



AGENDA

SEPTEMBER 10, 2020

CITY OF CITRUS HEIGHTS CITY COUNCIL

7:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

PLEASE NOTE: In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically. The meeting will be held via webcast with **NO PHYSICAL LOCATION FOR PUBLIC ATTENDANCE.**

PLEASE SEE BELOW FOR ZOOM MEETING INFORMATION

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Alternatively, members of the public can view the City Council meeting live webcast at <https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts>.

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

Zoom Meeting Link:

Regular Meeting 7:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting. Webinar link:

[HTTPS://US02WEB.ZOOM.US/WEBINAR/REGISTER/WN_JE79PKVHsvWSE_AOFNETIW](https://us02web.zoom.us/webinar/register/wn_JE79PKVHsvWSE_AOFNETIW)

Agenda Packet (PDF)

Documents:

[9-10-20 AGENDA PACKET.PDF](#)

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

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

4. SUBJECT: Utility Locating And Marking Services Project 28-18-003 Professional Services Contract Award

STAFF REPORT: M. Poole

RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Contract with Pacific Coast Locators for Utility Locating and Marking Services

5. SUBJECT: Second Reading – Zoning Code Updates

STAFF REPORT: C. McDuffee / C. Kempenaar / A. Bermudez

RECOMMENDATION: Adopt Ordinance No. 2020-007, an Ordinance of the City Council of the City of Citrus Heights, California, to Amend Certain Sections of the Zoning Code in Regard to Commercial Development Parking Reductions, Creekside Developments, Permit Requirements Within the Business Professional Zone, Transportation Uses as a Home Occupation, and Other Minor Changes

6. SUBJECT: Second Reading – Amendment To Chapter 74, Article IV Of The Citrus Heights Municipal Code To Include Updates Related To AB341 Commercial Recycling, AB1826 Mandatory Commercial Organics Recycling And SB 1383 Short-Lived Climate Pollutants

STAFF REPORT: M. Poole

RECOMMENDATION: Adopt Ordinance No. 2020-008, an Ordinance of the City Council of the City of Citrus Heights, California, Amending Chapter 74, Article IV of the Citrus Heights Municipal Code Related to Business and Multi-Family Recycling

7. SUBJECT: Resolution Authorizing Application For The Per Capita Park Program

STAFF REPORT: C. McDuffee / C. Kempenaar / L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing an Application for Per Capita Park Grant Funds

8. SUBJECT: Electric Greenway Trail Project ATPSB1L-5475(042) Approval Of Contract Amendment No. 4

STAFF REPORT: L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 4 to the Contract for Professional Services with GHD, Inc. for the 'Electric Greenway Trail Project' After Obligation of Funds by the California Transportation Commission

REGULAR CALENDAR

9. SUBJECT: Sacramento Regional Radio Communications System Agreement

STAFF REPORT: R. Lawrence

RECOMMENDATION: Adopt Resolution No. 2020-____ a Resolution of the City

Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Licensing Agreement with the Sacramento Regional Radio Communications System (SRRCS)

10. SUBJECT: Amendment To The City's Cardroom Ordinance Sunset Provision
STAFF REPORT: A. Van
RECOMMENDATION: Introduce, Read by Title Only and Waive the First Reading of Ordinance No. 2020-____, An Ordinance of the City Council of the City of Citrus Heights, California, Amending Chapter 10 of the Citrus Heights Municipal Code Relating to Cardrooms
11. SUBJECT: Designation Of Voting Delegate And Alternate(S) For The League Of California Cities Annual Conference
STAFF REPORT: A. Van
RECOMMENDATION: Designate a Voting Delegate and Alternate(s) to Participate at the Annual Business Meeting on October 9, 2020 During the League of California Cities Annual Conference

DEPARTMENT REPORTS

12. SUBJECT: Review And Give Direction On Proposed Resolutions To Be Presented At The 2020 League Of California Cities Annual Conference
DEPARTMENT: City Manager's Office

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Regular Meeting of Thursday, September 10, 2020
Regular Meeting 7:00 p.m.**

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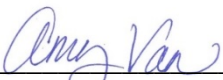
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September 4, 2020



Amy Van, City Clerk

<p>REGULAR MEETING 7:00 PM</p>
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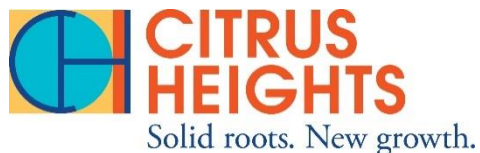
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ADJOURNMENT



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 10, 2020

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

FROM: Mary Poole, Operations Manager

SUBJECT: **Utility Locating and Marking Services Project 28-18-003 Professional Services Contract Award**

Summary and Recommendation

The City of Citrus Heights as owner and operator of electrical and stormwater utility facilities in the public right of way, is required by state law to locate and mark City owned utilities as requested by USA notifications.

The City issued a Request for Proposals for professional services related to Utility Marking and Locating Services and received three proposals. Pacific Coast Locators was selected as the most qualified and cost effective vendor.

Staff recommends the City Council adopt Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract for Professional Services with Pacific Coast Locators for Utility Locating and Marking Services.

Fiscal Impact

The City has budgeted sufficient funds in gas tax and stormwater funds for Utility and Locating and Marking services. The baseline annual contract amount is \$11,500 per month with a cap of 150 locates per month. Locates over the 150 cap are charged at \$150 per locate and call outs are charged at \$300 per call out. If Staff observes a 25% increase or decrease in monthly locates, the monthly fee will be revisited by the parties.

Background and Analysis

California Government Code Section 4216 mandates owners and operators of all underground utilities (e.g., water, gas, electric, sewer, stormwater) become members of the regional notification center. The intention of this regional notification center is to protect the health and

safety of the public as it relates to excavation activities on public right of ways by anyone performing excavation.

Prior to the start of any underground excavation work, contractors call the toll free number of Underground Serve Alert (USA) of Northern California with site specific detail of their upcoming work. The USA center then notifies all owners of utility systems in the region and each utility owner and operator must mark their underground utilities within the zone where the excavation activity will take place.

The City as owner and operator of electrical and stormwater utility facilities in the public right of way, is required by state law to locate and mark City owned utilities as requested by USA notifications.

The City issued a request for proposals to provide Utility Locating and Marking Services on April 10, 2020. Three proposals were received on May 20, 2020. A Selection Committee reviewed the proposals, conducted interviews with all three proposals and selected Pacific Coast Locators as the most qualified and cost effective vendor.

Attachments

- (1) Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Contract with Pacific Coast Locators for Utility Locating and Marking Services
- (2) Agreement between the City of Citrus Heights and Pacific Coast Locators

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES CONTRACT WITH PACIFIC COAST LOCATORS FOR
UTILITY LOCATING AND MARKING SERVICES**

WHEREAS, California Government Code Section 4216 mandates that owners and operators of all underground utilities become a member of their regional notification center in order to protect the health and safety of the public as it relates to excavation activities on public right of ways;

WHEREAS, prior to the start of any underground excavation work, contractors must call the toll free Underground Service Alert (USA) of Northern California to notify all owners of utility systems in the region of the work to mark their individual underground utilities before any excavation activity can take place;

WHEREAS, the City of Citrus Heights, as the owner and operator of many electrical and stormwater facilities, is held to the same standard as any other utility, and is responsible for marking its systems as requested by any USA notifications;

WHEREAS, the City issued a Request for Proposals for Utility Locating and Marking services on April 10, 2020 and received three qualified proposals on May 20, 2020;

WHEREAS, a Selection Committee was convened to review the proposals and select the preferred vendor;

WHEREAS, Pacific Coast Locators was selected as the most qualified and cost effective vendor; and

WHEREAS, the proposed professional services will be paid for with gas tax and stormwater utility funds based on the utility being marked.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute the Professional Services Contract with Pacific Coast Locators for Project No. 20-18-003 for the Provision of Utility Locating and Marking Services.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 10th day of September, 2020, by the following vote, to wit:

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

ABSENT: Council Members:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF CITRUS HEIGHTS AND
PACIFIC COAST LOCATORS**

THIS Agreement (“Agreement”) for consulting services is made by and between the City of CITRUS HEIGHTS (“City”) and PACIFIC COAST LOCATORS (“Consultant”) (together referred to as the “Parties”) as of September 10, 2020 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 30, 2023 with two optional one year extensions, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant 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, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant 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 herein above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$138,000.00 (one-hundred thirty-eight thousand dollars) for the entirety of the contract, with a monthly sum not to exceed the amount of \$11,500.00 plus additional costs per task item, as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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. Consultant 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, unless waived by the City Manager, or his or her designee:

- 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant'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 pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit A and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit A are not chargeable to, or reimbursable by, City.

- 2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 **Workers' Compensation.** Consultant 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 Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

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

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). 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 a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is 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.
- 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, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant 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, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant 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: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

- 5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, 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 Consultant under this Agreement. Consultant 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 Consultant thereby.

7.5 Registration and Monitoring. Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and

the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant 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 City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.5.1 Immediately terminate the Agreement;
- 8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All final versions of 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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. 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 Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all 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 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and 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. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 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 Sacramento County 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.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

10.8 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Pacific Coast Locators
2606 Foothill Boulevard. # G
La Crescenta, CA 91214
ATTN: Mark Bagdhassarian

City: City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621
ATTN: Operations Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, 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.”

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.

Exhibit A Scope of Services and Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF CITRUS HEIGHTS

CONSULTANT

Christopher W. Boyd, City Manager

, Consultant

Attest:

Amy Van, City Clerk

Approved as to Form:

Ryan R. Jones, City Attorney

Attachment A

Standard Insurance Requirements

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence, (*only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783*)] sole negligence, or willful misconduct of the City.

In order to comply with the bonding and insurance requirements contained in your contract with the City of Citrus Heights there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

I. GENERAL

- A. Send these requirement sheets to your insurance broker for immediate compliance.**
- B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.**
- C.** New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.
- D.** All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.
- E.** All insurance companies must have an AM Best rating of A:VII or better.
- F.** Any deductibles must be declared to and approved by the City.
- G.** All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.
- H.** A 30-day cancellation notice is required, and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.
- I.** Expiration dates are required on all certificates.
- J.** All Bonds and Certificates must have an original signature.

II. SPECIFIC COVERAGE

- A. BONDING**
 - Faithful Performance (Completion) Bond**
 - Payment, Labor and Materials Bond**
- B. GENERAL LIABILITY/AUTOMOBILE LIABILITY**
 - GENERAL LIABILITY**

\$2,000,000 General Aggregate
\$2,000,000 Products and/or Completed Operations
\$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$1,000,000 Employer's Liability

STATUTORY Workers' Compensation

D. Professional Liability

The consultant and its contractors and subcontractors shall secure and maintain in full force, during the contract term professional liability insurance policies appropriate to the respective professions and the work to be performed as specified. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. If requested by the City, the consultant's insurer must provide a complete, certified copy of the professional liability insurance policy.

III. ENDORSEMENTS

A. The GENERAL LIABILITY AND AUTOMOBILE LIABILITY policies are to be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and agents are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an **Additional Insured endorsement** (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. There must be an **endorsement** indicating that coverage is primary and non-contributory with respect to additional insureds.
3. There must be an **endorsement** that includes a severability of interest clause. (cross liability).
4. Where applicable, the General Liability policy shall contain an endorsement or provision stating that such insurance applies to the liability assumed by any subcontractor. (Owners and Contractors Protective)
5. The General Liability coverage shall be at least as broad as ISO form CG 00 01 (ed. 10/01).
6. The auto coverage shall be provided for owned, hired, and non-owned autos.
7. The auto coverage shall be as broad as ISO form CA 00 01.

B. The WORKERS COMPENSATION/EMPLOYERS LIABILITY policy must contain an endorsement with a waiver of subrogation in favor of the City of Citrus Heights for all work performed by the contractor, its employees, agents and subcontractors.

C. Acceptance of any bond, certificate of insurance, or endorsement showing proof of insurance required by your contract does not constitute approval or agreement by the City of Citrus Heights that the insurance requirements have been met or that the bond or insurance policies referenced on any certificates and endorsements are in compliance with your contractual requirements.

EXHIBIT A

SCOPE OF SERVICES & COMPENSATION SCHEDULE

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Pacific Coast Locators, Inc.
2606 Foothill Blvd., Suite G
La Crescenta, CA 91214
Office 818-249-7700 / Fax 818-249-7701
Email: quote@pclocators.com

Cost Estimate to Serve as Contract Locating Provider for the City of Citrus Heights

City of Citrus Heights

6360 Fountain Square Dr. 700 | Citrus Heights, CA 95621
 W: 916-727-4770

Attn: **Mary Poole**, Operations Manager

Scope of work:

The City of Citrus Heights is looking for a utility locating company to respond to One-Call tickets. Pacific Coast Locators will respond to 811 One-Call USA North tickets for proposed excavation projects planned near any of the City's owned utilities. Pacific Coast Locators will be responsible for locating & marking storm water lines, street light conduit, traffic signal, and communication conduit.

In this cost estimate Pacific Coast Locators will provide:

Screening and scheduling:

A Pacific Coast Locators dispatcher will screen incoming City of Citrus Heights' locate requests that will be directed to Pacific Coast Locator's WebTMS system which will include calling contractors to get additional information about their planned excavation. For those that are clearly not in conflict with The City of Citrus Heights' utilities, tickets will be closed out and the contractor will be notified. Dispatcher will schedule technicians to locate and mark out The City of Citrus Heights' utilities that are, or may be in conflict with excavation activities.

Staffing and equipment:

Pacific Coast Locators will assign and equip technicians for dispatching and locating for all of The City of Citrus Heights' owned conduit. Technician will locate all traceable lines using electro-magnetics and all non-traceable lines, such as storm water, using asbuilts provided by the city. Pacific Coast Locators will provide all marking paint, survey flags, and all other materials necessary to complete all mark-outs in the field.

Reports:

Monthly reports documenting all locating work performed will be provided to The City of Citrus Heights on a quarterly basis and/or available to The City of Citrus Heights at their request. Pacific Coast Locators will photo document all located The City of Citrus Heights' lines per each USA North mark-out. All photos will be made available to The City of Citrus Heights upon request. Pacific Coast Locators will retain all documentation for later reference. Any discrepancies observed in the field between the asbuilts and actual will be documented and brought to the city contact's attention.

The City of Citrus Heights will provide:

Pacific Coast Locators will be authorized to receive The City of Citrus Heights' USA North tickets via the Pacific Coast Locators' WebTMS account. Our dispatcher will be able to view & close out tickets. In addition, The City of Citrus Heights will provide maps of all utilities, to include hard copies of the system and GIS and/or files where applicable.

Prevailing Wage Cost Estimate

This proposal is based on the prevailing wage rates of the craft determination *Horizontal Directional Drilling (Laborer) Group IV (Electronic tracking locator, subsurface imaging laborer)*. If and when the DIR provides alternate direction, Pacific Coast Locators will discuss with the City of Citrus Heights regarding amending this estimate if necessary.

Cost per month to locate and mark out The City of Citrus Heights Utility lines:

This includes mobilization, utility mark-out, certified payroll, and administrative reporting.

Also included in this cost is:

Monitoring of tickets (which includes closing out tickets), strategic scheduling, making daily contact with contractors working near The City of Citrus Heights' utilities, building relationships, processing and electronic filing of monthly technician field reports. We will also be providing a Certificate of Insurance.

Cost: \$11,500 p/month to cover a cap of 150 tickets

Cost: \$150 p/ mark-out for any mark-out above 150

Only tickets that require a physical mark-out and/or investigation will be included in this 150 ticket count. The city will not be charged for ticket renewals, updates, or tickets closed out from the office.

Assumptions:

Day work only. Monday through Friday 7am to 4pm.

Emergency tickets which require mark-outs outside of regular business hours will be charged at \$300 per ticket.

The City of Citrus Heights and Pacific Coast Locators will closely monitor the data collected from USA North and if it is determined that the average number of tickets is 25% above or below the agreed upon 150 tickets per month, Pacific Coast Locators will propose an adjusted monthly fee based on this updated data. The cost per additional mark-out above the updated cap will remain \$150 per mark-out.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

2699907.4



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: September 10, 2020

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

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

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

Summary and Recommendation

On August 27, 2020, the City Council introduced, read by title only, and waived the first full reading of an Ordinance amending various sections of Chapter 106 of the Municipal Code (Zoning Code Section) as shown in Attachment 1. The City Council did not make any amendments to the proposed ordinance at the first reading.

Staff recommends the City Council adopt Ordinance No. 2020-007 an Ordinance amending various sections of Chapter 106 of the Municipal Code as shown in Attachment 1.

Fiscal Impact

There is no fiscal impact associated with this action.

Attachment

1. Ordinance No. 2020-007 to amend certain sections of the Zoning Code in regard to commercial development parking reductions, creekside development, permit requirements within the Business Professional zone, transportations uses as a home occupation, and other minor changes.
Exhibit A: Redline of Zoning Code Amendments

ORDINANCE NO. 2020-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS TO AMEND CERTAIN SECTIONS OF THE ZONING CODE IN REGARD TO COMMERCIAL DEVELOPMENT PARKING REDUCTIONS, CREEKSID DEVELOPMENT, PERMIT REQUIREMENTS WITHIN THE BUSINESS PROFESSIONAL ZONE, TRANSPORTATION USES AS A HOME OCCUPATION, AND OTHER MINOR CHANGES

THE CITY OF CITRUS HEIGHTS DOES ORDAIN AS FOLLOWS:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the Citrus Heights Zoning Code as shown in Exhibit A amending various sections of the Zoning Code, relating to commercial land use permit requirements, creekside development parking reductions, home occupations, and other minor changes.

Section 2: Findings

- The proposed amendment to modify the permit requirements for certain uses within the Business Professional zone are consistent with the General Plan.
- The proposed amendment to clarify the measurement of setback for creekside development is consistent with the General Plan.
- The proposed amendment to allow commercial developments with 500 feet of a transit stop to reduce parking is consistent with the General Plan.
- The proposed amendment to allow certain transportation activities as a home occupation is consistent with the General Plan.
- The proposed amendments will not be detrimental to the public, interest, health, safety, convenience, or welfare of the city.

Section 3: Action

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

Section 4: Severability

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

Section 5: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days after its passage, in a newspaper of general circulation and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this 10th day of September, 2020 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit:

A. Redline Strikeout of Zoning Code

106.26.030 - Commercial and Industrial District Land Uses and Permit Requirements

- A. **General permit requirements.** Table 2-5 identifies the uses of land allowed by this Zoning Code in each commercial and industrial zoning district, and the planning permit required to establish each use, in compliance with Section 106.22.030 (Allowable Land Uses and Permit Requirements).
- B. **Permit requirements for certain specific land uses.** Where the last column in Table 2-5 ("Specific Use Regulations") includes a section number, the referenced section determines whether the use requires a Zoning Clearance, Minor Use Permit, or Use Permit. The referenced section may also establish other requirements and standards applicable to the use.
- C. **Permit requirements based on scale of use.** Where Table 2-5 identifies a use with an "S" and the last column in the table refers to this Subsection, the use is permitted with a Zoning Clearance if it is a building tenant that will occupy 15 percent or less of the total building floor area. Minor Use Permit approval is required when the use occupies more than 15 percent of the total floor area.

106.30.040 - Creekside Development and Flood Hazard Mitigation

A. **Purpose.** This Section provides standards that are intended to:

1. Protect the natural, scenic, and recreational value of waterway and riparian resources within the City, including the provision of adequate buffer areas between creeks and adjacent development;
2. Ensure that development either avoids areas subject to inundation by a 100-year flood or more frequent flooding event, or is located and/or designed and protected so that it will not be damaged by flooding, or increase the hazard of flooding on other properties;
3. Protect new development from erosion caused by the meandering nature of the creek system; and
4. Protect the water quality of the creeks.

B. **Applicability.** The requirements of this Section apply to:

1. **Creekside properties.** Proposed development, other than public works or infrastructure, on any site adjacent to or crossed by a watercourse that is shown on the map in Figure 3-1; and

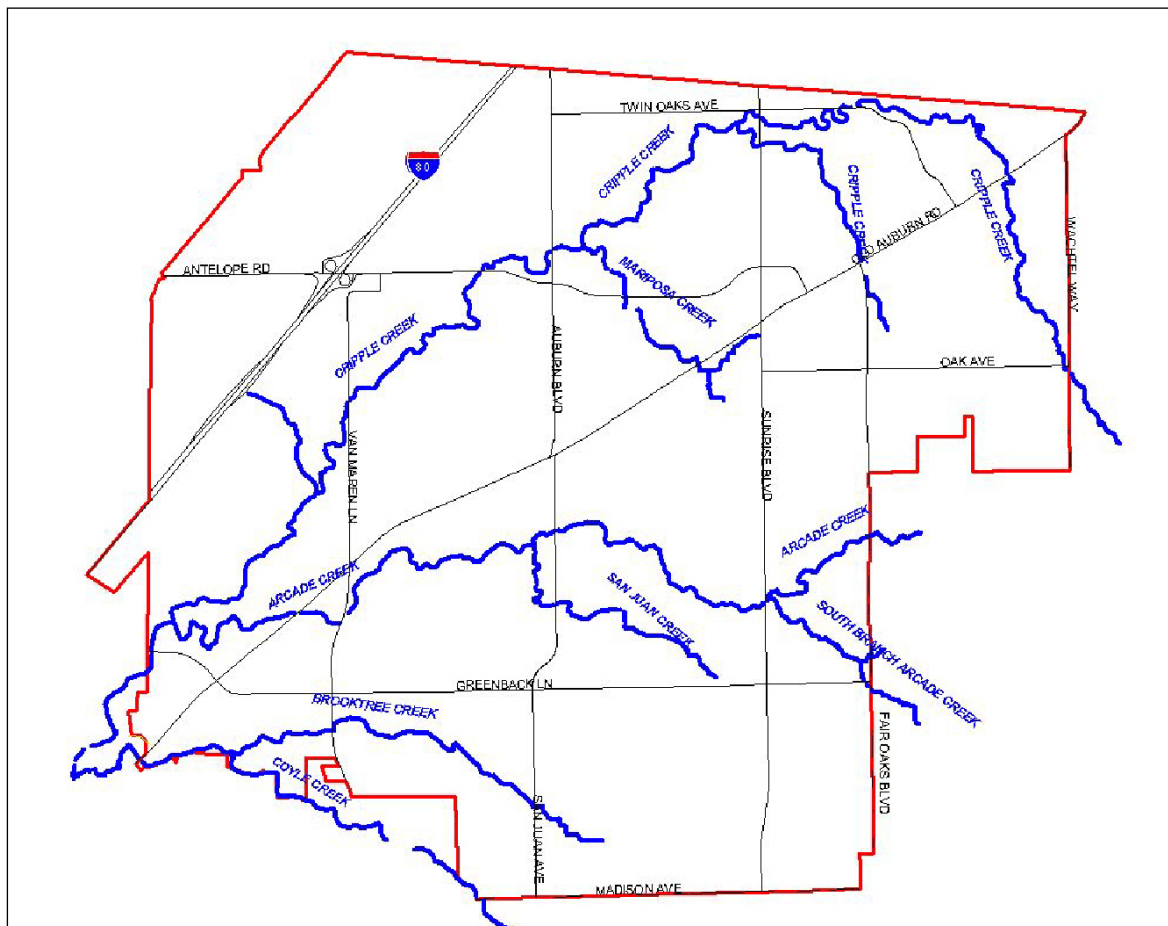


Figure 3-1 - Creeks Where Section 106.30.040 Applies

2. **Properties within areas subject to flooding.** All properties shown on the Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency (FEMA) as being partly or entirely located in an area

subject to flooding by a 100-year flood or more frequent flooding event, and other areas known to the City to be subject to flooding. These areas shall be referred to in this Section as "flood hazard areas."

- C. **Streambed analysis required.** A planning permit application for a project subject to this Section shall include a site-specific streambed analysis prepared by a hydrologist, civil engineer, or other qualified professional approved by the City to identify the precise boundary/top of bank of the waterway. The Director may waive this requirement if it is determined that the project, because of its size, location, or design will not have a significant impact on the waterway, or that sufficient information already exists and further analysis is not necessary. A required streambed analysis shall include all information and materials required by the Department and/or the City Engineer.
- D. **Subdivision requirements.** Each new parcel proposed adjacent to a designated tributary shall be designed to provide the lot area shown in the following table for the applicable zone, located outside the 100-year floodplain of the tributary.

Zoning District	Minimum Net Lot Area
RD-1	0.50 acres
RD-2	0.25 acres
RD-3, RD-4	7,500 sf
RD-5, RD-7	Entire lot or 5,000 sf, whichever is less
RD-10 and above	Entire area except for common open space and landscape areas
Commercial and Industrial zones	Entire area except for landscaping

E. **Development standards.**

1. **Location of proposed development.** Proposed structures and other development shall comply with the more restrictive of the following requirements.
 - a. **Creek setback for resource preservation.** Each proposed structure shall be set back a distance of 2.5 times the height of the stream bank plus 30 feet, ~~or 30 feet outward from the stream bank, whichever distance is greater,~~ as measured from the top of the stream bank outward.
 - (1) The City may require additional setbacks to preserve existing vegetation or other significant environmental resources along any waterway.
 - (2) The City may require erosion protection to be placed at creek bends, drainage outfalls, and other locations that are subject to erosion, or where bank steepness indicates that severe erosion is taking, or may take place.
 - (3) A setback required by the applicable zoning district adjacent to a creekside path or open space area shall be measured from the boundary of the path or open space on the side away from the creek.
 - (4) A path or trail may be located within a creekside setback; however, no structure, road, parking access, parking space, paved area, or swimming pool shall be constructed within a creek or creekside setback area.
 - b. **Limitations on development within floodplain.** All construction, except fences, shall be located outside the 100-year floodplain of the tributary. The 100-year floodplain shall be established using the most current data available and a physical survey by a registered surveyor. Current data includes the Flood Insurance Rate Map, historical data from the 1986, 1995 & 1997 flood events, and the county hydrology study. Fences within a floodplain shall be limited to wrought iron or split rail design. No fill or grading shall be

allowed within a 100-year floodplain. Where the review authority determines that an existing parcel contains no feasible building site outside of a 100-year floodplain and that the site complies with an exception outlined in the City's Drainage and Development Policy, the review authority may approve construction that complies with the creek setback required by Subsection E.1.a.

2. **Standards for development allowed within floodplain.** Any development allowed within a 100-year floodplain in compliance with this Section shall comply with the following standards, as applicable.
 - a. **Finished floor elevation.** Each approved structure shall be designed to provide all habitable finished floor areas at least two feet above the maximum 100-year water surface elevation. The FEMA 100-year flood elevation may be considered as a minimum level. Historical data from the 1986, 1995 & 1997 flood events, the county hydrology study and other miscellaneous studies shall be used to determine if a higher minimum elevation is required. The venting under the home and venting for a garage shall comply with the standards of the National Flood Insurance Program.
 - b. **Fences, culverts, bridges, and drainage improvements.**
 - (1) Fences and other structures including culverts and bridges that must be constructed within a floodway shall be designed to the requirements of the Engineering Division to prevent obstructions or diversions of flood and drainage flow, and to minimize adverse effects to natural riparian vegetation.
 - (2) Where drainage improvements are required, they shall be placed in the least visible locations and naturalized through the use of river rock, earthtone concrete, and landscaping with native plant materials.
 - c. **Anchorage.** All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
 - d. **Construction practices and materials.** All new construction or substantial improvements shall be constructed with materials and utility equipment resistant to flood damage using methods and practices that minimize flood damage.
 - e. **Water and sewer systems.** New and replacement water and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
 - f. **Floodproofing.** Each structure requiring floodproofing shall be designed in compliance with National Flood Insurance Program standards. A FEMA elevation certificate shall be obtained and filed with the City prior to occupancy. A registered professional engineer or architect shall certify compliance with the standards of this Section, and the Building Official shall be provided a copy of the certification.
3. **Alteration of natural features.** No construction, grading or filling, planting of exotic/non-native or non-riparian plant species, or removal of native vegetation shall occur within a creek or creekside setback area, except where:
 - a. Approved by the review authority in conjunction with an application for rezoning, and/or a planning permit, or through Use Permit approval if no other application has been filed; and
 - b. Authorized for flood control purposes by the proper permits issued by the California State Department of Fish and Game, and all other applicable State and Federal agencies having authority over the creek.
4. **Use of permeable surfaces.** Proposed development should incorporate permeable surfaces (for example, wood decks, sand-joined bricks, and stone walkways) where feasible, to minimize off-site flows and facilitate the absorption of water into the ground.

5. **Creek bank stabilization.** Development or land use changes that increase impervious surfaces or sedimentation may result in channel erosion. This may require measures to stabilize creek banks.
 - a. Creek rehabilitation is the preferred method of stabilization, with the objective of maintaining the natural character of the creek and riparian area. Rehabilitation may include enlarging the channel at points of obstruction, clearing obstructions at points of constriction, limiting uses in areas of excessive erosion, and restoring riparian vegetation.
 - b. Concrete channels are not allowed. Other mechanical stabilization measures shall not be allowed unless no other alternative exists.
 - c. If bank stabilization requires other than rehabilitation or vegetative methods, hand-placed stone or rock rip-rap are the preferred methods.
6. **Physical and visual access.**
 - a. Public access and visibility to creeks should be provided, if feasible, through the use of single-loaded frontage roads adjacent to creeks, but outside of the creek setback. Structures or lots that back-up to creeks or creek frontage roads are discouraged.
 - b. The provision of multipurpose creekside trails and public open space is encouraged. Open space areas should include planting for riparian enhancement with native shrubs and trees, paths and trails, lighting, benches, play and exercise equipment, and trash receptacles outside of the riparian habitat area, where appropriate.
 - c. Where streets are not used, frequent access to creekside trails and public open space should be provided at least every 300 feet, and may occur at the end of cul-de-sacs.
7. **Best management practices (BMPs) for storm water quality.** Development along creekside areas shall be designed to minimize impacts to storm water quality.
 - a. Drainage swales and runoff should be filtered through grassy swales or other BMPs acceptable to the City Engineer to remove street oils, sediments and other site specific storm water environmental hazards.
 - b. Fertilizer or pesticide usage is discouraged. Plants and trees for landscape areas should be selected that can survive without fertilizers or pesticides. Long-term ponding of water from landscape irrigation shall be avoided.
 - c. Retention/detention basins will require mosquito abatement.
- F. **Warning – Liability denied.** The degree of flood protection required by this Section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This Section does not imply that land outside the areas of special flood hazards or uses permitted within the areas will be free from flooding or flood damages. This Section shall not create liability on the part of the City or by any officer or employee for any flood damages that result from reliance on this Section or any administrative decision lawfully made under this Section.

TABLE 3-1 - MAXIMUM HEIGHT OF FENCES, WALLS, AND HEDGES

Location	Maximum Height
Within required front yard setback	3 ft (2)
Within required side and rear yard setbacks	8 ft as the fence appears from a parcel or right-of-way abutting the site, 10 ft as the fence appears on the site. See Figure 3-2. (1)
Within required street side setback	3 ft. See also Section 106.30.060.E (Height Limit at Street Corners). Fencing exceeding a height of 3 ft shall be set back a minimum of 3 ft from the property line or sidewalk to allow for the planting of landscaping to mitigate the visual impact of the fence mass; provided that this requirement shall not apply to a fence that was lawfully constructed prior to November 6, 2006, which may be replaced in the same location. (1)
At intersections of alleys, streets, and driveways within sight visibility areas. See 106.30.060.E (Height Limit at Street Corners).	2' 6"
Outside of a required setback	As determined by the height limit for structures within the applicable zoning district. A fence higher than 6 ft requires a Building Permit. (1)
Within a zone where no setback is required, and not adjacent to a street	8 ft (1)

Notes:

- (1) Additional height to a maximum of 10 ft **(higher than 6 ft requires a Building Permit)** may be authorized through Design Review approval (Section 106.62.040)
- (2) **Front yard fence setback in the RD-1 through RD-15 zoning districts is 20 ft. In the RD-20 through RD-30 zoning districts the front yard fence setback is 25 ft. In the RD 5 — RD 15 zoning districts, the front yard fence setback shall be a minimum of 20 feet.**

106.36.070 - Reduction of Parking Requirements

- A. **Shared on-site parking.** Where two or more adjacent nonresidential uses have distinct and differing peak parking usage periods, (e.g. a theater and a bank), a reduction in the required number of parking spaces may be allowed through Minor Use Permit approval. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking facility, guaranteeing that the required parking will be maintained exclusively for the use or activity served, for a time period determined by the Minor Use Permit.
- B. **Reduction of parking for a use with low parking demand.** The review authority for the overall project may reduce the number of parking spaces required by Section 106.36.040 (Number of Parking Spaces Required) for the re-use of an existing building by up to 15 percent, based on quantitative information provided by the applicant that documents the need for fewer spaces (e.g., sales receipts, documentation of customer frequency, information on parking standards required for the proposed land use by other cities, etc.).
- C. **Reduced parking for restricted senior housing projects.**
 - 1. **Extent of reduction.** The review authority may reduce the number of parking spaces required by Section 106.36.040 (Number of Parking Spaces Required) for senior housing projects, for persons aged 55 and over, based on quantitative information provided by the applicant that documents the need for fewer spaces for these types of residential development projects.
 - 2. **Change of use, removal of senior restriction.**
 - a. **Notification to the City.** The owner/operator of a senior housing project that was granted reduced parking on the basis of senior occupancy shall immediately notify the Director of any change of site occupancy or operations that allows other than seniors to reside on the site.
 - b. **Effect of removal of senior restriction.** Upon notification that a restriction to occupancy by seniors has been removed, the Director shall determine a reasonable time in which one of the following shall occur:
 - (1) Substitute parking is provided that is acceptable to the Director; or
 - (2) The size or capacity of the use is reduced in proportion to the parking spaces lost.
- D. **Reduced parking for mixed use projects.** The residential component of a horizontal mixed use project shall provide the parking required by Table 3-7 for multi-unit dwellings, minus the guest spaces required by Table 3-7. A vertical mixed use project shall require the same number of spaces as a horizontal mixed use project, reduced by 30 percent.
- E. **Parking reduction based on alternative facilities or programs.** A proponent of an office, commercial or industrial project may provide alternative facilities or programs which serve to reduce parking demand in return for a reduction in vehicle parking requirements. Vehicle parking requirements may be reduced in accordance with the following provisions by the Director:
 - 1. **Shower/locker facilities.** A project with 100 or more employees may reduce its parking requirement by providing shower and clothing locker facilities for bicycle commuting employees. Maximum reduction: two percent of required parking.
 - 2. **Secure bicycle parking.** Developments which provide secure bicycle parking facilities may reduce their parking requirement by one vehicle space for every three additional bicycle spaces provided. Maximum reduction: two percent of required parking.
 - 3. **Preferred carpool/vanpool parking spaces.** Office or industrial developments which guarantee preferred parking spaces (e.g., covered, shaded, or near building entrance) to employees who participate regularly in a carpool or vanpool may reduce their parking requirement by one vehicle space for every one space which is marked and reserved for carpools/vanpools at a preferred location. Maximum reduction: two percent of required parking.

4. **Transit Access.** Developments which are located within ~~300~~ 500 feet of an operational transit stop may reduce their parking requirement by one vehicle space for every twenty spaces provided. Maximum reduction: five percent of required parking.
- F. **Parking Variances.** Parking reductions exceeding the maximums in this Section, or modifications of improvement requirements, may be authorized by Variance in compliance with Subsection 106.62.060.F.2 (Findings for off-street parking Variance).
- G. **Off-site parking.** With Minor Use Permit approval, required parking may be located in a common or shared parking facility up to 300 feet away from the site of the proposed use in compliance with the following requirements.
 1. **Evaluation of proposal.** In considering a request for shared off-site parking, the review authority shall consider how the distance between the parking area and the proposed use may affect whether the off-site facility will satisfy the parking needs of the proposed use.
 2. **Guarantee of continued availability.** Required parking spaces that are approved off-site shall be committed by a recordable covenant, lease, or other agreement, acceptable to the City Attorney. The parties to the covenant, lease, or agreement shall include the owners, and if applicable, the lessees of the off-site parking spaces and the owners, and if applicable, the lessees of the subject site, with covenants reflecting the conditions of approval and the approved off-site parking plan.
 3. **Loss of off-site spaces.**
 - a. **Notification to the City.** The owner/operator of a business that uses approved off-site spaces to satisfy its parking requirements shall immediately notify the Director of a change of ownership or use of the property for which the spaces are required, and of termination or default of the agreement between the parties.
 - b. **Effect of termination of agreement.** Upon notification that a lease for required off-site parking has terminated, the Director shall determine a reasonable time in which one of the following shall occur:
 - (1) Substitute parking is provided that is acceptable to the Director; or
 - (2) The size or capacity of the use is reduced in proportion to the parking spaces lost.
- H. **Valet parking.** The Commission may modify the parking configuration required by this Chapter (e.g., to allow tandem parking) in the case of a use proposed to have permanent valet parking.
- I. **Parking lot re-striping to accommodate disabled parking.** A site shall not be considered to have nonconforming parking if the number of off-street spaces provided is reduced to less than required by this Chapter solely because the lot is re-striping to comply with disabled parking requirements.

106.42.100 - Home Occupations

Where allowed by Article 2 (Zoning Districts and Allowable Land Uses), a home occupation shall comply with the requirements of this Section.

- A. **Purpose.** The requirements of this Section are intended to provide reasonable opportunities for employment within the home, while avoiding changes to the residential character of a dwelling that accommodates a home occupation, or the surrounding neighborhood.
- B. **Business License required.** A home occupation shall comply with the City's Business License requirements.
- C. **Limitations on use.** The following are examples of business activities that may be approved as home occupations, uses that may be allowed as home occupations under limited circumstances, and uses that are prohibited as home occupations.
 - 1. **Uses allowed as home occupations.** The following and other uses determined by the Director to be similar may be approved by the Director in compliance with this Section.
 - a. Art and craft work (ceramics, flower arranging, jewelry, painting, photography, sculpture, etc.);
 - b. Beauty salon/barber limited to one station, and in compliance with Subsection D.7 (Client/customer visits) below;
 - c. Cottage Food Operations;
 - d. Direct sale product distribution (Avon, Herbalife, Quixtar, Tupperware, etc.);
 - e. Office-only uses, including: an office for an architect, attorney, consultant, counselor, doctor, engineer, insurance agent, planner, **real estate agent**, tutor, writer; typing, word processing, data processing, electronic commerce;
 - f. Personal trainers, licensed massage therapy in compliance with Municipal Code Chapter 22, Article VIII, and physical therapy;
 - g. Private lessons, on a part-time basis, providing individual instruction in academic subjects, music, athletics (e.g., swimming), arts, crafts, or similar fields, provided that client/customer visits shall comply with Subsection D.7 (Client/customer visits) below;
 - h. Tailors, sewing; and
 - i. Home electronics and small appliance repair.
 - 2. **Uses prohibited as home occupations.** The following are examples of business activities that are not incidental to or compatible with residential activities, and are, therefore, prohibited as home occupations:
 - a. Adult entertainment activities/businesses;
 - b. Animal hospitals and boarding facilities;
 - c. Automotive and other vehicle repair and service (body or mechanical), painting, storage, or upholstery, or the repair, reconditioning, servicing, or manufacture of any vehicle engine, or of any motor vehicle, including automobiles, boats, motorcycles, or trucks;
 - d. Commercial cabinet or furniture making, and similar uses;
 - e. Contractor's and other storage yards;

- f. Dismantling, junk, or scrap yards;
- g. Fitness/health facilities, except those allowed under Subsection C.1.e;
- h. Manufacturing activities, except those allowed under Subsections C.1;
- i. Medical clinics and laboratories;
- j. On-site sales other than of artist originals produced on site, except that mail order businesses may be allowed where there is no stock-in-trade on the site;
- k. Personal services as defined in Article 8 (Glossary), except those allowed under Subsection C.1, and all restricted personal services;

~~l. Tattooing, branding, body art, including body piercing, or application of permanent cosmetics;~~

~~l. Transportation services, including taxis, limousines, tow trucks, etc.;~~

- m. Uses involving explosives or highly combustible or toxic materials, including ammunition reloading;
- n. Welding and machine shop operations; and
- o. Other uses the Director determines to be similar to those above.

D. Operating standards. Each home occupation shall comply with all of the following standards.

1. **Relationship to primary use.** Each home occupation shall be clearly incidental and subordinate to the use of the dwelling and site for residential purposes. The home occupation may be conducted in the primary dwelling or an accessory structure on the subject property provided that the area does not exceed 20 percent or 400 square feet of the habitable floor area of the primary dwelling, whichever is greater. No parking space required for the dwelling shall be used for any home occupation activity.
2. **Employees.** A home occupation shall have no more than one employee on-site at any one time, or more than one employee reporting to work in any given day, not including the full-time residents of the dwelling. If needed, the City may request employee verification information from the business owner. Home Occupations having more than one employee on-site at any one time is permitted only when authorized through a Minor Use Permit.
3. **Visibility.** The use shall not require any exterior modification to the structure not customarily found in a dwelling, nor shall the home occupation activity be visible from a public right-of-way, or from neighboring residential properties.
4. **Off-site effects.** There shall be no mechanical equipment or operation used which creates or makes dust, odor, vibration or other effects detectable at the property line. Each home occupation shall comply with the City's noise ordinance.
5. **On-site sales.** There shall be no products sold on the premises except for artist originals, or products individually made to order on the premises. Articles that are not artist originals or individually made to order may be produced on-site, using equipment normally found in a residence, provided that these products shall only be sold off-site.
6. **Traffic, vehicles.** The use shall not generate pedestrian or vehicular traffic beyond that which is normal in a residential district nor in any case require the parking of more than two additional vehicles at any one time. No motor vehicle that is used or kept on the premises in conjunction with the home occupation shall exceed two axles or a length of 20 feet. **Examples of prohibited vehicles include limousines, taxis, tow trucks, etc.**

7. **Client/customer visits.** The home occupation shall be operated so as to not require more than two business visitors per hour, not to exceed a total of eight business visitors per day, only between the hours of 9:00 a.m. and 8:00 p.m.; except that in the case of tutoring or instruction (e.g., academic subjects, arts and crafts, music, swimming, etc.), a maximum of four clients are allowed on the site at the same time, subject to the limitations of this Section on the total number of clients per day.
 8. **Deliveries.** The home occupation shall not involve the use of commercial vehicles for delivery of materials to or from the premises in a manner different from normal residential usage, except for FedEx, UPS, or USPS-type home pick-ups and deliveries.
 9. **Hazardous materials.** The storage of hazardous materials shall be limited to below the threshold established by the Sacramento County Fire Districts which do not require any special permits or licenses.
 10. **Signs.** A home occupation shall be limited to a single wall mounted non-illuminated sign, not to exceed one square foot, except for home occupation signs located in the Corridor Overlay General Plan Designation may provide a maximum of ten square feet and may be wall-mounted or freestanding. Home occupation signs shall be limited to display the company name, logo, contact information, hours of operation, services provided or other relevant information. Signs are prohibited from displaying credit card, debit card, or other similar logos and other advertising unrelated to the home occupation.
- E. **Conditions.** The Director may establish reasonable conditions on the operation any home occupation if necessary to meet the intent of this Section. Conditions shall be attached to the Business License for the home occupation as provided in Municipal Code Section 4.06.090.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: September 10, 2020

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

FROM: Mary Poole, Operations Manager

SUBJECT: **Second Reading - Amendment to Chapter 74, Article IV of the Citrus Heights Municipal Code to Include Updates Related to AB341 Commercial Recycling, AB1826 Mandatory Commercial Organics Recycling and SB 1383 Short-lived Climate Pollutants**

Summary and Recommendation

On August 27, 2020, the City Council introduced, read by title only and waived the first full reading of an Ordinance amending Chapter 74, Article IV of the Citrus Heights Municipal Code Related to Business and Multi-Family Recycling. The purpose of the amendment is to update the Code to be compliant with state requirements related to mandatory commercial and commercial organics recycling, update and clarify recycling requirements for businesses and recycling service providers, and update and clarify definitions and language throughout the Chapter. The City Council did not make any amendments to the proposed ordinance at the first reading.

Staff recommends the City Council adopt Ordinance No. 2020-008 Amending Chapter 74, Article IV of the Citrus Heights Municipal Code Related to Business and Multi-Family Recycling.

Fiscal Impact

There is no fiscal impact associated with this item.

Attachments

1. Ordinance No. 2020- 008 Amending Chapter 74, Article IV of the Citrus Heights Municipal Code Related to Business and Multi-Family Recycling.

ORDINANCE NO. 2020-__

**AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING CHAPTER 74
OF THE CITRUS HEIGHTS MUNICIPAL CODE RELATING TO BUSINESS AND
MULTIFAMILY RECYCLING**

The City Council of the City of Citrus Heights does ordain as follows:

The provisions of Chapter 74 of the City of Citrus Heights Code are amended, as follows:

SECTION 1. Amendment. Section 74-1 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 74-1. - Definitions:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words and phrases not defined in this section have the meanings set forth in Division 30, Part 1, Chapter 2 of the Public Resources Code, § 40105 and following, and the regulations of CalRecycle or its successor agency. If not defined in the Public Resources Code or the Board's regulations, then the applicable definitions found in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 and following, and the regulations implementing RCRA will apply.

Act means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), Public Resources Code § 40000 and following as it may be amended, and as implemented by the regulations of CalRecycle.

CalRecycle means the California Department of Resources, Recycling and Recovery, or any successor agency thereof.

Clerk means the city clerk or as otherwise designated by the city council.

Collection means to take physical possession, remove and transport solid waste.

Commercial edible food generator includes a "tier one" or a "tier two" commercial edible food generator as such terms are defined in Subdivisions (a)(73) and (a)(74), Title 14, Division 7, Chapter 12 of the California Code of Regulations, and as it may be amended.

Commercial premises means all lots or portions of a lot in the city other than residential premises, where commercial solid wastes are generated or accumulated including multifamily residential properties.

- "Multifamily residential property" means five or more individual living units located on a single parcel of land and any mobile home park located within the city.

Commercial solid waste means any solid waste generated by and at a commercial premise, including salvageable materials, placed in bins, carts, drop boxes or compactors or the like, or as otherwise prescribed by the department for accumulation and collection.

Council means the city council or as otherwise designated by the city council.

Department means the general services department of the city or as otherwise designated by the city council.

Designated recyclable materials means materials that are separated by the responsible person from solid waste prior to disposal to be recycled consistent with the requirements of the Act. The city may adopt a schedule of materials that may qualify as recyclables, which may be revised periodically.

Designated organic recyclable materials means materials that are separated by the responsible person from solid waste prior to disposal to be recycled consistent with the requirements of the Act. The city may adopt a schedule of materials that may qualify as organic recyclables, which may be revised periodically.

Director means the director of the general services department of the City of Citrus Heights.

Dispose or Disposal means the final disposition of solid waste collected.

Franchise, commercial means a franchise issued under this chapter that grants to a franchisee the right to collect and transport on a regular, recurring basis, solid waste from commercial premises located within the city, except as provided in Sections 74-38 and 74-138.

Franchise, residential means a franchise issued under this chapter that grants to a franchisee the exclusive right to collect and transport on a regular, recurring basis, solid waste from commercial premises located within the city, except as provided in Sections 74-38 and 74-138.

Franchisee means a solid waste collector designated as a franchisee pursuant to a commercial franchise or a residential franchise agreement with the city granting to him or her the privilege of collecting or causing to be collected or transported, for a fee, any solid waste within the city in accordance with this chapter.

Garbage does not include designated recyclable materials or designated organic recyclable materials set out for the purposes of collection and recycling, and that are not landfilled.

Hazardous waste means any waste materials or mixture of wastes defined as a “hazardous substance” or “hazardous waste” pursuant to RCRA, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601 and following or as defined by CalRecycle. If there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term hazardous waste will be construed to have the broader, more encompassing definition.

Medical waste means any item regulated under the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code), that has not been treated and may not be disposed of at a solid waste disposal facility.

Mixed use premise means all lots zoned with a blend of various compatible uses such as commercial and residential. The uses may be located in the same building or in separate buildings.

Organic recycling means the controlled and monitored process of separation, recovery, volume reduction, conversion, or recycling of organic waste for the purpose of recovery.

Recycling means the process of sorting, cleansing, treating and reconstituting of recyclables, which would otherwise be disposed of at a disposal site, for the purpose of returning the

recyclables to the economy in the form of raw materials for reused, remanufactured or reconstituted products.

Residential premises mean all residentially zoned lots used for residential purposes, excluding premises with multi-family structures consisting of five or more units.

Responsible Person means any individual, firm, copartnership, joint venture, association, corporation, governmental agency, and the plural as well as the singular, responsible for the day to day operation of each commercial, residential, or mixed use premise in the city at which solid waste is generated or accumulated.

Salvageable material includes materials which can be separated from solid waste and sold for reuse or recycling, but does not include material disposed of at a landfill.

Solid waste means all putrescible and nonputrescible solid, semisolid, and liquid waste generated or accumulated for collection or disposal within the city. Solid waste includes bulky items, construction and demolition waste, green waste, and organic waste. Solid waste does not include any of the following: (1) hazardous waste, (2) medical waste regulated under the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code) that has not been treated and may not be disposed of at a solid waste disposal facility, and (3) recyclable material.

Truck means any truck, trailer, semitrailer, conveyance, vehicle or equipment approved by the department used to collect or haul refuse.

SECTION 2. Amendment. Section 74-2 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 74-2. - Rules and regulations.

- (a) The department is authorized to make and enforce rules and regulations governing solid waste generation, storage, recovery, accumulation, collection, transportation and disposal; types of solid waste containers and vehicles used therefor; for the operation and maintenance of sanitary methods of solid waste disposal; and for the effective administration of this chapter. All such rules and regulations shall be consistent with this chapter and effective on the 30th day following filing thereof with the clerk and serving thereof on each affected franchisee.
- (b) Any person who asserts that he or she is aggrieved by the terms or application of a regulation issued pursuant to this chapter may appeal the regulation by filing a written notice of appeal with the clerk. The notice of appeal shall specifically identify the regulation from which appeal is taken and the reasons for the appeal. Upon receipt of such a notice, the clerk shall schedule the appeal for a public hearing by the council, notice of which is given in the manner prescribed by section 74-7. At the conclusion of the public hearing, the council shall be vested with jurisdiction to deny the appeal or rescind or modify the determination. The decision of the council shall be final. Any regulation from which an appeal is filed prior to the effective date thereof shall not become effective until the date of a determination by the council of the appeal. Any regulation from which an appeal is filed on or subsequent to the effective date thereof shall remain in full force and effect during the pendency of the appeal, and any decision which rescinds or modifies the regulation shall apply prospectively.

- (c) It shall be unlawful and constitute a violation of this section for any person to violate or fail to comply with the provisions of regulations issued pursuant to this section which are expressly authorized by other sections of this chapter.

SECTION 3. Amendment. Sec. 74-3 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 74-3. - Applicability of State Regulations. The regulations of CalRecycle appearing in chapter 3 of division 7 of title 14, California Administrative Code, commencing with section 17200, shall be applicable within the city. All of such regulations shall be enforced in the same manner as this chapter, and violations of any of such regulations shall constitute violations of this section. This section shall be enforced by the department.

SECTION 4. Amendment. Section 74-4 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 74-4. - Federal and state standards.

- (a) All franchises issued to the franchisees shall be subject to the terms and conditions specified in this chapter, in the franchise agreement, and in all other applicable federal, state and local laws and regulations.
- (b) In granting any franchise, the city council may prescribe such other additional terms and conditions, not in conflict with this chapter, as in the judgment of the city council are in the public interest.
- (c) The franchisees shall provide solid waste collection, removal, recycling, organic recycling, and transportation services consistent with the provisions of this chapter, the terms and conditions of the franchise issued, and any applicable federal, state, or local statute, ordinance, rule or regulation.
- (d) The franchisees shall provide services without undue interruptions caused by mechanical failures or other inadequacies of equipment and shall utilize equipment in quantities and of an age and quality adequate for the provisions of reliable service and to provide preventive and repair maintenance of such equipment sufficient to ensure reliability.

SECTION 5. Amendment. Section 74-5 is hereby amended to read as set forth below:

Sec. 74-5. Enforcement

Except as otherwise expressly provided, this chapter shall be enforced by the general services director, and/or his or her designee.

SECTION 6. Amendment. Section 74-6- is hereby amended to read as set forth below:

Sec. 74-6. – Abatement Proceedings

Any operation contrary to this chapter or contrary to residential or commercial franchise, or the terms or conditions imposed therein, is unlawful and a public nuisance. The department is authorized to commence, in the name of the city, actions or proceedings for the abatement and removal and enjoining thereof in the manner provided by law and shall take such other steps and shall apply to such court as may have jurisdiction to grant such relief as will abate and remove such operation and restrain and enjoin any person from so operating.

SECTION 7. Amendment. Section 74-7- is hereby amended to read as set forth below:

Sec. 74-7. - Notices.

- (a) Whenever a section of this chapter authorizes or requires a public hearing to be conducted by the council, notice of the time, date, place and purpose of the hearing shall be published at least once not later than ten calendar days in advance of the date of commencement of the hearing in a newspaper of general circulation which is published within the city and shall be served upon the franchisee who is affected by the hearing.
- (b) Any notice or other communication to the franchisee which is authorized or required by this chapter shall be deemed served and effective for all purposes when reduced to writing and deposited in the United States mail, postage prepaid, and directed to the latest address of the franchisee shown in the city records.

SECTION 8. Amendment. Section 74-8 hereby amended to read as set forth below:

Sec. 74-8. – Unlawful dumping prohibited.

It is unlawful for any person to place, deposit, dump, release, spill, leak, pour, emit, empty, discharge, inject, bury, or dispose into the environment (including by abandonment or discarding of barrels, containers, and other closed receptacles) or cause to be placed, deposited, dumped, released, spilled, leaked, poured, emitted, emptied, discharged, injected, buried, or disposed, any solid waste to come to be located on any premises in the city, except in an authorized location or permitted container or at an authorized or permitted solid waste collection facility.

SECTION 9. Amendment. Article II –is hereby amended to read as set forth below:

ARTICLE II. - SANITATION REGULATIONS

SECTION 10. Amendment. Section 74-36 is hereby amended to read as set forth below:

Sec. 74-36. - On site storage

Every owner, tenant or occupant of a dwelling unit or keeper of every commercial premise or mixed use premise with a fixed location in the city which generates solid waste shall provide and, at all times, keep within an enclosure or conveniently located near an enclosure or building watertight containers and shall cause to be deposited in such containers, and not elsewhere, all solid waste accumulating on the premises. The containers shall have tightly fitted covers and

shall not leak or permit the escape of odors. It shall be unlawful for any person to fail to comply with the requirements of this section.

SECTION 11. Amendment. Section 74-37 is hereby amended to read as set forth below:

Sec. 74-37. - Collection or transportation prohibited.

Except as authorized, it shall be unlawful for any person to engage in the business of or otherwise organize, direct or sponsor the collection or transportation of solid waste within the city without possessing a valid residential or commercial franchise agreement with the city.

SECTION 12. Amendment. Section 74-38 is amended to read as set forth below:

Sec. 74-38. - Exempt collection or transportation.

The collection or transportation of the following types of solid waste under the circumstances indicated are exempt from the provisions of section 74-37:

- (1) Solid waste on or from any federal facility or housing project property owned by the United States or from any state facility owned by the state;
- (2) Solid waste produced by operation of the public agency under a system of solid waste collection of the public entity under a system of solid waste collection and transportation operated and maintained by the public agency;
- (3) Solid waste accumulated as a result of operation of the farm or ranch consisting of five acres or more;
- (4) Solid waste generated on a commercial, mixed use premise or residential premise removed by the responsible person from his or her premises to a lawful point of disposal;
- (5) Construction and demolition waste removed from the premises by a licensed contractor using its own employees and equipment as an incidental part of a total service offered by that contractor to a lawful disposal location;
- (6) Yard waste removed from the premises by a gardening, landscaping, or tree trimming contractor as an incidental part of the total service offered by the contractor to a lawful point of disposal;
- (7) Dead animals, bones, meat scraps or food waste resulting from food processing plants for tallow or fertilizer, or other waste material to be used as raw material in manufacturing, or solid waste for purposes of salvage; provided that such persons shall reuse or recycle or cause to be reused or recycled all material collected, and shall not transport any collected materials to a disposal site;
- (8) Solid waste which cannot be handled by standard solid waste collection equipment or which involve significant health, operating or handling hazards, including but not limited to, rice hulls, tomato pulp, chemical residues, explosives, and other toxic, noxious or hazardous substances; provided that all such wastes shall be deposited in and

appropriate disposal area permitted pursuant to California State Solid and/or Hazardous Waste Management Standards; and

- (9) Commercial edible food resulting from commercial establishments for the purposes of redistribution and recovery for consumption.

Any transportation of solid waste collected in the city authorized by the section must be transported to a materials handling, recovery, transfer, or disposal facility, or site permitted by CalRecycle in strict compliance with any and all requirements of this chapter related to transportation and any regulations issued hereunder.

SECTION 13. Amendment. Section 74-39 is hereby amended to read as set forth below:

Sec. 74-39. – Solid Waste removal.

Except as otherwise provided by this chapter, all solid waste created, produced or accumulated in or about a residential premise situated in the city, shall be collected in a solid waste cart, and removed from the premises by the franchisee with a residential franchise at least once every week. All solid waste, created, produced or accumulated in or about any commercial premise with a fixed location shall be removed from the premises by a franchisee with a commercial franchise at least once every week. All solid waste, created, produced or accumulated in or about any mixed-use premise with a fixed location shall be removed from the premises by a franchisee at least once every week. Pursuant to regulations issued as required by section 74-2, the general services department may require a greater or lesser number of collections consistent with proper sanitation requirements. It is unlawful for the responsible person of any of such premises to fail or neglect to provide for the removal of solid waste as required by this section or regulations issued under this chapter. Each day's violation of this section shall be treated and considered to be a separate and distinct offense.

SECTION 14. Amendment. Section 74-40 is hereby amended to read as set forth below:

Sec. 74-40. - Mandatory service.

Except as otherwise expressly provided by this chapter, the responsible person of every commercial premise, mixed use premise and residential premise located within the city shall subscribe to a solid waste collection service operating pursuant to this chapter. Each business (DBA) and/or residential unit with a separate address and each separate business unit and each separate dwelling unit, under separate rental agreement, with a common address located on such parcel shall subscribe to such solid waste collection service.

- (b) Exceptions to this mandatory service requirement are listed in sections 74-38 and 74-138 of this chapter, but in any case any parcel owner of a five-acre or larger parcel may submit a written request for an exemption from mandatory service to the director, who will consider such requests on a case by case basis. The general services director and/or his or her designees, will submit a written response within 30 days of receipt of a written request either approving or denying the exemption from mandatory service.

- (c) The department may, in connection with solid waste collection mandated by this section, adopt and issue from time to time, pursuant to section 74-2, regulations which prescribe the type, capacity and number of containers; the permissible loaded weight of containers; the weight, size, and method of packaging nonputrescible wastes; and may designate the location of solid waste collection containers and packages to be set out for collection. The department may also issue regulations for remotely located accounts that provide for exempting, by the department, any such remote account from the mandatory service requirement of this section or that provides for a special fee, set by the department, for service provided to any such remote account.
- (d) The collection of solid waste shall include subscription to designated recyclable materials and/or designated organic recyclable materials collection with the same franchisee. The department may issue written approval via an alternative exemption and compliance form, pursuant to section 74-129.

SECTION 15. Amendment. Section 74-42 is hereby amended to read as set forth below:

Sec. 74-42. - Solid waste accumulation.

No owner, tenant or occupant of any premises in the city, whether vacant or improved, shall allow any accumulation of solid waste to remain thereon for longer than two weeks if such solid waste is within 400 feet of any dwelling unit or commercial building, for more than four weeks if beyond such distance, nor for any period of time if such solid waste is determined by the department to constitute a nuisance and is directed to be removed.

SECTION 16. Amendment. Section 74-43 is hereby amended to read as set forth below:

Sec. 74-43. - Construction and demolition solid waste.

Solid waste from building construction or demolition may be stored on site and in the open for a period of not more than four weeks, provided that such waste is not hazardous or noxious and does not constitute a public nuisance. Solid waste which may be transported by the wind shall be placed in suitable containers daily and removed as necessary. Adequate storage capacity shall be provided to prevent littering of surrounding areas.

SECTION 17. Amendment. Section 74-44 is hereby amended to read as set forth below:

Sec. 74-44. - Public agency exemption.

Sections 74-38, 74-39 and 74-41 shall not be applicable to the United States, the state, the county, this city, a special district or any other local public agency with respect to the accumulation, collection or transportation of solid waste resulting from operations of such agency.

SECTION 18. Amendment. Section 74-44 is hereby amended to read as set forth below:

Sec. 74-45. - Departmental exemption

The department shall, upon application, grant a written exemption from the mandatory collection service requirements established by section 74-39 and 74-40 for any commercial or mixed use premise which does not generate solid waste, and may grant such an exemption for any residential premise if it determines that the occupant has adequate and appropriate arrangements for the disposal of solid waste and required subscription to collection service would constitute an unreasonable hardship or impractical burden.

SECTION 19. Amendment. Section 74-46 is hereby amended to read as set forth below:

Sec. 74-46. - Use of containers.

Under this chapter, no person, other than the customer who has contracted for service with a franchisee or a person with such customer's consent, shall deposit solid waste into a commercial solid waste bin, drop box or compactor placed in the city by a franchisee for the purpose of receiving solid waste.

SECTION 20. Amendment. Section 74-47 is hereby amended to read as set forth below:

Sec. 74-47. - Ownership of solid waste and salvageable materials.

It shall be unlawful for any person within the city, other than the franchisee to collect or remove solid waste placed by any person at a curb or in a container for collection.

SECTION 21. Amendment. Section 74-48 is hereby amended to read as set forth below:

Sec. 74-48. - Enforcement.

Sections 74-36, 74-37, 74-39, 74-40, 74-41, 74-42, 74-43, 74-44, 74-45, 74-46 and 74-47 shall be enforced by the general services director, and/or his or her designee.

SECTION 22. Amendment. Article III– Reserved is hereby amended to read as set forth below:

ARTICLE III. - RESERVED

SECTION 23. Amendment. Article IV. Business and Multifamily Recycling and Organics Recycling is hereby amended to read as set forth below:

ARTICLE IV. - RECYCLING AND ORGANICS RECYCLING

SECTION 24. Amendment. Section 74-126 is hereby amended to read as set forth below:

Sec. 74-126. Purpose and Declarations

- (a) It is the intent and purpose of this chapter to promote recycling and organics recycling by:
- (1) Requiring commercial premise, mixed use premise or residential premise in the City of Citrus Heights to keep designated recyclable materials and/or designated organic recyclable materials separate from all other solid waste;
 - (2) Requiring commercial premise and mixed use premise to provide signs and labeled containers for the storage and collection of designated recyclable materials and/or designated organic recyclable materials;
 - (3) Requiring commercial premise and mixed use premise to either self-haul or enter into a written service agreement for the collection and subsequent recycling of designated recyclable materials and/or designated organic recyclable materials at an authorized or permitted processing facility; and
 - (4) Prohibiting the collection of solid waste to commercial premise and mixed use premise that are not subscribed to designated recyclable materials and/or designated organic recyclable materials collection with the same franchisee without written approval from the City for an alternative compliance and exemption form set forth in section 74-129(a)(3).

SECTION 25. Amendment. Section 74-128 is hereby amended to read as set forth below:

Sec. 74-128. – Recycling requirements.

- (a) Each commercial premise, mixed use premise or residential premise that generates more than the applicable amount of weekly solid waste established under the Act must make arrangements for the diversion of designated recyclable materials and/or organic recyclable materials, either through a collection service with a franchisee or by receiving an approval for an alternative compliance and exemption form from the City.

SECTION 26. Amendment. Section 74-129 is hereby amended to read as set forth below:

Sec. 74-129. - Requirements for designated recyclable material collection and designated organic recyclable material collection.

- (a) Each commercial premise, mixed use premise or residential premise subject to the requirements of section 74-128 must comply with the following requirements as applicable:
- (1) Source separate designated recyclable materials and/or designated organic recyclable materials from solid waste.
 - (2) Provide for a basic level of recycling service and/or organics recycling service that includes, at a minimum, the collection of designated recyclable materials and/or designated organic recyclable materials.
 - (3) Commercial premises shall:

- (i) Enter into a written service agreement with a franchisee for the collection of garbage, designated recyclable materials and/or designated organic recyclable materials; or
 - (ii) Complete and submit a copy of an alternative compliance form to the City for approval. A copy of the approved alternative compliance and exemption form shall be maintained and made available to the general services director, and/or his or her designee, upon request; or
 - (iii) Complete and retain on-site an alternative compliance and exemption form certifying that all self-hauling activities will be completed in accordance with the provisions of this chapter or any other applicable law or regulation. A copy of such form shall be made available to the general services director, and/or his or her designee, upon request.
- (4) Provide appropriate containers with prominent signage for designated recyclable materials and designated organic recyclable materials.
 - (5) Notify and instruct employees and tenants, in writing, of applicable source separation requirements, including a list of designated recyclable materials that are required to be source separated for designated recyclable materials and/or designated organic recyclable materials that are required to be source separated for recycling.
- (b) Each commercial premise shall provide recyclable materials containers for designated recyclable materials and/or designated organic recyclable materials in maintenance and work areas where designated recyclable materials and/or designated organic recyclable materials may be collected and/or stored.
 - (c) Each commercial premise and mixed use premise shall prominently post and maintain one or more signs where designated recyclable materials and/or designated organic recyclable materials are collected and/or stored that set forth what materials are required to be source separated, in addition to collection procedures for such materials.
 - (d) Each commercial premise and mixed use premise shall ensure that designated recyclable materials and/or designated organic recyclable materials generated at their site will be taken only to a recycling facility, and not to a landfill for disposal, by complying with all requirements under this chapter.
 - (e) The service agreement or other documents pertaining to this chapter, shall be available for inspection by the general services director, and/or his or her designee, at the principal location of the commercial premise or mixed use premise during normal business hours.
 - (f) Nothing in this chapter shall abridge the right of any commercial premise or mixed use premise, or any other person, to sell or exchange at fair market value its own designated recyclable materials and/or designated organic recyclable materials which are source separated for reuse and recycling.
 - (g) No franchisee shall be held liable for the failure of its customers to comply with such regulations.
 - (h) No responsible person shall be liable for the failure of their franchisee to deliver designated recyclable materials and/or designated organic recyclable materials to a recycling or organics recycling facility.

SECTION 27. Amendment. Section 74-131 is hereby amended to read as set forth below:

Sec. 74-131. - Designation of recyclable materials and organic recyclable materials.

- (a) Designated recyclable materials and/or designated organic recyclable materials shall be source separated from solid waste before collection, removal, transportation or disposal pursuant to this chapter. The general services director, and/or his or her designee, shall specify designated recyclable materials and designated organic recyclable materials that must be source separated by all covered generators pursuant to section 74-129. The specifications for designated recyclable materials and designated organic recyclable materials shall consider materials market conditions and the availability of a cost-effective system for recycling such materials.
- (b) Furthermore, all franchisees are encouraged to recycle additional materials, whether or not they have been specified as designated recyclable materials and designated organic recyclable materials.

SECTION 28. Amendment. Section 74-132 is hereby amended to read as set forth below:

Sec. 74-132. - Ownership of recyclable materials and organic recyclable materials.

- (a) All designated recyclable materials and designated organic recyclable materials placed in automatic lift containers, bins or roll-off bins shall be considered owned by and be the responsibility of the franchised waste hauler. Without permission of either the general services director, and/or his or her designee or the franchised waste hauler, no person shall collect designated recyclable materials and/or designated organic recyclable materials placed in automatic lift containers, bins or roll-off bins for recyclable materials and/or organic recyclable materials by customers.
- (b) Except as authorized by section 74-138 (self-hauling) below, it shall be unlawful for any person to engage in the business of collecting, removing or transporting, or to otherwise organize, direct or sponsor the collection, removal or transportation of designated recyclable materials and/or designated organic recyclable materials who is not a franchisee.

SECTION 29. Amendment. Section 74-133 is hereby amended to read as set forth below:

Sec. 74-133. - Requirements for franchisees.

- (a) Solid waste haulers shall be "franchised" pursuant to the provisions of chapter 74 of this Code, and such "franchise agreement" shall be in full force and effect.
- (b) Franchisees shall offer collection service and automatic lift containers, bins or roll-off bins for designated recyclable materials and/or designated organic recyclable materials sufficient to accommodate the quantity and types of designated recyclable materials and designated organic recyclable materials to all its solid waste customers.

- (c) Franchisees shall equip and provide automatic lift containers, bins and roll off bins for designated recyclable materials and/or designated organic recyclable materials with locks and/or other suitable features to prevent theft of recyclable materials.
- (d) Franchisees may subcontract for collection of designated recyclable materials and/or designated organic recyclable materials, so long as the subcontractor holds a current franchise agreement.
- (e) Franchisees shall conduct all activities in accordance with all applicable state and local laws and best management practices. Vehicles, equipment and containers shall be kept in a clean and well-maintained condition.
- (f) Franchisees shall not take a customer's designated recyclable materials to a landfill or other disposal site, but to a recycling facility or designated organic recyclable materials to a landfill or other disposal site, but to an organics recycling facility.
- (g) Franchisees, upon request, shall provide the general services director, and/or his or her designee, with a copy of a service agreement or other document (e.g., receipt from a recycling facility) demonstrating that the commercial premise, mixed use premise or residential premise designated recyclable materials and/or designated organic recyclable materials are being taken to a recycling facility. The service agreement or other documents shall be available for inspection by the general services director, and/or his or her designee, at the franchisee's place of business during normal business hours.
- (h) City staff may audit all franchisees' records.
- (i) Franchisee shall not provide garbage collection services to commercial premise or mixed use premise that are not subscribed to designated recyclable materials and designated organic recyclable materials collection with the same franchisee or without written approval from the city for alternative compliance and exemption form set forth in section 74-129(a)(3).

SECTION 30. Amendment. Section 74-134 is hereby amended to read as set forth below:

Sec. 74-134. - Requirements for service agreements.

- (a) Franchisees shall execute a written service agreement each commercial, mixed use premise and residential premise, as required in section 74-129 of this chapter, before the franchisee begins to collect garbage and/or designated recyclable materials and/or designated organic recyclable materials.
- (b) Service agreements shall incorporate, but are not limited to, the following terms and conditions:
 - (1) Be clearly labeled as a service agreement;
 - (2) Describe the garbage and/or designated recyclable materials and/or designated organic recyclable material collection services and/or designated organics recyclable materials collection services to be provided by the franchisee, and the cost for providing such services to the customer;
 - (3) Clearly state the initial term and renewal terms;

- (4) Include the condition, as applicable, that the franchised waste hauler cannot provide garbage collection services to a commercial premise or mixed use premise unless:
 - The commercial premise or mixed use premise is also receiving both recyclable materials and organics recyclable waste collection services from the franchised waste hauler; or
 - The city has received and provided the commercial premise or mixed use premise with written approval of its alternative compliance and exemption form request.
 - (5) May contain automatic renewal for successive periods of no longer than one year, unless either party gives written notice of termination by certified or registered mail at least 60 days prior to termination date of the current agreement;
 - (6) May be amended as mutually agreed upon by the customer and the franchisee;
 - (7) Customers are to receive a written notice of price increases not less than 30 days prior to the effective date of such price increase;
 - (8) Franchisees shall respond to customer inquiries regarding the service agreement within 30 days;
 - (9) Include language stating that collection containers will be removed from the property of a customer within 30 days of final termination of services to the customer;
 - (10) Not require customers to pay over three months' liquidated damages during the renewal term and over six months' liquidated damages during the initial term of the service agreement;
 - (11) Not require a customer to give a franchisee the exclusive right to provide designated recyclable materials collection and/or designated organic recyclable materials collection services as a condition of a service agreement, unless the customer affirmatively indicates that is its desire;
 - (12) Not require customers to give notice of any offer by a competitor or require customers to give franchised waste haulers the right to respond to such an offer;
 - (13) Franchise agreements must be in full force and effect for the service agreement to be effective; and
 - (14) The franchisee cannot provide garbage collection services unless the commercial premise or mixed use premise is also receiving both designated recyclable materials and designated organics recyclable waste collection without written approval from the city for an exemption or waiver set forth in section 74-129(a)(3).
- (c) The requirements for service agreements contained in this section shall be incorporated into all new service agreements upon enactment of this chapter. Existing service agreements between a franchisee and a customer executed before the effective date of this chapter shall remain in force for the remainder of the existing contract and shall be governed by the terms and conditions specified in the existing service agreement, provided that such existing service agreements shall comply, to the extent allowable by law, with the new recycling and organics recycling programs established by this chapter.

- (d) National contracts or agreements are exempt from the requirements of contract length and renewal terms.

SECTION 31. Amendment. Section 74-135 is hereby amended to read as set forth below:

Sec. 74-135. - RESERVED

SECTION 32. Amendment. Section 74-136 is hereby amended to read as set forth below:

Sec. 74-136. – RESERVED

SECTION 33. Amendment. Section 74-137 is hereby amended to read as set forth below:

Sec. 74-137. - Requirements for multi-family residential properties.

- (a) Multi-family residential tenants shall be responsible for compliance with the requirement to source-separate designated recyclable materials and/or designated organic materials from solid waste pursuant to subsection 74-129(a)(1).
- (b) No multi-family residential property owner pursuant to this chapter shall be cited for noncompliance with this chapter as a result of the failure of his or her rental property tenants to source separate designated recyclable materials and/or designated organic materials from solid waste pursuant to subsection 74-129(a)(1).
- (c) Multi-family residential property owners who are covered generators pursuant to this chapter shall be responsible for compliance with subsections 74-129(a)(2), (3), (4), and (5), as well as subsections 74-129(b), (c), (d), and (e).
- (d) Every multi-family residential unit shall have a designated recyclable material and/or designated organic recyclable materials container provided by either the multi-family residential property owner or by the multi-family residential tenant as part of their rental agreement.

SECTION 34. Amendment. Section 74-138 is hereby amended to read as set forth below:

Sec. 74-138. - Requirements for self-hauling.

- (a) A responsible person may self-haul or transport designated recyclable materials and/or designated organic recyclable materials generated and collected at its commercial premise, mixed use premise, or residential premise to a recycling facility that diverts designated materials from disposal, rather than hiring a franchised waste hauler, only if a responsible person of the entity completes this activity by utilizing a vehicle owned by either an employee or the entity and has submitted an alternative compliance form to the City and received written approval for self-hauling activities.

- (b) A responsible person that self-hauls or transports designated recyclable materials and/or designated organic recyclable materials under the provisions of this chapter shall follow established provisions pursuant to section 74-129.
- (c) A responsible person that self-hauls or transports designated recyclable materials and/or designated organic recyclable materials generated and collected at its commercial premise, mixed use premise or residential premise to a recycling facility without the utilization of a franchisee must complete and retain on-site an approved alternative exemption and compliance form that certifies that all self-hauling activities will be completed in accordance with the provisions of this chapter and all applicable laws or regulations. The alternative compliance and exemption form shall be made available to the general services director, and/or his or her designee, upon request. At a minimum, the responsible person shall provide the following information on the alternative compliance and exemption form:
 - 1) The name, address and telephone number of the responsible person that is signing the alternative compliance and exemption form.
 - 2) A list of the types of designated recyclable materials and/or designated organic recyclable materials being self-hauled.
 - 3) For each type of designated recyclable material and/or designated organic recyclable material, the amount that is being taken from the commercial premise, mixed use premise or residential premise to a recycling and/or organics facility quarterly.
 - 4) The name and address of the recycling and/or organic recycling facility(ies).
 - 5) A written statement signed by the responsible person certifying that the responsible person at the commercial premise, mixed use premise or residential premise agrees to comply with the requirements of this chapter.
- (d) The alternative compliance and exemption form shall contain a written statement signed by the responsible person at the commercial premise, mixed use premise or residential premise certifying that the owner or generator is in compliance with the requirements of this chapter.
- (e) The general services director, and/or his or her designee, may restrict or prohibit self-hauling if the general services director, and/or his or her designee, determines, after providing 30-day written notice and an opportunity for a hearing, that the self-hauling activities violate the provisions of this chapter or any other applicable law or regulation.
- (f) The general services director, and/or his or her designee, will notify the responsible person at the commercial premise, mixed use premise or residential premise if the alternative compliance and exemption form has been approved within 14 days of receiving the submitted request.

SECTION 35. Amendment. Section 74-139 is hereby amended to read as set forth below:

Sec. 74-139. - Appeal upon denial of certificate of operation or self-haul certificate.

- (a) Within 30 days of written notification of denial, or within 60 days of general services director's and/or his or her designee's failure to act on the certificate, applicant has the right to meet with the general services director, and/or his or her designee, to review the items cited in the written notice and provide any additional evidence to support an approval.

Within 15 days of such meeting, the general services director, and/or his or her designee, will make a final, written determination of the application based on the reviews of additional evidence, together with the original application. The general services director, and/or his or her designee, will send a copy via mail or email of all final, written determinations, including reasons for denial, if any, to both applicant and the city manager.

- (b) Applicant may, within ten days after receiving the final denial from the general services director, and/or his or her designees, request a public hearing before the city council by submitting to the city clerk a written petition for an appeal hearing. If a public hearing is requested, the city clerk shall set the matter for hearing at the next possible regularly scheduled city council meeting or any later date as agreed upon by the applicant and city clerk. At such hearing, applicant may present evidence in writing and through testimony of its employees and others relevant to the application. During such hearing, the city council may demand from the applicant such additional information as the city council may deem relevant and necessary. Standard rules of evidence are not in effect at such public hearing, and the applicant shall have the burden of proof to show facts demonstrating that the applicant does, in fact, meet the requirements of this chapter. Any hearing may be continued or adjourned to a stated time and place without the giving of further notice. The city council will provide applicant with a written explanation of its determination on the application within 30 days of such hearing. The city council's decision is final.

SECTION 36. Amendment. Section 74-140 is hereby amended to read as set forth below:

Sec. 74-140. - Reporting.

- (a) Franchisees shall provide the following reports to the city, no later than the last day of the month for the preceding reporting period. Reporting shall occur on a quarterly basis, or as requested by the general services director and/or his or her designee. Reports shall include, at a minimum, the following information:
- (1) The total number of commercial premise, mixed use premise and residential premises in the city that are in compliance with the Act;
 - (2) The total number of commercial premise, mixed use premise and residential premises that are customers of the franchisee in the city;
 - (3) The total number of commercial premise, mixed use premise and residential premises that remain in violation of the Act for any reason;
 - (4) The total weekly cubic yards of garbage collection service, designated recyclable materials, and/or designated organic recyclable materials collection service provided to commercial premise, mixed use premise and residential premises during the reporting period.

Due dates for reporting are:

Reporting Period	Due Date
January 1—March 31	April 30
April 1—June 30	July 31

July 1—September 30	October 31
October 1—December 31	February 1

- (b) If the quarterly report is not filed by the due dates above, the report shall be deemed delinquent and the franchisee shall pay to the city a delinquent report charge in the amount of \$50.00 per day. If the report remains delinquent for more than 15 days, the franchisee shall pay to the city a delinquent report charge in the amount of \$100.00 per day.
- (c) Franchisee's failure to file the reports required by this chapter shall constitute cause for termination or suspension the franchisee's franchise pursuant to chapter 74 of the city Municipal Code.
- (d) Self-haulers shall prepare quarterly reports to be kept on site identifying, at a minimum, the following:
 - (1) The designated recyclable materials and/or designated organic recyclable materials tonnage collected and removed within the city limits during the previous quarter.
 - (2) The location of the recycling facility(s) to which the recyclable materials were taken and/or the location of the organics recycling facility(s) to which the organic recyclable materials were taken during the previous quarter.
- (e) The general services director, and/or his or her designee, shall provide and establish guidelines, forms and other appropriate material to assist franchisees and self-haulers in preparing the reports required by this chapter.

SECTION 37. Amendment. Section 74-141 is hereby amended to read as set forth below:

Sec. 74-141. - Exemptions from recycling standards.

- (a) Notwithstanding any other provision herein, a commercial premise or mixed use premise shall be exempt from the recycling requirements of this chapter if the owner or generator subscribes to less than the applicable amount of weekly solid waste established under the Act..
- (b) Notwithstanding any other provision herein, a commercial, mixed use premise or residential premise shall not be required to source separate recyclable materials and/or organic recyclable materials if the responsible person , demonstrates to the general services director and/or his or her designee that there is no collection service or other system available for recycling and/or organics recycling of such material.
- (c) Notwithstanding any other provision herein, a commercial premise, mixed use premise or residential premise shall be exempt from the designated recyclable materials and/or designated organics recyclable materials requirements in section 74-129 if all of the generators on the commercial premise, mixed use premise or residential are exempt from or not required to comply with the provisions of section 74-129, or if designated recyclable

materials and/or designated organics recyclable materials are not being generated by any activities occurring on the property.

- (d) Commercial premise, mixed use premise or mixed use premise may be exempted by the general services director, and/or his or her designee, if it is determined through a site visit that:
 - (1) that there is not adequate storage space for automatic lift containers, rolling carts, bins or roll-off bins for designated recyclable materials and/or designated organic recyclable materials on site and that it is infeasible for the premise to share automatic lift containers, rolling carts, bins or roll-off bins for designated recyclable materials and/or designated organic recyclable materials with another premise on an adjoining property; or
 - (2) that compliance with this chapter results in a violation of the city's zoning code, including city zoning regulations for minimum parking spaces. If the general services director, and/or his or her designee, determines that it is feasible for recycling containers to be placed on site or shared with an adjoining generator, the responsible person at the premise will be responsible for compliance with this chapter.
- (e) An application for an exemption shall be submitted to the general services director, and/or his or her designee, on a form prescribed by the general services director, and/or his or her designee. After reviewing the request, the general services director, and/or his or her designee, shall either approve or disapprove the exemption request.
- (f) The following persons shall automatically be exempt from the requirements of this chapter:
 - (1) The United States, State of California, a city, the county, a special district or other local public agency, or any employee or member of the Armed Forces thereof, when collecting or transporting designated recyclable materials and/or designated organic recyclable materials produced by operation of the public entity under a system of recyclable materials' collection and transportation operated and maintained by the public agency within the city limits as specified herein and in this chapter.
 - (2) Municipal corporations and other governmental agencies using their own vehicles and employees engaged in the collection, transportation or disposal of designated recyclable materials and/or designated organic recyclable materials within the city.

SECTION 38. Amendment. Section 74-142 is hereby amended to read as set forth below:

Sec. 74-142. - City rules and regulations.

- (a) The general services director, and/or his or her designee, is authorized to make and enforce administrative rules and regulations governing designated recyclable materials and designated organics recyclable materials at residential premises, commercial premises or mixed use premises, and all related activities including recycling, organics recycling, and commercial solid waste generation, storage, recovery, accumulation, collection, removal, transportation and disposal; the manner in which commercial garbage, designated recyclable material, and designated organic recyclable material services are provided; types of commercial garbage, recycling, and organics containers and vehicles used for the operation and maintenance of sanitary methods of commercial garbage, recycling, and organics recycling disposal; reporting requirements for franchised waste haulers and self-haulers; and

for the effective administration of this chapter. All such rules and regulations shall be consistent with the provisions of the city Municipal Code and shall be effective on the thirtieth day following the filing of any such rules and regulations with the city clerk.

- (b) The city council may, and is hereby empowered to, grant to a qualified applicant a non-exclusive franchise to engage in the business of collecting, transporting or disposing of commercial solid waste or designated recyclable materials or designated organic recyclable materials kept, accumulated or generated in the city limits.
- (c) The city council may, directly or by delegating such authority by ordinance or resolution, grant franchises based on compliance with this chapter. Any grant of a franchise by the city council may be subject to such terms, conditions, rules, regulations, restrictions, and limitations, as the city council deems necessary to protect the public health, safety, or welfare.
- (d) The city council hereby empowers and grants to the general services director, and/or his or her designee, the authority to enter into commercial non-exclusive collection service agreements (commercial non-exclusive franchises) with franchisees, to make administrative and non-substantive changes to certificates of operation forms, to specify designated recyclable materials and designated organic recyclable materials, and make administrative rules and regulations governing covered generators.
- (e) The city council hereby empowers and grants to the general services director, and/or his or her designee, the authority to administer, implement and enforce this chapter and administrative rules and regulations governing commercial premises, mixed use premise and residential premise designated recyclable materials collection and/or designated organics recyclable material collection thereafter.
- (f) It shall be unlawful and constitute a violation of this chapter for any person to violate or otherwise fail to comply with any rule or regulation issued pursuant to this chapter.

SECTION 39. Amendment. Section 74-143 is hereby amended to read as set forth below:

Sec. 74-143. - Rights reserved to city.

In addition to all other rights reserved to the city, the following shall apply:

- (1) There is hereby reserved to the city every right and power, and the exercise thereof, which is reserved or authorized by any provision of any lawful code, title or resolution of the city, whether enacted before or after the effective date of this chapter.
- (2) Neither the granting of any franchise or authorization, nor any provision of any franchise or authorization, shall constitute a waiver of or a bar to exercise of any governmental right or power of the city.
- (3) The grantee receiving any type of franchise agreement, license or certificate to collect recyclable materials and/or organic recyclable materials shall have no recourse whatsoever against the city, its officers, employees or agents, or any of the city member entities, their officers, employees, or agents for any loss, cost, expense or damage arising out of any provision or requirement of this chapter, commercial or residential franchise agreement issued under this chapter or because of the enforcement of this chapter.

- (4) There is hereby expressly reserved to the city council the power and authority to amend any section of this chapter so as to require additional or greater standards on the part of the franchisee, commercial premise, mixed use premise or residential premise.

SECTION 40. Amendment. Section 74-144 is hereby amended to read as set forth below:

Sec. 74-144. - Administration and costs.

- (a) The administration of this chapter is the duty of the general services director, and/or his or her designee. The general services director, and/or his or her designee, is authorized and directed by the city council to administer this chapter.
- (b) Commercial franchise fees may be used to fund solid waste related activities, including, but not limited to, administration, implementation and enforcement costs, road maintenance, and capital costs as programmed and adopted in the city budget.

SECTION 41. Amendment. Section 74-145 is hereby amended to read as set forth below:

Sec. 74-145. - Unlawful acts.

- (a) It shall be unlawful to combine designated recyclable materials and designated organic recyclable materials with garbage. Failure of a residential premise, commercial premise or mixed use premise to source separate designated recyclable materials and/or designated organic recyclable materials for recycling or organics recycling is a violation of this chapter.
- (b) It shall be unlawful for franchisees to commingle materials in garbage bins or carts with materials in recycling bins or carts and/or organics recycling bins or carts in one collection vehicle.
- (c) It shall be the responsibility of the responsible person whose garbage was not removed because it contained designated recyclable materials and/or designated organic recyclable materials to properly separate designated recyclable materials and/or designated organic recyclable materials from the uncollected garbage for proper recycling and/or organics recycling. Allowing such unseparated garbage to accumulate will be considered a violation of this chapter.

SECTION 42. Amendment. Section 74-146 is hereby amended to read as set forth below:

Sec. 74-146. - Implementation and enforcement.

The implementation and enforcement of chapter IV is the duty of the general services director, and/or his or her designee, of the city's general services department. The general services director, and/or his or her designee, is authorized and directed by the city council to implement and enforce this chapter.

SECTION 43. Amendment. Section 74-147 is hereby amended to read as set forth below:

Sec. 74-147. - Posting of notices.

- (a) The general services director, and/or his or her designee, may post notices on automatic lift containers, bins and roll-off bins that are used for solid waste collection and the collection of designated recyclable materials, and the collection of designated organic recyclable materials within the city limits if the owner of the automatic lift containers, bins and roll-off bins is in violation of this chapter, including, but not limited to, any regulation, franchise requirement, franchise agreement, information request, order, variance, or other requirement that the general services director, and/or his or her designee, is authorized to enforce or implement pursuant to this chapter.
- (b) A notice shall remain on automatic lift containers, bins and roll-off bins that are used for solid waste collection and the collection of designated recyclable materials, and the collection of designated organic recyclable materials within the city so long as the owner of the automatic lift containers, bins and roll-off bins is in violation of this chapter. The notice shall be posted on the automatic lift container, bin, and/or roll-off bin so as to be clearly visible to the general public and include all of the following information:
 - (1) The date the notice was posted on the container.
 - (2) The address or location of the property, including the identification of any dwelling unit, room number, apartment number, business or multi-family residential property.
 - (3) The name and contact telephone number of the agency posting the notice on the property.
 - (4) The city Municipal Code section that has been violated.
 - (5) A statement that it is unlawful for any person to engage in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the city, or to engage in the business of soliciting accounts or invoicing customers for commercial solid waste service in the city unless a franchise has first been granted pursuant to the provisions of this chapter and such a franchise is in full force and effect.
- (c) A statement that a person violating the posted notice is subject to criminal penalties pursuant to city code and administrative civil penalties in an amount of up to \$1,000.00 per day for each violation.
- (d) A statement that a person disturbing or destroying the posted notice is subject to administrative civil penalties in an amount of up to \$1,000.00, in addition to any other remedies provided by this chapter.

SECTION 44. Amendment. Section 74-148 is hereby amended to read as set forth below:

Sec. 74-148. - Notice of violation.

The general services director, and/or his or her designee, may issue a notice of violation to any person found to be in violation of a provision of this chapter, including, but not limited to, any regulation, franchise requirement, franchise agreement, information request, order, variance,

or other requirement that the general services director, and/or his or her designee, is authorized to enforce or implement pursuant to this chapter. Issuance of a notice of violation may also result in the issuance of a notice of administrative enforcement order pursuant to this chapter.

SECTION 45. Amendment. Section 74-149 is hereby amended to read as set forth below:

Sec. 74-149. - Notice of violation—Content.

- (a) In addition to any other content, a notice of violation shall contain the following elements:
 - (1) A statement of the general services director, and/or his or her designee, that indicates a violation has occurred.
 - (2) A citation of the provision of this chapter, including any regulation, franchise requirement, franchise agreement, information request, order, variance, or other requirement that has been violated.
 - (3) A date by which any person must be in compliance with this chapter including any regulation, franchise requirement, franchise agreement, information request, order, variance, or other requirement, or a date by which an action plan must be submitted by the person to propose a means and time frame by which to correct violations. The general services director, and/or his or her designee, may extend the compliance date when good cause exists for such an extension.
 - (4) Notification that continued non-compliance may result in additional enforcement action being taken against the business, facility, or any responsible persons.
 - (5) Notification that the city may recover any costs incurred by the city as a result of the violation.
 - (6) Notification that a violation of this chapter may result in an administrative civil penalty or in criminal penalties.
 - (7) Notification that the correction of any alleged violation(s) within the specified deadline date(s) will not necessarily prevent the general services director, and/or his or her designee, from issuing an administrative enforcement order and imposing administrative civil penalties relating to the alleged violation(s).
- (b) In addition to any other content, a notice of violation may establish required corrective actions, including the following:
 - (1) Terms, conditions, and requirements reasonably related to the provisions of this chapter, including the following:
 - a. Cessation of prohibited actions.
 - b. Correction of prohibited conditions.
 - c. A requirement for submittal of a written action plan for achieving and maintaining compliance with this chapter.
 - d. Reporting requirements to demonstrate ongoing compliance.

- (2) A requirement that the person receiving same shall submit written certification to the general services director, and/or his or her designee, that the necessary corrective actions have been completed. As appropriate for the type of correction action taken, the notice of violation may require documentation that substantiates the certification, including but not limited to, receipts, contracts, or photographs.
- (3) Any other terms or conditions reasonably calculated to prevent additional violations of this chapter.
- (c) An administrative enforcement order may be issued separately, but only after issuance of a notice of violation, or in combination with a notice and order, for the same violations or set of related violations.

SECTION 46. Amendment. Section 74-150 is hereby amended to read as set forth below:

Sec. 74-150. - Administrative enforcement order.

- (a) If the general services director, and/or his or her designee, determines that a responsible person or franchisee, has committed or is committing, a violation of any provision of this chapter, the general services director, and/or his or her designee, may issue an administrative enforcement order, after issuing a notice of violation or in combination with a notice of violation, requiring that the violation be corrected and imposing an administrative penalty.
- (b) Pursuant to this chapter, the violator shall be liable for a penalty consistent with the requirements of the Act or of not more than \$1,000.00 for each day on which each violation occurs and/or continues, whichever is greater.

SECTION 47. Amendment. Section 74-151 is hereby amended to read as set forth below:

Sec. 74-151. - Administrative enforcement order—Content.

- (a) In addition to any other content, an administrative enforcement order shall contain the following elements:
 - (1) A statement of the general services director, and/or his or her designee's, that indicates a violation has occurred.
 - (2) A citation of the provision of this chapter including any regulation, franchise requirement, franchise agreement, information request, order, variance, or other requirement that has been violated.
 - (3) A date by which any person must be in compliance with this chapter, or a date by which an action plan must be submitted by the person to propose a means and time frame by which to correct violations. The general services director, and/or his or her designee, may extend in writing the compliance date when good cause exists for such an extension.
 - (4) Notification that continued non-compliance may result in additional enforcement action being taken against the business, facility, or any responsible persons.

- (5) Notification that the city may recover any costs incurred by the city as a result of the violation.
 - (6) Notification as to whether an administrative civil penalty is imposed and the terms and conditions of payment, if any. In establishing the penalty amount, the general services director, and/or his or her designee, shall take into consideration:
 - a. The nature, circumstances, extent, and gravity of the violation;
 - b. The violator's past and present efforts towards compliant behavior;
 - c. The violator's ability to pay the penalty;
 - d. The deterrent effect that the imposition of the penalty would have on both the violator and the regulated community.
 - (7) Notification that the correction of any alleged violation(s) within the specified deadline date(s) will not necessarily prevent the general services director, and/or his or her designee, from issuing an administrative enforcement order and imposing administrative civil penalties relating to the alleged violation(s).
 - (8) Notification that the recipient has a right to a hearing on the matter as set forth in this chapter to appeal any findings or required corrective actions established by the general services director, and/or his or her designee.
 - (9) Notification of procedures for requesting a hearing under in this chapter.
- (b) In addition to any other content, an administrative enforcement order may establish required corrective actions, including the following:
- (1) Terms, conditions, and requirements reasonably related to the provisions of this chapter, including the following:
 - a. Cessation of prohibited actions.
 - b. Correction of prohibited conditions.
 - c. A requirement for submittal of a written action plan for achieving and maintaining compliance with this chapter.
 - d. Reporting requirements to demonstrate ongoing compliance.
 - (2) A requirement that the person receiving same shall submit written certification to the general services director, and/or his or her designee, that the necessary corrective actions have been completed. As appropriate for the type of correction action taken, the notice of violation may require documentation that substantiates the certification, including, but not limited to, receipts, contracts, or photographs.
 - (3) Any other terms or conditions reasonably calculated to prevent additional or on-going violations of this chapter.
- (c) A notice of violation or an administrative enforcement order may be issued separately or in combination with another notice or order for the same violations or set of related violations.

SECTION 48. Amendment. Section 74-152 is hereby amended to read as set forth below:

Sec. 74-152. - Delivery of notice or order.

Any notice of violation, franchise agreement revocation, administrative enforcement order or other enforcement action pursuant to the requirements of this chapter shall be subject to the following requirements:

- (1) Delivery shall be deemed complete upon either personal delivery to the recipient or by certified mail.
- (2) Where the recipient of the notice or order is the responsible person of the premises, the address for notice or order shall be the address from the most recently issued equalized assessment roll for the premises.
- (3) Where the responsible person of any premises cannot be located after reasonable efforts of the general services director, and/or his or her designee, the notice or order shall be deemed delivered after posting on the premises for a period of ten business days.

SECTION 49. Amendment. Section 74-153 is hereby amended to read as set forth below:

Sec. 74-153. - Administrative appeals.

- (a) *Hearing request.* Any responsible person served with an administrative enforcement order issued pursuant to this chapter may contest the order on the basis that there was no violation of this chapter or that he or she is not the responsible party. To contest the order, the person shall submit a request for hearing form to the city within 15 days from the date of the administrative enforcement order. Directions on how to obtain the request form will be provided on the order.
- (b) *Filing fee.* The completed request must be submitted together with a filing fee, established and amended from time to time by the general services director, and/or his or her designee, based on actual expense to conduct the hearing by the hearing officer.
- (c) *Notice of hearing.* The responsible person requesting the hearing shall be notified of the time and place set for the hearing at least ten days before the date of the hearing.
- (d) *Additional reports.* If the general services director, and/or his or her designee, submits an additional written report concerning the administrative enforcement order to the hearing officer for consideration at the hearing, then a copy of this report also shall be provided to the person requesting the hearing at least five days before the date of the hearing.

SECTION 50. Amendment. Section 74-155 is hereby amended to read as set forth below:

Sec. 74-155. - Hearing procedure.

- (a) *Setting the hearing.* A hearing before the hearing officer shall be set for a date that is not less than 15 days nor more than 60 days from the date that the request for hearing is filed. The person requesting the hearing shall be notified of the time and place set for the hearing as soon as it is set, and at least ten days before the hearing. If the general services director,

and/or his or her designee, submits a written report concerning the citation to the hearing officer for consideration at the hearing, then a copy of the report shall be served on the person requesting the hearing at least five days before the hearing. No hearing shall be held unless the filing fee has been paid in advance as required in this chapter.

- (b) *Failure to appear.* The failure of the person requesting the hearing to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.
- (c) *At the hearing.* The administrative enforcement order and any additional report submitted by the general services director, and/or his or her designee, shall constitute prima facie evidence of the respective facts contained in those documents. At the hearing, the party contesting the citation shall be given the opportunity to testify and to present evidence concerning the citation.
- (d) *Continuances.* The hearing officer may continue the hearing and may request additional information from the general services director, and/or his or her designee, or the person receiving the administrative enforcement order before issuing the decision.

SECTION 51. Amendment. Section 74-156 is hereby amended to read as set forth below:

Sec. 74-156. - Form and contents of decision—Finality of decision.

- (a) Following the hearing, the hearing officer shall issue an order in writing no later than 30 days from the date of the hearing, unless the time is waived by the parties. The order shall contain findings of fact and rationale appropriate to the violation and result, and a resolution of the essential issues raised, including the following:
 - (1) Confirmation or denial of the occurrence of violations of this chapter that are alleged by the general services director, and/or his or her designee;
 - (2) Confirmation or rejection of any administrative civil penalty sought by the general services director, and/or his or her designee, and establishment of the monetary amount of any administrative civil penalty to be enforced; and
 - (3) Confirmation, amendment, or rejection of required corrective actions related to compliance with this chapter that are imposed by the general services director, and/or his or her designee, but only if those requirements are appealed by the person.
- (b) The hearing officer's order shall uphold required corrective actions if the responsible person fails to show clear and convincing evidence that the required corrective actions are unreasonable or unnecessary for achieving or demonstrating ongoing compliance with this chapter. The hearing officer's order may amend or reject required corrective actions provided that compliance with this chapter will be achieved.
- (c) The hearing officer's order shall inform the responsible person that failure to comply with the hearing officer's order shall constitute a misdemeanor and is subject to additional enforcement action, including criminal penalties and additional civil and administrative penalties.

- (d) The hearing officer's order shall inform the responsible person that the time and manner by which a person may file a challenge to the Hearing Officer's order is governed by Government Code § 53069.4, or any successor provision thereto.
- (e) The order issued by the hearing officer pursuant to this chapter shall be effective upon issuance. The decision of the hearing officer is final and may not be appealed.

SECTION 52. Amendment. Section 74-157 is hereby amended to read as set forth below:

Sec. 74-157. - Procedures for collection of administrative civil penalty.

- (a) Any administrative penalty due shall be paid to the city within 30 days after the hearing officer's decision is issued. If the penalty is not timely paid, the general services director, and/or his or her designee, may pursue all reasonable and legal means in collecting those sums authorized and due.
- (b) All administrative civil penalties collected from actions brought pursuant to this chapter shall be paid to the general services director and/or his or her designee, enforcing this chapter, and shall be expended to fund the activities of the department to implement the applicable provisions of this chapter.

SECTION 53. Amendment. Section 74-158 is hereby amended to read as set forth below:

Sec. 74-158. - Actions not prohibited.

This chapter does not do any of the following:

- (1) Otherwise affect the authority of the general services director, and/or his or her designee, to take any other action authorized by any other provision of law.
- (2) Restrict the power of a city attorney, district attorney, or the attorney general to bring, in the name of the people of California, any criminal proceeding otherwise authorized by law.
- (3) Prevent the general services director, and/or his or her designee, from cooperating with, or participating in, proceedings specified in subsection 74-157(b) above.

SECTION 54. Amendment. Section 74-159 is hereby amended to read as set forth below:

Sec. 74-159. - Penalties.

In addition to the administrative penalties imposed by section 74-149 of this chapter, the city may seek all other legal remedies available under state law and under this Code, including, but not limited to, criminal sanctions.

SECTION 55. Amendment. ARTICLE V SOLID WASTE COLLECTION is hereby amended to read as set forth below:

ARTICLE V. - SOLID WASTE COLLECTION

SECTION 56. Amendment. Section 74-166 is hereby amended to read as set forth below:

Sec. 74-166. - Award of franchise.

The city council may, at its sole discretion and upon such terms as it may prescribe, consistent with state law, award an exclusive or non-exclusive franchise to any qualified person to provide collection of solid waste and salvageable material for commercial premise, mixed use premise and residential premise in the city.

SECTION 57. Amendment. Section 74-167 is hereby amended to read as set forth below:

Sec. 74-167. - Fee for provision of service by city's franchisees.

- (a) Every responsible person who receives collection services from the city's franchisee shall pay a fee for the service. Maximum rates of compensation for residential collection services under the franchise agreement shall be established by a resolution adopted by the city council or in the franchise agreement.
- (b) The city's franchisee shall bill customers directly for refuse collection service. Except as provided herein, the refuse service charge for residential collection services shall be billed no less frequently than bimonthly. The residential solid waste collection service charge bill shall be due and payable 30 days after the date of billing and shall become delinquent 60 days after the date of billing. At the city's request, the franchisee shall make customer billing information available to the city for inspection.
- (c) The city's franchisee shall reconcile payments by customers against amounts billed to verify any delinquency in payment by customers. The franchisee shall make good faith efforts to collect on delinquent accounts.

SECTION 58. Amendment. Section 74-168 is hereby amended to read as set forth below:

Sec. 74-168. - Residential delinquency penalty.

Any residential solid waste collection service fee unpaid at the end of 60 days, when it becomes delinquent as designated in section 74-167, shall incur an added penalty charge of up to ten percent of the amount that has become delinquent. The delinquent amount, including the ten-percent penalty charge, shall thereafter incur an added penalty charge of up to 0.5 percent per month until paid or placed on the annual tax bill.

SECTION 59. Amendment. Section 74-169 is hereby amended to read as set forth below:

Sec. 74-169. - Lien.

- (a) Each customer service charge for residential solid waste collection service provided to a parcel located within the city, as described in section 74-40, and provided by the franchisee, together with any penalties levied on any such charges pursuant to resolution or ordinance adopted by the council or rules filed by the department pursuant to section 74-2 of this chapter, is made a lien upon any such parcel receiving such solid waste collection services, and any proceedings authorized by law to enforce payment of such liens may be taken by the city to enforce payment of such charges and penalties.
- (b) For five-acre and larger parcels wherein the owner has voluntarily subscribed to solid waste collection service, the parcel shall be lienable under this section.

SECTION 60. Amendment. Section 74-170 is hereby amended to read as set forth below:

Sec. 74-170. - Owner responsibility.

All charges for residential solid waste collection service for any parcel located within the city, as described in section 74-40, shall be billed to the owner of record of any such parcel as shown upon the county assessor's roll as of the date that solid waste collection service is commenced for the parcel. Alternatively, with the prior written consent of the owner of record the charges may be billed to his/her successor in interest to such person, such person's designee, or to any person requesting that such charges be billed to him or her; but in all cases the owner shall be liable for the charges and shall receive a copy of the bill. This section shall apply to all parcels receiving residential solid waste collection service.

SECTION 61. Amendment. Section 74-171 is hereby amended to read as set forth below:

Sec. 74-171. - Opening bills.

Billing for residential solid waste collection services shall commence on the date the dwelling units are suitable for occupancy. This shall normally be considered to be 90 days after the dwelling units are connected to the public sewer system; however, the department is empowered to vary the date that the dwelling units are considered suitable for occupancy, based on a reasonable interpretation of information obtained from public records or field inspection. The department may also initiate billing based upon a request for other utility services to the premises or notification from owners or occupants that the structure is completed. In all cases, opening bills shall be to the owner of record of the property as of the date the property is considered suitable for occupancy unless otherwise requested by the owner in writing.

SECTION 62. Amendment. Section 74-172 Reserved is hereby amended to read as set forth below:

Secs. 74-172.—74-179. - Reserved.

SECTION 63. Amendment. ARTICLE VI. EDIBLE FOOD RECOVERY REQUIREMENTS Section 74-180 is hereby ADDED to read as set forth below:

ARTICLE VI. – EDIBLE FOOD RECOVERY REQUIREMENTS

Sec. 74-180. – Edible food recovery requirements.

- A. Tier one commercial edible food generators must comply with the requirements of Title 14, Division 7, Chapter 12 of the California Code of Regulations commencing January 1, 2022, or as amended in the Act.
- B. Tier two commercial edible food generators must comply with the requirements of Title 14, Division 7, Chapter 12 of the California Code of Regulations commencing January 1, 2024, or as amended in the Act.
- C. A large venue or large event operator (each as defined under the Act) that does not provide food services, but allows for food to be provided, must require food facilities operating at the large venue or large event to comply with the requirements of Title 14, Division 7, Chapter 12 of the California Code of Regulations.

SECTION 64. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 65. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this _____ day of _____ 2020 by the following vote:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 10, 2020

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

FROM: Colleen McDuffee, Community Development Director
Casey Kempenaar, Planning Manager
Leslie Blomquist, City Engineer

SUBJECT: **Resolution Authorizing Application for the Per Capita Park Program**

Summary and Recommendation

The Parks and Water Bond Act of 2018 (Proposition 68) made over \$10 million available to cities and local districts with populations less than 200,000 in counties with populations greater than 500,000. The City of Citrus Heights is eligible to receive these funds which are allocated on a per person (population) basis.

Staff recommends the Council approve a resolution authorizing submittal of an application for the Per Capita Park Program grant.

1. Adopt Resolution No. 2020-___ a resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to submit an application for Per Capita Park Grant Funds.

Fiscal Impact

The city is eligible to receive \$177,952 from the California State Parks to fund improvements related to parks and park facilities. Staff envisions utilizing this funding to support construction of the Electric Greenway Trail Project (the Project).

The Project will serve a Severely Disadvantaged Community as defined by State Parks and, therefore, no local match is required. As a result, there is no fiscal impact for accepting this funding.

Background and Analysis

The Parks and Water Bond Act of 2018 (Proposition 68) made over \$10 million available to cities and local districts with populations less than 200,000 in counties with populations greater

than 500,000. The City of Citrus Heights is eligible to receive these funds in an amount of \$177,952, which are allocated on a per person (population) basis. The Per Capita grant provides funding for park related improvements within the city. Sunrise Recreation and Park District will also receive a similar allocation from the state. The non-competitive grant funds must be expended by December 2023.

Staff recommends utilizing the grant to fund a portion of the Electric Greenway Trail Project construction. The additional funding will support the completion of the Project despite escalating construction costs. The Electric Greenway Trail Project is currently in design, and construction is scheduled to begin in 2021.

Attachments

1. Resolution No. 2020-____ A resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to submit an application for Per Capita Park Grant Funds.

RESOLUTION NO. 2020 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
AUTHORIZING AN APPLICATION FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s);

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s).

NOW, THEREFORE, the Citrus Heights City Council hereby:

1. Approves the filing of a project application for Per Capita program grant project;
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s);
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s);
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Citrus Heights general or recreation plan (PRC §80063(a));
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d));
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code;
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Citrus Heights will consider a range of actions that include, but are not limited to, the following:
 - (a) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (b) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (c) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (d) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (e) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

- (f) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (g) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5));
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d));
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide;
 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 10th day of September 2020, by the following roll call vote:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 10, 2020

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

FROM: Leslie Blomquist, City Engineer

SUBJECT: Electric Greenway Trail Project ATPSB1L-5475(042)
Approval of Contract Amendment No. 4

Summary and Recommendation

On June 28, 2018, the City Council authorized an Agreement for Professional Services (Agreement) with GHD, Inc. (GHD) to provide support for the Project Approval/Environmental Documentation (PA/ED) phase of the Electric Greenway Trail Project (Project). On February 28, 2019, April 11, 2019, and January 23, 2020, the City Council authorized Agreement amendments for additional professional services to complete the environmental review, assist with right-of-way services, and develop the final plans for the project.

During the detailed design of the project and discussions with partner agencies, the need for additional items of work were identified in order to complete the design of the project. Staff has negotiated the scope and fee of \$75,075.41 for Contract Amendment No. 4 to provide the additional items of work necessary to complete the design of the Project, perform additional private property coordination and secure easements from our partner agencies.

Staff recommends the City Council adopt Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 4 to the Contract for Professional Services with GHD, Inc. for the 'Electric Greenway Trail Project' after obligation of funds by the California Transportation Commission.

Fiscal Impact

The current not-to-exceed fee for the PA/ED, final design (PS&E), and right-of-way (ROW) phases of the Project is \$881,880.75. Proposed Amendment No. 4, for services associated with all three phases will increase the not-to-exceed fee for services by \$75,075.41 to \$956,956.16.

Although not programmed in the 2019-2020 Capital Improvement Program (CIP), there are sufficient Measure A Capital (Pedestrian Safety) funds and Tree Mitigation Funds available to

supplement the programmed project funding and cover the additional professional services. The full funding for the ROW and final design phases of the project are outlined in the table below:

Funding Source	Amount
ATP Grant	26,034.49
Tree Mitigation Fee (Transfer of remaining unused funds from previous project phase)	482.89
Tree Mitigation Fee (Fund 264) (Amendment 4)	4,513.11
Measure A Capital-Pedestrian Safety (Fund 310) (Amendment 4)	44,044.92
Total Additional Project Funding	75,075.41

Background and Analysis

The Electric Greenway is a 2.9 mile multi-use trail between Sunrise Boulevard and Wachtel Way, largely following an existing Sacramento Municipal Utility District (SMUD) electric corridor easement. The Project is located in the city and unincorporated Orangevale, and connects several neighborhoods to seven parks, several schools, and the Sunrise MarketPlace. In addition to a paved multi-use trail, this Project also includes the following:

- A new signalized crossing on Fair Oaks Boulevard;
- Pathway lighting;
- Sidewalk, curb and gutter along a segment of Oak Avenue;
- Drainage improvements;
- Traffic signal modifications; and
- Landscaping.

On June 27, 2019, the City Council adopted resolutions adopting the Initial Study/Mitigated Negative Declaration, Mitigation Monitoring Plan and directing staff to proceed with final engineering design and ROW phases of the Project.

Previously, the city awarded a contract to GHD for the preliminary engineering, final design, and right-of-way phases of the Project. During the Project's final design phase, the design team identified additional items of work necessary to complete the project. These items include developing the formal documents necessary to obtain easements on San Juan Unified School District (SJUSD) and Sacramento Municipal Utilities District (SMUD) property. Items also include additional private property owner coordination, detailed underground utility data collection, topographic surveys and final design of electrical items.

Amendment No. 4 to the Agreement (Attachment 2) with GHD will provide the additional scope to finalize the design and ROW phases of the project.

This project aligns with the City Council's three-year strategic planning goal to "improve streets and infrastructure".

Attachments

- (1) Resolution No. 2020-_____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 4 to the Contract for Professional Services with GHD, Inc. for the 'Electric Greenway Trail Project' after obligation of funds by the California Transportation Commission.
- (2) Amendment No. 4 to the contract for professional services between the City of Citrus Heights and GHD, Inc. for the 'Electric Greenway Trail Project'.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH GHD, INC. FOR THE 'ELECTRIC GREENWAY TRAIL PROJECT' AFTER OBLIGATION OF FUNDS BY THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, in November 2016, the city received a \$350,000 (\$7,015,000 total project cost) regional Active Transportation Program (ATP) grant for the preliminary engineering of the Electric Greenway Trail Project;

WHEREAS, in September 2017, the city received a \$5,866,000 state Active Transportation Program SB1 Augmentation (ATPSB1) grant for the right-of-way, design, and construction phases of the Electric Greenway Project;

WHEREAS, on June 28, 2018, the City Council of the City of Citrus Heights, California authorized execution of an agreement with GHD, Inc. in the amount of \$470,076.63 for the preliminary engineering phase of the Electric Greenway Trail Project;

WHEREAS, on February 28, 2019, the City Council of the City of Citrus Heights, California authorized execution of Contract Amendment No. 1 with GHD, Inc. in the amount of \$7,534.36;

WHEREAS, on April 11, 2019, the City Council of the City of Citrus Heights, California authorized execution of Contract Amendment No. 2 with GHD, Inc. in the amount of \$17,606.98;

WHEREAS, on January 23, 2020, the City Council of the City of Citrus Heights, California authorized execution of Contract Amendment No. 3 with GHD, Inc. in the amount of \$386,662.78;

WHEREAS, on June 27, 2019, City Council adopted a Resolution directing staff to proceed with the right-of-way and final design phases of the Electric Greenway Trail Project;

WHEREAS, the city wishes to amend the agreement to provide professional services associated with the right-of-way (ROW) and final engineering design (PS&E) phases;

WHEREAS, Amendment No. 4, in the amount of \$75,075.41 will increase the total not-to-exceed contract fee to \$956,956.16; and

WHEREAS, the proposed professional services will be paid for with ATP grant funds, Tree Mitigation Funds (Fund 264), and Measure A Capital funds (Fund 310).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Contract

Amendment No. 4, in the amount not to exceed \$75,075.41, for the Electric Greenway Trail Project.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 10th day of September, 2020, by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

**AMENDMENT NO. 4 TO CONTRACT FOR PROFESSIONAL
SERVICES FOR THE ELECTRIC GREENWAY TRAIL PROJECT BETWEEN THE
CITY OF CITRUS HEIGHTS AND GHD, INC.**

This Amendment No. 4 (the "Contract Amendment No. 4") is entered into by and between the City of Citrus Heights ("City"), a municipal corporation in the State of California, and GHD, Inc., as of _____, 2020.

RECITALS

WHEREAS, the City and Consultant previously entered into that Contract for Professional Design Services for the Project Approval/Environmental Documentation (PA/ED) phase of the Electric Greenway Trail Project dated June 28, 2018 (the "Agreement");

WHEREAS, on February 28, 2019, Contract Amendment No. 1 in the amount of \$7,534.36, was executed to perform additional environmental studies;

WHEREAS, on April 11, 2019, Contract Amendment No. 2 in the amount of \$17,606.98, was executed to perform additional technical reports and environmental studies;

WHEREAS, on January 23, 2020, Contract Amendment No. 3 in the amount of \$386,662.78, was executed to perform professional services for the final engineering design (PS&E) and right-of-way (ROW) phases;

WHEREAS, City and Consultant now wish to execute Contract Amendment No. 4 to provide additional professional services for the PS&E and right-of-way ROW phases of the Electric Greenway Trail Project (the "Additional Work"); and

WHEREAS, City and Consultant also agree to increase the maximum compensation allowed under the Agreement by seventy-five thousand, seventy-five dollars and forty-one cents (\$75,075.41), for an amended total compensation of not-to-exceed nine hundred fifty-six thousand, nine hundred seventy-six dollars and twelve cents (\$956,956.16).

NOW, THEREFORE, the City and Consultant agree as follows:

1. Introduction. The City and Consultant agree to modify the Agreement to include the Additional Work. Article I, Section A of the Agreement, "INTRODUCTION," is hereby amended to read as follows:

"A. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposals dated June 6, 2018, January 21, 2019, March 19, 2019, December 20, 2019 and August 26, 2020. The approved CONSULTANT's Cost Proposals are attached hereto as Exhibits A, A1, A2, A3 and A4 and incorporated by reference. If there is any conflict between the approved Proposals and this contract, the contract shall take precedence."

2. Statement of Work. The City and Consultant agree to modify the Agreement to include the Additional Work. The first paragraph of Article II, of the Agreement, "STATEMENT OF WORK," is hereby amended to read as follows:

“Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to City the services described in the Scope of Work attached as Exhibits A, A1 A2, A3 and A4, and incorporated herein, at the time and place and in the manner specified therein.

3. Compensation. City and Consultant also agree to increase the maximum compensation allowed under the Agreement by seventy-five thousand, seventy-five dollars and forty-one cents (\$75,075.41). Article V, Section H of the Agreement “ALLOWABLE COSTS”, is hereby amended to read as follows:

“B. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$4,100.95. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

“H. The total amount payable by CITY including the fixed fee shall not exceed \$956,956.41.”

4. Exhibits. The Additional Work described under Sections 1 and 2 of this Amendment and the fee estimate of such work described under Section 3 of this Amendment are attached hereto as Attachment 1 and shall become Exhibit A4 to the Agreement.
5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect, including but not limited to, the terms and conditions regarding timing of payment, insurance and indemnification, and standard of care.

CITY OF CITRUS HEIGHTS

By: _____
Christopher W. Boyd, City Manager

Date: _____

Attest

Amy Van, City Clerk

Approved as to Form

Ryan Jones, City Attorney

GHD, INC.

By: _____

Date: _____

Title: _____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Markups are Not Allow



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant GHD Inc.Contract No. 20-18-002

Date

Revised 8/28/2020**Costs for Phase 2 - PS&E****DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal	Douglas Ries	0	\$ -	\$ -
Project Manager	Lindsey VanParys	52	\$ 71.46	\$ 3,715.92
Assistant PM	Daniel Kehrer	34	\$ 59.06	\$ 2,008.04
Environmental Planner D3	Snr. Enviro. Planner	0	\$ 52.36	\$ -
Engineer D3	Snr. Engineer	44	\$ 63.62	\$ 2,799.28
Engineer C2	Engineer	0	\$ 39.42	\$ -
Engineer B3	Engineer	0	\$ 38.87	\$ -
Engineer A3	Engineer	0	\$ 38.46	\$ -
Engineer A2	Engineer	102	\$ 28.13	\$ 2,869.26
Engineer D1	Engineer	0	\$ 52.21	\$ -
Environmental Planner E1	Enviro. Planner	0	\$ 47.27	\$ -
Engineer D3	Survey Manager	20	\$ 63.57	\$ 1,271.40
Technician/Technologist B3	Survey Technician	36	\$ 27.85	\$ 1,002.60
Survey/Fieldwork	1 Man Crew	22	\$ 77.00	\$ 1,694.00

LABOR COSTS

310

a) Subtotal Direct Labor Costs

\$15,360.50

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$15,360.50

INDIRECT COSTS

d) Fringe Benefits (Rate: 33.8%)

e) Total Fringe Benefits [(c) x (d)]

\$5,191.85

f) Overhead & G&A (Rate: 133.18%)

g) Overhead [(c) x (f)]

\$20,457.11

h) General and Administrative (Rate: ___%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]

\$25,648.96

FIXED FEE**k) TOTAL FIXED FEE**

[(c) + (j)] x fixed fee 10.0%

\$

4,100.95

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	mile	0.545	\$ -
Postage	0	LS	\$0.00	\$ -
Copies (8.5x11)	0	ea	\$0.12	\$ -
Copies (11x17")	0	ea	\$0.25	\$ -
Plots (Color oversize)	0	ea	\$35.00	\$ -
Plots (24"x36")	0	ea	\$1.25	\$ -

l) TOTAL OTHER DIRECT COSTS

\$

-

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: Interwest Consulting

\$

2,480.00

Subconsultant 2: Subtronic

\$

1,568.00

Subconsultant 2: Alta Planning & Design

\$

5,000.00

Subconsultant 3: Y&C Transportation

\$

20,917.00

\$

-

m) TOTAL SUBCONSULTANTS' COSTS

\$

29,965.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$

29,965.00

TOTAL COST [(c)+(j)+(k)+(n)]

\$

75,075.41

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	2 Year Contract Duration
\$15,360.50	310	=	\$49.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.55	+	5%	=	\$52.03	Year 2 Avg Hourly Rate
Year 2	\$52.03	+	5%	=	\$54.63	Year 3 Avg Hourly Rate
Year 3	-	+		=	-	Year 4 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	310.0	=	310.0	Estimated Hours Year 1
Year 2	0.00%	*	310.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*		=	0.0	Estimated Hours Year 3
Total	100%			=	310.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.55	*	310	=	\$15,360.50	Estimated Hours Year 1
Year 2	\$52.03	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$54.63	*	0	=	\$0.00	Estimated Hours Year 3
			Total Direct Labor Cost with Escalation	=	\$15,360.50	
			Direct Labor Subtotal before Escalation	=	\$15,360.50	
			Estimated Total of Direct Labor Salary	=		Transfer to Page 1
			Increase		\$0.00	

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each yr.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant Interwest Consulting Group, Inc.Project No. Citrus Heights - Electric Greenway Trail ProjeContract No. PPNO:2512 CIP No 9978Date 8/31/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Corporate Broker	Kent Jorgensen	0.0	\$ 108.17	\$ -
Project Manager	John Almazan	17.0	\$ 62.50	\$ 1,062.50
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total:		17.0		\$ 1,062.50

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 1,062.50
b) Anticipated Salary Increases (see page 2 for calculations)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,062.50

INDIRECT COSTS

d) Fringe Benefits	Rate: 55.74%	e) Total fringe benefits [(c) x (d)]	\$ 592.24
f) Overhead	Rate: 48.82%	g) Overhead [(c) x (f)]	\$ 518.71
h) General and Administrative	Rate:	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$ 1,110.95

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.50%	\$ 271.68
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	57		\$ 0.58	\$ 33.06
Equipment Rental and Supplies	1		\$ 1.81	\$ 1.81
Permit Fees				\$ -
Plan Sheets				\$ -
Test				\$ -
l) TOTAL OTHER DIRECT COSTS				\$ 34.87

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:		
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		\$ -
m) SUBCONSULTANTS' COSTS		\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 34.87
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 2,480.00
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name:	<u>Kent Jorgensen</u>	Title*:	<u>VP and Director of Real Estate Services</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>8/31/2020</u>
Email:	<u>kjorgensen@interwestgrp.com</u>	Phone Number:	<u>949-870-5401</u>
Address:	<u></u>		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Acquisition Services

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$1,062.50	/	17.0	=	\$62.50	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$62.50	+	0.0%	=	\$62.50	Year 2 Avg Hourly Rate
Year 2	\$62.50	+	0.0%	=	\$62.50	Year 3 Avg Hourly Rate
Year 3	\$62.50	+	0.0%	=	\$62.50	Year 4 Avg Hourly Rate
Year 4	\$62.50	+	0.0%	=	\$62.50	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	17.0	=	8.5	Estimated Hours Year 1
Year 2	50.0%	*	17.0	=	8.5	Estimated Hours Year 2
Year 3		*	17.0	=	0.0	Estimated Hours Year 3
Year 4		*	17.0	=	0.0	Estimated Hours Year 4
Year 5		*	17.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	17.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 62.50	*	8.5	=	\$531.25	Estimated Hours Year 1
Year 2	\$ 62.50	*	8.5	=	\$531.25	Estimated Hours Year 2
Year 3	\$ 62.50	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$ 62.50	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$ 62.50	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$1,062.50	
Direct Labor Subtotal before escalation				=	\$1,062.50	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
4. Calculations for anticipated salary escalation must be provided.

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Alta Planning + Design, Inc.Project No. Citrus Heights Electric Greenway Contract No. PO #11179688 Date 8/28/2020**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal*	Emily Duchon	3	\$72.23	\$216.69
Project Manager*	Brian Burchfield	12	\$45.43	\$545.16
Designer	Molly McNally	25	\$32.50	\$812.50

LABOR COSTS

a) Subtotal Direct Labor Costs	\$1,574.35
b) Anticipated Salary Increases (see page 2 for calculations)	\$67.46
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$1,641.81

INDIRECT COSTS

d) Fringe Benefits (Rate <u>42.80%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$702.70
f) Overhead (Rate <u>134.06%</u>)	g) Overhead [(c) x (f)]	\$2,201.01
h) General and Administrative (Rate: <u>0.00%</u>)	Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$2,903.71

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>]	\$454.55
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$0	\$0
Equipment Rental and Supplies			\$0	\$0
Permit Fees			\$0	\$0
Plan Sheets			\$0	\$0
Test			\$0	\$0

l) TOTAL OTHER DIRECT COSTS **\$0**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0
Subconsultant 2:	\$0
Subconsultant 3:	\$0
Subconsultant 4:	\$0

m) TOTAL SUBCONSULTANTS' COSTS **\$0**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$0**

TOTAL COST [(c) + (j) + (k) + (n)] **\$5,000**

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)** 44071

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$1,574.35	40	=	39.35875	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$39.36	+	5%	=	\$41.33 Year 2 Avg Hourly Rate
Year 2	\$41.33	+	5%	=	\$43.39 Year 3 Avg Hourly Rate
Year 3	\$43.39	+	5%	=	\$45.56 Year 4 Avg Hourly Rate
Year 4	\$45.56	+	5%	=	\$47.84 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	29.00%	*	40.0	=	11.6	Estimated Hours Year 1
Year 2	57.00%	*	40.0	=	22.8	Estimated Hours Year 2
Year 3	14.00%	*	40.0	=	5.6	Estimated Hours Year 3
Year 4	0.00%	*	40.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	40.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	40.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$39.36	*	12	=	\$456.56	Estimated Hours Year 1
Year 2	\$41.33	*	23	=	\$942.25	Estimated Hours Year 2
Year 3	\$43.39	*	6	=	\$243.00	Estimated Hours Year 3
Year 4	\$45.56	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$47.84	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$1,641.81	
Direct Labor Subtotal before Escalation				=	\$1,574.35	
Estimated total of Direct Labor Salary Increase				=	\$67.46	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase,

the # of years of the contract, and a breakdown of the labor to be performed each year.

- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$ is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Y&C Transportation Consultants, Inc.Project No. 20-18-002 (Additional Work) Contract No. ATPSBIL-5475(042)Date 7/27/2020**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer XII	Daniel Yau	9.0	\$ 99.68	\$ 897.12
Engineer XI	Kin Chan	27.0	\$ 92.18	\$ 2,488.86
Engineer VI	Meng Yang	44.0	\$ 55.00	\$ 2,420.00
Engineer II	Bianca Acosta	44.0	\$ 34.00	\$ 1,496.00
Engineer II	Randy Tun	32.0	\$ 32.00	\$ 1,024.00
Engineer I	Shannon Liao	42.0	\$ 31.00	\$ 1,302.00
Technician II	William Chan	28.0	\$ 18.00	\$ 504.00
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 10,131.98
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 10,131.98

INDIRECT COSTS

d) Fringe Benefits (Rate: 51.98%)	e) Total Fringe Benefits [(c) x (d)]	\$ 5,266.60
f) Overhead & G&A (Rate: 35.44%)	g) Overhead [(c) x (f)]	\$ 3,590.77
h) General & Admin (Rate: 0%)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 8,857.37
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 1,898.93

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Auto Mileage	50	Mile	\$ 0.580	\$ 29.00
Express Mail	0	each	\$ 50.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ 29.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 29.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 20,917.28****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Y&C Transportation Consultants, Inc.

Project No. 20-18-002 (Additional Work) Contract No. ATPSBIL-5475(042)

Date 7/27/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 10,131.98	226	=	\$ 44.83	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 44.83	+	0%	=	\$ 44.83	Year 2 Avg Hourly Rate
Year 2	\$ 44.83	+	0%	=	\$ 44.83	Year 3 Avg Hourly Rate
Year 3	\$ 44.83	+	0%	=	\$ 44.83	Year 4 Avg Hourly Rate
Year 4	\$ 44.83	+	0%	=	\$ 44.83	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	226.0	=	113.0	Estimated Hours Year 1
Year 2	40.00%	*	226.0	=	90.4	Estimated Hours Year 2
Year 3	10.00%	*	226.0	=	22.6	Estimated Hours Year 3
Year 4	0.00%	*	226.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	226.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	226.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 44.83	*	113	=	\$ 5,065.99	Estimated Hours Year 1
Year 2	\$ 44.83	*	90	=	\$ 4,052.79	Estimated Hours Year 2
Year 3	\$ 44.83	*	23	=	\$ 1,013.20	Estimated Hours Year 3
Year 4	\$ 44.83	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 48.76	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 10,131.98	
Direct Labor Subtotal before Escalation				=	\$ 10,131.98	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Daniel Yau Title *: President

Signature:  Date of Certification: July 27, 2020

Email: dyau@yctransportation.com Phone number: (916) 366-8000 x 305

Address: 3250 Ramos Circle, Sacramento, CA 95827

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prepare electrical plans, specifications, and cost estimates for additional Rectangular Rapid Flashing Beacons, trail lights, traffic signal, and CCTV.



August 26, 2020

Leslie Blomquist
City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, Ca 95621

RE: Electric Greenway Project – PS&E Phase – Fee Amendment Authorization

Dear Leslie:

Below please find the GHD Team's proposal for extra work the Electric Greenway Trail. This extra work is needed in order to provide various additional services as requested by the City. The following services are as follows:

Task J.1 Project Management

GHD will continue to provide project management services while delivering these additional services.

Task J.2 Survey and Mapping

Right of Way Staking

At the request of the City, GHD performed right of way staking services for a property owner in order to help facilitate the coordination between the proposed trail and the property owner's improvements. At the time GHD provided those services, the fees were billed against the Final Design Task in the scope for a total of \$1,000.00. GHD anticipates these funds will be needed to complete the plan set and is requesting those funds be backfilled by this extra work.

Villa Oak Survey Update

Since the right of way staking performed above was completed, the property owner has completed the improvements adjacent to the trail. These improvements changed the grade in and around the proposed trail location, therefore, the topographic data needs to be updated. GHD will survey in the changes in the grade and design staff will update the project plans based on these changes.

Woodside K-8 Survey

Additionally, since the initial survey conducted the trail alignment was adjusted at the Woodside K-8 and this area needs to be surveyed so the trail can tie into the existing improvements at the school, particularly at the existing fencing. GHD will survey in the changes in the grade and design staff will update the project plans based on these changes.

Woodmore Oaks Pedestrian Survey

In order to meet ADA Compliance requirements, GHD recommends obtaining conform surveys for the pedestrian curb ramp improvements at the Woodmore Oaks intersection to supplement the aerial survey. GHD will survey in the changes in the grade and design staff will update the project plans based on these changes.

The Topographic Survey will include all surface features including but not limited to spot elevations, grade break lines, drainage swales, and trees with a DBE of 6" or greater. All hardscape will be delineated and the survey will include structures, curbs, walks walls, and striping. Visible evidence of underground utilities will be located, including manholes, structures, utility invert elevations, meter vaults, and valve pits.



Additionally, above ground utilities will be located and any other physical features that could impact the design. Additional locations will be provided at utility markings if arranged by client.

Exclusions and Assumptions to scope are as follows:

1. Boundary control monuments will not be set and a Record of Survey is not included.
2. The location of underground utilities and structures will be shown in their approximate location as determined from surface evidence and system maps. Potholing of utilities is not included in this scope.

Task J.3 Ground Penetrating Radar (GPR) Utility Exploration

GHD requested quotes from four different contractors to perform the GPR utility exploration along the SMUD driveway. Three of the companies responded with bids and availability. GHD has elected to go with the lowest bidder for this work, Subtronic Corporation. Their bid is attached to this extra work which defines their scope of services and assumptions. Subtronic will perform the work as a subconsultant to GHD and this work will be billed as a direct expense.

After the utilities are located, GHD's surveyors will survey in the found utility line and GHD will update the base mapping accordingly.

Task J.4 Right of Way

Right of Way Exhibits

GHD will prepare exhibits to be used by the City in discussions with the property owner. It is assumed that thirty (30) separate property owner exhibits will be provided by GHD for the four properties acquired by OVPD and twenty-six parcels along Claypool and Olivine. It is assumed GHD will provide the City with one draft of the exhibit and one round of comments will be addressed before the exhibits are finalized.

As part this task, GHD will also provide draft Permit to Enter Documentation for each fence relocation due to the project. GHD will prepare the letter and special provisions associated with the work to be done by the City and the private property. It is assumed GHD will provide the City with one draft of the letters and address one round of comments. It is assumed the City will be responsible for delivering the letters and coordinating with the property owners.

Plats and Legals

GHD will prepare two plat and legal descriptions. One for the easement along the school property and one for the easements along the SMUD access road and frontage. The plat maps and legal descriptions will be prepared for and supplied on a form suitable for recordation. The plat and legal description will be provided to the City for review and upon approval those descriptions will be stamped, signed and delivered for recordation. The scope and associated fee assumes the easement will be based on a certain width strip of land along the east boundary of the school. This work can be done without field work.

Additional Acquisition Services

During the right of way acquisition process, Interwest Consulting Group expended more effort than was originally budgeted and is requesting reimbursement for the following:

- Protracted negotiations with the Owner
- Assisting Owner with changing title vesting

Interwest's initial budget was based on making about three contacts with the owner. However, at the Owner's request, we had more calls and on-site visits to explain project and escrow details.



We also assisted the Owner with changing the property title vesting. The Owner's parents have been deceased for many years but remained on title. We researched a company that assisted the Owner in changing and recording the title vesting and explained the process from start to finish. The title change process took several weeks.

Task J.5 Additional Engineering

Y&C Consultants will provide the following services:

Rectangular Rapid Flashing Beacons (RRFB)

The original work scope included only one RRFB system at the Wachtel Way crossing. One additional RRFB was added at the Woodmore Oaks Drive crossing. Suconsultant Y&C will prepare plans, specifications, and estimates (PS&E) for this additional RRFB.

Trail Lighting

In the original work scope, it was assumed that only certain sections of the trail will be illuminated and seven sheets of lighting plan will be required. The latest direction from the City requires illumination of the entire trail corridor. This results in adding two more sheets of trail lighting plans. Y&C will prepare two additional sheets of trail lighting plans.

Traffic Signal Modification at Oak Ave/Melva Street

In the original work scope, it was assumed that the sidewalk improvements on the North side of Oak Avenue will conform to existing improvements east of Melva Street. The latest plan extends the sidewalk improvement to the Oak Avenue/Melva Street intersection, which triggers signal modification. Y&C will prepare PS&E for traffic signal modification at the Oak Avenue/Melva Street intersection.

CCTV System

The City of Citrus Heights wants to include a security camera with DVR at approximate Station 216+61 west of Villa Oak Drive. The CCTV and DVR system is beyond the original work scope. Y&C will prepare PS&E for the CCTV/DVR system.

Alta Planning & Design will provide the following services:

Tree Mitigation Planting

Our original scope of services did not include layout and design of the tree mitigation areas beyond the trees we are recommending at the gateways and bike roundabouts. Alta will prepare 95% and Final 100% plans, specifications, and cost estimates (PS&E) for the tree mitigation planting portions of the Electric Greenway project.

Tree mitigation planting areas will follow the locations provided by GHD received via email on 8/19/20. Plans will include polygon hatching outlining the required mitigation square footage. The mitigation plans will adhere to the SMUD utility line buffer requirements.

Construction Document Sheet Assumptions

- Tree mitigation planting plans. 4 sheets (50-scale)
- Tree mitigation details. 1 sheet



Prior Task Amendments

These are items that we moved the budge from PA/ED to PS&E with the last amendment, however, there was additional work that needed to be conducted. Therefore we are asking for the following:

TASK	TASK DESCRIPTION	ADDITIONAL REQUSET AMOUNT	BUDGET (REVISED)
A.1	Project Management	\$ 951.79	\$ 19,133.98
B7.1	Utility Mapping & "A" letters	\$ 852.09	\$ 2,596.80
D.1	Right of Way Mapping	\$ 384.35	\$ 384.35

Conclusion

A breakdown of the proposed costs are included on the following page. Please let us know which services you would like us to forward with and we will provide you with an updated 10-H.

If you have any questions regarding this progress report, or would like to further discuss project issues, please contact me at 916-245-4220.

Sincerely,
GHD

Lindsey Van Parys, PE, QSD/P
Project Manager

Attachments:
Budget Breakdown

[M2523LTR026.docx/11176988](#)

ITEMS OF WORK		GHD								Subconsultant Staffing					
		Constract Amendment No. 2 for Phase 2 - PS&E													
		Project Manger Van Parys	Assist. PM Kehrer	Engineer	Engineer	Survey Manager	Survey Office	Survey Crew	Total Hours	TOTAL GHD COST	Interwest Consulting Group	Subtronic GPR	Alta Planning and Design	Y&C Transport-ation Consultants Electrical	TOTAL TASK ORDER COST
		\$ 209.86	\$ 173.45	\$ 186.84	\$ 82.61	\$ 186.69	\$ 81.79	\$ 225.00							
ITEM OF WORK DESCRIPTION															
Task J: Various Extra Work														\$ 75,095.37	
J.1	Project Management	16	8						24	\$ 4,745.36					
J.2	Surveying and Mapping														
	ROW Staking (Past Work)								0	\$ 1,000.00					
	Woodside K-8	2		4	4	4	10	8	32	\$ 4,862.18					
	Villa Oak Survey Update	2		2	8	3	6	6	27	\$ 3,855.09					
	Woodmore Oaks Ped Ramps						2	2	4	\$ 613.58					
J.3	Ground Penetrating Radar (GPR) Utility Exploration														
	GPR Exploration		4						4	\$ 693.80		\$ 1,568.00			
	GPR Results Survey			6		1	2	6	15	\$ 2,821.31					
J.4	Right of Way														
	Property Owner Exhibits (30)	2	16		90				108	\$ 10,629.82					
	Permit to Enter Letters	16		32					48	\$ 9,336.64					
	Plat and Legal	4				12	16		32	\$ 4,388.36					
	Additional Acquistion Services								0	\$ -	\$ 2,480.00				
J.5	Additional Engineering														
	RRFB at Woodmore Oaks Xing								0	\$ -				\$ 2,019.00	
	Additional Trail Lighting								0	\$ -				\$ 6,056.00	
	Signal Mod at Oak/Melva								0	\$ -				\$ 9,844.00	
	CCTV								0	\$ -				\$ 2,998.00	
	Tree Mitigation Planting								0	\$ -			\$ 4,996.00		
VAR	Prior Task Amendments														
A.1	Project Management								0	\$ 951.79					
B7.1	Utility Mapping & A Letters								0	\$ 852.09					
D.1	Right of Way Mapping								0	\$ 384.35					
								Rate Increases							\$ -
	SUB-TOTAL HOURS	42	28	44	102	20	36	22	294	\$ 45,134.37	\$ 2,480.00	\$ 1,568.00	\$ 4,996.00	\$ 20,917.00	\$ 75,095.37
	TOTAL NOT-TO-EXCEED COST									Total from 10-H Form					\$ 75,095.37



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 10, 2020

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

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

SUBJECT: **A Resolution Authorizing the City Manager to Execute a Licensing Agreement with the Sacramento Regional Radio Communications System (SRRCS)**

Summary and Recommendation

The Sacramento Regional Radio Communications System (SRRCS) is a network of radio communications equipment that supports a regional public safety/public service partnership. It provides a two-way voice radio communications capability for emergency and routine business purposes throughout Sacramento County and neighboring areas. This renewal agreement will allow the Police Department to maintain radio communication interoperability with its allied public safety/public service partners.

Staff recommends the City Council adopt Resolution No. 2020- ____, A Resolution of the City Council of the City of Citrus Heights, CA, authorizing the City Manager to execute a licensing agreement with the Sacramento Regional Radio Communications System (SRRCS).

Fiscal Impact

Each participating agency is charged for the portion of the system they use (i.e., the backbone fee is charged to each agency as a flat rate for each radio authorized to utilize the system). The costs associated with this agreement are divided based on the number of radios assigned to the various departments. As of the billing for FY 2020-21 the Police Department had 215 radios. The total charged to the City for FY 2020-21 was \$70,950 or \$330 per radio. The agreement includes increases to the per radio charge in FY 2021-22 to \$345 (4.55%), in FY 2022-23 to \$360 (4.35%), and in FY 2023-24 to \$370 (2.78%). The increases in future fiscal years will be included in the department's budget during the budget process for that fiscal year.

Background and Analysis

The County of Sacramento, in coordination with several public safety and public service entities, developed the Sacramento Regional Radio Communications System (SRRCS). This system serves as the backbone of the region's communication system. It is the sole source provider for radio communications in the region. The system's participants have pooled their individual frequencies and rights granted by the FCC to allow for better radio communication throughout the Sacramento region.

The Sacramento Regional Radio Communications System licensing agreement was last signed in 2010 and expired in July of 2020. An extension to the 2010 agreement was approved, allowing access to the system until 10/1/2020. The proposed licensing agreement will allow the City of Citrus Heights to operate on the SRRCS until 7/1/2030.

The City of Citrus Heights currently participates in an agreement with SRRCS. The streamlined communication over two-way radios allows for rapid response to all types of events (both emergency and non-emergency). The interoperability of the system allows participating agencies to easily communicate with each other during critical events. There are no other radio systems within Sacramento County for the City of Citrus Heights to operate on. Should the City decide to opt-out of the agreement, we would have to create our own system. The costs associated with building and maintaining a radio system backbone would be enormous.

Conclusion

The Police Department recommends that the City Council approve the attached resolution authorizing the City Manager to execute a licensing agreement with the Sacramento Regional Radio Communications System (SRRCS).

- Attachments: 1) Resolution No. 2020- , A Resolution of the City Council of the City of Citrus Heights, CA, authorizing the City Manager to execute a licensing agreement with the Sacramento Regional Radio Communications System (SRRCS).
- 2) Licensing Agreement with Sacramento Regional Radio Communications System (SRRCS).

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSING AGREEMENT WITH THE SACRAMENTO REGIONAL RADIO
COMMUNICATIONS SYSTEM**

WHEREAS, a spirit of cooperation and collaboration has been demonstrated by several public agencies in the Sacramento area to develop a regional solution to meet the individual radio communications need of each agency; and

WHEREAS, the County of Sacramento, in coordination with several public safety and public service entities, has developed the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento County Board of Supervisors contracted for the construction of the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento Regional Radio Communications System includes a backbone communications system and end-user equipment; and

WHEREAS, the Participants have pooled their individual frequencies and rights granted by the FCC; and

WHEREAS, the City of Citrus Heights desires to contract with the County of Sacramento for a license for the use of the backbone communications system.

WHEREAS, sufficient funds are available in the police department's budget; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights authorizes the City Manager to execute the Sacramento Regional Radio Communications System Licensing Agreement; and,

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this ____ day of _____ 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit

A. Licensing Agreement with Sacramento Regional Radio Communications System (SRRCS).

**SACRAMENTO REGIONAL
RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on this 1st day of October, 2020, by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California and the **CITY OF CITRUS HEIGHTS** (hereinafter referred to as "Agency") which are collectively referred to as the "parties."

RECITALS

WHEREAS, a spirit of cooperation and collaboration has been demonstrated by several public agencies in the Sacramento area to develop a regional solution to meet the individual radio communications need of each agency; and

WHEREAS, the County of Sacramento, in coordination with several public safety and public service entities, has developed the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento County Board of Supervisors contracted for the construction of the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento Regional Radio Communications System includes a backbone communications system and end user equipment; and

WHEREAS, the Participants have pooled their individual frequencies and rights granted by the FCC; and

WHEREAS, the City of Citrus Heights desires to contract with the County of Sacramento for a license for use of the backbone communications system.

WITNESSETH

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. AGREEMENT is defined as this Sacramento Regional Radio Communications System Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County of Sacramento for maintenance and operation of the Backbone and shall include, but not be limited to, the following:

AGREEMENT/City of Citrus Heights

October 1, 2020

- 1) Labor rates for County of Sacramento personnel assigned to work on or administer the Backbone. These rates will be the same as those charged by the County of Sacramento Department of Technology to County of Sacramento Departments for the same labor classes. These rates will be monitored and periodically adjusted by the Chief Information Officer as needed to minimize the variance between applied and actual costs. This rate structure is currently subject to federal and state audits for purposes of assuring compliance with grant and funding regulations.
- 2) Costs of all labor, materials, and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades, or replacements.
- 3) All-Risk Property insurance costs, including reserves for deductibles, for the Backbone.
- 4) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting practices, including any legal fees incurred by SRRCS as a result of any action brought against SRRCS and/or any of the Participants relating to services provided by SRRCS.

C. BACKBONE is defined as:

- 1) All trunk repeater site equipment including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
- 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.
- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
- 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital signal for use by the dispatch center.

D. DEMARK POINT is defined as a location, a point, or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.

E. CHIEF INFORMATION OFFICER of the County of Sacramento is defined as the Director, Department of Technology or Director of another County of Sacramento Department to the extent either has been assigned oversight of the Sacramento Regional Radio Communications System by the Board of Supervisors.

- F. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- G. FCC is defined as the Federal Communications Commission of the United States.
- H. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Sacramento and is issued a license to use the Backbone by the County of Sacramento. The current Participants are listed in Attachment 2.
- I. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- J. RADIO is defined as any mobile, portable, control station or base station radio. Although Radios purchased and used solely as maintenance spares are considered as Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios), voting rights, or other apportionment under this Agreement. .
- K. SCHEDULE is defined as the listing of the total number of Radios to be purchased by Agency as approved by the SMG and attached hereto as Attachment 1.
- L. SECONDARY SYSTEM USER is defined as an agency, which has received approval from the SMG to access the System on a separate revocable contract through one of the System Participants.
- M. SMG is defined as the Sacramento Regional Radio Communications System Management Group, which is comprised as set forth in Article 4.
- N. SYSTEM is defined as the Sacramento Regional Radio Communications System.
- O. SYSTEM MANAGER is defined as the Chief Information Officer.
- P. TAC is defined as the Sacramento Regional Radio Communications System Technical Advisory Committee, which is comprised as set forth in Article 4.
- Q. SYSTEM BUY-IN FEE is defined as the non-refundable total amount to be paid to the County of Sacramento in a lump sum for participation in (non-refundable) the System.
- R. VENDOR is defined as the company selected by County of Sacramento to design and supply the System.

2. LICENSE - TERM OF AGREEMENT

AGREEMENT/City of Citrus Heights

October 1, 2020

During the term of this Agreement and so long as AGENCY is not in significant breach of its terms and conditions, County of Sacramento grants to AGENCY a revocable non-exclusive license to use the Backbone and the System and all components thereof.

This Agreement is effective as of the day and year first hereinabove appearing and shall continue thereafter from year to year until July 1, 2030, unless terminated pursuant to Article 3, 16, or 17.

The parties acknowledge that the Backbone was designed to meet the radio communication needs of the Participants.

If no major capital investment is required to operate the Backbone, then AGENCY and the other Participants shall only be required to pay the County of Sacramento their *pro rata* share of the County of Sacramento's Annual Backbone Maintenance and Operation Fee.

If at any time during the term of this Agreement, it becomes necessary as the result of the action of the FCC or other regulatory or legislative body to expend more money than is available in reserves for the purpose of bringing the System into compliance, AGENCY shall pay its *pro rata* share thereof based upon the formula set forth in Article 8, or, in the absence of an acceptable agreement to do so, the parties will treat participation under this Agreement as having been terminated for convenience pursuant to the following paragraph and Article 16.

In the event this Agreement terminates, the parties shall negotiate in good faith among themselves and the other Participants to arrive at a mutual and satisfactory solution to their then existing radio communications problems. To the greatest extent possible, this solution shall involve sharing of facilities and costs and making use of existing facilities or sites.

3. MAJOR CAPITAL INVESTMENT

The determination whether a major capital investment(s) is required to continue operation of the Backbone shall be made by the SMG with the advice of the TAC or an independent consultant as it deems necessary. The costs, if any, of the determination shall be divided proportionately according to number of Radios owned and operated among the total number of Participants remaining at the time of the determination.

If major capital investment is required to operate the Backbone to extend its useful life, the parties agree that they shall negotiate in good faith with each other and all of the other Participants to address the terms for financing of the procurement and installation costs of major capital improvements to the Backbone. If the parties cannot agree to the financing terms for such an investment, the County of Sacramento shall no longer be obligated to operate and maintain the Backbone for the benefit of AGENCY or the other Participants, and AGENCY shall no longer be entitled to access the Backbone.

4. SMG AND TAC - CREATION, ORGANIZATION, AND AUTHORITY

A. SMG

- 1) The voting membership of the SMG shall have one member appointed by each Participant.

Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall

be communicated in writing to the Chief Information Officer, or the successor thereto, who shall act as Secretary to the SMG. Each Participant shall appoint such auxiliary non-voting members to the SMG as it deems appropriate.

These members shall have full rights to participate in all SMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide an SMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing or by Email the Chief Information Officer or his designated representative of all such appointments and of the termination or expiration thereof.

- 2). The SMG shall meet on a periodic basis and when requested by the Chief Information Officer or a voting SMG member, but such frequency shall be not less than semi-annually, at a time and place designated by the SMG Chair who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the SMG shall constitute a quorum thereof.

A majority of the voting power of the full SMG shall be required to act, except for expenditure of reserve funds for essential modifications, which requires a two-thirds vote. Each voting member of the SMG shall have one vote for each Radio, which is part of the System and is owned or controlled by his or her agency. The radio count will be determined by the annual snapshot conducted in January by the County of Sacramento for annual billing purposes.

- 3) The SMG shall have the authority to:

- a) Elect officers and conduct meetings. The Chair of the SMG shall be elected from among the membership of the SMG for a term of two years. The term will begin on July 1. The Chair may serve additional terms if nominated and elected.
- b) Advise the Chief Information Officer as to all matters relative to the construction, expansion, operation, and management of the System.
- c) Approve new Participants and Secondary/Paid Secondary System Users of the System. The County of Sacramento may not allow additional Secondary System Users, nor enter into Agreements with new Participants, without the consent of the SMG. If a new user is a Participant, the SMG shall determine the appropriate fee structure for the Backbone pursuant to Article 12.

The Annual Backbone Maintenance and Operation Fee on account of a Paid Secondary System User shall be the same as if the Secondary System User were an individual Participant, except that the SMG may specify a usage level for the Paid Secondary System User and may reduce its fees by factors, which the SMG considers appropriate, which factors need not be the same for both Fees.

- d) Determine how much capacity, if any, is available to a Participant who wishes to reenter the system after termination of participation pursuant to Article 16 ("terminating party"). In making such determination the SMG shall consider on the one hand that the terminating party has paid or is obligated to pay for certain capacity in the Backbone, and, on the other hand, any commitments of such capacity to other Participants or users, it being the intention of the parties to this Agreement that reentry by any such terminating party shall not be permitted if such reentry causes an unreasonable exhaustion of capacity, diminution of reasonable expectations as to growth and capabilities, or shortening of the expected life of the System beyond that which might reasonably have been expected had the terminating party not terminated participation and the vacated capacity been otherwise committed. No credits will be paid for previously paid Buy-in Fee to terminating party.
- e) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the SMG.
- f) Establish procedures for, consider, and, to the extent possible, resolve all disputes between the parties or any of the Participants.
- g) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

- 1) The membership of the TAC shall be one member appointed by each Participant.

Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the System funding.

- 2) The TAC shall meet on a periodic basis and when requested by a TAC member, the SMG or the Chief Information Officer, but such frequency shall be not less than semi-annually, at a time and place designated by the chairperson of the TAC.
- 3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the SMG or Chief Information Officer for review and policy direction.

5. **DESIGN OF THE BACKBONE**

The County of Sacramento shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level, which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. The initial level of operation was essentially determined with input and advice from the SMG and the TAC. The continuing enhancements shall be determined by the Chief Information Officer with input and advice from the SMG and the TAC.

6. **OWNERSHIP OF BACKBONE**

County of Sacramento shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

7. **MAINTENANCE AND OPERATION OF BACKBONE**

County of Sacramento shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Articles 1 and 8 hereof. County of Sacramento shall devote as much staff time as it deems necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

8. **ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE**

AGENCY shall pay the County of Sacramento an annual fee for Maintenance and Operation of the Backbone each year during the term of this Agreement to be calculated as follows:

$$g \times \frac{c}{d} = \text{Annual Backbone Maintenance and Operation Fee}$$

Where:

- c = The total number of radios owned and operated by AGENCY as of January 1st of each year or the number of radios AGENCY intends to operate on execution of this agreement whichever is greater.
- d = The total number of Radios owned and operated by all Participants as of January 1st of each year
- g = Total annual County of Sacramento Maintenance and Operation Costs as set forth in the definition of Annual Backbone Maintenance and Operation Fee in Section B of Article 1 above.

The County of Sacramento shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee on or about May 1st of each year. This fee shall be due and payable not later than July 1st of each year. Interest shall accrue at the rate of ten percent (10%) per annum from the July 1 due date.

INITIAL PAYMENT The initial payment of the Annual Backbone Maintenance and Operation Fee payment shall be pro-rated for the first year of participation in the system. The formula for fee calculation for the initial payment shall be calculated as follows:

(Annual Backbone Maintenance and Operations Fee per radio for fiscal year Agency executes the agreement) X (days until June 30) / 365.

Significant Increase in Radio Count During the Year: If AGENCY adds 10%, or more, additional radios during the fiscal year the County of Sacramento may send AGENCY a supplemental invoice which shall be payable on receipt.

9. PURCHASE OF END USER EQUIPMENT

County of Sacramento agrees that AGENCY may purchase its End User Equipment directly from an equipment vendor, using County of Sacramento contracts if available. The parties acknowledge that all warranties for such equipment are only enforceable against the vendor and County of Sacramento makes no express or implied warranty for End User Equipment.

10. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

AGENCY may purchase End User Equipment for Secondary System Users (or may authorize such Secondary System User to purchase directly pursuant to the terms of the County of Sacramento's contracts) if available for use within the System provided:

- A. The Secondary System User agrees in writing that it will comply with all applicable terms and conditions of this Agreement, all applicable regulatory requirements, and all rules, regulations, and policies pertaining to System usage.
- B. AGENCY shall be responsible to County of Sacramento for payment of all amounts due to County of Sacramento as a result of the purchase and use of such equipment.

Any Secondary System User shall enter into a written agreement with the Participant through whom its System usage is derived in the form provided by the County of Sacramento. Such agreement shall be subject to all terms and conditions developed by the SMG. If applicable, the agreement shall provide for the Annual Backbone Maintenance and Operation Fee to be paid on account of a Secondary System User in accordance with the determination of the SMG. Such Fees shall be paid to the County of Sacramento by the Participant through whom the System usage is derived.

The proposed agreement between the Participant and Secondary User shall be submitted to the TAC for review unless waived by TAC or SMG. If submitted to TAC for review, TAC may provide a recommendation to the SMG. The SMG must approve all agreements for Secondary System Users.

In the event the Secondary System User ceases participation in the System, the Radios used by it may be taken out of operation, in which case both Fees will cease at the end of the then current fiscal year, or may be continued in usage by the Participant, in which case the Fees will be charged to the Participant on the same basis as all other Radios owned by the Participant.

11. OPERATION OF RADIOS

The County of Sacramento shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the SMG or the System Manager.

12. SYSTEM OPERATIONS

County of Sacramento and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under the jurisdiction of the Chief Information Officer. The Chief Information Officer shall be responsible for administration of this Agreement and the System. The SMG shall advise the Chief Information Officer in accordance with Article 4. In the event the Chief Information Officer reports to County of Sacramento's Board of Supervisors and any recommendation therein is contrary to advice rendered by the SMG, the Chief Information Officer shall state to the Board of Supervisors the position of the SMG. The Chief Information Officer shall inform the SMG of the date and time of the Board Report to give the SMG representative an opportunity to present the position of the SMG. The SMG representative shall be selected from those members of the SMG representing the majority opinion. Technical operation decisions shall be subject to the advice of the TAC with the approval of the SMG.

The Chief Information Officer, with the advice and consent of the SMG, may make rules, regulations and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

The Chief Information Officer shall issue annually to all Participants a financial statement showing the financial condition of the System. Such statement need not be reviewed by an independent accountant unless the SMG so directs and approves the necessary expenditure. An annual proposed budget shall be prepared and distributed to all Participants and the SMG at least 30 days prior to its final adoption.

The County of Sacramento may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the SMG.

The County of Sacramento may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Buy-In Fee that recognizes the contributions of the participating agencies in the development of the radio system. The Buy-In Fee shall be in an amount recommended to the Chief Information Officer by the SMG.

Any such contract shall be first approved by the SMG as to availability of capacity. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the SMG.

AGENCY shall pay the Buy-In Fee in the amount and in the manner described in Attachment 1; or, as an alternative to the Buy-In Fee, AGENCY may substitute compensation in the form and amount as described in Attachment 1.

13. FREQUENCY ALLOCATION

The County of Sacramento and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the SMG, may apply to the FCC for a license and shall pay all applicable fees.

Several of the Participants have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County of Sacramento and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

14. PUBLIC SAFETY PRIORITY

The County of Sacramento and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

15. RADIO SYSTEM COVERAGE

The County of Sacramento makes no warranty or guarantee of any kind whatsoever including but not limited to indoor and outdoor radio coverage. The County of Sacramento

has no role in resolution of indoor radio coverage issues/complaints in any type of buildings or structures. Indoor radio coverage and solutions either by BDA's or DAS systems are governed by the local Fire Marshall and the local Fire codes and ordinances.

Outdoor radio coverage issues/complaints will be reviewed by the County of Sacramento. The County of Sacramento will make a determination if the problem is being caused by interference/equipment malfunction or by inadequate system coverage in that area. If interference is found, the County of Sacramento will attempt to intervene with the responsible parties to eliminate the source of interference to the extent determined appropriate by the County of Sacramento. SRRCS will attempt to repair all Backbone malfunctions in a timely manner.

Upon receiving a complaint of outdoor coverage problems and at the request of a Participant, if outdoor radio coverage problems are due to inadequate radio Delivered Audio Quality (DAQ) of 3.4, and cannot be resolved without new construction of radio facilities, The County of Sacramento will request a meeting with the SMG to inform them of the findings and discuss a solution to fund any new construction to resolve the issues, if possible to the extent determined appropriate by the County of Sacramento.

16. TERMINATION OF PARTICIPATION FOR CONVENIENCE

AGENCY may terminate its participation in use of the Backbone pursuant to this Agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the SMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation Fee on a prorated basis for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such recommencement of participation shall be effective as of July 1st next following the expiration of the 120 day notice period, and will require a new licensing agreement.

17. CANCELLATION FOR BREACH

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure.

Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion.

If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation, which shall not be sooner than 30 days following the date the notice is served.

If AGENCY cancels for breach and it is subsequently determined that County of Sacramento did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by either party, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by either party, the other party shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

18. REMEDIES OF COUNTY OF SACRAMENTO UPON TERMINATION OR BREACH

- 1) In the event of termination by AGENCY of participation for convenience, County of Sacramento shall continue to bill AGENCY for all radios that continue to operate on the Backbone, and AGENCY shall be obligated to continue to pay such billings in the same time and manner as had there been no termination.
- 2) In the event of the failure of AGENCY to make any payment required herein when due, County of Sacramento may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County of Sacramento may bring an action, or actions, from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County of Sacramento from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.
- 3) If AGENCY has terminated participation in accordance with Article 16, the County of Sacramento shall be free to contract for and license the use of any capacity previously used by and any frequencies pooled by AGENCY pursuant to the provisions of this Agreement, which are not taken by AGENCY upon termination of participation. Any right of AGENCY to revoke the termination and rejoin the system shall be subject to availability of capacity and frequencies at the time of re-application.
- 4) If this Agreement is terminated for any reason, there shall be no refund to AGENCY of any Buy-in Fee paid by AGENCY.

19. INDEMNIFICATION

To the extent permitted by law, each party hereto agrees to defend, indemnify, protect, save and keep harmless the other party and its respective governing board, directors, officers, employees, authorized agents and volunteers, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

(i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its governing board, directors, officers, authorized agents and volunteers, or employees in its or their performance hereunder; or;

(ii) violation by the indemnifying party or any of its governing board, directors, Officers, authorized agents and volunteers, or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.

It is the intent of the parties that, where the negligent or intentional acts or omissions of the parties, their respective boards, directors, officers, authorized agents and volunteers, or employees are determined to have been contributory, the principals of comparative negligence as applied and followed and each party shall bear the proportionate cost attributable to its own negligent or intentional acts or omissions.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

County of Sacramento's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

20. INSURANCE or SELF-INSURANCE

Each party (COUNTY & AGENCY), at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability and workers compensation adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

21. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein shall be construed to create, nor do the County of Sacramento or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County of Sacramento will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County of Sacramento and any Participant

for the benefit of a Participant shall first be approved by the SMG and shall be offered to all other Participants.

22. ASSIGNMENT - SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or person. (remove comma)

23. MAINTENANCE OF RECORDS

The County of Sacramento shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. The County of Sacramento shall also maintain for a period of three years the financial information and data used by County of Sacramento in the preparation or support of the proposed or actual costs under the Agreement.

24. AUDIT

The County of Sacramento agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this Agreement at any reasonable time during the term of this Agreement. The County of Sacramento shall have the right to inspect and audit at any reasonable time the books, records and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

25. NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be written and given by delivery service company, personal service or by regular U.S. mail addressed as follows:

TO AGENCY:

Chief of Police
City of Citrus Heights
6315 Fountain Square Drive
Citrus Heights, CA 95621

TO COUNTY OF SACRAMENTO:

SRRCS System Manager

AGREEMENT/City of Citrus Heights

October 1, 2020

Department of Technology
County of Sacramento
799 G Street
Sacramento CA 95814

Notice shall be effective upon receipt if personally served or delivered by delivery service company, and three days after mailing if served by regular mail. Any party who desires to change its address for notice may do so by giving notice as set forth herein.

26. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento County, California.

27. NONWAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

28. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

29. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic or digital signature and will be binding on each party as if it were physically executed.

30. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

31. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

AGREEMENT/City of Citrus Heights

October 1, 2020

32. SURVIVORSHIP

Any responsibility for insurance or indemnity with respect to services provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

33. MEDIATION

In the event of a dispute between the parties arising under the terms of this Agreement, the parties shall submit their dispute to the SMG for review prior to initiating any legal proceedings. The SMG shall hold a hearing at which each party shall be entitled to present its case. The determination of the SMG regarding the merits of the claim and its proposed resolution shall be non-binding. Each party shall be responsible for their own costs of mediation.

34. ARBITRATION

If, at any time, there occurs a controversy or dispute regarding the rights, duties and obligations of the parties concerning any provision set forth in this entire Agreement, excluding a dispute over the payment of money due under Article 18 (2), such controversy or dispute if not resolved by non-binding dispute resolution shall be conclusively determined by arbitration as follows:

- A. Within 10 days after notice by any party to the other requesting arbitration, one arbitrator shall be appointed for each party by that party. Notice of such appointment when made shall be given by that party to the other.
- B. The two arbitrators shall forthwith choose a third arbitrator after appointment of the second to act with them. If either party fails to appoint an arbitrator or if the two arbitrators shall fail to choose a third arbitrator within twenty (20) days of the appointment of the second, upon application of either party, an arbitrator or the third arbitrator shall then be promptly appointed by the then presiding judge of the Superior court of the State of California in and for the County of Sacramento acting in his or her individual capacity.
- C. Except as provided herein to the contrary, the arbitration shall be in conformity with and subject to sections 1280 through 1294.4 of the Code of Civil Procedure of California.
- D. The arbitrators shall conduct hearings in the City of Sacramento, State of California. The arbitrators shall proceed with due dispatch and shall, if reasonably possible, make a decision within sixty days after the appointment of third arbitrator. The decision of any two of three arbitrators shall be binding, final and conclusive on the parties. Such decision shall be in writing and delivered to the parties in such form that a judgment may be entered in any court of the State of California having jurisdiction thereof.

- E. Each party shall pay all costs of the arbitrator appointed by that party. All other costs of the arbitration shall be shared equally.

The arbitrators appointed pursuant to this provision shall be independent and knowledgeable in radio communication matters as well as the subject matter of the dispute or controversy. It is agreed that the decision of the arbitrators may include equitable remedies, as the arbitrators may deem appropriate. In the event of emergency or other circumstances, which require a decision of the arbitrators sooner than the above timetable will permit, the arbitrators shall meet and confer immediately upon appointment and establish a timetable to complete the arbitration and render a decision on a timely basis as required by the circumstances

35. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

36. INTEGRATION

This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

37. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the SMG. All amendments must be written and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF SACRAMENTO
a Political Subdivision of
the State of California

CITY OF CITRUS HEIGHTS

By: _____
Chief Information Officer

By: _____
Christopher W. Boyd
City Manager

Approved as to Form

Approved as to Form

By: _____
Deputy County Counsel

By: _____
Ryan Jones
City Attorney

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 1

The City of Citrus Heights is a continuing participant of SRRCS; there is no Buy-in Fee.

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 2

Current SRRCS Participants

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
California Department of Corrections and Rehabilitation
California Department of Transportation (Caltrans)
City of Davis including Davis Police and Fire
City of Citrus Heights including the Police and other City departments
City of Folsom including the Police and other City departments
City of Elk Grove including the Police and other City departments
City of Galt including the Police and other City departments
City of Rancho Cordova including other City departments
City of Sacramento including the Police, Fire, and other City departments
City of West Sacramento including the Police, Fire, and other City departments
County of Sacramento including the Sacramento Sheriff's Department, the Department of
Airports, the Coroner, the District Attorney, and other County departments
Elk Grove Unified School District
Elk Grove Water Service
Fulton-El Camino Park District Police Department
Los Rios Community College District
Sacramento Regional Fire/EMS Communications Center including Cosumnes River
Community Services District Fire Department, Courtland Fire Protection District, Folsom Fire
Department, Herald Fire Protection District, Sacramento City Fire Department, Sacramento
Metropolitan Fire District, Walnut Grove Fire Protection District, Wilton Fire Protection
District, and the hospital's within the regional area
Rancho Murieta Community Services District
Sacramento Regional Transit District
Sacramento Transportation Authority
Twin Rivers Unified School District Police Services
UC Davis including Police, Fire Campus and Hospital
Washington Unified School District

ATTACHMENT 3

TalkGroup Etiquette

Primary Point of Contact	Secondary Point of Contact
Name: Dan Stockbridge, Communications Supervisor Address: 6315 Fountain Square Drive City, State, Zip: Citrus Heights, CA 95621 Office Telephone: 916-727-5881 Cell Phone: 916-213-4303 Email:dstockbridge@citrusheights.net	Name: Chela Cottrell, Communications Supervisor Address: 6315 Fountain Square Drive City, State, Zip: Citrus Heights, CA 95621 Office Telephone: 916-727-5881 Cell Phone: 916-220-9919 Email:ccottrell@citrusheights.net

We, City of Citrus Heights agree to the following terms as primary members of SRRCS:
Agency Name

- The Emergency button on our radios will be disabled unless the Agency has their own dispatch center or are specifically contracted by a dispatch center to operate on their talkgroup and use the Emergency button. In the future, if our Agency's needs change regarding the emergency button, we will bring the matter to TAC for discussion and coordination. All Secondary User requests to activate the emergency buttons on their radios must be approved by the SMG.
- We will primarily and routinely utilize only our assigned talkgroups.
- The non-emergency use of another agency's talkgroup requires a pre-arranged operational plan or contract with the talkgroup's owner.
- The points of contact above are knowledgeable; and have the means to immediately resolve issues pertaining to using the SRRCS radio system.
- We will provide training to all of our staff utilizing the SRRCS radio system regarding proper talkgroup protocols as outlined herein, and any changes hereto.
- Our agency understands and agrees to notify, when possible, the appropriate SRRCS dispatch center prior to conducting operations in their area that may have a potential of requiring emergency support.
- Our agency understands and agrees to respond to dispatcher inquiries regarding "Accidental Key-ups". The appropriate response to these inquiries will be similar to "our agency's name XXX accidental".
- In the case of life-threatening events, i.e. "shots fired", "one at gun-point", "physical", etc., we understand, and agree that SRRCS dispatchers may not be aware of our location, and they will require our staff to include any additional information needed to provide them with assistance.

AGREEMENT/City of Citrus Heights

October 1, 2020



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 10, 2020

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

FROM: Amy Van, City Clerk

SUBJECT: Amendment to the City's Cardroom Ordinance Sunset Provision

Summary and Recommendation

The City's cardroom ordinance currently includes a sunset provision, which establishes when cardrooms in the City will be prohibited. The City Council last amended the ordinance in 2013 extending the sunset date to December 31, 2020. Staff has reviewed the ordinance and is recommending to delete Section 10-54 "Sunset provision" of Chapter 10, Article II of the Citrus Heights Municipal Code.

Staff recommends the City Council introduce, read by title only, and waive the first full reading of Ordinance No. 2020-___ An Ordinance of the City of Citrus Heights amending Chapter 10 of the Citrus Heights Municipal Code Relating to Cardrooms.

Fiscal Impact

There is no fiscal impact association with this action.

Background and Analysis

Shortly after incorporation, the City adopted the Sacramento County cardroom ordinance and created a Council-Citizen sub-committee to further review the County cardroom ordinance and make recommendations for amendments. At that time, the sub-committee recommended adding a sunset provision to the ordinance. The Council adopted amendments to the cardroom ordinance in March 1998 and since that time, has extended the sunset date on several occasions. Most recently in 2013, the City Council amended the cardroom ordinance extending the sunset date to December 31, 2020.

Staff reviewed the ordinance and proposes to eliminate the sunset provision. Consistent with state law, the City submitted the proposed ordinance amendments to the Bureau of Gambling Control for review and comment. On August 4, 2020, the Bureau sent a letter to the City

Subject: Amendments to the City's Cardroom Ordinance

Date: September 10, 2020

Page 2 of 2

concluding the proposed amendment to delete Section 10-54 eliminating the Sunset provision does not conflict with the Gambling Control Act.

Attachments

1. Ordinance Amending Chapter 10 of the Municipal Code Relating to Cardrooms

ORDINANCE NO. 2020-__

**AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING CHAPTER 10
OF THE CITRUS HEIGHTS MUNICIPAL CODE RELATING TO CARDROOMS**

The City Council of the City of Citrus Heights does ordain as follows:

SECTION 1. Amendment. Section 10-54 “Sunset provision” of the Citrus Heights Municipal Code is hereby deleted in its entirety:

10-54 SUNSET PROVISION. Sections 10-27, 10-28, 10-43, 10-45, 10-47, and 10-51 of this chapter shall remain in effect only until December 31, 2020. As of that date, these sections are repealed unless a later enacted ordinance, that is enacted on or before December 31, 2020, deletes or extends that date. Upon repeal of the Code sections pursuant to this section, all cardrooms within the city shall be prohibited.

SECTION 2. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this ____ day of ____ 2020 by the following vote:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 10, 2020

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

FROM: Amy Van, City Clerk

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

Summary and Recommendation

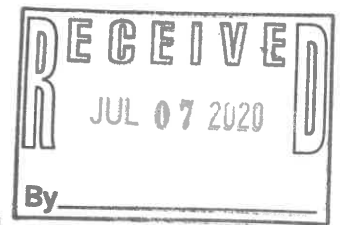
The League of California Cities Annual Conference is scheduled for October 7 – 9, 2020. Due to COVID-19 the conference has been transformed into a virtual event. The Annual Business Meeting will be held virtually during the General Assembly on Friday, October 9 at 11:00 a.m. At this meeting the League 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 and may appoint up to two alternate voting delegates.

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

Staff recommends that the City Council designate a voting delegate and alternate(s) to participate at the Annual Business Meeting on October 9, 2020 during the League of California Cities Annual Conference.

Attachments

- (1) League of California Cities Memo dated June 30, 2020
- (2) 2020 Annual Conference Voting Procedures



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. 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, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

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

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

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

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

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

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

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

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

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

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

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

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