



**CITY OF RANCHO CORDOVA
CITY COUNCIL AGENDA
Special Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
September 2, 2003
5:30 P.M.**

1. **Call to Order**
2. **Roll Call:** Council Members: Cooley, McGarvey, Sander, Budge, Roberts
3. **Adjournment to Closed Session for the Following Purpose:**
 1. Public Employee Appointment

Public employee appointment – Title: City Manager
Government Code section 54957.
 2. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (b) of section 54956.9
(One case).
4. **Pledge of Allegiance - Please remain standing.**

Invocation to be presented by Pastor Boyd, Sun River Church

Metro Cable TV telecast announcement.
5. **Agenda Approval**
6. **Approval of Minutes**
 - a. July 21, 2003
 - b. July 7, 2003

7. **Council Announcements**

8. **Oral Communications-Public Comment**

Citizens wishing to address the Council-Elect for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item, please wait until that point on the agenda. **Please keep your comments to three minutes or less.** Please state your name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited by law from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take action arose after the posting of the agenda.

9. **Presentations**

- a. Update on Mather Community Campus.

10. **Consent Calendar**

- a. Resolution No.51-2003, Recognizing the Accomplishments of William Alexander Leidesdorff Jr. and his Legacy as a Prominent Civic Leader and African American pioneer for the Rancho Cordova area and the State of California.
- b. Resolution No. 54-2003, A Resolution in Support of a Federal Grant Application Being Submitted by the Rancho Cordova Weed and Seed Program for 2003-04 Funding.

11. **Public Hearings**

None

12. **Action Items**

- a. Authorization to execute contracts with the County of Sacramento to provide Building, Safety, and Engineering services for the City of Rancho Cordova.
- b. Adopt Resolution No. 52-2003 Requesting Regional Transits Approval of Annexation to Regional Transit's Boundary, Declaring Need for Regional Transit to Operate Transit Service within the City of Rancho Cordova, and Requesting the Sacramento Area Council of Governments to Approve the Annexation of the City of Rancho Cordova to Regional Transits District Boundary.
- c. Discussion and direction regarding composition, role, terms, method of appointment and other issues related to creation of a Planning Commission, and potential role of CORPAC.

d. Regulation of Commercial Solid Waste Collection in the City of Rancho Cordova.

1. Adopt Ordinance No. 15-2003, An Urgency Ordinance of the City of Rancho Cordova Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises.

2. Adopt Resolution No. 55-2003, A Resolution of the City of Rancho Cordova Establishing a Franchise Fee for Commercial Solid Waste Collection Franchises and Appointing the Assistant to City Manager as the Administrator For Commercial Solid Waste Franchises.

e. Discussion of proposed Community Development Block Grant Projects for 2003-04.

f. Consider Resolution No. 53-2003, A Resolution of the City Council of the City of Rancho Cordova Pursuing a Boundary Change Between the Elk Grove School District and the Folsom Cordova School District.

g. Set date for a City Council Workshop on Transportation Issues.

h. Status Report on six month Goals and Objectives.

13. **Council Reports**

14. **Council Requests for Future Agenda Items**

15. **City Manager's Report**

16. **Adjournment**

**Upcoming Meeting Dates: September 15, 2003 – Regular City Council Meeting
October 6, 2003- Regular City Council Meeting**

Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel. Tune to Metro Cable Channel 14 for playback times. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 942-0255 or www.cityofranhocordova.org. Requests must be made as early as possible and at least one full business day before the start of the meeting.

I, Diana Biddle, the Interim City Clerk, for the City of Rancho Cordova, declare under penalty of perjury that the foregoing agenda for the September 2, 2003 special meeting of the Rancho Cordova City Council was posted on, August 29, 2003 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed this 29th day of August, 2003 at Rancho Cordova, California.

Diana Biddle, Interim City Clerk

CITY OF RANCHO CORDOVA

Minutes of Meeting of The City Council July 21, 2003

The Regular Meeting of the City Council of the City of Rancho Cordova was held on Monday, July 21, 2003 at the City Council Chambers. Mayor Dave Roberts called the meeting to order at 6:32 p.m.

<u>ROLL CALL:</u> Council Members Present:	Cooley, McGarvey, Sander, Budge, Roberts
Council Members Absent:	None
Staff Present:	Interim City Manager Charles Cate City Attorney Steven Meyers Assistant to City Manager Curt Haven Interim City Clerk Diana Biddle

PLEDGE OF ALLEGIANCE

The pledge of allegiance was conducted.

INVOCATION

The invocation was presented by Reverend Akira Sebe of Sacramento Gedatsu Church.

AGENDA APPROVAL

It was requested Item 12b. be considered following the Public Comment section. Upon a motion by Council Member Budge, seconded by Council Member McGarvey, the agenda was approved with the change. Motion carried.

AYES:	Council Members:	McGarvey, Cooley, Sander, Budge, Roberts
NOES:	Council Members:	None
ABSENT:	Council Members:	None
ABSTAIN:	Council Members:	None

APPROVAL OF MINUTES

Upon a motion by Council Member Budge, seconded by Council Member Cooley, the Minutes of June 9, 2003 were approved with a name spelling correction. Motion carried.

AYES:	Council Members:	McGarvey, Cooley, Sander, Budge, Roberts
NOES:	Council Members:	None
ABSENT:	Council Members:	None
ABSTAIN:	Council Members:	None

AGENDA ITEM # 6a

COUNCIL ANNOUNCEMENTS

- Council Member Cooley noted information is being gathered to give to CalTrans for the Rancho Cordova highway signs.
- Council Member Budge noted invitations have been received from Healthy Start (10/4) and Costco Backpack event (8/25).
- Council Member Sander noted the 4th of July wrap-up is 7/22.
- Council Member Roberts noted attendance at a meeting with CRPD and Chamber of Commerce luncheon. The Mather Regional Park dedication is scheduled for 7/26; Okay Day panel is 8/2.
- Council Member Budge inquired if there was a method to provide public access to information about meetings and events. Mr. Haven suggested the Council Members e-mail or fax their items to him and he will develop a calendar for the website.

PUBLIC COMMENT

- Larry Ladd of Rancho Cordova expressed his concern regarding water contamination and the relocation of replacement wells. He asked the City to expedite permits for possibly locating those wells in Hagan Park. The Council noted it was not their decision, but that of the Park District to approve the location of the wells at Hagan Park.
- Tim Foley expressed his concern over traffic, infrastructure and power. He asked about the new tax on the SMUD bill in Rancho Cordova. Mayor Roberts said it is not a new tax but is received by the City now, not the County. Mr. Foley stated he would like to see all power lines underground.

NEW BUSINESS (out-of-order)

12B. Report from Sheriff's Department regarding a recommendation to restore Problem Oriented Policing Officers and School Resource Officer.

Due to budget cuts, the County has deleted the positions of three POP officers and 1 SRO. The elimination of these positions leaves the City with only one SRO to cover the entire district. Captain George Anderson presented a request for the City to enter into an MOU with the County to fund these positions for 2003-2004. All agreed they are a very valuable proactive service to the community. The total cost to the City will be a maximum of \$412,056. The associated vehicle, equipment and services and supplies costs will be paid for as part of the interim year billable costs amortized over 5 years.

Janie D'Arcos of the FCUSD noted the school district supports the proposal; more than 1 SRO is needed to be effective.

Council Member Cooley asked about the Weed and Seed program. It was noted the POP officers are an integral part of the program working in school neighborhoods.

Concern was expressed over AM Winn and Abraham Lincoln schools, in the City but not in the district. Captain Anderson was unsure what could be done but it will be looked into. They currently call 911 if there is a problem. Council Member McGarvey asked about Weed and Seed money; it may be available the second year for this program. It was noted the officers will be working in the City boundaries only.

PUBLIC COMMENT:

- Judy Thomas of Rancho Cordova noted POP officers are very effective and it would be ideal to have at least for every grade level. Chuck Myer agreed.
- Walt Meyers asked about the impact on the budget. It was noted the amount is already in the budget due to decrease in services from the county.
- Ray Savorn of Cordova High School suggested the POP officers be screened for their interest in Rancho Cordova and should be interviewed by the Council. Captain Anderson ensured the officers are handpicked to ensure their dedication to the City.

Motion by Council Member Cooley, seconded by Council Member Budge, referred item 12B, to staff for consideration and preparation of a draft MOU and authorized the City Manager to execute an agreement.

AYES: Council Members: McGarvey, Cooley, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

CONSENT CALENDAR

- 9A. Adoption of Resolution No. 37-2003, A Resolution Acknowledging the Outstanding Contribution of the Sacramento Regional Transit District to the Residents of Rancho Cordova.**
- 9B. Report and recommendation to retain the firm of SJZ to conduct appraisal work in connection with the Sunrise Anatolia CFD No. 1 financing.**
- 9C. Recommendation to adopt Resolution No. 38-2003, A Resolution Supporting County Resolution 2003-0139 proposing revision of the composition of the governing body of the Sacramento Transportation Authority.**
- 9D. Resolution No. 39-2003, A Resolution of the city Council of the City of Rancho Cordova endorsing policies to encourage investment in local telecommunications services in California, investment in local communities and increased employment opportunities.**
- 9E. Report on Weed and Seed Program (receive and file)**

It was requested Item 9D be removed from the consent calendar as more information is needed and no representatives were present to discuss this issue. Upon a motion by Council Member Sander, seconded by Council Member Budge, to remove Item 9D and approve the Consent Calendar. Motion carried.

AYES: Council Members: McGarvey, Cooley, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

OLD BUSINESS

10A. Report from TAB on the results of the voter registration drive.

Tab Berg of TAB reported on the results of the registration drive. They netted 1,744 new registered voters. Mr. Berg thanked various people for their hard work and requested the use of the logo and pictures of the City Council for the letter of welcome for new voters.

10B. Report and discussion on AB 1426 (Steinberg) which would require that at least five percent of all new permitted housing units be affordable to low income households and five percent be affordable to very low income households for at least 30 years.

Cody Tubbs, Intergovernmental Relations Officer for Elk Grove, gave a brief background and analysis of AB 1426. An analysis of the bill was also included in the Council packet. Rancho Cordova would be profoundly impacted by this bill with new housing being developed in the City. Concerns about the bill include: profound financial impact (\$65 million in Elk Grove alone); this is an unfunded mandate (costs will raise new home costs); it is a region only bill, not statewide. It was agreed the bill fosters regional dissension not cooperation. The City has a lot of affordable housing now but will not receive credit; the bill is for housing after 1/1/04 only. The Council agreed the City can do better on its own with affordable housing without state mandates.

Motion by Council Member McGarvey, seconded by Council Member Budge, to publicly oppose AB 1426. Motion carried.

AYES: Council Members: McGarvey, Cooley, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

10C. Report and discussion on AB 668 (Cox) relating to share of regional housing needs of a county.

Leslie McFadden of County Counsel, gave a brief background of AB668 and presented the County's position. The County has been told by SACOG that they are way out of balance on housing allocations with the incorporation of Rancho Cordova, and that they needed to use a

portion of the City's housing elements to bring their numbers under control. This is a SACOG planning period and needs to be done. The bill allows the City and County to reach a mutually acceptable revision of their respective regional housing needs allocations. It will revise numbers to not include City land and set up the process to negotiate. The bill has been put on hold pending results of negotiations.

Motion by Council Member McGarvey, seconded by Council Member Cooley, to remain neutral at this time on AB 668 and establish a committee consisting of Council Members Budge and McGarvey to negotiate with the County.

AYES: Council Members: McGarvey, Cooley, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

PUBLIC HEARINGS

No items.

Mayor Roberts called a recess at 8:54 and reconvened the meeting at 9:08 p.m.

NEW BUSINESS

12A. Report on budget preparation process for fiscal year 2003-2004 and review revenues and cash flow projections

Mr. Cate presented the projected revenues and cash flow to the General Fund. The County is holding some funds but the city is not certain about the amount. TEA money needs to be researched also. The total revenues projected for the 2003-04 budget year are \$25,168,457. The budget will be further discussed at the August 4 2003 council meeting.

12B. This item was moved to follow Public Comment.

12C. Review and discussion of draft ordinance establishing Design Review Process.

Paul Junker, Planning Director, presented and discussed the Draft Design Review Ordinance replacing Title 1, Chapter 10, Article 7, of the City of Rancho Cordova Zoning Code and Establishing a Design Review Process. The design review process enhances desirability and image and ensures quality of development. Its goals are to create a desirable environment and community for employers and residents. Staff is currently seeking direction from Council regarding the draft ordinance. Questions include what types of projects and size, who decides to approve or deny a project and are the draft guidelines appropriate for the City. Mr. Junker suggested the planning committee consist of 3 to 5 design professionals from the community. He suggested it could be beneficial to have the Council do the design review in the beginning to set the tone and standards and then transition to a committee. Suggestions from the Council included drop the reference to color, drop the discouragement to work with corporate

architecture, 15 day initial review (not 30), review concept of site review exemption. Mr. Junker will return in one month with a formal ordinance/guideline.

Public Comment: Brian Cooley of BIA stated they are looking forward to working with the City and staff to develop formal guidelines.

12D. Discussion on list of outside agencies and advisory groups that provide for appointment of a City representative and appointment of representatives as appropriate.

Mr. Haven presented an ongoing matrix of agencies and advisory groups. He will check on SACTO membership and report back.

12E. Discussion of City of Rancho Cordova Organization Chart.

The organization chart was accepted as presented.

12F. Status report on six month strategic goals and objectives.

Council Member Budge asked to be part of the analysis and applicability of the County zoning code as she has had a lot of experience with the code. A planning retreat has been scheduled for September 26, 2003.

12G. Status report on contract negotiations with County of Sacramento for Engineering and Building Services contract.

The proposed contract with the County for engineering and building services is scheduled to go before the Board on August 19, 2003. The City's revision includes modifications to the insurance requirements. Mr. Cate will present the draft of the contract at the August 4, 2003 Council meeting.

COUNCIL REPORTS

- Council Member Sander reported Eppie's Great Race was a great success. Of all City teams, Rancho Cordova's team came in first place. Medallions were presented to Council Members McGarvey and Cooley, and Peter Budge. Council Member Roberts was not able to attend due to dental surgery. All agreed it was a great experience.
- Mayor Roberts expressed his desire to receive a draft agenda more in advance. He will work with Mr. Cate on this.
- Mayor Roberts noted he will be attending the LAFCo meeting on August 6, 2003, where they will be discussing increasing costs for new cities by \$300,000.
- Council Member Budge discussed the Blueprint workshop; Cal American Water report; Passage of TMA#1; SACOG (very valuable resource).
- Council Member McGarvey asked about the Elk Grove School District and the City; a letter is being drafted.

- Council Member McGarvey stated CORPAC has voted to keep the boundaries as they are. It was suggested a letter will be sent to the County requesting retention of CORPAC as part of the review process. The mechanics will be discussed with the County. CORPAC is an advisory body that sends their suggestions to the planning department/commission. his issue will be agendized for August 4' 2003 Council meeting.
- Council Member Cooley has been working with insurance employers to encourage local home ownership; he also reported on the city tour and CalTrans signs.
- Council Member Budge requested the Planning Director and Engineering Director be included on the agenda to provide reports to the Council.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None at this time.

CITY MANAGER'S/CITY ATTORNEY'S REPORT

Mr. Meyers reported on the economic development credits. This is a political issue and the City will need to negotiate with the county for recovery of credits.

Mr. Cate reported the office will need to hire another office assistant/deputy city clerk. The resume of Lisa Brown was presented.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 11:00 p.m.

David Roberts, Mayor

ATTEST:

Patty O'Connor, Secretary

CITY OF RANCHO CORDOVA

Minutes of Meeting of The City Council July 7, 2003

The Regular Meeting of the City Council of the City of Rancho Cordova was held on Monday, July 7, 2003 at the City Council Chambers. Mayor Dave Roberts called the meeting to order at 6:30 p.m.

<u>ROLL CALL:</u>	Council Members Present:	Cooley, McGarvey, Sander, Budge, Roberts
	Council Members Absent:	None
	Staff Present:	Interim City Manager Charles Cate City Attorney Steven Meyers Assistant to City Manager Curt Haven Interim City Clerk Diana Biddle Secretary Patty O'Connor

PLEDGE OF ALLEGIANCE

The pledge of allegiance was conducted.

INVOCATION

The invocation was presented by Jeff Koons, First Covenant Church of Sacramento

AGENDA APPROVAL

Upon a motion by Council Member Budge, seconded by Council Member McGarvey, the agenda was approved as presented. Motion carried.

AYES:	Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES:	Council Members: None
ABSENT:	Council Members: None
ABSTAIN:	Council Members: None

APPROVAL OF MINUTES

None

PRESENTATIONS

Presentation by Ron Suter, Director of Sacramento County Department of Regional Parks:

Mr. Suter gave a presentation to the Council on the American River Parkway Plan Update. They are updating and will file the final draft of the report. He requested the Council to initiate the

process of selecting an individual to represent the City on the Update Citizens Advisory Committee. He suggested the item be continued for ratification of the appointment within the next six weeks. The committee is to provide policy direction and the individual can be a citizen or council member. The item will be considered on the July 21st agenda for action.

COUNCIL ANNOUNCEMENTS

- Council Member Sander noted the Inaugural Ball is on July 11, 2003.

PUBLIC COMMENT

- Walt Myers of Rancho Cordova congratulated the city and committee on the July 4th activities. He questioned the source of the Sunrise Douglas development water and Council responded that vineyard water was settled in court. Council also responded that the preliminary budget was in the preparation stage.
- Olivia Anders congratulated the City and committee on the July 4th activities. She asked about t-shirts with the city logo. Staff responded that they were reviewing logo options for t-shirts and other items.

CONSENT CALENDAR

- 9A. Adoption of Resolution No. 33-2003, Requesting the Sacramento Area Council of Governments to fund a study to consider the issues faced by the Sacramento region in creating new ways for the community to stay mobile and independent as it ages:**

The Council Members agreed it was too early to discuss this as the City is not yet a member of SACOG. The item was tabled.

- 9B. Approval of lease between the City of Rancho Cordova and the Sacramento Metropolitan Fire District for the premises at 3121 Gold Canal Drive**

Motion by Council Member Budge, seconded by Council Member Sander, to approve the lease agreement. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

OLD BUSINESS

- 10A. Ordinance No. 03-2003, an Ordinance imposing a sales and use tax to be administered by the State Board of Equalization and Providing Penalties for violations (Second Reading)**

Motion by Council Member Cooley, seconded by Council Member Budge, to adopt Ordinance No. 03-2003. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

10B. Ordinance No. 11-2003, an Ordinance of the City of Rancho Cordova to consolidate its General Municipal Election with the Statewide General election to be held on November 2, 2004; and requesting the Board of Supervisors of Sacramento County to order consolidation with the Statewide General Election (Second Reading)

Motion by Council Member Sander, seconded by Council Member Cooley, to adopt Ordinance No. 11-2003. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

10C. Resolution No. 36-2003, a Resolution of the City of Rancho Cordova ratifying and approving a reimbursement agreement between the City of Rancho Cordova and the Rancho Cordova Chamber of Commerce:

Motion by Council Member McGarvey, seconded by Council Member Cooley, to approve Resolution No. 36-2003. Motion carried.

AYES: Council Members: Cooley, McGarvey, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: Budge, Sander

PUBLIC HEARINGS

No items.

NEW BUSINESS

12A. Approval of contract with PMC to provide Planning and Code Enforcement Services for the City of Rancho Cordova:

City Manager Cate outlined the changes and corrections to the language in the contract with PMC. He noted that the City has more control over competency of personnel. The Council has A right to cancel if not satisfied. Phil Carter of PMC was available to answer questions. Council Member Budge asked about environmental analysis responsibilities. Mr. Carter noted PMC

Planning staff will do all initial environmental reviews and negative dec's and preparation of Other environmental documents. Council Member Budge suggested doing an RFP for the EIR's; Mr. Carter noted an RFP can be time consuming and costly and stated PMC will have a list of Environmental firms online, prescreened, to call upon immediately for projects, if needed. They Will do all in-house for now and use outside resources as needed to keep time schedules and Cost containment. Mr. Carter briefed the Council on their code enforcement scope of work Including INSHAPE (access, develop goals and prioritization), SAVSA (vehicle abatement Program), website linds and redesign. Timelines are a big priority. The would like to come Back in 3 months to further define services.

Motion by Council Member McGarvey, seconded by Council Member Cooley, to approve the Contract with PMC as amended with noted changes. PMC is to return in 60 days with a more Defined work plan and scope of services. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

12B. Adoption of Resolution No. 34-2003, petitioning for membership in the Sacramento Area Council of Governments (SACOG):

Motion by Council Member Budge, seconded by Council Member Sander, to approve Resolution No. 34-2003 and directed staff to submit a copy of the resolution to SACOG requesting membership. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

Motion by Council Member Roberts, seconded by Council Member Cooley, to appoint Council Member Budge as the city representative to SACOG. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

Motion by Council Member McGarvey, seconded by Council Member Roberts, to appoint Council Member Cooley as alternative SACOG representative. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

12C. Designation of a Voting Delegate and an Alternate Delegate to represent the City of Rancho Cordova at the League of California Cities Annual Conference to be held on September 7-10 in Sacramento:

Motion by Council Member Budge, seconded by Council Member McGarvey, to appoint Council Member Cooley as voting delegate and Mayor Roberts as alternate delegate to the League of California Cities Annual Conference. Council Member Cooley will attend the conference.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

12D. Selection of council member(s) to serve as City representative(s) to serve on the Sacramento Regional County Sanitation District Board and the County Sanitation District 1 Board. Resolution No. 35-2003.

Motion by Council Member Sander, seconded by Council Member Budge, to appoint Mayor Roberts as City representative and to approve Resolution No. 35-2003. Motion carried.

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

12E. Further discussion and review of the July 16, 2003 SACOG Blueprint Workshop.

The Council Members will attend the SACOG Blueprint Workshop.

12F. Recommendation to set Special meeting dates related to search for permanent City Manager:

Interim City Manager Cate stated that a list of candidates is being developed and screened. Mr. Cate hopes to receive a list of finalists by August 4th. The interviews are scheduled for August 11, 2003.

12G. City Attorney Meyers report on adult oriented business ordinance

City Attorney Meyers briefed the Council on the adult oriented business ordinance. A moratorium can be issued. He will contact Supervisor Nottoli and Bob Ryan regarding the new county ordinance. The City may not want to adopt the county ordinance. Mr. Meyers noted drafting a new ordinance can be time and cost consuming; he will check

with the county first and research possible model ordinances. Council Member Sander requested a cost estimate.

COUNCIL REPORTS

- Council Member Sander reported that the 4th of July celebration was a great success. They had a lot of volunteers and media attention. He and the committee received a standing ovation.
- Mayor Roberts thanked staff for the successful inauguration.
- Council Member Budge noted two more stores are remodeling. She asked a letter be sent to the Monarchs and Maloof Entertainment for hosting the city at their game.
- Council Member Budge asked for a summary regarding voter registration.
- Council Member Budge and Mayor Roberts met with the Sacramento Bee and covered a lot of issues.
- Council Member McGarvey noted it was an amazing week. He also suggested letters be sent to RT, OES, the Monarchs for their support.
- Council Member Cooley noted it was an outstanding week. There was great reception for the logo. He noted the he and Mr. Haven are taking the media on a tour of the City next week.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

- Voter registration project, County contract negotiations, budget update, code enforcement plan, priority matrix, priority matrix, AB1426.
- Organizational chart, design/review / Weed and Seed presentation.

CITY MANAGER'S REPORT

Assistant to the City Manager Haven noted business cards will need to be ordered as soon as possible. He also thanked Rebecca Sloan for her hard work with the media and behind the scenes at the inauguration.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:22 p.m. in memory of Jim McGowan,

Dave Roberts, Mayor

ATTEST:

Patty O'Connor, Secretary

CITY OF RANCHO CORDOVA

RESOLUTION NO. 51-2003

A RESOLUTION OF THE CITY OF RANCHO CORDOVA RECOGNIZING THE ACCOMPLISHMENTS OF WILLIAM ALEXANDER LEIDESDORFF, JR. AND HIS LEGACY AS A PROMINENT CIVIC LEADER AND AFRICAN-AMERICAN PIONEER FOR THE RANCHO CORDOVA AREA AND THE STATE OF CALIFORNIA

WHEREAS, William Alexander Leidesdorff Jr., a leading civic leader and pioneer in the successful quest for California to become the 31st State in our U.S.A., was the majority landowner, beginning in 1844, of the modern City of Rancho Cordova; and

WHEREAS, in 1810, William Alexander Leidesdorff Jr. was born in St. Croix Virgin Islands to Anna Maire Sparks, an African women and William Leidesdorff Sr. a citizen of Denmark and died in 1848 of brain fever. He is buried just right of the entrance in the Old S.F. Mission Delores Sanctuary; and

WHEREAS, in 1841, William Alexander Leidesdorff Jr. sailed the first legal U.S. commercial shipping vessel, the Julia Ann, into the sleepy Mexican fishing village of Yerba Buena, modern San Francisco, to establish a world maritime center; and

WHEREAS, in 1843, William Alexander Leidesdorff Jr. was naturalized as a Mexican citizen to facilitate acquiring a vast land grant from the Mexican authorities in Sacramento Valley and was an early advocate of creating dual U.S. citizenship; and

WHEREAS, in 1844, William Alexander Leidesdorff Jr. obtained title to Rancho Rio de Los Americanos, well over 35,000 acres of prime commercial real estate along the south bank of the American River. His global trade and commerce projects financed, developed and helped stabilize the Sacramento Valley; and

WHEREAS, in 1845, William Alexander Leidesdorff Jr. accepted the position of United States Vice-Consul in the Mexican Alta California region. By serving our nation in this capacity he is the first U.S. African-American Diplomat in history, affectionately known as the "African Founding Father of California;" and

WHEREAS, in 1846, William Alexander Leidesdorff Jr. was an active leader in the Bear Flag Revolt during the Mexican-American War, 1846-1848 and his official reports are cherished accounts of U.S. acquisition of California from Mexico; and

WHEREAS, in 1847, William Alexander Leidesdorff Jr. captained the first and only steam ship in California prior to the Gold Rush of 1848, the Sitka. His maiden steam voyage up the Sacramento River is immortalized on the California State Seal and recognizes his vision for increased maritime transportation of California's agricultural products to world markets;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova hereby recognizes William Alexander Leidesdorff Jr. for his legacy as a prominent civic leader and African-American pioneer for the Rancho Cordova area and the State of California.

ADOPTED, THIS 2nd day of September, 2003 by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

CITY OF RANCHO CORDOVA

Resolution No. 54-2003

A Resolution in Support of the Pending Application of Rancho Cordova Community for Federal "Weed and Seed" funding and in support of local efforts in support of that application

Whereas, Weed and Seed programs are supported by the US Department of Justice' Office of Justice Programs (OJP) to help communities prevent, control, and reduce violent crime, drug abuse, and gang activity in high-crime neighborhoods.

Whereas, these community-based efforts are two-pronged, comprised of "Weeding" wherein law enforcement and prosecutors cooperate to "weed out" criminals who participate in violent crime and drug abuse, attempting to prevent their return to the targeted area and "Seeding" which brings human services to the area, encompassing prevention, intervention, treatment, and neighborhood revitalization.

Whereas, community policing strategies also are relied upon to support the "weeding" law enforcement activities and are integral to the prevention, intervention, and treatment goals of Weed and Seed programs as well as their neighborhood reclamation and restoration activities.

Whereas, Weed and Seed areas include a "Safe Haven" facility, a multi-service center to organize and deliver youth and adult-oriented human services to the neighborhood.

Whereas, in an effort to obtain the benefits of a Weed and Seed program in Rancho Cordova, the Folsom Cordova Schools Foundation, in collaboration with numerous community partners, last fall submitted a federal application for Weed and Seed recognition as a step toward possible funding and was so recognized.

Whereas, Rancho Cordova's designated Weed and Seed area lies astride Folsom Boulevard and is bounded by Rod Beaudry and Mather Field Drives on the west, Highway 50 on the south, Mills Park Drive on the east, and Malaga/Capitales on the north.

Whereas, the Steering Committee for the Rancho Cordova Weed and seed effort is comprised of representatives from the U.S. Attorney's Office, the Office of Don Nottoli with the Sacramento County Board of Supervisors, the City of Rancho Cordova Planning Department and Code Enforcement Department, the Sacramento County Sheriffs Department - East Division, the Sacramento County Department of Human Assistance, the Sacramento County District Attorney's Office, area residents, a

representative of Rancho Cordova faith-based community groups, the Sacramento Housing and Redevelopment Agency, the White Rock Elementary School, the Rancho Cordova Chamber of Commerce, and various area businesses.

Whereas, Rancho Cordova Weed and Seed partnering organizations additionally include Cordova Late Nite, Cordova Recreation & Park District, Department of Human Assistance, Dream Center, First Covenant Church, Folsom Cordova Unified School district, Project Help, Rancho Cordova Economic Community Development Corporation, Rancho Cordova Neighborhood Center, Sacramento County Alcohol and Drug Services Division, Sacramento County Economic Development, Sacramento County Office of Education, STARS After School Program of the Folsom Cordova Unified School District, Sun River Church, and the White Rock Family Resource Center

Whereas, Rancho Cordova's proposed Weed & Seed strategy has 4 components, including a Law Enforcement Strategy, a Community Policing Strategy, a Prevention, Intervention, and Treatment Strategy and a Neighborhood Restoration Strategy

Whereas, potential U.S. Office of Justice Programs funding support if funding is provided to Rancho Cordova's Weed and Seed proposal could include \$175,000 the first year and \$230,000 to \$300,000 during each subsequent years of the official 5 year recognition period, of which local law enforcement must receive at least one half of all grant money each year.

Whereas, Rancho Cordova's Weed and Seed proposal was officially recognized this year for possible 1st year funding during the FY 2003-2004 grant review process which is competitive in nature.

Whereas, OJP personnel have recently clarified that the local application needs to strive to secure 100% local funding of the Weed and Seed Coordinator position to ensure it is competitive in the current funding cycle when it must be submitted in early September.

And, Whereas, a successful Weed and Seed funding application will advantage all who live and work in Rancho Cordova.

Therefore, Be It Resolved by the Rancho Cordova City Council that it strongly supports this initiative by our community's leaders to secure funding during FY 2003-2004 of Rancho Cordova as an official Office of Justice Programs Weed and Seed site and, furthermore, that we support measures by others in our community to enable the Weed and Seed application that is to be sent to Washington DC this month to be as fully competitive as our community can make it, including measures to provide financial support for the coordinator position toward the end that it be 100% locally funded.

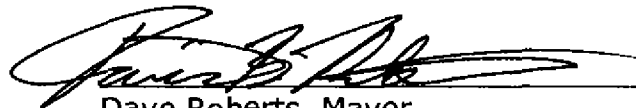
PASSED AND ADOPTED, this 2nd day of September, 2003 by the following vote:

AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts

NOES: Council Members: None

ABSENT: Council Members: None

ABSTAIN: Council Members: None


Dave Roberts, Mayor

ATTEST:


Diana Biddle, Interim City Clerk

Memorandum

Date: August 27, 2003

To: Members of the City Council

From: Interim City Manager

Subject: Agreements with County of Sacramento to provide Building Safety and Engineering Services for the City of Rancho Cordova



BACKGROUND INFORMATION

At the June 16, 2003 meeting, the Council reviewed proposals from the County and PMC, and made a recommendation to negotiate contracts with PMC for Planning and Code Enforcement Services, and with the County for Engineering and Building Safety Services. At the July 7 meeting, a contract was executed with PMC.

The agreements with the County for their services were discussed and approved at a meeting of the Board of Supervisors on August 19. The initial proposal from the County required the City to pay a separate cost for a supplemental insurance policy (in order to reduce the deductible levels) in addition to the hourly billing rates being proposed. The Council made it clear that this additional cost of some \$100,000 was not acceptable.

DISCUSSION

In an attempt to deal with our concerns about insurance requirements, and to be competitive in their proposals to provide contract services to other cities, the County recently approved a change to their insurance requirements. Basically, the County will now be taking the approach of developing an insurance claims pool that will be used to purchase additional general liability and workers compensation coverage, (allowing a reduction in their \$2million deductible) and to provide funding for the estimated cost of uninsured deductible claims that might occur. The funding of this pool will be built into the billing rates. The impact of this change in labor rates from the original proposal (Building Safety and Engineering Services) is shown in the attached exhibit. As noted, some billing rates increased and some went down. My understanding is that the rates now being proposed in the two contracts were arrived at by a combination of : amounts needed to fund the insurance pool; employee salary adjustments that were effective July 1, and employee turnover; and re-adjusted county overhead charges .

SUMMARY

Attached are the two contracts (one for Building Safety, one for Engineering Services) that were approved by the Board of Supervisors and which are being presented to the Council at this time. The major differences between these contracts and the contract executed with PMC are as follows:

	PMC	COUNTY
1. <u>Term of Service</u>	Continues until terminated by one or both of the parties with 30 days notice	Thru June 30, 2006, but can be terminated by either party with 90 days notice
2. <u>Compensation</u>	No clause for annual adjustment of rates	Rate adjustments may be submitted each May. However, if not agreed to by City, contract can be terminated with 30 days notice.
3. <u>Insurance/ Indemnification</u>	Some differences, but mainly due to being public/private agency Contractors. City Attorney is not concerned.	

RECOMMENDATION

That the Council authorize the Mayor to execute the attached agreements with the County of Sacramento to provide Building Safety and Engineering Services to the City of Rancho Cordova.



Charles R. Cate

Job Classification Charge Rates

The following hourly rates will apply to all billings. Actual involvement by the various classifications will vary from project to project.

BUILDING & SAFETY SERVICES COMPARISON OF LABOR RATES			
Class Title	Quoted in RFP	Current Rates	Difference
Building Inspector 1	\$63.97	67.70	+6%
Building Inspector 2	\$69.91	\$72.66	+4%
Supv. Building Inspector	\$75.40	\$77.32	+3%
Principal Building Inspector	\$80.73	\$84.49	+5%
Asst. Engineer Architect Lv 2	\$72.43	\$76.16	+5%
Assoc. Engineer Architect	\$85.10	\$89.30	+5%
Sr. Engineer Architect	\$93.10	\$95.31	+2%
Principal Engineering Architect	\$103.42	\$101.54	-2%
Engineering Aide	\$48.92	\$50.78	+4%
Engineering Technician Lv 1	\$49.79	\$51.52	+3%
Engineering Technician Lv 2	\$55.64	\$58.97	+6%
Sr. Engineering Technician	\$61.60	\$65.29	+6%
Sr. Mechanical Engineer	\$96.93	\$99.43	+3%
Sr. Information Technology Technician	\$72.03	\$68.66	-5%
Information Technology Technician Lv 2	\$64.32	NA	
Information Technology Technician Lv 1	\$53.38	\$56.95	+7%
Sr. Administrative Analyst Rng B	\$91.93	\$92.92	+1%
Account Clerk Lv 1	\$51.19	NA	
Account Clerk Lv 2	\$51.90	\$56.68	+9%
Accountant Lv 1	\$63.37	NA	
Clerical Supv. 1	\$60.56	\$61.80	+2%
Clerical Supv. 2	\$62.13	\$61.80	-1%
Sr. Office Assistant	\$53.52	\$56.28	+5%
Office Assistant Lv 1	\$45.40	NA	
Office Assistant Lv 2	\$48.48	\$51.81	+7%
Chief, Building Inspection Division	\$105.91	\$110.21	+4%

Land Division and Site Improvement Review and Technical Resources COMPARISON OF LABOR RATES			
	Labor Rates Quoted in RFP	Current Labor Rates	Difference
LDSIR			
▪ Sr. Civil Engineer	\$128.28	\$119.87	-6%
▪ Assoc. Civil Engineer	\$123.36	\$117.63	-5%
▪ Assoc. Land Surveyor	\$122.18	\$114.21	-6%
▪ Asst. Land Surveyor	\$104.82	\$100.22	-4%
▪ Supervising Engineering Tech.	\$105.74	101.72	-4%
▪ Administrative Support	\$91.13	\$90.32	-1%
Technical Resources			
• Permits & Fees Supervisor (TR)	\$109.11	\$110.80	+1%
• Principal Engineering Tech	\$99.69	\$99.46	0%
•			
Transportation			
• Sr. Civil Engineer	\$91.00	\$91.50	+0.5%
• Assoc. Civil Engineer (Trans.)	\$76.03	\$82.78	+9%
• Assistant Civil Engineer	\$55.81	\$59.14	+6%
• Sr. Landscape Architect (LD&TP)	\$97.30	\$89.18	-8%
• Associate Landscape Architect	\$89.18	\$82.02	-8%
• Assistant Landscape Architect	\$79.17	\$73.48	-7%

CONSTRUCTION MANAGEMENT COMPARISON OF LABOR RATES			
	Labor Rates Quoted in RFP	Current Labor Rates	Difference
Inspection			
▪ Construction Inspector	\$80.66	\$78.01	-3%
▪ Senior Construction Inspector	\$89.95	\$84.91	-6%
▪ Supervising Construction Inspector	\$89.98	\$87.95	-2%
▪ Principal Construction Inspector	\$92.52	NA	-
Engineering			
• Assistant Civil Engineer	\$86.50	\$86.45	0%
• Associate Civil Engineer	\$99.01	\$97.24	-2%
• Senior Civil Engineer	\$112.20	\$109.47	-2%
• Principal Civil Engineer	\$114.43	\$114.21	0%
Technical			
• Engineering Technician	\$68.80	\$66.89	-3%
• Senior Engineering Technician	\$75.75	\$74.57	-2%
• Principal Engineering Technician	\$79.02	\$82.44	+4%
• Supervising Engineering Technician	\$96.20	\$87.69	-9%
Safety Specialist	\$89.20	\$90.81	+2%

**BUILDING SAFETY SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
THE COUNTY OF SACRAMENTO**

THIS AGREEMENT for building safety services is made by and between the City of Rancho Cordova ("City") and the County of Sacramento ("County") (together sometimes referred to as the "Parties") as of September 1, 2003 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2006, or until terminated by one or both of the Parties pursuant to Section 8 hereof. The Parties acknowledge that while there is no overall timeframe for this Agreement, specific projects or tasks arising within the scope of services described in Exhibit A may be subject to timeframes for completion as specified by local, state or federal law or as may be set forth by the City in the future. County shall comply with all timeframes and completion dates: 1) specified in Exhibit A, unless the term of the Agreement is otherwise terminated as provided for in Section 8; 2) specified by local, state or federal law unless extended by applicable law; and 3) as may be set forth by the City and agreed by the County in the future, unless otherwise extended by the City. The time provided to County to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

1.3 Assignment of Personnel. County shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, County shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons, subject to the following limitations:

(a) The County shall have the responsibility for supervision of personnel, hiring of personnel, establishing standards of performance, assignment of personnel (except as provided for in the immediately preceding paragraph), determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel.

(b) County shall be responsible for negotiating and administering all labor

relations agreements and personnel rules and procedures between County and its employees rendering services pursuant to this Agreement.

(c) The City understands that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements.

- 1.4 Time.** County shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy County's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay County on a time and materials basis for services to be performed and reimbursable costs incurred under this Agreement. Excepted there from are those services normally recoverable from developers, including improvement plan and subdivision map review services performed by LDSIR, and certain inspection services performed by Construction Management and Inspection, will be billed by the County directly to the developers. Payments unrecovered from developers after 90 days will be billed to the City. City nevertheless agrees to pay County on a time and material basis for all services performed by LDSIR and Construction Management and Inspection that are not normally recoverable from developers. City shall pay County for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to County for services rendered pursuant to this Agreement. County shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, County shall not bill City for duplicate services performed by more than one person.

County and City acknowledge and agree that compensation paid by City to County under this Agreement is based upon County's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of County. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which County 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 Annual Adjustment of Rates.** The rates for services for fiscal year 2003-04 are set forth in Exhibit B. The County may adjust these rates on an annual basis to reflect increases in its cost of providing services. As a means of establishing appropriate rates for services for fiscal years subsequent to 2003-04, the Director shall prepare and submit to the City by May 1st of each such year during the term of this Agreement, commencing May 1, 2004, a rate schedule that describes the proposed rates for services for the period of July 1 through June 30 of the upcoming fiscal year. The proposed rate schedule will be prepared in consultation with the City Manager. The Director and the City Manager shall use reasonable efforts to reach agreement as to a revised rate schedule by June 30th of the upcoming fiscal year. The updated rate schedule shall be incorporated into this Agreement by means of a letter agreement between the Director and the City Manager. In the event that the City and the County are unable to agree on a rate schedule by June 30th, the County may unilaterally adopt a rate schedule for the following fiscal year that shall become effective July 1st. The City shall thereafter have 30 days to terminate the

Agreement. If City fails to serve written notice of termination on the County within such 30-day period, the City shall be responsible for reimbursing the County for services provided pursuant to this Agreement consistent with the rate schedule adopted by the County.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of prior billings and the total due this period;
- 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; format, content and level of detail to be agreed upon by the City and County;
- The signature of an authorized County representative.

2.3 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay County. In the event of dispute, the City will pay any undisputed portion of the invoice within 30 days.

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

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

2.5 Hourly Fees. Fees for work performed by County on an hourly basis shall not exceed the amounts shown on the fee schedule attached as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are listed in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City.

2.7 Payment of Taxes. County is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or County terminates this

Agreement pursuant to Section 8, the City shall compensate the County for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of termination of services. County shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The County is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City.

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

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

Section 4. INSURANCE REQUIREMENTS. Parties acknowledge that County is a self-insured entity. County has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, general commercial and automobile liability, and professional liability. County shall provide City with certificates of self-insurance, or other documentation, which details the scope, limits, and forms of County's self-insurance coverage. County agrees to provide City with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event County is unable to maintain insurance coverage(s) applicable to this Agreement, City shall have the right to terminate this Agreement.

Section 5. INDEMNIFICATION.

- 5.1 City.** The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances, or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, or

such alleged acts or omissions. For purposes of clarifying City's obligations under this Section 5.1, City and County agree that, notwithstanding Section 6.2, an "agent" of the City shall not include any County officer or employee engaged in the performance of any service pursuant to this Agreement. Furthermore, with respect to public streets, works or property, City and County agree that nothing in this Section 5.1 is intended to require City to indemnify and hold harmless the County for any claim or liability arising prior to the incorporation of City on July 1, 2003.

- 5.2 **County.** County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from and against any loss, damage, claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.
- 5.3 **PERS.** In the event that County or any employee, agent, or subcontractor of County 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, County shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of County 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 COUNTY.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, County shall be an independent contractor and shall not be an employee of City. City shall have the right to control County only insofar as the results of County's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which County accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, County and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **City Agent.** For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the City while performing such services for City,

provided that such services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, the City shall not be liable for any act or omission of any County officer or employee unless specifically provided elsewhere in this Agreement and County 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.** County and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, County and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** County represents and warrants to City that County and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. County represents and warrants to City that County and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 **Nondiscrimination and Equal Opportunity.** County shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by County under this Agreement. County 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 County thereby.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may terminate this Agreement without cause upon ninety (90) days' written notice to County.

County may terminate this Agreement without cause upon ninety (90) days' written notice to City.

In the event of termination, County shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon County delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to County or prepared by or for County or the City in connection with this Agreement. Any County provided software will not become the property of the City.

- 8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.3 **Assignment and Subcontracting.** City and County recognize and agree that this Agreement contemplates personal performance by County and is based upon a determination of County'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 County. County may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. County shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and County shall survive the termination of this Agreement.
- 8.5 **Options upon Breach by County.** If County materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.5.1 Terminate the Agreement;
 - 8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by County pursuant to this Agreement; or
 - 8.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by County.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of County's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that County prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. County hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed

that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

- 9.2 **County's Books and Records.** County shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the County to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires County to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **Use of Recycled Products.** County shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Contract Administration.** This Agreement shall be administered on behalf of the City by the City Manager or his/her designee. The Director of County Engineering or his/her designee shall administer the Agreement on behalf of the County. All correspondence

shall be directed to or through the contract administrators or their respective designee.

10.7 Notices. Any written notice to County shall be sent to:

Department of County Engineering and Administration
County Administration Building
827 Seventh Street, Room 304
Sacramento, CA 95814
Attn: Director

Any written notice to City shall be sent to:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Manager

10.8 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and County and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.9 Construction and Interpretation. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

10.10 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.

* * * * *

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

CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO

David Roberts, Mayor

Chairperson, Board of Supervisors

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to Form:

Approved as to Form:

Steve Meyers, City Attorney

Deputy County Counsel

654952_2

EXHIBIT A
SCOPE OF SERVICES
BUILDING SAFETY SERVICES

<u>Accounting, Cashiering and Administrative Services</u>	
Scope of Services and Key Performance Standards	
	<i>Frequency of Service</i>
A. On-site cashiering at City Hall for both City fees and County fees, including accepting of payments (cash, check or credit card), issuing receipts to customers, preparation of deposits and reconciliation process.	Daily during City Hall office hours
B. Reception and phone support for Building and Safety, Engineering and Planning staff.	Daily during City Hall office hours
C. Clerical support for Building and Safety and Engineering staff located on site at City Hall.	Daily during City Hall office hours
D. Cashiering supervision and management by off-site staff.	Daily
E. Until City is prepared to deposit fees directly into its own bank account, make routine transfers of funds back to City accompanied by report(s) detailing description of fees and amounts.	Monthly
F. Establish and perform process allowing customers to pre-pay development fees in a lump sum, and drawing from those funds to pay fees due at permit issuance.	Daily
G. Establish and perform process allowing acceptance of a check for more than the amount due, then refunding amount of overpayment to customer.	Daily
H. Provide monthly invoicing to external developer customers for plan review and other services normally paid by external customers and not funded through permit fee revenues.	Monthly
I. Produce invoices to City for services performed under the Agreement	Monthly

BUILDING SAFETY SERVICES

Scope of Services

Base Services

- Permit Counter Services
- Public and Contractor Education / Workshops
- Attendance at City Council / Other Meetings
- Plan Review Services – Residential and Commercial
- Inspection Services – Residential and Commercial
- Coordination and Assistance with the City's Community Enhancement Operation
- Provide access to Automated Permit System Software
- Provide access to 24 Hour-A-Day Automated Inspection Request System
- Code Enforcement Services
 - Work without a Building Permit.
 - Change in Use or Occupancy Type without a Building Permit.
- Code Compliance Inspections for the Real Estate Industry
- Permit Records Management Services
- Response to Constituent Complaints
- Response to City Officials Inquires
- Response to General Information Calls
- Emergency Inspections (Nights / Weekends)
- Receptionist for Community Development
- Cashiering Services for Community Development Fees
- Provide Coordination of other Departments / Agencies Approval
- Storm Water Pollution and Prevention Plan (SWPPP)

Optional Services

- Establish / Administer / Coordinate the Plumbing Certification Board
 - Board of Appeals
 - Plumbing Certification Board
 - Disability Access Appeals Board
- Outreach for Special Activities
- Customized Reports for Special Needs

BUILDING SAFETY SERVICES**Key Performance Standards**

Activity	
A. Permit Counter Services	Daily during City Hall office hours
B. Public and Contractor Education / Workshop	As Required
C. Clerical support for Building and Safety and Engineering staff located on site at City Hall.	Daily during City Hall office hours
D. Attendance at City Council / Other Meetings	As Required
E. Plan Review Services – Residential and Commercial	Daily
F. Inspection Services – Residential and Commercial	Daily
G. Coordination and Assistance with the City's Community Enhancement Operation	Daily
H. Provide access to Automated Permit System Software	Daily
I. Inspection Request System	Daily
J. Building Code Enforcement Services a. Work without a Permit b. Change in use or occupancy type without a building permit	As Required
K. Code Compliance Inspections for the Real Estate Industry.	As Required
L. Provide access to 24 Hour-A-Day Automated Inspection Request System	Daily
M. Permit Records Management Services	Daily
N. Response to City Officials Inquires	As Required
O. Response to Constituent Complaints	As Required
P. Response to General Information Calls	As Required
Q. Emergency Inspections (Nights / Weekends)	As Required
R. Provide Coordination of other Departments / Agencies Approvals	As Required
S. Storm Water Pollution and Prevention Plan (SWPPP)	As Required

<u>BUILDING SAFETY SERVICES</u>	
<u>Optional Services</u>	
<u>Service Description</u>	<u>Frequency</u>
A. Establish / Administer / Coordinate the following Boards: • Board of Appeals • Plumbing Certification Board • Disability Access Appeals Board	As Required
B. Outreach for Special Activities	As Required
C. Customized Reports for Special Needs	As Required

City of Rancho Cordova Building and Safety Budget Summary			
Item	Expenditure	Revenue	Notes
Base Services	\$1,200,000	\$1,700,000	Permit Fees *
Building Inspection & Safety			
Cashiering Services	\$35,000		
Optional Services	\$100,000	\$100,000	Permit Fees
Budget and scope for specific optional activities to be agreed upon in writing by both the City and the County.			Note: Since building permit fees are paid in advance of services performed, the revenues for Building and safety Services exceed the expenditure amount. The excess amount is placed in a reserve account to meet future service requirements.
Total	\$1,335,000	\$1,800,000	

EXHIBIT B
COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004

ACCOUNTING CASHIERING AND ADMINISTRATIVE SERVICES

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total
27539	Account Clerk Lv 2	\$24.83	\$22.00	\$0.00	\$46.83
27541	Account Clerk 3	\$26.91	\$22.00	\$0.00	\$48.91
27545	Sr Accountant	\$51.78	\$22.00	\$0.00	\$73.78
27546	Accountant Lv 1	\$34.27	\$22.00	\$0.00	\$56.27
27548	Accountant Lv 2	\$40.66	\$22.00	\$0.00	\$62.66
27560	Accounting Mgr	\$55.81	\$22.00	\$0.00	\$77.81
27564	Sr Accounting Mgr	\$61.71	\$22.00	\$0.00	\$83.71
27603	Admin Svcs Officer 1	\$38.07	\$22.00	\$0.00	\$60.07
27605	Admin Svcs Officer 3	\$57.09	\$22.00	\$0.00	\$79.09
27610	Accounting Technician	\$33.20	\$22.00	\$0.00	\$55.20
27657	Chief Accounting Fiscal Services DPW	\$67.63	\$22.00	\$0.00	\$89.63
27681	Chief Departmental Admin Svcs	\$65.86	\$22.00	\$0.00	\$87.86
28203	Sr Office Assistant	\$25.97	\$22.00	\$0.00	\$47.97
28384	Sr Student Intern	\$12.23	\$22.00	\$0.00	\$34.23

**COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004**

PWA-BUILDING INSPECTION

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	Expedited Hourly
27521	Sr Information Technology Technician	\$40.66	\$24.00	\$4.00	\$68.66	\$80.10
27523	Information Technology Technician Lv 1	\$28.95	\$24.00	\$4.00	\$56.95	\$65.20
27526	Sr Administrative Analyst Rng B	\$64.92	\$24.00	\$4.00	\$92.92	
27539	Account Clerk Lv 2	\$28.68	\$24.00	\$4.00	\$56.68	\$64.83
27548	Accountant Lv 2	\$42.54	\$24.00	\$4.00	\$70.54	\$82.88
27632	Building Inspector 2 Rng A	\$44.66	\$24.00	\$4.00	\$72.66	\$85.28
27633	Building Inspector 2 Rng B	\$47.10	\$24.00	\$4.00	\$75.10	\$88.34
27634	Building Inspector 1	\$39.70	\$24.00	\$4.00	\$67.70	\$79.35
27635	Supv Building Inspector	\$49.32	\$24.00	\$4.00	\$77.32	\$91.06
27665	Chief Building Inspection Division	\$82.21	\$24.00	\$4.00	\$110.21	
27709	Sr Civil Engineer	\$67.31	\$24.00	\$4.00	\$95.31	
27711	Asst Civil Engineer Lv 2	\$52.03	\$24.00	\$4.00	\$80.03	\$94.53
27783	Clerical Supv 1	\$33.80	\$24.00	\$4.00	\$61.80	\$71.33
27786	Clerical Supv 2	\$33.80	\$24.00	\$4.00	\$61.80	\$71.07
27901	Engineering Aide	\$22.78	\$24.00	\$4.00	\$50.78	\$57.20
27902	Assoc Engineer Architect	\$61.30	\$24.00	\$4.00	\$89.30	\$106.79
27909	Asst Engineer Architect Lv 2	\$48.16	\$24.00	\$4.00	\$76.16	\$90.11
27911	Engineer Architect Student Intern Rng SR	\$13.77	\$24.00	\$4.00	\$41.77	\$48.26
27958	Sr Engineering Technician	\$37.29	\$24.00	\$4.00	\$65.29	\$75.74
27960	Engineering Technician Lv 1	\$23.52	\$24.00	\$4.00	\$51.52	\$58.48
27961	Engineering Technician Lv 2	\$30.97	\$24.00	\$4.00	\$58.97	\$67.78
28142	Sr Mechanical Engineer	\$71.43	\$24.00	\$4.00	\$99.43	
28203	Sr Office Assistant	\$28.28	\$24.00	\$4.00	\$56.28	\$64.11
28206	Office Assistant Lv 2	\$23.81	\$24.00	\$4.00	\$51.81	\$58.61
28235	Principal Building Inspector	\$56.49	\$24.00	\$4.00	\$84.49	\$100.33
28238	Principal Civil Engineer	\$79.49	\$24.00	\$4.00	\$107.49	
28244	Principal Engineering Architect	\$73.54	\$24.00	\$4.00	\$101.54	
28383	Student Intern	\$10.40	\$24.00	\$4.00	\$38.40	\$43.30
28384	Sr Student Intern	\$12.23	\$24.00	\$4.00	\$40.23	\$45.99
29006	Engineer Architect Student Intern Rng SO	\$12.49	\$24.00	\$4.00	\$40.49	\$46.38
29007	Engineer Architect Student Intern Rng FR	\$11.93	\$24.00	\$4.00	\$39.93	\$45.55

**COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004**

PWA-CONSTRUCTION MANAGEMENT DIVISION – CONSTRUCTION INSPECTION

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	
27539	Account Clerk Lv 2	\$27.66	\$30.00	\$8.00	\$65.66	
27603	Admin Svcs Officer 1	\$39.59	\$30.00	\$8.00	\$77.59	
27604	Admin Svcs Officer 2	\$54.07	\$30.00	\$8.00	\$92.07	
27631	Building Construction Supv	\$49.12	\$30.00	\$8.00	\$87.12	
27633	Building Inspector 2 Rng B	\$44.41	\$30.00	\$8.00	\$82.41	
27706	Assoc Civil Engineer	\$59.24	\$30.00	\$8.00	\$97.24	
27709	Sr Civil Engineer	\$71.47	\$30.00	\$8.00	\$109.47	
27711	Asst Civil Engineer Lv 2	\$48.45	\$30.00	\$8.00	\$86.45	
27725	Construction Inspector	\$40.01	\$30.00	\$8.00	\$78.01	
27727	Sr Construction Inspector	\$46.91	\$30.00	\$8.00	\$84.91	
27729	Supv Construction Inspector	\$49.95	\$30.00	\$8.00	\$87.95	
27911	Engineer Architect Student Intern Rng SR	\$13.77	\$30.00	\$8.00	\$51.77	
27917	Asst Electrical Engineer Lv 2	\$44.27	\$30.00	\$8.00	\$82.27	
27958	Sr Engineering Technician	\$36.57	\$30.00	\$8.00	\$74.57	
27959	Supv Engineering Technician	\$49.69	\$30.00	\$8.00	\$87.69	
27960	Engineering Technician Lv 1	\$23.62	\$30.00	\$8.00	\$61.62	
27961	Engineering Technician Lv 2	\$28.89	\$30.00	\$8.00	\$66.89	
28203	Sr Office Assistant	\$24.90	\$30.00	\$8.00	\$62.90	
28206	Office Assistant Lv 2	\$23.66	\$30.00	\$8.00	\$61.66	
28238	Principal Civil Engineer	\$76.21	\$30.00	\$8.00	\$114.21	
28245	Principal Engineering Technician	\$44.44	\$30.00	\$8.00	\$82.44	
28399	Safety Specialist	\$52.81	\$30.00	\$8.00	\$90.81	
29086	Safety Technician		\$35.37	\$30.00	\$8.00	\$73.37

**COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004**

PWA-CONSTRUCTION MANAGEMENT DIVISION – MATERIAL TESTING

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total
27725	Construction Inspector	\$44.37	\$30.00	\$8.00	\$82.37
27727	Sr Construction Inspector	\$49.74	\$30.00	\$8.00	\$87.74
28239	Principal Construction Inspector	\$56.65	\$30.00	\$8.00	\$94.65

**COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004**

LAND DIVISION AND SITE IMPROVEMENT REVIEW (LDSIR)

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	Expedited Hourly
27603	Admin Svcs Officer 1	\$38.32	\$47.00	\$5.00	\$90.32	\$101.96
27706	Assoc Civil Engineer	\$65.63	\$47.00	\$5.00	\$117.63	\$135.23
27709	Sr Civil Engineer	\$67.87	\$47.00	\$5.00	\$119.87	
27711	Asst Civil Engineer Lv 2	\$49.91	\$47.00	\$5.00	\$101.91	\$115.22
27959	Supv Engineering Technician	\$49.72	\$47.00	\$5.00	\$101.72	
27961	Engineering Technician Lv 2	\$32.10	\$47.00	\$5.00	\$84.10	\$92.71
28103	Assoc Land Surveyor	\$62.21	\$47.00	\$5.00	\$114.21	
28137	Supv Map Checking	\$50.63	\$47.00	\$5.00	\$102.63	\$117.75
28203	Sr Office Assistant	\$31.71	\$47.00	\$5.00	\$83.71	\$91.86
28206	Office Assistant Lv 2	\$24.98	\$47.00	\$5.00	\$76.98	\$83.84
28245	Principal Engineering Technician	\$48.06	\$47.00	\$5.00	\$100.06	\$113.33
28383	Student Intern	\$10.40	\$47.00	\$5.00	\$62.40	\$67.30
28384	Sr Student Intern	\$12.23	\$47.00	\$5.00	\$64.23	\$69.99
29028	Asst Land Surveyor	\$48.22	\$47.00	\$5.00	\$100.22	

**COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004**

TECHNICAL RESOURCES (TR)

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	Expedited Hourly
27958	Sr Engineering Technician	\$34.35	\$48.00	\$5.00	\$87.35	\$96.86
27961	Engineering Technician Lv 2	\$28.75	\$48.00	\$5.00	\$81.75	\$90.05
28245	Principal Engineering Technician	\$46.46	\$48.00	\$5.00	\$99.46	\$111.70
28246	Supv Permits Fees	\$57.80	\$48.00	\$5.00	\$110.80	\$125.92

**COUNTY OF SACRAMENTO
LABOR RATES
FISCAL YEAR 2003-2004**

SURVEYING

Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total
27610	Accounting Technician	\$40.28	\$36.00	\$5.00	\$81.28
28102	Sr Land Surveyor	\$68.59	\$36.00	\$5.00	\$109.59
28390	Survey Party Chief	\$42.03	\$36.00	\$5.00	\$83.03
28466	Survey Technician Lv 1	\$24.78	\$36.00	\$5.00	\$65.78
28467	Survey Technician Lv 2	\$32.87	\$36.00	\$5.00	\$73.87
29021	Chief Development & Surveyor Svcs Div	\$90.35	\$36.00	\$5.00	\$131.35
29028	Asst Land Surveyor	\$59.47	\$36.00	\$5.00	\$100.47

RESOLUTION NO. _____

**AGREEMENT FOR BUILDING SAFETY SERVICES BETWEEN THE
COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA**

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors is hereby authorized to execute an Agreement, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with the CITY OF RANCHO CORDOVA, a municipal corporation, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor, _____ the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this _____ day of _____ 2003.

By the following vote, to wit:

AYES: Supervisors,

NOES: Supervisor,

ABSENT: Supervisor,

ABSTAIN: Supervisors,

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk of the Board of Supervisor



Sacramento Regional
Transit District
*A Public Transit Agency
and Equal Opportunity Employer*

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
29th St. Light Rail Station/
Bus 36,38,50,67,68

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Public Transit Since 1973

August 8, 2003

Mayor David Roberts
CITY OF RANCHO CORDOVA
3121 Gold Canal Drive
Rancho Cordova CA 95670

Vice Mayor Linda Budge
CITY OF RANCHO CORDOVA
3121 Gold Canal Drive
Rancho Cordova CA 95670

Dear Mayor Roberts and Vice Mayor Budge:

Annexation of the City of Rancho Cordova to the Sacramento Regional Transit District

Thank you for attending the Sacramento Regional Transit District (RT) Board of Directors meeting on July 28, 2003, and thank you for your kind words.

As you know, at the meeting, the RT Board adopted Resolution No. 03-07-0165. Enclosed is a copy of the resolution for your review.

In order to annex to the RT district and activate RT transit service within the City of Rancho Cordova, the City of Rancho Cordova must adopt a resolution that: (1) requests RT's approval of the annexation of the City of Rancho Cordova to RT's district boundary, (2) declares a need for RT to operate transit service within the City of Rancho Cordova, and (3) requests the Sacramento Area Council of Governments (SACOG) to adopt a resolution approving the annexation of the City of Rancho Cordova to RT's district boundary. These actions by the City of Rancho Cordova and SACOG should be completed before January 1, 2004.

Following annexation, and the passage of AB 1717 which once amended would identify Rancho Cordova as an additional city that may be annexed to the RT District, Rancho Cordova will have the opportunity to appoint a representative to sit on RT's Board of Directors.

AGENDA ITEM # 126

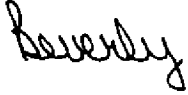
Mayor David Roberts/
Vice Mayor Linda Budge

-2-

August 8, 2003

I look forward to having the City of Rancho Cordova join the Sacramento Regional Transit District.

Sincerely,

A handwritten signature in cursive script, appearing to read "Beverly".

Beverly A. Scott, Ph.D.
General Manager/CEO

Enclosure

RESOLUTION NO. 03-07-0165

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

July 28, 2003

**APPROVING THE ANNEXATION OF THE CITY OF RANCHO CORDOVA TO THE
SACRAMENTO REGIONAL TRANSIT DISTRICT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

WHEREAS, Sacramento Regional Transit District (District) supports the annexation of the City of Rancho Cordova to the District; and

WHEREAS, the District supports Rancho Cordova's activation of District service within the boundaries of the City of Rancho Cordova in order to ensure that Rancho Cordova residents have continued access to all of the District's transit services; and

WHEREAS, the City of Rancho Cordova may annex to the District and activate District transit service within the City of Rancho Cordova in accordance with the procedures set out in sections 102052.5 and 102055 of the District's enabling legislation (Part 14 of Division 10 of the California Public Utilities Code, Sections 102000 and following).

NOW, THEREFORE, be it hereby resolved by the Board of Directors of the Sacramento Regional Transit District as follows:

THAT, this Board hereby approves the annexation of the boundaries of the City of Rancho Cordova to the Sacramento Regional Transit District if:

A. The Rancho Cordova City Council adopts a resolution:

1. Requesting the District to approve the annexation to the District of the boundaries of the City of Rancho Cordova; and
2. Declaring a need for the District to operate transit service within the boundaries of the City of Rancho Cordova; and

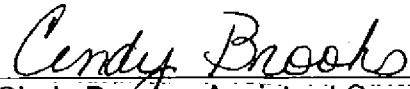
- B. The Sacramento Area Council of Governments adopts a resolution approving the annexation to the District of the boundaries of the City of Rancho Cordova.



DON NOTTOLI, Chairman

ATTEST:

BEVERLY A. SCOTT, Secretary

By: 

Cindy Brooks, Assistant Secretary

CITY OF RANCHO CORDOVA

RESOLUTION NO. 52-2003

A RESOLUTION OF THE CITY OF RANCHO CORDOVA REQUESTING REGIONAL TRANSIT APPROVAL OF THE ANNEXATION OF THE CITY OF RANCHO CORDOVA TO THE SACRAMENTO REGIONAL TRANSIT DISTRICT BOUNDARY

WHEREAS, the City Council of the City of Rancho Cordova supports the annexation of the City of Rancho Cordova to the Regional Transit District (District); and

WHEREAS, the City Council of the City of Rancho Cordova supports Rancho Cordova's activation of District service within the boundaries of the City of Rancho Cordova in order to ensure that Rancho Cordova residents have continued access to all of the District's transit services; and

WHEREAS, the City of Rancho Cordova may annex to the District and activate District transit service within the City of Rancho Cordova in accordance with the procedures set out in sections 102052.5 and 102055 of the District's enabling legislation (Part 14 of Division 10 of the California Public Utilities Code, Sections 102000 and following).

NOW, THEREFORE, the City Council of the City of Rancho Cordova hereby resolves as follows:

That the City Council of the City of Rancho Cordova hereby:

1. Requests that Regional Transit approve the annexation of the City of Rancho Cordova to Regional Transit's district boundary; and
2. Declares a need for Regional Transit to operate transit service within the City of Rancho Cordova; and
3. Requests that the Sacramento Area Council of Governments (SACOG) adopt a resolution approving the annexation of the City of Rancho Cordova to Regional Transit's district boundary.

ADOPTED, THIS 2nd day of September, 2003 by the following vote:

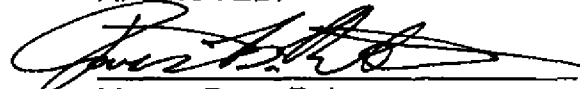
AYES: Council Members: Cooley, McGarvey, Sander, Budge, Roberts

NOES: Council Members: None

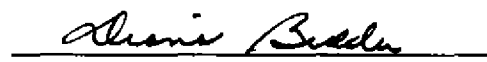
ABSENT: Council Members: None

ABSTAIN: Council Members: None

APPROVED:


Mayor, Dave Roberts

ATTEST:


Diana Biddle, Interim City Clerk

Staff Report

Date: September 2, 2003

To: Honorable City Council

From: Paul Junker, Planning Director

Subject: Establishment of Planning Commission



RECOMMENDATION

Consider information presented by staff and provide direction for the establishment of a City of Rancho Cordova Planning Commission.

BACKGROUND

The City Council has previously received information regarding the legal basis and authority for establishing a City Planning Commission and has directed staff to provide further information on the specific regulation through which the Council would establish a Planning Commission. Following Council discussion and direction, staff will prepare an ordinance to establish the Planning Commission for Council review at a subsequent meeting.

DISCUSSION

Based upon previous direction, staff understands that the City Council wishes to proceed with establishing a Planning Commission. Staff requires direction on the following points to prepare a draft ordinance to establish the Commission:

- Number of members of the Planning Commission
- Requirements for eligibility to serve on the Planning Commission
- Process for selecting Planning Commissioners
- Terms of service for Planning Commissioners
- Duties and responsibilities of Planning Commissioners
- Form of ordinance – Urgency Ordinance of standard Ordinance

In addition to these standard guidelines governing the Planning Commission, the City Council must also consider the relationship of the Planning Commission to the Cordova Planning Advisory Council (CorPAC). Within this report, staff offers various issues for the Council's consideration regarding how CorPAC review may be

incorporated into City decisions and the relationship of CorPAC to the future Planning Commission.

Number of members of the Planning Commission

State law requires a Planning Commission be comprised of at least five members; however jurisdictions are authorized to establish larger Commissions. Agencies within the region vary in the number of members on their Planning Commissions as follows: City of Citrus Heights, seven member Commission; City of Elk Grove, five member Commission; City of Sacramento, nine member Commission, City of Roseville, seven member Commission; Sacramento County, five member Commissions.

Requirements for eligibility to serve on the Planning Commission

Eligibility criteria for service on the Planning Commission are typically minimal. It is anticipated that the Commissioner selection process will adequately screen candidates and that high eligibility requirements could unnecessarily restrict participation of community members on the Commission. The City of Citrus Heights does not identify eligibility criteria for Planning Commissioners. The City of Elk Grove established the eligibility as identified below.

- At least 18 years of age
- Registered to vote
- Reside within the City
- Members may not be an elected or appointed official of another public entity whose jurisdiction includes any part of the City

One criterion for eligibility the Council may wish to give special consideration would be the requirement for residency with the City. In some cities, one member of the Planning Commission may reside outside but within close proximity to the City. Such a criteria may allow an otherwise qualified and desirable member of the community to serve on the Planning Commission.

Selection Process and Term of Service

Generally, two approaches are employed in the selection of Planning Commissioners: appoint the Commission as a body by City Council consensus or appointment of one Commissioner by each City Council member.

Commission Appointed as a Body. Under this approach, the City would solicit applications for Planning Commissioners would be considered as a pool. Candidates would be evaluated and ranked, with top scoring candidates being appointed to the Commission. It is anticipated the Council would serve as the body evaluating and ranking potential candidates with the support of City staff.

Under this scenario, it would be appropriate for the three highest ranked of five (or four highest ranked of seven) to serve full terms (generally two to four years). Lower ranked successful candidates would serve half terms initially. Subsequent terms

would all be for full terms. In establishing the standard term for Commissioners, the Council should consider that some long term planning projects may extend for periods multiple years. Additionally, the Council may wish to establish a maximum number of consecutive terms a Commissioner may serve.

Individual Commissioners Appointed by Council Members. Under this approach each Council member would seek interested individuals to serve on the Commission. Each Council member would appoint one Commissioner, typically subject to confirmation of the entire Council.

Under this scenario, the Commissioner would serve at the will of the appointing Council member and it would generally be expected the appointing Council member and the appointed Commissioner would serve equal terms. Establishment of terms of service is not mandatory under this approach, but may still be desirable if the Council wishes to rotate membership on the Commission.

Removal of Commissioners. Planning Commissioners serve at the will of the City Council and staff recommends that provisions be adopted for the removal of a Planning Commissioner from the Commission. Typically, such removal could be initiated by any member of the City Council and would require a majority vote in favor of removal of the Commissioner. Removal of a Commissioner should generally only occur when significant concerns related to the conduct of the Commissioner is identified by the Council.

Duties and Responsibilities of the Planning Commission

The Council must designate the duties and authorities to be granted to the Planning Commission. Typically, the Planning Commission would be assigned both advisory and action authorities. The City of Rancho Cordova has adopted the codes and regulations of the County of Sacramento. Through these codes and regulations, specific duties and authorities are granted to various entities. In order to avoid substantial analysis and revision of the codes adopted by the City, staff recommends the City Council grant to the Rancho Cordova Planning Commission those duties and responsibilities currently assigned to the to the following within the adopted City Municipal Code:

1. Policy Planning Commission
2. Project Planning Commission
3. Zoning Administrator

The above noted responsibilities have been assigned to the Planning Commissions of both the City of Citrus Heights and the City of Elk Grove.

Form of Ordinance – Urgency Ordinance versus Standard Ordinance

If the City Council desires to establish a Planning Commission immediately, then staff will prepare an Urgency Ordinance that would take force and effect immediately upon adoption by a 4/5 vote of the Council. If the Commission is established through

the standard ordinance procedure, it will be approximately two months before the ordinance establishing the Planning Commission would take force and effect. Both the City of Citrus Heights and the City of Elk Grove established their Planning Commissions through urgency ordinance, in recognition of the perceived need to seat the Planning Commission.

ROLES OF CORPAC AND THE PLANNING COMMISSION

While CorPAC will not be specifically addressed within the Planning Commission enabling ordinance, the roles of the two bodies require consideration. Specifically, staff requests direction on the relationship between Planning Commission and CorPAC. Additionally, the City Council should consider the eligibility of CorPAC members to serve as Planning Commissioners.

The City Council must consider the benefits of the City's continued participation within CorPAC and establish the City's policy. If continued participation in CorPAC is directed, then staff requests direction on the nature and timing of CorPAC review. Specifically, the following issues will require Council direction:

- Is a CorPAC project review and recommendation mandatory prior to consideration of a project by the Planning Commission of the City Council?
- Can CorPAC and Planning Commission review occur concurrently when projects require final action by the City Council?
- Can a member of CorPAC serve on the City Planning Commission?

If the Council directs projects to be routed to CorPAC, then staff would recommend such review not be obligatory, in order to avoid delays of project reviews. Such waiver of CorPAC review could be authorized on a case by case basis by the Mayor, the City Manager or some other body or individual designated by the City Council.

Additionally, should the Council direct the continued review of City projects by CorPAC, then staff would request direction on the level of professional staff support to be provided to CorPAC on City projects. If CorPAC is providing recommendations to the Planning Commission and City Council, then staff believes it critical that CorPAC have adequate resources and information to make well informed decisions. However, the provision of City staff resources is not anticipated to include the attendance of the City Attorney or his staff at CorPAC meetings unless specifically directed by the City Council.

To the extent the City Council is prepared to address the CorPAC role, staff will proceed with drafting formal guidelines for CorPAC activities for consideration by the City Council at a subsequent meeting. At this time, staff requests specific direction on the eligibility of CorPAC members to serve on the Planning Commission, as members of that body residing within the City who may wish to serve on the Planning Commission.

FINANCIAL ANALYSIS

Establishment of a Planning Commission will have minor to no financial impacts upon the City. The current fee structure anticipates Planning Commission involvement within the review of land use applications. If the City Council sits as the Planning Agency, the City will still incur some of the costs associated with staffing an independent Commission. Additionally, a substantial portion of projects to be reviewed by the Planning Commission would be funded through application fees, thus offsetting the direct costs to the City.

**CITY OF RANCHO CORDOVA
STAFF REPORT
CITY COUNCIL MEETING DATE SEPTEMBER 2, 2003**

SUBJECT: An Urgency Ordinance Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises; Resolution Adopting a Franchise Fee for Commercial Solid Waste Collection Franchises and Appointing the Assistant to City Manager as the Administrator of Commercial Solid Waste Collection Franchises
(Prepared by City Attorney)

ATTACHMENTS:

1. Draft Ordinance; and
2. Draft Resolution.

RECOMMENDATION:

1. Adopt Ordinance; and
2. Adopt Resolution.

DESCRIPTION:

At the August 18, 2003, City Council meeting, the Council provided direction to City Staff regarding several issues regarding solid waste services. Specifically, the City Council directed the adoption of an ordinance for the provision of commercial solid waste services by the former franchisees of the Sacramento Solid Waste Authority (SWA). The attached ordinance contains the material provisions of the SWA franchise ordinances under which the franchisees operated prior to the City's incorporation. Changes to the SWA franchise ordinance were specifically tailored to streamline both the initiation of City franchises and the City's administration of the franchise as well as to insure compliance with statutory and legal requirements.

For example, the Ordinance provides that only commercial solid waste providers with a valid SWA franchise on June 30, 2003, may apply for a Rancho Cordova franchise and thus provide solid waste services within the city limits. All franchises terminate on January 1, 2006, the termination date of the franchises established by the SWA. Franchise applicants may submit an original application as designed by the City or may submit the application they originally made to the SWA, with any attached updates. Because of the ease in submitting a franchise application and the pressing health and safety issues regarding unregulated solid waste services within the City at this time, all applications must be submitted by November 1, 2003. Failure to comply with these requirements presents good cause for the City to terminate that provider's right to haul solid waste within the City.

The draft resolution establishes a Franchise Fee of 8%. The Franchise Fee shall be imposed commencing on the effective date of the Ordinance. Applications submitted for a Franchise shall be accompanied by any due franchise fees.

All cities appoint a City official (generally the Public Works Director, the Assistant Manager of Administrative Services or the Assistant to City Manager) to administer the solid waste franchise. As Elk Grove has done, the draft resolution appoints the Assistant to City Manager as the Administrator.

Because the draft ordinance is nearly identical to the SWA ordinances, compliance with the requirements of the Rancho Cordova ordinance will be streamlined for solid waste providers and will provide ease of administration for the City.

Upon adoption of the draft ordinance and draft resolution, the City Attorney's office will coordinate with City staff to contact the affected solid waste providers as well as the SWA and County Department of Waste Management and Recycling.

658106

CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2003

**AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA
REGULATING COMMERCIAL SOLID WASTE COLLECTION,
TRANSPORTATION OR DISPOSAL AND ESTABLISHING
COMMERCIAL SOLID WASTE COLLECTION FRANCHISES**

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

Section 1. Purpose and Declarations.

A. It is hereby declared and determined that the business of collecting and subsequently transporting, transferring, disposing and/or recycling of commercial solid waste generated, kept or accumulated within in the incorporated limits of the City of Rancho Cordova affects the health, safety, public welfare and quality of life of the inhabitants of the City. The City further declares that the business of collecting and disposing of commercial solid waste is a public service and should be regulated by the City. The use of any public street or public property in connection with such business is of great concern to the City and should be regulated by the City. Therefore, it is the purpose of this ordinance to provide such regulation.

B. It is the further purpose of this ordinance to regulate such business in order to ensure its orderly operation, and to minimize the adverse effects it may have on the local environment. It is also the purpose of this part, aside and apart from regulation, to require compensation for the value of the franchise issued by the City.

C. It is the further purpose of this ordinance to provide for the uniform regulation of commercial solid waste collection, removal and transportation within the geographical area of the City.

D. It is the further purpose of this ordinance to provide the continuation rights, created by Public Resources Code section 49520, to the franchisees of the Sacramento Solid Waste Authority who possessed both a valid SWA franchise on June 30, 2003 and possessed a permit to haul solid waste from the SWA on June 30, 2000, through the creation of a franchise to terminate at 12:00 A.M. on January 1, 2006, when the SWA franchises valid on June 30, 2003 terminate.

E. It is the further purpose of this ordinance to provide a mechanism to require the diversion of a sufficient portion of the commercial solid waste stream generated within the City's jurisdiction to enable the City to meet the solid waste diversion requirements set forth in Public Resources Code Section 41780. It is the intent of the City Council in this regard to require all holders of a commercial solid waste franchise to satisfy the diversion requirement of this Ordinance through the diversion of solid waste that is currently being disposed of in solid waste facilities. It is the intent of the City Council in establishing a diversion requirement for the franchise holders to take into account the existing diversion of recyclable materials by recycling business, brokers, and generators that would otherwise become solid waste. It is not the City Council's intent to allow franchise holders to satisfy this diversion requirement by assuming credit for the diversion of recyclable material that is currently being diverted by other parties.

F. The City hereby elects to have the grant of franchises governed by this ordinance, and any ordinances amendatory thereof, and these provisions shall constitute the exclusive procedure applicable to the granting of franchises for the conduct of the business of collecting, transporting or disposing of commercial solid waste.

G. If any portion of this Ordinance is for any reason held invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining part of this Ordinance.

Section 2. Definitions.

Unless the context otherwise requires, the definitions set forth in this section shall govern the interpretation of this Ordinance.

A. "Administrator" means the Administrator of the City's Solid Waste Program. The City Council shall designate by resolution the Administrator.

B. "City Council" means the City Council of the City of Rancho Cordova.

C. "City Clerk" means the City Clerk of Rancho Cordova.

D. "City Engineer" means the Engineer of the City of Rancho Cordova.

E. "City Limits" means the territorial jurisdiction of the City.

F. "Collection" means the act of collecting and removing solid waste at the place of waste generation.

G. "Commercial solid waste" means solid waste generated by commercial and industrial sources and multi-family dwellings units as defined in subdivision (k) hereof.

H. "County" means the County of Sacramento.

I. "Franchise" means a Commercial Solid Waste Collection Franchise issued under the provisions of this Ordinance to engage in the business of collecting, removing and transporting solid waste generated by commercial, industrial, or multifamily dwelling units within the City .

J. "Franchisee" means a person or entity holding a Franchise issued pursuant to this Ordinance.

K. "Materials recovery facility or MRF" means a permitted solid waste facility where solid wastes or recyclable materials are sorted, or separated, by hand or by use of machinery, for the purposes of recycling or composting. This definition shall apply only within the framework of materials recovery facility services and reporting of this Ordinance.

L. "Multi-family dwelling units" means five or more residential dwelling units located on a single parcel of land.

M. "Person" means an individual, firm, limited liability company, association, partnership, industry, public or private corporation, or any other entity whatsoever.

N. "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place. Recycling does not include transformation as defined in Public Resources Code Section 40201.

O. "Recycling facilities" means those facilities or operations that receive, process, and transfer to market recyclable materials that have been source separated from the solid waste stream.

P. "Recyclable material" or "recyclables" means materials that have been separated from the solid waste stream prior to disposal and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place, and that are not landfilled.

Q. "Removal" means the act of taking solid wastes from the place of waste generation.

R. "Rubbish" means non-putrescible solid wastes such as ashes, paper, cardboard, tin cans, yard waste, wood, glass, bedding, crockery, plastics, rubber by-products and litter.

S. "Solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid waste does not include hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with section 25800) of Division 20 of the Health and Safety Code or medical waste. Solid waste does not include recyclable materials set out for separate collection for the purposes of recycling, and that are not land filled.

T. "SWA" means the Sacramento Regional County Solid Waste Authority.

U. "SWA Franchisee" means a solid waste provider granted a franchise by the Sacramento Regional County Solid Waste Authority.

V. "Sheriff" means the Sacramento County Sheriff, or the City's other designated public safety provider.

W. "Treated medical waste" means medical waste as defined in subsection (a) of Health and Safety Code Section 25023.5.

X. "WMRD" means the Waste Management and Recycling Division of the County's Public Works Agency.

Section 3. Collection or Transportation Prohibited.

Except as authorized by Section 5 hereof, it shall be unlawful for any person to engage in the business of collecting, removing or transporting, or otherwise organize, direct or sponsor the collection, removal or transportation of, commercial solid waste within the City without possessing a valid Franchise granted by the City.

Section 4. Franchise Requirement.

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 unless:

- A. A franchise therefore has first been granted pursuant to the provisions of this ordinance and such franchise is in full force and effect; and
- B. A written franchise agreement therefore has been executed between such person and the City and such agreement is in full force and effect.

Section 5. Exempt Collection or Transportation.

The following persons shall be authorized to organize, direct or sponsor the collection, removal or transportation of commercial solid waste within the City, or collect, remove or transport such solid waste, without a Franchise:

- A. The United States, State of California, a city, a special district or other local public agency, or any employee or member of the Armed Forces thereof, when collecting or transporting solid waste produced by operation of the public entity under a system of solid waste collection and transportation operated and maintained by the public agency;
- B. The owner, operator or occupant or employee of a farm or ranch consisting of five acres or more, when transporting for off-site disposal solid waste accumulated as a result of operation of the farm or ranch;
- C. An owner or occupant of a residential unit, when collecting or transporting rubbish, not containing garbage, from his or her residential premises to a lawful point of disposal;
- D. A residential construction contractor, commercial gardener or those engaged in the business of cleaning residential or commercial properties and employees thereof, when collecting or transporting rubbish consisting of by-products of the services provided to a lawful disposal location;
- E. A person or employee thereof, when collecting or transporting 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 that is collected without charging a fee to the customer for purposes of salvage, provided that such persons shall reuse or recycle or cause to be reused or recycled

all materials collected, and shall not transport or arrange for the transport of any collected materials to a disposal site; and

F. An operator or employee thereof of one or more industrial plants which are under single ownership, when collecting or transporting wastes 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 at an appropriate disposal area permitted pursuant to California State Solid or Hazardous Waste Management Standards.

G. Construction and demolition waste or debris removed from a premises by a licensed demolition or construction contractor using its own employees and its own or rented equipment as an incidental part of a total service offered by that contractor rather than as a hauling service.

H. Hazardous waste, medical waste and designated waste regardless of its source.

I. By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.

J. Residue or non-processable waste from a solid waste management facility, including material recovery, composting, and transformation facilities.

K. Waste generated by municipal corporations and other governmental agencies using their own vehicles engaged in the collection, transportation, or disposal of solid waste within the City.

Section 6. City Council Authority to Grant Franchise.

A. The City Council may and is hereby empowered to grant to a qualified applicant a nonexclusive franchise to engage in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the City.

B. The City Council may grant a franchise to an applicant based on compliance with this ordinance. 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.

C. The City Council hereby empowers and grants to the Administrator the authority to administer and negotiate non-substantive changes to the franchise agreements. The City Council may delegate authority by resolution to the Administrator to administer, negotiate and execute franchise agreements.

Section 7. Franchise Terms and Conditions.

A. All franchises granted pursuant to this ordinance shall only be granted to persons with a franchise issued by the SWA that was in effect on June 30, 2003. No provisions of this part shall be deemed to permit persons without a valid SWA franchise on June 30, 2003, to provide commercial solid waste services within the City

B. All franchises shall be subject to the terms and conditions specified in this ordinance, in the Franchise Agreement and in all other applicable federal, state and local laws and regulations.

C. In granting any franchise, the City Council may prescribe such other additional terms and conditions, not in conflict with this ordinance, as in the judgment of the City Council are in the public interest.

D. Each Franchisee shall provide commercial solid waste collection, removal, recycling, and transportation services consistent with the provisions of this Ordinance, the terms and conditions of the Franchise issued to the Franchisee, and any applicable Federal, State, or local statute, ordinance, rule or regulation.

E. Each Franchisee 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.

F. All franchises granted pursuant to this ordinance shall terminate at 12:00 A.M. on January 1, 2006. The franchise may be terminated for cause prior to that date. The City and the franchisee may also enter into an agreement to terminate the franchise prior to that date.

Section 8. Application for Franchise.

A. All applications for franchises pursuant to this Ordinance shall be in writing and shall be filed with the Administrator.

B. Each application for a franchise shall either be the original application submitted to the SWA by the Applicant or shall be provided on a form provided by the Administrator. The application shall include all attachments required by the SWA or by the Administrator. At a minimum, the application shall contain the following information:

1. Identification.

- (a) The name and address of the Applicant.
- (b) Business Address and telephone number of the Applicant.
- (c) Address where all vehicles and operating equipment used within the City will be kept.
- (d) If the applicant is a partnership, the Applicant shall include the name and address of each partner, general, limited or otherwise, owning more than ten percent (10%) ownership in the partnership and their percentage of ownership.

- (e) If the applicant is a corporation, the application shall state the names and addresses of the corporation's directors, date and place of incorporation, main offices, major stockholders and associates, and the names and addresses of the parent and subsidiary companies.
 - (f) If the Applicant is a corporation whose stock is traded on a national exchange, the names of persons owning or controlling less than one-half of one percent of the outstanding shares need not be listed in the application and transfers of less than one-half of one percent of the outstanding shares need not be reported unless such a transfer results in the transferee owning or controlling one-half of one percent or more of the outstanding shares; provided, however, that upon reasonable request of the Administrator, the applicant or party submitting an application shall provide a list of all stockholders or shall provide to the Administrator the source material from which the names of such stockholders may be readily obtained.
 - (g) If the applicant is an affiliate or a franchised operation of another corporation (not to be confused in this instance with a solid waste franchisee of the City), the applicant shall list the names and addresses of the parent or subsidiary companies, together with a description of their business interests and/or ownership.
 - (h) If the applicant is a joint venture or other combination of persons and corporations identify separately the names and addresses of each member of the joint venture or combined effort, together with their percentage interest.
2. Business Operations. The names of the executive, operational and financial managers to be used in connection with the solid waste collection services, together with documentation that such persons and the applicant have sufficient experience in solid waste handling to perform solid waste collection services in the City .
- (a) Attestation that books and accounts of all revenue and income arising out of its operations will be kept in a manner that conforms with Generally Accepted Accounting Principals.
 - (b) A statement that the applicant shall obtain insurance prior to commencing business subject to the franchise agreement.
 - (c) A statement that the applicant shall maintain and report on a timely basis all operational information and data elements reasonably required by the City to comply with its reporting requirements such as those established under AB 939, and as defined in the franchise agreement.
 - (d) A complete listing and explanation of any civil or criminal rulings or judgments in excess of five thousand dollars (\$5,000), or convictions against applicant, any of applicant's partners, major stockholders, corporate directors or parent or subsidiary companies, occurring within the last five (5) years. Applicants that are

subject to the periodic reporting requirements of Section 13(a) of the Securities Exchange Act, may, in lieu of the information required by Section 8.B.(1)(f) and 8.B.(2)(d), submit the information reported pursuant to 17 CFR §§ 229.103 (Legal proceedings) and 229.403 (Security ownership of certain beneficial owners and management) on the most recent form 10-K filed by the Applicant with the Securities and Exchange Commission.

3. Facilities and Equipment.

- (a) A description of all vehicles and equipment that the applicant owns, has control of, or intends to acquire for the collection, transportation, or disposal of commercial waste in the City and which are subject to the provisions of the franchise agreement. A statement as to whether said vehicles and equipment are self-unloading and equipped with audible automatic back-up warning devices. The minimum vehicle description for existing vehicles shall include Vehicle Identification Number (VIN) and license plate number.
- (b) Evidence demonstrating that the applicant owns or will have access to suitable facilities for keeping vehicles and equipment clean and in good repair, and that the applicant owns or will have access to reasonable office and billing facilities.
- (c) Evidence demonstrating that the applicant owns or will have the legally enforceable right to use at least two collection vehicles, the bodies of which are closed, leak resistant, and constructed for the purpose of solid waste collection, transportation, and disposal. In the alternative, for the purposes of this provision, an applicant may demonstrate by the evidence that they service and transport open-top roll-off boxes for the collection, transportation, and disposal of non-putrescible waste and/or roll-off compaction boxes which are closed, leak resistance, and are constructed for the purpose of solid waste collection, transportation, and disposal.

4. Financial Resources. Applicant shall provide proof satisfactory to the Administrator that the applicant has adequate financial resources to conduct commercial solid waste collection services.

5. Diversion Plans. Each Franchisee shall submit the Diversion Plan submitted to the SWA on January 1, 2003, with their Franchise Application. The Diversion Plan shall include a detailed description of how the Franchisee intends to comply with the diversion requirements set forth in Section 24 hereof. The Diversion Plan must include a plan describing how the Franchisee intends to satisfy its diversion requirements by diverting recyclable materials from commercial solid waste that is being disposed of in solid waste facilities.

6. Application for Sheriff's Review.

- (a) The City may request that the Sheriff review each franchise application prior to the City issuing a Franchise. The Administrator may refer all franchise applications or

renewals pursuant to this Ordinance to the Sheriff who, in conjunction with City staff, shall make such investigation of the applicant as the Sheriff deems necessary in order to determine whether the applicant's character or the business responsibility of the firm the applicant represents is satisfactory. The requirements of this section apply to all pending or future applications or proposals for issuance or renewal of such Franchise pursuant to this Ordinance. The Sheriff's investigation may include, but is not limited to, obtaining the fingerprints and a photograph of the applicant, or any other person connected with the firm which the applicant represents, and the obtaining of reports from the state and federal law enforcement agencies and reports from any other appropriate sources.

- (b) If requested to review an application, the Sheriff shall evaluate each franchise application or proposal to determine whether the operation of the business which the applicant or party submitting the proposal represents would involve an unreasonable risk to the health, safety or general welfare of the public. In making such a determination the Sheriff shall consider the character of the applicant or party submitting the proposal and each director, officer, manager and other person who exercises policy control over the operations of the applicant or proponent, the business responsibility of the firm which the applicant or party submitting the proposal represents, and the manner in which the firm intends to conduct its business.
- (c) The Sheriff shall notify the Administrator of the results of the investigation conducted pursuant to this section. If the Sheriff recommends disapproval of the application or proposal, the reasons for disapproval shall be specified in writing. The Sheriff shall forward a copy of the statement of reasons to the Administrator and shall provide a copy to the applicant or party submitting the application.

7 Other.

- (a) Any other evidence that demonstrates that the applicant is able to render collection and subsequent transportation, and/or disposal services in accordance with applicable federal, state and local statutes.
- (b) Such additional information as may be reasonably requested by the Administrator.
- (c) During the application or proposal period and during the full term of any Franchise all information contained in the franchise application shall be kept up-to-date by the applicant who shall file a new verified statement within forty-eight (48) hours of any change indicating in detail the nature of any change in the information.

C. The application shall be signed by the person applying for the solid waste collection franchise or, in the case of a partnership or corporation, by a person authorized to bind the partnership or corporation.

D. All applications must be submitted no later than November 1, 2003, pursuant to Section 19 of this Ordinance.

E. All applications shall be submitted along with the Franchise fees and other documentation required pursuant to Section 16 for the months after the effective date of this Ordinance.

Section 9. Franchise Application Review Process.

A. The City Council may award franchises for the collection of commercial solid waste within the City meeting all of the qualifications of this Ordinance.

B. Applicants may submit their completed application for a franchise, as provided in Section 8, to the Administrator for review and consideration at any time during the designated application period. The Administrator shall review such submittals and either make a recommendation to the City Council to award such franchise, or notify applicant of denial, within sixty (60) days of receiving a completed application.

C. The Administrator shall take into consideration all components of the completed application, including but not limited to:

1. The ability of the applicant to meet all terms of the agreement;
2. Any history of civil or criminal convictions that may compromise the public's interests; and
3. The completeness, accuracy, and validity of the application.

The Administrator shall also have the authority to verify independently any and all statements made and implied in the application. The Administrator may also request clarification from applicant of any or all elements of the submitted application.

D. After the sixty (60) day review period, the Administrator shall either:

1. Deny an award and notify the applicant in writing of the reasons why the award was denied; or
2. Recommend to the City Council that a franchise be awarded.

E. Upon concurrence with a positive recommendation, the City Council will award the franchise or will delegate authority to the Administrator to award the franchise within a reasonable period of time. The Administrator will notify applicant in writing of an award.

Section 10. Appeal Upon Denial of Award.

A. Within thirty (30) days of written notification of award denial or within sixty (60) days of Administrator's failure to act on the franchise application, applicant has the right to meet with the Administrator to review the items cited in the written notice and provide any additional evidence to support an award. Within fifteen (15) days of such meeting, the Administrator will make a final, written determination of the application, based on the reviews of additional evidence, together with the original application. Administrator will

send a copy of all final, written determinations, including reasons for denial, if any, to both applicant and the City Council.

B. Applicant may, within ten (10) days after receiving the Administrator's final denial, 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 regularly scheduled City Council meeting or any later date as agreed upon by the applicant and Clerk of the City Council. 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 ordinance. 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 thirty (30) days of such hearing. The City Council's decision is final.

C. If the term of an applicant's existing franchise expires while the application is under City review, the City Council or the Administrator may administratively extend the term for such period of time as is required to complete the appeal process.

Section 11. Awarding of Franchise.

A. A franchise shall become effective only once the applicant and the City have signed a written agreement, and upon applicant's satisfying all of the requirements and conditions set forth in both this ordinance and the franchise agreement.

B. The franchisee must provide to the City copies of all required certificates of insurance, and copies of all required truck inspection forms as enumerated in the franchise agreement and this ordinance. Should franchisee fail to maintain all such insurance and bonding requirements, uninterrupted for the term of the agreement, the City will immediately suspend or terminate the franchise.

C. If the franchisee's description of vehicles and equipment, as required under Section 8, has changed between the application date and the effective date of the franchise agreement, franchisee must submit to Administrator an amended description, including all identification elements required under Section 8, prior to commencing services authorized in the agreement.

Section 12. Requirements for Franchise Effectiveness.

A franchise granted pursuant to this part shall not become effective unless and until all of the following requirements have been satisfied:

A. The ordinance granting the franchise is effective.

B. The applicant and the City have executed a franchise agreement.

C. Within twenty days from the date of adoption of the ordinance granting the franchise, or delegating authority to the Administrator to grant the franchise, the applicant to whom a franchise has been granted has filed with the City Clerk evidence of compliance with the insurance requirements specified in the franchise agreement.

Section 13. Reserved.

Section 14. Termination or Suspension of Franchise.

A. The City Council shall have the right to terminate any franchise granted pursuant to this Ordinance if the City Council finds, after a public hearing following not less than fourteen days written notice to the franchisee, that:

1. The grantee has failed to comply with, or to do anything required of the grantee by, applicable provisions of this Ordinance, provisions of the ordinance granting the franchise, or provisions of the franchise agreement; or
2. Any provision of this part becomes or is declared to be invalid and the City Council expressly finds that such provision constitutes a material consideration to the grant or continuation of such franchise.

B. Any franchise granted pursuant to this part shall automatically be suspended whenever the grantee:

1. Fails to keep in full force and effect the insurance required by the franchise agreement; or
2. Fails to keep in full force and effect any applicable licenses or permits required by federal, state or local law. The suspension shall remain in effect until the grantee provides documentation satisfactory to the Administrator verifying that the reason for the suspension specified above no longer exists.

C. The Administrator may suspend any franchise granted under this part if the grantee fails to submit timely reports as described in Section 18 within fifteen days after written notice from the Administrator that a report is delinquent. The suspension shall remain in effect for the period specified in the Administrator's notice unless the suspension is reversed or modified by the Administrator or, upon appeal by the franchisee, by the City Council.

D. In the event the franchise granted pursuant to this part is terminated, the grantee shall have no right or authority to engage in commercial solid waste collection, transportation or disposal operations in the City unless and until a subsequent commercial solid waste collection franchise is granted to the grantee. Nothing herein shall require the City to grant any subsequent franchise to the grantee.

E. In the event the franchise granted pursuant to this part is suspended, the grantee shall have no right or authority to engage in commercial solid waste collection, transportation or disposal operations in the City during the period of suspension.

F. In the event any franchise granted pursuant to this part is terminated under subsection A. above, then within the time period specified by the City Council, the grantee shall:

1. Remove all of the grantee's, and any subcontractor's, solid waste containers from all service locations where services have been provided pursuant to such franchise; and
2. Properly dispose of any and all solid wastes in the containers at the time of removal.

G. If the grantee fails to remove any solid waste container or to properly dispose of any solid waste in any container within the time specified in subsection F above, the City may remove the container and/or dispose of the solid waste therein and may charge the grantee for the City's costs. The grantee shall pay to the City all of the costs incurred by the City in such removal and/or disposal within ten days of the date of the City's invoice for such costs.

Section 15. Franchise Transfer or Assignment.

Any franchise granted pursuant to this part is a privilege to be held in trust by the original grantee. A franchisee shall not sell, lease, transfer, assign or otherwise dispose of, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy, reorganization under bankruptcy laws or otherwise, a franchise issued pursuant to this Ordinance without the prior consent of the City Council. Any such consent of the City Council shall be subject to such terms and conditions as may be prescribed by the City Council. This restriction includes the transfer of ownership of the franchise, or a majority of the ownership or control of the franchisee, or the conveyance of a majority of the franchisee's stock to a new controlling interest. Franchises shall become void upon the abandonment of same by franchisee.

Section 16. Franchise Fees.

A. Each person engaging in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the City shall pay a franchise fee to the City. The City Council shall set the franchise fee by resolution.

B. Franchise fees shall be payable on a monthly basis, and shall be due and payable on the first day of the second month immediately following the month in which collection services were provided. Each payment shall be calculated in accordance with the provisions of this Ordinance.

C. The required franchise fee shall be paid to the Administrator. Each payment shall be accompanied by a written statement, verified by the person making the payment, or a duly authorized representative of the person, showing the calculation of the franchise fee payable in such form and detail as the Administrator may require and such other information as the Administrator may determine is material to a determination of the amount due.

D. No statement filed under this section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude the City from collecting by appropriate action the sum that is actually due and payable.

E. The payment of franchise fees to the City pursuant to this part shall be in addition to any license fee or business tax prescribed by any local jurisdictions for the same period.

F. If franchise fees are not paid by the grantee at the times required by this Section, then in addition to the franchise fees, the grantee shall pay a late payment charge in an amount equal to two percent (2%) of the franchise fee that is due plus interest equal to one and one-half (1½%) for each month in which the franchise fee was not timely paid.

G. Commercial solid waste franchise fees shall be payable on all gross collection revenues collected by a Franchisee from its commercial solid waste collection customers located within the City. The franchise fee shall be calculated based on gross collection revenues prior to Franchisee imposing the franchise fee on its customers. Franchisees shall also pay Franchise fees on revenues received from federal and state governments.

H. Franchise fees shall be payable by any person providing commercial solid waste services within the City after the effective date of this ordinance, even where no franchise has been granted.

Section 17. Reserved.

Section 18. Franchise Operations.

A. All new customer agreements executed after the effective date of the franchise must contain clauses that automatically terminate such customer agreements in the event that the Franchise or Franchise Agreement is terminated. Upon termination of any franchise, franchisee is required to notify all its customers in writing with thirty (30) days of such termination.

B. Franchisee must offer recycling services to each of its customers or provide its customers with a list of companies who provide recycling services in the area.

C. The agreement shall provide for the requirements relating to the frequency and hours of collection, the size, placement and care of the containers, and special collections.

Section 19. Transition Period.

All person currently providing commercial solid waste services within the City after the effective date of this Ordinance shall submit to the City an Application for a Franchise pursuant to Section 8 of this Ordinance no later than November 1, 2003. Failure to submit a completed application by November 1, 2003, shall result in the termination of any legal right to provide solid waste services within the City. Pursuant to this Ordinance, the rejection of an application for Franchise by the Administrator or upon the final determination by the City Council to deny an application for Franchise shall also result in the termination of any legal right to provide solid waste services within the City.

Section 20. Reporting Requirements.

A. The grantee shall file with the Administrator a quarterly report of the quantities of commercial solid waste collected, transported, diverted, and/or disposed. Such report shall be in such form and detail as required by the Administrator. Specifically, the report shall contain the following information:

1. The commercial solid waste tonnage collected and removed within the City during the previous quarter;
2. The commercial solid waste tonnage collected and removed during the previous quarter within the City that was diverted and the location of the facility where such solid waste was diverted;
3. The commercial solid waste tonnage collected and removed within the City that was disposed of during the previous quarter and the location of the disposal facility where the disposal of such waste occurred; and
4. The Franchisee's progress in implementing its Diversion Plan and achieving the diversion performance requirements set forth in Section 21 hereof.

B. Franchisees may use information supplied by certified MRFs to meet the requirements of this section.

C. All Franchisees shall maintain quarterly records, on forms prescribed by either the Administrator or WMRD, containing such information as may be required pertaining to the number and types of accounts served by the Franchisee. This information shall be provided to the Administrator upon request. If upon review of this information, the Administrator determines that the Franchisee has claimed credit for the diversion of solid waste that is already being diverted by a third party for purposes of satisfying the diversion requirements set forth in Section 22, such action by the Franchisee shall constitute cause for termination or suspension of the Franchise pursuant to Section 14 hereof.

D. A Franchisee's failure to file the reports required by this section shall constitute cause for termination or suspension of its Permit pursuant to Section 14 hereof.

E. To the extent permitted by the California Public Records Act, any reports, plans, and information required by this Ordinance or the Franchise Agreement shall be deemed confidential and shall not be subject to public disclosure except for each Franchisee's aggregate totals.

F. If the quarterly report required under subsection A is not filed by the due date specified in the franchise agreement, the report shall be deemed delinquent, and the grantee shall pay to the City a delinquent report charge in the amount of fifty dollars. If the report remains delinquent for more than fifteen days, the grantee shall pay to the City a delinquent report charge in the amount of one hundred dollars. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by the grantee for the same period of time.

Section 21. Recycling Facility Reporting Requirements.

A. All recycling facilities shall provide semi-annual written reports to the Administrator, due 45 days after the close of the six-month reporting period, and including the following information for the previous six months:

1. The total aggregate tonnage of recyclable material received from generators located within the City;
2. The aggregate tonnage of recyclable material received from waste management and recycling operations in the City;
3. The aggregate tonnage of recyclable material received from Franchises operating within the City; and
4. The total aggregate amount of residuals generated at the facility and disposed of at a permitted solid waste disposal facility, expressed as a percentage of total tonnage received.

B. To the extent permitted by the California Public Records Act, any report or other information required by this Ordinance shall be deemed confidential and shall not be subject to public disclosure except for aggregate totals for all facilities.

C. Recycling facilities receiving only scrap metals, agricultural waste, inert materials, and/or discarded, whitecoated, major appliances, that are not normally disposed of and thus cannot be counted towards the State's diversion requirements, are exempt from the reporting requirements of this Ordinance.

Section 22. Restrictions on Franchisees.

The following restrictions shall be applicable to Franchisees:

A. Except as provided for in Section 24 and except to meet the two-truck requirement of Section 8(B)(3)(c), no Franchisee shall, by contract, subcontract, or otherwise, share with another Franchisee any office space associated with operations under a Franchise.

B. No Franchisee by contract, express understanding or indirectly, shall, in cooperation with another Franchisee, divide, segregate or apportion any territory within the City for the purpose of restricting competition within a particular territory.

C. No Franchisee shall, directly or indirectly, enter into any contract, express understanding or other transaction with another Franchisee for the purpose of fixing customer rates or charges or otherwise maintaining rates or charges at a particular level.

D. No Franchisee or any director, officer, partner, joint venturer, sole proprietor or corporate owner thereof, shall be a controlling shareholder of, be a partner, joint venturer or sole proprietor, owner any other interest in or be employed by another Franchisee. No Franchisee which is owned in whole or in part by a corporation shall be effectively controlled by a person or entity by virtue of that person or entity's ownership of shares in the corporation, if the same person or entity otherwise controls another Franchisee. The sole

remedy for violation of the provisions of this subparagraph shall be revocation or refusal to renew a Franchise.

E. Each Franchisee shall provide to the Administrator such information as the Administrator determines is reasonably necessary to facilitate effective administration of the Franchise under the provisions of this Ordinance. Diversion information may be provided consistent with the framework for materials recovery facility (MRF) services and reporting of 24.

F. Notwithstanding any other provisions of this Ordinance, it shall be allowable for a Franchisee having an interest in a materials recovery facility (MRF) to provide a reporting service, a solid waste processing service, and/or a recyclables processing service to another Franchisee consistent with the framework for MRF services and reporting of Section 24.

Section 23. Diversion Plans.

A. Each Franchisee holding a Franchise shall submit a Diversion Plan to the Administrator on an annual basis, no later than January 1 of each year. The Diversion Plan shall include a detailed description of how the Franchisee intends to comply with the diversion requirements set forth in Section 24 hereof. The Diversion Plan must include a description of the methods the Franchisee intends to use to satisfy its diversion requirements. The Franchisee may submit the same Diversion Plan submitted to the WRMD for purposes of a SWA franchise.

B. Within ninety (90) days from the date of receipt of a Diversion Plan, the Administrator shall determine whether the Diversion Plan complies with the requirements of this section and, based on that determination, shall approve or disapprove the Diversion Plan. If the Administrator fails to approve or disapprove the Diversion Plan within such ninety (90) day period, the Diversion Plan shall be deemed approved.

C. If the Administrator disapproves a Diversion Plan, the Administrator shall issue a notice of deficiency to the Franchisee which identifies the specific reasons for the deficiency and specific recommendations on how to correct the identified deficiencies. Within thirty (30) days of receipt of the notice of deficiency, the Franchisee shall correct the deficiencies and submit a revised Diversion Plan.

D. If the Administrator determines that the revised Diversion Plan still fails to meet the requirements of this section, the Administrator shall schedule a public hearing before the City Council for the purpose of hearing testimony on the Diversion Plan and the deficiencies identified. After conducting the public hearing, the City Council shall make a determination as to whether the Diversion Plan complies with the requirements of this section. If the City Council determines that the Diversion Plan fails to comply with the requirements of this section, it may either grant the Franchisee an additional period of time to correct any remaining deficiencies or revoke the Franchise. If the City Council grants the Franchisee an extension, it shall continue the public hearing at which time it shall make a determination as to whether the Franchisee has brought its Diversion Plan into compliance with the requirements of this section. If the City Council determines that the Diversion Plan is still not in compliance at that time, the City Council may revoke the Franchise.

E. The failure to file a Diversion Plan shall constitute cause for termination or suspension of a Franchise pursuant to Section 14 hereof.

Section 24. Diversion and Recycling Requirements.

Each Franchisee shall divert at a rate of thirty percent (30%) by weight of all commercial solid waste collected and removed by it within the City. For purposes of satisfying this diversion requirement, the Franchisee shall not be given credit for the diversion of any source-separated or commingled recyclables that is already being diverted by commercial recyclers, brokers, and other recycling generators or by another third party. The Franchisee shall likewise not be given credit for any increased diversion of recyclable material collected and removed by it unless such increased diversion is reflected in a corresponding reduction in the amount of solid waste being disposed of by the Franchisee. The rate of diversion required by Franchisees shall be subject to annual review and adjustment to reflect changes in the total diversion rate for the commercial solid waste sector. Such an annual adjustment of the diversion required by Franchisees shall take into account the amount of recyclable materials diverted by commercial recyclers, brokers, and other recyclables generators instituted subsequent to the effective date of this Ordinance. In such an annual adjustment, the weight of recyclables materials diverted by parties other than Franchisees shall be allocated to individual Franchisees on the basis of the relative weight percentage of total tonnage collected by each Franchisee. Any reduction in the rate of diversion required by the Franchisees below the rate of thirty percent (30%) shall require an amendment to this Ordinance.

Section 25. Recycling Incentive Fee.

A. Any Franchisee not diverting thirty percent of its waste stream shall pay a "Recycling Incentive Fee" of \$20.00 per ton for the tonnage shortfall that would be needed for the Franchisee to be diverting waste in compliance with Section 22 of this Ordinance. The tonnage shortfall shall be based on quarterly reports and documented diversion reported by the Franchisee, as determined by the Administrator, acting on behalf of the City.

B. The following formula will be used to address the difference in cost of recovery from a debris box waste stream and front-loader waste stream:

$$\frac{(Total\ Fleet + Debris\ Box\ Fleet)}{Total\ Fleet} \times Incentive\ Fee = Fee/ton$$

This formula will be applied to each Franchisee's truck fleet, and the tonnage shortfall, to determine each Franchisee's incentive fee.

C. The implementation of the Recycling Incentive Fee does not relieve Franchisee from the obligation of complying with the diversion requirements of Section 22. Further, a Franchisee not in compliance with the thirty percent (30%) diversion requirement in the prior quarter is required to increase diversion in subsequent quarters until it makes up the tonnage shortfall. Franchisees shall not be in compliance with this Ordinance, and, as such, subject to termination or suspension of their franchise, until such time as the Franchisee makes up all diversion tonnage shortfalls. Failure to pay any Recycling Incentive Fee shall

constitute grounds for the immediate suspension of the Franchise, without advance notice or hearing, pending compliance by the Franchisee with the requirements hereof.

D. Franchisees shall be responsible for reimbursement of audit costs for City staff, and any other City or Consultant services, to perform detailed follow-up audits where staff determines that documentation of diversion, as reported by Franchisees, is inadequate. Where necessary, City staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

E. Any moneys collected pursuant to this section shall be available to City for any use in its discretion.

Section 26. MRF Certification.

A. Franchisees may rely upon a certification issued by the WRMD that a MRF operation is capable of diverting a certain percentage of recyclable material from solid waste that would otherwise be disposed.

B. MRF certifications made by the WRMD shall be subject to quarterly review by the Administrator.

C. For the purposes of complying with the diversion requirements of this Ordinance, Franchisees using certified MRFs may claim diversion increases and corresponding disposal tonnage reductions at the level for which the MRF is certified for the tonnage of waste handled by the MRF for the Franchisee.

F. For compliance with the Franchisee reporting requirements of Section 18, certified MRFs may aggregate tonnage of wastes handled, diverted, and disposed for client Franchisees. The certified diversion level shall apply to the facility and all tonnage handled at the facility, and need not be based upon individual loads taken to the facility by individual client Franchisees.

Section 27. Medical Waste.

A. Notwithstanding the requirements of Section 22 hereof, franchisees shall not be required to divert treated medical waste and such waste shall not be included in determining a franchisee's compliance with the diversion requirements set forth in Section 22.

B. All franchisees shall nevertheless on a quarterly basis report to the Administrator all combined or separately collected treated medical waste tonnage disposed of during the previous quarter by disposal location. The Franchisee may rely on and use guidelines, forms and other appropriate material to assist franchisees in preparing such reports developed by the WRMD. A franchisee's failure to file the required treated medical waste disposal reports shall constitute cause for termination or suspension of its franchise pursuant to Section 14 hereof.

C. No treated medical waste from commercial solid waste generators shall be delivered by a permittee to a materials recovery facility for the purpose of recycling.

Section 28. Inspection Authority.

A. Each Franchisee shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under the franchise granted pursuant to this Ordinance; all solid waste collected, transported and/or disposed of; the source of such solid waste; and the final destination of such solid waste. Grantee's books, accounts and records reasonably necessary for the enforcement of this Ordinance and the franchise agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of the City. The City shall give written notice at least three (3) days prior to any inspection, audit or examination of these records.

B. Where the Administrator determines that an audit is necessary, Franchisees shall be responsible for reimbursement of audit costs, including any City staff or Consultant services, to perform audits of accounts of all Franchisee revenues and income arising out of operations under the franchise granted pursuant to this Ordinance.

Section 29. Enforcement.

Except as otherwise expressly provided, the provisions of this Ordinance shall be administered and enforced within the City by the Administrator or other staff and enforcement officials designated by the Administrator.

Section 30. Abatement Proceedings.

Any operation or activity contrary to the provisions of this Ordinance or a Franchise Agreement, including the terms and conditions of any Franchise, is unlawful and shall constitute a public nuisance. The Administrator is authorized to commence in the name of the City actions or proceedings to abate and enjoin any such operation or activity.

Section 31. Notices.

A. Whenever a provision of this Ordinance authorizes or requires a public hearing to be conducted by the City Council, notice of the time, date, place and purpose of the hearing shall be published at least once not later than ten (10) calendar days in advance of the date of such hearing in a newspaper of general circulation which is published within the City, and shall be served upon each Franchisee who is affected by such hearing.

B. Any written notice or other communication to a Franchisee which is authorized or required by this Ordinance shall be deemed served and effective for all purposes when deposited in the United States mail, postage prepaid, and addressed to the latest address of the Franchisee shown on the in the City records pertaining to the Franchise.

Section 32. On-Site Storage.

Every owner of any multiple family dwelling units and every owner, operator or keeper of any business with a fixed location in the City which generates solid waste and/or recyclable materials shall provide and at all

times keep within an enclosure, or conveniently located near an enclosure or building, water-tight containers for solid waste and suitable containers for recyclable materials, and shall cause to be deposited in such containers, and not elsewhere, all solid waste and/or recyclable materials which accumulates on the premises. The containers shall have tightly fitted covers and shall not leak or permit the escape of odors. Notwithstanding the requirements of this section, generators shall not be required to set out or store recyclable materials together with solid waste and generators shall be allowed to appropriately store recyclable materials for collection separate from solid waste. It shall be unlawful for any person to fail to comply with the requirements of this section. Containers shall be clearly identified with the name of the Franchisee.

Section 33. Signs.

Each Franchisee shall have permanently displayed in a prominent place on the exterior of each truck utilized in the collection, removal or transportation of commercial solid waste under its Franchise a sign which contains such information as is required by regulation of the City Engineer adopted pursuant to the provisions of the California Code of Regulations, Title 14, section 17344.

Section 34. Office Required.

Every Franchisee shall at all times maintain a central office within the City, or within the metropolitan area immediately adjacent to the City, where the agent, servant or representative of the Franchisee can be reached by telephone 9:00 a.m. through 5:00 p.m., Mondays through Fridays, legal holidays excepted. Such office shall have a local telephone number so that customers served by the Franchisee may contact the Franchisee without the necessity of making a long distance telephone call.

Section 35. Solid Waste Disposal Restrictions.

- A. It shall be unlawful for any Franchisee to do any of the following:
1. To operate or have an interest in a solid waste disposal site, other than a transfer, receiving and/or processing station, within the City;
 2. To operate a solid waste disposal area in the City; or
 3. To dump any solid waste upon, or permit the same to fall upon, any property, road or highway other than the areas designated by this Ordinance for the disposal or dumping of solid waste.

Section 36. Use of Containers.

No person other than a 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 37. Commercial Solid Waste and Recyclables Ownership.

Commercial solid waste and recyclables lawfully deposited in bins, drop-boxes or other containers used by a Franchisee for collection for either disposal or recycling shall become the property of the Franchisee upon its deposit in any such container.

Section 38. Indemnification.

Each Franchisee must agree to defend, with counsel to be agreed upon by both parties, indemnify, and hold harmless, City and its agents, officers, servants, and employees, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City employees, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by acts or omissions of franchisee, or their agents, officers or employees, in the performance of the nonexclusive franchise agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that franchisee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees. This indemnification requirement shall be included in every Franchise Agreement.

Section 39. Insurance.

- A. Each franchisee shall maintain, at its own expense, insurance coverages, as provided in the franchise agreement or as established from time to time by the Administrator. All such insurance shall remain in effect, uninterrupted, through the term of the franchise agreement.
- B. Minimum insurance coverage shall include the following items, in amounts to be determined by the Administrator: Comprehensive General Liability and Insurance Services Office covering Broad Form Comprehensive General Liability Automobile Liability; Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- C. The City and each member agency, and in their capacities as such, their officers, agents and employees shall be named as primary insureds in such policies. All such policies shall contain a provision requiring that written notice be mailed to the City by the insurer not less than thirty days in advance of the cancellation, modification or reduction of the insurance, or failure to renew such insurance, whether by the insurer or insured, and whether for non-payment of premium or otherwise. Certificates of insurance shall be filed with the Administrator prior to the issuance of any Franchise.
- D. Any act, omission or circumstance which results in the holder of a Franchise being out of compliance with the requirements of this section during the term of the Franchise shall constitute grounds for the immediate suspension of the Franchise, without advance notice or hearing, pending re-establishment of compliance by the Franchisee with the requirements hereof.

Section 40. Rules and Regulations.

A. The collection and subsequent transportation and disposal of commercial solid waste within the City is under the supervision of the Administrator who shall have the power to promulgate rules and regulations regulating such collection and subsequent transportation and disposal, including but not limited to:

1. Commercial solid waste generation, storage, recycling, recovery, accumulation, collection, removal, transportation and disposal;
2. The manner in which commercial solid waste collection and recycling services are provided;
3. Types of commercial solid waste and recycling containers and vehicles used therefore;
4. The operation and maintenance of sanitary methods of commercial solid waste disposal;
5. Reporting requirements for recycling facilities.

B. A copy of said rules and regulations and all amendments thereto shall be sent by registered or certified mail, postage prepaid, to all affected franchisees addressed to their last place of business. To the extent not otherwise provided by law, it shall be unlawful for a franchisee to collect and subsequently transport or dispose of commercial solid waste contrary to any regulation, order, permit or requirement promulgated by the Administrator.

C. All such rules and regulations shall be consistent with the provisions of this Ordinance and shall be effective on the thirtieth (30th) day following the filing of any such rules and regulations with the City Clerk.

D. Any person who asserts that he or she is aggrieved by the terms or application of a regulation issued pursuant to this section may appeal the issuance of such regulation by filing a written notice of appeal with the City Clerk. The notice of appeal shall specifically identify the regulation or regulations from which the appeal is taken and the reasons for the appeal. Upon receipt of such notice, the City Clerk shall schedule the appeal for a public hearing by the City Council, notice of which shall be given in the manner prescribed by Section 29 hereof. At the conclusion of the public hearing, the City Council shall be vested with jurisdiction to deny the appeal or to rescind or modify the regulation. The City Council's determination in this regard shall be final.

E. Any regulation from which an appeal is filed prior to its effective date shall not become effective until the date of a determination by the City 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 that rescinds or modifies the regulation shall apply prospectively.

F. It shall be unlawful and constitute a violation of this Ordinance for any person to violate or otherwise fail to comply with any rule or regulation issued pursuant to this section.

Section 41. Vehicle Inspection and Tags.

A. All vehicles and other equipment used in the collection and subsequent transportation, and disposal of commercial solid waste in the City shall be inspected as often as the Administrator deems necessary and at such times and places as shall be designated by said Administrator. No vehicle shall be used in the collection and subsequent transportation, and/or disposal of commercial solid waste within the City unless it carries a current, unrevoked tag or decal issued by the City authorizing such activity. The Administrator shall provide for each vehicle operated by franchisee, a durable tag or decal upon payment of the applicable fee. Such tag or decal shall be securely fastened and maintained by the franchisee on each vehicle so as to be clearly visible. The Administrator may suspend the tag or decal of any vehicle that fails to meet the requirements of this section, and such vehicle shall not be used for the collection and subsequent transportation or disposal of refuse until the tag or decal has been reinstated by the Administrator. In the event any vehicle fails to meet the requirements of this Section, or in the event any vehicle becomes temporarily or permanently inoperable or unavailable, the franchisee may transfer said vehicle's tag or decal to another vehicle to be operated by franchisee, which vehicle has passed inspection and does meet the requirements of this section. The Franchisee must notify the Administrator of any changes to its vehicles or tags.

B. All trucks and containers used in the collection, removal, transportation or storage of commercial solid waste in the City shall be subject to inspection by the City Engineer for the purpose of determining whether or not the trucks and containers comply with California Code of Regulations, Title 14, section 17341 through 17345.

Section 42. Vehicle Requirements.

A. The bodies of vehicles used in the collection, removal or transportation of commercial solid waste in the City shall have beds of metal or other impervious material which can be cleaned, and shall otherwise be of a type approved by the City Engineer Department adopted pursuant to the California Code of Regulations, Title 14, section 17341.

B. The City Engineer shall be authorized to issue administrative regulations pertaining to specifications for vehicles and containers, the cleansing and disinfecting thereof, and other sanitary measures in connection therewith.

Section 43. Covered Load Requirement.

A. All Franchisee vehicles and all privately owned or operated vehicles using solid waste disposal facilities in the City shall have their vehicle loads covered, with a tarp or equivalent cover, to ensure protection from littering during transportation from the origin of the trip to any waste disposal facility located in the City.

B. All vehicles hauling materials with the load originating in the City to a waste disposal facility located outside of the City shall have their loads "covered" while in transit within the City.

C. Every permitted or non-permitted waste disposal facility located within the City shall post signs notifying the public that it is illegal to haul uncovered loads to the facility. These facilities shall cooperate with the City enforcement staff by providing covered load education and promotion information to their customers to help assure the effectiveness of this Ordinance.

Section 44. Rights Reserved to City.

In addition to all other rights reserved to the City under this Ordinance, the following shall apply:

A. 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 ordinance or resolution of the City, whether enacted before or after the effective date of this Ordinance.

B. Neither the granting of any franchise nor any provision of any franchise shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City.

C. The grantee 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 Ordinance or of any franchise issued under this Ordinance or because of the enforcement of this Ordinance.

D. There is hereby expressly reserved to the City the power and authority to amend any section of this Ordinance so as to require additional or greater standards on the part of the grantee and the power and authority to increase the franchise fees to be paid by the grantee pursuant to Section 16.

Section 45. Other Franchise Provisions.

A. The City Council may expand or contract the scope of franchise agreements over time due to changes in law or interpretations of law.

B. The Administrator shall have the right to inspect franchisee's records for purposes of determining AB 939 and other reporting requirements. The Administrator may also inspect franchisee's records to determine proper calculation and payment of franchise fees. The Administrator will provide franchisee with at least three (3) days advanced written notice of its intent to inspect any of franchisee's records.

C. The Administrator retains the right to terminate or suspend the agreement, as provided in the agreement.

Section 46. Criminal Penalties for Violations.

The following criminal penalties apply to violations of this Ordinance.

A. **Violation as Misdemeanor.** Unless otherwise specified by this Ordinance, violations of the provisions of this Ordinance or failure to comply with any of its requirements, including violations of terms and conditions established in connection with franchisees issued pursuant to this Ordinance, shall constitute a misdemeanor.

B. **Penalty for Misdemeanor.** Unless otherwise specified in this Ordinance, any person, whether as principal, agent, employee or otherwise, who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$1,000 or imprisoned for not more than six (6) months in the County Jail, or by both such fine and imprisonment. Each day such violation continues shall be considered a separate offense. Such penalties shall be in addition to any late fees, civil penalties, administrative civil penalties, civil penalties, or other charges payable to the City by a Franchisee for the same period of time or for the same violations.

C. **Violation as Infraction.** Unless otherwise specified by this Ordinance, the following violations by a Franchisee are infractions.

1. **Delinquent Payment of Franchise Fee.** A delinquent payment of a franchise fee that is not received by the City before the first day of the month following the due date established under Section 16, subsection B, is a violation and a separate violation for every month the payment remains delinquent thereafter.
2. **Delinquent Payment of Franchise Fee Late Charge.** A delinquent payment of a late payment charge and/or interest charges for a late franchise fee payment (under Section 16, subsection F) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.
3. **Delinquent Payment of Late Report Charge.** A delinquent payment of a late charge for a delinquent quarterly report of diversion (under Section 20, subsection F) that is not received before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.
4. **Delinquent Payment of Recycling Incentive Fee.** A delinquent payment of the Recycling Incentive Fee (under Section 25) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.
5. **Delinquent Payment of Audit Fee.** A delinquent payment of an Audit Fee (under Section 25, subsection D, and Section 28, subsection B) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.
6. **Delinquent Diversion Report.** A delinquent quarterly report of diversion (under Section 20) that is not received by the City before the first day of the third month following the end of the quarter reporting is a violation and a separate violation for every month the report remains delinquent thereafter.

7. **Incomplete Diversion Report.** If a quarterly report of diversion (under Section 20) that is received by the City is incomplete, the inadequacy must be remedied or corrected by the Franchisee before the first day of the third month following the end of the quarter or it is a violation and a separate violation for every month the report remains incomplete thereafter. A complete quarterly report of diversion includes all information as may be required by the Administrator. Partial quarterly reports of diversion will be considered incomplete.

D. **Penalty for Infraction.** Unless otherwise specified by this Ordinance, an infraction is punishable by a fine not exceeding two hundred dollars (\$200) for a first violation of any offense under subsection C within the preceding twelve-month period; a fine of five hundred dollars (\$500) for a second violation of the same offense under subsection C within the preceding twelve-month period; and a fine of one thousand dollars (\$1,000) for each additional violation of the same offense under subsection C within the preceding twelve-month period. The Administrator or the City Attorney shall also have the discretion to elevate any infraction under subsection C to a misdemeanor, punishable under subsection B. Such penalties shall be in addition to any late fees, civil penalties, administrative civil penalties, or other charges payable to the City by a Franchisee for the same period of time or for the same violation.

E. **Separate Remedies.** Each civil, criminal, or administrative civil penalty imposed pursuant to this Ordinance for any separate violation shall be separate, and in addition to, any other provision of law and does not supersede or limit any and all other legal remedies and penalties, civil, administrative or criminal which may be applicable under other laws.

Section 47. Civil Penalties for Violations.

The following administrative civil penalties apply to violations of this Ordinance:

A. **Administrative Civil Penalties.** In addition to any other remedies provided by this Ordinance, any person who violates any provision of this Ordinance, shall be liable for an administrative civil penalty to be imposed by the Administrator. The amount of the penalty shall not be more than one thousand dollars (\$1,000) for each day of violation. Any person who knowingly violates any provision of this Ordinance, after reasonable notice of the violation, is liable for an administrative civil penalty of not more than one thousand dollars (\$1,000) for each day of violation. In determining the civil, criminal, and administrative civil penalties imposed pursuant to this Ordinance, all relevant circumstances shall be considered, including but not limited to, the extent of harm or potential harm caused by the violation, the nature of the violation and the period of time over which it occurred, the frequency of past violations, and the corrective action, if any, taken by the violator.

B. Administrative Civil Penalty Procedure

1. **Notice of Violation.** The Administrator shall notify the violator in writing of the time within an alleged violation must be remedied or corrected. The notice shall provide that an administrative civil penalty will be imposed if the continuing violation is not remedied or corrected within the time stated.

2. **Notice of Penalty and Opportunity for Hearing.** Notice of any administrative civil penalty shall set forth the alleged acts or failures to act that constitute a basis for liability and the amount of the proposed administrative civil penalty. The notice of administrative civil penalty shall be served by personal service or certified mail and shall inform the person so served that the administrative civil penalty imposed may be administratively reviewed by a City designated Hearing Officer before it is enforced if a request for hearing is timely filed. The notice shall also specify the procedure for requesting a hearing before the Hearing Officer.
3. **Administrative Review.** If a person desires administrative review of the administrative civil penalty imposed by the Administrator, it shall request a hearing by timely filing a written request pursuant to the provisions of Section 50 of this Ordinance. The written request for an appeal must be accompanied by an administrative hearing fee, as established by the City Council of Directors of City. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the Administrator not later than fifteen (15) calendar days after the date of service of any such decision. A hearing shall be conducted by the Hearing Officer pursuant to Section 51 of this Ordinance unless the person has waived the right to a hearing or has entered into a settlement agreement with the Administrator. A person waives the right to a hearing by so stating in writing or by failure to file with the Administrator a written request for hearing within fifteen (15) days after service of the notice of opportunity for hearing.
4. **Effective Date.** Where the person has waived the right to a hearing or where the person has entered into a settlement agreement, the administrative civil penalty shall not be subject to review by any court, the Hearing Authority, or any other agency and shall be effective 15 days after notice of the penalty is served. Where a hearing has been held, the penalty shall be effective 20 days after the decision of the Hearing Authority becomes final.
5. **Judicial Review.** The manner of contesting the final order of the Hearing Officer concerning any administrative civil penalty is governed by Government Code Section 53069.4, or any successor provision thereto. Service of the notice of appeal authorized by Government Code Section 53069.4 upon the City shall be by service upon the City Clerk.
6. **Payment of Costs of Enforcement/Collection.** In addition to any penalty, sanction, fine or imprisonment, each person who violates this Ordinance, shall be required to pay any and all expenses of enforcement including costs necessary to bring the person into compliance with this Ordinance. In addition to all remedies contained herein, City may pursue all reasonable and legal means in collecting those sums authorized and due.
7. **Collection.** Payment of the penalty shall be made within 30 days from when the penalty became effective. In addition to all remedies herein contained, the City may pursue all reasonable and legal means in collecting administrative civil penalties.

Section 48. Settlement Process.

The Administrator may adopt a written settlement agreement process for the settlement of violations of this Ordinance, which shall take into consideration the penalty factors set forth in Section 47.

Section 49. Hearing Officer.

Whenever the term "Hearing Officer" is utilized in this Ordinance, it shall be deemed to refer to one or more persons assigned the responsibility of conducting a hearing by the Administrator. The Administrator shall be authorized to assign hearing responsibilities from time to time to either:

- A. City officials and staff whom the Administrator finds are qualified by training and experience to conduct such hearings; or
- B. Administrative law judges assigned to the State of California Office of Administrative Hearings. The Administrator is hereby authorized to contract in the name of the City for the retention of hearing services at rates which do not exceed financial limitations established by the City's annual budget.

Section 50. Appeals.

Any decision of the Administrator may be appealed to a Hearing Officer appointed by the Administrator. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the Administrator not later than fifteen (15) days after the date of service of any such decision. If an appeal is not filed within the time or in the manner prescribed above, the right to review of the action against which complaint is made shall be deemed to have been waived.

Section 51. Appeal Hearing.

- A. Not later than thirty (30) days following the date of filing an appeal within the time and in the manner prescribed by Section 50, the Hearing Officer shall conduct a hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of the hearing shall be mailed to the appellant not later than ten (10) days preceding the date of the hearing.
- B. The provisions of the California Administrative Procedure Act (commencing at Section 11500 of the Government Code) shall not be applicable to such hearings; nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable. Testimony shall be given under oath, and the parties to the hearing shall have the right to cross-examine witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

1. **Record.** A record of the entire hearing proceedings shall be made by either a certified court reporter or tape recorder operated by the Hearing Officer. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established and revised from time-to-time by the City Council.
2. **Scope.** Only those matters or issues specifically raised by the appellant(s) in the written appeal shall be considered in the hearing on appeal.
3. **Oaths and Certification.** The Hearing Officer has the power to administer oaths and affirmations and to certify official acts.
4. **Oral evidence.** Oral evidence shall only be taken on oath or affirmation.
5. **Rights of Parties.** Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues of the hearing even though the matter was not raised in the direct examination, to impeach any witness regardless of which party first called him or her to testify, to present rebuttal evidence and to represent himself or herself or to be represented by anyone of his or her choice who is lawfully permitted to do so. No appellant shall be required to testify without his or her consent.
6. **At the conclusion of the hearing,** the Hearing Authority shall prepare a written decision that either grants or conditionally grants or denies the appeal, and contains findings of fact and conclusions. Notice of the written decision, including a copy thereof, shall be filed with the Administrator and served not later than thirty (30) days following the date on which the hearing is closed on the appellant and on other persons who appeared at the hearing and requested a copy. Service shall be by personal delivery or certified mail.

C. City and appellant shall jointly pay for the costs of the hearing.

Section 52. Effective Immediately.

The City of Rancho Cordova incorporated on July 1, 2003. Prior to incorporation, commercial solid waste services were conducted under franchises established by the SWA. As of incorporation, the SWA's former franchisees, and possibly other solid waste service providers, have conducted solid waste services without regulation by the City nor a valid franchise to operate within the City right-of-way. A city's police power over solid waste is supported amply by California case law. In addition, AB 939, the Integrated Waste Management Act of 1989, provides significant legislative findings that a city's organized regulation of solid waste services is imperative to public peace, health and safety. This ordinance is therefore necessary for the immediate preservation of the public peace, health and safety and shall take effect immediately pursuant to Government Code §36937(b). The City Clerk of the City of Rancho Cordova shall cause this Ordinance to be posted in at least three (3) public places within the City of Rancho Cordova in accordance with Government Code §36933 of the State of California.

ADOPTED, THIS ____day of September, 2003 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

658345

CITY OF RANCHO CORDOVA

RESOLUTION NO. 55-2003

**A RESOLUTION OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A FRANCHISE FEE FOR COMMERCIAL
SOLID WASTE COLLECTION FRANCHISES AND APPOINTING
THE ASSISTANT TO CITY MANAGER AS THE ADMINISTRATOR
FOR COMMERCIAL SOLID WASTE FRANCHISES**

WHEREAS, the City Council of the City of Rancho Cordova has adopted an Ordinance Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises (hereafter "the Ordinance"); and

WHEREAS, Paragraph 9(o) of LAFCO Resolution No. 1243 authorizes the City to continue levying franchise fees levied within the City as of November 1, 2002; and

WHEREAS, Public Resources Code §49521(b) provides that after incorporation a solid waste enterprise must adhere to rates comparable to those previously in effect; and

WHEREAS, the Sacramento Solid Waste Authority provided by resolution a franchise fee of 8% applicable to all solid waste haulers eligible for a franchise under its ordinance establishing commercial solid waste collection franchises; and

WHEREAS, Section 16 of the Ordinance provides that the City Council shall adopt a franchise fee by resolution; and

WHEREAS, the City Council desires to provide for the orderly supervision of the Commercial Solid Waste Collection Franchises created by the Ordinance; and

WHEREAS, Section 2 of the Ordinance provides that the City Council shall appoint an Administrator for the Commercial Solid Waste Franchises.

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves that a franchise fee of 8% shall be established pursuant to Section 16 of the Ordinance Establishing Commercial Solid Waste Collection Franchises; and

BE IT FURTHER RESOLVED that the City Council of the City of Rancho Cordova appoints the Assistant to City Manager as the Administrator for the Commercial Solid Waste Franchises.

ADOPTED, THIS ____ day of September, 2003 by the following vote:

AYES:

RESOLUTION 53-2003
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RANCHO CORDOVA
PURSUING A BOUNDARY CHANGE BETWEEN THE ELK GROVE SCHOOL
DISTRICT AND THE FOLSOM CORDOVA SCHOOL DISTRICT

WHEREAS: The new City of Rancho Cordova boundaries cover over 33 square miles, of which a large majority is currently undeveloped land planned for residential use; and

WHEREAS: Most of the new development is currently in the Elk Grove School District; and

WHEREAS: The new city of Rancho Cordova was formed by our citizens to improve the community identity, increase community unity and to advance the quality of life in our City; and

WHEREAS: It is the intent of the Rancho Cordova City Council to explore opportunities to connect the established areas of our city with the newer developments through our schools, community organizations, sports clubs, and service clubs;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Rancho Cordova supports pursuing a boundary change between the Elk Grove School District and the Folsom Cordova School District.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of September 2003, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

AGENDA ITEM # 128.