



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

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

**Monday, March 3, 2008**

**4:00 P.M. – Study Session  
American River Community Room - North**

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

**AGENDA**

**A. STUDY SESSION – CALL TO ORDER / ROLL CALL**

Council Members Sander, Cooley, McGarvey, Skoglund, and Mayor Budge

**B. PUBLIC COMMENT**

At a study session or special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any unagendized item.

**C. STUDY SESSION ITEM**

**Subject:** Presentation of CalTrans Highway 50 HOV Project.

**Recommendation:** Staff will utilize this work session to develop project understanding of this major transportation effort with the intent of demonstrating impacts and benefits to the City of Rancho Cordova, and to bring out issues of concern.

**Result of Recommended Action:** No action will be requested at this workshop. The intent will be to demonstrate the magnitude and effects of the HOV project and to set up a base of knowledge that will support future decision making. Topics will include architectural treatments of noise walls and over crossings, landscape concepts and other treatments at the edge of the Caltrans right-of-way.

**Staff Report:** Cyrus Abhar, Public Works Department

**Advances Goals:** 1, 2, 4, 6 and 8

**D. ADJOURNMENT OF STUDY SESSION**

ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL

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

## **1. REGULAR MEETING – CALL TO ORDER / ROLL CALL**

Council Members Sander, Cooley, McGarvey, Skoglund, and Mayor Budge

## **2. METRO CABLE TV TELEVISION ANNOUNCEMENT**

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

## **3. PLEDGE OF ALLEGIANCE**

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

## **4. INVOCATION**

Pastor Jeff Koons, First Covenant Church, will give the invocation.

## **5. PRESENTATIONS**

- 5.1 Proclamation to Art Smith for his dedication to the City's Planning Commission.
- 5.2 Presentation by Housing Analyst Diane Snyder on Community Development Block Grant (CDBG) Program Update.
- 5.3 Presentation by Management Analyst Alexandra Miller and Chief of Police Reuben Meeks on the City's new website.

## **6. PUBLIC COMMENT**

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

Note, under the provisions of the California Government Code, the City Council is prohibited 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 immediate action arose after the posting of the agenda.

## **7. COUNCIL REPORTS**

## **8. CONSENT CALENDAR ITEMS**

- 8.1 **Subject:** Council Minutes:
  - A. Regular Meeting Minutes of February 19, 2008.
  - B. Special Meeting Minutes of February 26, 2008.**Recommendation:** Adopt Minutes.

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## **9. CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE**

- 9.1 **Subject:** Ordinance Amending Title 22.40.035 of the Rancho Cordova Municipal Code Relating to the Household Population Factors for Purposes of Calculating Park Dedication Requirements, as Provided in Government Code § 66477 (Quimby Fee). **(Continued from December 17<sup>th</sup> and February 4<sup>th</sup>)**  
**Recommendation:** Continue item to April 21<sup>st</sup>.  
**Result of Recommended Action:** Continuing this item will allow the development community to provide additional input on the updating of the City's Household Population Factors. Input from the development community might result in revisions to staff's proposal on this item.  
**Staff Report:** Paul Junker, Planning Department  
**Advances Goals:** 1, 4 and 8
- 9.2 **Subject:** Ross Center Pad #2, Design Review, Project No. RC-07-322, Located at 2800 Zinfandel Drive. **(Continued from February 4<sup>th</sup>)**  
**Recommendation:** Continue the item to March 17<sup>th</sup> to allow the applicant time to revise the plans to show changes requested by Council on February 4<sup>th</sup>.  
**Result of Recommended Action:** Approval of this design review will allow for remodeling of the Ross Center Pad #2 building, along with landscaping and access improvements to bring the site into compliance with City standards.  
**Staff Report:** Katja Irvin, Planning Department  
**Advances Goals:** 1, 5 and 6

## **10. PUBLIC HEARING ITEMS**

- 10.1 **Subject:** Draft General Plan Housing Element Update.  
**Recommendation:** Discussion item only on the overview of the Housing Element and the schedule for the update for the 2006-2013 planning period.  
**Result of Recommended Action:** No formal action is required or anticipated.  
**Staff Report:** Reed Flory, Economic Development Department  
**Advances Goals:** 1, 7 and 8  
**Growing Strong Neighborhoods**

## **11. REGULAR CALENDAR ITEMS**

- 11.1 **Subject:** Planning Commission At-Large Appointment  
**Recommendation:** That Council Members interview the two qualified applicants for this Planning Commission unscheduled vacancy and then appoint one.  
**Result of Recommended Action:** Action on this item will result in Council's At-Large appointment of one member of the community to serve on the Planning Commission for term commencing March 2008 and ending December 2009.  
**Staff Report:** Stacy Leitner, City Clerk's Department  
**Advances Goals:** 1 through 13

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- 11.2 **Subject:** Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Fair Oaks Cemetery District for Services at Kilgore Cemetery.  
**Recommendation:** Adopt Resolution No. 19-2008.  
**Result of Recommended Action:** Execution of the Fair Oaks Cemetery District Agreement will allow residents to begin purchasing burial spaces at the Kilgore Cemetery.  
**Staff Report:** Cyrus Abhar and Steve Harriman, Public Works Department  
**Advances Goals:** 1, 4, 8 and 13

## 12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

## 13. CITY MANAGER'S REPORT

## 14. ADJOURNMENT

### ADDITIONAL INFORMATION

The agenda items are accessible on the City's website at [www.cityofranhocordova.org](http://www.cityofranhocordova.org) on Thursdays prior to the Regular City Council Meeting.

| CITYWIDE GOALS - (Adopted March 20, 2006) |                                                                   |
|-------------------------------------------|-------------------------------------------------------------------|
| 1.                                        | Foster a Positive Image of Rancho Cordova                         |
| 13.                                       | Continue To Provide Regional Leadership                           |
| 2.                                        | Improve Transportation & Connectivity                             |
| 12.                                       | Establish Logical (City) Boundaries                               |
| 3.                                        | Champion Employee Development & High Performance Work Environment |
| 11.                                       | Practice Sound Fiscal Management                                  |
| 4.                                        | Ensure the Availability of the Best Public Services in the Region |
| 10.                                       | Foster Responsible Citizenship                                    |
| 5.                                        | Establish a Vibrant Downtown                                      |
| 9.                                        | Drive Diverse Economic Opportunities                              |
| 6.                                        | Ensure a Safe Community                                           |
| 8.                                        | Sustain a Livable Community                                       |
| 7.                                        | Improve the Quality of Housing In Rancho Cordova                  |

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| <b>UPCOMING MEETINGS</b>              |                                                                                              |
|---------------------------------------|----------------------------------------------------------------------------------------------|
| <b><i>Monday, March 17, 2008</i></b>  | <b><i>5:30 p.m. Regular Meeting</i></b>                                                      |
| <b><i>Tuesday, March 25, 2008</i></b> | <b><i>5:30 p.m. Work Session on Zoning Code Update and Highway 50 HOV Project Update</i></b> |
| <b><i>Monday, April 7, 2008</i></b>   | <b><i>MEETING CANCELLED DUE TO COUNCIL CONFERENCE TRAVEL</i></b>                             |
| <b><i>Tuesday, April 15, 2008</i></b> | <b><i>5:30 p.m. Work Session TBD</i></b>                                                     |
| <b><i>Monday, April 21, 2008</i></b>  | <b><i>5:30 p.m. Regular Meeting</i></b>                                                      |
| <b><i>Tuesday, April 29, 2008</i></b> | <b><i>5:30 p.m. Work Session TBD</i></b>                                                     |

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

| <b>DEPARTMENTAL GENERAL TELEPHONE NUMBERS</b>   |                |
|-------------------------------------------------|----------------|
| Building Department                             | (916) 851-8760 |
| Finance Department                              | (916) 851-8730 |
| Planning Department                             | (916) 851-8750 |
| Public Works Department                         | (916) 851-8710 |
| Redevelopment & Economic Development Department | (916) 851-8780 |

The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is also available for check out from any library branch. 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 need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

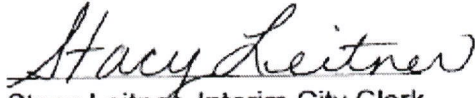
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## CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, Interim City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the March 3, 2008 Special and Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on February 28, 2008 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at [www.cityofranhocordova.org](http://www.cityofranhocordova.org).

Signed this 28<sup>th</sup> day of February 2008 at Rancho Cordova, California.

  
Stacy Leitner, Interim City Clerk

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## MEMORANDUM

**DATE:** March 3, 2008  
**TO:** Honorable Mayor and Council Members  
**FROM:** Cyrus Abhar, Public Works Director  
**SUBJECT:** PRESENTATION OF CALTRANS HIGHWAY 50 HOV PROJECT

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### RECOMMENDATION

Staff will utilize this work session to develop project understanding of this major transportation effort with the intent of demonstrating impacts and benefits to the City of Rancho Cordova, and to bring out issues of concern.

### RESULT OF RECOMMENDED ACTION

No action will be requested at this workshop. The intent will be to demonstrate the magnitude and effects of the HOV project and to set up a base of knowledge that will support future decision making. Topics will include architectural treatments of sound walls and over crossings, landscape concepts and other treatments at the edge of the Caltrans right-of-way.

### BACKGROUND

The California Department of Transportation is moving forward with their Highway 50 High Occupancy Vehicle (HOV) project that will provide increased mobility between Sunrise Boulevard and Watt Avenue. In order to build this improvement Caltrans, will be widening the highway by a few feet on each side throughout the City and will be completing sound walls adjacent to residential areas. This project will be perceived as a significant "face lift" for the corridor and as such, Caltrans is providing programming opportunities to the City of Rancho Cordova in order to enhance the look of the corridor and enhance the interface between the highway and our community. These programming opportunities are available in the form of landscaping additions, and architectural enhancements to structural elements such as sound walls, retaining walls and the White Rock Park pedestrian over crossing.

New sound walls will be constructed along the Caltrans right-of-way at the following locations.

Bradshaw Interchange to Mather Field Road Interchange

- South side from Bradshaw Road to the Union Pacific Railroad Spur west of the Mather Field Road
- North side adjacent to Colonial Estates, Centennial Estates and the Sacramento Korean Presbyterian Church

#### Mather Field Road Interchange to Zinfandel Interchange

- South side from east corner of the Ashgrove Apartments to a point 400 ft. east of the existing White Rock Park pedestrian bridge
- North side adjacent to White Rock Park, matching up with existing sound walls on either side of the Park

#### Zinfandel Interchange to Sunrise Interchange

- North side from Highway 50 bridge over Folsom Boulevard matching into existing wall 1400 ft. to the east (a portion of this wall will have to be replaced)

#### Issues to be developed

- Architectural details on:
  - The new White Rock Park pedestrian bridge
  - Sound walls and retaining walls at Folsom Boulevard
  - Retaining wall along ramp below the Ashgrove Apartments
  - New bridge abutments under interchange bridges
- Caltrans assistance with treatment of easements along the back of residential property lot lines where sound walls will be constructed
- Location and type of landscaping and sound wall vines

Staff will provide a photographic tour of existing conditions in these areas with the intent of demonstrating the magnitude of the project and to gather information on site specific concerns. We intend to return to the Council a few weeks later with a recommended enhancement program.





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

City Hall  
2729 Prospect Park Drive, Rancho Cordova

TUESDAY, February 19, 2008

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

**MINUTES**

**1. REGULAR MEETING – CALL TO ORDER / ROLL CALL**

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:41 p.m.

Present: Council Members Cooley, McGarvey, Sander, Skoglund, and Mayor Budge  
Staff Present: Gaebler, Lindgren, Leitner, Lehr, Wilson, Salerno, S. Snyder, Cuppy, Harriman, Abhar, Silva, Miller, Haven, Peterson and Pearl

**2. METRO CABLE TV TELECAST ANNOUNCEMENT**

The Mayor announced the video recording and playback schedules.

**3. PLEDGE OF ALLEGIANCE**

Gary Kukola, led the Pledge.

**4. INVOCATION**

Chaplain Frank Russell, Rancho Cordova Law Enforcement, Emergency Responders gave the invocation.

**5. PRESENTATIONS**

- 5.1 Introduction of New City Employees:
  - Joe Chinn, Assistant City Manager, introduced Stacey Peterson, Human Resources Manager
- 5.2 Bruce Forman presented t-shirts and a plaque of appreciation to the City Council for their support and sponsorship of the 2007 Salmon Festival. He announced the 2008 Salmon Festival on October 11-12.
- 5.3 Sales Manager Mark Davis of American Airlines reported updates of the California Capital Airshow at Mather Airport scheduled on March 15-16, 2008.

- 5.4 Council Member McGarvey presented a proclamation to Scottie Moore for Spay Day USA 2008 on February 26<sup>th</sup>.
- 5.5 Mayor Budge presented a proclamation to WEAVE, Inc. Executive Director Beth Hassett for the organization's 30<sup>th</sup> Anniversary.

## **BREAK**

**AT THIS POINT** Mayor Budge recessed the meeting to the lobby for refreshments in honor of WEAVE, Inc's 30<sup>th</sup> Anniversary. The full Council reconvened at 6:40 pm.

## **6. PUBLIC COMMENT**

The following individuals addressed the Council:

- Bruce Risley on Shriners Hospital for Children Concerns d'Elegance fundraising event on May 18, 2008.
- Todd Perry and Anthony Hughes on behalf of Mr. Ravi Samwal, R & M Limited Partnership on noise nuisance due to lack of a sound wall along properties parallel to the rail system on Croetto Way and Mills Park Drive.
- Lee Frechette on Cordova Community Council Update and Visioning and Strategic Planning Community Leadership Program.

## **7. COUNCIL REPORTS**

Council Members reported on various events since the last Council meetings.

## **8. CONSENT CALENDAR ITEMS**

**ACTION:** Motion by Cooley second by McGarvey and carried by a 5:0 vote, the Consent Calendar was approved.

8.1 **Subject:** Minutes of City Council Meetings:

1. Special Meeting of January 14-15, 2008
2. Regular Meeting of February 4, 2008
3. Special Meeting of February 12, 2008

**Recommendation:** Adopt Minutes.

8.2 **Subject:** Resolution in Support of Adopting the New Membership, Structure, and Rule Changes to the Sacramento Cities / County Solid Waste Advisory Committee ("SWAC") / AB 939 Task Force and Appointing Steve Harriman and Bruce Risley as the City's SWAC Representatives.

**Recommendation:** Resolution No. 11-2008.

**Result of Recommended Action:** Council approval will allow for City representation of the Sacramento Cities / County Solid Waste Advisory Committee ("SWAC") / AB 939 Task Force, as well as, compliance with local task force requirement of Assembly Bill 939.

**Staff Report:** Cyrus Abhar and Steve Harriman, Public Works Department



- 8.3 **Subject:** Community Redevelopment Agency Resolution Authorizing Reimbursement of Expenditures from Redevelopment Bond Proceeds.  
**Recommendation:** Agency Board Adopt Resolution No. CRA 2-2008.  
**Result of Recommended Action:** Approval will authorize the Executive Director, or designee, to declare an official intention to reimburse from bond proceeds any redevelopment project expenditures paid prior to the date of issuance of redevelopment bond obligations.  
**Staff Report:** Curt Haven and Micah Runner, Economic Development Department
- 8.4 **Subject:** Investment Policy.  
**Recommendation:** Adopt Resolution No. 17-2008.  
**Result of Recommended Action:** Adoption of this resolution will approve the Investment Policy that will guide the City's investment of excess funds through December 31, 2008.  
**Staff Report:** Donna Silva, Finance Department

## 9. CONSENT PUBLIC HEARING ITEM

- 9.1 **Subject:** Resolution Authorizing the Utilization of the State of California's Citizens Option for Public Safety Program (COPS) Funds.  
**Recommendation:** Adopt Resolution No. 16-2008.  
**Result of Recommended Action:** Adoption of this resolution will authorize the utilization of funds available from the State Supplemental Law Enforcement Fund (SLESF) which funds the State of California's "Citizen's Option for Public Safety Program" (COPS) in the amount of \$125,000 for the FY 2007-08, and the reauthorization of the remaining \$128,632 from the FY 2005-06 and FY 2006-07.  
**Staff Report:** Donna Silva, Finance Department

Mayor Budge opened the Consent Public Hearing on Item 9.1. There were no speakers.  
Mayor Budge closed the Consent Public Hearing on Item 9.1.

**ACTION:** Motion by Skoglund second by Cooley and carried by a 5:0 vote, Council adopted Resolution No. 16-2008.

## 10. PUBLIC HEARING ITEMS

None

## 11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** American River Parkway Joint Powers Authority (ARP JPA) Presentation and Discussion.  
**Recommendation:** That Council:  
1) Hear a presentation related to the proposed American River Parkway Joint Powers Authority (ARP JPA);  
2) Receive public comment;  
3) Provide direction to staff;  
4) Continue the discussion of conceptual approval of the ARP JPA to a future meeting.  
**Result of Recommended Action:** Staff will take Council comments and continue discussions with the Parkway Steering Committee on the draft ARP JPA document with the goal of returning to Council at a future date for conceptual approval of the ARP JPA.  
**Staff Report:** Joe Chinn, City Manager's Office

Mayor Budge opened the Consent Public Hearing on Item 11.1. The following individuals addressed the Council:

- Walt Meyers in opposition to this item
- Michael Locks in opposition to this item
- Wilford Lake in opposition to this item
- Voyle E. Voorhees in opposition to this item
- Raeh Wilson in opposition to this item
- Ed Rylander in opposition to this item
- Ginger Enrico in support of this item
- Karen Klinger in opposition to this item
- Bob Cashett in opposition to this item
- David Ivazian in opposition to this item

Mayor Budge closed the Consent Public Hearing on Item 11.1.

**ACTION:** Motion by Skoglund second by McGarvey and carried by a 4:1 vote (“No” vote for Sander), Council continued this item to a date not yet determined in the future to allow staff to address the following issues:

- City’s course of action if Folsom does not approve the Proposition 218 Assessment
- Define Rancho Cordova’s communities interest and benefits
- Define project priorities, what is likely to be funded and outline where dollars will be spent – ensure Rancho Cordova raised dollars are to fund Rancho Cordova projects
- Include accountability and citizen’s oversight
- Funding for alternative maintenance & guarantee that this is additional funding for the parkway
- Obtain Master Plan Signatory
- Responsibilities of the authority of the Executive Director and the pay for the board members

## **12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

None

## **13. CITY MANAGER’S REPORT**

The below staff members spoke on the following points:

- ♦ Ted Gaebler on the City Manager update:
  - Budget adoption scheduled for late May
  - All cities must re-adopt Housing Elements; informational item on next council meeting agenda
- ♦ Rancho Cordova Police Department by Police Chief, Reuben Meeks:
  - Vehicle crash into St. John Vianney Church on February 16, 2008; no injuries and suspect was cooperative with RCPD and remains in custody; Suspect made statements regarding being “mad at God” and RCPD will discuss with City Attorney’s office to determine if this will be classified as a Hate Crime. Could be turned over to FBI for investigation and prosecution, but it is not expected at this point.



- Shooting in Kirkwood, MO at City Hall; City Council members killed and others injured. Recommended to City Hall staff and City Council to be aware, vigilant, and to have an escape route. RCPD will go over detailed plan on safety and security with staff in another forum.
- ◆ Ted Gaebler presented the City Manager's Department Annual Presentation:
  - Council Manager Plan – blend wisdom of local elected officials with professionalism of City Manager and staff to run on a business-like basis vs. political basis
  - Operates similar to a corporation with shareholders which serves our city well due to our size
  - Sets vision, culture, and innovative environment and support all departments, building a non-bureaucratic culture
- ◆ Joe Chinn on Assistant City Manager
  - Oversee Finance, Human Resource and IT Departments
  - Works with all departments on day to day issues, monitors performance and works with outside government entities; Provides oversight on the RCPD Contract and serves as City Leasing Manager
- ◆ Stephanie Snyder on Management Support & Analysis
  - Role has remained the same with different projects. Function has grown to include Alex Miller as a Management Analyst; Provides support to City Council, City Manager, Department Heads and interdepartmental coordination. Administers the Legislative Program
- ◆ Nancy Pearl as Communications Director
  - Strategic Communications Planning & Approach; Organizes media to ensure preferred perception; Interacts with and supports staff at all levels, City Council and the Community at large on media exposure and public involvement. Proactive and Reactive media relations, sharing information with the public; coordinating events and event sponsorship
- ◆ Sandy Salerno on Special Projects
  - Role has changed since beginning as Interim Finance Director, now focused on Redevelopment, Financing and Negotiation, RCPD Emergency Operations Plan; Police issues; and new facility site development; City's Risk Manager and member of the City's negotiation team. Serves on City Manager's advisory team, providing advice on issues
  - Donna Hall is also special consultant; Organizational Leadership, Internal Events Organizer, Confidential Project Manager
- ◆ Mindy Cuppy on Administrative Support
  - Customer service, first impressions, support to the Mayor, Council, City Manager, HR, and other departments. Administers the Intern Program and is responsible for development for administrative and customer service team. Publishes monthly newsletter.

#### **14. ADJOURNMENT**

Mayor Budge adjourned the meeting at 10:15 p.m.

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Stacy Leitner, Interim City Clerk





**SPECIAL JOINT MEETING  
CITY COUNCIL & PLANNING COMMISSION**

**City Hall  
American River Community Room - North  
2729 Prospect Park Drive, Rancho Cordova**

**Tuesday, February 26, 2008**

**5:30 p.m. - Work Session**

**MINUTES**

**1. WORK SESSION – CALL TO ORDER / ROLL CALL**

Mayor Budge called the Special Joint Meeting to order in the American River North Room at 5:39 p.m.

Present: Council Members Cooley, Sander (arrived at 5:52), Skoglund, and Mayor Budge  
Planning Commissioners Burke, Cummings, Vance, Savorn, & Chair Moe

Absent: Planning Commissioner Smith

Staff Present: Gaebler, Lehr, Lindgren, Chapman, Junker, Beiswenger, Johns, Haven, Simpson, S. Snyder, Thomas, Abhar, Eckert, and L. Burke

**2. WORK SESSION ITEM**

**Subject:** Discussion of Draft Zoning Code Chapters Regarding Special Use Regulations; Special Housing Standards and Development Incentives; Form-Based Provisions; and Topics of Specific Interest.

**Recommendation:** That Council and Commission:

- 1) Review and discuss the final portions of the draft Zoning Code, with a focus on special use regulations, housing provisions, and form-based provisions;
- 2) Provide comments and direction to staff on some key policy questions and document contents; and,
- 3) Consider the list of follow up items (topics of special interest) for the March 25<sup>th</sup> Joint Work Session and provide direction as appropriate.

**Result of Recommended Action:** Council and Commission comments will allow staff to finalize the public draft version of the Zoning Code related to development standards, special use regulations, and housing provisions. Council and Commission comments and direction will be solicited, but no formal action is requested or anticipated.

**Staff Report:** Jeffrey S. Beiswenger, Planning Department

**ACTION:** Discussion item only; no action taken.

**3. PUBLIC COMMENT**

None

**4. ADJOURNMENT**

Mayor Budge adjourned the meeting at 9:21.

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Stacy Leitner, Interim City Clerk



## MEMORANDUM



**DATE:** March 3, 2008

**TO:** Honorable Mayor and Council Members

**FROM:** Paul Junker, Planning Director

**SUBJECT:** **ORDINANCE AMENDING TITLE 22.40.035 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO THE HOUSEHOLD POPULATION FACTORS FOR PURPOSES OF CALCULATING PARK DEDICATION REQUIREMENTS, AS PROVIDED IN GOVERNMENT CODE § 66477 (QUIMBY FEE)**

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### **RECOMMENDATION**

Continue item to April 21<sup>st</sup>.

### **RESULT OF RECOMMENDED ACTION**

Continuing this item will allow the development community to provide additional input on the updating of the City's Household Population Factors. Input from the development community might result in revisions to staff's proposal on this item.

## MEMORANDUM



**DATE:** March 3, 2008  
**TO:** Honorable Mayor and Council Members  
**FROM:** Katja Irvin, Assistant Planner  
**SUBJECT:** ROSS CENTER PAD #2, DESIGN REVIEW

**OWNER:**

Folsom Zinfandel Partners, LLC  
Allen J. Lynch, President  
1448 15<sup>th</sup> Street, Suite 100  
Santa Monica, CA 90404

**APPLICANT:**

Jim Connelly  
Nadel Retail Architects, LLP  
3080 Bristol Street, Suite 500  
Costa Mesa, CA 92626

**PROJECT:** Ross Center Pad #2 Design Review  
**FILE:** RC-07-322  
**LOCATION:** 2800 Zinfandel Drive  
**APN:** 072-0330-003  
**PLANNER:** Katja Irvin, Assistant Planner

**RECOMMENDATION**

Staff recommends the City Council continue the item to March 17<sup>th</sup>. Additional time is needed for the applicant to revise plans to show changes requested by the Council on February 4.

**RESULT OF RECOMMENDED ACTION**

The item will be placed on the March 17 City Council Public Hearing agenda.

**BACKGROUND**

The applicant is requesting Design Review approval for a façade remodel and minor site improvements for an existing retail pad building with four (4) tenants.

**ATTACHMENT**

1. Letter from applicant requesting Continuance





February 22, 2008

**NADEL  
RETAIL**

Katja Irvin – Assistant Planner  
CITY OF RANCHO CORDOVA  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

**Re: SWC Folsom Blvd. & Zinfandel Drive  
Rancho Cordova, California  
NADEL#: 07318**

**NADEL RETAIL  
ARCHITECTS LLP**

3080 Bristol Street  
Suite 500  
Costa Mesa, CA 92626

T. 714.540.5000  
F. 714.755.3013  
[www.nadelarc.com](http://www.nadelarc.com)

Dear Katja:

We are requesting a continuance for our project located at the SWC of Folsom and Zinfandel; application number: RC-07-322. Since it may be difficult to allow for enough time for the planning staff and council members to review our minor revisions before the currently scheduled meeting on Monday March 3, 2008, we would appreciate being scheduled for the subsequent meeting on Monday March 17, 2008.

Thank you for your consideration.

Very truly yours,

NADEL RETAIL ARCHITECTS LLP

Jim Connelly, AIA  
Senior Associate  
Architect/Senior Project Director

## MEMORANDUM



**DATE:** March 3, 2008  
**TO:** Honorable Mayor and Council Members  
**FROM:** Reed Flory, Housing Services Administrator  
**SUBJECT:** GENERAL PLAN HOUSING ELEMENT UPDATE

### RECOMMENDATION

Discussion only on the status and schedule for the Housing Element update process.

### RESULT OF RECOMMENDED ACTION

No formal action is required or anticipated.

### BACKGROUND

The City's current housing element was adopted with the general plan in June 2006. The planning period for this update is 2006-2013.

### Housing Element Requirements

Detailed statutory requirements include the following components:

- Housing needs assessment
- Site and inventory analysis to accommodate the Regional Housing Needs Allocation (RHNA)
- Analysis of constraints on housing
- Housing programs
- Quantified objectives

The City's RHNA total for the planning period is 10,395 units:

| Very-low and extremely low income* | Low-income | Moderate-income | Above moderate-income |
|------------------------------------|------------|-----------------|-----------------------|
| 2,107                              | 1,595      | 1,991           | 4,702                 |

\* Projected housing need for extremely low-income households is based on either census data or 50% of the very low-income need.

### Recent changes to housing element laws

AB2511 (2006) – Prohibits the development of any parcel at a lower residential density unless supported by substantial evidence as to the reduction being consistent with the

City's general plan and the remaining sites identified in the housing element are adequate to meet the RHNA requirements.

SB2 (2007) – Requires the identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit.

AB2634 (2006 – Requires quantification and analysis of existing and projected housing needs of extremely low-income households and requires the housing element to include zoning to encourage and facilitate supportive housing and single-room occupancy units.

### **Significant Changes/Progress**

- Zoning code update
- Clarification on the Mixed Income Housing Policy

### **Next Steps**

- City Council – information session, March 3, 2008
- Public participation meeting – March 2008
- City Council endorsement of Draft Housing Element, April 21, 2008
- Draft Housing Element to HCD, April 22, 2008
- Planning Commission Hearing, June 12, 2008
- City Council adoption of Housing Element, July 7, 2008



## MEMORANDUM



**Date:** March 3, 2008  
**To:** Mayor and Council Members  
**From:** Stacy Leitner, Interim City Clerk  
**Subject:** **PLANNING COMMISSIONER AT-LARGE APPOINTMENT**

---

### **RECOMMENDATION**

That Council Members interview the two qualified applicants for this Planning Commission unscheduled vacancy and then appoint one.

### **RESULT OF RECOMMENDED ACTION**

Action on this item will result in Council's appointment of one member of the community who resides outside the City's existing boundary, but within the Cordova Recreation and Park District boundary, to serve on the Planning Commission for the balance of a term to end December 2009.

**ADVANCES GOALS:** 8, 10 and 13

### **BACKGROUND**

On January 24<sup>th</sup> Planning Commissioner Art Smith resigned his seat on the Planning Commission prior to the conclusion of his term ending December 2009. The City noticed this unscheduled vacancy in two local circulations, and posted a notice and application to the City's website. The City Clerk's Department received applications, and from a pool of six applications, two candidates, Terry Dugan and Ross Johnson, were invited to come before Council for an interview on March 3<sup>rd</sup>.

The City Clerk's office notified the remaining candidates that they would be placed in the candidate pool from which Council will make future appointments to the Planning Commission, should it be necessary, as well as appoint for service on ad-hoc advisory committees.

### **ATTACHMENTS**

1. Qualifications Checklist & Interviewer Form – 2008 Planning Commission Applicant.
2. Ross Johnson Application and Resume.
3. Terry Dugan Application and Resume.



Qualifications Checklist & Interviewer Form  
2008 Planning Commission Applicant

1. Name of Applicant:
2. Address:  
  
Within City Boundaries ☐ YES ☐ NO
3. Within Cordova Recreation & Park District ☐ YES ☐ NO  
(for one at large Commissioner)
4. Registered Voter ☐ YES ☐ NO  
Verified w/Sac Co Registrar of Voters
5. Elected or appointed official to another public entity whose jurisdiction  
includes any part of the City? ☐ YES ☐ NO
6. Please describe areas of your background that would assist you as a  
Planning Commissioner, including education, professional experience and  
personal interests:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
7. Please describe what you believe to be the role of a Planning Commissioner  
and why you are interested in serving on the Commission:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
8. Please describe an urban place that you particularly like and explain why you  
think it is a great place:  
  
\_\_\_\_\_



**ATTACHMENT 1**

**Qualifications Checklist & Interviewer Form  
2008 Planning Commission Applicant**

9. What is your philosophy about suggesting changes to a project proposal?

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10. Planning Commission is presented with a project that meets staff approval, development standards and complies with the General Plan. However, the project is unpopular with the surrounding neighborhood. How would you handle?

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**GENERAL NOTES:**

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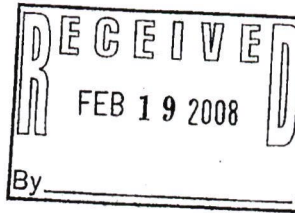
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**POINTS AWARDED THIS CANDIDATE:** \_\_\_\_\_

**INTERVIEWER'S INITIALS:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



**ATTACHMENT 2**

**CITY OF RANCHO CORDOVA**  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

**BOARD, COMMISSION, AND COMMITTEE APPLICATION**Planning Commission

(Please specify which Board, Commission or Committee)

The Rancho Cordova City Council is seeking citizens who wish to serve on City Boards and Commissions established to assist and advise the City Council on specific matters. Please complete this application in full (attach a resume or other information which may assist the Council in making its selection) and file it with the City Clerk.

Name: Ross A. Johnson Home Telephone: [REDACTED]Address: [REDACTED] City: Gold River Zip: 95607Occupation: Certified Public Accountant Years lived in Rancho Cordova 1Employer: Self Employed Work Telephone: [REDACTED]Educational Background/Degrees: See attached resume

List any other boards, commissions or committees on which you have served, and the year(s) of service:  
Vineyard Area Community Planning Advisory Committee 1986-1992, Mather Committee on  
Redevopment, Mather Regional Park Planning Committee, Mather Lake Rotary Park  
Development Committee

Organizations to which you belong (professional, technical, community, services):  
See attached resume

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary).  
See attached statement

Are you available for meetings in the daytime Yes ?

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I understand that any or all information on this form may be verified. I understand and agree that this document is a public record subject to disclosure under the Public Records Act.

Signature: [Signature] Date: Feb 19, 2008

The City of Rancho Cordova advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

**ATTACHMENT 2**

**RETURN THIS FORM TO:**

**CITY CLERK, CITY OF RANCHO CORDOVA, 2729 PROSPECT PARK DRIVE, RANCHO CORDOVA, CA 95670**  
**For information call (916) 851-8720**

## ATTACHMENT 2

### ROSS A. JOHNSON RESUME

#### Work Experience

October 1987 - Present

Financial Services - Provide financial planning services through the recommendation and implementation of financial plans by selection of insurance and financial products.

March 1986 - Present

Real Estate Broker - Ross Johnson Realty. Real estate brokerage involving commercial and residential real property.

May 1981 - Present

CPA - Self-employed accountant - Ross A. Johnson & Co. Supervised staff in tax planning, accounting and tax services. Provide management advisory services for small businesses.

October 1979 - April 1981

CPA - Audit Partner, Felion and Johnson accountants, Certified Public Accountants. Responsible for all audit, management advisory services, and accounting engagements. Supervised 8 staff personnel. Provided tax and expert witness services to general public, especially in the areas of partnership and marital dissolutions.

December 1978 - September 1979

CPA - Self-employed. Manage CPA firm, provide audit, accounting and tax services to general public.

October 1975 - November 1978

Auditor - U.S. Department of Health, Education and Welfare Audit Agency. Responsible for supervision of audits requiring the writing of audit programs and plans, use of statistical sampling, computer audits, and advance audit techniques.



## ATTACHMENT 2

May 1974 - September 1975

Operating Accountant - Sacramento Army Depot. Supervise 10 personnel in the management of Army revolving funds through the use of computerized accounting system.

November 1972 - April 1974

Accountant - John E. Ehlmann, CPA. Senior accountant responsible for taxes, audit and accounting services.

November 1971 - November 1972

Accountant - C.S. Nicolas & Co., CPAs. Junior accountant.

### Military Experience

Retired Colonel, California Army National Guard with Honorary promotion to Brigadier General. Prior experience includes: Chief of Staff, 175th Medical Brigade, Medical and Engineer Units Commander, Supply Officer, Medical Supply Officer, Plans Officer, Post Engineer and Adjutant. Vietnam Veteran. Numerous awards to include Legion of Merit and Bronze Star.

### Military Education

Military education includes: Engineer Officer Advanced Course, Medical Services Officer Advanced Course, and U.S. Army Command and General Staff College.

### Civilian Education

MBA Golden Gate University - 1981  
BS California State University,  
Sacramento -1972  
AA Sacramento City College - 1970

### Credentials

Certified Public Accountant - California - 1974  
Standard Designated Teaching Credential -  
California - 1976  
Real Estate Broker - California - 1986  
Securities License - Series 7,6,63,22 -1987  
Insurance License - California - 1987  
Registered Investment Advisor Agent - 1989  
Certified Business Opportunity Appraiser - 1988

## ATTACHMENT 2

### Professional

California Society of CPAs  
Society of California Accountants  
National Association of Realtors  
California Association of Realtors  
Society of Certified Business Opportunity  
Appraisers

### Social and Civic Memberships

Association of United States Army  
National Guard Association of United States  
National Guard Association of California  
- Past Executive Council Member  
Knights of Columbus - Past Grand Knight  
Rancho Cordova Rotary - Past President  
Rancho Cordova Chamber of Commerce - Past  
President  
Rancho Cordova Rotary Charitable Foundation -  
President  
Disabled American Veterans  
Veterans of Foreign Wars  
Vineyard Area Community Planning Advisory  
Committee - 1986 to 1992  
Mather Regional Park Planning Committee  
Mather Lake - Rotary Park Development Committee  
Mather Committee on Redevelopment

### Family

Married to Sandra D. Blacklock, PhD. for 38  
years. We have three children and two grand  
children.

Ross A. Johnson  
Statement in Support of Planner Commissioner Vacancy

My wife Sandy and I have recently moved our residence to Gold River, CA which makes me eligible for consideration. My family has been members of the Rancho Cordova community since 1957. My business has been located in Rancho Cordova since 1979.

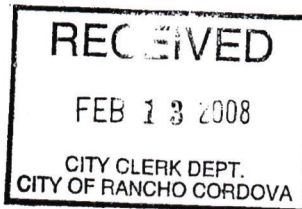
As a member of the community, I have served as President of both the Rancho Cordova Chamber of Commerce and the Rotary Club of Rancho Cordova and presently President of the Rancho Cordova Rotary Club Charitable Foundation. These organizations have provided me insight into the community and its governmental agencies.

My planning experience includes serving as a member of the Vineyard Area Community Planning Advisory Committee and the Mather Committee on Redevelopment. I was appointed as part of the citizens advisory to help develop the master plan for Mather Regional Park and served on the initial Board of Directors of Friends of Mather Park. I have chaired, since 1995, the Mather Lake Rotary Recreation Area committee for development of a recreation area in Mather Regional Park.

Most recently, my wife and I carried a tentative subdivision map on our home in Elk Grove through the Sacramento County planning process. This resulted in the approval of a tentative vested subdivision map and a rezone of our property.

I believe my experiences provide me the knowledge and insight into the community planning process. As a long time member of the community, the at large commissioner position would allow me to continue to serve Rancho Cordova.





ATTACHMENT 3

CITY OF RANCHO CORDOVA  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

## BOARD, COMMISSION, AND COMMITTEE APPLICATION

Planning Commission

(Please specify which Board, Commission or Committee)

The Rancho Cordova City Council is seeking citizens who wish to serve on City Boards and Commissions established to assist and advise the City Council on specific matters. Please complete this application in full (attach a resume or other information which may assist the Council in making its selection) and file it with the City Clerk.

Name: Terrence "Terry" Dugan

Home Telephone: [REDACTED]

Address: [REDACTED]

City: Sacramento

Zip: 95826

Occupation: Retired

Years lived in Rancho Cordova 0, but 33 years in Rosemont

Employer: (former) League of Calif. Cities (34 years)

Work Telephone: [REDACTED]

Educational Background/Degrees: BA Political Science, University of San Francisco; MPA Golden Gate University;

Certified Association Executive (CAE), American Society of Association Executives;

Extensive continuing education in municipal issues, management, planning, leadership, and training; taught Board & Commission Staffing workshop for UOP's Eberhardt School of Management; taught Government-Community Relations in MPA program for National University

List any other boards, commissions or committees on which you have served, and the year(s) of service:

Sacramento County Civil Service Commission 1991-99; Cordova Planning Advisory Commission 1978-82(?);

California Association of Leadership Programs Board 1999-2004; Continuing Education for Public Officials Board - 1985-2000

Organizations to which you belong (professional, technical, community, services):

California Society of Assn. Executive & American Society of Assn. Executives;

Rosemont Community Association officer & board member (1977-82 & 2006-present);

Center for Youth Citizenship - officer & board member 1987-present; Leadership Sacramento 1994-95

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary).

See attached page

Are you available for meetings in the daytime Yes ?

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I understand that any or all information on this form may be verified. I understand and agree that this document is a public record subject to disclosure under the Public Records Act.

Signature: [REDACTED]

Date: 2/11/08

The City of Rancho Cordova advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:

CITY CLERK, CITY OF RANCHO CORDOVA, 2729 PROSPECT PARK DRIVE, RANCHO CORDOVA, CA 95670  
For information call (916) 851-8720

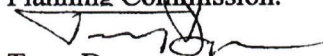
### ATTACHMENT 3

Having worked with all California city officials including city planners, and produced professional educational programs for them for some 33 years while staff with the League of California Cities. I have a broad knowledge of municipal issues and planning processes. Additionally, having served on CORPAC in the early 80's, I developed a good sense of the nature and future of the greater Rancho Cordova area. During that time we were successful in instituting a number of the land use planning conditions that help provide Rancho Cordova today with some of its more attractive features such as roadway and commercial area landscaping, attractive housing, and improved transportation infrastructure

I have been a Rosemont resident for 33 years, and have served twice on the Rosemont Community Association board, including service as vice president and president. In those roles I have gained a broad familiarity with local issues and have a strong commitment to seeing the greater Cordova area thrive. I have a particular affinity for the Rosemont area, both as a part of the Cordova Recreation and Park District and as an unincorporated area between the cities of Rancho Cordova and Sacramento. I also recognize its special relationship with both cities, as well as with the County and several other public agencies. I believe the future of both cities and Rosemont are interdependent. Regardless of whether Rosemont ever annexes to a city, its residents and economy are intertwined with both cities, and their planning, as well as other public services, needs to be sensitive to that reality.

I believe it is commendable that Rancho Cordova has created a seat on its Planning Commission for a resident of the CRPD from outside the city limits. Clearly, the District's obligations extend to all of its area, although it will be drawn to give particular attention and service to its area with the city limits. Having a representative on the Planning Commission from that unincorporated District area is a wise service to the city and to all District residents

As a long time resident of the area, with a deep commitment to strong, safe, vital communities, I believe my experience would be valuable asset on the Rancho Cordova Planning Commission.

  
Terry Dugan



## MEMORANDUM



**DATE:** March 3, 2008

**TO:** Honorable Mayor and Council Members

**FROM:** Cyrus Abhar, Public Works Director  
Steve Harriman, Integrated Waste Manager

**SUBJECT:** RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH FAIR OAKS CEMETERY DISTRICT FOR CEMETERY SERVICES AT KILGORE CEMETERY

---

### RECOMMENDATION

Approve Resolution No. 19-2008.

### RESULT OF RECOMMENDED ACTION

Adoption of **Resolution No. 19-2008 (Attachment 2)** will allow the City Manager to execute the Agreement with the Fair Oaks Cemetery District ("FOCD"). This action will allow Rancho Cordova residents and non-residents to begin purchasing burial spaces at the Kilgore Cemetery.

### BACKGROUND

1. Proposed Agreement Summary: Staff have worked closely with the Fair Oaks Cemetery District ("FOCD") to develop an Agreement (Exhibit A to Attachment 2) for the operation of the Kilgore Cemetery. The following provides a summary of the proposed Agreement:

- a. Execution of Burial Agreements: the proposed Agreement allows the FOCD to administer the sale of burial services at the Kilgore Cemetery on behalf of the City. FOCD staff will meet with interested parties and review the options available at the Kilgore Cemetery. If necessary, FOCD staff will tour the Kilgore Cemetery with the interested parties to view the burial and niche wall options available. Finally, the FOCD staff will execute a Burial Agreement and forward a copy to the City. Exhibit A to the proposed Agreement includes a summary of the FOCD Scope of Services.
- b. Term: the proposed Agreement term is one (1) year. The agreement may be extended upon mutual agreement of the City and the FOCD for a period not to exceed five (5) years.
- c. Compensation for Sales and Recordkeeping Services: the proposed Agreement provides compensation in the amount of \$100 to FOCD to execute a burial agreement and complete the necessary certificates and documentation.



- d. Compensation for Burial Services: the proposed Agreement provides the following compensation to FOCD for burial services:

\$250 for cremation niche inurnment services (Mon thru Friday)

\$750 for cremation niche inurnment services (Saturday)

\$550 for existing family plot inurnment services (Mon thru Friday)

\$1,650 for existing family plot inurnment services (Saturday)

\$750 for existing family plot casket interment services (Mon thru Friday)

\$2,250 for existing family plot casket interment services (Saturday)

- e. Customer Fee Schedule: **Attachment 1** includes the proposed Customer Fee Schedule for residents and non-residents wishing to purchase burial services at the Kilgore Cemetery. An account has been established at City Hall to deposit Kilgore burial fees. The FOCD will therefore direct customers to City Hall to pay the burial fees prior to the execution of a burial agreement.

Please note that the proposed fees are not sufficient to cover the current and projected maintenance costs of the site and repayment to the General Fund of construction costs incurred during the restoration of the Cemetery.

- f. Current Burial Services Available: the following burial services are currently available at the Kilgore Cemetery:

- Cremation inurnment in the niche wall
- Cremation burial in an existing family plot
- Casket burial in an existing family plot

2. Specific Niche Wall Issues: The following provides a status update of several issues relating to the sale of niche wall spaces upon execution of the proposed Agreement:

- a. Niche Tile Engraving Policy: the City must establish an engraving policy for the niche wall tiles. A prototype will be presented at the Council meeting for discussion of the engraving policy. Issues for discussion include the following:

- Scroll plated versus engraving
- Photos and/or religious symbols
- Foreign language symbols

- b. Kilgore Information Package: staff are in the process of developing an information package for distribution to interested parties. The package will include a cover letter, Kilgore history, burial options and prices, a "to-do" list, contact information for FOCD, a Kilgore burial certificate, etc.

- c. Site Security: staff are working with the FOCD on security of the Kilgore site, including security plates for the niche wall, a programmable locking gate at the site entrance, and fake security cameras to deter criminal activity. These items will be implemented prior to the sale of niche wall spaces.

- d. CemSafe Software: the City will purchase a version of CemSafe software to track burial information. A server will be designated at City Hall, and the FOCD will be given access to the server to update burial information. The software and server will be ordered upon final execution of the Agreement.

3. Status of New Burial Plots: the long-range plan is to sell burial plots at the Cemetery site by mid to late 2009. The following provides a status summary of the development of new burial plots on the site:

- a. Underground Survey: the first step in the development of new burial plots is to perform an underground survey to identify unmarked human remains on the site. The field portion of this work was completed on February 5, and the findings will be submitted shortly. If unmarked human remains are discovered, the Public Works Department will work with the appropriate agencies to address the issue.
- b. Site Design: the Public Works Department will engage a landscape architecture and/or engineering firm to assist with the design and layout of the burial plots.
- c. Construction of Burial Vaults: once the site design is finalized, burial vaults will be installed according to the design specifications. Upon completion of the design of construction of burial vaults, the City can begin selling burial plots.

### **FISCAL IMPACT**

The sale of burial spaces on the niche wall and in existing family plots will generate funding for the City to partially fund on-going operation and maintenance costs at the Cemetery facility. However, as noted above it is anticipated that the revenues will not be sufficient to fully cover on-going O&M costs and repay the General Fund for the site restoration project.

### **ATTACHMENTS**

1. Proposed Customer Fee Schedule
2. Resolution No. 11-2008, including Exhibit A – Contract 01-2008

**City of Rancho Cordova  
Kilgore Cemetery  
Customer Fee Schedule**

|                                       | <b>Resident *</b>                                                           | <b>Eligible<br/>Non-Resident</b> |
|---------------------------------------|-----------------------------------------------------------------------------|----------------------------------|
| Niche Endowment                       | \$ 500                                                                      | \$ 625                           |
| Niche Purchase                        |                                                                             |                                  |
| Row 1                                 | \$ 1,900                                                                    | \$ 2,375                         |
| Row 2                                 | \$ 2,100                                                                    | \$ 2,625                         |
| Row 3                                 | \$ 2,650                                                                    | \$ 3,313                         |
| Row 4                                 | \$ 2,100                                                                    | \$ 2,625                         |
| Row 5                                 | \$ 1,900                                                                    | \$ 2,375                         |
| Niche Face Engraving                  | <i>Paid directly by customer to engraver<br/>included in niche purchase</i> |                                  |
| Urn                                   |                                                                             |                                  |
| Niche Inurnment (Monday thru Friday)  | \$ 300                                                                      | \$ 375                           |
| Niche Inurnment (Saturday)            | \$ 900                                                                      | \$ 1,125                         |
| Hourly Late Fee                       | \$ 200                                                                      | \$ 250                           |
| Transfer Fee                          | \$ 200                                                                      | \$ 250                           |
| Plot Inurnment (Monday thru Friday)** | \$ 600                                                                      | \$ 750                           |
| Plot Inurnment (Saturday)**           | \$ 1,800                                                                    | \$ 2,250                         |
| Plot Interment (Monday thru Friday)** | \$ 800                                                                      | \$ 1,000                         |
| Plot Interment (Saturday)**           | \$ 2,400                                                                    | \$ 3,000                         |
| Hourly Late Fee                       | \$ 200                                                                      | \$ 250                           |

\* Resident means any resident or property taxpayer of the City of Rancho Cordova

\*\*Fee schedule for plots pertains only to the historic area in which plots are already owned. No additional plots are available for purchase at this time.



CITY OF RANCHO CORDOVA

RESOLUTION NO. 19-2008

**A RESOLUTION OF THE CITY OF RANCHO CORDOVA  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTING SERVICES  
AGREEMENT WITH FAIR OAKS CEMETERY DISTRICT FOR CEMETERY SERVICES  
AT KILGORE CEMETERY**

**WHEREAS**, the Kilgore Cemetery is an important historical resource in the Rancho Cordova community;

**WHEREAS**, the City wishes to begin selling burial spaces at the Kilgore Cemetery for both residents and non-residents of the City;

**WHEREAS**, City Staff have developed a Consulting Services Agreement with the Fair Oaks Cemetery District for the on-going management and administration of the sale of burial spaces at the Kilgore Cemetery; and

**WHEREAS**, the Fair Oaks Cemetery District has significant experience and knowledge in the areas of cemetery sales and management.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA** that the Council authorizes the City Manager to execute a contract with Fair Oaks Cemetery District, attached as **Exhibit A**, in a form approved by the City Attorney.

**PASSED AND ADOPTED** by the City Council on the 3<sup>rd</sup> day of March, 2008 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, Interim City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF RANCHO CORDOVA AND THE FAIR OAKS CEMETERY DISTRICT  
FOR CEMETERY SERVICES AT KILGORE CEMETERY**

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and the FAIR OAKS CEMETERY DISTRICT ("Consultant") as of March 3, 2008.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work & Compensation 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 date first noted above and shall end one year from the begin date. The term may be extended for a period not-to-exceed five (5) years upon mutual Agreement of City and Consultant. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant 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 Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant 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 Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed amount listed in Exhibit A for services rendered, as appropriate, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



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

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

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

**2.2 Payment.** City shall make 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 Consultant.

**2.3 Final Payment.** City may pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Fees.** Fees for work performed by Consultant shall not exceed the amounts shown on the fee schedule set forth in Exhibit A.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

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

insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

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

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

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.



- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

**4.3 Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for any licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

**4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and



expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### 4.4 **All Policies Requirements.**

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

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

**4.4.4 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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



**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant 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. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.



- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, 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 Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

Consultant may cancel this Agreement upon **45** days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written

approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit,



and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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



Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

**10.9 Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). Contractor agrees to recommending procedural changes on a dynamic basis for provision of best customer services. The City Manager will determine if the procedural changes are substantive enough to warrant a contract amendment. All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Ray Young, District Manager  
Fair Oaks Cemetery District  
7780 Olive Street  
Fair Oaks, California 95628

Any written notice to City shall be sent to:

City of Rancho Cordova  
Attention: City Manager  
2729 Prospect Park Drive  
Rancho Cordova, California 95670

**10.12 Integration.** This Agreement, including the scope of work and compensation schedule attached hereto and incorporated herein as Exhibit A and the Kilgore Cemetery Fee Schedule & Kilgore Cemetery Rules & Regulations incorporated herein as Exhibit B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**10.13 IRS Form W-9.** Consultant shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

**CITY OF RANCHO CORDOVA**

**FAIR OAKS CEMETERY DISTRICT**

\_\_\_\_\_  
**Ted A. Gaebler, City Manager**

\_\_\_\_\_  
**Ray Young, District Manager**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Stacy Leitner, Interim City Clerk**

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
**Adam Lindgren, City Attorney**

Date: \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **CEMETERY SALES & RECORDKEEPING SERVICES FOR KILGORE CEMETERY**

Consultant shall provide the following sales & recordkeeping services for the Kilgore Cemetery:

1. Meet with interested party(ies) at Fair Oaks Cemetery District offices
2. Travel to Kilgore Cemetery to show available niche wall space and/or coordinate plot burial for existing family plots
3. Return to Fair Oaks Cemetery District offices
4. Complete Service Arrangement/Interment Order; this includes coordination of burial with mortuary
5. Enter selection into CemServ database residing on City's server. At the contractor's request, the City agrees to granting contractor sole database change authority to Fair Oaks Cemetery District's authorized personnel, unless and until this contract language is amended.
6. Enter receipt information in Cash Receipts Journal; cash handling process to be determined by City Finance Department
7. Record niche wall or family plot sold from inventory in CemServ database residing on City's server
8. Issue Burial Certificate
9. Complete Month-End Report submit to City to include number of contacts, number of sales, and explanation of no sale.

#### **COMPENSATION FOR SALES & RECORDKEEPING SERVICES**

Consultant shall perform the relevant sales and recordkeeping services described above, as appropriate to party's interest at time of appointment, for flat fee of \$100.00 per occurrence.

#### **BURIAL SERVICES FOR KILGORE CEMETERY**

Consultant shall provide the following burial-related services:

10. Cremation niche inurnment – Open & close niche, set up chairs, tents, etc., place temporary marker, and arrange for sandblasting and painting of permanent markers.
11. Existing family plot inurnment – Open & close grave, set up chairs, tents, etc., place temporary marker, install marker
12. Casket interment – Open & close grave, provide greens & lowering device, set up chairs, tents, etc., place temporary marker, install marker with flower vase

#### **COMPENSATION FOR BURIAL SERVICES**

Consultant compensation for burial services is as follows:

- \$250.00 for cremation niche inurnment services (Monday thru Friday)
- \$750.00 for cremation niche inurnment services (Saturday)
- \$550.00 for existing family plot inurnment services (Monday thru Friday)
- \$1,650.00 for existing family plot inurnment services (Saturday)
- \$750.00 for existing family plot casket interment services (Monday thru Friday)
- \$2,250.00 for existing family plot casket interment services (Saturday)

EXHIBIT B

KILGORE CEMETERY RULES & REGULATIONS

&

KILGORE CEMETERY FEE SCHEDULE



# **KILGORE CEMETERY**

## **RULES AND REGULATIONS**

- 1) The City Cemetery grounds shall be open between 8:00 a.m. and 5:00 p.m. during the months of October, November, December, January, February and March, and between 8:00 a.m. and 7:00 p.m. during all other months, unless specifically authorized by the Cemetery Manager.
- 2) Only persons may be interred at Kilgore Cemetery.
- 3) Persons directly related to decedents residing in the historical area of Kilgore Cemetery may be interred in plots within the historical area of Kilgore Cemetery. The historical area is defined as all burial plots within Rows E, F, G and H.
- 4) All persons who are residents or family members thereof and described in detail in Ordinance No. 09-2007, or property taxpayers of the City of Rancho Cordova, may be interred in the non-historical plots at Kilgore Cemetery defined as Rows A, B and D or niche wall.
- 5) No interment may be made or other services rendered, including stone setting, until all charges for plots and services and the endowment care fund deposit have been paid in full and a Burial Rights Agreement has been issued and signed by the Cemetery Manager or their designee. A copy of all fees and charges can be obtained from Kilgore Cemetery staff.
- 6) A 'Permit for Disposition of Human Remains' must, in all cases, accompany the body to the cemetery. A FAX copy of the permit shall be accepted, with the original received within five (5) working days.
- 7) A minimum of twenty-four (24) hours notice shall be given for an interment, disinterment or for the cancellation of a previously scheduled service. An additional opening and closing fee shall be charged to the party who scheduled a funeral if notification of a cancellation is not received by Kilgore Cemetery staff twenty-four (24) hours prior to scheduled time of service.
- 8) No interment shall be made on Saturday, Sunday, or a City of Rancho Cordova recognized holiday unless the interment is ordered by a public health officer or the cemetery staff and the mortician agrees an extreme emergency exists. Interments on Saturday, Sunday or City of Rancho Cordova recognized holiday shall be charged a fee equal to three times the standard fee for services. Interments shall occur only between 9:00 a.m. and 3:00 p.m. Only one interment may occur in the AM hours and one in the PM hours.

- 9) A combination of four (4) burials may take place in each grave (one full burial and three cremains, or two burials and two cremains). Double burials in one grave shall be one above the other.
- 10) The remains or cremains of the deceased shall be brought to the Kilgore Cemetery in a closed casket, urn, or other approved container. No casket shall be opened at Kilgore Cemetery before, during or following a service without permission of all members of the deceased's family who are present and then only under the direct supervision of the funeral director in charge.
- 11) A minimum container of cloth covered wood casket with handles is required for all interments except cremated remains.
- 12) Caskets shall be used for all burials. Caskets shall be placed in the concrete vaults contained within the burial plot.
- 13) An urn for all cremation burials will be provided by the Kilgore Cemetery. If residents wish to use an alternate urn, it must be pre-approved by the Kilgore Cemetery.
- 14) Niche urns shall be used for all cremation remains placed within the niche wall. No other urn may be placed within the niche wall. Niche urns shall be of non-biodegradable material. Metal, concrete, stone, ceramic or plastic are examples of acceptable materials. Wood, paper, and plant materials are examples of non-acceptable materials.
- 15) Niche wall engraving shall be in scroll format and performed by cemetery staff or their contractor in a prescribed font type, color and size. Engraving shall consist only of the deceased name, date of birth and date of death.
- 16) The opening or closing of a grave or the placement of any marker, plant, tree, or any other ornament or device shall be made by a Kilgore Cemetery staff member excepting natural and artificial flowers placed by a family member directly on the grave site of their relative. Please see 'Flower Regulations'.
- 17) The Kilgore Cemetery staff has the right to refuse any interment product that in their opinion does not meet these requirements.
- 18) Kilgore Cemetery reserves the right when necessity or the best interest of the cemetery demand, to remove and reinter bodies that may have been interred, keeping accurate records of such relocation, and whenever possible, notifying the purchaser before the relocation is made.



## CARE OF CEMETERY GRAVES AND GROUNDS

- 1) Cemetery staff may accept or reject donations for beautification of Kilgore Cemetery including plants, monuments and benches; however selection and placement of all plants, monuments and benches shall be made under the direction of the cemetery staff.
- 2) Contract services for the care and upkeep of private plots in the City Cemetery is allowed with the approval of the Cemetery Manager or their designee. The Burial Rights holder must provide the Cemetery Manager, or their designee, a list, to be updated with any changes, designating the plot(s) for which the contract services shall be provided and the name and address of the party, or parties, authorized to provide contract services to each designated plot.
- 3) No person shall gather flowers or disturb plants in any way on any plot or gravesite of which they are not the owner. No person shall disturb plants in any part of the Kilgore Cemetery property.
- 4) No person shall trespass on any plot or gravesite for which they do not hold the Burial Right. All persons, other than Burial Right holders, shall confine themselves to the roads, paths and other public places provided for public use within Kilgore Cemetery.
- 5) Artificial or natural flowers shall be placed only in vases provided by cemetery staff in the marker foundation. Flowers in such containers shall be removed and disposed of, if in the opinion of the cemetery staff they become unsightly. See Flower Regulations.
- 6) All graves shall be level with the surrounding lot when fully settled.
- 7) If any plant situated on any plot or gravesite becomes detrimental or unsightly to adjacent plots, paths or streets of the cemetery grounds, the cemetery staff or their contractor under direction shall enter upon the plot or gravesite and remove or trim such plant as deemed necessary in their opinion.
- 8) No person shall:
  - a) Plant any tree, shrub, plant, or flower on the grounds of the Kilgore Cemetery without prior approval from the Cemetery Manager. This subsection does not prohibit the placement of cut, artificial, or potted flowers within the flower vase contained upon interment site;
  - b) Cut, break, pluck, remove, or in any manner destroy or injure any tree, shrub, plant, or flower within the City Cemetery grounds without prior approval from the Cemetery Manager. This section does not prohibit the removal of weeds and dead vegetation by an authorized city employee, a person or business entity that has received approval as provided in item (2) of this section, or an owner of a plot, in the course of providing care and upkeep of plots;



- c) Enter the City Cemetery grounds between 5:00 p.m. and 8:00 a.m. of the following day during the months of October, November, December, January, February and March or between 7:00 p.m. and 8:00 a.m. of the following day during all other months, unless specifically authorized to do so by the Cemetery Manager;
- d) Loiter on the grounds of the City Cemetery. As used in this section, loitering means and includes entering and remaining on the grounds of the City Cemetery without lawful business thereon and under such circumstances that a reasonable person would conclude that the person who has entered and remains on the grounds of the City Cemetery does not have a purpose connected with the lawful and ordinary use of the City Cemetery, does not have a bona fide intent to exercise a constitutional right, and is causing public inconvenience and annoyance;
- e) Deposit rubbish, grass clippings, shrub clippings or other similar materials or substances on the grounds of the City Cemetery, without prior written permission of the Cemetery Manager. This subsection does not prohibit the placement of cut, artificial, or potted flowers upon a grave;
- f) No person shall burn any material within Kilgore Cemetery;
- g) Operate or use on the grounds of the City Cemetery any motorized vehicle as defined in the California Vehicle Code in the following ways:
  - i) Driving faster than the posted speed limit;
  - ii) Sounding the horn of any vehicle or leaving engines running in a parked car that in any way interferes or causes any disturbance or noise during funerals;
  - iii) Operating or parking any vehicle, except upon areas designated for such use, unless expressly permitted in writing by the Cemetery Manager. The Cemetery Manager is authorized to tow vehicles that violate this subsection. This subsection shall not apply to city employees on official business;
  - iv) Operating a motorcycle on the grounds of the City Cemetery in a malicious or disruptive manner;
- h) Bring any domesticated pet or animal to the City Cemetery unless it is leashed. Pet owners shall remove any and all pet droppings from the City Cemetery grounds;
- i) Smoke while on the grounds of the City Cemetery, unless in a smoking area designated by the Cemetery Manager;
- j) Fail to supervise children who accompany that person to the City Cemetery. No children shall be admitted unless accompanied by an adult who shall be responsible for their conduct;

- k) Possess any open alcoholic beverage container or consume any alcoholic beverage on the grounds of the City Cemetery, except at an organized event that has received prior written approval for the possession of alcoholic beverages from the Cemetery Manager; and further provided that the organizers of the event are in compliance with all state alcohol licensing requirements;
  - l) Intentionally remove, break, injure, deface, alter, damage or disturb any structure or item on City Cemetery grounds, including but not limited to a tombstone, gravestone, monument, stake, marker, fence, post rail, curb, or wall;
  - m) Dispose of, within the City Cemetery, trash or garbage accumulated outside of the City Cemetery. Further, no person shall dispose of trash accumulated within the City Cemetery other than in designated areas or receptacles provided for that purpose;
  - n) Engage in stone rubbing without prior written approval from the Cemetery Manager. For purposes of this section, the term “stone rubbing” means the act of obtaining an impression on a piece of paper or other material by sliding a pencil or other object against it while it is placed upon a monument, tombstone, or gravestone;
  - o) Engage in the sale of food or beverages within the City Cemetery without prior written approval from the Cemetery Manager.
- 9) The Cemetery Manager shall clear weeds, debris, flowers or floral pieces, or other items from any owned plot or niche on the grounds of the Kilgore Cemetery that, in the Cemetery Manager’s opinion, is not being maintained or otherwise properly cleared. In addition, the Cemetery Manager shall abate safety concerns by repairing or removing monuments, tombstones, retaining walls and other structures that, in the Cemetery Manager’s opinion, are not being maintained or have been abandoned.
- 10) The Cemetery Manager is authorized to enter into a contract or contract(s) for the maintenance of the cemetery, or any part of it, in conformance with City policy and State law.

## **FLOWER REGULATIONS**

- 1) Natural flowers may be planted, or placed within a separate pot, within the cemetery vase contained within each marker site. No other planting shall be allowed in a cemetery vase. A cemetery vase shall be placed within the marker concrete apron by cemetery staff within each gravesite. Cemetery staff shall not be responsible for maintenance of flowers or potted flowering plants.
- 2) Artificial or natural flowers, or flowering plants, will be removed and discarded by cemetery staff if in the opinion of cemetery staff they become faded, discolored or deteriorated.



- 3) Artificial or natural wreaths are not allowed on graves, within niche wall areas, or other portions of the City Cemetery except during the burial service, at Christmas time (December 15 to January 1) and the week of Memorial Day.
- 4) No person shall place any material in cemetery vases except flowers or a flag. See Flag Regulations.
- 5) No person shall place statues, toys, boxes, globes, shells, cans, jugs, bottles, or other items of any description or any unauthorized object on any grave except as specifically allowed by these regulations.

### **FLAG REGULATIONS**

- 1) Only one flag shall be permitted per grave site. The flag shall be located within the flower vase.
- 2) The flag and flag staff shall be no more than eighteen (18) inches in height.

### **MEMORIAL MARKER, MONUMENTS AND BENCH REGULATIONS**

- 1) All markers will be installed by cemetery staff or their contractor.
- 2) Only professionally manufactured markers of granite, marble, or bronze will be acceptable for placement in Kilgore Cemetery.
- 3) A flower/flag container manufactured for cemetery use shall be provided within the marker concrete apron area by cemetery staff or their contractor with placement of the marker.
- 4) Marker sizes:
  - a) Single interment or double interment in single grave – 12” x 24”
  - b) Double marker for two single side by side graves – 12” x 48”. An exception to the marker size for two side by side graves shall be that of a government issued standard size marker that includes the names of both husband and wife. This marker will be centered between side by side plots, if used or in the middle of a single plot and will be placed in a concrete border that normally accommodates a 12” x 48” marker.
  - c) Cremation or infant grave – 12” x 24”
- 5) Granite and marble markers shall be a minimum of 3” thick.
- 6) Bronze plaque markers shall be 4” x 9” except for government issued standard size bronze marker plaques which are 5 ½” x 8 ½”. Bronze plaques shall be at least ¼” thick but no more than ½” thick.



- 7) All markers shall be flat. Lettering, emblems, pictures, borders or other design raised more than 1/8" above the marker surface shall not be accepted.
- 8) All markers and plaques shall include bolts and studs as normally provided by the manufacturer.
- 9) Niche plaques shall be of bronze and in scroll format. Single niche plaques shall be 21/8" x 51/2". Only single niche plaques shall be used.
- 10) If a burial rights holder wishes to have installed a marker other than allowed in these regulations, or a raised marker within areas of the cemetery where various above ground markers have been used in past years, they may apply to the City of Rancho Cordova in writing describing in detail the proposed marker and shall not have installed any such non-conforming marker without prior written approval of the City.
- 11) Interments and routine maintenance take priority over marker placement. Markers will be placed on a time permitting basis and will be set in the order they are received at the cemetery.
- 12) Markers will not be set until all cemetery charges have been paid in full.
- 13) Bench sites have been designated on the cemetery site map. For more information regarding the availability and authorization for placement on site locations, contact cemetery staff.
- 14) The City shall determine bench size. Only professional manufactured benches of granite, marble, concrete or other Cemetery Manager approved material will be acceptable.
- 15) Kilgore Cemetery, the City of Rancho Cordova and staff are not responsible or liable for damage, theft, vandalism, or deterioration of markers, monuments, vases, bases or benches.

## **PUBLICATION AND CONTRACTS**

- 1) The Cemetery Manager shall prepare a list summarizing these rules and make it available at City Hall for public access and review. At the discretion of the Cemetery Manager, a sign or signs listing some or all of these rules and regulations may be posted at the City Cemetery. These rules and regulations may be modified from time to time.
- 2) The Cemetery Manager is authorized to enter into a contract or contract(s) for the maintenance of the cemetery, or any part of it, in conformance with City policy and State law.

**City of Rancho Cordova  
Kilgore Cemetery  
Customer Fee Schedule**

|                                       | <b>Resident *</b>                                                           | <b>Eligible Non-Resident</b> |
|---------------------------------------|-----------------------------------------------------------------------------|------------------------------|
| Niche Endowment                       | \$ 500                                                                      | \$ 625                       |
| Niche Purchase                        |                                                                             |                              |
| Row 1                                 | \$ 1,900                                                                    | \$ 2,375                     |
| Row 2                                 | \$ 2,100                                                                    | \$ 2,625                     |
| Row 3                                 | \$ 2,650                                                                    | \$ 3,313                     |
| Row 4                                 | \$ 2,100                                                                    | \$ 2,625                     |
| Row 5                                 | \$ 1,900                                                                    | \$ 2,375                     |
| Niche Face Engraving                  | <i>Paid directly by customer to engraver<br/>included in niche purchase</i> |                              |
| Urn                                   |                                                                             |                              |
| Niche Inurnment (Monday thru Friday)  | \$ 300                                                                      | \$ 375                       |
| Niche Inurnment (Saturday)            | \$ 900                                                                      | \$ 1,125                     |
| Hourly Late Fee                       | \$ 200                                                                      | \$ 250                       |
| Transfer Fee                          | \$ 200                                                                      | \$ 250                       |
| Plot Inurnment (Monday thru Friday)** | \$ 600                                                                      | \$ 750                       |
| Plot Inurnment (Saturday)**           | \$ 1,800                                                                    | \$ 2,250                     |
| Plot Interment (Monday thru Friday)** | \$ 800                                                                      | \$ 1,000                     |
| Plot Interment (Saturday)**           | \$ 2,400                                                                    | \$ 3,000                     |
| Hourly Late Fee                       | \$ 200                                                                      | \$ 250                       |

\* Resident means any resident or property taxpayer of the City of Rancho Cordova

\*\*Fee schedule for plots pertains only to the historic area in which plots are already owned. No additional plots are available for purchase at this time.



## MEMORANDUM



**DATE:** March 3, 2008  
**TO:** Honorable Mayor and Council Members  
**FROM:** Diane Snyder, CDBG & Housing Analyst  
**SUBJECT:** Community Development Block Grant (CDBG)

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### RECOMMENDATION

This is information only. No recommendations are made.

### RESULT OF RECOMMENDED ACTION

No action is requested or anticipated.

### BACKGROUND

The CDBG program released a Request for Proposals (RFP) on January 28, 2008. The RFP announced the availability of approximately \$682,702 in CDBG funds for the 2008-2009 program year. Applications were due February 28, 2008.

### Applications Received

The City received a total of seven complete applications from non-profit organizations. The following information is provided for information only and does not constitute a recommendation for funding or a representation of eligibility for CDBG funding. This list does not include internal (City Department) applications.

The City may utilize up to \$102,405 of the CDBG funds for public service activities. The following proposals requesting a total of \$258,751 for public service activities have been received:

- |                                                                                 |                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Applicant:</b><br>Activity:<br><br>Amount Requested:<br>Previous Funding: | <b>The Center for Human Rights Law and Advocacy</b><br>Provide advice regarding tenant/landlord laws, investigate housing discrimination complaints, conduct public forums on fair housing issues and distribute fair housing publications.<br>\$20,000<br>CDBG funds in the amount of \$20,000 were awarded in FY 2007-2008. |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. Applicant: **The Folsom Cordova Community Partnership**  
Activity: Youth Activities Coordinator for the Cordova Activities for Kids program for the purpose of starting an "In-Between" youth program available to youth ages 10-18 during school breaks.  
Amount Requested: \$42,740  
Previous Funding: This activity has not been previously funded by CDBG.
3. Applicant: **County of Sacramento, Department of Human Assistance Senior Nutrition Services Program**  
Activity: Home-delivered meals to frail, homebound seniors and congregate meal services for seniors over 60 years old.  
Amount Requested: \$59,220  
Previous Funding: CDBG funds in the amount of \$44,990 were awarded in FY 2007-2008. The activity was fully funded with the addition of \$10,000 of City general funds.
4. Applicant: **WEAVE, Inc.**  
Activity: Domestic violence counseling services.  
Amount Requested: \$33,454  
Previous Funding: CDBG funds in the amount of \$16,875 were awarded in FY 2007-2008.
5. Applicant: **O.K. "Our Kids" Program**  
Activity: Funds would pay for a police officer to mentor African-American males aged 12 to 18.  
Amount Requested: \$83,000  
Previous Funding: This activity has not been previously funded by CDBG.
6. Applicant: **St. Clement's Episcopal Church**  
Activity: Safe-Harbor After School Program. Supervised homework assistance, tutoring and social skills development.  
Amount Requested: \$20,337  
Previous Funding: CDBG funds in the amount of \$12,269 were awarded in FY 2006-2007. Approximately \$3,750 of the funding was recaptured.

The following proposal, requesting funding for public facilities has been received:

1. Applicant: **Sacramento Valley Live Steamers Railroad Museum**  
Activity: Construction of a passenger loading facility and paved walkways to provide ADA access to the park facilities.  
Amount Requested: \$100,000  
Previous Funding: This project has not previously received an award of CDBG funding.