

CONCURRENT MEETING CITY COUNCIL/CRA/RCFC

Monday, October 4, 2010

4:00 p.m. – Study Session

5:30 p.m. – Regular Meeting

AGENDA



Ken Cooley, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Linda Budge, Council Member

Dan Skoglund, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.

If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg	CANCELLED MTG	City Council Special Mtg	CANCELLED MTG	CITY HALL CLOSED
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CITY HALL CLOSURE DATES	
Fr, Jan 1	- New Year's Day Holiday
Mon, Jan 18	- Martin Luther King Jr. Day Holiday
Mon, Feb 15	- President's Day Holiday
Fr, Apr 2	- Furlough Day
Fr, May 28	- Furlough Day
Mon, May 31	- Memorial Day Holiday
Mon, Jul 5	- Independence Day Observed
Mon, Jul 26	- Furlough Day
Fr, Sep 3	- Furlough Day
Mon, Sep 6	- Labor Day Holiday
Mon, Oct 11	- Furlough Day
Thu, Nov 11	- Veteran's Day Holiday
Wed, Nov 24	- Furlough
Thu, Nov 25	- Thanksgiving Holiday
Fr, Nov 26	- Day After Thanksgiving Day Holiday
Thu, Dec 23	- Christmas Observed
Fr, Dec 24	- Christmas Observed
Mon, Dec 27	- Furlough Day
Fr, Dec 31	- New Year's Eve Holiday

* Tuesday, November 9 - Special Meeting -
Closed Session for City Manager & Department
Annual Review & Development

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CITY HALL CLOSURE DATES	
Mon, Jan 17	- Martin Luther King Jr. Day Holiday
Fr, Feb 18	- Furlough Day
Mon, Feb 21	- President's Day Holiday
Fr, Mar 11	- Furlough Day
Fr, Apr 22	- Furlough Day
Fr, May 27	- Furlough Day
Mon, May 30	- Memorial Day Holiday
Fr, Jun 17	- Furlough Day
*Mon, Jul 4	- Independence Day Holiday
*Mon, Sep 5	- Labor Day Holiday
*Fr, Nov 11	- Veteran's Day Holiday
*Thu, Nov 24	- Thanksgiving Holiday
*Fr, Nov 25	- Day After Thanksgiving Day Holiday
*Thu, Dec 22	- Christmas Observed
*Fr, Dec 23	- Christmas Observed
*Fr, Dec 30	- Day Before New Year's Eve Holiday

*Dates Pending Approval

2012

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

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

Monday, October 4, 2010

**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, Budge, Skoglund, McGarvey, and Mayor Cooley

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: Discussion of Additional Business Signage for the Cordova Restaurant Casino
Recommendation: Receive applicant's presentation and consideration of additional signage.

Result of Recommended Action: Should the Council support the applicant's request for additional business signage, a formal application would be filed by the applicant to amend their sign program.

Staff Report: Paul Junker and William Campbell, Planning Department

Advances Goal: 5

D. ADJOURNMENT OF STUDY SESSION

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Pastor Mike Schnase, Mayhew Baptist Church, will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation by Sacramento County Registrar of Voters Jill LaVine and Campaign Services Manager Brad Buyse regarding timing of final ballot tally for the November 2, 2010 General Election and Senate District 1 Primary Election.
- 5.2 Presentation by Natalla Franklin on Embry Riddle Aeronautical University overview at Mather.
- 5.3 Presentation by Director of Policy and Planning Prabhakar Somavarapu on update of Discharge Permit by Sacramento Regional County Sanitation District (SRCSD).
- 5.4 Presentation by League of California Cities, Sacramento Valley Division Representative Charles Anderson, to Mayor Ken Cooley on behalf of the City of Rancho Cordova in recognition of the 2010 Helen Putnam Award for Excellence for Rancho Cordova's Annual Corporate Report.

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 – ROLL CALL VOTE

- 8.1 **Subject:** Regular Meeting Minutes of September 20, 2010.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Ordinance Adding Chapter 6.140 to the Rancho Cordova Municipal Code Relating to Unattended Donation Boxes
Recommendation: Waive second reading and adopt Ordinance No. 21-2010. (Roll Call Vote)
Result of Recommended Action: Adoption of this ordinance will add Chapter 6.140 to the City's Municipal Code regulating unattended donation boxes. This ordinance will promote the community's health, safety, and welfare by regulating unattended donation boxes in order to minimize their potential negative impacts, such as illegal dumping.
Staff Report: Adam U. Lindgren, City Attorney's Office
Advances Goals: 1, 5, 8, 10, and 13
GROWING STRONG NEIGHBORHOODS
- 8.3 **Subject:** Resolution Designating Mayoral Appointment of James E. Galloway, a Rancho Cordova Representative to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB)
Recommendation: Adopt Resolution No. 109-2010.
Result of Recommended Action: The City of Rancho Cordova will have a representative on the SOCAB whose purpose, as outlined in the Board of Supervisors' Ordinance, is..."to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the (Sheriff's) Department and the community it serves."
Staff Report: Mindy Cuppy, City Clerk's Department
Advances Goals: 1, 4, 6, and 13
- 8.4 **Subject:** Biennial Review and Resolution Updating the Conflict of Interest Code for the City of Rancho Cordova Designated Employees
Recommendation: Adopt Resolution No. 109-2010.
Result of Recommended Action: Adoption of this resolution will result in the City's compliance with Fair Political Practices Commission requirements.
Staff Report: Mindy Cuppy, City Clerk's Department
Advances Goals: 10 and 13
- 8.5 **Subject:** Resolution Authorizing the City Manager to Execute Restated Contract No. 126-2010 with AECOM, for Consulting Services to Complete the Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) for the Sun Creek Specific Plan Project in an Amount Not To Exceed \$815,574
Recommendation: Adopt Resolution No. 111-2010.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with AECOM to prepare an EIR/EIS that will analyze potential environmental impacts of the Sun Creek Specific Plan, as required under state and federal environmental regulations. Of the total contract amount, approximately \$790,000 is work that was authorized under a previous contract and approximately \$25,000 is for additional, expanded work required to complete the project review.
Staff Report: Paul Junker, Planning Department
Advances Goal: 8

- 8.6 **Subject:** Resolution Authorizing the City Manager to Execute Contract No. 128-2010 with Willdan, Inc. for Building Plan Review and Inspection Services in an Amount Not to Exceed \$400,000

Recommendation: Adopt Resolution No. 112-2010.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a new contract with Willdan, Inc. to continue providing building plan review and inspection services support for the Building and Safety Department in an amount not to exceed \$400,000 with a term of service to expire on December 31, 2012.

Staff Report: Cyrus Abhar, Building and Safety Department

Advances Goals: 4, 6, 7, 11

GROWING STRONG NEIGHBORHOODS

9. CONSENT PUBLIC HEARING ITEMS

NONE

10. PUBLIC HEARING ITEMS

NONE

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Resolution of Intention to Establish the Rancho Cordova Tourism Business Improvement District

Recommendation: Adopt Resolution of Intention No. 116-2010.

Result of Recommended Action: Adoption of this resolution will result in a public meeting on October 18, 2010 and a public hearing on December 6, 2010 on the establishment of the Rancho Cordova Tourism Business Improvement District (RCTBID) and the levy of assessments on lodging businesses. A majority of the lodging business owners subject to the assessment have petitioned the City Council to establish the RCTBID. The proposed assessment is \$1.50 per room per night charged to the room occupant. A non-profit corporation will be established to fund marketing and sales promotion efforts to increase hotel occupancy levels.

Staff Report: Micah Runner and Megan McMurtry, Economic Development Department

Advances Goals: 1 and 9

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

ADDITIONAL INFORMATION

Rancho Cordova Great Health Challenge - Rancho Cordova has launched a program intended to promote a healthier community by building awareness for those who live, work, play, or pray here. You are encouraged to join our commitment to get healthy, stay fit, and have fun! Go to <http://www.20tonsin2010.com/> to register.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, 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.

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

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

UPCOMING MEETINGS	
<i>Monday, October 11, 2010</i>	FURLOUGH DAY – City Hall Closed
<i>Tuesday, October 12, 2010</i>	5:30 p.m. Work Session on 2010-11 Fiscal Status Update and 2009-10 Fourth Quarter Financial Report and Discussion of Updates and Overview of Proposed Specific Plans
<i>Monday, October 18, 2010</i>	4:00 p.m. Study Session on TBD 5:30 p.m. Regular Meeting
<i>Monday, November 1, 2010</i>	4:00 p.m. Study Session on Strong Neighborhoods 5:30 p.m. Regular Meeting
<i>Tuesday, November 9, 2010</i>	5:30 p.m. Closed Session on City Manager and Department Annual Review and Development
<i>Thursday, November 11, 2010</i>	VETERAN'S DAY – City Hall Closed
<i>Monday, November 15, 2010</i>	5:30 p.m. – 6:30 p.m. Regular Meeting (shortened) 6:30 p.m. – 10:00 p.m. Work Session on Update on Infrastructure and Developer Standards and Policies (BIA)
<i>Wednesday, November 24, 2010</i>	FURLOUGH DAY – City Hall Closed
<i>Thursday, November 25, 2010</i>	THANKSGIVING HOLIDAY – City Hall Closed
<i>Friday, November 26, 2010</i>	THANKSGIVING HOLIDAY – City Hall Closed
<i>Monday, December 6, 2010</i>	4:00 p.m. Study Session - CANCELLED 5:30 p.m. Regular Meeting
<i>Tuesday, December 7, 2010</i>	5:30 p.m. Work Session on Land Use Discussion / Mix of Residential and Nonresidential East of Sunrise
<i>Monday, December 20, 2010</i>	5:30 p.m. Regular Meeting
<i>Thursday, December 23, 2010</i>	CHRISTMAS HOLIDAY – City Hall Closed
<i>Friday, December 24, 2010</i>	CHRISTMAS HOLIDAY – City Hall Closed
<i>Monday, December 27, 2010</i>	FURLOUGH DAY – City Hall Closed
<i>Friday, December 31, 2010</i>	NEW YEAR'S EVE – City Hall Closed

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

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

The Rancho Cordova City Council/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 and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. 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.

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 4, 2010 special and regular meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on September 30, 2010 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.

Signed this 30th day of September, 2010 at Rancho Cordova, California.


Mindy Cuppy, City Clerk



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

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

Monday, September 20, 2010

**4:00 P.M. – Joint Study Session
City Council and Planning Commission
American River Community Room - North**

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

MINUTES

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

Mayor Cooley called the joint special meeting to order in the American River North room at 4:08 p.m.

Council Members Present: Sander, Budge, Skoglund (at 4:18 p.m.), McGarvey and Cooley

Council Members Absent: None

Planning Commissioners Present: Burke, Johnson, and Savorn

Planning Commissioners Absent: Cummings, Konarski, Smith, and Vance

Staff Members Present: Gaebler, Cuppy, Chinn, Haven, Abhar, Junker, Loveless, Silva, Runner, Diamond, and Pearl

B. PUBLIC COMMENT

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

C. JOINT STUDY SESSION ITEM

Subject: City Gateway Sign Design Concepts

Recommendation: Review, discuss, and provide direction to staff and the consultant design team on proposed conceptual City gateway sign designs.

Result of Recommended Action: Direction from the City Council and Planning Commission will allow staff to proceed with refinements to gateway sign design. If conceptual designs are finalized by mid-November of this year, the first gateway sign may be constructed as early as Fall 2011.

Staff Report: Paul Junker, Planning Department

Advances Goals: 1, 9, and 12

ACTION: Discussion item only, no action taken.

D. ADJOURNMENT OF STUDY SESSION

Mayor Cooley adjourned the joint special meeting to regular meeting in the David B. Roberts Council Chambers at 5:23 p.m.

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Cooley called the regular meeting to order in the David B. Roberts Council Chambers at 5:56 p.m.

Council Members Present: Sander, Budge, Skoglund, McGarvey (arrived at 5:58 p.m.) and Cooley

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Lehr, Diamond, Haven, Junker, Chinn, Flory, Taylor, Simpson, Hatch, Runner, Gassaway, Arndt, Abhar, and McMurtry

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk announced the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor called on Jane Daly to lead the Pledge.

4. INVOCATION

David McFarland, New Life Center, gave the invocation.

5. PRESENTATIONS

- 5.1 Mayor Cooley presented a proclamation to Francis Johnson in recognition of Constitution Week (September 17-23).
- 5.2 Director Janet Baker presented a report on updates of County Regional Parks.
- 5.3 Economic Development Manager Micah Runner and Management Technician Megan McMurtry, and Rancho Cordova Chamber of Commerce Director of Business and Economic Development Matt Yancey and President Jane Daly presented a report on the July 23, 2010 Rancho Cordova Business Walk.

6. PUBLIC COMMENT

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

- Paul Junker, Planning Director regarding scheduling a bus tour with the City Council of the South Sunrise Special Planning Area / auto dismantling area on Monday, October 18 from 2:00 p.m. – 4:00 p.m.
- Sgt. Greg Johnson of the Rancho Cordova Police Department regarding invitation to Council and staff to participate in the Relay for Life on October 2 and 3, 2010 at Mills Middle School from 6:00 a.m. to 9:00 a.m.
- Kerry Simpson regarding a regional project to vaccinate pets for free and participate in World Rabies Day on September 24 from 8:00 a.m. to 5:00 p.m. at the Rancho Cordova Neighborhood Services Center.

Mayor Cooley closed the public comment period.

7. COUNCIL REPORTS

Council Members reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Skoglund and carried by a 5:0 roll call vote; Council approved the Consent Calendar Items.

- 8.1 **Subject:** Regular Meeting Minutes of September 7, 2010.
Recommendation: Adopt Minutes.

- 8.2 **Subject:** Ordinances Approving the Limited Entitlement for Rio del Oro Specific Plan, a Project that Proposes Mixed Use Development on Approximately 3,828 Acres Northeast of Sunrise and Douglas Boulevards – Project No. RC-04-052 – Amendment to Aerojet Special Planning Area, Development Agreement, and Environmental Impact Report

Recommendation: That Council:

- a) Waive second reading and adopt Ordinance No. 14-2010 approving the Rio del Oro Specific Plan that would establish a land plan, zoning standards, and design guidelines, as well as preliminary phasing and financing concepts to guide subsequent detailed finance and phasing plans (**Roll Call Vote**); and
- b) Waive second reading and adopt Ordinance No. 15-2010 amending the Aerojet Special Planning Area that was previously approved by Sacramento County. Approval would affect land within the Rio del Oro project area and amend the City's Zoning Map and Section 23.322.030(C)(4) of the Zoning Code to delete the Rio Del Oro Specific Plan Area from the Aerojet Special Planning Area (**Roll Call Vote**); and
- c) Waive second reading and adopt Ordinance No. 16-2010 approving a Development Agreement that will establish necessary guarantees for the City and Applicant regarding current and future project entitlements and approving Two Tier 1 Development Agreements for the Rio del Oro Project (**Roll Call Vote**); and

Result of Recommended Action: The actions listed above will complete the first stage of project review (Tier 1 Approvals) for the Rio del Oro project. These approvals will establish the mix of land uses within the project (residential, commercial, office, etc.), major road alignments, and the general character of the project. A later stage of the project review, Tier 2 Approvals, will address detailed issues related to the project, including obligations that the developer must meet during project construction. No construction can occur within the project until the Tier 2 Approvals have been completed.

Staff Report: Paul Junker, Pam Johns, and Patrick Angel, Planning Department

GROWING STRONG NEIGHBORHOODS

- 8.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 to Contract No. 6-2010 with Double B Demolition, Inc. for Urban Infill Demolition of the Woodberry Gardens Apartments in the Amount of \$50,269.15
Recommendation: Adopt Resolution No. 107-2010.
Result of Recommended Action: Adoption of this resolution will allow the City Manager to execute Change Order No. 1 approving modification of cost of contract from \$134,246.00 to \$184,515.15.
Staff Report: Reed Flory and David Gassaway, Housing Administration

9. CONSENT PUBLIC HEARING ITEMS

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

ACTION: Motion by Budge second by Skoglund and carried by a 5:0 roll call vote; Council approved the Consent Public Hearing Item.

- 9.1 **Subject:** Resolution Approving Owner-Occupied Residential Rehabilitation Loan Program (REHAB-O)
Recommendation: Adopt Resolution No. 103-2010.
Result of Recommended Action: Adoption of this resolution will authorize City staff to implement and operate an Owner-Occupied Residential Rehabilitation Loan Program based on policies and guidelines. Loans will be made available to low-to-moderate income homeowners who have exhausted their efforts to obtain a conventional loan for the purpose of rehabilitating their aging homes and bringing them up to health and safety code standards.
Staff Report: Reed Flory, Housing Administration, and Ryan Taylor, Housing Administration/Code Enforcement

GROWING STRONG NEIGHBORHOODS

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Resolution Adopting the 2009-2010 Consolidated Annual Performance and Evaluation Report (CAPER)
Recommendation: Adopt Resolution No. 108-2010.
Result of Recommended Action: Adoption of this resolution will allow City staff to submit the CAPER to the US Department of Housing and Urban Development (HUD) in accordance with HUD requirements and timelines.
Staff Report: Reed Flory and David Gassaway, Housing Administration

GROWING STRONG NEIGHBORHOODS

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

ACTION: Motion by Sander second by Budge and carried by a 5:0 roll call vote; Council adopted Resolution No. 108-2010.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Ordinance Adding Chapter 6.140 to the Rancho Cordova Municipal Code Relating to Unattended Donation Boxes

Recommendation: Waive first reading and introduce Ordinance No. 21-2010. **(Roll Call Vote)**

Result of Recommended Action: Adoption of this ordinance will add Chapter 6.140 to the City's Municipal Code regulating unattended donation boxes. This ordinance will promote the community's health, safety, and welfare by regulating unattended donation boxes in order to minimize their potential negative impacts, such as illegal dumping.

Staff Report: Adam U. Lindgren, City Attorney's Office

GROWING STRONG NEIGHBORHOODS

Mayor Cooley opened the public comment period. The following individual addressed the Council:

- Joseph Mendez in support of the item

Mayor Cooley closed the public comment period.

ACTION: Motion by Budge second by Cooley and carried by a 5:0 roll call vote; Council waived first reading and introduced Ordinance No. 21-2010.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

- Council Member Skoglund would like an update from staff on status of U-haul rentals at Sunny's Market located on Rockingham and Mather Field Road
- Council Member Budge would like a clean-up of the zoning code done in the near future

13. CITY MANAGER'S REPORT

Chief of Police Doug Diamond Reported on the following Rancho Cordova Police Department Updates:

- Staffing in 2009 and Staffing Changes in 2010
- Calls for Service Statistics
- 2009 Versus 2010 Arrests Statistics
- 2009 Versus 2010 Reported Crimes Statistics
- Crime Comparison Statistics
- Recent Crime News
 - Mail Fraud Case
 - Anatolia Burglaries
- Traffic Collision Statistics
- Traffic Enforcement Statistics
- Special Service Operations
 - Transient Enforcement Detail
 - Light Rail Operations
 - Enhancing Citywide Goals
- Commitment to Youth – Police Activities League (PAL) Program
- Commitment to Excellence – 2010 Rancho Cordova Police Department Awards

14. ADJOURNMENT

Mayor Cooley adjourned the regular meeting in memory of Madeline Thomas at 8:08 p.m.

Mindy Cuppy, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 21-2010

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING
CHAPTER 6.140 TO TITLE 6 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING
TO UNATTENDED DONATION BOXES**

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

Section 1. Chapter 6.140, "Regulation of Unattended Donation Boxes," is hereby added to Title 6 of the Rancho Cordova Municipal Code to read as follows:

CHAPTER 6.140

REGULATION OF UNATTENDED DONATION BOXES

6.140.010	Purpose and Intent.
6.140.020	Definitions.
6.140.030	Permits.
6.140.040	Renewal of Permits.
6.140.050	Requirements and Maintenance.
6.140.060	Revocation of Permits, Removal of Unattended Donation Boxes and Liability.
6.140.070	Violation – Penalty.
6.140.080	Appeal to City Manager.
6.140.090	Administrative Fees.
6.140.100	Exemption.

6.140.010 Purpose and Intent.

The purpose of this Chapter is to regulate the placement of Unattended Donation Boxes within the City. The procedures and requirements of this Chapter are enacted to:

A. Promote the community's health, safety, and welfare by regulating Unattended Donation Boxes for clothing or other salvageable personal property within the City;

B. Ensure that Unattended Donation Boxes do not pose a hazard to pedestrian and vehicular traffic;

C. Ensure that material is not allowed to accumulate outside of the Unattended Donation Boxes where it can be scattered by adverse weather conditions, animal contacts or human activities; and

D. Establish criteria that avoids attracting vermin, unsightliness, and public health hazard.

6.140.020 Definitions.

A. "Director" means Director of the Planning Department of the City of Rancho Cordova or designee.

B. "Operator" means a person, entity, association or organization who places, maintains or operates Unattended Donation Box(es) to solicit donations of salvageable personal property.

C. "Permittee" means the Property Owner who is issued a permit authorizing placement of unattended donations box(es).

D. "Property Owner" means the person, entity, association or organization who owns the real property where the Unattended Donation Box(es) are or are proposed to be located.

E. "Residential District" includes residential zoning districts as established pursuant to Title 23 of this Code, and adopted Specific Plans with applicable residential zoning districts.

F. "Unattended Donation Box" means any unattended container, receptacle, or similar device that is located on any property within the City used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include recycle bins for the collection of recyclable materials governed or regulated by this Code.

6.140.030 Permits.

A. Unless otherwise exempt, it shall be unlawful and a public nuisance for any Property Owner or Operator to place, operate, maintain or allow Unattended Donation Boxes on real property unless the Property Owner first obtains a permit pursuant to this Chapter and the Unattended Donation Box is placed, operated and maintained in accordance with all provisions in this Chapter.

B. The permit application shall be made on a form provided by the Director and shall include the following information:

1. The name, address, email, website (if available) and telephone number of the applicant;

2. Written proof sufficient to establish that the Operator who will utilize the Unattended Donation Box is qualified to solicit donations of salvageable personal property pursuant to California Welfare and Institutions Code section 148.3, as amended;

3. The text of the disclosures that will be made on the Unattended Donation Box as required by Section 6.140.050A(3); and

4. The physical address of the Property Owner's real property and a drawing sufficient to indicate the proposed location of the Unattended Donation Box on the Property Owner's real property, as well as the size of the proposed Unattended Donation Box.

C. Each application shall be accompanied by a nonrefundable fee in the amount established by the City Manager. This fee shall be in addition to any fee or tax imposed by the City pursuant to any other provision of this Code.

- D. Applications shall be filed with the Director.
- E. Within thirty (30) days of receiving a completed application, the Director shall issue a permit or deny the issuance of a permit.
- F. The Director shall not issue a permit unless:
1. The Property Owner has submitted a complete and accurate application accompanied by the applicable fee;
 2. The Operator who will maintain or operate the Unattended Donation Box is qualified to solicit donations of salvageable personal property pursuant to California Welfare and Institutions Code Section 148.3, as amended;
 3. The proposed location and placement of the Unattended Donation Box on the Property Owner's real property is in compliance with all applicable laws and will not impede pedestrian, bicycle, site distances on to adjacent streets or vehicular traffic.
- G. If the Director denies an application the Director shall provide the Property Owner, in writing, the specific reasons for denial.
- H. Permit issued hereunder shall be valid for one Unattended Donation Box. Each Unattended Donation Box shall have its own individual permit.
- I. The term of the permit shall expire one year from the date of issuance.
- J. No person or Operator to whom a permit has been issued shall transfer, assign, or convey such permit to another person or Operator.
- K. Prior to expiration of the permit, the Permittee may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the permit. The permit shall become void upon the Director's receipt of a written notice of intent to cancel the permit.

6.140.040 Renewal of Permits.

- A. A Permittee may apply for permit renewal by submitting to the Director, before the expiration of the permit, a renewal application and a non-refundable renewal fee in an amount set by the City Manager.
- B. The Director shall either approve or deny the renewal of a permit within thirty (30) days of receipt of the complete renewal application and payment of the renewal fee.
- C. The Director shall approve the renewal of a permit if he or she finds that no circumstances existed during the term of the permit, existed at the time of submission of an application for renewal, or existed at any time during the review of the application for renewal, that are inconsistent with any finding required for approval of a new permit as specified in Section 6.140.030, or that would justify the revocation of the permit as specified in Section 6.140.060.

6.140.050 Requirements and Maintenance.

A. The Permittee and Operator shall be individually and severally responsible for operating and maintaining, or causing to be operated and maintained, all Unattended Donation Boxes located in the City as follows:

1. Unattended Donation Boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti;
2. Unattended Donation Boxes shall be locked or otherwise secured;
3. Unattended Donation Boxes shall contain the following contact information in two inch type visible from the front of each Unattended Donation Box: the name, address, email, and phone number of both the Permittee and Operator;
4. The Permittee and Operator shall place a copy of the permit in a prominent and visible location in the front of the box in plain view for inspection by the public and City officials.
5. Unattended Donation Boxes shall be serviced and emptied as needed, but at least once per month, or within five (5) business days of a request by the Director.

B. The Permittee and Operator shall be individually and severally responsible for maintaining, or causing to be maintained, the area surrounding the Unattended Donation Boxes free of any junk, garbage, trash, debris or other refuse material.

C. The Permittee and Operator shall be individually and severally responsible for abating and removing all junk, garbage, trash, debris and other refuse material in the area surrounding the Unattended Donation Boxes within 24 hours of written or verbal notice from the City.

D. The Permittee and Operator shall be individually and severally responsible for all costs for abating and removing any junk, garbage, trash, debris and other refuse material from the area surrounding the Unattended Donation Boxes.

E. It shall be unlawful for any Property Owner or Operator to place an Unattended Donation Box in any Residential District.

F. No Unattended Donation Box shall be placed within 400 feet from another Unattended Donation Box.

G. No Unattended Donation Box shall be placed on required parking spaces or within the "Clear Vision Triangle" as defined in Title 21 of the City's Municipal Code.

H. No more than one Unattended Donation Box shall be placed on each parcel of real property.

6.140.060 Revocation of Permit, Removal of Unattended Donation Boxes and Liability.

The Director shall have the right to revoke any permit issued hereunder if any of the grounds to refuse issuance of the initial permit exists. In addition, the failure of the Permittee to comply with the provisions of this Chapter, or other provisions of this Code or other law, shall also constitute grounds for revocation of the permit. The Director shall provide a written notification to the Permittee stating the specific grounds for revocation. Upon revocation, the Unattended Donation Box shall be removed from the Permittee's real property within thirty (30) calendar days and, if not removed within this time period, the City may remove, store and dispose of the Unattended Donation Box at the Permittee's sole cost and expense. Upon revocation, a Permittee shall be prohibited from applying for a permit for a period of one year. Any violation of the provisions of this Chapter is a public nuisance subject to abatement pursuant to this Code or as otherwise permitted by law.

6.140.070 Violation - Penalty.

Nothing in this Chapter shall limit the City from using any remedy legally available for violations of this Chapter, including, but not limited to, the fines and penalties under Section 16.18.205 of this Code.

6.140.080 Appeal to City Manager.

Any person aggrieved by the decision rendered by the Director in granting or denying an application for a permit under this Chapter, or in revoking or refusing to renew a permit issued hereunder, may appeal the decision to the City Manager. The appeal shall be made by filing a written notice thereof with the City Clerk not later than ten (10) calendar days after receiving notice of the decision of the Director. The City Manager shall hold a hearing on the appeal within thirty (30) calendar days. The City Manager's decision shall be final.

6.140.090 Administrative Fees.

The City Manager may establish reasonable fees and deposits to defray the cost of processing applications, proposals and for the administration of this Ordinance.

6.140.100 Exemption.

Unattended Donation Boxes located entirely within the interior of a building are exempt from the requirements of this Chapter.

Section 2. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 3. Effective Date.

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in

accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____ 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: October 4, 2010
TO: Honorable Mayor and Council Members
FROM: Mindy Cuppy, City Clerk
Doug Diamond, Chief of Police
SUBJECT: SHERIFF'S OUTREACH COMMUNITY ADVISORY BOARD APPOINTMENT

RECOMMENDATION

Adopt Resolution No. 109-2010 designating James E. Galloway, a Rancho Cordova representative to fill a two-year Board Member term on the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB).

RESULT OF RECOMMENDED ACTION

The City of Rancho Cordova will have a representative on the SOCAB whose purpose, as outlined in the Board of Supervisors' Ordinance, is..."to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the (Sheriff's) Department and the community it serves."

BACKGROUND

At the April 21, 2008 City Council meeting, and upon recommendation by Chief of Police Reuben Meeks, Debbie Cannon was selected by the Mayor to be the City of Rancho Cordova's citizen representative to SOCAB to serve a two-year term. Ms. Cannon's term expired in April of 2010.

Currently, there is no Rancho Cordova citizen representation to SOCAB; consequently, a notice was published in the Grapevine, and posted to the City's and Rancho Cordova Police Department's websites on August 13, 2010 informing the public of the vacant SOCAB seat. Three applications were received. Upon careful review, a recommendation by Chief of Police Doug Diamond was received that James E. Galloway was selected as a candidate.

Mr. Galloway has lived in Rancho Cordova for 26 years. He has served on many boards and has worked as a Telecommunication Associate and Telecom Design Engineer for the County of Sacramento for more than 19 years. Mr. Galloway's application states that he "was able to work with and come to understand many of the concerns of the community and law enforcement, and offer meaningful input."

ATTACHMENT

Resolution No. 109-2010 Approving Mayoral Appointment to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB), including **(Exhibit A)** Ordinance No. SCC No. 1360 adding Chapter 2.25 to Title 2 of the Sacramento County Code Relating to Sheriff's Outreach Community Advisory Board.

AGENDA ITEM 8.3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 109-2010

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING
MAYORAL APPOINTMENT TO THE SACRAMENTO COUNTY SHERIFF'S OUTREACH
COMMUNITY ADVISORY BOARD**

WHEREAS, the Sacramento County Board of Supervisors adopted an Ordinance (SCC No. 1360) on July 24, 2007 adding Chapter 2.25 to Title 2 of the Sacramento County Code Relating to Sheriff's Outreach Community Advisory Board (SOCAB); and

WHEREAS, the purpose of the SOCAB is to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the Sacramento County Sheriff's Department and the community it serves; and

WHEREAS, the composition of the Advisory Board shall include representatives of the Cities within the County of Sacramento and the City Members shall be appointed by, and serve at the pleasure of, the Mayor of each City with the approval of the City Council to a two-year term on the Advisory Board, as outlined in **Exhibit A (Sacramento County Ordinance SCC No. 1360)**; and

WHEREAS, Rancho Cordova is a municipal entity within the jurisdictional boundaries of Sacramento County;

BE IT RESOLVED, that Mayor Ken Cooley hereby appoints James E. Galloway as Rancho Cordova's representative to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB) effective this date;

BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Mayoral appointment and directs the City Clerk to provide a certified copy of this Resolution to the Sacramento County Sheriff.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

SCC NO. 1360

**AN ORDINANCE ADDING CHAPTER 2.25 TO TITLE 2 OF THE
SACRAMENTO COUNTY CODE RELATING TO SHERIFF'S
OUTREACH COMMUNITY ADVISORY BOARD**

The Board of Supervisors of the County of Sacramento, State of California, ordains as follows:

SECTION 1. Chapter 2.25, Sections 2.25.010 through 2.25.100, is hereby added to Title 2 of the Sacramento County Code to read as follows:

2.25 Sheriff's Outreach Community Advisory Board.

2.25.010 Definitions.

As used in this Chapter, the following definitions shall apply:

- a. "County" shall mean the County of Sacramento;
- b. "Board" shall mean the Board of Supervisors of County;
- c. "City" shall mean any incorporated city within the County;
- d. "Council" shall mean the City Council of City;
- e. "Mayor" shall mean the Mayor of City;
- f. "Advisory Board" shall mean the Sheriff's Outreach Community Advisory Board;
- g. "Member" shall mean a person appointed as a member of the Advisory Board;
- h. "Department" shall mean the Sacramento County Sheriff's.

2.25.020 Advisory Board Established.

The Sheriff Outreach Community Advisory Board is hereby established.

2.25.030 Purpose.

The purpose of the Advisory Board is to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the Department and the community it serves.

2.25.040 Members.

a. Members of the Advisory Board shall be representatives of the County of Sacramento and the Cities within the County of Sacramento that elect, by resolution or ordinance, to participate on the Advisory Board.

b. The Advisory Board shall consist of not more than twenty (20) Members, who shall be appointed as follows: 1. Five (5) Members to be appointed by, and serve at the pleasure of, the Board; 2. For each Member City, one Member shall be appointed for the first 100,000 of the City's population and an additional member for each additional 100,000 in population, not to exceed five (5) Members per City. The City Members shall be appointed by, and serve at the pleasure of, the Mayor of each City, with the approval of the Council; 3. Five (5) at-large Members shall be appointed by the Sheriff of the County.

4. Ex officio Members may be appointed by majority vote of the Members.

c. Each Member shall be a resident of the appointing jurisdiction. At-large members shall be residents of the County. There are no residency requirements for ex officio Members.

2.25.050 Members-Term of Office

a. Each Member shall serve for a term of two years, unless additional terms are authorized by the appointing authority.

b. No Member shall serve more than two consecutive two-year terms, except a Member appointed to complete an unexpired term, or whose initial term is less than two years, may serve up to two consecutive two-year terms in addition to such initial term.

c. The position of any Member who fails to attend, in succession, three or more regular meetings of that Advisory Board shall automatically become vacant and a replacement shall be appointed in accordance with Section 2.25.040.

d. Members serve at the pleasure of their appointing authority.

e. Ex officio members serve at the pleasure of the Advisory Board and are not subject to term limits.

f. Members shall serve without compensation.

2.25.060 Meetings.

The Advisory Board shall establish an annual schedule of meetings, generally on a monthly basis. Meetings shall be open to the public and shall be

held in compliance with Government Code sections 54950 *et seq.*

2.25.070 Quorum.

A quorum for transaction of business shall be one-third of the appointed Members. Action may be taken based on a majority vote of those Members present and voting, provided that no action may be taken if less than a quorum is present. In the event of a tie vote, the Chair of the Advisory Board shall have an additional vote.

2.25.80 Organization.

The Advisory Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and committees may be created by action of the Advisory Board.

2.25.090 Powers and Duties.

The powers and duties of the Advisory Board shall be as follows:

- a. Provide an annual review to the Board of Supervisors and the Sheriff concerning complaints and testimony received from the community related to Sheriff operations, policies and standard operating procedures;
- b. Act in an advisory capacity to the Board of Supervisors and the Sheriff in promoting, aiding and encouraging community input on sheriff operations, policies and standing operating procedures;
- c. Act in an advisory capacity to the Board of Supervisors and the Sheriff in the development and operation of the Department's law enforcement activities;
- d. Solicit and accept testimony from the community regarding complaints pertaining to operations, policies and standard operating procedures of the Department.
- e. Represent the Advisory Board at community events;
- f. Participate in the development of media activity promoting the Advisory Board;
- g. Participate on speakers' bureaus on issues relevant to the Advisory Board; and

h. Such other activities that are consistent with the purpose of the Advisory Board.

2.25.100 Withdrawal.

Any City may withdraw from the Advisory Board upon service of written notice, in the form of a City resolution or ordinance. Notice shall be provided to both the Board of Supervisors and the Sheriff.

SECTION 2. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on July 17, 2007 and on July 17, 2007 further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor Dickinson, seconded by Supervisor Yee, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 24th day of July 2007, by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,
ABSTAIN: Supervisors,

Dickinson, MacGlashan, Peters, Yee, Nottoli
None
None
None

Don Nottoli
Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)



Cindy H. Turner
Clerk, Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on JUL 24 2007

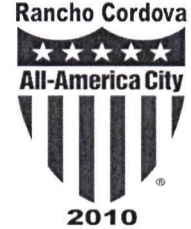
By Gwynne Dawkins
Deputy Clerk, Board of Supervisors

FILED

JUL 24 2007

Cindy H. Turner
BOARD OF SUPERVISORS
CLERK OF THE BOARD

MEMORANDUM



DATE: October 4, 2010

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: BIENNIAL REVIEW AND RESOLUTION UPDATING THE
CONFLICT OF INTEREST CODE FOR THE CITY OF RANCHO
CORDOVA DESIGNATED EMPLOYEES

RECOMMENDATION

Adopt Resolution No. 109-2010.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution results in the City's compliance with Fair Political Practices Commission requirements.

BACKGROUND

Local agencies must review their Conflict of Interest Code biennially to ensure that the Code still accurately designates the appropriate positions and requires disclosure by designated officials in the appropriate disclosure category. The Political Reform Act requires that all positions that make or participate in making governmental decisions be designated.

The Mayor and City Council, City Manager, City Attorney, Finance Director/City Treasurer and Planning Commissioners are not covered under this Code but are subject to the disclosure requirements set forth in Government Code Section 87200.

By adopting the attached resolution, the City is adopting by reference the terms of Title 2 California Code of Regulations Section 18730 and designating the following positions and disclosure categories. The table below shows the changes from the last biennial review (2008).

New positions or edits are noted in **bold & underlined** and positions that have been eliminated are noted in ~~strike through~~.

POSITION	DEPARTMENT/DIVISION	CATEGORY
Assistant City Attorney	City Attorney	1
Assistant City Manager	City Manager	1
Building Inspector	<u>Public Works</u> /Building	2
Chief Building Official	<u>Public Works</u> /Building	1
City Clerk	City Clerk	1
City Engineer/Public Works Director	Public Works	1
<u>Code Enforcement Officer</u>	<u>Economic Development/</u> <u>Neighborhood Services</u>	<u>2</u>
Deputy City Attorney	City Attorney	1
Economic Development Director	Economic Development	1
Economic Development Manager	Economic Development	2
Facilities Manager	<u>Public Works</u> /FacilitiesManagement	2
Housing Administrator	<u>Economic Development/Housing</u> Neighborhood Services	2
Human Resources Manager	Human Resources	2
Information Technology Manager	Information Technology	2
Integrated Waste Manager	Public Works	2
Neighborhood Services Manager	Neighborhood Services	2
Planning Director	Planning	1
Principal Planner	Planning	2
Police Chief	Police 1	
Assistant Police Chief	Police	1
Public Information Officer	City Manager	2
Public Relations & Communications Manager	<u>City Manager</u> Public Information	2
Senior Accountant/Auditor	Finance	2
Senior Engineer	Public Works	2
Senior Planner	Planning	2
Streets Operations & Maintenance Manager	Public Works	2
Supervising Building Inspector	<u>Public Works</u> /Building	2

Disclosure Categories are as follows:

Disclosure Category 1

Individuals in this category shall disclose all interests in real property located within the City and all investments in, business positions with, and sources of income from entities having an interest in real property within the City or entities which are of the type to do business with or within the City.

Disclosure Category 2

Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City, or (2) which manufacture or sell supplies, material, machinery or equipment of the type utilized by the City.

Disclosure Category 3

Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the designated employee's department, or (2) which manufacture or sell supplies, material, machinery or equipment of the type utilized by the designated employee's department.

CONSULTANTS shall be designated on a case-by-case basis, depending upon the nature of their services.

FISCAL IMPACT

None

ATTACHMENT

Resolution No. 109-2010 including (**Exhibit A**) California Code of Regulations Title 2, Section 18730 and (**Exhibit B**) Conflict of Interest Code for the City of Rancho Cordova

CITY OF RANCHO CORDOVA

RESOLUTION NO. 109-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
UPDATING ITS ADOPTION OF THE CITY'S CONFLICT OF INTEREST CODE AND THE
LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES**

WHEREAS, the Political Reform Act, Government Code Section 8100 et seq., requires local government agencies to adopt and to promulgate conflict of interest codes and review them biennially; and

WHEREAS, the City of Rancho Cordova is an agency subject to the Political Reform Act's code-filing requirements; and

WHEREAS, pursuant to City Council Resolutions 69-2003, 143-2004 177-2006, and 113-2008 the City has previously adopted by reference the conflict of interest code provisions set forth in Title 2 California Code of Regulations Section 18730 and established appendices listing designating employees and required categories of disclosure; and

WHEREAS, the City has determined that changes to the staffing of City positions requires that the City amend its list of designated employees; and

WHEREAS, City Council finds that the provisions set forth in Title 2 California Code of Regulations Section 18730 have been amended by the Fair Political Practices Commission since the City's adoption of Resolution No. 113-2008.

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

Section 1. The City Council hereby approves and adopts by reference the terms of Title 2 California Code of Regulations Section 18730, as it may be amended after a public notice and hearing may be amended from time to time by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

Section 2. The provisions of this Resolution No. 109-2010 and its attachments shall supersede any conflicting provisions and attachments previously adopted by the City Council pursuant to Resolution Numbers 69-2003, 143-2004, 177-2006 and 113-2008 and pertaining to the City of Rancho Cordova's Conflict of Interest Code.

Section 3. Following adoption of the Code, the designated officials, employees, and consultants shall file statements of economic interest and shall disqualify themselves from participation in decisions in which they may have a conflict of interest, in accordance with the Code.

Section 4. Individuals holding designated positions shall file their statements with the City Clerk, which will retain the statements and make the statements available for public inspection and reproduction. (Government Code Section 81088).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**California Code of Regulations, Title 2, Section 18730
Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foresee ably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

²See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History¹¹ and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law,³ Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

This regulation is current through 8/13/10 Register 2010, No. 33

CONFLICT OF INTEREST CODE FOR THE CITY OF RANCHO CORDOVA

The Political Reform Act (Government Code Section 8100, et. seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices (FPPC) to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the City of Rancho Cordova.

Individuals holding designated positions shall file their statements with the City Clerk, which will retain the statements and make the statements available for public inspection and reproduction. (Government Code Section 81088).

**APPENDIX A
DESIGNATED POSITIONS**

CONFLICT OF INTEREST CODE FOR THE CITY OF RANCHO CORDOVA

The positions listed below constitute the list of designated positions required by the City of Rancho Cordova Conflict of Interest Code (2 Cal. Code of Regs. Section 18730). The individual occupying each position is deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Section II below.

POSITION	DEPARTMENT/DIVISION	CATEGORY
Assistant City Attorney	City Attorney	1
Assistant City Manager	City Manager	1
Building Inspector	Public Works	2
Chief Building Official	Public Works	1
City Clerk	City Clerk	1
City Engineer/Public Works Director	Public Works	1
Code Enforcement Officer	Economic Development/ Neighborhood Services	2
Deputy City Attorney	City Attorney	1
Economic Development Director	Economic Development	1
Economic Development Manager	Economic Development	2
Facilities Manager	Public Works/Facilities	2
Housing Administrator	Economic Development/Housing	2
Human Resources Manager	Human Resources	2
Information Technology Manager	Information Technology	2
Integrated Waste Manager	Public Works	2
Neighborhood Services Manager	Neighborhood Services	2
Planning Director	Planning	1
Principal Planner	Planning	2
Police Chief	Police 1	
Assistant Police Chief	Police	1
Public Relations & Communications Manager	City Manager	2
Senior Accountant/Auditor	Finance	2
Senior Engineer	Public Works	2
Senior Planner	Planning	2
Streets Operations & Maintenance Manager	Public Works	2
Supervising Building Inspector	Public Works/Building	2

CONSULTANTS shall be designated on a case-by-case basis, depending upon the nature of their services.

**APPENDIX B
DISCLOSURE CATEGORIES**

CONFLICT OF INTEREST CODE FOR THE CITY OF RANCHO CORDOVA

Disclosure Category 1

Individuals in this category shall disclose all interests in real property located within the City and all investments in, business positions with, and sources of income from entities having an interest in real property within the City or entities which are of the type to do business with or within the City.

Disclosure Category 2

Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City, or (2) which manufacture or sell supplies, material, machinery or equipment of the type utilized by the City.

Disclosure Category 3

Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the designated employee's department, or (2) which manufacture or sell supplies, material, machinery or equipment of the type utilized by the designated employee's department.

MEMORANDUM



DATE: October 4, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE RESTATED CONTRACT NO. 126-2010 WITH AECOM, FOR CONSULTING SERVICES TO COMPLETE THE ENVIRONMENTAL IMPACT REPORT (EIR)/ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR THE SUNCREEK SPECIFIC PLAN PROJECT IN AN AMOUNT NOT TO EXCEED \$815,574

PROPERTY OWNER:

Suncreek Owners Group
Attn: Bob Shattuck
1075 Creekside Ridge Dr. #100
Roseville, CA 95678

PROJECT: Suncreek Specific Plan
FILE: RC-03-029
LOCATION: South of Douglas Road, east of Sunrise Boulevard, west of Grant Line Road and north of Jackson Highway
APN: Various parcels
PLANNER: Paul Junker

RECOMMENDATION

Adopt Resolution No. 111-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract with AECOM to prepare an EIR/EIS that will analyze potential environmental impacts of the Suncreek Specific Plan, as required under state and federal environmental regulations. Of the total contract amount, approximately \$790,000 is work that was authorized under a previous contract and approximately \$25,000 is for additional, expanded work required to complete the project review.

BACKGROUND

The Suncreek project (RC-03-029) will entitle 1,253 acres of land within the City limits of Rancho Cordova located south of Douglas Road, east of Sunrise Boulevard and west of

Grantline Road The project will require the preparation of a Specific Plan document, rezone, and tentative subdivision maps entitlements.

FINANCIAL IMPACTS

The original contract for preparing the EIR/EIS approved by the City Council was between EDAW, Inc. and the City. By the 6th amendment to this contract, the total approved contract amount was \$1,240,140. AECOM, formerly EDAW, Inc., was directed to complete a new contract for the remaining efforts and submit a new scope of services to complete the EIR/EIS. The attached resolution will authorize the City Manager to execute the contract with AECOM in the amount of \$815,574.

ATTACHMENT

Resolution No. 111-2010 including **(Exhibit A)** Proposed Work Program.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 111-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT BETWEEN
AECOM AND THE CITY OF RANCHO CORDOVA FOR PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT (EIR) AND ENVIRONMENTAL IMPACT STATEMENT (EIS)
FOR THE SUNCREEK SPECIFIC PLAN PROJECT**

WHEREAS, the City of Rancho Cordova ("City") has determined that the preparation of an Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) for the Suncreek Specific Plan project (Project; RC-03-029) is necessary in order to comply with the requirements of the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA); and

WHEREAS, the City solicited proposals from environmental consultant firms for the preparation of an EIR/EIS for the Project; and

WHEREAS, following review of the proposals received, AECOM (Consultant) was determined to be the most appropriate consultant firm to prepare the EIR/EIS for the Project; and

WHEREAS, funding for preparation of the EIR/EIS shall be provided by the project applicants and shall not use money from the City's general fund.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the City Manager to execute a Restated Consultant Services Agreement between AECOM and the City of Rancho Cordova, which shall be in a form approved by the City Attorney (**See attached Exhibit A – Proposed Work Program**) and shall be for an amount not to exceed Eight Hundred Fifteen Thousand Five Hundred Seventy Four Dollars (\$815,574).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SunCreek Specific Plan EIR/EIS

SCOPE OF WORK AND COST

September 7, 2010

JOINT EIR/EIS APPROACH

Cover Page

The Cover Page is a NEPA requirement only. AECOM will prepare the Cover Page according to NEPA format, but will add the State Clearinghouse Number (to be assigned from NOP response). The Cover Page will also list the following required items:

- Lead and responsible/cooperating agencies
- Title and location of proposed action (i.e., proposed project in terms of CEQA)
- Contact information
- Abstract
- Dates to receive comments

Table of Contents

Both CEQA and NEPA require a Table of Contents that will include the following items:

- List of major sections and topical areas
- List of tables/exhibits
- List of technical appendices

Summary

Both CEQA (14 CCR Section 15123) and NEPA require a Summary and will contain the following per CEQA and NEPA regulations. The format can be a challenge due to NEPA requirements for equal-weight alternatives analysis:

- Summary description of proposed project/proposed action
- Proposed mitigation and alternatives to reduce/avoid each significant effect (CEQA requirement; covers NEPA requirement to stress major conclusions)
- Areas of controversy raised by agencies and public
- Issues to be resolved including choice among alternatives and (per CEQA) whether/how to mitigate significant effects
- Summary table listing impact conclusions, significance before and after mitigation, and list of mitigation measures

Project Description

CEQA (14 CCR Section 15124) and NEPA require the following (AECOM will predominantly follow the NEPA format because there are substantive requirements not in CEQA that apply to NEPA. AECOM will also split the Project Description into two chapters: Introduction and Statement of Purpose and Need and Alternatives) (please note that splitting the project description into two chapters was discussed with the City

and USACE and requested by USACE for the Rio del Oro Specific Plan EIR/EIS. Additionally, this format has been incorporated into USACE's standard EIS format for development projects):

- Introduction and Statement of Purpose and Need
 - Describe underlying need for proposed action (per NEPA).
 - Describe the project history and planning context.
 - Identify a clear project purpose (one for the City of Rancho Cordova and one for USACE). It is important to distinguish two project purposes because the City/applicant and USACE each view the project purpose from the purview of their responsibilities. For example, on the Rio del Oro Specific Plan project, the City was interested in the orderly development of lands within its planning boundaries. The USACE's interest extended to its permit authority with respect to wetlands regulation.
 - Discuss project needs and objectives (per CEQA) (note, the project objectives are a key component of CEQA; they frame the criteria for developing and considering alternatives).
 - Describe the intended use and type of EIR/EIS, as required by 14 CCR Section 15124(d) of the State CEQA Guidelines and Council on Environmental Quality (CEQ), including a list of responsible and other agencies expected to use the EIR/EIS in decision making and a list of approvals for which the EIR/EIS will be used.
 - Describe the scope and focus of the EIR/EIS. The EIR/EIS will also include the NOP, NOI, and comment letters received in an appendix, along with an explanation of those issues raised that were not considered in the EIR/EIS.
 - List the agency roles and responsibilities, including a listing of regulatory requirements, permits, and approvals.
 - Describe the organization of the EIS/EIR.
 - List documents relied on in preparation of the EIR/EIS.
 - List standard terminology, acronyms, and abbreviations.
- Alternatives
 - Describe "all reasonable alternatives" including the No Action (equivalent to CEQA No Project) and alternatives not within lead agency's jurisdiction. CEQA requires the consideration of "reasonable range of alternatives," including "No Project," which are capable of meeting project objectives.
 - Describe alternatives, including rationale for their selection for consideration. Describe the CEQA/NEPA requirements for evaluation of alternatives, including screening criteria.
 - Describe screening criteria developed to assess the feasibility of the alternatives considered, but eliminated, as well as those selected for analysis.
 - Describe proposed project according to information provided by the project applicants, including a list of permitting actions required.
 - Describe regional and local setting.
 - Describe project background and history.
 - Describe project characteristics, including on- and off-site components; infrastructure support required to serve the project; timing; and any other information relevant to an understanding of the project.
 - Construction schedule and phasing.

CEQA (14 CCR Section 15126.6) and NEPA require preparation of an Alternatives analysis, however, there are differences between CEQA and NEPA. CEQA requires a focus on the project with a comparative analysis of alternatives, whereas NEPA requires an equal level of detail analysis of alternatives, therefore, AECOM will:

- Conduct equal level of analysis of five alternatives, to meet the requirements of NEPA. These alternatives will consist of: No USACE Permit, Proposed Project, Biological Impact Minimization, Agency Conceptual Strategy, Increased Development, and No Project (No Action under NEPA).
- Add a discussion in the Alternatives chapter of the other alternatives considered but rejected from further consideration. The rationale for rejection of alternatives will be documented and based on the 404(b)(1) alternatives analysis to be provided by the applicant/ECORP Consulting, Inc. (ECORP). Such alternatives will include an off-site alternative and the alternatives considered in the 404(b)(1) analysis.
- Identification of an “environmentally superior alternative” as required under CEQA.

Environmental Setting

CEQA requires preparation of an Environmental Setting section (14 CCR Section 15125), and NEPA requires preparation of an “Affected Environment” section. However, for purposes of the EIR/EIS, the section will be entitled, “Affected Environment.” These two sections are roughly equivalent, and for each issue area evaluated in the DEIR/DEIS this section will:

- Describe physical conditions that were in place at the time the NOP was published (per CEQA) and supplemented with any updates in the existing condition (per NEPA) (by environmental topic);
- Serve as the “baseline” for assessing impacts; and
- Serve as the discussion of the No Project (i.e., No Development) Alternative.

Environmental Impacts and Mitigation Measures

CEQA (14 CCR Section 15126) requires an analysis of “Environmental Impacts,” and NEPA requires an analysis of “Environmental Consequences,” which are interrelated. AECOM will prepare one chapter that contains the following to satisfy both CEQA and NEPA requirements. The chapter will be entitled, “Environmental Consequences and Mitigation Measures,” and will include the following components:

- Description of environmental setting (affected environment, see above) for each issue area.
- Description of regulatory framework.
- Listing of significance thresholds. These will in large part be based on the questions contained in the CEQA Checklist contained in Appendix G of the CEQA Guidelines, although other sources (for example, the thresholds of the Sacramento Metropolitan Air Quality Management District [SMAQMD]) will be used where more pertinent.
- Description of approach and methodology to impact analysis.
- Evaluation of impacts against significance thresholds and identify significance for each alternative, including No Project (i.e., No Development).
- Evaluation of impacts of the alternatives compared to the proposed project (required for NEPA).
- Recommend mitigation measures to avoid or reduce impacts to below significance, where feasible and available.

- Develop performance standards (as mitigation) to be incorporated into and adopted as part of the SunCreek Specific Plan.
- Provide a brief discussion identifying why the identified mitigation measures mitigate the impact to less-than-significant or why the impact is not mitigatable.
- Describe residual impacts following implementation of mitigation.

Other CEQA- and NEPA-Mandated Sections

AECOM will prepare separate chapters to cover the following mandated issue areas under either CEQA or NEPA:

- Growth-inducing impacts
- Significant irreversible and irretrievable commitment of resources
- Cumulative impacts
- Relationship between short-term use of the environment and maintenance and enhancement of long-term productivity
- Significant and unavoidable impacts

OVERALL WORK PROGRAM

The proposed scope of work that follows has been organized into major tasks that are tracked in the AECOM budget spreadsheet accompanying this scope of work, with the exception of the tasks listed below that either been completed as part of the previous work effort or deleted from AECOM's scope of work. Note that the accompanying budget spreadsheet is organized by task, but it is possible that AECOM may transfer monies between tasks to accomplish the work.

Completed Tasks

The following tasks listed below have already been completed by AECOM as part of its work on the SunCreek Specific Plan project, and therefore will not be discussed further in this scope of work:

- Initiate Project and Review Data
- Prepare Preliminary Project Description and Develop Alternatives
- Facilitate and Attend NOP/NOI Scoping Meetings

Deleted Tasks

The following tasks listed below were deleted from AECOM's scope of work by the City on the SunCreek Specific Plan project, and therefore will not be discussed further in this scope of work:

- Prepare biological assessment (now being prepared by ECORP)
- Prepared amended SB 610 Water Supply Assessment (now being prepared by Sacramento County Water Agency [SCWA])

Task A: Prepare First Administrative Draft EIR/EIS

Purpose

After the CEQA and NEPA approach and strategy have been determined and agreed to by the City (completed) and USACE and the City and USACE have approved the draft project description (in progress), AECOM will prepare the first administrative draft EIR/EIS that analyzes all potentially significant impacts associated with implementing the project.

Refer to Joint EIR/EIS Approach above for how AECOM envisions meshing CEQA requirements with NEPA requirements into the joint document. The following is the draft outline (which is based on USACE's standard EIS format (with deviations agreed to by USACE and the City [for the EIR]), which will include all of the content requirements pursuant to CEQA and NEPA and as identified above plus some additional clarification of contents.

Approach

The following lists and supplements/provides further clarification of the content requirements identified above under Joint EIR/EIS Approach.

1. Cover Page

2. Table of Contents

3. Executive Summary/Table Summarizing Impacts and Mitigation Measures

Because the Executive Summary table provides a restatement of the text of the impacts and mitigation measures in the DEIR/DEIS, preparing the table while the remainder of the document is still being revised and subject to City and USACE review is inefficient. For this reason, the text of the executive summary will be provided, but the table summarizing the impacts and mitigation measures will not be provided to the City and USACE for review until the Second DEIR/DEIS.

4. Introduction and Statement of Purpose and Need

The Introduction and Statement of Purpose and Need will form Chapter 1 of the EIR/EIS. Refer to the Project Description described above in the Joint EIR/EIS Approach..

5. Alternatives

The Alternatives will constitute Chapter 2 of the EIR/EIS, and will incorporate the Project Description required under CEQA.

The alternatives to the proposed project have already been developed in consultation with the City and USACE. In addition to the proposed project, AECOM will complete an equal level of detail analysis (in compliance with NEPA) of the following five alternatives:

- No Project (i.e., no development)
- No USACE Permit
- Biological Impact Minimization
- Agency Conceptual Strategy

- Increased Development

AECOM will integrate the results of the 404(b)(1) alternatives analysis (to be provided by ECORP) into the NEPA alternatives discussed but eliminated from further consideration in Chapter 2 of the EIR/EIS.

A screening level analysis of one potential off-site alternative will be conducted. It is assumed that a site within the Sacramento County Urban Services Boundary will be used for the Off-Site Alternative. Screening level analysis of an off-site alternative would include database and record searches and review of aerial photography. No field surveys are proposed for the screening level analysis. If additional surveying or technical studies are required, the scope of work would need to be adjusted accordingly.

The Alternatives chapter is in the process of being substantially rewritten since its initial writing in 2006/2007. Since 2007, substantial changes to the proposed project and alternatives under consideration have occurred, including changes in:

- land use types and acreages,
- number of dwelling units,
- number of jobs,
- estimated generated population,
- drainage plans (including the addition of several drainage plans to be analyzed as “alternatives” to the proposed drainage plan),
- sewer service, and
- water supply.

Note that after September 1, 2010, additional alternatives added, or substantive refinements to the alternatives or land use acreages, dwelling units, and/or commercial square footage will require a contract modification if these changes require recalculation of demand numbers or acreages affecting the document.

6. Environmental Setting, Impacts, and Mitigation Measures

The Affected Environment, Environmental Consequences, and Mitigation Measures will constitute Chapter 3 of the EIR/EIS. Using existing information and, when necessary, new analysis, AECOM will prepare the Environmental Setting [i.e., Affected Environment], Impacts [i.e., Environmental Consequences], and Mitigation Measures chapter. It is anticipated that the following issues (which will each be a separate section within Chapter 3) will be addressed in the EIR/EIS in an equal level of detail for each project alternative, except for the Off-site Alternative:

- Aesthetics
- Air Quality
- Biological Resources
- Climate Change
- Cultural Resources
- Environmental Justice
- Geology, Soils, and Minerals Resources
- Hazards and Hazardous Materials
- Hydrology and Water Quality

- Land Use and Agricultural Resources
- Noise
- Parks and Recreation
- Population, Employment, and Housing
- Public Services (law enforcement, fire protection, schools, and solid waste)
- Traffic and Transportation
- Utilities and Service Systems (wastewater, electricity, energy, natural gas, and communications)
- Water Supply

Each section of Chapter 3 will include the environmental setting, regulatory framework, analysis methodology, thresholds of significance, impact analysis, cumulative impacts, and residual impacts. Alternatively, to improve readability and reduce the volume of text within each analysis chapter, the regulatory framework may be provided in an Appendix that is attached to the DEIR/DEIS. Additionally, AECOM will prepare an introduction to the impact analysis that describes key terminology, impact mechanisms, and other items relevant to Chapter 3.

a. Aesthetics. AECOM will evaluate the potential for the urbanization of the project site to gradually eliminate views of expanses of open space that are currently seen from adjacent roadways. A reconnaissance-level site visit will be conducted to evaluate the visual character of the project site and surrounding areas and to take photographs from key vantage points to be included in the EIR/EIS. It is assumed that visual photosimulations are not necessary. If the City or USACE determines that photosimulations should be prepared, AECOM can produce them. However, they are not included in the scope of work at this time. The effect of the change in the visual character of the project study area from rural open space to urban uses will be evaluated and any scenic resources that could potentially be damaged/degraded will be identified. The character of the proposed urban design will be evaluated with respect to the project's ability to enhance the visual quality of the City and the visual experience of those visiting or residing in the immediate area. A brief statement/discussion as to whether or not urban blight would occur as a result of the project will be included. AECOM will develop performance standards to be incorporated and adopted as part of the specific plan that include architectural style and design, landscaping, lighting, visual buffers, tree retention, sustainability guidelines, building height, and other performance relevant performance standards to avoid or reduce visual impacts to less-than-significant levels (if such performance standards are not already contained in the specific plan). AECOM will coordinate these performance standards with the City to ensure consistency with any design guidelines or other performance standards that are already part of the City's General Plan.

AECOM will evaluate the potential for lighted commercial and recreational areas within the project and traffic generated by the project to result in light and glare effects to residential properties that will be located both within and adjacent (future) to the project study area. The potential for project lighting to increase ambient light levels causing diminished or obscured views of nighttime skies will also be analyzed. If available from the project applicant, lighting plans will be analyzed to reduce light and glare effects. If such plans are not available, AECOM will provide performance standards as mitigation to be incorporated into the EIR/EIS and specific plan.

b(1). Air Quality and Odors - EIR/EIS Analysis. Current regional and local air quality conditions in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described, if needed. However, field monitoring of meteorology and pollutant emissions is not included. The local topographic effects on pollutant dispersal

will be discussed. Applicable air quality regulatory framework, standards, and significance thresholds will also be addressed.

Temporary and short-term and long-term air quality impacts will be assessed for the proposed project and the alternatives listed above at an equal level of detail. Temporary and short-term and long-term impacts will be analyzed as described below.

The air quality impact analysis will include a general discussion of potential temporary and short-term (i.e., construction) air pollutant effects. Projected construction emissions will be estimated based on construction data (e.g., assumed duration of construction, project phasing, amount of land to be disturbed/graded, types of equipment to be used, number of construction employees) to be provided by the project applicant. Construction emissions of nitrogen oxide (NO_x) and particulate matter less than 10 microns in diameter (PM₁₀) will be assessed in compliance with the most recent SMAQMD guidelines and significance thresholds. For purposes of this scope, it is assumed that the project would not fall below the PM₁₀ screening levels for construction projects and thus more complex dispersion modeling (ISC3) would be required. As a result, the project-level analysis for project construction will include modeling PM₁₀ to determine compliance with the adopted PM₁₀ emission concentration and substantial contribution thresholds.

Long-term (i.e., operational) regional air pollutant emissions, including stationary, area, and mobile source emissions, will be assessed. Regional mobile source emissions will be estimated based on trip generation data to be provided by Fehr & Peers from the traffic analysis prepared for this project. The California Air Resources Board (ARB)-approved URBEMIS2002 and EMFAC2002 (BURDEN2002) computer models will be used to estimate regional criteria pollutant emissions associated with the project. These modeled emissions will be assessed in compliance with the SMAQMD mass emission thresholds for ozone precursors. To determine compliance with the newly adopted emission concentration and substantial contribution thresholds, operational emissions will be further analyzed using the SMAQMD Guide to Air Quality Assessment and/or more detailed modeling. Emissions of potentially odorous and/or toxic air contaminants and resultant impacts to nearby sensitive land uses will be qualitatively discussed.

This scope of work assumes that based on traffic data provided by Fehr & Peers, modeling of local mobile source carbon monoxide (CO) concentrations will not be necessary.

Total regional operational emissions of criteria pollutants will be compared with applicable SMAQMD significance thresholds. For purposes of this scope, it is assumed that the project would be consistent with the emissions budgets contained in regional air quality attainment plans, such that extensive consultation with SMAQMD and SACOG staff regarding attainment plans would not be required. A Clean Air Act General Conformity determination is not included in this scope.

Sources of toxic air contaminants (TACs) (e.g., diesel particulate matter, asbestos) proposed by the project (e.g., ground disturbance activities, construction equipment, emergency generators, and truck idling at commercial uses) will be qualitatively assessed in the EIR/EIS for their potential to result in the exposure of sensitive uses to levels that exceed the recommended thresholds. In addition, AECOM will also address the potential exposure of sensitive uses proposed as part of the project to TACs from the existing sources (e.g., high-capacity roadways, Aerojet/Industrial uses, and railroads). Specifically, to assess the potential risk from mobile sources AECOM will use SMAQMD's recently adopted Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways (January 2007).

Potential sources of odors and resultant impacts on existing and proposed sensitive receptors will also be discussed qualitatively.

b(2). Operational Air Quality Mitigation Plan. Projects that exceed the long-term operational thresholds of 65 pounds per day of NO_x or reactive organic gases (ROG) must mitigate the air quality impact using all feasible and available mitigation. SMAQMD has specifically requested that the project proponent develop an Air Quality Mitigation Plan describing how the project will reduce emissions. The numeric point value of the emissions reductions has not yet been determined, but could range from 15 to 30%.

The SMAQMD *Guidance for Land Use Emission Reductions* contains a list of measures and corresponding reduction credits that can be applied to meet the targeted reduction percentage. Each emission reduction measure is assigned a point value, which is approximately equivalent to the percentage reduction in emissions from the level that would be produced by a base-case project assuming standard building components and construction and standard, full trip generation per the current *Institute of Transportation Engineers Trip Generation Handbook*. In addition, measures are designed to apply to specific types of land uses. Point values are to be scaled according to the types of land uses that are included in the project. AECOM will review all design and component measures included in the most recent version of *SMAQMD Guidance for Land Use Emission Reductions* and determine which reduction measures are incorporated into the SunCreek Specific Plan EIR/EIS. In addition to the standard operational measures outlined in the *SMAQMD Guidance*, AECOM will consider additional quantifiable and enforceable emission reduction strategies in consultation with the City and SMAQMD. For each applicable reduction measure, AECOM will amass a narrative that describes how each selected measure is incorporated in the Specific Plan (as prepared by Wade Associates). It is assumed that approximately one brief paragraph of text will be sufficient for each applicable reduction measure and that the entire AQMP will require no more than five exhibits. If necessary, AECOM will submit an information request to the project applicant(s) for additional project data and design exhibits required to demonstrate the incorporation of each pertinent reduction measure. Requested materials may include, but are not limited to, information regarding parking capacity and location, bicycle facilities, transit pass subsidies, the use of wood stoves, etc. A point value (percentage reduction) will be assigned to each applicable reduction measure based on *SMAQMD Guidance* and the sum point value of all reduction measures will be tallied. AECOM will also attend up to three meetings with the project applicant(s), SMAQMD, and/or the City regarding the Plan's development. AECOM does not guarantee any minimum sum total of points that will be credited to the Specific Plan, as point values are determined by factors beyond AECOM's control. AECOM will submit a draft copy of the AQMP to both the City and SMAQMD for comment. This scope of work assumes no more than one reiteration of the AQMP.

Please note: Any revisions to the traffic report, subsequent to completion of any air quality modeling, may require additional effort currently not accounted for in this scope of work.

c. Biological Resources. AECOM biologists will base the analysis of impacts on biological resources resulting from the project on a thorough review and analysis of previously completed documents that address the biological resources of the project site. This will include a review of the Draft Biological Resources Assessment for the Sunrise Douglas 2 Specific Plan (Foothill Associates 2004), Sunrise Douglas 2 Wetlands Map (ECORP 1995), and Sunrise Douglas 2 Wetland Study (Davis2 Consulting Earth Scientists 2001), wetland delineations provided by ECORP, and exhibits showing the types of wetlands and acreages impacts as prepared by ECORP.

For biological resources, the EIR/EIS will include a project-level analysis of potential impacts for the entire 1,253-acre project site. An AECOM biologist will conduct a one-day reconnaissance-level survey of the 1,253-acre project site. The purpose of the site visit will be to characterize and describe common and sensitive biological resources present and to verify information in the existing biological reports (as provided to AECOM in 2006). The potential presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise unique by the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Game (DFG), or the California Native Plant Society (CNPS) will be evaluated.

AECOM will search statewide databases that include specific information on previously documented special-status species occurrences on or near the project site, including DFG's databases, California Natural Diversity Database (CNDDDB), and the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants for information on previously documented local occurrences of special-status plants.

It is assumed that the proposed approach for collecting and analyzing baseline information on biological resources will meet USACE requirements. Any additional requirements by either the City or USACE, or substantial revisions to the habitat assessment prepared by ECORP, could result in a contract modification.

Based on biological resources assessment previously conducted in the project vicinity, sensitive biological resources known to occur on the project site include jurisdictional waters of the United States, including wetlands; known or potential occurrences of special-status plants; known occurrences and potential habitat for special-status reptiles, amphibians, and vernal pool crustaceans; potential foraging habitat for Swainson's hawk; and potential nesting and foraging habitat for Cooper's hawk, western burrowing owl, white-tailed kite, and other raptors.

This scope of work assumes that the biological surveys for sensitive biological resources completed to date will be sufficient for the purposes of the EIR/EIS. If it is determined at a later date that focused surveys must be conducted, AECOM is prepared and qualified to conduct those surveys as an amendment to this scope of work, upon the request of the City or the USACE, if desired.

After completing the review of existing biological resources information and the reconnaissance survey, the Biological Resources section of the EIR/EIS will be prepared. The section will provide a summary of biological resources on the project site, including descriptions of plant communities present, the associated plant and wildlife species, and sensitive biological resources known to or with the potential to occur on the project site. An exhibit will also be provided, depicting the locations of known occurrences of special-status species, areas of suitable habitat for special-status species, and sensitive habitats on the project site. A habitat map of the site will also be included in the section. AECOM assumes that ECORP will prepare exhibits, showing the types of wetlands present and the acreages of wetland impacts for each project alternative. These exhibits will also be included in the section.

The EIR/EIS will provide a detailed analysis of all potentially significant direct, indirect, and cumulative impacts of the proposed project and alternatives to biological resources. Proposed habitat removal or alteration will be quantified by habitat type (wetland habitat will be quantified by ECORP). The potential need for incidental take authorization and consultation under Section 7 of the Endangered Species Act will be discussed as mitigation. The USACE permit process for wetland fills will also be discussed as mitigation. Feasible measures to avoid, reduce, and/or minimize potentially significant impacts resulting from implementation of the project will be recommended in the EIR/EIS. Unavoidable adverse impacts will be identified, if applicable. All mitigation measures will be designed in conformance with USACE, City, and resource agency requirements.

AECOM understands that regulatory authorization from USACE, DFG, USFWS, and possibly other state, federal, regional, and local agencies with jurisdiction over biological resources on the project site will be needed before the project could be implemented. It is also assumed that the project applicant will obtain all permits and perform formal consultation.

This scope of work does not include any work associated with analysis of fisheries issues in the Cosumnes River, or any other stream or river in the Sacramento region, based on the project's need for either surface water or groundwater supply, other than a statement that incorporates by reference the work performed in

other documents (i.e., Sunrise Douglas EIR, Sierra Vista EIR). Any fisheries analysis that is above and beyond this statement of incorporation by reference will require a scope and budget augmentation.

d. Climate Change. AECOM will conduct an analysis of climate change to respond to this issue area, which is currently the focus of legal scrutiny and has recently been added to the State CEQA Guidelines. Additionally, the U.S. Environmental Protection Agency (EPA) requires USACE to include a climate change analysis when evaluating the effects of new residential development.

As a dedicated section, the Climate Change section will be able to set an appropriate baseline and provide a sufficient environmental setting including the regulatory framework such as Assembly Bill (AB) 1493, Executive Order S-3-05, AB 32, and Senate Bill (SB) 1368. The chapter will disclose and discuss the uncertainties involved with climate change. The chapter will estimate the emissions of greenhouse gases and will discuss mitigating factors such as "smart growth," traffic, and electricity usage. Finally, the chapter will disclose and discuss the effect of global climate change on the project that affect such areas as water supply, surface water quality, groundwater, and public safety issues including sea level-rise impacts on the Sacramento and American Rivers, flood control, and sudden climate change. AECOM will include standards as recently promulgated by the Governor's Office of Planning and Research and base the analysis using the guidance to be issued by the California Air Pollution Control Officers Association (CAPCOA) in September 2010. The impacts will be characterized according to the project's greenhouse gas (GHG) efficiency (relative to per capita/per employee emissions), according to consistency with regional plans (if available), and through a comparison of projected GHG emission levels relative to the same sectors in the statewide emissions inventory needed to achieve emission reduction goals of AB 32. Based on these criteria, AECOM will assess the project and propose mitigation measures as appropriate.

e. Cultural Resources. AECOM will complete the following tasks to provide the necessary information and assessment of potential project-related impacts to support the EIS/EIR and agency decisions under NEPA, CEQA, and Section 106 of the National Historic Preservation Act (NHPA).

- *Area of Potential Effects Map.* Building on the work conducted by Peak & Associates in 1999, AECOM will prepare a large-scale map depicting the proposed development and known cultural resources within the project area in accordance with Section 106 of the NHPA and codified in Title 36 Code of Federal Regulations (CFR) Part 800.4(a)(1).
- *Native American Consultation.* The Peak report states that some Native American contact was conducted, and that a response was received from one individual. However, as there is no documentation of the effort in the report (such as a letter to the Native American Heritage Commission [NAHC]), and since that effort took place more than 10 years ago, AECOM will update the Native American contact process. A letter will be sent to the NAHC asking for a new list of individuals or groups with potential knowledge of the project study area. Contact letters will then be sent to each of the individuals noted by the NAHC. A maximum of two follow-up telephone calls will be made to the individuals that do not respond in writing to the contact letter. The results of this contact program will be incorporated in the EIS/EIR being prepared for the project.
- *Background Research.* Like the Native American contact program, the background research is also over 10 years old. An updated record search will be performed at the North Central Information Center to determine whether any new information has been submitted to that repository.
- *Reporting.* For the EIR/EIS, AECOM will compile a complete environmental setting section and a concise description of potential project-related impacts. Significance criteria and measures needed to avoid or reduce significant impacts to historic or prehistoric resources in compliance with NEPA, CEQA, and Section 106 of the NHPA will be developed and presented for inclusion in the EIS/EIR.

In accordance with the State CEQA Guidelines, AECOM will outline procedures to be undertaken in the event that buried archaeological materials (e.g., bone, flaked stone, structural remains, historic refuse), or human remains, are encountered during project construction. Note that the cultural resources section of the DEIR/DEIS was completed in 2007 according to the bullets listed above. No additional work related to cultural resources is proposed as part of this scope of work. This scope of work also does not include any work required under Section 106 of the NHPA.

It is assumed that the City will perform any work associated with compliance with SB 18.

f. Environmental Justice. “Environmental justice” refers to the fair and equitable treatment of individuals regardless of race, ethnicity, or income level, in the development and implementation of environmental management policies and actions. In February 1994, President Clinton issued Executive Order (EO) 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations.” The objective of this EO is to require each federal agency to “make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations (“Environmental Justice: Guidance Under the National Environmental Policy Act,” Council on Environmental Quality, December 10, 1997). The EO was accompanied by a memorandum that emphasized the importance of NEPA as a means for implementing environmental justice principles. The memorandum directs federal agencies to analyze the environmental effects, including human health, social, and economic concerns, of their actions where such analysis is required by NEPA. Executive Order 12898 gave agencies authority to consider environmental effects on low-income and minority populations. It also directs agencies to collect and evaluate data on the comparative health and environmental risks borne by low-income and minority populations, and to remove barriers to participation by such populations in the review of agency documents, public hearings, and other public participation activities.

Specifically, the president’s memorandum directs federal agencies to undertake three actions:

1. Analyze environmental effects, including human health, economic, and social effects, of federal actions, including effects on minority communities and low-income communities, when such analysis is required by NEPA.
2. Develop mitigation measures outlined or analyzed in EAs, EISs, or RODs, whenever feasible, which address significant and adverse environmental effects of proposed actions on minority communities and low-income communities.
3. Provide opportunities for community input in the NEPA process, including identifying potential effects and mitigation measures in consultation with affected communities and improving accessibility of public meetings, official documents, and notices to affected communities.

The Environmental Justice section of the EIR/EIS will:

- describe the potentially affected public;
- describe the baseline conditions, relevant human environment, and area of influence;
- identify the full range of probable social impacts that will be addressed based on existing socioeconomic data;
- project the estimated effects;
- determine the significance of the social impacts identified;
- estimate subsequent impacts, and indirect, or cumulative impacts;

- develop mitigation measures for any unavoidable adverse effects, and if needed, include monitoring of the affected community(s) as part of the mitigation; and
- determine if any of the alternative could result in a violation of Federal, State, Indian tribal, or local law.

Overall, the purpose the environmental justice analysis includes developing the area of potential effect, drawing the sociological profile of the affected communities, determining if the project would unduly affect disadvantaged communities or is likely to adversely change the character of the community. The analysis will rely strongly on U.S. Census data.

g. Geology, Soils, and Minerals Resources. AECOM will assess the potential for impacts associated with soil and geological conditions at the project site. This section will focus on geotechnical hazards, seismicity of the area, potential for liquefaction and subsidence, the erodibility of the site's soils, soil stability characteristics, and shrink/swell potential of site soils, as applicable. AECOM will also assess potential impacts to economically valuable mineral resources that may be present at the project site. A geotechnical report for the project site has not been prepared, and this scope of work does not include geologic fieldwork or geotechnical engineering. The analysis will be based on a review of geologic maps and published geologic literature, U.S. Soil Conservation Service soil survey data, and information on mineral resources published by the California Division of Mines and Geology. Mitigation measures will be presented for any significant or potentially significant impacts identified in this section.

Based on a review of geologic maps, the project site is located within the Laguna Formation, which is not known to contain fossil deposits. Thus, AECOM will prepare a paragraph explaining why no impacts to paleontological resources would occur.

h. Hydrology and Water Quality: AECOM will prepare a hydrology and water quality impact assessment that focuses on the following main water resource topics, including:

- short-term temporary construction-related effects on hydrology and water quality;
- long-term operations-related water quality;
- permanent changes to stormwater drainage and/or flooding;
- operations-related impacts to groundwater conditions (assuming groundwater is used for municipal or landscaping supplies); and
- cumulative on-site and off-site hydrology and water quality impacts.

The environmental setting will describe existing drainage and water quality conditions of the project study area based on existing information. Applicable federal, state, regional, and local regulations for stormwater drainage, grading and erosion control, and other water quality protection procedures will be described, and where necessary, additional available and feasible mitigation measures will be identified if found to be necessary.

The impact analysis of hydrologic and water quality resource topics will generally be qualitative based on existing information; quantitative information and analyses will be provided where information is available. Specific water resources issues that are anticipated to be of interest to responsible agencies and other stakeholders will be addressed in the impact analysis and include, but are not limited to:

- stormwater drainage runoff effects to Laguna Creek, the Laguna Creek Watershed, and communities located downstream of the property;

- consistency with County National Pollutant Discharge Elimination System (NPDES) Stormwater Management Program for stormwater drainage and water quality treatment, including hydromodification and Low Impact Development (LID);
- off-site water quality effects associated with construction and long-term urban development; and
- the effect of impervious services on groundwater recharge.

EO 11988 on floodplain management provides guidance for the protection of natural floodplain values and of life and property. To comply with the requirements of CEQA and NEPA, the potential effects of the project related to flooding will be evaluated.

For the purpose of technical analyses to be conducted and completion of this scope of work, AECOM assumes that:

- AECOM will not conduct any additional hydrologic or water quality field data collection for the project.
- the setting and analysis of hydrologic and water quality impacts will be based on existing information to the extent possible including the updated 2009 Master Drainage Study and reports and technical memoranda prepared by MacKay & Soms in 2010, and other readily available information (e.g., floodplain data, resource agency reports);
- the project applicant(s) will provide relevant hydrology and water quality data (prepared by MacKay & Soms) that has been conducted on surface drainages within the project study area, including a drainage master plan;
- no substantive changes to the drainage plan will be made by the project applicant(s) once the EIR/EIS impact analysis has been commenced; and
- no supplemental hydrology or drainage studies will be conducted by AECOM.

i. Hazards and Hazardous Materials. The Hazards and Hazardous Materials section of the EIR/EIS will be based on information contained in the Phase I Environmental Site Assessment (ESA) prepared by Wallace Kuhl and Associates in July 1999. This scope of work does not include additional site reconnaissance or interviews.

- The Phase I ESA concluded that “hazmat-related conditions relative to the agency-listed facilities can change with the passage of time, particularly as regards identified groundwater contaminant plumes and the pending hydrogeologic characterization that must occur at Sacramento Rendering in connection with UST (Underground Storage Tank) removal. We recommend that appropriate policy and planning mitigations be built into the Sunrise Douglas 2 (SunCreek) Specific Plan so as to minimize potential impacts on human health and the environment, in the event that neighborhood ground water contaminant plumes might migrate to beneath the subject property.”
- AECOM will include in the Hazards and Hazardous Materials section a separate map showing the location of important hazardous conditions on the property, if any are present. Also included in the EIR/EIS will be a discussion of hazardous materials issues related to adjoining properties and any potential effects these properties may have on the project. Ongoing remedial efforts, including groundwater concerns in the area will be discussed. The potential for groundwater use to adversely affect the movement of Aerojet-contaminated groundwater plumes will be addressed (see scope of work below for Water Resources and Information Management Engineering [WRIME]).
- This section will also include an analysis of potential wildfire hazards, birdstrikes related to Mather Airport, and traffic hazards (to the extent they are not already addressed in the Traffic and

Transportation section). Flooding hazards will be addressed in the Hydrology and Water Quality section.

j. Land Use and Agricultural Resources. This section will assess the consistency of the project with plans and that have been specifically adopted to reduce or eliminate environmental impacts, such as Sacramento Local Agency Formation Commission (LAFCO) policies, Sacramento Area Council of Governments' Regional Blueprint Plan, Mather Airport Comprehensive Land Use Plan (CLUP), City tree preservation ordinances, and habitat conservation plans. (Each section within Chapter 3 of the EIR/EIS will contain a bulleted list of City General Plan policies that are relevant to that issue area within the subsection entitled "Regulatory Framework." [Alternatively, to improve readability and reduce the volume of text within each analysis chapter, the regulatory framework may be provided in an Appendix that is attached to the EIR/EIS.] If there are any conflicts between those policies and the project, that conflict will be handled as a separate impact in the appropriate issue area.) This section will also address the potential impacts on agricultural resources, including the potential loss of Prime Farmland and the potential the conversion of nearby undeveloped land to urban uses. Exhibits showing existing and proposed existing land uses and zoning will be presented in the EIR/EIS.

This scope of work does not include a policy-by-policy analysis or discussion of the project's consistency with City of Rancho Cordova General Plan policies, because such as analysis is not required under CEQA or NEPA.

k. Noise. The EIR/EIS will include a description of the existing noise environment on and in the vicinity of the project site, based on existing environmental documentation and on-site reconnaissance data. If available from existing sources/documentation, noise contour maps associated with nearby major noise sources that could potentially affect the project site, including Mather Field, will be incorporated in the EIR/EIS. As part of a site reconnaissance, AECOM will conduct up to a total of 8 short-term (i.e., 15 minute) daytime noise measurements at various locations on and in the vicinity of the project site to document ambient noise levels. Noise modeling that was conducted in 2005 will be updated under this scope of work, because in the intervening five years, conditions have changed in the project vicinity that could substantially change the existing noise environment. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, regional, and local regulatory framework, will be described in the EIR/EIS.

Temporary and short-term and long-term noise impacts will be assessed for all alternatives at an equal level of detail. Temporary and short-term and long-term impacts will be analyzed as described below:

- To assess potential temporary, short-term (i.e., construction) noise impacts, sensitive receptors and their relative exposure (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined and resultant noise levels at those receptors (at given distances from the source) will be calculated. Predicted noise levels will be compared with applicable state and local standards.
- To assess potential long-term (i.e., operational) noise impacts, AECOM will conduct traffic noise modeling based on average daily traffic (ADT) volumes to be provided by Fehr & Peers from the traffic analysis prepared for this project. The Federal Highway Administration roadway noise prediction model will be used to determine roadway traffic noise levels (in day-night noise level/community noise equivalent level [$L_{dn}/CNEL$]) for the existing, existing-plus-project, and cumulative-plus-project scenarios, for up to ten roadway segments. Modeled traffic noise levels and distances to noise contours for the modeled scenarios will be summarized in the EIR/EIS.
- The assessment of long-term noise impacts will include an analysis of stationary source noise impacts associated with the project, as well as potential noise impacts to the site associated with nearby noise

sources, including ongoing Aerojet activities (to the extent that such information is available), Mather Field, and nearby development projects. This analysis will include an evaluation of the potential for existing stationary noise sources to affect proposed on-site land uses and of the potential for proposed on-site noise-generating land uses to affect both on-site and off-site receptors. Analysis of nearby noise sources and potential impacts to the project site will be based on existing environmental documentation and data obtained from the noise monitoring survey. For purposes of this scope, it is assumed that CNEL noise contour maps for Mather Field would be available from the County, such that detailed noise modeling of aircraft operations at this facility would not be required. Based on discussions with Mather Field personnel, single-event noise contour maps associated with air craft over flights have not been prepared for this facility. Consequently, the assessment of aircraft noise will be based on a qualitative discussion of predicted single-event noise levels (SEL) associated with aircraft over flights, based on a review of current and projected Mather Field flight paths in relation to the project site, existing SEL data from similar aircraft operations, as well as any measurement data obtained during the site reconnaissance. Modeling of aircraft noise or specific aircraft noise measurements are not included in this scope.

The significance of temporary and short-term and long-term noise impacts will be determined based on applicable state and local (i.e., City of Rancho Cordova, County of Sacramento) standards. Mitigation measures will be developed for significant and potentially significant noise impacts.

l. Parks and Recreation. The Parks and Recreation section will provide information regarding, state, regional, and local parks in the project vicinity. Parkland and open space requirements of the City of Rancho Cordova and the Quimby Act will be calculated and addressed. This section will also discuss the Cordova Recreation and Park District. The analysis will focus on the following two questions from the CEQA environmental checklist, which also take into account the thresholds under NEPA:

- Does the project include new recreational facilities, or require the construction or expansion of existing recreational facilities, that might have a substantial adverse physical effect on the environment?
- Would the project increase demand on existing neighborhood and community parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

It is AECOM's understanding that the project applicant(s) have previously conferred with the City regarding open space and parkland requirements, and that the proposed project meets the City's parkland requirements. However, after analysis, should that not turn out to be the case, AECOM will immediately notify the City so that project design changes can be made; or, should the deficiency occur in one of the other action alternatives, mitigation measures will be included to require that sufficient park land be included.

m. Population, Employment, and Housing. The Population, Employment, and Housing section will include a review of the City's housing goals and policies as reflected in the City's General Plan; potential changes in population, housing, and employment characteristics resulting from the project; and the potential for secondary environmental impacts from those changes. The population analysis will compare the amount and type of growth anticipated under the project with estimates contained in the City's General Plan, the County, the U.S. Census Bureau, and other adopted planning documents, including Sacramento Area Council of Governments (SACOG) projections. A jobs/housing balance analysis will be conducted, but will be included in the cumulative analysis, for information purposes only (since the jobs and housing balance does not constitute a physical environmental impact).

n/o. Public Services/Utilities and Service Systems. The Public Services section will address law enforcement, fire protection, schools, and solid waste. The Utilities and Service Systems section will address wastewater, electricity, natural gas, and communications. AECOM will contact appropriate public service providers to obtain relevant baseline and regulatory information, to the extent such information is not readily available in the public domain. AECOM assumes that the project applicant(s) will provide “will-serve” letters and on-site electrical facilities and recycled wastewater plans. Project-related demand for facilities and services will be estimated and compared against existing capacity and proposed future capacity associated with the project (e.g., potential fire stations, schools, etc.). Service demand will be determined using population projections and land use information provided by the project applicant(s). Impacts will be based on whether any new facilities would be needed and if construction of such facilities could generate significant impacts. The potential impacts of any required annexation of services will be addressed in the Land Use section.

This scope of work does not include a program- or project-level analysis by AECOM of the following off-site facilities (although consideration of the first two bulleted facilities listed below will be provided in the EIR/EIS cumulative analysis):

- electrical facilities to be constructed by the Sacramento Municipal Utility District (SMUD) (will be analyzed in a separate CEQA document in the future by SMUD);
- natural gas facilities to be constructed by Pacific Gas and Electric Company (PG&E) (will be analyzed in a separate CEQA document the future by PG&E);
- sewer facilities (all off-site sewer facilities are assumed to have already been analyzed separately by the Sacramento Regional County Sanitation District);
- off-site roadway improvements listed in the EIR/EIS as mitigation measures (analysis is assumed to be determined and/or prepared in a separate CEQA document the future by the City of Rancho Cordova or other agencies such as Caltrans);
- construction impacts from installation of off-site groundwater wells (since there is no specific location for off-site groundwater wells, all groundwater wells are assumed to be installed on site); and
- joint water supply facilities (with other developers) that may or may not be required in the future within the Sunrise Douglas Community Plan area, such as wells, storage tanks, raw water and treated water conveyance, and additional groundwater treatment capacity (this scope assumes that the need, location, sizing, and determination for CEQA/NEPA analysis of such joint facilities would be determined by the Sacramento County Water Agency (SCWA) and/or the City of Rancho Cordova at the time when connection to the existing water systems were made).

p. Traffic and Transportation. Fehr & Peers has been identified as the traffic consultant for this project. See attached Exhibit A for information regarding the scope of work associated with the traffic and transportation analysis. Fehr & Peers will prepare the Traffic and Transportation section of the EIR/EIS.

q. Water Supply. Because of the increased focus on water supply and the length of the analysis, the Water Supply section will be a stand-alone section in the EIR/EIS. The Water Supply section will evaluate the project’s water demand for all the alternative identified above against known available water supplies and will determine potential environmental impacts associated with the provision of a reliable source of water to serve the project, including impacts associated with provision of water supply and conveyance. For the infrastructure impacts, AECOM understands that the primary source of conveyance in the North Service Area Pipeline (NSAP), and that the Sacramento County Department of Environmental Review and

Assessment (DERA) has indicated that the public DEIR for the NSAP will be circulated in summer/fall 2010. Therefore, AECOM assumes that we will be able to rely on that DEIR for those impacts. In the event that DERA's release of the NSAP DEIR is delayed, AECOM assumes that a technical memorandum regarding the pipeline impacts will be provided by the project applicant(s) (prepared by MacKay & Soms). In addition to evaluating the effects of associated construction or facility upgrades in terms of water supply infrastructure, the EIR/EIS will also address potential effects of associated water supply-related actions, such as the approval/adoption of permits, public facilities financing plan, and/or development agreements.

Because the project proposes construction of over 500 residential housing units, the project is subject to the provisions of SB 610 (Chapter 643 of the 2001 Statutes). Requirements include the documentation and provision of written verification that sufficient water supplies are available to meet the project's projected water demands during normal, single-dry, and multiple-dry water years over a 20-year projection, which includes consideration of cumulative development.

The City, SCWA, and the project applicant(s) are responsible for providing this verification in the form of a Water Supply Assessment (WSA), also referred to as an SB 610 analysis. It is AECOM's understanding that a WSA is being prepared by SCWA and will be made available to AECOM in summer 2010 for use in the EIR/EIS water supply analysis.

The project study area is located in the Central Groundwater Basin of Sacramento County and within the SCWA Zone 40 water supply service area. SCWA is responsible for the storage, transmission, and distribution of potable water within its service area. SCWA completed the Zone 40 Water Supply Master Plan (WSMP) in 2005. The environmental review for the WSMP (AECOM prepared the EIR for SWCA) was completed in 2004 and certified with adoption of the Zone 40 WSMP in 2005.

The 2005 Zone 40 WSMP identifies water demands, sources of water supply, groundwater availability, water quality, and facility requirements to meet projected water demand over a 30-year planning horizon within its service area. The 2005 Zone 40 WSMP identified a near-term study area (2030 Study Area) where growth and increased water demand is expected to occur and where water supply infrastructure would be constructed to serve this growth. A small portion of the project area along Sunrise Boulevard is located in the 2030 Study Area. The remainder of the project site is located outside the 2030 Study Area. Although a near-term study area has been identified in the 2005 Zone 40 WSMP, the WSMP does not specifically preclude delivery of water outside the 2030 Study Area. AECOM assumes that SCWA will identify water supply delivery options for the project, including those areas that are outside the 2030 Study Area, based on expected water demand projections, in the WSA.

Based on AECOM's preliminary understanding of the water supply situation for the project, the water-supply section of the DEIR/DEIS will need to address the elements set forth in the case of *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova*, 40 Cal. 4th 412 (2007). The *Vineyard* water supply elements include the reasonable likelihood of the water sources proving available; identification and quantification of water demand from project and cumulative development; reasonable likelihood of identified water supply meeting the demands of project and cumulative development; analysis of alternative sources of water and project contingencies (including curtailment) if water-supply sources are not reasonably likely; and impacts of water-supply infrastructure. AECOM will provide this analysis.

In the water supply section, a discussion of the affected environment will be presented first and will include a brief summary of regional and local water supply planning. The regulatory background will be presented next; followed by the thresholds of significance, which will include a description of the relationship of the project to recent decisions in applicable California case law along with the applicable thresholds based on Appendix G of the State CEQA Guidelines; and then the methodology used to analyze potential project impacts related to water supply will be presented. Finally, the potential impacts of project implementation

on initial and long-term water supplies (both surface water and groundwater) and conveyance facilities will be analyzed; where appropriate, mitigation measures will be provided to avoid, minimize, or reduce impacts to less-than-significant levels to the extent available and feasible. This scope of work assumes that no more than three alternatives will be identified in consultation with MacKay & Soms and the City of Rancho Cordova for both initial and long-term water supplies in the event that the proposed initial or long-term water supplies are delayed or never provided. AECOM understands that groundwater, including the potential drilling of on-site or nearby off-site groundwater wells, could be included as part of the project. Therefore, the DEIR/DEIS will include an analysis of the potential for groundwater use to affect flows in the Cosumnes River (to be prepared by WRIME, see detailed scope of work below).

r. Revisions to the Administrative Draft EIR/EIS Analysis Caused by Changes to Land Use Plan.

Following completion of approximately 30% of the work on the First ADEIR/ADEIS, substantial land use changes to the proposed project were made. As a result of these changes, much of the analysis that was already completed for the proposed project has to be revised, including substantial portions of Chapter 1, "Introduction," Chapter 2, "Alternatives", and Chapter 3, "Environmental Consequences and Mitigation Measures" (including the traffic analysis for the proposed project). As a result of the necessary traffic changes, the noise modeling for the proposed project will be redone. Also, the on-site noise measurements taken in 2005 will be reverified because of the land use changed that have occurred in the immediate vicinity of the project. (Please note that the dollar amounts for this work have been folded into line items a through q above in the cost spreadsheet attached as Exhibit B.)

Although the Grantline 220 and Luxori Village project applicants are no longer participating in the specific plan, AECOM understands that there are land use plans for these two parcels, and that those land use plans will be evaluated at the same level of detail as the other parcels within the Specific Plan area (i.e., at a project level of analysis) in order to adequately disclose potential impacts from implementation of the specific plan as a whole. AECOM expects that the City will provide language for use in Chapter 2, "Alternatives," describing the differences in the entitlements that will be granted by the City to the different parcels at the conclusion of the EIR/EIS process. AECOM assumes that USACE will provide similar language as it pertains to the 404 permits being sought.

Please note that delays in obtaining information from the project applicant(s), City, and/or USACE needed for the EIR/EIS, or numerous changes to information relied on during the analysis, may require AECOM to revisit the scope of work and budget.

7. Cumulative Impacts

As required by USACE, AECOM will prepare a cumulative impact analysis at the end of each issue area in Chapter 3, "Affected Environment, Environmental Consequences, and Mitigation Measures." of the EIR/EIS. The "Cumulative Impact Methodology, Contributing Projects, List of Related Projects, and Cumulative Context" will be presented as Section 3.1 of the EIR/EIS. Section 3.1 will be prepared consistent with CCR Section 15130 of the State CEQA Guidelines and NEPA that defines what constitutes a cumulative impact, provides a summary of the projects that are contributing to cumulative impacts, provides the cumulative context, geographic scope, and lists related projects. The cumulative impact analysis will be based on an updated list of proposed, pending, and approved projects, to be provided by the City, the City's and County's General Plans. The analysis of cumulative wetland impacts will be watershed-based, as requested by USACE, and will rely on data on the acreage of affected waters of the related wetland projects to be provided by USACE.

8. Other Statutory Requirements

Chapter 4 of the EIR/EIS will contain the following elements:

- **Growth-Inducing Impacts.** In accordance with CCR Section 15126.2(d) of the State CEQA Guidelines and NEPA, AECOM will prepare a chapter that evaluates the potential growth-inducing impacts of the project. Potential sources of growth inducement and their impacts, such as removal of obstacles to growth, will be analyzed qualitatively to the extent they are applicable. “Growth-Inducing Impacts” will be included as a separate section within Chapter 4 of the EIR/EIS, “Other Statutory Requirements.”
- **Irreversible and Irretrievable Commitment of Resources.** NEPA requires that environmental analysis include identification of “...any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented.” Irreversible and irretrievable resource commitments are related to the use of nonrenewable resources and the effects this use could have on future generations. Irreversible effects primarily result from the use or destruction of a specific resource (e.g., energy and minerals) that cannot be replaced within a reasonable timeframe. Irretrievable resource commitments involve the loss in value of an affected resource that cannot be restored as a result of the action (e.g., extinction of a threatened or endangered species or the disturbance of a cultural resource). Irreversible and Irretrievable Commitment of Resources will be included as a separate section within Chapter 4, “Other Statutory Requirements,” of the EIR/EIS.
- **Relationship between Short-term Use of the Environment and the Maintenance and Enhancement of Long-Term Productivity.** Effects on resources are often characterized with respect to their being of short-term or long-term duration. NEPA requires that the EIS include a discussion of short- and long-term impacts. Impacts that occur over a period of 5 years or less result from short-term uses of the resources in an area most often associated with construction. Long-term effects relate to the maintenance and enhancement of long-term productivity—in particular, the consistency of the project with long-term economic, social, regional, and local planning objectives. Long-term uses affect an area for a period of more than 5 years. These impacts may lead to permanent resource degradation or loss. This analysis will be included as a separate section within Chapter 4, “Other Statutory Requirements.”
- **Significant and Unavoidable Impacts.** AECOM will summarize significant and unavoidable adverse impacts associated with the project, consistent with NEPA and State CEQA Guidelines CCR Sections 15126.2(b) and (c). Included in the discussion will be any impacts that can be partially mitigated, but not to a level that is considered less than significant. Any mitigation measures eliminated from consideration because of new impacts associated with their implementation also will be discussed. Significant and Unavoidable Impacts will be included as a separate section within Chapter 4, “Other Statutory Requirements.”

9. References and Organizations and Persons Consulted

This will constitute Chapter 5 of the EIR/EIS and will provide full citations for all documents, reports, data, and organizations and persons consulted to prepare the EIR/EIS.

10. Report Preparers

The Report Preparers will constitute Chapter 6 of the EIR/EIS and will acknowledge all preparers of the EIR/EIS, including their role, education, and years of experience (per NEPA requirements).

11. Index

Chapter 7 of the EIR/EIS will consist of an index of relevant terms, as required by NEPA.

12. City of Rancho Cordova General Plan Amendment

There is a potential that the EIR/EIS may require an analysis of an amendment to the City of Rancho Cordova General Plan. However, the City has not determined at this time whether said analysis may be required, and therefore it is not included in this scope of work. Should it be determined in the future that a general plan amendment analysis is required, AECOM will submit a request for a scope and budget augmentation.

Task A Summary

Deliverables: Ten copies of the first ADEIR/ADEIS on CD only (3 copies for USACE, 7 copies for City); two hard copies for USACE; and one hard copy for review by project applicant(s) at AECOM's office. Hard copies of appendices will not be provided.

Task B: Prepare Second Administrative Draft EIR/EIS

1. AECOM will coordinate with USACE staff, who will assemble consolidated, non-conflicting USACE comments on the EIR/EIR and provide them to AECOM. Per USACE input, the time period for USACE review may be 4 to 6 weeks, depending on when the First ADEIR/ADEIS is submitted to review. AECOM will also coordinate with the City's staff, who will assemble one unified set of City comments and will ensure that City comments do not conflict with one another before sending to AECOM. AECOM will coordinate with City, USACE, and project applicant(s) regarding applicant comments on, and suggested revisions to, the ADEIR/ADEIS. Three sets of unified comments will be provided to AECOM (one from USACE, one from the City, and one from the project applicant). Per USACE, all applicant comments on the DEIR/DEIS must come to AECOM first and not the City. Additionally, per USACE, the project applicant(s) will only provide comments on the project description and mitigation. The document can be reviewed in its entirety, but comments will need to be focused on the areas specified. Once comments are received AECOM will meet with the City and USACE to discuss the comments and resolve any outstanding issues. Please note that substantial comments could result in the need to revisit the scope and budget.
2. AECOM will complete revisions to the First ADEIR/ADEIS in accordance with review comments. Technical editing will be performed prior to submittal of the Second ADEIR/ADEIS. The Second ADEIR/ADEIS will be submitted showing track changes so that City and USACE can easily see the changes resulting from review comments on the First ADEIR/DEIS. Revisions will be prepared in conformance with this scope of work.
3. Submit a Second ADEIR/ADEIS to the City and USACE for final review.
4. Please note that as determined by the USACE, a Screencheck ADEIR/ADEIS may not be necessary, and the comments submitted on the First ADEIR/ADEIS may simply be incorporated directly into a more robust Second Administrative DEIR/DEIS that will also serve as the Screencheck DEIR/DEIS. Therefore, the project budget attached as Exhibit B does not include funds for a separate Screencheck DEIR/DEIS, which was removed during previous contract amendments as a cost-saving measure. Should the USACE determine that both a Second ADEIR/ADEIS and a Screencheck DEIR/DEIS are required, a scope and budget amendment will be submitted to the City.

Task B Summary

Products: Ten copies of the Second ADEIR/DEIS (with tracked changes) on CD (3 copies for USACE, 7 copies for City); two hard copies for USACE; plus 1 hard copy for applicant review at AECOM's office. Hard copies of appendices will not be provided.

Task C: Prepare Public Draft EIR/EIS

1. Coordinate with City and USACE staff, which will assemble comments on, and suggested revisions to, the Second ADEIR/ADEIS. One set of unified comments from the City and one set of unified comments from USACE will be provided to AECOM. This scope of work assumes that comments on the Second ADEIR/ADEIS will be minimal, and therefore 180 hours of staff time have been budgeted for this effort. Additional staff time beyond the amount budgeted will require a contract amendment.
2. Complete revisions to the Second ADEIR/ADEIS in accordance with review comments. Revisions will be prepared in conformance with this scope of work.
3. Produce the Public DEIR/DEIS on CD for distribution to the public, provide seven hard copies to the USACE for mailing to EPA and internal use, and provide CDs for posting on the City's and USACE's Web sites. In addition, AECOM will provide one complete hard copy for the Rancho Cordova public library, and one complete hard copy for the City Planning Counter. Thirteen additional hard copies, with references and appendices on CDs, will be provided for the City's internal use. This scope of work assumes that a mailing list will be provided to AECOM by the City and the USACE.
4. Prepare a CEQA Notice of Completion and submit it to the State Clearinghouse. AECOM will also prepare a draft Notice of Availability for use by the City and the USACE, which will be circulated with the Public DEIR/DEIS. PDF copies of all notices will be submitted to the City for posting on the City's Web site. It is assumed that USACE will publish the required NEPA EIS availability notices, including public mailing and posting in the Federal Register. This scope of work assumes that the City will publish the required CEQA EIR availability notice in the appropriate newspaper and that USACE will arrange for transmittal of the document to EPA for filing.

Task C Summary

Products: Distribution of 100 copies of the Public DEIR/DEIS on CD; 5 hard copies for USACE (for EPA filing) and 2 hard copies for USACE internal use; 2 complete hard copies for City library and planning counter; 15 hard copies for City internal use with appendices and references on CDs

Notice of Availability

Notice of Completion

Filing of Public DEIR/DEIS with State Clearinghouse

Task D: Prepare Responses to Draft EIR/EIS Comments and Administrative Final EIR/EIS

1. Coordinate with City and USACE, who will each assemble all public comments they receive on the DEIR/DEIS.
2. Attend one meeting with City and USACE to review written comments on the DEIR/DEIS and comments from public meetings and hearings, and develop a general framework and strategy for preparing responses and to receive guidance and input from the City and USACE on the FEIR/FEIS.
3. Confirm or refine the FEIR/FEIS work program, scope, schedule, process, and budget. AECOM will review all comments received on the DEIR/DEIS and determine the level of effort required to respond to comments, and whether or not the budget contained in this scope of work is appropriate for the level of effort that will be required. As the City is aware, there is always uncertainty regarding the extent and nature of the comments that have been provided. It is not possible to make this determination until all of the public comments on the DEIR/DEIS have been received.
4. AECOM will prepare a matrix identifying the commenters, summarizing the comments, and assigning responsibility where AECOM needs assistance. This matrix will be compiled at the close of the public comment period.
5. AECOM will submit the AFEIR/FEIS with draft responses to comments for City and USACE review. Responses that are within this scope and budget consist of explanations, elaborations, or clarifications of the data contained in the DEIR/DEIS or on comments on significant environmental issues; no new modeling or field visits are included in the scope of work.
6. This scope of work assumes that AECOM will prepare one AFEIR/FEIS (as requested in the original RFP). The AFEIR/AFEIS will contain an introduction and project summary; a chapter on project modifications, clarifications, or amplifications; comments received; responses to comments; an errata; references (if there are new references); and report preparers. This scope of work does not assume a reprint of the EIR/EIS.

Task D Summary

Products: Electronic distribution of response to comments matrix and draft responses to comments and 10 copies on CD only of the AFEIR/FEIS (3 copies for USACE and 7 copies for the City); two hard copies for USACE internal use; plus 1 hard copy available for review at AECOM's office

Task E: Prepare ScreenCheck Final EIR/EIS

1. Coordinate with USACE staff, who will assemble consolidated, non-conflicting USACE comments on the AFEIR/FEIS and provide them to AECOM. Per USACE input, the time period for USACE review may be 4 to 6 weeks, depending on when the AFEIR/FEIS is submitted for review. Coordinate with the City's staff, who will assemble one unified set of City comments and will ensure that City comments do not conflict with one another before sending to AECOM. Coordinate with City, USACE, and project applicant(s) on applicant comments on, and suggested revisions to, the AFEIR/AEIS. Three sets of

unified comments will be provided to AECOM (one from USACE, one from the City, and one from the project applicant).

2. Complete revisions to the AFEIR/FEIS in accordance with review comments. Revisions will be prepared in conformance with this scope of work, and will be shown in track changes so that all parties can see what changes have been made.
3. Submit a Screencheck FEIR/FEIS to the City and USACE for final review.

Task E Summary

Deliverables: Ten copies on CD only of the Screencheck FEIR/FEIS (3 copies for USACE and 7 copies for the City); two hard copies for USACE internal use; plus 1 hard copy available for review at AECOM's office

Task F: Prepare Final EIR/EIS

1. Coordinate with City and USACE staff, who will assemble comments on, and suggested revisions to, the Screencheck FEIR/FEIS. One set of unified comments from the City and one set of unified comments from USACE will be provided to AECOM. This scope of work assumes that comments on the Screencheck FEIR/FEIS will be minimal, and therefore 40 hours of staff time have been budgeted for this effort. Additional staff time beyond the amount budgeted will require a contract amendment.
2. Prepare the FEIR/FEIS and distribute on CDs only to all parties who commented on the DEIR/DEIS. One hard copy will be provided for the Rancho Cordova library, and one hard copy will be provided for the City's planning counter. AECOM will also provide 5 hard copies for the USACE for EPA filing and 2 hard copies for USACE internal use, plus 15 hard copies for the City's planning commission hearing.
3. AECOM will provide a CEQA/NEPA Notice of Availability to be mailed along with the Final EIR/EIS. This scope of work assumes that the USACE and the City will publish all relevant notices with the Federal Register, the local newspaper(s), and their Web sites.

Task F Summary

Products: Fifty copies on CD distributed to all parties who commented on the DEIR/DEIS; one complete hard copy each for City library and planning counter; 15 hard copies for planning commission (with appendices and references on CDs); five hard copies to USACE (for EPA filing); and two hard copies to USACE for internal use.

Notice of Availability

Task G: Prepare Mitigation Monitoring and Reporting Program

1. Prepare the Draft Mitigation and Monitoring Program (MMRP) concurrently with preparation of the FEIR/FEIS. The MMRP will be designed to ensure compliance with adopted mitigation requirements

during project implementation. In coordination with City and USACE, AECOM will prepare the MMRP for mitigation measures that address significant impacts or are adopted as conditions of approval.

2. The MMRP will include the following components:
 - introduction and purpose of the program,
 - roles and responsibilities,
 - monitoring and reporting procedures, and
 - master mitigation matrix.
3. After review and comment on the draft MMRP by the City and USACE, AECOM will revise the MMRP according to the comments provided and submit the Final MMRP either during, or immediately after, production of the FEIR/FEIS.

Task G Summary

Deliverables:	Draft MMRP (10 copies on CD)
	Final MMRP (10 copies on CD plus 15 hard copies for Planning Commission)

Task H: Attend Meetings and Public Hearings

1. Participate in two-hour NEPA/CEQA coordination meetings with City and USACE, once per month.
2. Participate in one-hour data needs meetings or conference calls with the project applicant(s), once per month.
3. An AECOM biologist will be available to attend up to two project team meetings (with the City and/or USACE), as necessary, to address potential impacts on biological resources resulting from project implementation.
4. An AECOM air quality specialist and an AECOM climate change specialist will be available to attend up to three meetings with SMAQMD.
5. AECOM assumes that ECORP will attend all meetings with the State Historic Preservation Officer, USACE, and other agencies regarding cultural resources and meetings with USFWS, USACE, DFG, and other regulatory agencies regarding formal and informal consultation. These types of meetings are not included in AECOM's scope of work.
6. AECOM assumes that an environmental analyst, specializing in water supply issues, will be available to participate in up to 2 conference calls to discuss water supply and/or the findings of the amended WSA being prepared by SCWA.
7. Attend two public hearings on the DEIR/DEIS and one on the FEIR/FEIS certification/project adoption. For purposes of this work program and cost estimate, it is assumed that the principal-in-charge and project manager will attend the hearings.

8. Attend and help facilitate public meetings on behalf of the USACE (per USACE's direction) and be available to answer questions that may arise at public hearings or meetings. Prepare presentation graphics and handout materials regarding the EIR/EIS process and findings, if needed.
9. Participate in a total of three meetings with City, USACE, and project applicant(s) regarding comments on the First and Second ADEIR/ADEIS, and two meetings on the AFEIR/FEIS (one to review the draft responses to comments and one on the AFEIR/AFEIS).
10. Additional meetings can be attended on a time-and-materials basis, if needed.

Task H Summary

Deliverables: Attendance as meetings and hearings as specified above in Items 1-7

Presentation graphics and handout materials at public hearings, if requested

Task I: Project Management and Coordination and Document Synthesis and Compilation

This task is intended for AECOM to ensure smooth passage of the CEQA and NEPA processes, maintain schedule integrity, assist the City in coordination and facilitation of the CEQA process, and serve as NEPA facilitator/coordinator on behalf of USACE (per USACE requirement). As part of this task, AECOM will do the following:

1. Participate in monthly NEPA/CEQA coordination meetings with City and USACE (see Task H above).
2. Participate in monthly coordination meetings/conference calls with the project applicant(s) regarding data needs (see Task I above).
3. Attend to details regarding EIR/EIS preparation and compliance with CEQA and NEPA.
4. Coordinate with City, USACE, and applicable regulatory agencies to satisfy agency scrutiny.
5. Assist the City in facilitating and coordinating the CEQA/NEPA process. However, it is assumed for purposes of this work plan that the project applicant(s) would participate in all formal agency consultation with USACE and other federal and state regulatory agencies.
6. Serve as NEPA facilitator/coordinator on behalf of the USACE (per USACE requirements).
7. Meeting scheduling, facilitation, preparation, and minutes, as requested by the City and/or USACE.
8. Perform budget and schedule tracking.
9. Prepare project progress reports submitted with monthly bills.
10. Serve as the day-to-day point of contact and internal/subconsultant team coordination.

11. Coordinate information needs, data tracking, and manage deadlines for receipt of information with the City, USACE, and Applicant Team.

Task I Summary

Deliverables: Project management and NEPA/CEQA coordination to provide a high-quality, comprehensive, technically defensible EIR/EIS; ensure a good understanding of the project and environmental protection measures; and pave the way for good relations and understanding with the City, USACE, and regulatory agencies.

PRINTING AND PHOTOCOPY COSTS

Because it is not possible to determine at this stage exactly what the printing and photocopying costs will be for the deliverables listed above, this scope of work assumes that all printing and photocopying costs incurred by AECOM on the SunCreek Specific Plan EIR/EIS, throughout the entirety of the project, will be billed at cost on a time-and-materials basis, not to exceed \$31,000 (unless prior written approval from the City is obtained).

MONTHLY BILLING FORMAT

The monthly AECOM invoices will be accompanied by a progress report that briefly describes the work performed in the past month and that identifies the work to be done in the month to come, along with a percent complete by task(s) performed.

SUBCONSULTANTS' APPROACH AND WORK PROGRAM

Fehr & Peers Associates, Inc., Transportation Consultants

The scope of work for Fehr & Peers is attached to this contract as Exhibit A. Please note that the attached scope and cost for Fehr & Peers does not include any work that may be necessary to respond to comments submitted on the DEIR/DEIS. Should Fehr & Peers be required to respond to comments in the FEIR/FEIS, a scope and budget amendment will be required.

WRIME, Hydrology/Groundwater Consultants

The state of the science related to groundwater modeling has changed since WRIME provided their original scope of work, which was included and authorized by Contract Amendment 2 between the former EDAW and the City in June 2007. WRIME's revised scope is provided below.

Background

The Sacramento County Integrated Ground and Surface water Model (SACIGSM) was originally developed in the early 1990s to meet the need for an analytical tool to evaluate and quantify the basin yield, to evaluate the impacts of the changes in land and water use in the county, and to evaluate the impacts of various county-wide and localized projects on the groundwater and surface water resources in the basin. Over the course of the past two decades, the model has been used in numerous studies and has supported various county-wide efforts such as the Water Forum Agreement and its related Environmental Impact Report (EIR), American River Basin Cooperative Agencies (ARBCA) studies, as well as the Zone 40 Water Supply Master Plan. Recent refinement and calibration activities have been conducted for the area north of the American River (WRIME, 2007) and the area south of the American River (WRIME, 2008).

Major Assumptions

This scope of work assumes that the current version of the SACIGSM will be used for the modeling effort. Baseline modeling will use Existing Conditions and Future Conditions baseline already developed with only minimal, localized additional refinements, as shown in Task 1. Work is limited to the items discussed in the scope of services, below.

Services

The impacts to groundwater resulting from changes in land use and water use as a result of development of the SunCreek Specific Plan project will be evaluated using the latest version of the SacIGSM. These impacts will specifically include potential changes to streamflow in the Cosumnes River and potential changes to the migration of the Aerojet and Mather Field contaminant plumes. Analysis of contaminant plume will be based on groundwater flow model results. No groundwater quality modeling will be performed.

Task 1 — Refine Baselines and Develop Scenarios

The purpose of this task is to incorporate critical existing or planned water supply elements into the Future Conditions and Existing Conditions baselines. This is a review of the baselines and comparison with available data on the major existing and planned water supplies for the North Service Area. Groundwater modeling-related technical guidance will be provided to assist AECOM and MacKay & Sumps in the development of land- and water-use scenarios.

Task 2 — Conduct Analysis of Impacts of Land Use Changes (Up to five Alternative Scenarios under two Baselines)

The purpose of this task is to develop model input data, perform modeling analysis, and prepare and interpret the results for analysis of impacts of changes in the land and water use conditions in the vicinity of the SunCreek Specific Plan project.

Subtask 2.1 - Incorporate changed land use and groundwater pumping conditions in the model.

This subtask includes mapping the five scenarios of land and water use, defined by AECOM and MacKay & Soms in Task 1, into the model input data. It is assumed that data used as the basis for the input data will be available in the Water Supply Master Plan prepared by the applicants. It is further assumed that any data not available in the plan will be provided by AECOM. Based on the data, changes in land use and groundwater pumping will be incorporated in the model.

Subtask 2.2 - Perform modeling analysis: This subtask consists of performing the modeling analysis to evaluate up to five land use scenarios, as defined and **mapped** into the model in subtask 2.1. Analysis will be performed under both Existing Conditions and Future Conditions baselines. Quality control and interpretation of the model output will be performed in this task.

Subtask 2.3 - Prepare maps and tables of impacts: This subtask includes maps and tables to show:

- Impacts to streamflow in the Cosumnes River
 - Stream hydrographs at up to 3 locations
 - Exceedance charts at up to 3 locations
- Impacts to groundwater levels
 - Groundwater elevations maps for up to 3 time periods
 - Dry period
 - Normal period
 - Wet period
 - Change in groundwater elevations maps for up to 3 time periods
 - Dry period
 - Normal period
 - Wet period

Task 3 — Prepare Technical Memoranda

This task includes preparation of draft and final technical memoranda, incorporating the maps and tables from Task 2.3 and not to exceed 5 pages of text, briefing the work performed. The following subtasks will be conducted:

Subtask 3.1 - Prepare a draft technical memorandum documenting the work performed.

Subtask 3.2 - Incorporate comments on draft technical memorandum and produce final technical memorandum.

Task 4 — Perform Project Management Tasks and Attend and Participate in Meetings

This task includes time for management and coordination of the project with AECOM and MacKay & Soms staff, as well as preparation of progress reports and invoices. The following subtasks will be performed:

Subtask 4.1 – Meeting Attendance: Attend and participate in up to three meetings or conference calls with project team members: This includes preparation and attending up to three meetings or conference calls with the project team members

Subtask 4.2 – Perform Project Management and Coordination: This subtask includes management of project work and coordination with the City, applicants, and AECOM, and other project team members.

COST

This scope of work encompasses the costs shown in Table 1 below.

Table 1 AECOM TOTAL COSTS¹	
Task	Cost
Labor Costs	
A - First Administrative DEIR/DEIS	\$300,095
B - Second Administrative DEIR/DEIS	\$99,230
C - Public DEIR/DEIS	\$22,500
D - First Administrative FEIR/FEIS	\$46,790
E - Screencheck FEIR/FEIS	\$8,975
F - Final EIR/EIS	\$4,860
G - Mitigation Monitoring & Reporting Program	\$4,905
H - Attend Meetings and Hearings	\$37,240
I - Project Management and Coordination	\$164,490
Subtotal Labor Costs	\$689,085
Direct Costs	
Fehr & Peers	\$29,950
WRIME	\$54,744
Admin Fee for Subconsultants	\$8,470
Photocopy and Reproduction (Time & Materials)	NTE \$31,000
Other Direct Costs	\$2,750
Subtotal Direct Costs	\$126,489
Total Project Costs (Labor + Direct)	\$815,574
Notes:	
NTE = Not to Exceed, billed on a time and materials basis.	
¹ Subject to the assumptions listed above throughout the Scope of Work, and others listed below.	

In addition to the assumptions stated through the scope of work above, the costs shown in Table 1 are also subject to the following assumption:

- The labor costs listed in Table 1 for Task D Administrative Final EIR/EIS, Task E Screencheck Final EIR/EIS, Task F Final EIR/EIS, and direct costs for Tasks D, E, and F, are placeholders only. This contract assumes that the labor amounts and direct costs for Tasks D, E, and F will be renegotiated for both AECOM and Fehr & Peers following receipt of all public and agency comments on the DEIR/DEIS.

MEMORANDUM



DATE: October 4, 2010

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Chief Building Official

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WILLDAN, INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES FOR THE BUILDING AND SAFETY DIVISION

RECOMMENDATION

Adopt Resolution No. 112-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a new contract with Willdan, Inc. to continue providing building plan review and inspection services support for the Building and Safety Division in the amount of \$400,000.

BACKGROUND

In July 2005, the City entered into an agreement with Willdan, Inc. to provide building plan review and inspection services support to the Building and Safety Division. Since that time, the agreement has had three contract amendments which increased the contract amount to a total of \$850,000 and extended the term of service to June 30, 2011.

In evaluating work performed under the existing contract, forecasting the potential work effort that will need to be done over the next few years and determining that the services provided will exceed the existing contract maximum, it is necessary to execute a new contract in the amount of \$400,000 with a term of service to December 31, 2012 .

FISCAL IMPACT

The above referenced expense is included in the Building and Safety budget and is covered by permit fee revenues. The contract has been negotiated based on a 22% reduced rate for services being rendered.

ATTACHMENTS

Resolution No. 112-2010 including Exhibit 1A – Contract No. 128-2010.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 112-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WILLDAN, INC
FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES FOR THE BUILDING &
SAFETY DIVISION**

WHEREAS, on July 1, 2005, the City of Rancho Cordova executed Contract No. 30-2005 with Willdan, Inc. to provide building plan review and inspection services to the Building and Safety Division; and

WHEREAS, the City evaluated the need for services and executed Contract Amendment No. 95-2007 on May 10, 2007, Contract Amendment No. 25-2008 on December 7, 2007, and Contract Amendment No. 21-2009 on May 18, 2009, bringing the total contract amount to \$850,000; and

WHEREAS, continuance of these services will exceed the existing contract maximum and the City wishes to enter into a new contract in the amount of \$400,000 with a term of service to December 31, 2012; and

WHEREAS, those services will exceed the maximum amount the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a new contract (Contract No. 128-2010) with Willdan, Inc. (**Exhibit 1A**), in a form approved by the City Attorney. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____ 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND WILLDAN, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Willdan, Inc. ("Consultant") as of October 4, 2010.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A 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 on December 31, 2012, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to 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 \$400,000, 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 B, 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.

EXHIBIT 1A

CONTRACT NO.: 128-2010

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

EXHIBIT 1A

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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 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$2,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or 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.
- 2.9 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.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, 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

EXHIBIT 1A

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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 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.

EXHIBIT 1A

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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.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, Consultant's duties to indemnify, defend and hold harmless the City shall be limited to the extent the services provided pursuant to this Agreement are "design professional services" subject to Section 2782.8 of the California Civil Code. In accordance with Civil Code Section 2782.8, Consultant shall, to the fullest extent allowed by law, with respect to all design professional services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the 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 90 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.

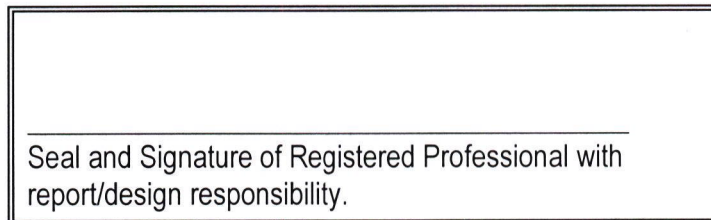
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Elizabeth Sparkman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Willdan, Inc.
2150 River Plaza Drive, Suite 300
Sacramento, CA 95833

Any written notice to City shall be sent to:

Elizabeth Sparkman
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and 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.

EXHIBIT 1A

CONTRACT NO.: 128-2010

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

WILLDAN, INC

Ted A. Gaebler, City Manager

[NAME, TITLE]

Date: _____

Date: _____

Attest:

Mindy Cuppy, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES



At the City's option the plan review may be performed in whole or in part and/or by using one of the different packages defined below. The fee for packages "A" through "E" may be set up as a percentage of the fee received by the City for plan review for any given project. The maximum fee will not exceed 65% of the plan review fee received by the City for the whole building review. Where a partial review is requested by the City, the maximum fee will not exceed 40% of the plan review fee received by the City for the nonstructural review. Proposals will include fee break downs in each of the following categories.

A) Plan Check "Packages"

a. Plan Review Package "A"

Complete structural and nonstructural commercial building plan review including CBC, CMC, CPC, CEC (California Electrical Code), California Energy Code (California Energy Efficiency Standards), and City specific regulations and policies.

b. Plan Review Package "B"

Complete nonstructural commercial building plan review including CBC, CMC, CPC, CEC (California Electrical Code), California Energy Code (California Energy Efficiency Standards), and City specific regulations and policies.

c. Plan Review Package "C"

Complete structural commercial building plan review including CBC and City specific regulations and policies.

d. Plan Review Package "D"

Complete residential building plan review including structural and nonstructural CBC, CMC, CPC, CEC (California Electrical Code), California Energy Code (California Energy Efficiency Standards), and City specific regulations and policies.

e. Plan Review Package "E"

Complete structural residential building plan review including CBC and City specific regulations and policies.

f. Plan Review Package "F"

Hourly fee for nonstructural plan review services.

g. Plan Review Package "G"

Hourly fee for structural plan review services.

h. Inspection Package "H"

Hourly fee for commercial building inspection services covering building, plumbing, mechanical and electrical trades.

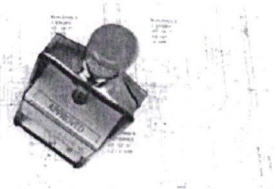
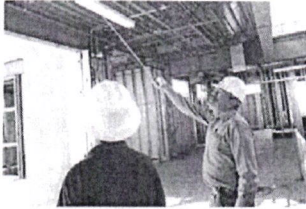


EXHIBIT A

SCOPE OF SERVICES



- i. **Inspection Package "I"**
Hourly fee for residential building inspections covering building, plumbing, mechanical and electrical trades.
- j. **Plan Review Package "J"**
Hourly fee for in-house permit processing services.
- k. **Plan Review Package "K"**
Hourly fee for in-house plan check services.
- l. **Other Services Offered**

EXHIBIT B

COMPENSATION SCHEDULE

WILLDAN ENGINEERING Schedule of Hourly Rates

Effective July 1, 2010 to June 30, 2011

ENGINEERING		LANDSCAPE ARCHITECTURE	
Principal Engineer.....	\$200.00	Principal Project Manager.....	180.00
Director.....	180.00	Principal Landscape Architect.....	150.00
Deputy Director.....	180.00	Senior Landscape Architect.....	125.00
Principal Project Manager.....	180.00	Associate Landscape Architect.....	115.00
City Engineer.....	180.00	Assistant Landscape Architect.....	100.00
Project Manager.....	180.00		
Program Manager.....	180.00	BUILDING AND SAFETY	
Supervising Engineer.....	160.00	Director.....	180.00
Senior Engineer.....	145.00	Deputy Director.....	180.00
Senior Design Manager.....	145.00	Principal Project Manager.....	180.00
Design Manager.....	135.00	Supervising Plan Check Engineer.....	150.00
Associate Engineer.....	135.00	Building Official.....	150.00
Senior Designer.....	130.00	Plan Check Engineer.....	140.00
Senior Design Engineer II.....	130.00	Deputy Building Official.....	140.00
Senior Design Engineer I.....	125.00	Inspector of Record.....	140.00
Designer II.....	120.00	Senior Plans Examiner.....	125.00
Designer I.....	115.00	Supervising Building Inspector.....	125.00
Design Engineer II.....	120.00	Plans Examiner.....	115.00
Design Engineer I.....	115.00	Senior Building Inspector.....	115.00
Senior Drafter.....	110.00	Supervisor Code Enforcement.....	115.00
Drafter II.....	100.00	Building Inspector.....	**105.00/110.00
Drafter I.....	95.00	Supervising Construction Permit Specialist.....	105.00
Technical Aide.....	85.00	Senior Construction Permit Specialist.....	100.00
CONSTRUCTION MANAGEMENT		Senior Code Enforcement Officer.....	95.00
Director.....	180.00	Assistant Building Inspector.....	**95.00/110.00
Deputy Director.....	180.00	Code Enforcement Officer.....	80.00
Project Manager.....	180.00	Construction Permit Specialist.....	80.00
Senior Construction Manager.....	155.00	Assistant Construction Permit Specialist.....	85.00
Construction Manager.....	145.00	Plans Examiner Aide.....	75.00
Assistant Construction Manager.....	120.00	Assistant Code Enforcement Officer.....	70.00
Utility Coordinator.....	125.00		
Labor Compliance Manager.....	120.00	PLANNING	
Labor Compliance Specialist.....	95.00	Director.....	180.00
		Deputy Director.....	180.00
INSPECTION SERVICES		Principal Planner.....	150.00
Supervising Public Works Observer.....	120.00	Principal Community Development Planner.....	150.00
Senior Public Works Observer.....	110.00	Senior Planner.....	130.00
Public Works Observer.....	**100.00/110.00	Senior Community Development Planner.....	130.00
Assistant Public Works Observer.....	**100.00/110.00	Associate Planner.....	115.00
		Associate Community Development Planner.....	115.00
SURVEYING		Assistant Community Development Planner.....	105.00
Principal Project Manager.....	180.00	Assistant Planner.....	105.00
Supervisor - Survey & Mapping.....	155.00	Planning Technician.....	85.00
Senior Survey Analyst.....	130.00	Community Development Technician.....	85.00
Certified Party Chief.....	130.00		
Senior Calculator.....	120.00	ADMINISTRATIVE	
Calculator II.....	110.00	Computer Data Entry.....	65.00
Calculator I.....	100.00	Clerical.....	65.00
Survey Analyst II.....	115.00	Word Processing.....	65.00
Survey Analyst I.....	100.00	Personal Computer Time.....	30.00
Survey Party Chief.....	115.00		
Field Party (One).....	180.00		
Field Party (Two).....	235.00		
Field Party (Three).....	295.00		

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.

** Prevailing Wage Project, Use \$110.00

MEMORANDUM



DATE: October 4, 2010

TO: Honorable Mayor and Council Members

FROM: Micah Runner, Economic Development Manager
Megan McMurtry, Economic Development Specialist

**SUBJECT: RESOLUTION OF INTENTION TO ESTABLISH RANCHO CORDOVA
TOURISM BUSINESS IMPROVEMENT DISTRICT**

RECOMMENDATION

Adopt Resolution of Intention No. 116-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in a public meeting on October 18, 2010 and a public hearing on December 6, 2010 on the establishment of the Rancho Cordova Tourism Business Improvement District (RCTBID) and the levy of assessments on lodging businesses. A majority of the lodging business owners subject to the assessment have petitioned the City Council to establish the RCTBID. The proposed assessment is \$1.50 per room per night charged to the room occupant. A non-profit corporation will be established to fund marketing and sales promotion efforts to increase hotel occupancy levels.

BACKGROUND

The Rancho Cordova Tourism Business Improvement District (RCTBID) is a benefit assessment district proposed to help fund marketing and sales promotion efforts for Rancho Cordova lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights. The proposed RCTBID includes all lodging businesses located within the boundaries of the City of Rancho Cordova, which is currently 17 hotels.

Rancho Cordova hotels have been part of the Sacramento Tourism Business Improvement District (TBID) since 2000; which also includes hotels in downtown Sacramento and Sacramento County. Rancho Cordova hoteliers decided to pursue formation of a local TBID in order to maximize control of revenues devoted to marketing Rancho Cordova as a tourist, meeting and event destination. If established, the RCTBID would generate approximately \$580,000 on an annual basis for promotion of travel and tourism specific to Rancho Cordova.

TOURISM BUSINESS IMPROVEMENT DISTRICTS

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging and tourism-related business owners to organize their efforts to increase tourism. Tourism-related business owners within the district fund a TBID, and those funds are used to provide services that the businesses desire and that benefit the lodging businesses within the District.

Benefits of TBIDs:

- Funds cannot be diverted for other government programs
- TBIDs are customized to fit the needs of each tourism district
- They allow for a wide range of services; including: Marketing of the Destination, Tourism Promotion Activities and Sales Lead Generation
- TBIDs are designed, created and governed by those who will pay the assessment
- They provide a stable funding source for tourism promotion

In California, Tourism Business Improvement Districts are formed pursuant to the Property and Business Improvement District Law of 1994 (PBID Law). This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between TBIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.

MANAGEMENT DISTRICT PLAN

The Management District Plan (**Exhibit B**) includes the proposed boundary of the RCTBID, a service plan and budget and a proposed means of governance. The RCTBID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Rancho Cordova. The boundary currently includes 17 lodging business with a total of 2,095 hotel rooms.

The proposed RCTBID will have a five year life. The RCTBID assessment will be implemented beginning January 1, 2011. Once per year beginning on the anniversary of the formation of the district there is a 30 day period in which owners paying more than 50% of the assessment may protest and terminate the district.

The Rancho Cordova Travel and Tourism Corporation (RCTTC) shall serve as the Owner's Association for the RCTBID. The initial Board of Directors shall have no less than seven and no more than nine members, including five to seven representatives of assessed hotels, one representative of the City of Rancho Cordova and one representative of the Rancho Cordova Chamber of Commerce.

The City of Rancho Cordova will be responsible for collecting the assessment on a monthly basis from each lodging business located in the boundaries of the RCTBID. The City of Rancho Cordova shall forward the assessments to the RCTTC, which will have the responsibility of managing TBID programs as provided in this Management District Plan. The City of Rancho Cordova shall be paid a fee equal to 2% of the amount of assessment collected to cover its costs of collection and administration.

The Draft Annual Budget detailed below was developed under the assumption of a \$1.50 per room per night fee generating approximately \$580,000 in revenue to the RCTTC.

**Rancho Cordova Tourism Business Improvement District
Draft Annual Budget, Years One through Five**

Category	Percent	Dollar Amount
Sales and Marketing	93%	\$539,400
City Collection Costs	2%	\$11,600
Contingency/Renewal	5%	\$29,000
Total Estimated Annual Budget	100%	\$580,000

The majority of the budget will be spent on a sales and marketing program to promote Rancho Cordova as a tourist and meeting destination; including sports marketing, sales development and Highway 50 Co-op marketing. A preliminary marketing plan for the district was compiled by John Poimiroo, a hotel marketing and tourism expert. Many of the marketing ideas involve sports marketing efforts, such as positioning Rancho Cordova as a recreation destination able to draw large tournaments.

DISTRICT FORMATION PROCESS

October 4, 2010

RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district.

Petition Status: Petitions in favor of district formation were submitted to the City by 11 hotels, which represent 1,355 total rooms. This accounts for 65% of the total of 2,095 hotel rooms in the proposed district. This majority petition allows the council to initiate proceedings for district formation at the October 4, 2010 City Council meeting.

October 5, 2010

NOTICE

The Property and Business Improvement District Act of 1994 requires the City mail written notice to the owners of all businesses proposed to be within the district. Mailing the notice begins a mandatory forty-five day period in which owners may protest district formation.

October 18, 2010

PUBLIC MEETING

Allow public testimony on the establishment of the TBID and levy of assessments. No council action required.

December 6, 2010

**FINAL PUBLIC HEARING & SECESSION FROM
SACRAMENTO TBID**

If written protests are received from the owners of businesses in the proposed district which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation.

If the city council adopts the resolution of formation, it will also be necessary to secede from the Sacramento Tourism Business Improvement District. A resolution revoking consent to being included in the Sacramento TBID, which will effectively remove Rancho Cordova from the Sacramento TBID, will be presented to council for adoption at the final hearing.

ATTACHMENT

Resolution of Intention No. 116-2010 including **(Exhibit A)** City of Rancho Cordova Boundary Map and **(Exhibit B)** Management District Plan.

CITY OF RANCHO CORDOVA

RESOLUTION OF INTENTION NO. 116-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DECLARING ITS INTENTION TO ESTABLISH THE RANCHO CORDOVA TOURISM
BUSINESS IMPROVEMENT DISTRICT (RCTBID), AND FIXING THE TIME AND PLACE OF A
PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes cities and counties to establish property and business improvement districts for the purposes of promoting tourism; and

WHEREAS, Rancho Cordova lodging business owners, members of the business community and representatives from the City of Rancho Cordova have met to consider the formation of the Rancho Cordova Tourism Business Improvement District (RCTBID); and

WHEREAS, Rancho Cordova lodging businesses have drafted a Management District Plan (**Exhibit B**) which sets forth the proposed boundary of the RCTBID, a service plan and budget, and a proposed means of governance; and

WHEREAS, a majority of the lodging business owners subject to assessment under the RCTBID have petitioned the City Council to establish the RCTBID.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby:

1. The recitals set forth herein are true and correct.
2. The City Council finds that the lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Management District Plan have signed and submitted petitions in support of the formation of the RCTBID. The City Council accepts the petitions and adopts this resolution of intention to establish the RCTBID and to levy an assessment on certain lodging businesses within the RCTBID boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Management District Plan satisfies all requirements of Streets and Highways Code § 36622.
4. The City Council declares its intention to establish the RCTBID and to levy and collect assessments on lodging businesses within the RCTBID boundaries pursuant to the Property and Business Improvement District Law of 1994.
5. The boundaries of the RCTBID shall be the boundaries of the City of Rancho Cordova. Please see the attached map, incorporated herein as (**Exhibit A**).
6. The name of the district shall be the Rancho Cordova Tourism Business Improvement District (RCTBID).
7. Annual assessment rates are \$1.50 per paid occupied room per night.
8. The assessments levied for the RCTBID shall be applied toward sales promotion and marketing programs to market Rancho Cordova as a tourist, meeting and event destination as described in the Management District Plan, and for other capital improvements as set forth in Streets and Highways Code §36610. Funds remaining at

the end of any year may be used in subsequent years in which RCTBID assessments are levied as long as they are used consistent with the requirements of this resolution.

9. The RCTBID will have a five year term unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony onto establishing the RCTBID and the and levying the of RCTBID assessments are set for October 18, 2010, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the David B. Roberts Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, California 95670.
12. The time and place for the public hearing to establish the RCTBID and the levy of assessments are set for December 6, 2010, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the David B. Roberts Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, California 95670. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the hearing and to provide that notice as required by Streets and Highways Code § 36623.
13. At the public hearing on December 6, 2010, the testimony of all interested persons for or against the establishment of the RCTBID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the proposed RCTBID that will pay fifty percent (50%) or more of the estimated total assessment of the entire RCTBID, no further proceedings to establish the RCTBID shall occur.
14. The complete Management District Plan is on file with the City Clerk and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

District Boundaries

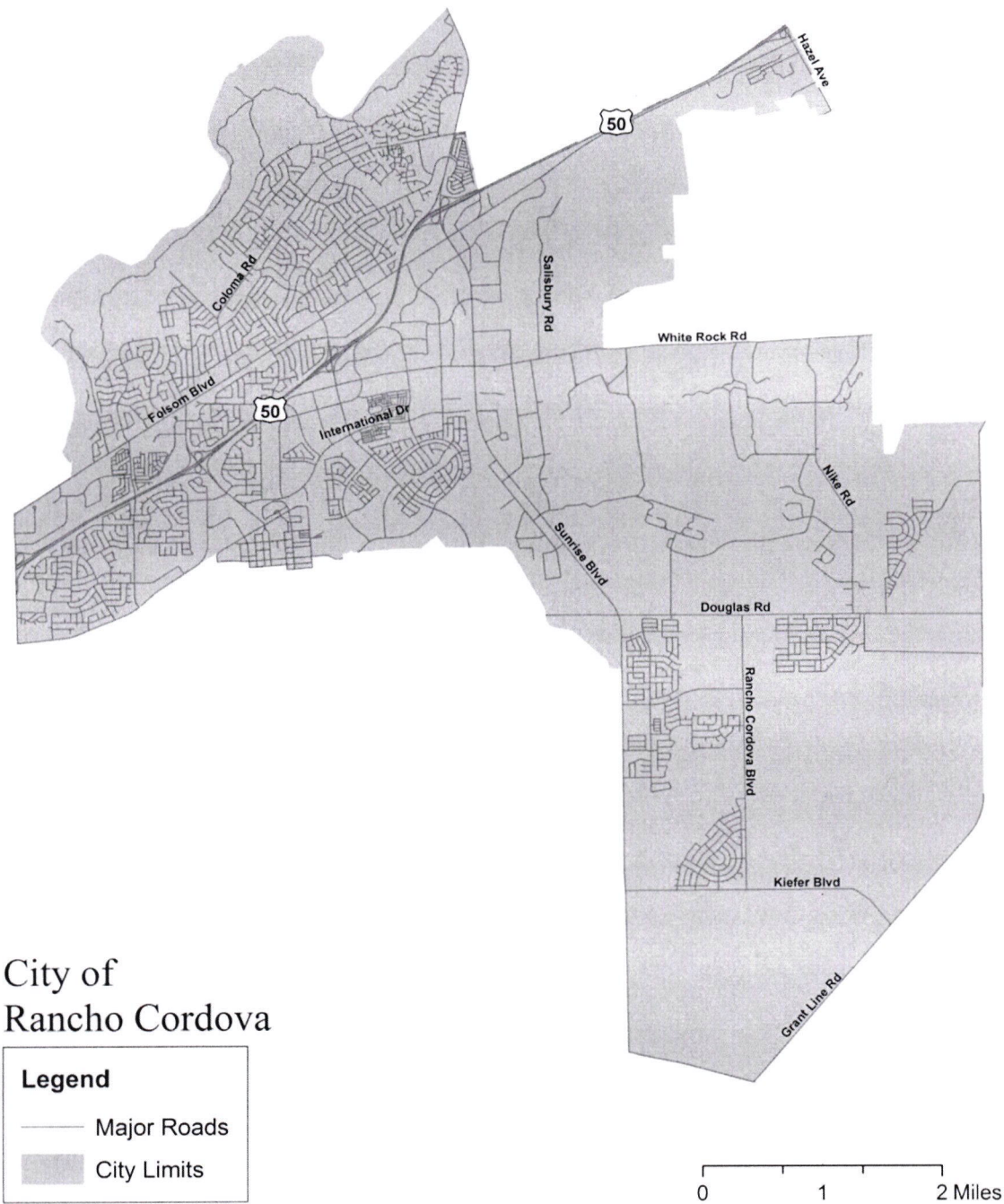


EXHIBIT B

RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN

*Formed pursuant to the Property and Business Improvement District Act of 1994
(Streets and Highways Code §36600 et seq.)*

Submitted to

the City of Rancho Cordova

August 25, 2010

by



RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

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I. INTRODUCTION AND OVERVIEW

Developed by the lodging businesses within Rancho Cordova, and the City of Rancho Cordova (the City), the Rancho Cordova Tourism Business Improvement District (RCTBID) is a benefit assessment district proposed to help fund marketing and sales promotion efforts for Rancho Cordova lodging businesses. This approach has been used successfully in other destination areas throughout the country to improve tourism and drive additional room nights.

Location: The proposed RCTBID includes all lodging businesses located within the boundaries of the City of Rancho Cordova.

Services: Marketing and sales promotions to increase tourism and to market Rancho Cordova as a tourist, meeting and event destination.

Budget: The total RCTBID annual budget for each year of its five year operation is anticipated to be approximately \$580,000.

Cost: Annual assessment rates are \$1.50 per paid occupied room per night.

Formation: TBID formation requires submittal of petitions from lodging businesses representing more than 50% of the total annual assessment followed by a City Council hearing and an opportunity for a written protest. The assessed lodging business owners will receive notice of the public hearing by mail. If there is a majority written protest, the TBID will not be formed.

Duration: The proposed RCTBID will have a five year life. The RCTBID assessment will be implemented beginning January 1, 2011. Once per year beginning on the anniversary of the formation of the district there is a 30 day period in which owners paying more than 50% of the assessment may protest and terminate the district.

II. WHY A TOURISM BUSINESS IMPROVEMENT DISTRICT FOR RANCHO CORDOVA?

There are several reasons why now is the right time to form a TBID in Rancho Cordova; the most compelling reasons are as follows:

1. *The Need to Increase Occupancy*

The formation of the RCTBID is a proactive effort to provide supplemental funding beyond that provided by the City. The funding will ensure that adequate financing exists for the investment required to increase occupancy in the lodging industry and be competitive in the conference segment of the tourism market. The investment will cover an expanded marketing and promotional budget needed to reach this market segment.

2. *An Opportunity for Increasing City Tax Revenues*

As occupancy rates increase, so too will the City's TOT revenue. With stable public/private funding for tourism marketing efforts, annual occupancy rates should increase significantly as new marketing and sales promotion programs are implemented. Greater occupancy will also produce an increase in sales tax revenues from tourist spending. This represents a substantial return to the City. The formation of the RCTBID in partnership with the the City creates a stable funding source tied directly to tourism promotion.

3. *Stable Funding for Tourism Promotion*

The RCTBID will provide a stable source of funding for consistent tourism promotion efforts. The RCTBID will provide funding for tourism promotion free of the political and economic circumstances that can reduce or eliminate government funding for tourism promotion.

III. WHAT IS A TOURISM BUSINESS IMPROVEMENT DISTRICT?

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging and tourism-related business owners to organize their efforts to increase tourism. Tourism-related business owners within the district fund a TBID, and those funds are used to provide services that the businesses desire and that benefit the lodging businesses within the District.

Tourism Business Improvement District services may include, but are not limited to:

- Marketing of the Destination
- Tourism Promotion Activities
- Sales Lead Generation

In California, Tourism Business Improvement Districts are formed pursuant to the Property and Business Improvement District Law of 1994 (PBID Law). This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. *The key difference between TBIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to Tourism Business Improvement Districts:

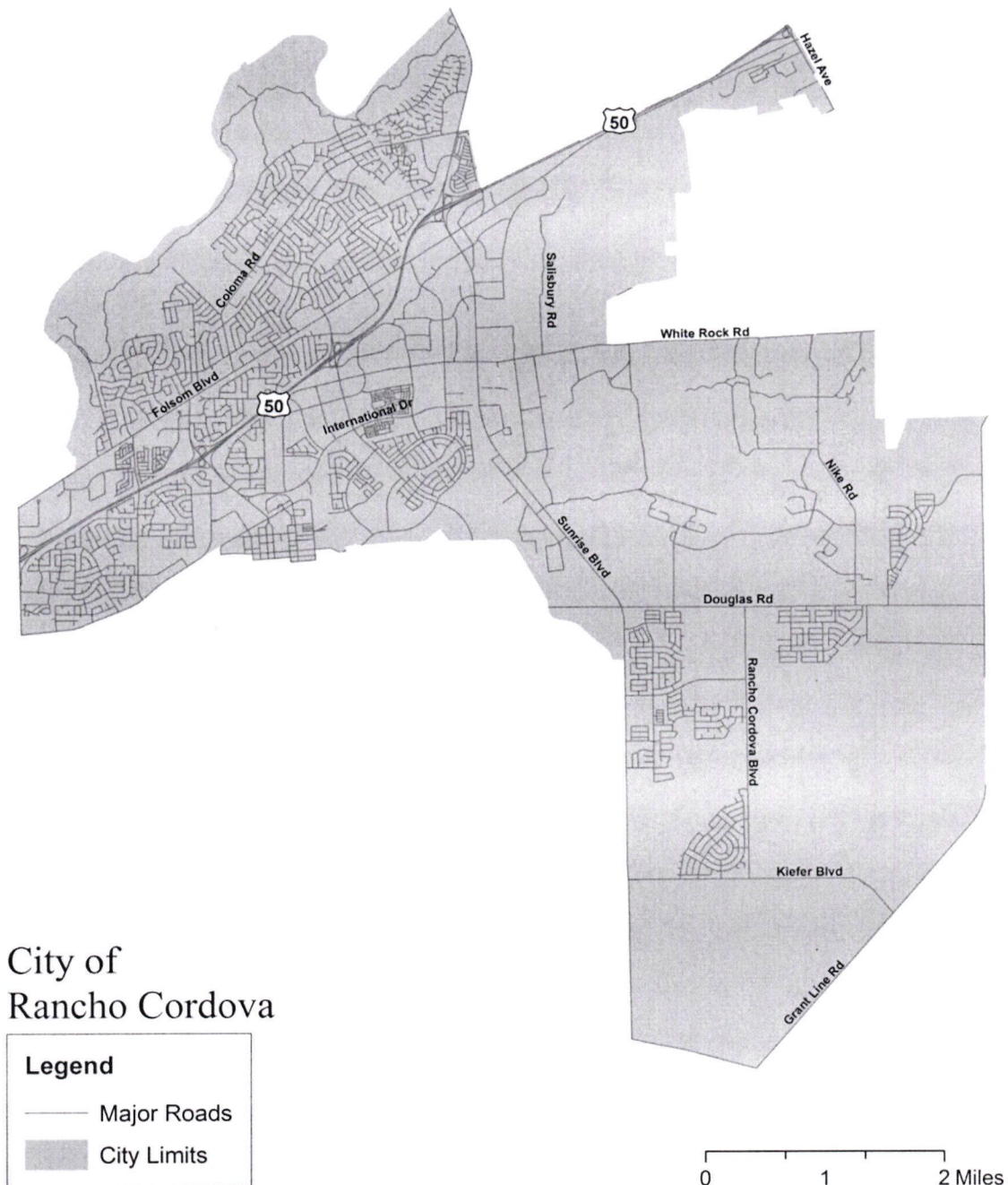
- Funds cannot be diverted for other government programs;
- Tourism Business Improvement Districts are customized to fit the needs of each tourism district;
- They allow for a wide range of services, including those listed above;
- Tourism Business Improvement Districts are ***designed, created and governed by those who will pay*** the assessment;
- They provide a stable funding source for tourism promotion.

The Property and Business Improvement District Law of 1994 is provided in Appendix 1 of this document.

IV. RANCHO CORDOVA TBID BOUNDARY

The RCTBID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Rancho Cordova.

The boundary currently includes 17 lodging business. Please see the map below. A complete listing of lodging businesses within the proposed RCTBID can be found on Appendix 2 of this Plan.



V. SERVICE PLAN AND BUDGET

A. Assessment

The Tourism Business Improvement District annual assessment rates are based upon \$1.50 per paid occupied room per night. The amount of assessment, if passed on to each transient, shall be separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business.

B. Determination of Special Benefit

State law provides that the expenses of the district shall be apportioned in proportion to the benefit received by assessed businesses.

A special benefit is defined as a particular and distinct benefit over and above general benefits conferred on the public at large. Conversely, a general benefit is a benefit to businesses in the surrounding community or a benefit to the public in general resulting from the improvement, activity or service to be provided by the assessment levied. Many general benefits to the public at large are conveyed by municipal services, such as fire protection, police services and public transit services. These services are targeted to serve the public at large and do not confer special benefits on particular businesses.

The services in this Management District Plan are designed to provide targeted services to lodging businesses. These services are tailored not to serve the general public, but rather to serve the specific lodging businesses within the District, e.g., the proposed activities are specifically targeted to increase room nights for assessed lodging businesses within the boundaries of the District, and are narrowly tailored. RCTBID funds will be used exclusively to benefit the assessees.

The activities paid for from assessment revenues are lodging business services creating special benefit to those businesses. In addition, these activities are not for the benefit of the general public and do not provide general benefit as defined above. All general benefits (if any) to the surrounding community and general public are intangible and unquantifiable. It is appropriate that these special business-related benefits be funded through business assessments.

C. Time and Manner for Collecting Assessments

The RCTBID assessment will be implemented beginning January 1, 2011 and will continue for five years. The City of Rancho Cordova will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the RCTBID. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City of Rancho Cordova shall forward the assessments to the Rancho Cordova Travel and Tourism Corporation (RCTTC) which will have the responsibility of managing TBID programs as provided in this Management District Plan.

D. Service Plan Budget Summary

A summary of the annual service plan budget for the RCTBID is provided on the following pages. The total five year improvement and service plan budget is projected at approximately \$580,000 annually, or \$2,900,000 through 2015.

E. Annual Service Plan:

A service plan budget has been developed to deliver services throughout the District. An annual service plan and budget will be developed and approved by the RCTTC Board. Bonds shall not be issued. Please see the budget exhibit below. The budget also includes a portion for contingencies and renewal of the District. Should the RCTTC Board approve, funds may be appropriated for the renewal effort. If there are funds remaining at the end of the District term and lodging businesses choose to renew, these remaining funds could be transferred to the renewed District. If there are funds remaining at the end of the District and lodging businesses choose not to renew, any remaining funds will be spent consistent with this Plan or returned to assessed businesses in equal proportions to the assessment paid by each business.

In the first year of operations, the RCTBID may reimburse the City of Rancho Cordova for district formation costs, up to \$42,000. This reimbursement will be deducted from the budget categories pro-rata.

Rancho Cordova Tourism Business Improvement District Draft Annual Budget, Years One through Five

Category	Percent	Dollar Amount
Sales and Marketing	93%	\$539,400
City Collection Costs	2%	\$11,600
Contingency/Renewal	5%	\$29,000
Total Estimated Annual Budget	100%	\$580,000

Sales and Marketing

A sales and marketing program will promote Rancho Cordova as a tourist and meeting destination. The sales and marketing program will have a central theme of promoting Rancho Cordova as a desirable place to visit, and may include the following activities:

- Sports marketing
- Sales development
- Collateral and fulfillment (website, social media, graphic design, printed materials)
- Highway 50 Co-op marketing
- Public relations / publicity
- Photo library creation
- California Welcome Center, El Dorado Hills advertising
- Memberships

City Administration Fee

The City of Rancho Cordova shall be paid a fee equal to 2% of the amount of assessment collected to cover its costs of collection and administration.

Contingency/Renewal

A prudent portion of the budget will be set aside in a contingency fund, to be used for unforeseeable costs in carrying out the sales and marketing programs. If at the expiration of the district there are contingency funds remaining, and business owners wish to renew the district, the remaining contingency funds may be used for renewal costs.

F. Adjustments

Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget below shall remain the same. The City RCTTC board shall have the authority to adjust budget allocations between the categories below by no more than fifteen percent (15%) per year. If the Board chooses to fund a sports related capital improvement project as a catalyst to gaining events, it can do so by Board action, funding the improvement from the budget categories on a pro-rata basis.

VI. TBID GOVERNANCE

A. Owners' Association

The Rancho Cordova Travel and Tourism Corporation (RCTTC) shall serve as the Owner's Association for the RCTBID. The initial RCTTC Board of Directors shall have no less than seven and no more than nine members. No less than five, and no more than seven, members of the Board shall be representatives of assessed lodging businesses. One member shall be a representative of the City of Rancho Cordova, and one shall be a representative of the Rancho Cordova Chamber of Commerce.

B. Brown Act and California Public Records Act Compliance

The owner's association is subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act, designed to promote public accountability. The owners' association of a TBID is considered a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the RCTTC board must be held in compliance with the public notice and other requirements of the Brown Act. The Owner's Association is also subject to the record keeping requirements of the California Public Records Act.

C. Annual Report

The RCTTC board shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1).

APPENDIX 1 – THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994 STREETS AND HIGHWAYS CODE Division 18. Parking

*** THIS DOCUMENT IS CURRENT THROUGH 2009-2010 EXTRAORDINARY SESSIONS 1-5, ***
AND 7, AND URGENCY LEGISLATION THROUGH CH 4 OF THE 2010 REGULAR SESSION

§ 36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

§ 36601. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within the business districts of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow cities to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that benefits from those improvements.

(d) Assessments levied for the purpose of providing improvements and promoting activities that benefit real property or businesses are not taxes for the general benefit of a city, but are assessments for the improvements and activities which confer special benefits upon the real property or businesses for which the improvements and activities are provided.

§ 36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within a business improvement area. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

§ 36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

§ 36603.5. Part prevails over conflicting provisions

Any provision in this part that conflicts with any other provision of law shall prevail over the other provision of law.

§ 36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

§ 36605. [Section repealed 2001.]

§ 36606. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and promoting activities which will benefit the properties or businesses located within a property and business improvement district.

§ 36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

§ 36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with *Section 6500*) of *Chapter 5 of Division 7 of Title 1 of the Government Code*, the public member agencies of which includes only cities, counties, or a city and county.

§ 36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

§ 36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

§ 36611. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

§ 36612. "Property"

"Property" means real property situated within a district.

§ 36613. "Activities"

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.

- (b) Furnishing of music in any public place within the district.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Activities which benefit businesses and real property located in the district.

§ 36614. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

§ 36614.5. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with *Section 54950*) of *Part 1 of Division 2 of Title 5 of the Government Code*), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with *Section 6250*) of *Division 7 of Title 1 of the Government Code*), for all documents relating to activities of the district.

§ 36615. "Property owner"; "Owner"

"Property owner" or "owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. The city council has no obligation to obtain other information as to the ownership of land, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this subdivision requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient.

§ 36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

§ 36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

§ 36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

§ 36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

§ 36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

- (1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or

businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

§ 36622. Contents of management district plan

The management district plan shall contain all of the following:

(a) A map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected lands and businesses included. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof.

(e) The total annual amount proposed to be expended for improvements, maintenance and operations, and debt service in each year of operation of the district.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof, including operation and maintenance. The plan may provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to assessment on real property.

(l) Any other item or matter required to be incorporated therein by the city council.

§ 36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with *Section 53753 of the Government Code*.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with *Section 54954.6 of the Government Code*, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners of businesses in the proposed district which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

§ 36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements or activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

§ 36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation that shall contain all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement about whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties or businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements and activities to be provided in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements and activities funded by the assessments proposed to be levied.

(b) The adoption of the resolution of formation and recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

§ 36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in paragraphs (1) to (8), inclusive, of subdivision (b) of Section 36625, but need not contain information about the preliminary resolution if none has been adopted.

§ 36626.5. [Section repealed 1999.]

§ 36626.6. [Section repealed 1999.]

§ 36626.7. [Section repealed 1999.]

§ 36627. Notice and assessment diagram

Following adoption of the resolution establishing the district pursuant to Section 36625 or 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. If the assessment is levied on businesses, the text of the recorded notice shall be modified to reflect that the assessment will be levied on businesses, or specified categories of businesses, within the area of the district. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

§ 36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

§ 36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements and activities.

§ 36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a parking and business improvement area.

§ 36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and a new district established pursuant to this part.

§ 36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution establishing the management district plan described in Section 36622. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part shall be charged interest and penalties.

§ 36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

§ 36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

§ 36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

§ 36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

§ 36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623 . Notice of all other public meetings and public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public meeting.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public meeting, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

§ 36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

§ 36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with *Section 6584*) of *Chapter 5 of Division 7*

of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

§ 36641. [Section repealed 2001.]

§ 36642. [Section repealed 2001.]

§ 36643. [Section repealed 2001.]

§ 36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements and the activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

§ 36651. Designation of owners' association to provide improvements and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements or activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

§ 36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

§ 36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year

after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners of real property or of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

§ 36671. Refund of remaining revenues upon disestablishment of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – LODGING BUSINESSES TO BE ASSESSED WITHIN THE RCTBID

HOTEL	ADDRESS
Cordova Inn	10701 Folsom Blvd
Courtyard by Marriott	10683 White Rock Rd
Days Inn & Suites	3240 Mather Field Rd
Extended Stay #903	10721 White Rock Rd
Fairfield Inn & Suites	10745 Gold Center Dr
Hampton Inn	10755 Gold Center Dr
Hyatt Place	10744 Gold Center Dr
La Quinta Inn	11131 Folsom Blvd
Motel 6	10694 Olson Drive
Red Roof Inn	10800 Olson Dr
Residence Inn	2779 Prospect Park Dr
Vagabond Inn RC	10713 White Rock Rd
Comfort Inn	12249 Folsom Blvd.
Crossland #421	11299 Point East Drive
Hotel Sierra	11260 Point East Drive
Holiday Inn	11269 Point East Drive
Marriott	11211 Point East Drive

MEMORANDUM



DATE: October 4, 2010

TO: Honorable Mayor and Council Members

FROM: Micah Runner, Economic Development Manager
Megan McMurtry, Economic Development Specialist

**SUBJECT: RESOLUTION OF INTENTION TO ESTABLISH RANCHO CORDOVA
TOURISM BUSINESS IMPROVEMENT DISTRICT**

RECOMMENDATION

Adopt Resolution of Intention No. 116-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in a public meeting on October 18, 2010 and a public hearing on December 6, 2010 on the establishment of the Rancho Cordova Tourism Business Improvement District (RCTBID) and the levy of assessments on lodging businesses. A majority of the lodging business owners subject to the assessment have petitioned the City Council to establish the RCTBID. The proposed assessment is \$1.50 per room per night charged to the room occupant. A non-profit corporation will be established to fund marketing and sales promotion efforts to increase hotel occupancy levels.

BACKGROUND

The Rancho Cordova Tourism Business Improvement District (RCTBID) is a benefit assessment district proposed to help fund marketing and sales promotion efforts for Rancho Cordova lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights. The proposed RCTBID includes all lodging businesses located within the boundaries of the City of Rancho Cordova, which is currently 17 hotels.

Rancho Cordova hotels have been part of the Sacramento Tourism Business Improvement District (TBID) since 2000; which also includes hotels in downtown Sacramento and Sacramento County. Rancho Cordova hoteliers decided to pursue formation of a local TBID in order to maximize control of revenues devoted to marketing Rancho Cordova as a tourist, meeting and event destination. If established, the RCTBID would generate approximately \$580,000 on an annual basis for promotion of travel and tourism specific to Rancho Cordova.

TOURISM BUSINESS IMPROVEMENT DISTRICTS

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging and tourism-related business owners to organize their efforts to increase tourism. Tourism-related business owners within the district fund a TBID, and those funds are used to provide services that the businesses desire and that benefit the lodging businesses within the District.

Benefits of TBIDs:

- Funds cannot be diverted for other government programs
- TBIDs are customized to fit the needs of each tourism district
- They allow for a wide range of services; including: Marketing of the Destination, Tourism Promotion Activities and Sales Lead Generation
- TBIDs are designed, created and governed by those who will pay the assessment
- They provide a stable funding source for tourism promotion

In California, Tourism Business Improvement Districts are formed pursuant to the Property and Business Improvement District Law of 1994 (PBID Law). This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between TBIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.

MANAGEMENT DISTRICT PLAN

The Management District Plan (**Exhibit B**) includes the proposed boundary of the RCTBID, a service plan and budget and a proposed means of governance. The RCTBID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Rancho Cordova. The boundary currently includes 17 lodging business with a total of 2,095 hotel rooms.

The proposed RCTBID will have a five year life. The RCTBID assessment will be implemented beginning January 1, 2011. Once per year beginning on the anniversary of the formation of the district there is a 30 day period in which owners paying more than 50% of the assessment may protest and terminate the district.

The Rancho Cordova Travel and Tourism Corporation (RCTTC) shall serve as the Owner's Association for the RCTBID. The initial Board of Directors shall have no less than seven and no more than nine members, including five to seven representatives of assessed hotels, one representative of the City of Rancho Cordova and one representative of the Rancho Cordova Chamber of Commerce.

The City of Rancho Cordova will be responsible for collecting the assessment on a monthly basis from each lodging business located in the boundaries of the RCTBID. The City of Rancho Cordova shall forward the assessments to the RCTTC, which will have the responsibility of managing TBID programs as provided in this Management District Plan. The City of Rancho Cordova shall be paid a fee equal to 2% of the amount of assessment collected to cover its costs of collection and administration.

The Draft Annual Budget detailed below was developed under the assumption of a \$1.50 per room per night fee generating approximately \$580,000 in revenue to the RCTTC.

**Rancho Cordova Tourism Business Improvement District
Draft Annual Budget, Years One through Five**

Category	Percent	Dollar Amount
Sales and Marketing	93%	\$539,400
City Collection Costs	2%	\$11,600
Contingency/Renewal	5%	\$29,000
Total Estimated Annual Budget	100%	\$580,000

The majority of the budget will be spent on a sales and marketing program to promote Rancho Cordova as a tourist and meeting destination; including sports marketing, sales development and Highway 50 Co-op marketing. A preliminary marketing plan for the district was compiled by John Poiriroo, a hotel marketing and tourism expert. Many of the marketing ideas involve sports marketing efforts, such as positioning Rancho Cordova as a recreation destination able to draw large tournaments.

DISTRICT FORMATION PROCESS

October 4, 2010

RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district.

Petition Status: Petitions in favor of district formation were submitted to the City by 11 hotels, which represent 1,355 total rooms. This accounts for 65% of the total of 2,095 hotel rooms in the proposed district. This majority petition allows the council to initiate proceedings for district formation at the October 4, 2010 City Council meeting.

October 5, 2010

NOTICE

The Property and Business Improvement District Act of 1994 requires the City mail written notice to the owners of all businesses proposed to be within the district. Mailing the notice begins a mandatory forty-five day period in which owners may protest district formation.

October 18, 2010

PUBLIC MEETING

Allow public testimony on the establishment of the TBID and levy of assessments. No council action required.

December 6, 2010

**FINAL PUBLIC HEARING & SECESSION FROM
SACRAMENTO TBID**

If written protests are received from the owners of businesses in the proposed district which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation.

If the city council adopts the resolution of formation, it will also be necessary to secede from the Sacramento Tourism Business Improvement District. A resolution revoking consent to being included in the Sacramento TBID, which will effectively remove Rancho Cordova from the Sacramento TBID, will be presented to council for adoption at the final hearing.

ATTACHMENT

Resolution of Intention No. 116-2010 including **(Exhibit A)** City of Rancho Cordova Boundary Map and **(Exhibit B)** Management District Plan.

CITY OF RANCHO CORDOVA

RESOLUTION OF INTENTION NO. 116-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DECLARING ITS INTENTION TO ESTABLISH THE RANCHO CORDOVA TOURISM
BUSINESS IMPROVEMENT DISTRICT (RCTBID), AND FIXING THE TIME AND PLACE OF A
PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes cities and counties to establish property and business improvement districts for the purposes of promoting tourism; and

WHEREAS, Rancho Cordova lodging business owners, members of the business community and representatives from the City of Rancho Cordova have met to consider the formation of the Rancho Cordova Tourism Business Improvement District (RCTBID); and

WHEREAS, Rancho Cordova lodging businesses have drafted a Management District Plan (**Exhibit B**) which sets forth the proposed boundary of the RCTBID, a service plan and budget, and a proposed means of governance; and

WHEREAS, a majority of the lodging business owners subject to assessment under the RCTBID have petitioned the City Council to establish the RCTBID.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby:

1. The recitals set forth herein are true and correct.
2. The City Council finds that the lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Management District Plan have signed and submitted petitions in support of the formation of the RCTBID. The City Council accepts the petitions and adopts this resolution of intention to establish the RCTBID and to levy an assessment on certain lodging businesses within the RCTBID boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Management District Plan satisfies all requirements of Streets and Highways Code § 36622.
4. The City Council declares its intention to establish the RCTBID and to levy and collect assessments on lodging businesses within the RCTBID boundaries pursuant to the Property and Business Improvement District Law of 1994.
5. The boundaries of the RCTBID shall be the boundaries of the City of Rancho Cordova. Please see the attached map, incorporated herein as (**Exhibit A**).
6. The name of the district shall be the Rancho Cordova Tourism Business Improvement District (RCTBID).
7. Annual assessment rates are \$1.50 per paid occupied room per night.
8. The assessments levied for the RCTBID shall be applied toward sales promotion and marketing programs to market Rancho Cordova as a tourist, meeting and event destination as described in the Management District Plan, and for other capital improvements as set forth in Streets and Highways Code §36610. Funds remaining at

the end of any year may be used in subsequent years in which RCTBID assessments are levied as long as they are used consistent with the requirements of this resolution.

9. The RCTBID will have a five year term unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony onto establishing the RCTBID and the and levying the of RCTBID assessments are set for October 18, 2010, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the David B. Roberts Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, California 95670.
12. The time and place for the public hearing to establish the RCTBID and the levy of assessments are set for December 6, 2010, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the David B. Roberts Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, California 95670. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the hearing and to provide that notice as required by Streets and Highways Code § 36623.
13. At the public hearing on December 6, 2010, the testimony of all interested persons for or against the establishment of the RCTBID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the proposed RCTBID that will pay fifty percent (50%) or more of the estimated total assessment of the entire RCTBID, no further proceedings to establish the RCTBID shall occur.
14. The complete Management District Plan is on file with the City Clerk and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

District Boundaries

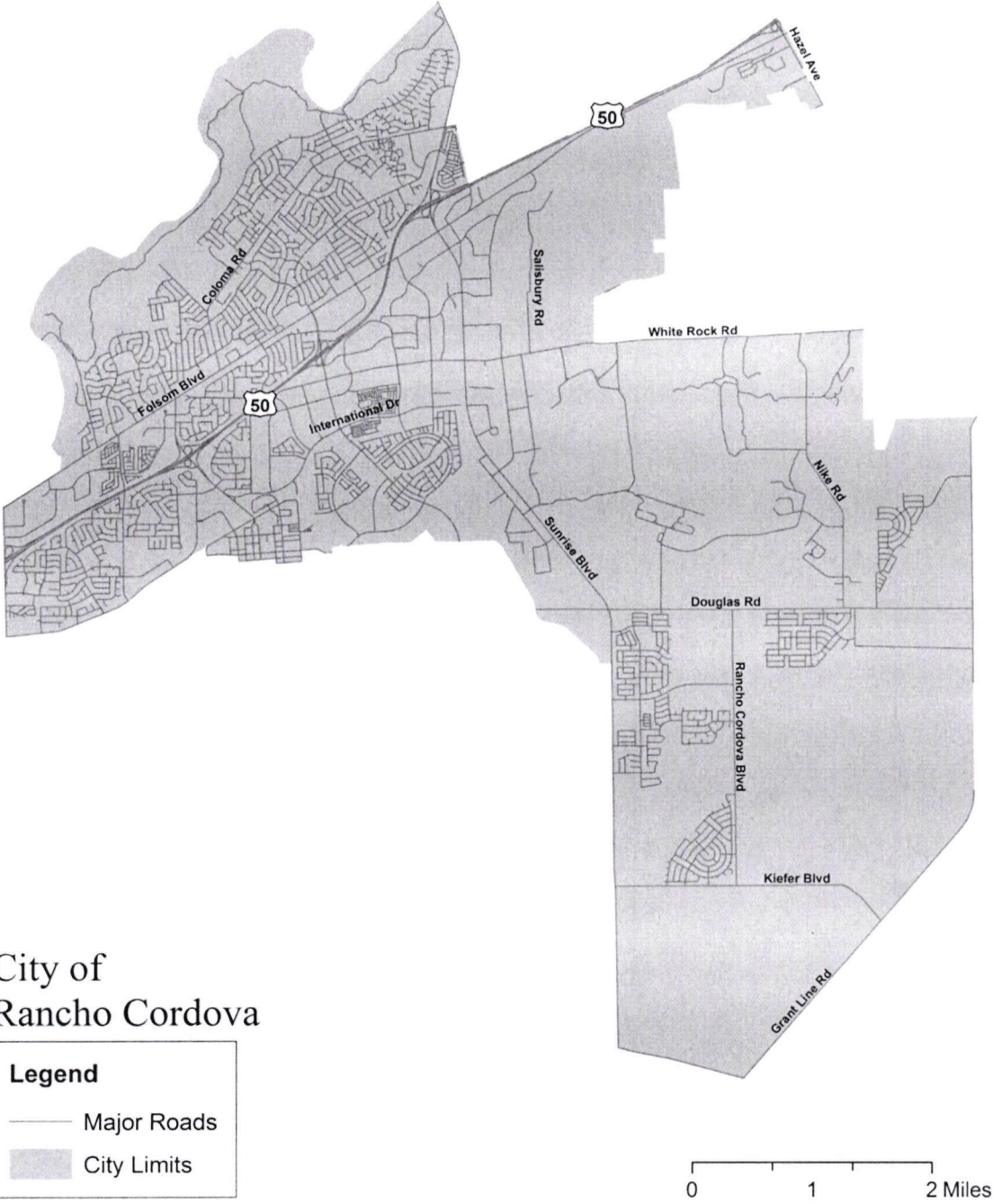


EXHIBIT B

**RANCHO CORDOVA TOURISM BUSINESS
IMPROVEMENT DISTRICT**

MANAGEMENT DISTRICT PLAN

*Formed pursuant to the Property and Business Improvement District Act of 1994
(Streets and Highways Code §36600 et seq.)*

Submitted to

the City of Rancho Cordova

August 25, 2010

by



RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

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I. INTRODUCTION AND OVERVIEW

Developed by the lodging businesses within Rancho Cordova, and the City of Rancho Cordova (the City), the Rancho Cordova Tourism Business Improvement District (RCTBID) is a benefit assessment district proposed to help fund marketing and sales promotion efforts for Rancho Cordova lodging businesses. This approach has been used successfully in other destination areas throughout the country to improve tourism and drive additional room nights.

Location: The proposed RCTBID includes all lodging businesses located within the boundaries of the City of Rancho Cordova.

Services: Marketing and sales promotions to increase tourism and to market Rancho Cordova as a tourist, meeting and event destination.

Budget: The total RCTBID annual budget for each year of its five year operation is anticipated to be approximately \$580,000.

Cost: Annual assessment rates are \$1.50 per paid occupied room per night.

Formation: TBID formation requires submittal of petitions from lodging businesses representing more than 50% of the total annual assessment followed by a City Council hearing and an opportunity for a written protest. The assessed lodging business owners will receive notice of the public hearing by mail. If there is a majority written protest, the TBID will not be formed.

Duration: The proposed RCTBID will have a five year life. The RCTBID assessment will be implemented beginning January 1, 2011. Once per year beginning on the anniversary of the formation of the district there is a 30 day period in which owners paying more than 50% of the assessment may protest and terminate the district.

II. WHY A TOURISM BUSINESS IMPROVEMENT DISTRICT FOR RANCHO CORDOVA?

There are several reasons why now is the right time to form a TBID in Rancho Cordova; the most compelling reasons are as follows:

1. The Need to Increase Occupancy

The formation of the RCTBID is a proactive effort to provide supplemental funding beyond that provided by the City. The funding will ensure that adequate financing exists for the investment required to increase occupancy in the lodging industry and be competitive in the conference segment of the tourism market. The investment will cover an expanded marketing and promotional budget needed to reach this market segment.

2. An Opportunity for Increasing City Tax Revenues

As occupancy rates increase, so too will the City's TOT revenue. With stable public/private funding for tourism marketing efforts, annual occupancy rates should increase significantly as new marketing and sales promotion programs are implemented. Greater occupancy will also produce an increase in sales tax revenues from tourist spending. This represents a substantial return to the City. The formation of the RCTBID in partnership with the the City creates a stable funding source tied directly to tourism promotion.

3. Stable Funding for Tourism Promotion

The RCTBID will provide a stable source of funding for consistent tourism promotion efforts. The RCTBID will provide funding for tourism promotion free of the political and economic circumstances that can reduce or eliminate government funding for tourism promotion.

III. WHAT IS A TOURISM BUSINESS IMPROVEMENT DISTRICT?

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging and tourism-related business owners to organize their efforts to increase tourism. Tourism-related business owners within the district fund a TBID, and those funds are used to provide services that the businesses desire and that benefit the lodging businesses within the District.

Tourism Business Improvement District services may include, but are not limited to:

- Marketing of the Destination
- Tourism Promotion Activities
- Sales Lead Generation

In California, Tourism Business Improvement Districts are formed pursuant to the Property and Business Improvement District Law of 1994 (PBID Law). This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. *The key difference between TBIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to Tourism Business Improvement Districts:

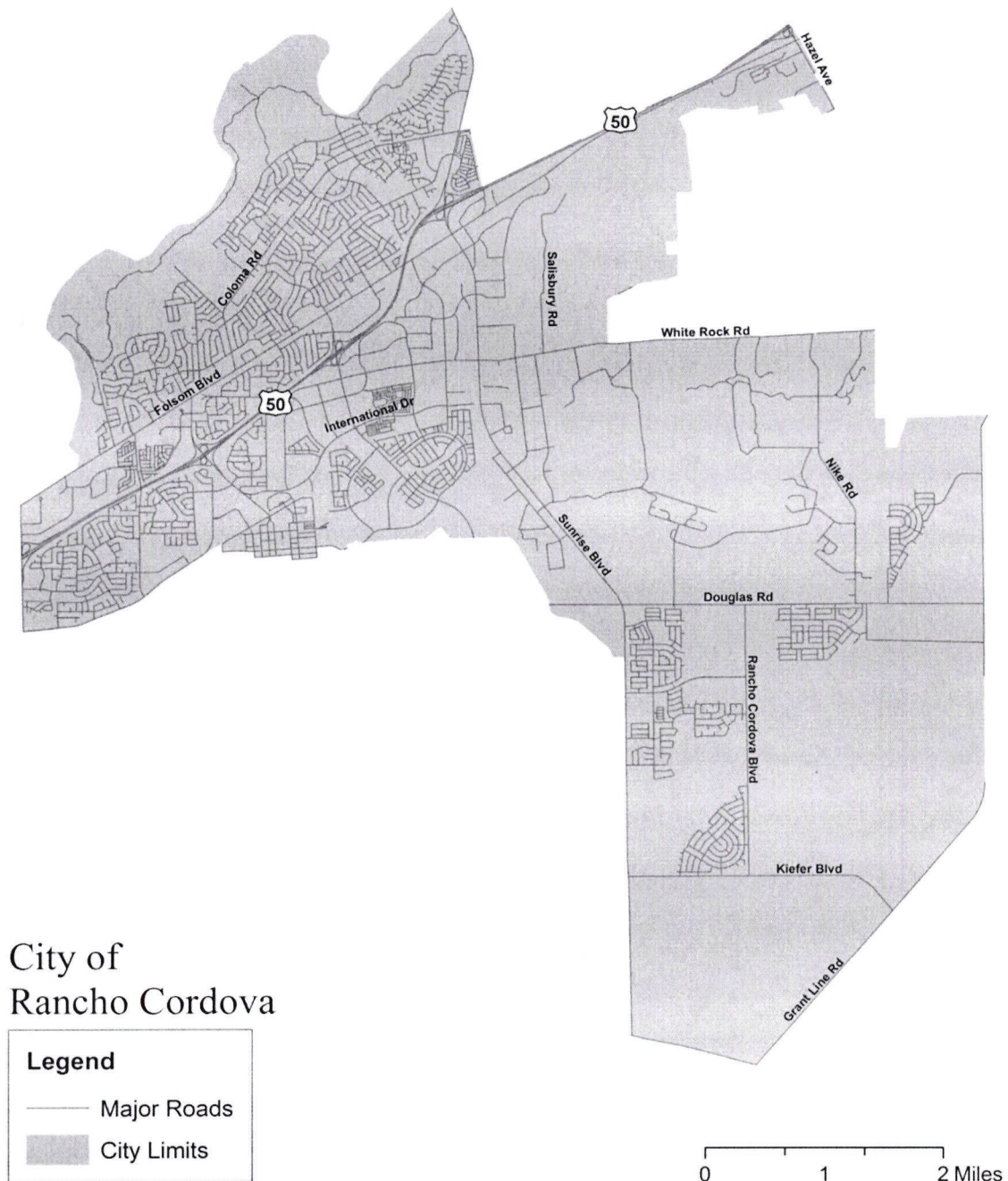
- Funds cannot be diverted for other government programs;
- Tourism Business Improvement Districts are customized to fit the needs of each tourism district;
- They allow for a wide range of services, including those listed above;
- Tourism Business Improvement Districts are ***designed, created and governed by those who will pay*** the assessment;
- They provide a stable funding source for tourism promotion.

The Property and Business Improvement District Law of 1994 is provided in Appendix 1 of this document.

IV. RANCHO CORDOVA TBID BOUNDARY

The RCTBID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Rancho Cordova.

The boundary currently includes 17 lodging business. Please see the map below. A complete listing of lodging businesses within the proposed RCTBID can be found on Appendix 2 of this Plan.



V. SERVICE PLAN AND BUDGET

A. Assessment

The Tourism Business Improvement District annual assessment rates are based upon \$1.50 per paid occupied room per night. The amount of assessment, if passed on to each transient, shall be separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business.

B. Determination of Special Benefit

State law provides that the expenses of the district shall be apportioned in proportion to the benefit received by assessed businesses.

A special benefit is defined as a particular and distinct benefit over and above general benefits conferred on the public at large. Conversely, a general benefit is a benefit to businesses in the surrounding community or a benefit to the public in general resulting from the improvement, activity or service to be provided by the assessment levied. Many general benefits to the public at large are conveyed by municipal services, such as fire protection, police services and public transit services. These services are targeted to serve the public at large and do not confer special benefits on particular businesses.

The services in this Management District Plan are designed to provide targeted services to lodging businesses. These services are tailored not to serve the general public, but rather to serve the specific lodging businesses within the District, e.g., the proposed activities are specifically targeted to increase room nights for assessed lodging businesses within the boundaries of the District, and are narrowly tailored. RCTBID funds will be used exclusively to benefit the assessees.

The activities paid for from assessment revenues are lodging business services creating special benefit to those businesses. In addition, these activities are not for the benefit of the general public and do not provide general benefit as defined above. All general benefits (if any) to the surrounding community and general public are intangible and unquantifiable. It is appropriate that these special business-related benefits be funded through business assessments.

C. Time and Manner for Collecting Assessments

The RCTBID assessment will be implemented beginning January 1, 2011 and will continue for five years. The City of Rancho Cordova will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the RCTBID. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City of Rancho Cordova shall forward the assessments to the Rancho Cordova Travel and Tourism Corporation (RCTTC) which will have the responsibility of managing TBID programs as provided in this Management District Plan.

D. Service Plan Budget Summary

A summary of the annual service plan budget for the RCTBID is provided on the following pages. The total five year improvement and service plan budget is projected at approximately \$580,000 annually, or \$2,900,000 through 2015.

E. Annual Service Plan:

A service plan budget has been developed to deliver services throughout the District. An annual service plan and budget will be developed and approved by the RCTTC Board. Bonds shall not be issued. Please see the budget exhibit below. The budget also includes a portion for contingencies and renewal of the District. Should the RCTTC Board approve, funds may be appropriated for the renewal effort. If there are funds remaining at the end of the District term and lodging businesses choose to renew, these remaining funds could be transferred to the renewed District. If there are funds remaining at the end of the District and lodging businesses choose not to renew, any remaining funds will be spent consistent with this Plan or returned to assessed businesses in equal proportions to the assessment paid by each business.

In the first year of operations, the RCTBID may reimburse the City of Rancho Cordova for district formation costs, up to \$42,000. This reimbursement will be deducted from the budget categories pro-rata.

Rancho Cordova Tourism Business Improvement District Draft Annual Budget, Years One through Five

Category	Percent	Dollar Amount
Sales and Marketing	93%	\$539,400
City Collection Costs	2%	\$11,600
Contingency/Renewal	5%	\$29,000
Total Estimated Annual Budget	100%	\$580,000

Sales and Marketing

A sales and marketing program will promote Rancho Cordova as a tourist and meeting destination. The sales and marketing program will have a central theme of promoting Rancho Cordova as a desirable place to visit, and may include the following activities:

- Sports marketing
- Sales development
- Collateral and fulfillment (website, social media, graphic design, printed materials)
- Highway 50 Co-op marketing
- Public relations / publicity
- Photo library creation
- California Welcome Center, El Dorado Hills advertising
- Memberships

City Administration Fee

The City of Rancho Cordova shall be paid a fee equal to 2% of the amount of assessment collected to cover its costs of collection and administration.

Contingency/Renewal

A prudent portion of the budget will be set aside in a contingency fund, to be used for unforeseeable costs in carrying out the sales and marketing programs. If at the expiration of the district there are contingency funds remaining, and business owners wish to renew the district, the remaining contingency funds may be used for renewal costs.

F. Adjustments

Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget below shall remain the same. The City RCTTC board shall have the authority to adjust budget allocations between the categories below by no more than fifteen percent (15%) per year. If the Board chooses to fund a sports related capital improvement project as a catalyst to gaining events, it can do so by Board action, funding the improvement from the budget categories on a pro-rata basis.

VI. TBID GOVERNANCE

A. Owners' Association

The Rancho Cordova Travel and Tourism Corporation (RCTTC) shall serve as the Owner's Association for the RCTBID. The initial RCTTC Board of Directors shall have no less than seven and no more than nine members. No less than five, and no more than seven, members of the Board shall be representatives of assessed lodging businesses. One member shall be a representative of the City of Rancho Cordova, and one shall be a representative of the Rancho Cordova Chamber of Commerce.

B. Brown Act and California Public Records Act Compliance

The owner's association is subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act, designed to promote public accountability. The owners' association of a TBID is considered a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the RCTTC board must be held in compliance with the public notice and other requirements of the Brown Act. The Owner's Association is also subject to the record keeping requirements of the California Public Records Act.

C. Annual Report

The RCTTC board shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1).

APPENDIX 1 – THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994 STREETS AND HIGHWAYS CODE Division 18. Parking

*** THIS DOCUMENT IS CURRENT THROUGH 2009-2010 EXTRAORDINARY SESSIONS 1-5, ***
AND 7, AND URGENCY LEGISLATION THROUGH CH 4 OF THE 2010 REGULAR SESSION

§ 36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

§ 36601. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within the business districts of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow cities to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that benefits from those improvements.

(d) Assessments levied for the purpose of providing improvements and promoting activities that benefit real property or businesses are not taxes for the general benefit of a city, but are assessments for the improvements and activities which confer special benefits upon the real property or businesses for which the improvements and activities are provided.

§ 36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within a business improvement area. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

§ 36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

§ 36603.5. Part prevails over conflicting provisions

Any provision in this part that conflicts with any other provision of law shall prevail over the other provision of law.

§ 36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

§ 36605. [Section repealed 2001.]

§ 36606. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and promoting activities which will benefit the properties or businesses located within a property and business improvement district.

§ 36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

§ 36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with *Section 6500*) of *Chapter 5 of Division 7 of Title 1 of the Government Code*, the public member agencies of which includes only cities, counties, or a city and county.

§ 36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

§ 36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

§ 36611. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

§ 36612. "Property"

"Property" means real property situated within a district.

§ 36613. "Activities"

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.

- (b) Furnishing of music in any public place within the district.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Activities which benefit businesses and real property located in the district.

§ 36614. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

§ 36614.5. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with *Section 54950*) of *Part 1 of Division 2 of Title 5 of the Government Code*), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with *Section 6250*) of *Division 7 of Title 1 of the Government Code*), for all documents relating to activities of the district.

§ 36615. "Property owner"; "Owner"

"Property owner" or "owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. The city council has no obligation to obtain other information as to the ownership of land, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this subdivision requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient.

§ 36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

§ 36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

§ 36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

§ 36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

§ 36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

- (1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or

businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

§ 36622. Contents of management district plan

The management district plan shall contain all of the following:

(a) A map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected lands and businesses included. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof.

(e) The total annual amount proposed to be expended for improvements, maintenance and operations, and debt service in each year of operation of the district.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof, including operation and maintenance. The plan may provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to assessment on real property.

(l) Any other item or matter required to be incorporated therein by the city council.

§ 36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with *Section 53753 of the Government Code*.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with *Section 54954.6 of the Government Code*, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners of businesses in the proposed district which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

§ 36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements or activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

§ 36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation that shall contain all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement about whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties or businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements and activities to be provided in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements and activities funded by the assessments proposed to be levied.

(b) The adoption of the resolution of formation and recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

§ 36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in paragraphs (1) to (8), inclusive, of subdivision (b) of Section 36625, but need not contain information about the preliminary resolution if none has been adopted.

§ 36626.5. [Section repealed 1999.]

§ 36626.6. [Section repealed 1999.]

§ 36626.7. [Section repealed 1999.]

§ 36627. Notice and assessment diagram

Following adoption of the resolution establishing the district pursuant to Section 36625 or 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. If the assessment is levied on businesses, the text of the recorded notice shall be modified to reflect that the assessment will be levied on businesses, or specified categories of businesses, within the area of the district. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

§ 36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

§ 36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements and activities.

§ 36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a parking and business improvement area.

§ 36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and a new district established pursuant to this part.

§ 36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution establishing the management district plan described in Section 36622. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part shall be charged interest and penalties.

§ 36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

§ 36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

§ 36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

§ 36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

§ 36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623 . Notice of all other public meetings and public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public meeting.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public meeting, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

§ 36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

§ 36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with *Section 6584*) of *Chapter 5* of *Division 7*

of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

§ 36641. [Section repealed 2001.]

§ 36642. [Section repealed 2001.]

§ 36643. [Section repealed 2001.]

§ 36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements and the activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

§ 36651. Designation of owners' association to provide improvements and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements or activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

§ 36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

§ 36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assessee may request disestablishment of the district. The first such period shall begin one year

after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners of real property or of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

§ 36671. Refund of remaining revenues upon disestablishment of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – LODGING BUSINESSES TO BE ASSESSED WITHIN THE RCTBID

HOTEL	ADDRESS
Cordova Inn	10701 Folsom Blvd
Courtyard by Marriott	10683 White Rock Rd
Days Inn & Suites	3240 Mather Field Rd
Extended Stay #903	10721 White Rock Rd
Fairfield Inn & Suites	10745 Gold Center Dr
Hampton Inn	10755 Gold Center Dr
Hyatt Place	10744 Gold Center Dr
La Quinta Inn	11131 Folsom Blvd
Motel 6	10694 Olson Drive
Red Roof Inn	10800 Olson Dr
Residence Inn	2779 Prospect Park Dr
Vagabond Inn RC	10713 White Rock Rd
Comfort Inn	12249 Folsom Blvd.
Crossland #421	11299 Point East Drive
Hotel Sierra	11260 Point East Drive
Holiday Inn	11269 Point East Drive
Marriott	11211 Point East Drive