



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

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

Tuesday, September 4, 2007

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

AGENDA

1. CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELECAST ANNOUNCEMENT

The Mayor will announce the video recording and playback schedules

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Pastor Jesse Smith, First Covenant Church, will give the invocation

5. PRESENTATIONS

- 5.1. Presentation of Certificate of Recognition to Nia Evans for Rancho Cordova Blue Marlins League Championship Win.
- 5.2. Presentation of Proclamation to Eppie Johnson for Eppie's Great Race 2007.
- 5.3. Presentation on Folsom Corridor Transit Oriented Development (TOD) Light Rail by Tricia Stevens, Principal Planner, County of Sacramento Planning and Community Development Department Municipal Services Agency and Jeff Damon, PBAmerica.
- 5.4. Recognition of Council Member Skoglund's Birthday.

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. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

- 7.1. **Subject:** Regular Meeting Minutes of August 6, 2007.
Recommendation: Adopt Minutes.
- 7.2. **Subject:** Ordinance Establishing a Special Tax for Transit-Related Services for the Ed Fund Office Buildings.
Recommendation: Waive second reading and adopt Ordinance No. 19-2007 establishing a special tax for transit-related services. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the Ed Fund office buildings.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 11
- 7.3. **Subject:** Approval of Parcel Map Titled Subdivision No. 04-87, Located on the Northwest Corner of Gold Flack Court and Security Park Drive in the Security Park Complex.
Recommendation: Approve
Result of Recommended Action: Approval will result in the recording of the final parcel map creating six (6), M-2 (industrial) parcels from three (3) existing parcels.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 4 and 7
- 7.4. **Subject:** Dissolving of the Rancho Cordova Sister Cities Committee.
Recommendation: Officially dissolve the Committee by Minute Action.
Result of Recommended Action: The Sister Cities Committee, which has recently incorporated under the State of California and has completed its bylaws, will no longer be an entity of the city, but an independent, non-profit organization with the purpose of educating and benefiting the public by providing exposure to and a relationship with cities in different countries. The Sister Cities Committee will now be known as the Rancho Cordova Sister Cities Council, Inc.
Staff Report: Alexandra Miller, City Manager's Office.
Advances Goals: 1, 4, 8, 9, and 10

8. CONSENT PUBLIC HEARING ITEMS

None

9. PUBLIC HEARING ITEM

- 9.1. **Subject:** Resolutions Authorizing the City to Join the California Communities Development Authority (CSCDA) and Participate in the Statewide Community Infrastructure Program (SCIP).
Recommendation: Adopt Resolution No. 102-2007 and Resolution No. 103-2007.
Result of Recommended Action: By joining the Statewide Communities Development Authority and participating in the Statewide Community Infrastructure Program (SCIP), the City will have a formalized economic development incentive that allows developers to finance the costs of development impact fees. The City would authorize use of the SCIP to fund transportation development impact fees for non-residential projects throughout the City and residential projects in the Redevelopment Project Area.
Staff Report: Joe Chinn, City Manager's Office & Curt Haven, Economic Development
Advances Goals: 1, 9, 11, and 13

10. REGULAR CALENDAR ITEM

- 10.1. **Subject:** Croydon Way Access
Recommendation: Provide direction to staff regarding the preferred alternative and direct staff to complete construction of improvements on Mather Field Road. Alternatives include:
1. Opening left turn access in to and out of Croydon Way
2. Leaving Croydon Way in the existing condition, restricting left turn access to and from Croydon Way.
Result of Recommended Action: Opening Croydon Way access will re-establish left-turn movements in to and out of Croydon Way. The cost of re-design, construction and inspection is estimated at approximately \$140,000. It is anticipated that the additional work will add approximately four weeks to the construction schedule. Leaving Croydon Way in the existing condition will restrict left turn access to and from Croydon Way. The additional median will allow for a greater amount of landscaping. The cost of remaining landscaping work is estimated at approximately \$10,000.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 2
- 10.2. **Subject:** Resolution Designating Mayoral Appointment of a Rancho Cordova Representative to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB).
Recommendation: Adopt Resolution No. 99-2007.
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: Anna Olea-Moger, City Clerk's Department
Advances Goals: 1, 4, 6, and 13

10.3. **Subject:** Consideration of Annual League of California Cities Resolutions.

Recommendation: Consider the following Resolutions referred to various Committees of the League for action at the Annual League of Cities Conference Business Meeting and provide voting direction to your Voting Delegate Mayor Sander and Alternate Council Member Cooley:

Resolution	Committee	Voting Direction
1. Resolution Relating to the Renewal of the League Grassroots Network Program	Administrative Services Policy Committee	Support/Oppose
2. Resolution Relating to Healthy Aging	Community Services Policy Committee	Support/Oppose
3. Resolution Relating to Applying 300 Foot Distance Separation for All New Residential Care Facilities	Housing, Community & Econ. Development Policy Committee	Support/Oppose
4. Resolution Relating to the Implementation of AB 38 Establishing a New "Department of Emergency Services & Homeland Security"	Public Safety Policy Committee	Support/Oppose

Result of Recommended Action: The Voting Delegate or Alternate will cast a vote on each one of the resolutions reflecting Council's voting direction.

Staff Report: Anna Olea-Moger, City Clerk's Department

Advances Goal: 13

10.4. **Subject:** Fourth Quarter Financial Report FY 2006-07.

Recommendation: Receive and file report.

Result of Recommended Action: Report will be received and filed.

Staff Report: Donna Silva, Finance Department

Advances Goal: 1

11. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

12. COUNCIL REPORTS

13. CITY MANAGER'S REPORT

14. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

No items scheduled for this meeting

15. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session

Not applicable for this meeting

16. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

UPCOMING MEETINGS	
<i>Tuesday, September 11, 2007</i>	<i>5:30 p.m. Work Session on The Promenade and Bike & Ped Master Plan</i>
<i>Monday, September 17, 2007</i>	<i>4:00 p.m. Study Session on Goals & Objectives</i> <i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, September 25, 2007</i>	<i>5:30 p.m. Work Session Transportation CIP Update and Rental Inspection Housing Program</i>
<i>Monday, October 1, 2007</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Monday, October 15, 2007</i>	<i>4:00 p.m. Study Session TBD</i> <i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, October 23, 2007</i>	<i>5:30 p.m. Closed Session on City Manager Performance Evaluation</i>
<i>Monday, October 29, 2007</i>	<i>5:30 p.m. Work Session TBD</i>

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
Finance Department	(916) 851-8730
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Redevelopment & Economic Development Department	(916) 851-8780

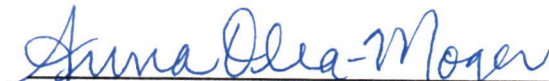
The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is also available for check out from any library branch. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Anna Olea-Moger, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the September 4, 2007 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on August 30, 2007 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 August 2007 at Rancho Cordova, California.


Anna Olea-Moger, CMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, August 6, 2007

5:30 P.M. – Regular Meeting

MINUTES

REGULAR MEETING – CALL TO ORDER

Call to Order

Vice Mayor Budge called the regular meeting to order in the Dave B. Roberts Council Chambers at 5:38 p.m.

Present: Council Members Cooley, McGarvey, Skoglund and Vice Mayor Budge
Absent: Mayor Sander
Staff Present: Chinn, Lindgren, Olea-Moger, Lehr, Oliver, Synder, Junker, Abhar, Resha, Meeks, Simpson, Campbell and Silva.

Pledge of Allegiance

Judy Flores led the pledge.

Invocation

1. Pastor Kevin Goldstein, First Covenant Church, gave the invocation.

Presentations

2. Presentation of a proclamation to Eppie Johnson for Eppie's Great Race 2007 was rescheduled to September 4th.
3. Stephanie Snyder and Scottie Moore gave a presentation to Council on the Quarterly Update from the Rancho Cordova Sister Cities Council, and Council Member McGarvey presented Certificates of Recognition to the following members of the Sister Cities Council for their service to the committee:
 - Betsy Carlson
 - Bob Arellanes
 - Fred Takikawa
 - Ginny Goss

- Jerry Lamb
- Joan Anne Finan
- Scottie Moore
- Terri McGarvey

Council requested action be taken at a future meeting to officially dissolve the committee.

4. Council, staff and Rancho Cordova citizens recognized Council Member McGarvey's Birthday.
5. Melody Granger-Mayer gave a presentation to Council on behalf of the 2007 Class of Leadership Rancho Cordova on Grand Opening of the Heritage of Rancho Cordova, a Photographic Display in City Hall and Vice Mayor Budge presented a proclamation to the following fourteen Leadership Class members:

- Brandon Ivie
- Brian Haworth
- Chrishana McDonald
- Conrade Mayer
- Craig Osborn
- Cyrus Abhar
- Katherine Cooley
- Mark Hanson
- Melody Granger-Mayer
- Michael Rizzo
- Perry Mansch
- Reuben Meeks
- Shannan Loveless
- Stuart Van Horn

Local residents Katherine Cox and Lynne Fulgham also dedicated countless hours to this project while working side by side with the Leadership class on all aspects of the project.

ADJOURN TO RECEPTION

Vice Mayor Budge adjourned to the reception honoring the Leadership class's Historic Photographic Display and celebrating Council Member McGarvey's birthday at 6:12 p.m.

RECONVENE TO OPEN MEETING

Presentations Continued

6. David Brown from the Sacramento-Yolo Mosquito & Vector Control District Board gave a presentation to Council on the District's efforts to fight the West Nile Virus.

ORAL COMMUNICATIONS

7. Public Comment

The following individual addressed the Council:

- Mike Barnbaumb on reducing service on low performing RT routes and to encourage attendance to the public hearing at Sacramento Regional Transit District offices, scheduled for August 13th at 6:00 pm, located at 10040 29th Street, Sacramento.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Cooley second by McGarvey and carried by a 4:0 roll call vote (Mayor Sander absent), the Consent Calendar was approved.

8. **Subject:** Minutes of City Council Meetings:
 - a. Regular Meeting of July 16, 2007.**Recommendation:** Adopt Minutes.
9. **Subject:** Ordinance Establishing a Special Tax for Police Protection Services for Ellenwood Commons.
Recommendation: Waive second reading and adopt Ordinance No. 17-2007 Establishing a Special Tax for Police Protection Services. **(Roll Call Vote)**
Result of Recommended Action: Adoption of the ordinance will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for Ellenwood Commons.
Staff Report: Adam Lindgren and Jose Sanchez, City Attorney's Office
10. **Subject:** Resolution Creating Special Tax Area Zone 5 and Ordinance Establishing a Special Tax for Transit-Related Services for the Ed Fund Office Buildings.
Recommendation: Adopt Resolution No. 78-2007 and waive first reading and introduce Ordinance No. 19-2007 establishing a special tax for transit-related services. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating as special tax area zone and establishing a special tax for transit-related services for the Ed Fund office buildings.
Staff Report: Cyrus Abhar, Public Works Department
11. **Subject:** Resolution Authorizing the Execution of Consulting Services Agreements with Bender Rosenthal, Inc., Interwest Consulting Group and Thurston Company to Provide On-Call Right-Of-Way Acquisition Services in the Amount Not to Exceed \$100,000.00 Each.
Recommendation: Adoption Resolution No. 88-2007.
Result of Recommended Action: The recommended action will allow the City Manager to execute contracts for on-call Right-of-Way services with Bender Rosenthal, Inc., Interwest Consulting Group and Thurston Company which will provide the City with an on-call list for Right-of-Way appraisal and acquisition services for present and future Capital Improvement Projects.
Staff Report: Cyrus Abhar, Public Works Department
12. **Subject:** Resolution Authorizing the City Manager to Execute a Cooperative Agreement with the California Department of Transportation for the Rancho Cordova Parkway Interchange Project.
Recommendation: Adopt Resolution No. 96-2007
Result of Recommended Action: The executed Project Approval and Environmental Document (PA&ED) Cooperative Agreement will allow to the City to continue to work with Caltrans in developing the preliminary design of the Rancho Cordova Parkway Interchange.

The PA&ED Cooperative Agreement is also required in order to circulate the Draft Environmental Impact Report for public review, currently scheduled for November 2007.

Staff Report: Cyrus Abhar, Public Works Department

13. **Subject:** Resolution Approving the Second Amendment between EDAW, Inc. and the City of Rancho Cordova, for the Suncreek Specific Plan Environmental Impact Report / Environmental Impact Statement in the Amount of \$71,880.
Recommendation: Adopt Resolution No. 90-2007.
Result of Recommended Action: The changes to the Scope of Work and Cost Estimate provided are necessary in order to reflect changes in the additional cost for the completion of the Environmental Impact Report / Environmental Impact Statement.
Staff Report: William Campbell, Planning Department
14. **Subject:** Resolution Approving the Third Amendment between EDAW, Inc. and the City of Rancho Cordova, for the Preparation of an Environmental Impact Report and Environmental Impact Statement for the Rio del Oro Project in the Amount of \$250,893.
Recommendation: Adopt Resolution No. 92-2007.
Result of Recommended Action: The changes to the Scope of Work and Cost Estimate provided are necessary in order to reflect changes in the additional cost for the completion of the Environmental Impact Report / Environmental Impact Statement.
Staff Report: Paul Junker, Planning Department
15. **Subject:** Resolution Approving the Second Amendment Between McKenny Krug, Inc., and the City of Rancho Cordova for Consulting Services in the Amount of \$70,000.00 for Additional Building Plan Review and Inspection Services Support for the Building and Safety Department.
Recommendation: Adopt Resolution No. 93-2007.
Result of Recommended Action: Award of this contract amendment will increase contract amount from \$80,000.00 to \$150,000.00.
Staff Report: Tom Trimberger, Building and Safety Department
16. **Subject:** Resolution Terminating the California Public Entity Insurance Authority Joint Powers Agreement.
Recommendation: Adopt Resolution No. 94-2007.
Result of Recommended Action: This administrative action will terminate the former Joint Powers Authority of which the City was a member. This in no way affects our insurance coverage.
Staff Report: Sandy Salerno, Special Projects
17. **Subject:** Resolution for Sunridge Park Community Facilities District (CFD) No. 2004-1 Series 2007 Bonds.
Recommendation: Adopt Resolution No. 84-2007.
Result of Recommended Action: Bonds proceeds will be used to reimburse developer for infrastructure improvements required by the Sunridge Park project.
Staff Report: Joe Chinn and Sandy Salerno, City Manager's Department
18. **Subject:** Quarterly Treasurer's Report.
Recommendation: Receive and file report.
Result of Recommended Action: This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.
Staff Report: Donna Silva, Finance Department

CONSENT PUBLIC HEARING ITEMS

None

PUBLIC HEARING ITEM

19. **Subject:** Resolution Approving Design Review of the Target Store - Project No. 07-288, Located at 10881 Olson Drive, east of Zinfandel Drive.

Recommendation: Adopt Resolution No. 91-2007.

Result of Recommended Action: The approval will allow the applicant to commence the re-construction of the Target store within their required time frames. The project will enhance the existing shopping center and promote improvements and reinvestment within the surrounding shopping center, creating economic development and increased sales tax for the City.

Staff Report: William Campbell, Planning Department

Vice Mayor Budge opened the public hearing on Item #19.

The following individuals addressed the Council:

- Mike Barnbaumb in support of the item.

Vice Mayor Budge closed the public hearing on Item #19.

ACTION: Motion by Cooley second by McGarvey and carried by a 4:0 roll call vote (Mayor Sander absent), Council adopted Resolution No. 91-2007.

REGULAR CALENDAR ITEMS

None

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Skoglund requested staff follow-up with Sacramento County Health Officer to see if we can have a 2007 Immunization in Rancho Cordova.

Council Member Skoglund requested future Study Session item on mobile home parks and number of challenging issues on affordability, health conditions, etc.

Vice Mayor Budge requested formal action of the dissolution of the Sister Cities Committee.

Vice Mayor Budge requested support of League of California Cities resolutions be placed on the September 4th Council agenda so that voting delegates can vote reflecting Council's direction.

COUNCIL REPORTS

Council Members reported on various events and activities since last meeting.

ASSISTANT CITY MANAGER'S REPORT

Assistant City Manager Joe Chinn reported on City's bonds sale at good rate considering the current market conditions.

ADJOURN TO CLOSED SESSION

Vice Mayor Budge adjourned to Closed Session at 7:50 p.m., and asked for a moment of silence in honor of Douglas Scott Russell, CHP Officer who was the victim of vehicular murder by a chased suspect on Tuesday, July 30, 2007 on Hwy 50.

Council Met in Closed Session for the Following Purpose:

20. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9
(a) – (one case) – Name of case: *California Native Plant Society v. City of Rancho Cordova et al*; Case No. 06CS01311.
21. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9
(a) – (one case) – Name of case: US District Court, Northern District of California, *California Native Plant Society v. U.S. Environmental Protection Agency*; Case No. C06-03604MJT.

Present: Council Members Cooley, McGarvey, Skoglund, Vice Mayor Budge, Assistant City Manager Joe Chinn, City Attorney Adam Lindgren, Planning Director Paul Junker, Public Works Director Cyrus Abhar, and Special Projects Manager Sandy Salerno.

OPEN SESSION – REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported there was no reportable action.

ADJOURNMENT

Vice Mayor Budge adjourned the meeting at 8:25 p.m.

Anna Olea-Moger, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 19-2007

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE ED
FUND OFFICE BUILDINGS SUBJECT TO VOTER CONFIRMATION**

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it has become clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 5 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 5.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 5 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 5 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-related Services Special Tax to property owners in Zone 5 is appropriate and consistent with the principles and requirements of California Constitution article XIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 5 nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 5" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 5, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 5.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2007 through June 30, 2008) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on **Exhibit C** hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in **Exhibit C** shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 5 for the then current fiscal year, as set forth below.

For each Property Use Category on **Exhibit C**, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and
2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to

affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 5 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on October 15, 2007 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2008.

ADOPTED, THIS 4th day of September, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

EXHIBIT A

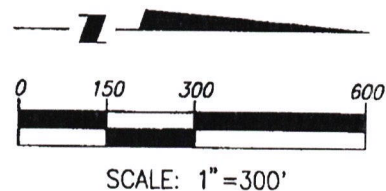
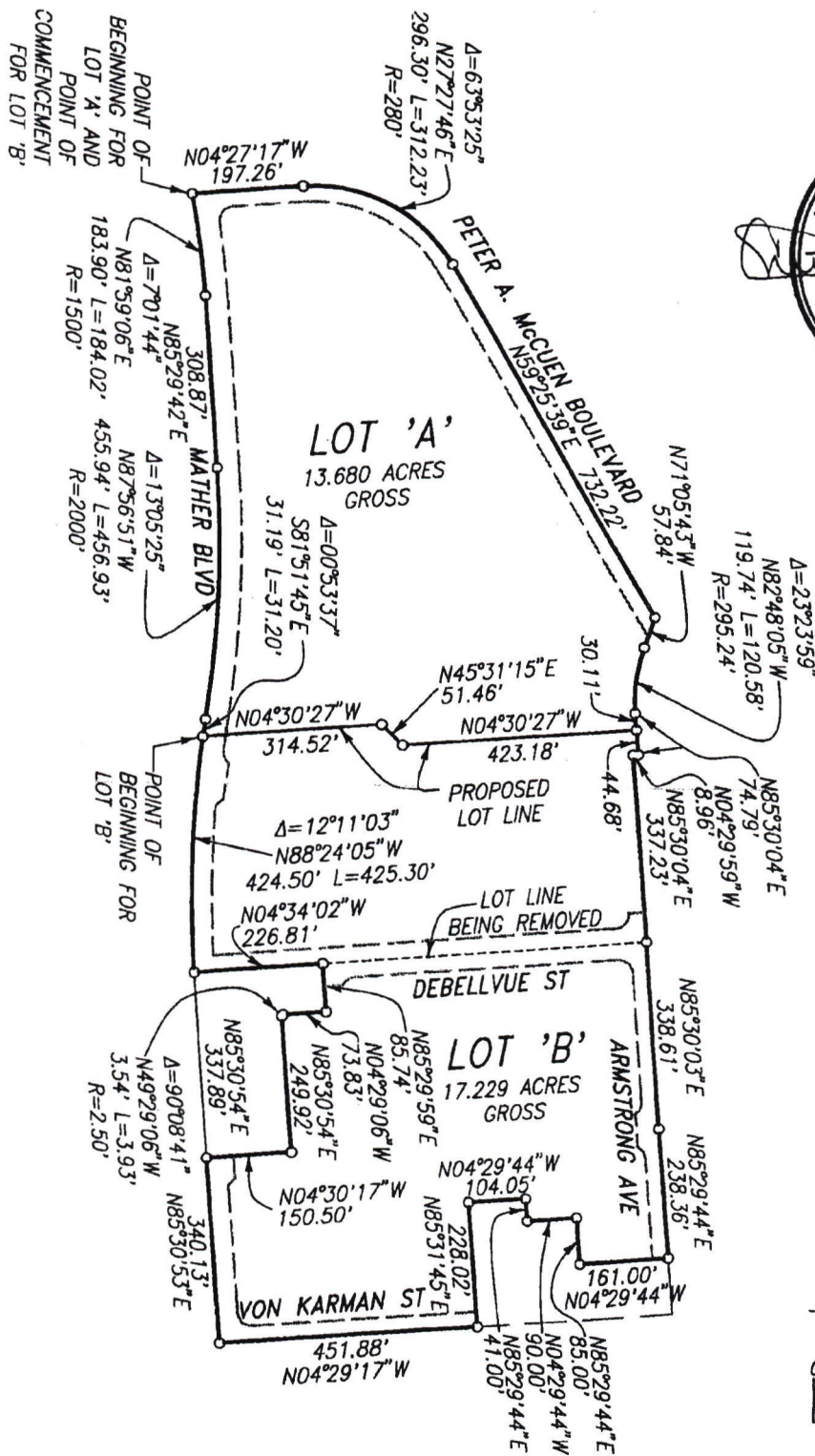
DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

Lot 'A'

A portion of "RANCHO RIO DE LOS AMERICANOS" as shown on that map filed in Book 1 of Maps, Page 2 of the Official Records of Sacramento County, California, also being a portion of the former Mather Air Force Base, described as follows:

BEGINNING at a Sacramento County Department of Public Works brass disk located at the intersection of the centerlines of Peter A. McCuen Boulevard (formerly known as Lower Placerville Road) and Mather Boulevard; thence along the centerline of Mather Boulevard on the arc of a curve concave to the South having a radius of 1500 feet and a chord of North 81°59'06" East, 183.90 feet to a Sacramento County Department of Public Works brass disk; thence along the centerline of Mather Boulevard North 85°29'42" East 308.87 feet to a Sacramento County Department of Public Works brass disk; thence along the centerline of Mather Boulevard on the arc of a curve concave to the South having a radius of 2000 feet and a chord of South 87°56'51" East, 455.94 feet to a Sacramento County Department of Public Works brass disk in a monument well; thence along the centerline of Mather Boulevard on the arc of a curve concave to the North having a radius of 2000 feet and a chord of South 81°51'45" East 31.19 feet; thence North 04°30'27" West 314.52 feet; thence North 45°31'15" East 51.46 feet; thence North 04°30'27" West 423.18 feet to a point on the centerline of Armstrong Avenue; thence along the centerline of Armstrong Avenue, South 85°30'04" West 30.11 feet; thence along the centerline of Armstrong Avenue on a curve concave to the North having a radius of 295.24 feet and a chord of North 82°48'05" West, 119.74 feet; thence along the center line of Armstrong Avenue, North 71°05'43" West, 57.84 feet to the intersection of the centerline of Peter A. McCuen Boulevard; thence along the centerline of Peter A. McCuen Boulevard, South 59°25'39" West, 732.22 feet to a nail with a Sacramento County washer; thence along the centerline of Peter A. McCuen Boulevard on the arc of a curve concave to the southeast, having a radius of 280 feet and a chord of South 27°27'46" West, 296.30 feet to a nail with a Sacramento County washer; thence along the centerline of Peter A. McCuen Boulevard, South 04°27'17" East, 197.26 feet to the **POINT OF BEGINNING**.



CALC: CR
DRN: DW
CKD: CR
APRVD: CR

EXHIBIT MAP FOR BOUNDARY LINE ADJUSTMENT
ED FUND
CITY OF RANCHO CORDOVA, CALIFORNIA
MSA ENGINEERING, INC.
ROSEVILLE, CALIFORNIA

DATE: 5.30.2007
SCALE: 1"=300'
FB: N/A
WO: 06-054

EXHIBIT C

Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2007/2008 for Residential Land Use Categories shall be \$84.20 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$67.34 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, \$50.51 per high density residential dwelling unit or high density residential dwelling unit equivalent, (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, The amount of Tax per Parcel for fiscal year 2007/2008 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$2,158.33 per retail and service commercial acre, and \$1,855.33 per commercial mixed use or office commercial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM



DATE: September 4, 2007
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: APPROVAL OF PARCEL MAP TITLED SUBDIVISION NO. 04-087

RECOMMENDATION

Submitted herewith for approval is the parcel map Titled Subdivision No. 04-087 located on the northwest corner of Gold Flake Court and Security Park Drive in the Security Park Complex.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the recording of the final parcel map creating six (6) M-2 (industrial) zoned parcels from three (3) existing parcels.

BACKGROUND

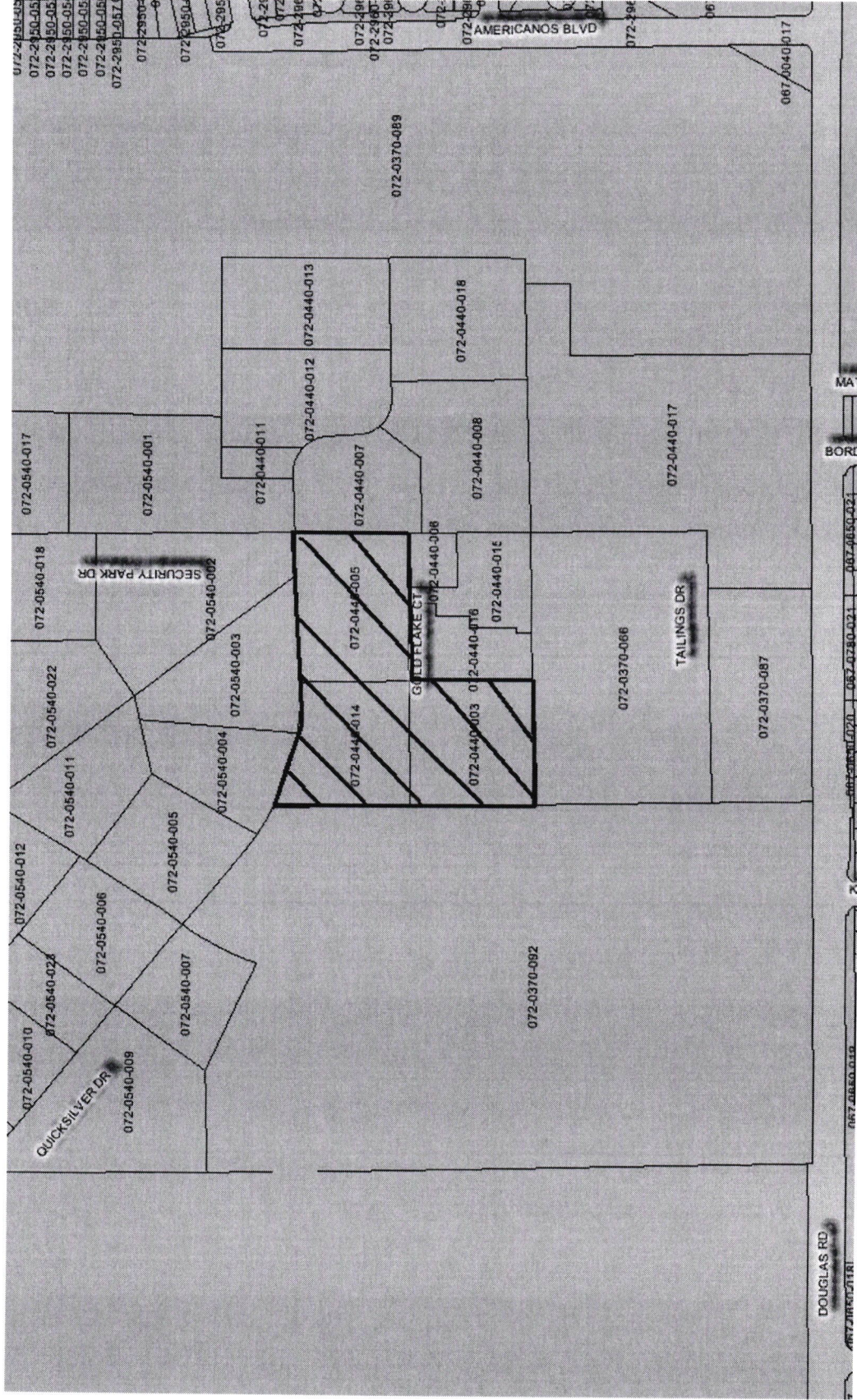
The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The City Planning Commission approved the Tentative Map on January 27, 2005. A vicinity map (**Attachment 1**) and copy of the final map (**Attachment 2**) are included with this letter.

ATTACHMENTS

1. Vicinity Map
2. 8 ½ X 11 Copy Of Final Map

PARCEL MAP
SUBDIVISION NO. 04-087

VICINITY MAP



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDEMENT OF THIS PARCEL MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO SPEEDY PURPOSES THE FOLLOWING:

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTRIC, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THEREON, TOGETHER WITH ANY AND ALL STRIPS OF LAND 12.5 FEET IN WIDTH LYING CONTIGUOUS TO AND ACROSS STRIPS OF LAND EASEMENTS HEREON AND LABELED "PUBLIC UTILITY EASEMENT".

DATED _____ LOUIS E. JONES III

DATED _____ REBECCA S. JONES

DATED _____ M & M DEVELOPMENT, A CALIFORNIA
GENERAL PARTNERSHIP
DARIN D. MOORE, GENERAL PARTNER

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

PERSONALLY KNOW TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

PERSONALLY KNOW TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

PERSONALLY KNOW TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

TRUSTEE'S STATEMENT

IN ACCORDANCE WITH SECTION 66436 AND 66445 OF THE SUBDIVISION MAP ACT, THE STATE OF CALIFORNIA, CHICAGO TITLE COMPANY AS TRUSTEE UNDER THE DEED DATED 12/21/2007, CHICAGO TITLE COMPANY BOOK 20060307 PAGE 1755, SACRAMENTO COUNTY OFFICIAL RECORDS, HEREBY CONSENTS TO THE PREPARATION AND RECORDEMENT OF THIS PARCEL MAP.

CHICAGO TITLE COMPANY
TRUSTEE

OFFICER _____ TITLE _____ DATE _____

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

PERSONALLY KNOW TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE APPROVED TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED _____ CITY ENGINEER, CYRUS E. ABHAR, P.L.S. 7723

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY OF RANCHO CORDOVA HAS APPROVED THE SUBDIVISION MAP AND OFFER FOR DEDICATION OF THE PARCEL MAP AND ALL LAND, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON OFFERED FOR DEDICATION.

CITY CLERK OF THE CITY OF RANCHO CORDOVA _____ DATED: _____

SUBDIVISION NO. 04-087 PARCEL MAP

BEING A SUB-DIVISION OF PARCELS 3, 4 AND 5 AS SHOWN ON THE REVISED PARCEL MAP ENTITLED "A PORTION OF RECORD OF SURVEYS 12 R.S. 30 AND 18 R.S. 4 AND ALSO BEING... A PORTION OF RANCHO RIO DE LOS AMERICANOS," FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, MARCH 4, 1980, IN BOOK 55 OF PARCEL MAPS, PAGE 29.

APRIL 2007

IMPROVEMENT REQUIREMENTS

THE FOLLOWING PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RANCHO CORDOVA IMPROVEMENT STANDARDS WITHIN A REASONABLE TIME FOLLOWING APPROVAL OF THE PARCEL MAP AND PRIOR TO THE ISSUANCE OF ANY PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE HEREON-CREATED PARCELS:

STREETS: PRIVATE
STREET LIGHTS: NONE
SEWER: REQUIRED
DRAINAGE: REQUIRED
WATER/HYDRANTS: REQUIRED

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LOUIS E. JONES IN JANUARY, 2006. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY ACCURATELY REPRESENTS THE ACTUAL CONDITIONS OF THE LAND SHOWN ON THE MAP. IF ANY MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MICHAEL MAJORS, RCE 24880
EXPIRES: 12/31/2007
DATE _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2007, AT _____ M.
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____ AT THE REQUEST OF
MICHAEL J. MAJORS, TITLE TO THE LAND INCLUDED IN THIS PARCEL MAP
BEING VESTED AS PER CERTIFICATE NUMBER _____
ON FILE IN THIS OFFICE

RECORDER OF SACRAMENTO COUNTY
STATE OF CALIFORNIA

BY: DEPUTY _____

PARCEL MAP

BEING A SUB-DIVISION OF PARCELS 3, 4 AND 5 AS SHOWN ON THE REVISED PARCEL MAP ENTITLED "A PORTION OF RECORD OF SURVEYS 12 R.S. 30 AND 18 R.S. 4 AND ALSO BEING... A PORTION OF RANCHO RIO DE LOS AMERICANOS." FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, MARCH 4, 1980, IN BOOK 55 OF PARCEL MAPS, PAGE 29.

APRIL 2007



LEGEND

- DIMENSION POINT
 SET 3/4" IRON PIPE
 W/PLASTIC CAP TAGGED
 RCE 24880
 FOUND 3/4" REBAR CAP
 TAGGED LS 3185
 FOUND 3/4" IRON PIPE
 NO TAG

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PARCEL MAP WAS
TAKEN BETWEEN FOUND MONUMENTS GOLD FLAKE COURT
AS SHOWN ON BOOK 55 OF MAPS, PAGE 29-B, BEARING
BEING S 89°59'29" E

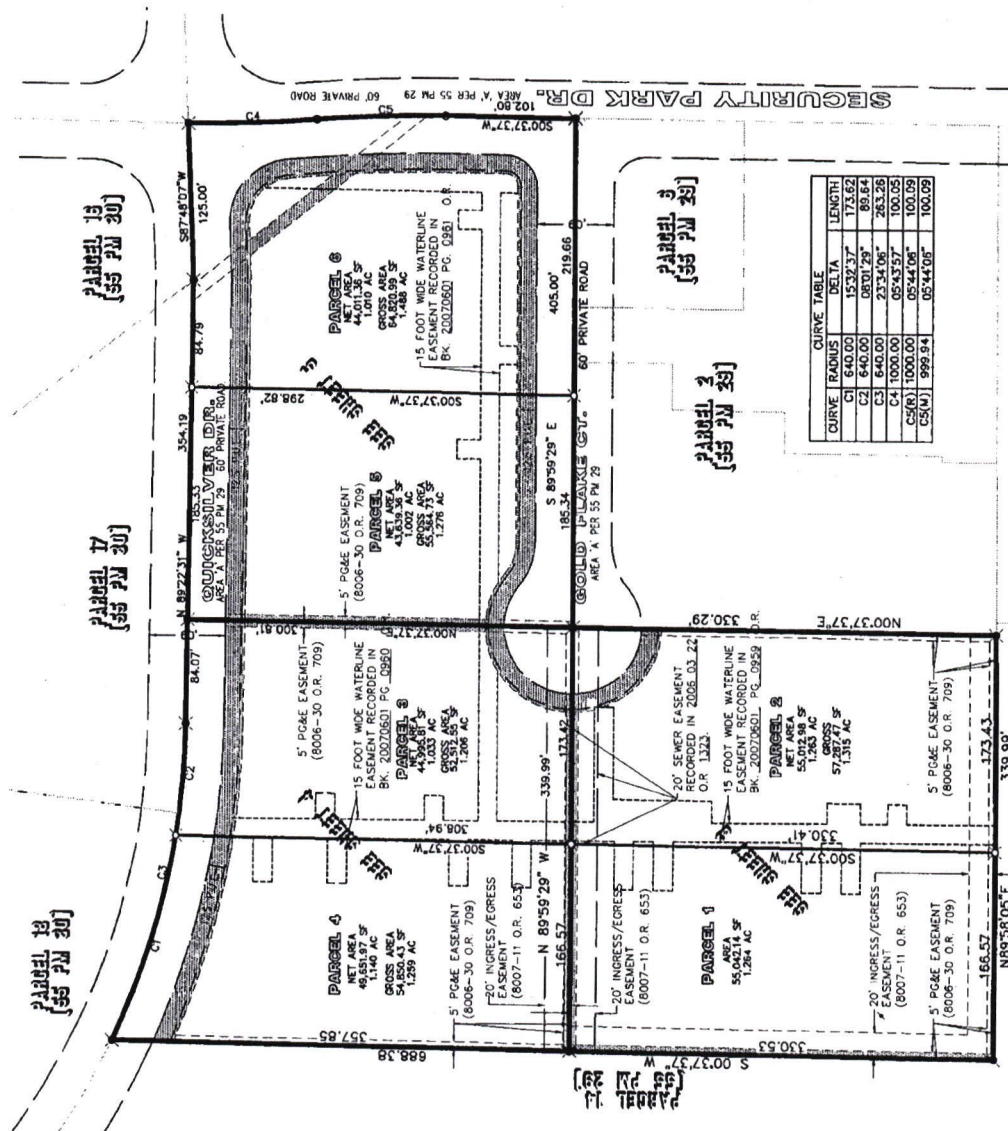
EASEMENT NOTE

AREA "A" (PER 55 PM 29) IS A 60' WIDE INDEPRESS EASEMENT FOR PRIVATE ROADWAYS. THERE IS A 15' WIDE STRIP OF LAND LYING OUTSIDE OF, PARALLEL WITH AND CONTIGUOUS TO SAID AREA "A" SERVES AS A P.U.E. FOR DOCUMENTS 8006-30 O.R. 709, 8007-07 O.R. 663 AND 8007-11 O.R. 660.

GENERAL NOTES

- A PRIVATE STREET MAINTENANCE AGREEMENT IS TO BE CONCURRENTLY ENTERED INTO UPON PURCHASE OF EACH PARCEL.
- PRIVATE UTILITY AND PRIVATE ROAD EASEMENTS FOR ACCESS TO EACH PARCEL ARE TO BE PROVIDED WITH THE SALE OF SAID PARCELS.

SHEET 2 OF 5



CURVE	RADIUS	DELTA	LENGTH
C1	640.00	15°32'37"	173.62
C2	640.00	08°01'29"	89.64
C3	640.00	23°34'06"	263.26
C4	1000.00	05°43'57"	100.05
C5/R1	1000.00	05°44'06"	100.09
C5/R1	999.94	05°44'06"	100.00

PARGEL 13
[55 PM 30]

PARGEL 17
[55 PM 30]

PARGEL 14
[55 PM 30]

PARGEL 4

NET AREA
49,651.97 SF
1.140 AC
GROSS AREA
54,850.43 SF
1.259 AC

PARGEL 3

NET AREA
44,995.81 SF
1.033 AC
GROSS AREA
52,512.55 SF
1.206 AC

PARGEL 5
SEE SHEET 5

PARGEL 2

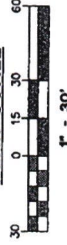
PARGEL 1 SEE SHEET 3

GOLD FLAKE CT.

WATERLINE EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	39.30	NORTH
L2	27.13	NORTH
L3	22.87	NORTH
L4	19.47	NORTH
L5	74.65	NORTH
L6	9.52	NORTH
L7	47.65	NORTH
L8	21.94	NORTH
L9	45.65	WEST
L10	45.10	WEST
L11	26.97	EAST
L12	43.97	WEST
L13	28.06	EAST
L14	43.51	WEST



PLAN SCALE



LEGEND

- DIMENSION POINT
- ✕ SET 3" IRON PIPE WITH PLASTIC CAP TAGGED RCE 24880
- ✕ FOUND 3" IRON PIPE CAP TAGGED L5 3185
- ✕ FOUND 3/4" IRON PIPE NO TAG

EASEMENT NOTE

AREA 'A' (P22 55 PM 30) IS A 60' WIDE IMPRESS/FOREST EASEMENT FOR PRIVATE ROADWAYS THERE IS A 15' WIDE STRIP OF LAND LYING OUTSIDE OF PARALLEL WITH AND CONTIGUOUS TO SAID AREA 'A' SERVES AS A P.U.E. FOR DOCUMENTS 8006-30 O.R. 709, 8007-07 O.R. 683 AND 8007-11 O.R. 680.

**SUBDIVISION NO. 04-087
PARCEL MAP**

BEING A SUB-DIVISION OF PARCELS 3, 4 AND 5 AS SHOWN ON THE REVISED PARCEL MAP ENTITLED "A PORTION OF RECORD OF SURVEYS 12 R.S. 30 AND 18 R.S. 4 AND ALSO BEING... A PORTION OF RANCHO RIO DE LOS AMERICANOS," FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, MARCH 4, 1980, IN BOOK 55 OF PARCEL MAPS, PAGE 29.

APRIL 2007

PARCEL 17
[55 PM 30]

PARCEL 16
[55 PM 30]



PLAN SCALE
1" = 30'

CURVE	RADIUS	DELTA	LENGTH
C7	10.00	0°16'41"	22.98
C8	35.00	38°45'27"	37.20
C9	54.00	38°06'16"	44.44
C10	69.00	30°41'25"	54.44
C11	35.00	35°56'55"	21.31
C12	1045.00	1°18'41"	21.31
C13	955.00	5°44'07"	95.59
C14	10.00	89°22'31"	15.60

LEGEND

- DIMENSION POINT
- ✕ SET 3/4" IRON PIPE
- ✕ W/PLASTIC CAP TAGGED
- ✕ RCE 24880
- ✕ FOUND 3/4" IRON PIPE
- ✕ FOUND 3/4" IRON PIPE
- ✕ NO TAG
- (C) CALCULATED
- (R) RECORD PER 55 PM 29

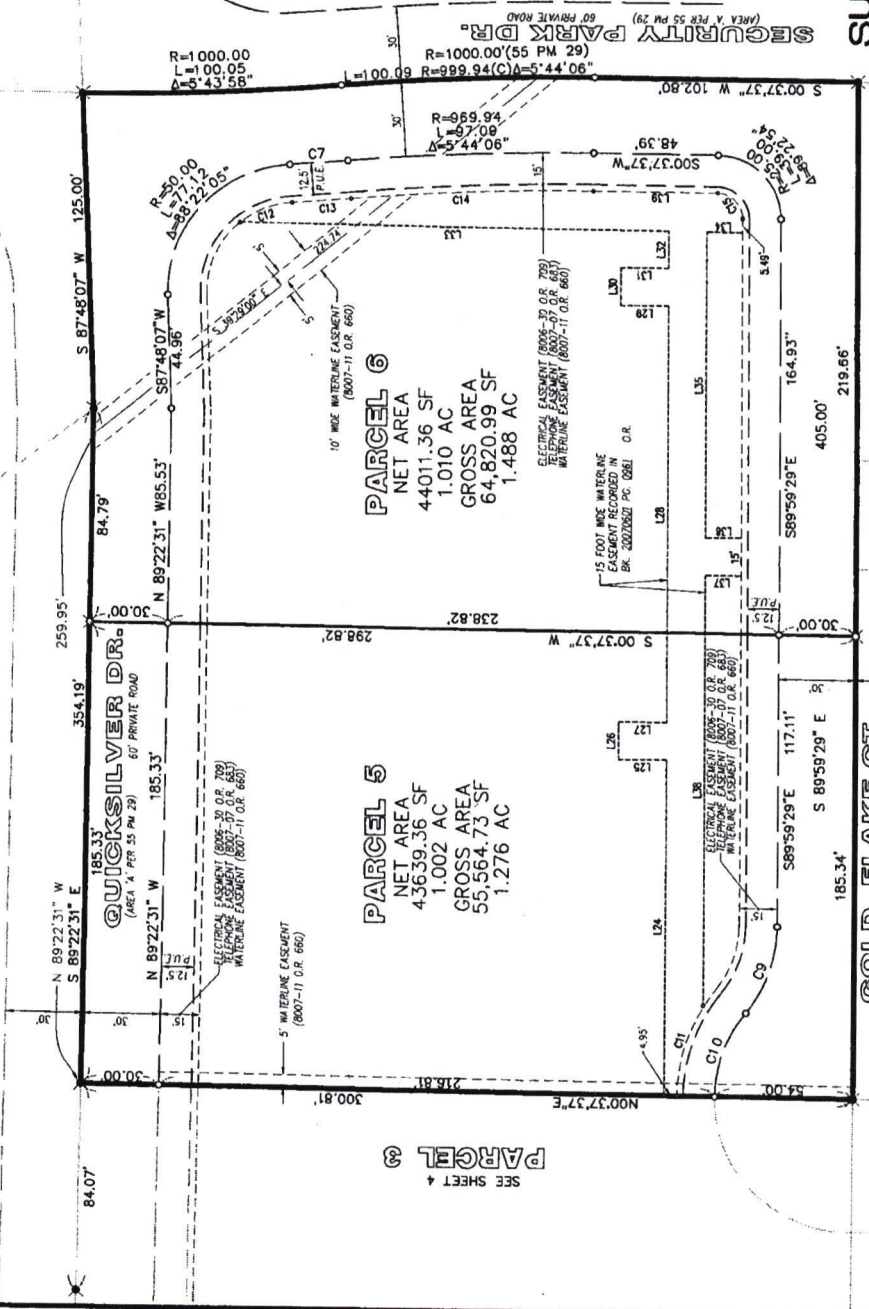
LINE	LENGTH	BEARING
L24	134.08	N90°00'00"E
L25	18.47	N00°00'31"E
L26	15.00	S89°59'29"E
L27	18.47	N00°00'31"E
L28	166.05	N00°00'00"E
L29	18.48	N00°00'31"E
L30	15.00	N89°59'29"W
L31	18.46	N00°00'31"E
L32	14.52	N90°00'00"E
L33	168.06	S00°42'38"W
L34	14.00	S00°42'38"W
L35	121.27	N00°00'00"E
L36	13.98	N00°00'00"E
L37	13.98	N00°00'00"E
L38	172.42	N00°00'00"E
L39	48.39	S00°00'00"E

EASEMENT NOTE

AREA 'A' (PER 55 PM 29) IS A 60' WIDE IMPRESS/EXPRESS EASEMENT FOR PRIVATE ROADWAYS. THERE IS A 15' WIDE STRIP OF LAND LYING OUTSIDE OF PARALLEL WITH AND CONTIGUOUS TO SAID AREA 'A' STRIP AS A P.U.E. FOR DOCUMENTS 8006-30 O.R. 709, 8007-07 O.R. 683 AND 8007-11 O.R. 680.

APRIL 2007
SUBDIVISION NO. 04-087
PARCEL MAP

BEING A SUB-DIVISION OF PARCELS 3, 4 AND 5 AS SHOWN ON THE REVISED PARCEL MAP ENTITLED "A PORTION OF RECORD OF SURVEYS 12 R.S. 30 AND 18 R.S. 4 AND ALSO BEING... A PORTION OF RANCHO RIO DE LOS AMERICANOS" FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, MARCH 4, 1980, IN BOOK 55 OF PARCEL MAPS, PAGE 29.



PARCEL 5
[55 PM 30]

PARCEL 4
[55 PM 30]

PARCEL 3
[55 PM 30]

MEMORANDUM



DATE: September 4, 2007
TO: Honorable Mayor and Council Members
FROM: Alexandra Miller, City Manager's Office
SUBJECT: DISSOLVING THE RANCHO CORDOVA SISTER CITIES COMMITTEE

RECOMMENDATION

Officially dissolve the City of Rancho Cordova's Sister Cities Committee.

RESULT OF RECOMMENDED ACTION

The Sister Cities Committee, which has recently incorporated under the State of California and has completed its bylaws, will no longer be an entity of the City, but an independent, non-profit organization with the purpose of educating and benefiting the public by providing exposure to and a relationship with cities in different countries. The Sister Cities Committee will now be known as the Rancho Cordova Sister Cities Council, Inc.

BACKGROUND

In 2006, the City Council approved the development of a Sister Cities Program and directed staff to conduct outreach to the community and assist in the formation of a citizens committee with the goal of establishing ties to at least one Sister City by December 31, 2006. A Community Conference for Citizen Diplomacy was held as an effective tool for determining citizen interest and level of commitment to a Sister City Program. Many who attended this conference volunteered to serve for a year on the first steering committee to create a 501(c)(3) non-profit organization, research and make a recommendation on the choice for the first Sister City relationship, and begin to build membership.

The City Council approved the formation of the Rancho Cordova Sister Cities Committee, comprised of a Council-appointed subcommittee of two Council members and eight residents who performed over a yearlong commitment to establish a Sister City relationship for Rancho Cordova. The original intent was for this committee to establish itself as an independent, non-profit organization. The Committee has been successful in meeting this goal: it filed for incorporation in December 2006 as the Rancho Cordova Sister Cities Council, Incorporated, completed its first bylaws and elected its first Board of Directors in August 2007, and is currently in the process of becoming a tax-exempt 501(c)(3) organization.

At its August 6, 2007 meeting, the City Council received an update from the Sister Cities Council about its progress, and determined that the Council should take official action to dissolve the committee at a future Council meeting. The Rancho Cordova Sister Cities Council is currently exploring relationships in various countries, including Costa Rica, Germany, and Belgium. The Council is governed by a Board of Directors and acknowledges involvement from the City of Rancho Cordova through an honorary, nonvoting seat on the governing Board for a City staff liaison.

MEMORANDUM



DATE: September 4, 2007

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager
Curt Haven, Director of Economic Development

SUBJECT: RESOLUTIONS AUTHORIZING THE CITY TO JOIN THE CALIFORNIA COMMUNITIES DEVELOPMENT AUTHORITY AND PARTICIPATE IN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

RECOMMENDATION

1. Adopt Resolution No. 102-2007 authorizing the City to join the California Statewide Communities Development Authority.
2. Adopt Resolution No. 103-2007 authorizing the City to participate in the Statewide Community Infrastructure Program.

RESULT OF RECOMMENDED ACTION

By joining the Statewide Communities Development Authority (CSCDA) and participating in the Statewide Community Infrastructure Program (SCIP), the City will have a formalized economic development incentive that allows developers to finance the costs of transportation development impact fees. The City would authorize use of SCIP to fund transportation development impact fees for non-residential projects throughout the City and residential projects in the Redevelopment Project Area.

BACKGROUND

The California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and California State Association of Counties. The member agencies of CSCDA include approximately 325 cities and 58 counties throughout California.

The Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow property owners in participating cities and counties to finance development impact fees that would be payable to property owners upon receiving development entitlements or building permits. If a property owner chooses to participate, the development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will impose a special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property. The property owner will either pay the impact fees at the time of permit issuance and will be reimbursed from the SCIP bond proceeds when the SCIP bonds

are issued, or the fees will be paid to the City from the proceeds of SCIP bonds. As a result of this program, the City is never at risk for the receipt of impact fees.

SCIP benefits

To the property owner:

- Only property owners who choose to participate in the program will have assessments imposed on their property.
- Instead of paying cash for impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- Property owners can choose to pay off the assessments at any time.
- Owners of small projects can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or communities facilities district had access to tax-exempt financing.

To the City organization:

- As in conventional assessment financing, the City is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. Through SCIP, the City can provide tax-exempt financing to property owners while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps the City cushion the effect of rising impact fees on property owners.
- As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used by the City to encourage a developer to pay impact fees up front.

The City would authorize use of SCIP to fund transportation development impact fees for non-residential projects throughout the City and residential projects in the Redevelopment Project Area. The minimum amount of transportation development impact fees to be funded for any project using the SCIP program is \$50,000.

Resolution 103-2007, attached hereto as Attachment 2, authorizes the CSCDA to accept applications from property owners within the City's jurisdiction to apply for tax-exempt financing of impact fees through SCIP. It also authorizes CSCDA to form an assessment district covering the jurisdiction of the City of Rancho Cordova, conduct assessment proceedings, and levy assessments against the property of participating owners. Finally, it authorizes miscellaneous related actions and makes certain findings

and determinations required by law. Attached to the Resolution 103-2007 is a template for the CSCDA Resolution of Intention. The template is for informational purposes and does not require action by the City Council.

In order to participate in SCIP, the City must first join the CSCDA. If Resolution 102-2007, authorizing the City to join the CSCDA is not adopted, the City Council may not adopt Resolution 103-2007 authorizing the City to participate in SCIP.

FINANCIAL IMPLICATIONS

There is no General Fund implication from this action.

MOTION

"I move that the City Council adopt Resolutions 102-2007 and 103-2007 authorizing the City to join the California Statewide Communities Development Authority and participate in the Statewide Community Infrastructure Program."

ATTACHMENT(S)

1. Resolution No. 102-2007
2. Resolution No. 103-2007

RESOLUTION NO. 102-2007

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A JOINT EXERCISE OF POWERS
AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY**

WHEREAS, the City is interested in participating in the economic development financing programs (the "Programs") in conjunction with the members of the California Statewide Communities Development Authority (the "CSCDA"); and

WHEREAS, each of the members is a "public agency" as defined in Section 6500 of the California Government Code; and

WHEREAS, in order to become a member of the CSCDA the City must execute the Joint Exercise of Powers Agreement ("Agreement") attached hereto as Attachment A; and

WHEREAS, the City is interested in participating in the Programs and desires that certain projects that will be located within the City be financed pursuant to the Programs; and

WHEREAS, it is in the public interest and for the public benefit that the City becomes a member of the CSCDA and participate in the Programs.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA as follows:

- A. The City wishes to become a member of the California Statewide Communities Development Authority; and
- B. The City Manager, or his designee, is authorized to execute the Joint Powers Agreement in substantially the form set forth in Attachment A; and
- C. The City Manager, or his designee, is authorized to execute such other agreements, documents and certificates, and to perform such other acts and deeds as may be necessary or convenient to implement the purposes of this Resolution and the transactions herein authorized.

PASSED AND ADOPTED by the City Council on the 4th day of September, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

ATTACHMENT A

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

CITY OF RANCHO CORDOVA

RESOLUTION NO. 103-2007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
JOINING THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM (SCIP) AND
AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS,
CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESMENTS
WITHIN THE TERRITORY OF THE CITY OF RANCHO CORDOVA AND
AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California; and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by, or on behalf of, property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees levied on such properties and improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City; and

WHEREAS, a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, is approved as to form for use with respect to any improvements to be constructed and installed by a Participating Developer, and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Cordova as follows:

Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved and the City Manager is authorized to execute a completed Acquisition Agreement in substantially said form and pertaining to the improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install improvements and to inform such owners of their option to participate in SCIP; provided that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the

City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents. These documents shall include, but not be limited to, documents required by Bond Counsel in connection with the participation in SCIP of any district, authority or other third-party entity entitled to own improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City; documents which are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers; and documents to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED by the City Council on the ____th day of _____, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

EXHIBIT A

FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Improvement Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the "Improvements"), all of which are of benefit to the proposed Assessment District No. _____ (City of Rancho Cordova, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. _____ (City of Rancho Cordova, California)," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Assessment District No. _____ (City of Rancho Cordova, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.

2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIII D of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of _____ within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Improvement Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Improvement Fees.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after completion of the improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

EXHIBIT B

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN
CITY OF RANCHO CORDOVA
AND
[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

- A. The parties to this Acquisition Agreement (the "Agreement") are the CITY OF RANCHO CORDOVA, (the "Local Agency"), and [DEVELOPER], a [here indicate type of legal entity] (the "Developer").
- B. The effective date of this Agreement is _____, 20__.
- C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and capital facilities fees through the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.
- D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".
- E. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which description is subject to modification by written amendment of this Agreement, subject to the approval of the Authority.
- F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.
- H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Improvements” shall have the meaning assigned to such term in Recital E.

“Acquisition Price” means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

“Actual Cost” means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

“Actual Cost Certificate” shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of _____, 20__.

“Assessment District” means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

"Authority" means the California Statewide Communities Development Authority.

"Available Amount" means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

“Code” means the Streets and Highways Code of the State of California.

“Developer” means [Developer], a [here indicate type of legal entity].

“[Developer] Acquisition Account” means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Local Agency” means the City of Rancho Cordova.

"Local Agency Engineer" means the Director of Public Works of the Local Agency (the “Director”) or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

"SCIP" means the Statewide Community Infrastructure Program of the Authority.

"SCIP Requisition" means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

"SCIP Trust Agreement" means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

"SCIP Trustee" means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. Developer has applied for financing thorough SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the

Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements,. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvements, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvements, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvements, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for the Acquisition Improvements shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvements are all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable property taxes and installments for the special assessments of the Assessment District on property owned by the Developer or under option to the Developer.

(c) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

Director of Public Works
City of Rancho Cordova
[Address]

If to the Developer:

[Developer]
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF RANCHO CORDOVA

ATTEST:
City Clerk

By _____
Mayor

By _____

[DEVELOPER],
a [here indicate type of legal entity]

By _____
(Signature)

(Print Name)

EXHIBIT B-1

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

ACQUISITION IMPROVEMENTS

BUDGETED AMOUNTS

- 1.
- 2.
- 3.
- 4.

\$

EXHIBIT B-2

FORM OF SCIP REQUISITION

To: Bond Logistix LLC
SCIP Program Administrator
777 S. Figueroa St., Suite 3200
Los Angeles, California 90017
Attention: Daniel Chang
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF RANCHO CORDOVA hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]
Name of Developer: [Developer]
Withdrawal Amount: [Insert Acquisition Price]
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF RANCHO CORDOVA, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

CITY OF RANCHO CORDOVA

By : _____

Title: _____

EXHIBIT C

CITY OF RANCHO CORDOVA CONTACTS FOR SCIP

Primary Contact

Curt Haven, Director of Economic Development
City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
(916) 851-8781
chaven@cityofranhocordova.org

Secondary Contact

Joe Chinn, Assistant City Manager
City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
(916) 851-8802
jchinn@cityofranhocordova.org

MEMORANDUM



DATE: September 4, 2007
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: CROYDON WAY ACCESS

RECOMMENDATION

Provide direction to staff regarding the preferred alternative and direct staff to complete construction of improvements on Mather Field Road. Alternatives include:

- Opening left turn access into and out of Croydon Way.
- Leaving Croydon Way in the existing condition, restricting left turn access to and from Croydon Way.

RESULT OF RECOMMENDED ACTION

Opening Croydon Way access will re-establish left turn movements into and out of Croydon Way. The cost of re-design, construction and inspection is estimated at approximately \$140,000. It is anticipated that the additional work will add approximately four weeks to the construction schedule.

Leaving Croydon Way in the existing condition will restrict left turn access to and from Croydon Way. The additional median will allow for a greater amount of landscaping. The cost of remaining landscaping work is estimated at approximately \$10,000.

BACKGROUND

During the design process of the Folsom Boulevard and Mather Field Road Streetscape Project, the intersection of Croydon Way and Mather Field Road was identified as having a high accident rate. Data available from 2003 to 2006 indicates twenty accidents. Since an alternative access point is available roughly 330 feet to the north (Mills Station), it was decided to install landscaped median to restrict left turn access and conflicting left turn movements.

In April 2006 a letter was sent to 79 residences informing them of the proposed work (Attachment 1 and Attachment 2). At the time of the letter, no negative response was received and design proceeded.

In March 2007, left turn access into and out of Croydon Way was closed by median installation. After the median installation, several local residents voiced their concerns at the April 2, 2007 City Council meeting. To discuss the residents' concerns, three community meetings were held attended by ten to twenty residents along with a petition

signed by thirty-four residents. At the time of the meetings, residents voiced their concern with the blight along Mills Station Road and the inconvenience of reduced access to Croydon Way.

To address resident concerns, a three way stop has been installed at the Portsmouth/Mills Station intersection and a new U-turn has been installed from northbound Mather Field Road at the intersection with Mills Station Road. This allows residents to turn right from Croydon Way and proceed to the signal to make a U-turn to southbound Mather Field Road.

In addition, City Code Enforcement has committed to increase their presence in the neighborhood. To date the following action has been taken by City Code Enforcement:

Residential

- 2971 Portsmouth – A notice and order has been delivered to the bank to clean the property. The leaking fire hydrant has been fixed.
- All deteriorated fences and garbage piles have been given notices to repair.

Commercial

- 7-11 Mather/ Mills Station – The owner has been required to clean up the property.
- Check Cashing – Mills Station – The owner has been given 30 days to clean up the property and 60 days to repaint the building.
- Gas Station on Mather / Mills Station – The owner indicated that this station is being converted to a 76 Station. They will be cleaning up the property and re-landscaping.

FISCAL IMPACT

Opening Croydon Way access will re-establish left turn movements into and out of Croydon Way. The cost of re-design, construction and inspection is estimated at approximately \$140,000. It is anticipated that the additional work will add approximately four weeks to the construction schedule.

Leaving Croydon Way in the existing condition will restrict left turn access to and from Croydon Way. The additional median will allow for a greater amount of landscaping. The cost of remaining landscaping work is estimated at approximately \$10,000.

ATTACHMENTS

1. Copy of April 2006 letter to residents.
2. Diagram of residents addressed by April 2006 letter.



Robert McGarvey
Mayor

David Sander
Vice Mayor

Linda Budge
Council Member

Ken Cooley
Council Member

Dan Skoglund
Council Member

April 14, 2006

Dear City of Rancho Cordova resident,

As a resident who lives near Mather Field Road, you are receiving this important update regarding future construction.

The Folsom Boulevard and Mather Field Road Streetscape Master Plan project is a major planning effort currently underway in the City of Rancho Cordova. In collaboration with the local community, a draft Master Plan has been crafted for the 3.5-mile section of Folsom Boulevard from Rod Beaudry Drive to Sunrise Boulevard, and the 1.3-mile section of Mather Field Road from Folsom Boulevard to Peter A. McCuen Boulevard.

The goal of the Master Plan is to create an attractive, functional and safe "Main Street" identity that enhances pedestrian, bicycle and vehicular facilities for the residents and businesses of Rancho Cordova. It will take several years to implement the entire plan, but funds have been earmarked for near-term improvements in select areas of Mather Field Road and Folsom Boulevard. Construction of the first phase of improvements is anticipated to begin in fall of 2006.

Some of the near-term upgrades may impact your neighborhood. Specifically, new landscaped medians are proposed to be constructed on Mather Field Road from Highway 50 to Mills Station Road. As a result, left turn movements into and out of the northern intersection of Croydon Way at Mather Field Road will be closed. Right turns to and from northbound Mather Field Road will remain open, and u-turns will continue to be accessible at nearby Mills Station Road. It is anticipated that the proposed construction will increase the safety and overall appeal of the area, bringing the city closer to its vision of a "Main Street" locale that boasts economic vitality.

The City of Rancho Cordova will work to ensure the construction impact on your neighborhood is minimal, keeping the duration of construction to as short as possible and maintaining access to your area at all times. If you have any questions about this project, please contact me at (916) 851-8713. Thank you for your continued patience and support as we work to improve the City of Rancho Cordova.

Sincerely,

Albert A. Stricker, P.E.
City of Rancho Cordova
Public Works Department



MEMORANDUM



DATE: September 4, 2007
TO: Honorable Mayor and Council Members
FROM: Anna Olea-Moger, City Clerk *Am*
SUBJECT: SHERIFF'S OUTREACH COMMUNITY ADVISORY BOARD APPT.

RECOMMENDATION

Adopt Resolution No. 99-2007 designating 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

See attachments. Undersheriff George Anderson will be in attendance at the Council meeting to answer any questions posed by Council Members.

ATTACHMENTS

1. Resolution No. 99-2007 Approving Mayoral Appointment to the Sacramento County Sheriff's Outreach Community Advisory Board
2. Sheriff John McGinness' Letter & Board of Supervisors' Staff Report Outlining SACOB Background

RESOLUTION NO. 99-2007

**A RESOLUTION OF THE CITY COUNCIL 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 David Sander hereby appoints _____ as Rancho Cordova's representative to the Sacramento County Sheriff's Outreach Community Advisory Board effective this date;

BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council approves 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 on the 4th day of September, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, 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,	Dickinson, MacGlashan, Peters, Yee, Nottoli
NOES: Supervisors,	None
ABSENT: Supervisors,	None
ABSTAIN: Supervisors,	None

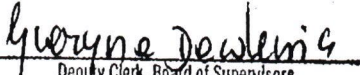

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)



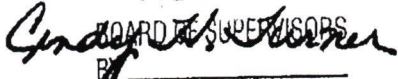

Clerk, Board of Supervisors

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 
Deputy Clerk, Board of Supervisors

FILED

JUL 24 2007


CLERK OF THE BOARD

SACRAMENTO COUNTY



SHERIFF'S DEPARTMENT

John P. McGinness
Sheriff

August 1, 2007

The Honorable Dr. David Sander
Mayor, City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Dear Mayor Sander:

The Sacramento County Board of Supervisors recently passed an ordinance, at my request, to establish the Sheriff's Outreach Community Advisory Board (SOCAB). The SOCAB will be comprised of five members appointed by the Sheriff, five members appointed by the Board of Supervisors and members appointed by the incorporated cities within Sacramento County who choose to participate by resolution. There is no cost to the cities that participate.

This ordinance codifies the guidelines for the SOCAB in Chapter 2.25 of the Sacramento County Code. It provides the necessary structure and consistency to the SOCAB as well as establishes criteria for the selection of members to include representation from each incorporated city within the county. It is anticipated that this ordinance will result in a more effective, higher profile, community based board that will be more accessible to members of the public. We are anticipating that the first meeting for the SOCAB will be in late September.

I am encouraging the City of Rancho Cordova to participate on the SOCAB by adopting a resolution and appointing a member. Enclosed you will find the executed material including the ordinance. A member of my staff will be contacting your city manager in the near future to discuss participation. Please feel free to contact me directly if you wish to discuss this further.

Thank you and we look forward to your participation.

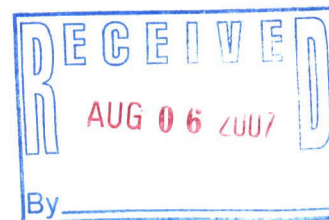
Very truly yours,

A handwritten signature in black ink, appearing to read "John McGinness".

JOHN MCGINNESS, SHERIFF

cc: Ted Gaebler, City Manager, City of Rancho Cordova

enclosure



COUNTY OF SACRAMENTO

CALIFORNIA

APPROVED

BOARD OF SUPERVISORS

Ordinance No. SCC-1360
JUL 24 2007

For the Agenda of:
July 17, 2007

To: Board of Supervisors

By Cindy H. Turner
Clerk of the Board

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M

From: Sheriff's Department

Subject: Ordinance Adding Chapter 2.25 To Title 2 Of The Sacramento County Code
Relating To The Sheriff's Outreach Community Advisory Board

Contact: Lieutenant Chuck Merkins, 874-5027

Overview

The mission of the Sheriff's Outreach Community Advisory Board (SOCAB) is to facilitate open and direct communication between the members of the community and the Sheriff's Department. The Board will work to improve the public understanding of law enforcement and local corrections and to suggest methods to improve community relations and service.

Recommendation

Introduce the attached Ordinance adding Chapter 2.25 to Title 2 of the Sacramento County Code relating to SOCAB, waive full reading and continue one week for adoption.

Measures/Evaluation

Not applicable

Fiscal Impact

Adoption of this Ordinance has no financial impact.

BACKGROUND

In January 1997, the Board approved a contract between the Sheriff's Department and United Scientific Management Consultants (USMC) to establish, implement and promote the Sheriff's Citizens Advisory Council.

On May 25, 1999, the Board approved an agreement with USMC to improve the community's perception of law enforcement and the operation of its jails by establishing two new councils, the County-only Community Advisory Board and the multi-jurisdictional Correctional Advisory Council, dissolving the original council. These councils replaced the Citizen's Advisory Council to provide forums for community participation, an integral part of the Sheriff's Department's community oriented policing philosophy and decentralization strategy.

The Sheriff's Community Advisory Board was later expanded to include representatives from the NAACP, Japanese American Citizen's League, Filipino-American Chamber of Commerce, Asian Business Consortium, Sacramento City Council, Citrus Heights City Council, Human Rights-Fair Housing Commission and others. The meetings include reports from the Sheriff, Internal Affairs, and current issues in the community directly affecting law enforcement. The

Community Advisory Board has been added to the Sheriff's Department website and a dedicated telephone line and post office box have been established to encourage communication between the community and this board. The Sheriff's Community Advisory Board has continued to meet and discuss issues through the administration of three Sheriff's.

DISCUSSION

It is the desire of the current Sheriff to continue this board with modifications in an endeavor to continue the mission. Sheriff McGinness, as part of his pledge to make the department transparent to the community, is asking the Board of Supervisors to formally establish the SOCAB by ordinance which will provide for open public meetings and the public appointment of its members. This ordinance codifies the guidelines for the SOCAB in Chapter 2.25 of the Sacramento County Code.

This ordinance will provide the necessary structure and consistency to the SOCAB as well as establish criteria for the selection of members to include representation from each incorporated city within the county. It is anticipated that this ordinance will result in a more effective, higher profile, community based board that will be more accessible to members of the public. The current members of the existing SOCAB fully support this ordinance

MEASURES/EVALUATION

Not applicable

FINANCIAL ANALYSIS

Adoption of this Ordinance has no financial impact.

Respectfully submitted,

APPROVED:

TERRY SCHUTTEN
County Executive

JOHN MCGINNESS, Sheriff
Sacramento County Sheriff's Department

By: _____
GEOFFREY B. DAVEY
Chief Financial/Operations Officer

Attachments: Ordinance

MEMORANDUM



DATE: September 4, 2007
TO: Honorable Mayor and Council Members
FROM: Anna Olea-Moger, City Clerk *AM*
SUBJECT: ANNUAL LEAGUE CONFERENCE RESOLUTIONS

RECOMMENDATION

Consider the following Resolutions referred to various Committees of the League for action at the Annual League of Cities Conference Business Meeting and provide voting direction to your Voting Delegate Mayor Sander and Alternate Council Member Cooley:

Resolution	Committee	Voting Direction
1. Resolution Relating to the Renewal of the League Grassroots Network Program	Administrative Services Policy Committee	Support/Oppose
2. Resolution Relating to Healthy Aging	Community Services Policy Committee	Support/Oppose
3. Resolution Relating to Applying 300 Foot Distance Separation for All New Residential Care Facilities	Housing, Community & Economic Development Policy Committee	Support/Oppose
4. Resolution Relating to the Implementation of AB 38 Establishing a New "Department of Emergency Services & Homeland Security"	Public Safety Policy Committee	Support/Oppose

RESULT OF RECOMMENDED ACTION

The Voting Delegate or Alternate will cast a vote on each one of the resolutions reflecting Council's voting direction.

BACKGROUND

The 2007 Annual League Conference is scheduled for September 5-8 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting scheduled for Saturday morning, September 8. At this meeting, the League membership considers and takes action on resolutions that establish League policy. Attached is a copy of the four Resolutions under consideration.

ATTACHMENT

2007 Annual Conference Resolutions

V
2007 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

**1. RESOLUTION RELATING TO THE RENEWAL OF THE LEAGUE
GRASSROOTS NETWORK PROGRAM**

Source: League Board of Directors
Referred to: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, until 2004 the cities of California were faced with continual actions by the legislature and the administration to take city revenues and use those revenues to counter deficits in the state general fund; and

WHEREAS, this repeated action by the legislature and the administration seriously threatened the ability of local government to deliver essential public services to local communities; and

WHEREAS, in 2001 the Board of Directors and membership of the League of California Cities took actions to strengthen the effectiveness of the League and to prevent the year-after-year erosion of local public services; and

WHEREAS, the membership of the League overwhelmingly supported the establishment of the League's Grassroots network program and the accompanying dues increase to hire and support 15 new, professional grassroots staff positions in the organization; and

WHEREAS, the Grassroots network program in the League has been a key factor in the League's efforts to secure passage of Proposition 1A in 2004 that placed an effective constitutional restraint against the state continuing to take local government revenues to help meet state fiscal problems; and

WHEREAS, the League grassroots network program has been effective in other statewide ballot measures battles including Proposition 42 in 2002, protecting transportation money for transportation purposes; and Proposition 46 in 2002, enacting a statewide bond measure for affordable housing; and the most recent defeat in 2006 of Proposition 90 that threatened to squander taxpayer money and negate local land use decision-making authority; and

WHEREAS, the League grassroots network program has proven to be an effective tool in support of the League's legislative program; and

WHEREAS, the League's grassroots network program is known as one of the preeminent grassroots programs in the country; and

WHEREAS, Article XVII, Section 3 (c) of the League bylaws provides that the membership of the League shall be asked to vote before December 31, 2007 on the continuation of the Grassroots program beyond December 31, 2008; and

WHEREAS, the League Board of Directors desires to hold this election at the Annual Business Meeting of the League scheduled to be held in on September 8, 2007 in conjunction with the 2007 Annual Conference in Sacramento; and

WHEREAS, the League Board of Directors respectfully urges each city to support continuation of the grassroots network program because of its proven effectiveness; and

WHEREAS, the extension of the grassroots network program will not cause a dues increase for cities since support for the program is now part of the base budget of the League of California Cities; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in Sacramento, September 8, 2007, that the Grassroots Network Program, first established by the member cities of the League of California Cities in 2001, be continued and operated in accordance with the bylaws of the League of California Cities.

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Background Information for Resolution #1

Source: League Board of Directors
Title: Resolution Relating to Renewal of League Grassroots Network Program

Background:

In 2001, the League membership voted to approve a new grassroots program for the League of California Cities. The program was designed to support the League's advocacy efforts by adding a new grassroots field staff. The membership dues increase approved in 2001 to support the grassroots program was used to hire 15 new professional positions around the state. This grassroots staff is directed to organize and strengthen the voice of city officials when advocating on behalf of city interests at the state capitol and in Washington DC. They are charged with media outreach in their regions, building coalitions with other organizations that have an interest in the public services provided by cities and ensuring that the messages delivered by city officials are on point and effective.

When the program was approved in 2001, there was a sunset provision built into the program. This sunset provision requires that a vote of the League membership be taken in 2007 in order to continue the League grassroots program. That vote has been scheduled at the 2007 League Annual Conference in Sacramento and this resolution is the vehicle to take that vote. If the membership approves this resolution, the grassroots program will continue. If the membership disapproves the program, the program will be terminated no later than the end of December, 2008.

Membership Surveys:

The League has engaged an independent research firm to conduct confidential surveys to test the League membership support for the program, as well as the support for the League's legislative and ballot measure activities. The most recent survey was taken in 2007. Randomly selected mayors, council

members and city managers were asked to complete the survey. Responses were received from 467 city officials, a strong 31% response rate. Some of the key findings were:

- City Officials are more involved with the League than they were in 2004
- Nine in ten members rate the job the League is doing as excellent or good.
- Email is the preferred communication vehicle for receiving information on grassroots action.
- Seven in 10 respondents are familiar with their regional representative.
- Compared to five years ago, (prior to the grassroots program) 84% of respondents feel that their efforts on pending legislation and state budget issues have become more effective.

Grassroots Activities:

In its relatively short existence, the League grassroots program has been a key element in the League's advocacy on behalf of California's cities. Grassroots activities include:

- **State Budget Deliberations.** The grassroots program played a significant role in preventing legislative efforts to prevent state takeaways of local government revenues during the 2002 state budget process.
- **Proposition 1A (2004).** The grassroots program was focused on building a strong coalition of supporting organization and community groups as well as media support for a measure to constitutionally protect city revenues from state takeaways.
- **Proposition 65 Signature Gathering.** The League grassroots staff coordinated a highly successful, volunteer signature gathering effort that qualified Proposition 65 for the 2004 general election ballot. This measure was used to leverage the passage of the measure by the legislature that ultimately became Proposition 1A.
- **Infrastructure Bonds.** The League grassroots program was also directed at both the legislative passage of the largest infrastructure bond packages ever passed in the nation, as well as the campaign to secure voter approval of Proposition 1A-E and Proposition 84.
- **No on Proposition 90 Campaign.** The League's grassroots program led the field operations in the campaign to defeat Proposition 90 on the November ballot. This measure was a destructive proposal designed to cripple local government land use authority.

Sponsorship:

This resolution is sponsored by the Board of Directors of the League of California Cities.

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RESOLUTION REFERRED TO COMMUNITY SERVICES POLICY COMMITTEE

2. RESOLUTION RELATING TO HEALTHY AGING

Source: Community Services Policy Committee
Referred to: Community Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, according to the Brookings Institute, the aging U.S. population will begin to mushroom when the leading edge of the large baby-boom generation -- born between 1946 and 1965 -- reaches the age of 65 in the year 2011; and

WHEREAS, any discussion of the changing senior population must also include the World War II generation, born between 1936 and 1945, whose members are currently entering the 65-and older category; and

WHEREAS, according the Brookings Institute, California and Florida have large existing senior populations, and will experience gains of more than 500,000 seniors during the 2000 to 2010 period; and

WHEREAS, the health of a community thrives when all of its residents, from youth to seniors are healthy and active; and

WHEREAS, in order to preserve the quality of life and health of seniors, cities need to be actively involved and have the necessary information and tools to assist with the changing senior population which includes the baby boomers and the World War II generation; and

WHEREAS, cities may address quality of life through existing programs that address issues such as "fall preventions" by implementing programs similar to the "Down with Falls Coalition of Orange County" and others which were created to conduct countywide fall prevention needs assessments and create 3-5 year strategic plans to address the issue; and

WHEREAS, cities may plan for universal housing to emphasize the importance of independent living designs that may include reinforced towel bars, ADA compliance and short distance transportation; and

WHEREAS, cities may be involved with programs to address active senior living including intergenerational programs such as mentoring that help to improve the quality of life for seniors and youth in a community; now, therefore be it

RESOLVED, by the General Assembly of the League of California Cities assembled in Annual Conference in Sacramento, September 8, 2007, that the League examine programs, infrastructure and funding for California cities addressing the aging population; and, be it further

RESOLVED, that the issue of planning for an aging population will be supported by the League through education and conference programming to share ideas and develop a dialogue with elected officials throughout the state.

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No Background Information Submitted for Resolution #2

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**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT
POLICY COMMITTEE**

**3. RESOLUTION RELATING TO APPLYING 300 FOOT DISTANCE SEPARATION
FOR ALL NEW RESIDENTIAL CARE FACILITIES**

Source: City of Los Angeles
Referred to: Housing, Community and Economic Development
Recommendation to General Resolutions Committee:

WHEREAS, the intent of existing federal and state law is to offer housing and care facility options for the elderly, mentally and physically handicapped persons, and others in need of care in residential surroundings. The proposed legislative amendments are not intended to place undue restrictions on residential care facilities with six or fewer people. However, the placement of an unlimited number of facilities within close proximity of one another could lead to an over concentration of residential care facilities and thereby significantly alter the very residential character that these homes are seeking; and

WHEREAS, in 2006 the League supported legislation such as Assembly Bills 3005, 3006, and 3007 (Emmerson) to provide more regulatory authority to cities regarding the location of alcohol and drug abuse recovery treatment facilities, and increase public awareness of the location of those public facilities, but these bills were not enacted, and it became apparent that State legislation would only be feasible in the area of the 300 foot distance separation for certain categories of residential care facilities; and

WHEREAS, there is a growing problem of more senior residential care facilities for six or fewer people being concentrated in neighborhoods in excessive amounts; and

WHEREAS, this problem has been aggravated by differing Health and Safety Code provisions (see chart attached, 1500, 1520.4, 1520.5, 1527, 1566, 1568, 1569 and 11834) for differing types of residential care facilities (alcohol or drug abuse recovery/treatment facilities; adult residential; group homes; and residential care facilities for the elderly) for six or fewer people, all of which are regulated by a number of State agencies, and all of which are preempted from local regulation per State and federal law; and

WHEREAS, there is no intent to stop the creation of housing and care facilities for six or fewer people, there is a strong need to apply one state law to all such residential care facility arrangements fairly and equitably, and this state law is the one establishing the over-concentration formula of not siting one such facility within 300 feet of another; while this distance threshold exists for some residential care facilities, it does not for all of them, and therein lies a powerful aggravation of the over-concentration situation; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in Sacramento, September 8, 2007, that the League support state legislation to require a 300 foot distance separation for all new residential care facilities.

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Background Information on Resolution #3

Source: City of Los Angeles, Councilmember José Huizar
Title: Resolution Relating to the 300-Foot Over-Concentration Criteria for Residential Care Facilities Serving Six or Fewer People

Background:

In the state of California, a residential care facility serving six or fewer people is considered a family use and is exempt from local land use jurisdiction. To prevent over-concentration, the State requires that certain types of residential care facilities serving six or fewer people be located at least 300 feet from another like facility.

However, existing over-concentration criteria do not apply to all types of residential care facilities serving six or fewer people, and do not cross over from category to category of facility (*see attached chart*). Therefore there are no checks in place on the *overall* concentration of different types of six-person residential care facilities in one area.

For example, currently, a senior care facility located at one end of a residential street could be joined by an adult residential care facility two doors down, with a group home next door to that, and so on, because over-concentration criteria do not currently apply to all types of residential care facilities, and what criteria do exist are not applied across the various residential care facility categories.

This proposal focuses on the fact that currently the 300-foot rule applies only to some types of residential care facilities, and that it should apply to any and all types of new residential care facilities serving six or fewer people which may desire to locate in close proximity to another.

As policy makers, we need to look at the big picture, considering not only the impact of one type of facility near another facility of the same type, but also the potential cumulative effect of a number of different types of 6-bed residential care facilities in one area. This is a statewide concern with which municipalities throughout the State of California are concerned and seek to address.

Care facilities have a place in residential neighborhoods in order to offer quality care in family-style environments. Unless we apply uniform and consistent over-concentration criteria for all types of residential care facilities for six or fewer people, we risk denigrating the very residential character these facilities seek to offer to those they serve.

By applying the existing 300-foot criteria uniformly and fairly across the board, we will preserve and protect the residential character that these facilities seek and which the State legislation encourages, while ensuring the intent of the law is matched by the implementation of it.

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

**4. RESOLUTION RELATING TO THE IMPLEMENTATION OF A.B. 38;
ESTABLISHING A NEW "DEPARTMENT OF EMERGENCY SERVICES
AND HOMELAND SECURITY"**

Source: Public Safety Policy Committee
Referred to: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, California emergency management and public safety professionals have for the past several years, expressed concerns over the redundant and conflicting roles and responsibilities of the Governor's Office of Emergency Services, and the Office of Homeland Security; and

WHEREAS, in May 2006 the League Board of Directors voted to support the Legislative Analyst Office's recommendation to establish the Office of Homeland Security (OHS) as a division within the Office of Emergency Services (OES); and

WHEREAS, in December 2006, Assembly Member Nava introduced A.B.-38, which consolidates the Office of Emergency Services (OES) and the Office of Homeland Security (OHS) into a new cabinet-level Department of Emergency Services and Homeland Security, responsible for overseeing and coordinating emergency preparedness, response, recovery, and homeland security activities; and

WHEREAS, the League of California Cities has joined with the California State Association of Counties, the Institute for Local Government, and the Center for Collaborative Policy-CSU Sacramento, in promulgating a Discussion Paper entitled "An Assessment of Collaborative Challenges and Possibilities for Emergency Services and Homeland Security at the Local Level," wherein cities and counties identify in detail the continuing confusion and conflicts created by the existence of OES and OHS in their current organizational configuration; and

WHEREAS, the Discussion Paper recommends convening diverse statewide discussion groups to address emergency management and homeland security issues across all jurisdictions and levels of government; and

WHEREAS, the Discussion Paper specifies the need for participation of elected officials, the Legislature, the Governor's staff, and key associations such as the League of California Cities, in these discussion groups; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in Sacramento, September 8, 2007; that the League provide appropriate representation in any and all blue ribbon committees, working groups, and other forums convened to ensure the effective implementation of A.B. 38; and, be it further

RESOLVED, that the League of California Cities send a letter to the Governor addressing in detail, the need for local government policy participation in this important endeavor.

////////

Background Information on Resolution #4

Source: Public Safety Policy Committee

Title: Resolution Relating to the Implementation of A.B. 38; Establishing a New "Department of Emergency Services and Homeland Security"



MAY 2nd, 2007

Subject: *Discussion Paper: An Assessment of Collaborative Challenges and Possibilities for Emergency Services and Homeland Security at the Local Level*

Dear Mr. Henry Renteria, Director, Governor's Office of Emergency Services:

We are pleased to submit to you an advance copy of our *Discussion Paper: An Assessment of Collaborative Challenges and Possibilities for Emergency Services and Homeland Security at the Local Level*. It was prepared by the Center for Collaborative Policy, California State University, Sacramento (CCP) in collaboration with the Institute for Local Government's Collaborative Governance Initiative (ILG). The California State Association of Counties (CSAC) and the League of California Cities (LCC) have recently joined in partnership with CCP and ILG to address the topics and findings outlined in the Discussion Paper. It reports the results of a focus group of expert participants involved with state and local emergency management and homeland security programs, with subsequent interviews completed in 2006. CCP and ILG facilitated this process. Drafts of the Discussion Paper were reviewed by all expert participants.

The purpose of this Discussion Paper is to help state and local governments better address the complexities of emergency services and homeland security through the use of the emerging and relevant tools of collaborative planning, management and problem solving, multi-stakeholder consensus building, and strategies for public involvement. While this assessment does not evaluate a specific program, it presents expert participants' insights on where public participation and collaborative techniques have potential to support the challenges faced by state and local emergency managers. The CCP/ILG paper also presents the recommendations drawn from these insights. The goal is to provide a basis for interested organizations to discuss how to respond to the identified challenges.

Because many of the items outlined in the Discussion Paper address intergovernmental coordination, we feel it is important that your agency be aware of its findings and take part in meaningful discussion of its recommendations.

Please take the opportunity to review the paper and its findings. Our organizations hope to meet with you to discuss the possibility of next steps for the paper's recommendations and to strategize how to move forward with its public release. A follow-up contact will be made in the near future to explore opportunities for a joint meeting. In the meantime, please feel free to contact Adam Sutkus, Senior Mediator & Project Manager at CCP: 916.323.8409.

Thank you for taking time to review the Discussion Paper. Our organizations look forward to beginning a conversation with you on ways we can work together to improve emergency services and homeland security at the local level.

Sincerely,

Lisa Beutler
Associate Director

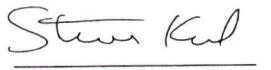
JoAnne Speers
Executive Director

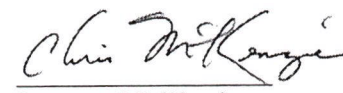
Steve Keil
Interim Executive Director

Chris McKenzie
Executive Director


Center for
Collaborative Policy


Institute for Local
Government


California State
Association of Counties


League of California
Cities

###

Additional Background Information on Resolution #4

Source: Public Safety Policy Committee

Title: Resolution Relating to the Implementation of A.B. 38; Establishing a New "Department of Emergency Services and Homeland Security"



1400 K Street, Suite 400 • Sacramento, California 95814

Phone: 916.658.8200 Fax: 916.658.8240

www.cacities.org

June 7, 2006

Governor Arnold Schwarzenegger
State Capitol
Sacramento, CA 95814

Re: Office of Emergency Services and Office of Homeland Security

Dear Governor Schwarzenegger:

I am writing to inform you of a recent action by the League of California Cities Board of Directors to support the Legislative Analyst Office's recommendation detailed in The Analysis of the 2006-07 State Budget Bill, to establish the Office of Homeland Security (OHS) as a division within the Office of Emergency Services (OES).

The League is aware that meetings have been held regarding this issue that may be part of a long -term discussion. Though we support the LAO recommendation, we realize that the challenge is to strike a balance between services offered by both OHS and OES to best serve the public. We also realize that there may be other ideas for moving forward on this in addition to what was recommended by the LAO.

The League's Board of Directors based their decision on the recommendation of the League's Public Safety Policy Committee, as well as discussions during the May 19, 2006 board meeting. Board members cited several reasons for their action, including:

- It is critical that cities have one point of contact to rely on in a disaster situation. Cities have experienced several incidences in which disaster response coordinated through OES has worked well, including flooding and fires.
- OES is better suited to subsume the preparedness and response activities associated with homeland security incidents or events, such as is currently done with other disaster response, because a proven system is already in place that local governments are familiar with and rely on.
- OHS and OES have overlapping activities and there is a need to work closely together. League members support the LAO's observations that describe the redundant and overlapping activities of both (OHS and OES) agencies.

Lastly, the League is aware that law enforcement organizations are engaged in discussions with the Governor's staff focusing on ways to better coordinate the dissemination and analysis of homeland security advisories statewide. The League recognizes that this is an important issue and supports continued discussions to address these concerns.

The League wishes to remain involved in matters pertaining to homeland security through its Public Safety Policy Committee, and would welcome the opportunity to participate and provide the "local government perspective" on this important endeavor.

If you have any questions, please do not hesitate to contact me (916-658-8275) or Liisa Lawson Stark (916-658-8249).

Sincerely,

Chris McKenzie
Executive Director

CC: Chairs and Members, Budget Conference Committee
Office of Emergency Services
Office of Homeland Security
California Police Chiefs Association
Senator Flores, Chair, Senate Governmental Organization Committee
Assembly Member Jerome Horton, Chair, Assembly Governmental Organization Committee

MEMORANDUM



DATE: September 4, 2007
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: FOURTH QUARTER FINANCIAL REPORT FY 2006-07

RECOMMENDATION

Receive and file report.

RESULT OF RECOMMENDED ACTION

Report will be received and filed.

BACKGROUND

This is the fourth quarter financial report for the 2006/07 Fiscal Year and will discuss the following topics:

- Cash balances, including interest earnings
- General Fund Revenue and Expense
- Report on the various other funds that include:
 - Special Revenues
 - Debt Service
 - Internal Service

ATTACHMENT

City of Rancho Cordova Financial Report for the Quarter and Year Ending June 30, 2007.

**CITY OF RANCHO CORDOVA
FINANCIAL REPORT
FOR THE QUARTER and YEAR ENDING JUNE 30, 2007**

This is the fourth quarter financial report for the 2006/07 Fiscal Year and will discuss the following topics:

- Cash balances, including interest earnings
- General Fund Revenue and Expense
- Report on the various other funds that include:
 - Special Revenues
 - Debt Service
 - Internal Service

CASH

At June 30, 2007, the City had the following cash that was available to operate the City on a day-to-day basis:

Investment	Amount
Local Agency Investment Fund (LAIF)	\$ 17,472,641
US Bank – checking	232,271
Wells Fargo – checking	5,628,420
MBIA	15,500,000
California Asset Management Program (CAMP)	24,998,952
	\$ 63,832,284

The City earned \$749,553 in interest (\$227,400 LAIF, \$134,883 CAMP, MBIA \$222,778, Wells Fargo \$164,492) during the fourth quarter ending June 30, 2007, and a total of \$2,517,615 for the year. At June 30, 2007 the interest rate earned on LAIF investments was 5.23%. The dividend yield for CAMP Investments was 5.21%. Interest earnings are deposited into a holding account until the end of the year. At that time, they are allocated to the various funds based on cash balances.

GENERAL FUND

Revenues

The General Fund is the City's lifeline and provides both funding and expenditure sources to operate the majority of services delivered to the citizens of the City.

GENERAL FUND (Continued)

Since the City operates on a modified cash basis, revenues are not recognized until they are received. An accrual is made at the end of the year for revenues belonging to the period but received in the next year. Following are some examples of when the City receives funds:

- **Property Taxes:** Due to the Revenue Neutrality Agreement with the County, the City receives very little of the traditional property tax payments other cities enjoy. This will change over time as the formula increases the City share. Payments are received in January and May. A final true-up payment is received in July or August.
- **Sales Taxes:** 75% of the 1% that the City is entitled to is received on a monthly basis. The remaining 25% is provided from the County as part of the State's "triple flip" program which was developed to allow the State to issue deficit reduction bonds in fiscal year 2003-04. By trading State general fund revenues for part of the cities' share of sales tax, the State was able to produce the dedicated revenue source demanded by the bond market to support the debt services on these bonds. These payments are made to the City in January and May of each year.
- **Motor Vehicle Fees Payments:**
 - Previously the State reduced the motor vehicle fee that residents pay. Since cities were entitled to a portion of these fees, the reduction impacted this revenue source. Prior to budget problems on the state level, the state made up the difference out of their General Fund. During the budget crisis, the state decided not to make up the difference. As a result, Proposition 1A was passed that restored the total amount to the cities.
 - **Regular motor vehicle payment:** this represents the amount that the State makes on a monthly basis based on the reduced amount.
 - **In-lieu property taxes:** this represents the difference due the cities and is paid from ERAF property taxes by the County. This revenue accelerates based on growth in Assessed Valuation. This is received in January and May of each year.
 - **Hardship payment:** this represents the amount that is given to newly incorporated cities for seven years and is paid on a monthly basis.
- **Transient Occupancy Taxes:** These are remitted monthly in arrears by the various hotels/motels.
- **Utility Users:** These are remitted monthly in arrears by the various utility companies.

GENERAL FUND (Continued)

General Fund revenue results for the fiscal year 2006 – 2007 were as follows:

	Budget	Year to Date	Percent Received
REVENUES			
Property Taxes (including Motor Vehicle In-Lieu)	\$ 12,762,000	\$ 12,336,493	97%
Sales Taxes	11,145,950	10,095,717	91%
Other Taxes	4,979,900	5,587,825	112%
Total Taxes	28,887,850	28,020,035	97%
Licenses, Permits and Fees	4,101,300	3,606,777	88%
Charges for Services	3,753,700	3,351,584	89%
Intergovernmental	1,302,050	1,385,671	106%
Franchise Fees	1,004,000	980,765	98%
Fine and Forfeitures	441,000	508,037	115%
Use of Money and Property	279,500	876,793	314%
Other Revenue	209,000	110,837	53%
SUB-TOTAL	39,978,400	38,840,499	97%
Transfers In	2,376,750	-	
TOTAL GENERAL FUND REVENUES	\$ 42,355,150	\$ 38,840,499	92%

At this point actual revenues appear to be at 97% of the budget, excluding transfers in which haven't yet been analyzed and recorded. In addition to transfers, there are still significant year end adjustments needed to finalize the year end numbers. For example, the final property tax payment has been received but not yet recorded. Once recorded, we should be slightly above the budgeted projection for property tax revenue. It is the practice of the City to book property taxes at the gross value and expense the "revenue neutrality payment" as the difference between what the City would have received less what was actually paid.

Licenses, Permits and Fees appear to be coming in under budget, primarily due to a decline in Building Permits. Building Permit revenue is at 81% of the budget. Offsetting this, but in a smaller dollar amount, are gains over the budget in the areas of Business Licenses, City Hall Rental fees and Passports.

Charges for Services include cost recovery for legal, planning and public works. We still have revenue to record for public works costs recovery but it appears as if we will be under budget for these revenues. However, we see a corresponding relationship on the expenditure side indicating a reduced level of activity, not a reduced level of cost recovery.

GENERAL FUND (Continued)

It has been the City's practice to not budget for interest income. As a result the Use of Money and Property category, which includes interest income, as well as rental income, appears to have significantly outperformed the budget.

Expenditures

The majority of expenditures for the 2006/2007 have been received and recorded, and we appear to be coming in significantly under budget. However, some adjustments are expected, most notably to true up the revenue neutrality expense and to record the final three months of the police services contract. While not yet recorded, we are in receipt of a refund check in the amount of \$348,925 from the Sherriff, representing the true up between actual and budgeted expenses for 2005/2006 through 2006/2007.

General Fund expenditures through June 30, 2007, by department were as follows:

GENERAL FUND EXPENDITURES

	BUDGET	TOTAL EXPENDITURES	PERCENTAGE
Legislative			
City Council	\$ 302,000	\$ 371,610	123%
Advisory Boards	338,200	56,656	17%
City Attorney	930,500	1,250,594	134%
Sub-Total Legislative	1,570,700	1,678,860	107%
General Government			
City Manager	942,550	785,492	83%
PIO	422,050	392,019	93%
City Clerk	649,500	483,699	74%
Human Resources	371,400	267,868	72%
Administrative Support	380,600	327,611	86%
Finance	1,091,500	1,020,339	93%
Facilities Management	959,450	846,149	88%
Animal Services	439,900	406,416	92%
Information Technology	749,200	714,426	95%
Risk Management	167,500	342,485	204%
Economic Development	476,250	319,924	67%
Housing	-	66,316	0%
Sub-Total General Government	6,649,900	5,972,744	90%

GENERAL FUND (Continued)

GENERAL FUND EXPENDITURES

	BUDGET	TOTAL EXPENDITURES	PERCENTAGE
Police	14,300,000	14,160,267	99%
Community Prosecutor	107,000	84,640	79%
Community Development			
Planning	3,039,300	2,556,970	84%
Building & Safety	2,055,200	2,246,742	109%
Code Enforcement	676,450	565,633	84%
Neighborhood Services	-	2,586	0%
Sub-total Comm. Dev.	5,770,950	5,371,931	93%
Public Works	2,682,300	2,639,809	98%
Non-Departmental	8,183,600	4,572,036	56%
SUB-TOTAL	\$ 39,264,450	\$ 34,480,287	88%
Transfers Out	1,120,200	-	0%
TOTAL EXPENDITURES	\$ 40,384,650	\$ 34,480,287	85%

Overall the General Fund performance for fiscal year 2007/2008 appears to be very positive. Revenues were not as high as was predicted, but expenditures were under budget by an even greater amount. As with revenues, transfers out have not yet been recorded and the revenue neutrality payment has not been recorded in its entirety.

OTHER FUNDS

Special Revenue Funds

The City maintains a number of other funds that are either restricted in their use or are required to be reported separately by governmental accounting rules. These funds include the **Special Revenue Funds** that are designed to account for those activities that are specifically restricted in their use. Included among those funds are all of the Development Impact Fees, Gas Tax, Measure A, CDBG and Grants.

SPECIAL REVENUE FUNDS

	BUDGET	ACTUAL	PERCENTAGE
REVENUES			
Impact Fees	26,554,550	19,983,711	75%
Grants	6,053,800	2,447,980	40%
Measure A	2,757,100	3,172,941	115%
Gas Tax	1,300,000	1,331,504	102%
Prop 42	235,000	531,230	226%
Other	100,000	1,028,125	1028%
Interest	1,250	1,315,717	105257%
Cost Recovery	-	2,684	-
Total Revenues	\$ 37,001,700	\$29,813,892	81%
EXPENDITURES			
Transfers Out	15,417,100	13,380,800	87%
Operating	2,446,740	3,257,375	133%
Capital Outlay	190,000	2,938,211	1546%
Total Expenditures	\$ 18,053,840	\$19,576,386	108%

Impact Fee revenues are less than what was anticipated, consistent with the decrease we saw in General Fund Building Permits.

Grant Revenue is coming in at approximately 40% of the budget. The City was unable to complete as many grant funded activities in the fiscal year as had been planned in the budget.

Prop 42 (Traffic Congestion Relief funds for street and road maintenance) revenue looks inflated due to backfilling by the State. This funding stream had been withheld in past state budgets. The State not only restored the funding this year, but they paid us for prior years as well.

Other revenue is significantly higher than the budget due to the unbudgeted receipt of a \$1 million contribution from CFD 2003-1.

OTHER FUNDS (Continued)

As previously stated the City has not historically budgeted for interest income.

There are several unbudgeted transactions on the expenditure side. The City entered into an MOU for environmental mitigation in the amount of \$628,000 and we gave apx. \$225,000 to the Park District for the administrative piece of the Sunrise Douglas Park Development Fee.

Debt Service Funds

The City maintains four **Debt Service Funds** to account for debt that is associated with the City. Three of the four funds are associated with the Mello Roos districts (Sunridge – Anatolia: CFD 2003-1, Sunridge Park: CFD 2004-1 and Sunridge North Douglas: CFD 2005-1). Of those districts, only Sunridge Anatolia has debt issued. It is anticipated that two districts (CFD 2004 and CFD 2005) will issue debt in FY 2008. Since this is not City backed debt, it is not included below.

The remaining debt is associated with the Public Financing Authority Corporation. It was this corporation which issued the two Certificates of Participation (COPs) associated with the purchase of City Hall and the Kilgore properties. The City made its first payment on the City Hall COP in February 2006. The first payment for the Kilgore property was made in March 2006.

Debt Service Funds			
	BUDGET	ACTUAL	PERCENTAGE
REVENUES			
Interest	40,000	182,327	456%
Transfers In	1,842,100	1,880,800	102%
Total Revenue	\$ 1,882,100	\$ 2,063,127	110%
EXPENDITURES			
Debt Service	1,818,200	1,804,025	99%
Transfers Out	120,000	7,613,158	6344%
Total Expenditures	\$ 1,938,200	\$ 9,417,183	486%

Transfers out represent the repayment to the General Fund for the cost of City Hall. The proceeds had been received in a prior year but not received into the General Fund from the Debt Service fund until this year. This transaction was not included in this year's budget.

OTHER FUNDS (Continued)

Internal Service Fund

The final fund type is **Internal Service**. This type of fund will account for activity within the City (internal to the City). The City will utilize the Risk Management Fund in this category to account for costs associated with liability expenses including legal costs associated with tort cases. Other revenues represent a reimbursement of legal fees.

The Finance Department has not yet performed analysis and recorded activity sufficient to provide a meaningful report at this time.

SUMMARY

Overall, the financial health of the City has been maintained during the fiscal year. The cash balance continues to be healthy and provides the City with the ability to meet cash flow issues. However, since a significant amount of the cash balance is associated with restricted uses, investment of the idle cash needs to be matched with the potential cash outflows. Staff continues to develop a vehicle to predict future cash flows. This ability along with our daily cash reporting ability provided by the new banking arrangement with Wells Fargo Bank will provide the information needed to invest in less liquid instruments, increasing our yields.

Summary information was provided in this report. If anyone desires detailed, line item information they may contact the Finance Department.



Thanks For Sponsoring

THE MARLINS

2007



Folsom Boulevard and Mather Field Road Streetscape Enhancements

- Overall Project Scope
 - Landscaped medians
 - Pedestrian and bicycle improvements



Folsom and Mather Field Road Streetscape Enhancements - Project Scope -

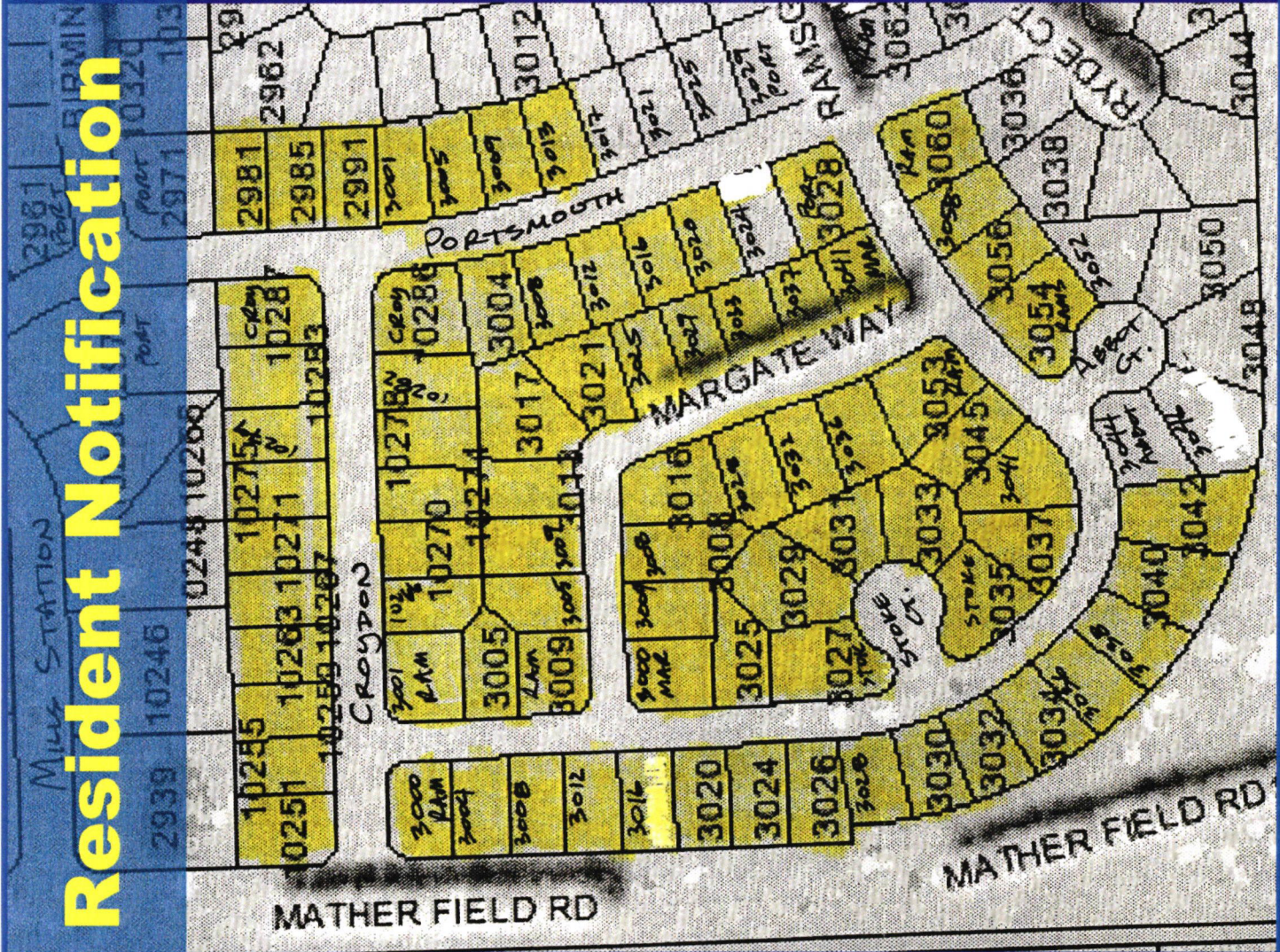


Mather Field Road Median

- **Background**
 - Accident history at Mather Field / Croydon
 - 20 Accidents from 2003 to 2006
 - 2nd highest non-signalized accident rate
 - Transportation efficiency
 - Aesthetics
- **Resident Notification**
 - April 2006



Resident Notification



Mather Field Road Median

- City Council Meeting – April 2007
- Three community meetings
- Resident concerns include:
 - Inconvenience of reduced access from Croydon
 - Visibility at Portsmouth/Mills Station intersection
 - Blight on Mills Station



Existing Geometry and Modifications

3-Way
Stop

Northbound
U-Turn

MILLS STATION ROAD

PORTSMOUTH DRIVE

CROYDON WAY

RAMS



Alternatives

- Leave median in existing closed condition
 - + Improved safety. Reduced potential for conflicting movements
 - + Increased landscaping
 - Reduced options for access. Left turns eliminated
- Open median
 - + Increased options for access relative to existing
 - Reduced landscaping
 - Additional construction cost and time





Neighborhood Services

3-Way
Stop

Northbound
U-Turn

MILLS STATION ROAD

PORTSMOUTH DRIVE

CROYDON WAY

RAMS





Joining the Statewide Community Infrastructure Program “SCIP”

Presented by:

Joe Chinn, Assistant City Manager

Rancho Cordova City Council September 4, 2007

Resolutions

- Join the California Statewide Communities Development Authority (CSCDA).
- Participate in the Statewide Community Infrastructure Program (SCIP).

SCIP Overview

■ **Program**

- Statewide Community Infrastructure Program “SCIP.”

■ **Purpose**

- Financing of Non-Residential Development Impact Road Fees.
- Financing of residential projects in the Redevelopment Area.

■ **Security**

- 1913/1915 Act Special Assessment Obligation.

■ **Bond Issuer and Administrator**

- California Statewide Communities Development Authority (CSCDA).

Finance Team

- Bond Underwriter – RBC Capital Markets.
- Legal Counsel – Orrick, Herrington & Sutcliffe.
- Program Administration – Bond Logistix.
- Assessment Engineer – MuniFinancial/Willdan.
- Trustee – Wells Fargo.

Benefits to Property Owner

- Assists in cash flow – property owner receives low-cost long-term tax-exempt financing of road fee.
- Smaller projects have access to tax exempt financing.
- Property owner can pay off the assessments at any time.
- Property owner option to participate in the program.

Benefits to the City of Rancho Cordova

- Economic development tool.
- CSCDA handles all district formation, bond issuance, and administration function.
- City is not liable to repay the bonds issued by CSCDA.
- City still receives full fees at building permit.

Questions?