CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC

Monday, December 7, 2009

4:00 p.m. – Study Session
5:30 p.m. – Regular Meeting

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Dan Skoglund, Mayor

Ken Cooley, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Linda Budge, Council Member

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, December 7, 2009

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

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

AMENDED AGENDA

A. STUDY SESSION – CALL TO ORDER / ROLL CALL

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

B. PUBLIC COMMENT

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

C. STUDY SESSION ITEM

Subject: Discussion of City Gateways
Recommendation: Consider presentation by City staff and community representatives regarding City Gateways and provide general comments and direction to proceed, including guidance on subsequent Council involvement in Gateway planning efforts.
Result of Recommended Action: Council guidance and preliminary direction will allow staff and community members to begin efforts to define a City Gateways program. Assuming Council support to proceed, staff anticipates a report back to the Council in approximately two months with an update, and to request more specific guidance and direction.
Staff Report: Paul Junker, Planning Department
Advances Goals: 1 and 9
GROWING STRONG NEIGHBORHOODS

D. ADJOURNMENT OF STUDY SESSION

8.3 **Subject:** Resolution Declaring the Results of the Special Mailed-Ballot Election for the Shell Gas Station Expansion Project Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance)
Recommendation: Adopt Resolution No. 124-2009.
Result of Recommended Action: Adoption of this resolution will declare the results of the special mailed-ballot election for the Shell Gas Station Expansion Project Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance; orders the annexation; authorizes the special tax levy on the project; and directs the records of the Amended Notice of Special Tax Lien. There is no financial impact to existing residents.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 11

8.4 **Subject:** Resolution Authorizing the Acquisition of Property and Authorizing Execution of a Certificate of Acceptance and Recordation of a Grant Deed for 2880 Gold Tailings Drive, APN: 072-0490-003
Recommendation: Adopt Resolution No. 126-2009.
Result of Recommended Action: Adoption of this resolution authorizes the City Manager to proceed with execution of documents as necessary to purchase and take possession of property located at 2880 Gold Tailings Drive.
Staff Report: Cyrus Abhar, Public Works Department, and Tom Trimberger, Public Works Department
Advances Goal: 4

8.5 **Subject:** Resolution Authorizing the City Manager to Execute Contract Between the City of Rancho Cordova and Calpo Hom and Dong Architects for Architectural Design Services for the Proposed City of Rancho Cordova Police Station Located at 2897 Kilgore Road and 2880 Gold Tailings Drive in the Amount of $120,000
Recommendation: Adopt Resolution No. 129-2009.
Result of Recommended Action: Adoption of this resolution will allow the City Manager to Execute Contract No. 150-2009 Between the City of Rancho Cordova and Calpo Hom and Dong Architects for architectural design services for the design and construction of the City of Rancho Cordova Police Department.
Staff Report: Cyrus Abhar, Public Works Department, and Tom Trimberger, Public Works Department
Advances Goal: 4

8.6 **Subject:** Resolution Affirming the City's Continued Commitment to the South Sacramento Habitat Conservation Plan (SSHCP)
Recommendation: Adopt Resolution No. 130-2009.
Result of Recommended Action: Adoption of this resolution will affirm Councils' continued support of the SSHCP and directs City staff to continue participating within and supporting the SSHCP preparation.
Staff Report: Paul Junker, Planning Department
Advances Goals: 8 and 13

9.3 **Subject:** Ordinance Amending the Folsom Boulevard Specific Plan, and Land Development Regulations as Recommended by the Planning Commission
Recommendation: Waive first reading and introduce Ordinance No. 24-2009 **(Roll Call Vote)**.
Result of Recommended Action: The proposed modifications will reduce the number of non-conforming uses, allow businesses to continue operating in existing commercial buildings within residentially focused areas, allow building owner to find new tenant to fill vacancies, address concerns related to special regulated land uses, and increase consistency between the Folsom Boulevard Specific Plan and the Zoning Code.
Staff Report: Jeff Beiswenger, Planning Department
Advances Goals: 5, 8, and 9

9.4 **Subject:** Resolution Adopting the 2008-2013 Housing Element and Addendum to the General Plan Environmental Impact Report (EIR)
Recommendation: Adopt Resolution No. 122-2009.
Result of Recommended Action: Adoption of this resolution will approve the 2008-2013 Housing Element and Addendum to the General Plan EIR.
Staff Report: Reed Flory, Economic Development Department
Advances Goals: 1, 4, 7, 8, 9, and 13

9.5 **Subject:** Resolution Adopting the Midyear Amendments to the 2009-10 Community Development Block Grant (CDBG) Action Plan
Recommendation: Adopt Resolution No. 123-2009.
Result of Recommended Action: Adoption of this resolution will amend the 2009-10 CDBG Action Plan, authorize the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development (HUD), and allows staff to make technical modifications to the Action Plan to correct minor errors or as required by HUD.
Staff Report: Reed Flory, Economic Development Department and Sarah Bontrager, Planning Department
Advances Goals: 1, 4, 5, 6, 7, 8, 9, 11, and 13
GROWING STRONG NEIGHTBORHOODS

9.6 **Subject:** Community Redevelopment Agency Resolution Approving a Relocation Plan for Tenants of Woodberry Gardens Apartments Located at 2728 Woodberry Way
Recommendation: Adopt Agency Resolution No. CRA-10-2009.
Result of Recommended Action: Residents of Woodberry Gardens Apartments will be assisted and compensated for permanently vacating their residency.
Staff Report: Reed Flory, Economic Development Department
Advances Goals: 1, 4, 5, 6, 7, 8, 9, 11, and 13
GROWING STRONG NEIGHBORHOODS
COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY

11.3 **Subject:** Selection of 2010 Mayor and Vice Mayor
Recommendation: That Council selects its next Mayor and Vice Mayor in 2010.
Result of Recommended Action: Council will appoint its leadership officers, per Resolution No. 5-2004. The ceremonial seating of the new Mayor and Vice Mayor will take place at the next Council Meeting on December 21, 2009.
Staff Report: Mindy Cuppy, City Clerk's Department
Advances Goal: 13

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
Monday, December 21, 2009	*5:30 p.m. Regular Meeting*
Wednesday, December 23, 2009	***FURLOUGH DAY – CITY HALL CLOSED***
Thursday and Friday, December 24 & 25, 2009	***CHRISTMAS HOLIDAY – CITY HALL CLOSED***
Thursday, December 31, 2009	***FURLOUGH DAY – CITY HALL CLOSED***

MEMORANDUM

DATE: December 7, 2009

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Jessica Ocenosak, Sunriver Resident

SUBJECT: **DISCUSSION OF CITY GATEWAYS**

RECOMMENDATION

Consider presentation by City staff and community representatives regarding City Gateways and provide general comments and direction to proceed, including guidance on subsequent Council involvement in Gateway planning efforts.

RESULT OF RECOMMENDED ACTION

Council guidance and preliminary direction will allow staff and community members to begin efforts to define a City Gateways program. Assuming Council support to proceed, staff anticipates a report back to the Council in approximately two months with an update, and to request more specific guidance and direction.

BACKGROUND

The City has consistently recognized the need to establish its identity in the region and to clearly define its boundaries. The General Plan Urban Design Element includes Action UD.2.3.2, directing efforts as follows:

> Establish a gateway program to create a sense of entry at key locations throughout the City and promote way-finding throughout the community. Use creative designs that respond to the character and history of the City to establish a sense of place, including gateway signage, streetscape design, site landscaping and other features. Users should feel a sense of arrival and be welcomed to the City.

Currently, key City entry points on Sunrise Boulevard (north entry) and Folsom Boulevard (west entry) mark the boundary of the City and include placards identifying local community organizations. While these entry markers serve an important function of recognizing community organizations, it has been noted that the design and condition of the entry markers may not reflect the evolving character of Rancho Cordova as a regional center of activity.

Enhanced City gateways can serve a variety of community functions, including: enhanced image of Rancho Cordova, sense of pride among community residents, clear sense of arrival to the community, and improved marketability for business attraction and economic development.

Beginning in February 2009, City staff and community representatives discussed the value of enhancing the City's gateway markers. Discussions to date have been very

preliminary as City staff had pursued related City programs that affect and guide the gateways efforts. At this time, staff proposes to initiate efforts on design and implementation of enhancing Rancho Cordova's gateways. City staff and community representatives will provide Council with a more detailed briefing on gateways, discuss options and ideas for proceeding, and seek Council direction for these efforts.

Overview of Proposed Efforts

Construction of City Gateway Monuments is a significant undertaking and an effort that will involve both outreach to the community and significant expense for actual construction. At this time staff is requesting Council concurrence on a general approach to the enhancement of community gateways. Specific items for which staff is seeking concurrence include:

- Ultimately four gateways to the community will be established – Sunrise Boulevard (north), Folsom Boulevard (west), Sunrise Boulevard (south), and Folsom Boulevard (east).

- The design process will include input from community members, but design work will be conducted by a qualified professional.

- Construction funding remains to be identified, but it is anticipated that primary funding sources will include grants secured by the City and private donations (either funds or in kind professional services).

- The first location to be considered will be the Sunrise Boulevard entry adjacent to the Sunriver neighborhood.

FISCAL IMPLICATIONS

Initial efforts on the gateway program will be limited to community outreach and development of general goals and expectations of the Sunrise Boulevard Gateway. Approximately $15,000 funding for this effort was assumed within the Planning Department budget for FY 2009-10 and will adequately fund initial effort on this project.

REQUEST

Staff requests that Council provide input on the timeliness of this proposal and the general approach as described above. Additionally, staff requests guidance on how the Council wishes to participate in the initial planning efforts for City Gateways.

ATTACHMENT

Draft Gateways Presentation.

City Gateways

Presentation to City Council
Paul Junker, Planning Director
Jessica O, Community Representative
December 7, 2009

Gateways – Purpose and Benefits

- General Plan policies and programs call for enhanced community gateways

- Gateways can offer a variety of benefits:
  - Establish identity in region and define clear boundaries
  - Create greater pride community residents
  - Improve marketability for businesses and economic development

Background and History

- Currently two City gateway signs exist
- Need for enhanced gateways discussed during General Plan process
- Internal working group discussion began in February 2009
- Staff and community representatives prepared to move forward as directed by Council

Project Status and Overview

- Assemble City Gateways Team (completed)
- City Council Briefing (today)
- Community Outreach (proceed now)
  - Include service organizations, Cordova Community Council, Chamber of Commerce
- Next Steps:
  - Determine values and goals for gateways
    - E.g. permanent, vandal resistant, aesthetic, branding
  - Consider implementation strategies
    - E.g. community input, design process, funding sources

Purpose

- Meets City Goal #1:
  - "Foster a Positive Image of Rancho Cordova"
- Opportunity to "brand" the City
  - Real estate expert Mike Lyons identified branding as a top priority for improving the local market
- Opportunity to incorporate larger wayfinding
  - Use of signs to identify RC's heritage (e.g. American River Grange, Mills Station)

Existing Condition on Sunrise Blvd

Pre 2005 Upgrade



Current Condition



Existing Condition on Folsom Blvd

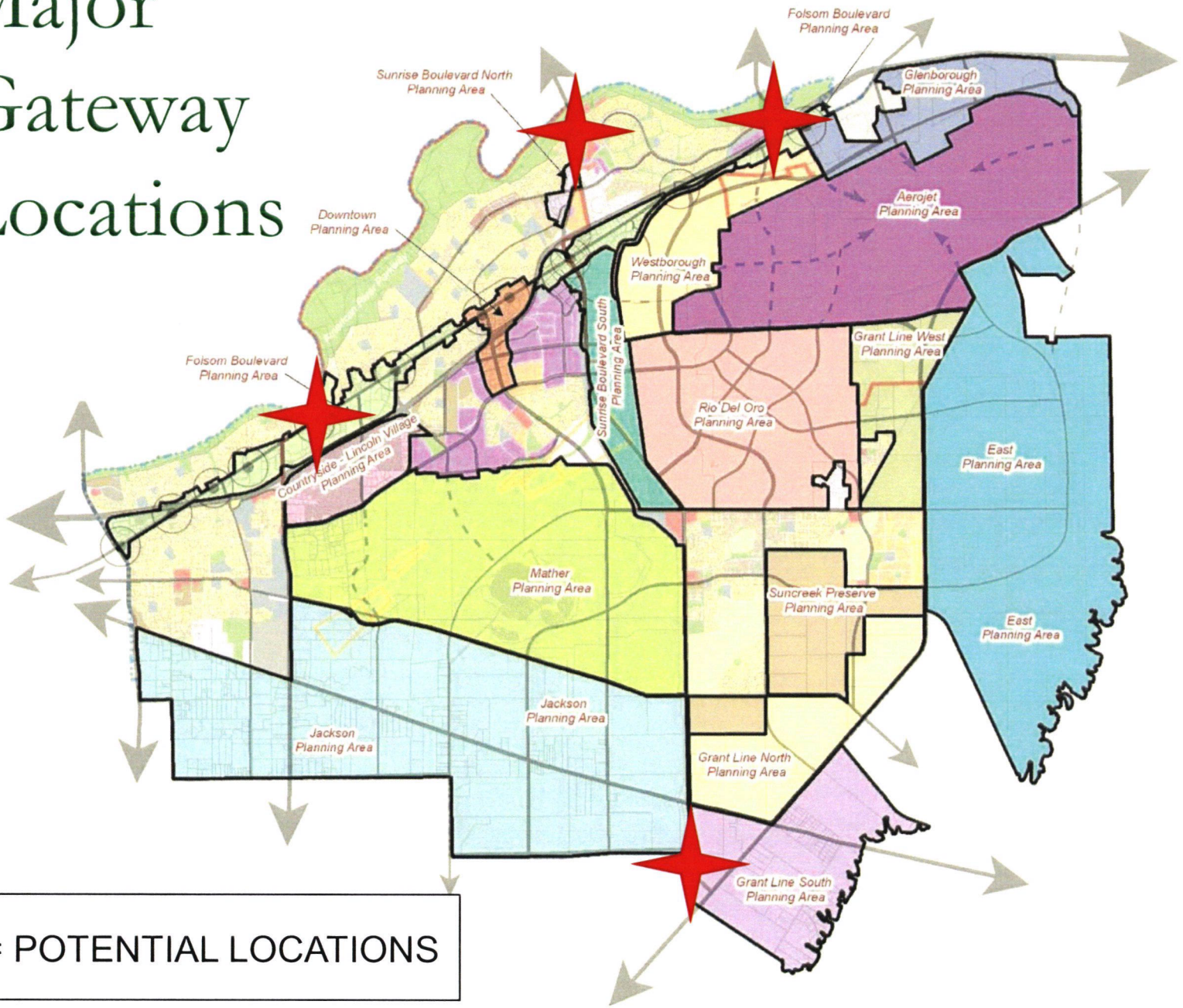
Pre 2005 Upgrade



Current Condition



Major Gateway Locations



Monument Sign Examples





Gateway Examples



Gateway Examples



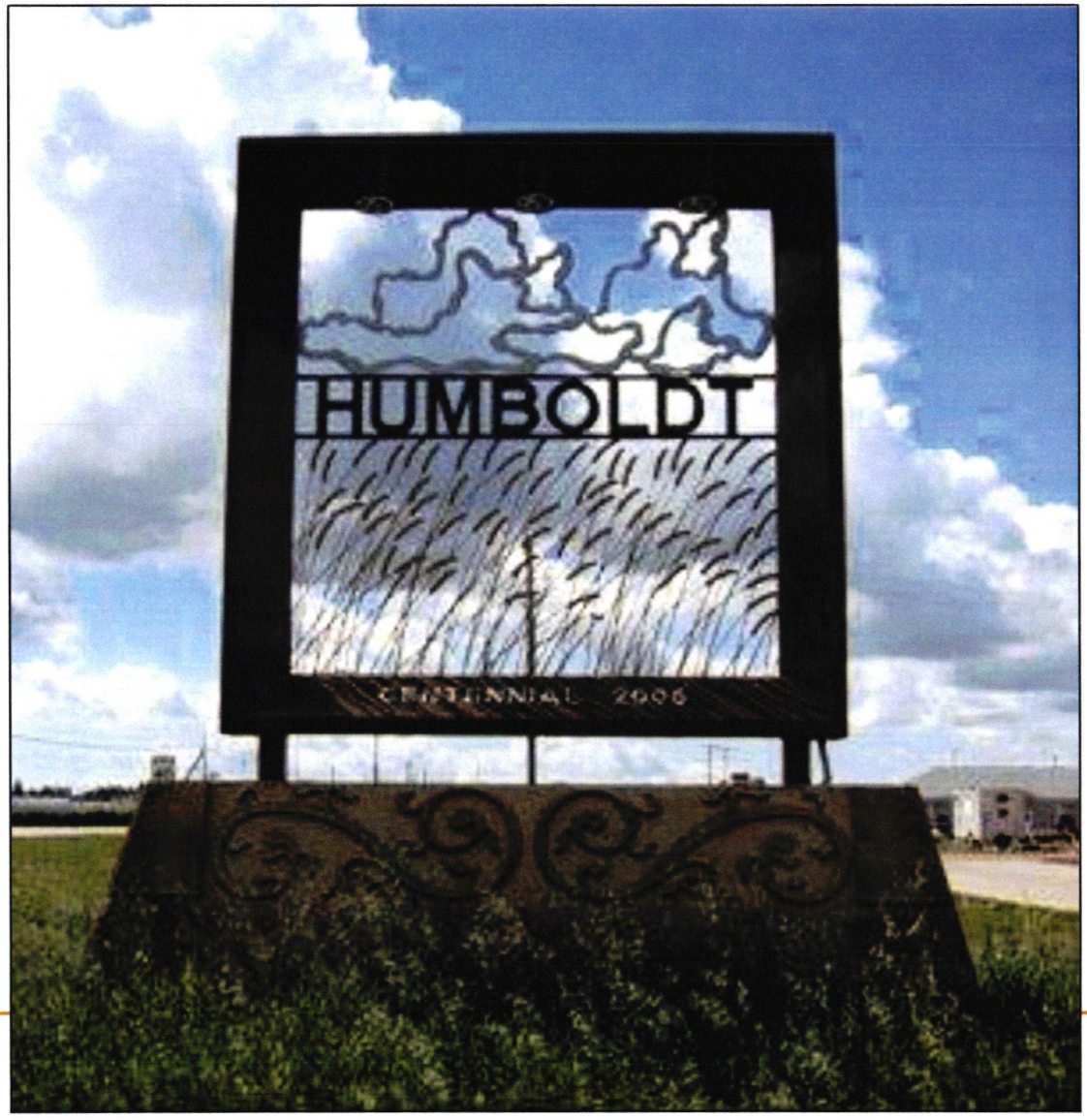


Gateway Examples



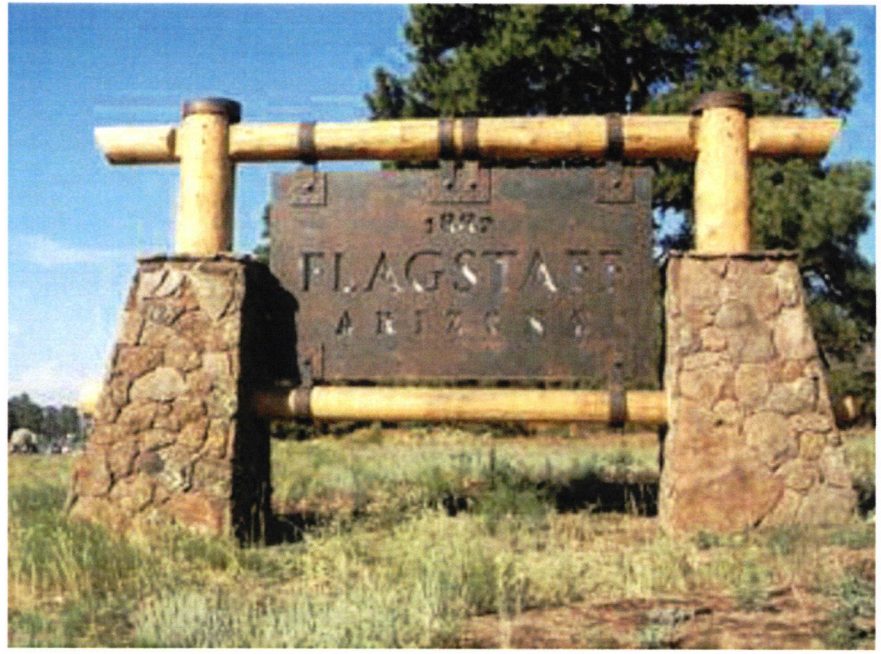


Gateway Examples



Gateway Examples





Council Comments Requested

- Council is requested to provided comments and direction on the following topics:
  - Confirm four proposed Gateway locations
  - Confirm design process – staff and community members supported by design professional
  - Input on Council's desired role and involvement
  - Confirm Sunrise Boulevard near Sunriver neighborhood as location of first efforts

Next Steps

- Public Outreach
  - Contact service clubs about continued representation on gateways
  - Establish major guidelines - report back to Council
- Design Consultant
  - Solicit cost estimates for various levels of scope
- Fundraising
  - Explore options with service clubs and business sponsors and within public grant programs

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 16, 2009

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

MINUTES

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Skoglund called the regular meeting to order in the David B. Roberts Council Chambers at 5:39 p.m.

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

Staff Present: Gaebler, Lindgren, Chinn, Haven, Cuppy, Lehr, Oliver, Abhar, Junker, Blair, Loveless, Hadley, Harriman, Meeks, Silva, Pearl, Bane, Humphrey, Snyder, Gassaway, Campbell, Ulm, Beiswenger, and Flory

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

The Mayor called on Boy Scout Troop 363 to Perform a Flag Ceremony and to Lead the Pledge of Allegiance.

4. INVOCATION

Larry Stafford, Cordova Church of Christ gave the invocation.

5. PRESENTATIONS

5.1 New Chief Don Meyer, Sacramento County Probation Department, introduced himself to the Council, staff, and public.

5.2 Council Member Cooley Presented a Proclamation to Scout Master Marshall Stewart and Members of Boy Scout Troup 363 in Honor of their 50th Anniversary.

5.3 Facilities Manager Todd Humphrey introduced new City Employee, Facilities Services Representative Laurel Bane.

5.4 Council Member Budge gave a presentation on her visit to Japan in November.

5.5 Mayor Skoglund recognized Council Member Sander's Birthday on November 25th.

AT THIS POINT: Council took a brief recess in recognition of Council Member Sander's birthday to enjoy refreshments and cake in City Hall lobby. The full council reconvened at 7:33 p.m.

6. PUBLIC COMMENT

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

- Lee Frechette announcing the Cordova Community Christmas Tree lighting event on November 29, 2009.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS

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

8.1 **Subject:** Meeting Minutes of Regular Meeting of November 2, 2009
Recommendation: Adopt Minutes.

8.2 **Subject:** Ordinance Amending Section 4.22.155(a) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom May Operate or Maintain Within the City from Nine to Thirteen **(Continued from November 2, 2009)**
Recommendation: Continue 2nd reading of Ordinance No. 21-2009 to a date not yet determined in the future.
Result of Recommended Action: Adoption of this Ordinance will amend Section 4.22.115(a) of the Rancho Cordova Municipal Code. The ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from nine (9) card tables to a maximum of thirteen (13) card tables. If table demands meet the operators projections, the increase will generate at least twelve thousand dollars ($12,000) in additional revenue for the City annually.
Staff Report: Ted Gaebler, City Manager's Office and Adam U. Lindgren, City Attorney's Office

8.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract No. 124-2009 between the City of Rancho Cordova and EDAW, Inc. for Consulting Services for the Sunrise Douglas Community Plan/Sunridge Specific Plan Environmental Impact Report (EIR) in the Amount of $143,933
Recommendation: Adopt Resolution No. 98-2009.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with EDAW, Inc. to complete amendments to the Sunrise Douglas Community Plan/Sunridge Specific Plan Environmental Impact Report. This effort will resolve certain obligations of the City as determined in the Vineyards litigation. Funding for this work project will be provided by owners of underdeveloped land within the Sunridge Douglas Community Plan area.
Staff Report: Paul Junker, Planning Department

8.4 **Subject:** Resolution Authorizing the City Manager to Execute Second Contract Amendment No. 131-2009 between the City of Rancho Cordova and Mark Thomas & Company for Engineering Design Services for Folsom Boulevard Streetscape Enhancement Project in the Amount of $950,000
Recommendation: Adopt Resolution No. 103-2009.
Result of Recommended Action: Adoption of this resolution will increase the total contract amount from $1,361,186 to a not to exceed amount of $2,311,186. The contract amendment will provide additional design services for the completion of the next two phases of the Folsom Boulevard Streetscape Enhancement Project. The next phase extends from Mather Field Road to 1000' west of Sunrise Boulevard. The final phase will be from Rod Beaudry Drive to Mather Field Road. Construction of the preliminary phase of the project was completed in early 2008 and consisted of landscaped medians, new traffic signals, new pavement striping, and bicycle and pedestrian improvements along Folsom Boulevard from Coloma Road to Cordova Lane.
Staff Report: Cyrus Abhar, Public Works Department

8.5 **Subject:** Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 16 (11301 Dismantle Court)
Recommendation: Adopt Resolution No. 111-2009.
Result of Recommended Action: Adoption of this resolution will declare the results of the transit-related services tax election concerning Transit-Related Services Special Tax Area Zone 16 that will assist the City in meeting the costs of providing City transit-related services by establishing a special tax for transit services for the 11301 Dismantle Court project.
Staff Report: Cyrus Abhar, Public Works Department

8.6 **Subject:** Resolution Approving Annexation of 11301 Dismantle Court Project to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance)
Recommendation: Adopt Resolution No. 112-2009.
Result of Recommended Action: Adoption of this resolution declares the results of the special mailed-ballot election for the 11301 Dismantle Court Project Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, orders the annexation, authorizes the special tax levy on that project, and directs the recording of the Amended Notice of Special Tax Lien. There is no financial impact to existing residents.
Staff Report: Cyrus Abhar, Public Works Department

8.7 **Subject:** Quarterly Treasurer's Report
Recommendation: Receive and file report.
Result of Recommended Action: This report provides 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

9. CONSENT PUBLIC HEARING ITEMS

NONE

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Community Redevelopment Agency Resolution of Necessity for Eminent Domain Proceedings to Determine that the Public Interest and Necessity Require the Acquisition of 10447 Folsom Boulevard for the Rancho Cordova Redevelopment Project
Recommendation: Adopt Resolution No. CRA-9-2009.
Result of Recommended Action: Adoption of this Community Redevelopment Agency Resolution of Necessity will authorize the Agency Executive Director to direct the filing of an action in eminent domain to acquire the subject property for the Rancho Cordova Redevelopment Project.
Staff Report: Reed Flory, Economic Development Department, Housing Administration

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

ACTION: Motion by Budge second by McGarvey and carried by a 5:0 vote Council adopted Community Redevelopment Agency Resolution No. CRA-9-2009.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Resolution Rescinding, Setting Aside, and Vacating Resolution No. 105-2006, Certifying an Environmental Impact Report and Adopting Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring Plan for the Preserve at Sunridge Project, Ordinance No. 40-2006 Approving a Special Planning Area Rezone for the Preserve at Sunridge Project, Resolution No. 108-2006 Approving a Tentative Subdivision Map for the Preserve at Sunridge Project, and Ordinance No. 41-2006 Approving Department Agreement RC-03-052 for the Preserve at Sunridge Project in Order to Comply with Peremptory Writ of Mandate Issued by the Sacramento County Superior Court
Recommendation: Adopt Resolution No. 113-2009.
Result of Recommended Action: Adoption of this resolution will allow the City to file a required response to the decision issued by the Sacramento County Superior Court on September 28, 2009. This resolution will rescind, set aside, and vacate the described land use approvals for the Preserve at Sunridge Project.
Staff Report: Adam U. Lindgren, City Attorney's Office

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

ACTION: Motion by Budge second by McGarvey and carried by a 5:0 vote Council adopted Resolution No. 113-2009.

11.2 **Subject:** 2010 City Council Meeting Schedule
Recommendation: Staff recommends Council discuss and confirm its meeting schedule for 2010.
Result of Recommended Action: Action on this item will confirm the 2010 meeting schedule for the members of the Rancho Cordova City Council.
Staff Report: Ted Gaebler, City Manager's Department

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

ACTION: Discussion item only; no action taken.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None

13. CITY MANAGER'S REPORT

City Manager Ted Gaebler reported on Comstock's Magazine article regarding meetings at City Hall facilitated by staff members who are not Department Heads, to work with applicants on details of application prior to approval process.

Staff members reported on the following Planning Department Update topics:

Planning Director Paul Junker reported on the following:
- Long Range and Advanced Planning
- Current Planning
- Environmental Compliance
- Public and City Department Assistance

Administrative Assistant Lorianne Ulm reported on the following:
- Department/Interdepartmental Support
- Coordination of Developer Project Balances
- Contract Administration
- Customer Service

Planning Associate Shannan Loveless reported on the following:
- Current Planning Applications
- Recently Constructed Projects

Principal Planner Bill Campbell reported on the following:
- Additional Planning Support
  - Coordination with Building Department, Economic Department, and Public Works
- Development Projects
  - Westborough
  - Rio Del Oro
  - Sunridge 530 aka "The Preserve"
  - Suncreek
  - The Arboretum

Senior Planning Jeff Beiswenger reported on the following:

- Rancho Cordova Zoning Code
- Folsom Boulevard Planning
- Capital Village Implementation

Planning Director Paul Junker reported on the following:

- Annexation of Existing SOI
- South Sacramento Habitat Conservation Plan Update

14. ADJOURNMENT

Mayor Skoglund adjourned the regular meeting at 9:43 p.m.

_____
Mindy Cuppy, City Clerk

CITY COUNCIL SPECIAL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, November 17, 2009

5:30 P.M. – Special Meeting
Coloma Room

MINUTES

1. SPECIAL MEETING – CALL TO ORDER / ROLL CALL

Mayor Skoglund called the special meeting to order in the Coloma Room at 6:06 p.m.

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

Council Members Absent: None

Staff Present: Gaebler, Lindgren, and Hall

2. PUBLIC COMMENT

None.

3. CLOSED SESSION AGENDA ITEMS

Council met in Closed Session, in accordance with Government Code Section 54957, to discuss the following: Review and Development of City Manager and Departments.

4. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Council conducted and concluded the City Manager's evaluation.

5. ADJOURNMENT

Mayor Skoglund adjourned the special meeting at 11:05 p.m.

_____
Mindy Cuppy, City Clerk

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Lieutenant Rosanne Richeal, Assistant Chief of Police, Rancho Cordova Police Department, and Lieutenant Greg Ferrero, Commander, Rancho Cordova Area, California Highway Patrol

SUBJECT: **PARTNERSHIP AGREEMENT BETWEEN THE RANCHO CORDOVA POLICE DEPARTMENT AND THE CALIFORNIA HIGHWAY PATROL TO PROVIDE PEDESTRIAN AND BICYCLIST ENHANCED ENFORCEMENT AND EDUCATION**

RECOMMENDATION

Adopt Resolution No. 120-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the Rancho Cordova Police Department to enter into a partnership agreement with the California Highway Patrol to provide pedestrian and bicyclist enhanced enforcing and education in the City of Rancho Cordova.

BACKGROUND

The California Highway Patrol (CHP), Rancho Cordova Area, was recently awarded funding from the California Office of Traffic Safety (OTS) to provide pedestrian and bicyclist enhanced enforcement and education. A 12-mile segment of Folsom Boulevard in the City of Rancho Cordova and County of Sacramento was selected as a corridor safety project. The project begins on June 1, 2010 and ends on May 31, 2011.

In addition, the CHP has reserved $25,004.00 to form an enhanced enforcement and education partnership with the Rancho Cordova Police Department (RCPD). To activate a contract agreement, the CHP is requesting a resolution of support from the City Council of the City of Rancho Cordova.

The corridor safety project includes forming a taskforce comprised of representatives from local businesses, community leaders, county and city, fire department, police department, and others. A number of corridor projects have been very successful and significant improvements in traffic safety have occurred as a direct result of collaborative taskforce efforts.

ATTACHMENTS

1. Letter from the Department of California Highway Patrol
2. Resolution No.120-2009

AGENDA ITEM 8.2

ATTACHMENT 1

State of California—Business, Transportation and Housing Agency ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Rancho Cordova Area
11336 Trade Center Drive
Rancho Cordova, CA 95742
(916) 464-2090
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

November 5, 2009

File No.: 260.12331

Rancho Cordova City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Dear Council Member:

The California Highway Patrol (CHP), Rancho Cordova Area, was recently awarded funding from the California Office of Traffic Safety (OTS) to provide pedestrian and bicyclist enhanced enforcement and education. A 12-mile segment of Folsom Boulevard in the City of Rancho Cordova and Sacramento County was selected as a corridor safety project. The project begins on June 1, 2010, and ends on May 31, 2011.

In addition, the CHP has reserved $25,004.00 to form an enhanced enforcement and education partnership with the Rancho Cordova Police Department. To activate a contract agreement, the CHP is requesting support for a resolution from the City of Rancho Cordova. With your support, a copy of a resolution will be included with the joint contract service agreement documents for Rancho Cordova Police Department.

The corridor safety project includes forming a task force comprised of representatives from local businesses, community leaders, county and city, fire department, police department, and others. A number of corridor projects have been very successful and significant improvements in traffic safety have occurred as a direct result of collaborative task force efforts. Oftentimes, the success of these projects is directly related to the active support received from the local community, county representatives, and participating allied agency. As such, your response to public concerns and your focus on pedestrian and bicyclist safety is truly appreciated.

Once again, thank you for your support for the traffic safety activities and community outreach programs for the corridor project in Rancho Cordova. If you need further information, please do not hesitate to call me at (916) 464-2090.

Sincerely,

GREG P. FERRERO, Lieutenant
Commander
Rancho Cordova Area

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 120-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE RANCHO CORDOVA POLICE DEPARTMENT TO ENTER INTO A JOINT CONTRACT SERVICE AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL TO FORM A PEDESTRIAN AND BICYCLIST ENHANCED ENFORCEMENT AND EDUCATION PARTNERSHIP

WHEREAS, the California Highway Patrol (CHP), Rancho Cordova Area, was recently awarded funding from the California Office of Traffic Safety (OTS) to provide pedestrian and bicyclist enhanced enforcement and education; and

WHEREAS, a 12-mile segment of Folsom Boulevard in the City of Rancho Cordova and County of Sacramento was selected as a corridor safety project. The project begins on June 1, 2010 and ends on May 31, 2011; and

WHEREAS, the CHP has reserved $25,004.00 to form an enhanced enforcement and education partnership with the Rancho Cordova Police Department (RCPD); and

WHEREAS, the corridor safety project includes forming a taskforce comprised of representatives from local businesses, community leaders, county and city, fire department, police department, and others. A number of corridor projects have been very successful and significant improvements in traffic safety have occurred as a direct result of collaborative taskforce efforts.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the Rancho Cordova Police Department to enter into a joint contract service agreement with the California Highway Patrol to form a pedestrian and bicyclist enhanced enforcement and education partnership.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **ANNEXATION OF SHELL GAS STATION EXPANSION PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)**

RECOMMENDATION

Adopt Resolution No. 124-2009.

RESULT OF RECOMMENDED ACTIONS

Adoption of this resolution declares the results of the special mailed-ballot election for the Shell Gas Station Expansion Project Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance); orders the annexation; authorizes the special tax levy on that project; and directs the recording of the Amended Notice of Special Tax Lien. There is no financial impact to existing residents.

BACKGROUND

On October 6, 2008, the City adopted a resolution of intention to establish a Community Facilities District (CFD), and Future Annexation Area for Citywide street lighting and road maintenance services. On November 17, 2008, the City adopted the resolution forming the CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation. Thus the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition from the property owner(s); conducting the mailed-ballot election; and the Council adopting a resolution determining the election result; ordering the annexation; and authorizing the levy of special taxes.

The Project included in this action was conditioned to annex to the District to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way.

DISCUSSION

The City Clerk conducted the special mailed-ballot landowner election as required by the Act. The election was a landowner election as required by the Act when there are less than

twelve registered voters residing within territory proposed to be annexed. A proposition was submitted to each qualified voter asking whether the Project should be annexed to the District and whether a special tax should be levied on each parcel annexed to finance the costs of providing certain public services.

The City Clerk has canvassed the returns of the special election for the Project and has prepared a report of such election which is on file in the Clerk's office. The results of the Shell Gas Station Expansion Project election are as follows:

Total Votes Cast "Yes":	1
Total Votes Cast "No":	0
Total Votes Cast:	1

The results show that more than two-thirds (2/3) of all the votes cast were in favor of approving the annexation and levy of the special tax.

Adoption of the attached resolution confirms the election results and formally includes the Project in the District and authorizes the levy of the special tax. Taxable parcels in the District will remain subject to the special tax in perpetuity to finance the authorized maintenance services. The maximum annual special tax that will be levied on the project is based on the per square foot rates identified in the Rate and Method of Apportionment, ranging from $0.04 per square foot for industrial buildings, $0.09 per square foot for office buildings to $0.10 per square foot for commercial buildings (in FY 09/10 dollars). The annual tax will escalate annually based on the construction cost index in Engineering News Record.

ATTACHMENT

Resolution No. 124-2009 including (**Exhibit A**) Canvass and Statement of Result of Election; (**Exhibit B**) Boundary Map #8; and (**Exhibit C**) Notice of Special Tax Lien (CFD No. 2008-1).

RESOLUTION NO. 124-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION FOR THE SHELL GAS STATION EXPANSION PROJECT ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE), ORDERING THE ANNEXATION, AUTHORIZING THE SPECIAL TAX LEVY, AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, the City Clerk has duly canvassed the votes cast by qualified landowners of the territory proposed to be annexed to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "District") at a special mailed-ballot election (the "Election") called for November 17, 2009, upon the proposition hereinafter set forth, and has reported to the City Council of the City of Rancho Cordova (the "City Council") the result of the votes cast at the Election upon such proposition, which said report is now on file in the office of the Clerk of the City of Rancho Cordova and attached as **Exhibit A**.

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

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

Section 2. The canvass of the votes cast in the territory to be annexed to the District at the Election, as shown by said report, is hereby approved and confirmed.

Section 3. At the Election the following proposition was submitted to the qualified voters of the territory to be annexed to the District and the number of votes cast for and against such proposition, as set forth in said report, is determined to be as follows:

> "Shall the territory known as the Shell Gas Station Expansion Project, which is included in the Future Annexation Area as shown on **Exhibit A** to Resolution No. 108-2008 adopted October 6, 2008 and as shown on the Annexation Map No. 8 (Shell Gas Station Expansion) recorded at Book 111, Page 0007, of the Official Records of the County of Sacramento, be annexed to City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended; and
>
> Shall a special tax with a maximum rate and method of apportionment as provided in **Exhibit C** of Resolution No. 129-2008, the Resolution of Formation of the District adopted by the City Council on November 17, 2008, be levied within said territory proposed to be annexed to finance certain public services for the CFD and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established at $12,000,000?"

Section 4. The total number of votes cast at the Election for and against such proposition was and is set forth in said report.

Section 5. More than two-thirds of all the votes cast at the Election were cast in favor of such proposition, and such proposition carried, and the territory proposed to be annexed shall be included in the District and a special tax levied to finance the cost of providing the certain public services therein.

Section 6. The City Clerk is hereby directed to enter this resolution on the minutes of the City Council, which shall constitute the official declaration of the result of such Election.

Section 7. The City Council finds and determines that the Territory shown in **Exhibit B** is hereby added to and made a part of the District with full legal effect.

Section 8. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal year 2010-11, and the rate and method of apportionment of said tax shall be as set forth in **Exhibit B** of the Resolution of Formation, incorporated herein, and made a part hereof.

Section 9. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in **Exhibit C** attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ___ day of _____, 2009, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)

I hereby certify that on December 7, 2009, I canvassed the returns of the election held on in the Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) of the City of Rancho Cordova and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) of the City of Rancho Cordova, Special Tax Election, November 17, 2009	1	1	1	0

BALLOT MEASURE: "Shall the territory known as the Shell Gas Station Expansion Project, which is included in the Future Annexation Area as shown on Exhibit A to Resolution No. 108-2008 adopted October 6, 2008 and as shown on the Annexation Map No. 8 (Shell Gas Station Expansion) recorded at Book 111, Page 0007, of the Official Records of the County of Sacramento, be annexed to City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended; and

Shall a special tax with a maximum rate and method of apportionment as provided in Exhibit C of Resolution No. 129-2008, the Resolution of Formation of the District adopted by the City Council on November 17, 2008, be levied within said territory proposed to be annexed to finance certain public services for the CFD and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established at $12,000,000?"

YES: _____

NO: _____

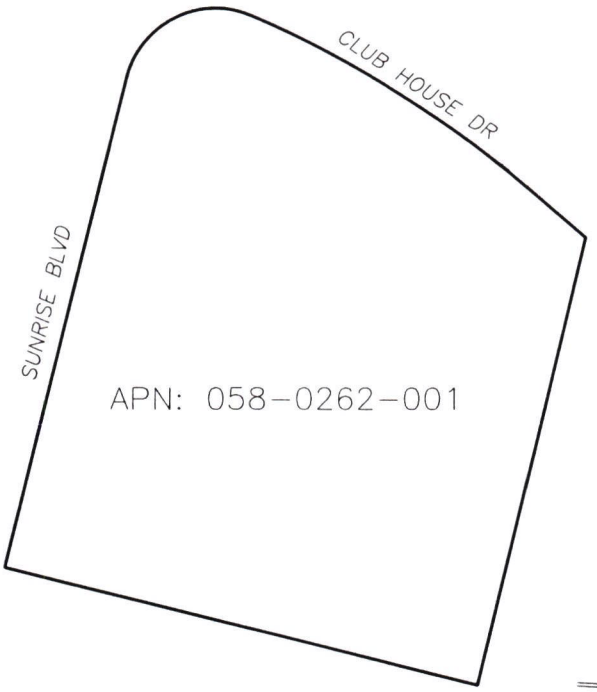
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on December 7, 2009.

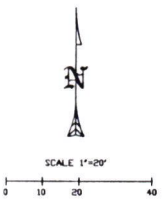
By: _____
Mindy Cuppy, City Clerk
City of Rancho Cordova

EXHIBIT B

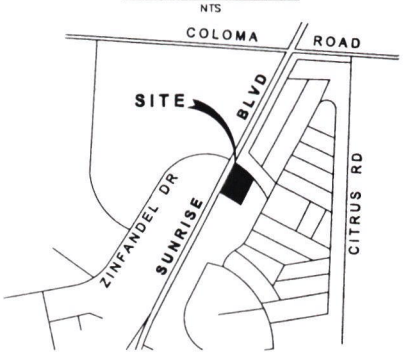
ANNEXATION MAP NO. 8 (SHELL GAS STATION EXPANSION)
COMMUNITY FACILITIES DISTRICT No. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
NOVEMBER 2009, SHEET 1 OF 1





VICINITY MAP
NTS



CLERK'S MAP STATEMENT

I HEREBY STATE THAT THE AREA SHOWN ON THIS MAP OF PROPOSED ANNEXATION TO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULAR MEETING THEREOF, HELD ON THE 6th DAY OF OCTOBER 2008, BY ITS RESOLUTION No. 108-2008.

Mindy Cuppy
CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS 9th DAY OF November, 2009.

Mindy Cuppy
CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

FILED THIS 10th DAY OF November, 2009, AT THE HOUR OF 10:49 O'CLOCK A.M. IN BOOK 111 OF MAPS OF ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE 001 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

CRAIG A. KRAMER
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA.

BY: Tina Lopez
DEPUTY

FILE: 200911100802

REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

P:\Public Works\Programming Grants & Finance\Special Districts\Boundary Maps\2008-8 Shell Gas Station (Bld 8)\Shell Gas Station Expansion (Bld 8).dwg 11/06/09 10:50am bohan

EXHIBIT C

RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

NOTICE OF SPECIAL TAX LIEN

CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Rancho Cordova, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Rancho Cordova, County of Sacramento. The special tax secured by this lien is authorized to be levied for the purpose providing certain public services described in **Exhibit A** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in **Exhibit B** attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Sacramento, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

EXHIBIT C

Reference is made to the boundary map of the CFD recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 10 (Document No. 20081014-0822), in the office of the County Recorder for the County of Sacramento, State of California, which map is now the final boundary map of the CFD; Annexation Map No. 2, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0014 (Document No. 20090121-0721), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 3, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0015 (Document No. 20090121-0722); and Annexation Map No. 5, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0021 (Document No. 20090626-0609), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 6, recorded at Book 111 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20091002-0840), in the office of the County Recorder for the County of Sacramento, State of California; and Annexation Map No. 8, recorded at Book 111 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20091110-0802), in the office of the County Recorder for the County of Sacramento, State of California, which is the map of the above referenced parcel annexed to the District. The original boundary map along with the recorded annexation maps now comprises the boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670; telephone number (916) 851-8700.

Dated: As of _____, 2009

By: _____
Mindy Cuppy, City Clerk
City of Rancho Cordova

EXHIBIT A

CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)

DESCRIPTION OF DISTRICT SERVICES

Maintenance and Lighting of Public Streets and Roads

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements, the street-lighting network, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the District.

Reserve Fund

- The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

EXHIBIT B

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

"CFD" or **"CFD No. 2008-1"** means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

"Commercial Property" means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. The City shall make the determination if a Parcel is Commercial Property.

"County" means the County of Sacramento.

"Decorative Lighting Parcel" means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Hotel Property" means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

"Industrial Property" means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied on an Assessor's Parcel in any Fiscal Year determined in accordance with Section C below.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

"Non-Residential Property" means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

"Office Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

"Ordinary Use Parcel" means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, or Residential Alley and Decorative Lighting Parcel.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

"Public Property" means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

"Residential Alley and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

"Residential Alley Parcel" means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

"Residential Property" means, collectively, Single Family Attached Property, Single Family Detached Property, and Multi-Family Property.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

"Special Tax" means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

"Square Foot," "Square Footage," or **"Square Feet"** means the building square footage reflected on the original building permit issued for construction of a building.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Public Property" means, in any Fiscal Year, all Assessor's Parcels in CFD No. 2008-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

"Tax Zone" means one of the three mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

"Tax Zone 1" means the geographic area that is identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

"Tax Zone 2" means the geographic area that is identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

"Tax Zone 3" means the geographic areas that are identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

"Unit" means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a single room or unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor's Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the

Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, or a Residential Alley and Decorative Lighting Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be $0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be $0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 3 of CFD No. 2008-1:

a. Ordinary Use Parcels

MAXIMUM SPECIAL TAXES
ORDINARY USE PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	$335.81 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	$295.51 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	$295.51 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	$235.06 per Unit
Multi-Family Property	N/A	$235.06 per Unit
Commercial Property	N/A	The greater of $973.30 per Acre or $0.0944 per Square Foot
Hotel Property	N/A	The greater of $2,688.49 per Acre or $56.98 per Unit
Industrial Property	N/A	The greater of $222.20 per Acre or $0.0351 per Square Foot
Office Property	N/A	The greater of $851.74 per Acre or $0.0827 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

b. Residential Alley Parcels

MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	$463.41 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	$407.80 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	$407.80 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	$324.39 per Unit
Multi-Family Property	N/A	$324.39 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

c. Decorative Lighting Parcels

MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	$360.99 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	$317.67 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	$317.67 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	$252.69 per Unit
Multi-Family Property	N/A	$252.69 per Unit
Commercial Property	N/A	The greater of $1,046.30 per Acre or $0.1015 per Square Foot
Hotel Property	N/A	The greater of $2,890.13 per Acre or $61.25 per Unit
Industrial Property	N/A	The greater of $238.87 per Acre or $0.0377 per Square Foot
Office Property	N/A	The greater of $915.62 per Acre or $0.0889 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

d. Additional Load Parcels

MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of $1,216.63 per Acre or $0.1180 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of $277.75 per Acre or $0.0439 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

e. Additional Load and Decorative Lighting Parcels

MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of $1,289.63 per Acre or $0.1251 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of $294.42 per Acre or $0.0465 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

f. Residential Alley and Decorative Lighting Parcels

MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	$488.60 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	$429.97 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	$429.97 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	$342.02 per Unit
Multi-Family Property	N/A	$342.02 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have

applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

IDENTIFICATION OF TAX ZONES

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
1	077-0050-085	2008-09
2	067-0010-060	2008-09
3	067-0990-001	2008-09
	067-1000-001	2008-09
	072-0500-040	2008-09
	072-0500-041	2008-09

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

EXHIBIT C

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN COMMUNITY FACILITIES DISTRICT

Assessor's Parcel No.	Names of Property Owners
Tax Zone 1: 077-0050-085-0000	JPI XXIX, L.P.
Tax Zone 2: 067-0010-060-0000	Sacramento Medical Foundation
Tax Zone 3: 072-0500-040-0000	Brian Porter
072-0500-041-0000	Brian Porter
067-1000-001-0000	Mather Development Partners III, L.P.
067-0990-001-0000	Mather Development Partners III, L.P.
056-0222-002-0000	Alcides A. Gonzalez Trust
077-0050-014-0000	Hoang Tran
072-0610-064-0000	Monument Properties-Prospect Park, LLC
072-0570-030-0000	M&M Development
058-0626-001-0000	Rana Real Estate, LLC

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Thomas L. Trimberger, Special Project Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND AUTHORIZING EXECUTION OF A CERTIFICATE OF ACCEPTANCE AND RECORDATION OF A GRANT DEED FOR 2880 GOLD TAILINGS DRIVE, APN NO. 072-0490-003**

RECOMMENDATION

Adopt Resolution No.126-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution authorizes the City Manager to proceed with execution of documents as necessary to purchase and take possession of property at 2880 Gold Tailings Drive.

BACKGROUND

As the City was exploring the possibility of relocating its police station from the current location at Rockingham Drive to a city-owned building at 2897 Kilgore Road they discovered that the building next door (2880 Gold Tailings Drive) was available for purchase. The building at 2880 Gold Tailings appears to provide an efficient and cost effective solution for the City's Police Station needs by providing secondary access and additional space for light automotive repair and maintenance. Since the police department does not need the entire space at 2880 Gold Tailings Drive, the City expects to have additional space available for storage, corporation yard, or other uses.

At the City Council meeting on November 2, 2009, City Council authorized the City Manager to move forward with the purchase of 2880 Gold Tailings Drive. City staff has negotiated with the seller and have agreed upon a purchase price of $895,000, which include all the existing furniture, fixtures, and equipment within the building. This purchase price for the 11,700 square foot building amounts to a price of $76.50 per square foot. This compares very favorably with many comparable properties for sale in the region. At the City's request, an appraisal was performed by Integra Realty Resources Inc. and they appraised this property at $880,000. This does not include the furnishings and equipment that also is being purchased along with the building.

An agreement has been executed and a $25,000 deposit was made on November 12, 2009. A 60 day escrow would have the City close escrow on the property and take ownership by January 8, 2010.

DUE DILLIGENCE

City staff has performed the following legal requirements prior to the city taking ownership of real property:

1. Environmental Review under CEQA. The acquisition of property by a public agency is a project within the meaning of the California Environmental Quality Act (CEQA). The steps required under CEQA must be completed prior to the decision to acquire.

The City has determined that the proposed Police Station Accessory Building use is consistent with the City's General Plan and General Plan EIR, and that no impacts would occur due to the property acquisition or the operation of the police facility that are peculiar to the project or parcel on which the project would be located (CEQA Guidelines Section 15183). Furthermore, that the proposed use is Categorically Exempt from CEQA as an existing facility (CEQA Guidelines Section 15301 Class 1). Existing facility status applies in this situation because the project involves no expansion of use beyond that existing at the time of this determination.

2. General Plan Consistency Determination. Pursuant to Section 65402 of the Government Code, it was necessary for the City Planning Commission to review the proposed purchase for consistency with the City's General Plan since the property is intended to be used as a public facility. The Planning Commission took action at the November 12, 2009 Planning Commission meeting and determined that the proposed acquisition is consistent with the City's General Plan.

In addition to the above legal requirements, staff has also performed due diligence in its examination and determinations towards the purchase of the property at 2880 Gold Tailings Court. These actions include:

A. The City hired Youngdahl Consulting Group to perform a Phase I Environmental Site Assessment to verify that there are no hidden environmental concerns. The report indicates that no recognized environmental conditions were discovered during the investigation of the subject property.

B. City staff has performed a physical inspection of the building along with record drawings. Building and Facilities staff toured and inspected the building and found it to be in very good condition. No significant issues or concerns were raised.

C. At the City's request, Watson Roofing Company performed a physical inspection of the roof on November 12, 2009 and found the roof to be in fair shape. The report recommends some minor remedial work.

D. The City has received and reviewed the preliminary title report, past construction documents, maintenance records, and an original Phase I Environmental Site Report. After review of these documents, no significant issues or concerns were found.

FISCAL IMPACT

The City expects to close escrow and take possession of the building by January 8, 2010. The purchase price is $895,000. It is anticipated that an additional $10,000 will be needed for miscellaneous items including closing costs and inspection reports. The City's Capital Facilities

Fund will provide $800,000 toward the purchase of this building and the remaining amount will come from Community Facility Impact Fees previously collected.

NEXT STEPS

There is significant work to be done in order to transform the two buildings into a working police station. The Kilgore Building will need a significant remodel, there will be some work necessary to remodel the Gold Tailings building and a new driveway access will need to be completed between the two parking lots. City staff is in the process of selecting an architect and a construction manager to facilitate the design and construction processes. Staff's recommendation for an architect is being presented tonight as a separate item.

ATTACHMENT

Resolution No. 126-2009 including **(Exhibit A)** CEQA Findings.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 126-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE ACQUISITION OF PROPERTY FOR CITY POLICE FACILITIES; AND AUTHORIZING EXECUTION OF A CERTIFICATE OF ACCEPTANCE AND RECORDATION OF A GRANT DEED

WHEREAS, the City of Rancho Cordova (the "City") desires to acquire property that will be used accessory to a future police facility; and

WHEREAS, City staff have evaluated various options available and have presented for City Council details pertaining to the acquisition of real property 2880 Gold Tailings Drive ("Property") APN 072-0490-003; and

WHEREAS, the City has determined that the proposed Police Station Accessory Building use is consistent with the City's General Plan and General Plan EIR, and that no impacts would occur due to the property acquisition or the operation of the police facility that are peculiar to the project or parcel on which the project would be located (CEQA Guidelines Section 15183). Furthermore, that the proposed use is Categorically Exempt from CEQA as an existing facility (CEQA Guidelines Section 15301 Class 1). Existing facility status applies in this situation because the project involves no expansion of use beyond that existing at the time of this determination. See **Exhibit A**; and

WHEREAS, pursuant to Section 65402 of the Government Code, the City Planning Commission at its November 12, 2009 Planning Commission meeting reviewed the proposed purchase for consistency with the City's General Plan; and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or Certificate of Acceptance must be attached to any grant deed conveying an interest in real property to a government agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby:

1. Finds that acquisition of the Property is exempt from CEQA pursuant to CEQA Guidelines 15061(b)(3) and 15301.
2. Authorizes the City Manager and his designees to execute such other documents and to take other actions as necessary to consummate the transaction contemplated by this resolution, including without limitation, the payment of deposits as required pursuant to the Purchase Sale Agreement and the execution of contracts required in connection with the environmental evaluation and physical inspection of the property.
3. Consents to the execution of a Certificate of Acceptance and the recordation of a grant deed conveying the Property to the City upon close of escrow for the purchase of property.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Dan Skoglund, Mayor

ATTEST:

_____

Mindy Cuppy, City Clerk

EXHIBIT A

MEMORANDUM

DATE: November 24, 2009

TO: Honorable Mayor and Council Members

FROM: Planning Department

SUBJECT: **PURCHASE OF PROPERTY AT 2880 GOLD TAILINGS DRIVE, CEQA DETERMINATION MATERIALS**

Environmental Review

Project Title: Property Acquisition and Operation of Police Station Accessory Building
Location: 2880 Gold Tailings Court
APN: 072-0490-003
Zoning: Office Mixed-Use
Acreage: 0.87 acre
Existing Uses: 11,700 square foot, one story, commercial mixed-use building.

- 3,824 square foot office, (including lunch room, restrooms, etc)
- 6,150 square foot of warehouse
- 1,726 square foot of tech/assembly /area used for electronics fabrication

Anticipated uses:

- 3,150 square feet of light automotive (Police vehicle inspection, changing oil, tires and tune-ups)
- 3,000 square foot of general warehouse storage for PW
- 2,776 square feet of storage for PD
- 2,774 sq foot of office

The City of Rancho Cordova plans to purchase the above referenced property to be used as an accessory building for the Police Department. No modifications to the property or structures are proposed and no General Plan Amendment or rezone would be necessary to accommodate the proposed use. No new impacts beyond those analyzed in the City of Rancho Cordova General Plan Environmental Impact Report would occur in association with the proposed project as demonstrated below:

Aesthetics
The project site contains an existing structure in an urban setting. No impact would occur.

Agricultural Resources
The project site is located in an urbanized land with no surrounding agricultural uses. No impact would occur.

Air Quality
No construction air quality impacts would occur as no construction is proposed. Air quality impacts associated with operations were analyzed in the General Plan EIR. Since the project is consistent with the existing General Plan designation and zoning, no impact would occur.

Biological Resources
The project site is located in an urbanized area with no sensitive biological resources. No tree removal is proposed and no impact would occur.

Cultural Resources
The project site is located in an urbanized area and has been developed. No cultural or historic resources would be disturbed and no impact would occur.

Geology & Soils
The project site is developed with structures and no geologic, seismic or soil issues are present. No impact would occur.

Hazards & Hazardous Materials
The project site is in an urban area, is not within two miles of an airport or within ¼ mile of a school. The proposed project would not interfere with an adopted emergency response plan and is not in an area subject to wildland fire. Uses anticipated at the site may involve transport and disposal of used oil, but this is not anticipated to present a significant hazard to the public as handling of all such materials must be done in compliance with applicable local and state regulations. No impact is anticipated to occur.

Hydrology & Water Quality
The site is currently developed and would not result in a violation of any water quality standards, deplete groundwater supplies or recharge alter the existing drainage pattern of the site, increase runoff or place housing in a 100-year floodplain. The site is not subject to flooding nor any impacts associated with seiche, tsunami or mudflow. No impact would occur.

Land Use and Planning
The site is developed and the proposed use is consistent with the General Plan. No impact would occur.

Mineral Resources
The site has been developed and would have no impact relative to mineral resources.

Noise
No short-term construction noise would occur in association with the proposed project. Operational noise levels are anticipated to be consistent with allowable uses envisioned on lands designated Office Mixed Use.

Population & Housing
No impact on housing or dividing an established community would occur as the site is currently developed with non-residential uses.

Public Services
The proposed project is not anticipated to impact fire, schools or parks but would provide additional space for police operations. No impact would occur.

Recreation
The proposed project would have no impact on recreation.

Transportation/Traffic
Traffic generated in association with Office uses under buildout of the General Plan is shown in the table below. The trips generated were based on the assumption that all 11,700 square feet were developed as Office under the GP build-out. As shown, GP Buildout would result in more trips than would occur under the proposed uses.

GP Build-Out

Land Use (ITE Code)	Size		Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Office (710)	*per*	*KSF*	*11.01*	*88%*	*12%*	*1.55*	*17%*	*83%*	*1.49*
	11.7	KSF	129	16	2	18	3	14	17

Notes: ITE Code 710: General Office Building
Source: ITE *Trip Generation Manual*, 7th Edition, 2003.

Proposed Uses

Land Use (ITE Code)	Size		Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Light Automotive (942)	*per*	*KSF*	*15.86*	*65%*	*35%*	*2.94*	*50%*	*50%*	*3.38*
	3.150	KSF	50	6	3	9	5	5	11
Warehouse (150)	*per*	*KSF*	*4.96*	*82%*	*18%*	*0.45*	*25%*	*75%*	*0.47*
	3.000	KSF	15	1	0	1	0	1	1
Storage (150)	*per*	*KSF*	*4.96*	*82%*	*18%*	*0.45*	*25%*	*75%*	*0.47*
	2.776	KSF	14	1	0	1	0	1	1
Office (710)	*per*	*KSF*	*11.01*	*88%*	*12%*	*1.55*	*17%*	*83%*	*1.49*
	2.774	KSF	31	4	1	4	1	3	4
Total			**109**	**12**	**4**	**16**	**7**	**11**	**17**

Notes: ITE Code 110: General Light Industrial; ITE Code 150: Warehousing; ITE Code 710: General Office Building; ITE Code: Automobile Care Center
Source: ITE *Trip Generation Manual*, 7th Edition, 2003.

Utilities and Services Systems
The site is already developed and receives utilities and services. No impact would occur.

CEQA Determination

The City has determined that the proposed Police Station Accessory Building use is consistent with the City's General Plan and General Plan EIR, and that no impacts would occur due to the property acquisition or the operation of the Police facility that are peculiar to the project or parcel on which the project would be located (CEQA Guidelines Section 15183). Furthermore, that the proposed use is Categorically Exempt from CEQA as an existing facility (CEQA Guidelines Section 15301 Class 1). Existing facility status applies in this situation because the project involves no expansion of use beyond that existing at the time of this determination.

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Thomas L. Trimberger, Special Projects Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT BETWEEN THE CITY OF RANCHO CORDOVA AND CALPO HOM AND DONG ARCHTIECTS FOR ARCHITECTURAL DESIGN SERVICES FOR THE PROPOSED POLICE STATION AT 2897 KILGORE ROAD AND 2880 GOLD TAILINGS DRIVE IN AN AMOUNT OF $120,000**

RECOMMENDATION

Adopt resolution No.129-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City Manager to execute a contract with Calpo Hom and Dong Architects for architectural services related to the design and construction of a police station located at 2897 Kilgore Drive and 2880 Gold Tailings Drive.

BACKGROUND

The City is planning to relocate its police station from its current location to existing buildings at 2897 Kilgore Road and 2880 Gold Tailings Drive. The proposed work is for architectural design and construction project administration.

WORK TO DATE

Calpo Hom and Dong Architects was hired to do a suitability review of the building itself. The resultant space plan was developed following a study of Rockingham space allocation and iterations of meetings and reviews with both City and Police Department staff. The space plan was developed based upon maximizing the functionality of the space, considering workflow, adjacencies, space needs based upon input from City and Police staff. The proposed space plan does demonstrate that the building does fit the needs of the police station. Police Department staff are satisfied with the usability and functionality of the building as shown in the proposed space plan (**Attachment 1**).

City staff researched four local architecture firms that had experience with police stations. One firm did not express an interest in the work. A Request for Proposals (RFP) was issued by the City to the remaining three local architects who had demonstrated experience with Police Facilities. All three respondents demonstrated in their proposals that their companies possessed the necessary experience and ability to do the work. These three architectural

firms were subsequently interviewed by a panel consisting of City staff. The recommendation from the panel is to engage Calpo Hom and Dong architects for architectural services.

SCOPE OF WORK

Calpo Hom and Dong is proposing to do the complete architectural package, from site surveys to complete architectural drawings to follow-through project management during construction. Additionally, they propose to do LEED documentation to U.S. Green Building Council. The total cost of the contract is $120,000.

FISCAL IMPACT

Funding for the architectural package will be provided from the remaining proceeds of the Certificates of Participation issued in 2005.

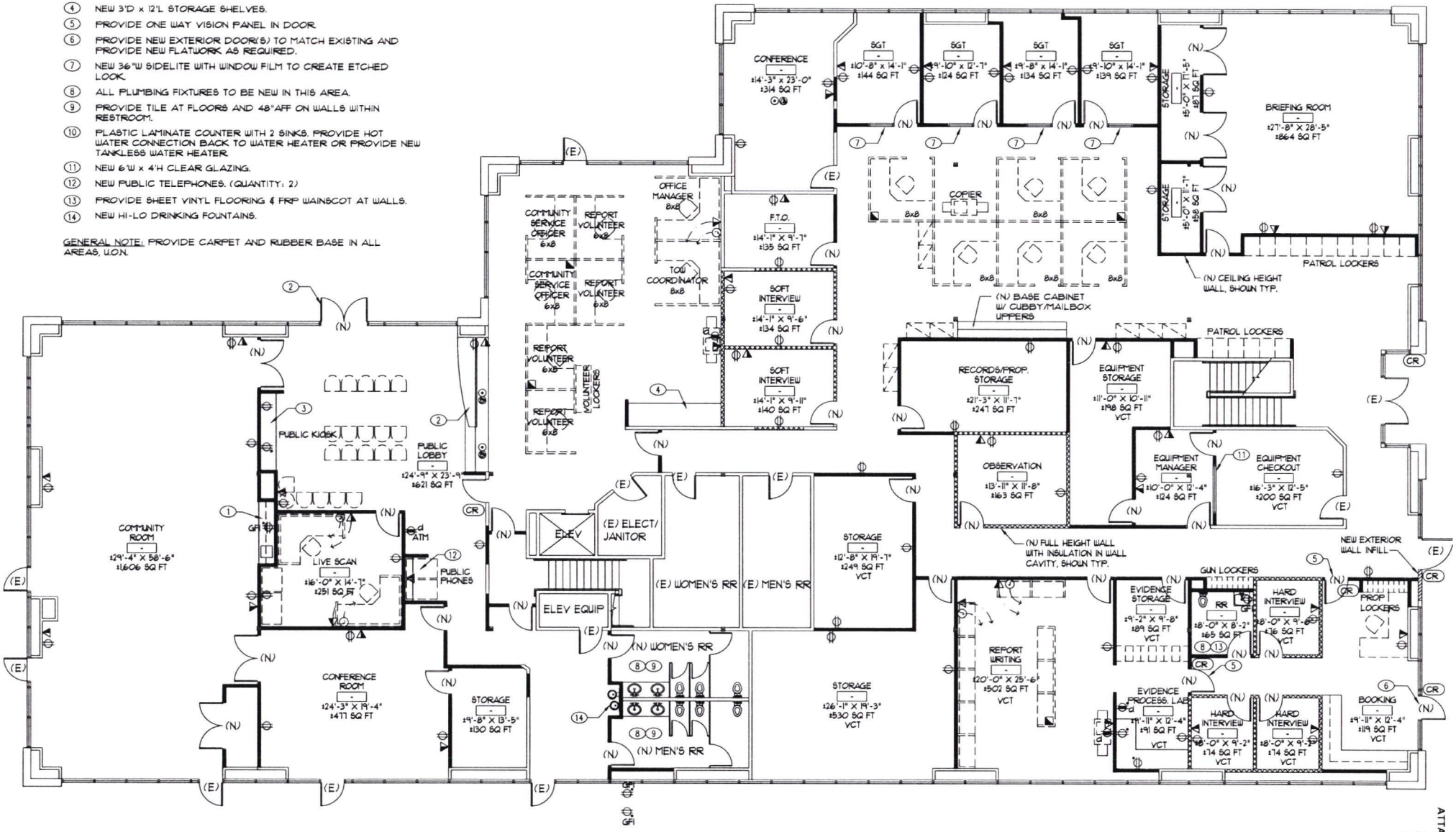
ATTACHMENTS

1. Space Plans
2. Resolution including **(Exhibit A)** Draft Contract No. 150-2009

KEY NOTES: ⓧ

1. NEW 8' LONG PLASTIC LAMINATE UPPER & LOWER CABINETS WITH SINK. PROVIDE HOT WATER CONNECTION BACK TO WATER HEATER OR PROVIDE NEW TANKLESS WATER HEATER.
2. NEW 30"H RECEPTION COUNTER WITH 42"H TRANSACTION TOP. PROVIDE BULLET PROOF GLASS ABOVE COUNTER.
3. NEW 24"D x 10'L PLASTIC LAMINATE COUNTERTOP.
4. NEW 3'D x 12'L STORAGE SHELVES.
5. PROVIDE ONE WAY VISION PANEL IN DOOR.
6. PROVIDE NEW EXTERIOR DOOR(S) TO MATCH EXISTING AND PROVIDE NEW FLATWORK AS REQUIRED.
7. NEW 36"W SIDELITE WITH WINDOW FILM TO CREATE ETCHED LOOK.
8. ALL PLUMBING FIXTURES TO BE NEW IN THIS AREA.
9. PROVIDE TILE AT FLOORS AND 48"AFF ON WALLS WITHIN RESTROOM.
10. PLASTIC LAMINATE COUNTER WITH 2 SINKS. PROVIDE HOT WATER CONNECTION BACK TO WATER HEATER OR PROVIDE NEW TANKLESS WATER HEATER.
11. NEW 6'W x 4'H CLEAR GLAZING.
12. NEW PUBLIC TELEPHONES. (QUANTITY: 2)
13. PROVIDE SHEET VINYL FLOORING & FRP WAINSCOT AT WALLS.
14. NEW HI-LO DRINKING FOUNTAINS.

GENERAL NOTE: PROVIDE CARPET AND RUBBER BASE IN ALL AREAS, U.O.N.



RANCHO CORDOVA POLICE DEPARTMENT — 2897 KILGORE - 1ST FLOOR — SPACE PLAN-REV 4 — 8/18/09

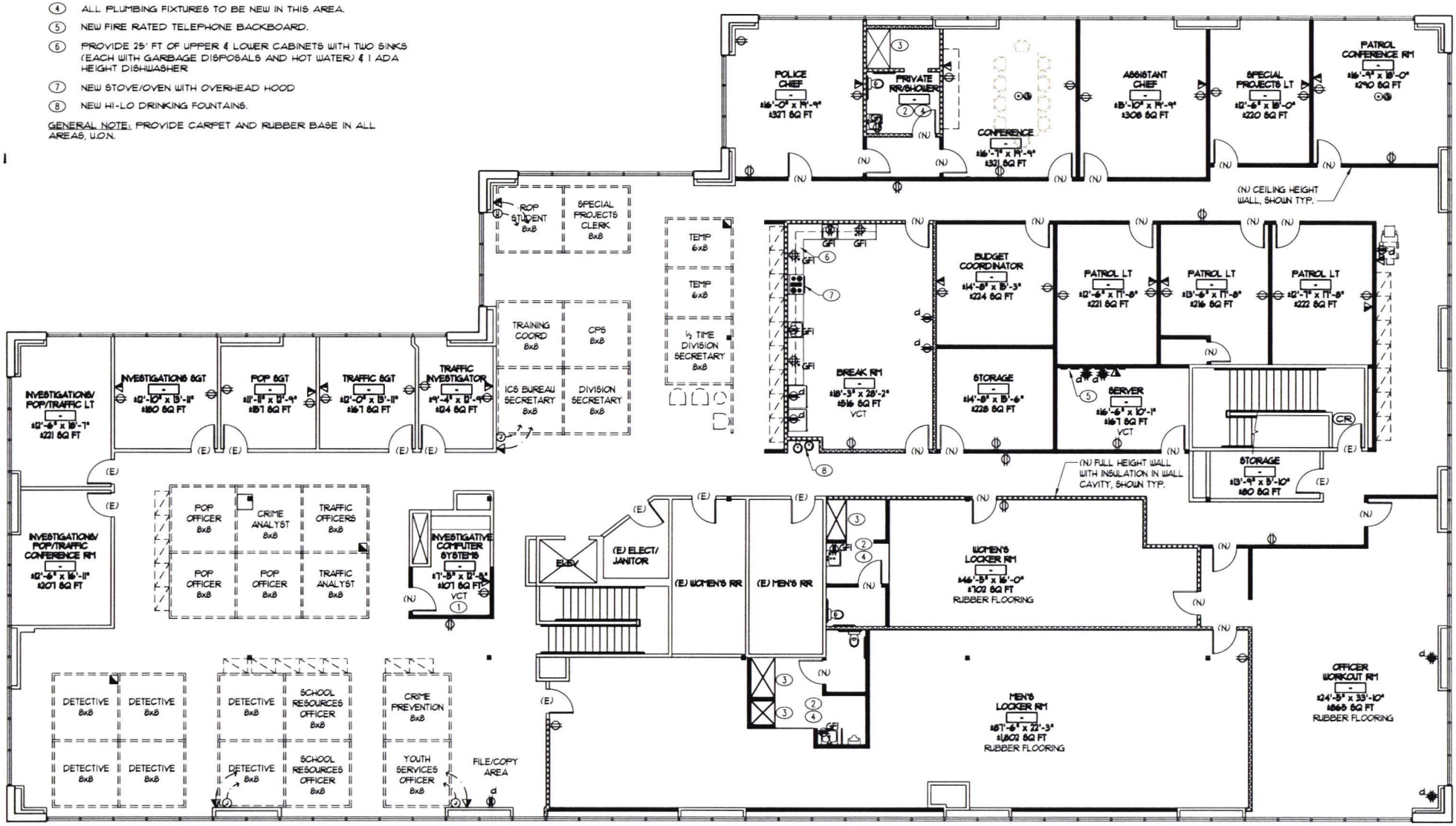
SCALE: 1/8" = 1'-0"

ATTACHMENT 1

KEY NOTES: (X)

1. PROVIDE 24/7 COOLING AT THIS ROOM.
2. PROVIDE TILE AT FLOORS & WALLS WITHIN RESTROOM/SHOWER AREA.
3. (N) SHOWER.
4. ALL PLUMBING FIXTURES TO BE NEW IN THIS AREA.
5. NEW FIRE RATED TELEPHONE BACKBOARD.
6. PROVIDE 25' FT OF UPPER & LOWER CABINETS WITH TWO SINKS (EACH WITH GARBAGE DISPOSALS AND HOT WATER) & 1 ADA HEIGHT DISHWASHER
7. NEW STOVE/OVEN WITH OVERHEAD HOOD
8. NEW HI-LO DRINKING FOUNTAINS.

GENERAL NOTE: PROVIDE CARPET AND RUBBER BASE IN ALL AREAS, U.O.N.



RANCHO CORDOVA POLICE DEPARTMENT — 2897 KILGORE - 2ND FLOOR — SPACE PLAN-REV 5 — 8/18/09

1/8" = 1'-0"

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 129-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH CALPO HOM AND DONG ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES

WHERAS, the City is planning to relocate its police station from its current location to existing buildings at 2897 Kilgore Road and 2880 Gold Tailings Drive; and

WHERAS, there is significant work to be done to transform the two buildings into a working police station; and

WHEREAS, the City of Rancho Cordova wishes to contract with Calpo Hom and Dong Architects for architectural design and construction project administration services for the proposed police station in an amount of $120,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a contract (**Exhibit A**) with Calpo Hom and Dong Architects, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

2 November 2009

Mr. Thomas Trimberger
Email: ttrimberger@cityofranchocordova.org
Special Projects Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: 916.851-8761

Re: Architectural Construction Document and Mechanical, Plumbing & Electrical Performance Specifications Services for Rancho Cordova Interim Police Station & Support Building.
Job No. 09322.00

Dear Mr. Trimberger:

Thank you for allowing Calpo Hom & Dong Architects, Inc. (CH&D) to present our qualifications and for allowing us to submit this interior architectural services proposal for The City of Rancho Cordova's (the Client) consideration.

Basic Scope of Work:

1) Site Tour(s) and Review and Supplement Client's Space Needs / Space Functions Program: Calpo Hom & Dong Architects, Inc. (CH&D) may meet with **The City of Rancho Cordova** executive staff to briefly validate the pre-established business directions of the City and its short and long-range business goals. During this initial meeting, the CH&D team may briefly validate the Client's business philosophies, areas of greatest growth potential, management styles, real estate philosophies and capital outlay directions.

CH&D may conduct site tour(s) of the proposed lease facilities as to visually observe the existing building interior condition(s). During this site tour CH&D may use the Client provided documentation of the existing facility as to note existing conditions.

CH&D may interview limited and selected representatives/spokes persons of each department being located within the headquarters facility to validate the existing Client provided square footage information for: staffing requirements (at move-in, 3 years, and 6 years); equipment requirements; shipping/receiving requirements; storage requirements; work flow methods; membership services, and individual departmental support facilities.

This is not a detailed Space Needs and Space Functions scope of work. The scope of work outlined is a brief overview, supplement and validation of the Client's existing Space Needs and Space Functions report evaluation.

FEE: Hourly with an allowance of Three Thousand Dollars ($3,000.00) plus reimbursable expenses.

2) Space Planning: *Calpo Hom and Dong Architects, Inc. (CH&D) understands the space plan had been completed for the approximate 30,000 sf, 2 story main police headquarters / administration building.* Additional space planning services are required for the approximate 12,000 sf maintenance support building.

CH&D shall meet with **The City of Rancho Cordova** (the Client) to establish the persons for project communications and validate the Client's program requirements. For the initial space planning meeting for the approximate 12,000 sf support building, CH&D's services may involve the creation of one (1) preliminary softline floor plans during the meeting(s) itself. The space plan may identify: wall locations, door locations, electrical/communications receptacle locations, basic footprint location(s) of the client's modular furniture systems (MFS) and any other client requested items.

Upon Client review of the approximate 12,000 sf support building initial space plans, CH&D may provide two revisions to the initial space plan.

• *2120 20th Street, Suite One • Sacramento, California 95818 • Telephone: 916/446-7741 Facsimile: 916/446-0457* •

Mr. Thomas Trimberger
Email: ttrimberger@cityofranchocordova.org
Special Projects Manager
City of Rancho Cordova

Re: Architectural Construction Document and Mechanical, Plumbing & Electrical Performance Specifications Services for Rancho Cordova Interim Police Station & Support Building.

A cadd drafted hardline floor plan of each shall be included in the basic fee. Additional space plan options and / or revisions over the above mentioned basic allowed shall be invoiced hourly as Supplemental Services.

FEE: Four Thousand Eight Hundred Dollars ($4,800.00) plus reimbursable expenses.

3) Architectural, Mechanical, Plumbing and Electrical Tenant Improvement (TI) Construction Documents (ArchCD) and Mechanical, Plumbing and Electrical Performance Specifications: CH&D shall develop Architectural TI construction documents and Mechanical, Plumbing and Electrical performance specifications for building permitting and the Client's pre-selected Construction Manager and / or General Contractor's bidding to sub-contractors.

CH&D's Architectural TI construction documents and Mechanical, Plumbing and Electrical performance specifications are pre-approved / select list general contractor bid type documents. CH&D's TI construction documents and performance specifications are designed to assist the pre-selected Construction Manager and / or general contractor with sub bidding but are not detailed with book specifications and are not "*public works - open hard bid*" type documents.

CH&D's Architectural TI construction documents and Mechanical, Plumbing and Electrical performance specifications include: cover sheet; floor plan(s) with wall legend, receptacle legend and dimensions; reflected ceiling plan(s) illustrating ceiling grids and general light placements; door schedule; finish type schedule (based upon finish selections and locations provided by the City of rancho Cordova); window schedule; exiting diagrams (if required to clarify exit paths and occupant loads); basic interior millwork elevation of breakroom millwork and pre-identified millwork (*from the existing approximate 30,000 sf space plan of the main police headquarters / administration building)* only; and general architectural construction details.

CH&D's Mechanical, Plumbing and Electrical performance specifications may describe the basic performance criteria of the Clients needs and any specialized mechanical, plumbing and electrical requirements. The performance Specifications will address requirements pertaining to: HVAC load requirements; HVAC zoning; HVAC duct distribution; mechanical details as needed; plumbing requirements and isometrics of new fixtures only; plumbing fixture performance; electrical lighting levels and controls; power & signal requirements; electrical panel schedules; and T-24 light calculations.

Within the basic CH&D's Architectural TI construction documents and Mechanical, Plumbing and Electrical performance specifications scope of work, CH&D shall assist the Client's Construction Manager and / or General Contractor with limited coordination of the Client's design-build fire sprinkler, alarm, surveillance, communications, cabling designers / engineers during their preparation of design-build construction documents.

The Client's design-build mechanical, plumbing, electrical, fire sprinkler, alarm, surveillance, communications, cabling designers / engineers shall be fully responsible for their respective scope of work, design / engineering solutions, CADD drafting, compliance with all applicable codes / regulations, resolve of plan check issues and full coordination with CH&D's Mechanical, Plumbing and Electrical performance specifications.

Where the City of Rancho Cordova requirements are unclear, it shall be the Client's general contractor and the Client's design-build engineer's responsibility to inform the Client and CH&D of the need for additional information prior to bid, purchase and / or installation.

Structural engineering (if required) is supplemental to CH&D's basic services fee.

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Re: Architectural Construction Document and Mechanical, Plumbing & Electrical Performance Specifications Services for Rancho Cordova Interim Police Station & Support Building.

Plan check submissions for governmental permits are Supplemental Services invoiced at CH&D's hourly rates. Resolve of architectural plan check comments are inclusive of basic services. Resolve of Client's design-build engineering plan check comments are Supplemental Services.

Plan check submissions for governmental permits are Supplemental Services invoiced at CH&D's hourly rates. Resolve of architectural plan check comments are inclusive of basic services. Resolve of Client's design-build engineering plan check comments are Supplemental Services.

FEE: Architectural Construction Documents (ArchCD): Forty Six Thousand Dollars ($46,000.00) plus reimbursable expenses.

MEP Performance Specifications: Five Thousand Five Hundred Dollars ($5,500.00) plus reimbursable expenses.

4) LEED CI Design and Documentation Services: CH&D may assist the Client and the Client's pre-selected Construction Manager and / or General Contractor in developing a LEED CI package for certification with the US Green Building Council. Services may include evaluation of credits and development of drawings for USGBC certification.

The Client's pre-selected Construction Manager and / or General Contractor and their design-build engineers shall be responsible for providing design and documentation assistance related to all mechanical, plumbing, electrical, fire sprinkler, alarm, surveillance, communications and cabling designs.

FEE: Twenty Five Thousand Dollars ($25,000.00) plus reimbursable expenses.

5) Limited Project Management: CH&D may provide limited project management services as requested by the Client at CH&D's hourly rates. This may include project meetings (up to 24 weekly meetings), project status reporting, response to RFI's, bidding assistance; payment request reviews, client representation, shop drawing / submittal review and limited plan revisions (as needed).

FEE: Hourly plus reimbursable expenses.
Suggested allowance of Thirty Five Thousand Dollars ($35,000.00)

6) Supplemental Services: CH&D may provide the following Supplemental / Extra services at their hourly rate when requested by the Client and/or the Client's General Contractor (but not limited to):

a) Building shell core design
b) Building shell sample tenant layout / USF and RSF analysis.
c) Tenant square logs and updates
d) Interior Millwork Elevations beyond what is included in basic services.
e) Revisions to Space Planning over two (2) revisions from the initial space plan.
f) Revisions to Space Planning during construction documents phase.
h) Barrier free access survey, corrective solutions & construction documents not within the scope of work.
i) Shop drawing/submittal review, construction administrative services and bid assistance.

7) Work Excluded: (but not limited to)

a) Civil, Structural, Environmental Engineering.
b) Mechanical, Plumbing, Fire Protection, Fire Alarm, Communications, Security and Electrical Engineering including T-24 Energy Calculations (Design-Build).
c) Acoustical Engineering.

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d) Toxic Survey.
e) Existing building code violations not within the Scope of Work and/or within the Client's usable area.

B) Optional - Interior Design Services:

CH&D scope of interior design services which are in addition to the Client's basic architectural space planning and TI architectural construction documents services scope of work. Interior design services listed below are services available:

1) Interior Design (ID): CH&D's interior design services may include: assisting the Client with colors, materials, finishes, finish patterns and light fixtures selections; detailing of flooring patterns; special detailing of ceilings, lighting patterns, the reception counter, lobby focus areas and conference areas; elevations and detailing of millwork; color/materials board for use in presenting to the client's staff; and general coordination with the client and/or general contractor for finish locations. Finish materials may not be limited to the building standard materials.

The Client understands CH&D's interior design services are supplemental to the basic architectural services and the interior design decisions by the client may affect the basic building tenant improvement allowance, field coordination and construction timeline.

Fee: Hourly + expenses.

2) Modular Furniture and Free Standing Furniture Bid Package Assistance (MFS): CH&D may assist the Client in conceptual layout of modular and / or free standing furniture. Services may include: the basic inventory of the Client's existing furniture to be reused; coordination with the Client's furniture refinishing vendor; selecting, basic foot print placement, basic specifying of the line and/or system of the furniture to be considered; basic bid package preparation and evaluation / recommendation of modular furniture systems / free standing furniture and/or vendor for the Client's new office quarters.

Services may include visiting local furniture vendor showrooms, creating standard work station layouts, assisting with the client's Request for Modular Furniture Systems / Free Standing Furniture (MFS/FSF) vendor Request for Proposals (RFP) and assisting the Client in evaluating MFS/FSF bids.

The Client's selected furniture vendor shall be completely responsible for (but not limited to): Confirmation of client's existing furniture to be reused; purchase order preparation; detailed parts lists; detailed installation floor plan of new and reused furniture / equipment final plan / and job site co-ordination of electrical / communications in locations / methodologies; installation scheduling; job site verifications for dimensions for installations; installation coordination new and existing MFS/FSF with the job site; full-time on-site coordinator during move day(s); and all furniture guarantees.

Fee: Hourly + expenses.

3) Moving Assistance: CH&D may provide services to conduct an existing facilities tour with the Client to assist the Client in identifying existing furniture to be reused at the new facility. The services may include tagging of existing furniture to be reused and identifying these items on a schematic existing furniture placement floor plan (final MFS/FSF placement plan shall be created by the Client's MFS/FSF vendor).

CH&D may provide assistance to the client with the development of a Request for Proposal (RFP) as to secure a content moving company, implementation / evaluation of the RFQ and award of the RFQ. CH&D

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City of Rancho Cordova

Re: Architectural Construction Document and Mechanical, Plumbing & Electrical Performance Specifications Services for Rancho Cordova Interim Police Station & Support Building.

may provide the services to conduct the initial meeting as to encourage the interface between the Content Mover and the new / existing MFS/FSF vendor's movers.

The Client's selected Content Mover shall be completely responsible for (but not limited to): Confirmation of Client's existing contents / furniture to be packed and reinstalled; purchase order preparation; detailed move program; installation scheduling; job site verifications for installations and content deliveries; containers; security of Client's contents during the process; full-time on-site coordinator during move day(s); and all guarantees.

Fee: Hourly + expenses.

C) Conditions of Services:

1) Hourly Rates*:

Alan C. Hom, AIA	President / PIC	$175.00/hr.
Karl Chan	Associate-In-Charge of Interior Architecture	$150.00/hr.
Debbie Kassis-Whitaker	Project Coordinator	$115.00/hr.
Wendy Okimura, CID, LEED AP	Sr. Designer / Project Captain	$115.00/hr.
Staff (TBD)	Interior Planner / Designer	$115.00/hr.
Staff (TBD)	CADD Support	$ 85.00/hr.

* Yearly updates to hourly rates increases are subject to annual yearly good faith negotiations.

2) Reimbursable Expenses: 1.10 x's cost printing, CADD plotting, deliveries, express mailing, governmental fees paid on the Client's behalf, etc.

3) Invoicing and Payment: CH&D shall invoice for the percentage of work completed within each phase on a monthly basis. Supplemental services and reimbursable expenses shall be invoiced monthly for the services incurred. Supplemental services and reimbursable expenses shall be separately itemized and invoiced in addition to the basic fee.

Payment is due upon presentation of CH&D's invoice. All amounts due past 30 days of the posted invoice date shall incur interest at 18% per annum on the unpaid balance. In the event the Architect's invoice is 30 or more days past due, CH&D reserves the right to stop all work on Client's project, with no penalty to CH&D, until the outstanding balance is paid in full.

4) Limits of Liability: The CH&D's total liability arising from error and omissions for all assignments in aggregate shall be limited to the CH&D's Basic Services fee or One Million Dollars ($1,000,000.00) which ever is greater.

In the event of any disputes, suits, actions or proceedings arising from or based upon the Architect's work and or the Architect's documents, both parties agree to make every effort possible to resolve issues through good faith mediation efforts prior to involving arbitration and/or attorney services to resolve the issues.

5) Professional Architectural Services: The Client recognizes the risks inherent in architecture, engineering, construction bidding and construction. The Client recognizes and accepts the conditions of governmental approvals, governmental interpretations of building codes, governmental interpretations of zoning codes, public utilities requirements, governmental and public utilities time schedules and civil courts interpretations of ADA guidelines are beyond and not within the purview and control of CH&D.

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CH&D's services shall be performed with the usual standard level of thoroughness and competence of the architectural profession. No warranty or representation, either expressed or implied, is provided.

6) Document Ownership: The Client recognizes the design concepts, design documents, construction documents and related correspondences are instruments of the Architect's (CH&D's) services. Ownership of these instruments of the Architect's services remains with the Architect.

In the event the Client utilizes CH&D's instrument of services with another entity, CH&D is entitled to equitable compensation.

In the event the Client utilizes CH&D's instrument of services with another entity, both the Client and CH&D agreement to indemnify one another for any and all errors and omissions arising from the use of use CH&D's instrument of services.

7) Termination of Professional Architectural Services: In the event the Client and / or CH&D wishes to terminate services, both parties agree to notice one another (in writing) 15 calendar days prior to termination of this agreement. Payment for CH&D's services completed to date shall be paid by the Client to CH&D within 45 days from the date of receipt of the written notice of termination of services. Upon CH&D's receipt of the Client's payments for CH&D's services rendered to date, CH&D agrees to issue one copy of the design documents completed to date.

Mr. Trimberger, again thank you for this opportunity present Calpo Hom & Dong Architects, Inc.'s scope of work and fee to **The City of Rancho Cordova.** As always, should you have any questions or comments, please do not hesitate to call.

Sincerely:
Calpo Hom & Dong Architects, Inc.

Loangle Newsome, AIA
Principal Partner | Architect, C22048

c.c. Jill Haw, CH&D Associate / Controller
Karl Chan, CH&D Associate-In-Charge Interior Architecture
Project file

• *2120 20th Street, Suite One • Sacramento, California 95818 • Telephone: 916/446-7741 Facsimile: 916/446-0457* •

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: **SOUTH SACRAMENTO HABITAT CONSERVATION PLAN**

RECOMMENDATION

Adopt Resolution No. 130-2009.

RESULT OF RECOMMENDED ACTION

Council action will affirm Council's continued support of the South Sacramento Habitat Conservation Plan (SSHCP) and directing City staff to continue participating within and supporting SSHCP preparation.

BACKGROUND

Efforts on the South Sacramento Habitat Conservation Plan (SSHCP) and the associated Clean Water Act Permits (Wetlands Permits) are continuing and moving toward completion in 2011. An update presentation for elected officials of the local agencies seeking permits has been prepared and a hard copy of the presentation is attached for Council review.

In addition to providing this update, the SSHCP working group is requesting that each of the local agencies adopt a resolution confirming their support of the SSHCP effort and their willingness and commitment to continue participating in preparation of the SSHCP and related Wetlands Permits.

ATTACHMENTS

1. SSHCP Status Presentation
2. Resolution 130-2009

AGENDA ITEM 8.6

The South Sacramento Habitat Conservation Plan (SSHCP)



Cities of Rancho Cordova, Elk Grove, & Galt, Sacramento County, Sacramento County Water Agency, & Sacramento Regional County Sanitation District

ATTACHMENT 1

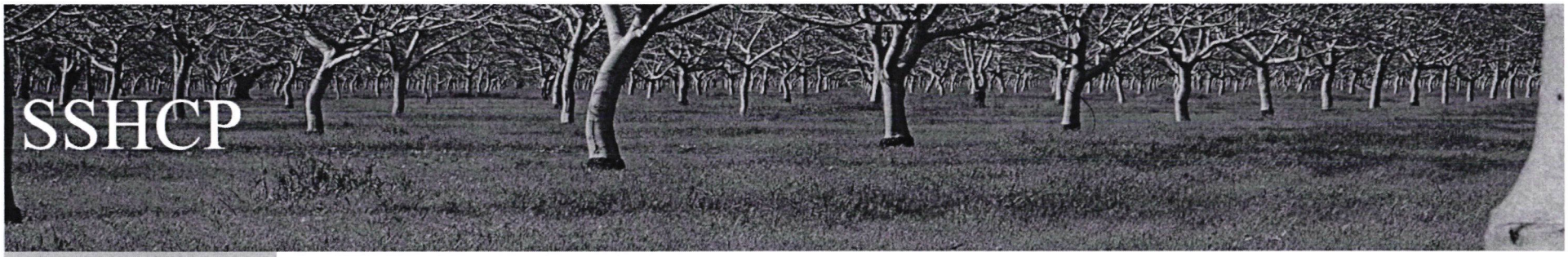
Freeport Project ESA Requirements

- Freeport Biological Opinion:
  - covers project construction, but
  - requires additional ESA compliance before water service can be provided to new development



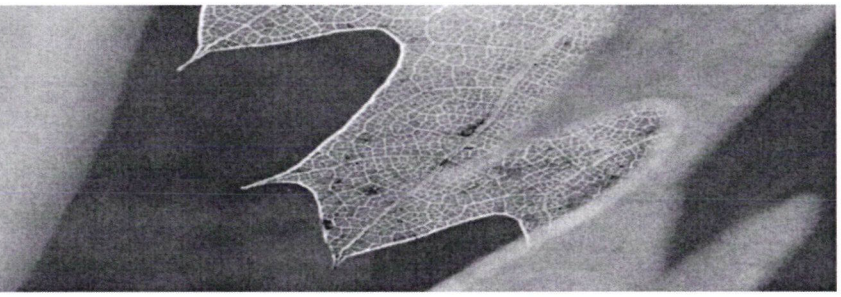
Freeport Project Timing

- 2 ways of achieving ESA compliance:
  - Compliance with an adopted HCP, or
  - Written confirmation of ESA compliance from FWS for each new development project prior to water delivery



HCP

- Goals:
  - Regional strategy for conservation areas and development areas
  - Predictable, streamlined permitting process
  - Defined mitigation requirements
- Drafting – cooperative effort:
  - Local Agency Working Group
  - City/County Management Team



Engaging Permitting Agencies

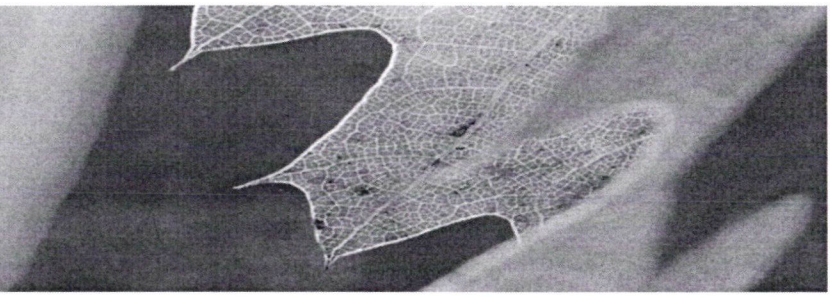
- FWS, DFG
- Corps, EPA & Regional Board
- Agency staff working together with Project Partners' staff
  - Designated staff teams
  - Small group technical meetings
  - Policy-level engagement

SSHCP

Conservation Strategy: Underlying Assumptions

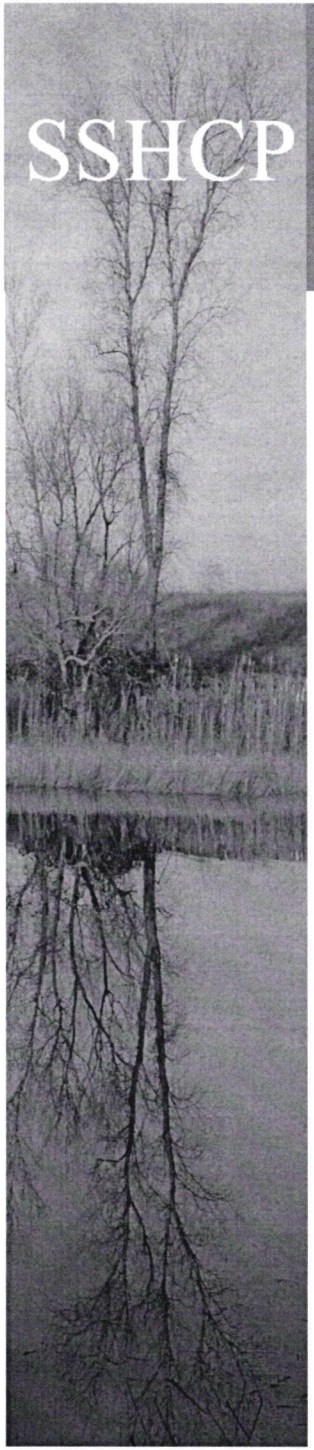
- Species depend on habitats
- Conservation of adequate amounts of suitable habitat will conserve species





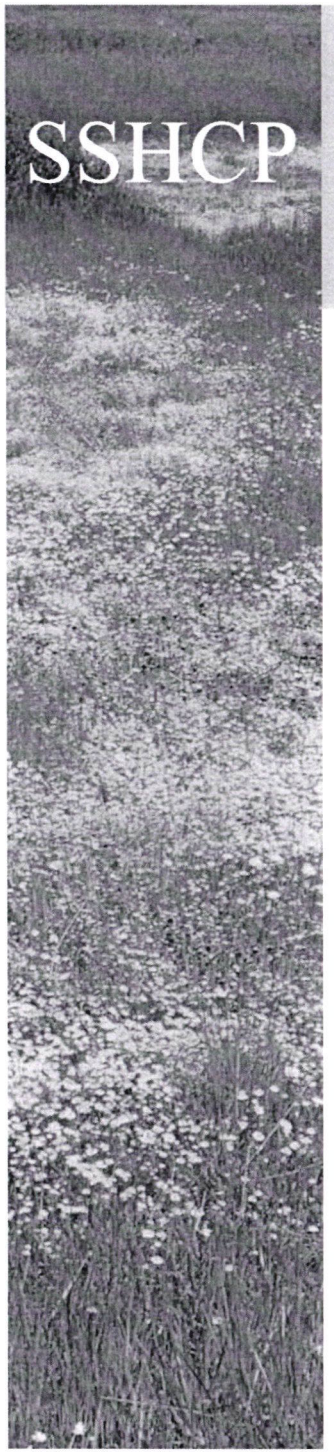
Developing the Conservation Strategy

- Identify target species
- Identify habitat types in Plan area
- Determine what species will be affected by loss of habitat
- Determine types & amounts of habitat to be conserved



HCP Status

- Preliminary draft HCP provided to Steering Committee for input
  - Ch. 1 – Introduction/overview
  - Ch. 2 – Physical Resources
  - Ch. 3 – Land Use
  - Ch. 4 – Covered Activities
  - Ch. 5 – Impact Analysis
  - Ch. 6 – Conditions on Covered Activities
    - Compliance Determinations
    - Project Design features and requirements
    - BMPs and LIDs



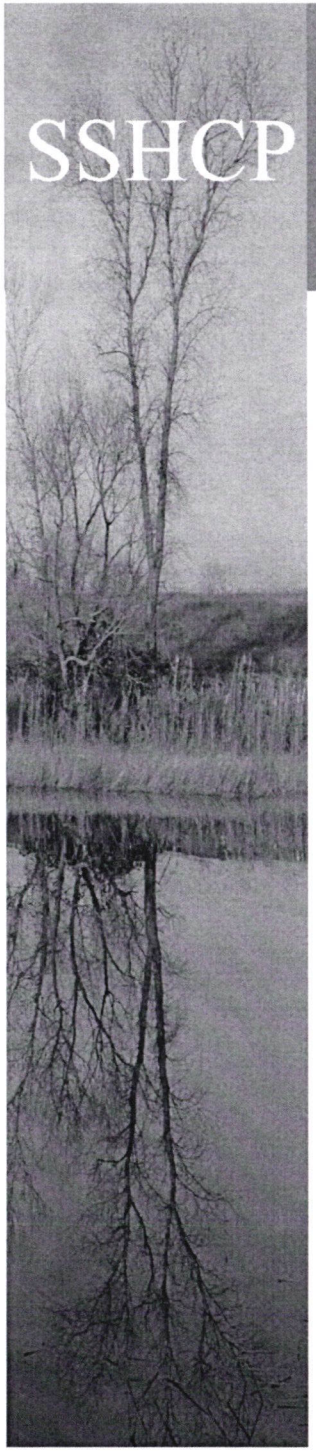
HCP Status

- Preliminary draft HCP provided to Steering Committee for input
  - Ch. 7 – Conservation Strategy
  - Ch. 8 – Monitoring & Adaptive Management
  - Ch. 9 – Plan Finances & Economics
  - Ch. 10 – Implementation
- Comments under consideration; LAWG will revise HCP as appropriate



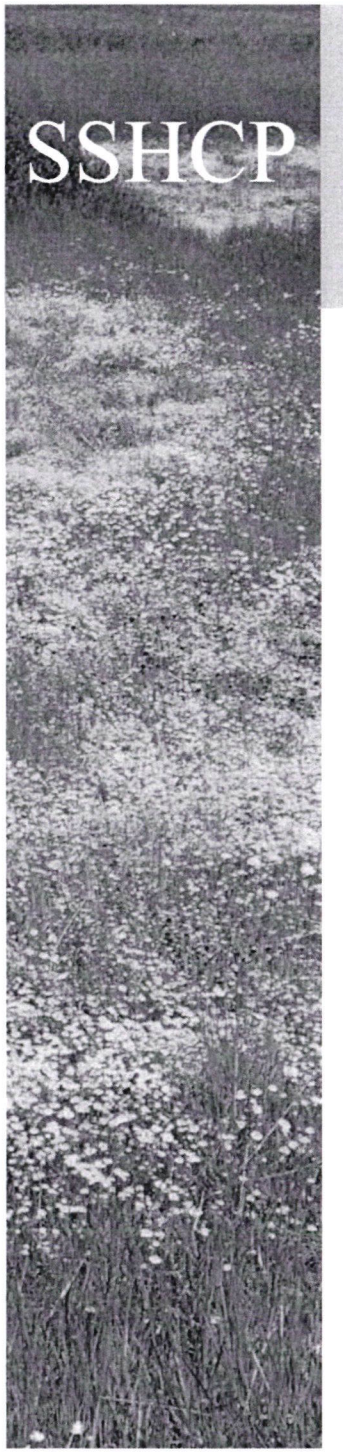
HCP Status

- Meetings with potentially affected large landowners
- Project Partners working to refine Plan economics & finances
  - Economic Subcommittee



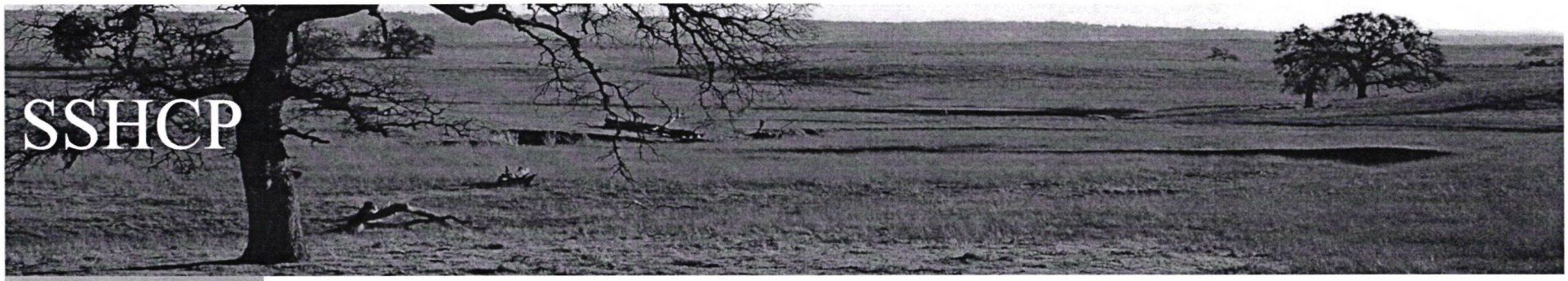
Integrated Processes

- Coordinating HCP with 404/401 process
- EIR/EIS
  - "whole of the project"
  - LEDPA analysis



404/401 Streamlined Process

- Vernal Pool-driven plan
- Importance of coordinating FWS/DFG and ACE/EPA/Regional Board permitting processes
- Integrated permitting



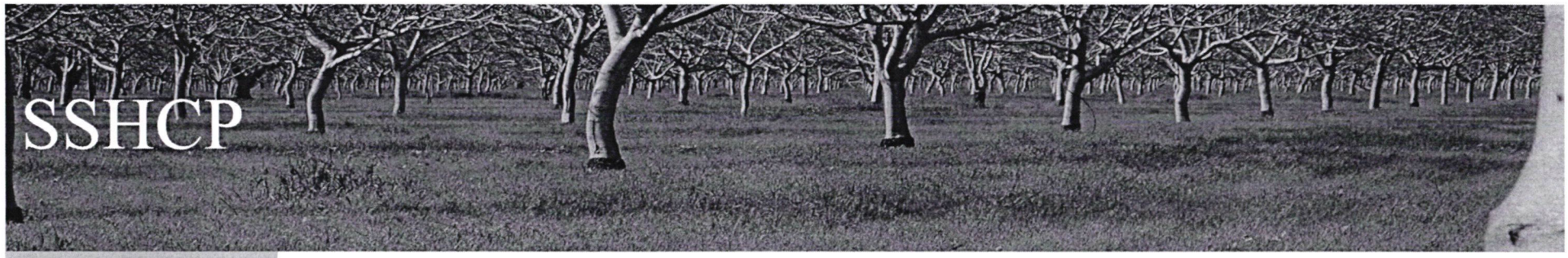
404/401 Proposal Components

- Programmatic General Permit/Letter of Permission
- Wetlands Ordinance



Goals of 404/401 Process

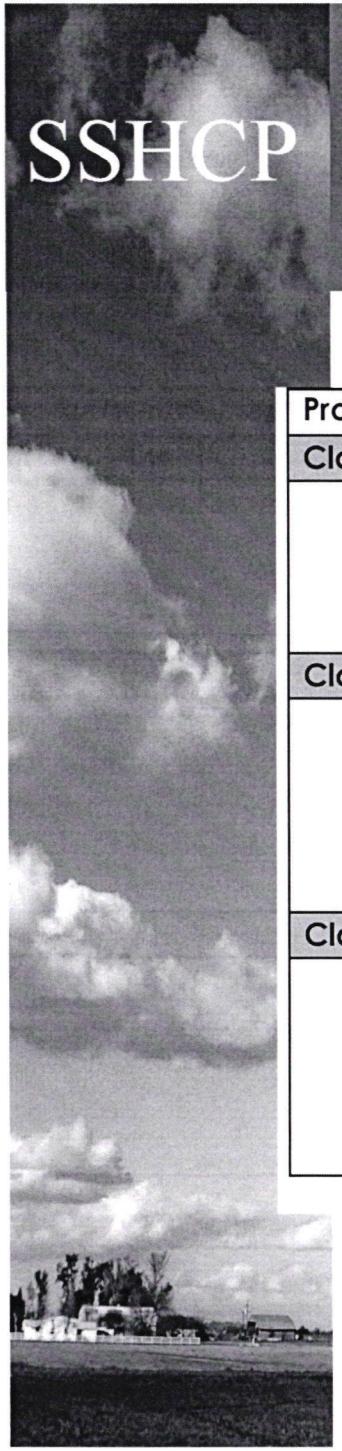
- Streamlined, reliable CWA permitting process for projects that comply with the HCP
- In-lieu mitigation fee payment program
- Elimination of burdensome and redundant regulatory processes
- Incorporate the PGP/LOP process into the CEQA/NEPA document



Programmatic General Permit

- 3 classes proposed
- As impacts increase, more requirements
- Thresholds remain to be determined

SSHCP Example of 404 Permitting Process



Programmatic General Permit - Permit Issued by Local Jurisdiction - Minimum Effect	
Class 1	▪ **Fill ≤x acre, z lf**
	▪ Application submitted with HCP compliance application ▪ Wetland delineation/ impact Map ▪ Minimum fee ▪ Minimum agency noticing
Class 2	▪ **x acre < Fill <y acre, <z lf**
	▪ Application submitted with HCP compliance application ▪ Verified wetland delineation/impact map ▪ Significant resource avoidance and minimization ▪ Fee or land dedication ▪ 14 day agency noticing
Class 3	▪ **x acre<Fill< y acres, <z lf**
	▪ Application submitted with HCP compliance application ▪ Verified wetland delineation/impact map ▪ Significant resource avoidance and minimization ▪ Fee or land dedication ▪ 30 day agency noticing







Letter of Permission

- 4th category – permit issued by Corps
- Expedited Letter of Permission process
  - September 17, 2009 Notice re Sacramento District LOPs

SSHCP Example of 404 Permitting Process

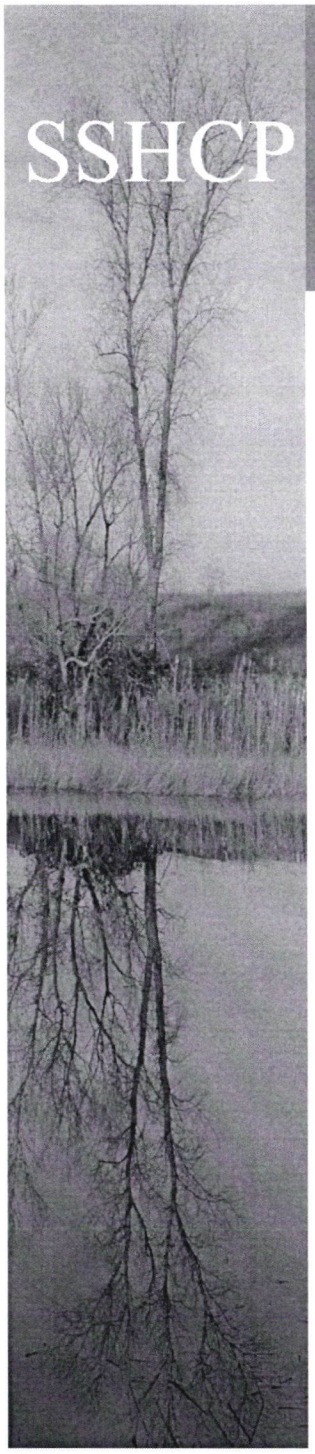
Permit Issued by ACE

Class 4	▪ **Greater than Class 3**
	▪ Expedited Letter of Permission (LOP) ▪ On-site alternative analyses ▪ Vetted through Implementing Entity and Agency Oversight Committee ▪ May require additional NEPA analysis, tiering from EIS ▪ Three (3) month permitting processing

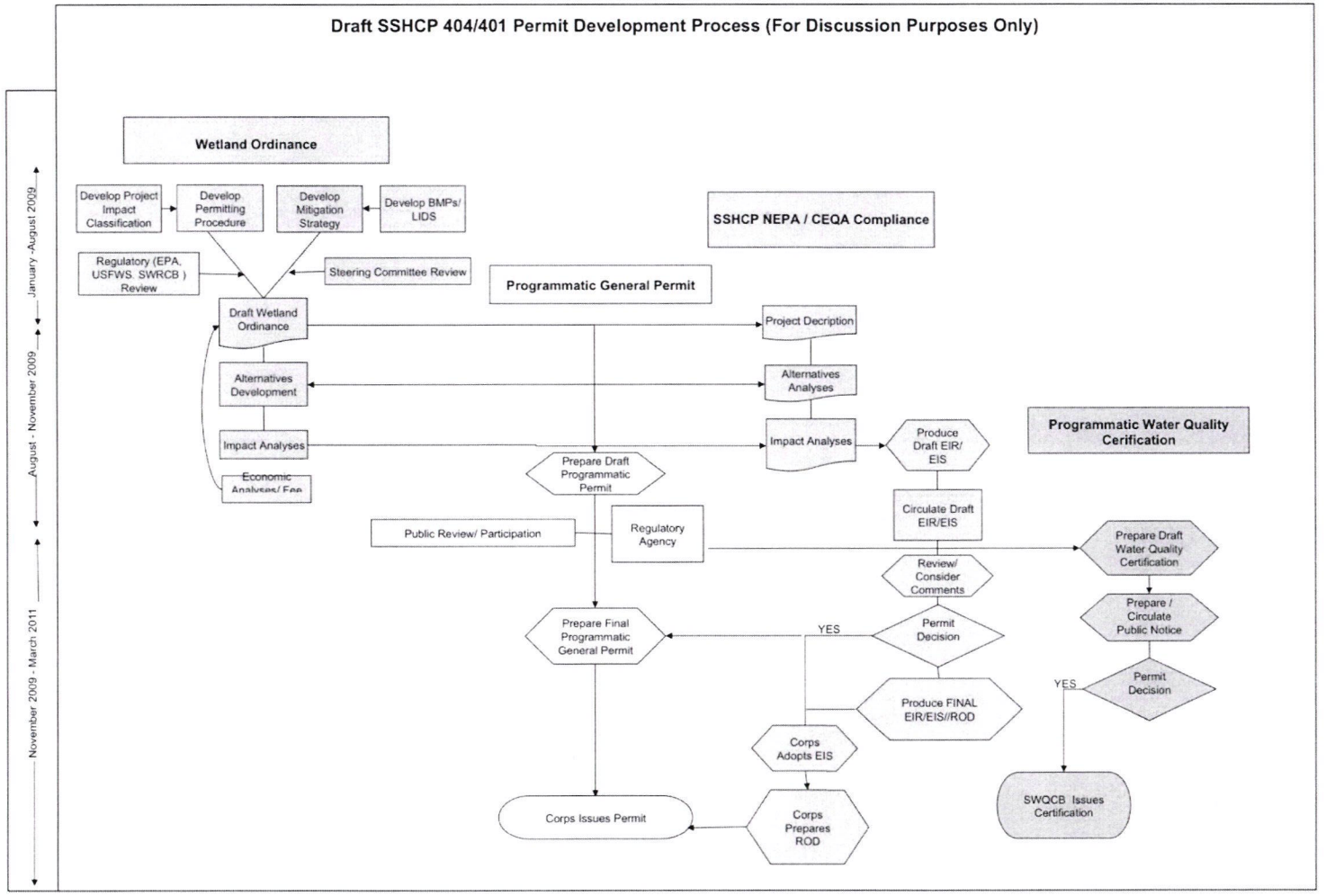


Goals of Wetland Preservation Ordinance

- No net loss in the quantity and biological diversity of wetlands and associated buffers, and
- Incorporate wetland protection into the land use planning and management and development approval procedures

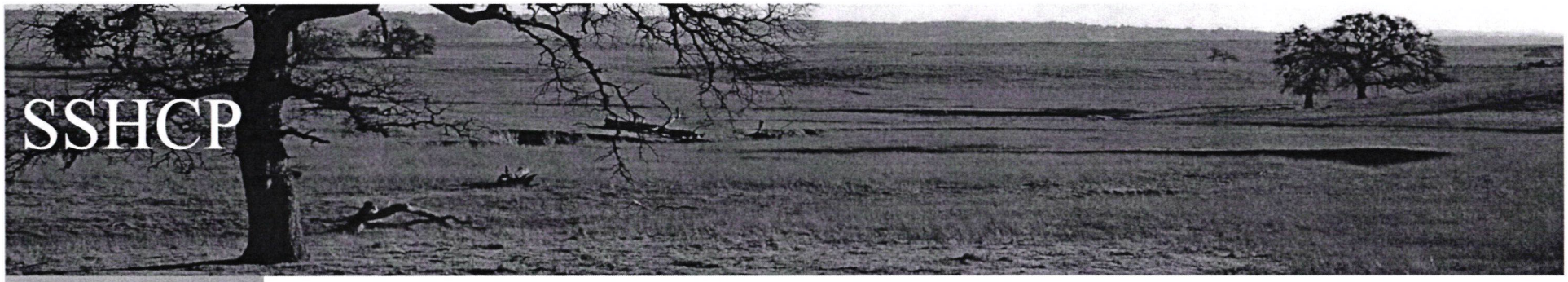


SSHCP Proposed Process



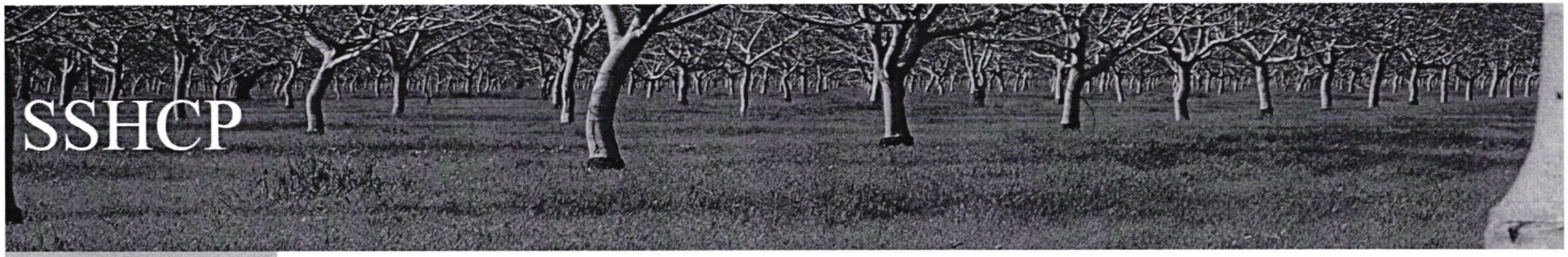
Implementation – 404/401

- Promotes regional watershed approach to wetland preservation and reduces creation of postage-stamp preserves
- Complements the goals of the SSHCP, and
- Protects the quality and quantity of waters in the Plan Area.



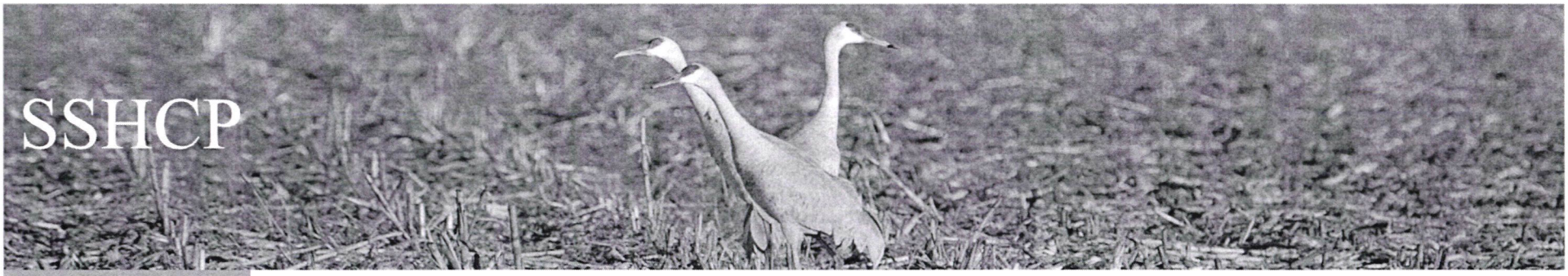
Progress

- Congressional briefings
  - August 19 - Rancho Cordova
  - September 22 - Washington, D.C.



Spheres of Influence

- Current SOIs have been included in the Urban Development Area and the Plan's calculation of Take.
- Elk Grove & Galt anticipate amending their SOIs.



Wetland Ordinance

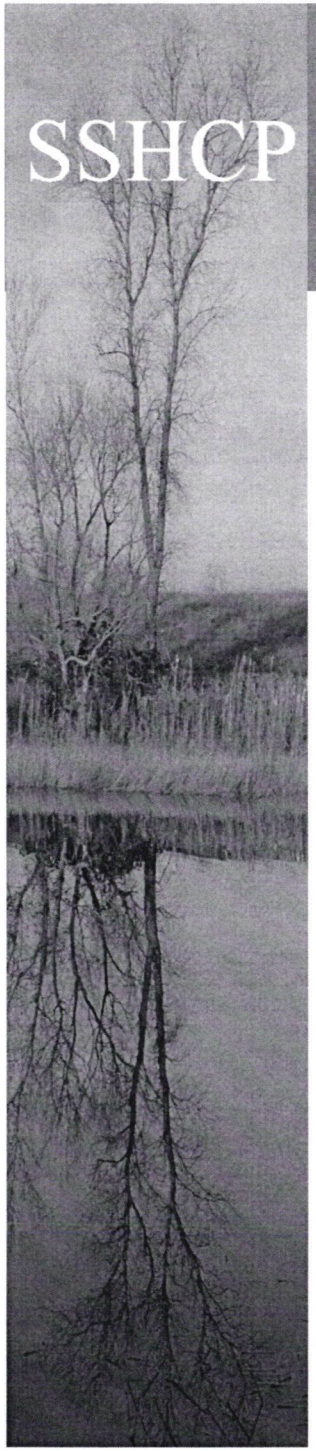
- Being developed
  - Consideration by 404 Subcommittee
- Incorporation of BMPs/LIDs

SSHCP

SOI Language

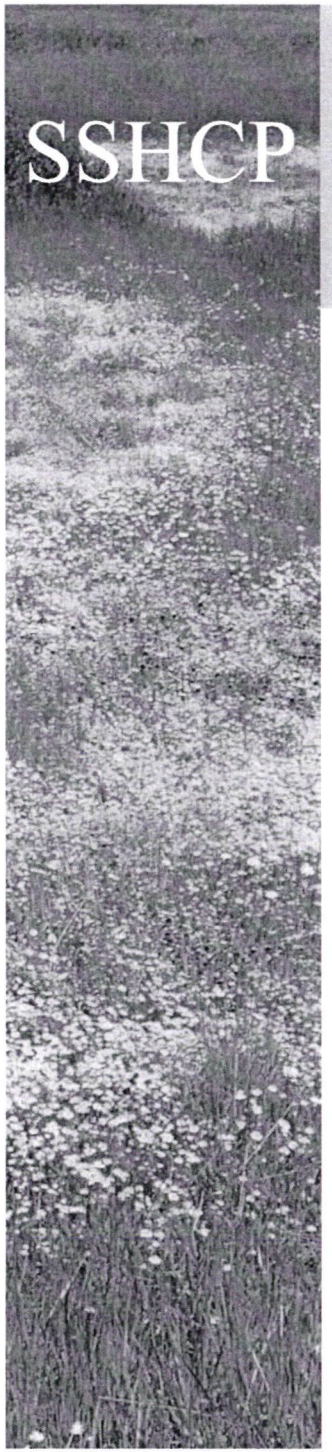
- "Upon annexation of the SOI, Take from Covered Activities within the SOI will be Authorized Take under the Federal and State Permits, and the SOI will thereafter be deemed to be within the UDA for purposes of the SSHCP. Subsequently, all references to the UDA in this Agreement and the SSHCP will be deemed to include the SOI, and all provisions of this Agreement, the SSHCP, and the Federal and State Permits that apply to the UDA will apply to the SOI."





Folsom "Area of Concern"

- Area south of existing Sphere of Influence
- Divided into subzones to clarify location of future SSHCP preserves
- Development of language for inclusion in HCP



Plan Language

- Recognizes that areas such as the area south of Folsom's current SOI may develop during the Plan's timeframe
- "While the SACOG Preferred Blue Print Scenario has no land use authority, it does provide an indication of the potential for urbanization in areas of the County covered by the SSHCP within the 50-year permit timeframe. However, the SSHCP only provides Take authorization for certain specified activities (the "Covered Activities"). The SSHCP itself does not permit or authorize those activities, nor does it preclude the undertaking of activities that are not Covered Activities because the Plan has no effect on land use designation or regulations."



Next Steps

- Preliminary draft of Chapters 7 – 10 of HCP have been released for public input
  - Biological Subcommittee
  - Steering Committee
- Consider comments received & revise HCP as appropriate
- Prepare Implementing Agreement
- Prepare Draft HCP & finalize maps



Next Steps

- Release draft wetlands ordinance for public input
  - 404/401 Subcommittee
- Prepare Draft EIR/EIS

CITY OF RANCHO CORDOVA

RESOLUTION NO. 130-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AND DIRECTING CITY STAFF TO CONTINUE PARTICIPATING IN THE PREPARATION OF THE SOUTH SACRAMENTO HABITAT CONSERVATION PLAN

WHEREAS, the South Sacramento Habitat Conservation Plan's diverse group of landowners, environmentalists, citizens' groups and local governments have determined that the establishment of a Habitat Conservation Plan will provide important regional benefits; and

WHEREAS, the SSHCP will ensure protection of a broad spectrum of native species and categories of habitat; and

WHEREAS, the SSHCP will facilitate long term land-use planning and implementation which realizes key community objectives; and

WHEREAS, the establishment of an HCP is an essential component of effective water use and water availability for the Sacramento County Water Agency (Zone 40 and 41); and

WHEREAS, a regional, programmatic approach to Clean Water Act permitting provides both cost and functional efficiencies; and

WHEREAS, the creation of an HCP facilitates a regional and collaborative approach to the evolution of our broad community; and

WHEREAS, dozens of community members have actively participated in the creation of an HCP for more than a decade; and

WHEREAS, those participants are united in their desire for a realization of an HCP that will help ensure our regional community evolves in a thoughtful and planned manner;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA has reviewed the presentation on the current status of this effort; and

BE IT FURTHER RESOLVED that the staff participating in the Local Agency Working Group and the City/County Management Team should proceed with the completion of a draft Habitat Conservation Plan and draft documents related to a regional programmatic approach to Clean Water Act permitting.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Dan Skoglund, Mayor

ATTEST:

_____

Mindy Cuppy, City Clerk

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Department
Donna Silva, Finance Department

SUBJECT: **RESOLUTIONS AUTHORIZING THE CITY OF RANCHO CORDOVA TO PARTICIPATE WITH SACRAMENTO MUNICIPAL UTILITIES DISTRICT AND THE COUNTY OF SACRAMENTO IN PURSUIT OF STATE ENERGY PROGRAM GRANT FUNDING APPLICATIONS**

RECOMMENDATION

1) Adopt Resolution No. 127-2009 authorizing the Sacramento Metropolitan Utility District ("SMUD") to apply for State Energy Program ("SEP") Funds from the California Energy Commission ("CEC") on behalf of the City and its residents;
2) Adopt Resolution No. 128-2009 authorizing Sacramento County (the "County") to apply for SEP funds from the CEC on behalf of the City and its residents.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 127-2009 will allow the City to partner with SMUD in seeking a State Energy Program Grant. Participation with the grant, if awarded, will allow Rancho Cordova residents to receive substantial rebates and incentives from SMUD for energy efficiency retrofits to their homes.

Adoption of Resolution No. 128-2009 will allow the City to partner with Sacramento County as lead applicant for purposes of qualifying for a separate State Energy Program Grant. Participation with this grant, if awarded, will provide funding for implementation, marketing and administration for the CaliforniaFIRST Program.

BACKGROUND

As part of a public hearing agenda item tonight with the proposed adoption of Resolution No. 125-2009, your Council was presented with program specifics relating to the CaliforniaFIRST Statewide AB 811 Financing Program (the "Program") that will not be repeated here. The actions for consideration in this item are two complimentary applications to the California Energy Commissions' State Energy Program to be submitted by SMUD and the County of Sacramento. The SMUD application is generally referred to as the SEP2 application and the collaborative application being submitted by Sacramento County is referred to as SEP1.

SEP2 Application - SMUD on behalf of SREA Home Performance Program Application

The City of Rancho Cordova has been cooperating with the Sacramento Regional Energy Alliance (SREA) and SMUD. As a result of this inter-agency cooperation, SMUD, on behalf of the Sacramento Regional Energy Alliance, (SREA) is seeking $17,000,000 in State Energy Program grant funding to support the expansion of its Home Performance program. The SEP grant is a competitive grant made available through the Energy Efficiency and Conservation Block Grant (EECBG) program and the American Recovery and Reinvestment Act (ARRA).

SMUD is the lead applicant which would apply for the grant on behalf of SREA, receive funding and administrate the program.

SMUD and SREA have planned and budgeted the implementation of a contractor-model Home Performance with Energy Star qualified program to start in January, 2010, targeting 1,024 homes over two years. SEP funding will enable SMUD and the SREA to transform the planned niche program into a much more accessible program, retrofitting and/or providing Home Energy Rating System Phase II audits to 17,650 homes through the following strategic approaches:

- Removal of customer and contractor participation barriers and development of a comprehensive marketing plan to garner 5% program market penetration in two years.
- Leverage of AB811 property tax based financing marketing.
- Working with a Building America Grant recipient to implement a neighborhood approach to home retrofits, testing energy efficiency packages at volume-discount prices.
- Piloting a comprehensive multi-family retrofit model, providing escalating performance-based incentives to overcome owner-tenant barriers.
- Establishing a sustainable market for home energy ratings and evaluations in existing homes under the new HERSII regulations.
- Improving the quality of installations for Community Resource Project low-income weatherized homes and Sacramento Housing Redevelopment Agency Neighborhood Stabilization Program moderate-low income renovated foreclosed homes by providing HERSII audits and ratings.
- Coordination with Los Rios Community College District to develop a SMUD green academy, training contractors in auditing, building performance science and more.

Staff is recommending in this item that Council approve Resolution No.127-2009 authorizing the Sacramento Municipal Utility District to accept a grant award on its behalf and to enter into all necessary contracts and agreements, and amendments thereto, on its behalf to implement and carry out the project/s involved.

Grant Participants

The team includes members of a multi-dimensional and multi-jurisdictional consortium, the Sacramento Regional Energy Alliance (SREA). SREA was formed to improve energy efficiency and solar participation in our region and develop unified approaches to

economic recovery and job creation. The SREA consist of the SMUD, County of Sacramento, Cities of Sacramento, Rancho Cordova, Citrus Heights, Elk Grove, Folsom and Galt, LRCCD, Sacramento Employment and Training Agency, CRP, SHRA, Pacific Gas & Electric and Valley Vision. SMUD is the lead for this application with funds intended to be sub granted to California Building Performance Contractors Association (CBPCA), CRP and Build it Green (BIG). The Cities of Sacramento, Elk Grove and Folsom, as well as the County of Sacramento have contributed to this proposal through Energy Efficiency and Conservation Block Grant (EECBG) funds. All partners in the consortia will participate in promotion and marketing of the HP program. The consortium and this proposal are supported by the CARB and the Sacramento Area Council of Governments (SACOG).

Major anticipated impacts include the development of 185 new jobs. Training programs will focus on contractors and construction workers, the workforce hit the hardest by the economic downturn and housing crisis. The Program will save energy, including peak, and reduce GHG emissions.

SEP1 Application - Sacramento County on Behalf of CaliforniaFIRST Statewide AB811 Financing Program

As previously mentioned, your Council is also hearing tonight about program specifics for the CaliforniaFIRST Statewide AB 811 Financing Program. That pilot program will create an assessment district whereby commercial and residential owners can finance the upfront costs of renewable energy, energy efficiency projects, and repay the amount financed on their property tax bill over 20 years. There are costs associated with participating in this pilot program for which the SEP1 grant application is being submitted to the CEC to cover some of these costs. The funding for this grant is also from the American Recovery and Reinvestment Act (Stimulus Bill) funds.

The County of Sacramento is acting as the lead agency in submitting the grant application which is a collaborative effort of 14 Counties and nearly 150 Cities with Ecology Action and Renewable Funding as partner grant writers. If successful in this grant request for $16,000,000 (statewide), the funds will be used to offset initial fees associated with bond issuance, start-up costs for the participating Counties and incorporated Cities, an interest rate buy-down, local marketing / education / training / outreach, local coordination, and grant administration to support the launch of the CaliforniaFIRST municipal financing program.

Staff is recommending in this item that Council approve the Resolution No. 128-2009 authorizing Sacramento County to submit the collaborative application on its behalf to the CEC. The Resolution also authorizes the County to accept a grant award on its behalf and to enter into all necessary contracts and agreements, and amendments thereto, on its behalf to implement and carry out the program for financing the projects described in Exhibit A to Resolution No. 128-2009.

Statewide, the application is requesting approximately $16 million dollars to be used for the following purposes:

- Buy-down the interest rate on the initial round(s) of projects financed by the CaliforniaFIRST program;

- Fixed costs associated with initial bond counsel, bond disclosure, fiscal agent and bond rating;
- Legal costs and validation costs of the financing district;
- Deployment of technology (web portal) to support local programs;
- Grant/Contract Administration & Steering Committee Liaison;
- Regional program coordination and marketing.

Of the $16 million, $1.8 million is to be allocated to the Capital Region which includes Sacramento and Yolo Counties, and participating cities within.

FISCAL IMPACT:

In the interests of submitting competitive grants, funding is leveraged to demonstrate the strength of the proposal and sustainability of the programs being implemented. The leveraging can be a combination of funding and in kind services.

Staff has previously recommended in public hearing agenda item on the Resolution to Join CaliforniaFIRST, an allocation of $12,500 of EECBG money to cover the required start-up costs. As part of the SEP1 application, staff is recommending providing additional funding in the amount of $50,000 of EECGB money as leverage funding for the application to cover local training, administration, marketing and advertising.

For the SEP2 application, there is only a nominal financial commitment from the City in order to participate in the program. The City will be providing "in kind" services that can be used toward leveraging resources in the application. The City is committing to the following contributions. These include links to the City's website, publication in "City Views", creating a Rancho Cordova brochure and distribution of materials ran in the City's various outreach events. It is estimated that the cost to perform these services is expected to be approximately $7,000.

City Council directed staff at its September 9 workshop, to allocate funds from the Energy Efficiency Block Grant (EECBG) program to the five specific projects. These are: Cool Roof at 2897 Kilgore Road; a "Virtual Desktop" project; City Hall Submetering; Improvements to the Village Green Electrical System; and a Hagan Park Electrical Service Upgrade. Staff has been working on these projects in order to provide additional documentation to the Department of Energy.

City staff, working with an electrical contractor, performed a cost engineering analysis that resulted in a substantial savings over the preliminary estimates for the New Electrical Service work at Hagan Park without compromising the project. This resulted in savings that would cover the $70,000 cost of the CaliforniaFIRST startup allocation, the leverage funding for SEP1, and the SEP2 marketing efforts. Accordingly, both the SEP1 and SEP2 grants can be funded entirely through the existing EECBG program.

ATTACHMENTS

1. Resolution No. 127-2009
2. Resolution No. 128-2009 including (Exhibit A) California Energy Commission State Energy Program CaliforniaFIRST Collaborative Proposal Summary of Proposal Scope & Budget Framework

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 127-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY OF RANCHO CORDOVA TO PARTICIPATE WITH THE SACRAMENTO MUNICPAL UTILITY DISTRICT IN PURSUIT OF STATE ENERGY PROGRAM GRANT FUNDING

WHEREAS, the City of Rancho Cordova recognizes that it is in the interest of the city, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction; and

WHEREAS, Energy Efficiency and Conservation Block Grant (EECBG) funds are available through the California Energy Commission's EECBG Program for grants to eligible local governments for cost-effective energy efficiency projects; and

WHEREAS, the EECBG Program allows for public agencies or non-profit entities to apply for EECBG funds on behalf of eligible local governments; and

WHEREAS, the City of Rancho Cordova is eligible for EECBG funding under the California Energy Commission's EECBG Program; and

WHEREAS, the City of Rancho Cordova is proposing to collaborate to implement the energy efficiency project/s for the purpose of qualifying for EECBG funds from the California Energy Commission; and

WHEREAS, the City of Rancho Cordova has considered the application of the California Environmental Quality Act (CEQA) to the approval of the energy efficiency project(s); and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, that in compliance with the CEQA, the City of Rancho Cordova finds that the approval of the energy efficiency project(s) is a "project" under CEQA that is exempt under CCR Class 1A (§15301) & Class 22A (§15322), because the program affects existing facilities and educational or training programs involve no physical changes.

BE IT ALSO RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, if recommended for funding by the California Energy Commission, authorizes the Sacramento Municipal Utility District to accept a grant award on its behalf and to enter into all necessary contracts and agreements, and amendments thereto, on its behalf to implement and carry out the project(s) involved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 128-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY OF RANCHO CORDOVA TO PARTICIPATE WITH SACRAMENTO COUNTY AS THE LEAD COLLABORATIVE ENTITY IN PURSUIT OF STATE ENERGY PROGRAM GRANT FUNDING

WHEREAS, the City of Rancho Cordova recognizes that it is in the interest of the regional, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction; and

WHEREAS, State Energy Program (SEP) funds are available through the California Energy Commission's SEP for grants to eligible local governments for energy efficiency, energy conservation, renewable energy, and other energy related projects and activities authorized by the American Recovery and Reinvestment Act of 2009 ("ARRA"); and

WHEREAS, SEP allows for cities, counties, or groups of cities and counties in California to apply for SEP funds on behalf of eligible local governments; and

WHEREAS, the City of Rancho Cordova is eligible for SEP funding under the California Energy Commission's SEP; and

WHEREAS, the City of Rancho Cordova is proposing to collaborate with Sacramento County to implement a program for financing the energy efficiency, energy conservation, renewable energy, and other energy related projects and activities authorized by ARRA, which program is described in Exhibit A for the purpose of qualifying for SEP funds from the California Energy Commission; and

WHEREAS, the City of Rancho Cordova has considered the application of the California Environmental Quality Act (CEQA) to the approval of the program for financing energy efficiency, energy conservation, renewable energy, and other energy related projects and activities authorized by ARRA described in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, that in compliance with the CEQA, the City of Rancho Cordova finds that the approval of the program for financing energy efficiency, energy conservation, renewable energy, and other energy related projects and activities authorized by ARRA described in Exhibit A is not a "project" under CEQA, because the program does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

BE IT ALSO RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes Sacramento County to submit a collaborative application on its behalf to the California Energy Commission for up to $ 17 Million in SEP funds for the program for financing energy efficiency, energy conservation, renewable energy, and other energy related projects and activities authorized by ARRA described in Exhibit A.

BE IT ALSO RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, if recommended for funding by the California Energy Commission, the City of Rancho Cordova authorizes Sacramento County to accept a grant award on its behalf and to enter into all necessary contracts and agreements, and amendments thereto, on its behalf to implement and carry out the program for financing the project/s described in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

Exhibit A

California Energy Commission State Energy Program
CaliforniaFIRST Collaborative Proposal
Summary of Proposal Scope & Budget Framework

Description of Program Proposal

Under the lead applicant, Sacramento County, the 14 counties eligible to participate in the pilot stage of the CaliforniaFIRST Program are collaborating on a proposal to the California Energy Commission State Energy Program for a grant of up to $16.5 million. The grant funds will be used to offset initial fees associated with bond issuance, start-up costs for the 14 counties and all incorporated cities, an interest rate buy-down, local marketing/education/training/outreach, local coordination, and grant administration to support the launch of the CaliforniaFIRST municipal financing program.

CaliforniaFIRST Program County Participants and Proposal Collaborators

- ✓ Alameda
- ✓ Fresno
- ✓ Kern
- ✓ Monterey
- ✓ Sacramento
- ✓ San Benito
- ✓ San Diego
- ✓ San Luis Obispo
- ✓ San Mateo
- ✓ Santa Clara
- ✓ Santa Cruz
- ✓ Solano
- ✓ Ventura
- ✓ Yolo

Budget Basics

1. CaliforniaFIRST financing costs and fees (~$6M)

Guided by California Communities and the CaliforniaFIRST Program Administrator Renewable Funding, this program element will:

- buy-down the interest rate on the initial round(s) of projects financed by the CaliforniaFIRST Program,
- cover fixed costs associated with initial bond counsel, bond disclosure, fiscal agent and bond rating,
- cover legal and validation costs, and
- cover the deployment of technology (web portal) to support local programs.

2. Grant/Contract Administration & Steering Committee Liaison: (~$1.5M)

On behalf of the applicant agency, grant/contractor administration duties include gathering relevant reporting information from all partner jurisdictions and CaliforniaFIRST, financial oversight and invoicing, contract administration, tracking, monitoring, and oversight of deliverables. In addition, the grant administrator will serve as the partner liaison between all participating steering committees to maintain coordination and consistency on the local marketing efforts between parties as well as provide marketing and contract technical assistance, training, and advice to participating agencies. The Grant Administrator will also coordinate local efforts with those programs funded under the California Comprehensive Residential Building Retrofit Program.

3. Regional Program Coordination & Marketing: (~$8.5M)

In line with the overall project goals, funding has been budgeted on a regional basis to each of the four primary program regions in the following amounts, based on total number of Counties:

- Capitol Region (Sacramento/Yolo): $1,800,000
- Central Valley Region (Fresno/Kern): $1,150,000
- Bay Area Region: (Alameda/San Mateo/Santa Clara/Solano): $2,300,000
- Central Coast Region: (Monterey/Santa Cruz/San Benito/San Luis Obispo): $2,300,000
- Mid Coast Region: (Ventura): $575,000
- Southern California Region: (San Diego): $575,000

This final program element serves to provide each region with the resources necessary to help facilitate the rapid adoption of energy efficiency and renewable energy generation system installations throughout the target area by connecting property owners to any and all available on-the-ground or proposed resources, and services, providing a streamlined framework for easy navigation, reduced out-of-pocket expenses, and overall increased cost effectiveness for both participants and the program overall. The focus of the program will be to create region-wide (or county-wide, where appropriate) cooperative project design, implementation, marketing, and coordination to maximize economies of scale, take advantage of overlapping markets, and ultimately allow each dollar to go further to benefit all parties.

Financing Costs and Fees

A. Financing Costs

As Program Administrator of the California Communities CaliforniaFIRST Program, Renewable Funding will coordinate and provide program administration, financing, and legal services to support a robust statewide municipal financing program. Specific financing costs are concentrated at the start of the program and result in increased fees to a program participant, and therefore a higher effective interest rate. In order to lower the interest rate, the SEP funds will be used to cover bond disclosure counsel, bond rating fees, and a bond fiscal agent. In addition, a direct interest rate buy-down will be employed to achieve a bond rate that is equivalent to an A-rated bond, which is likely to be the bond rating later in the program.

B. Set-up Fees

A funding request equivalent to the city and county set-up fees will be included in the proposal. The costs for initial legal work and validation proceedings will be covered by this request. Additionally, the costs of establishing county web portals, importing local assessor's data, and maintaining the website will be part of this funding request.

Suggested Major Marketing Program Coordination & Marketing Program Elements

A. Agency Coordination / Steering Committee Participation

In recognition of the additional coordination time required to get new programs off the ground, individual counties may elect to include a modest amount of staff time for agency representatives to participate in the program steering committee and other activities to drive marketing program design, educational/marketing material development, form and protocol development, etc. By investing this time at the onset, we are able to develop a self-sustaining program for the long term. County agencies (that is, auditor/tax collector/controller) will receive a small percentage, incorporated into each loan, to cover regular ongoing program administration costs associated with maintaining the tax roll and collecting annual assessments in years beyond the grant term. Some jurisdictions may instead wish to contribute this time as project leveraged funds/resources to increase overall program cost effectiveness based on their individual needs and resources. Regional partnership may also elect to use a portion of the resources from this program element toward informal or formalized staff/personnel training within their jurisdictions.

B. Education / Outreach/ Marketing

Successful program adoption requires thoughtful design, convenient procedures, and a robust program education component to encourage and energize program participation. Achieving this goal, the project team will create clear, consistent, and thematic program branding imagery, educational and recruitment tools such as program brochures. The program will be supported by the CaliforniaFIRST web portal and links to new and existing partner and complementary websites, frequently asked questions, applications, and/or other program materials. In addition, the project will engage a wide-stretching network of partners to promote, recruit, and disseminate program information utilizing existing mechanisms of door-to-door outreach, community event tabling, workshops and presentations, or other appropriate energy efficiency and complementary program participation activities. Major elements might include:

- ✓ Outreach Promotional Materials: Brochures, Door-hangers, Postcard Mailers, Bill Inserts, etc.
- ✓ Program Marketing Advertisements: Print Ads, Radio/TV Ads, PSA Production

- ✓ Promotional Outreach Events, Trade Shows or Community Workshops
- ✓ Homeowner/Business/Contractor/Staff Training Seminars
- ✓ Sustainability Site Signage
- ✓ Green Building and/or LEED Certification Technical Assistance

C. Community Coordinator / Partner Liaison / Supplies

The community coordinator is envisioned to serve as the single point regional program coordinator to unify, inform, collaborate, and engage all program parties in relation to local coordination and marketing efforts; respond to public inquiries; facilitate the education, outreach, marketing, recruitment; and promote program adoption by the target community. In addition the coordinator is responsible for coordinating with the grant administrator, tracking/reporting necessary progress and metrics, meeting/exceeding grant milestones and targets, incorporating required complementary program components, and working with CaliforniaFIRST to assure QA/QC measures are applied to all participating properties. Specific tasks will be driven by the overall project goals as well as the specific needs of each region and may include:

- ✓ **Coordination** with Grant Administrator/Steering Committee Liaison
- ✓ **Marketing Coordination** with CaliforniaFIRST Municipal Finance District
- ✓ **Facilitation** of local Regional Steering Committee Members and Partners
- ✓ **Assist** with Implementation Strategy, Documents, Procedures & Protocols Development
- ✓ **Guide** Promotion, Marketing, Education, Recruitment & Program Information Dissemination
- ✓ **Link** Program Participants to Regional Energy Efficiency & Complementary Programs
- ✓ **Connect** to Concurrent Complementary Workforce Development Training/Graduates
- ✓ **Administer** Regional Program Budget, Competitive Bidding, Other Program Transparency Reqs
- ✓ **Track** and/or compile, Monitor & Evaluate Program Progress, Energy Savings, GHG Reductions Achieved, Partner Leveraged Funds and Ancillary Environmental Benefits

Sample County Budget

A sample budget based on the above framework is provided below. Please note that these amounts are subject to change based on the actual needs of each participating jurisdiction as well as feedback obtained regarding funder and partner thresholds for competitiveness.

Component	*% Overall*	*Gross Benefit Per County*	*Net Benefit Per County*
1.CaliforniaFIRST Costs & Fees	39%	$ 428,571.43	-
2. Grant Administration & Technical Assistance	10%	$ 107,142.86	-
3A.Steering Advisory Committee	10%	$ 115,000.00	$ 115,000.00
3B. Education, Outreach, Incentives, Marketing	23%	$ 258,750.00	$ 258,750.00
3C. Community Coordination	18%	$ 201,250.00	$ 201,250.00
Total	***100%***	***$ 1,110,714.29***	***$ 575,000.00***

Grant Development Team:

- **County of Sacramento**—Lead Agency (Applicant), will oversee grant writing, provide final edits and required signatures, and submit finalized proposal on behalf of entire collaborative team based on the approved proposed program scope and budget framework
- **Ecology Action**—Partner Grant Writer (Lead on Marketing), will develop narrative based on proposed program scope and budget framework, especially as it pertains to local coordination and marketing project administration, marketing/contract technical assistance, regional coordination, and marketing, to meet all grant requirements and maximize proposal competiveness.
- **Renewable Funding**—Partner Grant Writer (Lead on Finance), will develop narrative based on proposed program scope and budget framework, especially for CaliforniaFIRST Program finance-related program elements, to meet all grant requirements and maximize proposal competiveness.

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Department
Cyrus Abhar, Public Works Department

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY OF RANCHO CORDOVA TO JOIN THE CALIFORNIAFIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS**

RECOMMENDATION

Adopt Resolution No. 125-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution allows the City to participate in the CaliforniaFIRST Financing Program being developed by the California Statewide Communities Development Authority ("California Communities"). This program will create an assessment bond district whereby commercial and residential property owners can finance the upfront costs of renewable energy and energy efficiency improvements, and repay the amount financed on their property tax bill over 20 years, with program administration handled by California Communities.

BACKGROUND

California Communities is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The City currently participates in a financing program known as the Statewide Community Infrastructure Program ("SCIP"), administered by California Communities with the purpose of financing developer impact fees.

CaliforniaFIRST Program: CaliforniaFIRST is a pilot program in development by California Communities, Renewable Funding and RBC Capital Markets. The program is authorized by Assembly Bill 811 (AB 811), which was passed in July 2008. AB 811 provides that local governments may form assessment districts that allow property owners to install renewable energy and energy efficiency improvements on their properties and pay for the cost of the projects over time.

Cities and counties must adopt a resolution to "opt-in" to the CaliforniaFIRST program in order for their residents and businesses to have access to this financing. The City Manager has signed a letter of commitment for this program, which is a required procedural step, however the letter does not bind the City to the program, and the City may withdraw from the program at any time by passing a resolution rescinding the authorization

California Communities will create an assessment district under AB 811. If a property owner chooses to participate, the improvements will be financed by a municipal bond issuance, and California Communities will levy contractual assessments on the owner's property to repay the portion of the bonds issued to finance the improvements on that property. Commercial and residential property owners can finance up to 100% of the upfront capital costs of renewable energy and energy efficiency improvements on their property and repay the amount financed over 20 years. California Communities has selected Renewable Funding LLC and RBC Capital Markets to provide ongoing administration and bond financing services for the program.

Assessment and Property Lien: Under the CaliforniaFIRST Program, a contractual assessment lien is placed on each participating property equal to the amount necessary to finance the installation of the energy improvements over a 10-20 year period of time, and to cover the annual costs of administering the CaliforniaFIRST Program. The contractual assessment proceedings will be administered by California Communities in accordance with Chapter 29 of Division 7 of the Streets & Highways Code. Pursuant to Chapter 29, these assessments may be levied only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied. Property owners evidence their consent to the assessments by executing a contract with California Communities.

The contractual assessments are paid on the County property tax bill. If the owner sells the property, the repayment obligation remains an obligation of the property. Program participation is voluntary. The property taxes for properties in the City that do not choose to participate are unaffected by the program.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments imposed on their property.
- In today's economic environment, there may not be attractive private enterprise alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements.
- Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Under the CaliforniaFIRST Program, the assessment obligation will transfer with the property upon sale.
- The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalities.
- By virtue of regional aggregation provided by the CaliforniaFIRST Program, small projects, both residential and commercial, can have access to the municipal bond market, which may produce a lower borrowing cost.

The benefits to the City include:

- As in conventional assessment financing, the City is not obligated to repay the bonds issued by California Communities or to pay the assessments levied on the participating properties.
- California Communities handles all assessment administration, bond issuance and bond administration functions. A participating city can provide financing of renewable energy, energy efficiency and water efficiency improvements to property owners through the CaliforniaFIRST Program – thereby meeting its political and environmental goals – while committing virtually no staff time to administer the program.

The proposed resolution authorizes California Communities to accept applications from owners of property within our jurisdiction for municipal financing of renewable energy, and energy efficiency improvements through the CaliforniaFIRST Program. It also authorizes California Communities to conduct assessment proceedings and levy assessments against the property of participating owners within our boundaries. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law. California Communities will undertake a judicial validation proceeding as part of its initiation of the CaliforniaFIRST Program.

FISCAL IMPACT

Adopting the resolution also authorizes payment of a $12,500 start-up fee. This fee is set forth in **Attachment 2**. Staff recommends using an allocation of $12,500 of EECBG money to cover the required start-up costs of legal, procedural, and technology costs associated with the CaliforniaFIRST Program.

This EECBG allocation is also discussed in more detail in an accompanying staff report which follows this public hearing. That report requests authorization for the City to partner with Sacramento County, as lead applicant for purposes of qualifying for a separate State Energy Program (SEP) Grant. Participation with this grant, if awarded, will provide funding for implementation, marketing and administration for the CaliforniaFIRST Program.

Attached to Resolution 125-2009 as Exhibit A is a "Form of Resolution of Intention to be Adopted by California Communities". This is for informational purposes only and does not require action by this City.

If the resolution is approved, the City Clerk should forward a certified copy to California Communities, along with a copy of the proof of publication of the notice of public hearing, c/o Terrence Murphy, California Communities, 2033 N Main St., Suite 700, Walnut Creek, CA 94596.

ATTACHMENTS

1. Resolution No. 125-2009 including **(Exhibit A)** Form of Resolution of Intention to be adopted by California Communities.
2. Cost Allocation Worksheet for One-Time Set-Up Fee.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 125-2009

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY OF RANCHO CORDOVATO JOIN THE CALIFORNIAFIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

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

WHEREAS, California Communities has established the CaliforniaFIRST program (the "CaliforniaFIRST Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property within its jurisdiction ("Participating Property Owners") to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to Finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by California Communities 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 the CaliforniaFIRST Program shall include all of the territory within the City's official boundaries of record (the "Proposed Boundaries"); 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 Bonds or any other bonds issued in connection with the CaliforniaFIRST Program; and

WHEREAS, pursuant to Government Code Section 6586.5, a notice of public hearing has been published once at least five days prior to the date hereof in a newspaper of general circulation in the City and a public hearing has been duly conducted by this City concerning the significant public benefits of the CaliforniaFIRST Program and the financing of the Improvements.

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

Section 1. On the date hereof, the City Council held a public hearing and the City Council hereby finds and declares that the issuance of bonds by California Communities in connection with the CaliforniaFIRST Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 2. In connection with the CaliforniaFIRST Program, the City hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within the Proposed Boundaries and the issuance of Bonds under the 1915 Act; provided, that

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

(2) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments;

(3) 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 Bonds or any other bonds issued in connection with the CaliforniaFIRST Program; and

(4) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program: Rebecca Santini, Senior Finance Analyst and Elizabeth Sparkman, Senior Engineer.

Section 5. 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 as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to pay California Communities a fee in an amount not to exceed $12,500, which California Communities will use to pay for the costs of implementing the CaliforniaFIRST Program in the

City, including the payment of legal costs incurred in connection with judicial validation of the CaliforniaFIRST Program.

Section 7. The City hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 8. 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 California Communities.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

RESOLUTION NO. ____

RESOLUTION DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY AND WATER EFFICIENCY IMPROVEMENTS

COUNTY OF _____

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is authorized under the authority granted California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, Chapter 29 authorizes California Communities to enter into contractual assessments to finance the installation of Authorized Improvements in the County of ____ (the "County"); and

WHEREAS, California Communities wishes to declare its intention to establish a CaliforniaFIRST program (the "CaliforniaFIRST Program") in the County, pursuant to which California Communities, subject to certain conditions set forth below, would enter into contractual assessments to finance the installation of Authorized Improvements in the County;

NOW, THEREFORE, BE IT RESOLVED by the California Statewide Communities Development Authority, as follows:

Section 1. Findings. California Communities hereby finds and declares the following:

(a) The above recitals are true and correct.

(b) Energy conservation efforts, including the promotion of energy-related Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the County.

(c) Water conservation efforts, including the promotion of water-related Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of chronic water shortages in California.

(d) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.

(e) A public purpose will be served by establishing a contractual assessment program, to be known as the CaliforniaFIRST Program, pursuant to which California Communities will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the County.

Section 2. Determination of Public Interest. California Communities hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the County, within which California Communities and property owners within the County may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for California Communities to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. California Communities hereby declares that it proposes to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 below, as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the County; provided, however, that California Communities shall not enter into contractual assessments to finance the installation of Authorized Improvements with the owner of any property in the County unless requested to do so first by the County if the property is located in unincorporated territory or a city if the property is located in incorporated territory and after such city or the County, as applicable, has held a public hearing pursuant to Section 6586.5 of the Government Code of the State of California. The form of resolution pursuant to which cities may request California Communities to enter into contractual assessments to finance the installation of Authorized Improvements is attached as **Attachment A**.

Section 5. Proposed Financing Arrangements. Under Chapter 29, California Communities may issue bonds pursuant to Chapter 29 that are payable by contractual assessments and California Communities may advance its own funds to finance work to be repaid through contractual assessments, and may from time to time sell bonds to reimburse itself for such advances. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any bonds issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29.

California Communities shall determine the creditworthiness of a property owner to participate in the financing of Authorized Improvements based on the criteria developed by the Program Manager in consultation with the CaliforniaFIRST Program financing team and on file with the Secretary.

In connection with bonds issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by California Communities at the time of the issuance and sale of the bonds. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of California Communities to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. California Communities will not advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the bonds; provided, however, that this determination shall not prevent California Communities from, in its sole discretion, so advancing funds. The bonds may be

refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding of the bonds, upon the conditions specified by and at the determination of California Communities.

California Communities hereby authorizes the Program Manager, upon consultation with bond counsel and the CaliforniaFIRST Program underwriter, to provide for the issuance of bonds payable from contractual assessments.

In connection with the issuance of bonds payable from contractual assessments, California Communities expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, California Communities hereby orders that a public hearing be held before this Commission, at _____, on _____, _____, 2010 at _____ a.m., for the purposes of allowing interested persons to object to or inquire about the proposed program or any of its particulars. The public hearing may be continued from time to time as determined by the Commission for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 below shall be summarized and the Commission shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed contractual assessment program, the extent of the area proposed to be included within the program, the terms and conditions of the draft Contract described in Section 8 below, or the proposed financing provisions. Following the public hearing, California Communities may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Commission hereby orders the Secretary to publish a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, the Commission hereby orders the Secretary to provide written notice of the proposed contractual assessment program within the County to all water and electric providers within the boundaries of the County not less than 60 days prior to adoption of the Resolution Confirming Report.

Section 8. Report. The Commission hereby directs the Program Manager for the CaliforniaFIRST Program to prepare and file with the Commission a report (the "Report") at or before the time of the public hearing described in Section 6 above containing all of the following:

(a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 above.

(b) A draft contract (the "Contract") specifying the terms and conditions that would be agreed to by California Communities and a property owner within the County. The Contract may allow property owners to purchase directly the related equipment and materials for the

installation of the Authorized Improvements and to contract directly for the installation of such Authorized Improvements.

(c) A statement of California Communities' policies concerning contractual assessments including all of the following:

(1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.

(2) Identification of California Communities official authorized to enter into contractual assessments on behalf of California Communities.

(3) A maximum aggregate dollar amount of contractual assessments in the County.

(4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.

(d) A plan for raising a capital amount required to pay for work performed pursuant to contractual assessments. The plan may include amounts to be advanced by California Communities through funds available to it from any source. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan shall include a statement of or method for determining the interest rate and time period during which contracting property owners would pay any assessment. The plan shall provide for any reserve fund or funds. The plan shall provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the contractual assessment program among the consenting property owners and California Communities.

(e) A report on the results of the consultations with the County Auditor-Controller described in Section 10 below concerning the additional fees, if any, that will be charged to California Communities for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by California Communities, the assessments shall be collected in the same manner and at the same time as the general taxes of the County on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. California Communities hereby directs the Program Manager to enter into consultations with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to California Communities for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), California Communities hereby designates the Program Manager (or his/her designee) as the responsible official for annually preparing the current roll of assessment

obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. **Procedures for Responding to Inquiries**. The Program Manager shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Professionals Appointed. California Communities hereby appoints Jones Hall, A Professional Law Corporation, San Francisco, California, as bond counsel to California Communities in connection with the CaliforniaFIRST Program. The Commission hereby authorizes and directs an Authorized Signatory of California Communities (as determined from time to time by the Commission by separate resolution) to enter into appropriate agreements with such firm for its services to California Communities in connection with the matters addressed in this Resolution.

Section 14. **Set-Up Fees**. The County and various cities within the County have advanced fees to California Communities to pay for certain costs of establishing the CaliforniaFIRST Program, some or all of which represent State Energy Program (SEP) funds. The Program Manager is hereby authorized and directed to return to the County and cities, as applicable, any fees paid to California Communities by the County and cities, as applicable, that do not represent SEP funds and that California Communities does not use to pay for the costs of establishing the CaliforniaFIRST Program.

Section 15. **Effective Date**. This resolution shall take effect immediately upon its adoption.

****

PASSED AND ADOPTED by the California Statewide Communities Development Authority this _____, 2010.

I, the undersigned, the duly appointed, and qualified member of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on _____, 2010.

By:_____
Member

AGREEMENT TO PAY ASSESSMENT AND FINANCE IMPROVEMENTS

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY CALIFORNIAFIRST (COUNTY OF _____)

This AGREEMENT TO PAY ASSESSMENT AND FINANCE IMPROVEMENTS (this "**Agreement**") is made and entered into as of this _____ day of _____, 20__, by and between the California Statewide Communities Development Authority, a joint exercise of powers authority (the "**Authority**"), and the record owner(s) (the "**Property Owner**") of the fee title to the real property identified on Exhibit A (the "**Property**").

RECITALS

WHEREAS, 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 CaliforniaFIRST program (the "**CaliforniaFIRST Program**") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently fixed to real property (the "**Authorized Improvements**") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("**Chapter 29**") and the issuance of improvement bonds under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "**1915 Act**") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied pursuant to a contract between the property owner and the public agency; and

WHEREAS, the Authority has conducted the proceedings required by Chapter 29 with respect to the territory within the boundaries of the County of _____ (the "**County**"); and

WHEREAS, the Property is located in the boundaries of [the City of _____ (the "**City**")][the County], and the [City/County] has consented to (i) owners of property within its jurisdiction (the "**Participating Property Owners**") participating in the CaliforniaFIRST Program and (ii) the Authority conducting assessment proceedings under Chapter 29 and issuing bonds under the 1915 Act to finance the Authorized Improvements; and

WHEREAS, pursuant to Chapter 29, the Authority and the Property Owner wish to enter into a contract pursuant to which the Property Owner would agree to pay an assessment in order to finance the installation on the Property of the Authorized Improvements described in Exhibit B (the "**Improvements**") and the Authority would agree to provide financing, all on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and the Authority formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose. The Property Owner and the Authority are entering into this Agreement for the purpose of financing the installation of the Improvements identified on Exhibit B on the Property.

Section 2. The Property. This Agreement relates to the real property identified on Exhibit A. The Property Owner has supplied to the Authority current evidence of its ownership of fee title to the Property and possesses all legal authority necessary to execute this Agreement on behalf of the Property Owner.

Section 3. Agreement to Pay Assessment; Prepayment; Non-Completion Assessment.

(a) Payment of Initial Assessment. The Property Owner hereby freely and willingly agrees to pay the initial assessment set forth on Exhibit C (the "**Initial Assessment**"). Except as otherwise set forth in this Agreement, the Initial Assessment will be paid in the installments set forth on Exhibit C.

(b) Payment of Non-Completion Assessment. The Property Owner hereby freely and willingly agrees to pay the additional assessment (the "**Non-Completion Assessment**"; together with the Initial Assessment, the "**Assessment**") identified on Exhibit A in the event that, following issuance of bonds by the Authority to finance installation of the Improvements, the Property Owner fails to install the Improvements in compliance with the CaliforniaFIRST Program rules or otherwise fails to meet the conditions established by the Authority for financing through the CaliforniaFIRST Program. The Property Owner acknowledges that the purpose of the Non-Completion Assessment is to provide for redemption of the related bonds. The Property Owner further acknowledges that the Non-Completion Assessment will be levied in full by the Authority as set forth in Section 5898.30 of Chapter 29 in the first fiscal year in which the Authority is able to cause the Non-Completion Assessment to be placed on the County property tax roll.

(c) Prepayment of the Assessment. The Assessment may be prepaid, in whole or in part, at any time upon the payment of (a) the whole or a portion of the unpaid principal component of the Assessment, (b) the accrued but unpaid interest component of the whole or applicable portion of the unpaid principal component of the Assessment through the prepayment date, (c) a prepayment premium in the amount set forth on Exhibit A and (d) the reasonable costs of the Authority related to such prepayment.

(d) Absolute Obligation. The Property Owner hereby agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the bonds secured thereby are refunded or for any other reason.

Section 4. Collection of Assessment; Lien. The Assessment, and the interest and penalties thereon as a result of a delinquency in the payment of any installment of the Assessment, shall constitute a lien against the Property until they are paid and shall be collected and shall have the lien priority as set forth in Chapter 29.

The Property Owner acknowledges that if any Assessment installment is not paid when due, the Authority has the right to have the delinquent installment and its associated penalties

and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys' fees. The Property Owner acknowledges that, if bonds are sold to finance the Improvements, the Authority may obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent Assessment installments under specified circumstances.

Section 5. Financing of the Improvements.

(a) Agreement to Finance Improvements. The Authority hereby agrees to use the Assessment to finance the Improvements, including the payment of the Authority's reasonable costs of administering the CaliforniaFIRST Program.

(b) Assessment Installments. The Property Owner agrees to the issuance of bonds by the Authority to finance the installation of the Improvements. The interest rate used to calculate the Initial Assessment installments set forth on Exhibit C is identified on Exhibit A. If the Authority determines in its reasonable discretion that the Initial Assessment installments may be reduced because the applicable interest rate on the bonds issued to finance installation of the Improvements is lower than the interest rate specified in Exhibit A, then the Authority may substitute a revised Exhibit C for the attached Exhibit C, shall provide a copy of such revised Exhibit C to the Property Owner and shall cause a notice of such revision to be recorded in the office of the County Recorder.

Section 6. Term. Except as otherwise set forth in this Agreement, this Agreement shall expire upon the final payment or prepayment of the Assessment.

Section 7. Recordation of Documents. The Property Owner hereby authorizes and directs the Authority to cause to be recorded in the office of the County Recorder the various notices and other documents required by Chapter 29 and other applicable laws to be recorded against the Property.

Section 8. Notice. To the extent required by applicable law, the Property Owner hereby agrees to provide written notice to any subsequent purchaser of the Property of the obligation to pay the Assessment pursuant to this Agreement.

Section 9. Waivers, Acknowledgment and Agreement. The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Authority undertaken in connection with the CaliforniaFIRST Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated or maintained as expected.

The Property Owner hereby agrees that the Authority is entering into this Agreement solely for the purpose of assisting the Property Owner with the financing of the installation of the Improvements, and that the Authority and [the City/County] have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Improvements. Based upon the foregoing, the Property Owner hereby

waives the right to recover from and fully and irrevocably releases the Authority, the [City/County] and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority and the [City/County] from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Agreement that the Property Owner may now have or hereafter acquire against the Authority, the [City/County] and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority or the [City/County].

To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, the Property Owner agrees to waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Property Owner's Initials: _____ _____ _____

The waivers, releases and agreements set forth in this Section 9 shall survive termination of this Agreement.

Section 10. Indemnification. The Property Owner agrees to indemnify, defend, protect, and hold harmless the Authority, the [City/County] and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority or the [City/County], from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Assessment, (ii) the financing by the Authority of the Improvements, (iii) the Improvements, (iv) or any other fact, circumstance or event related to the subject matter of this Agreement, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Agreement.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Amendment. Except as set forth in Section 5(b), this Agreement may be modified only by the written agreement of the Authority and the Property Owner.

Section 12. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the Authority, the Property Owner and their respective successors and assigns.

The Authority has the right to assign any or all of its rights and obligations under this Agreement without the consent of the Property Owner. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner will be competent to impair in any way the Authority's rights, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment or any installment thereof against the Property.

Section 13. Exhibits. The Exhibits to this Agreement are incorporated into this Agreement by this reference as if set forth in their entirety in this Agreement.

Section 14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

Section 15. Corrective Instruments. The Authority and the Property Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out out the expressed intention of this Agreement.

Section 16. Governing Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Sacramento, State of California; provided, however, actions to foreclose delinquent installments of the Assessment will be instituted in the superior court of the County or as otherwise provided by law.

Section 17. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the Authority and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By:_____

Its: _____

The following are the authorized signatories of the Property Owner:

Name:_____ By:_____ Its:_____	Name:_____ By:_____ Its:_____
Name:_____ By:_____ Its:_____	Name:_____ By:_____ Its:_____

EXHIBIT A

Agreement Number: _____

Property Owner:_____

_____

Property (APN/Legal Description):_____

_____

Prepayment Premium:_____

Interest Rate Used to Calculate Initial Assessment Installments (prior to issuance of Bonds):___

_____

Non-Completion Assessment: An amount equal to ____% of the Initial Assessment identified on Exhibit C

EXHIBIT B

IMPROVEMENTS

The Improvements are described on the attached documentation.

EXHIBIT C

SCHEDULE OF INITIAL ASSESSMENT INSTALLMENTS

Fiscal Year	Principal *(a)*	Interest *(b)*	Administrative Expenses *(c)*	Total *(a) + (b) + (c)*

Total Initial Assessment: $_____

[Attach notary pages]

ATTACHMENT 2

ONE-TIME SET UP FEE
COST ALLOCATION

Explanation of Costs

The CaliforniaFIRST program has been designed such that participating property owners will pay all ongoing program costs associated with the state-level administration of the program. Cities and Counties participating in the CaliforniaFIRST program will be required to pay a one-time set-up fee associated with initial legal and technology costs. The legal costs are primarily to cover validation proceedings; technology costs are primarily to cover data acquisition, configuration, and portal customization

Costs are allocated based on population.

Below is the fee table. Rancho Cordova is in Level 2.

Per City or County	**Level 1**	**Level 2**	**Level 3**	**Level 4**	**Level 5**
Population	**Under 20K**	**21 K – 75K**	**75K to 200K**	**201 K to 500K**	**Over 500K**
Legal & Validation Process	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500
Technology Set-Up	$ 2,500	$ 5,000	$ 7,500	$12,500	$17,500
Total	**$10,000**	**$12,500**	**$15,000**	**$20,000**	**$25,000**

MEMORANDUM

DATE: December 7, 2009

TO: Mayor and Council Members

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

SUBJECT: **RESOLUTION NO. 121-2009 AND ORDINANCE NO. 23-2009 RELATING TO EXTENSION OF COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS, REGULATION OF CONSTRUCTION CLEANUP COMPANIES, AND APPOINTMENT OF THE PUBLIC WORKS DIRECTOR AS THE ADMINISTRATOR OF THE COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS**

RECOMMENDATION

a) Waive first reading and introduce Ordinance No. 23-2009; and
b) Adopt Resolution No. 141-2009.

RESULT OF RECOMMENDED ACTION

Ordinance No. 23-2009 accomplishes the following: 1) repeals Ordinance No. 22-2005 and Ordinance No. 41-2007; 2) allows the commercial solid waste collection franchise agreements to be extended through December 31, 2015; and 3) requires construction cleanup contractors to execute a commercial solid waste collection franchise agreement with the City.

Resolution No. 141-2009 accomplishes the following: 1) authorizes the City Manager to execute the third amendment to the commercial solid waste collection franchise agreements, which extends the term through December 31, 2015; 2) establishes the mechanism for calculating the franchise fee for construction cleanup contractors; and 3) appoints the Public Works Director or his or her designee as the administrator of the commercial solid waste collection franchise agreements.

BACKGROUND AND SUMMARY

On September 2, 2003, the City Council adopted Ordinance No. 15-2003, which included the following provisions: 1) established the authority of the City to regulate solid waste hauling companies that provide waste collection and disposal services to commercial businesses and multi-family complexes in the City; 2) established the franchise fee for commercial solid waste haulers at eight percent (8%); and 3) appointed the Assistant to the City Manager as the Administrator of the commercial solid waste collection franchise agreements.

On November 7, 2005, the City Council adopted a new Commercial Solid Waste Ordinance No. 22-2005, and adopted Resolution No. 140-2005, which authorized the City Manager to execute new commercial solid waste collection franchises.

On December 18, 2006, the City Council adopted Resolution No. 196-2006, which authorized the City Manager to execute one (1) year extensions to the commercial solid waste collection franchise agreements through December 31, 2007.

On December 17, 2007, the City Council adopted Resolution No. 147-2007 and Ordinance No. 41-2007, which allowed the City Manager to execute two (2) year extensions to the commercial solid waste franchise agreements through December 31, 2009. The proposed Ordinance No. 23-2009 and Resolution No. 121-2009 allow the commercial solid waste collection franchise agreements to be extended through December 31, 2015.

ISSUES AND DISCUSSION

The most substantive issue in the proposed Ordinance No. 23-2009 and Resolution No. 121-2009 is the requirement that construction cleanup contractors execute a commercial solid waste collection franchise agreement with the City. These contractors are hired by builders to clean construction sites during and after the construction process, and are currently operating in Capital Village and other construction sites within the City. Historically these companies have maintained that they should not be required to execute a commercial solid waste collection franchise agreement or pay a franchise fee because their primary business function is construction cleanup and not waste hauling. However, these companies have a significant number of waste bins and debris boxes located in the City, and they haul large quantities of solid waste to Kiefer landfill and other local transfer stations for disposal.

During the past twelve months, Public Works staff have participated in a regional effort with other local jurisdictions to draft language to expand the definition of commercial waste hauling to include construction cleanup activities, and the proposed language in Ordinance 41-2007 and Resolution No. 147-2007 reflects those regional efforts. The primary benefits of the proposed amended language include: 1) the construction cleanup contractors will be required to execute a commercial solid waste collection franchise agreement with the City; 2) the construction cleanup contractors will be required to pay a franchise fee to the City, which generates a revenue source and eliminates their competitive advantage over other franchised commercial waste haulers who have paid franchise fees to the City since incorporation; and 3) the construction cleanup contractors will be required to report their waste disposal and recycling tonnage data, which assists the City's efforts to comply with the 50% waste diversion requirement of AB 939.

An important task in this effort is to determine how franchise fees will be calculated for construction cleanup contractors operating in the City. The other waste hauling companies that hold commercial franchise agreements with the City pay an eight percent (8%) franchise fee on gross revenue received for waste hauling and disposal services provided to businesses and multi-family complexes within the City. However, the construction cleanup contractors receive revenue for two primary services, including 1) construction site cleanup whereby their employees gather and deposit waste materials into bins and debris boxes located at construction sites; and 2) the collection and hauling of those bins and debris boxes to a disposal site. Public Works staff and the construction cleanup contractors agree that they should only pay a franchise fee on revenue received for #2. The calculation

methodology specified in Resolution No. 121-2009 establishes gross revenue for #2 at $105 per ton of waste disposal. Given an 8% franchise fee, the City will therefore receive $8.40 per ton of waste collected in the City and disposed by the construction cleanup contractors. This mechanism is consistent with the calculation methodology used by the City and County of Sacramento, Elk Grove, and West Sacramento.

Finally, Public Works staff have distributed the proposed Ordinance to the construction cleanup contractors operating in the City, and they agree with the recommendations and have indicated they will execute commercial solid waste collection franchise agreements with the City upon adoption of Ordinance No. 23-2009 and Resolution No. 121-2009.

FISCAL IMPACT

Section 6 of the commercial solid waste collection franchise agreement and Resolution No. 55-2003 require commercial haulers to pay an eight percent (8%) franchise fee on gross revenues received for commercial solid waste collection services provided within the City. The eight percent (8%) franchise fee generates revenue in the range of $30,000 per month, or $360,000 per year, paid by the franchisees to the City.

The requirement in Ordinance No. 23-2009 requiring construction cleanup companies to execute commercial solid waste collection franchise agreements will also generate franchise fee revenue for the City. However, given this is a newly regulated activity and the current downturn in construction activity, it is difficult to project the level of future franchise fees generated from the construction cleanup companies.

MOTION

"I move that the City Council waive the first reading and introduce Ordinance No. 23-2009 and adopt Resolution No. 121-2009."

ATTACHMENTS

1. Ordinance No. 23-2009.
2. Resolution No. 121-2009 including **(Exhibit A)** Contract No. 151-2009.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 23-2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING ORDINANCE NO. 22-2005 AND ORDINANCE NO. 41-2007, AND RESTATING AND AMENDING REGULATIONS RELATING TO COMMERCIAL SOLID WASTE COLLECTION, TRANSPORTATION OR DISPOSAL AND ESTABLISHING COMMERCIAL SOLID WASTE COLLECTION FRANCHISES

WHEREAS, on November 7, 2005, the City Council adopted Ordinance No. 22-2005 and Resolution No. 140-2005, establishing the right of the City to execute non-exclusive franchise agreements with commercial solid waste hauling companies, to regulate the collection and disposal of solid waste within the City, and to allow the City Manager to execute the non-exclusive franchise agreements; and

WHEREAS, on December 18, 2006, the City Council adopted Resolution No. 196-2006, allowing the City Manager to execute one-year extensions to the non-exclusive franchise agreements through December 31, 2007. Subsequently, on December 17, 2007, the City Council adopted Ordinance No. 41-2007 and Resolution No. 147-2007, allowing the City Manager to execute two-year extensions to the non-exclusive franchise agreements through December 31, 2009; and

WHEREAS, this Ordinance repeals Ordinance No. 22-2005 and Ordinance No. 41-2007 in order to consolidate and simplify the City's regulations relating to commercial solid waste collection, transportation, recycling, and disposal within the City of Rancho Cordova; and

WHEREAS, this Ordinance also amends the previously adopted regulations by allowing the City Manager to execute extensions to the non-exclusive franchise agreements through December 31, 2015, and by requiring construction cleanup contractors to execute commercial solid waste franchise agreements with the City.

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

SECTION A. Repealing Ordinance No. 22-2005 and Ordinance No. 41-2007.

The City Council hereby repeals Ordinance No. 22-2005 and Ordinance No. 41-2007 in order to consolidate, restate and amend the regulations relating to commercial solid waste collection, transportation or disposal, and establishment of commercial solid waste collection franchises in one ordinance.

SECTION B. Restatement and Amendment of Regulations Relating to Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises.

The City Council hereby restates and amends the City's regulations relating to commercial solid waste collection, transportation or disposal and establishing commercial solid waste collection franchises to read as follows:

Section 1. Purpose and Declarations.

A. It is hereby declared and determined that the business of collecting and subsequently transporting, transferring, disposing and/or recycling of commercial solid waste generated, kept or accumulated within the incorporated limits of the City of Rancho Cordova affects the health,

safety, public welfare and quality of life of the inhabitants of the City. The City further declares that the business of collecting and disposing of commercial solid waste is a public service and should be regulated by the City. The use of any public street or public property in connection with such business is of great concern to the City and should be regulated by the City. Therefore, it is the purpose of this Ordinance to provide such regulation.

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

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

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

Section 2. Definitions.

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

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

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

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

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

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

F. "City Limits" means the territorial jurisdiction of the City of Rancho Cordova.

G. "Collection" means the act of collecting and removing solid waste or recyclable material at the place of waste generation.

H. "Commercial Hauler" or "Hauler" means any person who loads, collects, hauls, or transports commercial solid waste, that was generated by another person or its employees or subcontractors in the course of providing its principal service, or manufacturing or constructing or assembling its major product; for a fee by use of any means, including, but not limited to, a dumpster truck, roll-off truck, a side-load, front-load, or rear-load garbage truck, or a trailer.

I. "Commercial Solid Waste" means all solid waste, as defined in this Ordinance, and generated by commercial and industrial sources, multi-family dwelling units and construction and demolition activities that is collected by a commercial hauler.

J. "Franchise" means a commercial solid waste collection franchise issued under the provisions of this Ordinance to a commercial hauler within the City.

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

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

M. "Multi-family dwelling units" means five (5) or more residential dwelling units located on a single parcel of land.

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

O. "Police Chief" means the Chief of Police of the City of Rancho Cordova.

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

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

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

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

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

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

V. "Source Separate" or "Source Separated" means the keeping of recyclable materials independently containerized or clearly segregated from solid waste at the point of generation for the purpose of reuse or recycling and preventing them from being contaminated by solid waste.

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

Section 3. Collection or Transportation Prohibited.

Except as authorized by Sections 4 and 5 hereof, it shall be unlawful for any person to engage in the business of collecting, removing or transporting commercial solid waste, or otherwise organizing, directing sponsoring, brokering or causing the collection, removal or transportation of commercial solid waste within the City without possessing a valid Franchise granted by the City.

Section 4. Franchise Requirement.

It is unlawful for any person to engage in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the City, or to engage in the business of soliciting accounts or invoicing customers for commercial solid waste service in the City unless:

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

B. The commercial solid waste is generated and hauled by the same person.

Section 5. Exempt Collection or Transportation.

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

A. The United States, State of California, a city, a special district or other local public agency, or any employee or member of the Armed Forces thereof, when collecting or transporting solid waste produced by operation of the public entity under a system of solid waste collection and transportation operated and maintained by the public agency;

B. The owner, operator or occupant or employee of a farm or ranch consisting of five acres or more, when transporting for off-site disposal solid waste accumulated as a result of operation of the farm or ranch;

C. An owner or occupant of a residential unit, when collecting or transporting rubbish, not containing garbage, from his or her residential premises to a lawful point of disposal;

D. A person or employee thereof, when collecting or transporting dead animals, bones, meat scraps or food waste resulting from food processing plants for tallow or fertilizer, or other waste material to be used as raw material in manufacturing, or solid waste that is collected without charging a fee to the customer for purposes of salvage, provided that such persons shall reuse or recycle or cause to be reused or recycled all materials collected, and shall not transport or arrange for the transport of any collected materials to a disposal site; and

E. An operator or employee thereof of one or more industrial plants which are under single ownership, when collecting or transporting wastes which cannot be handled by standard solid waste collection equipment or which involve significant health, operating or handling hazards, including but not limited to, rice hulls, tomato pulp, chemical residues, explosives, and other toxic, noxious or hazardous substances, provided that all such wastes shall be deposited at an appropriate disposal area permitted pursuant to California State Solid or Hazardous Waste Management Standards.

F. Any person collecting or transporting hazardous waste, medical waste and designated waste, as defined in law, regardless of its source.

G. Any person collecting or transporting by-products of sewage treatment, including sludge, sludge ash, grit, and screenings.

H. Any person collecting or transporting residue or non-processable waste from a solid waste management facility, including material recovery, composting, and transformation facilities.

I. Municipal corporations and other governmental agencies using their own vehicles engaged in the collection, transportation, or disposal of solid waste within the City.

Section 6. City Council Authority to Grant Franchise.

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

B. The City Council may grant a franchise to an applicant based on compliance with this Ordinance. Any grant of a franchise by the City Council may be subject to such terms, conditions, rules, regulations, restrictions, and limitations as the City Council deems necessary to protect the public health, safety, or welfare.

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

Section 7. Franchise Terms and Conditions.

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

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

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

D. Each Franchisee shall provide services without undue interruptions caused by mechanical failures or other inadequacies of equipment and shall utilize equipment in quantities and of an age and quality adequate for the provisions of reliable service and to provide preventive and repair maintenance of such equipment sufficient to ensure reliability.

Section 8. Application for Franchise.

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

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

1. Identification.

   (a) The name and address of the Applicant.

   (b) Business Address and telephone number of the Applicant.

   (c) Address where all vehicles and operating equipment used within the City will be kept.

   (d) If the applicant is a partnership, the Applicant shall include the name and address of each partner, general, limited or otherwise, owning more than ten percent (10%) ownership in the partnership and their percentage of ownership.

   (e) If the applicant is a corporation, the application shall state the names and addresses of the corporation's directors, date and place of incorporation, main offices, major stockholders and associates, and the names and addresses of the parent and subsidiary companies.

   (f) If the applicant is an affiliate or a franchised operation of another corporation (not to be confused in this instance with a solid waste franchisee of the City), the applicant shall list the names and addresses of the parent or subsidiary companies, together with a description of their business interests and/or ownership.

   (g) If the applicant is a joint venture or other combination of persons and corporations identify separately the names and addresses of each member of the joint venture or combined effort, together with their percentage interest.

2. Business Operations. The names of the executive, operational and financial managers to be used in connection with the solid waste collection services, together with documentation that such persons and the applicant have sufficient experience in solid waste handling to perform solid waste collection services in the City.

   (a) Attestation that books and accounts of all revenue and income arising out of its operations will be kept in a manner that conforms to Generally Accepted Accounting Principals.

   (b) A statement that the applicant shall obtain insurance prior to commencing business subject to the franchise agreement.

   (c) A statement that the applicant shall maintain and report on a timely basis all operational information and data elements reasonably required by the City to comply with its reporting requirements such as those established under AB 939, and as defined in the franchise agreement.

(d) A complete listing and explanation of any civil or criminal rulings or judgments in excess of five thousand dollars ($5,000), or convictions against applicant, any of applicant's partners, major stockholders, corporate directors or parent or subsidiary companies, occurring within the last five (5) years. Applicants that are subject to the periodic reporting requirements of Section 13(a) of the Securities Exchange Act, may, in lieu of the information required by Section 8.B.(2)(d), submit the information reported pursuant to 17 CFR §§ 229.103 (Legal proceedings) and 229.403 (Security ownership of certain beneficial owners and management) on the most recent form 10-K filed by the Applicant with the Securities and Exchange Commission.

3. Facilities and Equipment.

(a) A description of all vehicles and equipment that the applicant owns, has control of, or intends to acquire for the collection, transportation, or disposal of commercial waste in the City and which are subject to the provisions of the franchise agreement. A statement as to whether said vehicles and equipment are self-unloading and equipped with audible automatic back-up warning devices. The minimum vehicle description for existing vehicles shall include Vehicle Identification Number (VIN) and license plate number.

(b) Evidence demonstrating that the applicant owns or will have access to suitable facilities for keeping vehicles and equipment clean and in good repair, and that the applicant owns or will have access to reasonable office and billing facilities.

(c) Evidence demonstrating that the applicant owns or will have the legally enforceable right to use at least two collection vehicles, the bodies of which are closed, leak resistant, and constructed for the purpose of solid waste collection, transportation, and disposal. In the alternative, for the purposes of this provision, an applicant may demonstrate by the evidence that they service and transport open-top roll-off boxes for the collection, transportation, and disposal of non-putrescible waste and/or roll-off compaction boxes which are closed, leak resistance, and are constructed for the purpose of solid waste collection, transportation, and disposal.

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

5. Diversion Plans. Each Franchisee shall submit a Diversion Plan with their Franchise Application. The Diversion Plan shall provide a detailed description of how the Franchisee intends to divert recyclable materials from commercial solid waste in order to assist the City in meeting the City's AB 939 reporting requirements.

6. Application for Police Chief Review.

(a) The City may request that the Police Chief review each franchise application prior to the City issuing a Franchise. The Administrator may refer all franchise applications or renewals pursuant to this Ordinance to the Police Chief who, in conjunction with City staff, shall make such

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

(b) If requested to review an application, the Police Chief shall evaluate each franchise application or proposal to determine whether the operation of the business which the applicant or party submitting the proposal represents would involve an unreasonable risk to the health, safety or general welfare of the public. In making such a determination the Police Chief shall consider the character of the applicant or party submitting the proposal and each director, officer, manager and other person who exercises policy control over the operations of the applicant or proponent, the business responsibility of the firm which the applicant or party submitting the proposal represents, and the manner in which the firm intends to conduct its business.

(c) The Police Chief shall notify the Administrator of the results of the investigation conducted pursuant to this section. If the Police Chief recommends disapproval of the application or proposal, the reasons for disapproval shall be specified in writing. The Police Chief shall forward a copy of the statement of reasons to the Administrator and shall provide a copy to the applicant or party submitting the application.

7. Other.

(a) Any other evidence that demonstrates that the applicant is able to render collection and subsequent transportation, and/or disposal services in accordance with applicable federal, state and local statutes.

(b) Such additional information as may be reasonably requested by the Administrator.

(c) During the application or proposal period and during the full term of any Franchise all information contained in the franchise application shall be kept up-to-date by the applicant who shall file a new verified statement within forty-eight (48) hours of any change indicating in detail the nature of any change in the information.

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

Section 9. Franchise Application Review Process.

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

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

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

1. The ability of the applicant to meet all terms of the agreement;

2. Any history of civil or criminal convictions that may compromise the public's interests; and
3. The completeness, accuracy, and validity of the application.

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

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

1. Deny an award and notify the applicant in writing of the reasons why the award was denied; or

2. Recommend to the City Council that a franchise be awarded.

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

Section 10. Appeal Upon Denial of Award**.**

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

B. Applicant may, within ten (10) days after receiving the Administrator's final denial, request a public hearing before the City Council by submitting to the City Clerk a written petition for an appeal hearing. If a public hearing is requested, the City Clerk shall set the matter for hearing at the next regularly scheduled City Council meeting or any later date as agreed upon by the applicant and Clerk of the City Council. At such hearing, applicant may present evidence in writing and through testimony of its employees and others relevant to the application. During such hearing, the City Council may demand from the applicant such additional information as the City Council may deem relevant and necessary. Standard rules of evidence are not in effect at such public hearing, and the applicant shall have the burden of proof to show facts demonstrating that the applicant does in fact meet the requirements of this Ordinance. Any hearing may be continued or adjourned to a stated time and place without the giving of further notice. The City Council will provide applicant with a written explanation of its determination on the application within thirty (30) days of such hearing. The City Council's decision is final.

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

Section 11. Awarding of Franchise.

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

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

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

Section 12. Requirements for Franchise Effectiveness.

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

A. The ordinance granting the franchise is effective.

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

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

Section 13. Termination or Suspension of Franchise.

A. All franchises granted pursuant to this Ordinance shall terminate on December 31, 2015. The franchise may be terminated for cause prior to that date. The City and the Franchisee may also enter into an agreement to terminate the franchise prior to that date.

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

1. The grantee has failed to comply with, or to do anything required of the grantee by, applicable provisions of this Ordinance, provisions of the ordinance granting the franchise, or provisions of the franchise agreement; or

2. Any provision of this part becomes or is declared to be invalid and the City Council expressly finds that such provision constitutes a material consideration to the grant or continuation of such franchise.

C. Any franchise granted pursuant to this part shall automatically be suspended whenever the Franchisee:

1. Fails to keep in full force and effect the insurance required by the franchise agreement; or

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

D. The Administrator may suspend any franchise granted under this part if the Franchisee fails to submit timely reports as described in Section 17 within fifteen days after written notice from the Administrator that a report is delinquent. The suspension shall remain in effect for the period specified in the Administrator's notice unless the suspension is reversed or modified by the Administrator or, upon appeal by the franchisee, by the City Council.

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

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

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

1. Remove all of the Franchisee's, and any subcontractor's, solid waste containers from all service locations where services have been provided pursuant to such franchise; and

2. Properly dispose of any and all solid wastes in the containers at the time of removal.

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

Section 14. Franchise Transfer or Assignment.

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

Section 15. Franchise Fees.

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

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

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

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

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

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

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

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

Section 16. Franchise Operations.

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

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

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

Section 17. Reporting Requirements.

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

1. The commercial solid waste tonnage collected and removed within the City during the previous quarter;

2. The commercial solid waste tonnage collected and removed during the previous quarter within the City that was diverted and the location of the facility where such solid waste was diverted from landfill disposal;

3. The commercial solid waste tonnage collected and removed within the City that was disposed of during the previous quarter and the location of the disposal facility where the disposal of such waste occurred; and

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

C. All Franchisees shall maintain quarterly records, on forms prescribed by either the Administrator, containing such information as may be required pertaining to the number and types of accounts served by the Franchisee. This information shall be provided to the Administrator upon request.

D. A Franchisee's failure to file the reports required by this section shall constitute cause for termination or suspension of its Franchise pursuant to Section 13 hereof.

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

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

Section 18. Recycling Facility Reporting Requirements.

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

1. The total aggregate tonnage of recyclable material received from generators located within the City;

2. The aggregate tonnage of recyclable material received from waste management and recycling operations in the City;

3. The aggregate tonnage of recyclable material received from Franchises operating within the City; and

4. The total aggregate amount of residuals generated at the facility and disposed of at a permitted solid waste disposal facility, expressed as a percentage of total tonnage received.

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

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

Section 19. Restrictions on Franchisees.

The following restrictions shall be applicable to Franchisees:

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

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

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

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

E. Each Franchisee shall provide to the Administrator such information as the Administrator determines is reasonably necessary to facilitate effective administration of the Franchise under the provisions of this Ordinance. Diversion information may be provided consistent with the framework for materials recovery facility (MRF) services and reporting of Section 17.

F. Notwithstanding any other provisions of this Ordinance, it shall be allowable for a Franchisee having an interest in a materials recovery facility (MRF) to provide a reporting service, a solid waste processing service, and/or a recyclables processing service to another Franchisee consistent with the framework for MRF services and reporting of Section 17.

Section 20. Medical Waste.

A. Franchisees shall not be required to divert treated medical waste.

B. All franchisees shall nevertheless on a quarterly basis report to the Administrator all combined or separately collected treated medical waste tonnage disposed of during the previous quarter by disposal location. The Franchisee may rely on and use guidelines, forms and other appropriate material to assist franchisees in preparing such reports developed by the WRMD. A franchisee's failure to file the required treated medical waste disposal reports shall constitute cause for termination or suspension of its franchise pursuant to Section 13 hereof.

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

Section 21. Inspection Authority**.**

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

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

Section 22. Enforcement**.**

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

Section 23. Abatement Proceedings**.**

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

Section 24. Notices**.**

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

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

Section 25. On-Site Storage.

Every owner of any multiple family dwelling units and every owner, operator or keeper of any business with a fixed location in the City which generates solid waste and/or recyclable materials shall provide and at all times keep within an enclosure, or conveniently located near an enclosure or building, water-tight containers for solid waste and suitable containers for recyclable materials, and shall cause to be deposited in such containers, and not elsewhere, all solid waste and/or recyclable materials which accumulates on the premises. The containers shall have tightly fitted covers and shall not leak or permit the escape of odors. Not withstanding the requirements of this section, generators shall not be required to set out or store recyclable materials together with solid waste and generators shall be allowed to appropriately store recyclable materials for collection separate from solid waste. It shall be unlawful for any person to fail to comply with the requirements of this section. Containers shall be clearly identified with the name of the Franchisee.

Section 26. Signs.

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

Section 27. Office Required.

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

Section 28. Solid Waste Disposal Restrictions.

A. It shall be unlawful for any Franchisee to do any of the following:

1. To operate or have an interest in a solid waste disposal site, other than a transfer, receiving and/or processing station, within the City;

2. To operate a solid waste disposal area in the City; or

3. To dump any solid waste upon, or permit the same to fall upon, any property, road or highway other than the areas designated by this Ordinance for the disposal or dumping of solid waste.

Section 29. Use of Containers.

No person other than a customer who has contracted for service with a Franchisee, or a person with such customer's consent, shall deposit solid waste into a commercial solid waste bin, drop box or compactor placed in the City by a Franchisee for the purpose of receiving solid waste.

Section 30. Commercial Solid Waste and Recyclables Ownership.

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

Section 31. Indemnification.

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

Section 32. Insurance.

A. Each franchisee shall maintain, at its own expense, insurance coverages, as provided in the franchise agreement or as established from time to time by the Administrator. All such insurance shall remain in effect, uninterrupted, through the term of the franchise agreement.

B. Minimum insurance coverage shall include the following items, in amounts to be determined by the Administrator: Comprehensive General Liability and Insurance Services Office covering Broad Form Comprehensive General Liability Automobile Liability; Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

C. The City and each member agency, and in their capacities as such, their officers, agents and employees shall be named as primary insureds in such policies. All such policies shall contain a provision requiring that written notice be mailed to the City by the insurer not less than thirty days in advance of the cancellation, modification or reduction of the insurance, or failure to renew such insurance, whether by the insurer or insured, and whether for non-payment of premium or otherwise. Certificates of insurance shall be filed with the Administrator prior to the issuance of any Franchise.

D. Any act, omission or circumstance which results in the holder of a Franchise being out of compliance with the requirements of this section during the term of the Franchise shall constitute grounds for the immediate suspension of the Franchise, without advance notice or hearing, pending re-establishment of compliance by the Franchisee with the requirements hereof.

Section 33. Rules and Regulations.

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

1. Commercial solid waste generation, storage, recycling, recovery, accumulation, collection, removal, transportation and disposal;

2. The manner in which commercial solid waste collection and recycling services are provided;

3. Types of commercial solid waste and recycling containers and vehicles used therefore;

4. The operation and maintenance of sanitary methods of commercial solid waste disposal;

5. Reporting requirements for recycling facilities.

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

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

D. Any person who asserts that he or she is aggrieved by the terms or application of a regulation issued pursuant to this section may appeal the issuance of such regulation by filing a written notice of appeal with the City Clerk. The notice of appeal shall specifically identify the regulation or regulations from which the appeal is taken and the reasons for the appeal. Upon receipt of such notice, the City Clerk shall schedule the appeal for a public hearing by the City Council, notice of which shall be given in the manner prescribed by Section 24 hereof. At the conclusion of the public hearing, the City Council shall be vested with jurisdiction to deny the appeal or to rescind or modify the regulation. The City Council's determination in this regard shall be final.

E. Any regulation from which an appeal is filed prior to its effective date shall not become effective until the date of a determination by the City Council of the appeal. Any regulation from which an appeal is filed on or subsequent to the effective date thereof shall remain in full force and effect during the pendency of the appeal, and any decision that rescinds or modifies the regulation shall apply prospectively.

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

Section 34. Vehicle Inspection and Tags.

A. All vehicles and other equipment used in the collection and subsequent transportation, and disposal of commercial solid waste in the City shall be inspected as often as the Administrator deems necessary and at such times and places as shall be designated by said Administrator. No vehicle shall be used in the collection and subsequent transportation, and/or disposal of commercial solid waste within the City unless it carries a current, unrevoked tag or decal issued by the City authorizing such activity. The Administrator shall provide for each vehicle operated by franchisee, a durable tag or decal upon payment of the applicable fee. Such tag or decal shall be securely fastened and maintained by the franchisee on each vehicle so as to be clearly visible. The Administrator may suspend the tag or decal of any vehicle that fails to

meet the requirements of this section, and such vehicle shall not be used for the collection and subsequent transportation or disposal of refuse until the tag or decal has been reinstated by the Administrator. In the event any vehicle fails to meet the requirements of this section, or in the event any vehicle becomes temporarily or permanently inoperable or unavailable, the franchisee may transfer said vehicle's tag or decal to another vehicle to be operated by franchisee, which vehicle has passed inspection and does meet the requirements of this section. The Franchisee must notify the Administrator of any changes to its vehicles or tags.

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

Section 35. Vehicle Requirements.

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

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

Section 36. Covered Load Requirement.

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

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

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

Section 37. Rights Reserved to City.

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

A. There is hereby reserved to the City every right and power, and the exercise thereof, which is reserved or authorized by any provision of any lawful ordinance or resolution of the City, whether enacted before or after the effective date of this Ordinance.

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

C. The Franchisee shall have no recourse whatsoever against the City, its officers, employees or agents or any of the City member entities, their officers, employees, or agents for any loss, cost, expense or damage arising out of any provision or requirement of this Ordinance

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

D. There is hereby expressly reserved to the City the power and authority to amend any section of this Ordinance so as to require additional or greater standards on the part of the Franchisee and the power and authority to increase the franchise fees to be paid by the Franchisee pursuant to Section 15.

Section 38. Other Franchise Provisions.

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

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

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

Section 39. Criminal Penalties for Violations.

The following criminal penalties apply to violations of this Ordinance.

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

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

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

1. Delinquent Payment of Franchise Fee. A delinquent payment of a franchise fee that is not received by the City before the first day of the month following the due date established under Section 15, subsection B, is a violation and a separate violation for every month the payment remains delinquent thereafter.

2. Delinquent Payment of Franchise Fee Late Charge. A delinquent payment of a late payment charge and/or interest charges for a late franchise fee payment (under Section 15, subsection F) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

3. Delinquent Payment of Late Report Charge. A delinquent payment of a late charge for a delinquent quarterly report of diversion (under Section 17, subsection F) that is not received before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

4. Delinquent Payment of Audit Fee. A delinquent payment of an Audit Fee (under Section 21, subsection B) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

5. Delinquent Diversion Report. A delinquent quarterly report of diversion (under Section 17) that is not received by the City before the first day of the third month following the end of the quarter reporting is a violation and a separate violation for every month the report remains delinquent thereafter.

6. Incomplete Diversion Report. If a quarterly report of diversion (under Section 17) that is received by the City is incomplete, the inadequacy must be remedied or corrected by the Franchisee before the first day of the third month following the end of the quarter or it is a violation and a separate violation for every month the report remains incomplete thereafter. A complete quarterly report of diversion includes all information as may be required by the Administrator. Partial quarterly reports of diversion will be considered incomplete.

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

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

Section 40. Civil Penalties for Violations.

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

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

violation and the period of time over which it occurred, the frequency of past violations, and the corrective action, if any, taken by the violator.

B. **Administrative Civil Penalty Procedure**

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

2. Notice of Penalty and Opportunity for Hearing. Notice of any administrative civil penalty shall set forth the alleged acts or failures to act that constitute a basis for liability and the amount of the proposed administrative civil penalty. The notice of administrative civil penalty shall be served by personal service or certified mail and shall inform the person so served that the administrative civil penalty imposed may be administratively reviewed by a City designated Hearing Officer before it is enforced if a request for hearing is timely filed. The notice shall also specify the procedure for requesting a hearing before the Hearing Officer.

3. Administrative Review. If a person desires administrative review of the administrative civil penalty imposed by the Administrator, it shall request a hearing by timely filing a written request pursuant to the provisions of Section 43 of this Ordinance. The written request for an appeal must be accompanied by an administrative hearing fee, as established by the City Council of Directors of City. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the Administrator not later than fifteen (15) calendar days after the date of service of any such decision. A hearing shall be conducted by the Hearing Officer pursuant to Section 43 of this Ordinance unless the person has waived the right to a hearing or has entered into a settlement agreement with the Administrator. A person waives the right to a hearing by so stating in writing or by failure to file with the Administrator a written request for hearing within fifteen (15) days after service of the notice of opportunity for hearing.

4. Effective Date. Where the person has waived the right to a hearing or where the person has entered into a settlement agreement, the administrative civil penalty shall not be subject to review by any court, the Hearing Authority, or any other agency and shall be effective 15 days after notice of the penalty is served. Where a hearing has been held, the penalty shall be effective 20 days after the decision of the Hearing Authority becomes final.

5. Judicial Review. The manner of contesting the final order of the Hearing Officer concerning any administrative civil penalty is governed by Government Code Section 53069.4, or any successor provision thereto. Service of the notice of appeal authorized by Government Code Section 53069.4 upon the City shall be by service upon the City Clerk.

6. Payment of Costs of Enforcement/Collection. In addition to any penalty, sanction, fine or imprisonment, each person who violates this Ordinance, shall be required to pay any and all expenses of enforcement including costs necessary to bring the person into compliance with this Ordinance. In addition to all remedies contained herein, City may pursue all reasonable and legal means in collecting those sums authorized and due.

7. Collection. Payment of the penalty shall be made within 30 days from when the penalty became effective. In addition to all remedies herein contained, the City may pursue all reasonable and legal means in collecting administrative civil penalties.

Section 41. Settlement Process.

The Administrator may adopt a written settlement agreement process for the settlement of violations of this Ordinance, which shall take into consideration the penalty factors set forth in Section 40.

Section 42. Hearing Officer.

Whenever the term "Hearing Officer" is utilized in this Ordinance, it shall be deemed to refer to one or more qualified persons assigned the responsibility of conducting a hearing by the City Manager.

Section 43. Appeals.

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

Section 44. Appeal Hearing.

A. Not later than thirty (30) days following the date of filing an appeal within the time and in the manner prescribed by Section 43, the Hearing Officer shall conduct a hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of the hearing shall be mailed to the appellant not later than ten (10) days preceding the date of the hearing.

B. The provisions of the California Administrative Procedure Act (commencing at Section 11500 of the Government Code) shall not be applicable to such hearings; nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable. Testimony shall be given under oath, and the parties to the hearing shall have the right to cross-examine witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

1. Record. A record of the entire hearing proceedings shall be made by either a certified court reporter or tape recorder operated by the Hearing Officer. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established and revised from time-to-time by the City Council.

2. Scope. Only those matters or issues specifically raised by the appellant(s) in the written appeal shall be considered in the hearing on appeal.

3. Oaths and Certification. The Hearing Officer has the power to administer oaths and affirmations and to certify official acts.

4. Oral evidence. Oral evidence shall only be taken on oath or affirmation.

5. Rights of Parties. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues of the hearing even though the matter was not raised in the direct examination, to impeach any witness regardless of which party first called him or her to testify, to present rebuttal evidence and to represent himself or herself or to be represented by anyone of his or her choice who is lawfully permitted to do so. No appellant shall be required to testify without his or her consent.

6. At the conclusion of the hearing, the Hearing Authority shall prepare a written decision that either grants or conditionally grants or denies the appeal, and contains findings of fact and conclusions. Notice of the written decision, including a copy thereof, shall be filed with the Administrator and served not later than thirty (30) days following the date on which the hearing is closed on the appellant and on other persons who appeared at the hearing and requested a copy. Service shall be by personal delivery or certified mail.

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

SECTION C. Severability.

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

SECTION D. Effective Date and Publication.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____ 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 121-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS BETWEEN THE CITY OF RANCHO CORDOVA AND THE COMMERCIAL FRANCHISEES; ESTABLISHING THE MECHANSIM TO CALCUALTE FRANCHISE FEES FROM CONSTRUCTION CLEANUP COMPANIES; AND APPOINTING THE PUBLIC WORKS DIRECTOR AS THE ADMINSTRATOR OF THE COMMERCIAL SOLID WASTE COLLECTION FRANCHISES

WHEREAS, in December 2005, the City executed eleven (11) non-exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements; and

WHEREAS, in December 2006, the City extended the Commercial Franchises for one (1) year through December 31, 2007; and

WHEREAS, in December 2007, the City extended the Commercial Franchises for two (2) years through December 31, 2009; and

WHEREAS, commercial and multi-family waste reduction and recycling programs are an important component of the City's overall efforts to comply with the 50% waste diversion requirement of AB 939; and

WHEREAS, the City and the commercial franchisees mutually agree to extend the commercial solid waste collection franchises for six (6) calendar years through December 31, 2015; and

WHEREAS, Ordinance No. 23-2009 is revised to require construction cleanup companies to execute a commercial solid waste collection franchise with the City, and this resolution establishes the mechanism to calculate City franchise fees; and

WHEREAS, Resolution No. 55-2003 established the Assistant to the City Manager as the Administrator for the commercial solid waste collection franchises, and this resolution establishes the Public Works Director or his or her designee as the Administrator for the commercial solid waste collection franchises.

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

A) The City Manager or his designee is authorized to execute the Third Amendment to the commercial solid waste collection franchise agreements. A copy of the Third Amendment is attached hereto as **Exhibit A**.

B) For franchisees whose primary business is the provision of construction cleanup services, the gross commercial solid waste collection revenue subject to City franchise fees is $105 per ton (2000 pounds) of commercial solid waste collected.

C) The Public Works director or his or her designee is hereby appointed as the administrator of the commercial solid waste collection franchises.

ATTACHMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

THIRD AMENDMENT TO THE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ("FRANCHISEE")

This Third Amendment to the Commercial Solid Waste and Recyclables Collection Franchise Agreement Between the City of Rancho Cordova and the Franchisees is made and entered into as of this ____th day of December, 2009 by and between the City of Rancho Cordova, a Municipal Corporation in the State of California ("CITY"), and ("FRANCHISEE").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste and recyclables handling within their jurisdictions; and

WHEREAS, the CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified companies for the collection, transport, processing and disposal of commercial solid waste and recyclables in the CITY; and

WHEREAS, the Legislature has found and declared in Section 49510 of the Public Resources Code that it is in the public interest to foster and encourage solid waste and recyclables enterprise so that, at all times, there will continue to be competent enterprises willing and financially able to furnish needed solid waste and recyclables handling service; and

WHEREAS, the CITY requires all haulers, including governmental and public entities providing commercial solid waste services in the CITY, to obtain a non-exclusive Commercial Franchise in order to regulate this business, ensure its orderly operation and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all commercial solid waste collected in the CITY, and CITY is not instructing FRANCHISEE how to collect, transport, process or dispose of commercial solid waste or recyclables so long as its operation is consistent with Ordinance 23-2009; and

WHEREAS, commercial waste reduction and recycling programs are an important component of the CITY's overall efforts to comply with the 50% waste diversion requirement of AB 939; and

WHEREAS, in December 2005 the CITY executed several non-exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements; and

WHEREAS, in December 2006 the CITY executed the First Amendment to the Commercial Solid Waste and Recyclables Collection Franchise Agreements in order to extend the term by one year through December 2007; and

WHEREAS, in December 2007 the CITY executed the Second Amendment to the Commercial Solid Waste and Recyclables Collection Franchise Agreements in order to extend the term by two years through December 2009; and

WHEREAS, with this Amendment, CITY and FRANCHISEE desire to amend the Commercial Solid Waste and Recyclables Collection Franchise Agreement by extending the term for six years through December 31, 2015.

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree as follows:

1. Term of Franchise.

Section 3 "Term of Franchise," subsection (a) is hereby amended to read as follows:

> (a) Subject to Section 20 of this Agreement, the term of the Franchise granted to Franchisee shall be from the date first indicated above to December 31, 2015.

2. Effective Date.

This Amendment shall be effective as of _____, 2009.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year set forth below.

City of Rancho Cordova:

_____
Ted A. Gaebler, City Manager

_____
Date

Attest:

_____
City Clerk

_____
Date

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

_____
Date

Franchisee:

_____
Signature

_____
Date

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator
Sarah Bontrager, City Grants Specialist

SUBJECT: **PUBLIC HEARING CONSIDERING ADOPTION OF THE MIDYEAR AMENDMENT TO THE 2009-10 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

RECOMMENDATION

Adopt Resolution No. 123-2009.

RESULT OF RECOMMENDED ACTION

a) Adopts the amendment to the 2009-10 CDBG Action Plan;
b) Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
c) Allows staff to make technical modifications to the Action Plan to correct minor errors or as required by HUD.

BACKGROUND

Each year, the City receives an entitlement allocation of Community Development Block Grant (CDBG) funding from the US Department of Housing and Urban Development (HUD) in an amount of approximately $700,000. In order to secure funding, the City must submit an Action Plan, which is the CDBG program's annual budget and implementing document. The City Council adopted the 2009-10 Action Plan in May 2009. Since that time, staff has identified funding from previous fiscal years that must be reallocated to other projects. This included public facilities and services funding that was not fully expended.

As part of the City's commitment to CDBG, there is an obligation to expend funds in a timely manner. As such, the City could face penalty for having too large a balance of unexpended funding. To prevent this penalty, City staff recommends reallocating funding for the purposes to housing and public facilities projects. The total amount of reallocated funds equals $210,487.93, which includes program income received between January and June 2009.

Based on qualifying projects, City staff recommends reallocating $60,937 to the Cordova Senior Center, in order to fund solar power improvements and help ensure the long-term stability of the senior meals program. Staff also recommends allocating $35,000 to the

Emergency Repair Loan Program, which has been very successful and currently has a waiting list. Additionally, the proposed Action Plan amendment includes $141,240.13 also for tenant relocation for the New Rancho affordable housing development project and $10,000 for improvements to the White Rock neighborhood pathway.

The federal objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for low- and moderate-income persons (below 80 percent of area median income). All activities proposed will benefit primarily low- and moderate-income persons.

ENVIRONMENTAL ANALYSIS:

No environmental analysis is necessary at this time. An environmental review will be done for each project prior to bidding.

FISCAL IMPACT:

The CDBG Program will require no funding from the General Fund in order to meet the administrative requirements of the grant. Administrative costs are covered by the grant funding.

ATTACHMENTS

Resolution No. 123-2009 including **(Exhibit A)** Draft Action Plan Amendment.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 123-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE ADOPTION OF THE MIDYEAR AMENDMENT TO THE 2009-10 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

WHEREAS, the Community Development Block Grant Program, authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended ("Act"), requires that jurisdictions provide for the issuance of grants in order to attain the objective of providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, the Department of Housing and Urban Development ("HUD") is the federal agency that promulgates regulations and oversees the administration of the Community Development Block Grant ("CDBG") Program that the funds are granted under; and

WHEREAS, HUD requires that entitlement jurisdictions complete a plan for expending the funds on eligible activities, referred to as the Action Plan, and amend it as necessary to accommodate significant changes in the usage of funds; and

WHEREAS, staff has completed the amendment to the 2009-10 Action Plan between the City and HUD; and

WHEREAS, the amendment to the Action Plan Substantial Agreement and a public notice announcing the 30-day public comment period for the report have been published for citizen comment prior to forwarding the document to the City Council for adoption; and

WHEREAS, the City Council held a properly noticed public hearing on December 7, 2009, to provide an opportunity for the public to comment on the information in the amendment to the Action Plan. The City Council considered all comments received in writing and all testimony received at the public hearing.

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

1. The Council hereby adopts the amendment to the 2009-10 CDBG Action Plan;

2. The Council authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and

3. The Council authorizes staff to make technical modifications to the Action Plan to correct minor errors or as required by HUD.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

CITY OF RANCHO CORDOVA
2009-10 ACTION PLAN AMENDMENT

The City of Rancho Cordova adopted its 2009-10 Action Plan for the use of federal Community Development Block Grant (CDBG) funds on May 12, 2009. The City submitted this plan to the US Department of Housing and Urban Development (HUD) and HUD subsequently approved the City's plan.

The City currently has $247,177.13 in CDBG funding from projects that did not expend all their funding, and from program income received as a result of expenditures on CDBG activities. The City has identified existing and new activities to which it will commit this funding. In order to commit a substantial amount of additional funds to existing activities, the City must amend the 2009-10 Action Plan. A description of the activities and proposed funding follows.

Senior Center Solar Improvements

The City plans to provide funding for a 100 percent solar electric power system that will serve the Rancho Cordova Senior Center at 3480 Routier Road. The solar system will provide all of the electricity the facility uses regularly, reducing energy costs to the Cordova Recreation and Park District. The CRPD will then use the utility savings to expand their programs for seniors, including the congregate meal program. Seniors attending a local senior center are presumed to be moderate-income (earning up to 80 percent of the area median income).

Output:	1 public facility improvement completed
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Goals Addressed:	CD-4, CD-1
Funding:	$139,063 CDBG-R + $60,937 additional = $200,000 total

Emergency Repair Housing Loan Program

The emergency repair program is intended to make minor repairs related to health and safety hazards in low-income owner-occupied housing. The program is an inexpensive and efficient way to preserve the habitability of the affordable housing stock, including mobile homes. The program has been very successful and funds allocated in previous years are currently fully committed.

Output:	6 homes repaired
Outcome Category:	Affordability for the purpose of providing decent affordable housing
Goals Addressed:	HS-1
Funding:	$0 current + $35,000 additional = $35,000 total

White Rock Pathway Improvements

Provide funding for design and engineering for the White Rock pathway improvements at the Folsom and Coloma intersection. The current pedestrian and bicycle pathway is curved and has an area not visible from the street, resulting in increased crime and public safety problems. This project will

straighten the pathway and improve lighting so that the entire pathway can be seen from the street by residents and police officers.

Output:	1 public facility improvements completed
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Goals Addressed:	CD-4, CD-5
Funding:	$0 current + $10,000 additional = $10,000 total

New Rancho Redevelopment Project

Provide funding for the relocation of tenants at 2728 Woodberry Way. This property will then be used to build a new affordable housing project, known as Horizons at New Rancho(around 50 senior affordable units).

Output:	7 tenants relocated
Outcome Category:	Affordability for the purpose of providing decent affordable housing
Goals Addressed:	HS-1
Funding:	$0 current + $141,240.13 additional = $141,240.13 total

The total resources committed through the adopted 2009-10 Action Plan were $787,755. This amendment commits an additional $247,177.13. The total resources committed by the 2009-10 Action Plan after amendment will be $1,034,932.13. Please see the summary table below.

2009-10 PROPOSED CDBG PROJECTS

Goal	Activity Name	Activity Description	Output	Funding
Housing				
HS-1	Housing Rehabilitation Program	Provide low-interest loans to low-income homeowners to rehabilitate their homes.	3 homes rehabilitated	$274,139 (add'l funding from CDBG-R)
HS-1, HS-2	Rental Housing Inspection Program	Inspect rental units in the redevelopment area to find and correct code violations.	1,000 homes inspected	$123,000
HS-1, HS-2	Code Enforcement	Provide code enforcement services in the redevelopment area.	700 homes inspected	$86,000
HS-1	Emergency Repair Program	Provide forgivable loans to low-income homeowners to make necessary health and safety repairs to their homes.	6 homes repaired	$35,000

EXHIBIT A

Goal	Activity Name	Activity Description	Output	Funding
HS-1	New Rancho Redevelopment Project	Relocate tenants at 2728 Woodberry Way in order to build a new affordable housing project.	7 tenants relocated	$141,240.13
Public Facilities				
CD-4	Cordova Recreation and Park District	Provide funding for improvements to the Senior Center.	1 public facilities project completed	$20,000
CD-4	Cordova Recreation and Park District	Provide funding for a public facilities improvement (scenarios are being evaluated by City staff).	1 public facilities project completed	$25,000
CD-4, CD-1	Senior Center Solar Improvements	Provide a 100% solar system to the Senior Center, to help reduce operating costs and increase budget for activities.	1 public facilities project completed	$60,937
CD-4, CD-5	White Rock Pathway Improvements	Straighten the pathway in the White Rock neighborhood to reduce public safety issues.	1 public facilities project completed	$10,000
Public Services				
CD-2, CD-3	Cordova Activities for Kids Program (CAKe)	Provide recreational and pro-social activities to youth after school and in the summer.	250 youth served	$28,741
CD-1, CD-3	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals and provide lunch to seniors at the Cordova Senior Center.	290 seniors provided meals	$49,220 ($13,000 in other funding)
HA-1, CD-3	Sacramento Self-Help Housing Inc.	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	75 persons provided counselin g	$7,000
CD-3	WEAVE	Provide assistance to victims of domestic violence, including individual and group	141 people provided counselin	$16,899

EXHIBIT A

Goal	Activity Name	Activity Description	Output	Funding
		counseling.	g	
CD-1, CD-3	Respite CLUB	Provides affordable, senior respite day care services to seniors with severe memory loss.	23 seniors provided day care services	$9,416
Planning and Administration				
HS-1, HS-2	Human Rights/Fair Housing Commission	Provide fair housing assistance and education.	160 households provided assistance and education	$25,000 ($10,000 contingent on audit)
PA-1	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program ad-ministration	$123,341

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name
City of Rancho Cordova

Priority Need
High

Project Title
Senior Center Solar Improvements

Description
The City plans to provide funding for a 100 percent solar electric power system that will serve the Rancho Cordova Senior Center at 3480 Routier Road. The solar system will provide all of the electricity the facility uses regularly, reducing energy costs to the Cordova Recreation and Park District. The CRPD will then use the utility savings to expand their programs for seniors, including the congregate meal program. Seniors attending a local senior center are presumed to be moderate-income (earning up to 80 percent of the area median income).

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Cordova Senior Center
3480 Routier Road
Rancho Cordova, CA 95827

Objective Number CD-4, CD-1	Project ID 09-13
HUD Matrix Code 03	CDBG Citation 570.201(c)
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 12/8/09	Completion Date (mm/dd/yyyy) 6/30/09
Performance Indicator Public facility imp.	Annual Units 1
Local ID 09-13	Units Upon Completion 1

Funding Sources:

CDBG	60,937
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	139,063
Total	200,000

The primary purpose of the project is to help: ☐ The Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name
City of Rancho Cordova

Priority Need
High

Project Title
Emergency Repair Program

Description
The emergency repair program is intended to make minor repairs related to health and safety hazards in low-income owner-occupied housing. The program is an inexpensive and efficient way to preserve the habitability of the affordable housing stock, including mobile homes. The program has been very successful and funds allocated in previous years are currently fully committed.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area
Various homes through the City

Objective Number HS-1	Project ID 09-14
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Grantee	CDBG National Objective LMH
Start Date (mm/dd/yyyy) 12/8/09	Completion Date (mm/dd/yyyy) 6/30/09
Performance Indicator Homes repaired	Annual Units 6
Local ID 09-14	Units Upon Completion 6

Funding Sources:

CDBG	35,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	35,000

The primary purpose of the project is to help: ☐ The Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name
City of Rancho Cordova

Priority Need
High

Project Title
White Rock Pathway Improvements

Description
Provide funding for design and engineering for the White Rock pathway improvements at the Folsom and Coloma intersection. The current pedestrian and bicycle pathway is curved and has an area not visible from the street, resulting in increased crime and public safety problems. This project will straighten the pathway and improve lighting so that the entire pathway can be seen from the street by residents and police officers.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Intersection of Coloma Road and Folsom Boulevard

Objective Number CD-4, CD-5	Project ID 09-15
HUD Matrix Code 03	CDBG Citation 570.201(c)
Type of Recipient Grantee	CDBG National Objective LMA
Start Date (mm/dd/yyyy) 12/8/09	Completion Date (mm/dd/yyyy) 6/30/09
Performance Indicator Public facility imp.	Annual Units 1
Local ID 09-15	Units Upon Completion 1

Funding Sources:

CDBG	10,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	10,000

The primary purpose of the project is to help: ☐ The Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name
City of Rancho Cordova

Priority Need
High

Project Title
New Rancho Redevelopment Project

Description
Provide funding for the relocation of seven tenants at 2728 Woodberry Way. This property will then be demolished to make way for a new affordable housing project, known as Horizons at New Rancho(around 50 senior affordable units).

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area
2728 Woodberry Way
Rancho Cordova, CA 95670

Objective Number HS-1	Project ID 09-16
HUD Matrix Code 08	CDBG Citation 570.201(i)
Type of Recipient Grantee	CDBG National Objective LMH
Start Date (mm/dd/yyyy) 12/8/09	Completion Date (mm/dd/yyyy) 12/31/10
Performance Indicator Tenants relocated	Annual Units 7
Local ID 09-16	Units Upon Completion 7

Funding Sources:

CDBG	104,550.93
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding (PI)	36,689.20
Total	141,240.13

The primary purpose of the project is to help: ☐ The Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

MEMORANDUM

DATE: December 7, 2009

TO: Agency Director and Members

FROM: Reed Flory, Housing Services Administrator

SUBJECT: **RESOLUTION OF THE CITY COUNCIL, ACTING AS BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA, APPROVING THE RESIDENT RELOCATION PLAN FOR RESIDENTS OF WOODBERRY GARDENS APARTMENTS**

RECOMMENDATION

Adopt Resolution No. CRA-10-2009.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. CRA-10-2009 will result in the permanent relocation of tenants living in the Woodberry Gardens Apartments located at 2728 Woodberry Way, Rancho Cordova, CA 95670.

BACKGROUND

The City of Rancho Cordova (City) and the Community Redevelopment Agency of the City of Rancho Cordova (Agency) are actively working to redevelop the area located on the southwest side of Woodberry Way between Croetto Way and Folsom Boulevard in Rancho Cordova, Sacramento County, California. In coordination with the City and the Agency, a developer of affordable housing is interested in acquiring and demolishing the 14 apartments, and redeveloping the property at 2728 Woodberry Way and surrounding lots as proposed affordable senior rental housing. The relocation will be coordinated with the Agency and will follow URA regulations.

All persons to be relocated have been interviewed personally to determine each household's needs, including household size and age of persons in household, income, housing preferences, and special needs.

The Woodberry Gardens Apartments Relocation Plan was prepared to provide the City, the Agency, and the public with a preliminary report of the actions, costs, and resources that may be needed to relocate all current tenants of Woodberry Gardens Apartments.

Funding sources to cover costs associated with the relocation have also been identified in the Plan. All relocation will be in accordance with the provisions of the Federal Uniform Relocation Assistance and Property Acquisition Policies Act of 1970 (URA) as amended and California Relocation Assistance and Real Property Acquisition Guidelines.

If relocation is 12 months or longer, it is considered permanent. Due to the planned demolition of the apartments, residents will be permanently relocated. Tenants must abide by their leases in order to be eligible for relocation benefits.

The Relocation Plan includes, at a minimum, the following information and findings:

- Introduction and Project Location/Description – overview of the current project and the project anticipated to take place, definition of the type of relocation or displacement
- Project Site Map
- Projected Dates of Work or Displacement
- Aggregate Relocation Needs and How Needs Will be Met
- Relocation Housing Resources
- Description of Advisory Services
- Anticipated Relocation Payments and Payment Plan
- Cost Estimate and Source of Funds
- Last Resort Housing
- Standard Information Statement
- Temporary Relocation
- Relocation Office Operation Procedures
- Citizen Participation
- Coordination Activities
- Relocation Committee
- Written Determination by Public Entities
- Grievance Procedures

COMMUNITY OUTREACH EFFORTS:

A tenant meeting was conducted on October 6, 2009. Additional tenant meetings will take place as needed. Written information has been and will be provided to tenants explaining the timing of the project and eligibility of tenants.

The Relocation Specialist will continue to consult with tenants and solicit feedback throughout the process. The Relocation Plan was available to residents and organizations for a 30-day review period (October 23, 2009 to November 24, 2009), prior to submitting it to the City Redevelopment Agency for approval. Tenants of Woodberry Gardens Apartments were and are encouraged to voice their concerns. Tenants may establish a relocation committee. A committee can include residential tenants, business people and existing organizations within the area. If a group of tenants wishes to form such a committee, the Relocation Specialist will provide assistance.

Tenants will also be provided: 1) timely and full access to all non-confidential documents relevant to the relocation as requested; 2) technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials; 3) the right to submit

written or oral comments and objections, including the right to submit written comments on the Relocation Plan and to have these comments attached to the Plan when it is provided to the Redevelopment Agency for approval; and 4) prompt, written response to any written objections or criticisms.

FISCAL DATA:

The proposed affordable housing project planned at 2728 Woodberry Way is expected to receive public funding through a variety of federal, state, and local sources. The relocation funding sources are City of Rancho Cordova Redevelopment Agency 20% Set-aside funds and City Very Low Income Housing Trust Funds. The total cost for relocation is estimated to be $217,328 if all of the following apply: 1) all of the tenants move to market rate replacement homes; 2) no rental assistance is available to utilize; and 3) no units are available at the affordable complexes. The estimated calculations, per the URA, are outlined in **Attachment 3**, which is **confidential** and will not be available in public copies of the Relocation Plan. Estimates take into account household size and income, current rent, and the cost of a comparable replacement unit. All households qualifying for relocation benefits qualify for moving expenses and rental assistance.

The City of Rancho Cordova will be responsible for funding the relocation administration and has retained Laurin Associates, a division of Raney Planning & Management, Inc., as their relocation consultant. The budget cost to hire Laurin Associates to prepare the Relocation Plan and complete the permanent relocation is contracted at $28,825.

ATTACHMENTS

Resolution No: CRA-10-2009 including **(Exhibit A)** Woodberry Gardens Apartment Relocation Plan

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

COMMUNITY REDEVELOPMENT AGENCY RESOLUTION NO. CRA-10-2009

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING THE WOODBERRY GARDENS APARTMENTS RELOCATION PLAN FOR PERMANENT TENANT RELOCATION

WHEREAS, the City of Rancho Cordova ("City") and Community Redevelopment Agency of the City of Rancho Cordova ("Agency") are working with an affordable housing developer for the development of affordable senior housing ("Project"); and

WHEREAS, the Woodberry Gardens Apartment complex is located within the contiguous parcels that comprise the overall Project; and

WHEREAS, the Agency has entered into a purchase option agreement with the owner of the Woodberry Gardens Apartment, located at 2728 Woodberry Way in Rancho Cordova; and

WHEREAS, successful purchase of the Woodberry Gardens Apartments will result in demolition of the building and redevelopment of the property for affordable senior housing; and

WHEREAS, in order to demolish said building, the Agency will be required to relocate nine (9) tenants currently residing in Woodberry Gardens Apartments; and

WHEREAS, the Agency has contracted Laurin Associates, a division of Raney Planning and Management, as a consultant to prepare the relocation plan and conduct tenant relocation in accordance with the provisions of the Federal Uniform Relocation Assistance and Property Acquisition Policies Act of 1970 (URA), as amended and California Relocation Assistance and Real Property Acquisition Guidelines; and

WHEREAS, Laurin Associates has conducted tenant interviews and has created a relocation plan which requires approval by Agency Board.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA, that the Board hereby approves the attached Resident Relocation Plan **(Exhibit A)**.

PASSED AND ADOPTED by the Board Members of the Community Redevelopment Agency of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Agency Director

ATTEST:

_____
Mindy Cuppy, Agency Secretary

EXHIBIT A

WOODBERRY GARDENS APARTMENTS

RELOCATION PLAN

October 23, 2009

Prepared for:

THE CITY OF RANCHO CORDOVA
REDEVELOPMENT AGENCY

Prepared by:
Laurin Associates,
a Division of Raney Planning and Management, Inc.

Introduction

The City of Rancho Cordova and the Community Redevelopment Agency of the City of Rancho Cordova are actively working to redevelop the area located on the southwest side of Woodberry Way between Croetto Way and Folsom Boulevard in Rancho Cordova, Sacramento County, California. In coordination with the City and the Agency, a developer of affordable housing is interested in acquiring and demolishing the 14 apartments, and redeveloping the property at 2728 Woodberry Way and surrounding lots as proposed affordable senior rental housing.

This report is being prepared to provide the funding sources, the City, the Agency, and the public with a preliminary report of the actions, costs, and resources that may be needed to relocate all current tenants of Woodberry Gardens Apartments. All relocation will be in accordance with the provisions of the Federal Uniform Relocation Assistance and Property Acquisition Policies Act of 1970 (URA) as amended and California Relocation Assistance and Real Property Acquisition Guidelines. If relocation is 12 months or longer, it is considered permanent. Due to the planned demolition of the apartments, residents will be permanently relocated. All nine current households at Woodberry Gardens Apartments will likely qualify for permanent relocation.

The City of Rancho Cordova will be responsible for funding the relocation administration and has retained Laurin Associates, a division of Raney Planning & Management, Inc., as their relocation consultant. All nine households at Woodberry Gardens Apartments met with the Relocation Specialist October 6, 2009 and were provided a General Information Notice (GIN). As part of permanent relocation benefits, tenants will receive assistance in locating a decent, safe, and sanitary replacement home. The Relocation Specialist will work with the tenants, the City, and the Agency to assist in finding affordable replacement housing. Permanent Relocation benefits also include moving and rental assistance.

The proposed affordable housing project is expected to receive public funding through a variety of federal, state, and local sources. The relocation funding sources are City of Rancho Cordova Redevelopment Agency 20% Set-Aside funds and City Very Low Income Housing Trust Funds.

Relocation of the nine current households at Woodberry Gardens Apartments is expected to begin late November or early December 2009. The demolition is expected to take place as soon as all tenants are permanently relocated. New units are expected to be available for rent September 2011.

Project Location/Description

The current project is located within the City of Rancho Cordova's Redevelopment Area on the southwest side of Woodberry Way between Croetto Way and Folsom Boulevard and is surrounded by multifamily housing to the north, west, and east, and commercial to the south. The project area is 0.45 acres and is rectangular in shape. Primary access will be from Woodberry Way and from Croetto Way.

The proposed project will be newly constructed rental units affordable to tenants with lower incomes. There will be approximately 52 units, which will be designated for seniors. Proposed rents will not exceed 60 percent of Area Median Income (AMI).

Currently, Woodberry Gardens Apartments, constructed in 1959, contain a total of 14 units. Nine of the 14 units are occupied. The five vacant units will be kept vacant. There are 9 one-bedroom and 5 two-bedroom units. All of the units have one bathroom. The one-bedroom units are 554 square feet and the two-bedroom units are 683 square feet. They each have access to one carport and an onsite laundry facility and do not have central heat and air. All units will be demolished after all tenants have been permanently relocated.

RELOCATION PLAN

1. **The Project Map:** See Attachment 1.

2. **Projected Dates of Displacement:** All nine current households at Woodberry Gardens Apartments will likely qualify for permanent relocation assistance. Permanent relocation of tenants will take place after all funding source procedures have been met, funds are available, and all required noticing has taken place. It is estimated that permanent relocation will begin early December 2009 and will proceed according to regulations until all households have been moved to comparable, decent, safe, and sanitary replacement dwellings and all relocation assistance has been granted. All permanent relocation is expected to be complete by early March 2010.

3. **Aggregate Relocation Needs/How Needs Will Be Met:**

   a. Aggregate Relocation Needs: Of the 14 units at Woodberry Gardens Apartments, all of which will be demolished, nine units are occupied. All of the nine households were personally interviewed by the Relocation Specialist October 6, 2009. Information, including household size and makeup, rent, income, and special needs, was collected. The purpose of the interview and relocation payments and assistance was carefully explained. All tenants were encouraged to ask questions. All nine households will likely qualify for permanent relocation benefits. The five vacant units will be kept vacant.

   Of the nine households, eight have very low incomes and one has a moderate income. Unit rents are between $550 and $650 per month.

   None of the nine households will qualify to reside in a senior designated complex. Three of the nine households have one minor child. Two of those minors are 17 years of age, one is 4 years of age and one attends school. Eight are interested in renting a replacement unit and one household is interested in purchasing a replacement unit. There are five households with at least one member employed. None of the households have members with disabilities.

   Seven households occupy one-bedroom units and two occupy two-bedroom units. Four will need one-bedroom, four will need two-bedroom, and one will need a three-bedroom unit to alleviate their currently overcrowded living arrangement.

   A Site Occupant Record for each household has been completed and filed. Records contain a description of the household characteristics and necessary assistance.

b. How Needs Will Be Met: A tenant meeting with interpreters was held October 6, 2009 at Woodberry Gardens Apartments. At least one member of every household attended. Following the meeting, each household was met with personally and privately to conduct tenant interviews and collect household size, makeup, and income information and special needs.

A GIN in the tenant's primary language and the HUD Relocation Assistance to Tenants Displaced from their Homes brochure, describing the relocation process, was provided to each household at Woodberry Gardens Apartments October 6, 2009 during the tenant meeting. Each household was requested to sign a copy of the notice acknowledging they received a copy of the notice and understood the contents. Each signed copy is included as Attachment 2.

A Notice of Eligibility for Relocation Assistance/90-Day Notice to Vacate will be provided to all tenants at Woodberry Gardens Apartments prior to relocation. This notice will include three available, comparable, and decent, safe, and sanitary replacement housing units. Once the Notice of Eligibility is issued, households may move to any decent, safe and sanitary unit they choose with relocation assistance. A monetary incentive, above the minimum required, may be offered equally to tenants who relocate within the first 30 and 60 days.

The 90-Day Notice will be followed 30 days later with a 60-Day Notice to Vacate, and if tenants have not been relocated, a 30-Day Notice to Vacate will follow. Each Notice to Vacate will clearly indicate the date by which the tenant must move. It is estimated that relocation will begin early December 2009.

A copy of each signed General Information Notice distributed to tenants October 2009 is included as Attachment 2. Copies of all notices issued to tenants and the manner in which they were delivered, and a Site Occupant Record will be maintained by the Relocation Specialist in each household's file. All notices and interviews have been and will be provided in the primary language of the household.

4. **Relocation Housing Resources:** A rental survey of existing comparable rental units was conducted for 32 properties within 2.1 miles of the project to determine an estimated monthly rental rate for comparable units. The rental survey includes cost per unit type, location, size, availability, amenities, and distance to services. A listing of affordable housing within the City of Rancho Cordova will be provided to low income tenants. Affordable housing in nearby cities will also be available. Local property management companies, newspapers, online resources, and the rental survey will be used as resources to consider permanent, comparable, decent, safe and sanitary replacement homes at the time of

permanent relocation, including multifamily, duplex, and single family rentals. Sacramento Housing and Redevelopment Agency (SHRA) may also be contacted to provide information on rental assistance and low income purchasing programs.

5. **Advisory Services**: Laurin Associates relocation staff will be available to provide advisory services to the residents throughout the relocation process.

   Advisory services include meeting with each household individually and in group meetings, explaining the relocation process, providing notices, assisting in locating replacement housing, providing information on First Time Homebuyer programs, explaining claim forms and options, completing claim forms, and ensuring timeliness of processing claim forms. The Relocation Specialist will be available to answer questions and address issues.

6. **Relocation Payments and Payment Plan**: It is the intent of the City of Rancho Cordova Redevelopment Agency and the Relocation Specialist to make payments to relocated residents as quickly and easily as possible. Tenants who purchase a replacement home will receive one lump sum payment to put toward a down payment. Tenants who rent a replacement home will receive their moving expenses and one third of their relocation rental assistance (or, for low income households, an amount equal to or more than their deposit) when they move and the remainder of their relocation rental assistance equally over two monthly payments.

7. **Cost Estimate and Sources:** The total cost for relocation if all of the tenants move to market rate replacement homes, no rental assistance is available to utilize, and no units are available at the affordable complexes, is estimated to be $217,328. The estimated calculations, per the URA, are outlined in Attachment 3, which is confidential and will not be available in public copies of the Relocation Plan. Estimates take into account household size and income, current rent, and the cost of a comparable replacement unit. All households qualifying for relocation benefits qualify for moving expenses and rental assistance. Rental assistance is either the difference in rent by 42 months or, for low income households, the greater of either the above calculation or the difference in 30% of the household's income and comparable rent by 60 months.

   The relocation funding sources are City of Rancho Cordova Redevelopment Agency 20% Set-Aside funds and City Very Low Income Housing Trust Funds.

8. **Last Resort Housing Plan**: If comparable replacement housing is not available as needed, the project shall be terminated or suspended until replacement housing is financed and built. The relocation process will not be considered complete until all households qualifying for relocation have been relocated to comparable, decent, safe, and sanitary housing units. No eligible persons will be required to move because of the proposed project unless comparable replacement housing is available.

9. **Standard Information Statement**: Tenants received a GIN in their language of common usage October 6, 2009. The purpose of this notice was to inform tenants that they may be displaced as a result of the proposed project. This notice also served to inform tenants of potential rights as a displaced person under URA.

   Throughout the relocation process, the Relocation Specialist will coordinate with the households and other agencies to facilitate a smooth transition to comparable replacement housing.

10. **Temporary Relocation**: A resident is considered temporarily relocated if the relocation is less than a 12 month period. The Woodberry Gardens Apartments will be demolished and new construction will take approximately 12-18 months. All tenants will be permanently relocated off site prior to the demolition and construction of the new units. No temporary relocation is anticipated. All nine current households will likely qualify for permanent relocation assistance.

11. **Relocation Office Operation Procedures**: All mail and telephone contact with residents will take place from Laurin Associates, a division of Raney Planning & Management, office in Sacramento. The Relocation Specialist from Laurin Associates traveled to Rancho Cordova to meet personally with each household and will do so additionally as needed throughout the relocation process. The services of the Relocation Specialist are available to assist the residents.

12. **Citizen Participation**: A tenant meeting took place October 6, 2009. Additional tenant meetings will take place as needed. Written information has been and will be provided to tenants explaining the timing of the project and eligibility of tenants.

    Tenants have been and will be consulted with and the advice of residents and community organizations will be solicited. The Relocation Plan will be available to residents and organizations prior to submitting it to the City Redevelopment Agency for approval. Tenants of Woodberry Gardens Apartments are encouraged to voice their concerns. Tenants may establish a relocation committee. A committee can include residential tenants, business people and existing organizations within the area. If a group of tenants wishes to form such a committee, the Relocation Specialist will provide assistance.

    Tenants will also be provided: 1) timely and full access to all non-confidential documents relevant to the relocation as requested; 2) technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials; 3) the right to submit written or oral comments and objections, including the right to submit written comments on the Relocation Plan and to have these comments attached to the Plan when it is provided to the Redevelopment Agency for approval; and 4) prompt, written response to any written objections or criticisms.

13. **Coordination Activities**: The relocation will be coordinated with the City of Rancho Cordova Redevelopment Agency and will follow URA regulations as noted above.

    All persons to be relocated have been interviewed personally to determine each household's needs, including household size and age of persons in household, income, housing preferences, and special needs.

14. **Relocation Committee:** Notice that this Plan is available for 30 day review and comment period, will be provided to tenants and to the community. A notice will be sent to each household at Woodberry Gardens Apartments, stating that a copy of the Plan will be made available upon request. The notice and the Plan will be available at the Arden-Dimick Library located at 891 Watt Avenue because the Rancho Cordova Library will be closed for construction until January 2010, the City of Rancho Cordova offices on Prospect Park Drive, and on the City's website.

    The comments of the relocation committee, if established, and/or comments by individual tenants that are received during the 30 day review period will be included as a submission with the Relocation Plan to the City of Rancho Cordova Redevelopment Agency at the end of the 30 day review period.

15. **Written Determination by Public Entities:** Written determination by the funding source agencies that the necessary resources will be available as required will be included in the file, which will be forwarded to the department.

16. **Grievance Procedures:** These are the guidelines for processing appeals of City determinations as to eligibility, the amount of payment, and for processing appeals from persons aggrieved by the City's failure to refer them to comparable permanent replacement housing.

    Within eighteen (18) months of the date of relocation or receipt of final compensation (whichever is later), any person who believes themselves aggrieved in the relocation process, the amount of payment, relocation practices or replacement housing, may have their claim reviewed and reconsidered by (1) the Relocation Specialist, or (2) the City of Rancho Cordova representative, pursuant to procedures established for such review and reconsideration. Review will not be done by the person who made the determination in question.

    The review may be formal or informal and every attempt will be made to constrain or mitigate disputes between parties prior to any formal review. The City may request additional information. Upon request of the complainant, the City will provide a full written explanation of its determination within three weeks of its receipt of the request.

If the Relocation Specialist or the representative of the City of Rancho Cordova denies or refuses to consider the claim, the complainant will be informed of the reasons in writing.

The complainant may request an informal oral presentation before seeking formal review and reconsideration. The City of Ranch Cordova will hear such presentation within fifteen (15) days of the request by complainant. The complainant may be represented by an attorney or other person of their choosing.

At any time within the eighteen (18) month appeal period, the complainant may file a written request for formal review and reconsideration.

Attachment 1
Woodberry Gardens Apartments Project Map



RANEY
PLANNING & MANAGEMENT, INC.

www.raneymanagement.com

Northern California
1501 Sports Drive
Sacramento, CA 95834
Tel: 916.372.6100 Fax 916.419.6108

Southern California
2280 Market Street, Suite 220
Riverside, CA 92501
Tel: 951.328.0300 Fax 951.328.0401

6 de octubre, 2009

Omar Vasquez
Unidad 1 de 2728 Woodberry Way
Rancho Cordova, CA 95670

Aviso de información general para inquilinos residenciales
Importante: no destruya este documento

Estimado inquilino:

La ciudad de Rancho Cordova y la Agencia de desarrollo comunitario de la ciudad de Rancho Cordova están interesados en adquirir, demoler y reconstruir la propiedad que usted ocupa actualmente en 2785 Woodbury Way para llevar a cabo una propuesta de proyecto que puede recibir financiamiento del Departamento de vivienda y desarrollo urbano (Department of Housing and Urban Development o HUD) de Estados Unidos en el marco de su Programa de estabilización de vecindarios (NSP) y/o el programa de Subsidios globales para el desarrollo comunitario (CDBG).

El propósito de esta notificación es informarle de que puede ser desplazado/a como resultado de dicho proyecto. Este aviso también tiene por fin informarle acerca de sus posibles derechos como persona desplazada en conformidad con la ley federal conocida como Ley uniforme de reubicación y adquisición de bienes raíces (URA). Si el proyecto propuesto consigue financiamiento HUD y si al final es desplazado/a como resultado de actividades de adquisición, rehabilitación o demolición del programa, usted puede tener derecho a recibir ayuda y beneficios por reubicación en conformidad con la ley URA.

- **Este no es un aviso de desalojar la propiedad.**
- **Esto no es un aviso de elegibilidad para recibir asistencia de reubicación.**

Si se determina que usted es elegible para recibir asistencia para la reubicación, usted puede tener derecho a: 1) servicios de asesoramiento de reubicación, incluyendo ayuda para encontrarle otro lugar donde vivir; 2) que se le notifique por escrito la fecha en que debe abandonar la propiedad con al menos 90 días de antelación ; 3) recibir pagos para sus gastos de mudanza; y 4) recibir pago por reemplazo de vivienda que le permitirá alquilar, o si lo prefiere comprar, un vivienda de reemplazo de categoría similar. También tendrá derecho a apelar la decisión de la agencia si siente que su solicitud de asistencia no fue adecuadamente considerada. El folleto HUD adjunto, "Relocation Assistance To Tenants Displaced From Their Homes" (Asistencia para la reubicación de inquilinos residenciales desplazados), ofrece explicación sobre esta ayuda y otra información útil.

(NOTA: Según lo dispuesto por la Ley de aplicación general nº 105-117, los extranjeros sin residencia legal en los Estados Unidos no tendrán derecho a recibir ayuda para reubicación, excepto en el caso de que dicha inhabilitación cause privaciones excepcionales a un cónyuge, padre o hijo elegible. Todas las personas que quieran recibir ayuda para reubicación deberán demostrar que son ciudadanos o nacionales de los Estados Unidos, o extranjeros con residencia legal en el país).

Por favor, no olvide que deberá seguir pagando el alquiler y cumpliendo todas las otras obligaciones estipuladas en su contrato de alquiler. El no hacerlo será considerado causa suficiente para el desalojo. Si usted decide mudarse o si es desalojad/a antes de recibir el aviso formal de elegibilidad para reubicación, no tendrá derecho a recibir ayuda para reubicación. Es importante que se ponga en contacto con nosotros antes de hacer planes de mudanza.

Recuerde, este no es un aviso de desalojo de la propiedad y tampoco establece su elegibilidad para recibir beneficios o asistencia para la reubicación en este momento. Si se determina que debe ser desplazado/a y se le pide desalojar la propiedad en el futuro, se le informará por escrito. En el caso de que el proyecto propuesto no se realice o si se determina que no debe ser desplazado, también se le informará por escrito.

Si tiene alguna pregunta sobre este aviso o sobre el proyecto propuesto, puede llamarme al teléfono (800) 424-1193. También puede ponerse en contacto con Reed Flory, coordinador de servicios de vivienda de Rancho Cordova al teléfono (916) 851-8789.

Atentamente,

Suzanne Gottier
Consultora principal de Laurin Associates, división de Raney Planning & Management, inc.
Asesora de reubicación de la ciudad de Rancho Cordova

AVISO DE INFORMACIÓN GENERAL (GIN)

DECLARACIÓN DE CONOCIMIENTO

Yo, Omar Marquez declaro haber leído y comprendido el presente Aviso de Información General (GIN) que se me ha entregado. Entiendo que firmar esta declaración de conocimiento solamente certifica que he leído y comprendido este GIN dirigido a mí. Entiendo que mediante este GIN se me informa que puedo ser desplazado/a y NO es un aviso para desalojar la propiedad ni TAMPOCO una notificación de elegibilidad para recibir asistencia para la reubicación. Yo, Omar Marquez R. doy fe de ser el/la inquilino/a legal cuyo nombre figura en el contrato de arrendamiento lo que me da derecho legal a ocupar la unidad 1 de 2785 Woodbury Way. Doy fe de que estoy autorizado/a a tomar decisiones relativas al arrendamiento de esta vivienda y de que soy la parte responsable para toda comunicación futura.

Omar Marquez R — 10/06/09

Nombre — Fecha

Omar Marquez R.

Firma

Omar Marquez R — 10/06/09

Notificación entregada por — Fecha

Omar Marquez R.

Firma

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PLANNING & MANAGEMENT, INC.

www.raneymanagement.com

Northern California
1501 Sports Drive
Sacramento, CA 95834
Tel: 916.372.6100 Fax 916.419.6108

Southern California
2280 Market Street, Suite 220
Riverside, CA 92501
Tel: 951.328.0300 Fax 951.328.0401

October 6, 2009

April Carrasco
2728 Woodberry Way, Unit #2
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Ms. Carrasco:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,

Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, APRIL M. Carrasco have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, APRIL M. Carrasco attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit 2 at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

APRIL M. CARRASCO
Name

Oct 6, 2010
Date

April M. Carrasco
Signature

_____
Notice Provided By

_____
Date

_____
Signature

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Tel: 951.328.0300 Fax 951.328.0401

October 6, 2009

Mellisa Mufich
2728 Woodberry Way, Unit #3
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Ms. Mufich:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,

Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Mellisa Mufich have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, Mellisa Mufich attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit 3 at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

Mellisa Mufich — Name

10-6-09 — Date

Mellisa Mufich — Signature

_____ — Notice Provided By

_____ — Date

_____ — Signature

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Tel: 951.328.0300 Fax 951.328.0401

October 6, 2009

Jerry Creech
2728 Woodberry Way, Unit #4
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Mr. Creech:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,

Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Jerry Creech have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, Jerry Creech attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit 4 at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

JERRY CREECH
Name

10-6-09
Date

Jerry Creech
Signature

Notice Provided By

Date

Signature

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Cynthia McCray have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, Cynthia McCray attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit 4 at 2738 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

CYNTHIA McCRAY
Name

10-6-09
Date

Cynthia McCray
Signature

_____
Notice Provided By

_____
Date

_____
Signature

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October 6, 2009

Nadira Wasi
2728 Woodberry Way, Unit #7
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Ms. Wasi:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,

Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Nadira Wasi have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, Nadira Wasi attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit 7 at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

Nadira Wasi
Name

10-06-09
Date

N. Wasi
Signature

Notice Provided By

Date

Signature

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Sacramento, CA 95834
Tel: 916.372.6100 Fax 916.419.6108

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Riverside, CA 92501
Tel: 951.328.0300 Fax 951.328.0401

6 de octubre, 2009

Anthony Zaragoza
Unidad 8 de 2728 Woodberry Way
Rancho Cordova, CA 95670

Aviso de información general para inquilinos residenciales
Importante: no destruya este documento

Estimado inquilino:

La ciudad de Rancho Cordova y la Agencia de desarrollo comunitario de la ciudad de Rancho Cordova están interesados en adquirir, demoler y reconstruir la propiedad que usted ocupa actualmente en 2785 Woodbury Way para llevar a cabo una propuesta de proyecto que puede recibir financiamiento del Departamento de vivienda y desarrollo urbano (Department of Housing and Urban Development o HUD) de Estados Unidos en el marco de su Programa de estabilización de vecindarios (NSP) y/o el programa de Subsidios globales para el desarrollo comunitario (CDBG).

El propósito de esta notificación es informarle de que puede ser desplazado/a como resultado de dicho proyecto. Este aviso también tiene por fin informarle acerca de sus posibles derechos como persona desplazada en conformidad con la ley federal conocida como Ley uniforme de reubicación y adquisición de bienes raíces (URA). Si el proyecto propuesto consigue financiamiento HUD y si al final es desplazado/a como resultado de actividades de adquisición, rehabilitación o demolición del programa, usted puede tener derecho a recibir ayuda y beneficios por reubicación en conformidad con la ley URA.

- **Este no es un aviso de desalojar la propiedad.**
- **Esto no es un aviso de elegibilidad para recibir asistencia de reubicación.**

Si se determina que usted es elegible para recibir asistencia para la reubicación, usted puede tener derecho a: 1) servicios de asesoramiento de reubicación, incluyendo ayuda para encontrarle otro lugar donde vivir; 2) que se le notifique por escrito la fecha en que debe abandonar la propiedad con al menos 90 días de antelación ; 3) recibir pagos para sus gastos de mudanza; y 4) recibir pago por reemplazo de vivienda que le permitirá alquilar, o si lo prefiere comprar, un vivienda de reemplazo de categoría similar. También tendrá derecho a apelar la decisión de la agencia si siente que su solicitud de asistencia no fue adecuadamente considerada. El folleto HUD adjunto, "Relocation Assistance To Tenants Displaced From Their Homes" (Asistencia para la reubicación de inquilinos residenciales desplazados), ofrece explicación sobre esta ayuda y otra información útil.

(NOTA: Según lo dispuesto por la Ley de aplicación general nº 105-117, los extranjeros sin residencia legal en los Estados Unidos no tendrán derecho a recibir ayuda para reubicación, excepto en el caso de que dicha inhabilitación cause privaciones excepcionales a un cónyuge, padre o hijo elegible. Todas las personas que quieran recibir ayuda para reubicación deberán demostrar que son ciudadanos o nacionales de los Estados Unidos, o extranjeros con residencia legal en el país).

Por favor, no olvide que deberá seguir pagando el alquiler y cumpliendo todas las otras obligaciones estipuladas en su contrato de alquiler. El no hacerlo será considerado causa suficiente para el desalojo. Si usted decide mudarse o si es desalojad/a antes de recibir el aviso formal de elegibilidad para reubicación, no tendrá derecho a recibir ayuda para reubicación. Es importante que se ponga en contacto con nosotros antes de hacer planes de mudanza.

Recuerde, este no es un aviso de desalojo de la propiedad y tampoco establece su elegibilidad para recibir beneficios o asistencia para la reubicación en este momento. Si se determina que debe ser desplazado/a y se le pide desalojar la propiedad en el futuro, se le informará por escrito. En el caso de que el proyecto propuesto no se realice o si se determina que no debe ser desplazado, también se le informará por escrito.

Si tiene alguna pregunta sobre este aviso o sobre el proyecto propuesto, puede llamarme al teléfono (800) 424-1193. También puede ponerse en contacto con Reed Flory, coordinador de servicios de vivienda de Rancho Cordova al teléfono (916) 851-8789.

Atentamente,

Suzanne Gottier
Consultora principal de Laurin Associates, división de Raney Planning & Management, inc.
Asesora de reubicación de la ciudad de Rancho Cordova

AVISO DE INFORMACIÓN GENERAL (GIN)

DECLARACIÓN DE CONOCIMIENTO

Yo, Antonio Zaragoza declaro haber leído y comprendido el presente Aviso de Información General (GIN) que se me ha entregado. Entiendo que firmar esta declaración de conocimiento solamente certifica que he leído y comprendido este GIN dirigido a mí. Entiendo que mediante este GIN se me informa que puedo ser desplazado/a y NO es un aviso para desalojar la propiedad ni TAMPOCO una notificación de elegibilidad para recibir asistencia para la reubicación. Yo, Antonio Zaragoza doy fe de ser el/la inquilino/a legal cuyo nombre figura en el contrato de arrendamiento lo que me da derecho legal a ocupar la unidad 8 de 2785 Woodbury Way. Doy fe de que estoy autorizado/a a tomar decisiones relativas al arrendamiento de esta vivienda y de que soy la parte responsable para toda comunicación futura.

Antonio Zaragoza — 10-6-09

Nombre — Fecha

Antonio Zaragoza

Firma

_____ — 10-6-09

Notificación entregada por — Fecha

Antonio Zaragoza

Firma

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October 6, 2009

Joseph Harris
2728 Woodberry Way, Unit #9
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Mr. Harris:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

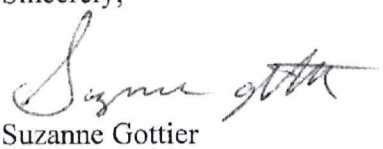
(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,



Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Joseph Harris have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, _____ attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit _____ at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

Joseph Harris — 10/7/09 — 10/6/09 SS

Name — Date

Joseph Harris

Signature

_____ _____

Notice Provided By — Date

_____

Signature

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Tel: 951.328.0300 Fax 951.328.0401

October 6, 2009

Syliva Hudson
2728 Woodberry Way, Unit #11
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Ms. Hudson:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,

Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Sylvia Hudson have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, Sylvia Hudson attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit #11 at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

Sylvia Hudson — Name

10/6/09 — Date

Sylvia Hudson — Signature

_____ — Notice Provided By

_____ — Date

_____ — Signature

RANEY
PLANNING & MANAGEMENT, INC.

www.raneymanagement.com

Northern California
1501 Sports Drive
Sacramento, CA 95834
Tel: 916.372.6100 Fax 916.419.6108

Southern California
2280 Market Street, Suite 220
Riverside, CA 92501
Tel: 951.328.0300 Fax 951.328.0401

October 6, 2009

Daniel Collins
2728 Woodberry Way, Unit #14
Rancho Cordova, CA 95670

General Information Notice – Residential Tenant
Important – Do Not Destroy

Dear Mr. Collins:

The City of Rancho Cordova and the Community Development Agency of the City of Rancho Cordova, are interested in acquiring, demolishing, and redeveloping the property you currently occupy at 2785 Woodbury Way for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program and/or the Community Development Block Grant program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

<u>Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.</u> If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact me at (800) 424-1193. You may also contact Reed Flory, City of Rancho Cordova Housing Services Administrator at (916) 851-8789.

Sincerely,

Suzanne Gottier
Senior Associate, Laurin Associates, a division of Raney Planning & Management, inc.
City of Rancho Cordova Relocation Consultant

GENERAL INFORMATION NOTICE (GIN)

STATEMENT OF UNDERSTANDING

I, Daniel J Collins JR have read and understand the General Information Notice (GIN) that has been provided for me. I understand that signing this statement of understanding only certifies that I have read and understand the GIN that has been provided to me. I understand that this notice only informs me that I may be displaced and that this GIN notice is NOT a notice to vacate the premises and is NOT a notice of relocation eligibility. I, Daniel J. Collins Jr. attest that I am the legal lessee whose name is on the rental lease agreement giving me legal permission to occupy unit 14 at 2785 Woodbury Way. I attest that I am authorized to make decisions regarding my tenancy at this residence and that I will be the responsible party for any future contact.

Daniel J Collins JR
Name

10-6-09
Date

Signature

Notice Provided By

Date

Signature

STAFF REPORT FOR AGENDA ITEM 9.7 WILL BE AVAILABLE FOR PUBLIC REVIEW ON SATURDAY, DECEMBER 5, 2009.

MEMORANDUM

Date: December 7, 2009

To: Mayor and Council Members

From: Mindy Cuppy, City Clerk

Subject: **SELECTION OF MAYOR AND VICE MAYOR**

RECOMMENDATION

That Council selects its next Mayor and Vice Mayor

RESULT OF RECOMMENDED ACTION

Result of recommended action is that Council appoints its leadership officers, per Resolution No. 05-2004. The ceremonial seating of the new Mayor and new Vice Mayor will take place at the next Council Meeting on December 21st.

BACKGROUND

On January 5, 2004, the City Council adopted Resolution No. 5-2004 to set forth the Council policy that one of its members would be selected as Mayor and one of its members selected as Mayor Pro Tempore at the first regular City Council meeting in December. Subsequently, Council adopted Resolution 185-2004 changing to Vice Mayor designation from Mayor Pro Tempore.

ATTACHMENTS

1. Resolution No. 5-2004
2. Resolution No. 185-2004

AGENDA ITEM 11.3

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 5-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA SELECTING DATE ON WHICH THE CITY COUNCIL SHALL ANNUALLY SELECT A MAYOR AND MAYOR PRO TEMPORE

RECITALS

WHEREAS, Government Code §36801 provides that the City Council shall select one of its members as mayor and one of its members as mayor pro tempore.

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves that the City Council shall select one of its members as Mayor and one of its members as Mayor Pro Tempore at the first regular City Council meeting in December.

ADOPTED, THIS 5th day of January, 2004 by the following vote:

AYES: Cooley, McGarvey, Sander, Budge, Roberts

NOES: None

ABSENT: None

ABSTENTIONS: None

APPROVED:

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT 2

RESOLUTION NO. 185-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA , CALIFORNIA AMENDING RESOLUTION 31-2004 AND CHANGING THE DESIGNATION OF MAYOR PRO TEMPORE TO VICE MAYOR

WHEREAS, the City Council is desirous of changing the designation of "Mayor Pro Tempore" to "Vice Mayor."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova does hereby determine and order that:

1. Section 4 and 5 of Resolution No. 31-2003 is amended to replace the "Mayor Pro Tempore" designation with "Vice Mayor" and that

2. That references to "Mayor Pro Tempore" in Resolution No. 5-2004 are hereby amended to be "Vice Mayor."

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 6th day of December, 2004, by the following vote:

AYES: Skoglund, Sander, McGarvey, Cooley, Budge

NOES: None

ABSENT: None

ABSTAIN: None

Linda Budge, Mayor

ATTEST:

Lillian E. Hare, City Clerk

INTEROFFICE MEMORANDUM

DATE: December 2, 2009

TO: Honorable Mayor and City Council

FROM: Mindy Cuppy, City Clerk

SUBJECT: **SUPPLEMENTAL REPORTS FOR THE DECEMBER 7, 2009 CITY COUNCIL MEETING WILL BE DELIVERED ON SATURDAY, DECEMBER 5, 2009**

The following supplemental documentation to the December 7, 2009 City Council meeting agenda packet will be delivered to you on Saturday, December 5:

Agenda Item 9.7 - Resolutions Determining the Public Interest and Necessity Require the Acquisition of Certain Real Property Interests, and Directing the Filing of Five Eminent Domain Proceedings for the Folsom Boulevard Enhancement Project

- Entire Staff Report will be delivered on Saturday.

Agenda Item 11.1 - Discussion of Mather Bungalows Emergency Shelter

- A supplemental report will be delivered on Saturday.

Agenda item 11.2 - 2010 City Council Meeting Schedule

- Updated calendar will be delivered on Saturday.

MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Adam Lindgren, City Attorney

SUBJECT: **RESOLUTIONS OF THE CITY COUNCIL DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY AND REAL PROPERTY INTERESTS AND DIRECTING THE FILING OF FOUR EMINENT DOMAIN PROCEEDINGS FOR THE FOLSOM BOULEVARD ENHANCEMENT PROJECT**

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Resolutions of Necessity numbered 1 through 4, authorizing eminent domain actions to acquire real property and real property interests for the Folsom Boulevard Enhancement Project ("Project") from the following owners and parcels:

1. Resolution No. 114-2009 – 11033 Folsom Boulevard, Sacramento Assessor's Parcel Number ("APN") 058-0280-010, Dickenson Revocable Trust and The Morgan Mobile Americana, LLC; Fee Simple Title and Temporary Construction Easement ("TCE").

2. Resolution No. 115-2009 – 10849 Folsom Boulevard, APN 058-0291-004, Kogos Family Trust; Public Utility Easement ("PUE") and TCE.

3. Resolution No. 116-2009 – 11015 Folsom Boulevard, APN 058-0530-001 & APN 058-0530-002, Ramesh Pitamber; TCE.

4. Resolution No. 117-2009 – 10853 Folsom Boulevard, APN 058-0291-003, Bill & Helen Kwong, et al; PUE and TCE.

The required findings for adoption of the aforementioned Resolutions are:

1. That the public interest and necessity require the Project;

2. That the Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; and

3. That the subject property and property interests are necessary for the Project.

AGENDA ITEM 9.7

If the Council finds and determines, based on the evidence presented at the hearing, each of the aforementioned findings with respect to one or all the four properties, then staff recommends that the Council adopt the proposed Resolutions of Necessity for each of the properties in which it has made the requisite findings.

RESULT OF RECOMMENDED ACTION

Action on the Resolutions of Necessity will authorize the City Attorney to direct the filing of actions in eminent domain to acquire the subject property and property interests for the Project.

BACKGROUND

The Project consists of improvements outlined in the Folsom Boulevard and Mather Road Streetscape Master Plan and the Folsom Boulevard Specific Plan (both of which are incorporated herein by this reference as though fully set forth herein). As detailed in the Categorical Exemption/Categorical Exclusion (incorporated herein by this reference as though fully set forth herein), the City, in conjunction with the Caltrans, is proposing to make a series of modifications to enhance the scenic view and improve the flow of traffic along a portion of Folsom Boulevard. The Folsom Boulevard Streetscape Enhancements – Phase 2 East Project involves constructing pedestrian and bicycle facilities along a segment of Folsom Boulevard, with priority given to completing gaps in the existing sidewalk and connecting Kinney High School to Light Rail Stations. The improvements will create standard bicycle facilities with traffic calming measure including landscape medians, driveway removal and consolidation, and construction of a new mid-block traffic signal. This project would require some related modifications and opportunities for improvements including installing new street and pedestrian lighting, relocating overhead power poles, converting an earthen, open drainage swale to underground piping, and intersection upgrades related to compliance with the Americans with Disability Act ("ADA").

Within the limits of the project, a continuous sidewalk will be constructed along the south side of Folsom Boulevard and gaps in the existing sidewalk on the north side of Folsom Boulevard will be completed. Wherever feasible, the sidewalks will be separated from the roadways by a landscape strip. Temporary ground disturbing activities associated with sidewalk and drainage improvements for this project may occur up to five feet from back of the curbs on the north side of Folsom Boulevard and may extend south of Folsom Boulevard up to ten feet north of the northernmost light rail track.

An easement and joint use agreement with Regional Transit will be necessary to construct the sidewalk and landscape improvements on the south side. Pedestrian safety fencing with gates shall be constructed along the south edge of the landscaping improvements. Accommodations for Regional Transit maintenance access, including gates and access roads, will be provided as necessary.

The project includes installation of a mid-block traffic signal at Folsom Boulevard/Union 76-Jimboys Tacos driveway to facilitate left in/out turning movements to parcels north of Folsom Blvd. in response to the loss of access created by the proposed raised median. Fehr & Peers prepared a traffic analysis technical memorandum for this mid-block signal concluding that traffic operations on Folsom Blvd. and nearby intersections would operate acceptably with this new signal.

"Strip take" Right of Way acquisitions will be required in locations where additional width is required to accommodate pedestrian and bicycle facilities, driveway closure/consolidation, or relocation of utility poles.

Landscape median installation and sidewalk and driveway work would require a maximum excavation depth of approximately two feet, with tree planting holes bored at a depth of approximately six feet. Traffic signal pole foundations would be a maximum of approximately eight feet deep. Underground utilities tie-ins may be trenched up to ten feet depth.

ENVIRONMENTAL REVIEW AND APPROVAL

The environmental clearance for the Project (Don Juan Drive to Sunrise Boulevard) was completed in February 2009. Specifically, on February 25, 2009, the City was issued a Categorical Exemption/Categorical Exclusion Determination for the Project.

THE SUBJECT PROPERTY AND OFFER TO PURCHASE:

A total of nine properties are affected by the Project. Communications with the property owners began in the early summer 2009. City representatives have been negotiating with the owners of the subject properties to secure the real estate interests that are needed. Settlement agreements have been reached with five of the property owners. The subject Resolutions of Necessity are for four properties for which there are no negotiated settlements to date. There have been numerous contacts with each of the owners or their representatives, and discussions will continue and every attempt will be made to reach settlements with all remaining property owners even if the proposed resolutions are adopted, and even if eminent domain actions are filed.

The following are the four subject properties and the proposed acquisitions from each:

1. The first parcel consists of 11033 Folsom Boulevard APN 058-0280-010, owned by Dickenson Revocable Trust and The Morgan Mobile Americana, LLC. From this parcel, the following acquisitions are proposed, as set forth in Exhibit A to **Attachment 1** herein:

    - A three-fee wide strip (295 square feet) along the southern boundary of the property adjacent to Folsom Boulevard in fee simple for the improvement of the sidewalk along Folsom Boulevard as part of the Project; and
    - An 18-month, 1,234 square foot TCE adjacent to the proposed right of way for use as a work area during construction.

    This property is approximately 4.440 acres. It is improved with a mini-storage facility operating as U Store N Lock Storage. The remainder of the parcel is paved for parking and access with some landscaping along Folsom Boulevard.

    The City retained a qualified appraiser to appraise the property, and made a written offer to the owners (pursuant to Government Code §7267.2) based upon the appraised value on August 20, 2009.

2. The second parcel consists of 10849 Folsom Boulevard, APN 058-0291-004, owned by the Kogos Family Trust. From this parcel, the following acquisitions are proposed, as set forth in Exhibit A to **Attachment 2** herein:

- A 2,672 square foot PUE adjacent to Folsom Boulevard and Cordova Lane for the relocation of existing utilities; and
- An 18-month, 2,672 square foot TCE which overlaps the PUE for use as a work area during construction.

This property is approximately 0.3126 acres. It is improved with an auto service shop. The remainder of the parcel is paved for parking and access with some landscaping along the borders.

The City retained a qualified appraiser to appraise the property, and made a written offer to the owners (pursuant to Government Code §7267.2) based upon the appraised value on September 17, 2009.

3. The third parcel consists of 11015 Folsom Boulevard, APNs 058-0530-001 and 058-0530-002, owned by Ramesh Pitamber. From this parcel, the following acquisition is proposed, as set forth in Exhibit A to **Attachment 3** herein:

- An 18-month, 16,094 square foot TCE along the south boundary of the property for use as a work area during construction.

This property is approximately 5.89 acres. The property is presently vacant. The owner proposed to develop an Embassy Suites hotel, but the development has not commenced due to the economic downturn.

The City retained a qualified appraiser to appraise the property, and made a written offer to the owners (pursuant to Government Code §7267.2) based upon the appraised value on September 17, 2009.

4. The fourth parcel consists of 10853 Folsom Boulevard, APN 058-0291-003, owned by Bill and Helen Kwong, Irene Kwong, Spencer Kwong, and Bryan Kwong. From this parcel, the following acquisitions are proposed, as set forth in Exhibit A to **Attachment 4** herein:

- A 7,863 square foot PUE adjacent to Folsom Boulevard and Cordova Lane for the relocation of existing utilities; and
- An 18-month, 7,862 square foot TCE which overlaps the PUE for use as a work area during construction. This is a 12.5 strip along the south boundary of the property.

This property is approximately 8.360 acres. The property is improved with and used as a multi-tenant retail center.

The City retained a qualified appraiser to appraise the property, and made a written offer to the owners (pursuant to Government Code §7267.2) based upon the appraised value on September 17, 2009.

ADOPTION OF THE RESOLUTION OF NECESSITY AND FINDINGS:

By adopting the proposed Resolutions of Necessity, the Council will authorize the filing of eminent domain actions to acquire the subject property and property interests as aforementioned. Before adopting the Resolutions of Necessity, the Council must make the following findings based on evidence presented at the hearing:

1. The public interest and necessity require the Project.

   The acquisition of private property for a public right-of-way has long been regarded as a "public use" for which the use of eminent domain is justified. Here, there are several statutes in the California Code of Civil Procedure and California Government Code authorizing the use of eminent domain for purposes of constructing, improving and/or expanding public right-of-ways. (California Code of Civil Procedure sections 1240.010-1240.050, 1240.110-1240.120, 1240.610; Government Code sections 37350.5, 37353, 39792, 40401, 40404.)

   As previously noted, the Project is needed to improve pedestrian and bicycle facilities along Folsom Boulevard. The Project improvements will also enhance traffic flow along Folsom Boulevard and provide intersection upgrades for ADA compliance. These modifications will improve pedestrian, bicyclist, and motorist safety. The Project also proposes extension and replacement of public utilities. Finally, the project will enhance scenic view along this stretch of Folsom Boulevard.

2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.

   Efforts were made to minimize the number of properties and property interests needed and to reduce other negative impacts without compromising the Project. The planned improvements have been designed to provide the maximum safety and functionality, and aesthetic improvements to the public utilizing easements which are no greater than necessary to meet Project objectives.

   The Project is also designed to minimize construction impacts on private property to those which are strictly necessary for the Project. For instance, the length of the TCE's proposed is the minimum necessary to construct the Project. Also, the size of the TCE's is the minimum necessary for maneuvering room during construction. In the case of the TCEs needed from 10849 and 10853 Folsom Boulevard, the TCEs overlap the area of the PUEs being sought and is the minimum area needed for work on the utilities within the PUE area. With respect to the TCE needed from 11015 Folsom Boulevard, this parcel was selected for a work area during construction because it is currently vacant, thus reducing the impact on any parcels with businesses operating thereon.

   The Project also requires the contractor to maintain driveway access to the affected properties at all times, thus minimizing any impact on any businesses located on the subject properties.

3. The property interests described in the Resolutions of Necessity are necessary for the Project.

   Due to the location of the subject properties along Folsom Boulevard and minimum area needed for standard bicycle, sidewalk, ADA, and traffic upgrades, the Project cannot go forward without acquisition of the subject property and property interests listed herein. Consequently, there is no alternative land on which to realign the Project improvements without compromising the Project, and the anticipated public benefits.

4. The offers required by Government Code section 7267.2 have been made to the owners of record.

   Written offers to purchase and appraisal summary statements for the properties were provided to the owners in August and September 2009. The City has been unsuccessful to date in attempts to acquire the needed acquisitions through negotiation.

5. The property and property interests are being acquired for a compatible use such that the City's use of same will not interfere with or impair the continued use of the subject properties for the public use that exists or may reasonably be expected to exist in the future on the properties, pursuant to California Code of Civil Procedure Section 1240.510.

   The subject properties are affected by easements in favor of the Sacramento Municipal Utilities District ("SMUD"). The City will be relocating existing SMUD electrical facilities as part of the Project. The acquisitions and use of the subject properties for the public use required for the Project will not interfere with or impair the continuance of the public use as it exists or may reasonably be expected to exist in the future, pursuant to California Code of Civil Procedure Section 1240.510.

6. The use for which the subject property and property interests are sought to be taken are a more necessary public use than the use to which the property is currently appropriated, pursuant to California Code of Civil Procedure section 1240.610.

   The subject property and property interests are being acquired for a more necessary public use pursuant to California Code of Civil Procedure section 1240.610, to wit, a public right of way and other improvements for same. Insofar as the subject properties have been put to public use (per the aforementioned easements), the acquisition and use of the properties for public use by the City for the Project is for a more necessary public use. Moreover, as previously indicated, the City's use will not impact any of the current use for utility purposes or any other public use reasonably foreseeable in the future. If any current or future uses cannot co-exist with the proposed use of the subject properties, the proposed use should dominate.

REASONS FOR THE RECOMMENDATION:

Adoption of the Resolutions of Necessity will allow the City Attorney to file eminent domain actions and request court orders of possession so that the Project can proceed on schedule. The proposed Resolutions make the required findings that the Council is authorized to acquire the subject property and property interests through the City's eminent domain powers by filing actions in court. The Resolutions must be approved by a two-thirds vote.

FINANCIAL IMPACT:

The direct fiscal impacts include the costs of acquisition for the property and property interests, attorney fees and costs if the action is filed, and administrative expenses.

No residences or other buildings are being taken. No person or business is being displaced or will need to relocate and there are no associated relocation expenses.

ATTACHMENTS

1. Resolution No. 114-2009 – 11033 Folsom Boulevard, APN 058-0280- 010, Dickenson Revocable Trust and The Morgan Mobile Americana, LLC; Fee Simple Title and TCE.

2. Resolution No. 115-2009 - 10849 Folsom Boulevard, APN 058-0291-004, Kogos Family Trust; PUE and TCE.

3. Resolution No. 116-2009 - 11015 Folsom Boulevard, APN 058-0530-001 & APN 058-0530-002, Ramesh Pitamber; TCE.

4. Resolution No. 117-2009 - 10853 Folsom Boulevard, APN 058-0291-003, Bill and Helen Kwong, Irene Kwong, Spencer Kwong, and Bryan Kwong; PUE and TCE.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 114-2009

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY AND REAL PROPERTY INTERESTS FROM 11033 FOLSOM BOULEVARD, CITY OF RANCHO CORDOVA, CALIFORNIA, AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

FOLSOM BOULEVARD ENHANCEMENT PROJECT

11033 Folsom Boulevard, City of Rancho Cordova, California
Owners: Dickenson Revocable Trust, Morgan Mobile Americana, LLC
Assessor's Parcel Number: 058-0280-010

WHEREAS, the purpose of the Folsom Boulevard Enhancement Project ("Project") is to enhance Folsom Boulevard for improved pedestrian, bicyclist, and motorist safety, compliance with the American with Disabilities Act, improved connectivity and flow along Folsom Boulevard, and beautification of the corridor; and

WHEREAS, the Project is consistent with the Folsom Boulevard and Mather Road Streetscape Master Plan and the Folsom Boulevard Specific Plan; and

WHEREAS, for the foregoing reasons, it is desirable and necessary for the City of Rancho Cordova's Project to acquire real property and real property interests from the property located at 11033 Folsom Boulevard, Rancho Cordova, California, as more particularly described in **Exhibit A**, which exhibit is attached hereto and made a part hereof by this reference and herein after referred to as the "Subject Property"; and

WHEREAS, the City is vested with the power of eminent domain to acquire real property by virtue of Article 1, Section 19, of the Constitution of the State of California; California Code of Civil Procedure sections 1240.010 - 1240.050, 1240.110, 1240.120, 1240.150, 1240.350; California Government Code sections 37350.5, 37353, 39792, 40401, 40404; and California Streets and Highways Code section 10102; and

WHEREAS, the City has satisfied the provisions and complied with all requirements of the California Environmental Quality Act for the Project; and

WHEREAS, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owners of the subject parcel for just compensation and provided same with an appraisal summary statement; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the California Code of Civil Procedure, notice has been duly given to all persons whose property interests may be acquired by eminent domain and whose names and addresses appear on the last County of Sacramento equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the City Council on the following matters:

a) Whether the public interest and necessity require the Project; and

b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and

c) Whether the property interest sought to be acquired is necessary for said Project; and

d) Whether the offer required by Government Code section 7267.2 has been made to the owners of record; and

e) Whether the Subject Property is being acquired for use that will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future; and

f) If the Subject Property is being acquired is appropriated to public use, whether the use for which the property is sought to be taken is a more necessary public use than the use to which the property is appropriated.

WHEREAS, the Council considered this matter as an item placed on its agenda at its regular meeting of December 7, 2009;

WHEREAS, the Council has duly considered all pertinent information presented to it on the issue before it, and specifically whether: (1) the public interest and necessity require the Project; (2) the Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; and (3) the subject property is necessary for the Project; and

WHEREAS, all findings and conclusions made by the Council pursuant to this Resolution are based on substantial evidence in the entire record before the Council, including all information and data in the administrative record, including each of the Project-related documents relevant to the adoption of this Resolution, including but not limited to, the Folsom Boulevard and Mather Road Streetscape Master Plan, the Folsom Boulevard Specific Plan, and the Categorical Exemption/Categorical Exclusion Determination for the Project, and are not based solely on the information provided in this Resolution; and

WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Rancho Cordova as follows:

1. The above recitals are true and correct and are matters on which these findings are based.

2. The public interest and necessity require the Project.

3. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

4. The taking in Fee Simple Title and the Temporary Construction Easement in and to a portion of the subject parcel is necessary for the Project.

5. The offer required by section 7267.2 of the Government Code had been made to the owners of record.

6. The Subject Property is being acquired for a compatible use under California Code of Civil Procedure section 1240.510 in that the City's use of the Subject Property will not interfere with or impair the continued use of the Subject Property for public utilities as they now exist or may reasonably be expected to exist in the future.

7. The Subject Property is being acquired for a more necessary public use under California Code of Civil Procedure section 1240.610 in that the City's use of the Subject Property is a more necessary public use than the use to which the property is appropriated.

IT IS FURTHER RESOLVED that the City Attorney is authorized and directed to institute and prosecute in the name of the City of Rancho Cordova an action in eminent domain for the acquisition of the Subject Property in accordance with the requirements of the eminent domain law, and to take such action as may be deemed advisable or necessary in connection therewith.

IT IS FURTHER RESOLVED that an order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Deposits Fund, in the amount determined by the Court to be so deposited, as a condition to the right of immediate possession.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, State of California, this 7th day of December, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

Owner: Denny D. Dickenson	Project File Number:	07
In or near APN 058-0280-010	Revision Date:	7/30/09
CCS 83 Zone 2 All calculations done on grid.	Preliminary Report Date:	07/16/08
Fidelity National Title Company	Preliminary Report Number:	08-5006091

Net Area (per Assessor)	193,406±sq.ft.	4.4400±acres
New Right-of-Way (07-01)	295±sq.ft.	0.0068±acres
Net Remainder Area	193,111±sq.ft.	4.4332±acres
New Temp. Construction Easement (07-02)	1,234±sq.ft.	0.0283±acres
Total "foot print" of new easements (07-02)	1,234±sq.ft.	0.0283±acres

Sign Relocation Agreement (89062 OR 1358) throughout property

Existing Sewer Esmt (3553 OR 395) encumbers Parcel 07-01 (07-E5)	295±sq.ft.	0.0068±acres

EXHIBIT "A"

PARCEL 07-01

All that property situate in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of the property described in the DEED to Denny D. Dickenson recorded May 26, 2004 In Book 20040526, at Page 3139, Official Records of Sacramento County, more particularly described as follows:

The most southeasterly 7.00 feet of said property.

Excepting therefrom the 4' road easement shown on the parcel map titled "Portion of Subdivision 'Henry S. Meller 176A' Rancho Rio De Los Americanos Book 1 of Maps, Map No. 2" filed in Book 25 of Parcel Maps, at Page 43, Sacramento County Records.

Containing of 295 square feet or 0.0068 acres, more or less.

The bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, Zone 2, in US Survey Feet. Multiply the above distances by 1.000048 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Matthew J. Stringer, LS 8151
License expires 12-31-2010

LICENSED LAND SURVEYOR
MATTHEW J. STRINGER
No. 8151
Exp. 12/31/10
STATE OF CALIFORNIA

September 4, 2009
Date

LEGEND

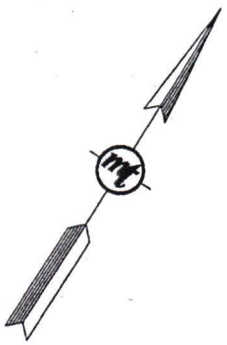
FEE PARCEL (AREA=295 Sq.Ft.±)

(TCE) AREA TO BE ACQUIRED BY SEPARATE DOCUMENT
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

LICENSED LAND SURVEYOR
Matthew J. Stringer
Exp. 12/31/2010
No. 8151
STATE OF CALIFORNIA

9/4/09



25 PM 43
PARCEL A
RAMESH PITAMBER
APN: 058-0280-009

25 PM 43
PARCEL A
DICKENSON REVOCABLE TRUST
APN: 058-0280-010
BK. 20040526
PG. 3139

SW'LY LINE OF DICKENSON TRUST

NE'LY LINE OF DICKENSON TRUST

25 PM 43
PARCEL C
FISCHER FAMILY TRUST
APN: 058-0280-011

TCE (007-02)

FEE
007-01

7.00'

SE'LY LINE OF DICKENSON TRUST

4' ROAD EASEMENT PER 25 PM 43

FOLSOM BOULEVARD

84'

℄

Bearings and distances shown are based on the California Coordinate System 1983, Zone 2, in U.S. Survey Feet. Multiply distances shown by 1.000048 to obtain ground level distances.

FEET 0 20 40 80

NW'LY line of RT R/W

SHEET 1 OF 1

Mark Thomas & Company Inc.

Scale 1"=40'
Date 7/30/2009
Drawn By AZ
Checked By MJS

EXHIBIT B
PARCEL 007-01
APN 058-0280-010
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-007-01.dwg Sep 04, 2009

EXHIBIT "A"

PARCEL 07-02

All that property situate in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of the property described in the DEED to Denny D. Dickenson recorded May 26, 2004 In Book 20040526, at Page 3139, Official Records of Sacramento County, more particularly described as follows:

The most southeasterly 19.50 feet of said property.

Excepting therefrom, the most southeasterly 7.00 feet of said property.

Containing of 1,234 square feet or 0.0283 acres, more or less.

The bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, Zone 2, in US Survey Feet. Multiply the above distances by 1.000048 to obtain ground level distances.

This Temporary Construction Easement shall expire 12/31/2011

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Matthew J. Stringer, LS 8151
License expires 12-31-2010



September 4, 2009
Date

EXHIBIT A

LICENSED LAND SURVEYOR
Matthew J. Stringer
Exp. 12/31/2010
No. 8151
STATE OF CALIFORNIA

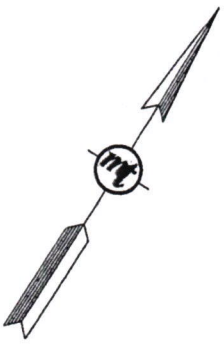
9/4/09

LEGEND

TCE (AREA=1,234 Sq.Ft.±)

( ) AREA TO BE ACQUIRED BY SEPARATE DOCUMENT

TCE TEMPORARY CONSTRUCTION EASEMENT



25 PM 43
PARCEL A
DICKENSON REVOCABLE TRUST
APN: 058-0280-010
BK. 20040526
PG. 3139

SW'LY LINE OF DICKENSON TRUST

NE'LY LINE OF DICKENSON TRUST

25 PM 43
PARCEL A
RAMESH PITAMBER
APN: 058-0280-009

25 PM 43
PARCEL C
FISCHER FAMILY TRUST
APN: 058-0280-011

TCE (007-02)

FEE (007-01)

19.50'

7.00'

SE'LY LINE OF DICKENSON TRUST

4' ROAD EASEMENT PER 25 PM 43

FOLSOM BOULEVARD

84'

℄

Bearings and distances shown are based on the California Coordinate System 1983, Zone 2, in U.S. Survey Feet. Multiply distances shown by 1.000048 to obtain ground level distances.

FEET 0 20 40 80

NW'LY line of RT R/W

SHEET 1 OF 1

Mark Thomas & Company Inc.

Scale 1"=40'
Date 7/30/2009
Drawn By AZ
Checked By MJS

EXHIBIT B
PARCEL 007-02
APN 058-0280-010
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

V:\Rancho Cordova -58-0049B- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-007-02.dwg Sep 04, 2009

Parcel name: 07-01

```
   North: 1982449.9087        East : 6769126.7350
Line  Course: N 57-20-18 E  Length: 98.38
        North: 1982503.0021          East : 6769209.5584
Line  Course: S 29-05-13 E  Length: 3.01
        North: 1982500.3717          East : 6769211.0216
Line  Course: S 57-20-18 W  Length: 98.21
        North: 1982447.3700          East : 6769128.3414
Line  Course: N 32-19-10 W  Length: 3.00
        North: 1982449.9053          East : 6769126.7375

   Perimeter: 202.59   Area: 295 Sq Ft 0.0068 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0042               Course: S 35-59-44 E
  Error North: -0.00340              East : 0.00247
Precision  1: 48,238.10
```

Parcel name: 07-02

```
   North: 1982460.4724        East : 6769120.0519
Line  Course: N 57-20-18 E  Length: 99.08
        North: 1982513.9436          East : 6769203.4646
Line  Course: S 29-05-13 E  Length: 12.52
        North: 1982503.0026          East : 6769209.5510
Line  Course: S 57-20-18 W  Length: 98.38
        North: 1982449.9091          East : 6769126.7276
Line  Course: N 32-19-10 W  Length: 12.50
        North: 1982460.4726          East : 6769120.0446

   Perimeter: 222.49   Area: 1,234 Sq Ft 0.0283 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0073               Course: N 87-54-51 W
  Error North: 0.00026              East : -0.00725
Precision  1: 30,476.71
```

CITY OF RANCHO CORDOVA

RESOLUTION NO. 115-2009

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY AND REAL PROPERTY INTERESTS FROM 10849 FOLSOM BOULEVARD, CITY OF RANCHO CORDOVA, CALIFORNIA, AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

FOLSOM BOULEVARD ENHANCEMENT PROJECT

10849 Folsom Boulevard, City of Rancho Cordova, California
Owners: Kogos Family Trust
Assessor's Parcel Number: 058-0291-004

WHEREAS, the purpose of the Folsom Boulevard Enhancement Project ("Project") is to enhance Folsom Boulevard for improved pedestrian, bicyclist, and motorist safety, compliance with the American with Disabilities Act, improved connectivity and flow along Folsom Boulevard, and beautification of the corridor; and

WHEREAS, the Project is consistent with the Folsom Boulevard and Mather Road Streetscape Master Plan and the Folsom Boulevard Specific Plan; and

WHEREAS, for the foregoing reasons, it is desirable and necessary for the City of Rancho Cordova's Project to acquire real property and real property interests from the property located at 10849 Folsom Boulevard, Rancho Cordova, California, as more particularly described in **Exhibit A**, which exhibit is attached hereto and made a part hereof by this reference and herein after referred to as the "Subject Property"; and

WHEREAS, the City is vested with the power of eminent domain to acquire real property by virtue of Article 1, Section 19, of the Constitution of the State of California; California Code of Civil Procedure sections 1240.010 - 1240.050, 1240.110, 1240.120, 1240.150, 1240.350; California Government Code sections 37350.5, 37353, 39792, 40401, 40404; and California Streets and Highways Code section 10102; and

WHEREAS, the City has satisfied the provisions and complied with all requirements of the California Environmental Quality Act for the Project; and

WHEREAS, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owners of the subject parcel for just compensation and provided same with an appraisal summary statement; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the California Code of Civil Procedure, notice has been duly given to all persons whose property interests may be acquired by eminent domain and whose names and addresses appear on the last County of Sacramento equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the City Council on the following matters:

a) Whether the public interest and necessity require the Project; and

b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and

c) Whether the property interest sought to be acquired is necessary for said Project; and

d) Whether the offer required by Government Code section 7267.2 has been made to the owners of record; and

e) Whether the Subject Property is being acquired for use that will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future; and

f) If the Subject Property is being acquired is appropriated to public use, whether the use for which the property is sought to be taken is a more necessary public use than the use to which the property is appropriated.

WHEREAS, the Council considered this matter as an item placed on its agenda at its regular meeting of December 7, 2009;

WHEREAS, the Council has duly considered all pertinent information presented to it on the issue before it, and specifically whether: (1) the public interest and necessity require the Project; (2) the Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; and (3) the subject property is necessary for the Project; and

WHEREAS, all findings and conclusions made by the Council pursuant to this Resolution are based on substantial evidence in the entire record before the Council, including all information and data in the administrative record, including each of the Project-related documents relevant to the adoption of this Resolution, including but not limited to, the Folsom Boulevard and Mather Road Streetscape Master Plan, the Folsom Boulevard Specific Plan, and the Categorical Exemption/Categorical Exclusion Determination for the Project, and are not based solely on the information provided in this Resolution; and

WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Rancho Cordova as follows:

1. The above recitals are true and correct and are matters on which these findings are based.

2. The public interest and necessity require the Project.

3. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

4. The Public Utility Easement and the Temporary Construction Easement in and to a portion of the subject parcel is necessary for the Project.

5. The offer required by section 7267.2 of the Government Code had been made to the owners of record.

6. The Subject Property is being acquired for a compatible use under California Code of Civil Procedure section 1240.510 in that the City's use of the Subject Property will not interfere with or impair the continued use of the Subject Property for public utilities as they now exist or may reasonably be expected to exist in the future.

7. The Subject Property is being acquired for a more necessary public use under California Code of Civil Procedure section 1240.610 in that the City's use of the Subject Property is a more necessary public use than the use to which the property is appropriated.

IT IS FURTHER RESOLVED that the City Attorney is authorized and directed to institute and prosecute in the name of the City of Rancho Cordova an action in eminent domain for the acquisition of the Subject Property in accordance with the requirements of the eminent domain law, and to take such action as may be deemed advisable or necessary in connection therewith.

IT IS FURTHER RESOLVED that an order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Deposits Fund, in the amount determined by the Court to be so deposited, as a condition to the right of immediate possession.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, State of California, this 7th day of December, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

Owner: Kogos Family Trust	Project File Number:	04
In or near APN 058-0291-004	Revision Date:	8/05/09
CCS 83 Zone 2 All calculations done on grid.	Preliminary Report Date:	07/22/08
Fidelity National Title Company	Preliminary Report Number:	08-5006103

Net Area (per record dimensions in description)	13,617±sq.ft.	0.3126±acres
New Public Utility Easement (04-02)	2,672±sq.ft.	0.0613±acres
New Temp. Construction Easement (04-03)	2,672±sq.ft.	0.0613±acres
Parcel 04-02 encumbers Parcel 04-03 (04-E1)	2,672±sq.ft.	0.0613±acres
Total "foot print" of new easements (04-E2)	2,672±sq.ft.	0.0613±acres

*Existing County Easement (3972 OR 799) is shown on Preliminary Report. However, the description terminates at the southeasterly line of the lands of the grantor, the property was not owned by the grantor at the time the easement was granted and there is no evidence of occupation by the County on this parcel. Therefore we conclude that the easement does not encumber the parcel.

EXHIBIT "A"

PARCEL 04-02

All that property situate in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of the property described in the Trust Transfer Deed to THE KOGOS FAMILY TRUST, recorded January 8, 1998 in Book 19980108 at Page 0579, Official Records of Sacramento County, more particularly described as follows:

All that portion of said Trust Transfer Deed lying southeasterly and southerly of the following described line:

Commencing at a found 3/4" iron pipe shown as marking the centerline of Cordova Lane at the Subdivision boundary line on County Field notes L1 of 3 dated 2/2/84 on file in the office of the Sacramento County Surveyor; thence North 59°16'32" East 42.50 feet to the **Point of Beginning** situate on a line parallel with and lying 12.50 feet northeasterly of the northeasterly right-of-way line of said Cordova Lane; thence along said parallel line South 30°43'28" East 457.73 feet to the beginning of a curve concave northerly, having a radius of 12.50 feet and a chord bearing South 76°41'41" East 17.97 feet; thence southeasterly 20.06 feet along said curve through a central angle of 91°56'26" to a line parallel with and lying 12.50 feet northwesterly of the northwesterly right-of-way line of Folsom Boulevard (being 55.00 feet from centerline); thence along said parallel line North 57°20'06" East 732.26 feet to the **Point of Termination**, which bears from said Point of Commencement the following three courses:

1) Along said centerline of Cordova Lane South 30°43'28" East 539.63 feet to the centerline of Folsom Boulevard,
2) Along said centerline North 57°20'06" East 790.00 feet and
3) North 32°39'54" West 67.50 feet.

Containing 2,672 square feet or 0.0613 acres, more or less.

The bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, Zone 2, in US Survey Feet. Multiply the above distances by 1.000048 to obtain ground level distances.

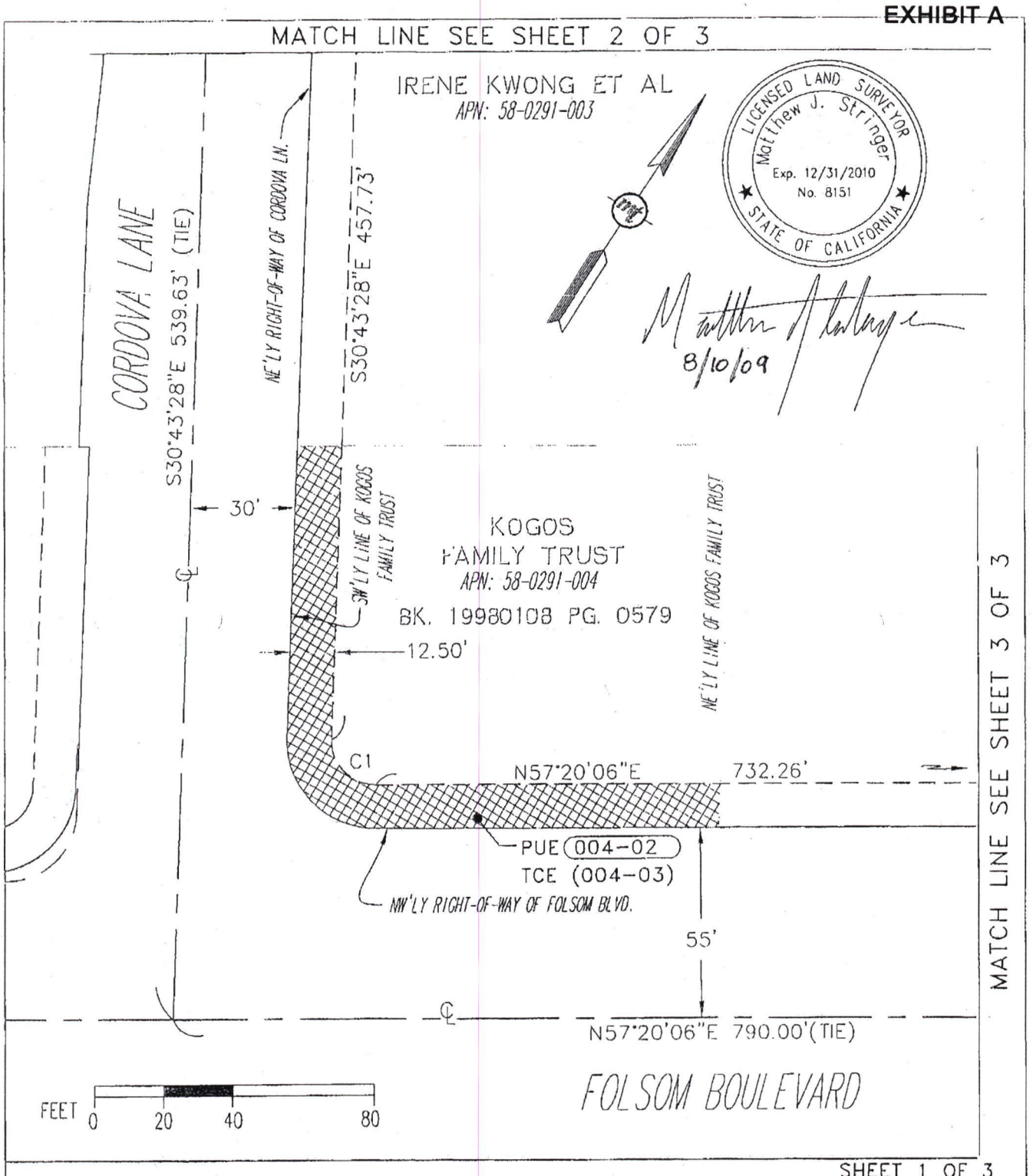
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Matthew J. Stringer, LS 8151
License expires 12-31-2010



August 10, 2009
Date

EXHIBIT A



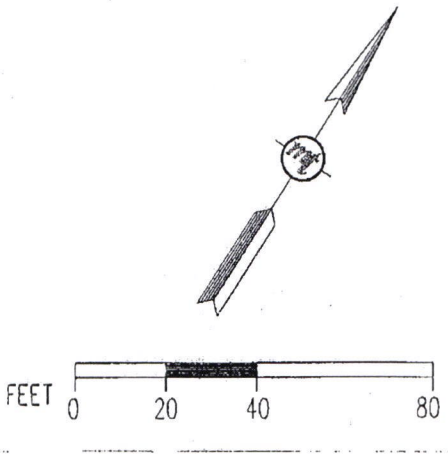
SHEET 1 OF 3

Mark Thomas & Company Inc.	EXHIBIT B PARCEL 004-02 APN 058-0291-004 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF RANCHO CORDOVA SACRAMENTO COUNTY, CALIFORNIA
Scale 1"=40' Date 8/05/2009 Drawn By BB Checked By MJS	CITY OF RANCHO CORDOVA CALIFORNIA

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-004-02.dwg Aug 10, 2009

EXHIBIT A

Bearings and distances shown are based on the California Coordinate System 1983. Multiply distances shown by 1.000048 to obtain ground level distances.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°16'32"E	42.50'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	12.50'	91°56'26"	20.06'

MATCH LINE SEE SHEET 1 OF 3

Mark Thomas & Company Inc.

Scale 1"=40'
Date 8/05/2009
Drawn By BB
Checked By MJS

EXHIBIT B
PARCEL 004-02
APN 058-0291-004
PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF RANCHO CORDOVA SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA CALIFORNIA

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-004-02.dwg Aug 10, 2009

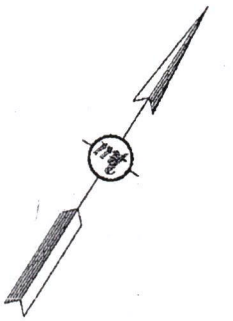
EXHIBIT A

LEGEND

PUE (AREA=2,672 Sq.Ft.±)

( ) AREA TO BE ACQUIRED BY SEPARATE DOCUMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
POT POINT OF TERMINATION
PUE PUBLIC UTILITY EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT



FEET 0 20 40 80

IRENE KWONG ET AL
APN: 58-0291-003

MATCH LINE SEE SHEET 1 OF 3

12.50'

POT

N57°20'06"E 732.26'

NW'LY RIGHT-OF-WAY OF FOLSOM BLVD.

55'

(TIE) 67.50' N32°39'54"W

℄

N57°20'06"E 790.00'(TIE)

FOLSOM BOULEVARD

SHEET 3 OF 3

Mark Thomas & Company Inc.

Scale 1"=40'
Date 8/05/2009
Drawn By BB
Checked By MJS

EXHIBIT B
PARCEL 004-02
APN 058-0291-004
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA CALIFORNIA

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-004-02.dwg Aug 10, 2009

Containing 2,672 square feet or 0.0613 acres, more or less.

The bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, Zone 2, in US Survey Feet. Multiply the above distances by 1.000048 to obtain ground level distances.

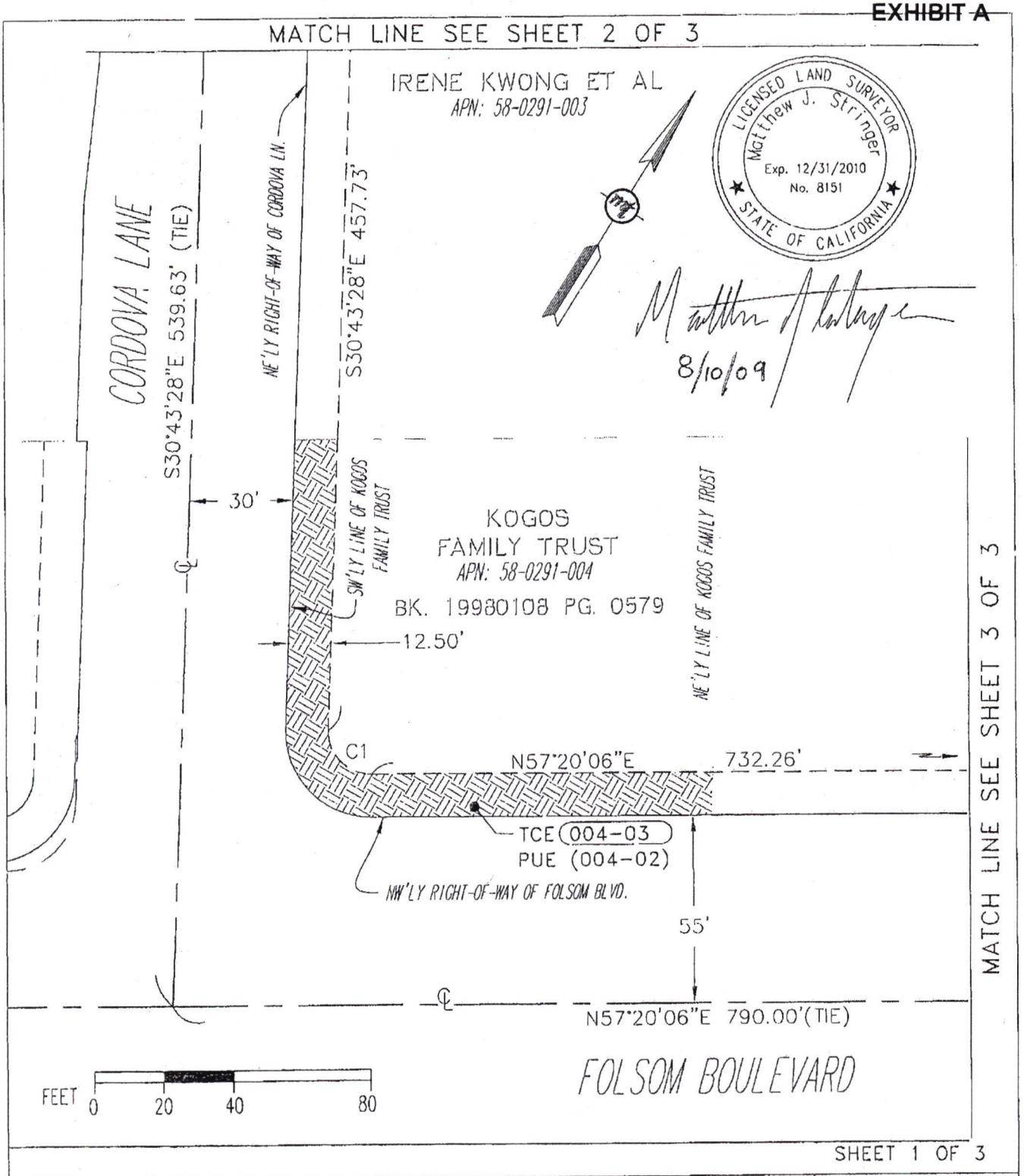
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Matthew J. Stringer, LS 8151
License expires 12-31-2010



AUGUST 10, 2009
Date

EXHIBIT A



SHEET 1 OF 3

Mark Thomas & Company Inc.

Scale 1"=40'
Date 8/05/2009
Drawn By BB
Checked By MJS

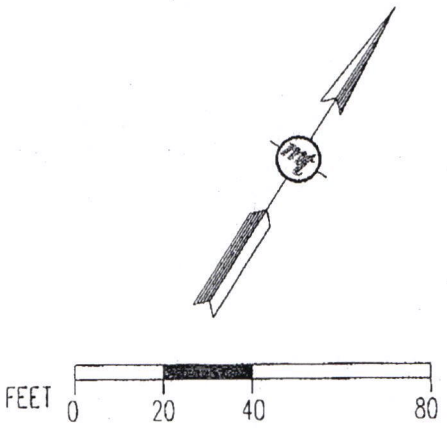
EXHIBIT B
PARCEL 004-03
APN 058-0291-004
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-004-03.dwg Aug 10, 2009

EXHIBIT A

Bearings and distances shown are based on the California Coordinate System 1983. Multiply distances shown by 1.000048 to obtain ground level distances.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°16'32"E	42.50'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	12.50'	91°56'26"	20.06'

MATCH LINE SEE SHEET 1 OF 3

Mark Thomas & Company Inc.

Scale 1"=40'
Date 8/05/2009
Drawn By BB
Checked By MJS

EXHIBIT B
PARCEL 004-03
APN 058-0291-004
PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF RANCHO CORDOVA SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA CALIFORNIA incorporated 2003

V:\Rancho Cordova -58-0049B- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-004-03.dwg Aug 10, 2009

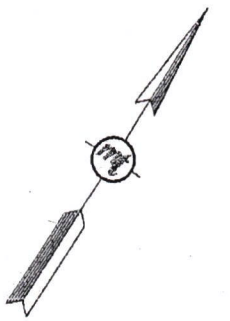
EXHIBIT A

LEGEND

TCE (AREA=2,672 Sq.Ft.±)

( ) AREA TO BE ACQUIRED BY SEPARATE DOCUMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
POT POINT OF TERMINATION
PUE PUBLIC UTILITY EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT



FEET 0 20 40 80

IRENE KWONG ET AL
APN: 58-0291-003

MATCH LINE SEE SHEET 1 OF 3

12.50'

POT

N57°20'06"E 732.26'

NW'LY RIGHT-OF-WAY OF FOLSOM BLVD.

55'

(TIE) 67.50' N32°39'54"W

℄

N57°20'06"E 790.00'(TIE)

FOLSOM BOULEVARD

SHEET 3 OF 3

Mark Thomas & Company Inc.

Scale 1"=40'
Date 8/05/2009
Drawn By BB
Checked By MJS

EXHIBIT B
PARCEL 004-03
APN 058-0291-004
PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF RANCHO CORDOVA SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA CALIFORNIA

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-004-03.dwg Aug 10, 2009

Parcel name: 04-02

```
   North: 1981042.9615        East : 6766915.6755
Line  Course: S 57-20-06 W  Length: 99.13
        North: 1980989.4585         East : 6766832.2238
Curve  Length: 40.12              Radius: 25.00
        Delta: 91-56-26          Tangent: 25.86
        Chord: 35.95              Course: N 76-41-41 W
    Course In: N 32-39-54 W   Course Out: S 59-16-32 W
    RP  North: 1981010.5045         East : 6766818.7306
    End North: 1980997.7318         East : 6766797.2398
Line  Course: N 30-43-28 W  Length: 84.12
        North: 1981070.0442         East : 6766754.2621
Line  Course: N 57-20-06 E  Length: 12.51
        North: 1981076.7962         East : 6766764.7935
Line  Course: S 30-43-28 E  Length: 84.55
        North: 1981004.1141         East : 6766807.9909
Curve  Length: 20.06              Radius: 12.50
        Delta: 91-56-26          Tangent: 12.93
        Chord: 17.97              Course: S 76-41-41 E
    Course In: N 59-16-32 E   Course Out: S 32-39-54 E
    RP  North: 1981010.5005         East : 6766818.7363
    End North: 1980999.9775         East : 6766825.4829
Line  Course: N 57-20-06 E  Length: 99.56
        North: 1981053.7126         East : 6766909.2966
Line  Course: S 30-43-28 E  Length: 12.51
        North: 1981042.9586         East : 6766915.6880

   Perimeter: 452.55    Area: 2,672 Sq Ft 0.0613 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0129             Course: S 76-41-41 E
  Error North: -0.00298            East : 0.01258
Precision  1: 35,082.17
```

Parcel name: 04-02-description

```
   North: 1981375.8846        East : 6766537.5890
Line  Course: N 59-16-32 E  Length: 42.50
        North: 1981397.5983         East : 6766574.1234
Line  Course: S 30-43-28 E  Length: 457.73
        North: 1981004.1178         East : 6766807.9821
Curve  Length: 20.06              Radius: 12.50
        Delta: 91-56-26          Tangent: 12.93
        Chord: 17.97              Course: S 76-41-41 E
    Course In: N 59-16-32 E   Course Out: S 32-39-54 E
    RP  North: 1981010.5042         East : 6766818.7275
    End North: 1980999.9812         East : 6766825.4741
Line  Course: N 57-20-06 E  Length: 732.26
        North: 1981395.2011         East : 6767441.9204
Line  Course: S 32-39-54 E  Length: 67.50
        North: 1981338.3768         East : 6767478.3519
Line  Course: S 57-20-06 W  Length: 790.00
        North: 1980911.9932         East : 6766813.2978
Line  Course: N 30-43-28 W  Length: 539.63
        North: 1981375.8863         East : 6766537.5904
```

Perimeter: 2649.69 Area: 73,318 Sq Ft 1.6831 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0022 Course: N 42-10-20 E
Error North: 0.00165 East : 0.00149
Precision 1: 1,204,404.55

Parcel name: 04-03

North: 1981042.9615 East : 6766915.6755
Line Course: S 57-20-06 W Length: 99.13
North: 1980989.4585 East : 6766832.2238
Curve Length: 40.12 Radius: 25.00
Delta: 91-56-26 Tangent: 25.86
Chord: 35.95 Course: N 76-41-41 W
Course In: N 32-39-54 W Course Out: S 59-16-32 W
RP North: 1981010.5045 East : 6766818.7306
End North: 1980997.7318 East : 6766797.2398
Line Course: N 30-43-28 W Length: 84.12
North: 1981070.0442 East : 6766754.2621
Line Course: N 57-20-06 E Length: 12.51
North: 1981076.7962 East : 6766764.7935
Line Course: S 30-43-28 E Length: 84.55
North: 1981004.1141 East : 6766807.9909
Curve Length: 20.06 Radius: 12.50
Delta: 91-56-26 Tangent: 12.93
Chord: 17.97 Course: S 76-41-41 E
Course In: N 59-16-32 E Course Out: S 32-39-54 E
RP North: 1981010.5005 East : 6766818.7363
End North: 1980999.9775 East : 6766825.4829
Line Course: N 57-20-06 E Length: 99.56
North: 1981053.7126 East : 6766909.2966
Line Course: S 30-43-28 E Length: 12.51
North: 1981042.9586 East : 6766915.6880

Perimeter: 452.55 Area: 2,672 Sq Ft 0.0613 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0129 Course: S 76-41-41 E
Error North: -0.00298 East : 0.01258
Precision 1: 35,082.17

Parcel name: 04-03-description

North: 1981375.8846 East : 6766537.5890
Line Course: N 59-16-32 E Length: 42.50
North: 1981397.5983 East : 6766574.1234
Line Course: S 30-43-28 E Length: 457.73
North: 1981004.1178 East : 6766807.9821
Curve Length: 20.06 Radius: 12.50
Delta: 91-56-26 Tangent: 12.93
Chord: 17.97 Course: S 76-41-41 E
Course In: N 59-16-32 E Course Out: S 32-39-54 E
RP North: 1981010.5042 East : 6766818.7275
End North: 1980999.9812 East : 6766825.4741
Line Course: N 57-20-06 E Length: 732.26

```
        North: 1981395.2011          East : 6767441.9204
Line  Course: S 32-39-54 E  Length: 67.50
        North: 1981338.3768          East : 6767478.3519
Line  Course: S 57-20-06 W  Length: 790.00
        North: 1980911.9932          East : 6766813.2978
Line  Course: N 30-43-28 W  Length: 539.63
        North: 1981375.8863          East : 6766537.5904

   Perimeter: 2649.69    Area: 73,318 Sq Ft 1.6831 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0022                Course: N 42-10-20 E
  Error North: 0.00165                East : 0.00149
Precision  1: 1,204,404.55
```

EXHIBIT "A"

PARCEL 04-03

All that property situate in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of the property described in the Trust Transfer Deed to THE KOGOS FAMILY TRUST, recorded January 8, 1998 in Book 19980108 at Page 0579, Official Records of Sacramento County, more particularly described as follows:

All that portion of said Trust Transfer Deed lying southeasterly and southerly of the following described line:

Commencing at a found 3/4" iron pipe shown as marking the centerline of Cordova Lane at the Subdivision boundary line on County Field notes L1 of 3 dated 2/2/84 on file in the office of the Sacramento County Surveyor; thence North 59°16'32" East 42.50 feet to the **Point of Beginning** situate on a line parallel with and lying 12.50 feet northeasterly of the northeasterly right-of-way line of said Cordova Lane; thence along said parallel line South 30°43'28" East 457.73 feet to the beginning of a curve concave northerly, having a radius of 12.50 feet and a chord bearing South 76°41'41" East 17.97 feet; thence southeasterly 20.06 feet along said curve through a central angle of 91°56'26" to a line parallel with and lying 12.50 feet northwesterly of the northwesterly right-of-way line of Folsom Boulevard (being 55.00 feet from centerline); thence along said parallel line North 57°20'06" East 732.26 feet to the **Point of Termination,** which bears from said Point of Commencement the following three courses:

1) Along said centerline of Cordova Lane South 30°43'28" East 539.63 feet to the centerline of Folsom Boulevard,
2) Along said centerline North 57°20'06" East 790.00 feet and
3) North 32°39'54" West 67.50 feet.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 116-2009

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY AND REAL PROPERTY INTERESTS FROM 11015 FOLSOM BOULEVARD, CITY OF RANCHO CORDOVA, CALIFORNIA, AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

FOLSOM BOULEVARD ENHANCEMENT PROJECT

11015 Folsom Boulevard, City of Rancho Cordova, California
Owners: Ramesh Pitamber
Assessor's Parcel Number: 058-0530-001 & APN 058-0530-002

WHEREAS, the purpose of the Folsom Boulevard Enhancement Project ("Project") is to enhance Folsom Boulevard for improved pedestrian, bicyclist, and motorist safety, compliance with the American with Disabilities Act, improved connectivity and flow along Folsom Boulevard, and beautification of the corridor; and

WHEREAS, the Project is consistent with the Folsom Boulevard and Mather Road Streetscape Master Plan and the Folsom Boulevard Specific Plan; and

WHEREAS, for the foregoing reasons, it is desirable and necessary for the City of Rancho Cordova's Project to acquire real property and real property interests from the property located at 11015 Folsom Boulevard, Rancho Cordova, California, as more particularly described in **Exhibit A**, which exhibit is attached hereto and made a part hereof by this reference and herein after referred to as the "Subject Property"; and

WHEREAS, the City is vested with the power of eminent domain to acquire real property by virtue of Article 1, Section 19, of the Constitution of the State of California; California Code of Civil Procedure sections 1240.010 - 1240.050, 1240.110, 1240.120, 1240.150, 1240.350; California Government Code sections 37350.5, 37353, 39792, 40401, 40404; and California Streets and Highways Code section 10102; and

WHEREAS, the City has satisfied the provisions and complied with all requirements of the California Environmental Quality Act for the Project; and

WHEREAS, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owners of the subject parcel for just compensation and provided same with an appraisal summary statement; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the California Code of Civil Procedure, notice has been duly given to all persons whose property interests may be acquired by eminent domain and whose names and addresses appear on the last County of Sacramento equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the City Council on the following matters:

a) Whether the public interest and necessity require the Project; and

b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and

c) Whether the property interest sought to be acquired is necessary for said Project; and

d) Whether the offer required by Government Code section 7267.2 has been made to the owners of record; and

e) Whether the Subject Property is being acquired for use that will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future; and

f) If the Subject Property is being acquired is appropriated to public use, whether the use for which the property is sought to be taken is a more necessary public use than the use to which the property is appropriated.

WHEREAS, the Council considered this matter as an item placed on its agenda at its regular meeting of December 7, 2009;

WHEREAS, the Council has duly considered all pertinent information presented to it on the issue before it, and specifically whether: (1) the public interest and necessity require the Project; (2) the Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; and (3) the subject property is necessary for the Project; and

WHEREAS, all findings and conclusions made by the Council pursuant to this Resolution are based on substantial evidence in the entire record before the Council, including all information and data in the administrative record, including each of the Project-related documents relevant to the adoption of this Resolution, including but not limited to, the Folsom Boulevard and Mather Road Streetscape Master Plan, the Folsom Boulevard Specific Plan, and the Categorical Exemption/Categorical Exclusion Determination for the Project, and are not based solely on the information provided in this Resolution; and

WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Rancho Cordova as follows:

1. The above recitals are true and correct and are matters on which these findings are based.

2. The public interest and necessity require the Project.

3. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

4. The Temporary Construction Easement in and to a portion of the subject parcel is necessary for the Project.

5. The offer required by section 7267.2 of the Government Code had been made to the owners of record.

6. The Subject Property is being acquired for a compatible use under California Code of Civil Procedure section 1240.510 in that the City's use of the Subject Property will not interfere with or impair the continued use of the Subject Property for public utilities as they now exist or may reasonably be expected to exist in the future.

7. The Subject Property is being acquired for a more necessary public use under California Code of Civil Procedure section 1240.610 in that the City's use of the Subject Property is a more necessary public use than the use to which the property is appropriated.

IT IS FURTHER RESOLVED that the City Attorney is authorized and directed to institute and prosecute in the name of the City of Rancho Cordova an action in eminent domain for the acquisition of the Subject Property in accordance with the requirements of the eminent domain law, and to take such action as may be deemed advisable or necessary in connection therewith.

IT IS FURTHER RESOLVED that an order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Deposits Fund, in the amount determined by the Court to be so deposited, as a condition to the right of immediate possession.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, State of California, this 7th day of December, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

Owner: Ramesh Pitamber	Project File Number:	06
In or near APN 058-0280-009	Revision Date:	08/05/09
CCS 83 Zone 2 All calculations done on grid.	Preliminary Report Date:	07/16/08
Fidelity National Title Company	Preliminary Report Number:	08-5006090

Net Area (per Assessor)	265,568±sq.ft.	5.8900±acres
New Temp. Construction Easement (06-01)	16,094±sq.ft.	0.3695±acres
Existing PUE (211 PM 9) encumbers Parcel 06-01	8,047±sq.ft.	0.1847±acres

EXHIBIT "A"

PARCEL 06-01

All that property situate in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of PARCEL 2 as shown on that certain Map, filed in Book 211 of Parcel Maps, Page 9, Official Records of Sacramento County, more particularly described as follows:

The southeasterly 25.00 feet of said parcel, measured from and parallel with the northwesterly line of the 11 foot Right of Way as shown on said map.

Containing a total of 16,094 square feet or 0.3695 acres, more or less.

The bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, Zone 2, in US Survey Feet. Multiply the above distances by 1.000048 to obtain ground level distances.

This Temporary Construction Easement shall expire 12/31/2011

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Matthew J. Stringer, LS 8151
License expires 12-31-2010

LICENSED LAND SURVEYOR
MATTHEW J. STRINGER
No. 8151
Exp. 12/31/10
STATE OF CALIFORNIA

August 10, 2009
Date

EXHIBIT A

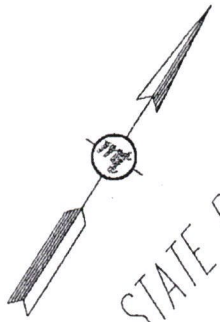
LEGEND

TCE (AREA=16,094 Sq.Ft.±)

TCE TEMPORARY CONSTRUCTION EASEMENT

LICENSED LAND SURVEYOR
Matthew J. Stringer
Exp. 12/31/2010
No. 8151
STATE OF CALIFORNIA

8/10/09



STATE ROUTE 50

211 PM 9
PARCEL 1

RAMESH PITAMBER
APN: 58-0280-009
BK. 20070810 PG. 1024

PARCEL 2

SW'LY line of RAMESH PITAMBER

NE'LY line of RAMESH PITAMBER

DICKENSON REVOCABLE TRUST
APN: 58-0280-010

TCE 006-01

N57°20'18"E 643.84'

SE'LY line of RAMESH PITAMBER

25.00'

11' ROAD EASEMENT PER 211 PM 9

4' ROAD EASEMENT PER 25 PM 43

FOLSOM BOULEVARD

84'

Bearings and distances shown are based on the California Coordinate System 1983. Multiply distances shown by 1.000048 to obtain ground level distances.

NW'LY line of RT R/W

FEET 0 20 40 80

SHEET 1 OF 1

Mark Thomas & Company Inc.

Scale 1"=40'
Date 8/05/2009
Drawn By BB
Checked By MJS

EXHIBIT B
PARCEL 006-01
APN 058-0280-009
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

V:\Rancho Cordova -58-00498- Folsom Blvd Streetscape Ph 2a\Survey\Plats\RCF-006-01.dwg Aug 10, 2009

Parcel name: 06-01

```
   North: 1982105.9015        East : 6768582.6873
Line  Course: N 32-39-42 W  Length: 25.00
        North: 1982126.9483         East : 6768569.1954
Line  Course: N 57-20-18 E  Length: 643.84
        North: 1982474.4141         East : 6769111.2263
Line  Course: S 32-19-10 E  Length: 25.00
        North: 1982453.2870         East : 6769124.5923
Line  Course: S 57-20-18 W  Length: 643.70
        North: 1982105.8968         East : 6768582.6792

   Perimeter: 1337.54   Area: 16,094 Sq Ft 0.3695 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0093                Course: S 60-04-38 W
  Error North: -0.00466               East : -0.00809
Precision  1: 143,821.51
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Parcel name: 06-E1

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   North: 1982105.9015        East : 6768582.6873
Line  Course: N 57-20-18 E  Length: 643.70
        North: 1982453.2917         East : 6769124.6004
Line  Course: N 32-19-10 W  Length: 12.50
        North: 1982463.8552         East : 6769117.9174
Line  Course: S 57-20-18 W  Length: 643.77
        North: 1982116.4272         East : 6768575.9454
Line  Course: S 32-39-42 E  Length: 12.50
        North: 1982105.9038         East : 6768582.6914

   Perimeter: 1312.47   Area: 8,047 Sq Ft 0.1847 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0047                Course: N 60-04-38 E
  Error North: 0.00233                East : 0.00404
Precision  1: 279,248.94
```

CITY OF RANCHO CORDOVA

RESOLUTION NO. 117-2009

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY AND REAL PROPERTY INTERESTS FROM 10853 FOLSOM BOULEVARD, CITY OF RANCHO CORDOVA, CALIFORNIA, AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

FOLSOM BOULEVARD ENHANCEMENT PROJECT

10853 Folsom Boulevard, City of Rancho Cordova, California
Owners: Bill & Helen Kwong, et al
Assessor's Parcel Number: 058-0291-003

WHEREAS, the purpose of the Folsom Boulevard Enhancement Project ("Project") is to enhance Folsom Boulevard for improved pedestrian, bicyclist, and motorist safety, compliance with the American with Disabilities Act, improved connectivity and flow along Folsom Boulevard, and beautification of the corridor; and

WHEREAS, the Project is consistent with the Folsom Boulevard and Mather Road Streetscape Master Plan and the Folsom Boulevard Specific Plan; and

WHEREAS, for the foregoing reasons, it is desirable and necessary for the City of Rancho Cordova's Project to acquire real property and real property interests from the property located at 10853 Folsom Boulevard, Rancho Cordova, California, as more particularly described in **Exhibit A**, which exhibit is attached hereto and made a part hereof by this reference and herein after referred to as the "Subject Property"; and

WHEREAS, the City is vested with the power of eminent domain to acquire real property by virtue of Article 1, Section 19, of the Constitution of the State of California; California Code of Civil Procedure sections 1240.010 - 1240.050, 1240.110, 1240.120, 1240.150, 1240.350; California Government Code sections 37350.5, 37353, 39792, 40401, 40404; and California Streets and Highways Code section 10102; and

WHEREAS, the City has satisfied the provisions and complied with all requirements of the California Environmental Quality Act for the Project; and

WHEREAS, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owners of the subject parcel for just compensation and provided same with an appraisal summary statement; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the California Code of Civil Procedure, notice has been duly given to all persons whose property interests may be acquired by eminent domain and whose names and addresses appear on the last County of Sacramento equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the City Council on the following matters:

a) Whether the public interest and necessity require the Project; and

b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and

c) Whether the property interest sought to be acquired is necessary for said Project; and

d) Whether the offer required by Government Code section 7267.2 has been made to the owners of record; and

e) Whether the Subject Property is being acquired for use that will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future; and

f) If the Subject Property is being acquired is appropriated to public use, whether the use for which the property is sought to be taken is a more necessary public use than the use to which the property is appropriated.

WHEREAS, the Council considered this matter as an item placed on its agenda at its regular meeting of December 7, 2009;

WHEREAS, the Council has duly considered all pertinent information presented to it on the issue before it, and specifically whether: (1) the public interest and necessity require the Project; (2) the Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; and (3) the subject property is necessary for the Project; and

WHEREAS, all findings and conclusions made by the Council pursuant to this Resolution are based on substantial evidence in the entire record before the Council, including all information and data in the administrative record, including each of the Project-related documents relevant to the adoption of this Resolution, including but not limited to, the Folsom Boulevard and Mather Road Streetscape Master Plan, the Folsom Boulevard Specific Plan, and the Categorical Exemption/Categorical Exclusion Determination for the Project, and are not based solely on the information provided in this Resolution; and

WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Rancho Cordova as follows:

1. The above recitals are true and correct and are matters on which these findings are based.

2. The public interest and necessity require the Project.

3. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

4. The Public Utility Easement and the Temporary Construction Easement in and to a portion of the subject parcel is necessary for the Project.

5. The offer required by section 7267.2 of the Government Code had been made to the owners of record.

6. The Subject Property is being acquired for a compatible use under California Code of Civil Procedure section 1240.510 in that the City's use of the Subject Property will not interfere with or impair the continued use of the Subject Property for public utilities as they now exist or may reasonably be expected to exist in the future.

7. The Subject Property is being acquired for a more necessary public use under California Code of Civil Procedure section 1240.610 in that the City's use of the Subject Property is a more necessary public use than the use to which the property is appropriated.

IT IS FURTHER RESOLVED that the City Attorney is authorized and directed to institute and prosecute in the name of the City of Rancho Cordova an action in eminent domain for the acquisition of the Subject Property in accordance with the requirements of the eminent domain law, and to take such action as may be deemed advisable or necessary in connection therewith.

IT IS FURTHER RESOLVED that an order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Deposits Fund, in the amount determined by the Court to be so deposited, as a condition to the right of immediate possession.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, State of California, this 7th day of December, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

EXHIBIT A

Owner: Bill & Helen Kwong	Project File Number:	05
In or near APN 058-0291-003	Revision Date:	8/05/09
CCS 83 Zone 2 All calculations done on grid.	Preliminary Report Date:	07/22/08
Fidelity National Title Company	Preliminary Report Number:	08-5006104

Net Area (per description in property summary)		8.36±acres
New Public Utility Easement (05-02)	7,863±sq.ft.	0.1805±acres
New Temp. Construction Easement (05-03)	7,863±sq.ft.	0.1805±acres
Parcel 05-02 encumbers Parcel 05-03	7,863±sq.ft.	0.1805±acres
Total "foot print" of new easements	7,863±sq.ft.	0.1805±acres

EXHIBIT "A"

PARCEL 05-02

All that property situate in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of the property described in the GIFT DEED to IRENE KWONG and others, recorded May 30, 2003 In Book 20030530, at Page 0972, Official Records of Sacramento County, more particularly described as follows:

All that portion of said GIFT DEED lying southeasterly and southerly of the following described line:

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Containing 7,863 square feet or 0.1805 acres, more or less.

The bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, Zone 2, in US Survey Feet. Multiply the above distances by 1.000048 to obtain ground level distances.

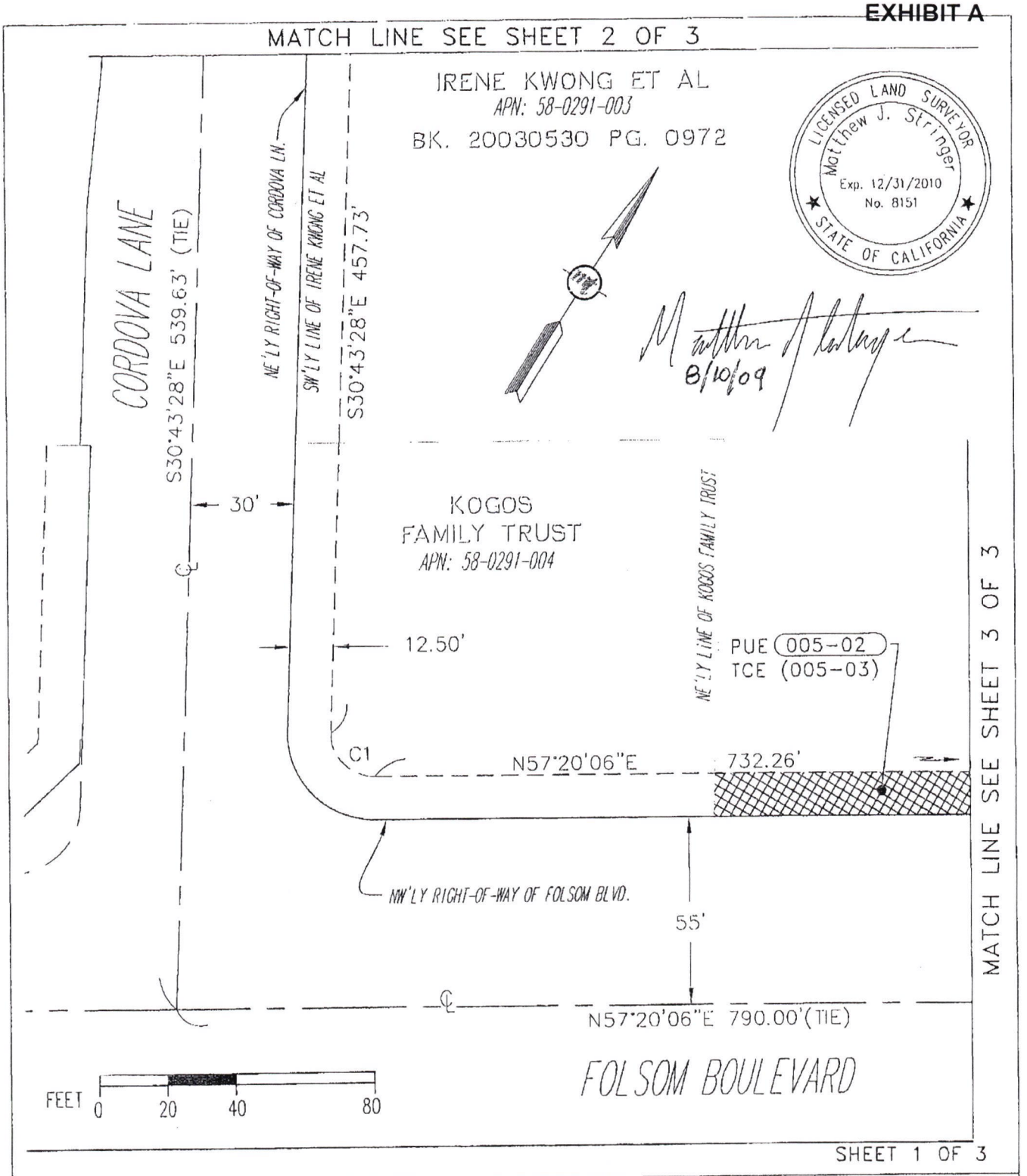
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Matthew J. Stringer, LS 8151
License expires 12-31-2010



AUGUST 10, 2009
Date

EXHIBIT A



Mark Thomas & Company Inc.	EXHIBIT B PARCEL 005-02 APN 058-0291-003 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF RANCHO CORDOVA SACRAMENTO COUNTY, CALIFORNIA	CITY OF RANCHO CORDOVA CALIFORNIA
Scale 1"=40' Date 8/05/2009 Drawn By BB Checked By MJS		

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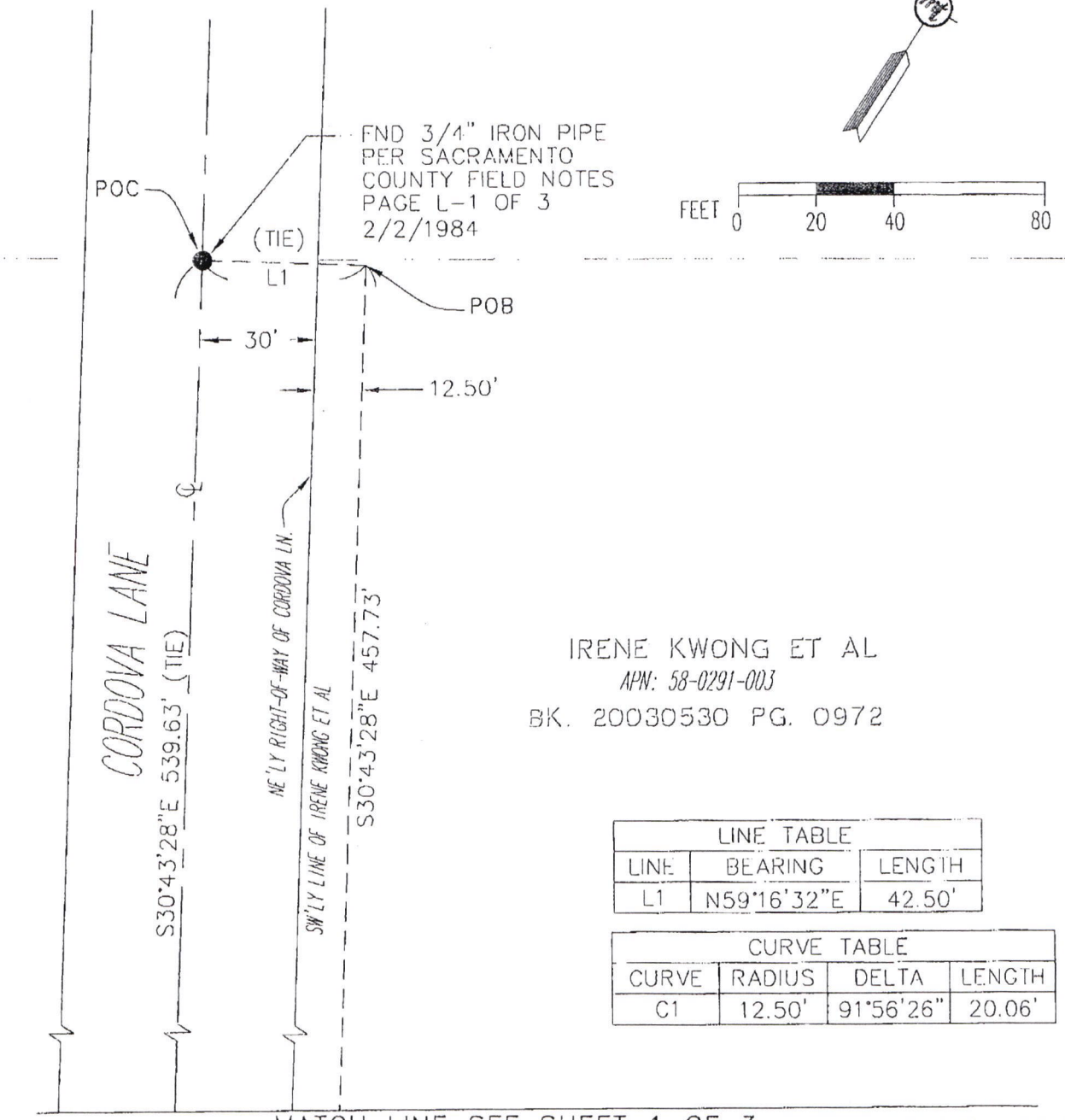

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MATCH LINE SEE SHEET 1 OF 3

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LEGEND

PUE (AREA=7,863 Sq.Ft.±)

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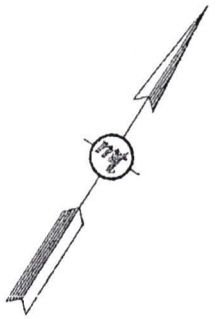

FEET 0 20 40 80

IRENE KWONG ET AL
APN: 58-0291-003
BK. 20030530 PG. 0972

NE'LY LINE OF IRENE KWONG ET AL

PUE (005-02)
TCE (005-03)

12.50'

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N57°20'06"E 732.26'

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FOLSOM BOULEVARD

MATCH LINE SEE SHEET 1 OF 3

SHEET 3 OF 3

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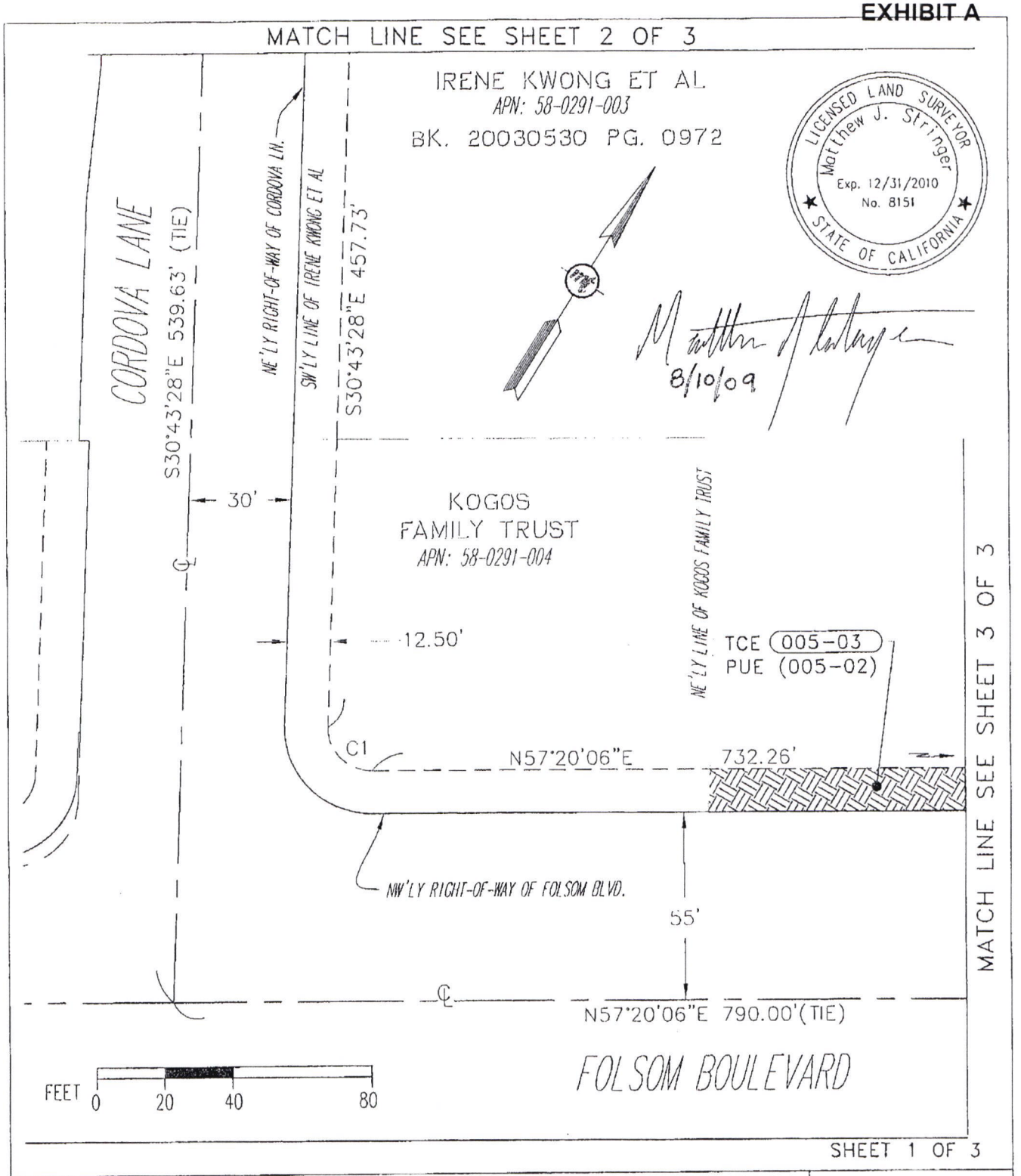

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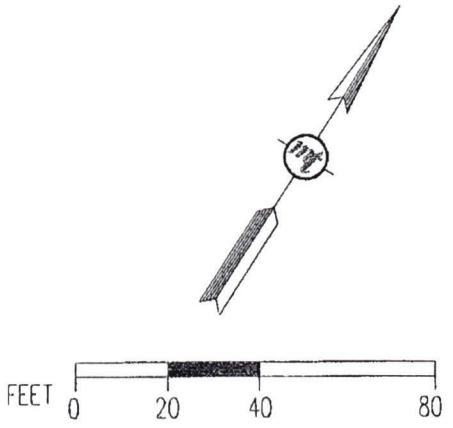

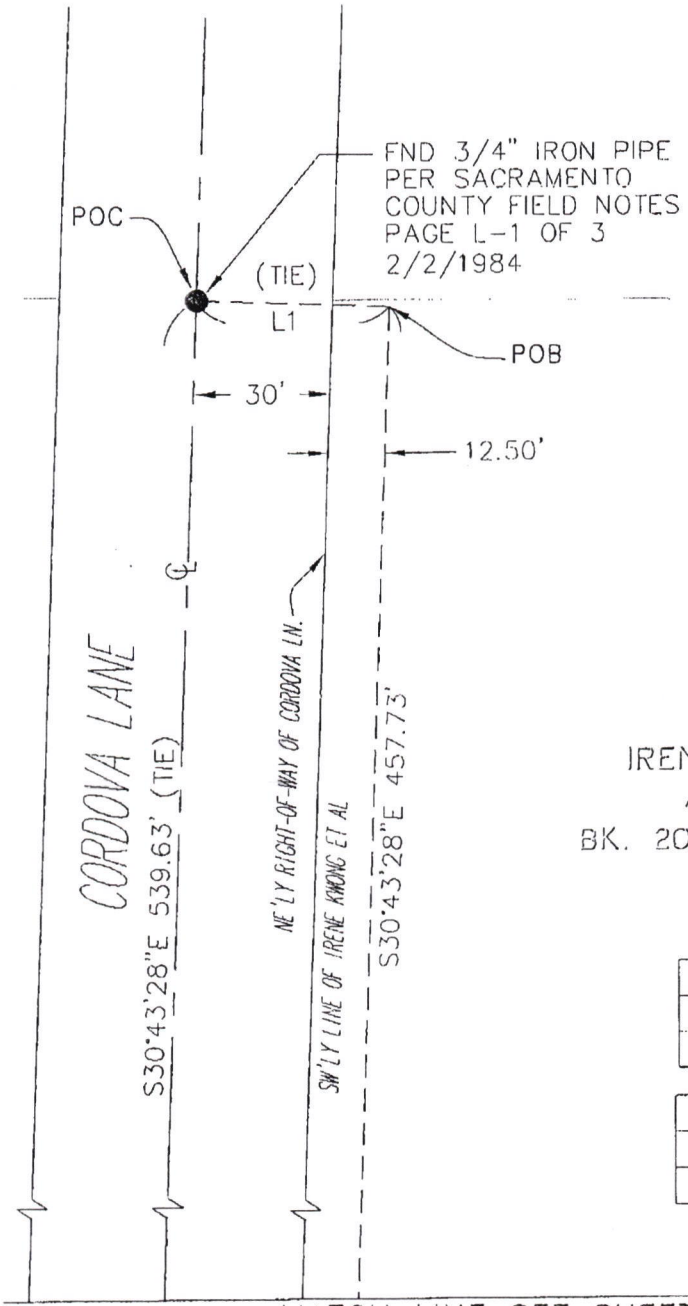

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EXHIBIT A

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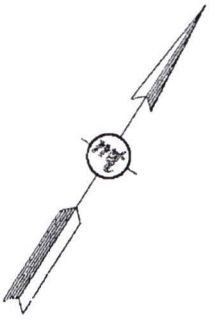

FEET 0 20 40 80

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NE'LY LINE OF IRENE KWONG ET AL

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FOLSOM BOULEVARD

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CITY OF RANCHO CORDOVA CALIFORNIA

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Parcel name: 05-02

North: 1981053.7131 East : 6766909.2854
Line Course: N 57-20-06 E Length: 629.03
North: 1981393.2171 East : 6767438.8284
Line Course: S 30-43-19 E Length: 12.51
North: 1981382.4628 East : 6767445.2194
Line Course: S 57-20-06 W Length: 629.03
North: 1981042.9588 East : 6766915.6764
Line Course: N 30-43-28 W Length: 12.51
North: 1981053.7129 East : 6766909.2849

Perimeter: 1283.08 Area: 7,863 Sq Ft 0.1805 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
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Error North: -0.00028 East : -0.00047
Precision 1: 2,566,160.00

Parcel name: 05-02-description

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North: 1981397.5983 East : 6766574.1234
Line Course: S 30-43-28 E Length: 457.73
North: 1981004.1178 East : 6766807.9821
Curve Length: 20.06 Radius: 12.50
Delta: 91-56-26 Tangent: 12.93
Chord: 17.97 Course: S 76-41-41 E
Course In: N 59-16-32 E Course Out: S 32-39-54 E
RP North: 1981010.5042 East : 6766818.7275
End North: 1980999.9812 East : 6766825.4741
Line Course: N 57-20-06 E Length: 732.26
North: 1981395.2011 East : 6767441.9204
Line Course: S 32-39-54 E Length: 67.50
North: 1981338.3768 East : 6767478.3519
Line Course: S 57-20-06 W Length: 790.00
North: 1980911.9932 East : 6766813.2978
Line Course: N 30-43-28 W Length: 539.63
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Perimeter: 2649.69 Area: 73,318 Sq Ft 1.6831 Ac.

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Precision 1: 1,204,404.55

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Precision  1: 1,204,404.55
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MEMORANDUM

DATE: December 7, 2009

TO: Honorable Mayor and Council Members

FROM: Curt Haven, Economic Development Director
Paul Junker, Planning Director

SUBJECT: **MATHER BUNGALOWS SUPPLEMENTAL REPORT**

RECOMMENDATION

Consider presentation by proponents for the Mather Bungalows Emergency Shelter and determine adequacy and appropriateness of the proposed emergency shelter program.

Identify key outstanding issues of concern and requested project commitments and modifications to be communicated to the Sacramento County Board of Supervisors.

RESULT OF RECOMMENDED ACTION

Council comments will be provided to the emergency shelter proponents and to Sacramento County staff and elected officials that provide funding for and will oversee the proposed emergency shelter. City Council approval is not required for the implementation of this proposal.

BACKGROUND – SUPPLEMENTAL INFORMATION

This report provides supplemental information related to the Mather Bungalows Emergency Shelter that has been discussed or identified subsequent to publishing of the City Council's December 7, 2009 Agenda Packet.

Provided herein are:

- Summary of City/Shelter Proponent meetings and communications
- Review of additional information provided by Shelter Proponents
- Remaining Issues of Concern and Requests to the Board of Supervisors

SUMMARY OF MEETING AND COMMUNICATIONS

Representatives of St. John's Shelter, Sacramento County Department of Human Assistance staff (collectively Project Proponents) and City of Rancho Cordova staff and elected officials have conducted an intensive dialogue over the past four weeks in order to identify and resolve issues associated with the proposed Mather Bungalows Emergency Shelter (Project).

Key coordination efforts have included:

- November 2, 2009 Project presentation to City Council
- November 4, 2009 City letter requesting additional information on the Project
- November 16, 2009 Project Proponents response to City letter
- November 19, 2009 Elected officials and senior staff meeting
- November 25, 2009 City letter requesting additional information on the Project
- December 1, 2009 Elected officials and senior staff meeting, including presentation of additional information by Project Proponents

The dialogue and review undertaken by the Project Proponents and City representatives reflect the importance of providing emergency shelter as well as the importance of ensuring the Project integrates successfully within the surrounding land uses and the overall community. City staff appreciates the hard work of the County staff and St. John's Shelter representatives over the past month and appreciates the recognition of Rancho Cordova's role in reviewing and participating in the planning and execution of the proposed Project.

SUPPLEMENTAL INFORMATION PROVIDED BY PROJECT PROPONENTS

The City Council's original packet for the December 7, 2009 meeting includes a summary report and all materials provided by the Project Proponents prior to December 1, 2009. Additional materials received after Council packet reproduction is attached hereto **Attachment D**. Key information provided on December 1st includes:

- Data on the regional distribution of publicly subsidized housing
- Availability of services, including childcare, within Rancho Cordova
- Guidelines for Project operations, including security measures
- Financial plan, including revenues and proposed expenditures

While Project Proponents attempted to respond to all of the City's requests for additional information, the limited time between the City's November 25th communication and the December 1st meeting provided limited opportunity to fully address the City's concerns. As such, the City remains concerned over the potential for the Project to create adverse impacts on surrounding programs (Mather Community Campus) and the broader Rancho Cordova community.

CONCENTRATION OF TRANSITIONAL AND EMERGENCY SHELTER BEDS

An issue that has been raised is the concentration of transitional housing and emergency shelter beds in Rancho Cordova compared to the rest of the County. As the table below shows, currently Rancho Cordova represents 4.3% of the Sacramento Countywide population. The City currently contains 37% of the countywide transitional housing beds and none of the emergency shelter beds but if the Mather bungalows emergency shelter program is implemented would house 13% of this categories beds. If transitional housing beds and emergency shelter beds categories are combined, the City currently has 22% of the countywide beds; and if the Mather emergency shelter program is implemented the City would house 27% of the countywide beds.

Sacramento County Transitional Housing and Emergency Shelter Beds

Item	Rancho Cordova	Remaining County	Total Countywide
Population - DOF 1/1/09	61,817	1,371,370	1,433,187
% of Total Population	**4.3%**	95.7%	
Transitional Housing Beds	376	637	1,013
% of Total Transitional	**37.1%**	62.9%	
Emergency Shelter Beds			
Without Mather Use	0	672	672
With Mather Use	102	672	774
% of Total without Mather	**0.0%**	100.0%	
% of Total with Mather	**13.2%**	86.8%	

REMAINING ISSUES OF CONCERN

As noted in various meetings between the Project Proponents and City representative, the City remains concerned about the introduction of a new class of homeless facility in close proximity to the Mather Community Campus. The proposed project is clearly a "shelter" and not a service rich transitional housing program like the Mather Community Campus.

In reviewing the proposed Project budget, it appears to the City that the Project is underfunded and we remain concerned over both the success of the program in meeting more than basic shelter needs, the lack of onsite programs and the seemingly inadequate security provisions.

Project Proponents have consistently stated no unsafe units will be occupied until safety issues are resolved. However, documentation provided to the City indicates no evaluation of toxic mold conditions has been or will be conducted and that inspections to date appear to be superficial. Smoke detectors, fire panels and storage rooms were not inspected because doors were locked.

Presence of mold in dwellings remains a concern. Enercon Consulting, under contract to SHRA, provided the attached Preliminary Mold Inspection Report (**Attachment G**) and Guidelines for Remediation (**Attachment H**). John Wharff from Enercon has advised SHRA staff that "none of the units are beyond being cleaned to habitable status, although (7) seven units have more than 10 square feet of mold and (1) one has substantial mold. Most of the mold issues are in the water heater closets which have no ventilation. While not EPA mandated, the (8) eight units with the most of the mold should be cleaned by a knowledgeable contractor. The other units have much less mold and they could be cleaned (mold areas wiped with a fungicide), per the standards he attached to his e-mail, by maintenance personnel or a contractor." A rough estimate for cleanup of all of the units is approximately $15,000 and would take about three days of

work. It appears additional analysis of mold conditions may be planned, but detailed assessments of mold conditions are not currently available.

The City has stated concerns over lead based paint and asbestos conditions within the Bungalows. No remediation of lead based paint appears to be proposed and it is staff's understanding that Project Proponents do not believe asbestos remediation will be required unless structural repairs are required within the dwellings.

While not documented in formal approvals or binding agreements, there is a clear perception in Rancho Cordova that during approval of the Mather Community Campus, a commitment was made that no homeless shelters would be established in or around the Mather Community Campus. Further, there has been an expansion of total allowed individuals and families within the Mather housing and shelter programs over time and the community is concerned over continuing expansion of programs.

Overall, the City's greatest concern relates to preserving the integrity of the Mather Community Campus existing programs and the potential for the Project to generate further demands on already impacted local services that are suffering from budget cuts and lowered staffing numbers.

REQUESTS TO THE SACRAMENTO COUNTY BOARD OF SUPERVISORS

Recognizing the critical need to provide emergency shelter for the homeless, staff has considered how the above concerns can be addressed and offers the following for Council consideration. While the City Council has no direct approval authority related to the proposed Project, it is within the County Board of Supervisors' authority to agree to and place upon the Project various requirements to address the City's concerns. Staff offers the following suggestions for Council consideration:

1. County shall conduct complete and detailed assessments of each dwelling prior to occupancy, including determination of risks related to mold, lead based paints and asbestos. Assessments reports shall be forwarded to City of Rancho Cordova for review.

2. Fencing shall be installed around the project and the associated playground area Entry to the facility shall be located to facilitate surveillance of access and to maximize site security.

3. County shall provide written commitment that the winter shelter program will close June 1 (30?) 2010 and shall not reopen pending approval of the City Council, working in conjunction with the County Board of Supervisors or their representatives.

4. An oversight committee of City and County staff shall meet monthly to monitors and resolve any problems or issues that arise during Project operation.

5. An exit strategy for the families and individuals leaving the shelter shall be prepared and shall ensure that the Rancho Cordova community is not impacted by transfers to surrounding motels within the community.

ATTACHMENTS:

ATTACHMENT D	Proponents Additional Information, December 1, 2009
ATTACHMENT E	County Inspection Letter, December 3, 2009
ATTACHMENT F	MMC Bungalows Maintenance Inspection Table
ATTACHMENT G	Preliminary Mold Inspection Report, Enercon Consulting
ATTACHMENT H	Table 2, Guidelines for Remediating Building Materials with Mold Growth

- **Location of County's Homeless Programs and Motels that will accept vouchers:** See attached list for the location of County Homeless Programs, as well as the number of beds. See also attached list for location of motels accepting vouchers. (*Note: "Scattered sites housing that is referred to in the list of County Homeless Programs is housing that is tenant based rental assistance and in many cases it is up to the individual to seek out their own apartment. Some scattered sites are attached to a specific program, such as, for instance the VOA/Adolpho scattered sites. There is no central repository for the location of these scattered sites. However, DHA Homeless Programs staff believe that the majority of the scattered sites are within the City of Sacramento or the unincorporated areas of the County. One example of a scattered site program is the DHA Shelter Plus Care Program. Only 5 of the 500 Shelter Plus Care "vouchers" are located within the City of Rancho Cordova.*)

- **Subsidized Housing Numbers:** Countywide Public Housing Units total 3066, 73 of the Public Housing Units are in Rancho Cordova; Countywide Multifamily Projects total 183, 9 of the Multifamily Projects are in Rancho Cordova (SHRA 11/30/09).

- **Mather occupancy information – what was the number of families originally agreed to for the MCC, and the number delineated in the later expansion agreement? 1992:** 60 families, approximately 180 parents and children (SHRA request to the U.S. Department of Health and Human Services); **2002 expansion**: an additional 45-60 families (language in the 2002 SHRA document does not specifically cite the number of persons, however the 2003 BOS Board letter cites an increase from the then 75 children on the campus, to between 150 and 200 children). *Note: The current number of children on the MCC is 86; adults in families is 43, and singles, 164 = 293 total.*

- **Potential for negative impact on the MCC:** All steps are being taken to ensure that there will be no negative impact from the Mather Bungalow Program. The success of all programs on the MCC is a function of clearly delineated program guidelines and rules, as well as adequate staffing, and an understanding by all program staff and clients that the programs are distinct, with the exception of agreed upon collaborations or shared facilities or services. Communication among program managers and key staff is critical to ensuring that negative impacts are prevented or minimized.

- **Status of Bungalow inspections:** SHRA is contracting with a consultant, ENERCON, who "walked the units" on November 20th and on a preliminary basis identified approximately 8 units (out of the 40 that were walked) that are impacted by mold growth and/or water damage. The consultant will do a more precise inventory of the needs of each of the units on November 30th. County building inspectors will inspect the units on December 2nd and will coordinate inspections and permits and have been put in touch with the ENERCON consultant for planning around the timing of inspections/permitting.

- **Possible violations of the Lease agreement between the Air Force and the County:** County Counsel reviewed the "Record of Decision" referred to by Rancho Cordova Planning Director Paul Junker in his November 25, 2009 letter to Michele Steeb, and found that the planned Winter Shelter Bungalow Program is consistent with the original language specified for use of the premises. In addition, the Mather Bungalow Program is consistent with the original use of the Bungalows, which was for families, so the EIR impact should not be an issue.

- **St. John's Bungalow Program and Budget Information:**
  - **Daycare for children of program occupants:** Mothers are required to be with their children at all times, unless a child is at school or unless the child is in the after school program. As part of their program requirements, mothers will be encouraged to help one another with child care. Note: DHA staff researched CalWORKS childcare availability in the Rancho community, (includes zip codes 95655, 95670, 95742). Currently, there are a total of 964 slots available, the majority in the Rancho Cordova community, 95670.
  - **Education for school age children:** All children of school age are required to be in school every day. Like MCC students, Mather Bungalow students will attend schools in the Folsom Cordova School District. It is likely that most of the children housed in the bungalows that are school age will be in elementary school and will attend Navigator Elementary. St. John's staff made contact with the principal at Navigator School and was assured that there is capacity to accept the anticipated number of Mather Bungalow students. St. John's is also exploring opportunities with Mustard Seed School.
  - **Transportation/what will be provided for the occupants:** Some of the Mather Bungalow families will have their own vehicles, and like the residents at the Mather Community Campus (MCC), will assist other Bungalow residents with rides as they are able. In addition, St. John's will purchase 400 bus passes/month for families in the Bungalow Program. Passes will be distributed based on need. Additionally, St. John's will provide transportation for certain classes/events. St. John's anticipates providing 15 hours/week in transportation services. Bus rides, although maybe not convenient, are readily available. Route 75 runs once an hour in the Mather Area. There are three stops within a five minute walk of the bungalows, including one immediately outside the property gate.
  - **Impact on other social services**: St. John's will utilize their current referral system for the residents at the Bungalows. It is not anticipated that there will be any noticeable impact on community social services. The MCC has agreed to allow the Bungalow families to access the MCC One Stop Employment Services Center, and believe that staffing is sufficient to absorb the increase in demand for services.
  - **Security and Safety plan:** St. John's will provide 24/7 on-site staffing at the Bungalows. Security staff will not be present. No additional fencing will be provided. Also, Bungalow families will be screened before they are placed at the Bungalows and most will have successfully completed the St. John's program.
  - **Bungalow Termination Rules:** As the majority of the St. John's families served in the Bungalow Program will have successfully completed St. John's program, St. John's does not anticipate having to prematurely terminate many families. That said, families will be referred to either St. John's, Sacramento Area Emergency Housing, or offered a temporary motel voucher, depending on the reason for the termination. Specific termination rules involve a variety of offenses, and include: a second relapse in sobriety; physical violence; repeated offenses of abusive language; failure to abide by check-in time or leaving the bungalows post 8:00 pm without permission (3rd offense); repeated failure to attended mandatory meetings; leaving children unsupervised or failure to have school age children in school; failure to register medications and/or keep them in child proof containers; spending over and above set limits (3rd offense); loaning money or engaging in a romantic relationship with another resident (3rd offense); smoking inside the bungalows or in non-designated areas (3rd offense); intentional damage to a bungalow or any Mather property.
  - **Bungalow Program budget:** (see attached)

St. John's Mather Bungalow Monthly Budget	Cash	Inkind
Income		
County of Sacramento	$9,000	
Food		$6,000
After-Care Support		$1,000
Transportation and Maintenance Fund	$1,500	
Volunteer Maintenance Support		$800
Other Volunteer Support		$1,000
Total Income	**$10,500**	**$8,800**
Expenses		
Program Manager	$4,800	
On-site Manager	$2,000	
After-Care Coordinator		$1,000
Other Volunteer Support		$1,000
Utilities	$2,000	
Transportation expenses	$1,700	
Food		$6,000
Maintenance		$800
Miscellaneous Expenses	$500	
Total Expenses	**$11,000**	**$8,800**

Motel Addresses
Hawthorne Suites: 321 Bercut Dr. Sac., CA, 95811
Capitol City Hotel; 2600 Auburn Blvd., Sac., CA, 95821
Vagabond Inn; 1319 30th St., Sac., CA, 95816
American Inn; 626 16th St., Sac., CA, 95814
Johnson's Greenbrier Motel; 4331 Stockton Blvd., Sac., CA, 95814

EMERGENCY SHELTER MAPPING
(Locations and Bed Totals as of 11/24/09)

	Organization Name	Program Name	Location	Individual Beds	Family Beds	Family Units	Total Year Round Beds	Individual Seasonal Beds	Family Seasonal Beds	Total Seasonal Beds	funding sources	comments
1	Diogenes Youth and Family Services	Temporary Emergency Shelter	3017 Subaru Court, Sacramento, CA 95827	10	0	0	10	0	0	0	unknown	previously funded by DHHS until budget cuts eliminated funding,no current county funding
2	Interfaith Network	Family Promise Center	P.O. BOX 1378 SACRAMENTO, CA 95812	0	15	4	15	0	0	0	faith based	data provided during 2009 Homeless Sheltered Count, therefore content could have changed- not govt. funded
3	Loaves and Fishes	Sister Noras Place	1321 North C Street, Sacramento, CA 95814	13	0	0	13	0	0	0	faith based	data provided during 2009 Homeless Sheltered Count, therefore content could have changed- not govt. funded
4	Sacramento Area Emergency Housing Center	Family Shelter	4516 Parker Ave., Sacramento, CA, 95820	0	54	13	54	0	12	12	CalWorks, TANF ECF, TLS	contract resides with DHA Homeless Program, 12 seasonal beds are new this year
5	Sacramento Area Emergency Housing Center	Women's Refuge	4401 44th St., Sacramento, CA 95820	12	0	0	12	0	0	0	TANF ECF, TLS	contract resides with DHA Homeless Program
6	Sacramento Self Help Housing	Cathedral/ Downtown Housing	City	5	0	0	5	0	0	0	Citrus Heights CDBG, other	does nto have a contract with the County
7	St. John's Shelter	Emergency Shelter Program	4410 Power Inn Rd. Sacramento, CA 95826	40	72	11	112	0	0	0	CalWorks, TANF ECF	contract resides with DHA Homeless Program
8	The Salvation Army	Women's Program	1200 North B Street, Sacramento, CA 95811	20	0	0	20	0	0	0	Salvation Army, County GF	previously this program had 32 beds that were funded in the winter by the County, and remaining months by Salvation Army- bed numbers decreased due to increase in ICP beds, while the County considers the beds seasonal, they are reported to HUD as year round as there is some type of funding behind the beds year round
9	The Salvation Army	Lodge Program	1201 North B Street, Sacramento, CA 95811	80	0	0	80	0	0	0	TLS, County GF	contract resides with DHA Homeless Program
10	The Salvation Army	Adult Protective Services	1202 North B Street, Sacramento, CA 95811	4	0	0	4	0	0	0	Salvation Army	previously funded by DHHS until budget cuts eliminated funding,no current county funding yet Salvation Army continues to maintain the beds for vulnerable seniors
11	The Salvation Army	Interim Care Program	1203 North B Street, Sacramento, CA 95811	23	0	0	23	0	0	0	DHHS, Sutter, Kaiser, UCD, Mercy	contract resides with DHA Homeless Program, these beds can only be accessed with a direct referral from the hospital systems, program expanded by 5 beds in 2009
12	Transitional Living and Community Support	Carol's Place	2230 9th St., Sacramento, CA 95814	22	0	0	22	0	0	0	unknown	
13	Union Gospel Mission	Emergency Shelter	400 Bannon St., Sacramento, CA 95814	86	0	0	86	0	0	0	faith based	open to men only who agree to listen to a sermon in order to have a meal and shelter, clients are screened for the Union Gospel AOD program during their stay
14	Volunteers of Amercia	North A Street Shelter	1400 B North A Street Sacramento, CA 95811	80	0	0	80	0	0	0	City and County ESG	contract resides with DHA Homeless Program, previously the AIK program
15	Volunteers of Amercia	Bannon Street Family Shelter	470 Bannon Street, Sacramento, CA 95814	0	62	16	62	0	0	0	TANF ECF	contract resides with DHA Homeless Program, previously the AIK program
16	Volunteers of Amercia	Open Arms	CONFIDENTIAL ZIP 95817	12	0	0	12	0	0	0	HOPWA	contract resides with DHA Homeless Program
17	Volunteers of Amercia	Winter Shelter Program	700 North 5th Street, Sacramento, CA 95814	0	0	0	0	32	0	32	County GF	contract resides with DHA Homeless Program- these are the beds previously used by the CATC residential tx. Program that was cut in 2009
18	WIND	Youth Center	701 Dixieanne Avenue Sacramento, CA 95815	16	0	0	16	0	0	0	unknown	
19	Women Escaping A Violent Environment	Emergency Shelter Program	CONFIDENTIAL	0	2	1	2	0	0	0	unknown	
			TOTAL	**423**	**205**	**45**	**628**	**32**	**12**	**44**		

PERMANENT SUPPORTIVE HOUSING BEDS
(Locations and Bed Totals as of 11/24/09)

	Organization Name	Program Name	Location	Individual Beds	Family Beds	Family Units	Total Year Round Beds	funding sources	comments
1	AIDS Housing Alliance	Avalon	2711 Walnut Avenue, Carmichael, CA 95608	6	0	0	6	HUD	contract resides with DHA Homeless Program
2	AIDS Housing Alliance	Hidden Cove	CONFIDENTIAL- located in city	6	0	0	6	HOPWA	contract resides with DHA Homeless Program
3	AIDS Housing Alliance	Steven Place	CONFIDENTIAL- located in city	10	14	6	24	HOPWA	contract resides with DHA Homeless Program
4	AIDS Housing Alliance	Colonia San Martin	CONFIDENTIAL- located in county	17	8	3	25	HOPWA	contract resides with DHA Homeless Program
5	Lutheran Social Services	Saybrook Permanent Supportive Housing Project	4390 47th Avenue, Sacramento, CA 95824	5	172	56	177	HUD, TLS	contract resides with DHA Homeless Program
6	Lutheran Social Services	Adolfo PSH Program	scattered	22	4	2	26	HUD, TLS	contract resides with DHA Homeless Program
7	MAAP Inc.	Casas Serenes	2447 and 2453 Rio Linda Blvd., Sacramento, CA 95838	30	0	0	30	HUD	contract resides with DHA Homeless Program
8	MAAP Inc.	Casas de Esperanza	2447 and 2453 Rio Linda Blvd., Sacramento, CA 95838	18	0	0	18	HUD	contract resides with DHA Homeless Program
9	Mercy Housing	The King Project	3900 47th Ave., Sacramento, CA 95824	80	0	0	80	HUD	contract resides with DHA Homeless Program
10	Mercy Housing	Ardenaire Apartments	1972 Ethan Way, Sacramento, CA 95821	16	6	3	22	MHSA	contract resides with DHHS and SHRA
11	Sacramento Area Emergency Housing Center	Omega Permanent Supportive Housing Project	scattered	15	42	15	57	HUD	contract resides with DHA Homeless Program
12	Sacramento Area Emergency Housing Center	Omega Expansion	scattered	0	21	7	21	HUD	contract resides with DHA Homeless Program
13	Sacramento Cottage Housing Inc.	McClellan Park Permanent Supportive Housing	5836 Dudley Blvd., McClellan, CA 95652	0	284	83	284	HUD	contract resides with DHA Homeless Program
14	Department of Human Assistance	Shelter Plus Care	scattered	389	386	97	775	HUD	contract resides with DHA Homeless Program
15	Sacramento Housing and Redevelopment Agency	Keys To Hope II	scattered	40	0	0	40	unknown	contract resides with SHRA and 3 service providers
16	Sacramento Self Help Housing	Friendship Housing	scattered	24	0	0	24	HUD	contract resides with DHA Homeless Program
17	Sacramento Self Help Housing	Friendship Housing Expansion	scattered	40	0	0	40	HUD	contract resides with DHA Homeless Program
18	Sacramento Self Help Housing	Keys To Hope 1	scattered	50	0	0	50	unknown	contract resides with SHRA
19	Shasta Hotel Cooperative	Shasta Hotel SRA	1017 10th St., Sacramento, CA 95814	18	0	0	18	HUD	contract resides with DHA Homeless Program
20	Transitional Living and Community Support	Widening Opportunities For Rehabilitation and	scattered	25	0	0	25	HUD	
21	Transitional Living and Community Support	PACT Permanent housing Program (PPHP)	scattered	7	0	0	7	HUD	
22	Turning Point Community Programs	Pathways	scattered	32	0	0	32	MHSA	contract resides with DHHS
23	Volunteers of America	NOVA House Permanent Supportive Housing Project	scattered	12	0	0	12	HUD	contract resides with DHA Homeless Program
24	Transitional Living and Community Support	Halcyon Place	Stockton Blvd, Sacramento, CA 95820	22	0	0	22	unknown	contract resides with SHRA
			TOTAL	**884**	**937**	**272**	**1821**		

Municipal Services Agency
Department of County Engineering
Steven M. Pedretti, Director
Construction Management and Inspection Division
Thor Lude, Chief
Chuck Iniguez, Assistant Chief Building Official

Terry Schutten, County Executive
Paul Hahn, Agency Administrator

County of Sacramento

December 3, 2009

RE: Cursory Inspection of 1758, 1758, 3598, 3606, 3608 and 3618 Bleckley Street, Mather California

To Whom It May Concern:

The following is a cursory assessment of the above referred property providing suggestions to create a habitable and temporary quarters for people of need. This assessment addresses observable safety and sanitary issues associated with these temporary housing units. The intent of this report is to provide information that should deem the buildings as meeting code requirements of their construction era and meeting basic safety standard for occupancy today. This report complements but does not include information about mold issues which are noted in other consultant reports. Note that a section of this report includes information on 'Disabled Access'. For typical renovation of a permanent public building, upgrades for building access are required.

In general the overall condition of the buildings and grounds are adequate with some minor (subjective) repairs. Trip hazards along the parking areas and walkways should be addressed throughout the complex. There is a playground facility with swings and a slide which should be evaluated for liability issues.

This report is a compilation of observations by our County of Sacramento Building Inspection team which consisted of two (2) Building Inspector II's, four (4) Supervising Building Inspectors and (1) Principle Building Inspector. There may be redundant issues reported in the various sections of this report.

Walkthrough of 3598, 3606, 3608, and 3618 Bleckley.St.

Structural Issues

Preface:

The buildings were assessed by performing a walkthrough of most of the units and by viewing the perimeters of each building. The roofing materials have been replaced fairly recently which prevents determining the existence of any water ingress issues from that source. It is also assumed that any structural issues related to the roof structure itself were properly corrected during the re-roofing phase.

- Attic spaces and under-floor areas were not inspected.
- No destructive investigation was performed.
- Buildings were not inspected per the specifics of the California CASp program.

General:

- The buildings appear to be roughly 40 to 50 years old.
- They appear on the outside to be basically sound structurally but have suffered from neglect of the exterior weather protection components which have allowed water ingress resulting dry rot of the exterior siding and likely exterior wall framing as well. Depending on how the buildings were designed originally, the degraded and dry rotted siding may affect the building's ability to resist lateral loads.
- The existence of mold and/or musty smells in some units indicates water has invaded some spaces and may have caused unseen structural damage.
- Smoke detectors appear to be old and should be either verified to be in working condition or replaced with new.
- Any removal and/or replacement of wooden or other structural framing and/or siding materials will require building permit(s).

Noted conditions:

3598: Exterior dry rot noted.

3606: Exterior Dry rot noted.

3608: Exterior dry rot noted; a deep hole was noted in the planter centered in the walkway serving two units.

3618: Exterior dry rot noted. Gutter downspout needs re-installation. The tread for the stairway outside units 309 and 310 is well short of the minimum tread depth. This is a likely tripping hazard.

Disabled Access Responsibilities:

Assuming this project is publicly funded; access to the buildings will be subject to the provisions of chapter 11B of the California Building Code and particularly section 1134B. Any *costs* for repair of the structure including framing, drywall, doors or plumbing will be subject to accessibility upgrades listed in CBC 1134B.

Suggested areas of upgrades:

- Path of travel to common use areas such as the laundry rooms.
- Accessible parking and signage as per 1129B.
- Adaptable/ accessible units as per CBC chapter 11A.

Russ Williams
Supervisor,
Commercial Structural Field Inspection
Commercial F&LS Plan Review
County of Sacramento Building Inspection
CASp Certified Access Specialist
(916) 875-5567 desk and cell

Plumbing and Mechanical Issues

1. The original HVAC units appear to have been a through the wall split unit (indicated by repair to wall and siding). These units were replaced with a through the wall cooling unit only and may or may not need repair due to the difference in age. There is a requirement in the current code that requires heat to a dwelling unit.
2. Water heaters were not tested. Each unit has its own separate electric lowboy water heater. Some of the units appear to have original Day and Night units (old) and some units have a variety of brands that replaced the original units over the years. These units should be tested and replaced if necessary. The existing water heaters should have earthquake restraints installed to meet code.
3. There are two laundry rooms available with hook ups for two washing machines and two dryers in each. There is a drinking fountain in each and 66 gallon water heaters in each. One appears to have been installed in 1973 and the other has a date of 2003. The copper hook-ups have been vandalized from the newer unit and will need to be repaired. The older unit is unknown if it is in working order. There are no washers or dryers present in either laundry room.
4. The stoves have been removed from almost all of the units with the exception of the currently occupied units by Four Paws for Vets. These are a small cooking stove and will need new units if cooking is going to be permitted by the occupants. The stove hoods for the most part appear to in working order with exceptions. Some of the units are missing parts and some have been removed.
5. The toilets, lavatories, Tub/showers and sinks drain slowly and should have the drains rodded and or snaked out to improve flow. The tub shower units are missing a rod and curtain to prevent water spillage onto the floor.

Roger Fuller, Supervisor
Commercial Plumbing and Mechanical Field Inspection
Commercial Plumbing and Mechanical Plan Review
County of Sacramento Building Inspection
(916) 616-3151 cell

General Building Issues

1. Exterior siding repairs needed.
2. Damaged vent terminating, North Building.
3. Broken sidewalk, trip hazard @ south building.
4. Missing exit light, unit 321.
5. Smoke detectors could not be tested to verify functionality.
6. Water Heaters need an electrical bonding method.
7. Water Heater hook up at laundry room.
8. Will lock mechanisms be provided for pass through doors between units?
9. Smashed out window at unit 326.
10. Mold in various units, likely dry rot repairs, maybe overall health and sanitation issue.
11. Missing toilet water tank cover, units 312 and 311.
12. No temperature and pressure relief valve line at water heater in laundry room (vandalized).

Chris Smith

Building Inspector II
Cell Phone (916) 343-2780

Electrical Inspection

1. Unable to test smoke detectors.
2. 1756 Bleckley – Storage room locked – not inspected.
3. 1758 Bleckley – Fire Panel Room locked – not inspected.
4. 3618 Bleckley – 1st unit locked, exterior light fixture missing.
5. 3618 Bleckley – 3rd unit, remove extension cords being used by tenant.

Marc Verle, Supervisor
Commercial Electrical Field Inspection
Commercial Electrical Plan Review
County of Sacramento Building Inspection
(916) 870-0594 cell
(916) 875-5399 desk

Electrical Issues Continued

3606 Bleckley Deficiencies

Unit 330 – Bath fan very noisy, coax cable, smoke detector (typical of all units).

Unit 326 – Broken window.

Unit 325 – A lot of mold.

3608 Bleckley Deficiencies.

Unit 313 – Bath fan jams.

Unit 316 – Noted extensive mold issues.

Unit 317 – Noted mold issues

Mike Spencer
Building Inspector II
Commercial Electrical

Building permits shall be required for electrical repair and replacement along with any water heater and heat/air conditioner replacements (as needed after testing). Some minor structural repair may require permits. The mold remediation does not require a building permit. If the County of Sacramento is used for permitting services, our fees will be reduced as low as possible to cover our inspector's time. Please do not hesitate to contact me if you need further information or clarification.

Sincerely,

John Hallimore
Principal Building Inspector
County of Sacramento

JXH/aym

3598,3606,3608&... Jeckely

MCC Bungalows Mainter Inspection/Turnover

Building	Unit #	Maintenance	Cleaning	Painting	Pest Treatment	Refrigerator	Stove	Dishwasher/Microwave/Hoods	Heat Pumps	Kitchen Faucet Repair	Toilets - Repair	Repair Garbage Disposal	Replace Garbage Disposal	Light Bulbs /Possible Light Repair	New window	Blinds	Additional Repairs	Notes	Status to move in	Cost
	332	x	x	x	x	x	x	x					x					Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	331	x	x	x	x	x	x	x		x		x		x		x		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances, Blinds	2nd Group	
	333	x	x	x	x	x	x	x	x	x						X	door knob need to be repaired	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances, Door Knob	2nd Group	
	334	x	x	x	x	x	x	x									Stove hood needs repair/replacement	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	335	x	x	x	x	x	x	x				x				X	tub faucet leaks	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	336	x	x	x	x	x	x	x										Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	337	x	x	x	x	x	x	x			x	x		x		X	New toilet seat	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	338	x	x	x	x	x	x	x	x		x					X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	339	x	x	x	x	x	x	x										Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	340	x	x	x	x	x	x	x	x		x			x		X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	330	x	x	x	x	x	x	x						x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	329	x	x	x	x	x	x	x				x				X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	328	x	x	x	x	x	x	x								X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	327	x	x	x	x	x	x	x				x		x	x	X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	326	x	x	x	x	x	x	x						x	x	X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	325	x	x	x	x	x	x	x		x				x		X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	324	x	x	x	x	x	x	x				x			x	X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	323	x	x	x	x	x	x	x				x						Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	322	x	x	x	x	x	x	x										Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	321	x	x	x	x	x	x	x				x		x			porch light is missing	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	311	x	x	x	x	x	x	x		x				x			New toilet seat	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	312	x	x	x	x	x	x	x		x	x			x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	313	x	x	x	x	x	x	x						x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	314	x	x	x	x	x	x	x	x					x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	315	x	x	x	x	x	x	x				x		x		X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	316	x	x	x	x	x	x	x								X	Kitchen cabinets and hoods may need to be replaced due to mold and water damage. This unit has mold on the walls	Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	3rd, if at all	
	317	x	x	x	x	x	x	x	x							X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	318	x	x	x	x	x	x	x					x	x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	319	x	x	x	x	x	x	x						x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	320	x	x	x	x	x	x	x				x				X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	310	x	x	x	x	x	x	x										Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	309	x	x	x	x	x	x	x		x				x		X		Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	2nd Group	
	308	x	x	x	x	x	x	x						x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	307	x	x	x	x	x	x	x						x				Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	306	x	x	x	x	x	x	x										Volunteers to provide all repairs/maint. Only costs would be for Deadbolts, Appliances	1st group	
	Laundry 1																Install new Water Heater Repairs, Washer/Dryer (2 each)	Volunteers to provide all repairs/maint. Only costs would be for Appliances, Water Heater	1st group	
	Laundry 2																Recommend not using 2nd laundry unit			

Items	Model/Specifications	Price Per Unit	
Stove	GE-20" or 30"-JBP23DNWW	$	399.0
Refrigerator	HOT Point -HTR16BBMFRWW	$	485.0
Heat Pumps	Friedrich- 2.5 ton	$	1,400.0
Pest Control	Monthly Service	$140.00 for exterior monthly service/$25.00 for each unit as needed.	

Laundry rooms need washers, dryers and a new water heater.
Three of the heat pumps are not working properly and may need to be repaired or replaced.
Exterior repairs will be needed to prevent leaks.

These are basic repairs and estimates. We might want to provide different types of appliances and heat pumps to reduce the cost.

ATTACHMENT F

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3618 – 301	Water Heater Closet	<3 SF		Suspect fungal growth was observed on the surrounding walls.
3618 – 302	Kitchen Sink Cabinet		<3 SF	Visible water staining was observed within the sink cabinet
	Bathroom		<2 SF	Bubbled paint was observed on either side of the toilet above the baseboard.
	Water Heater Closet	<1 SF		Minor suspect fungal growth was observed to the left of the water heater.
3618 – 303	Water Heater Closet	<4 SF		Suspect fungal growth was observed on the surrounding walls.
	Living Room		<3 SF	Bubbled paint was observed on the SE wall from floor to ceiling.
3618 – 304	Water Heater Closet	<2SF	<2 SF	Suspect fungal growth was observed on the back wall surrounding the plumping outlet. Water staining was observed on the surrounding walls, bottom 2 inches.
	Kitchen Sink Cabinet		<1 SF	The bottom shelve was wet, possible active water leak.
3618 – 305	Water Heater Closet	<3 SF	<1SF	Suspect fungal growth was observed on the surrounding walls.
3618 – 306	Kitchen Sink Cabinet		<3 SF	Water staining and peeling paint was observed on the back wall.
	Water Heater Closet	<2 SF		Suspect fungal growth was observed on the bottom 1-inch on either side of the water heater.
	Bathroom		<1 SF	Water damage and peeling paint was observed above the baseboard between the toilet and shower.

ATTACHMENT G

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3618 – 307	Kitchen	<1 SF		Suspect fungal growth was observed to the right of the sink cabinet, location of former vinyl baseboard.
	Kitchen Sink Cabinet	<2 SF	<1 SF	Scattered suspect fungal growth was observed on the wall and above the warped bottom shelf. Water staining was observed directly above the bottom shelf.
	Water Heater Closet	<3 SF	<2 SF	Suspect fungal growth and water staining was observed on the surrounding walls.
3618 – 308	Kitchen Sink Cabinet	<1 SF	<1 SF	Suspect fungal growth and water staining was observed directly above the warped bottom shelf.
	Water Heater Closet	<10 SF		Suspect fungal growth and water staining was observed on the surrounding walls.
	Bathroom	<2 SF		Suspect fungal growth was observed around the toilet shut-off valve and above the vinyl baseboard.
3618 – 309	Kitchen Sink Cabinet	<1 SF	<2 SF	Visible water damage was observed on the sink cabinet side panels and bottom shelf.
3618 – 310	Kitchen	<2 SF	<3 SF	Suspect fungal growth was observed on the back wall within the cabinet to the left of the sink. The sink cabinet bottom shelve was wet, possible active water leak.
	Living Room		<2 SF	Water damage and peeling/cracked paint, SE corner above the baseboard.

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3618 – 310 (continued)	Water Heater Closet	<10 SF		Suspect fungal growth was observed on the surrounding walls.
	Bathroom		<1 SF	Water damage and peeling paint was observed on the wall adjacent to the bathtub.
3608 – 311	Water Heater Closet	<1 SF	<1 SF	Minor suspect fungal growth and water staining was observed to the left of the water heater and on the back wall.
	Kitchen Sink Cabinet		<1 SF	Minor water staining on within the sink cabinet.
3608 – 312	Water Heater Closet	<1SF	<1 SF	Suspect fungal growth and water staining was observed on the bottom 6-inches of water heater walls.
	Bathroom		<1 SF	Water damage and bubbled paint was observed behind the toilet.
3608 – 313				No impacts were observed. However, termite damage was observed under the front window.
3608 – 314	Water Heater Closet		<1 SF	Minor water staining was observed within the water heater closet.
	Bathroom	<1SF	<1 SF	Suspect fungal growth and visible water damage were observed between the bathtub and toilet in the location of the baseboard.
3608 – 315	Kitchen			No impacts were observed. Leaky kitchen faucet.
3608 – 316	Entire Unit	<150 SF		Suspect fungal growth was observed on the surrounding unit walls including heavy growth within and on the kitchen cabinets and within the water heater closet.

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3608 – 317	Water Heater Closet	<4 SF		Suspect fungal growth on the surrounding closet walls.
	Bathroom/Vanity Area	<6 SF		Suspect fungal growth was observed in the bathtub, on the toilet, and sink vanity.
	Living Room	<1 SF		Suspect fungal growth was observed on the lower portion of the wall above the baseboard.
3608 -318	Kitchen	<1 SF	<6 SF	Suspect fungal growth and water damage was observed on the back wall within the cabinet to the left of the sink.
	Water Heater Closet			Suspect fungal growth on the surrounding closet walls.
	Exterior Wall	<4 SF		Suspect fungal growth behind the access panel next to the AC unit.
3608-319	Kitchen Sink Cabinet	<1 SF		Suspect fungal growth and water staining was observed directly above the warped bottom shelf.
3608-320	Kitchen Sink Cabinet	<1 SF	<6SF	Suspect fungal growth and water damage was observed on the back wall within the cabinet to the left of the sink.
3606-321	Water Heater Closet	<1SF	<1SF	Suspect fungal growth and water damage on the surrounding closet walls.
	Bathroom		<1SF	Dry bubbled paint behind toilet.
3606-322	Water Heater Closet	<1 SF	<1 SF	Suspect fungal growth and water damage on the surrounding closet walls.

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3606-323	Kitchen Sink Cabinet	<1 SF	<1 SF	Suspect fungal growth and water damage within the sink cabinet.
	Water Heater Closet	<4 SF	<4SF	Suspect fungal growth and water damage on the surrounding closet walls.
3606-324	Water Heater Closet	<1 SF	<1 SF	Suspect fungal growth and water damage on the surrounding closet walls.
3606-325	Kitchen Sink Cabinet	<2 SF	<2SF	Suspect fungal growth and water damage within the sink cabinet.
	Water Heater Closet	<4 SF	<4 SF	Suspect fungal growth and water damage on the surrounding closet walls.
3606-326	Bathroom	<5 SF	<5 SF	Suspect fungal growth on wall behind toilet and on toilet seat.
	Water Heater Closet	<3 SF	<6 SF	Suspect fungal growth and water damage on the surrounding closet walls.
3606-327	Water Heater Closet	<3 SF		Suspect fungal growth on the surrounding closet walls.
3606-328	Bathroom		<1 SF	Water damage on wall behind toilet.
	Water Heater Closet	<6 SF		Suspect fungal growth on the surrounding closet walls.
3606-329	Kitchen Sink Cabinet	<9 SF	<9 SF	Suspect fungal growth and water damage within the sink cabinet.
	Water Heater Closet	<12 SF		Suspect fungal growth on the surrounding closet walls.
	Bathroom		<1 SF	Dry bubbled paint behind toilet. Active leak from bathtub faucet.

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3606-330	Water Heater Closet	<12 SF		Suspect fungal growth on the surrounding closet walls.
3606-331	Kitchen Sink Cabinet	<1 SF		Suspect fungal growth within the sink cabinet.
	Water Heater Closet	<6 SF		Suspect fungal growth on the surrounding closet walls.
3606-332	Water Heater Closet	<4 SF		Suspect fungal growth on the surrounding closet walls.
3606-333	Water Heater Closet	<2 SF		Suspect fungal growth on the surrounding closet walls.
3606-334	Kitchen Sink Cabinet	<2 SF	<4 SF	Suspect fungal growth and water damage within the sink cabinet.
	Water Heater Closet	<3 SF		Suspect fungal growth on the surrounding closet walls.
3606-335	Water Heater Closet	<12 SF		Suspect fungal growth on the surrounding closet walls.
3606-336	Kitchen Sink Cabinet	<1 SF		Suspect fungal growth within the sink cabinet.
	Water Heater Closet	<9 SF		Suspect fungal growth on the surrounding closet walls.
	Bathroom	<2 SF	<2 SF	Suspect fungal growth and water damage on baseboard behind toilet.
3606-337	Kitchen Sink Cabinet	<2 SF	<3 SF	Suspect fungal growth within the sink cabinet.
	Water Heater Closet	<1 SF		Suspect fungal growth on the surrounding closet walls.
	Bathroom			Active leak from bathtub faucet.
3606-338	Water Heater Closet	<3 SF		Suspect fungal growth on the surrounding closet walls.

Building - Unit	Location	Suspect Fungal Growth	Water Staining/Damage	Comments
3606-339	Kitchen Sink Cabinet	<4 SF	<6 SF	Suspect fungal growth and water damage within the sink cabinet.
	Living Room	<1 SF		Suspect fungal growth on bathroom common wall
	Water Heater Closet	<1 SF		Suspect fungal growth on the surrounding closet walls.
3606-340	Water Heater Closet	<3 SF		Suspect fungal growth on the surrounding closet walls.
	Kitchen	<2 SF		Suspect fungal growth within the sink cabinet.
Fire Panel Room	Main Room	<2 SF		Suspect fungal growth on bathroom common wall.
	Bathroom	<2 SF	<6 SF	Suspect fungal growth and water damage on wall behind toilet and water damaged vinyl flooring.
Storage Room	Bathroom		<8 SF	Water damaged vinyl flooring.

Table 2: Guidelines for Remediating Building Materials with Mold Growth Caused by Clean Water*

Material or Furnishing Affected	Cleanup Methods†	Personal Protective Equipment	Containment
SMALL – Total Surface Area Affected Less Than 10 square feet (ft²)			
Books and papers	3	Minimum N-95 respirator, gloves, and goggles	None required
Carpet and backing	1, 3		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (linoleum, ceramic tile, vinyl)	1, 2, 3		
Non-porous, hard surfaces (plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3		
Wallboard (drywall and gypsum board)	3		
Wood surfaces	1, 2, 3		
MEDIUM – Total Surface Area Affected Between 10 and 100 (ft²)			
Books and papers	3	Limited or Full Use professional judgment, consider potential for remediator exposure and size of contaminated area	Limited Use professional judgment, consider potential for remediator/occupant exposure and size of contaminated area
Carpet and backing	1, 3, 4		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (linoleum, ceramic tile, vinyl)	1, 2, 3		
Non-porous, hard surfaces (plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3, 4		
Wallboard (drywall and gypsum board)	3, 4		
Wood surfaces	1, 2, 3		
LARGE – Total Surface Area Affected Greater Than 100 (ft²) or Potential for Increased Occupant or Remediator Exposure During Remediation Estimated to be Significant			
Books and papers	3	Full Use professional judgment, consider potential for remediator exposure and size of contaminated area	Full Use professional judgment, consider potential for remediator/occupant exposure and size of contaminated area
Carpet and backing	1, 3, 4		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (linoleum, ceramic tile, vinyl)	1, 2, 3, 4		
Non-porous, hard surfaces (plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3, 4		
Wallboard (drywall and gypsum board)	3, 4		
Wood surfaces	1, 2, 3, 4		

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Table 2 continued

*Use professional judgment to determine prudent levels of Personal Protective Equipment and containment for each situation, particularly as the remediation site size increases and the potential for exposure and health effects rises. Assess the need for increased Personal Protective Equipment, if, during the remediation, more extensive contamination is encountered than was expected. Consult Table 1 if materials have been wet for less than 48 hours, and mold growth is not apparent.

These guidelines are for damage caused by clean water. If you know or suspect that the water source is contaminated with sewage, or chemical or biological pollutants, then the Occupational Safety and Health Administration (OSHA) requires PPE and containment. An experienced professional should be consulted if you and/or your remediators do not have expertise in remediating contaminated water situations.

†Select method most appropriate to situation. Since molds gradually destroy the things they grow on, if mold growth is not addressed promptly, some items may be damaged such that cleaning will not restore their original appearance. If mold growth is heavy and items are valuable or important, you may wish to consult a restoration/water damage/remediation expert. Please note that these are guidelines; other cleaning methods may be preferred by some professionals.

CLEANUP METHODS

Method 1: Wet vacuum (in the case of porous materials, some mold spores/fragments will remain in the material but will not grow if the material is completely dried). Steam cleaning may be an alternative for carpets and some upholstered furniture.
Method 2: Damp-wipe surfaces with plain water or with water and detergent solution (except wood —use wood floor cleaner); scrub as needed.
Method 3: High-efficiency particulate air (HEPA) vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in well-sealed plastic bags.
Method 4: Discard – remove water-damaged materials and seal in plastic bags while inside of containment, if present. Dispose of as normal waste. HEPA vacuum area after it is dried.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Minimum: Gloves, N-95 respirator, goggles/eye protection
Limited: Gloves, N-95 respirator or half-face respirator with HEPA filter, disposable overalls, goggles/eye protection
Full: Gloves, disposable full body clothing, head gear, foot coverings, full-face respirator with HEPA filter

CONTAINMENT

Limited: Use polyethylene sheeting ceiling to floor around affected area with a slit entry and covering flap; maintain area under negative pressure with HEPA filtered fan unit. Block supply and return air vents within containment area.
Full: Use two layers of fire-retardant polyethylene sheeting with one airlock chamber. Maintain area under negative pressure with HEPA filtered fan exhausted outside of building. Block supply and return air vents within containment area.

Table developed from literature and remediation documents including *Bioaerosols: Assessment and Control* (American Conference of Governmental Industrial Hygienists, 1999) and *IICRC S500, Standard and Reference Guide for Professional Water Damage Restoration* (Institute of Inspection, Cleaning and Restoration, 1999); see Resources List for more information.

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MEMORANDUM

Date: December 7, 2009

To: Honorable Mayor and Council Members

From: Ted Gaebler, City Manager

Subject: **2010 CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Staff recommends Council discuss and confirm its meeting schedule for 2010.

RESULT OF RECOMMENDED ACTION

Action on this item will confirm the 2010 meeting schedule for Rancho Cordova City Council Members.

BACKGROUND

In November, as part of its annual business planning for the upcoming year, the City Council reviews the next year's calendar and determines its meeting schedule for 2010.

Attached is a month-by-month detailed calendar (with colored legend & graphics) listing local, state, and national events, including the League of California Cities, the National League of Cities, the California Redevelopment Association, the American Society for Public Administration, and various other organization conferences.

ATTACHMENT

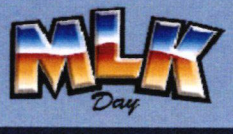
2010 Council Meeting & Conference Calendar

AGENDA ITEM 11.2

2010 Council Meeting & Conference Calendar

JANUARY

REVISION DATE: November 16, 2009

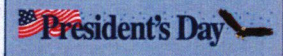
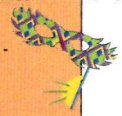
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 **New Year's Day - City Hall Closed** 	2
3	4 **5:30 PM CC** Work Session - AB 1234 Training	5	6 **5:30 PM** LAFCO - RECESSED	7 **BCS National Championship - Rose Bowl** **2:30 PM** Sac Metro Cable TV Comm **6:00 PM** FCUSD **6:00 PM** 1st Thursday Dinner	8	9
10	11 **6:00 PM** RT Board	12	13 **9:30 AM** Sac Area Sewer Dist & Sac Reg **7:00 PM** Park District	14 **8:00 AM - 4:00 PM** **RC Leadership - Education** **1:30 PM** STA **3:00 PM** ARP Governance **3:00 PM** Sac Steps Fwd Policy Bd to End homelessness **6:00 PM Planning Commission**	15 **11:30 AM** Cordova Comm. Council - **Speaker:** Mayor of Rancho Cordova LCC: Sac Valley Qtr Div Mtg - Live Oak - 3:00 PM	16
17	18 **Martin Luther King Day - City Hall Closed** 	19 **10:00 AM** Sac-Yolo Mos./Vec. Control **4:00 PM CC Closed Session for City Attorney Review** **5:30 PM CC Regular Mtg**	20 LCC: New Mayors & Council Members Academy Leadership Institute - Sacramento, CA - Jan 20-22 USCM: 78th Annual Winter Meeting - United States Conference of Mayors - Washington, DC - Jan 20-22	21 **9:00 AM** SACOG **12:00 PM** Mayors & Board Chair Executive Mgt. Group **6:00 PM** FCUSD LCC: Policy Comm (Rev & Tax)	22 **8:30 AM** Capital SouthEast Connector Board Mtg. LCC: Policy Comm (Hou, Comm, & ED)	23 **Cordova Community Council Annual Retreat**
24	25 **6:00 PM** RT Board	26	27 **9:30 AM** Sac Area Sewer Dist & Sac Reg. **7:00 PM** Park District	28 **9:30 AM** SMAQMD **2:00 PM** ARP Governance **3:00 PM** Sac Public Library Authority **6:00 PM Planning Commission** RC Chamber Retreat - Jan 28-29 - Location TBD	29	30
31	**NOTES:** **TENTATIVE:** Cordova Community Council 50th Anniversary (no date yet) **2nd Thursday of the Month - 8:00 AM** Criminal Justice Cabinet					

Regular Council Mtg | Study Session w/Reg Mtg | Proposed Work Session | Other Council Related Mtg | Information Item | Holiday | Furlough Day

2010 Council Meeting & Conference Calendar

FEBRUARY

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 **Campaign Statements - Semi Annual Form 460 Due Date** 4:00 PM CC Study Session 5:30 PM CC Regular Mtg	2	3 5:30 PM LAFCO LCC: City Managers Depart Mtg & Sac Valley Div Mtg-Carlsbad, CA - Feb 3-5	4 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSC 6:00 PM 1st Thursday Dinner New Partners for Smart Growth Annual Conference - Seattle, WA - Feb 4-6	5 Sac Metro Chamber Annual Dinner	6
7 **Super Bowl XLIV - Miami, FL** 	8 6:00 PM RT Board	9 Council / Staff Retreat - Sac State Aquatic Center - Feb 9-10	10 **9:30 AM** Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	11 **8:00 AM - 4:00 PM** **RC Leadership - Health & Human Svs.** 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM **Planning Commission** RC Chamber Annual Dinner & Awards	12 **Winter Olympics Begin**  2010 Winter Olympics - Vancouver, BC Canada - Feb 12-28	13
14 **Chinese New Year (Asian)** **Vietnam New Year (Year of the Tiger)** **NBA All Star Game - Cowboys Stadium - Arlington, TX** 	15 **President's Day - City Hall Closed** 	16 **10:00 AM** Sac-Yolo Mos./Vec. Control **Mardi Gras Celebration - Fat Tuesday**  5:30 PM CC Regular Mtg	17 **Ash Wednesday**	18 **9:00 AM** SACOG 6:00 PM FCUSD Mayor & Board Chair Forum - Core Group Mtg - 4:30pm - 6:30pm	19 **11:30 AM** Cordova Comm. Council	20 **Rotary Club Feed**
2010 Winter Olympics - Vancouver, BC Canada - Feb 12-28						
21	22 6:00 PM RT Board	23 5:30 PM CC Work Session	24 **9:30 AM** Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	25 **9:30 AM** SMAQMD **10:00 a.m. - 2:00 p.m. 4th Annual Financial Issues Workshop and Corporate Report** 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 6:00 PM **Planning Commission Mtg**	26 **8:30 AM** Capital SouthEast Connector Board Mtg. **Mawlid-al-Nabi (birth of Mohammed) (Muslim)** CCC: Community Volunteer Awards Night	27
2010 Winter Olympics - Vancouver, BC Canada - Feb 12-28						
28 **Winter Olympics End**  2010 Winter Olympics - Vancouver, BC						

NOTES:

2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

MARCH

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 4:00 PM CC Study Session 5:30 PM CC Regular Mtg	2	3 5:30 PM LAFCO	4 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	5	6
7	8 6:00 PM RT Board	9	10 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District CRA: Annual Conference & Expo - Pasadena, CA - Mar 10-12	11 8:00 AM - 4:00 PM RC Leadership - Land Use / Env. / Trans. 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness ICMA: Mountain Plains and West Coast Reg. Summit - San Diego, CA - Mar 11-12 6:00 PM Planning Commission	12 Last Day to File Nomination Papers for Primary Election in June 2010 Paralympic Games - Vancouver, BC Canada - Mar 12 - 28	13 NLC Congressional City Conference
14 Day Light Saving Time - Spring Forward  NLC: Congressional City Conference - Wash D.C. - Mar 13-17 2010 Paralympic Games - Vancouver, BC Canada - Mar 12 - 28	15 5:30 PM CC Regular Mtg - CANCELLED due to NLC Conference - TENTATIVE	16 10:00 AM Sac-Yolo Mos./Vec. Control	17 St. Patrick's Day  Extended Filing Period to File Nomination Papers for Primary Election in June	18 9:00 AM SACOG 12:00 PM Mayors & Board Chair Executive Mgt. Group 6:00 PM FCUSD	19 11:30 AM Cordova Comm. Council	20 First Day of Spring 
21 Race Relations Day 2010 Paralympic Games - Vancouver, BC Canada - Mar 12 - 28	22 6:00 PM RT Board	23 5:30 PM CC Work Session	24 9:30 AM Sac Area Sewer Dist & Sac Reg LCC: Public Works Officers Institute and Planners Institute - Monterey, CA - Mar 24-26	25 9:30 AM SMAQMD 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 6:00 PM Planning Commission LCC: Sac Valley Qtr Southern Div Mtg	26 8:30 AM Capital SouthEast Connector Board Mtg.	27
28 Palm Sunday - Christian NCAA: Men's Semi-Finals - Sweet 16 - Dayton, OH - Mar 25/28  2010 Paralympic Games - Vancouver, BC Canada - Mar 12 - 28	29 Spring Break: FCUSD - Mar 29-Apr 5 / EGUSD & SCUSD - Mar 29 - Apr 2	30 Passover begins (Jewish) NCAA: Women's Semi-Finals - Sweet 16 - Stanford, CA - Mar 27/30 	31			

NOTES:

2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

APRIL

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Conflict of Interest - Form 700 Due Date 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner April Fool's Day	2 Good Friday (Christian) FURLOUGH DAY City Hall Closed	3 NCAA: Men's Final Four Semi-Finals Apr 3 & 5
				Spring Break: FCUSD - Mar 29-Apr 5 / EGUSD & SCUSD - Mar 29 - Apr 2		
4 Easter (Christian) NCAA: Women's Final Four Semi-Finals Apr 4 & 6	5 Passover ends (Jewish) NCAA: Men's Final 5:30 PM CC Regular Mtg	6 NCAA: Women's Final	7 5:30 PM LAFCO	8 8:00 AM - 4:00 PM RC Leadership - Public Safety 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM Planning Commission	9 ASPA: Annual Conference - San Jose, CA - Apr 9-13	10 APA Annual Conf-New Orleans, LA-Apr 10-13
Spring Break: FCUSD - Mar 29-Apr 5				LCC: Policy Comm (Rev & Tax)	LCC: Policy Comm (Hou, Comm, & ED)	
11	12 6:00 PM RT Board	13 5:30 PM CC Work Session	14 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	15 9:00 AM SACOG 12:00 PM Mayors & Board Chair Executive Mgt. Group 6:00 PM FCUSD	16 11:30 AM Cordova Comm. Council	17 CAP-to-CAP Conference - Washington, DC - Apr 17-21
ASPA: Annual Conference - San Jose, CA - Apr 9-13 APA Annual Conference - New Orleans, LA - Apr 10-13			ULI Annual Conference - Spring Council Forum - Boston, MA - Apr 14-16		CAP-to-CAP Travel Day	
18	19 5:30 PM CC Regular Mtg CANCELLED DUE TO CAP-TO-CAP	20 10:00 AM Sac-Yolo Mos./Vec. Control	21	22 9:30 AM SMAQMD 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 6:00 PM Planning Commission	23 8:30 AM Capital SouthEast Connector Board Mtg.	24
CAP-to-CAP Conference - Washington, DC - Apr 17-21						
			CALED: Annual Conference - Long Beach, CA - Apr 21-23 Legislative Action Days - Sacramento, CA - Apr 21-22			CCC: 20th Annual Kids Day in the Park
25	26 6:00 PM RT Board	27	28 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	29	30	

NOTES:

DATE TBD: City Manager Meetings - Proposed Budget Requests
2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

MAY

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 5:30 PM CC Regular Mtg Public Service Recognition Week - May 3-9	4	5  5:30 PM LAFCO LCC: City Attorney's Spring Conference - Santa Barbara, CA - May 5-7	6 8:00 AM - 4:00 PM RC Leadership - Non-Prof/Volunteer 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	7	8
9 	10 6:00 PM RT Board	11 5:30 PM CC Work Session	12 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	13 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM Planning Commission	14	15 CCC: 3rd Annual RC iFest (Intern. Fest.)
16	17 12:00 PM - 5:00 PM CC Budget Study Session 5:30 PM CC Regular Mtg	18 10:00 AM Sac-Yolo Mos./Vec. Control	19 Folsom Lake College Comm. Ceremony	20 9:00 AM SACOG 12:00 PM Mayors & Board Chair Executive Mgt. Group 6:00 PM FCUSD	21 11:30 AM Cordova Comm. Council	22 Hangtown Motocross
23 Veggie Chase / Kid's Run	24 6:00 PM RT Board	25	26 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	27 8:00 AM - 4:00 PM RC Leadership Wrap UP 9:30 AM SMAQMD 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 5:00 PM - 7:00 PM RC Graduation 6:00 PM Planning Commission Folsom High School Graduation	28 8:30 AM Capital SouthEast Connector Board Mtg. FURLOUGH DAY City Hall Closed Cordova High School Graduation	29
30 CCC: Teddy Bear Picnic - Location TBD	31 Memorial Day - City Hall Closed  4th Annual Memorial Day Celebration - Veterans Memorial Plaza	NOTES: 2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet				

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

JUNE

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 5:30 PM LAFCO	3 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	4	5
			Alliance for Innovation: TLG Conference - "The Future of Service in Local Government - So. Nevada - Jun 2-4			
6	7 12:00 PM- 5:00 PM CC Budget Study Session (if needed) 5:30 PM CC Regular Mtg - **Budget Adoption**	8 PRIMARY ELECTION	9 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	10 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM Planning Commission	11	12
Governmental Finance Officers Association Annual Conference - Atlanta, GA - Jun 6-9				USCM: 78th Annual Meeting - United States Conference of Mayors - Oklahoma City, OK - June 10-15		
13	14 6:00 PM RT Board	15 10:00 AM Sac-Yolo Mos./Vec. Control	16	17 9:00 AM SACOG 12:00 PM Mayors & Board Chair Executive Mgt. Group 6:00 PM FCUSD	18 11:30 AM Cordova Comm. Council	19 Juneteenth
Annual US Conference of Mayors - Oklahoma City, OK - June 10-15		// All America City Travel Day - Jun 15	National Civic League Conference - All America City - Kansas City, MO - Jun 16-18			
	Management Team Retreat - Location TBD - Jun 14-15 - **TENTATIVE**			LCC: Policy Comm (Rev & Tax)	LCC: Policy Comm (Hou, Comm, & ED)	
20 Father's Day 	21 First Day of Summer  5:30 PM CC Regular Mtg - Budget Adoption if not done on June 1	22	23 9:30 AM Sac Area Sewer Dist & Sac Reg 11:30 AM - 1:00 PM All Hands Mtg on Adopted Budget - TENTATIVE	24 9:30 AM SMAQMD 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 6:00 PM Planning Commission	25 8:30 AM Connector JPA Board Mtg. LCC: Sac Valley Qtr Northern Div Mtg	26
				American Library Association Annual Conference - Washington, DC - Jun 24-30		
27	28 6:00 PM RT Board	29 5:30 PM Work Session	30			
American Library Association Annual Conference - Washington, DC - Jun 24-30						

NOTES:

DATE TBD: Sacramento Metro Chamber: State Advocacy Day
2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

JULY

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1  **2:30 PM** Sac Metro Cable TV Comm **6:00 PM** FCUSD **6:00 PM** 1st Thursday Dinner	2	3 **26th Annual 4th of July Celebration & Parade - Hagan Community Park** 
4 **4th of July Celebration - Hagan Community Park** 	5 **Day after 4th of July - City Hall Closed** **Fil-Am Friendship Day** (Philippines & US) 	6 **5:30 PM** Regular Mtg	7 **5:30 PM** LAFCO - RECESSED	8 **1:30 PM** STA **3:00 PM** ARP Governance **3:00 PM** Sac Steps Fwd Policy Bd to End homelessness **6:00 PM** **Planning Commission**	9	10
11	12 **First Date to Take Out Papers for Local Election in November**	13 **Major League All Star Baseball Game - Anaheim Stadium**  **5:30 PM CC Work Session**	14 **9:30 AM** Sac Area Sewer Dist & Sac Reg **California State Fair Begins**  **7:00 PM** Park District	15 **9:00 AM** SACOG - recessed **12:00 PM** Mayors & Board Chair Executive Mgt. Group **6:00 PM** FCUSD	16 **11:30 AM** Cordova Comm. Council	17 **Eppie's Great Race** 
	California Redevelopment Association Redevelopment Institute - San Ramon Valley, CA - Jul 12-16					
18	19 **5:30 PM** CC Regular Mtg	20 **10:00 AM** Sac-Yolo Mos./Vec. Control	21	22 **9:30 AM** SMAQMD **2:00 PM** ARP Governance **3:00 PM** Sac Public Library Authority **6:00 PM** **Planning Commission**	23 **8:30 AM** v	24
FROM TUESDAY JULY 20 THROUGH SUNDAY AUGUST 15 THE COUNCIL MEMBERS AND STAFF ARE ENCOURAGED TO TAKE THEIR FAMILY VACATIONS						
25	26	27	28 **9:30 AM** Sac Area Sewer Dist & Sac Reg	29 Mayor & Board Chair Forum - Core Group Mtg - Reception & Dinner - 4:30 pm	30	31
				Sister-Cities International Annual Conference - Albuquerque, NM - Jul 29-31		
FROM TUESDAY JULY 20 THROUGH SUNDAY AUGUST 15 THE COUNCIL MEMBERS AND STAFF ARE ENCOURAGED TO TAKE THEIR FAMILY VACATIONS						

NOTES:

DATE TBD: 3rd Annual Rancho Cordova Parade at the State Fair
2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

AUGUST

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 **California State Fair Ends** 	2 **Campaign Statements - Semi Annual Form 460 Due Date** **5:30 PM CC Regular Mtg** **CANCELLED FOR DARK DAY**	3 National Night Out (1st Tue in Aug)	4 **5:30 PM** LAFCO	5 **2:30 PM** Sac Metro Cable TV Comm **6:00 PM** FCUSD **6:00 PM** 1st Thursday Dinner	6 **Last Day to File Nomination Papers for Local Election in November**	7
FROM TUESDAY JULY 20 THROUGH SUNDAY AUGUST 15 THE COUNCIL MEMBERS AND STAFF ARE ENCOURAGED TO TAKE THEIR FAMILY VACATIONS						
8	9 **6:00 PM** RT Board	10 **5:30 PM CC Work Session (WILL HOLD ONLY IF NEEDED)**	11 **Extended Filing Period to File Nomination Papers for Local Election in November** **9:30 AM** Sac Area Sewer Dist & Sac Reg **7:00 PM** Park District **Ramadan Starts** Aug 11-Sept 9	12 **1:30 PM** STA **3:00 PM** ARP Governance **3:00 PM** Sac Steps Fwd Policy Bd to End homelessness **6:00 PM Planning Commission**	13	14
FROM TUESDAY JULY 20 THROUGH SUNDAY AUGUST 15 THE COUNCIL MEMBERS AND STAFF ARE ENCOURAGED TO TAKE THEIR FAMILY VACATIONS						
15 CEPO Leadership Conference - Santa Barbara, CA - La Casa de Maria Retreat - Aug 15-20	16 **5:30 PM CC Regular Mtg**	17 **10:00 AM** Sac-Yolo Mos./Vec. Control American Public Works Association Congress & Exposition - Boston, MA - Aug 17-20	18	19 **9:00 AM** SACOG **12:00 PM** Mayors & Board Chair Executive Mgt. Group **6:00 PM** FCUSD	20 **11:30 AM** Cordova Comm. Council	21
22	23 **6:00 PM** RT Board	24 **5:30 PM CC Work Session**	25 **9:30 AM** Sac Area Sewer Dist & Sac Reg **7:00 PM** Park District	26 **9:30 AM** SMAQMD **2:00 PM** ARP Governance **3:00 PM** Sac Public Library Authority **6:00 PM Planning Commission**	27 **8:30 AM** Capital SouthEast Connector Board Mtg.	28
29 CCC: 5th Annual Celebration of Faith	30	31				

NOTES:

2nd Thursday of the Mont - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

SEPTEMBER

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 5:30 PM LAFCO	2 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	3 FURLOUGH DAY City Hall Closed	4
5	6 Labor Day - City Hall Closed 	7 5:30 PM CC Regular Mtg	8 9:30 AM Sac Area Sewer Dist & Sac Reg Rosh Hashanah Starts (Sept 8 & 10 Jewish New Year) 2:00 PM Metro Fire 2x2 7:00 PM Park District	9 Ramadan Ends Aug 11-Sept 9 - (Islamic, Muslim, Moslem) Rosh Hashanah (Jewish New Year) 9:00 AM SACOG 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM Planning Commission	10 Rosh Hashanah Ends (Sept 8 & 10 Jewish New Year)	11 California Capital Air Show - Mather, CA - Sept 11-12 
12 California Capital Air Show - Mather, CA - Sept 11-12 	13 12:00 PM - 5:00 PM RC Leadership Day Chair Training 5:00 PM - 7:00 Pm RC Leadership New Participant Reception 6:00 PM RT Board	14 5:30 PM Work Session	15 LCC: Annual Conference & Sac Valley Qtr Div Mtg - San Diego, CA - Sep 15-18	16 6:00 PM FCUSD	17 11:30 AM Cordova Comm. Council Yom Kippur (Day of Atonement) (Jewish) RCCOC: Golf Tournament - TENTATIVE	18 Yom Kippur (Jewish)
19	20 4:00 PM CC Study Session 5:30 PM CC Regular Mtg	21 10:00 AM Sac-Yolo Mos./Vec. Control	22 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	23 9:30 AM SMAQMD First Day of Autumn 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 6:00 PM Planning Commission	24 8:30 AM Capital SouthEast Connector Board Mtg. RC Leadership Retreat - Sept 24-25	25
26	27 6:00 PM RT Board	28 5:30 PM Work Session	29 California Downtown Association Annual Conference - Sept 29-Oct 1	30 Mayor & Board Chair Forum - Core Group Mtg - Reception & Dinner - 4:30 pm		

NOTES:

DATE TBD - RCCOC: Golf Tournament - Mather Golf Course
2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

OCTOBER

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 CA Downtown Assoc. Annual Conference	2
3	4 5:30 PM CC Regular Mtg	5	6 5:30 PM LAFCO	7 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	8	9
10	11 6:00 PM RT Board	12 5:30 PM CC Work Session	13 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	14 8:00 AM - 4:00 PM RC Leadership 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM Planning Commission	15 11:30 AM Cordova Comm. Council	16
		ULI Annual Conference - Fall Meeting & Urban Land Expo - Washington, DC - Oct 12-15			MMANC: Annual Conference - Oct 15-17 - San Jose	
17 MMANC: Ann. Conf-Oct 15-17-San Jose	18 4:00 PM CC Study Session 5:30 PM CC Regular Mtg	19 10:00 AM Sac-Yolo Mos./Vec. Control	20	21 9:00 AM SACOG - recessed 6:00 PM FCUSD	22 8:30 AM Capital SouthEast Connector Board Mtg.	23 First Fay of Autumn
ICMA: Annual Conference - San Jose, CA - Oct 17-20						
24	25 6:00 PM RT Board	26	27 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	28 9:30 AM SMAQMD 2:00 PM ARP Governance 3:00 PM Sac Public Library Authority 6:00 PM Planning Commission	29	30
31 Summertime Ends Happy Halloween	NOTES: DATE TBD: Sac Metro Chamber Study Mission DATE TBD: Relay for Life DATE TBD: Sacramento Public Library Foundation - One Book Selection Celebration 2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet					

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

NOVEMBER

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 4:00 PM CC Study Session 5:30 PM CC Regular Mtg	2 ELECTION DAY	3 5:30 PM LAFCO	4 8:00 AM - 4:00 PM RC Leadership 9:00 AM SACOG 2:30 PM Sac Metro Cable TV Comm 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	5 RCCOC: Economic Forum CCC: 3rd Annual State of the City	6
7 Daylight Savings Time - Fall Back 	8 6:00 PM RT Board	9 5:30 PM - 10:00 PM CC Closed Session for Annual Review & Development for City Manager and Departs	10 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	11 Veteran's Day - City Hall Closed 	12 FURLOUGH DAY City Hall Closed	13
14	15 5:30 PM CC Regular Mtg	16 10:00 AM Sac-Yolo Mos./Vec. Control	17	18 12:00 PM Mayors & Board Chair Executive Mgt. Group 6:00 PM FCUSD	19 11:30 AM Cordova Comm. Council	20
21	22 6:00 PM RT Board	23	24 9:30 AM Sac Area Sewer Dist & Sac Reg FURLOUGH DAY City Hall Closed 7:00 PM Park District	25 Thanksgiving Day - City Hall Closed 	26 Day After Thanksgiving - City Hall Closed 	27
28 CCC: 11th Annual Christmas Tree Lighting - Village Green Park 	29 NLC Congress of Cities - Denver, CO - Nov 29-Dec 4	30				

NOTES:

DATE TBD: LCC Legislative Briefings
DATE TBD: NLC Annual Conference
DATE TBD: NAPA Academy Fall Meeting

2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

2010 Council Meeting & Conference Calendar

DECEMBER

REVISION DATE: November 16, 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 5:30 PM LAFCO	2 Hanukkah Begins (at sun down) 10:00 AM Library Au 2:30 PM Sac Metro C m 6:00 PM FCUSD 6:00 PM 1st Thursday Dinner	3	4
			NLC Congress of Cities - Denver, CO - Nov 29-Dec 4			
5	6 Al-Hijra (Muhuuram, Islamic New Year) (Muslim) 4:00 PM CC Study Session 5:30 PM CC Regular Mtg	7	8 9:30 AM v 7:00 PM Park District	9 8:00 AM - 4:00 PM RC Leadership Hanukkah Ends (at sun down) 1:30 PM STA 3:00 PM ARP Governance 3:00 PM Sac Steps Fwd Policy Bd to End homelessness 6:00 PM Planning Commission	10	11
			LCC: Financial Management; Fire Chiefs Leadership; City Clerks New Law & Election - Monterey, CA - Dec 8-10			
12	13 6:00 PM RT Board	14	15	16 9:00 AM SACOG 12:00 PM Mayors & Board Chair Executive Mgt. Group 6:00 PM FCUSD	17 11:30 AM Cordova Comm. Council - Annual Reindeer Games	18
19	20 5:30 PM CC Regular Mtg	21 First Day of Winter 10:00 AM Sac-Yolo Control	22 9:30 AM Sac Area Sewer Dist & Sac Reg 7:00 PM Park District	23 Day Before Christmas Eve - City Hall Closed	24 Christmas Eve - City Hall Closed	25
	EGUSC Winter Break - Dec 20-31					
26 Kwanzaa Starts - Dec 26-Jan 1 (African-American) KWANZAA	27 FURLOUGH DAY City Hall Closed 6:00 PM RT Board	28	29	30	31 New Year's Eve - City Hall Closed	
EGUSC Winter Break - Dec 20-31						

NOTES:

TENTATIVE: SCUSD Winter Break - Dec 27 - Jan 4
DATES TBD: FCUSD
DATE TBD: Taste of December

2nd Thursday of the Month - 8:00 AM Criminal Justice Cabinet

Regular Council Mtg	Study Session w/Reg Mtg	Proposed Work Session	Other Council Related Mtg	Information Item	Holiday	Furlough Day

Planning Communities. Building Dreams.

BIA
NORTH STATE
BUILDING INDUSTRY
ASSOCIATION

northstatebia.org

December 4, 2009

Honorable Mayor Skoglund
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Honorable Members of the City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: City of Rancho Cordova City Council Agenda Item 9.4

Dear Honorable Mayor and Members of the City Council:

On behalf of the North State Building Industry Association and our members in the land development and home building industries, I write today to offer our collective comments on the City of Rancho Cordova's (City) Housing Element. Our focus in these comments will be directed at polices H.1.5 and H.1.6 and Action Item H.1.2.1

On November 13, 2009, Mr. David Lanferman of the law firm Sheppard Mullin sent you a letter on our behalf articulating two recent court decisions that dealt directly with mandatory below market or subsidized housing. The case law, which has been upheld by both the United States and California Supreme Courts, clearly places in jeopardy the action that is being considered in the Housing Element that you are being asked to support. I have included the November 13, 2009 letter with this correspondence and ask that both this letter and the letter of November 13th from Mr. Lanferman be placed into the legislative record on this issue.

Policy H.1.5 requires the preparation of an affordable housing plan for any project in the City. An applicant must submit for "review and approval" a plan that identifies how an applicant will provide affordable housing. In the City's Housing Element it states the "Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department."

If the City were to implement a requirement for the provision of affordable housing, it must show that the exactions or fees to be reasonably related to the deleterious impacts of new development. The City's Housing Element is placing the burden of the fee or exaction prior to the required research and study to determine the reasonable relationship as required by recent court cases. The

simple question that confronts the City is how the construction of a market rate unit creates a person in need of a housing subsidy? It is our belief that as it relates to residential development, the construction of a market rate unit does not create a person in need of a housing subsidy. The City will be hard pressed to show the "nexus" in residential development.

Policy H.1.6 and the included action items go even further to mandate how the burden will be dealt with prior to the required research and study. The action items within Policy H.1.6 provide an ever-increasing specificity in how the burden will be implemented. The assumption of Policies H.1.5 and H.1.6 is that there is requirement for an affordable housing subsidy. The action items merely create the framework to carry out the provisions of the assumed exaction and or fee.

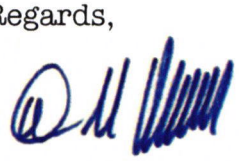
It is our request that the City remove Policies H.1.5 and H.1.6 and the included action items until the City can definitely show the "nexus" between any exaction and the reasonable relationship to the deleterious impacts of new development. As stated in the November 19, 2009 letter from the California Department of Housing and Community Development, should you enact an ordinance, you will need to amend your Housing Element. This requirement indicates that any mandatory affordable housing ordinance would be a significant change to your City's General Plan

Action Item H.12.1 is a change from the density requirement that was before your Council. The increase in the requirement from 20 units per acre to 30 units per acre will result in 5 % of the land not being developed. The dramatic increase in construction costs, coupled with the City's high cost structure will ensure that this property does not develop. Our concern is with the impact to the underlying landowner and the increase in costs to the required infrastructure.

Since the increase in density will add additional units that we do not believe will be developed in this market or any foreseeable housing market in the City, we believe that these "phantom" units will further increase the City's already high cost structure. Given that we believe that there will not be a market for projects at the 30 unit per acre density level expressed in Action Item H.1.2.1, we would request that the City Council revert to the prior language in this action item.

I would formally request that this agenda item (9.4) be removed from the Council's Consent Calendar to allow for public testimony.

Regards,



Dennis M. Rogers

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Our File Number: 0003-000003

November 13, 2009

Honorable Mayor Skoglund
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Honorable Members of the City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Comments on behalf of North State Building Industry Association

City of Rancho Cordova – Housing Element Update
"Affordable Housing" Issues

Dear Honorable Mayor and Members of the City Council

On behalf of the North State Building Industry Association, we appreciate this opportunity to provide this letter including our comments, and concerns, regarding the proposed new Housing Element Update. Our particular focus is on those provisions addressing "affordable housing" and possible measures to encourage such housing and enhance the feasibility of increasing the community's supply of affordable housing.

The North State BIA and its members are among the most ardent and visible supporters of "housing" in general, and are proponents of measures at both the State and local levels to increase the availability of housing that is affordable to all California residents and to persons at all levels of income. The BIA, its members and affiliates, actively support and advocate on behalf of legislation and local policies that encourage the provision of housing, or that remove or reduce barriers to the construction of affordable housing. Conversely, the BIA also attempts to provide timely input and comments to reduce the risk of communities embarking on policies that may unduly inhibit the development of affordable housing or that may unlawfully burden the efforts of its members and others dedicated to improving the availability and quality of housing affordable to a broad spectrum of prospective homeowners and residents. Through communication with your staff, we have been informed that your Council will be considering the final adoption of your Housing element on December 7th.

Accordingly, it is of serious concern to the North State BIA and its members to see the City of Rancho Cordova continue to consider a proposed new Housing Element Update that may include policies and directives that threaten to unlawfully burden the already-battered home-building industry with disproportionate and unjustified exactions and fees, in the name of ostensibly helping to increase the supply of subsidized housing in Rancho Cordova.

For example, proposed Policies H.1.5 and H.1.6, and the action items recommended in conjunction with those proposed policies, appear to call for preparation of project-specific "affordable housing plans" and a city-wide Affordable Housing Ordinance that would specify new City expectations or requirements for affordable housing obligations on the part of new development. To the extent that the City is considering the possibility that any new Ordinance, plan, or housing policies may include "requirements" or other mandatory "affordable housing obligations" that would be imposed on new development, we would respectfully urge that the City bear in mind the constitutional and legal limits on such exactions, as well as the economic and market-based considerations that already encumber the development process in California.

Although the Association and its members do not question the importance of a community being able to offer a wide range of "affordable housing" to its residents and prospective residents, there are many questions that arise when local government attempts to shift the costs of achieving this community-wide objective onto a small segment of the community, such as multi-family developers, home builders or new home purchasers.

We trust that the City is aware of such issues, but we respectfully take this opportunity to highlight the legal constraints on imposing mandatory "affordable housing" requirements on new developments, in light of recent appellate court decisions striking down some unlawful housing practices by California cities. (*Building Industry Ass'n v. City of Patterson* (2009) 171 Cal.App.4th 886; *Palmer/Sixth Street Associates v. City of Los Angeles* (2009) 175 Cal.App.4th 1396; and *Guggenheim v. City of Goleta*, 582 F.3d 996 (9th Cir. 2009).

These cases applied long-established rules of California law to invalidate arbitrary "affordable housing" exactions and "inclusionary zoning" practices that many cities had come to assume were permissible, largely because the courts had not scrutinized them until recently. However, in light of these court decisions, it is now clear that cities and counties must carefully analyze policies imposing affordable housing obligations on new development, and must produce evidence in the record demonstrating that any such "affordable housing obligations" comply with the legal standards generally applicable to other types of development fees and exactions. (*San Remo Hotel v. City & County of San Francisco* (2002) 27 Cal.4th 643.)

The recent case law on affordable housing makes clear the following key points:

1. A CITY MUST SHOW "AFFORDABLE HOUSING" EXACTIONS OR FEES TO BE REASONABLY RELATED TO "DELETERIOUS IMPACTS OF NEW DEVELOPMENT" -- LIKE OTHER DEVELOPMENT FEES AND EXACTIONS

In *Building Industry Association et al. v. City of Patterson,* (5th Appellate District, March 2009), the Court of Appeal held that the imposition of "affordable housing"

exactions or fees in lieu thereof is not justified, unless the city exacting the fee makes an evidentiary showing that the amount of the fee is "reasonably related" to, and does not exceed, the government's costs of addressing increased needs for affordable housing that are caused by new development. *Building Industry Association of Central California v. City of Patterson* was the first published California appellate court decision to directly address the substance of "affordable housing" fees or exactions on the merits – and concluded that the city's failure to show such evidentiary justification for the fees rendered the fees invalid.

In addition, the Court of Appeal's decision in *Patterson* explicitly questioned the continuing relevance of the one older case that had previously rejected a challenge to a city's "inclusionary zoning" mandates for new development to provide affordable housing (*HBANC v. City of Napa* (2001).)

The Court of Appeal in *Patterson* held that the "affordable housing in lieu fees" imposed by the City of Patterson on new residential development projects (at the rate of nearly $21,000 per new home building permit) were invalid in a unanimous decision. The City had amended its Housing Element, and changed its affordable housing policy to a new "inclusionary zoning" approach, requiring 15% of new homes be set aside as 'affordable' units, or pay in lieu fees. The City also changed the way it calculated its affordable housing in lieu fees, and in 2006 adopted a new ordinance setting a new "in lieu fee" at the rate of $20,946 per home. The new fee was based on the City's assumption that its "need" for affordable housing over the planning horizon was for 642 new affordable homes in different income ranges, taken from the local Regional Housing Needs Assessment. The City provided no evidence attempting to relate its purported "need" for affordable housing to any particular impacts of new residential development in the City, nor to any identified needs for housing caused by the particular development project.

A developer who had a development agreement with the City had contracted to pay the City's revised affordable housing in lieu fees (which were not yet known) – provided that the new fees were "reasonably justified." The Court of Appeal held that this required that the fees would necessarily "conform to existing law." And, the Court held that "existing law" in California required that such legislatively-enacted affordable housing in lieu fees be justified in conformity with "the legal standards generally applicable to development fees" -- including the "reasonable relationship" requirement as stated in the Mitigation Fee Act (at Government Code section 66001(b)), and as described by the Supreme Court in *San Remo Hotel v. City & County of San Francisco* (2002) 27 Cal.4th 643. The *Patterson* Court cited *San Remo Hotel* as reflecting the Supreme Court's latest description of the standards that California courts should use in reviewing "legislatively-adopted" development fees of all types. The Supreme Court had explained that a development fee "is not 'reasonably justified' ... unless there is a reasonable relationship between the amount of the fee, ... and 'the deleterious public impact of the development.'"

The Court rejected Patterson's method for setting the new fees because it was not based on any evidence demonstrating the necessary reasonable relationship between the amount of the fee and the costs of addressing any deleterious impacts on the City's needs for affordable housing caused by the particular project, or attributable to new residential development in general:

> "The evidence presented in this case reveals that the amount of the fee was not calculated based on the cost of City's affordable housing need attributable to the [the development at issue].... Neither was it based on the affordable housing need attributable to the ... [projected future development in the City]. Instead, the Fee Justification Study shows that the affordable housing in-lieu fee of $20,946 per market rate unit was calculated based on an estimate of City's need for 642 units of affordable housing. No connection is shown, by the Fee Justification Study or by anything else in the record, between this 642-unit figure and the need for affordable housing generated by new market rate development."

The initial Court of Appeal decision was subsequently modified and was ordered published as precedent in March 2009. (*BIACC v. Patterson* (2009) 171 Cal.App.4th 886). The decision includes the Court's holding that such fees for subsidized housing are governed by the same legal standards generally applicable to other types of development fees – including the requirement that fees be shown to be "reasonably related to" the public costs of mitigating adverse impacts caused by new development. The Court held the fees to be invalid, and awarded costs to the plaintiffs. The Court of Appeal denied the City's petition for rehearing, and denied requests that the decision not be published as precedent. The California Supreme Court denied the City's petition for review of the decision.

The decision in *Patterson* had several significant implications for affordable housing practices in general, and for so-called inclusionary zoning exactions and mandatory set-asides in particular, including the following:

A. Requirements for Dedication or Set-Aside of Affordable Housing Are "Exactions" and Are Subject to Constitutional and Evidentiary Requirements: Prior to the *Patterson* case, no published California appellate decision had addressed the substantive issue of what kind of evidentiary justification (if any) is required in order to legally establish or impose mandatory exactions of "affordable housing" units or fees from new development. The effect of the holding is that such housing policies will be treated like other types of development exactions, and must be shown to be "reasonably related" to impacts or needs caused by new development.

B. Legal Standards Generally Applicable to Development Fees Apply Even If the Fee Is Not Imposed to Finance "Public" Facilities: The *Patterson* decision holds that non-traditional fees or exactions imposed on new development, such as "affordable housing in lieu fees," are governed by the legal standards applicable to other types of development fees for financing public facilities. The trial court had noted that these fees were to be used for *privately-owned* affordable housing, rather than for publicly-owned facilities, but the Court of Appeal held that did not lessen the City's burden to factually justify the exactions.

C. Even "Legislatively-Enacted" Fees Must Have Evidentiary Justification: *Patterson* recognized that current case law holds that legislatively-enacted fees of broad application (as distinguished from project-specific or discretionary exactions) are generally not subject to the "heightened scrutiny" of *Nollan* and *Dolan.* However, the Court of Appeal in *Patterson* also made clear that even such "formulaic, legislatively-mandated" fees or exactions of general application (like a housing fee ordinance) must still be supported by evidence and analysis demonstrating a "reasonable relationship" to an adverse public impact or cost that is shown to be caused by new development. *Patterson* quoted the Supreme Court's *San Remo Hotel* decision: "As a matter of both statutory and constitutional law, such fees must bear a reasonable relationship, in both intended use and amount, to the deleterious public impact of the development."

D. *Patterson* Questions *Napa* – and Other Assumptions About Affordable Housing Exactions:: The earliest "inclusionary zoning"/mandatory "affordable housing" programs originated in the affluent and rapidly-growing suburbs of Washington D.C. in the early 1970's. The Supreme Court of Virginia immediately invalidated such mandatory exactions of affordable housing from new development as an unconstitutional "taking" of private property without compensation (*Fairfax County v. DeGroff Enterprises* (Va. 1973) 198 S.E.2d 600.) Shortly thereafter, the California Attorney General was asked for an opinion on such practices and published an Opinion in 1979 declaring that "an in lieu fee imposed as a condition of issuance of a building permit for the purpose of providing housing for low and moderate income persons is a special tax within the meaning of Proposition 13, which requires approval of 2/3 of the qualified electors."

Despite these legal set backs, a few communities adopted various forms of such mandatory set-asides of affordable housing, particularly in the high-priced coastal cities around San Francisco and Los Angeles but such housing exactions remained relatively uncommon till the late 1990's. As noted above, however, the first published lawsuit to challenge such policies in California was *HBANC v. Napa* (2001) which dismissed a facial "takings" challenge to the City of Napa's inclusionary zoning ordinance, on procedural grounds that such a challenge was not "ripe" for judicial review. Following the *Napa* decision, more jurisdictions adopted similar programs, and by 2006, it was estimated that roughly 150 or so California jurisdictions had adopted such "inclusionary" ordinances.

The 2001 *Napa* decision had been viewed by some advocates of privately-subsidized housing as "validating" inclusionary zoning on its merits, despite the narrow procedural basis of the decision, because of some dicta (unnecessary to the decision) favorable to the theoretical legitimacy of affordable housing as a public objective. The Court of Appeal in *Patterson*, however, distinguished *Napa* and noted that *Napa* "was decided about 9 months before the Supreme Court decided *San Remo Hotel*" – implying that any blanket "support" in *Napa* for inclusionary zoning may no longer be valid.

E. "Affordable Housing" Exactions Require a "Nexus" -- *Patterson* requires that local governments demonstrate a reasonable nexus between new market-rate development and the imposition of mandatory exactions of housing set-asides or fees in lieu of such set-asides. Following *Patterson*, such mandatory exactions of "affordable housing" of fees in lieu thereof from new development must be justified by evidence demonstrating a reasonable relationship between development and affordable housing needs, rather than on the basis of arbitrarily selected set-aside percentages. Some public agency counsel have concluded that many "inclusionary zoning" programs may require review, re-assessment, and re-enactment.

The difficulties inherent in demonstrating any such "reasonable relationship" or nexus between market-rate housing development and needs for more "affordable housing" have long been apparent, however. (See, e.g., Ellickson, *The Irony of Inclusionary Zoning* (1981).) The possible significance of *Patterson's* requirement for evidence demonstrating the "reasonable relationship" was highlighted recently in a commentary by two prominent land use scholars, published in the State Bar's REAL PROPERTY LAW REPORTER (vol. 32, May 2009):

> Prof. Roger Bernhardt: The great issue for me is, *how can a city show "the deleterious public impact" on a housing development in terms of creating a need for affordable housing*? One can see the linkage between the industrial or commercial development and affordable housing, but where is the nexus when the new development is *residential* instead?
>
> Prof. David Callies: That's the point: The city can't show a deleterious impact on affordable housing resulting from a residential development. There isn't any. I think these mechanisms won't hold up in court anywhere, and following the *Patterson* decision and the Supreme Court's *Lingle* decision, I don't think they're constitutional in California either.

Similar views have been expressed by public agency attorneys, and by legal counsel for proponents of inclusionary zoning mandates, regarding the need for cities to reconsider their approach to such housing exactions.

2. THE COSTA-HAWKINS ACT PRE-EMPTS LOCAL ATTEMPTS TO REGULATE THE INITIAL RENTAL RATES FOR HOUSING – EVEN IN CITY "AFFORDABLE HOUSING" PROGRAMS

In *Palmer/Sixth Street Properties, L.P., et al., v. City of Los Angeles*, another Court of Appeal held that large portions of the Los Angeles "affordable housing" program were pre-empted by State law and were invalid. Specifically, the Court affirmed a superior court decision that precluded the City of Los Angeles from enforcing an affordable housing ordinance against a mixed-use project including for-rent apartments. The Court concluded that, as applied to Palmer's project, the ordinance conflicts with, and is preempted by, the rent control provisions of the Costa-Hawkins Rental Housing Act (the "Act"), which allow residential landlords to set the initial rent levels at the commencement of a tenancy. The Supreme Court recently denied the City's petition for review..

In *Palmer*, the project was within the boundaries of the Central City West Specific Plan (the "Specific Plan") area, which imposes an affordable housing requirement on residential and mixed use projects of more than 10 dwelling units per lot. The City approved the project, but conditioned it to (1) either provide 60 replacement low-income dwelling units or pay an approximately $5,770,930 in-lieu fee; and (2) maintain rent restrictions pursuant to the Specific Plan for at least 30 years. Palmer claimed that these conditions conflicted with the Act.

The Act provides in relevant part that all residential landlords may "establish the initial rental rate for a dwelling or unit." Civ. Code §1954.53(a). The Court quickly honed in on how this provision of the Act preempted the Specific Plan's affordable housing requirements. The Court found that the Specific Plan's affordable housing requirements were "hostile or inimical" to the Act because they stripped Palmer of the right to establish initial rent rates and effectively locked-in rent levels for 30 years.

The Court also rejected the City's argument that the in-lieu fee provisions of the Specific Plan were severable and did not conflict with the Act because it does not mention impact fees. The Court held that the fee provisions were inextricably intertwined with the affordable housing requirements. In other words, the Specific Plan boxed Palmer into either paying for, or building, the affordable units, which is in conflict with the Act because neither of those options would allow the landlord to establish the initial rental rate for the units.

The net result of the recent appellate court decisions is **the rule that the imposition of requirements on new development to provide some portion or percentage of housing units in a development as "affordable" units to be sold or rented to selected income-restricted occupants at below-market terms (or be required to pay fees in lieu of providing such housing units) will be treated like "exactions" and must be justified by**

evidence demonstrating a reasonable relationship between the impacts caused by the new development and the amount of affordable housing or in lieu fees exacted from the development.

It is our request that the City of Rancho Cordova remove Housing Element Policies H.1.5 and H.1.6 and any related action items.

The Association, its members, and our firm look forward to working constructively with the City in continuing to fairly provide housing opportunities that are affordable to all, and to removing barriers to housing affordability. To this end, we would welcome an additional opportunities for input or otherwise helping to assure that the proposed Housing Element Update includes policies which are effective, feasible, and in conformance with all legal requirements.

Thank you for your consideration.

Very truly yours,

David P. Lanferman

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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