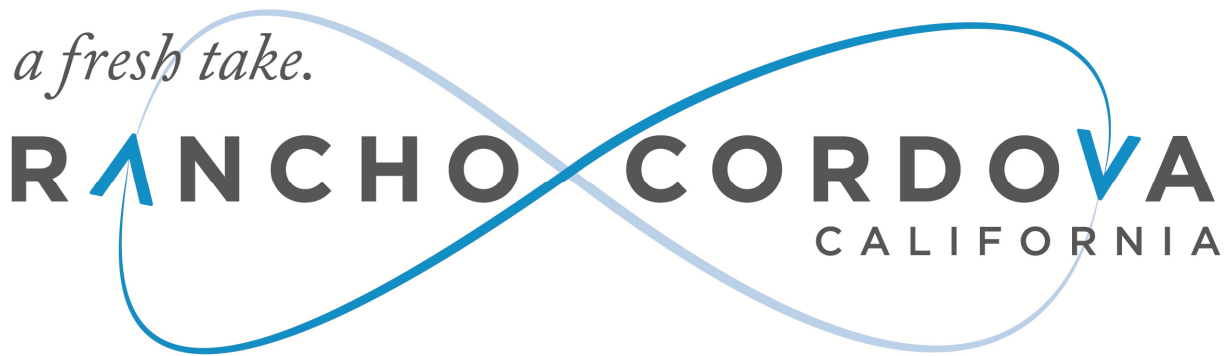


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, November 20, 2017

5:30 PM – Regular Meeting

AGENDA

Donald Terry, Mayor

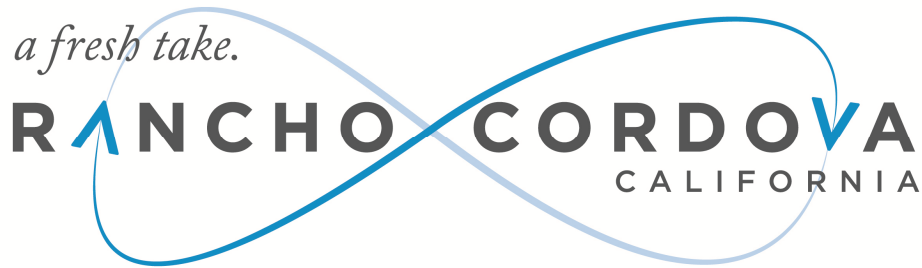
Linda Budge, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Garrett Gatewood, Council Member

CITY OF RANCHO CORDOVA



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 20, 2017

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Budge, Gatewood, McGarvey, Sander, and Mayor Terry.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Michael Hughes from United Methodist Church will give the invocation.

5. PRESENTATIONS

- 5.1 Introduction of New City Employee, Rod Van Buskirk, Business Systems Analyst, by Kim Juran-Karageorgiou, Administrative Services Director.
- 5.2 Introduction of New Contract Employee, Darcy Goulart, Planning Manager, by Elizabeth Sparkman, Interim Community Development Director.

- 5.3 Presentation of Proclamation declaring November 25, 2017 as Small Business Saturday to Diann Rogers, President & CEO, Rancho Cordova Chamber of Commerce.
- 5.4 Recognition of Council Member David Sanders' Birthday on November 25.

6. PUBLIC COMMENT

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

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes of November 6, 2017 Special and Regular Meeting.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** Quarterly Treasurer's Report.
Recommendation: This report is informational only. It is recommended that the City Council receive and file the September 30, 2017 Treasurer's Report.
Result of Recommended Action: The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the Treasurer's Report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the third quarter of this calendar year, ending September 30, 2017, and is in compliance with the State's reporting requirements.
Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
Advances Goals: 4.
- 9.3 **Subject:** A Resolution authorizing the City Manager to execute Contract No. 161-2017, in the amount of \$2,658,131.80 with Pacific Infrastructure Construction, LLC. to construct the Mather Rails to Trails Project.
Recommendation: Adopt Resolution No. 139-2017.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract No. 161-2017, in the amount of \$2,658,131.80 with Pacific Infrastructure Construction, LLC to construct the Mather Rails to Trails Project.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, and 5.

- 9.4 **Subject:** A Resolution authorizing the City Manager to execute Contract No. 143-2017, in the amount of \$441,126 with Central Valley Engineering & Asphalt, Inc. to construct the Stone Creek Trail Pedestrian Signals Project.
 Recommendation: Adopt Resolution No. 133-2017.
 Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract No. 143-2017 in the amount of \$441,126 with Central Valley Engineering & Asphalt, Inc. to construct the Stone Creek Trail Pedestrian Signals Project.
 Staff Report: Albert Stricker, Public Works Director and Chris Boyer, Associate Civil Engineer.
 Advances Goals: 1, 2, and 5.
- 9.5 **Subject:** Resolution No. 137-2017 Approving the 2018 City Council Meeting Schedule.
 Recommendation: Adopt Resolution No. 137-2017.
 Result of Recommended Action: Establish the 2018 Rancho Cordova City Council meeting schedule.
 Staff Report: Stacy Leitner, City Clerk.
 Advances Goals: 1, 3, and 5.

10. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**

NONE.

11. **PUBLIC HEARING ITEMS**

NONE.

12. **REGULAR CALENDAR ITEMS**

- 12.1 **Subject:** Resolution No. 132-2017 authorizing the City Manager to grant non-exclusive franchises and execute agreements with multiple waste hauling companies for the collection of solid waste, recyclables and organic materials from businesses and multi-family properties.
 Recommendation: Adopt Resolution No. 132-2017.
 Result of Recommended Action: Resolution No. 132-2017 authorizes the City Manager to grant non-exclusive franchises and execute agreements with multiple waste hauling companies for the collection of solid waste, recyclables and organic materials from businesses and multi-family properties for the term beginning January 1, 2018.
 Staff Report: Steve Harriman, Operations and Maintenance Division Manager.
 Advances Goals: 1, 2, and 5.
- 12.2 **Subject:** Responsible Investments for a Stronger Economy (RISE) proposal.
 Recommendation: Discuss and provide direction to staff on Responsible Investments for a Stronger Economy (RISE) proposal.
 Result of Recommended Action: The direction provided will determine next steps in response to the Responsible Investments for a Stronger Economy (RISE) proposal.
 Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
 Advances Goals: 3 and 5.
- 12.3 **Subject:** Employee Home Loan Program.
 Recommendation: Discuss timing and parameters for the possible establishment of

an employee home loan program for the purchase of a primary residence in the City of Rancho Cordova.

Result of Recommended Action: The direction provided will determine whether the City will move forward with an employee home loan program.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 3 and 5.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM 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 or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Tuesday, November 28, 2017	5:30 PM Special Meeting/Work Session CANCELLED
Monday, December 4, 2017	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 12, 2017	5:30 PM Special Meeting/Work Session
Monday, December 18, 2017	5:30 PM Regular Meeting

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

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

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

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

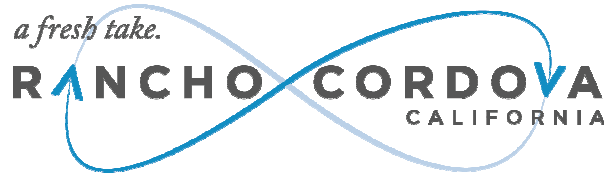
CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 20, 2017 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, November 16, 2017 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Thursday, November 16, 2017 at Rancho Cordova, California.



Stacy Leitner, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 06, 2017

4:00 PM – Special Meeting
American River Community Room North

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Present: McGarvey, Sander, Terry, Budge, Gatewood

Council Members Absent: None

Staff Members Present: Leitner, Stricker, Harriman, Kniestedt, Lindgren, Abhar, Haven, Simpson, Ulm, Carr

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Community Engagement Program Annual Update.

Recommendation: This report is for informational purposes, as well as for Council questions and discussion.

Result of Recommended Action: The Community Engagement Division, within the Communications & Public Affairs Department, is comprised of three main programs: Community Engagement, Beautification, and Volunteers. The purpose of this item is to provide Council with an update regarding the progress of these programs to date, successes seen in the last year, and key insights that will help guide the program in the coming year.

Staff Report: Lorianne Ulm, Community Engagement Analyst.

Advances Goals: 1, 2, 3, and 5.

ACTION: Discussion item only; Council provided direction.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Terry adjourned the special meeting to the regular meeting at 5:11 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Terry called the regular meeting to order in the David B. Roberts Council Chambers at 5:39 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Gatewood

Council Members Absent: None

Staff Members Present: Leitner, Delaney, Stricker, Pittman, Harriman, Kniestedt, Lindgren, Abhar, Haven, Simpson, Sparkman, Ulm, Carr, Schelldorf, Heisler, Bazzano

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Boy Scout Troop 363 presented the Colors and led the pledge.

8. INVOCATION

President Daniel Bair from The Church of Jesus Christ of Latter-day Saints gave the invocation.

9. PRESENTATIONS

- 9.1 Rancho Cordova Police Department Update on Crime Statistics and Downward Trend in Crime, Chris Pittman, Chief of Police.
- 9.2 Recognition of the 25th Year Anniversary for the Folsom Cordova Community Partnership.
- 9.3 California Capital Airshow Presentation, Darcy Brewer, Executive Director, California Capital Airshow.
- 9.4 Community Enhancement Fund Grant Check Presentations, Stacy Delaney, Community Enhancement Analyst.

10. PUBLIC COMMENT

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

- Meada Cashatt
- Carol Limbaga

Mayor Terry closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 13.1, 13.2, and 13.4 by Budge second by McGarvey;
Carried by a 5:0 roll call vote.

13.1 **Subject:** Meeting Minutes of October 16, 2017 Regular Meeting and October 18, 2017 Special Meeting.

Recommendation: Adopt Minutes.

13.2 **Subject:** Second Reading and Adoption of Ordinance 11-2017.

Recommendation: Staff recommends that Council waive the second reading and adopt Ordinance 11-2017 approving the First Amendment to Development Agreement relative to Sundance by and between the City and RHNC Sundance – Sacramento GP.

Result of Recommended Action: Approval of Ordinance 11-2017 for a Development Agreement Amendment would allow the subdivision of 114 single-family lots, two landscape corridor lots, eight common lots, one private roadway lot, and construction of the proposed residential project and associated infrastructure, and a Special Development Permit to reduce the minimum lot size and building setbacks.

Staff Report: June Cowles, Senior Planner, Planning Department.

Advances Goals: 1, 2, and 6.

13.3 **Subject:** Resolution Authorizing the City Manager to Execute an Amendment to the Legislative Advocacy and Governmental Affairs Contract with Joe A. Gonsalves & Son.

Recommendation: Adopt Resolution No. 136-2017.

Result of Recommended Action: Action on this item will ensure continued legislative advocacy on behalf of the City of Rancho Cordova by Joe a. Gonsalves & Son.

Staff Report: Maria Kniestedt, Communications & Public Affairs Director.

Advances Goals: 1, 2, 4, 5 and 6.

ACTION: Motion to approve item 13.3 by Budge second by McGarvey;
Carried by a 5:0 roll call vote.

13.4 **Subject:** A Resolution in Support of the Candidacy of Council Member David Sander for Second Vice President of the National League of Cities.

Recommendation: Adopt Resolution No. 138-2017.

Result of Recommended Action: Action on this item will confirm the Council's

support of Council Member Sander's Candidacy.

Staff Report: Stacy Leitner, City Clerk.

Advances Goals: 1.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

There were no Consent Public Hearing Items.

15. PUBLIC HEARING ITEMS

There were no Public Hearing Items.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Affirmation of Mather Veterans Village Phase 2 Use Permit for the Community-Based Transitional Housing (CBTH) Program.

Recommendation: Approve Resolution 134-2017.

Result of Recommended Action: Adoption of this Resolution will allow the State Controller's Office to remit CBTH Program funds to the City of Rancho Cordova.

Staff Report: Stefan Heisler, Reinvestment Analyst.

Advances Goals: 1, 2, 5, and 6.

ACTION: Motion to approve by Sander second by Budge;
Carried by a 5:0 roll call vote.

- 16.2 **Subject:** First Amendment to the Mather Veterans Village Phase 2 Disposition, Development and Loan Agreement.

Recommendation: Adopt Resolution 135-2017.

Result of Recommended Action: Adoption of this Resolution will allow the City Manager to execute the First Amendment to the Disposition, Development and Loan Agreement with Veterans Resource Centers of America for the Mather Veterans Village Phase 2 transitional housing project.

Staff Report: Stefan Heisler, Reinvestment Analyst.

Advances Goals: 1, 2, 5, and 6.

ACTION: Motion to approve by Budge second by McGarvey;
Carried by a 5:0 roll call vote.

- 16.3 **Subject:** Presentation of Proposed Updated Ordinance Regarding the City's Tree Preservation Ordinance.

Recommendation: Provide direction to staff regarding City Council's preferred level of tree protection and direct staff to return with an updated ordinance for Council adoption.

Result of Recommended Action: Staff would update the draft ordinance and return for Council adoption at a later date.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1, 2, and 5.

Spoke on item:

- Derald Langwell

ACTION: Discussion item only; Council provided direction.

16.4 **Subject:** Resolution Setting the 2018 City Council Meeting Calendar.

Recommendation: Adopt Resolution No. 137-2017.

Result of Recommended Action: Action on this item will confirm the 2018 Rancho Cordova City Council meeting schedule.

Staff Report: Stacy Leitner, City Clerk.

Advances Goals: 1, 3, and 5.

ACTION: Council will review the 2018 City Council Meeting Calendar and the item will return to Council at the next City Council Meeting on November 20, 2017.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Terry requested that a draft ordinance and plan regarding a down payment assistance program for employees be brought to the Council at the next possible meeting. Council Member Budge agreed and also requested a plan for funding the down payment assistance program. Council Member Gatewood requested that the City conduct a special study on Development Impact Fees and provide analysis and statistics to Council. Mayor Terry and Council Member Budge agreed they would like this Special Study conducted and presented to Council at a work session at a later date. Council Member Sander would like to discuss Regent Business's proposal called RISE at a future meeting.

18. ADJOURNMENT

Mayor Terry adjourned the meeting in memory of Ken Collins, James Arnold, Jim Emerson, Dale Steelman and the 26 people who lost their lives in Sutherland Springs, Texas.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

SUBJECT: Treasurer's Report – September 30, 2017



RECOMMENDATION

This report is informational only. It is recommended that the City Council receive and file the September 30, 2017 Treasurer's Report.

RESULT OF RECOMMENDED ACTION

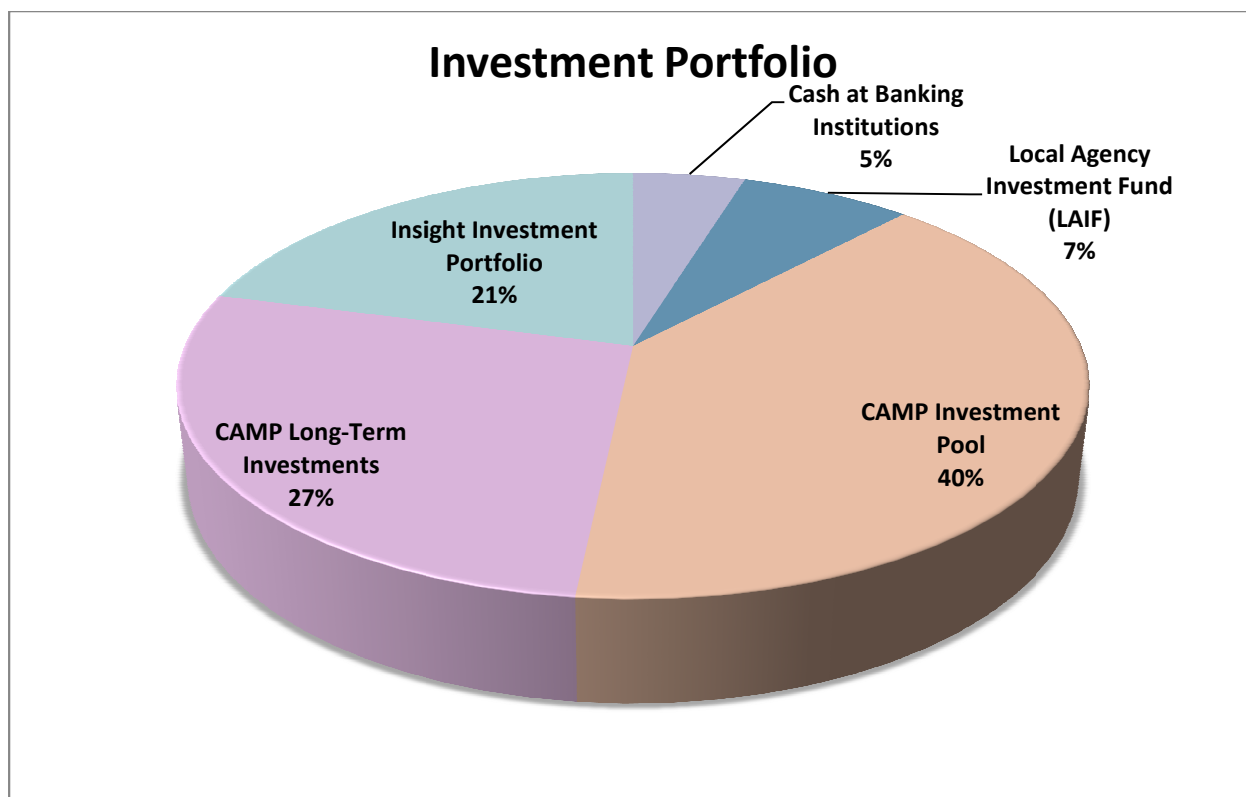
The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the Treasurer's Report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the third quarter of this calendar year, ending September 30, 2017, and is in compliance with the State's reporting requirements.

BACKGROUND

Attached is the quarterly Treasurer's Report for the period ending September 30, 2017. Treasurer's Reports are provided to Council on a quarterly basis.

At June 30, 2017 the value of the City's total portfolio was \$135.4 million. Since that time, the balances decreased by \$6.8 million with an ending balance of \$128.6 million as of September 30, 2017. The funds are held as follows:

Investment Distribution	Par Value	Market Value
Cash at Banking Institutions	\$ 6,097,489	\$ 6,097,489
Local Agency Investment Fund (LAIF)	9,349,447	9,349,447
CAMP Investment Pool	51,026,466	51,026,466
CAMP Long-Term Investments	35,282,526	35,250,189
Insight Investment Portfolio	26,875,000	26,895,050
Total	\$ 128,630,928	\$ 128,618,642



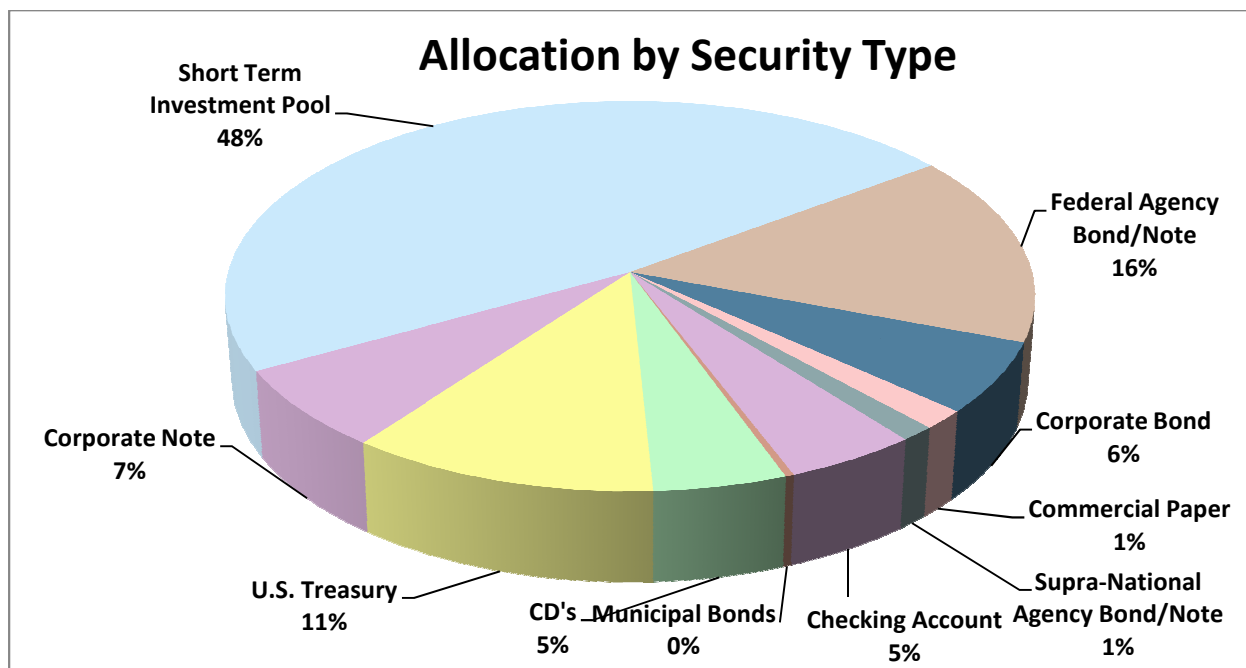
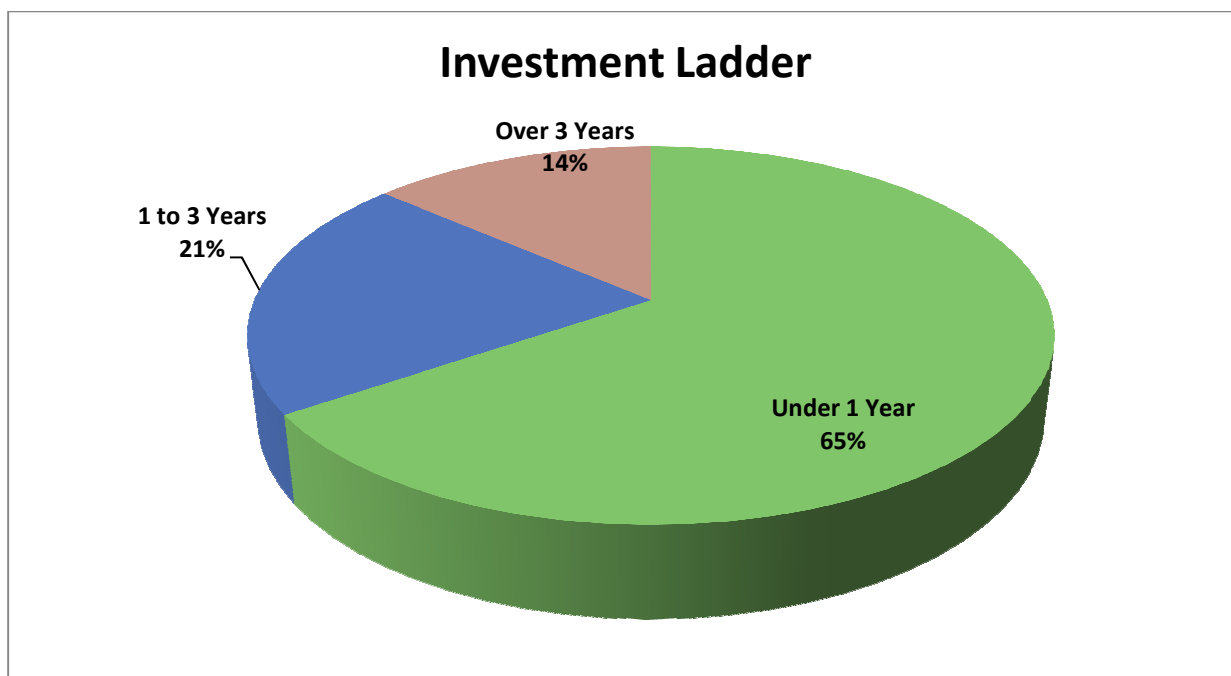
At September 30, 2017 the General Fund Cash and Investments balance was \$25.2 million, while the remaining \$103.4 million were restricted to specific activities and were recorded in Special Revenue, Enterprise, Internal Service or Agency Funds.

The overall portfolio is well diversified with \$62.2 million invested in marketable securities. \$60.3 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets). Another \$6.1 million is on deposit with our banks. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs.

Cash and short-term investments decreased by \$6.4 million while long-term investments decreased by \$400,000. The decrease in cash is typical for this time of year as the City's awaits its next property tax distribution which will occur in January 2018.

Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in investment policy options in accordance with California State Government Code. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

The distributions of investments are displayed in the following charts:



ATTACHMENT

1. Quarterly Treasurer's Report.

City of Rancho Cordova
Treasurer's Report September 30, 2017

ATTACHMENT 1

Security Held	Coupon	Par Value	Cost	Market Value
Wells Fargo Checking		\$ 5,985,337	5,985,337	5,985,337
Wells Fargo Adv Treasury Plus MMF		\$ 112,152	112,152	112,152
Local Agency Investment Fund (LAIF)	0.57	\$ 9,349,447	9,349,447	9,349,447
California Asset Management Program (CAMP)	0.51%	\$ 51,026,466	51,026,466	51,026,466
Insight Investment Portfolio				
USA Treasury	0.75	750,000	747,393	749,828
Federal Farm Credit Bank	2.5	900,000	931,779	902,664
JP Morgan Chase	6	400,000	474,708	405,091
Wells Fargo	1.49	400,000	400,124	400,022
Freddie Mac	0.85	1,000,000	1,000,500	999,060
USA Treasury	1	1,000,000	1,000,781	999,028
Wal-Mart	5.8	400,000	480,332	406,297
Federal Home Loan Bank Notes	1.125	1,000,000	1,006,580	999,590
Fannie Mae	1.1	1,000,000	1,004,830	999,490
USA Treasury	1	750,000	751,348	749,295
General Electric Co	5.625	850,000	995,195	870,057
Apple Inc.	1	400,000	396,704	399,064
Federal Home Loan Bank Notes	1.05	750,000	748,748	748,988
Federal Farm Credit Bank	2.58	750,000	780,645	756,765
U.S. Treasury Notes	0.875	1,000,000	997,813	996,602
Federal Home Loan Bank	1.125	750,000	754,133	748,018
Federal Farm Credit Bank	1.29	1,000,000	1,008,840	998,240
Federal Home Loan Bank	1.75	900,000	919,710	903,241
Toyota Motor Credit Corp	2.1	500,000	510,390	502,637
Cisco Systems Inc	2.125	775,000	783,866	780,850
Federal Farm Credit Bank	1.16	1,000,000	1,001,870	995,750
Freddie Mac	3.75	800,000	844,704	826,466
Toyota Motor Credit Corp	1.4	1,000,000	1,006,730	995,523
Federal Farm Credit Bank	1.42	1,000,000	998,942	996,730
Fannie Mae	1.075	1,000,000	999,500	989,100
Fannie Mae	0.875	2,100,000	2,096,101	2,075,239
Berkshire Hathaway	2.1	600,000	606,588	605,826
Pepsi Co.	1.35	650,000	647,127	648,066
Freddie Mac	1.5	750,000	750,600	748,530
Microsoft Corp	1.85	750,000	751,725	753,411
The Walt Disney Company	1.95	700,000	702,198	702,333
Freddie Mac	1.5	750,000	750,278	747,210
Federal Home Loan Bank	1.375	500,000	497,442	496,040
		26,875,000	27,348,221	26,895,050
CAMP Long-Term Investments				
TAOT 2017-B A3	1.76	700,000	699,946	699,919
ALLYA 2017-3 A3	1.74	300,000	299,969	299,622
HAROT	1.79	120,000	119,987	119,876
AMXCA 2017-4 A	1.64	260,000	259,958	259,687
ALLYA 2017-3 A3	1.75	300,000	299,969	299,485

City of Rancho Cordova
Treasurer's Report September 30, 2017

ATTACHMENT 1

Security Held	Coupon	Par Value	Cost	Market Value
CCCIT 2017-A3 A3	1.92	700,000	701,869	700,438
HSBC Bank USA NA Floating Cert	1.218	200,000	200,000	200,185
Royal Bank of Canada NY CD	1.7	750,000	750,000	751,035
Canadian Imperial Bank of NY CD	1.76	700,000	699,454	701,765
Nordea Bank Finland NY CD	1.76	700,000	700,000	701,765
Svenska Handelsbanken NY LT CD	1.89	575,000	575,000	573,157
Bank of Montreal Chicago CD	1.88	700,000	700,000	702,840
Sumitomoto Mitsui Bank NY CD	2.05	700,000	700,000	701,309
Bank of Tokyo Mitsubishi UFJ LT CD	2.07	350,000	350,000	349,889
Skandinav Enskilda Banken NY CD	1.84	700,000	699,727	699,363
WestPac Banking Corp NY CD	2.05	625,000	625,000	628,028
Bank of Tokyo Mitsubishi UFJ LTD	0	600,000	595,807	599,517
Credit Agricole CIP NY Comm Paper	0	700,000	695,216	696,618
BNP Paribas NY Branch	0	700,000	692,542	692,285
HSBC USA Inc Notes	1.5	200,000	199,964	200,030
IBM Copr Notes	1.125	300,000	299,085	299,747
JP Morgan Chase Corp Notes (Callabe)	1.7	275,000	274,929	275,083
Chevron Corp Notes	1.365	100,000	100,000	99,989
Exxon Mobil Corporate Notes	1.305	600,000	600,000	599,683
American Honda Finance Corp Notes	1.5	155,000	154,792	155,070
General Elec CAP Corp Global Notes	1.625	600,000	601,338	600,443
Toyota Motor Credit Corp	1.2	100,000	99,976	99,870
PEPSICO, Inc Corp Notes	1.25	250,000	249,970	249,799
Microsoft Corp Global Notes	1	145,000	144,909	144,693
Apple Inc Global Notes	1.08	265,000	264,022	264,380
Berkshire Hathaway Notes	1.31	210,000	209,878	209,597
Cisco Systems Inc Corp Note	1.66	475,000	474,919	475,591
Chevron Corp Global Notes	1.72	380,000	380,000	380,315
Citigroup Inc. Corporate Notes	2.05	550,000	549,923	550,794
John Deere Capital Corp Notes	1.95	130,000	129,992	130,515
Toyota Motor Credit Corp	1.7	300,000	299,964	299,899
American Honda Finance Corp Notes	1.7	110,000	109,978	109,955
Berkshire Hathaway Inc. Notes	1.7	80,000	79,939	80,155
Goldman Sachs Grp Inc	2	415,000	414,734	414,936
Goldman Sachs Grp Inc	2	85,000	84,764	84,987
Citigroup Inc. Corporate Notes	2.05	80,000	79,958	80,062
American Honda Finance	1.2	100,000	99,900	99,093
Burlington Nth Corp	4.7	400,000	441,560	422,446
American Express Credit Corp Notes	1.7	75,000	74,911	74,764
Microsoft Corp	1.85	300,000	299,799	301,235
Toyota Motor Credit Corp	1.95	300,000	299,862	300,110
Home Depot Inc Corp Notes	1.8	175,000	174,899	175,128
American Express Credit Corp Notes	2.25	500,000	502,735	499,271
John Deere Capital Corp Notes	2.65	250,000	248,898	253,355
American Honda Finance Corp Notes	1.95	70,000	69,929	69,881
Caterpillar Finl Service Note	1.85	275,000	274,769	273,731
Bank of America	2.328	225,000	225,000	224,530
FNMA Note	1.5	500,000	499,680	498,811
FHLMC Agency Notes	1.375	750,000	747,435	745,222
FNMA Note	1.5	750,000	747,728	745,901
FHLB Global Note	1.375	525,000	523,315	519,978
FHLMC Agency Notes	1.625	470,000	469,149	468,800

City of Rancho Cordova
Treasurer's Report September 30, 2017

ATTACHMENT 1

Security Held	Coupon	Par Value	Cost	Market Value
FHLB Global Note	1.125	700,000	695,743	683,808
FHLMC Series KP03 A2	1.78	186,836	188,700	186,757
Fannie Mae Series 2015-M13	1.646	185,689	187,549	185,578
Univ of Cal Taxable Rev Bonds	2.054	385,000	385,000	386,436
Inter-American Devel. Bank Note	1.625	700,000	698,341	698,000
International Bank of Reconstruction and Dev	1.561	850,000	847,960	842,754
U.S. Treasury Notes	1.25	475,000	469,044	471,697
U.S. Treasury Notes	2	1,000,000	1,034,219	1,010,859
U.S. Treasury Notes	1.375	50,000	50,914	49,656
U.S. Treasury Notes	1.375	850,000	866,834	844,156
U.S. Treasury Notes	1.375	850,000	859,463	844,156
U.S. Treasury Notes	1.75	500,000	515,723	500,938
U.S. Treasury Notes	2	600,000	621,680	605,765
U.S. Treasury Notes	1.375	900,000	882,141	888,610
U.S. Treasury Notes	1.375	1,250,000	1,217,529	1,233,105
U.S. Treasury Notes	2	1,000,000	1,010,898	1,007,969
U.S. Treasury Notes	2	1,150,000	1,156,963	1,159,164
U.S. Treasury Notes	2	1,200,000	1,203,609	1,209,563
U.S. Treasury Notes	1.25	600,000	588,492	586,594
		35,282,526	35,347,849	35,250,189
TOTAL		128,630,928	129,169,472	128,618,642

MEMORANDUM



DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Chris Boyer, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 161-2017 IN AN AMOUNT NOT TO EXCEED \$2,658,131.80 WITH PACIFIC INFRASTRUCTURE CONSTRUCTION, LLC TO CONSTRUCT THE MATHER RAILS TO TRAILS PROJECT.**

RECOMMENDATION

Adopt Resolution No. 139-2017.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract no. 161-2017 in an amount not to exceed \$2,658,131.80 with Pacific Infrastructure Construction, LLC to construct the Mather Rails to Trails Project.

BACKGROUND

The Mather Rails to Trails Project will utilize an existing abandoned railroad spur line to add a 10-foot wide separated bicycle and pedestrian trail from Mills Station Road to Mather Boulevard. The alignment crosses Highway 50 at an unused railroad bridge just west of Mather Field Road. The trail will include landscaping, lighting at trail heads, benches, shade structures and surveillance cameras.

The project will beautify and improve a railroad spur that has not been used for decades. The new bicycle/pedestrian trail will create a major north-south bicycle/pedestrian connection to and from the Mather Light Rail Station, Veterans Affairs Hospital, parks, businesses and the American River.

Bids for the project were solicited on the City's Website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchanges on October 9, 2017. Bids for the project were publicly opened on Friday, November 3, 2017. A total of seven bids were received. The lowest responsible base bid was \$2,658,131.80 from Pacific Infrastructure, LLC. The bid summary sheet is provided as **Attachment 2**.

This project was approved as part of the City's five-year Capital Improvement Program approved in 2017. Environmental review was completed with that approval.

Staff recommends awarding the construction contract to Pacific Infrastructure Construction, LLC.

FISCAL IMPACT

The total cost for the Mather Rails to Trails Project is estimated to be \$3,600,000. Funding is provided through state Active Transportation Program Grant Funds in the amount of \$2,083,000 and the remaining \$1,517,000 is funded through Demo Funds, Gas Taxes, Measure A Construction, Capital Infrastructure, Traffic Mitigation Impact Fees and Supplemental Transportation Fee Funds. There is no impact to the City's General Fund. The project is included in the FY 17/18 Budget.

ATTACHMENTS

1. Resolution No. 139-2017.
2. Bid Summary.

2886819.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 139-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 161-2017 IN AN
AMOUNT NOT TO EXCEED \$2,658,131.80 WITH PACIFIC INFRASTRUCTURE
CONSTRUCTION, LLC TO CONSTRUCT THE MATHER RAILS TO TRAILS PROJECT**

WHEREAS, the City solicited bids for the Mather Rails to Trails Project under the requirements of state law and publicly opened bids on November 3, 2017; and

WHEREAS, the lowest responsible bidder was Pacific Infrastructure Construction, LLC; and

WHEREAS, adoption of this resolution will award construction contract no. 161-2017 with Pacific Infrastructure Construction, LLC in an amount not to exceed \$2,658,131.80 for the Mather Rails to Trails Project; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) when the City adopted its five-year Capital Improvements Program, and has been determined to be exempt from further review pursuant to CEQA Regulation 15301(l) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project only involves negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract no. 161-2017 in an amount not to exceed \$2,658,131.80 with Pacific Infrastructure Construction, LLC and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND PACIFIC INFRASTRUCTURE CONSTRUCTION,
LLC. FOR THE MATHER RAILS TO TRAILS PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Pacific Infrastructure Construction, LLC ("Contractor") as of November 20, 2017.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the Mather Rails to Trails Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on October 6, 2017 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 161-2017, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right

to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: two million six hundred fifty-eight thousand one hundred thirty-one dollars and eighty cents (\$2,658,131.80). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the

amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

Jay Zoellner
Pacific Infrastructure Construction, LLC
871 Cotting Court, Suite A
Vacaville, CA 95688-9354

Any written notice to City shall be sent to:

Chris Boyer
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

CONTRACT NO. 164- 2016

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

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Jay Zoellner, President

Date

Date

Attest:

Stacy Leitner, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date



Mather Rails to Trails Project - CP10-2084 - Bid Summary
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
November 3, 2017 at 2:00 p.m.

	Contractor	Total Bid Amount	Proposal Signed	Contractors License	DIR Registration	Equal Employment	Public Contract Code	Experience / Qualifications Statement	Bidder's Bond	Non-Collusion	Debarment & Suspension	Non-Lobbying Certification	Disclosure of Lobbying	Federal Minimum Wage Rates	Exhibit 15-G	Exhibit 15-H	Exhibit 12-B	Subcontractor List	Addendum 1	Addendum 2	Addendum 3
A	Pacific Infrastructure Cosntruction, LLC	\$2,658,131.80	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X
B	Robert A. Bothman Construction	\$3,118,000.00	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X
C	B & M Builders, Inc.	\$3,306,509.00	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X
D	A Teichert & Son, Inc.	\$3,084,553.00	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X
E	Sierra National Construction, Inc.	\$3,200,708.00	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X
F	McGuire and Hester	\$3,526,065.50	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X
G	Martin Brothers Construction	\$3,507,000.00	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X
H																					
I																					
J																					
K																					
L																					

Attendees:
Stacy Leitner, City Clerk
Chris Boyer, Public Works



Stacy Leitner, City Clerk

11/8/17

MEMORANDUM



DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Chris Boyer, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 143-2017 IN THE AMOUNT OF \$441,126 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT THE STONE CREEK TRAIL PEDESTRIAN SIGNALS PROJECT.**

RECOMMENDATION

Adopt Resolution No. 133-2017.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract no. 143-2017 in the amount of \$441,126 with Central Valley Engineering & Asphalt, Inc. to construct the Stone Creek Trail Pedestrian Signals Project.

BACKGROUND

The Stone Creek Trail Pedestrian Signals Project will result in two new pedestrian traffic signals where Stone Creek Trail crosses Zinfandel Drive and Prospect Park Drive. The project also includes construction of accessible curb ramps and modified medians for pedestrian refuge. This project will create safer pedestrian crossings at Zinfandel Drive and at Prospect Park Drive for all users of the trail.

Bids for the project were solicited on the City's Website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchanges on October 6, 2017. Bids for the project were publicly opened on Monday, October 30, 2017. A total of six bids were received. The lowest responsible base bid was \$441,126. The bid summary sheet is provided as **Attachment 3**.

This project was approved as part of the City's five-year Capital Improvement Program adopted in 2017. Environmental review was therefore completed with that approval. Staff recommends awarding the construction contract to Central Valley Engineering & Asphalt, Inc. and authorizing the City Manager to execute the agreement.

FISCAL IMPACT

Funding for this project consists of City Transportation Funds currently budgeted and State Active Transportation Program funds. There is no impact to the City's General Fund.

ATTACHMENTS

1. Resolution No. 133-2017
2. Contract 143-2017
3. Bid Summary Sheet

2886812.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 133-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 143-2017 IN THE
AMOUNT OF \$441,126 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO
CONSTRUCT THE STONE CREEK TRAIL PEDESTRIAN SIGNALS PROJECT**

WHEREAS, the City solicited bids for the Stone Creek Trail Pedestrian Signals Project under the requirements of state law and publicly opened bids on October 30, 2017; and

WHEREAS, the lowest responsible bidder was Central Valley Engineering & Asphalt, Inc.; and

WHEREAS, adoption of this Resolution will award construction contract no. 143-2017 to Central Valley Engineering & Asphalt, Inc. in the amount of \$441,126 for the Stone Creek Trail Pedestrian Signals Project; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the City approved its five year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA Regulation 15301(l) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project only involves negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract no. 143-2017 in an amount not to exceed \$441,126 with Central Valley Engineering & Asphalt, Inc. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CENTRAL VALLEY ENGINEERING & ASPHALT,
INC. FOR THE STONE CREEK TRAIL PEDESTRIAN SIGNALS PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Central Valley Engineering & Asphalt, Inc. ("Contractor") as of November 21, 2017.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Stone Creek Trail Pedestrian Signals Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on October 6, 2017 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 143-2017, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

1898853.2

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: four hundred forty-one thousand one hundred twenty-six dollars (\$441,126.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to

make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

James Castle
Central Valley Engineering & Asphalt, Inc.
216 Kenroy Lane
Roseville, CA 95678
james@cenvalley.com

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

James Castle, CFO/Secretary

Date

Date

Attest:

Stacy Leitner, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

**CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BID FORM

Project No. CP16-2174

Project: STONE CREEK TRAIL PEDESTIAN SIGNALS PROJECT

SUBMIT BID TO:

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

BID OPENING:

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

**NO LATER THAN: 11:00 a.m.
DAY OF BID: October 30, 2017**

APPROXIMATELY 11:10 p.m.

**TO: City Clerk
 City of Rancho Cordova**

Name of Bidder: Central Valley Engineering & Asphalt, Inc.

Business Address: 216 Kenroy Lane

City, State, Zip Code: Roseville, CA 95678

Telephone Number: 916-791-1609

Contact Person: James Castle

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA FORMS

CONTRACTORS LICENSE FORM

Project No. CP16-2174

Project: STONE CREEK TRAIL PEDESTIAN SIGNALS PROJECT

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. <u>773404</u>	Expiration Date: <u>3-31-18</u>
Subcontractor's License No. <u>855546</u>	Expiration Date: <u>3-31-19</u>
Subcontractor's License No. <u>755317</u>	Expiration Date: <u>3-31-18</u>
Subcontractor's License No. <u>694400</u>	Expiration Date: <u>8-31-18</u>
Subcontractor's License No. _____	Expiration Date: _____

Contractor's Classification:

Central Valley
Engineering & Asphalt, Inc.
Contractor's Name (Printed)

10-27-17
Date


Bidder's Signature
(Same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFO / Secretary
Bidder's Title

CITY OF RANCHO CORDOVA FORMS
DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTORS REGISTRATION FORM

Project No. CP16-2174

Project: STONE CREEK TRAIL PEDESTIAN SIGNALS PROJECT

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any bidder or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. 1000001249

Expiration Date: 6/30/18

Subcontractor's Registration No. 1000000381

Expiration Date: 6/30/18

Subcontractor's Registration No. 1000002783

Expiration Date: 6/30/18

Subcontractor's Registration No. 1000000188

Expiration Date: 6/30/18

Subcontractor's Registration No. _____

Expiration Date: _____

Central Valley
Engineering & Asphalt, Inc.
 Contractor's Name (Printed)

[Signature]
 Bidder's Signature
 (Same signature as on Bid Proposal)

10-27-17
 Date

James Castle
 Bidder's Name (Printed)

CFO / Secretary
 Bidder's Title

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

STONE CREEK TRAIL PEDESTIAN SIGNALS PROJECT					
CITY OF RANCHO CORDOVA					
BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Water Pollution Control Plan	1	LS	2200 ⁻	2200 ⁻
2	Traffic Control	1	LS	21900 ⁻	21900 ⁻
3	Clearing and Grubbing	1	LS	20663 ⁻	20663 ⁻
4	Roadway Excavation (F)	206	CY	67 ⁵⁰	13905 ⁻
5	Asphalt Concrete (Type B), 1/2 Inch	65	TON	291 ⁻	18915 ⁻
6	Aggregate Base Class 2	138	CY	209 ⁻	28842 ⁻
7	Type 5 PCC Curb	24	LF	109 ⁻	2616 ⁻
8	Curb Ramp	4	EA	5800 ⁻	23200 ⁻
9	Detectable Warning Surface	2	EA	550 ⁻	1100 ⁻
10	PCC Sidewalk	319	SF	42 ⁻	13398 ⁻
11	Under Sidewalk Drain	1	LS	1200 ⁻	1200 ⁻
12	Traffic Striping and Marking, Thermoplastic	1	LS	5200 ⁻	5200 ⁻
13	Roadside Signs	1	LS	3100 ⁻	3100 ⁻
14	Traffic Signal Interconnect	1	LS	6510 ⁻	6510 ⁻
15	Bike/Ped Counting Station	2	EA	19106 ⁻	38212 ⁻
16	Traffic Signal (Zinfandel s/o Barden)	1	LS	102300 ⁻	102300 ⁻
17	Traffic Signal (Prospect Park n/o Flore)	1	LS	101200 ⁻	101200 ⁻
18	Landscaping and Irrigation Modifications	1	LS	36665 ⁻	36665 ⁻
	TOTAL OF BID PRICE \$	441126 ⁻			
	TOTAL BASE BID PRICE IN WORDS	FOUR HUNDRED FORTY-ONE THOUSAND ONE HUNDRED TWENTY-SIX			

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Central Valley Engineering & Asphalt, Inc., proposed subcontractor _____, hereby certifies that he has ☒ has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial



DESIGNATION OF SUBCONTRACTORS

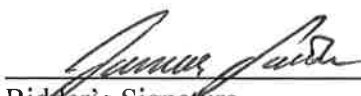
In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Parker Landscape Dev. Inc. Sacramento, CA	Landscape - Partial	\$35,000 -
Sierra Traffic Markings Inc.	Striping & Signage	\$8,000 -
Pacific Excavation, Inc. Elk Grove, CA	ELECTRICAL	\$236,000 -

Central Valley
Engineering & Asphalt, Inc.
Contractor's Name (Printed)

10-27-17
Date


Bidder's Signature
(same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFD / Secretary
Bidder's Title

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT

Central Valley
Engineering & Asphalt, Inc.
Contractor's Name (Printed)

10-27-17
Date


Bidder's Signature
(same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFO/Secretary
Bidder's Title

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 18 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 18 years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	<i>Please See Attached</i>		

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	<i>Please See Attached</i>		

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

*Central Valley
Engineering & Asphalt, Inc.*
Contractor's Name (Printed)

10-27-17
Date


Bidder's Signature
(same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFO/Secretary
Bidder's Title

Central Valley Engineering & Asphalt, Inc.

Contractor Experience Statement

Contract Year	Type of Work Performed	Contract Amt	Client/Agency Name	Contact Name	Phone Number
2016	Concrete Rpr & St. Resurfac 15-16	\$ 1,577,000	City of Folsom	Ryan Chance	916-355-8346
2016	2015 RSTP Arterial Microsurfacing	\$ 6,911,000	City of Roseville	Nina Buelna	916-746-1300
2016	Sidewalk and Curb Improvements	\$ 66,000	City of Nevada City	Bill Falconi	530-470-8710
2016	Safe Routes to School on East Ave.	\$ 536,000	City of Lincoln	Roland Neufeld	916-434-2481
2016	Utilitiy Repair Asphalt Restoration	\$ 557,000	City of Folsom	Ryan Chance	916-355-8346
2016	Accessibility & Drainage 20-16-001	\$ 971,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2016	2016 Residential Street Resurfacing	\$ 982,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2016	Mariposa Avenue Slope Repair	\$ 249,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2015	Concrete & Pavement Repair FY14-15	\$ 1,818,000	City of Folsom	Ryan Chance	916-355-8346
2015	Paving & Reconstruction of Various Streets	\$ 603,000	City of Nevada City	Bill Falconi	530-470-8710
2015	Roadway Improvements - East Broad & Ma	\$ 438,000	City of Nevada City	Bill Falconi	530-470-8710
2015	2015 Pavement Management Program	\$ 383,000	City of Brentwood	Anthony Salam	925-516-5158
2015	Pacific Street Bike Lane and Widening	\$ 1,398,000	City of Rocklin	Zach Bosch	916-625-5511
2015	Rancho Murieta Pavement Rehab Project	\$ 475,000	Rancho Murieta	Skip Brown	916-761-1817
2015	UPRR Ped Xing & Bike Path	\$ 280,000	City of Colfax	Alan Mitchell	530-668-5883
2014	2014 Residential Street Resurfacing	\$ 1,241,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2014	Folsom Boulevard Improvements	\$ 1,270,000	City of Folsom	Ryan Chance	916-355-8346
2014	2014 Pavement Management Program	\$ 755,000	City of Brentwood	Anthony Salam	925-516-5158
2014	City Paving Program	\$ 380,000	City of Nevada City	Bill Falconi	530-470-8710
2014	Sutton Way Reconstruct	\$ 409,000	City of Grass Valley	Bjorn Jones	530-274-4322
2014	State Highway 82 Construction	\$ 485,000	Caltrans	Charles Koos	650-738-3828
2014	Sunrise Blvd. Bus Stop Improvements Phas	\$ 439,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2014	Area 5 Traffic, Safety & Walkability Phase 1	\$ 921,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2014	Elk Grove Slurry Seal Project Paving	\$ 553,000	City of Elk Grove	Will Cross	916-257-0082

Equipment List

Quantity	Name, Type and Capacity	Condition	Location
4	Asphalt Pavers	Good	Roseville, CA
7	Rollers	Good	Roseville, CA
10	Tractors/Mini Excavators	Good	Roseville, CA
3	Transfers / 10-Wheelers	Good	Roseville, CA

Accompanying this proposal is Bidder's Bond
(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
 "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)
 in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

Central Valley Engineering & Asphalt, Inc.

Warren Holt - President / Treasurer

Bob Leppik - V.P. ; James Castle - CFO / Secretary

Licensed in conformance with an act providing for the registration of Contractors

License No. 773404 Classification(s) A - Gen'l Eng.

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

None

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 10/27/17



James Castle
CFO / Secretary
 Signature and Title of Bidder

Business Address 216 Kenroy Lane, Roseville, CA 95678

Place of Business 216 Kenroy Lane, Roseville, CA 95678

Place of Residence Rocklin, CA

**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____
_____ as Principal, and

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee",
in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee
for the work described below, for the payment of which sum we bind ourselves, jointly and severally,
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under
the specifications, after the prescribed forms are presented to him for signature, enters into a written contract,
in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee
faithful performance of the contract and the other to guarantee payment for labor and materials as provided
by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all
costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20 ____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this day of _____ in the year 20__ before me _____, personally
appeared _____, personally known to me (or to me on
Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the
attorney-in-fact of _____, and acknowledged to me that he (she)
subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, Central Valley Engineering & Asphalt, Inc. _____ as Principal, and

The Guarantee Company of North America USA

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

Stone Creek Trail Pedestrian Signals Project CP16-2174

(Copy here the exact description of work, including location as it appears on the proposal)

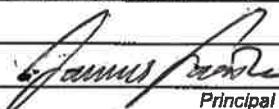
for which bids are to be opened at Rancho Cordova, CA on October 30, 2017
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

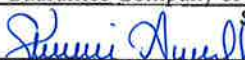
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: October 26, 2017.

Central Valley Engineering & Asphalt, Inc.


Principal

The Guarantee Company of North America USA

By 
Stephanie Agapoff, Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this day of _____ in the year 20__ before me _____, personally appeared _____, personally known to me (or to me on

Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

-See Attached - California all Purpose Acknowledgment

(SEAL)

Complies with Civil Code 1189

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento)

On October 26, 2017 before me, Breanna Bofman, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Breanna Bofman

(Seal)





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler,
Melissa D. Diaz, Shawna Johnson, Mindy Whitehouse, Jennifer Lakmann, Sara Walliser, John J. Weber, Stephanie Agapoff
Interwest Insurance Services, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of October, 2017

Randall Musselman

Randall Musselman, Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On 10/27/17 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

personally appeared James Castle,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

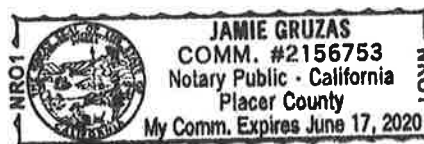
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jamie Gruzas

(Seal)



**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial 

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Initial 



Stone Creek Trail Pedestrian Signals Project - CP16-2174 - Bid Summary

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

October 30, 2017 at 11:00 am

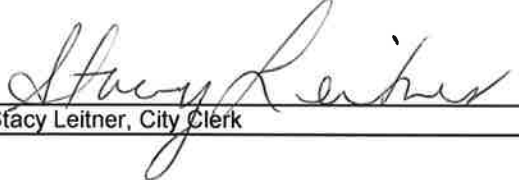
	Contractor	Total Bid Amount	Proposal Signed	Contractors License	DIR Contractors Registration	Equal Employment Opportunity Certification	Public Contract Code	Designation of Subs	Experience Qualifications	Bidder's Bond	Non-Collusion Affidavit	Debarment and Suspension
A	B & M Builders, Inc.	\$501,025.00	X	X	X	X	X	X	X	X	X	X
B	All-American Construction, Inc.	\$669,315.00	X	X	X	X	X	X	X	X	X	X
C	Martin Brothers Construction	\$740,776.50	X	X	X	X	X	X	X	X	X	X
D	Sierra National Construction, Inc.	\$452,969.00	X	X	X	X	X	X	X	X	X	X
E	Martin General Engineering, Inc.	\$526,637.00	X	X	X	X	X	X	X	X	X	X
F	Central Valley Engineering & Asphalt, Inc.	\$441,126.00	X	X	X	X	X	X	X	X	X	X
G												
H												
I												
J												

Attendees:

Stacy Leitner, City Clerk

Kelli Carr, Deputy City Clerk

Ben Chan, Public Works


 Stacy Leitner, City Clerk

10/30/17
 Date

MEMORANDUM

DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Stacy Leitner, City Clerk

SUBJECT: **RESOLUTION NO. 137-2017 APPROVING THE 2018 CITY COUNCIL MEETING SCHEDULE.**



RECOMMENDATION

Adopt Resolution No. 137-2017.

RESULT OF RECOMMENDED ACTION

Establish the 2018 Rancho Cordova City Council meeting schedule.

BACKGROUND

To ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and various other events and conferences that the council and the community may be participating in so that we avoid conflicts.

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 the following year. Attached to Resolution No. 137-2017 is the proposed City Council Meeting dates for 2018.

The attached calendar is created in Outlook and automatically is added to personal calendars of all City Council Member and staff who have requested it. The City Clerk's department constantly monitors the calendar for accuracy and makes instant updates to the master calendar which then updates City Council and Staff Outlook calendars.

ATTACHMENTS

1. Resolution No. 137-2017, with Exhibit A: Proposed 2018 City Council Meeting Schedule
2. 2018 Outlook City Hall Events Calendar

2886807.1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ESTABLISHING THE 2018 CITY COUNCIL MEETING SCHEDULE**

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 PM on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, In order to ensure maximum attendance of Council Members and the community in our legislative process we are setting our meeting schedule in November for the following year.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA sets its 2018 City Council meeting schedule as outlined in the attached **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20^h day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk
2886809.1

EXHIBIT A

Proposed 2018 Rancho Cordova City Council Meeting Schedule

JANUARY 2018	
Tuesday, January 2	CANCEL REGULAR MEETING (Tuesday due to Holiday)
Tuesday, January 9	5:30 PM Special Meeting/Work Session
Tuesday, January 16	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 30	1:00 PM Special Meeting/Work Session
FEBRUARY 2018	
Monday, February 5	4:00 PM Special Meeting 5:30 PM Regular Meeting
Tuesday, February 20	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 27	5:30 PM Special Meeting/Work Session (Budget)
MARCH 2018	
Monday, March 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 19	5:30 PM Regular Meeting
Tuesday, March 27	5:30 PM Special Meeting/Work Session
APRIL 2018	
Monday, April 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 16	CANCEL – CAP-TO-CAP CONFLICT
Tuesday, April 24	5:30 PM Special Meeting/Work Session
MAY 2018	
Monday, May 7	4:00 PM Special Meeting 5:30 PM Regular Meeting
Tuesday, May 15	5:30 PM Special Meeting/Work Session (Budget Adjustments)
Monday, May 21	5:30 PM Regular
Tuesday, May 29	5:30 PM Special Meeting/Work Session - ONLY IF NEEDED
JUNE 2018	
Monday, June 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 18	5:30 PM Regular Meeting David not available
Tuesday, June 26	5:30 PM Special Meeting/Work Session
JULY 2018	
Monday, July 2	4:00 PM Special Meeting 5:30 PM Regular Meeting
Monday, July 16	CANCEL REGULAR MEETING
Tuesday, July 31	CANCEL REGULAR MEETING

EXHIBIT A

AUGUST 2018	
Monday, August 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 14	5:30 PM Special Meeting/Work Session
Tuesday, August 20	5:30 PM Regular Meeting
Tuesday, August 28	CANCEL WORK SESSION
SEPTEMBER 2018	
Tuesday, September 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Monday, September 11	5:30 PM Special Meeting/Work Session
Tuesday, September 17	5:30 PM Regular Meeting
Tuesday, September 25	CANCEL WORK SESSION
OCTOBER 2018	
Monday, October 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 9	5:30 PM Special Meeting/Closed Session for City Manager Evaluation
Monday, October 15	5:30 PM Regular Meeting
Tuesday, October 23	5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED
Tuesday, October 30	CANCEL WORK SESSION
NOVEMBER 2018	
Monday, November 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 19	5:30 PM Regular Meeting
Tuesday, November 27	5:30 PM Special Meeting/Work Session
DECEMBER 2018	
Monday, December 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 11	5:30 PM Special Meeting/Work Session
Monday, December 17	5:30 PM Regular Meeting

January 2018

January 2018							February 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 31	Jan 1, 18 New Year's Day Holiday - City Hall Closed	2	3	4 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	5 Pay Day	6
7	8 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	9 5:30pm City Council Special Meeting/Work Session	10 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation District/Sacramento	11 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	12 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council Chambers)	13
14	15 Martin Luther King Holiday - City Hall Closed	16 10:00am Sacramento-Yolo Mosquito & Vector Control District Board 5:30pm City Council Regular Meeting	17 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	18 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	19 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	20
21	22 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	23	24 US Conference of Mayors (Washington DC) 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H	25 CCC - Artist Reception (City Hall) 9:30am Sacramento 3:00pm Sacramento 6:00pm FCUSD Board	26 Timesheets Due	27
28	29	30 1:00pm City Council Special Meeting/Work Session - Visioning	31 LOCCA City Manager's Dep 8:00am Rancho Cordova Chamber of Commerce Business Outlook & Economic Forecast (Marriott	Feb 1	2	3

February 2018

February 2018							March 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3				1	2	3	
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 28	29	30	31	Feb 1 LOCCA City Manager's Dept Meeting (Newport Beach) 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	2 Pay Day	3
4	5 4:00pm City Council Special Meeting and Regular Meeting (5:30)	6	7	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors)	9 Timesheets Due Winter Olympics Opening Ceremonies 8:30am Capital Southeast Connector JPA (City Council	10
11	12 Lincoln's Birthday 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	13	14 Valentine's Day 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H	15 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	16 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	17
18	19 President's Day - City Hall Closed	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board 5:30pm City Council Regular Meeting	21 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	22 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	23 Timesheets Due	24
25 Winter Olympics Closing Ceremonies	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	27 5:30pm City Council Special Meeting/Work Session	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	Mar 1	2	3

March 2018

March 2018							April 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	Mar 1 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	2 Pay Day	3
4	5 4:00pm City Council Special Meeting and Regular Meeting (5:30)	6	7	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors)	9 SXSW Conference- Government Track (Austin, TX) Timesheets Due 8:30am Capital Southeast Connector 6:00pm 19th Annual Community Volunteer	10
11 SXSW Conference- Government Track (Austin, TX) NLC Congressional City Conference (Washington DC) State Humane Society Conference (Long Beach)	12 5:30pm Sacramento Regional Transit (RT) Board Meeting	13	14 9:00am Sacramento Regional Sanitation District/Sacramento Area Sewer District	15 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	16 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	17 St Patrick's Day
18	19 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	21 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council)	22 Rancho Cordova Chamber of 9:30am Sacramento 3:00pm Sacramento 6:00pm FCUSD Board	23 Timesheets Due	24
25 CALBO ABM Conference (Burlingame, CA)	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	27 5:30pm City Council Special Meeting/Work Session	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	29 LOCC Public Works Officers Institute & Expo (Monterey, CA)	30 Good Friday Pay Day	31

April 2018

April 2018							May 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 1 Easter Sunday	2 4:00pm City Council Special Meeting and Regular Meeting (5:30)	3 Alliance for Innovation TIG Conference (Tacoma, WA) LOCC Planning Commissioners Academy (Monterey, CA)	4 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	5 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	6 Timesheets Due	7
8	9 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	10	11 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	12 CCC - Artist Reception (City Hall) 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	13 Pay Day 8:30am Capital Southeast Connector JPA (City Council Chambers)	14 Metro Chamber Cap to Ca
15 Metro Chamber Cap to Cap (Washington, DC)	16	17 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	18 LOCC Legislative Action 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B.	19 8:00am Rancho Cordova 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	20 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	21
22	23 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	24 5:30pm City Council Special Meeting/Work Session	25 8:00am Administrative Professionals Day 9:30am Sacramento Regional Sanitation District/Sacramento	26 CA Municipal Treasurers Association (CMTA) (Oakland, CA) 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	27 Pay Day	28 8:30am CCC - Kids Day in the Park
29	30	May 1	2	3	4	5

May 2018

May 2018							June 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 29	30	May 1	2	3	4	5
			LOCC City Attorney Spring Conference (San Diego)			Cinco de Mayo
				6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	Cordova Community Classic Golf Tournament
6	7	8	9	10	11	12
	SVABO Minstitute (Citrus Heights)				Pay Day	iFest
	4:00pm City Council Special Meeting and Regular Meeting (5:30)		9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation	1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	8:30am Capital Southeast Connector JPA (City Council Chambers)	
13	14	15	16	17	18	19
	5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	10:00am Sacramento-Yolo Mosquito & Vector 5:30pm City Council Special Meeting/Work	11:00am Sacramento Children's Museum Inspire Luncheon 6:30pm Cordova Recreation and Park District (CRPD) Board	8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	
20	21	22	23	24	25	26
International Council of Shopping Centers (ISSC)				9:30am Sacramento Metropolitan Air	Pay Day	
International Institute of Municipal Clerks (IIMC) (Norfolk, VA)				3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965		
	5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy		9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District			
27	28	29	30	31	Jun 1	2
	Memorial Day Holiday - City Hall Closed Memorial Day Ceremony 5:30pm Sacramento Regional Transit (RT)	5:30pm City Council Special Meeting/Work Session -if needed				

June 2018

June 2018							July 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	1	2	3	4	5	6	7
10	11	12	13	14	8	9	8	9	10	11	12	13	14
17	18	19	20	21	15	16	15	16	17	18	19	20	21
24	25	26	27	28	22	23	22	23	24	25	26	27	28
					29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 27	28	29	30	31	Jun 1 Timesheets Due 7:30pm Friday Moonlight Movies (Village Green Park)	2
3	4 4:00pm City Council Special Meeting and Regular Meeting (5:30)	5	6	7 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	8 US Conference of Mayors (Boston, MA) Pay Day 8:30am Capital Southeast Connector 7:30pm Friday Moonlight Movies	9
10 US Conference of Mayors (Boston, MA)	11 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	12	13 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	14 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	15 Timesheets Due 11:30am Rancho Cordova Luncheon (American River 7:30pm Friday Moonlight Movies	16
17	18 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	19 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	20 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	21 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	22 National Civic League Meeting (Denver, CO) Pay Day 7:30pm Friday Moonlight Movies (Village Green Park)	23
24	25 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	26 5:30pm City Council Special Meeting/Work Session	27 LOCC Mayors & Council Members Executive Forum (M 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H	28 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	29 Mayors & Council Members Advanced Leadership Workshop Timesheets Due 7:30pm Friday Moonlight Movies	30

July 2018

July 2018							August 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14		5	6	7	8	9	10
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 1 City of Rancho Cordova Anniversary (Incorporated 2003)	2 4:00pm City Council Special Meeting and Regular Meeting (5:30)	3 Rancho Cordova 4th of July Celebration	4 Independence Day Holiday - City Hall Closed	5 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	6 Pay Day	7
8	9 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	10	11 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation District/Sacramento	12 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	13 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council Chambers)	14
15	16	17 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	18 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	19 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	20 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	21
22	23 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	24	25 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	26 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	27 Timesheets Due	28
29	30	31	Aug 1	2	3	4

August 2018

August 2018							September 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30						29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 29	30	31	Aug 1 CCC - Artist Reception (City Hall)	2 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	3 Pay Day 7:00pm Summer Concert Series (Village Green Park)	4
5	6 4:00pm City Council Special Meeting and Regular Meeting (5:30)	7	8 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	9 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	10 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council 7:00pm Summer Concert Series	11
12	13 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	14 5:30pm City Council Special Meeting/Work Session	15 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	16 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 10:00am Rancho 6:00pm FCUSD - School	17 Pay Day 11:30am Rancho Cordova Luncheon (American River 7:00pm Summer Concert Series	18
19	20 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	21 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	22 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	23 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	24 Timesheets Due 7:00pm Summer Concert Series (Village Green Park)	25
26	27 APWA Public Works Expo (J=Kansas City, Missouri) 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	28	29	30	31 Pay Day 7:00pm Summer Concert Series (Village Green Park)	Sep 1

September 2018

September 2018							October 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 26	27	28	29	30	31	Sep 1
2	3 Labor Day Holiday - City Hall Closed	4 4:00pm City Council Special Meeting and Regular Meeting (5:30 pm)	5	6 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	7 Timesheets Due	8
9	10 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	11 5:30pm City Council Special Meeting/Work Session	12 9:00am Sacramento Central Groundwater 9:30am Sacramento	13 1:30pm Sacramento Transportation Authority (STA) Board	14 Pay Day Rancho Cordova 8:30am Capital	15
16	17 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	18 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	19 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B.	20 8:00am Rancho Cordova Chamber of 9:00am Sacramento 6:00pm FCUSD - School	21 Timesheets Due 11:30am Rancho Cordova Luncheon (American River	22
23	24 5:30pm Sacramento Regional Transit (RT) Board Meeting	25	26 9:30am Sacramento Regional Sanitation District/Sacramento	27 9:30am Sacramento Metropolitan Air 3:00pm Sacramento 6:00pm FCUSD Board	28 Pay Day	29
30	Oct 1	2	3	4	5	6

October 2018

October 2018							November 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 30	Oct 1 4:00pm City Council Special Meeting and Regular Meeting (5:30)	2	3	4 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	5 Timesheets Due	6
7	8 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	9 5:30pm Special Meeting/Closed Session for City Manager Evaluation	10 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	11 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	12 Pay Day 8:30am Capital Southeast Connector JPA (City Council Chambers)	13 RCAA Sports Hall of Fame (City Hall)
14	15 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	16 Bosses Day 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	17 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	18 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	19 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	20
21	22 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	23 5:30pm Special Meeting/Closed Session for City Manager Evaluation - if needed	24 CCC - Artist Reception (City Hall) 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	25 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	26 Pay Day	27
28	29	30	31 Halloween	Nov 1	2	3

November 2018

November 2018							December 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 28	29	30	31	Nov 1 5:30pm State of the City (City Hall) 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	2 Timesheets Due	3
4	5 4:00pm City Council Special Meeting and Regular Meeting (5:30)	6 Election Day	7	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	9 Pay Day 8:30am Capital Southeast Connector JPA (City Council Chambers)	10
11 Veterans Day Veterans Day Ceremony	12 Veterans day Observed - City Hall Closed 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	13	14 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation District/Sacramento	15 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	16 Timesheets Due 11:30am Rancho Cordova Luncheon (American River 5:00pm Rancho Cordova Chamber of	17
18	19 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	21 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	22 Thanksgiving Day Holiday 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	23 Pay Day	24
25 Christmas Tree Lighting (Village Green Park)	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	27 5:30pm City Council Special Meeting/Work Session	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	29	30 Timesheets Due	Dec 1

December 2018

December 2018							January 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 25	26	27	28	29	30	Dec 1
2	3 4:00pm City Council Special Meeting and Regular Meeting (5:30)	4	5 Place holder LOCC City Clerk's Dept New Law Place Holder LOCC Municipal Finance Institute	6 6:00pm FCUSD - School District Board	7 Pay Day Pearl Harbor Remembrance Day	8
9	10 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	11 5:30pm City Council Special Meeting/Work Session	12 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	13 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	14 Timesheets Due 8:30am Capital Southeast Connector 11:30am Rancho	15
16	17 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	18 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	19 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B.	20 8:00am Rancho Cordova 9:00am Sacramento 4:30pm Rancho Cordova 6:00pm FCUSD - School	21 Pay Day	22
23	24 Christmas Eve Holiday - City Hall Closed 5:30pm Sacramento Regional Transit (RT)	25 Christmas Day Holiday - City Hall Closed	26 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	27 9:30am Sacramento Metropolitan Air 3:00pm Sacramento 6:00pm FCUSD Board	28 Timesheets Due	29
30	31 New Year's Eve	Jan 1, 19	2	3	4	5

MEMORANDUM

DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Operations and Maintenance Division Manager

SUBJECT: **RESOLUTION NO. 132-2017 AUTHORIZING THE CITY MANAGER TO GRANT NON-EXCLUSIVE FRANCHISES AND EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC MATERIALS FROM BUSINESSES AND MULTI-FAMILY PROPERTIES.**



RECOMMENDATION

Adopt Resolution No. 132-2017.

RESULT OF RECOMMENDED ACTION

Resolution No. 132-2017 authorizes the City Manager to grant non-exclusive franchises and execute agreements with multiple waste hauling companies for the collection of solid waste, recyclables and organic materials from businesses and multi-family properties for the term beginning January 1, 2018.

BACKGROUND

Chapter 6.20.060 of the Rancho Cordova Municipal Code empowers the City Council to grant non-exclusive franchises to private waste hauling companies for the collection, transportation and disposal of solid waste, recyclables and organic materials generated at businesses and multi-family properties in Rancho Cordova. The current franchise agreements expire on December 31, 2017. The following is a summary of the proposed new franchise agreement:

- **Term:** The term of the proposed franchise agreement is five years, from January 1, 2018 through December 31, 2022.
- **30% Waste Diversion Requirement:** State Law (AB 939) requires California municipalities to divert a minimum of 50% of the waste generated within their borders from landfill disposal through source reduction, recycling and composting programs. In an effort to contribute to the City's efforts to comply with State law, the proposed new franchise agreement requires waste hauling companies to divert a minimum of 30% of the waste they collect from their business and multi-family customers in Rancho Cordova. The proposed new agreement also requires waste hauling companies to pay a \$20 per ton fee to the City if their overall quarterly diversion rate falls below 30%. The 30% diversion requirement is lower than the State's 50% diversion requirement because many businesses recycle or compost materials they generate without the assistance of their franchised waste hauler.

- Multi-family Bulky Item Collection Service: In order to improve services and reduce illegal dumping on city streets, the proposed new franchise agreement requires waste hauling companies to offer collection services to multi-family properties for bulky items like furniture, mattresses, appliances and electronic wastes that are too large or not appropriate for collection in the regular garbage bin. The new agreement also requires waste hauling companies to provide collection services within 48 hours of a request for service by a multi-family property. Multi-family property owners, managers and tenants may negotiate rates with their waste hauler for this service and will continue to have the option to self-haul bulky items to disposal or recycling facilities.
- Commercial Recycling and Organics Requirements: State law places certain requirements on businesses and multi-family properties to implement collection programs for traditional recyclables like aluminum, glass and paper, and organic materials like food scraps and yard clippings. The proposed new franchise agreement requires the waste hauling companies to assist their business and multi-family customers with implementation of new programs to comply with these State laws, including technical assistance, collection bins and containers, and signage.
- Construction and Demolition (C&D) Debris Processing Requirement: The California Green Building Standards Code requires that 65% of all waste materials generated from certain construction and demolition projects are diverted from landfill disposal. In order to comply with this regulation the City Council adopted Ordinance 3-2016, which establishes a framework for the City's C&D recycling program and requires that all mixed C&D materials generated at local project sites be delivered to a sorting facility to recover recyclables like wood, metals, drywall and cardboard. The proposed new franchise agreement also requires all mixed C&D materials to be delivered to a sorting facility in order to ensure compliance with State regulations and align the proposed new franchise agreement with Ordinance 3-2016.

FISCAL IMPACT

The proposed franchise agreement includes a ten percent franchise fee on revenue collected from businesses and multi-family properties for waste collection and disposal, which is consistent with the current franchise agreement. The ten percent franchise fee generates annual revenue in the range of \$550,000 to \$600,000. The franchise fee revenue is allocated to the Public Works Operating Budget in the current fiscal year, for administration of the Solid Waste Program.

ATTACHMENTS

1. Resolution No. 132-2017.
2. Exhibit 1: Commercial Solid Waste, Recyclables, and Organics Collection Franchise Agreement Between the City of Rancho Cordova and "Waste Hauler"

CITY OF RANCHO CORDOVA

RESOLUTION NO. 132-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO GRANT NON-EXCLUSIVE FRANCHISES
AND EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES
FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC
MATERIALS FROM BUSINESSES AND MULTI-FAMILY PROPERTIES**

WHEREAS, beginning in December 2005 the City of Rancho Cordova has granted non-exclusive franchises and executed agreements with multiple waste hauling companies for the provision of waste collection and recycling services to businesses and multi-family properties; and

WHEREAS, the term of the current franchise agreements expires on December 31, 2017; and

WHEREAS, the City Council of the City of Rancho Cordova acknowledges the need to provide state-of-the-art facilities, equipment and programs to local businesses and multi-family residential properties for the safe and legal collection, transportation, disposal and processing of garbage, recyclables, and organic materials; and

WHEREAS, the Legislature of the State of California, by enactment of California Integrated Waste Management Act ("AB 939"), Commercial Organics Recycling legislation ("AB 1826") and Commercial Recycling legislation ("AB 341"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial waste diversion programs within their jurisdictions; and

WHEREAS, City staff have convened multiple meetings with waste hauling companies and stakeholders to review and discuss the proposed franchise agreement; and

WHEREAS, the following waste hauling companies currently hold a valid franchise with the City and have submitted an application for a new franchise beginning January 1, 2018:

Advance Disposal	Quality Construction Cleanup
Atlas Disposal Industries	Allied Waste Services of North America
Elk Grove Waste Management	USA Waste of California
Green Waste of Sacramento	Waste Removal and Recycling
North Cal Hauling Company	
Patrick's Construction Cleanup	

WHEREAS, the City Manager may grant a non-exclusive franchise and execute an agreement with any qualified waste hauling company who submits an application to the city during the term of the proposed new franchise agreement; and

WHEREAS, the City Council is committed to a solid waste management program that ensures compliance with local, state and federal laws and regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, pursuant to Rancho Cordova Municipal Code section 6.20.060, to grant non-exclusive franchises and execute agreements (Exhibit 1) with waste hauling companies for the provision of business and multi-family waste collection and recycling services, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk

COMMERCIAL NON-EXCLUSIVE SOLID
WASTE, RECYCLABLES AND ORGANICS
COLLECTION FRANCHISE AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA
AND

[WASTE HAULER NAME]

Exhibit 1

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**COMMERCIAL NON-EXCLUSIVE SOLID WASTE,
RECYCLABLES AND ORGANICS COLLECTION FRANCHISE
AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND NAME**

This Commercial Non-Exclusive Solid Waste and Recyclable Material and Organic Recyclable Material Collection Franchise Agreement ("Agreement") is made and entered into this **DATE**, by and between the City of Rancho Cordova, a municipal corporation of the State of California, hereinafter referred to as "CITY", and **NAME**, hereinafter referred to as "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 and organic recyclables handling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Recycling legislation ("AB 341") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial recycling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Organics Recycling legislation ("AB 1826") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial organics recycling within their jurisdictions; and

WHEREAS, CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified franchisees for the collection, transport, processing and disposal of commercial solid waste, recyclable materials and organic recyclable materials 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 enterprises so that, at all times, there will continue to be competent enterprises willing and financially able to furnish needed solid waste handling service; and

WHEREAS, one of the purposes of this Agreement is to regulate such non-exclusive Franchises in order to ensure the orderly collection, transportation, processing and disposal of commercial solid waste, recyclables, and organics in the CITY and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY requires all solid waste collectors providing commercial solid waste services in the CITY to obtain a non-exclusive Franchise for the collection of commercial solid waste (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 has applied to CITY for a Commercial Franchise; and;

WHEREAS, the Public Works Director has reviewed FRANCHISEE'S application dated **DATE** for the purpose of determining whether FRANCHISEE meets the requirements for the granting of such Franchise; and

WHEREAS, CITY has determined that the FRANCHISEE does meet the requirements for the granting of such a Franchise and that the grant of a Commercial Franchise to FRANCHISEE is in the public interest; and

WHEREAS, CITY intends to receive value for the Franchise issued, through the payment by FRANCHISEE to City of a franchise fee, which represents a toll or rental for the use of CITY streets and rights of way; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all commercial solid waste and the proper processing of all designated recyclable materials and all designated organic recyclable materials collected in the CITY and CITY is not instructing FRANCHISEE how to collect, transport, process or dispose of commercial solid waste, recyclables or organics so long as its operation is consistent with the Rancho Cordova Municipal Code and all applicable State and Federal laws; and

WHEREAS, CITY and FRANCHISEE desire to enter into a non-exclusive Commercial Franchise Agreement in order that FRANCHISEE may perform commercial solid waste, recyclable material and organic recyclable material collection, transportation, processing and disposal services in the CITY.

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree as follows:

Section 1. Definitions

For the purpose of this Commercial Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Chapters 6.20 and 6.21 of the Rancho Cordova Municipal Code ("RCMC") shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

a. "Bulky Waste Collection Service". The periodic on-call Collection of Large Items, by the CONTRACTOR, and the delivery of items to a City-Approved Materials Recycling Facility or such other facility as may be appropriate under the terms of this Agreement. Bulky Waste Collection Service includes the collection of items such as, but not limited to, furniture, carpets, mattresses, electronic equipment and appliances.

b. "Business" means a commercial entity, proprietorship, firm, partnership, joint-stock company, person in representative or fiduciary capacity, association, venture, trust, or corporation that is organized for financial gain or profit, including but not limited to, offices, retail stores, markets, industrial facilities, schools, school districts, manufacturing facilities, warehouse and distribution facilities, restaurants, motels and hotels, theaters, medical offices, gas stations and automotive facilities; and not-for-profit organizations, associations and entities, including but not limited to, churches, hospitals, and social service organizations.

c. "CITY" means the City of Rancho Cordova, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

d. "City-Approved C&D Sorting Facility" means a city-approved facility that receives C&D Debris and/or processes C&D Debris into its component material types for reuse, recycling, and disposal of residuals.

e. "City-Approved Material Recovery Facility" means a City-approved facility that receives mixed Recyclable Material and processes Recyclable Material into its component material types for reuse, recycling, and disposal of residuals.

f. "City-Approved Organics Processing Facility" means a City-approved facility that receives Organic Recyclable Material and/or processes Organic Recyclable Material into its component material types for the recycling of organic waste, and disposal of residuals.

g. "Collection" or "Collect" means the act of picking up, transporting and removing Commercial Solid Waste, Designated Recyclable Materials or Designated Organic Recyclable Materials from the place of generation.

h. "Commercial Collection Services" means Commercial Solid Waste Collection Service, Commercial Recycling Collection Service and Commercial Organics Recycling Collection Services.

i. "Commercial Organics Recycling Collection Service" means the Collection of Designated Organic Recyclable Materials and/or Designated Green Materials in the CITY by FRANCHISEE and the transportation and processing of those Designated Organic Recyclable Materials.

j. "Commercial Recycling Collection Service" means the Collection of Designated Recyclable Materials in the CITY by FRANCHISEE and the transportation and processing of those Designated Recyclable Materials.

k. "Commercial Solid Waste Collection Service" means the Collection of Commercial Solid Waste in the CITY by FRANCHISEE and the transportation, processing and disposal of that Commercial Solid Waste.

l. "Commercial Solid Waste" means Mixed C&D Debris, and waste that is generated by a Business or Multi-Family Residential Property and Collected at such Business or Multi-Family Residential Property but does not include Designated Recyclable or Designated Organic Recyclable Materials.

m. "Construction and Demolition Debris" or "C&D Debris" means used or commonly discarded materials resulting from landscaping, construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, that are not hazardous as defined in California Health and Safety Code Section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

Exhibit 1

n. “Covered Generator” means all Businesses and Multi-Family Residential Properties that are subject to the requirements of Chapter 6.21 of the Rancho Cordova Municipal Code.

o. “Covered Project” means a project defined in Rancho Cordova Municipal Code Section 16.92.020.J and as defined in Section 10 of this Agreement.

p. “Customer” means a Business or Multi-Family Residential Property owner who enters into a Service Agreement with FRANCHISEE for Commercial Collection Services. Where FRANCHISEE provides services to multiple Businesses or Multi-Family Residential Properties under one Service Agreement “Customer” refers only to the party(ies) that entered into the Service Agreement with FRANCHISEE.

q. “Designated Green Materials” or “Green Materials” means materials that are required to be separated by Covered Generators from Commercial Solid Waste and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Green Materials include, but are not limited to: yard trimmings, grass, weeds, leaves, pruning, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces and other types of organic yard waste. Green Materials does not include food scraps and paper contaminated with food scraps.

r. “Designated Organic Recyclable Materials” or “Organic Recyclable Materials” or “Organics” means materials that are required to be separated by Covered Generators from Commercial Solid Waste and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Organic Recyclable Materials includes the following materials: food waste, green waste, landscaping and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. The term 'organic recyclable materials' solely means 'designated green materials' when referencing multi-family residential property requirements.

s. “Designated Recyclable Materials” or “Recyclable Materials” or “Recyclables” means materials that are required to be separated by Covered Generators from Commercial Solid Waste and Designated Organic Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Recyclable Materials currently include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight for any single item); steel including “tin” cans and small scrap (not exceeding ten (10) pounds in weight for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; polystyrene; wood pallets and non-treated and unpainted wood scraps; and those materials accepted by FRANCHISEE or CITY for Recycling, as updated from time to time.

t. “Franchise”, “Franchise Agreement” or “Agreement” means this written document and all exhibits and amendments thereto between CITY and FRANCHISEE.

Exhibit 1

- u. “Large Items” means those materials Collected as part of Bulky Waste Collection Services that includes, but is not limited to: furniture, carpets, mattresses, white goods, brown goods, clothing, tires, or some combination of such items.
- v. “Mixed C&D Debris” means commingled recyclable and non-recyclable C&D debris generated at a project site.
- w. “Multi-Family Residential Property” means five (5) or more residential dwelling units located on a single parcel of land and any mobile home park located within the City.
- x. “National Contracts” means contracts between waste management companies and multi-sited waste generating companies that currently operate in more than one state in the United States.
- y. “Organic Recyclable Materials” see “Designated Organic Recyclable Materials”.
- z. “Organics Recycling” means the process of Collecting, sorting and treating Organic Recyclable Materials and/or Green Materials that would have otherwise become Commercial Solid Waste and returning them to a safe, nuisance-free compost product by treating the materials to a controlled biological decomposition.
- aa. “Recyclable Material Container” means any box, tub, cart, bin, or other container provided by FRANCHISEE that is made of metal, hard plastic or other similar material, is suitable for Collection of Recyclable Materials or Organic Recyclable Materials and is approved by CITY.
- bb. “Recyclable Materials” see “Designated Recyclable Materials”
- cc. “Recycling” or “Recycled” means the process of Collecting, sorting, cleansing, treating and reconstituting Recyclable Materials that would otherwise become Commercial 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 marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.
- dd. “Service Agreement” means a written agreement between FRANCHISEE and a Customer concerning the provision of Commercial Collection Services.
- ee. “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 or Organic Recyclable Materials that are set out for separate Collection for the purposes of Recycling or Organics Recycling, and that are not landfilled.

ff. "Source Separate" or "Source Separated" means the process of removing Recyclable Materials or Organic Recyclable Materials from Solid Waste for the purpose of Recycling or Organics Recycling, done by the Customer.

Section 2. Grant of Non-Exclusive Franchise.

a. CITY hereby grants to FRANCHISEE a Franchise for the Collection of Commercial Solid Waste authorizing FRANCHISEE to engage in the business of Collecting, transporting, processing, and disposing of Commercial Solid Waste, C&D Debris, Recyclable Materials and Organic Recyclable Materials kept, accumulated or generated in CITY and to use the public streets and rights of way for such purpose.

b. This grant is pursuant to FRANCHISEE's application for the Franchise, which application is incorporated herein by this reference.

Section 3. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, Chapters 6.20 and 6.21 of the Rancho Cordova Municipal Code, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

Section 4. Term of Franchise.

a. Subject to Section 32 of this Agreement, the term of the Franchise granted to FRANCHISEE shall be from January 1, 2018 through December 31, 2022. The effective date of this Agreement shall be January 1, 2018.

b. In the event CITY offers to extend the term of this Agreement, and FRANCHISEE intends to accept such offer, FRANCHISEE shall provide CITY with an updated application information identifying all material changes since the submission of the initial application or the last application update no later than one hundred and twenty (120) days prior to the end of the term of this Agreement.

c. In the event CITY offers to extend the term of this Agreement, either CITY or FRANCHISEE may give notice of a desire to negotiate material changes to this Agreement no later than one hundred twenty (120) days prior to the end of the term of this Agreement, and the parties agree to negotiate in good faith regarding such proposed changes.

Section 5. Conditions for Effectiveness.

The effectiveness of this Agreement is subject to FRANCHISEE's satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by CITY. Any such waiver must be in writing.

a. Accuracy of Representations. The representations and warranties made by FRANCHISEE in application for Franchise are true and correct on and as of the effective date of this Agreement.

b. Absence of Litigation. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

c. Furnishing of Insurance. FRANCHISEE has furnished evidence of the Insurance required by Section 20 of this Agreement.

Section 6. Limitations on Scope of Franchise.

Under the terms of this Franchise, FRANCHISEE has the authority to Collect only Commercial Solid Waste, C&D Debris, Recyclable Materials and Organic Recyclable Materials from Businesses and Multi-Family Residential Properties and to provide drop-box service to all generators.

Section 7. Franchise Fees.

a. During the term of the Franchise, FRANCHISEE shall pay to CITY franchise fees for the privilege of using CITY streets and public rights-of-way to engage in the business of providing Commercial Collection Services in CITY.

b. FRANCHISEE shall pay franchise fees on revenue generated from all Commercial Solid Waste Collected pursuant to this Agreement regardless of the method of disposal or handling. FRANCHISEE shall not owe any franchise fees on revenues generated from the sale of Recyclable Materials or Organic Recyclable Materials from the Collection of Source Separated materials.

c. Franchise fees shall be a percentage of all gross revenues, less franchise fees received from Customers, including those Customers that are state or federal agencies or entities located within CITY, for the provision of Commercial Collection Services. The franchise fee shall be calculated based on gross Collection revenues prior to FRANCHISEE imposing the franchise fee on its Customers.

d. The franchise fee percentage shall be ten percent (10%) or such other amount applicable to Commercial Franchises that may be adopted at any time during the term of this Agreement by a resolution of the City Council, or by the City Manager if the City Council has delegated such authority to the City Manager by resolution.

Section 8. Franchise Fee Payment.

a. 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 revenue is received. Each payment shall be calculated in accordance with the provisions of this Agreement and the Rancho Cordova Municipal Code.

b. The franchise fee shall be paid to the Public Works Director at the address set forth in Section 8(f) of this Agreement. Each payment shall be accompanied by a "gross revenue form," 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 Public Works Director may require and such other information as the Public Works Director may determine is material to a determination of the amount due.

c. If no revenue subject to the franchise fee is collected during a given month, the gross revenue form must still be submitted to the Public Works Director in the manner described in Section 8(b) of this Agreement.

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 CITY from collecting by appropriate action the sum that is actually due and payable.

e. If franchise fees are not paid by FRANCHISEE in the time and manner described in this Section 8 of this Agreement, then in addition to the franchise fees, FRANCHISEE shall pay a late payment charge in an amount equal to one hundred dollars (\$100.00), for each business day in which the franchise fee was not timely paid.

f. FRANCHISEE shall pay all required franchise fees to:

City of Rancho Cordova
Attn: Public Works Director
2729 Prospect Drive
Rancho Cordova, CA 95670

g. If FRANCHISEE remits franchise fees by personal delivery to CITY, such franchise fees shall be deemed timely paid only if delivered on or before the due date. If FRANCHISEE remits franchise fees by mail or other delivery service, such franchise fees shall be deemed timely only if: (1) the envelope containing the franchise fee payment bears a postmark or receipt showing that the payment was mailed or sent on or before the due date; or (2) FRANCHISEE submits proof satisfactory to CITY'S Public Works Director that the franchise fee payment was in fact deposited in the mail or sent on or before said due date.

h. In the event FRANCHISEE believes that it has paid franchise fees in excess of the fees due to CITY, FRANCHISEE may submit a request for refund to the Public Works Director on a form provided by the Public Works Director. If proof of overpayment is satisfactory to the Public Works Director, the Public Works Director shall refund to FRANCHISEE any overpayment. FRANCHISEE shall not apply any overpayment as a credit against any franchise fees or other amounts payable to CITY unless specifically so authorized by the Public Works Director in writing.

Section 9. Diversion Requirements.

a. FRANCHISEE shall be required to divert from disposal a minimum of thirty percent (30%) of all material Collected by FRANCHISEE in each quarter of the calendar year beginning January 1, 2018.

b. FRANCHISEE will also assist the CITY in reaching CalRecycle's seventy-five percent (75%) goal to the extent FRANCHISEE can do so without incurring additional expense or interfering with FRANCHISEE's ability to perform its other obligations under this Agreement.

c. Diversion Requirements Calculation. For purposes of determining if FRANCHISEE achieves FRANCHISEE'S diversion requirements, the Parties agree the quarterly diversion rate will be calculated using the following formula: "the tons of

materials Collected by FRANCHISEE from the provision of Collection Services in CITY that are sold or delivered to a recycling facility, materials recovery facility, recycler, re-user, or other processing facility, divided by the total tons of materials Collected in CITY by FRANCHISEE in each quarter.” Notwithstanding any other provision of this Agreement to the contrary, no Liquidated Damages shall be assessed against FRANCHISEE for failure to meet diversion requirements during a particular quarter if during that quarter FRANCHISEE has demonstrated good faith efforts to achieve the diversion requirements by (i) implementing public education and outreach efforts as outlined in Section 17, delivering all Recyclable Materials collected hereunder to a City-Approved Materials Recovery Facility, (iii) delivering all Organic Recyclable Material collected hereunder to a City-Approved Organics Processing Facility; and (iv) delivering all C&D debris to a City-Approved C&D Sorting Facility. In addition, in determining whether to assess Liquidated Damages for failure to meet diversion requirements, City may also take into account FRANCHISEE’s other good faith efforts, changes in Recyclable Materials markets, availability of organics processing facilities, and documented changes in waste characterization.

d. The Quarterly Reports submitted by FRANCHISEE to CITY pursuant to Section 18 FRANCHISEE shall include documentation stating and supporting each calendar quarter’s diversion rate. Diversion from sources other than FRANCHISEE’S diversion shall not be counted as diversion achieved by FRANCHISEE.

Section 10. C&D Debris Diversion.

FRANCHISEE shall deliver all loads of Mixed C&D Debris to a City-Approved C&D Sorting Facility, whether from a Covered Project or not, where the material shall be processed for recovery. Under no circumstances are loads of mixed C&D Debris to be taken to a landfill or disposed of otherwise. FRANCHISEE must receive written approval from CITY prior to delivering Mixed C&D Debris to a facility other than that listed on FRANCHISEE’s application packet.

Section 11. Covered Generator.

FRANCHISEE must offer and provide Commercial Recycling and Commercial Organics Recycling Collection Services to its Customers who are Covered Generators which meet the threshold requirements in this Section. The thresholds for the services Covered Generators are required to obtain are as follows:

a. Recycling Requirements. All Business and Multi-Family Residential Property owners or generators that generate four or more cubic yards of Commercial Solid Waste per week and Multi-Family Residential Properties of five or more dwelling units, regardless of the volume of Solid Waste generated, are required to arrange for Commercial Recycling Collection Services.

b. Business Organics Recycling Requirements.

(1) As of the effective date of this Agreement, Businesses that generate four cubic yards or more of Designated Organic Recyclable Materials per

week are required to arrange for Commercial Organics Recycling Collection Services.

(2) Commencing January 1, 2019: Businesses that generate four cubic yards or more of Commercial Solid Waste per week must arrange for Commercial Organics Recycling Collection Services.

c. Multi-Family Residential Property Organics Recycling Requirements – Covered Generators with the below thresholds will need to arrange for Commercial Organics Recycling Collection services by the date listed:

(1) As of the effective date of this Agreement, Multi-Family Residential Properties that generate four cubic yards or more of Designated Green Materials per week must arrange for Commercial Organics Recycling Collection Services.

(2) Commencing January 1, 2019: Multi-Family Residential Properties that generate four cubic yards or more of Commercial Solid Waste (not including Mixed C&D Debris) per week must arrange for Commercial Organics Recycling Collection Services.

Multi-Family Residential Properties will not be required to separate food scraps for Organics Recycling unless the City requires such properties to do so.

Section 12. Ownership of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials.

CITY does not gain any ownership or right to possess Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials Collected by FRANCHISEE pursuant to this Agreement. Subject to the provisions of this Agreement, FRANCHISEE shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the Commercial Solid Waste or Recyclable Materials or Organic Recyclable Materials that it Collects pursuant to the terms of this Agreement.

Section 13. Disposal and Processing of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials.

FRANCHISEE shall dispose of or process Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials Collected or transported by FRANCHISEE only by taking such Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials to a landfill, transfer station, City-Approved Material Recovery Facility, or City-Approved Organics Processing Facility which is lawfully authorized to accept such Commercial Solid Waste and/or Recyclable Materials and/or Organic Recyclable Materials. FRANCHISEE shall not dispose of such Commercial Solid Waste or Recyclable Materials by depositing it on any land, whether public or private. FRANCHISEE shall not dispose of such Commercial Solid Waste or Recyclable Materials or Organic Recyclable Materials in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

Section 14. On-Call Multi-Family Residential Property Bulky Waste Collection Service.

FRANCHISEE shall offer Multi-Family Residential Property Bulky Waste Collection Service to all Multi-Family Residential Property Customers that have a Service Agreement with FRANCHISEE, and whose Large Items have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by FRANCHISEE and the Customer. The agreed upon location for placing Large Items must provide safe and efficient accessibility to FRANCHISEE's collection crew and vehicle. Multi-Family Residential Property management must call at least forty-eight hours in advance to schedule Multi-Family Residential Property Bulky Waste Collection Service. Collection will occur on the day agreed to between the Multi-Family Residential Property management and FRANCHISEE and/or within two (2) business days of request of service from Multi-Family Residential Property management. The cost for receiving this service shall be negotiated between the FRANCHISEE and Multi-Family Residential Property Customer.

Section 15. Mandatory Business and Multi-Family Residential Property Recycling and Organics Recycling.

In order to ensure compliance with the State Mandatory Commercial Recycling Law (AB 341), State Mandatory Commercial Organics Recycling Law (AB 1826) and the CITY'S Business and Multi-Family Recycling and Organics Recycling Ordinance, established in Chapter 6.21 of the Rancho Cordova Municipal Code, FRANCHISEE shall be required to do all of the following:

FRANCHISEE shall offer Collection service and automatic lift containers, bins or roll-off bins for Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials sufficient to accommodate the quantity and type of Commercial Solid Waste, Recyclable Material and Organic Recyclable Material to all its Customers.

- a. FRANCHISEE shall equip and provide automatic lift containers, bins and roll off bins for Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials. Upon request from CITY or commercial Customer, FRANCHISEE shall provide locks and/or other suitable features to prevent theft of such materials.
- b. FRANCHISEE shall place CITY-approved signage on all automatic lift containers, bins and roll off bins for Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials.
- c. FRANCHISEE shall offer containers, bins, and/or, if provided by CITY, reusable bags to be used at the point of disposal sufficient to contain Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials generated on the Customer's site.
- d. FRANCHISEE shall not take a Customer's Organic Recyclable Materials to a landfill or other disposal site, but to a City-Approved Organics Processing Facility.

- e. FRANCHISEE shall not take a Customer's Recyclable Materials to a landfill or other disposal site, but to a City-Approved Material Recovery Facility.
- f. FRANCHISEE, upon request, shall provide the Public Works Director, and/or his or her designee, with a copy of a Service Agreement, or other document (e.g., receipt from a recycling or composting facility) demonstrating that the Covered Generator's Recyclable Materials and Organic Recyclable Materials are being taken to a City-Approved Material Recovery Facility and/or City-Approved Organics Processing Facility. The Service Agreement, or other documents shall be available for inspection by the Public Works Director, and/or his or her designee, at FRANCHISEE'S place of business during normal business hours.

Section 16. Service Agreements.

a. FRANCHISEE shall execute a written Service Agreement with all Customers receiving Commercial Collection Services with a collection frequency of at least one (1) time per week before FRANCHISEE provides Commercial Collection Services. Service Agreements shall incorporate, but are not limited to, the following terms and conditions:

- (1) Be clearly labeled as a Service Agreement;
- (2) Describe the Commercial Collection Services to be provided by FRANCHISEE, the frequency of such services and the cost for providing such services to the Customer;
- (3) Clearly state the initial term and renewal terms;
- (4) Any term that is mutually agreed to by the Customer and FRANCHISEE, but recognizing that this Franchise Agreement must remain in full force and effect throughout the term of the Service Agreement;
- (5) May contain a provision for automatic renewal for successive periods of no longer than one (1) year, unless either party gives written notice of termination by certified or registered mail at least sixty (60) days prior to the termination date of the current Service Agreement;
- (6) A term allowing for amendments as mutually agreed upon by the Customer and FRANCHISEE;
- (7) Require FRANCHISEE to provide written notice to Customers of price increases not less than thirty (30) days prior to the effective date of such price increase;
- (8) FRANCHISEE shall respond to Customer inquiries regarding the Service Agreement within seven (7) days;
- (9) Include language stating that Collection Containers will be removed from the property of a Customer by FRANCHISEE within thirty (30) days of final termination of services to the Customer;

- (10) Include language stating that Customers will be notified in writing within thirty (30) days of termination of this Franchise Agreement;
- (11) Not require Customers to pay over three (3) months liquidated damages during the renewal term and over six (6) months liquidated damages during the initial term of the Service Agreement;
- (12) Not require Customers to give FRANCHISEE the exclusive right to provide Commercial Recycling Collection Service or Commercial Organics Recycling Collection Service as a condition of a Service Agreement, unless the Customer affirmatively indicates that this is its desire;
- (13) Not require Customers to give notice of any offer by a competitor or require Customers to give FRANCHISEE the right to respond to such offer; and
- (14) Include language stating that the Service Agreement shall automatically terminate at such time as CITY terminates FRANCHISEE's Franchise Agreement unless CITY concurrently provides FRANCHISEE with a new or amended franchise agreement.

b. The requirements for Service Agreements contained in this Section shall be incorporated into all new Service Agreements executed on or after the execution of this Franchise Agreement. Existing Service Agreements between FRANCHISEE and a Customer executed before the execution of this Franchise Agreement shall remain in force for the remainder of the existing contract and shall be governed by the terms and conditions specified in the existing Service Agreement, provided that such existing Service Agreements shall comply, to the extent allowable by law, with the Recycling and Organic Recycling programs established by this Franchise Agreement and California Law.

c. National contracts or agreements are exempt from the requirements of contract length and renewal terms.

Section 17. Requirements for Diversion Plan and Annual Plan.

Diversion Plan. The Diversion Plan which was submitted by FRANCHISEE with its application for this Agreement, and which is attached hereto as Exhibit 1 of this Agreement, shall be implemented by Franchisee during the first year of this Agreement and shall be considered the annual plan for that year.

FRANCHISEES that provide Collection service to at least one (1) Covered Generator will prepare an Annual (calendar year) Plan and submit the plan to CITY for approval. The first proposed annual plan must be submitted for CITY review and approval no later than October 1, 2018 for the 2019 calendar year and by October 1st of each 2019, 2020, and 2021, for each following calendar year. The City will provide the FRANCHISEE an annual plan template as provided in Exhibit 2 of this Agreement. Specifically, the plan shall contain, but not be limited to:

(1) A methodology for how FRANCHISEE will meet City and State diversion requirements as specified in Section 9;

(2) A description of the proposed methodology for identifying Covered Generators, proposed methodology for tracking compliant/noncompliant Covered Generators, and proposed efforts for increasing subscription levels.

(3) A description of a minimum of three (3) outreach and education campaigns and quantifiable goals for each campaign.

i. At least one annual campaign will be directed at all Covered Generators and will inform the Covered Generators about both the State Mandatory Commercial Recycling Law (AB 341) and applicable City requirements, and State Mandatory Commercial Organics Recycling Law (AB 1826) and applicable City requirements, and how to comply with each Law.

ii. At least one campaign will be specifically directed at those Covered Generators that are not in compliance with either the State Mandatory Commercial Recycling Law (AB 341) and/or the State Mandatory Commercial Organics Recycling Law (AB 1826) and will inform them of their requirements and how they can comply;

iii. One campaign will be at the choice of CONTRACTOR and will not be directly related to campaigns (3i) or (3ii).

a. CITY shall review the annual plan and notify FRANCHISEE of whether it has been approved or needs additional information within 45 days after submission. FRANCHISEE shall, at its own expense, implement the approved annual plan.

Section 18. Reporting Requirements.

a. FRANCHISEE shall file with the Public Works Director the following quarterly reports:

- (1) Quarterly Tonnage Report that contains the quantities of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials Collected, transported, processed, diverted, and/or disposed. Such report shall be in such form and detail as required by the Public Works Director. Specifically, the report shall contain, but not be limited to, the following information:
 - i. The Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed, during the previous quarter, within the CITY by FRANCHISEE;
 - ii. The Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed by FRANCHISEE within the City, during the previous quarter, that was diverted and the location of the facility(ies) where such Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials were diverted; and
 - iii. The Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed by FRANCHISEE within the City, during the previous quarter that was disposed of and the location of the disposal or processing facility where the disposal or processing of such Commercial

Solid Waste, Recyclable Materials and Organic Recyclable Materials occurred.

(2) Quarterly Covered Generator Status Report that contains the status of Covered Generators. This report is to be submitted by FRANCHISEE in the event FRANCHISEE provides Commercial Collection Service to at least one (1) Covered Generator. The report shall be in such form and detail as required by the Public Works Director. The report shall include a list of all Business Customers which are Covered Generators and a list of all Multi-Family Residential Property Customers which are Covered Generators. Each list shall set forth the following information for each Customer:

- a. Name and Type of Customer (Business or Multi-Family Residential Property)
- b. Billing Contact;
- c. Billing Address;
- d. Billing Contact Phone Number;
- e. Service Contact;
- f. Service Address;
- g. Service Contact Phone Number;
- h. Container size and frequency of Solid Waste Collection Service;
- i. Container size and frequency of Recycling Materials Collection Service;
- j. Container size and frequency of Organics Recycling Collection Service; and
- k. Whether or not the Covered Generator is in compliance with the Commercial Recycling and/or Organics Recycling Collection Services it is required to arrange for as set forth in Section 11.

b. The first quarterly reports shall be due on May 1, 2018, and shall cover the period of January 1, 2018 to March 31, 2018. Thereafter, quarterly reports shall be due on each subsequent August 1, November 1, February 1, and May 1 during the term of this Agreement. Each report shall cover the immediately preceding calendar year quarter.

c. Quarterly reports shall be filed with Public Works Director at the location set forth in Section 34, below and shall be in a form approved by CITY. FRANCHISEE shall maintain quarterly records, on forms approved by the Public Works Director, containing such information as may be required by the Public Works Director pertaining to the number and types of accounts served by FRANCHISEE under the terms of this Agreement. This information shall be provided to Public Works Director upon request.

d. FRANCHISEE shall file with the Public Works Director an annual report including the following information:

- (1) Public outreach and education activities undertaken during the previous year;
- (2) Collection service program changes implemented during the previous year;
- (3) Large events that were provided Collection service;
- (4) An update of end-markets utilized for sale of Recyclable Materials;
- (5) Methodology of identifying Covered Generators used during the previous year;
- (6) A list of Customers who are Covered Generators under AB 341 and AB 1826;
- (7) If applicable, a description of other activities undertaken pursuant to the annual plan required by this Agreement.

e. Annual reports shall be submitted to the City each March 1 during the term of this Agreement with the first annual report due on March 1, 2019. Annual reports shall cover information and activities during the immediately preceding calendar year. Annual reports shall be filed with Public Works Director at the location set forth in Section 34 and shall be in a form approved by CITY.

f. The Public Works Director shall establish guidelines, forms and other appropriate material to assist FRANCHISEE in preparing the reports required by this Section.

g. If any of the quarterly reports or the annual report required under this Section are not filed by the due date, the report shall be deemed delinquent, and FRANCHISEE shall pay to CITY a delinquent report charge in the amount of fifty dollars (\$50.00) per business day until such day that the delinquent report is provided to CITY. If the report remains delinquent for more than fifteen (15) business days, FRANCHISEE shall pay to CITY a delinquent report charge in the amount of one hundred dollars (\$100.00) per business day beginning on the sixteenth (16th) business day until such day that the delinquent report is provided to CITY. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by FRANCHISEE for the same period of time. Each report due shall be treated separately for purposes of this delinquent report charge, and such delinquent report charges shall be cumulative. FRANCHISEE's failure to file the reports required by this Section shall constitute cause for termination or suspension of its Franchise pursuant to the Rancho Cordova Municipal Code and Section 32 of this Agreement.

h. To the extent permitted by applicable law, including the California Public Records Act, any reports, plans, and information required by this Agreement stamped confidential or proprietary, shall be deemed confidential and shall not be subject to public disclosure. In the event that CITY becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, California Public Records Act request, or U.S. Patriot Act or similar act or process to disclose any Confidential Information, to the extent allowed by law, the CITY shall give FRANCHISEE prompt prior written notice of such requirements so that FRANCHISEE

may seek a protective order or other appropriate remedy at FRANCHISEE'S sole risk and expense.

i. The parties understand that the CITY is a public entity that must comply with the California Public Records Act.

Section 19. Inspection Authority.

a. FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under this Franchise Agreement and the information needed to complete the forms and reports required by Sections 8 and 18 of this Agreement. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of CITY. CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.

b. Where the Public Works Director determines that an audit is necessary to verify the accuracy, or completeness of reported franchise fees, tonnages or diversion data, FRANCHISEE shall be responsible for reimbursing CITY the costs of performing such audit costs, including any CITY staff time, consultant services, and City Attorney services, to perform such audit.

c. FRANCHISEE shall be responsible for reimbursing CITY'S audit costs, including any CITY staff time or consultant services and City Attorney services, to perform detailed follow-up audits where CITY staff determines that documentation of franchise fees, tonnage, diversion or other data, as reported by FRANCHISEE, is inadequate, incomplete or inaccurate. Where necessary, CITY staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

Section 20. Insurance Requirements.

FRANCHISEE shall obtain and shall maintain throughout the term of this Agreement, at FRANCHISEE's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by FRANCHISEE, its agents, representatives, employees or FRANCHISEES.

a. Minimum Scope and Limits of Insurance. FRANCHISEE shall maintain at least the following minimum insurance coverage:

(1) *Comprehensive General Liability:* \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- (2) *Automobile Liability*: \$3,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.
- (3) *Workers' Compensation and Employers Liability*: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$3,000,000 per accident.
- (4) *Pollution Liability Insurance*: \$3,000,000 per occurrence.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. If FRANCHISEE desires to increase any deductible or self-insured retention after the effective date of this Agreement, it shall first obtain approval of CITY's Risk Manager for these increases. FRANCHISEE shall be responsible for payment of all deductibles or self-insured retentions.

c. Other Insurance Provisions. The required insurance policies are required to contain, or be endorsed to contain, the following provisions:

d. General Liability and Automobile Liability Coverage. CITY, its officers, employees, agents contractors and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of FRANCHISEE; products and completed operations of FRANCHISEE; premises owned, leased or used by FRANCHISEE; and automobiles owned, leased, hired or borrowed by FRANCHISEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, contractors and volunteers.

- i. FRANCHISEE'S insurance coverage shall be primary insurance as respects: CITY, its officers, employees, agents, contractors and volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, contractors or volunteers shall be in excess of FRANCHISEE'S insurance and shall not contribute with it.
 - ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents, contractors or volunteers.
 - iii. Coverage shall state that FRANCHISEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (1) *All Coverage.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

e. Placement of Insurance. Insurance shall be placed with insurers acceptable to CITY'S Risk Manager. FRANCHISEE must place insurance with a current A.M. Best rating of no less than A: VII. CITY'S Risk Manager may waive or alter this requirement in writing, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of CITY and the general public are adequately protected.

f. Proof of Insurance. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed or personally delivered to the address provided in Section 34 of this Agreement.

g. Acknowledgment. FRANCHISEE acknowledges that the Commercial Solid Waste, Recycling and Organics Recycling Collection Franchise granted to FRANCHISEE will not become effective, and FRANCHISEE will have no authority to perform Commercial Collection Services in the CITY, unless FRANCHISEE provides satisfactory proof of insurance prior to beginning operations as a FRANCHISEE.

h. Modification of Insurance Requirements. CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the CITY'S Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public, CITY may require FRANCHISEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. CITY'S Risk Manager may modify these insurance requirements only upon approval of the City Council.

Section 21. Indemnity.

a. FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, public officials, volunteers, and employees from and against any and all claims asserted, costs, the cost of remediation and cost recoveries pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, losses and damages, liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the FRANCHISEE, its employees, agents, subcontractors, supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), 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 claim to be caused by acts or omissions of FRANCHISEE, or their agents, officers or employees, in the performance of the non-exclusive Franchise or this 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 CITY, its agents, officers, servants and employees.

b. Hazardous Substances Indemnification. FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, officers, volunteers, and employees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs (including, without limit, any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities,

causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnities arising from or attributable to the acts or omissions of FRANCHISEE, its officers, directors, employees, companies, or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous substance, Hazardous Waste, and/or Household Hazardous Waste (collectively, "Waste") at any places where FRANCHISEE transfers, transports, processes, stores or disposes of Solid Waste or other waste collected under this contract. The indemnity afforded indemnitees shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9607(e), and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify CITY from liability. Nothing in this provision shall prevent FRANCHISEE from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the FRANCHISEE, or the indemnitees.

c. Indemnification for Failure to Meet AB 939 Goals. FRANCHISEE agrees to protect and defend CITY, with counsel selected by FRANCHISEE and CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by CalRecycle if the diversion goals specified in the California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by CITY with respect to the Materials Collected by FRANCHISEE and if the lack in meeting such goals are attributable to the failure of the FRANCHISEE to implement and operate the Recycling and/or Organics Recycling or other diversion plans and/or programs or related activities required by this Agreement. Such indemnification of CITY by FRANCHISEE shall be proportionate to FRANCHISEE'S degree of fault for the penalty or fine imposed, as required under Public Resources Code § 40059.1.

Section 22. Equipment.

a. Any and all containers provided to Customers by FRANCHISEE for storage, collection or transportation of Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials shall meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.

b. Any and all vehicles used by FRANCHISEE to perform Commercial Collection Services shall meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.

c. All collection equipment and vehicles used by FRANCHISEE shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

d. Each FRANCHISEE shall maintain collection equipment and vehicles in a clean condition and in good repair at all times, to the satisfaction of CITY.

e. FRANCHISEE shall insure that all Collection vehicle loads are covered while in transit and shall not litter premises in the process of providing Commercial Collection Services or while its vehicles are on the road. FRANCHISEE shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the FRANCHISEE'S vehicles. FRANCHISEE shall exercise all reasonable care and diligence in providing Commercial Collection Services so as to prevent spilling or dropping of Commercial Solid Waste or, Recyclable Materials or Organic Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

Section 23. Abandoned Containers.

a. If FRANCHISEE abandons any container used to provide Commercial Collection Services, CITY, or its designated agent may remove the container and/or dispose of the contents of the container.

b. If CITY or its designated agent removes a container abandoned by FRANCHISEE and/or disposes of the contents of any container abandoned by FRANCHISEE, CITY may charge FRANCHISEE for CITY'S costs incurred in such removal/disposal and for CITY'S costs of storage of the container. FRANCHISEE shall reimburse CITY for such costs within ten (10) days of the date of CITY'S invoice for such costs.

c. For the purposes of this Section, "abandoned" includes:

- (1) FRANCHISEE'S failure to remove the container within the time period specified by the City Council upon termination of the this Agreement;
- (2) FRANCHISEE's failure to remove the container within a reasonable period after the expiration of this Agreement except in the case where FRANCHISEE has been granted an extension of the term of this Agreement or FRANCHISEE has been granted a subsequent Commercial Solid Waste, Recycling and Organics Recycling Collection Franchise authorizing FRANCHISEE to Collect and transport the type or types of Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials for which the container was used pursuant to this Agreement.
- (3) FRANCHISEE'S failure to dispose of the contents of the container within five (5) days after the Public Works Director issues written notice to FRANCHISEE to dispose of the contents.

Section 24. FRANCHISEE Provided Commercial Solid Waste, Recyclables and Organics Containers.

- a. General. Containers used for storage of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials shall be designed and constructed to be watertight and prevent the leakage of liquids. All containers shall be painted and shall prominently display the name of FRANCHISEE. All containers shall prominently display the type of designated material for Source Separation.
- b. Cleaning, Painting, Maintenance. FRANCHISEE shall make reasonable efforts to replace, clean or repaint all containers as needed so as to present a clean appearance.

Section 25. Signs.

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, Recyclable Materials or Organic Recyclable Materials under this Agreement 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 26. Personnel.

- a. Driver Qualifications. FRANCHISEE agrees that all drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- b. Safety Training. FRANCHISEE shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials, or who are otherwise directly involved in such collection.

Section 27. Local Office.

FRANCHISEE shall at all times maintain a central office within CITY, or within the metropolitan area immediately adjacent to CITY, where a representative of FRANCHISEE can be reached by telephone 8:00 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. Compliance with Law.

FRANCHISEE shall perform all Collection, transportation and disposal operations in accordance with applicable federal, state, and local law, including the Rancho Cordova Municipal Code, and in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

Section 29. Permits and Licenses.

FRANCHISEE shall obtain and maintain, at FRANCHISEE'S sole cost and expense, all permits and licenses applicable to FRANCHISEE'S operations under this Agreement required of FRANCHISEE by any governmental agency.

Section 30. Administrative Charges.

It shall be the duty of FRANCHISEE to perform services under this Agreement in such a manner as to ensure that services are of the highest caliber. In the event FRANCHISEE fails to perform the services set forth in this Agreement, CITY may assess administrative charges against FRANCHISEE in the following amounts:

a.	Failure to clean up spillage or litter caused by FRANCHISEE.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
b.	Failure to maintain equipment in a clean, safe, and sanitary manner.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
c.	Failure to have a vehicle operator properly licensed.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
d.	Failure to properly cover materials in Collection vehicles.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
e.	Failure to return CITY or CITY's representative calls, e-mails or correspondence two or more times within thirty (30) consecutive days	\$200.00 per occurrence
f.	Disposal of Source Separated Recyclable Materials, and/or Organic Recyclable Materials in a disposal facility or landfill without first obtaining the written permission of CITY.	\$500.00 per occurrence
g.	Disposal of Mixed C&D Debris at any facility other than a City-Approved C&D Sorting Facility without first obtaining the written permission of CITY.	\$500.00 per occurrence
h.	Failure to deliver any Collected materials to a disposal facility, City-Approved Material Recovery Facility, City-Approved Organics Processing Facility or other processing facility as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000.00 first failure; \$25,000.00 each subsequent failure

Exhibit 1

i.	Failure to submit complete and correct information or reports on time and in accordance with Section 8 and 18 of this Agreement.	\$50.00 per day for 1 – 15 business days delinquent; \$100 per day greater than 15 business days delinquent
j.	Failure to submit franchise fee payment in accordance with Section 7 and 8 of this Agreement.	\$100 per business day
k.	Failure to meet diversion requirements in accordance with Section 9 of this Agreement.	\$20.00 per one ton shortfall needed to meet 30% diversion requirement per quarter
l.	Failure to comply with the requirements of this Agreement or Rancho Cordova Municipal Code not specified in items a. through l. following written notice from CITY to FRANCHISEE of deficiency.	\$250.00 per incident

Section 31. Changes in Law.

a. CITY and FRANCHISEE understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require CITY to make changes or modifications in some of the terms, conditions or obligations under this Agreement. FRANCHISEE agrees that the terms and provisions of the Rancho Cordova Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of FRANCHISEE located within the CITY.

b. Starting January 1, 2020, FRANCHISEE shall not receive diversion credit for Designated Green Materials or other Designated Organic Recyclable Materials that are delivered to a City-Approved Organics Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover and, as of that date, FRANCHISEE shall not report Designated Green Materials or other Designated Organic Recyclable Materials as diversion on its quarterly reports if such material is delivered to a City-Approved Organics Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover.

Section 32. Default, Termination.

a. Default. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or the Rancho Cordova Municipal

Code, the Public Works Director and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City Council shall have the right to terminate this Agreement if:

- (1) Following the ten (10) day meeting period described above, the Public Works Director shall have given written notice to FRANCHISEE specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of FRANCHISEE, and
- (2) FRANCHISEE fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) days from the date of the notice given by the Public Works Director under Section a. (1) above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.

b. The following events shall also constitute a material breach and default under this Agreement:

- (1) Misrepresentation. Any misrepresentation or disclosure made to CITY by FRANCHISEE in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- (2) Fraud or Deceit. If FRANCHISEE practices, or attempts to practice, any fraud or deceit upon CITY.
- (3) Failure to Maintain Coverage. If FRANCHISEE fails to provide or maintain in full force and effect any of the insurance coverage as required by this Agreement.
- (4) Violations of Regulation. If FRANCHISEE violates any permits, orders or filing of any regulatory body having jurisdiction over FRANCHISEE which violation or non-compliance materially affects FRANCHISEE'S ability to perform under this Agreement, provided that FRANCHISEE may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent FRANCHISEE is able to adequately perform during that period.
- (5) Acts or Omissions. Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, Rancho Cordova Municipal Code, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or,

if FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if FRANCHISEE should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

- (6) Termination of Service. In the case of a breach related to the above Sections b. (1) through (5), and the breach continues for more than thirty (30) calendar days after written notice from the Public Works Director for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, FRANCHISEE shall not be in default of this Agreement if FRANCHISEE shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

c. Termination. Upon the occurrence of a material breach, the City Council shall have the right to terminate this Agreement. In the event FRANCHISEE fails to cure the material breach specified in a written notice from the Public Works Director, then failure to cure may result in a declaration of termination of this Agreement by CITY.

d. Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. FRANCHISEE shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if FRANCHISEE'S performance is prevented or delayed by Force Majeure. For purposes of this Section, Force Majeure means acts of God including landslides, lightening, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or government restraint. Notwithstanding anything to the contrary herein, CITY and FRANCHISEE agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of FRANCHISEE and FRANCHISEE may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive FRANCHISEE of the benefit of this Section.

e. The Public Works Director shall serve written notice, either personally or by registered or certified mail, postage prepaid of the termination of a Franchise under this Agreement to the last place of business of FRANCHISEE and FRANCHISEE shall cease operation under its Franchise within ten (10) calendar days.

Section 33. Conditions Upon Termination.

- a. In the event this Agreement is terminated:
- (1) FRANCHISEE shall have no right or authority to provide Commercial Collection Services in CITY.
 - (2) FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed

pursuant to Section 8 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 18 of this Agreement.

- (3) FRANCHISEE shall have a continuing obligation to submit to CITY all reports and forms required by Sections 8 and 18 of this Agreement that relate to Commercial Collection Services performed by FRANCHISEE up to and including the date of termination.

b. In the event this Agreement is terminated, then within the time period specified by the City Council and if directed by the Public Works Director, FRANCHISEE shall remove all of FRANCHISEE'S Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials containers from all of FRANCHISEE'S Collection Service locations within the City and shall properly dispose or process all Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials in such containers.

Section 34. Notices.

Except as otherwise provided in this Agreement, all notices required by this Agreement shall be given by personal service or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To CITY: Director of Public Works
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

To FRANCHISEE: **NAME, CONTACT INFO**

Notice shall be deemed effective on the date personally served or, if mailed, three days after the date deposited in the mail unless otherwise specified in this Agreement.

Section 35. Relationship of Parties.

The parties intend that FRANCHISEE shall perform the services required by this Agreement as an independent FRANCHISEE and not as an officer or employee of CITY nor as a partner of or joint venturer with CITY. No employee or agent of FRANCHISEE shall be deemed to be an employee or agent of CITY and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of CITY by virtue of their employment with said agency. Except as expressly provided herein, FRANCHISEE shall have the exclusive control over the manner and means of conducting the Commercial Collection Services performed under this Agreement and all persons performing such services. FRANCHISEE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

FRANCHISEE agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, Franchisee, association, organization, or corporation. FRANCHISEE has not directly or indirectly colluded, conspired, connived or agreed with any person, partnership, FRANCHISEE, association, organization, or corporation to secure any advantage against CITY.

Section 36. Compliance with Law.

In providing the services required under this Agreement, FRANCHISEE shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, CITY and other states, or counties which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, state, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the term of this Agreement.

Section 37. Governing Law.

This Agreement, and all rights, obligations, duties, and liabilities pursuant to it, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

Section 38. Jurisdiction.

The parties agree that any litigation concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Sacramento County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. With respect to venue, the parties agree that this Agreement is made in and will be performed in the CITY. Each party consents to service of process in any manner authorized by California law.

Section 39. Assignment.

a. FRANCHISEE acknowledges that this Franchise Agreement involves rendering a vital service to the businesses within CITY, and that CITY has franchised FRANCHISEE to perform the services specified herein based on: (1) FRANCHISEE'S experience, skill and reputation for conducting its Commercial Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials management practices; and (2) FRANCHISEE's financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing FRANCHISEE to perform the services to be rendered by FRANCHISEE under this Agreement.

b. Any Franchise granted is a privilege to be held in trust by the original FRANCHISEE. This Franchise Agreement shall not be transferred, sold, leased, assigned, or relinquished, or delegated to another person, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy laws or otherwise, without the prior approval of the City Council. This restriction includes the transfer of ownership

of FRANCHISEE, or a majority of the ownership or control of FRANCHISEE, or the conveyance of a majority of FRANCHISEE's stock to a new controlling interest. This Agreement shall become void upon the abandonment of same by FRANCHISEE. The City Council shall not unreasonably withhold approval of a Franchise assignment, provided that such assignment does not unreasonably impact competition and the assignee is qualified to perform its obligations as required by this Franchise Agreement and any implementing CITY ordinance.

c. FRANCHISEE shall promptly notify the Public Works Director in writing in advance of any proposed assignment, sale, or transfer. In the event the City Council approves of any assignment, sale, or transfer, said approval shall not relieve FRANCHISEE of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

Section 40. Binding on Successors.

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

Section 41. Waiver.

a. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

b. The subsequent acceptance by either party of any monies, which become due hereunder, shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

Section 42. FRANCHISEE'S Investigation.

FRANCHISEE has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

Section 43. Entire Agreement.

This Agreement, including any Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

Section 44. Interpretation.

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

Section 45. Amendment.

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the parties.

Section 46. Severability.

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

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

CITY OF RANCHO CORDOVA

FRANCHISEE

Albert Stricker, Public Works Director

NAME, TITLE

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

2847626.1

Exhibit 1

Exhibit 1

City of Rancho Cordova, CA

FRANCHISEE DIVERSION PLAN***(to be included as part of FRANCHISEE's Application Packet)***

Exhibit 2
City of Rancho Cordova, CA
ANNUAL PLAN TEMPLATE
Due October 1st Annually

Please complete the following annual plan, detailing your compliance with requirement **Contract X** Section 9 and 17.

- (1) Describe the methodology to meeting the City and State’s diversion requirements as specified in Section 9 (30% diversion requirement).**

- (2) Provide a description of the following related to AB 341 and AB 1826 Covered Generators:**
 - a. Proposed methodology for identifying Covered Generators
 - b. Proposed methodology for tracking compliant and noncompliant Covered Generators
 - c. Proposed efforts for increasing subscription levels.

- (3) Complete details for your Company’s three education and outreach campaigns:**
Campaign #1 – Directed to all covered generators of AB 341 AND AB 1826. If efforts for each law are different, please specify.
 - a. **Please provide the specific education and outreach material to be provided to business covered generators:**

 - b. **Please provide the specific education and outreach material to be provided to multifamily residential property covered generators:**

 - c. **Please attach the signage that will be provided to customers for outdoor solid waste, recyclable material and organic recyclable material carts, bins and roll-off containers. How will these signs be attached to the carts, bins and roll off containers?**

 - d. **Please attach the signage that will be provided to customers for indoor signage for garbage, recyclable material and organic recyclable material carts and bins. Will this be made available to customers online and/or printed? Free or at charge?**

Exhibit 1

Campaign #2 – Directed to all non-compliant covered generators of AB 341 AND AB 1826. If efforts for each law are different, please specify.

- a. **Please provide the reinforcement mechanism you will use to follow-up with noncompliant businesses:**
- b. **Please provide the reinforcement mechanism you will use to follow-up with noncompliant multifamily residential properties:**

Campaign #3 – Company's choice

- a. **Please provide details about the additional education and outreach campaign that you plan to engage (unrelated to AB 341 and AB 1826):**

Exhibit 3
City of Rancho Cordova, CA
ANNUAL REPORT
Due March 1st Annually

Please complete the following report, detailing your compliance with requirement **Contract X** Section 18.

1. **Report Back on 3 Campaigns** *(Please provide a status update of the efforts made during the previous calendar year to implement the campaigns as provided in your annual plan in October).*
 - Campaign #1 – Directed to all covered generators of AB 341 AND AB 1826. If efforts for each law were different, please specify.
 - Campaign #2 – Directed to all non-compliant covered generators of AB 341 AND AB 1826. If efforts for each law were different, please specify.
 - Campaign #3 – Company's choice
2. **New Outreach Material Developed** *(Please indicate any outreach material that is new i.e. was created in previous calendar year –updates to existing outreach material to be mentioned in following question).*
3. **Updates to Ongoing Outreach Material** *(Please indicate if/what updates were made to existing outreach material such as your website, annual print material, etc.).*
4. **New Programs Developed** *(Please indicated any programs that were created in the previous calendar year - include description, dates performed, and outcomes of each program).*
5. **Ongoing Program Updates** *(Please indicate any ongoing project updates – include a description, dates performed, and outcomes of each program).*
6. **Events that were Provided Services** *(Please indicate any events within the City that you provided disposal or diversion services to – additionally, indicate any events that had*

Exhibit 1

over 2,000 event attendees + staff, AND admission price was charged – Include if/how waste was diverted at the event).

- 7. Provide an update on end-markets for Recyclable Materials and any identified fluctuations from the previous calendar year.**
- 8. Provide the methodology used to identify Covered Generators under AB 341 and AB 1826.**
- 9. Include (as an attachment) a list of Customers who are Covered Generators under AB 341 and AB 1826 as of December 31st of the previous calendar year.**

Company: _____ Name (printed): _____

Signature: _____ Date: _____

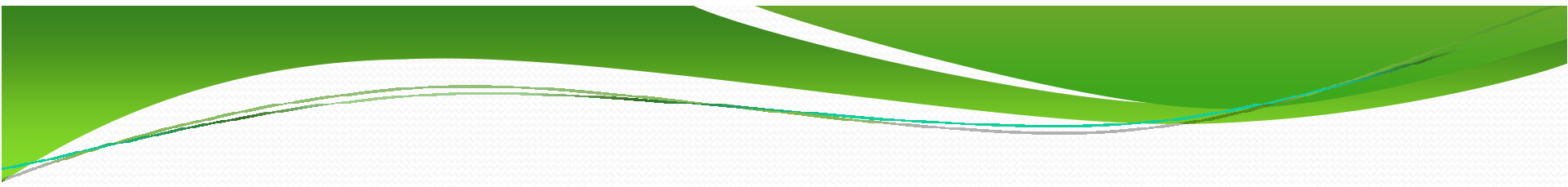
Reminder: The City will send a follow-up reminder in September notifying of the annual plan requirements for the following year. Additionally, if any information in the Application Packet for the Non-Exclusive Commercial Garbage, Recyclable Material, and Organic Waste Franchise changes, FRANCHISEE will be required to update the Application Packet and resubmit to the City by October 1st.

Update on Commercial Solid Waste Programs

November 20, 2017

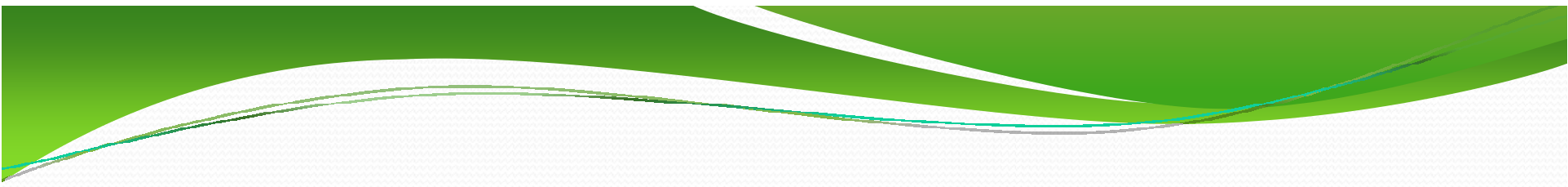
Steve Harriman, Department of Public Works





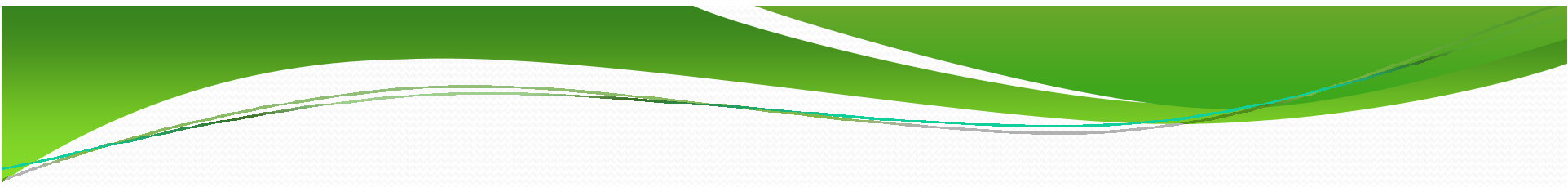
Presentation Summary

- Update on commercial non-exclusive franchise agreements
- Update on State laws addressing organic waste collection and recycling



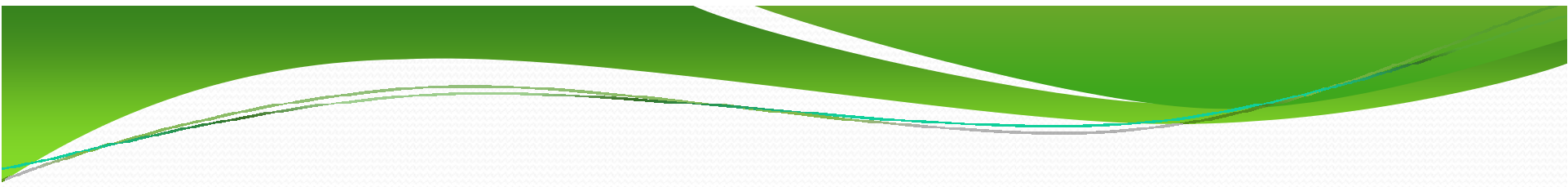
Non-Exclusive Franchise System

- “Non-Exclusive” franchise system for waste collection and recycling services for businesses and multi-family properties
- Allows multiple waste hauling companies to compete in open market for commercial and multi-family accounts
- Customers may negotiate their own rates and select service provider of their choice
- Non-exclusive franchise system has been used in Rancho Cordova since incorporation



Non-Exclusive Franchise System

- 10 waste hauling companies currently hold non-exclusive franchises in Rancho Cordova
- Current franchise agreements expire on 12/31/17
- Resolution No. 132-2017 allows City Manager to execute new franchise agreements
- All 10 waste hauling companies have submitted applications for new franchise

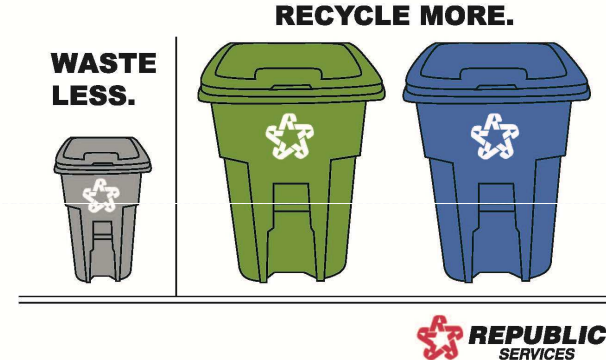


Summary of New Commercial Franchise

- 5 year term (1/1/18 – 12/31/22)
- 10% franchise fee on solid waste collection and disposal revenue
 - *No franchise fee on recycling*
- Offer multi-family bulky item collection service
- Assistance with implementation of new laws

Big Changes Are Coming...

- First revolution in solid waste management in California was AB 939
 - Signed into law in 1989
 - Requires 50% recycling
 - Planning documents
 - Contracts
 - Ordinances
 - New programs
 - Public education
 - Annual Report
 - City diversion rate
 - 65+%



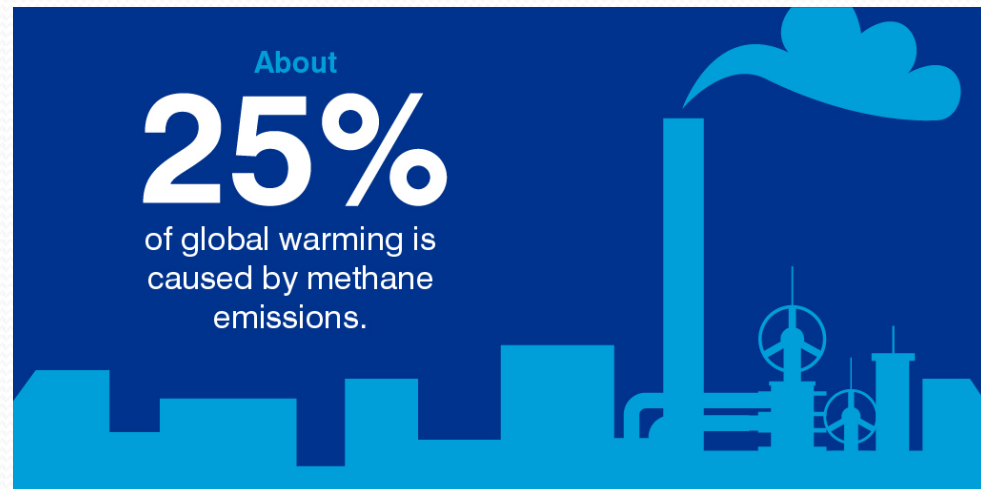
Revolution 2.0

- Next revolution is Organics Recycling...
- Primary objective to remove organics from landfills
- ***Green House Gas Reduction!***



What's the big deal?

- Organic waste represents 30% to 40% of MSW in CA
- Organics in the landfill decompose anaerobically, which generates methane gas.



California Legislation

AB 32: reduce 2020 CO₂ emissions to 1990 levels

AB 1826: recycle commercial organics

AB 1549: reduce green waste in landfills

SB 1383: ARB to reduce “short lived climate pollutants”



ALL FOOD SCRAPS



Breads & Grains



Cereal



Coffee Grounds



Dairy Products



Eggs & Egg Shells



Fruits & Vegetables



Meat, Fish & Bones



Nuts & Shells



Salad



Sauces



Tea Bags

REMINDER: Your food waste does not need to be labeled “organic” to go in the green bin, all food, regardless of it’s condition, is acceptable!



We'll handle it from here.™

AB 1826

- Requires businesses and multi-family properties to:
 - Separate organics from trash
 - Implement a collection program
 - Educate employees and tenants

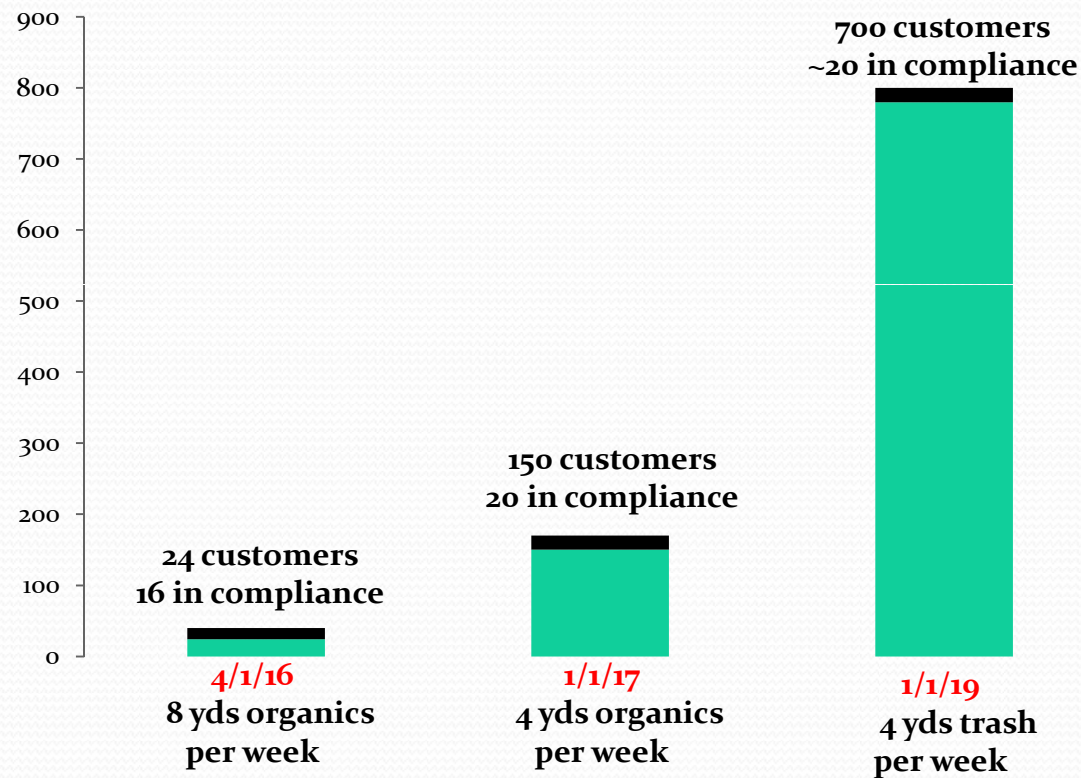
“Covered Generators”

- 4/1/16 – 8 yards/week organics
- 1/1/17 – 4 yards/week organics
- 1/1/19 – 4 yards/week trash



AB 1826 by the numbers...

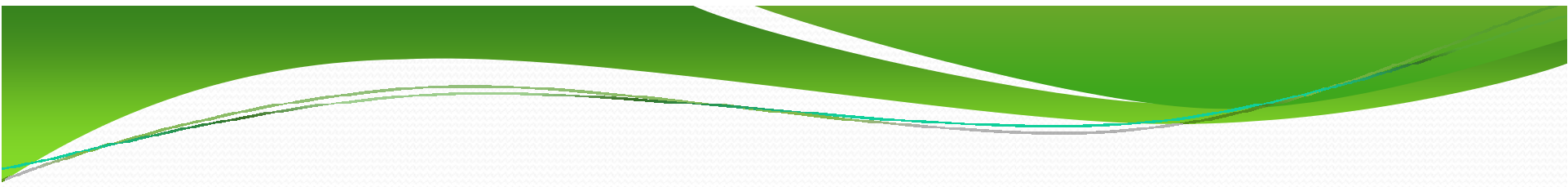
Covered businesses and multifamily properties in Rancho Cordova



What's Next?

- City as educator and facilitator for local businesses
- Outreach brochure, letters and site visits
- Tool box for businesses:
 - Summary of requirements
 - Signage examples
 - Employee training docs
- Website updates





City Hall Zero Waste Program

- City Hall to serve as a demonstration site for local businesses:
 - Waste reduction (reduce and reuse)
 - Waste separation (landfill, recycle and compost)
 - Logistics, training, signage, etc.
 - Improve performance of existing City Hall recycling program
- Republic Services will assist with implementation as part of new residential contract!

Issues and Obstacles

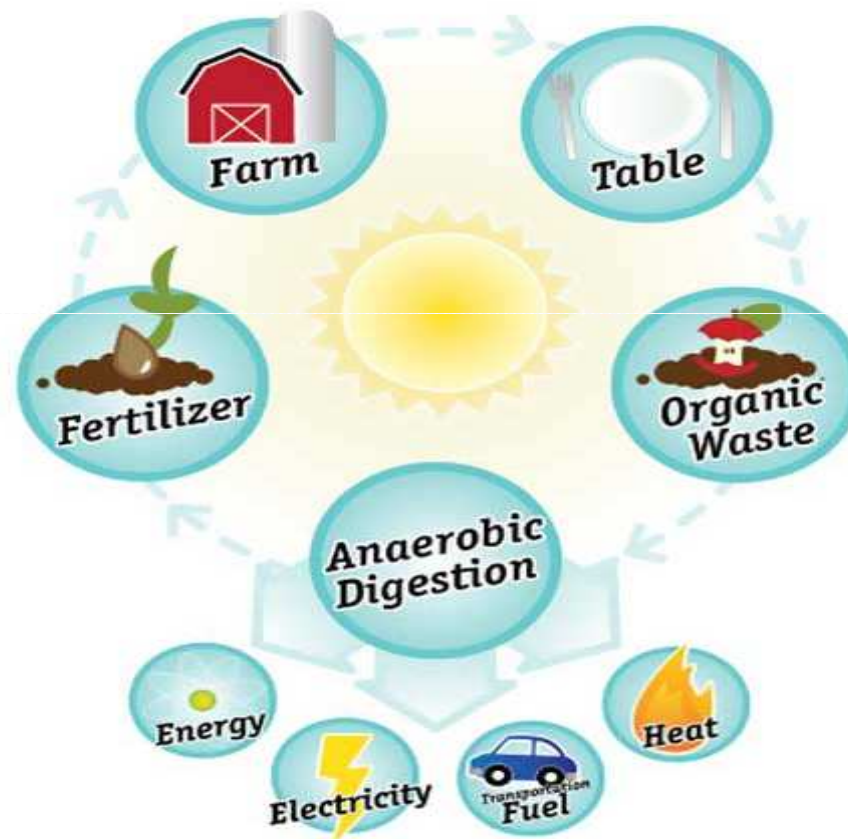


- Collection logistics
- Containers and signage
- Staff training
- Coordination with janitorial staff
- Coordination with third party vendors (event planners, caterers, etc.)
- Performance monitoring

Compost, recycle, garbage bins



Farm to Fork... to Fuel



Anaerobic Digestion

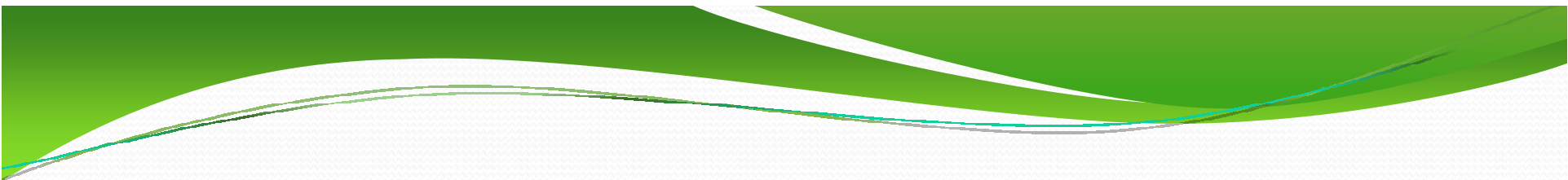


New Residential Garbage Trucks



New Residential Garbage Trucks





In Conclusion...

- Big changes are coming for local businesses
- City's role is to assist businesses and haulers
- Significant outreach and education
- Law allows municipalities to be penalized for non-compliance
- City as role model and demonstration site

MEMORANDUM

DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

SUBJECT: Responsible Investments for a Stronger Economy (RISE) proposal



RECOMMENDATION

Discuss and provide direction to staff on Responsible Investments for a Stronger Economy (RISE) proposal.

RESULT OF RECOMMENDED ACTION

The direction provided will determine next steps in response to the Responsible Investments for a Stronger Economy (RISE) proposal.

BACKGROUND

On November 6, 2017 the City Council received the attached letter and proposed policy from Region Finance requesting consideration for participation in the Responsible Investment for a Stronger Economy (RISE) proposal. The proposal requests that the City consider reallocating funds currently invested in the Local Agency Investment Fund (LAIF) into qualifying locally headquartered banks. Eligible community banks must be FDIC insured with corporate headquarters located in Sacramento, El Dorado, Placer, and/or Yolo County. These banks may offer Certificate of Deposits, collateralized public money market accounts, or an Insured Cash Sweep (ICS) money market account that uses FDIC insurance as the security, all of which are authorized investment vehicles under the existing City investment policy.

The proposed RISE policy would guarantee that the City earns the same rate of interest with the member community banks as paid by LAIF. To participate in the program, member banks must also agree to the following conditions:

- Lend no less than 50% of City funds on deposit to City of Rancho Cordova businesses or real estate ventures.
- Provide priority underwriting to any business lending opportunity referred by the City.
- Promote the Community Bank/City partnership through RISE and publicize loans made with City funds.
- Promote the City as a leader in the Sacramento region's community bank RISE initiative on the banks' literature, messaging, and public relations activities.

As of the most recent quarter end of September 30, 2017, the City had \$9.3 million on deposit with the Local Agency Investment Fund which was earning interest at a rate of 1.143%.

FISCAL IMPACT

As the proposed interest rate to be paid through the RISE program would be equal to the rate paid by LAIF, interest earnings would be the same in both programs. However, there would be the cost of additional staff time to monitor compliance if the City were to participate in the program.

ATTACHMENT

- 1) Proposal from Region Finance dated November 6, 2017.



November 6, 2017

Mayor Terry & City Council
 Rancho Cordova City Council
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

RE: RISE – Responsible Investments for a Stronger Economy

Honorable Mayor Terry & Councilmembers,

On behalf of Region Finance, a trade association of Region Business which is comprised of community banks, we would like to share our Responsible Investments for a Stronger Economy (RISE) proposal and **ask that the City of Rancho Cordova adopt RISE a new tool for economic growth and business expansion.**

The attached RISE policy proposal would have the City of Rancho Cordova reallocate the \$20 Million into qualifying locally headquarter banks. This number of based upon our conversations with City staff that there is currently \$20 Million in the Local Agency Investment Fund (LAIF). The RISE policy would guarantee that the City would receive the same rate of return on these funds but would also ensure that over half the funds would be reinvested annually into the City of Rancho Cordova to catalyze business expansion. It's a common sense policy that would ensure Rancho Cordovans money is working for them.

Thank you for your consideration on this important matter. If you have any questions you can contact me directly at (916) 397-4776.

Sincerely,

Joshua Wood
 Chief Executive Officer
 Region Finance, a trade association of Region Business



Responsible Investments for a Stronger Economy (RISE)

Purpose: The Responsible Investments for a Stronger Economy (RISE) policy recognizes that Community Banks headquartered in the Sacramento region are a key partner in catalyzing economic growth through business expansion. RISE will spur additional investment in local businesses while continuing to ensure the safety, security, and yields of municipal funds. This will provide the highest and best use of municipal funds by modifying municipal financial policies to increase the amount of funds held on deposit (Cash, Cash Equivalents, Investments) at qualifying banking institutions headquartered in the region.

Eligible Community Banks: Eligible Community Banks shall be an FDIC insured bank with its corporate headquarters located regionally in the FDIC recognized four-County Sacramento region MSA. These Community Banks must maintain a “Superior” rating with IDC Publishing Inc., an independent bank evaluation entity.

Eligible Community Bank Offerings: Community Banks may offer Certificate of Deposits, collateralized public money market accounts, or an Insured Cash Sweep (ICS) money market account that uses FDIC insurance as the security. Amounts in an ICS account that exceed an individual bank’s FDIC insurance limit may be invested in one Community Bank and then is “swept” and “traded” for same amount of funds from other banks. The “net” result is that all the funds are FDIC insured, and from the Community Bank’s perspective, the total amount of the funds stay with the bank to be used for generating banking business.

Rancho Cordova RISE Investment Guidelines: The City of Rancho Cordova establishes a **goal** and **may** in its discretion, deposit up to \$20,000,000 of the City’s short-term investment funds (currently invested in LAIF) into CDs, collateralized money market, and ICS money market accounts managed by eligible Community Banks.

The City of Rancho Cordova **may**, in its discretion, deposit funds in a Community Bank collateralized money market or an ICS money market account provided that:

- a) The account does not have a Floating Net Asset Value (NAV)
- b) The interest/earnings rate will and will continue to meet or exceed the most recently published LAIF monthly interest rate.
- c) Interest/earnings will be credited to the City’s account on a monthly basis.
- d) Withdrawals initiated by 1:30 daily will be paid to the City of Rancho Cordova the same day.
- e) Maximum monthly withdrawals will not be less than six transactions. (LAIF’s maximum is 15 deposit and withdrawal transactions.
- f) Additional requirements:
 - a. Any bank accounts that do not receive FDIC insurance must be secured by collateral as described in California Government Code Section 53651 and 53652 or 16522.
 - b. An ICS money market account must be completely and totally FDIC insured and will not deposit funds with any of the City’s FDIC insured investments with other banks.



Community Bank Responsibilities: The City of Rancho Cordova recognizes that access to capital for business start-up and expansions is an impediment for robust economic development in the City. To that end as a condition of receiving City investment funds for RISE, a participating Community Bank will agree to:

- a) Lend no less than 50% of City funds on deposit to Rancho Cordova businesses or real estate ventures.
- b) Provide priority underwriting to any business lending opportunity referred by the City.
- c) Promote the Community Bank/City partnership through RISE and publicize loans made with City funds.
- d) Promote the City as a leader in the Sacramento region's community bank RISE initiative on the banks' literature, messaging, and public relations activities.
- e) Each qualifying institution will submit a semi-annual report to City Manager, Treasurer, and Councilmembers detailing loans, investments, made to businesses within the City of Rancho Cordova and the projected number of jobs created.

City of Rancho Cordova Responsibilities: The Community Banks recognize that the success and growth of the RISE will be dependent upon performance and communication. To that end, Rancho Cordova will agree to:

- a) Hold a semi-annual meeting between the Region Finance leadership and City of Rancho Cordova Economic Development and (1) City Councilmember to monitor RISE.
- b) Evaluate increasing the funds in the RISE on an annual basis.

MEMORANDUM

DATE: November 20, 2017

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

SUBJECT: Discuss Establishment of an Employee Home Loan/Down Payment Assistance Program



RECOMMENDATION

Discuss timing and parameters for the possible establishment of an employee home loan program for the purchase of a primary residence in the City of Rancho Cordova.

RESULT OF RECOMMENDED ACTION

The direction provided will determine whether the City will move forward with an employee home loan program.

BACKGROUND

At the November 6, 2017 City Council meeting, council directed staff to bring forward ideas for establishing an employee home loan/down payment assistance program. There are several examples of these types of programs in other agencies that provide down payment assistance to employees who want to purchase a home in the City in which they work. Staff has suggested some program criteria below for council consideration and feedback:

- This program would be available to all permanent, full-time staff employed directly by the City of Rancho Cordova.
- The amount of the loan shall be capped at \$50,000 or 18% of the purchase price of the property, whichever is lower.
- A Deed of Trust encumbering the real property, which must be the principal place of residence of the employee and shall be located within the city limits of Rancho Cordova, shall secure all loans. The Deed of Trust shall be title insured.
- The loan will be due upon the sale, transfer of any interest, ceasing to use the property as their primary residence, or failure to comply with the loan conditions.
- If the employee leaves the employment of the City, for any reason, the loan must be repaid within one year of the separation date.

- The proposed rate of interest will be 3% annually.
- Payments of interest (and principal when due) shall be made biweekly through payroll deductions.
- No payment on the principal of the loan will be due until after the end of the 5th year of the loan.
- Commencing 5 years from the initial date of the note, payments of principal amortized on a 25-year schedule in addition to interest payments will be payable biweekly through payroll deductions.
- The balance of the loan, original loan amount less principal payments, is due at the end of fifteen (15) years from date of origination. This is an option if there is a desire for City loans to be refinanced and paid off at a certain future date.
- The City will file a second deed of trust on the property with a provision requiring a request for notice from the holder of the first deed of trust. The second deed of trust shall be title insured.
- The employee may pay off the loan at any time with no prepayment penalty.
- The total of Employee Home Loan Assistance Program loans shall not exceed \$2 million of the City's investment portfolio at the time of placement of any loan.
- An inspection of the property being purchased will be performed by the City Building Inspector (or designee) to determine if there are any City's code violations. Employees must correct any existing code violations within one year of purchasing the residence.

Staff also discussed changing living styles and the fact that home ownership may not be desirable to all employees. One recommendation was to consider a Renters Assistance grant program to employees interested in renting in the City of Rancho Cordova.

FISCAL IMPACT

City home loans would be funded out of the General Fund and held as a receivable on the City's financials until repayment is made. In addition, the cost of City staff time would also be a factor and could vary depending on the number of loans and complexity.