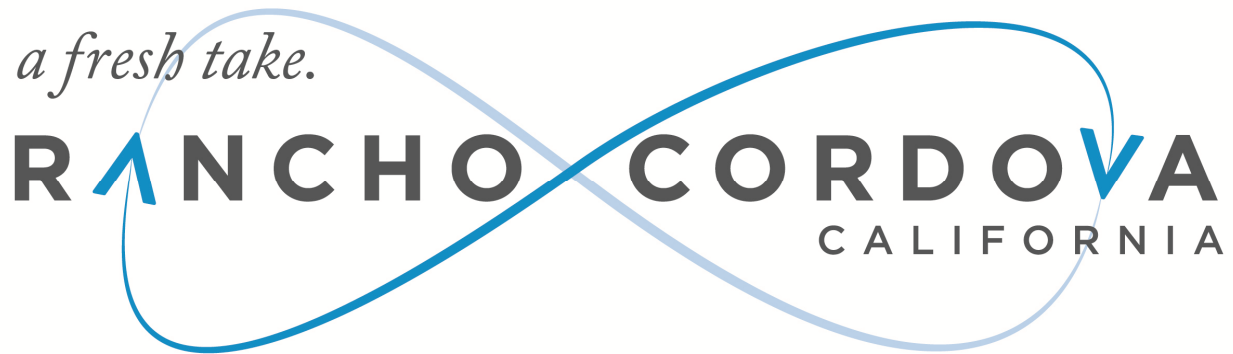


CITY OF RANCHO CORDOVA



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

Monday, October 05, 2015

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

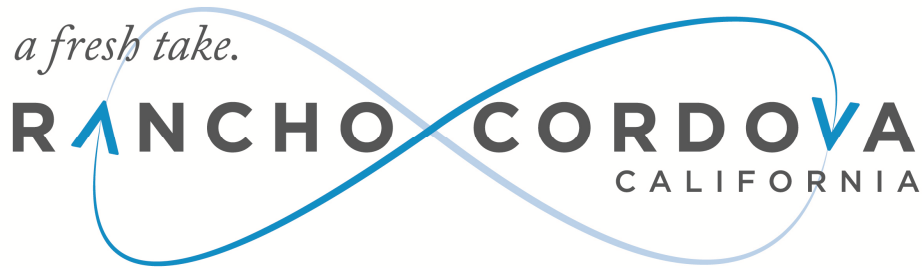
David Sander, Vice Mayor

Donald Terry, Council Member

Linda Budge, Council Member

Dan Skoglund, 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, October 05, 2015

4:00 PM – Special Meeting
American River Room North

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

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

At a study session or special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Discussion and Concept Agreement on the Sacramento Regional Transit Horn Road Station Plan Design.

Recommendation: Select a preference for a Horn Road Station design concept and direct staff to continue support of design and construction.

Result of Recommended Action: The opening of the Horn Road station will result in more transportation options available to City of Rancho Cordova (City) residents, employees and patrons. This current action will allow City Staff and Sacramento Regional Transit District (RT) Staff to continue coordinating on the design of the Horn

Road station.

Staff Report: Mark Thomas, Senior Engineer.

Advances Goals: 1, 2, 5, 6.

4. ADJOURNMENT OF STUDY SESSION

Mayor McGarvey will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Kyle Kerchner from River City Christian will give the invocation.

9. PRESENTATIONS

9.1 Community Enhancement Fund Grant Check Presentations.

9.2 Introduction of Deputy City Clerk Heather Peek by City Clerk Mindy Cuppy.

10. 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 unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of September 21, 2015 Special Meeting, September 21, 2015 Regular Meeting, and September 28, 2015 Special Meeting.
Recommendation: Adopt minutes.
- 12.2 **Subject:** Resolution Authorizing the Examination of Sales, Use and Transactions tax Records.
Recommendation: Adopt Resolution No. 125-2015.
Result of Recommended Action: Adoption of this resolution will designate MuniServices to examine the sales, use and transactions tax records of the Board of Equalization (BOE) pertaining to sales, use and transactions taxes collected for the City by the BOE.
Staff Report: Liisa Behrends, Interim Finance Director.
Advances Goal: 5.
- 12.3 **Subject:** Resolution Authorizing the Interim City Manager to Execute a Contract Amendment No. 129-2014-1 with Mark Thomas & Company, Inc. to Increase the Contract Amount from \$724,368 to \$932,577 for the Zinfandel Complex Project.
Recommendation: Adopt Resolution No. 123-2015.
Result of Recommended Action: Adoption of this resolution will authorize the Interim City Manager to execute Contract No.129-2015-1 with Mark Thomas & Company, Inc. to increase the contract amount from \$724,368 to \$932,577 to accommodate the engineering and design services for the Zinfandel Complex Project.
Staff Report: Albert Stricker, Interim Public Works Director and Mark Thomas, Senior Engineer
Advances Goals: 1, 2, 5.
- 12.4 **Subject:** Resolution Authorizing the Interim City Manager to Execute a License Agreement between the City Of Rancho Cordova and the County of Sacramento for the Mather Rails to Trails Project.
Recommendation: Adopt Resolution No. 119-2015.
Result of Recommended Action: Adoption of this resolution will authorize the Interim City Manager to execute a license agreement between the City of Rancho Cordova and the County of Sacramento for the Mather Rails to Trails Project.
Staff Report: Albert Stricker, Interim Public Works Director and Chris Boyer, Associate Civil Engineer.
Advances Goals: 1, 2, 5.
- 12.5 **Subject:** Resolution Consenting to Inclusion of the City of Rancho Cordova Properties in the California Home Finance Authority Property Accessed Clean Energy (PACE) Programs and Associate Membership in California Home Finance Authority.
Recommendation: Adopt Resolution 120-2015 and 124-2015.
Result of Recommended Action: Adoption of these resolutions will allow the City to transition from the County's existing Property Accessed Clean Energy (PACE) program which is operated through Sacramento County's Community Facilities District No. 2004-1 (Clean Energy), to one of the two new PACE programs established and operated through California Home Finance Authority, a Joint Powers Authority.
Staff Report: Michelle Mingay, Senior Finance Analyst.
Advances Goal: 5.

- 12.6 **Subject:** Resolution Authorizing the Interim City Manager and City Attorney to Extend the Contract for Municipal Prosecution Services With the City of Sacramento City Attorney's Office for Six Months.
Recommendation: Staff recommends the City Council adopt the attached Resolution authorizing the 6-month extension of the contract for municipal prosecution services with the City of Sacramento's City Attorney's office.
Result of Recommended Action: Adoption of Resolution No. 118-2015 will authorize the extension of the contract for municipal prosecution services for one year. It will also make minor amendments to the agreement, including the addition of formal office hours for the City's prosecutor, with facilitation by the City Attorney's office.
Staff Report: Adam U. Lindgren, City Attorney.
Advances Goals: 1, 2, 3, 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Amendment to the Entertainment Center Financing Agreement Between the City and Rancho Cordova Entertainment Center Group LLC, Allowing for the City to Loan up to \$4 Million to the Developer to Assist with the Development of an \$30 Million Entertainment Center Complex.
Recommendation: Open the public hearing and continue it to the October 19th regular meeting at 5:30 p.m. Due to the project developers being out of the country for an extended period of time, more time is needed to finalize the amendment to the financing agreement.
Result of Recommended Action: The public hearing on this item would occur at the October 19, 2015 meeting.
Staff Report: Curt Haven, Director of Economic Development & Neighborhood Services.
Advances Goal: 6.
- 13.2 **Subject:** Sunridge Plaza Conditional Use Permit; Project No. DD9612 – Located at the South West Corner of Sunrise Boulevard and Douglas Road.
Recommendation: Adopt Resolution 122-2015.
Result of Recommended Action: Adoption of Resolution 122-2015 would approve a Conditional Use Permit for alcoholic beverage sales incidental to grocery sales at the future Sunridge Plaza.
Staff Report: Jessica Jordan, Principal Planner.
Advances Goals: 1, 2.
- 13.3 **Subject:** Ordinance Amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code Regarding Engineering Traffic Studies on Specific Streets to be in Compliance with State Law and to Establish Radar Enforceable Speed Limits on the Roads Listed in the Ordinance.
Recommendation: Introduce and waive the first reading of Ordinance No. 13-2015.
Result of Recommended Action: Adoption of Ordinance 13-2015 will allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the ordinance.
Staff Report: Albert Stricker, Interim Public Works Director and Travis Evans, Engineering Technician.
Advances Goals: 2, 3.

14. PUBLIC HEARING ITEMS

NONE.

15. REGULAR CALENDAR ITEMS

- 15.1 **Subject:** Visioning Process for the Cordova Community Pool.
Recommendation: Initiate a process, in partnership with Cordova Recreation and Park District (CRPD), to engage the community in a visioning process to identify the improvements that are desired by the residents for the City's proposed investment in the Community Pool.
Result of Recommended Action: The City is inviting the Cordova Blue Marlins and the Cordova Recreation and Park District to collaborate in visioning sessions to explore a variety of issues and options related to the Cordova Community Pool. The City has committed to provide up to \$3 Million in additional funding to the Cordova Recreation and Park District to help support the new or renovated pool construction, subject to proper community outreach and technical analysis. The visioning process will identify opportunities to use that funding to maximize improvements to the pool and protect the community's investment in it.
Staff Report: Cyrus Abhar, Interim City Manager.
Advances Goals: 1, 2, 5.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

18. ADJOURNMENT

Mayor McGarvey will adjourn the regular meeting to closed session in the Community Board Room.

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

20. CLOSED SESSION

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

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Cyrus Abhar, Interim City Manager; and Adam Lindgren, City Attorney

Unrepresented employee: Police Chief

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 2897 Kilgore Road, Rancho Cordova, CA 95670

Agency negotiator: Cyrus Abhar, Interim City Manager, and Adam Lindgren, City Attorney

Negotiating parties: City of Rancho Cordova, Rancho Cordova Police Department (via the Sacramento County Sheriff's Office)

Under negotiation: Lease price and payment terms

21. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

22. 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	
<i>Tuesday, October 13, 2015</i>	<i>City Council Special Meeting (12:00 PM)</i>
<i>Monday, October 19, 2015</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, October 27, 2015</i>	<i>City Council Special Meeting/Work Session (5:30 PM)</i>
<i>Monday, November 2, 2015</i>	<i>City Council Special Meeting (4:00 PM)/Regular Meeting (5:30 PM)</i>
<i>Monday, November 16, 2015</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Monday, December 7, 2015</i>	<i>City Council Special Meeting (4:00 PM)/Regular Meeting (5:30 PM)</i>
<i>Tuesday, December 15, 2015</i>	<i>City Council Special Meeting/Work Session (5:30 PM)</i>
<i>Monday, December 21, 2015</i>	<i>Regular Meeting CANCELLED</i>

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 and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, October 05, 2015 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, October 1, 2015 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.cityofranchocordova.org.

Signed Thursday, October 1, 2015 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Interim Assistant City Manager and
Mark Thomas, Senior Engineer

**SUBJECT: DISCUSSION AND CONCEPT AGREEMENT ON THE SACRAMENTO
REGIONAL TRANSIT HORN ROAD STATION PLAN**



RECOMMENDATION

Select a preference for a Horn Road Station design concept and direct staff to continue support of design and construction.

RESULT OF RECOMMENDED ACTION

The opening of the Horn Road station will result in more transportation options available to City of Rancho Cordova (City) residents, employees and patrons. This current action will allow City Staff and Sacramento Regional Transit District (RT) Staff to continue coordinating on the design of the Horn Road station.

BACKGROUND

RT in partnership with the City received a grant through the Sacramento Area Council of Governments (SACOG) Community Design Funding Program to perform pre-construction activities for this project, including environmental clearance and preliminary engineering design. The purpose of this project is to provide transit opportunities to this area which has been identified by the City as a "pulse point" along Folsom Boulevard.

The station is approximately half way between the adjacent Butterfield and Mather Field Stations. The proposed station will have side platforms similar to the new Blue Line stations and will not include a park-and-ride facility. Connectivity will be provided for bus routes, adjacent neighborhoods and businesses along Folsom Boulevard and Horn Road. Pedestrian access will be confined to Folsom Boulevard with a kiss-and-ride facility planned along Folsom Boulevard.

The project is being coordinated with the City's Folsom Blvd Complete Streets Project (Phase 4). The station will provide access to other alternative transportation modes and important connections to civic amenities including the library and social services. The project is in the Board approved Capital Improvement Plan and is consistent with the City of Rancho Cordova Folsom Boulevard Specific Plan.

In December 2014, RT contracted with Psomas to provide preliminary engineering services and with Atkins North America, Inc. to provide environmental services. A design workshop was held at the City on January 27, 2015, to receive input from RT and City representatives. A public meeting was held on April 15, 2015, to present concepts and to receive feedback from the

public and stakeholders. The preliminary engineering phase and environmental clearance is scheduled to be completed by the end of 2015.

Key decision points that have been made through the preliminary design phase to date include the following:

- The station layout was presented at the public image survey meeting in April 2015.
- Station will be located on east side of Horn Road.
- Station must follow latest RT Design Criteria and will include raised platform 8 inches above top of rail, with a 4 foot high fence between light rail tracks and crosswalks at both ends of the platform; as well as comply with Crime Prevention through Environmental Design guidelines.
- Union Pacific Railroad (UP) track realignment was designed using the minimum standards for the design speed associated with this freight line. Use of these standards minimizes the length of the realignment. The realignment must not impact the Horn Road grade crossing. The UP track realignment will remain within the railroad Joint Power Authority right of way. The existing 20 feet UP operating easement would be relocated onto the new UP track alignment.
- A preferred scheme design will follow the existing context with brick treatments to blend with the surrounding elements.
- Decorative fencing should be included.
- The 48 inch sewer trunk line under the realigned UP tracks should include a concrete cap similar to other stations along the Gold Line (which also provides vibration mitigation).
- Continue coordination with the City's adjacent complete streets project.

The purpose of the current phase, preliminary engineering/environmental document, is to define the extents of the project and provide sufficient details to allow estimation of anticipated costs to complete the final design and construction. The City and RT have applied for the 2015 cycle of SACOG Community Design Grant Funding only for finalizing design of the station. Application for construction won't be included on this 2015 cycle. It is anticipated that RT and the City will enter into a co-operative agreement regarding the sharing of the local fund match requirements for the project.

FISCAL IMPACT

There are no fiscal impacts to the general fund.



HORN LIGHT RAIL STATION PROJECT

AGENDA

CITY COUNCIL MEETING

October 5, 2015, 4:00 pm

1. MEETING OBJECTIVES

- Share project status and outreach done/in-progress with City/Public
- Share proposed Conceptual Design Options
- Scheme Selection by City Council

2. PROJECT STATUS AND OUTREACH

3. LAYOUT, AESTHETICS AND ARCHITECTURAL ELEMENTS

- Site Layout
- Architectural Design - Background
- Design Schemes C, D, and E
- Discussion of Design Schemes C, D, and E

4. DISCUSSION AND SCHEME SELECTION

5. NEXT STEPS

HORN ROAD LIGHT RAIL STATION



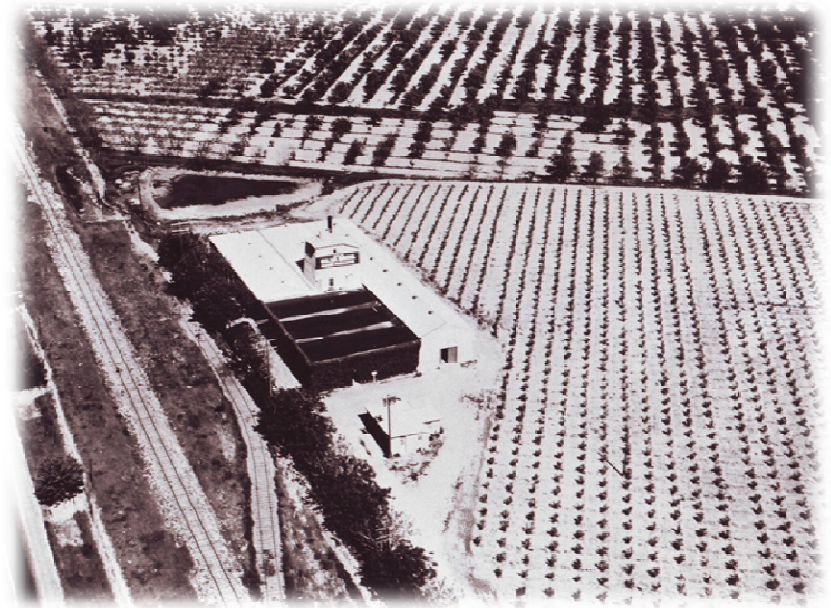
RANCHO CORDOVA CITY COUNCIL MEETING
OCTOBER 5, 2015
4:00 PM

- Share Project Status and Outreach to date with City/Public
- Share proposed Conceptual Design Schemes
- Shelter Scheme Selection by City Council



Project Status

- 30% Plans
- Environmental Document (ED)
- Board Acceptance of ED
- Final Design
- Construction – Funding



Outreach with City/Public

- West-East Workshop – 1/27/15
- Design Workshop – 2/20/15
- Public Image Workshop – 4/15/15
- Concept Briefing with City/RT – 9/18/15
- City Council Meeting – 10/5/15

Site Layout

- Gold Line Extension
- Raised Platform - Low Floor Vehicles
- Bus Stop and Kiss-and-Ride
- City's Complete Streets Project
- Kassis Development



Architectural Design

- Initial Shelter Concepts
- Conceptual Design Schemes C, D, and E
- Discussion of Conceptual Design Schemes C, D, and E



39th Street Station

















PRECEDENT IMAGES NEW DESIGN DIRECTIONS



Township 9 Station



PRECEDENT IMAGES NEW DESIGN DIRECTIONS



Broadway Station



Train Shed

















Half Shed - Broadway Station

















Scheme C



Scheme D



Scheme E



Scheme DI



Scheme C



Scheme D



Scheme E



Scheme DI



Scheme C



Scheme D



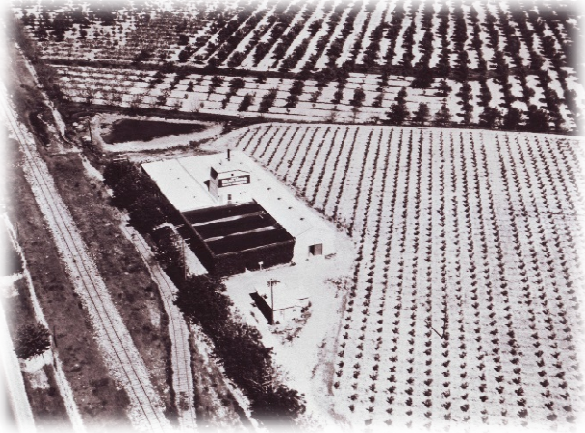
Scheme E



Scheme DI



DISCUSSION AND SCHEME SELECTION



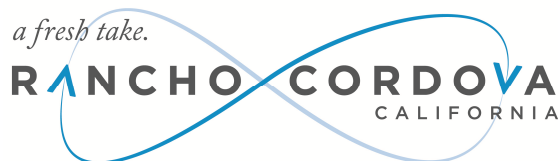






- **FTA Guidelines - CPTED**
- **Appropriate and Effective Design**
 - Increased lighting standards
 - High performance paint
 - Geometry – transparency
 - Landscaping – visibility
 - Cameras
 - Fencing





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

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

Monday, September 21, 2015

**11:30 AM – Special Meeting
American River Community Rooms**

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the special meeting to order in the American River Community Room North at 1:10 PM.

Council Members Present: McGarvey, Sander, Terry, Budge (until 1:45 PM)

Council Members Absent: Skoglund

Staff Members Present: Abhar, Busch, Haven, Downton, Flory, Hayes, Harriman, Cook, Stricker, Sotelo

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

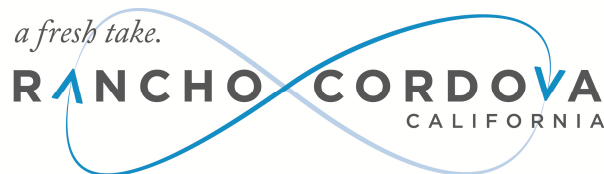
3.1 **Subject:** Growing Strong Neighborhood (GSN) Work Session.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 4:03 PM.

Mindy Cuppy, MMC, 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, September 21, 2015

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the regular meeting to order in the David B. Roberts Council Chambers at 5:36 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Goold, Haven, Junker, Downton, Cook, Hayes, Flory, Leitner, Peek, Ibrahim, Hadley, Brown, Ramos, Harriman, Behrends, Stricker

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Steve Harriman led the pledge.

4. INVOCATION

Synthia Smith, representing River City Christian gave the invocation.

5. PRESENTATIONS

- 5.0 Presentation Honoring City Attorney Adam U. Lindgren for Being Named to the 2016 List of *The Best Lawyers in America*®.

- 5.1 Presentation by Assemblyman Ken Cooley on his Legislative Priorities for the 2015-16 Legislative Session and the Issues He Feels May Impact the City of Rancho Cordova.
- 5.2 Introduction of Kathryn Allaman, Assistant Superintendent of Secondary Instruction for Folsom Cordova Unified School District (FCUSD).
- 5.3 Introduction of New City Employee Victor Ramos, Operations and Maintenance Technician by Steve Harriman, Operations and Maintenance Division Manager.

6. PUBLIC COMMENT

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

- Diann Rogers, representing the Rancho Cordova Chamber of Commerce, thanked City facilities staff for their contributions to the Business Expo and reported on the Business Confidence Survey.

Mayor McGarvey closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

- 8.1 **Subject:** Meeting Minutes of September 8, 2015 Special and Regular Meeting and September 15, 2015 Special Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** Resolution Authorizing the Interim City Manager to Execute the First Amendment to the General Services Contract with Roush Landscape Services to Extend the Contract by Two Years and Increase Contract Budget by \$737,600, for a total Contract Budget of \$1,637,600.
Recommendation: 117-2015.
Result of Recommended Action: Adoption of Resolution No. 117-2015 will authorize the Interim City Manager to extend the contract with Roush Landscape Services for an additional two years, through February 2018. The proposed amendment increases the contract budget by \$737,600, for a total contract budget of \$1,637,600.
Staff Report: Steve Harriman, Public Works Division Manager.
Advances Goals: 2, 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** A Resolution Approving the 2014-2015 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) for submittal to US. Department of Housing and Urban Development (HUD).
Recommendation: Approve Resolution No. 113-2015
Result of Recommended Action: Approves 2014-2015 CDBG CAPER for submittal to HUD, and allows City Manager to sign necessary HUD documentation for CAPER submittal.
Staff Report: Jessica Hayes and Peter Ibrahim, Community Development Department.
Advances Goals: 1, 2, 5, 6.

Mayor McGarvey opened the public hearing. There were no speakers.
Mayor McGarvey closed the public hearing.

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

AT THIS POINT: At 8:19 PM Council took a recess. The full Council resumed at 8:39 PM

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Boys and Girls Club Report on Pre-Development Study.
Recommendation: Provide guidance to Staff for the determination of goals and next steps.
Result of Recommended Action: Recommendation on next steps will enable Staff to proactively plan for the scope of Boys and Girls Club services desired in the City of Rancho Cordova.
Staff Report: Jessica Hayes, Housing and Neighborhood Development Project Coordinator and Peter Ibrahim, Housing and Neighborhood Development Specialist.
Advances Goals: 1, 2, 3, 5, 6.

ACTION: Discussion item only; no action taken.

- 11.2 **Subject:** First Amendment to the South Sacramento Habitat Conservation Plan Memorandum of Agreement.
Recommendation: Adopt Resolution No. 116-2015.
Result of Recommended Action: Adoption of Resolution No. 116-2015 will authorize the City Manager to execute the First Amendment to the South Sacramento Habitat Conservation Plan (SSHCP) memorandum of Agreement (MOA), thereby allowing the release of the City's Fiscal Year 2014/15 SSHCP funding contribution.
Staff Report: Aaron Busch, Community Development Director and Paul Junker, Special Projects Manager.
Advances Goals: 2, 4, 5, 6.

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

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Interim City Manager Cyrus Abhar gave his report.

14. ADJOURNMENT

Mayor McGarvey adjourned the meeting to closed session at 9:38 PM in memory of Jessica Funk-Haslam.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the closed session to order in the Community Board Room at 9:47 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Abhar, Haven

16. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Cyrus Abhar, Interim City Manager; and Adam Lindgren, City Attorney

Unrepresented employee: Police Chief

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 2897 Kilgore Road, Rancho Cordova, CA 95670

Agency negotiator: Cyrus Abhar, Interim City Manager, and Adam Lindgren, City Attorney

Negotiating parties: City of Rancho Cordova, Rancho Cordova Police Department (via the Sacramento County Sheriff's Office)

Under negotiation: Lease price and payment terms

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Number of potential cases: 1).

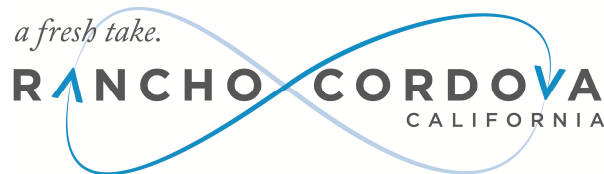
17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action taken in closed session.

18. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 11:11 PM.

Mindy Cuppy, MMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, September 28, 2015

3:00 PM – Special Meeting
David B. Roberts Council Chambers

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Member Skoglund called the special meeting to order in the David B. Roberts Council Chambers at 3:09 PM.

Council Members Present: Terry, Budge, Skoglund

Council Members Absent: McGarvey, Sander

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Haven, Downton, Delaney, Stricker, Peek

2. PUBLIC COMMENT

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

- Derald Langwell
- Jessica Bailey
- Joyce Higdon
- JD Hawkes
- Carol Kraus
- Dan Lynch

Council Member Skoglund closed the public comment period.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Resolution Approving Funding for the Cordova Community Pool.

Recommendation: Adopt Resolution No. 121-2015.

Result of Recommended Action: Approval of this Resolution authorizes the City, in collaboration with residents, Cordova Blue Marlins, and the Cordova Recreation and Park District, to hold Visioning Sessions to explore a variety of issues and options related to the Cordova Community Pool. The City commits to provide up to \$3 Million in additional funding to the Cordova Recreation and Park District to help support the new or renovated pool construction, subject to the proper community outreach and technical analysis.

Staff Report: Cyrus Abhar, Interim City Manager.

Advances Goals: 1, 2, 3, 4, 5.

ACTION: Motion to approve by Budge second by Terry;
Followed by a 3:0 roll call vote (McGarvey and Sander absent).

4. ADJOURNMENT

Council Member Skoglund adjourned the meeting at 3:59 PM.

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Liisa Behrends, Interim Finance Director

SUBJECT: **RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS.**



RECOMMENDATION

Adopt Resolution No. 125-2015, authorizing MuniServices to obtain sales tax information from the California State Board of Equalization (BOE) in order to audit sales, use and transaction tax records on behalf of the City of Rancho Cordova.

RESULT OF RECOMMENDED ACTION

The BOE requires the attached resolution to be submitted prior to any audit of the Community Enhancement Fund sales tax records can be conducted. The City of Rancho Cordova currently contracts with MuniServices for sales tax auditing services.

BACKGROUND

The City Council adopted Resolution No. 141-2004 on September 7, 2004, designating MuniServices to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board.

At the December 1, 2014 Council meeting, Resolution No. 137-2014 authorized the City Manager to execute new agreements with the BOE to administer and operate the City's Transactions and Use Tax Ordinance. It was our understanding Resolution No. 141-2004 would apply to the local tax as well, allowing MuniServices to examine our tax records. The BOE has determined that they require a new resolution specific to our local sales tax.

ATTACHMENT

Resolution No. 125-2015.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 125-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE EXAMINATION OF SALES, USE AND TRANSACTIONS TAX
RECORDS**

WHEREAS, pursuant to Ordinance No. 137-2014, the City of Rancho Cordova entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

WHEREAS, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected by the Board for City; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Board; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by City shall have an existing contract to examine City's sales and transactions and use tax records.

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

Section 1. That the Finance Director, or other officer or employee of City designated in writing by the Finance Director to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected for City by the Board of Equalization pursuant to the contract between City and the Board. The information obtained by examination of Board records shall be used for purposes related to the collection of City's sales and transactions and use taxes by the Board pursuant to the contract.

Section 2. That the Finance Director, or other officer or employee of City designated in writing by the Finance Director to the Board, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the Board for purposes related to the following governmental functions of City:

- a) tracking and economic development
- b) forecasting and budget related functions
- c) detection of misallocations and deficiencies

The information obtained by examination of Board records shall be used only for those governmental functions of City listed above.

Section 3. That MuniServices, LLC is hereby designated and authorized to examine all of the sales and transactions and use tax records of the Board pertaining to all sales and use taxes collected for City and any transaction and use taxes collected for City under the following Transactions and Use Tax Ordinances and any future Transactions and Use Tax Ordinances that may be enacted in the City:

City of Rancho Cordova Transactions and Use Tax (RHCG); effective on 4/1/2015

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of City's sales and transactions and use taxes by the Board pursuant to the contracts between City and the Board of Equalization and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Interim Public Works Director
Mark Thomas, Senior Engineer



SUBJECT: RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH MARK THOMAS & COMPANY, INC. TO INCREASE THE CONTRACT AMOUNT FROM \$724,368 TO A TOTAL OF \$932,577 FOR THE ZINFANDEL COMPLEX PROJECT.

RECOMMENDATION

Adopt Resolution No. 123-2015.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 123-2015 will authorize the Interim City Manager to execute the first contract amendment with Mark Thomas & Company, Inc. to increase the contract budget amount from \$724,368 to \$932,577 to accommodate the engineering and design services for the Zinfandel Complex Project.

BACKGROUND

The City is currently working under contract no. 129-2014, authorized on December 15, 2014, to prepare design plans and specifications for the Zinfandel Complex. This contract will complete design so that the City will be positioned to build the project. We will be shelf ready. In order to fund the next phase of the project, the City has submitted a construction grant application as part of the current SACOG Regional/ Local process.

During the initial project scoping process, the team identified an optional task that would prepare a bridge structure report should there be a need to widen the Zinfandel Bridge over Highway 50. We have now determined that the structure report is needed and that the bridge will need to be widened. Staff is requesting approval to perform this optional work as part of this authorization.

Zinfandel Drive from International Drive to Folsom Boulevard (referred to as the Zinfandel Complex) is a highly congested roadway with several closely spaced signalized intersections including the Hwy 50 interchange. The Public Works Department applied and received Federal funding to study this section of the roadway and prepare the necessary design and environmental documents for a project to improve operations, safety and bike/pedestrian access along Zinfandel Drive.

The congestion experienced in the existing project site can be attributed to the poor levels of service of both the eastbound ramps (Gold Center Drive) and White Rock Road intersections. Other adjacent intersections will also be evaluated including the westbound ramps, Olson Drive, Folsom Boulevard and Data Drive. The design will help drivers choose appropriate lanes to efficiently reach their destination along with improved access for bicyclists and pedestrians.

PROJECT FUNDING

Funding for the Zinfandel Complex Project consists of \$700,000 in Federal Grants. Local funds are paying for \$24,368 and the additional request of \$208,214.

The City of Rancho Cordova has not yet secured funds for the construction of the Zinfandel Complex improvement. However, City staff will pursue future grant monies from SACOG for the construction of the Zinfandel Complex Project during the next phase of the Regional/Local Funding Program.

This project is included in the City's current approved Capital Improvement Plan (CIP) and in the 2015/2016 budget.

ATTACHMENT

Resolution No. 123-2015, including Exhibit 1: Contract No. 129-2015-1.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 123-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO
CONTRACT NO. 129-2015-1 WITH MARK THOMAS & COMPANY, INC. TO INCREASE
THE CONTRACT AMOUNT FROM \$724,368 TO \$932,577**

WHEREAS, the Parties entered into the initial Professional Services Agreement (“PSA”) dated December 15, 2014, for the purpose of providing engineering and design services; and

WHEREAS, adoption of this resolution will execute a first contract amendment no. 129-2015-1 with Mark Thomas & Company, Inc. to increase the contract amount from \$724,368 to \$932,577 to accommodate the engineering and design services for the Zinfandel Complex Project; and

WHEREAS, a bridge structure report will analyze the existing conditions of the bridge and determine means and methods to expand the Zinfandel Bridge that crosses Highway 50.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the Interim City Manager to execute a first contract amendment No. 129-2015-1 with Mark Thomas & Company, Inc. to increase the contract amount from \$724,368 to \$932,577 attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF RANCHO CORDOVA AND MARK THOMAS AND COMPANY, INC.**

This First Amendment to the Agreement for Professional Services ("**Amendment**") is made by and between the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("**City**") and MARK THOMAS AND COMPANY, INC. ("**Professional**"). City and Professional are hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated December 15, 2014 for the purpose of providing engineering and design services; and

WHEREAS, the Parties desire to increase the contract compensation amount from \$724,368 to \$932,577 for engineering and design services for the Mather Rails to Trails Project; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$724,368. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed Nine Hundred Thirty Two Thousand Five Hundred Seventy Seven Dollars (\$932,577), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
4. **Contract Administration.** This Agreement shall be administered by Mark Thomas ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:

Mark Thomas & Company, Inc.
Attention: Matt Brogan, Project Manager
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826

Email Address (for Insurance Update Requests):

mbrogan@markthomas.com

Any written notice to City shall be sent to:

City of Rancho Cordova
Attention: Mark Thomas
2729 Prospect Park Drive
Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, Interim City Manager

Richard K. Tanaka, CFO

Date: _____

Date: _____

Attest:

Mindy Cuppy, MMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

SUPPLEMENT TO AGENDA ITEM 12.3
Contract Number Edit Only

CITY OF RANCHO CORDOVA

RESOLUTION NO. 123-2015

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO CONTRACT NO. ~~129-2015-1~~ 129-2014 WITH MARK THOMAS & COMPANY, INC. TO INCREASE THE CONTRACT AMOUNT FROM \$724,368 TO \$932,577

WHEREAS, the Parties entered into the initial Professional Services Agreement ("PSA") dated December 15, 2014, for the purpose of providing engineering and design services; and

WHEREAS, adoption of this resolution will execute a first contract amendment No. 129-2015-1 with Mark Thomas & Company, Inc. to increase the contract amount from \$724,368 to \$932,577 to accommodate the engineering and design services for the Zinfandel Complex Project; and

WHEREAS, a bridge structure report will analyze the existing conditions of the bridge and determine means and methods to expand the Zinfandel Bridge that crosses Highway 50.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the Interim City Manager to execute a first contract amendment No. 129-2015-1 with Mark Thomas & Company, Inc. to increase the contract amount from \$724,368 to \$932,577 attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

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



SUBJECT: RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE COUNTY OF SACRAMENTO FOR THE MATHER RAILS TO TRAILS PROJECT

RECOMMENDATION

Adopt Resolution 119-2015.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the Interim City Manager to execute a license agreement between the City of Rancho Cordova and the County of Sacramento for the Mather Rails to Trails Project.

BACKGROUND

The Mather Rails to Trails Project will utilize an existing abandoned railroad spur line and add a Class One Bicycle and Pedestrian Trail, along with landscaping and low level lighting throughout the trail. The project begins at the Mather/Mills Light Rail Station and extends south along Mather Field Road. The trail will be constructed alongside the abandoned railroad spur line over Highway 50 utilizing the existing bridge. The trail will then cross Rockingham Road and Old Placerville Road and connect to Mather Blvd with a bicycle and pedestrian signal at Old Placerville Road.

The City has worked with the County of Sacramento to prepare an agreement to lease the land on the Mather Field Railroad Spur shown in Exhibit 1 - License Agreement. The agreement will remain in effect for a term of 40 years. The agreement will allow the City to maintain and operate a Class One Bike Trail with landscaping throughout the railroad area defined in the agreement. The County will lease the land at no cost to the City.

The Mather Rails to Trails Project will bring a "fresh take" in an area that has not been utilized in over 20 years.

FISCAL IMPACT

There is no cost to the City for the use of the licensed area stated in the License Agreement. A long term maintenance cost will be incurred by the City for weeding, trash removal and landscape maintenance within the project area. There is no impact to the City's General Fund.

ATTACHMENTS

1. Resolution 119-2015, including Exhibit 1 License Agreement.
2. Rail Spur Map.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 119-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND THE COUNTY OF SACRAMENTO FOR
THE MATHER RAILS TO TRAILS PROJECT**

WHEREAS, the Parties entered into a License Agreement, for the purpose of leasing the Mather Field Railroad Spur land; and

WHEREAS, adoption of this resolution will authorize the Interim City Manager to execute a license agreement between the City of Rancho Cordova and the County of Sacramento for the Mather Rails to Trails Project; and

WHEREAS, the Mather Rails to Trails Project will utilize an existing abandoned railroad spur line and add a Class One Bicycle and Pedestrian Trail.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the Interim City Manager to execute an agreement with the County of Sacramento, attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License") is made and entered into this _____ day of _____, 2015, by and between the County of Sacramento ("County"), a political subdivision of the State of California and the City of Rancho Cordova ("City"), a California municipal corporation.

WHEREAS, County as owner thereof operates and maintains Sacramento Mather Airport (hereinafter Airport or Mather Airport), located in Sacramento County, California, and has the right to lease and grant licenses for use of portions of such Airport, including a corridor known as the Mather Spur, subject to the terms and conditions hereinafter set forth; and

WHEREAS, City desires to use County's property to create a safe passage for pedestrian and bicycle traffic to travel between Folsom Boulevard and Mather Boulevard; and

WHEREAS, County is willing to grant the same to City, upon the promises, terms, conditions, and covenants set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties desire to enter into this License.

1. Grant of License. The County grants to the City and its authorized agents, contractors, invitees and volunteers the non-exclusive right, privilege and license to access and use the property described in Exhibit A ("Legal Description") and depicted in Exhibit B ("License Area") to locate, construct, install, operate, inspect, alter, improve, maintain and repair pedestrian, American's with Disabilities Act (ADA) and other necessary safety improvements ("Bike Path" or "Project") on, above, under, and within said License Area.

- a. County reserves the right to grant any other license, easement, lease, or other interest that would not unreasonably interfere with the City's rights under this License during the term of this License.
- b. Should the County grant another license, easement, lease or other interest to a third party within the License Area, the City shall be notified and the maintenance and indemnification requirements in this License shall be modified to reflect said additional interest.
- c. City shall be required to maintain the License Area once it commences construction of Project improvements related to the Bike Path.
- d. County shall have the right, but not the obligation to maintain the License Area.

2. License Term. This License will commence on the date written above ("Effective Date") and will remain in effect for a term of forty (40) years ("Term") unless terminated early by County or City.

3. Early Termination.

- a. Each party shall have the right to terminate this License prior to the commencement of Project-related construction in the License Area with thirty (30) days written notice to the other.
- b. Each party shall have the right to terminate this License, at any time during the Term, with one hundred eighty (180) days written notice to the other. Notwithstanding the early termination right specified in this paragraph 3 b, the parties acknowledge and agree that:
 - (1) The Bike Path will be constructed using Active Transportation Program (ATP) grant funds. All facilities constructed using ATP grant funds cannot revert to a non-ATP use for a minimum of twenty (20) years or its actual useful life, whichever is less, without repayment of the funds (or a portion thereof) and California Transportation Commission (CTC) approval.
 - (2) City shall be responsible for removing the Project improvements from the License Area within the 180 day notice period.
 - (3) Removal of the Project Improvements shall be at City's sole cost and expense, once the Bike Path has been in place for twenty (20) years, or sooner, as determined by CTC.
 - (4) If the Bike Path is removed prior to the full amortization of the ATP grant funds, County and City shall share equally the cost to reimburse the CTC for the unamortized portion of ATP grant funds.

4. Responsibility of City. City shall bear any and all costs and expenses associated with this grant of License and use of the License Area by City.

5. Insurance or Self-Insurance: Each party, at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, pollution liability and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

- a. City shall be responsible for the acts and omissions of all its contractors and subcontractors and shall require all of its contractors and subcontractors to maintain adequate insurance.
- b. City shall also require all of its contractors and subcontractors, at any tier, to name the County, its officers, directors, agents, employees, and authorized volunteers as an additional insured on all applicable liability policies.

6. County's Indemnification: To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the negligent acts or omissions of the City, its officers, employees, or agents, or the negligent acts or omissions of anyone else directly or indirectly acting on behalf of the City, or for which the City is legally liable under law regardless of whether caused in part by an Indemnified Party. City shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the City or the City's Contractors and Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

7. Environmental Fines and Penalties Indemnification: City shall assume sole responsibility for and payment of any fines or penalties levied on the County or City by any local, State, or federal authority, hereinafter for the Project and use of the License Area. City agrees to be solely liable for the payment of all fines and penalties except and in proportion to the extent caused by the active negligence or willful misconduct of County, its Board of Supervisors, officers, directors, officials, employees, volunteers and agents, (collectively "Indemnified Parties") . City shall assume sole responsibility for and payment of any fines or penalties levied on either the County or City by any local, State or federal authority, hereinafter (Authority), for breaches of the Authority's environmental regulations. City agrees to be solely liable for the payment of all fines and penalties except and in proportion to the extent caused by the active negligence or willful misconduct of the County. In addition, City understands and acknowledges that, during the course of the activities allowed by the License, the environmental regulations implemented or imposed by the Authority on the County and City may change and City specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the County or City.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the City or the City's contractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the License.

8. This License, and the rights being granted, shall be subject to any and all applicable federal, State, and local laws, regulations, order, restrictions, and enactments which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to City's operation. While performing any act described in this License, the City shall comply with all applicable laws, regulations, orders, restrictions, and enactments. In addition, City shall comply with all local, State, and federal occupational safety and health acts and regulations. If any failure by City to comply with such laws, regulations, orders, restrictions, and enactments, shall result in any fine, penalty, cost, or charge being assessed, imposed or shared against County, City shall reimburse and indemnify County for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses (except environmental fines and penalties which shall be handled in accordance with Paragraph 7). City further agrees in the event of any such action, upon notice thereof being provided by County, to defend such action free of cost, charge or expense to County.

City will, at all times during this License, comply with the provisions of the "Airport Sponsors Assurances" (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as EXHIBIT C and incorporated herein by this reference. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. County is not responsible for notifying City of any changes to the Assurances. City is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [Please see http://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf]

The provisions of this Paragraph shall survive the expiration or termination of this License.

9. City shall at all times in all respects comply with all environmental laws and any amendments thereto affecting City's use of and operation of the License Area, including all federal, State, and local laws, ordinances, rules and regulations relating to endangered, threatened, and other sensitive species. Of these, City shall take special note of, all applicable environmental laws, rules, and regulations, specifically including but not limited to the following:

- California Endangered Species Act
- Federal Endangered Species Act
- Federal Migratory Bird Treaty Act
- California Water Quality Act
- Federal Clean Water Act

City shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession, or destruction of any protected species. This includes birds-of-prey, and the take, possession, or destruction of the eggs and nests of any such bird.

10. City shall care for the License Area, including the approaches thereto and all appurtenances of the License Area, including but not limited to, railroad tracks, gates, wells, drainage ditches, roadways, and levees with its associated flood control features, and maintain them in the same condition as received at the commencement of the License.

11. Interpretation and enforcement of this License shall be governed by the laws of the State of California.

12. This License and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

13. If a court of competent jurisdiction finds or rules that any provision of this License Agreement is invalid, void, or unenforceable, the provisions of this License Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this License Agreement shall not void or affect the validity of any other provision of this License Agreement.

14. If a party to this License Agreement brings any action, including an action for declaratory relief, to enforce or interpret any provision of this License Agreement, each party shall be responsible for its own costs and expenses; including but not limited to attorneys' fees.

15. By mutual agreement, County and City hereby agree to the terms and conditions of the License as expressly set forth herein:

LICENSEE:

**CITY OF RANCHO CORDOVA, a
California municipal corporation**

Signature: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

By: _____

John Wheat, Director of Airports

on behalf of the Board of Supervisors

of the County of Sacramento, California

APPROVED AS TO FORM:

By: _____

Adam U. Lindgren
City Attorney

Date: _____

REVIEWED AND APPROVED:

By: _____

Stephanie G. Percival
Deputy County Counsel

Date: _____

Attachments: Exhibit A – Legal Description
Exhibit B - License Area
Exhibit C – FAA Assurances

EXHIBIT "A"

LEGAL DESCRIPTION

Mather Field Railroad Spur

All that real property situated in the County of Sacramento, State of California, described as follows:

A portion of the parcel of land being designated as, "*AIRPORT PARCEL 2675.827 AC±*" being shown on that certain Record of Survey entitled "*MATHER FIELD AIRPORT*", filed in the Office of the County Recorder of the County of Sacramento, in Book 61 of Surveys, at Page 13, also being a portion of the "*RANCHO RIO DE LOS AMERICANOS*" being filed in the office of said recorder, in Book 1 of Maps at Page 2, said portion being more particularly described as follows:

Beginning at the intersection of the center line of Mather Boulevard with the easterly line of the Railroad Spur as shown on Sheet 8 of 11 of said Record of Survey, said point lying on the arc of a 1500.00 foot radius curve from which a concrete monument with a 2" Brass Disc stamped "*SAC. CO. DEPT. OF PUBLIC WORKS L.S. 6376*" marking the intersection of the aforementioned center line of said Mather Boulevard with the center line of Lemay Street as shown on said Record of Survey, bears North 72°15'43" East, a distance of 324.84 feet; thence, from said **POINT OF BEGINNING** along said centerline of Mather Boulevard, along an arc of curve to the left having a radius of 1500.00 feet, through a central angle of 3°54'48", and having a chord bearing of South 64°05'09" West, a distance of 102.43 feet; thence, departing from said center line along an arc of a non-tangent curve having radius of 746.34 feet, through a central angle of 52°17'09", and having a chord bearing of North 50°18'39" West, 657.69 feet to a ¾" iron pipe tagged "Sac. Co. P.W." lying on the westerly line of said 2675.827 acre parcel and marking the southerly end of a tangent course labeled "N 24°10'05" W, 220.39"; thence, along the exterior boundary line of said 2675.827 acre parcel the following 27 courses and distances:

- 1) North 24°10'05" West, a distance of 220.39 feet to a point of curvature;
- 2) along an arc of curve to the right having a radius of 746.34 feet, through a central angle of 22°04'45" and having a chord bearing of North 13°07'42" West, a distance of 285.83 feet;
- 3) North 02°22'50" West, a distance of 2,173.50 feet to a point of curvature;
- 4) along an arc of curve to the left having a radius of 400.00 feet, through a central angle of 39°50'54" and having a chord bearing of North 24°03'00" West, a distance of 272.62 feet;
- 5) North 43°58'26" West, a distance of 163.20 feet to a point of curvature;
- 6) along an arc of curve to the right having a radius of 487.84 feet, through a central angle of 44°00'06" and having a chord bearing of North 21°58'22" West, a distance of 365.51 feet;

- 7) North 00°01'35" East, a distance of 639.47 feet to a point of curvature;
- 8) along an arc of curve to the right having a radius of 633.11 feet, through a central angle of 16°29'59" and having a chord bearing of North 08°16'38" East, a distance of 181.69 feet;
- 9) North 16°31'08" East, a distance of 122.74 feet to a point of curvature;
- 10) along an arc of curve to the left having a radius of 950.00 feet, through a central angle of 16°28'29" and having a chord bearing of North 08°16'54" East, a distance of 272.22 feet;
- 11) thence, North 00°00'07" East, a distance of 1,952.64 feet;
- 12) North 57°21'43" East, a distance of 171.52 feet to a point of non-tangent curvature;
- 13) along an arc of curve to the left having a radius of 452.68 feet, through a central angle of 21°42'31" and having a chord bearing of South 26°11'55" West, a distance of 170.49 feet;
- 14) South 12°12'37" West, a distance of 117.87 feet;
- 15) South 00°00'07" West, a distance of 1,810.49 feet;
- 16) South 00°03'23" West, a distance of 79.23 feet to a point of curvature;
- 17) along an arc of curve to the right having a radius of 600.00 feet, through a central angle of 16°28'33" and having a chord bearing of South 08°17'37" West, a distance of 171.94 feet;
- 18) South 16°31'21" West, a distance of 126.44 feet to a point of curvature;
- 19) along an arc of curve to the left having a radius of 573.11 feet, through a central angle of 16°30'02" and having a chord bearing of South 08°16'32" West, a distance of 164.48 feet;
- 20) South 00°01'35" West, a distance of 639.47 feet to a point of curvature;
- 21) along an arc of curve to the left having a radius of 427.84 feet, through a central angle of 43°59'58" and having a chord bearing of South 21°58'22" East, a distance of 320.54 feet;
- 22) South 43°58'26" East, a distance of 148.15 feet to a point of curvature;
- 23) along an arc of curve to the right having a radius of 500.00 feet, through a central angle of 41°38'05" and having a chord bearing of South 23°09'10" East, a distance of 355.39 feet;
- 24) South 02°22'50" East, a distance of 2,137.88 feet to a point of curvature;
- 25) along an arc of curve to the left having a radius of 686.78 feet, through a central angle of 22°40'47" and having a chord bearing of South 12°45'22" East, a distance of 270.08 feet;
- 26) South 24°09'05" East, a distance of 220.04 feet to a point of curvature;
- 27) along an arc of curve to the left having a radius of 686.78 feet, through a central angle of 58°55'23" and having a chord bearing of South 53°36'47" East, a distance of 675.57 feet to the point of beginning.

Page 2 of 3

EXCEPTING THEREFROM:

All that portion lying within the Right of Way of U.S. Highway 50 being more particularly described as follows:

Beginning at the point of intersection of the southerly Right of Way line of said Highway 50 with the westerly line of said Airport Parcel, said point bearing North 00°01'35" East, a distance of 88.73 feet along said westerly line from a ¾" Iron Pipe tagged "Sac Co P.W." as shown on said Record of Survey; thence, from said **POINT OF BEGINNING** and along said westerly parcel line North 00°01'35" East, a distance of 461.56 feet to the northerly Right of Way line of Highway 50; thence, along said Right of Way line along an arc of non-tangent curvature to the left having a radius of 300.00 feet, through a central angle of 16°04'35" and having a chord bearing of North 45°40'37" East, a distance of 83.90 feet to the easterly line of said Airport Parcel; thence, along said easterly line South 00°01'35" West, a distance of 496.82 feet to the southerly Right of Way line of Highway 50; thence, along said southerly Right of Way line South 68°43'42" West, a distance of 64.39 feet to the point of beginning containing an area of approximately 0.656 acres.

*All distances noted above are in grid units based on the California Coordinate System of 1983 (CCS83). Multiply by a Combined Scale Factor of 1.000047 in order to obtain ground distance. The aforementioned **Mather Field Railroad Parcel** contains an area of approximately 8.887 acres as calculated in ground units.*

See Exhibit "B", plat to accompany legal description, attached hereto and made part hereof.

Robert W. Snow 08/27/2015

Robert W. Snow

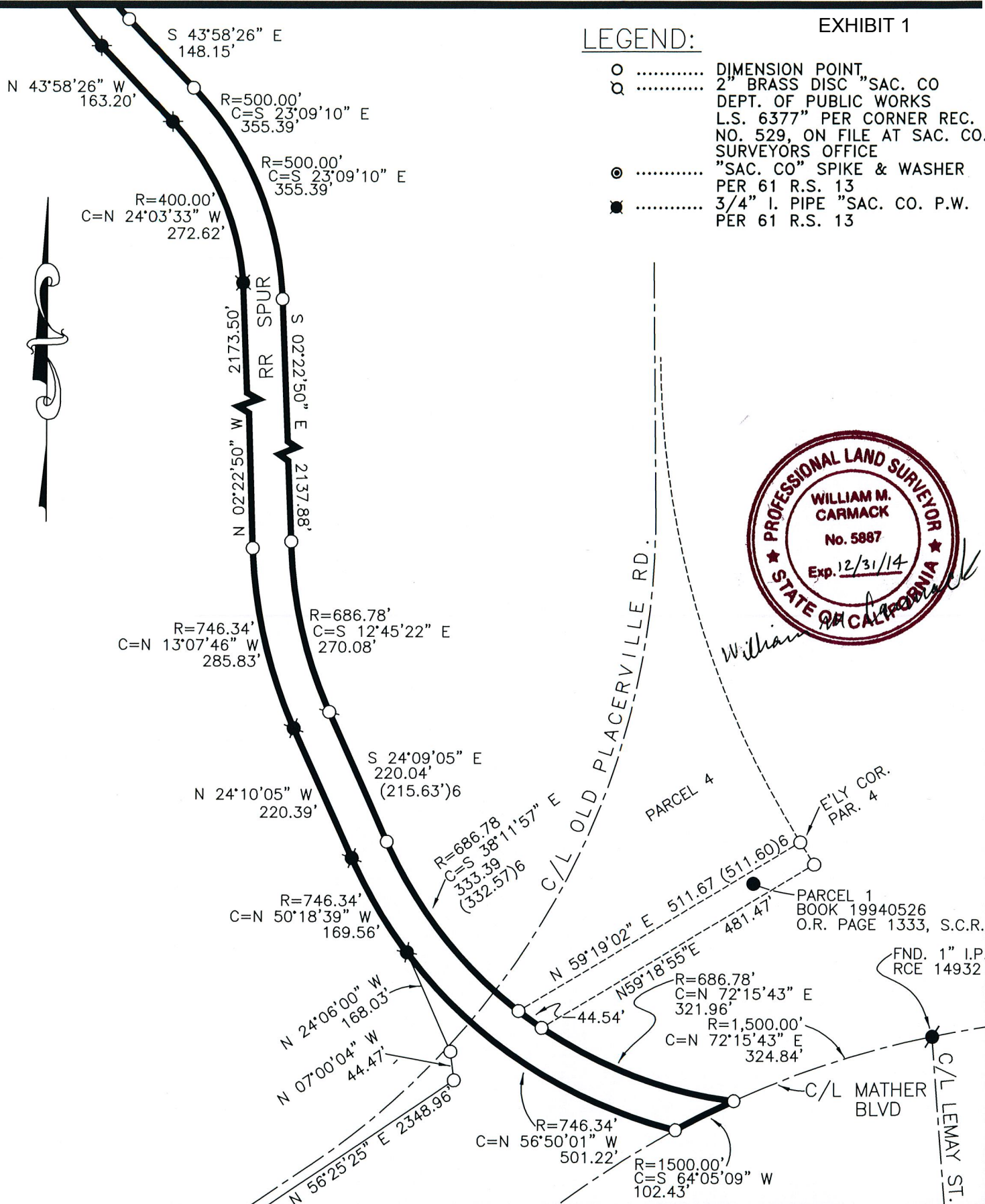
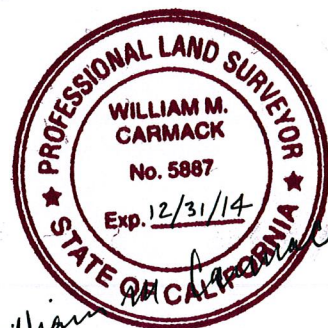
California Professional Land Surveyor No. 8813



Page 3 of 3

LEGEND:

- DIMENSION POINT
- Q 2" BRASS DISC "SAC. CO
DEPT. OF PUBLIC WORKS
L.S. 6377" PER CORNER REC.
NO. 529, ON FILE AT SAC. CO.
SURVEYORS OFFICE
- ⊙ "SAC. CO" SPIKE & WASHER
PER 61 R.S. 13
- 3/4" I. PIPE "SAC. CO. P.W.
PER 61 R.S. 13



COUNTY OF SACRAMENTO

DEPARTMENT OF CO. ENGINEERING
SURVEY SECTION

SCALE: 1"=200'

MARCH 2014

EXHIBIT "B"

Page 1 of 2

A PORTION OF THE "2675.827 AC± AIRPORT PARCEL" AS
SHOWN ON MATHER FIELD AIRPORT, 61 R.S. 13 & A
PORTION OF "RANCHO RIO DE LOS AMERICANOS", 1 B.M. 2

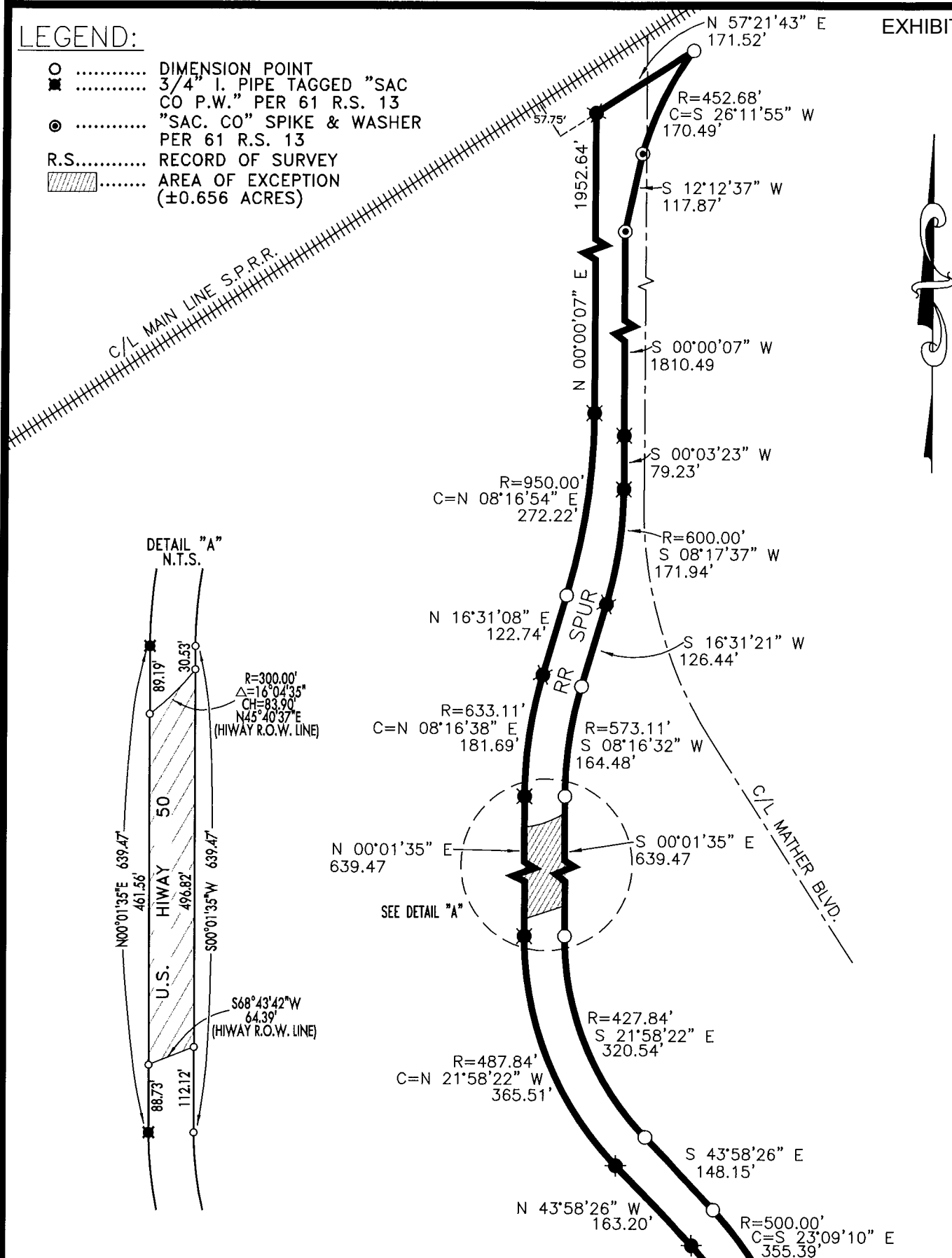
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

AGENDA ITEM 12.4

LEGEND:

- DIMENSION POINT
- 3/4" I. PIPE TAGGED "SAC
CO P.W." PER 61 R.S. 13
- ⊙ "SAC. CO" SPIKE & WASHER
PER 61 R.S. 13
- R.S..... RECORD OF SURVEY
- ▨ AREA OF EXCEPTION
(±0.656 ACRES)

EXHIBIT 1



COUNTY OF SACRAMENTO

DEPARTMENT OF CO. ENGINEERING
SURVEY SECTION

SCALE: 1"=200'

MARCH 2014

EXHIBIT "B"

Page 2 of 2

A PORTION OF THE "2675.827 AC± AIRPORT PARCEL" AS
SHOWN ON MATHER FIELD AIRPORT, 61 R.S. 13 & A
PORTION OF "RANCHO RIO DE LOS AMERICANOS", 1 B.M. 2

COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

AGENDA ITEM 12.4

EXHIBIT C

ASSURANCES

Airport Sponsors



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

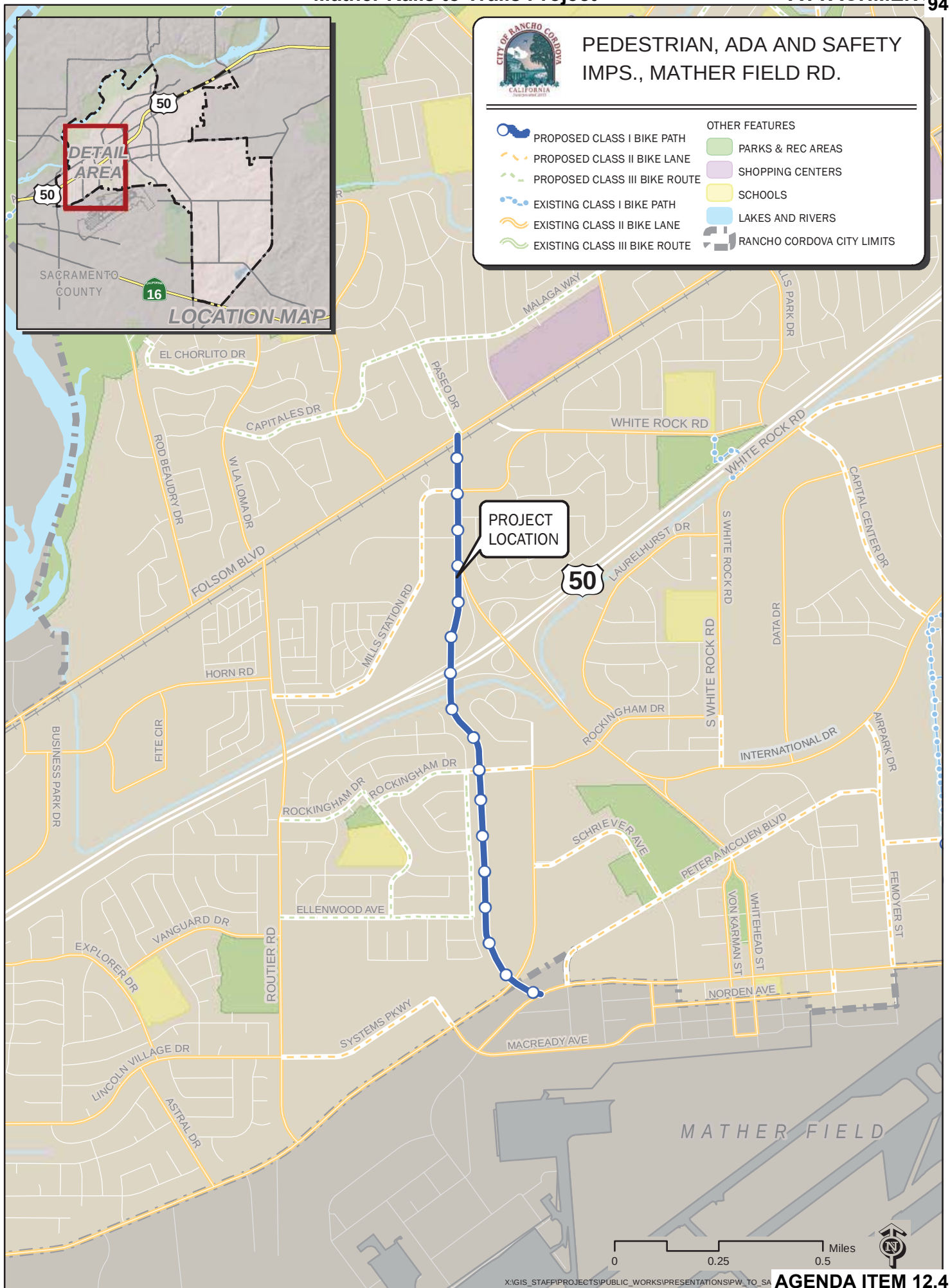
The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Senior Finance Analyst



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE JURISDICTION OF THE CITY OF RANCHO CORDOVA IN THE CALIFORNIA HOME FINANCE AUTHORITY PROPERTY ACCESSED CLEAN ENERGY (PACE) PROGRAMS AND ASSOCIATE MEMEBERSHIP IN CALIFORNIA HOME FINANCE AUTHORITY

RECOMMENDATION

Adoption of Resolutions No. 120-2015 and 124-2015.

RESULT OF RECOMMENDED ACTION

Adoption of these resolutions will allow the City to transition from the County's existing Property Accessed Clean Energy (PACE) program which is operated through Sacramento County's Community Facilities District No. 2004-1 (Clean Energy), to one of the two new PACE programs established and operated through California Home Finance Authority, a Joint Powers Authority.

BACKGROUND

On July 21, 2014, the City Council approved Resolution No. 100-2014, authorizing the City of Rancho Cordova to join the Sacramento County PACE Program by granting the annexation of lands within the territorial jurisdiction of the City to the Sacramento Community Facilities District No. 2012-1 (Clean Energy). The County is now in the process of transitioning their PACE program from the current Ygrene program to a new PACE program that will be operated by California Home Finance Authority (CHFA) and administered by Ygrene.

The County has contacted all participating cities requesting they support this transition by opting into the CHFA PACE program. Once all of the Cities that are currently participating in the County program have opted into the CHFA PACE program, Ygrene and the County will complete the wind down the current County PACE program. While no new applications will be accepted by the former County PACE program, there is no expected service interruptions for our residents since all new applications will be processed by the new CHFA program.

California Home Finance Authority, which is in the process of formally changing its name to Golden State Finance Authority, is a Joint Exercise of Powers Authority (JPA) established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act"), and the Joint Powers Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"). CHFA contracts with Ygrene Energy

Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program. To participate in the CHFA PACE programs, the City must become an Associate Member of CHFA. Associate membership requires no dues or other costs to the City, but permits participation in all CHFA programs including the PACE program.

CHFA has established two Property Assessed Clean Energy (PACE) financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHFA's PACE programs allow construction of these projects to proceed, and, in the process, stimulates building activity and the overall local economy, reduce peak energy demand, increases property values, and generates savings on utility bills for property owners.

1. **SB 555 PACE Community Facilities District:** Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

2. **AB 811 PACE Contractual Assessment Program:** By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

CHFA is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHFA intends to only implement **ONE** of the above PACE programs. Once the court enters the validation judgments, CHFA will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option.

In support of CHFA's approach, the Council is being asked to pass two resolutions that would approve the following actions:

- Resolution 120-2015 - Authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHFA SB 555 Community Facilities District.
- Resolution 124-2015 - Authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHFA AB 811 Authority PACE Program

Each resolution also authorizes CHFA (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution No. 120-2015.
2. Resolution No. 124-2015.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 120-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN
 THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO.
 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS,
 ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC
 VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP
 IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO**

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Rancho Cordova is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as **Exhibit A** hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

ATTACHMENT 1

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

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

Section 1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

Section 2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

Section 4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

Section 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

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

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

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

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
 Amended and restated December 10, 1998
 Amended and restated February 18, 1999
 Amended and restated September 18, 2002
 Amended and restated January 28, 2004
 Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

CITY OF RANCHO CORDOVA

RESOLUTION NO. 124-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN
 THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE
 ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND
 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE
 MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO**

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Ranch Cordova (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as **Exhibit A** hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

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

Section 1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

Section 2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

Section 4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

Section 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

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

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

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

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
 Amended and restated December 10, 1998
 Amended and restated February 18, 1999
 Amended and restated September 18, 2002
 Amended and restated January 28, 2004
 Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE AGREEMENT FOR PROSECUTION SERVICES WITH THE CITY OF SACRAMENTO, EXTENDING THE CONTRACT FOR SIX MONTHS

RECOMMENDATION

Adopt a Resolution No. 118-2015.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 118-2015 will approve the Second Amendment to the Agreement for Prosecution Services with the City of Sacramento's City Attorney's Office. The amendments call for a six-month extension to the contract and prosecution "office hours" in the City to increase utilization of the service.

BACKGROUND

In 2013, after careful study and consideration of several options, the City Council directed staff to enact an agreement with the City of Sacramento for municipal prosecution services. For many years, the City's local ordinances were not prosecuted by the District Attorney's office due to budget cuts and policy direction from its leadership.

The City had previously entered into agreements with the County to obtain a full-time prosecutor to handle Rancho Cordova cases. In 2009, the last year such an agreement existed, the City paid \$118,596 per year for the part-time service. In 2013 the District Attorney's office informed the City that a prosecutor through their office would cost \$220,000 per year (the cost of a full-time prosecutor).

The purpose of the agreement for prosecution services with the Sacramento City Attorney's office was to add a valuable, yet efficient, code enforcement tool to the City. By citing and prosecuting our local ordinances, the City hopes to encourage a reduction in nuisance and property crimes, prevent repeat offenders, and make the City a safer and more attractive community. The City pays \$5,098.75 per month for this service. The prosecutor represents the people of the state of California when filing these cases.

Utilization

The prosecutor went “live” in the Spring of 2014, following extensive implementation tasks and numerous officer trainings by our office and the Sacramento City Attorney’s office. Since then, 17 cases have been forwarded to the prosecutor, 14 from the Police Department and 3 from the Neighborhood Services department.

Of the cases referred by the Police Department:

- 7 involved panhandling
- 2 involved human waste disposal
- 2 involved loitering
- 1 involved trespass on private property
- 1 involved an open container violation
- 1 involved desecration of a cemetery

For all cases:

- 5 were rejected by the prosecutor based on evidentiary or procedural issues
- 6 resulted in a “failure to appear” charge and the issuance of a bench warrant
- 2 resulted in convictions
- 2 resulted in “stay away” orders related to panhandling
- 2 resulted in a dismissal following the completion of court ordered classes or other probationary tasks relevant to the violation

In addition to six training sessions conducted by our office with police officers, the City Manager’s office, the prosecutor, and the City Attorney’s office met with the Police Department regarding increasing the utilization of this service.. Those meetings have resulted in minimal increase in citations. Additionally, it is time consuming for officers to produce the report required for prosecution using the Sheriff Department’s reporting software. Although we have experimented with “citation only” cases, the court typically requires more information (and a full police report) on cases beyond a traffic infraction. RCPD POP and City Code officers continue to communicate with the Sacramento City Attorney’s Office to increase the number of prosecutions as well as streamline the filing process.

Our office is committed over the next several months to making any improvements necessary to increase utilization, including office hours and assistance with case management.

Proposed amendments to agreement with Sacramento City Attorney

This amendment to the Agreement extends the contract for municipal services with the City of Sacramento for an additional six months. The amendment does not call for any increase to the monthly cost. In order to increase utilization of the services, the amendment calls for the prosecutor to provide regular office hours at both the Police Department and Neighborhood Services Department. The prosecutor will visit the Police and Neighborhood Services departments at least twice a month; during that time he will be available to discuss particular cases, assist with necessary documentation, and help strategize the City’s approach to particular issues or geographic areas. A member of the City Attorney’s Office will also participate in these bi-monthly meetings in order to support communications and maximize service utilization.

The City Attorney's Office will provide additional training sessions to police officers regarding enforcement of the Municipal Code.

NEXT STEPS

Over the next several months staff will explore all options for prosecution services, as these may have changed based on new leadership at the District Attorney's office. Staff will return to Council for input and direction early next year on this matter.

ATTACHMENTS

1. Data on prosecution utilization.
2. Resolution No. 118-2015.

2529500.1

Matters CE - Rancho Cordova Count & Outcome

Client Sort contains 'Rancho Cordova'

Matter Description

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED]	Citation Date: 8/19/2014	Atty: Lindsey	Citing	Vitaly N. Prokopchuk	Closed Date:
Charge: 9.81.030(B)	Charge Filed:	Severity: Misdemeanor	Charge Dispo: Rejected	Outcome:	
		Details	No registry number to file complaint 11/03/14: Court Disposition - FTA; bW \$7.5K, no OR, no 863.6.		

[REDACTED]	Citation Date: 2/25/2015	Atty: Carpenter	Citing	Vitaly N. Prokopchuk	Closed Date: 3/12/2015
Charge: 9.81.030(B)	Charge Filed: 5.116.210	Severity: Misdemeanor	Charge Dispo: Accepted	Outcome: No Contest	
		Details	03/11/15: Court Disposition - def pled NC for 30 days suspended, 3 years IP w/SA from Sunrise Blvd. & Hwy-50.		

Total 2

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED]	Citation Date: 11/7/2014	Atty: Lindsey	Citing	Junior Lee	Closed Date:
Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity: Misdemeanor	Charge Dispo: Accepted	Outcome: No Contest	
		Details	12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.		

Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity: Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ	
		Details	12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.		

Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity: Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ	
		Details	12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.		

Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity: Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ	
		Details	12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.		

Matters CE - Rancho Cordova Count & Outcome

Client Sort contains 'Rancho Cordova'

Matter Description

Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity:Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ
Details 12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.				
Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity:Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ
Details 12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.				
Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity:Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ
Details 12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.				
Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity:Misdemeanor	Charge Dispo: Accepted	Outcome: CAO Dismissed/IOJ
Details 12/02/14: Court Disposition - pled NC to count 1 for Lifeskills, Level 2, and in writing, on RC's letterhead, his property at 9816 Woodhollow Way, pass a consensual code inspection by the RC Code Enforcement Division of the property's exterior, including, front yard, backyard, and any physical structure on the property. All other counts DIJ. 03/05/15: Court Disposition - Def showed proof of completion.				
Total				1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED]	Citation Date: 9/29/2014	Atty:Lindsey	Citing	Steven Gonzales	Closed Date: 1/27/2015
Charge: 9.04.030(B)	Charge Filed: 9.04.030(B)	Severity:Misdemeanor	Charge Dispo: Accepted	Outcome: No Contest	
Details 10/23/14: Court Disposition - def pled NC for DEJ, Life Skills, Level 1, so J&S stayed until 1/23/15 for proof of completion. Per court website, POH shown, case dismissed.					
Total					1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED]	Citation Date: 8/7/2014	Atty:Lindsey	Citing	C. Simpson	Closed Date: 1/28/2015
Charge: 9.81.030(B)	Charge Filed:	Severity:Infraction	Charge Dispo: Rejected	Outcome:	
Details 09/02/14: COMPLAINT NOT FILED BY INTAKE DUE TO NO REGISTRY NUMBER ASSIGNED TO DEFENDANT/CITATION.					

Matters CE - Rancho Cordova Count & Outcome

Client Sort contains 'Rancho Cordova'

Matter Description

The packet was returned to us w/a registry number. We will file the complaint when/if the defendant has a new court date for another case.

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED] Citation Date: 5/8/2014 Atty:Lindsey Citing C. Simpson Closed Date: 2/27/2015

Charge: 9.81.030(B) Charge Filed: Severity:Misdemeanor Charge Dispo: Rejected Outcome:

Details

[REDACTED] Citation Date: 1/16/2015 Atty:Carpenter Citing Connor Milligan Closed Date:

Charge: 9.81.030(B) Charge Filed: 9.81.030(B) Severity:Misdemeanor Charge Dispo: Accepted Outcome:

Details 02/19/15: Court Disposition - FTA; BW \$1K.

Total 2

Matter Description (First Line): General Questions/Rancho Cordova FY 14-15 (GLM)

General Citation Date: Atty:Martinez Citing Katherine Anna Cook Closed Date: 6/30/2015

Total 1

Matter Description (First Line): General Questions/Rancho Cordova FY 15-16 (GLM)

General Citation Date: Atty:Martinez Citing Katherine Anna Cook Closed Date:

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED] Citation Date: 8/25/2014 Atty:Lindsey Citing Corey Johnson Closed Date: 10/28/2014

Charge: 9.78.010 Charge Filed: 9.78.010RCC Severity:Misdemeanor Charge Dispo: Accepted Outcome: CAO Dismissed/IOJ

Details 09/18/14: Court Disposition - FTA; BW \$5.5K.
10/27/14: Court Disposition - DIJ - due to def been in custody for 5 days.

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED] Citation Date: 11/7/2014 Atty:Lindsey Citing Steven Forsyth Closed Date: 12/2/2014

Charge: 9.82.010 Charge Filed: Severity:Misdemeanor Charge Dispo: Rejected Outcome:

Details

CAO is rejecting this case because:
Suspect [REDACTED] may have been "loitering" as defined in RCMC 9.82.010. But loitering is not a crime under RCMC 9.82.020 until at least one of the seven (7) elements listed in RCMC 9.82.020 exists while the loitering is occurring.

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED] (Rancho Citation Date: 5/3/2015 Atty:Lindsey Citing Junior Lee Closed Date:

Matters CE - Rancho Cordova Count & Outcome

Client Sort contains 'Rancho Cordova'

Matter Description

Charge: 1.01.190(K) Charge Filed: 1.01.190(K) Severity: Misdemeanor Charge Dispo: Accepted Outcome:

Details 06/30/15: Court Disposition - FTA; BW \$15.5K.

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

Citation Date: 7/10/2014 Atty: Anderson Citing C. Simpson Closed Date:

Charge: 9.81.030(B) Charge Filed: 9.81.030(B) Severity: Misdemeanor Charge Dispo: Accepted Outcome:

Details 08/06/14: Court Disposition - FTA; BW \$5K.

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

Citation Date: 5/20/2014 Atty: Anderson Citing C. Simpson Closed Date: 10/24/2014

Charge: 9.81.030(B) Charge Filed: 9.81.030(B) Severity: Misdemeanor Charge Dispo: Accepted Outcome: No Contest

Details 06/09/14: Court Disposition - FTA; BW \$3.5K.
10/16/14: Court Disposition - cont'd to 10/23/14.
10/23/14: Court Disposition - def pled NC for zero days; 3 years IP
w/SA from intersection of Sunrise Blvd., and U.S. 50

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

Citation Date: 10/12/2014 Atty: Lindsey Citing William Vernon Closed Date:

Charge: 9.80.010 Charge Filed: 9.80.010 Severity: Misdemeanor Charge Dispo: Accepted Outcome:

Details 10/29/14: Court Disposition - FTA; BW \$7.5K, no OR, no 853.6

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

(Rancho Citation Date: 11/5/2014 Atty: Carpenter Citing Eric Steindorf Closed Date: 12/2/2014

Charge: 9.82.010 Charge Filed: Severity: Misdemeanor Charge Dispo: Rejected Outcome:

Details CAO is rejecting this case because:
There is no report by a peace officer, security guard, or Crazy for Yogurt employee regarding how and why the Notice of Trespass, dated 12/14/13, was issued and served. Also, the Crazy for Yogurt employee, [REDACTED], from the 12/14/13, incident, has not worked there for at least eight months.

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

Citation Date: 2/24/2015 Atty: Carpenter Citing Vitaly N. Prokopchuk Closed Date: 3/25/2015

Charge: 9.93.020 Charge Filed: 9.93.020 RCC Severity: Charge Dispo: Accepted Outcome: Guilty

Details 03/16/15: Court Disposition - FTA; BW \$10.5K.
03/24/15: Court Disposition - pled G for 7 days cts.

Total 1

Matters CE - Rancho Cordova Count & Outcome

Client Sort contains 'Rancho Cordova'

Matter Description

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED]	Citation Date: 12/15/2014	Atty: Carpenter	Citing	Michael Rodriguez	Closed Date:
Charge: 1.01.190(K)	Charge Filed: 1.01.190(K)	Severity: Misdemeanor	Charge Dispo: Accepted	Outcome:	
Details 01/07/15: Court Disposition - FTA; BW \$25.5K, no OR, no 853.6.					

Total 1

Matter Description (First Line): [REDACTED] (Rancho Cordova)

[REDACTED] (Rancho	Citation Date: 3/13/2014	Atty: Lindsey	Citing	Jeremy Day	Closed Date: 4/23/2014
Charge: 9.78.010	Charge Filed:	Severity: Infraction	Charge Dispo: Rejected	Outcome:	
Details Per GPL, this citation was sent to the CAO fewer than 3 days (less than one day) prior to the court hearing, so there was not time afforded to get the citation on the court's calendar as a criminal case.					

Total 1

Total 19

ATTACHMENT 2**CITY OF RANCHO CORDOVA****RESOLUTION NO. 118-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE THE SECOND
AMENDMENT TO THE AGREEMENT FOR MUNICIPAL PROSECUTION SERVICES WITH
THE CITY OF SACRAMENTO**

WHEREAS, the Sacramento County District Attorney's office has not prosecuted misdemeanor violations of the Rancho Cordova Municipal Code for several years; and

WHEREAS, Rancho Cordova desires to employ a prosecutor, pursuant to Government Code section 36900, to enforce misdemeanor violations of its Municipal Code to preserve the public health, safety, and welfare of Rancho Cordova and the surrounding region; and

WHEREAS, the City of Sacramento has had prosecutors in place for more than a decade and is familiar with criminal and court procedures, and has established relationships with court personnel, the office of the Public Defender and the District Attorney, which are valuable to successful prosecution; and

WHEREAS, based on the above reasons, Rancho Cordova entered into an Agreement with the Sacramento City Attorney's office in September of 2013 to act as prosecutor for the purpose of prosecuting misdemeanor violations of the Rancho Cordova Municipal Code; and

WHEREAS, the City Council now desires to extend this Agreement for six months and during that time staff will work with the Police Department to increase utilization of prosecution services, improve the service, and investigate alternatives that may be available based on new leadership in the District Attorney's office .

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager and the City Attorney to execute the Second Amendment to the Agreement for Prosecution Services with the City of Sacramento City Attorney's Office, attached hereto as Exhibit A, to extend the agreement for six months and to increase on-site visitation hours.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2529505.1

EXHIBIT A**SECOND AMENDMENT TO CONTRACT NO. 137-2013, THE AGREEMENT FOR PROSECUTION SERVICES BETWEEN THE CITY OF RANCHO CORDOVA AND THE CITY OF SACRAMENTO**

This Second Amendment to the Agreement for Prosecution Services between the City of Rancho Cordova and the City of Sacramento (the "Second Amendment") is entered into as of October 5, 2015 (the "Effective Date"), by and between the City of Rancho Cordova, a California municipal corporation ("Rancho Cordova"), and the City of Sacramento, a California Municipal Corporation ("Sacramento"). Rancho Cordova and Sacramento are hereinafter collectively referred to as the "Parties."

RECITALS

- A. On September 16, 2013, the Rancho Cordova City Council authorized the City Manager to execute the Agreement for Prosecution Services between Rancho Cordova and Sacramento (the "Agreement") to enable Rancho Cordova to contract with Sacramento, through its City Attorney's office, for prosecution services.
- B. The First Amendment to the Agreement was enacted on November 19, 2013 to amend the compensation provision and details regarding facilities and equipment.
- C. Rancho Cordova now desires to extend these services until April 4, 2016 and to add office hours to the services provided by the municipal prosecutor.

NOW, THEREFORE, the Parties to this Second Amendment agree as follows:

Section 1. Term of Services.

Section 1.1 of the Agreement is hereby amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and end on April 4, 2016, unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8.

Section 2. Office Hours.

Section 1.2 (c) is hereby added to the Agreement to read as follows:

c. Office Hours. The appointed Prosecutor shall be available for regular office hours, as necessary, up to six hours per month at the Rancho Cordova Police Department and the Rancho Cordova Neighborhood Services Department. The Rancho Cordova City Attorney's office will assist in coordinating the hours.

Section 3. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.

EXHIBIT A

Section 4. The signatures of the Parties to this Second Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Second Amendment, shall constitute one complete Amendment.

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

CITY OF SACRAMENTO,
a California municipal corporation

James C. Sanchez, Sacramento City Attorney

Reviewed as to Form:

Gustavo L. Martinez, Supervising Deputy City Attorney

CITY OF RANCHO CORDOVA,
a California municipal corporation

Cyrus Abhar, Interim City Manager

Attest:

Mindy Cuppy, City Clerk

Reviewed as to Form:

Adam U. Lindgren, City Attorney
2530989.1

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Principal Planner



**SUBJECT: SUNRIDGE PLAZA ALCOHOL SALES CONDITIONAL USE PERMIT;
PROJECT NO. DD9612 – LOCATED AT THE SOUTHWEST CORNER OF
SUNRISE BOULEVARD AND DOUGLAS ROAD.**

PROPERTY OWNER: Donahue Schriber Realty Group L.P. Mr. Dave Mossman 200 E. Baker Street, Suite 100 Costa Mesa, CA 92626	REPRESENTATIVE: RSC Engineering, Inc. Ms. Tiffany Wilson 2250 Douglas Boulevard, Suite 150 Roseville, CA 95661
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PROJECT: Sunridge Plaza Alcohol Sales FILE: DD9612 LOCATION: Within the future Sunridge Plaza to be located at the southwest corner of Sunrise Boulevard and Douglas Road APN: APN 067-0030-038 PLANNER: Jessica Jordan, Principal Planner	
--	--

RECOMMENDATION

Adopt Resolution 122-2015.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 122-2015 would approve a Conditional Use Permit for alcoholic beverage sales incidental to grocery sales at the future Sunridge Plaza.

BACKGROUND

The proposed Conditional Use Permit would permit alcoholic beverage sales within the future Sunridge Plaza commercial center, to be located at the southwest corner of Sunrise Boulevard and Douglas Road. The Sunridge Plaza development was approved in April 2004 by the City Council and will be developed in the near future, consistent with the 2004 approvals. The future shopping center will include approximately 86,000 square feet of commercial building space, anchored by a future grocery store tenant, two shops buildings, five pad buildings, and a gas station. The subject property is zoned General Commercial and Sunridge GC Overlay Zone.

Sunridge Plaza Site Plan



REQUIRED PERMITS AND REGULATORY BASIS

The project request includes the following entitlements:

- A. Conditional Use Permit – Chapter 23.134 of the Zoning Code establishes the process for acquiring a Conditional Use Permit and the findings to support such a request. Table 23.316-1 establishes the requirement for a Conditional Use Permit for Alcoholic Beverage Sales in the General Commercial zone.

The following permits will be required subsequent to the approval of this permit:

- Building Permits

ANALYSIS

The applicant has requested a Conditional Use Permit (CUP) to allow alcoholic beverage sales within the grocery store tenant space of the future Sunridge Plaza shopping center. There is currently no specific tenant for which this request is being made. The applicant would like to obtain the CUP to provide flexibility to the future grocery tenant that will occupy this space. The CUP would run with the grocery tenant space (labeled Major A on the site plan above). This CUP only permits alcoholic beverage sales in conjunction with and incidental to grocery sales.

Upon submittal of the application, staff provided details of the proposed request to interested agencies, specifically, the Rancho Cordova Police Department (RCPD). RCPD did not identify any concerns with the proposed sale of alcoholic beverages in this location. As is common practice, the City's standard limitations on alcoholic beverages sales are included as conditions of approval for this project. With imposition of these conditions, staff recommends approval of the CUP for this location.

FISCAL IMPACT

The City anticipates that this project would have an increase in revenues from sales tax generated by the future alcoholic beverage sales and overall buildout of the Sunridge Plaza shopping center.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15061 (General Rule). The proposed CUP for alcoholic beverage sales is an activity anticipated within the scope of the General Plan EIR, requiring no further environmental review. Further environmental review is not required because the Conditional Use Permit does not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162. Furthermore, this standard Conditional Use Permit that will not result in a direct, or reasonably foreseeable indirect, physical change in the environment.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15061 and

adopt Resolution 122-2015 approving the Conditional Use Permit for the Sunridge Plaza Alcoholic Beverage Sales, subject to the findings and Conditions of Approval (**Exhibit A**).

ATTACHMENTS

1. Resolution 122-2015, including Conditions of Approval (**Exhibit A**).
2. 500' Radius Map and Mailing Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 122-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT FOR ALCOHOLIC
BEVERAGE SALES AT THE FUTURE SUNRIDGE PLAZA, PROJECT NO. DD9612**

WHEREAS, on September 14, 2015, the City of Rancho Cordova ("City") received an application from RSC Engineering, Inc. ("Applicant") for a Conditional Use Permit to allow alcoholic beverage sales incidental to grocery sales within the future Sunridge Plaza shopping center, to be located at the southwest corner of Sunrise Boulevard and Douglas Road; and

WHEREAS, the City Council approved the Sunridge Plaza development in April 2004 and the property owner will likely begin construction in the near future; and

WHEREAS, the applicant desires a Conditional Use Permit to allow alcoholic beverage sales incidental to future grocery sales within the "Major A" tenant space on the Sunridge Plaza site plan, approved in 2004; and

WHEREAS, the project was routed to all responsible agencies and no adverse comments or concerns were identified; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize and adopt Resolution 122-2015 approving a Conditional Use Permit for Alcoholic Beverage Sales at the future Sunridge Plaza, subject to the attached Conditions of Approval (**Exhibit A**), based on the following findings.

1. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and Categorically Exempt under Section 15061 (General Rule). The proposed Conditional Use Permit is an activity anticipated within the scope of the General Plan EIR and requires no further environmental review because the proposed permit does not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162. Furthermore, issuance of the Conditional Use Permit will not result in a direct or reasonably foreseeable indirect, physical change in the environment.
2. Conditional Use Permit: Zoning Code section 23.134.030 states that if the City Council must make all of these findings to approve the Conditional Use Permit (CUP). The following are each of the required findings and evidence to support them:

ATTACHMENT 1

- a) Finding: The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

Evidence: The current proposal for a Conditional Use Permit (CUP) would allow the sale of alcoholic beverages incidental to grocery sales within the future "Major A" grocery tenant within the future Sunridge Plaza shopping center. The subject property is currently vacant but will be developed in the near future with a typical commercial development various buildings, shared parking lot, landscaping, gathering spaces, and appropriate lighting. Future commercial tenants to be located within the shopping center will not result in an increase of adverse impacts on traffic, noise, vibration, exhaust/emissions, light, glare, erosion odor, dust, visibility, safety, or aesthetic considerations beyond that previously anticipated in the April 2004 project approvals.

- b) Finding: The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other reasonable conditions of approval.

Evidence: Alcoholic beverage sales at this location has been reviewed and approved by the Rancho Cordova Police Department (RCPD). RCPD did not identify any concerns regarding the proposal. The applicant will be subject to regulations from the state Alcohol Beverage Control as part of standard licensure. Conditions of approval for the project would ensure that alcoholic beverage sales remain incidental to grocery sales. No further mitigation is necessary.

- c) Finding: All required public facilities have adequate capacity to serve the proposal.

Evidence: There are no physical improvements or changes proposed related to the sale of alcoholic beverages. The project site is currently vacant but, will be developed in the near future with a typical shopping center with adequate infrastructure. The CUP cannot be enacted until a grocery store exists on the property.

- d) Finding: The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.

Evidence: There are no physical improvements or changes proposed for this alcoholic beverage sales CUP. Any future change related to alcoholic beverage sales at the site would require further permitting, either an amended CUP, design review, or other applicable mechanism based on the scope of the project at the time.

- e) Finding: If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the zoning code, where feasible.

Evidence: The project does not involve any nonconforming uses or structures.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

Conditions of Approval

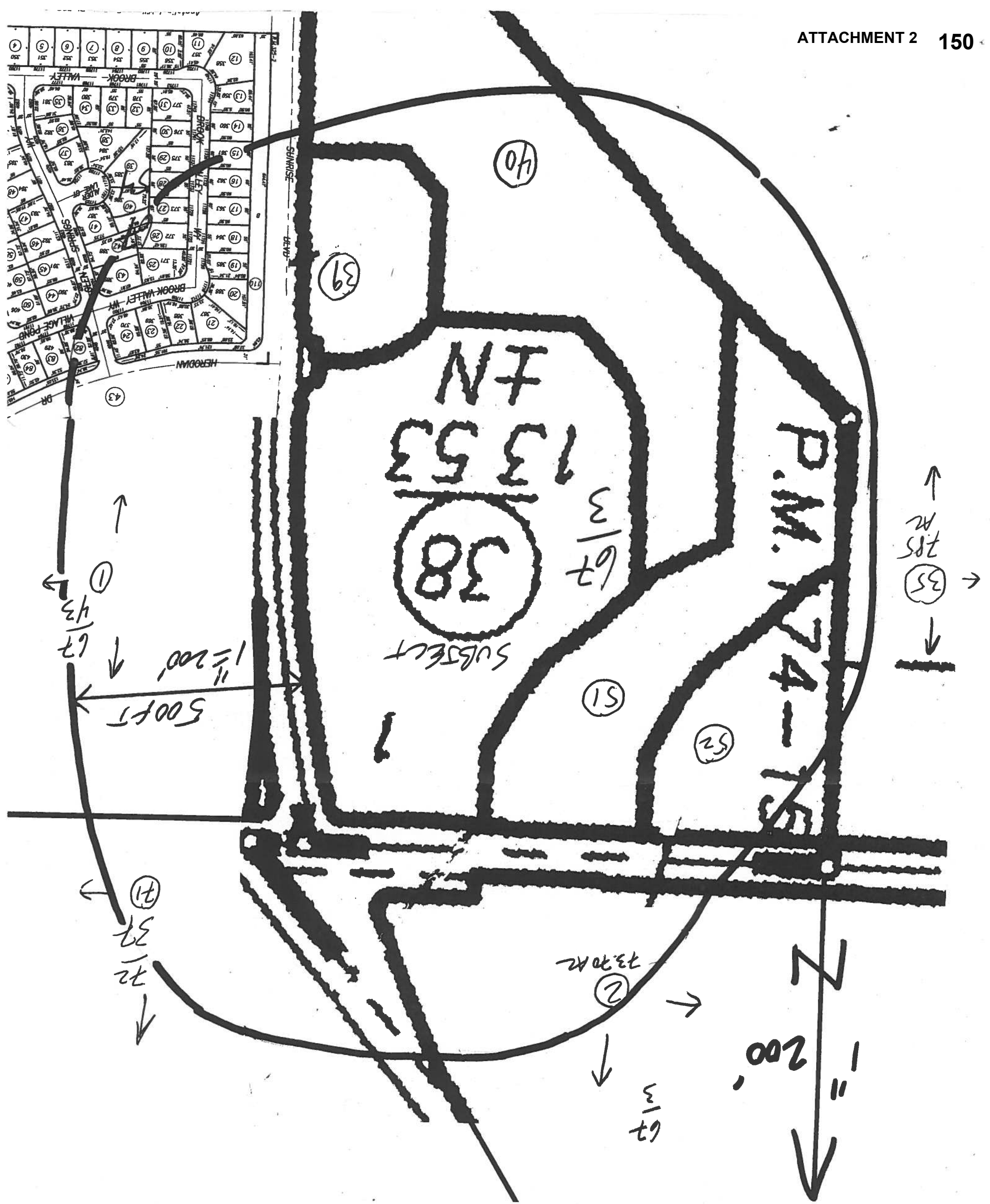
EXHIBIT A

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The approved entitlement is for a Conditional Use Permit to allow alcoholic beverage sales incidental to grocery sales within the future Sunridge Plaza commercial center located at the southwest corner of Sunrise Boulevard and Douglas Road (APN 067-0030-038), subject to the conditions of approval herein, for project number DD9612.	Project Description	On-Going	Planning	
2.	The applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	General	On-Going	Public Works	
5.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	General	On-Going	Planning	
6.	The permit holder is hereby notified that failure to comply with any one of these conditions may result in the revocation of this permit, pursuant to the City of Rancho Cordova Zoning Code.	General	On-Going	Planning	

Conditions of Approval

EXHIBIT A

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
7.	The applicant/property owner shall obtain a license for alcohol sales from Alcohol Beverage Control in a timely manner prior to sale of any such beverage. The applicant/property owner shall comply with all ABC regulations regarding sales, security, location, etc.	General	On-Going	Planning	
8.	The sale of alcoholic beverages shall remain an incidental part of grocery sales.	General	On-Going	Planning	



067-0030-038
DONAHUE SCHRIBER RLTY GROUP L P
5694 MISSION CTR #800
SAN DIEGO CA 92108

067-0030-039
OCCUPANT
4050 SUNRISE BLVD
MATHER CA 95655

067-0030-071
CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

067-0540-014
ELIZABETH & JERMAINE M SHEPPARD
11740 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-016
OCCUPANT
11732 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-019
MECHELLE D JOHNSON
11720 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-022
RICHARD A & KIM M MARTIN
11708 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-025
BAMBANG KUSUMO
11721 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-028
JESUS M & MADELINE T SIDECO
11733 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-040
OCCUPANT
11721 ALDER LAKE CT
RANCHO CORDOVA CA 95742

067-0030-002/0540-109,110
CORDOVA PARK AND RECREATION
DISTRICT
2729 PRSPCT PARK DR #230
RANCHO CORDOVA CA 95670

067-0030-040
SUNDANCE SACRAMENTO RHNC
1990 3RD ST #400
SACRAMENTO CA 95811

067-0430-001
ANATOLIA LLC
7700 COLLEGE TOWN DR #101
SACRAMENTO CA 95826

067-0540-015
PHIEM H TRAN
11736 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-017
OSCAR & LYDIA UNTALASCO
10116 COUNTRYSIDE WAY
SACRAMENTO CA 95827

067-0540-020
PAWAN KUMAR
11716 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-023
REBECCA A ASP
11704 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-026
GENNADIY & EMMA TARVERDYAN
11725 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-029
ERNESTO V & NATIVIDAD P EVANGELISTA
11737 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-042
RAJIV & SANGITA ARYA
4058 GLEN SPRINGS WAY
RANCHO CORDOVA CA 95742

067-0030-039
KOIDACKEL LLC
PO BOX 1159
DEERFIELD IL 60015

067-0030-051,052
CSS PROPERTIES LLC
950 GLENN DR #250
FOLSOM CA 95630

067-0540-013
ANTHONY & LINDSAY KING
11744 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-016
MOTASIM EL HASSAN
PO BOX 1795
FOLSOM CA 95763

067-0540-018
ADINA VARAREANU
11724 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-021
SORGEA FAMILY TRUST
11712 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-024
RYAN & MOHINITA SINGH
11700 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-027
ALBERTO GARCIA
11729 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-040
JACK S JOSE
1311 CHIGNAHUAPAN WAY
ROSEVILLE CA 95747

067-0540-043
OCCUPANT
4054 GLEN SPRINGS WAY
RANCHO CORDOVA CA 95742

067-0540-043
STUART C NOLTING REVOCABLE LIVING
TRUST
7411 APRIL ST
ORANGEVALE CA 95662

067-0540-082
CHRISTIAN AMPANIA
8513 THORNBERRY DR
ANTELOPE CA 95843

067-0540-082
OCCUPANT
11798 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

072-0370-071
ELLIOTT WHITEROCK LLC
340 PALLADIO PKWY #521
FOLSOM CA 95630

MEMORANDUM



DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Interim Public Works Director

SUBJECT: ORDINANCE AMENDING SECTIONS 10.50.010 AND 10.50.020 OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING ENGINEERING TRAFFIC STUDIES ON SPECIFIC STREETS TO BE IN COMPLIANCE WITH STATE LAW AND TO ESTABLISH RADAR ENFORCEABLE SPEED LIMITS ON THE ROADS LISTED IN THE ORDINANCE

RECOMMENDATION

Introduce and waive the first reading of Ordinance No. 13-2015.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance No. 13-2015 would allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the ordinance.

BACKGROUND

State law establishes the process for setting speed limits for roadways in California. The California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CAMUTCD) contain the guidelines and processes that must be followed in order to make speed limits radar enforceable. Certain roadways are assigned speed limits by default, such as 15 mph in alleys, 25 mph for residential and business districts, 55 mph on 2-lane undivided highways and 65 mph on all other roadways. Those speed limits do not require an additional study to be radar enforceable as they are established by law.

To justify a radar enforceable posted speed limit other than the default speed limit established by the CVC, local jurisdictions are required to conduct and approve Engineering and Traffic Surveys (ETS). An ETS is based on two factors; the measured 85th percentile speed (that speed at which 85% of the traffic is traveling at or below) and whether or not "conditions not readily apparent to motorists" are present.

The City has experienced a great amount of change and growth since 2004 when this ordinance was originally approved. In the interest of public safety, staff has completed 69 ETS to determine the appropriate speed limits for these roads. A summary of the speed surveys is shown in Section 3 and a copy of the complete set of speed surveys is available at the Clerk's Office for Council's review.

Adoption of this ordinance will result in reducing the speed limit on White Rock Rd., between Mills Station Road and Mills Park Drive, from 30 mph to 25 mph. All other posted speed limits remain unchanged. This ordinance establishes radar enforceable speed limits on the listed streets.

ATTACHMENT

Ordinance No. 13-2015.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 13-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING SECTIONS 10.50.010 AND 10.50.020 OF CHAPTER 10.50 OF TITLE 10
OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING REDUCED
SPEED LIMITS ON SPECIFIC STREETS**

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

Section 1. Purpose and Declarations.

WHEREAS, California Vehicle Code Section 22358 authorizes the City of Rancho Cordova ("City") to determine and declare by ordinance a prima facie speed limit less than the speed limit set forth in Vehicle Code Section 22349 if the City determines upon the basis of an engineering and traffic survey that the speed limit set forth in Vehicle Code Section 22349 is more than is reasonable or safe upon any portion of any street other than a state highway where the speed limit set forth in Vehicle Code Section 22349 is applicable; and

WHEREAS, an engineering and traffic survey ("Survey") was conducted by the City; and

WHEREAS, the Survey established speed limits for certain City streets, as set forth in Section 3; and

WHEREAS, the City Council has determined that the speed limits set forth in the Survey are most appropriate to facilitate the orderly movement of traffic within the City and are reasonable and safe; and

WHEREAS, this ordinance would modify Rancho Cordova Municipal Code section 10.50.010 and 10.50.020 by establishing speed limits for certain City streets, based upon the results of the Survey.

Section 2. Amendment of Code. Section 10.50.010 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

10.50.010 Determination and declaration of prima facie speed limits.

The city council approves and adopts the engineering and traffic surveys dated October 5, 2015, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The city council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The city council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof.

Section 3. Amendment of Code. Section 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

10.50.020 Prima Facie Speed Limits Declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies:

1. Anatolia Drive:
 - a. Between Pyxis Circle and Herodian Drive, 25 mph;
2. Baroque Drive:
 - a. Between Zinfandel Drive and Zinfandel Drive, 35 mph;
3. Bear Hollow Drive:
 - a. Between Zinfandel Drive and North Mather Boulevard, 35 mph;
4. Business Park Drive:
 - a. Between Horn Road and Bradshaw Road, 35 mph;
5. Canyonlands Drive:
 - a. Between Branigan Lake Way and Preserve Way, 25 mph;
6. Capital Center Drive:
 - a. Between White Rock Road and International Drive, 35 mph;
7. Chase Drive:
 - a. Between Coloma Road and Hagan Park, 25 mph;
8. Chrysanthy Boulevard:
 - a. Between Sunrise Boulevard and end of street, 40 mph;
9. Coloma Road:
 - a. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;
10. Country Gardens Drive:
 - a. Between Kiefer Boulevard and Rancho Cordova Parkway, 25 mph;
11. Data Drive:
 - a. Between International Drive and White Rock Road, 35 mph;
12. Disk Drive:
 - a. Between Data Drive and Prospect Park Drive, 35 mph;
13. Douglas Road:
 - a. Between Sunrise Boulevard and Rancho Cordova Parkway, 55 mph,
 - b. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
14. Explorer Drive:
 - a. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;
15. Femoyer Street:
 - a. Between Mather Boulevard and International Dr., 40 mph;
16. Fitzgerald Road:
 - a. Between White Rock Road and Recycle Road, 35 mph;
17. Folsom Boulevard:
 - a. Between Horn Road and Routier Road, 45 mph,
 - b. Between Routier Road and Cordova Lane, 40 mph,
 - c. Between Cordova Lane and Sunrise Boulevard, 45 mph,
 - d. Between Sunrise Boulevard and Hazel Avenue, 45 mph;
18. Georgetown Drive:
 - a. Between Coloma Road and McGregor Drive, 25 mph;

19. Gold Camp Drive:
 - a. Between Sun Center Drive and Prospect Park Drive, 35 mph;
20. Gold Canal Drive:
 - a. Between Sun Center Drive and White Rock Road, 35 mph;
21. Gold Center Drive:
 - a. Between Zinfandel Drive and Prospect Park Drive, 35 mph,
 - b. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;
22. Horn Road:
 - a. Between Routier Road and Paseo Rio Way, 35 mph;
23. International Drive:
 - a. Between Mather Field Road and Sunrise Boulevard, 45 mph;
24. Kilgore Road:
 - a. Between Folsom Boulevard and White Rock Road, 35 mph,
 - b. Between White Rock Road and Baroque Way, 45 mph;
25. Lincoln Village:
 - a. Between Bradshaw Road and Draco Drive, 35 mph,
 - b. Between Draco Drive and Routier Road, 25 mph;
26. Luyung Drive:
 - a. Between White Rock Road and Mechanical Drive, 35 mph;
27. Mather Field Road:
 - a. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;
28. McGregor Drive:
 - a. Between Folsom Boulevard and Coloma Road, 30 mph;
29. Mills Park Drive:
 - a. Between White Rock Road and Folsom Boulevard, 25 mph;
30. Mills Station Drive:
 - a. Between Routier Road and Mather Field Road, 35 mph,
 - b. Between Mather Field Road and White Rock Road, 25 mph;
31. Monier Circle:
 - a. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;
32. Old Placerville Road:
 - a. Between Systems Parkway and Rockingham Drive, 45 mph;
33. Olson Drive:
 - a. Between Mills Park Drive and Zinfandel Drive, 25 mph,
 - b. Between Zinfandel Drive and Folsom Boulevard, 35 mph;
34. Paseo Drive:
 - a. Between Folsom Boulevard and Las Casas Way, 25 mph;
35. Peter A McCuen Boulevard
 - a. Mather Boulevard and Femoyer Street, 30 mph;
36. Prospect Park Drive:
 - a. Between White Rock Road and White Rock Road, 35 mph,
 - b. Between White Rock Road and Baroque Way, 35 mph;
37. Quality Drive:
 - a. Between International Drive and White Rock Road, 35 mph;

- 38. Recycle Road:
 - a. Between Sunrise Boulevard and Elks Circle, 30 mph;
- 39. Reserve Drive:
 - a. Between Data Drive and International Drive, 35 mph;
- 40. Rockingham Drive:
 - a. Between Mather Field Road and S White Rock Road, 25 mph,
 - b. Between Mather Field Road and Old Placerville Road, 35 mph;
- 41. Routier Road:
 - a. Between Old Placerville Road and Folsom Boulevard, 40 mph;
- 42. S. White Rock Road:
 - a. Between International Drive and White Rock Road, 25 mph;
- 43. Sun Center Drive:
 - a. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;
- 44. Sunrise Boulevard:
 - a. Between Jackson Road and Kiefer Boulevard, 55 mph;
 - b. Between Kiefer Boulevard and Douglas Road, 55 mph;
 - c. Between Douglas Road and White Rock Road, 50 mph;
 - d. Between White Rock Road and Folsom Boulevard, 45 mph;
 - e. Between Folsom Boulevard and the American River Bridge, 45 mph;
- 45. Trade Center Drive:
 - a. Between Sun Center Road and Mercantile Road, 35 mph;
- 46. Trinity River Drive:
 - a. Between Coloma Road and Sunrise Boulevard, 30 mph;
- 47. Vanguard Drive:
 - a. Between Explorer Drive and Routier Road, 25 mph;
- 48. White Rock Road:
 - a. Between Mills Station Road and Mills Park Drive, 25 mph,
 - b. Between S. White Rock Road and Zinfandel Drive, 40 mph,
 - c. Between Zinfandel Drive and Sunrise Boulevard, 45 mph;
- 49. Zinfandel Drive:
 - a. Between Sunrise Boulevard and Folsom Boulevard, 30 mph,
 - b. Between Folsom Boulevard and White Rock Road, 35 mph,
 - c. Between White Rock Road and International Drive, 40 mph,
 - d. Between International Drive and city limits, 45 mph

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date. Within fifteen (15) days from and after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: October 5, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Interim City Manager

SUBJECT: **VISIONING PROCESS FOR THE CORDOVA COMMUNITY POOL**



RECOMMENDATION

Initiate a process, in partnership with Cordova Recreation and Park District (CRPD), to engage the community in a visioning process to identify the improvements that are desired by the residents for the City's proposed investment in the Community Pool.

RESULT OF RECOMMENDED ACTION

The City is inviting the Cordova Blue Marlins and the Cordova Recreation and Park District to collaborate in visioning sessions to explore a variety of issues and options related to the Cordova Community Pool. The City has committed to provide up to \$3 Million in additional funding to the Cordova Recreation and Park District to help support the new or renovated pool construction, subject to proper community outreach and technical analysis. The visioning process will identify opportunities to use that funding to maximize improvements to the pool and protect the community's investment in it.

BACKGROUND

The Cordova Community Pool, constructed in the 1960's and owned by CRPD, has been a treasured community asset enjoyed by generations of families, children and Cordova Blue Marlins swim team. Unfortunately, the pool has deteriorated and was recently closed.

In June 2015, as part of the Community Enhancement Funds (Measure H) process, the City received a funding request for \$1.35 Million from CRPD to support a project to repair the existing pool. While the City Council recognized that the Pool is an important resource in our community, they felt that more needed to be done to ensure that the pool is upgraded and improved for City residents. The City is interested in more than a repair of the existing pool.

The City Council directed staff to engage in an open community visioning process in partnership with CRPD to fully explore the community's evolving needs presently and into the future.

At a special Council meeting on September 28, 2015, the City Council approved a Resolution of Support for the Community Pool. The Resolution commits the City to provide up to \$3 Million in additional funding for construction of the pool, following the interactive visioning process to identify an appropriate plan and associated cost estimate for the Cordova Community Pool facility. Adoption of this Resolution of Support is a positive step to improve, build and maintain an enhanced community pool that will be enjoyed by many generations of Rancho Cordovans.

Some residents have expressed concerns that the proposed process may delay the anticipated repair project. We are prepared to take all necessary steps to ensure that there are no unnecessary delays. We also have a fiducial responsibility to make sure that the City's investment is made wisely. It is imperative that we identify long term operations and maintenance needs and do not rush into a repair project using precious tax dollars that may not meet the long term needs and desires of the community.

Staff also recommends that the City, in collaboration with CRPD, consider and explore available options to partner with a private facility on a temporary basis for the 2016 swim season as we embark on a visioning process to identify opportunities to repair, enhance and upgrade the existing pool.

FISCAL IMPACT

Funding support for the Cordova Community Pool will be from City's future Community Enhancement and Park Renovation Funds.



Cordova Community Pool at Hagan Park

Cordova Community Pool

**City Council Meeting
October 5, 2015**

**Cordova Community Pool
at Hagan Park**

Cordova Community Pool **Background**



Owned and Operated by Cordova
Recreation and Park District (CRPD)



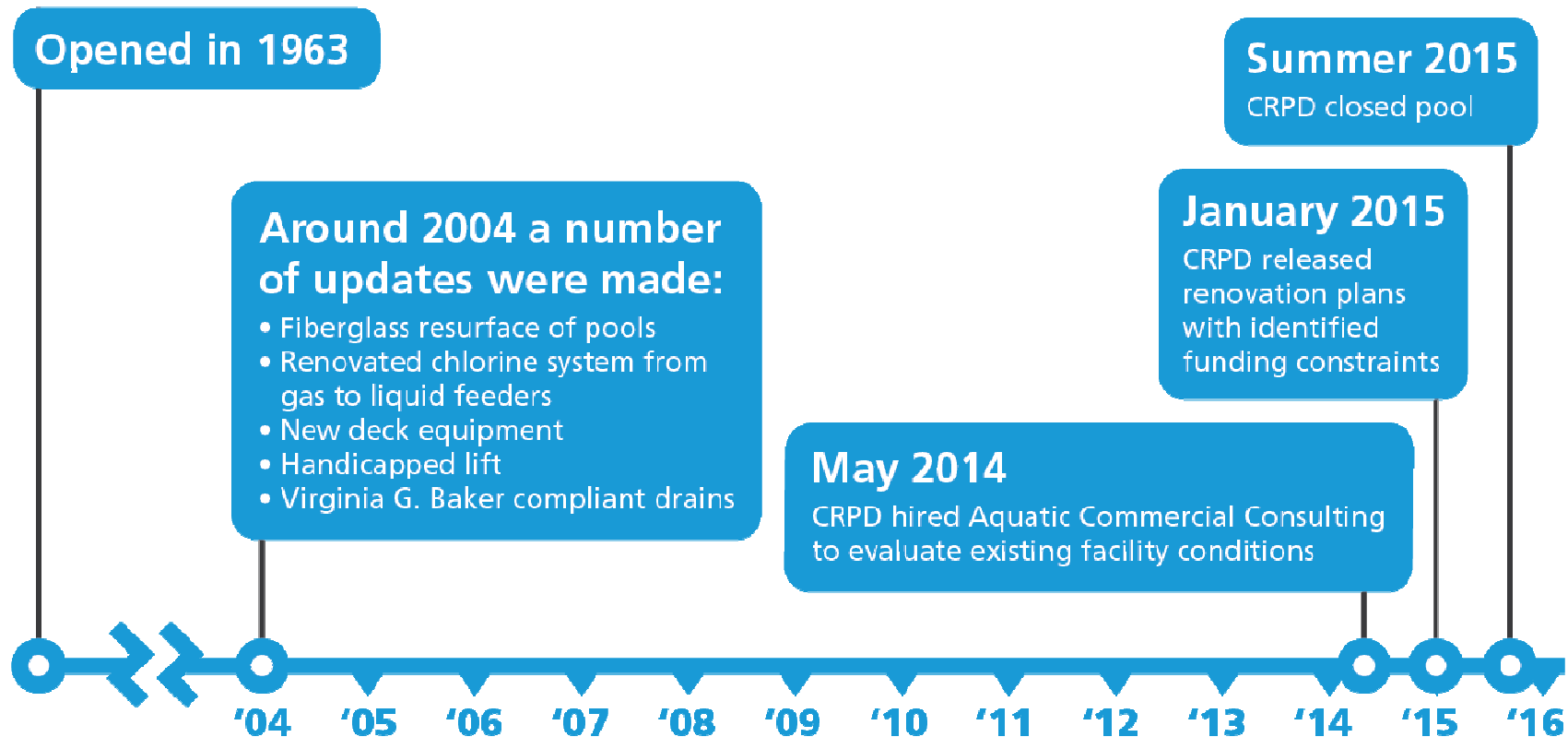
Home of the Blue Marlins Swim Team



Serves Cordova High School as part
of physical education curriculum

**Cordova Community Pool
at Hagan Park**

Cordova Community Pool Background



**Cordova Community Pool
at Hagan Park**

AQUATIC DESIGN GROUP FIRM PROFILE

- Firm Founded in 1984
- Industry Involvement:
 - Competitive Facilities
 - Recreational Facilities
 - Leisure Facilities
- 30 Yrs. Average Experience- Principals and Associates
- Over 2,500 Completed Projects

**Cordova Community Pool
at Hagan Park**

- ADG Projects
- Lembi Aquatic Center
- Roseville Aquatic Center
- Pannell Swim Center
- Antelope Aquatic Center
- Gauche Aquatic Center
- West Sacramento Aquatic Center



Cordova Community Pool at Hagan Park

3 Existing Pools

- Competition Pool
- Dive Pool
- Training Pool



Cordova Community Pool at Hagan Park

**Cordova Recreation & Park District
Commissioned Pool Evaluation by
Aquatic Commercial Consulting**

Report Identifies

28 Existing Non-Code Compliance Issues

**12 Existing Maintenance & Operations
Issues**

Total \$2,000,000 Renovation

**Cordova Community Pool
at Hagan Park**

**Aquatic Commercial Consulting
Report Identifies
\$2 Million Dollars for Pool Repairs**

**Cordova Recreation & Park District
Identifies Total Repair Project at
\$2.7 Million**

**Cordova Community Pool
at Hagan Park**

Some ACC Report Costs Not to Current Market Values Such As

ITEM	DESCRIPTION	ACC Report Value per Sq. Ft.	Current Market Value per Sq. Ft.	Shortfall
1	Remove & Replace Pool Decks	\$10	\$30	\$800,000.00
2	Mechanical Building Replacement	\$183	\$300	\$140,000.00

**Repair Project Adjusted to Market Value
\$3,640,000.00**

**Cordova Community Pool
at Hagan Park**

Repair Project Shortfalls

- **Competition Pool @ 5' depth too shallow for racing platform starts.**
- **Dive Pool too shallow for 3-meter dive board use.**
- **Training Pool must have ramp to provide ADA access.**

Repair Costs = +90% Replacement Cost

**Cordova Community Pool
at Hagan Park**

**Preliminary
Estimate to
Replace In-Kind
\$4,041,225.00**

New pools are same size pool as existing except that pool depths are increased to solve shortfalls.

**Cordova Community Pool
at Hagan Park**

AQUATIC PROGRAMS

- q **Competitive Programs**
 - q **Swimming**
 - q **Diving**
 - q **Water Polo**
 - q **Synchronized Swimming**
 - q **Typical 78-82 degree water**



**Cordova Community Pool
at Hagan Park**

AQUATIC PROGRAMS

- q **Instructional Aquatics**
 - q **Learn-to-Swim**
 - q **Skills Improvement**
 - q **Life Safety Classes**
 - q **Mommy & Me**
 - q **Typical 85-90 degree water**



**Cordova Community Pool
at Hagan Park**

AQUATIC PROGRAMS

- q **Fitness Classes**
- q **Lap Swimming**
- q **Aqua Jogging**
- q **Aqua Zumba**
- q **Aqua Aerobics**
- q **Typical 83-86 degree water**



**Cordova Community Pool
at Hagan Park**

Preliminary Estimate for New Aquatics

\$4,214,938.00

**Cordova Community Pool
at Hagan Park**

AQUATIC PROGRAMS

- q **Recreational Swim**
- q **Open Swim**
- q **Birthday Parties**
- q **Rental Uses**
- q **Movie Night**
- q **Typical 83-86 degree water**



**Cordova Community Pool
at Hagan Park**

Preliminary Estimate for New Enhanced Aquatics \$4,873,537.00

Adds:

- Interactive Water Play
- Water Slide
- Concession Upgrades
- Party Rental Area

**Cordova Community Pool
at Hagan Park**



Antelope Aquatic Center
2009 - \$2,900,000
Today - \$3,600,000



Cordova Community Pool at Hagan Park



Gauche Park, Yuba City
2007 - \$2,933,808
Today - \$3,700,000

Cordova Community Pool at Hagan Park



***Doolittle Park, Las Vegas
2003 - \$1,400,000
Today - \$2,700,000***

Cordova Community Pool at Hagan Park



***Paterson Aquatic Center
2006 - \$1,260,000
Today – 1,640,000***

Cordova Community Pool at Hagan Park



***Pannell Pool,
Sacramento
2001 - \$1,054,000
Today - \$2,200,000***

Cordova Community Pool at Hagan Park



***West Sacramento Aquatic Center
2009 - \$4,132,000
Today - \$4,800,000***

Cordova Community Pool at Hagan Park

Next Steps

SEP 2015

City hired professional aquatic consultant Aquatic Design Group

OCT/NOV 2015

Visioning Workshops

- Discuss future facility use
- Develop options and alternatives
- Identify long term O&M needs

DEC 2015

Enhanced Aquatic Facility Plan in place

EARLY 2016

Identify necessary funding

Construct new facility

We want to maximize the benefits for our community, moving forward in partnership with CRPD.

Public Comment Received
Cordova Community Pool Item on 10/5/15 City Council Meeting Agenda

From: ginger enrico [<mailto:gingerenrico@gmail.com>]

Sent: Friday, October 02, 2015 1:06 PM

To: Stacy Delaney; Linda Budge; Dan Skoglund; David Sander; Donald Terry; Robert McGarvey

Subject: Pool Ideas

Landscaping & Hardscaping Design Preferences

I imagine that everyone wants a pool or pools, suitable for swim team training, swim meets, general swimming lessons, and general use by children and adults.

We are particularly proud of the beautiful setting and building materials.

Although we are fans of modern architecture and design, we think using a lot of traditional elements is most in keeping with the positive image of "older" Rancho Cordova.

So our votes are for:

1. Having large trees and attractive, relaxing shady green areas right by the pool(s)... as much as possible within xeriscaping guidelines, and
2. Using a lot of traditional design and materials in the buildings and hardscape.

Roy and Ginger Enrico
 11137 Nile River Ct.
 Rancho Cordova CA 95670-2941

From: Maureen Nelson [<mailto:moen46@sbcglobal.net>]

Sent: Thursday, October 01, 2015 1:08 PM

To: Cyrus Abhar

Subject: Pool

I am so happy that you are giving the Rec. Dept. the money for the pool. But, they need to take care of it. And, I am glad that it will be "State of the Art" since our citizens, esp. the kids, deserve that.

I have a meeting in 2 hours. I hope to be at your meeting on Monday. I know that this has been very stressful for you and the council. I appreciate all the work you have put into it.

Sincerely,

Maureen

From: Hughes, Lori (L&D Delivery) [<mailto:lori.hughes@hpe.com>]

Sent: Thursday, October 01, 2015 12:49 PM

To: Stacy Delaney

Subject: Pool ideas

Hi,

I cannot attend the meeting but wanted to include my ideas:

1. Water area for babies and infants that includes a spray feature
2. Spray park portion
3. Easy entrance for seniors or those with disabilities
4. Bathrooms that will be easy to maintain, have good light, and be safe. (Pool is close to park and don't want transients or strangers who can enter without being seen by pool staff). No door around the corner and in the back where it would be creepy. Use features that allow natural light and good ventilation at the top.
5. Energy and water efficient
6. Anything that will make it safe and discourage vandalism. Security is critical.
7. Good lighting and fencing to keep people from damaging it.
8. Security system
9. Everything should be LOW maintenance. I would prefer something that is nice and plain and has low maintenance costs to fancy add-ons that will need to be refreshed more often and cost a lot of money.
10. Diving boards (high and low) with a deep water area
11. Area for laying out and concrete areas to sit on (maybe the park can ask for donations in memory of people or from business partners – cement benches, cement tables, shade structure).
12. Surfaces that are easy to maintain and keep clean
13. Day use lockers (bring own lock)
14. Salt water pool. Not sure if they are easier to maintain or not.
15. Changing area that is safe. Again, not in the back where anybody can get in.
16. If we are dreaming, lazy river, flow ride machine,
17. Pool dedicated for lap swimming

Thanks for asking for feedback from the public. My kids took swimming lessons for many years in that pool. They are old now but I still have fond memories.

SHARE YOUR VISION



The City of Rancho Cordova has always been a **strong supporter** of the Cordova Community Pool and of the Cordova Recreation and Park District (CRPD).



The City of Rancho Cordova and its Council have consistently invested in not only maintaining park facilities, but also in improving and upgrading them for residents. Since incorporation in 2003, we have:

- Invested over **\$2.5 million in parks** owned and operated by CRPD
- Granted approximately **\$500,000 for improvements** to CRPD owned and maintained facilities (part of City's first year of awarding Community Enhancement Funds - Measure H)
- Committed to allocate **\$3 million to new or renovated pool construction**, subject to proper community outreach and technical analysis



The Cordova Community Pool, constructed in the 1960's and owned by CRPD, has been a **treasured community asset** enjoyed by generations of families, children and Cordova Blue Marlins swim team. Unfortunately, the pool has deteriorated beyond repair and sadly was recently closed.



In 2014, CRPD conducted an **Initial Evaluation of the pool** that states it was *"prepared to provide staff information about the overall condition of the municipal pools at the Cordova Community Pool... and evaluate the facility with respect to the current codes and regulations."*



The CRPD report showed several technical areas where current pool facilities are in violation of code and focused on repairs needed. While this was **an important first step, much more needs to be done** before we invest millions of precious taxpayer dollars in a pool repair project.



The City, in collaboration with residents, Cordova Blue Marlins and CRPD, would like to advance this initial technical effort to the next step. A **Visioning Workshop** will be held to explore a variety of issues and options to:

- Anticipate future facility **growth needs**, including competition swimming
- Develop multiple **options**
- Prepare detailed financial estimates for **pool alternatives**
- Identify **long term operational and maintenance needs** to ensure the pool does not fall in state of disrepair in the future
- Determine the most cost effective way to **maximize community benefits**

We Need Your Input!

Please join us October 5 at 6:30 p.m. at a City Council meeting (2729 Prospect Drive) to help us explore the best possible improvement or replacement project for our community.

For more information contact:
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or **916-851-8800**.