



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

Tuesday, February 19, 2013

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2013

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CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Thu, Nov 28 - Thanksgiving Day
Fri, Nov 29 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Thurs, Dec 26 - Tues, Dec 31 Winter Break

2014 - Proposed

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CITY HALL CLOSURE DATES

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Tue, Nov 11 - Veteran's Day
Thu, Nov 27 - Thanksgiving Day
Fri, Nov 28 - Day After Thanksgiving Day
Wed, Dec 24 - Christmas Eve
Thu, Dec 25 - Christmas Day
Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

2015 - Proposed

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**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**

Tuesday, February 19, 2013

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Glenda Harr from First Covenant Church will give the invocation.

5. SPECIAL PRESENTATION ITEM

- 5.1 City Manager's Office: Management Support & Analysis, Special Projects, Communications and Administrative Support Annual Report to Council.

6. PRESENTATIONS

- 6.1 Presentation by 50 Corridor Transportation Management Association Executive Director Rebecca Garrison Regarding their New 50 Corridor Magazine.
- 6.2 Update on Sacramento Public Library by Library Director Rivkah Sass.
- 6.3 Presentation of Proclamations in Support of Spay Day 2013 to the Following:
 - Kim Kinnee, Spay Day 2013 Chairperson, Sacramento County Animal Coalition
 - Scottie Moore, President and Founder of Save Our Cats & Kittens - Sensibly (SOCKS)

7. 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.

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

8. ADJOURN TO CLOSED SESSION

9. CLOSED SESSION - CALL TO ORDER / ROLL CALL

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

10. CLOSED SESSION

- 10.1 Council may meet in Closed Session, in accordance with Government Code Section 54954, to discuss the following:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 10259 Folsom Boulevard, APN: 076-0213-003 thru 5; and 10235 Folsom Boulevard, APN: 076-0213-011 and 012

Agency negotiators: Micah Runner, Ted Gaebler, Joe Chinn, and Adam Lindgren.

Negotiating parties: Los Rios Community College District

Under negotiation: Price and terms of payment.

11. ADJOURNMENT

12. OPEN SESSION - REPORT FROM CLOSED SESSION

13. COUNCIL REPORTS

14. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 14.1 **Subject:** Meeting Minutes of February 4, 2013.
Recommendation: Adopt minutes.
- 14.2 **Subject:** Quarterly Treasurer's Report
Recommendation: Receive and File Report.
Result of Recommended Action: This report provides Council with information concerning the City's investment portfolio. This report will meet the requirements as provided by state law.
Staff Report: Donna Silva, Finance Director.
Advances Goal: 5.
- 14.3 **Subject:** Resolution Authorizing Approval of General Services Agreement with Roush Landscape Services for Landscape Maintenance Services.
Recommendation: Adopt Resolution 21-2013.
Result of Recommended Action: City Manager will be authorized to execute a three year General Services Agreement with Roush Landscape Services in an amount not to exceed \$300,000 per year to maintain all landscaped medians and roadway frontages owned by the City of Rancho Cordova.
Staff Report: David Gassaway, Public Works.
Advances Goals: 1, 2, and 5.
- 14.4 **Subject:** Resolution Authorizing Approval of Contract Dignity Health (Mercy) for the Selective Traffic Enforcement and Multilingual Child Passenger Safety Program.
Recommendation: Adopt Resolution 24-2013.
Result of Recommended Action: City Manager will be authorized to execute a contract with Dignity Health/Mercy San Juan Medical Center in an amount not to exceed One Hundred and Three Thousand, Five Hundred (\$103,500) Dollars for the Selective Traffic Enforcement and Multilingual Child Passenger Safety Program. Program is funded by a grant from the California Office of Traffic Safety.
Staff Report: Rosanne Richeal, Chief of Police.
Advances Goals: 2 and 5.
- 14.5 **Subject:** 2010 Census Urban Boundary Adjustment.
Recommendation: Adopt Resolution 22-2013.
Result of Recommended Action: City staff will submit proposed changes to the 2010 Census Urban Boundary to include anticipated growth in the Rio Del Oro and Suncreek developments to the California Department of Transportation.
Staff: John Samuelson, Operation & Maintenance Manager.
Advances Goals: 5 and 6.
- 14.6 **Subject:** Resolution in Support of Keeping the Sacramento Kings in the Region.
Recommendation: Adopt Resolution 25-2013.
Result of Recommended Action: Adoption of this resolution will show support for keeping the Sacramento Kings basketball franchise in the Sacramento region.
Staff Report: Linda Budge, Mayor.
Advances Goals: 1, 5, and 6.

15. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 15.1 **Subject:** American Family Entertainment Center Conceptual Design Review; Project No. DD0038-179 – Located on the eastside of Kilgore Road between Trade Center Drive and Sun Center Drive. – Continued from February 4, 2013.
Recommendation: Table project and re-notice public hearing when ready.
Result of Recommended Action: It will be necessary for the project to be re-noticed, when all information and exhibits are prepared. Applicant and staff are still refining the site plan, drafting conditions of approval and reviewing the financial agreement.
Staff Report: William Campbell, Principal Planner.
Advances Goals: 1, 2, and 6.
- 15.2 **Subject:** Resolution Approving the Abandonment of an Easement for Drainage and Water Pipelines Dedicated on the Proposed Summerset Assisted Living Property Located at 2341 Vehicle Drive.
Recommendation: Adopt Resolution 19-2013.
Result of Recommended Action: Adoption of this resolution will remove the easement for drainage and water pipelines located on 2341 Vehicle Drive.
Staff Report: Cyrus Abhar, Public Works Director.
Advances Goal: 2.
- 15.3 **Subject:** Public Hearing Considering Adoption of the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan - Continued from February 4, 2013.
Recommendation: Approve Resolution No. 16-2013 adopting the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan.
Result of Recommended Action:
1. Adopts the amendment to the 2012-13 CDBG Action Plan;
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

Staff Report: Jessica Hayes and Dana Grossi, Housing Services.
Advances Goals: 1, 2, 3, and 5.
- 15.4 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) - Continued from January 22, 2013 and February 4, 2013.
Recommendation: Staff recommends Council adopt the following resolutions:

1. Resolution of Formation of Community Facilities District and to levy a special tax in Community Facilities District No. 2013-2 (Police Services). (Resolution No. 10-2013).
2. Resolution calling for a special election in Community Facilities District No. 2013-2 (Police Services). (Resolution No. 11-2013).
3. Resolution declaring election results of Community Facilities District No. 2013-2 (Police Services). (Resolution No. 12-2013).
4. Waive first reading and introduce Ordinance No. 02-2013 levying a special tax within Community Facilities District No. 2013-2 (Police Services).

Result of Recommended Action: Adoption of these items will complete the formation of the Community Facilities District (“CFD”) 2013-2 (Police Services) and authorize a landowner vote which, if successfully passed, authorizes the levy of a special tax. The

special tax levy is for the purpose of funding police service costs necessary for the benefit of residents in the CFD. The actions also result in the establishment of a future annexation area which allows the processing of future annexations in an efficient manner. Formation of this district will result in a switch in the Police Services funding mechanism from special district financing to CFD financing for all future development projects. There is no financial impact to existing residents.

Staff Report: Donna Silva, Finance Director and Michelle Mingay, Senior Finance Analyst.

Advances Goals: 2 and 5.

16. PUBLIC HEARING ITEMS

- 16.1 **Subject:** Rancho Cordova Event Center Multi-Sport Facility Administrative Use Permit and Variance; Project No. DD7735 – Located at 2561 Mercantile Drive - Continued from January 22, 2013.

Recommendation: Adopt Resolution 1-2013.

Result of Recommended Action: Adoption of this resolution will allow an indoor multi-sport facility within a 71,000 square foot building that will be capable of hosting basketball, volleyball and other indoor oriented tournaments. Rancho Cordova Event Center (RCEC) will be able to accomplish one of its main goals to increase tourism and overnight stays in the City during the weekends. The facility will also cater to the regular weekday training and workout schedules for local area teams, club teams and individuals. See Attachment 2 for the Executive Summary of the proposed use.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, and 6.

- 16.2 **Subject:** Blue Front Recycling Company Conditional Use Permit; Project No. DD7684 – Located at 10971 Olson Drive – Continued from February 4, 2013.

Recommendation: Adopt Resolution No. 18-2013.

Result of Recommended Action: Adoption of this Resolution will allow the installation and operation of an 8'x20' container as a certified recycling center behind the Koreana Plaza Market. State law provides supermarkets and businesses that sell beverages in beverage containers within convenience zones the choice to either: 1) have a certified recycler within the zone; 2) provide for in-store redemption/recycling of empty beverage containers; or 3) pay one hundred dollars (\$100) per day to the State. Due to the overlapping and close proximity of convenience zones, adoption of this Resolution will satisfy the recycling requirement for the businesses within three convenience zones and avoid in-store redemption or the payment of the one hundred dollars (\$100) per day fee by the businesses. Blue Front Recycling Company will serve the three zones in this area, thus reducing the number of these operations in the Olson Drive/Folsom Boulevard area.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, and 6.

- 16.3 **Subject:** Ordinance to Amend Section IV.E Nonconforming Uses and Structures of the Folsom Boulevard Specific Plan.
 Recommendation: Adopt Ordinance No. 6-2013.
 Result of Recommended Action: Adoption of this Ordinance will amend the Section IV.E of the Folsom Boulevard Specific Plan. The amendment will allow for relocation of nonconforming uses when legally mandated by certain specific Government Code requirements.
 Staff Report: Jessica Jordan, Senior Planner.
 Advances Goal: 6.
- 16.4 **Subject:** California Check Cashing Relocation Nonconforming Use Permit – Located at 2808 Zinfandel Drive.
 Recommendation: Adopt Resolution 20-2013.
 Result of Recommended Action: Adoption of this Resolution will allow for the relocation per Government Code Section 7260 et. seq. of California Check Cashing, a nonconforming use, from the city-owned property at 10235 Folsom Boulevard to an equivalent location at 2808 Zinfandel Drive.
 Staff Report: Jessica Jordan, Senior Planner.
 Advances Goal: 6.

17. REGULAR CALENDAR ITEMS

NONE.

18. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

19. CITY MANAGER'S REPORT

20. 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>Friday, February 22, 2013</i>	<i>City Council Special Meeting – Work Session (10:30 AM): Annual Corporate Report</i>
<i>Tuesday, February 26, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, March 4, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Monday, March 18, 2013</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, March 26, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, April 1, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, April 9, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, April 15, 2013</i>	<i>City Council 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 Department	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/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, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Tuesday, February 19, 2013 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, February 14, 2013 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, February 14, 2013 at Rancho Cordova, California.


Mindy Cuppy, CMC, 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, February 04, 2013

**4:00 PM – Special Meeting
Community Board Room**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the Community Board Room at 4:18 PM.

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

Council Members Absent: None.

Staff Members Present: Lindgren, Gaebler.

2. PUBLIC COMMENT

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

3. CLOSED SESSION ITEM

- 3.1 Council met in Closed Session, in Accordance with Government Code Section 54957,

to Discuss the Following: City Attorney Evaluation.

ACTION: The City Council conducted and concluded the City Attorney Evaluation.

4. ADJOURNMENT OF CLOSED SESSION

Mayor Budge adjourned the closed session to open the regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:41 PM.

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

Council Members Absent: None.

Staff Members Present: Gaebler, Lindgren, Cuppy, Jordan, Arevalo, George, Downton, Haven, Blair, Chinn, Abhar, Silva, Hayes, Runner, Stricker, Flory, Junker, Holt, Grossi, Davis, Gassaway.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Dan Lungren led the pledge.

8. INVOCATION

Matt Huddleston of Cordova Church of Christ gave the invocation.

9. OPEN SESSION - REPORT FROM CLOSED SESSION

The Mayor announced that the council met in closed session this evening and had their annual review of the City Attorney and his office's performance. She commented that he provided a lot of information, we asked a lot of good questions and we are all pleased to say that we have found the City Attorney's performance in the last year to be exemplary and that we are looking forward to another exemplary year.

10. PRESENTATIONS

10.1 Presentation of Appreciation to Former Congressman Dan Lungren.

10.2 Introduction of New City Employee: Deputy City Clerk Stacia George by City Clerk Mindy Cuppy.

10.3 Recognition of Council Member Terry's Birthday on February 8.

11. PUBLIC COMMENT

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

12. COUNCIL REPORTS

Council reported on events since the last meeting.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

13.1 **Subject:** Meeting minutes: of January 22, 2013 Regular Meeting and January 29, 2013 Special Meeting.

Recommendation: Adopt minutes.

13.2 **Subject:** Resolution Designating Mayoral Appointment of James E. Galloway, a Rancho Cordova Representative to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB).

Recommendation: Adopt Resolution No. 13-2013.

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

Staff Report: Rosanne Richeal, Chief of Police and Mindy Cuppy, City Clerk.

Advances Goals: 1, 2, 3 and 5.

13.3 **Subject:** Ordinance Updating the Transportation Development Impact Fee Program.

Recommendation: Waive the second reading and adopt Ordinance No. 3-2013.

Result of Recommended Action: Adoption of Ordinance No. 3-2013 makes minor amendments to Chapter 16.84 of the Municipal Code to be consistent with the provisions of the Nexus Study.

Staff Report: Cyrus Abhar, Public Works.

Advances Goal: 5.

13.4 **Subject:** Resolutions Approving Loan Agreement Between the City of Rancho Cordova and the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova.

Recommendation: Adopt Resolutions:

a.) No. 14-2013

b.) No. SA-1-2013

Result of Recommended Action: Adoption of these resolutions will allow the City of Rancho Cordova to be reimbursed for funds loaned to the Successor Agency for administrative expenses.

Staff Report: Donna Silva, Finance Department and Micah Runner, Economic Development Department.

Advances Goal: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

- 13.5 **Subject:** Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova Approving the Recognized Obligation Payment Schedule (ROPS) 13-14A and Administrative Budget for the six month period covering July 1, 2013 through December 31, 2013.

Recommendation: Adopt Resolution No. SA-2-2013

Result of Recommended Action: Approval of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on ROPS 13-14A and establishes the administrative budget for the six month period; to the extent funds are available.

Staff Report: Donna Silva and Michelle Mingay, Finance Department.

Advances Goal: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

- 13.6 **Subject:** Ordinance Amending Section 4.22.115(A) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom may Operate or Maintain Within the City from Ten to Eleven.

Recommendation: Waive first reading and introduce Ordinance 4-2013.

Result of Recommended Action: Adoption of this Ordinance will amend Section 4.22.115(A) of the Rancho Cordova Municipal Code. The Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables.

Staff Report: Donna Silva, Finance Department and Adam Lindgren, City Attorney.

Advances Goal: 5 and 6.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

- 14.1 **Subject:** Blue Front Recycling Company Conditional Use Permit; Project No. DD7684 – Located at 10971 Olson Drive.

Recommendation: Continue this item to the February 19, 2013 City Council Meeting.

Result of Recommended Action: Continuation of this item will allow further investigation of optional locations and strategies for the collection of recyclables.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, and 6.

- 14.2 **Subject:** American Family Entertainment Center Conceptual Design Review; Project No. DD0038-179 – Located on the eastside of Kilgore Road between Trade Center Drive and Sun Center Drive.

Recommendation: Continue to the February 19, 2013 City Council Meeting.

Result of Recommended Action: Staff recommends that American Family Entertainment Center Conceptual Design Review be continued to the February 19, 2013 City Council Meeting, due to the City has not received the associated Financial Agreement and a minor modification to the site plan was needed to be resolved by the Applicant's architect.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, and 6.

- 14.3 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) - CONTINUED FROM JANUARY 22, 2013.

Recommendation: Continue the Public Hearing to February 19, 2013.

Result of Recommended Action: The continuation of the public hearing to the February 4th meeting will allow for revisions to the final rate and method of apportionment of the special tax to be levied within the community facilities district to pay for police services.

Staff Report: Donna Silva and Michelle Mingay, Finance Department.

Advances Goal: 5.

- 14.4 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection Services) - CONTINUED FROM JANUARY 22, 2013.

Recommendation: Continue the Public Hearing to March 4, 2013.

Result of Recommended Action: The continuation of the public hearing to the March 4, 2013 meeting will allow for revisions to the final rate and method of apportionment of the special tax to be levied within the community facilities district to pay for storm and flood protection services.

Staff Report: Cyrus Abhar, Public Works.

Advances Goal: 5.

15. PUBLIC HEARING ITEMS

- 15.1 **Subject:** Clear Channel Outdoor Digital Freeway Sign Conditional Use Permit and Operating Agreement; Project No. DD7403 – Located at 11335, 11347 Folsom Boulevard.

Recommendation: Adopt Resolution 13-2013.

Result of Recommended Action: Approval of the proposed action will allow the Applicant to refurbish the existing traditional Billboard located along the south side of Highway 50 at the Sports Complex to a Digital Freeway Sign in the same location (11335, 11347 Folsom Boulevard). The action will also require the removal of the existing electronic sign located on the Sports Complex's monument sign and the removal of the traditional Billboard located at the southeast corner of Folsom Boulevard and Zinfandel Drive. The Operating Agreement will also provide the City with additional community benefits.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1 and 6.

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

- 15.2 **Subject:** Public Hearing Considering Adoption of the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan.

Recommendation: Approve Resolution No. 12-2013 adopting the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan.

Result of Recommended Action:

1. Adopts the amendment to the 2012-13 CDBG Action Plan
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

Staff Report: Jessica Hayes, Housing Services & Dana Grossi, Housing Services.

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

GROWING STRONG NEIGHBORHOODS

ACTION: Motion to approve by McGarvey second by Terry;
Carried by a 5:0 vote.

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** Private Business Directional Sign Policy.

Recommendation: That Council consider various policy options related to private business directional signs in the public rights-of-way and provide direction to staff as appropriate.

Result of Recommended Action: Staff will act appropriately given the direction provided by Council.

Staff Report: Cyrus Abhar, Public Works Director.

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

ACTION: Discussion item only; No action taken.

16.2 **Subject:** An Urgency Ordinance of the City of Rancho Cordova Establishing a Temporary Moratorium on the Establishment and Operation of Computer Gaming and Internet Access Businesses, to become Effective Immediately.

Recommendation: Adopt Urgency Ordinance 5-2013.

Result of Recommended Action: Adoption of this Ordinance will establish a 45-day temporary moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses, pending the review and possible amendment of zoning regulations applicable to this type of establishment. This moratorium is needed in order to: (1) address the community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses; (2) study the potential impacts that these type of businesses may have on the public health, safety and welfare; (3) study and determine what local regulations may be appropriate or necessary for Computer Gaming and Internet Access Businesses; (4) study and determine the appropriate zoning and location for this these type of businesses; and (5) determine appropriate controls for the protection of public health, safety and welfare.

Staff Report: Paul Junker, Planning Director and Adam U. Lindgren, City Attorney.

Advances Goals: 1 and 2.

ACTION: Motion to Table by McGarvey second by Skoglund;
Carried by a 5:0 vote.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. CITY MANAGER'S REPORT

Council reported on events since the last meeting.

19. ADJOURNMENT

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: February 19, 2013
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: TREASURER'S REPORT – DECEMBER 31, 2012

RECOMMENDATION

This report is informational only. It is recommended that the report be received and filed.

RESULT OF RECOMMENDED ACTION

This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

BACKGROUND

Attached is the quarterly Treasurer's report for the period ending December 31, 2012. Treasurer's reports are provided to Council on a quarterly basis.

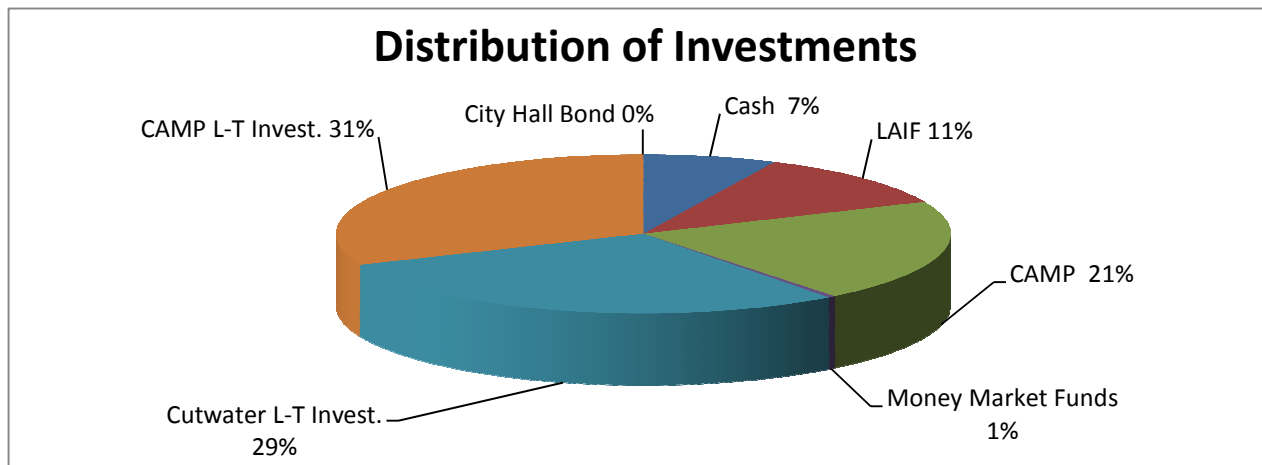
At September 30, 2012, the current value of the City's total portfolio was \$82 million. Since that time, the balances decreased by \$1 million with an ending balance of \$81 million as of December 31, 2012. Of that, the General Fund Cash and Investments balance was \$9 million. Cash and short-term investments increased by \$2 million and long-term investments decreased by \$3 million. The overall portfolio is well diversified with \$49 million invested in marketable securities. \$26 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets). The remainder consists of \$6 million on deposit with our banks and \$5,463 is invested in a City of Rancho Cordova City Hall bond. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs. At December 31, 2012, interest rates at LAIF decreased slightly to .32% from the September 30, 2012 amount of .35% and rates at CAMP decreased to .18% from the previous period rate of .24%.

The decrease in cash and investment balances, as noted in the above paragraph, is typical for this time of the year. We received our final 11/12 property tax distribution in July. The January 2013 distribution of property tax revenues will increase our cash balance.

Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in S & P rated AA+ securities and U.S. Treasury Notes. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the

fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

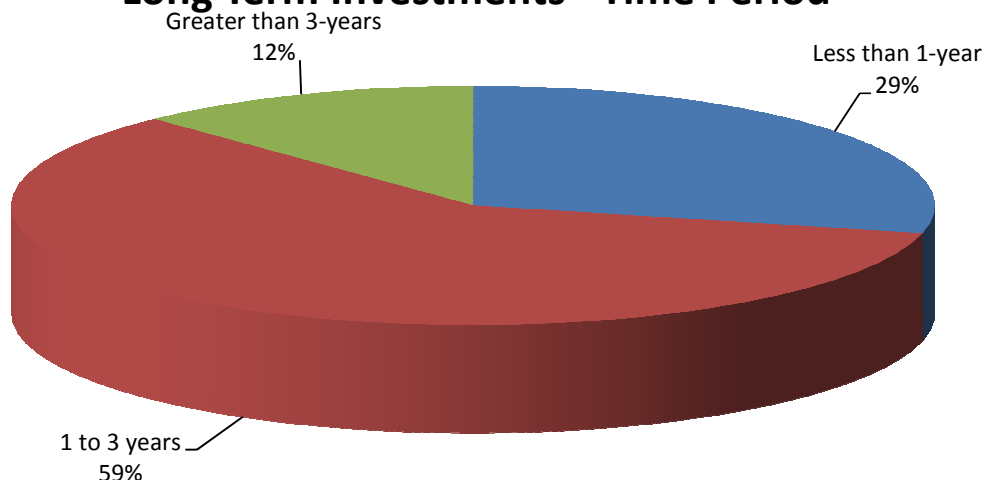
The distributions of investments are displayed in the following chart:



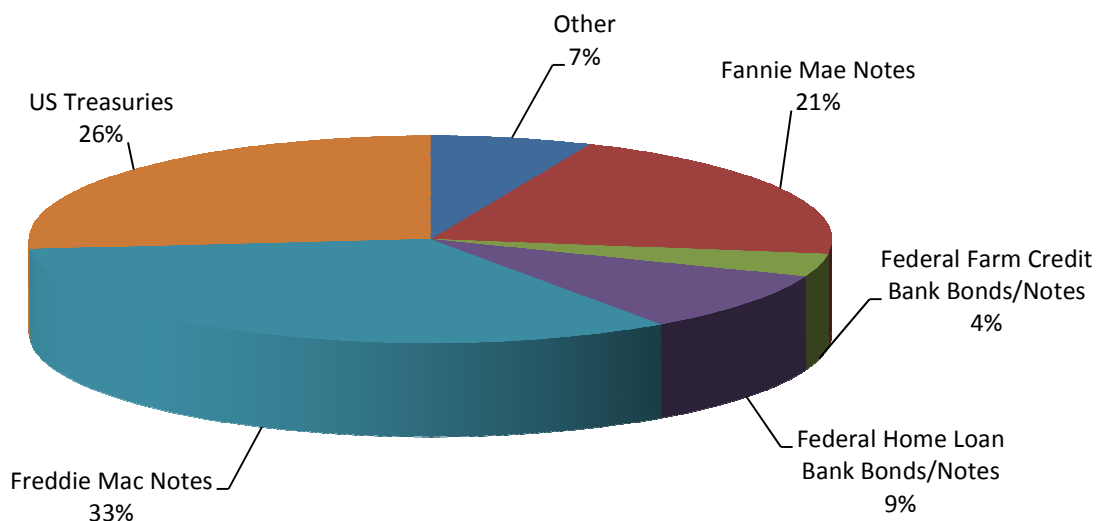
Analysis of the long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1 year	\$ 13,820,000	\$ 13,956,484	28.76%
1 to 3 years	28,070,000	28,676,087	59.08%
Greater than 3 years	5,755,000	5,903,213	12.16%
	<u>\$ 47,645,000</u>	<u>\$ 48,535,784</u>	100.00%

Long Term Investments - Time Period



Long Term Investments - Categories



ATTACHMENT

Treasurer's Report for December 31, 2012

**CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
December 31, 2012**

	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents				
Wells Fargo Bank	5,613,804	5,613,804	5,613,804	n.a.
Bank of Sacramento	49,906	49,906	49,906	n.a.
	<u>5,663,710</u>	<u>5,663,710</u>	<u>5,663,710</u>	
Local Agency Investment Fund (LAIF)	<u>9,175,350</u>	<u>9,175,350</u>	<u>9,175,350</u>	n.a.
California Asset Management Program (CAMP)	<u>16,843,741</u>	<u>16,843,741</u>	<u>16,843,741</u>	n.a.
Wells Fargo Adv Treasury Plus MMF (MBIA)	<u>318,569</u>	<u>318,569</u>	<u>318,569</u>	n.a.
Long-Term Investments - Cutwater/MBIA:				
Freddie Mac Notes	1,000,000	1,014,530	1,000,242	1/9/2013
Federal Home Loan Bank Notes	2,000,000	2,078,140	2,028,524	5/29/2013
Federal Home Loan Bank Notes	1,000,000	1,022,220	1,006,685	6/14/2013
Fannie Mae Notes	750,000	759,423	755,015	9/17/2013
Fannie Mae Notes	750,000	762,380	759,362	3/14/2014
Federal Farm Credit Bank Notes	500,000	497,895	511,741	6/2/2014
Freddie Mac Notes	750,000	757,025	758,998	7/30/2014
U.S. Treasury Notes	750,000	753,809	753,252	8/15/2014
Freddie Mac Notes	750,000	759,780	758,751	8/20/2014
Federal Home Loan Bank Notes	750,000	802,605	785,993	12/12/2014
Federal Farm Credit Bank Notes	725,000	731,869	742,906	7/20/2015
U.S. Treasury Notes	750,000	784,219	777,363	7/31/2015
Fannie Mae Notes	750,000	773,408	775,883	10/26/2015
Freddie Mac Notes	1,000,000	1,001,300	1,007,801	1/13/2016
Fannie Mae Notes	1,000,000	1,001,562	1,000,552	1/25/2016
U.S. Treasury Notes	500,000	512,461	518,321	7/31/2016
Freddie Mac Notes	4,000,000	3,995,000	4,030,340	3/21/2016
Freddie Mac Notes	1,000,000	1,004,860	1,002,209	5/16/2016
Freddie Mac Notes	1,000,000	1,004,100	1,002,209	5/16/2016
Federal Farm Credit Bank Notes	500,000	501,500	500,972	5/23/2016
Fannie Mae Notes	1,750,000	1,752,187	1,768,492	5/9/2017
Freddie Mac Notes	500,000	507,800	505,560	8/8/2017
Fannie Mae Notes	500,000	501,350	500,156	9/20/2017
Sub-total	<u>22,975,000</u>	<u>23,279,423</u>	<u>23,251,327</u>	

**CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
December 31, 2012**

	Par Value	Original Cost	Current Value	Maturity Date
Long-Term Investments -CAMP:				
Westpac Banking Corp NY Cert Depos	625,000	625,231	625,317	2/12/2013
Fannie Mae Global Notes	715,000	713,970	716,617	2/22/2013
Freddie Mac Global Notes	1,475,000	1,472,935	1,481,347	4/15/2013
Freddie Mac Global Reference Notes	600,000	638,142	610,801	6/28/2013
Federal Home Loan Global Notes	755,000	753,951	756,586	8/28/2013
National Australia Bank NY (Float)	625,000	629,012	631,089	1/30/2014
Freddie Mac Global Notes	500,000	504,557	505,834	8/20/2014
Freddie Mac Notes	1,000,000	1,011,290	1,012,938	8/27/2014
U.S. Treasury Notes	575,000	601,234	595,350	8/31/2014
Freddie Mac Notes	500,000	498,942	501,951	9/19/2014
Freddie Mac Global Notes	500,000	501,000	504,099	9/22/2014
Freddie Mac Global Notes	700,000	704,263	706,354	11/25/2014
U.S. Treasury Notes	500,000	489,863	517,735	11/30/2014
U.S. Treasury Notes	475,000	502,554	494,446	1/31/2015
U.S. Treasury Notes	65,000	68,750	67,925	2/28/2015
U.S. Treasury Notes	440,000	465,455	459,800	2/28/2015
U.S. Treasury Notes	3,000,000	3,168,047	3,135,000	2/28/2015
Fannie Mae Notes	500,000	516,130	525,679	7/28/2015
U.S. Treasury Notes	1,200,000	1,247,578	1,243,874	7/31/2015
Fannie Mae Notes (Callable)	1,250,000	1,249,875	1,250,105	8/7/2015
Freddie Mac Notes	315,000	317,394	326,541	9/10/2015
Fannie Mae Notes	750,000	770,805	775,883	10/26/2015
U.S. Treasury Notes	500,000	493,145	512,696	10/31/2015
U.S. Treasury Notes	850,000	853,486	871,582	10/31/2015
U.S. Treasury Notes	650,000	684,963	683,973	12/31/2015
U.S. Treasury Notes	250,000	254,453	259,140	6/30/2016
U.S. Treasury Notes	810,000	836,357	839,615	6/30/2016
Calleguas Wtr Dist, CA Rev Bonds	500,000	500,000	500,645	7/1/2016
CA ST Dept of Water Revenue Bonds	140,000	140,000	139,524	12/1/2016
Fannie Mae Global Notes	625,000	623,544	624,225	12/21/2015
U.S. Treasury Notes	275,000	274,506	278,781	12/31/2016
U.S. Treasury Notes	250,000	249,228	253,281	2/28/2017
PA ST GO Bonds	600,000	706,608	705,516	6/1/2017
U.S. Treasury Notes	600,000	600,352	601,969	10/31/2017
Palo Alto USD, CA GO Bonds	550,000	550,000	556,842	8/1/2017
Fannie Mae Global Notes	600,000	601,488	601,731	8/28/2017
Freddie Mac Global Notes	400,000	404,268	404,203	9/29/2017
Sub-total	24,665,000	25,223,377	25,278,994	
Long-Term Investments - Brandis Tallman LLC				
	5,000	5,000	5,463	2/1/2035
Total Portfolio	\$ 79,646,370	\$ 80,509,170	\$ 80,537,154	

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: David Gassaway, Management Analyst

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A GENERAL SERVICES AGREEMENT WITH ROUSH LANDSCAPE SERVICES FOR LANDSCAPE MAINTENANCE SERVICES



RECOMMENDATION

Adopt Resolution 21-2013.

RESULT OF RECOMMENDED ACTION

City Manager will be authorized to execute Contract 10-2013, a three year General Services Agreement, with Roush Landscape Services in an amount not to exceed \$300,000 per year to maintain all landscaped medians and roadway frontages owned by the City of Rancho Cordova.

BACKGROUND

The City owns and maintains approximately 22 miles of landscape medians and roadway frontages. The City has contracted with Coast Landscape Management (Coast) for the maintenance and operation of irrigation of all of these landscaped medians and frontages. The contract with Coast is nearing completion and required a re-bid for the contracted work.

Staff released a Request for Proposals (RFP) in December of 2012 to solicit proposals from qualified landscape maintenance contractors. The solicitation resulted in submittal of seven proposals from qualified landscape maintenance firms. Staff reviewed and ranked all proposals received, and interviewed the top three rated contractors. After careful consideration staff determined that Roush Landscape Services was the most responsive proposer.

Contract 10-2013 (**Exhibit 1**) is a General Services Agreement for Landscape Maintenance Services for an amount not to exceed three hundred thousand (\$300,000) Dollars per year. Resolution 21-2013, if adopted, authorizes the City Manager to execute a three year Contract 10-2013 with Roush Landscape Services to maintain all of the landscaped medians and roadway frontages throughout the City.

ATTACHMENT

Resolution 21-2013 including Exhibit 1 – Contract 10-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 21-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING EXECUTION OF A THREE YEAR GENERAL SERVICES AGREEMENT WITH
ROUSH LANDSCAPE SERVICES FOR LANDSCAPE MAINTENANCE SERVICES**

WHEREAS, The City owns and maintains multiple sections of landscaped medians and street frontages; and

WHEREAS, City contracts for professional landscape maintenance services in order to ensure landscaped areas are maintained in a neat and proper fashion; and

WHEREAS, City recently released a Request for Proposals to provide landscape maintenance services and received seven bids from contractors interested in providing landscape services for the City; and

WHEREAS, A City staff panel reviewed all proposals received, interviewed the top three submitting contractors, and based on the review and interviews determined Roush Landscape Services to be the most responsive proposer; and

WHEREAS, City shall enter into a General Services Agreement with Roush Landscape Services for a period of three years in an amount not-to-exceed Three Hundred Thousand (\$300,000) Dollars per year for landscape maintenance services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract 10-2013, **EXHIBIT 1**, with Roush Landscape Services in an amount not to exceed Three Hundred Thousand (\$300,000) Dollars per year to maintain all landscaped medians and roadway frontages owned by the City of Rancho Cordova.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND ROUSH LANDSCAPE SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Roush Landscape Services, (herein "Contractor"), as of March 4, 2013.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on February 28, 2016 unless the term of the Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 10.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by David Gassaway ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid sum not to exceed Nine Hundred Thousand (\$900,000) Dollars for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the City on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

Section 5. PERFORMANCE STANDARDS.

A. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

Section 6. INDEPENDENT CONTRACTOR. Contractor shall perform the Services as an independent contractor and nothing herein contained shall be construed to make Contractor an agent or employee of the City while providing the Services. Contractor shall be entitled to no other benefits or compensation except as provided in this Agreement.

CONTRACT NO.: 10-2013

Section 7. INSURANCE REQUIREMENTS. Prior to beginning any Service under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

Section 8. INDEMNIFICATION. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 9. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 10. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 11. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 12. TERMINATION. Either party may terminate this Agreement without cause, upon Thirty (30) days written notice to the other party. In the event of termination, Contractor shall be entitled to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 13. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and

CONTRACT NO.: 10-2013

deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: Finance Director

Contractor: Richar Roush, Owner
Roush Landscape Services
9989 Stirling Park Drive
Sacramento, CA 95827

Section 14. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento.

Section 15. ATTORNEYS' FEES. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Section 16. SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 17. WAIVER. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 18. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Section 19. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above, which date shall be considered the effective date of this Agreement.

CITY OF RANCHO CORDVA

CONTRACTOR

By: _____
Ted A. Gaebler, City Manager

By: _____
Richard Roush, Owner

Date:_____

Date:_____

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

ATTEST:

By: _____
Mindy Cuppy, CMC, City Clerk

CONTRACT NO.: 10-2013

EXHIBIT A
SCOPE OF WORK

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this proposal is submitted is for Landscape Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Proposals.

Monthly Maintenance Price Schedule and Unscheduled (Extra) Work Unit Price Schedule are submitted for the entire work, and the amount of both price schedules combined will be the total Base Bid Grand Total of this proposal for comparison purposes.

The undersigned, as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the proposer has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the proposer agrees if this proposal is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the proposer will take in full payment therefore the following amount to wit:

BASE BID GRAND TOTAL \$ 289,900.00
(List total Base Bid Grand Total from Monthly Maintenance Price Schedule – bottom line)

Company Name: Roosh Landscape Services
Primary Contact: Richard Roosh Title: Owner
Business Address: 9989 Stirling Park Dr.
City, State, Zip: Sac. Ca 95827
Telephone No.: 916-835-2569 Fax No: 916-366-6046
Email Address: Rooshlandscape@SBCGlobal.net
Website Address: _____
Authorized Signature: Richard Roosh

4.2 MONTHLY MAINTENANCE PRICE SCHEDULE *(Required submittal form)*

<u>Area Location Name</u>	<u>Monthly Maintenance Cost</u>	<u>Total Annual Amount</u>
1. California Jazz		
Base bid for the term of the contract	\$ <u>500⁰⁰</u> per month:	\$ <u>6,000⁰⁰</u>
2. Capital Center II		
Base bid for the term of the contract	\$ <u>2,300</u> per month:	\$ <u>27,600⁰⁰</u>
3. Capital Center II (Zinfandel)		
Base bid for the term of the contract	\$ <u>400⁰⁰</u> per month:	\$ <u>4,800⁰⁰</u>
4. Capital Village I		
Base bid for the term of the contract	\$ <u>1,200⁰⁰</u> per month:	\$ <u>14,400⁰⁰</u>
5. Citrus Rd		
Base bid for the term of the contract	\$ <u>400⁰⁰</u> per month:	\$ <u>4,800⁰⁰</u>
6. Coloma Rd (Dolecetto to Malaga medians)		
Base bid for the term of the contract	\$ <u>400⁰⁰</u> per month:	\$ <u>4,800⁰⁰</u>
7. Coloma Rd (Sunrise to Truckee River)		
Base bid for the term of the contract	\$ <u>800⁰⁰</u> per month:	\$ <u>9,600⁰⁰</u>
8. Coloma Rd Frontages		
Base bid for the term of the contract	\$ <u>625⁰⁰</u> per month:	\$ <u>7,500⁰⁰</u>
9. Coloma/Chase		
Base bid for the term of the contract	\$ <u>200⁰⁰</u> per month:	\$ <u>2,400⁰⁰</u>
10. Ellenwood		
Base bid for the term of the contract	\$ <u>200⁰⁰</u> per month:	\$ <u>2,400⁰⁰</u>
11. Folsom Blvd South Frontages		
Base bid for the term of the contract	\$ <u>1,200⁰⁰</u> per month:	\$ <u>14,400⁰⁰</u>
12. Folsom Blvd Medians		
Base bid for the term of the contract	\$ <u>1,200⁰⁰</u> per month:	\$ <u>14,400⁰⁰</u>
13. Hogarth Dr		
Base bid for the term of the contract	\$ <u>200⁰⁰</u> per month:	\$ <u>2,400⁰⁰</u>
14. International Dr/Mather Field		
Base bid for the term of the contract	\$ <u>1,200⁰⁰</u> per month:	\$ <u>14,400⁰⁰</u>
15. Mather Field Rd (medians)		
Base bid for the term of the contract	\$ <u>300⁰⁰</u> per month:	\$ <u>3,600</u>
16. Sunrise Blvd (Gold Country to Hwy 50)		
Base bid for the term of the contract	\$ <u>700⁰⁰</u> per month:	\$ <u>8,400⁰⁰</u>
17. International Bridge (Kilgore to Sunrise)		
Base bid for the term of the contract	\$ <u>300⁰⁰</u> per month:	\$ <u>3,600⁰⁰</u>

18. Routier Rd Frontage

Base bid for the term of the contract	\$ <u>200⁰⁰</u> per month:	\$ <u>2,400⁰⁰</u>
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19. Routier Rd Over Crossing

Base bid for the term of the contract	\$ <u>300⁰⁰</u> per month:	\$ <u>3,600⁰⁰</u>
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20. Sunrise Blvd (Folsom to Douglas medians)

Base bid for the term of the contract	\$ <u>700⁰⁰</u> per month:	\$ <u>8,400⁰⁰</u>
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21. White Rock Rd (medians)

Base bid for the term of the contract	\$ <u>650⁰⁰</u> per month:	\$ <u>7,800⁰⁰</u>
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22. White Rock Rd (frontage of Costco)

Base bid for the term of the contract	\$ <u>200⁰⁰</u> per month:	\$ <u>2,400⁰⁰</u>
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23. Zinfandel Dr at Mitchell School

Base bid for the term of the contract	\$ <u>200⁰⁰</u> per month:	\$ <u>2,400⁰⁰</u>
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24. Folsom Blvd (Sunrise to Hazel)

Base bid for the term of the contract	\$ <u>650⁰⁰</u> per month:	\$ <u>7,800⁰⁰</u>
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25. Folsom Blvd North Frontage

Base bid for the term of the contract	\$ <u>400⁰⁰</u> per month:	\$ <u>4,800⁰⁰</u>
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26. Folsom Blvd South Frontage (unirrigated)

Base bid for the term of the contract	\$ <u>400⁰⁰</u> per month:	\$ <u>4,800⁰⁰</u>
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Unscheduled (extra) Work:	\$100,000.00
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Base Bid Grand Total:	\$ <u>289,900⁰⁰</u>
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The BASE BID GRAND TOTAL shall include the total amounts for all locations listed in Section 4, and for the frequency of service as outlined on the Task Frequency Sheet, for one year's worth of service provision. This amount shall be the annual amount for each of the three years of contract for service.

The Unscheduled (extra) Work amount (listed as \$100,000) is the anticipated total for Unscheduled (extra) Work annually and will be included in the BASE BID GRAND TOTAL. The City reserves the right to increase or decrease this dollar amount upon execution of Landscape Maintenance Service contract with selected Contractor.

Unit Price equals Contract Price: Unit prices given shall be the monthly price used for the duration of the contract (3 years, or 36 months) and will not increase due to fuel, labor, or materials costs. At the end of the initial three (3) year contract period, if the contract is extended for the additional three (3) year term, the selected Contractor may be eligible for an increase in unit prices provided based on the average preceding three (3) year Consumer Price Index (CPI) increase, with a maximum of not more than three percent (3%) increase.

The following **Sections 4.3 Monthly Maintenance Task Items, and 4.4 Task Frequency Sheet**, in conjunction together describe the location of each monthly maintenance task, the frequency

4.5 UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE *(Required submittal form)*

Further description of items on following pages.

#	Description	Unit	Unit \$
1.	Maintain additional turf.	1 sq ft	.0125
2.	Maintain additional shrub/ground cover area per month.	1 sq ft	.009
3.	Lead person on call labor as required for unscheduled work.	1 hr	40.00
4.	Crew member labor as required for unscheduled extra work.	1 hr	33.00
5.	Fifteen-gallon tree replacement.	1 ea	140.00
6.	Five-gallon tree replacement.	1 ea	55.00
7.	Five-gallon shrub replacement.	1 ea	45.00
8.	One-gallon shrub/ground cover/vine replacement.	1 ea	15.00
9.	One flat ground cover (64 plant count or greater).	1 ea	45.00
10.	Sod	1 sq ft	1.00
11.	Rainbird #1806-PRS-SAM	1 ea	20.55
12.	Rainbird #1812-PRS-SAM	1 ea	24.65
13.	Hunter PGP series 4" pop-up gear driven rotor.	1 ea	19.00
14.	Hunter PGP series 12" pop-up gear driven rotor.	1 ea	32.00
15.	Rainbird #R-50 rotor pop-up.	1 ea	Discontinued
16.	Rainbird #1400 series pressure compensating flood bubbler.	1 ea	5.75
17.	Toro FB-50-PC series stream bubbler.	1 ea	2.30
18.	Olson #1704-EH-12 drip emitter.	1 ea	Discontinued
19.	Rainbird XBD Xeribird emitter.	1 ea	29.25
20.	Pepco Octabubbler emitter.	1 ea	12.20
21.	Techline/Netafim dripper line per foot	1 lf	.60
22.	Drip irrigation Wye-filter 1 1/2"	1 ea	157.00
23.	Drip irrigation pressure regulator 1 1/2".	1 ea	45.00
24.	Rainbird #44 LRC Quick Coupler	1 ea	136.00
25.	Latching solenoid.	1 ea	45.70
26.	1" Remote Control Valve (installation only).	1 ea	90.00
27.	1 1/2" Remote Control Valve (installation only).	1 ea	115.00
28.	2" Remote Control Valve (installation only).	1 ea	125.00
29.	9-volt battery.	1 ea	5.00
30.	9-volt rechargeable battery.	1 ea	20.00
31.	12-volt battery.	1 ea	28.00
32.	Shredded bark mulch.	1 cy	65.00
33.	Decomposed Granite.	1 cy	70.00
34.	2, 2" X 8' Lodgepole tree stakes with 2 cinch ties.	1 set	26.00
35.	1, 3" X 8' Lodgepole tree stakes with 2 cinch ties.	1 ea	36.00
36.	2 tree ties.	1 pair	5.00
37.	Cost per hour for on-call tree pruning services over 15' height	1 hr.	83.00

Emergency after hours 120.00

4.3 MONTHLY MAINTENANCE TASK ITEMS

Turf Maintenance:

- a) **Turf Mowing, Trimming, and Edging:** All turf shall be mowed to maintain a uniform height of no more than 2-1/2 inches. Turf shall be mowed **one time per week** between March 1 and November 1 of each calendar year. Between November 1 and March 1 of the following calendar year, turf shall be mowed **one time every other week**. During bi-weekly mowing service, selected Contractor may be asked to mow weekly based on warmer than expected weather.

All turf shall be mechanically edged along the entire perimeter. Turf shall be edged on the same schedule as mowing; weekly 3/1-11/1, bi-weekly 11/1-3/1.

Trimming around irrigations heads shall be done as necessary to provide proper water coverage and head operation. String edgers may be used as needed around poles, against soundwalls, and around controller enclosures, vaults, etc.

Tree wells in lawn areas shall have a minimum 18-inch radius from tree trunk, clear and void of turf and weeds. Chemical sprays or string edgers may be used, but care shall be taken not to damage tree trunks or exposed roots. Damage to trees from trimming activities may result in Contractor replacing the tree at Contractor's expense.

Papers, rubbish and debris shall be removed by the Contractor prior to mowing. The contractor shall use walk-behind mowers for all mowing of turf unless otherwise specified or approved.

- b) **Turf Fertilization:** Turf shall be fertilized **six times per year** (at eight-week intervals) according to approved schedule. Fertilizer shall be homogenized time-release pellet type, containing 25% nitrogen, 3% phosphorus and 9% potassium by weight or as directed/approved by the Contract Manager. Each application shall be at a rate of eight (8) pounds per one thousand (1,000) square feet. An annual fertilization schedule shall be included in the **Draft/Initial Schedule of Duties as required in Section 5.5**.

All fertilizers shall be watered into the soil within three days of application. Where drip systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited into the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The Contract Manger may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- c) **Turf Aeration:** All turf areas shall be aerated **two times per year**, in April and September. A coring-type aerator shall be used, and all sprinkler heads must be flagged prior to aeration. The contractor shall provide all materials, equipment and labor required for aeration. Turf aeration shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.5.**
- d) **Turf Weed Control:** The turf areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants and/or turf occur, the contractor shall replace those plants and/or turf at Contractor's expense.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

The City reserves the right to require the selected Contractor consult with a Turf Consultant in preparation of a fertilization, pesticide and weed control program, should the selected Contractor not have staff with adequate turf expertise.

Trees, Shrubs and Planting Area Maintenance:

- e) **Tree Pruning:** Pruning of all trees under 15' in height shall be performed **one time per year** to shape, particularly to correct miss-shaping caused by winds or abnormal growth, such trees in a manner consistent with desired shape and look of the species as defined in the Western Chapter of the International Society of Arboriculture. All tree pruning shall be performed by an **ISA Certified Arborist**. Any proposer with an ISA Certified Arborist on staff should submit proof of certification for such staff. Any proposer utilizing a sub-contractor for tree pruning, should submit proof of certification for sub-contractor, as well as a minimum of one reference for the ISA Certified Arborist.

Tree pruning on young trees under 15' in height shall be performed during the dormant period whenever possible, and the cost of which shall be included in the base bid.

Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or the branch to which they are attached. They must have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another. Under no circumstances will stripping of lower branches ("raising-up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk).

Lower branches can be cut to the branch collar of the trunk only after the tree is able to stand erect without staking or other support.

Trees shall be pruned to insure proper growth and control. All pruning shall be done by qualified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. Shearing or "lollipopping" will not be permitted unless specifically directed by the Contract Manager. The Contractor shall provide replacement trees, at Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met. The replacement tree(s) shall be replaced in size and kind of the damaged tree unless otherwise directed by the Contract Manager.

Pruning of trees greater than 15' in height shall be performed **as needed** to: (1) raise the lower branches of trees above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto walkways and paved areas; (3) to remove suckers, water sprouts, and other undesirable growth on trees; (4) to remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) to eliminate any visibility obstructions at corners or intersections; (6) to clear obstructions of street lights or traffic signals. The Cost of pruning trees greater than 15' in height shall be conducted as unscheduled (extra) work as requested by the Contract Manager. Cost for completion of such work is not required to be included with the base bid schedule as such work is required on a case by case basis annually. The selected Contractor should understand that the City will reserve the right to contract separately for costs associated with tree pruning.

- f) **Shrub Pruning:** The following shrubs shall be pruned **one time per year** as directed by the Contract Manager to a height of 6" above the base of the plant of the finished grade:
- Deities
 - Hemerocallis
 - Pennisetum- Shall be pruned every February without direction.

Pruning of other shrubs shall be performed **three times per year** to shape, particularly to correct miss-shaping. Shrub pruning shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.5.**

Pruning of shrubs shall be performed to: (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to insure proper growth and control. All pruning shall be done by qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. Shearing or “boxing” will not be permitted unless specifically directed by the Contract Manager. The Contractor shall provide replacement shrubs, at Contractor’s expense, if shrubs are damaged. Under no circumstances will stripping of the lower branches (“raising-up”) of shrubs be permitted.

- g) **Tree Staking:** The Contractor shall maintain existing stakes, ties and protective devices providing replacements **at all times** during the entire contract term, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected as needed to prevent such damage. The Contractor shall replace any plant material damaged due to negligence and/or lack of proper inspection at the Contractor’s cost.

Trees shall be tied to stakes using only two broad ties of flexible material unless the Contractor obtains prior approval by the Contract Manager to use an optional method.

- h) **Planting Area Fertilization:** Fertilizer shall be applied **three (3) times per year** in March, June and September. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. Proposers shall include the annual fertilization schedule on the **Draft/Initial Schedule of Duties as required in Section 5.5.**

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exists, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The Contract Manager may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- i) **Tree Fertilization:** Fertilizer shall be applied **three (3) times per year** in March, June and September. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. Proposers shall include the annual fertilization schedule on the **Draft/Initial Schedule of Duties as required in Section 5.5.**

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exists, the fertilizer shall be watered into the soil within three days of application,

using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The Contract Manager may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- j) **Weed Control:** The landscaped areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants no cost to the City.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of weeds at all times. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

- k) **Emergency Tree and Limb Removal:** The Contractor shall provide, either by Contractor staff or through subcontract, emergency tree and limb removal and chipping services. Service shall be available on a twenty-four (24) hours a day, seven days a week basis in order to respond to immediate hazards caused by downed trees or limbs inhibiting roadway operation. Contractor shall be required to respond within Ninety (90) minutes notice.

Any request by City for Emergency Tree and Limb Removal services shall be billed on a time and materials basis. Selected Contractor shall supply all staff, equipment, and materials necessary to remove tree and limbs. An hourly time and materials rate for Emergency Tree and Limb Removal shall be included in **Section 4.4 Unscheduled (Extra) Work Unit Price Schedule**.

Groundcover and Vine Maintenance

- l) **Groundcover and Vine Pruning:** Groundcovers and vines shall be pruned **one (1) time per year**, and shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.5**.

Vines shall be pruned to within four (4) inches of the face and top of the soundwall, as directed by the Project Manager.

Hypericum shall be mown one (1) time in February, to a height of three (3) inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. Contractor shall replace damaged material at their cost.

- m) **Groundcover and Vine Edging:** Groundcovers and vines shall be edged **two (2) times per month**, along sidewalks, mowstrips and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the **Draft/Initial Schedule of Duties as required in Section 5.5**.

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, replacement for vines or shrubs damaged due to contractor's activities shall be the Contractor's responsibility.

- n) **Groundcover and Vine Fertilization:** Fertilizer shall be applied **three (3) times per year** in March, June and September and shall be indicated on the **Draft/Initial Schedule of Duties as required in Section 5.5**. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. The Landscape Contractor shall provide an annual fertilization schedule to be approved by the Contract Manager.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The Contract Manager may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- o) **Weed Control:** The landscaped areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants no cost to the City.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of weeds at all times. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Grounds Maintenance:

- p) Litter Removal in Landscaped area:** Landscaped areas shall be kept free of all litter, i.e. paper, rubbish and debris, at a minimum of **one time per week** during the entire contract term. No debris shall be blown onto roadways or walkways. All litter removed shall be disposed of at the Contractor's expense.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of litter at a minimum of one time per week. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

All mulch, bark and decomposed granite shall be kept within the planter area, and clean from walks and gutters.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 851-8710, or to the Hazardous Materials Specialist at 875-5857.

- q) Litter Removal in Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of all litter, i.e. paper, rubbish and debris, **one (1) time per week** during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All litter removed shall be disposed of at the Contractor's expense.
- r) Cuttings and Trimmings Removal:** All cuttings, trimmings and leaf debris shall be removed from the sites **upon cutting or trimming**, during the entire contract term. No debris or cuttings shall be blown onto roadway or walkways. All debris removed shall be disposed of at the Contractor's expense. Cuttings and trimmings shall not be left on any grounds for a period of more than twenty-four (24) hours.
- s) Weed Control in Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Total work (sq. ft.) to be accomplished is indicated in the Data Sheet on a per site basis. In some cases the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials which requires chemical applications at the appropriate times to minimize difficult mechanical removal. The contractor shall be responsible for weed control or removal **at all times**.

- t) Median(s) Weed Control:** The entire median(s) shall be kept free of weeds, nose to nose, curb to curb, including the planting areas **at all times** during the entire contract term. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants no cost to the City.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

- u) Median(s) Litter Removal:** The entire median(s) shall be cleared of all litter, i.e. paper, rubbish and debris, **two (2) times per month** during the entire contract term, and kept clear of most litter at all times. Median(s) shall be swept and kept free of debris, rocks, glass, leaves, and signs. Any drainage inlets adjoining a landscaped median section shall be kept free of debris, rocks, glass, soils, and any deleterious materials that will impede water flow. No blowers shall be used to clean the median(s). All debris shall be disposed of at the Contractor's expense. All debris shall be removed from the area. No debris shall be blown onto roadways or walkways.
- v) Weed abatement:** Contractor shall mow or weed eat all weeds to a height of four inches (4") or less **one (1) time per year** in conjunction with fence line clearing. Weed abatement shall occur during the month of May or as directed. All slash or weed material shall be removed at the Contractor's expense. Tree wells shall be kept free of weeds at all times. The tree well shall be considered the drip line of the specific tree.

Weed abatement is required for projects that contain open space that is unimproved. The Date Sheets will indicate an estimated area to be mowed.

Fence lines shall be cleared of weeds one (1) time per year in conjunction with Weed Abatement. Weed removal may be done manually. Weed control may be done by use of selective weed killers as recommended by a Pest Control Advisor provided the weeds do not reach a height of 4" or greater. Extreme caution not to damage any other plants shall be

observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. All weed debris shall be disposed of at the Contractor's expense.

- w) Fungus, Disease, Rodent and/or Insect Infestation Control:** It shall be the Contractor's responsibility to keep the area free of fungus, disease, rodents and/or insects **at all times**. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor, or be on the Contractor's staff. If on Contractor's staff, proof of qualifications shall be provided for as detailed in **Section 5.3, Employee/Staff Experience and Qualifications**.

The Contractor shall meet all government agency requirements for storage, use, disposal and record keeping at all times. The contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain an application on site and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City.

The Contract Manager shall be notified 48 hours prior to the expected date of application of any pesticides. Pesticides must be brought to the work site in the original manufacturer's container and be properly labeled with guarantee analysis. All spraying shall be done with extreme care to avoid over spray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

- x) Irrigation Management:** The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems. Weekly inspections shall be performed of all irrigation systems and the Contract Manager shall be notified within 24 hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within 24 hours of notification/discover of irrigation problems. If repairs are not made within 24 hours, the Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section.

Irrigation Lateral Lines – 1" or less in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1" or less in size. All costs for maintenance and repairs for lateral lines 1" or less in size shall be included in the **Monthly Maintenance Cost & Base Bid Grand Total** as required in **Section 4.2 Monthly Maintenance Cost Price Schedule**.

This includes all costs for pop-up sprayer heads, bubblers, nozzles, lids, swing joints, fittings, and pipe. All replacement parts must be of same manufacturer, or a similar type as approved by the Contract Manager. Responsibility for repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism, accidents, and "acts of God."

Irrigation Lateral Lines – 1 ¼" or larger in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1 ¼" or larger in size. All costs for repair shall be invoiced based on unit costs or labor and materials as provided in **Section 4.4 Unscheduled (Extra) Work Unit Price Scheduled**. This includes valves, rotor heads, fittings, pipes, and wiring. All replacement parts must be of same manufacturer, or a similar type as approved by the Contract Manager.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

The City currently operates Motorola MIR 5000 and Rain Bird ESP-LX Series central irrigation systems. These systems are currently operable in a number of locations. Bidder shall verify locations during the proposal process.

All Motorola controllers and enclosures shall be serviced annually which includes:

- Radio Tune-up
- Equipment check including communication quality
- Battery replacement
- Cabinet clean up
- It is recommended the contractor use a Motorola CIS service company to perform the service. The Motorola representative in the area is Central Control Systems, (530) 622-6841.

All Rain Bird ESP-LX Series controllers and enclosures shall be serviced annually which includes:

- All Station Test/System Check
- Monitoring of systems to ensure station optimization
- Battery replacement
- Cabinet clean up

The City also operates Irrinet and Scorpio Controllers in some locations that do not have communication links to a Central Irrigation computer. The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these special provisions.

At any time the City reserves the right to direct the contractor to operate any field unit (Irrinet or Scorpio) in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the bid. If the Contractor uses a non-rechargeable battery and causes damage to any controller the Contractor shall replace or repair the controller at the Contractor's expense. Any Motorola equipment that uses rechargeable batteries shall have a rechargeable battery.

y) Irrigation Testing and Programming

The Contractor shall test the Backflow Device annually as directed by the Contract Manager. A certified Backflow Device Tester/Plumber shall be used and acceptable to the City authority. The contractor shall wrap the Backflow Device annually and maintain the protective covering during periods of cold temperature to eliminate freezing damage. In the event, wrapping the device or maintenance of the wrappings is not accomplished any resultant damage shall be the responsibility of the Contractor. No additional compensation shall be made for this task.

Irrigation programming shall be the responsibility of the Contractor and may be directed by the Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will insure traffic and access is not disturbed. Watering shall be controlled to prevent runoff, ponding, and overwatering.

The Contractor shall insure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies.

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles and sprinklers for manual watering shall be provided by the Contractor. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system shall be at the Contractor's expense. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system due to situations outside of the Contractor's control may be considered extra work and compensation may be made on a time and material basis. The

City reserves the right to make the determination of situations outside Contractor's control at City's sole discretion.

The Contractor shall be responsible to field monitor the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water applications parameters and for all field-related repair work.

Tree and Shrub Watering/ Well Maintenance:

z) Tree and Shrub Watering

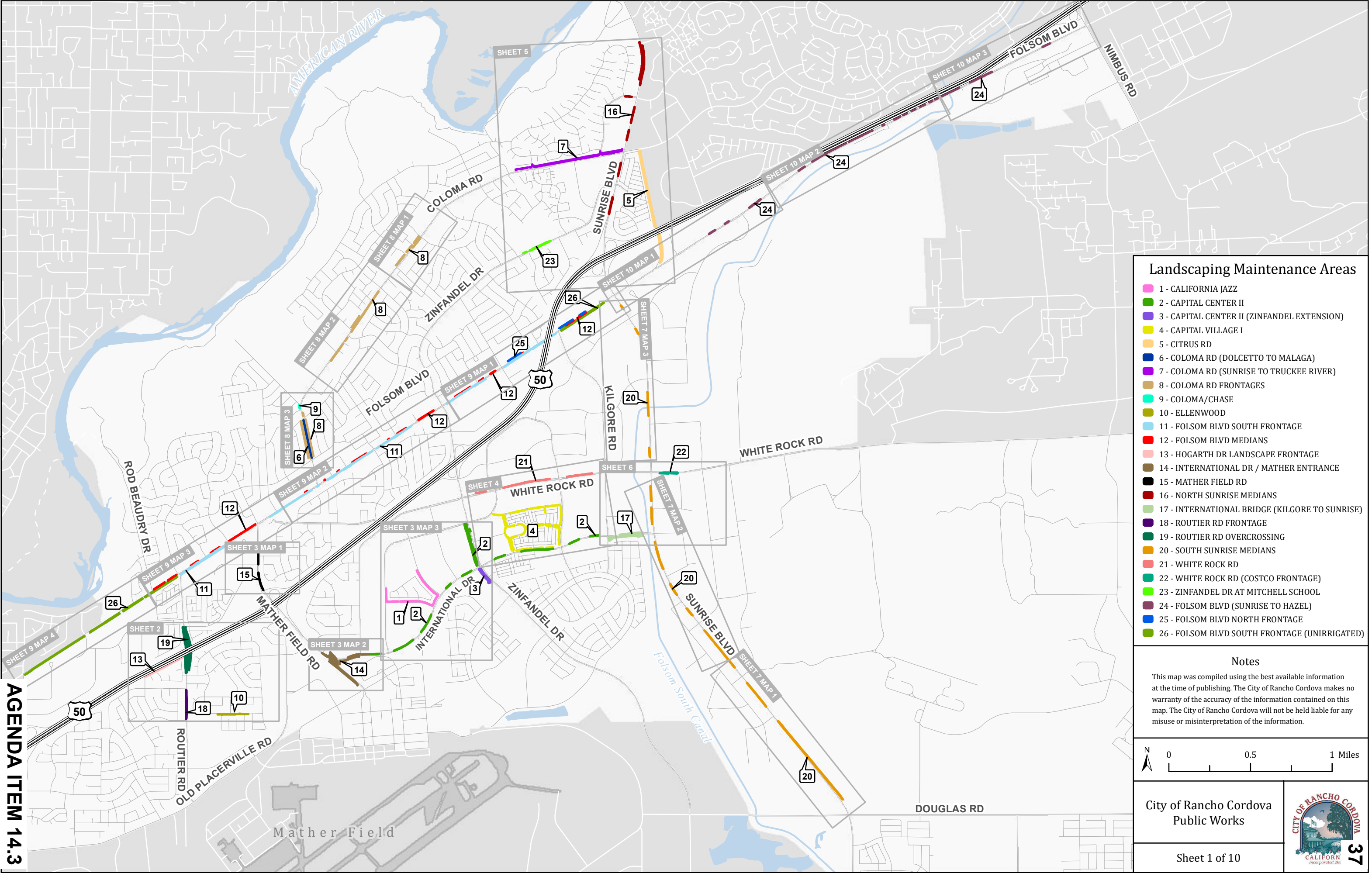
Bi-monthly: All trees and shrubs shall be watered **two (2) times per month**, between June 1 and September 30 of each year for the entire contract term. No weekend watering shall be permitted.

All watering which requires truck application shall be done during hours which minimize the impact on traffic and are subject to local traffic code. It is recommended that the application occur during the nighttime/early morning hours when roadways are less traveled and not during commute hours. No weekend watering shall be permitted.

Tree wells shall receive a minimum of 40 gallons of water per 8'X8' or 10'X10' well per watering. Shrub wells shall receive a minimum of 4 gallons of water per shrub per watering.

SECTION 4.4
Monthly Maintenance Items Task Frequency

Task Frequency Sheet	1 - California Jazz	2 - Capital Center II	3 - Capital Center II (Zinfandel)	4 - Capital Village I	5 - Citrus Rd	6 - Coloma Rd (Dolecetto to Malaga)	7 - Coloma Rd (Sunrise to Truckee River)	8 - Coloma Rd Frontages	9 - Coloma/Chase	10 - Ellenwood	11 - Folsom Blvd South Frontages	12 - Folsom Blvd Medians	13 - Hogarth Dr	14 - International Dr/ Mather Field	15 - Mather Field Rd (medians)	16 - Sunrise Blvd. (Gold Country to Hwy 50)	17 - International Bridge (Kilgore to Sunrise)	18 - Routier Rd Frontage	19 - Routier Rd Over Crossing	20 - Sunrise Blvd (Folsom to Douglas)	21 - White Rock Rd (medians)	22 - White Rock Rd (frontage of Costco)	23 - Zinfandel Dr at Mitchell School	24 - Folsom Blvd (Sunrise to Hazel)	25 - Folsom Blvd North Frontage	26 - Folsom Blvd South Frontage (unirrigated)
Turf Maintenance:																										
a. Turf mowing, trimming, edging.	X	X	X	X			X							X			X									
b. Turf fertilization six times per year.	X	X	X	X			X							X			X									
c. Turf aeration two times per year.	X	X	X	X			X							X			X									
d. Turf weed control at all times.	X	X	X	X			X							X			X									
Trees, Shrubs, and Planting Area Maintenance:																										
e. Tree pruning one time per year and as needed.	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X
f. Shrub pruning three times per year and as needed.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
g. Tree staking at all times.	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	
h. Planting area fertilization three times per year, March, June, and Sept.	X	X	X	X		X	X		X	X	X	X	X	X	X	X	X			X	X	X		X	X	
i. Tree fertilization three times per year, March, June, and Sept.	X	X	X	X		X	X		X	X	X	X		X	X	X	X			X	X	X		X	X	
j. Weed control at all times.	X	X	X	X		X	X		X	X	X	X	X	X	X	X	X			X	X	X		X	X	X
k. Emergency Tree and Limb Removal as necessary	X	X	X	X		X	X		X	X	X	X		X	X	X	X			X	X	X		X	X	X
Groundcover and Vine Maintenance:																										
l. Groundcover and vine pruning one time per year.	X	X	X	X		X	X		X	X	X	X	X	X	X	X	X			X	X	X		X	X	
m. Groundcover edging two times per month.	X	X	X	X		X	X		X	X	X	X	X	X	X	X	X			X	X	X		X	X	
n. Groundcover and vine fertilization three times per year, March, June, and Sept.	X	X	X	X		X	X		X	X	X	X	X	X	X	X	X			X	X	X		X	X	
o. Weed control at all times.	X	X	X	X		X	X		X	X	X	X	X	X	X	X	X			X	X	X		X	X	X
Grounds Maintenance:																										
p. Landscaped area litter removal one time per week.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
q. Litter removal in paved, DG, and rock blanket areas one time per week.	X	X	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X	X	X	X	X	X		X
r. Cuttings and trimmings removal one time per week.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X		
s. Weed control in paved, DG, and rock blanket areas at all times.	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X		
t. Median(s) weed control at all times.		X		X		X		X				X		X	X	X	X			X	X	X	X	X		
u. Median(s) litter removal two times per month.		X		X		X		X				X		X	X	X	X			X	X	X	X	X		
v. Weed abatement one time per year.					X													X								X
w. Fungus, disease, rodent, and/or insect infestation control at all times.	X	X	X	X		X	X		X	X	X	X		X	X		X			X	X	X		X	X	
x. Irrigation management at all times.	X	X	X	X		X	X		X	X	X	X	X	X	X		X			X	X	X		X	X	
y. Irrigation testing and programming as needed	X	X	X	X		X	X		X	X	X	X	X	X	X		X			X	X	X		X		
Tree & Shrub Watering / Well Maintenance:																										
z. Tree & shrub watering bi-monthly.					X			X										X	X				X			

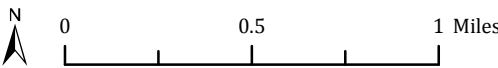


Landscaping Maintenance Areas

- 1 - CALIFORNIA JAZZ
- 2 - CAPITAL CENTER II
- 3 - CAPITAL CENTER II (ZINFANDEL EXTENSION)
- 4 - CAPITAL VILLAGE I
- 5 - CITRUS RD
- 6 - COLOMA RD (DOLCETTO TO MALAGA)
- 7 - COLOMA RD (SUNRISE TO TRUCKEE RIVER)
- 8 - COLOMA RD FRONTAGES
- 9 - COLOMA/CHASE
- 10 - ELLENWOOD
- 11 - FOLSOM BLVD SOUTH FRONTAGE
- 12 - FOLSOM BLVD MEDIANS
- 13 - HOGARTH DR LANDSCAPE FRONTAGE
- 14 - INTERNATIONAL DR / MATHER ENTRANCE
- 15 - MATHER FIELD RD
- 16 - NORTH SUNRISE MEDIANS
- 17 - INTERNATIONAL BRIDGE (KILGORE TO SUNRISE)
- 18 - ROUTIER RD FRONTAGE
- 19 - ROUTIER RD OVERCROSSING
- 20 - SOUTH SUNRISE MEDIANS
- 21 - WHITE ROCK RD
- 22 - WHITE ROCK RD (COSTCO FRONTAGE)
- 23 - ZINFANDEL DR AT MITCHELL SCHOOL
- 24 - FOLSOM BLVD (SUNRISE TO HAZEL)
- 25 - FOLSOM BLVD NORTH FRONTAGE
- 26 - FOLSOM BLVD SOUTH FRONTAGE (UNIRRIGATED)

Notes

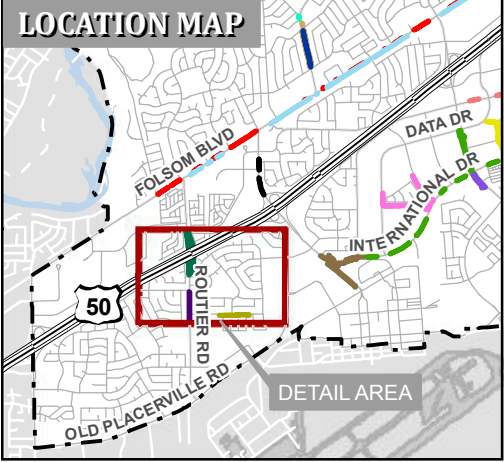
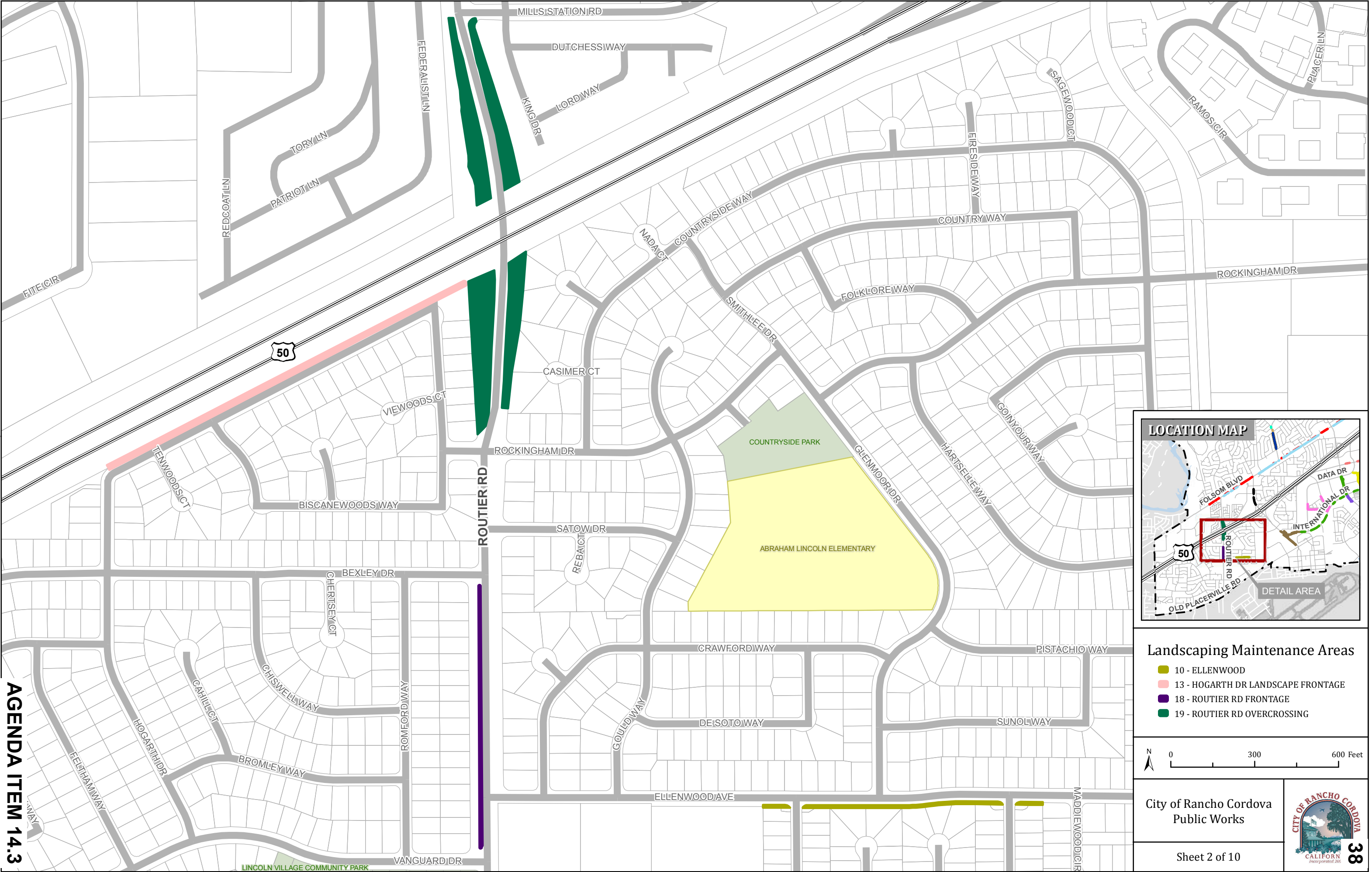
This map was compiled using the best available information at the time of publishing. The City of Rancho Cordova makes no warranty of the accuracy of the information contained on this map. The City of Rancho Cordova will not be held liable for any misuse or misinterpretation of the information.



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Public Works

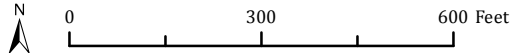
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Landscaping Maintenance Areas

- 10 - ELLENWOOD
- 13 - HOGARTH DR LANDSCAPE FRONTAGE
- 18 - ROUTIER RD FRONTAGE
- 19 - ROUTIER RD OVERCROSSING

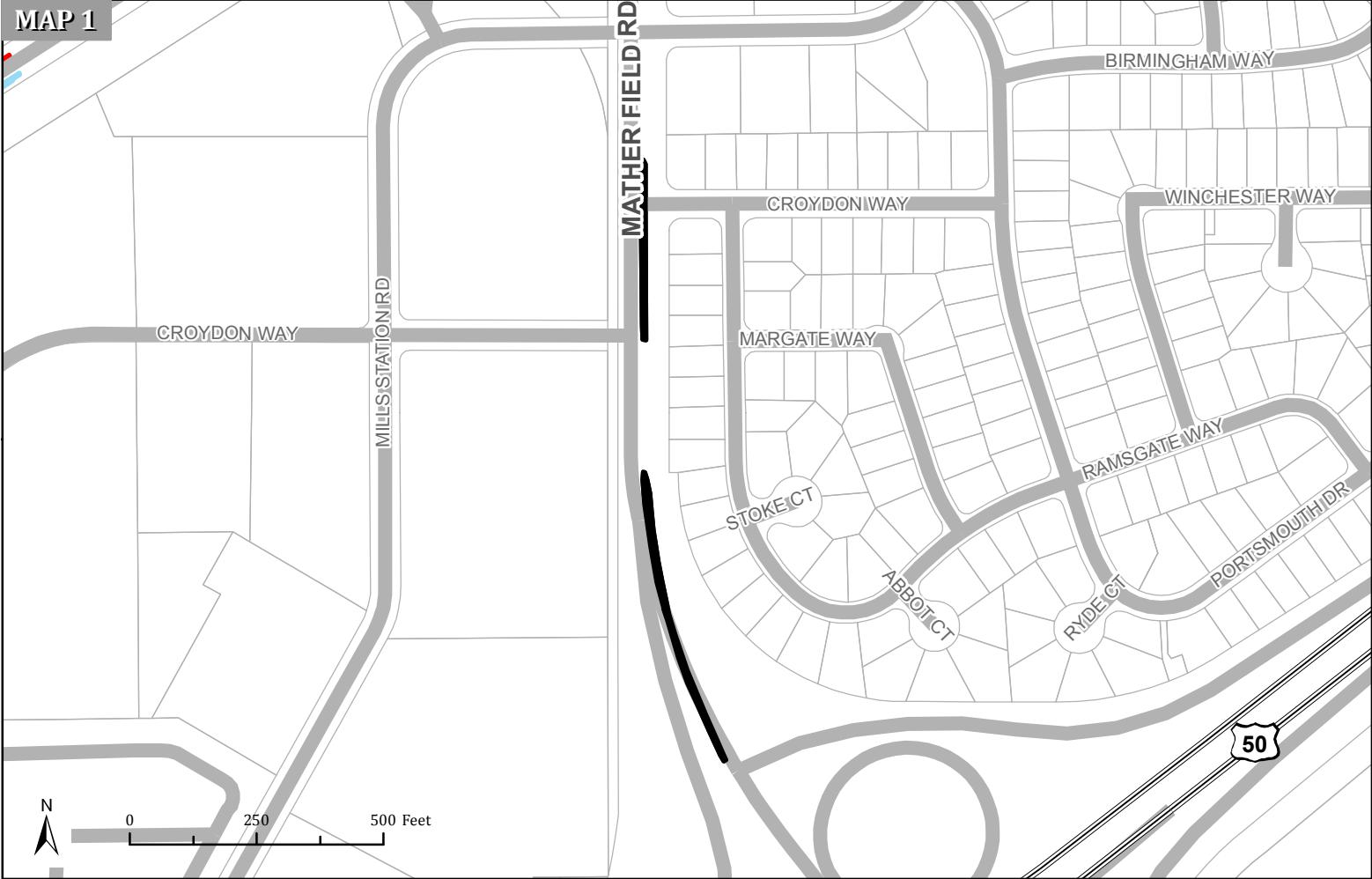


City of Rancho Cordova
Public Works

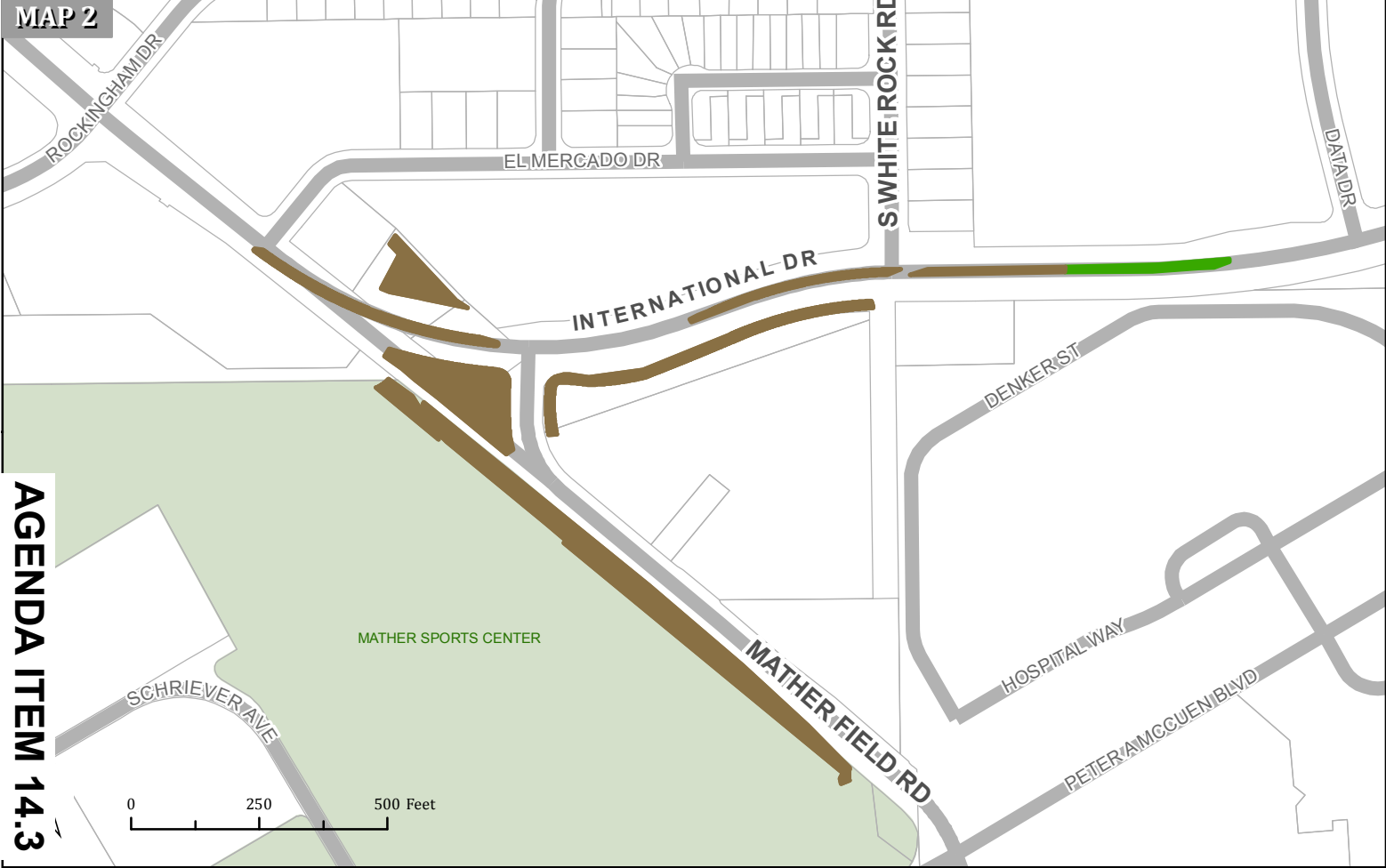
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MAP 1

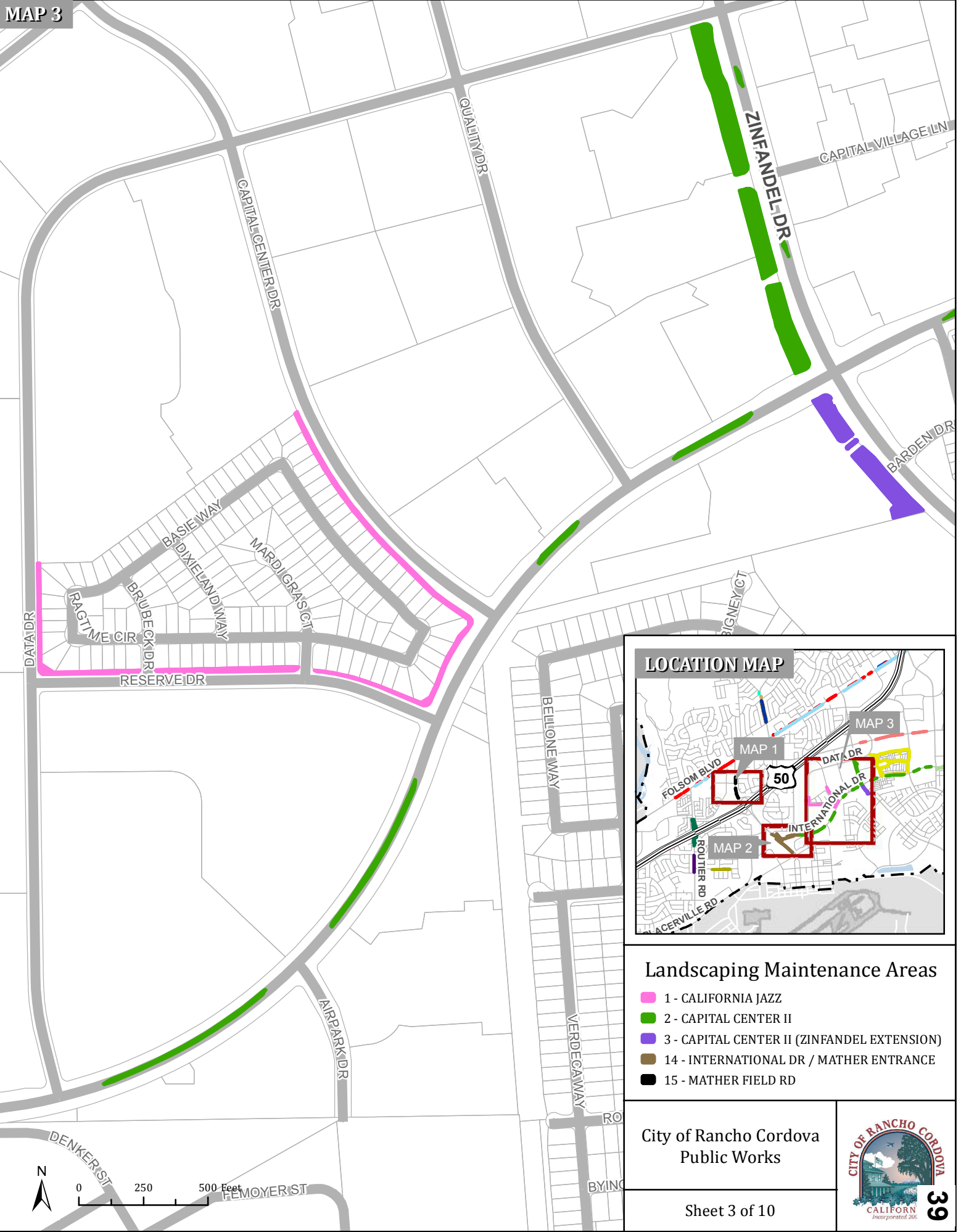


MAP 2

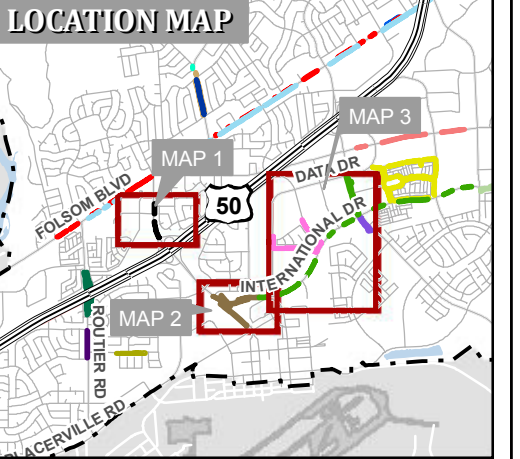


AGENDA ITEM 14.3

MAP 3



LOCATION MAP



Landscaping Maintenance Areas

- 1 - CALIFORNIA JAZZ
- 2 - CAPITAL CENTER II
- 3 - CAPITAL CENTER II (ZINFANDEL EXTENSION)
- 14 - INTERNATIONAL DR / MATHER ENTRANCE
- 15 - MATHER FIELD RD

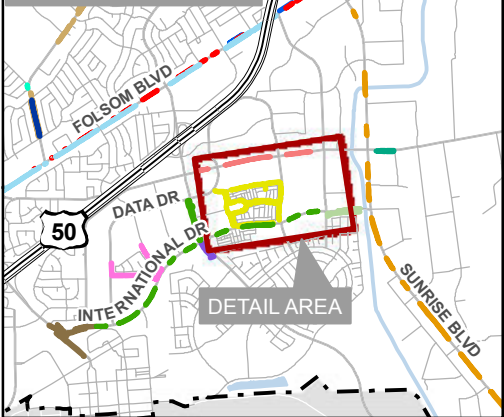
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Public Works

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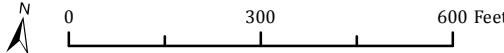


LOCATION MAP



Landscaping Maintenance Areas

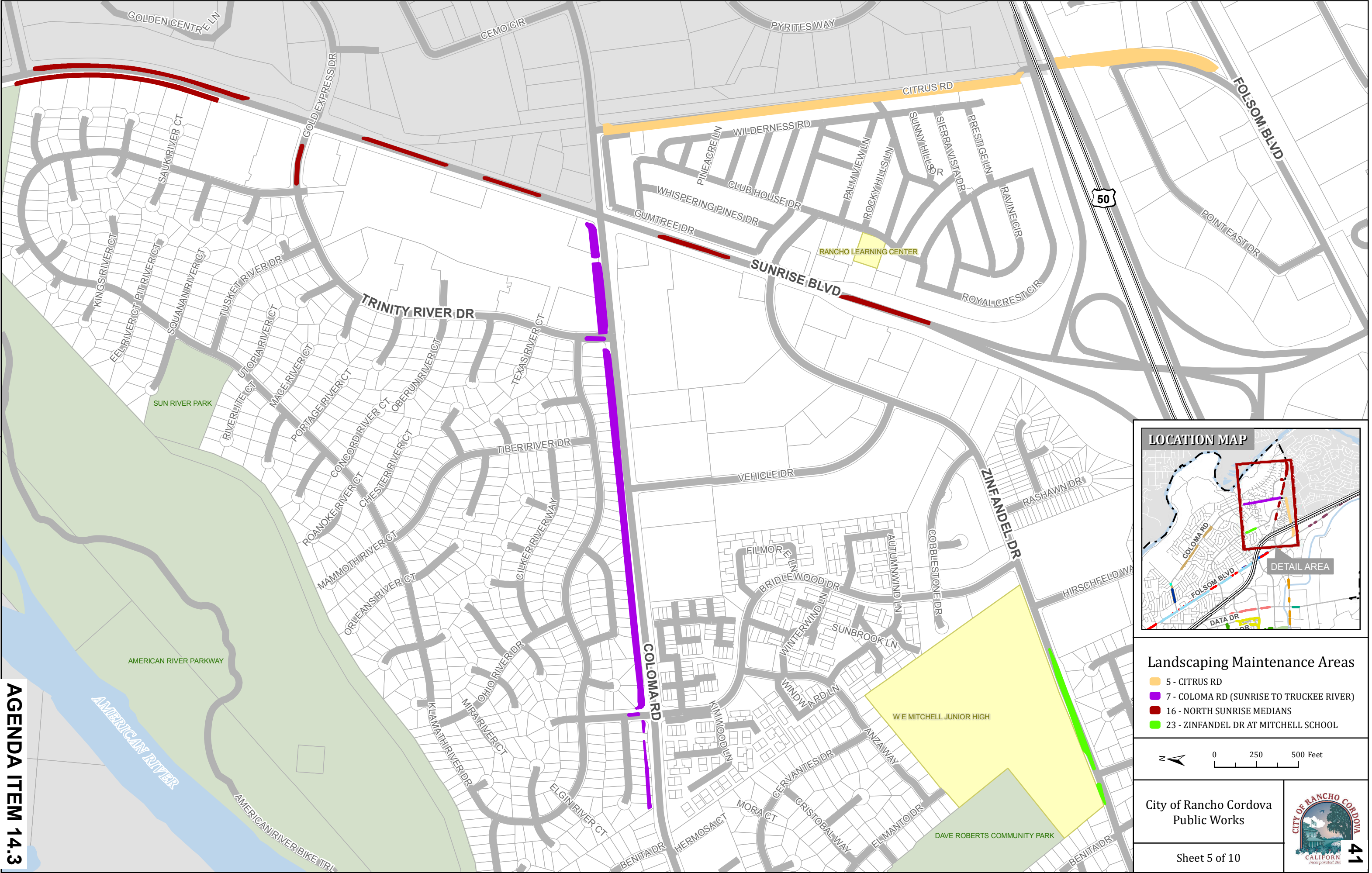
- 2 - CAPITAL CENTER II
- 4 - CAPITAL VILLAGE I
- 21 - WHITE ROCK RD



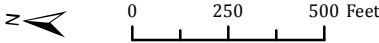
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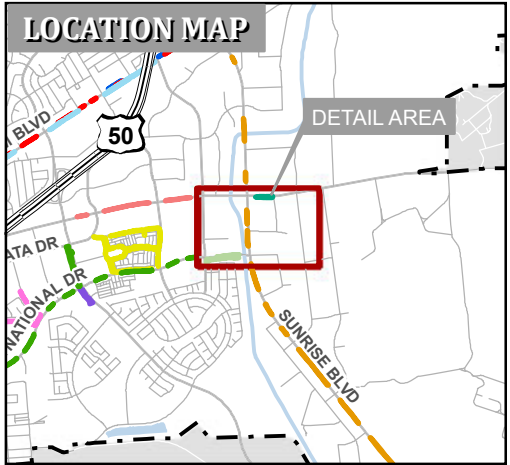


- Landscaping Maintenance Areas**
- 5 - CITRUS RD
 - 7 - COLOMA RD (SUNRISE TO TRUCKEE RIVER)
 - 16 - NORTH SUNRISE MEDIANS
 - 23 - ZINFANDEL DR AT MITCHELL SCHOOL

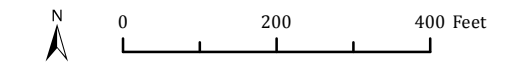


City of Rancho Cordova
Public Works





- Landscaping Maintenance Areas**
- 17 - INTERNATIONAL BRIDGE (KILGORE TO SUNRISE)
 - 20 - SOUTH SUNRISE MEDIANS
 - 22 - WHITE ROCK RD (COSTCO FRONTAGE)



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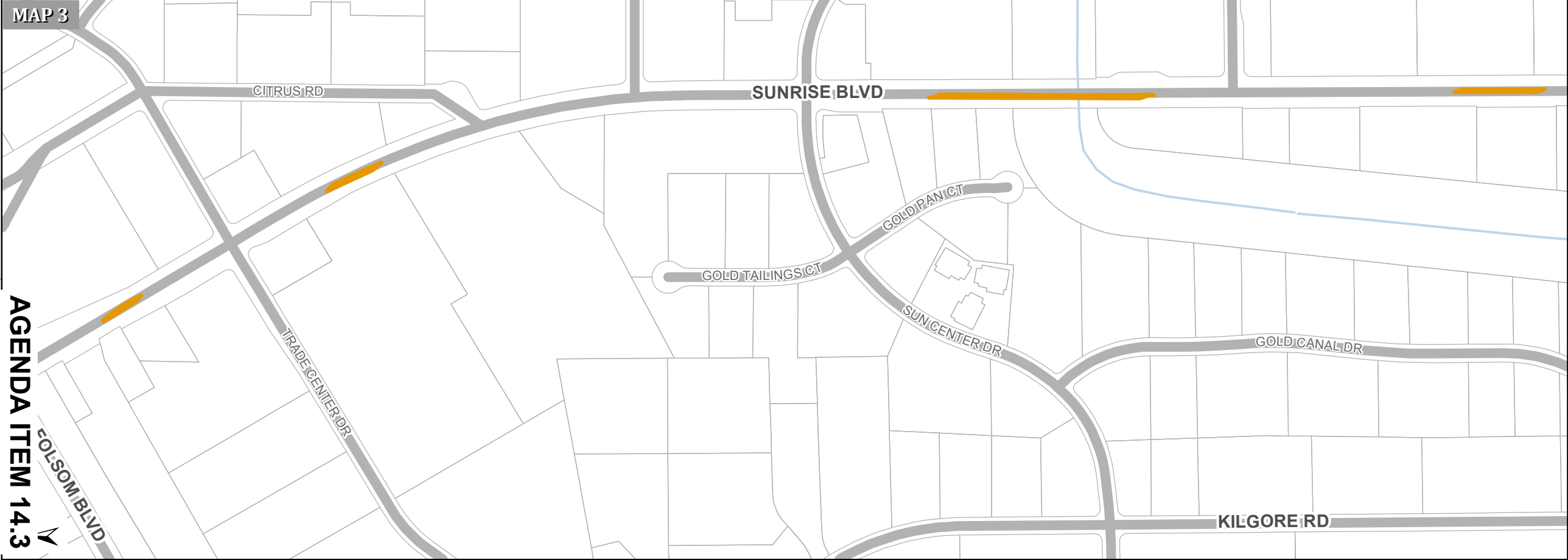
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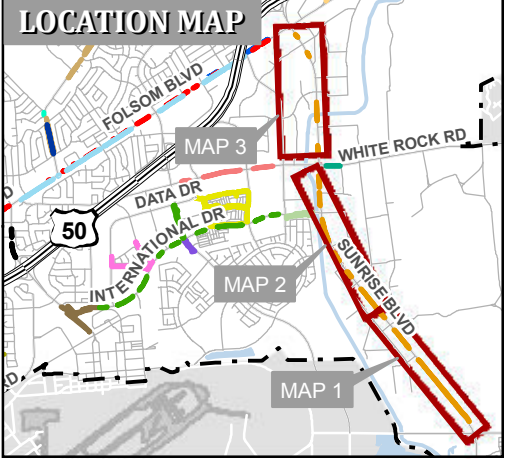
MAP 2



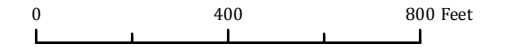
MAP 3



AGENDA ITEM 14.3



Landscaping Maintenance Areas
20 - SOUTH SUNRISE MEDIANS



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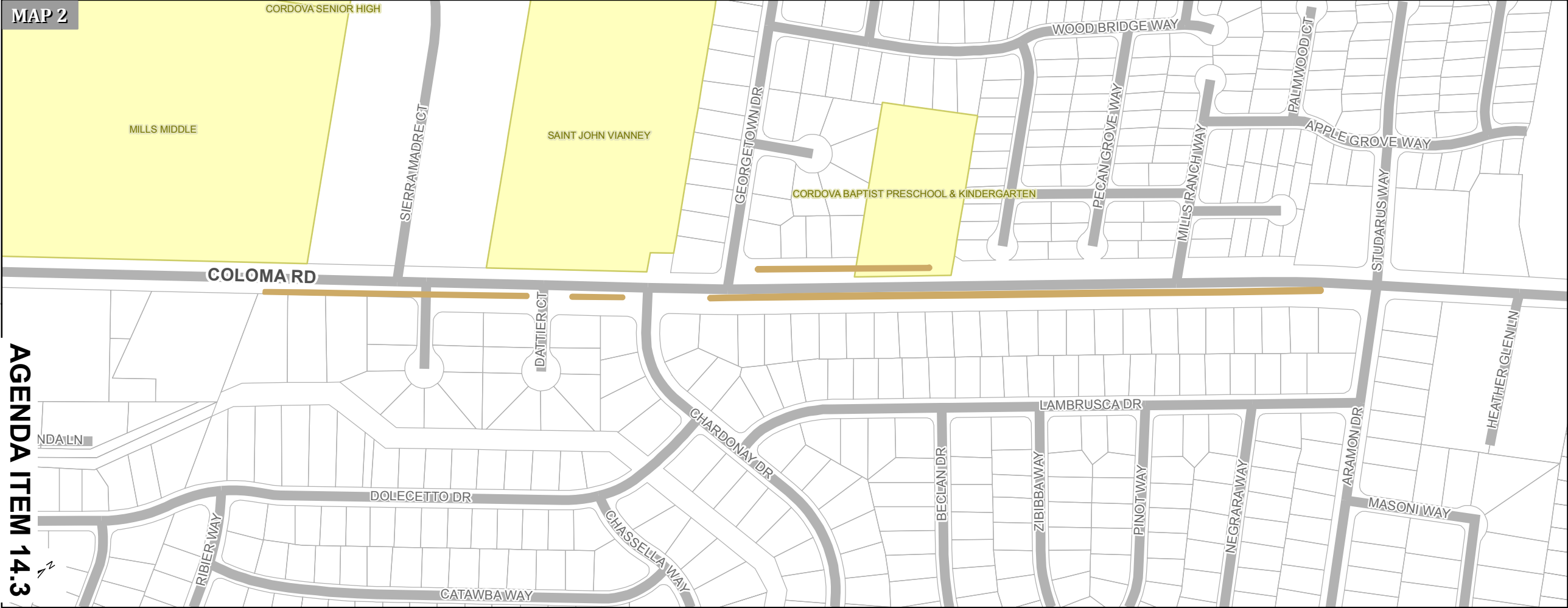
MAP 1



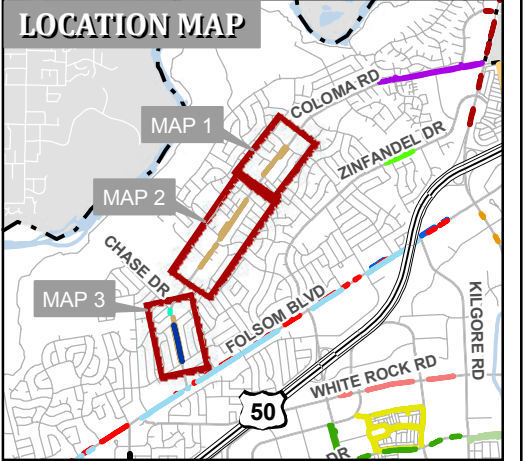
MAP 3



MAP 2



LOCATION MAP



Landscaping Maintenance Areas

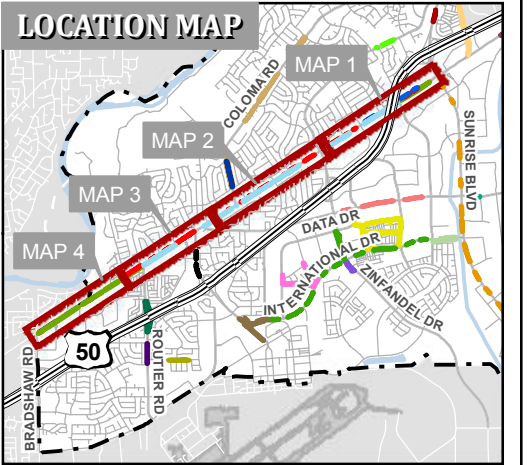
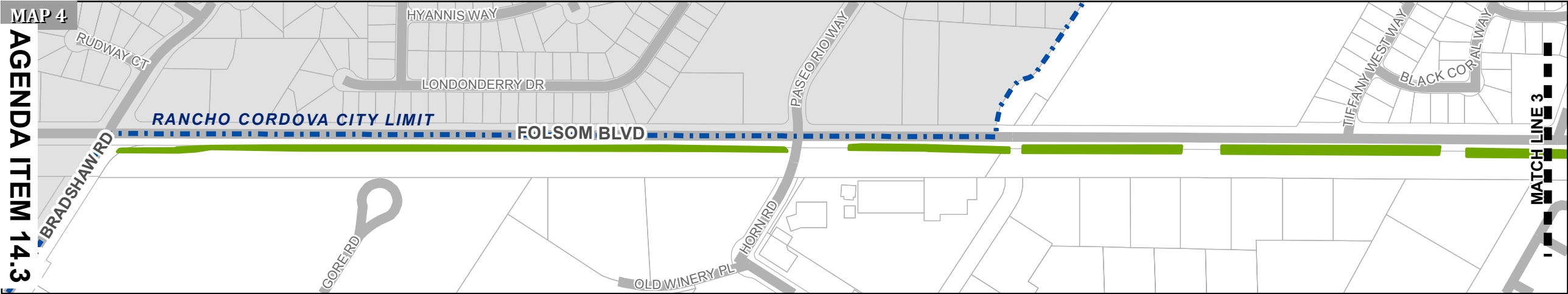
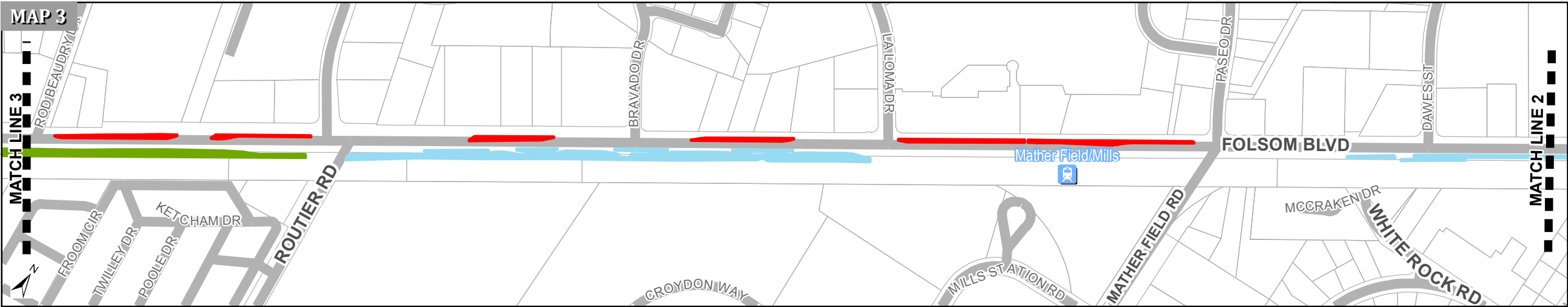
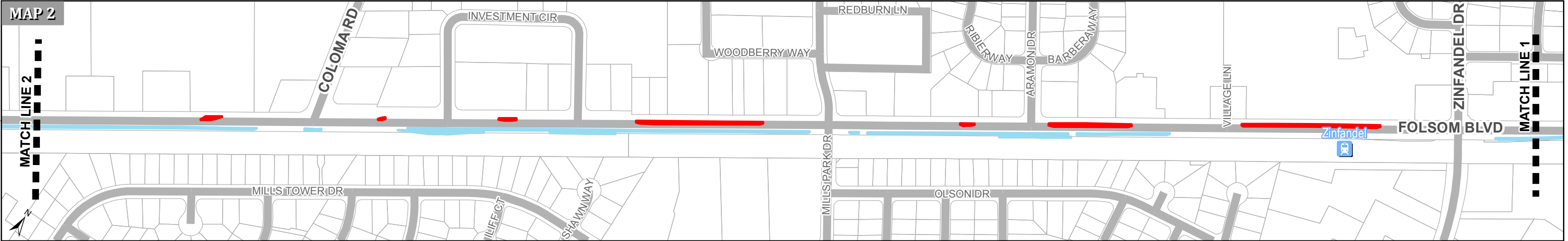
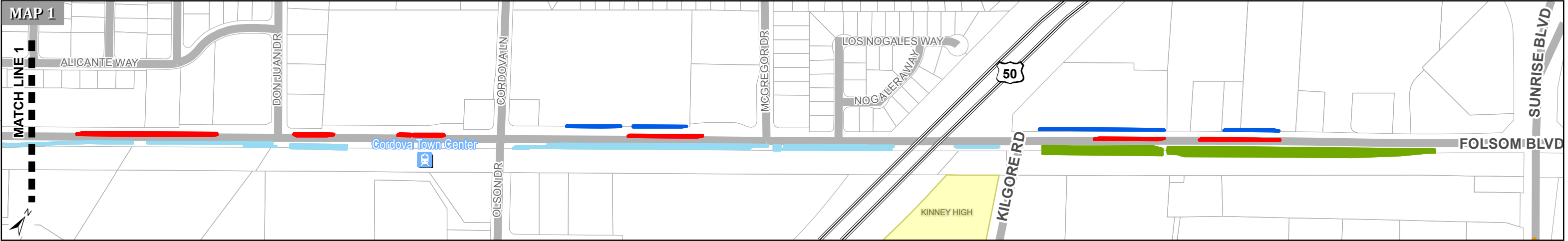
- 6 - COLOMA RD (DOLCETTO TO MALAGA)
- 8 - COLOMA RD FRONTAGES
- 9 - COLOMA/CHASE

0 300 600 Feet

City of Rancho Cordova
Public Works

Sheet 8 of 10





- Landscaping Maintenance Areas**
- 11 - FOLSOM BLVD SOUTH FRONTAGE
 - 12 - FOLSOM BLVD MEDIANS
 - 25 - FOLSOM BLVD NORTH FRONTAGE
 - 26 - FOLSOM BLVD SOUTH FRONTAGE (UNIRRIGATED)

0 400 800 Feet

City of Rancho Cordova
Public Works

Sheet 9 of 10



**EXHIBIT B
INSURANCE REQUIREMENTS**

Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Contractor does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

- 2.1 **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

CONTRACT NO.: 10-2013

the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. All Policies Requirements.

- 3.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 3.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.3 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
- During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- 3.5 Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.
- 3.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

- 4. Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which

CONTRACT NO.: 10-2013

are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

MEMORANDUM

DATE: February 19, 2013
TO: Honorable Mayor and Council Members
FROM: Rosanne Richeal, Chief of Police



SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR PARTICIPATION IN THE RANCHO CORDOVA POLICE DEPARTMENT "SELECTIVE ENFORCEMENT AND MULTILINGUAL CHILD PASSENGER SAFETY PROGRAM"

RECOMMENDATION

Adopt Resolution 24-2013.

RESULT OF RECOMMENDED ACTION

City Manager will be authorized to execute Contract 24-2013 with Dignity Health, a California Nonprofit Public Benefit Corporation, D/b/a Mercy San Juan Medical Center (Mercy) in an amount not to exceed One Hundred and Three Thousand, Five Hundred (\$103,500) Dollars for the Selective Traffic Enforcement and Multilingual Child Passenger Safety Program.

BACKGROUND

The Rancho Cordova Police Department (RCPD) has received a grant from the California Office of Traffic Safety (OTS) to fund the Selective Traffic Enforcement and Multilingual Child Passenger Safety Program.

This program will include an educational component that will include implementing a Child Passenger Program focusing on increasing seat belt and car seat compliance for multilingual communities in Sacramento County. Components of the program will include car seat inspections, CPS Technician, and roll call trainings for police personnel and community representatives.

RCPD desires to contract with Mercy to conduct this program.

ATTACHMENTS

1. Resolution 24-2013 including Exhibit 1 – Contract 3-2013.
2. State of California-Office of Traffic Safety Grant Agreement Number OP1312.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 24-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DIGNITY HEALTH
DBA MERCY SAN JUAN MEDICAL CENTER (MERCY) FOR PARTICIPATION IN THE
RANCHO CORDOVA POLICE DEPARTMENT SELECTIVE ENFORCEMENT AND
MULTILINGUAL CHILD PASSENGER SAFETY PROGRAM**

WHEREAS, The City of Rancho Cordova through the Rancho Cordova Police Department (RCPD) has received Award Number OP1312 from the California Office of Traffic Safety (OTS), which shall be used to perform the work set forth in their proposal entitled "Selective Traffic Enforcement and Multilingual Child Passenger Safety Program" (Project); and

WHEREAS, RCPD has received a grant from the California Office of Traffic Safety (OTS) to fully fund this Project; and

WHEREAS, City and RCPD desires and OTS approves that certain goals of the project be performed by Mercy and Mercy is willing and able to complete those goals; and

WHEREAS, City's contract officer for this Agreement shall be the Chief of Police of RCPD and RCPD shall carry out the terms and obligations of this Agreement on behalf of the City; and

WHEREAS, City shall enter into an Agreement for Participation in the Rancho Cordova Police Department "Selective Enforcement and Multilingual Child Passenger Safety Program" in an amount not-to-exceed One Hundred and Three Thousand, Five Hundred (\$103,500) Dollars.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract 3-2013, **EXHIBIT 1**, with Dignity Health, a California Nonprofit Public Benefit Corporation, D/b/a Mercy San Juan Medical Center in an amount not to exceed One Hundred and Three Thousand, Five Hundred (\$103,500) Dollars.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Agreement 3-2013

AGREEMENT for PARTICIPATION IN THE
Rancho Cordova Police Department "Selective Enforcement and Multilingual Child
Passenger Safety Program"

This Agreement is made and entered into as of the date last signed below, by the City of
Rancho
Cordova, a California Municipal Law Corporation hereinafter referred to as ("CITY") and
Dignity Health
a California Non-profit public benefit corporation, d/b/a as Mercy San Juan
Medical Center, hereinafter referred to as ("MERCY"). CITY and MERCY are hereinafter
referred to individually as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, CITY, through the Rancho Cordova Police Department ("RCPD"),
has received Award No. OP1312 from the California Office of Traffic Safety
("OTS"), which shall be used to perform the work set forth in their proposal
entitled, "Selective Traffic Enforcement and Multilingual Child Passenger Safety
Program" ("Project"); and

WHEREAS, CITY AND RCPD desires and OTS approves that certain goals of
Project be performed by MERCY and MERCY is willing and able to complete
those goals.

WHEREAS, CITY'S contract officer for this Agreement shall be the Chief of
Police of RCPD, and RCPD shall carry out the terms and obligations of this
Agreement on behalf of CITY.

NOW THEREFORE, MERCY and CITY agree to perform certain services in
support of the Project, subject to the following terms and conditions. The Parties
agree that no other terms and conditions shall apply unless explicitly incorporated
herein.

TERMS AND CONDITIONS

The parties agree to the following:

1. **Scope of Work/Budget.** MERCY shall use its best efforts to collaborate with CITY,
through RCPD, in order to achieve the goals of the project. Specific project goals,
project objectives, media objectives, as well as methods of procedure and evaluation
are described in detail in Exhibit A, attached and incorporated herein by this
reference. MERCY shall provide, at its own expense, all equipment, materials, and
related services as are necessary to perform as described above.
2. **Period of Performance.** The work under this Agreement shall be performed during
the period beginning October 1, 2012 through September 30, 2013 unless otherwise

changed in accordance with the "**Termination**" or "**Modifications and Amendments**" Articles of this Agreement.

3. **Reports.** MERCY shall complete reports in accordance with OTS requirements specified in the OTS Grant Program Manual, Chapter 7 as amended from time to time and incorporated herein by this reference. MERCY shall submit reports in compliance with the prime agreement awarded to RCPD by OTS. MERCY will collect and report quarterly, appropriate data that supports the progress of each goal and objective. Statistical data relating to the project goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs).

4. **Consideration.**

- A. For the performance of work hereunder, CITY, through RCPD, shall pay MERCY expenses, direct and indirect, incurred in accordance with the budget included in Schedule A of the Grant Agreement #OP1312, from the Office of Traffic Safety, attached. The total allowable costs hereunder shall not exceed One Hundred Three Thousand and Five Hundred Dollars (\$103,500), unless otherwise changed in accordance with "**Modifications and Amendments**" Article of this Agreement.
- B. Invoices should be emailed to CITY, through RCPD, at the address provided below in the "**Notices**" Article of this Agreement. Invoices must include detailed descriptions to associate specific costs with services, tasks, or other deliverables in order to assess reasonableness of costs.

5. **Rights in Data.** MERCY shall have the right to copyright, disclose, disseminate and use, in whole or in part, any data and information received, collected, or developed under this Agreement. MERCY and CITY each agree not to use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this Agreement, without prior written approval of the other Party.
6. **Applicable Law.** The validity and interpretation of this Agreement and legal relations of the Parties to it shall be governed by the laws of the State of California.
7. **Independent Contractor.** Both Parties agree that in the performance of this agreement MERCY will not be an agent or employee of CITY and will not be covered by CITY's or RCPD's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in CITY's or RCPD's retirement programs, nor be entitled to any other CITY or RCPD benefits.
8. **Excusable Delays.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of CITY, CITY shall be excused from performance hereunder for the period or periods of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. In the event of any such delay, this Agreement may be revised by changing the maximum amount, performance period, and other provisions, as appropriate, by mutual agreement of the Parties, in accordance with Article 15 herein.

9. Indemnification.

- A. CITY agrees to defend, indemnify and hold MERCY, its officers, employees and agents harmless from and against any and all liability, loss expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY.
- B. MERCY agrees to defend, indemnify and hold CITY and RCPD, its officers, employees and agents harmless from and against any and all liability, loss expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MERCY.

10. General Terms, Conditions and Certifications. MERCY and any and all subcontractors agree to abide by the General Terms, Conditions and Certifications contained in OTS Program Manual, Volume II, Chapter 6, Exhibit 6-A, as amended from time to time and incorporated herein by this reference.

11. Insurance. MERCY, at its sole cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits and/or forms as may be required by CITY. MERCY shall provide proof satisfactory to CITY of such insurance and maintain insurance throughout the term of this Agreement.

12. Notices. All notices given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

CITY, through RCPD: 2897 Kilgore Road, Rancho Cordova, CA 95670

MERCY: 6501 Coyle Ave, Carmichael, CA 95608

13. Modifications and Amendments. No modification or amendment of this Agreement is effective unless made in writing and signed by both CITY and MERCY.

14. Assignment. MERCY shall not assign or transfer any of its rights or responsibilities under this Agreement, without the prior consent of CITY.

15. Termination. This Agreement may be terminated by either Party upon 60 days written notice to the other Party.

16. Survival. Notwithstanding any other provision of this Agreement, Section 9 shall survive the termination or expiration of this Agreement.

17. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

18. Entire Agreement. The terms and conditions contained herein and in the attached Exhibit A constitute the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

AGREED:

Dignity Health a California Nonprofit
Public Benefit Corporation, D/b/a Mercy
San Juan Medical Center

By _____
Brian Ivie, President

Date _____

Taxpayer ID 94-2761692

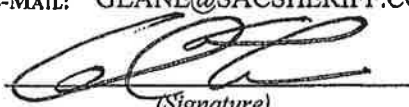
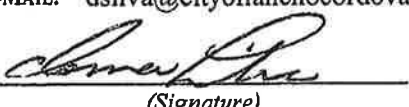
The City of Rancho Cordova

By _____
Donna Silva, Finance Director
City of Rancho Cordova

Date _____

By 
Rosanne Richeal, Chief of Police
Rancho Cordova Police Department

Date _____
2027643.1
1787963.1

1. GRANT TITLE Selecting Traffic Enforcement and Multilingual Child Passenger Safety Program	
2. NAME OF APPLICANT AGENCY City of Rancho Cordova	4. GRANT PERIOD
3. AGENCY UNIT TO HANDLE GRANT	From: 10/1/2012 To: 9/30/2013
5. GRANT DESCRIPTION To reduce the persons killed and injured in alcohol involved crashes, "best practice" strategies will be conducted by hiring fulltime traffic enforcement personnel supported by operations conducted on an overtime basis. The funded strategies include DUI/Driver's License checkpoints and DUI saturation patrols. This program will also develop a "Hot Sheet" program. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. This program will include an educational component that will include implement a Child Passenger Program focusing on increasing seat belt and car seat compliance for multilingual communities, in Sacramento County. Components of the program will include car seat inspections, CPS Technician, and roll call trainings for police personnel and community representatives.	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$289,000.00	
The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B (OTS-38d) – Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable) - Schedule C (OTS-38g) – Quarterly Evaluation Data Form (if applicable) - Exhibit A – Federal Certifications and Assurances - Exhibit B* - OTS Grant Program Manual *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at: www.ots.ca.gov/Grants/Grant_Administration/Program_Manual.asp. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
7. APPROVAL SIGNATURES	
A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY
NAME: Gerald Lane PHONE: 916 876-6675 TITLE: Sergeant FAX: 916 875-9672 ADDRESS: 2897 KILGORE ROAD RANCHO CORDOVA, CA 95670 E-MAIL: GLANE@SACSHERIFF.COM  12/4/12 (Signature) (Date)	NAME: Donna Silva PHONE: 916 851-8730 TITLE: Finance Director FAX: 916 851-8730 ADDRESS: 2729 PROSPECT PARK DR RANCHO CORDOVA, CA 95670 E-MAIL: dsilva@cityofranchocordova.org  12/6/12 (Signature) (Date)
C. FISCAL OR ACCOUNTING OFFICIAL	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS
NAME: Kristie Meeks PHONE: 916 875-9605 TITLE: DIV. BUDGET COOR FAX: 916 875-9605 ADDRESS: 2897 KILGORE ROAD RANCHO CORDOVA, CA 95670 E-MAIL: KMEEKS@SACSHERIFF.COM  12/4/12 (Signature) (Date)	NAME: City of Rancho Cordova ADDRESS: 2729 PROSPECT PARK DR RANCHO CORDOVA, CA 95670

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PROBLEM STATEMENT

In 2010, California's traffic fatalities decreased 11.9 percent (3,081 vs. 2,715) – reaching their lowest level since the federal government began recording traffic fatalities in 1975. California 2009 Mileage Death Rate (MDR) – fatalities per 100 million miles traveled is 0.95, and marks the first time California has been below 1.0. California is much better than the national 1.14 MDR. Although the fatality rates have dropped for four consecutive years (2007-2010), total fatalities are projected to be up 3.5% in 2011.

Alcohol-impaired driving fatalities (fatalities in crashes involving a driver or motorcycle rider (operator) with a blood alcohol concentration (BAC) of 0.08 grams per deciliter (g/dL) or greater) dropped by 14.4 percent from 924 in 2009 to 791 in 2010. The 2010 figure is the lowest DUI death total ever. As a percent of total fatalities, alcohol-impaired fatalities decreased from 30 percent in 2009 to 29 percent in 2010. This number has remained virtually unchanged in the past five years and DUI arrests have dropped in 2010 to 195,879 as compared to 208,531 in 2009. The 2010 DUI arrest figure represents more DUI arrests than any year between 1997-2005.

California's first observational survey of cell phone use by drivers showed that drivers are talking and texting at a combined rate of at least 9 percent at any given time. Hand-held cell phone convictions increased 22 percent from 361,260 in 2010 to 460,487 in 2011. Texting convictions increased 47 percent from 7,924 in 2010 to 14,886 in 2011. In 2010, 1,458 California drivers were killed in crashes, of whom 1,312 were tested for drugs after death. The federal government reports that 388 tested positive for "drug involvement", or 25 percent of all drivers.

Motorcycle fatalities decreased 10.7 percent from 394 in 2009 to 352 in 2010, but projections indicated over 400 motorcyclists were killed in 2011.

Significant reductions in the rate of deaths and injuries to child passengers have been achieved in recent years. However, many children are still dying or suffering major injury unnecessarily on the road. Statewide, 94 children aged 0-14 died, and 10,858 were injured in 2009 (SWITRS). In large part, these deaths and injuries continue because of non-use and misuse of child restraints. Fifty-two percent of the 94 children who died in 2009 were unrestrained; the incorrect use rate of harness-type seats observed at community events continues to be about 85%; a study in 2007 found that the rate of incorrect use of booster seats was 69%.

Inadequate protection for elementary-school-aged children and teens continues to be a major problem. Children aged 4-12 are more than twice as likely more likely to be injured in a crash than younger children, in large part because of inappropriate restraint. While educational programs and improved laws are having an impact (in 2007, 36% of 4- and 5-year-olds and 25% of 6- and 7-year-olds were using booster seats; by 2009 these figures had increased to 68% of 4- and 5-year-olds and 39% of 6- and 7-year-olds), there are still a very large number of children inadequately protected, especially the older age group whose use of boosters is very low despite most children needing one until 10 -12 years old. This is largely because of the widespread lack of knowledge among Californian parents about the importance and mechanics of correct belt fit in preventing severe injury.

There remains an urgent need to educate parents and children from birth through the school years about how to prevent injury from motor vehicle crashes. The recent revision of the child restraint law means that this is an ideal time to focus increased outreach on families with elementary-school aged children. However, in a

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Grant No: OP1312
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crowded media market and perhaps because of a perception that lower death rates mean that the problem of child passenger safety is now solved, it is increasingly difficult to attract the attention of the mass media to this endemic, life-threatening problem. New strategies are needed to bring key CPS messages to a wider audience.

Primary Collision Factor: The one element or driving action which, in the officer's opinion, best describes the primary or main cause of the collision.

Using local data (not OTS Rankings or SWITRS), complete the table below.

Collision Type	2009				2010				2011			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	2		2		4		4		2		2	
Injury	188		248		179		223		206		207	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	0	25	0	70	1	8	1	14	1	17	1	18
Hit & Run	0	27	0	38	0	16	0	22	0	16	0	19
Nighttime (2100-0259 hours)	0	26	0	32	0	17	0	24	0	12	0	16
Top 3 Primary Collision Factors	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
# 1 -22350									0	7	0	7
#2-r/w Violation									1	8	1	8
#3-Imp. Turn									1	6	1	6

PERFORMANCE MEASURES

GRANT GOALS

1. To reduce the number of persons killed in traffic collisions.
2. To reduce the number of persons injured in traffic collisions.
3. To reduce the number of persons killed in alcohol-involved collisions.
4. To reduce the number of persons injured in alcohol-involved collisions.
5. To reduce the number of persons killed in drug-involved collisions.
6. To reduce the number of persons injured in drug-involved collisions.
7. To reduce the number of motorcyclists killed in traffic collisions.
8. To reduce the number of motorcyclists injured in traffic collisions.
9. To reduce the number of motorcyclists killed in alcohol-involved collisions.
10. To reduce the number of motorcyclists injured in alcohol-involved collisions.
11. To reduce hit & run fatal collisions.

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12. To reduce hit & run injury collisions.
13. To reduce nighttime (2100 – 0259 hours) fatal collisions.
14. To reduce nighttime (2100 – 0259 hours) injury collisions.
15. To reduce the number of vehicle occupants killed under the age of six.
16. To reduce the number of vehicle occupants injured under the age of six.
17. To increase seat belt use.

GRANT OBJECTIVES

1. To issue a press release announcing the kick-off of the grant by November 15 of the first grant year. The press releases and media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. To include, when appropriate, that an at fault driver was suspected of or was in fact drug impaired (if possible not the drug involved, e.g., marijuana, prescription drugs, etc.) when reporting to the media the details from a crash or crash investigation.
3. To send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed a draft press release should first be sent to the OTS PIO for approval. Drafts should be sent for approval as early as possible to ensure adequate turn-around time. Optimum lead time would be 10-20 days prior to the operation. Media communications reporting the results of grant activities such as ENFORCEMENT OPERATIONS are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
4. To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
5. To issue a press release prior to each motorcycle safety enforcement operation to raise awareness about motorcycle safety in general and to draw attention to the motorcycle safety enforcement operations. If you (grantee) choose not to use the OTS template, the press releases and media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
6. To email the OTS Public Information Officer at pio@ots.ca.gov, and copy your OTS Coordinator, at least 30 days in advance a short description of any significant grant related traffic safety event or program so that OTS has enough notice to arrange for attendance and/or participation in the event.
7. To submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.), which is meant for general public use, to the OTS Public Information Officer at

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pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the production or duplication.

8. To include the OTS logo, space permitting, on grant funded print materials; consult your OTS Coordinator for specifics relating to this grant.
9. To develop and maintain a "Hot Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions by December 31 of the first grant year. Updated Hot Sheets should be distributed to patrol and traffic officers every three to four weeks.
10. To conduct Standardized Field Sobriety Testing (SFST) training for 6 officers by January 31.
11. To send 5 law enforcement personnel to the NHTSA "Advanced Roadside Impaired Driving Enforcement" (ARIDE) 16 hour POST-Certified training by January 31.
12. To submit (not required but encouraged by OTS) a California-Law Enforcement Challenge application to CHP according to instructions on the CHP website <http://www.chp.ca.gov/features/clec.html> and submit a copy of the application to CHP and the Office of Traffic Safety by the last Friday of March.
13. To conduct 60 DUI Saturation Patrols.
14. To conduct 10 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning and other primary collision factor violations by motorcyclists and other drivers.
15. To conduct 0 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
16. To participate in the National Distracted Driving Awareness Month in April.
17. To participate in the statewide Click It or Ticket mobilization period in May.
18. To conduct 30 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
19. To conduct 0 Warrant Service operation(s) targeting multiple DUI offenders who violate probation terms or fail to appear in court.
20. To conduct 0 Court Sting operation(s) to cite individuals driving from court after having their driver's license suspended or revoked.
21. To conduct 0 Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
22. To collaborate with the county's "Avoid DUI Coalition" by: participating in all planning and scheduling meetings and MADD/Avoid DUI Seminars; providing your county Avoid Coordinator (Host) with your agency's schedule of operations that occur during any Avoid operational campaign period; and reporting daily, during holiday Avoid efforts, to the county Avoid Coordinator your agency's DUI arrests & DUI fatality information for the Avoid media campaign.
23. To increase child safety usage among multi-cultural care-givers.

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24. To include educational outreach information relative to the consequences of leaving children unattended in or around vehicles in all child passenger safety brochures, press releases, PSAs, and speaking opportunities.
25. To hold at least one educational program offering Continuing Educational Units to NHTSA Certified CPS technicians to help them maintain certification.
26. To maintain a list of all bilingual car seat technicians in the greater Sacramento area and check in with each technician at least twice during the grant period, get status updates, assist with navigating the Safe Kids CPS Certification website, offer support and discuss challenges.
27. To work closely with twenty-five representatives from community-based organizations to promote child safety use at both the neighborhood and community levels.
28. To convene a task force to meet at least four times per year to explore innovative outreach methods, build class attendance and promote services to each culture.
29. To conduct one highly-publicized seat belt/car seat enforcement saturation operation.
30. To e-mail reminders of car seat and seat belt basics to care givers who have attended the fitting station 6-12 months after receiving car seat education to reinforce car seat basics and next steps for their child.
31. To distribute 350 free child safety seats to multi-cultural children who do not have one.
32. To properly fit 350 multi-cultural children in safety seats and educate their parents about proper installation in their native language at fitting stations.
33. To conduct at least 24 multi-lingual educational traffic safety presentations (two hour classes) impacting 350 multi-cultural caregivers.
34. To execute a sub-contact with Mercy San Juan Medical Center for the Multi-lingual Occupant Protection Program.
35. To hire a Car Seat Coordinator (1 FTE) to coordinate multi-lingual outreach.
36. To conduct 2 three-month Youth Driver Safety Education Programs in one high school impacting 750 students.

***NOTE:** Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

METHOD OF PROCEDURE

Phase 1 – Program Preparation, Training and Implementation (1st Quarter of the Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- A draft news release will be submitted to OTS to announce the grant program.

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- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop the "Hot Sheets", research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP program will be accomplished by deploying personnel at high collision locations.

Phase 2 – Community Awareness (Throughout Grant Period)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Phase 3 – Data Collection & Reporting (Throughout Grant Period)

- The police department will submit a Quarterly Performance Report (QPR) and a separate quarterly Schedule C within 30 days following each calendar quarter.
- The final QPR, Schedule C, Claim and Executive Summary are due to OTS 30 days following the end of the grant period.
- Reports shall be completed and submitted in accordance with OTS requirements specified in the Grant Program Manual.

METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will prepare the Executive Summary to accompany the final QPR. The Executive Summary will: (1) briefly state the original problem; (2) specify the most significant goals and objectives; (3) highlight the most significant activities that contributed to the success of the program and the strategies used to accomplish the goals; and (4) describe the program's accomplishments as they relate to the goals and objectives.

ADMINISTRATIVE SUPPORT

This program has full support of the City of Rancho Cordova. Every effort will be made to continue the activities after the grant conclusion.

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SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. OP1312

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION
402	20.600	STATE/COMMUNITY HIGHWAY SAFETY
405	20.602	OCCUPANT PROTECTION INCENTIVE GRANT

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	CFDA	FY-1 10/1/12 thru 9/30/12		
A. PERSONNEL COSTS				
None				
Category Sub-Total		\$ -		\$ -
B. TRAVEL EXPENSE				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
C. CONTRACTUAL SERVICES				
Sacramento County Sheriff's Department	20.600	\$ 155,500.00		\$ 155,500.00
Sacramento County Sheriff's Department	20.602	\$103,500		\$ 103,500.00
Category Sub-Total		\$ 259,000.00		\$ 259,000.00
D. EQUIPMENT				
Vehicle Speed Feedback Sign	20.600	\$ 10,000.00		\$ 10,000.00
Traffic Collision Reconstruction System	20.600	\$ 20,000.00		\$ 20,000.00
Category Sub-Total		\$ 30,000.00		\$ 30,000.00
E. OTHER DIRECT COSTS				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
F. INDIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL		\$ 289,000.00		\$ 289,000.00

SCHEDULE B-1
GRANT NO. OP1312

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

None

TRAVEL EXPENSE

None

CONTRACTUAL SERVICES

Sacramento County Sheriff's Department- A contract will be developed with Sacramento County Sheriff that details overtime costs to be reimbursed. Sacramento County Sheriff personnel may participate in the following operations: DUI Saturation Patrols, Traffic Enforcement Operations, and Motorcycle Safety Operations

Sacramento County Sheriff's Department- The city will contract with a vendor to support a multicultural occupant protection program focusing on child passenger safety. This will include education and outreach to multicultural communities in the county

EQUIPMENT

2 Vehicle Speed Feedback Sign(s) - solar, battery powered or hardwired pole-mounted sign to display the speed of vehicles. Costs may include modifications and accessories. This item will only be used on roadways off the Federal Aid System and its installation is at the expense of the grantee.

Traffic Collision Reconstruction System- system to diagram and record a scene and perform calculations. Costs may include laptop, software, electronic transit and electronic distance measuring device.

OTHER DIRECT COSTS

None

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

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SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. OP1312
Sub Budget

FUND NUMBER	CATALOG NUMBER (CFDA)	
402	20.600	
405	20.602	

COST CATEGORY	FISCAL YEAR ESTIMATES		TOTAL COST TO GRANT
	CFDA	FY-1 10/1/12 thru 9/30/12	
A. PERSONNEL COSTS			
Positions and Salaries			
<u>Overtime</u>			
DUI Saturation Patrols	20.600	\$ 75,000.00	\$ 75,000.00
Traffic Enforcement Operations	20.600	\$ 35,000.00	\$ 35,000.00
Motorcycle Safety Enforcement Operation	20.600	\$ 8,000.00	\$ 8,000.00
Benefits @7.65%	20.600	\$ 9,180.00	\$ 9,180.00
Category Sub-Total		\$ 127,180.00	\$ 127,180.00
B. TRAVEL EXPENSE			
In-State	20.600	\$ 2,320.00	\$ 2,320.00
Out-of-State		\$ -	\$ -
Category Sub-Total		\$ 2,320.00	\$ 2,320.00
C. CONTRACTUAL SERVICES			
Multilingual Child Passenger Safety Program	20.602	\$ 103,500.00	\$ 103,500.00
			\$ -
Category Sub-Total		\$ 103,500.00	\$ 103,500.00
D. EQUIPMENT			
			\$ -
			\$ -
Category Sub-Total		\$ -	\$ -
E. OTHER DIRECT COSTS			
Lidar Devices	20.600	\$ 21,000.00	\$ 21,000.00
Radar Units	20.600	\$ 5,000.00	\$ 5,000.00
Category Sub-Total		\$ 26,000.00	\$ 26,000.00
F. INDIRECT COSTS			
None			\$ -

Category Sub-Total		\$ -	\$ -
GRANT TOTAL		\$ 259,000.00	\$ 259,000.00

SCHEDULE B-1
GRANT NO. OP1312

SUB BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$32.00/hour to \$72.00/hour.

Overtime reimbursement (OT hourly rate and benefit) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Maximum Overtime Benefit Rate

Social Security/FICA/OASDI	7.65%
Total Benefit Rate	7.65%

TRAVEL EXPENSE

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Governors Highway Safety Association annual meeting. *All conferences, seminars or training not specifically identified in the SCH B1 budget, must be approved by OTS.*

All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

Multi Child Passenger Safety Program- The city will contract with a vendor to support a multicultural occupant protection program focusing on child passenger safety. This will include education and outreach to multicultural communities in the county

EQUIPMENT

None

OTHER DIRECT COSTS

6 Lidar Device(s) – light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement.

2 Radar Device(s) - to measure the speed of motor vehicles for speed enforcement.

SCHEDULE B-1
GRANT NO. OP1312

SUB BUDGET NARRATIVE

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INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

**EXHIBIT A
CERTIFICATIONS AND ASSURANCES**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Grantee Agency will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- National law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.

The Grantee Agency shall actively encourage all relevant law enforcement personnel in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (b) (1) (E))

Other Federal Requirements

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. (49 CFR 18.21)

The same standards of timing and amount, including the reporting of cash disbursement and balances, apply to grantees as they do the State. (49 CFR 18.41)

Failure to adhere to these provisions may result in the termination of State drawdown privileges.

Equipment acquired under this Grant Agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Grantee Agency; or the State, by formal agreement with appropriate

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CFR 1200.21);

The Grantee Agency will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

Federal Funding Accountability and Transparency Act

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; , and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq. PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse and alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (41 U.S.C. 702);

The Grantee Agency will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES**Buy America Act**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Political Activity (Hatch Act)

The Grantee Agency will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The Grantee Agency official certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee Agency official shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**EXHIBIT A
CERTIFICATIONS AND ASSURANCES**

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment And Suspension

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Grantee Agency official shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grantee Agency official shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters –
Primary Covered Transactions:**

1. The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such Grantee Agency official shall attach an explanation to this Grant Agreement.

Instructions for Lower Tier Certification

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this Grant Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Grantee Agencies are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving-
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or on behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Grantee Agency official has reviewed the Grant Agreement and hereby declares that no significant environmental impact will result from implementing this traffic safety program. If, under a future revision, this program will be modified in such a manner that a program would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: John Samuelson, Operation & Maintenance Manager

SUBJECT: 2010 CENSUS URBAN BOUNDARY ADJUSTMENT



RECOMMENDATION

Adopt Resolution 22-2013.

RESULT OF RECOMMENDED ACTION

City staff will submit proposed changes to the 2010 census urban boundary to include anticipated growth in the Rio Del Oro and Sun creek developments to the California Department of Transportation.

BACKGROUND

Every ten years, after the federal government performs the census, the Federal Highway Administration updates their urban/rural boundary maps based on the number of resident within a census district. These maps are then submitted to local jurisdiction to allow them the opportunity to make any adjustments to the boundary that is deemed appropriate. The California Department of Transportation, on behalf of the Federal Highway Administration, requires a resolution be adopted by any jurisdiction that is requesting adjustments to the 2010 Census Designated Urban Boundaries.

In anticipation of development within the next ten years, City Staff, in coordination with the County of Sacramento, submitted a draft proposal to SACOG to include the developments of Rio Del Oro and Sun creek by extending the urban boundary along Kiefer Blvd. to the South, Grant Line Road to the East, and White Rock Road to the North. The City's draft proposal (Exhibit A) was combined with proposals from the County of Sacramento and the City of Folsom. Some Federal and State grants are only available to roads or areas within the urban boundary. The City will be better equipped to obtain grants to facilitate development by including anticipated development within the urban boundary.

ATTACHMENT

Resolution 22-2013 including Exhibit A - Proposed 2010 Census Urban Boundary Adjustment Map.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 22-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REGARDING THE ADJUSTMENT OF 2010 CENSUS DESIGNATED URBAN BOUNDARIES
FOR TRANSPORTATION PURPOSES**

WHEREAS, Section 101(a) of Title 23 U.S. Code allows for the State and local officials in cooperation with each other to adjust the Census designated urban area boundaries, subject to approval by the Secretary of Transportation; and

WHEREAS, the California Department of Transportation, on behalf of the Federal Highway Administration, requested the City of Rancho Cordova adjust, if necessary, the 2010 Census Designated Urban Boundaries; and

WHEREAS, the City wishes to adjust the Census designated urban area boundaries by extending the boundaries east of Sunrise Boulevard to Grant Line Road from White Rock Road to the north to Kiefer Boulevard to south; and

WHEREAS, the City's recommendation is based on the anticipated growth of the Rio Del Oro and Suncreek developments.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA approves the adjusted urban area for the City of Rancho Cordova (**EXHIBIT A**) and authorizes submittal to the California Department of Transportation on February 19, 2013.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

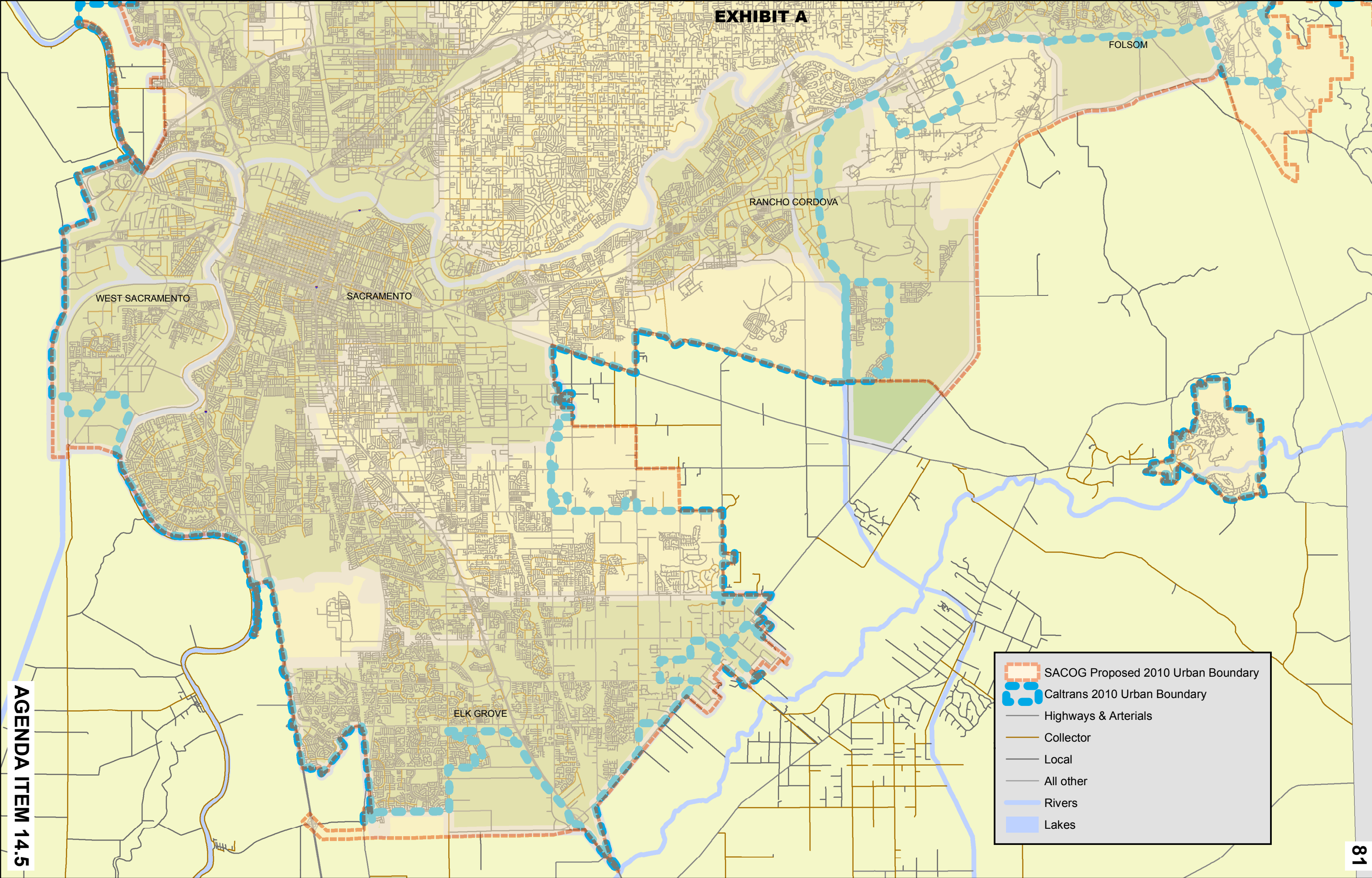
ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A



MEMORANDUM

DATE: February 19, 2013
TO: Council Members
FROM: Linda Budge, Mayor
SUBJECT: **RESOLUTION IN SUPPORT OF KEEPING THE SACRAMENTO KINGS IN THE REGION**



In March of 2012, the City Council passed a resolution in favor of keeping the Sacramento Kings in the region and encouraging the City of Sacramento in their efforts to build a regional sports and entertainment complex in the Railyards. Tonight's resolution differs in that it is addressed specifically to the National Basketball Association and asks it to take the necessary actions to leave the Kings in Sacramento.

For most of us in the region, this is an economic development issue. When we consider the effect on our business community here in Rancho Cordova, it would mean a loss of contracts for services and supplies purchased by both the team and the arena itself. It would mean a loss of promotional opportunities for some of our most respected corporations, and for our City as a secondary impact. Affected businesses that immediately come to mind include Pizza Guys, VSP, and Zoom Image Copying.

There are many ways in which it affects the daily lives of our residents in either their employment, their schools, or their entertainment options.

I respectfully request your support of this Resolution 25-2013.

Thank you!

ATTACHMENT

Resolution 25-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 25-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
IN SUPPORT OF KEEPING THE SACRAMENTO KINGS
IN THE REGION AND CITY OF SACRAMENTO**

WHEREAS, for nearly three decades, the Sacramento Kings has served as one of the most prominent enterprises in our community. The Kings have helped to promote our six county, twenty-two city region on a national and international scale; and

WHEREAS, the Sacramento region has proven itself to be one of the top markets in the National Basketball Association, packing the seats with legions of fans that won the "Sixth Man Award", and selling out 19 of 27 seasons in one of the 20 largest media markets in the nation; and

WHEREAS, the Sacramento Kings are a major economic asset, employing approximately 800 individuals in our region on a full- and part-time basis and supporting programs that contribute to the health and safety of our children and our families; and

WHEREAS, the purchasing power of the team and the value of the sales tax benefits the entire region, including the City of Rancho Cordova, where some of our most respected corporations enjoy close business relationships with the team; and

WHEREAS, in 2012, the City of Sacramento and the National Basketball Association reached agreement on a viable public-private partnership for a new entertainment and sports complex in downtown Sacramento that would generate thousands of new jobs and millions of dollars in revenues for the region as a whole; and

WHEREAS, we join our elected colleagues all over the region in being committed to the fact that the Sacramento Kings are a critical part of the fabric of our regional community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, that the City of Rancho Cordova is committed to keeping the Sacramento Kings in the Sacramento Region, and respectfully requests that the National Basketball Association return the Sacramento Region's support and take the necessary actions to keep the Kings in Sacramento for many years to come.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION APPROVING THE ABANDONMENT OF AN EASEMENT FOR DRAINAGE AND WATER PIPELINES DEDICATED ON THE PROPOSED SUMMERSET ASSISTED LIVING PROPERTY LOCATED AT 2341 VEHICLE DRIVE



RECOMMENDATION

Adopt Resolution No. 19-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will remove the drainage and water pipeline easement recorded in Book 19850709 of Official Records, Page 915 in the Sacramento County Recorder's Office.

BACKGROUND

The parcel for the proposed Summerset Assisted Living development is encumbered with an easement for drainage and water pipelines that served the adjacent Kinder-Care Learning Center. This easement is located within the footprint of the proposed building. The drainage has been relocated outside of the footprint. A separate private easement exists between the Summerset Assisted Living LLC and Kinder-Care Learning Center Inc. for water lines. A new drainage easement has been dedicated. The original easement is no longer necessary.

Pursuant to the provisions of Chapter 3, Part 3 of the Public Streets, Highways and Service Easement Vacation Law commencing at Section 8320 of the Streets and Highway Code Notice of Hearing was posted on site and published in the Grapevine Independent on February 1 and February 8, 2013.

ATTACHMENT

Resolution No. 19-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 19-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
TO VACATE AN EASEMENT FOR DRAINAGE AND WATER PIPELINES PURSUANT TO
THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND
SERVICE EASEMENTS VACATON LAW COMMENCING AT SECTION 8320 OF THE
CALIFORNIA STREETS AND HIGHWAYS CODE**

WHEREAS, a hearing date was scheduled for a proposed resolution to vacate an easement for drainage and water pipelines; and

WHEREAS, a notice of the hearing has been posted at City hall at least two weeks in advance of the hearing; and

WHEREAS, at least two weeks before the day set for the hearing at least three notices of vacation were conspicuously posted along the easement to be vacated, not more than 300 feet apart; and

WHEREAS, the hearing described above has been conducted, and this Council, having heard and considered all oral, documentary and other evidence presented, hereby finds, determines and order as follows:

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council hereby finds as follows:

- a) The existing easement is located within the footprint of a proposed building.
- b) The drainage pipelines have been relocated and water pipelines are provided for by a private easement between Summerset Assisted Living LLC and Kinder-Care Learning Center Inc.
- c) A new drainage easement has been dedicated to the City of Rancho Cordova which covers the new storm drain pipeline.
- d) The Department of Public Works recommends this abandonment be approved.

BE IT FURTHER RESOLVED AND ORDERED that the following described easement for drainage and water pipelines recorded in Book 19850709 Official Records, Page 915 is hereby vacated:

See attached exhibit "A" and "A-1"

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Exhibit “A”

An easement for the purpose of digging, constructing, repairing and forever maintaining thereon a drainage pipeline, and water lines under, over and across that certain real property in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

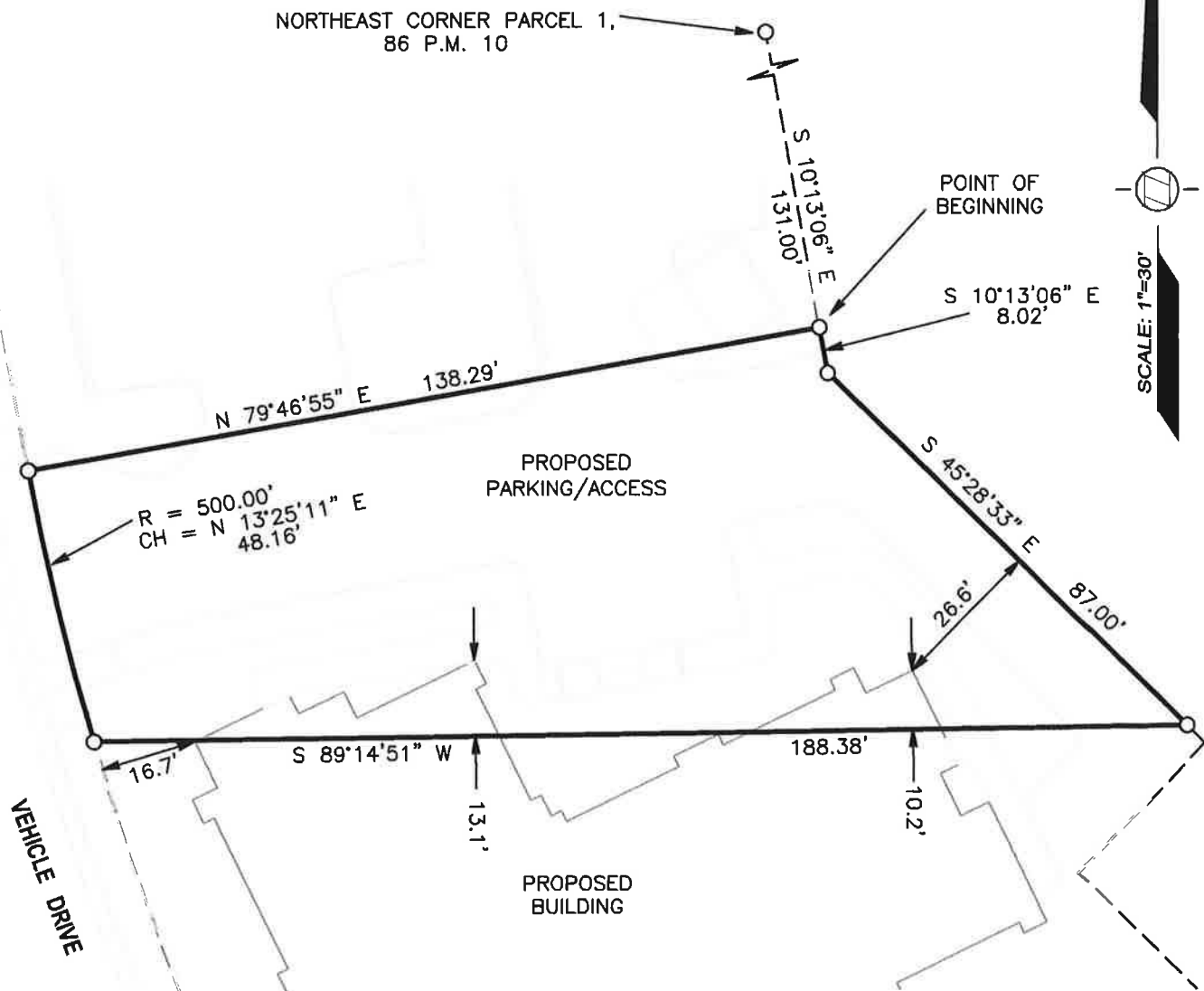
All that portion of parcel 1 as said parcel is shown and so designated on that certain parcel map entitled “A PORTION OF PARCEL 2, 47 P.M. 6” filed in the office of the recorder, County of Sacramento, State of California in Book 86 of Parcel Maps, Page 10 more particularly described as follows:

Beginning at a point on the easterly line of said Parcel 1, which point bears South 10° 13' 06" East 131.00 feet from the northeast corner of said Parcel 1, thence from said point of beginning along said easterly line the following two (2) courses; (1) South 10° 13' 06" East 8.02 feet, and (2) South 45°28'33" East 87.00 feet; thence South 89°14'51" West 188.38 feet to a point on the easterly right-of-way line of Vehicle Drive, a 60.00 foot Public Road as shown on said Parcel Map, thence along said right-of-way along the arc of a curve having a radius of 500.00 feet, said arc being subtended by a chord bearing North 13° 25'11" West 48.16 feet; thence North 79°46'55" East 138.29 feet to the point of beginning.

Plat to accompany Easement Abandonment
19851021 O.R. 915
Portion of Parcel 1, 86 P.M. 10
County of Sacramento, California



NORTHEAST CORNER PARCEL 1,
86 P.M. 10



1255 Starboard Drive
 West Sacramento, CA 95691
 (916) 372-8124

site: Portion Parcel 1, 86PM10
 date: November, 2012
 scale: 1"=30'
 drawing: 2656-001esmt-aban

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: Jessica Hayes, Housing and Community Development Specialist
Dana Grossi, Housing Services Assistant



SUBJECT: PUBLIC HEARING CONSIDERING ADOPTION OF THE MIDYEAR AMENDMENT TO THE 2012-13 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

RECOMMENDATION

Approve Resolution No. 16-2013 adopting the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan

RESULT OF RECOMMENDED ACTION

1. Adopts the amendment to the 2012-13 CDBG Action Plan;
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

BACKGROUND

Each year the City receives an entitlement allocation of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). In order to secure funding, the City must submit an Action Plan, which serves as the CDBG program's annual budget and program implementation document. The City Council adopted the 2012-13 Action Plan on May 7, 2012. Since that time, City staff completed a complete reconciliation of CDBG funds – both internally and with HUD's Integrated Disbursement and Information System (IDIS). During this reconciliation, staff discovered \$169,030 in unspent prior year funds. Some of these funds were left over from projects that were completed under budget, some were programmed for projects that were later determined to be infeasible, and some were re-allocated for potential projects that were never fully identified. In order to commit a substantial amount of these recovered funds to existing activities, the City must amend its 2012-13 Action Plan.

As part of the City's commitment to CDBG, there are obligations to expend funds in a timely manner and to use these funds to address qualified needs generally to be found in the CDBG target area. As such, the City could face penalty for having too large a balance of unexpended funding. To prevent this penalty, City staff recommends reallocating the \$169,030 in unspent

and re-captured prior year funds to certain housing and public facilities projects which respond to immediate community needs.

Based on qualifying projects which respond to immediate and pressing community needs, City staff recommends these changes:

- Rental Housing Inspection Program to receive an additional \$14,800 (increased from \$67,200 to \$82,000), which will allow for an increase in units inspected, from 700 to 1000 units.
- Code Enforcement Program to receive an additional \$14,800 (increased from \$67,200 to \$82,000), which will allow for an increase in units inspected, from 700 to 1000 units.
- Dedication of \$104,930 to fund Public Works ADA Improvements, which will provide for continued improvements in the community, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. This is a new program, not originally included in the 2012-2013 Action Plan. It is part of a multi-year program intended to provide a more reliable funding source for ADA accessibility upgrades throughout the City.
- Dedication of \$95,650 to Public Facility ADA Accessibility Improvements – Soil Born Farms, an urban agriculture and education project, will participate in the planning and construction of ADA improvements to existing infrastructure at the facility. This is a new project intended to help improve accessibility to a local public asset. The funding provided will assist with the planning and construction of ADA accessible restrooms, ramps, and paths of travel.
- Police Activities League (PAL) to receive an additional \$38,850 in funding, to account for updated utility and project costs for acquisition of a 3,000 square foot portable building to be used as an after-school youth center. The project had already received \$236,250 in total funding for the 2010-11 and 2011-12 program years. Together with the additional \$38,850 recommended in this Action Plan Amendment, total project cost is \$276,100.
- Reallocation of \$100,000 originally set aside for Façade and Facilities Improvements, which would have initiated an economic development program designed to help small and medium sized businesses in the CDBG target area fund façade and facilities improvements. City staff recommend that the \$100,000 be reallocated to Public Facility ADA Accessibility Improvements (described above) and PAL for youth center facility acquisition (described above).
- Folsom Cordova Community Partnership's (FCCP) Group Mentoring Initiative to receive a decrease in CDBG funding from \$20,000 to \$17,500. The City's General Fund would provide \$2,500 to make up for the decrease. The funds adjustments will make it possible for FCCP to receive funding to be spent on youth services that are not CDBG-eligible, but that have been determined by the City to be advantageous to the program. The City would dedicate the \$2,500 of unused CDBG funds to the Senior Nutrition Program (Meals on Wheels).
- Senior Nutrition Program (Meals on Wheels) to receive an additional \$2,500 (reallocated from the Group Mentoring Initiative) (increased from \$35,000 to \$37,500).
- Sacramento Self-Help Housing to receive an additional \$12,000 (increased from \$12,000 to \$24,000), so that the organization can provide additional services for residents, including tenant-landlord counseling, case management, and Fair Housing referrals.
- Reallocation of \$12,000 in Fair Housing funds (decrease from \$22,000 to \$10,000) to Sacramento Self-Help Housing. The remaining \$10,000 will be used to cover staff costs for the Fair Housing Representative, a 20% position staffed out of Neighborhood Services.

2012-13 PROPOSED FUNDING CHANGES

Activity Name	2012-13 Action Plan	Proposed Change	Amount of Increase/Decrease
Rental Housing Inspection Program	\$67,200	\$82,000	\$14,800
Code Enforcement	\$67,200	\$82,000	\$14,800
Emergency Repair Loan Program	\$54,795	\$54,795	-
Public Works ADA Improvements	-	\$104,930	\$104,930
Public Facility ADA Accessibility Improvements (Soil Born Farms)	-	\$95,650	\$95,650
Police Activities League (PAL)	-	\$38,850	\$38,850
Senior Center Facility Improvements	\$75,000	\$75,000	-
Group Mentoring Initiative	\$20,000	\$17,500	\$(2,500)
Senior Nutrition Program (Meals on Wheels)	\$35,000	\$37,500	\$2,500
Sacramento Self-Help Housing, Inc.	\$12,000	\$24,000	\$12,000
Respite CLUB	\$7,000	\$7,000	-
Fair Housing	\$22,000	\$10,000	\$(12,000)
Façade and Facilities Improvement	\$100,000	-	\$(100,000)
Planning and Administration	\$100,000	\$100,000	-
TOTALS	\$560,195	\$729,225	\$169,030

HUD requires that all communities receiving HUD funds, including CDBG, agree to Affirmatively Further Fair Housing in the recipient community. During the 2012-2013 CDBG application process, staff expressed concerns about the capacity of the Human Rights Fair Housing Commission, who was then under contract to provide Fair Housing services, to meet the increased scrutiny that HUD has begun placing on Fair Housing activities. Staff recommended, and council accepted, that staff be given 6 months to evaluate Fair Housing best practices and obligations, and that staff would return at the midyear amendment with recommendations for a Fair Housing program change. Fair Housing funding was reserved during the original 2012-2013 Action Plan to fund the new program.

Staff has engaged in extensive Fair Housing training to help gain a solid understanding of the City's Fair Housing obligations, HUD's ever evolving stance on jurisdictions' role in Affirmatively Furthering Fair Housing, and the best practices involved in managing those obligations. The result of this training is a multi-tiered Affirmatively Furthering Fair Housing Plan (see attached plan outline) that addresses the immediate Fair Housing requirements for responding to Fair Housing complaints and case management, and provides a template for a more long-term approach to addressing impediments to fair housing. A driving concern during the formulation of this Plan has been a statement by HUD that jurisdictions should be aware that contracting

with third party Fair Housing service providers does not alleviate that jurisdiction's responsibility to Affirmatively Further Fair Housing, and that jurisdictions should be using their required Analysis of Impediments to Fair Housing as templates for their fair housing programs and plans.

The Affirmatively Furthering Fair Housing Plan, as currently proposed, is comprised of three main components. The first component is the monitoring and management of Fair Housing claims. The Neighborhood Services Division has for the last several years been a primary point of contact for many of our residents who may have been discriminated against or who may have a valid Fair Housing claim. The new Fair Housing Plan expands on this role to include client intake and case management. Phillip Nichols, one of the City's Rental Housing Inspectors, has received extensive training by HUD, HCD, and a HUD recommended training program presented by Fair Housing of Marin, to be able to identify potential Fair Housing violations, and to direct residents to the appropriate state and federal resources. Mr. Nichols has also built on Neighborhood Service's current case management protocol to incorporate the required case management tracking. By building on Mr. Nichols' foundation in Rental Housing Inspection, and leveraging relationships and systems already in place, the City is in a position to ensure that Fair Housing obligations are being met as per HUD's requirements. It is expected that for the next 6 months or so, Mr. Nichols will be spending 20% of his work week working on Fair Housing cases and case management. While this will by default reduce his total Rental Housing Inspection caseload, the funding for Fair Housing will be in addition to the CDBG funding for the Rental Housing Inspection program, allowing that program to use CDBG funds with the new Rental Housing Inspection staff to ensure that the program continues to be fully funded and operational.

The second component of the Fair Housing Plan will be more long-term. It will address the impediments identified in the Analysis of Impediments (AI) developed in conjunction with the City's CDBG Consolidated Plan in 2011. The Fair Housing Plan will set the framework from which programs intended to address specific impediments to fair housing will be implemented. More information about the long-term approach to address the AI will be included in the 2013-2014 CDBG Action Plan.

The third component of the Fair Housing plan is the need for landlord-tenant mediation, as a separate activity from Fair Housing. Introduced in this amendment is a solution that incorporates Sacramento Self-Help Housing as that mediation provider, as part of their efforts to prevent homelessness. Sacramento Self-Help Housing has been performing these tenant-landlord mediations on a trial basis for the last six months and has had success, both in preventing homelessness, and in meeting HUD's requirements for that service. The City also provided Fair Housing training to key Sacramento Self-Help staff to assist in identifying mediation cases that may actually involve Fair Housing violations. Sacramento Self-Help will be working closely with City staff, to ensure proper case management and Fair Housing referrals as needed.

Staff believes that this multi-tiered approach will ensure that the City meets its Fair Housing obligations, and will still being flexible enough to address as yet unseen challenges. It also provides security in knowing that HUD's requirements are being addressed in a timely manner.

ATTACHMENTS

Resolution 16-2013 including Exhibit A: 2012-13 CDBG Action Plan Amendment (Proposed) and Exhibit B: Fair Housing Plan (Outline)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 16-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE ADOPTION OF THE MIDYEAR AMENDMENT TO THE 2012-13
COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN**

WHEREAS, the Community Development Block Grant Program, authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended (Act), requires that jurisdictions provide for the issuance of grants in order to attain the objective of providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the Community Development Block Grant (CDBG) program that the funds are granted under; and

WHEREAS, HUD requires that entitlement jurisdictions complete a plan for expending the funds on eligible activities, referred to as the Action Plan, and amend it as necessary to accommodate significant changes in the usage of funds; and

WHEREAS, staff has completed the amendment to the 2012-13 Action Plan; and

WHEREAS, the amendment to the Action Plan Substantial Agreement and a public notice announcing the 15-day public comment period for the report have been published for citizen comment prior to forwarding the document to City Council for adoption; and

WHEREAS, the City Council held a public hearing on February 4th, 2013 to provide an opportunity for the public to comment on the information in the amendment to the Action Plan; and

WHEREAS, the public hearing was continued at the February 19th City Council meeting, to allow the public extra time to comment on the proposed amendment;

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

1. Adoption of the amendment to the 2012-13 CDBG Action Plan;
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2012-2013 CDBG Action Plan Midyear Amendment

Public Review Draft

1-25-2013

CITY OF

Rancho Cordova
Housing Services

CITY OF RANCHO CORDOVA

2012-2013 PROPOSED ACTION PLAN AMENDMENT

The City of Rancho Cordova adopted its 2012-13 Action Plan for the use of federal Community Development Block Grant (CDBG) funds on May 7th, 2012. The City submitted this plan to the Department of Housing and Urban Development (HUD) and HUD subsequently approved the City's plan.

During the 2011-12 and the beginning of the 2012-13 program years, City Staff completed a complete reconciliation of the CDBG funds – both internally and with HUD's Integrated Disbursement and Information System (IDIS). During this reconciliation, staff discovered \$169,030 in unspent prior year funds. Some of these funds were left over from projects that were completed under budget, some were programmed for projects that were later determined to be infeasible, and some were re-allocated for potential projects that were never fully identified. In order to commit a substantial amount of these recovered funds to existing activities, the City must amend its 2012-13 Action Plan. A description of the activities and proposed changes in funding is as follows.

Housing

Rental Housing Inspection Program – *EXISTING ACTIVITY*

The Rental Housing Inspection Program is an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose duties include inspecting rental units within the CDBG target area. The program's funding was increased from \$67,200 to \$82,000, the amount at which the program was funded in the 2011-12 program year. The expected Output was increased from 700 units inspected to 1000 units inspected. The \$14,800 increase is from unspent prior year funds.

2012-13 Output:	1000 rental units inspected
Outcome Category:	DH-3 "Decent Housing with Purpose of New or Improved Sustainability"
Funding:	\$82,000 (increased from \$67,200)

Code Enforcement – *EXISTING ACTIVITY*

The Code Enforcement Program is also an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose responsibilities include responding to code enforcement complaints and proactively enforcing code. The program's funding was increased from \$67,200 to \$82,000, the amount at which the program was funded in the 2011-12 program year. The expected

Output was increased from 700 units inspected to 1000 units inspected. The \$14,800 increase is from unspent prior year funds.

2012-13 Output: 1000 units inspected
 Outcome Category: DH-3 “Decent Housing with Purpose of New or Improved Sustainability”
 Funding: \$82,000 (increased from \$67,200)

Public Facilities

Public Works ADA Improvements – *NEW ACTIVITY, NEW PROGRAM*

The City plans to dedicate \$104,390 in CDBG funds to its Public Works Department for the Pedestrian Improvement Program, which will allow for continued development and improvement of annual sidewalk repair and gap completion projects that provide safety and consistency in the existing pedestrian network. These improvements may include the installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. While the Public Works Department has engaged in pedestrian improvement activities with CDBG funds prior to the 2012-2013 Action Plan Amendment, this amendment will implement a functional program that will facilitate annual funding. The \$104,930 allocated to this project is from prior year unspent funds.

2012-13 Output: 1 public works project completed
 Outcome Category: SL-1 “Suitable Living Environment with Purpose of New or Improved Availability/Accessibility”
 Funding: \$104,930

Public Facility ADA Accessibility Improvements – *NEW ACTIVITY*

Soil Born Farms

Soil Born Farms is an urban agriculture and education project that empowers youth and adults to participate in a local foods system that encourages healthy living, nurtures the environment, and grows a sustainable community. Soil Born Farms will participate in the planning and construction of ADA improvements to existing infrastructure at the facility. Soil Born Farms is located on property owned by the Cordova Recreation and Parks District. The \$95,650 allocated to this project is reallocated from Façade and Facilities Improvements, an activity identified in the 2012-13 Action Plan that is no longer deemed feasible.

2012-13 Output: Planning and construction of ADA improvements
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”
 Funding: \$95,650

Police Activities League (PAL) Facility Acquisition – **EXISTING ACTIVITY**

The Police Activities League (PAL) is in the process of permanently acquiring a 3,000 square foot portable building and leasing permanent space and utilities from the school district, for the building for a minimum of 15 years. PAL intends to operate the building as an after-school youth center. The project was funded over two program years, with the first installment of \$118,125 in the 2010-2011 program year and the second installment of \$118,125 in the 2011-2012 program year for a total of \$236,250 awarded to PAL. However, the school district is requesting an addition \$38,850 in funding, to account for updated utility and project costs (building, installation, and construction). Together with committed funding in program years 2010-11 and 2011-12, the additional funding identified in this 2012-13 amendment results in a total project cost of \$276,100. \$34,500 of the \$38,850 is from prior year unspent funds. The remaining \$4,350 is transferred from Façade and Facilities Improvements.

2012-13 Output: 1 public facility to be acquired through long-term lease
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”
 Funding: \$38,850 (increased from \$0)

Economic Development

Façade and Facilities Improvements – **EXISTING ACTIVITY**

The City’s had planned to initiate an economic development program designed to help small and medium businesses in the CDBG target area fund façade and facilities improvements. The original plan allocated \$100,000 for this program. Upon further research, City staff concluded that the program was too complicated for the level of funding, and that it would be very difficult to effectively initiate the program in a timely manner. The City is proposing to remove the \$100,000 from the Economic Development program and re-allocate it to Public Facility ADA Accessibility Improvements (Soil Born Farms) and Police Activities League (PAL) Facility Acquisition.

2012-13 Output: Two façade or facilities improvements.

Outcome Category: EO-1 “Economic Opportunity with the Purpose of New or Improved Availability/Accessibility”
 Funding: \$0 (reduced from \$100,000)

Public Services

Group Mentoring Initiative – *EXISTING ACTIVITY*

The Group Mentoring Initiative is a program that facilitates one-on-one mentoring for at-risk and disadvantaged youth. The program uses a multi-faceted mentoring and activity-based curriculum to encourage youth to stay away from socially disadvantageous activities and to pursue education and active community engagement. This Action Plan Amendment reflects a decrease in CDBG funding of the program from \$20,000 to \$17,500. The City’s General Fund (GF) is providing \$2,500 to make up for the CDBG funding decrease. The funds adjustments made it possible for the Folsom Cordova Community Partnership to receive funding to be spent on youth services that were not CDBG-eligible, but that were determined by the City to be advantageous to the program. The City dedicated the \$2,500 of unused CDBG funds to the Senior Nutrition Program (Meals on Wheels).

2012-13 Output: 80 youth served
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”
 Funding: \$17,500 (decreased from \$20,000)

Senior Nutrition Program (Meals on Wheels) – *EXISTING ACTIVITY*

The Meals on Wheels (MOW) program provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. The City increased funding for MOW from \$35,000 to \$37,500 by dedicating \$2,500 of CDBG funds that were no longer needed for the Group Mentoring Initiative.

2012-13 Output: 205 seniors provided with meals
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”
 Funding: \$37,500 (increased from \$35,000)

Sacramento Self-Help Housing Inc. – *EXISTING ACTIVITY*

Sacramento Self-Help Housing (SSHH) provides counseling and housing referrals to homeless and near-homeless individuals and households. The organization continues to operate in the City's primary low-income service center, the Rancho Cordova Neighborhood Center. This Action Plan Amendment reflects an increase in funding from \$12,000 to \$24,000, so that the organization can provide additional services for residents, including tenant-landlord counseling, case management, and Fair Housing referrals. The additional funds will be re-allocated from two sources of funds. \$10,000 of the public services funds set aside for Fair Housing will be allocated to Sacramento Self-Help Housing for tenant/landlord counseling. An additional \$2,000 of planning and administration funds originally allocated to Fair Housing will also be transferred to Sacramento Self-Help Housing to cover the costs of Fair Housing referrals and case management. The 2012-13 Output of 75 households provided counseling remains the same. The City needs to ascertain how SSHH will perform given the additional Fair Housing and tenant-landlord mediation responsibilities. Output goals for the 2013-14 program year will reflect the performance of both homelessness prevention counseling and tenant-landlord mediation.

2012-13 Output: 75 households provided counseling
 Outcome Category: SL-1 "Suitable Living Environment with Propose of New or Improved Availability/Accessibility"
 Funding: \$24,000 (increased from \$12,000)

Fair Housing – ***EXISTING ACTIVITY***

In the 2012-13 Action Plan the City identified the need to re-evaluate the efforts necessary to Affirmatively Further Fair Housing. In order to facilitate this evaluation, the City set aside \$24,000 in CDBG funds for the 2012-13 program funds. During evaluation the City identified tenant-landlord counseling and Fair Housing referral to be critical components of preventing homelessness and ensuring the affirmative furthering of Fair Housing. Sacramento Self-Help Housing had both the experience and the capacity to provide both of these services, and their contract was increased to compensate for the additional case-load. \$12,000 of CDBG funds were re-allocated from Fair Housing to Sacramento Self-Help Housing to cover the additional costs. The remaining funds will be used to cover training and staff time for a Fair Housing Coordinator position to be filled in-house.

2012-13 Output: 15 households provided fair housing referrals
 Outcome Category: SL-1 "Suitable Living Environment with Propose of New or Improved Availability/Accessibility"
 Funding: \$10,000 (decreased from \$22,000)

2012-13 PROPOSED AMENDED CDBG PROJECTS

Goal	Activity Name	Activity Description	Output	Funding
Housing				
HS-1, HS-2	Rental Housing Inspection Program	Inspect rental units in the redevelopment area to find and correct code violations.	700 homes inspected	\$82,000 (increased from \$67,200, using unspent prior year funds)
HS-1, HS-2	Code Enforcement	Provide code enforcement services in the redevelopment area.	700 homes inspected	\$82,000 (increased from \$67,200, using unspent prior year funds)
HS-1, HS-2	Emergency Repair Loan Program	Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)	6 loans made	\$54,795
Public Facilities				
	Public Works ADA Improvements	Development and improvement of annual sidewalk repair and gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs	1 public works project completed	\$104,930 (from unspent prior year funds)
	Public Facility ADA Accessibility Improvements	Planning and construction of ADA improvements to existing infrastructure at Soil Born Farms	Planning and construction of ADA improvements	\$95,650 (transferred from Façade and Facilities Improvements)
CD-2, CD-3, CD-4	Police Activities League (PAL)	Fund and supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2012-2013 program year)	1 Public facility acquired and renovated	\$38,850 (increased from \$0 - \$4,350 transferred from Façade and Facilities Improvements and \$34,500 from unspent prior year funds)*
CD-2, CD-3, CD-4	Senior Center Facility Improvements	Provide improved emergency access to the Senior Center, including new gates and exiting, as well as updated restroom facilities	1 public facility acquired and renovated	\$75,000
Public Services				

CD-2, CD-3	Group Mentoring Initiative	Provide youth support and improve community involvement through intensive one-on-one youth mentoring	80 youth served	\$17,500 (decreased from \$20,000)
CD-1, CD-3	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center	205 seniors provided meals	\$37,500 (increased from \$35,000, using funds transferred from Group Mentoring Initiative)
HA-1, CD-3	Sacramento Self-Help Housing, Inc.	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing	75 households provided counseling	24,000 (increased from \$12,000, using \$10,000 in funds originally set aside for Fair Housing and \$2,000 from Planning and Admin.)
CD-1, CD-3	Respite CLUB	Provides senior respite day care services to seniors with severe memory loss	24 seniors provided care services	\$7,000
HS-1, HS-2	Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints	50 households provided assistance and education	\$10,000 (Decreased from \$22,000 – which was \$10,000 from Public Services, & \$12,000 from Planning and Admin.)
Economic Development				
CD-1, CD-3	Façade and Facilities Improvement	Initiate an economic development program designed to help small and medium businesses in the CDBG target area fund façade and facilities improvements	2 façade or facilities improvements	\$0 (Decreased from \$100,000)
Planning and Administration				
	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration	\$112,000 (\$12,000 of this total to be used to further Fair Housing efforts)

* \$118,125 in funding for acquisition of public facility space for PAL was committed from FY 2010-2011 CDBG. In the FY 2011-2012 funding cycle, the amount committed was doubled to \$236,250. PAL submitted a revised cost estimate for the project, reflecting a project cost increase of \$38,850, as noted in the above table. The project will be started this 2012-2013 program year and completed during the 2013-2014 program year. Total project funding across the years is \$275,100.

2012-13 PROPOSED FUNDING CHANGES

Activity Name	2012-13 Action Plan	Proposed Change	Amount of Increase/Decrease
Rental Housing Inspection Program	\$67,200	\$82,000	\$14,800
Code Enforcement	\$67,200	\$82,000	\$14,800
Emergency Repair Loan Program	\$54,795	\$54,795	-
Public Works ADA Improvements	-	\$104,930	\$104,930
Public Facility ADA Accessibility Improvements (Soil Born Farms)	-	\$95,650	\$95,650
Police Activities League (PAL)	-	\$38,850	\$38,850
Senior Center Facility Improvements	\$75,000	\$75,000	-
Group Mentoring Initiative	\$20,000	\$17,500	\$(2,500)
Senior Nutrition Program (Meals on Wheels)	\$35,000	\$37,500	\$2,500
Sacramento Self-Help Housing, Inc.	\$12,000	\$24,000	\$12,000
Respite CLUB	\$7,000	\$7,000	-
Fair Housing	\$22,000	\$10,000	\$(12,000)
Façade and Facilities Improvement	\$100,000	-	\$(100,000)
Planning and Administration	\$100,000	\$100,000	-
TOTALS	\$560,195	\$729,225	\$169,030

Rancho Cordova's Affirmatively Furthering Fair Housing Plan

Fair Housing Services Joint Powers Agreement (JPA) with Citrus Heights and Elk Grove

- **Leverage Analysis, Reporting, and Testing**
 - Analysis of Impediments to Fair Housing
 - Annual Housing Discrimination Testing
 - Shared Consolidated Planning for Fair Housing Enforcement
 - Shared HUD Housing Discrimination Reporting
 - Shared Fair Housing Plans (standardized procedures)
- **Leverage Documentation and Case Management Tools**
 - Shared Case Management System (online case tracking)
 - Shared Report Formats (standardize for interchangeability)
- **Leverage Education and Outreach Efforts**
 - Shared Curriculums
 - Multi-jurisdictional Fair Housing Law Education Opportunities
 - Training for City Employees and Officials
 - Training for Apartment Managers/Landlords/Tenants

Fair Housing Plan Outline

- I. **Analysis of Impediments Evaluation**
 - a. Identify Priority Impediments
 - i. Plan Policy Resolutions
 - ii. Plan Action Resolutions
 - b. Identify Secondary Impediments
 - i. Plan Policy Resolutions
 - ii. Plan Action Resolutions
 - c. Annual Evaluation of Results
 - i. Results of Policies
 1. Effective? Measurable?
 - ii. Results of Actions
 1. Effective? Measurable?
- II. **Education and Outreach**
 - a. Rental Housing Seminars
 - i. Tenant Rights and Obligations
 - ii. Landlord Rights and Obligations
 - b. Fair Housing Law Training
 - i. Violations

EXHIBIT B

- ii. Remedies (filing claims, legal representation)
- iii. Ramifications

III. Annual Analysis of Fair Housing Discrimination

- a. Sample Testing
 - i. Annual
 - ii. Tests for different protected categories
 - iii. Shared tests with Citrus Heights and Elk Grove
 - iv. Provide Education and Outreach that coordinates with testing

IV. Case Management (Enforcement)

- a. Tenant Landlord Mediation Cases
 - i. Case Intake (standardized forms)
 - ii. Referrals to Sacramento Self-Help (or other third-party mediator)
 - iii. Case follow-up
 - iv. Quarterly reports on all Mediation cases provided to City
 - 1. City record keeping of Mediations
 - 2. Report to HUD on an annual basis
- b. Fair Housing Discrimination Cases
 - i. Case Intake (standardized forms)
 - 1. Referral to State of California Department of Fair Employment and Housing
 - 2. Referral to Federal Fair Housing Act Claims
 - ii. Record keeping on all State and Federal case referrals
 - 1. Annual report to HUD
- c. Case Tracking
 - i. Online Case Management
 - 1. JPA shared costs for proprietary online system
 - 2. Standardized reporting
 - 3. HUD approved formats
 - ii. Case Resolution and Follow-up
 - 1. Mediation
 - a. Follow-up
 - b. Resolution
 - c. Closure
 - 2. Referral to State or Federal Claims
 - a. Closure
 - iii. Case Reporting
 - 1. CDBG Annual Reporting to HUD

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director
Michelle Mingay, Sr. Finance Analyst

SUBJECT: ACTION ITEMS RELATED TO THE FORMATION OF THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)



RECOMMENDATION

Staff recommends Council adopt the following resolutions:

1. Resolution of Formation of Community Facilities District and to levy a special tax in Community Facilities District No. 2013-2 (Police Services). (Resolution No. 10-2013)
2. Resolution calling for a special election in Community Facilities District No. 2013-2 (Police Services). (Resolution No. 11-2013).
3. Resolution declaring election results of Community Facilities District No. 2013-2 (Police Services). (Resolution No. 12-2013).
4. Waive first reading and introduce Ordinance No. 2-2013 levying a special tax within Community Facilities District No. 2013-2 (Police Services).

RESULT OF RECOMMENDED ACTIONS

Adoption of these items will complete the formation of the Community Facilities District ("CFD") 2013-2 (Police Services) and authorize a landowner vote which, if successfully passed, authorizes the levy of a special tax. The special tax levy is for the purpose of funding police service costs necessary for the benefit of residents in the CFD. The actions also result in the establishment of a future annexation area which allows the processing of future annexations in an efficient manner. Formation of this district will result in a switch in the Police Services funding mechanism from special district financing to CFD financing for all future development projects. There is no financial impact to existing residents.

BACKGROUND

The City of Rancho Cordova has established a policy which requires new development to fund its fair share portion of the cost for new or additional municipal facilities and services required to serve future development. One of these cost include the additional police services that will be required as new development occurs. As a result of this policy, the City Council adopted Resolution 30-2003, which established the entire City as the Rancho Cordova Special Police Tax Area (the "Special Police Tax"). This resolution also required that future developments within the City be conditioned to provide for future funding of police protection services through a successful property owner ballot imposing annual Special Taxes to the developed portions of the project.

The City must create a new zone for each development that participates in the Special Police Tax. This is accomplished by the City Council adopting both a resolution and ordinance for each new development, which has resulted in 30 different zones already being created within the Special Police Tax. Each zone must be separately reviewed and administered and, unlike other funding mechanisms, the City cannot recover the cost it incurs to administer the program.

For both administrative and financial purposes, staff is now recommending the City move away from the Special Police Tax financing structure and creates a new Citywide Police CFD which all new developments will be required to annex into. The CFD structure will allow the city to reduce the number of tax zones to be administered, provide a constant tax rate for all new developments and allow the City to recover its cost to administer the district.

The Montelena project is one of the new developments which is required to provide a funding mechanism for police services. This was originally accomplished by the property owners balloting to form tax Zone 30 within the Special Police Tax in June 2006. Since that time, the developer and the City have agreed to amendments to the development agreement ("DA") for this project. One of these DA amendments was a change in section 6.4.4 - Police Tax which requires the Montelena project to annex into a new CFD to be formed by the City of Rancho Cordova to fund police protection services. This requirement will be satisfied by the formation of and participation in the police services CFD which is the subject of tonight's action. In accordance with the DA amendment, the Montelena project will be removed from the Special Police Tax once the formation is final.

At the meeting on December 17, 2012, the City initiated the process of forming a CFD and Future Annexation Area for police services. The CFD will initially include the Montelena project, but will expand in the future as additional projects with police services funding requirements annex into the district. The authorized services to be funded by special taxes include (i) obtaining, furnishing, operating and maintaining police protection equipment or apparatus, (ii) paying the salaries and benefits of police protection personnel, and (iii) other such police protection service expenses as deem necessary for the benefit of residents in CFD No. 2013-2.

The annual special tax that will be levied on the project listed above are based on costs per residential unit as identified in the Rate and Method of Apportionment. The maximum special tax rate for the base year, Fiscal Year 2011/12, has been set at Four Hundred Fifty Dollars (\$450) annually per residential unit or residential unit equivalent and Three Hundred Dollars (\$300) annually per residential unit or residential unit equivalent within an age restricted community (deed restricted senior housing project). A multi-family rate has not been established for this district based on fact that these types of developments typically result in higher calls for services and lower property tax revenues when compared to single family residents. Multi-family units will be classified within one of the two designations above and be assessed per residential unit accordingly. Non-residential properties will not be subject to the annual special tax.

The special tax imposed by the CFD will be payable on a parcel within the district only after a building permit has been issued by the City. There will be no undeveloped land tax imposed by the CFD. The base year maximum special tax will automatically adjust annually based on the Consumer Price Index (CPI) as reported by United States Bureau of Labor Statistics.

DISCUSSION

The Resolution of Intention adopted by the City Council on December 17, 2012 set January 22, 2013 at 5:30 pm, or as soon thereafter as the matter may be heard, for the hearing on the actual

formation of the District and the levy of the special tax. To allow for additional review time, the public hearing was continued to the February 19, 2013 City Council meeting.

The documents attached to this report will complete the formation and levy the special tax. The following descriptions correspond to the Item numbers in the "Attachments" listing below:

1. **Resolution No. 10-2013 – A Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District.** This officially forms the CFD, authorizes the special taxes to be collected and establishes an appropriations limit for the CFD (under Article XIII B of the Constitution). The Exhibit(s) to this resolution show the services to be financed and the formula by which the special taxes will be levied in the CFD.

2. **Resolution No. 11-2013 – A Resolution of the City Council of the City of Rancho Cordova Calling Special Election.** This sets the election for February 19, 2013 and provides the form of the special ballot to be used by the landowner-voter. Calling the election and actually having the election on the same night is allowed under CFD law due to the fact that all the landowners in the CFD have waived certain time requirements for proceeding to the election.

3. **Resolution No. 12-2013 – A Resolution of the City Council of the City of Rancho Cordova Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien.** This is for adoption by the Council after the vote is announced by the City Clerk. It confirms the outcome of the property owner election for the CFD. Attached to it is a copy of the official Canvass and Statement of Result of Election to be completed by the Clerk after the vote is announced. This resolution also directs the filing of the Notice of Special Tax Lien against the lands in the CFD to allow collection of the special tax on each property.

4. **Ordinance No. 02-2013 - An Ordinance of the City Council of the City of Rancho Cordova Levying Special Taxes Within Community Facilities District No. 2013-2 (Police Services).** Under the law, the Council must levy the special taxes by an ordinance. Under this ordinance, the levy is made once by the adoption of this ordinance, and, in each year hereafter, the process of determining the special taxes and processing the collection is done administratively by the Director of Finance (or a consultant) and no further Council action is needed.

5.a. **Order of Proceedings for Hearing, Vote and Actions.** This is a guide for the Mayor to use to facilitate the required public hearing and landowner vote process. The document outlines the agenda to be followed to conduct the hearing and adoption of the items needed to complete the formation of the CFD, to hold the special election and to take the final actions for the special tax.

5.b. **Certificate of City Clerk Regarding Waiver (of Certain Election Requirements) and Consent.** This is to be completed by the City Clerk for the City's record in connection with the ballot/election procedure and acknowledges receipt of waivers from the property owners.

5c. **Certificate of City Clerk Regarding Election Results.** This is to be completed by the City Clerk for the City's record in connection with the opening of ballots and announcement of results.

5d. **CFD Report.** This is the special tax report that shows the services to be provided by the CFD. The report was directed to be prepared by the Resolution of Intention to Establish the CFD and Future Annexation Area. It shows the estimated costs of the services and to

administer the CFD. A copy of this report should be filed with the City Clerk as part of the proceedings.

ATTACHMENTS

1. Resolution of Formation of CFD and to levy a special tax.
2. Resolution calling special election.
3. Resolution declaring results of special election and directing recording of notice of special tax lien.
4. Ordinance levying special taxes within Community Facilities District No. 2013-2 (Police Services).
5. Supporting Documentation
 - a. Order of proceedings
 - b. Certificate of the City Clerk – Regarding the Waiver
 - c. Certificate of the City Clerk – Regarding the Election Results
 - d. CFD Report

RESOLUTION NO. 10-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
OF FORMATION OF COMMUNITY FACILITIES DISTRICT**

**CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

RESOLVED, by the City Council (the "Council") of the City of Rancho Cordova (the "City"), County of Sacramento, State of California as follows:

WHEREAS, this Council adopted a resolution entitled "A Resolution of the City of Rancho Cordova of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), stating its intention to form Community Facilities District No. 2013-2 (Police Services) (the "CFD") and "City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) (Future Annexation Area)" (the "Future Annexation Area"), of the City pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and the Future Annexation Area and stating the services to be provided, the estimated cost of providing such services, and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, after the adoption of the Resolution of Intention, and with the consent of the sole landowner in the proposed CFD, the rate and method of apportionment of the special tax to be levied within the CFD to pay for services was modified to add a rate and definition for Age Restricted Communities; and

WHEREAS, the updated rate and method of apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in **Exhibit A** attached hereto and hereby incorporated herein; and

WHEREAS, after the adoption of the Resolution of Intention, and with the consent of the sole landowner in the proposed CFD, the boundary map for the CFD was amended to delete a parcel dedicated for wetland use; and

WHEREAS, the amended boundary map of the parcels of real property within the CFD is shown in **Exhibit B** attached hereto and hereby incorporated herein; and

WHEREAS, the Council finds that the sole owner of property in the CFD requested the modification of the rate and method of apportionment and the amendment to the boundary map; and

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and Future Annexation Area; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD and Future Annexation Area, the services to be provided therein and the levy of such special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "CFD Report") as to the services to be provided through

ATTACHMENT 1

the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by (i) fifty percent (50%) or more of the registered voters residing within the territory of the CFD, or (ii) fifty percent 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Future Annexation Area or (iii) the owners of one-half (1/2) or more of the area of land within the CFD or (iv) owners of one-half or more of the area of land in the Future Annexation Area, and not exempt from the special taxes.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. **Recitals Correct.** The foregoing recitals are true and correct.
 2. **No Majority Protest.** The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
 3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD and the Future Annexation Area and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
 4. **Name of CFD.** The community facilities district designated "City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services)" and the future annexation area designated "City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) (Future Annexation Area)" are hereby established pursuant to the Act.
 5. **Boundaries of CFD.** The boundaries of the CFD and Future Annexation Area, were forth in the map of the CFD heretofore recorded on January 2, 2013, in Book 114 Maps of Assessment and Community Facilities Districts, at Page 0018 in the Office of the County Recorder in the County of Sacramento; however subsequent to the date of recordation the sole landowner in the CFD requested a revision to the map. The City accepts and agrees to such request and has directed the preparation of an amended map of the boundaries of the CFD. The proposed amended boundary map of the CFD and the Future Annexation Area is as shown on the amended map on file with the City Clerk, a copy of which is attached and marked **Exhibit B**, which boundaries are hereby approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the amended map of the boundaries of the CFD and the Future Annexation Area in the office of the Placer County Recorder within fifteen days of the date of adoption of this Resolution, and the amended map is hereby approved and incorporated herein by reference and shall be the boundaries of the CFD and Future Annexation Area.
- Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.
6. **Description of Services.** The type of public services and incidental costs proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in **Exhibit C** hereto and by this reference incorporated herein (the "Services").

7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, which includes a modification from that shown in the Resolution of Intention, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in **Exhibit A** attached hereto and hereby incorporated herein.

c. Territory in the Future Annexation Area will be annexed into the CFD and a special tax will be levied on such territory only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the CFD. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Future Annexation Area, is intended to be levied annually within the Future Annexation Area, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council. As required by Section 53339.3(d) of the Act, the City Council hereby determines that the special tax proposed to pay for one or more Services to be supplied within the Future Annexation Area will be equal to the special taxes levied to pay for the same Services in the original area of the CFD.

8. **Increased Demands.** It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD.

9. **Responsible Official.** The Chief Financial Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, telephone number (916) 851-8700, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

10. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

11. **Appropriations Limit.** In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$40,000,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

12. **Election.** Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

ATTACHMENT 1

13. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)****RATE AND METHOD OF APPORTIONMENT (AS MODIFIED)**

EXHIBIT B

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)

AMENDED BOUNDARY MAP

EXHIBIT C**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)****DESCRIPTION OF DISTRICT SERVICES**

Description of services:

Authorized Police Services

- Include (i) obtaining, furnishing, operating and maintaining police protection equipment or apparatus, (ii) paying the salaries and benefits of police protection personnel, and (iii) other such police protection service expenses as deemed necessary for the benefit of residents in the CFD.

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2013-2, through the application of the appropriate Special Tax rate, as described below. All Taxable Property in CFD No. 2013-2 shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate or amended Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Acre or Acreage” means the number of acres of the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means the direct and indirect costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants or other professionals and the direct and indirect costs of collecting the Special Taxes, preparation of required reports, and any other costs required to administer the CFD and enforce collection of the Special Taxes.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“Age-Restricted Residential Property” means all Parcels in CFD No. 2013-2 for which a building permit was issued prior to June 30 of the preceding Fiscal Year for new construction of a structure consisting of one or more Residential Units which have a restriction recorded against

title of the property that limits occupancy of units on the Parcel to residents above a certain age (which shall not include a building permit issued solely for construction of the foundation if another building permit remains to be issued for vertical construction of the building).

“Airspace Parcel” means a Parcel of Taxable Property with an assigned Assessor’s Parcel number that constitutes vertical space of another Parcel.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number or pending assignment of a number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by the CFD, which include (i) obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, (ii) paying the salaries and benefits of police protection personnel, and (iii) other such police protection service expenses as deemed necessary for the benefit of residents in the CFD.

“CFD No. 2013-2” or **“CFD”** means the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-2 was adopted by the City Council.

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2013-2.

“County” means the County of Sacramento.

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

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Proportionately” means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Parcels of Taxable Property.

“Public Property” means any property within the boundaries of CFD No. 2013-2 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Property” means, in any Fiscal Year, all Parcels in CFD No. 2013-2 for which a building permit was issued prior to June 30 of the preceding Fiscal Year for new construction of a structure consisting of one or more Residential Units that is not Age-Restricted Residential Property (which shall not include a building permit issued solely for construction of the

foundation if another building permit remains to be issued for vertical construction of the building).

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit. A mobile home that is located on its own Assessor’s Parcel or is otherwise individually owned and not located on a rented space within a mobile home park shall also be categorized as a Residential Unit for purposes of the RMA. An Accessory Unit shall not be considered a separate Residential Unit for calculation of the Maximum Special Tax for the Parcel.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes levied in the immediately preceding Fiscal Year, or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected, provided however, that if a prior Special Tax levy was increased to make up for reduced Special Tax proceeds due to a delinquency in the payment of Special Taxes in a prior Fiscal Year, no future levy shall again be increased as a result of that same year's delinquent Special Taxes, and if a prior Fiscal Year's Special Tax levy was increased because of an expected delinquency, no future levy shall again be increased because of that same delinquency, if and when the expected delinquency results in a corresponding actual delinquency.

“Taxable Property” means, collectively in any Fiscal Year, all Parcels of Residential Property and Age-Restricted Residential Property.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2013-2 that had, in prior Fiscal Years, been Taxable Property and subsequently came under the ownership of a public agency.

“Tax Zone” means a geographic area within which the Special Tax may be levied pursuant to this RMA. All of the property within CFD No. 2013-2 at the time of CFD Formation is within Tax Zone 1. Additional property may be annexed into Tax Zone 1 or additional Tax Zones may be created when property is annexed into the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

B. IDENTIFYING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine (i) which Tax Zone each Assessor's Parcel is located in; (ii) the Special Tax Requirement for the then-current Fiscal Year; and (iii) the number of Residential Units built or to be built on each Parcel of Taxable Property by referencing the building permit, condominium plan, apartment plan, site plan or other development plan for the property. Under no circumstance shall the Special Tax apply to land with approved tentative parcel maps, approved tentative subdivision maps, or undeveloped property; the Special Tax shall only apply once a parcel becomes Taxable Property, as defined herein.

In any Fiscal Year, if it is determined that (i) a final parcel map or final subdivision map for a portion of property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the final parcel map or final subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the final parcel map or final subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Residential Property or Age-Restricted Residential Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the final parcel map or final subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the final parcel map or final subdivision map.

C. MAXIMUM SPECIAL TAX

1. Parcels of Residential Property and Age-Restricted Residential Property

The following Maximum Special Tax rates shall apply to all Parcels of Taxable Property within Tax Zone 1 of CFD No. 2013.

Land Use Category	Maximum Special Tax (Fiscal Year 2011-12)*
Age-Restricted Residential Property	\$300 per Residential Unit
Residential Property	\$450 per Residential Unit

*The Maximum Special Taxes set forth above shall, on each July 1 commencing July 1, 2012, be escalated by the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers. The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2011 to April 2012.

2. *Structures That Include Both Age-Restricted Residential Units and Residential Units That Are Not Subject to a Recorded Age Restriction*

If a building permit is issued for a structure that will include age-restricted Residential Units and Residential Units that are not subject to a recorded age restriction, the Administrator shall apply the following steps to determine the appropriate Maximum Special Tax for the Parcel(s):

- Step 1.** Determine how many Residential Units are included within the building and whether there is a separate Airspace Parcel created for each Residential Unit.
- Step 2** Determine which Residential Units meet the definition of Age-Restricted Residential Property and which meet the definition of Residential Property.
- Step 3a.** *If there are separate Airspace Parcels for each Residential Unit*, the Maximum Special Tax for each Airspace Parcel on which a Residential Unit has been or will be constructed shall be the applicable Maximum Special Tax based on the determination as to whether the Parcel is Age-Restricted Residential Property or Residential Property.
- Step 3b.** *If there are not separate Airspace Parcels for each Residential Unit, the Maximum Special Tax for the Parcel on which the building is located shall be determined as follows:*
 - 3b(i)** Determine how many Residential Units are age-restricted, and multiply this number by the Maximum Special Tax for Age-Restricted Residential Property.
 - 3b(ii)** Determine how many Residential Units are not age-restricted, and multiply this number by the Maximum Special Tax for Residential Property.
 - 3b(iii)** Sum the amounts from 3b(i) and 3b(ii) to determine the Maximum Special Tax for the Parcel.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

- First: The special tax shall be levied Proportionately on each Parcel of Residential Property and Age-Restricted Residential Property up to 100% of the applicable Maximum Special Tax for such Fiscal Year;
- Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have applied to the Parcel had the

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

The Special Tax for CFD No. 2013-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2013-2 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

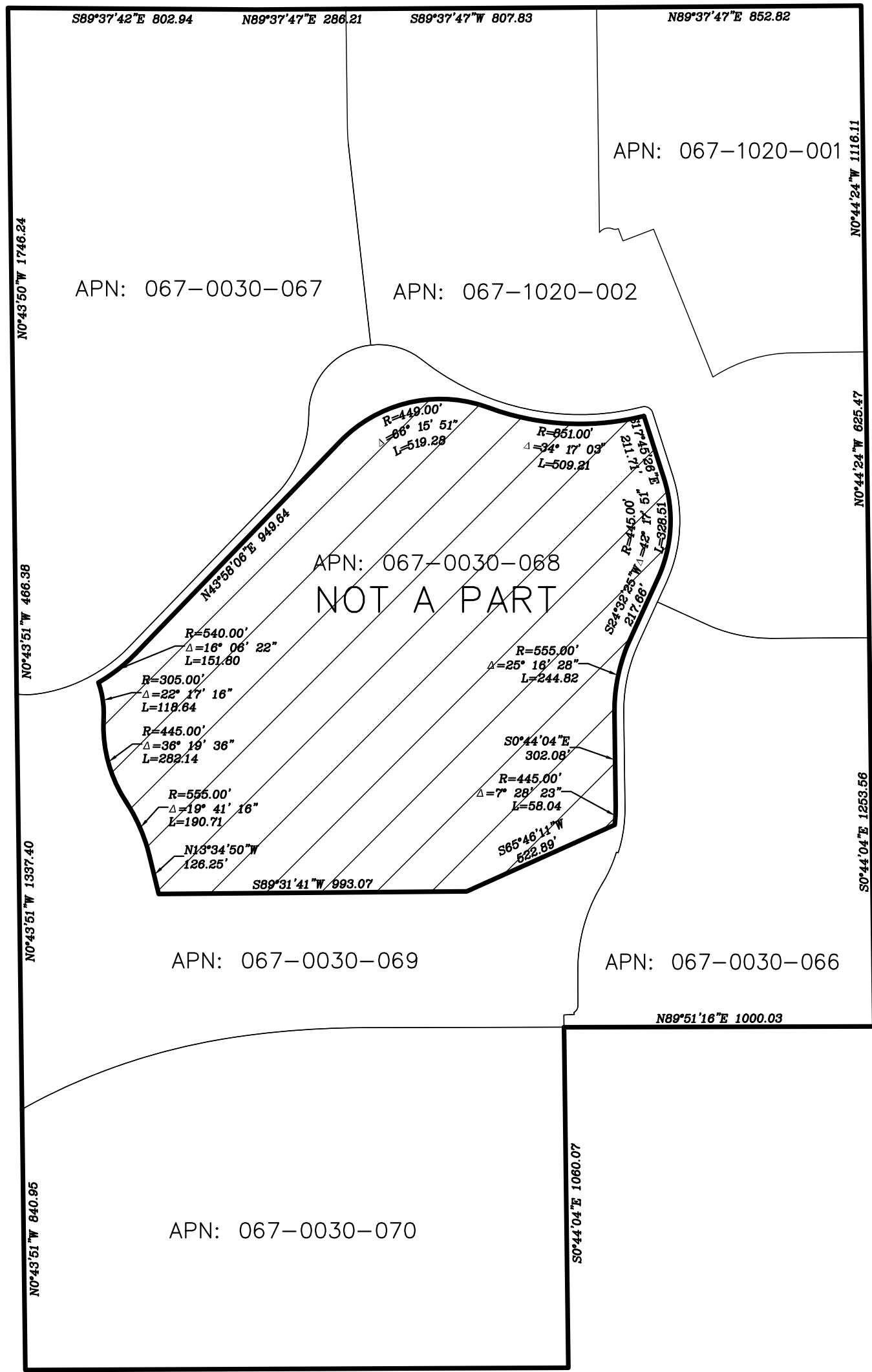
Notwithstanding any other provision of this RMA, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, (ii) any Parcel in CFD No. 2013-2 that is not Taxable Property, and (iii) any non-residential square footage within a building within which there are also Residential Units.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make administrative, technical and clarification changes to this RMA that in its judgment do not materially affect the equitable rate and method of apportioning Special Taxes among Parcels, including reallocation of the Special Taxes among property in CFD No. 2013-2 as a result of the creation of new Parcels from existing Parcels and/or for the purpose of more reasonably allocating the Special Tax based upon the existing or future development on property in CFD 2013-2. In addition, the interpretation and application of any section of this RMA shall be left to the City's discretion; interpretations may be made by the City by ordinance or resolution for the purposes of clarifying any vagueness or ambiguity in this RMA and to conform to the original intent of the City to allocate the Special Taxes among residential properties benefiting from the services financed by the Special Taxes.

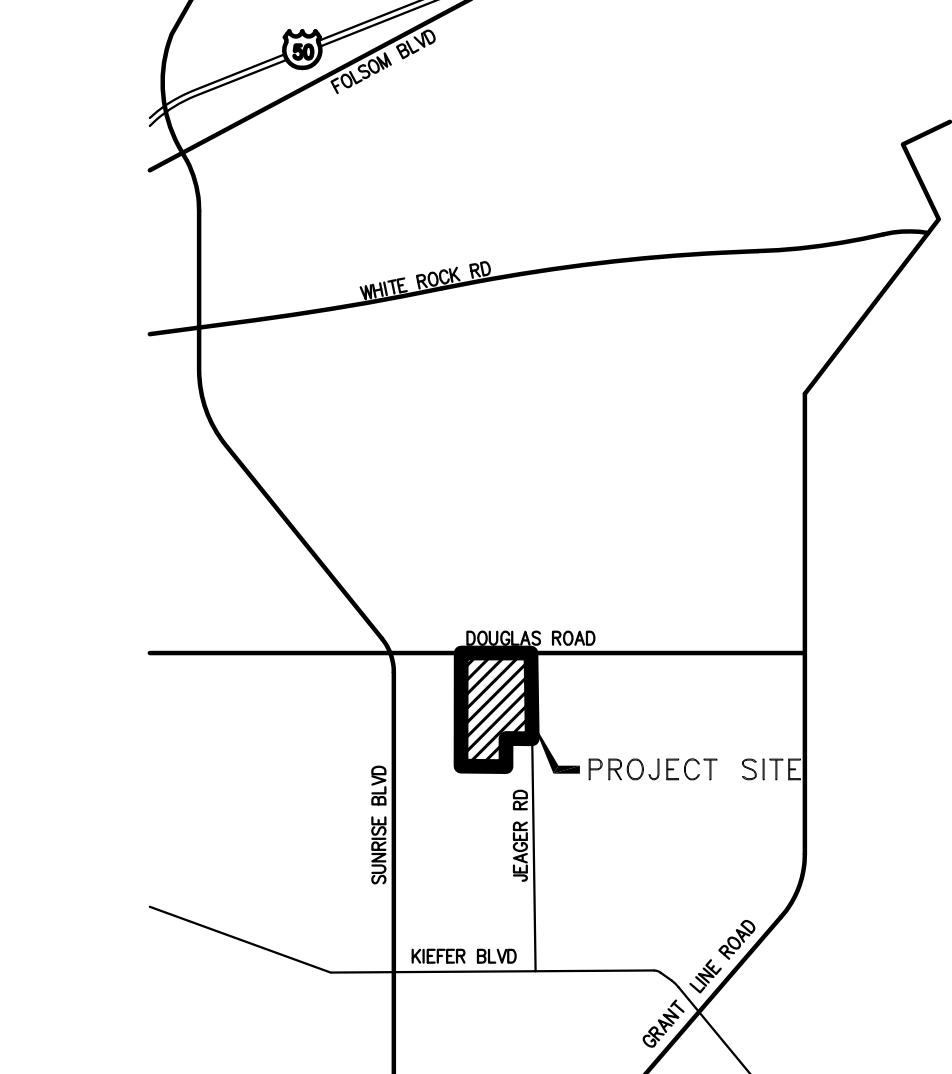
PROPOSED AMENDED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT No. 2013-2
(POLICE SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

DOUGLAS ROAD



RANCHO CORDOVA PARKWAY

SCALE: 1" = 400'



LEGEND
DISTRICT BOUNDARY

THIS MAP AMENDS AND CORRECTS THE MAP OF THE BOUNDARY OF CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES), COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, PREVIOUSLY RECORDED ON THE 21ST DAY OF DECEMBER, 2012, IN BOOK 114 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 0018 AND AS DOCUMENT NO. 20130102PG1208 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 2013.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2013-2, CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA: AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2013. BY ITS RESOLUTION No. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

FILED THIS _____ DAY OF _____, 2013. AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. _____ THROUGH _____ AS INSTRUMENT NO. _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF SACRAMENTO

FEE \$ _____

REFERENCE THE SACRAMENTO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

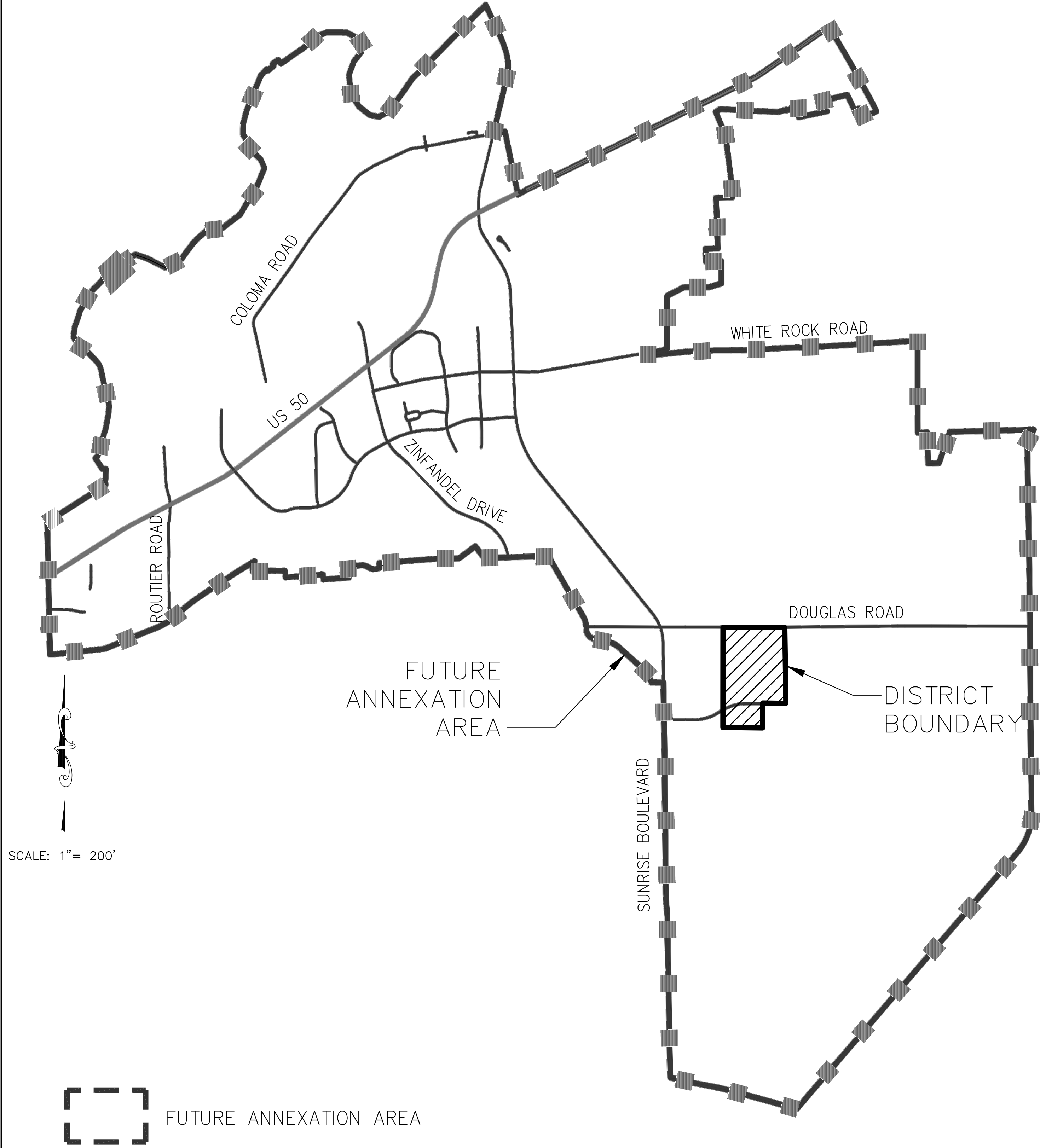
PROPOSED AMENDED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013-2
(Police Services)
County of Sacramento, California

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

Sheet 1 OF 2

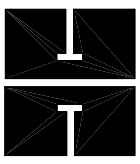
PROPOSED AMENDED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT No. 2013-2
(POLICE SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



PROPOSED AMENDED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013-2
(Police Services)
County of Sacramento, California

Sheet 2 OF 2

 **HARRIS & ASSOCIATES**
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

RESOLUTION NO. 11-2013**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CALLING SPECIAL LANDOWNER ELECTION****CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

RESOLVED, by the City Council (the "Council") of the City of Rancho Cordova (the "City"), County of Sacramento, State of California as follows:

WHEREAS, this Council has adopted a resolution entitled "A Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District, (the "Resolution of Formation"), ordering the formation of City's Community Facilities District No. 2013-2 (Police Services) (the "CFD") and future annexation area, defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD, as modified in the Resolution of Formation, and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, after the adoption of the Resolution of Intention, and with the consent of the sole landowner in the proposed CFD, the rate and method of apportionment of the special tax to be levied within the CFD to pay for services was modified to add a rate and definition for Age Restricted Communities and the boundary map for the CFD was amended to delete a parcel dedicated for wetland use, both changes being initiated and made at the request of and with the consent of the sole landowner in the proposed CFD; and

WHEREAS, the modification to the rate and method of apportionment of the special tax and the amended boundary map of the parcels of real property within the CFD are both shown in the Resolution of Formation; and

WHEREAS, the Council finds that the sole owner of property in the CFD requested the modification of the rate and method of apportionment and the amendment to the boundary map and such landowner is aware of the changes; and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the sole landowner, as the qualified elector of the CFD as required by the provisions of the Act.

NOW THEREFORE, IT IS HEREBY ORDERED as follows:

1. **Issues Submitted.** Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefore as provided below.

2. **Qualified Electors.** This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the ninety (90) days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each

ATTACHMENT 2

having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

3. **Conduct of Election.** This Council hereby calls a special election to consider the issues described in section 2, above, which election shall be held on February 19, 2013, and the results thereof canvassed at the meeting of this Council on February 19, 2013. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD and Future Annexation Area, and a sufficient description to allow the Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that paragraphs (a), (b) and (c) (1) of Section 4000 are applicable to this special election.

4. **Ballot.** As authorized by Section 53353.5 of the Act, the issues described in Section 1 above shall be combined into a single ballot measure, the form of which as attached hereto as **Exhibit A** is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit A, to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot.

5. **Waivers.** This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. **Accountability.** Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the providing of services in addition to those presently provided within the CFD, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the Government Code.

ATTACHMENT 2

7. **Effective Date.** This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

**Form of
OFFICIAL BALLOT
SPECIAL TAX ELECTION
(Mailed-Ballot Election)**

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)**

Number of Votes: _____

Property Owner: _____

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and the resolutions of the City Council of the City of Rancho Cordova, the above-named landowner is entitled to cast the number votes specified above on this ballot. In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before the end of the public hearing on February 19, 2013, to:

Mindy Cuppy, City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mailing by that date will not be sufficient. The ballot must be physically received by the City Clerk prior to the deadline in order to be counted.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rancho Cordova and obtain another.

BALLOT MEASURE

BALLOT MEASURE: Shall the City Council of the City of Rancho Cordova be authorized to levy a special tax solely on lands within the City's Community Facilities District No. 2013-2 (Police Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Intention of the CFD adopted by the Council of the City on December 17, 2012, as amended in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the Council of the City on February 19, 2013, annually, commencing in the City's fiscal year 2013-14, to finance certain public services for the CFD and to pay the costs of the City in administering the CFD and shall the annual appropriations limit of the CFD be established in the amount of \$40,000,000?

YES: _____

NO: _____

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Certification

The undersigned is the authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

Property Owner:

By: _____
Signature

Print name

Print title

Date: _____

RESOLUTION NO. 12-2013**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION
AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN****CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

RESOLVED, by the City Council (the "Council") of the City of Rancho Cordova (the "City"), County of Sacramento, State of California as follows:

WHEREAS, this Council has adopted a resolution entitled "A Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District, (the "Resolution of Formation"), ordering the formation of City's Community Facilities District No. 2013-2 (Police Services) (the "CFD") and future annexation area, defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD, as modified in the Resolution of Formation, and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, under to the provisions of the Resolution of Formation and pursuant to a Resolution of the City Council of the City of Rancho Cordova Calling Special Landowner Election (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act.

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, this Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. **Recitals.** The foregoing recitals are all true and correct.
2. **Issues Presented.** The issues presented at the special election were the levy of a special tax within the CFD and the approval of an annual appropriations limit of not to exceed \$40,000,000, all pursuant to the Resolution of Formation.
3. **Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

ATTACHMENT 3

4. **Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

5. **Notice of Tax Lien.** The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Sacramento a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this resolution by the Council.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A**CANVASS AND STATEMENT OF RESULT OF ELECTION**

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Street Lighting and Road Maintenance)

I hereby certify that on February 19, 2013, I canvassed the returns of the election held on in the Community Facilities District No. 2013-2 (Police Services) of the City of Rancho Cordova and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
Community Facilities District No. 2013-2 (Police Services) of the City of Rancho Cordova, Special Tax Election, February 19, 2013	_____	_____	_____	_____

BALLOT MEASURE: Shall the City Council of the City of Rancho Cordova be authorized to levy a special tax solely on lands within the City's Community Facilities District No. 2013-2 (Police Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Intention of the CFD adopted by the Council of the City on December 17, 2012, as amended in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the Council of the City on February 19, 2013, annually, commencing in the City's fiscal year 2013-14, to finance certain public services for the CFD and to pay the costs of the City in administering the CFD and shall the annual appropriations limit of the CFD be established in the amount of \$40,000,000?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on February 19, 2013.

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

ORDINANCE NO. 2-2013**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA LEVYING
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT****Community Facilities District No. 2013-2
(Police Services)**

WHEREAS, this Council adopted a resolution entitled "A Resolution of the City of Rancho Cordova of Intention to Establish a Community Facilities District and Future Annexation Area (the "Resolution of Intention"), has conducted proceedings (the "Proceedings") to establish City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain public services (the "Services) as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this City Council adopted its Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District (the "Resolution of Formation) pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on February 19, 2013, a special election was held among the landowner voters within the CFD at which the such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

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

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2013-14 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

Section 2. The Chief Financial Officer of the City or designee or employee thereof of the City is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

ATTACHMENT 4

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Sacramento in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Sacramento for fiscal year 2013-14 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This ordinance shall go into effect on the earliest day allowable by law.

THE FOREGOING ORDINANCE was adopted this ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Budge, Mayor

Attest:

Mindy Cuppy, CMC, City Clerk

**City of Rancho Cordova
Community Facilities District No. 2013-2
(Police Services)**

ORDER OF PROCEEDINGS FOR HEARING, VOTE AND ACTIONS

The Mayor makes the following opening remarks:

“This is the time and place for the public hearing in this Council's proceedings for Community Facilities District No. 2013-2 (Police Services). The hearing is to inquire into the formation of the District and the levy of special taxes in the District. Before I formally open the hearings, are there any property owners or registered voters in the District who wish to file written protests? If so, they must be filed with the City Clerk now.”

[Pause to see if there are any protests.]

“The hearing is now open. We will receive comments and questions and any oral protests from any interested persons. When all comments have been received the hearing will be closed.”

Mayor asks for comments, questions and protests from audience.

When no more comments, Mayor closes the hearing and says:

“We may now consider and adopt the “Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District which will establish the District and the Resolution of the City of Rancho Cordova Calling Special Property Owner Election which will call for the property owner vote to approve the special tax and the appropriations limit for the District.”

Council considers and ADOPTS:

Resolution No. 10-2013 – A Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District; and

Resolution No. 11-2013 – A Resolution of the City Council of the City of Rancho Cordova Calling Special Property Owner Election.

Mayor then says:

“Will the Clerk please announce the result of the property owner vote.”

Clerk announces result and completes the Canvass (attached to Resolution Declaring Results of Special Election... as below).

Mayor then says:

“The record shows that at least 2/3rds of the property owner votes are in favor of the levy of the special taxes and the establishment of the appropriations limit. We may now proceed with the final actions for the District.”

Council considers and takes the following actions:

(a) ADOPT

Resolution No. 12-2013 – A Resolution of the City Council of the City of Rancho Cordova Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien

(b) FIRST READING OF

Ordinance No. 02-2013 – An Ordinance of the City Council of the City of Rancho Cordova Levying Special Tax within Community Facilities District No. 2013-2 (Police Services)

END OF ITEM

**CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

**CERTIFICATE OF CITY CLERK
RE: WAIVER (OF CERTAIN ELECTION REQUIREMENTS) AND CONSENT**

I, Mindy Cuppy, City Clerk for the City of Rancho Cordova, hereby certify:

I have received, and now have in my possession as a permanent part of the City's record of this election, an Election Waivers executed by the authorized representative of each landowner to be included in the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services), (the "District"), as provided by the owners of all the property in the District.

I make this Certification as of February 19, 2013.



Mindy Cuppy, City Clerk
City of Rancho Cordova

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)

I hereby certify that on February 19, 2013, I canvassed the returns of the election held on in the Community Facilities District No. 2013-2 (Police Services) of the City of Rancho Cordova and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	<u>YES</u>	<u>NO</u>
Community Facilities District No. 2013-2 (Police Services) of the City of Rancho Cordova, Special Tax Election, February 19, 2013	<u>188.72</u>	<u>188.72</u>	<u>188.72</u>	<u>0</u>

BALLOT MEASURE: Shall the City Council of the City of Rancho Cordova be authorized to levy a special tax solely on lands within the City's Community Facilities District No. 2013-2 (Police Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Intention of the CFD adopted by the Council of the City on December 17, 2012, as amended in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the Council of the City on February 19, 2013, annually, commencing in the City's fiscal year 2013-14, to finance certain public services for the CFD and to pay the costs of the City in administering the CFD and shall the annual appropriations limit of the CFD be established in the amount of \$40,000,000?

YES: X

NO:

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on February 19, 2013.

By: 
Mindy Cuppy, City Clerk
City of Rancho Cordova

**City of Rancho Cordova
Community Facilities District No. 2013-2
(Police Services)**

COMMUNITY FACILITIES DISTRICT REPORT

CONTENTS

Introduction

- A. Description of Services
- B. Cost Estimate
- C. Proposed Boundaries of the Community Facilities District

City of Rancho Cordova
Community Facilities District No. 2013-2
(Police Services)

INTRODUCTION

The City Council (the "Council") of the City of Rancho Cordova (the "City") did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), on December 17, 2012, adopt a resolution entitled "A Resolution of Intention to Establish a Community Facilities District and Future Annexation Area" (the "Resolution of Intention"). In the Resolution of Intention, the Council expressly ordered the preparation of a written Community Facilities District Report (the "Report"), for the proposed City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) (the "CFD").

The Resolution of Intention ordering the Report did direct that the Report generally contain the following:

1. A description of the Services by type which will be required to adequately meet the needs of the CFD; and
2. An estimate of the cost of providing the Services.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the Council.

NOW, THEREFORE, I, the Finance Director, do hereby submit the following data:

A. DESCRIPTION OF SERVICES. The Services include (i) obtaining, furnishing, operating and maintaining police protection equipment or apparatus, (ii) paying the salaries and benefits of police protection personnel, and (iii) other such police protection service expenses as deemed necessary for the benefit of residents in the CFD.

B. COST ESTIMATE. The cost estimate for the services for the CFD is initially estimated to be approximately \$360,000 per year, and may increase in the future in proportion to the increase in the cost of providing the Services.

C. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the Boundary Map of the CFD on file with the City Council, to which reference is hereby made.

Dated as of January 25, 2013

By: 

Donna Silva, Finance Director
City of Rancho Cordova

MEMORANDUM

DATE: February 19, 2013
TO: Honorable Mayor and Council Members
FROM: William Campbell, Principal Planner



SUBJECT: RANCHO CORDOVA EVENT CENTER MULTI-SPORT FACILITY ADMINISTRATIVE USE PERMIT AND VARIANCE; PROJECT NO. DD7735 – LOCATED AT 2561 MERCANTILE DRIVE.

PROPERTY OWNER: Drake Enterprises, Inc. Mr. Glenn Drake 490 Watt Drive Fairfield, CA 94534	APPLICANT/DEVELOPER: Rancho Cordova Event Center 2729 Prospect Park Drive, Suite 117 Rancho Cordova, CA 95670
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PROJECT: Multi-Sport Facility – Administrative Use Permit and Variance FILE: DD7735 LOCATION: 2561 Mercantile Drive APN: 072-0350-015 PLANNER: William Campbell	
--	--

RECOMMENDATION

Adopt Resolution 1-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow an indoor multi-sport facility within a 71,000 square foot building that will be capable of hosting basketball, volleyball and other indoor oriented tournaments. Rancho Cordova Event Center (RCEC) will be able to accomplish one of its main goals to increase tourism and overnight stays in the City during the weekends. The facility will also cater to the regular weekday training and workout schedules for local area teams, club teams and individuals. See **Attachment 2** for the Executive Summary of the proposed use.

ADVANCES GOALS: 1, 2, and 6

BACKGROUND

The RCEC came to the City about a year ago and asked for assistance with developing a multi-use sports facility in the City of Rancho Cordova. The City had been approached by other sports groups, but due to the lack of funds, many of the groups could not afford the improvement cost associated with converting large industrial buildings into high occupancy assembly buildings. This change in occupancy would trigger high cost retro-fitting of bathrooms, providing additional accessibility requirements and having to provide sufficient parking to support the large number of people using these facilities during tournament play.

RCEC has been fortunate to find a building that will meet their program needs and allow them to convert the large space in an economical way.



Figure 1 Aerial Vicinity Map

Table 1 – Land Use Relationships with Adjacent Properties

	General Plan Land Use Designation	Zoning	Existing Land Use
Subject Property	Light Industrial SBSPA	M-1 Light Industrial	warehouse
North	Light Industrial SBSPA	M-1 Light Industrial	Warehouse/industrial
East	Light Industrial SBSPA	M-1 Light Industrial	Folsom South Canal
South	Light Industrial SBSPA	M-1 Light Industrial	Warehouse/industrial
West	Light Industrial SBSPA	M-1 Light Industrial	Warehouse/industrial services
General Plan Abbreviations: SBSPA= Sunrise Boulevard South Planning Area Figure LU-31			

The project will need approval of an Administrative Use Permit for the indoor recreation facility. A variance is required for the reduction of on-site parking caused by the tournament schedule and an exception to the parking lot shading (tree planting) requirement. Each approval request will be discussed in greater detail in the following sections.

Administrative Use Permit (AUP)

This permit would normally be processed by staff, however due to the need of City Council approval for the parking and site development Variance, the whole package should be heard by the City Council. The multi-sport facility is an administratively allowed use in the light industrial zone and the AUP gives the City an opportunity to impose reasonable conditions to control the activity. This use will be exclusively indoors, with no exterior modifications to the building or activity to be conducted outside; therefore, the conditions for this project are mainly code related. The project has been reviewed according to all findings outlined in Section 23.125.030 of the Zoning Code. The required findings and the evidence to support them are included in Resolution No. 1-2013 (**Attachment 1**).

Variance

According to the project description, the tournament play will exceed the on-site parking capacity and the multi-sport facility will need to provide off-site facilities. The parking lot leaseholds will need to be secured by RCEC prior to the issuance of building permits to accommodate the excess parking need for tournament play. Unfortunately, the available parking facilities that RCEC could secure are greater than 1000 feet from the facility, as specified in Section 23.719.100 A. The off-site parking agreement is with the Marriott Hotel and the applicant plans to provide shuttle service to and from the lot (see **Attachment 3**). The on-site parking capacity is sufficient to support the parking needs of the facility during weekday activities. Staff believes the applicant has provided a satisfactory solution to the parking issue and recommends support of their request, subject to the conditions of approval.

Another aspect of the Variance request by the applicant is to defer the code requirement for parking lot shading (tree planting), as specified in Section 23.716.070 C (4). Increasing the parking lot shading would reduce the total amount of on-site parking that can be provided. RCEC is leasing this facility and they are not modifying the exterior of the building. Staff recommends the deferment of the parking lot shading requirement as part of the Variance request, which would expire when the multi-sport facility no longer occupies the building. A condition of approval has been added to permit the deferment of the parking lot shading requirement, as long as RCEC occupies the building.

The project has been reviewed according to all findings outlined defined in Zoning Code Section 1.15.040. The required findings and the evidence to support them are included in Resolution No. 1-2013 (**Attachment 1**).

ATTACHMENTS

1. Resolution 1-2013, including the Site Plan (**Exhibit A**) and Conditions of Approval (**Exhibit B**).
2. Executive Use Summary
3. Marriott Parking Agreement
4. 500' radius map and labels

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 1-2013

**A RESOLUTION OF THE CITY COUNCIL APPROVING A ADMINISTRATIVE USE PERMIT
FOR A MULTI-SPORT FACILITY AND A VARIANCE TO SECTIONS 23.716.070 C (4)
MINIMUM PARKING LOT SHADING AND SECTION 23.719.100 (A) EXCEEDING THE
MAXIMUM ALLOWED DISTANCE FOR OFF-SITE PARKING,
PROJECT NO. DD7735**

WHEREAS, Rancho Cordova Event Center (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for an Administrative Use Permit for the indoor multi-sport facility in the Light Industrial Zone and a Variance to exceed the maximum distance for off-site parking and deferring the parking lot shade tree planting requirement, as established in the Rancho Cordova Zoning Code. The project is located at 2561 Mercantile Drive (Assessor's Parcel Number: 072-0350-015); and

WHEREAS, the Planning Director would have been the appropriate authority to hear and take action on the Administrative Use Permit; however, due to the co-application of a variance to certain development standards the project will be combined, and

WHEREAS, the City Council is the appropriate authority to hear and take action on the combined 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, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

- A. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is consistent with the Environmental Impact Report prepared for the General Plan and is Categorically Exempt under Section 15332, In-Fill Development, as supported by the following Findings and Evidence:
 - A. *Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. Evidence: The project site is designated Light Industrial (LI) in both the General Plan and the adopted Zoning Map of the City. The proposed use is an administratively allowed use in the Light Industrial Zone*
 - B. *Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. Evidence: The project site is approximately 3.80 acres, with a 71,000 square foot building and entirely surrounded by urban commercial and industrial uses of similar scale and intensity.*
 - C. *Finding: The project site has no value as habitat for endangered, rare or threatened species. Evidence: The current site is fully developed with a 71,000 square foot structure and support parking. The total site has been disturbed and therefore no habitat or endangered species will be impacted by the proposed use.*

ATTACHMENT 1

- D. *Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Evidence: The new use will not generate new significant levels of traffic or noise impacts to the immediate area, due to the off-site parking facilities that will support the project. The new project will improve the existing conditions related to on-site drainage and water quality by the new improvement measures required by the current codes.*
- E. *Finding: The site can be adequately served by all required utilities and public services. Evidence: The site can be served by all required utilities that are currently in the area, which currently serves the existing building on site.*
2. Approve the Administrative Use Permit (AUP), subject to the Site Plan (**Exhibit A**) and Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.125.030;
- A. *Finding: The Proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code, Municipal Code, General Plan and any applicable Specific Plans or City regulations/standards. Evidence: The proposed use is allowed subject to the approval of an AUP. The AUP process was crafted to allow property owners the ability to increase their marketability by attracting other uses not customarily located in industrial zones. The AUP gave the city the opportunity to impose reasonable conditions on the use to ensure the peace, safety and welfare of the community. A set of conditions has been developed to ensure the operation will not impact neighboring properties.*
- B. *Finding: The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards. Evidence: The multi-sport facility property is sufficiently large enough to accommodate the normal weekday use for individual conditioning, team coaching and informal team scrimmage, and will be supported by sufficient off-site parking facilities to accommodate tournaments that will draw larger groups. Adequate transportation facilities will be provided in the form of shuttle buses to and from the parking lots and hotel sites supporting the tournament teams.*
- C. *Finding: Granting the permit would not be detrimental to the public interested, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located. Evidence: Typically, indoor recreation facilities are not customary in industrial park settings; however, due to the size of the buildings and ceiling clearance height, the large industrial buildings lend themselves to these types of indoor facilities. Commercial gymnasiums located in commercial based zones are very expensive for these multi-sport complexes and the building sizes needed are best found in industrial areas. The major use of the facility will not impact the neighboring businesses due to the sports complex hours that are after normal 8AM to 5PM business hours and weekends when most area businesses are closed.*

ATTACHMENT 1

3. Approve the Variance, subject to the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.143.030;
- A. Finding: *The Variance will be an incentive to, and a benefit for, the non-residential development.* Evidence: The secured off-site parking lots will support both the multi-sport facility and the existing hotels, which are in close proximity to the lots. The tournaments will bring in local and traveling teams that will reserve hotel rooms over the weekend, when the vacancy rates in the area hotels are much higher than the work week vacancy rates. The off-site parking facilities will also allow the tournament organizers better control over their site for team buses, sports vendors and exhibits to support the tournaments. Additionally, deferring the required amount of on-site tree planting to shade the lot will maintain the greatest amount of on-site parking spaces. Within the industrial zone, the area used for loading and unloading of trucks is not shaded per the Code, and when the multi-sport facility leaves the site, the added parking lot shading would need to be removed to accommodate the truck traffic and turning motions.
- B. Finding: *The Variance will facilitate access to the non-residential development by patrons of public transit facilities.* Evidence: The off-site parking facilities are the parking lots for the light rail system, which will be used during the off peak times of commuter traffic. The light rail stations are in close proximity to the hotels along Folsom Boulevard that will be supporting the tournament accommodations. Shuttle bus service will be provided to and from the parking lots to the multi-sport facility, thereby reducing the demand for on-site parking and on-street parking congestion. The reduced landscape request would not facilitate public transit use; however it would preserve the greatest amount of on-site parking and relieve the burden of over flow parking on the street.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

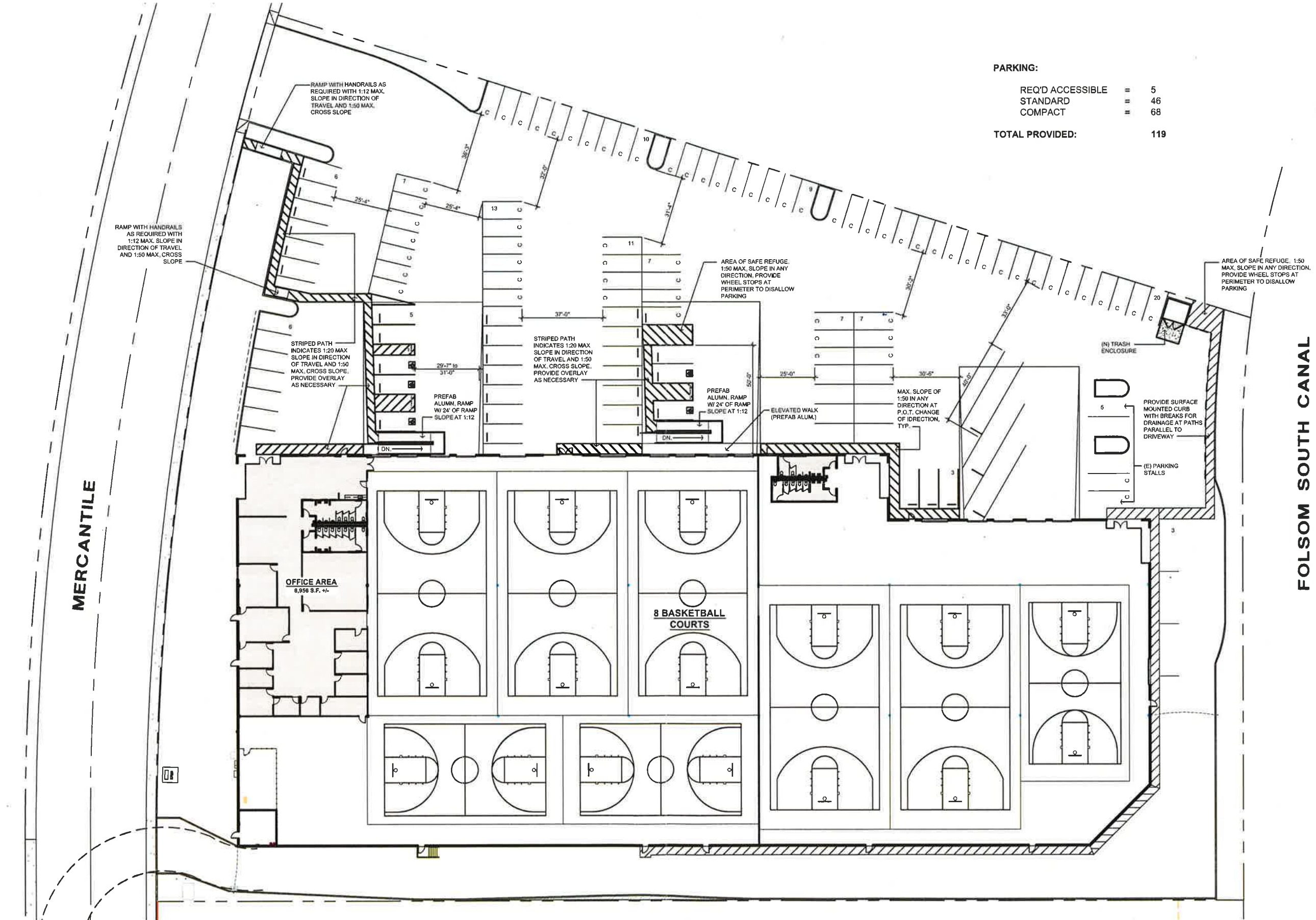
ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



PARKING:

REQ'D ACCESSIBLE	=	5
STANDARD	=	46
COMPACT	=	68
TOTAL PROVIDED:		119

MERCANTILE

FOLSOM SOUTH CANAL



SITE PLAN
SCALE: 1" = 20'-0"

Preliminary Design For:
Rancho Cordova Sports Complex
2561 Mercantile Drive

10520 ARMSTRONG AVENUE, MATHER, CALIFORNIA 95655
916.362.6303(P) 916.362.5841(F)



KLW/OX 2012080.00 11.09.12

Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	This approval will permit Rancho Cordova Event Center to operate an indoor multi-sport facility within a 71,000 square foot building that will be capable of hosting basketball, volleyball, and other indoor oriented tournaments. The facility will also cater to the regular weekday training and workout schedules for local area teams, club teams, and individuals.	PLANNING	
2.	The approval of this Variance will permit Rancho Cordova Event Center (RCEC) to provide off-site parking facilities that are greater than the 1000 feet from the facility and defer the required parking lot shading as long as RCEC uses the site. The off-site parking agreements and parking lot landscape deferral will automatically expire when RCEC vacates the site.	PLANNING	
3.	In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	PLANNING	
4.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	PLANNING	
5.	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.	PLANNING	
6.	The 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	FINANCE	

Conditions of Approval

	status of your account with the City.			
	Prior to Building Permit or Improvement Plan Issuance.			
7.	The Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Building Permit Review and Building Permit Issuance. For account status, please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	PRIOR TO BUILDING PERMIT SUBMITTAL / PRIOR TO BUILDING PERMIT ISSUANCE	FINANCE	
8.	Applicant shall provide a Parking Management Plan that will serve as the guide for monitoring and control of over flow parking of the facility during tournament play. The management plan shall address how off-site parking will be channeled onto the public street and describe the methods to be used to monitoring and control the over flow parking to protect private property in the immediate area. The Planning Director shall review and approve the Parking Management Plan.	PRIOR TO BUILDING PERMIT ISSUANCE	PLANNING	
9.	Site plan shall provide for two onsite trash enclosures, or one multi-bin enclosure, per the Zoning Code Section 23.731.080 A5. The on-site parking area shall be stripped according to the approved plan and be removed when Rancho Cordova Event Center vacates the property.	PRIOR TO BUILDING PERMIT ISSUANCE	PLANNING	
	Prior to Occupancy			
10.	Applicant shall provide a copy of the shuttle bus plan to and from the multi-sport facility and the off-site parking lots, prior to the first tournament.	PRIOR TO OCCUPANCY	PLANNING	

The Rancho Cordova Event Center

The Rancho Cordova Event Center (RCEC) is a planned multi use sports facility located at 2561 Mercantile Dr. in Rancho Cordova. The building is a 71,000 square foot warehouse space that is being updated to accommodate indoor sports and recreation activities. The space allows for 8 basketball courts, or up to 11 volleyball courts. The indoor surface will include hardwood and composite flooring to accommodate indoor activities and sports including; basketball, volleyball, futsal, wrestling, karate, tae kwon do, judo, badminton, table tennis, and other events.

The project was initiated by Rancho Cordova Event Center with 3 primary goals. First, generate incremental room nights to the hotel properties in the TBID by creating demand on weekend nights through sports tourism. Second, operate a financially responsible facility that can operate at a reasonable cost structure and obtain the first objective with a return on investment in line with outlined policies of the organization. Finally, provide a community benefit through the development of sports academic programs through a non-profit organization that will assist underserved kids and provide access to club level sports, travel competitions, academic assistance, college prep assistance, and financial aid for continued education.

Rancho Cordova Event Center will operate the facility to ensure that the outlined goals are met, and we can provide oversight to ensure the success of the Event Center. Many benefits will arise from the development and operation of the Event Center. Currently Rancho Cordova offers a limited number of facilities and capacity to attract high level tournaments that will generate incremental room nights. Our existing facilities are run by operators that have a different set of goals for operation and are at a capacity which does not allow for a significant increase in sports tourism and economic impact. The Event Center will create a significant expansion in our facilities available for Sports Tourism. We have partnered with the largest competitive sports organization in the Nation, AAU (Amateur Athletic Union) to assist in the development of our tournaments and rapidly expand our marketing capabilities to Teams and Tournament operators. This partnership will allow rapid expansion of incremental room nights and revenue through the existing demand and need of AAU, and partnership with Rancho Cordova Event Center. Additional benefits that will arise through this venture include a positive extension of the Rancho Cordova Brand nationally through our marketing efforts, an economic impact estimated at \$4.5 million annually through incremental spending in the region by participants, job creation, and recreational opportunities for the community's youth and adult through our leagues and club sports programs. The non-profit organization focusing on academics and athletics is intended to improve the lives of kids in our area by improving quality of life through team building and assisting in the improvement of education to our underserved, but it will also differentiate the facility and strengthen our brand, highlighting Rancho Cordova as a place that takes education and support for our children seriously.

Our financial plan consists of using RCEC assessment revenue to pay for tenant improvements and equipment cost to open the facility. We will need assistance due to the high cost of renovation and equipment from the City of Rancho Cordova in the form of a line of credit. This line of credit will be secured by ongoing assessment revenue. Once the building is open and operational our financial plan shows a sustainable forecast of revenue to maintain operations, re-pay the line of credit and have reserves to re-invest in the operation. The line of credit will be applied to obtain the necessary equipment to open the facility:

The Rancho Cordova Event Center

LINE OF CREDIT APPLICATION:

City Permits and Fees including traffic impact fee

\$5100 – AUP and variance fee

\$95,628 – Permit and Traffic Impact Fee

Sports Equipment

\$135,000 – Wood and Composite floor

\$25,000 – Volleyball equipment

\$32,000 – Pads, Chairs, Curtains for court separation.

\$10,000 – Facilities equipment, lift, cleaning equipment, racks, fence, storage equipment

Bleachers

Quick Facts:

Location

2561 Mercantile Drive

61,000 Square feet of playing area

10,000 square feet of office space

Primary Focus

Basketball

Volleyball

Year Round Demand

Secondary Opportunities

Wrestling

Jujitsu

Tae Kwon Do

Badminton

Futsal

Table Tennis

Other Uses

Exposition Space

Events

Goals

Incremental weekend room nights for Rancho Cordova Hotels

14,000 annual incremental off peak room nights

Financial stability

Break even revenue or better

Community Benefit

Athletics and Academic assistance to Rancho Cordova Kids

The Rancho Cordova Event Center

Most competitive facility in the region
Attract travel teams and competitors

Partnerships

AAU – Amateur Athletic Union Basketball
 Secondarily Volleyball
 Wrestling
NCVA – Northern California Volleyball Association (in discussion)

Risks:

Parking
Financial Commitment (TI's)
Permits



Josiah Kitonga
Chairman of the Board
Rancho Cordova Travel and Tourism
2729 Prospect Park Dr.
Suite 117
Rancho Cordova CA, 95741
January 17, 2013

Kent Peterson
General Manager
Marriott Rancho Cordova
11211 Point East Dr.
Rancho Cordova, CA 95742

Dear Mr. Peterson:

Rancho Cordova Travel and Tourism is currently working on a project intended to drive a significant number of off peak (weekend) room night to the hotels in the Tourism Business Improvement District. The HUB at Rancho Cordova is a planned multi use sports facility located at 2561 Mercantile Dr. in Rancho Cordova. The building is a 71,000 square foot warehouse space that is being updated to accommodate indoor sports and recreation activities. The space allows for 8 basketball courts, or up to 11 volleyball courts. The space will accommodate indoor activities and sports including; basketball, volleyball, futsal, wrestling, karate, tae kwon do, judo, badminton, table tennis, and other events.

In order to operate this facility we require obtaining an Administrative Use Permit from the City of Rancho Cordova. This permit would allow Travel and Tourism to convert the space designated as industrial to accommodate our special event purposes. As a condition of the use permit we must secure enough parking to accommodate our guests. The city requires a minimum of 285 parking stalls to accept our proposal for the permit. Onsite we have a total of 125 parking stalls. We have requested a variance and need to secure 160 additional parking stalls that can be located off site as remote parking.

Midweek, the on-site parking will accommodate all occupancy of the building. A significant portion of those requiring parking will be staying at local hotels. We will operate shuttles to pick up and drop off participants at the facility, hotels and remote parking lot on a regularly scheduled route.

We would like to request the use of the Marriott parking location on the North side of the hotel to be used for remote parking on scheduled tournament dates. All signage and designation will be provided for the remote parking location. We will provide advance schedule of tournament dates, and shuttle schedules to the Marriott to minimize impact to guests. The HUB will also schedule tournaments and teams to minimize the requirement wherever possible to the remote parking lot.

Kent Peterson
January 24, 2013
Page 2

To the fullest extent permitted by law, the Rancho Cordova Travel and Tourism and The HUB at Rancho Cordova agrees to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless The Marriott Rancho Cordova, against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the (entity), by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this agreement.

All permanent/non-permanent signage and materials the hotel deems necessary to provide directions/instruction to HUB guests will be provided at the expense of the Rancho Cordova Tourism and The HUB at Rancho Cordova.

The Marriott Rancho Cordova may relocate parking to another area of the Marriott parking lot as deemed necessary to accommodate other functions and events held at the hotel, provided adequate notification is given to make guests aware of the change in location.

Rancho Cordova Travel and Tourism and The HUB at Rancho Cordova agree to pay a rental fee of \$1,000 monthly starting the first month the HUB begins hosting events.

Either Party may cancel this agreement with 60 days advance written notice. A formal contract will be drafted to represent our agreement after final terms are agreed between Rancho Cordova Travel and Tourism, The HUB, and the Marriott Rancho Cordova.

We greatly appreciate your support and will work diligently to drive weekend occupancy as a result of this project. If you are agreeable to this proposal please sign and return this document and we will provide the information requested of the Marriott to ensure a successful arrangement.

Thank you,



January 24, 2013

Date:

Josiah Kitonga
Chairman of the Board
Rancho Cordova Travel and Tourism



Kent Peterson
General Manager
Marriott Rancho Cordova

Date:

1/24/13

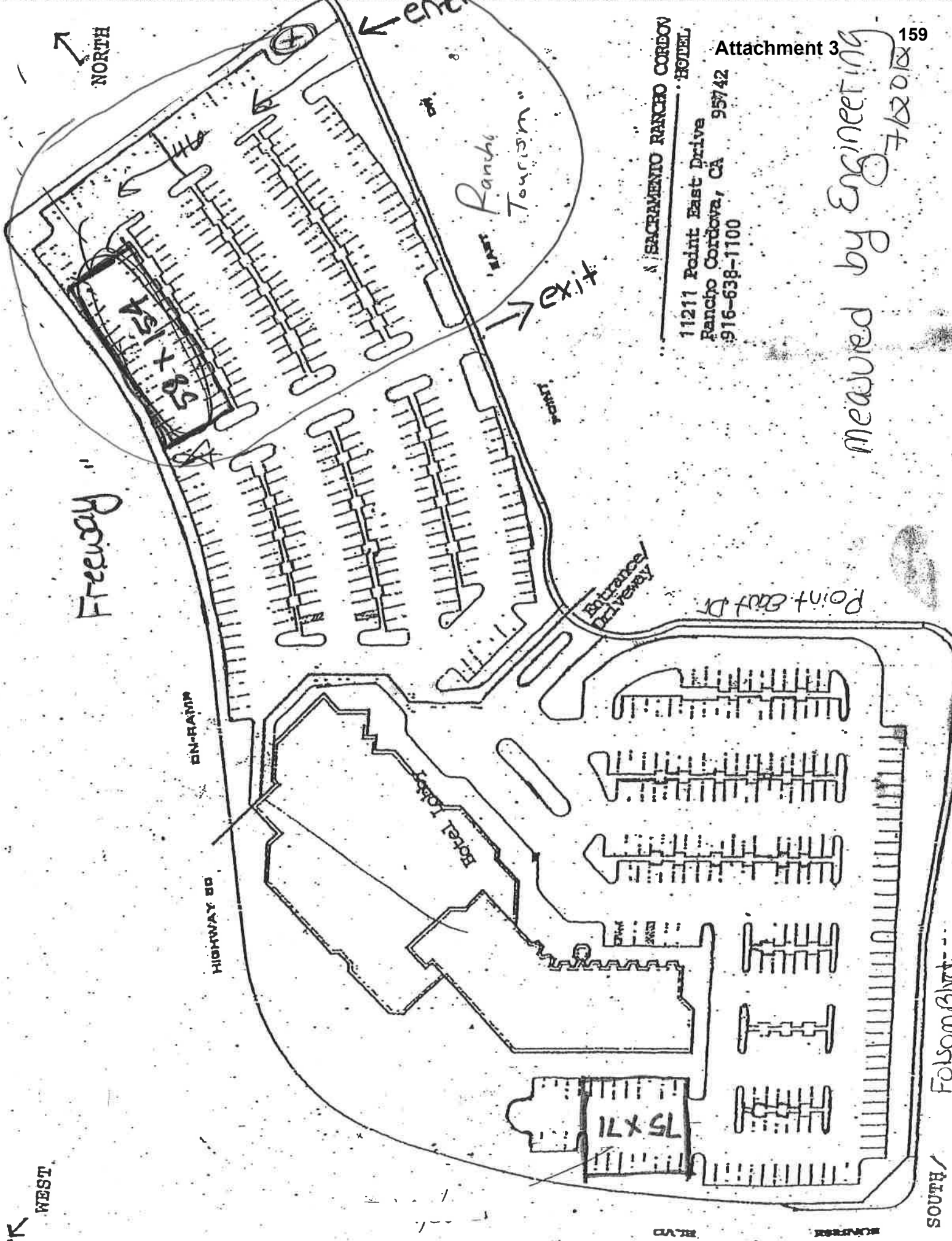
7/20/18

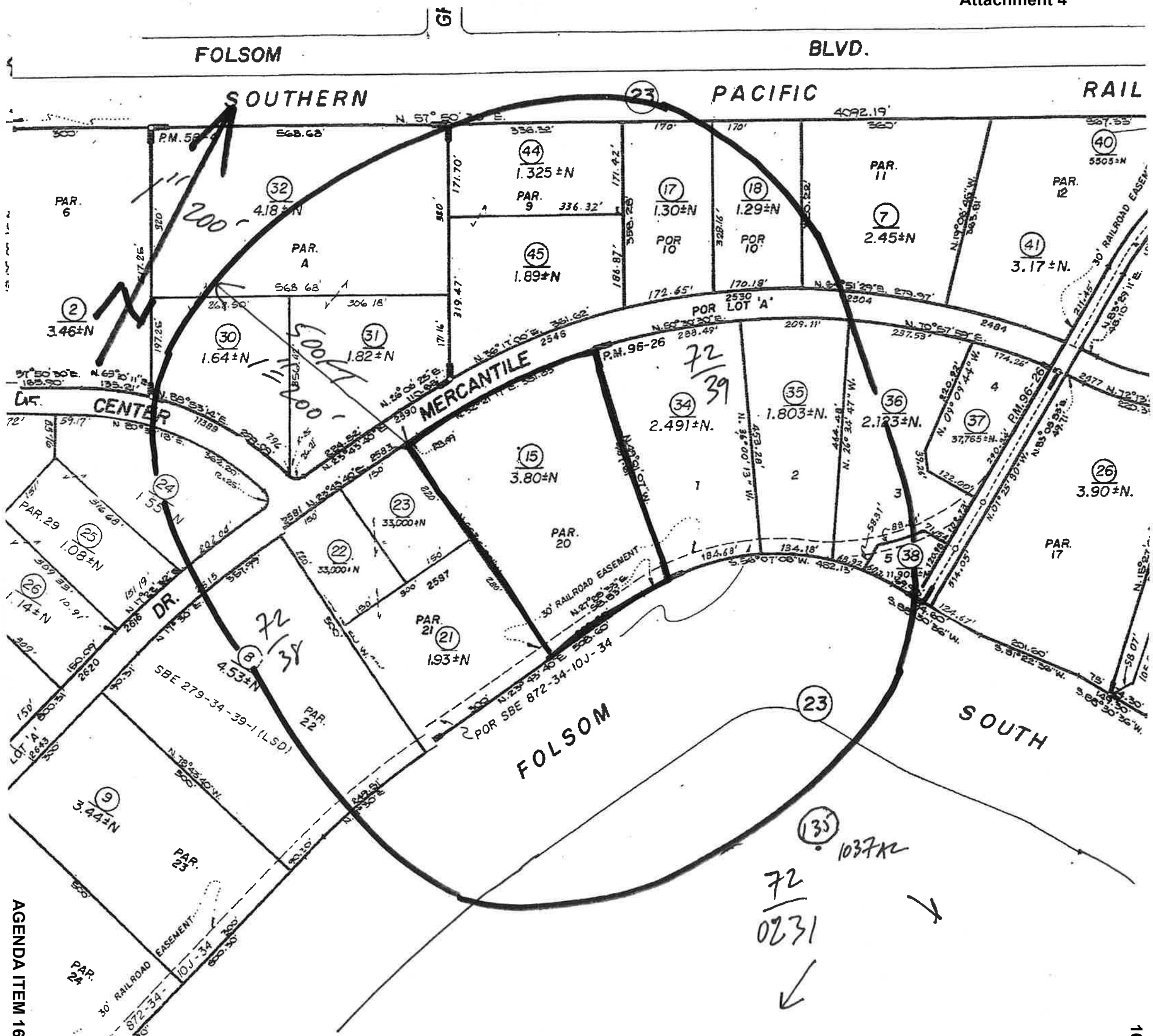
11211 Point East Drive
Rancho Cordova, CA 95742
916-638-1100

Folson Blvt. - -

HTNOS

AGENDA ITEM 16.1





072-0390-015-0000
DRAKE ENTERPRISES INC
490 WATT AVE
FAIRFIELD CA 94585

072-0231-022-0000
UNITED STATES OF AMERICA
PO BOX 3530
RANCHO CORDOVA CA 95741

072-0231-135-0000
AEROJET GENERAL CORPORATION
PO BOX 13222
SACRAMENTO CA 95813

072-0350-011-0000
TRANSPORTATION CORR JOINT
POWERS AUTHO SAC-PLCRVLE
PO BOX 2110
SACRAMENTO CA 95812

072-0380-008-0000
WILMA C THOMAS TRUST
176 MCNEAR DR
SAN RAFAEL CA 94901

072-0380-008-0000
OCCUPANT
2615 MERCANTILE DR
RANCHO CORDOVA CA 95742

072-0380-024-0000
MURRAY FAMILY LIVING TRUST
6730 LAKEVIEW DR
CARMICHAEL CA 95608

072-0380-024-0000
OCCUPANT
11370 TRADE CENTER DR
RANCHO CORDOVA CA 95742

072-0380-025-0000
ADEMA TECHNOLOGIES INC
401 NATIONAL AVE
MOUNTAIN VIEW CA 94043

072-0380-025-0000
OCCUPANT
2616 MERCANTILE DR
RANCHO CORDOVA CA 95742

072-0390-007-0000
HABRA & MASTERS
2504 MERCANTILE DR
RANCHO CORDOVA CA 95742

072-0390-017-0000
TRADE CENTER EIGHT LP
PO BOX 1188
ROSEVILLE CA 95678

072-0390-017-0000
OCCUPANT
2538 MERCANTILE DR #A
RANCHO CORDOVA CA 95742

072-0390-017-0000
OCCUPANT
2538 MERCANTILE DR #B
RANCHO CORDOVA CA 95742

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OCCUPANT
2538 MERCANTILE DR #C
RANCHO CORDOVA CA 95742

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OCCUPANT
2538 MERCANTILE DR #D
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OCCUPANT
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2538 MERCANTILE DR #L
RANCHO CORDOVA CA 95742

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H HARRY & MARIANNE L
MUEGGENBURG 1997 LIVING TRUST
3525 BLUFF CT
CARMICHAEL CA 95608

072-0390-018-0000
OCCUPANT
2530 MERCANTILE DR #A
RANCHO CORDOVA CA 95742

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OCCUPANT
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OTIS W & CAROL M MENASCO
5870 VALLE VISTA CT
GRANITE BAY CA 95746

072-0390-021-0000
OCCUPANT
2587 MERCANTILE DR
RANCHO CORDOVA CA 95742

072-0390-022-0000
JED R PARKER
10410 BOOM RUN
NEWCASTLE CA 95658

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OCCUPANT
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RANCHO CORDOVA CA 95742

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OTIS W & CAROL M MENASCO
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GRANITE BAY CA 95746

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OCCUPANT
2583 MERCANTILE DR
RANCHO CORDOVA CA 95742

072-0390-028-0000
SOUTHERN PACIFIC
TRANSPORATION CO
1400 DOUGLAS ST #1640
OMAHA NE 68179

072-0390-030-0000
KENNETH & REBECA ROLFF
11389 TRADE CENTER DR
RANCHO CORDOVA CA 95742

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OCCUPANT
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RANCHO CORDOVA CA 95742

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11639 MELONES CIR
GOLD RIVER CA 95670

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OCCUPANT
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RANCHO CORDOVA CA 95742

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FJM SUNRISE ASSOCIATES LLC
11230 GOLD EXPRESS DR
GOLD RIVER CA 95670

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GOLD RIVER CA 95670

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GILBERT W STROPPINI
2546 MERCANTILE DR
RANCHO CORDOVA CA 95742

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2546 MERCANTILE DR #A
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072-0390-045-0000
DALMARK ENTERPRISES LLC
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RANCHO CORDOVA CA 95742

DD-7735 Rancho Cordova Event Center Multi-Sport Facility

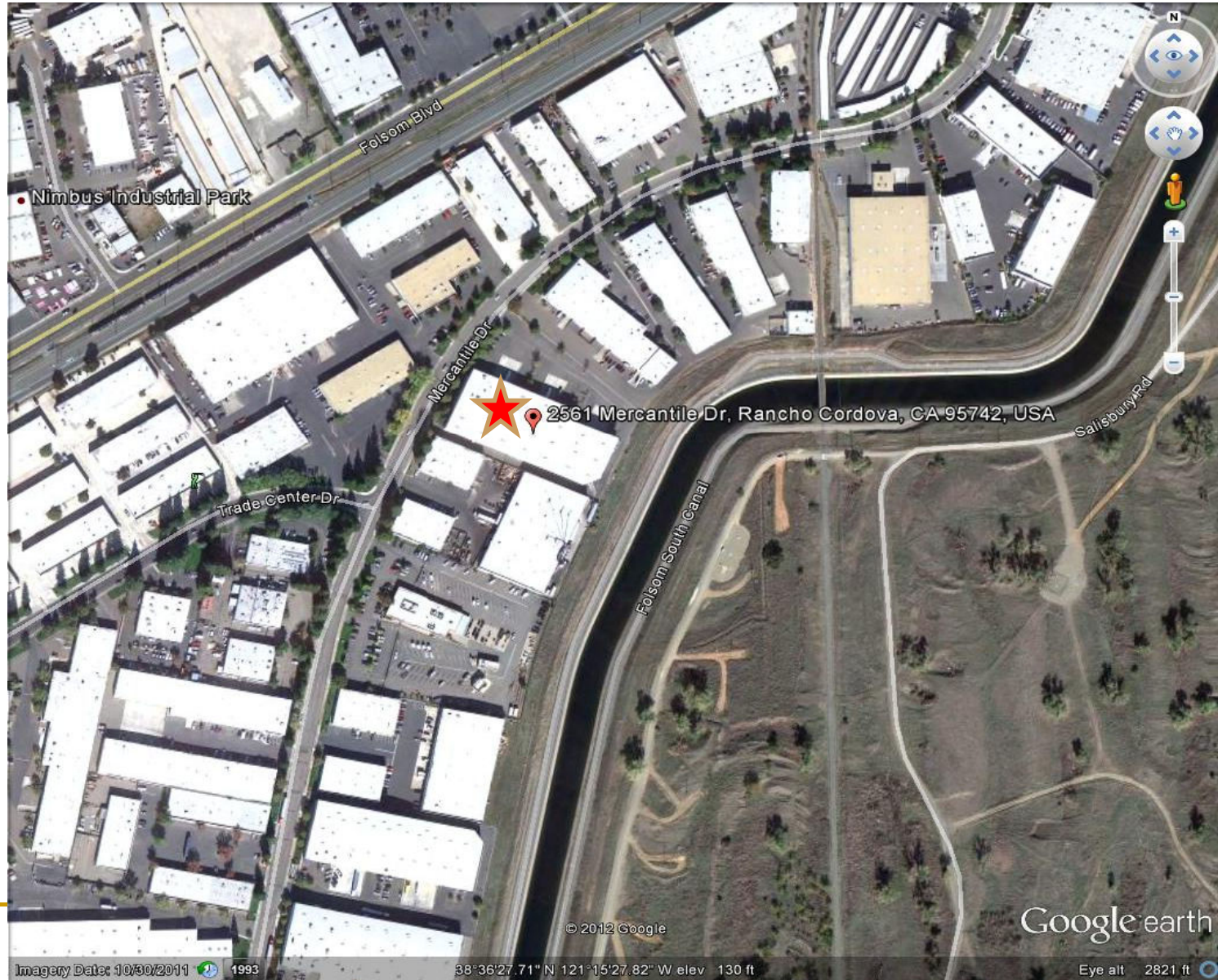
Rancho Cordova City Council
William Campbell, Project Planner
February 19, 2013



Project Request

- Rancho Cordova Event Center (RCEC) filed an application for an Administrative Use Permit for the indoor multi-sport facility in the Light Industrial Zone and a Variance to exceed the maximum distance for off-site parking and deferring the parking lot shade tree planting requirement, as established in the Rancho Cordova Zoning Code.

Site Location



Administrative Use Permit

- The multi-sport facility is an administratively allowed use in the light industrial zone.
- This permit would normally be processed by staff, however due to the need of City Council approval for the parking and site development Variance, the whole package should be heard by the City Council.
- This use will be exclusively indoors, with no exterior modifications to the building or activity to be conducted outside; therefore, the conditions for this project are mainly code related.
- Staff recommends approval of the Use Permit, subject to the conditions of approval.

Variances

- Tournament play will exceed the on-site parking capacity and the multi-sport facility will need to provide off-site facilities.
- Unfortunately, the available parking facilities that RCEC could secure were greater than 1000 feet from the complex, as specified in Section 23.719.100 A.
- Parking lot leaseholds will need to be secured by RCEC prior to the issuance of building permits to accommodate the excess parking need.
- Increasing the parking lot shading would reduce the total amount of on-site parking that can be provided, landscape should be deferred.
- Staff recommends approval of the two variance requests.

Recommended Motion

- Adopt Resolution 1-2013, including the site plan (**Exhibit A**), and subject to the Conditions of Approval (**Exhibit B**).

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

**SUBJECT: BLUE FRONT RECYCLING COMPANY CONDITIONAL USE PERMIT;
PROJECT NO. DD7684 – LOCATED AT 10971 OLSON DRIVE**



PROPERTY OWNER: Koreana Plaza Mr. Byang Joo Yu 10971 Olson Drive Rancho Cordova, CA 95670	APPLICANT/DEVELOPER: Blue Front Recycling Company Mr. Ivan J Silva Mota 7697 Center Parkway Sacramento, CA 95823
--	---

PROJECT: Blue Front Recycling Company – Conditional Use Permit FILE: DD7684 LOCATION: 10971 Olson Drive APN: 072-0280-099 PLANNER: William Campbell
--

RECOMMENDATION

Adopt Resolution No. 18-2013

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will allow the installation and operation of an 8'x20' container as a certified recycling center behind the Koreana Plaza Market. State law provides supermarkets and businesses that sell beverages in beverage containers within convenience zones the choice to either: 1) have a certified recycler within the zone; 2) provide for in-store redemption/recycling of empty beverage containers; or 3) pay one hundred dollars (\$100) per day to the State. Due to the overlapping and close proximity of convenience zones, adoption of this Resolution will satisfy the recycling requirement for the businesses within three convenience zones and avoid in-store redemption or the payment of the one hundred dollars (\$100) per day fee by the businesses. Blue Front Recycling Company will serve the three zones in this area, thus reducing the number of these operations in the Olson Drive/Folsom Boulevard area.

LOCATION

The subject property is shown in the aerial photo in Figure 2. The property is designated Commercial Mixed Use (CMU) in the Folsom Boulevard Specific Plan (FBSP). The shopping center recently underwent an extensive remodel to the buildings and major expansion of the Koreana International Market.

BACKGROUND

The City received a Conditional Use Permit application from Blue Front Recycling to install and operate an 8'x20' container as a certified recycling center in the Koreana Plaza Market's parking lot. Staff successfully worked with the applicant to modify the location of the proposed recycling container to the alley behind the shopping center. The application was supported by Koreana Market in response to a letter received by the State advising them of their recycling requirement and options, attached hereto as **Attachment 2**.

State law, through the Department of Resources Recycling and Recovery ("Department"), requires all businesses within a "convenience zone" that offer the sale of California Refund Value (CRV) beverage containers to provide recycling. A convenience zone is defined as the area within a one-half mile radius of a supermarket, or an area designated by the Department.ⁱ Supermarkets and businesses within the convenience zone can satisfy their recycling requirement by: 1) being located in a convenience zone that has at least one certified recycling center; 2) providing in-store redemption/recycling; or 3) paying one hundred dollars (\$100) per day to the Department until either option 1 or 2 is met.ⁱⁱ Currently, the businesses in these locations have received a notice from the Department providing them a timeline for compliance with one of the options.

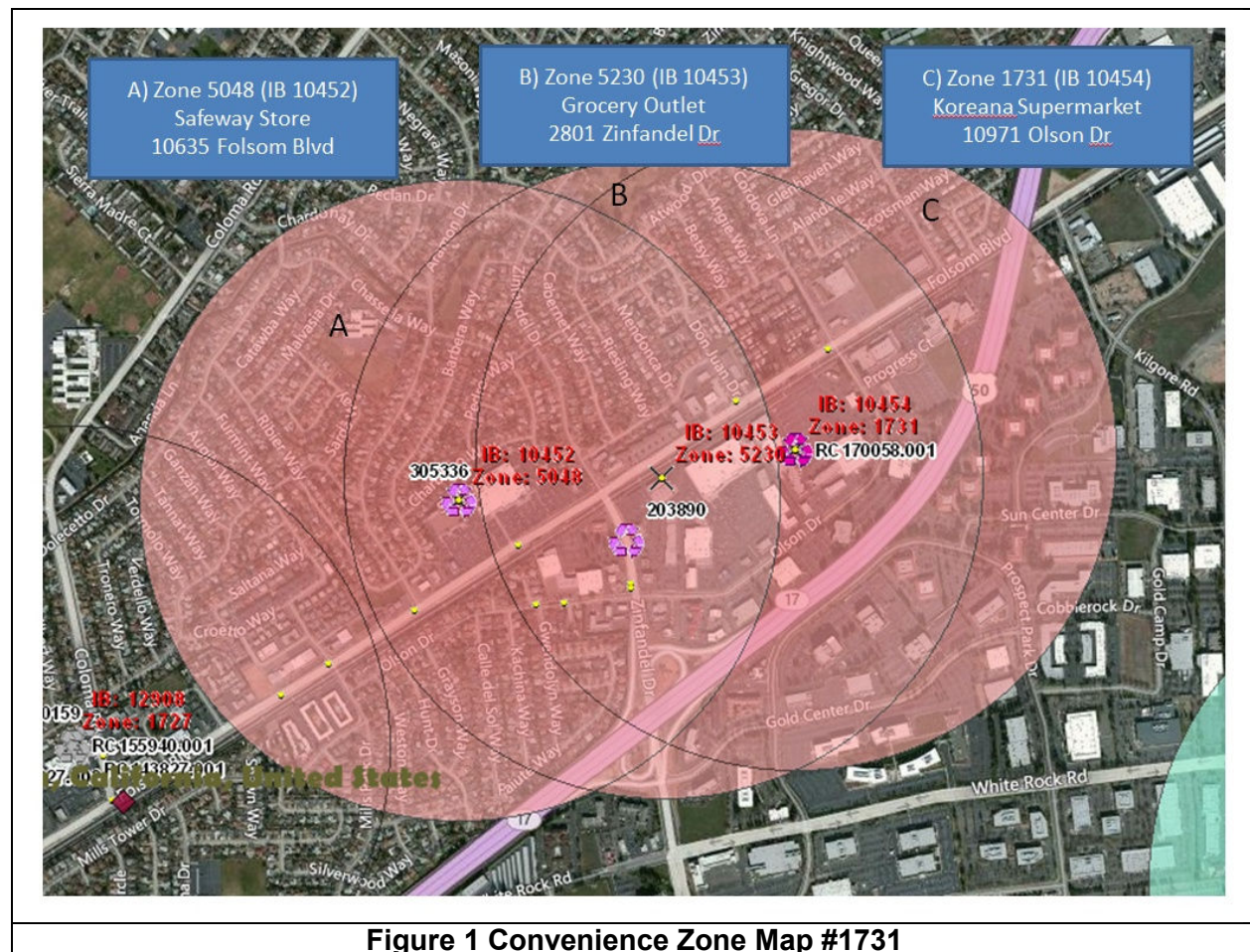
The California Public Resources Code requires that there be at least one certified recycling center or location within every convenience zone to avoid in-store redemption or the payment of a fee by the businesses, however, the law does allow one recycling center to serve overlapping convenience zones. Figure 1 graphically depicts the three convenience zones in the area around the Koreana Market, which Blue Front Recycling Company is proposing to establish. There are currently no recycling centers serving the three zones shown in the Figure.

Staff's objective in working with the applicant and the Department was to find a location that would overlap with as many convenience zones as possible. Staff verified with the Department that this location would satisfy the recycling requirement for the zones around Safeway, Grocery Outlet and Koreana Market. Even though this location would be slightly outside of convenience zone 5048, the Department is willing to grant an exemption to this zone in order to have one center serve all three zones.

Blue Front Recycling Company's establishment would help the businesses in these zones meet their requirement without having to do in-store redemptions or paying a fee. Staff believes it would also be advantageous for this single location to serve the three zones in order to reduce the number of recycling facilities in the area.

The City Council has options regarding the location of recycling centers. The Council can: 1) decide to approve the Resolution which would allow Blue Front Recycling Company to establish a container behind the Koreana Market Plaza and serve as the recycler for the three zones identified in Figure 1; 2) decide that the location is not ideal and direct staff to work with the

applicant to determine if other locations are available in time to avoid the businesses in these zones having to do in-store redemption or pay a fee; or 3) decide that these types of businesses are not appropriate in these zones and that it is preferable to have the businesses either do in-store redemption/recycling or pay a fee to the State. If the Resolution is not adopted and no alternative location can be found in the timeframe given by the Department, businesses such as Safeway, Grocery Outlet and Koreana Market will be required to either handle their recycling obligations within the businesses or pay the Department one hundred dollars (\$100) per day until a recycling facility is established.



REQUIRED APPROVAL

Conditional Use Permit

Blue Front Recycling Company's application proposes to establish a recycling collection center behind the Koreana International Market, which is located at 10971 Olson Drive. The property is designated CMU in the Folsom Boulevard Specific Pan and requires a Conditional Use Permit (CUP) to collect and recycle materials. In order for a CUP to be granted, a project must meet the required findings in Zoning Code section 23.134.030. A draft resolution has been prepared that acknowledges the required findings and provides evidence to support the project, as follows:

- 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 City Council finds that the proposed site along the drive access corridor of the store is adequately wide enough to accommodate the placement of the collection module and accommodate emergency vehicles and large vehicles. The container can be painted to match the existing building to integrate into the area. The container will not contribute noise, vibration, exhaust/emissions, light, glare, erosion, odor, or dust by its operation upon the area. This finding can be met.

- B. **Finding:** *Any 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: The City Council finds that any negative impacts of the proposed recycling center have been reduced to a less than significant level by the placement of the facility, stipulating that the recycling center cannot distribute cash and through the application of Code standards and the attached Conditions of Approval. This finding can be met.

- C. **Finding:** *All required public facilities have adequate capacity to serve the proposal.*

Evidence: The City Council finds that the storage container does not require public facilities, other than electrical. The container is not a permanent structure; therefore utility hook-ups will not be required to serve the structure. This finding has been met.

- D. **Finding:** *The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.*

Evidence: The City Council finds the placement of the storage container will not have a negative impact on the surrounding commercial area. The container will be painted a color to match the Koreana Plaza building and will be located on the site that is not obvious to the public, but can be served by the existing service alley for the store. This finding has been met.

- 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.*

Evidence: There are no non-conforming structures or uses in the project area; therefore this finding does not apply.

As discussed above, the initial proposal was to locate the recycle operation in the front of Koreana Plaza store, in the parking lot closest to the light rail corridor. Based upon prior City issues with recycling facilities, staff anticipated that the City Council would prefer locations for these facilities that are 1) not highly visible to shopping customers and the public, and 2) where there would be minimal interaction between shoppers and recyclers. Staff felt that the original proposal defeated the significant effort by the owner to architecturally improve the center. It was also close and viewable from Folsom Boulevard, and in close proximity to the light rail station at Olson Drive. The applicant and staff worked to find another location on Koreana Plaza's parcel that would better meet staff's concerns. Blue Front proposed the new location behind the Koreana Plaza store, within the stores service corridor and loading dock area.

The City Council may wish to discuss their preference of whether it is better that recyclers should be in less visible locations, or if enforcement, safety or access concerns would favor more prominent visible sites such as parking lots.

After careful review, and in consultation with the State Department of Resources Recycling and Recovery, staff selected the new proposed location as the best consolidated option for Koreana Market and the other two convenience zones (5048 and 5230). The new location was agreed to by Koreana Plaza. It fits within the general parameters for a consolidated site by the Department and met the concerns of staff by reducing its view from the public rights of way, specifically from Folsom Boulevard, and placing it towards the rear of the store. Figures 2 and 3 indicates the exact location of the proposed recycling facility and provides an image of the container to be used.



Staff was also concerned about the possible trash associated with this type of business. To address this, both the Municipal Code and the proposed Conditions of Approval require the operator to be responsible for keeping the immediate area of the collection container clean and free of trash and off-site shopping carts. A set of Conditions of Approval has been prepared for

this use that is part of the approval package in the Resolution that will regulate the hours of operation, property maintenance, directional signing, etc.

The Police Department will provide their comments and concerns regarding this application at the public hearing.



Figure 3 Approximate Bin Location and Container Elevation

Alternative Locations

In regards to alternative locations, staff again would refer to Figure 1 above that shows the boundaries of convenience zones A, B and C and the area of overlap. The Department confirmed a consolidated approach for the three zones would be best served by a location within the overlap area. Alternative locations could be found based on the Council direction that recyclers should be more or less visible to the public, however, this would require the applicant to enter into an agreement with the new property owner. The only agreement the applicant has to date is for the Koreana site.

Should the City Council decide that the Koreana Plaza location is not an appropriate and adequate site for a recycling facility, it should give staff direction to: 1) continue this item and allow staff to work with Blue Front Recycling Company on an alternate site, and 2) after the Council has reviewed the required findings and addressed facts and information that cannot support the findings, instruct staff to prepare a resolution and findings of denial for this Conditional Use Permit application for consideration at the next City Council meeting.

LAND USE ANALYSIS

General Plan

The General Plan includes the subject site in the Folsom Boulevard Planning Area (FBPA). The FBPA designation envisions a mix of residential, office, and commercial uses, including retail establishments. Specific uses, such as required recycling facilities, were not expressly prohibited by the General Plan. These uses are generally incidental to the primary use, whether inside or outside of the business.

Specific Plan/Zoning

The subject property is designated CMU in the Folsom Boulevard Specific Pan. A Conditional Use Permit is required to collect and recycle materials. No other entitlements are required for the container to be used to temporarily store the collected materials, until they are transferred to a large collection facility. The storage container is not a permanent structure, therefore it would not require design review or building permits.

FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this development.

RECOMMENDED MOTION

Move the City Council adopt Resolution No. 18-2013 to approve the Conditional Use Permit for the collection of recyclable materials at Koreana Plaza, consistent with the State's requirement for a certified recycling center in the location shown in **Exhibit A** and subject to the Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution No. ____-2013, including the Site Plan (**Exhibit A**) and Conditions of Approval (**Exhibit B**)
2. Department of Resources – First Notice, dated September 18, 2012 and email (2A)
3. Blue Front Project Description
4. 500' Radius Map and Labels.

ⁱ California Public Resources Code section 14509.4.

ⁱⁱ California Public Resources Code sections 14571 and 14571.6.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 18-2013

**A RESOLUTION OF THE CITY COUNCIL APPROVING A
USE PERMIT FOR A STATE CERTIFIED RECYCLING CENTER
IN THE KOREANA PLAZA SHOPPING CENTER, PROJECT NO. DD7684**

WHEREAS, Blue Front Recycling Company (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Conditional Use Permit to operate a recycling center within the Koreana Plaza Shopping Center. The project is located at 10971 Olson Drive. (Assessor's Parcel Number: 072-0280-0); 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, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine that the project site is exempt from the California Environmental Quality Act under Section 15061(b)(3), it has been determined that the project would not have a significant effect on the environment.
2. Approve the Conditional Use Permit, subject to the Site Plan (see **Exhibit A**) and the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.134.030;
 - 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 City Council finds that the proposed site along the drive access corridor of the store is adequately wide enough to accommodate the placement of the collection module and accommodate emergency vehicles and large vehicles. The container can be painted to match the existing building to integrate into the area. The container will not contribute noise, vibration, exhaust/emissions, light, glare, erosion, odor, or dust by its operation upon the area. This finding can be met.
 - B. *Finding: Any 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: The City Council finds that any negative impacts of the proposed recycling center have been reduced to a less than significant level by the placement of the facility, stipulating the recycling center cannot distribute cash and through the application of Code standards and the attached Conditions of Approval. This finding can be met.

ATTACHMENT 1

- C. *Finding: All required public facilities have adequate capacity to serve the proposal.* Evidence: The City Council finds that the storage container does not require public facilities, other than electrical. The container is not a permanent structure; therefore utility hook-ups will not be required to serve the structure. This finding has been met.
- D. *Finding: The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.* Evidence: The City Council finds the placement of the storage container will not have a negative impact on the surrounding commercial area. The container will be painted a color to match the Koreana Plaza building and will be located on the site that is not obvious to the public, but can be served by the existing service alley for the store. This finding has been met.
- 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.* Evidence: There are no non-conforming structures or uses in the project area; therefore this finding does not apply.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

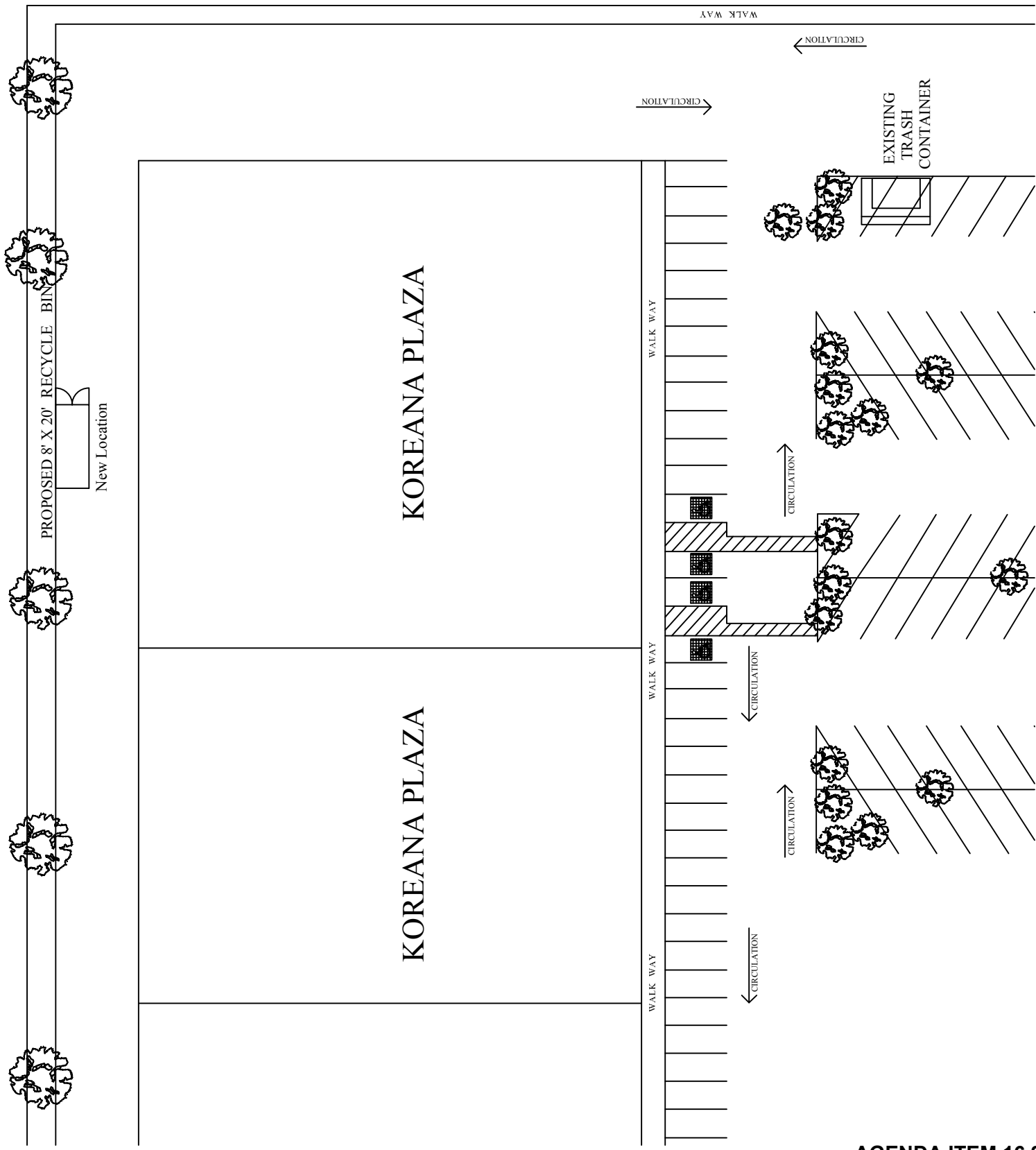
ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

FOLSOM BLVD.



Conditions of Approval - Draft

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	This approval will permit Blue Front Recycle Company to operate a staffed recycling center in convenience zone #1731, in accordance with the state's Recycling laws. This center will also serve convenience zones 5048 and 5230, as established by the Department of Resources Recycling and Recovery. This Use Permit is valid for the time the recycle operation is located at the present site, no relocation is permitted without obtaining a new use permit.	PLANNING	
2.	The approval of this Use Permit for a State certified location for the return of empty beverage containers for the California Refund Value, and subject to the following provisions: • No cash will be distributed for the collected materials at the time of delivery, a voucher will be generated for redemption within the store. • The immediate site will be kept clear of trash, shopping carts and debris at all times by the attendant, during business hours. • The operational hours shall be limited to the hours of 9:00AM to 5:00PM Monday thru Saturday. • No portable signs, pennants, flags, balloons or other temporary signs shall be used to advertise the business, except for directional signs to assist in finding the storage container, only after obtaining approval by the Planning Director.	PLANNING	
3.	In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	PLANNING	
4.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	PLANNING	

Conditions of Approval - Draft

5.	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.	ON-GOING	PLANNING	
6.	The 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@cityoffranchocordova.org for the status of your account with the City.	ON-GOING	FINANCE	
	Prior to Building Permit Issuance			
7.	The Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Building Permit Review and Building Permit Issuance. For account status, please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	PRIOR TO BUILDING PERMIT SUBMITTAL	FINANCE	
8.	Blue Front Recycling Company shall obtain any and all permits necessary to operate the recycling center from the Building Department, prior to the beginning of operation.	PRIOR TO PERMIT ISSUANCE	BUILDING	
	Prior to Occupancy			
9.	The recycle container location and its surrounding shall be reviewed and approved by the Planning Director, consistent with the approved site plan.	PRIOR TO OCCUPANCY OR BEGINNING OF OPERATION	PLANNING	



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

801 K STREET, MS 19-01, SACRAMENTO, CALIFORNIA 95814 • (916) 322-0195 • WWW.CALRECYCLE.CA.GOV

September 18, 2012

DealerID: DL23811

Store Manager

Koreana Plaza Super Market

10971 Olson Dr

Rancho Cordova, CA 95670

**FIRST NOTICE:
REQUIREMENTS TO ENSURE RECYCLING CONVENIENCE**

Dear Store Manager:

The Department of Resources Recycling and Recovery (DRRR), CalRecycle, administers California's beverage container recycling law. This law is designed to provide people with convenient locations to return their empty beverage containers for the California Refund Value (CRV). As a retail store that sells beverages, you share the responsibility for providing this convenience.

How Does This Affect You?

Your store has been identified as a beverage *dealer* that is located within a *convenience zone* that does not contain a certified recycling center.

- A *dealer* is a retail establishment that offers the sale of CRV beverages to consumers for off-site consumption. Examples of dealers include, but are not limited to, supermarkets, community markets, gas marts, convenience stores, liquor stores, membership bulk stores and health food stores.
- A *convenience zone* is the area within a one-half mile radius of a supermarket. Your store is located in convenience zone #1731, which is created by Koreana Plaza Super Market, 10971 Olson Dr, Rancho Cordova.

This means that people who shop in your area do not have a convenient location to return their beverage containers for CRV.

ATTACHMENT 2A

From: Simmons, Walt [mailto:Walt.Simmons@CalRecycle.ca.gov]
Sent: Thursday, February 07, 2013 3:40 PM
To: Bill Campbell
Subject: RE: Blue Front Recycling RC 170058.01

Hi Bill,

Since there three very closely spaced convenience zones in the Folsom Blvd./Zinfandel Dr. area, we believe there is not a need for more than one recycling center to effectively served these zones. Once a recycling center becomes operational, the requirement for beverage dealers to offer in-store redemption will cease. CalRecycle maintains neutrality with privately owned recycling centers, so we defer to the city as to which of the two pending recycling centers will get the green light to become operational.

Please let me know if you have any other questions.

Walt

Walt Simmons
Supervisor
CalRecycle/Convenience Zone Unit
walt.simmons@calrecycle.ca.gov
(916) 445-5916

**Description:**

We will place a storage unit 20' long, 8' in width and 8' tall which shall be used as a small recycling facility. Provided are site plans with the proposed location of the unit, however, we are open to any, and all, suggestions on the size, color, and location of the above mentioned storage unit.

As a recycling center, we would collect, from the public, certain types of beverage containers made from Aluminum, Glass, and Plastic (#1-7) such as sodas, water, beer, and juice. All containers must be labeled with California Refund Value (CRV). We do not accept any scrap metal, cardboard, or anything other than Aluminum, Glass, and Plastic (#1-7) due to the fact that they do not have the CRV labeling.

Once approved, our recycling center will be open Monday thru Saturday from 9am to 5pm and would be attended by a well-trained employee at all times while open. Our employee would be responsible for helping customers unload their CRV material into our bins, weighing all material using a scale that is certified and inspected regularly by the Department of Weights and Measurements, filling out all necessary paperwork (such as the Daily Log which summarizes how much material we have bought that day), and paying customers using vouchers which they can promptly redeem at any cashier inside the store.

Also, in conjunction with the host business, we will keep the area clean of any spills, trash, dirt, or any other nuisance at all times.

We will keep all the materials inside the storage unit and would empty it on a daily basis.

We strive to exceed your standards and expectations by:

- Using low profile, low noise non-electrical equipment.
- Keeping the storage unit and the surrounding areas very clean and well maintained.
- Keeping our activities inside the container to increase customer parking.
- Having well trained, kind, employees on the premises at all hours of operation.

Some benefits of having a recycling center are:

- ✓ We fulfill the State mandate of having a recycling service for the nearby supermarket and other businesses in the shopping center.
- ✓ We help reduce the cost of garbage collection for residences and businesses.
- ✓ We are a great and convenient avenue for citizens to reclaim the money they have paid into the California Redemption Fund (CRV) when they purchased beverages
- ✓ Our presence helps create community awareness of energy and resource conservation.
- ✓ We actively help the environment while putting some extra money into the pockets of ordinary, hardworking Americans.

We truly look forward to being able to better serve the community through our joint efforts in recycling!



Please select a Parcel Number below to view on the map

Parcel Number	Address	City/Zip	Owner	Owner Address	Owner City/Zip	Landuse
05702930010000	10801 FOLSOM BL	RANCHO CORDOVA, CA 95670	SAC ONE	916 SILVER SPUR RD 210	ROLLING HILLS CA 90274	BFC00A
05702930040000	2771 DON JUAN DR	RANCHO CORDOVA, CA 95670	2771 DON JUAN DR LLC	PO BOX 880	WEST SACRAMENT CA 95691	BAB00A
05702930050000	2781 DON JUAN DR	RANCHO CORDOVA, CA 95670	SANDHU GURVINDER/MAKHAN SINGH	5 DEFER CIR	SACRAMENTO CA 95823	BAB00A
05702940040000	10751 FOLSOM BL	RANCHO CORDOVA, CA 95670	CONRAD ETHAN	1300 NATIONAL DR STE 100	SACRAMENTO CA 95834	BFC00A
05702940060000	10755 FOLSOM BL	RANCHO CORDOVA, CA 95670	JERNIGAN FAMILY LIVING TRUST	2525 E EL SEGUNDO BL 318	EL SEGUNDO CA 90245	BDC00A
05702940070000	10791 FOLSOM BL	RANCHO CORDOVA, CA 95670	AUTOZONE INC	PO BOX 2198	MEMPHIS TN 38101	BAA0CA
05800340080000	10833 FOLSOM BL	RANCHO CORDOVA, CA 95670	CRESS WILLIAMSON REV TR/ETAL (ZINFANDEL RANCH)	425 UNIVERSITY AVE 220	SACRAMENTO CA 95825	AE174A
05800340090000	10847 FOLSOM BL	RANCHO CORDOVA, CA 95670	SUNG IN JE/OK HEE	7955 CARMENCITA AV	SACRAMENTO CA 95829	BAC0BA
05802910030000	10853 FOLSOM BL	RANCHO CORDOVA, CA 95670	KWONG FAMILY TRUST/IRENE KWONG/BRYAN	839 SHORE BREEZE DR	SACRAMENTO CA 95831	BEB00A
05802910040000	10849 FOLSOM BL	RANCHO CORDOVA, CA 95670	KOGOS FAMILY TRUST	6003 HELVA LN	CARMICHAEL CA 95608	BFC00A
07202500080000	0 FOLSOM BL	RANCHO CORDOVA, CA 95670	SAC-PLCRVLE TRANSPORTATION CORR JOINT POWERS AUTHO	PO BOX 2110	SACRAMENTO CA 95812	WHCC0A
07202500100000	0 PROGRESS CT	RANCHO CORDOVA, CA 95670	UNITED STATES POSTAL SERVICE	850 CHERRY AV	SAN BRUNO CA 94066	IBEAEE
07202500110000	0 PROGRESS CT	RANCHO CORDOVA, CA 95670	UNITED STATES POSTAL SERVICE	850 CHERRY AV	SAN BRUNO CA 94066	IBEAEE
07202500120000	0 PROGRESS CT	RANCHO CORDOVA, CA 95670	UNITED STATES POSTAL SERVICE	850 CHERRY AV	SAN BRUNO CA 94066	IBEAEE
07202500180000	11088 OLSON DR	RANCHO CORDOVA, CA 95670	BETH BURGER SURVIVORS TRUST/ETAL	7450 OLIVETAS AV 482	LA JOLLA CA 92037	BAB00A
07202500260000	10933 PROGRESS CT	RANCHO CORDOVA, CA 95670	FIRST COVENANT CHURCH OF SACRAMENTO	10933 PROGRESS CT	RANCHO CORDOVA CA 95670	EEA00A
07202800050000	0 FOLSOM BL	RANCHO CORDOVA, CA 95670	SOUTHERN PACIFIC TRANSPORTATION	1400 DOUGLAS ST 1640	OMAHA NE 68179	WHCC0A
07202800060000	0 FOLSOM BL	RANCHO CORDOVA, CA 95670	SAC-PLCRVLE TRANSPORTATION CORR JOINT POWERS AUTHO	PO BOX 2110	SACRAMENTO CA 95812	WHCC0A
07202800210000	10943 OLSON DR	RANCHO CORDOVA, CA 95670	DAVID HANSON/JILL BEAMS REVOCABLE TRUST	114 ASHCAT WY	FOLSOM CA 95630	CGA00A
07202800220000	11015 OLSON DR	RANCHO CORDOVA, CA 95670	Z SQUARE ASSOCIATES LLC	10112 FAIR OAKS BL 3	FAIR OAKS CA 95628	BEB00A
07202800230000	11009 OLSON DR	RANCHO CORDOVA, CA 95670	KOREANA DEVELOPMENT ASSOCIATES LLC	2370 TELEGRAPH	OAKLAND CA 94612	BEC00A

		CA 95670		AV		
07202800240000	11051 OLSON DR	RANCHO CORDOVA, CA 95670	COLE KO RANCHO CORDOVA CA LIMITED PARTNERSHIP	PO BOX 2148	MILWAUKEE WI 53201	BDD00A
07202800250000	11099 OLSON DR	RANCHO CORDOVA, CA 95670	GEORGE/BETTY NGIM FAMILY TRUST	3140 GOLD CAMP DR 150	RANCHO CORDOVA CA 95670	BBB00A
07202800260000	11111 OLSON DR	RANCHO CORDOVA, CA 95670	FIRSTAR BANK	2800 E LAKE ST	MINNEAPOLIS MN 55406	CDA00A
07202800310000	11050 OLSON DR	RANCHO CORDOVA, CA 95670	ZINFANDEL PLAZA	PO BOX 255588	SACRAMENTO CA 95865	CAB00A
07202800530000	10910 OLSON DR	RANCHO CORDOVA, CA 95670	GARDENVIEW ESTATES VENTURE L P	9500 SW BARBUR BL 300	PORTLAND OR 97219	BBB00A
07202800800000	0 OLSON DR	RANCHO CORDOVA, CA 95670	ZINFANDEL PLAZA III	PO BOX 255588	SACRAMENTO CA 95865	MSMALA
07202800810000	11000 OLSON DR	RANCHO CORDOVA, CA 95670	ZINFANDEL PLAZA III	PO BOX 255588	SACRAMENTO CA 95865	CAB00A
07202800850000	10907 OLSON DR	RANCHO CORDOVA, CA 95670	PACIFIC CASTLE RANCHO CORDOVA LLC	2601 MAIN ST 900	IRVINE CA 92614	BEB00A
07202800860000	10921 OLSON DR	RANCHO CORDOVA, CA 95670	PACIFIC CASTLE RANCHO CORDOVA LLC	2601 MAIN ST 900	IRVINE CA 92614	BEB00A
07202800870000	10913 OLSON DR	RANCHO CORDOVA, CA 95670	PACIFIC CASTLE RANCHO CORDOVA LLC	2601 MAIN ST 900	IRVINE CA 92614	BEB00A
07202800880000	10893 OLSON DR	RANCHO CORDOVA, CA 95670	PACIFIC CASTLE RANCHO CORDOVA LLC	2601 MAIN ST 900	IRVINE CA 92614	BEB00A
07202800930000	10881 OLSON DR	RANCHO CORDOVA, CA 95670	TARGET CORP	1000 NICOLLET MALL	MINNEAPOLIS MN 55403	BDC002
07202800970000	10881 OLSON DR	RANCHO CORDOVA, CA 95670	TARGET CORPORATION	PO BOX 9456	MINNEAPOLIS MN 55440	BDC002
07202800990000	10971 OLSON DR	RANCHO CORDOVA, CA 95670	KOREANA DEVELOPMENT ASSOCIATES LLC	2370 TELEGRAPH AV	OAKLAND CA 94612	BEC00A

APN 057-0293-001-0000 **C010

ONE SAC
10801 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 057-0294-004-0000 **C010

ETHAN CONRAD
10751 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 058-0034-008-0000 **C010

CRESS WILLIAMSON
10833 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 058-0291-004-0000 **C010

KOGOS FAMILY TRUST
10849 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 072-0250-011-0000
UNITED STATES POSTAL
SERVICE
PROGRESS CT
RANCHO CORDOVA CA 95670

APN 072-0250-026-0000 **C010
FIRST COVENANT CHURCH OF
SACRAMENTO
10933 PROGRESS CT
RANCHO CORDOVA CA 95670-

APN 072-0280-021-0000 **C010
DAVID HANSON & JILL BEAMS
REVOCABLE TRUST
10943 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-024-0000 **C010
COLE KO RANCHO CORDOVA
CA LIMITED PARTNERSHIP
11051 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-031-0000 **C010
PLAZA ZINFANDEL
11050 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-081-0000 **C010
PLAZA ZINFANDEL
11000 OLSON DR
RANCHO CORDOVA CA 95670

APN 057-0293-004-0000 **C010

2771 DON JUAN DR LLC
2771 DON JUAN DR
RANCHO CORDOVA CA 95670

APN 057-0294-006-0000 **C010
JERNIGAN FAMILY LIVING
TRUST
10755 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 058-0034-009-0000 **C010

OK HEE
10847 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 072-0250-008-0000
TRANSPORTATION CORR JOINT
POWERS AUTHO SAC-PLCRVLE
FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 072-0250-012-0000
UNITED STATES POSTAL
SERVICE
PROGRESS CT
RANCHO CORDOVA CA 95670

APN 072-0280-005-0000
SOUTHERN PACIFIC
TRANSPORTATION
FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 072-0280-022-0000 **C010
Z SQUARE ASSOCIATES LLC
11015 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-025-0000 **C010
GEORGE & BETTY NGIM FAMILY
TRUST
11099 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-053-0000 **C010
GARDENVIEW ESTATES
VENTURE L P
10910 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-085-0000 **C010
PACIFIC CASTLE RANCHO
CORDOVA LLC
10907 OLSON DR
RANCHO CORDOVA CA 95670

APN 057-0293-005-0000 **C010

MAKHAN SINGH
2781 DON JUAN DR
RANCHO CORDOVA CA 95670

APN 057-0294-007-0000 **C010

AUTOZONE INC
10791 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 058-0291-003-0000 **C010

KWONG FAMILY TRUST
10853 FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 072-0250-010-0000
UNITED STATES POSTAL
SERVICE
PROGRESS CT
RANCHO CORDOVA CA 95670

APN 072-0250-018-0000 **C010
BETH BURGER SURVIVORS
TRUST
11088 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-006-0000
TRANSPORTATION CORR JOINT
POWERS AUTHO SAC-PLCRVLE
FOLSOM BLVD
RANCHO CORDOVA CA 95670

APN 072-0280-023-0000 **C010
KOREANA DEVELOPMENT
ASSOCIATES LLC
11009 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-026-0000 **C010
FIRSTAR BANK
11111 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-080-0000
PLAZA ZINFANDEL
OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-086-0000 **C010
PACIFIC CASTLE RANCHO
CORDOVA LLC
10921 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-087-0000 **C010
PACIFIC CASTLE RANCHO
CORDOVA LLC
10913 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-097-0000 **C010
TARGET CORPORATION
10881 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-088-0000 **C010
PACIFIC CASTLE RANCHO
CORDOVA LLC
10893 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-099-0000 **C010
KOREANA DEVELOPMENT
ASSOCIATES LLC
10971 OLSON DR
RANCHO CORDOVA CA 95670

APN 072-0280-093-0000 **C010
TARGET CORP
10881 OLSON DR
RANCHO CORDOVA CA 95670

DD7684 – Blue Front Recycling Company

Rancho Cordova City Council
William Campbell, Project Planner
February 19, 2013



Project Request

- To allow the installation of a 8'x20' container that will provide a staffed recycling operation behind the Koreana Plaza Market, in order to meet the State's Department of Resources Recycling and Recovery beverage recycling law.
- Without these facilities, merchants will be required to handle their recycling obligation within the store or pay the state a fine.

Convenience Zones



City Council Direction

- Should recycling operations be allowed external to the stores in a consolidated center or the stores be required to provide internal recycling?
- Staff will need City Council direction in regards to the general location parameters- do these facilities belong in more visible or less visible locations from the public view?

Location Map



Bin Location and Elevations



Figure 3 Approximate Bin Location and Container Elevation

Operational Conditions

- The operation will collect recyclables (aluminum, glass and plastic) beverage containers that are labeled CRV
- The attendant will weigh the recyclable materials and generate a voucher for the value of the refund.
- No cash will be distributed from the collection of recycled materials.
- The attendant will be responsible for keeping the immediate area of the collection container clean and free of trash.
- This one facility would satisfy the needs of three convenience zones for the area.

Environmental Review

The project is Exempt under Section 15061(b)(3), of the California Environmental Quality Act Guidelines.

MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: ORDINANCE TO AMEND SECTION IV.E NONCONFORMING USES AND STRUCTURES OF THE FOLSOM BOULEVARD SPECIFIC PLAN



RECOMMENDATION

Introduce and waive first reading of Ordinance 6-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will amend the Section IV.E of the Folsom Boulevard Specific Plan. The amendment will allow for relocation of nonconforming uses when legally mandated by certain specific Government Code requirements.

BACKGROUND

In years past, as the City's Redevelopment Agency, the City has purchased property within the Folsom Boulevard Specific Plan area to facilitate catalyst projects and other improvements along the Boulevard. As required by redevelopment law, the City is under certain obligations with regards to property ownership, especially to existing tenants on said property when real estate transactions take place. One such obligation is to facilitate tenant relocation to a similarly advantaged location when a catalyst project or property sale would eliminate such a tenant. Completion of the City's sale of the property on Folsom Boulevard to the Los Rios Community College District is contingent on these relocation benefits. Such relocation may involve a tenant (or use) that is prohibited within the City's land use regulations were it to newly establish itself in a similarly advantaged location. When these land use regulations conflict with the State law, the legal requirements of State law would prevail. As such, the amendments proposed herein would serve to allow the City to comply with State regulations while maintaining some control via a Nonconforming Use Permit of the relocated tenant or use.

PROPOSED AMENDMENTS TO THE SPECIFIC PLAN

The proposed amendments to the Nonconforming Uses and Structures section serve to allow, subject to a Nonconforming Use Permit, relocation of a nonconforming use only in the circumstance of a legal requirement. Specifically, per Government Code Section 7260 *et. seq.*, the City Council, in acting as the former Redevelopment Agency, is required to relocate existing tenants when transferring ownership of property, when the intent of the new owner would be to eliminate the existing tenant. The proposed language is intended to strictly limit these types of tenant/use relocations. Additionally, findings to be made upon issuance of any Nonconforming Use Permit for this type of relocation are included in the amendment. These findings require the

proposed relocation to meet the specific requirements of Government Code Section 7260 *et. seq.* to not be allowed via an alternative permit within the Specific Plan, and to not be expanded or modified upon relocation. The City Council is the approving authority for the Nonconforming Use Permit and would have to affirm these findings, otherwise the permit would not be approved.

The entirety of the proposed amendments to the Nonconforming Uses and Structures section is included in **Attachment 1, Exhibit A.**

ENVIRONMENTAL DETERMINATION

The Rancho Cordova General Plan Final Environmental Impact Report (EIR) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168). Subsequently, the City adopted the Folsom Boulevard Specific Plan Mitigated Negative Declaration (MND) in July 2008 to address project specific impacts that were not fully addressed in the General Plan EIR. The proposed amendment to the Nonconforming Uses and Structures section of the Folsom Boulevard Specific Plan (FBSP) is an activity within the scope of the General Plan Program EIR and FBSP MND and no further environmental review is required. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines Section 15162.

First, the amendments are consistent with the General Plan, are limited in nature, and do not constitute substantial changes to the existing policies and actions in the General Plan. Overall, the proposed amendments would not cause a new significant impact or substantially increase the severity of a previously identified significant impact from the General Plan Final EIR or Folsom Boulevard Specific Plan MND that would require major revisions to the General Plan Final EIR or FBSP MND (State CEQA Guidelines Section 15162[a][1]). All impacts would be nearly equivalent to the impacts previously analyzed in the General Plan Final EIR and FBSP MND.

Second, the City is not aware of any substantial changes in the circumstances that would cause a new significant impact or substantially increase the severity of a previously identified significant impact requiring major revisions to the General Plan EIR or FBSP MND (State CEQA Guidelines Section 15162[a][2]). There have been no changes in the environmental conditions in the Folsom Boulevard Specific Plan area not previously contemplated and analyzed in the General Plan EIR and FBSP MND that would result in new or substantially more severe environmental impacts.

Third, there is no new information of substantial importance (which was not known or could not have been known at the time of the General Plan adoption in June 2006) that identifies: a new significant impact (condition "A" under State CEQA Guidelines Section 15162[a][3]); a substantial increase in the severity of a previously identified significant impact (condition "B" State CEQA Guidelines Section 15162[a][3]); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects of the General Plan; or mitigation measures or alternatives which are considerably different from those analyzed in the General Plan EIR or FBSP MND which would substantially reduce one or more significant effects on the environment (conditions "C" and "D" State CEQA Guidelines Section 15162[a][3]). None of the "new information" conditions listed in the State CEQA Guidelines Section 15162[a][3] are present in this case to trigger the need for a subsequent EIR.

Finally, all subsequent projects located in the Folsom Boulevard Specific Plan that request a Nonconforming Use Permit for relocation may be subject to additional environmental review. Therefore, no conditions have occurred that would require the preparation of a subsequent or supplemental EIR or MND and no further environmental review is necessary at this time.

ATTACHMENT

Ordinance No. 6-2013, including Amended Section IV of the FBSP with changes tracked
(Exhibit A)

CITY OF RANCHO CORDOVA

ORDINANCE NO. 6-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO
AMEND SECTION IV.E NONCONFORMING USES AND STRUCTURES OF THE
FOLSOM BOULEVARD SPECIFIC PLAN**

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

Section 1. Purpose and Declarations

WHEREAS, on November 6, 2006, the City of Rancho Cordova ("City") adopted Ordinance 57-2006, establishing the Folsom Boulevard Specific Plan ("FBSP"), amending the Zoning Code, and amending the Zoning Code map designations for the properties within the Sunrise Boulevard South Planning Area, the Downtown Planning Area and Convention Overlay District; and

WHEREAS, the certified Environmental Impact Report prepared for the previously adopted General Plan was found to adequately address all significant environmental impacts associated with the adoption of the FBSP, the Zoning Code amendment, and Zoning Code map amendment; therefore, no additional environmental review was necessary pursuant to California Environmental Quality Act ("CEQA") Guidelines 15183(a) and California Public Resources Code Section 21083.3; and

WHEREAS, on July 7, 2008, the City adopted amendments to the FBSP establishing more detailed development standards and implementation guidelines; and

WHEREAS, a Mitigated Negative Declaration (MND) for the 2008 FBSP Amendment was prepared and circulated, in accordance with the requirements of CEQA; and

WHEREAS, in adopting the FBSP, the City sought to generate economic development in the plan area, improve the aesthetic value of the area, and improve public health and safety within the plan area; and

WHEREAS, the City obtained property within the FBSP as the City's Redevelopment Agency and all such acquisitions are subject to State redevelopment law requirements; and

WHEREAS, in order to meet all legal requirements of redevelopment law the City must amend the FBSP to allow for relocations of uses when legally mandated; and

WHEREAS, these amendments were analyzed and determined to be within the scope of the General Plan EIR and FBSP MND and required no further environmental review; and

WHEREAS, on February 19, 2013, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the public, and deliberated on the item.

Section 2. Findings

The City Council hereby finds that:

A. **CEQA Compliance.** The Rancho Cordova General Plan FEIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR. (CEQA Guidelines section 15168.) Subsequently, in July 2008, the City adopted the Folsom Boulevard Specific Plan MND (SCH: 2007112018) to address project specific impacts that were not fully addressed in the General Plan EIR. The Folsom Boulevard Specific Plan Amendment is an activity within the scope of the General Plan EIR and FBSP MND and requires no further environmental review. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

B. **Consistency with the General Plan.** The attached Folsom Boulevard Specific Plan Amendment ("Amendment" or "proposed Amendment") is consistent with the General Plan as required by Government Code Section 65454. The Amendment is consistent with and

General Plan Goals, Policies, and Actions:

- Economic Development Policy ED.5.1 – Identify areas and projects that could benefit from Redevelopment Agency participation and support.

Finding: The proposed Amendment will allow for appropriate actions by the Successor Agency to the City's Redevelopment Agency to meet obligations under redevelopment law with regards to relocation of tenants/uses on City-owned property.

Section 3. Amendments

The City Council hereby adopts the amended Chapter IV of the Folsom Boulevard Specific Plan attached in **Exhibit A**.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, 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 phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

PRIVATE REALM - LAND USE AND DEVELOPMENT STANDARDS

Table IV-9 Development Standards for TOD Overlay Districts

Development Standard	TOD Overlay	
	Minimum	Maximum
Density¹	20.0 du/ac	80.0 du/ac
Floor Area Ratio²	0.50	3.0
Height	No minimum	No maximum ³

Notes:

1. The minimum and maximum density standards are only applicable to mixed use and integrated developments that include residential uses. Residential projects shall include a minimum of four units.
2. Includes residential uses and square footage. See Chapter IX-Glossary for a definition of Floor Area Ratio (FAR).
3. While there is no height maximum, the regulations of the Federal Aviation Administration (FAA) limit the height of structures to between 150 and 350 feet based on location. See the Safety Element of the General Plan for more information. FAA approval is required for all structures over 150 feet in height approval is required for all structures over 150 feet in height.

PARKING AND LOADING STANDARDS

Parking standards for vehicles and bicycles are provided in Chapter 23.719 of the Zoning Code.

Standards for off-street loading and unloading are provided in the Citywide Zoning Code.

E. NONCONFORMING USES AND STRUCTURES

Purpose and Applicability

This article establishes special regulations for nonconforming land uses and structures that were lawful before the adoption or amendment of this Specific Plan, but which would be prohibited, regulated, or restricted differently under the current terms of this Specific Plan or future amendments. It is the intent of these regulations to allow the continuation of nonconformities under limited conditions outlined herein or due to reconstruction in the event of natural disaster and the potential expansion of nonconformities on a case-by-case basis where specific findings can be made.

These nonconforming regulations apply only within the Folsom Boulevard Specific Plan Area.

Continuation, Reoccupancy and Maintenance of Nonconforming Uses and Structures

- a. A nonconforming use may continue to operate in perpetuity, be transferred, or be sold, provided that the use shall not be enlarged or intensified nor be expanded to occupy a greater area than it lawfully occupied before becoming nonconforming, except as provided in Nonconforming Use Permit Procedures below. Likewise, plans for any use approved as of the date this chapter becomes effective may be carried out as approved. Any extension of such approval, for which the applicant was entitled to apply as of the effective date, may be granted according to the regulations in effect prior to the effective date; if granted, such extension will be considered the same as an approval granted before the effective date.
- b. A nonconforming structure may be maintained or improved as follows:
 1. Maintenance and repair. A nonconforming structure may be maintained and repaired.

PRIVATE REALM - LAND USE AND DEVELOPMENT STANDARDS

2. Seismic retrofitting and Building Code compliance. Repairs, alterations or reconstruction to reinforce un-reinforced masonry structures or to comply with Building Code requirements shall be allowed, provided that the work is exclusively to comply with applicable earthquake safety standards and the Building Code.
3. Structural alteration of a nonconforming structure to improve safety or to reduce fire hazard.

Modification and Expansion of Nonconforming Uses and Structures

A nonconforming use or structure may, subject to the provisions of the Nonconforming Use Permit section, be modified or expanded as follows:

- a. Structural modification. Addition, enlargement, extension, or relocation of a nonconforming structure may be allowed if the changes to the structure conform to applicable provisions of this Specific Plan. Such modifications may not expand the extent of the nonconforming aspect of the structure or result in any new nonconforming conditions for the subject property.
- b. Expansion of use. Expansion or modification of a nonconforming use may be allowed subject to the Nonconforming Use Permit Procedures section.
- c. Exterior improvements or expansion of structures may also require design review approval in keeping with the City's Zoning Code.

Destruction, and Replacement, and Relocation of Nonconforming Uses and Structures

If a nonconforming structure, or a conforming structure occupied by a nonconforming use, is involuntarily damaged or destroyed, the structure may be repaired or rebuilt and reoccupied in the same manner in which it originally existed if the restoration is started within one year of the date of the damage and is diligently pursued to completion.

Relocation of a nonconforming use is prohibited unless the owner of the nonconforming use is eligible for relocation assistance under Government Code Section 7260, et. seq. and the owner obtains a Nonconforming Use Permit from the City. The relocation of a nonconforming use under this provision may not result in the expansion or modification of the nonconforming use in the new location.

A nonconforming structure may not be relocated.

Loss of Nonconforming Status

If a nonconforming use is discontinued for a continuous period of eighteen months or more, rights to nonconforming status shall terminate. The Planning Director shall base determination of discontinuance on evidence including the removal of equipment, furniture, machinery, structures, or other components of the nonconforming use, disconnected or discontinued utilities, or no business records to document continued operation. Maintenance of a valid business license shall of itself not be considered a continuation of the use. Without further action by the City, any subsequent use of the site or structure shall comply with all of the regulations of the applicable district and all other applicable provisions of this Specific Plan and relevant sections of the Zoning Code.

Extension of Non-Conforming Use Status

A property owner may request of the Planning Director, an additional 6 months extension to the 18 month nonconforming use time period. Such a request must be supported by any of the following:

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PRIVATE REALM - LAND USE AND DEVELOPMENT STANDARDS

- a. Evidence of active marketing the tenant space accompanied with regular maintenance of the property in a manner that supports such marketing efforts.
- b. A signed lease agreement and anticipated occupancy within the extension period.
- c. Issuance of a valid building permit for interior or exterior remodel and anticipated occupancy within the extension period.

Nonconforming Use Permit Procedures

- a. Permit requirements. A Nonconforming Use Permit is required for the expansion or modification of existing nonconforming structures or uses as identified in the Allowed Uses Section and for the relocation of nonconforming uses eligible for relocation assistance under Government Code Section 7260 et. seq. The intent of this permit is to allow for individual review of requests to expand or modify or relocate a nonconforming use in a manner that ensures compatibility with surrounding areas and uses.
- b. Approving authority. The City Council shall be the final decision-making body for all Nonconforming Use Permits. The Planning Commission shall hear and provide a recommendation to the City Council for action on each Nonconforming Use Permit.
- c. Required findings. A Nonconforming Use Permit shall be granted only when the designated approving authority determines that the proposed use or activity complies with all of the following findings.
 - 1. The establishment, maintenance, or operation of the use expansion applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the City.
 - 2. The benefit to the public health, safety, or welfare exceeds the detriment inherent in the expansion of nonconformity.
 - 3. The modified or expanded nonconforming structure or use would not be incompatible with reasonably foreseeable uses as allowed under the applicable zoning regulations.
 - 4. The modified or expanded nonconforming structure or use would be consistent with the General Plan.
 - 5. Additional findings required for the relocation of a nonconforming use:
 - a. The owner of the nonconforming use is eligible for relocation assistance from the City of Rancho Cordova under Government Code Section 7260 et. seq.
 - b. There is no suitable relocation site available within the City where the use is legally permitted.
 - +c. The nonconforming use will not be modified or expanded upon relocation.
- d. Conditions/Guarantees. The designated approving authority may impose conditions and/or require guarantees for the Nonconforming Use Permit to ensure compliance with this section and other applicable provisions of this title and to prevent adverse or detrimental impact to surrounding neighborhoods.

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MEMORANDUM

DATE: February 19, 2013

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: **CALIFORNIA CHECK CASHING RELOCATION NONCONFORMING USE PERMIT – LOCATED AT 2808 ZINFANDEL DRIVE.**



PROPERTY OWNER: Folsom Zinfandel Partners LLC 1448 15 th Street, Suite 100 Santa Monica, CA 90404	APPLICANT: CA Check Cashing/Community Choice Financials, Inc 7001 Post Road, Suite 200 Dublin, OH 43016
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PROJECT: California Check Cashing Relocation – Nonconforming Use Permit FILE: N/A LOCATION: 2808 Zinfandel Drive APN: APN 072-0330-003 PLANNER: Jessica Jordan

RECOMMENDATION

Adopt Resolution 20-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will allow for the relocation per Government Code Section 7260 *et. seq.* of California Check Cashing, a nonconforming use, from the city-owned property at 10235 Folsom Boulevard to an equivalent location at 2808 Zinfandel Drive.

BACKGROUND

California Check Cashing is currently located on City-owned property at 10235 Folsom Boulevard in the Commercial Mixed Use (CMU) zone of the Folsom Boulevard Specific Plan area. The check cashing business has been in this location for at least a decade and upon acquisition of the property, the City became the business's landlord. The existing tenant space is approximately 2,000 square feet and operates seven days per week.

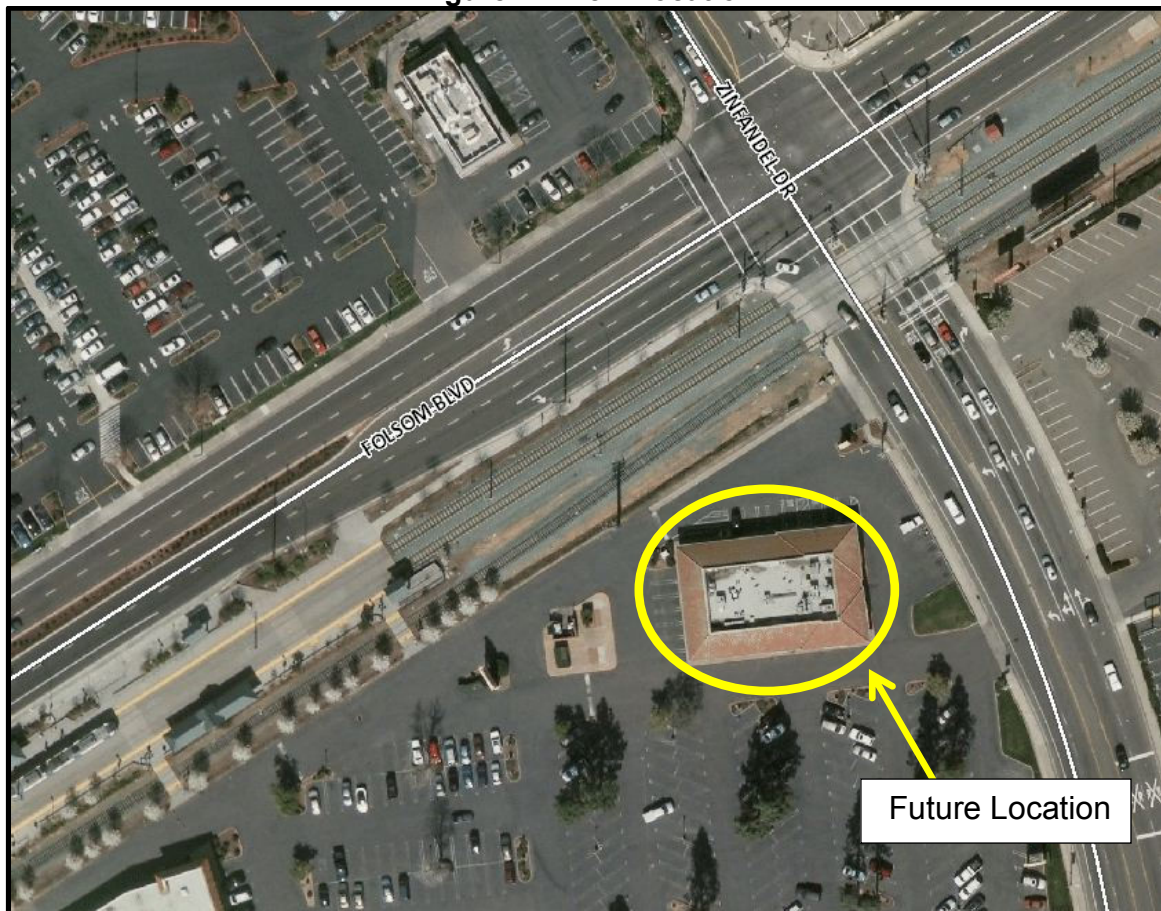
Figure 1 – Current Location

PROJECT ANALYSIS

At this time, California Check Cashing needs to relocate in order for the City, as the Successor Agency to the Redevelopment Agency, to complete a sales transaction of the property to the Los Rios Community College District. Given the circumstances under which the relocation is required, the business owner is eligible for relocation assistance per Government Code Section 7260 *et. seq.* This relocation assistance affords the business owner with the right to a comparable location. As seen in Figure 1 above, the current location has frontage on the highly traveled Folsom Boulevard and is located in close proximity to a Regional Transit light rail station, features of the existing property which provide benefit to the business's customers.

The new location is 2808 Zinfandel Drive (Figure 2), privately held property, in the CMU zone of the Folsom Boulevard Specific Plan. The new tenant space is equivalent in size, approximately 2,000 square feet, and is located at the intersection of Folsom Boulevard and Zinfandel Drive. The new location is also within close proximity to a Regional Transit light rail station. Considering these unique features, 2808 Zinfandel Drive is the only comparable site available to the business within a reasonable proximity to its existing location. The nonconforming use permit will allow for the relocation of the business in its same approximate size, business activities, and current hours of operation (M-F 8-9, Sat 9:30-7, Sun 10-5). No expansion or other modification to the nonconforming use is being granted through issuance of the Nonconforming Use Permit.

Figure 2 – New Location



FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this project.

RECOMMENDED MOTION

Move the City Council adopt Resolution 20-2013 finding the project exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act Guidelines and approving the Nonconforming Use Permit for the California Check Cashing Relocation to 2808 Zinfandel Drive, subject to the attached Conditions of Approval (**Exhibit A**).

ATTACHMENTS

1. Resolution No. 20-2013, including Conditions of Approval (**Exhibit A**)
2. 500' radius map and mailing labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 20-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A NONCONFORMING USE PERMIT FOR CALIFORNIA CHECK CASHING
RELOCATION FROM 10235 FOLSOM BOULEVARD TO 2808 ZINFANDEL DRIVE**

WHEREAS, the City of Rancho Cordova ("City") received a request for a Nonconforming Use Permit from California Check Cashing ("Applicant") to relocate the existing business at 10235 Folsom Boulevard to 2808 Zinfandel Drive as part of the relocation assistance requirements of Government Code Section 7260 *et. seq.*; 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 approve a Nonconforming Use Permit for California Check Cashing Relocation from 10235 Folsom Boulevard to 2808 Zinfandel Drive, subject to the following:

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Categorically Exempt under Section 15301, Existing Facilities, as supported by the following:

The project includes relocation of an existing check cashing business from one location to another within the Folsom Boulevard Specific Plan area. The tenant space occupies approximately 2,000 square feet. Upon relocation, business operations and tenant space will remain the same. Tenant improvements will be made within the existing building at 2808 Zinfandel Drive. No exterior alterations will be required at the new location. The proposed tenant location is less than 5 acres in size and does not hold any value as habitat for endangered, rare or threatened species. The proposed relocation will not result in traffic or noise issues, or adverse impacts to air quality or water quality. The site is adequately served by all required utilities and public services.

- B. Approves the Nonconforming Use Permit, subject to the Conditions of Approval (**Exhibit A**); supported by the following Findings and Evidence, as defined in the Folsom Boulevard Specific Plan Section IV.E:

Finding: The establishment, maintenance, or operation of the use expansion applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the City.

Evidence: The proposed project does not include an expansion of a nonconforming use. Rather, the project involves relocation of a nonconforming use from one location within

ATTACHMENT 1

the Folsom Boulevard Specific Plan to another. The relocation will not cause any additional detrimental impacts to health, safety, peace, morals, comfort, or general welfare of the City's residents.

Finding: The benefit to the public health, safety, or welfare exceeds the detriment inherent in the expansion of nonconformity.

Evidence: The project is a relocation of a nonconforming use without modification or expansion.

Finding: The modified or expanded nonconforming structure or use would not be incompatible with reasonably foreseeable uses as allowed under the applicable zoning regulations.

Evidence: The project is a relocation of a nonconforming use without modification or expansion.

Finding: The modified or expanded nonconforming structure or use would be consistent with the General Plan.

Evidence: The project is a relocation of a nonconforming use without modification or expansion.

Finding: The owner of the nonconforming use is eligible for relocation assistance from the City of Rancho Cordova under Government Code Section 7260 *et. seq.*

Evidence: At this time, California Check Cashing needs to relocate in order for the City, as the Successor Agency to the Redevelopment Agency, to complete a sales transaction of the property to a new owner. Given the circumstances under which the relocation is required, the business owner is eligible for relocation assistance per Government Code Section 7260 *et. seq.*

Finding: There is no suitable relocation site available within the City where the use is legally permitted.

Evidence: The current location has frontage on the highly traveled Folsom Boulevard and is located in close proximity to a Regional Transit light rail station, features of the existing property which provide benefit to the business's customers. The new tenant space is equivalent in size, approximately 2,000 square feet, and is located at the intersection of Folsom Boulevard and Zinfandel Drive. The new location is also within close proximity to a Regional Transit light rail station. Considering these unique features, 2808 Zinfandel Drive is the only comparable site available to the business within a reasonable proximity to its existing location.

Finding: The nonconforming use will not be modified or expanded upon relocation.

Evidence: Relocation of the business to the new location will occur in its same approximate size, same normal business activities, and same hours of operation (M-F 8-9, Sat 9:30-7, Sun 10-5). No expansion or other modification to the nonconforming use is being granted at this time.

ATTACHMENT 1

Effective Date. This Resolution shall not take effect until the effective date of Ordinance 6-2013 has passed.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

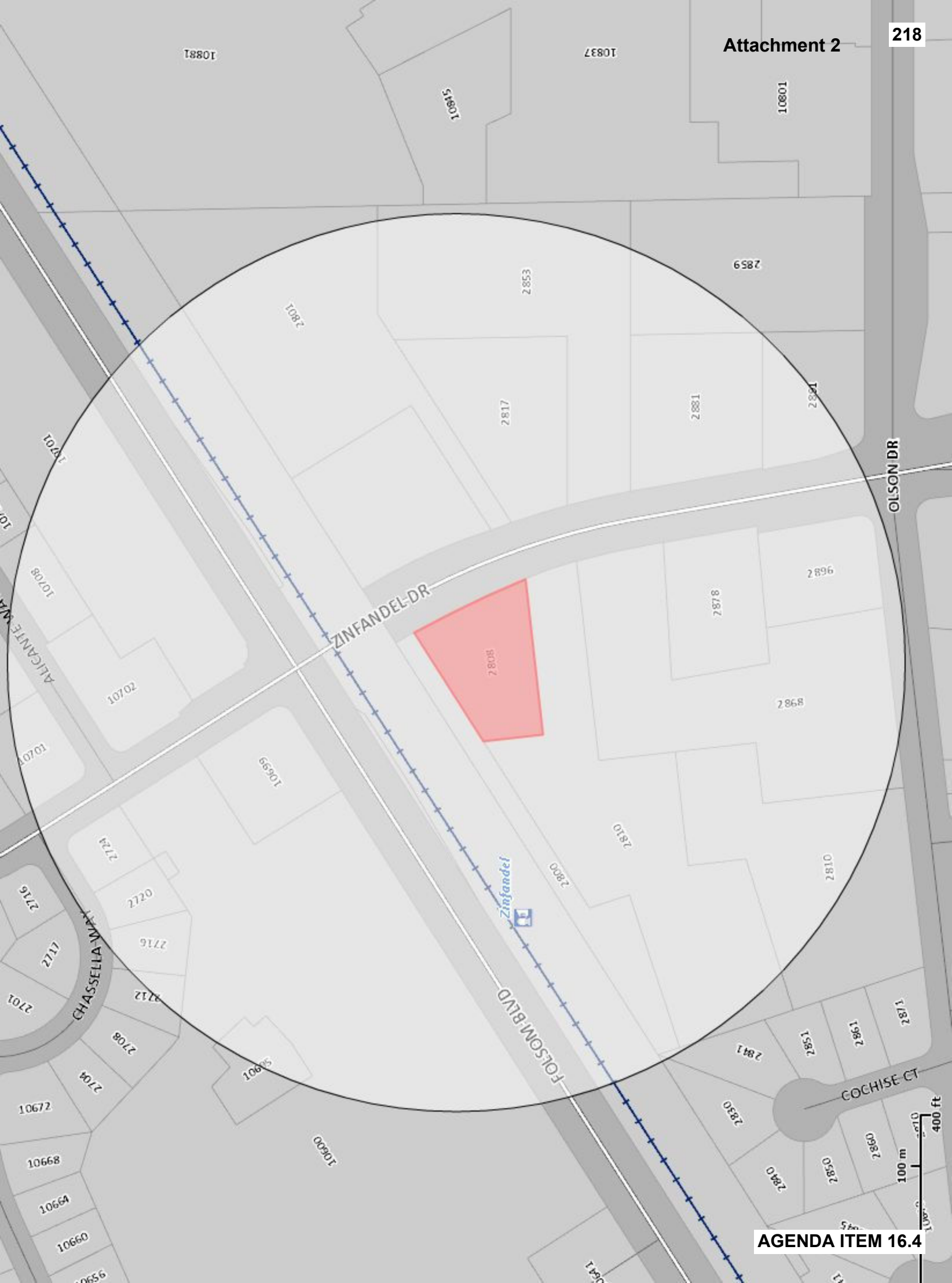
Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1. The action approves the Nonconforming Use Permit for the relocation of California Check Cashing from 10235 Folsom Boulevard to 2808 Zinfandel Drive. The nonconforming use permit will allow for the relocation of the business in its same approximate size of 2,000 square feet, same normal business activities, and current hours of operation (M-F 8-9, Sat 9:30-7, Sun 10-5). No expansion or other modification to the nonconforming use is being granted at this time. Any significant modification to the project shall require amendment to the Nonconforming Use Permit.	ON-GOING	PLANNING	
2. In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	ON-GOING	PLANNING	
3. This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	ON-GOING	PLANNING	
4. 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.	ON-GOING	PLANNING	



Attachment 2

RESIDENT
10699 FOLSOM BLVD
RANCHO CORDOVA, CA 95670

RESIDENT
10702 ALICANTE WAY
RANCHO CORDOVA, CA 95670

RESIDENT
2830 COCHISE CT
RANCHO CORDOVA, CA 95670

RESIDENT
2808 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2878 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2716 CHASSELLA WAY
RANCHO CORDOVA, CA 95670

RESIDENT
2896 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2817 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2859 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

AYRAPETYAN SEYRAN
3371 MARQUAM WAY
RANCHO CORDOVA, CA 95670

RESIDENT
CHASSELLA WAY
RANCHO CORDOVA, CA 95670

RESIDENT
10701 FOLSOM BLVD
RANCHO CORDOVA, CA 95670

RESIDENT
2800 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2810 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
10600 FOLSOM BLVD
RANCHO CORDOVA, CA 95670

RESIDENT
2720 CHASSELLA WAY
RANCHO CORDOVA, CA 95670

RESIDENT
2801 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2853 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

SOUTHERN CALIF WATER CO
630 E FOOTHILL BLVD
SAN DIMAS, CA 91773

AGREE RANCHO CORDOVA I LLC
31850 NORTHWESTERN HWY
FARMINGTON HIL, MI 48334

RESIDENT
2724 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
FOLSOM BLVD
RANCHO CORDOVA, CA 95670

RESIDENT
2810 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2868 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
10695 FOLSOM BLVD
RANCHO CORDOVA, CA 95670

RESIDENT
2841 COCHISE CT
RANCHO CORDOVA, CA 95670

RESIDENT
2891 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

RESIDENT
2881 ZINFANDEL DR
RANCHO CORDOVA, CA 95670

HEDDA KORNFELD FAMILY LIMITED
PARTNERSHIP I
850 BUTTERNUT DR
SAN RAFAEL, CA 94903

SAC-PLCRVLE TRANSPORTATION CORR
JOINT POWERS AUTHO
PO BOX 2110
SACRAMENTO, CA 95812

Attachment 2

WOODRELL FAMILY 1992 REVOCABLE
TRUST

3380 BLAIRS LN 216

PLACERVILLE, CA 95667

BJI INVESTMENTS LLC

703 MARKET ST 1706

SAN FRANCISCO, CA 94103

CHOY FAMILY TRUST

277 7TH AVE

SAN FRANCISCO, CA 94118

FOLSOM ZINFANDEL PARTNERS LLC

1448 15TH ST 100

SANTA MONICA, CA 90404

SUPERIOR GAS & CONVENIENCE STORE

211 ORCUTT CIR

SACRAMENTO, CA 95834

ZINFANDEL CENTERS LLC

PO BOX 2798

RANCHO CORDOVA, CA 95741

AJM PROPS

INCORPORATED(WALMART)

PO BOX 8050

BENTONVILLE, AR 72712

BAGGIN INV LLC

60 TERRA TERESA

LAFAYETTE, CA 94549