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

Monday, March 04, 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 - Thanksging 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
Wed, Jan, 1 - New Year's Day
Mon, Jan 20 - Martin Luther King Jr. Day
Mon, Feb 17 - President's Day
Mon, May 26 - Memorial Day
Fri, Jul 4 - Independence Day
Mon, Sep 1 - Labor Day
Tue, Nov 11 - Veteran's Day
Thu, Nov 27 - Thanksging Day
Fri, Nov 28 – Day After Thanksgiving Day
Wed, Dec 24 - Christmas Eve
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Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

2015 - Proposed

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PROPOSED CITY HALL CLOSURE DATES
Wed, Jan 1 - New Year's Day
Mon, Jan 19 - Martin Luther King Jr. Day
Mon, Feb 16 - President's Day
Mon, May 25 - Memorial Day
Sat, Jul 4 - Independence Day
Mon, Sep 7 - Labor Day
Wed, Nov 11 - Veterans Day
Thu, Nov 26 - Thanksging Day
Fri, Nov 27 – Day After Thanksgiving Day
Thu, Dec 24 - Christmas Eve
Fri, Dec 25 - Christmas Day

Rev. 2-11-13

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, March 04, 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

Michele Zumwalt from Law Enforcement Chaplaincy will give the invocation.

5. PRESENTATIONS

5.1 Presentation of Appreciation to Former Assembly Member Alyson Huber.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not

on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

8.1 **Subject:** Meeting minutes: of February 19, 2013 Regular Meeting, February 22, 2013 Special Meeting and February 26, 2013 Special Meeting.
Recommendation: Adopt minutes.

8.2 **Subject:** Ordinance to Amend Section IV.E Nonconforming Uses and Structures of the Folsom Boulevard Specific Plan.
Recommendation: Waive Second Reading and 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.

8.3 **Subject:** Formation of the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services)
Recommendation: Waive second reading and adopt Ordinance No. 2-2013 levying a special tax within Community Facilities District No. 2013-2 (Police Services).
Result of Recommended Action: 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.

8.4 **Subject:** Resolution Authorizing the City Manager to Execute an On-Call Contract to Wood Rodgers, Inc. for Surveying and Civil Engineering Design Services in the Amount of $300,000.
Recommendation: Adopt Resolution 23-2013.
Result of Recommended Action: Adoption of a resolution will authorize the City Manager to execute an agreement with Wood Rodgers, Inc. for on-call surveying and civil engineering design services in the amount of $300,000.
Staff: Cyrus Abhar, Public Works Director.

Advances Goal: 5.

8.5 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Nullifying Resolution 21-2013 and Authorizing Execution of a Three Year General Services Agreement with Roush Landscape Services for Landscape Maintenance Services.
Recommendation: Adopt Resolution 31-2013.
Result of Recommended Action: Resolution 21-2013 nullified and City Manager will be authorized to execute Contract 10-2013, a Professional Services Agreement, with Roush Landscape Services in an amount not to exceed $900,000 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.

8.6 **Subject:** Resolution Authorizing the City Manager to Execute Second Amendment and Restatement of Memorandum of Understanding (MOU) and Cooperative Agreement Between the City of Rancho Cordova (City) and the Cordova Recreation and Park District (CRPD) to Extend the Expiration Date to June 30, 2013.
Recommendation: Adopt Resolution No. 30-2013
Result of Recommended Action: Adoption of this resolution will extend the April 30, 2012 expiration date to June 30, 2013. This extension will allow CRPD to complete the Hagan Park Picnic Pavilion project.
Staff Report: Joe Chinn, Assistant City Manager.
Advances Goals: 2 and 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

9.1 **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 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. 2013-1 (Storm and Flood Protection Services). (Resolution No. 4-2013)
2. Resolution calling for a special election in Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 5-2013).
3. Resolution declaring election results of Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 6-2013).
4. Waive first reading and introduce Ordinance No. 1-2013 levying a special tax within Community Facilities District No. 2013-1 (Storm and Flood Protection Services).

Result of Recommended Action: Action on these items will complete the formation of the CFD, authorize a landowner vote which if successfully passed authorizes the levy of a special tax on a specific project included in the CFD. The special tax levy is for the purpose of paying for maintenance of public storm drain and flood protection improvements incident to development 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. There is no financial impact to existing residents.
Staff Report: Cyrus Abhar, Public Works.
Advances Goal: 5.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

11.1 **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 No. 5-2013, establishing a temporary moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses pending the review and possible amendment of zoning regulations applicable to this type of establishment.

Result of Recommended Action: Adoption of this Ordinance will establish a forty-five (45) day temporary moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses. 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 types 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 these types of businesses; and (5) determine appropriate measures to ensure 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.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 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	
Monday, March 18, 2013	*City Council Regular Meeting (5:30 PM)*
Tuesday, March 26, 2013	*City Council Special Meeting – Work Session (5:30 PM) on Housing Element*
Monday, April 1, 2013	*City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)*
Tuesday, April 9, 2013	*City Council Special Meeting – Work Session (5:30 PM) on Private Business Directional Wayfinding Sign Policy*
Monday, April 15, 2013	*City Council Regular Meeting – **CANCELLED***
Tuesday, April 23, 2013	*City Council Special Meeting – Work Session (5:30 PM)*
Monday, May 6, 2013	*City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)*
Tuesday, May 14, 2013	*City Council Special Meeting – Work Session (5:30 PM)*
Monday, May 20, 2013	*City Council Special Meeting (12:00 PM) and Regular Meeting (5:30 PM)*
Tuesday, May 28, 2013	*City Council Special Meeting – Work Session (5:30 PM)*

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 Monday, March 04, 2013 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, February 28, 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 28, 2013 at Rancho Cordova, California.

Mindy Cuppy

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

Tuesday, February 19, 2013

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:33 PM.

Council Members Present:	McGarvey, Sander, Skoglund, Terry, Budge.
Council Members Absent:	None.
Staff Members Present:	Gaebler, Lindgren, Cuppy, Chinn, Silva, Haven, Downton, Holt, Richeal, Gassaway, Snyder, Walker, Leitner, Blair, Lohse, Stricker, Junker, Mingay, Samuelson, Grossi, Jordan.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Rivkah Sass led the pledge.

4. INVOCATION

PC Walker, Youth Pastor 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 was not done.

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:

- Scottie Moore, President and Founder of Save Our Cats & Kittens - Sensibly (SOCKS)
- Kim Kinnee, Spay Day 2013 Chairperson, Sacramento County Animal Coalition

7. PUBLIC COMMENT

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

8. ADJOURN TO CLOSED SESSION

Mayor Budge adjourned the regular meeting to closed session in the Community Board Room.

9. CLOSED SESSION - CALL TO ORDER / ROLL CALL

Mayor Budge called the special meeting to order in the Community Board Room at 6:34 PM.

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

Council Members Absent: None.

Staff Members Present: Lindgren, Gaebler, Chinn, Haven, Junker.

10. CLOSED SESSION

10.1 Council met 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

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

12. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that council received an update from real property negotiators and council provided negotiators with direction. There was no reportable action.

13. COUNCIL REPORTS

Council reported on events since the last meeting.

14. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Skoglund second by Sander;
Carried by a 4:0 roll call vote (Terry absent).

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

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

Mayor Budge opened the public comment period. The following people addressed the council:

- Bob Nolasco
- Mark Pirlir
- Daniel Miranda

Mayor Budge closed the public comment period.

ACTION: Motion to approve resolution as attached with revised conditions of approval as read by Mayor Budge, by Skoglund second by McGarvey;
Carried by a 5:0 roll call vote.

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 on 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.

Mayor Budge opened the public comment period. The following people addressed the council:

- Ivan Silva
- Joe Alvarado

Mayor Budge closed the public comment period.

ACTION: Motion to Continue to March 18, 2013 by Skoglund second by McGarvey;
Carried by a 5:0 vote.

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.

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

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

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.

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

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

17. REGULAR CALENDAR ITEMS

NONE.

18. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

19. CITY MANAGER'S REPORT

Council discussed truck parking near Lincoln Village Drive and Bradshaw.

City Manager reminded council of the two part corporate report on February 22.

20. ADJOURNMENT

Mayor Budge adjourned the meeting at 9:50 PM.

_____
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

Friday, February 22, 2013

5:30 PM - Special Meeting
American River Community Room North

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER / ROLL CALL

Mayor Budge called the special meeting to order in the American River North Community Room at 10:42 AM.

Council Members Present:	McGarvey, Sander, Skoglund, Terry, and Mayor Budge.
Council Members Absent:	None.
Staff Members Present:	Chinn, Holt, Abhar, Silva, Behrends, Pinola, Misner, Snyder, Haven, Runner, Downton, Junker, George, Ulm, Thomas, Cervantes, Borre, Gassaway, Chan, Delaney, Mingay, Boyd, Simpson, Peterson, Brown, Richael, Davis, Leitner, Stricker, Gaebler, Lindgren, Samuelson.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 Annual Corporate Report.

ACTION: Discussion item only, no action taken.

4. ADJOURNMENT

Mayor Budge adjourned the meeting at 3:00 PM.

_____
Mindy Cuppy, CMC, City Clerk

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, February 26, 2013

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the American River North Community Room at 5:52 PM.

Council Members Present:	McGarvey, Sander, Skoglund, Terry, and Mayor Budge.
Council Members Absent:	None.
Staff Members Present:	Gaebler, Lindgren, Chinn, Haven, Runner, Abhar, Silva, Flory, Junker, Johns.

2. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following people addressed the council:

- Steve Bacon
- Jerry Koshman
- Kim To
- Teri LyKon
- John Gates
- Melissa Gates
- Ken McMurray

Mayor Budge closed the public comment period.

3. SPECIAL MEETING ITEMS

3.1 **Subject:** Granting the City Manager the Authority to Sign a Disposition and Development Agreement (DDA) with Urban Housing Communities (UHC), for the Horizons @ New Rancho Senior Housing Project.
Recommendation: Adopt Resolution No. 27-2013.
Result of Recommended Action: Adoption of this resolution will provide the City Manager authorization to execute the DDA with Developer for the Horizons @ New Rancho Senior Affordable Housing development. It will also authorize the commitment of funds in the form of a permanent, deferred loan for development costs and commit site control necessary for UHC to prepare a competitive Tax Credit application for project gap funding.
Staff Report: Reed Flory, Housing Division.
Advances Goals: 1, 2, 3, 5, and 6.
GROWING STRONG NEIGHBORHOODS

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

3.2 Folsom Boulevard Specific Plan Update Discussion.
Recommendation: Consider staff's presentation and identify any issues and concerns related to amending the Folsom Boulevard Specific Plan and the Convention Center Overlay District.
Result of Recommended Action: Council input will assist with defining the City Council's goals and expectations for amending the Folsom Boulevard Specific Plan and will provide direction for potential amendments to the Convention Center Overlay District of the City's Zoning Code. Based on Council direction, staff will return to the City Council at a subsequent meeting to present a scope of services, budget and schedule for completing amendments to the City's Folsom Boulevard Specific Plan and Zoning Code.
Staff Report: Paul Junker, Planning Director.
Advances Goals: 1, 2, 5 and 6.

ACTION: Discussion item only, no action taken.

3.3 Projects Adjacent to City Boundaries.

ACTION: Discussion item only, no action taken.

4. ADJOURNMENT

Mayor Budge adjourned the special meeting at 9:10 PM.

_____
Adam Lindgren, City Attorney

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

Table IV-9 Development Standards for TOD Overlay Districts

Development Standard	TOD Overlay Minimum	Maximum
Density[1]	20.0 du/ac	80.0 du/ac
Floor Area Ratio[2]	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.

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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:

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.

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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.

~~4.~~c. The nonconforming use will not be modified or expanded upon relocation.

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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.

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.

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

MEMORANDUM

DATE: March 4, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL CONTRACT WITH WOOD RODGERS, INC. FOR SURVEYING AND CIVIL ENGINEERING DESIGN SERVICES**

RECOMMENDATION

Adopt Resolution 23-2013.

RESULT OF RECOMMENDED ACTION

Adoption of a resolution will authorize the City Manager to execute a three year agreement with Wood Rodgers, Inc. for on-call surveying and civil engineering design services for an amount not to exceed $300,000 total.

BACKGROUND

Public Works' staff has identified several projects that require surveying and professional civil design services. An on-call consulting services contract will ensure that the City has small improvement projects surveyed and designed in a timely manner, helping the City meet the needs of the community and the requirements for possible grant funding.

Funding for the on-call engineering services within the scope of this contract will be provided for by project capital funds and will not impact the General Fund.

ATTACHMENT

Resolution No. 23-2013 including Exhibit 1 – Contract 16-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 23-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WOOD RODGERS, INC. FOR ON-CALL CONSTULTING SERVICES

WHEREAS, the City has identified several projects that require surveying and professional civil design services; and

WHEREAS, an on-call consulting services agreement will ensure that the City has small improvement projects surveyed and designed in a timely manner; and

WHEREAS, the City wishes to enter into a three year agreement with Wood Rodgers, Inc. for an amount not to exceed $300,000 for surveying and civil engineering design services; and

WHEREAS, funding for the on-call engineering services within the scope of this agreement will be provided for by project capital funds and will not impact the General Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute an on-call agreement with Wood Rodgers, Inc. (**Exhibit 1)** in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WOOD RODGERS

THIS AGREEMENT for on-call professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Wood Rodgers ("Professional") as of March 4, 2013.

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Professional may provide to City the services described in Exhibit A on an on-call basis. Professional shall provide specific scope of work prior to commencing any work. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on February 28, 2016, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed $300,000, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Professional, 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. Professional 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 Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional 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. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Professional 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 Professional. 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, Professional 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 Professional, 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. Professional shall notify City within fourteen (14) days of notification from Professional'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 Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, 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 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.

4.2.2 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.

4.2.3 **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 Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. 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 Professional 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. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 **Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 <u>All Policies Requirements.</u>

4.4.1 <u>Acceptability of insurers.</u> All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Professional 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.

4.4.3 <u>Subcontractors.</u> Professional 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.

4.4.4 <u>Deductibles and Self-Insured Retentions.</u> Professional 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, Professional 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 Professional 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.

4.4.5 **Waiver of Subrogration.** Professional hereby agrees to waive subrogration 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 Professional, its employees, agents, and subcontractors.

4.4.6 **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, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies City may have if Professional 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 are alternatives to other remedies City may have and are not the exclusive remedy for Professional'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 Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 **General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional 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 Professional 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 Professional 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 Professional 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, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

7.5 **Nondiscrimination and Equal Opportunity.** Professional 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 Professional under this Agreement. Professional 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 Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision 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.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

10.3 **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.

10.4 **No Implied Waiver of Breach.** 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.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Kathy Garcia, Senior Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Professional shall be sent to:
Mark Rayback, P.E.
Wood Rodgers
3301 C Street, Bldg. 100-B
Sacramento, CA 95816
(916) 341-7760

Any written notice to City shall be sent to:
Kathy Garcia, P.E.
City of Rancho Cordova
Public Works Project
2729 Prospect Park Drive
Rancho Cordova, CA 95670

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

CITY OF RANCHO CORDOVA

_____
Ted A. Gaebler, City Manager

Date: _____

Attest:

_____
Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

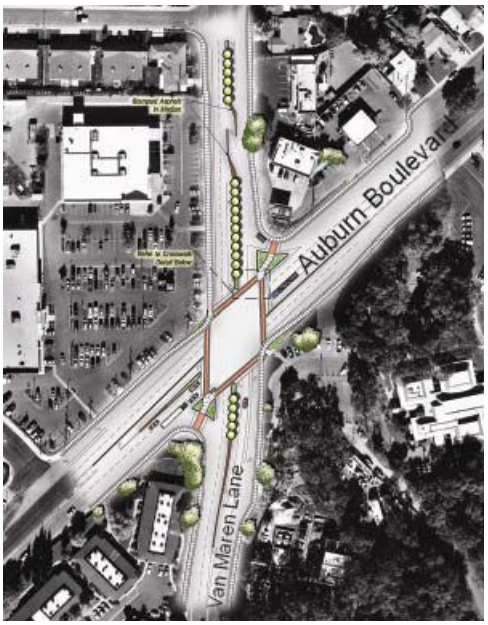
_____
Adam Lindgren, **City Attorney**

Date: _____

PROFESSIONAL

_____
Mark Rayback, Vice President

Date: _____



Firm Profile

Built and sustained on the firm belief in providing quality services, Wood Rodgers was founded in 1997 by two engineers who set out to create an innovative engineering firm focused on the needs of their clients. The firm has since grown into a unique firm in which innovation and precision are equally as important as the ability to deliver projects on time and within budget. We take pride in the fact that each project we undertake is equally as important to us as it is to our clients.

We are a California corporation, and have a staff of over 170 who share the same belief and pride in providing quality work products. Our staff includes professionally registered civil, transportation, traffic, structural, and geotechnical engineers; project management professionals; transportation and land planners; professional land surveyors; certified floodplain managers; landscape architecture; and LEED® Accredited Professional staff who have had extensive experience with maneuvering through highly political processes and successfully completing both public and private projects with a high rate of measureable success. Our versatile and reliable team has worked seamlessly with other designers, engineers, public agencies, and private clients to provide quality engineering services, while meeting the environmental constraints, economical challenges, and desired aesthetics of each project.

Wood Rodgers is headquartered in Sacramento; with additional offices located in Oakland, Salinas and Vista, California, as well as Reno and Las Vegas, Nevada. Firm-wide capabilities include:

- Civil Engineering
- Transportation Planning & Engineering
- Project Management
- Structural Engineering
- Water Resources
- Water Supply
- Land Planning
- Landscape Architecture
- Mapping/Surveying
- Electrical Engineering
- GIS Applications
- Geotechnical Engineering
- Environmental Services
- Aviation Services

We take pride in the fact that the principals and management staff are closely involved with the work product and are responsive to clients' needs. Our existing relationships with federal, state, and local agencies ensure the successful completion of our projects. **We believe that our clients' success is our success.**

Office Locations:

Sacramento
3301 C Street, Bldg 100-B
Sacramento, CA 95816
Tel: 916.341.7760
Fax: 916.341.7767

Oakland
180 Grand Ave., Suite 400
Oakland, CA 94612
Tel: 510.208.2400
Fax: 510.208.2401

Reno
5440 Reno Corporate Drive
Reno, NV 94607
Tel: 775.823.4068
Fax: 775.823.4066

Salinas
1093 S Main Street, #103
Salinas, CA 93901
Tel: 831.771.1150
Fax: 831.771.0529

Vista
2420 Grand Avenue,
Suite B-1
Vista, CA 92081
Tel: 760.597.9204

Las Vegas
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169
Tel: 702.220.3680

Professional Services

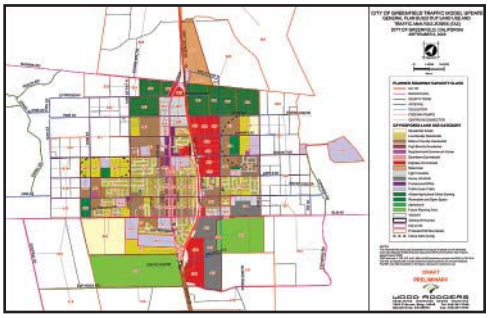
Transportation Engineering

Wood Rodgers provides comprehensive engineering services for transportation projects from inception to completion including local roads, freeways, highways, interchanges, bridges, grade separations, and bicycle and pedestrian facilities. Our approach to any transportation project, large or small, begins with forming a strong understanding of client needs, schedule and budget parameters, and community impacts. Our transportation engineers possess extensive experience and expertise in the design of a safe, attractive, easy-to-navigate and efficient infrastructure and understand transportation's role in improving a community's quality of life. Our experience allows us to manage and execute complex transportation projects at every stage through design excellence, dependable project delivery and exemplary client service.

Our transportation engineering services encompasses many areas, including:

- Route/Corridor Studies
- Local Roads, Streets, Highways, Freeways and Interchanges
- Alternative Modes of Transportation
- Caltrans PSR, PA/ED and PS&E Process
- Geometric Design Solutions
- Traffic Signals
- Bicycle/Pedestrian Signals
- Emergency and Railroad Pre-emption
- Signing and Pavement Delineation
- Ramp Metering
- Street, Walkway, and Bikeway Lighting
- Traffic Control/Management Plans
- Intersection Design
- Roundabouts and Traffic Calming Design
- Context Sensitive Design
- Right-of-Way Engineering
- Safe Routes to Schools
- Value Engineering and Cost Analysis
- Construction Support Services

Professional Services



Transportation Planning

Wood Rodgers provides extensive transportation services performed by a talented and experienced group of motivated engineers and planning professionals. Our staff provides comprehensive "in-house" traffic impact evaluations, travel demand modeling development, and traffic engineering analysis to complement the other wide range of land development and roadway engineering projects.

Traffic Modeling Services

The Wood Rodgers Transportation Planning Division specializes in creation/development, maintenance and update of all scales of travel/traffic demand forecasting models – from small-scale communitywide (Specific Plan, Master Plan) models, to medium-scale citywide models, to large-scale regional/sub-regional models. Our staff is proficient in the use of a variety of transportation planning software including TP+/Viper, CUBE/Voyager, MINUTP, TransCAD and EMME2. As necessary, we also utilize small-area traffic impact study software such as Traffix. Wood Rodgers staff has experience and expertise in developing from "scratch", managing, and updating, as well as comprehensively documenting traffic demand models.

Traffic Study Services

Wood Rodgers takes special pride in the quality, completeness, accuracy and overall usefulness of our comprehensive traffic impact study reports.

- CEQA and NEPA Compliant and AB-1600 Compliant Analysis Methods
- Meeting Local Agency and Caltrans Guidelines for Traffic Impact Studies
- Multi-period Analysis (AM and PM peak hour, annualized average daily traffic, and seasonal peak hour, as relevant)
- Multi-scenario Analysis (Existing conditions, short-term future conditions both without and with proposed project, long-term future conditions both without and with project)
- Multi-modal Analysis (vehicular, truck, bicycle and pedestrian impacts)
- State-of-the-practice Analysis Tools & Procedures (including latest HCM methods)
- Integration Modern Transportation Planning Solution Recommendations Including – Smart Growth, "Traffic Calming" Treatments, and Roundabout Design Concepts
- Integration of Supporting Technologies such as Geographical Information Systems (GIS) and Database Programming
- Reasonable, Realistic, and Implementable Recommendations for Improvements and Mitigation Measures
- Comprehensive Documentation and "Easy to Understand" Reports
- Reasonable and Cost-competitive Traffic Study Budgets
- Traffic Study Schedules that are Sensitive to Agency Review Time as well as Development Interests

Professional Services

Site Design

Wood Rodgers provides a broad spectrum of civil engineering services associated with public and private development projects. Our straightforward approach to design puts talented and practiced engineers in direct contact with clients to determine the scope and design requirements for each project. We are experienced in a full range of professional services including initial feasibility investigations, estimating, design development, construction drawings and specifications, bidding, and construction engineering support.

We are all well versed in working closely with owners, architects, and other consultants to provide comprehensive and well-coordinated project documents. Be it a downtown high rise, a retail center, or a site renovation, we recognize each project as a unique challenge and are attuned to understanding our clients' goals. Our ability to recognize and address individual site topography and infrastructure constraints with cost effective engineering solutions which has resulted in satisfied clients and successful projects. With over a dozen LEED accredited professionals, we are well equipped to serve owners who are interested in either LEED certification or simply incorporating these sustainable design principles into their projects.

Water Resources

Wood Rodgers offers a wide range of water engineering services that include storm water facility analysis and design; flood control facility analysis and design; watershed planning and management; and pipeline and pump plant design.

Our storm water facility design and master planning engineering services encompass everything from small on-site storm water system design to regional storm water master planning studies and design. We have successfully conducted storm water master plans for many large communities in Northern California and Nevada, and have had extensive experience in every aspect of design for on-site commercial and residential development storm water systems.

Wood Rodgers expertise includes floodplain mapping, flood hazard mitigation, reclamation, and levee assessments and improvements. Our personnel possess full capabilities in modeling and analysis using HEC-HMS, HEC-RAS, XP-SWMM, MIKE 11, MIKE 31, MIKE URBAN, MIKE BASIN, FLO 2D along with GIS and others. Wood Rodgers is proficient in FEMA Flood Insurance studies and in processing CLOMRs and LOMRs for local agencies.

Professional Services

Storm Water

Wood Rodgers provides a wide variety of storm water and water quality related services. Services provided are related to municipal storm water programs, construction site storm water management, general water quality services, and industrial storm water activities.

Municipal services provided are typically associated with Phase I and Phase II National Pollutant Discharge Elimination System (NPDES) permit implementation and compliance. Wood Rodgers staff develops Storm Water Management Plans (SWMPs), municipal storm water ordinances, storm water design standards, public outreach activities, illicit discharge programs, site inspection services, construction storm water oversight programs, and regulatory reporting.

The Wood Rodgers Storm Water Team is well versed in all storm water and water quality related regulations. The team has developed good relationships with regulatory agencies which has enabled Wood Rodgers to develop unique solutions to the many storm water and water quality challenges that many municipalities face.

Water Supply

Water is a critical urban resource, and if it is well planned, it can stimulate urban growth and ensure a constant supply of water to customers. Delivering water to customers with the highest quality and reliability is becoming a very complex task that Wood Rodgers has successfully achieved in past projects. Wood Rodgers can help evaluate current systems or engineer new systems and prepare and implement a program that will satisfy customers beyond their expectations.

Wood Rodgers' engineering and program management services related to water management include domestic and recycled water system design, hydraulic network analysis, construction inspection, utility base mapping, source assessments, and improvement plan processing.

Our approach to managing water projects is unique and flexible where we can work as part of an overall team, supplementing existing personnel where needed; or, we can utilize all of our water supply expertise, on the client's behalf, by managing projects completely from start to finish.

Whether the water system is aging and in need of rehabilitation, needs to expand to keep up with development, or needs to meet the latest state and federal regulations, the talented designers, engineers and project managers at Wood Rodgers have the experience, proven ability and desire to find innovative solutions to all water supply challenges.

Professional Services

Structures

The Wood Rodgers Structures Group is a versatile group of design specialists providing structural engineering services for buildings, bridges, water treatment plants, telecommunications towers, hydraulic pump stations, and land development structures. Our staff has served the needs of private development and specialty contractors, as well as, public clients with the state, county, city, and transportation authorities. Whether it is the design of a multi-story building, the retrofit of deficient structures in a seismically active region, or the design of a bridge within a complex multilevel freeway interchange, our solutions always feature state-of-the-art approach and innovation.

Our staff is adept in developing structural projects from conception to final design, bidding, and through construction. Our experience includes the design, rehabilitation, and seismic retrofit of multi-story buildings, participation in design-build projects, and peer review/performance structural plan checks. Our structural team has served the needs of our clients for planning and design of all types of bridges and overpasses, noise barriers, retaining walls and box culverts, and repair or rehabilitation of existing structures. We also specialize in both the funding and application process for Federal Highway Bridge Program as well as performing the design tasks.

Wood Rodgers' structural staff has had key involvement in the design of several light rail transit projects and led structural design efforts in significant design-build projects.

Some of our services include:

- Design, Rehabilitation, and Seismic Retrofit of Ordinary to Signature Bridges
- Design of Rail and Transit Structures
- Design, Rehabilitation, and Seismic Retrofit of Multi-story Buildings
- Retaining Walls, Tieback Walls, and Mechanically Stabilized Embankment (MSE)
- Floodwalls, Hydraulic Structures, Culverts, Junction Boxes, and Sewer Lift Stations
- Substations and Piping Support Structures
- Cost Reduction Incentive Proposal (CRIP) Design and Construction Support
- Design-Build Projects
- Construction Specifications
- Structural Plan Check

Professional Services

Mapping and Surveying

Wood Rodgers offers a wide range of professional mapping and surveying services associated with projects for both public and private clients. The department's primary emphasis is service and timeliness assuring both accuracy and efficiency in all mapping and surveying needs for each client.

Composed of experienced licensed surveyors and survey technicians, our surveying services include terrestrial and aerial topographic surveys, large- and small-scale control surveys, GPS control networks, construction staking, high definition surveying (HDS), writing legal descriptions and accompanying plats, and record utility and title ownership mapping. In addition, our mapping services include American Land Title Association (ALTA) survey plats, Records of Survey, Parcel Maps, Final Maps, and condominium maps. Wood Rodgers' skilled staff is equipped with the latest Trimble Global Positioning System (GPS) receivers, servo-driven Leica total stations, and TDS survey software.

Land Planning

Wood Rodgers offers a unique service to our clients by:

- Integrating creative land planning and urban design with innovative engineering solutions.
- Balancing site constraints and public policy with the client's objectives and goal.
- Helping our clients maneuver through the complex regulatory and entitlement process.

Our planners and technical staff have a diverse range of planning and design expertise, and extensive experience working on complicated, multi-faceted projects.

Our skills and expertise include comprehensive master planning for large-scale communities, conceptual site planning and design for small-scale commercial and urban infill housing sites, preliminary design and grading for hillside residential projects, developing open space and trail plans, preparing specific plans and design guideline documents, and designing tentative subdivision maps. Our land planning and design is supported by our in-house engineering expertise, so that our clients can be confident that they have a plan that is not only visionary but also works. Our skilled staff is well equipped with the tools and knowledge necessary to complete these tasks, and the experience to work through the politically charged process of planning and urban design.

Professional Services

Landscape Architecture

Wood Rodgers' Landscape Architecture Department is formed around the central idea that successful landscape projects promote a sense of well-being through creative and practical solutions. The ability to overlap human-made and natural elements to create an environment that is aesthetically pleasing and functional is the hallmark of our landscape architecture department. Our staff works seamlessly with other designers, engineers, public agencies, and private clients and approaches each project by assessing the needs of the client within the community context and environmental constraints.

Successful projects happen when the details are carefully considered. Our staff's expertise in cost estimating, feasibility design, adhering to a specified budget, consideration to overall maintenance, friendly design through plant and construction material selection, and hardscape detailing contribute to a successful project.

LEED and Sustainable Design

With more than a dozen LEED Accredited Professionals on staff, Wood Rodgers is committed to integrating green planning, design and building principles to produce projects that are environmentally sensitive and sustainable to future generations.

As a firm with a planning group versed in environmental design, the incorporation of sustainable measures within our work is a longstanding and regular extension of what we do. On recent projects we have designed sustainable/green features to decrease polluted storm water runoff, control erosion and sedimentation, and improve air quality -- meeting or exceeding the United States Environmental Protection Act's standards in these areas. We have planned many transit-oriented and pedestrian-friendly communities that provide for human scale, civic identity and ecological sustainability. We routinely implement the principles of New Urbanism and Low Impact Development (LID) into our work and have numerous projects underway that are planned and designed to obtain LEED certification by the U.S. Green Building Council.

Our multi-disciplinary approach to design makes us particularly well-suited to promote and explore sustainable planning and engineering projects.

Our approach considers and incorporates the financial, social, cultural, and environmental aspects of clients' projects while integrating energy efficient design, smart growth and green building principles. We regularly seek ways to maximize natural evapo-transpiration, water conservation, and the use of new resource-efficient technologies -- aiming to optimize the use of resources over the life of our projects.

Professional Services

Geotechnical

Wood Rodgers' Geotechnical Service Department believes that when it comes to the structure of a building and planning, it is what is below the surface that matters most. Our team of geotechnical engineers are experienced in subsurface investigations and engineering analysis.

We provide services to a wide scope of clients within the commercial, public, mining, industrial and residential sectors, and have the ability to resolve most subsurface engineering challenges. Our comprehensive project background also enables us to identify cost effective and reliable solutions early in project development, while meeting the highest quality standards.

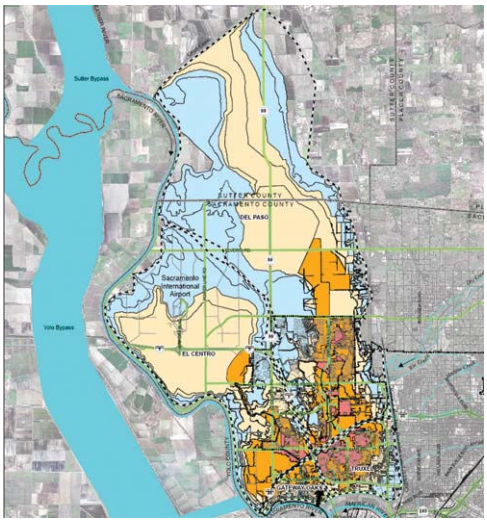
We have an AASHTO Accredited Materials Reference Laboratory (AMRL); Cement and Concrete Reference Laboratory (CCRL); Certified Materials Testing Lab; and Geotechnical Engineering Department that is capable of performing a full range of services including geotechnical site investigation and sampling of subsurface native soils for classification for construction design purposes. This provides our clients with information about the type of soils and aggregates that will be encountered when job site construction begins. From our test results, the engineer can determine if the in-place materials are suitable for future roadways and structures construction, ensuring a stable subsurface.

Environmental

Increasing concern for resource protection has changed the way the public and government agencies evaluate projects and the methodology used to approach projects. Wood Rodgers environmental team is comprised of staff with extensive experience in evaluating and preparing environmental documents while complying with the National Environmental Policy Act (NEPA) and other local jurisdictions. Our team's past and current efforts have successfully assisted local, state, and federal agencies to meet both project implementation goals and regulatory requirements.

Our team of specialists is skilled at providing scientifically sound technical studies and defining practical, cost-effective and innovative solutions to aggressively resolve complex environmental concerns.

Professional Services



Geographic Information Systems (GIS)

Geographic Information System (GIS) provides a powerful integration platform for Wood Rodgers to display and analyze project information. Our clients realize the benefits of these GIS capabilities in enhanced project analysis, modeling, and visualizing map data to achieve their planning and management goals and objectives.

As an ESRI partner, our GIS Department readily integrates existing spatially referenced data with precise and up-to-date project information in the disciplines of surveying, mapping, planning, and water resources.

Our GIS specialists perform sophisticated analysis using standard GIS processing data, tools, and models, including ESRI ArcGIS software and extensions, AutoCAD Map, as well as integrated water and storm water modeling packages, to produce innovative map products and technical reports.

Combining the technical abilities of our staff with state-of-the-art technology and information ensures that Wood Rodgers can efficiently and effectively meet our clients' growing GIS needs.

EXHIBIT "B"

WOOD RODGERS

SACRAMENTO FEE SCHEDULE
Effective January 1, 2013

CLASSIFICATION	STANDARD RATE
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*II	$195
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*	$160
Associate Engineer/Hydrogeologist/Surveyor/Planner/GIS/LA* II	$150
Associate Engineer/Hydrogeologist/Surveyor/Planner/LA*/GIS	$140
Engineer/Hydrogeologist/Surveyor/Planner/GIS/LA* III	$130
Engineer/Hydrogeologist/Surveyor/Planner/GIS/LA* II	$120
Engineer/Hydrogeologist/Surveyor/Planner/GIS/LA* I	$105
Assistant Engineer	$90
CAD Technician III	$100
CAD Technician II	$90
CAD Technician I	$80
Project Coordinator	$80
Administrative Assistant	$70
Resident Engineer	$135
Construction Project Manager	$95
2 Person Survey Crew	$230
3 Person Survey Crew	$310
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 56.5 cents per mile.

**Survey Rates subject to change March 1, 2013

Fee Schedule subject to change January 1, 2014.

MEMORANDUM

DATE: March 4, 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 – CLEANUP ITEM**

RECOMMENDATION

Adopt Resolution 31-2013.

RESULT OF RECOMMENDED ACTION

Resolution 21-2013 will be nullified and 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 $900,000 to maintain all landscaped medians and roadway frontages owned by the City of Rancho Cordova.

BACKGROUND

Resolution 21-2013 was adopted by Council on February 19, 2013. Staff found an error in the resolution language and is introducing Resolution 31-2013 for adoption as a cleanup of the resolution language.

Contract 10-2013 is the same General Services Agreement for Landscape Maintenance Services, approved by Council on February 19, 2013 by Resolution 21-2013, for an amount not to exceed nine hundred thousand ($900,000) Dollars. Resolution 31-2013, if adopted, nullifies Resolution 21-2013 and 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 31-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 31-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA NULLIFYING RESOLUTION 21-2013 AND 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 Council adopted Resolution 21-2013 authorizing execution of Contract 10-2013 on February 19, 2013, which contained language that mistakenly stated the terms of the contract; and

WHEREAS, This resolution nullifies Resolution 21-2013 and authorizes execution of Contract 10-2013, a General Services Agreement with Roush Landscape Services for a period of three years in an amount not-to-exceed Nine Hundred Thousand ($900,000) Dollars for landscape maintenance services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does nullify Resolution 21-2013 and authorizes the City Manager to execute Contract 10-2013, **EXHIBIT 1**, with Roush Landscape Services in an amount not to exceed Nine Hundred Thousand ($900,000) Dollars 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

CONTRACT NO.: 10-2013

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.

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. NONDISCRIMATION 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

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: _____	By: _____
Ted A. Gaebler, City Manager	Richard Roush, Owner

Date:_____ Date:_____

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

ATTEST:

By: _____
Mindy Cuppy, CMC, City Clerk

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: Roush Landscape Services

Primary Contact: Richard Roush Title: Owner

Business Address: 9989 Sterling Park Dr.

City, State, Zip: Sac. Ca 95827

Telephone No.: 916-835-2569 Fax No: 916-366-6046

Email Address: Roushlandscape@SBCGlobal.net

Website Address:

Authorized Signature: Richard Roush

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

Area Location Name	Monthly Maintenance Cost	Total Annual Amount
1. California Jazz		
Base bid for the term of the contract	$ 500.00 per month:	$ 6000.00
2. Capital Center II		
Base bid for the term of the contract	$ 2,300 per month:	$ 27,600.00
3. Capital Center II (Zinfandel)		
Base bid for the term of the contract	$ 400.00 per month:	$ 4,800.00
4. Capital Village I		
Base bid for the term of the contract	$ 1200.00 per month:	$ 14,400.00
5. Citrus Rd		
Base bid for the term of the contract	$ 400.00 per month:	$ 4,800.00
6. Coloma Rd (Dolecetto to Malaga medians)		
Base bid for the term of the contract	$ 400.00 per month:	$ 4,800.00
7. Coloma Rd (Sunrise to Truckee River)		
Base bid for the term of the contract	$ 800.00 per month:	$ 9,600.00
8. Coloma Rd Frontages		
Base bid for the term of the contract	$ 625.00 per month:	$ 7,500.00
9. Coloma/Chase		
Base bid for the term of the contract	$ 200.00 per month:	$ 2,400.00
10. Ellenwood		
Base bid for the term of the contract	$ 200.00 per month:	$ 2,400.00
11. Folsom Blvd South Frontages		
Base bid for the term of the contract	$ 1200.00 per month:	$ 14,400.00
12. Folsom Blvd Medians		
Base bid for the term of the contract	$ 1200.00 per month:	$ 14,400.00
13. Hogarth Dr		
Base bid for the term of the contract	$ 200.00 per month:	$ 2,400.00
14. International Dr/Mather Field		
Base bid for the term of the contract	$ 1,200.00 per month:	$ 14,400.00
15. Mather Field Rd (medians)		
Base bid for the term of the contract	$ 300.00 per month:	$ 3,600
16. Sunrise Blvd (Gold Country to Hwy 50)		
Base bid for the term of the contract	$ 700.00 per month:	$ 8,400.00
17. International Bridge (Kilgore to Sunrise)		
Base bid for the term of the contract	$ 300.00 per month:	$ 3,600.00

18. Routier Rd Frontage

Base bid for the term of the contract	$ 200.00 per month:	$ 2,400.00

19. Routier Rd Over Crossing

Base bid for the term of the contract	$ 300.00 per month:	$ 3,600.00

20. Sunrise Blvd (Folsom to Douglas medians)

Base bid for the term of the contract	$ 700.00 per month:	$ 8,400.00

21. White Rock Rd (medians)

Base bid for the term of the contract	$ 650.00 per month:	$ 7,800.00

22. White Rock Rd (frontage of Costco)

Base bid for the term of the contract	$ 200.00 per month:	$ 2,400.00

23. Zinfandel Dr at Mitchell School

Base bid for the term of the contract	$ 200.00 per month:	$ 2,400.00

24. Folsom Blvd (Sunrise to Hazel)

Base bid for the term of the contract	$ 650.00 per month:	$ 7,800.00

25. Folsom Blvd North Frontage

Base bid for the term of the contract	$ 400.00 per month:	$ 4,800.00

26. Folsom Blvd South Frontage (unirrigated)

Base bid for the term of the contract	$ 400.00 per month:	$ 4,800.00

Unscheduled (extra) Work:	**$100,000.00**

Base Bid Grand Total:	**$ 289,900.00**

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. Discontinued	1 ea	—
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 ½"	1 ea	157.00
23.	Drip irrigation pressure regulator 1 ½".	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 ½" 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	38.00
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 is 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:

- Deites
- 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 is 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 Manger.

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 is 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 read 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 plans 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 Contractors 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 contral 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

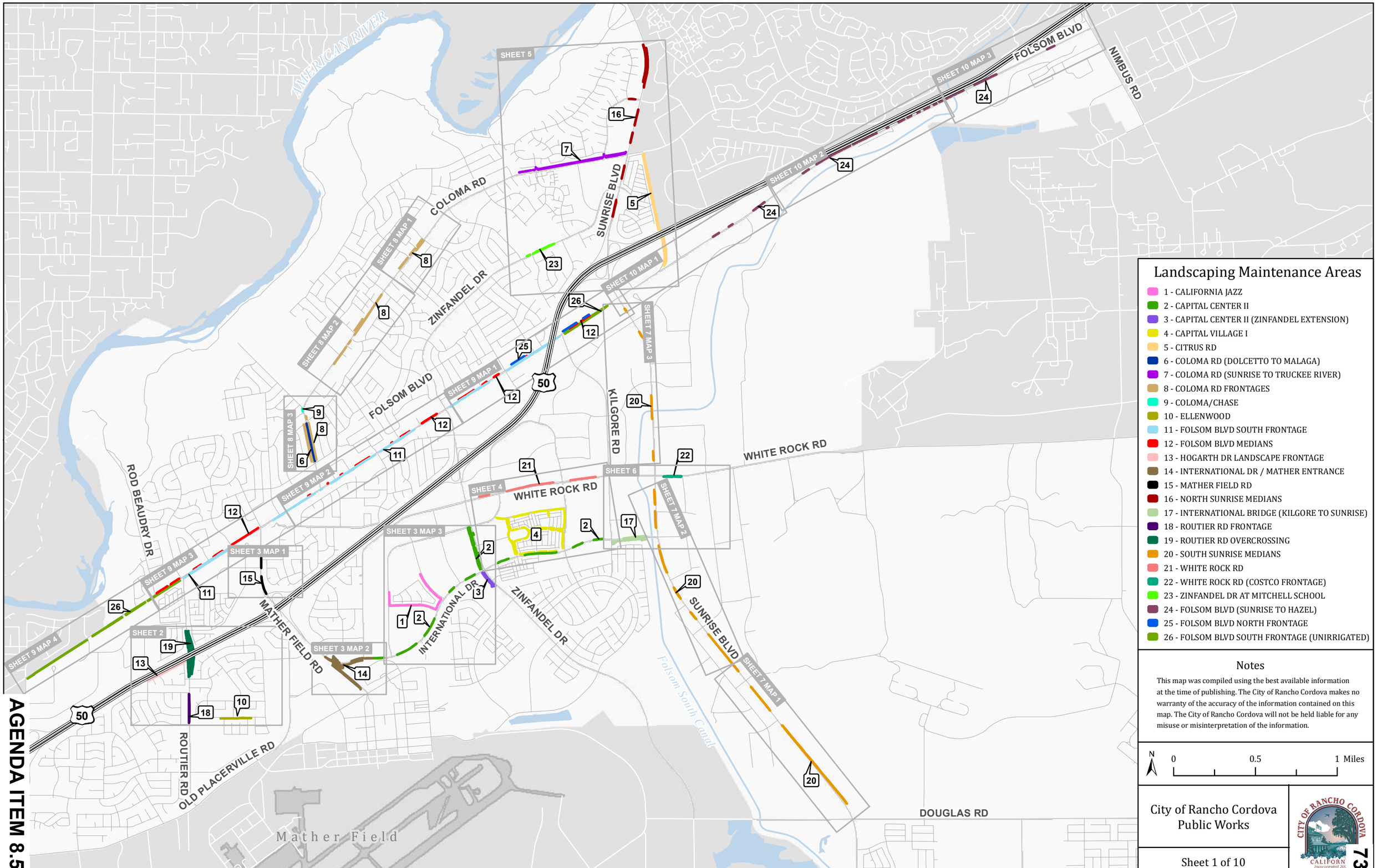
Bi-monthly: All trees and shrubs shall be watered **two (2) times per month**, between June 1 and September 30 of each year for the entire contract term. No weekend watering shall be permitted.

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			



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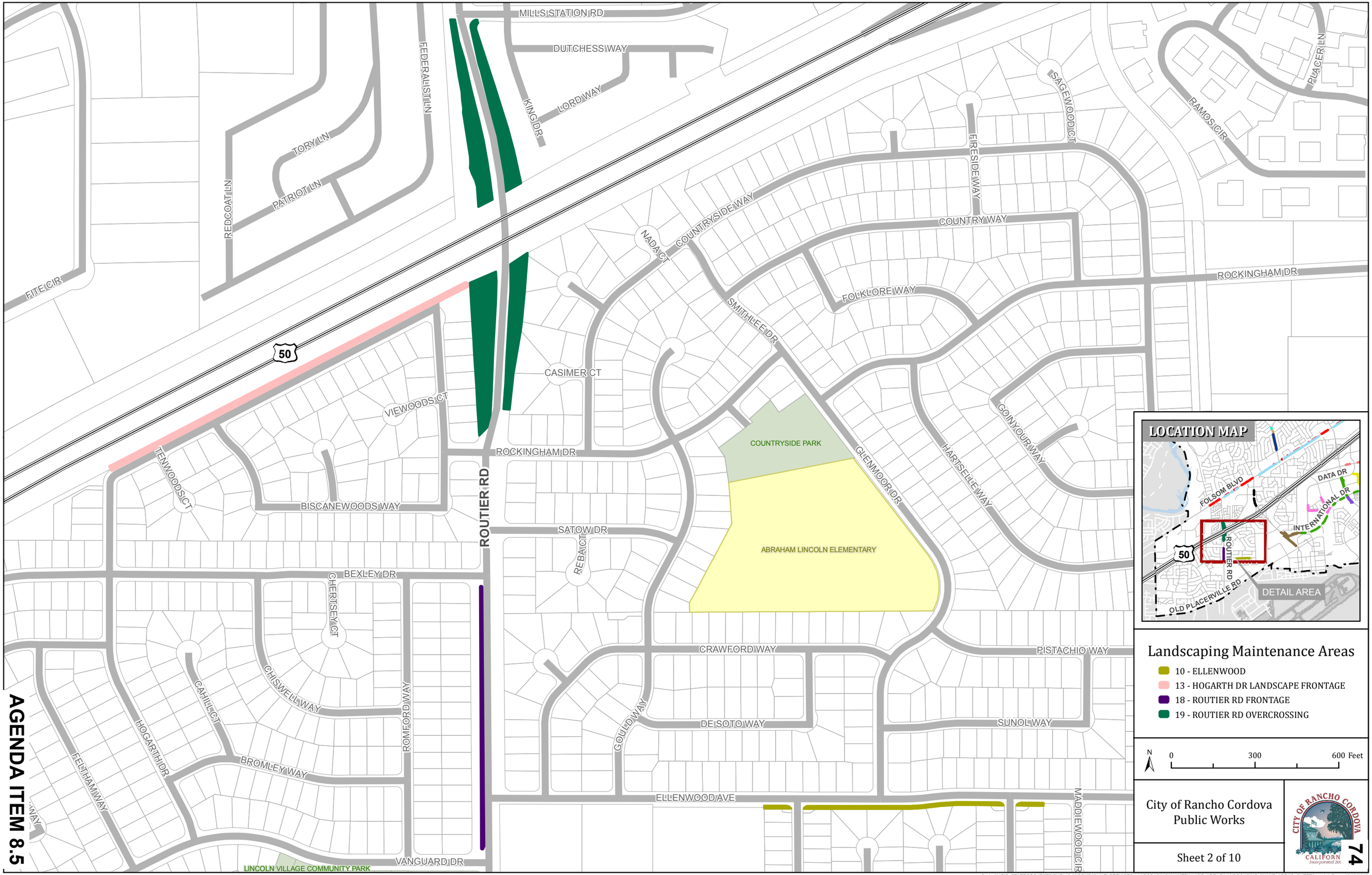

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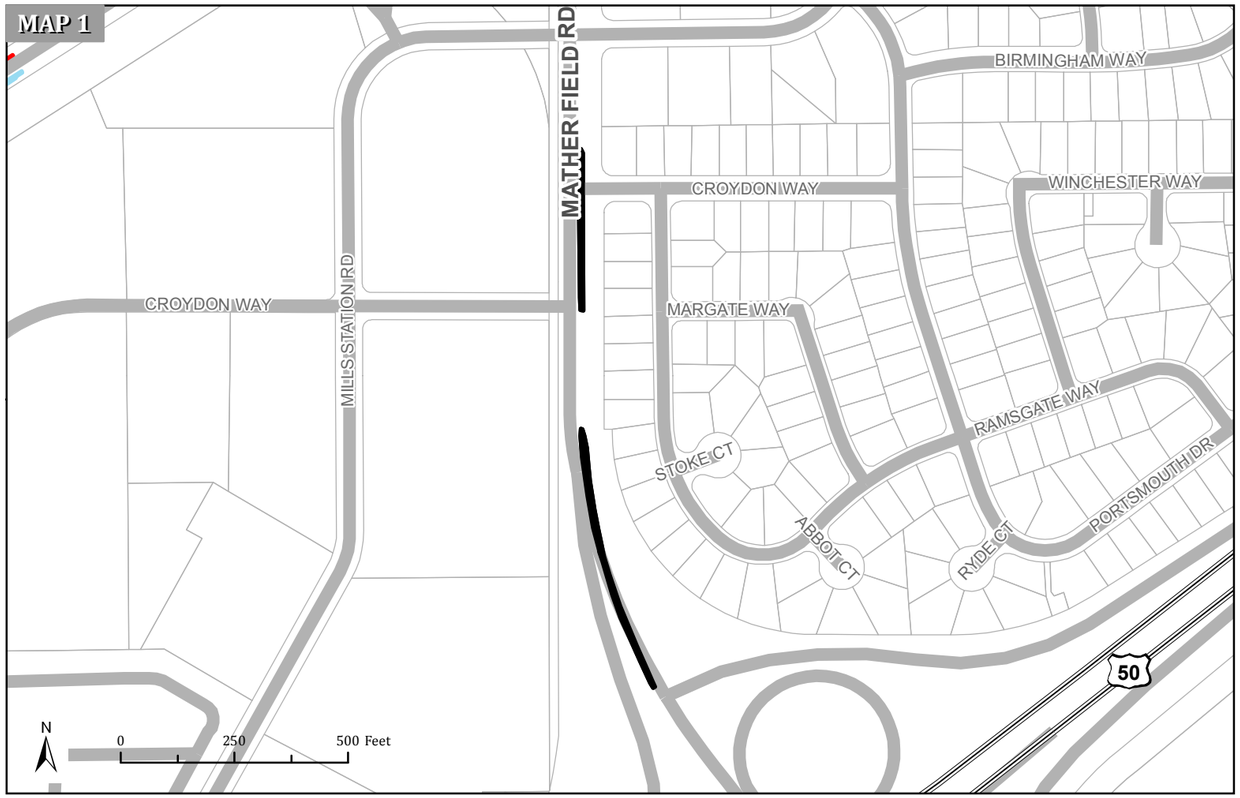

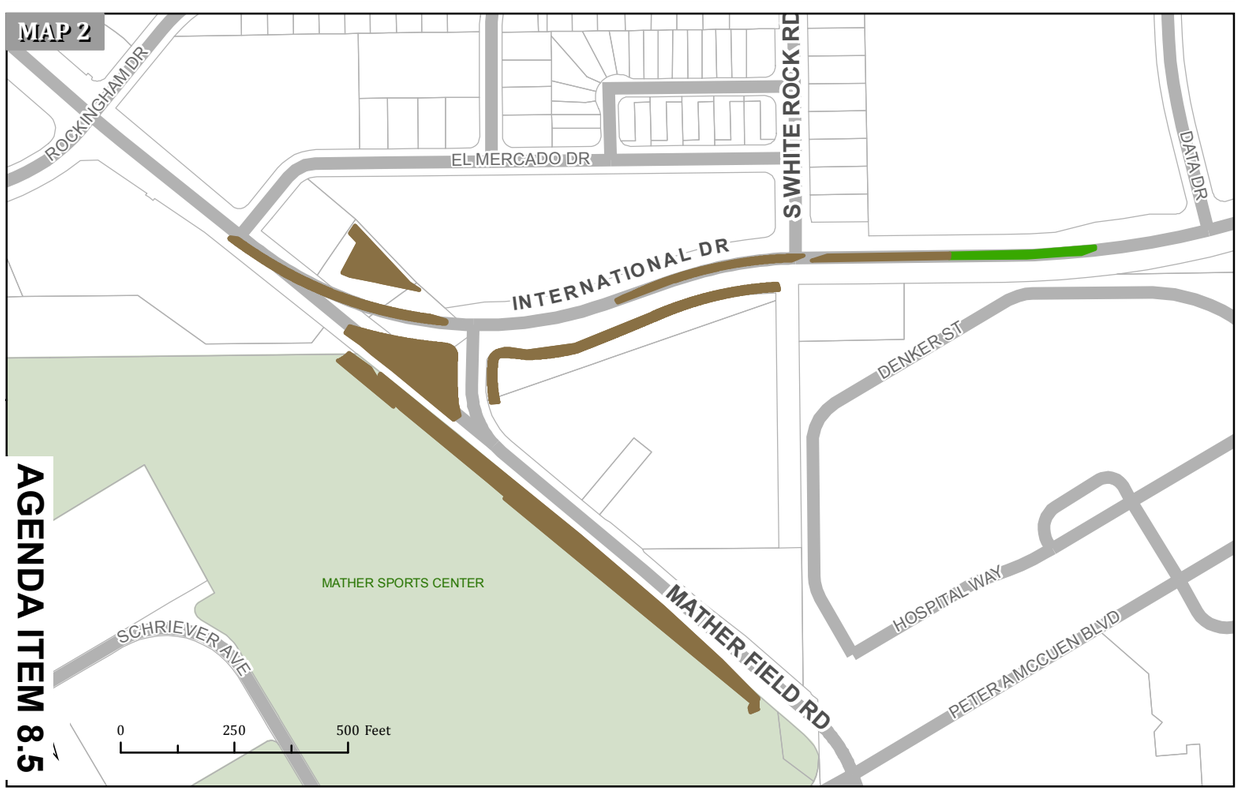

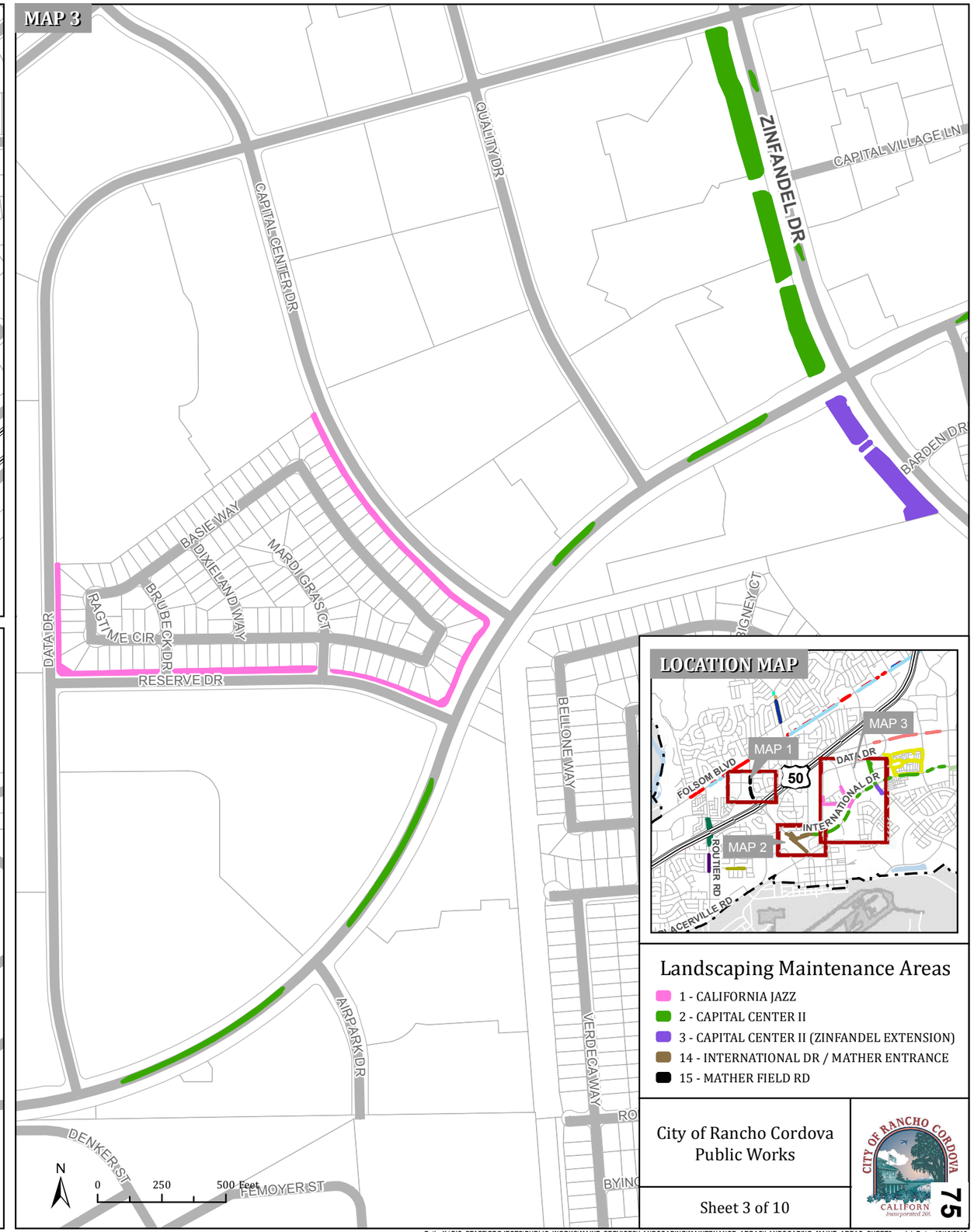

Landscaping Maintenance Areas

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

City of Rancho Cordova
Public Works

Sheet 3 of 10

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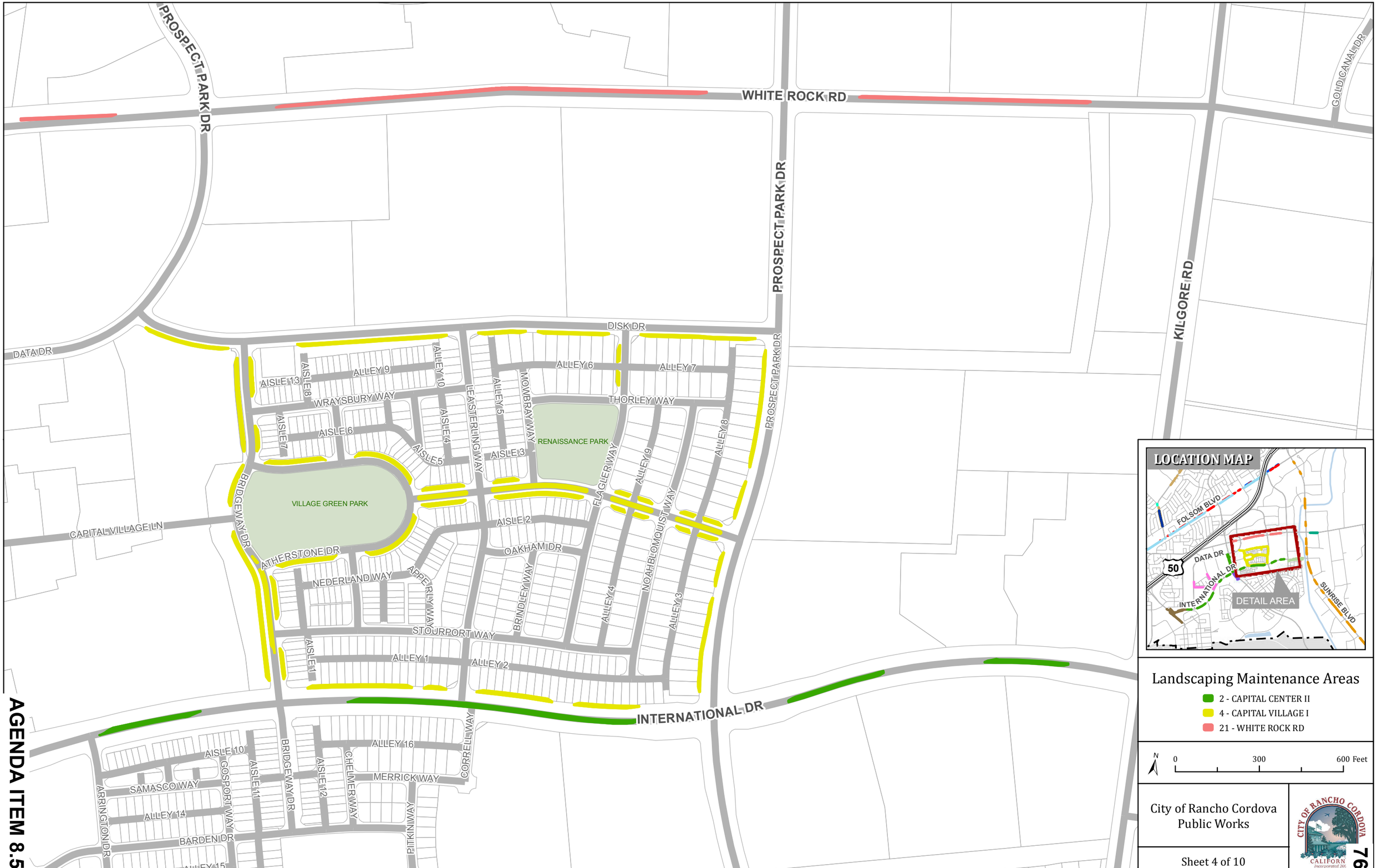
WHITE ROCK RD
PROSPECT PARK DR
KILGORE RD
GOLD CANAL DR
DISK DR
DATA DR
ALLEY 9
ALLEY 10
ALLEY 6
ALLEY 7
AISLE 13
AISLE 8
WRAYSBURY WAY
THORLEY WAY
LEASTERLING WAY
ALLEY 5
MOWBRAY WAY
AISLE 7
AISLE 6
AISLE 4
AISLE 5
AISLE 3
RENAISSANCE PARK
ALLEY 8
ALLEY 9
FLAGLER WAY
VILLAGE GREEN PARK
BRIDGEWAY DR
CAPITAL VILLAGE LN
AISLE 2
NOAH BLOMQUIST WAY
OAKHAM DR
ATHERSTONE DR
NEDERLAND WAY
APPERLY WAY
BRINDLEY WAY
ALLEY 4
ALLEY 3
STOURPORT WAY
AISLE 1
ALLEY 1
ALLEY 2
INTERNATIONAL DR
ALLEY 16
CORRELLI WAY
AISLE 10
GOSPORT WAY
AISLE 11
BRIDGEWAY DR
AISLE 12
CHELMER WAY
MERRICK WAY
SAMASCO WAY
ARRINGTON DR
ALLEY 14
BARDEN DR
PITKIN WAY
ALLEY 15
LOCATION MAP
FOLSOM BLVD
50
DATA DR
INTERNATIONAL DR
DETAIL AREA
SUNRISE BLVD
Landscaping Maintenance Areas
2 - CAPITAL CENTER II
4 - CAPITAL VILLAGE I
21 - WHITE ROCK RD
N
0
300
600 Feet
City of Rancho Cordova
Public Works
Sheet 4 of 10
CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2006
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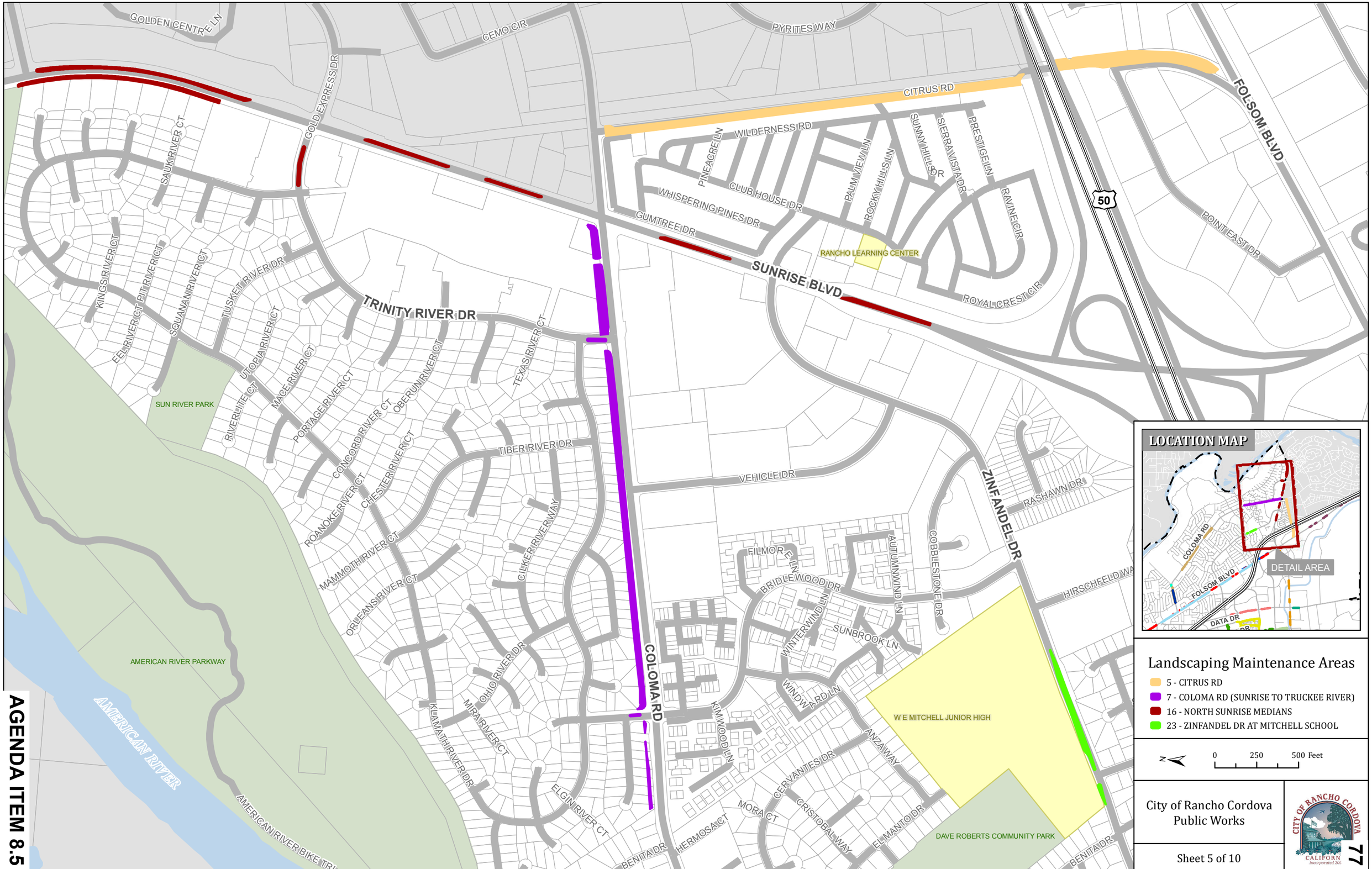
GOLDEN CENTRE LN
CEMO CIR
PYRITES WAY
CITRUS RD
FOLSOM BLVD
GOLD EXPRESS DR
SAUK RIVER CT
WILDERNESS RD
PINEACRE LN
CLUB HOUSE DR
WHISPERING PINES DR
GUMTREE DR
PALM VIEW LN
ROCKY HILLS LN
SUNNY HILLS DR
SIERRA VISTA DR
PRESTIGE LN
RAVINE CIR
ROYAL CREST CIR
RANCHO LEARNING CENTER
SUNRISE BLVD
50
POINT EAST DR
KINGS RIVER CT
PIT RIVER CT
EEL RIVER CT
SQUAW RIVER CT
TUSKEET RIVER DR
TRINITY RIVER DR
UTOPIA RIVER CT
MACE RIVER CT
PORTAGE RIVER CT
OBERUN RIVER CT
TEXAS RIVER CT
SUN RIVER PARK
RIVERSIDE CT
CONCORD RIVER CT
CHESTER RIVER CT
TIBER RIVER DR
ROANOKE RIVER CT
MAMMOTH RIVER CT
ORLEANS RIVER CT
CLIKER RIVER WAY
VEHICLE DR
ZINFANDEL DR
RASHAWN DR
COBBLESTONE DR
AUTUMN WIND LN
FILMORE LN
BRIDLEWOOD DR
WINTERWIND LN
SUNBROOK LN
HIRSCHFELD WAY
AMERICAN RIVER PARKWAY
OHIO RIVER DR
COLOMA RD
KIMWOOD LN
WINDWARD LN
W E MITCHELL JUNIOR HIGH
KLAMATH RIVER DR
MIRA RIVER CT
ANZA WAY
CERVANTES DR
AMERICAN RIVER
ELGIN RIVER CT
MORA CT
CRISTOBAL WAY
ELMANTO DR
DAVE ROBERTS COMMUNITY PARK
AMERICAN RIVER BIKE TRL
HERMOSA CT
BENITA DR
LOCATION MAP
COLOMA RD
FOLSOM BLVD
DATA DR
DETAIL AREA
Landscaping Maintenance Areas
5 - CITRUS RD
7 - COLOMA RD (SUNRISE TO TRUCKEE RIVER)
16 - NORTH SUNRISE MEDIANS
23 - ZINFANDEL DR AT MITCHELL SCHOOL
N
0
250
500 Feet
City of Rancho Cordova
Public Works
Sheet 5 of 10
CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2006
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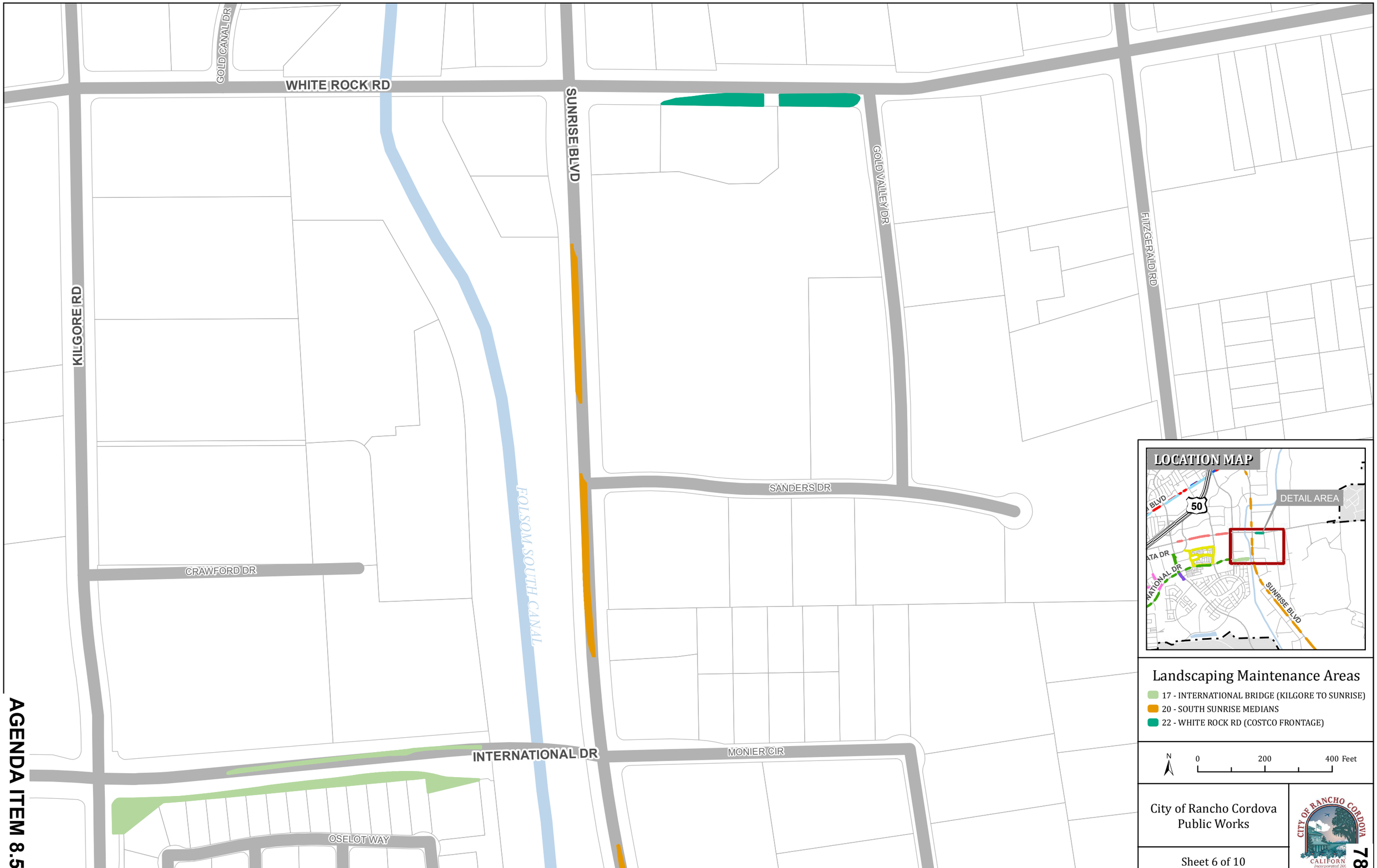

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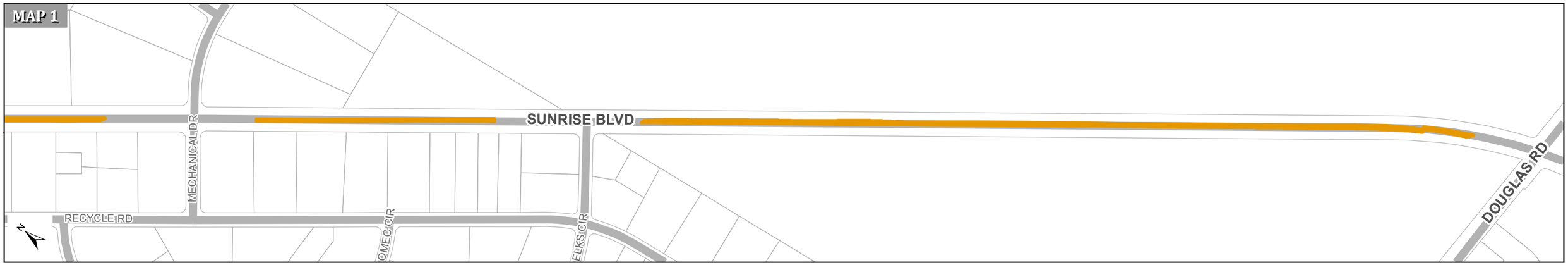

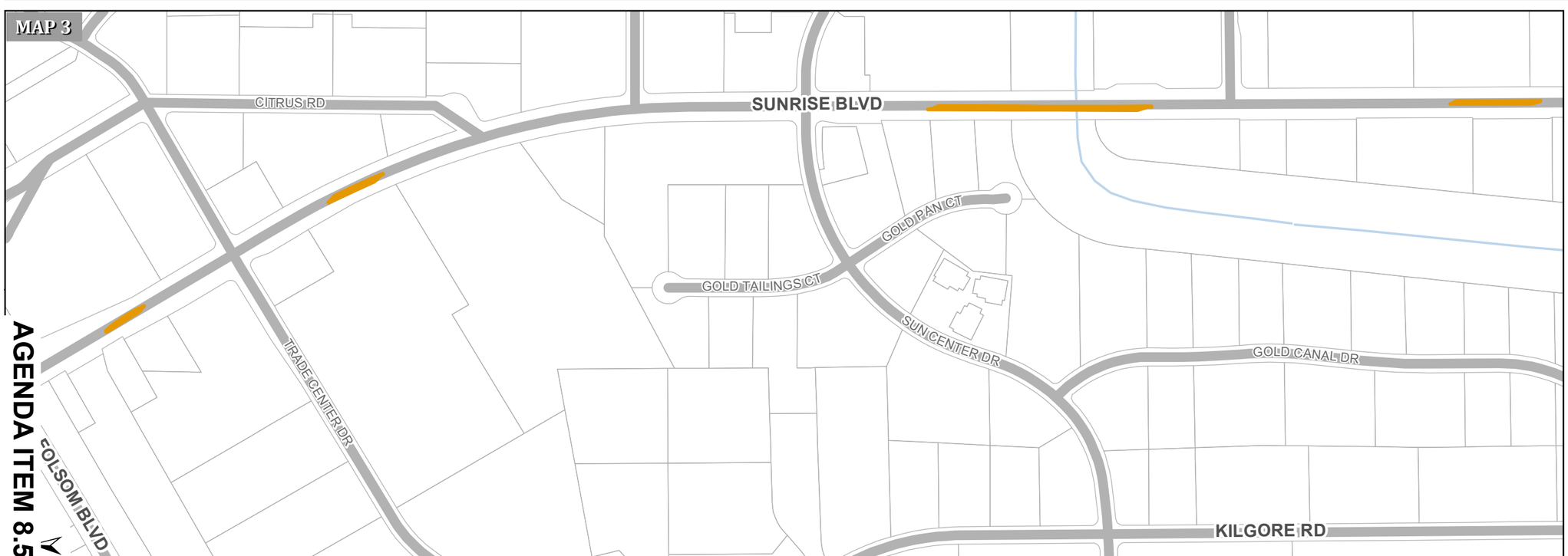

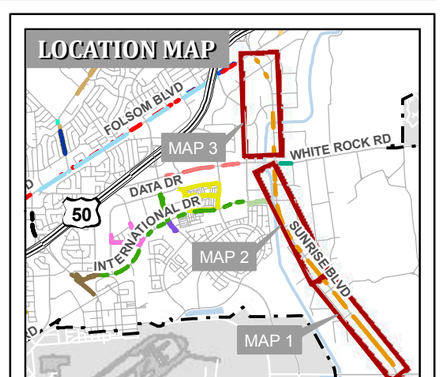

Landscaping Maintenance Areas

20 - SOUTH SUNRISE MEDIANS

0 400 800 Feet

City of Rancho Cordova
Public Works

Sheet 7 of 10

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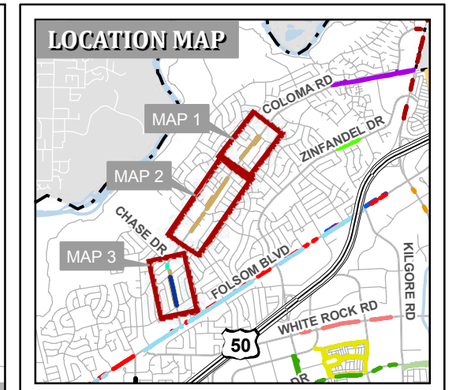

Landscaping Maintenance Areas

- 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

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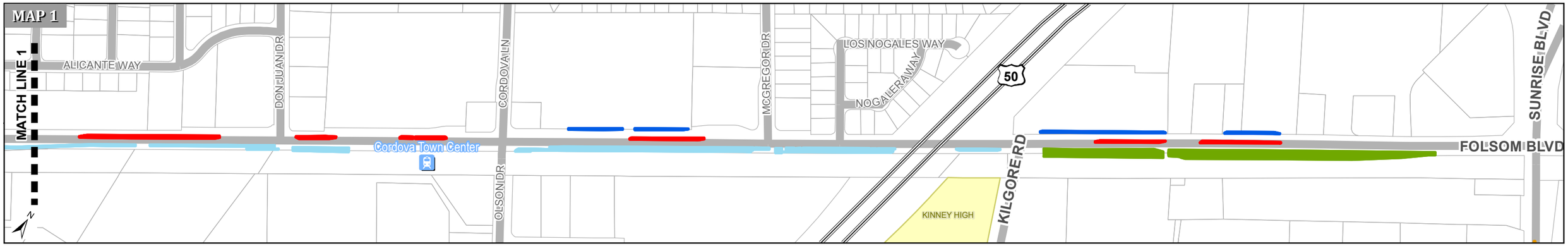
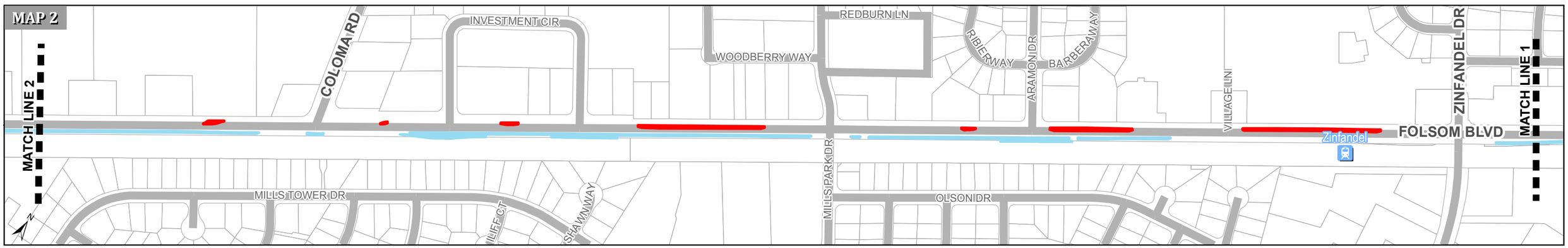
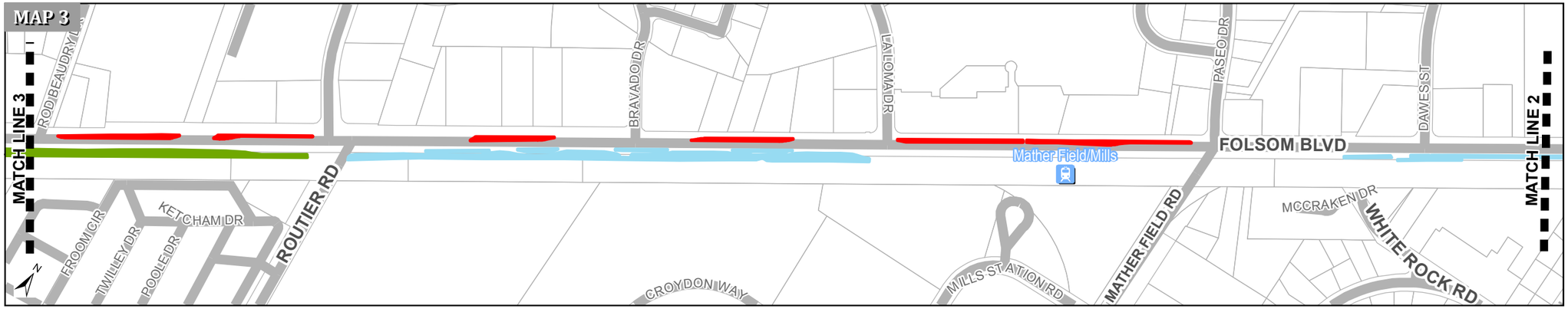
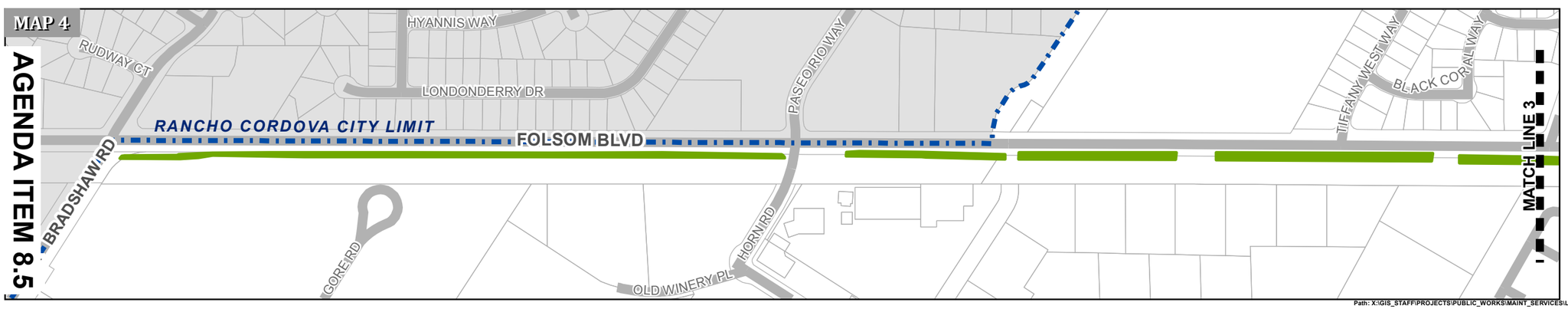
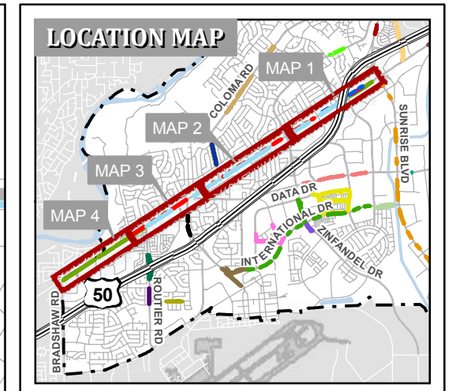










Landscaping Maintenance Areas

- 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

AGENDA ITEM 8.5

Path: X:\GIS_STAFF\PROJECTS\PUBLIC_WORKS\MAINT_SERVICES\LANDSCAPING\MAINTENANCE_AREAS\LANDSCAPING_MAINT_AREAS_SHEET9.mxd | Date: 12/17/2012

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

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 Subrogration. Contractor hereby agrees to waive subrogration 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

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: March 4, 2013

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager

SUBJECT: **A RESOLTUION AUTHORIZING THE CITY MANAGER TO EXECITE SECOND AMENDMENT AND RESTATEMENT OF MEMORANDUM OF UNDERSTANDING (MOU) AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA RECREATION AND PARK DISTRICT TO EXTEND THE EXPIRATION DATE TO JUNE 30, 2013**

RECOMMENDATION

Adopt Resolution No. 30-2013

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will extend the MOU's April 30, 2012 expiration date to June 30, 2013. This extension will allow Cordova Recreation and Park District ("Park District") to complete the Hagan Park Picnic Pavilion project.

BACKGROUND

Rancho Cordova ("City") has entered into a number of development agreements since its incorporation in 2003. The City development agreements include a provision in which the developer agrees to pay the City a fee which the City will use to renovate, repair, improve or maintain existing parks in the City.

On February 2, 2006, the City entered into an agreement with the Park District for the completion of three conceptual master plans in the amount of $500,000 and Americans with Disabilities Act remediation projects in six neighborhood parks located in the City in the amount of $500,000, for a total of $1,000,000 of projects.

Since the original MOU was entered into, the City and the Park District met to discuss possible changes to the projects to: 1) repurpose some of the funds to other projects and 2) appropriate additional funds that have since been collected. These changes allowed the Park District, in partnership with the City, to complete projects that were more construction-oriented than planning-oriented and more adequately and immediately served the residents of the City.

On September 7, 2010, the City Council authorized City staff to repurpose the funds for other projects and provided the Park District with and additional $1,500,000, for an amended not to exceed amount of $2,500,000 for the completion of the following projects:

1. Conceptual Master Plan for the renovation of Dave Roberts Community Park and Lincoln Village Park
2. Americans with Disabilities Act (ADA) remediation projects in six neighborhood parks located in the City of Rancho Cordova
3. Mather Sports Center II Improvements
4. White Rock Park Renovations
5. Strategic Master Plan
6. Hagan Park Picnic Pavilion

Since the amended MOU was entered into, the Park District completed all but the Hagan Park Picnic Pavilion project prior to the MOU's April 30, 2012 expiration date. The Park District has started construction on this project and wishes to use park renovation funds to cover a portion of the project cost. In order for this to occur, the Park District has asked the City to extend the expiration date of the MOU from April 30, 2012 to June 30, 2013. The Park District Board of Directors approved the second amendment to the MOU on February 20, 2013.

ATTACHMENTS

1. Resolution No. 30-2013
2. Second Amendment to Memorandum of Understanding

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 30-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE SECOND AMENDMENT AND RESTATEMENT OF MEMORANDUM OF UNDERSTANDING (MOU) AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA RECREATION AND PARK DISTRICT (CRPD) TO EXTEND THE EXPIRATION DATE TO JUNE 30, 2013

WHEREAS, the City of Rancho Cordova ("City") was incorporated on the expectation that it would provide outstanding public amenities throughout the community, including both existing and newly developed areas; and

WHEREAS, the City has entered into a number of development agreements since its incorporation in 2003 which include a provision in which the developer agrees to pay the City a fee which the City will use to renovate, repair, improve, or maintain existing parks in the City; and

WHEREAS, on February 6, 2006, the City entered into a Memorandum of Understanding (MOU) with the Cordova Recreation and Park District ("Park District") for the implementation of the City Council's initial conceptual approval of four (4) projects to improve existing parks in an amount not to exceed $1,000,000; and

WHEREAS, the Parties met to discuss possible changes to the four (4) projects after the MOU was entered into, which lead to an amendment of the MOU; and

WHEREAS, on September 7, 2010, the City approved the first amendment and restatement of the MOU, authorizing staff to repurpose funds to other projects and provided the Park District with an additional $1,500,000, for an amended not to exceed amount of $2,500,000, allowing the Park District to complete projects that were more construction-oriented than planning-oriented and better served the residents of the City; and

WHEREAS, prior to the expiration of the amended MOU, the Park District successfully completed all but the Hagan Park Picnic Pavilion project ("Hagan Park Project"); and

WHEREAS, the Park District has now entered into the construction phase of the Hagan Park Project and wishes to extend the term of the MOU to June 30, 2013.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to sign the Second Amendment and Restatement of Memorandum of Understanding (MOU) **(Exhibit 1)** between the City and the Park District extending the term of the MOU to June 30, 2013, to allow the Park District the additional time it needs to complete the Hagan Park Project.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2

SECOND AMENDMENT AND RESTATEMENT OF MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA RECREATION AND PARK DISTRICT

This Second Amendment to and Restatement of the Memorandum of Understanding and Cooperative Agreement ("Amendment" or "Agreement") by and between the City of Rancho Cordova ("City"), a municipal corporation, and the Cordova Recreation and Park District ("Park District"), a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, et seq.), together the City and the Park District are the "Parties", is entered into this ___day of _____, 2013 based on the facts and for the purposes set forth in the following recitals.

RECITALS

A. The vision of the City Council and its partners in the development community is that new development in Rancho Cordova will improve the lives of the City's existing residents.

B. Rancho Cordova has entered into a number of development agreements since its incorporation in 2003.

C. Rancho Cordova's development agreements include a provision in which the developer agrees to pay the City a fee which the City will use to renovate, repair, improve, or maintain existing parks in the City.

D. On February 6, 2006, the City and the Park District entered into a Memorandum of Understanding, Contract 161-2006, ("MOU") specifying how funds collected for existing park renovations would be spent for the four (4) Projects in an amount not to exceed $1,000,000.

E. Since the MOU was entered into, the Parties met frequently to discuss possible changes to the four (4) Projects. The discussions between the City and the Park District lead to an amendment of the MOU.

F. On September 7, 2010, the City Council approved the MOU, authorizing City staff to provide the Park District with an additional $1,500,000, for an amended not to exceed amount of $2,500,000 from the money collected from park renovation fees to spend to complete the following Projects:

1. Conceptual Master Plan for the renovation of Dave Roberts Community Park and Lincoln Village Park in the amount of $92,082.
2. Americans with Disabilities Act remediation project in six neighborhood parks located in the City of Rancho Cordova in the amount of $600,000.
3. Mather Sports Center II Improvements in the amount of $425,000.
4. White Rock Park Renovation in the amount of $1,000,000.
5. Strategic Master Plan in the amount of $50,000.
6. Hagan Park Picnic Pavilion in the amount of $300,000.

G. The amended MOU accomplished the goals of the City Council by authorizing fees generated by the City's partnership with developers of new housing in the City to be spent on improving existing parks for the residents in existing neighborhoods of Rancho Cordova.

H. Since the MOU was entered into, the Park District successfully completed all but the Hagan Park Picnic Pavilion project prior to the expiration of the MOU. The Park District has now entered the construction phase for this project and wishes to extend the term of the MOU to June 30, 2013.

I. The City and the Park District wish to enter into this Second Amendment ("Amendment" or "Agreement") in order to provide the Park District the additional time it needs to complete the Hagan Park Picnic Pavilion project.

AGREEMENT:

NOW, THEREFORE, in consideration of the provisions of this Second Amendment, both the City and the Park District agree to amend and restate the MOU as follows:

1. **Projects.** The funds that are the subject of this Amendment shall be used by the Park District exclusively for the completion of the following six (6) Projects:

   A. Conceptual Master Plan for the renovation of Dave Roberts Community Park in the amount of $74,528 and $17,554 for nominal work on the Conceptual Master Plan for the renovation of Lincoln Village Community Park, for a total project cost of 92,082.

   This project is complete. Invoices and payments were received and processed to the satisfaction of both parties.

   B. Americans with Disabilities Act remediation project in six neighborhood parks located in the City of Rancho Cordova in the amount of $600,000.

   1. Ahlstrom Park
   2. Taylor Park
   3. Countryside Park
   4. Sunriver Park
   5. Larchmont-Rossmoor Park
   6. Federspiel Park

   This project is complete. Construction renovation for Parks 1-6 is complete and Park District has satisfactorily invoiced and the City has paid for a portion of the work.

   C. Mather Sports Center Phase II Improvements, including but not limited to the development of a second soccer field, parking lot, and landscape improvements in the amount of $425,000 is complete and the Park District has satisfactory invoiced and the City has paid for the work.

   D. White Rock Park Renovation in the amount of $1,000,000 is complete and the Park District has satisfactory invoiced and the City has paid for the work.

E. Strategic Master Plan in the total amount of $50,000, an amount that is less than or equal to the cost of the portion of the Strategic Master Plan that will benefit "Riverside" Rancho Cordova, is complete and the Park District has satisfactory invoiced and the City has paid for the work.

F. Hagan Park Picnic Pavilion which may generally include shade structure(s), sink(s), picnic tables, drinking fountain, and barbeque(s) in the amount of $300,000, as further described in **Exhibit A** of this Agreement.

2. **Project Costs.**

It is acknowledged the amounts listed in Section 1 are estimates and therefore a variance of +/- ten percent (10%) for each individual Project is acceptable and does not require separate action or amendment. However, the total amount of Park Renovation Fees subject to the provisions of this Amendment shall not exceed $2,500,000, unless otherwise amended.

3. **Working Capital Advance.**

Acknowledging Park District concerns of cash flow and to ensure timely completion of Projects, the City may advance the Park District up to seventy-five percent (75%) of the individual Project estimate for the Projects identified under Sections 1(C), 1(D) and 1(F) of this Agreement as working capital. Prior to receiving the working capital advance, the Park District shall provide the City with a copy of the contract for the Project which the advance will be used for. If these Projects involve several contracts, the Park District shall be able to request a working capital advance for up to two contracts for each Project, however, under no circumstances can the aggregate amount of advances per Project exceed seventy-five percent (75%) of the Project's park renovation fee funded portion as stated in Section 1.

Should the City make said advance, the Park District shall complete the project within twenty-four (24) months or other mutually agreed upon timeframe.

4. **Requirements Prior to Release of Funds.**

A. By execution of this Agreement, the City Council approves the design, detailed scope of work and budget for each individual Project and approves the release of funds for such Projects consistent with the terms of this Agreement. The information provided in this Agreement and its Exhibits includes the design, detailed scope of work and budget for each Project. In addition to the requirements under this Agreement, the Park District shall be responsible for complying with all City Municipal Codes, including design review if applicable.

B. Upon execution of this Agreement, the City shall encumber ("i.e. reserve) the approved amount of $2,500,000 from the Park Renovation Fee Special Revenue Fund. The Park District acknowledges that the City is removing a reasonable sum

from the Park Renovation Fee Special Revenue Fund to pay for its actual overhead and staff time relating to this Amendment.

C. All disbursements, except for working capital advances, shall be based on direct hourly costs including benefits for consultants and staff and shall exclude any Park District overhead or administration charges. The Park District hourly rates by staff position are included in Exhibit G. Upon the start of each individual Project, the Park District shall, on a monthly basis, send the City an invoice that details by Project the costs and particular services that have been provided by the Park District's employees, agents, contractors, and/or consultants, including a history of prior payments and working capital advance(s). Except as provided in Sections 3 and 5, the City shall disburse funds to the Park District within thirty (30) days of receipt of a written invoice from the Park District for services related to the Project. Other than working capital advances, all disbursements shall be based on actual cost. City disbursements shall be to the Park District; the City shall not directly pay employees, agents, contractors or consultants of the Park District.

5. **Final Disbursement.**

The City shall not disburse the final 10% of the total sum due for each Project pursuant to this Agreement until City staff or consultant determine that the Project was completed pursuant to the design, scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and approved by the City Council pursuant to Section 4(A) above, and as required by Section 6(B) of this Agreement.

6. **Records Keeping and Auditing of Park District Activities.**

A. The Park District is required to maintain the following records associated with each Project ("Records"):

1. Time sheets;

2. Expense reports;

3. As-Built Plans or Diagrams that show the actual technical specifications of the Project as constructed indicating any changes from the Project as designed (specific to construction projects); and

4. Any other information and records necessary for the City to verify that the Project was completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and Exhibits A-F.

B. Upon the completion of each Project, the Park District shall provide the Records to the City. The City shall review the Records, conduct field inspections, and perform other investigations it deems necessary to determine whether or not a Project was completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and Exhibits A-F. Within forty-five (45)

days from receipt of the Records, the City shall complete its review determining whether the Project was completed pursuant to the terms provided by the Park District and provide the Park District with written notification as to whether the Project has been completed consistent with the requirements of this Agreement. Pursuant to Section 5 of this Agreement, this determination and approval is required prior to the final disbursement of funds for each Project.

C. The City may refuse to disburse funds for additional Projects if it concludes that a Project was not completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and Exhibits A-F of this Agreement. Such a determination generally shall be provided by the City to the Park District within thirty (30) days of the City's receipt of the Records based on the City Manager's review of the Records of the Project and any other information. If the City decides to refuse disbursement of funds due to information other than the Records provided by the Park District, the City shall provide the information to the Park District and give the Park District an opportunity to respond.

D. As required by California Government Code Section 8546.7 this Amendment shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

6. **Budget.**

A. The City shall disburse the amounts specified in Section 1 (A-F) for each Project within a variance of +/- ten percent (10%). The total of all disbursements shall not exceed $2,500,000 without amendment as described herein.

B. If the cost of an individual Project is greater than the budget included in Section 1 or in Exhibits A-F of this Agreement, or other previously approved budget increase, and the District intends to request a budget increase from the City, the Park District shall submit a budget modification request to the City for review and approval or disapproval. The City has the right to deny any Project cost in excess of the amount approved in this Agreement for the Project.

C. The Parties shall meet and confer to discuss any budget modification requests before the City decides whether to approve or disapprove the change in the cost of the Project.

D. No budget modification shall be approved unless sufficient funds exist in the Park Renovation Fee Special Revenue Fund.

7. **Status of Park District.**

The City of Rancho Cordova is a municipal corporation and the Park District is a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, et seq.). The Parties are thus separate legal entities. The

Park District is not an independent contractor, agent, or employee of the City. The City shall have the right to control the Park District only with respect to the Park District's services undertaken pursuant to this Agreement. Further, the Park District is not an agent of the City. The Park District shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

8. **Term.**

This Amendment shall terminate on June 30, 2013 or the completion of all the projects identified under Section 1 of this Agreement to the satisfaction of the City, whichever date is earlier. This Agreement does not constitute the permanent terms or agreement for future Projects.

9. **Indemnification.**

The City shall indemnify, defend, and hold harmless the Park District, 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 the performance of this Agreement, caused by any negligent or willful act or omission of the City, its officers, agents employees, or anyone directly or indirectly acting on behalf of the City, regardless of whether caused in part by a party indemnified hereunder.

The Park District shall indemnify, defend, and hold harmless the 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 the performance of this Agreement, caused by any negligent or willful act or omission of the Park District, its officers, agents employees, or anyone directly or indirectly acting on behalf of the Park District, regardless of whether caused in part by a party indemnified hereunder.

10. **Miscellaneous.**

A. Dispute Resolution and Opportunity to Cure.

Prior to filing suit for any claim under this Agreement for any alleged breach, the aggrieved Party shall first give the other Party an opportunity to cure the alleged breach by sending written notice to the breaching party and giving the breaching party a minimum of thirty (30) days from the receipt of notice to cure the alleged violation.

B. Prevailing Wages.

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to

execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by the Park District's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the City Clerk.

C. Other Governmental Regulations.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the Park District and its agents, consultants, employees, and volunteers shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

D. CEQA.

Prior to construction or renovation of any parks or open space related facilities, the Park District shall prepare any and all documents required by the California Environmental Quality Act ("CEQA") and other applicable laws.

E. Nondiscrimination and Equal Opportunity.

The Park District 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 the Park District under this Agreement. The Park District 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 the Park District thereby.

F. Venue.

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

G. Attorneys' Fees.

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision 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.

H. Amendments.

The Parties may amend this Agreement only by a writing signed by both parties.

I. Entire Understanding.

This Agreement constitutes the entire understanding between the City and the Park District regarding the subject matter of this Agreement.

J. Notices.

Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To PARK DISTRICT:

Cordova Recreation and Park District
Attention: District Administrator
2197 Chase Drive
Rancho Cordova, CA 95670

To CITY:

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into as of the date and year first above written.

City of Rancho Cordova:

By: _____ Date: _____
Ted Gaebler, City Manager

Attest:

By: _____ Date: _____
Mindy Cuppy, City Clerk

Approved as to Form:

By: _____ Date: _____
Adam Lindgren, City Attorney

Cordova Recreation and Park District:

By: _____ Date: _____
James Rodems, Administrator/CEO

Approved as to Form:

By: _____ Date: _____
Robert E. Thurbon, Legal Counsel

2046783.1

MEMORANDUM

DATE: March 4, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **ACTION ITEMS RELATED TO THE FORMATION OF THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-1 (STORM AND FLOOD PROTECTION 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. 2013-1 (Storm and Flood Protection Services). (Resolution No. 4-2013)
2. Resolution calling for a special election in Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 5-2013).
3. Resolution declaring election results of Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 6-2013).
4. Waive first reading and introduce Ordinance No. 1-2013 levying a special tax within Community Facilities District No. 2013-1 (Storm and Flood Protection Services).

RESULT OF RECOMMENDED ACTIONS

Action on these items will complete the formation of the CFD, authorize a landowner vote which if successfully passed authorizes the levy of a special tax on a specific project included in the CFD. The special tax levy is for the purpose of paying for maintenance of public storm drain and flood protection improvements incident to development 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. There is no financial impact to existing residents.

BACKGROUND

The Council has approved projects in the City, including the Montelena Project. This project has a condition of approval which requires that the property owner participate in a funding mechanism for operation and maintenance of the projects storm drainage system. Historically new development had been required to annex to the County of Sacramento Stormwater Utility to provide such funding mechanism. Since the drainage system will be owned and maintained by the City, the condition will be satisfied through the formation of and participation in the new CFD for maintenance services which is the subject of tonight's action.

At the meeting on December 17, 2012, the City initiated the process of forming a Community Facilities District (CFD) and Future Annexation Area for storm and flood protection services and will initially include the Montelena project, but can expand in the future as other projects in need of public maintenance annex to the district. The maintenance services to be funded by special

taxes include the operations, maintenance and servicing of public storm drain, water quality, and flood protection improvements. The annual special tax that will be levied are based on costs per unit and per acre rates identified in the Rate and Method of Apportionment. The annual residential rates range from $140 for a developed single family residential unit to $59 for developed multi-family and $1,598 per acre for developed commercial to $490 for developed private recreational. The annual tax will escalate annually based on the Consumer Price Index as determined by United States Bureau of Labor Statistics as reported.

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. The public hearing was postponed to March 4, 2013 to allow for revisions to the rate and method of apportionment to provide more detail on the description of services and method of application of the tax. The documents attached to this report will complete the formation and levy the special tax.

Included in this package as "Item 5a" is a guide for the Mayor to use to facilitate the required public hearing and landowner vote process. Consult this document for an agenda to be followed to conduct the hearing and for the adoption of the items needed to complete the formation of the CFD and to hold the election.

Note that 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.

ATTACHMENTS

The attachments included with this report are as follows:

1. **Resolution No. 4-2013 – 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 XIIIB of the Constitution). The exhibits 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. 5-2013 – A Resolution of the City Council of the City of Rancho Cordova Calling Special Election.** This sets the election for the same (March 4, 2013) Council meeting (allowable due to waivers of time requirements received from the property owners) and provides the form of the special ballot to be used by the landowner-voter.

3. **Resolution No. 6-2013 – 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. 1-2013 - An Ordinance of the City Council of the City of Rancho Cordova Levying Special Taxes within Community Facilities District No. 2013-01 (Storm and Flood Protection 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 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 the agenda to be followed to conduct the hearing and for the adoption of the items needed to complete the formation of the CFD, to hold the 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 (From Outside Source).** 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.

ATTACHMENT 1

RESOLUTION NO. 4-2013

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. 2013-1
(Storm and Flood Protection 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. 2013-1 (Storm and Flood Protection Services) (the "CFD") and "City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection 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 incorporate definitions of accepted facilities, zones, and add a rate and definition for an undeveloped property special tax requirement limited to costs associated with accepted facilities maintained within each zone; 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 to specify a zone number; and

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

WHEREAS, the Council finds that the sole landowner 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 "Report") as to the services to be provided through 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. 2013-1 (Storm and Flood Protection Services)" and the future annexation area designated "City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection 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 set 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 0019 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 hereto 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 Sacramento 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, 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 $12,000,000 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.

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, City Clerk

EXHIBIT A

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(STORM AND FLOOD PROTECTION SERVICES)

RATE AND METHOD OF APPORTIONMENT (AS MODIFIED)

EXHIBIT A

CITY OF RANCHO CORDOVA
COMMUNITY FACILIIES DISTRICT NO. 2013-1
(STORM AND FLOOD PROTECTION SERVICES)

RATE AND METHOD OF APPORTIONMENT (AS MODIFIED)

A Special Tax of Community Facilities District No. 2013-1 (Storm and Flood Protection Services) of the City of Rancho Cordova (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2013-14 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accepted Facilities" means the storm drain, water quality and flood control facilities and improvements within a Zone accepted for maintenance by the City.

"Acre or Acreage" means 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 subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map or instrument recorded in the Office of the County Recorder. If the area shown on said map is in square footage, Acreage shall be calculated by dividing the square footage by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrator" means the Director of Public Works or his/her designee or other person designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment.

"Administrative Expenses" means the actual or estimated costs incurred by the City as Administrator of the District to determine, levy and collect the Special Taxes, including, but not limited to: legal counsel, the costs of placing and collecting installments of the Special Tax upon general property tax rolls, salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, preparation of required reports, and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the lesser of the increase in the annual percentage change (from January of the previous year to January of the year that the Special Tax is levied) for the All Urban Consumers – Consumers Price Index (CPI) (1982-84 = 100) or five percent (5%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose as determined by the United States Bureau of Labor Statistics. In the event that the CPI defined above is no longer reported, the City Council shall select a similar index to replace it.

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

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

"Base Year" means Fiscal Year ending June 30, 2014.

"City" means the City of Rancho Cordova in the County of Sacramento, California.

"City Council" means the City Council of the City, acting as the legislative body of the District.

"County" means the County of Sacramento. California.

"Developed Commercial" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a commercial structure, including, but not limited to, retail, office (including medical offices), hotel, motel, restaurant and other like uses.

"Developed Industrial" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing an industrial structure, including, but not limited to, manufacturing, warehousing, research & development and other like uses.

"Developed Multi-Family Residential" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of either:

a) Five (5) or more units, all of which are offered for rent to the general public; or
b) Five (5) or more attached units that (i) are available for sale to individual owners, and (ii) have living areas less than or equal to 1,200 square feet.

"Developed Private Institutional" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a private institutional structure, including, but not limited to, private schools, hospitals, and nursing home uses.

"Developed Private Recreational" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a private recreational facility, including, but not limited to, private golf courses, amusement parks, and parks.

"Developed Property" means the following Taxable Property, in any Fiscal Year:
(1) All Assessor's Parcels of Developed Single Family Residential (Detached) and Developed Single Family Residential (Attached) property for which a building permit was issued for construction of a residential structure prior to June 1 of the preceding Fiscal Year, and
(2) All Assessor's Parcels of Developed Multi-Family Residential property for which a building permit was issued for construction of a residential structure prior to June 1 of the preceding Fiscal Year, and
(3) All Assessor's Parcels of Non-Residential property for which a building permit was issued for construction of a non-residential structure prior to June 1 of the preceding Fiscal Year.

"Developed Single Family Residential (Attached)" means all Assessor's Parcels of Developed Property for which a building permit was issued prior to June 1 of the preceding Fiscal Year for purposes of constructing attached single family residential dwelling units consisting of either:

a) Two to four (2-4) attached units, whether such units are offered for rent or for sale to individual owners; or
b) Five (5) or more attached units that (i) are available for sale to individual owners, and (ii) have a living area greater than 1,200 square feet

"Developed Single Family Residential (Detached)" means all Assessor's Parcels of Developed Property for which a building permit was issued prior to June 1 of the preceding Fiscal Year for purposes of constructing one single family residential detached dwelling unit.

"District" means Community Facilities District No. 2013-1 (Storm and Flood Protection Services) of the City of Rancho Cordova.

"Final Map" means a final subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map that has been recorded in the Office of the County Recorder.

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

"Land Use Class" means any of the categories of Taxable Property listed in Table 1 by applicable special tax rate.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

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

"Non-Residential" means all Assessor's Parcels of Developed Property for which a building permit(s) may be issued for purposes of constructing a non-residential use and does not contain any residential units as defined under Developed Single Family Residential (Detached), Developed Single Family Residential (Attached) or Developed Multi-Family Residential.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is at the time of the District formation or at the time of an annexation, used or expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the Federal government, the State, the City, the County or any other public agency.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Storm Drain Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any

amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"**Storm Drain Service Costs"** means the contribution to the estimated and reasonable costs of providing storm drain and flood control services, including but not limited to (i) the costs and contracting services, (ii) the salaries and benefits of City staff that directly provide storm drain and flood control services, (iii) City overhead costs associated with providing such services within the District, and (iv) other costs incidental to providing storm drain and flood control services within the District.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax-Exempt Property" means all Assessors Parcels not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property and (ii) property designated by the City or Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the Administrator.

"Undeveloped Property Special Tax Requirement" means the Special Tax Requirement limited to the costs associated with the Accepted Facilities to be maintained within each Zone.

"Unit" means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

"Zone" means a specific geographic area designated with a number (such as "Zone 1") as depicted on the boundary map for the District.

B. <u>ASSIGNMENT TO LAND USE CATEGORIES</u>

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single Family Residential (Detached), Developed Single Family Residential (Attached), Developed Multi-Family Residential, Developed Commercial, Developed Industrial, Developed Private Institutional, and Developed Private Recreational. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2013-01
(Storm and Flood Protection Services)

	Land Use	Maximum Special Tax	
1	Developed Single Family Residential (Detached)	$140	/unit
2	Developed Single Family Residential (Attached)	$100	/unit
3	Developed Multi-Family Residential	$59	/unit
4	Developed Commercial	$1,598	/acre
5	Developed Industrial	$1,514	/acre
6	Developed Private Institutional	$1,170	/acre
7	Developed Private Recreational	$490	/acre

On each July 1 following the Base Year, the Maximum Special Tax rate shown in Table 1 shall be increased in accordance with the Annual Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Undeveloped Property shall be $991 per Acre, On each July 1 following the Base Year, the Maximum Special Tax rate shall be increased in accordance with the Annual Escalation Factor.

3. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

4. Multiple Units and Land Use Classes

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel with multiple Land Use Classes shall be calculated by summing the Maximum Special Tax attributable to each residential unit or acre of each Land Use Class for that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and the rates in Table 1 and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement.

First: The Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Commercial, Developed Industrial, Developed Multi-Family Residential, Developed Private Institutional, Developed Private Recreation, Developed Single-Family

Residential(Detached) and Developed Single-Family Residential(Attached) up to 100% of the applicable Maximum Special Tax.

Second: If additional monies are needed to satisfy the Special Tax Requirement, within each Zone, after the First Step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax for Undeveloped Property to meet the Undeveloped Property Special Tax Requirement within each Zone.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the Administrator appealing the levy of the Special Tax. This notice is required to be filed with the Administrator during the Fiscal Year the error is believed to have occurred. The Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the Administrator verifies that the Special Tax should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the Administrator.

G. INTERPRETATION OF SPECIAL TAX FORMULA

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

H. TERM OF SPECIAL TAX

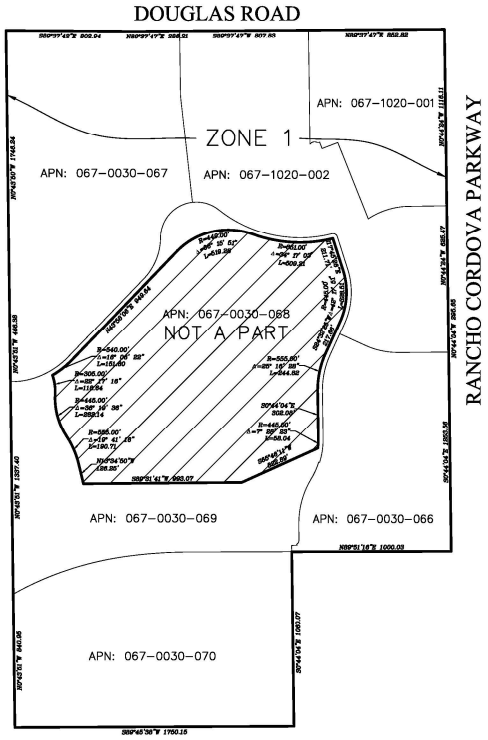
The Special Taxes shall be levied in perpetuity.

EXHIBIT B

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(STORM AND FLOOD PROTECTION SERVICES)

AMENDED BOUNDARY MAPS

PROPOSED AMENDED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT No. 2013–1
(STORM AND FLOOD PROTECTION SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



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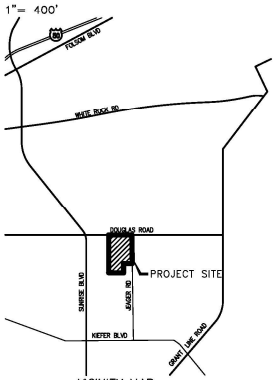


VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

THIS MAP AMENDS AND CORRECTS THE MAP OF THE BOUNDARY OF CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013–1 (STORM AND FLOOD PROTECTION 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 0019 AND AS DOCUMENT NO. 20130102PG1229 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. 2013–1, 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

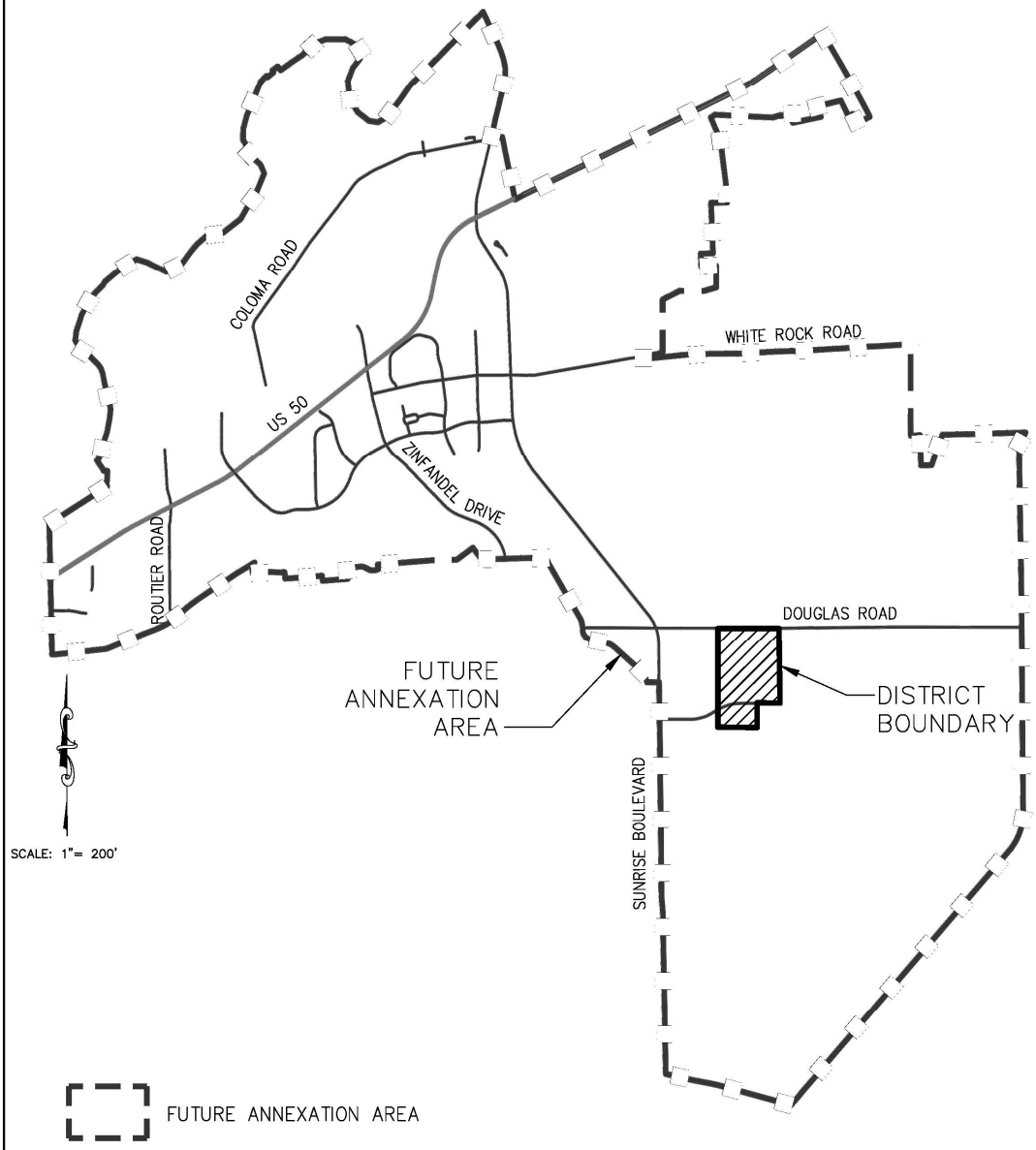
City of Rancho Cordova
Community Facilities District No. 2013–1
(Storm and Flood Protection Services)
County of Sacramento, California

Sheet 1 OF 2

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

01/28/13 T:\FE MAPS\RANCHO CORDOVA 1.DWG

PROPOSED AMENDED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT No. 2013–1
(STORM AND FLOOD PROTECTION SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



PROPOSED AMENDED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013–1
(Storm and Flood Protection Services)
County of Sacramento, California

Sheet 2 OF 2

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
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01/28/13

T:\FE MAPS\RANCHO CORDOVA 1.DWG

EXHIBIT C

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(STORM AND FLOOD PROTECTION SERVICES)

DESCRIPTION OF DISTRICT SERVICES

Maintenance of public storm drain and flood protection improvements

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance, repair and servicing of the storm drain facilities, water quality facilities and flood protection improvements, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the CFD.

Reserve Fund

- The CFD special taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the CFD to fund repairs and replacements of the storm drain facilities, water quality facilities, and flood protection improvements and other services as determined by the CFD.

The cost of the Services also shall include incidental expenses, including but not limited to the unreimbursed costs associated with forming the District, determination of the amount of the Special Tax, collection of the Special Tax, costs incurred in order to carry out the authorized purposes of the District and any other expenses incidental to the repair, maintenance and operation of the improvements.

ATTACHMENT 2

RESOLUTION NO. 5-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CALLING SPECIAL LANDOWNER ELECTION

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-1
(Storm and Flood Protection 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. 2013-1 (Storm and Flood Protection 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 incorporate definitions of accepted facilities, zones, and add a rate and definition for an undeveloped property special tax requirement limited to costs associated with accepted facilities maintained within each zone and the boundary map for the CFD was amended to delete a parcel dedicated for wetland use and to include a zone number, both changes being initiated and made at the request of and with the consent of the sole landowner in the prop0sed 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 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 March 4, 2013, and the results thereof canvassed at the meeting of this Council on March 4, 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.

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

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(Storm and Flood Protection 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 4, 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. 2013-1 (Storm and Flood Protection 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 March 4, 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 $12,000,000?

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

ATTACHMENT 3

RESOLUTION NO. 6-2013

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. 2013-1
(Storm and Flood Protection 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. 2013-1 (Storm and Flood Protection Services) (the "CFD") including a future annexation area, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act").

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 $12,000,000, 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.

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. 2013-1
(Storm and Flood Protection Services)

I hereby certify that on March 4, 2013, I canvassed the returns of the election held on in the Community Facilities District No. 2013-1 (Storm and Flood Protection 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	YES	NO
Community Facilities District No. 2013-1 (Storm and Flood Protection Services) of the City of Rancho Cordova, Special Tax Election, March 4, 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. 2013-1 (Storm and Flood Protection 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 March 4, 2013, annually, commencing in the City's fiscal year 2013-14, to pay for the 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 $12,000,000?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on March 4, 2013.

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

ATTACHMENT 4

ORDINANCE NO. 1-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT

Community Facilities District No. 2013-1
(Storm and Flood Protection 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. 2013-1 (Storm and Flood Protection 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; 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 incorporate definitions of accepted facilities, zones, and add a rate and definition for an undeveloped property special tax requirement limited to costs associated with accepted facilities maintained within each zone; and

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; and

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 March 4, 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.

ATTACHMENT 4

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.

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, City Clerk

ATTACHMENT 5a

City of Rancho Cordova
Community Facilities District No. 2013-1
(Storm and Flood Protection 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. 2013-1 (Storm and Flood Protection 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. 4-2013 – A Resolution of the City Council of the City of Rancho Cordova of Formation of Community Facilities District; and

Resolution No. 5-2013 – 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. 6-2013 – 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. 1-2013 – An Ordinance of the City Council of the City of Rancho Cordova Levying Special Tax within Community Facilities District No. 2013-1 (Storm and Flood Protection Services)

END OF ITEM

ATTACHMENT 5b

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-1
(Storm and Flood Protection 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. 2013-1 (Storm and Flood Protection Services), (the "District"), as provided by the owners of all the property in the District.

I make this Certification as of March 4, 2013.

_____
Mindy Cuppy, City Clerk
City of Rancho Cordova

ATTACHMENT 5c

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-1
(Storm and Flood Protection Services)

I hereby certify that on March 4, 2013, I canvassed the returns of the election held on in the Community Facilities District No. 2013-1 (Storm and Flood Protection 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	YES	NO
Community Facilities District No. 2013-1 (Storm and Flood Protection Services) of the City of Rancho Cordova, Special Tax Election, March 4, 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. 2013-1 (Storm and Flood Protection 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 March 4, 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 $12,000,000?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on March 4, 2013.

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

Harris & Associates

SHAPING THE FUTURE ONE PROJECT AT A TIME

Community Facilities District Report

for

City of Rancho Cordova
Community Facilities District No. 2013-1
(Storm and Flood Protection Services)

Prepared by:
Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520

February 5, 2013

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Exhibit A – Rate and Method of Apportionment

Exhibit B – Amended Boundary Map

Exhibit C – Property Owner List

Introduction

The City of Rancho Cordova desires to establish a Community Facilities District (the "District") for the purpose of funding the ongoing operation and maintenance of storm drain and flood protection improvements.

The City of Rancho Cordova has ordered the preparation of a report describing the proposed facilities to be financed by the District if it is formed.

The proceedings will be conducted in accordance with the provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). The report is to be prepared by, or under the direction of, the Director of Public Works and other such officers responsible for providing the facilities to be financed by the proposed District. The report is to be prepared in accordance with Section 53321.5 of the Act and shall include:

a. A description of the public capital facilities and/or services, by type, which will be required to adequately meet the needs of the District.

b. An estimate of the fair and reasonable cost of the services, including repairs, maintenance and operations, and capital replacement, and incidental expenses in connection with said services.

I, Dennis A. Anderson, authorized representative of Harris & Associates, on behalf of the responsible officer(s) directed to prepare the report for said District, hereby submit the following report consisting of three (3) parts.

Part I A description of the proposed District and a diagram of the proposed boundaries.

Part II A description of the proposed services.

Part III A cost estimate of the proposed services.

Dennis A. Anderson
Senior Project Manager
Harris & Associates

PART I

Description of District, Boundary Map

The proposed boundaries of the City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection Services) are as depicted on the Boundary Map, on file in the office of the City Clerk. A reduced copy is provided in Exhibit "B".

The Assessor's parcels, shown below, define the District boundary. The description of each lot or parcel within the District is part of the records of the Assessor of the County of Sacramento and these records are, by reference, made part of this Report.

List of Assessor's Parcel Numbers

067-0030-066
067-0030-067
067-0030-069
067-0030-070
067-1020-001
067-1020-002

Future annexation areas, which coincide with the boundaries of the City of Rancho Cordova are also depicted on the Boundary Map.

PART II

Description of Services

Maintenance of public storm drain and flood protection improvements

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance, repair and servicing of the storm drain facilities, water quality facilities and flood protection improvements, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the CFD.

Reserve Fund

- The CFD special taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the CFD to fund repairs and replacements of the storm drain facilities, water quality facilities, and flood protection improvements and other services as determined by the CFD.

The cost of the Services also shall include incidental expenses, including but not limited to the unreimbursed costs associated with forming the District, determination of the amount of the Special Tax, collection of the Special Tax, costs incurred in order to carry out the authorized purposes of the District and any other expenses incidental to the repair, maintenance and operation of the improvements.

PART III

Cost Estimate

The County of Sacramento has provided maintenance cost information for the storm drain system. A cost estimate of the fair and reasonable cost of the proposed services and incidental expenses in connection with said services, including the cost of proposed financing and all other related costs is shown below. The analysis was conducted by determining the storm drain facilities, water quality facilities, and flood protection improvements within five (5) completed developments within the City of Rancho Cordova and County of Sacramento and extrapolating the maintenance cost per year per acre of land within those developments.

Estimated Cost per Acre per Year

			Cleaning			TV Lines			Total Cost/Year/Ac of Land
Item	Length (LF)	LF/Acre	Cost/LF	Frequency	Cost/Year/Ac of Land	Cost/LF	Frequency	Cost/Year/Ac of land	
Trunk Lines (larger than 24")	37,755	36.1		self cleaning	$ -	$ 7.50	every 25 years	$ 10.84	$ 10.84
Drainage Lines (10"-24")	190,304	103.4	$ 3.00	every 10 years	$ 31.02	$ 7.50	every 25 years	$ 31.02	$ 62.03
			Maintenance/Repairs						Total Cost/Year/Ac of Land
Item	Length (LF)	LF/Acre	Cost/LF	Frequency	Cost/Year/Ac of Land				
Creeks and Channels	29,509	18.1	$ 0.73	every year	$ 13.18				$ 13.18
Pipe Repairs	228,059	139.5	$ 0.44	every year	$ 61.11				$ 61.11
								Subtotal (A):	$ 147.16

Item	Area as a percentage of Developed Land	SF per Acre of Developed Land	Mowing	Herbicides	Pesticide Control Advisor	Engineering Admin Support w/ Regulatory Agencies	Supervisors and Managers	Total Cost/Ac of Basin or Channel	Total Cost/Year/Ac of Land
			Cost/Ac	Cost/Ac	2%	10%	5%		
Creeks and Channels	2.2%	958.3	$ 6,500.00	$ 650.00			$ 357.50	$ 7,507.50	$ 165.17
Basins	5%	2178.0	$ 8,125.00	$ 650.00	$ 175.50	$ 877.50	$ 438.75	$ 10,266.75	$ 513.34
								Subtotal (B):	$ 678.50

Capital Replacement (10%)	$ 82.57
Contingency (10%)	$ 82.57
Subtotal (C):	$ 165.13

Total Cost/Year/Acre of Land (A + B + C)	$ 990.79

The above cost per year per acre of land was applied to four (4) proposed developments, Montelena, Suncreek, Rio Del Oro, and The Ranch, to determine an estimated annual cost, shown in the table below:

Annual Cost Estimate

Landuse Description	Total Area (acres)	Cost Estimate
SINGLE FAMILY RESIDENTIAL	1,954	$1,936,010.49
MEDIUM DENSITY RESIDENTIAL	686	$679,684.34
HIGH DENSITY RESIDENTIAL	164	$162,490.13
COMMERCIAL	359	$355,694.87
INDUSTRIAL	283	$280,394.56
TOTAL	**3,446**	**$3,414,274.39**

The cost estimate above, in conjunction with standard storm water runoff coefficients, was used to determine the CFD special tax rates that would generate the required revenue to cover the annual maintenance cost.

By applying the various land uses within each of the 4 developments, by proposed acreage and number of dwelling units, the following special tax rates were derived:

Developed Property

	Land Use	Maximum Special Tax	
1	Developed Single Family Residential (Detached)	$140	/unit
2	Developed Single Family Residential (Attached)	$100	/unit
3	Developed Multi-Family Residential	$59	/unit
4	Developed Commercial	$1,598	/acre
5	Developed Industrial	$1,514	/acre
6	Developed Private Institutional	$1,170	/acre
7	Developed Private Recreational	$490	/acre

Undeveloped Property

	Land Use	Maximum Special Tax	
1	Undeveloped	$991	/acre

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(STORM AND FLOOD PROTECTION SERVICES)

RATE AND METHOD OF APPORTIONMENT (AS MODIFIED)

A Special Tax of Community Facilities District No. 2013-1 (Storm and Flood Protection Services) of the City of Rancho Cordova (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2013-14 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accepted Facilities" means the storm drain, water quality and flood control facilities and improvements within a Zone accepted for maintenance by the City.

"Acre or Acreage" means 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 subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map or instrument recorded in the Office of the County Recorder. If the area shown on said map is in square footage, Acreage shall be calculated by dividing the square footage by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrator" means the Director of Public Works or his/her designee or other person designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment.

"Administrative Expenses" means the actual or estimated costs incurred by the City as Administrator of the District to determine, levy and collect the Special Taxes, including, but not limited to: legal counsel, the costs of placing and collecting installments of the Special Tax upon general property tax rolls, salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, preparation of required reports, and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the lesser of the increase in the annual percentage change (from January of the previous year to January of the year that the Special Tax is levied) for the All Urban Consumers – Consumers Price Index (CPI) (1982-84 = 100) or five percent (5%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose as determined by the United States Bureau of Labor Statistics. In the event that the CPI defined above is no longer reported, the City Council shall select a similar index to replace it.

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

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

"Base Year" means Fiscal Year ending June 30, 2014.

"City" means the City of Rancho Cordova in the County of Sacramento, California.

"City Council" means the City Council of the City, acting as the legislative body of the District.

"County" means the County of Sacramento. California.

"Developed Commercial" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a commercial structure, including, but not limited to, retail, office (including medical offices), hotel, motel, restaurant and other like uses.

"Developed Industrial" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing an industrial structure, including, but not limited to, manufacturing, warehousing, research & development and other like uses.

"Developed Multi-Family Residential" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of either:

a) Five (5) or more units, all of which are offered for rent to the general public; or
b) Five (5) or more attached units that (i) are available for sale to individual owners, and (ii) have living areas less than or equal to 1,200 square feet.

"Developed Private Institutional" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a private institutional structure, including, but not limited to, private schools, hospitals, and nursing home uses.

"Developed Private Recreational" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a private recreational facility, including, but not limited to, private golf courses, amusement parks, and parks.

"Developed Property" means the following Taxable Property, in any Fiscal Year:
(1) All Assessor's Parcels of Developed Single Family Residential (Detached) and Developed Single Family Residential (Attached) property for which a building permit was issued for construction of a residential structure prior to June 1 of the preceding Fiscal Year, and

(2) All Assessor's Parcels of Developed Multi-Family Residential property for which a building permit was issued for construction of a residential structure prior to June 1 of the preceding Fiscal Year, and
(3) All Assessor's Parcels of Non-Residential property for which a building permit was issued for construction of a non-residential structure prior to June 1 of the preceding Fiscal Year.

"Developed Single Family Residential (Attached)" means all Assessor's Parcels of Developed Property for which a building permit was issued prior to June 1 of the preceding Fiscal Year for purposes of constructing attached single family residential dwelling units consisting of either:

a) Two to four (2-4) attached units, whether such units are offered for rent or for sale to individual owners; or
b) Five (5) or more attached units that (i) are available for sale to individual owners, and (ii) have a living area greater than 1,200 square feet

"Developed Single Family Residential (Detached)" means all Assessor's Parcels of Developed Property for which a building permit may be issued for purposes of constructing one single family residential detached dwelling unit.

"District" means Community Facilities District No. 2013-1 (Storm and Flood Protection Services) of the City of Rancho Cordova.

"Final Map" means a final subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map that has been recorded in the Office of the County Recorder.

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

"Land Use Class" means any of the categories of Taxable Property listed in Table 1 by applicable special tax rate.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

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

"Non-Residential" means all Assessor's Parcels of Developed Property for which a building permit(s) may be issued for purposes of constructing a non-residential use and does not contain any residential units as defined under Developed Single Family Residential (Detached), Developed Single Family Residential (Attached) or Developed Multi-Family Residential.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is at the time of the District formation or at the time of an annexation, used or expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the Federal government, the State, the City, the County or any other public agency.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Storm Drain Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"**Storm Drain Service Costs"** means the contribution to the estimated and reasonable costs of providing storm drain and flood control services including but not limited to (i) the costs and contracting services, (ii) the salaries and benefits of City staff that directly provide storm drain and flood control services, (iii) City overhead costs associated with providing such services within the District, and (iv) other costs incidental to providing storm drain and flood control services within the District.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax-Exempt Property" means all Assessors Parcels not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property and (ii) property designated by the City or Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the Administrator.

"Undeveloped Property Special Tax Requirement" means the Special Tax Requirement limited to the costs associated with the Accepted Facilities to be maintained within each Zone.

"Unit" means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

"Zone" means a specific geographic area designated with a number (such as "Zone 1") as depicted on the boundary map for the District.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single Family Residential (Detached), Developed Single Family Residential (Attached), Developed Multi-Family Residential, Developed Commercial, Developed Industrial, Developed Private Institutional, and Developed Private Recreational. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2013-01
(Storm and Flood Protection Services)

	Land Use	Maximum Special Tax	
1	Developed Single Family Residential (Detached)	$140	/unit
2	Developed Single Family Residential (Attached)	$100	/unit
3	Developed Multi-Family Residential	$59	/unit
4	Developed Commercial	$1,598	/acre
5	Developed Industrial	$1,514	/acre
6	Developed Private Institutional	$1,170	/acre
7	Developed Private Recreational	$490	/acre

On each July 1 following the Base Year, the Maximum Special Tax rate shown in Table 1 shall be increased in accordance with the Annual Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Undeveloped Property shall be $991 per Acre, On each July 1 following the Base Year, the Maximum Special Tax rate shall be increased in accordance with the Annual Escalation Factor.

3. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

4. Multiple Units and Land Use Classes

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel with multiple Land Use Classes shall be calculated by summing the Maximum Special Tax attributable to each residential unit or acre of each Land Use Class for that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and the rates in Table 1 and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

First: The Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Commercial, Developed Industrial, Developed Multi-Family Residential, Developed Private Institutional, Developed Private Recreation, Developed Single-Family Residential(Detached) and Developed Single-Family Residential(Attached) up to 100% of the applicable Maximum Special Tax.

Second: If additional monies are needed to satisfy the Special Tax Requirement, within each Zone, after the First Step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax for Undeveloped Property to meet the Undeveloped Property Special Tax Requirement within each Zone.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the Administrator appealing the levy of the Special Tax. This notice is required to be filed with the Administrator during the Fiscal Year the error is believed to have occurred. The Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the Administrator verifies that the Special Tax should be changed the Special Tax levy shall be corrected and, and if applicable in any case, a refund shall be granted.

F. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the Administrator.

G. INTERPRETATION OF SPECIAL TAX FORMULA

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

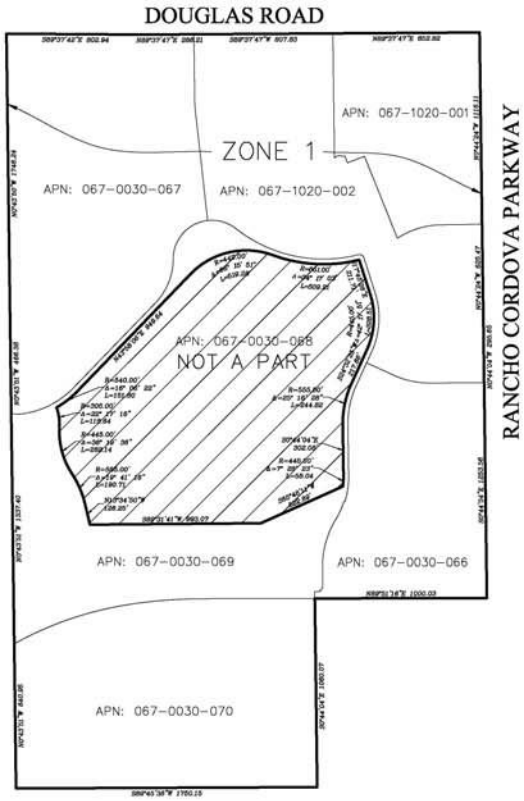
H. TERM OF SPECIAL TAX

The Special Taxes shall be levied in perpetuity.

Amended Boundary Map

Amended Boundary Map

PROPOSED AMENDED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT No. 2013–1
(STORM AND FLOOD PROTECTION SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SCALE: 1" = 400'

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

THIS MAP AMENDS AND CORRECTS THE MAP OF THE BOUNDARY OF CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013–1 (STORM AND FLOOD PROTECTION 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 0019 AND AS DOCUMENT NO. 20130102PG1229 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. 2013–1, 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

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

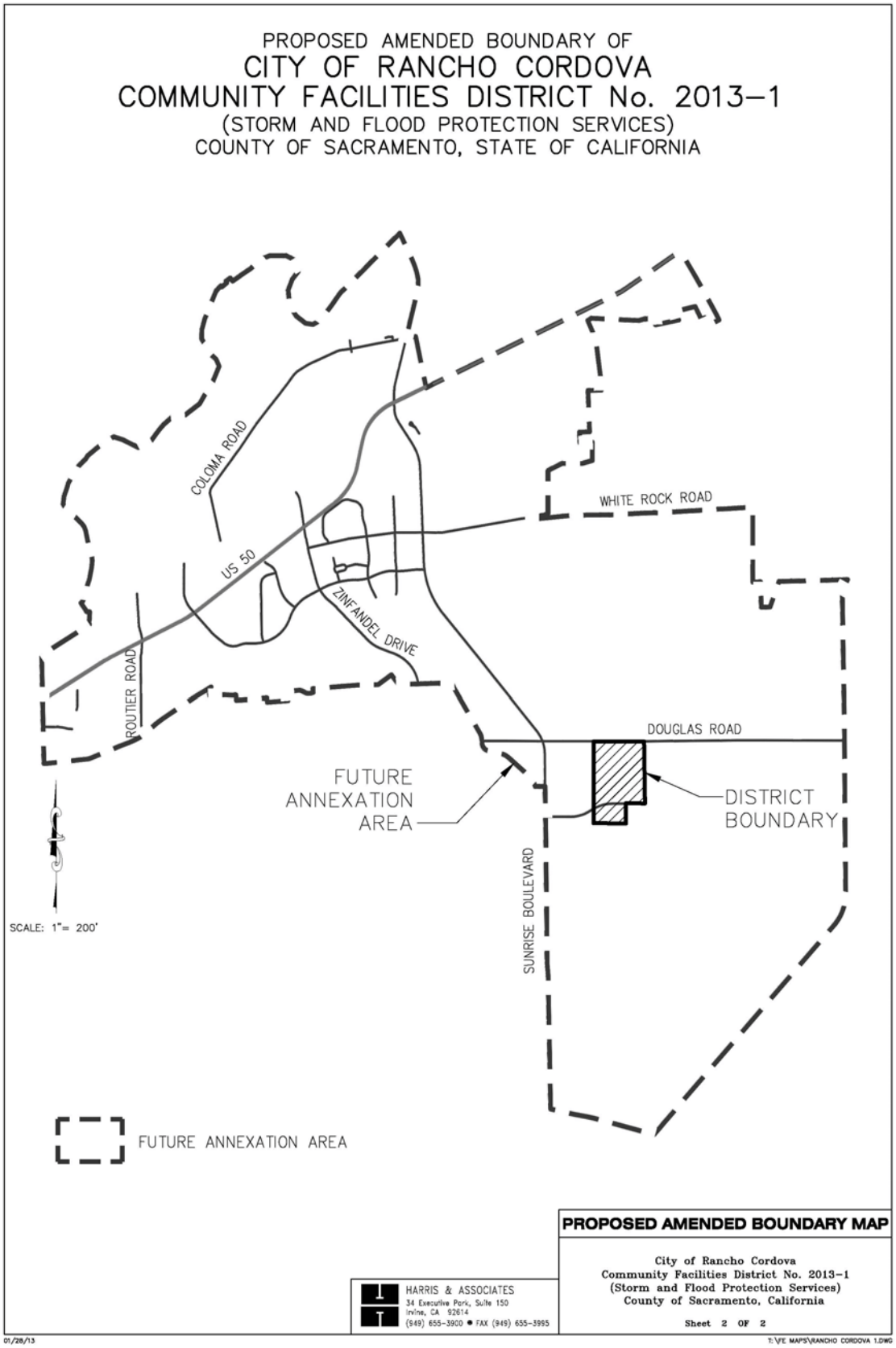
PROPOSED AMENDED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013–1
(Storm and Flood Protection Services)
County of Sacramento, California

Sheet 1 OF 2

01/28/13 T:\VE MAPS\RANCHO CORDOVA 1.DWG

Amended Boundary Map



City of Rancho Cordova
Community Facilities District No. 2013-1
(Storm and Flood Protection Services)
Property Owner List

Assessor's Parcel Number	Owner
067-0030-066	MONTELENA DOUGLAS, LLC
067-0030-067	MONTELENA DOUGLAS, LLC
067-0030-069	MONTELENA DOUGLAS, LLC
067-0030-070	MONTELENA DOUGLAS, LLC
067-1020-001	MONTELENA DOUGLAS, LLC
067-1020-002	MONTELENA DOUGLAS, LLC

MEMORANDUM

DATE: March 4, 2013

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Adam U. Lindgren, City Attorney

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 No. 5-2013, establishing a temporary moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses pending the review and possible amendment of zoning regulations applicable to this type of establishment.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will establish a forty-five (45) day temporary moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses. 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 types 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 these types of businesses; and (5) determine appropriate measures to ensure the protection of public health, safety and welfare.

BACKGROUND

The City has recently received and anticipates additional requests for the development, establishment, and operation of Computer Gaming and Internet Access Businesses within the City. While the City's codes regulate indoor amusement/entertainment facilities, these regulations were meant to cover uses such as dance halls and ballrooms, and electronic game arcades. Computer stations at Computer Gaming and Internet Access Businesses are used in a manner that is different from coin-operated videogame machines, and therefore have different impacts. For example, a main difference has been the operation of computer terminals for administration of a “sweepstakes” games, which is an activity and use that is not addressed in the City’s codes.

Recently, City staff has observed that there has been an increase of Computer Gaming and Internet Access Businesses that promote "sweepstakes gaming" in surrounding jurisdictions. These operations encourage game playing that may provide chances to be awarded prizes or

money through the use or betting of additionally gained or bought sweepstakes game entries. With sweepstakes gaming, there is generally a charge for use of the computer station and many users may occupy a particular station for multiple consecutive hours, creating unknown impacts on the surrounding area and businesses. In addition to the questionable legality of such gaming under State law, the extended use of such facilities by multiple persons waiting for a limited number of computer stations could contribute to increased detrimental effects on the commercial area where located and the surrounding residential area.

Many California cities and counties, including Sacramento County, have experienced criminal activity associated with Computer Gaming and Internet Access Businesses. Recently, there have been several reports of Computer Gaming and Internet Access Businesses being shut down or having their business licenses revoked for illegal activity in the County of Sacramento. City staff has been in contact with detectives from the Sacramento County Sheriff's Department in order to get more information regarding the negative impacts that these establishments can cause if unregulated. Staff was informed that Sacramento County observed loitering, drug use, prostitution and the sale of stolen property as some of the crimes that surrounded these businesses claiming to be legitimate Computer Gaming and Internet Access Businesses or internet cafes.

The City of Rancho Cordova has also experienced negative impacts associated with Computer Gaming and Internet Access Businesses that operated as sweepstakes gaming establishments. City staff received complaints by neighboring businesses and property owners of loitering and drug use around the business. City Code Enforcement and Police Department staff have conducted inspections on past businesses and observed over 20 computers all set up with gaming applications which gave it a casino appearance. Most of the computers were in use with people standing nearby, either there with a person using the computer, or waiting for a station. These establishments are no longer in operation, however, there are currently two businesses with business licenses that may begin operations. The attached Ordinance would not prevent those two establishments from opening, however, Code Enforcement and Police staff will be monitoring the businesses.

City staff also met with members of the Department of Justice regarding the negative impacts that Computer Gaming and Internet Access Businesses cause when not properly regulated. A Special Agent Supervisor for the Department of Justice informed City staff that his team has closed these types of establishments in Sacramento County, Stanislaus County and San Joaquin County. He stated that it is very common for there to be an increase of crime and complaints from adjacent businesses and property owners when these establishments are in operation. According to the Special Agent Supervisor, these establishments can lead to an increase in criminal activity, such as robberies, prostitution, narcotics and violent crimes. Members of the Department of Justice have also expressed concern that the City of Rancho Cordova may become a target for illegal activity at establishments which call themselves Computer Gaming and Internet Access Businesses, but are really casinos.

In a Law Enforcement Advisory memorandum, dated December 5, 2012, the Attorney General and Bureau of Gambling Control declared that "The Bureau of Gambling Control considers Internet cafes that offer … sweepstakes to be illegal gambling operations." The memorandum describes the method of operation of these types of businesses and advised that the Bureau of Gambling Control would assist law enforcement agencies working toward prosecution or pursuing civil or administrative actions in connection with these gambling operations.

The City has received an application for a "Business Center." The City's response to this application is due March 11, 2013. Although the application lists activities such as "shipping, supplies, copies, internet line, faxes, wireless internet, and office supplies," it has been the City's experience, and the experience of other jurisdictions, that these types of businesses oftentimes end up operating sweepstakes gaming. Further, the applicant is the same entity that recently had its business license revoked in Sacramento County for operating the business as a sweepstakes gaming establishment. This moratorium would allow the City to deny the pending application, and all future applications, while the temporary moratorium is in place.

Many cities, including Antioch, Pittsburg, San Leandro and Oakley have adopted similar moratoria in order to provide staff and the City Council sufficient time to study the potential negative impacts of these types of businesses and determine appropriate measures for the protection of public health, safety and welfare.

ANALYSIS

The attached Urgency Ordinance would establish a forty-five (45) day moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses in the City. If approved, it would prevent the issuance of any permit or any applicable license or entitlement for use, including but not limited to, the issuance of a business license or building permit for these types of uses. Without the establishment of a moratorium, multiple applicants could quickly receive entitlements which would allow additional Computer Gaming and Internet Access Businesses within the City. As described in this Staff Report and the attached Urgency Ordinance, the establishment of these types of businesses could potentially pose a threat to the public health, safety, and welfare.

Staff would use this time to study the community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses and the impacts that these types of businesses may have on the public health, safety and welfare. Staff will analyze what local regulations may be appropriate or necessary for Computer Gaming and Internet Access Businesses including the appropriate zoning and location for these types of businesses.

The Urgency Ordinance defines Computer Gaming and Internet Access Businesses as: "an establishment that dedicates more than ten percent (10%) of its total business area accessible to the public or customers for the purpose of providing computers or other electronic devices for access to the world wide web, internet, e-mail, video games or computer software programs which operate alone or are networked (via LAN, WAN or otherwise) or which function as a client/server program, and which seeks compensation, in any form, from users. Computer Gaming and Internet Access Businesses is synonymous with a personal computer ("PC") cafe, internet cafe, cyber cafe, sweepstakes gaming facilities, business center, internet sales business and internet center, but does not include a Public Use or Internet Learning Center as defined herein. Establishments providing only wireless services, and not providing computers, are not intended to fall under the definition of "Computer Gaming and Internet Access Businesses. Establishments providing coin or token operated arcade video games are addressed under regulations for "Indoor Amusement/Entertainment" are not intended to fall under the definition of "Computer Gaming and Internet Access Business."

Exception for Public Use or Internet Learning Centers

Staff recognizes that there are always concerns with the establishment of moratoria due to their impacts on legitimate businesses that provide a benefit to the community. Specifically, staff acknowledges the importance of providing the community with access to computers and the internet for learning and research purposes.

Due to this concern, staff has drafted the Urgency Ordinance to exclude certain uses from the moratorium's effect. The moratorium excludes "Public Use or Internet Learning Centers," which are defined as: "establishment[s] that provides computer access which is operated by the City of Rancho Cordova, a school district, a library, a college district, any other local, State, or Federal government agency or a private institution of learning which provides classes using computer instruction or a non-profit organization which does not receive compensation in any form other than school tuition."

Other Exceptions

The Urgency Ordinance is also not intended to prohibit businesses that have a learning center or business center as a small part of their main business, such as a hotel, coffee shop or print/copy establishment. This is why the definition limits the applicability of the moratorium to establishments that dedicate more than ten (10%) of their total business area accessible to the public or customers for the purpose of providing such services.

While the City's codes regulate indoor amusement/entertainment facilities, these regulations were meant to cover uses such as dance halls and ballrooms, and electronic game arcades. Computer stations at Computer Gaming and Internet Access Businesses are used in a manner that is different from coin-operated videogame machines, and therefore have different impacts

Future Extensions of the Moratorium

Pursuant to Government Code section 65858, the City may establish a temporary moratorium prohibiting any uses that may be in conflict with a contemplated general plan, specific plan or zoning proposal that the legislative body, planning commission or the planning department is considering in order to protect and preserve the public safety, health and welfare. The initial moratorium is for forty-five (45) days, however, can be extended for up to a total of two (2) years, provided that the current and immediate threat to the public safety, health and welfare still exists, and the City follows the public notice and hearing procedures required for extension of the moratorium.

Voting Requirement

This attached Urgency Ordinance shall become effective immediately upon passage and adoption by at least four-fifths (4/5) vote of the City Council, and shall be in effect for forty-five (45) days therefrom unless extended by the City in accordance with California Government Code section 65858

ATTACHMENTS

1. Draft Urgency Ordinance 5-2013, establishing a temporary moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses

2. Bureau of Gambling Control/Office of the Attorney General – Law Enforcement Advisory memorandum regarding Internet Cafes – December 5, 2012

3. News Articles regarding Computer Gaming and Internet Access Businesses

2042903.2

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 5-2013

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

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

Section 1. Findings.

A. Pursuant to Article XI, Section 7 of the California Constitution, the City of Rancho Cordova may make and enforce, within its limits, all local police, sanitary, and other ordinances and regulations not in conflict with general laws; and

B. The City has received and anticipates additional requests for the construction, establishment, and operation of Computer Gaming and Internet Access Businesses (as defined herein) within the City. However, the provisions of the Rancho Cordova Municipal Code that may regulate the construction, operation, and establishment of Computer Gaming and Internet Access Businesses in the City are inadequate and need review, study, and revision. The current provisions fail to thoroughly address the impacts related to the location and manner of construction, establishment, and operation of Computer Gaming and Internet Access Businesses in relation to public health, safety, and welfare concerns, including, but not limited to, the impacts they may have on parking, surrounding uses, and the community; and

C. While the City's codes regulate indoor amusement/entertainment facilities, these regulations were meant to cover uses such as dance halls and ballrooms, and electronic game arcades. Computer stations at Computer Gaming and Internet Access Businesses are used in a manner that is different from coin-operated videogame machines, and therefore have different impacts. Recently, City staff has observed an increase of Computer Gaming and Internet Access Businesses that promote "sweepstakes gaming" in Sacramento County and other surrounding jurisdictions. Sweepstakes gaming encourages game playing that may provide chances to be awarded prizes or money through the use or betting of additionally gained or bought sweepstakes game entries. This type of gaming generally results in a user occupying a particular station for multiple consecutive hours. These games hold out the possibility of winning cash prizes. Frequently, the games have the appearance of Las Vegas-style games of chance, such as slot machines, thus creating a casino-like atmosphere at such businesses. State law prohibits commercially operated banked or percentage games and “gambling machines,” and highly restricts and regulates other gambling operations.

D. In a Law Enforcement Advisory memorandum, dated December 5, 2012, the Attorney General and Bureau of Gambling Control declared that “The Bureau of Gambling Control considers Internet cafes that offer … sweepstakes to be illegal gambling operations.” The memorandum went on to describe the method of operation of these types of businesses and advised that the Bureau of Gambling Control would assist law enforcement agencies working toward prosecution or pursuing civil or administrative actions in connection with these gambling operations; and

E. Members of the Department of Justice participated in a meeting with City staff regarding the negative impacts that Computer Gaming and Internet Access Businesses cause when not properly regulated. A Special Agent Supervisor for the Department of Justice informed City staff that his team has closed these types of establishments in Sacramento County, Stanislaus County and San Joaquin County. He stated that it is very common for there to be an increase of crime and complaints from adjacent businesses and property owners when these establishments are in operation. According to the Special Agent Supervisor, these establishments can lead to an increase in criminal activity, such as robberies, prostitution, narcotics and violent crimes. Members of the Department of Justice have expressed concern that the City of Rancho Cordova may become a target for illegal activity at establishments which call themselves Computer Gaming and Internet Access Businesses, but are really casinos; and

F. Recently, there have been several reports of Computer Gaming and Internet Access Businesses being shut down or having their businesses license revoked for illegal activity in the County of Sacramento. City staff has been in contact with detectives from the Sacramento County Sheriff's Department in order to get more information regarding the negative impacts that these establishments can cause if unregulated. Staff was informed that Sacramento County observed loitering, drug use, prostitution and the sale of stolen property as some of the crimes that surrounded these businesses claiming to legitimate Computer Gaming and Internet Access Businesses or internet cafes; and

G. In addition to the questionable legality of such gaming under State law, the extended use of such facilities by multiple persons waiting for a limited number of computer stations could contribute to increased detrimental effects on the commercial area where such facilities are located and the surrounding residential area; and

H. Cities in the Bay Area have also experienced criminal activity associated with illegal activity at establishments that call themselves Computer Gaming and Internet Access Businesses. Such activities included incidents involving robbery, illegal drug use and sales, burglary, assaults, public intoxication, vandalism, property damage, loitering, and illegal lotteries. Many cities including Antioch, Pittsburg, San Leandro and Oakley have adopted similar moratoria in order to provide staff and the City Council sufficient time to study the potential negative impacts of these types of businesses, and determine appropriate measures for the protection of public health, safety and welfare. All of these cities referenced the potential secondary impacts that these types of businesses, if unregulated, can result in; and

I. The City of Rancho Cordova has experienced negative impacts associated with Computer Gaming and Internet Access Businesses that operated as sweepstakes gaming establishments. City staff received complaints by neighboring businesses and property owners of loitering and drug use around the business. City Code Enforcement and Police Department staff have conducted inspections on past businesses and observed over 20 computers all set up with gaming applications which gave it a casino appearance. Most of the computers were in use with people standing nearby, either there with a person using the computer or waiting for a station. These establishments are no longer in operation, however, there are currently two businesses with business licenses that may begin operations. This moratorium would not prevent those two establishments from opening, however, Code Enforcement and Police staff will be monitoring the businesses; and

J. The City has received an application for a "Business Center." The City's response to this application is due March 11, 2013. Although the application lists activities such as "shipping, supplies, copies, internet line, faxes, wireless internet, and office supplies," it has been the

City's experience, and the experience of other jurisdictions, that these types of businesses oftentimes end up operating sweepstakes gaming. Further, the applicant is the same entity that recently had its business license revoked in Sacramento County for operating the business as a sweepstakes gaming establishment. This moratorium would allow the City to deny the pending application, and all future applications, while the temporary moratorium is in place; and

K. City staff expects that more applications for Computer Gaming and Internet Access Businesses will be received. The Department of Justice has also indicated that they expect applications to increase in the City as these businesses are being shut down in surrounding jurisdictions. Without a moratorium, the City would need to make its decisions on any business license or permit based on the City's current codes; and

L. The City Council is concerned that the establishment and operation of Computer Gaming and Internet Access Businesses without adequate regulation will result in an increase in crime; and

M. Without the enactment of this Ordinance, multiple applicants could quickly receive entitlements which would allow additional Computer Gaming and Internet Access Businesses that could pose a threat to the public health, safety, and welfare. The City Council hereby determines that the Municipal Code is in need of updating to protect the public against potential health, safety, and welfare dangers caused by Computer Gaming and Internet Access Businesses. The City requires additional time to prepare, evaluate and adopt reasonable regulations regarding the construction, placement, and operation of Computer Gaming and Internet Access Businesses; and

N. In order to address both community and statewide concerns regarding the establishment of Computer Gaming and Internet Access Businesses, it is necessary for the City to study the potential impact such facilities may have on the public health, safety and welfare and to study possible adoption of amendments to the City's Municipal Code and Zoning Code; and

O. Because the City has not adopted rules and regulations specifically applicable to the establishment and operation of Computer Gaming and Internet Access Businesses, the lack of such controls may lead to the proliferation of such businesses and the inability of the City to regulate these establishments in a manner that will protect the general public, homes and businesses adjacent to and near such businesses, and the clients of such establishments. The City Council finds that there is a threat to the public health, safety and welfare of the community if Computer Gaming and Internet Access Businesses locate within the City without proper regulations in place; and

P. California Government Code section 65858, Subdivision (a) provides: that city legislative bodies may, to protect public safety, health and welfare, adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time; that adoption of such urgency measures requires a four-fifths vote of the legislative body; that shall be of no further force and effect 45 days from the date of adoption, and may be extended a maximum of two times and have a maximum total duration of 2 years; and

Q. California Government Code section 65858, Subdivision (c), provides: that legislative bodies may not adopt or extend such interim ordinances unless they contain findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional entitlements would result in that threat to the public health, safety or welfare; and

R. The City Council desires to: (1) address the community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses; (2) study the potential impacts that Computer Gaming and Internet Access 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 Computer Gaming and Internet Access Businesses; and (5) determine appropriate controls for the protection of public health, safety and welfare; and

S. Staff shall commence steps to conduct a study of the potential impacts of Computer Gaming and Internet Access Businesses, and possible amendments to the City's Municipal and Zoning Code, for clear, consistent and uniform regulations related to the establishment, location and operation of such businesses.

Section 2. Moratorium Imposed.

A. Scope

In accordance with the authority granted to the City of Rancho Cordova under Article XI, Section 7 of the California Constitution and California Government Code section 65858, from and after the effective date of this Ordinance, no permit or any other applicable license or entitlement for use, including, but not limited to, the issuance of a business license, business permit, building permit, conditional use permit, or zoning text amendment shall be approved or issued for the establishment or operation of Computer Gaming and Internet Access Businesses in the City of Rancho Cordova. Additionally, Computer Gaming and Internet Access Businesses are hereby expressly prohibited in all areas and zoning districts of the City.

B. Definitions

1. For purposes of this Ordinance, "Computer Gaming and Internet Access Businesses" shall mean an establishment that dedicates more than ten percent (10%) of its total business area accessible to the public or customers for the purpose of providing computers or other electronic devices for access to the world wide web, internet, e-mail, video games or computer software programs which operate alone or are networked (via LAN, WAN or otherwise), or which function as a client/server program, and which seeks compensation, in any form, from users. Computer Gaming and Internet Access Businesses is synonymous with a personal computer ("PC") cafe, internet cafe, cyber cafe, sweepstakes gaming facilities, business center, internet sales business and internet center, but does not include a Public Use or Internet Learning Center as defined herein. Establishments providing only wireless services, and not providing computers, are not intended to fall under the definition of "Computer Gaming and Internet Access Businesses." Establishments providing coin or token operated arcade video games are addressed under regulations for "Indoor Amusement/Entertainment" are not intended to fall under the definition of "Computer Gaming and Internet Access Businesses."

2. For purposes of this Ordinance, "Public Use or Internet Learning Center" shall mean an establishment that provides computer access which is operated by the City of Rancho Cordova, a school district, a library, a college district, any other local, State, or Federal government agency or a private institution of learning which provides classes using computer instruction or a non-profit organization which does not receive compensation in any form other than school tuition.

C. Statutory Findings and Purpose

This Ordinance is declared to be an interim ordinance as defined under California Government Code section 65858. This Ordinance is deemed necessary based on the findings of the City Council of the City of Rancho Cordova as set forth in Section 1 of this Ordinance.

Section 3. Public Nuisance.

The establishment, maintenance or operation of a Computer Gaming and Internet Access Business as defined herein within the City limits of the City of Rancho Cordova, is a public nuisance. Violations of this Ordinance may be enforced by any applicable law, including but not limited to, injunctions, administrative citations, or criminal penalties.

Section 4. CEQA.

Pursuant to Section 15001 of the California Environmental Quality Act (CEQA) Guidelines, this Ordinance is exempt from CEQA based on the following:

(1) This Ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or ultimately.

(2) This Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines as a regulatory action taken by the City pursuant to its police power, and in accordance with Government Code section 65858, to assure maintenance and protection of the environment pending the evaluation and adoption of contemplated local legislation, regulation and policies.

(3) This Ordinance is not subject to CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (1) and (2), above, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 5. 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 of the City of Rancho Cordova 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.

ATTACHMENT 1

Section 6. Effective Date and Duration.

This Ordinance shall become effective immediately upon passage and adoption by at least four-fifths vote of the City Council, and shall be in effect for 45 days therefrom unless extended by the City in accordance with California Government Code section 65858.

ADOPTED, this ____ day of _____ 2013 by the following vote:

AYES:

NOES:

ABSENT:

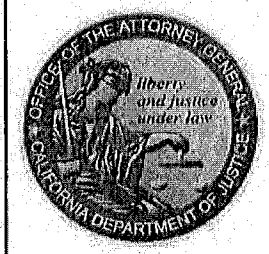
ABSTAINING:

_____
Linda Budge, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

2042061.3



BUREAU OF GAMBLING CONTROL

KAMALA D. HARRIS
Attorney General

WAYNE J. QUINT JR.
Bureau Chief

NUMBER 11	LAW ENFORCEMENT ADVISORY	DECEMBER 5, 2012

Internet Cafés

With increasing frequency, so-called "Internet cafés" that sell Internet time or phone cards in conjunction with a "promotional sweepstakes," are operating throughout California. The "sweepstakes aspect" of the Internet cafés permits customers to play gambling-themed games on computers to win cash prizes. The Bureau of Gambling Control (Bureau) considers Internet cafés that offer these types of sweepstakes to be illegal gambling operations.

Method of Operation:

In general, Internet cafés are located in storefront strip malls, though they can also be standalone establishments. Numerous computer terminals or stations are located inside each Internet café. Customers generally purchase Internet time or phone time using a magnetic striped card provided by the Internet café. After making a purchase of Internet time or phone time, customers swipe the magnetic card through a card reader at a computer terminal or station inside the Internet café to play gambling-themed games. Along with the Internet time or phone time, customers receive sweepstakes "entries" or "credits" based upon the amount spent (e.g., 100 sweepstakes entries for $1.00 of Internet time purchased). The sweepstakes entries are displayed on the computer screens as "credits." The customer then has the option to select one of several gambling-themed games and makes bets with the credits. Customers who win prizes can cash in any winnings, or use the winnings to purchase additional internet time and sweepstakes entries. Cash prizes ranging from $1.00 to as much as $4,000 are paid out daily. Customers may be able to receive and play 100 credits per 24-hour period for free, but must purchase Internet time or phone card time to obtain additional sweepstakes credits to play the games once they have played the free credits.

In addition to the onsite computers, a server running the sweepstakes software will typically be present, although a remote location server might also be used. The software operates and controls the game play and pay outs at the computer terminals and maintains customer information. The software is most often provided by out-of-state companies and is designed with the intent of circumventing state gambling laws. It can reasonably be anticipated that this software will be continuously modified to avoid detection and analysis in an attempt to prevent prosecution.

Existing Law:

Computers that offer the sweepstakes generally described above are illegal "slot machine[s] or device[s]" prohibited by Penal Code section 330b, subdivision (d). (See also *People ex rel. Lockyer v. Pacific Gaming Technologies* (2000) 82 Cal.App.4th 699 [a vending machine dispensing pre-paid telephone cards with "a sweepstakes feature" and prizes determined by a pre-set computer program is an unlawful gambling device under Penal Code section 330b].) Penal Code section 330a, subdivision (a), describes as prohibited "any slot or card machine, contrivance, appliance or mechanical device" on "which money or other valuable thing is staked or hazarded." (See also Pen. Code, § 330.1.) Business and Professions Code sections 17200, et seq., and 17500, et seq., provide for civil penalties and other remedies against these Internet café operations for unlawful business practices and false advertising. Penal Code section 335a states, "Any and all money seized in or in connection with such machine or device shall, immediately after such a machine or device has been so destroyed, be paid into the treasury of the city or county." The operator may sue for recovery of the devices within 30 days after issuance of the notice of intended destruction under Penal Code section 335a.

Assistance:

The Bureau will assist California law enforcement agencies working toward prosecution or pursuing civil or administrative actions in connection with Internet café gambling operations. Assistance may encompass advice, Bureau personnel and equipment, search and arrest warrant examples, and other experienced assistance with enforcement operations. The local law enforcement agency will retain the lead role and be responsible for evidence retention, seizure of funds, and prosecution, or civil or administrative action against the establishment.

This advisory is for informational purposes only and is not intended to be legal advice.

For more information regarding this advisory, contact the California Department of Justice, Bureau of Gambling Control at (916)227-3584

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Cafe loses bid to keep license; Sacramento County officials cite secret gambling operation

bbranan@sacbee.com (Brad Branan)

Posted: 01/10/2013 10:23 PM

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Mr. M's advertises itself as an "Internet and Cafe" on its sign on Fair Oaks Boulevard in Carmichael, but what happens inside looks more like a small casino.

On a recent weeknight, 20 people were playing games of chance, including computer slot machines with sound effects that rang like the real thing.

On Tuesday, Sacramento County supervisors turned down an appeal by Mr. M's owner, Martel Mendoza, to have a previous rejection of his business license overturned. The county's tax and license collector had revoked it in August, following an investigation by law enforcement officials.

According to state and county officials, the "cafe" is a concealed gambling operation and part of a growing trend across California.

In an advisory sent to law-enforcement officials last month, the state Bureau of Gambling Control said Internet cafes with gambling are opening with "increasing frequency." The bureau "considers Internet cafes that offer these types of sweepstakes to be illegal gambling operations," the advisory states.

Michelle Gregory, a spokeswoman at the state Department of Justice, said local law enforcement officials have contacted the department about illegal gambling operations across the state. The department has been providing advice and assistance to the jurisdictions, including Sacramento County.

About 15 similar gambling operations have opened in the past couple of years in unincorporated Sacramento County, said Guy Fuson, the county's business license manager. Typically they use an Internet cafe or other type of business as a front, he said.

Three of the operations have lost their business licenses, others decided to close after being told they were illegal, and some are still in operation, he said.

In an unsuccessful bid to restore Mendoza's license before the supervisors Tuesday, Mendoza's attorney, Harlan W. Goodson, echoed what defense attorneys have said in other cases. He said Mr. M's provides legal sweepstakes games – such as the Monopoly games that McDonald's offers. They're a form of advertising and protected free speech, he said.

The Sacramento County District Attorney's Office has worked with the Sheriff's Department and the Sacramento Police Department to close a number of Internet cafes offering illegal gambling, spokeswoman Shelly Orio said.

The office has filed cases against four operations, with 10 defendants, and has investigations open against other stores with gambling, she said.

Fuson said officials are worried that customers aren't the only ones losing money because of the gambling.

"Gambling isn't the biggest problem," he said. "The real problem is that legitimate businesses are complaining. These places attract prostitution, drug dealing and trash."

In April, when the Sheriff's Department conducted a raid on Mr. M's, a man suspiciously tried to leave out the back door, according to an investigative report. He was carrying 9 grams of methamphetamine, a scale and a narcotic pipe, the report said.

Fuson said the increase in illegal gambling is tied in part to the county's decision a little over a year ago to ban marijuana dispensaries. Some of the illegal gambling operations have been run by former dispensary operators, he said.

At places such as Mr. M's, customers go in and get a card that contains credits and swipe it on a computer terminal. The terminal gives customers the option of using the Internet or playing sweepstakes games.

Typically, the sweepstakes software is operated on site, according to the Department of Justice. Customers are paid their winnings on-site.

Some people who have tried to open such operations in Sacramento County freely stated their intent and were denied, Fuson said. Others, such as Mendoza, have not been forthcoming.

In his application, he said he would offer "copying, faxing, printing, Internet, coffee, soda, snack prepackaged." His attorney argued Tuesday that he did not deceive the county but offered the sweepstakes as marketing for the other products.

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Cafe loses bid to keep license; Sacramento County officials cite secret gambling operation

bbranan@sacbee.com

Published Wednesday, Jan. 09, 2013

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Government, Business

County: Fake Carmichael Internet Cafe Was Illegal Casino; Appeal Tuesday

Mr. M's Internet & Cafe, a Fair Oaks Boulevard business, lost its business license last year.

By Cody Kitaura | Email the author | January 8, 2013

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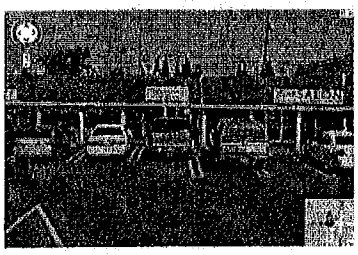

A Carmichael business listed as a copy shop with coffee and snacks was actually a front for illegal electronic slot machines and keno, Sacramento County officials say.

The owner of Mr. M's Internet & Cafe, the business at 7741 Fair Oaks Blvd. which was shut down by county officials last year, is appealing the loss of the shop's business license. The Sacramento County Board of Supervisors will hear the item at 2 p.m. Tuesday, 700 H St.

Law enforcement officials visited the shop in February and March of 2012, according to a county staff report.

During the first visit, "Both walls and each side of the center isle were lined with computer terminals functioning as slot machines," the staff report states. "All customers observed at this time were playing on these machines. There was no evidence of any other business activity."

During the second visit, the business owners had added a few shelves with stationary, the county said.

An undercover county official played keno during visits to the shop, the staff report states.

Martel Mendoza, the owner of the business, appealed the loss of his business license in October and was denied.

"Mr. Mendoza testified on his own behalf and asserted that customers cannot purchase game credits," the county staff report said. "Instead they get free credits when they purchase something from his store. Notably, this theoretical method of operation did not play out in real life. ... Appellant's request for review does not challenge any of the factual findings, rather, appellant attempts to make a legal characterization to support its argument that its devices are a legal form of sweepstakes, as shall be shown, this is incorrect."

The board of supervisors will review the case Tuesday.

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American Canyon City Council adopts moratorium on Internet cafes

By Sarah Rohrs/ Times-Herald staff writer / Vallejo Times Herald
Posted: 2-21-13

TimesHeraldOnline.com

AMERICAN CANYON -- In order to take a good look at Internet cafés, the City Council has adopted a 45-day moratorium on such businesses, primarily those offering sweepstakes and other actions some might consider gambling.

The issue arose after review of Freedom PCS, LLC on Antonio Avenue near Broadway which sells Internet time on phone cards in connection with a promotional sweepstakes, according to city staff.

"The application for the business license doesn't jive with the business (the operator) is conducting. So, we're going to look into it and, in light of all that, we decided to take a look at all the state regulations," Mayor Leon Garcia said.

Freedom PCS is American Canyon's first Internet cafe, and there is interest from other businesses who would like to open up similar establishments, city Community Development Director Brent Cooper said.

Before any more Internet cafés can come in, the city wants to review them and also an Attorney General's report on such businesses, Cooper said.

Upon further review of Freedom PCS, the city allegedly found some activities taking place do not fall under the business license offered for the establishment, according to the city.

As such, City Manager Dana Shigley sent a letter Tuesday to the business' attorney informing him that the business license has been revoked.

The business' attorney was on vacation and could not be reached for comment, and a manager or other representative at the business was unavailable Wednesday.

Contacted last week, a store employee told the Times-Herald the store sells phone products, phone calls and offers faxing and copying services.

But, Cooper said by offering sweepstakes and other prizes, the nature of the business is more "indoor entertainment" than a retail establishment. Under that scenario, the business requires more permits, he added.

Computers that offer sweepstakes can be seen as "slot machines" which are illegal in California, according to a staff report.

Cooper said the business is not being singled out or targeted.

"They have a couple of different options" to stay open, including applying for additional permits or amending their indoor activities, he added.

Contact staff writer Sarah Rohrs at srohrs@timesheraldonline.com or (707) 553-6832. Follow her on Twitter @SarahVTH.

Hayward issues 45-day moratorium on Internet 'sweepstakes' cafes

By Rebecca Parr The Daily Review Contra Costa Times
Posted: 2-20-13

ContraCostaTimes.com

HAYWARD -- A ban on Internet "sweepstakes" cafes, which city staff members contend promote illegal gambling, went into effect Wednesday after the City Council unanimously passed a 45-day moratorium on the operations.

During its meeting Tuesday night, the council also approved a plan to allow on-street parking for South Hayward BART Station patrons. The BART board also must agree to the plan, which would be the first time that designated BART parking has been allotted on city streets.

At the cafes, patrons purchase time on computers, which they use for sweepstakes and Las Vegas-style gambling, said David Rizk, city director of development services. One of the cafes is no longer in business, and the city is working to shut down the other two, which are not allowed under current zoning rules, he said.

Ron Doyle, owner of Net Connection on B Street, said his business does not break the law, and he resents being lumped in with others. "We don't use gambling-theme games as outlined by the attorney general," he told the council. "Not all sweepstakes are illegal in California."

Councilwoman Barbara Halliday said the city has received complaints about the cafes. "With all due respect, this is not the kind of business we want," she said.

Doyle said that his customers are buying Internet time, and they are given a free sweepstakes game as an incentive to buy Internet time. "We have a library within two blocks of this business where you can use the Internet for free," Halliday replied.

The moratorium will give city staff members time to review whether Hayward needs to revise its zoning regulations or municipal code to address the cafes. Alameda County is also taking steps to close sweepstakes cafes in the unincorporated areas, including another one run by Doyle in San Lorenzo.

The on-street parking proposal at South Hayward BART station is making the best of a less-than-ideal situation, City Manager Fran David told the council.

A combination of affordable and market-rate apartments is planned near the South Hayward BART station. As originally envisioned, the apartments would be built on an existing BART overflow parking lot, and those cars would move to a new parking garage. But the parking garage has been scrapped, at least for now, because of loss of redevelopment money.

"This is a creative and positive solution," David said.

BART riders would be allowed to park along stretches of Tennyson Road and Mission Boulevard and the west side of Dixon Road near the station. The parking fee would be $1 a day.

Residents near the station would be issued free parking permits, said Kelly McAdoo, assistant city manager.

If the BART board approves the plan, it will go into effect April 15. The project would be reviewed in six months.

Hayward resident Andy Wilson noted that cars already park on some lawns along Dixon.

"So when are you going to schedule street sweeping?" he asked. His question was followed by silence; then McAdoo said that the trial period would be used to review and revise the plan as needed.

Contact Rebecca Parr at 510-293-2473 or follow her at Twitter.com/rdparr1.

Alameda County ready to close Internet 'sweepstakes' cafes

By Ashly McGlone Hayward Daily Review Contra Costa Times
Posted: 1-24-13

ContraCostaTimes.com

SAN LORENZO -- Less than a year after Net Connection Internet cafe opened its doors on Hesperian Boulevard, county officials are trying to close it and a string of similar businesses in unincorporated neighborhoods after the state declared them illegal gambling operations.

Net Connection sells customers Internet time and, in turn, access to online sweepstakes games for a minimum $5 fee. Payouts at Net Connection can reach $1,000, according to an online review of the operation. A private security officer stands guard outside the door.

A clerk behind the counter at Net Connection said the shop sells Internet time and nothing else. Net Connection management did not respond to a request for comment.

Similar cafes nationwide operate differently, with some offering customers the choice between standard Internet access or sweepstakes games after logging in with a paid Internet time card. Others offer sweepstakes time, credits or money as a promotion with the purchase of a soda, coffee, snacks or services like faxing. Sweepstakes games range from video slot machines to poker, roulette, and blackjack hosted on a local or remote software server.

Such establishments aim to skirt state gambling laws and are illegal, according to the state Bureau of Gambling Control. The bureau issued a law enforcement advisory on the topic in December and offered local governments assistance in shutting them down.

The advisory gave the county the solid footing it needed to pursue the closures, said Supervisor Wilma Chan, who represents San Lorenzo. Chan's field office is located steps away from Net Connection.

"I think people in the community don't want a flood of certain types of businesses coming in and we can only regulate based on state law and other things," Chan said. "They call themselves Internet cafes, but they are really online gambling establishments."

The Alameda County Board of Supervisors issued a moratorium on new cafes in October while the planning department reviewed the cafes' operations. The review, finished late last year, concluded the businesses do not comply with the county's zoning ordinance since no business like it is listed as a permissible or conditional land use. The county supervisors voted to repeal the moratorium Jan. 8, saying it was now moot since closures were being pursued.

Alameda County has sent cease and desist letters to all five Internet cafes located in unincorporated areas, including two in San Lorenzo, two in unincorporated Hayward and one in Castro Valley, said Alameda County Sheriff's Sgt. Bret Scheuller, head of the area's community policing unit. All have been open less than a year.

"We get quite a few community complaints from residents and business owners, and they range from parking issues to loitering to illegal drug use and sales, so it runs the gamut," Scheuller said. "We are closely monitoring the activities of these places while they are still open. We have made arrests at all five of the ones we currently have."

County hearings for the businesses are next, and if sought, an appeal process, said Albert Lopez, planning director for Alameda County. Lopez estimates all issues will be settled and closed within 60 days.

The Internet cafe sweepstakes industry -- estimated to gross $10 billion a year nationally by a leading consultant to the sweepstakes industry -- has prompted legislative bans and legal battles in some states and efforts to protect the cafes in others.

Executives of Hest Technologies, a Texas-based company that makes software used in the cafes, were arrested in August and face charges of felony gambling, money laundering and organized criminal activity. In Florida, proposed legislation to regulate or ban them leaves their fate unclear.

In Contra Costa County, the cities of Antioch, Pittsburg and Oakley all placed moratoriums on the cafes last year, and Brentwood placed restrictions requiring employee background checks, limited hours of operation and prohibitions against adult-oriented business, among other requirements.

James Saavedra, owner of Papa Ponchos Taqueria, located in the same San Lorenzo complex as Net Connection, welcomes the planned closure.

Saavedra said he and five other tenants petitioned the landlord April 18 for help addressing the problems they said the cafe brought, including concerns about security, nuisances created by cafe clientele, trash accumulation and parking issues in the 20-minute lot.

"We as business owners have heard from our own 20-plus-year customers that they do not feel comfortable about coming into our stores," Saavedra said. "(The cafes) are deceiving. They tell the general public just what they want to hear. They are not truthful with what they are actually doing."

The board of directors for the Washington D.C.-based American Gaming Association, which promotes the interests of the entertainment gaming industry, voted in the fall to oppose the cafes.

Kathy Martins, interim administrator at the San Lorenzo Village Homeowner's Association, said the association has fielded numerous complaints about the cafes.

"We have two in a very small geographical location, and that was very concerning," Martins said, adding that the decision to close them, "really shows that the board of supervisors are in touch with the communities they govern."

Pittsburg extends moratorium on Internet cafes until next June

By Eve Mitchell Contra Costa Times Contra Costa Times
Posted: 7-31-12

MercuryNews.com

PITTSBURG -- Council members unanimously agreed Monday to extend a temporary moratorium on the opening of Internet cafes over concerns that they are being used mainly by people to enter online sweepstakes competitions that mimic casino-style slot machine games.

A 45-day moratorium was passed in June banning the opening or operating of Internet access and computing gaming businesses. At Monday's public hearing on the matter, council members voted to extend the moratorium, which was to end Thursday, until next June.

State gaming officials view online sweepstakes as being illegal but have left enforcement decisions up to cities.

Some Internet cafes try to drum up business by selling blocks of online usage time that let patrons use an electronic card or pin code to enter sweepstakes-styles competition for a chance to win more money or additional time at the computer terminal.

The idea behind the extension was to give city staff more time to look into whether Internet cafes should be permitted, and if so, what rules would apply. Among the choices the city is facing is whether to require Internet cafes to obtain a use permit, which means the city could prevent a cafe from opening by denying the permit, or going with a licensing approach.

"There are concerns about the effects these businesses have on local communities," City Attorney Ruthann Ziegler said.

Neighboring Antioch approved a 45-day moratorium in late February that prevented new Internet cafes from opening beyond the two that operate now. Antioch worked with existing cafe owners to come up with up licensing requirements that went into effect in March that required them to take measures such as installing surveillance cameras and not covering windows to address concerns about criminal activity that ranged for panhandling to assaults. Antioch has since extended the 45-day moratorium to prevent the opening of new Internet cafes until next February. The licensing requirements would apply to any new business that do open.

Pittsburg's initial moratorium was enacted June 18 just days after Interactive Internet opened on Railroad Avenue. Interactive Internet, which is owned by Patricia Simmons, then closed because it didn't have a proper business license. Simmons is also the owner of Cot on the Web in Antioch, along with another Internet cafe in Antioch that was in the process of moving to a new location, but has been unable open again as a result of the moratorium.

Christine Moore, an attorney who spoke on behalf of Simmons at Monday's hearing, urged Pittsburg council members to consider adopting a licensing approach similar to Antioch's and not drag out the process until next June.

"We would just request the city of Pittsburg be just as expeditious in that process," Moore said.

Moore also questioned whether extending the moratorium was being done to prevent Simmon's Internet cafe from opening.

Ziegler said there was no intent to single out an individual business.

"We are being responsible and responsive to concerns by requesting an extension of the moratorium," she said.

Reach Eve Mitchell at 925-779-7189. Follow her on Twitter.com/EastCounty_Girl.

Antioch looks to set regulations for Internet cafes

By Paul Burgarino Contra Costa Times Contra Costa Times
Posted: 2-28-12

ContraCostaTimes.com

Antioch is considering a moratorium on new Internet access businesses so that it can set ground rules for their operation in the wake of concerns about illegal activity stemming from them.

At these so-called Internet cafes, patrons purchase time to go online and receive chances to win money through sweepstakes games. In Antioch, two of these cafes offer the sweepstakes to entice customers; a third business recently closed but is trying to relocate in the city. Patrons receive more chances to play the game of luck if they purchase additional Internet time or phone cards.

Municipalities around the country are grappling with the legality of sweepstakes cafes, which are often said to resemble casino slot machines. The City Council's decision, however, will not focus on whether the "sweepstakes games" are illegal gambling but rather set rules for the businesses' operation, said Tina Wehrmeister, the city's community development director.

Over the past two years, Antioch received applications for shops described as offering print, copy, fax services and Internet access, which it envisioned to be "Kinko's-like businesses," Wehrmeister said in a staff report.

Recently, though, Antioch has received complaints about the cafes drawing illegal activity, such as loitering, panhandling, theft and assaults, leading the city to revisit how they should be classified and regulated.

Calls to police outside T's Internet Cafe at a strip mall on A Street jumped from 157 between Feb. 1, 2009, and Aug. 30, 2009, to 240 during the same period a year later -- after the business opened, according to the staff report. The calls dropped to 158 between Feb. 1, 2011, and Aug. 30, 2011, after T's closed at that location.

The urgency ordinance would prevent new businesses from opening for 45 days but could be extended up to two years.

Antioch's goal is to establish operational rules, such as prohibiting minors during school hours, requiring alarms, surveillance cameras, security guards and an indoor waiting area to avoid loitering, Wehrmeister said in a staff report.

The city met with the businesses Monday to discuss the rules, she said.

Patricia Simmons, owner of Cot on the Web and the temporarily closed T's Internet Cafe, said she and the city have been working toward a compromise.

"We're trying to work things out and come to some sort of solution," said Simmons, who expressed frustration that T's, which she is trying to relocate, would remain closed under the moratorium.

Earlier this year, Antioch identified the Internet cafes under the part of its city code regulating mechanical or electronic games. The decision effectively blocked Simmons' attempt to relocate T's downtown because it was determined to be 1,000 feet from a school.

Both Simmons and The Internet Room owner James Hayes appealed the city's decision.

Allan Moore, an attorney representing The Internet Room owner James Hayes, said in a Feb. 6 letter that the city's old code from 1982 was not meant to apply to the Internet. Cities also have limited discretion when First Amendment rights are involved, Moore said.

Contact Paul Burgarino at 925-779-7164. Follow him at Twitter.com/paulburgarino.

IF YOU GO
What: Antioch City Council meeting
When: 7 tonight
Where: City Council Chamber, 200*St.

Oakley revisits Internet cafes, city logo

By Rowena Coetsee Contra Costa Times Contra Costa Times
Posted: 9-27-12

ContraCostaTimes.com

OAKLEY -- City Council members here unanimously agreed Tuesday to extend a temporary urgency ordinance prohibiting Internet cafes.

First adopted at council's Sept. 11 meeting, the rules targeting Oakley businesses that sell Internet access will be in effect for an additional 10 months while the city drafts permanent regulations governing their construction and operation.

Oakley leaders are worried about the potential for crime in and around businesses where customers can play computer games and enter online sweepstakes in hopes of winning a prize. An attachment to Tuesday's agenda noted that before Antioch adopted a computer gaming ordinance its police experienced a marked increase in the number of calls reporting fights, drug violations and other illegal activities after a couple of Internet cafes opened. Criminals are statistically more likely to patronize these businesses, according to the document.

Now that Pittsburg also has an ordinance on the books banning these businesses -- and Brentwood is considering following suit -- Oakley fears it could become a magnet for Internet cafes.

In other business, City Council members bounced around ideas of how they might tweak Oakley's leafy logo to include a visual reference to the area's vineyards and a growing interest in related businesses such as wine-tasting rooms.

They agreed to collect art samples from residents by holding a contest for a design that's simple enough to be displayed on a pen.

"Control the creativity," said Mayor Kevin Romick, noting that the winning submission in a previous competition Oakley held soliciting designs for the city seal was so elaborate that it was difficult to replicate on official letterhead, T-shirts and other items commonly imprinted with logos.

Although the public could vote for its favorite submissions on the city's website, the council would have the final say and award the winner with a modest cash prize.

Reach Rowena Coetsee at 925-779-7141. Follow her on Twitter.com/RowenaCoetsee.

March 1, 2013

To Whom It May Concern:

We represent a business entity entitled BMR Showcase, LLC. This letter is a proposal we would like to be reviewed by the city of Rancho Cordova in relation to the City Council's pending decision(s) regarding Internet Cafes and Sweepstakes Marketing businesses within it's jurisdiction.

Our interest is to work in cooperation with the city of Rancho Cordova in developing guidelines with regards to the existence and operation of such entities in the city.

Our proposal is as follows:

We would like to work in cooperation with city officials in developing appropriate rules/laws/ordinances/guidelines/etc. that will foster a good working relationship with the city, a successful business and a minimal impact on city resources while contributing to the city's revenue base.

Below are recommendations we believe are appropriate for a beneficial working relationship between the city and such businesses. We would like to establish an Internet Café / Sweepstakes Marketing enterprise in Rancho Cordova. We are prepared to provide the city with written authorization that will provide city officials with access to various business processes and operations in an effort to be as transparent as possible to the city for it's review as it deems necessary to address any and all questions or issues it may have with such an enterprise.

- We ask that city identify any such processes it would like to periodically review and communicate these with written notice either before the enterprise is established, or at any subsequent point in time with written notice allowing us ten business days to comply with any such request.

- We are willing to shut down operations within 60 days of written notice from the city for any reason, if the city should decide they aren't in favor of Internet Café / Sweepstakes businesses.

- We ask to be operational for a minimum of 6 months at which point the 60-day notice clause would be in effect, unless we are violating established city ordinances or causing the city undue difficulties or burdens.

These are operational guidelines we believe will address city concerns and allow us to operate a well run, successful business.

Employees:

We will have one operational employee per 20 computer terminals at all times, plus an independent, professional security guard during all hours of operation.

Hours of Operation:

Sunday – Thursday 10:00AM to 1:00AM
Friday, Saturday 10:00AM to 2:00AM

Surveillance / Security Requirements

Onsite Cameras/Surveillance – YES

City official can request digital files at any time from cameras/surveillance. Files will be delivered to Rancho Cordova by the next working day. Also, city officials can come in anytime to request an on location review of video surveillance files.

City Revenue – Machine Fee

We recommend the city access a Per Machine / Month Fee of $10 per month / machine

Zoning Areas Permitted:

We seek the city's guidance with regards to commercial and business zones within the city that the city deems appropriate for such a business.

Thank you for considering this, our proposal. We will make ourselves available in person or by phone to answer any questions any city official may have. We hope for feedback or approval for our proposal from the city within 10 business days. Thank you for your consideration.

Signed:

Ross Williams Brandon Barrett Craig Angove

BMR Showcase, LLC