



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

Monday, April 01, 2013

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

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

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2013

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CITY HALL CLOSURE DATES

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

2014 - Proposed

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CITY HALL CLOSURE DATES

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 - Thanksgiving 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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**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, CA
David B. Roberts Council Chambers**

13172 Newell Street, Garden Grove, CA

Monday, April 01, 2013

5:30 PM – Regular Meeting

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

Mark Cooper from Law Enforcement Chaplaincy will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation on Civic Amenities Role in the Regional Economy by Tim Youmans, Senior Partner, Economic & Planning Systems, Inc. (EPS).
- 5.2 Presentation of Proclamation to Dr. Brian J. O'Neill, Director of VA Northern California Health Care System in Honor of His Retirement.
- 5.3 Presentation of Proclamation to the Rancho Cordova Chapter of the International Association of Administrative Professionals (IAAP) in Honor of Administrative Professionals Week.

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 March 18, 2013 Regular Meeting and March 26, 2013 Special Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** Second Reading of Ordinance 4-2013, Amending Section 4.22.155(A) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom may Operate or Maintain Within the City from Ten to Eleven.
Recommendation: Waive second reading and adopt Ordinance No. 4-2013.
Result of Recommended Action: Adoption of this Ordinance will amend Section 4.22.115(A) of the Rancho Cordova Municipal Code. The Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables.
Staff Report: Donna Silva, Finance Director and Adam Lindgren, City Attorney.
Advances Goals: 5 and 6.

- 8.3 **Subject:** 2013 Investment Policy.
 Recommendation: Adopt Resolution No. 26-2013 approving the attached investment policy for the City of Rancho Cordova.
 Result of Recommended Action: Approval of this resolution will guide the City's investment of excess funds through December 31, 2013, and will result in compliance with State and City law.
 Staff Report: Donna Silva, Finance Director.
 Advances Goal: 5.
- 8.4 **Subject:** Resolution Authorizing the City Manager to Approve Contract Change Order No. 1 with Breneman Inc. Increasing the Total Contract Value to \$266,290.
 Recommendation: Adopt Resolution 37-2013.
 Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract Change Order No. 1 associated with the Zinfandel and Folsom Intersection project (construction Contract No. 88-2012) in the amount of \$36,013 increasing the contract from \$230,277 to \$266,290.
 Staff Report: Cyrus Abhar, Public Works Department.
 Advances Goals: 1, 2, and 5.
- 8.5 **Subject:** Resolution Authorizing the Execution of a Cooperative Agreement with the County of Sacramento for Roadway Improvements in the Mather Area.
 Recommendation: Adopt Resolution 36-2013.
 Result of Recommended Action: Adoption of a resolution will authorize the City Manager to execute a Cooperative Agreement with the County of Sacramento for several roadway improvements in the Mather area in an amount not to exceed \$1,500,000.
 Staff Report: Cyrus Abhar, Public Works Department.
 Advances Goal: 5.
- 8.6 **Subject:** Resolution Authorizing the City Manager to Sign Contract with Mitel in the Amount of \$200,000 in Order to Lease a New Phone System for City Offices.
 Recommendation: Adopt Resolution No. 41-2013.
 Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract No. 33-2013 with Mitel to lease a new phone system for city offices, in the amount of \$200,000.
 Staff Report: Jay Hadley, Information Technology.
 Advances Goal: 5.
- 8.7 **Subject:** Resolution Authorizing the City Manager to Execute a Contract with the Cordova Community Council for Execution and Planning of the 10 Year Anniversary Celebration in an Amount not to Exceed \$182,620.
 Recommendation: Adopt Resolution No. 34-2013.
 Result of Recommended Action: Adoption of the resolution will authorize the City Manager to execute a contract with the Cordova Community Council for execution and planning of the City of Rancho Cordova's 10 Year Anniversary Celebration in an amount not to exceed \$182,620.
 Staff Report: Troy Holt, Public Information.
 Advances Goals: 1, 2, 3, and 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Lennar Homes of California (Anatolia III Village 17, 21, 22, 23 and 24) Residential Design Review; Project No. DD7832 – Located at Kavala Ranch Subdivision (Anatolia III), east of Sunrise Boulevard and north of Keifer Road.

Recommendation: Adopt Resolution 33-2013.

Result of Recommended Action: Adoption of this resolution will allow the applicant to add three more production house plans to the three existing approved design package for portions of Villages 17, 21, 22, 23 and 24 in Kavala Ranch. The new plans will give future residents a greater selection of models to choose from, with three new home sizes ranging from 2,361 to 3,105 square feet, with three different architectural styles. The proposed plans are consistent with the City's adopted Design Guidelines and are consistent with the previously approved home plans.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1 and 2.

GROWING STRONG NEIGHBORHOODS

- 9.2 **Subject:** Ordinance for Construction and Demolition Debris Reduction, Reuse and Recycling.

Recommendation:

1. Waive the first reading and introduce by title only Ordinance No. 9-2013; and
2. Adopt Resolution No. 40-2013.

Result of Recommended Action: The proposed Ordinance No. 9-2013 requires all new construction, all demolition projects, and/or additions or remodels that have a permit valuation greater than or equal to Two Hundred Fifty Thousand dollars (\$250,000) to recycle Construction and Demolition ("C&D") material. Adoption of Resolution No. 40-2013 will authorize the Public Works Director to serve as Administrator to the Ordinance.

Staff Report: Cyrus Abhar.

Advances Goals: 1 and 2.

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

Recommendation: Adopt Urgency Ordinance No.10-2013 extending the 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 these types of establishments, initially established by Urgency Ordinance No. 05-2013.

Result of Recommended Action: Adoption of this Urgency Ordinance will extend the temporary moratorium for a period of ten (10) months and fifteen (15) days on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses. This extension is needed in order to: (1) further address community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses; (2) further study the potential impacts that these types of businesses may have on the public health, safety and welfare; (3) further 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.

THIS ITEM REQUIRES 4/5 VOTE OF THE COUNCIL TO APPROVE.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Community Facilities Fee Program Nexus Study Update and Adopting Reduced Fees.

Recommendation: Staff recommends Council adopt Resolution No. 38-2013.

Result of Recommended Action: Adoption of Resolution No. 38-2013 will Approve the Community Facilities Fee Program Nexus Study Update and Adopt Reduced Community Facility Fees. Although the Updated Nexus Study Allows for an Increase in Community Facility Fees, the Resolution will Adopt an Reduction in these Fees in Order to Help Promote Development and Economic Growth within the City of Rancho Cordova.

Staff Report: Joe Chinn, Assistant City Manager and Donna Silva, Finance Director.

Advances Goals: 4 and 5.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Resolution Accepting Reduced Park Renovation Fees for Development Agreements.

Recommendation: Staff recommends Council adopt Resolution No. 39-2013.

Result of Recommended Action: Adoption of Resolution No. 39-2013 will approve reduced Park Renovation Fees and authorize City Staff to administratively apply the fee reduction.

Staff Report: Joe Chinn, Assistant City Manager and Donna Silva, Finance Director.

Advances Goals: 1 and 5.

- 11.2 **Subject:** Resolutions Removing the Library Fee from the Sunrise Douglas Community Plan and Villages of Zinfandel Development Impact Fee Programs.

Recommendation:

1. Adopt Resolution Nos. 28-2013 and 29-2013; and

2. Waive the first reading and introduce Ordinance Nos. 7-2013 and 8-2013.

Result of Recommended Action: In an effort to consolidate the collection of fees to fund library facilities in the City, adoption of Resolution Nos. 28-2013 and 29-2013 remove the individual library fee component from the Sunrise Douglas Community Plan and the Villages of Zinfandel Development Impact Fee Programs, respectively. Adoption of Ordinance Nos. 7-2013 and 8-2013 make amendments to Chapter 16.83 and Chapter 16.81, respectively, of the Rancho Cordova Municipal Code to close the respective library funds and transfer the revenues to the Community Facilities Fees Library Fund.

Staff Report: Cyrus Abhar, Public Works Department.

Advances Goal: 5.

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	
<i>Tuesday, April 9, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM) on Private Business Directional Wayfinding Sign Policy</i>
<i>Monday, April 15, 2013</i>	<i>City Council Regular Meeting – CANCELLED</i>
<i>Tuesday, April 23, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, May 6, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, May 14, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, May 20, 2013</i>	<i>City Council Special Meeting (12:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, May 28, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>

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

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

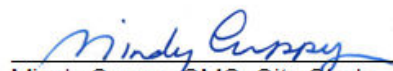
The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, April 01, 2013 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, March 28, 2013 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670 and on Friday, March 29, 2013 posted and available for review at 13172 Newell Street, Garden Grove, CA 92843. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed Friday, March 29, 2013 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk



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

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

Monday, March 18, 2013

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

**Followed by Special 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 5:32 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Junker, Campbell, Chinn, Flory, Garcia, Hayes, Holt, Snyder, Terry, Snipes, Reed, George, Stricker, Blair, Doshi, Grossi, Haven

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Jerry Mayberry led the pledge.

4. INVOCATION

Pastor Dustin Larsen from First Covenant Church gave the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Appreciation to Former Assembly Member Alyson Huber.
- 5.2 Presentation Regarding Trim Your Waste Contest by Allied Waste Services Community Relations Manager, Heather Pollock.
- 5.3 Presentation of Proclamation in Support of Creek Week to Christy Probst, Sacramento Area Creeks Council Committee Member.

Britton Snipes accepted the Proclamation on behalf of Sacramento Area Creeks Council.
- 5.4 Rancho Cordova Chamber of Commerce Education Committee Presented on a Recently Completed Project. David Reid, Chair of the Committee was Joined by Several Members of the Education Committee.

6. PUBLIC COMMENT

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

- Danielle Marquis, Representative for Assemblyman Cooley.

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

- 8.1 **Subject:** Meeting Minutes of March 4, 2013 Regular Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** A Resolution Authorizing a 2nd Amendment to the Professional Services Agreement with Stricker Cato Murphy Architects, P.S., Which Will Allow for the Provision of Extra Funding for Revised Sprinkler Design Services Needed for the Horizons @ New Rancho Senior Multi-family Housing Project.
Recommendation: Adopt Resolution No. 32-2013.
Result of Recommended Action: Stricker Cato Murphy Architects, P.S. will continue to provide architectural and contracts management services for the Horizons @ New Rancho senior housing project, and will allow for revised fire sprinkler design for the project consistent with the 2010 edition of the National Fire Protection Association

Standards #13R, and RADCO requirements.

Staff Report: Dana Grossi, Housing Services Assistant; Jessica Hayes, Housing and Community Development Specialist.

Advances Goals: 1, 2, 3, and 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Blue Front Recycling Company Conditional Use Permit; Project No. DD7684 – Located at 10971 Olson Drive – Continued from February 4, 2013 and February 19, 2013.

Recommendation: Staff recommends that the City Council:

1. Adopt the attached Resolution 35-2013 Denying Blue Front Recycling Company Conditional Use Permit, Project No. DD7684 located at 10971 Olson Drive.
2. Direct Planning staff to evaluate potential alternative locations for a certified recycling center.

Result of Recommended Action: The recommended action will deny the request for the Blue Front facility at the proposed location. Because State law requires that consumers have convenient access to recycling facilities, an alternative solution is required. Until such time as a consolidated recycling facility is established in a suitable location, the State will require affected store to either provide in-store recycling or to pay a fee of \$100 per day to the State.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, and 6.

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

- Ivan Silva, owner of Blue Front Recycling.
- Joe Alvarado.

Mayor Budge closed the public comment period.

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

11. REGULAR CALENDAR ITEMS

NONE.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Skoglund asking for a resolution to end the tenure with the Human Rights/Fair Housing JPA.

Terry requested a discussion about considering restructuring the Chamber of Commerce loan.

13. CITY MANAGER'S REPORT

Major Development Projects.

14. ADJOURN TO WORK SESSION

Mayor Budge will adjourn the regular meeting to a special meeting in the David B. Roberts Council Chambers meeting in memory of Joe Boyd at 7:17 PM.

15. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the David B. Roberts Council Chambers at 7:46 PM.

Council Members Present: McGarvey, Budge, Sander, Terry, Skoglund (7:50 PM)

Council Members Absent: None

Staff Members Present: Cook, Gaebler, Lindgren, Cuppy, Abhar, Junker, Silva, Chinn, Snyder, George, Terry, Haven

16. SPECIAL MEETING ITEM

16.1 Update on Ethics, Transparency and Governance.

ACTION: Discussion item only; no action taken.

17. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:35 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, March 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 Community Room North at 5:38 PM.

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

Council Members Absent:

Staff Members Present: Gaebler, Cuppy, Flory, Hayes, Junker, Haven, Sanchez, Grossi, Johns

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEMS

3.1 **Subject:** 2013-2021 Housing Element Update.

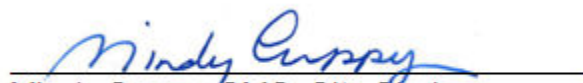
ACTION: Discussion item only; no action taken.

- 3.2 **Subject:** Scope of Services for Updating the Folsom Boulevard Specific Plan.
 Recommendation: Consider staff's presentation and provide direction for amending the Folsom Boulevard Specific Plan and the Convention Center Overlay District.
 Result of Recommended Action: Council input will confirm staff's understanding of Council direction from the February 26th Work Session and will allow staff to proceed with amending the Folsom Boulevard Specific Plan and the Convention Center Overlay District of the City's Zoning Code.
 Staff Report: Paul Junker, Planning Director.
 Advances Goals: 1, 2, 5 and 6.

ACTION: Discussion item only; no action taken.

4. **ADJOURNMENT**

Mayor Budge adjourned the meeting at 8:18 PM.


Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 4-2013

AN ORDINANCE OF THE CITY COUNCIL AMENDING MUNICIPAL CODE SECTION 4.22.115(A) OF CHAPTER 4.22 ENTITLED, "CARDROOMS," TO INCREASE THE NUMBER OF CARD TABLES THAT A LICENSED CARDROOM MAY OPERATE OR MAINTAIN WITHIN THE CITY FROM TEN TO ELEVEN

RECITALS

WHEREAS, adoption of this Ordinance would amend Section 4.22.115(A) of the Rancho Cordova Municipal Code to increase the number of card tables that a licensed cardroom may operate and maintain within the City from ten (10) to a maximum of eleven (11), as authorized by Section 19961.06 of the California Business and Professions Code; and

WHEREAS, increasing the number of card tables allowed at licensed cardrooms within the City to eleven (11) would benefit the City by increasing revenue to the City.

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

Section 1. Amendment of Code. Section 4.22.115(A) of the Rancho Cordova Municipal Code entitled, "Equipment – Separation," is hereby amended to read as follows:

A. No cardroom shall maintain or operate more than 11 card tables at any one time. Tables used during tournaments or free special events shall count toward this maximum table limit. Chairs shall be provided for all card players. No more than 12 players shall be permitted to play at any time at any one table. Authorized games shall not utilize dominoes, tiles, dice, spinning wheels, electronic player-controlled machines or any other device other than the standard decks of playing cards traditionally used for playing such games, poker chips, and the optional dealer shoes, except, to the extent such equipment is allowed by applicable State law and/or State regulations, such equipment shall also be allowed in the City.

Section 2. 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 3. 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 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

1878994.3

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE



BUREAU OF GAMBLING CONTROL
P. O. Box 168024
Sacramento, CA 95816-8024
Public: (916) 227-2314
Fax: (916) 227-1812

March 12, 2013

Mr. Adam U. Lindgren
Attorney at Law
Rancho Cordova City Attorney
555 Capitol Mall, Suite 1200
Sacramento, California 95814

Re: City of Rancho Cordova's Gambling Ordinance

Dear Mr. Lindgren:

On February 15, 2013, the Bureau of Gambling Control (Bureau) received the following proposed amendments to Chapter 4.22 of the City of Rancho Cordova's Municipal Code relating to cardrooms in accordance with Business and Professions (B&P) Code section 19961.1.

The Bureau offers the following comments relating to the proposed increase from ten (10) to eleven (11) in the number of card tables that a licensed cardroom may operate and maintain within the City, as authorized under B&P Code section 19961.06. B&P Code section 19961.06 allows for a city, county, or city and county to "...amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, compared to the ordinance that was in effect on January 1, 2010." On January 1, 2010, the City of Rancho Cordova had authority for nine (9) tables, allowing the increase to eleven (11) tables under B&P Code section 19961.06. As such, we note that the proposed language under section 4.22.115(A), as it relates to the maximum number of tables allowed, complies with applicable provisions of the Gambling Control Act. Please note, under current law, the authority provided under section 19961.06 can only be used once.

It should be noted that Chapter 4.22.020(A) of the City of Rancho Cordova's Municipal Code allows only "two Special Business Licenses to operate cardrooms shall be issued by the City of Rancho Cordova."

Adam U. Lindgren

March 12, 2013

Page 2

Upon approval and adoption of the proposed amendments, please provide the Bureau with a signed certified copy of the amendments. If you have any questions, please contact Analyst Brenda Weygandt of my staff at (916) 227-5681. Thank you for your cooperation in this matter.

Sincerely,



STACEY LUNA-BAXTER
Assistant Bureau Chief
Bureau of Gambling Control

For KAMALA D. HARRIS
Attorney General

MEMORANDUM



DATE: April 1, 2013
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: INVESTMENT POLICY

RECOMMENDATION

Adopt Resolution No. 26-2013, approving the attached investment policy for the City of Rancho Cordova.

RESULT OF RECOMMENDED ACTION

Approval of this resolution will amend the City's investment policy, thereby guiding the City's investment of excess funds.

BACKGROUND

Since incorporation, the City's investment policy has been approved by the Council on an annual basis and has remained relatively unchanged. Although State law no longer requires that an investment policy be considered annually, Staff is proposing modifications to the policy and is requesting council review and approval. The policy has been modified to increase investment flexibility, thereby increasing our ability to capture additional yields in this low interest rate market without jeopardizing the safety of the portfolio.

The State of California Government Code governs allowable investments and is designed to maintain the safety of investments while deriving the best possible yields based on our risk tolerance. The State Code has evolved over time to provide well informed, prudent guidance for the investment of public monies. The City's current investment policy is considerably more restrictive than State Code. In today's environment of low interest rates, the City's restrictive policies are no longer considered "best practices". Revising the City's policies to conform to State Code will allow Staff and our investment managers the flexibility to prudently manage the City's portfolio in the current economic environment.

Staff has attached both a clean copy of the proposed Investment Policy (Exhibit A) and a redlined version (Exhibit B) to help Council identify specific changes to the policy.

The City's list of investments has been converted into a straightforward and easy-to-read chart of security types, along with their maximum maturities, maximum percentage allocations, and minimum credit criteria. The Permitted Investments section has been significantly reorganized. The chart is footnoted in Appendix I. The narrative form of the Eligible Investment section has been moved to Appendix II and revised to match the State Code with minor additional limitations recommended by Staff.

One of the specific and substantive changes in Permitted Investments that should be noted is the addition of Municipal and State Obligations, as well as Medium-Term Notes. Both security types offer additional sources of yield during this challenging market and their parameters are written to match State Code. Our asset managers will use their resources and expertise in researching the companies, governments, and organizations that issue such obligations in order to ensure that all credit ratings are accurate and appropriate for our portfolios.

In addition to converting the Security section to match State Code, language was added outlining an appropriate broker/dealer selection process and approval criteria, as well as specifics regarding the safekeeping and custody of the City's securities. Detail has also been added to align the Reporting section with State Code.

Definitions of the additional security types have been added to the Glossary of the City's policy.

Finally, a few sections of the Policy were modified to be more clear or concise, such as "Objectives" on page 1. However, these are not material or philosophical changes like the others.

ATTACHMENT

Resolution No. 26-2013 i

- Proposed Investment Policy (Exhibit A)
- Redlined Investment Policy (Exhibit B)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 26 -2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE INVESTMENT POLICY**

WHEREAS, California Government Code states that a City may adopt an annual investment policy at public meeting; and

WHEREAS, the state of California Government Code governs allowable investments and is designed to maintain the safety of investment while deriving the best possible yields based on our risk tolerance; and

WHEREAS, the City's current investment policy is considerably more restrictive than State Code; and

WHEREAS, in today's environment of low interest rates, the City's restrictive policies are no longer considered "best practices"; and

WHEREAS, revising the City's policies to conform to State Code will allow Staff and our investment managers the flexibility to prudently manage the City's portfolio in the current economic environment; and

WHEREAS, a good investment policy drives the cash, treasury and investment management functions of a City and serves as a guide for setting and achieving program objectives, defines rules and establishes benchmarks, and reduces the exposure to liability of both the City staff and the City Council; and

WHEREAS, the amended Investment Policy is in compliance with California State Government Code Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council hereby approves Resolution No. 26-2013, adopting the Investment Policy.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Exhibit A: City of Rancho Cordova, California Proposed Statement of Investment Policy
Exhibit B: City of Rancho Cordova, California Redlined Investment Policy

**CITY OF RANCHO CORDOVA
CALIFORNIA
STATEMENT OF INVESTMENT POLICY**

EXHIBIT A TO THE RESOLUTION
ADOPTED

CITY OF RANCHO CORDOVA, CALIFORNIA STATEMENT OF INVESTMENT POLICY

POLICY

It is the policy of the City of Rancho Cordova, CA (the “City”) to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

SCOPE

This investment policy applies to all financial assets of the City. These funds are accounted for in the City Comprehensive Annual Financial Report and may include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Permanent and Private Purpose Trust Funds

This Policy shall also apply to all funds of the City of Rancho Cordova including those funds which may be created as well as any other fund under the control of the City Treasurer.

PRUDENCE

The standard of prudence to be used by investment officials shall be the “prudent investor” standard and shall be applied in the context of managing an overall portfolio. The “prudent investor” standard states that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

OBJECTIVE

The primary objective in priority order, of the City’s investment activities shall be:

Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investments (Yield): The City's investments shall be designed with the objective of attaining a market rate of return throughout the budget and economic cycles, taking into account the investment risk constraints and liquidity needs.

DELEGATION OF AUTHORITY

The City Treasurer is appointed by the City Manager. The City Treasurer is currently the Finance Director. Pursuant to the Government Code, the City Council delegates the authority to invest or to reinvest funds, or to sell or exchange securities so purchased, to the City Treasurer for a one-year period. The City Treasurer is charged with the responsibility for carrying out the policies of the City Council and shall assume full responsibility for investment transactions until the delegation of authority is revoked or expires.

The daily cash management, investment transactions and account reconciliations are the primary responsibilities of the City Treasurer. These activities are also carried out by other members of the Finance Department under the direction of the City Treasurer. The City Treasurer shall establish procedures for the operation consistent with this investment policy.

The City Treasurer and authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall abide by the Conflict of Interest Code, (California Government Code Section 1090 et seq.) and the California Political Reform Act (California Government Code Section 81000 et seq.).

PERMITTED INVESTMENTS

California Government Code Sections 53601, 53635 and 16429.1 govern the investments permitted for purchase by the City. Eligible investments are summarized in the chart below. Specific footnotes pertaining to these investments can be found in Appendix I. Limitations and definitions of these investments can be found in Appendix II and in the Glossary of this Policy.

ELIGIBLE INVESTMENTS UNDER STATE CODE

Investment Type ^a	Maximum Maturity	Maximum Specified Percentage of Portfolio ^c	Minimum Quality Requirements
Local Agency Bonds	5 years ^b	None	None
U.S. Treasury Obligations	5 years ^b	None	None
State of California Obligations	5 years ^b	None	None
CA. Local Agency Obligations	5 years ^b	None	None
U.S. Agencies	5 years ^b	None	None
Bankers' Acceptances	180 days	40 percent	None
Commercial Paper	270 days	25 percent of the agency's money ^{f,e}	"A-1 or equivalent; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers ^f
Certificates of Deposit	5 years	30 percent ^g	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^h	20 percent of the base value of the portfolio	None ⁱ
Medium-Term Notes ^j	5 years	30 percent	"A" rating
Mutual Funds	N/A	20 percent ^k	Multiple ^{l,m}
Collateralized Bank Deposits	5 years	None	None
Mortgage Related Securities	5 years	20 percent ^d	"AA" Rating ⁿ
Asset-Backed Securities	5 years	20 percent ^d	"AA" Rating ⁿ
County Pooled Investment Funds	N/A	None	None
Joint Powers Authority Pool	N/A	None	Multiple ^o
Local Agency Investment Fund (LAIF)	N/A	None	None

INELIGIBLE INVESTMENTS

As provided in California Government Code section 53601.6, the City shall not invest any funds in inverse floaters, range notes, mortgage derived interest-only strips or in any security that could result in zero interest accrual if held to maturity.

ELIGIBLE INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond five years if prudent in the opinion of the City Treasurer.

MAXIMUM MATURITIES

Notwithstanding the five year maturity limitation, the City Council grants its express authority per Government Code Section 53601 to invest with maturities extending beyond five years.

SELECTION OF BROKER/DEALERS

Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.

To be eligible, a firm must meet at least one of the following criteria:

1. be recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
2. report voluntarily to the Federal Reserve Bank of New York, or
3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The City Treasurer will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to the City's account. Each authorized broker/dealer shall submit and annually update a City approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in the Eligible Investments section of this Investment Policy.

SAFEKEEPING AND CUSTODY

The City Treasurer shall select one or more financial institutions to provide safekeeping and custodial services for the City. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City shall be delivered by book entry and shall be held in third-party safekeeping by the City approved custodian bank, its correspondent bank or the Depository Trust Company (DTC).

The City's custodian shall be required to furnish the City a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

INTERNAL CONTROL

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

REPORTING

The City Treasurer shall provide a quarterly investment report to the City Council, which provides a clear picture of the status of the current investment portfolio. This report will be submitted to the City Council each quarter at a public meeting.

Schedules in the quarterly Treasurer's Report will include the following:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the City;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. A statement of compliance with the investment policy or an explanation for non-compliance; and
5. A statement of the City's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

The quarterly report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance. The quarterly report shall also include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

POLICY REVIEW

The investment policy shall be adopted by resolution of the City Council. The investment policy shall be reviewed at least annually by Staff to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to the City Council for approval.

Appendix I

Table of Notes for Exhibit 1

- a. Sources: Government Code Sections 16429.1, 53601, 53601.8, 53635, and 53638.
- b. Government Code Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, with the consent of this policy, the legislative body grants express authority to make investments as a part of an investment program approved by the legislative body that exceeds this five year maturity limit. The said approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- c. Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- d. No more than 20 percent of the agency's funds may be in mortgage-backed securities, collateralized mortgage obligations, and consumer receivables as authorized under Section 53601 (o).
- e. No more than 10 percent of the City's funds may be invested in any one issuer.
- f. Issuing corporation must be organized and operating with the U.S. and have assets in excess of \$500,000,000 or meets other criteria as authorized by Government Code Section 53601 (h).
- g. No more than 30 percent of the City's total funds may be invested in Certificates of Deposits authorized under Sections 53601.8, 53635.8, and 53601 (i) combined.
- h. Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- i. Reverse repurchase agreements must be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- j. "Medium-term notes" are defined in Government Code Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S." "Organized and Operating" is defined in Government Code Section 53601 (h).
- k. No more than 10 percent of the City's money may be invested in any one mutual fund.
- l. A mutual fund must receive the highest ranking by not less than two nationally recognized statistical ratings organizations or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years experience investing in instruments authorized by Government Code Sections 53601 and 53635.
- m. A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical ratings organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years experience investing in money market instruments with assets under management in excess of \$500 million.
- n. Issuer must have an "A" rating or better for the issuer's debt as provided by a nationally recognized statistical ratings organization.
- o. A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years experience investing in instruments authorized by Government Code Section 53601, subdivisions (a) to (n).

Appendix II

ELIGIBLE INVESTMENTS

- A. **State of California Local Agency Investment Fund (“LAIF”).** The City may invest in LAIF pursuant to California Government Code Section 16429.1.
- B. **California Asset Management Trust.** The City may invest in the shares in the California Asset Management Trust, so long as the portfolio is rated among the top two rating categories by a Nationally Recognized Statistical Rating Organization (NRSRO). A maximum of \$40 million may be invested in this category, net of bond proceeds.
- C. **Certificates of Deposit.** Authorized under Sections 53601.8, 53635.8, and 53601(i). No more than 30% of the City’s total funds may be invested in Certificates of Deposit.
- D. **Banker’s Acceptances.** Banker’s acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of banker’s acceptances may not exceed 180 days maturity. Investments in banker’s acceptances are further limited to 40% of the portfolio.
- E. **U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- F. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- G. **Repurchase Agreements.** Repurchase agreements which have a final maturity not exceeding one year from the date of trade settlement. The City may enter into repurchase agreements with counterparties which have (i) minimum assets and capital of \$25 billion in assets and \$350 million in capital; (ii) five years of acceptable audited financial results; and (iii) a strong reputation among market participants.

The following collateral restrictions will be observed:

Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City’s custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102 percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The City or its Trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreements. The City shall have properly executed a Professional Services Agreement with each counter party with which it enters into repurchase agreements.

H. Commercial Paper. Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided by a NRSRO. The entity that, issues commercial paper shall meet all of the following conditions in one of the following

- a. The entity meets the following criteria:
 - i. Is organized and operating within the United States as a general corporation.
 - ii. Have total assets in excess of \$500 million.
 - iii. Has debt other than commercial paper, if any, that is rated “A” or higher by a NRSRO

(or)

- b. The entity meets the following criteria:
 - i. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - ii. Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

Investments in commercial paper are limited to a maximum of 25% of the portfolio with no more than 5% of the portfolio invested in the commercial paper of any one issuer. Purchases shall not exceed 10 percent of the outstanding paper of the issuing corporation. The maximum investment maturity is restricted to 270 days.

I. Mutual Funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission (SEC) under the Investment Company Act of 1940 (15 U.S.C., Sec. 80a-1, et seq.).

The City may invest in shares of beneficial interest issued by a company which shall have met either of the following criteria:

- a. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(or)

- b. Retained an investment advisor registered or exempt from registration with the SEC with not less than five years experience in managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Mutual Funds are limited to 20% of the portfolio and no more than 10% of the portfolio may be invested in any one fund.

J. Shares of Beneficial Interest issued by a joint powers authority organized pursuant to Section 6509.7 that invest in the securities and obligations authorized in subdivisions (a) to (o), inclusive, of California Government Code Section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that:

- (1) is registered or exempt from registration with the Securities and Exchange Commission.
- (2) has at least five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o), inclusive, of California Government Code Section 53601.
- (3) has assets under management in excess of \$500,000,000.

K. The Sacramento County Investment Pool. The City may invest in this investment pool, established by the Sacramento County Treasurer for the benefit of local public agencies.

L. Municipal & State Obligations:

- A. Municipal bonds including registered notes or bonds of any of the 50 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 states.
- B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

M. Medium-Term Notes. Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at least “A” or the equivalent by a NRSRO. Investments in medium-term notes are limited to 30% of the portfolio.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

**CITY OF RANCHO CORDOVA
STATEMENT OF INVESTMENT POLICY**

**GLOSSARY OF TYPES OF INVESTMENTS
AVAILABLE TO LOCAL GOVERNMENTS**

STATE INVESTMENT POOL (LAIF)

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1953 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The Chairman is the State Treasurer or his designated representative. Two members qualified by training and experience in the field of investment or finance, and the State Treasurer appoints two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by investment staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the STO website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by

the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. The Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,669 participants and \$20 billion at the end of December 2012.

There is a limitation of \$50 million per legal entity within an agency. There is also a maximum of fifteen transactions, deposits or withdrawals per month.

County Pool Investment Funds

County Pool Investment Funds are local government investment pools operated on the County level. Funds are aggregated from public agencies and placed in the custody of the County Treasurer or Chief Finance Officer for investment and reinvestment. County pools have no maximum maturity and no specifications for the maximum percentage of a portfolio that can be invested in the pools. There are also no minimum rating requirements for the quality of these pools.

Joint Powers Authority Pools

Joint Powers Authority Pools (JPAs) are local government investment pools comprised of at least two entities and accredited by the California Joint Powers Authority (CAJPA). Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission,

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in Section 53601, subdivisions (a) to (n), and

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

CAMP (the California Asset Management Program), for instance, provides California public agencies, together with any bond trustee acting on behalf of such public agency, assistance with the investment of and accounting for bond proceeds and surplus funds. For bond proceeds, the objective of CAMP is to invest and account of such proceeds in compliance with arbitrage management and rebate requirements of the Internal Revenue Service. The program includes the California Asset Management Trust, a California common law trust organized in 1989. The Trust currently offers a professionally managed money market investment portfolio, the Cash Reserve Portfolio, to provide public agencies with a convenient method of pooling funds for temporary investment pending their expenditure. The Trust also provides record keeping, custodial and arbitrage rebate calculation services for bond proceeds. As part of the program, public agencies may also establish individual, professionally managed investment accounts.

The Pool seeks to attain as high a level of current income as is consistent with the preservation of principal. The Pool purchases only investments of the type in which public agencies are permitted by statute to invest surplus funds and proceeds of their own bonds.

Collateralized Bank Deposits

Bank deposits with appropriate securities (ie: surety bonds or letters of credit) pledged by the depositories in order to safeguard the underlying value of the original deposit. Such deposits shall have a final maturity not exceeding five years from the date of trade settlement. Investments in such issues are not limited in the portfolio.

CERTIFICATES OF DEPOSITS (CD)

Certificates of Deposits, sometimes known as "Jumbo Accounts" or "Fixed CD's" are savings accounts with Banks or Savings and Loans. These accounts are for a specific amount, have a set interest rate, and set maturity date. There is a substantial interest penalty if the CD is withdrawn prior to the maturity date.

The State law requires Public Fund CD's to be collateralized by the financial institution at 110% with US Government notes/bonds or at 150% with quality First Trust Deeds. This collateral can be waived if Federal Insurance (FDIC for banks or FSLIC for savings and loans) is available.

The City generally waives the collateralization requirements for the FDIC or FSLIC insurance. The waiver of collateral is a wide spread practice and will generally generate higher interest rates and provide the greatest security for the funds from the Federal Insurance Agencies.

NEGOTIABLE CERTIFICATE OF DEPOSIT (NCD)

This investment is similar to the Fixed CD's above. However, the NCD can be sold through a broker on a "secondary market" prior to the maturity date. Normally, NCD's are issued in \$500,000 and \$1,000,000 amounts. The State Code limits NCD's to not more than 30% of the local agency's portfolio and to a five-year maximum term. The security is the credit worthiness of the issuer. These deposits are uninsured and uncollateralized promissory notes.

BANKER'S ACCEPTANCES (BA)

A Banker's Acceptance is a time draft of invested funds, which has been drawn on and accepted for repayment by a bank. This financial instrument is generally used for short term (30 and 180 days) financing of export, import, or storage of goods. By accepting the draft (investment of City funds), the bank is liable for the payment at maturity. This bank liability makes the Banker's Acceptance a marketable investment. The State Code limits BA's to not more than 180 days to maturity and 40% of the local agency's portfolio. In addition, not more than 30% of the local agency's portfolio may be placed in any one bank.

US TREASURY BILLS

Commonly referred to as T-Bills, these are short-term marketable securities sold as obligations of the US Government. They are offered in three month, six month, nine month and one-year maturities. T-Bills do not accrue interest but are sold at a discount, and pay the face value at maturity.

US TREASURY NOTES

These are marketable, interest-bearing securities sold as obligations of the US Government with original maturities of one to ten years. Interest is paid semi-annually.

US TREASURY BONDS

These are the same as US Treasury Notes except they have original maturities of ten years or longer.

FEDERAL AGENCY ISSUES

Many Federal Government Agencies are authorized to issue short term and long term obligations that are used to finance various programs such as home loans, business loans, farm loans, etc. These Agencies were created by the Federal Government in the 1930's and have since become independent quasi-public agencies. The security for their issues is the guarantee of the Agency to pay. The Federal Government has only an implied liability to the extent that the Agency has an open credit line to borrow from the U.S. Treasury. It is widely accepted that Federal Agency issues are as secure as U.S. Government notes.

There is an active secondary market available to sell these issues prior to maturity. The issues are fairly liquid depending on the prevailing market interest rates at the time of sale.

Some of the more common agency notes are issued by the Federal National Mortgage Association (Fannie Mae), Federal Home Loan Banks, Federal Home Loan Mortgage Corporation (Freddie Mac), and the Federal Farm Credit Banks.

REPURCHASE AGREEMENTS AND REVERSE REPURCHASE AGREEMENTS (REPOS)

A Repurchase Agreement is a short-term investment agreement to loan City funds for a fixed period in return for a fixed interest rate and secured collateral, such as U.S. Treasuries or Agency Notes. This type of investment is usually done for overnight or very short term (7 days) investment of funds left in the general operating checking account. Reverse Repurchase agreements is a short-term investment, which is used to take advantage of market interest rate changes and increase the size of the portfolio. State law was amended in 1996 to limit the use of both repurchase and reverse repurchase agreements. The City Council must approve each reverse repurchase agreement.

COMMERCIAL PAPER (CP)

Commercial Paper is unsecured promissory notes of industrial corporations, utilities and bank holding companies. The notes are in bearer form in amounts starting at \$100,000. State law limits the City to investments in United States corporations having assets in excess of five hundred million dollars with an "A" or higher rating. Cities may not invest more than 25% of the portfolio in commercial paper and the CP's may not exceed a term of 270 days.

MUTUAL FUNDS

An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments, cities may invest in Mutual Funds or Money Market funds that receive the highest ranking or the highest letter and numerical rating by two of the three largest nationally recognized statistical ratings organizations. The Mutual Funds must abide by the same investment restrictions and regulations that apply to public agencies in California. Money Market Funds must follow regulations specified the Security and Exchange Commission under the Investment Company Act of 1940. The City must verify that the Mutual Fund is in compliance with state laws for public agencies prior to purchasing shares.

GUARANTEED INVESTMENT CONTRACT (GIC)

This is an agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal and guaranteeing a rate of interest to be paid. The investment follows all state laws for the investment of public funds.

ASSET-BACKED SECURITIES

Asset-backed securities are financial securities backed by a loan, lease or receivables against assets other than real estate and mortgage-backed securities. They are supported by pools of assets, such as installment loans or leases, or by pools of revolving lines of credits. Asset-backed securities are structured as trusts in order to perfect a security interest in the underlying assets. They shall have a final maturity

not exceeding five years from the date of trade settlement and no more than 20% of the local agency's portfolio may be invested in asset-backed securities. These securities must be rated at least AA by a nationally recognized statistical ratings organization, and the issuer's debt must be rated at least A.

MORTGAGE-RELATED SECURITIES

A type of asset-backed security that is secured by a mortgage or collection of mortgages and usually pays periodic payments that are similar to coupon payments. Furthermore, the mortgage must have originated from a regulated and authorized financial institution. Mortgage related securities shall have a final maturity not exceeding five years from the date of trade settlement and no more than 20% of the local agency's portfolio may be invested in mortgage related securities. These securities must be rated at least AA by a nationally recognized statistical ratings organization, and the issuer's debt must be rated at least A.

EXHIBIT B

**CITY OF RANCHO CORDOVA
CALIFORNIA**

**| ~~2012~~ 2013 STATEMENT OF INVESTMENT
POLICY**

EXHIBIT A TO THE RESOLUTION
ADOPTED

CITY OF RANCHO CORDOVA, CALIFORNIA
2010-2013 STATEMENT OF INVESTMENT POLICY

POLICY

It is the policy of the City of Rancho Cordova, CA (the "City") to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

SCOPE

This investment policy applies to all financial assets of the City. These funds are accounted for in the City Comprehensive Annual Financial Report and may include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Permanent and Private Purpose Trust Funds

This Policy shall also apply to all funds of the City of Rancho Cordova including those funds which may be created during the period ending December 31, 2012-2013 as well as any other fund under the control of the City Treasurer.

PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

OBJECTIVE

The primary objective in priority order, of the City's investment activities shall be:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the

preservation of capital in the overall portfolio. ~~The objective is to mitigate credit risk and interest rate risk summarized as follows:~~

~~• **Credit Risk:** This is a risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:~~

- ~~• Limiting investments to the safest types of securities.~~
- ~~• Pre-qualifying the financial institution, broker/dealers, intermediaries and advisors with which an entity will do business.~~
- ~~• Diversifying the investment portfolio so that potential losses on individual securities will be minimized.~~

~~• **Interest rate risk:** This is a risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:~~

- ~~• Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market before maturity.~~
- ~~• Investing operating funds primarily in shorter-term securities.~~

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➤ ~~**Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).~~

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➤ ~~**Return on Investments (Yield):** The City's investments shall be designed with the objective of attaining a market rate of return throughout the budget and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a reasonable return relative to the risk being assumed. Securities shall not be sold before maturity with the following exceptions:~~

- ~~• A declining credit security could be sold early to minimize loss of principal~~
- ~~• A security swap would improve the quality, yield or target duration in the portfolio.~~
- ~~• Liquidity needs of the portfolio require that the security be sold.~~
- ~~• A capital gain would be realized that better positions the overall portfolio in achieving investment policy goals.~~

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DELEGATION OF AUTHORITY

The City Treasurer is appointed by the City Manager. The City Treasurer is currently the Finance Director. Pursuant to the Government Code, the City Council delegates the authority to invest or to reinvest funds, or to sell or exchange securities so purchased, to the City Treasurer for a one-year period. The City Treasurer is charged with the responsibility for carrying out the policies of the City Council and shall assume full responsibility for investment transactions until the delegation of authority is revoked or expires.

The daily cash management, investment transactions and account reconciliations are the primary responsibilities of the City Treasurer. These activities are also carried out by other members of the Finance Department under the direction of the City Treasurer. The City Treasurer shall establish procedures for the operation consistent with this investment policy.

The City Treasurer and authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall abide by the Conflict of Interest Code, (California Government Code Section 1090 et seq.) and the California Political Reform Act (California Government Code Section 81000 et seq.).

PERMITTED INVESTMENTS

California Government Code Sections 53601, 53635 and 16429.1 govern the investments permitted for purchase by the City. ~~Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the investments listed below.~~

~~Percentage limitations, where indicated, apply at the time of the purchase. Rating requirements, where indicated, apply at the time of purchase. Eligible investments are summarized in the chart below. In the event a security held by the City is subject to a rating change that brings it below the minimum specified rating requirement, the City Treasurer shall notify the City Council of the change. The course of action to be followed will then be decided on a case by case basis, considering such factors as the reason for the rate drop, prognosis for recovery or further rate drops, and the market price of the security. Investment maturities shall be based on review of cash flow forecasts. Maturities will be scheduled so as to permit the City to meet all projected obligations.~~

~~Specific footnotes pertaining to these investments can be found in Appendix I. Limitations and Further definitions of these investments can be found in Appendix II and in the Glossary of this Policy. and specific footnotes pertaining to these investments can be found in Appendix II.~~

~~No investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement, that at the time of the investment has a~~

~~term remaining to maturity in excess of five years, unless the City Council has granted express authority to make that investment no less than three months prior to the investment.~~

ELIGIBLE INVESTMENTS

~~A. State of California Local Agency Investment Fund (“LAIF”).~~ The City may invest in LAIF. A maximum of \$50 million may be invested in this category.

~~B. California Asset Management Trust.~~ The City may invest in the shares in the California Asset Management Trust, so long as the portfolio is rated among the top two rating categories by one of the nationally recognized rating agencies. A maximum of \$40 million may be invested in this category, net of bond proceeds.

~~C. Certificates of Deposit.~~ FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California. Eligible investments are restricted to those issuing institutions that have been in business at least five years. The maximum term for deposits shall be one year. Investments in certificates of deposit are further limited to 20% of surplus funds. All time deposits must be collateralized in accordance with California Government Code section 53561. The City, at its discretion, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.

~~Negotiable Certificates of Deposit.~~ Negotiable certificates of deposit issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated “AA” or better by Moody’s or Standard & Poor’s. Investments in negotiable certificates of deposit are limited to 30% of the portfolio

~~D. Banker’s Acceptances.~~ Banker’s acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of banker’s acceptances may not exceed 180 days maturity. Eligible banker’s acceptances are restricted to issuing financial institutions with short term paper rated in the highest category by one or more nationally recognized rating services. Investments in banker’s acceptances are further limited to 40% of the portfolio with no more than 30% of surplus invested in the banker’s acceptances of any one commercial bank.

~~E. U.S. Government Issues.~~ United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

~~F. Federal Agency Securities.~~ Federal agency or United States government sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government sponsored enterprises.

~~G. Repurchase Agreements.~~ Repurchase agreements are to be used solely as short term investments not to exceed 30 days. The City may enter into repurchase agreements with primary government securities dealers rated “A” or better by two nationally recognized rating services. Counterparties should

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~~have (i) a short term credit rating of at least “A-1/P-1”; (ii) minimum assets and capital of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants. A maximum of 20% of the portfolio may be invested in this category.~~

~~The following collateral restrictions will be observed:~~

~~Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City’s custodian bank versus payment or be handled under a properly executed tri party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102 percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.~~

~~The City or its Trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreements. The City shall have properly executed a Professional Services Agreement with each counter party with which it enters into repurchase agreements.~~

~~**H. Commercial Paper.** Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided by a nationally recognized statistical rating organization (NRSRO). The entity that issues commercial paper shall meet all of the following conditions in one of the following:~~

- ~~a. The entity meets the following criteria:

 - ~~i. Is organized and operating within the United States as a general corporation.~~
 - ~~ii. Have total assets in excess of \$500 million.~~
 - ~~iii. Has debt other than commercial paper, if any, that is rated “A” or higher by a nationally recognized statistical rating organization (NRSRO)~~~~

~~(or)~~

- ~~b. The entity meets the following criteria:

 - ~~i. Is organized within the United States as a special purpose corporation, trust, or limited liability company.~~
 - ~~ii. Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.~~~~

~~Investments in commercial paper are limited to a maximum of 25% of the portfolio. Purchases shall not exceed 10 percent of the outstanding paper of the issuing corporation. The maximum investment maturity is restricted to 270 days.~~

~~**I. Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the~~

~~Securities and Exchange Commission (SEC) under the Investment Company Act of 1940 (15 U.S.C., Sec. 80a-1, et seq.).~~

~~The City may invest in shares of beneficial interest issued by a company shall have met either of the following criteria:~~

~~a. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services.~~

~~(or)~~

~~b. Retained an investment advisor registered or exempt from registration with the SEC with not less than five years experience in managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).~~

~~The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Funds are limited to 20% of the portfolio.~~

~~**K. Local Agency Bonds.** Bonds, including Certificates of Participation, notes or evidences of indebtedness issued by any state, municipality or local agency, whether payable from any fund of such entity or from special revenues pledged for such payment.~~

ELIGIBLE INVESTMENTS

~~J. **State of California Local Agency Investment Fund ("LAIF").** The City may invest in LAIF. A maximum of \$50 million may be invested in this category.~~

~~K. **California Asset Management Trust.** The City may invest in the shares in the California Asset Management Trust, so long as the portfolio is rated among the top two rating categories by one of the nationally recognized rating agencies a Nationally Recognized Statistical Rating Organization (NRSRO). A maximum of \$40 million may be invested in this category, net of bond proceeds.~~

~~— **Certificates of Deposit** with a final maturity not exceeding five years from the date of trade settlement. The aggregate investment in certificates of deposit shall not exceed 30% of the City's portfolio, and no more than 5% of the portfolio shall be held in any one deposit or allocated to any one issuer. Certificates of Deposit shall be issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank or by a federally licensed branch of a foreign bank.~~

~~Negotiable certificates of deposit issued by a nationally or state chartered bank, or by a federally licensed or state licensed branch of a foreign bank. Purchases of negotiable certificates of deposits are subject to the limitations of Section 53601(i), shall be fully insured by the FDIC with a corresponding FDIC certification number, and shall be delivered through the Depository Trust Company.~~

~~Non Negotiable certificates of deposit issued by a nationally or state chartered bank, or by a federally licensed or state licensed branch of a foreign bank. Purchases of non negotiable certificates of deposits are subject to the limitations of Sections 53601(n) and 53638 and shall be fully insured by the FDIC with a corresponding FDIC certification number.~~

~~Private sector entities may be used to place certificates of deposit subject to the limitations of Sections 53601.8.~~

~~— **Certificates of Deposit.** FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California. Eligible investments are restricted to those issuing institutions that have been in business at least five years. The maximum term for deposits shall be one year. Investments in certificates of deposit are further limited to 20% of surplus funds. All time deposits must be collateralized in accordance with California Government Code section 53561. The City, at its discretion, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.~~

~~**Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated "AA" or better by Moody's or Standard & Poor's. Investments in negotiable certificates of deposit are limited to 30% of the portfolio.~~

~~L. are restricted to issuing financial institutions with short term paper rated in the highest category by one or more nationally recognized rating services.~~

~~Investments in banker's acceptances are further limited to 40%30% of the portfolio with no more than 30%5% of surplus invested in the banker's acceptances of any one commercial bank.~~

~~**M. U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. Such issues shall have a final maturity not exceeding five years from the date of trade settlement. Investments in such issues are not limited in the portfolio.~~

~~**N. Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government sponsored enterprises. Such issues shall have a final maturity not exceeding five years from the date of trade settlement. Investments in such securities are not limited in the portfolio, however, investments in GNMA, FNMA, or FHLMC mortgage backed securities are limited to 20% of the portfolio.~~

~~**O. Repurchase Agreements.** Repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The City may enter into repurchase agreements with primary government securities dealers or with firms that have a primary government securities dealer within their holding company structure, rated "A" or better by two nationally recognized rating services. Counterparties should have (i) a short term credit rating of at least "A 1/P 1"; (ii) minimum assets and capital of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants. A maximum of 20% of the portfolio may be invested in this category.~~

The following collateral restrictions will be observed:

~~Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.~~

~~The City or its Trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreements. The City shall have properly executed a Professional Services Agreement with each counter party with which it enters into repurchase agreements.~~

~~**P. Commercial Paper.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided by a nationally recognized statistical rating organization (NRSRO)NRSRO. The entity that issues commercial paper shall meet all of the following conditions in one of the following~~

- a. ~~The entity meets the following criteria:~~
 - i. ~~Is organized and operating within the United States as a general corporation.~~
 - ii. ~~Have total assets in excess of \$500 million.~~
- b. ~~Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical rating organization (NRSRO)nationally recognized rating servicesNRSROs.~~

~~(or)~~

- c. ~~Retained an investment advisor registered or exempt from registration with the SEC with not less than five years experience in managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).~~

~~The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Funds are limited to 20% of the portfolio and no more than 10% of the portfolio maybe invested in any one fund.~~

~~Municipal & State Obligations:~~

~~—Municipal bonds including registered notes or bonds of any of the 50 states, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 states.~~

~~B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.~~

~~Municipal bonds must be rated at least "A" or the equivalent by a NRSRO with maturities not exceeding five years from the date of trade settlement. Investments in such bonds are limited to 30% of the portfolio with no more than 5% of surplus invested in the municipal bonds of any one entity.~~

- ~~—Local Agency Bonds. Bonds, including Certificates of Participation, notes or evidences of indebtedness issued by any state, municipality or local agency, whether payable from any fund of such entity or from special revenues pledged for such payment.~~**Medium Term Notes.** ~~Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at least "A" or the equivalent by a NRSRO. Investments in medium term notes are limited to 30% of the portfolio with no more than 5% of surplus invested in the notes of any one entity.~~

~~Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.~~

ELIGIBLE INVESTMENTS UNDER STATE CODE FOR BOND PROCEEDS

~~Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy.~~

~~With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond five years if prudent in the opinion of the City Treasurer.~~

<u>Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Specified Percentage of Portfolio</u>	<u>Minimum Quality Requirements</u>
<u>Local Agency Bonds</u>	<u>5 years^b</u>	<u>None</u>	<u>None</u>
<u>U.S. Treasury Obligations</u>	<u>5 years^b</u>	<u>None</u>	<u>None</u>
<u>State of California Obligations</u>	<u>5 years^b</u>	<u>None</u>	<u>None</u>
<u>CA. Local Agency Obligations</u>	<u>5 years^b</u>	<u>None</u>	<u>None</u>
<u>U.S. Agencies</u>	<u>5 years^b</u>	<u>None</u>	<u>None</u>
<u>Bankers' Acceptances</u>	<u>180 days</u>	<u>40 percent</u>	<u>None</u>
<u>Commercial Paper</u>	<u>270 days</u>	<u>25 percent of the agency's money^{f,c}</u>	<u>"A-1 or equivalent; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers^f</u>
<u>Certificates of Deposit</u>	<u>5 years</u>	<u>30 percent^e</u>	<u>None</u>
<u>Repurchase Agreements</u>	<u>1 year</u>	<u>None</u>	<u>None</u>
<u>Reverse Repurchase Agreements and Securities Lending Agreements</u>	<u>92 days^h</u>	<u>20 percent of the base value of the portfolio</u>	<u>Noneⁱ</u>
<u>Medium-Term Notes^j</u>	<u>5 years</u>	<u>30 percent</u>	<u>"A" rating</u>
Money Market <u>Mutual Funds</u>	<u>N/A</u>	<u>20 percent^k</u>	<u>Multiple^{l,m}</u>
<u>Collateralized Bank Deposits</u>	<u>5 years</u>	<u>None</u>	<u>None</u>
<u>Mortgage Related Securities</u>	<u>5 years</u>	<u>20 percent^d</u>	<u>"AA" Ratingⁿ</u>
<u>Asset-Backed Securities</u>	<u>5 years</u>	<u>20 percent^d</u>	<u>"AA" Ratingⁿ</u>
<u>County Pooled Investment Funds</u>	<u>N/A</u>	<u>None</u>	<u>None</u>
<u>Joint Powers Authority Pool</u>	<u>N/A</u>	<u>None</u>	<u>Multiple^o</u>
<u>Local Agency Investment Fund (LAIF)</u>	<u>N/A</u>	<u>None</u>	<u>None</u>

INELIGIBLE INVESTMENTS

As provided in California Government Code section 53601.6, the City shall not invest any funds in inverse floaters, range notes, mortgage derived interest-only strips or in any security that could result in zero interest accrual if held to maturity.

~~The purchase of any security not listed above, but permitted by the California Government Code is prohibited unless the City Council approves the investment either specifically or as a part of an investment program approved by the Council.~~

ELIGIBLE INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond five years if prudent in the opinion of the City Treasurer.

DIVERSIFICATION

~~The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities markets, and the City's anticipated cash flow needs.~~

MAXIMUM MATURITIES

~~To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements and known future liabilities. The City will invest in securities maturing within five years from the date of trade settlement. Notwithstanding the five year maturity limitation, the City Council grants its express authority per Government Code Section 53601 to invest in U.S. Government Issues and Federal Instrumentality debentures with maturities extending beyond five years.~~

SELECTION OF BROKER/DEALERS

~~The City Treasurer shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the City to purchase securities only from those brokers and the firms they represent. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.~~

To be eligible, a firm must meet at least one of the following criteria:

1. be recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
2. report voluntarily to the Federal Reserve Bank of New York, or
3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The City Treasurer will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to the City's account. Each authorized broker/dealer shall submit and annually update a City approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in the Eligible Investments section of this Investment Policy.

BROKERS

~~In selecting securities brokers, the City Treasurer shall conduct credit and capitalization analysis to determine that firms are adequately financed to conduct public business.~~

LOCAL INVESTMENT POOL POLICIES AND REPORTS

~~To the extent there are investments in the State or CAMP investment pools, the City Treasurer shall review and maintain current copies of the adopted investment policies of the State and CAMP. The policies shall be reviewed for concurrence with the investment policy of the City.~~

SAFEKEEPING AND CUSTODY

The City Treasurer shall select one or more financial institutions to provide safekeeping and custodial services for the City. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City shall be delivered by book entry and shall be held in third-party safekeeping by the City approved custodian bank, its correspondent bank or the Depository Trust Company (DTC).

The City's custodian shall be required to furnish the City a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

SAFEKEEPING AND CUSTODY

~~All security transactions entered into by the City of Rancho Cordova, CA shall be conducted on a delivery versus payment basis. A third party custodian designated by the City Treasurer and evidenced by safekeeping receipts will hold securities.~~

~~The only exceptions to the foregoing are Local Agency Investment Pools, Certificates of Deposit, and Money Market funds since the purchased securities are not deliverable. In all cases, purchased securities shall be held in the City's name.~~

INTERNAL CONTROL

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance ~~that~~ that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

PERFORMANCE STANDARDS

~~The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs, and prevailing market conditions.~~

REPORTING

The City Treasurer shall provide a quarterly investment report to the City Council, which provides a clear picture of the status of the current investment portfolio. This report will be submitted to the City Council each quarter at a public meeting.

Schedules in the quarterly Treasurer's Report will include the following:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the City;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. A statement of compliance with the investment policy or an explanation for non-compliance; and
5. A statement of the City's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.
 - ~~* A list of individual securities held at the end of the reporting period by authorized investment category~~
 - ~~* Average life and final maturity of all investments~~
 - ~~* Par value, historic cost, and market value~~
 - ~~* Percentage of the portfolio by investment category~~

The quarterly report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance. The quarterly report shall also include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

POLICY REVIEW

The investment policy shall be adopted by resolution of the City Council. ~~on, at minimum, an annual basis.~~ The investment policy shall be reviewed at least annually

| [by Staff](#) to ensure its consistency with the overall objections of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to the City Council for approval.

Appendix I

Table of Notes for Exhibit 1

- a. Sources: Government Code Sections 16429.1, 53601, 53601.8, 53635, and 53638.
- b. Government Code Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, with the consent of this policy, the legislative body grants express authority to make investments as a part of an investment program approved by the legislative body that exceeds this five year maturity limit. The said approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- c. Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- d. No more than 20 percent of the agency's funds may be in mortgage-backed securities, collateralized mortgage obligations, and consumer receivables as authorized under Section 53601 (o).
- e. No more than 10 percent of the City's funds may be invested in any one issuer.
- f. Issuing corporation must be organized and operating with the U.S. and have assets in excess of \$500,000,000 or meets other criteria as authorized by Government Code Section 53601 (h).
- g. No more than 30 percent of the City's total funds may be invested in Certificates of Deposits authorized under Sections 53601.8, 53635.8, and 53601 (i) combined.
- h. Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- i. Reverse repurchase agreements must be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- j. "Medium-term notes" are defined in Government Code Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S." "Organized and Operating" is defined in Government Code Section 53601 (h).
- k. No more than 10 percent of the City's money may be invested in any one mutual fund.
- l. A mutual fund must receive the highest ranking by not less than two nationally recognized statistical ratings organizations or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years experience investing in instruments authorized by Government Code Sections 53601 and 53635.
- m. A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical ratings organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years experience investing in money market instruments with assets under management in excess of \$500 million.
- n. Issuer must have an "A" rating or better for the issuer's debt as provided by a nationally recognized statistical ratings organization.
- o. A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years experience investing in instruments authorized by Government Code Section 53601, subdivisions (a) to (n).

Appendix II

ELIGIBLE INVESTMENTS

~~Q.A.~~ **State of California Local Agency Investment Fund (“LAIF”).** The City may invest in LAIF pursuant to California Government Code Section 16429.1. ~~A maximum of \$50 million may be invested in this category.~~

~~R.B.~~ **California Asset Management Trust.** The City may invest in the shares in the California Asset Management Trust, so long as the portfolio is rated among the top two rating categories by ~~one of the nationally recognized rating agencies;~~ a Nationally Recognized Statistical Rating Organization (NRSRO). A maximum of \$40 million may be invested in this category, net of bond proceeds.

C. Certificates of Deposit. Authorized under Sections 53601.8, 53635.8, and 53601(i). No more than 30% of the City’s total funds may be invested in Certificates of Deposit.

~~S. FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California. Eligible investments are restricted to those issuing institutions that have been in business at least five years. The maximum term for deposits shall be one year. Investments in certificates of deposit are further limited to 20% of surplus funds. All time deposits must be collateralized in accordance with California Government Code section 53561. The City, at its discretion, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.~~

~~T.~~

~~U. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated “AA” or better by Moody’s or Standard & Poor’s. Investments in negotiable certificates of deposit are limited to 30% of the portfolio~~

~~V.~~

~~W.D. **Banker’s Acceptances.** Banker’s acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of banker’s acceptances may not exceed 180 days maturity. Eligible banker’s acceptances are restricted to issuing financial institutions with short term paper rated in the highest category by one or more nationally recognized rating services. Investments in banker’s acceptances are further limited to 40% of the portfolio with no more than 30% of surplus invested in the banker’s acceptances of any one commercial bank.~~

~~X.E. **U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.~~

~~Y.F. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.~~

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Z.G. Repurchase Agreements. Repurchase agreements ~~which have a final maturity not exceeding one year from the date of trade settlement, are to be used solely as short term investments not to exceed 30 days.~~ The City may enter into repurchase agreements with ~~primary government securities dealers rated “A” or better by two nationally recognized rating services. Counterparties should~~ counterparties which have (i) ~~a short term credit rating of at least “A-1/P-1”;~~ (ii) minimum assets and capital of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants. ~~A maximum of 20% of the portfolio may be invested in this category.~~

The following collateral restrictions will be observed:

Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City’s custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102 percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The City or its Trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreements. The City shall have properly executed a Professional Services Agreement with each counter party with which it enters into repurchase agreements.

AA.H. Commercial Paper. Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided by a ~~nationally recognized statistical rating organization (NRSRO)~~ NRSRO. The entity that, issues commercial paper shall meet all of the following conditions in one of the following

- a. The entity meets the following criteria:
 - i. Is organized and operating within the United States as a general corporation.
 - ii. Have total assets in excess of \$500 million.
 - iii. Has debt other than commercial paper, if any, that is rated “A” or higher by a NRSRO ~~nationally recognized statistical rating organization (NRSRO)~~

(or)

- b. The entity meets the following criteria:
 - i. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - ii. Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

Investments in commercial paper are limited to a maximum of 25% of the portfolio ~~with no more than 54.9% of the portfolio invested in the commercial~~

paper of any one issuer. Purchases shall not exceed 10 percent of the outstanding paper of the issuing corporation. The maximum investment maturity is restricted to 270 days.

BB.I. Money Market Mutual Funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission (SEC) under the Investment Company Act of 1940 (15 U.S.C., Sec. 80a-1, et seq.).

The City may invest in shares of beneficial interest issued by a company which shall have met either of the following criteria:

- a. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSRO~~nationally recognized rating services.~~

(or)

- b. Retained an investment advisor registered or exempt from registration with the SEC with not less than five years experience in managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in ~~Money Market Mutual~~ Funds are limited to 20% of the portfolio and no more than 10% of the portfolio may be invested in any one fund.

J. Shares of Beneficial Interest issued by a joint powers authority organized pursuant to Section 6509.7 that invest in the securities and obligations authorized in subdivisions (a) to (o), inclusive, of California Government Code Section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that:

- (1) is registered or exempt from registration with the Securities and Exchange Commission.
- (2) has at least five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o), inclusive, of California Government Code Section 53601.
- (3) has assets under management in excess of \$500,000,000.

K. The Sacramento County Investment Pool. The City may invest in this investment pool, established by the Sacramento County Treasurer for the benefit of local public agencies.

Comment [f1]: Hal – are we certain that this pool exists?

L. Municipal & State Obligations:

A. Municipal bonds including registered notes or bonds of any of the 50 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 states.

B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

M. Medium-Term Notes. Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at least "A" or the equivalent by a NRSRO. Investments in medium-term notes are limited to 30% of the portfolio.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

K. Local Agency Bonds. Bonds, including Certificates of Participation, notes or evidences of indebtedness issued by any state, municipality or local agency, ~~whether payable from any fund of such entity or from special revenues pledged for such payment.~~

CITY OF RANCHO CORDOVA
~~2012~~ ~~2013~~ **STATEMENT OF INVESTMENT POLICY**

**GLOSSARY OF TYPES OF INVESTMENTS
 AVAILABLE TO LOCAL GOVERNMENTS**

STATE INVESTMENT POOL (LAIF)

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1953 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The Chairman is the State Treasurer or his designated representative. Two members qualified by training and experience in the field of investment or finance, and the State Treasurer appoints two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by investment staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the STO website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by

the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. The Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,669 participants and \$20 billion at the end of December 2012. ~~more than 2,780 participants and \$22 billion in 2012.~~

There is a limitation of \$50 million per legal entity within an agency. There is also a maximum of fifteen transactions, deposits or withdrawals per month.

County Pool Investment Funds

County Pool Investment Funds are local government investment pools operated on the County level. Funds are aggregated from public agencies and placed in the custody of the County Treasurer or Chief Finance Officer for investment and reinvestment. County pools have no maximum maturity and no specifications for the maximum percentage of a portfolio that can be invested in the pools. There are also no minimum rating requirements for the quality of these pools.

Joint Powers Authority Pools

Joint Powers Authority Pools (JPAs) are local government investment pools comprised of at least two entities and accredited by the California Joint Powers Authority (CAJPA). Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in Section 53601, subdivisions (a) to (n), and

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

CAMP (the California Asset Management Program), for instance, provides California public agencies, together with any bond trustee acting on behalf of such public agency, assistance with the investment of and accounting for bond proceeds and surplus funds. For bond proceeds, the objective of CAMP is to invest and account of such proceeds in compliance with arbitrage management and rebate requirements of the Internal Revenue Service. The program includes the California Asset Management Trust, a California common law trust organized in 1989. The Trust currently offers a professionally managed money market investment portfolio, the Cash Reserve Portfolio, to provide public agencies with a convenient method of pooling funds for temporary investment pending their expenditure. The Trust also provides record keeping, custodial and arbitrage rebate calculation services for bond proceeds. As part of the program, public agencies may also establish individual, professionally managed investment accounts.

The Pool seeks to attain as high a level of current income as is consistent with the preservation of principal. The Pool purchases only investments of the type in which public agencies are permitted by statute to invest surplus funds and proceeds of their own bonds.

Collateralized Bank Deposits

Bank deposits with appropriate securities (ie: surety bonds or letters of credit) pledged by the depositories in order to safeguard the underlying value of the original deposit. Such deposits shall have a final maturity not exceeding five years from the date of trade settlement. Investments in such issues are not limited in the portfolio.

CERTIFICATES OF DEPOSITS (CD)

Certificates of Deposits, sometimes known as "Jumbo Accounts" or "Fixed CD's" are savings accounts with Banks or Savings and Loans. These accounts are for a specific amount, have a set interest rate, and set maturity date. There is a substantial interest penalty if the CD is withdrawn prior to the maturity date.

The State law requires Public Fund CD's to be collateralized by the financial institution at 110% with US Government notes/bonds or at 150% with quality First Trust Deeds. This collateral can be waived if Federal Insurance (FDIC for banks or FSLIC for savings and loans) is available.

~~These federal agencies will insure each account up to \$100,000.~~

The City generally waives the collateralization requirements for the FDIC or FSLIC insurance. The waiver of collateral is a wide spread practice and will generally generate higher interest rates and provide the greatest security for the funds from the Federal Insurance Agencies.

~~For deposits in excess of \$100,000, the collateralization requirements are not waived.~~

NEGOTIABLE CERTIFICATE OF DEPOSIT (NCD)

This investment is similar to the Fixed CD's above. However, the NCD can be sold through a broker on a "secondary market" prior to the maturity date. Normally, NCD's are issued in \$500,000 and \$1,000,000 amounts. The State Code limits NCD's to not more than 30% of the local agency's portfolio and to a five-year maximum term. The security is the credit worthiness of the issuer. These deposits are uninsured and uncollateralized promissory notes.

BANKER'S ACCEPTANCES (BA)

A Banker's Acceptance is a time draft of invested funds, which has been drawn on and accepted for repayment by a bank. This financial instrument is generally used for short term (30 and 180 days) financing of export, import, or storage of goods. By accepting the draft (investment of City funds), the bank is liable for the payment at maturity. This bank liability makes the Banker's Acceptance a marketable investment. The State Code limits BA's to not more than 180 days to maturity and 40% of the local agency's portfolio. In addition, not more than 30% of the local agency's portfolio may be placed in any one bank.

US TREASURY BILLS

Commonly referred to as T-Bills, these are short-term marketable securities sold as obligations of the US Government. They are offered in three month, six month, nine month and one-year maturities. T-Bills do not accrue interest but are sold at a discount, and pay the face value at maturity.

US TREASURY NOTES

These are marketable, interest-bearing securities sold as obligations of the US Government with original maturities of one to ten years. Interest is paid semi-annually.

US TREASURY BONDS

These are the same as US Treasury Notes except they have original maturities of ten years or longer.

FEDERAL AGENCY ISSUES

Many Federal Government Agencies are authorized to issue short term and long term obligations that are used to finance various programs such as home loans, business loans, farm loans, etc. These Agencies were created by the Federal Government in the 1930's and have since become independent quasi-public agencies. The security for their issues is the guarantee of the Agency to pay. The Federal Government has only an implied liability to the extent that the Agency has an open credit line to borrow from the U.S. Treasury. It is widely accepted that Federal Agency issues are as secure as U.S. Government notes.

There is an active secondary market available to sell these issues prior to maturity. The issues are fairly liquid depending on the prevailing market interest rates at the time of sale.

Some of the more common agency notes are issued by the Federal National Mortgage Association (Fannie Mae), Federal Home Loan Banks, Federal Home Loan Mortgage Corporation (Freddie Mac), and the Federal Farm Credit Banks.

REPURCHASE AGREEMENTS AND REVERSE REPURCHASE AGREEMENTS (REPOS)

A Repurchase Agreement is a short-term investment agreement to loan City funds for a fixed period in return for a fixed interest rate and secured collateral, such as U.S. Treasuries or Agency Notes. This type of investment is usually done for overnight or very short term (7 days) investment of funds left in the general operating checking account. Reverse Repurchase agreements is a short-term investment, which is used to take advantage of market interest rate changes and increase the size of the portfolio. State law was amended in 1996 to limit the use of both repurchase and reverse repurchase agreements. The City Council must approve each reverse repurchase agreement.

COMMERCIAL PAPER (CP)

Commercial Paper is unsecured promissory notes of industrial corporations, utilities and bank holding companies. The notes are in bearer form in amounts starting at \$100,000. State law limits the City to investments in United States corporations having assets in excess of five hundred million dollars with an "A" or higher rating. Cities may not invest more than 25% of the portfolio in commercial paper and the CP's may not exceed a term of 270 days.

MUTUAL FUNDS

An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments, cities may invest in Mutual Funds or Money Market funds that receive the highest ranking or the highest letter and numerical rating by two of the three largest nationally recognized statistical rating-serviceess organizations. The Mutual Funds must abide by the same investment restrictions and regulations that apply to public agencies in California. Money Market Funds must follow regulations specified the Security and Exchange Commission under the Investment Company Act of 1940. The City must verify that the Mutual Fund is in compliance with state laws for public agencies prior to purchasing shares.

GUARANTEED INVESTMENT CONTRACT (GIC)

This is an agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal and guaranteeing a rate of interest to be paid. The investment follows all state laws for the investment of public funds.

Asset-Backed Securities

Asset-backed securities are financial securities backed by a loan, lease or receivables against assets other than real estate and mortgage-backed securities. They are supported by pools of assets, such as installment loans or leases, or by pools of revolving lines of credits. Asset-backed securities are structured as trusts in order to perfect a security interest in the underlying assets. They shall have a final maturity

not exceeding five years from the date of trade settlement and no more than 20% of the local agency's portfolio may be invested in asset-backed securities. These securities must be rated at least AA by a nationally recognized statistical ratings organization, and the issuer's debt must be rated at least A.

Mortgage Related Securities

A type of asset-backed security that is secured by a mortgage or collection of mortgages and usually pays periodic payments that are similar to coupon payments. Furthermore, the mortgage must have originated from a regulated and authorized financial institution. Mortgage related securities shall have a final maturity not exceeding five years from the date of trade settlement and no more than 20% of the local agency's portfolio may be invested in mortgage related securities. These securities must be rated at least AA by a nationally recognized statistical ratings organization, and the issuer's debt must be rated at least A.

MEMORANDUM

DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDER NO. 1 WITH BRENEMAN INC INCREASING THE TOTAL CONTRACT VALUE TO \$266,290



RECOMMENDATION

Adopt Resolution 37-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract change Order No. 1 associated with the Zinfandel and Folsom Intersection project (construction Contract No. 88-2012) in the amount of \$36,013 increasing the contract from \$230,277 to \$266,290.

BACKGROUND

The work performed under this contract includes the furnishing of all labor, materials and equipment for construction of Zinfandel Drive and Folsom Boulevard Intersection Improvements. During the construction it was determined that additional work is required to complete construction of the intersection improvements. The additional work includes:

- Providing a larger traffic signal pole, longer mast arm, and relocation of existing signal pull boxes; and
- The use of slurry backfill during the construction of the signal pole foundation.

The cost of these additional items is \$36,013.

Approval of the resolution will allow for inclusion of the above items into the contract and amend the total contract value to \$ 266,290.

ATTACHMENT

Resolution 37-2013 including Exhibit A – Contract Change Order No. 1.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 37-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE
ORDER NO. 1 WITH BRENEMAN, INC. FOR THE ZINFANDEL DRIVE AND FOLSOM
BOULEVARD INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, on November 5, 2012, the City awarded the Zinfandel and Folsom Intersection Improvements Project to Breneman, Inc. in the amount of \$230,277 (Contract No. 88-2012); and

WHEREAS, unforeseen conditions were encountered during construction and it became necessary to modify the plans to include additional work that is required to complete construction of the intersection improvements; and

WHEREAS, the cost of these additional items is \$36,013 increasing the contract from \$230,277 to \$266,290; and

WHEREAS, the amount of the change order exceeds the amount the City Manager is currently authorized to approve.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager, or his/her designee, to execute Contract Change Order No. 1 with Breneman, Inc. (**Exhibit A**), 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

Project Name:
Zinfandel Dr. and Folsom Blvd.
Intersection Improvements

CITY OF RANCHO CORDOVA
Contract Change Order No. 1

Sheet 1 of 1
City Contract No. 88-2012

To: **Breneman Inc.** You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Extra Work at Agreed lump Sum

PCO#1 – Contractor was directed to provide a larger traffic signal pole and longer mast arm. Payment for this work shall be at agreed lump sum amount of \$7,729.85.

INCREASE: \$33,969.35

PCO#2 - Contractor was directed to relocate existing traffic signal pull box and associated wiring and conduit installation. Payment for this work shall be at agreed lump sum amount of \$26,239.50.

Extra Work at Force Account:

PCO#3 – Contractor was directed to cut existing conduits to lower existing pull boxes to grade. In addition, contractor used additional slurry to prevent cave in during installation of signal pole foundation. Payment for this work shall be at Force Account in the amount of \$2,043.10.

INCREASE: \$2,043.10

Total Cost of Change: \$36,012.45

Contract Summation:

Original Contract: **\$ 230,277.00** Total Change Orders: **\$36,012.45** New Contract Cost Total: **\$266,289.45**

By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Submitted by:

Bob L. Ruma

Construction Manager/Resident Engineer
City of Rancho Cordova

Date:

3/14/13

Recommend
Approval by:

[Signature]

Project Manager
City of Rancho Cordova

Date:

3/15/13

Approved by:

Public Works Director
City of Rancho Cordova

Date:

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date:

3/6/13

Contractor:

Breneman Inc

By:

[Signature]

Title:

President

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: *Contractor*
City Clerk

Copies to: *Resident Engineer*
City Project Manager

City Manager or Designee
City of Rancho Cordova

MEMORANDUM

DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR ROADWAY IMPROVEMENTS IN THE MATHER AREA



RECOMMENDATION

Adopt Resolution 36-2013.

RESULT OF RECOMMENDED ACTION

Adoption of a resolution will authorize the City Manager to execute a Cooperative Agreement with the County of Sacramento for several roadway improvements in the Mather area in an amount not to exceed \$1,500,000.

BACKGROUND

After several months of negotiations, City and County have reached an agreement on a cost sharing arrangement for construction of three roadway improvement projects in the Mather Field area. These projects are: 1. Femoyer Street project; 2. Airpark Drive Connector project; and 3. North Mather Blvd. Extension project.

The agreed upon project scope and financial obligations are as follows:

1. Femoyer Street project will improve the existing roadway and extend the road to the existing Airpark Drive to provide a connection to International Drive. The existing segment of Airpark Drive will be renamed to Femoyer Street. See Attachment 1. The estimated total project cost for this improvement is \$4,600,000. The anticipated City's portion is estimated at \$1,150,000 (25%). The County will be responsible for the remaining 75% of the total project cost. Should actual construction cost differ from the estimated amount, the amount of the County's and City's share will be adjusted according to the funding percentages of 75% County and 25% City. This project will be delivered by the County.
2. Airpark Drive Connector project will connect the existing Airpark Drive in Village of Zinfandel to Femoyer Street. See Attachment 1. The estimated total project cost for this improvement is \$600,000. The anticipated City's portion is estimated at \$150,000 (25%). The County will be responsible for the remaining 75% of the total project cost. Should actual construction cost differ from the estimated amount, the amount of the County's and City's share will be adjusted according to the funding percentages of 75% County and 25% City. If bids for this project

do not come in within an acceptable range, plans for this project will be revisited. This project will be delivered by the County.

3. North Mather Blvd. Extension project will connect the existing North Mather Blvd. in Villages of Zinfandel to Mather Blvd. See Attachment 1. The estimated total project cost for this improvement is estimated at \$400,000. The County has agreed to a fixed contribution of \$240,000 to fund this project. The City will be responsible for the remaining balance. This project will be delivered by the City.

These projects are currently soliciting bids and construction is anticipated to begin this summer and be completed in summer of 2014. The Sacramento County Board of Supervisors will review and consider authorizing approval of the Cooperative Agreement at their April 23 board meeting.

FISCAL IMPACT

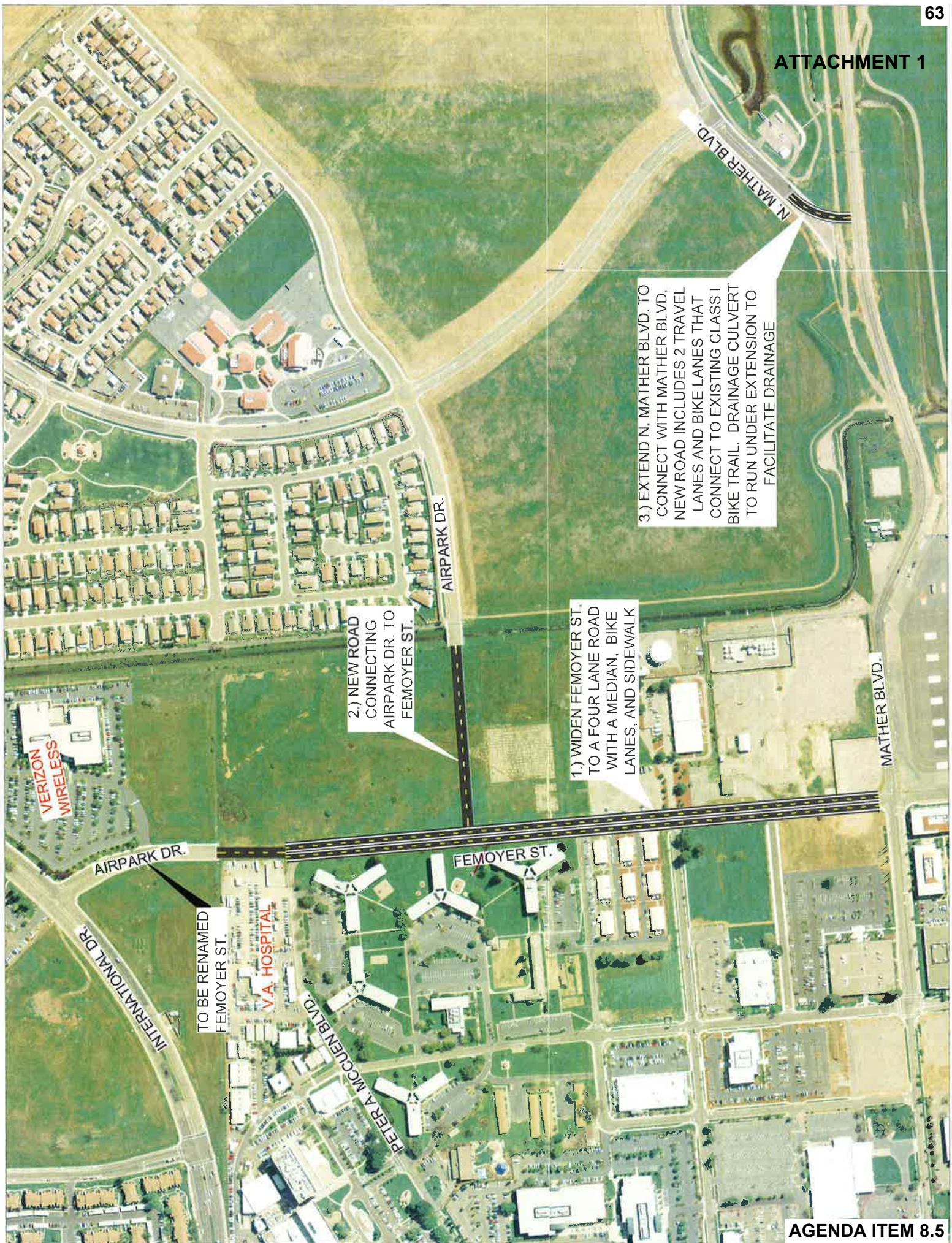
These projects are included in the City's current approved Capital Improvement Plan (CIP) and are included in the 12/13 budget. The City's portion will be funded from traffic mitigation fees and is estimated at \$1,300,000. Staff is also requesting authorization for this amount to be increased to \$1,500,000 should actual construction cost differ from the estimated amount.

Adoption of a resolution will authorize payment for the City's share to the County for the Femoyer Street project and the Airpark Drive Connector project in an amount not to exceed \$1,500,000. Under this same agreement the County will provide payment to the City in an amount of \$240,000 for the North Mather Blvd. Extension project.

ATTACHMENTS

1. Aerial of Projects.
2. Resolution 36-2013 including Exhibit 1 – Contract No. 8-2013.

ATTACHMENT 1



ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 34-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH
THE COUNTY OF SACRAMENTO FOR SEVERAL ROADWAY IMPROVEMENTS IN THE
MATHER AREA**

WHEREAS, the City wishes to enter into a cost sharing agreement with the County of Sacramento (County) for construction of three roadway improvement projects in the Mather Field area; and

WHEREAS, the City and County agree on the following financial obligations for the following projects:

Project 1 - Femoyer Street project total estimated cost is \$4,600,000. The anticipated City's portion is estimated at \$1,150,000 (25%). The County will be responsible for the remaining 75% of the total project cost;

Project 2 - Airpark Drive Connector project total estimated cost is \$600,000. The anticipated City's portion is estimated at \$150,000 (25%). The County will be responsible for the remaining 75% of the total project cost;

Project 3 - North Mather Blvd. Extension project total estimated cost is \$400,000. The County has agreed to a fixed contribution of \$240,000 to fund this project. The City will be responsible for the remaining balance; and

WHEREAS, the City's payment to County is estimated at \$1,300,000 for Projects 1 and 2; and

WHEREAS, should actual construction cost differ from estimated amount, the portion of the City's share will be adjusted accordingly to an amount not to exceed \$1,500,000; and

WHEREAS, the Cooperative Agreement (**Exhibit 1**) establishes the roles, responsibility, and financial obligations of both jurisdictions regarding the construction of these roadway improvements; and

WHEREAS, the agreement amount exceeds the amount the City Manager has authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager, or his/her designee, to execute a cooperative agreement with the County of Sacramento in a form approved by the City Attorney.

ATTACHMENT 2

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND THE COUNTY OF SACRAMENTO
FOR ROADWAY IMPROVEMENTS WITHIN THE MATHER FIELD FINANCING PLAN**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2013, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF RANCHO CORDOVA, a municipal corporation organized and existing under the laws of the State of California, hereinafter referred to as "CITY."

RECITALS

WHEREAS, on February 26, 2002, the COUNTY adopted the Mather Field Public Facilities Financing Plan (the "Financing Plan") and approved the Mather Field Public Facilities Fee Nexus Study (the "Fee Program") to fund various infrastructure improvements in the Mather Field area of the COUNTY; and

WHEREAS, in 2003, the CITY incorporated and included within its jurisdiction portions of the Financing Plan area, and various roadway improvements in the Capital Improvement Program ("CIP") are now within the jurisdiction of the CITY; and

WHEREAS, in accordance with State of California Streets and Highways Code Section 1680, COUNTY has determined, by resolution adopted by a four-fifth vote of the members of the Board of Supervisors, that aid shall be extended for improvement of streets as described in this Agreement which are within CITY'S jurisdiction; and

WHEREAS, CITY and COUNTY desire to enter into this Agreement to establish the roles, responsibilities and financial obligations of both jurisdictions regarding the development (including planning, environmental studies, surveys, design and construction) of two roadway improvements contained in the CIP of the Financing Plan.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and COUNTY agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated by reference; however, the recitals create no enforceable obligation(s), and should there be a conflict between a recital and any language in the following paragraphs, the language in the following paragraphs shall control.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until terminated by mutual consent of the parties or until all of the conditions of this Agreement have been satisfied.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Attn: Scott Werth,
 Project Manager
 Department of Transportation
 County of Sacramento
 906 G Street, Suite 510
 Sacramento, CA 95814

Additional contact information:

Tel: (916) 874-5259
 Fax: (916) 874-7831
 Email: werths@saccounty.net

TO CITY:

Attn: Kathy Garcia,
 Senior Engineer
 City of Rancho Cordova
 Public Works Department
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

Additional contact information:

Tel: (916) 851-8712
 Fax: (916) 851-8462
 Email: kgarcia@cityofranchocordova.org

With a copy to:

Attn: Kent Craney,
 Senior Civil Engineer
 Special Districts Section
 County of Sacramento
 827 7th Street, Rm. 304
 Sacramento, CA 95814
 Email: craneyk@saccounty.net

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other parties, which shall be effective upon receipt.

4. SCOPE AND FUNDING OF TWO MATHER FINANCING PLAN AREA ROADWAY IMPROVEMENTS

CITY and COUNTY are entering into this Agreement for the purpose of establishing their respective roles, responsibilities and financial obligations to the other in relation to the following projects:

1) Femoyer Street Project

a) This project will construct improvements from International Drive to Mather Boulevard which will include four (4) traffic lanes, bike lanes, a landscaped median/turn lane, frontage improvements on each side (including curb, gutter, sidewalk and streetlights), storm drainage, potable water and other improvements along the Femoyer Street corridor ("Project 1"). Project 1 is more particularly described in Exhibit A to this Agreement, which is incorporated herein by reference.

b) The Femoyer Street project includes an Airpark Drive Connector Project Option ("Airpark Drive Connector"). The Airpark Drive Connector will construct improvements from Femoyer Street approximately 700' east to the Airpark Drive terminus at the boundary of the Villages of Zinfandel Subdivision ("Project 2"). Project 2 is more particularly described in Exhibit B to this Agreement, which is incorporated herein by reference. Project 2 will be incorporated into Project 1 bid documents as a bid alternate, or an optional project, and will be released together with Project 1 for construction bids.

The award of the construction contract to include Project 1, or Project 1 and 2, shall be subject to mutual agreement by the parties.

c) COUNTY shall be responsible for 75% of the total project costs for Project 1 and Project 2, and the CITY shall be responsible for the remaining 25% of the total project costs. Project costs shall include all design, construction and other project costs as listed in Exhibit C, "Femoyer Project Estimated Costs", attached hereto and incorporated herein by this reference, with the following exceptions:

- For Project 1, COUNTY shall be fully responsible for the construction cost associated with Femoyer Street eastside streetlights.
- For Project 2, COUNTY shall be fully responsible for the construction cost associated with the potable water improvements for the project.

If the construction contract awarded does not include Project 2, the design costs incurred for Project 2 shall still be subject to the funding allocations for the COUNTY and the CITY as provided in this subsection (4.1.c).

d) After construction bids are received and before the Project 1, and optional Project 2, construction contract is awarded, the COUNTY shall invoice the CITY 60% of the total CITY funding obligation per Section 4.1.c of this Agreement, as adjusted to reflect the lowest responsive construction bid received.. Upon receipt of COUNTY invoice, CITY shall have 30 days to reimburse COUNTY for invoiced project costs less \$240,000 in exchange for the amount due to the CITY from COUNTY, for the "North Mather Boulevard Extension Project", as further described in Section 4.2 of this Agreement.

No earlier than August 1, 2013, the COUNTY shall invoice the CITY 20% of the total CITY funding obligation, per Section 4.1.c of this Agreement. Upon receipt of COUNTY invoice, CITY shall have 30 days to reimburse COUNTY for invoiced project costs.

At conclusion of the Femoyer Street Project, the COUNTY shall invoice the CITY for the remaining CITY share of the total project costs, pursuant to the funding obligation provisions outlined in Section 4.1.c of this Agreement. Upon receipt of COUNTY invoice, CITY shall have 30 days to reimburse COUNTY for invoiced project costs.

e) COUNTY agrees to complete the design and construction of Project 1 and Project 2, if awarded, with all due diligence and with time of the essence. The COUNTY will act as the lead agency in the design and construction of the projects, which design and construction will be done in accordance with the applicable sections of California law, including but not limited to, the California Public Contracts Code and the California Environmental Quality Act.

2. North Mather Boulevard Extension Project

a) The North Mather Boulevard Extension project will construct the two-lane extension of North Mather Boulevard connecting its existing terminus west of Bear Hollow to Mather Boulevard ("Project 3"). Project 3 is more particularly

described in Exhibit D to this Agreement, which is incorporated herein by reference.

CITY agrees, with all due diligence and with time of the essence, to perform all necessary actions to obtain environmental clearance, design, permit, construct and inspect the project no later than December 31, 2014. The project completion date shall not be extended beyond December 31, 2014, unless mutually agreed to by the Parties.

COUNTY agrees to contribute to CITY an amount up to \$240,000 from the Financing Plan to fund Project 3 costs. Under no circumstance shall COUNTY be obligated to contribute an amount greater than \$240,000. CITY shall be responsible for completing Project 3 even if the cost of doing so exceeds \$240,000.

Upon funding \$240,000 of CITY's obligation for Project 1 and 2, as described in Section 4.1.d of this Agreement, COUNTY will be deemed to have paid CITY \$240,000 for Project 3. CITY shall allocate the \$240,000 provided by the COUNTY solely for purposes of funding CITY costs directly related to Project 3. After Project 3 is complete, CITY shall return to COUNTY any portion of the \$240,000 contribution not spent on Project 3.

A portion of Project 3 is located on property within the jurisdiction of the COUNTY and such property is owned by the COUNTY. COUNTY agrees to provide CITY reasonable access to such property, in a form to be determined by COUNTY and CITY, to allow the construction of Project 3.

If Project 3 is not constructed by December 31, 2014 and there is no mutual agreement to extend the timeline, CITY shall return to COUNTY the \$240,000.

5. MUTUAL RESPONSIBILITIES

CITY and COUNTY shall mutually perform the following responsibilities:

1. Collaborate and coordinate as necessary to accomplish completion of the projects listed in this Agreement.
2. Coordinate design standards for the projects listed in this Agreement.

6. INVOICES AND PAYMENTS

Invoices shall include supporting documentation, including copies of paid consultant invoices, if applicable. Invoices and payments shall be made to the addresses listed in Notices, above.

7. MUTUAL INDEMNIFICATION

- A. CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S Council, officers, directors, agents, employees, or subcontractors.

- B. COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of CITY and COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and COUNTY'S Board of Supervisors. It is also the intention of CITY and COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, CITY'S Council and COUNTY'S Board of Supervisors.

8. SELF INSURANCE

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

9. COMPLIANCE WITH LAWS

CITY and COUNTY shall observe and comply with all applicable Federal, State, CITY and County laws, regulations and ordinances.

10. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

11. ASSIGNMENT

No party hereto shall assign or transfer any interest in this Agreement.

12. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No alteration, amendment, variation, or waiver of any of the terms of this Agreement shall be binding upon COUNTY without the express written agreement of both the Director and County Counsel.

13. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

14. TIME

Time is of the essence of this Agreement.

15. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them.

16. TERMINATION

This Agreement may be terminated upon mutual consent of the parties made in writing.

17. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and COUNTY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

18. CONSTRUCTION AND INTERPRETATION

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

19. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(TWO SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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

Dated: _____

By: _____
 Michael J. Penrose, Director
 Department of Transportation
 Municipal Services

Agreement approved by the Board of
 Supervisors with Authority Delegated to the
 Director to execute:

Agenda Date: _____

Item Number: _____

Resolution Number: _____
 (4/5th Vote Required)

Reviewed and approved by County Counsel:

By: _____ Date: _____
 Krista Whitman, Supervising Deputy County Counsel

CITY OF RANCHO CORDOVA, a municipal
corporation, organized and existing under the
laws of the State of California

Dated: _____

By: _____
Ted A. Gaebler, City Manager

Approved as to form by City Attorney:

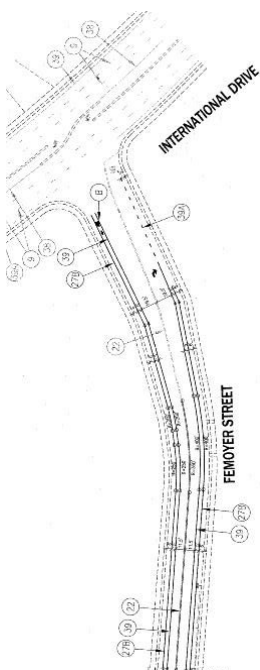
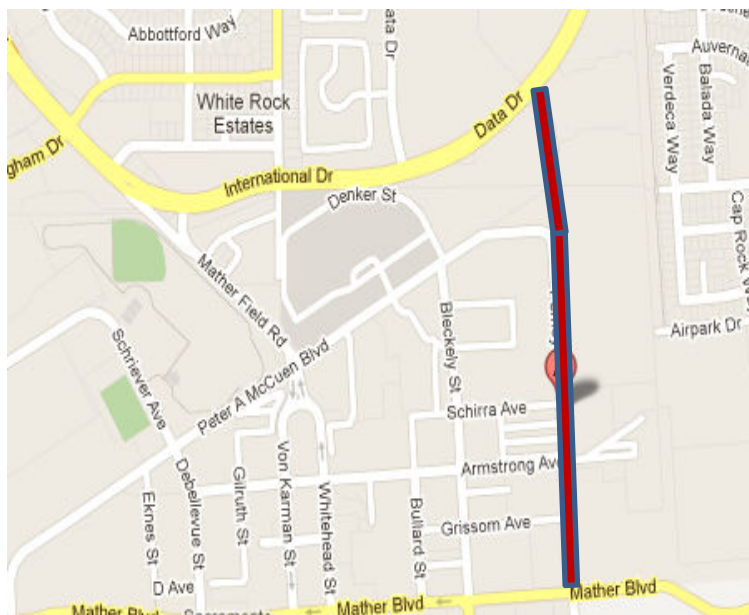
Dated: _____

By: _____
Adam Lindgren, City Attorney

EXHIBIT A – FEMOYER STREET PROJECT

Femoyer Street Improvement Project between
International Drive and Mather Boulevard

MATCH LINE (SEE LEFT)

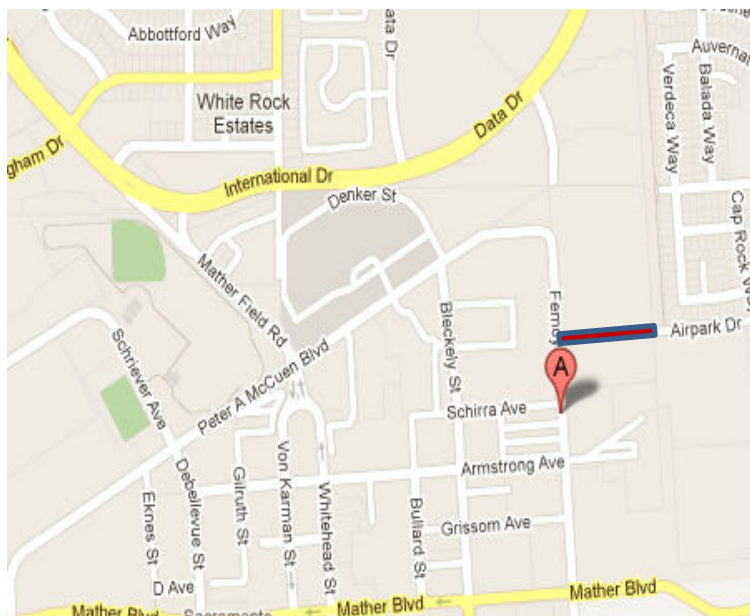


MATCH LINE (SEE RIGHT)



AIRPARK DRIVE
CONNECTOR
OPTION, SEE
EXHIBIT B

EXHIBIT B – AIRPARK DRIVE CONNECTOR OPTION



Airpark Drive Connector Option

Construct a new 700' section of Airpark Drive east of Femoyer Street to connect with existing Airpark Drive in Villages of Zinfandel Subdivision

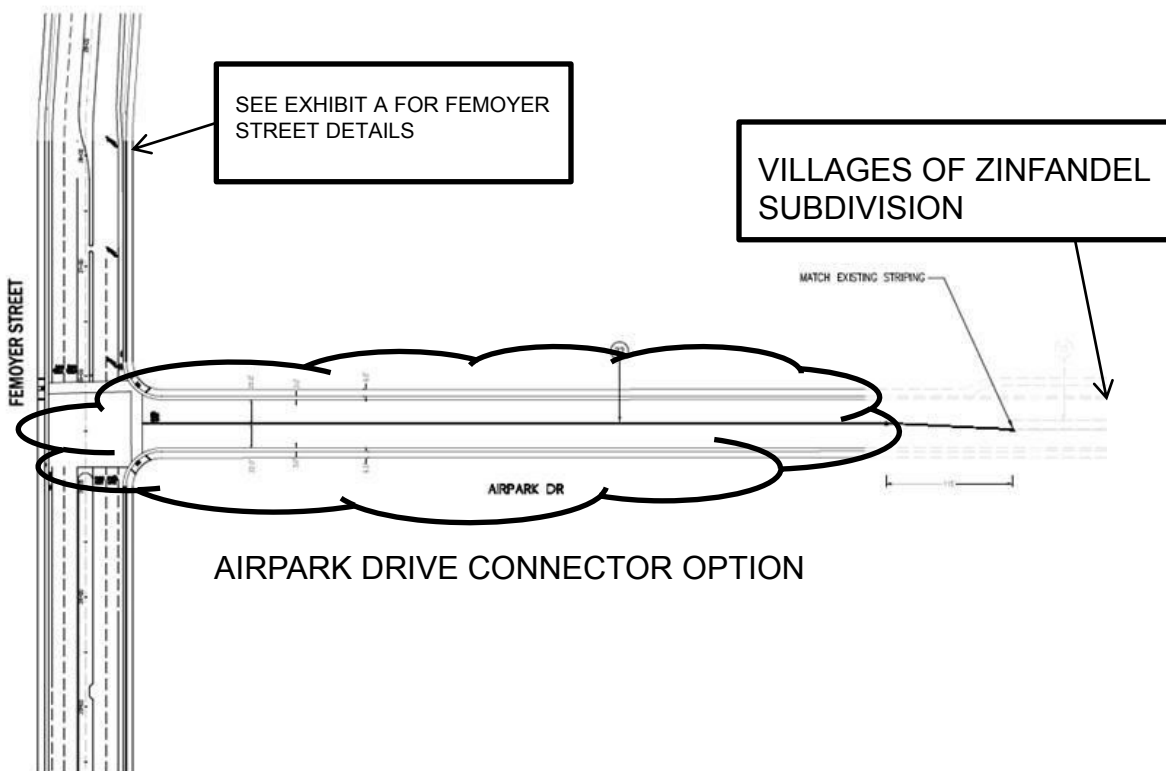


EXHIBIT C

Femoyer Project Estimated Costs (cost share: Rancho Cordova 25% /County 75%) With Airpark Drive (\$600,000 total cost, assume 15% soft cost)

Construction Costs (Hard Costs)

<u>Femoyer Project =</u>	\$3,756,113	(total construction estimate w/15% contingency)			
			Hard Costs	+ Soft Costs	Total Share =
County Share =	75%	=	\$2,817,085	\$615,375	\$3,432,460
Rancho Cordova Share =	25%	=	\$939,028	\$205,125	\$1,144,153

<u>Femoyer + Airpark Project =</u>	\$4,266,113	(total construction estimate w/15% contingency)			
			Hard Costs	+ Soft Costs	Total Share =
County Share =	75%	=	\$3,199,585	\$682,875	\$3,882,460
Rancho Cordova Share =	25%	=	\$1,066,528	\$227,625	\$1,294,153

Soft Costs (Design, Inspection, Testing, etc.)

<u>Femoyer (only)-</u>		<u>Femoyer and Airpark -</u>	
CMID (inspection)	\$300,000	CMID (inspection)	\$300,000
Design Services (DOT)	\$165,000	Design Services (DOT)	\$165,000
Jacobs Engineering	\$172,500	Jacobs Engineering	\$172,500
Materials Testing	\$42,000	Materials Testing	\$42,000
Surveying	\$116,000	Surveying	\$116,000
Water Resources	\$20,000	Water Resources	\$20,000
Real Estate, Misc.	\$5,000	Real Estate, Misc.	\$5,000
		Airpark Soft Cost (est.)	\$90,000
Soft Cost TOTAL =	\$820,500	Soft Cost TOTAL =	\$910,500

Femoyer Project Estimated "In Kind" Costs

<u>County</u>		<u>Rancho Cordova</u>	
Project Management =	\$30,000	Project Management =	\$40,000
Project Finance (AFS) =	\$10,000	Environmental Clearance =	\$10,000
"In Kind" Services =	\$40,000	"In Kind" Services =	\$50,000

Femoyer Land Dedications

Eastside =	63000 sq. ft.
McCuen Lot =	1500 sq. ft.
Community Campus =	20000 sq. ft.
Airpark Drive 60' ROW =	36000 sq. ft.
VA, Avalon Lot =	7500 sq. ft.
Total Land Dedication =	128000 sq. ft.

NORTH MATHER BOULEVARD IMPROVEMENT PLANS FOR EXTENSION

CITY OF RANCHO CORDOVA

CALIFORNIA

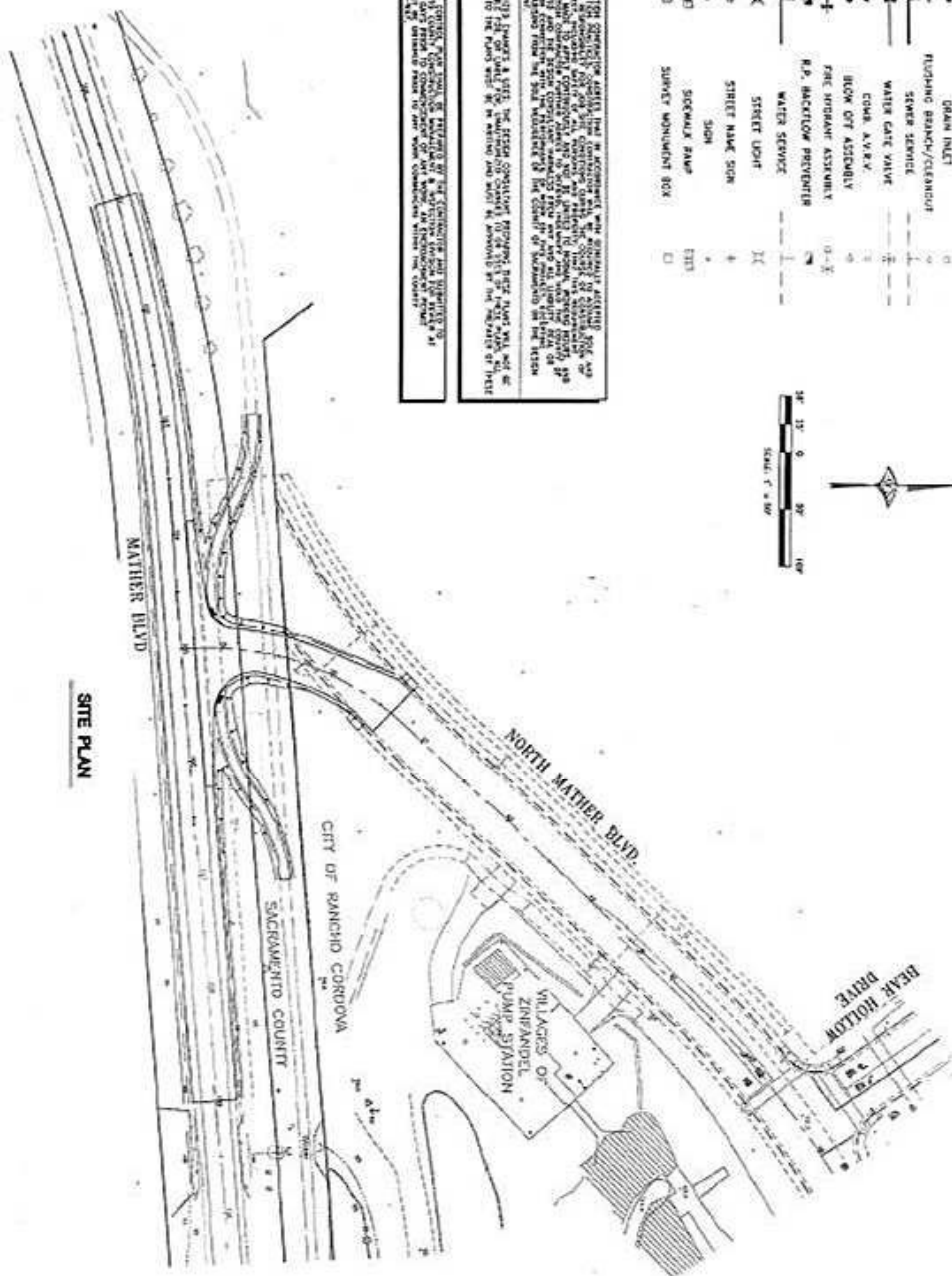
LEGEND		LETTING
	STORM DRAIN	ST-29
	SEWER JUNK	ST-30
	WATER LINE	ST-31
	MANHOLE	
	DRAIN INLET	ST-32
	RUSHING BRANCH/CLAMP/OT	ST-33
	SEWER SERVICE	ST-34
	WATER CATCH BASIN	ST-35
	CONCRETE ALLEY	ST-36
	BOOM OFF ASSEMBLY	ST-37
	FIRE HYDRANT ASSEMBLY	ST-38
	N.P. BACKFLOW PREVENTER	ST-39
	WATER SERVICE	ST-40
	STREET LIGHT	ST-41
	STREET NAME SIGN	ST-42
	SIGN	ST-43
	STORMY PLANT	ST-44
	SURVEY MONUMENT BOX	ST-45



CONSTITUTIONAL RIGHTS. The U.S. Supreme Court, which has been the final authority on questions of civil liberties, has ruled in favor of the government in several cases involving the rights of individuals to privacy and freedom of expression. In *Roe v. Wade*, the Court ruled that a woman's right to privacy includes the right to choose whether to have an abortion. In *Brandenburg v. Ohio*, the Court ruled that the government cannot restrict speech unless it is directed at inciting or producing imminent lawless action and is likely to do so. In *Miller v. California*, the Court ruled that obscenity is not protected by the First Amendment. In *Shmeltzer v. California*, the Court ruled that the government cannot restrict speech unless it is directed at inciting or producing imminent lawless action and is likely to do so.

[illegible]

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535



SITE PLAN

VICINITY MAP



SHEET INDEX

1. Wild geese
2. Terns, gulls, jaegers and boaters please
3. Flare and rocket (if wanted also)
4. Flare and rocket (either A/C)
5. Emission control, flare
6. Flare and rocket flare

APPROVED BY: [Signature] DATE: 2-15-13
 CHIEF OF POLICE
 CITY OF BIRMINGHAM

APPROVED BY: *[Signature]*
DATE: 4/5/18
DIRECTOR, FBI
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

TOTAL TONS	
ASPHALT CONCRETE (AC)	2.14
ACCIDENTAL BASE (AB)	285

[illegible]

WADO AGGREGATES


$$\frac{1000}{2102 - 1000} = 1.1$$

Part 1 of 6

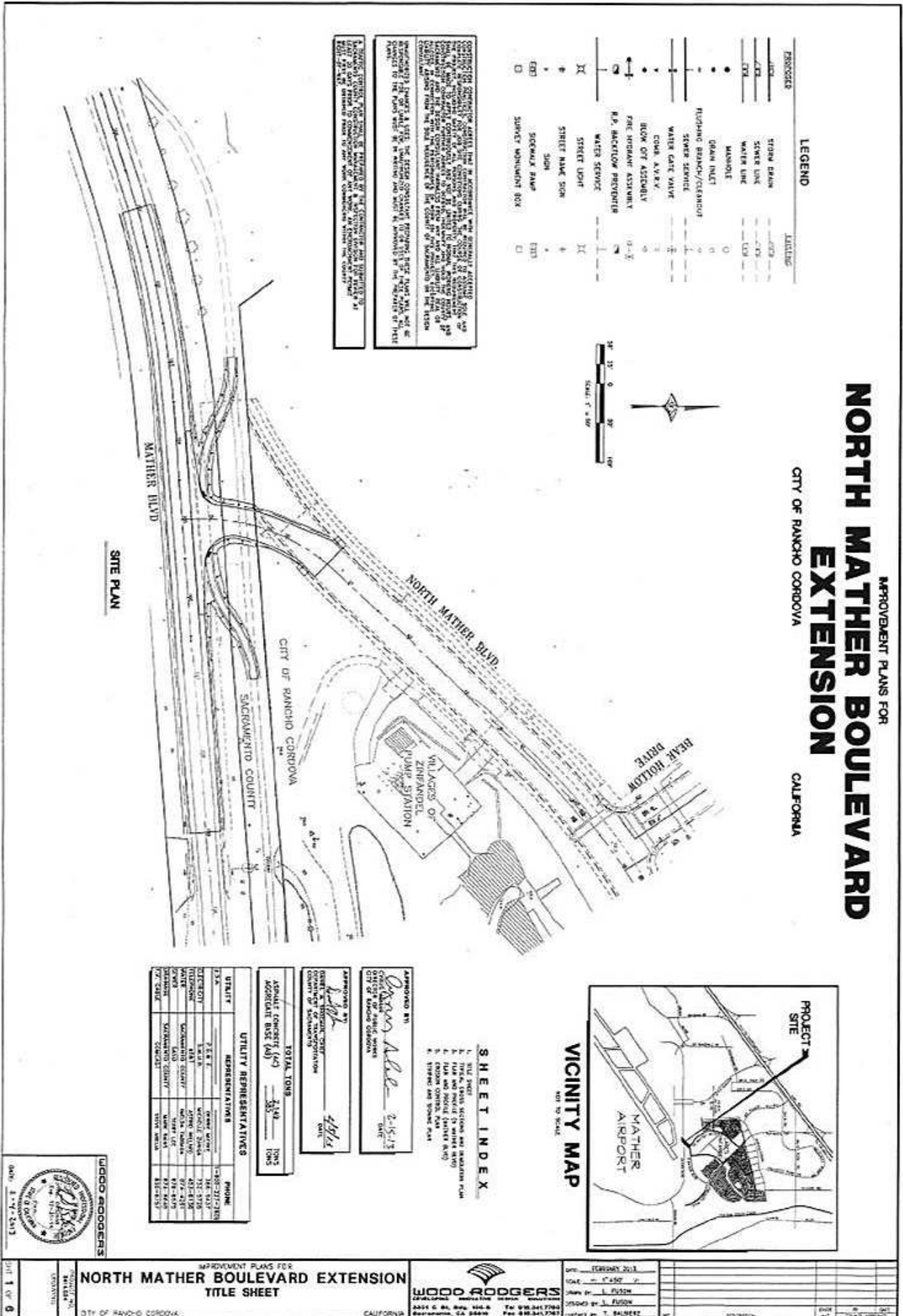
IMPROVEMENT PLANS FOR
NORTH MATHER BOULEVARD EXTENSION
TITLE SHEET



WOOD RODGERS
 CIVIL ENGINEERS ARCHITECTS INTERIORS
 2451 G St., Suite 1000 E. Tel: 916.345.7764

DATE: FEBRUARY 2013
SCALE: 17450
DRAWN BY: J. FUSION
CHECKED BY: J. FUSION

EXHIBIT D - NORTH MATHER EXTENSION PROJECT



MEMORANDUM



DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Jay Hadley, IT Manager

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT 33-2013 WITH MITEL BUSINESS SYSTEMS, INC. TO LEASE A NEW PHONE SYSTEM FOR CITY OFFICE IN THE AMOUNT OF \$200,000

RECOMMENDATION

Adopt Resolution No. 41-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract No. 33-2013 between the City of Rancho Cordova and Mitel. This contract will allow the City to renew a 5 year lease with Mitel and upgrade to new phone equipment in order to replace the current phone system in City offices. The new contract is for an amount not to exceed \$200,000 and expires on March 31, 2016.

BACKGROUND

We currently lease our phone equipment from Mitel. The current phone system is reaching the end of support and depends on several aging hardware components to operate it. IT has built a very resilient network and would like to now improve our communications systems to the same degree. With new phone equipment leased from Mitel, the City will upgrade its current technology as well as add features that will improve employee productivity and will result in a significant enhancement to the current communication system as well as allow IT to Virtualize the phone system for redundancy and remove hardware dependency issues.

With the new equipment, the lease amount is approximately \$3,000 per month for a total of five years. This cost not only includes equipment, but free software upgrades and disaster recovery provisions, repair service for full term, failed hardware replacements, installation, system training and upgrade flexibility.

Staff is requesting a new contract with Mitel, which includes a scope of work, further outlining the schedule of installation.

ATTACHMENT

Resolution No. 41-2013

- **Exhibit 1:** Contract No. 33-2012 including Scope of Work (**Exhibit A**) and Lease Schedule (**Exhibit B**).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 41-2013

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 33-2013 WITH
MITEL BUSSINESS SYSTEMS, INC. TO RENEW LEASE FOR A NEW PHONE
SYSTEM FOR CITY OFFICES IN THE AMOUNT OF \$200,000**

WHEREAS, the City desires to renew lease contract with Mitel and;

WHEREAS, the purpose of this contract is to renew a lease with Mitel and obtain new phone equipment for City offices in order to upgrade current technology and enhance our communication system;

WHEREAS, the contract is for an amount not to exceed \$200,000 and there are sufficient funds budgeted to cover the costs of the contract; and

WHEREAS, the term of the contract is April 1, 2013 to May 31, 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with Mitel, substantially in the form of the agreement attached hereto as **Exhibit 1**, and as 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

EXHIBIT 1
CONTRACT NO. 33-2013

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
MITEL BUSINESS SYSTEMS, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Mitel Business Systems, Inc., ("Professional") as of April 1, 2013.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. 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 May 31, 2018, 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 \$200,000 (two hundred thousand dollars), 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

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO. 33-2013

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

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EXHIBIT 1
CONTRACT NO. 33-2013

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 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 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.
- 2.8 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

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EXHIBIT 1
CONTRACT NO. 33-2013

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 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 there from, and damage to property resulting from

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EXHIBIT 1
CONTRACT NO. 33-2013

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 insured's 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

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EXHIBIT 1
CONTRACT NO. 33-2013

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 coverage's 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 All Policies Requirements.

- 4.4.1 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.
- 4.4.2 Verification of coverage.** 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.

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EXHIBIT 1
CONTRACT NO. 33-2013

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. 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 Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the 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

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO. 33-2013

- 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.

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO. 33-2013

- 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.

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CONTRACT NO. 33-2013

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 sixty (60) 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

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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

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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.

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- 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.

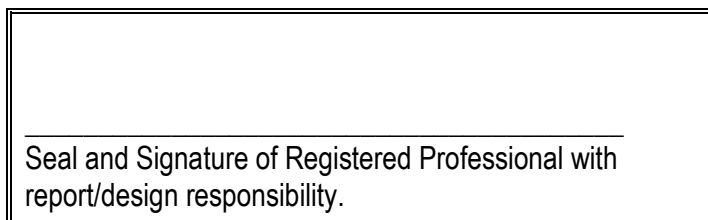
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Jay Hadley, IT Manager ("Contract Administrator"). 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:
California Area Director
18301 Von Karman Ave, Suite 900
Irvine, CA 92612

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Any written notice to City shall be sent to:
City of Rancho Cordova
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.



- 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.

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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

PROFESSIONAL

Ted A. Gaebler, City Manager

Date: _____

Michelle Whittington, Assistant Secretary

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

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EXHIBIT 1
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EXHIBIT A
SCOPE OF SERVICES

(See attached).

EXHIBIT 1
CONTRACT NO. 33-2013

EXHIBIT B
COMPENSATION SCHEDULE

See attached for compensation schedul

EXHIBIT A**Total Solution Program**

Equipment and Implementation	\$2,693.64
Software Assurance and Support	\$ 299.49
Total (plus applicable taxes)	\$2,993.13
Agreement Period	60 Months
Deposit	First Month's Payment, Plus Tax

RATES QUOTED ARE GUARANTEED FOR THIRTY (30) DAYS**Monthly Payment Includes:**

- Free Software Upgrades and Disaster Recovery Provision
- Rental of all Hardware and Software Associated with Your System
- Repair Service for the Full Term
- Installation
- System Training
- Financial Commitment
- Guaranteed Rates for Expansion
- Upgrade Flexibility
- Risk of Loss Coverage
- Guaranteed Renewal Option
- Discounted System Relocation



SCHEDULE 1

EQUIPMENT ITEMIZATION

Pricing complies with NJPA 042109-MBS

MCD on 3300, ISS, Virtual MCD part of Quote

MCD - Core Hardware and Software *(requires customer-provided. virtual machine)*

- 1 Virtual MCD
- 141 MCD Enterprise User License
- 40 MCD Enterprise Multi-device User License
- 1 MCD Mailbox license
- 1 50 MCD SIP Trunks

Desktop Devices - IP Phones and Accessories

- 1 5310 IP Conference Module and Saucer
- 6 5304 IP Phone
- 10 5320e IP Phone
- 163 5330e IP Phone
- 1 5360 Color Touchscreen IP Phone
- 1 5610 DECT Cordless IP Phone with Base Station
- 12 DECT Cordless Headsets with Cradle
- 15 48VDC Ethernet Power Adapter and Cord

Mitel Border Gateway (MBG) *(requires customer-provided. virtual machine)*

- 46 SIP Trunk Channel Proxy
- 5 MBG Teleworker License 1 User
- 1 MBG Teleworker License 10 User

Mitel Applications Suite *(requires customer-provided. virtual machine)*

- 1 MAS 4.0 Virtual Appliance
- 1 MAS NuPoint Voicemail for MCD 250 Mailbox Licenses
- 1 Mitel Collaboration Advanced (MCA) - 10 Port Audio Only Licenses
- 6 Mitel Collaboration Advanced (MCA) - 1 Port Audio Only Licenses
- 2 UC Advanced 50 Deskphone License
- 25 UC Advanced 1 Deskphone License
- 2 UC Advanced Console Option
- 40 UC Adv Mobile for Smart Devices License

Professional Services - Implementation

Implementation (SP)
End-User Training (SP)



Approved and Accepted by:

Customer

Mitel

Date

Mitel vMCD-to-5000 Networking

- 4 Mitel 5000 SIP Trunks

Call Accounting

- 1 CASH+ Single Site 300 Ext. or Less
- 1 Software Assurance for 5 years
CASH+ virtual deployment requires customer-provided Windows OS (Svr 03/08, XP, Vista, Win7[32/64bit])



Customer

Mitel

Date



This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the TotalSolution Program Lease Agreement identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the TotalSolution Program Lease Agreement

INSTALLING COMPANY City of Rancho Cordova	
CITY Rancho Cordova	
COUNTY Sacramento	
STATE CA	ZIP 95670
LOCATION OF EQUIPMENT 2729 Prospect Park Dr	
CITY Rancho Cordova	
STATE CA	ZIP 95670

LEASE NUMBER 132134	SCHEDULE ACCOUNT NO.
RENT COMMENCEMENT DATE: May 1st 2013	
SCHEDULE OF PAYMENTS	
60	MONTHLY PAYMENTS OF \$ 2693.64 (applicable taxes to be billed)
EXCEPT AS OTHERWISE INDICATED BELOW:	
☐ OTHER	SWA \$299.49
PAYABLE AT SIGNING OF THE LEASE (Check one)	
☐ FIRST	5/15/2013 TOTAL PAYMENTS \$ 2993.13
☐ OTHER	

LIST OF EQUIPMENT ATTACHED

LESSEE (FULL LEGAL NAME) City of Rancho Cordova			
BILLING ADDRESS 2729 Prospect Park Drive			
CITY Rancho Cordova	COUNTY Sacramento	STATE CA	ZIP 95670
PHONE 916	851-8914		DATED
BY ☒ Ted A Gaebler (AUTHORIZED SIGNER) City Manager			
PRINT NAME _____ TITLE _____			

DELIVERY AND ACCEPTANCE OF EQUIPMENT	
I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.	
SIGNATURE ☒	DATE _____
PRINT NAME _____	TITLE _____

ACCEPTED: MITEL LEASING, INC., LESSOR 1140 WEST LOOP NORTH, HOUSTON, TEXAS 77055	
BY ☒	DATE _____
TITLE _____	DATE _____

MEMORANDUM

DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Troy Holt, Public Information and Legislative Affairs

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE CORDOVA COMMUNITY COUNCIL FOR EXECUTION AND PLANNING OF THE 10 YEAR ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED \$182,620



RECOMMENDATION

Adopt Resolution No. 34-2013.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute a contract with the Cordova Community Council for execution and planning of the City of Rancho Cordova's 10 Year Anniversary Celebration in an amount not to exceed \$182,620.

BACKGROUND

The City of Rancho Cordova officially incorporated on July 1, 2003 becoming the 478th city in the State of California. This year marks the 10 year anniversary of the City's incorporation. The City is planning a series of anniversary celebrations with the purpose to involve our residents, business community, tourists, and partners in this momentous occasion.

The Cordova Community Council plans a multitude of events throughout the year in the Rancho Cordova community. The City has partnered with the Cordova Community Council to plan the 10 year anniversary events due to its expertise in bringing together those in and outside the community.

City staff and the Cordova Community Council proposed a weeklong series of events from June 30 to July 4, 2013 to celebrate the 10 year anniversary at a Rancho Cordova City Council Special Meeting/Annual Corporate Report on February 22, 2013. The series of events includes activities from a Civic Events Day to birthday fireworks celebration.

All five Council members were in attendance at the meeting. Three celebration options, each with a different scope of services and compensation schedule, were presented to the City Council (**Addendum 1**). The City Council provided direction to staff to proceed with Option 3 for the Cordova Community Council to execute all events at an amount not to exceed \$182,620. Council Member Donald Terry proposed for the City Council to support the event by fundraising in the community with a goal to cover half of the total event cost in donations.

City staff drew up a contract with the Cordova Community Council (**Exhibit 1**). The contract includes the full event amount not to exceed \$182,620 per Option 3 of the Cordova Community Council's proposal.

ATTACHMENT

Resolution 34-2013.

- Exhibit 1: Contract No. 28-2013 including Contract Addendum 1 – 10 Year Anniversary Proposal from the Cordova Community Council.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 34-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CORDOVA
COMMUNITY COUNCIL FOR CONSULTING SERVICES FOR FISCAL 2013-14**

WHEREAS, the City of Rancho Cordova officially incorporated on July 1, 2003, becoming the 478th city in the State of California; and

WHEREAS, 2013 marks the 10 year anniversary of the City's incorporation. The City is planning a series of anniversary celebrations intended to involve the City's residents, business community, tourists, and partners in this momentous occasion; and

WHEREAS, the City of Rancho Cordova wishes to enter in an agreement with the Cordova Community Council for the planning and administering of the City's 10 year anniversary celebration; and

WHEREAS, the agreement, attached hereto as **Exhibit 1**, is in an amount not to exceed \$182,620; and

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

WHEREAS, there are sufficient funds budgeted to cover the costs of the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to enter into an Agreement with the Cordova Community Council, substantially in the form of the agreement attached hereto as **Exhibit 1**, and as 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

EXHIBIT 1

**AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
CORDOVA COMMUNITY COUNCIL**

THIS AGREEMENT for services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Cordova Community Council, a 501(c)3 public benefit non-profit organization ("CCC") as of April 1, 2013.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CCC shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. 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 July 31, 2013, the date of completion specified in Exhibit A. CCC 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 CCC 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.** CCC 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, CCC shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** CCC 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 CCC's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay CCC a sum not to exceed \$182,620.00, according to the terms specified in Exhibit B (attached to this Agreement and incorporated herein), for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and CCC's proposal, attached as Addendum 1 to this Agreement, regarding the amount of compensation, the Agreement shall prevail. City shall pay CCC 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 CCC for services rendered pursuant to this Agreement. CCC shall submit

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EXHIBIT 1

all invoices to City in the manner specified herein. Except as specifically authorized by City, CCC shall not bill City for duplicate services performed by more than one person.

CCC and City acknowledge and agree that compensation paid by City to CCC under this Agreement is based upon CCC's proposal to provide services dated February 12, 2013 which is attached as Exhibit A and made a part of this agreement. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which CCC 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. CCC 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, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work.
- The total number of hours of work performed under the Agreement by CCC and each employee, agent, and subcontractor of CCC 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 CCC's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services performed in accordance with Exhibit A and this Agreement, 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 CCC.

2.3 Total Payment. City shall pay for the services to be rendered by CCC pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by CCC 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 CCC submit any invoice for an amount in excess of the maximum amount of compensation provided above and in Exhibit B 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.

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In no event shall CCC charge City a higher amount for a specified task/event which is higher than the "project total" amount indicated on CCC's proposal, attached as Addendum 1 to this Agreement.

- 2.4 Hourly Fees.** Fees for work performed by CCC on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.5 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed this amount. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** CCC is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that the City or CCC terminates this Agreement pursuant to Section 8, the City shall compensate the CCC for all outstanding costs and reimbursable expenses incurred for work completed in accordance with Exhibit A and this Agreement as of the date of written notice of termination. CCC shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The CCC is not authorized to perform any services or incur any costs not identified in this agreement 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, CCC 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 CCC 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 CCC'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, CCC, 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 CCC and its agents, representatives, employees, and subcontractors. CCC 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. CCC shall maintain the insurance policies required by this

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EXHIBIT 1

section throughout the term of this Agreement. The cost of such insurance shall be included in the CCC's bid. CCC shall not allow any subcontractor to commence work on any subcontract until CCC 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. CCC shall maintain all required insurance listed herein for the duration of this Agreement.

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** CCC, 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

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

4.3 CCC Liability Insurance. CCC, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals

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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, CCC 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 CCC's sole cost and expense, any extended reporting provisions of the policy, if the CCC 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 All Policies Requirements.

- 4.4.1 **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.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, CCC 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.

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4.4.3 Subcontractors. CCC 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 Deductibles and Self-Insured Retentions. CCC 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, CCC 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 CCC 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 Subrogation. CCC hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CCC, 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, CCC shall provide written notice to City at CCC's earliest possible opportunity and in no case later than five (5) days after CCC is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if CCC 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 CCC'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 CCC to stop work under this Agreement or withhold any payment that becomes due to CCC hereunder, or both stop work and withhold any payment, until CCC demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

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EXHIBIT 1**Section 5. INDEMNIFICATION AND CCC'S RESPONSIBILITIES.**

- 5.1 General Requirement.** CCC shall indemnify, defend with counsel mutually acceptable, and hold harmless the City and its officials, officers, employees, agents, and designated 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 by the willful misconduct or negligent acts or omissions of CCC 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 CCC shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises 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 CCC 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 CCC 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, CCC 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 CCC or any employee, agent, or subcontractor of CCC 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, then to the extent that City has treated CCC as an independent contractor in accordance with Section 6.1 below, then CCC shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CCC 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 CCC.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, CCC shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an

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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 CCC only insofar as the results of CCC'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 CCC accomplishes services rendered pursuant to this Agreement. CCC shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by CCC are employees and agents of CCC and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against CCC 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, CCC 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. CCC shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 CCC Not an Agent.** Except as City may specify in writing, CCC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. CCC 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.** CCC 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. CCC'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, CCC 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.** CCC represents and warrants to City that CCC and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and

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approvals of whatsoever nature that are legally required to practice their respective professions. CCC represents and warrants to City that CCC 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, CCC and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 Nondiscrimination and Equal Opportunity.** CCC 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 CCC under this Agreement. CCC 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 CCC thereby.

CCC 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 CCC.

CCC 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, CCC shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon CCC delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CCC or prepared by or for CCC 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. CCC understands and agrees that, if City grants such an extension, City shall have no obligation to provide CCC 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 CCC for any otherwise reimbursable expenses incurred during the extension period.

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- 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 CCC recognize and agree that this Agreement contemplates personal performance by CCC and is based upon a determination of CCC'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 CCC. CCC may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. CCC 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 CCC shall survive the termination of this Agreement.
- 8.6 Options upon Breach by CCC.** If CCC 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 CCC pursuant to this Agreement;
 - 8.6.3** Retain a different CCC to complete the work described in Exhibit A not finished by CCC; or
 - 8.6.4** Charge CCC 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 CCC pursuant to Section 2 if CCC had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of CCC'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 CCC prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. CCC 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 CCC agree that, until final

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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 CCC's Books and Records.** CCC 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 CCC pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires CCC 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.

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

CCC 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.*

CCC 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 CCC was an employee, agent, appointee, or official of the City in the previous twelve months, CCC warrants that it did not participate in any manner in the forming of this Agreement. CCC understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CCC will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CCC will be required to reimburse the City for any sums paid to the CCC. CCC 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. CCC 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 Troy Holt ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee who must be identified in writing to the CCC..

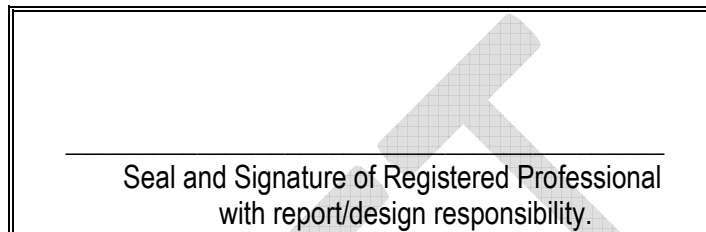
10.10 Notices. Any written notice to CCC shall be sent to:
Shelly Blanchard
Cordova Community Council
2729 Prospect Park Drive, Suite 117
Rancho Cordova, CA 95670

Any written notice to City shall be sent to:
Troy Holt
Rancho Cordova City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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- 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.



- 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 CCC and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** CCC 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.

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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

CCC

Ted A. Gaebler, City Manager

Larry Stafford, Chairman of the Board

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

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Agreement between
City of Rancho Cordova and Cordova Community Council

March 18, 2013
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AGENDA ITEM 8.7

EXHIBIT 1**EXHIBIT A****SCOPE OF SERVICES**

See attached proposal, Addendum 1, from the Cordova Community Council – option 3.

DRAFT

EXHIBIT B

COMPENSATION SCHEDULE

See attached proposal from the Cordova Community Council, attached as Addendum 1 and incorporated herein – option 3 is selected by City.

1. Option 3 on page 7 of CCC's proposal is selected by City, as follows:

Cordova Community Council executes all events as described.

- With Time Capsule B
- \$25,000 Band Upgrade

Labor: \$81,125.00
Direct: \$101,495.00
Total: \$182,620.00

2. The total compensation paid by City to CCC shall not exceed \$182,620.00.

- a. The total compensation paid by City to CCC for each event shall not exceed the "project total" amount for each event set forth in CCC's proposal, attached as Addendum 1, unless previously authorized in writing by City's Contract Administrator.

- b. If one event is completed by CCC for an amount less than the "project total" amount set forth for that event in CCC's proposal, attached as Addendum 1, the unused budget for such event shall not be applied to any other event unless previously authorized in writing by City's Contract Administrator.

3. The compensation schedule shall proceed according to the terms set forth in this Exhibit B and Section 2 of the Agreement.

Form (Rev. September 2007) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's ☐ SSN or ITIN
☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.)

Apt. no./ Ste. no.

City

State

ZIP Code

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or Limited Liability Companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for backup withholding.

Military Spouse Residency Relief Act (MSRRA) – The MSRRA amended the federal Servicemembers Civil Relief Act. For taxable years beginning on or after January 1, 2009, a nonmilitary spouse of a military servicemember shall neither lose nor acquire a residence or domicile for purposes of taxation by reason of being absent from or present in California to be with the servicemember serving in compliance with the servicemember's military orders if the servicemember and spouse have the same domicile. Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California. For additional information, get FTB Pub. 1032, Tax Information for Military Personnel.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. Do not abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding

requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties for the right to use natural resources located in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor

trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who Is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. However, under newly enacted MSRRA, if a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

10th
Anniversary
Celebration
June 30-July 4, 2013



Feb. 12, 2013

Donna Silva
 Finance Director
 City of Rancho Cordova
 2729 Prospect Park Dr.
 Rancho Cordova CA 95670

Dear Donna:

Please find attached a proposal, with three options, for planning and execution of events for the City of Rancho Cordova's 10th Anniversary Celebration.

We have taken great care to provide a creative mix of events and activities that could be executed together or as items selected from a menu, and which would engage the largest number of people in our community in the celebration. The July 3 and 4 activities take full advantage of enormous resources already in place for the Rancho Cordova Fourth of July Celebration.

One option also responds to your request that we consider which activities could be carried off by staff at the City of Rancho Cordova. It is referred to as "Option 1" and basically hands off all activities envisioned for July 1 to city staff.

Regardless of option, we envision the need to add to Cordova Community Council staff from the period March 1 through July 15, and would expect to commence work immediately.

Looking forward to hearing your questions and feedback!

Sincerely,

Shelly Blanchard
 Executive Director

ADDENDUM 1

**10th
Anniversary
Celebration**
June 30-July 4, 2013



Overall Event Week

Event Week Photographer/video	\$3,500
Event Week Website	\$3,500

Sunday, June 30 Day of Prayer and Community Caring

Activities: Individual churches devote time for prayer for our civic health and ask for a renewal of community caring. An ecumenical evening prayer rally with multiple churches coming together is also planned.

Project total	\$6,200
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Monday, July 1 Civic Events Day

Activities: Present an array of official activities centered around the July 1 City Council meeting that would include the following:

- Host an official reception prior to or during the City Council meeting
- Encourage “happy anniversary” presentations by dignitaries
- Invite back 5-year Torch Bearers
- Present and close time capsule
- Present and release Rancho Cordova 10-year History
- Unveil Community Mosaic
- Present a pyro-bottle “salute” to end ceremonies

July 1 Events Team

ADDENDUM 1

Project total **\$13,700**

Time capsule project

Project total (non-burial)

\$9,200 to \$10,550

Project total (Kilgore burial)

\$17,450-\$21,500

Community Mosaic project

This project would collect thousands of photographs from and of community residents that would be compiled into a 4 ft x 6 ft mosaic of a readily recognizable Rancho Cordova icon. It would be suitably framed for display in City Hall for years to come.



Project total **\$20,500**

Write and Print a 10-year History*

* Envisioned is an easy-to-read collection of highlights of the first 10 years of city history, with photo and other illustration; eight-pages 8.5" x 11", full color glossy paper, in the style of current "City View" publication.

Project total **\$19,000**

Tuesday, July 2

Our Town Day

Activities: Present an array of official activities centered around City Hall that would include the following:

- Open "Our Town" Art Exhibit
- Host Artists Reception (Mosaic as centerpiece)
- Host Birthday Cake Contest
- Introduce Rancho Cordova Civic Light Orchestra

Our Town Art Exhibit and Reception

Planning is already under way for this Our Town Art Exhibit with outreach, collection of artwork on-going as a function of the Rancho Cordova Arts Council.

Project total **\$3,800**

ADDENDUM 1**Community Birthday Cake Contest**

This project would engage the community in creating Rancho Cordova Birthday Cakes for a contest. The cakes would be displayed in the American River Room in conjunction with the Our Town exhibit reception.

This project would include publicity and outreach to encourage participation; jurying of the cake contest; solicitation of professional cakes; display of the cakes with identifying signage; awarding of prizes; display of a professionally decorated “penultimate cake” at the reception.

Project total

\$15,300

Plan and execute Orchestra Debut Concert

The Rancho Cordova Civic Light Orchestra is now forming. It is expected to be ready to perform an initial concert by summer and July 2 would be an excellent opportunity.

We envision setting up the orchestra in Council Chambers, with door open to the lobby. There will be minimal space in the chambers for viewing the concert, however the sound will fill the building and this will provide an immediate audience. An alternative plan would be to position the orchestra outside.

Project total

\$10,000

Wednesday, July 3

Birthday at Hagan Park

Activities: Present an array of fun, community birthday activities that capitalize upon the Rancho Cordova Fourth of July Festival infrastructure already in place.

- Have excellent City Expo at Fourth of July festival (Day 1)
- Open Rancho Cordova Historical Society Exhibit at CRPD Bldg. #1 (Day 1)
- Birthday Fireworks Show with Pyro Birthday Cake
- Lip Dub
- Upgrade concert offering

City Expo at Hagan Park

We envision that this would be a city staff activity. For impact, we recommend renting a 20 x 30 tent or larger that could be used for creation of a city exhibit, with room for the Rancho Cordova River City Concert Band to perform, RCPD equipment display and canine demo, and much more over the course of July 3-4. City staff would be completely responsible for all planning and activities in this area, coordinating with Rancho Cordova Fourth of July Logistics and Planning Team.

ADDENDUM 1

Wednesday, July 3 Birthday at Hagan Park

Birthday Fireworks Show and Pyro Birthday Cake

Proposed is to transform the planned July 3 fireworks show to a “Happy Birthday” show and add a pyrotechnic display including a birthday cake set piece that explodes with fireworks at the appropriate moment. This would be a 4-5 minute show enhancement to the regular fireworks show.

Music, aerial choreography and fireworks show, plus coordination with concert stage and performers, would be reworked to transform show from Fourth of July to Happy Birthday theme.

Project total **\$10,500**

Lip Dub

Proposed is to organize and film a “Lip Dub” performance that would be screened at various birthday events including before large crowds at Hagan Park on July 3 and 4. The Lip Dub would be posted on the internet, distributed to television outlets and elsewhere for wide-ranging viewing.

We envision filming the Lip Dub in April or May at Rancho Cordova City Hall and would include complex coordination of hundreds of “cast members” who would be a broad reflection of the community.* This event would target youth participation.

We would encourage wide participation by city staff in this production, scripting their role to showcase their contribution to the operation of the city in amusing and creative ways. This is also an opportunity for staff family members to become part of the 10th Anniversary production.

Project total **\$17,500**

* Due to the complexity of this event, we recommend food and drink be made available to cast members, coordinated by city staff.

Rancho Cordova Historical Exhibit

Proposed by the Rancho Cordova Historical Society, this project is already under way and is being managed by the Cordova Community Council.

Project total **\$1,000**

Upgrade Concert to a Happy Birthday happening

Proposed is to transform the July 3 concert featuring a local band to a performer who is nationally known. General inquiries have been made to determine what bands/performers may be available on this date, at this budget level.

ADDENDUM 1**Project total*****\$26,875****Based on band/backline budget of \$25,000*

Thursday, July 4

Fourth of July at Hagan Park

Activities: Present an array of fun, community birthday activities that capitalize upon the Rancho Cordova Fourth of July Festival infrastructure already in place.

- Have excellent city presence at festival (Day 2)
- Rancho Cordova Historical Society Exhibit at CRPD Bldg. #1 (Day 2)
- Fourth of July Fireworks Show (Cordova Community Council)
- Sky Writing Message (air banner over parade and festival)
- Screen Lip Dub
- City Parade Entry

City Expo at Hagan Park

We envision that this would be a city staff activity. For impact, we recommend renting a 20 x 40 tent or larger that could be used for creation of a city exhibit, with room for the Rancho Cordova River City Concert Band to perform, RCPD equipment display and canine demo, and much more over the course of July 3-4. City staff would be completely responsible for all planning and activities in this area, coordinating with Rancho Cordova Fourth of July Logistics and Planning Team.

City Parade Entry

We envision that this would be a city staff activity. We recommend the city construct and arrange for an entry for the Rancho Cordova Fourth of July Parade which reflects the 10th Anniversary theme.

Execute Fourth of July Stage, Lip Dub and Fireworks Show

Project management/promotion**\$1,250**

The Cordova Community Council has contracted for a Fourth of July Fireworks Show. Upgrades to that show can be added at additional cost. The Lip Dub would be screened on large LED screens as part of the Fourth of July stage show.

Sky Writing Message (Sky banner)

ADDENDUM 1

Sky writing or airplane air banner a “Happy Birthday Rancho Cordova” message would be a dramatic addition to Birthday Week. The banners would be flown over the parade and over the Fourth of July events. The flights could be extended to cover other events in our region spreading the word that it is our birthday, or with a message like “You could be celebrating in Rancho Cordova!”

Project total

\$6,495

Summary and options

Option 1

An option wherein City Staff assume roles in executing some events has been requested. Option 3 envisions the City of Rancho Cordova staff planning and executing all July 1 events and activities, including:

- Form a committee to plan and execute July 1 events
- Execute time capsule project
- Community mosaic project
- Write and print a 10-year history

Projects remaining for Cordova Community Council:

Labor: \$43,125
 Direct: \$62,795
 Total: \$105,920

Option 2

Cordova Community Council executes all events as described

- With Time Capsule A
- \$25,000 Band Upgrade

Labor: \$78,625
 Direct: \$91,045
 Total: \$169,670

Option 3

Cordova Community Council executes all events as described

- With Time Capsule B
- \$25,000 Band Upgrade

Labor: \$81,125
 Direct: \$101,495
 Total: \$182,620

MEMORANDUM

DATE: April 1, 2013
TO: Honorable Mayor and Council Members
FROM: William Campbell, Principal Planner



SUBJECT: LENNAR HOMES OF CALIFORNIA (ANATOLIA III VILLAGES 17, 21, 22, 23 AND 24) RESIDENTIAL DESIGN REVIEW; PROJECT NO. DD7832 – LOCATED AT KAVALA RANCH SUBDIVISION (ANATOLIA III), EAST OF SUNRISE BOULEVARD AND NORTH OF KEIFER ROAD.

PROPERTY OWNER: Lennar Homes of California 1420 Rocky Ridge Drive, Suite 320 Roseville, CA 95661	APPLICANT/DEVELOPER: Lennar Homes of California Mr. Don Barnett 1420 Rocky Ridge Drive, Suite 320 Roseville, CA 95661
PROJECT: Lennar Homes of California (Anatolia III Village 17, 21, 22, 23, and 24) Residential Design Review FILE: DD7832 LOCATION: Kavala Ranch Subdivision (Anatolia III), east of Sunrise Blvd and north of Keifer Road. APN: Lots within portions of Villages 17, 21, 22, 23 and 24 PLANNER: William Campbell	

RECOMMENDATION

Adopt Resolution 33-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the applicant to add three new production house plans to three previously approved production homes for the total design package for Villages 17, 21, 22, 23 and 24 in Kavala Ranch. The new plans will give future residents a greater selection of models to choose from, with three new home sizes ranging from 2,361 to 3,105 square feet, with three different architectural styles. The proposed plans are consistent with the City's adopted Design Guidelines and are consistent with the previously approved home plans.

ADVANCES GOALS: 1 and 2.

BACKGROUND

Required Permits and Regulatory Basis

According to Section 23.141.020 (A)(2) of the Zoning Code, master home plans for single family residential requires City Council approval, subject to meeting the required findings in Section 23.141.050 A – D, listed below.

A. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations and is consistent with the applicable Rancho Cordova Design Guidelines.

B. Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

C. Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

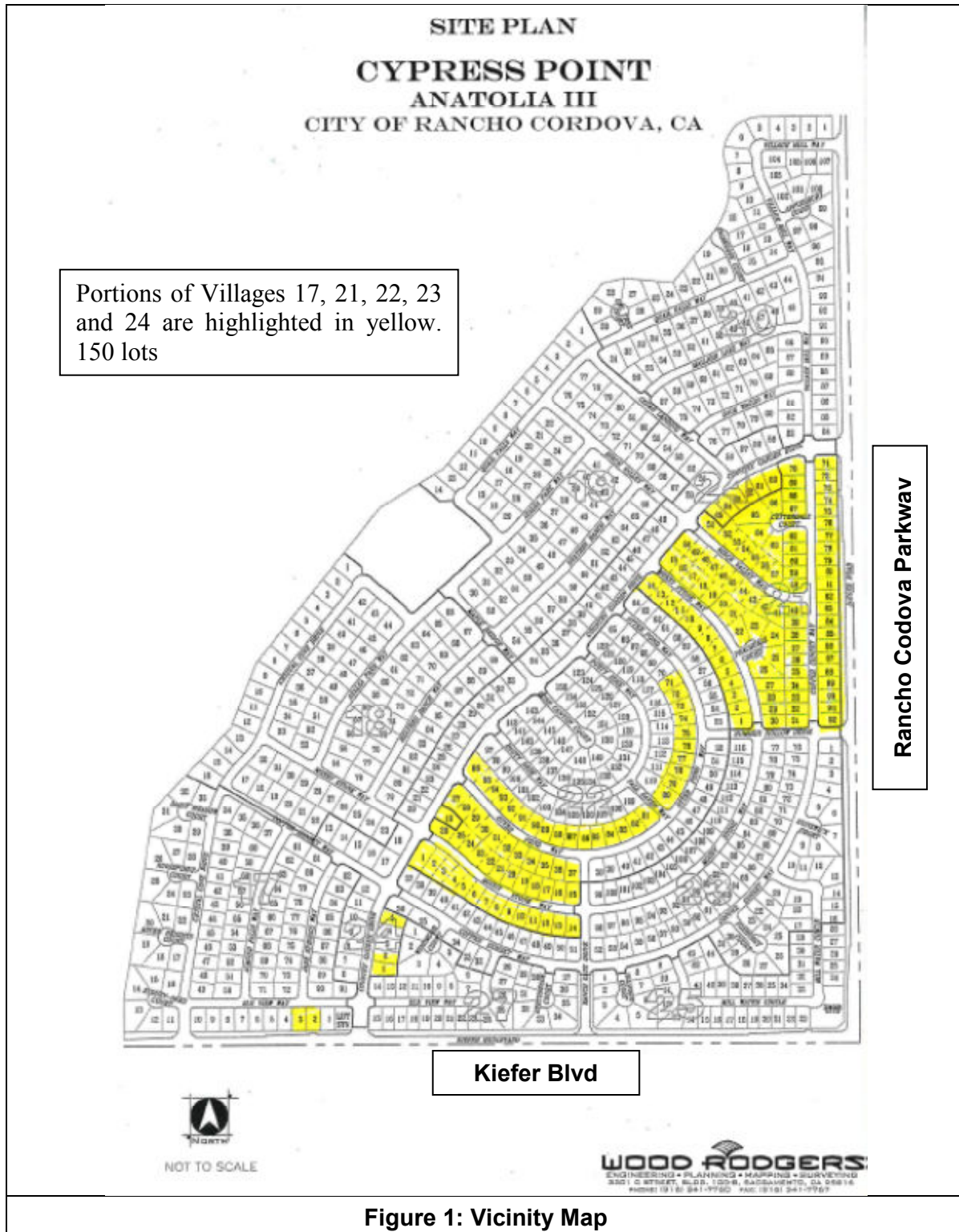
D. Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Lennar Homes is the only builder in Anatolia III. Recently, the last remaining undeveloped lots have been acquired by Lennar from other builders that have either gone out of business or from those that have reduced work force and sold their interests in Anatolia III. Prior to Lennar's acquisition, previous designs by other builders were approved; therefore, the design challenge for Lennar and staff was to integrate Lennar's plans with the existing homes design by others to avoid dissimilar designs or obvious quality characteristics.

Lennar continues to test the market with new product lines in order to keep up with the changing demand. The new plans were evaluated against the previously approved product lines and minor design changes were offered to obtain greater context with the existing homes in the area. The applicant has been responsive to many of staff's requests, including the use of upgrade decorative garage doors, the use of higher quality materials, and improving the overall aesthetic of the architectural styles. In addition, sidewalks are provided from the driveway to the side yard gate on the garage side. This improvement provides the home owner easy access to transport refuse/recycling containers to the street on collection day and to neatly store the containers behind the side yard fence during the week.

Architectural Styles

Each of the three proposed floor plans will have three exterior elevation styles: "Spanish", "Prairie" and "Western Craftsman". These architectural styles have been used in and around the subject property and will be consistent with the other production homes in Kavala Ranch. Each architectural style provides base features or details, along with colors and materials that will be in context to existing homes in the area. Attached to the Resolution, **Exhibit A** is the design package that provides defines the architectural styles and the floor plans and elevations. Also provided are the color choices and preliminary landscape plans for the front yard improvements. Lastly, Lennar homes will continue to provide solar as a standard feature of their homes, as long as the SMUD rebate program remains active.



Garage Orientation

Three of the six plans for this project area meet the City's garage orientation policy, which requires at least half the master home plans to have the primary living area of the home extending beyond the garage. In addition, some of the plans have the option to include a front patio area in order to gain orientation approval, at the developer's election and with staff approval, subject to the other conditions of approval regarding placement of units and architectural style.

The proposed plans were evaluated for consistency with the adopted design guidelines and the development standards of the Zoning Code. The required findings and the evidence to support them are contained in Resolution No. 33-2013 (**Attachment 1**).

ENVIRONMENTAL DETERMINATION

The proposed project has been evaluated and determined to be in conformance with the Mitigated Negative Declaration prepared for the Anatolia III Subdivision, adopted by the County, and subsequently adopted by the City for development projects in this project area. No new environmental impacts were identified in the review of the new home plans for the project area.

RECOMMENDED MOTION

Move the City Council determine the Mitigated Negative Declaration prepared for the Anatolia III Subdivision, adopted by the County, adequately addresses the environmental impacts for the project and adopt Resolution No. 33-2013 approving the Design Review for the portions of Kavala Ranch Villages 17, 21, 22, 23 and 24 subject to the attached Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution No. 33-2013, including Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).
2. 500' radius map & mailing list.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 33-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A DESIGN REVIEW FOR PORTIONS OF KAVALA RANCH (ANATOLIA III)
VILLAGES 17, 21, 22, 23 and 24, PROJECT # DD7832**

WHEREAS, Lennar Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Design Review approval of portions of Villages 17, 21, 22, 23 and 24 of the Kavala Ranch Subdivision, also known as Anatolia III, with three new floor plans with three architectural styles per plan; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan Environmental Impact Report (EIR) and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Anatolia I, II and III adopted in March 2003 by the County of Sacramento Board of Supervisors, thereby satisfying the requirements for the California Environmental Quality Act; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine the Mitigated Negative Declaration is adequate and complete according to the Guidelines of the California Environmental Quality Act.
 - a) Finding: The project site has been analyzed as part of the Sunridge Specific Plan EIR, and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III in compliance with the California Environmental Quality Act.

Evidence: The City of Rancho Cordova readopted the Sunridge Specific Plan EIR, which the tiered Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III was based upon. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. Approve the Design Review, subject to the Design Review Package (**Exhibit A**) and the Conditions of Approval (**Exhibit B**) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.140.050:
 - a) Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the subject property is Low Density Residential (LDR), and the property is Zoned RD-5 in the Kavala Ranch project area. Single-family residential homes are consistent with both designations. The proposed

ATTACHMENT 1

home plans have been designed to meet the applicable regulations of the Design Guidelines and Zoning requirements, including setbacks, height regulations, and garage orientation.

- b) Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The developer has presented a design package which includes three different floor plans that will have three elevations per plan, for a total of nine basic architectural configurations. The new plans will integrate with the previously approved plans, for a total of six floor plans, for a total of eighteen basic architectural configurations. Four different exterior color palettes are offered for each architectural style. The color and materials palettes include different roof tile profiles and colors, as well as a variety of stone veneers for the architectural styles. These textures will enhance the character of the partially built neighborhood into which these homes will be built. The Developer has not provided a pre-plotted exhibit showing the house plans on their respective lots for initial review; therefore Conditions of Approval (**Exhibit B**) have been developed to mix the size, architectural design, building offsets and massing of the new homes.

- c) Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed architecture and landscaping are complementary to the existing homes built in Kavala Ranch. The new home plans range from 2,361 to 3,105 square feet, which is an increase in average size from previous submittals by other builders. Three architectural styles are proposed with the new plans: Spanish, Prairie and Western Craftsman. Generally, each design is respectful to the details of that style. The color and material palettes are complementary to the surrounding homes, including stucco, horizontal siding, and masonry veneers as appropriate to each architectural style. All elevations and architectural style palettes are included in the Design Review Package (**Exhibit A**).

- d) Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes.

ATTACHMENT 1

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CYPRESS POINT

AT KAVALA RANCH

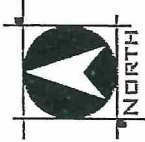
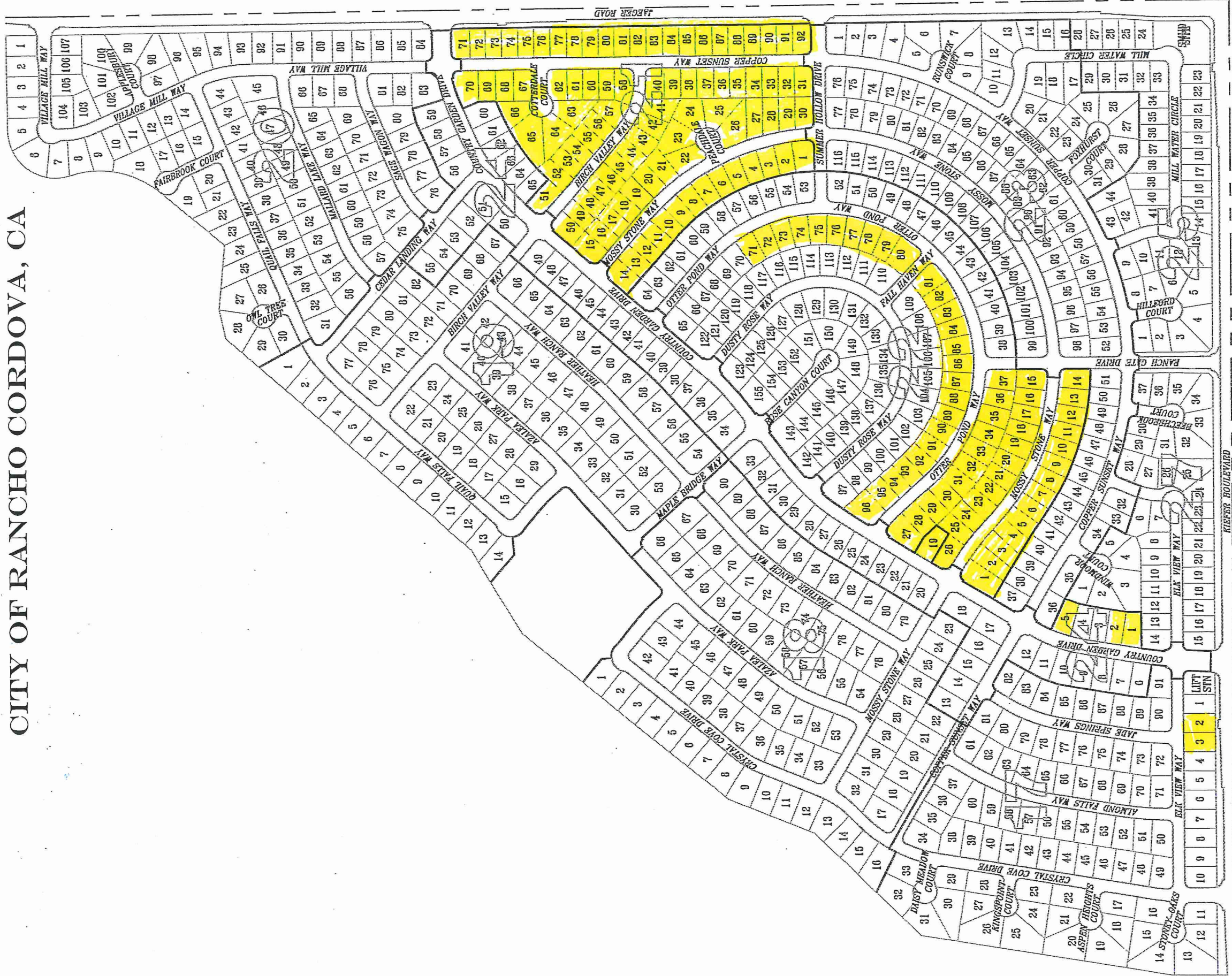
(ANATOLIA III PORTIONS OF VILLAGES 17, 21, 22, 23, 24)

DESIGN REVIEW
CITY OF RANCHO CORDOVA
FEBRUARY 19, 2013

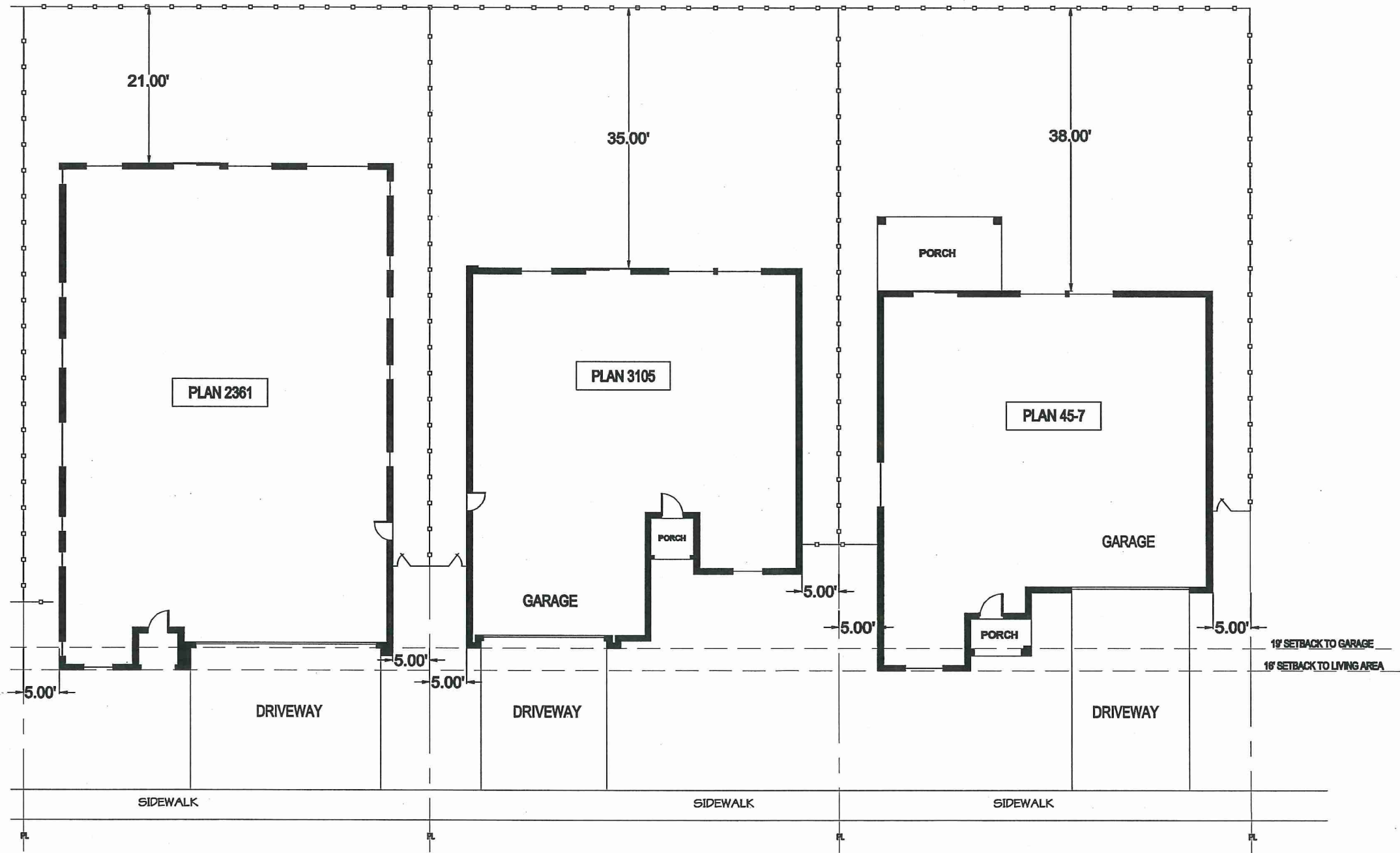
LENNAR®

1420 ROCKY RIDGE, SUITE 320
ROSEVILLE, CA 95661, PH. 746-8500

SITE PLAN
CYPRESS POINT
ANATOLIA III
CITY OF RANCHO CORDOVA, CA



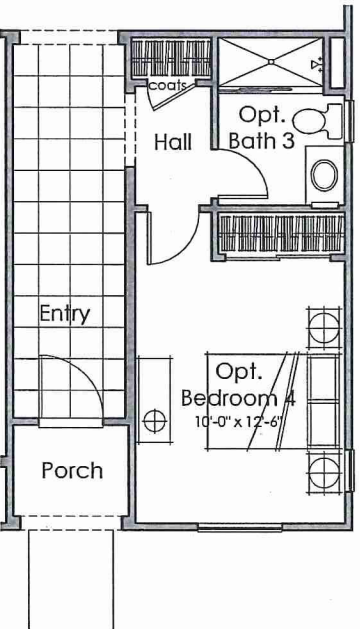
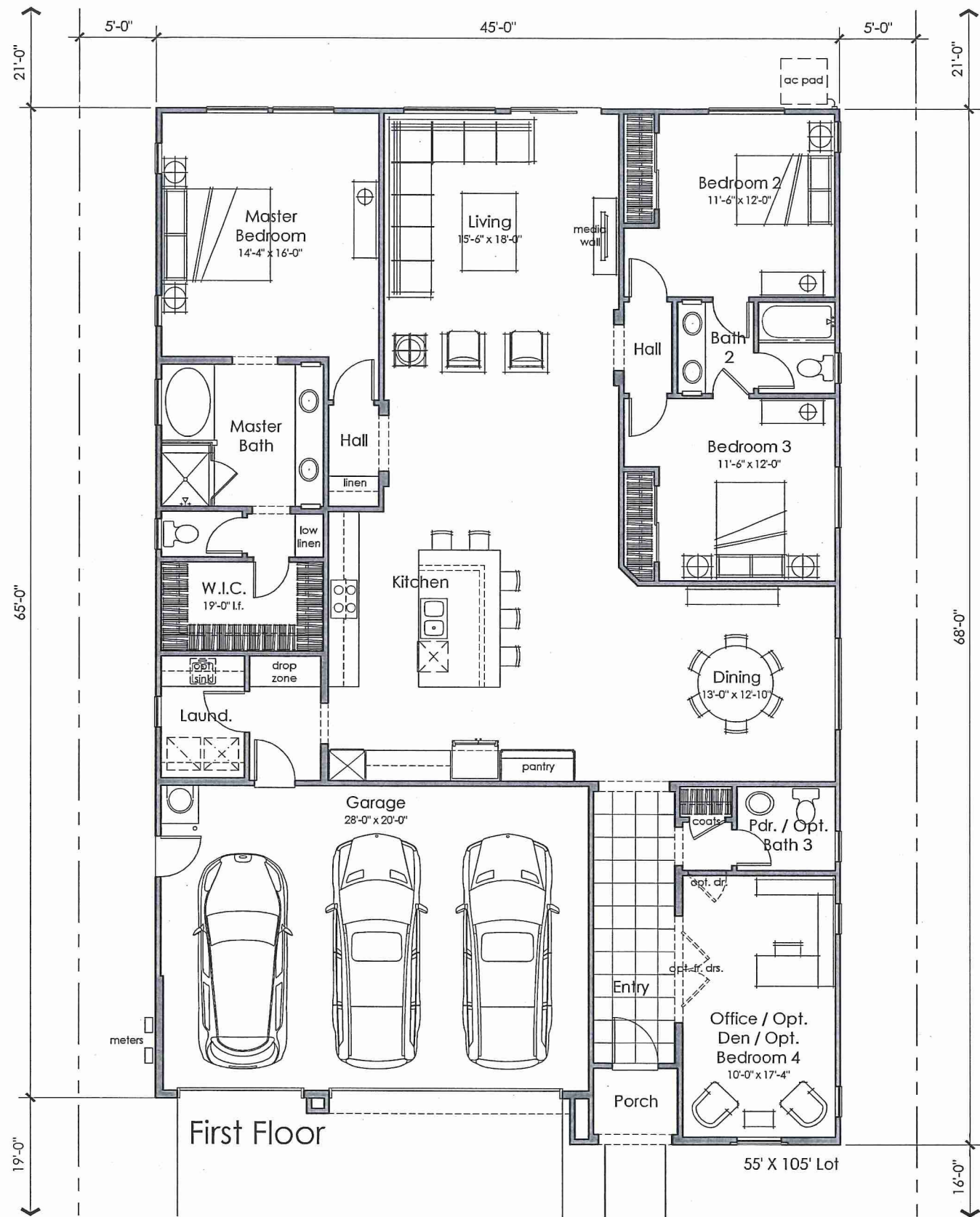
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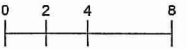
KAVALA RANCH - PORTIONS OF
VILLAGES 17, 21, 22, 23, 24 OF ANATOLIA III
LENNAR RANCHO CORDOVA, CALIFORNIA
1420 ROCKY RIDGE DR. - #320 / ROSEVILLE, CA 95661

Drawing Title
COMPOSITE
LAYOUT
(NEW PLANS)
Date
JANUARY 23, 2013
Drawn By
JL
Scale
NONE

CL-3



Floor Plan
3 Bedrooms + Office
Opt. Den / Bedroom 4
2.5 Baths / Opt. Bath 3
2,361 s.f.



A1.0

KAVALA - PLAN 2361

LENNAR Lennar
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661

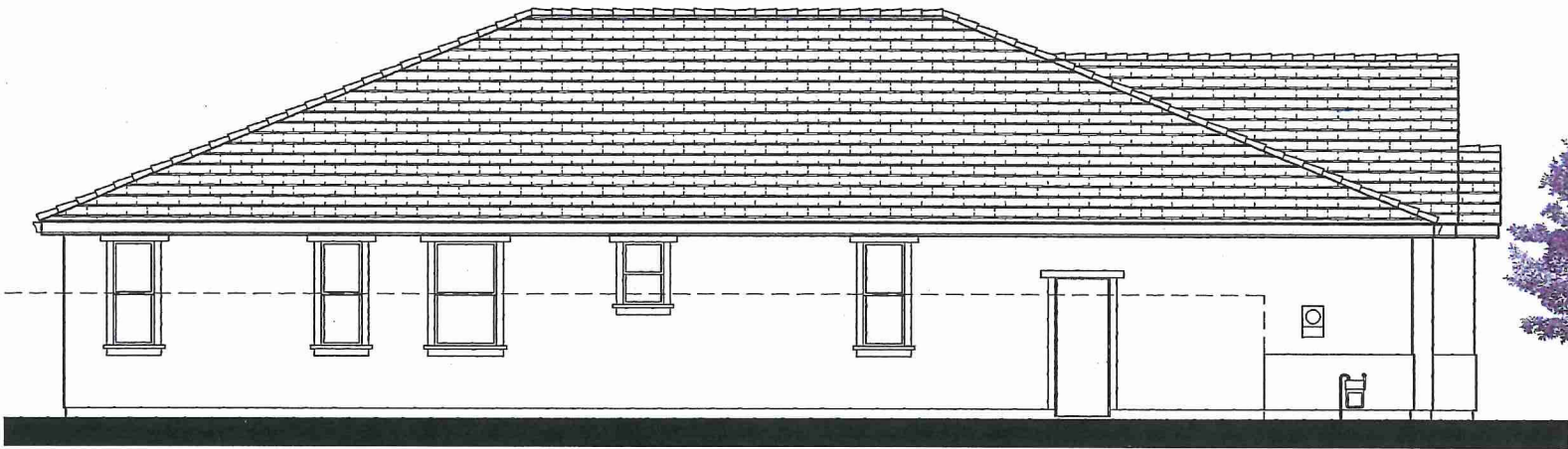
FLOOR PLAN

RANCHO CORDOVA, CA
KTGY # 2012-0724

01.03.2013

KTGY Group, Inc.
Architecture+Planning
580 Second St., Suite 200
Oakland, CA 94607
510.272.2910
ktgy.com

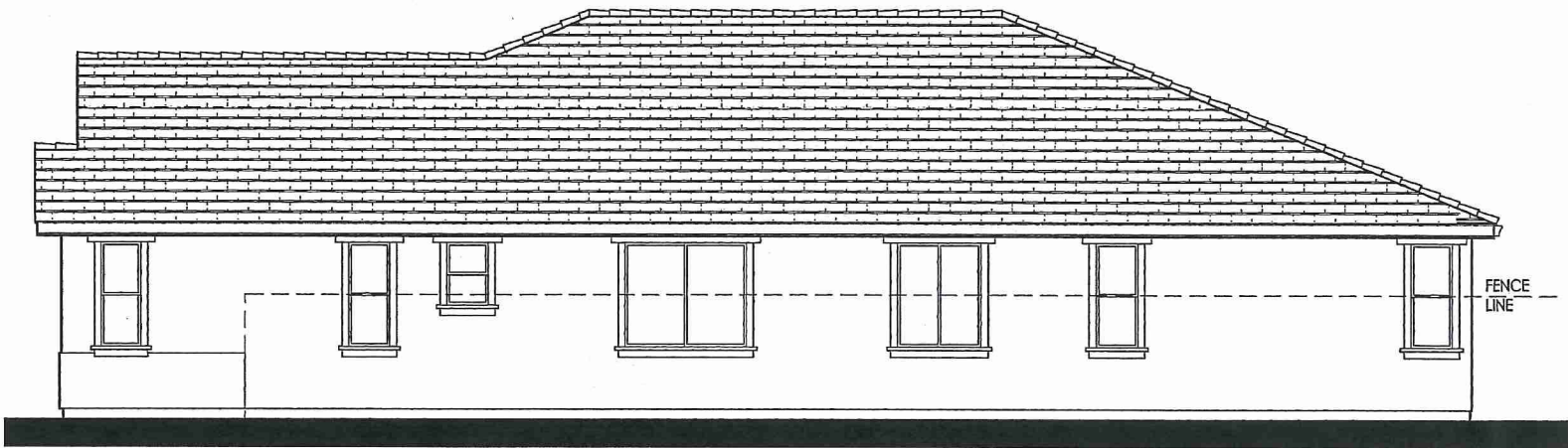




"A" LEFT SIDE ELEVATION



"A" FRONT ELEVATION



"A" RIGHT SIDE ELEVATION



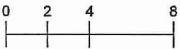
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KAVALA - PLAN 2361
LENNAR Lennar
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661

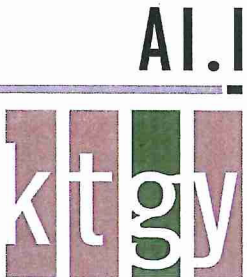
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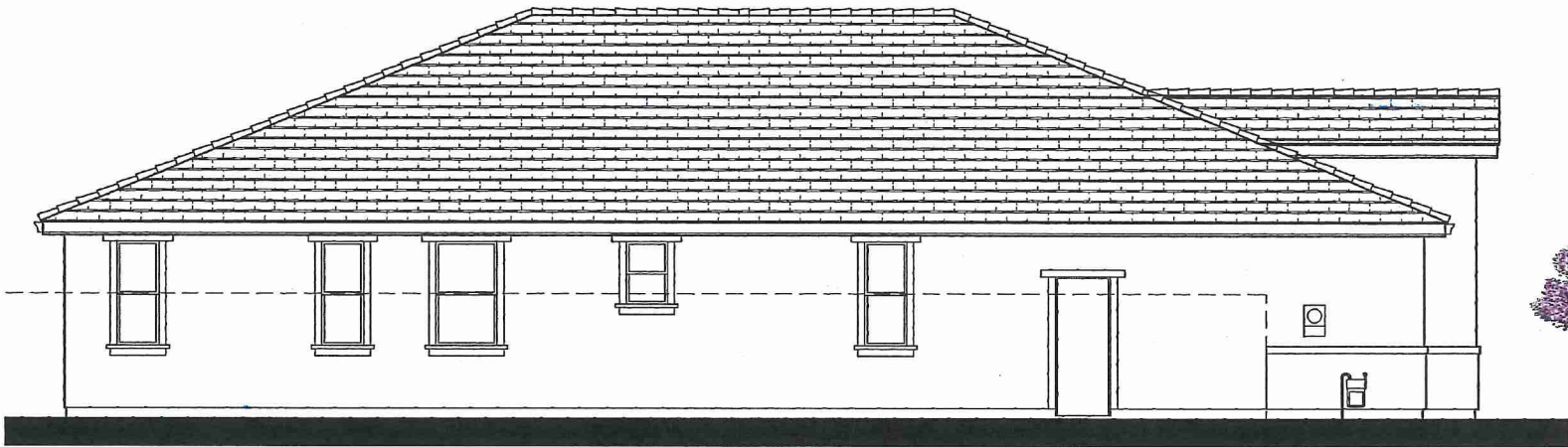
RANCHO CORDOVA, CA
KTGY # 2012-0724

01.03.2013



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ktgy.com

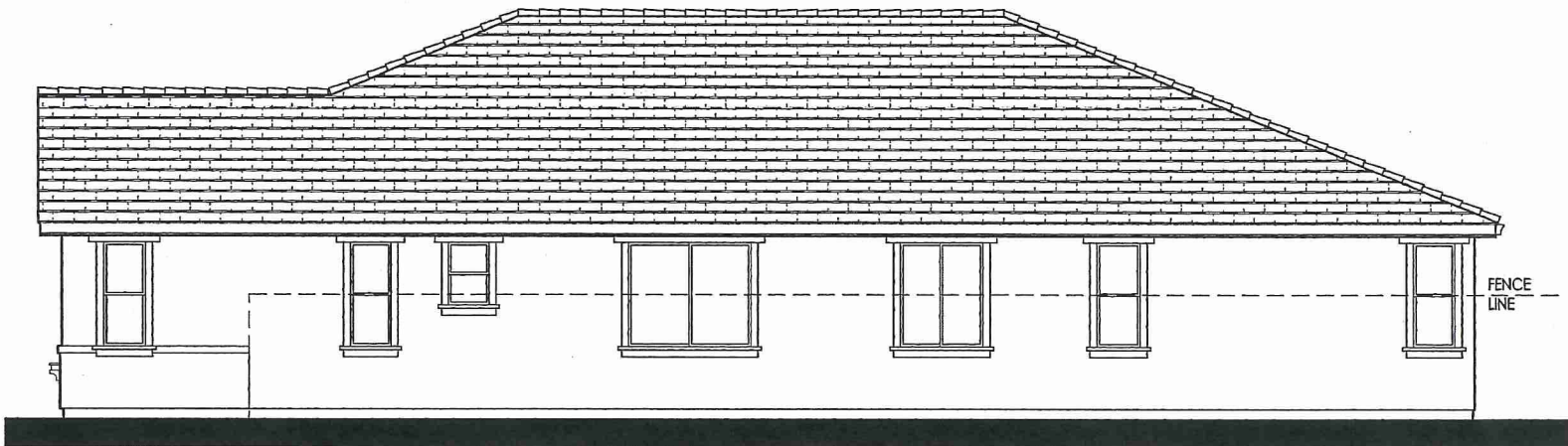




"B" LEFT SIDE ELEVATION



"B" FRONT ELEVATION



"B" RIGHT SIDE ELEVATION

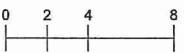


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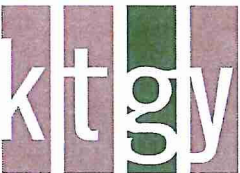
KAYALA - PLAN 2361
LENNAR Lennar
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661

PRAIRIE ELEVATIONS

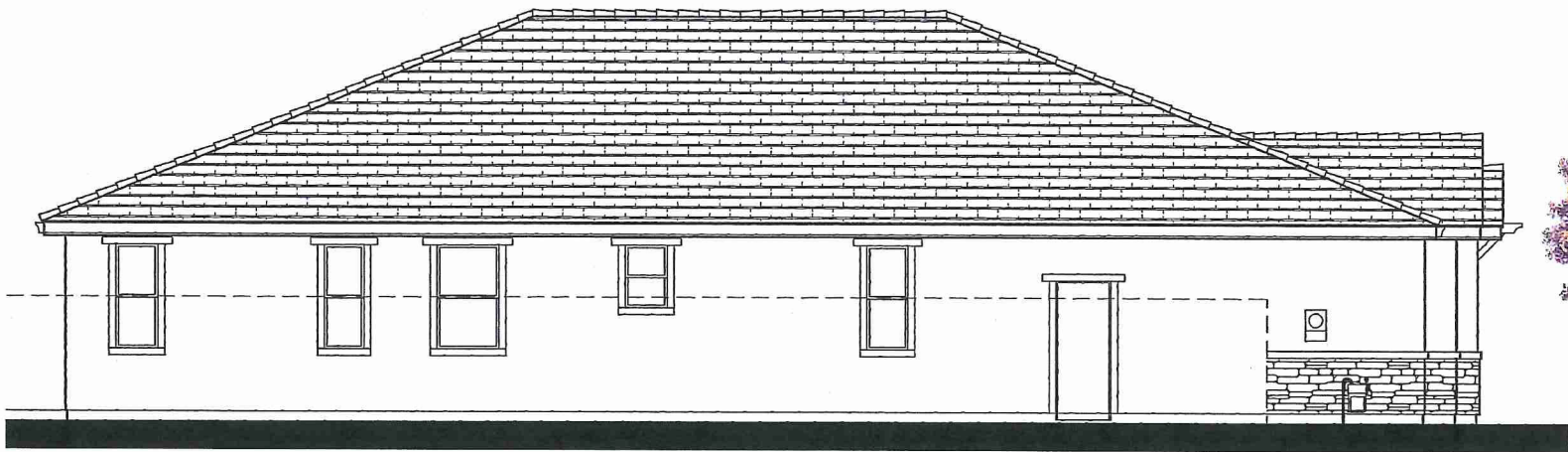
RANCHO CORDOVA, CA
KTGY # 2012-0724 01.03.2013



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Oakland, CA 94607
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ktgy.com



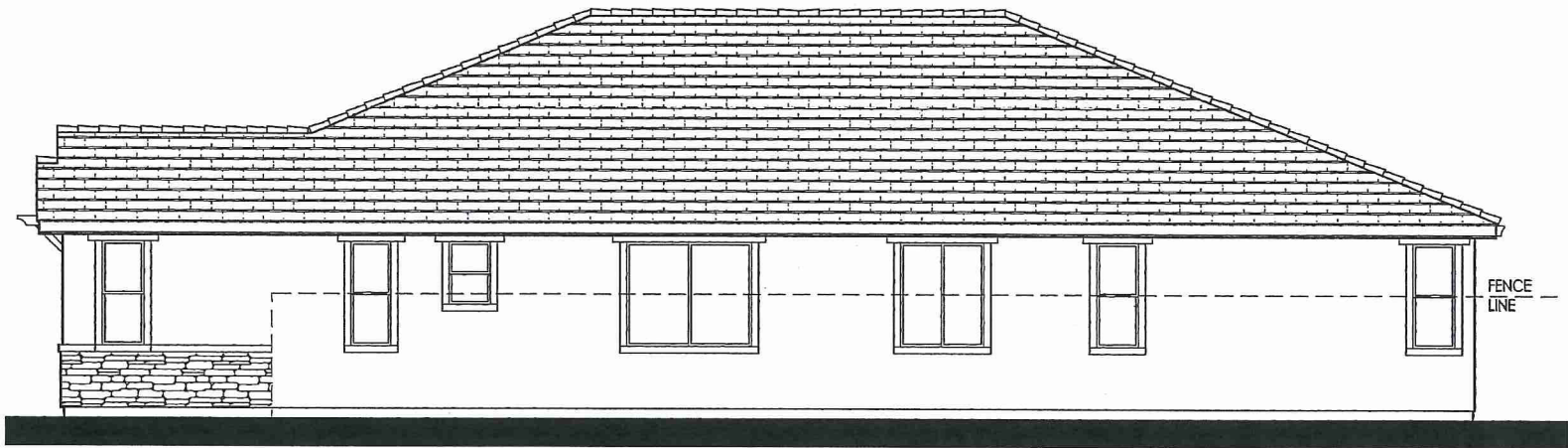
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"C" LEFT SIDE ELEVATION



"C" FRONT ELEVATION



"C" RIGHT SIDE ELEVATION



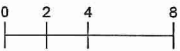
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KAVALA - PLAN 2361
LENNAR Lennar
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661

CRAFTSMAN ELEVATIONS

RANCHO CORDOVA, CA
KTGY # 2012-0724

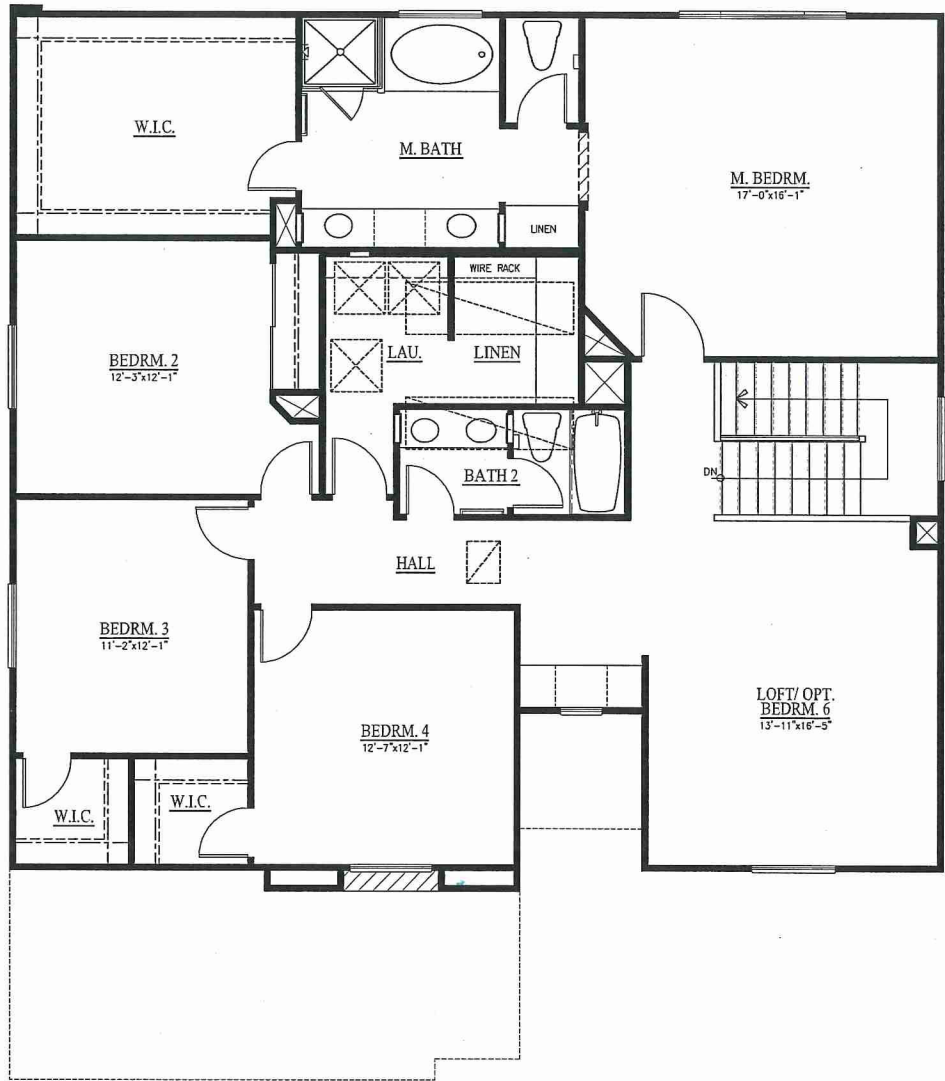
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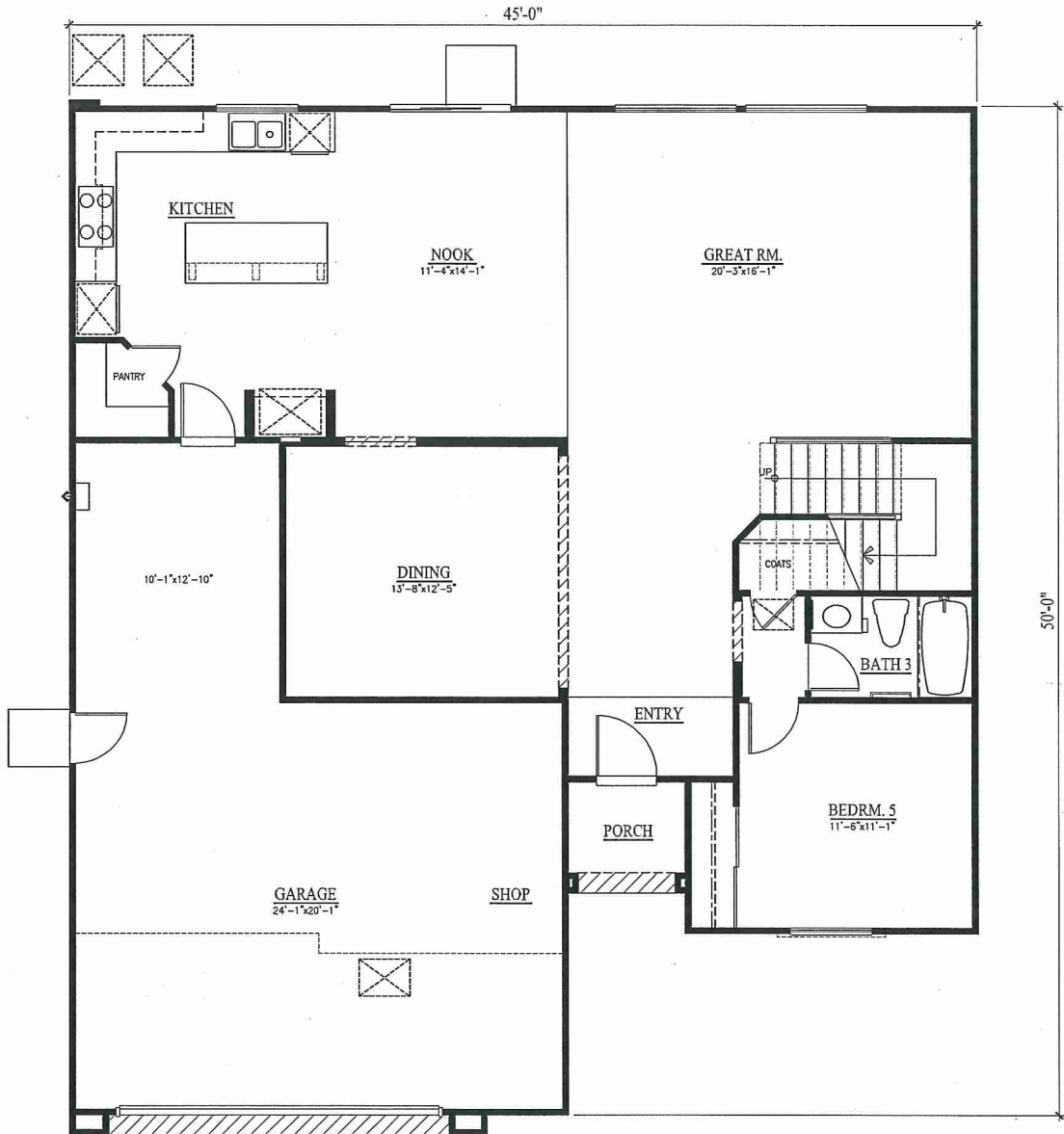
KTGY Group, Inc.
Architecture+Planning
580 Second St., Suite 200
Oakland, CA 94607
510.272.2910
ktgy.com



A1.3



SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA TABULATION

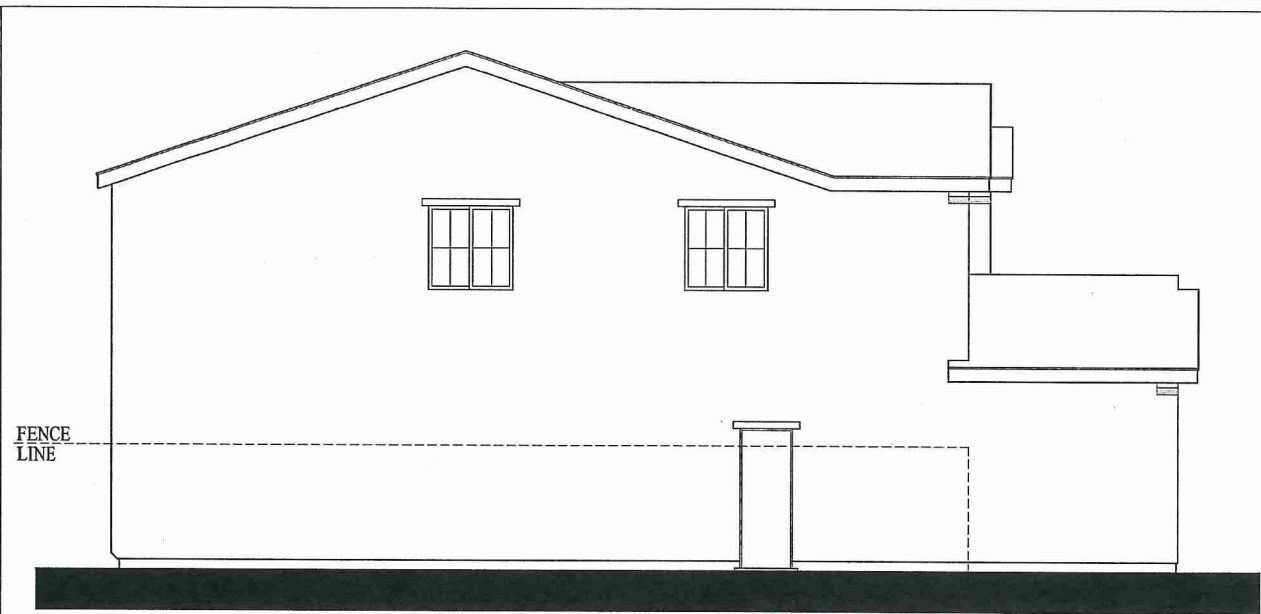
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SECOND FLOOR -	1719 SQ. FT.
TOTAL DWELLING -	3105 SQ. FT.
UNCONDITIONED SPACE	
PORCH -	32 SQ. FT.
GARAGE -	636 SQ. FT.

PLAN 3105
" Kavala Ranch"
Rancho Cordova, CA

LENNAR.
Job #: 12079
Date: February 06, 2013

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Plot Date: Feb 06, 2013
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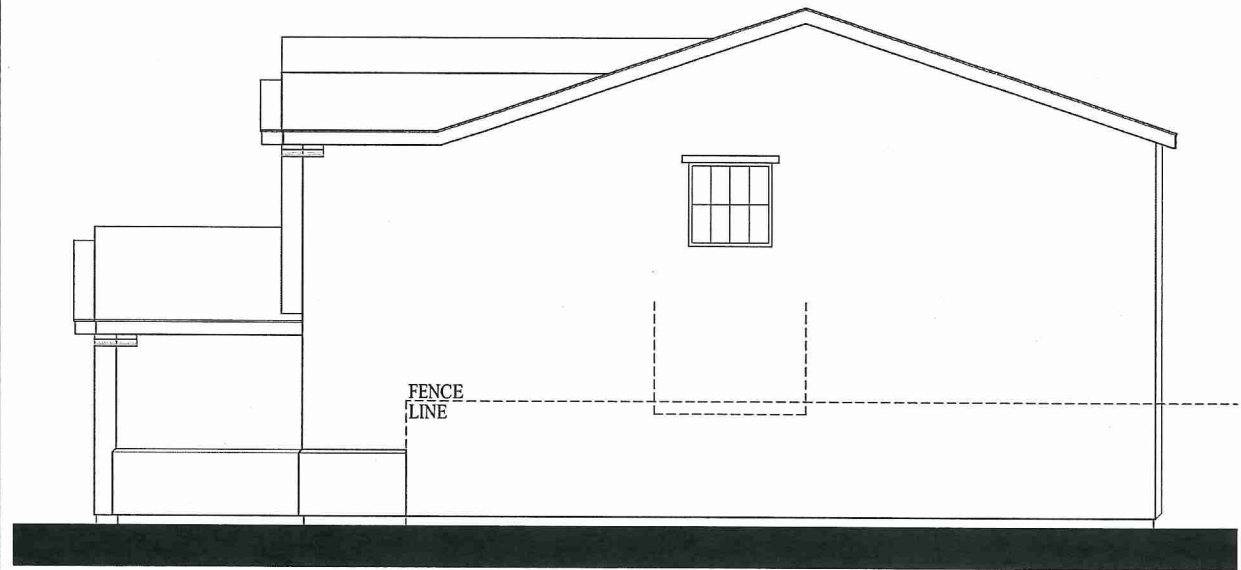
KEVIN L. CROOK
ARCHITECT
INC.
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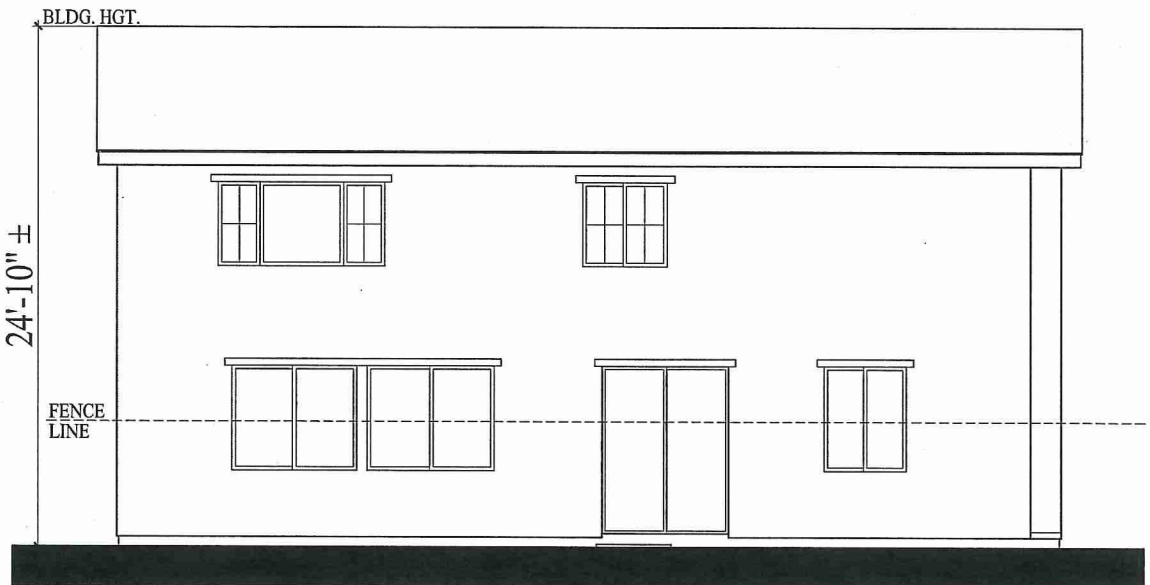
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'A' FRONT ELEVATION



'A' RIGHT SIDE ELEVATION



'A' REAR ELEVATION

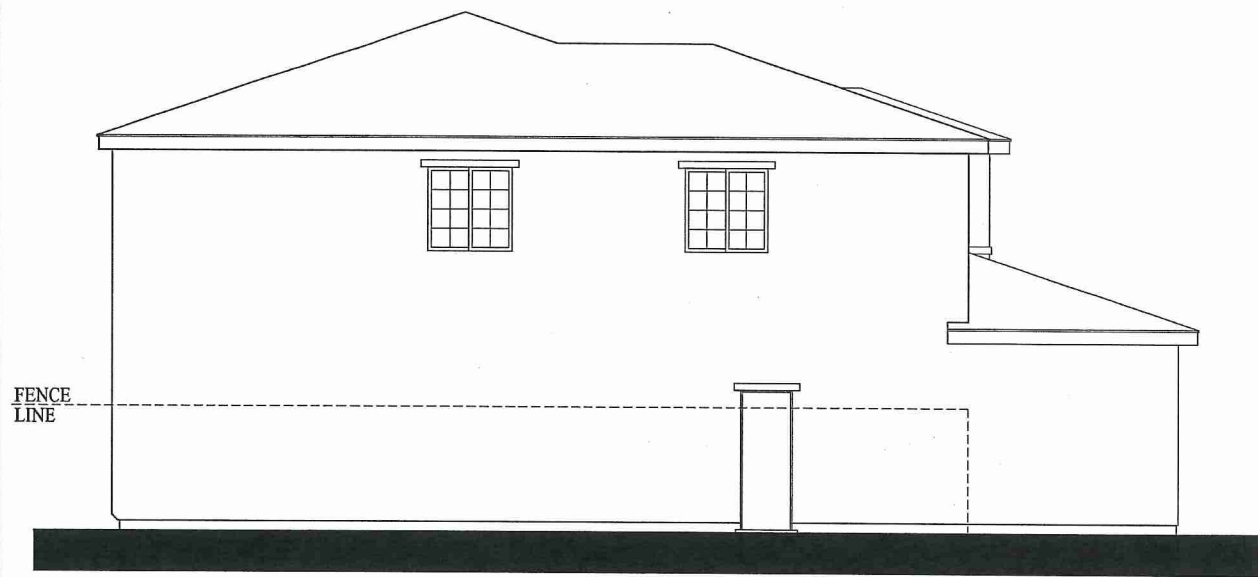
LENNAR
Job #: 12079
Date: February 06, 2013

0 2 4 8 12
Plot Date: Feb 06, 2013
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SPANISH
PLAN 3105

"Kavala Ranch"
Rancho Cordova, CA

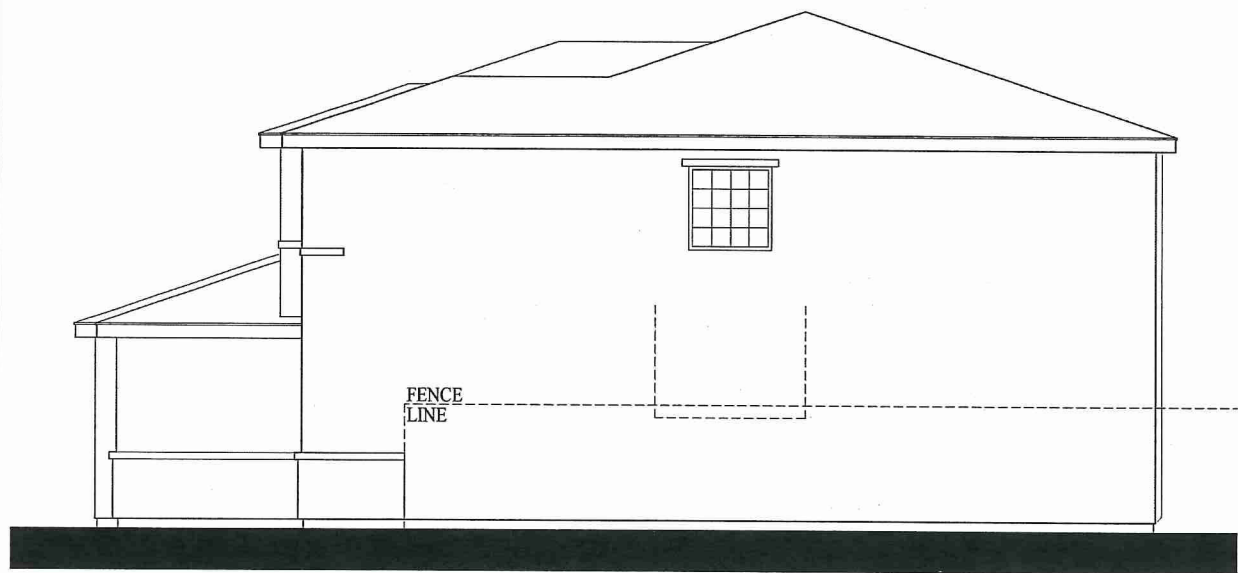
KEVIN L. CROOK
ARCHITECT
INC.
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'B' LEFT SIDE ELEVATION



'B' FRONT ELEVATION



'B' RIGHT SIDE ELEVATION



'B' REAR ELEVATION

LENNAR®

Job #: 12079
Date: February 06, 2013

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Plot Date: Feb 06, 2013
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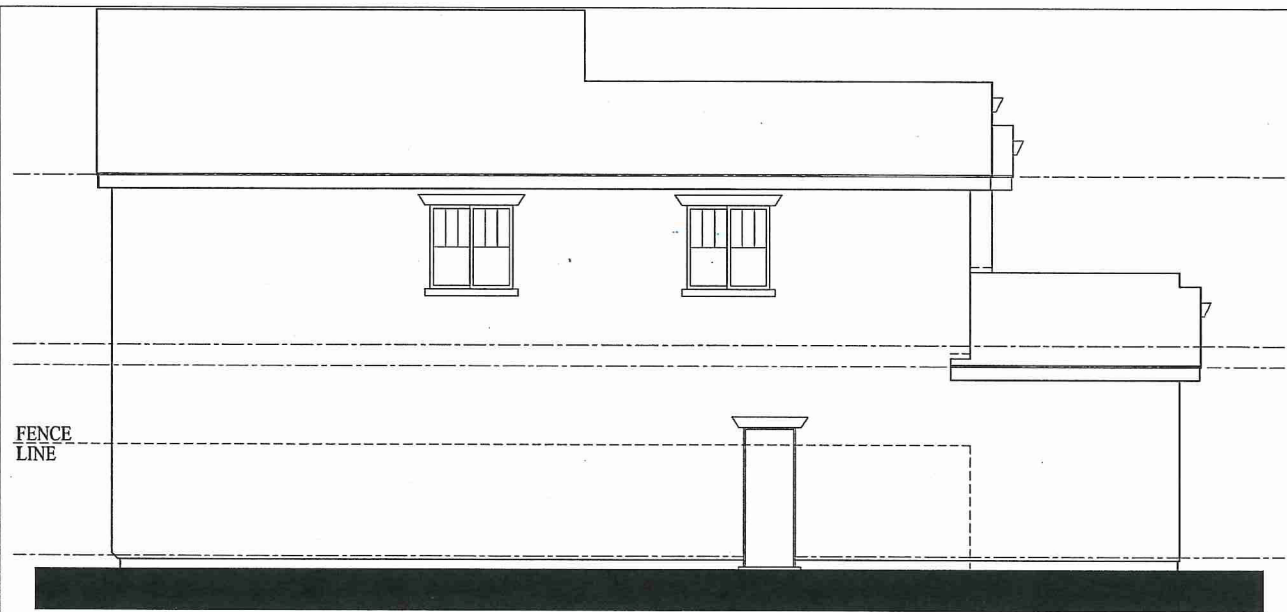
**COTTAGE
PLAN 3105**

**" Kavala Ranch"
Rancho Cordova, CA**

**KEVIN L. CROOK
ARCHITECT
INC.**

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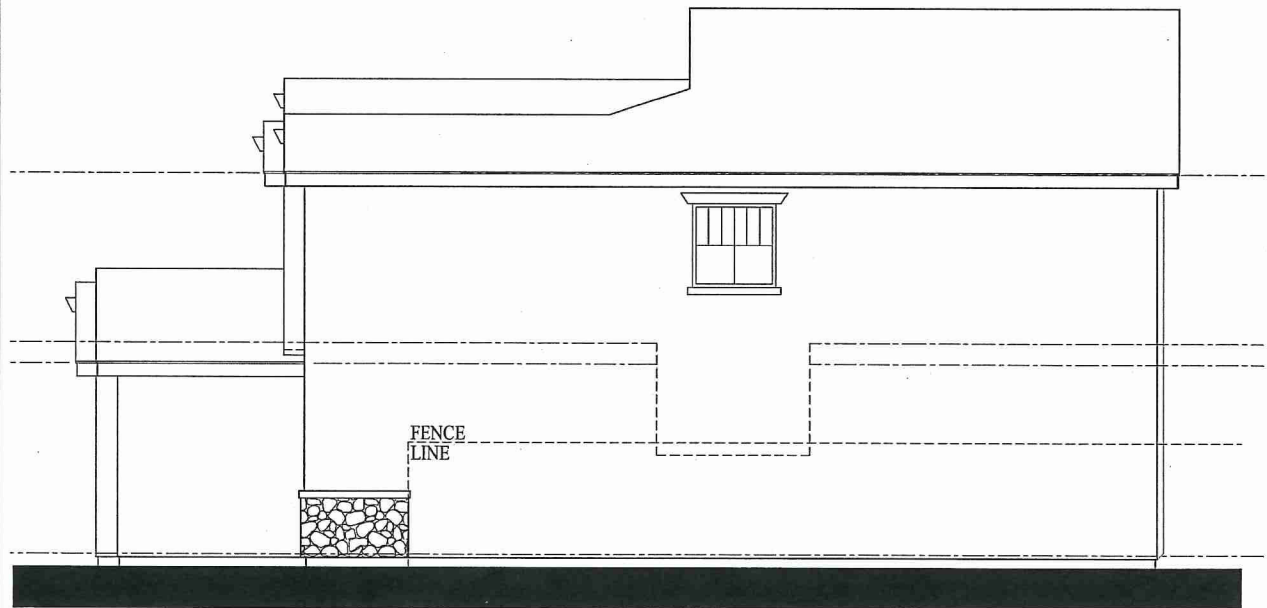
klearch.com



'C' LEFT SIDE ELEVATION



'C' FRONT ELEVATION



'C' RIGHT SIDE ELEVATION



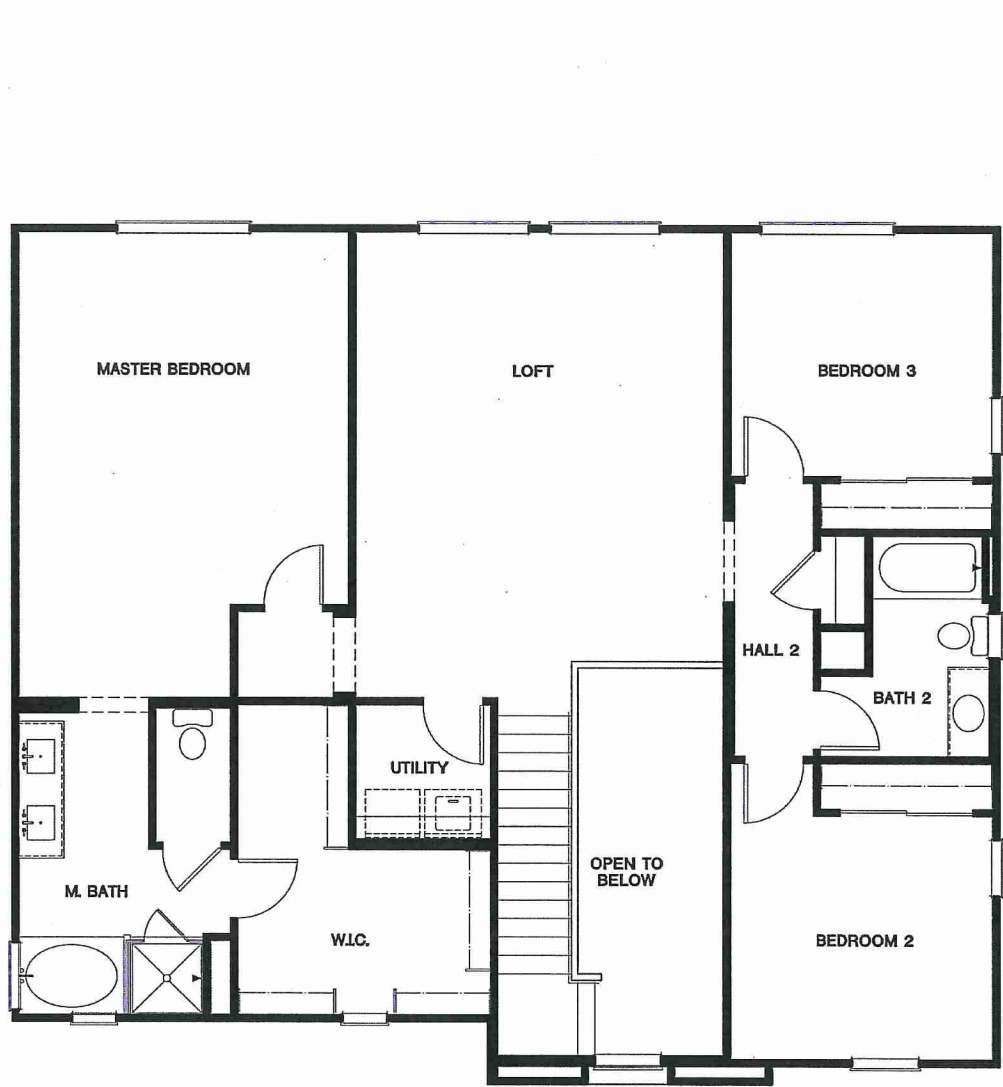
'C' REAR ELEVATION

LENNAR
Job #: 12079
Date: February 06, 2013

0 2 4 8 12
Plot Date: Feb 06, 2013
P:\Project\12079_Lennar Nor Cal - Kavala Ranch Villages\Xref\03105_4.dwg

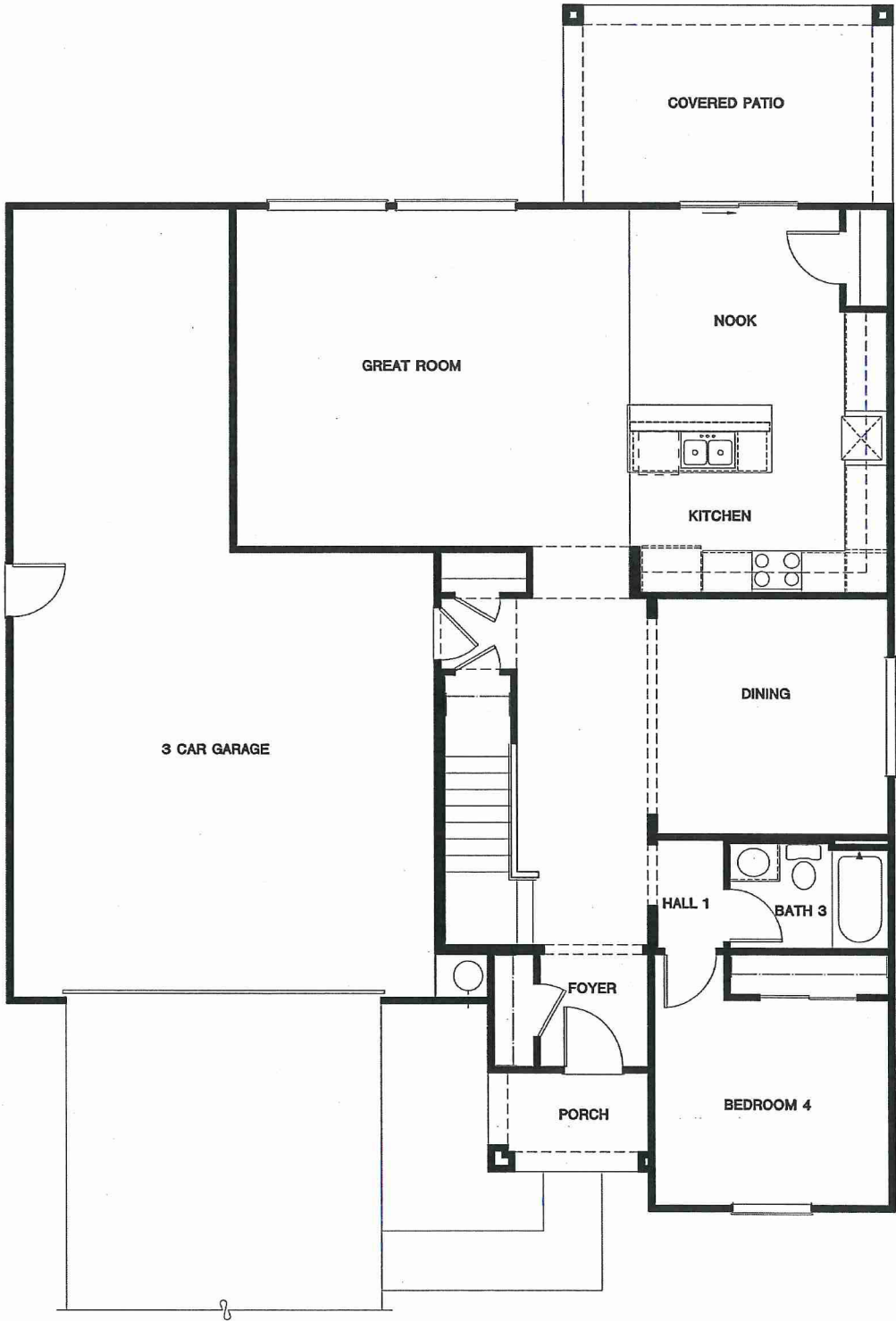
CRAFTSMAN
PLAN 3105
" Kavala Ranch "
Rancho Cordova, CA

KEVIN L. CROOK
ARCHITECT
INC.
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UPPER FLOOR

AREA CALCULATIONS		
SPACE	AREA	MAX. SQ. FTG.
LIVABLE		
LOWER FLOOR LIVABLE	1280 S.F.	
UPPER FLOOR LIVABLE	1487 S.F.	
TOTAL LIVABLE	2767 S.F.	2767 S.F.
GARAGE / STORAGE		
2-CAR GARAGE	701 S.F.	701 S.F.
COVERED PORCH		
ALL ELEVATIONS	40 S.F.	40 S.F.
COVERED PATIO		
ALL ELEVATIONS	166 S.F.	166 S.F.
UPPER FLOOR ARCHITECTURAL PROJECTIONS		
ALL ELEVATIONS	10 S.F.	10 S.F.
TOTAL SQUARE FOOTAGE		
ALL ELEVATIONS	3684 S.F.	
MAXIMUM SQUARE FOOTAGE		3584 S.F.
*MAXIMUM FOOTPRINT	2187 S.F.	
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION USED.		



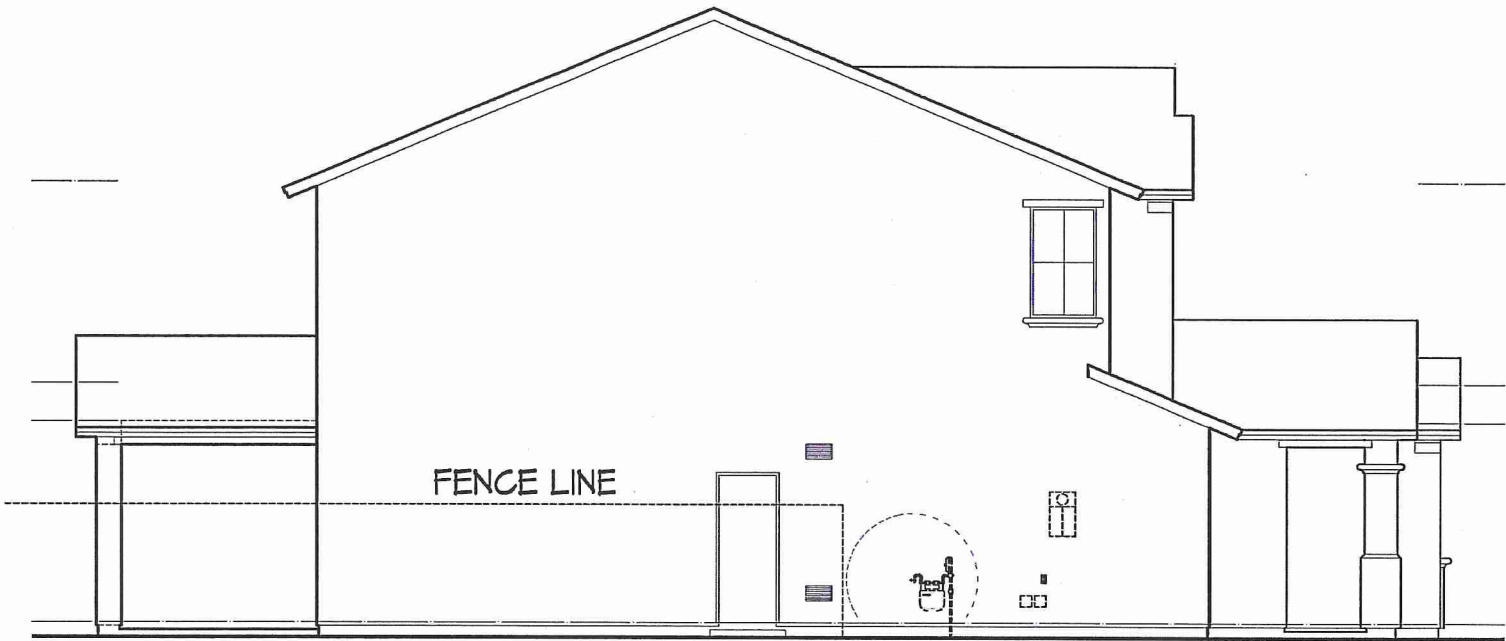
LOWER FLOOR

LENNAR HOMES

ANATOLIA III (PORTIONS OF VILLAGE 17, 23, 24)

PLAN 47-7
2767 S.F.
FLOOR PLAN

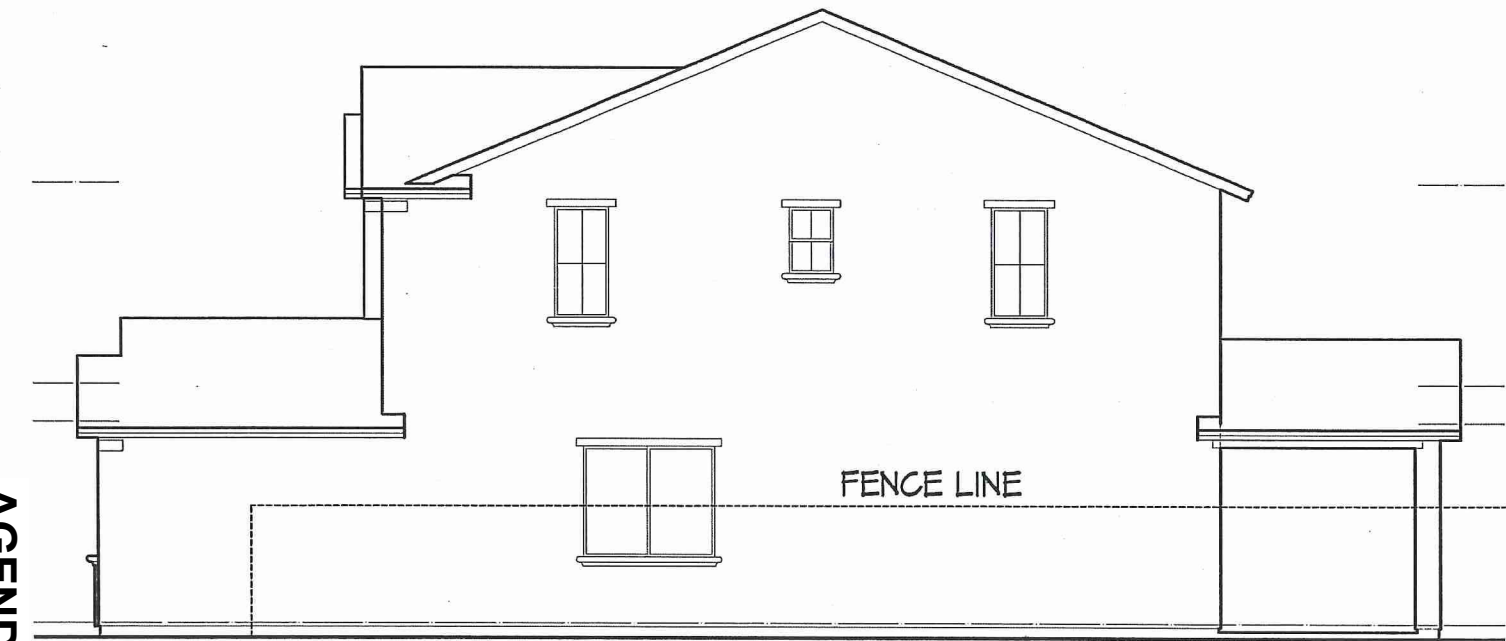
LINDEROTH ASSOCIATES, INC.



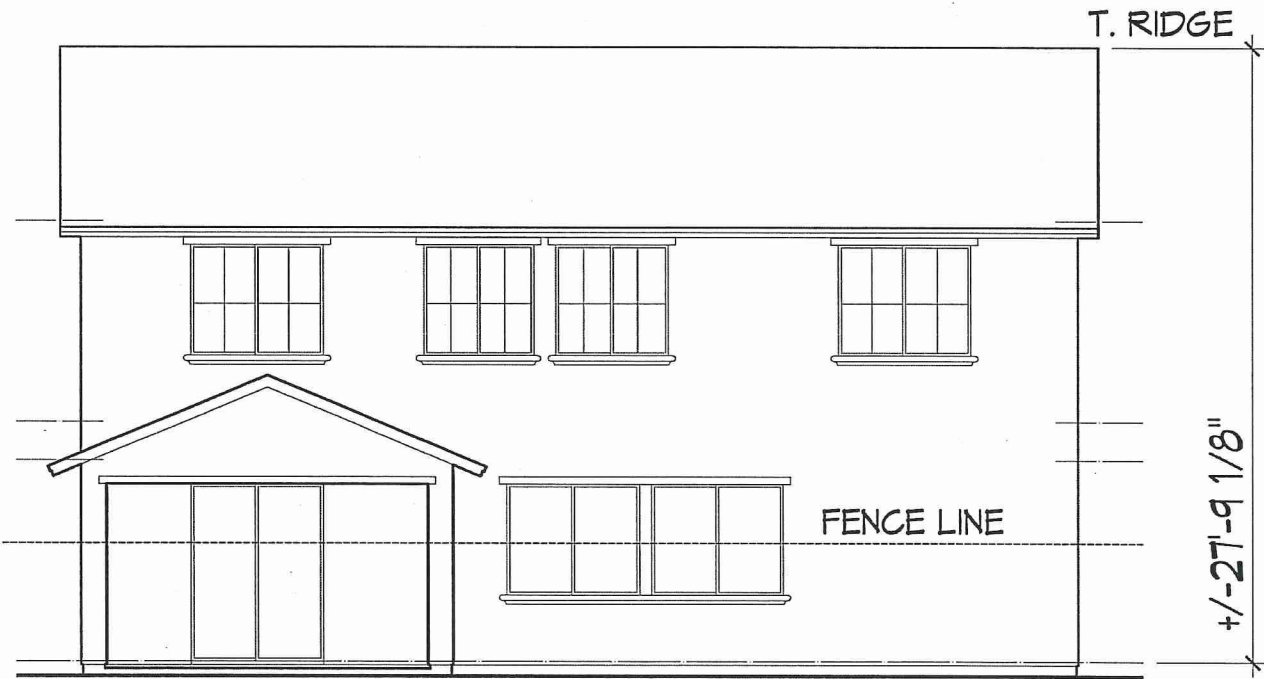
LEFT



FRONT



RIGHT



REAR

AGENDA ITEM 9.1

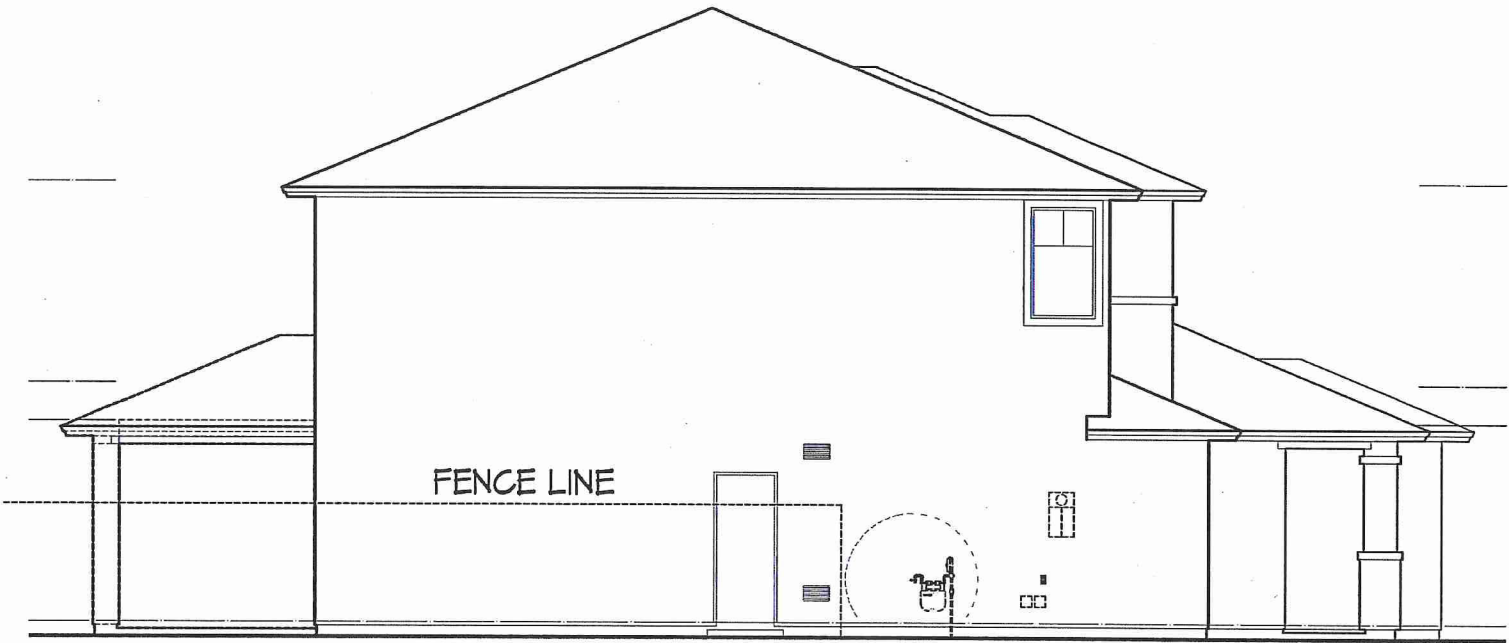
LENNAR HOMES

ANATOLIA III (PORTIONS OF VILLAGE 17, 23, 24)

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PLAN 45-7
2767 S.F.
SPANISH ELEVATION A

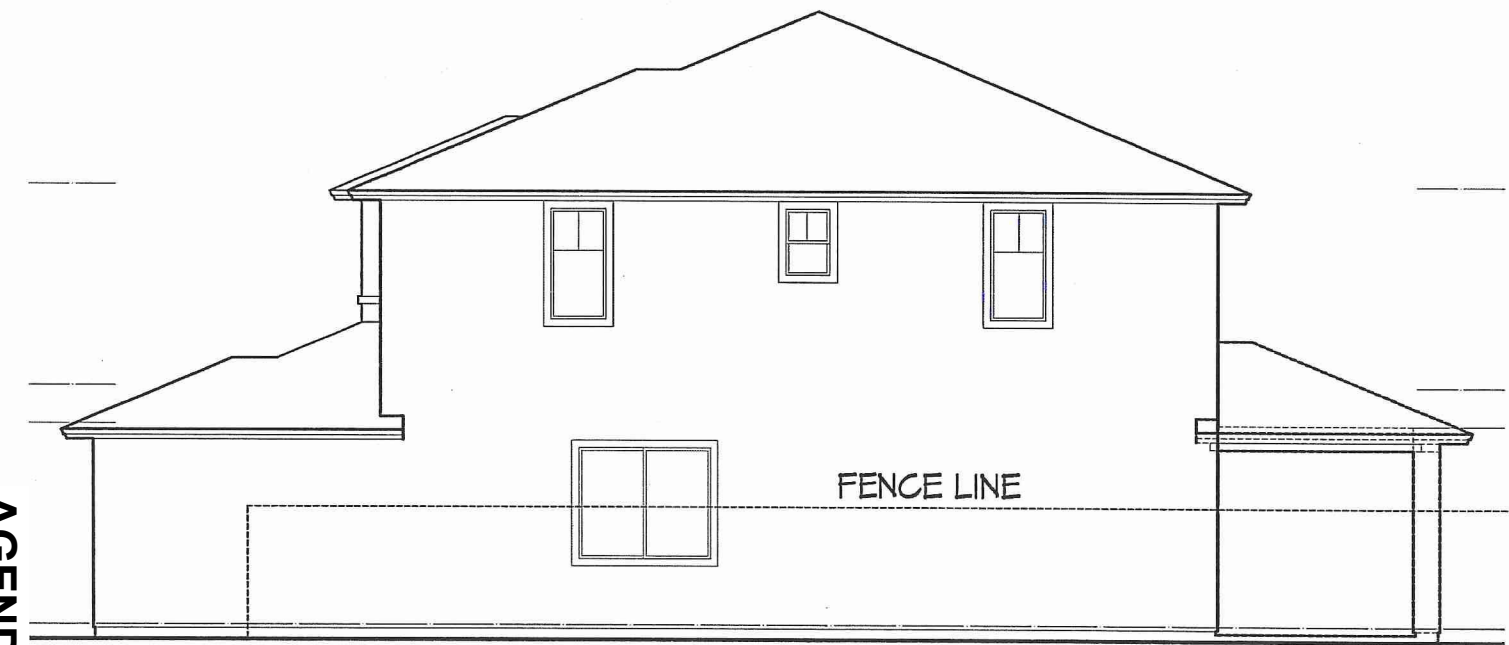
LINDEROTH ASSOCIATES, INC.



LEFT



FRONT



RIGHT



REAR

AGENDA ITEM 9.1

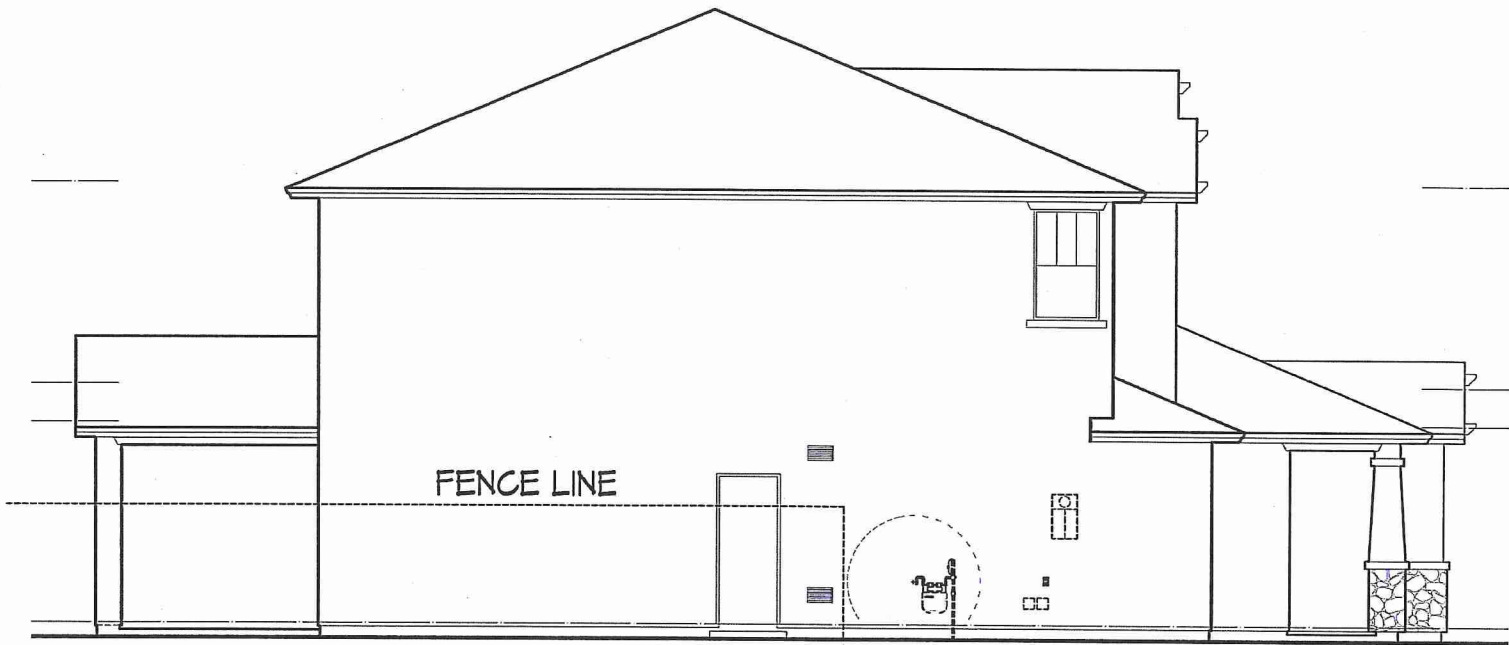
LENNAR HOMES

ANATOLIA III (PORTIONS OF VILLAGE 17, 23, 24)

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PLAN 45-7
2767 S.F.
PRAIRIE ELEVATION B

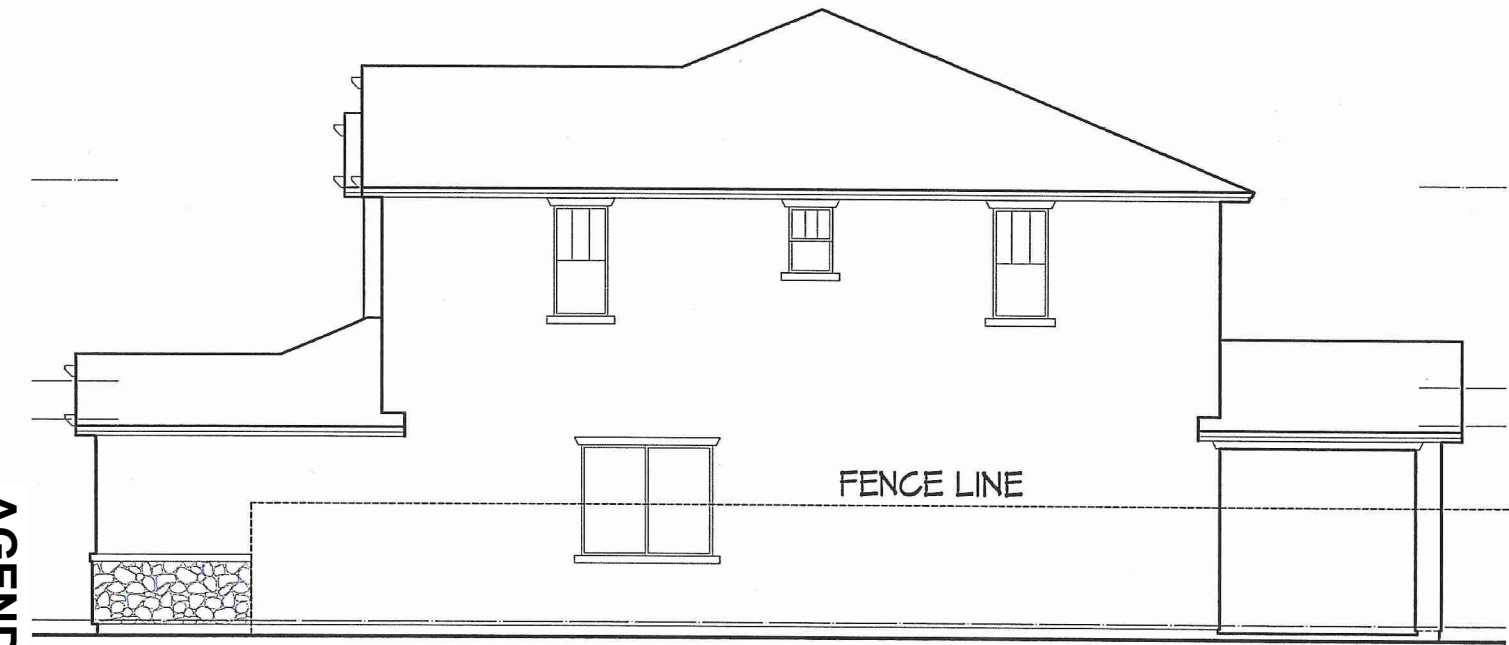
LINDEROTH ASSOCIATES, INC.



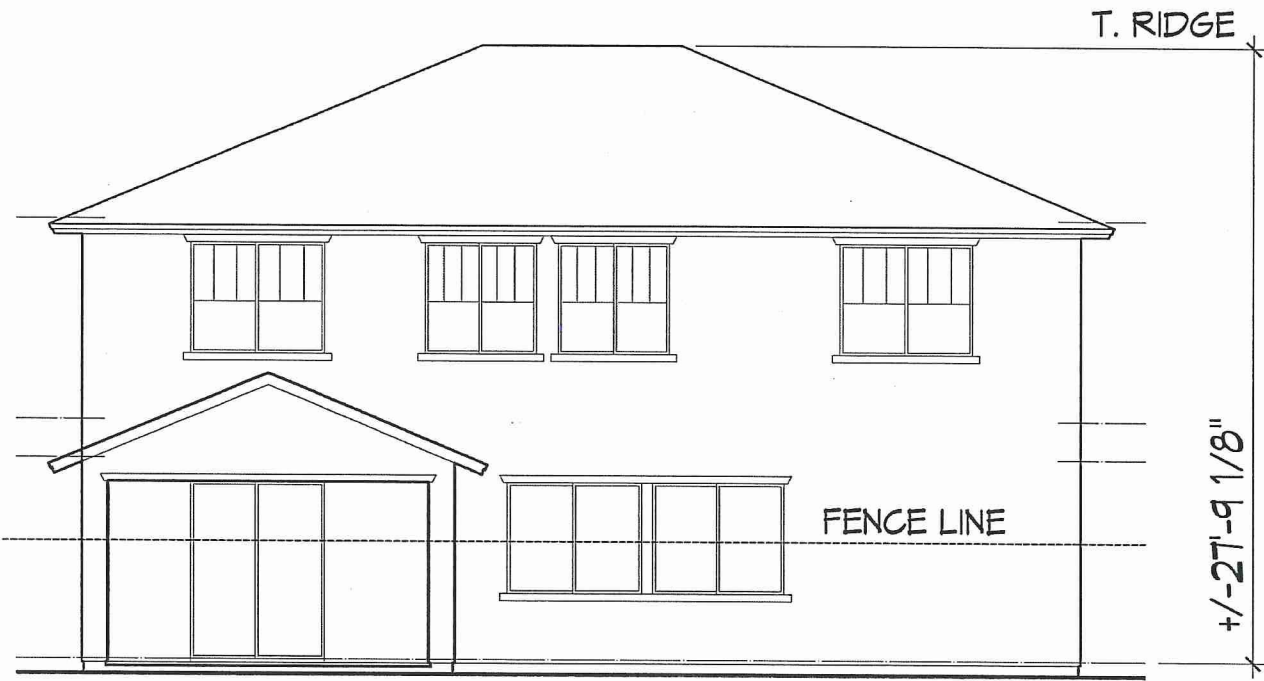
LEFT



FRONT



RIGHT



REAR

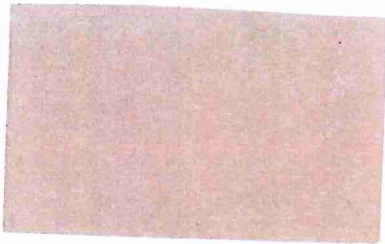
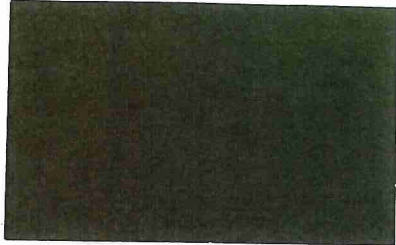
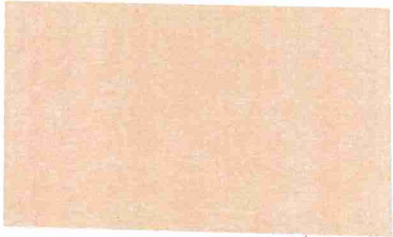
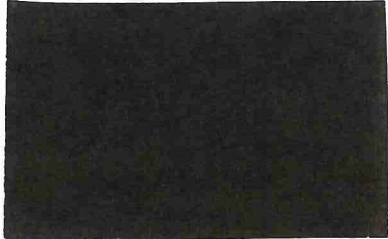
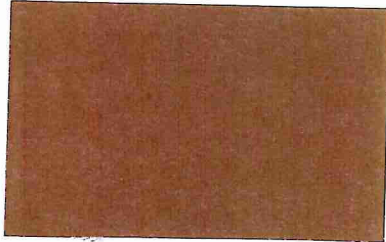
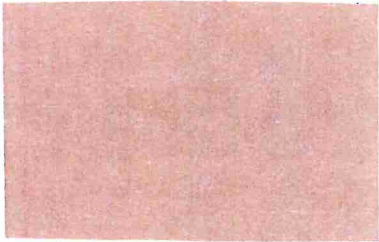
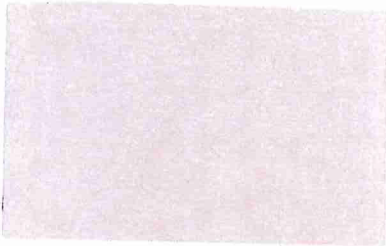
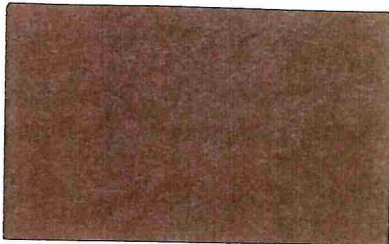
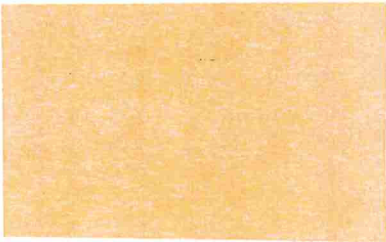
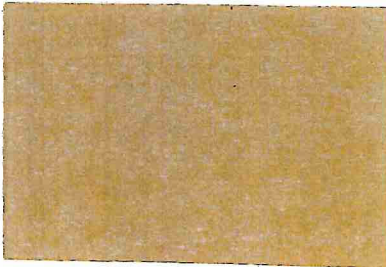
AGENDA ITEM 9.1

LENNAR HOMES

ANATOLIA III (PORTIONS OF VILLAGE 17, 23, 24)

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PLAN 45-7
2767 S.F.
CRAFTSMAN ELEVATION C
LINDEROTH ASSOCIATES, INC.

	BODY	TRIM	ACCENTS -Front Door, Garage & Elevation Accents
Color Scheme 1	 Accessible Beige SW 7036	 Utterly Beige SW 6080	 Status Bronze SW 7034
Color Scheme 2	 Macadamia SW 6146	 French Roast SW 6069	 Craft Paper SW 6125
Color Scheme 3	 Trusty Tan SW 6087	 Simplify Beige SW 6085	 Cobble Brown SW 6082
Color Scheme 4	 Blonde SW 6128	 Cardboard SW 6124	 Burlap SW 6137

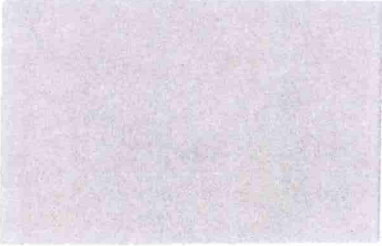
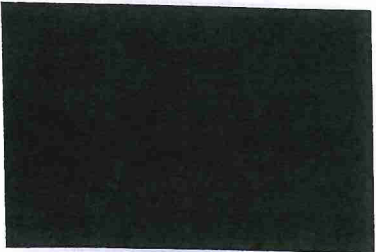
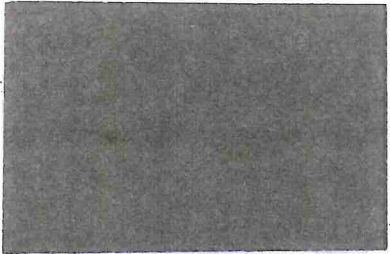
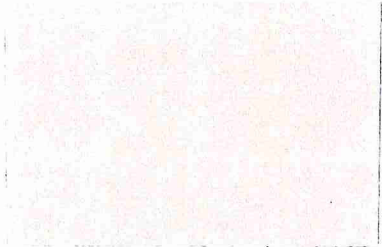
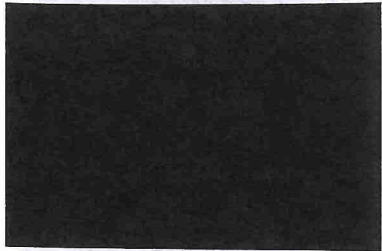
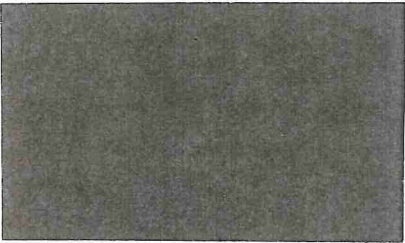
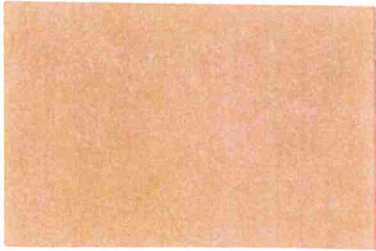
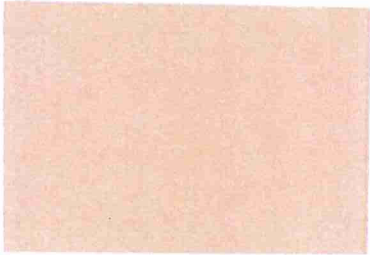
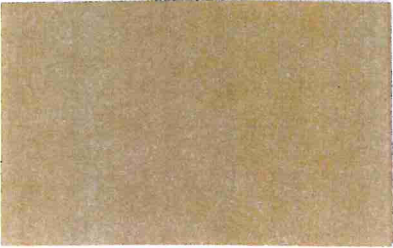


Slate - California Mission Blend
MonierLifetile

EXHIBIT A

EXTERIOR COLORS & MATERIALS

SPANISH

	BODY	TRIM	ACCENTS -Front Door, Garage & Elevation Accents
Color Scheme 1	 Versatile Grey SW 6072	 Black Bean SW 6006	 Spalding Grey SW 6074
Color Scheme 2	 Wool Skein SW 6148	 French Roast SW 6069	 Warm Stone SW 7032
Color Scheme 3	 Latte SW 6106	 Kilm Beige SW 6106	 Status Bronze SW 7034
Color Scheme 4	 Softer Tan SW 6141	 Riverwood SW 3507	 Raycroft Suede SW 2842



Shake – Kokomo Blend
MonierLifetile

EXTERIOR COLORS & MATERIALS
COTTAGE

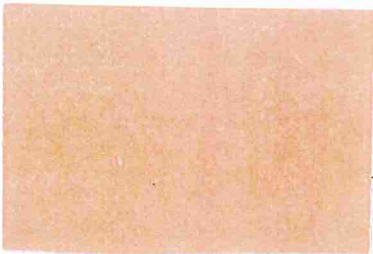
BODY

TRIM

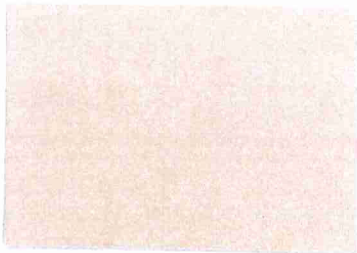
ACCENTS -Front Door,
Garage & Elevation Accents

STONE

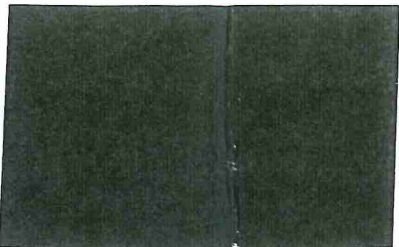
Color Scheme 1



Latte
SW 6108



Kilim Beige
SW 6106

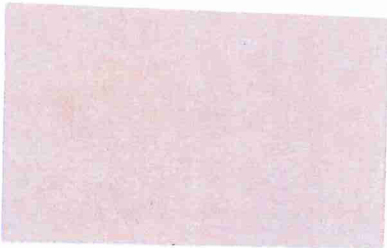


Suitable Brown
SW 7054

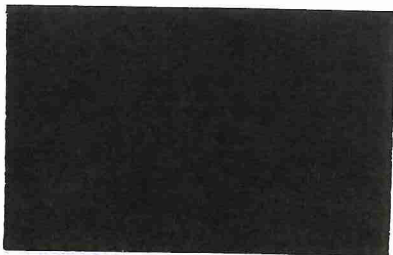


Walnut Sthrn Ledge stone

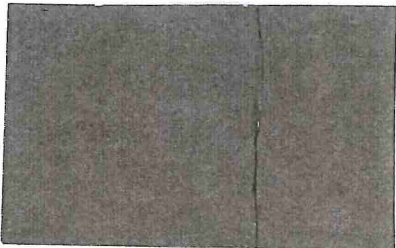
Color Scheme 2



Diverse Beige
SW 6079



Turkish Coffee
SW 6076



Warm Stone
SW 7032



Bucks County Sthrn Ledge stone
Bucks County Dressed Fieldstone

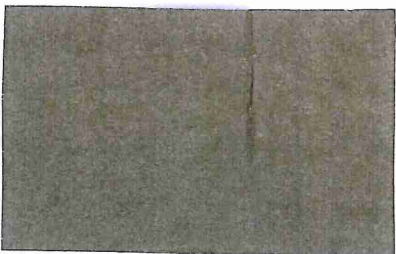
Color Scheme 3



Tony Taupe
SW 7038



Fiery Brown
SW 6055

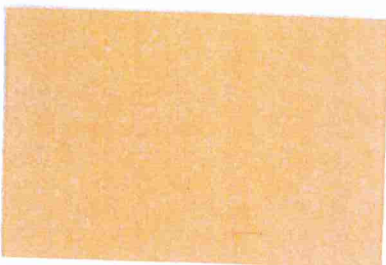


Virtual Taupe
7039

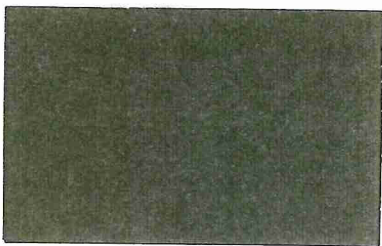


Bucks County Cntry Ledge stone

Color Scheme 4



Camelback
SW 6122



High Tea
SW 6159



Cardboard
SW 6124



Brandywine Dressed Fieldstone



Shake - Brown Blend
MonierLifetile

EXTERIOR COLORS & MATERIALS

CRAFTSMAN

PLANT LIST MATRIX

General design intent shall be to create a pleasing mix of plant material as needed to maintain visual interest and a varied but somewhat cohesive streetscape throughout the community. See additional notes below.
Installer shall use a 50% / 50% container size mix between 5 gallon and 1 gallon container sizes. See site recommendations in each section below.
Plant density MINIMUM shall be 1 plant per each 16 square feet of planter area.

STREET TREES: PLAN SYMBOL = (ST) - ALL 15 GALLON SIZE

Installer shall select trees from the following list. Do not mix street tree types on the same street. Each street shall have a single variety of street tree.

Lagerstroemia 'Tuscanora'	Crape myrtle (deep pink)
Lagerstroemia 'Muskogee'	Crape myrtle (lavender)
Koeleria paniculata	Golden air tree
Acer palmatum 'Green'	Japanese maple

ACCENT TREES: PLAN SYMBOL = (A) - ALL 15 GALLON SIZE

Installer shall select trees from the following list and attempt to group like trees together per plan. Vary trees from group to group throughout community.

Quercus laevis 'Forest Paney'	Red-leaf eastern redbud
Rhipidophora 'Majestic Beauty'	Indigo hawthorn hybrid
Magnolia grandiflora 'Little Gem'	Dwarf southern magnolia

FOUNDATION SHRUBS: PLAN SYMBOL = (F) ALL 5 GALLON SIZE

Installer shall select from the following list and attempt to vary plant groupings somewhat within each lot.
These selections on planting space provided in each planter area and for desired design intent. For shrubs shown on site plans, do not mix varieties within each lot.

Fatsia japonica 'Variegata'	Variegated mock orange
Viburnum tinus 'Spring Bouquet'	Laurel holly
Xylocarpus congestum 'Compacta'	Compact shiny xyloma

ACCENT SHRUBS: PLAN SYMBOL = (AS) - ALL 5 GALLON SIZE

Installer shall select accent shrubs from the following list. These plants may vary within each lot and between lots. Installer shall attempt to provide a wide variety of these shrubs with a more random distribution throughout community than other shrub groups listed here.

Lagerstroemia - Bush varieties	Bush crape myrtle - all colors
Loropetalum 'Purple Majesty'	Chinese myrtle plant
Platanus 'Amending Red'	Compact fig
Colecanthera 'Sunset O'od'	Old Blush of Heaven
Callispermum 'Little John'	Little John Bottlebrush

LAYERING SHRUBS: PLAN SYMBOL = (L) - 5 GALLON AND 1 GALLON

Installer shall select from the following list for use as a lower layer in front of foundation shrubs above. These should be selected with logical groupings in mind as shown on plan. Plant types may vary within each lot but plant types should remain consistent within each grouping. For side yard shrubs, do not mix varieties within each lot.

Nandina dom. 'Nana'	Dwarf heavenly bamboo
Rhipidophora 'Ballerina'	Compact India hawthorn
Cornelia aspera 'Bonanza'	Compact serranque camellia
Coprosma 'Jiffy' 'Variegata'	Compact variegated minor plant

GROUND COVER SHRUBS: PLAN SYMBOL = (G) - ALL 1 GALLON SIZE

Installer shall select groundcover plants from the following list. Plant types should remain almost always consistent within each lot and may remain consistent for 2 lots adjacent to one another in order to create a more cohesive ground plane appearance. For side yard shrubs, do not mix varieties within each lot.

Trachelospermum jasminoides	Star Jasmine
Archibaphys 'Emerald Carpet'	Prostrate manzanita

GENERAL IRRIGATION AND DRAINAGE NOTES

IRRIGATION

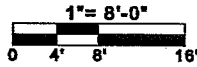
- All lawn areas shall be spray irrigated using 6" pop-up spray sprinklers for guaranteed 100% coverage throughout.
Systems are based on a static water pressure of 50 P.S.I. at point of connection. Report any discrepancy to landscape architect.
Point of connection is based on 15 gallons per minute max. flow rate of P.O.C. stubbed out at house wall by bubbler.
All shrub and groundcover areas shall be drip irrigated.
- All main pressure lines under paving surfaces shall be placed in schedule 40 PVC sleeves (verify sleeve locations on site).
- Installer shall be responsible for complete 100% coverage in all spray irrigated areas.
- Adjust sprinklers as needed to minimize overspray onto walls, walks, windows, etc.
- Installer shall place and connect a dual program irrigation controller at available power source of each home as needed to operate all front yard remote control valves (coordinate with superintendent on site).

DRAINAGE

- All areas that cannot be surfaced drained shall be drained using 3" ADS solid drain lines, fittings, inlets, etc. Any areas retaining standing water for more than 2 hours shall be corrected.
- All roof downspouts within property shall be connected to underground drainage system (not shown on plans). This includes all front and rear yard roof downspouts.

GENERAL INSTALLATION NOTES

- All shrub and groundcover areas shall receive a 2" minimum layer of bark topdressing. Bark shall be 'Mocha Chips' as available at Hatis's Sand & Gravel / Sacramento, CA (or equal - submit sample for approval).
- Installer shall apply a pre-emergent herbicide to all shrub and groundcover areas per manufacturer's instructions.
- For all tree planting installations, installer shall leave a 24" diameter area around the base of each tree free of any vegetation (including lawn). Bark topdressing may be applied in this area.
- Installer shall make every effort to maintain smooth and even grades throughout contract areas, with no abrupt changes in grade where possible.
- All plant material shall be of acceptable nursery quality. Landscape Architect reserves the right to reject or substitute unacceptable plant material.
- Installer shall make adjustments to plant types and locations as needed if site conditions warrant necessary changes (planter size, sun exposure, etc.).
- All trees (street trees and accent trees) shall be planted no closer than 50" to any water meter box. All other plant material shall be planted no closer than 30" to any water meter box.
Distance measurements are from 'centerline to centerline' of meter box to tree / shrub trunk.
- Sod lawn areas shown shall be a 90%/10% fescue / bluegrass blend throughout.

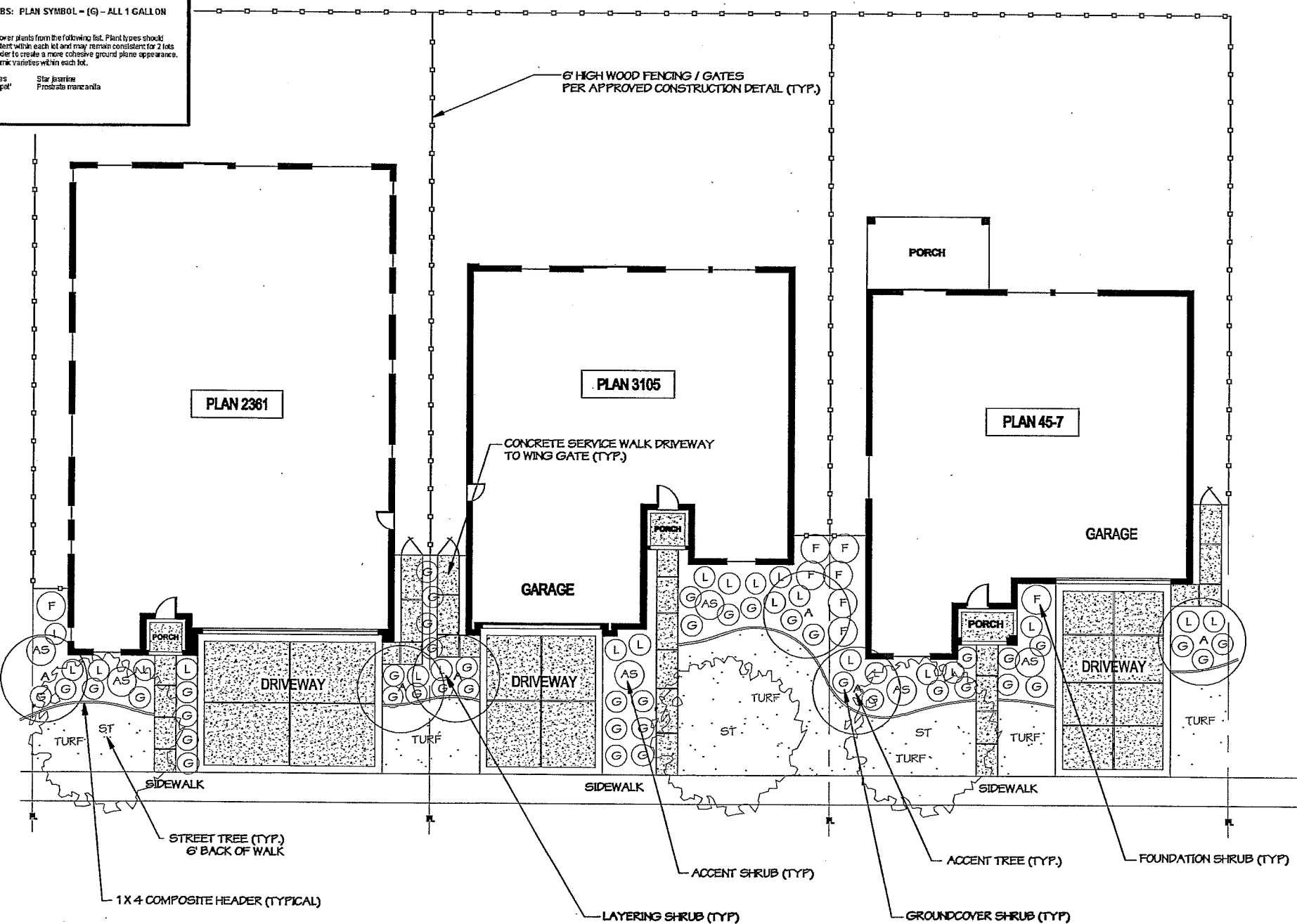


KAVALA RANCH - PORTIONS OF
VILLAGES 17, 21, 22, 23, 24 OF ANATOLIA III
RANCHO CORDOVA, CALIFORNIA
LENNAR
1420 ROCKY RIDGE DR. - #320 / ROSEVILLE, CA 95661

Drawing Title
**TYPICAL
LANDSCAPE
LAYOUT**

Date
JANUARY 22, 2013
Drawn By
JL
Scale
1/8" = 1'-0"

LT-1



Solar



SUNPOWER

FEATURES & BENEFITS

More Power

Cells deliver up to 50% more power than conventional technology

No Shading

Optimal solar cell placement reduces shading from upper roof tiles

Roof Integrated

Unique all-black roof tiles blend seamlessly into all Flat and S-Tile roofs

No Maintenance

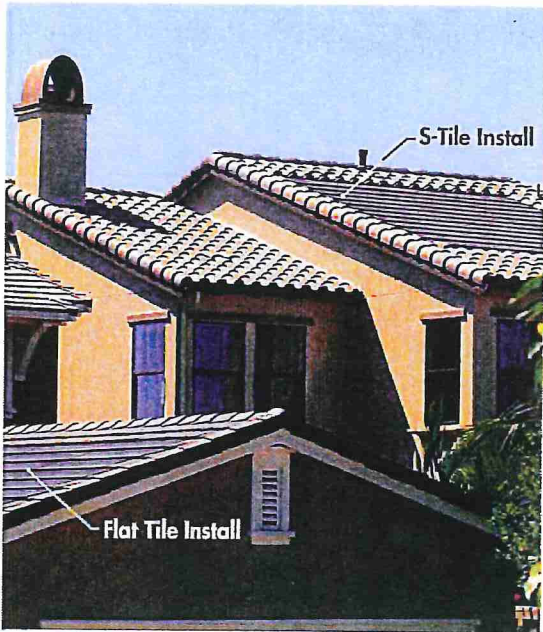
Features robust solid-state technology with no moving parts

Safe & Reliable

Withstands up to 110 mph wind-driven rain and UL® Class A fire rated

SUNPOWER SUNTILE®

SUNTILE®
SOLAR ROOF TILES FOR PRODUCTION HOMEBUILDERS



SunPower SunTile® is a high-efficiency, roof-integrated solar tile for new production home communities. SunTile blends seamlessly into flat and S-Tile roofs while generating clean, renewable energy. Its unique, all-black appearance complements the design of any home.

www.sunpowercorp.com/homebuilders

SUNPOWER

SUNTILE®
SOLAR ROOF TILES FOR PRODUCTION HOMEBUILDERS

DIMENSIONS

SUNPOWER PERFORMANCE MONITORING

SunPower Performance Monitoring allows homeowners to view their system energy production, environmental savings, and home electricity usage online at www.sunpowermonitor.com. SunPower monitors every Internet-connected system to ensure optimum performance – which translates into greater customer satisfaction and homeowner peace of mind.

ELECTRICAL SPECIFICATIONS

Cell	Monocrystalline Silicon
# of Cells and Connection	22 in series
Open Circuit Voltage (Voc)	14.6 V
Maximum Power Voltage (Vmp)	12.0 V
Short Circuit Current (Isc)	5.65 A
Maximum Power Current (mp)	5.25 A
Peak Power Wp (STC)	63 W

SAFETY & DURABILITY

UL Listed	PV Module & Roofing System
UL 790	Class A Fire Rating
UL 997	110 mph Wind Rating
TAS-100	110 mph Wind Driven Rain
Hail Impact Resistance	1 inch at 50 mph
Warranty	10-year complete system warranty 10-year limited inverter warranty 25-year limited warranty on solar electricity output

ROOF COMPATIBILITY

Roof Pitch	3:12 – 12:12
Roof Tiles	MonierLife Tile, Eagle, Hanson and other concrete flat, low and high profile "S" tile
Weight	5 lbs/ft²

SunPower Solar Cell

The most efficient solar cell on the market, the SunPower Solar Cell offers up to 50% more power than conventional cells. It converts up to 22% of available sunlight into electricity.

Key Attributes

- All-back-contact design reduces sun blockage for higher efficiency output up to 22%
- Uniform dark front gives velvety-black appearance
- 4mm thick high transmission tempered glass enhances product stiffness and impact resistance
- Lower temperature coefficient enhances high temperature operation & energy output

Front

Rear

ABOUT SUNPOWER

SunPower designs, manufactures and delivers high-performance solar electric technology worldwide. Our high-efficiency solar cells generate up to 50% more power than conventional solar cells. Our high-performance solar panels, roof tiles and trackers deliver significantly more energy than competing systems. For more information on our production homebuilder products and services, call 1-877-48-SOLAR (877-487-6527) or visit www.sunpowercorp.com/homebuilders.

Printed on recycled paper

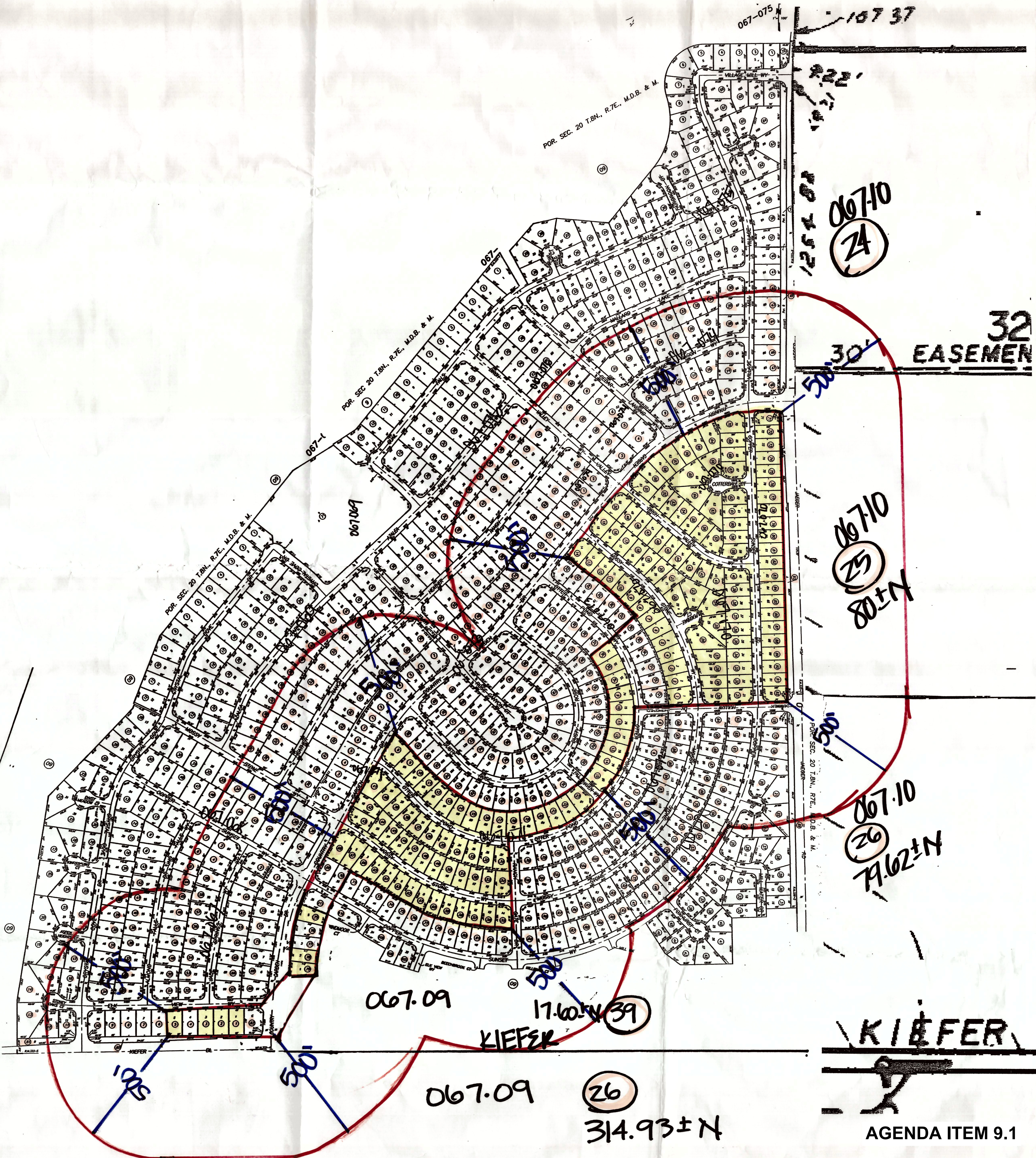
www.sunpowercorp.com/homebuilders

CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review Package (Exhibit A) for the three (3) new floor plans, elevations, color and materials sample and preliminary landscape plans to be built in Kavala Ranch, Villages 17, 21, 22, 23 and 24. Minor modifications may be approved by the Planning Director at his discretion, and those changes shall be reported to the City Council.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	On-Going	Finance	
	Prior to Issuance of Building Permits			
4.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director or his designee.	Prior to Building Permit	Planning	
5.	Submit final site landscaping and fence plans for review and approval by the Planning Director or his designee.	Prior to Building Permit	Planning	

CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
6.	Each phase of the development will be pre-plotted and approved before the issuance of the permit for that phase. The criteria used for the approval of these phases will be as follows: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No more than two of the same floor plans may be placed next to each other, unless they have different elevations. • No two story plan may be placed on a corner lot. • The front yard setbacks for any two adjacent lots shall not be the same distance. A two feet offset shall be the minimum setback required to meet this condition.	Prior to Building Permit	Planning	
7.	All lots adjacent to the open space corridor shall provide open metal fencing (excluding chain link) along the rear and/or side property line, whichever is the case.	Prior to Building Permit	Planning	
	Prior to Final Inspection			
8.	The building and the front and street side yard landscaping shall be inspected for consistency with approved Design Review plans. Inspection request will be required of the Planning Department, prior to final inspection by the Building Department.	Prior to Final Occupancy	Planning	



PARCEL
OWNER
MAILADDRESS
MAILLINE2

067 0090 026 0000
Shalako Investors
11290 Pyrites Way #100
Gold River Ca 95670

067 0090 039 0000
Sun Ridge LLC
7700 College Town Dr #101
Sacramento Ca 95826

067 0100 024 0000
John Young
6658 Winding Creek Dr
San Diego Ca 92119

067 0100 025 0000
Investek Properties LLC
Po Box 586
Burlingame Ca 94011

067 0100 026 0000
Investek Properties LLC
Po Box 586
Burlingame Ca 94011

067 0670 001 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

067 0670 002 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

067 0670 003 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

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Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

067 0670 005 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

067 0670 006 0000
Yolanda Siler
11898 Elk View Way
Rancho Cordova Ca 95742

067 0670 007 0000
Godofredo & Georgina Manipud Jr.
11894 Elk View Way
Rancho Cordova Ca 95742

067 0670 008 0000
Scott & Katie Webber
11890 Elk View Way
Rancho Cordova Ca 95742

067 0670 009 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

067 0670 010 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

067 0670 011 0000
Kenneth & Maxima Balais
11874 Stoney Oaks Ct
Rancho Cordova Ca 95742

067 0670 012 0000
Teresa Roberts
11878 Stoney Oaks Ct
Rancho Cordova Ca 95742

067 0670 013 0000
Nicholas & Christina Malato
11882 Stoney Oaks Ct
Rancho Cordova Ca 95742

067 0670 014 0000
Joe Ready
11883 Stoney Oaks Ct
Rancho Cordova Ca 95742

067 0670 015 0000
Joshua Lorenzo
11879 Stoney Oaks Ct
Rancho Cordova Ca 95742

067 0670 016 0000
Brandon & Michelle Hanks
11875 Stoney Oaks Ct
Rancho Cordova Ca 95742

067 0670 017 0000
Jon & Kara Siepmann
11876 Aspen Heights Ct
Rancho Cordova Ca 95742

067 0670 018 0000
Leo Duclos
11880 Aspen Heights Ct
Rancho Cordova Ca 95742

067 0670 022 0000
John Wilson
11877 Aspen Heights Ct
Rancho Cordova Ca 95742

067 0670 027 0000
Christine & Franke Warouw
5405 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 028 0000
Mark & Elaina Frank
5409 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 029 0000
Nathan Champlin
5413 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 030 0000
Crisoforo Ruiz
5417 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 031 0000
David Reza
5421 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 032 0000
Phong Bui
5501 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 033 0000
Donald Hendrickson
5505 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 034 0000
Anthony & Katherine Dorrell
5509 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0670 035 0000
Lewis Trust
5510 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 036 0000
Harinder Kaur
5506 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 037 0000
Monica & Timothy Sowards
5502 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 038 0000
Edgardo & Maryjane Villanueva
5424 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 039 0000
Lydia & Rick Mills
5420 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 040 0000
Adam & Ginger Hart
5416 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 041 0000
N B F & M Pon
5412 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 042 0000
Brian Foster Morgan
5408 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 044 0000
Todd Hilton
5405 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 045 0000
Secretary Of Veterans Affairs
5409 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 046 0000
Julius & Christa Maria Duyanen
5413 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 047 0000
Mark & Laura Campbell
5417 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 048 0000
Nathanael & Rhean Goodgame
5421 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 049 0000
Forrest & Teresa Saterfield
5501 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 050 0000
Ericka & Joseph Fasula
5505 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 051 0000
Jasbir Dhillon
5509 Almond Falls Way
Rancho Cordova Ca 95742

067 0670 052 0000
Stacia Fitzpatrick
5510 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 053 0000
Sudha Rathavallaban
5506 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 054 0000
Amy Suhoza
5502 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 055 0000
Purificacion & Joel Siruno
5424 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 056 0000
Shahram Tabrizi
5420 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 057 0000
Jennifer Corcoran
5416 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 058 0000
Meredith & Peterparenas Parrenas Jr.
5412 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 059 0000
J W & M P McCutcheon
5408 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 060 0000
Jack Patterson
5405 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 061 0000
Richard Peretti
5409 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 062 0000
Jorge Chavez
5413 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 063 0000
Lisa Downey
5417 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 064 0000
Tom Vu Dao
5421 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 065 0000
Anthony & Shirae Telford
5501 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 066 0000
Jacob & Alicia Watts
5505 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 067 0000
K Kim Trust
5509 Jade Springs Way
Rancho Cordova Ca 95742

067 0670 068 0000
Lennar Homes Of California Inc
1075 Creekside Ridge Dr #100
Roseville Ca 95678

067 0670 069 0000
Hector & Natalia Estrada
11871 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 070 0000
Steven Iannone
11875 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 071 0000
Barry & Emily Shevick
11879 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 072 0000
Rajesh Vijayaraghavan
11883 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 073 0000
M & J Dilegame
11887 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 074 0000
Hud-Housing Of Urban Dev
11891 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 075 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0670 076 0000
Hopson & Ilse Bell Sr.
11886 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 077 0000
Nathan Alchesky
11882 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 078 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Hms Of Ca Inc
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Roseville Ca 95661

067 0670 080 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

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Lennar Renaissance Inc
1075 Creekside Ridge Dr
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067 0680 001 0000
Lennar Homes Of Ca Inc
11895 Country Garden Dr
Rancho Cordova Ca 95742

067 0680 002 0000
Scott & Jennifer Burciaga
5401 Jade Springs Way
Rancho Cordova Ca 95742

067 0680 003 0000
Kenny Li
5400 Jade Springs Way
Rancho Cordova Ca 95742

067 0680 004 0000
Neil & Tiare Meatoga
5404 Jade Springs Way
Rancho Cordova Ca 95742

067 0680 005 0000
Heisel Guillen
5401 Almond Falls Way
Rancho Cordova Ca 95742

067 0680 006 0000
Todd & Kelly Sebastian
5327 Almond Falls Way
Rancho Cordova Ca 95742

067 0680 007 0000
Casey & April Hagopian
5321 Almond Falls Way
Rancho Cordova Ca 95742

067 0680 033 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0680 034 0000
Tw Investments LLC
1130 Iron Point Rd #150
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Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0680 041 0000
Leroy & Dirinda Debruyne
5532 Copper Sunset Way
Rancho Cordova Ca 95742

067 0680 042 0000
Kathleen Thompson
5536 Copper Sunset Way
Rancho Cordova Ca 95742

067 0680 043 0000
Desiree Dorantes
5540 Copper Sunset Way
Rancho Cordova Ca 95742

067 0680 044 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0690 047 0000
Gale York
5116 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 048 0000
Ralph & Dye James Sr.
5120 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 049 0000
Aram & Mari Karapetyan
5124 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 050 0000
Barry & Kimberly Chamberlain
5128 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 051 0000
Robert & Judi Walker
5132 Heather Ranch Way
Rancho Cordova Ca 95742

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Tw Investments LLC
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Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0690 066 0000
Jason Zengsheng Fan
5201 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 067 0000
John Higgins
5129 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 068 0000
Frank & Marcia McGrath
5125 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 069 0000
Federal Natl Mtg Assn Fnma
14221 Dallas Pkwy #100
Dallas Tx 75254

067 0690 070 0000
Remedios Andrada
5117 Heather Ranch Way
Rancho Cordova Ca 95742

067 0700 001 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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1420 Rocky Ridge Dr #320
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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0700 093 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville Ca 95678

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Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 001 0000
Lennar Homes Of Ca Inc
11919 Country Garden Dr
Rancho Cordova Ca 95742

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11923 Country Garden Dr
Rancho Cordova Ca 95742

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Lennar Homes Of Ca Inc
11931 Country Garden Dr
Rancho Cordova Ca 95742

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Michael Balan
11935 Country Garden Dr
Rancho Cordova Ca 95742

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Lennar Homes Of Ca Inc
11939 Country Garden Dr
Rancho Cordova Ca 95742

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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3121 Gold Canal Dr
Rancho Cordova Ca 95670

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3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 026 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 027 0000
Teri Gutierrez
5333 Otter Pond Way
Rancho Cordova Ca 95742

067 0710 028 0000
John Philip
5337 Otter Pond Way
Rancho Cordova Ca 95742

067 0710 029 0000
Hiam Ali
127 Larkin Cir
Folsom Ca 95630

067 0710 030 0000
Jomelyn Francisco
5345 Otter Pond Way
Rancho Cordova Ca 95742

067 0710 031 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
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1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 050 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 053 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 056 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 059 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 062 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 065 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 066 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 067 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 068 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0710 069 0000
Jennifer Powers
5520 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 070 0000
Celina Chouinard
5516 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 071 0000
Jerry & Michelle Padgett II
5512 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 072 0000
Vyacheslav & Iryna Nesterchuk
5508 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 073 0000
Homer Poorjahanshah
5504 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 074 0000
Paulino & Maria Luna
5500 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 075 0000
Eric & Joy Cheah
5496 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 076 0000
Devin Heimbuch
5492 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 077 0000
Joyceline Sanchez
5488 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 078 0000
Babak Ghazanfari
5484 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 079 0000
Keri Kendall
5480 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 080 0000
Marites Chua
5476 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 081 0000
Natasha Dominguez
5472 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 082 0000
Mark & Anna Goodwin
5468 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 083 0000
Christopher Menard
5464 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 084 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 085 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 086 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 087 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 088 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 089 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 090 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 091 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0710 092 0000
Kenneth & Stacy Dugdale
5413 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 093 0000
Yoil Awabdeh
3411 Archetto Dr
El Dorado Hills Ca 95762

067 0710 094 0000
Murugesum & Jasotha
11700 New Albion Way
Gold River Ca 95670

067 0710 095 0000
Jason King
5425 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 096 0000
Rosaflor Doctolero II
5429 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 097 0000
Rao & Adilakshmi Lingampalli
3320 Chemin De Riviere
San Jose Ca 95148

067 0710 098 0000
Nutt Deborah Lloyd
5437 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 099 0000
Kenneth & Lynnette Lanning
5441 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 100 0000
My Tran
1601 Ferry Cir
Folsom Ca 95630

067 0710 101 0000
Geoffrey & Lisa Harmon
5436 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 102 0000
Zenaida Anunciacion
5430 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 103 0000
Fe & Michael Darrett
5426 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 104 0000
Luc Mui Sou
5420 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 105 0000
Eric Geipel
5416 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 106 0000
Ali Jomaa
5412 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 107 0000
Jephetha Tribble-Cary
5491 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 108 0000
Stephen & Kelly Camara
5495 Copper Sunset Way
Rancho Cordova Ca 95742

067 0710 109 0000
Patrick Cox
5491 Windmoor Ct
Rancho Cordova Ca 95742

067 0710 110 0000
Keith & Jennifer Rohde
5490 Windmoor Ct
Rancho Cordova Ca 95742

067 0710 111 0000
Lennar Homes Of Ca Inc
5517 Copper Sunset Way
Rancho Cordova Ca 95742

067 0720 001 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 002 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 003 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 004 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

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Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

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Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 007 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 008 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 009 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0720 010 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0720 011 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0720 013 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0720 014 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0720 015 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0720 016 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 017 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 018 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 019 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 020 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 021 0000
Richard Janik
12089 Runswick Ct
Rancho Cordova Ca 95742

067 0720 022 0000
Mary Lalouch
12088 Runswick Ct
Rancho Cordova Ca 95742

067 0720 023 0000
Anthony Hoang
12084 Runswick Ct
Rancho Cordova Ca 95742

067 0720 024 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 047 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 048 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 049 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 050 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 051 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 052 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 053 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 054 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 055 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 056 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 057 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 058 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 059 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 060 0000
Carie McDaniel
Po Box 278745
Sacramento Ca 95827

067 0720 061 0000
Zielke Trust
5226 Copper Sunset Way
Rancho Cordova Ca 95742

067 0720 062 0000
Bank Of America
5222 Copper Sunset Way
Rancho Cordova Ca 95742

067 0720 063 0000
Lennar Hms Of Ca Inc
3121 Gold Canal Dr
Rancho Cordova Ca 95670

067 0720 064 0000
Tiffany & Valos Owen
5217 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 065 0000
Hardin Trust
5221 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 066 0000
Lindsey E M & S L 20ii
5225 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 067 0000
Larry Patterson
5301 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 068 0000
Wells Fargo Bk Na
3476 Stateview Blvd
Fort Mill Sc 29715

067 0720 069 0000
Brenda Fuller
5309 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 070 0000
Richard Terwilliger
5313 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 071 0000
G & S A Raymond
290 Lariat Loop
Lincoln Ca 95648

067 0720 072 0000
Patricia McCabe
5321 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 073 0000
Toni Curtis
5325 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 074 0000
Irvin & Christine Jackson Jr.
5329 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 075 0000
Jose Escobar
5401 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 076 0000
Jack & Martha Lane
5405 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 077 0000
Marites & William Alston
5409 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 078 0000
Kamil Manuel
5406 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 079 0000
Hiam Ali
127 Larkin Cir
Folsom Ca 95630

067 0720 080 0000
Joel Skinner
5328 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 081 0000
Louise Hooks
5324 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 082 0000
Kaaceam & Linda Sommons
5320 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 083 0000
Mark Wittkopp
5316 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 084 0000
Nancy & Stephen Percy
5310 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 085 0000
Danielson Kyle & Krista Parker
5304 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 086 0000
Ganesh Pal
5228 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 087 0000
Pamela Taylor
5222 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 088 0000
Maria Gustilo
5218 Mossy Stone Way
Rancho Cordova Ca 95742

067 0720 089 0000
Lennar Renaissance Inc
1075 Creekside Ridge Dr #110
Roseville Ca 95678

067 0730 001 0000
Evelyn Mendez
11947 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 002 0000
Robert & Laura Kopp
11951 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 003 0000
Tonya Wolfe
11955 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 004 0000
John & Mercedes Somerville
11959 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 005 0000
Julie Cha
11963 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 006 0000
Andrea & Joseph Clatterbuck
11967 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 007 0000
Denise Vargas
11971 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 008 0000
Liza Gonzalez
11979 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 009 0000
Nickolas & M L Ganas
11983 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 010 0000
Adam & Melanie Bennett
11987 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 011 0000
Maria V M Mangahas
11991 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 012 0000
Chandrashekar & Chethana Gaajula
11995 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 013 0000
Terence Taylor
11999 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 014 0000
Alexis Piciucco
12003 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 015 0000
Brian & Lori Faulconer
12007 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 016 0000
Jing Liu
12011 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 017 0000
Ricardo Castro
12015 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 018 0000
Jason & Crystal Hall
12019 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 019 0000
Jasbhir & Baljindar Singh
12023 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 020 0000
Victor & Tiffany Sambel
12027 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 021 0000
Jerrold Anub
12031 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 022 0000
Lyna Facelo
5101 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 023 0000
Decima Valenzuela
5105 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 024 0000
Editha & Roger Hinahon
5109 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 025 0000
Narender Bhau
5113 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 026 0000
Anjulika & Nikhil Sharma
1731 Terracina Dr
El Dorado Hills Ca 95762

067 0730 027 0000
Greg & Yolanda Buhay
5121 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 028 0000
Jeffrey & Carolyn Garner
5125 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 029 0000
Eric & Vayana Boyce
1780 Creekside Dr #2736
Folsom Ca 95630

067 0730 030 0000
Patricia Williams
5201 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 031 0000
Joel Vazquez
4317 Verano Dr
Rancho Cordova Ca 93013

067 0730 032 0000
Julie & John Nguyen
5209 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 033 0000
Sherrijon Heinzen
5213 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 034 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0730 035 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0730 036 0000
Lennar Hms Of Ca Inc
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0730 037 0000
Rodolfo & Flordelis Nasol
1217 Pembroke Dr
San Jose Ca 95131

067 0730 038 0000
Hud-Housing Of Urban Dev
5118 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 039 0000
Jennifer & Jacob Callens
5114 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 040 0000
Fred & Rebecca Jewell
5110 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 041 0000
Jeremy Johnson
5106 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 042 0000
Daovong Sayasing
5102 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 043 0000
Raphael & Maureen Gianzon
5121 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 044 0000
Haiping Zhou
5125 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 045 0000
Alexandra & Jason Bendlin
5129 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 046 0000
Jennifer Millan
5133 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 047 0000
Alfred David Reyes
5137 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 048 0000
Michael Dale
5201 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 049 0000
James & Patricia Seaman
5205 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 050 0000
Joshna & Satvir Singh
5209 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 051 0000
Jescalyn Vazquez
5213 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 052 0000
Jason & Pamela Morris
5217 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 053 0000
Giunta Cynthia Becker
5221 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 054 0000
Joseph & Melissa Frazier
5225 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 055 0000
Gabriel Carroll
5229 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 056 0000
Danielle Hornbuckle
5301 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 057 0000
Christopher Bagdanov
5305 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 058 0000
Aaron & Melissa Walker
5309 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 059 0000
Daniel Trust
5313 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 060 0000
Eric Worrell
5317 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 061 0000
Chad & Rebecca Wood
5321 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 062 0000
Justin Niel
5325 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 063 0000
Jeffrey Kolek
5329 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 064 0000
Gertrudes & Restituto Sabadera
5333 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 065 0000
Melissa & Tim Jacobsen
5337 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 066 0000
Michael & Theresa Sowards
5341 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 067 0000
Erich & Linda Nolan
5345 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 068 0000
David Hoang
5349 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 069 0000
Cameron & Tracie Porter
5350 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 070 0000
LoDavid & Heather
5346 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 071 0000
Dwayne McPherson
5342 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 072 0000
Craig Brady
5338 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 073 0000
Alina Davis
5334 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 074 0000
Leonardo & Nadja Martins
5330 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 075 0000
Thyya Ung
5326 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 076 0000
Phillip Kan
5318 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 077 0000
Thomas Bielawski
5310 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 078 0000
Reagan Chan
5302 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 079 0000
Raymond H A Carter II
5230 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 080 0000
Dal Chamberlain
5226 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 081 0000
Russell & Annette Kawaharada
5218 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 082 0000
Dalia & Paul Mask
5212 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 083 0000
David & Jolene Pasztor
5206 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 084 0000
Nicholaus Bradshaw
5200 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 085 0000
Daniel & Kimberly Wiseman
5134 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 086 0000
Jonathan Wunderlich
5130 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 087 0000
Khi Lam
5126 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 088 0000
Viengkham Amphonephong
5122 Dusty Rose Way
Rancho Cordova Ca 95742

067 0730 089 0000
Jimmie Johnson Jr.
5201 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 090 0000
Alexander Clark
5207 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 091 0000
Darren & Stephanie Stoddard
5211 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 092 0000
James Baglin
5215 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 093 0000
Andriy Hlushchenko
5219 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 094 0000
Mack & Jennifer Hoskins
5223 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 095 0000
Jaxan Prier
5226 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 096 0000
Floda Gavis
5222 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 097 0000
Bryan Ino
5218 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 098 0000
Ross King II
5214 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 099 0000
Roger Smith
5210 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 100 0000
Shi Cohn
5206 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0730 101 0000
Michael & Melanie Fitzgerald
5202 Rose Canyon Ct
Rancho Cordova Ca 95742

067 0740 001 0000
Roland & Gilda Germono
12035 Country Garden Dr
Rancho Cordova Ca 95742

067 0740 002 0000
Gino & Jacqueline Decesari
12039 Country Garden Dr
Rancho Cordova Ca 95742

067 0740 003 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0740 004 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0740 005 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0740 006 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0740 007 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0740 008 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0740 009 0000
Roniegene Olarte
12063 Country Garden Dr
Rancho Cordova Ca 95742

067 0740 010 0000
Chetwynd & Suzan Young
12067 Country Garden Dr
Rancho Cordova Ca 95742

067 0740 011 0000
Donald Pena
12071 Country Garden Dr
Rancho Cordova Ca 95742

067 0740 012 0000
Julio & Ligia Morataya
12075 Country Garden Dr
Rancho Cordova Ca 95742

067 0740 013 0000
Steven & Tramella Clayton
4744 Village Mill Way
Rancho Cordova Ca 95742

067 0740 014 0000
Philip & Shirley Martinez
4740 Village Mill Way
Rancho Cordova Ca 95742

067 0740 015 0000
Scott Sims
4736 Village Mill Way
Rancho Cordova Ca 95742

067 0740 016 0000
Son Trust
12070 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 017 0000
Robert Rayburn
12066 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 018 0000
Carol Hallett
12062 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 019 0000
Larry & Julie Fennell
12058 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 020 0000
Sigfredo & Cynthia Banas
12052 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 021 0000
Kimberly Gasuad
12051 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 022 0000
Kyle & Linda Ware
12055 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 023 0000
Linda Luong
12059 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 024 0000
Marilou Garcia
12063 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 025 0000
Ramon & Karina Renteria
12067 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 026 0000
Stefan Ganev
12071 Sage Wagon Way
Rancho Cordova Ca 95742

067 0740 027 0000
Craig Bonneau
1414 Harbour Way S
Richmond Ca 94804

067 0740 028 0000
Taufa Latu
4728 Village Mill Way
Rancho Cordova Ca 95742

067 0740 029 0000
David Dieser
4724 Village Mill Way
Rancho Cordova Ca 95742

067 0740 030 0000
Michael & Zeina Allen
4720 Village Mill Way
Rancho Cordova Ca 95742

067 0740 031 0000
Alexandria Flores
12070 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 032 0000
Dawn & James Wood
12066 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 033 0000
Vincent Nguyen
12062 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 034 0000
Nancy Hallum
12058 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 035 0000
Kathleen & John Sutliff
12054 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 036 0000
Augustine Ora Ojukwu
12050 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 037 0000
Nicole McBurnett
12046 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 038 0000
James Brown Jr.
12042 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 039 0000
Kerr Montemayor
12038 Mallard Lake Way
Rancho Cordova Ca 95742

067 0740 042 0000
Dirk Winston
4721 Village Mill Way
Rancho Cordova Ca 95742

067 0740 043 0000
Dennis Cooley
4725 Village Mill Way
Rancho Cordova Ca 95742

067 0740 044 0000
Howard & Diantha Waymire
4729 Village Mill Way
Rancho Cordova Ca 95742

067 0740 045 0000
Early & Mary Falk
4733 Village Mill Way
Rancho Cordova Ca 95742

067 0740 046 0000
Davin & Courtney Main
4737 Village Mill Way
Rancho Cordova Ca 95742

067 0740 047 0000
Maureen Rose
4741 Village Mill Way
Rancho Cordova Ca 95742

067 0740 048 0000
Wendy & Eric Vanhouten
4745 Village Mill Way
Rancho Cordova Ca 95742

067 0740 049 0000
Cordova Recreation & Park
2197 Chase Dr
Rancho Cordova Ca 95670

067 0760 034 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 035 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 045 0000
Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 046 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 047 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 048 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Folsom Ca 95630

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Tw Investments LLC
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Folsom Ca 95630

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Tw Investments LLC
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Folsom Ca 95630

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Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 061 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Lennar Homes Ca Incorporated
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Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 082 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0670 001 0000
Occupant
11918 Elk View Way
Rancho Cordova Ca 95742

067 0670 002 0000
Occupant
11914 Elk View Way
Rancho Cordova Ca 95742

067 0670 003 0000
Occupant
11910 Elk View Way
Rancho Cordova Ca 95742

067 0670 004 0000
Occupant
11906 Elk View Way
Rancho Cordova Ca 95742

067 0670 005 0000
Occupant
11902 Elk View Way
Rancho Cordova Ca 95742

067 0670 009 0000
Occupant
11886 Elk View Way
Rancho Cordova Ca 95742

067 0670 010 0000
Occupant
11882 Elk View Way
Rancho Cordova Ca 95742

067 0670 068 0000
Occupant
11867 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 075 0000
Occupant
11890 Country Garden Dr
Rancho Cordova Ca 95742

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Occupant
11878 Country Garden Dr
Rancho Cordova Ca 95742

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Occupant
11874 Country Garden Dr
Rancho Cordova Ca 95742

067 0670 082 0000
Occupant
11922 Elk View Way
Rancho Cordova Ca 95742

067 0680 033 0000
Occupant
5533 Mossy Stone Way
Rancho Cordova Ca 95742

067 0680 034 0000
Occupant
5529 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5525 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5521 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5517 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5513 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5509 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5528 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5544 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5548 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5552 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5217 Azalea Park Way
Rancho Cordova Ca 95742

067 0690 035 0000
Occupant
5213 Azalea Park Way
Rancho Cordova Ca 95742

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Occupant
5209 Azalea Park Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
5129 Azalea Park Way
Rancho Cordova Ca 95742

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Occupant
5125 Azalea Park Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5117 Azalea Park Way
Rancho Cordova Ca 95742

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Occupant
5113 Azalea Park Way
Rancho Cordova Ca 95742

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Occupant
5109 Azalea Park Way
Rancho Cordova Ca 95742

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Occupant
5204 Heather Ranch Way
Rancho Cordova Ca 95742

067 0690 053 0000
Occupant
5208 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
5212 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5220 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5228 Heather Ranch Way
Rancho Cordova Ca 95742

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5229 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
5225 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
5221 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
5217 Heather Ranch Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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5205 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
5121 Heather Ranch Way
Rancho Cordova Ca 95742

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Occupant
5208 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 002 0000
Occupant
5204 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5200 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5122 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5118 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5114 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5101 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5105 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
5109 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
12069 Peachdale Ct
Rancho Cordova Ca 95742

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Occupant
12073 Peachdale Ct
Rancho Cordova Ca 95742

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Occupant
12076 Peachdale Ct
Rancho Cordova Ca 95742

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12072 Peachdale Ct
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5210 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5206 Copper Sunset Way
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5202 Copper Sunset Way
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Rancho Cordova Ca 95742

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Occupant
5038 Birch Valley Way
Rancho Cordova Ca 95742

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5034 Birch Valley Way
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Occupant
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Occupant
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Occupant
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5014 Birch Valley Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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5006 Birch Valley Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
5009 Birch Valley Way
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Occupant
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Occupant
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Rancho Cordova Ca 95742

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Occupant
5016 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5012 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
5008 Copper Sunset Way
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Occupant
12074 Cotterdale Ct
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5000 Copper Sunset Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
5005 Copper Sunset Way
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Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5209 Copper Sunset Way
Rancho Cordova Ca 95742

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Occupant
12070 Country Garden Dr
Rancho Cordova Ca 95742

067 0700 095 0000
Occupant
12066 Country Garden Dr
Rancho Cordova Ca 95742

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Occupant
12062 Country Garden Dr
Rancho Cordova Ca 95742

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Occupant
12058 Country Garden Dr
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
12050 Country Garden Dr
Rancho Cordova Ca 95742

067 0710 008 0000
Occupant
5394 Otter Pond Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5386 Otter Pond Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Occupant
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5364 Otter Pond Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
5356 Otter Pond Way
Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5332 Otter Pond Way
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Occupant
5326 Otter Pond Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
5365 Otter Pond Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Rancho Cordova Ca 95742

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Occupant
5389 Otter Pond Way
Rancho Cordova Ca 95742

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Occupant
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Rancho Cordova Ca 95742

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Occupant
11924 Country Garden Dr
Rancho Cordova Ca 95742

067 0710 043 0000
Occupant
11920 Country Garden Dr
Rancho Cordova Ca 95742

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Occupant
5494 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 045 0000
Occupant
5490 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 046 0000
Occupant
5486 Mossy Stone Way
Rancho Cordova Ca 95742

067 0710 047 0000
Occupant
5482 Mossy Stone Way
Rancho Cordova Ca 95742

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Occupant
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DD7832 –Anatolia III Lennar-Villages 17, 21, 22, 23, and 24 Design Review

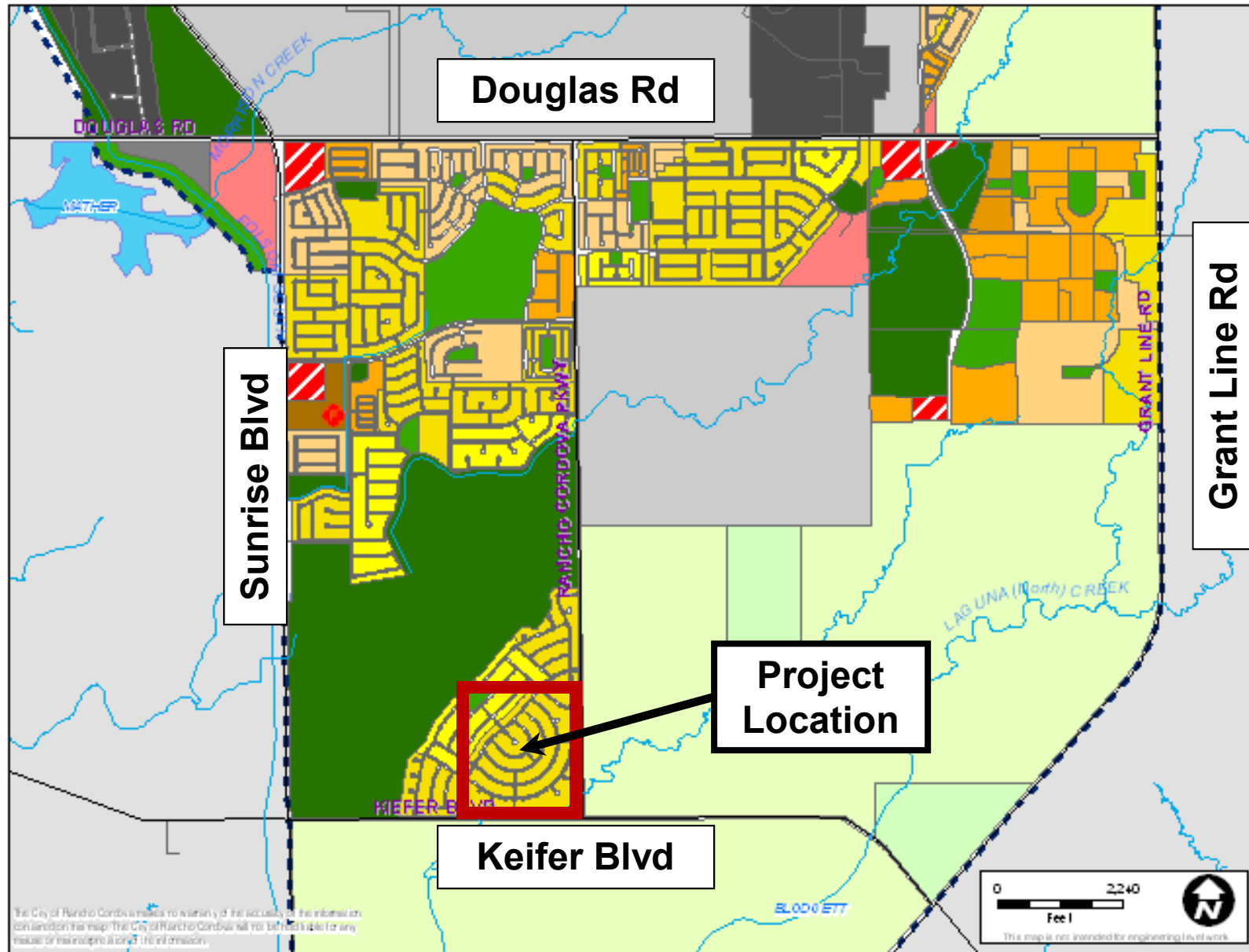
Rancho Cordova City Council
William Campbell, Project Planner
April 1, 2013



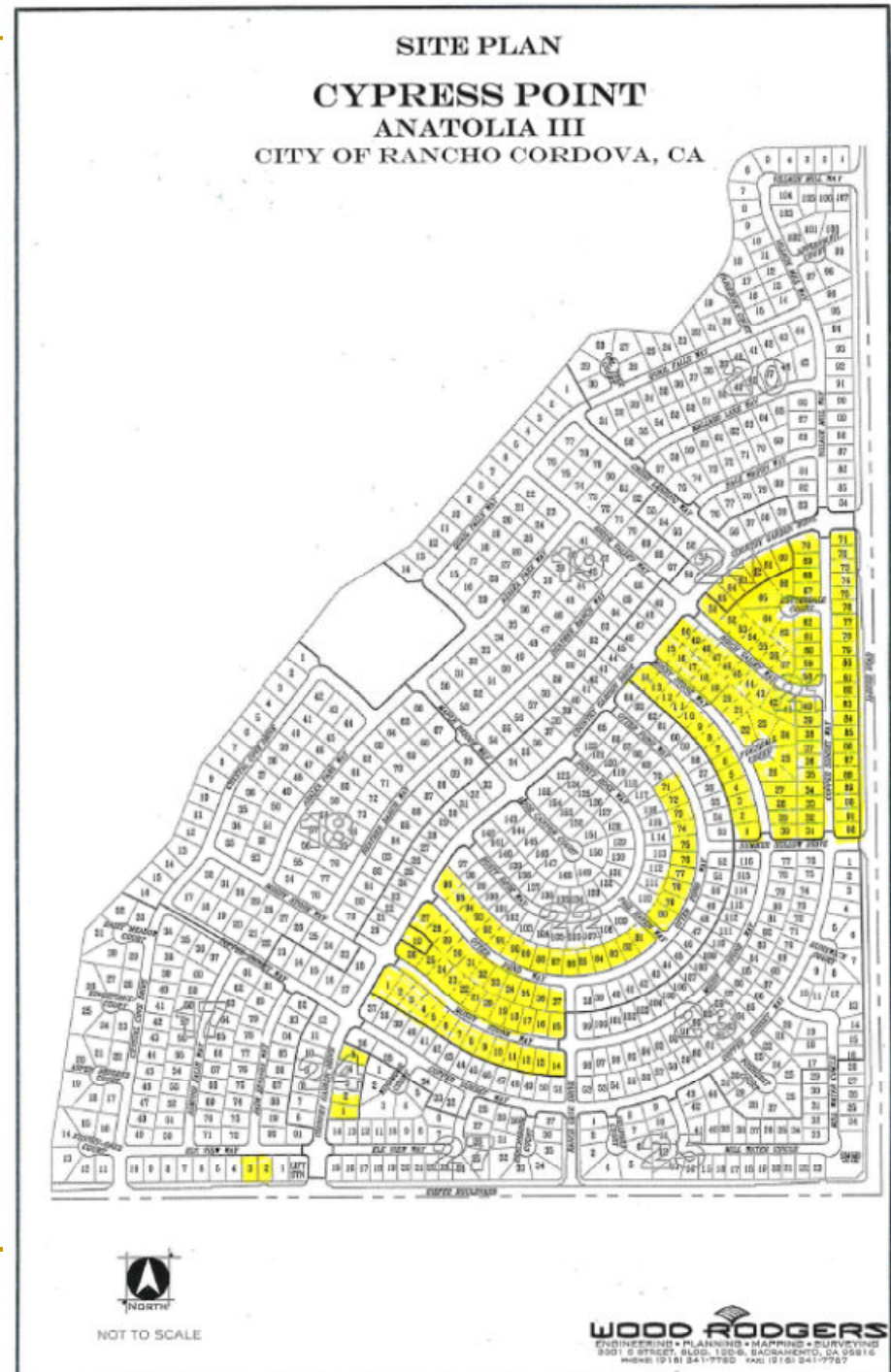
Project Request

- Adoption of this resolution will allow the applicant to add three new production house plans to three previously approved production homes for the total design package for Villages 17, 21, 22, 23 and 24 in Kavala Ranch.
- The new plans will give future residents a greater selection of models to choose from, with three new home sizes ranging from 2,361 to 3,105 square feet, with three different architectural styles.

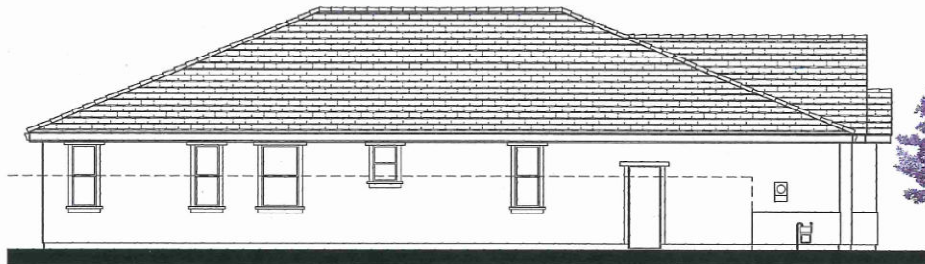
Vicinity Map



Location Map



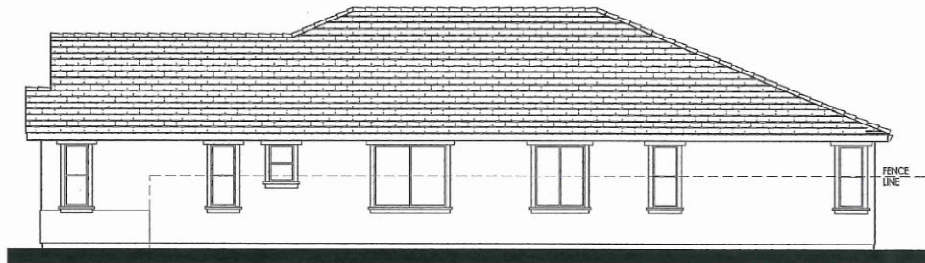
Elevation - Spanish



"A" LEFT SIDE ELEVATION



"A" FRONT ELEVATION



"A" RIGHT SIDE ELEVATION



"A" REAR ELEVATION

Elevation - Craftsman



'C' LEFT SIDE ELEVATION



'C' FRONT ELEVATION



'C' RIGHT SIDE ELEVATION



'C' REAR ELEVATION

LENNAR.

Job #: 12079
Date: February 06, 2013

0 2 4 8 12

Plot Date: Feb 06, 2013
P:\Project\12079_Lenar_Har_Col - Kavala Ranch Village\Draw\03105_4.dwg

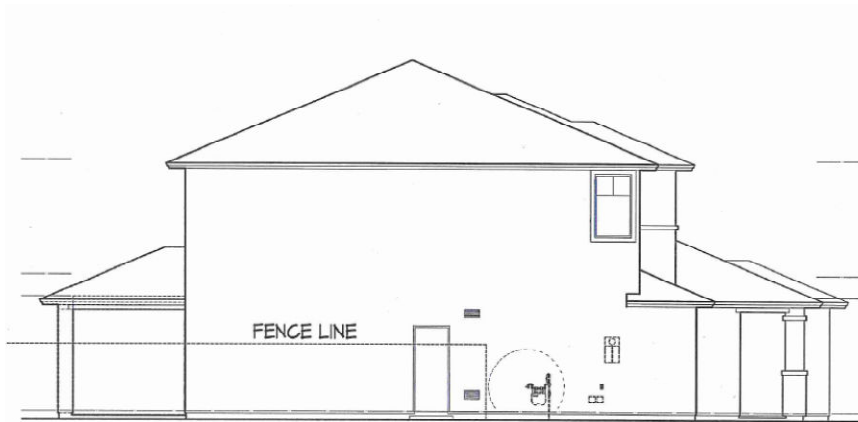
**CRAFTSMAN
PLAN 3105**

**"Kavala Ranch"
Rancho Cordova, CA**

**KEVIN L. CROOK
ARCHITECT
INC.**

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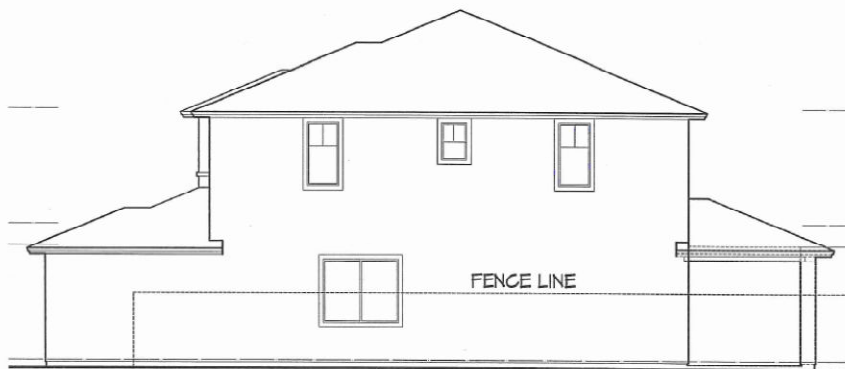
Elevation - Prairie



LEFT



FRONT



RIGHT



REAR

LENNAR HOMES

ANATOLIA III (PORTIONS OF) LAGE 12, 22, 24

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PLAN 45-7
2767 S.F.
PRAIRIE ELEVATION B

AGENDA ITEM 9.1



Environmental Review

- The proposed project has been evaluated and determined to be in conformance with the Mitigated Negative Declaration prepared for the Anatolia III Subdivision, adopted by the County, and subsequently adopted by the City for development projects in this project area. No new environmental impacts were identified in the review of the new home plans for the project area.

Recommended Motions

Move the City Council determine the Mitigated Negative Declaration prepared for the Anatolia III Subdivision, adopted by the County, adequately addresses the environmental impacts for the project and adopt Resolution No. 33-2013 approving the Design Review for the portions of Kavala Ranch Villages 17, 21, 22, 23 and 24 subject to the attached Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B).

MEMORANDUM

DATE: April 1, 2013

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Kathy Garcia, Senior Civil Engineer

SUBJECT: **CONSTRUCTION AND DEMOLITION DEBRIS REDUCTION, REUSE AND RECYCLING ORDINANCE**



RECOMMENDATION

1. Waive the first reading and introduce by title only Ordinance No. 9-2013, and
2. Adopt Resolution No. 40-2013.

RESULT OF RECOMMENDED ACTION

The proposed Ordinance No. 9-2013 requires all new construction, all demolition projects, and/or additions or remodels that have a permit valuation greater than or equal to Two Hundred Fifty Thousand dollars (\$250,000) to recycle Construction and Demolition ("C&D") material.

Adoption of Resolution 40-2013 will authorize the Public Works Director to serve as Administrator to the ordinance.

BACKGROUND AND SUMMARY

The California Integrated Waste Management Act of 1989 ("AB 939",) requires every City and County in California to "divert" fifty percent of the municipal solid waste generated within the jurisdiction from landfill disposal. AB 939 also requires jurisdictions to submit an annual report summarizing their progress in diverting solid waste from disposal. The report is required to include, specific information relevant to solid waste diversion requirements. More recently, the California Legislature determined that waste diversion programs for C&D debris were significant enough to require additional reporting responsibilities, as established in Senate Bill 1374. Senate Bill 1374 requires the annual report to include a summary of progress made in the diversion of C&D materials, including a summary of programs and Ordinances implemented and quantitative data to support program effectiveness.

The California Green Building Standards Code requires a management plan for the recycling of the nonhazardous construction waste for new construction and remodel projects. This requirement is currently enforced through our building permit process.

The proposed Ordinance, modeled after similar ordinances through the Sacramento region and the State of California, will enable the City to establish a mechanism for tracking and reporting of all diverted material to comply with the requirements of Senate Bill 1374.

FISCAL IMPACT

The City will establish a tracking website for receiving and processing waste management plans and associated documentation. Minimal additional staff time will be necessary to review and determine compliance through the tracking website. Utilization of the City's tracking website will be at no charge to the applicant.

If an applicant chooses the option of submitting hard copies of the required information to the City, a charge may be applied to cover additional staff time for processing of the necessary documentation.

SUMMARY OF PROPOSED RECYCLING ORDINANCE AND PROGRAM

The following provides a summary of the proposed Ordinance and program:

- I. Covered Projects: The Ordinance defines a covered project as a project that meets one or more of the following criteria:
 - a. is new construction;
 - b. is a demolition project; and/or
 - c. is an addition or remodel that has a permit valuation greater than or equal to Two Hundred Fifty Thousand dollars (\$250,000.00). "Covered project" shall not include:
 - i. activities performed in response to an emergency, such as a natural disaster;
 - ii. activities that contain significant amounts of materials that cannot be disposed of in Class II sanitary landfills described in 27 California Code of Regulations 20250, and as may be amended from time to time.
- II. Requirements for Covered Projects: The Ordinance requires C&D generators on covered projects to meet the following requirements:
 - a. Each C&D generator from a covered project shall be responsible for recycling all recyclable C&D material by any of the following methods:
 - i. Source-separating recyclable C&D material and recycling it; and/or
 - ii. Self-hauling mixed C&D debris containing recyclable C&D material to a certified C&D sorting facility; and/or
 - iii. Depositing mixed C&D debris containing recyclable C&D material in a container provided by a franchised waste hauler, who shall deliver that load of mixed C&D to a certified C&D sorting facility; and/or
 - iv. Any other method described in detail on the Waste Management Plan (WMP) and approved by the Administrator that achieves the diversion of recyclable material.
 - b. Each C&D generator from a covered project shall notify and instruct all employees and subcontractors of the recycling requirement and the methods, described in the WMP, to be employed in meeting that requirement.
 - c. The approved WMP and other waste management documents shall be available for inspection by the administrator at the permitted jobsite.

- d. Each C&D generator from a covered project shall keep records of all bills, receipts, or scale house tickets for hauling or disposal or recycling services, including that of any subcontractors, on file for a period of one (1) year from the date of final inspection by Building Safety Division or the issuance of the Certificate of Occupancy, whichever is later.

III. Waste Management Plans (WMP): Any person applying for a permit for a covered project shall submit a completed WMP, on a form provided by the City as part of the jobsite waste and recycling documentation for approval by Building and Safety Division. The WMP shall provide the following:

- a. The types of C&D debris to be generated from the project;
- b. The manner in which C&D debris will be managed on site, for example in dumpsters, bins or corrals;
- c. The manner in which recyclable C&D material will be diverted, for example by source separation of recyclable C&D material or by delivery to a certified C&D sorting facility, or both;
- d. The person or persons who will transport C&D debris, for example identification of a franchised waste hauler, independent re-users or recyclers, and indication of any self-hauling activity to be employed; and
- e. Identification of all disposal and recycling facilities, including certified C&D sorting facilities, where C&D debris will be delivered.

CONCLUSION

Adoption of Ordinance No. 9-2013 will allow the City to meet CalRecycle's annual reporting requirements for jurisdictions to include a summary of progress made diverting construction and demolition waste material.

Adoption of Resolution 40-2013 will authorize the Public Works Director to serve as Administrator to Ordinance 9-2013.

Staff recommends that the Council waive the first reading and introduce Ordinance No. 9-2013 and adopt Resolution No. 9-2013.

ATTACHMENTS

1. Ordinance No. 9-2013.
2. Resolution No. 40-2013.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 9-2013

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER 16.92,
"CONSTRUCTION AND DEMOLITION (C & D) DEBRIS REDUCTION, REUSE AND
RECYCLING," TO TITLE 16, "BUILDINGS AND CONSTRUCTION," OF THE
RANCHO CORDOVA MUNICIPAL CODE**

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

Section 1. Chapter 16.92, "Construction and Demolition ("C & D") Debris Reduction, Reuse and Recycling" is hereby added to Title 16 of the Rancho Cordova Municipal Code, titled "Buildings and Construction," to read as follows:

CHAPTER 16.92

**CONSTRUCTION AND DEMOLITION (C & D) DEBRIS REDUCTION, REUSE AND
RECYCLING**

Sections:

- 16.92.010 Purpose and Declarations
- 16.92.020 Definitions.
- 16.92.030 General requirements.
- 16.92.040 Covered project.
- 16.92.050 Requirements of C&D generators.
- 16.92.060 C & D debris ownership.
- 16.92.070 Waste management plan.
- 16.92.080 Management of C & D debris.
- 16.92.090 Reporting.
- 16.92.100 Inspection and audit authority.
- 16.92.110 Use of containers.
- 16.92.120 Probation.

16.92.010 Purpose and declarations.

A. The City Council of the City of Rancho Cordova finds and declares as follows:

1. The California Integrated Waste Management Act of 1989 (AB 939) requires each local jurisdiction in the state to divert a minimum of fifty percent (50%) of discarded materials away from disposal in landfills.
2. AB 939 requires jurisdictions to submit an annual report summarizing their progress in diverting solid waste from disposal.
3. Senate Bill 1374 requires the annual report to include a summary of progress made in the diversion of Construction and Demolition (C&D) materials.
4. Construction and demolition ("C & D") debris account a significant portion of the waste stream generated in the City. These materials have significant potential for waste reduction and recycling.

ATTACHMENT 1

5. The reuse and recycling of C & D debris will reduce the amount of waste transported for disposal in landfills and return these materials into the economic mainstream, thereby conserving natural resources and stimulating markets for recycled and salvage materials.

B. The purpose of this chapter is to establish recycling requirements for construction and demolition debris to further the City's efforts to reduce waste deposited in landfills and to meet or exceed the mandatory diversion requirements imposed by AB 939.

16.92.020 Definitions.

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

A. "Administrator" means the administrator of the City's solid waste program. The City council shall designate by resolution the Administrator.

B. "Building and Safety Division" or "BSD" means the City's Building and Safety Division.

C. "C & D debris" or "construction and demolition debris" means used or discarded materials resulting from construction, renovation, remodeling, repair or demolition operations on any pavement, house, commercial building, or other structure and such other materials as may be removed during the normal cleanup process of such construction, renovation, remodeling, repair, or demolition operations and that are not hazardous as defined in California Code of Regulations, Title 22, Sections 66261.3, et seq. This includes mixed C & D debris, Recyclable C & D material, and source separated recyclable C&D material. The term "C & D debris" shall not mean building materials being used or to be used for a covered project which are being stored, at the site of the covered project, for a period of time necessary to expeditiously complete the project.

D. "Certified C & D sorting facility" means a facility for recovering recyclable materials from mixed construction and demolition waste that is certified, and maintains all the terms and conditions of certification, by the Sacramento Regional Solid Waste Authority or the Administrator.

E. "City" means the City of Rancho Cordova, California.

F. "Collection," "collect," and "collecting" means the act of picking-up and removing solid waste, recyclable material, or C & D debris at the place of generation.

G. "Construction" means the building of any facility or structure or any portion thereof, including any tenant improvements to an existing facility or structure.

H. "Covered project" means a project that meets one or more of the following criteria: (1) is new construction; (2) is a demolition project; or (3) is an addition or remodel with a permit valuation greater than or equal to Two Hundred Fifty Thousand dollars (\$250,000.00). "Covered project" shall not include: (1) activities performed in response to an emergency, such as a natural disaster; or (2) activities that contain significant amounts of materials that cannot be disposed of in Class II sanitary landfills described in 27 California Code of Regulations 20250, and as may be amended from time to time.

I. "Demolition" means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

ATTACHMENT 1

J. "Dispose" or "disposal" means disposal as defined in California Public Resources Code Section 40192(b), and as may be amended from time to time: the management of solid waste through landfill disposal or transformation at a permitted solid waste facility.

K. "Divert" means to use material for any purpose other than disposal in a landfill.

L. "Franchised waste hauler" or "franchisee" means a person or entity holding a commercial or residential franchise issued by the City pursuant to Chapter 6.20 of the RCMC.

M. "Haul" means to transport or remove.

N. "Mixed C&D debris" means construction and demolition debris that includes commingled recyclable construction and demolition materials and non-recyclable construction and demolition debris.

O. "Permit" means any permit issued by the City pursuant to its zoning, planning, building, electrical, mechanical or plumbing code.

P. "Permit applicant" means any person who must secure a permit for a covered project.

Q. "Permit application packet" means the collection of information and blank forms necessary to submit a complete application for a building permit to Building and Safety Division for construction and demolition related activities, including but not limited to building, construction, deconstruction, demolition, excavation, grading improvement, reconstruction, remodeling, renovation, repair or any activity related to any of these activities. The permit application packet includes a waste management plan that shall be submitted to Building and Safety Division by the project manager or person to whom the permit will be issued, and also a waste log that shall be submitted to the Administrator.

R. "Permittee" means any natural person, business, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, public or private corporation, or any other entity whatsoever who applies to, or receives from, the City, applicable permits to undertake any construction, demolition, or renovation project in the City.

S. "Project" means any activity which requires a building permit from the City (the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area and maintenance of all buildings and structures within the City).

T. "Project valuation" means the total construction valuation of labor and materials for the construction, demolition, or renovation project as calculated by the City.

U. "Recyclable C & D material" means used or discarded material resulting from construction, demolition or renovation, including but not limited to remodeling, repair, or demolition operations, on any pavement, sidewalk, street, roadway project, bridge, house, commercial building, utilities or any other facility, structure or improvement, that are designated by the Administrator in a written document, and provided to applicable permittees, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

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

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

X. "Removal" means the act of removing solid waste, recyclables, or C&D debris from the place of generation.

Y. "Renovation" means any change, addition, or modification in an existing structure.

Z. "Reuse" means further or repeated use of materials.

AA. "Sacramento Regional Solid Waste Authority (SWA)" means the joint powers authority executed by and between Sacramento County and the City of Sacramento.

BB. "Self-haul" means the hauling for disposal and/or recycling of any solid waste by the same person or party who generated it.

CC. "Solid waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste as defined in California Code of Regulations, Title 22, Sections 66261.3, et seq., manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. "Solid waste" does not include hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with section 25800) of Division 20 of the Health and Safety Code, and as may be amended from time to time, or medical waste. "Solid waste" does not include recyclable material set out for separate collection for the purposes of recycling and that is not landfilled.

DD. "Source-separate" or "source-separated" or "source separation" means the process of removing recyclable materials from solid waste for the purpose of recycling.

EE. "Source-separated recyclable C&D material" means any type of recyclable construction and demolition material separately containerized or clearly segregated from mixed construction and demolition debris, and other recyclable construction and demolition material, prior to collection and transportation for further processing.

FF. "Subcontract" is a contract assigning some of the obligations of a contract to a third party.

GG. "Unrecyclable C&D debris" means mixed construction and demolition debris that contains only incidental amounts of recyclable construction and demolition material commingled with it.

HH. "Waste log (WL)" means the record sheet (provided as a blank form by the Building and Safety Division to the permit applicant as part of the permit application packet) with periodic entries

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completed by the project manager or permittee that details the actual construction and demolition waste and recycling activity for the project, post-demolition or post-construction.

II. "Waste management plan (WMP)" means a completed form prepared by the permit applicant in the time and manner set forth in Section 6 of this Ordinance.

16.92.030 General requirements.

A. All mixed C & D debris and unrecyclable C & D debris, including that from sources other than covered projects, shall be contained in a manner so as to prevent blowing or scattering of the debris.

B. Mixed C & D debris and unrecyclable C & D debris, including that from sources other than covered projects, shall be hauled by a franchised waste hauler, or by the person or party who generated that mixed C & D debris.

C. No C & D debris, including that from sources other than covered projects, shall be deposited on any roadway.

D. No C & D debris, including that from sources other than covered projects, shall be deposited on any real property without a solid waste facilities permit for that real property, whether public or private.

E. No C & D debris, including that from sources other than covered projects, shall be deposited in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

F. No C & D debris, including any from sources other than covered projects, shall be burned.

19.62.040 Requirements of C & D generators.

A. Each C & D generator from a covered project shall be responsible for ensuring and demonstrating their compliance with this chapter and shall recycle all recyclable C & D material by any of the following methods:

1. Source-separating recyclable C & D material and recycling it; and/or
2. Self-hauling mixed C & D debris containing recyclable C & D material to a certified C & D sorting facility; and/or
3. Depositing mixed C & D debris containing recyclable C & D material in a container provided by a franchised waste hauler, who shall deliver that load of mixed C & D to a certified C & D sorting facility; and/or
4. Any other method described in detail on the waste management plan ("WMP") and approved by the Administrator that achieves the diversion of recyclable material.

B. Each C & D generator from a covered project shall notify and instruct all employees and subcontractors of the recycling requirement and the methods, described in the WMP, to be employed in meeting that requirement.

C. The approved WMP and other waste management documents shall be available for inspection by the Administrator at the permitted jobsite.

D. Each C & D generator from a covered project shall keep record of all bills, receipts, or scale house tickets for hauling, disposal, or recycling services, including that of any subcontractors, on file

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for a period of one (1) year from the date of final inspection by the Building Safety Division (BSD) or the issuance of the certificate of occupancy, whichever is later.

E. Nothing in this chapter shall abridge the right of any C & D generator to sell or exchange at fair market value its own recyclable materials which are source-separated for reuse and recycling.

19.62.050 C & D debris ownership.

C&D debris lawfully deposited in bins, drop-boxes or other containers used by a franchised waste hauler for collection for either disposal or recycling shall become the property of the franchised hauler upon its deposit in any such container.

19.62.060 Waste management plan.

A. Any person applying for a permit for a covered project shall submit a completed WMP, on a form provided by the Administrator, as part of the jobsite waste and recycling documentation for approval by BSD.

B. The WMP shall provide the following:

1. The types of C & D debris to be generated from the project;
2. The manner in which C & D debris will be managed on site, for example in dumpsters, bins or corrals;
3. The manner in which recyclable C & D material will be diverted, for example by source separation of recyclable C & D material or by delivery to a certified C & D sorting facility, or both;
4. The person or persons who will transport C & D debris, for example identification of a franchised waste hauler, independent re-users or recyclers, and indication of any self-hauling activity to be employed; and
5. Identification of all disposal and recycling facilities, including certified C & D sorting facilities, where C & D debris will be delivered.

C. All WMPs submitted shall be submitted online utilizing a waste management plan tracking website selected and approved by the Administrator; or the City will impose a C & D processing fee to fund the construction and demolition (C & D) recycling program, which will be the greater of 0.04% of project valuation or Two Hundred Fifty dollars (\$250.00). For all demolition projects meeting the definition of Covered Project, the minimum fee is forty dollars (\$40.00).

D. WMPs deemed complete according to the requirements of this chapter shall be approved by BSD and will be in full force and effect for the duration of the project. Upon approval, BSD will forward a copy of the approved WMP to the Administrator, or BSD may forward the WMP to the Administrator for approval in cases of projects with special circumstances.

19.62.070 Management of C&D debris.

All vehicles or containers to be used for the collection of mixed C & D debris shall prominently display the identification of the franchised waste hauler, or self-hauler. However this requirement shall not apply a personal vehicle used to self-haul C & D debris by the owner of the property where the C & D debris was generated.

19.62.080 Reporting.

A. Permittees. Within the later of thirty (30) days after the issuance of a certificate of occupancy or the approved final inspection, or at the time of issuing the last certificate of occupancy for units

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within a residential phased project of any covered project, or within thirty (30) days after the date of final inspection of the project by BSD, the permittee of a Covered Project shall submit to the Administrator the following documentation:

1. The completed Waste Log (WL) from the jobsite waste and recycling documentation, including dates, types and weights of waste removal, identification of haulers, and identification of disposal or recycling facilities; and
2. Any additional information requested by the Administrator and/or submitted by the applicant that is relevant to compliance with this chapter, including but not limited to receipts or scale-house tickets from disposal and/or recycling facilities.

B. General. All permittees of a Covered Project shall make reasonable efforts to ensure that all C & D debris diverted or sent to a landfill is measured and recorded using the most accurate method of measurement available. To the extent practical, C & D debris shall be weighed by measurement on certified scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C & D debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the permittee shall use conversion rates approved by the Administrator for this purpose.

19.62.090 Inspection and audit authority.

A. Each permittee of a Covered Project shall at all times maintain accurate and complete records of all C & D debris generated, transported, recycled and/or disposed of; the hauler of such C&D debris; and the final destination of such C & D debris. The permittee's books, accounts and records reasonably necessary for the enforcement of this code shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of the City. The Administrator shall give written notice to permittee at least ten (10) days prior to any inspection, audit or examination of these records.

B. Accurate and complete records shall be maintained by the permittee of a Covered Project for a minimum period of twelve (12) months immediately following the date of the issuance of the certificate of occupancy or the project final inspection, whichever is later.

C. Where the Administrator determines that an audit is necessary, the permittee of a Covered Project shall be responsible for reimbursement of audit costs, including any City or consultant services, to perform audits of accounts of all C & D debris generated, transported, recycled and/or disposed of; the hauler of such C & D debris; and the final destination of such C & D debris.

19.62.100 Use of containers.

No person other than a customer who has contracted for service with a franchised waste hauler, or a person with such customer's consent, shall deposit C & D debris into a C & D debris box, drop box, roll-off container, pen, compactor or any other container placed in the City by a franchised hauler for the purpose of receiving C & D debris.

19.62.110 Enforcement and Probation.

A. Except as otherwise expressly provided, the provisions of this chapter shall be administered and enforced within the City by enforcement officials designated by the Administrator.

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B. The remedies set forth herein are cumulative to any other remedy available to the City under the RCMC and applicable laws. Nothing contained herein shall limit or be deemed to prevent the City from pursuing any other available remedy under this code, this title, or any other applicable law.

C. Probation. In addition to any other remedies, the Administrator is authorized to impose probationary measures on a permittee of a Covered Project for violations of this ordinance. Probationary measures will remain in effect for one (1) year or until the permittee provides documentation satisfactory to the Administrator verifying that the reason for imposition of the probationary measures no longer exists. Probationary measures imposed may include, but are not limited to, any combination of the following:

1. For two (2) or more violations of this chapter, a recycling performance deposit may be required prior to approval of the permittee's next WMP. A recycling performance deposit will be calculated as one percent (1%) of the stated project valuation but will not exceed Ten Thousand dollars (\$10,000.00).
 - a. The recycling performance deposit, which may be imposed for two (2) or more violations of this chapter, shall be released in full upon a showing that the permittee has fully complied with the requirements of this chapter, and complied with the terms and conditions of the approved WMP, and complied with any other probationary measures imposed, for the duration of the project.
 - b. If the Administrator determines that the permittee only partially complied with the requirements of this chapter, and complied with the terms and conditions of the approved WMP, and complied with any other probationary measures imposed, for the duration of the project, then the Administrator may authorize a partial release of the recycling performance deposit.
2. For any violation of this chapter, the WMP for the permittee's next Covered Project permit application may be required to be submitted directly to the Administrator for approval.

Section 2. 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.

Section 3. 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 adoption.

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

AYES:

ATTACHMENT 1**NOES:****ABSENT:****ABSTAIN:**

Linda Budge, Mayor**ATTEST:**

Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2**RESOLUTION NO. 40-2013****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SERVE AS ADMINISTRATOR
OF ORDINANCE NO. 9-2013**

WHEREAS, the California Integrated Waste Management Act of 1989 ("AB 939") requires every City and County in California to "divert" fifty (50) percent of municipal solid waste generated within the jurisdiction from landfill disposal; and

WHEREAS, AB 939 requires jurisdictions to submit an annual report summarizing their progress in diverting solid waste from disposal; and

WHEREAS, Senate Bill 1374 requires the annual report to include a summary of progress made in the diversion of Construction and Demolition (C&D) materials; and

WHEREAS, Ordinance No. 9-2013 requires all new construction and all demolition projects, and additions or remodels that have a permit valuation greater than or equal to two hundred fifty thousand dollars (\$250,000.00) to recycle Construction and Demolition ("C&D") material; and

WHEREAS, Ordinance No. 9-2013 calls for the City Council to appoint an Administrator to oversee the C&D Debris Reduction, Reuse and Recycling regulations.

NOW THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

The Public Works Director is authorized to serve as Administrator of Ordinance 9-2013,

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: April 1, 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 EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF COMPUTER GAMING AND INTERNET ACCESS BUSINESSES, TO BECOME EFFECTIVE IMMEDIATELY

RECOMMENDATION

Adopt Urgency Ordinance No. 10-2013 extending 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 these types of establishments.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will extend, by 10 months and 15 days, the temporary moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses previously adopted by the City Council on March 4, 2013 via Ordinance 05-2013. This moratorium is needed in order to: (1) further address the community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses; (2) further study the potential impacts that these types of businesses may have on the public health, safety and welfare; (3) further study and determine what local regulations may be appropriate or necessary for Computer Gaming and Internet Access Businesses; (4) further 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

Law

Pursuant to Government Code section 65858, a city may establish an initial 45-day moratorium prohibiting any uses that may be in conflict with a contemplated zoning proposal that the legislative body or the planning department is considering, studying, or intends to study, within a reasonable time. Adoption or extension of a moratorium requires at least a four-fifths vote of the Council. Government Code section 65858 allows for the moratorium to be extended twice, once for ten (10) months and fifteen (15) days and a second time for an additional year, so long as a current and immediate threat to the public safety, health, or welfare exists.

Establishment of 45-day Temporary Moratorium

At its March 4, 2013 meeting, the Council adopted Urgency Ordinance No. 05-2013 establishing a 45-day moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses. The purpose of the moratorium was to give City staff time to analyze, consider and possibly adopt updated zoning regulations to best address new imminent threats to public safety, health, and welfare resulting from these businesses.

As previously reported at the March 4, 2013 meeting, 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 "sweepstakes" games, which is an activity and use that is not addressed in the City's codes.

City staff have observed an increase of Computer Gaming and Internet Access Businesses that promote "sweepstakes gaming" in surrounding jurisdictions. These operations encourage game playing that provide chances to be awarded prizes or money through the use of betting of additionally gained or purchased sweepstakes game entries. Customers are typically charged for "time" at a computer terminal with internet access. The computers contain, or have access to, software running the sweepstakes games. Sweepstakes games can look and sound like slot machines. Customers typically "cash in" their winnings at the business. Businesses often have twenty or more terminals, and customers may occupy a station for many hours.

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 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. Many jurisdictions where these businesses are located have also reported negative impacts from their operation — such as increases in loitering, drug use and sales, prostitution, parking problems, and the sale of stolen property. Sacramento County has recently shut down several of these businesses or revoked their licenses.

The City of Rancho Cordova has also experienced negative impacts associated with these businesses. Neighboring businesses have complained 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 additional 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 these two establishments from opening, however, Code Enforcement and Police staff will be monitoring them.

City Activities

At the March 4, 2013 meeting, staff received comments from the business owner of Webtime, Inc., Brandon Barrett. Staff also received written comments from Mr. Barrett. Since the March 4, 2013 meeting, staff has also spoken with Alex Hayes, an associate of Mr. Barrett's, and invited him to submit written materials and/or comments related to the issue.

Since the adoption of Ordinance No. 05-2013, City staff has begun reviewing and analyzing possible approaches to new zoning provisions related to these businesses. An initial legal analysis was also conducted regarding potential exposure to litigation on each of the various approaches. Significant legal issues related to the First Amendment and commercial speech exist and need to be studied in more detail.

City staff also became aware of *People v. Walker*, a case pending in the California Court of Appeal, which addresses the issue of whether these businesses are illegal gambling operations. The appeal case stems from an injunction obtained by the Kern County District Attorney's Office against several of these internet café businesses running "sweepstakes" games on their computers. The City Attorney's Office is reviewing the details of this case and the applicability of its facts to Rancho Cordova. New filings in the case are expected in May, and it is possible a decision could come from the court by the fall or winter.

Since the initial moratorium was passed, an application for a business license, at 2246 Sunrise Blvd, for this type of business was denied by the City. The individual who applied owned a business that was recently shut down by Sacramento County Sheriff's and the Department of Justice.

Regardless of the approach taken to draft new zoning provisions, an extension on the moratorium is needed to prevent more of these businesses from establishing in the City during a period where no regulations are in place. Staff have made considerable progress in evaluating these issues.

Extension of Moratorium

The 45-day moratorium expires on April 18, 2013. Since the potential threats to public health, safety, and welfare identified by the Council in Urgency Ordinance 05-2013 still exist, staff recommends that the Council extend the moratorium. A four-fifths vote is required for the extension. In order to allow the City sufficient time to complete the above stated activities — and to await a decision in the *People v. Walker* case — staff recommends extending the moratorium for the period allowed under Government Code section 65858 of 10 months and 15 days. It may be repealed prior to its expiration as soon as an ordinance is presented to Council, adopted and effective.

This report and its attachments constitutes the written report required by Government Code section 65858(d).

REQUESTED MOTION

Move the City Council adopt this urgency ordinance extending a moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses pending the review and possible amendment of zoning regulations applicable to such businesses.

ATTACHMENTS

1. Draft Urgency Ordinance No. 10-2013, extending the temporary moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses.
2. Urgency Ordinance No. 05-2013
3. Evidentiary Record for extension of moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses.
4. City of Dublin Ordinance.
5. City of Brentwood Gaming Ordinance

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2013

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA EXTENDING 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. At its March 4, 2013 regular meeting, pursuant to California Government Code section 65858, the City Council of the City of Rancho Cordova adopted Urgency Ordinance No. 05-2013 imposing a 45-day moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses; and
- B. Ordinance No. 05-2013 will, unless extended, expire by its own terms on April 18, 2013; and
- C. This Urgency Ordinance incorporates by reference all the findings provided in Urgency Ordinance No. 05-2013 and its accompanying staff report; and
- D. Government Code section 65858 authorizes the extension of the moratorium, after a noticed public hearing, to prohibit uses of land which may conflict with a contemplated general plan, specific plan or zoning proposal which the legislative body, planning commission or planning department is considering or studying or intends to study within a reasonable period of time; and
- E. A case on this issue is currently pending in the Fifth Circuit of the California Court of Appeal, *People vs. Walker* (Case No. F065451), which involves an injunction against the operations of these businesses obtained by the Kern County District Attorney's office; and
- F. The outcome of *People v. Walker* may provide a definitive answer on whether these businesses are conducting illegal gambling operations, as the California Attorney General and California Bureau of Gambling Control have advised; and
- G. 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
- H. 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

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- I. 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.
- J. 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
- K. 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
- L. 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 be legitimate Computer Gaming and Internet Access Businesses or internet cafes; and
- M. 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

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- N. 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
- O. 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 from 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 these two establishments from opening, however, Code Enforcement and Police staff will be monitoring them; and
- P. The City received an application for a "Business Center." The City's response to this application was due March 11, 2013. Although the application listed 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 extension of the moratorium would allow the City to deny all similar future applications while the extended moratorium is in place; and
- Q. 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
- R. 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
- S. Without the extension of this moratorium, 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

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- T. 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
- U. 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
- V. 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
- W. 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
- X. 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
- Y. 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 Extended.

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, the moratorium imposed by Ordinance No. 05-2013, which provides that 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, shall hereby be extended for a period of ten (10) months

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and fifteen (15) days from and after the date that Ordinance 05-2013 would have otherwise expired, April 18, 2013. Additionally, the express prohibition against Computer Gaming and Internet Access Businesses in all areas and zoning districts of the City contained in Ordinance No. 05-2013 is also hereby extended for a period of ten (10) months and fifteen (15) days from and after the date that Ordinance 05-2013 would have otherwise expired, April 18, 2013.

B. Definitions

1. For purposes of this Ordinance, "Computer Gaming and Internet Access Businesses" shall mean an establishment that dedicates more than ten (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, which extends the effective period of Ordinance No. 05-2013, is declared to be an interim ordinance adopted as an urgency measure pursuant to Government Code section 65858 and is for the immediate and long-term preservation of the public peace, health, and welfare. This Ordinance is deemed necessary based on the findings of the City Council of the City of Rancho Cordova as set forth herein.

Section 3. Public Nuisance.

The establishment, maintenance or operation of Computer Gaming and Internet Access Businesses, as defined herein within the City limits of the City of Rancho Cordova, are 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.

ATTACHMENT 1

(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.

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 ten (10) months and fifteen (15) days from and after the date that Ordinance No. 05-2013 would have expired, April 18, 2013, unless further extended by the City in accordance with California Government Code section 65858.

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:

ABSTAINING:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2059097.1

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.

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 4th day of February, 2013 by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund.

NOES: None.

ABSENT: Terry.

ABSTAINING: None.



Linda Budge, Mayor

ATTEST:



Mindy Cuppy, CMC, City Clerk

2042061.3

ATTACHMENT 3
Evidentiary Record

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. _____, 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.

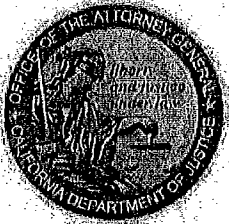
Voting Requirement

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

	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:

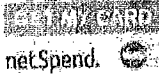
The Bureau will assist California law enforcement agencies working toward prosecution or pursuing civil or administrative actions in connection with Internet café gambling operations. Assistance may encompass advice, Bureau personnel and equipment, search and arrest warrant examples, and other experienced 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

The Sacramento Bee : Cafe loses bid to keep license; Sacramento County officials cite se... Page 1 of 2

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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.

http://m.sacbee.com/sacramento/db_269929/contentdetail.htm?contentguid=u0jF3hMX&f... 1/27/2013

The Sacramento Bee : Cafe loses bid to keep license; Sacramento County officials cite se... Page 2 of 2

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 operatio... Page 1 of 2

THE SACRAMENTO BEE sacbee.com

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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Call The Bee's Brad Branan, (916) 321-1065. Follow him on Twitter @bradb_at_sacbee.

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County: Fake Carmichael Internet Cafe Was Illegal Casino; Appeal Tuesday - Fair Oaks-... Page 1 of 3



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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.

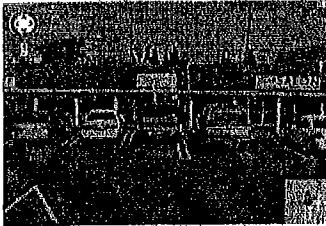
By [Cody Klitauer](#) | [Email the author](#) | January 8, 2013

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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 aisle 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.

American Canyon City Council adopts moratorium on Internet cafes... Attachment 3

"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.

Hayward issues 45-day moratorium on Internet 'sweepstakes' cafes - ... Attachment 3

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.

Alameda County ready to close Internet 'sweepstakes' cafes - Contra... Attachment 3

"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.

Pittsburg extends moratorium on Internet cafes until next June - San ... Attachment 3

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 Bugarino at 925-779-7164. Follow him at Twitter.com/paulbugarino.

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.

THE SACRAMENTO BEE sacbee.com

Rancho Cordova tries to thwart Internet cafe casinos

rchang@sacbee.com

Published Monday, Mar. 11, 2013

Rancho Cordova leaders are moving swiftly to quash what they say are mini-casinos disguised as Internet cafes.

Last week, the City Council approved a 45-day moratorium that prevents such businesses from opening while officials explore an ordinance to ban them outright.

"This stuff is illegal and we don't want it in Rancho Cordova," said Linda Budge, the city's mayor.

Typically found in neighborhood strip malls, the cafes contain computers that run casino games, according to the state Department of Justice. Customers purchase a "sweepstakes" card to play the games and can cash out the winnings at the store.

The Justice Department issued an advisory in December calling the businesses "illegal gambling operations," but enforcement often falls under the jurisdiction of local governments.

Operators and their vendors contend the businesses are legitimate and operate within the confines of the law.

"The problem is perception," said Phillip Walker of Oz's Internet Cafe and Hub in Bakersfield. "People think it's gambling because the computer resembles a slot machine."

So far, the moratorium is pre-emptive since no sweepstakes cafes are operating in Rancho Cordova. In the past six months, the city received three business license applications for what officials suspect to be sweepstakes operations because they involve setting up computer terminals in a retail environment.

Before the moratorium, two of the businesses were approved, but have not yet opened, said planning director Paul Junker. The city denied a third application last week after the moratorium took effect.

"They call it a sweepstakes, but it's very obvious that it's gambling," Rancho Cordova Police Officer Mark Baxter said, adding that the storefronts were magnets for crime.

The moratorium follows a crackdown by other cities and counties across the state. Hayward's City Council pushed through a similar ban on sweepstakes stores last month.

Walker is fighting a court order that prevents his cafe from offering sweepstakes games. Since the prizes are "preselected" and do not require the customer to play the games, Walker argues the practice isn't gambling.

Anthony Ranaldi, CEO of Delaware-based sweepstakes vendor Sweeps Logic, compared the sweepstakes to the scratch-off Monopoly game offered at McDonald's.

"You buy two hours' worth of Internet time and receive entries to play the games," Ranaldi said. "It's the same as buying a cheeseburger and winning a prize."

The sweepstakes stores started popping up in the Sacramento region the last two years, but most have been shut down by law enforcement. In January, Sacramento County supervisors rejected one storeowner's attempt to keep his sweepstakes cafe in Carmichael.

Nationwide, sweepstakes cafes have gained a foothold in at least a dozen states, drawing the ire of government leaders, law enforcement and traditional gambling interests alike. Massachusetts, Pennsylvania and North Carolina are among a small roster of states that have passed legislation explicitly banning the practice.

"There's no licensing requirement, no background check and no regulation," said Judy Patterson, executive director of the American Gaming Association, a group that represents commercial casinos and equipment manufacturers. "Where's the integrity?"

Call The Bee's Richard Chang, (916) 321-1018. Follow him on Twitter @RichardYChang.

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- Read more articles by Richard Chang

 Order Reprint

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

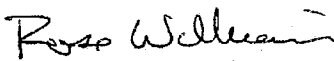
We recommend the city access a Per Machine / Month Fee of \$10 per month / machine

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

1 **LISA S. GREEN, District Attorney**
 County of Kern
 2 By: GREGORY A. PULSKAMP, (SBN 166784)
 3 Deputy District Attorney
 1215 Truxtun Avenue
 4 Bakersfield, California 93301
 (661) 868-2340
 5 Fax (661) 868-2135

6 Attorneys for Plaintiff

FILED
 SUPERIOR COURT, METROPOLITAN DIVISION
 COUNTY OF KERN
 AUG 01 2012
 TERRY McNALLY, CLERK
 BY _____ DEPUTY

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF KERN - METROPOLITAN DIVISION**

10 * * * * *

11 THE PEOPLE OF THE STATE OF CALIFORNIA,	) Case No.: S-1500-CV-276961 WDP
	)
12 Plaintiff,	) KCDA File No.: CF- 5236
	)
13	) ORDER GRANTING PLAINTIFF'S
14 vs.	) REQUEST FOR PRELIMINARY
	) INJUNCTION
	)
15	)
16 PHILLIP ERNEST WALKER, an individual, and	) Complaint Filed: June 21, 2012
17 DOES 1 through 50, inclusive,	) Trial Date: None
	)
18	)
19	)
20 Defendants.	)
	)
21	)

22 The Motion of Plaintiff, the People of the State of California, for a Preliminary Injunction came
 23 on regularly for hearing on July 23, 2012, in Department 15 of the above-entitled Court, the Honorable
 24 William D. Palmer, presiding.

25 Gregory A. Pulskamp appeared on behalf of Plaintiff, the People of the State of California.
 26 Jerome H. Mooney and John H. Weston appeared on behalf of Defendant, Phillip Ernest Walker. There
 27 were no other appearances.

28 After having considered the moving papers, the opposition thereto, the reply thereto, all other

-1-

ORDER GRANTING PLAINTIFF'S REQUEST FOR PRELIMINARY INJUNCTION

EXHIBIT A

1 papers filed therewith, as well as oral argument of counsel, and for good cause appearing therefore,

2 IT IS ORDERED THAT:

3 1. The request for PRELIMINARY INJUNCTION is granted.

4 2. Defendant, Phillip Ernest Walker, his agents, representatives, employees, assignees, and
5 successors in interest are hereby prohibited from operating any business that includes any type of
6 "sweepstakes," "slot machine," or "lottery" feature. This Order specifically includes but is not limited
7 to the following location:

8 a. 3201 F Street, Suite 127, Bakersfield, California, 93301.

9 3. This Order shall become effective at 11:59 p.m. the day after Plaintiff serves Defendant
10 with Notice of the signed Order via overnight mail or personal service.

11 4. This Order shall remain in full force and effect until such time as the Court may render
12 subsequent orders that modify, cancel, or extend this Order.

13 5. Willful disobedience of this Order may result in criminal or civil contempt of court
14 charges pursuant to Penal Code Section 166(a)(4) or Code of Civil Procedure Section 1209(a)(5),
15 respectively.

16
17
18 Date:

19 AUG 01 2012

WILLIAM D PALMER

William D. Palmer
Judge of the Kern County Superior Court

TO BE FILED IN THE COURT OF APPEAL

ORIGINAL

APP-004

CIVIL CASE INFORMATION STATEMENT		Court of Appeal Case Number (if known)
COURT OF APPEAL, <u>FIFTH</u> APPELLATE DISTRICT, DIVISION _____		F065451
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gregory A. Pulskamp, Deputy District Attorney (Bar # 166784) LISA S. GREEN, District Attorney 1215 Truxtun Avenue Bakersfield, CA 93301 TELEPHONE NO.: (661) 868-1659 FAX NO. (Optional): (661) 322-3765 E-MAIL ADDRESS (Optional): gpulskamp@co.kern.ca.us ATTORNEY FOR (Name): The People of the State of California		FOR COURT USE ONLY
APPELLANT: THE PEOPLE OF THE STATE OF CALIFORNIA RESPONDENT: PHILLIP ERNEST WALKER		COURT OF APPEAL FIFTH APPELLATE DISTRICT AUG 27 2012 By  Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: 1415 Truxtun Avenue MAILING ADDRESS: CITY AND ZIP CODE: Bakersfield 93301 BRANCH NAME: Metropolitan Division		Superior Court Case Number:
JUDGES (all who participated in case): Honorable Judge William D. Palmer		S-1500-CV-276961-WDP
NOTE TO APPELLANT: You must file this form with the clerk of the Court of Appeal within 10 days after the clerk mails you a notice that this form must be filed. You must attach to this form (1) a copy of the judgment or order being appealed that shows the date it was entered (see Cal. Rules of Court, rule 8.104 for definition of "entered"); and (2) proof of service of this form on all parties to the appeal. (CAUTION: An appeal in a limited civil case (Code Civ. Proc., § 85) may be taken ONLY to the appellate division of the superior court (Code Civ. Proc., § 904.2) or to the superior court (Code Civ. Proc., § 116.710 [small claims cases]).		

PART I – APPEAL INFORMATION

A. APPEALABILITY

1. Appeal is from:

- ☐ Judgment after jury trial
☐ Judgment after court trial
☐ Default judgment
☐ Judgment after an order granting a summary judgment motion
☐ Judgment of dismissal under Code Civ. Proc., § 581d, 583.250, 583.360, or 583.430
☐ Judgment of dismissal after an order sustaining a demurrer
☐ An order after judgment under Code Civ. Proc., § 904.1(a)(2)
☒ An order or judgment under Code Civ. Proc., § 904.1(a)(3)–(13)
☐ Other (describe and specify code section that authorizes this appeal):

2. Does the judgment appealed from dispose of all causes of action, including all cross-actions between the parties?

☐ Yes ☒ No (If no, please explain why the judgment is appealable): Preliminary Injunction

B. TIMELINESS OF APPEAL (Provide all applicable dates.)

1. Date of entry of judgment or order appealed from: 8/ / 1/ / 12
 2. Date that notice of entry of judgment or a copy of the judgment was served by the clerk or by a party under California Rules of Court, rule 8.104: 8/ / 3/ / 12
 3. Was a motion for new trial, for judgment notwithstanding the verdict, for reconsideration, or to vacate the judgment made and denied? ☐ Yes ☒ No (If yes, please specify the type of motion):
 Date notice of intention to move for new trial (if any) filed: ____/____/____
 Date motion filed: ____/____/____ Date motion denied: ____/____/____ Date denial served: ____/____/____
 4. Date notice of ☒ appeal or ☐ cross-appeal filed: 8/ / 8/ / 12

C. BANKRUPTCY OR OTHER STAY

Is there a related bankruptcy case or a court-ordered stay that affects this appeal? ☐ Yes ☒ No (If yes, please attach a copy of the bankruptcy petition [without attachments] and any stay order.)

APP-004

APPELLATE CASE TITLE:

The People of the State of California v. Phillip Ernest Walker

APPELLATE COURT CASE NUMBER:

S-1500-CV-276961-WDP

D. APPELLATE CASE HISTORY (Provide additional information, if necessary, on attachment I.D.)

Is there now, or has there previously been, any appeal, writ, or other proceeding related to this case pending in any California appellate court? ☒ Yes ☐ No (If yes, insert name of appellate court): Fifth Appellate District

Appellate court case no.: F065450

Title of case: People v. Kirnpal Grewal

Name of trial court: Kern County Superior Court Trial court case no.: S-1500-CV-276959-WDP

E. SERVICE REQUIREMENTS

Is service of documents in this matter, including a notice of appeal, petition, or brief, required on the Attorney General or other nonparty public officer or agency under California Rules of Court, rule 8.29 or a statute? Yes ☒ No ☐ (If yes, please indicate the rule or statute that applies):

- | | |
|--|--|
| ☐ Rule 8.29 (e.g., constitutional challenge; state or county party) | ☐ Code Civ. Proc., § 1355 (Escheat) |
| ☐ Bus. & Prof. Code, § 16750.2 (Antitrust) | ☐ Gov. Code, § 946.6(d) (Actions against public entities) |
| ☒ Bus. & Prof. Code, § 17209 (Unfair Competition Act) | ☐ Gov. Code, § 4461 (Disabled access to public buildings) |
| ☐ Bus. & Prof. Code, § 17536.5 (False advertising) | ☐ Gov. Code, § 12656(a) (False Claims Act) |
| ☐ Civ. Code, § 51.1 (Unruh, Ralph, or Bane Civil Rights Acts; antiboycott cause of action; sexual harassment in business or professional relations; civil rights action by district attorney) | ☐ Health & Saf. Code, § 19954.5 (Accessible seating and accommodations) |
| ☐ Civ. Code, § 55.2 (Disabled access to public conveyances, accommodations, and housing) | ☐ Health & Saf. Code, § 19959.5 (Disabled access to privately funded public accommodations) |
| | ☐ Pub. Resources Code, § 21167.7 (CEQA) |
| | ☐ Other (specify statute): |

NOTE: The rule and statutory provisions listed above require service of a copy of a party's notice of appeal, petition, or brief on the Attorney General or other public officer or agency. Other statutes requiring service on the Attorney General or other public officers or agencies may also apply.

PART II – NATURE OF ACTION

A. Nature of action (check all that apply):

1. ☐ Conservatorship
2. ☐ Contract
3. ☐ Eminent domain
4. ☒ Equitable action a. ☐ Declaratory relief b. ☒ Other (describe): Injunctive Relief
5. ☐ Family law
6. ☐ Guardianship
7. ☐ Probate
8. ☐ Real property rights a. ☐ Title of real property b. ☐ Other (describe):
9. ☐ Tort
 - a. ☐ Medical malpractice
 - b. ☐ Product liability
 - c. ☐ Other personal injury
 - d. ☐ Personal property
 - e. ☐ Other tort (describe):
10. ☐ Trust proceedings
11. ☐ Writ proceedings in superior court
 - a. ☐ Mandate (Code Civ. Proc., § 1085)
 - b. ☐ Administrative mandate (Code Civ. Proc., § 1094.5)
 - c. ☐ Prohibition (Code Civ. Proc., § 1102)
 - d. ☐ Other (describe):
12. ☒ Other action (describe): Unfair Business Practices per Business & Professions Code § 17200, et seq.

B. ☐ This appeal is entitled to calendar preference/priority on appeal (cite authority):

APP-004

APPELLATE CASE TITLE:

The People of the State of California v. Phillip Ernest Walker

APPELLATE COURT CASE NUMBER:

S-1500-CV-276961-WDP

PART III - PARTY AND ATTORNEY INFORMATION

In the spaces below or on a separate page or pages, list all the parties and all their attorneys of record who will participate in the appeal. For each party, provide all of the information requested on the left side of the page. On the right side of the page, if a party is self-represented please check the appropriate box and provide the party's mailing address, telephone number, fax number, and e-mail address. If a party is represented by an attorney, on the right side of the page, check the appropriate box and provide all of the requested information about that party's attorney.

☐ Responses to Part III are attached instead of below

Name of Party: The People of the State of California

☒ Represented by attorney ☐ Self-represented

Appellate court designation:

☐ Appellant ☒ Respondent

Trial court designation:

☒ Plaintiff ☐ Defendant

☐ Other (specify):

Name of attorney: Gregory A. Pulskamp

Deputy District Attorney

State Bar no: 166784

Firm name: LISA S. GREEN, District Attorney, County of Kern

Mailing address: 1215 Truxtun Avenue, 4th Floor, Bakersfield, California 93301

Telephone no.: (661) 868-1659 Fax no: (661) 322-3765

E-Mail address: gpulskamp@co.kern.ca.us

Name of Party:

Phillip Ernest Walker

Appellate court designation:

☒ Appellant ☐ Respondent

Trial court designation:

☐ Plaintiff ☒ Defendant

☐ Other (specify):

☒ Represented by attorney ☐ Self-represented

Name of attorney: Jerome H. Mooney (SBN 199542)

G. Randall Garrou (SBN 74442)

State Bar no:

Firm name: Weston, Garrou & Mooney

Mailing address: 12121 Wilshire Blvd., Suite 525, Los Angeles, California 90025

Telephone no.: (310) 442-0072 Fax no: (310) 442-0899

E-Mail address: jerry@mooneylaw.com

Name of Party:

Appellate court designation:

☐ Appellant ☐ Respondent

Trial court designation:

☐ Plaintiff ☐ Defendant

☐ Other (specify):

☐ Represented by attorney ☐ Self-represented

Name of attorney:

State Bar no:

Firm name:

Mailing address:

Telephone no.:

Fax no:

E-Mail address:

Name of Party:

Appellate court designation:

☐ Appellant ☐ Respondent

Trial court designation:

☐ Plaintiff ☐ Defendant

☐ Other (specify):

☐ Represented by attorney ☐ Self-represented

Name of attorney:

State Bar no:

Firm name:

Mailing address:

Telephone no.:

Fax no:

E-Mail address:

☐ Additional pages attached

Date: 8/24/12

This statement is prepared and submitted by:

Gregory A. Pulskamp, Deputy District Attorney

(SIGNATURE OF ATTORNEY OR SELF-REPRESENTED PARTY)

APP-004 [Rev. January 1, 2011]

CIVIL CASE INFORMATION STATEMENT
 (Appellate)

Page 3 of 3

LexisNexis® Automated California Judicial Council Forms

APP-004

APPELLATE CASE TITLE:

Phillip Walker v. The People of the State of California

APPELLATE COURT CASE NUMBER:

F065451

D. APPELLATE CASE HISTORY (Provide additional information, if necessary, on attachment I.D.)Is there now, or has there previously been, any appeal, writ, or other proceeding related to this case pending in any California appellate court? ☐ Yes ☒ No (If yes, insert name of appellate court):

Appellate court case no.:

Title of case:

Name of trial court:

Trial court case no.:

E. SERVICE REQUIREMENTSIs service of documents in this matter, including a notice of appeal, petition, or brief, required on the Attorney General or other nonparty public officer or agency under California Rules of Court, rule 8.29 or a statute? Yes ☐ No ☒ (If yes, please indicate the rule or statute that applies):

- | | |
|--|--|
| ☐ Rule 8.29 (e.g., constitutional challenge; state or county party) | ☐ Code Civ. Proc., § 1355 (Escheat) |
| ☐ Bus. & Prof. Code, § 16750.2 (Antitrust) | ☐ Gov. Code, § 946.6(d) (Actions against public entities) |
| ☐ Bus. & Prof. Code, § 17209 (Unfair Competition Act) | ☐ Gov. Code, § 4461 (Disabled access to public buildings) |
| ☐ Bus. & Prof. Code, § 17536.5 (False advertising) | ☐ Gov. Code, § 12656(a) (False Claims Act) |
| ☐ Civ. Code, § 51.1 (Unruh, Ralph, or Bane Civil Rights Acts; antiboycott cause of action; sexual harassment in business or professional relations; civil rights action by district attorney) | ☐ Health & Saf. Code, § 19954.5 (Accessible seating and accommodations) |
| ☐ Civ. Code, § 55.2 (Disabled access to public conveyances, accommodations, and housing) | ☐ Health & Saf. Code, § 19959.5 (Disabled access to privately funded public accommodations) |
| | ☐ Pub. Resources Code, § 21167.7 (CEQA) |
| | ☐ Other (specify statute): |

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PART II – NATURE OF ACTION**A. Nature of action** (check all that apply):

1. ☐ Conservatorship
2. ☐ Contract
3. ☐ Eminent domain
4. ☐ Equitable action a. ☐ Declaratory relief b. ☐ Other (describe):
5. ☐ Family law
6. ☐ Guardianship
7. ☐ Probate
8. ☐ Real property rights a. ☐ Title of real property b. ☐ Other (describe):
9. ☐ Tort
 - a. ☐ Medical malpractice
 - b. ☐ Product liability
 - c. ☐ Other personal injury
 - d. ☐ Personal property
 - e. ☐ Other tort (describe):
10. ☐ Trust proceedings
11. ☐ Writ proceedings in superior court
 - a. ☐ Mandate (Code Civ. Proc., § 1085)
 - b. ☐ Administrative mandate (Code Civ. Proc., § 1094.5)
 - c. ☐ Prohibition (Code Civ. Proc., § 1102)
 - d. ☐ Other (describe):
12. ☒ Other action (describe): **Unfair Business Practice Under Bus. & Prof. Code §17200**

B. ☐ This appeal is entitled to calendar preference/priority on appeal (cite authority):

APP-004

APPELLATE CASE TITLE: Phillip Walker v. The People of the State of California	APPELLATE COURT CASE NUMBER: F065451
---	--

PART III – PARTY AND ATTORNEY INFORMATION

In the spaces below or on a separate page or pages, list all the parties and all their attorneys of record who will participate in the appeal. For each party, provide all of the information requested on the left side of the page. On the right side of the page, if a party is self-represented please check the appropriate box and provide the party's mailing address, telephone number, fax number, and e-mail address. If a party is represented by an attorney, on the right side of the page, check the appropriate box and provide all of the requested information about that party's attorney.

☐ Responses to Part III are attached instead of below

Name of Party: Phillip Walker Appellate court designation: ☒ Appellant ☐ Respondent Trial court designation: ☐ Plaintiff ☒ Defendant ☐ Other (specify):	☒ Represented by attorney ☐ Self-represented Name of attorney: John H. Weston, Jerome H. Mooney, State Bar no: Weston: 46146; Mooney: 199542 Firm name: Weston, Garrou & Mooney Mailing address: 12121 Wilshire Blvd., Ste. 525 Los Angeles, CA 90025 Telephone no.: 310-442-0072 Fax no: 310-442-0899 E-Mail address: jerrym@mooneylaw.com
Name of Party: The People of the State of California Appellate court designation: ☐ Appellant ☒ Respondent Trial court designation: ☒ Plaintiff ☐ Defendant ☐ Other (specify):	☒ Represented by attorney ☐ Self-represented Name of attorney: Gregory Pulskamp State Bar no: 166784 Firm name: District Attorney's Office Mailing address: 1215 Truxtun Avenue Bakersfield, CA 93301 Telephone no.: 661-868-2340 Fax no: E-Mail address:
Name of Party: Appellate court designation: ☐ Appellant ☐ Respondent Trial court designation: ☐ Plaintiff ☐ Defendant ☐ Other (specify):	☐ Represented by attorney ☐ Self-represented Name of attorney: State Bar no: Firm name: Mailing address: Telephone no.: Fax no: E-Mail address:
Name of Party: Appellate court designation: ☐ Appellant ☐ Respondent Trial court designation: ☐ Plaintiff ☐ Defendant ☐ Other (specify):	☐ Represented by attorney ☐ Self-represented Name of attorney: State Bar no: Firm name: Mailing address: Telephone no.: Fax no: E-Mail address:

☐ Additional pages attached

Date:

This statement is prepared and submitted by:

JEROME H. MOONEY

(SIGNATURE OF ATTORNEY OR SELF-REPRESENTED PARTY)

Case No. F065451

-----◆-----
IN THE COURT OF APPEAL OF CALIFORNIA
FIFTH APPELLATE DISTRICT
 -----◆-----

PEOPLE OF THE STATE OF CALIFORNIA, COURT OF APPEAL
 FIFTH APPELLATE DISTRICT
FILED

Plaintiff and Respondent,

v

FEB 04 2013

PHILLIP WALKER,

Defendant and Appellant

By _____ Deputy

-----◆-----
 On Appeal from Kern County Superior Court
 Case No. CV-276961
 Hon. William D. Palmer, Chief Judge, Presiding

-----◆-----
APPELLANT'S OPENING BRIEF
 -----◆-----

WESTON, GARROU & MOONEY

John H. Weston (SBN 46146)

johnhweston@wgdllaw.com

G. Randall Garrou (SBN 74442)

randygarrou@wgdllaw.com

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COURT OF APPEAL
 FIFTH APPELLATE DISTRICT
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Attorneys for Defendant and Appellant

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Case No. F065451

**IN THE COURT OF APPEAL OF CALIFORNIA
FIFTH APPELLATE DISTRICT**

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff and Respondent

v.

PHILLIP ERNEST WALKER,

Defendant and Appellant

COURT OF APPEAL
FIFTH APPELLATE DISTRICT
FILED

FEB 04 2013

By _____ Deputy

On Appeal from Kern County Superior Court
Case No. CV-276961
Hon. William D. Palmer, Presiding Judge

NOTICE OF ERRATA IN APPELLANT'S OPENING BRIEF

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APPELLANT'S OPENING BRIEF

Issues Presented for Review

1. Whether the trial court erred as a matter of law in preliminarily enjoining an internet cafe's promotional sweepstakes program, on grounds that the business' computers were prohibited "slot machines" and its sweepstakes was an unlawful "lottery," where:

A. No money, any thing of value or other object was inserted into the computers to operate them, a required element to establish a prohibited "slot machine" under Penal Code §§ 330a, 330b and 330.1;

B. There was no "hazard or chance" operation of the internet cafe's computers affecting whether any thing of value would be given, as California law requires of a prohibited "slot machine" under Penal Code §§ 330a(a), 330b(d) and 330.1(a); and

C. No purchase was *required* to participate in the internet cafe's sweepstakes, thereby negating the requirement of consideration necessary to establish an illegal "lottery" as defined by Penal Code § 319, as opposed to a lawful sweepstakes program.

D. The computers were not used for, nor were part of, any "house-banked game," another prerequisite for a finding of a slot machine under controlling authority.

2. Whether, based upon its erroneous legal conclusions, the trial court abused its discretion in concluding that the balance of hardships favored granting a preliminary injunction.

any purchases, or giving any consideration.² Likewise, the uncontroverted evidence establishes that at least two key elements are missing from the People's attempt to characterize Appellant's computers as "slot machines": (1) no coins or other things of value were inserted into the machines; and (2) there was no hazard or chance operation of the machines which determined or influenced whether a sweepstakes contestant won anything.

Because the charged offenses are *malum prohibitum*, rather than *malum in se*, strict adherence to these statutory requirements is mandatory and the trial court was neither free to ignore the evidence and the statutory elements, nor to substitute the visceral, knee-jerk, appearance-based, "walks like a duck" approach which was the sole stated basis for granting the preliminary injunction. The absence of these statutorily required elements requires reversal of the preliminary injunction.

Statement of the Case

This appeal arises from an action for unfair competition brought under BPC § 17200, *et seq.*, People v. Walker, Kern Co. Sup. Ct. Case No.

² This feature is what distinguishes fairly ubiquitous lawful sweepstakes programs from illegal lotteries. *See, e.g., California Gasoline Retailers v. Regal Petroleum Corporation*, 50 Cal.2d 844 (1958). This is why sweepstakes programs offered by fast food companies, grocery stores and magazine subscription sellers, etc., *always* include an option for free participation in addition to participation by those who purchase their products. As shown in the Statement of Facts, *infra*, at Appellant's Internet cafe, any adult member of the public could receive *free* sweepstakes points (and therefore the ability to participate in the sweepstakes) without making a purchase, merely by asking for them at the business location. In addition, free points could be obtained by mailing a hand written request. Free points were equal in all respects to points received in connection with the purchase of product.

On July 23, 2012, the date of the preliminary injunction hearing below, the court first heard argument in a separate, unrelated case (People v. Stidman, case no. S-1500-CV-276958), involving similar allegations against another store (represented by different counsel) which utilized both a different sweepstakes program to promote its business of selling computer rental time, and a somewhat different business model.

Before calling the present case, the trial court granted the preliminary injunction in the Stidman case, based entirely on its expressed rationale that “if it looks like a duck and walks like a duck [and] it quacks like a duck, I think it's a duck”.⁴ The trial court then called Appellant's case and heard argument, after which the court granted the preliminary injunction, incorporating its ruling in Stidman (i.e., the “duck” ruling) as the sole expressed basis for the ruling in this case.⁵

The court directed the People to prepare and submit a formal injunctive order herein.⁶ Appellant's counsel orally moved the court to stay its order pending appeal.⁷ That motion was denied.⁸ The preliminary

People v. Grewal (Case no. S-1500-CV-276959), is also on appeal to this Court (5th Dist. Case no F065450).

⁴ This language appears at p. 25, lns. 21-23 of the Reporter's Transcript of the preliminary injunction hearing of July 23, 2012 in People v. Stidman, case no. S-1500-CV-276958, and pages 8-27 of that transcript (containing the entirety of the trial judge's rulings in Stidman) have been made part of the record on appeal in the present case.

⁵ The trial judge expressly adopted his reasoning in Stidman as part of his ruling in the current case; *see* p. 25, lns. 2-3 of the Reporter's Transcript of the preliminary injunction hearing of July 23, 2012 in case nos. S-1500-CV-276959, 276960 and 276961.

⁶ RT 25, lns. 20-22.

⁷ RT 26, lns. 4-6.

⁸ *Id.* at ln. 19.

The material facts germane to this appeal are undisputed. The entire factual record consists of two declarations of Appellant Walker,¹⁵ a declaration of Bakersfield Police Department Detective Craig Checklenis,¹⁶ a declaration of Kern County Sheriff's Officer Richard Garrett,¹⁷ and a declaration of DOJ/ABC Investigator Pat Fune,¹⁸ along with various attached exhibits. None of the facts stated in the Walker declarations is controverted by any evidence submitted by the People.

Appellant Walker operates a retail business in Kern County, California, which sells computer time and Internet access as a part of its

CV-276960 (*People v. Collom, et al.*) and S-1500-CV-276961 (the current case). Undersigned counsel have appealed the preliminary injunctions in this case and the *Grewal* case, which involve materially identical facts; the business involved in the *Collom* case has voluntarily and permanently closed.

¹⁵ These are the Declaration of Phillip Walker filed June 27, 2012 and the Declaration of Phillip Walker filed July 13, 2012 (hereafter "Walker Dec. I" and "Walker Dec. II," respectively). Walker Dec. I appears at CT 43-52; Walker Dec. II appears at CT 65-71.

¹⁶ Declaration of Craig Checklenis filed on or about June 26, 2012 (CT 22-40).

¹⁷ Declaration of Richard Garrett filed July 18, 2012 (CT 82-84).

¹⁸ Declaration of Pat Fune filed on July 18, 2012 (CT 85-89). Walker filed a written objection to the Fune declaration on July 19, 2012 (CT 91-95) but the court nonetheless allowed it. RT 4, lns. 1-2 and RT 24, lns. 13-19. Fune admitted that he never entered Appellant's establishment or examined the actual operation. Rather, because reports, video and pictures he was shown depicted a business which "appeared to operate in a manner similar" to one involved in an *unrelated* San Diego case where a jury found computers to be slot machines, he opined that Appellant's sweepstakes must be violative of California law. To the extent the Fune Declaration opined on the ultimate question before the court, it lacked proper foundation and set forth improper conclusions. It should not have been allowed, and Walker challenges its admission on that point as part of this appeal.

Sweepstakes points had no intrinsic value and could not be transferred, bartered, or sold;²⁸ they could be utilized only to participate in the sweepstakes pools ("pools").²⁹

Access to a particular pool was determined by how many points the customer chose to use at any one time.³⁰ Thus, if a participant chose to use 20 points, the 20 point pool would be utilized. If 50 points, then the 50 point pool, etc. *Id.* Each pool had its own prizes and its own separate sequence of entry results.

When a participant selected a pool, he or she would immediately, automatically and irrevocably be assigned the next already established sequential result in the selected pool.³¹ This result was not *randomly* generated, but was immutably pre-ordained, having been previously loaded into the computer by Appellant's off-site software supplier and could not be changed by Appellant or, of course, the customer.³² Once the customer selected the pool he or she wanted to enter, the pre-set next-in-line entry in that pool was assigned and its pre-ordained result was ready to be revealed. There was no chance or random operation of the computer which affected the result of the entry.

The computer terminals at Appellant's business have keyboards, a screen, and a mouse. Customers purchase computer time from the clerk.³³

²⁸ Walker Dec. I, CT 45, ¶ 8, lns. 14-16 and CT 46, ln. 14.

²⁹ *Id.* at CT 46, lns. 14-15.

³⁰ Exhibit A to Walker Dec. II, ¶ 6 (CT 68), and Exhibit B to Walker Dec. II (CT 70).

³¹ Walker Dec. I, CT 44, ¶ 5, lns. 21-22; CT 45, ¶ 8, lns. 17 - 18, and CT 46, ¶ 12, lns. 11 - 12; Walker Dec. II, CT 66, ¶ 6.

³² Walker Dec. II, CT 66, ¶ 6.

³³ Walker Dec. I, CT 44, ¶ 3, states that customers pay before using

3) by utilizing a pseudo-interactive game interface on the patron's computer workstation that *simulated* playing a game of chance³⁹ and which would always produce a result identical to that which the clerk or the computer's "Instant Reveal" capability would communicate.⁴⁰

Whether or what a participant had won was not affected in any way by the *method* selected to determine the result.⁴¹ Once the participant selected the pool to enter, the next sequential entry result in that pool was immediately assigned by the computer software,⁴² and would be revealed by whichever of the three revealing options above the participant elected to employ.

Thus, for example, if the game simulation option was chosen, the game had no effect whatsoever in determining or affecting whether anything had been won or the amount, if any, of any prize.⁴³ The eventual outcome of the game would *always* come out to be the same result that would be provided by the clerk or by the "Instant Reveal" capability. That

³⁹ *Id.* at CT 45, ¶ 8, lns. 21-22. Although the pseudo-interactive game interfaces have the look and feel of popular casino games of chance, that is totally illusory. There is *no element of hazard or chance* associated with these game simulations, nor do they determine or affect the outcome of a patron's participation in the sweepstakes.

⁴⁰ Walker Dec. I, CT 44, lns. 25 through CT 45, ln. 2.

⁴¹ Walker Dec. I, CT 44, ¶ 5, ln. 25 – CT 42, ln. 2, and Exhibit 2, third unnumbered paragraph (CT 51); Walker Dec. II, Exhibit A, ¶ 6 (CT 68).

⁴² Walker Dec. II, CT 66, ¶ 6, lns. 6-7.

⁴³ Walker Dec. I, CT 44, ¶ 5, ln. 25 – CT 45, ln. 2, and Exhibit 2 thereto (CT 51), at third unnumbered paragraph.

ARGUMENT

INTRODUCTION

Until enjoined, Appellant promoted his business via a *lawful* commercial feature utilized by countless household-name businesses, i.e. a sweepstakes program. The People contend that this program was an illegal lottery, rather than a legal sweepstakes. The People also contend that the computers at Mr. Walker's computer/internet business were "slot machines." On the contrary, Appellant's sweepstakes program and computers do not meet the statutory elements the Legislature has established for *either* of these *malum prohibitum* offenses.

Under controlling California case law, Appellant's sweepstakes program was not a "lottery" because anyone could freely participate without any purchase. *California Gasoline Retailers v. Regal Petroleum Corporation*, 50 Cal.2d 844 (1958). That is the sole reason why none of the sweepstakes programs run by major fast foods and grocery chains constitute illegal lotteries.

It is equally clear that Appellant's business' computers did not meet the requisite elements to constitute "slot machines" under California law, as defined in the controlling decision in *Trinkle v. California State Lottery*, 105 Cal.App.4th 1401 (3d Dt. 2003), because: (1) nothing was inserted into the computers in order to activate them or any program within them and (2) there was no chance or random operation of the computers which affected the result of any sweepstakes pool entry.

Notwithstanding the clear decisional law to the contrary, the trial court enjoined Appellant from conducting its sweepstakes program, characterizing Appellant's business as violating Penal Code provisions

principle that a case which is within the reason or mischief of a statute, is within its provisions, so far as to punish a crime not enumerated in the statute, because it is of equal atrocity, or of kindred character, with those which are enumerated." *People v. Moreland*, 81 Cal.App.3d 11, 17 (5th Dt. 1978). Instead, "Penal statutes must be construed to reach no further than their words." *People v. Vis*, 243 Cal.App.2d 549, 554 (2nd Dt. 1966).

I

AS A MATTER OF LAW, THE COURT BELOW ERRED IN CONCLUDING THAT APPELLANT'S BUSINESS PROBABLY VIOLATED ANY CALIFORNIA PENAL STATUTES.

A. The standard of review is for all relevant purposes *de novo*

The preliminary injunction prohibiting Appellant from operating any type of "slot machine" or "lottery" feature involves only uncontroverted facts, and was based entirely on the trial court's *legal* conclusion that the evidence demonstrated that Appellant's promotional sweepstakes program violated the Penal Code provisions prohibiting slot machines and lotteries. Consequently, this Court's review is *de novo* in determining whether the uncontroverted facts establish a probable violation of the Penal Code sections charged in the complaint. *See, e.g., Cinquegrani v. Department of Motor Vehicles*, 163 Cal.App.4th 741, 746 (2nd Dt. 2008):

"To the extent that the grant or denial of a preliminary injunction requires statutory construction, *the matter presents a question of law*. [Citation omitted.] Our interpretation of the statutes is made *independently* of the trial court.

"Once the legal question is resolved, the trial court's decision to grant a preliminary injunction is reviewed for an abuse of discretion. If the evidence is in dispute, we interpret the facts in the light most favorable to the prevailing party. [Citation omitted.] *If the ultimate facts are undisputed, the*

(*People v. Ralph*, 24 Cal.2d 575, 581 [150 P.2d 401].)
 “Indeed, it is ‘the policy of California ... to construe and apply penal statutes as favorably to the defendant as the language of the statute and the circumstances of its application may reasonably permit.’” (Emphases added.)

This Court echoed those comments in *People v. Moreland*, *supra*, 81 Cal.App.3d at 17, additionally observing:

“[A]s Chief Justice Marshall warned long ago, ‘It would be dangerous, indeed, to carry the principle, that a case which is within the reason or mischief of a statute, is within its provisions, so far as to punish a crime not enumerated in the statute, because it is of equal atrocity, or of kindred character, with those which are enumerated’” (emphasis added);⁵⁰

Accord, *People v. Martin*, 168 Cal.App.3d 1111, 1123-1124 (5th Dt. 1985) (expressly adopting and applying *Moreland*’s principles).

That the present case might be characterized as only civil or quasi-criminal does not change those principles. California’s courts have routinely held that the principles of strict construction of criminal statutes apply *fully* even in *civil* proceedings. See, e.g., *People v. Vis*, 243 Cal.App.2d at 554 (the principles of strict construction of criminal statutes “are not rendered inapplicable merely because the ... action arose out of an administrative proceeding rather than a criminal prosecution; the statute to be construed remains a penal one, and *the foregoing principles apply even when the underlying action is civil in nature*”). (Emphasis added.) Accord: *Walsh v. Department of Alcoholic Beverage Control*, 59 Cal.2d 757, 765 (1963).

⁵⁰ *Moreland* additionally observed:

“[W]hen the language used in a penal law is reasonably susceptible of two constructions, ordinarily that construction which is more favorable to the defendant will be adopted. The defendant is entitled to the benefit of every reasonable doubt, whether it arises out of a question of fact, or as to the true interpretation of words or the construction of language used in a statute.” 81 Cal.App.3d at 17-18 (citations omitted).

act in an arbitrary or discriminatory way." See also *United States v. Lanier*, 520 U.S. 259, 266 (1997) ("due process bars courts from applying a novel construction of a criminal statute to conduct that neither the statute nor any prior judicial decision has fairly disclosed to be within its scope") ("[A]s a sort of 'junior version of the vagueness doctrine' [citation omitted], the canon of strict construction of criminal statutes, or rule of lenity, ensures fair warning by so resolving ambiguity in a criminal statute as to apply it only to conduct clearly covered" *id.*); *United States v. Bass*, 404 U.S. 336, 347 – 350 (1971) ("[the] rule of lenity [is] premised on concepts that 'fair warning should be given to the world in language that the common world will understand, of what the law intends to do if a certain line is passed' and that '*legislatures and not courts should define criminal activity*,'" emphasis added); and *Ratzlaf v. United States*, 510 U.S. 135, 148-149 (1994) (same).

These two principles of strict construction of criminal statutes compel the conclusion that use of the "walks like a duck" approach to statutory construction employed by the trial court is inappropriate when construing *criminal* statutes.⁵¹ The "duck" approach impermissibly

⁵¹ Though judicial use of this "duck" test is rare, when used, it is *almost* always in connection with contracts or civil statutes. The sole exception to that is *People ex rel. Lockyer v. Pacific Gaming Technologies*, 82 Cal.App.4th 699, 700-702, n. 1 (2d Dt. 2000), involving a very different device which in fact met all the statutory slot machine elements. In *dictum*, and citing only cases involving contract terms or *civil* legislation as precedent, *Lockyer* articulated the "walks like a duck" language which the trial court, unlike *Lockyer* itself, utilized *in lieu of* making specific findings that all the statutory "slot machine" elements were present. *Id.*

Lockyer involved a vending machine which was activated by inserting either a \$1, \$5 or \$10 bill, and based on chance, dispensed winning tickets good for cash prizes. Unlike in *Trinkle*, there was no showing, nor did the vending machine operator contend, that the vending machine operated in a pre-determined or non-random manner.

CT 7, ¶¶ 16-a, 16-b and 16-d).⁵³ Under the *uncontroverted* facts in this case, the computers in Appellant's business did not meet the required elements of *any* of these three statutory provisions banning use of "slot machines."

1. The relevant statutes.

P.C. § 330a describes the type of "slot machine" it prohibits in subsection (a):

"(a) Every person, who has in his or her possession or under his or her control, either as owner, lessee, agent, employee, mortgagee, or otherwise, or who permits to be placed, maintained, or kept in any room, space, inclosure, or building owned, leased, or occupied by him or her, or under his or her management or control, **any slot or card machine, contrivance, appliance or mechanical device, upon the result of action of which money or other valuable thing is staked or hazarded, and which is operated, or played, by placing or depositing therein any coins, checks, slugs, balls, or other articles or device, or in any other manner and by means whereof, or as a result of the operation of which any merchandise, money, representative or articles of value, checks, or tokens, redeemable in or exchangeable for money or any other thing of value, is won or lost, or taken from or obtained from the machine, when the result of action or operation of the machine, contrivance, appliance, or mechanical device is dependent upon hazard or chance . . . , is guilty of a misdemeanor.**" (Emphases added.)

P.C. § 330b defines the type of "slot machine" it prohibits in subsection (d):

(d) For purposes of this section, **"slot machine or device"** means a machine, apparatus, or device that is adapted,

⁵³ The Complaint asserts that Appellant operated a "slot machine" in violation of P.C. §§ 330a and 330b. In contrast, it asserts that Appellant operated "gambling devices" in violation of P.C. § 330.1. However, the term "gambling devices" does not even *appear* in P.C. § 330.1. That statute, instead, prohibits operation of a "slot machine." Accordingly, Appellant assumes, at least *arguendo*, that the only charges made against him under these three statutes involve operating illegal "slot machines."

Originally, the sole Penal Code provision prohibiting “slot machines” was P.C. § 330a. However, *Chapman v. Aggeler*, 47 Cal.App.2d 848 (2d Dt. 1941), and *Atlas Finance Corporation v. Kenny*, 68 Cal.App.2d 504 (2d Dt. 1945), held that the statute did not prohibit the operation of actual slot machines used only for entertainment purposes, nor did it prohibit mere possession of such machines absent their use for gambling purposes. In response to those decisions, two supplemental parallel statutes were passed in 1950 containing nearly identical language, codified as P.C. §§ 330b and 330.1.⁵⁴ Those statutes retained the same basic definition of a “slot machine” as set forth in § 330a, but additionally criminalized, *inter alia*, mere possession of such a device (subject to certain specific exceptions provided for therein).

Accordingly, since the operative *definition* of a slot machine did not materially change, if a device fails to meet all the elements of a “slot machine” under either § 330b or § 330.1, it necessarily will also fail to qualify as a “slot machine” under § 330a. Instructively, the subsequent case law involving the definition of “slot machines” has dealt almost exclusively with cases arising under either § 330b or 330.1 (or both).

3. Appellant’s computers did not meet any of the statutory elements for “slot machines” under Penal Code §§ 330a, 330b or 330.1

Appellant's computers did not violate *any* of the three mandatory statutory elements for establishing a slot machine, much less all three.

The definitive case interpreting the meaning of a “slot machine” under these statutes, *and the one ignored by the People in this enforcement*

⁵⁴ See *Trinkle v. California State Lottery*, 105 Cal.App.4th 1401, 1409, n. 7 (3d Dt. 2003).

statutory exemption for the Scratchers game.⁵⁶ However, it acknowledged that it was required to independently determine whether, even if for a lawful lottery, the devices used to dispense the tickets constituted illegal "slot machines."

Initially, the court observed that even though P.C. §§ 330b and 330.1 were passed in the same legislative session and had slightly different language, their definitions of the term "slot machine" were "similar"⁵⁷ and should be treated "as one and the same."⁵⁸

Concluding first that the lottery tickets themselves were legal (because the State was granted a statutory right to hold a lottery), *Trinkle* said that "the question tendered for our determination [is] whether the mere use of a vending machine by [the state lottery authorities] to dispense lottery tickets transforms the lawful sale of a Scratchers ticket into an unlawful use of a slot machine." *Id.* at 1408-1409. The court concluded that determining whether the machines were legal or illegal required it to carefully evaluate *all* the elements of the statutory definitions of "slot machine" found in sections 330b(d) and 330.1(f). *Id.* at 1409-1412. It then

⁵⁶ 105 Cal.App.4th at 1406. Unlike Appellant's sweepstakes program, the state's Scratchers game did not have any "free entry" option, so it would have been an illegal lottery but for these express constitutional and statutory exemptions.

⁵⁷ *Id.* at 1409.

⁵⁸ *Id.* at n. 7, last sentence. Moreover, the People have never contended that any machines are included under the definition of "slot machine" in § 330a which are not already included under either §§ 330b or 330.1. Consequently, for all practical purposes, *Trinkle's* articulation of the three statutory elements for a "slot machine" is entirely controlling here.

(a) Nothing is inserted into the computers.

The first element identified in *Trinkle* for whether something is a slot machine is: "(1) the insertion of money or other object which causes the machine to operate." 105 Cal.App.4th at 1410. It is undisputed that no money or other object was inserted into Appellant's computers, or a fortiori, was inserted in order to cause them to operate. This is a *required* element under *Trinkle's* authoritative construction of these statutes. Without satisfying this element, a device cannot properly be characterized as a "slot machine." Since the People totally failed to demonstrate that anything was inserted into these computers in order to cause them to operate, they necessarily failed to demonstrate a probability that these machines would be found to constitute "slot machines" at trial. Consequently, the preliminary injunction should not have issued.

The Legislature has created Penal Code provisions criminalizing *numerous* different types of gambling activities or devices, but the statutory category of "slot machine" is limited to that particular type of gambling device into which "money or other object[s]" are physically inserted. As *Trinkle* makes clear, a computer or other device not involving physical insertion *cannot* be a "slot" machine under current California law. Accordingly, since no money or other object was inserted into Appellant's computers, the People cannot demonstrate any likelihood that they will prevail in demonstrating operation of a "slot machine" at trial.⁶²

⁶² It is indisputable that the Legislature *could* create a *new* criminal offense which would include mere computers used for gambling purposes. That, of course, is its prerogative. It could carefully define such an offense and give fair notice of what is allowed or prohibited. (Here though, the computers were not even *used* for gambling purposes, since the playing of the interactive game simulations had no effect on the outcome.) It could carefully define such an offense and give fair notice of what is allowed or

to enter, since the computer did not function in a random or chance manner from that point, it is no different from the machine found lawful in *Trinkle*.

Trinkle observed that the *sequential* nature of the lottery tickets which the machine made available meant that the operation of the machine was predictable because it would always dispense whatever ticket was the next available lottery ticket at the top of the selected stack in the machine. As the court observed: "Nothing about the machine or its operation by the customer alters the order in which the tickets were arranged at the time they were printed." *Id* at 1411. The same was true here, of course.

When Appellant's customer selected a pool to enter (just as the customer in *Trinkle* selected the stack from which to draw a Scratchers ticket), the machine assigned the next sequentially available entry result in that pool. Nothing about the *operation of the machine* involved any chance or randomness.

That Appellant's computers provided the customer with an entertaining pseudo-interactive interface *simulating* games of chance did not convert this entertainment option into an *actual* game of chance. (The analogy to *Trinkle* would be to the "entertainment" provided to customers by being able to scratch off their tickets in order to reveal whether they had a winner. However, whether they had a winner was neither affected nor determined by their scratching -- it was merely revealed. The ticket was either already a winner, or it was not. The same was true here. Once a customer selected a sweepstakes pool, the computer gave the customer the next sequential result in that pool. In short, Appellant's computers are *exactly* the same, for statutory construction purposes, as the machines which *Trinkle* found to be outside the scope of the slot machine statutes.

advised that playing the simulated games on the computer was for entertainment purposes only and had no impact on whether they won anything.⁶⁴ They could just as easily have learned whether they had won anything *without* playing the pseudo-interactive games. They could either have pressed the "Instant Reveal" feature on the computer or, alternatively, they could have gone to the clerk in the store and asked the clerk to disclose whether they had won anything.⁶⁵ Alternatively, they could have obtained the identical informative result by utilizing the Instant Reveal choice available on their computer's monitor.

Because winning anything does not result from "the chance operation of the machine," Appellant's computers do not qualify as "slot machines" within the authoritative construction of that term in P.C. §§ 330a, 330b and 330.1 as rendered in *Trinkle*, and Appellant was entitled to *rely* on *Trinkle's* construction of these statutes.

In summary, if any *one* of the three elements of the statutory definition of "slot machines" was absent, there could not have been any probability of success on the merits. Here, the People have not demonstrated that *any* of these three elements had been met, nor, as this uncontroverted record conclusively shows, can they. Consequently, they have not demonstrated a probability of success on the merits, and the preliminary injunction prohibiting operation of Appellant's computers as "slot machines" was unjustified and should be reversed.

⁶⁴ Walker Dec. I, at CT 44, ln. 25 through CT 45, ln. 2, and CT 51, third unnumbered paragraph.

⁶⁵ *Id.* and Walker Dec. I, CT 45, ¶ 8, lns. 18-21.

As the uncontroverted evidence establishes, and as in *Trinkle*, the winning sweepstakes results at Appellant's business were all "fixed at the outset" by Appellant's software manufacturer and then "distributed among the winners." Appellant had no interest in the outcome of the "reveals" on these machines. In short, as the record makes clear, Appellant's computers were clearly not any type of house-banked game. In connection with the sweepstakes program, they merely distributed a fixed and pre-determined number of winning sweepstakes prizes, an outcome in which Appellant had no interest.

D. Appellant did not violate any California statutes prohibiting the operation of a "lottery."

The Complaint further alleges that Appellant's business constituted the operation of a "lottery" in violation of P.C. § 319 (Complaint, CT 7, ¶ 16-c).

P.C. § 319 defines a "lottery" as:

"any scheme for the disposal or distribution of property by chance, among persons who have paid or promised to pay any valuable consideration for the chance of obtaining such property or a portion of it, or for any share or any interest in such property, upon any agreement, understanding, or expectation that it is to be distributed or disposed of by lot or chance, whether called a lottery, raffle, or gift enterprise, or by whatever name the same may be known."

The leading California case interpreting the "lottery" definition of P.C. § 319 is *California Gasoline Retailers v. Regal Petroleum Corporation*, 50 Cal.2d 844 (1958). That case involved charges that each of three different groups of defendants (consisting of different associations of gasoline service stations) had conducted a "lottery" as defined in P.C. § 319. All three groups of defendants engaged in "giveaway" programs

case relied on below by the People to persuade the trial judge in the present case that Appellant ran a "lottery," Appellant addresses it here.

In *Gonzales*, every movie theater patron received one prize ticket with the purchase of a movie ticket, and another prize ticket when leaving the theater. Because the second prize ticket was given free of charge, the defendant contended that one could participate for free; consideration was not a necessary element of the transaction and, thus, there was no lottery. The court rejected that argument because the only people who got the "free" ticket were those who had already *purchased* a ticket. It was in *that* context that it stated the words used out of context below by the People to persuade the trial court to issue a preliminary injunction. Specifically, *Gonzales* stated that in order for the "no consideration" defense to prevail, the "no purchase necessary" option must entail a "general or indiscriminate distribution of the drawing tickets to persons irrespective of whether they paid."⁶⁸ Since the distribution there was only to those customers who had already paid, *Gonzales* could not claim that no consideration was required to get a ticket.

The *Gonzales* court reasoned that to be entitled to the claimed defense, the theater would *also* have to have given free prize tickets to persons who did *not* purchase tickets. That free entry option, however, is

⁶⁸ Erroneously relying on *Gonzales*, the People argued below that Appellant's conduct was an illegal lottery under *Gonzales* because (the People incorrectly asserted): "Defendant certainly does not engage in the general indiscriminate distribution of the opportunity to win money irrespective of whether a person has paid or not." CT 79, lns. 8 - 9. The record here demonstrates otherwise. Any who wanted to could freely participate in Appellant's sweepstakes program. CT 45, ¶ 7, CT 51, second unnumbered paragraph, and CT 68, ¶ 4.

including its specific interpretation and application of the "consideration" element).

Since the uncontroverted facts demonstrate that any adult could participate in Appellant's sweepstakes promotion without being required to purchase *anything*, as a matter of law, the People failed to establish any probability or likelihood that Appellant conducted a "lottery."⁷⁰

To the extent the challenged preliminary injunction prohibits Appellant from conducting or operating his sweepstakes program because the State believes it to be a "lottery," the trial court clearly erred in issuing such order because, uncontrovertably, there *was* no lottery. Accordingly, that erroneous order should be reversed.

⁷⁰ A fortiori, under the previously discussed "rule of lenity," Appellant was entitled to rely upon the clear holding in *California Gasoline Retailers*.

CONCLUSION

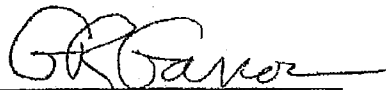
For all the reasons above, the People have not met their burden to demonstrate the necessary statutory elements for *either* the existence of a "slot machine" or a "lottery." Since the statutory elements were not established, there was no basis for the trial court's exercise of judicial taxonomy, since it could not fairly conclude that the People had shown a "duck." Rather than a duck, at best, all that has been shown is a turkey.

Accordingly, Appellant respectfully urges this Court to reverse the trial court's order granting the preliminary injunction below. Moreover, since the facts are uncontroverted and the dispute between the parties hinges solely on legal interpretation, Appellant respectfully requests that this Court direct the trial court to order dismissal of the action on remand.

Respectfully submitted,

Dated: January 25, 2013

John H. Weston
G. Randall Garrou
Jerome H. Mooney
Weston, Garrou & Mooney

by 
G. Randall Garrou
Attorneys for Appellant

COPY

ENDORSED

APP-002

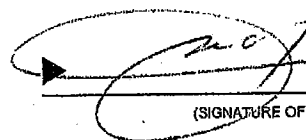
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): John H. Weston, Esq. (SBN 46146); Jerome H. Mooney (SBN 199542) Weston, Garrou & Mooney 12121 Wilshire Blvd., Ste. 525 Los Angeles, CA 90025 TELEPHONE NO.: 310-442-0072 FAX NO. (Optional): 310-442-0899 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Phillip Walker		FOR COURT USE ONLY FILED KERN COUNTY AUG 08 2012 TERRY McNALLY, CLERK BY _____ DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Kern STREET ADDRESS: 1415 Truxtun Avenue MAILING ADDRESS: 1415 Truxtun Avenue CITY AND ZIP CODE: Bakersfield, CA 93301 BRANCH NAME: Metropolitan Division		F065451
PLAINTIFF/PETITIONER: The People of The State of California DEFENDANT/RESPONDENT: Phillip Walker		
☒ NOTICE OF APPEAL ☐ CROSS-APPEAL (UNLIMITED CIVIL CASE)		CASE NUMBER: S-1500-CV-276961 WDP
Notice: Please read <i>Information on Appeal Procedures for Unlimited Civil Cases</i> (Judicial Council form APP-001) before completing this form. This form must be filed in the superior court, not in the Court of Appeal.		

1. NOTICE IS HEREBY GIVEN that (name): **Phillip Walker**
 appeals from the following judgment or order in this case, which was entered on (date): **August 1, 2012**
- ☐ Judgment after jury trial
☐ Judgment after court trial
☐ Default judgment
☐ Judgment after an order granting a summary judgment motion
☐ Judgment of dismissal under Code of Civil Procedure sections 581d, 583.250, 583.360, or 583.430
☐ Judgment of dismissal after an order sustaining a demurrer
☐ An order after judgment under Code of Civil Procedure section 904.1(a)(2)
☒ An order or judgment under Code of Civil Procedure section 904.1(a)(3)-(13)
☐ Other (describe and specify code section that authorizes this appeal):
2. For cross-appeals only:
- a. Date notice of appeal was filed in original appeal:
- b. Date superior court clerk mailed notice of original appeal:
- c. Court of Appeal case number (if known):

Date: August 7, 2012

Jerome H. Mooney

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

City of Dublin

**Title 5
PUBLIC WELFARE**

Chapters:

- 5.04 Loitering**
 - 5.08 Fire Code**
 - 5.12 Parades and Events**
 - 5.16 Sound Amplification Equipment**
 - 5.20 Alarm Systems**
 - 5.24 Fireworks**
 - 5.28 Noise**
 - 5.32 Solid Waste Management**
 - 5.36 Animal Control**
 - 5.40 Hotel Registration**
 - 5.44 Bingo**
 - 5.48 Gaming**
 - 5.50 Internet Sweepstakes Cafes**
 - 5.52 Public Dances**
 - 5.56 Smoking Pollution Control**
 - 5.58 Medical Marijuana Dispensaries**
 - 5.60 Heritage Trees**
 - 5.61 Green Building Practices for City Projects**
 - 5.64 Property Maintenance**
 - 5.66 Maintenance of Foreclosed Residential Properties**
 - 5.68 Graffiti**
 - 5.70 Weeds and Refuse**
 - 5.72 Rodent and Fly Control**
 - 5.76 Solicitation at Accident Sites**
 - 5.80 Indecent Exposure**
 - 5.84 Use of CORPUS Data**
 - 5.88 Dangerous Weapons**
 - 5.90 Dangerous Weapons in City Council Chambers**
 - 5.92 Drinking in Public**
 - 5.94 Social Host Ordinance**
 - 5.96 Cruising**
 - 5.100 Parks and Recreation Areas and Facilities**
 - 5.104 Newsracks**
 - 5.108 Trip Reduction Program**
 - 5.112 Noise Mitigation Fee**
-

City of Dublin

**Chapter 5.50
INTERNET SWEEPSTAKES CAFES**

Sections:

- 5.50.010 Definitions.
- 5.50.020 Prohibitions.
- 5.50.030 Violations.
- 5.50.040 Exceptions.

5.50.010 Definitions.

A. "Computerized sweepstakes device" shall mean any computer, machine, game or apparatus which, upon insertion of a coin, token, access number, magnetic card or similar object, or upon payment of anything of value, may be operated by the public generally for use in a contest of skill, entertainment, amusement or chance whether or not registering a score, and which provides the user with a chance to win anything of value or any cash payout or anything that could be redeemed, directly or indirectly, for any cash payout and which is not regulated as gambling, a lottery or as a gaming device under state or local law.

B. "Internet sweepstakes cafe" shall mean any premises upon which a computerized sweepstakes device is located for the use or entertainment of the public, whether or not such premises has other business purposes of any nature whatsoever. (Ord. 16-12 § 1 (part))

5.50.020 Prohibitions.

- A. Internet sweepstakes cafes are prohibited within the city.
- B. It is unlawful for any person to establish, manage or otherwise engage in the business of operating an Internet sweepstakes cafe.
- C. It is unlawful for any person, either as owner, lessee, agent, employee, mortgagor, or otherwise, to knowingly permit any room, building or premises, or any furniture, fixtures, equipment or other article or anything of value to be used in the city for or in connection with any Internet sweepstakes cafe.
- D. The operation, conduct or maintenance of an Internet sweepstakes cafe is a public nuisance. (Ord. 16-12 § 1 (part))

5.50.030 Violations.

Any person violating, or causing or permitting to be violated, any of the provisions of this chapter shall be deemed guilty of a misdemeanor. (Ord. 16-12 § 1 (part))

5.50.040 Exceptions.

Nothing in this chapter includes or applies to any act which is made a public offense by any section of the California Penal Code or by any other law of the state of California. (Ord. 16-12 § 1 (part))

Attachment 4

The Dublin Municipal Code is current through Ordinance 3-13, passed February 5, 2013.

Disclaimer: The City Clerk's Office has the official version of the Dublin Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.ci.dublin.ca.us/>

(<http://www.ci.dublin.ca.us/>)

City Telephone: (925) 833-6600

Code Publishing Company

(<http://www.codepublishing.com/>)

eLibrary

(<http://www.codepublishing.com/elibrary.html>)

Attachment 5

Brentwood Municipal Code[Up](#)[Previous](#)[Next](#)[Main](#)[Expand](#)[Search](#)[Print](#)[No Frames](#)**Title 5 BUSINESS LICENSES, TAXES AND REGULATIONS****Chapter 5.04 BUSINESS TAX CERTIFICATION****Chapter 5.08 BUSINESS LICENSE SURTAX****Chapter 5.12 AMUSEMENTS****Chapter 5.14 MECHANICAL OR ELECTRONIC GAMES****Chapter 5.16 AUCTIONS****Chapter 5.20 CLEANING AND DYEING ESTABLISHMENTS****Chapter 5.24 BRENTWOOD CABLE TELEVISION****Chapter 5.28 CONTRACTORS****Chapter 5.32 HOTELS, RESTAURANTS, VEHICLE COURTS AND MULTIPLE DWELLING UNITS****Chapter 5.36 HOUSE MOVERS****Chapter 5.40 OCCULT ARTS****Chapter 5.44 PACKING AND PROCESSING PLANTS****Chapter 5.48 PEDDLERS AND SOLICITORS****Chapter 5.52 POOL HALLS****Chapter 5.56 POOL HALLS AND CARDROOMS****Chapter 5.58 BINGO GAMES****Chapter 5.60 TAXICABS****Chapter 5.64 TRUCKING AND HAULING****Chapter 5.68 MOBILE VENDING****Chapter 5.70 MASSAGE****Chapter 5.72 COMPUTER GAMING AND INTERNET ACCESS ESTABLISHMENTS**

Brentwood Municipal Code[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)[Title 5 BUSINESS LICENSES, TAXES AND REGULATIONS](#)**Chapter 5.72 COMPUTER GAMING AND INTERNET ACCESS ESTABLISHMENTS****5.72.010 Findings—Purpose.****A. Findings.**

1. The city council has considered written documentation, included in the staff report, documenting the link between computer gaming and Internet access establishments and criminal behavior and related detrimental neighborhood effects.

2. Computer gaming and Internet access establishments also often have local school students and minors as their target market, and thereby may encourage the assembly of significant numbers of minors without supervision by parents or guardians. Further, given concerns about high school attendance, such congregation of students should not be allowed during regular school hours.

3. The city council of the city of Brentwood finds that the Brentwood Municipal Code does not currently provide adequate standards and regulations concerning the review, approval and operation of computer gaming and Internet access establishments. As a result, the city may be vulnerable to the detrimental impacts that have become frequently associated with the activities of computer gaming and Internet access establishments.

4. The city council seeks to regulate computer gaming and Internet access establishments to promote the protection of the public from the dangers of fire and hazards to health, to ensure the full protection of minors, and for the general preservation of the peace and welfare of this community.

5. The intent of this chapter is to protect the city, its neighborhoods, and its inhabitants from the detrimental effect of computer gaming and Internet access establishments, while allowing for their establishment as consistent with state and federal laws and regulations.

6. The city council further finds that this chapter constitutes a matter of city-wide importance and is not directed towards or targeted at any particular parcel of property, any particular business or any proposed occupant or development.

B. Purpose. It is the purpose and intent of this chapter to regulate computer gaming and Internet access establishments to promote the protection of the public from the dangers of fire and hazards to health, to ensure the full protection of minors, and for the general preservation of the peace and welfare of this community. It is the intent of the city to establish minimally intrusive protocols to provide reasonable accountability for computer gaming and Internet access and use at computer gaming and Internet access establishments. The city finds such accountability to be reasonably necessary to minimize the risk of use of the computer and/or Internet by persons at computer gaming and Internet access establishments for criminal purposes and to increase the opportunities for safe apprehension of such persons patronizing computer gaming and Internet access establishments for criminal purposes, while recognizing the rights of individuals to use the Internet and computer gaming and Internet access establishments for legitimate purposes. (Ord. 907 § 2, 2012)

5.72.020 Definitions.

A. “Computer gaming and Internet access establishment” means an establishment that provides more than four computers or other electronic devices for access to the World Wide Web, Internet, e-mail, video games or computer software programs which operates 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 establishment is synonymous with a personal computer (“PC”) café, Internet café, cybercafé,

sweepstakes gaming facilities, Internet sales business and Internet center, but does not include a public use or Internet learning center as defined herein.

B. "Public use or Internet learning center" means an establishment that provides computer access which is operated by the city of Brentwood, a school district, a library, a college district, or a private institution of learning which provides classes in computer instruction or uses computers to aid in academic instruction or a nonprofit organization which does not receive compensation in any form other than school tuition. (Ord. 907 § 2, 2012)

5.72.030 Computer gaming and Internet access establishments—License required.

It is unlawful for any person to engage in, conduct or carry on, in or upon any premises or real property located within the city, the activities of a computer gaming and Internet access establishment, unless such person has been granted a valid license pursuant to the provisions of this chapter. A separate license shall be required for each location within the city where a computer gaming and Internet access establishment is to be established. Public use or Internet learning centers shall be exempt from the license requirements herein. (Ord. 907 § 2, 2012)

5.72.040 Term of license.

The term of a computer gaming and Internet access establishment license, unless sooner suspended or revoked, shall be one year. (Ord. 907 § 2, 2012)

5.72.050 Renewal of license.

A computer gaming and Internet access establishment license, issued pursuant to the provisions of this chapter, that has not been suspended or revoked, may be renewed, upon payment of the renewal nonrefundable application fee, for a period not to exceed one year upon written application to the chief of police made at least sixty days prior to the expiration date of the current valid license. This application for renewal of license shall contain all of the information required by Section 5.72.060 of this chapter and shall be processed in accordance with the provisions of this chapter. (Ord. 907 § 2, 2012)

5.72.060 License application and issuance.

A. Any person desiring to obtain a license or to renew an existing license to operate a computer gaming and Internet access establishment shall file a written application with the chief of police. The application shall be in addition to applications for any land use entitlements necessary to establish the use on the property identified on the application as the site of the proposed business. The application shall be signed under the penalty of perjury. Prior to submitting the application, a nonrefundable fee; in an amount established by resolution of the city council, shall be paid to the city to defray the cost of the investigation and issuance required by this chapter. The license issuance or renewal fee required under this chapter shall be in addition to any other license or fees required under this code, including, but not limited to, a business license from the city.

B. Neither the filing of an application for license or renewal thereof nor payment of an application or renewal fee shall authorize the operation of a computer gaming and Internet access establishment until such license has been granted or renewed by the city.

C. The application for a license required hereunder shall be on a form prescribed by the city manager and shall require all applicants for a computer gaming and Internet access establishment license or renewals thereof to furnish the following information:

1. The present or proposed address where the business is to be conducted;

2. The full and true name under which the business will be conducted;
3. The full and true name and any other names used by the applicant and owner if the owner is not the applicant of the business;
4. The applicant and owner's present residential and business addresses and telephone numbers;
5. Each residential and business address of the applicant and owner for the five-year period immediately preceding the date of filing the application and the inclusive dates of each address;
6. The California driver's license or identification number of the applicant and owner;
7. A precise description of the activities and/or services to be provided;
8. A detailed site and floor plan of the proposed business, depicting the building and unit proposed and including interior dimensions and off-street parking spaces required by the city's zoning code;
9. A detailed description of the food and beverage service, if any, that will be offered to patrons;
10. The dates and hours during which the computer gaming and Internet access establishment is desired to be conducted and a list of the fees to be charged patrons;
11. The names of persons responsible for the operation, management, and supervision of the computer gaming and Internet access establishment;
12. A statement as to whether the applicant, owner, or any person to be responsible for operation, management, and supervision of the computer gaming and Internet access establishment has, within the past five years, had any permit or license issued in conjunction with a computer gaming and Internet access establishment in any jurisdiction, and if so, then the application shall provide the name of the issuing agency and the date of issuance of any such permit(s) or license(s). If any such permit or license was revoked or suspended, the application shall provide the date of suspension or revocation and an explanation of the suspension or revocation;
13. Signature of the property owner indicating approval of the submission of the license application;
14. Live Scan examination (fingerprint check) of all persons responsible for the operation, management and supervision of the computer gaming and Internet access establishment, subject to the discretion of the chief of police; and
15. Such other information as the chief of police may require to discover the truth of the information to be provided in the application.

D. A notice of intent to apply for permits for a computer gaming and Internet access establishment must be posted on the premises in question within five days of the filing of an application for any permit hereunder in addition to the public notice requirements of this municipal code.

E. The applicant shall present proof to the chief of police that the required application or application renewal fee has been paid, and shall present the application containing the information and supporting documentation required by subsection C of this section. A copy of the application shall be distributed to the city's community development department, the police department and the fire district for review.

F. When any change occurs regarding the written information required by subsection C of this section to be included in the application, the applicant or license holder, as the case may be, shall give written notification of such change to the chief of police within five business days of such change.

G. The chief of police shall have a reasonable time, not to exceed thirty days, to determine whether the police department has received sufficient information on the application to approve or deny said application. If sufficient information has not been received, the chief of police will notify the applicant of any specific information needed to deem the application complete. Once the chief of police has received sufficient information to deem the application complete, the police department shall have an additional thirty days to investigate the facts set forth in the application and to receive comments from the city's community development department, the police department and the fire district. The chief of police shall, within thirty days after the date

that the application is deemed complete, grant the license or renewal thereof only if it is found that all of the following requirements have been met:

1. The required fees have been paid;
 2. The application is complete, and all information contained therein conforms in all respects to the provision of this chapter;
 3. The applicant has not knowingly made a material misrepresentation of fact in the application;
 4. The applicant has not owned, operated, or associated with any computer gaming and Internet access establishment, or any similarly licensed or permitted establishment, that has had its license, certificate, or permit revoked by the city or any public agency during the seven years preceding the date of the application;
 5. The applicant has not been successfully prosecuted under the Red Light Abatement Act (California Penal Code Section 11225 et seq.) or any similar law in another jurisdiction during seven years preceding the date of the application;
 6. The applicant has never been convicted of, or pled guilty or no contest to an offense involving the sale of a controlled substance specified in Sections 11054, 11055, 11056, 11057, 11058, 11351, 11352, 11358 through 11363 or 11378 through 11380 of the California Health and Safety Code, or equivalent offenses under the laws of another jurisdiction, even if expunged pursuant to Penal Code Section 1203.4; or
 7. The computer gaming and Internet access establishment as proposed by the applicant would fully comply with all applicable city, county and state laws, including, but not limited to, the city's building, zoning, health, and fire safety ordinances and standards;
 8. The proposal for the computer gaming and Internet access establishment, as described in the application, includes all reasonable measures to ensure that the business would not generate criminal activities, present unnecessary criminal opportunities, or tend to cause violations of curfews by minors due to failure to comply with federal or state law or the municipal code, including, but not limited to, the operational standards set forth in Section 5.72.110;
 9. The applicant is at least eighteen years of age; and
 10. The computer gaming and Internet access establishment site and floor plan have been reviewed by the city's community development department and the police department and fire district, which have approved the same as well as all fire and panic safety equipment required to be installed; all requirements of the Americans with Disabilities Act have been satisfied; and that the maximum occupancy has been established, will be posted, and will not likely be exceeded based on the floor plan.
- H. No operator shall install or allow any Internet gaming or computer equipment to be installed in any place of business that requires a permit as provided for in this chapter unless and until the operator has been issued such a permit.
- I. If the chief of police does not find that all of the requirements of subsection G of this section have been met, the application shall be denied.
- J. In the event that an application for a license or renewal thereof is denied, written notice of the denial shall be given to the applicant within sixty days after the date of the filing of the application, specifying the grounds of the denial and a description of the hearing rights provided by Section 5.72.070. Notice of denial of the application may be personally served or served by first class postage-prepaid and addressed to the applicant at the address set forth in the application. Mailed notice shall be deemed received three days after mailing. (Ord. 907 § 2, 2012)

5.72.070 Appeal.

- A. A decision of the chief, or designee, under this chapter may be appealed to the city manager. The person

filing an appeal shall do so in writing, accompanied by the appeal fee as prescribed by a resolution of the city council, within ten days after the decision being appealed, and shall state specifically the grounds for the appeal.

B. The city manager or designee shall hear the appeal within ten working days, after giving the permittee at least five days written notice of the time and place of the hearing. The decision of the city manager or designee is final.

C. Failure to appeal an action of the chief of police or designee under this chapter shall be deemed a failure of the applicant/permittee to exhaust their administrative remedies.

D. The time for a court challenge to a decision under this section is governed by California Code of Civil Procedure Section 1094.8 and notice of the city's decision and its findings shall include citation to California Code of Civil Procedure Section 1094.8. (Ord. 907 § 2, 2012)

5.72.080 Transfer of license.

Unless prior application is made, thereafter approved, and a license issued thereon, upon the sale or transfer of any interest in a computer gaming and Internet access establishment, the license shall immediately become null and void. A new application must be made and a new fee paid by any person desiring to own or operate the computer gaming and Internet access establishment. Any application involving the sale or transfer of any interest in an existing computer gaming and Internet access establishment and any license which may thereafter be granted shall be subject to the provisions of this chapter. (Ord. 907 § 2, 2012)

5.72.090 Alterations to computer gaming and Internet access establishments.

A. A holder of a valid computer gaming and Internet access establishment license shall notify the chief of police, in writing, of any proposed change in the business location, floor plan or business name at least thirty days prior to such change.

B. Nothing in this section shall excuse the owner of a computer gaming and Internet access establishment from obtaining any other approvals necessary to change in location, floor plan or business name, including, but not limited to, building permits. (Ord. 907 § 2, 2012)

5.72.100 License revocation.

A. If the city finds that any person holding a computer gaming and Internet access establishment license has violated or allowed the violation of any of the provisions of this chapter, or has failed to comply with any requirements of the chief of police issued pursuant to Section 5.72.110(G) or (I), or has conducted business in a manner that could have been grounds for a license denial, the license may be revoked following notice and hearing.

B. No application shall become effective until the license holder has been notified in writing of the right to a hearing pursuant to the provisions of Section 5.72.070 of this chapter.

C. If the request for hearing is filed within ten calendar days from the notice provided in subsection B, the city shall conduct an appeal hearing as provided in Section 5.72.070. The revocation shall be stayed pending the decision, unless, in the determination of the city manager, immediate suspension pending the hearing is necessary due to an immediate threat to public health, safety or welfare. Otherwise, the revocation shall become effective upon expiration of the appeal period or expiration of the current license, whichever comes first. (Ord. 907 § 2, 2012)

5.72.110 Operational standards and regulations.

Unless an exception is specifically granted by the city to the licensee, all computer gaming and Internet access establishments shall establish and remain in compliance with the following:

A. Prohibitions Regarding Minors.

1. Minors (under eighteen years of age) shall not be permitted to enter or remain in a computer gaming and Internet access establishment during any time that he or she is required to be in attendance at school unless accompanied by a parent or legal guardian.

2. Minors (under eighteen years of age) shall not be permitted to enter or remain in any computer gaming and Internet access establishment during the hours of the curfew for minors established under municipal code Section 9.68.010 (between the hours of ten p.m. and five a.m., Sunday, Monday, Tuesday, Wednesday, and Thursday, or twelve a.m. and five a.m. on Friday and Saturday).

3. Signs shall be placed at the entrance of the business and inside the business setting forth these restrictions in lettering of at least two inches in size.

B. Hours of Operation. The computer gaming and Internet access establishment shall not be open to customers, patrons or any member of the public between the hours of twelve a.m. and eight a.m. on Friday, Saturday and Sunday or between the hours of eleven p.m. and eight a.m., Monday through Thursday.

C. Interior Waiting Area. An interior waiting area of not less than eight seats shall be provided for customers waiting to use a computer. The number of seats shall be increased by one for every five additional computers beyond twenty-five computers in the business. No outside waiting or seating area is permitted.

D. No Smoking or Consumption of Alcoholic Beverages. No person shall be permitted to smoke or consume alcoholic beverages on the inside of the premises. The sale of cigarettes and alcohol on the premises is prohibited. No intoxicated or disorderly persons shall be allowed to remain on the premises.

E. Staffing. Employees shall be at least eighteen years of age. There shall be a minimum of two employees staffing the computer gaming and Internet access establishment during all working hours with at least one manager or supervisor. The ratio of employees to computers and/or other electronic devices to access the Internet shall be 2:15. During each employee's work hours, the employee shall wear a badge identifying the business and the employee's full name. Security personnel indicated in subsection I, shall not be included in this minimum staffing number.

F. Occupancy. Occupancy shall not exceed that required under the uniform building code and the uniform fire code. The maximum occupancy load shall be posted at the main entrance.

G. Surveillance System.

1. The chief of police may require a computer gaming and Internet access establishment operator to install a digital camera/video surveillance system on the premises if the police department determines, in its sole discretion, that there are or have been repeated calls for police services, or there exists a strong likelihood that the computer gaming and Internet access establishment will create a need for repeated calls for police services, relating to the premises including, but not limited to, assaults, public intoxication, vandalism, gang activities, weapons offenses, disturbances of the peace, and juvenile crimes including truancy. This requirement may be imposed before or after issuance of the license.

2. In the event of such a determination, the establishment shall maintain and operate a camera/video surveillance system during all business hours. The system shall cover the entire interior of the premises and all entrances to and exits from the establishment. Tapes/disks shall be kept a minimum of fourteen calendar days, or as required by the chief of police. The owner shall permit a representative of the police department's office to inspect the tapes/disks during business hours.

3. A sign shall be posted inside and at the entrances to the establishment indicating that the premises are under camera/video surveillance.

H. **Window Coverings.** Windows and window areas shall not be covered, tinted or made opaque in any way, or obscured in any way by landscaping, floor displays, equipment or the like, excepting during daylight hours when partial blinds or other equivalent window coverings may be used, provided that the interior remains visible from the public right-of-way.

I. **Security Guards.**

1. All computer gaming and Internet access establishment operators shall provide one or more security guards on the premises, with the number of security guards to be determined by the chief of police. In the event there are repeated calls for police services relating to the premises including, but not limited to, assaults, gang activity, weapons offenses, disturbances of the peace and juvenile crimes including truancy, the chief of police may require additional security guards during specific hours or during all business hours, if deemed necessary.
2. The security guard shall be uniformed and shall be employed by a private patrol operator that is currently licensed with the California Department of Consumer Affairs. The name of the patrol operator with the state license number and the guard registration numbers shall be provided to the police department. Any changes to the patrol operator shall be approved by the police chief at least two working days prior to the patrol operator taking over security at the business.
3. The security guard shall also patrol the exterior of the business and any parking lot areas.
4. The chief of police may require more than one security guard if there are more than fifteen computers or similar devices or continued repeated calls for service indicate that one security guard is not adequate.

J. **No Adult-Oriented Business.** No adult-oriented business activities, as defined in Section 17.690.020 of this code, shall be allowed on the premises of any computer gaming and Internet access establishment. Any access to websites featuring adult theater or any use constituting an adult arcade, as each is defined in Section 17.690.020, is prohibited.

K. **No Other Amusement Devices.** No pool tables or other amusement devices not directly related to the Internet and similar computer devices shall be permitted in the business.

L. **No Tournaments.** No gaming tournaments for cash prizes deemed to be gambling under the provisions of state law shall be permitted.

M. **Interior Signs.** User rates and other fees must be conspicuously posted on the premises.

N. **No Illegal Gambling.** Under no circumstances shall electronic game machines, which include computers and other amusement devices, be used for illegal gambling or gaming. The applicant shall be responsible for ensuring customers do not use any electronic game machine for illegal gaming or gambling.

O. **No Litter.** The applicant shall provide adequate trash receptacles both inside and outside of the building. The applicant shall keep the outside of the business, including the parking lot servicing the establishment, free of litter, trash and debris.

P. **No Private Booths.** Any booth or individual computer use area within the business shall be visible from a continuous and accessible main aisle in a public portion of the computer gaming and Internet access establishment, and shall not be obscured by any door, curtain, wall, two-way mirror or other device which would prohibit a person from seeing the entire interior of the booth/individual viewing area from the main aisle. Further, no one shall maintain any booth/individual viewing area in any configuration unless the entire interior wherein the computer that is being used is visible from one main aisle. No doors are permitted on a booth/individual viewing area. No partially or fully enclosed booth/individual viewing areas or partially or fully concealed booth/individual viewing areas shall be maintained.

Q. **Alarm System.** The chief of police may require a specific computer gaming and Internet access establishment operator to install an alarm system that distinguishes between a burglary and a robbery. The system shall monitor twenty-four hours per day. All public entrance and exit doors to the business shall have electronic monitoring systems that produce a sound when a person traverses the doorway. If required by the chief

of police, the system shall be electronically connected with the police department if activated.

R. Number of Computers. The number of computers or similar devices in any computer gaming and Internet access establishment shall not exceed one per thirty square feet of floor area that is dedicated to the placement of computers for rent or charge.

S. Outside Lighting. Lighting shall be provided for security outside the establishment, subject to the review and approval of the community development department. (Ord. 907 § 2, 2012)

5.72.120 Abatement of nuisance.

Any computer gaming and Internet access establishment operated, conducted or maintained contrary to the provisions of this chapter shall be and is hereby declared to be unlawful and a public nuisance under Chapter 8.00 of this municipal code, and the city may, in addition to or in lieu of any other remedy, commence an action or proceeding for the abatement, removal or enjoyment thereof, and may take such other steps and apply to such court or courts as may have jurisdiction to grant such relief to abate or remove such establishment and restrain and enjoin any person from operating, conducting or maintaining a computer gaming and Internet access establishment contrary to the provisions of this chapter. (Ord. 907 § 2, 2012)

5.72.130 Penalty.

It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable therefor by a fine of not more than one thousand dollars, by imprisonment in the County Jail for a period of not more than six months or by both such fine and imprisonment. Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of any provision of this chapter is committed, continued or permitted by such person and shall be deemed punishable therefor as provided in this section. (Ord. 907 § 2, 2012)

5.72.140 License and appeal fees.

The council shall, by resolution, set a fee for application for, and for renewal of, a computer gaming and Internet access establishment license, and for an appeal of a decision of the chief, or designee, under this chapter as described in Section 5.72.070. (Ord. 907 § 2, 2012)

5.72.150 Severability.

If any section, subsection, clause, phrase or portion of this chapter is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. (Ord. 907 § 2, 2012)

MEMORANDUM



DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager
Donna Silva, Finance Director

SUBJECT: RESOLUTION APPROVING THE COMMUNITY FACILITIES FEE PROGRAM NEXUS STUDY UPDATE AND ADOPTING REDUCED COMMUNITY FACILITY FEES

RECOMMENDATION

Staff recommends Council adopt Resolution No. 38-2013.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 38-2013 will approve the Community Facilities Fee Program Nexus Study Update and adopt reduced Community Facility Fees. Although the updated Nexus Study allows for an increase in Community Facility Fees, the Resolution will adopt a reduction in these fees in order to help promote development and economic growth within the City of Rancho Cordova.

BACKGROUND

On May 17, 2004, the Council approved a Nexus Study establishing a Community Facility Fee Program (the "CFF Program"). The purpose of the CFF Program was to establish development impact fees for future facilities and equipment needed to accommodate the City's population growth. The facilities covered by the CFF Program included City Hall, Police Facilities and Equipment, Community Center, City Corporation Yard, Library, Museum and Parking Structure/Facilities.

After the CFF Program was established, additional public facilities and services necessary to serve development in the City were identified. The facilities and services included Animal Services, Telecommunications and Computer Systems and a Records Management System. The City hired a consultant to prepare a Supplemental Community Facility Fee Program Nexus Study which was approved by the Council on February 6, 2006, effectively establishing additional impact fees in the CFF Program.

In addition to the CFF Program, the City inherited and adopted other Impact Fee Programs. Two of those fee programs, the Villages of Zinfandel ("VOZ") and the Sunridge Specific Plan ("SRSP") area include a "Library Component". This has resulted in multiple funds being established to account for the revenue being received from various fee programs aimed at providing library facilities. In an effort to consolidate the collection of fees to fund library facilities in the City, staff is proposing to eliminate the collection of the VOZ and SRSP

Library Fees and solely collect the CFF Library Fee. This will not change the total amount paid by developers, however, it will streamline the administration of the fees. In a subsequent item before the Council tonight is an action to close the respective library funds and transfer the impact fees collected from those funds into the Community Facilities Fees Library Fund.

City Staff has been working with representatives from the Building Industry Association (BIA) on a Community Facilities Fee Program Nexus Study Update. On January 29, 2013, a joint recommendation was presented to the City Council during a City-BIA facilitated discussion on standards, costs, fees and strategies. City Staff received direction from the Council to implement a CFF fee for single family homes of \$3,400, which reflects a 20% reduction from the fee calculated in the Community Facilities Fee Program Nexus Study Update and a 15% reduction from the current CFF Fee of \$4,004.

Tonight's action will also consolidate the various CFF Funds that have been established in the City's accounting system into a single CFF Fund. The CFF Library Fee will continue to be accounted for in a separate fund since these fees will eventually be passed through to the Sacramento Public Library Authority.

DISCUSSION

While staff is recommending that the City Council approve the Community Facilities Fee Program Nexus Study Update (**Attachment 2**), the actual fees being implemented by the attached Resolution reflect staff's recommendation and Council's direction to reduce the fee for the single family dwelling unit to \$3,400. Staff interpreted the Council directive to also apply to multi-family residential and non-residential development, and therefore, the same percentage reduction is reflected in the proposed Fee Schedule.

The City will continue to work to decrease the program cost identified in the Nexus Study through various methods including, but not limited to, value engineering, construction cost updates, obtaining other funding sources, etc., to cover the funding gap created by a reduced fee. This reduction will not prevent the City from providing necessary facilities to accommodate new growth. Based on the population factors used in the Community Facilities Fee Program Nexus Study Update, new development's fair share of the cost to be funded by future growth equals 63% therefore, CFF fees will never fund more than 63% of any of the projects identified in the CFF Program.

The Fee Schedule shown in Exhibit A of the attached Resolution (**Attachment 1**) will be applied to all developments.

The following table provides a summary of the revisions to the fee schedule:

Proposed Community Facilities Fees ^[1]					
Effective March 19, 2013^[2]					
		Current CFF Fees	Proposed CFF Fees	Comm. Facility Components	Library Component
Residential					
Single Family	<i>per Unit</i>	\$4,004	\$3,400	\$2,822	\$578
Multi-Family	<i>per Unit</i>	\$3,129	\$2,657	\$2,205	\$452
Non-Residential					
Commercial	<i>per SF</i>	\$0.51	\$0.43	\$0.43	n/a
Office	<i>per SF</i>	\$0.83	\$0.71	\$0.71	n/a
Industrial	<i>per SF</i>	\$0.21	\$0.18	\$0.18	n/a

[1] Fee rates are inclusive of administrative charges

[2] Each January 1, starting January 1, 2014, the CFF Program fee will automatically be adjusted by the change in the 20-City Construction Cost Index as reported in the Engineering News Record for the twelve-month period ending October of the prior year

ATTACHMENTS

1. Resolution No. 38-2013 with Exhibit A
2. Community Facilities Fee Program Nexus Study Update

CITY OF RANCHO CORDOVA**RESOLUTION NO. 38-2013****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
THE COMMUNITY FACILITIES FEE PROGRAM NEXUS STUDY UPDATE AND ADOPTING
REDUCED COMMUNITY FACILITY FEES**

WHEREAS, on May 17, 2004, the City Council adopted Resolution No. 59-2004 establishing a Community Facility Fee ("CFF") program within the City to fund construction of municipal facilities; and

WHEREAS, it was determined, after the CFF program was established, that additional municipal facilities were needed to serve the increasing population; and

WHEREAS, on February 6, 2006, the Council adopted Resolution No. 06-2006 establishing supplemental community facility fees to fund construction of those additional municipal facilities; and

WHEREAS, on December 15, 2003, the City Council adopted Resolution No. 80-2003 imposing the Villages of Zinfandel Public Facilities Financing Plan Development Fees to finance the required offsite roadway and library facilities in the Villages of Zinfandel ("VOZ") Special Plan Area; and

WHEREAS, on June 7, 2004, the City Council adopted Resolution No. 79-2004 approving the Sunrise Douglas Community Plan Development Impact Fee Program Nexus Study to finance the required roadway, transit shuttle, supplemental offsite water, interim sewer, park and library facilities in the Sunridge Specific Plan ("SRSP") area; and

WHEREAS, in an effort to consolidate fees, it is the City's desire to discontinue collecting the library component of both the VOZ and SRSP fee programs and start collecting the full CFF Library Fee within these development areas; and

WHEREAS, the consolidation of library fees does not result in a new fee nor an increase in the current fees collected in these development areas; and

WHEREAS, the City retained the services of Goodwin Consulting Group to prepare an Community Facility Fee Program Nexus Study Update (the "CFF Program Nexus Study Update") dated February 22, 2013, incorporated by reference herein; and

WHEREAS, rather than accounting for individual municipal facilities, the CFF Program Nexus Study Update has combined all of the municipal facilities into a single community facility fee fund with the exception of the library fee which will continue to be reported in a separate fund since the library fees are passed through to the Sacramento Public Library Authority; and

WHEREAS, the City has been working with representatives from the Building Industry Association (BIA) to determine the appropriate level of fees to be collected under the CFF Program based on discussions regarding standards, costs, fees and strategies; and

WHEREAS, as a result of this effort, it is recommended the City implement a reduced CFF Program fee for single family homes totaling \$3,400, a 20% reduction from the fee calculated in the CFF Program Nexus Study Update; and

WHEREAS, to cover the funding gap created by the reduced fee and the fee established in the CFF Program Nexus Study Update, the City will continue to work to decrease CFF Program cost through various methods including, but not limited to, value engineering, construction cost updates, obtaining other funding sources, etc., but under no circumstance shall the CFF Program fund more than 63% of any of the projects identified in the CFF Program Nexus Study Update; and

WHEREAS, the City Council desires to implement the updated fee schedule detailed in **Exhibit A** attached, effective April 2, 2013; and

WHEREAS, on this date, April 1, 2013, the Council commenced a public hearing on the Community Facility Fee Program Nexus Study Update, notice of said public hearing having been duly and properly given; and all written and oral presentations having been duly considered by the Council;

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

1. The above recitals are true and correct.
2. The Council finds and determines that:
 - a. The purpose of the Community Facility Fee Program and impact fee is to finance municipal facilities necessary to serve development in the City, to ensure that adequate funding is provided for municipal facilities required to meet the demands of such new development, and to fund administration of the Community Facility Fee Program.
 - b. The use of the Community Facility Impact Fees is to fund the municipal improvements identified in the Community Facility Fee Program and to fund administration of the Community Facility Fee Program.
 - c. There is a reasonable relationship between the use of the Community Facility Impact Fees and the type of development projects on which the fees will be imposed because the fees will be imposed on commercial and residential development projects in the City that generate or contribute to the need for additional municipal facilities, and are not imposed on projects that do not contribute to such need, as further set forth in the CFF Program Nexus Study Update.
 - d. There is a reasonable relationship between the need for the identified municipal facility improvements and the type of development project on which the fee is imposed because the need for such improvements varies depending on the type of development project at issue, and the Community Facility Fee Program takes into account the type of development project at issue by only applying a fee to development that is likely to contribute to such need, and ensuring that such fee is proportional to the need, as further set forth in the CFF Program Nexus Study Update.
 - e. There is a reasonable relationship between the amount of the Community Facility Fees and the cost of the identified municipal facility improvements or portion of the identified municipal facility improvements attributable to the development on which the fees are imposed. As discussed in the CFF Program Nexus Study Update, the amount of the Community Facility Fees is based on the type of

ATTACHMENT 1

development at issue, the number of building permits being generated by such development, and the anticipated impact of such development on the City's municipal facilities. The amount of the fees contemplates the relationship between such development's impact and the cost of municipal facility improvements that will be required to offset the impacts of such development.

3. **Approval of Fees.** The Community Facility Fee Program Nexus Study Update is hereby adopted and will go into effect sixty (60) days after adoption of this Resolution. The reduced Community Facility Fees as set forth in **Exhibit A** attached hereto, are hereby approved effective April 2, 2013. The fees established by this Resolution will remain in effect until a new fee is adopted as part of any future update to the Community Facility Fee Program.
4. **Consolidation of Funds.** The individual Community Facility Fee Funds currently established in the City's accounting system will be consolidated into a single Community Facility Fee Fund, with the exception of the Library Fee, which will continue to be reported as a separate fund.

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

ATTACHMENT 1

EXHIBIT A

Proposed Community Facility Fees ^[1] Effective March 19, 2013 ^[2]				
				Total CFF Program Fees
Residential		Community Facility Fees	Library Fees	
Single Family	<i>per Unit</i>	\$2,822	\$578	\$3,400
Multi-Family	<i>per Unit</i>	\$2,205	\$452	\$2,657
Commercial				
Commercial	<i>per SF</i>	\$0.43	n/a	\$0.43
Office	<i>per SF</i>	\$0.71	n/a	\$0.71
Industrial	<i>per SF</i>	\$0.18	n/a	\$0.18

[1] Fee rates are inclusive of administrative charges

[2] Each January 1, starting January 1, 2014, the CFF Program fee will automatically be adjusted by the change in the 20-City Construction Cost Index as reported in the Engineering News Record for the twelve-month period ending October of the prior year

2052518.1



GOODWIN CONSULTING GROUP

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES FEE
PROGRAM NEXUS STUDY UPDATE**

Draft

February 22, 2013

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES FEE PROGRAM NEXUS STUDY UPDATE

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APPENDICES

Appendix A - Community Facilities Fee Calculations

Table A-1	Rancho Cordova Land Uses
Table A-2	City Hall Cost Allocation
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Appendix B - Capital Facilities and Costs

Table B-1	City Hall Facility Costs
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Table B-6	Parking Structure Facility Costs
Table B-7	Library Facility Costs

**Appendix C - Community Facilities Fee Cost Update Report
By Harris & Associates**

**City of Rancho Cordova
Community Facilities Fee Program Nexus Study Update**

Executive Summary

PURPOSE OF NEXUS STUDY

As the City of Rancho Cordova continues to grow, new or additional municipal facilities will be required to serve future development. The City has identified these facilities to include a city hall, a police station, a community center, a city corporation yard, a city museum, a parking structure, and library facilities. A fair share portion of the cost of these facilities will be funded by future growth in the City through the City's Community Facilities Fee ("CFF") Program.

Goodwin Consulting Group, Inc. has prepared this *Rancho Cordova Community Facilities Fee Program Nexus Study Update* (the "Nexus Study") to update the impact fees from the *City of Rancho Cordova Community Facilities Fee Program Next Study – 2004 Study* ("2004 Fee Study") and the *City of Rancho Cordova Supplemental Community Facilities Fee Program Nexus Study – 2005 Study* ("2005 Fee Study"). The Nexus Study complies with the Mitigation Fee Act and ensures that a rational nexus exists between future development in the City and the use of the fees and need of the proposed facilities. This Nexus Study also demonstrates that a reasonable relationship exists between the development impact fee to be levied on each type of development and the cost of the facilities attributable to that land use.

CHANGES FROM THE 2004 AND 2005 FEE STUDIES

This Nexus Study updates and combines fee components from the City's 2004 and 2005 Fee Studies. The 2004 Fee Study comprises several components including fees for a city hall, a police station, a community center, a corporation yard, libraries, a museum, and a parking structure. This Nexus Study updates and combines each of the fee components from the 2004 Fee Study into one Community Facilities Fee, except for the library fee, which remains separate since revenues from this fee are passed through to the Sacramento Public Library Authority.

The 2005 Fee Study included impact fees to fund municipal facilities relating to animal services, telecommunication and computer systems, and a records management system. This Nexus Study incorporates the costs of animal vehicles and telecommunication and computer systems into the combined CFF Program and therefore, the City will no longer need to collect the fees from the 2005

Fee Study program. The City has determined that it no longer will need to collect a fee for a records management system; therefore, these costs were eliminated from the CFF Program.

FACILITIES INCLUDED IN CFF PROGRAM

The City of Rancho Cordova has determined that the CFF Program is needed to mitigate the impacts from future development on the following municipal facilities:

- City Hall
- Police Station
- Community Center
- Corporation Yard
- Museum
- Parking Structure
- Library

The table on the following page provides a cost summary for the CFF Program. The total facilities cost for the entire CFF Program is \$295.2 million. For city hall and police station facilities, the estimated resale values of the existing and interim buildings will provide funding to reduce the total cost of the facilities by \$19.9 million and \$5.3 million, respectively. Since the CFF Program will only fund the fair share cost attributable to future development, any portion of the facilities that is attributable to existing development must be identified and funded with sources other than future CFF revenue. The cost attributable to existing development totals \$91.9 million and will need to be funded by the City from revenue sources other than the CFF Program. Lastly, the cost to be funded by future development in the City is identified in the last column as CFF funding and totals \$178.0 million.

Community Facilities Fee Program - Facilities Costs

Facility	Total Cost	Other Funding	City Revenue Sources	CFF Funding
City Hall	\$76,052,000	\$19,886,000	\$21,055,000	\$35,111,000
Police Station	\$65,557,000	\$5,300,000	\$21,024,000	\$39,233,000
Community Center	\$46,834,000	\$0	\$17,557,000	\$29,277,000
Corporation Yard	\$26,291,000	\$0	\$9,856,000	\$16,435,000
Museum	\$19,993,000	\$0	\$7,022,000	\$12,971,000
Parking Structure	\$16,571,000	\$0	\$6,212,000	\$10,359,000
Library	\$43,858,000	\$0	\$9,219,000	\$34,639,000
Total	\$295,156,000	\$25,186,000	\$91,945,000	\$178,025,000

SUMMARY OF THE CFF FEE

The table below summarizes the components of the CFF Program as calculated in this report.

	Community Facilities Fee	Library	Administrative Fee	Total
Residential		<i>Per Unit</i>		
Single Family	\$3,392	\$723	\$154	\$4,269
Multi-Family	\$2,650	\$565	\$121	\$3,336
Non-Residential		<i>Per Building Sq. Ft.</i>		
Commercial	\$0.50	n/a	\$0.02	\$0.52
Office	\$0.93	n/a	\$0.03	\$0.96
Industrial	\$0.26	n/a	\$0.01	\$0.27

FEE ADJUSTMENTS

The CFF may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources, (i.e., state or federal grants), revised costs, or changes in demographics or the City's land uses. In addition to such adjustments, the fees will be inflated automatically each year by a predetermined index. The City's building department will determine the specific characteristics of the development at the time development fees are to be levied in order to categorize the development into the proper land use category and to determine the CFF.

ANNUAL AND FIVE-YEAR REPORTING

The Government Code requires a public agency to report every year and every fifth year certain financial information regarding its fee program. These reports must be made public within 180 days after the end of the agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. It is critical that the five-year findings be made, otherwise Section 66001(d) of the Mitigation Fee Act requires the public agency to refund the money to the then current record owners of the development projects on a prorated basis.

I. Introduction

The City of Rancho Cordova (the “City”) is located in the eastern central portion of Sacramento County along Highway 50, neighboring the cities of Sacramento and Folsom. On July 1, 2003, Rancho Cordova incorporated and became the seventh city in Sacramento County.

The City has deemed it necessary to construct certain municipal facilities that will serve the City’s current as well as future populace. Funding for these facilities will come from several sources, including development impact fees, the City’s general fund, various reserve funds and other unidentified funding sources. The Community Facilities Fee (“CFF”) Program discussed in this report will apply to all future development occurring in the City as well as any development in future City annexations.

PURPOSE OF CFF STUDY

As the City of Rancho Cordova continues to grow, new or additional municipal facilities will be required to serve future development. The City has identified these facilities to include a city hall, a police station, a community center, a city corporation yard, a city museum, a parking structure, and library facilities. A fair share portion of the cost of these facilities will be funded by future growth in the City through the City’s Community Facilities Fee Program.

Goodwin Consulting Group, Inc. has prepared this *Rancho Cordova Community Facilities Fee Program Nexus Study Update* (the “Nexus Study”) to update the impact fees from the *City of Rancho Cordova Community Facilities Fee Program Next Study – 2004 Study* (“2004 Fee Study”) and the *City of Rancho Cordova Supplemental Community Facilities Fee Program Nexus Study – 2005 Study* (“2005 Fee Study”). The Nexus Study complies with the Mitigation Fee Act and ensures that a rational nexus exists between future development in the City and the use of the fees and need of the proposed facilities. This Nexus Study also demonstrates that a reasonable relationship exists between the development impact fee to be levied on each type of development and the cost of the facilities attributable to that land use.

CHANGES FROM THE 2004 AND 2005 FEE STUDIES

This Nexus Study updates and combines fee components from the City’s 2004 and 2005 Fee Studies. The 2004 Fee Study comprises several components including fees for a city hall, a police station, a community center, a corporation yard, libraries, a museum, and a parking structure. This Nexus

Study updates and combines each of the fee components from the 2004 Fee Study into one Community Facilities Fee, except for the library fee, which remains separate since revenues from this fee are passed through to the Sacramento Public Library Authority.

The 2005 Fee Study included impact fees to fund municipal facilities relating to animal services, telecommunication and computer systems, and a records management system. This Nexus Study incorporates the costs of animal vehicles and telecommunication and computer systems into the combined CFF Program and therefore, the City will no longer need to collect the fees from the 2005 Fee Study program. The City has determined that it will no longer need to collect a fee for a records management system; therefore, these costs were eliminated from the CFF Program.

CFF PROGRAM NEXUS REQUIREMENTS (AB 1600)

Assembly Bill (AB) 1600, which was enacted by the State of California in 1987, created Section 66000 et. seq. of the Government Code. AB 1600, also referred to as the Mitigation Fee Act, requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee
2. Identify the use to which the fee will be put
3. Determine how there is a reasonable relationship between:
 - A. The fee's use and the type of development project on which the fee is imposed
 - B. The need for the public facility and the type of development project on which the fee is imposed
 - C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

This Nexus Study will demonstrate how these requirements have been met so as to allow for an increase to the City's existing impact fees. The assumptions, methodology, facility standards, costs, and cost allocation factors that were used to establish the nexus between the CFF and the development on which it will be levied are summarized in Section XIII of this report.

ORGANIZATION OF REPORT

The remainder of this report has been organized into the following sections:

Section II	Provides a detailed explanation of the fee methodology used to calculate the CFF
Section III	Identifies the demographic assumptions and land use categories used in this fee program
Sections IV-X	Provides the details of the costs and cost allocations for the city hall, police, community center, corporation yard, museum, parking structure, and libraries
Section XI	Provides a summary of the impact fee rates calculated in this report
Section XII	Addresses future fee adjustments and administrative responsibilities required for the fee program
Section XIII	Discusses the Mitigation Fee Act findings for the CFF Program

II. Fee Methodology

When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical, thorough consideration was applied in the process of determining how the fee relates to the impacts from new development. Various findings must be made to ensure that there is a need for, as well as, a reasonable relationship between the fee amount and the impact from future development. The methodology used to establish this reasonable relationship is defined in the following section of this report.

FEE METHODOLOGY

The City has analyzed existing facilities and current levels of service in order to determine the adequacy of existing facilities and the demand for new facilities. Because the City was incorporated relatively recently, it does not have some of the facilities and buildings that more established cities do and therefore, the City has identified various facilities through a needs assessment study it commissioned in 2004. The information from that study was used to develop the facilities included in this CFF Program and the methodology used to calculate the fees is summarized below. The steps used to calculate a fee component of the CFF include the following:

- Step 1.*** Identify existing development within the City and estimate future growth projections for residential and non-residential development. The City's needs assessment study compared service levels for cities with a population of 175,000 residents and the recommended facilities were based on this population. As a result, this Nexus Study assumes a City population of 175,000 residents although the ultimate City population may exceed this, in which case, future CFF Program updates will account for this.
- Step 2.*** Determine the facilities and the size of the facilities that will be needed to serve the existing development in the City and projected growth. All facilities in this Nexus Study have been sized to serve a population of 175,000 residents. These facilities will replace or enhance existing City facilities and therefore, the cost of these facilities is allocated between existing and future development in the City.
- Step 3.*** Estimate the gross cost of facilities needed to serve the current and future City population.

- Step 4.** Subtract revenues available from alternative funding sources such as federal, state, or other funding source, if any, to identify a net facilities cost that will be allocated to future development. At this time, the City expects no alternative funding sources of revenue.
- Step 5.** Identify the demand variable that will be used to allocate facilities costs on a fair-share basis to current and future land uses; facilities costs in this Nexus Study are allocated on a basis of either persons served (residents plus employees) or residents served for each of the facilities.
- Step 6.** Estimate the total persons or residents served that will be generated by all current and future development land use categories by multiplying the land uses by their assigned demand variables and taking the sum of these.
- Step 7.** Based on the sum of the demand variables (i.e., persons served or residents served), determine the portion of the facilities that benefit current development and future development in the City; based on this benefit determination, allocate the total cost of the facilities to current and future development within the City.
- Step 8.** Divide the cost of each facility allocated to future development by the total persons or residents served determined in Step 7 to calculate a cost per person or resident served.
- Step 9.** Multiply the cost per person or resident served by the number of residents or employees estimated for each land use category to determine the impact fee for that land use category. This Nexus Study contains fees calculated based on residential units and building square footage for non-residential land use categories.

III. Population and Land Use Categories

POPULATION

The City of Rancho Cordova is expected to experience significant growth in the future. As of January 1, 2009, the Department of Finance estimates the City's population to be approximately 61,500. Over the next thirty to sixty years, the City expects its population to increase to approximately 175,000 residents.

The City estimates it currently has approximately 50,000 private sector jobs and estimates this to increase to approximately 88,500 jobs over the next thirty to sixty years¹. Current and future population and employment figures as well as persons per household and building square footage assumptions used in this Nexus Study are presented in Table A-1 of Appendix A.

LAND USE CATEGORIES

The Mitigation Fee Act requires that a reasonable relationship exist between the need for public facilities and the type of development on which an impact fee is imposed. The need for public facilities is related to the level of service demanded, which varies in proportion to the number of residents or employees generated by a particular land use type. Therefore, land use categories have been defined in order to distinguish between relative impacts on facilities. The CFF has been calculated per dwelling unit for residential land use categories and per square foot of building space for non-residential land use categories. The following land use categories are identified for purposes of the CFF:

Single Family: all single family residential categories, including duplex units

Multi-Family: all multi-family residential development categories, including residential buildings with three or more units

Commercial: Retail and service businesses, including but is not limited to, shopping centers, general commercial, restaurants, car sales, supermarkets, and gas stations

¹ Based on a City estimate using the I-PLACE³S Land Use Model. The development timeframe in this report has been extended to 30 to 60 years from the previous estimate of 20 to 25 years in the 2004 Fee Study due to the extended slowdown of the US economy and the housing market.

- Office:** Includes, but is not limited to, buildings in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted
- Industrial:** Contains industrial-type businesses such as manufacturing, fabrication, and warehousing

City staff will make the final determination as to which land use category a particular development type will be assigned. Staff will determine the land use category that corresponds most directly to the development or alternatively, can determine that none of the land use categories in this Nexus Study adequately correspond to the development in question and may work in conjunction with the City Engineer or other staff members to determine the applicable ad hoc fee amounts.

IV. City Hall Component of the CFF

This section of the report identifies the facilities, costs, and the cost allocation of a new city hall. The city hall component of the CFF meets the AB 1600 nexus requirements, as discussed in Section XIII.

EXISTING CITY HALL FACILITIES

The current city hall building is located at 2729 Prospect Park Drive, near the Highway 50 and Zinfandel Drive interchange. The building is a two-story facility and was constructed in 1985. The City installed tenant improvements in a portion of the first and second floors of the building in 2005 and occupies approximately 43,000 square feet of office space for its administrative functions and leases the remaining space.

ASSUMPTIONS

As the City grows, additional City staff will be necessary to serve the expanding population. The future City staff will require office space, furnishings and equipment, thus creating a need for a new city hall. Table A-2 in Appendix A shows the assumptions used in the calculation of the city hall facilities. The upper section of this table shows the estimated population and employment numbers that currently exist in the City as well as future population and employment numbers in the City within the next twenty to thirty years. City hall costs are allocated based on residents and employees since residential and non-residential developments benefit from municipal services.

A “persons served” factor is used to estimate development impacts for city hall facilities. The persons served factor is defined as the residential population impacts plus employee impacts. Impacts from employees on municipal facilities are typically less than from residents. The potential impact of employees, as compared to residents, can be quantified by assuming the average employee is at their job approximately 40 hours per week. The calculation below shows that an employee spends approximately 0.24 of their week at work.

$$\text{Employee: } 40 \text{ hrs/week} \div 168 \text{ hrs in a week} = 0.24$$

Therefore, if the impact of a resident is assumed to equal a person served factor of 1.0, then the impact of an employee can be assumed to equal 0.24. Multiplying 0.24 by the 88,533 employees estimated within the City in twenty to thirty years produces an equivalent of 21,248 residents.

Therefore, the total persons served in the City in twenty to thirty years will be $175,000 + 21,248 = 196,248$.

FUTURE FACILITY REQUIREMENTS AND COSTS

In order to estimate future city hall space requirements, the City projected the number of City employees that would be needed to serve a population of 175,000. Based on current staffing levels, the City estimated that there are 65 City staff positions that will need to grow proportionally as new development occurs. This represents a ratio of 1.06 City employees per 1,000 residents. At a population of 175,000, the City would need a total of 184 employees and consultants (not including police employees) to serve the future population.

The City hired Daniel C. Smith and Associates in 2004 to complete a needs assessment study that examined facilities at various cities. The needs assessment study determined a space requirement of 460 square feet of building space per employee would be adequate to serve new development. Based on 184 City employees with a space requirement of 460 square feet of building space per employee, the City will require approximately 85,000 square feet of building space when the City's population reaches 175,000.

The City hired Harris & Associates to update the facilities cost in the CFF Program. Their report is presented in Appendix C of this report. While the City concurs with most of Harris' estimated costs, staff felt that a 10% project contingency was sufficient and therefore, reduced this cost down from Harris' 15% rate. Based on this reduction in project contingency, the city hall building cost is estimated at \$485 per square foot, which includes furniture, fixtures, equipment, site construction, surface parking, and other indirect costs. This produces a cost of \$41.2 million for the new city hall. Adding a land cost of \$2 million brings the total cost for a new city hall to \$43.2 million.

The financing cost for the new city hall was calculated assuming that since fee revenue will be collected over the next several years, only an estimated 75% of the total cost will need to be debt financed. The financing cost is estimated to be approximately \$7.9 million.

The City's existing city hall, including the building cost, financing cost, and estimated resale value of the building and land are included in the city hall fee calculation since it is expected that this facility will be sold when the City moves to the new city hall. By reducing the gross cost of this facility by an estimated resale value of \$19.9 million, the net cost of the existing city hall is \$3.6 million.

The costs of animal control vehicles and the Hansen computer system were also included in the city hall component of the CFF. These two costs were originally included in the 2005 Fee Study as separate fees. The combined cost of these two items is \$1.4 million.

The total cost for the city hall, including financing, remaining existing city hall costs, and vehicles and equipment is approximately \$56.2 million. Because existing and future residents and employees will benefit from the new city hall, the total cost must be allocated to each group. Table A-2 shows that approximately \$21.1 million is allocated to existing development in the City and \$35.1 million to future development. This cost allocation is based on the distribution of persons served as of January 2009 compared to persons served when the City's residential population reaches 175,000. Dividing the cost allocated to future development by the 122,681 persons served from future development produces an average cost of \$286 per person served. The City must provide funding from sources other than future CFF revenue for the \$21.1 million allocated to the existing City development since this cost cannot be funded by future development.

CITY HALL COST ALLOCATION

The bottom section of Table A-2 shows the allocation of the city hall costs. Applying the \$286 per person served cost to the average number of persons per household for each residential land use category yields allocations of \$824 per single family unit, and \$644 per multi-family unit.

For non-residential development, multiplying the person served cost of \$286 by 0.24 to account for the reduced impact from employees produces a cost of \$69 per employee. Dividing \$69 per employee by the number of square feet per employee for each non-residential land use category produces cost allocation rates of \$0.14 per square foot of commercial space, \$0.25 per square foot of office space, and \$0.07 per square foot of industrial space.

V. Police Facilities Component of the CFF

This section of the report identifies the facilities, costs, and cost allocation of a new police station, equipment, and vehicles. The police component of the CFF calculated in this section meets the AB 1600 nexus requirement, as outlined in Section XIII.

EXISTING POLICE FACILITIES

The Rancho Cordova Police Department operates from the Kilgore station that was purchased in June 2011. This facility is expected to be in service for the next 15 to 25 years.

ASSUMPTIONS

Table A-3 in Appendix A shows the assumptions used in the calculation of the police component of the CFF. The upper section of this table shows the estimated population and employment as of January 1, 2009, and at the 175,000 population level. The allocation of police facility costs utilizes residents and employees as the allocation factor since both residential and non-residential development require police protection services and, therefore, both will benefit from the construction of these facilities. Similar to the city hall, a persons served factor is used to estimate future police service impacts to the City.

FUTURE FACILITY REQUIREMENTS AND COSTS

The City assumes a police staffing level of 1.70 personnel per thousand residents to determine facility needs and sizing. At a future population level of 175,000 residents, 298 police staff will be needed to serve the City. The needs assessment study suggests an average police facility allows for 275 square feet of space per police staff member. Using this space planning figure in conjunction with the projected number of officers required at the 175,000 City population level indicates the new police facility will need to be approximately 82,000 square feet in size.

The Harris report recommends a police facilities cost estimate of \$504 per square foot, however, reducing the project contingency rate down from 15% to 10%, as requested by City staff, reduces this cost to \$488 per square foot. This includes the cost of construction, site development, parking, indirect costs, as well as all furnishings, fixtures, and equipment. Multiplying \$488 per square foot by 82,000 square feet produces a facility cost of \$40.0 million. Adding land costs of \$4.1 million, \$8.1 million in financing, and \$0.3 million for equipment brings the total cost of a new police station to approximately \$52.6 million.

The City projects that it will not construct the new station for another 15 to 25 years. Until then, the City's recently purchased and renovated interim station will house the City's police department. The cost of this facility is approximately \$7.8 million and this cost is incorporated in this fee calculation. Also included in the fee calculation is the \$1.0 million estimated financing cost and the resale value of this facility since it is anticipated to be sold once the new police station is occupied. The estimated resale value of the interim police facility is \$5.3 million, and therefore, the net interim station cost is \$3.5 million.

The City will also require an additional \$4.2 million for police vehicles to serve future development. This cost estimate is based on the City's existing inventory of vehicles per officer. The total cost of police facilities, financing, and vehicles and equipment comes to \$60.3 million. Approximately \$21.0 million of the police station cost is allocated to existing development, which leaves future development responsible for the remaining \$35.1 million plus the \$4.2 million for police vehicles. Dividing the \$39.2 million total by the 122,681 persons served from future development provides a cost allocation factor of \$320 per person served.

POLICE COST ALLOCATION

The bottom section of Table A-3 shows the calculation of the police cost allocation. Applying the \$320 cost per person served to the average number of persons per household for each residential land use category yields cost allocations of \$922 per single family unit and \$720 per multi-family unit.

For non-residential development, multiplying the person served cost of \$320 by 0.24 to account for the reduced impact from employees, produces a cost of \$77 per employee. Dividing \$77 per employee by the number of square feet per employee for each non-residential land use category produces cost allocations of \$0.15 per square foot of commercial space, \$0.28 per square foot of office space, and \$0.08 per square foot of industrial space.

VI. Community Center Component of the CFF

This section of the report identifies the facilities, costs, and the allocation rates required to fund a new community center. The community center component meets the AB 1600 nexus requirements, as shown in Section XIII.

ASSUMPTIONS

Table A-4 in Appendix A shows the assumptions used in the allocation of the community center cost. The allocation of community center costs utilizes a persons served factor since residents and will benefit from the construction of this facility.

FUTURE FACILITY REQUIREMENTS AND COSTS

The community center will provide common meeting spaces for citizens to engage in civic activities such as neighborhood meetings, lectures, community workshops, and social gatherings. The community center will not provide recreation-type activities; these activities will be provided through the parks department community centers.

The City's needs assessment study estimates that approximately 450 square feet of community center space will be required for every thousand residents. Applying this ratio yields a 78,000-square foot facility. The services and facilities that will be provided by the community center will benefit the residents and employees of the entire City, and therefore, both existing and future development will share in the funding of the facility.

The Harris report estimates a community center building cost of \$37.2 million, however, reducing the project contingency component down from 15% to 10%, as requested by City staff, reduces this cost to \$36.0 million. After adding land costs of \$3.5 million and financing costs of \$7.3 million, the total cost for the community center is \$46.8 million.

Based on the persons served allocation, existing development's share of the new facility cost is approximately \$17.6 million; the remaining \$29.3 million is allocated to future development. Dividing \$29.3 million by the number of future residents and employees expected in the City produces a cost of \$239 per person served. Funding sources other than future CFF revenue will be needed to pay for the \$17.6 million community center costs attributed to existing development.

COMMUNITY CENTER COST ALLOCATION

The bottom section of Table A-4 shows the calculation of the community center cost allocation. Applying the \$239 per person served cost to the average number of persons per household for each residential land use category yields cost allocation rates of \$689 per single family unit, and \$538 per multi-family unit.

For non-residential development, multiplying the person served cost of \$239 by 0.24 to account for the reduced impact from employees, produces a cost of \$57 per employee. Dividing \$57 per employee by the number of square feet per employee for each non-residential land use category produces cost allocation rates of \$0.11 per square foot of commercial space, \$0.21 per square foot of office space, and \$0.06 per square foot of industrial space.

VII. Corporation Yard Component of the CFF

The City does not have a corporation yard and is currently using Sacramento County's corporation yard. The City has determined that constructing its own corporation yard will be in its best interest as the City continues to grow.

FUTURE FACILITY REQUIREMENTS AND COSTS

The City's future corporation yard will include maintenance facilities to support City services, which may include street and road maintenance, tree and landscaping services, City and police vehicle maintenance, building maintenance, and storage for central supplies. The corporation yard will not provide sewer, water, waste management, or public transportation services as these are provided by regional or district agencies or private entities.

The City estimates that a 70,000 square foot corporation yard building on a 15-acre site will be sufficient to serve a future population of 175,000. The services and facilities housed at the corporation yard will benefit the residents and employees of the entire City, and therefore, both existing and future development will share in the funding of the facility.

The Harris report identifies a corporation yard facility size of 80,000 square feet, but the City later determined that a 70,000 square foot building would be sufficient to serve the future population. The same building square foot cost from Harris' report is used to estimate the cost of the new corporation yard building, except for that the project contingency rate has been reduced from 15% to 10% at the request of City staff. The estimated cost of the corporation yard facility is approximately \$17.6 million. Including the cost of land and financing, the total cost for the corporation yard is \$26.3 million.

Based on a persons served cost allocation, the existing City's fair share of the facility is \$9.9 million and future development's fair share is the remaining \$16.4 million. Dividing \$16.4 million by the number of future residents and employees expected in the City produces a cost of \$134 per person served. The City will need to identify funding sources other than future CFF revenue for the \$9.9 million corporation yard costs attributed to existing development in the City.

CORPORATION YARD COST ALLOCATION

The bottom section of Table A-5 shows the allocation of the corporation yard component of the CFF. Multiplying the \$134 cost per future person served by the average number of persons living in each type of residential unit produces a cost allocation rate of \$386 per single family unit and \$302 per multi-family unit.

For non-residential development, multiplying the person served cost of \$134 by 0.24 to account for the reduced impact from employees, produces a cost of \$32 per employee. Dividing \$32 per employee by the number of square feet per employee for each land use category produces cost allocation rates of \$0.06 per square foot of commercial space, \$0.12 per square foot of office space, and \$0.03 per square foot of industrial space.

VIII. Museum Component of the CFF

This section of the report identifies the facilities, costs, and the allocation rates required to fund a City museum. The museum fee component meets the AB 1600 nexus requirements, as shown in Section XIII.

EXISTING MUSEUM FACILITIES

The City has partnered with the Sacramento Children's Museum to develop an interactive children's museum that opened in August 2011.

ASSUMPTIONS

Table A-6 in Appendix A shows the assumptions used in the calculation of the museum component of the CFF. The upper section of this table shows the estimated population as of January 1, 2009, and at the 175,000 population level. The allocation of museum costs utilizes residents as the cost allocation factor since residents primarily benefit from cultural facilities; therefore, non-residential development will not be allocated a portion of the future museum cost.

FUTURE FACILITY REQUIREMENTS AND COSTS

The City's needs assessment study estimates that a new 32,375-square foot museum will be needed to serve the City at the 175,000 population level. The museum facility, based on the Harris report, will cost approximately \$16.0 million, however, reducing the property contingency rate down from 15% to 10% will result in a lower cost of \$15.5 million. Adding a land acquisition cost of approximately \$1.4 million and financing costs of \$3.1 million, the total cost of the museum facility is approximately \$20.0 million.

Based on a residents served cost allocation, existing development's share of the new facility cost is approximately \$7.0 million and the remaining \$13.0 million is allocated to future development. Dividing \$13.0 million by the number of future residents expected in the City produces a cost of \$114 per future resident. The City will need to identify a revenue source other than future CFF revenue to fund the remaining \$7.0 million allocated to existing development.

MUSEUM COST ALLOCATION

Table A-6 shows the allocation of the museum component of the CFF. Multiplying \$114 per future resident by the average number of persons per household for each residential land use category produces CFF museum cost allocation rates of \$329 per single family unit and \$257 per multi-family unit.

Non-residential land uses are not allocated a portion of the museum cost since residential development is the primary beneficiary of museum facilities.

IX. Parking Structure Component of the CFF

This section of the report identifies the facilities, costs, and the cost allocation for a new City parking structure. The parking structure component meets the AB 1600 nexus requirements, as described in Section XIII.

FUTURE FACILITY REQUIREMENTS AND COSTS

The City does not have a parking structure, however the City's needs assessment study estimates that 368 parking stalls will be needed in the future. The City has not determined the location of this facility, however, one idea was that it would provide parking for the future city hall and community center. Table A-7 in Appendix A shows the estimated cost for the parking structure is approximately \$14.0 million. This includes the parking facility cost determined in the Harris report, with a reduction in the project contingency rate from 15% to 10% at the request of City staff, and land acquisition costs of approximately \$0.9 million. Financing costs are estimated to be \$2.6 million after adjusting for inflation. The total cost of the parking structure, including the financing cost, is \$16.6 million.

Based on a persons served cost allocation, existing development's share of the new facility cost is approximately \$6.2 million and future development's share is \$10.4 million. Dividing \$10.4 million by the number of future residents and employees expected in the City produces a cost of \$84 per person served. The City will need to identify funding sources to pay for the \$6.2 million cost attributed to existing development since this cannot be funded with future CFF revenue.

PARKING STRUCTURE COST ALLOCATION

Table A-7 shows the allocation of the parking structure component of the CFF. Multiplying \$84 per future resident by the average number of persons per household for each residential land use category produces CFF cost allocation rates of \$242 per single family unit and \$189 per multi-family unit.

For non-residential development, multiplying the person served cost of \$84 by 0.24 to account for the reduced impact from employees produces a cost of \$20 per employee. Dividing \$20 per employee by the number of square feet per employee for each land use produces cost allocation rates of \$0.04 per square foot of commercial space, \$0.07 per square foot of office space, and \$0.02 per square foot of industrial space.

X. Library Fee

This section of the report identifies the facilities, costs, and fee calculation for library facilities. The library facilities component meets the AB 1600 nexus requirements, as discussed in Section XIII.

EXISTING LIBRARY FACILITIES

The City is served by the Sacramento Public Library Authority which runs the Rancho Cordova Library located at 9845 Folsom Boulevard. The library was built in 1975 and is 12,500 square feet. While not within City limits, the library services the City as well as various communities in the surrounding unincorporated area. The library was renovated in 1999 and underwent significant remodeling and renovation in February 2010.

ASSUMPTIONS

The Sunrise Douglas Community Plan (the “SDCP”) area, a new development within the City, includes plans to build a 20,000 square foot library to serve its residents. Additionally, another 20,000 square foot library is planned as part of the Rio Del Oro development. This library will be a joint facility owned by the school district and City. An agreement between the City and the school district states that 10,000 square feet of this new library will be financed by the school district and the remaining 10,000 square feet will be financed by the City at \$500 per square foot of library space. The City’s funding requirement for this library is included in the facilities cost calculation on Table A-8.

FUTURE LIBRARY FACILITY REQUIREMENTS AND COSTS

The Sacramento Public Library Authority Facility Master Plan 2007-2025 (the “Library Master Plan”) sets forth a range of standards for full service library facilities. The City will apply the threshold standard of 0.4 square feet per capita to determine how much library space will be needed to serve the City’s future population. Based on this standard, a future population of 175,000 will need 70,000 square feet of library facilities. Based on additional threshold standards in the Library Master Plan, these facilities will contain approximately 306,250 books, and will have 350 meeting room seats, 525 reader seats, and over 131 technology stations.

As shown on Table A-8, the gross library square footage requirement is 70,000 square feet. Taking into account the existing 12,500 square foot library, the additional library square footage needed is reduced to 57,500 square feet. As mentioned above, the City has plans for a 20,000 square foot

library in the Rio Del Oro development. Pursuant to the City and school district agreement, the City will be responsible for funding 10,000 square feet of this new library at \$500 per square foot. This leaves 37,500 square feet of other new libraries that will need to be constructed.

The 37,500 square feet of library space is estimated to cost approximately \$761 per square foot, based on estimates derived from the Library Master Plan. This includes the cost of construction, site development, parking, indirect costs, land acquisition, as well as all furnishings, fixtures, and book costs. Table A-8 in Appendix A shows the estimated cost for this library space is approximately \$32.8 million. This includes land acquisition costs of approximately \$1.6 million. The financing cost is estimated to be \$6.0 million after adjusting for inflation. The total cost for the library, including the financing cost, and funding for a share of the Rio Del Oro library, is \$43.9 million.

Existing development's share of the new facility cost is approximately \$9.2 million and the remaining \$34.6 million is allocated to future development. Dividing \$34.6 million by the number of future residents that are expected to be served by these facilities produces a cost of \$251 per person served. Funding sources from the City will need to be identified to pay for the \$9.2 million library costs attributed to existing development.

LIBRARY FEE

The library fee is presented in this Nexus Study as a separate fee from the CFF because the Sacramento Public Library Authority owns and manages all the libraries serving the City. Therefore, library fee revenue will be passed through from the City to the Library Authority.

Table A-8 shows the calculation of the library fee. Multiplying \$251 per future resident by the average number of persons per household for each residential land use category produces library fee rates of \$723 per single family unit and \$565 per multi-family unit. Non-residential land uses will not be levied a library fee since they typically generate an insignificant impact on library services.

XI. Fee Summary

The Community Facilities Fee includes funding for the following facilities categories:

- City Hall
- Police Station
- Community Center
- Corporation Yard
- Museum
- Parking Structure

The library impact fee is a separate from the CFF since library fee revenue will be passed through from the City to the Sacramento Public Library Authority. A 3.75% City administration fee is included to pay for the cost of administering the CFF Program, as shown in the table below.

	Community Facilities Fee	Library (1)	Administrative Fee	Total
Residential		<i>Per Unit</i>		
Single Family	\$3,392	\$723	\$154	\$4,269
Multi-Family	\$2,650	\$565	\$121	\$3,336
Non-Residential		<i>Per Building Sq. Ft.</i>		
Commercial	\$0.50	n/a	\$0.02	\$0.52
Office	\$0.93	n/a	\$0.03	\$0.96
Industrial	\$0.26	n/a	\$0.01	\$0.27

XII. Ongoing Administration of the CFF Program

FEE ADJUSTMENTS

The CFF Program will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or land use projections. In addition, in January of each year, the CFF Program should automatically be adjusted by the change in the 20-City Construction Cost Index (“CCI”) as reported in the Engineering News Record for the twelve-month period ending October of the prior year. For example, the adjustment for January 2014 will be determined by calculating the change from October 2012 to October 2013 in the 20-City CCI.

The land use categories summarized in the prior section may not be applicable to specialized development projects in the City. For instance, development of a golf course or stadium would not fall under one of the fee categories in this Nexus Study. For specialized or unique development projects, the City staff, in conjunction with the City Engineer, will review the impacts of the specialized development and decide on applicable CFF fee rates.

Certain projects may also be eligible for a fee adjustment. If, for example, a project applicant demolishes an existing 10,000 square foot building and rebuilds a 20,000 square foot building of the same land use, the applicant may be eligible for a waiver of 50% of the CFF. If a redevelopment of a project results in a change of land use on a particular parcel, City staff will determine the appropriate CFF adjustment to reflect the different impact characteristics of the original versus the new land uses. City staff, in conjunction with the City Engineer, will review requests for fee adjustments on a case-by-case basis.

FEE CREDITS AND REIMBURSEMENTS

Fee credits and reimbursements will be available as part of the CFF Program, although it is not anticipated that CFF facilities will be constructed by developers. Credits and reimbursements, if any, will be determined on a case-by-case basis through a development agreement.

ANNUAL ADMINISTRATIVE DUTIES

The Government Code requires the City to report every year and every fifth year certain financial information regarding the fees. The City must make available within 180 days after the last day of each fiscal year the following information for the prior fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of the fee
- (c) The beginning and ending balance in the account or fund
- (d) The amount of the fee collected and the interest earned
- (e) An identification of each public improvement for which fees were expended and the amount of expenditures
- (f) An identification of an approximate date by which time construction on the improvement will commence if it is determined that sufficient funds exist to complete the project
- (g) A description of each interfund transfer or loan made from the account and when it will be repaid
- (h) Identification of any refunds made once it is determined that sufficient monies have been collected to fund all fee-related projects

The City must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

- (1) Identify the purpose to which the fee is to be put

- (2) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (3) Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements
- (4) Designate the approximate dates on which funding in item (3) above is expected to be deposited into the fee account

As with the annual disclosure, the five-year report must be made public within 180 days after the end of the City's fiscal year and must be reviewed at the next regularly scheduled public meeting. The City must make these findings otherwise the law requires that the City refund the money to the then current record owners of the development projects on a prorated basis.

CFF AND LIBRARY FUNDS

The City currently has separate fee funds for the city hall, police, community center, corporation yard, museum, parking structure, and library facilities. Under this Nexus Study, fees for the city hall, police, community center, corporation yard, museum, and parking structure facilities will be consolidated into a single CFF fee and future fee revenue will be deposited into a single CFF fund. This will allow for greater funding flexibility and will facilitate the timely phasing of improvements by allowing the combined fee revenue to be applied based on priority of the facilities. The CFF fund will not include the library fee as this fee revenue will be provided or “passed through” to the Sacramento Public Library Authority. Fee revenue in existing city hall, police, community center, corporation yard, museum, and parking structure funds should be transferred to the future CFF fund.

XIII. Mitigation Fee Act Findings

Assembly Bill (AB) 1600, which was enacted by the State of California in 1987, created the Mitigation Fee Act which is located in Section 66000 et. seq. of the California Government Code. The Mitigation Fee Act requires that all public agencies satisfy the requirements outlined below when establishing, increasing, or imposing a fee as a condition of approval for a development project. This section of the Nexus Study will demonstrate how these requirements have been met so as to allow for an increase to the City's existing impact fees.

PURPOSE OF FEE

The purpose of the CFF and library fee is to fund capital facilities and improvements needed to serve future development in the City.

USE OF FEE

The Government Code states that the City must identify the use to which the fee is to be put. If the use is financing public facilities, the facilities should be identified. The CFF fee revenue will be used to fund facilities and related costs to serve new development in the City. These facilities include:

- (1) Public buildings including a city hall, a police station and interim facility, a community center, a corporation yard and building, a museum, and a parking structure
- (2) Land for city hall, public safety, community center, corporation yard, museum, and parking structure facilities
- (3) Capital equipment, furnishings, fixtures, vehicles, technology, and related costs
- (4) Financing costs associated with the above facilities

Library fee revenue will be used to fund library facilities, including the following:

- (1) Library buildings
- (2) Land for library facilities

- (3) Furniture, fixtures, equipment, technology, public art, library materials, books, and related costs
- (4) Debt financing costs

The facilities identified in this report are based on the best information at this time. Over time, the actual facilities, their size, location, and cost may change based on the evolving needs of the City. The City's Capital Improvement Plan (CIP), which is updated regularly, will identify the specific CFF and library facilities needed to serve the City's residents. The CIP will identify the costs and the funding sources for those facilities, of which, the CFF or library fee revenue would be one source.

REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT

The Mitigation Fee Act requires the City to determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. CFF revenue collected from residential and non-residential development will be used for land acquisition, building construction, debt financing, equipment purchases, furnishings, and vehicles.

These facilities are necessary to serve future development and levying the CFF ensures that funding will be available to construct these facilities. Public facilities funded by the CFF Program will expand the existing City network of facilities and services that will serve future residents and employees. Since future development will require and benefit from the new public facilities, a reasonable relationship exists between future development and the use of fee revenues to fund these facilities.

REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE FACILITY AND THE TYPE OF DEVELOPMENT

The Mitigation Fee Act requires the City to determine how there is a reasonable relationship between the need for the public facility and the type of development on which the fee is imposed. As residential and non-residential land uses develop in the City, new residents and employees will require additional public facilities and services. A worker is weighted less than a resident, about 0.24 per resident, since residents benefit more from public facilities and services than employees do. The population served consists of residents plus employees weighted by a factor of 0.24.

The need for capital facilities is based on a proposed facility standard and the growth of the City's service population. The proposed facilities in this CFF Program represent the level of service that the City wishes to provide to its residents. By determining all of the required facilities needed to serve a City population of 175,000 and calculating future residential and non-residential development's impact on these facilities, a reasonable relationship between the need for the various capital facilities and of the impact from separate residential and non-residential development categories can be established. Future development will be responsible for no more than their fair share of those facilities based on a persons served fair share cost allocation.

REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE FACILITY

The City must also determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. The relationship between the amount of the CFF and the portion of the facilities cost attributable to the development type is based on the number of persons served. The average residents or employees generated by each land use type establishes the demand for these facilities, and therefore, can be used to quantify the total cost allocated to each. This fair share cost allocation establishes a reasonable relationship between the cost of the public facility attributable to future development and the amount of the fee for each development type.

APPENDIX A

Community Facilities Fee Calculations

Table A-1 Rancho Cordova Land Uses

Table A-2 City Hall Cost Allocation

Table A-3 Police Facilities Cost Allocation

Table A-4 Community Center Cost Allocation

Table A-5 Corporation Yard Cost Allocation

Table A-6 Museum Cost Allocation

Table A-7 Parking Structure Cost Allocation

Table A-8 Library Fee

Table A-1
Rancho Cordova Land Uses

<u>Existing Development as of January 1, 2009</u>			
Residents		61,467	
Employees		50,415	
<u>Future Development in Rancho Cordova</u>			
<u>Residential</u>	<u>Units</u>	<u>Residents</u>	<u>PPH</u>
Single Family	24,285	69,941	2.88
Multi-Family	19,374	43,593	2.25
Subtotal	43,659	113,533	--
<u>Non-Residential</u>	<u>Building Sq. Ft.</u>	<u>Employees</u>	<u>Sq. Ft./Emp.</u>
Commercial	1,920,558	3,842	500
Office	9,455,005	34,145	275
Industrial	520,999	131	930
Subtotal	11,896,563	38,118	--
<u>Total Existing & Future Residents and Employees</u>			
Total Residents		175,000	
Total Employees		88,533	

Source: City of Rancho Cordova; California Department of Finance; Goodwin Consulting Group, Inc.

Table A-2
City Hall Cost Allocation

1. <u>Assumptions</u>	Year:	<u>2009</u>	<u>Future Total</u>
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0.24	0.24
Employee Persons Served		12,100	21,248
Total Persons Served		73,567	196,248
2. <u>City Hall Cost Calculation</u>			
Current City Employees /2			65
City Employees per 1,000 Residents			1.06
Total Future City Employees Needed			185
City Hall Space Requirement (Sq. Ft. per Employee) /3			460
New City Hall Building (Sq. Ft.)			85,000
Estimated Cost of New City Hall (including land acquisition)			\$43,184,000
Financing Costs /4			\$7,940,000
Total New Facilities Cost			\$51,124,000
<u>Existing City Hall Costs</u>			
City Hall Building Cost			\$19,429,000
Building Financing Costs			\$4,083,000
Less: Estimated Resale Value of Building			(\$17,486,000)
Less: Estimated Resale Value of Land			(\$2,400,000)
Total Cost			\$3,626,000
<u>Vehicles and Equipment</u>			
Cost of Animal Control Vehicles			\$106,000
Cost of Hansen Computer System			\$1,310,000
Total Vehicles and Equipment Cost			\$1,416,000
Total Cost			\$56,166,000
Total Cost Allocated to Existing Rancho Cordova			\$21,055,000
Total Cost Allocated to Future Development in Rancho Cordova			\$35,111,000
Cost Per Person Served			\$286
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Person Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$286	\$824
Multi-Family	2.25	\$286	\$644
<u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	\$69	\$0.14
Office	275	\$69	\$0.25
Industrial	930	\$69	\$0.07

/1 1.0 employee equals 0.24 residents.

/2 Represents number of City employees that will increase proportionally with population growth.

/3 Based on the City of Rancho Cordova Needs Assessment Report.

/4 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore, 75% of the total facility and land costs were assumed to be debt financed.

Source: City of Rancho Cordova; Daniel C. Smith and Associates; Harris & Associates; Goodwin Consulting Group, Inc.

Table A-3
Police Facilities Cost Allocation

1. <u>Assumptions</u>	Year:	2009	Future Total
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0.24	0.24
Employee Persons Served		12,100	21,248
Total Persons Served		73,567	196,248
2. <u>Police Facility & Equipment Cost Calculation</u>			
Police Personnel per 1,000 Residents			1.70
Total Future Police Personnel Needed			298
Space Requirement (Sq. Ft. per Police Personnel) /2			275
New Police Station (Sq. Ft.)			82,000
Estimated Cost of New Police Station (including land acquisition)			\$44,136,000
Financing Costs /3			\$8,115,000
Emergency Operations Center Cost			\$267,000
Camera System Cost			\$75,000
Total New Facilities Cost			\$52,593,000
<u>Interim Police Building Cost</u>			
Police Building Cost			\$7,800,000
Building Financing Costs			\$992,000
Less: Estimated Resale Value of Building			(\$5,300,000)
Total Interim Building Cost			\$3,492,000
<u>Estimated Cost of Police Vehicles & Equipment</u>			
Estimated Additional Sworn Officers Required			193
	<u>Vehicles per Sworn Officer</u>	<u>Vehicles Required</u>	<u>Estimated Cost per Vehicle</u>
Patrol Cars	0.43	84	\$33,000
Motorcycles	0.12	23	\$27,000
Support/Unmarked Vehicles	0.14	28	\$25,000
Commercial Enforcement	0.01	3	\$36,000
Total Police Vehicle Cost			\$4,172,000
Total Police Facilities, Vehicles & Equipment Cost			\$60,257,000
Total Police Station Cost Allocated to Existing Rancho Cordova			\$21,024,000
Total Police Station Cost Allocated to Future Development in Rancho Cordova			\$35,061,000
Total Police Vehicle Cost Allocated to Future Development in Rancho Cordova			\$4,172,000
Total Cost Allocated to Future Development in Rancho Cordova			\$39,233,000
Cost Per Person Served			\$320
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Person Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$320	\$922
Multi-Family	2.25	\$320	\$720
<u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	\$77	\$0.15
Office	275	\$77	\$0.28
Industrial	930	\$77	\$0.08

/1 1.0 employee equals 0.24 residents.

/2 Based on the City of Rancho Cordova Needs Assessment report.

/3 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore 75% of the total facility and land costs were assumed to be debt financed.

Table A-4
Community Center Cost Allocation

1. <u>Assumptions</u>	Year:	<u>2009</u>	<u>Future Total</u>
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0.24	0.24
Employee Persons Served		12,100	21,248
Total Persons Served		73,567	196,248
2. <u>Community Center Cost Calculation</u>			
Size of Building (Sq. Ft.) /2			78,000
Estimated Cost of Community Center (including land acquisition)			\$39,560,000
Financing Costs /3			\$7,274,000
Total Facilities Cost			\$46,834,000
Total Cost Allocated to Existing Rancho Cordova			\$17,557,000
Total Cost Allocated to Future Development in Rancho Cordova			\$29,277,000
Cost Per Person Served			\$239
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Person Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$239	\$689
Multi-Family	2.25	\$239	\$538
<u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	\$57	\$0.11
Office	275	\$57	\$0.21
Industrial	930	\$57	\$0.06

/1 1.0 employee equals 0.24 residents.

/2 Figure is based on the City of Rancho Cordova Needs Assessment report.

/3 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore 75% of the total facility and land costs were assumed to be debt financed.

Source: Daniel C. Smith and Associates; Harris & Associates; Goodwin Consulting Group, Inc.

Table A-5
Corporation Yard Cost Allocation

1. <u>Assumptions</u>	Year:	<u>2009</u>	<u>Future Total</u>
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0.24	0.24
Employee Persons Served		12,100	21,248
Total Persons Served		73,567	196,248
2. <u>Corporation Yard Cost Calculation</u>			
Size of Building (Sq. Ft.) /2			70,000
Estimated Cost of Corporation Yard (including land acquisition)			\$22,208,000
Financing Costs /3			\$4,083,000
Total Facilities Cost			\$26,291,000
Total Cost Allocated to Existing Rancho Cordova			\$9,856,000
Total Cost Allocated to Future Development in Rancho Cordova			\$16,435,000
Cost Per Person Served			\$134
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Person Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$134	\$386
Multi-Family	2.25	\$134	\$302
<u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	\$32	\$0.06
Office	275	\$32	\$0.12
Industrial	930	\$32	\$0.03

/1 1.0 employee equals 0.24 residents.

/2 Figure was provided by the City Public Works Department.

/3 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore 75% of the total facility and land costs were assumed to be debt financed.

Source: City of Rancho Cordova; Harris & Associates; Goodwin Consulting Group, Inc.

Table A-6
Museum Cost Allocation

1. <u>Assumptions</u>	Year:	2009	Future Total
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0	0
Employee Persons Served		0	0
Total Persons Served		61,467	175,000
2. <u>Museum Cost Calculation</u>			
Size of Building (Sq. Ft.) /2			32,375
Estimated Cost of Museum (including land acquisition)			\$16,888,000
Financing Costs /3			\$3,105,000
Total Facilities Cost			\$19,993,000
Total Cost Allocated to Existing Rancho Cordova			\$7,022,000
Total Cost Allocated to Future Development in Rancho Cordova			\$12,971,000
Cost Per Resident			\$114
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Person Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$114	\$329
Multi-Family	2.25	\$114	\$257
<u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	na	na
Office	275	na	na
Industrial	930	na	na

/1 1.0 employee equals 0.24 residents.

/2 Figure is based on the City of Rancho Cordova Needs Assessment report.

/3 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore 75% of the total facility and land costs were assumed to be debt financed.

Source: Daniel C. Smith and Associates; Harris & Associates; Goodwin Consulting Group, Inc.

Table A-7
Parking Structure Cost Allocation

1. <u>Assumptions</u>	Year:	<u>2009</u>	<u>Future Total</u>
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0.24	0.24
Employee Persons Served		12,100	21,248
Total Persons Served		73,567	196,248
2. <u>Parking Structure Cost Calculation</u>			
Total Site Square Footage /2			89,726
Estimated Cost of Parking Structure (including land acquisition)			\$13,997,000
Financing Costs /3			\$2,574,000
Total Facilities Cost			\$16,571,000
Total Cost Allocated to Existing Rancho Cordova Development			\$6,212,000
Total Cost Allocated to Future Rancho Cordova Development			\$10,359,000
Cost Per Person Served			\$84
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Person Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$84	\$242
Multi-Family	2.25	\$84	\$189
<u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	\$20	\$0.04
Office	275	\$20	\$0.07
Industrial	930	\$20	\$0.02

/1 1.0 employee equals 0.24 residents.

/2 Figure is based on the City of Rancho Cordova Needs Assessment report.

/3 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore 75% of the total facility and land costs were assumed to be debt financed.

Source: Daniel C. Smith and Associates; Harris & Associates; Goodwin Consulting Group, Inc.

Table A-8
Library Fee

1. <u>Assumptions</u>	Year:	<u>2009</u>	<u>Future Total</u>
Estimated Rancho Cordova Population		61,467	175,000
Estimated Rancho Cordova Employment		50,415	88,533
Equivalent Employees /1		0	0
Employee Persons Served		0	0
Total Persons Served		61,467	175,000
2. <u>Library Facility Cost Calculation</u>			<u>Sq. Ft.</u>
Gross Library Building Square Footage Required /2			70,000
Size of Existing City Library			12,500
Additional Library Square Footage Needed			57,500
 <u>New Libraries</u>			<u>Sq. Ft.</u>
Size of Rio Del Oro Library /3			20,000
Other New Libraries			37,500
Total New Library Square Footage			57,500
 Estimated Cost of City's Portion of Rio Del Oro Library /3			\$5,000,000
Estimated Cost of Library Facilities (including land acquisition)			\$32,822,648
Financing Costs /4			\$6,035,043
Total Facilities Cost			\$43,858,000
 Total Cost Allocated to Existing Rancho Cordova			\$9,219,000
 Total Cost Allocated to Future Development in Rancho Cordova			\$34,639,000
 Cost Per Resident			\$251
3. <u>Allocation Calculation</u>			
<u>Residential</u>	<u>Persons per Household</u>	<u>Cost per Resident Served</u>	<u>Allocated Cost per Unit</u>
Single Family	2.88	\$251	\$723
Multi-Family	2.25	\$251	\$565
 <u>Non-Residential</u>	<u>Sq. Ft. per Employee</u>	<u>Cost per Employee</u>	<u>Allocated Cost per Sq. Ft.</u>
Commercial	500	na	na
Office	275	na	na
Industrial	930	na	na

/1 It is assumed that residents are the primary beneficiaries of library facilities.

/2 Based on the Sacramento Public Library Authority Facility Master Plan's threshold level of service of 0.4 square feet per capita.

/3 The Rio Del Oro Library is planned as part of the Rio Del Oro development, and per an agreement between the City and school district, 10,000 square feet of the library will be financed by the school district and the other 10,000 square feet will be financed by the City at \$500 per square foot of library space.

/4 A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; It is assumed that 25% of the fee revenue will be accumulated and therefore 75% of the total facility and land costs were assumed to be debt financed.

Source: Sacramento Public Library Authority; Goodwin Consulting Group, Inc.

APPENDIX B

Community Facilities and Costs

Table B-1 City Hall Facility Costs

Table B-2 Police Facilities Costs

Table B-3 Community Center Facility Costs

Table B-4 Corporation Yard Facility Costs

Table B-5 Museum Facility Costs

Table B-6 Parking Structure Facility Costs

Table B-7 Library Facility Costs

Table B-1
City Hall Facility Costs

	<u>Units</u>	<u>Cost per Sq. Ft.</u>	<u>Total Cost</u>
Direct Costs			
Site Development	197,813 sq. ft.	\$2.50	\$494,533
Facility Construction	85,000 sq. ft.	\$300.00	\$25,500,000
Parking	80,938 sq. ft.	\$10.50	\$849,849
Subtotal		\$313.00	\$26,844,382
Indirect Costs			
Project Contingency		10.0%	\$2,684,438
Design, Engineering & Construction Management		23.5%	\$6,308,430
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$5,368,876
Subtotal			\$14,361,744
Total Building Cost			\$41,206,126
Land Cost	197,813 sq. ft. 4.5 acres	\$10.00	\$1,978,130
Total Cost			<u>\$43,184,000</u>

Source: Harris & Associates

Table B-2
Police Facilities Costs

	<u>Units</u>	<u>Cost per Sq. Ft.</u>	<u>Total Cost</u>
Direct Costs			
Site Development	157,046 sq. ft.	\$2.50	\$392,615
Facility Construction	82,000 sq. ft.	\$305.00	\$25,010,000
Parking	64,796 sq. ft.	\$10.50	\$680,358
Subtotal		\$318.00	\$26,082,973
Indirect Costs			
Project Contingency		10.0%	\$2,608,297
Design, Engineering & Construction Management		23.5%	\$6,129,499
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$5,216,595
Subtotal			\$13,954,391
Total Building Cost			\$40,037,364
Land Cost	409,900 sq. ft. 9.4 acres	\$10.00	\$4,098,996
Total Cost			<u>\$44,136,000</u>

Source: Harris & Associates

Table B-3
Community Center Facility Costs

	<u>Units</u>	<u>Cost per Sq. Ft.</u>	<u>Total Cost</u>
Direct Costs			
Site Development	352,000 sq. ft.	\$2.50	\$880,000
Facility Construction	78,000 sq. ft.	\$265.00	\$20,670,000
Parking	183,750 sq. ft.	\$10.50	\$1,929,375
Subtotal		\$278.00	\$23,479,375
Indirect Costs			
Project Contingency		10.0%	\$2,347,938
Design, Engineering & Construction Management		23.5%	\$5,517,653
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$4,695,875
Subtotal			\$12,561,466
Total Building Cost			\$36,040,847
Land Cost	351,965 sq. ft. 8.1 acres	\$10.00	\$3,519,648
Total Cost			<u>\$39,560,000</u>

Source: Harris & Associates

Table B-4
Corporation Yard Facility Costs

	<u>Units</u>	<u>Cost per Sq. Ft.</u>	<u>Total Cost</u>
Direct Costs			
Site Development	281,600 sq. ft.	\$2.50	\$704,000
Facility Construction	70,000 sq. ft.	\$145.00	\$10,150,000
Parking	161,600 sq. ft.	\$10.50	\$1,696,800
Subtotal		\$158.00	\$12,550,800
Indirect Costs			
Project Contingency		10.0%	\$1,255,080
Design, Engineering & Construction Management		23.5%	\$2,949,438
Furniture, Fixtures, Equipment & Data Communication		7.0%	\$878,556
Subtotal			\$5,083,074
Total Building Cost			\$17,633,880
Land Cost	653,400 sq. ft. 15.0 acres	\$7.00	\$4,573,800
Total Cost			<u>\$22,208,000</u>

Source: Harris & Associates

Table B-5
Museum Facility Costs

	<u>Units</u>	<u>Cost per Sq. Ft.</u>	<u>Total Cost</u>
Direct Costs			
Site Development	139,213 sq. ft.	\$2.50	\$348,033
Facility Construction	32,375 sq. ft.	\$290.00	\$9,388,750
Parking	33,994 sq. ft.	\$10.50	\$356,937
Subtotal		\$303.00	\$10,093,720
Indirect Costs			
Project Contingency		10.0%	\$1,009,372
Design, Engineering & Construction Management		23.5%	\$2,372,024
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$2,018,744
Subtotal			\$5,400,140
Total Building Cost			\$15,493,866
Land Cost	139,392 sq. ft. 3.2 acres	\$10.00	\$1,393,920
Total Cost			<u>\$16,888,000</u>

Source: Harris & Associates

Table B-6
Parking Structure Facility Costs

	<u>Units</u>	<u>Cost per Sq. Ft.</u>	<u>Total Cost</u>
Direct Costs			
Site Development	89,726 sq. ft.	\$2.50	\$224,315
Parking Structure per stall	368 stalls	\$22,580.00	\$8,309,440
Subtotal			\$8,533,755
Indirect Costs			
Project Contingency		10.0%	\$853,376
Design, Engineering & Construction Management		23.5%	\$2,005,432
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$1,706,751
Subtotal			\$4,565,559
Total Building Cost			\$13,099,320
Land Cost	89,734 sq. ft. 2.1 acres	\$10.00	\$897,336
Total Cost			<u>\$13,997,000</u>

Source: Harris & Associates

**Table B-7
Library Facility Costs**

	<u>Units</u>	<u>Cost per Sq. Ft. (2007\$)</u>	<u>Cost per Sq. Ft. (2009\$)</u>	<u>Total Cost</u>
Construction Hard Costs				
Site Development	157,501 sq. ft.	\$3.00	\$3.00	\$472,502
Facility Construction	37,500 sq. ft.	\$370.00	\$397.00	\$14,887,569
Parking	60,000 sq. ft.	\$10.00	\$11.00	\$660,003
Hardscape	9,000 sq. ft.	\$15.00	\$16.00	\$144,001
Landscape	51,000 sq. ft.	\$8.00	\$9.00	\$459,002
Site Utilities	-	-	-	\$250,000
Design Contingency @ 10%	-	-	-	\$1,687,308
Subtotal				\$18,560,385
Furniture, Technology, and Public Art Costs				
Furniture, Fixtures & Equipment	37,500 sq. ft.	\$23.00	\$25.00	\$937,504
Technology	37,500 sq. ft.	\$23.00	\$25.00	\$937,504
Furniture & Technology Contingency @ 10%				\$187,501
Public Art @ 2% of Construction Hard Cost				\$371,208
Subtotal				\$2,433,716
Total Hard Cost				\$20,994,101
Soft Costs				
Design, Engineering & Const. Mgmt. @ 35%				\$7,347,935
Moving Costs @ 1% of Construction Hard Cost				\$185,604
Subtotal				\$7,533,539
Total Building Cost				\$28,527,640
Library Materials	85,000	\$30.00	\$32.00	\$2,720,000
Land Cost	157,501 sq. ft. 3.6 acres	\$10.00	\$10.00	\$1,575,007
Total Cost				<u>\$32,822,648</u>

Source: Sacramento Public Library Authority; Goodwin Consulting Group, Inc.

APPENDIX C

Community Facilities Fee Cost Update Report by Harris & Associates

CITY OF RANCHO CORDOVA



Community Facilities Fee Cost Update October 2009

Prepared by:



Harris & Associates



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SUMMARY

Shortly after its incorporation in 2003, the City of Rancho Cordova contracted with Goodwin Consulting Group, Inc. to develop a Community Facilities Fee (CFF) program. The CFF program was based on a Nexus Study completed by Goodwin Consulting Group (GCG), dated April 12, 2004. The public facilities recommendations came from a needs assessment completed by Chong / Partners Architecture & Daniel C. Smith and Associates.

The purpose of this 2009 report is to update the costs for the public facilities included in the Community Facilities Fee program.

The facilities included in this report are:

- City Hall
- Police Facilities
- Community Center
- Corporation Yard
- Museum
- Parking Structure

FACILITY REVISIONS

The City has updated the square footages of the required facilities based on updated population projections. Table 1 below outlines the differences between the original 2004 report and this cost update.

Table 1: Facility Size Comparison 2004 to 2009

Facility	2004 Facility Size (Sq. Ft)		2009 Facility Size (Sq. Ft)	
	Building	Acreage	Building	Acreage
City Hall	70,000	3.7	85,000	4.5
Police	92,000	3.2	82,000	9.4
Community Center	78,000	8.1	78,000	8.1
Corporation Yard	52,000	4.2	80,000	15
Museum	32,375	3.2	32,375	3.2
Parking Structure (stalls)	368	2.1	368	2.1

Using the Facility Needs Assessment, we calculated the revised square footages for landscaping and parking based on the same methodology used in the original study.

Table 2 below outlines the assumptions used in calculating the facility costs.

**Table 2: Facility Requirement Calculation**

Building	Gross Area	# Stories	Building Footprint	Set-back, Walkway Allowance	Public Spaces	Parking	Total Site Development
City Hall	85,000	2	42,500	53,125	21,250	80,938	197,813
Police	82,000	2	41,000	51,250	-	64,796	157,046
Community Center	78,000	2	52,250	65,000	51,000	183,750	352,000
Corporation Yard	80,000	1	80,000	40,000	-	161,600	281,600
Museum	32,375	1	32,375	40,469	32,375	33,994	139,213
Parking Structure (stalls)	368	3	39,878	49,848	-	-	89,726

Note: All areas shown are in square feet, unless otherwise noted

Total Site Development is equal to the sum of the building footprint, set-back & walkway allowance, public spaces and parking.

FACILITY DESCRIPTIONS AND COST ESTIMATES

City Hall

The City Hall facility includes a 2-story building with a total square footage of 85,000 square feet. This facility is planned to be built to include a building footprint of 42,500 square feet, public spaces of 21,250 square feet and 80,938 square feet of surface parking. The parking is sized to accommodate both large and standard vehicles as well as motorcycles.

Table 3: City Hall Facility Cost

Cost Description	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	197,813 sf	\$ 2.50	\$ 494,533
Facility Construction	85,000 sf	\$ 300.00	\$ 25,500,000
Parking	80,938 sf	\$ 10.50	\$ 849,849
Subtotal			\$ 26,844,382
Indirect Costs			
Project Contingency		15%	\$ 4,026,657
Design, Engineering & Construction Management		23.5%	\$ 6,308,430
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$ 5,368,876
Subtotal			\$ 15,703,963
Total Building Cost			\$ 42,548,345
Land Cost	197,813 sf	\$ 10.00	\$ 1,978,130
Total Cost			\$ 44,526,475



Police Facilities

The Police facility includes a 2-story building with a total square footage of 82,000 square feet. This facility is planned to include a building footprint of 41,000 square feet and 64,796 square feet of surface parking. The parking is sized to accommodate both large and standard vehicles as well as motorcycles.

Table 4: Police Facilities Costs

Cost Description	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	157,046 sf	\$ 2.50	\$ 392,615
Facility Construction	82,000 sf	\$ 305.00	\$ 25,010,000
Parking	64,796 sf	\$ 10.50	\$ 680,358
Subtotal			\$ 26,082,973
Indirect Costs			
Project Contingency		15%	\$ 3,912,446
Design, Engineering and Construction Management		23.5%	\$ 6,129,499
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$ 5,216,595
Subtotal			\$ 15,258,539
Total Building Cost			\$ 41,341,512
Land Cost	409,900 sf	\$ 10.00	\$ 4,098,996
Total Cost			\$ 45,440,508

The site development for the Police facility is a portion of the planned 9.4 acre parcel; this is to allow for future development.



Community Center

The Community Center facility includes a 2-story 52,000 square foot building and 1-story 26,250 square foot theater with a total combined square footage of 78,000 square feet. This facility is planned to include a building footprint of 52,250 square feet, public spaces of 51,000 square feet, and 183,750 square feet of surface parking. The parking is sized to accommodate both standard vehicles and motorcycles.

Table 5: Community Center Facility Costs

Cost Description	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	352,000 sf	\$ 2.50	\$ 880,000
Facility Construction	78,000 sf	\$ 265.00	\$ 20,670,000
Parking	183,750 sf	\$ 10.50	\$ 1,929,375
Subtotal			\$ 23,479,375
Indirect Costs			
Project Contingency		15%	\$ 3,521,906
Design, Engineering, & Construction Management		23.5%	\$ 5,517,653
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$ 4,695,875
Subtotal			\$ 13,735,434
Total Building Cost			\$ 37,214,809
Land Cost	351,965 sf	\$ 10.00	\$ 3,519,648
Total Cost			\$ 40,734,457



Corporation Yard

The Public Works Corporation Yard facility includes a 1-story maintenance and storage building with a total square footage of 80,000 square feet. This facility is planned to also include staff and equipment parking of 161,600 square feet.

Table 6: Corporation Yard Costs

Cost Description	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	281,600 sf	\$ 2.50	\$ 704,000
Facility Construction	80,000 sf	\$ 145.00	\$ 11,600,000
Parking	161,600 sf	\$ 10.50	\$ 1,696,800
Subtotal			\$ 14,000,800
Indirect Costs			
Project Contingency		15%	\$ 2,100,120
Design, Engineering & Construction Management		23.5%	\$ 3,290,188
Furniture, Fixtures, Equipment & Data Communication		7.0%	\$ 980,056
Subtotal			\$ 6,370,364
Total Building Cost			\$ 20,371,164
Land Cost	653,400 sf	\$ 7.00	\$ 4,573,800
Total Cost			\$ 24,944,964

The site development for the Corporation Yard is a portion of the planned 15 acre parcel; this is to allow for future development.



Museum

The Museum facility includes a 1-story building with a total square footage of 32,375 square feet and 33,994 square feet of surface parking.

Table 7: Museum Facility Costs

Cost Description	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	139,213 sf	\$ 2.50	\$ 348,033
Facility Construction	32,375 sf	\$ 290.00	\$ 9,388,750
Parking	33,994 sf	\$ 10.50	\$ 356,937
Subtotal			\$ 10,093,720
Indirect Costs			
Project Contingency		15%	\$ 1,514,058
Design, Engineering & Construction Management		23.5%	\$ 2,372,024
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$ 2,018,744
Subtotal			\$ 5,904,826
Total Building Cost			\$ 15,998,545
Land Cost	139,392 sf	\$ 10.00	\$ 1,393,920
Total Cost			\$ 17,392,465



Parking Structure

The Parking Structure facility includes a 3-story building with a total square footage of 89,726 square feet. The facility is designed to accommodate parking for 368 vehicles.

Table 8: Parking Structure Facility Costs

Cost Description	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	89,726 sf	\$ 2.50	\$ 224,315
Facility Construction	368 stalls	\$ 22,580	\$ 8,309,440
Subtotal			\$ 8,533,755
Indirect Costs			
Project Contingency		15%	\$ 1,280,063
Design, Engineering, & Construction Management		23.5%	\$ 2,005,432
Furniture, Fixtures, Equipment & Data Communication		20.0%	\$ 1,706,751
Subtotal			\$ 4,992,247
Total Building Cost			\$ 13,526,002
Land Cost	89,734 sf	\$ 10.00	\$ 897,336
Total Cost			\$ 14,423,338



COST ESTIMATES

Mark-ups

Mark-ups are used to cover the costs of design, project administration, fees, and contingencies. In addition, these cost estimates utilize mark-ups to provide an allowance to purchase furniture and equipment.

As part of this update, we have reviewed the Contingency and indirect cost mark-ups that were used in the previous report. We have combined some of the categories to create just three categories:

1. Project Contingency
2. Design, Engineering and Construction Management
3. Furniture, Fixtures, Equipment and Data Communications.

Based on common industry standards and the experience of our professional engineers, we are recommending the following changes:

Table 9: Comparison of Mark-ups

Mark-up Category	2004 Mark-ups	2009 Mark-ups	Comment
Project Contingency	10%	15%	Changed to 15% per City direction
Arch/Engineering Fees	7.5% to 8.0%	24%	Combined into one Category for Engineering, Design, & Construction Management
Other Consultant Fees	2%		
Project Administration	5%		
Testing & Inspection	2%		
Permits & Plan Review	2%		
Soils Testing	0.4% to 0.5%		
Data Communication	2% to 5%	7% to 20%	2 Categories Combined into Furniture, Fixtures, Equipment & Data Communication
Furniture, Fixtures & Equipment	2% to 10%		

Land Costs

The cost for undeveloped land required for each facility has been maintained at \$10 per square foot with the exception of the Corporation Yard which has been decreased to \$7 per square foot, per information received from Goodwin Consulting Group

*Sources*

These costs have been updated based on recent bid information for projects completed during the past few years. We have also compared this cost with the RS Means Square Foot Cost Book as well as the costs used in the 2004 report updated by the ENR Construction Cost Index.

MEMORANDUM



DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager
Donna Silva, Finance Director

SUBJECT: RESOLUTION ADOPTING REDUCED PARK RENOVATION FEES

RECOMMENDATION

Staff recommends Council adopt Resolution No. 39-2013.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 39-2013 will approve reduced Park Renovation Fees and authorize City Staff to administratively apply the fee reduction.

BACKGROUND

The City of Rancho Cordova was incorporated on the expectation that it would provide outstanding public amenities throughout the community. This expectation included park improvements in both the newly developed and existing communities within the City. In order to accomplish this, the City has entered into a number of Development Agreements ("DAs") that include a provision in which the developer agrees to pay the City a fee (the "Park Renovation Fee") which the City can then use to renovate, repair, improve, or maintain existing parks within the City.

There are currently two different fee levels that have been established in the DAs. The earlier DAs (pre-2005) established the Park Renovation Fee at the rate of \$733 per residential unit (Level 1 fee), while most DAs approved after 2005 were established at the rate of \$1,500 per residential unit (Level 2 fee). In accordance with the terms of the DAs, these fees have been adjusted annually on each January 1st based upon the percentage change in the United States Department of Labor Consumer Price Index (CPI) for all Urban Consumers for the San Francisco-Oakland-San Jose area. The annual CPI adjustments were suspended starting January 2010 due to the decline in the housing market, resulting in current fees remaining at the 2010 level of \$842 and \$1,702, respectively.

City Staff have been working with representatives from the Building Industry Association (BIA) to determine the appropriate level of development fees to be collected. On January 29, 2013, at the City Council Work Session for a City-BIA facilitated discussion on standards, costs, fees and strategies, City Staff received direction from the Council to reduce the Level 2 fee to \$1,000, which reflects a 41% reduction from the current fee of \$1,702, with no recommended change to the Level 1 fee. After tonight's action, both of these fees will be adjusted annually, beginning January 1, 2014. At that time, the Level 1 fee of \$842 will be

adjusted to reflect the fees that would have been in place had prior adjustments not been suspended. The Level 2 fee will be adjusted for the current year change in CPI.

The Fee Schedule shown in Exhibit A of the attached Resolution (**Attachment 1**) will be applied to all developments that have Development Agreements with Park Renovation Fees.

The following table provides a summary of the revisions to the fee schedule:

Proposed Park Renovation Fees					
Effective April 2, 2013					
Residential		Level 1 ^[a]		Level 2 ^[b]	
		Current	Proposed	Current	Proposed
Single Family	<i>per Unit</i>	\$842	\$842	\$1,702	\$1,000

[a] Level 1 represents Park Renovation Fees established in individual development agreements (DA) at a rate of \$733 with subsequent adjustments occurring for CPI Adjustments

[b] Level 2 represents Park Renovation Fees established in individual development agreements (DA) at a rate of \$1,500 with subsequent adjustments occurring for CPI Adjustments

In order to streamline the process, and be more expeditious in lowering the fees for the affected Level 2 developments, Staff will administratively apply the fee reduction at the City level rather than require numerous amendments to individual Development Agreements as discussed at the January 29th Work Session.

ATTACHMENT

Resolution No. 39-2013 with Exhibit A

2063006.1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 39-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING REDUCED PARK RENOVATION FEES**

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 that 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, there are two different fee levels that have been established in these Development Agreements. The Level 1 fee was originally established at the rate of \$733 per residential unit, and the Level 2 fee was originally established at the rate of \$1,500 per residential unit. Both of these fees have been adjusted on an annual basis in accordance with the terms of the Development Agreements; and

WHEREAS, the annual adjustments were temporarily suspended starting January 2010 due to the decline in the housing market, resulting in current fees remaining at the 2010 level of \$842 and \$1,702, respectively; and

WHEREAS, the City has been working with representatives from the Building Industry Association (BIA) to determine the appropriate level of development fees to be collected; and

WHEREAS, as a result of this effort, it is recommended the City retain the current Level 1 fee and reduce the Level 2 fee to \$1,000 per residential unit; and

WHEREAS, in order to be expeditious and administratively efficient in lowering the Park Renovation Fees for the Level 2 developers, Staff will assess and collect the reduced fees based on this Resolution rather than requiring individual developers to request an amendment to their Development Agreement to take advantage of this fee reduction; and

WHEREAS, the Park Renovation Fee will continue to be subject to annual inflationary adjustments; and

WHEREAS, beginning on January 1, 2014, the Level 1 fee will be adjusted to the rate that would have been in effect had the annual adjustment not been suspended starting in January 2010; and

WHEREAS, beginning on January 1, 2014, the Level 2 fee will be adjusted for the current year change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area; and

WHEREAS, the City Council desires to implement the updated fee schedule detailed in the attached **Exhibit A**, effective April 2, 2013; and

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

1. **Approval of Fees**. The reduced Park Renovation Fees, as set forth in the attached **Exhibit A**, are hereby approved effective April 2, 2013. The reduced fees will be administratively applied at the staff level. The fees established by this Resolution will remain in effect until a new fee is adopted or individual amendments to Development Agreements are processed.
2. **Annual Fee Adjustment**. Beginning on January 1, 2014, the Park Renovation Fees shall be adjusted annually on each January 1st based upon the percentage change in the United States Department of Labor Consumer Price Index (CPI) for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year.
3. **Initial Fee Adjustment – January 1, 2014**. On January 1, 2014, the Park Renovation Fee referred to as the “Level 1 Fee” will be adjusted to reflect the fee amount that would have been in place had prior adjustments not been suspended. The Park Renovation Fee referred to as the “Level 2 Fee” will be adjusted for the current year change in CPI.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of April 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

Proposed Park Renovation Fees					
Effective April 2, 2013					
		Level 1 ^[a]		Level 2 ^[b]	
Residential		Current	Proposed	Current	Proposed
Single Family	<i>per Unit</i>	\$842	\$842	\$1,702	\$1,000

[a] Level 1 represents Park Renovation Fees established in individual development agreements (DA) at a rate of \$733 with subsequent adjustments occurring for CPI Adjustments

[b] Level 2 represents Park Renovation Fees established in individual development agreements (DA) at a rate of \$1,500 with subsequent adjustments occurring for CPI Adjustments

2063004.1

MEMORANDUM

DATE: April 1, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTIONS AND ORDINANCES REMOVING THE LIBRARY FEE COMPONENT FROM THE SUNRISE DOUGLAS COMMUNITY PLAN AND VILLAGES OF ZINFANDEL DEVELOPMENT IMPACT FEE PROGRAMS



RECOMMENDATION

1. Adopt Resolution No. 28-2013, removing the Library Fee Component from the Sunrise Douglas Community Plan Development Impact Fee Program ("SDCP Fee Program"); and
2. Adopt Resolution No. 29-2013, removing the Library Fee Component from the Villages of Zinfandel Public Facilities Financing Plan Development Impact Fee Program ("VOZ Fee Program"); and
3. Waive the first reading and introduce Ordinance No. 8-2013, amending portions of Chapter 16.81 of the Rancho Cordova Municipal Code with regard to collection of a fee to fund Library Facilities within the Villages of Zinfandel Area; and
4. Waive the first reading and introduce Ordinance No. 7-2013, amending Chapter 16.83 of the Rancho Cordova Municipal Code with regards to collection of a fee to fund Library Facilities and extending the temporary deferral for payments of certain development impact fees within the Sunrise Douglas Community Plan

RESULT OF RECOMMENDED ACTION

Adoption of the Resolutions and Ordinances will assist in the City's efforts to consolidate the collection of fees to fund library facilities in the City. Adoption of Resolution Nos. 28-2013 and 29-2013 removes the individual Library Fee Component from the Sunrise Douglas Community Plan and the Villages of Zinfandel Fee Programs, respectively. Adoption of Ordinance Nos. 8-2013 and 7-2013 makes amendments to Chapter 16.81 and Chapter 16.83, respectively, of the Rancho Cordova Municipal Code to close the respective library funds and transfer the revenues to the Library Fund in the Community Facilities Fees. The consolidation of these funds will facilitate the administration of the library fees.

BACKGROUND

The City currently collects development impact fees to fund library facilities in the City in three separate funds, as shown below.

Library Fees				
	SD Library Fee	VOZ Library Fee	CFF Library Fee	Total Library Fees
Sunridge Specific Plan Area	\$580.75	N/A	-0-	\$580.75
Villages of Zinfandel	N/A	\$349.34	\$272.75	\$622.09
All Other Development Areas			\$622.09	\$622.09

In all areas of the City, with the exception of the Sunridge Specific Plan (SRSP) Area and the Villages of Zinfandel (VOZ) Special Planning Area, library facilities are funded by collection of the Community Facilities Fees (CFF) Library Fee in the current amount of \$622.09. The Nexus Study that established this fee was based on a needs assessment study that estimated that 110,400 square feet of library space would be needed to serve the City's future population. In developing the CFF Library Fee component, the analysis included an assumption that a 20,000 square foot facility would be funded by the Sunrise Douglas Community Plan (SDCP) area. Accordingly, the calculation of the CFF Library Fee was based on funding 90,400 square feet, excluding the portion that would be paid for by the SDCP area.

The assumptions in the Nexus Study for the SDCP Fee Program were based on the Sacramento Public Library Authority estimates that a 20,000 square foot community library would be needed to serve the entire SDCP Area. The Sunrise Douglas Library Fee of \$580.75 currently collected in the SRSP Area is the fair-share portion of that facility and is collected in lieu of the CFF Library Fee.

In the implementation of the VOZ Fee Program, it was identified that it would be appropriate to utilize the library fees collected in the VOZ area to advance the timing of available funds for the Sunrise Douglas Community Library, or to alternatively use the funds collected to upgrade the existing Rancho Cordova Library until such time as the Sunrise Douglas Community Library is completed. Since the original calculation of the CFF Library Fee did not exclude the VOZ area, the development impact fee of \$349.34 is credited towards the citywide CFF Library Fee such that only a portion of the CFF Library Fee is collected in the amount of \$272.75 to equal out the total fee of \$622.09.

DISCUSSION

In a concurrent action before the Council is an action to reduce and consolidate the Community Facilities Fees, including an action to lower the CFF Library Fee. In an effort to consolidate the collection of fees to fund library facilities in the City, staff is proposing to eliminate the collection of the SDCP and VOZ Library Fees, and instead solely collect the CFF Library Fee. It is appropriate to consolidate the collection of fees since the overall purpose is for new developments to pay their fair-share of library facilities to serve the future population. The revised CFF Nexus Study being presented tonight

under a separate action now includes the 20,000 square foot library previously identified as being separately funded by the SDCP Area.

The reduced proposed CFF Library Fee of \$578 is lower than the existing amounts currently being collected in the SDCP and VOZ areas to fund library facilities. The Resolutions and Ordinances presented for adoption simply eliminate the separate specific plan library fees such that the CFF Library Fee will be collected in those areas as a single fee instead. This action reduces the overall library fee and streamlines the collection of fees to fund the library facilities.

Implementation of the Fee Changes

Resolution No. 28-2013 (**Attachment 1**) and Resolution No. 29-2013 (**Attachment 2**) remove the individual Library Fee Components from the SDCP and VOZ Fee Programs, respectively. Ordinance No. 8-2013 (**Attachment 3**) and Ordinance No. 7-2013 (**Attachment 4**) make specific amendments to Chapter 16.81 and Chapter 16.83 of the Rancho Cordova Municipal Code, respectively, to close the library funds and direct the transfer of revenues collected to the Community Facilities Fees Library Fund. Another minor revision to Chapter 16.83 included with this action extends temporary deferral of certain development impact fees from June 20, 2013 to June 20, 2016. A similar revision was made when the transportation impact fee was updated in January 2013.

ATTACHMENTS

1. Resolution No. 28-2013 with Exhibit A
2. Resolution No. 29-2013 with Exhibit A
3. Ordinance No. 8-2013
4. Ordinance No. 7-2013

CITY OF RANCHO CORDOVA

RESOLUTION NO. 28-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REMOVING THE LIBRARY FEE COMPONENT FROM THE SUNRISE DOUGLAS
COMMUNITY PLAN DEVELOPMENT IMPACT FEE PROGRAM**

WHEREAS, on June 7, 2004, the City Council approved Resolution No. 79-2004 adopting the Sunrise Douglas Community Plan ("SDCP") Development Impact Fee Program Nexus Study ("SDCP Fee Program") and the required California Government Code Mitigation Fee Act nexus findings for utilizing a development impact fee program to finance improvements. Specifically, the Nexus Study identified the financing of a roadway, transit shuttle, supplemental offsite water, interim sewer, park, and library facilities in the Sunridge Specific Plan ("SRSP") Area; and

WHEREAS, the City Council adopted Ordinance No. 24-2004 adding Chapter 16.83 to Title 16 of the Rancho Cordova Municipal Code establishing the development impact fees to be collected within the SRSP Area; and

WHEREAS, on August 1, 2005, the City Council adopted Resolution No. 93-2005, updating the SDCP Nexus Study to reflect the revised Capital Improvement Program modifying the fees for sewer, offsite water and roadway facilities; and

WHEREAS, based on the estimate by the Sacramento Public Library Authority that a new 20,000 square foot library would be needed to serve the entire SDCP Area, the Library Fee Component of the SDCP Fee Program was based on the SRSP's fair-share contribution for funding such library facility; and

WHEREAS, subsequent to the SDCP Nexus Study, Council adopted the Community Facilities Fee (CFF) Program, which included a Library Fee Component. The CFF Program's Nexus Study based the Library Fee Component on a needs assessment study which identified a regional library that would serve the entire existing and new growth area, which took into account the funding provided by the SDCP Library Fee; and

WHEREAS, in an effort to consolidate fees, it is the City's desire to discontinue collecting the SDCP Library Fee and collect the CFF Library Fee instead. This consolidation is not a new fee, nor an increased fee, however, it will require adoption of a new fee resolution for the SDCP Fee Program to remove the SDCP Library Fee; and

WHEREAS, the City Council desires to implement the updated fee schedule to remove the SDCP Library Fee from the SDCP Fee Program as detailed in the attached **Exhibit A**; and

WHEREAS, on April 1, 2013, the City Council conducted a public hearing regarding the consolidation of the SDCP Library Fee to the CFF Library Fee, and all written and oral presentations having been duly considered by the Council. Notice of said public hearing was properly given pursuant to the Mitigation Fee Act.

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

1. The above recitals are true and correct.
2. The Council finds and determines that:
 - a. The purpose of the SDCP Fee Program is for the financing necessary to ensure that development within the Sunrise Douglas Community Plan area, including the Sunridge Specific Plan area, is capable of being provided, within a reasonable period of time, with adequate levels of roadway, transit, water, interim sewer, park development, and library facilities, as well as to fund updates and administration of the SDCP Fee Program.
 - b. The SDCP Fee Program is used to fund the roadway, transit, water, interim sewer, park development, and library facilities identified in the SDCP Fee Program, and SDCP Fee Program updates and administration.
 - c. There is a reasonable relationship between the use of the SDCP Fee Program and the type of development projects on which the fees will be imposed as set forth in the SDCP Fee Program.
 - d. There is a reasonable relationship between the need for the identified public facilities and the type of development projects on which the fees are imposed as set forth in the SDCP Fee Program.
 - e. There is a reasonable relationship between the amount of the SDCP Fee Program and the cost of the identified public facilities, or portion of the identified public facilities attributable to the development on which the fees are imposed as set forth in the SDCP Fee Program.
 - f. The SDCP Fee Program contains a Library Fee Component. Subsequent to the SDCP Nexus Study, the City Council adopted the CFF Program, which also included a Library Fee Component. The CFF Program's Nexus Study based the Library Fee Component on a needs assessment study on a regional level, including serving the City's future population. The CFF Program's Library Fee took into account the funding provided by the SDCP Library Fee. The CFF Library Fee Component was not imposed on the SDCP.
 - g. The purpose and use of the SDCP Library Fee and the CFF Library Fee are to fund the same regional facility. The CFF Program took into consideration the SDCP Library Fee, therefore, only imposed development impact fees necessary to complete the facilities without imposing duplicate fees on developers. The CFF Library Fee can be collected in the SRSP Area, instead of the SDCP Library Fee, in order to provide the facility that will also serve the SRSP Area.
 - h. There is a reasonable relationship between the amount of the CFF Library Fee and the cost of the identified public facilities, or portion of the identified public facilities, attributable to the development on which the fees are imposed as set forth in the CFF Program Nexus Study, which include the SRSP Area.

ATTACHMENT 1

- i. The amount collected under the CFF Library Fee, as shown in **Exhibit A**, will be less than what is currently collected for library facilities in the SDCP Area under the SDCP Fee Program.
2. **Approval of Fee Deletion**. The deletion of the SDCP Library Fee from the SDCP Fee Program, as set forth in **Exhibit A** attached hereto, is hereby approved. Effective immediately, the CFF Library Fee will be collected in lieu of the SDCP Library Fee.

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

Effective immediately, the Library Fee as shown below will no longer be collected as a component of the Sunrise Douglas Community Plan Development Impact Fee Program. The Library Fee in the citywide Community Facilities Fee Program will be collected in lieu of the Specific Plan library fee to fund library facilities serving the new growth area, including the Sunrise Douglas Community Plan Area.

Sunrise Douglas Community Plan Development Impact Fee Program Library Fee	
Residential	
Single Family	\$580.75
Multifamily	\$454.10
Non-Residential	
Office	Not applicable
Commercial	Not applicable

CITY OF RANCHO CORDOVA

RESOLUTION NO. 29-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REMOVING THE LIBRARY FEE COMPONENT FROM THE VILLAGES OF ZINFANDEL
DEVELOPMENT IMPACT FEE PROGRAM**

WHEREAS, on December 15, 2003, the City Council approved Resolution No. 80-2003 imposing the Villages of Zinfandel Public Facilities Financing Plan Development Impact Fees ("VOZ Fee Program") to finance the required offsite roadway and library facilities in the Villages of Zinfandel ("VOZ") Special Plan Area; and

WHEREAS, the City Council adopted Ordinance No. 28-2003 adding Chapter 16.81 to Title 16 of the Rancho Cordova Municipal Code to permanently establish the development impact fees to be collected within the VOZ Area; and

WHEREAS, the library fees collected in the VOZ Area were identified and established as a fair-share source of supplemental funds for the Sunrise Douglas Community Library originally identified by the Sacramento Library Authority as needed to service the Sunrise Douglas Community Plan Area; and

WHEREAS, subsequent to the establishment of the VOZ Library Fee, the Community Facilities Fee (CFF) Program Nexus Study based its Library Fee Component on a needs assessment study which identified a regional library that would serve the entire existing and new growth area. The CFF Program Nexus Study did not take into account the fair-share contribution from the VOZ Library Fee; and

WHEREAS, the VOZ Library Fee and the remaining portion of the CFF Library Fee are collected for new development within the VOZ Special Planning Area; and

WHEREAS, in an effort to consolidate fees, it is the City's desire to discontinue collecting the VOZ Library Fee and collect the full amount of the CFF Library Fee instead. This consolidation is not a new fee, nor an increased fee, but will require adoption of a new fee resolution for the VOZ Fee Program to remove the VOZ Library Fee; and

WHEREAS, the City Council desires to implement the updated fee schedule, attached hereto as **Exhibit A**, in order to remove the VOZ Library Fee from the VOZ Fee Program; and

WHEREAS, on April 1, 2013, the City Council conducted a public hearing regarding the consolidation of the VOZ Library Fee to the CFF Library Fee, and all written and oral presentations having been duly considered by the Council. Notice of said public hearing was properly given pursuant to the Mitigation Fee Act.

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

1. The above recitals are true and correct.
2. The Council finds and determines that:
 - a. The purpose of the VOZ Fee Program is to finance necessary improvements to ensure that development within the VOZ Special Planning Area provided adequate levels of roadway and library facilities within a reasonable period of

ATTACHMENT 2

time. The VOZ Fee Program is used to fund the roadway and library facilities identified in the Public Facilities Financing and administration.

- b. There is a reasonable relationship between the use of the VOZ Fee Program and the type of development projects on which the fees will be imposed as set forth in the VOZ Fee Program.
 - c. There is a reasonable relationship between the need for the identified public facilities and the type of development projects on which the fees are imposed as set forth in the VOZ Fee Program.
 - d. There is a reasonable relationship between the amount of the VOZ Fee Program and the cost of the identified public facilities, or portion of the identified public facilities, attributable to the development on which the fees are imposed as set forth in the financing plan.
 - e. The VOZ Fee Program contains a Library Fee Component. Subsequent to the imposing the VOZ Fee Program, the City Council adopted the CFF Program, which also included a Library Fee Component. Both Library Fee Components fund the same regional facility. The CFF Library Fee can be collected in the VOZ Area in order to provide the facility that will also serve that area.
 - f. There is a reasonable relationship between the amount of the CFF Library Fee and the cost of the identified public facilities, or portion of the identified public facilities, attributable to the development on which the fees are imposed as set forth in the CFF Program Nexus Study, which include the VOZ Area.
 - g. The amount collected under the CFF Library Fee, as shown in Exhibit A, will be less than what is currently collected for library facilities in the VOZ Area under both the VOZ Public Facilities Plan and the CFF.
2. **Approval of Fee Deletion.** The deletion of the VOZ Library Fee from the VOZ Fee Program, as set forth in Exhibit A attached hereto, is hereby approved. Effective immediately, the CFF Library Fee will be collected in lieu of the VOZ Library Fee.

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

Effective immediately, the Library Fee as shown below will no longer be collected as a component of the Villages of Zinfandel Public Facilities Financing Plan Development Impact Fee Program. The Library Fee in the citywide Community Facilities Fee Program will be collected in lieu of the special planning area library fee to fund library facilities serving the new growth area including the Villages of Zinfandel Special Planning Area.

Villages of Zinfandel Development Impact Fee Program Library Fee	
Residential	
Low Density Residential	\$349.34
Medium Density Cluster Residential	\$349.34
Medium Density Residential	\$349.34
Non-Residential	
Business/Professional Office	Not applicable
Retail Commercial	Not applicable
Light Industrial	Not applicable

ATTACHMENT 3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 8-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING PORTIONS OF CHAPTER 16.81 OF THE RANCHO CORDOVA
MUNICIPAL CODE WITH REGARD TO COLLECTION OF A FEE TO FUND
LIBRARY FACILITIES WITHIN THE VILLAGES OF ZINFANDEL AREA**

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

Section 1. Purpose and Declarations.

WHEREAS, Title 16, Chapter 16.81 was added to the Rancho Cordova Municipal Code (RCMC) to establish development impact fees to finance the cost of offsite roadway mitigation and library facilities required by the Villages of Zinfandel (VOZ) Public Facilities Financing Plan (PFFP); and

WHEREAS, Sections 16.81.050, 16.81.090 and 16.81.110 provide for the establishment and administration of the VOZ Library Fund and for the calculation and collection of development fees in the VOZ Area for deposit into the fund; and

WHEREAS, the citywide Community Facilities Fees (CFF) Library Fee was established to fund library facilities for the future population of the City and assumed that funding for a portion of the overall library needs would be funded by the SDCP Area Library Fee; and

WHEREAS, the PFFP for the VOZ Development Impact Fee Program assumed that the VOZ library development fee would be used to fund either (1) a portion of the new Sunrise Douglas Community Library facility or (2) upgrades to the existing Rancho Cordova Community Library; and

WHEREAS, in an effort to consolidate the collection of fees to fund library facilities in the City to a single fee, the CFF Program Nexus Study update consolidated the funding assumptions to reflect that the CFF Library Fee would fund all library facilities needs including library facilities serving the SDCP and VOZ Area; and

WHEREAS, the purpose of this amendment is to eliminate the VOZ Library Fee and direct the transfer of library fees collected in the VOZ Area to the CFF Library Fund;

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

Section 1. Amendment of Code. Section 16.81.050 entitled "Establishment and Administration of Villages of Zinfandel Library Fund" is hereby retitled and amended as follows:

~~Section 16.81.050: Establishment and Administration of Villages of Zinfandel Library Fund~~

~~(a) — There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Villages of Zinfandel Library Fund or other appropriate accounting mechanism. All amounts collected from library facilities development fees shall be placed in said fund and shall be expended by the City of Rancho Cordova solely~~

ATTACHMENT 3

~~to pay the estimated cost of library facilities identified in the PFFP Library Development Fee Program.~~

Section 16.81.050: Villages of Zinfandel Library Fund: Elimination and Transfer to CFF Library Fund.

(a) The Villages of Zinfandel Library Fund is hereby eliminated. The Villages of Zinfandel Library Fund was established as a special interest-bearing trust fund for the collection of library Development Fees. The collected library Development Impact Fees were to be used by the City of Rancho Cordova, solely to pay the estimated cost of library facilities identified in the Villages of Zinfandel Public Facilities Financing Plan Development Fee Program - Library Development Fee Program.

(b) All library Development Fees collected in the Villages of Zinfandel Area pursuant to this Chapter that were placed in the Villages of Zinfandel Library Fund shall be transferred to that interest-bearing trust fund entitled "the Capital Facilities Fund ("CFF") Library Fund" to be expended by the Sacramento Public Library Authority, or its successor agency, to pay the costs of library facilities identified in CFF Nexus Study, including those facilities identified in the Villages of Zinfandel Public Facilities Financing Plan Development Fee Program.

Section 2. Amendment of Code. Section 16.81.090 entitled "Establishment of Development Fees" is hereby amended to read as follows:

A separate development fee is hereby established for each of the following categories:
(a) Administration; and (b) Offsite Roadway Mitigation facilities; ~~and (c) Library facilities.~~

Section 3. Amendment of Code. Section 16.81.110(a) entitled "Establishment of Dwelling Unit Equivalent Factor for Land Uses within the Villages of Zinfandel PFFP Area" is hereby repealed in its entirety.

~~(a) The dwelling unit equivalent (DUE) factors per development unit utilized to calculate the library facilities development fee shall be as follows:~~

<u>Land Use Category</u>	<u>DUE Factor</u>	<u>Development Unit</u>
Residential	1.0	Dwelling Unit
Low Density (LD)	1.0	Dwelling Unit
Low Density Cluster (LDC)	1.0	Dwelling Unit
Medium Density (MD)	1.0	Dwelling Unit

Section 4. 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.

ATTACHMENT 3

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

ATTACHMENT 4

CITY OF RANCHO CORDOVA

ORDINANCE NO. 7-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING PORTIONS OF CHAPTER 16.83 OF THE RANCHO CORDOVA MUNICIPAL
CODE WITH REGARD TO COLLECTION OF A FEE TO FUND LIBRARY FACILITIES AND
EXTENDING THE TEMPORARY DEFERRAL FOR PAYMENTS OF CERTAIN
DEVELOPMENT IMPACT FEES WITHIN THE SUNRISE DOUGLAS COMMUNITY PLAN**

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

Section 1. Purpose and Declarations.

WHEREAS, Title 16, Chapter 16.83 was added to the Rancho Cordova Municipal Code (RCMC) to establish development impact fees to finance the cost of public facilities within the Sunrise Douglas Community Plan (SDCP) Area, including a fair share for library facilities; and

WHEREAS, Sections 16.83.065, 16.83.120 and 16.83.140 provide for the establishment and administration of the SDCP Library Fund and for the calculation and collection of development fees in the Sunridge Specific Plan (SRSP) Area for deposit into the fund. Chapter 16.83 refers to the SRSP Area as "Area 1"; and

WHEREAS, the citywide Community Facilities Fees (CFF) Library Fee was established to fund library facilities for the future population of the City and assumed that funding for a portion of the overall library needs would be funded by the SDCP Area Library Fee; and

WHEREAS, in an effort to consolidate the collection of fees to fund library facilities in the City to a single fee, the CFF Program Nexus Study update consolidated the funding assumptions to reflect that the CFF Library Fee would fund all library facilities needs and would now be applicable to the SDCP Area; and

WHEREAS, the purpose of this amendment is to eliminate the SDCP Library Fee and direct the transfer of library fees collected in the SDCP Area to the CFF Library Fund; and

WHEREAS, in response to the downturn in the housing market, the Council has previously adopted Ordinance Nos. 10-2009 and 32-2010 that extended the time period of the Development Impact Fee Deferral Program until June 30, 2013; and

WHEREAS, in anticipation of a future extension of the Development Impact Fee Deferral Program, the purpose of this amendment is also to extend the time period of the Development Impact Fee Deferral Program to June 20, 2016.

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

Section 1. Amendment of Code. Section 16.83.065 entitled "Establishment and Administration of Sunrise Douglas Community Plan Library Fund" is hereby retitled and amended as follows:

ATTACHMENT 4

~~16.83.065: “Establishment and Administration of Sunrise Douglas Community Plan Library Fund”~~

~~(a) There is hereby created by the Department of Finance in the City Treasury a special interest bearing trust fund entitled the Sunrise Douglas Community Plan Library Fund. All library Development Fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the Sacramento Public Library Authority, or its successor agency, solely to pay the costs of library facilities identified in the Sunrise Douglas Community Plan Specific Plan Development Impact Fee Program.~~

16.83.065: “Sunrise Douglas Community Plan Library Fund; Elimination and Transfer to CFF Library Fund”

(a) The Sunrise Douglas Community Plan Library Fund is hereby eliminated. The Sunrise Douglas Community Plan Library Fund was previously established as a special interest-bearing trust fund for the collection of library Development Fees collected in Area 1 pursuant to this Chapter. The collected library Development Fees were to be used by the Sacramento Public Library Authority, or its successor agency, solely to pay the costs of library facilities identified in the Sunrise Douglas Community Plan Specific Plan Development Impact Fee Program.

~~(b) The Sunrise Douglas Community Plan Library Fund shall be administered by the Sacramento Public Library Authority.~~

(b) All library Development Fees collected in Area 1 pursuant to this Chapter that were placed in Sunrise Douglas Community Plan Library Fund shall be transferred to that interest-bearing trust fund entitled “the Capital Facilities Fund (“CFF”) Library Fund” to be expended by the Sacramento Public Library Authority, or its successor agency, to pay the costs of library facilities identified in CFF Nexus Study, including those facilities identified in the Sunrise Douglas Community Plan Specific Plan Development Impact Fee Program.

Section 2. Section 16.83.105 entitled “Payment of Developer Fees – Temporary Deferral” is hereby amended as follows:

16.83.105 PAYMENT OF DEVELOPMENT FEES – TEMPORARY DEFERRAL

Notwithstanding any other requirement in Section 16.83.100, due to the temporary and acute nationwide slowdown in the housing market, the City Manager shall have the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this Chapter to the earlier of 24 hours prior to scheduling a final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved by the City Manager. This section shall automatically expire and be of no force and effect after ~~June 20, 2013~~ June 20, 2016.

Section 3. Amendment of Code. Section 16.83.120(c) entitled “Establishment of Development Fees and Creation of Zones” is hereby amended to read as follows:

(c) The Sunrise Douglas Community Plan Roadway Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Transit Shuttle Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Supplemental Offsite Water Development Fee shall apply to property within Area 1. The Sunrise Douglas

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Community Plan Interim Sewer Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan CRPD Park Improvement Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Library Development Fee shall not apply to property within Area 1; the property within Area 1 shall be subject to the CFF Library Fee. The Sunrise Douglas Community Plan Fee Program Update Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Administration Fee shall apply to property within Area 1

Section 4. Amendment of Code. Section 16.83.140(g) entitled "Establishment of Equivalent Dwelling Unit Factors for Land Uses within the Sunrise Douglas Community Plan Area" is hereby repealed in its entirety.

~~_____ (g) The equivalent dwelling unit (EDU) factors utilized to calculate the library Development Fees shall be as follows:~~

Land Use Categories	EDU Factor
Single Family Residential	1.00 per unit
Multifamily Residential	0.78 per unit
Office	N/A
Commercial	N/A

Section 4. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance will 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