



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

Monday, May 06, 2013

4:00 PM – Special Meeting/Closed Session

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

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

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2013

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CITY HALL CLOSURE DATES

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

2014 - Proposed

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CITY HALL CLOSURE DATES

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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
Thu, Dec 25 - Christmas Day
Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

2015 - Proposed

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

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

Monday, May 06, 2013

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

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers
Followed by Special Meetings in the Community Board Room**

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Community Prosecutor.

4. ADJOURNMENT OF STUDY SESSION

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

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Tim Layfield from First Covenant Church will give the invocation.

9. PRESENTATIONS

- 9.1 Presentation Acknowledging Pleasant Grove High School Varsity Basketball Team for Winning the State Championship Presented to Bill McCain, Assistant Coach and the Pleasant Grove Varsity Basketball Team.
- 9.2 Presentation on the 10 Year Anniversary for the City of Rancho Cordova Presented by Troy Holt, Public Information & Legislative Affairs Manager for the City of Rancho Cordova and Shelly Blanchard, Executive Director of Cordova Community Council.
- 9.3 Presentation of Proclamation to Building & Safety for Safety Month.
- 9.4 Presentation of Proclamation for May is Bike Month presented to Employees of Vision Service Plan.
- 9.5 Presentation of Proclamations for Public Service Recognition Week (May 6-10, 2013) to City Team Members, Reed Flory, Jessica Hayes, Dana Grossi for their Efforts in Enhancing City Housing Opportunities and to John Samuelson, David Gassaway, Victor Ramos, Ryan Davis and Juan Martinez for their Continued Efforts in Maintaining and Improving the City Streets.

10. PUBLIC COMMENT

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

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.

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of April 1, 2013 Regular Meeting and April 9, 2013 Special Meeting.
Recommendation: Adopt minutes.
- 12.2 **Subject:** Second Reading of Ordinance 9-2013, Construction and Demolition Debris Reduction, Reuse, and Recycling Ordinance.
Recommendation: Waive second hearing and adopt Ordinance No. 9-2013.
Result of Recommended Action: 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.
Staff Report: Cyrus Abhar, Public Works Director.
Advances Goals: 1 and 2.
- 12.3 **Subject:** Second Reading of Ordinance Nos. 7-2013 and 8-2013, Removing the Library Fee from the Sunrise Douglas Community Plan and Villages of Zinfandel Development Impact Fee Programs.
Recommendation: Waive the second reading and adopt Ordinance Nos. 7-2013 and 8-2013.
Result of Recommended Action: 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.
- 12.4 **Subject:** An Ordinance Rescinding Ordinance 24-2006 Establishing a Special Tax for Police Protection for the Montelena Subdivision.
Recommendation: Waive first reading and introduce Ordinance No. 11-2013.
Result of Recommended Action: Adoption of Ordinance No. 11-2013 will rescind Ordinance 24-2006 establishing a special tax for Police Protection for the Montelena subdivision (Zone 30). The Special Police Tax has been replaced with Community Facilities District (CFD) 2013-2 (Police Services) that was formed in February 2013. This action is required in accordance with Section 6.4.4 of the Montelena Development Agreement.
Staff Report: Donna Silva, Finance Director and Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.
- 12.5 **Subject:** Resolution Granting the City Manager the Authority to Approve Future Contract Change Orders with Jaguar Construction for the Rancho Cordova City Hall Tenant Improvement Project.
Recommendation: Adopt Resolution 48-2013.
Result of Recommended Action: Adoption of a resolution will grant the City Manager with the authority to approve future change orders associated with the Rancho Cordova City Hall Tenant Improvement project, increasing the contract value from \$99,997 to an amount not to exceed \$115,000.
Staff Report: Cyrus Abhar, Public Works Department.
Advances Goal: 5.

- 12.6 **Subject:** Resolution Authorizing Payment to Golden State Water for the Difference Between Actual and Estimated Construction Cost for the Replacement of a Portion of Water Main on Folsom Boulevard.
 Recommendation: Adopt Resolution 49-2013.
 Result of Recommended Action: Adoption of this resolution would authorize payment of \$21,150.83 to Golden State Water for the replacement of a portion of the water main on Folsom Boulevard increasing the total contract value from \$382,515 to \$403,665.83.
 Staff Report: Cyrus Abhar, Public Works Department.
 Advances Goal: 5.
- 12.7 **Subject:** Resolution Awarding a Concrete Maintenance Services Contract to Cazadores Construction Inc.
 Recommendation: Adopt Resolution No. 45-2013.
 Result of Recommended Action: Adoption of the resolution will allow the City to award a three year concrete maintenance services agreement to the lowest responsive bidder Cazadores Construction Inc. in an amount not to exceed \$225,700.
 Staff Report: Cyrus Abhar, Public Works Department.
 Advances Goals: 2 and 5.
- 12.8 **Subject:** Resolution Awarding a Street Maintenance Services Agreement with California Pavement Maintenance Company, Inc.
 Recommendation: Adopt Resolution 44-2013.
 Result of Recommended Action: Adoption of the resolution will allow the City to award a three year street maintenance services agreement to the lowest responsive bidder California Pavement Maintenance Company, Inc. in an amount not to exceed \$5,206,610.
 Staff Report: Cyrus Abhar, Public Works Department.
 Advances Goals: 2 and 5.
- 12.9 **Subject:** Appointment of Labor Negotiators.
 Recommendation: Appoint Ted Gaebler and Joe Chinn as Labor Negotiators.
 Result of Recommended Action: This action will allow negotiation with the Sacramento County Sheriff regarding police services contract renewal.
 Staff Report: Ted Gaebler, City Manager.
 Advances Goal: 5.
- 12.10 **Subject:** Appointment of Real Property Negotiators.
 Recommendation: Appoint Ted Gaebler, Joe Chinn, Donna Silva, Cyrus Abhar, Adam Lindgren, and John Samuelson as Real Property Negotiators.
 Result of Recommended Action: This action will allow negotiation of price and payment terms for real property located at Zinfandel Drive at the Southern City Boundary, APN: 072-2860-004.
 Staff Report: Cyrus Abhar, Public Works Director.
 Advances Goal: 5.
- 12.11 **Subject:** 2012 General Plan Annual Report.
 Recommendation: Receive the 2012 General Plan Annual Report as required by State law.
 Result of Recommended Action: By receiving this report, the City Council is satisfying its statutory obligation under State law. No further action is required on the part of the City Council. The purpose of the report is to provide an annual accounting

of implementation of the General Plan.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 5.

- 12.12 **Subject:** An Ordinance of the City Council of the City of Rancho Cordova Amending Section 9.36.061, Titled "Animals," of Chapter 9.36, Titled "Park Regulations," of its Municipal Code.

Recommendation: Waive the first reading and introduce Ordinance No. 12-2013.

Result of Recommended Action: Adoption of Ordinance No. 12-2013 would amend the Rancho Cordova Municipal Code to eliminate the prohibition of dogs, cats and other animals in the vicinity of and on a bicycle trail. The requirement that these animals are kept on leash will be maintained and leash lengths will be allowed up to eight feet.

Staff Report: Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 1 and 3.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** 3000 Sunrise Boulevard Tentative Parcel Map; Project No. DD7893.

Recommendation: Adopt Resolution No. 50-2013.

Result of Recommended Action: Adoption of this resolution would create two parcels, each with a single building. The buildings could then be sold individually in the future and the project would be conditioned to maintain the common parking and access. The owner may wish to impose private conditions in the form of CC&R's to control other common maintenance needs outside the City preview.

Staff Report: William Campbell, Principal Planner.

Advances Goal: 6.

- 13.2 **Subject:** Resolution Readopting the Updated Transportation Development Impact Fee Program and Nexus Study.

Recommendation: Adopt Resolution No. 46-2013.

Result of Recommended Action: Adoption of Resolution No. 46-2013 will rescind Resolution No. 7-2013 and adopt a revised Fee Schedule, correcting the Fee Schedule previously adopted in January 2013, which inadvertently left out administrative costs from the residential fees in the infill area (Area 1). The inclusion of administrative costs will not increase the fees in place prior to the updated Transportation Development Impact Fee Program and Nexus Study.

Staff Report: Cyrus Abhar, Public Works Department.

Advances Goal: 5.

14. PUBLIC HEARING ITEMS

- 14.1 **Subject:** Resolution Approving and Adopting the 2013-14 Community Development Block Grant Action Plan.

Recommendation: Approve and adopt Resolution 43-2013.

Result of Recommended Action: City Manager will submit the 2013-14 Community Development Block Grant Action Plan to HUD and will direct staff to make any technical modifications deemed necessary.

Staff Report: Jessica Hayes and Dana Grossi, Housing Services Division.

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

15. REGULAR CALENDAR ITEMS

- 15.1 **Subject:** Discuss and Consider the Possible Adoption of a Resolution Approving the City's Withdrawal from the Joint Powers Agreement between the City and the Regional Human Rights/Fair Housing Commission.

Recommendation: Discuss and provide direction to staff with regard to the Adoption of Resolution 47-2013.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to serve notice on the Regional Human Rights/Fair Housing Commission of the City Council's election to withdraw from the Commission. The withdrawal would be effective June 30, 2013. The non-adoption of the resolution will result in the continued participation of the City in the JPA and will require the appointment of a Director to the Governing Board of the JPA consistent with the amended Joint Powers Agreement dated January 22, 2008.

Staff Report: Reed Flory, Housing Services Administrator; Jessica Hayes, Housing Services Division; and Phil Nichols, Neighborhood Services Division.

Advances Goals: 1, 2 and 5.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

NONE.

18. ADJOURNMENT

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

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

20. CLOSED SESSION

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

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Ted Gaebler and Joe Chinn.

Employee organization: Sacramento County Sheriff regarding police services contract renewal.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One (1) potential case).

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Property: Zinfandel Drive at the Southern City Boundary, APN: 072-2860-004.

Agency negotiators: Ted Gaebler, Joe Chinn, Donna Silva, Cyrus Abhar, Adam Lindgren, and John Samuelson.

Negotiating parties: Stonecreek Industrial LLC

Under negotiation: Price and terms of payment.

21. OPEN SESSION - REPORT FROM CLOSED SESSION

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

22. ADJOURNMENT

- 22.1 Mayor Budge may adjourn the closed session to a special meeting in the Community Board Room.

23. STUDY SESSION - CALL TO ORDER/ROLL CALL

24. PUBLIC COMMENT

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

25. SPECIAL MEETING ITEM

- 25.1 Subject: Budget Process Review and Discussion.

26. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

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

UPCOMING MEETINGS	
Tuesday, May 14, 2013	City Council Special Meeting – Work Session CANCELLED
Monday, May 20, 2013	City Council Special Meeting (12:00 PM) and Regular Meeting (5:30 PM)
Tuesday, May 28, 2013	City Council Special Meeting – Work Session (5:30 PM) on Folsom Boulevard Specific Plan Amendments – Outreach and Next Steps and Charter City Discussion
Monday, June 3, 2013	City Council Special Meeting (12:00 PM-IF NEEDED) and Regular Meeting (5:30 PM)
Monday, June 11, 2013	City Council Special Meeting – Work Session (5:30 PM)
Monday, June 17, 2013	City Council Regular Meeting (5:30 PM)
Tuesday, June 25, 2013	City Council Special Meeting – Work Session CANCELLED
Monday, July 1, 2013	City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, May 06, 2013 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, May 2, 2013 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed Thursday, May 2, 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, April 01, 2013

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:34 PM.

Council Members Present: McGarvey, Skoglund, Budge

Council Members Absent: Terry, Sander

Staff Members Present: Sparkman, George, Gaebler, Lindgren, Cuppy, Abhar, Chinn, Junker, Silva, Downton, Haven, Holt, Lohse, Delaney, Richeal

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Dr. Brian J. 'Neill led 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

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

- Angel Ball, Volunteers requesting help cleaning up Folsom Boulevard.
- Mark Insco, requesting a modification of RCMC Table 23.310-1.
- Sara Insco, requesting a modification of chicken ordinance.
- Ross King, requesting a review for a modification of the Trash Ordinance.

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

- 8.1 **Subject:** Meeting Minutes of March 18, 2013 Regular Meeting and March 26, 2013 Special Meeting.
Recommendation: Adopt minutes.

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

- 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.

ACTION: Motion to approve by McGarvey second by Skoglund;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

ACTION: Motion to approve by McGarvey second by Skoglund;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

ACTION: Motion to approve by McGarvey second by Skoglund;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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

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

- Ross King, opposed adopting item 9.1.
- Don Barnell, Lennar Homes.

Mayor Budge closed the public comment period.

ACTION: Motion to approve with amendment by Skoglund second by McGarvey;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

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

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

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.

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

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.

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

- Bob Shaddick, Lennar Homes.
- Joshua Wood, Region Builders.

Mayor Budge closed the public comment period.

ACTION: Motion to approve by McGarvey second by Skoglund;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

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.

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 3:0 roll call vote. (Terry, Sander absent)

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Budge requested the chicken ordinance be brought back to the City Council.

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

Mayor Budge adjourned the meeting in memory of Alice Hoss and Jim Dean at 7:43 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, April 09, 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 5:51 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Chinn, Chan, Gassaway, Jordan, Samuelson, McIntosh

2. PUBLIC COMMENT

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

3. CONSENT CALENDAR ITEM

3.1 Subject: Resolution Authorizing the City Manager to Execute a Contract for the Folsom Boulevard Specific Plan Amendment.

Recommendation: Adopt Resolution 42-2013.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract for the Folsom Boulevard Specific Plan Amendment as described in the Scope of Work reviewed and conceptually approved by City Council

on March 26, 2013.

Staff Report: Paul Junker, Planning Director.

Advances Goals: 1, 2, and 6

ACTION: Motion to approve by Skoglund, second by Terry;
Carried by a 5:0 voice vote.

4. SPECIAL MEETING ITEMS

4.1 **Subject:** City-Sponsored Zoning Code Amendment - Signs.

Recommendation: Consider staff's presentation and identify any issues and concerns related to amending the Zoning Code provisions related to signs.

Result of Recommended Action: This briefing will assist with identifying key issues and updating City Council.

Staff Report: Paul Junker, Planning Director and Jessica Jordan, Senior Planner

Advances Goals: 1 and 6.

ACTION: Discussion item only; no action taken.

4.2 **Subject:** Sidewalk Maintenance Policy Discussion.

Recommendation: Consider staffs presentation and provide guidance on policy formation.

Results: Staff will act appropriately given the direction provided by Council.

Staff Report: Cyrus Abhar, Public Works Director and David Gassaway, Management Analyst 1.

Advances Goals: 2 and 5.

ACTION: Discussion item only; no action taken.

5. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:50 PM.

Mindy Cuppy, CMC, City Clerk

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.

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.

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.

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

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

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

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.

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:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

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:

~~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

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

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~~

~~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.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: May 6, 2013

TO: Honorable Mayor and Council Members

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

SUBJECT: AN ORDINANCE RESCINDING ORDINANCE 24-2006 ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION FOR THE MONTELENA SUBDIVISION

RECOMMENDATION

Staff recommends Council waive first reading and introduce Ordinance 11-2013.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance 11-2013 will rescind Ordinance 24-2006 establishing a special tax for Police Protection for the Montelena subdivision (Zone 30). The Special Police Tax has been replaced with Community Facilities District ("CFD") 2013-2 (Police Services) that was formed in February 2013. This action is required in accordance with Section 6.4.4 of the Montelena Development Agreement.

BACKGROUND

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

The Montelena project is one of the new developments which is required to provide a funding mechanism for police services. This was originally accomplished in June 2006 by Council adoption of Resolution 81-2006 and Ordinance 24-2006 and the property owners balloting to form tax Zone 30 within the Special Police Tax.

Since that time, the developer and the City have agreed to amendments to the development agreement ("DA") for this project. One of these DA amendments was a change in section 6.4.4 - Police Tax which required the Montelena project to annex into a new CFD to be formed by the City of Rancho Cordova to fund police protection services. This requirement was satisfied in February 2013 with the formation and Montelena's participation in CFD 2013-2 (Police Services) formed by the City.

Now that the developer has met the DA requirements by annexing to the new Police CFD, the City Council must take action to remove the Montelena project from the Special Police Tax. Section 6.4.4 of the amended DA states: "within 60 days of the inclusion of the Property in the Police Services CFD, the City Council will rescind City Ordinance No. 24-2006 pertaining to Police Tax Zone 30". The action before you tonight will satisfy the City's requirement under the DA and complete the process for funding police services in the Montelena development project.

ATTACHMENTS

1. Ordinance No. 11-2013.
2. Ordinance No. 24-2006.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 11-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
RESCINDING ORDINANCE 24-2006 ESTABLISHING A SPECIAL TAX FOR POLICE
PROTECTION FOR THE MONTELENA SUBDIVISION**

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

Section 1. Recitals

WHEREAS, it is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services and after carefully reviewing the City's pre-incorporation Comprehensive Fiscal Analysis with the Sheriff's Department, it became clear to City staff that the City budget did not contain adequate funding to assure the continued delivery of adequate, high quality law enforcement services unless additional revenues were obtained; and

WHEREAS, since the City's incorporation in 2003, the City has been imposing a special tax on new development to pay for its fair share of police services. The special tax was placed on improved parcels of real property within each new residential subdivision and parcel that received discretionary land use approvals. The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenditures that are deemed necessary for the benefit of the residents within the individual zones that are to be formed through separate Council action and vote of the person(s) owning real property within the zone at the time the zone is formed; and

WHEREAS, on April 3, 2006, the City Council approved a Development Agreement ("DA") for the Montelena development project ("Montelena"). Section 6.4.4 of the DA required the landowner approval of a special tax for police services. The special tax would be levied on each residential parcel or residential parcel equivalent; and

WHEREAS, on June 19, 2006, the City Council adopted Ordinance No. 24-2006 establishing a special tax for police protection, which was approved by the landowners at an election held on July 17, 2006; and

WHEREAS, subsequent to the establishment of the police tax on the Montelena project, the landowners requested a General Plan amendment, a rezone, a large lot parcel map, a small lot subdivision and an amendment to an existing DA; and

WHEREAS, on June 18, 2012, the City Council approved an amendment to the Montelena DA. The DA Amendment modified Section 6.4.4 concerning the Police Tax, requiring the landowner to include the Montelena project in the new Police Services Community Facilities District (the "Police CFD"), which the City would form. The DA Amendment required the City to rescind Ordinance No. 24-2006, establishing a special tax for police protection in within Montelena, within 60 days of the inclusion of the property in the Police CFD; and

ATTACHMENT 1

WHEREAS, in February 2013, the City successfully completed the formation of Community Facilities District No. 2013-2 (Police Services) establishing the Montelena project as the boundary of the CFD along with a future annexation area; and

WHEREAS, the CFD will generate the funding necessary for police services within the Montelena project and replace the special police tax established by Ordinance No. 24-2006; and

WHEREAS, pursuant to the DA Amendment, the City Council must now take action to rescind Ordinance No. 24-2006 establishing a special tax for police protection in Zone 30.

Section 2. Rescind Ordinance 24-2006

The City Council hereby rescinds Ordinance No. 24-2006 in its entirety.

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 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

2074721.1

CITY OF RANCHO CORDOVA**ORDINANCE NO. 24-2006**

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION
SUBJECT TO VOTER CONFIRMATION
FOR THE MONTELENA SUBDIVISION**

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 30 of the Rancho Cordova Special Police Tax Area.

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 30.

This Ordinance is enacted pursuant to the authority of Government Code

Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3.B herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 30" ("Zone 30") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 30 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 30 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 30 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 30 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 30 for the then current fiscal year, as set forth below.

For each Land Use Code Category on Exhibit C, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

$$\begin{array}{lcl} \text{Tax per Parcel} & & \text{Tax per Parcel} \\ \text{for then Current} & = & \text{for Immediately} \\ \text{Fiscal Year} & & \text{Preceding} \\ & & \text{Fiscal Year} \end{array} \quad \times \quad \begin{array}{l} \text{Consumer Price Index} \\ \text{for the Period from April of} \\ \text{Immediately Preceding Fiscal} \\ \text{to April of then Current Fiscal} \\ \text{Year} \end{array}$$

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.**A. Taxes as Liens Against the Property.**

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad

valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

- i) The secured roll tax bills shall be the only notices required for this tax, and
- ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 30 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 30 in an election to be held on July 17, 2006, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2006.

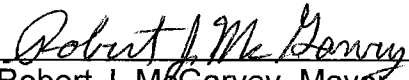
ADOPTED, THIS 19th day of June, 2006 by the following vote:

AYES: Budge, Cooley, Sander, Skoglund, McGarvey

NOES: None

ABSENT: None

ABSTENTIONS: None


Robert J. McGarvey, Mayor

ATTEST:

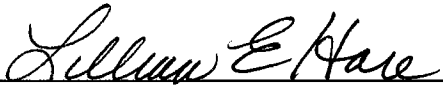

Lillian E. Hare, City Clerk

EXHIBIT A**Description of Property**

All that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, and being more particularly described as follows:

Beginning at a found Three-Quarter inch (3/4") iron pipe marking the closing corner of said Fractional Section 8; thence from said **POINT OF BEGINNING**, along the East line of said Fractional Section 8, South 00°44'24" East a distance of 1741.58 feet to the Northeast corner of said Section 17; thence along the East line of said Northeast One-Quarter of Section 17, South 00°44'04" East a distance of 1549.20 feet to the Southeast corner of Parcel "B" of the certain Parcel Map filed for record in Book 31 of Parcel Maps, at Page 37, Sacramento County Records; thence leaving said East line of the Northeast One-Quarter of Section 17 along the South line of said Parcel "B", South 89°51'16" West a distance of 1000.03 feet to the Southwest corner of said Parcel "B"; thence along the West line of Parcel "C" of said parcel map, South 00°44'04" East a distance of 1097.70 feet to the South line of said Northeast One-Quarter of Section 17; thence along said South line of the Northeast One-Quarter of Section 17, South 89°45'38" West a distance of 1750.15 feet to an angle point on the Easterly line of Anatolia as shown on that certain final map entitled "Subdivision No. 01-.0385.0 Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records; thence along said Easterly line of said map for the following two (2) courses and distances:

1. North 00°43'51" West a distance of 2644.73 feet; and
2. North 00°43'50" West a distance of 1746.24 feet to a point on the South line of Rancho Rio de los Americanos;

thence along said South line of Rancho Rio de los Americanos for the following two (2) courses and distances:

1. South 89°37'42" East a distance of 802.94 feet; and
2. North 89°37'47" East a distance of 1946.87 feet to the Point of Beginning.

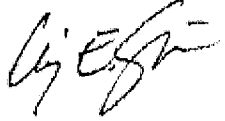
Containing 251.654 acres of land, more or less.

See Exhibit "A-2", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

02/01/06
P1

This description is for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

Date: 2/2/06



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT B

Map of Property

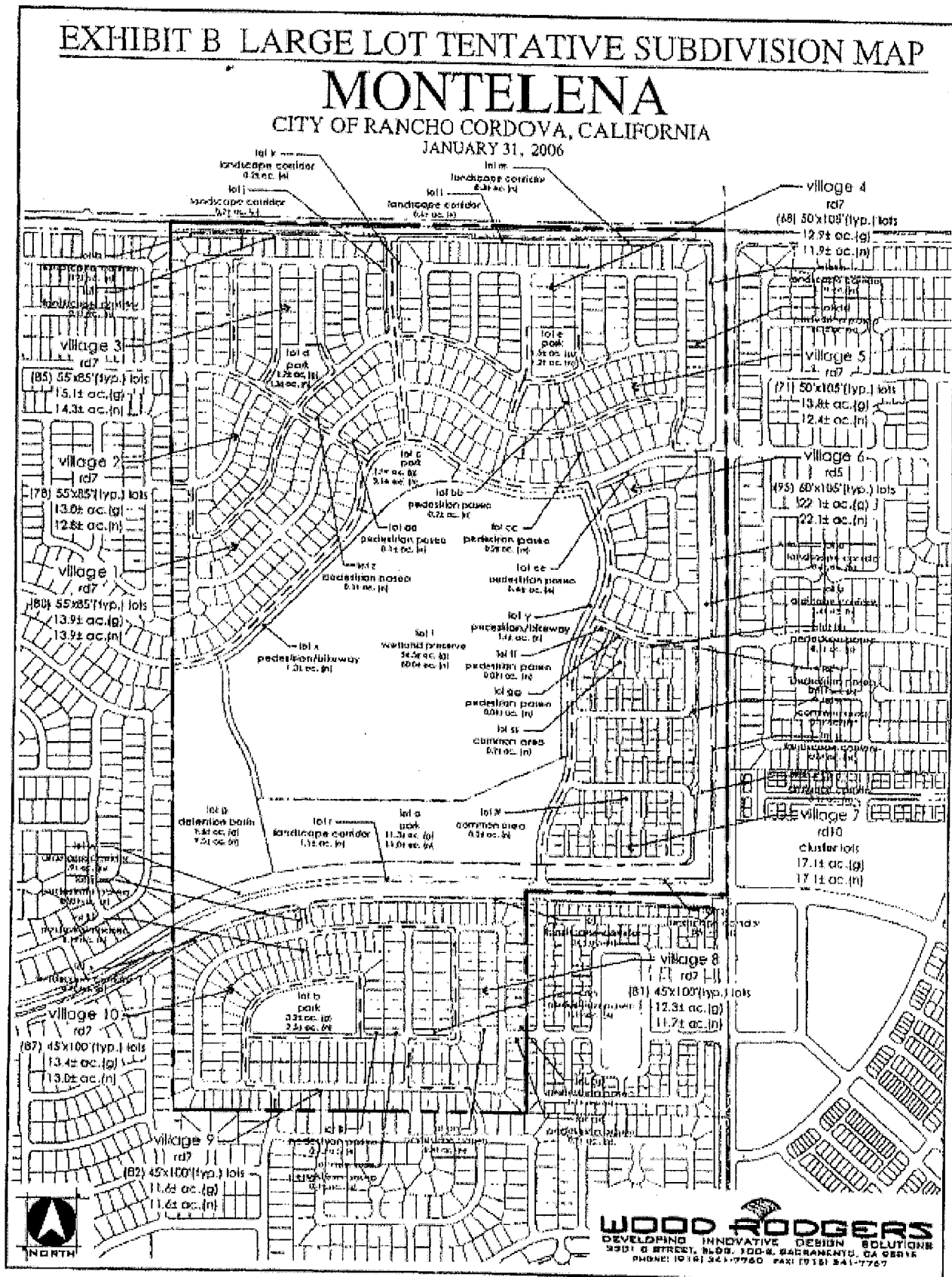


EXHIBIT C**Amount of Tax per Parcel by Land Use Category****A. Residential Dwelling Units**

The amount of Tax per Parcel for all residential dwelling Land Use Code Categories shall be \$450 for each residential dwelling unit. (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax)).

B. Non-Residential

The amount of Tax per Parcel for all Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$ 0.25 for each square foot of gross parcel area.

MEMORANDUM



DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION GRANTING THE CITY MANAGER THE AUTHORITY TO APPROVE FUTURE CONTRACT CHANGE ORDERS WITH JAGUAR CONSTRUCTION FOR THE RANCHO CORDOVA CITY HALL TENANT IMPROVEMENT PROJECT

RECOMMENDATION

Adopt Resolution 48-2013.

RESULT OF RECOMMENDED ACTION

Adoption of a resolution will grant the City Manager with the authority to approve future change orders associated with the Rancho Cordova City Hall Tenant Improvement project, increasing the contract value from \$99,997 to an amount not to exceed \$115,000.

BACKGROUND

The City and the Cordova Recreation and Park District ("CRPD") entered into a lease to relocate CRPD Administration to vacant space in City Hall. Improvements to the space were needed to separate and create two suites. Construction is well underway and staff anticipates construction to be complete and the space ready for occupancy by mid-May.

A construction contract was awarded to Jaguar Construction in the amount of \$98,331. Unforeseen conditions were encountered during the construction, and it became necessary to modify the plans and specifications with change orders to continue moving the project along. Staff was able to process two change orders totaling \$1,666 within the City Manager's signature authority. These change orders increased the contract value from \$98,331 to \$99,997. Staff is negotiating the remaining items and approved change orders will exceed the City Manager's signature authority.

Staff recommends adoption of Resolution 48-2013 granting authority to the City Manager to approve future contract change orders increasing the contract value to an amount not to exceed \$115,000.

FISCAL IMPACT

The funding for this project comes mainly from lease revenues and a portion of the cost is paid by the tenants based on the terms of the lease agreements.

ATTACHMENT

Resolution No. 48-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 48-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS
WITH JAGUAR CONSTRUCTION FOR CONSTRUCTION OF THE
RANCHO CORDOVA CITY HALL TENANT IMPROVEMENT PROJECT**

WHEREAS, the City awarded the Rancho Cordova City Hall Tenant Improvement Project to Jaguar Construction in the amount of \$98,331 (Contract No. 2-2013); and

WHEREAS, unforeseen conditions were encountered during the construction and it became necessary to modify the plans and specifications with change orders to complete construction of the project; and

WHEREAS, the City has executed Contract Change Order No. 1 and 2 totaling \$1,666; and

WHEREAS, staff is negotiating the remaining items and approved change orders will exceed the City Manager's signature authority; and

WHEREAS, the City recommends that the City Council grant the City Manager the authority to approve future contract change orders increasing the contract value to an amount not to exceed \$115,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager or his designee to approve future contract change orders increasing the contract value to an amount not to exceed \$115,000.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: May 6, 2013
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director



SUBJECT: RESOLUTION AUTHORIZING PAYMENT TO GOLDEN STATE WATER FOR THE DIFFERENCE BETWEEN ACTUAL AND ESTIMATED CONSTRUCTION COSTS FOR THE REPLACEMENT OF A PORTION OF WATER MAIN ON FOLSOM BOULEVARD

RECOMMENDATION

Adopt Resolution 49-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would authorize payment of \$21,150.83 to Golden State Water for the replacement of a portion of water main on Folsom Boulevard increasing the total contract value from \$382,515 to \$403,665.83.

BACKGROUND

In 2009, a Water System Capacity Study was conducted by Golden State Water (GSW) to evaluate available water capacity for future development on Folsom Boulevard. The study determined that additional water supply would be required to accommodate future growth within the Olson Drive business center.

A project replacing approximately 600 feet of existing 10 inch water main with higher capacity 16 inch water main on Folsom Boulevard west of Kilgore Road was completed in 2012 by GSW. This project increases available capacity on Olson Drive from 2,000 gallons per minute to 3,000 gallons per minute. The increase in available water flow provides additional capacity for firefighting and promotes continued development in this area.

The contract between the City and GSW states that the City is responsible for the difference between actual and estimated construction cost. The final construction cost was \$403,665.83, a difference of \$21,150.83 over the original estimate.

FISCAL IMPACT

The total project cost for the replacement of a portion of the water main on Folsom Boulevard between Kilgore Road and Los Nogales Way is \$403,665.83. Final funding for the project is through \$296,515 in Redevelopment Funds and \$107,150.83 in General Funds.

ATTACHMENT

Resolution 49-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 49-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING PAYMENT TO GOLDEN STATE WATER FOR THE DIFFERENCE BETWEEN
ACTUAL AND ESTIMATED CONSTRUCTION COSTS FOR THE REPLACEMENT OF A
PORTION OF WATER MAIN ON FOLSOM BOULEVARD INCREASING THE TOTAL
CONTRACT VALUE FROM \$382,515 TO \$403,665.83**

WHEREAS, the City Manager approved payment of \$62,515 to Golden State Water; and

WHEREAS, the City Council approved payment of an additional \$320,000 to Golden State Water per Resolution 19-2011; and

WHEREAS, the City entered into Contract 14-2011 in the total amount of \$382,515 with Golden State Water for construction of improvements to existing water infrastructure; and

WHEREAS, per Contract 14-2011 the City agreed to pay to Golden State Water the difference in cost between actual and estimated construction costs; and

WHEREAS, the actual construction cost was \$403,665.83, an increase of \$21,150.83 over the original contract; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council authorizes the City Manager or his designee to approve payment of \$21,150.83 to Golden State Water increasing the total contract value from \$382,515 to \$403,665.83.

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, City Clerk, CMC

MEMORANDUM

DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AWARDING A CONCRETE MAINTENANCE SERVICES AGREEMENT WITH CAZADORES CONSTRUCTION, INC.**



RECOMMENDATION

Adopt Resolution 45-2013.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will allow the City to award a three year concrete maintenance services agreement to the lowest responsive bidder Cazadores Construction Inc. in an amount not to exceed \$225,700.

BACKGROUND

With the existing contracts being expended, Public Works advertised for new maintenance contracts to continue repairing City streets and resurfacing various residential neighborhoods. In order to get the most qualified contractors for a more competitive unit cost, Public Works decided to divide the existing street maintenance contract into three new contracts. Street maintenance will cover routine maintenance activities such as filling potholes, as well as performing asphalt and base repair, and overlays. Surface treatment services will cover slurry seals, micro-surfacing, and cape seals. Concrete maintenance will cover curb, gutter, and sidewalk maintenance and repair.

In March 2013, a request for bids was advertised and staff received five bids for concrete maintenance services. The lowest responsive bid was \$225,700 and the high bid was \$630,035. Staff recommends awarding a contract to the lowest responsive bidder, Cazadores Construction, Inc. Funding for this contract will primarily come from Gas Tax and Measure A Maintenance funds.

ATTACHMENT

Resolution 45-2013 including Exhibit 1A - Contract No. 49-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 45-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AWARDING A THREE YEAR CONCRETE MAINTENANCE SERVICES AGREEMENT
WITH CAZADORES CONSTRUCTION INC.**

WHEREAS, the project was advertised in The Grapevine Independent on March 22, and 29, 2013; and

WHEREAS, the bids were publicly opened on April 4, 2013 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City recommends awarding the three year Concrete Maintenance Services agreement to the lowest responsive bidder, Cazadores Construction Inc., in an amount not to exceed \$225,700; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager and/or his Designee to execute a three year maintenance contract with Cazadores Construction Inc. (**Exhibit 1A**), 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

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CAZADORES CONSTRUCTION, INC. FOR
CONCRETE MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Cazadores Construction, Inc. ("Contractor") as of May 6, 2013.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused specifications for Street Maintenance Services ("Project") to be prepared, and therefore did approve and adopt said specifications; and

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

WHEREAS, the notice was published on March 22 and 29, 2013 in the Grapevine Independent ("Notice"); and

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 49-2013, as provided for and set forth in said Specifications, which said Specifications, including those required under Appendix C, "Additional Special Provisions" and those scope of services described in the RFB incorporated herein, are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Cazadores Construction, Inc.

May 6, 2013
Page 1 of 4

Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Specifications.

Section 3. COMPLETION. Agreement shall be effective from the time at which the contract is fully executed through April 30, 2016 as described in Section 2.2 of the attached.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Two Hundred Twenty-Five Thousand, Seven Hundred Dollars (\$225,700). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the

Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Jason Edwards, President
Cazadores Construction, Inc.
3941 Park Drive, Ste 20-404
El Dorado Hills, CA 95762

Any written notice to City shall be sent to:

John Samuelson
City of Rancho Cordova
Department of Public Works

2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Ted A. Gaebler, City Manager

Jason Edwards, President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last Revised August 1, 2012

CITY OF RANCHO CORDOVA

DEPARTMENT OF PUBLIC WORKS



Requests for Bids for:

Concrete Maintenance Services

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

Release Date: March 8, 2013

Pre-RFB Meeting: March 21, 2013 at 11:30 A.M.

Bid Opening: April 4, 2013 at 2:00 P.M.

SECTION 1

REQUEST FOR BID OVERVIEW

1.1 INTRODUCTION

The City of Rancho Cordova, Department of Public Works, is seeking the submission of bids from qualified contractors for the provision of Concrete Maintenance Services. Should a contract be executed as a result of this Request for Bids (RFB), the Contractor will be expected to perform general concrete maintenance services comprised of curb/gutter repair, sidewalk repair, and ADA access repair at various locations throughout the City as designated in this RFB.

This RFB contains all of the information and documents necessary to prepare and submit a responsive bid. Bidders are cautioned to read all of the documentation provided. Bidders will be responsible for complying with all requirements identified herein. The City expects any contract resulting from this RFB to be in effect for a period of three years, with an option to extend that contract for another three years upon satisfactory completion of work.

1.2 BACKGROUND

The City of Rancho Cordova is home to more than 66,000 residents who have come to expect the highest quality public service in nine years of Cityhood. The City comprises more than 35 square miles of land and is located in Sacramento County along the Highway 50 corridor, approximately 12 miles east of the California State Capitol. The City currently maintains approximately 240 centerline miles of paved roadway roughly consisting of 155 miles of residential roads and 85 miles of collectors and arterials.

1.3 BID INFORMATION

Bids shall be made only on forms provided in this RFB, as obtained from the City. All forms shall be completed with numbers stated in figures, and signatures of all individuals in original ink and in long-hand. All cost figures shall be clearly indicated in the BID SCHEDULE. The bid shall include any other submittals and requirements identified in this RFB.

Any questions related to this RFB shall be directed to John Samuelson, Streets Operations and Maintenance Manager. All questions must be submitted *in writing* either by U.S. mail at the address specified for receipt of bids, or by email at jsamuelson@cityofranchocordova.org. Table 1 describes key dates and submittal requirements.

TABLE 1
Key Dates and Information

RFB Release Date:	March 8, 2013
Title:	Concrete Maintenance Services
Pre-Bid Meeting:	March 21 at 11:30 a.m. at 2729 Prospect Park Drive Rancho Cordova, CA 95670
Deadline for written questions/clarifications:	March 26, 2013 at 3:00 p.m.
Response to Written Questions:	March 29, 2013
<i>Bid Opening Date and Time:</i>	<i>April 4, 2013 at 2:00 p.m.</i>
Submittal:	One original, with ink signatures, and 1 copy of the response to this RFB must be sealed, and must clearly display the Bidder's business name.
Contract Manager:	John Samuelson Operations & Maintenance Manager
Address:	City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670
Email Address:	<i>jsamuelson@cityofranhocordova.org</i>

1.4 QUALIFICATION REQUIREMENTS

Any Bidder shall demonstrate minimum qualifications have been met. Minimum Qualifications include, but are not limited to:

Copy of a State of California General Engineering Contractor (A) and/or **C-8** Concrete Contractor License, and be in good standing with the California Department of Consumer Affairs Contractors State License Board.

Within the past five (5) years, Bidder shall have had a minimum of three (3) years of continuous experience in the ownership and direct management of a concrete maintenance business. Ownership herein shall be defined as possessing a minimum of at least 25% of the business with active involvement in the day-to-day management of the business.

1.5 INSURANCE REQUIREMENTS

Bidders acknowledge the City's insurance requirements as detailed in **Appendix B**. Exceptions to City insurance requirements will not be made. Any Bidder unable to meet the insurance requirements, as detailed, shall not be eligible for selection or award of contract.

1.6 BASIS FOR EVALUATION OF BIDS

In order to receive consideration of selection, all bids received must address all aspects of this RFB. Each item identified in **Section 3, Bid Submittal Checklist** shall be included in the sealed bid submittal. A contract will be awarded to the lowest responsible bidder. The criteria used to determine if a bidder is responsible are:

- Experience Providing Concrete Maintenance Services
- Employee/Staff Experience and Qualifications
- Equipment Inventory
- Customer Call Center
- Emergency Response Plan
- References
- Performance History
- Trustworthiness
- Work Quality
- Bonding and Insurance Capacity
- Cost

Submission of a bid implies bidder's acceptance of the criteria.

The City reserves the right to reject any and all bids, to waive any irregularities in any bid, sit and act as sole judge of the merit and qualifications of services offered, and to accept the bid which is deemed to be in the best interest of the City of Rancho Cordova. The City will award any agreement based on the most responsive bid, which includes the most advantageous pricing, quality and suitability of services for the City's particular needs. Additionally, the City may, for any reason, determine not to award an agreement as a result of this RFB.

SECTION 2

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the County of Sacramento, Municipal Services Agency Standard Construction Specifications, adopted January 2008, and this RFB, herein referred to as Special Provisions. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

A complete, preliminary copy of the City's contract for Concrete Maintenance Services is attached to this RFB as Appendix A. The contract shall bind selected bidder to perform work in accordance with this RFB.

2.2 DESCRIPTION OF WORK STANDARDS

All Bidders accept, and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of general concrete maintenance including curb/gutter and sidewalk replacement, sidewalk grinding, sawcutting, tree root removal, root barrier installation, and ADA ramp installation and in areas owned by the City of Rancho Cordova, as further designated in this RFB.

City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by concrete maintenance contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards which

create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than two hours (120 minutes) delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing concrete maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

Equipment: Selected Contractor must furnish all tools, and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City and standard specifications. City may require demonstration of equipment during selection process of this RFB, as outlined in **Section 5, Bidder Experience and Operations Plan**.

2.3 COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bid does not constitute any acceptance of work by City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to make selection of a Contractor and execute a contract for Concrete Maintenance Services by May 1, 2013. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any bidder unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform maintenance services to standards identified in this RFB, as appended to the executed contract, the City reserves the right to remove work from the contract. Additionally, the City reserves the right to enter into additional contracts for Concrete Maintenance Services should the selected Contractor not meet City standards.

2.4 TERM OF AGREEMENT

Any Contract resulting from subject Bid is expected to be a three (3) year contract starting from the time at which the Contract is fully executed.

If mutually agreeable to both parties, any resultant Contract may be extended for an additional one (1) year term. However, in no case shall the contract be extended more than two (2)

additional years. Unit prices will be adjusted according with Engineering News & Records Cost Materials Index or mutually agreed upon increase.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

This Agreement may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work, which has been completed up to the effective date of such termination.

2.5 SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Bidder submitting bids for work that includes the use of subcontractors shall additionally submit a filled out **Section 5.4, Designation of Subcontractors**.

2.6 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Concrete Maintenance Services are fully described in **Appendix C, Additional Contract Provisions**. The additional provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Bidders' attention is directed to review of these Additional Contract Provisions as they will be made part of the contract to be executed by the selected Contractor.

APPENDIX B

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the Contractor, his agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Manager the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk manager, the interests of the City and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the City before performance commences. The City reserves the right to require that the Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by City Risk Manager.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKER'S COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY or Errors and Omissions Liability** insurance appropriate to the Contractor's profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employer's Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Worker's Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CLAIMS MADE ON PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of the Agreement performance by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The City, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the City, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.
2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the City is named as an additional insured.
4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.
5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the City with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party,

reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the City. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.

6. WORKER'S COMPENSATION WAIVER OF SUBROGATION: The worker's compensation policy required hereunder shall be endorsed to state that the worker's compensation carrier waives its right of subrogation against the City, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:
 1. The City shall be named as loss payee.
 2. The insurer shall waive all rights of subrogation against the City.
8. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
9. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.
10. SUBCONTRACTORS: CONTRACTOR shall require all subcontractors to maintain adequate insurance. Subcontractors shall name the CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by its subcontractors. All subcontractors shall be subject to all terms and conditions stated herein.

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2) PREVAILING WAGE

See Section 5 in Appendix A. The contractor is required to submit certified payrolls on a monthly basis. Failure to submit payroll records is cause for delay in payment or payment may be stopped.

C.3) PRESERVATION OF PROPERTY

Attention is directed to Section 6-21 "Preservation of Property" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

C.4) EXISTING UTILITIES

Attention is directed to Section 6-16 "Existing Utilities" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

C.5) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the State Standard Specifications, the Uniform Manual of Traffic Control Devices (latest edition of the California Supplement), and these Technical Specifications.

Typically, a minimum of one (1) traffic lane, (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 P.M. and 8:30 A.M. except work required under Section 7-1.08, "Public Convenience", and Section 7-1.09, "Public Safety" or by special approval of the Contract Manager.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays and when maintenance operations are not actively in progress.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the City Traffic Engineer for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any), requires a MANDATORY Traffic Control Plan (TCP), for each occurrence;

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the City Traffic Engineer four (4) working days in advance of performing said operation. Contractor must receive written approval from the City Traffic Engineer, or their designee, prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the City Traffic Engineer, or their designee, is based upon general conformance with Federal, State and local regulations and standards and does not relieve Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If the Contractor refuses or fails to furnish and install necessary warning devices and take adequate protective measures in a timely manner, the City Traffic Engineer, with or without notice to the Contractor, may provide suitable warning devices or protective measures by causing such work to be done and such materials to be furnished. The cost and expense of such work and materials so furnished shall be borne by the Contractor; and if the same is not paid for on presentation of the bills therefore, then such costs will be deducted from any moneys due or to become due to the Contractor. The performance of such work under the direction of the City Traffic Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the City Traffic Engineer.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

The City Traffic Engineer or their designee shall review and approve all Traffic Control Plans on the basis of general conformance with applicable regulations and standards. Such review and approval of a Traffic Control Plan does not relieve Contractor of responsibility for public and worker safety.

C.6) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.7) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in concrete maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.8) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.9) DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 7 of the Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30 day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

C.10) PAYMENT

Attention is directed to Section 8 of the Sacramento County Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month the Contractor shall submit invoice(s) to the City for routine and emergency maintenance work approved by the City.

The Contractor's routine maintenance invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, quantity of the work performed, unit cost, and total cost for the work performed.

The Contractor's emergency invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: O&M Manager

C.11) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are

repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

C.12) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

C.13) INSPECTION

The Contractor may receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

C.14) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard contract conditions, a sample of which is attached to this RFB (Appendix A), and to all other terms and conditions in this RFB.

C.15) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to City of Rancho Cordova Public Works Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, Attn: O&M Manager. Contractor's insurance shall comply with all insurance requirements as shown in Appendix B. No goods or services shall be

rendered by the contractor until a valid Certificate of Insurance is on file with The City of Rancho Cordova.

C.16) INDEMNITY

The Contractor indemnifies the City as stated in Section 6-2 of the County Standard Construction Specifications.

C.17) STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 872 Seventh Street, Room 105, Sacramento, CA 95814.

C.18) STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2010 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 455-3520.

C.19) PRECEDENCE

In the event of a conflict between the Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

C.20) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.21) TERMINATION

Any contract resulting from this RFB may be canceled by the City upon thirty (30) calendar days advance notice in writing at City's sole discretion. Contractor may cancel this agreement upon ninety (90) calendar days advance notice in writing to the City.

C.22) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

C.23) COOPERATION

Attention is directed to Section 7-1.14, "Cooperation", and Section 8-1.10, "Utility and Non-highway Facilities" of the Standard Specifications.

The Contractor shall notify United Service Alert (USA) prior to commencing any excavation:
Underground Service Alert (USA) – 1 (800) 642-2444

C.24) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.08, "Public Convenience", of the Standard Specifications. The contractor shall limit his operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Manager.

No work will commence before 8:30 A.M. on the City main arterial and collector street without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.25) OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Nonhighway Facilities", and Section 15, "Existing Highway Facilities", of the Standard Specifications.

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing his work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

The toll-free number for **Underground Service Alert (U.S.A.)** is **(800) 642-2444**. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.26) CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained and removed when no longer required by the Contractor in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

C.27) WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Caltrans Standard Specifications, and these Specifications.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with Caltrans Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance and modification of the WPCP shall be in accordance with the Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above Caltrans handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City of Rancho Cordova and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.28) QUANTITIES

The quantities shown in the Bid are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager.

Sections 4-1.03B, 4-1.03B(1), 4-1.03B(2) and 4-1.03B(3) of the Standard Specifications do not apply to this Contract and are not a part of this Contract.

C.29) MOBILIZATION

Mobilization shall be in accordance with Paragraph 11-1.01 "Description" of Section 11 "Mobilization" of the Standard Specifications. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

C.30) WORK ORDER

Requests for maintenance are made via a Work Order (WO). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via e-mail and will be made directly to Contractor or designated Supervisor. Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

C.31) EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification.**

The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

- Receipt and confirmation of the requested task;
- Initial response to maintenance site and evaluation of problem & site conditions;
- Implementation of appropriate traffic controls;
- Perform the requested task;
- Field check for proper operation and restore site to a safe condition;
- Logbook entry detailing time, date, and nature of maintenance task performed and verbal report to Maintenance Coordinator if appropriate.

Response: Emergency response may be initiated by the City or the Contractor (if emergency condition observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The contractor must also have a supervisor available at all times.
- The Contractor shall make the site safe immediately or as soon as possible.
- The Contractor shall immediately advise the City of any emergency situation by phone and follow up with a written report by end of next business day.
- Corrective action shall be taken immediately.
- Contractor shall have the capability to provide all necessary materials, equipment, and labor in time frames referenced above.

C.32) DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.33) CLASS 2 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to Section 22-2, "Aggregate Base," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the State Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

Class 2 aggregate base shall be placed, conforming to Detail 4-25 of Details, Standard Drawing in the Standard Construction Specifications, and as directed by the Contract Manager.

Aggregate base that is used to provide temporary access to work areas, driveways, and all other work that is necessary to comply with Section 6-12, "Public Convenience and Safety," of the Standard Construction Specifications and shall be paid for by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.34) CONCRETE STRUCTURES

Concrete structures shall consist of PCC Curb Ramps, PCC Curb, Gutter and Sidewalk and Type 4A Curb. All concrete structures shall be constructed in accordance with the details in Appendix D and section 27 of the Sacramento County Construction Standards.

New Concrete shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compounds conforming to the

requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

Should lawn sod removed during excavation operations not be suitable for replacement in its original location due to Contractor negligence, new sod shall be furnished and placed by the Contractor at his expense to the satisfaction of the Contract Manager. The Contract Manager shall determine if new sod shall be required. Yard drain pipes and sprinkler heads and lines shall be protected from damage. Sewer shall also be protected from damage and remain free of debris. Any damage shall be repaired at the Contractor's expense to the satisfaction of the Contract Manager.

The Contractor shall diligently prosecute the work without delays until completion once an existing facility has been disturbed. A facility is defined as one distinct location proposed for improvements. The Contractor shall finish improvements within ten (10) working days per location. The commencement of days will begin when demolition takes place and will end when the facility is complete in place, open for pedestrian traffic, barricades are removed and location is inspected and accepted by the Contract Manager.

PCC Sidewalk

The new back of sidewalk shall match existing concrete driveways and walkways within one-half inch (1/2") without adjusting the cross section. Expansion joints shall be constructed at twenty foot (20') intervals. Control joints and scoring shall match adjacent sidewalk. Boundaries of sidewalk removed shall be saw cut unless directed otherwise by the Contract Manager.

In locations where the existing sidewalk has a cross slope greater than two percent (2%), the contractor shall construct a four foot transition from the existing cross slope to the standard one and a half percent (1.5%) cross slope. The contractor can match the existing cross slope if the area of the removal and replacement of PCC sidewalk is twelve (12) feet or less.

PCC Curb Ramp

No utility pull box, utility pole, traffic signal pull box, traffic signal pole foundation, or any other facility that is visible on or above the surface of a curb ramp may be located within the area of a curb ramp. For the purpose of these specifications, the area of the curb ramp shall be the area including and bounded by the one-foot (1') wide tactile strip on either side of the inclined portion of the ramp, the curb and gutter section and the curb along the back of sidewalk.

All PCC curb ramps shall be constructed in accordance with this section, the details in Appendix D and all applicable Federal, State and local codes and regulations. Any variations from the details or code requirements must be approved in writing by the Contract Manager, prior to starting demolition.

Sidewalk ramps shall have a three feet by four feet (3'x4') cast in place prefabricated detectable warning surface composed of vitrified polymer including aluminum oxide and shall be "Armor-Tile" or approved equal conforming to Detail 4-23, "Sidewalk Ramp Detail," of the Standard

Construction Specifications or approved equal. The detectable warning surface's color shall be yellow.

PCC Curb and Gutter

Expansion joints shall be constructed at twenty foot (20') intervals. Control joints and scoring shall match adjacent curb and gutter. The new back of curb shall match the existing concrete driveways and walkways. Minor adjustments of the height of curb may be required within one-half inch (1/2") without adjusting the cross section.

Measurement and Payment

Remove & Replace PCC Sidewalk (4" thick)

The price paid per square foot for Remove & Replace PCC Sidewalk (4" thick) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, curb and gutter complete in place, including saw cutting, excavation, aggregate base, form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as specified in these Specifications and the Special Provisions, and as directed by the Contract Manager.

Remove & Replace PCC Sidewalk (6" thick)

The price paid per square foot for Remove & Replace PCC Sidewalk (6" thick) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, curb and gutter complete in place, including saw cutting, excavation, aggregate base, form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as specified in these Specifications and the Special Provisions, and as directed by the Contract Manager.

Remove and Replace Curb Access Ramp

The Contract unit price paid per square foot for Remove and Replace Curb Access Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing the sidewalk ramp complete in place, including excavation, placing aggregate base, preparing the subgrade, all form work, finishing and curing the concrete, scoring, dowels, placing the detectable warning surface, as specified in these Specifications and the Special Provisions, and as directed by the Contract Manager.

Remove & Replace Type 1A PCC Curb and Gutter

The Contract unit price paid per lineal foot for Remove & Replace Type 1A PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

Remove & Replace Type 2 PCC Curb and Gutter

The Contract unit price paid per lineal foot for Remove & Replace Type 2 PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

Remove & Replace Type 3 PCC Curb

The Contract unit price paid per lineal foot for Remove & Replace Type 3 PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

Remove & Replace Type 4A PCC Curb

The Contract unit price paid per lineal foot for Remove & Replace Type 4A PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

C.35) AC REPAIR ADJACENT TO CURB/RAMP

Asphalt concrete shall conform to Section 23, "Asphalt Concrete," of the Standard Construction Specifications and these Special Provisions.

Type "A" asphalt concrete shall be used. The paving aggregate shall be one-half inch (1/2") maximum, medium gradation. The paving asphalt shall be viscosity grade PG 64-10 as specified in Section 92, "Asphalts," of the State Specifications.

The minimum pavement replacement section shall consist of a twenty-four inch (24") wide pavement section of three inches (3") Type "A" asphalt concrete over six inches (6") of Class 2 aggregate base.

The contract unit price paid per square foot of AC Repair Adjacent to Curb/Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in producing, providing, and placing asphalt concrete and aggregate base as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager.

C.36) TREE ROOT TRIM AND BARRIER PLACEMENT

Removal of tree roots shall conform to Section 15, "Clearing and Grubbing," of the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager. The Contractor shall remove tree roots where noted in the "Tree Root Trim" section of the "Locations List" found in these Special Provisions.

The Contractor shall retain, at his sole expense, a certified Arborist (issued from the International Society of Arboriculture or approved equal) to provide tree and tree root inspection services. The Arborist shall inspect trees and tree roots when required by the Contractor or the Contract Manager. The Arborist shall provide written tree care and tree root-cutting recommendations for each tree specified.

Tree roots shall be neatly trimmed when recommended by the Arborist and approved by the Contract Manager. Roots shall be neatly trimmed by means of a root cutter and roots greater than two inches in diameter shall be coated with a heavy coat of an approved tree seal compound or shall be as recommended by the Arborist.

Roots shall be removed in such a manner as not to injure adjacent standing trees, plants, and other landscaping which are to be preserved. Hand digging within root zone is required in order to expose roots with minimal damage. The root zone is defined as the area of ground within the dripline of the tree and extending to a depth of 24 inches. Tree roots over 12 inches below grade may be left in place. If severing of roots cannot be avoided, a sharp tool such as pruning shears, loppers, or a handsaw shall be used to produce a clean cut in order to reduce wound size and encourage healing. The Inspector shall observe all root trimming activities. A maximum of 25% of the root mass may be trimmed and treated with root barrier.

Aggregate base shall be compacted around remaining roots to required density.

Install root barrier in accordance with the manufacturer's instruction.

All material shall be removed from the right-of-way and shall become the property of the Contractor. Lawn sod removed during excavation operations which is not suitable for replacement in its original location due to Contractor negligence, shall be replaced with new sod by the Contractor at his expense to the satisfaction of the Contract Manager. The Contract Manager shall determine if new sod shall be required. Yard drain pipes and sprinkler heads and lines located near the existing tree shall be protected from damage. Sewer cleanouts located near the existing tree shall also be protected from damage and remain free of debris. Any damage shall be repaired at the Contractor's expense to the satisfaction of the Contract Manager.

The contract unit price paid per linear foot of Tree Root Trim and Barrier Placement shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Tree Root Trim and Barrier Placement including but not limited to tree root removal, excavation, and barrier placement and sod replacement as specified in the

Standard Construction Specifications, these Special Provisions, or as directed by the Contract Manager.

C.37) SIDEWALK GRINDING

Sidewalk grinding shall provide for the temporary or permanent elimination of a lifted sidewalk, up to one (1) inch in height, on a public sidewalk caused by the vertical displacement of the surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Grinding shall be done by means of a horizontal drum grinder. A vacuum and other applicable measures shall be implemented to minimize dust from the grinding operation. The finished surface shall be to the satisfaction of the Contract Manager.

Payment for Sidewalk Grinding shall be made per lineal foot of sidewalk width, as measured in the field. Payment shall be at the contract unit price bid per lineal foot and shall include all labor and materials involved and no additional payment allowed therefore.

C.38) SIDEWALK CUTTING

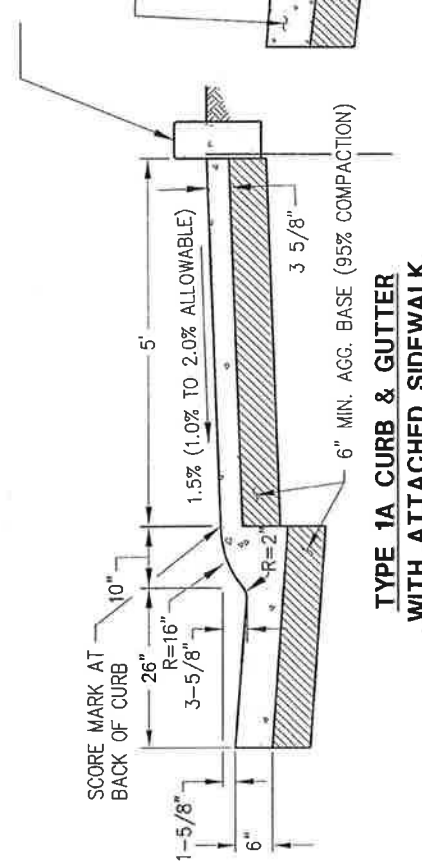
Sidewalk cutting shall provide for the temporary or permanent elimination of a lifted sidewalk, up to one (1) inch in height, on a public sidewalk caused by the vertical displacement of the surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Cutting shall be done by means of a hand-held electric powered equipment, capable of cutting at any angle and able to remove the concrete completely to all edges of the trip hazard and around objects that may be encountered. A vacuum and other applicable measures shall be implemented to minimize dust from the cutting operation. The finished surface shall be to the satisfaction of the Contract Manager.

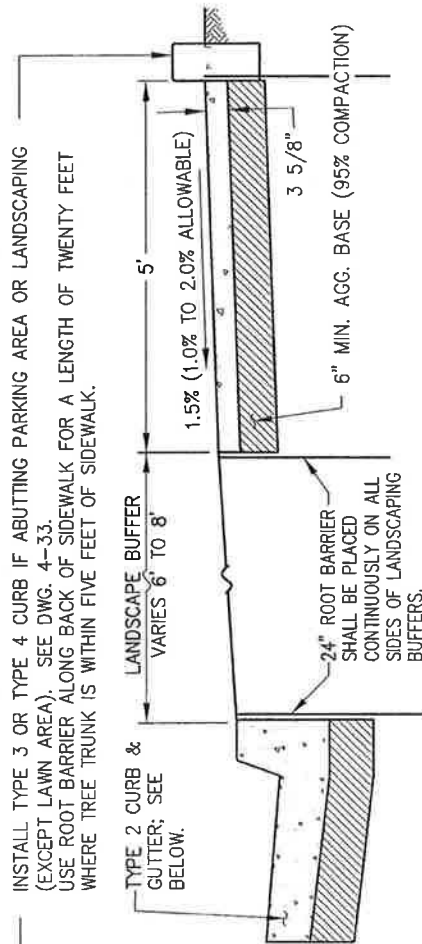
Payment for Sidewalk Cutting shall be made per inch-foot of sidewalk width, as measured in the field. Payment shall be at the contract unit price bid per inch-foot and shall include all labor and materials involved and no additional payment allowed therefore. (Method of Measurement of Payment – See Appendix D)

APPENDIX D
STANDARD DETAILS

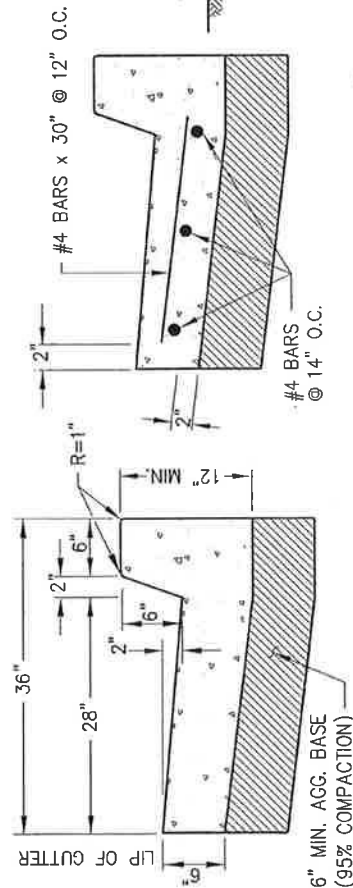
INSTALL TYPE 3 OR TYPE 4 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA). SEE DWG. 4-33.
USE ROOT BARRIER ALONG BACK OF SIDEWALK FOR A LENGTH OF TWENTY FEET WHERE TREE TRUNK IS WITHIN FIVE FEET OF SIDEWALK.



**TYPE 1A CURB & GUTTER
WITH ATTACHED SIDEWALK**

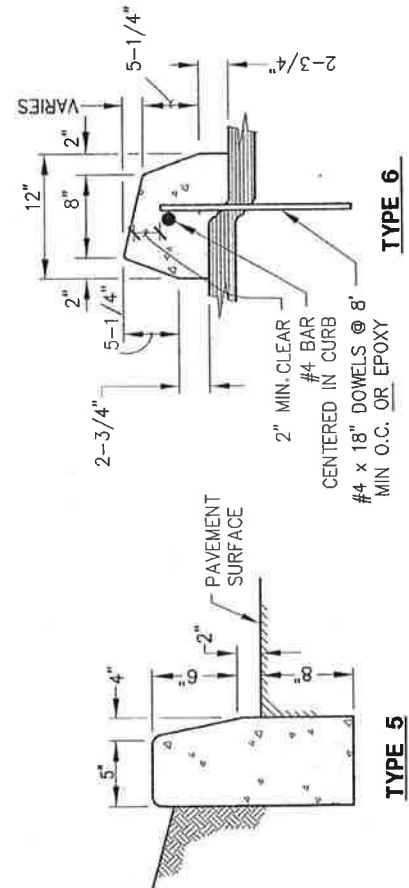


**TYPE 2 CURB & GUTTER
WITH BIFURCATED SIDEWALK**



TYPE 2

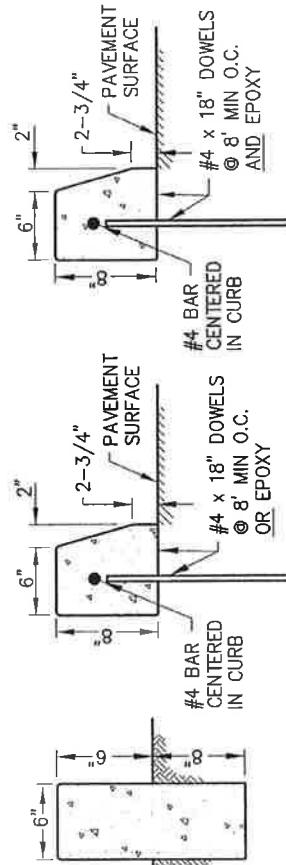
TYPE 2 REINFORCED



TYPE 5

NOTES:

1. SEE SECTION 27-3.01 OF STANDARD CONSTRUCTION SPECIFICATIONS FOR REQUIREMENT FOR EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORE MARKS: 1/2" RADIUS ON EXPOSED EDGES UNLESS NOTED OTHERWISE.
2. SEE DRAWING 4-31 FOR ADDITIONAL MEDIAN CURB DETAILS.



TYPE 3

TYPE 4

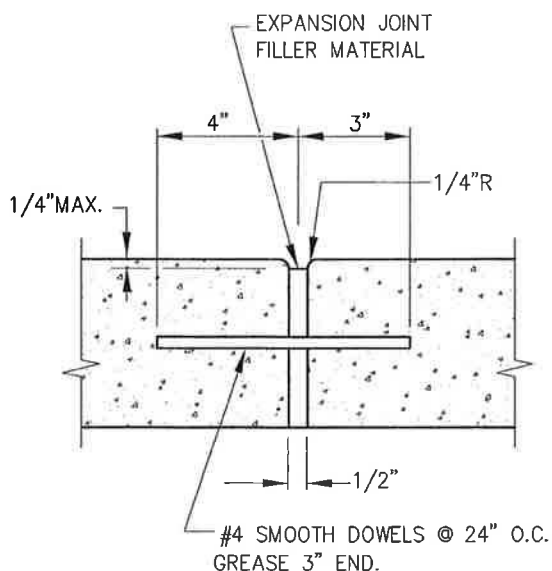
TYPE 4A

CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

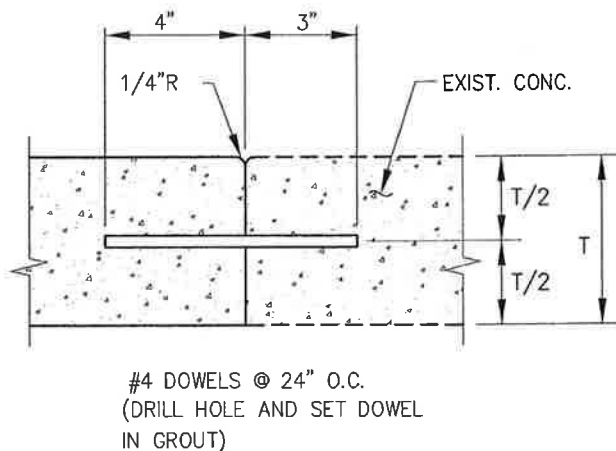
**SIDEWALK
CURB & GUTTER
SECTIONS**

SCALE: NONE
DATE: 07/20/09
DRAWN BY: B.R. & TRU P. **4-30**



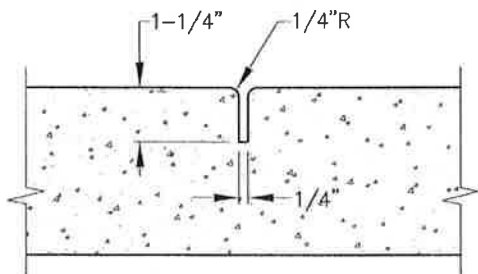
EXPANSION JOINT

USE AT 60' ON CENTER IN SIDEWALK CURB & GUTTER, MEDIAN CURBS, & MEDIAN FLATWORK. ALSO USE AT MAJOR CORNER RETURNS, SIDES OF RAMPS, DRIVEWAYS & LOCATIONS SHOWN ON PLANS & AS SPECIFIED IN SPECIFICATIONS.

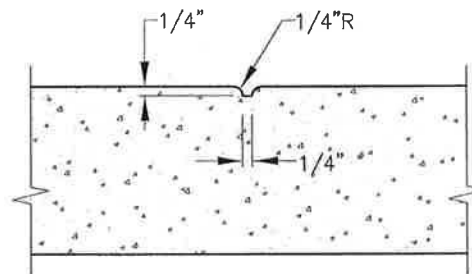


SIDEWALK CONTACT JOINT

USE WHERE NEW CONSTRUCTION OF SIDEWALK, RAMP AND/OR CURB & GUTTER ABUTTS EXISTING IMPROVEMENTS.



WEAKENED PLANE JOINT



SCORE MARK

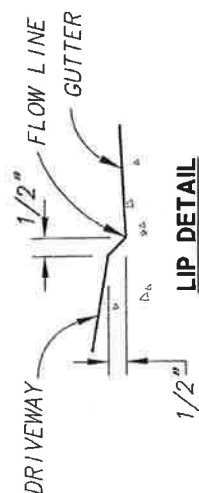
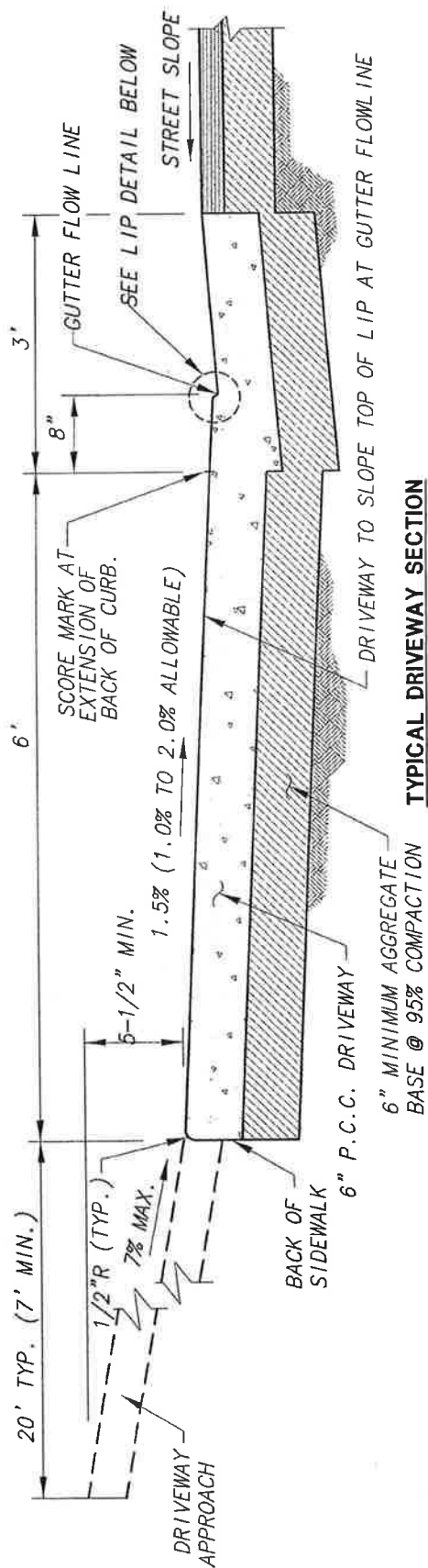

CHIEF, DEPT. OF TRANSPORTATION

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

CONCRETE JOINT DETAILS

SCALE: NONE
DATE: 07/18/08
DRAWN BY: TRU P.

4-32



CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

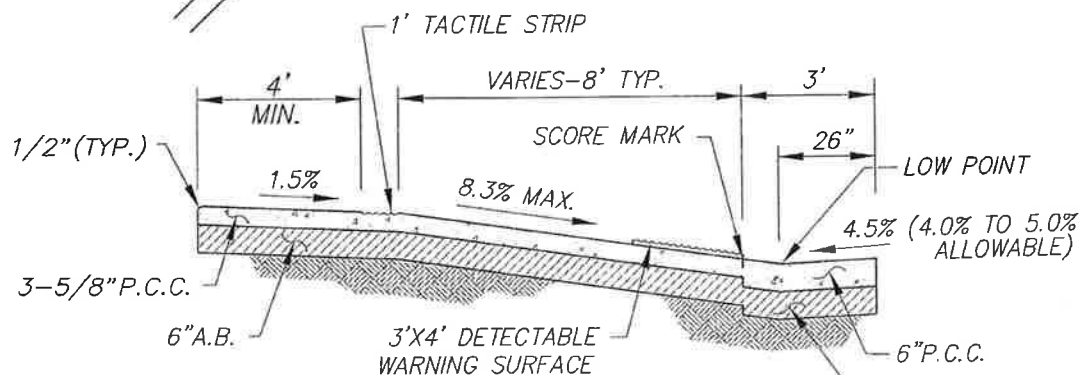
TYPE A DRIVEWAY

SCALE: NONE
DATE: 07/21/2009
DRAWN BY: B.R.

4-A-35

- | NOTES: | NOTE 2 | OPENING | NOTE 2 | PAVEMENT |
|--------|--|---------|--------|----------|
| 1. | TYPE 3 CURBING ON SITE SHALL EXTEND TO WHERE THE DRIVEWAY APPROACH IS A MINIMUM OF FOUR INCHES ABOVE THE BACK OF SIDEWALK ELEVATION AT THE DRIVEWAY. | | | |
| 2. | SEE DRAWING 4-51 FOR APPROX. LENGTH OF INCLINED PORTION OF DRIVEWAY. | | | |

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.



SECTION A-A

N.T.S.

SECTION A-A 6" A.B. (MAY
VARY 5-1/4" TO 6")

NOTES:

1. USE OF THIS DETAIL WITHIN COUNTY REQUIRES ADDITIONAL AREA OF COUNTY R/W OR SIDEWALK EASEMENT
2. SEE DWG. 4-50 FOR FINISH & MATERIAL REQUIREMENTS.
3. SEE DWG. 4-A-53 FOR RAMP PLACEMENT REQUIREMENTS. IF TWO RAMPS OF THIS DESIGN ARE TO BE LOCATED ON ONE CORNER, RAMPS SHALL BE A MINIMUM OF 5' APART AT BACK OF CURB.
4. NO PULL BOX, UTILITY VAULT, UTILITY POLE, MANHOLE, TRAFFIC SIGNAL POLE, OR SIMILAR APPURTENANCE SHALL BE LOCATED WITHIN SIDEWALK RAMP AREA.
5. IT IS DESIREABLE TO LOCATE ALL DRAIN INLETS OUT OF SIDEWALK RAMP AREA. USE OF DRAIN INLET WITHIN RAMP AREA REQUIRES SPECIAL DESIGN OF INLETS.
6. SEE DWG. 4-A-30 FOR SIDEWALK GRADE TOLERANCE.

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.

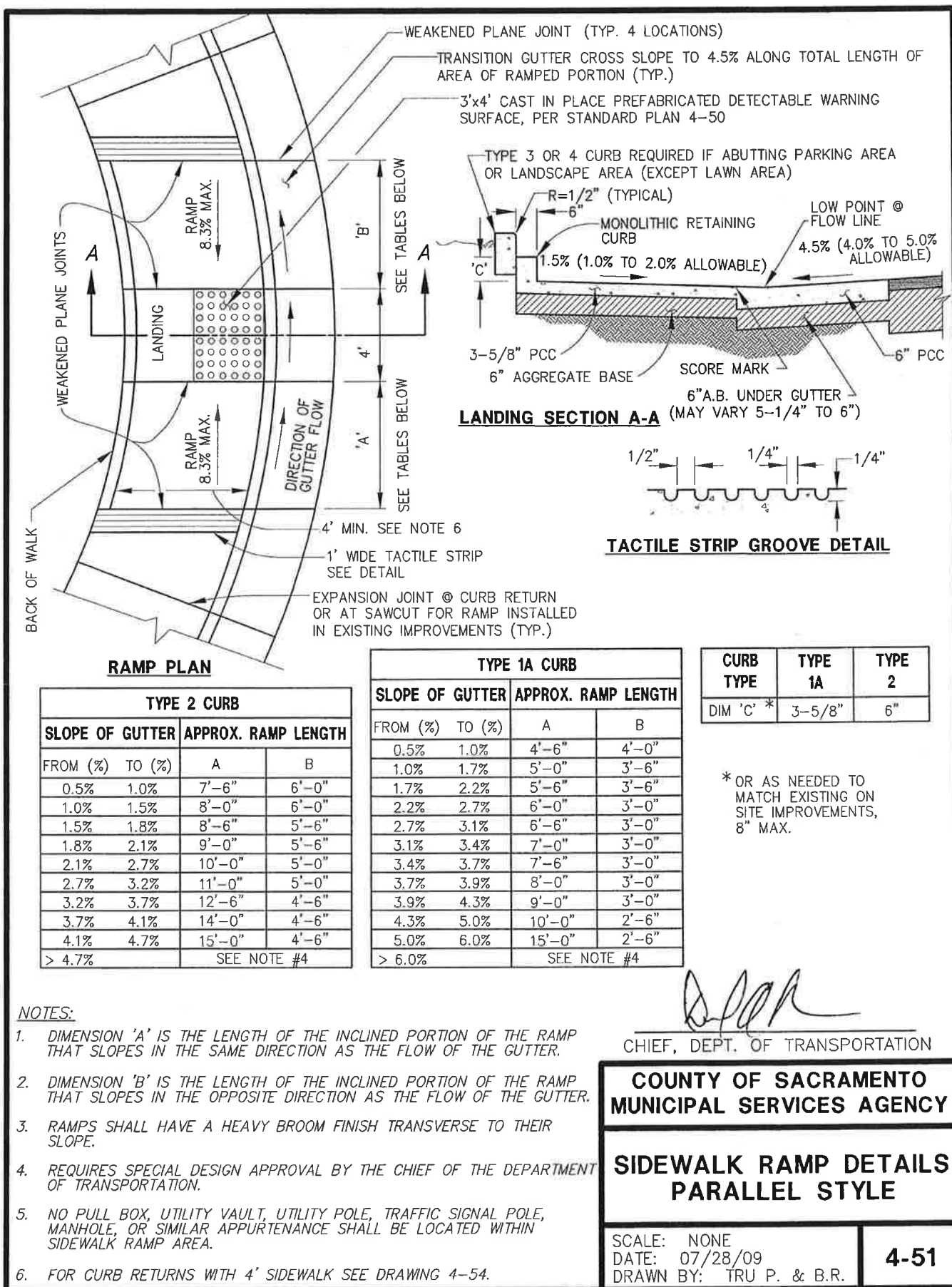
CHIEF, DEPT. OF TRANSPORTATION

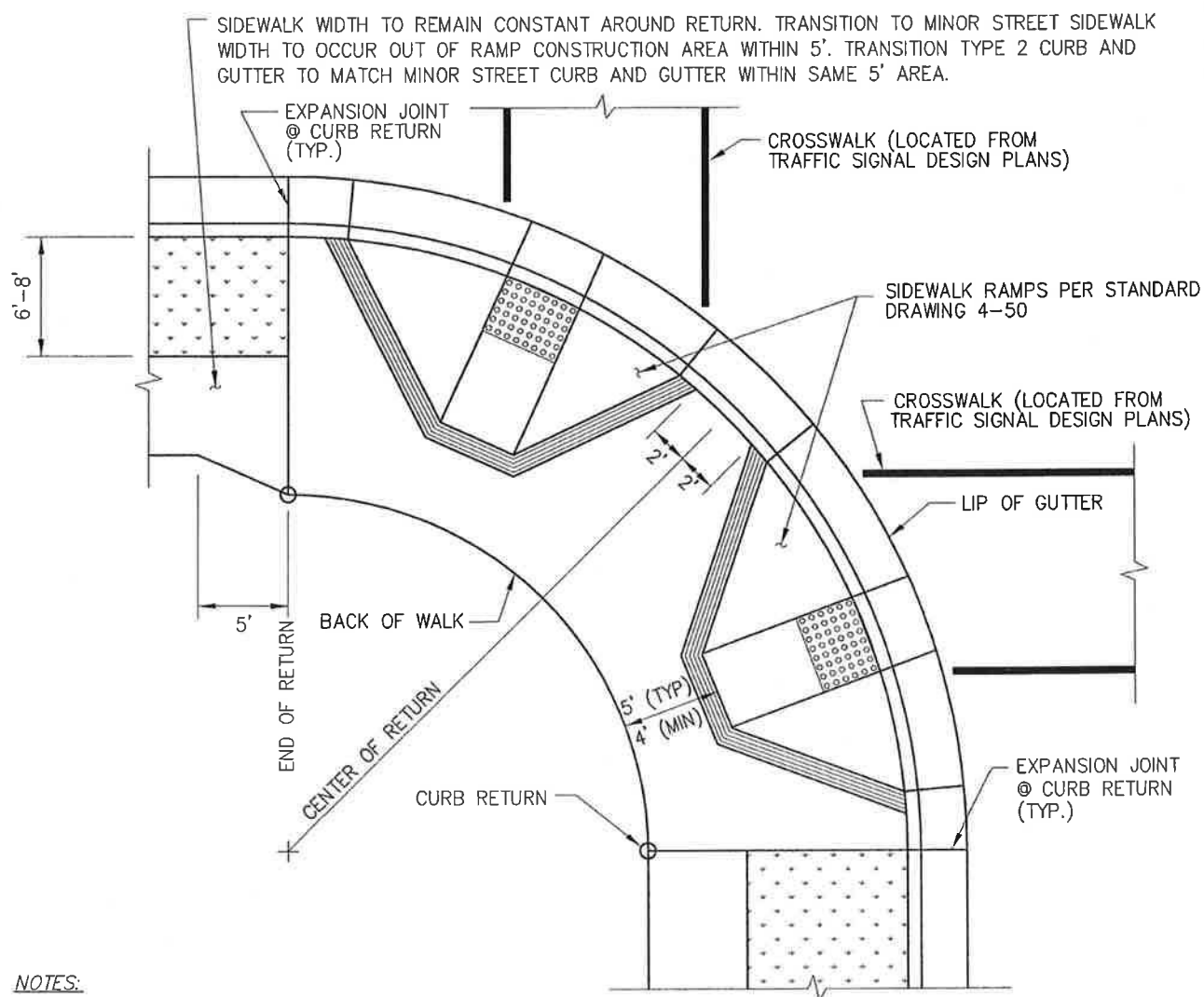
**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

SIDEWALK RAMP DETAIL FOR PLAZA AREAS

SCALE: NONE
DATE: 07/21/09
DRAWN BY: TRU P.

4-A-50





NOTES:

1. AT INTERSECTIONS WITH ARTERIALS AND/OR THOROUGHFARES, THE CORNER RETURNS SHALL HAVE TWO (2) RAMPS AS SHOWN. EXCEPTIONS SEE NOTES 4 & 5.
2. AT INTERSECTIONS WITH NO ARTERIAL OR THOROUGHFARE STREET, SINGLE RAMPS AT THE CENTER OF THE RETURNS MAY BE USED. SEE STANDARD DRAWINGS 4-53, 4-54, 4-56, 4-57.
3. FULL WIDTH OF RAMP SHALL BE LOCATED WITHIN THE EXTENSION OF THE ASSOCIATED CROSSWALK STRIPES, WHERE STRIPED CROSSWALKS EXIST.
4. ON STREETS WITH A CONTINUOUS RAISED MEDIAN ACROSS THE INTERSECTION, A SINGLE SIDEWALK RAMP IS TO BE INSTALLED ON EACH CORNER AT THE CENTER OF RETURN.
5. FOR CORNERS WITH TWO STRIPED CROSSWALKS AND WITH OBSTRUCTIONS THAT PREVENT THE CONSTRUCTION OF TWO STANDARD RAMPS, A SINGLE SIDEWALK RAMP MAY BE INSTALLED CENTERED IN THE TWO CROSSWALKS. THE WIDTH OF RAMP IS TO BE 6'. THE WARNING SURFACE MATERIAL SHALL BE THREE FEET BY SIX FEET. USE OF THIS OPTION REQUIRES PRIOR WRITTEN APPROVAL BY CHIEF OF THE DEPARTMENT OF TRANSPORTATION.

[Signature]
CHIEF, DEPT. OF TRANSPORTATION

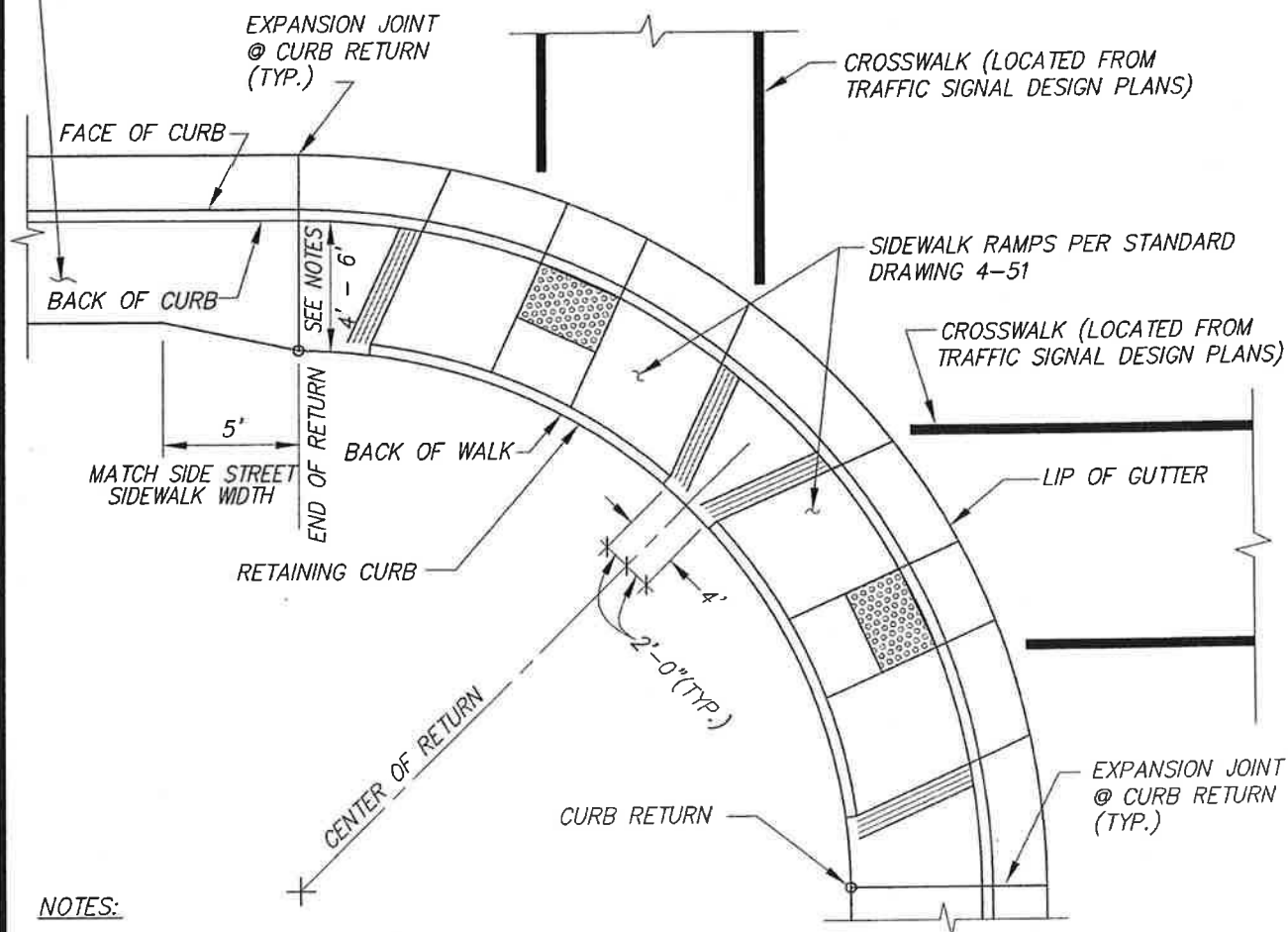
**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

**SIDEWALK RAMP
PLACEMENT
MAJOR STREET INTERSECTION**

SCALE: NONE
DATE: 04/02/2009
DRAWN BY: B.R. & TRU P.

4-52

SIDEWALK WIDTH TO REMAIN CONSTANT AROUND RETURN. TRANSITION TO MINOR STREET SIDEWALK WIDTH TO OCCUR OUT OF RAMP CONSTRUCTION AREA WITHIN 5'. TRANSITION TYPE 2 CURB AND GUTTER TO MATCH MINOR STREET CURB AND GUTTER WITHIN SAME 5' AREA.



NOTES:

1. AT INTERSECTIONS HAVING A STREET WITH A RIGHT-OF-WAY WIDTH OF 80 FEET OR GREATER, THE CORNER RETURNS SHALL HAVE TWO (2) RAMPS AS SHOWN, AND TYPE 2 CURB & GUTTER AROUND THE RETURNS, AND SIDEWALK WIDTH SHALL BE 6' AROUND THE RETURNS. EXCEPTIONS - SEE NOTES 5 & 6.
2. AT INTERSECTIONS WITH NO MAJOR (84, 108, OR 130 FOOT) STREET, A SINGLE RAMP AT THE CENTER OF THE RETURNS AND TYPE 1 OR 1A CURB & GUTTER MAY BE USED. SIDEWALK WIDTH AROUND RETURNS SHALL BE 4' FOR INTERSECTIONS OF STREETS WITH SINGLE FAMILY RESIDENTIAL DEVELOPEMENT.
3. THE PLANS SHALL SHOW THE CORRECT NUMBER & LOCATION OF RAMPS ON EACH CORNER.
4. FULL WIDTH OF RAMP PAN (THE FULLY DEPRESSED PORTION OF RAMP) SHALL BE LOCATED WITHIN THE EXTENSION OF THE ASSOCIATED CROSSWALK STRIPES, WHERE CROSSWALKS EXIST.
5. ON MAJOR STREETS (AS DEFINED IN NOTE #1 ABOVE) WITH A CONTINUOUS RAISED MEDIAN ACROSS THE INTERSECTION, A SINGLE STANDARD SIDEWALK RAMP IS TO BE INSTALLED. LOCATE RAMP AT CENTER OF RETURN.
6. FOR CORNERS WITH TWO STRIPED CROSSWALKS AND WITH OBSTRUCTIONS THAT PREVENT THE CONSTRUCTION OF TWO STANDARD RAMPS, A SINGLE SIDEWALK RAMP MAY BE INSTALLED CENTERED IN THE TWO CROSSWALKS. THE WIDTH OF RAMP PAN (THE FULLY DEPRESSED PORTION OF RAMP) IS TO BE 6'. THE WARNING SURFACE MATERIAL SHALL BE THREE FEET BY SIX FEET. USE OF THIS OPTION REQUIRES PRIOR WRITTEN APPROVAL BY CHIEF OF THE DEPARTMENT OF TRANSPORTATION.

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.

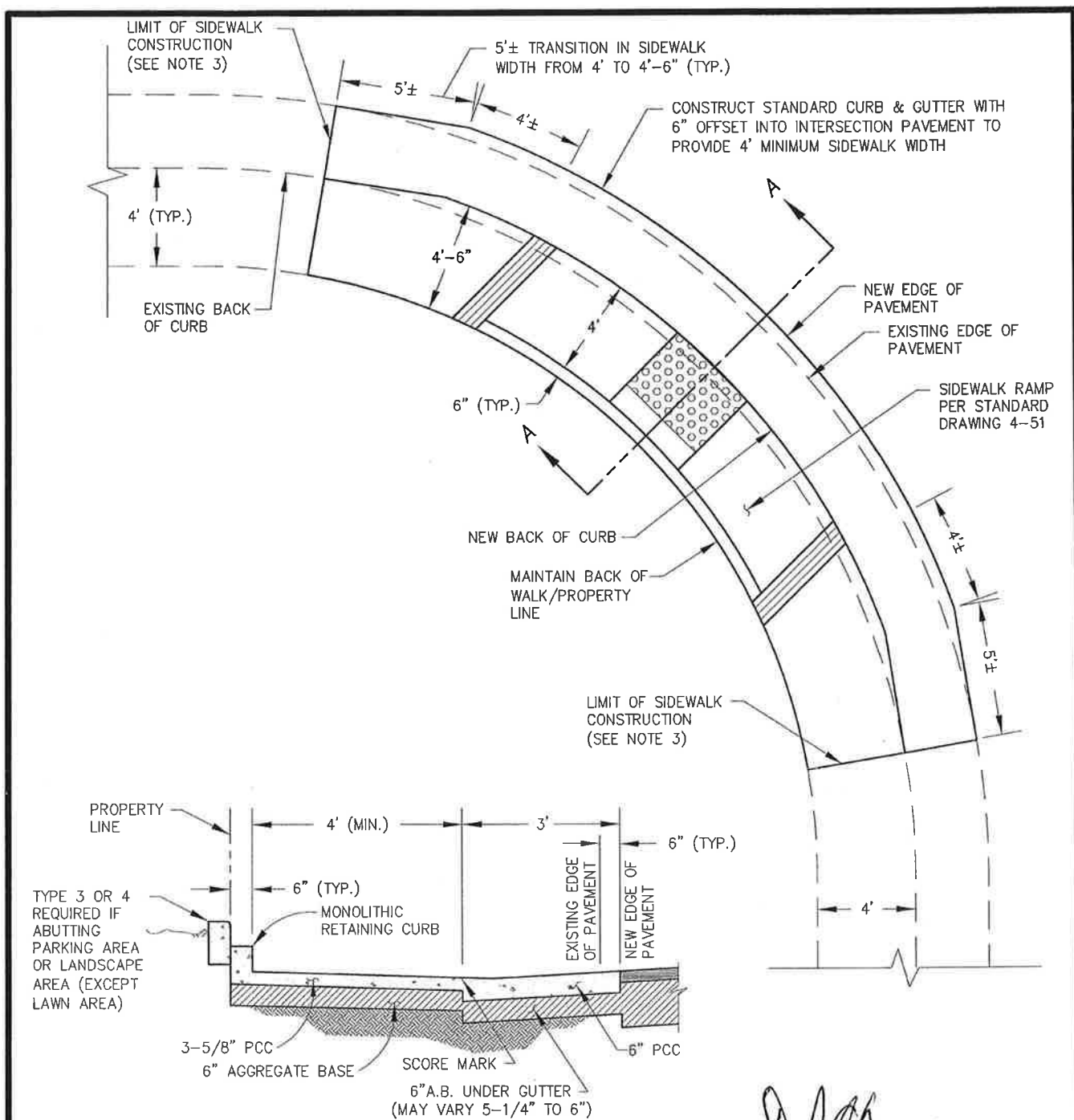
[Signature]
CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

SIDEWALK RAMP PLACEMENT

SCALE: NONE
DATE: 07/21/09
DRAWN BY: TRU P.

4-A-52



LANDING SECTION A-A

NOTES:

1. RAMPS SHALL HAVE A HEAVY BROOM FINISH TRANSVERSE TO THEIR SLOPE.
2. NO PULL BOX, UTILITY VAULT, UTILITY POLE, TRAFFIC SIGNAL POLE, MANHOLE, OR SIMILAR APPURTENANCE SHALL BE LOCATED WITHIN SIDEWALK RAMP AREA.
3. REMOVE AND REPLACE SIDEWALK TO NEAREST JOINT (CONSTRUCTION, EXPANSION, OR WEAKENED PLANE). DOWELL TO EXISTING PER DRAWING 4-32.
4. ASPHALT CONCRETE RECONSTRUCTION ALONG NEW RAMP SHALL CONFORM TO DRAWING 4-49.
5. USE THIS DETAIL WHERE CURB EXTENSION (STANDARD DRAWING 4-53) IS NOT USED WITH PERMISSION OF DIRECTOR OF COUNTY ENGINEERING.

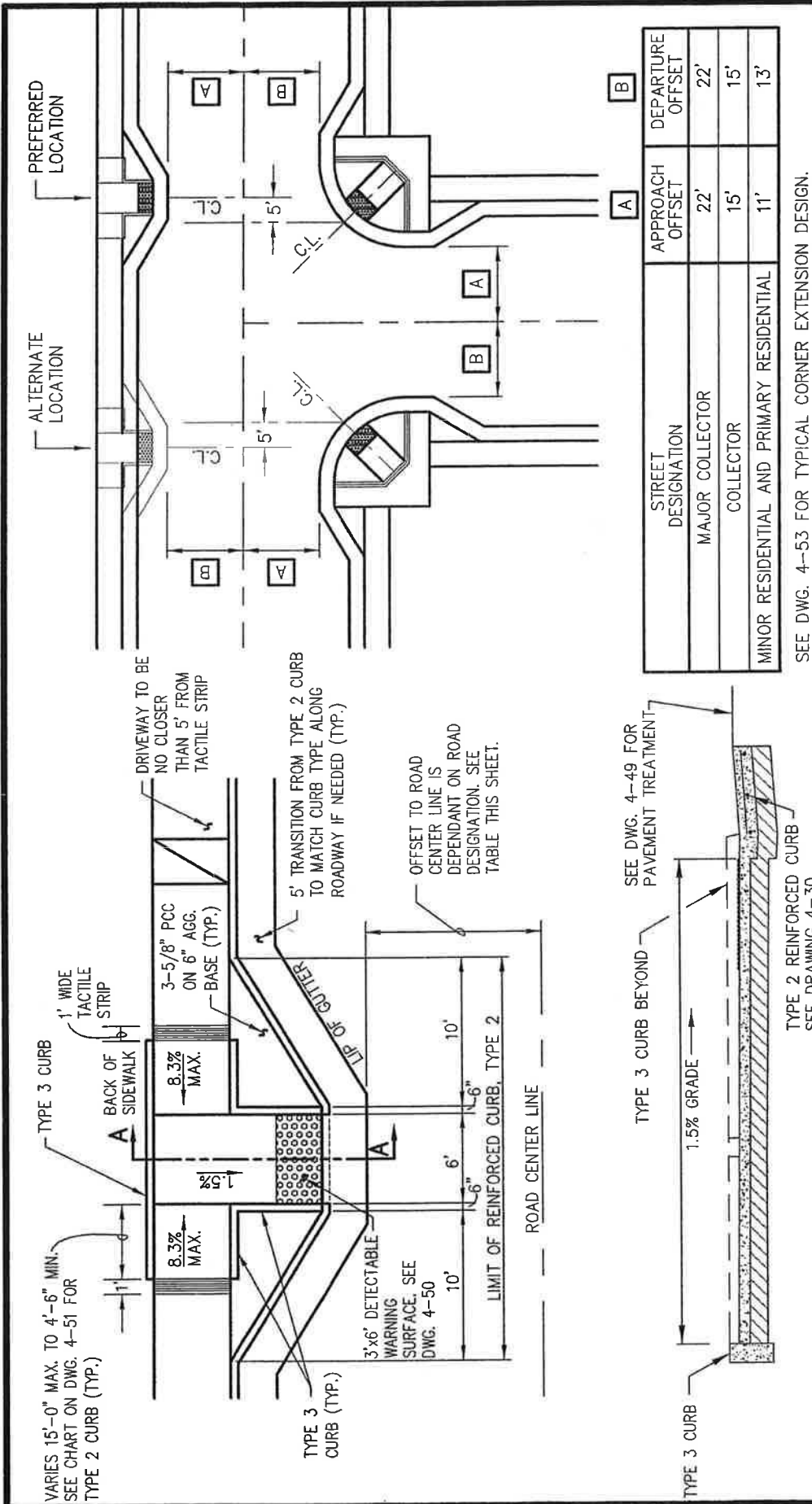
CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

SIDEWALK RAMP DETAILS FOR RETROFIT OF EXISTING 4' WIDE SIDEWALKS

SCALE: NONE
DATE: 04/21/09
DRAWN BY: B.R.

4-54



COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

"T" INTERSECTIONS FOR RESIDENTIAL STREETS & COLLECTOR STREETS

SCALE: NONE
 DATE: 07/30/09
 DRAWN BY: G. C. & B.R.

4-A-56

SECTION 'A-A'
 NO SCALE

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.

[Signature]
 CHIEF, DEPT. OF TRANSPORTATION



Linda Budge
Mayor

Dan Skoglund
Vice Mayor

Robert J. McGarvey
Council Member

David M. Sander
Council Member

Donald Terry
Council Member

March 29, 2013

CONCRETE MAINTENANCE SERVICES

ADDENDUM NO. 1

TO ALL PROSPECTIVE BIDDERS:

Please incorporate the following revisions as part of the contract documents for subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

<u>ADDENDUM ITEM</u>	<u>PAGE OR DRAWING</u>	<u>LOCATION AND DESCRIPTION OF CHANGE</u>
1.1	Page 10	<u>Bid Schedule</u> – Replace bid schedule with revised bid schedule included with this addendum. Change includes revising the 3 Year Estimated Quantity of Remove and Replace Curb Access Ramp from 10 EA to 500 SF.
1.2	Page 17	<u>Guarantee Requirements</u> – Refer to second paragraph Change the second paragraph to: Performance and Payment Bonds will be required as outlined in Appendix A, Section 8 of this Request for Bids. At the end of each contract year, the contractor may request to have their bond reduced by the amount of work completed during that contract year.

END OF ADDENDUM


John Samuelson
Streets Operations & Maintenance Manager



AGENDA ITEM 12.7

1.5 INSURANCE REQUIREMENTS

Bidders acknowledge the City's insurance requirements as detailed in **Appendix B**. Exceptions to City insurance requirements will not be made. Any Bidder unable to meet the insurance requirements, as detailed, shall not be eligible for selection or award of contract.

1.6 BASIS FOR EVALUATION OF BIDS

In order to receive consideration of selection, all bids received must address all aspects of this RFB. Each item identified in **Section 3, Bid Submittal Checklist** shall be included in the sealed bid submittal. A contract will be awarded to the lowest responsible bidder. The criteria used to determine if a bidder is responsible are:

- Experience Providing Concrete Maintenance Services
- Employee/Staff Experience and Qualifications
- Equipment Inventory
- Customer Call Center
- Emergency Response Plan
- References
- Performance History
- Trustworthiness
- Work Quality
- Bonding and Insurance Capacity
- Cost

Submission of a bid implies bidder's acceptance of the criteria.

The City reserves the right to reject any and all bids, to waive any irregularities in any bid, sit and act as sole judge of the merit and qualifications of services offered, and to accept the bid which is deemed to be in the best interest of the City of Rancho Cordova. The City will award any agreement based on the most responsive bid, which includes the most advantageous pricing, quality and suitability of services for the City's particular needs. Additionally, the City may, for any reason, determine not to award an agreement as a result of this RFB.

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova, and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Bid Schedule (Section 4.2)
- ☒ Experience and Qualifications (Section 5.2)
- ☒ Employee/Staff Experience & Qualifications (Section 5.3)
- ☒ Designation of Subcontractors (Section 5.4)
- ☒ Operations Plan (Section 5.5)
- ☒ Exceptions (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

SECTION 4
BASE BID SCHEDULE

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

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

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

BASE BID GRAND TOTAL \$ 225,700⁰⁰
(List total Base Bid Grand Total from Bid Schedule – bottom line)

Company Name: CAZADORES CONSTRUCTION INC.
Primary Contact: JASON EDWARDS Title: PRESIDENT
Business Address: 3941 PARK DR. STE. 20404
City, State, Zip: EI DORADO HILLS, CA 95762
Telephone No.: 916-792-7645 Fax No: 916-293-9497
Email Address: JASON@CAZADORESCONSTRUCTION.COM
Website Address: WWW.CAZADORESCONSTRUCTION.COM
Authorized Signature: 

4.2 BID SCHEDULE *(Required submittal form)*

Maintenance Type	3 Year Estimated		
	Quantity	Unit Price	Total Amount
1. Remove & Replace PCC Sidewalk (4" Thick)	2,000 SF	\$ 9	\$ 18000
2. Remove & Replace PCC Sidewalk (6" Thick)	500 SF	\$ 14	\$ 7000
3. Remove & Replace Curb Access Ramp	500 SF	\$ 27	\$ 13500
4. Remove & Replace Type 1A PCC Curb & Gutter	2,000 LF	\$ 29	\$ 58000
5. Remove & Replace Type 2 PCC Curb & Gutter	2,000 LF	\$ 29	\$ 58000
6. Remove & Replace Type 3 PCC Curb & Gutter	1,000 LF	\$ 14	\$ 14000
7. Remove & Replace Type 4A PCC Curb & Gutter	500 LF	\$ 14	\$ 7000
8. AC Repair Adjacent to Curb/Ramps	6,000 SF	\$ 6.95	\$ 41,700
9. Tree Root Trim & Barrier Placement	300 LF	\$ 5	\$ 1500
10. Sidewalk Grinding	500 LF	\$ 7	\$ 3500
11. Sidewalk Cutting	500 in-ft	\$ 7	\$ 3500
	Grand Total		\$ 225,700

The three year estimated quantities shown are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City of Rancho Cordova does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserve the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as directed by the City.

EXHIBIT A

Concrete Maintenance Services
Request for Bids

Page 11 of 44
City of Rancho Cordova

Labor and Equipment Rates

The following hourly rate and equipment rates shall apply to all work not covered under the unit prices included in the Bid Schedule. Hourly rates and equipment rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Labor	Extra Work	Emergency Response
Forman	\$ 95	\$ 115
Equipment Operator	\$ 95	\$ 115
Truck Driver	\$ 95	\$ 115
Laborer	\$ 81	\$ 95
Flagman	\$ 81	\$ 95
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Equipment		
Pick Up	\$ 30	\$ 45
Dump Truck	\$ 60	\$ 75
Sign Truck	\$ —	\$ —
Skid-Steer	\$ 322	\$ 370
Skip Loader	\$ 380	\$ 435
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____

SECTION 5

BIDDER EXPERIENCE AND OPERATIONS PLAN

5.1 BIDDER EXPERIENCE AND OPERATIONS PLAN OVERVIEW

Each Contractor submitting a bid shall clearly detail, on the forms provided in this Section 5, each of the following:

Firm Experience and Qualifications: Bidder shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.2**.

Employee/Personnel Experience and Qualifications: Bidder shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Maintenance Task Items should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.3**.

Operations Plan Details: Bidder shall detail an inventory of equipment, location of any equipment and materials storage facilities, and customer service processes and call center location (if applicable). The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.5**.

EXHIBIT A

Concrete Maintenance Services
Request for Bids

Page 13 of 44
City of Rancho Cordova

5.2 FIRM EXPERIENCE AND QUALIFICATIONS (Required submittal form)

Contractor's License Class A and License Number 953796

The bidder has been engaged in the contracting business, under the present business name for 3 years. Experience in work of a nature similar to that covered in the bid extends over a period of 17 years.

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

Please provide written explanation on a separate sheet(s).

The following contracts related to the proposed Concrete Maintenance Services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
2012	STORM DRAIN CURBS, GUTTER, SW SIDEWALK / PAVING	552,000	City of Grass Valley	TRISH TOLLITSON / ENG. 530-274-4352
2012	CURBS, GUTTER SIDEWALK	47,000	Yuba City	DANA LANGLEY / ENG. 530-822-4792
2012	STORM DRAIN CURBS, GUTTER, SW PAVING	232,000	City of Sacramento	Ricky Chude / ENG. 916-818-5050
2012	MINOR CONCRETE	770,000	CALTRANS DeSilva Group	ERIC STRETCH / P.M. 916-202-9347
2011	STORM DRAIN CURBS, GUTTER, SW PAVING	600,000	N.C.S. D.	ERIC MARSH / ENG. 530-550-6133

5.3 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS (Required submittal form)

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
TONY FLOVERDA	FIELD OPERATIONS MANAGER	3	20	
RICARDO VELARDE	FOREMAN	2	7	
JESUS AGUIRRE	FOREMAN	3	25	
RENE ESPINOSA	FOREMAN	3	12	

Use additional sheets of paper as necessary for additional references or employees.

5.4 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

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

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

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
N/A			

5.5 OPERATIONS PLAN (Required submittal forms)

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
5	F-150 Crew Trucks	2002	Local
1	F-7500 Dump Truck	2002	Local
1	F-250 Crew Truck	2008	Local

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this Contract:

916-792-7645 3941 PARK DR. STE. 20-404
Street address

EI DORADO HILLS, CA 95762
City, State, Zip Code

Will Customer Service representatives be available during normal business hours to answer calls? ☒ Y / ☐ N (circle one)

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan should include who will be contacted, what number they will be contacted at, and where they will be responding from.

JASON EDWARDS will be contacted @ 916-792-7645 and
responding from EI Dorado Hills, CA.

List the 24-hour emergency number if available 916-792-7645

SECTION 6**EXCEPTIONS, GUARANTEES AND CERTIFICATIONS****6.1 EXCEPTIONS TO AGREEMENT *(Required submittal forms)***

Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the bidder's firm to the Agreement in the manner set forth below.

Date: April 1, 2013Name: Jason EdwardsTitle: PRESIDENTSignature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all bids be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Base Bid Grand Total as indicated in **Section 4, Base Bid Schedule**.

Performance and Payment Bonds will not be required for submittal of bids or for the execution of a contract with the selected Contractor.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

BID BOND

Bond No. BBSU

KNOW ALL MEN BY THESE PRESENTS,

That we as principal, CAZADORES CONSTRUCTION, INC., 3941 PARK DRIVE, SUITE 20-404, EL DORADO HILLS, CALIFORNIA, 95762, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto:

**CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CALIFORNIA 95670**

as Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

CONCRETE MAINTENANCE SERVICES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

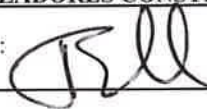
Signed and sealed this 28TH day of MARCH, 2013.

(Witness)

CAZADORES CONSTRUCTION, INC.

(Principal) (Seal)

By:



**JASON EDWARDS
PRESIDENT**

(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:



**Randall L. Jorgensen, Attorney-In-Fact
3636 American River Drive, Suite 200
Sacramento, California 95864**

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On March 28, 2013 before me, M. McLaughlin - Notary Public
(Here insert name and title of the officer)

personally appeared Randall L. Jorgensen

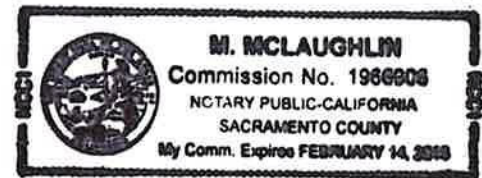
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

M. McLaughlin
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Title or description _____

(Title or description of attached document)

Title or description continued _____

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

AGENDA ITEM 12.7



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225956

Certificate No. 005312434

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol Dunn, Paul F. Bystrowski, Randall L. Jorgensen, Joseph H. Weber, Mary E. A. McLaughlin, John E. Murphy, Sandi Pullen, and John J. Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of December, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of December, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

EXHIBIT A

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

6.3 NON-COLLUSION AFFIDAVIT (Required with submittal)

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

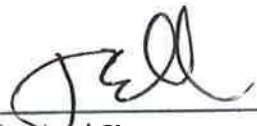
Jason Edwards (name) being first duly sworn, deposes and says that he or she is PRESIDENT (title) of CAZADORES CONSTRUCTION (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CAZADORES CONSTRUCTION INC.

Company Name (Printed)

April 1, 2013

Date


 Authorized Signature

Jason Edwards
 Name (Printed)

PRESIDENT
 Title

Subscribed and sworn to before me

this ____ day of _____, 2013.

Signature of Notary Public

State of California, County of Sacramento
 Subscribed and sworn to (or affirmed) before me
 on this 1 day of April, 20 13.
 by Jason Edwards
 proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.
 Signature: Karena J. Moy



Section 6

AGENDA ITEM 12.7

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

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

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: April 1, 2013CAZADONES CONSTRUCTION INC

Legal Company or Corporation Name

Corporation

Business Type (Corporation, Partnership, etc.)

Jason Edwards

Print Name

[Signature]

Signature

PRESIDENT / SECRETARY

Title

JIM FOSTER

Print Name

[Signature]

Signature

C.E.O. / TREASURER

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

MEMORANDUM

DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AWARDING A STREET MAINTENANCE SERVICES AGREEMENT WITH CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.



RECOMMENDATION

Adopt Resolution No. 44-2013.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will allow the City to award a three year street maintenance services agreement to the lowest responsive bidder California Pavement Maintenance Company in an amount not to exceed \$5,206,610.

BACKGROUND

With the existing contracts being expended, Public Works advertised for new maintenance contracts to continue repairing City streets and resurfacing various residential neighborhoods. In order to get the most qualified contractors for a more competitive unit cost, Public Works decided to divide the existing street maintenance contract into three new contracts. Street maintenance will cover routine maintenance activities such as filling potholes, as well as performing asphalt and base repair, and overlays. Surface treatment services will cover slurry seals, micro-surfacing, and cape seals. Concrete maintenance will cover curb, gutter, and sidewalk maintenance and repair.

In March 2013, a request for bids was advertised and staff received five bids for street maintenance services. The lowest responsive bid was \$5,206,610 and the high bid was \$6,120,000. Staff recommends awarding a contract to the lowest responsive bidder, California Pavement Maintenance Company, Inc. Funding for this contract will primarily come from Gas Tax and Measure A Maintenance funds.

ATTACHMENT

Resolution No. 44-2013 including Exhibit 1A - Contract No. 47-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 44-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AWARDING A THREE YEAR STREET MAINTENANCE SERVICES CONTRACT TO
CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.**

WHEREAS, the project was advertised in The Grapevine Independent on March 22, and 29, 2013; and

WHEREAS, the bids were publicly opened on April 4, 2013 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City recommends award the Street Maintenance Services project to the lowest responsive bidder, California Pavement Maintenance Company, Inc., in the amount of \$5,206,610; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager and or his Designee to execute a three year maintenance contract with California Pavement Maintenance Company, Inc. (**Exhibit 1A**), 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

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CALIFORNIA PAVEMENT MAINTENANCE
COMPANY, INC. FOR STREET MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and California Pavement Maintenance Company, Inc. ("Contractor") as of May 6, 2013.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused specifications for Street Maintenance Services ("Project") to be prepared, and therefore did approve and adopt said specifications; and

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

WHEREAS, the notice was published on March 22 and 29, 2013 in the Grapevine Independent ("Notice"); and

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 47-2013, as provided for and set forth in said Specifications, which said Specifications, including those required under Appendix C, "Additional Special Provisions" and those scope of services described in the RFB incorporated herein, are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and

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

Section 3. COMPLETION. Agreement shall be effective from the time at which the contract is fully executed through April 30, 2016 as described in Section 2.2 of the attached.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Five Million, Two Hundred Six Thousand, Six Hundred and Ten Dollars (\$5,206,610). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

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

payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Bruce Taylor, Vice President
California Pavement Maintenance Company, Inc.
9390 Elder Creek Road
Sacramento, CA 95829

Any written notice to City shall be sent to:

John Samuelson
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Ted A. Gaebler, City Manager

Bruce Taylor, Vice President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last Revised August 1, 2012

CITY OF RANCHO CORDOVA

DEPARTMENT OF PUBLIC WORKS



Requests for Bids for:

Street Maintenance Services

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

Release Date: March 8, 2013

Pre-RFB Meeting: March 21, 2013 @ 9:30 A.M.

Bids Due: April 4, 2013 by 3:00 P.M.

SECTION 1

REQUEST FOR BID OVERVIEW

1.1 INTRODUCTION

The City of Rancho Cordova, Department of Public Works, is seeking the submission of bids from qualified contractors for the provision of Street Maintenance Services. Should a contract be executed as a result of this Request for Bids (RFB), the Contractor will be expected to perform general Street Maintenance Services comprised of pavement base repair, pothole and spot patching, roadside maintenance, guardrail and fence repair, and road hazard response at various locations throughout the City as designated in this RFB.

This RFB contains all of the information and documents necessary to prepare and submit a responsive bid. Bidders are cautioned to read all of the documentation provided. Bidders will be responsible for complying with all requirements identified herein. The City expects any contract resulting from this RFB to be in effect for a period of three years, with an option to extend that contract for another three years upon satisfactory completion of work.

1.2 BACKGROUND

The City of Rancho Cordova is home to more than 66,000 residents who have come to expect the highest quality public service in nine years of Cityhood. The City comprises more than 35 square miles of land and is located in Sacramento County along the Highway 50 corridor, approximately 12 miles east of the California State Capitol. The City currently maintains approximately 240 centerline miles of paved roadway roughly consisting of 155 miles of residential roads and 85 miles of collectors and arterials.

1.3 BID INFORMATION

Bids shall be made only on forms provided in this RFB, as obtained from the City. All forms shall be completed with numbers stated in figures, and signatures of all individuals in original ink and in long-hand. All cost figures shall be clearly indicated in the BID SCHEDULE. The bid shall include any other submittals and requirements identified in this RFB.

Any questions related to this RFB shall be directed to John Samuelson, Streets Operations and Maintenance Manager. All questions must be submitted in writing either by U.S. mail at the address specified for receipt of bids, or by email at jsamuelson@cityofranhocordova.org. Table 1 describes key dates and submittal requirements.

TABLE 1
Key Dates and Information

RFB Release Date:	March 8, 2013
Title:	Street Maintenance Services
Pre-Bid Meeting:	March 21 at 9:30 a.m. at 2729 Prospect Park Drive Rancho Cordova, CA 95670
Deadline for written questions/clarifications:	March 26, 2013 at 3:00 p.m.
Response to Written Questions:	March 29, 2013
<i>Bid Opening Date and Time:</i>	<i>April 4, 2013 at 3:00 p.m.</i>
Submittal:	One original, with ink signatures, and 1 copy of the response to this RFB must be sealed, and must clearly display the Bidder's business name.
Contract Manager:	John Samuelson Operations & Maintenance Manager
Address:	City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670
Email Address:	<i>jsamuelson@cityofranhocordova.org</i>

1.4 QUALIFICATION REQUIREMENTS

Any Bidder shall demonstrate minimum qualifications have been met. Minimum Qualifications include, but are not limited to:

Copy of a State of California General Engineering Contractor (A) and/or **C-12** Earthwork & Paving Contractor License, and be in good standing with the California Department of Consumer Affairs Contractors State License Board.

Within the past five (5) years, Bidder shall have had a minimum of three (3) years of continuous experience in the ownership and direct management of a street maintenance business. Ownership herein shall be defined as possessing a minimum of at least 25% of the business with active involvement in the day-to-day management of the business.

1.5 INSURANCE REQUIREMENTS

Bidders acknowledge the City's insurance requirements as detailed in **Appendix B**. Exceptions to City insurance requirements will not be made. Any Bidder unable to meet the insurance requirements, as detailed, shall not be eligible for selection or award of contract.

1.6 BASIS FOR EVALUATION OF BIDS

In order to receive consideration of selection, all bids received must address all aspects of this RFB. Each item identified in **Section 3, Bid Submittal Checklist** shall be included in the sealed bid submittal. A contract will be awarded to the lowest responsible bidder. The criteria used to determine if a bidder is responsible are:

- Experience Providing Street Maintenance Services
- Employee/Staff Experience and Qualifications
- Equipment Inventory
- Customer Call Center
- Emergency Response Plan
- References
- Performance History
- Trustworthiness
- Work Quality
- Bonding and Insurance Capacity
- Cost

Submission of a bid implies bidder's acceptance of the criteria.

The City reserves the right to reject any and all bids, to waive any irregularities in any bid, sit and act as sole judge of the merit and qualifications of services offered, and to accept the bid which is deemed to be in the best interest of the City of Rancho Cordova. The City will award any agreement based on the most responsive bid, which includes the most advantageous pricing, quality and suitability of services for the City's particular needs. Additionally, the City may, for any reason, determine not to award an agreement as a result of this RFB.

SECTION 2

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the County of Sacramento, Municipal Services Agency Standard Construction Specifications, adopted January 2008, and this RFB, herein referred to as Special Provisions. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

A complete, preliminary copy of the City's contract for Street Maintenance Services is attached to this RFB as Appendix A. The contract shall bind selected bidder to perform work in accordance with this RFB.

2.1 DESCRIPTION OF WORK STANDARDS

All Bidders accept, and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of general street maintenance including pavement base repair, grind and replace pavement, AC overlays, leveling courses, crack seals, pothole patching, grading, ditch cleaning and reshaping, guardrail repair, and fence repair in areas owned by the City of Rancho Cordova, as further designated in this RFB.

City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by street maintenance contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards which

create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than two hours (120 minutes) delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing street maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

Equipment: Selected Contractor must furnish all tools, and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City and standard specifications. City may require demonstration of equipment during selection process of this RFB, as outlined in **Section 5, Bidder Experience and Operations Plan**.

2.2 COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bids does not constitute any acceptance of work by City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to make selection of a Contractor and execute a contract for Street Maintenance Services by May 1, 2013. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any bidder unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform maintenance services to standards identified in this RFB, as appended to the executed contract, the City reserves the right to remove work from the contract. Additionally, the City reserves the right to enter into additional contracts for Street Maintenance Services should the selected Contractor not meet City standards.

2.2 TERM OF AGREEMENT

Any Contract resulting from subject Bid is expected to be a three (3) year contract starting from the time at which the Contract is fully executed.

If mutually agreeable to both parties, any resultant Contract may be extended for an additional one (1) year term. However, in no case shall the contract be extended more than two (2)

additional years. Unit prices will be adjusted according with Engineering News & Records Cost Materials Index or mutually agreed upon increase.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

This Agreement may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work, which has been completed up to the effective date of such termination.

2.3 SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Bidder submitting bids for work that includes the use of subcontractors shall additionally submit a filled out **Section 5.4, Designation of Subcontractors**.

2.4 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Street Maintenance Services are fully described in **Appendix C, Additional Contract Provisions**. The additional provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Bidders' attention is directed to review of these Additional Contract Provisions as they will be made part of the contract to be executed by the selected Contractor.

APPENDIX B

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the Contractor, his agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Manager the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk manager, the interests of the City and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the City before performance commences. The City reserves the right to require that the Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by City Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKER'S COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employer's Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Worker's Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CLAIMS MADE ON PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The “Retro Date” must be shown, and must be on or before the date of the Agreement or the beginning of the Agreement performance by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a “Retro Date” prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of one (1) year after completion of the Agreement.

OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **ADDITIONAL INSURED STATUS:** The City, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the City, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.
2. **PRIMARY INSURANCE:** For any claims related to this agreement, the Contractor’s insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. **FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the City is named as an additional insured.
4. **SEVERABILITY OF INTEREST:** The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages in place at all times and provide the City with evidence of each policy’s renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party,

reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the City. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.

6. WORKER'S COMPENSATION WAIVER OF SUBROGATION: The worker's compensation policy required hereunder shall be endorsed to state that the worker's compensation carrier waives its right of subrogation against the City, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:
 1. The City shall be named as loss payee.
 2. The insurer shall waive all rights of subrogation against the City.
8. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
9. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.
10. SUBCONTRACTORS: CONTRACTOR shall require all subcontractors to maintain adequate insurance. Subcontractors shall name the CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by its subcontractors. All subcontractors shall be subject to all terms and conditions stated herein.

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2) PREVAILING WAGE

See Section 5 in Appendix A. The contractor is required to submit certified payrolls on a monthly basis. Failure to submit payroll records is cause for delay in payment or payment may be stopped.

C.3) PRESERVATION OF PROPERTY

Attention is directed to Section 6-21 "Preservation of Property" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

C.4) EXISTING UTILITIES

Attention is directed to Section 6-16 "Existing Utilities" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

C.5) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the State Standard Specifications, the Uniform Manual of Traffic Control Devices (latest edition of the California Supplement), and these Technical Specifications.

Typically, a minimum of one (1) traffic lane, (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 P.M. and 8:30 A.M. except work required under Section 7-1.08, "Public Convenience", and Section 7-1.09, "Public Safety" or by special approval of the Contract Manager.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays and when maintenance operations are not actively in progress.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the City Traffic Engineer for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any), requires a MANDATORY Traffic Control Plan (TCP), for each occurrence;

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the City Traffic Engineer four (4) working days in advance of performing said operation. Contractor must receive written approval from the City Traffic Engineer, or their designee, prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the City Traffic Engineer, or their designee, is based upon general conformance with Federal, State and local regulations and standards and does not relieve Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If the Contractor refuses or fails to furnish and install necessary warning devices and take adequate protective measures in a timely manner, the City Traffic Engineer, with or without notice to the Contractor, may provide suitable warning devices or protective measures by causing such work to be done and such materials to be furnished. The cost and expense of such work and materials so furnished shall be borne by the Contractor; and if the same is not paid for on presentation of the bills therefore, then such costs will be deducted from any moneys due or to become due to the Contractor. The performance of such work under the direction of the City Traffic Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the City Traffic Engineer.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

The City Traffic Engineer or their designee shall review and approve all Traffic Control Plans on the basis of general conformance with applicable regulations and standards. Such review and approval of a Traffic Control Plan does not relieve Contractor of responsibility for public and worker safety.

C.6) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.7) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in concrete maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.8) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.9) DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 7 of the Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30 day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

C.10) PAYMENT

Attention is directed to Section 8 of the Sacramento County Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month the Contractor shall submit invoice(s) to the City for routine and emergency maintenance work approved by the City.

The Contractor's routine maintenance invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, quantity of the work performed, unit cost, and total cost for the work performed.

The Contractor's emergency invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: O&M Manager

C.11) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are

repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

C.12) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

C.13) INSPECTION

The Contractor may receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

C.14) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard contract conditions, a sample of which is attached to this RFB (Appendix A), and to all other terms and conditions in this RFB.

C.15) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to City of Rancho Cordova Public Works Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, Attn: O&M Manager. Contractor's insurance shall comply with all insurance requirements as shown in Appendix B. No goods or services shall be

rendered by the contractor until a valid Certificate of Insurance is on file with The City of Rancho Cordova.

C.16) INDEMNITY

The Contractor indemnifies the City as stated in Section 6-2 of the County Standard Construction Specifications.

C.17) STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 872 Seventh Street, Room 105, Sacramento, CA 95814.

C.18) STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2010 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 455-3520.

C.19) PRECEDENCE

In the event of a conflict between the Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

C.20) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.21) TERMINATION

Any contract resulting from this RFB may be canceled by the City upon thirty (30) calendar days advance notice in writing at City's sole discretion. Contractor may cancel this agreement upon ninety (90) calendar days advance notice in writing to the City.

C.22) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

C.23) COOPERATION

Attention is directed to Section 7-1.14, "Cooperation", and Section 8-1.10, "Utility and Non-highway Facilities" of the Standard Specifications.

The Contractor shall notify United Service Alert (USA) prior to commencing any excavation:
Underground Service Alert (USA) – 1 (800) 642-2444

C.24) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.08, "Public Convenience", of the Standard Specifications. The contractor shall limit his operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Manager.

No work will commence before 8:30 A.M. on the City main arterial and collector street without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.25) OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Nonhighway Facilities", and Section 15, "Existing Highway Facilities", of the Standard Specifications.

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing his work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

The toll-free number for **Underground Service Alert (U.S.A.)** is **(800) 642-2444**. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.26) CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained and removed when no longer required by the Contractor in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

C.27) WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Caltrans Standard Specifications, and these Specifications.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with Caltrans Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance and modification of the WPCP shall be in accordance with the Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above Caltrans handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City of Rancho Cordova and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.28) QUANTITIES

The quantities shown in the Bid are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager.

Sections 4-1.03B, 4-1.03B(1), 4-1.03B(2) and 4-1.03B(3) of the Standard Specifications do not apply to this Contract and are not a part of this Contract.

C.29) MOBILIZATION

Mobilization shall be in accordance with Paragraph 11-1.01 "Description" of Section 11 "Mobilization" of the Standard Specifications. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

C.30) WORK ORDER

Requests for maintenance are made via a Work Order (WO). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via e-mail and will be made directly to Contractor or designated Supervisor. Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

C.31) EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification**.

The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

- Receipt and confirmation of the requested task;
- Initial response to maintenance site and evaluation of problem & site conditions;
- Implementation of appropriate traffic controls;
- Perform the requested task;
- Field check for proper operation and restore site to a safe condition;
- Logbook entry detailing time, date, and nature of maintenance task performed and verbal report to Maintenance Coordinator if appropriate.

Response: Emergency response may be initiated by the City or the Contractor (if emergency condition observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The contractor must also have a supervisor available at all times.
- The Contractor shall make the site safe immediately or as soon as possible.
- The Contractor shall immediately advise the City of any emergency situation by phone and follow up with a written report by end of next business day.
- Corrective action shall be taken immediately.
- Contractor shall have the capability to provide all necessary materials, equipment, and labor in time frames referenced above.

C.32) DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.33) CLASS 2 AGGREGATE BASE (AB)

Aggregate base shall be Class 2 and shall conform to Section 22-2, "Aggregate Base," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the State Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

The Contractor shall insure the subbase is compacted to the requirements set forth in Section 25 of the Caltrans Standard Specifications before placing aggregate base.

The aggregate base and aggregate subbase shall be placed in layers not to exceed 5" thick and shall have a relative compaction of 95%. Class 2 aggregate base shall be placed, conforming to Detail 4-25 of Details, Standard Drawing in the Standard Construction Specifications, and as directed by the Contract Manager.

Aggregate base that is used to provide temporary access to work areas, driveways, and all other work that is necessary shall be paid for by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.34) ASPHALT CONCRETE (AC), TYPE A

The work in this Section shall include all labor, materials, and equipment required to complete all asphalt paving work, including, but not necessarily limited to, asphalt pavements and bases, asphalt overlays, and asphalt as specified herein or otherwise necessary so that other materials

or work may be installed and/or performed and that the whole work is completed in accordance with the Contract Documents.

Tack coat of Type SS-1 asphaltic emulsion shall conform to Section 39 and 94 of the Caltrans Standard Specifications and shall be included in the unit bid price for asphalt concrete. All asphalt concrete on this project shall be as follows and as specified in Section 39-2.01 (Aggregate) of the Caltrans Standard Specifications and these Specifications.

- Deep Lift Asphalt - **Type A, 3/4" maximum**
- Leveling Course – **Type A, 3/8" maximum**
- Speed Humps – **Type A, 3/8" maximum**
- Asphalt Concrete Overlay (2") - **Type A, 1/2" maximum, medium grading for the top course**
- Place AC (Driveways) - **Type A, 1/2" maximum, medium grading for the top course**

All asphalt shall be viscosity grade AR-8000 and shall conform to the requirements of Section 92 (Asphalts) of the Caltrans Standard Specifications. Fine seal coat shall conform to the requirements of Section 37-1 (Seal Coats) of the Caltrans Standard Specifications. Supplying, mixing, proportioning and storing Asphalt Concrete, Type A shall conform to the requirements as specified in Section 39 of the Caltrans Standard Specifications. Mix Design Tolerances – Certificate of compliance shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than ten (10) working days prior to any scheduled asphalt concrete work.

TEST	INDIVIDUAL TEST RESULTS	TEST METHOD NO. CALIFORNIA
Loss in L.A. Rattler (after 500 rev.)	45% Max.	211
Kc and Kf	1.8 Max.	303
Sand Equivalent	45 Min.	217
Stabilometer Value		
3/4"	35 Min.	304
3/8"	30 Min.	304
Moisture Vapor Susceptibility	25 Min.	307
Swell	0.030" Max.	305
Lab Compacted Density		304
Maximum Specific Gravity		ASTM D-2041
Air Voids Content (%)	3 Min. – 4.5 Max.	

Preparation for AC Type A shall conform to these Specifications. The tack coat shall be applied at the approximate rate of 0.05 to 0.15 gallon per square yard. The exact rate will be determined by the Engineer. The area to which a tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Hauling of asphalt concrete to the job site shall be in accordance with Section 23-5 of the County Standard Construction Specifications and these Specifications. Placement of asphalt concrete shall be in accordance with Section 23-8 of the County Standard Construction Specifications and these Specifications. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-6.03 (Compacting) of the Caltrans Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction. All materials testing necessary to determine conformance with the requirements specified in this section will be performed by the City without cost to the Contractor.

Acceptance testing shall be in accordance with Section 23-9 of the County Standard Construction Specification. The Contractor shall remove and replace asphalt concrete that is tested for in-place relative compaction of less than 93%. Finished asphalt concrete pavement which does not conform to the specified compaction requirements will be paid for using the following pay factors:

IN PLACE RELATIVE COMPACTION	PAY FACTORS
93% or greater	100%
92.9% – 92%	95%
91.9% - 90%	90%
89.9% or less	Remove and replace as directed by the Engineer

The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 10 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges,

indentations or other objectionable marks left in the surface of the asphalt concrete by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued and other acceptable equipment shall be furnished by the contractor. A drop-off of more than 0.15-feet will not be allowed at any time between adjacent lanes open to public traffic. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations. Shoulders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic. Finishing roadway shall conform to Section 22 of the Caltrans Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Contract Manager.

Asphalt Concrete, Type A is specified as included in other items of work listed in the Bid Proposal no additional compensation shall be allowed therefore. Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

C.35) BASE REPAIR

Base Repair provides for the full removal and replacement of minor areas of failed pavement on City streets. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, 39, and 94 of the Caltrans Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, $\frac{3}{4}$ " Type A shall comply with these Special Provisions.

Base Repair shall consist of saw cutting, excavation and removal of existing failed roadway pavement and basement material and proper disposal of all unsuitable materials. The structural section for Base Repair shall be the following unless directed otherwise by the Contract Manager;

- Residential Base Repair shall be 3" AC over 6" AB
- Collector Base Repair shall be 4" AC over 14" AB
- Arterial Base Repair shall be 5.5" AC over 20.5" AB

The areas of Base Repair shall have a minimum width of three (3) feet, a minimum length of five (5) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract

Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160°F. The maximum thickness of the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Base Repair shall be brought up to the existing surface grade.

Payment for Base Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of Class II Aggregate Base, tack coat and ¾" Type A Asphalt Concrete and labor and materials involved and no additional payment allowed therefore.

C.36) GRIND AND REPLACE AC REPAIR

Grind and replace AC Repair provides for the full removal and replacement of minor areas of failed asphalt concrete to a depth of 2", 3", 4" or 6" as determined by the Contract Manager. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Engineer, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, 39 and 94 of the Caltrans Standard Specifications. Asphalt Concrete, ¾" Type A, shall comply with these Technical Specifications.

Grind and Replace AC Repair shall consist of saw cutting, excavation and removal of existing failed roadway pavement and basement material and proper disposal of all unsuitable materials. The areas of Grind and Replace AC Repair shall have a minimum width of three (3) feet, a minimum length of five (5) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches. Replacement shall be made by means of deep lift asphalt concrete of the specified depth.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160°F. The maximum thickness of

the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Grind and Replace AC Repair shall be brought up to the existing surface grade.

Payment for Grind and Replace AC Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of tack coat and ¾" Type A Asphalt Concrete and labor and materials involved and no additional payment allowed therefore.

C.37) AC OVERLAY (2")

AC shall conform to the provisions of Section 23 of the Standard Construction Specifications. The work in this section shall include all labor, materials, tools, equipment and incidentals, as specified herein or otherwise necessary to complete the whole work in accordance to these Specifications. The estimated quantity for AC is for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

AC shall conform to the requirements for Acceptance Testing and Test Sections as specified in Section 23-9 of the Standard Construction Specifications. Asphalt Concrete shall comply with these Special Provisions.

The Contractor shall be responsible for removing all vegetation from the edge of pavement, sweeping and washing the pavement, if required, in advance of the overlay operation. It is recommended that a power water wash be used in deceleration zones for the complete removal of dust that may cause overlay slippage. The Contractor shall be responsible for furnishing and placing asphalt emulsion tack coat in advance of the overlay as provided in Sections 37, 39 and 94 of the State Standard Specifications.

All manholes, utility vaults, valve boxes and survey monument covers encountered in the area to be overlaid with asphalt concrete shall be carefully referenced out prior to the overlay by the Contractor. All exposed survey monuments shall be referenced out prior to the overlay, covered by an appropriate method approved by the Contract Manager, and uncovered after the overlay without disturbing or damaging the survey monument

The planing of asphalt concrete pavement shall be performed by cold planing. The cold planing machine shall have a cutter head at least five (5) feet wide and shall be operated so as not to produce fumes or smoke. The road surfacing to remain in place shall not be damaged in any way. The planed road surface shall not be damaged or spalled.

Pavement planning shall be to within one (1) foot on all sides of manhole rims, drain inlets, vaults, valve boxes, and any other roadway appurtenances located in the planing area, unless the objects fall within three (3) feet of the lip of gutter. Following planning operations, no drop-off will be allowed at any time adjacent to driveways or around the edges of manhole rims, drain inlets, vaults, valve boxes, and any other roadway appurtenances. Where

transverse joints are planned in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic.

If permanent asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered in five (5) feet to the level of the planed area. Asphalt concrete for tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Asphalt concrete tapers shall be completely removed, including removing all loose material from the underlying surface, before placing the permanent surfacing. Full compensation for furnishing asphalt concrete for temporary tapers and for constructing, maintaining, removing, and disposing of the tapers shall be considered as included in the contract price paid per square foot for pavement planing (wedge grinding) and no additional compensation will be allowed therefore.

All planed material, not used to replace unsuitable material removed from this project, shall be transported and properly disposed of offsite. Transport and off-loading of material shall be considered incidental and included in the unit price paid for this item.

Planed pavement shall not remain exposed to traffic for more than five (5) calendar days before paving. It shall be the responsibility of the Contractor to schedule planing and paving operations to meet this requirement.

The contract unit price paid per square foot for AC Overlay (2") shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals, and for doing all work involved in placing AC complete in place, including all traffic control, pre-level preparation, wedge grinding and furnishing and spreading sand cover if directed by the Contract Manager, furnishing and placement of ½" Type A Asphalt Concrete and labor and materials involved as specified in the Standard Specifications and these Special Provisions, and as directed by the Contract Manager and no additional compensations shall be allowed therefore.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

C.38) LEVELING COURSE

This work includes placing of asphalt concrete overlay balance, filling low areas and covering heavy alligator cracking over designated areas. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Engineer, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Section 37, 39 and 94 of the Caltrans Standard Specifications. Asphalt concrete shall comply with these Special Provisions.

Overlay balance, mechanical, shall mean filling low areas or covering alligator cracks with asphalt concrete to match existing pavement contours. A maximum of one (1) inch depth leveling course will be laid with tapering to conform to existing roadways. Depth and amount of area to receive leveling course may change as directed by the Contract Manager.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic. Temporary reflective pavement markers shall be placed at intervals of not more than 25 feet. Temporary reflective raised pavement markers shall be the same color as the existing lane line or centerline.

Placement of leveling Course will comply with the Section of these Specifications pertaining to Asphalt Concrete, Type A.

Leveling Course will be measured by the ton of asphalt concrete actually placed. Weight certificates shall be furnished by the Contractor to the Contract Manager at the job site upon delivery of the material. Measurement shall conform to Section 39-8 of the Caltrans Standard Specifications. The contract unit price per ton for Leveling Course shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in applying the tack coat and constructing leveling course complete in place as specified in these specification.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

C.39) CRACK SEALING

Crack Sealing provides for the application of an asphalt-based or other approved crack seal product to the cracks in asphalt concrete pavements to minimize water infiltration through the road surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

The contractor shall submit, to the Contract Manager, product performance specifications for the crack filling material proposed to be used. No application shall be performed until the material has been approved by the Contract Manager.

The Contractor shall implement the appropriate traffic control. Crack preparation, material application and curing shall be in accordance with the manufacturer's recommendations and to the satisfaction of the Contract Manager.

Payment for Crack Sealing shall be made per lineal foot of application, as measured in the field. Payment shall be at the contract unit price bid per lineal foot and shall include traffic control, surface preparation, application curing time and all labor and materials involved and no additional payment allowed therefore.

C.40) POTHOLE PATCHING

Pothole Patching provides for the application of an asphalt-based patching compound to fill potholes and provide a smooth running surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

The contractor shall submit, to the Contract Manager, product performance specifications for the pothole patching materials proposed to be used. No application shall be performed until the material has been approved by the Contract Manager.

The Contractor shall implement the appropriate traffic control. Pothole preparation, material application and curing shall be in accordance with the manufacturer's recommendations and to the satisfaction of the Contract Manager.

Payment for Pothole Patching shall be made per square foot of application, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include traffic control, surface preparation, application curing time and all labor and materials involved and no additional payment allowed therefore.

C.41) EARTHWORK (ROADWAY EXCAVATION)

Earthwork shall conform to Section 19, "Earthwork," of the Caltrans Standard Specifications. The work in this section shall include all labor, materials, tools, equipment and incidentals, as specified herein or otherwise necessary to complete the whole work in accordance to these Specifications. The estimated quantity for roadway excavation is for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Any unsuitable material encountered within two (2) feet below the subgrade shall be paid for as roadway excavation. The Contractor shall be paid for the calculated quantity if no additional excavation below the subgrade is required.

When any materials are to be disposed of outside the right-of-way, easements or the area shown on the plan for use of the Contractor, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any materials are deposited thereon. The agreement shall contain provisions to relieve the City of Rancho Cordova of any obligation to the property owner for any injury or damage to persons or property. The agreement shall also include a sketch showing the location where the material is to be deposited. A copy of the agreement shall be furnished to the Contract Manager a minimum of two (2) working days prior to placing the materials. Excess materials shall not be

deposited in any location, which will block or restrict a natural or artificial drain. No material shall be deposited within the dripline of any oak tree.

When any material is to be disposed of which would affect any waterway as set forth in Ordinance No. 1 of the Sacramento County Water Agency, the Contractor will be required to obtain a permit from that agency in addition to the property owner agreement as set forth above.

In addition to any permit required by Sacramento County Water Agency, material disposed of shall also conform to the Sacramento County Grading Ordinance (SCC 16-44). The Contractor or the owner of property on which material is to be disposed of shall obtain a grading permit, if required, prior to disposal of any excess excavated material. Copies of any required permits shall be furnished to the Contract Manager. No permits will be required if disposal sites are shown on the plans unless otherwise specified on the plans or in these Specifications.

If Earthwork is specified as included in other items of work listed in the Bid Proposal no additional compensation shall be allowed therefore.

Payment for Earthwork shall be made per cubic yard of material removed, as measured in the field. No separate payment will be made for acquisition of any required permits or disposal of surplus material.

SECTION 4
BASE BID SCHEDULE**4.1 COST CERTIFICATION FORM** *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

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

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

BASE BID GRAND TOTAL \$ 5,206,610⁰⁰
(List total Base Bid Grand Total from Bid Schedule – bottom line)

Company Name: CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

Primary Contact: BRUCE TAYLOR Title: BRUCE TAYLOR
VICE PRESIDENT VICE PRESIDENT

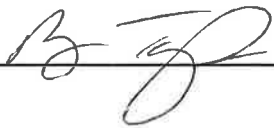
Business Address: 9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

City, State, Zip: _____

Telephone No.: (916) 381-8033 Fax No: (916) 381-3703

Email Address: btaylor@cpmamerica.com

Website Address: www.cpmamerica.com

Authorized Signature: 

4.2 BID SCHEDULE *(Required submittal form)*

Maintenance Type	3 Year Estimated Quantity	Unit Price	Total Amount
1. Residential Base Repair (3"AC/6"AB) (Less than 500 SF)	1,000 SF	\$ 5.96	\$ 5,960 ⁻
2. Residential Base Repair (3"AC/6"AB) (500 SF or Greater)	10,000 SF	\$ 4.11	\$ 41,100 ⁻
3. Collector Base Repair (4"AC/14"AB) (Less than 500 SF)	1,000 SF	\$ 11.25	\$ 11,250 ⁻
4. Collector Base Repair (4"AC/14"AB) (500 SF or Greater)	10,000 SF	\$ 7.33	\$ 73,300 ⁻
5. Arterial Base Repair (5.5"AC/20.5"AB) (Less than 500 SF)	1,000 SF	14.34	\$ 14,340 ⁻
6. Arterial Base Repair (5.5"AC/20.5"AB) (500 SF or Greater)	10,000 SF	\$ 9.76	\$ 97,600 ⁻
7. Grind and Replace AC Repair (2") (Less than 500 SF)	500 SF	\$ 4.85	\$ 2,425 ⁻
8. Grind and Replace AC Repair (2") (500 SF or Greater)	700,000 SF	\$ 1.54	\$ 1,078,000 ⁻
9. Grind and Replace AC Repair (3") (Less than 500 SF)	500 SF	\$ 5.28	\$ 2,640 ⁻
10. Grind and Replace AC Repair (3") (500 SF or Greater)	1,100,000 SF	\$ 2.23	\$ 2,453,000 ⁻
11. Grind and Replace AC Repair (4") (Less than 500 SF)	500 SF	\$ 5.75	\$ 2,875 ⁻
12. Grind and Replace AC Repair (4") (500 SF or Greater)	70,000 SF	\$ 2.83	\$ 198,100 ⁻
13. Grind and Replace AC Repair (6") (Less than 500 SF)	500 SF	\$ 7.36	\$ 3,680 ⁻
14. Grind and Replace AC Repair (6") (500 SF or Greater)	25,000 SF	\$ 4.02	\$ 100,500 ⁻
15. AC Overlay (2") (Less than 10,000 SF)	1,000 SF	\$ 2.88	\$ 2,880 ⁻
16. AC Overlay (2") (10,000 SF or Greater)	800,000 SF	\$ 1.17	\$ 936,000 ⁻
17. Leveling Course	600 TON	\$ 99.60	\$ 59,760 ⁻
18. Crack Seal	25,000 LF	\$.75	\$ 18,750 ⁻
19. Pothole Patching	10,000 SF	\$ 6.03	\$ 60,300 ⁻
20. Earthwork (Roadway Excavation)	5,000 CY	\$ 8.83	\$ 44,150 ⁻
	Grand Total		\$ 5,206,610 ⁻

The three year estimated quantities shown are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City of Rancho Cordova does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserve the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as directed by the City.

Labor and Equipment Rates

The following hourly rate and equipment rates shall apply to all work not covered under the unit prices included in the Bid Schedule. Hourly rates and equipment rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Labor	Extra Work	Emergency Response
Forman	\$ 86.98	\$ 113.59
Equipment Operator	\$ 84.26	\$ 109.51
Truck Driver	\$ 65.81	\$ 84.65
Laborer	\$ 58.36	\$ 76.70
Flagman	\$ 59.51	\$ 78.43
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Equipment		
Pick Up	\$ 18-	\$ 18-
Dump Truck	\$ 65-	\$ 65-
Sign Truck	\$ 25-	\$ 25-
Skid-Steer	\$ 50-	\$ 50-
Skip Loader	\$ 50-	\$ 50-
Small Roller	\$ 50-	\$ 50-
Large Roller	\$ 75-	\$ 75-
Paver	\$ 60-	\$ 60-
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____

SECTION 5
BIDDER EXPERIENCE AND OPERATIONS PLAN

5.1 BIDDER EXPERIENCE AND OPERATIONS PLAN OVERVIEW

Each Contractor submitting a bid shall clearly detail, on the forms provided in this Section 5, each of the following:

Firm Experience and Qualifications: Bidder shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.2**.

Employee/Personnel Experience and Qualifications: Bidder shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Maintenance Task Items should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.3**.

Operations Plan Details: Bidder shall detail an inventory of equipment, location of any equipment and materials storage facilities, and customer service processes and call center location (if applicable). The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.5**.

Street Maintenance Services
Request for BidsPage 13 of 47
City of Rancho Cordova**5.2 FIRM EXPERIENCE AND QUALIFICATIONS** (Required submittal form)Contractor's License Class A, C12 and License Number 374574

The bidder has been engaged in the contracting business, under the present business name for 34 years. Experience in work of a nature similar to that covered in the bid extends over a period of 34 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows: N/A

Please provide written explanation on a separate sheet(s).

The following contracts related to the proposed Street Maintenance Services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
2011-2012	Asphalt Concrete Slurry Seal	\$4,014,680	City of Rancho Cordova	John Samuelson City Rep 916-857-8710
2012-2013	Concrete Asphalt Striping	\$224,507	Icon General Contractors	Tony Gonzales Principal 916-852-4266
2012	Asphalt, Concrete Sealcoat	\$141,397	Reit Management & Research LLC	Mark Wilson Chief Engineer 916-855-5452
2012	Asphalt, Sealcoat Striping	\$113,165	Cameron Park Country Club	Jason Poutdexter Facilities Manager 530-300-1185
2012	Asphalt, Sealcoat & Striping	\$60,696	SRM Associates	Steve Meckfessel Manager 510-217-5481

5.3 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS (Required submittal form)

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Bruce Taylor	Vice President	10	10	Casp
Corey Kilroy	Project Manager	7	15	N/A
Steve Metz	Field Supervisor	3	10	N/A

Use additional sheets of paper as necessary for additional references or employees.

5.4 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

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

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

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
DELTA GRINDING 3413 Tuborn Dr. Antioch	5%	\$ 30,000-	Asphalt GRINDING
Traffic Management Inc. 5780 Auburn Blvd, Sacramento	2.5%	\$ 15,000-	TRAFFIC CONTROL

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

[illegible]

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this Contract:

Street address 9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

City, State, Zip Code

Will Customer Service representatives be available during normal business hours to answer calls? Y N (circle one)

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan should include who will be contacted, what number they will be contacted at, and where they will be responding from.

1st - Bruce Taylor ph. 916.997.5087 - Gold River/Panama Cordova - Will Dispatch
requires crews and equipment from CPM yards on Elder Creek near Bridshaw Rd.
2nd CONTACT Corey Kilroy ph 916 870 4175 - back up to Bruce

List the 24-hour emergency number if available (916) 870-1175

CPMID	Manufacturer	Type of Vehicle	Description	Year	License	RegExpire	InsCoverag	Combo59
015	Chevrolet	Admin	Pickup	2013	67745H1	31-Dec-13	Full	Asphalt
038	Chevrolet	Admin	Extracab 1/2 Ton	1999	8Z74588	31-Jan-13	Full	Sac Shop
055	Chevrolet	Admin	K1500 Ext Cab Pickup	2003	6Z62752	30-Sep-13	Full	Sac Shop
060	Toyota	Admin	Pickup	2005	7T42405	31-Aug-13	Full	Sac Office
061	Toyota	Admin	Pickup	2005	7W41540	30-Sep-13	Full	Sac Office
067	Lexus	Admin	Utility Truck	2007	5ZEL322	26-Mar-13	Full	Sac Office
070	GMC	Admin	Sierra 1500 Pickup	2007	8S53677	31-May-13	Full	Sac Office
071	Chevrolet	Admin	Pickup	2008	8N68711	31-Dec-13	Full	Sac Office
075	Nissan	Admin	Altima Hybrid	2008	6DZN203	28-Jun-13	Full	Sac Office
076	Nissan	Admin	Altima Hybrid	2008	6EPZ176	28-Jun-13	Full	Sac Office
077	Nissan	Admin	Altima Hybrid	2008	6EPZ177	28-Jun-13	Full	Sac Office
RG006	Cadillac	Admin	Escalade	2009	6KRK371	24-Dec-10	Full	0
048	Chevrolet	Admin-Sales	Extracab 1/2 Ton	2001	6J91672	30-Sep-13	Full	Sac Office
062	Toyota	Admin-Sales	Pickup	2006	7H67614	28-Feb-13	Full	Sac Office
063	Toyota	Admin-Sales	Pickup	2006	7H67609	28-Feb-13	Full	Sac Office
072	Chevrolet	Admin-Sales	Pickup	2008	8N68712	31-Dec-13	Full	Sac Office
079	GMC	Admin-Sales	Pickup	2009	916PVMT	30-Jun-13	Full	Sac Office
080	Chevrolet	Admin-Sales	Pickup	2009	8W66202	31-Aug-13	Full	Sac Office
275	Fruehauf	Admin-Sales	Van Trailer	1983	4CB7034	31-Dec-16	Full	0
059	GMC	Asphalt	Flatbed 1 Ton	2003	7F22701	30-Jun-13	Full	Asphalt
065	Chevrolet	Asphalt	Crewcab	2007	8F60037	31-Oct-13	Full	Asphalt
068	Chevrolet	Asphalt	Flatbed 1 Ton	2007	8K18293	30-Apr-13	Full	Asphalt
084	Chevrolet	Asphalt	Dump Truck	2007	8Y45377	31-Aug-13	Full	Asphalt
102	Kenworth	Asphalt	Dump Truck	1990	5M86358	31-Dec-06	Non-Op	Asphalt
120	Peterbilt	Asphalt	Dump Truck	1995	5C43395	31-Dec-06	Non-Op	Asphalt
146	Kenworth	Asphalt	Dump Truck	2013	57709J1	30-Nov-13	Full	Asphalt
147	Kenworth	Asphalt	Super Dump Truck	2013	57712J1	30-Nov-13	Full	Asphalt
148	Kenworth	Asphalt	Super Dump Truck	2013	57711J1	30-Nov-13	Full	Asphalt
172	KENWORTH	Asphalt	Dump Truck Transfer	1994	6L02910	31-Dec-12	Full	Asphalt
186	Kenworth	Asphalt	Truck Flatbed	1990	4G66037	31-Aug-01	Non-Op	Asphalt
220		Asphalt	Trailer Utility	1983	4AY2039	31-May-17	Full	Asphalt
231	Trail King	Asphalt	Trailer	1985	4AY2045	30-Apr-17	Full	Asphalt
237	Trail King	Asphalt	Trailer	1986	1UA3837-PT	31-Oct-12	Full	Asphalt
244	Trail King	Asphalt	Trailer	1989	4AY2036	31-Dec-16	Full	Asphalt
257	Trail King	Asphalt	Trailer	1999	4AY2059	30-Jun-17	Full	Asphalt
258	Scottsman	Asphalt	Mobile Office-Asphalt	1984			Full	Asphalt
260	Zieman	Asphalt	Trailer Tilt	1986	4AY2061	31-May-17	Full	Asphalt
262	Trail Boss	Asphalt	Trailer Flat	2000	1WP2330-PT	31-Oct-12	Full	Asphalt
263	Trail Boss	Asphalt	Trailer Flat	2001	4AY2003	30-Nov-17	Full	Asphalt
264	Trail Boss	Asphalt	Trailer Flat	2001	1WP2335-PT	31-Oct-12	Full	Asphalt
265	Trail Boss	Asphalt	Trailer Flat	2001	1WG9846-P1	31-Oct-12	Full	Asphalt
266	Trail Boss	Asphalt	Trailer Flat	2001	1WP2336-PT	31-Oct-12	Full	Asphalt
267	Trail Boss	Asphalt	Trailer Flat	2001	4AY2004	30-Nov-17	Full	Asphalt
513	Ingersoll Rand	Asphalt	DD32 Roller	1998			Full	Asphalt
514	Bomag	Asphalt	Paver 8-14-2	2006			Full	Asphalt
517	John Deere	Asphalt	Loader/scrapper	1999			Full	Asphalt
519	Ingersoll Rand	Asphalt	Vibratory Roller				Full	Asphalt

521	Caterpillar	Asphalt	Skid Loader				Full	Asphalt
522	Gilcrest	Asphalt	Paver				Full	Asphalt
525	Kubota	Asphalt	Squeegee Tractor	2000	n/a		Full	Asphalt
531	Caterpillar	Asphalt	Skid Loader	2001			None	Asphalt
544	Caterpillar	Asphalt	Asphalt Grinder				None	Asphalt
545	Caterpillar	Asphalt	Asphalt Grinder				None	Asphalt
559	Caterpillar	Asphalt	Skid Loader	2006			Full	Asphalt
560	Caterpillar	Asphalt	Skid Loader	2006			Full	Asphalt
568	Lion	Asphalt	LR100 Roller Drum	0			Full	Asphalt
577	John Deere	Asphalt	310C 4X4 Backhoe				Full	Asphalt
710		Asphalt	90lb. Jackhammer	0				
711		Asphalt	90lb. Jackhammer	0				
712		Asphalt	90lb. Jackhammer	0				
713		Asphalt	65lb. Jackhammer	0				
960	Caterpillar	Asphalt	H-55 Hammer w/moil poin	2006			Full	Asphalt
172-A	Wesco	Asphalt	Dump Transfer Trailer	1987	4AY2033	31-Dec-16	Full	Asphalt
187-A	Trail King	Asphalt	Trailer Lowboy	1984	4AY2034	31-Dec-16	Full	Asphalt
SE-02	Diamond	Asphalt	Bulk Trailer	2001	SE586793	31-Dec-15	Full	Asphalt
SE89	Kasi-Contractor Pro	Asphalt	Infared Heater	2003	SE554118	31-Dec-15	Full	Asphalt
SE-43	Bearcat	Chip Seal	Chip Spreader				Full	0
RG004	Chevrolet	RaynGuard	Pickup	2008	8N36830	30-Nov-08	Full	0
RG005	Chevrolet	RaynGuard	Utility Truck	2009	6KGV435	10-Sep-12	None	0
RG007	Chevrolet	RaynGuard	Silverado 350 Truck	2012	07211F1	30-Nov-12	Full	
RG100	Kenworth	RaynGuard	Tractor	1999	9D80960	30-Jun-10	Full	Trucking
RG103	Peterbilt	RaynGuard	Cab & Chassis	1990	9A45127	31-Dec-12	Full	0
RG104	Kenworth	RaynGuard	Tractor	2005			None	0
RG105	Peterbilt	RaynGuard	Cab & Chassis	2008	9D99410	31-Jan-11	Full	0
RG106	Peterbilt	RaynGuard	Cab & Chassis	2008	9D99411	31-Jan-11	Full	0
RG107	Kenworth	RaynGuard	Cab & Chassis	2012	9E75961	31-Jan-13	Full	0
RG108	Kenworth	RaynGuard	Tractor	2012	9E90924	30-Nov-13	None	
RG221	Fontaine	RaynGuard	Step Deck Trailer	1988	4BP1873	31-Mar-12	Full	
RG222	Heil	RaynGuard	Tank Trailer	1989	4GX8710	31-Dec-06	Full	0
RG223	Fruehauf	RaynGuard	Tank Trailer	1969	4AY2031	31-Dec-11	Full	0
RG225	Fruehauf	RaynGuard	Tank Trailer	1978	4AY2011	31-Dec-11	Full	0
RG226	Brown	RaynGuard	Trailer	1974	4BG6071	31-Mar-12	Full	0
RG228	Load Trail	RaynGuard	Flatbed	2008	4JX9050	30-Apr-14	Full	0
RG230	Sun County	RaynGuard	Car Carrier	2003	4JV3977	31-Oct-13	Full	0
RG231	Jacobsen	RaynGuard	Flatbed Trailer	2004	4FC3990	30-Oct-13	Full	0
RG232	Heil	RaynGuard	Dry Bulk Trailer	1996	4JV3932	30-Oct-13	Full	0
RG233	J&L	RaynGuard	Dry Bulk Trailer	1995	4JV3931	29-Oct-13	Full	0
RG233-A	J&L	RaynGuard	Dry Bulk Trailer	1995	4JV3930	29-Oct-13	Full	0
RG234	Fruehauf	RaynGuard	45' Drop Deck Trailer	1998	4JX9205	30-Apr-14	Full	0
RG237	CPM	RaynGuard	Tank Trailer	2009	4HX2953	31-Dec-14	Full	
RG238	CPM	RaynGuard	Tank Trailer	2009	4HX2954	31-Dec-14	Full	0
RG239	CPM	RaynGuard	Tank Trailer	2009	4HV8290	30-Apr-12	Full	0
RG240	CPM	RaynGuard	Tank Trailer	2009	4JV8289	30-Apr-14	Full	0
RG241	CPM	RaynGuard	Tank Trailer	2009	4JX5506	24-Apr-14	Full	0
RG242	SPCNS	RaynGuard	Tank Trailer	2009	4KM7170		Full	0
RG244	Trailmobile	RaynGuard	Flatbed	1979	4CY8631	31-Jan-17	Full	0

RG245	Kayln	RaynGuard	Trailer Flat	1985			Full	0
RG246	SPCNS	RaynGuard	Flatbed Trailer	2010	4KY5324	20-Dec-15	Full	0
RG247	Heil	RaynGuard	Tank Trailer	2004	4LH9082		None	0
RG248	CPM	RaynGuard	Tank Trailer	2011	4LH7603		None	0
RG249	CPM	RaynGuard	Tank Trailer	2011	4LH7602		Full	
RG251	Walto	RaynGuard	Flatbed Trailer	1991	4LT1880		None	0
RG252	ASVE	RaynGuard	Trailer	1990	4LM7243		Full	0
RG253	Jacobsen	RaynGuard	Flatbed Trailer	2004	4FC3986	31-Oct-16	None	0
RG254	Jacobsen	RaynGuard	Flatbed Trailer	2004	4FC3987	31-Oct-16	None	0
RG255	Jacobsen	RaynGuard	Flatbed Trailer	2004	4FC3988	31-Oct-16	None	0
RG256	Jacobsen	RaynGuard	Flatbed Trailer	2004	4FC3989	31-Oct-16	None	0
RG257	Carta	RaynGuard	Concrete Mixer	2007	4LM7279		None	0
RG258	Caria	RaynGuard	Carta Concrete Mixer	2004	4FE9873		Full	0
RG259	Heil	RaynGuard	Trailer	2012		31-Dec-13	Full	0
RG260	Heil	RaynGuard	Trailer	2012		31-Dec-13	None	
RG400	Caterpillar	RaynGuard	Forklift				Full	0
RG401	Hyster	RaynGuard	Forklift				Full	
RG402	Caterpillar	RaynGuard	Pneumatic Forklift				Full	0
RG409	Caterpillar	RaynGuard	Skid Loader	2001			None	0
RG410	Caterpillar	RaynGuard	Forklift				Equip. Cov.	0
RG411	Caterpillar	RaynGuard	Forklift				Equip. Cov.	0
553	Volvo	Roller	Roller	2012	N/A		Full	Red Crew(FC)
014	GMC	Sac Shop	Flatbed 1 Ton	1995	5C18498	30-Jun-13	Full	Sac Shop
035	Chevrolet	Sac Shop	Flatbed 1 Ton	1998	5V59645	30-Sep-13	Full	Sac Shop
044	Chevrolet	Sac Shop	Extracab 3/4 Ton	2000	6F38032	31-Mar-13	Full	Sac Shop
046	Chevrolet	Sac Shop	Extracab 1/2 Ton	2000	6F54343	31-Mar-12	Full	Sac Shop
074	Chevrolet	Sac Shop	Van Truck	2000	6E80012	28-Feb-13	Full	Sac Office
101	GMC	Sac Shop	Truck Flatbed	1994	5K68100	31-Dec-00	Non-Op	Sac Shop
176	GMC	Sac Shop	Truck Flatbed	1980	3N08994	31-Dec-98	Non-Op	Sac Shop
190	Tymco	Sac Shop	Sweeper	1987	3AJD188	18-Jun-08	Non-Op	Sac Shop
205	CPM	Sac Shop	Trailer Flatbed	1978	4AY2049	31-Jul-17	Non-Op	Sac Shop
221	Norcal	Sac Shop	Trailer TC	1983	4AY2038	31-Jul-17	Full	Sac Shop
229	Brite	Sac Shop	Trailer Utility	1984	4AY2043	31-Jul-17	Full	Sac Office
230	Brite	Sac Shop	Trailer	1984	4AY2013	31-Dec-16	Full	Sac Shop
256	Draggin	Sac Shop	Trailer Flatbed	1998	4AY2058	31-May-17	Full	Sac Shop
271	Load Trail	Sac Shop	Utility Trailer	2006	4HF6492	31-Aug-16	Full	Sac Shop
274	American	Sac Shop	Cargo Trailer	2003	4EP4613	31-Jul-13	Full	Sac Shop
534	Miller	Sac Shop	Welder 606	0				
539	Caterpillar	Sac Shop	Forklift				Equip. Cov.	Sac Shop
903	CPM	Sac Shop	Equipment	0				
905	Rockwell	Sac Shop	Electromagnetic drill	0				
906	Skil	Sac Shop	970 Grinder 9"	0				
912		Sac Shop	Master Space Heater	0				
913		Sac Shop	Acetyln Set Gauges & Cal	0				
915	Weaver	Sac Shop	Floor Jack 4 Ton	0				
916	Weaver	Sac Shop	Floor Jack 10 Ton	0				
922	Sun	Sac Shop	35 Ton Press	0				
925	Devillbliss	Sac Shop	Pressure Pot	0			Full	
926	Piranha	Sac Shop	IronWorker 40Ton	0			Full	

927	K50 Hydraulic Crimper	Sac Shop	K50 Hydraulic Crimper	0			Full	
930	Hotsy	Sac Shop	Steam Cleaner	0			Full	
945	Rigid	Sac Shop	300 Power Driver	0				
948	Skil	Sac Shop	9" Grinder	0				
956	CPM	Sac Shop	Joystick Display	0				
957	CPM	Sac Shop	Hydraulic Test Stand	0			Full	
958	Trucklift	Sac Shop	Truck Lift					Sac Shop
959	Western	Sac Shop	Truck Hoist/Lift				Full	Sac Shop
106-A	Trailmobile	Sac Shop	Trailer Tank	1966	UM7682	31-Dec-16	Non-Op	Sac Shop
154-A	Beal	Sac Shop	Tank Trailer	1963	YD5100	30-Nov-16	Non-Op	Sac Shop
185-A	Clough	Sac Shop	Tank Trailer	1966	WQ1633	31-Dec-16	Non-Op	Sac Shop
047	Chevrolet	Sealcoat	Flatbed	2000	6H95906	30-Sep-13	Full	Seal Coat
069	Chevrolet	Sealcoat	Flatbed 1 Ton	2007	8K18294	30-Apr-13	Full	Seal Coat
109	Kenworth	Sealcoat	Truck Bulk	1992	6A03039	31-Dec-13	Full	Seal Coat
114	Peterbilt	Sealcoat	BULK TRUCK	1981	6D74282	30-Nov-07	Non-Op	Seal Coat
133	Kenworth	Sealcoat	Tanker Truck	1998	20317C1	31-Dec-12	Full	Seal Coat
226	Zieman	Sealcoat	Trailer Flatbed	1984	4AY2041	31-May-17	Full	Seal Coat
228	Brite	Sealcoat	Trailer	1984	4AY2042	31-May-17	Full	Seal Coat
232	Brite	Sealcoat	Trailer Flatbed	1985	4AY2046	30-Jun-17	Full	Seal Coat
233	Brite	Sealcoat	Trailer Flatbed	1985	4AY2047	31-Jul-17	Full	Seal Coat
245	CPM	Sealcoat	Trailer	1989	4AY2037	31-Dec-16	Full	Seal Coat
259	Zieman	Sealcoat	Trailer Tilt	1985	4AY2060	31-May-17	Full	Seal Coat
261	Equipt Mfg	Sealcoat	Spray Emulsion Trailer	2000	4AY2062	30-Jun-17	Full	Seal Coat
268	CPM	Sealcoat	Seal Coat Trailer	2002	4BB2670	30-Apr-17	Full	Seal Coat
276	Load Trail	Sealcoat	Flatbed Trailer	2008	4JV6359	21-Aug-13	Full	Seal Coat
515	Neal	Sealcoat	DA350 Seal Coat Machine	0				Seal Coat
523	RES	Sealcoat	Pavement Saver II				Full	Seal Coat
550	RES	Sealcoat	Pavement Saver II	2004			Full	Seal Coat
551	RES	Sealcoat	Pavement Saver II	2011			Full	Seal Coat
562	CPM	Sealcoat	Pavement Saver II				Full	Seal Coat
039	Chevrolet	Slurry	Flatbed Crewcab 1 Ton	1999	5Y97420	30-Jun-12	Full	Red Crew(FC)
054	GMC	Slurry	Flatbed 1 Ton	2003	6U44494	31-Jul-13	Full	Red Crew(FC)
064	Chevrolet	Slurry	Crewcab	2007	8F60055	31-Oct-13	Full	Red Crew(FC)
078	Kenworth	Slurry	Flatbed	2008	8P95432	30-Apr-13	Full	Red Crew(FC)
081	Chevrolet	Slurry	Flatbed	2008	8Y00360	31-Dec-13	Full	Green Crew(CS)
082	Chevrolet	Slurry	Flatbed	2008	8Y00359	31-Dec-13	Full	Red Crew(FC)
083	Chevrolet	Slurry	Pickup	2011	98996C1	30-Jun-13	Full	Green Crew(CS)
117	Peterbilt	Slurry	Tanker Truck	1995	8L66074	31-Dec-13	Full	Red Crew(FC)
128	Kenworth	Slurry	Flatbed Sulfate Truck	1995	8R45356	31-Dec-12	Full	Green Crew(CS)
130	Peterbilt	Slurry	Tanker Truck	1995	4Z16644	31-Dec-12	Full	Green Crew(CS)
132	Peterbilt	Slurry	Cab & Chassis	2008	9D99409	31-Dec-13	Full	Green Crew(CS)
187	Kenworth	Slurry	TRACTOR	1994	9A80044	31-Dec-12	Full	
223	Ferre	Slurry	Trailer Flatbed	1981	4AY2040	31-May-17	Full	Green Crew(CS)
234	Trail King	Slurry	Trailer	1985	4AY2002	30-Nov-17	Full	Green Crew(CS)
235	Trail King	Slurry	Trailer	1986	4AY2048	30-Jun-17	Full	Red Crew(FC)
236	Trail King	Slurry	Trailer	1986	4AY2014	31-Dec-16	Full	
238	Trail King	Slurry	Trailer Tilt	1987	4AY2194	31-Dec-16	Full	

240	CPM	Slurry	Trailer Utility	1988	4AY2050	31-Jul-17	Full	Red Crew(FC)
250	MorTec	Slurry	Trailer Flatbed	1982	4AY2053	31-Jul-17	Full	
510	Caterpillar	Slurry	920 Wheel Loader	1972				
520	Volvo	Slurry	Pneumatic Tire Roller	2010			Full	Red Crew(FC)
542	Caterpillar	Slurry	926 Wheel Loader	1985			Full	0
557	Caterpillar - 73U-03	Slurry	930 Wheel Loader	1975				Green Crew(CS)
130-A	weld	Slurry	Tank Trailer	1950	4AT8097	31-Dec-16	Full	0
140-A	Clough	Slurry	Tank Trailer	1975	4AY2009	31-Dec-16	Non-Op	Red Crew(FC)
161-A	Clough	Slurry	Tank Trailer	1977	4AY2032	31-Dec-16	Full	Green Crew(CS)
197-A	JTL	Slurry	Tank Trailer	1975	4AY2035	31-Dec-16	Full	
SE-01	Eclipse	Slurry	Arrowboard	2000	SE502317	31-Dec-15	Full	0
SE-30	Kenworth	Slurry	Slurry Truck	2009	SE586757	31-Dec-15	Full	0
SE-31	Kenworth	Slurry	Slurry Truck	2009	SE586758	31-Dec-15	Full	
SE-32	Kenworth	Slurry	Slurry Truck	2010	SE586786	31-Dec-15	Full	Green Crew(CS)
SE-33	Kenworth	Slurry	Slurry Truck	2010	SE586788	31-Dec-15	Full	Green Crew(CS)
SE-34	Kenworth	Slurry	Slurry Truck	2011	SE586790	31-Dec-15	Full	Blue Crew(TG)
SE-35	Kenworth	Slurry	Slurry Truck	2011	SE586795	31-Dec-15	Full	Red Crew(FC)
SE-36	Kenworth	Slurry	Slurry Truck	2011	SE586823	31-Dec-15	Full	Green Crew(CS)
SE-44	Crafco	Slurry	Crack Filling Machine	2005	SE586844	31-Dec-15	Full	0
SE-61	White GMC	Slurry	Slurry Truck	1990	SE423089	31-Dec-15	Non-Op	Sac Shop
SE-86	Kenworth	Slurry	Tractor	1998	SE554098	31-Dec-10	Non-Op	Red Crew(FC)
126	Freightliner	Striping	Van Truck	2001	8U70231	31-Aug-13	Full	Striping Crew
113	Kenworth	Sulphate	Flatbed Sulfate Truck	1985	6D74105	31-Dec-09	Non-Op	Red Crew(FC)
211	Trail-R-Man	Sulphate	Trailer Tilt	1981	4AY2044	30-Apr-17	Full	
052	Chevrolet	Supervisor	Pickup 3/4 Ton	2002	6V67799	28-Feb-13	Full	Red Crew(FC)
034	Chevrolet	Traffic Control	Flatbed Crewcab 1 Ton	1998	5Y97530	30-Jun-13	Full	Green Crew(CS)
053	GMC	Traffic Control	1 Ton	2003	6X06416	30-Jun-13	Full	Green Crew(CS)
252	CPM	Traffic Control	Trailer	1995	4AY2054	31-May-17	Full	Red Crew(FC)
253	CPM	Traffic Control	Trailer	1995	4AY2055	30-Jun-17	Full	Green Crew(CS)
254	CPM	Traffic Control	Trailer	1998	4AY2056	30-Apr-17	Full	
255	CPM	Traffic Control	Trailer	1998	4AY2057	30-Apr-17	Full	
SE-03	Allmand	Traffic Control	Arrowboard		SE505840	31-Dec-15	Full	
SE-04	Allmand	Traffic Control	Arrowboard		SE502358	31-Dec-15	Full	
SE-05	Allmand	Traffic Control	Arrowboard		SE502359	31-Dec-15	Full	
SE-06	Allmand	Traffic Control	Arrowboard		SE502363	31-Dec-15	Full	
100	Kenworth	Trench	Dump Truck	1990	6F85325	31-Dec-06	Non-Op	Trench Crew 2
103	Kenworth	Trench	Dump Truck Transfer	1990	8X95915	31-Dec-12	Full	Asphalt
105	Kenworth	Trench	Dump Truck	1990	5T54950	31-Dec-02	Non-Op	Trench Crew 2
SE-07	Essik	Trench	Bitch Pot		SE502360	31-Dec-15	Full	
SE-08	Diamond	Trench	Bitch Pot	1999	SE502357	31-Dec-15	Full	
103-A	Reliance	Trucking	Dump Transfer Trailer	2003	4EJ2520	31-Dec-13	Full	Trucking
121	Peterbilt		Dump Truck	1995	4Z41554	31-Dec-02	Non-Op	Trench Crew 1
239	Built-Rite		Trailer	1987	4AY2016	31-Dec-16	Full	
242	Fruehauf		Trailer Utility	1980	4AY2051	31-Aug-17	Full	
246			Double Wide Mobile Trail	1989	LIMBO	31-Aug-05	Full	
247	Pace American		Trailer	1992	4AY2052	31-Jul-17	Full	
272	Load Trail		Utility Trailer	2006	4HF6493	31-Aug-16	Full	0
277	Fruehauf		40' Flatbed Trailer	1995	4AN1758	31-Dec-16	Full	0
502	Striper		Lazer 2 gun striper FM3500				Full	

503	Coaster	Asphalt Sealer TC08-12	1980		
504	7x3 axle scales	Axle Scales	0	Full	
507	Scales	Alum Port Scales	0	Full	
508	Clark	Forklift 20,000#		Full	
518	Simpson	Equipment	0		
526	Caterpillar	loader	2003	Full	0
529	Wirtgen Grinder	Wirtgen Grinder	1997	Full	
532	Wirtgen Grinder	Wirtgen Grinder	2000	Full	
535		Flashing Arrow Board	0		
536	Mikasa	120N Mikasa Tamper	0		
537	CPM	Shop Built Pump	0		
538	CPM	Flashing Arrow Board	0		
540	Wabco	250CFM Compressor	0		
541	CPM	Portable Pump	0		
543	CPM	Sand Spreader	0		
546	Dynapac	CP-15 Roller Rubber Tire	1985		
548	Crafco	Join & Crack Cleaner	0		
549	Crafco	Power Brush Blower	0		
555	Swenson	Swenson Sander	0		
566	Compactor	Plate Compactor	0	Full	
567	Compactor	AP2000S Compactor	0	Full	
570	ACHA	3001 ACHA Flashing Arro	0	Full	
571	Hyster	C530A 9 Wheel Rubber T	0		
573	Waldon	Sweeper	0		
574	Waldon	Sweeper	0		
575	Waldon	Sweeper	0		
579	Wacker	2000H MBW Wacker Plat	0		
580	CPM	Slurry Box Rut	0		
583	Seal Master	Squeegee Machine M#76	0		
584	Sweep Master	Sweeper	0	Full	
585	Sweep Master	Sweeper	0	Full	
588	CPM	Slurry Box Standard	0		
589	CPM	Slurry Box Auger	0	Full	
590	CPM	Slurry Box Auger	0	Full	
591	CPM	Slurry Box Auger	0	Full	
592	CPM	Slurry Box Standard	0	Full	
596	Airless	Spray & Stripe Machine	1992	Full	
597	Linelazer	Linelazer Stripe Machine	1997	None	0
598	Cold Planer	Cold Planer	1992	Full	
599	Linelazer	Linelazer Stripe Machine	2000	None	0
643	Kenworth	Tractor	1998	Non-Op	0
700		Portable Welder	0		
707		Wacker Asphalt Tamper	0		
715		Orchard Sprayer	0		
723		Roller Drum	0		
727		Port. Concrete Auger	0	Full	
730	Linelazer	Linelazer II 3900 Striping Machine		Full	0

731	Linelazer	Linelazer II 3900 Striping Machine				Full	0
904	CPM	Misc. Tools	0				
909	Linde	Welder	0				
910	Lincoln	Welder	0				
911	Rockwell	Air Gun 1" Drive	0				
924		Port. Welder Generator	0				
928	Cisco	Portable Air Compressor	0				
929	Whitco	Hot Water Pressure Clear	0			Full	
941		Termal Arc Welder Pak 50	0			Full	
942	Linde	Welder	0			Full	
943	Miller	Blue Star Port. Welder	0			Full	
946	Lincoln	Welder	0				
949	Roughneck	Welder	0				
950	Roughneck	Welder	0			Full	
951	Linde	Welder	0				
954	Stos	Saw Cutter	0				
955		IK-54D Portable Welder	0			Full	
124-D	Eight Point	Dolly	1988	1UK9457	31-Oct-12	Non-Op	0
RG002	Toyota	Pickup	1999	6E29852	31-Dec-09	Full	0
RG200	Fruehauf	Flatbed	2003	4DE8280	28-Feb-13	Full	0
RG201	Gratd	Flatbed	1979	1WL1073	31-Dec-06	Full	0
RG202	SPCNS	Tank Trailer	2003	4DE8244	28-Feb-13	Full	0
RG204	Wilson	Tank Trailer	2003	4CP1527	31-Dec-06	Full	0
RG205	SPCNS	Tank Trailer	2003	4DE8278	28-Feb-13	Full	0
RG206	SPCNS	Tank Trailer	2003	4DE8279	28-Feb-13	Full	0
RG210	Brown	Flatbed	1974	VZ4421	30-Jun-12	Full	0
RG211	Great Dane	Drop Deck Trailer	1978	4DE8841	30-Jun-13	Full	0
RG212	Transcraft	Drop Deck Trailer	1978	4DE9058	31-Jul-13	Full	0
RG213	Transcraft	Drop Deck Trailer	1978	4DE9059	31-Dec-06	Full	0
RG214	Transcraft	Drop Deck Trailer	1985	1UT6479	30-Nov-12	Full	0
RG218	Great Dane	Step Deck Trailer	1989	4FF7134	31-Dec-06	Full	0
RG219	Great Dane	Step Deck Trailer	1986	4FJ1360	31-Dec-06	Full	
RG220	SPCNS	Tank Trailer	2005	4GE8919	31-Dec-06	None	0
RG224	Laziliner	Laziliner hydraulic rider	2004	N/A		Full	
RG300	CRSMISC	Cart Away Concrete Plant				None	0
RG405	Honda	Grinder				None	0
RG407		6000 gal w/RES Hyd. made pump				None	
RG408						None	0
SE-09		Emulsion Sprayer	1981	SE308464	31-Dec-15	Full	
SE-15	Gorman Rupp	Pump	1959	SE308460	31-Dec-15	Full	
SE-17	Diamond	Emulsion Sprayer	1980	SE400023	31-Dec-15	Full	
SE-20		Flashing Arrow Board	1960	SE308466	31-Dec-15	Full	
SE-23		Flashing Arrow Board	1972	SE308444	31-Dec-15	Full	
SE-25		Flashing Arrow Board	0	SE308468	31-Dec-15	Full	
SE-40	Ford	Water Truck	1980	SE351242	31-Dec-15	Non-Op	
SE-41	Ford	Water Truck	1981	SE382671	31-Dec-15	Full	
SE-42		Flashing Arrow Board	0	SE355346	31-Dec-15	Full	

SE-50		855PM Stone Mortar Mixe	1988	E357753	31-Dec-15	Full	
SE-70	Achas	Flashing Arrow Board	1990	SE380667	31-Dec-15	Full	
SE-71	Achas	Flashing Arrow Board	0	SE380528	31-Dec-15	Full	
SE-72	Achas	Flashing Arrow Board		SE402858	31-Dec-15	Full	Sac Shop
SE-73	Achas	Flashing Arrow Board	0	SE402859	31-Dec-15	Full	Sac Shop
SE-76	Eclipse	Flashing Arrow Board	1994	SE486357	31-Dec-15	Full	Sac Shop
SE-77	Eclipse	Flashing Arrow Board	1994	SE486358	31-Dec-15	Full	Sac Shop
SE-78	Eclipse	Flashing Arrow Board	1995	SE486359	31-Dec-15	Full	
SE-79	Eclipse	Flashing Arrow Board	1995	SE486360	31-Dec-15	Full	Sac Shop
SE-90	Bearcat	Chip Spreader	1998			Full	0

SECTION 6
EXCEPTIONS, GUARANTEES AND CERTIFICATIONS

6.1 EXCEPTIONS TO AGREEMENT *(Required submittal forms)*

Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the bidder's firm to the Agreement in the manner set forth below.

Date: 4/2/2013

Name: BRUCE TAYLOR
VICE PRESIDENT

Title: _____

Signature: B. Taylor

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all bids be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Base Bid Grand Total as indicated in **Section 4, Base Bid Schedule**.

Performance and Payment Bonds will not be required for submittal of bids or for the execution of a contract with the selected Contractor.

6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

BRUCE TAYLOR (name) being first duly sworn, deposes and says that he or she is VICE PRESIDENT (title) of California Pavement Maint. Co. (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

Company Name (Printed)

4/2/2013

Date


Authorized SignatureBruce Taylor
Name (Printed)Vice President
Title

Subscribed and sworn to before me

this ____ day of _____, 2013.

Signature of Notary Public

State of California)
County of Sacramento)

CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 2nd day
of April, 20 13, by Bruce Taylor

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Signature Matthew R. Swift



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

[Empty box for description of attached document]

containing _____ pages, and dated _____.

Additional Information**Method of Affiant Identification**

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

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

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: _____

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

Gordon L. Rayner, CEO, Legal Company or Corporation Name

Richard Rayner, President

Tina B. Feeney, Corporate Secretary

Bruce Taylor, Vice-President

Corporation

Business Type (Corporation, Partnership, etc.)

Print Name_____
Print Name_____
Signature_____
Signature_____
Title_____
Title_____
Print Name_____
Print Name_____
Signature_____
Signature_____
Title_____
Title_____
Print Name_____
Print Name_____
Signature_____
Signature_____
Title_____
Title

Linda Budge
MayorDan Skoglund
Vice MayorRobert J. McGarvey
Council MemberDavid M. Sander
Council MemberDonald Terry
Council Member

March 29, 2013

STREET MAINTENANCE SERVICES**ADDENDUM NO. 1**TO ALL PROSPECTIVE BIDDERS:

Please incorporate the following revisions as part of the contract documents for subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

<u>ADDENDUM ITEM</u>	<u>PAGE OR DRAWING</u>	<u>LOCATION AND DESCRIPTION OF CHANGE</u>
1.1	Page 17	<u>Guarantee Requirements</u> – Refer to second paragraph Change the second paragraph to: Performance and Payment Bonds will be required as outlined in Appendix A, Section 8 of this Request for Bids. At the end of each contract year, the contractor may request to have their bond reduced by the amount of work completed during that contract year.
1.2	Page 39	<u>C.34 ASPHALT CONCRETE (AC), TYPE A</u> – Refer to second paragraph. Change the first line to read: All asphalt shall be performance grade PG 70-10 and shall conform to the requirements of Section 92 (Asphalts) of the Caltrans Standard Specifications.
1.3	Page 47	The following shall be added to the end of Appendix C: C.42 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS Attention is directed to Section 23-12 "Compensation Adjustments for Price Index Fluctuations" of the Sacramento County Standard Construction Specifications.



In May of each year of the contract, the Contract Manager can increase or decrease payments to contractors for various contract items that contain paving asphalt when paving asphalt price fluctuation exceeds 10%. Annual adjustments shall be made only in units of one cent (\$0.01)

END OF ADDENDUM

A handwritten signature in blue ink, appearing to read 'John Samuelson', written over a horizontal line.

John Samuelson
Streets Operations & Maintenance Manager

EXHIBIT A
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

BID BOND

Bond No. BBSU

KNOW ALL MEN BY THESE PRESENTS,

That we as principal, **CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC., 9390 ELDER CREEK ROAD, SACRAMENTO, CALIFORNIA 95829**, hereinafter called the Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto:

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

as Obligee, hereinafter called the Obligee, in the sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** Dollars (\$10%-), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

STREET MAINTENANCE SERVICES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1ST** Day of **APRIL 2013**.

(Witness)

CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.

(Principal) (Seal)


BRUCE TAYLOR
VICE PRESIDENT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Witness)

By


Randall L. Jorgensen, Attorney-In-Fact
3636 American River Drive, Suite 200, Sacramento, California 95864

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTOOn APRIL 1, 2013 before me, M. McLaughlin - Notary Public
(Here insert name and title of the officer)personally appeared Randall L. Jorgensen

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

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

WITNESS my hand and official seal.

M. McLaughlin
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Title or description

(Title or description of attached document)

Title or description continued

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225956

Certificate No. 005312450

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol Dunn, Paul F. Bystrowski, Randall L. Jorgensen, Joseph H. Weber, Mary E. A. McLaughlin, John E. Murphy, Sandi Pullen, and John J. Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of December, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of December, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of APRIL, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

MEMORANDUM

DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: 2012 GENERAL PLAN ANNUAL REPORT



RECOMMENDATION

Receive the 2012 General Plan Annual Report as required by State law.

RESULT OF RECOMMENDED ACTION

By receiving this report, the City Council is satisfying its statutory obligation under State law. No further action is required on the part of the City Council. The purpose of the report is to provide an annual accounting of implementation of the General Plan.

BACKGROUND

State law requires that the City complete an annual review of the General Plan by April 1 of each year, covering the previous calendar year. The purpose of the review is to:

- Identify compliance with the State General Plan Guidelines;
- Identify status of the General Plan and the process towards its implementation;
- Describe the City's progress in meeting its Regional Housing Needs Allocation; and
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing.

Further, State law requires that the City submit the report to the Office of Planning and Research (OPR) and the department of Housing and Community Development (HCD). Completion of the report may make the City eligible for various State grants and other programs.

The 2012 annual report covers the calendar year (Planning Year) 2012 (January 1 to December 31). As in previous reports, staff has included a summary outlining the major accomplishments of the City in 2012 related to General Plan implementation. The Report also includes information on the status of residential construction compared to the City's obligation under the current Regional Housing Needs Plan/Regional Housing Needs Assessment. The tables used to collect and report this data are required by HCD.

The annual report can be used as a guide for development of the 2013-2014 fiscal budget for the City, helping departments plan their budgets with General Plan implementation in mind.

ANALYSIS

As indicated in previous reports, staff identified a concern that the actions of the General Plan may not be accurately programmed. In an effort to keep the General Plan current and ensure it remains a useful document that sets the policy direction for the City, staff had previously recommended that a more detailed analysis of the General Plan actions be undertaken. This analysis would re-program, as appropriate, some of the General Plan action items to (1) departments that are more appropriate for leading the work effort and (2) realign the timing of the actions in keeping with Council-identified priorities. This effort could also serve as an opportunity to drop actions that are no longer necessary/appropriate for Rancho Cordova and create new ones that are. Completion of this task would result in a General Plan amendment. This effort was not programmed into previous year's work plans for budget reasons. Following completion of the 2012 review, staff is again recommending that this effort be undertaken.

ATTACHMENT

2012 General Plan Annual Report.



GENERAL PLAN

R A N C H O C O R D O V A G E N E R A L P L A N



2012 GENERAL PLAN ANNUAL REPORT
COMPLETED APRIL 2013

BUILDING OUR CITY
GUIDING OUR FUTURE

2012 GENERAL PLAN ANNUAL REPORT

CITY OF RANCHO CORDOVA 2012 GENERAL PLAN ANNUAL REPORT

PREPARED BY THE PLANNING DEPARTMENT
COMPLETED APRIL 2013

CITY COUNCIL

Linda Budge, Mayor
Dan Skoglund, Vice-Mayor
David Sander, Council Member
Robert McGarvey, Council Member
Donald Terry, Council Member

CITY STAFF

Ted Gaebler, City Manager
Joe Chinn, Assistant City Manager
Adam Lindgren, City Attorney
Rosanne Richeal, Chief of Police
Paul Junker, Planning Director
Cyrus Abhar, Public Works Director
Curt Haven, Economic Development Director
Donna Silva, Finance Director
Troy Holt, Public Information and Legislative Affairs Manager
Mindy Cuppy, City Clerk
Kerry Simpson, Neighborhood Services Supervisor
Reed Flory, Housing Services Administrator

2012 GENERAL PLAN ANNUAL REPORT

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2012 GENERAL PLAN ANNUAL REPORT

TABLE OF CONTENTS

Introduction	1
Purpose of the Annual Report	1
Recommendations.....	1
Administration and Status of the General Plan	2
Departmental Responsibilities	2
Amendments to the General Plan	3
General Plan Elements and Implementation Progress	4
Element Summary.....	4
Status of Implementation Actions of the General Plan.....	8
Regional Housing Needs and Removal of Governmental Constraints to Housing	15
2006-2013 Regional Housing Needs Plan.....	15
Removal of Governmental Constraints to Housing	21

2012 GENERAL PLAN ANNUAL REPORT

INTRODUCTION

PURPOSE OF THE ANNUAL REPORT

California law requires each city to adopt a comprehensive, long-term General Plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The General Plan serves as a blueprint for future growth and development; the blueprint to “Build a City.” As such, the plan contains policies and programs designed to provide decision makers with a solid foundation for land use and development decisions.

State law further requires the City to complete an Annual Report by April of each calendar year and submit the report to the Office of Planning and Research and the Department of Housing and Community Development. This report must:

- Identify compliance with the State General Plan Guidelines;
- Identify status of the General Plan and the process towards its implementation;
- Describe the City’s progress in meeting its Regional Housings Needs Allocation; and
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing.

State law requires that the General Plan Annual Report be complete and submitted to the State by April of each year. The report covers the previous calendar year for which it is being completed. This Annual Report looks at the City’s progress towards implementing its General Plan during the 2012 planning period.

RECOMMENDATIONS

It is recommended that the City update the Implementation Matrix in the General Plan by adjusting timing, responsible parties, and establishing new action items, as appropriate, during the 2013 Planning Year. This action will require amendment of the General Plan and will help ensure that the goals and policies of the Plan are being achieved by keeping the Plan current. Funding for this task should be included in the 2013-2014 fiscal year budget for all departments.

Tracking the implementation of the General Plan is paramount in achieving the vision of the City that the General Plan establishes, and providing this information in a transparent report holds the City accountable to the public for the promises and goals it has set.

2012 GENERAL PLAN ANNUAL REPORT

ADMINISTRATION AND STATUS OF THE GENERAL PLAN

Upon incorporation in July 2003, the City adopted the Sacramento County General Plan. Soon thereafter, the City embarked on an intensive process of crafting the first General Plan for the City. The resulting plan was adopted on June 26, 2006. More than 50 workshops, stakeholder meetings, study sessions, and public hearings were held to understand the vision and desires for Rancho Cordova and to develop the blueprint to build the future City.

The General Plan for Rancho Cordova includes not only the seven mandated elements of a General Plan as required by State law (land use, circulation, housing, noise, safety, conservation, and open space) but additional topics of special and unique concern to the community, including urban design, economic development, air quality, historic and cultural resources, and infrastructure, services, and finance. As the basis for local government decision-making, the plan includes goals and policies by which projects are analyzed against and actions to be taken by the City necessary to achieving the overall vision for the community.

DEPARTMENTAL RESPONSIBILITIES

Implementation of the General Plan is the responsibility of the numerous departments and teams in the City. Each action item identified in the General Plan has been tasked to one or more City departments. The General Plan includes an Implementation Matrix that lists each of the action items in the plan and identifies the responsible agency, timing, and funding source for each action. City departments responsible for implementation of the General Plan include the:

- City Manager's Office;
- Planning Department;
- Building Department;
- Public Works Department;
- Finance Department;
- Economic Development Department;
- Redevelopment Agency;
- Housing and Neighborhood Services Department;
- City Public Information Officer; and
- Police Department.

There are several other governmental agencies that provide services within the City's corporate boundary. While these agencies are not part of the City's operational structure and

2012 GENERAL PLAN ANNUAL REPORT

not directly responsible for implementation of the General Plan, the City does coordinate its activities with these other agencies and relies upon their assistance for full implementation of the General Plan. These additional agencies include, but are not limited to, the:

- Sacramento Metropolitan Fire District;
- Cordova Recreation and Parks District;
- Folsom-Cordova Unified School District; and
- Elk Grove Unified School District.

AMENDMENTS TO THE GENERAL PLAN

State law allows the City to amend its General Plan no more than four times per year. Amendments may be proposed and acted upon at any time during the year and one action may include multiple amendments. Any changes to the General Plan require public hearings by the City Council and evaluation of the environmental impacts as required by the California Environmental Quality Act.

As of January 2013, there are no pending amendments to the General Plan. The Housing Element was updated at the end of 2009. It is currently undergoing the legally mandated update to reflect the 2013-2021 Regional Housing Needs Allocation.

2012 GENERAL PLAN ANNUAL REPORT

GENERAL PLAN ELEMENTS AND
IMPLEMENTATION PROGRESS

ELEMENT SUMMARY

The General Plan for Rancho Cordova includes twelve elements that cover a variety of topics as provided for in State law. Table 1 lists these elements and shows how they relate to the State requirements (State General Plan Guidelines). The contents of these elements are summarized below. The contents of the General Plan are consistent with the latest edition of the State General Plan Guidelines (2003) for content and scope.

2012 GENERAL PLAN ANNUAL REPORT

TABLE 1
ELEMENTS OF THE GENERAL PLAN AND RELATIONSHIP TO STATE LAW

		Topics Required by State Law							Optional Topic
		Land Use	Circulation	Housing	Conservation	Open Space	Noise	Safety	
Elements of the Rancho Cordova General Plan	Land Use	X			O	O			
	Urban Design	O							X
	Economic Development	O							X
	Housing			X					
	Circulation		X						
	Open Space, Parks, and Trails		O			X			
	Infrastructure, Services, and Finance		O						X
	Natural Resources	O			X				
	Cultural and Historic Resources	O							X
	Safety	O						X	
	Air Quality	O	O						X
	Noise	O	O				X		

Notes:

X - Indicates that this element directly addresses the State required topic

O - Indicates that information in this element is related to the State required topic

2012 GENERAL PLAN ANNUAL REPORT

Land Use Element

The Land Use Element provides the central framework for the General Plan and serves as a compass to guide planners, the general public, and decision makers on the desired pattern of development in Rancho Cordova. It describes both existing and future land use activity, the latter of which was designed to achieve the City's long-range goals for physical development. This Element also identifies the distribution, location, and intensity of all land uses types throughout the City. Text, maps, and diagrams establish the blueprint for future land uses within the City and describe how these uses are integrated with the other General Plan elements and policies.

Urban Design Element

The Urban Design Element provides policies and design concepts relating to the form and character of new private development and public improvements, along with focused plans for areas of the City in need of special design attention. The Element also includes policies and implementation programs aimed at creating Rancho Cordova as a unique place with a strong, memorable character.

Economic Development Element

The Economic Development Element attempts to identify the City's strengths and weaknesses as it seeks to provide a full range of employment, housing, retail/service, and entertainment option to residents. The Element establishes goals, policies, and actions to improve the City's prosperity, maintain regional competitiveness, ensure accessibility to assets, market the City, and, perhaps most importantly, set fair and equitable rules for development. This Element is also intended to create wealth for the citizens of Rancho Cordova by providing opportunities to increase property values, fully utilize their properties, offer continuing education opportunities, and support entrepreneurship.

Housing Element

The purpose of the Housing Element is to identify housing solutions that solve local housing problems and to meet or exceed the regional housing needs allocation. The City recognizes that housing is a need that is met through many resources and interest groups. This Element establishes the local goals, policies, and actions (programs) the City will implement and/or facilitate to solve our identified housing issues.

2012 GENERAL PLAN ANNUAL REPORT

Circulation Element

The Circulation Element describes existing and future transportation conditions and systems. The Element establishes goals, policies, and actions that will guide the City's circulation system, including the roadway network, transit facilities and services, and bicycle and pedestrian facilities. The text, maps, and diagrams are a basis for the development of the City's transportation network.

Open Space, Parks, and Trails Element

The Open Space, Parks, and Trails Element identifies the need to maintain existing open space and natural recreational areas, as well as to create additional areas for the enjoyment of residents and the protection of the environment. The goals, policies, and actions provided are intended to achieve the City's vision of open spaces that are accessible to all members of the community. This Element establishes a policy framework and action program for the improvement, expansion, and maintenance of the City's open space.

Infrastructure, Services, and Finance Element

This Element seeks to identify the ideal level and type of infrastructure and service provision necessary to achieving the goal of becoming a first-rate city. It also explores possible mechanisms to finance infrastructure and service improvements. The goals, policies, and actions contained in the Element set forth methods for ensuring that Rancho Cordova provide the highest service levels possible.

Natural Resources Element

The Natural Resources Element identifies the ways in which Rancho Cordova will protect, maintain, and enhance its natural resources for the betterment of current residents and future generations. It also attempts to balance the present needs of resource users with the need for resource conservation for the common good. The goals, policies, and actions in this Element will foster the preservation of Rancho Cordova's many valuable natural resources, including wildlife, habitat, water resources, soils, and mineral resources.

Cultural and Historic Resources Element

The Cultural and Historic Resources Element seeks to identify and protect locally important sites, buildings, and memorabilia that reflect the history of the community. It also seeks to honor the people of Rancho Cordova by promoting the inclusion of cultural arts into the fabric of the community as a component that contributes to the overall quality of life for residents, workers, and visitors. The Element provides goals, policies, and actions designed

2012 GENERAL PLAN ANNUAL REPORT

recognize and preserve the history of the area and celebrate the diversity of the City's population.

Safety Element

The Safety Element seeks to recognize and remedy both present and anticipated concerns about the on-going well being of City residents, employees, and visitors. The goals, policies, and actions identify viable solutions to minimize the potential risk of death, injuries, property damage, and economic hardship and social displacement resulting from fires, floods, earthquakes, landslides, and other hazards. Additionally, this Element addresses safety and hazards related to airport land use, groundwater contamination, traffic and pedestrian accidents at interfaces with rail lines, the potential release of hazardous materials into the community, and general issues related to police and fire protection services.

Air Quality Element

The Air Quality Element establishes a framework for how the City will improve air quality in the Planning Area and work with other communities in the region and the Sacramento Metropolitan Air Quality Management District (SMAQMD) to improve air quality in the Sacramento Valley Air Basin. This Element also underscores the effects that land use patterns and the resulting transportation behavior have on air quality. The goals, policies, and actions outlined in this Element focus on improving air quality through embracing regional coordination, "smart growth" land use concepts, transportation demand management, energy conservation, cleaner industries and vehicles, and public education.

Noise Element

The goal of the Noise Element is to identify the major sources of noise within the City and discuss the City's role in ensuring comfortable and safe noise levels throughout the community. The goals, policies, and actions provided will, when implemented, improve the noise environment in the Planning Area.

STATUS OF IMPLEMENTATION ACTIONS OF THE GENERAL PLAN

Major Milestones and Projects

The City undertook and/or completed several major milestones and projects during the 2012 planning year, including:

- **Programs and Activities:**

2012 GENERAL PLAN ANNUAL REPORT

- Continued to implement the panhandling ordinance by launching the “Have a Heart, Donate Smart” campaign to encourage residents and shoppers to support local agencies that serve those in need, rather than giving to panhandlers. Businesses agreed to participate in the program and trespass aggressive panhandlers off of their properties. In FY 2011-12, the Transient Enforcement Detail (TED) made 82 contacts and issued 32 citations for panhandling activity. During the first three months of FY 2012-13, eight contacts were made and 13 panhandling citations were issued.
- Collaborated with Rancho Cordova Police and Sacramento County Probation Department in the Focus on 50 project as part of the Growing Strong Neighborhoods program. This collaboration resolved 432 code enforcement cases and 33 animal service cases. Twelve multifamily complexes were forced into receivership and are currently being rehabilitated. Three single family residences were sold and rehabbed. Child Protective Services joined Growing Strong Neighborhoods for FY 2012-13. POP and Probation Officers conducted seven Focus on 50 sweeps. Code Enforcement, RCPD, Sacramento County Probation and Building & Safety staff abated over 20 marijuana grows.
- Over 1,700 units were inspected as part of the Rental Housing Inspection Program, to ensure they meet minimum housing standards. Approximately 80% of the rental units on South White Rock have been inspected and are in the process of repairing deficiencies.
- Blight Buster events took place in January at Countryside, in April at Mills Tower/White Rock, in June at Lincoln Village, and in November in Sunriver. Over 200 code enforcement cases were opened, one motor home was towed in front of White Rock School and the driver was arrested for outstanding warrants.
- As part of Growing Strong Neighborhoods, Public Works, Neighborhood Services, and residents collaborated in a graffiti abatement taskforce. A new graffiti ordinance was adopted by the City Council and an outreach campaign was started, which included several community meetings and residents were provided with graffiti abatement kits. Two graffiti workshops were held.
- The first of two neighborhood clean ups was held at Cordova Lane in March 2012. The second was held in the Countryside neighborhood in October 2012. Over 240 cubic yards of garbage and 20 cubic yards of e-waste were removed. A homeless encampment was also cleaned up.

2012 GENERAL PLAN ANNUAL REPORT

- The Volunteers in Neighborhood Services (VINS) reinstated the Cordova Pride program. With the assistance of a local church, the cleaned up the yard of an elderly disabled couple in the Countryside neighborhood in July 2012.
- Continued participation in the development of the South Sacramento Habitat Conservation Plan (HCP).
- With City support, the Sacramento Children’s Museum opened to the public in August 2011. Over 100,000 visitors attended the museum in the first year.
- Maintained leadership positions in the region such as Rotary Club, Board of Directors for the California Association of Code Enforcement Officers, Leadership Rancho Cordova, Next Economy Steering Committee, MetroPulse Steering Committee, and Board of Directors for the Rancho Cordova Travel and Tourism Corporation.
- Began “Center of it All” marketing campaign in coordination with the Rancho Cordova Chamber, Cordova Community Council and Rancho Cordova Travel and Tourism Committee.
- Participated in over 40 community outreach meeting and events including, but not limited to, a presentation to Heald college students, “Buzz on the Boulevard”, Mayor’s Walks, kids night out with PAL, and the grand opening and LEED award ceremonies for Crossings @ New Rancho.
- Negotiated and received approval for deal point structure on the development of a new entertainment facility complex that includes a movie theater, bowling, laser tag, indoor ropes course, a restaurant, and more. The development team is finalizing the project site plan and proposed architecture. The project’s Design Review entitlement will be considered by City Council in 2013.
- As part of the Civic Engagement program, the City successfully facilitated a community project in the first pilot neighborhood. The Keep Cordova Meadows Beautiful group’s first project – painting a mural on the back wall of the Carousel School – was completed in October.
- Updated the five-year Economic Development strategy by producing an 18-month action plan that includes items from all City departments, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and the Rancho Cordova Travel and Tourism Corporation.
- Completed construction, occupancy, and final closing of the Crossings at New Rancho, an 18 unit affordable multi-family housing complex. The facility was opened in January and was fully occupied within five weeks. The facility achieved a LEED Gold energy efficiency award and successfully underwent a combined HUD/State audit.

2012 GENERAL PLAN ANNUAL REPORT

- Completed work on the development of a Housing Trust program. The City subsequently received award of a \$2 million matching grant, which capitalized Trust Fund assistance to both the Mather Veterans' Village and Horizons Senior developments.
 - Reorganized the City's Emergency Rehabilitation Program and made six loans during the summer of 2012.
 - Completed the project review through City Council approval in July of the Horizons at New Rancho project. A grant request for project funding was also completed.
 - Identified an appropriate site and structured a lease agreement for the Mather Veterans' Village project, a 100 units/beds transitional living facility for veterans. The initial site plan and first phase of development are being drafted and will be presented to the City Council for design review approval in 2013.
 - Improved pedestrian accessibility throughout the City by removing and replacing 1,200 feet of damaged sidewalk.
 - Staff, working cooperatively with Regional Transit, continued to manage operations and increase ridership on the Rancho CordoVan. Ridership went down by 5% between September 2011 and September 2012. The CordoVan routing has been expanded to Anatolia and provides more efficient service to a larger area in the Transit District. As riders adjust to the new routing, ridership is anticipated to exceed all previous levels.
 - The City was honored with many awards including, but not limited to, the 2012 American Public Works Association Project of the Year "International Drive Extension" in the Transportation category, the 2012 American Public Works Association Project of the Year "White Rock Community Pathway" in the Parks & Trails Category, and the City was named a 2012 Playful City USA from Kaboom.
- **Roadway Projects:**
 - 2012 Road Rehabilitation – Completed construction of street rehabilitation for the Cordova Gardens Neighborhood, International Drive from Zinfandel Drive to Mather Field Road, and sidewalk on Zinfandel Drive from Beclan Drive to Folsom Boulevard. Completed construction of the 2013 Street Rehabilitation project at various locations in the Lincoln Village Neighborhood in October 2012.
 - Worked with the County to complete design, environmental work, and ROW acquisition on the Air Park Drive-Femoyer Road project, which

2012 GENERAL PLAN ANNUAL REPORT

proposes to widen the existing Femoyer Road to four lanes and construct the roadway extension from Air Park Drive to International Drive, with various additional improvements. The project will be bid within the first quarter of 2013.

- Certified the CEQA and NEPA environmental documents and completed design for the improvement plans and specifications for the White Rock Road improvements from Sunrise Boulevard to the City limits.

- Completed construction of the Zinfandel Extension project, consisting of a two-lane road extending Zinfandel Drive south to Douglas Road, a 6x4 lane signalized intersection at Zinfandel Drive/Douglas Road, and the realignment of Eagles Nest Road to the west side of the “Minute Man” statue.

- Awarded construction contract for installation of sidewalk on the north side of White Rock Road between the new Highway 50 overcrossing and S&G Carpet in September 2012.

- Completed design, permitting, and an agreement with the Bureau of Reclamation of the Douglas Road Bike connection project to provide a bicycle trail connection to the Folsom South Canal in August 2012. Construction commenced shortly thereafter and is ongoing.

- Completed design for the North Mather Boulevard connection to Villages at Zinfandel.

- Completed construction of Folsom Boulevard Enhancements – Phase II in September 2012. Completed construction of Phase III between Rod Beaudry Drive and Mather Field Road in November 2012.

2012 GENERAL PLAN ANNUAL REPORT

ANALYSIS OF GENERAL PLAN EFFICIENCY

The General Plan includes several actions related to annual review of the efficiency and effectiveness of the Plan, principally the Land Use Map and the mix of uses around the City. These include:

- **Action LU.1.1.1:** Regularly evaluate the mix of land uses as the City grows to analyze build out conditions, market conditions, etc.
- **Action LU.1.1.2:** Utilize the PLACE³S land use model to track General Plan implementation with respect to Land Use and analyze the impact of new development on existing uses and the City roadway network. Update the model on a quarterly basis with newly constructed development projects to maintain accuracy of the model.
- **Action LU.1.2.1:** Designate adequate commercial, office, and industrial land uses throughout the City during project review and as part of annual review of the General Plan.
- **Action H.4.1.2:** Promote development of affordable housing by ensuring adequate sites are available in the City (Policy H.1.2, Actions H.1.2.1. and H.1.2.2), providing resources for developers of affordable housing (Policies H.7.1 through H.7.5 and associated actions), and reviewing amendments and updates to the Zoning Ordinance, Design Guidelines, and other development standards that may increase the cost of providing affordable housing to ensure that development of affordable housing remains feasible.
- **Action ISF.1.1.3:** Periodically evaluate the City's office and retail demand based on changing demographics and market conditions to ensure an adequate supply of land for non-residential use.

During the 2012 planning year, the City has initiated and/or completed the following tasks associated with analyzing the efficiency and effectiveness of the General Plan:

- Continued to review the pending Suncreek Specific Plan. The Environmental Impact Report was released for public review in October. City Council action on the project is anticipated in 2013.
- Review of land uses east of Sunrise Boulevard in selected development projects to ensure achievement of the City's long-

2012 GENERAL PLAN ANNUAL REPORT

term economic, housing, and environmental goals was conducted and a Work Session was held with the City Council in November. Based on City Council direction, staff and applicants adjusted land use designations within Sun creek and Arboretum projects to increase non-residential land uses to create employment opportunities.

2012 GENERAL PLAN ANNUAL REPORT

REGIONAL HOUSING NEEDS AND REMOVAL OF GOVERNMENTAL CONSTRAINTS TO HOUSING

In an effort to address state-wide housing needs, the State of California requires regions to address housing issues and needs based on future growth projections for the area. The Department of Housing and Community Development (HCD) allocates regional housing needs numbers to regional councils of governments throughout the state. The Regional Housing Needs Plan (RHNP) for the Sacramento area is developed by the Sacramento Area Council of Governments (SACOG), and allocates to cities and the unincorporated counties their “fair share” of the region’s projected housing needs, or the Regional Housing Needs Allocation (RHNA). The needs plan allocation is based on household income groupings over the planning period.

The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also fill the housing needs for the entire region. Additionally, a major goal of the RHNP is to assure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population.

State law requires that the City identify its progress in meeting its share of the regional housing needs allocation and identify local efforts to remove governmental constraints to housing. The City’s General Plan Housing Element identifies solutions to meeting these objectives and reflects the 2006-2013 Regional Needs Plan and Regional Housing Needs Allocation for the Sacramento region. The City is also currently undertaking the mandated update to the Housing Element, which will reflect the 2013-2021 Regional Needs Plan and Regional Housing Needs Allocation for the Sacramento region.

2006-2013 REGIONAL HOUSING NEEDS PLAN

The Sacramento Area Council of Governments (SACOG), along with the City and the other jurisdictions in the region, has prepared a new Regional Housing Needs Plan (RHNP) for the 2006-2013 planning period. The plan was adopted on February 21, 2008. The 2006-2013 RHNP for the Sacramento region identified a total of dwelling units as the City’s “fair share” of the regional needs total. Table 2 identifies the breakdown of this number for each of the four income categories covered by the RNHP for the City.

2012 GENERAL PLAN ANNUAL REPORT

TABLE 2
CITY OF RANCHO CORDOVA
SHARE OF THE REGIONAL NEEDS ALLOCATION
FOR 2006-2013

Income Category	Number of Units	Percent of Total
Very Low	2,107	20.3%
Low	1,595	15.3%
Moderate	1,991	19.2%
Above Moderate	4,702	45.2%
TOTAL	10,395	100%

The RHNP and RHNA only require the City to provide a suitable amount of land needed to build the number of units allocated to the City under the RHNA. The Housing Element was updated and certified by HCD at the end of 2009 to reflect the 2006-2013 RHNA.

Table 3 summarizes the number of units permitted in the City in 2012 by income category and dwelling type. Table 4 summarizes the cumulative total number of units permitted in the City during the current RHNP planning period. All numbers are based on issuance of building permits from January 1 to December 31 of the given year.

2012 GENERAL PLAN ANNUAL REPORT

TABLE 3
ANNUAL BUILDING ACTIVITY REPORT SUMMARY
NEW CONSTRUCTION
VERY LOW-, LOW-, AND MIXED-INCOME MULTIFAMILY PROJECTS

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions	Housing without Financial Assistance or Deed Restrictions
Project Identifier	Unit Category	Tenure	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units
		R=Renter O=Owner	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income				

Total of **Moderate and Above Moderate** from Table 5

Total by income

215

Total **Extremely Low-Income** Units

2012 GENERAL PLAN ANNUAL REPORT

TABLE 4
ANNUAL BUILDING ACTIVITY REPORT SUMMARY - UNITS REHABILITATED,
PRESERVED AND ACQUIRED PURSUANT TO GC §65583.1(C)(1)

Activity Type	Affordability by Household Incomes			Total Units	Description of Activity Including Housing Element Program Reference
	Extremely Low Income	Very Low Income	Low Income		
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition	0	0	0	0	
Total Units by Income	0	0	0	0	

2012 GENERAL PLAN ANNUAL REPORT

TABLE 5
**ANNUAL BUILDING ACTIVITY REPORT SUMMARY FOR ABOVE MODERATE-
 INCOME UNITS (NOT INCLUDING THOSE REPORTED IN TABLE 3)**

	Single Family	2-4 Units	5+ Units	Second Unit	Mobile Homes	Total	Number of Infill Units
No. of Units Permitted for Moderate		0	0	0	0		0
No. of Units Permitted for Above Moderate	215	0	0	0	0	215	0
Notes:							

2012 GENERAL PLAN ANNUAL REPORT

TABLE 6
REGIONAL HOUSING NEEDS ALLOCATION PROGRESS

Income Level		RHNA Allocation by Income Level	2006 Year 1	2007 Year 2	2008 Year 3	2009 Year 4	2010 Year 5	2011 Year 6	2012 Year 7	2013 Year 8	2014 Year 9	Total Units to Date (All Years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	2,107				32		18				50	2,057
	Non-Deed Restricted												
Low	Deed Restricted	1,595											1,595
	Non-Deed Restricted												
Moderate	Deed Restricted	1,991											1,675
	Non-Deed Restricted		203		36	62		15				316	
Above Moderate		4,702	482	542	326	299		133	215			1,997	2,705
Total RHNA by COG		10,395											
Total Units			685	542	362	393		166	215			2,363	
Remaining Need for RHNA Period													8,032

2012 GENERAL PLAN ANNUAL REPORT

REMOVAL OF GOVERNMENTAL CONSTRAINTS TO HOUSING

The Housing Needs Assessment of the General Plan states that the development standards for residential development in the City do not constrain the development of new housing or affordable housing. It identifies significant constraints as generally being non-governmental, including high land and construction costs, lack of gap funding for affordable projects, and a variety of other market factors. The Citywide Zoning Code includes land use districts, regulations, and standards that allow for alternative housing products at higher densities and facilitate the provision of live-work units and mixed use developments. Further, the Citywide Design Guidelines, adopted in 2005, do not pose a constraint on the development of housing, as they represent the City’s guiding policies and expectations for quality development.

Table 7 identifies all of the General Plan Housing Element programs (or Actions) and the City’s progress in implementing them.

2012 GENERAL PLAN ANNUAL REPORT

TABLE 7
HOUSING PROGRAM IMPLEMENTATION STATUS

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.1.1.1 The City will work with the Economic Development Department to survey the larger employers in the community to determine actual salary information (Also see Action H.4.4.3 and H.7.1.1)	ED	Survey larger employers by December 2010	GF	Completed.
H.1.1.2 Analyze the results from the employer survey to determine employee preferences regarding housing type (e.g., if employees were to live in the community what type of home would they want and be able to afford).	ED	The information collected was completed by an outside consultant and was returned to the City in June 2009. The City is in the process of reviewing the results and determining the next steps.	GF	Further analysis delayed due to changes in economy.
H.1.1.3 Create a local housing foundation/trust to work with the Redevelopment Agency and private for-profit and nonprofit developers/home builders to receive land dedications and broker deals for the development of new housing for all income levels.	H / RA	Survey larger employers by December 2010	GF	The City has not created a foundation or included any outside partners at this time. In order to use State Local Housing Grant funds, the City instituted the Local Housing Trust Fund, based on local development impact fees. The fund has been dedicated as match for the State Local Housing Grant up to \$2,000,000.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
Residential development projects of 100 gross acres or more shall include a minimum of 5 percent of the total project residential project developable acreage (net) for residential uses of 30 units per acre or higher, and 5 percent for residential uses of 10 units per acre or higher. Development projects with a requirement of less than 5 acres in either or both categories may opt to designate land off-site, if deemed appropriate for the project. If projects propose densities higher than the identified density, the required acreage shall be decreased accordingly. For example, if a project is required to provide 15 acres at 30 units per acre, that project could alternatively provide 11.5 acres at 40 units per acre. Similarly, if the project's requirement for land with density of 10 units per acre was 6 acres, the project could alternatively provide 4 acres at 15 units per acre. For the purpose of satisfying the 5 percent for land uses at or above 20 units per acre, sites must meet the following requirements: - Sites must be zoned exclusively residential. - Sites must be of sufficient size to accommodate a minimum of 16 units per site. - Sites must be proximate to public transportation routes which provide ready access to fixed rail.	PL	Ongoing, as residential applications are received	GF / Low/Mod Funds / VLIHF	Ongoing, as projects are reviewed.

2012 GENERAL PLAN ANNUAL REPORT

	Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.1.2.2	Annually review the amount of land zoned for various residential uses in conjunction with the amount and type of housing produced in the previous year to determine if changes in zoning may be needed to meet City housing needs. Such zoning changes will be adopted annually, if needed.	PL	Annually	GF	Ongoing. No zone changes required in 2012.
H.1.3.1	The City's Zoning Code accommodates and facilitates the development of executive housing option in Specific Plans and large subdivisions (500+ units) in the Rural Residential (RR) and the Estate Residential (ER) zones.	PL	Ongoing, as projects are processed through the Planning Department	GF	Ongoing. Specific plans considered and incorporated this housing type as desired.
H.1.4.1	As part of an ongoing effort to promote transit oriented development, the City will coordinate with Regional Transit to incentivize the production of housing for living and working in same community.	PW / H / PL / ED	Coordinate efforts to apply for funding for transit-oriented developments as Notices of Funding Available (NOFAs) are released and will create project requirements and incentives to encourage reduced auto use in transit nodes	GF	The City has partnered with Regional Transit to outline a Regional Transit Pass program for the Crossings @ New Rancho, an 18 unit multi-family affordable housing complex completed in 2012 and located at the boundary of the Zinfandel Light Rail TOD. The City will be looking to expand that program with the construction of the Horizons @ New Rancho, 48 units of affordable senior housing located adjacent to the Crossings.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.1.5.1 Consider the adoption of an Affordable Housing Ordinance that specifies the procedures for project reviews, the City's general expectations for affordable housing obligations, and the requirement that individual projects include an Affordable Housing Plan as part of the overall project approval. Guidelines identified under Policy H.1.6 and subsequent Housing Element actions shall be considered for inclusion within the Affordable Housing Ordinance.	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	While an Ordinance has not yet been adopted, the City continues to negotiate Affordable Housing Plans with individual development projects on an ongoing basis. Projects are not approved without an Affordable Housing Plan or condition of approval requiring one in place.
H.1.6.1 The Affordable Housing Plan shall be approved in conjunction with the earliest stage of project entitlement, typically the City Council approval of the Specific Plan , Development Agreement, or other primary land use entitlement.	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	Ongoing. As indicated above, affordable housing requirements are currently negotiated on a project-by-project basis.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
The Affordable Housing Plan shall specify and include the following: - The number of dwelling units that will be developed as affordable to very low-, low-, moderate-, and above moderate-income households. - The number of affordable ownership and rental units to be produced. Such split shall be approved by the City Council based on housing needs, market conditions, and other relevant factors. The split of ownership and rental units shall be addressed within the Plan of each individual project. - Program options within project-specific Affordable Housing Plans may include but are not limited to the following: • Actual production (on-site or off-site) of affordable units (including ownership and rental opportunities in the form of corner units, halfplexes, duplexes, cottages, creative alternative housing products, etc) (please refer to Goal H.4 for additional discussion of City promotion of the provision of a range of housing choices and housing diversity). • Land dedication (on-site and off-site). • Rehabilitation of existing residential structures located within existing City neighborhoods. • Payment of in-lieu fees. - The timing for completion of affordable housing obligations. For projects proposing to construct affordable housing units or to	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	Ongoing by project.
H.1.6.2				

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
renovate existing dwellings, the City generally supports construction/renovation of affordable dwelling concurrent with the construction of market-rate housing which feasible. For projects providing alternative contributions (land dedication, funds, etc), timing of such contributions shall be identified in the Plan, with the expectation that the City will pursue construction of affordable units generally concurrent with construction of project market-rate housing.				
H.1.6.3 At the City Council's discretion, land or other contributions provided by developers as specified within project Affordable Housing Plans (see Policy H.1.6) may be utilized to augment City efforts and the efforts of its nonprofit partners to provide affordable housing opportunities to all income levels throughout the community. The City will pursue supplemental funding to allow affordability to households earning less than 50 percent of area median income.	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	Ongoing.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.1.6.4 In order to ensure the production and preservation of housing affordable to the City's workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans, in addition to the resources identified in Action H.1.6.6. Possible incentives may include, but are not limited to: - Density bonuses - Fee waivers or deferrals (as reasonably available) - Expedited processing/priority processing - Reduced parking standards - Technical assistance with accessing funding - Modifications to development standards (on a case-by-case basis)	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	Ongoing.
H.1.6.5 The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions. In such cases, the Plan shall specify how the project will ultimately fulfill its affordable housing obligations as residential markets improve. For projects with Affordable Housing Plans that provide relief to current market conditions, the Plans should not exempt the project from future Affordable Housing Fees which might be adopted on a citywide or area basis.	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	Ongoing by project.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.1.6.6 Together with the developer and nonprofit partners, the City will use maximum efforts to seek available resources to support the construction of affordable housing production, including but not limited to state and federal housing programs and the City/Agency programs such as the City's non-residential linkage fee (Very Low-Income Housing Trust Fund) and the Redevelopment Agency's Low and Moderate Income 20 percent Housing Set-Aside Fund.	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	State and federal housing programs / VLIHF / RDA Housing Set-Aside Fund	Ongoing. The City has supported the construction of the Crossings @ New Rancho, completed in 2012, with the use of Neighborhood Stabilization Program funds obtained via competitive grant application. The City has also supported the planning of Horizons @ New Rancho and the Mather Veterans Village project with matching grant funds from the State of California's Affordable Housing Trust Fund Grant program. The City is using the Very Low Income Housing Trust Fund linkage fee for grant match. The 20 percent Set Aside from the Redevelopment Agency has been eliminated and the fund balance remitted to the State.
H.1.6.7 The City expects the housing market to improve substantially by 2012 and therefore shall consider conducting a "mid-term" review and update of the Housing Element and the obligations associated with affordable housing by 2012. In determining whether to update the Element, the City will consider housing market conditions, rate of home construction, and performance of the City and its developers in meeting affordable housing goals. Additionally, the City shall consider the schedule for state-mandated Housing Element updates in determining whether a 2012 mid-term update of the Housing Element is appropriate and feasible.	H / PL / ED	The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department. The City will decide if they are going to adopt an ordinance by June 2010	GF	The City did not conduct a mid-term review as the housing market did not substantially rebound in 2012. An update to the Housing Element is required by law in 2013. Efforts are underway.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.2.1.1 Develop design tools and a pattern book and/or provide design services to assist homeowners who plan to remodel with suggestions for a variety of façade improvements and additions that are integrated and timeless.	H / ED / RA	June 2010	RDA Funds / CDBG / other	An initial set of resources are provided on the City's website. The City did not complete a pattern book or design tools for single family remodeling. Due to changes in the housing market, and in the general economy, home re-investment has slowed.
H.2.1.2 Continue to work with Blight Busters, the Neighborhood Improvement Program, SMUD, and the Sacramento Tree Foundation to develop and host community workshops and/or provide written materials regarding the following topics: - Home improvement and maintenance tips - Weatherization and energy efficiency programs (SMUD) - Availability of shade trees for properties needing landscaping (Sacramento Tree Foundation) In addition the City will provide information regarding the home improvement program in the form of newspaper postings and bulletins, and on the City's website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	H	Information regarding the home improvement program will be available by June 2010	GF	The City has worked extensively with both volunteer groups and other local and regional partners to encourage neighborhood revitalization. A key component of the Growing Strong Neighborhoods effort has been the focus at the neighborhood level. These successes have included privately funded renovations or major apartment complexes, both large-scale and local neighborhood clean-up efforts, neighborhood beautification efforts, and community involvement.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
The City shall continue to apply for federal and state funds to develop a housing rehabilitation program to assist in the improvement of owner-and renter-occupied housing units in the City. Assuming the City receives funding, it anticipates assisting 5 to 10 very low- and low-income households per year. The housing rehabilitation program shall: - Include a grant/loan component, when funding is available, for very low- and low-income households residing in housing units in need of rehabilitation. - Be developed in partnership with public and private organizations, such as Rebuilding Together, SMUD, and local community groups. - Include incentives, such as waiver of annual park fees or reduction of permit fees necessary for rehabilitation, to encourage upkeep and rehabilitation of housing by property owners and encourage upgrades to meet minimum energy efficiency standards.	H / NS / ED / RA	Develop program by June 2010, apply for funding as NOFAs are released	CDBG / Low/Mod Funds / other	The City has funded almost 60 Emergency Repair Loans for homeowners of single-family homes and mobile homes. This program provides five year forgivable loans for emergency repairs. The City also received a Cal-Home Grant from the State for \$720,000 to be used in the Owner Occupied Rehab program. The City has made 2 pilot (CDBG funded) loans under the REHAB program and is working with a consultant to adjust the program to meet Cal-Home's requirements. The City is also in negotiation with SHRA to assist in rehab of SHRA managed public housing located within the City's boundaries.
Continue the use of the City's Emergency Repair Program to provide health and safety repairs for 10 to 15 households falling in the extremely low-, very low-, and low-income ranges. This is a forgivable loan for mobile home owners and homeowners for a five-year period, as long as the owner continues to occupy the unit.	H / NS / ED / RA	The City will provide loans as funding becomes available each year.	CDBG / Low/Mod Funds / other	Ongoing. The City has completed 58 Emergency Repair Loans since the program was initiated in 2006. There are approximately 12 loans pending for 2012/13 program year. These loans are all CDBG funded.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.2.2.3 Support churches and service clubs who organize semi-annual community improvement days by providing information about the event at City Hall and on the City's website. The community may volunteer to improve homes and neighborhoods by painting homes and fences throughout a neighborhood, rehabilitating homes of households with severe rehabilitation or improvement needs, and/or retrofitting units to make them accessible to seniors or persons with disabilities.	H / NS / ED / RA	Ongoing, as semi-annual community improvement days occur.	CDBG / Low/Mod Funds / other	Ongoing. The City has worked with several churches and volunteer groups to hold community improvement days, particularly through the Neighborhood Services division.
H.2.2.4 Continue to identify the most troubled multi-family projects (in terms of law enforcement, code enforcement, and blight conditions) and aggressively pursue the transformation or conversion of such properties into uses that move the community into a more balanced housing market and that will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.	H / NS / RA	Ongoing. Addressed through the Folsom Boulevard Specific Plan and the pending Economic Development Action Plan and Redevelopment 5-year Action Plan.	RDA Funds / HOME / CDBG	Ongoing. The City has had significant success in encouraging the renovation of the most blighted multi-family housing complexes. While these complexes have not been converted into owner-ship units, they have been put into receivership, purchased, and rehabilitated via privately funded investors and owners.
H.2.2.5 Facilitate the rehabilitation and reuse of current single-family and two- and four-plex units, particularly rentals, through acquisition, substantial rehabilitation and upgrades, and market-rate resale.	H / RA	Ongoing	RDA Funds / HOME / CDBG	Need to identify additional funding sources. The City has not participated in an acquisition, rehabilitation, and market-rate resale program. The volatility of the housing market and the shortage of funding opportunities has made such a program financially infeasible.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
In planning land uses and approving projects in areas of Rancho Cordova developed prior to the City's incorporation in 2003, attempt to establish a healthy balance of housing that is more in keeping with current Statewide averages as follows: - Unit mix of approximately 67 percent single-family units (including detached, attached, and duplexes) and, 33 percent multifamily units (3 units or more and mobile homes). - Ownership/rental mix of approximately 57 percent ownership units and 43 percent rental units. Projects that include units affordable to lower-income households and that are consistent with zoning regulations will not be subject to this requirement.	PL / H / RA	Implemented as part of project processing and review of individual development applications.	GF	The City's owner-occupied to renter-occupied housing ratios have become more in line with regional and state ratios (due to an increase in ownership in RC and decreases in ownership in Region and State). Between 2000 and 2010 owner-occupied housing increased 84% in the census tracts comprising the existing City (not including Mather) while renter-occupied housing in the same area decreased 4%.
Actively pursue programs to increase homeownership in areas of Rancho Cordova developed prior to the City's incorporation in 2003 to a healthy balance more consistent with the state average (currently 57 percent ownership units, 43 percent rental units). Implementation of this action will not be a basis or finding to deny projects that include units affordable to lower-income households.	H / NS / RA	Ongoing	HOME / CalHome / BEGIN / Other	The City did not actively pursue programs intended to increase homeownership in the pre-existing neighborhoods. The changes in the owner to renter occupancy ratios occurred through natural housing market adjustments, and are currently in line with both State and Regional ratios.
Continue to implement the Crime Prevention Through Environmental Design (CPTED) standards through the Design Review process.	PL / B	Implemented as part of the project processing and review of individual development applications	GF	Ongoing by project.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.2.4.2 Require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to ensure safety of residents, a decent living environment, and maintenance of units in sound condition.	RD / H / NS	Ongoing, as projects are approved through the planning process	Low/Mod Funds / CDBG	The City has completed one affordable rental housing project in partnership with Urban Housing Communities, called the Crossings @ New Rancho. The developer was required and successfully submitted a management and maintenance plan as part of the project's regulatory agreement.
H.2.4.3 Establish a program by ordinance requiring owners of rental units that are vacated for violation of housing and building codes to pay the costs of relocating displaced residents. The relocation ordinance will specify the conditions under which private relocation payments are required, the tenant eligibility requirements, the amount of relocation benefits and when these benefits are payable, and the administrative procedures for assuring compliance with the ordinance. In adopting an implementing ordinance, the City will seek to provide for private relocation assistance that does not create significant disincentives to removing blighted properties or penalize property owners for blighted conditions created by the occupants of their rental properties.	PL / NS / H	Establish a relocation ordinance by March 2007	GF	Work ongoing with City Attorney's office.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.2.5.1 Identify opportunities in the Redevelopment Area for use of redevelopment tools and tax-increment funding that will improve the Folsom Boulevard corridor, especially targeting the following: - Residential reuse of old motels along Folsom Boulevard; and - Underutilized, blighted, and/or vacant shopping centers on Folsom Boulevard to increase mixed use and reuse in that corridor.	H / NS / RA	Mixed-use and redevelopment opportunities are currently being developed through the Folsom Boulevard Specific Plan which was adopted in November 2006	RDA Funds	The City was very successful at using redevelopment tools to encourage the improvement of the Folsom Blvd. corridor. These tools included condemnation of the Stagger Inn and the negotiated demolition of abandoned structures on the Lily Co. property and the demolition of the Cordova Inn. As redevelopment has been eliminated through the State Legislature, these tools are no longer available.
H.2.6.1 Continue implementing the Housing Stock Conservation Fee which is an annual fee collected on business licenses for multi-family properties.	RA / H / NS	Annually	CDBG / RDA Funds / GF	The City has used the funds generated through this fee to continue to support the Code Enforcement and Rental Housing Inspection activities of the Neighborhood Services Division, which have had a direct impact on improving blighted and troubled multi-family complexes.
H.2.7.1 Establish a biennial monitoring program to identify assisted housing units at risk of losing their affordability subsidies or requirements.	H / NS / RA	Ongoing	Low/Mod Funds / HOME / CDBG	The City has not yet created a program to identify assisted housing units at risk of losing affordability subsidies. The City has been working with the SHRA to address deficiencies in the public and subsidized housing within the City.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
Implement the City's Affordable Housing Conservation Ordinance that requires, at a minimum: - At least one year prior to the conversion date, the owner shall provide written notification to residents of the expected date of loan pre-payment or pay-off, at which time the owner will no longer be restricted in the level of rent that can be charged. The notice will also contain an estimate of rent increases at the time that rental restrictions no longer apply. Residents moving into a housing development during this one-year period must also be notified in writing of the pending conversion prior to signing a rental agreement. - Property owners shall provide relocation assistance to those low-income households that are unable to afford rent increases. - The Redevelopment Agency solicits interested nonprofit housing corporations to acquire and maintain such projects as low-income housing. The Redevelopment Agency assists interested nonprofit housing corporations in applying for state or federal assistance for acquisition and redevelopment of properties.	H / NS / RA	Explore options and decide if a formal ordinance is going to be adopted by June 2010.	GF	No conversions occurred in 2012.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
The City will continue or undertake the following programs and activities during the five-year period of the Housing Element. The Housing Department, Redevelopment Agency, and Neighborhood Services Department will implement these efforts. The efforts listed below represent a varied strategy to mitigate potential loss of “at-risk” units due to conversion to market-rate units. These local efforts utilize existing City and local resources. They include efforts to secure additional resources from the public and private sector should they become available.				
H.2.7.3 Monitor owners of at-risk projects on an ongoing basis, at least every six months, in coordination with other public and private entities to determine their interest in selling, prepaying, terminating, or continuing participation in a subsidy program.	H / NS / RA	Annually	RDA Funds / Low/Mod Funds / LIHTF / CDBG	Ongoing.
Maintain and annually update the inventory of “at-risk” projects through the use of existing databases (e.g., California Housing Partnership Corporation (CHPC), HUD, State HCD, and California Tax Credit Allocation Committee).				
Take all necessary steps to ensure that a project remains in or is transferred to an organization capable of maintaining affordability restrictions for the life of the project, including proactively ensuring notices to qualified entities, coordinating an action plan with qualified entities upon notice, and				

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
assisting with financial resources or supporting funding applications. Semi-annually coordinate with HUD to monitor projects approved to convert to ensure that any required assistance (or assistance that the owner has agreed to provide) to displaced tenants is carried out in a timely manner. Ensure projects are monitored to see if they are subject to other State or local requirements regarding the provision of assistance to displaced tenants. Annually monitor local investment in projects that have been acquired by non-profit or for-profit entities to ensure that properties are well managed and maintained and are being operated in accordance with the City's property rehabilitation standards. Work with owners, tenants, and nonprofit organizations to assist in the nonprofit acquisition of at-risk projects to ensure long-term affordability of the development. Annually contact property owners, gauge interest, and identify nonprofit partners and pursue funding and preservation strategy on a project basis. Annually meet with stakeholders and housing interests to participate and support, through letters and meetings and technical assistance, local legislators in federal, state, or local initiatives that address affordable housing preservation (e.g., support state or national legislation that addresses at-risk projects,				

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
support full funding of programs that provide resources for preservation activities).				
Use available financial resources to restructure federally assisted preservation projects, where feasible, in order to preserve and/or extend affordability.				
Annually identify funding sources for at-risk preservation and acquisition rehabilitations and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis.				
H.2.8.1 Meet with mobile home park owners to determine their needs in providing a quality living environment in their mobile home parks.	H / RA	Ongoing	RDA Funds	Ongoing.
H.2.8.2 Provide financial assistance for infrastructure and other park improvements when available through local, state, and federal funds to property owners who wish to improve and maintain their parks.	H / NS / B / RA	Ongoing	RDA Funds / HOME / CDBG / Other	Ongoing.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.2.8.3 If necessary to facilitate a sale to residents, the City will seek state and federal funding to assist residents in purchasing, improving, and managing their parks and/or seek the expertise of a nonprofit organization with experience in mobile home park sales and conversion to resident ownership and management.	H / NS / B / RA	As the facilitation of a mobile home park strategy becomes necessary, the City will work with its residents and/or a nonprofit agency to assist with the application for a loan through the Mobile Home Park Residential Ownership Program.	Mobile Home Park Resident Ownership Program / RDA Funds / HOME / CDBG	Ongoing. No specific action was taken during 2012.
H.2.9.1 Provide information at the City permit counter and on the website on policies and regulations for the placement of manufactured housing on permanent foundations. In addition, the City will provide information regarding the placement of manufactured housing in the form of newspaper postings and bulletins, and on the City's website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	PL / B	Information regarding the placement of manufactured housing will be drafted by October 2009 and posted at the City's permit counter regularly.	GF	Information is available for customers at the public counter.
H.2.9.2 Require minimum energy efficiency standards in manufactured housing.	PL / B	Implemented as part of the project processing and review of individual development applications.	GF	Required by Code.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.3.1.1 Continue to support targeted inspections by the Neighborhood Services Department to enforce higher standards for building maintenance, parking requirements, and landscaping.	PL / NS	Ongoing	GF	The City has successfully and pro-actively encouraged the renovation of 12 major apartment complexes through the strategic use of the Rental Housing Inspection program.
H.3.1.2 Continue to provide incentives for conversion of troubled properties to condominiums, senior housing, or other similar use that will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.	H / RA	Ongoing, as projects are processed through the Planning Department	GF / Low/Mod Funds / VLIHTF / Other	Ongoing. No projects of this type were processed during 2012.
H.3.1.3 Work with interested individuals, nonprofit housing corporations, and for-profit developers to acquire rental housing projects in need of rehabilitation, and transfer ownership, when necessary, to maintain the affordability of the units to low-income households.	H / RA	Ongoing	GF / Low/Mod Funds / VLIHTF / Other	The City, through the Neighborhood Services Division, has worked with several private parties to work out the receivership and purchase of 12 of the City's most dilapidated multi-family housing complexes, which have been rehabilitated and put back on the rental market without becoming unaffordable to low-income households. The City has not worked with non-profit or for-profit developers in this effort.
H.4.1.1 Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or oversized rental complexes and providing a range of housing prices and rents.	H	Ongoing	GF	Ongoing by project.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.1.2 Promote development of affordable housing by ensuring adequate sites are available in the City (Policy H.1.2, Actions H.1.2.1 and H.1.2.2), providing resources for developers of affordable housing (Policies H.7.1 through H.7.4 and associated actions), and reviewing amendments and updates to the Zoning Code, Design Guidelines, and other development standards that may increase the cost of providing affordable housing to ensure that development of affordable housing remains feasible.	PL / H	Implemented as part of project processing and review of individual development applications. Reviewed as part of the General Plan Annual Report	GF	The City has ensured RHNA compliance over the previous RHNA cycle in ensuring adequate sites for affordable housing are available in the City. It has also worked with developers to help provide affordable housing in the City, including a completed 18 unit large family complex, and two projects in predevelopment - a senior affordable housing project and a disabled and homeless veteran's project. The City has also assisted with the affordable housing production efforts by adjusting design review guidelines, zoning codes, and other development standards that would otherwise make viable affordable housing projects infeasible.
H.4.1.3 Continue to allow secondary dwelling units by right in single family residential zones. The City will promote its second unit standards by including information annually in The Grapevine Independent, publishing information on the City's website to promote this option, and submitting press releases annually to local newspapers. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	PL	Annually	GF	Ongoing.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
The City will actively support the redevelopment of underutilized mixed-use sites to meet the City's RHNA allocation and to provide additional affordable housing opportunities throughout the City near transit stops, jobs, and services. The City will assist in the development of these underutilized sites by offering the following assistance: - The City will post a listing of underutilized sites on the City's website and provide this list of sites to developers interested in developing mixed-use projects in the City. - The City will, where appropriate and when funds are available, assist with the development of affordable housing projects with the use of redevelopment funds on these underutilized sites. - The City will also provide technical assistance with applying for additional funding to construct an affordable mixed-use project on an underutilized site. - The City will provide flexibility in development standards on the construction of an affordable housing project on an underutilized site including but not limited to reduced setback requirements and reduced parking requirements on a case-by-case basis.	PL	Provide a listing of sites to affordable housing developers in the area on a yearly basis and assist developers as projects are processed through the Planning Department, 2008 – 2013.	GF / RDA Funds	List of underutilized sites has not been produced. However, technical support to mixed use projects is available upon request at any time during the business day. No individual mixed use projects were proposed during 2012.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
Continue to maintain a supply of vacant land within the city limits to meet the City's RHNA. Ensure that there is a sufficient supply of land for higher density housing consistent with preservation of neighborhood character, environmental constraints, and other goals of this General Plan. In order for the City to meet its 2006 – 2013 regional housing need, the following actions will be taken: - Amend the Folsom Boulevard Specific Plan to increase densities in the RMU and MDR zones from 6.1 to 18 units per acre to 6.1 to 30 units per acre. The sites in the inventory (Tables A-39 and A-40) that will be affected are: 075- 0450-005: 4.29 acres; 075-0450-005: 28.25 acres; 057-0221-017: 0.17 acres; 057-0221-016: 0.17 acres; and 057-0221-015: 0.17 acres. Currently 488 units are allowed by right and this amendment will increase the number of units to 781 (a difference of 293 units). - Amend Villages of Zinfandel at Stone Creek Plan to increase the density in the MD zone from 15 to 20 units per acre to 15 to 30 units per acre. The site in the inventory (Table A-39) that will be affected is: 072-2360-004: 17.19 acres. Currently 275 units are allowed by right and this amendment will increase the number of units to 412 (a difference of 137 units).	PL	September 2010	GF	The City has successfully met its 2006-2013 regional housing need allocation (RHNA) by amending the Folsom Boulevard Specific Plan to increase densities in the RMU and MDR zones, and by amending the Villages of Zinfandel at Zone Creek Special Plan to increase the density of the MD zone.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.1.6 The City has identified sites A-1, A-2, A-3, D-1, and D-2, in the Land Inventory (see Table A-39) as appropriate to meet a portion of the City's RHNA. These sites are mixed use sites and currently require a Conditional Use Permit to allow for residential development. The CUP requirement ensures that the commercial uses are compatible with residential development. The sites already meet the location and environmental requirements of the CUP and therefore applications on these sites will be expedited. The City will monitor the development of these sites and upon consultation with developers should the CUP process pose a constraint to the development of Housing, the City will either change the CUP requirement to a Limited Use permit or find alternative sites.	PL	Within two years of adoption of the Housing Element	GF	No such applications were submitted in 2012.
H.4.2.1 Research feasibility of converting existing multi-family rental housing to senior housing facilities, such as a congregate care or assisted living facility.	PL / H / B / FD	Evaluate the feasibility of converting units as sites are identified and funding becomes available	GF	Research currently shows lack of funding for these types of conversions. Additional research to be conducted as economic change occurs.
H.4.2.2 Require single-family developments serving seniors to provide the majority of the homes as one-story units and require multi-family developments to provide elevators.	PL / B / FD	Ongoing, as projects are processed through the Planning Department	GF	Ongoing by project.

2012 GENERAL PLAN ANNUAL REPORT

	Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.3.1	Continue to allow density bonus provisions consistent with the requirements of state law.	PL	Annually	GF	The City has allowed density bonus provisions that made possible the development of the affordable large-family Crossings @ New Rancho project, as well as the senior multi-family affordable housing project Horizons @ New Rancho, which is currently in pre-development.
H.4.3.2	Continue to allow farmworker employee housing (12 or fewer employees) by right in the AG-20 and AG-80 zones.	PL	Annually	GF	Ongoing by project.
H.4.4.1	Provide accessibility in housing for persons with disabilities by implementing state and federal requirements by undertaking the following actions: – Review regulations and procedures for City-funded or City-operated housing programs to ensure that they do not exclude participation by persons with disabilities. – Include accessibility considerations in the preparation of the City's capital improvement plan and the allocation of funding for capital improvements in support of housing and residential neighborhoods.	PL / B / H	Ongoing. Provide accessibility in housing for persons with disabilities as projects are processed through the Planning Department.	GF	The City has taken a lead in ensuring accessibility in all City projects. The building department employs an in-house CAsp certified accessibility specialist to review plans for accessibility compliance. Annual funding is allocated to the Public Works department to provide ADA upgrades to sidewalks and public pathways. The City is also working with a non-profit developer on two housing projects that will both be 100% accessible, or conversion ready - the Horizons @ New Rancho senior multi-family housing project, and the Mather Veterans Village disabled and homeless veterans housing project. The City's proactive approach to accessibility has made it a valuable resource for architects and developers interested in building projects in the area.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.4.2 Provide incentives for the development of single-room occupancy (SRO) and supportive housing units for identified special needs groups. Incentives may include fee reductions or deferrals, reduced parking requirements, density bonus, priority permit processing, technical assistance in project processing, and accessing funding for the special needs. SROs are allowed with a conditional use permit in the RD-20, RD-25, RD-30, and HDR zones.	H / PL / RA	Implemented as part of project processing and review of individual development applications.	GF / Low/Mod Funds / VLIHTF / CDBG	Ongoing by project. No such requests received in 2012.
H.4.4.3 In implementing affordable housing programs, such as Actions H.1.1.1, H.4.1.1, H.4.1.2, H.4.5.1, H.4.8.2, and H.7.2.1, the City will work with housing providers to ensure that special housing needs are addressed for seniors, large families, female-headed households, single-parent households with children, persons with disabilities, homeless individuals and families, and farmworker families. The City will seek to meet these special housing needs through a combination of regulatory incentives, zoning standards, new housing construction programs, housing rehabilitation, homebuyer assistance programs, and supportive services programs.	H / PL	Ongoing. The City will ensure that special housing needs are addressed as funding becomes available and as projects are processed through the Planning Department.	CDBG / Low/Mod Funds / VLIHTF / HOME / Other	Zoning regulations were amended to allow special needs housing by right. The City has addressed special housing needs through its first completed multi-family housing community, the Crossings @ New Rancho, which targets large families. It is also working on two additional projects targeted towards residents with special housing needs; the Horizons @ New Rancho, which will provide 48 affordable units for seniors, and the Mather Veterans Village, which will provide 50 new permanent supportive housing units, and up to 60 additional dormitory style transitional housing beds.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.4.4 Participate in regional coordination for homeless services and facilities. The City will continue to support existing facilities and programs (including financial support when appropriate and necessary) and permit homeless facilities and service providers under the City's Zoning Code.	H	Participate in regional coordination on an annual basis	GF / State Emergency Shelter Project / HUD / Other	The City has made multiple donations to Sacramento Steps Forward - the new non-profit managing the Sacramento Area Continuum of Care. The City has also provided supporting documents to ensure that Sacramento Steps Forward continues to be eligible for federal and state funding.
H.4.4.5 Pursuant to Senate Bill (SB) 2, transitional housing and supportive housing (as defined in the Health and Safety Code) will continue to be allowed as a residential use in all residential zones without the requirement of a conditional use permit and subject to the same restrictions that apply to other residential uses of the same type in the same zone.	PL	Ongoing	GF	The City allows supportive and transitional housing in residential zones without conditional use permits.
H.4.4.6 Pursuant to SB 2, emergency shelters will continue to be allowed as a permitted use without a conditional use permit in the Office/Industrial/Mixed Use (OIMU) and the Light Industrial Business Park (LIBP) zones. In addition, the City will consider adopting development and managerial standards that will be consistent with Government Code Section 65583(a)(4). These standards may include such items as: - Lighting - On-site management - Maximum number of beds or persons to be served nightly by the facility - Off-street parking based on demonstrated need - Security during hours that the emergency shelter is in operation	PL	Ongoing, but will consider adopting standards by June 2010	GF	The City allows emergency shelters in the OIMU and LIBP zones without conditional use permits.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.4.7 To ensure development standards do not constrain the development of SROs, the City will evaluate adopting development standards which may include: - Requirements for a management plan outlining policies and procedures and annual review of services by City Planning Department - 24-hour on-site management - Room limitation to single occupancy, with allowance for overnight guests - Requirements for monthly tenancies - Units must be 250–300 square feet in size and include kitchen or bathroom - Parking ratio of one space per unit and bicycle rack storage of one rack per 5 units	PL	Evaluate need for standards by June 2010. If necessary develop and adopt standards by June 2011.	GF	Standards not yet adopted.
H.4.5.1 Continue to modify parking needs of affordable multi-family rental properties, condominiums, townhomes, and senior facilities as requested by the project.	PL	Ongoing. As projects are processed through the Planning Department, the City will continue to work with developers to provide parking modifications that meet the needs of the project.	GF	The City has worked with the developers of multi-family projects - especially special needs projects - to ensure that the projects have adequate parking without risking the viability of the project. The City reduced parking requirements for the Crossings @ New Rancho and allowed street parking to be considered as part of the overall parking allocation. The City is also considering reduced parking requirements for both the Horizons @ New Rancho project and the Mather Veterans Village project to help maximize the projects financial viability.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.7.1 The City will direct specific fair rights inquiries to the Sacramento Center for Human Rights Law and Advocacy. The City will post newsletters and brochures from the Center for Human Rights Law and Advocacy at the permit counter.	H	Ongoing	GF	The City has performed a detailed review of the Sacramento Center for Human Rights Law and Advocacy, and its partner JPA, the Sacramento Human Rights and Fair Housing Commission. The review has indicated that the HRFHC is not a good match for the City's fair housing needs. The City has initiated an in-house fair housing plan that includes a multi-layers marketing plan, a Fair Housing Representative, extensive fair housing education opportunities and new relationships with local housing law advocate groups to help meet the City's legal obligations to Fair Housing.
H.4.7.2 Per Chapter 1.1.0 of the Zoning Code (Entitlements), the City will allow requests for reasonable accommodation in regard to relief from the various land use or zoning rules, policies, practices, and/or procedures that may be necessary to ensure equal access to housing designed for, intended for occupancy by, or with supportive services for individuals with disabilities as required in the Zoning Code.	PL	Ongoing	GF	The Zoning Code has been amended to allow Reasonable Accommodations requests.
H.4.8.1 Continue to require a richer diversity of front elevations and increased quality of housing plans through design review.	PL / H	Implemented as part of project processing and review of individual development applications.	GF	Ongoing by project.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.4.8.2 Require that affordable housing projects be designed so that there is no discernable exterior difference in style or design between such projects and market-rate housing projects, without requiring a specific design standard that would render an affordable housing project financially infeasible.	PL / H	Ongoing	GF	The City has worked with affordable housing developers to ensure that the exteriors of affordable projects are comparable to market rate projects. An example is the Crossings @ New Rancho which was built in a style intended to complement the nearby single family homes.
H.5.1.1 The City shall collaborate with the Sacramento County Board of Realtors, local financial institutions, nonprofit organizations, and residential developers in implementing homebuyer assistance programs for low- and moderate income households. Among the options the City will pursue are: - A City-sponsored homebuyer assistance program funded from state and federal sources such as CDBG and HOME. - A City-sponsored homebuyer assistance program with participation by financial institutions, such as the Federal Home Loan Bank Board's Affordable Housing Program. - A City-sponsored program to promote the use of mortgage credit certificates and energy efficiency mortgages.	H / RD	Ongoing	CDBG / BEGIN /HOME / Other	The City has not developed any home-buyer assistance programs for low- and moderate-income households. The volatility of the housing market following the mortgage crisis and the subsequent drop in home prices combined with dramatically increased restrictions on lending standards has made home-buyer programs difficult to justify, particularly as funding sources have either been eliminated or severely reduced. The City may consider implementing some sort of home-buyer assistance program in the coming housing element cycle.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.5.2.1 Develop and adopt requirements for proposals requesting conversion of rental units to for-sale ownership units. Requirements and evaluation factors shall include a minimum rental vacancy rate (to be determined through an annual market-rate rental survey), maximum number of units allowed to convert annually, relocation assistance to tenants, and affordability of units. Sufficient investment will be required to ensure physical sustainability of buildings. (Implementation of this action will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.)	H / RD	Ongoing	CDBG / HOME / RDA Funds	Requirements included in Citywide Zoning Code. No such projects were requested in 2012.
H.6.1.1 Incorporate Title 24 requirements into Specific Plans and Development Agreements as appropriate and assess the feasibility of implementing LEED or similar energy saving program requirements. Incentives will be offered (e.g., density bonus, expedited process, fee reduction/waiver) to property owners and developers who exceed California Title 24 energy efficiency standards.	PL / B	Amend Zoning Code for Title 24 requirements, and begin assessment of LEED and similar programs, by June 2010 and update Specific Plans and Development Agreements as they are processed through Planning Department.	GF	The City has strongly encouraged developers of both Specific Plans and individual housing projects to maximize energy efficiency options. The Crossings @ New Rancho is a LEED gold project, while the two new housing projects planned by the City offer equal or greater energy efficiency opportunities.

2012 GENERAL PLAN ANNUAL REPORT

	Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.6.1.2	Partner with SMUD and PG&E to develop model programs for energy efficiency in new development without increasing costs to the homebuyer, and post and distribute information on currently available weatherization and energy conservation programs to residents and property owners as well as encourage participation in SMUD's photovoltaic (solar), energy efficiency, peak reduction, and other comparable programs. The City will distribute information through the City's newsletter, annual mailings in City utility billings, distribution of program information to community organizations and at municipal offices, and postings on the City's website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	PL / B	Ongoing	GF	Not yet undertaken.
H.6.1.3	Continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access through development standards contained in the Zoning Code, Building Code, and Specific Plans as appropriate. Encourage all new developments to provide bicycle and pedestrian access, thereby facilitating the reduction of automobile air quality impacts in the area.	PL / B	Ongoing	GF	The City has worked with developers and builders to help encourage high standards regarding energy efficiency. Not only are City Hall and the City's first affordable housing both LEED projects, but a large number of other businesses and projects in the City have achieved LEED certification or ranking.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
H.7.1.1 Partner with major employers in the community to consider developing a Housing Trust Fund that will be funded by employers. The City will identify incentives for major employers to encourage employees to reside in Rancho Cordova.	ED	Business Retention Program to be established by December 2010	GF	The City has created a Local Housing Trust Fund that is funded by development impact fees. The City has not yet partnered with any major employers to work on an additional source of income for the Housing Trust.
H.7.2.1 Pursue available and appropriate state and federal funding sources to support efforts to meet new construction needs of very low-, low-, and moderate income households. Appropriate sources of funding will be determined on a case-by-case basis. (See Program Timeframe and Potential Funding below.) The City will collaborate with nonprofit organizations and agencies such as Northern California Construction Training, Community Housing Opportunity Corporation, and the Sacramento Housing and Redevelopment Agency. Potential funding sources for this program will include the CDBG, HOME, CalHome, and BEGIN programs, the state Multi-Family Housing Program, California Housing Finance Agency programs (such as HELP), tax exempt bond financing, low-income housing tax credits, the Federal Home Loan Bank Affordable Housing Program, and various other HUD programs for special needs groups.	H / RD	Ongoing. The City will apply for all of the above loans and grants as NOFAs are released from HCD.	Economic Development Initiations Grant (EDI) CDBG, HOME, CalHome, BEGIN, Multi-Family Housing program, California Housing Finance Agency, HELP Program, HUD Program Section 221(d), Section 202 (elderly), Section 811 (persons with disabilities), Federal	The City has successfully obtained funding through the Neighborhood Stabilization Program for both entitlement and competitive grant funds. It has also won grant funding through the CalHOME program and the State's Local Housing Trust Grant. The City is continuing to look for additional great opportunities to fund affordable and special-needs housing.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
			Home Loan Bank, Tax Exempt Bonds, Low-Income Housing Tax Credits (state and federal), and Housing Tax Increment Funds, Workforce Housing Reward Program Funds	
H.7.2.2 Work with financial institutions serving Rancho Cordova to solicit interest in providing financing for very low-, low-, and moderate-income housing as part of their responsibilities under the Federal Community Reinvestment Act (CRA). The City will seek specific lending commitments to be used in conjunction with Redevelopment Agency funds and state and federal funds. The City will work with interested lending institutions and developers to use existing CRA-funded programs through the Federal Home Loan Bank Board and the Federal Reserve Bank Board.	H / RD	Meet with financial institutions serving Rancho Cordova annually to determine what funding is available for lower income households.	CDBG, HOME, RDA Funds	The City has not directly worked with financial institutions to encourage the use of Community Reinvestment Act funds towards the production of low- and moderate-income housing. The loss of the RDA and of the RDA funds has negatively impacted the City's ability to access and leverage funding from outside institutions.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
To promote the development of affordable housing, the City will market available incentives by advertising on the City's website, publishing brochures and making referrals. The incentives for developers may include: - Financial assistance (based on availability of housing funds); - Expedited development review; - Streamlined processing; - Density bonuses; and - Modification of development standards (i.e., setbacks, lot coverage, floor area ratio, unit size, height requirements, and parking) on a case-by-case basis. Given equal quality of design, priority will be given to projects containing units affordable to extremely low-income households. In addition, the City will consider adopting an Affordable Housing Ordinance (Action 1.5.1) which will require that individual projects include an Affordable Housing Plan as part of the overall project approval.	PL / H / RD	Offer incentives as projects are processed through the Planning Department. Information will be on the City's website by June 2010.	GF	The City has actively solicited developers interested in the development of affordable housing projects to partner with the City for funding assistance, streamlined processing opportunities, and modified development standards. These efforts have resulted in the completion of one new affordable housing project and two additional projects that are in the pre-development phase. The City has not passed an affordable housing ordinance. However, the City has worked with developers to ensure that qualifying affordable housing projects are viewed as priority projects.
Update the existing Very Low Income Housing Trust Fund Fee (fee for non-residential development) to better address the needs and desires of City. The update to the fee program shall include the following: - An updated nexus study addressing both very low- and low-income housing needs generated by non-residential development, including the cost to provide a variety of lower-income housing types; - A fee structure based on defined types of non-residential development that are consistent with uses identified in the Zoning Code;	H	Update the existing Very Low Income Housing Trust Fund Fee by September 2009.	GF	The City has not updated the existing Very Low Income Housing Trust Fund Fee. The collapse of the housing market and the subsequent recession slowed all development in the City, and any fee increase has been considered an impediment to development in the constricted economic environment. The City may re-consider this fee update during the next Housing Element cycle.

2012 GENERAL PLAN ANNUAL REPORT

Action	Responsible Party	Time Frame	Funding Source	Status/Steps Taken
- A fee component to cover administrative costs; - An annual inflationary adjustment; - Exempt uses; and - Allowed uses of the fee, including its use to provide pre-development, construction, and permanent financing for affordable multi-family projects and provide a homebuyer assistance program. The City will use Redevelopment Set-Aside Funds to support developers interested in building affordable rental and ownership housing projects. As appropriate, the City will prioritize funding for projects that include units affordable to extremely low-, very low-, and low-income households. The City is expected to accrue \$2.5 million in Set-Aside Funds over the five-year planning period and approximately \$750,000 in linkage funds. The City plans to use the funds to assist developers in producing and rehabilitating affordable housing. The funds will also be used for gap financing (i.e., acquisitions, demolitions, relocation assistance, environmental documents, etc.) for tax credit programs for both rehabilitation and new construction. In addition, the City plans to use this funding for first-time homebuyer subsidy efforts and foreclosure acquisition.	H	Ongoing	RDA Funds	The elimination of the RDA has removed the original set-aside funds from the City's control, and will not provide for any new funds.

H.7.5.1

MEMORANDUM

DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Kerry Simpson, Neighborhood Services Manager

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING SECTION 9.36.061, TITLED "ANIMALS," OF CHAPTER 9.36, TITLED "PARK REGULATIONS," OF ITS MUNICIPAL CODE



RECOMMENDATION

Waive the first reading and introduce Ordinance No. 12-2013.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance No. 12-2013 would amend the Rancho Cordova Municipal Code to eliminate the prohibition of dogs, cats and other animals in the vicinity of and on a bicycle trail. The requirement that these animals are kept on leash will be maintained and leash lengths will be allowed up to eight feet.

BACKGROUND

The City of Rancho Cordova established its Animal Services Division in 2006. Since its establishment, the Animal Services Division has been responsive to the needs of the residents and continues to evolve to continue to meet those needs. Occasional updates to the Municipal Code are necessary to ensure that the City's procedures are well-defined and fair to animal owners and the public.

The Rancho Cordova Municipal Code states that dogs, cats or other animals are required to be "at all times kept on a leash". In addition, dogs, cats and other animals are prohibited at all times in the vicinity of nature study areas, horse trails or bicycle trails. Adoption of Ordinance No. 12-2013 amends the code by deleting the words "bicycle trails." It also changes the acceptable leash length from six feet to eight feet; this will make the Park Regulations consistent with the City's leash regulations found in Title 8 of the Municipal Code on Animals.

This Municipal Code language is likely based on a Sacramento County Code provision, which is intended to serve areas such as The American River Parkway that have busy multi-use trail systems and mitigation areas where unique habitats are being reintroduced. The American River Parkway is under the County's jurisdiction. These rules are not practical in other areas of the City where bike trails are not heavily used. Because trail systems such as the ones found in StoneCreek do not have high traffic use there is no need to restrict residents from walking leashed animals on those trails. Residents use these trails for many purposes, including dog walking. This code amendment will better align the City's Municipal Code with how its trails are used by residents.

The modification of this code will not apply to bike trails within City limits that are under the jurisdictional control of Sacramento County Parks (American River Parkway) or the Department of Interior (Folsom South Canal Trail). Rules and requirements for these trails will continue to be administered by those entities.

REQUESTED MOTION

"I move that the City Council introduce by title only and waive the first reading of Ordinance No. 12-2013, an ordinance of the City Council of the City of Rancho Cordova amending Section 9.36.061, titled "Animals," of Chapter 9.36, titled "Park Regulations," of its Municipal Code."

ATTACHMENTS

1. Ordinance No. 12-2013
2. Red-lined version of Section 9.36.061, showing changes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING SECTION 9.36.061, TITLED "ANIMALS," OF CHAPTER 9.36, TITLED "PARK
REGULATIONS," OF ITS MUNICIPAL CODE**

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

Section 1. Section 9.36.061 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

No person shall:

A. Hunt, molest, harm, provide a noxious substance to, frighten, kill, trap, chase, tease, shoot, or throw missiles at any animal within the boundaries of any park facility, nor remove nor have in his possession the young, eggs, or nest of any such creature;

B. Abandon any animal, dead or alive, within any park facility;

C. Remove any animal not his own within any park facility; exception is made to the foregoing in that in proper season, fish may be fished and removed from areas designated for fishing by licensed persons, and boarded horses may be removed from a park facility upon proper notification to the department;

D. Bring into, maintain or allow in or upon any park facility any dog, cat, or other animal except a horse, unless such animal at all times is kept on a leash of sufficient strength and durability that it cannot be broken by the animal so leashed, and no longer than eight feet in length, and be under the full and complete physical control of its owner or custodian at all times, except that all dogs, cats or other animals shall be prohibited at all times in or upon any area, and within 15 feet of such an area, designated as a nature study area or horse trail; provided, however, the director may designate areas and times within which persons may show, demonstrate, or train unleashed animals but under full control of their owners or custodians;

E. Permit cattle, sheep, goats, horses, or other animals owned by him or in his possession to graze within the boundaries of any park facility without express approval of the board of supervisors;

F. Ride a horse, pony, mule, burro, or any other animal upon, over or across any park facility, except at times and upon roads or trails designated for the riding of such animals;

G. Permit any animal owned by him, or in his possession, to be brought into or remain upon the premises of any park facility, if the director has given oral or written notice to remove that animal from such premises. The director may give such notice if such animal is known to the director to at any time have caused any injury or damage to any person, other animal or property of another while upon the premises of any park facility;

H. Permit or suffer any animal owned by him, or in his possession, custody, or control, to defecate upon park facility property without immediately removing such animal feces, placing said feces in a sealed bag or other sealed container, and placing such bag or container with

ATTACHMENT 1

feces in a proper refuse receptacle. Persons with horses in their possession, custody, or control, at times and upon roads or trails designated for the riding of such animal, and unsighted persons while relying on a guide dog, are exempt from the provisions of this subsection;

I. A violation of any of the provisions of this section shall be punishable as follows:

1. A first violation of any of the provisions of this section is punishable as an infraction;
and
2. A second or subsequent violation of the same provisions of this section committed within 30 days of the previous violation shall be a misdemeanor.

Section 2. Effective Date

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2

9.36.061 Animals.

No person shall:

A. Hunt, molest, harm, provide a noxious substance to, frighten, kill, trap, chase, tease, shoot, or throw missiles at any animal within the boundaries of any park facility, nor remove nor have in his possession the young, eggs, or nest of any such creature;

B. Abandon any animal, dead or alive, within any park facility;

C. Remove any animal not his own within any park facility; exception is made to the foregoing in that in proper season, fish may be fished and removed from areas designated for fishing by licensed persons, and boarded horses may be removed from a park facility upon proper notification to the department;

D. Bring into, maintain or allow in or upon any park facility any dog, cat, or other animal except a horse, unless such animal at all times is kept on a leash of sufficient strength and durability that it cannot be broken by the animal so leashed, and no longer than ~~six~~ eight feet in length, and be under the full and complete physical control of its owner or custodian at all times, except that all dogs, cats or other animals shall be prohibited at all times in or upon any area, and within 15 feet of such an area, designated as a nature study ~~area, or~~ horse trail, ~~or bicycle trail~~; provided, however, the director may designate areas and times within which persons may show, demonstrate, or train unleashed animals but under full control of their owners or custodians;

E. Permit cattle, sheep, goats, horses, or other animals owned by him or in his possession to graze within the boundaries of any park facility without express approval of the board of supervisors;

F. Ride a horse, pony, mule, burro, or any other animal upon, over or across any park facility, except at times and upon roads or trails designated for the riding of such animals;

G. Permit any animal owned by him, or in his possession, to be brought into or remain upon the premises of any park facility, if the director has given oral or written notice to remove that animal from such premises. The director may give such notice if such animal is known to the director to at any time have caused any injury or damage to any person, other animal or property of another while upon the premises of any park facility;

H. Permit or suffer any animal owned by him, or in his possession, custody, or control, to defecate upon park facility property without immediately removing such animal feces, placing said feces in a sealed bag or other sealed container, and placing such bag or container with feces in a proper refuse receptacle. Persons with horses in their possession, custody, or control, at times and upon roads or trails designated for the riding of such animal, and unsighted persons while relying on a guide dog, are exempt from the provisions of this subsection;

I. A violation of any of the provisions of this section shall be punishable as follows:

1. A first violation of any of the provisions of this section is punishable as an infraction; and
2. A second or subsequent violation of the same provisions of this section committed within 30 days of the previous violation shall be a misdemeanor.

MEMORANDUM

DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: 3000 SUNRISE BOULEVARD TENTATIVE PARCEL MAP; PROJECT NO. DD7893 – LOCATED AT 3000 SUNRISE BOULEVARD



PROPERTY OWNER: 3000 Sunrise Boulevard, LLC 10933 Trade Center Drive #106 Rancho Cordova, CA 95670	APPLICANT/ENGINEER: MSA Engineering 1340 Blue Oaks Boulevard, Suite 200 Roseville, CA 95678
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PROJECT: 3000 Sunrise Boulevard Tentative Parcel Map FILE: DD 7893 LOCATION: 3000 Sunrise Boulevard APN: 072-0260-029 PLANNER: William Campbell
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RECOMMENDATION

Adopt Resolution 50-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would create two parcels, each with a single building. The buildings could then be sold individually in the future and the project would be conditioned to maintain the common parking and access. The owner may wish to impose private conditions in the form of CC&R's to control other common maintenance needs outside the City preview.

BACKGROUND

The existing site was constructed in 1985 with two buildings on the west side of Sunrise Boulevard, just south of the Folsom South Canal crossing of Sunrise Boulevard. The project area has ample parking to support both buildings and is landscaped with mature trees and turfed planter areas. The current owner desires to split the property into two parcels, with one building on each new parcel.

Required Permits and Regulatory Basis

According to the State Subdivision Map Act and Municipal Code, a single commercial parcel may be split up into separate lots with a Parcel Map, guided by the following provisions:

1. Subdivision Map Act Section 66428 and 66444- Requirements for and the provisions to approve the subdivision of land into four or less lots.
2. RCMC Title 22, Land Development, provides the local authority under the Subdivision Map Act to subdivide land.

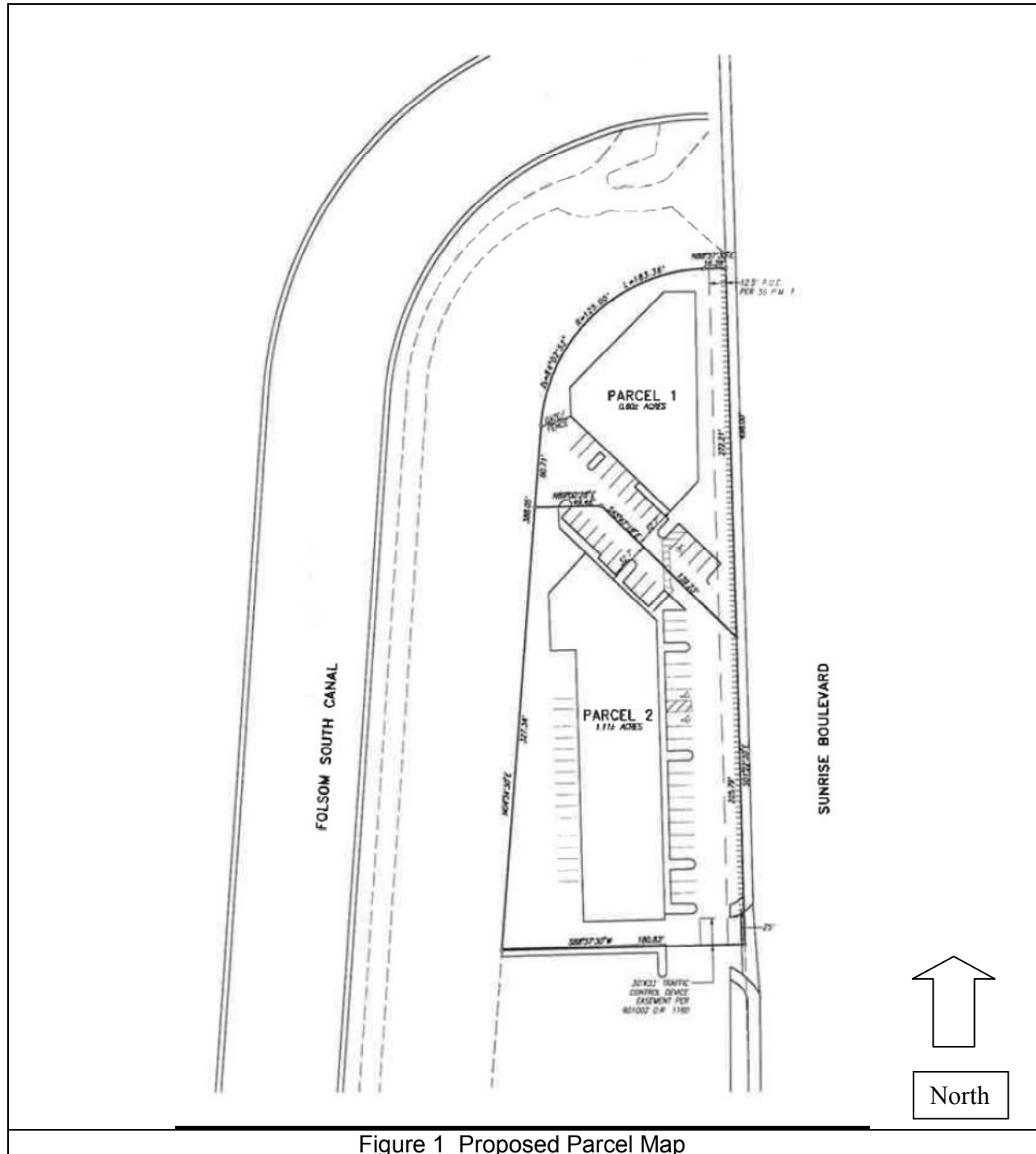


Figure 1 Proposed Parcel Map

BREIF ANAYLISIS

The current property is zoned Commercial Mixed Use, within the Sunrise Boulevard South Planning Area of the Land Use Element of the General Plan. The Zoning Code does not require a minimum lot size for new parcels in the CMU Zone; therefore the lot sizes proposed have been designed to give each lot the necessary setbacks to be code compliant. The project does not entail any exterior construction and will not change any of the site features of the lot.

The required findings to approve a map and the supporting evidence are provided within the attached resolution, accompanied by the draft conditions of approval. The conditions are not complex, due to the simple request to split one parcel into two. A condition has been requested by Sacramento Area Sewer District (SASD) regarding the sewer connection for the two buildings. The current sewer connection for the two buildings is provided by a single common connection. The SASD will require the two buildings to be individually connected to the main line in Sunrise Boulevard. An encroachment permit will be required by the City in order to cut into the street to install the new lateral to the property line.

No other off-site improvements are required by this action. A condition has been added to require the construction of commercial trash enclosures to serve the two buildings. The enclosures can be built in tandem or one on each new lot. The trash enclosure plans will be reviewed, approved and constructed prior to the recordation of the map.

ATTACHMENTS

1. Resolution 50-2013, including the Tentative Parcel Map (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. 500' Radius Map and Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 50-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A TWO LOT TENTATIVE PARCEL MAP, PROJECT NO. DD7893**

WHEREAS, 3000 Sunrise Boulevard LLC (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a two lot Parcel Map, subject to the Condition of Approval located at 3000 Sunrise Boulevard. (Assessor's Parcel Number: 072-0260-029); and

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

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

- A. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Categorically Exempt under Section 153315, Minor Land Divisions.
- B. Tentative Parcel Map

Findings: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

- A. The proposed project is consistent with the General Plan and the land use designation specified for this parcel. The current uses and buildings are consistent with the existing development standards of the General Plan designation of Commercial and the Zoning Code designation of Commercial Mixed Use. No changes to the existing uses are proposed, only the splitting of the one parcel into two.
- B. The site is physically suitable to divide the parcel into two parcels that will allow each building to be placed on its own lot. The proposed parcels will be supported by on-site parking and landscape requirements of the City of Rancho Cordova Zoning Code.
- C. The site is physically suitable for the proposed density of development. The proposed project is to divide an existing parcel into two lots, no additions or improvements are proposed at this time. The existing parking and vehicular access drives will be reciprocally joined for common use and maintenance as a condition of the map.
- D. The proposed project is categorically exempt per section 15315, Minor Land Divisions of the California Environmental Quality Act which allows the division of property in commercial parcels. The current Zoning requirements do not establish minimum lot sizes in the Commercial Zones.

ATTACHMENT 1

- E. The subdivision of one parcel into two (2) lots would allow the existing buildings to be placed on individual lots. The project will not disturb any undisturbed or contaminated soil.
- F. There are no easements within the proposed subdivision for access through or use of property. All adjacent uses have independent access driveways and all future uses will have direct access to the public rights of way. The only easements on site are for over head or underground utilities.

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:

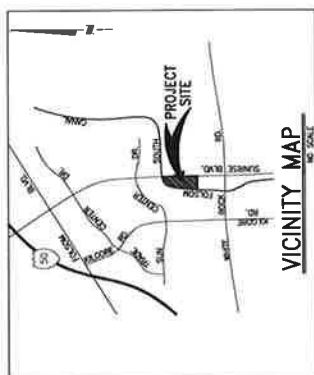
ABSTAIN:

Linda Budge, Mayor

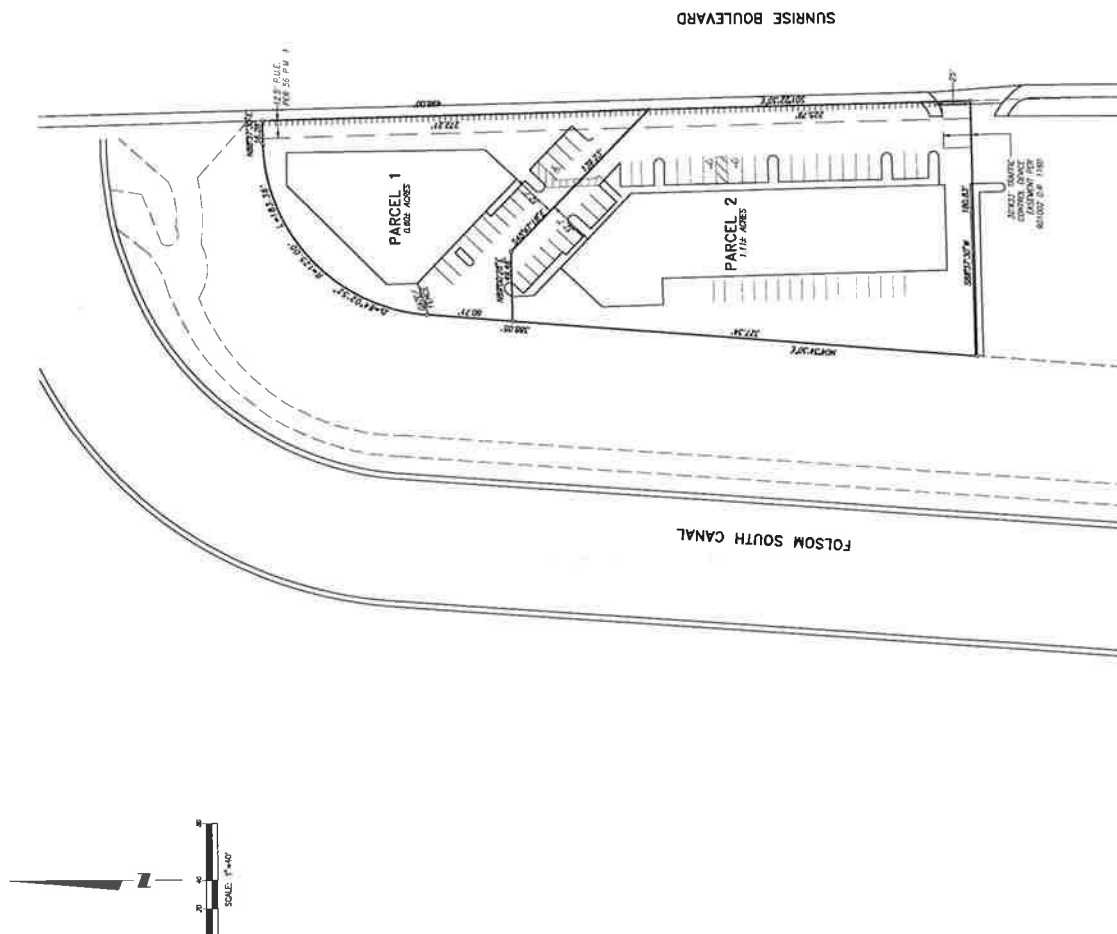
ATTEST:

Mindy Cuppy, CMC, City Clerk

TENTATIVE PARCEL MAP
3000 SUNRISE
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2013
MSA ENGINEERING, INC.
SHEET 1 OF 1
SCALE: 1"=40'



OWNER: 3000 SUNRISE LLC 10000 TRADE CENTER DR. SUITE 100 DALLAS, TEXAS 75243 (972) 635-1000	SEWER: SACRAMENTO AREA SEWER DISTRICT
DEVELOPER: SAME AS ABOVE	WATER SUPPLY: SACRAMENTO COUNTY WATER AGENCY
ENGINEER: MSA ENGINEERING 10000 TRADE CENTER DR. SUITE 100 DALLAS, TEXAS 75243 (972) 788-4458	DRAINAGE: RANCHO CORDOVA STORMWATER UTILITY
PROPOSED IMPROVEMENTS: NONE	FIRE PROTECTION: SACRAMENTO METROPOLITAN FIRE DISTRICT
EXISTING USE: COMMERCIAL	SCHOOL DISTRICT: FOLSOM CORDOVA SCHOOL DISTRICT
PROPOSED USE: COMMERCIAL	PARK DISTRICT: CORDOVA RECREATION AND PARK DISTRICT
EXISTING ZONING: CMU	ACREAGE: 1.714 AC.
PROPOSED ZONING: CMU	NUMBER OF LOTS: 2 PARCELS
ASSESSOR'S PARCEL NUMBERS: 072-0000-020	LOT SIZE: AS SHOWN



Conditions of Approval

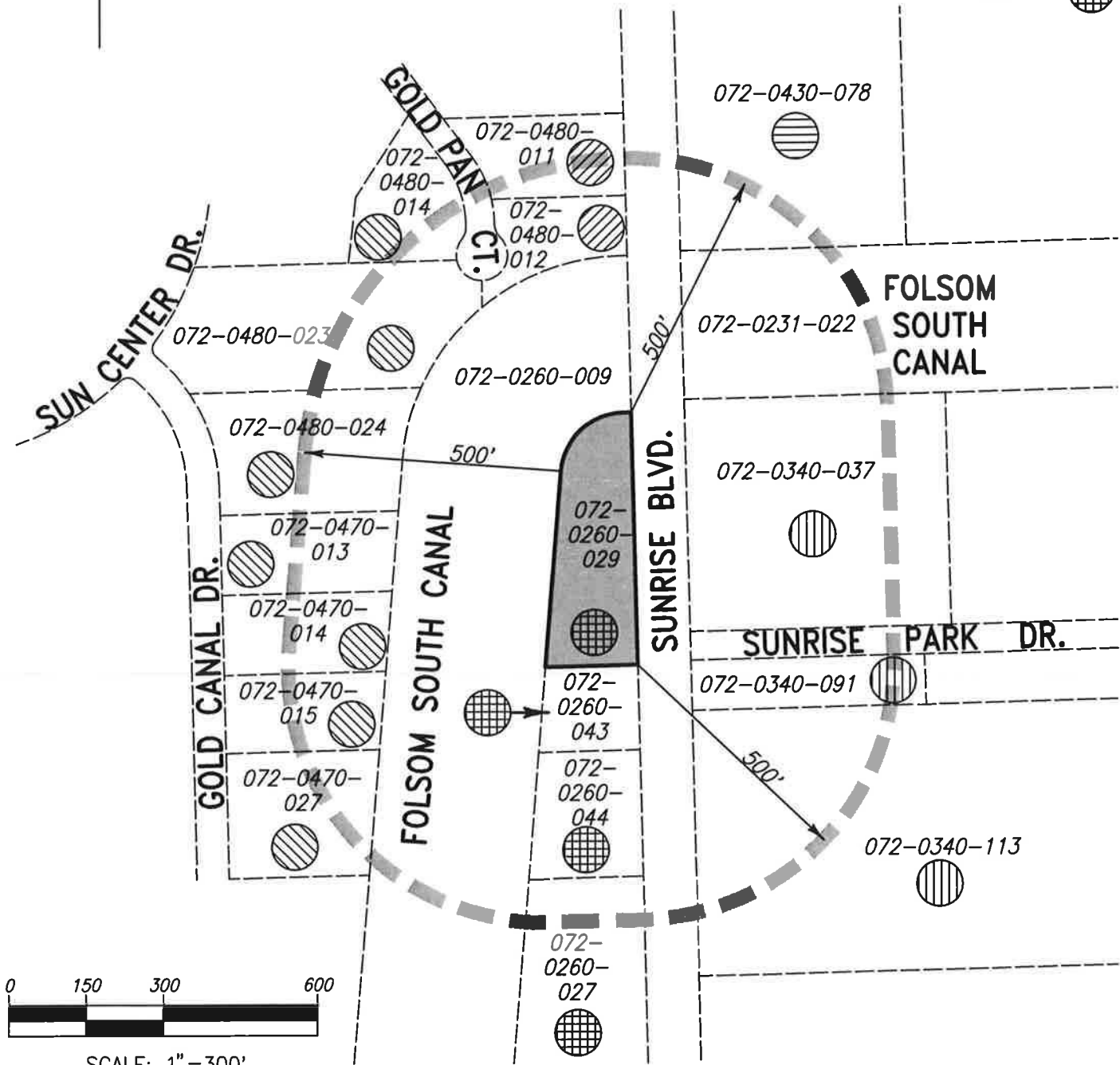
	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The approved entitlement is for a Tentative Parcel Map, to subdivide one (1) parcel (APN 072-0260-029) into two (2) parcels, as described in the City Council staff report dated May 6, 2013 and Tentative Parcel Map (Exhibit A) and the conditions herein, for project number DD7893.	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.	Planning	
3.	The owner/developer shall disclose to any future/potential owners the existing 12kV and 69kV electrical facilities.	Planning	
4.	The Tentative Parcel Map approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e).	Planning	
Prior to Final Map			
5.	Each parcel/property shall have an independent water connection. The owner/applicant shall submit a complete "Application for Water Service" along with the plan review deposit and a set of improvement plans as described in the application.	Prior to Recordation of Final Map Public Works	
6.	Applicant shall apply for an encroachment permit from the Public Works Department for any replacement of damaged sidewalk and driveways along property frontage to the satisfaction of The Public Works Department. Damaged sidewalk panels shall be replaced to the nearest	Prior to Recordation of Final Map Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	joint.			
7.	Each parcel with a sewage source shall have a separate connection to the Sacramento Area Sewer District public sewer system. In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure will be required.	Prior to Recordation of Final Map	Public Works	
8.	The property is currently connected to public sewer. Sewer service shall continue to be provided by Sacramento Area Sewer District (SASD) infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of SASD. SASD Design Standards apply to any sewer construction and/or modification.	Prior to Recordation of Final Map	Public Works	
9.	Additional sewer impact fee may be required and if required, must be paid before recordation of parcel map. Contact PSU at 916-876-6100 for further information on sewer impact fee.	Prior to Recordation of Final Map	Public Works	
10.	Sidewalk and driveway repairs shall be accepted as complete.	Prior to Recordation of Final Map	Public Works	
11.	Applicant shall provide a signed copy of a Reciprocal Access and Parking Agreement giving new parcels 1 and 2 equal rights of parking and access between the properties.	Prior to Recordation of Final Map	Planning	
12.	Submit a site plan for review and approval for two onsite trash enclosures, or one multi-bin enclosure, per the Zoning Code Section 23.731.080 A5. Enclosures shall be constructed prior to the recordation of the map.	Prior to Recordation of Final Map	Planning	

LEGEND

- LIBP 
- OIMU 
- M-1 
- M-2 
- CMU 



CALC:
DRN:
CKD:
APRVD:

500' RADIUS MAP
3000 SUNRISE BLVD. PARCEL MAP
CITY OF RANCHO CORDOVA
MSA ENGINEERING, INC.
ROSEVILLE, CALIFORNIA

DATE: 03/13
SCALE: 1"=300'
FB: N/A

AGENDA ITEM 13.1

APN 072-0231-022-0000

UNITED STATES OF AMERICA
PO BOX 3530
RANCHO CORDOVA CA 95741

APN 072-0340-037-0000

BEDROSIAN SUNRISE LLC
4285 N GOLDEN STATE BLVD
FRESNO CA 93722

APN 072-0470-015-0000

TRISTAR
3017 GOLD CANAL DR
RANCHO CORDOVA CA 95670

APN 072-0480-024-0000
ENERGY OPERATIONS
MANAGEMENT INC
2981 GOLD CANAL DR
RANCHO CORDOVA CA 95670

APN 072-0340-091-0000

JOSEPH L S CHEUNG
3517 BLANCHETTE WAY
RANCHO CORDOVA CA 95670

APN 072-0470-027-0000

GUIDED WAVE
3033 GOLD CANAL DR #100
RANCHO CORDOVA CA 95670

APN 072-0260-027-0000

KELLY-MOORE PAINTS
3054 SUNRISE BLVD. #A
RANCHO CORDOVA CA 95742

APN 072-0470-014-0000
STANLEY R ZIMMERMAN
REVOCABLE TRUST
6363 CHRISTIE AVE #2517
EMERYVILLE CA 94608

APN 072-0480-023-0000

SFC LEASING LP
3430 LUYUNG DR
RANCHO CORDOVA CA 95742

APN 072-0260-029-0000

3000 SUNRISE LLC
10933 TRADE CNTR DR #106
RANCHO CORDOVA CA 95670

APN 072-0430-078-0000

CONRAD URATA 2 LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

APN 072-0480-012-0000

NO SWETT COMMERCIAL LLC
74067 KINGSTON CT
PALM DESERT CA 92211

APN 072-0260-009-0000

UNITED STATES OF AMERICA
SUNRISE BLVD
CA 95742

APN 072-0470-013-0000

CHRISTOPHER D WIGHT
301 UNIVERSITY AVE #100
SACRAMENTO CA 95825

APN 072-0480-014-0000

INTERSTATE PROPERTIES LLC
8700 AUBURN FL SM RD #500
GRANITE BAY CA 95746

APN 072-0260-044-0000

THREE OAKS PROPERTIES L
PO BOX 2703
CARMICHAEL CA 95609
APN 072-0470-014-0000

GOLDEN STATE WATER
3005 GOLD CANAL DR.
RANCHO CORDOVA CA 95670

APN 072-0340-037-0000

BEDROSIAN
2995 SUNRISE BLVD.
RANCHO CORDOVA CA 95742

APN 072-0470-015-0000

TRISTAR GOLD CANAL PROPS LLC
100 OCEANGATE #700
LONG BEACH CA 90802

APN 072-0480-012-0000

CARPET PLUS
2943 GOLD PAN CT
RANCHO CORDOVA CA 95670

APN 072-0260-043-0000

MICHAEL A LEDBETTER
25431 CABOT RD #102
LAGUNA HILLS CA 92653

APN 072-0470-027-0000
LINDA J & KATHERINE A
RUGGERI

1408 VANCOUVER AVE
BURLINGAME CA 94010

APN 072-0260-027-0000

EMILY M DISNEY TRUST
16528 CORTE PAULINA
POWAY CA 92064

APN 072-0340-113-0000

TRI TOOL INC
3041 SUNRISE BLVD
RANCHO CORDOVA CA 95742
APN 072-0480-011-0000

MARILYN D WEBER
1401 BIRCHWOOD LN
SACRAMENTO CA 95822

MEMORANDUM



DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION READOPTING THE UPDATED TRANSPORTATION DEVELOPMENT IMPACT FEE PROGRAM AND NEXUS STUDY

RECOMMENDATIONS

Adopt Resolution No. 46-2013.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 46-2013 will rescind Resolution No. 7-2013 and adopt a revised Fee Schedule, correcting the Fee Schedule previously adopted in January 2013, which inadvertently left out administrative costs from the residential fees in the infill area (Area 1). The inclusion of administrative costs will not increase the fees in place prior to the updated Transportation Development Impact Fee Program and Nexus Study.

BACKGROUND

On January 22, 2013, the Council approved an updated nexus study for the Citywide Transportation Development Impact Fee (TDIF) Program that implemented the Council direction to reduce the fee in the new development area. The fees in the infill area remained unchanged with the exception that the industrial rate was reduced to be consistent with the reduced fees in the new development area. On that date, Council adopted Resolution No. 7-2013 with a revised Fee Schedule to implement the reduced fees. The Fee Schedule was intended to show all fees inclusive of administrative charges.

DISCUSSION

The Fee Schedule needs to be readopted to correct an error in displaying the rates for the residential rates in the infill area. No fees are being increased. All of the rates shown on the fee schedule attached to Resolution No. 7-2013 are displayed inclusive of administrative changes with the inadvertent exception of the residential rates in Area 1. The revised Fee Schedule attached as **Exhibit A** to **Resolution No. 46-2013** for adoption tonight, correctly displays all of the infill rates inclusive of administrative charges consistent with all of the other rates shown. The following table on the next page shows the redline changes from the previously adopted Fee Schedule.

Corrected Transportation Development Impact Fees Effective January 1, 2013			
		Previously Adopted	
		Area 1 Infill	Area 2 New Development
Single Family Detached >1,200 SF	<i>per Unit</i>	\$ 8,900 \$9,077	\$ 15,499
Single Family Detached ≤1,200 SF	<i>Per Unit</i>	\$ 5,941 \$6,060	\$ 13,639
Single Family Attached	<i>per Unit</i>	\$ 5,941 \$6,060	\$ 13,639
Multi-Family	<i>per Unit</i>	\$ 5,793 \$5,909	\$ 10,849
Commercial	<i>per SF</i>	\$ 8.53	\$ 11.37
Office	<i>per SF</i>	\$ 8.26	\$ 8.73
Industrial/Manufacturing (entire City)	<i>per SF</i>	\$ 4.45	\$ 4.45
[1] Fee rates are inclusive of administrative charges			
[2] For land uses not shown on this table, the Public Works Director shall determine the applicable rates utilizing the cost per DUE and trip generation data produced by the Institute of Transportation Engineers or other equivalent method.			

IMPLEMENTATION OF THE CORRECTED FEE SCHEDULE

Staff is requesting that Council adopt Resolution No. 46-2013, rescinding Resolution No. 7-2013 and adopting the corrected Fee Schedule.

ATTACHMENTS

1. Resolution No. 46-2013 (with Exhibit A Fee Schedule)
2. Resolution No. 7-2013

CITY OF RANCHO CORDOVA

RESOLUTION NO. 46-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
RESCINDING RESOLUTION NO. 7-2013 AND ADOPTING THE UPDATED CITYWIDE
TRANSPORTATION DEVELOPMENT IMPACT FEE PROGRAM AND NEXUS STUDY**

WHEREAS, the Citywide Transportation Development Impact Fee (TDIF) was approved by Council on November 7, 2005 at the rates established by Resolution No. 127-2005 and was permanently established through Ordinance No. 33-2005; and

WHEREAS, on October 15, 2007, the Council adopted Resolution No. 122-2007 readopting the findings and continuing the fees imposed by Resolution No. 127-2005 until a new fee schedule is adopted as part of a Transportation Impact Fee Program Update; and

WHEREAS, consultants retained by the City have prepared an updated Transportation CIP Development Impact Fee Program, DKS Associates, December 2012 and an updated TDIF Program Nexus Study, Goodwin Consulting Group, January 2013, which are incorporated herein by this reference; and

WHEREAS, on January 22, 2013, Council conducted a public hearing on the update to the TDIF Program, including the Nexus Study, and approved the Nexus Study and updated fee schedule by the adoption of Resolution No. 7-2013; and

WHEREAS, subsequent to the adoption of Resolution No. 7-2013, staff discovered an error in the Fee Schedule contained in Resolution No. 7-2013. The residential rates adopted for the "Area 1 Infill" inadvertently excluded administrative charges. Including administrative charges as part of the rates is consistent with the previous rates and the Nexus Study; and

WHEREAS, in order to correct the Fee Schedule, it is necessary to rescind Resolution No. 7-2013 and adopt the corrected fee schedule attached hereto as **Exhibit A**; and

WHEREAS, the City Council desires to implement the updated Fee Schedule detailed in **Exhibit A**, retroactive to January 1, 2013; and

WHEREAS, the City can adopt the Fee Schedule retroactive to January 1, 2013, since the adoption of this Resolution will not result in the increase of fees or impose new fees than the those in place prior to the approval of the Nexus Study and adoption of the new Fee Schedule; and

WHEREAS, on May 6, 2013, the Council held a noticed public hearing on the update to the TDIF Program including the Nexus Study. The TDIF Program and Nexus study have not changed since the public hearing on January 22, 2013. Only the residential rates adopted for the "Area 1 Infill" have changed to add the administrative component.

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

Section 1. Recitals.

The above recitals are true and correct.

Section 2. Rescission of Resolution No. 7-2013.

Resolution No. 7-2013, adopted by Council on January 22, 2013, is hereby rescinded in its entirety.

Section 3. Findings.

The Council finds and determines that:

- A. The purpose of the Transportation Development Impact Fee Program and the transportation development impact fee is to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program.
- B. The use of the Transportation Development Impact Fees is to fund the transportation improvements identified in the Transportation Development Impact Fee Program and to fund administration of the Fee Program.
- C. There is a reasonable relationship between the use of the Transportation Development 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 roadway, transit and/or pedestrian improvements, and are not imposed on projects that do not contribute to such need, as further set forth in the Nexus Study.
- D. There is a reasonable relationship between the need for the identified transportation 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 Transportation Development Impact 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 Nexus Study.
- E. There is a reasonable relationship between the amount of the Transportation Development Impact Fees and the cost of the identified transportation improvements or portion of the identified transportation improvements attributable to the development on which the fees are imposed. As discussed in the Nexus Study, the amount of the Transportation Development Impact Fees is based on the type of development at issue, the number of building permits being generated by such development, and the anticipated impact of such development on the City's transportation system. The amount of the fees contemplates the relationship between such development's impact and the cost of roadway improvements that will be required to offset the impacts of such development.

Section 4. Approval of Fees and Nexus Study.

The updated Citywide Transportation Development Impact Fee Program and Nexus Study are hereby adopted. The fees set forth in The Transportation Development Impact Fee Schedule, attached hereto as **Exhibit A**, are hereby approved retroactive to January 1, 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 TDIF Program.

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:

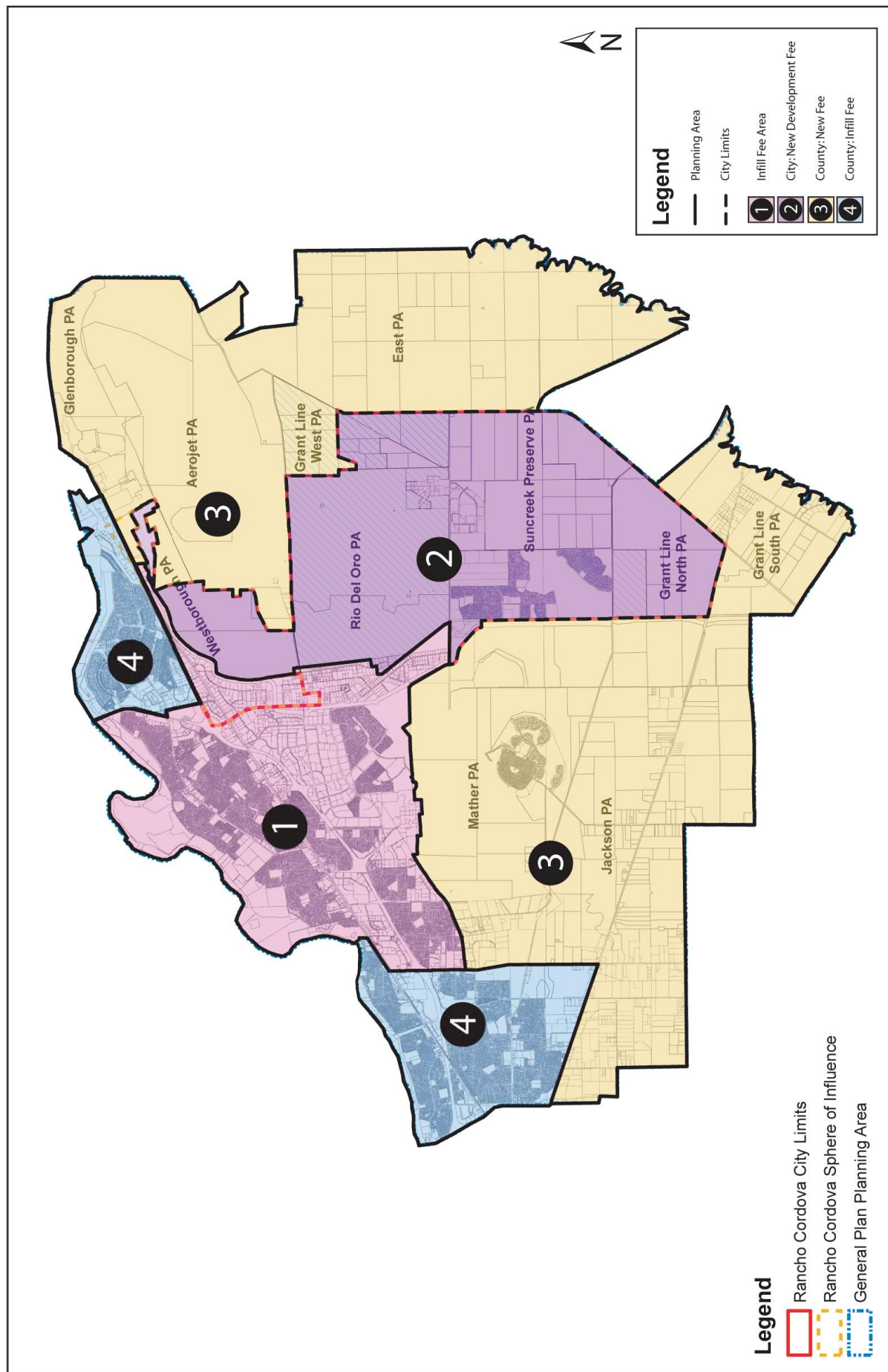
Mindy Cuppy, CMC, City Clerk

EXHIBIT A

TRANSPORTATION DEVELOPMENT IMPACT FEES		
Effective January 1, 2013		
	Area 1 Infill	Area 2 New Development
Single Family Detached, greater than 1,200 SF	\$9,077 <i>per Unit</i>	\$15,499 <i>per Unit</i>
Single Family Detached, less than or equal to 1,200 SF	\$6,060 <i>per Unit</i>	\$13,639 <i>per Unit</i>
Single Family Attached	\$6,060 <i>per Unit</i>	\$13,639 <i>per Unit</i>
Multi-Family	\$5,909 <i>per Unit</i>	\$10,849 <i>per Unit</i>
Commercial	\$ 8.53 <i>per SF</i>	\$11.37 <i>per SF</i>
Office	\$ 8.26 <i>per SF</i>	\$ 8.73 <i>per SF</i>
Industrial/Manufacturing	\$ 4.45 <i>per SF</i>	\$ 4.45 <i>per SF</i>

[1] All fee rates shown are inclusive of administrative charges

[2] For land uses not shown on this table, the Public Works Director shall determine the applicable rates utilizing the cost per DUE and trip generation data produced by the Institute of Transportation Engineers or other equivalent method.



CITY OF RANCHO CORDOVA**RESOLUTION NO. 7-2013****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE UPDATE TO THE CITYWIDE TRANSPORTATION DEVELOPMENT
IMPACT FEE PROGRAM AND NEXUS STUDY**

WHEREAS, the Citywide Transportation Development Impact Fee (TDIF) was approved by Council on November 7, 2005 at the rates established by Resolution No. 127-2005 and was permanently established through Ordinance No. 33-2005;

WHEREAS, on October 15, 2007, the Council adopted Resolution No. 122-2007 readopting the findings of and continuing the fees as imposed by Resolution No. 127-2005 until a new fee schedule is adopted as part of a Transportation Impact Fee Program Update;

WHEREAS, the consultants retained by the City have prepared an updated Transportation CIP Development Impact Fee Program, DKS Associates, December 2012 and an updated TDIF Program Nexus Study, Goodwin Consulting Group, January 2013, which are by this reference incorporated herein;

WHEREAS, the City Council desires to implement the updated fee schedule detailed in **Exhibit A** attached, retroactive to January 1, 2013;

WHEREAS, on this date, January 22, 2013, the Council commenced a public hearing on the update to the TDIF Program including the Nexus Analysis, 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 Transportation Development Impact Fee Program and the transportation development impact fee is to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program.
 - b. The use of the Transportation Development Impact Fees is to fund the transportation improvements identified in the Transportation Development Impact Fee Program and to fund administration of the Fee Program.
 - c. There is a reasonable relationship between the use of the Transportation Development 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 roadway, transit and/or pedestrian improvements, and are not imposed on projects that do not contribute to such need, as further set forth in the Nexus Study.

- d. There is a reasonable relationship between the need for the identified transportation 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 Transportation Development Impact 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 Nexus Study.
- e. There is a reasonable relationship between the amount of the Transportation Development Impact Fees and the cost of the identified transportation improvements or portion of the identified transportation improvements attributable to the development on which the fees are imposed. As discussed in the Nexus Study, the amount of the Transportation Development Impact Fees is based on the type of development at issue, the number of building permits being generated by such development, and the anticipated impact of such development on the City's transportation system. The amount of the fees contemplates the relationship between such development's impact and the cost of roadway improvements that will be required to offset the impacts of such development.
2. **Approval of Fees.** The updated TDIF Program and Nexus Study are hereby adopted. The fees as set forth in **Exhibit A** attached hereto, are hereby approved retroactive to January 1, 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 transportation development impact fee program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 22nd day of January, 2013, by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: None.


Linda Budge, Mayor

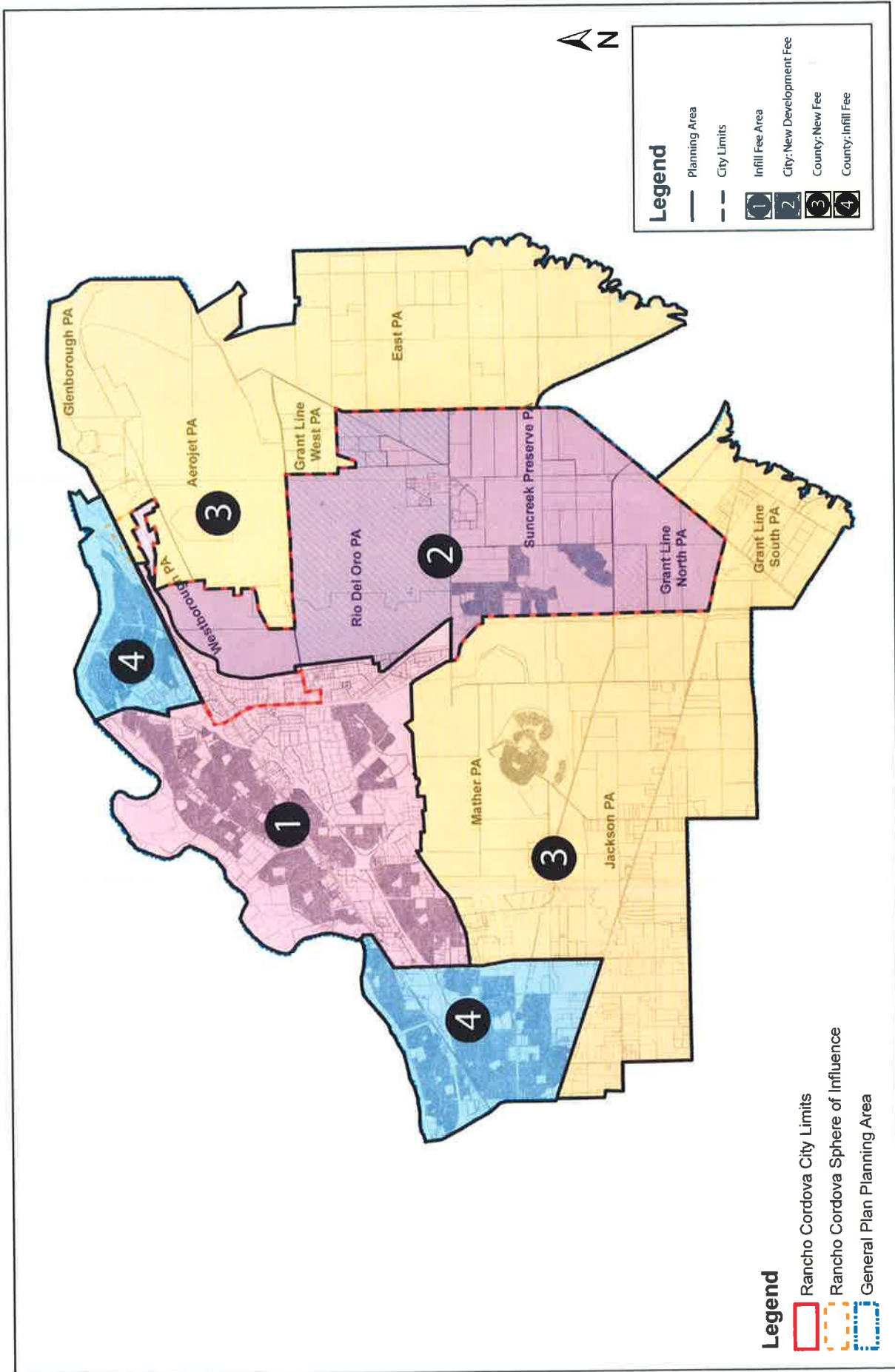
ATTEST:


Mindy Cuppy, GMC, City Clerk

TRANSPORTATION DEVELOPMENT IMPACT FEES		
Effective January 1, 2013		
	Area 2 New Development	Area 1 Infill
Single Family Detached, greater than 1,200 SF	\$15,499 <i>per Unit</i>	\$8,900 <i>per Unit</i>
Single Family Detached, less than or equal to 1,200 SF	\$13,639 <i>per Unit</i>	\$5,941 <i>per Unit</i>
Single Family Attached	\$13,639 <i>per Unit</i>	\$5,941 <i>per Unit</i>
Multi-Family	\$10,849 <i>per Unit</i>	\$5,793 <i>per Unit</i>
Commercial	\$11.37 <i>per SF</i>	\$ 8.53 <i>per SF</i>
Office	\$ 8.73 <i>per SF</i>	\$ 8.26 <i>per SF</i>
Industrial/Manufacturing	\$ 4.45 <i>per SF</i>	\$ 4.45 <i>per SF</i>

[1] Fee rates are inclusive of administrative charges

[2] For land uses not shown on this table, the Public Works Director shall determine the applicable rates utilizing the cost per DUE and trip generation data produced by the Institute of Transportation Engineers or other equivalent method.



MEMORANDUM

DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Jessica Hayes and Dana Grossi, Housing Services Division

SUBJECT: **RESOLUTION APPROVING AND ADOPTING THE 2013-14 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN**



RECOMMENDATION

Approve and adopt Resolution 43-2013.

RESULT OF RECOMMENDED ACTION

City Manager will submit the 2013-14 Community Development Block Grant Action Plan to HUD and will direct staff to make any technical modifications as necessary.

BACKGROUND

Summary

Each year the City receives an entitlement allocation of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The CDBG program funds infrastructure, neighborhood improvements, and other community planning and development programs. The grant also helps the City to fund needed services in the community, including programs for seniors, homeless and near-homeless, and disadvantaged youth. For FY 2013-14, the City has not yet received a final determination of funding from HUD. For purposes of planning efforts, the City is assuming a CDBG allocation of approximately \$530,000 for the 2013-14 program year. This proposed Action Plan will be revised if the final funding determination is more than a 15% deviation from the estimates presented in this plan, as per the City's policy for Action Plan amendments.

The Action Plan is an annual report that HUD requires recipients of CDBG funds to produce. This one-year budget plan addresses the community development and low-and moderate-income housing needs in the City. Action Plans specify funding amounts for different projects, services, and programs proposed by staff. The 2013-14 Action Plan will be the third Action Plan in the implementation of the five-year Consolidated Plan for the period 2011-2016.

CDBG Program

The federal objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for low- and moderate-income persons (below 80 percent of area median income). At least 70

percent of the City's CDBG funds must be used for activities that benefit low- and moderate-income persons.

All activities must meet one of the following national objectives for the program: 1) benefit low- and moderate-income persons; 2) prevent or eliminate slum or blight; or 3) meet a community development need having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

CDBG funds may be used for a variety of community development activities, including acquisition of real property, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, public services, and economic development and job creation/retention activities.

Action Plan

In order to receive CDBG funds, the City is required to prepare an annual budget plan, called the Action Plan. The Action Plan is the implementing document for the Consolidated Plan, a five-year plan for the City's housing, community development, economic development, infrastructure, and community service goals. The Action Plan identifies the projects to be funded and goals to be accomplished during the CDBG fiscal year.

The 2013-14 program year marks the eighth year the City will receive its CDBG funding as a formula allocation directly from HUD, and the third year under the current Consolidated Plan for the period 2011-2016. In past program years, the City has funded a variety of projects that provided services to low- and moderate-income households. These projects included but were not limited to housing repair, homeless prevention services, fair housing services, youth programs, senior meal programs, and public facility improvements. The 2013-14 Action Plan continues to support these efforts.

Funding Process

In February 2013, a CDBG application package was made available to all those who were interested in submitting requests for CDBG funding of eligible activities. A Request for Proposals (RFP) was advertised in the *Grapevine* and posted on the City's website. The application period began on February 15th and ended on March 31st, and an application workshop was advertised for anyone interested in receiving CDBG funds. The RFP advertised between \$100,000 and \$150,000 that staff estimated to be available for capital improvement projects.

To save time and administrative costs on the City, Housing Services staff has implemented two-year subrecipient agreements for organizations providing CDBG services. These organizations include the Folsom Cordova Community Partnership (provides after-school youth mentoring), Meals on Wheels (meals provided to seniors), Sacramento Self-Help Housing (homeless/near-homeless housing counseling), and Cordova Neighborhood Church (Respite C.L.U.B.) The two-year contracts, entered into in 2012-13, enter their second year this 2013-14 program year. The City has contracted with these organizations in the past for the CDBG services they provide, and is confident with their capacity to report regularly on activities performed.

Funding Requests

Program funds are divided into three categories: Administration (20%), Services (15%) and Capital Improvements/Programs (65%). As described in the previous paragraph, the Services component of the 2013-14 CDBG program year is proposed to consist of four subrecipients that will continue to receive funding for the services they provided in the 2012-13 program year. The City did not receive applications for capital improvements programs during the recent application period. The recommended funding levels in the table below generally reflect modest reductions from last year's allocations. The table shows the activity name, description of activity, proposed output, and proposed funding amount.

The Project and Service programs identified in the proposed 2013-14 CDBG Action Plan (**Attachment 1**) are those projects/programs recommended to be most likely to succeed and to be responsive to the needs of our community. Of primary importance to staff when reviewing applications for CDBG funding is the capability of applicants to expend grant funds in a timely manner as well as the applicants' ability to maintain compliance with CDBG regulations while producing the greatest benefit to the City. Consideration was given to a variety of thresholds that projects must meet to comply with CDBG objectives.

PROPOSED CDBG ACTIVITIES AND PROJECTS: PROGRAM YEAR 2013-2014

	Activity Name	Description	Output	Funding
Housing				
	Rental Housing Inspection Program	Inspect rental units in CDBG target areas to find and correct code violations.	800 homes inspected	\$73,500
	Code Enforcement	Provide code enforcement services in CDBG target areas	800 homes inspected	\$73,500
	Emergency Repair Loan Program	Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)	15 loans made	\$97,500
Public Facilities				
	Police Activities League (PAL)	Supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2013-2014 program year)	1 public facility acquired and renovated	\$0*

	Activity Name	Description	Output	Funding
	Soil Born Farms	Planning and construction of ADA improvements to existing infrastructure at Soil Born Farms	Planning and construction of ADA improvements	\$0*
	Public Works ADA Improvements	Sidewalk repair and gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs	1 public works project completed	\$100,000
Public Services				
	Group Mentoring Initiative	Provide youth support and improve community involvement through intensive one-on-one youth mentoring	80 youth served	\$17,000
	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center.	205 seniors provided meals	\$34,000
	Sacramento Self-Help Housing	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	75 households provided counseling	\$18,000
	Respite CLUB	Provides senior respite day care services to seniors with severe memory loss.	24 seniors provided day care services	\$7,000
	Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints.	30 households provided assistance and education	\$3,500 Services Funding (in addition to \$16,000 from Planning and Admin.)

Activity Name		Description	Output	Funding
Planning and Administration				
	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	\$106,000 (\$16,000 of this total to be used to further Fair Housing efforts)

* Project was funded in previous program year(s), and is expected to be completed during the 2013-2014 program year.

ATTACHMENTS

1. Resolution No. 43-2013.
2. Proposed 2013-14 CDBG Action Plan.
3. PowerPoint Presentation – Public Hearing.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 43-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING AND ADOPTING THE 2013-14 COMMUNITY DEVELOPMENT BLOCK GRANT
ACTION PLAN, AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE ACTION PLAN
TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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

WHEREAS, there has been presented to, and reviewed by this City Council, the 2013-2014 CDBG Action Plan (Action Plan), which describes programs to be funded, in compliance with the goals and objectives of the 2011-2016 Consolidated Plan, for the 2013-2014 program year; and

WHEREAS, there has been presented to, and reviewed by this City Council, Certifications to the U.S. Department of Housing and Urban Development (HUD), including those regarding affirmatively furthering fair housing, anti-displacement and relocation plan, drug free workplace, anti-lobbying, authority of jurisdiction, consistency with strategic plan, citizen participation, community development plan, following Consolidated Plan, use of funds, prohibition of excessive force, compliance with anti-discrimination laws, and lead-based paint; and

WHEREAS, the City has not yet received the annual application form for CDBG funding (Standard Form 424), and is awaiting an annual funding amount from HUD; and

WHEREAS, the Action Plan, and a notice of the 30-day public comment period, have been published for citizen comment prior to forwarding the documents to City Council for approval, which comment period will remain open for the full 30 days continuing after this hearing; and

WHEREAS, the City Council held public hearings on May 6, 2012 to provide an opportunity for the public to comment on the information provided in the Action Plan.

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

1. Approves the adoption of Resolution 43-2013, which approves:
 - a. The Action Plan, which serves as the CDBG budget for July 1, 2013 to June 30, 2014 (FY 2013-14);
 - b. Certifications required by HUD that state the City of Rancho Cordova will continue to conduct its activities in accordance with applicable statutes and regulations governing the CDBG program, as identified in the Certifications in Appendix A of the Action Plan.

ATTACHMENT 1

2. Authorizes the City Manager, or his designee, to execute and file the Application, Certifications, and all documents, including the Action Plan and SF 424, that are required to receive CDBG funding, for and on behalf of the City of Rancho Cordova, and to make minor changes to those documents where necessary.

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

2013-2014 Action Plan

Community Development Block Grant



DRAFT

April 22nd, 2013

TABLE OF CONTENTS

Executive Summary	1
Objectives	1
Outcomes	3
Evaluation of Past Performance	4
Citizen Participation	5
Introduction	5
Resources	5
Activities to be Undertaken	6
Housing Activities	9
Public Facilities	10
Public Services	11
Planning and Administration Activities	13
Geographic Distribution	14
Homeless and Other Special Needs Populations	16
Obstacles to Addressing Underserved Needs	17
Foster and Maintain Affordable Housing	17
Analysis of Impediments Compliance	20

APPENDICES (APPENDICES WILL BE ADDED TO ACTION PLAN DOCUMENT AFTER
CITY COUNCIL ADOPTION)

Appendix A: SF-424 and Certifications

Appendix B: Resolution

Appendix C: Public Hearing and Public Comments

Appendix D: Project Descriptions

LIST OF TABLES

Table 1	Proposed CDBG Activities and Projects: Fiscal Year 2013-2014	7
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LIST OF FIGURES

Figure 1	Rancho Cordova CDBG Target Area	15
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EXECUTIVE SUMMARY

The 2013-2014 Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Rancho Cordova. It is the third Action Plan in the implementation of the City's five-year Consolidated Plan for the period 2011-2016. City Housing Services Division staff are responsible for implementing both the Consolidated Plan and the Annual Action plan. The City plans to use a variety of funding sources to meet its housing and community development needs, including Local Housing Trust Fund money, Community Development Block Grant (CDBG), and CalHome funds, as well as other local funds.

The City has not yet received the final determination of 2013-2014 program year funding from the U.S. Department of Housing and Urban Development, which administers the CDBG program. This Action Plan will be revised if the final funding determination is more than a 15% deviation from the estimates presented in this Action Plan, as per the City's policy for Action Plan amendments. For the purposes of planning efforts, the City is assuming a CDBG allocation of approximately \$530,000 for the 2013-2014 program year.

In the previous program year, City staff entered into 2-year contracts with its subrecipients providing CDBG funded services. These organizations include: Folsom Cordova Community Partnership (FCCP), Meals on Wheels (MOW), Sacramento Self-Help Housing (SSH), and Respite C.L.U.B. by the Cordova Neighborhood Church (CNC). The City has contracted with these organizations in the past for the CDBG services they provide, and is confident in their capacity to report regularly on activities performed. To save time and administrative burden on the part of both the City and the organizations, staff implemented 2-year contracts to allow for a continuation of these services through the 2013-2014 program year. All subrecipients will be reporting achievements on an annual basis, which will be reported through IDIS and the Consolidated Annual Performance Evaluation Report (CAPER). In its Request for Proposals for 2013-2014 program year funding, the City advertised funding availability for capital improvements projects only. The City received no applications for CDBG funding for this upcoming year.

Throughout the process of drafting the Action Plan, City staff encouraged citizen participation and feedback. Staff invited residents to attend a Public Hearing and provide feedback on the proposed 2013-2014 Action Plan, and gave individuals an opportunity to review the draft document. The document was made available at City Hall, the local library, and on the City's website. Staff provide key objectives below, based on feedback received and staff's knowledge of services and infrastructure needs in the community.

OBJECTIVES

The City's key objectives for the 2013-2014 funding period are based on the public surveys used in the 2011-2016 Consolidated plan and include the following:

- Improve housing opportunities, accessibility, affordability, and sustainability:
 - Continue to fund the City’s Emergency Repair Loan Program to make it possible for more residents to receive emergency health and safety repairs to their homes.
 - Continue to arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, and continuing code enforcement efforts.
- Continue assisting community-based organizations with funding that allows them to provide new or expanded services to target low-income residents, especially seniors and youth;
- Improve accessibility to public facilities for youth and seniors, primarily providing after school activities through PAL and daytime activities for seniors at the Cordova Senior Center.
- Improve accessibility, including ADA improvements, to public infrastructure, such as sidewalks, crosswalks, and other public facilities, that increase public safety and improve the living environment of the City.

OUTCOMES

The City's housing outcomes for this planning period (July 1, 2013 – June 30, 2014) are primarily directed at providing needed services for youth, homeless, and seniors in the community, improving accessibility to community facilities, and providing funding for our Emergency Repair Loan Program to give more residents a chance to receive emergency health and safety repairs in their homes.

The City intends to continue to fund five public services programs, which are expected to benefit approximately 560 residents in the 2013-2014 program year:

- Senior Nutrition Services, which provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. The City signed a two year contract with MOW for these services in the 2012-2013 program year.
- Group Mentoring Initiative, which provides youth support and improves community involvement through intensive one-on-one youth mentoring. The City signed a two year contract with FCCP for these services in the 2012-2013 program year.
- Sacramento Self-Help Housing, which provides services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing. The City signed a two year contract with SSH for these services in the 2012-2013 program year.
- Respite CLUB, which provides affordable, senior respite day care services to senior with severe memory loss. The City signed a two year contract with CNC for these services in the 2012-2013 program year.
- Fair Housing services provided to residents by a Fair Housing Representative within the City's Neighborhood Services Division. The City implemented this service during the midyear amendment of the 2012-2013 Action Plan.

The City also plans to fund various capital improvements projects to benefit the community:

- City will continue to fund its Rental Housing Inspection Program, in which the Neighborhood Services Department inspects rental units in CDBG target areas to find and correct code violations.
- City will also continue funding its Code Enforcement activities, in which Neighborhood Services Code Enforcement officials provide code enforcement services in CDBG target areas.

- The City plans to continue funding the Emergency Repair Loan Program (ERLP), so that residents may continue to receive needed health and safety repairs to their homes.
- The City has already funded (through previous years' CDBG monies) and will supervise the acquisition and renovation of a community facility for at risk youth, which is expected to benefit at least 250 youth the first year of operation. The Police Activities League (PAL) will provide after-school activities to low-and moderate-income youth.
- Additionally, the City funded ADA accessibility upgrades for Soil Born Farms, a non-profit community farm that provides educational services and access to fresh food and community garden facilities to low and moderate income residents. This project was funded through the 2012-2013 program year, but is expected to be completed in the 2013-2014 program year.

EVALUATION OF PAST PERFORMANCE

The 2012-2013 program year is still in progress, and the Consolidated Annual Performance and Evaluation Report (CAPER) will be available for review in August of 2013. The CAPER for the previous 2011-12 program year was accepted by HUD as adequate, and is available on the City's website for viewing.

CITIZEN PARTICIPATION PROCESS

The City utilized the 2011-2016 Citizen Participation Plan in the creation of this Action Plan. The 2013-2014 Action Plan was presented at a City Council meeting on May 6th for Council approval. This Action Plan was noticed on April 19^h, and made available for public comment, which extended through May 23rd. According to the City's Citizen Participation Plan, the Public Comment Period must be open for a minimum of 30 days. This means that the Public Comment Period extended beyond the Council's adoption date. Any public comments received after Council adoption will be included in an amended Action Plan that will be presented to both City Council and HUD for approval.

Any public comment the City receives will be included in the Appendix to this document.

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) requires all government entities receiving federal Community Development Block Grant (CDBG) funds to prepare an Annual Action Plan. The Action Plan outlines funding priorities and discusses how activities will meet the community needs identified in the Consolidated Plan. The activities described in this Action Plan are proposed to be undertaken during the period between July 1, 2013 and June 30, 2014.

The major objectives of activities undertaken during the 2013-2014 funding year will be the furthering of issues identified in the 2011-2016 Consolidated Plan, which include efforts to:

- Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, and by increasing code enforcement efforts;
- Assist community-based organizations with funding that allows them to provide new or expanded services to target low-income residents, especially seniors and youth;
- Improve accessibility to public facilities for youth primarily through after school activities.
- Improve accessibility to public infrastructure around the City, including public right-of-way, sidewalk, crosswalks, and removal of other ADA barriers.

RESOURCES

The City of Rancho Cordova has not yet received a 2013-2014 CDBG funding allocation from the U.S. Department of Housing and Urban Development (HUD). As such, stated funding amounts in this document are estimates of funding to be received from HUD for this program

year. While some residents in the City may live in Section 8 properties or use Housing Choice Vouchers (formerly Section 8), these programs are managed by the local public housing authority, Sacramento Housing and Redevelopment Agency. The City supports private developers in their applications for low-income housing tax credits, when possible, but does not manage or administer affordable housing.

The City does not have any CDBG programs that are currently bringing in any program income. All program income from previous program years has been obligated, spent, and drawn down from HUD.

ACTIVITIES TO BE UNDERTAKEN

Table 1 provides a description of the activities to be undertaken during the 2013-2014 program year. The one-year objective (output) and the estimated amount of CDBG funding allocated to each activity are identified. All activities are anticipated to be completed during the program year (July 1, 2013 to June 30, 2014). More detailed descriptions of activities follow the table.

The City chose to emphasize increased access to public facilities, increased funding for health and safety improvements to residents' homes, and continued funding of public services activities with its CDBG funding, as there are relatively few other sources of funding available to finance these activities. Within public services, the City gave a high priority to activities serving seniors and youth, as well as providing fair housing outreach, education, and service efforts in the community.

TABLE 1

PROPOSED CDBG ACTIVITIES AND PROJECTS:
PROGRAM YEAR 2013-2014

Goal	Activity Name	Activity Description	Output	Funding
Housing				
HS-1, HS-2	Rental Housing Inspection Program	Inspect rental units in CDBG target areas to find and correct code violations.	800 homes inspected	\$73,500
HS-1, HS-2	Code Enforcement	Provide code enforcement services in CDBG target areas	800 homes inspected	\$73,500
HS-1, HS-2	Emergency Repair Loan Program	Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)	15 loans made	\$97,500
Public Facilities				
CD-2 CD-3 CD-4	Police Activities League (PAL)	Supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2013-2014 program year)	1 public facility acquired and renovated	\$0*
CD-2 CD-3 CD-4	Soil Born Farms	Planning and construction of ADA improvements to existing infrastructure at Soil Born Farms	Planning and construction of ADA improvements	\$0*
CD-2 CD-3 CD-4	Public Works ADA Improvements	Sidewalk repair and gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs	1 public works project completed	\$100,000
Public Services				
CD-2,	Group	Provide youth support and	80 youth served	\$17,000

CD-3	Mentoring Initiative	improve community involvement through intensive one-on-one youth mentoring		
CD-1, CD-3	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center.	205 seniors provided meals	\$34,000
HA-1, CD-3	Sacramento Self-Help Housing	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	75 households provided counseling	\$18,000
CD-1, CD-3	Respite CLUB	Provides senior respite day care services to seniors with severe memory loss.	24 seniors provided day care services	\$7,000
HS-1, HS-2	Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints.	30 households provided assistance and education	\$3,500 Services Funding (in addition to \$16,000 from Planning and Admin.)
Planning and Administration				
	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	\$106,000 (\$16,000 of this total to be used to further Fair Housing efforts)

* Project was funded in previous program year(s), and is expected to be completed during the 2013-2014 program year.

HOUSING ACTIVITIES

RENTAL HOUSING INSPECTION PROGRAM

The rental housing inspection program is an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose duties will include inspecting rental units within the CDBG target area (see Figure 1). The City has many rental units which, due to general age and deferred maintenance, are out of compliance with applicable codes. This program, in coordination with private investment by property owners, will arrest the decline of the area by requiring landlords to improve their properties to meet health and safety standards.

2013-14 Output: 800 rental units inspected

Outcome Category: DH-3 “Decent Housing with Purpose of New or Improved Sustainability”

Goals Addressed: HS-1, HS-2

Funding: \$73,500

CODE ENFORCEMENT

The code enforcement program is also an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose responsibilities will include responding to code enforcement complaints and proactively enforcing City’s health and safety code in single family homes and businesses in the CDBG target area.

2013-14 Output: 800 units inspected

Outcome Category: DH-3 “Decent Housing with Purpose of New or Improved Sustainability”

Goals Addressed: HS-1, HS-2

Funding: \$73,500

EMERGENCY REPAIR LOAN PROGRAM

The Emergency Repair Loan Program (ERLP) provides loans of up to \$5,000 for mobile homes and up to \$7,500 for single family homes to low and moderate income owner-occupants who need to address immediate health and safety deficiencies in their properties. The loans are forgivable over 5 years. The City is in the process of updating its ERLP Guidelines this program year, including increasing the maximum loan amounts, to account for the increased cost of services and supplies needed to make these repairs. To support increases in loan amounts in the future, and to provide more loans to more residents, the City is proposing to dedicate \$97,500 to the ERLP.

2013-14 Output: 15 loans to be made

Outcome Category: DH-2 “Affordability of Decent Housing”

Goals Addressed: HS-1, HS-2

Funding: \$97,500

PUBLIC FACILITIES

POLICE ACTIVITIES LEAGUE (PAL) FACILITY ACQUISITION

The Police Activities League will be permanently acquiring a 3,000 square foot portable building and leasing permanent space and utilities from the Folsom Cordova Unified School District, for the building for a minimum of 15 years. The organization intends to pay a lump sum for the 15-year lease amount up front. This project was funded three program years (2010-2011, 2011-2012, and 2012-2013), for a total funding amount of \$275,100. The project was previously stalled, but will be completed during the 2013-2014 program year. The PAL program provides after-school activities and mentoring to at-risk and low and moderate income youth. The building will provide a dedicated youth fitness and boxing operated by PAL. Youth will have access to boxing training, along with other health and fitness-related activities. In addition, PAL will provide one-day, weekly, and monthly events all geared towards engaging, educating, and mentoring at-risk youth.

2013-14 Output: 1 public facility to be acquired through long-term lease

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-2, CD-3, CD-4

Funding: \$0 – Project is completely funded; facility acquisition/renovation pending

SOIL BORN FARMS

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

2013-14 Output: Planning and construction of ADA improvements

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-2, CD-3, CD-4

Funding: \$0 – Project funded in previous year – construction pending

PUBLIC WORKS ADA IMPROVEMENTS

The City plans to dedicate \$100,000 in CDBG funds to its Public Works Department for the Pedestrian Improvement Program, which will allow for continued development and improvement of annual sidewalk repair and gap completion projects that provide safety and consistency in the existing pedestrian network. These improvements may include the installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. While the Public Works Department has engaged in pedestrian improvement activities with CDBG funds prior to the 2012-2013 Action Plan Amendment, this amendment will implement a functional program that will facilitate annual funding.

2012-13 Output: 1 public works project completed

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-2, CD-3, CD-4

Funding: \$100,000

PUBLIC SERVICES

GROUP MENTORING INITIATIVE

The Group Mentoring Initiative, operated by the Folsom Cordova Community Partnership (FCC), is a program that facilitates one-on-one mentoring for at-risk and disadvantaged youth. The program uses a multi-faceted mentoring and activity-based curriculum to encourage youth to stay away from socially disadvantageous activities and to pursue education and active community engagement. FCCP’s Group Mentoring Initiative also received funding in the previous CDBG program year (2012-2013), and staff is confident with the organization’s capacity to continue providing this important service to youth in Rancho Cordova.

2013-14 Output: 80 youth served

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-2, CD-3

Funding: \$17,000

SENIOR NUTRITION SERVICES (MEALS ON WHEELS)

The Senior Nutrition Services program (MOW) provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. MOW has received CDBG funding in previous program years, and provides a valued service to the City’s senior population.

2013-14 Output: 205 seniors provided with meals
 Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”
 Goals Addressed: CD-1, CD-3
 Funding: \$34,000

SACRAMENTO SELF-HELP HOUSING

Sacramento Self-Help Housing, Inc. provides counseling and housing referrals to homeless and near-homeless individuals and households. With funding, the organization plans to continue operating in the City’s primary low-income service center, the Rancho Cordova Neighborhood Center. In addition to providing counseling services, the organization will continue to provide tenant-landlord counseling, case management, and fair housing referrals. The proposed funding amount accounts for these additional services.

2013-14 Output: 75 households provided counseling
 Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”
 Goals Addressed: HA-1, CD-3
 Funding: \$18,000

RESPIRE CLUB

Respite C.L.U.B. is a service provided by the Cordova Neighborhood Church. The C.L.U.B., which has received CDBG funding in past years, provides affordable, senior respite day care service to seniors with severe memory loss. The program provides a much-needed service to seniors in the community, while also providing respite to individual caregivers (family members) who might otherwise need to pursue permanent living facilities for the seniors they care for.

2013-14 Output: 24 seniors provided day care services
 Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”
 Goals Addressed: CD-1, CD-3
 Funding: \$7,000

FAIR HOUSING

The 2012-2013 Action Plan identified the City’s need to re-evaluate its efforts to Affirmatively Further Fair Housing. During the evaluation, the City identified tenant-landlord counseling and fair housing referral to be critical components of preventing homelessness and ensuring the affirmative furthering of fair housing in the community. The City is working with Sacramento Self-Help Housing to provide tenant-landlord counseling, case management, and fair housing referrals. The funding below will pay for training and staff time for the City’s new Fair Housing Representative, who will respond to calls and complaints received related to fair housing.

2013-14 Output: 30 households assisted
Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”
Goals Addressed: HS-1, HS-2
Funding: \$19,500 (\$3,500 from Services, \$16,000 from Planning and Administration)

PLANNING AND ADMINISTRATION ACTIVITIES

PLANNING AND ADMINISTRATION

The planning and administration funding is intended to provide funding for general staff administration of CDBG programs and activities, including Integrated Disbursement and Information System (IDIS) training, program set-up, reporting, planning, and subrecipient training and monitoring.

2013-14 Output: Quality administration of the CDBG program
Goals Addressed: PA-1
Funding: \$106,000 (\$16,000 of this total to go to furthering Fair Housing efforts)

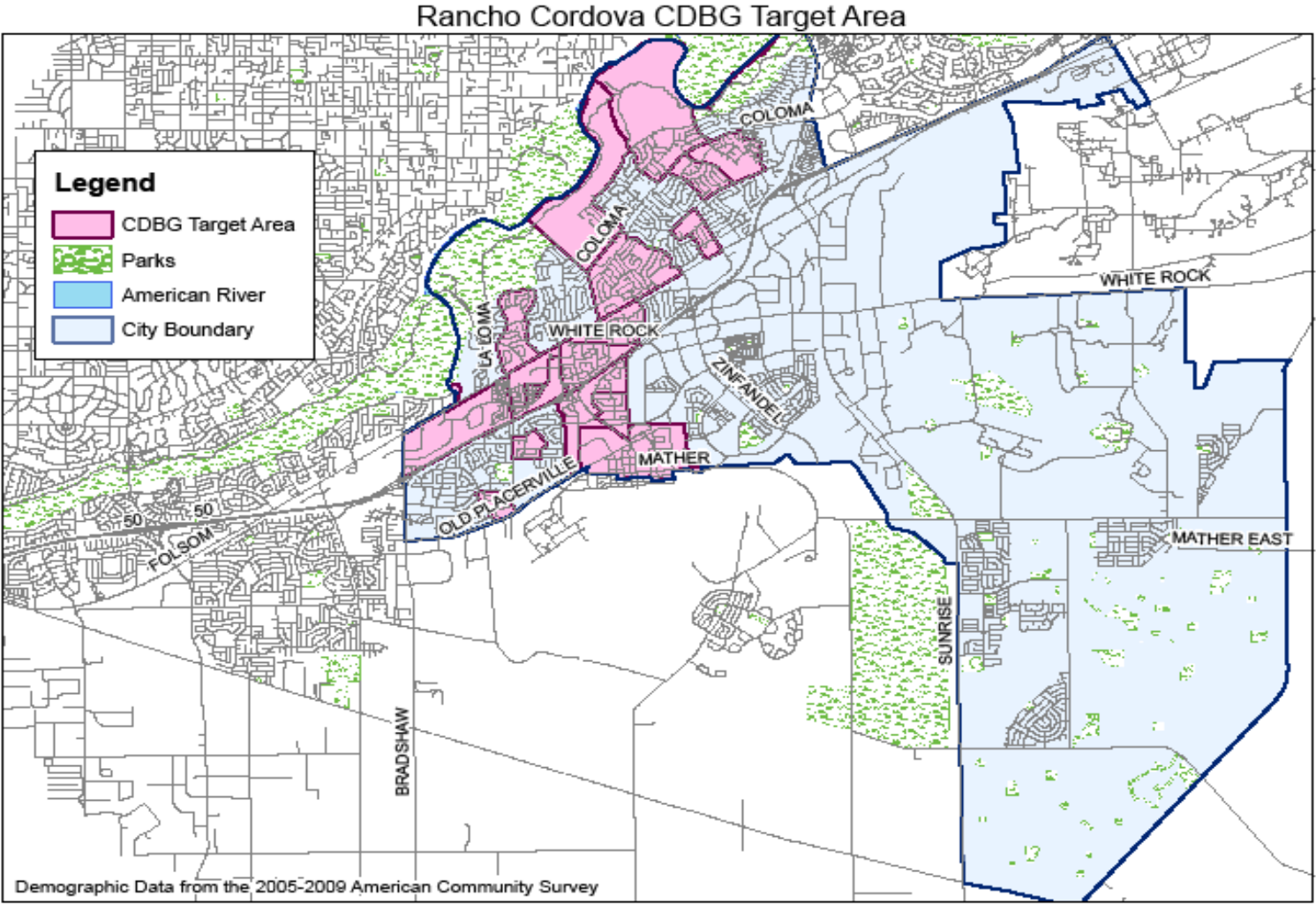
GEOGRAPHIC DISTRIBUTION

Geographic distribution of activities is widely varied, but most take place in or near low- and moderate-income areas. The location of an activity largely depends on the type of activity. Some of the City's 2013-14 activities, such as Meals on Wheels and housing counseling, are able to be offered to residents throughout the entire City. Figure 1 shows the CDBG Target Area for the program year 2013-14.

The Rental Housing Inspection Program and Code Enforcement activities funded by CDBG will take place in the City's designated CDBG Target Areas (Figure 1). The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. As a result, many programs, including senior services, youth services, and housing counseling will be available to residents citywide. Significant additional funding will also be used in the low and moderate income areas, as needed.

Figure 1



HOMELESS AND OTHER SPECIAL NEEDS POPULATIONS

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations involves funding a variety of supportive services offered locally or regionally to Rancho Cordova residents. Currently, Rancho Cordova is home to the Mather Community Campus, a major supportive housing facility for formerly homeless individuals, but all of our resources have very limited capacity. As identified in the 2011-2016 Consolidated Plan, the City's goal is to encourage a system of collaborative supportive services, located in the City, to allow for accessibility for residents. The City is seeking additional funding for programs and services aimed directly at assisting its homeless and special needs populations, as levels of CDBG funding appear to be in decline. For the 2013-14 program year, programs aimed at homeless and other special needs populations include:

- Homeless and family assistance to locate temporary or permanent housing, provided by Sacramento Self-Help Housing;
- Senior services, provided by Meals on Wheels and Cordova Neighborhood Church's Respite C.L.U.B.; and
- Youth services, provided by Police Activities League and Folsom Cordova Community Partnership.

In addition, the City in collaboration with the Veterans Affairs Hospital, Veterans Resource Center of America, Sacramento County, and Mercy Housing California, is actively pursuing the development of approximately 60 transitional housing opportunities for homeless veterans and 100 units of permanent supportive housing as part of the Mather Veterans Village development project. Furthermore, the Housing Division is in the process of developing affordable senior rental housing in the CDBG target area. The project is slated to be funded from 9% Tax Credits (potentially \$9 million) rather than CDBG. Finally, the City's Adopted Housing Element also identifies strategies to remove potential constraints to housing for persons with disabilities. These strategies include:

H.2.2.1 – Develop housing rehabilitation programs to assist in the improvement of owner- and renter-occupied housing units in the City. The housing rehabilitation program shall include a grant/loan component, when funding is available, for very low- and low-income households residing in housing units in need of rehabilitation; the program shall also include a grant component, when funding is available, for very low-income, senior, and disabled households, for emergency repairs.

These programs have been used to help low and moderate income disabled home-owners to address health and safety issues and to improve accessibility in their homes.

While the City does not operate any transitional housing facilities, it does cooperate with the County of Sacramento's Continuum of Care. The City is also home to one of the larger transitional housing facilities in the area located at the Mather Community Campus. The City's plan for the 2013-14 program year is to continue cooperating and actively engaging the County of Sacramento in its attention to homeless issues. These issues also include chronic homelessness and near homelessness. The City of Rancho Cordova also contracts with Sacramento Self-Help to provide housing counseling and homelessness prevention to Rancho Cordova residents. Sacramento Self-Help is accessible to Rancho Cordova residents via the internet, by telephone, and by walk-in appointment at their Sacramento office. The City will also continue the ADA Accessibility Improvements identified in the 2012-13 Action Plan Amendment, including Public Works ADA Improvements and Soil Born Farms Public Facility ADA Improvements. These activities include replacing deficient sidewalks, curb-cuts, and other pedestrian ADA improvements in the City and on the Soil Born Farm site. The City is also initiating in 2013-2014 an ADA Accessibility Improvement Program with Public Works to provide funding for sidewalk repairs and other ADA upgrades funded through CDBG over the next three CDBG program years.

OBSTACLES TO ADDRESSING UNDER-SERVED NEEDS

While there are several constraints to meeting the needs of target-income residents, the primary obstacle is the lack of available resources for services within the City's boundaries. Many services are located in the City of Sacramento or the County of Sacramento unincorporated areas that are not convenient for the residents of Rancho Cordova; additionally, those services located locally often do not have sufficient capacity to meet current needs and the City does not have sufficient resources to help those local service providers to build that capacity.

The City plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will also encourage area service providers to offer services in the community. In the 2013-14 program year, several organizations (including Sacramento Self-Help Housing, Cordova Neighborhood Church, and Folsom Cordova Community Partnership) are expected to provide services within Rancho Cordova.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

The City's 2008-2013 Housing Element includes a number of important programs to facilitate the development of affordable housing in Rancho Cordova. Some of these programs include:

- Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing. (Policy H.1.5)

- Provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units) and infill reuse. (Policy H.2.2)
- Pursue potential reuse and rehabilitation opportunities for additional housing along Folsom Boulevard. (Policy H.2.5)
- Provide a range of senior housing opportunities, including senior developments with single-story homes, independent living, assisted living, skilled nursing, and shared housing, and pursue opportunities and funding to convert existing apartment complexes to senior housing facilities. (Policy H.4.2)
- Provide housing for the special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, the homeless, and single-parent households. (Policy H.4.4)
- Pursue available and appropriate state and federal funding sources to support efforts to meet new construction needs of very low-, low-, and moderate-income households. (Action H.7.2.1)

Additional measures are identified and explained in detail in the City's Housing Element. The City will be updating its Housing Element for the upcoming eight years (2013-2021), which is scheduled to be adopted October of 2013 upon approval from the California Department of Housing and Community Development (HCD).

REMOVE BARRIERS TO AFFORDABLE HOUSING

The City is undertaking a number of actions to reduce potential barriers and constraints to affordable housing as well as housing for special needs populations. These include creating funds in support of affordable housing development, as well as offering fee reductions, regulatory incentives, density incentives, as well as the operation of two home rehabilitation and repair programs, and several other options. These include the actions and policies listed above, in the Foster and Maintain Affordable Housing section, and the policies and actions listed above in the section on Homeless and Other Special Needs Populations, and can be found with additional detail in the City's 2008-2013 Housing Element.

DEVELOP INSTITUTIONAL STRUCTURE

The Housing Services Division within the City's Economic Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District and Cordova Park and Recreation

District, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

ENHANCE COORDINATION

The City will continue its work with neighboring jurisdictions such as the County of Sacramento, City of Sacramento, City of Citrus Heights, City of Elk Grove, City of Folsom, and other surrounding jurisdictions, including the Sacramento Housing and Redevelopment Agency and SACOG, to address the regional issues that affect the needs of target-income persons as well as special needs populations. The City intends to reinvigorate the regional CDBG working group to help streamline reporting and monitoring requirements for local service providers that operate within all/some of the jurisdictions. The goal in this effort is to reduce the burden of providing services within each jurisdiction with CDBG funding. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and HCD).

PUBLIC HOUSING NEEDS

There are ten apartment complexes that include some of the 747 affordable housing units in Rancho Cordova. Some of these units are administered by Sacramento Housing and Redevelopment Agency (SHRA), which serves as the public housing authority for Sacramento County. The City of Rancho Cordova does not have its own local housing authority. Resident initiatives are handled directly by SHRA.

ANTI-POVERTY STRATEGY

The City's anti-poverty strategy is based on revitalizing the City's existing housing stock to provide safe and decent places to live, and supporting social services agencies that provide various services that promote income and housing stability. In addition, the City's strategy is to provide supportive services for target-income residents, including senior and youth services.

In the 2013-14 program year, the City plans the following anti-poverty programs:

- Senior nutrition programs, such as Meals on Wheels;
- Housing crisis intervention services, provided by Sacramento Self-Help Housing;
- Homeless services, provided by Sacramento Self-Help Housing and the processes set out in Sacramento County's Continuum of Care program; and
- Youth services aimed at fostering community involvement and increasing post-secondary education opportunities for low- and moderate-income youth.

LEAD-BASED PAINT HAZARDS

The City will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategies.

HOUSING REHABILITATION

All housing rehabilitation activities funded under this Plan will assess lead hazard risk before proceeding. This includes the planned Emergency Repair Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100.

All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described at 24 CFR 35.110.

At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described at 24 CFR 35.110.

INFORMATION AND EDUCATION

Households that participate in housing activities under this Plan, including home purchase, rental assistance, or rehabilitation, will be given educational material regarding the hazards of lead-based paint, signs of lead poisoning, and strategies to reduce exposure. Materials will include the use of HUD/EPA publications such as “Protect Your Family from Lead in Your Home.” Information will be provided in multiple languages.

TESTING

Blood testing of children occupying housing constructed prior to January 1, 1978 will be encouraged for all housing rehabilitation or emergency repair projects to ensure health and safety needs are being met. Testing can be in conjunction with housing programs, public health programs, or other programs conducted under this Plan.

MONITORING PLAN

The City of Rancho Cordova has developed a monitoring system to ensure that the activities carried out in furtherance of the Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501(V) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

ANALYSIS OF IMPEDIMENTS COMPLIANCE

During the 2012-2013 program year, the City will completed a comprehensive review of its current Analysis of Impediments to identify progress and next steps to help ensure fair housing

access and choice in the Rancho Cordova Community. The CDBG funds that have been allocated to Fair Housing efforts will be utilized to help the City make progress in addressing the specific impediments identified in the Analysis of Impediments study completed in the 2010-2011 program year. City staff are working on a marketing plan for educating the community about fair housing rights. A general fair housing informational brochure has been printed and is in distribution, and fair housing flyers have been printed in 5 commonly spoken languages in the City (Spanish, Tagalog, Chinese, Russian, and Vietnamese).

2013-2014 CDBG Action Plan (Proposed)



PUBLIC HEARING

Housing Services Division

Jessica Hayes, Housing and Community Development
Specialist

Dana Grossi, Housing Services Assistant

Purpose and Funding



- Action Plan is:
 - 1 year budgeting plan for spending CDBG monies
 - Required by the grant funder (HUD)
 - 3rd action plan in implementation of 5-year Consolidated Plan for the 2011-2016 planning period

- Purpose – CDBG Funding is intended to fulfill specific HUD goals, called national objectives:
 - Benefit low- and moderate-income persons
 - Prevent or eliminate slum or blight
 - Meet a community development need having a particular urgency because existing conditions pose a serious/immediate threat to the health and welfare of community

Purpose and Funding



- City assuming an allocation of \$530,000
 - Action Plan will be revised if funding determination is more than a 15% deviation from estimates presented in this plan
- Changes in Funding
 - 2006 - \$704,227
 - 2007 - \$702,906
 - 2008 - \$682,662
 - 2009 - \$692,016
 - 2010 - \$750,483
 - 2011 - \$626,561
 - 2012 - \$560,195
 - **2013 – awaiting funding amount from HUD**

Proposed CDBG Activities and Projects



Activity Name	Description	Output	Funding
Rental Housing Inspection Program	Inspect rental units in CDBG target areas to find and correct code violations.	800 homes inspected	\$73,500
Code Enforcement	Provide code enforcement services in CDBG target areas	800 homes inspected	\$73,500
Emergency Repair Loan Program	Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)	15 loans made	\$97,500
Police Activities League (PAL)	Supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2013-2014 program year)	1 public facility acquired and renovated	\$0 (funding acquired in previous program years)
Soil Born Farms	Planning and construction of ADA improvements to existing infrastructure at Soil Born Farms	Planning and construction of ADA improvements	\$0 (funding acquired in 2012-13 program year)
Public Works ADA Improvements	Sidewalk repair and gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs	1 public works project completed	\$100,000

Proposed CDBG Activities and Projects



Activity Name	Description	Output	Funding
Group Mentoring Initiative	Provide youth support and improve community involvement through intensive one-on-one youth mentoring	80 youth served	\$17,000
Meals on Wheels	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center.	205 seniors provided meals	\$34,000
Sacramento Self-Help Housing	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	75 households provided counseling	\$18,000
Respite C.L.U.B.	Provides senior respite day care services to seniors with severe memory loss.	24 seniors provided day care services	\$7,000
Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints.	30 households provided assistance and education	\$3,500 Services Funding (in addition to \$16,000 from Planning and Admin.)
Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	\$106,000 (\$16,000 of this total to be used to further Fair Housing efforts)

MEMORANDUM



DATE: May 6, 2013

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services
Jessica Hayes, Housing Services Division,
Phil Nichols, Neighborhood Services Division

SUBJECT: DISCUSS AND CONSIDER THE POSSIBLE ADOPTION OF A RESOLUTION APPROVING THE CITY'S WITHDRAWAL FROM THE JOINT POWERS AGREEMENT BETWEEN THE CITY AND THE REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

RECOMMENDATION

Discuss and provide direction to staff with regard to the adoption of Resolution 47-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to serve notice on the Regional Human Rights/Fair Housing Commission of the City Council's election to withdraw from the Commission. The withdrawal would be effective June 30, 2013. The non-adoption of the resolution will result in the continued participation of the City in the JPA and will require the appointment of a Director to the Governing Board of the JPA consistent with the amended Joint Powers Agreement dated January 22, 2008.

ADVANCES GOALS: 1, 2, and 5.

BACKGROUND

In April of 2012, HUD informed all CDBG participants, in this area, of updates in requirements to "affirmatively further fair housing" choices in HUD funded programs. Jurisdictions were asked to re-examine their ability to certify to the sufficiency of actions intended to affirmatively further fair housing. These actions include those taken by third parties under contract, data gathering, performance tracking, and the development of strategies responding to the Analysis of Impediments (AI) study. The AI is a document required by HUD which provides direction for local fair housing strategies. This plan is regularly updated in conjunction with the five-year consolidated plan.

Subsequent to HUD's visit, the City terminated its funding of the Regional Human Rights Fair Housing Commission (the "Commission"). As an alternative to the services currently provided to the City by the Commission, the City created and is administering a Fair Housing and Tenant Landlord information and response program. The program design has been discussed with the Council several times and will soon be submitted to HUD for their final review and comment.

Consecutive monitoring's of the Commission's operations as a fair housing service provider to the City, along with additional fair housing education and investigation have now suggested to staff that the City's fair housing obligations and HUD standards might be better satisfied by the City itself rather than through third party contracts. By adoption of this resolution the City would withdraw from the Commission consistent with the process identified in the JPA agreement. Staff would then continue to develop and administer a replacement Fair Housing program.

ATTACHMENT

Resolution No. 47-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 47-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE CITY'S WITHDRAWAL FROM THE REGIONAL HUMAN RIGHTS/FAIR
HOUSING COMMISSION**

WHEREAS, on January 22, 2008 a Joint Exercise of Powers Agreement ("JPA") was enacted establishing the Regional Human Rights/Fair Housing Commission ("Commission") by and between the cities of Sacramento, Citrus Heights, Elk Grove, Rancho Cordova, and the County of Sacramento; and

WHEREAS, the City Council of the City of Rancho Cordova now desires to withdraw from the Commission; and

WHEREAS, Section 12 of the JPA, "Withdrawal," allows any member to "withdraw from the Commission upon service of written notice in the form of a resolution of the Member's governing body electing to withdraw and make payment of any obligations due to the Commission."; and

WHEREAS, Section 12 states that "(w)ithdrawal shall take effect at the end of the Member's annual funding cycle;" and

WHEREAS, the annual funding cycle ends June 30, 2013; and

WHEREAS, the City of Rancho Cordova has no obligations due to the Commission.

NOW THEREFORE, The City Council hereby elects to withdraw from the Joint Exercise of Powers Agreement establishing the Regional Human Rights/Fair Housing Commission, effective June 30, 2013; and directs the City Manager to serve this Resolution by mail on the Sacramento Regional Human Rights/Fair Housing Commission, to the attention of the Board Chair and Executive Director.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

