



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

Tuesday, January 21, 2014

5:30 PM – Regular Meeting

AGENDA

Dan Skoglund, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Donald Terry, Council Member

Linda Budge, Council Member



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

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

Tuesday, January 21, 2014

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Mark Shelter from First Covenant Church will give the invocation.

5. OPEN SESSION - REPORT FROM CLOSED SESSION

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

6. PRESENTATIONS

- 6.1 Presentation of Proclamation to Charles Potter for Completing His Eagle Scout Community Project by Renovating the Kilgore Cemetery Sign and Building a Picnic Table at the Rancho Cordova Police Department.
- 6.2 Presentation of Proclamation to Dillon Lewis for Completing His Eagle Scout Community Project by Renovating the Picnic Table and Walkway Path with Stamped and Colored Concrete on the City Hall Grounds.
- 6.3 K-3 Literacy Program Presented by Angela Griffin, Community Outreach Coordinator for Folsom Cordova Unified School District.
- 6.4 Presentation by Jeff Leatherman, County Regional Parks Director, Regarding the American River Oak Mitigation Project.
- 6.5 10 Year Service to the City Recognition Presented by City Manager, Ted A. Gaebler to Dan Skoglund, Mayor.
- 6.6 Introduction of New City Employee: Associate Civil Engineer, Chris Boyer by Public Works Director/Chief Building Official, Cyrus Abhar.
- 6.7 Introduction of New City Employee: Customer Service Representative, Krystle Judish by Neighborhood Services Manager, Kerry Simpson.

7. PUBLIC COMMENT

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

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

8. COUNCIL REPORTS

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes of January 6, 2013 Regular Meeting and January 14, 2013 Special Meeting.
Recommendation: Adopt minutes.
- 9.2 **Subject:** Resolution No. 3-2014, Authorizing the City Manager to Execute the First Amendment to Contract No. 64-2013 with R3 Consulting Group for Solid Waste Consulting Services.
Recommendation: Adopt Resolution No. 3-2014.
Result of Recommended Action: Adoption of Resolution No. 3-2014 allows the City

Manager to execute the first amendment to Contract No. 64-2013 with R3 Consulting Group ("R3"). The first amendment to Contract No. 64-2013 expands the scope of services, increases the project budget by \$60,800 for a total contract amount of \$135,800 and extends the term of service through December 31, 2015.

Staff Report: Cyrus Abhar, Public Works Director and Kathy Garcia, Senior Engineer.

Advances Goal: 5.

- 9.3 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Making Certain Findings and Determinations related to, and accepting, the FY 2012-13 Development Impact Fee Report for the AB1600 Development Fees.

Recommendation: Adopt Resolution No. 4-2014.

Result of Recommended Action: Adoption of this resolution will allow the City to remain in compliance with California Government Code Section 66000, et seq.

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

Advances Goal: 5.

- 9.4 **Subject:** Ordinance No. 1-2014, Amending Chapter 2.04 and Sections 2.38.020 and 3.60.030 of the Rancho Cordova Municipal Code to Increase the City Manager's Authority to Settle Third-Party Disputes and Claims.

Recommendation: Waive the first reading and introduce by title only Ordinance No. 1-2014.

Result of Recommended Action: This Ordinance amends the Municipal Code to increase the City Manager's settlement authority regarding third party disputes to \$100,000, to match the City Manager's purchasing authority. This authority would not apply to personal injury or property claims made pursuant to the Government Claims Act or the City's claim procedures. Currently, the City Manager may settle third party disputes for sums up to \$4,999 without City Attorney concurrence and may settle disputes between \$5,000 and \$25,000 with City Attorney concurrence. This Ordinance increases the City Manager's authority to settle disputes to \$100,000, but requires the City Manager to get City Attorney concurrence before settling a third party dispute valued at \$25,000 or more. The Ordinance also amends the Municipal Code to increase the City Manager's settlement authority to \$50,000 for claims for money or damages filed pursuant to the Government Claims Act or the City's claim procedures. This is the maximum amount allowed by law.

Staff Report: Donna Silva, Finance Director.

Advances Goal: 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** 3500 Fitzgerald Road Industrial Building and Yards Major Design Review; Project No. DD8407 – Located at 3500 Fitzgerald Road (Continued from 1/6/2014 Regular Meeting).

Recommendation: Adopt Resolution No. 2-2014.

Result of Recommended Action: Adoption of this resolution would allow the applicant to construct a 10,118 square feet industrial building, internally divided into two tenant spaces, each with individual exterior yard area. The proposed building will be occupied by new auto dismantlers.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 2, 6.

- 10.2 **Subject:** Dollar and Thrifty Conditional Use Permit (CUP) and Letter of Public Convenience and Necessity (PCN) for Off-sale Liquor Sales; Project DD8397 – Located at 10669 Coloma Road.

Recommendation: No action since the owner withdrew the application on January 13, 2014.

Result of Recommended Action: Staff will notify ABC that the owner has withdrawn application for a CUP and subsequent PCN.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** Resolution Authorizing the Acquisition of Property and Authorizing Execution of a Certificate of Acceptance and Recordation of a Grant Deed for Land Located on Zinfandel Drive at the Southern City Boundary, APN: 072-2860-004.

Recommendation: Adopt Resolution No. 6-2014.

Result of Recommended Action: Adoption of this resolution authorizes the City Manager to proceed with execution of documents as necessary to purchase and take possession of property located on Zinfandel Drive at the Southern City Boundary.

Staff Report: Cyrus Abhar, Public Works Director and John Samuelson, Street Operations and Maintenance Manager.

Advances Goal: 5.

- 12.2 **Subject:** Rancho CordoVan Service Provider Recommendation.

Recommendation: Continue providing Rancho CordoVan services through the existing City of Rancho Cordova Transit Operations and Maintenance Agreement with Sacramento Regional Transit.

Result of Recommended Action: Sacramento Regional Transit would continue to provide Rancho Cordovan services to the City. The City would revise the contract to guarantee provision of services under the contract rates proposed in 2009, and the City would maintain the opportunity to end the contract under the current termination clauses in the contract, requiring a 60 day notice.

Staff Report: Cyrus Abhar, Public Works Director and Mark Thomas, Senior Engineer.

Advances Goals: 1, 5.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. CITY MANAGER'S REPORT

Planning Department Report to Council.

15. ADJOURNMENT

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

16. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

17. CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case)

PUBLIC EMPLOYEE APPOINTMENT (If Needed)

Title: City Manager

Pursuant to Government Code Section 54957

18. OPEN SESSION - REPORT FROM CLOSED SESSION

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

19. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
<i>Monday, February 3, 2014</i>	<i>City Council Special Meeting/Study Session (4:00 PM) Topic: Smoking Ordinance and Regular Meeting (5:30 PM)</i>
<i>Tuesday, February 11, 2014</i>	<i>City Council Special Meeting/Work Session (5:30 PM) Topic: Joint Meeting with the Cordova Recreation and Park District</i>
<i>Tuesday, February 18, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Monday, March 3, 2014</i>	<i>City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Monday, March 17, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, March 25, 2014</i>	<i>City Council Special Meeting/Work Session (5:30 PM)</i>

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Tuesday, January 21, 2014 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, January 16, 2014 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.cityofranhocordova.org.

Signed Thursday, January 16, 2014 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, January 06, 2014

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Skoglund called the regular meeting to order in the David B. Roberts Council Chambers at 5:40 PM.

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

Council Members Absent: None

Staff Members Present: Sparkman, George, Gaebler, Lindgren, Cuppy, Abhar, Chinn, Junker, Silva, Gassaway, Hadley, Haven, Holt, Thomas, Ibrahim, Goold, Hayes, Hall, Blair

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Ted Gaebler led the pledge.

4. INVOCATION

The Mayor called on Larry Stafford from Cordova Church of Christ to give the invocation.

5. PRESENTATIONS

5.1 Presentations Honoring the Legacy of City Manager Ted A. Gaebler on the Occasion of His Retirement from the following organizations:

- Sacramento County Sheriff Scott Jones
- Representing Congressman Ami Bera, Faith Whitmore, District Director
- Representing Senate President pro Tempore Darrell Steinberg, Russell Collins Stiger, District Representative
- Assembly Member Ken Cooley
- Don Nottoli, Sacramento County Supervisor
- Mel Turner, Mayor of the City of Citrus Heights
- Gay Jones, Sacramento Metropolitan Fire District
- Zak Ford, Folsom Cordova Unified School District
- Brian Danzl, Cordova Recreation and Park District
- Dale Van Dam, Folsom Lake College Foundation
- Charles Anderson, League of California Cities
- Pamela Miller, Continuing Education for Public Officials (CEPO)
- Board Members, California Capital Airshow
- Mindy Cuppy, City Clerks Association of California
- Board Members, Rancho Cordova Chamber of Commerce
- Board Members, Cordova Community Council
- David Sander, Sacramento Children's Museum
- Devin Duggan, West Coast Regional Director, International City/County Management Association (ICMA)

6. PUBLIC COMMENT

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

AT THIS POINT: At 6:44 PM the Council took a celebratory break in honor of retiring City Manager Ted Gaebler. The full council resumed at 7:20 PM.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

- 8.1 **Subject:** Meeting Minutes of December 13, 2013 Special Meeting and December 16, 2013 Regular Meeting.
Recommendation: Adopt Minutes.

- 8.2 **Subject:** Second Reading of Ordinance No. 43-2013, Amending Chapters 1.01, 6.60, 6.90, 6.120, 8.04, 9.80 and 16.18 of the Rancho Cordova Municipal Code Regarding Criminal, Administrative, and Civil Code Enforcement Authority and Increasing Fines for Code Violations as Allowed Under State Law.
Recommendation: Waive the second reading and adopt Ordinance No. 43-2013.
Result of Recommended Action: This Ordinance makes amendments to the Municipal Code which are necessary to ensure that the newly established prosecution services program may be successful in enforcing the code through criminal remedies. The amendments eliminate some conflicting code provisions which exist because the City inherited its code from Sacramento County; these conflicts could prevent successful criminal prosecution of individuals who violate the Municipal Code. These amendments will also allow the City more flexibility in code enforcement by making it clear that criminal, administrative, and civil remedies are available for any provision of the code when so allowed under State law. These amendments also increase the fines for misdemeanors and infractions to the maximum amounts allowed under State law.
Staff Report: Adam Lindgren, City Attorney.
Advances Goals: 1, 2, 5.
- 8.3 **Subject:** Second Reading of Ordinance No. 44-2013, Amending the Folsom Boulevard Specific Plan and Amending the City's Zoning Code Map.
Waive the second reading and adopt Ordinance No. 44-2013.
Result of Recommended Action: Adoption of Ordinance 44-2013 would amend the Folsom Boulevard Specific Plan consistent with direction provided by City Council. Major changes include streamlining the Specific Plan, amending land use designations to be more consistent with existing land uses, and incorporate strategies to encourage redevelopment and investment on Folsom Boulevard. This action would also apply city zoning designations to 147 acres of land to be removed from the FBSP.
Staff Report: Paul Junker, Planning Director and Pam Johns, Special Projects Manager.
Advances Goals: 1, 2, 6.
- 8.4 **Subject:** Resolution No. 1-2014 Honoring the Legacy of Ted A. Gaebler on the Occasion of His Retirement.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** 3500 Fitzgerald Road Industrial Building and Yards Major Design Review; Project No. DD8407 – Located at 3500 Fitzgerald Road.
Recommendation: Adopt Resolution 2-2014.
Result of Recommended Action: Adoption of this resolution would allow the applicant to construct a 10,118 square feet industrial building, internally divided into two tenant spaces, each with individual exterior yard area. The proposed building will be occupied by new auto dismantlers.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goals: 1, 2, 6.

David Anderson, the applicant, answered Council's questions.

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

ACTION: Motion to Continue to Regular Meeting on January 21, 2014.
Carried by a 5:0 vote.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

NONE.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE.

13. CITY MANAGER'S REPORT

City Manager Ted Gaebler thanked everyone for tonight's presentations honoring him.

14. ADJOURNMENT

Mayor Budge adjourned the meeting to closed session in the Community Board Room at 7:58 PM.

15. CELEBRATORY BREAK

The Council did not take an additional break.

16. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Skoglund called the special meeting to order in the Community Board Room at 8:04 PM.

17. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential cases)

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Chinn, Thomas

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Ted A. Gaebler and Adam Lindgren

Unrepresented employee: City Manager

Pursuant to Government Code Section 54957

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Peterson, Murray

18. OPEN SESSION - REPORT FROM CLOSED SESSION

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

19. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 9:44 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, January 14, 2014

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

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Skoglund called the special meeting to order in the American River Community Room North at 5:43 PM.

Council Members Present: McGarvey, Skoglund, Sander, Terry

Council Members Absent: Budge

Staff Members Present: Cuppy, Abhar, Chinn, Thomas, Haven (until 6:07 PM), Gaebler (until 5:55 PM), Sparkman, Cook

2. PUBLIC COMMENT

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

- Mark Hansen representing Montelena
- Jerry Drobish, a resident
- Dena Ellis representing Cresleigh Homes
- Scott Whyte representing the North State Building Industry Association (BIA)
- Holger Fuerst representing MacKay & Soms

Mayor Skoglund closed the public comment period.

3. SPECIAL MEETING ITEMS

- 3.1 **Subject:** Update on proposed relinquishment of Jackson Highway, west of Grantline Road, from Caltrans to local jurisdictions.

ACTION: Discussion item only; no action taken.

- 3.2 **Subject:** Update on information related to the current and planned use of recycled water by SCRSD and SCWA followed by a policy discussion on the continuation of the requirement to install purple pipe in the new development areas of the City.

ACTION: Council directed staff to bring this item back at a future city council meeting for formal action.

- Council Members Terry, Sander and McGarvey recommended to discontinue the requirement to install purple pipe and the rescind policy.
- Mayor Skoglund recommended to temporarily suspend the requirement to install purple pipe for 18 months.

No formal action taken.

4. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 7:17 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: January 21, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director and Kathy Garcia,
Senior Engineer



SUBJECT: RESOLUTION NO. 3-2014 AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO CONTRACT NO. 64-2013 WITH R3 CONSULTING GROUP FOR SOLID WASTE CONSULTING SERVICES

RECOMMENDATION

Adopt Resolution No. 3-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 3-2014 allows the City Manager to execute the first amendment to Contract No. 64-2013 with R3 Consulting Group ("R3"). The first amendment to Contract No. 64-2013 expands the scope of services, increases the project budget by \$60,800 for a total contract amount of \$135,800 and extends the term of service through December 31, 2015.

BACKGROUND

In July 2013, the City executed Contract No. 64-2013 with R3 Consulting Group in the amount of \$75,000 to provide on-call solid waste consulting services.

The R3 Scope of Services (Attachment 2, Exhibit A) for this Amendment is for R3 to conduct three audits. These audits include the following:

- The City's portion of the Solid Waste Authority's (SWA) audit of a franchised commercial hauler for franchise fee payment and reported disposal and diversion tonnages accuracies.
- The City's Commercial Hauler's third quarter Status Reports for accuracy and completeness to comply with the City's Mandatory Commercial Recycling monitoring and tracking system.
- A program audit of the Stormwater Utility Fee, Zone 12 – Storm Drainage and Zone 13 – Regional Planning Fee.

FISCAL IMPACT

Funding for this Amendment is included in the City's approved Fiscal Year (FY) 2013/14 Public Works Operating Budget.

ATTACHMENTS

1. Resolution No. 3-2014
2. Amendment 64-2013-1, including Exhibit A (additional scope of services and budget)

CITY OF RANCHO CORDOVA**RESOLUTION NO. 3-2014****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE
AGREEMENT WITH R3 CONSULTING GROUP FOR SOLID WASTE CONSULTING
SERVICES**

WHEREAS, on July 1, 2013 the City executed Contract No. 64-2013 with R3 Consulting Group in the amount of \$75,000 to provide on-call solid waste consulting services to the City of Rancho Cordova.

WHEREAS, Contract No. 64-2013-01 is the first amendment to Contract No. 64-2013, which expands the scope of services, increases the project budget by \$60,800 and extends the Contract term through December 31, 2015.

WHEREAS, the proposed Contract Amendment will allow for auditing services of the City's solid waste collection and recycling programs and stormwater utility fee.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute Contract No. 64-2013-01 with R3 Consulting Group 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 _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND R3 CONSULTING GROUP**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and R3 Consulting Group ("Professional") as of January 1, 2014. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated July 1, 2013 for the purpose of providing ongoing solid waste technical services and

WHEREAS, this Amendment will extend the scope of work to include additional tasks as outlined in **Exhibit A**;

WHEREAS, this Amendment will increase the contract amount by \$65,000, bringing the contract total to \$140,000

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from July 30, 2014, to December 31, 2015. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2015, and Professional shall complete the work described in **Exhibit A** prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed Sixty-Five Thousand Dollars (\$65,000). The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed One-Hundred, Forty Thousand Dollars (\$140,000), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall be an addition to the original PSA's **Exhibit A**.

ATTACHMENT 2

4. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Ted A. Gaebler, City Manager

Ric Hutchinson, Principal

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

1208092.2

EXHIBIT A**EXHIBIT A**

As noted in the contract amendment, the additional work identified in this scope of work will be an addition to the scope of work within the original Professional Services Agreement (64-2013).

Audit of SWA Non-Exclusive Franchised Commercial Hauler - Advanced Disposal Inc.

Objectives

- The objectives of our audit are to:
- Document the Company's monthly reporting methodology.
- Reconcile the Monthly Revenue Reporting Form and each of its components to the original data source (e.g. invoices).
- Audit the Company's diversion and disposal records for the 2nd quarter of 2013 to assess the accuracy of the figures reported in the Jurisdictions' 2nd Quarter Tonnage Reports.

Audit Work Scope

Task 1 Review of Franchise Fee Payments

R3 will review the franchisee's method for tracking and reporting the information presented in its monthly reports to the City. We will then test the supporting documentation to determine if the information is being accurately tracked and reported.

As part of the franchise fee payment testing, R3 will perform procedures and test of transactions to determine if:

- Invoices are properly included in the general ledger (GL) as revenue;
- Services being invoiced are properly classified between those that are subject to franchise fees and those that are not;
- Franchise fees are properly calculated and based on revenue from the appropriate services;
- Revenue categories reported to City on the monthly reports agrees to that recorded in the GL; and
- All franchise fee revenue collected by the company is reported to the City on the monthly reports.

EXHIBIT ATask 2 Review of Reported Tonnages

R3 will review the franchisee's method for tracking, allocating and reporting diversion and disposal tonnages for all commercial solid waste collected within the City for mathematical accuracy and logical consistency. As part of that review we will tie a sample of the tonnage information reported on the City Franchisee Diversion Reporting form for the test quarter back to the supporting documents.

The results of our review and testing will be included in the Task 3 Reports and will include an assessment of the reasonableness of the methods used to track and allocate tonnages and the mathematical accuracy of the reported tonnages and calculated diversion rate.

Task 3 Report

R3 will prepare a draft report summarizing the results of our Review of Franchise Fee Payments (Task 1) and Review of Reported Tonnages (Task 2). The draft report will be submitted to the City and the franchisee for review. Based on comments received from the City, R3 will make appropriate revisions and issue a Final Report. Our project budget assumes that all reports will be issued in electronic format only, although hard copies will be provided at cost if the City desires.

Staffing

I will serve as Project Manager for this engagement and will be assisted by William Schoen. Mr. Schoen and I have conducted audits of this nature in the past for the SWA and the cities of Citrus Heights, Elk Grove, Rancho Cordova and West Sacramento.

Budget

We propose to complete the above tasks of work on a time and materials basis with a total not to exceed a budget of \$5,800.

Stormwater Program Audit

Audit Work Scope

Task 1 Kick-Off Meeting

We will attend a Kick-Off Meeting with City staff. The purpose of the Kick-Off Meeting will be to review and confirm the following:

- Project communication protocol and contacts;
- Project objectives;
- Project work scope and deliverables;

Task 2 Determine Availability of Fund Information

R3 will contact the County representative to determine the type and amount of information that is available to be audited. Based on the results of that initial discussion we will meet with City staff to discuss the audit process and the completion schedule.

Task 3 Funds Audit

We will meet with County staff to review the available information and develop an information request to allow us to audit the Stormwater Utility Fee, Zone 12 – Storm Drainage Fee and Zone 13 – Regional Planning Fee funds currently being maintained by Sacramento County. To the extent the information is made available; our audit will include a review of transactions over the test period to determine among other things:

- the balance of each fund as of December 1, 2010 that was allocated to the City;
- the amount of revenue for each fund received during the test period that originated from within the City;
- or if that information is not available, the amount of revenue allocated to the City by fund and the basis for that allocation;
- the revenue received by fund for calendar years 2011 and 2012 and the estimated revenue to be received for calendar year 2013;
- the amount and type of expenditures by fund made or encumbered during the test period that were charged to the City and the validity and appropriateness of those charges;
- or if that information is not available, the amount of expenditures or encumbrances allocated to the City by fund and the basis for that allocation;

EXHIBIT A

- the ending balance in each fund as of December 1, 2013 that should be allocated to the City.

In the event we are unable to obtain or review the records we believe are needed to complete this Task, we will notify the City and stop work immediately. We will then discuss this situation with the City and determine if there are alternative ways to proceed or if the engagement should be stopped. If there are no viable alternatives we will prepare a letter report for the City detailing our findings and explaining why we were unable to complete the engagement.

Task 4 Letter Report

R3 will prepare a draft letter report detailing our findings and recommendations for submittal to City Staff. Based on comments received from City staff, we will finalize the letter report and issue one electronic copy and one hard copy.

Task 5 Presentations

Project Team members will be available to attend meetings to present the results of our stormwater funds audit to City staff and the City Council as directed by City staff. All presentation materials will be developed in Microsoft PowerPoint and will be submitted to City staff for review and comment before being finalized.

Budget

We propose to complete the above Work Scope on a time and materials basis with a total not to exceed a budget of \$50,000.

EXHIBIT A**Audit of the City of Rancho Cordova's Commercial Hauler's "Mandatory Commercial and Multi-Family Recycling – Hauler Status Report"**

During the jurisdictional review process, CalRecycle identified the need for improvement of the City's Mandatory Commercial Recycling monitoring and tracking system. The City's commercial franchise haulers are required to maintain accurate records on all Covered Generators and complete quarterly reports to the City. Currently only USA Waste of California (Waste Management), Republic Services and Atlas Disposal Services, LLC service customers who are considered Covered Generators. Over the past reporting cycles, R3 has identified large swings in both the number of Covered Generators and in Compliant Covered Generators reported by these commercial franchise haulers. To ensure accurate reporting, R3 recommends the City audit commercial haulers' Hauler Status Reports for the third quarter of 2013 for accuracy and completeness.

Objectives

To audit the following for accuracy and completeness for the third quarter of 2013:

- Reported total number of Covered Generators serviced by reporting commercial franchise haulers in Rancho Cordova subject to the City's Business and Multi-Family Recycling Ordinance; and
- Reported total number of Compliant and Non-Compliant Covered Generators.

Audit Work Scope**Task 1 Review Hauler Status Report**

The review will determine accuracy and completeness of the Haulers' "Mandatory Commercial and Multi-Family Recycling – Hauler Status Report". R3 will take the following steps to complete the review:

Information Request

Review the following source documentation provided by the commercial franchise haulers:

- "Mandatory Commercial and Multi-Family Recycling – Hauler Status Report";
- Complete customer list that includes service level for both garbage and recycling services;
- "Billing Run" for one month within the reporting quarter;
- Gross Revenue Return Form; and
- Customer's "Recycling Plan".

Determine Total Number of Covered Generators

EXHIBIT A

- Compare “Billing Run” to Gross Revenue Return Form to confirm all customer revenues are accounted for on the “Billing Run”;
- Compare the customers on the “Billing Run” to the complete customers list to confirm the hauler has accounted for all customers on the hauler’s customer list; and.
- Sort the customer list by customers receiving four or more yards of weekly garbage service to determine the total number of Covered Generators.

Determine Total Number of Compliant and Non-Compliant Covered Generators

Covered Generators are compliant with the City’s Mandatory Commercial and Multi-Family Recycling Ordinance by meeting one of the following:

- Covered Generator receives recycling services from their franchised commercial waste hauler;
- Covered Generator receives recycling service from a third party recycler and has a completed “Recycling Plan” on file with their franchised commercial waste hauler; or
- Covered Generator self-hauls recyclable material and has a completed “Recycling Plan” on file with their franchised commercial waste hauler.

To confirm compliant and non-compliant covered generators, R3 Consulting will take the following steps:

- Determine which customers are receiving four or more yards of weekly garbage and receiving recycling service from the franchise commercial waste haulers.
- For all remaining covered generators who do not receive recycling service from the haulers, R3 will confirm a completed “Recycling Plan” is on file with the franchised commercial waste hauler.

Task 2 Letter Report

R3 will prepare a draft letter report detailing our findings and recommendations for submittal to City Staff. Based on comments received from City staff we will finalize the letter report and issue one electronic copy and one hard copy.

Budget

We propose to complete the above Work Scope on a time and materials basis with a total not to exceed a budget of \$5,000.

MEMORANDUM

DATE: January 21, 2014
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Sr. Finance Analyst



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND ACCEPTING, THE FY 2012-13 DEVELOPMENT IMPACT FEE REPORT FOR THE AB1600 DEVELOPMENT FEES

RECOMMENDATION

Adopt Resolution No. 4-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution allows the City to remain in compliance with California Government Code Section 66000, *et seq.*

BACKGROUND

State law (California Government Code Section 66006) requires each local agency that imposes AB1600 development impact fees to prepare an annual report providing specific information about those fees. The AB1600 legal requirements stipulate that the fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general fund or the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

California Government Code Section 66006(b) requires that for each separate account or fund, the local agency shall, within 180 days after the last day of the fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund
- The amount of the fee
- The beginning and ending balance of the account or fund
- The amount of the fees collected and interest earned
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees

- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

If the agency no longer needs the funds for the purposes collected, or if the agency fails to make required finding, or perform certain administrative tasks prescribed by AB1600, the agency may be required to refund, on a prorated basis to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

The report must be reviewed by the City Council at a regularly scheduled public meeting, not less than 15 days after the information is made available to the public. In addition, notice of the time and place of the meeting shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for such a mailed notice, of which the City has none. The report was posted to the City's website and available for public review on December 31, 2013.

The FY 2012-13 Development Impact Fee Report has been prepared to include both the annual and most of the five year requirements for the City, with the other five year requirements being met in the attached resolution. It should also be noted that the Report includes fees that were in place on June 30, 2013 and does not necessarily represent current fee levels since any fee adjustments after June 30th will be captured in the FY 2013-14 Development Impact Fee Report.

Currently the City has five different impact fee programs as described in the Report, the Community Facility Fee Program, Housing Trust Development Impact Fee, Sunrise Douglas Fee Program, Transportation Impact Fee Program and the Villages of Zinfandel Fee Program.

The Community Facility Fee (CFF) Program was updated in April 2013 and combined fee components from the City's 2004 and 2005 Fee Studies into a single fee category while continuing to report the library fee separately. Additionally both the Sunrise Douglas and the Villages of Zinfandel fee programs were modified to allow the CFF Library Fee to be collected in lieu of collecting individual library fees for these areas. This resulted in three individual library funds being combined into a single CFF-Library Fund. As a result of this consolidation, the Library component has held a total of \$533,375 beyond the five year period as described in AB1600. This amount is down from last year's program wide total of \$2,437,049 with the decrease being a direct result of the combining of individual fee components. These funds are being accumulating for the construction or rehabilitation of library facilities and must be retained until sufficient fees have been collected to start construction.

The Housing Trust Development Impact Fee Fund has not held funds beyond the five year period described in AB1600.

The Sunrise Douglas Fee Program has multiple components, with a combined total of \$6,683,666, which has been held beyond the five year period as described in AB1600. This amount is up from last year's total of \$6,539,711. These components include Program Updates (\$64,204), Park (\$4,384,362), Roadway (\$1,542,510), Transit (\$371,216) and Program Admin (\$321,374). Each of these programs are accumulating funds for facilities/services that either i) have not reached a population which requires the construction of the facility or ii) have not accumulated enough funding to construct the facility.

The Transportation Impact Fee Program has held \$10,525,389 beyond the five year period as described in AB1600. This amount is down from last year's total of \$11,070,375. This Fund is accumulating funds for major construction projects that either i) have not reached a population which requires the construction of the facilities or ii) have not accumulated enough funding to construct the facility (like the Rancho Cordova Parkway Interchange, estimated to cost \$100,000,000 and International Drive from Sunrise Blvd to Rancho Cordova Parkway Loop, estimated to cost \$57,688,000).

The Villages of Zinfandel Fee Program has multiple components, with a combined total of \$248,420, which have been held beyond the five year period as described in AB1600. This amount is down from last year's total of \$412,633 as a result of the library fee being closed into the CFF Library fee. These components include Transportation (\$245,011) and Program Admin (\$3,409). Each of these programs are accumulating funds for facilities/services that either i) have not reached a population which requires the construction of the facility or ii) have not accumulated enough funding to construct the facility.

ATTACHMENTS

1. Resolution No. 4-2014.
2. Development Impact Fee Report (FY 2012-13).

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 4-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND
ACCEPTING, THE FY 2012-13 PUBLIC FACILITIES FEE REPORT FOR
THE AB 1600 DEVELOPMENT FEES**

WHEREAS, the City of Rancho Cordova imposes fees to mitigate the impacts of development, pursuant to Government Code section 66000 *et seq.*; and

WHEREAS, in accordance with California Government Code section 66006(a), the City has established and maintained separate funds for each development impact fee in a manner to avoid any commingling of the fees with other revenues and funds of the City, except for temporary investments, and has expended those fees solely for the purpose for which the fees were collected; and

WHEREAS, California Government Code section 66006(b)(1) requires cities to prepare and make available to the public a report describing each development impact fee and providing details related to its use within one hundred eighty (180) days after the last day of each fiscal year; and

WHEREAS, California Government Code Section 66001(d) also requires cities to prepare a report every fifth fiscal year following the first deposit of development impact fees, and every five years thereafter. Cities are required to make findings with respect to the funds collected and that portion of the funds remaining unexpended, whether committed or uncommitted; and

WHEREAS, the Development Impact Fee Report, for the Fiscal Year Ending June 30, 2013, (the "Report"), attached hereto as **Exhibit "A"**, provides a description of each fee, its amount, and various information required by Government Code section 66006(b)(1) to be reported on an annual basis and also provides the information required by Government Code section 66001(d) for five year reports; and

WHEREAS, the Report provides information required by Government Code sections 66001 and 66006 for the following approved development impact fees:

- **Housing Trust Development Impact Fee:** On December 1, 2003, the City Council approved Ordinance No. 26-2003 continuing the Housing Trust Development Impact Fee in effect when the City incorporated, which is to be used to finance municipal public facilities to reduce the impacts caused by future developments in the Rancho Cordova area on the housing stock, including but not limited to very low income housing facilities; and
- **Villages of Zinfandel Public Facilities Financing Plan Development Fees:** On December 15, 2003, the City Council approved Resolution No. 80-2003 establishing the Villages of Zinfandel Public Facilities Financing Plan Development Fees to finance development within the Villages of Zinfandel Special Plan Area; and

ATTACHMENT 1

- **Sunrise Douglas Community Plan Development Impact Fees:** On June 21, 2004, the City Council approved Resolution No. 79-2004 establishing the Sunrise Douglas Community Plan Development Impact Fee Program to finance the required roadways, transit shuttle, supplemental offsite water, interim sewer, park and library facilities necessary to service development in the Sunridge Specific Plan, as well as defray the cost of periodic updated to and routine administration of the Sunrise Douglas Community Plan Development Fee Program; and
- **Community Facilities Fee Program:** On April 1, 2013, the City Council approved Resolution No. 38-2013 updating the Community Facilities Fee Program, which was originally established in 2004 and updated in 2005, to fund a portion of the future municipal facilities required to serve an increased City population due to anticipated future development; and
- **Transportation Development Impact Fee Program:** On December 19, 2005, the City Council approved Ordinance 33-2005 establishing a Transportation Development Impact Fee (TDIF) Program 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. An update to the TDIF was approved by the City Council on January 22, 2013 with the approval of Resolution 7-2013; and

WHEREAS, California Government Code Section 66006(b)(2) requires that the governing body of the City review the information made available to the public at a regularly scheduled public meeting not less than 15 days after the information is made available to the public; and

WHEREAS, the Report was made available to the public on the City's website on December 31, 2013; and

WHEREAS, on January 21, 2014, the City Council reviewed the report and approved it pursuant to Government Code sections 66001 and 66006.

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

Section 1. The City Council does hereby find and determine that the foregoing recitals and determinations are true and correct.

Section 2. The City Council has reviewed the Report and finds that it complies with California Government Code section 66006(b), setting the requirements for fiscal year reporting for development impact fees. The City Council finds that the Report provides the following required information:

- A. A brief description of the type of fee in the account or fund (Report pg. 4-5);
- B. The amount of the fee (Report pg. 6-8);
- C. The beginning and ending balance of the account or fund (Report pg. 9-10);
- D. The amount of the fees collected and interest earned (Report pg. 9-10);

ATTACHMENT 1

- E. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees (Report pg. 28-30);
- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Report pg. 28-30);
- G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan (Report pg. 24-26); and
- H. The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded (Report pg. 26).

Section 3. The City Council further finds that the nexus studies and ordinances or resolutions adopting the above listed development impact fees, which describe the purpose(s) for which the fees were collected and the nexus between the fees and purpose for which the fees are charged, are still valid and are still the purpose for which the fees will be used. This finding, along with the Report, satisfies the requirements of California Government Code section 66001(d) for a five year report. The nexus studies, this Resolution and the Report provide the following information:

- A. The purpose to which the fee is to be put;
- B. A reasonable relationship between the fee and purpose for which it is charged;
- C. All sources and amounts of funding anticipated to complete financing in incomplete improvements;
- D. Designates the approximate dates on which the funding is expected to be deposited into the appropriate account or fund; and
- E. For any action imposing a fee as a condition of approval of a development project by the City, the nexus studies, this Resolution and the Report demonstrate that there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Section 4. The City Council hereby finds that all reportable fees, collections and expenditures have been received, deposited, invested and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for the fiscal year 2012-13.

Section 5. The City Council hereby finds that no refunds and allocations of reportable fees, as required by California Government Code section 66001, are deemed payable at this time.

Section 6. The City Council hereby finds the City is in compliance with California Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure or refund of

ATTACHMENT 1

reportable fees received and expended relative to the individual impact fee programs in place for new development in fiscal year 2012-13.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2203215.1



PUBLIC REVIEW DRAFT

December 30, 2013

Fiscal Year Ended June 30, 2013

Development Impact Fee Report

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LEGAL REQUIREMENTS

A. REQUIREMENTS FOR DEVELOPMENT IMPACT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 development impact fees to prepare an annual report providing specific information about those fees. Within the AB1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

LEGAL REQUIREMENTS (Continued)

B. ADDITIONAL NOTES

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which provides program summary information for the City's various capital improvement funding programs, as well as project summary information (revenue, expenditures and project schedule) for the specific projects selected for implementation during the CIP period. The CIP describes the five-year plan for allocating funds from the Impact Fee Programs, Measure A Transportation Sales Tax, State and Federal Grants, Gas Tax, Roadway Funds, Supplemental Transportation Fees, Storm Water Utility Tax and Transit Related Service Area Tax. A copy of the City's most recent CIP can be found under the Public Works Department page on the City's website at www.cityofranhocordova.org.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps maximize the funds available. This type of fiscal management is important during periods, such as the current one, that are typified by budgetary demands exceeding financial resources.

C. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The Development Impact Fee Program has been in effect in Rancho Cordova since incorporation in fiscal year 2003/04. The Development Impact Fee Program consists of multiple components which were individually adopted by the City Council. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's Capital Improvement Plan (CIP) projects are financed, in part, by the development impact fees outlined in the description of the development impact fees on the following pages. The City's CIP provide infrastructure to the residents and businesses in Rancho Cordova in order to keep pace with ongoing development in, and adjacent to, the community. Estimated project costs, and the summary of fee apportionment to each development fee type, are detailed within the adopted Nexus Studies establishing the individual Development Impact Fee program(s) and are on file with the City Clerk's Office.

Information on projects in the Development Impact Fee Program(s) can be found on pages 28-30. The information in these tables include: Current Projects, Project Phase, Construction Estimated Start Date, Construction Estimated Completion Date, Estimated Project Cost and Development Fee information including Funding to Date, Budget to Date and % of Total Project Cost.

*Development Impact Fee Report***LEGAL REQUIREMENTS (Continued)****D. FUNDING OF INFRASTRUCTURE**

The 2012/13 - 2016/17 Capital Improvement Plan (CIP) identifies all funding sources and amounts for individual projects through 2016/17. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. All future planned infrastructure needs are outlined in the Development Impact Fee Program(s). The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

E. CURRENT PROJECTS

Construction is currently underway on the following projects:

CP05-2009 – International Drive (Kilgore Rd to Sunrise Blvd)

CP06-2021 – Air Park Drive (Mather Blvd to International Dr)

CP06-2022 – Chrysanthy Boulevard (Sunrise Blvd to Jaeger Rd)

CP06-2024 – Douglas Road (Sunrise Blvd to Americanos Blvd)

CP06-2027 – N. Mather Blvd (Mather Fld Plaza to Zinfandel Dr)

CP06-2028 – Sunrise Blvd (Douglas Rd to Keifer Blvd) (Credit Prgm)

CP07-2033 – Folsom Blvd and Mather Field Road Enh II

CP07-2035 – Rancho Cordova Pkwy (Credit Prgm)

CP07-2036 – Keifer Blvd (Sunrise Blvd to Jaeger Rd) (Credit Prgm)

CP07-2055 – White Rock Rd Improv., Phase I

CP09-2078 – Douglas Road Bike and Pedestrian Safety Improv

CP10-2083 – Douglas Road (Rancho Cordova Pkwy to Americanos)

CP12-2108 – Bicycle Traffic Signal Detection Project

CP12-2115 – Zinfandel Drive and Folsom Blvd Intersection Improv

CP13-2117 – Old Placerville Complete Street Project

DESCRIPTION OF DEVELOPMENT IMPACT FEES

Community Facilities Fee (CFF) Program – This program was established by the City to cover the costs of municipal facilities required to serve an increased population as a result of new development. The city has identified these facilities to include a city hall, a police station, a community center, a city corporation yard, a city museum, a parking structure, library facilities and ongoing administration of the CFF program. The fee program was updated in April 2013 and combined fee components from the City's 2004 and 2005 Fee Studies into a single fee category while continuing to report the library fee separately since the City is holding these funds on behalf of the Sacramento Public Library Authority.

Community Facilities Impact Fee – To provide for new development's share of the cost of municipal facilities, furnishing and equipment required to service the City.

Library Impact Fee – To provide for new development's share of the cost of a library building, furnishings, equipment, books, financing and the purchase of land.

Housing Trust Development Impact Fee – A non-residential impact fee used to offset some of the increased burden of need for very low income housing, created by the construction of non-residential uses, which employ a significant number of low wage earners.

Sunrise Douglas (SD) Impact Fee Program – These specific plan development impact fees are imposed on development in the Sunridge Specific Plan (SRSP), which is part of the Sunrise Douglas Community Plan (SDCP) development area. It includes additional fees for fee program updates, interim sewer facilities, park development improvements, supplemental offsite water facilities, roadways improvements, transit shuttles, and administration of the fee program. These funds can only be spent on facilities in the SDCP Capital Improvement Plan (CIP) to mitigate impact as a result of development in the SDCP area.

SD Fee Program Update Impact Fee – To provide funding for program updates to the Sunrise Douglas Impact Fee Program.

SD Interim Sewer Impact Fee – To provide funding for the construction of interim sewer facilities to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any interim sewer facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the required interim sewer development fee.

SD Park Impact Fee – To provide funding for the construction of park and recreation facilities necessary for development within the SRSP area. Upon application by the property owner or his authorized agent, Cordova Recreation and Park District may authorize the construction of any park and recreation facilities, or portions thereof, as designated in the SDCP Impact Fee Program. The developer will then either be reimbursed for these cost from fees collected from other developers in the SDCP area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the SDCP area.

SD Supplemental Offsite Water Impact Fee – To provide funding for the construction of offsite water improvements to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any offsite water facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the supplemental offsite water development fee.

Development Impact Fee Report

DESCRIPTION OF DEVELOPMENT IMPACT FEES (Continued)

SD Roadway Impact Fee – To provide funding to construct roads, intersections, and other roadway improvements in the SDCP CIP needed to mitigate the impacts of new development within the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the priority list in the SD Impact Fee Program. The developer will then either be reimbursed for these cost from fees collected from other developers in the SDCP area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the SDCP area.

SD Transit Shuttle Impact Fee – To provide funding for the development and operation of a transit shuttle within the Sunrise Douglas Community Plan area.

SD Administration Impact Fee – To provide funding for the administrative duties associated with the SD Impact Fee program.

Traffic Mitigation Impact Fee – This development impact fee is a citywide fee imposed on new development in the City to cover the fair share cost of traffic impacts resulting from new development, including program administration. The funds collected will be used for construction of the transportation improvements listed in the Transportation Capital Improvement Plan (CIP) Development Impact Fee Program.

Upon application by the property owner or his authorized agent, the City may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation impact fee program. The developer will then either be reimbursed for these cost from fees collected from other developers, only to the extent the funds are available, or a credit in lieu of all, or a portion of the required transportation impact fee.

Villages of Zinfandel (VOZ) Impact Fee Program – These specific plan fees are imposed on new development in the Villages of Zinfandel special planning area. It includes fees for offsite roadway improvement and the administration of the fee program. These funds can only be spent on facilities identified in the VOZ Development Impact Fee Program to mitigate impact as a result of development in the VOZ special planning area.

VOZ Roadway Impact Fee – To provide funding for the cost of constructing offsite roadway mitigation facilities required to serve residents within the Villages of Zinfandel Public Facilities Financing Plan area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any offsite roadway mitigation facilities, or portions thereof, as designated in the Public Facilities Financing Plan – Offsite Roadway Mitigation Fee Program. The developer will than either be reimbursed for these cost from impact fees collected within the VOZ Public Facilities Financing Plan area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the VOZ Public Facilities Financing Plan area.

VOZ Administration Impact Fee – To provide funding for the administrative duties associated with the VOZ Impact Fee program.

Development Impact Fee Report

CURRENT FEE SCHEDULE

The Development Fee program is reviewed periodically to ensure the Development Impact Fee Program is accounting for all planned future development. The updated Development Impact Fee Program information is then used to determine the amount of fees available for the funding of the proposed capital improvement projects identified in the development of the five-year Capital Improvement Plan (CIP).

DEVELOPMENT IMPACT FEES					
at June 30, 2013					
Fee Category	Residential		Non-Residential		
	Single Family Per Unit	Multi-Family Per Unit	Office Per Sq. Ft	Commercial Per Sq. Ft	Industrial Per Sq. Ft
Community Facility Impact Fees*:					
Community Facilities	2,822.00	2,205.00	0.71	0.43	0.18
Library	578.00	452.00	n/a	n/a	n/a
Total Fees	\$ 3,400.00	\$ 2,657.00	\$ 0.71	\$ 0.43	\$ 0.18

* Fee rates are inclusive of administrative charges

DEVELOPMENT IMPACT FEES							
at June 30, 2013							
Fee Category	Residential	Non-Residential					
		Office Per Sq. Ft	Hotel Per Sq. Ft	Research & Development Per Sq. Ft	Commercial Per Sq. Ft	Manufacturing Per Sq. Ft	Warehouse Per Sq. Ft
Very Low Income Housing Impact Fee							
Impact Fee	n/a	0.97	0.92	0.82	0.77	0.61	0.26
Program Admin	n/a	Between \$30 and \$100 as determined by Plan Review					

Development Impact Fee Report

CURRENT FEE SCHEDULE (Continued)

DEVELOPMENT IMPACT FEES				
at June 30, 2013				
Fee Category	Residential		Non-Residential	
	Single Family Per Unit	Multi-Family Per Unit	Office Per Sq. Ft	Commercial Per Sq. Ft
Sunrise Douglas (SD) Impact Fees:				
Fee Program Update	74.16	21.68	0.02	0.03
Interim Sewer	864.72	648.54	0.18	0.09
Park*	6,945.69	5,426.39	0.92	0.63
Supp. Offsite Water	1,254.07	940.83	0.39	0.46
Roadway	12,890.33	8,485.10	11.32	14.15
Transit Shuttle	70.74	176.85	0.23	0.39
Program Admin	568.28	385.24	0.45	0.57
Total Fees	\$ 22,667.99	\$ 16,084.63	\$ 13.51	\$ 16.32

* Non-Development Agreement Fee; Development Agreement Fees vary based on Park Projects located within the development.

DEVELOPMENT IMPACT FEES							
at June 30, 2013							
Fee Category	Residential				Non-Residential		
	Detached > 1,200 SF Per Unit	Detached ≤ 1,200 SF Per Unit	Attached Per Unit	Multi-Family Per Unit	Commercial Per Sq. Ft	Office Per Sq. Ft	Industrial/ Manufacturing Per Sq. Ft
Traffic Mitigation Impact Fees:							
Area 1 - Infill	\$ 8,900.00	\$ 5,941.00	\$ 5,941.00	\$ 5,793.00	\$ 8.53	\$ 8.26	\$ 4.45
Area 2 - New Development	\$ 15,499.00	\$ 13,639.00	\$ 13,639.00	\$ 10,849.00	\$ 11.37	\$ 8.73	\$ 4.45

* Fee rates are inclusive of administrative charges which continue to be reported in a separate fund in the accounting system.

Development Impact Fee Report

CURRENT FEE SCHEDULE (Continued)

DEVELOPMENT IMPACT FEES						
at June 30, 2013						
Fee Category	Residential			Non-Residential		
	Single Family Low Density	Cluster Low Density	Medium Density	Office	Commercial	Industrial
	Per Unit	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Villages of Zinfandel (VOZ) Impact Fees:						
Roadway	269.03	239.13	209.24	0.34	0.40	0.35
Program Admin	8.07	7.17	6.28	0.01	0.01	0.01
Total Fees	\$ 277.10	\$ 246.30	\$ 215.52	\$0.35	\$ 0.41	\$ 0.36

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2013

Description	Community Facilities Fee Program			Sunrise Douglas Fee Program		
	Community Facilities ⁽¹⁾	Library ⁽²⁾	Very Low Income Housing	Fee Program Update	Interim Sewer	Park
REVENUES						
Fees	257,416	51,403	24,694	18,021	109,746	1,184,660
Interest	226	3,733	207	699	96,860	49,011
Other Revenues	1,304,995	2,130,718	-	-	1,813	-
Total Revenues	<u>\$ 1,562,636</u>	<u>\$ 2,185,853</u>	<u>\$ 24,901</u>	<u>\$ 18,720</u>	<u>\$ 208,420</u>	<u>\$ 1,233,671</u>
EXPENDITURES						
Expenditures	8,587	848	219,428	-	96,860	92,082
Transfer Out	11,601	1,107	-	-	-	-
Total Expenditures	<u>\$ 20,188</u>	<u>\$ 1,955</u>	<u>\$ 219,428</u>	<u>\$ -</u>	<u>\$ 96,860</u>	<u>\$ 92,082</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ 1,542,448</u>	<u>\$ 2,183,898</u>	<u>\$ (194,527)</u>	<u>\$ 18,720</u>	<u>\$ 111,560</u>	<u>\$ 1,141,589</u>
Fund Balance, Beginning of Year	-	602,776	\$ 97,130	\$ 102,512	\$ 235,990	\$ 7,214,797
Fund Balance, End of Year	<u>\$ 1,542,448</u>	<u>\$ 2,786,674</u>	<u>\$ (97,397)</u>	<u>\$ 121,232</u>	<u>\$ 347,550</u>	<u>\$ 8,356,386</u>

Notes:

- (1) An Updated Nexus Study was adopted in April 2013 which combined facility fees which had been reported as separate line items in the prior nexus study into a single fee component called Community Facilities. For reporting purposes all activity reported in individual funds prior to the implementation of the combined fee have been consolidated for reporting purposes.
- (2) Council approved consolidation of the SD Library Fee, the Villages of Zinfandel Library Fee into the Community Facility Fee - Library Fee. For reporting purposes all activity reported in the individual library funds prior to the implementation of the consolidated library fee have has all been reported in CFF - Library Fee

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2013

Description	Sunrise Douglas Fee Program (Continued)				Traffic Mitigation Impact Fee ⁽³⁾	Village of Zinfandel Fee Program	
	Suppl Offsite Water	Roadway	Transit	Program Admin		Roadway	Program Admin
REVENUES							
Fees	279,838	3,116,386	17,190	138,579	1,643,890	10,223	826
Interest	1,045	92,598	2,733	4,949	135,577	1,956	43
Other Revenues	-	-	-	-	-	-	-
Total Revenues	<u>\$ 280,883</u>	<u>\$ 3,208,984</u>	<u>\$ 19,923</u>	<u>\$ 143,529</u>	<u>\$ 1,779,467</u>	<u>\$ 12,179</u>	<u>\$ 869</u>
EXPENDITURES							
Expenditures	135,638	10,000	-	161,076	212,633	-	1,326
Transfer Out	-	2,983,792	-	-	3,055,968	760	-
Total Expenditures	<u>\$ 135,638</u>	<u>\$ 2,993,792</u>	<u>\$ -</u>	<u>\$ 161,076</u>	<u>\$ 3,268,601</u>	<u>\$ 760</u>	<u>\$ 1,326</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ 145,245</u>	<u>\$ 215,192</u>	<u>\$ 19,923</u>	<u>\$ (17,548)</u>	<u>\$ (1,489,133)</u>	<u>\$ 11,419</u>	<u>\$ (457)</u>
Fund Balance, Beginning of Year	\$ 107,589	\$13,793,908	\$ 419,983	\$ 787,015	20,739,971	\$ 303,029	\$ 6,790
Fund Balance, End of Year	\$ 252,834	\$14,009,100	\$ 439,906	\$ 769,467	\$19,250,838	\$ 314,448	\$ 6,333

Notes:

(3) An Updated Nexus Study was adopted in January 2013 which combined fees which had been reported as separate line items in the prior nexus study into a single fee component. For reporting purposes all activity reported in individual funds prior to the implementation of the combined fee have been consolidated for reporting purposes.

Capital Facility Fees (CFF) - Community Facilities

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	-	-	-	-	257,416
Interest	-	-	-	-	226
Other Revenues	-	-	-	-	1,304,995
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,562,636</u>
EXPENDITURES					
Expenditures	-	-	-	-	8,587
Transfer Out	-	-	-	-	11,601
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,188</u>
REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-	1,542,448
Fund Balance, Beginning of Year	-	-	-	-	-
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,542,448</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	-	-	-	-	-
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Result: Five Year Revenue Test met in accordance with Government Code 66001

City of Rancho Cordova

ATTACHMENT 2

Capital Facility Fees (CFF) - Library

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	100,386	32,154	3,645	9,844	51,403
Interest	10,624	7,659	9,353	4,791	3,733
Other Revenues	-	-	-	-	2,130,718
Total Revenues	111,010	39,813	12,998	14,635	2,185,853
EXPENDITURES					
Expenditures	-	-	-	-	848
Transfer Out	-	-	-	-	1,107
Total Expenditures	-	-	-	-	1,955
REVENUES OVER (UNDER) EXPENDITURES	111,010	39,813	12,998	14,635	2,183,898
Fund Balance, Beginning of Year	424,320	535,330	575,143	588,141	602,776
Fund Balance, End of Year	\$ 535,330	\$ 575,143	\$ 588,141	\$ 602,776	\$ 2,786,674

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	111,010	39,813	12,998	14,635	2,185,853
Prior Year (2-yr Old Funds)	68,788	111,010	39,813	12,998	14,635
Prior Year (3-yr Old Funds)	148,810	68,788	111,010	39,813	12,998
Prior Year (4-yr Old Funds)	40,666	148,810	68,788	111,010	39,813
Prior Year (5-yr Old Funds)	166,056 ⁽¹⁾	40,666 ⁽¹⁾	148,810 ⁽¹⁾	68,788 ⁽¹⁾	111,010 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	166,056 ⁽¹⁾	206,722 ⁽¹⁾	355,532 ⁽¹⁾	422,365 ⁽¹⁾
Total Revenues	\$ 535,330	\$ 575,143	\$ 588,141	\$ 602,776	\$ 2,786,674

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Community Facility Fees - Library Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the future construction of a Library Branch(es) and therefor must be retained until enough fees have been collected to start construction of the project.

City of Rancho Cordova

ATTACHMENT 2

Very Low Income Housing

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	185,604	15,863	16,240	104,688	24,694
Interest	18,471	10,961	5,960	1,413	207
Other Revenues	-	-	77,453	-	-
Total Revenues	204,075	26,824	99,653	106,101	24,901
EXPENDITURES					
Expenditures	1,955	47,054	56,111	35,308	219,428
Transfer Out	14,100	768,319	-	75,482	-
Total Expenditures	16,055	815,373	56,111	110,790	219,428
REVENUES OVER (UNDER) EXPENDITURES	188,020	(788,549)	43,542	(4,689)	(194,527)
Fund Balance, Beginning of Year	658,806	846,826	58,277	101,819	97,130
Fund Balance, End of Year	\$ 846,826	\$ 58,277	\$ 101,819	\$ 97,130	\$ (97,397)

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	204,075	26,824	99,653	97,130	-
Prior Year (2-yr Old Funds)	380,633	31,453	2,166	-	-
Prior Year (3-yr Old Funds)	54,078	-	-	-	-
Prior Year (4-yr Old Funds)	78,326	-	-	-	-
Prior Year (5-yr Old Funds)	68,390	-	-	-	-
Greater than Five Prior Fiscal Years	61,324	-	-	-	-
Total Revenues	\$ 846,826	\$ 58,277	\$ 101,819	\$ 97,130	\$ -

Result: Five Year Revenue Test met in accordance with Government Code 6600:

Sunrise Douglas(SD) - Program Update Fee

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	8,902	12,607	10,617	12,014	18,021
Interest	1,313	996	1,299	775	699
Other Revenues	-	-	-	-	-
Total Revenues	10,215	13,603	11,916	12,789	18,720
EXPENDITURES					
Expenditures	58	-	-	-	-
Transfer Out	-	-	-	-	-
Total Expenditures	58	-	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	10,157	13,603	11,916	12,789	18,720
Fund Balance, Beginning of Year	54,047	64,204	77,807	89,723	102,512
Fund Balance, End of Year	\$ 64,204	\$ 77,807	\$ 89,723	\$ 102,512	\$ 121,232

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	10,215	13,603	11,916	12,789	18,720
Prior Year (2-yr Old Funds)	13,504	10,215	13,603	11,916	12,789
Prior Year (3-yr Old Funds)	38,710	13,504	10,215	13,603	11,916
Prior Year (4-yr Old Funds)	1,775	38,710	13,504	10,215	13,603
Prior Year (5-yr Old Funds)	-	1,775 ⁽¹⁾	38,710 ⁽¹⁾	13,504 ⁽¹⁾	10,215 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	-	1,775 ⁽¹⁾	40,485 ⁽¹⁾	53,989 ⁽¹⁾
Total Revenues	\$ 64,204	\$ 77,807	\$ 89,723	\$ 102,512	\$ 121,232

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Sunrise Douglas Program Update Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for future program reviews and updates and therefor must be retained for future cost.

City of Rancho Cordova

ATTACHMENT 2

Sunrise Douglas(SD) - Interim Sewer

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	83,020	158,384	122,863	136,627	109,746
Interest	12,460	2,674	4,135	1,437	96,860
Other Revenues	-	-	-	-	1,813
Total Revenues	95,480	161,058	126,998	138,064	208,420
EXPENDITURES					
Expenditures	330,339	413,663	61,468	20,754	96,860
Transfer Out	-	-	-	-	-
Total Expenditures	330,339	413,663	61,468	20,754	96,860
REVENUES OVER (UNDER) EXPENDITURES	(234,859)	(252,605)	65,530	117,310	111,560
Fund Balance, Beginning of Year	540,614	305,755	53,150	118,680	235,990
Fund Balance, End of Year	\$ 305,755	\$ 53,150	\$ 118,680	\$ 235,990	\$ 347,550

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	95,480	53,150	118,680	138,064	208,420
Prior Year (2-yr Old Funds)	207,359	-	-	97,926	138,064
Prior Year (3-yr Old Funds)	2,916	-	-	-	1,066
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 305,755	\$ 53,150	\$ 118,680	\$ 235,990	\$ 347,550

Result: Five Year Revenue Test met in accordance with Government Code 6600:

Sunrise Douglas(SD) - Park

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	299,377	809,552	739,233	933,483	1,184,660
Interest	131,523	90,341	70,277	54,724	49,011
Other Revenues	-	-	40,743	-	-
Total Revenues	430,900	899,893	850,253	988,207	1,233,671
EXPENDITURES					
Expenditures	(145,172)	190,365	1,349,408	131,171	92,082
Transfer Out	-	-	-	-	-
Total Expenditures	(145,172)	190,365	1,349,408	131,171	92,082
REVENUES OVER (UNDER) EXPENDITURES	576,072	709,528	(499,155)	857,036	1,141,589
Fund Balance, Beginning of Year	5,571,316	6,147,388	6,856,916	6,357,761	7,214,797
Fund Balance, End of Year	\$ 6,147,388	\$ 6,856,916	\$ 6,357,761	\$ 7,214,797	\$ 8,356,386

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	430,900	899,893	850,253	988,207	1,233,671
Prior Year (2-yr Old Funds)	1,934,329	430,900	899,893	850,253	988,207
Prior Year (3-yr Old Funds)	2,768,418	1,934,329	430,900	899,893	850,253
Prior Year (4-yr Old Funds)	1,013,741	2,768,418	1,934,329	430,900	899,893
Prior Year (5-yr Old Funds)	-	823,376 ⁽¹⁾	2,242,386 ⁽¹⁾	1,934,329 ⁽¹⁾	430,900 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	-	-	2,111,215	3,953,462 ⁽¹⁾
Total Revenues	\$ 6,147,388	\$ 6,856,916	\$ 6,357,761	\$ 7,214,797	\$ 8,356,386

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Sunrise Douglas Park Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the future construction of park and recreation facilities necessary for development within the Sunrise Douglas Community Plan Area and therefor must be retained until enough fees have been collected to start construction of the project.

City of Rancho Cordova

ATTACHMENT 2

Sunrise Douglas(SD) - Supplemental Offsite Water

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	219,609	222,067	186,963	189,365	279,838
Interest	20,064	4,333	4,216	609	1,045
Other Revenues	-	-	-	-	-
Total Revenues	239,673	226,400	191,179	189,974	280,883
EXPENDITURES					
Expenditures	357,825	659,235	220,497	131,548	135,638
Transfer Out	-	-	-	-	-
Total Expenditures	357,825	659,235	220,497	131,548	135,638
REVENUES OVER (UNDER) EXPENDITURES	(118,152)	(432,835)	(29,318)	58,426	145,245
Fund Balance, Beginning of Year	629,468	511,316	78,481	49,163	107,589
Fund Balance, End of Year	\$ 511,316	\$ 78,481	\$ 49,163	\$ 107,589	\$ 252,834

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	239,673	78,481	49,163	107,589	252,834
Prior Year (2-yr Old Funds)	271,643	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 511,316	\$ 78,481	\$ 49,163	\$ 107,589	\$ 252,834

Result: Five Year Revenue Test met in accordance with Government Code 6600:

City of Rancho Cordova

ATTACHMENT 2

Sunrise Douglas(SD) - Roadway

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	2,201,633	2,370,301	1,944,354	2,004,310	3,116,386
Interest	194,718	159,231	180,014	90,206	92,598
Other Revenues	1,803,484	-	-	2,509,190	-
Total Revenues	4,199,835	2,529,532	2,124,368	4,603,706	3,208,984
EXPENDITURES					
Expenditures	13,449	15,017	10,467	6,626	10,000
Transfer Out	1,705,255	3,077,612	2,557,704	799,307	2,983,792
Total Expenditures	1,718,704	3,092,629	2,568,171	805,933	2,993,792
REVENUES OVER (UNDER) EXPENDITURES	2,481,131	(563,097)	(443,803)	3,797,773	215,192
Fund Balance, Beginning of Year	8,521,904	11,003,035	10,439,938	9,996,135	13,793,908
Fund Balance, End of Year	\$ 11,003,035	\$ 10,439,938	\$ 9,996,135	\$ 13,793,908	\$ 14,009,100

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	4,199,835	2,529,532	2,124,368	4,603,706	3,208,984
Prior Year (2-yr Old Funds)	3,160,540	4,199,835	2,529,532	2,124,368	4,603,706
Prior Year (3-yr Old Funds)	3,642,660	3,160,540	4,199,835	2,529,532	2,124,368
Prior Year (4-yr Old Funds)	-	550,031	1,142,400	4,199,835	2,529,532
Prior Year (5-yr Old Funds)	-	-	-	336,467 ⁽¹⁾	1,542,510 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 11,003,035	\$ 10,439,938	\$ 9,996,135	\$ 13,793,908	\$ 14,009,100

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Sunrise Douglas Roadway Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the future construction of roadway improvements necessary for development within the Sunrise Douglas Community Plan Area and therefor must be retained until enough fees have been collected to start construction of the various roadway projects.

Sunrise Douglas(SD) - Transit

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	14,595	12,036	10,127	11,459	17,190
Interest	7,957	5,271	6,558	3,316	2,733
Other Revenues	-	-	-	-	-
Total Revenues	22,552	17,307	16,685	14,775	19,923
EXPENDITURES					
Expenditures	-	-	-	-	-
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	22,552	17,307	16,685	14,775	19,923
Fund Balance, Beginning of Year	348,664	371,216	388,523	405,208	419,983
Fund Balance, End of Year	\$ 371,216	\$ 388,523	\$ 405,208	\$ 419,983	\$ 439,906

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	22,552	17,307	16,685	14,775	19,923
Prior Year (2-yr Old Funds)	26,570	22,552	17,307	16,685	14,775
Prior Year (3-yr Old Funds)	206,835	26,570	22,552	17,307	16,685
Prior Year (4-yr Old Funds)	67,351	206,835	26,570	22,552	17,307
Prior Year (5-yr Old Funds)	47,908 ⁽¹⁾	67,351 ⁽¹⁾	206,835 ⁽¹⁾	26,570 ⁽¹⁾	22,552 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	47,908 ⁽¹⁾	115,259 ⁽¹⁾	322,094 ⁽¹⁾	348,664 ⁽¹⁾
Total Revenues	\$ 371,216	\$ 388,523	\$ 405,208	\$ 419,983	\$ 439,906

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Sunrise Douglas Transit Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the development and operation of a transit shuttle to service the Sunrise Douglas Community Plan Area and therefor must be retained until the population is large enough to support this service and enough funds have been accumulated to operate this service.

Sunrise Douglas(SD) - Program Administration

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	80,124	96,660	81,328	91,574	138,579
Interest	21,811	13,171	15,494	6,338	4,949
Other Revenues	-	-	-	-	-
Total Revenues	101,935	109,831	96,822	97,912	143,529
EXPENDITURES					
Expenditures	137,811	203,884	172,421	114,667	161,076
Transfer Out	-	-	-	-	-
Total Expenditures	137,811	203,884	172,421	114,667	161,076
REVENUES OVER (UNDER) EXPENDITURES	(35,876)	(94,053)	(75,599)	(16,755)	(17,548)
Fund Balance, Beginning of Year	1,009,298	973,422	879,369	803,770	787,015
Fund Balance, End of Year	\$ 973,422	\$ 879,369	\$ 803,770	\$ 787,015	\$ 769,467

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	101,935	109,831	96,822	97,912	143,529
Prior Year (2-yr Old Funds)	133,464	101,935	109,831	96,822	97,912
Prior Year (3-yr Old Funds)	263,391	133,464	101,935	109,831	96,822
Prior Year (4-yr Old Funds)	474,632	263,391	133,464	101,935	109,831
Prior Year (5-yr Old Funds)	-	270,748 ⁽¹⁾	263,391 ⁽¹⁾	133,464 ⁽¹⁾	101,935 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	-	98,327 ⁽¹⁾	247,051 ⁽¹⁾	219,439 ⁽¹⁾
Total Revenues	\$ 973,422	\$ 879,369	\$ 803,770	\$ 787,015	\$ 769,467

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Sunrise Douglas Program Admin Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the ongoing administrative cost and therefor must be retained for future cost.

Traffic Mitigation

**Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years**

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	2,267,206	1,553,876	724,474	2,082,034	1,643,890
Interest	474,014	289,143	350,975	164,685	135,577
Other Revenues	-	-	629,685	1,151,109	-
Total Revenues	2,741,220	1,843,019	1,705,134	3,397,828	1,779,467
EXPENDITURES					
Expenditures	56,592	51,505	550,549	173,130	212,633
Transfer Out	3,014,773	2,333,017	1,422,657	1,765,730	3,055,968
Total Expenditures	3,071,365	2,384,522	1,973,206	1,938,860	3,268,601
REVENUES OVER (UNDER) EXPENDITURES	(330,145)	(541,503)	(268,072)	1,458,968	(1,489,133)
Fund Balance, Beginning of Year	20,420,723	20,090,578	19,549,075	19,281,003	20,739,971
Fund Balance, End of Year	<u>\$ 20,090,578</u>	<u>\$ 19,549,075</u>	<u>\$ 19,281,003</u>	<u>\$ 20,739,971</u>	<u>\$ 19,250,838</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	2,741,220	1,843,019	1,705,134	3,397,828	1,779,467
Prior Year (2-yr Old Funds)	5,785,133	2,741,220	1,843,019	1,705,134	3,397,828
Prior Year (3-yr Old Funds)	9,447,505	5,785,133	2,741,220	1,843,019	1,705,134
Prior Year (4-yr Old Funds)	2,116,720	9,179,703	5,785,133	2,741,220	1,843,019
Prior Year (5-yr Old Funds)	-	-	7,206,497 ⁽¹⁾	5,785,133 ⁽¹⁾	2,741,220 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	-	-	5,267,637	7,784,169 ⁽¹⁾
Total Revenues	\$ 20,090,578	\$ 19,549,075	\$ 19,281,003	\$ 20,739,971	\$ 19,250,838

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Traffic Mitigation Fund reports funds being held beyond the five-years as described by AB1600. While projects are being completed on an annual basis, this fund is accumulating funds for the development and construction of a new interchange, a multimillion dollar projects which is not expected to start construction in the next five year CIP funding cycle, therefor the funds must be retained until a funding level that allows construction to start is reached.

Villages of Zinfandel (VOZ) - Roadway

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	1,076	4,035	4,843	37,358	10,223
Interest	5,438	3,780	4,782	2,460	1,956
Other Revenues	-	-	-	-	-
Total Revenues	6,514	7,815	9,625	39,818	12,179
EXPENDITURES					
Expenditures	-	-	-	-	-
Transfer Out	32,586	873	10,036	8,076	760
Total Expenditures	32,586	873	10,036	8,076	760
REVENUES OVER (UNDER) EXPENDITURES	(26,072)	6,942	(411)	31,742	11,419
Fund Balance, Beginning of Year	290,828	264,756	271,698	271,287	303,029
Fund Balance, End of Year	\$ 264,756	\$ 271,698	\$ 271,287	\$ 303,029	\$ 314,448

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	6,514	7,815	9,625	39,818	12,179
Prior Year (2-yr Old Funds)	29,186	6,514	7,815	9,625	39,818
Prior Year (3-yr Old Funds)	229,056	29,186	6,514	7,815	9,625
Prior Year (4-yr Old Funds)	-	228,183	29,186	6,514	7,815
Prior Year (5-yr Old Funds)	-	-	218,147 ⁽¹⁾	29,186 ⁽¹⁾	6,514 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	-	-	210,071	238,497 ⁽¹⁾
Total Revenues	\$ 264,756	\$ 271,698	\$ 271,287	\$ 303,029	\$ 314,448

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Villages of Zinfandel Roadway Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the future construction of offsite roadway mitigation facilities to service residents within the Villages of Zinfandel Public Facilities Financing Plan and therefor must be retained until enough fees have been collected to start construction.

Villages of Zinfandel (VOZ) - Program Administration

Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

Description	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
REVENUES					
Fees	167	575	100	1,163	826
Interest	109	71	92	54	43
Other Revenues	-	-	-	-	-
Total Revenues	276	646	192	1,217	869
EXPENDITURES					
Expenditures	1,144	-	38	90	1,326
Transfer Out	-	-	-	-	-
Total Expenditures	1,144	-	38	90	1,326
REVENUES OVER (UNDER) EXPENDITURES	(868)	646	154	1,127	(457)
Fund Balance, Beginning of Year	5,731	4,863	5,509	5,663	6,790
Fund Balance, End of Year	\$ 4,863	\$ 5,509	\$ 5,663	\$ 6,790	\$ 6,333

Five Year Revenue Test Using First In First Out Method

Available Revenue	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Current Year	276	646	192	1,217	869
Prior Year (2-yr Old Funds)	1,279	276	646	192	1,217
Prior Year (3-yr Old Funds)	437	1,279	276	646	192
Prior Year (4-yr Old Funds)	2,203	437	1,279	276	646
Prior Year (5-yr Old Funds)	668 ⁽¹⁾	2,203 ⁽¹⁾	437 ⁽¹⁾	1,279 ⁽¹⁾	276 ⁽¹⁾
Greater than Five Prior Fiscal Years	-	668 ⁽¹⁾	2,833 ⁽¹⁾	3,180 ⁽¹⁾	3,133 ⁽¹⁾
Total Revenues	\$ 4,863	\$ 5,509	\$ 5,663	\$ 6,790	\$ 6,333

Result: Five Year Findings required in accordance with Government Code 66001 ⁽¹⁾

(1) The Villages of Zinfandel Admin Fund reports funds being held beyond the five-years as described by AB1600. These fund are being collected for the ongoing administrative cost, including a complete review of the program, and therefor must be retained for future cost.

NOTES TO THE DEVELOPMENT IMPACT FEE REPORT

The Notes address two items required by California Government Code Section 66006(b). Notes 1-3 provides information on any interfund transfer or loans made from a development fee account or fund, including the public improvement on which the transferred or loaned fee will be expended. In the case of an interfund loan, the date on which the loan will be repaid and the rate of interest the account or fund will receive on the loan is also provided. Note 4 provides information on the amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

NOTE #1 – 2005 SERIES A & B CERTIFICATES OF PARTICIPATION

On August 1, 2005, \$3,695,000 and \$3,010,000 in Certificated of Participate (COP's) were issued by the Rancho Cordova Finance Corporation (the "Corporation") to finance the acquisition and improvement of the new city operations facilities. Principal payments of \$75,000 to \$370,000 are due annually on September 1 through September 1, 2035. Interest rates range from 3.00% to 5.00%. Concurrently, the City entered into a facilities lease agreement with the Corporation for the use and occupancy of the facilities. The lease agreement requires the City to make rental payments to the Corporation equal to the Certificates of Participation's principal and interest payments.

The CFF - Community Facilities Fee is responsible for 62.5% of the principal and interest attributable to the 2005 COP - Series A. As of June 30, 2013, the CFF - Community Facilities Fee gross repayment obligation, including interest, totaled \$3,284,512. During FY 2012-13 the CFF - Community Facilities Fee made payments totaling \$144,255, including bank fees. Future payments on these COP's are as follows:

Long Term Debt Obligation at June 30, 2013			
For the Year Ending June 30	2005 Series A CFF - Community Facilities Obligation		
	Principal	Interest	Total
2014	56,250	88,660	144,910
2015	56,250	86,607	142,857
2016	59,375	84,423	143,798
2017	62,500	82,030	144,530
2018	62,500	79,530	142,030
2019-2023	359,375	355,121	714,496
2024-2028	446,875	267,217	714,092
2029-2033	559,375	154,336	713,711
2034-2036	396,875	27,211	424,086
Total Payments Due	2,059,375	1,225,137	3,284,512

Development Impact Fee Report

NOTE #2 – 2007 SERIES A & B CERTIFICATES OF PARTICIPATION

On January 24, 2007, \$12,100,000 and \$8,300,000 in Certificated of Participate were issued by the Rancho Cordova Finance Corporation (the “Corporation”) with interest rates ranging from 4.43% to 5.65%. The debt was issued to advance refund the 2005 Certificates of Participations, which were issued for City Hall Facility Acquisition, as tax-exempt and taxable Certificates to allow for leasing space to non-government users. Principal payments of \$65,000 to \$1,275,000 are due annually on August 1 through August 1, 2035. Concurrently, the City entered into a facilities lease agreement with the Corporation for the use and occupancy of the facilities. The lease agreement requires the City to make rental payments to the Corporation equal to the Certificates of Participation’s principal and interest payments.

The CFF - Community Facilities Fee is responsible for 62.5% of the principal and interest attributable to these COP’s. As of June 30, 2013, the CFF - Community Facilities Fee gross repayment obligation, including interest, totaled \$18,296,083. During FY 2012-13 the CFF - Community Facilities Fee made payments totaling \$832,365, including bank fees. Future payments on these COP’s are as follows:

Long Term Debt Obligation			
at June 30, 2013			
For the Year Ending June 30	2007 A & B		
	CFF - Community Facilities Obligation		
	Principal	Interest	Total
2014	287,500	544,253	831,753
2015	303,125	528,584	831,709
2016	321,875	512,064	833,939
2017	334,375	494,522	828,897
2018	356,250	475,630	831,880
2019-2023	2,106,250	2,052,391	4,158,641
2024-2028	2,703,125	1,457,967	4,161,092
2029-2033	3,343,750	812,281	4,156,031
2034-2036	1,556,250	105,891	1,662,141
Total Payments Due	11,312,500	6,983,583	18,296,083

Development Impact Fee Report

NOTE #3 – DEFERRED IMPACT FEES

In May 2008, the City enacted a Temporary Fee Deferral Program for certain development impact fees. This program allows residential and non-residential developers to defer eligible impact fees normally paid at the time of building permit issuance to the earlier of final inspection, issuance of temporary or final certificate of occupancy, or one-year from the date the fee deferral application was approved. Although originally set to expire after one year, through various Council actions the program has been extended to June 30, 2016.

Developer impact fees deferred at June 30, 2013 are as follows:

DEVELOPMENT IMPACT FEE DEFERRALS			
at June 30, 2013			
Fee Program	Residential		Non-Residential
	Single Family	Multi-Family	All Types
Community Facility Fee - Library	19,074.00	-	-
Transportation Impact Fee	290,502.30	-	-
Villages of Zinfandel - Roadway	8,877.99	-	-
Total Fees Deferred	\$ 318,454.29	\$ -	\$ -

NOTE #4 – REFUNDS PAYABLE *As defined by California Government Code Section 66006 (b)*

When the City no longer needs the funds for the purposed collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB1600, the City may be required to refund, on a prorated basis, to property owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds. At this time, all fees being collected pursuant to the Development Impact Fee Program(s) have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing services area to serve new development.

Development Impact Fee Report

DEVELOPMENT FEE PROJECT IDENTIFICATION - *California Government Code Section 66006 and 66001 require the City to make certain findings and meet reporting requirements on the use of development fees.*

The following table, on pages 28-30, illustrates several of the reporting requirements defined in the Legal Requirement section on pages 1-3.

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- Identify the purpose to which the fee is to be put.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

Most of the current projects including all funding sources and approximate dates on funding can be found in the 2012/13 – 2016/17 Capital Improvement Program (CIP). Some projects identified as “Future” in the Project Phase column will not be identified in the CIP but will be found in the corresponding Development Fee Program instead.

Information regarding completed projects which received full or partial funding from development impact fees can be obtained by contacting the Finance Department.

City of Rancho Cordova

Development Fee Program Identification - Active & Future Projects

ATTACHMENT 2

Development Impact Fees						Development Impact Fees		
Project Number	Project Description	Project Phase (1)	Estimated Start Date	Estimated Completion Date	Estimated Project Cost	Budget to Date (2)	Funding to Date (2)	Est. % Attrib. to New Dev
Community Facility Fee - Community Facilities								
	Administrative Duties associated with Community Facilities Fee Program (including updates)	Admin	2004	Post 2016-17	n/a	649,294	649,294	100%
	Animal Control Vehicles	Future	Post 2016-17	Post 2016-17	106,000	-	-	63%
	City Hall Cost	Future	Post 2016-17	Post 2016-17	54,856,000	-	-	63%
	Community Center	Future	Post 2016-17	Post 2016-17	46,834,000	-	-	63%
	Corportation Yard	Future	Post 2016-17	Post 2016-17	26,291,000	-	-	63%
	Debt Service Payment(s) - COPS 2005 A	Debt Service	2005	2035	6,808,976	5,342,225	2,203,031	63%
	Debt Service Payment(s) - COPS 2007 A&B	Debt Service	2005	2035	37,259,947	25,803,240	7,508,577	63%
	Hansen Computer System	Future	Post 2016-17	Post 2016-17	1,310,000	-	-	63%
	Museum	Future	Post 2016-17	Post 2016-17	19,993,000	-	-	63%
	Parking Structure	Future	Post 2016-17	Post 2016-17	16,571,000	-	-	63%
	Police Facilities	Future	Post 2016-17	Post 2016-17	56,085,000	-	-	63%
	Police Vehicles & Equipment	Future	Post 2016-17	Post 2016-17	4,172,000	-	-	63%
Total Community Facility Fee - Community Facilities					\$ 270,286,923	\$ 31,794,758	\$ 10,360,901	
Community Facility Fee - Library								
	Administrative Duties	Admin	2004	Post 2016-17	n/a	1,955	1,955	100%
	Regional Library Facility	Future	Post 2016-17	Post 2016-17	43,858,000	-	-	79%
Total Community Facility Fee - Library					\$ 43,858,000	\$ 1,955	\$ 1,955	
Housing Trust Development Impact Fee								
	Administrative Duties associated with Housing Program	Admin	2007	Post 2016-17	n/a	332,725	332,725	100%
CP10-2094	Senior's Crossing at New Rancho	Preliminary	2010	Post 2016-17	2,648,000	1,240,574	833,478	47%
Total Housing Trust Development Impact Fee					\$ 2,648,000	\$ 1,573,299	\$ 1,166,203	
Sunrise Douglas - Fee Program Update								
	Administrative Duties associated with Sunrise Douglas Fee Program (including program updates)	Admin	2004	Post 2016-17	n/a	118,165	118,165	100%
Sunrise Douglas - Interim Sewer								
	Chrysanthy Blvd Lift Station	Future	Post 2016-17	Post 2016-17	1,466,569	-	-	16%
	Chrysanthy Blvd Trunk Sewer	Future	Post 2016-17	Post 2016-17	1,506,556	-	-	28%
	Douglas Blvd Lift Station	Future	Post 2016-17	Post 2016-17	1,188,000	-	-	100%
	Folsom South Canal Crossing: Sewer Costs	Future	Post 2016-17	Post 2016-17	1,545,991	-	-	19%
	Kiefer Lift Station	Reimb/Credit	2003	2006	1,431,280	1,431,280	1,428,040	100%
	Sewer Forcemain: Chrysanthy Blvd Lift Station to Mayhew Road Outfall	Future	Post 2016-17	Post 2016-17	5,802,192	-	-	17%
	Sewer Forcemain: Douglas Lift station to Chrysanthy Blvd	Reimb/Credit	2003	2007	660,607	660,607	-	100%
	Sewer Forcemain: Kiefer Blvd lift station to Chrysanthy Blvd	Reimb/Credit	2003	2006	1,766,886	1,766,886	745,260	100%
	Sewer Studies	Future	Post 2016-17	Post 2016-17	30,000	-	-	100%
Total Sunrise Douglas - Interim Sewer					\$ 15,398,081	\$ 3,858,773	\$ 2,173,300	
Sunrise Douglas - Park								
	Administrative Duties associated with Sunrise Douglas Park Fee Program	Admin	2005	Post 2016-17	n/a	649,177	649,177	100%
	Anatolia Bike Trail	Reimb/Credit	2004	2007	1,300,542	930,146	481,805	100%
	Developer Fee Credits	Reimb/Credit	2005	Post 2016-17	n/a	668,850	668,850	100%

City of Rancho Cordova

Development Fee Program Identification - Active & Future Projects

ATTACHMENT 2

						Development Impact Fees		
Project Number	Project Description	Project Phase (1)	Estimated Start Date	Estimated Completion Date	Estimated Project Cost	Budget to Date (2)	Funding to Date (2)	Est. % Attrib. to New Dev
	Park A - Community Park	Preliminary	2004	2007	7,411,814	7,411,814	1,037,981	100%
	Total Sunrise Douglas - Park				\$ 8,712,356	\$ 9,659,987	\$ 2,837,813	
Sunrise Douglas - Suppl Offsite Water								
	Anatolia GTWP, Excelsior Raw Water Line, Vineyard Wells 1-3	Reimb/Credit	2003	2007	29,771,437	7,015,347	2,788,668	24%
	Folsom South Canal Crossing: Water Costs	Future	Post 2016-17	Post 2016-17	1,566,583	-	-	18%
	North Douglas Tank Site Land	Reimb/Credit	2003	2007	1,386,000	969,000	175,000	100%
	Vineyard Wells 4-7	Future	Post 2016-17	Post 2016-17	3,520,000	-	-	10%
	Total Sunrise Douglas - Suppl Offsite Water				\$ 36,244,020	\$ 7,984,347	\$ 2,963,668	
Sunrise Douglas - Roadway (Fund 2246)								
	Americanos Blvd Phase II, Chrysanthy Blvd to Kiefer Blvd	Future	Post 2016-17	Post 2016-17	3,142,000	-	-	100%
	Americanos Blvd Phase III, International Dr to Douglas Rd	Future	Post 2016-17	Post 2016-17	7,204,000	-	-	100%
CP08-2063	Americanos Blvd, Douglas Rd to Chrysanthy Blvd	Preliminary	2008	Post 2016-17	2,925,000	521,000	192,503	100%
	Chrysanthy Blvd Phase II, Rancho Cordova Pkwy to Grant Line Rd	Future	Post 2016-17	Post 2016-17	9,463,000	-	-	100%
CP06-2022	Chrysanthy Blvd, Sunrise Blvd to Rancho Cordova Pkwy	Construction	2006	2014	3,447,000	1,493,000	1,485,126	90%
CP13-2124	Douglas Road & Grantline Rd Traffic Signal	Preliminary	2013	2014	1,041,000	338,000	55,418	32%
CP09-2078	Douglas Road Bike and Pedestrian Safety Improvement	Construction	2009	2013	350,000	99,000	41,320	87%
CP06-2024	Douglas Road Phase I, Rancho Cordova Pkwy to Borderlands Dr	Construction	2006	2013	5,825,000	2,166,000	297,776	100%
CP07-2032	Douglas Road, Americanos Blvd to Grant Line Rd	Preliminary	2007	Post 2016-17	6,488,000	12,000	2,562	99%
CP10-2083	Douglas Road, Rancho Cordova Pkwy to Americanos Blvd	Construction	2010	2014	5,900,000	1,000	542	100%
CP09-2074	Kiefer Blvd Phase II, Sunrise Blvd to Grant Line Rd	Preliminary	2009	Post 2016-17	7,451,000	10,000	78	100%
CP07-2036	Kiefer Blvd, Sunrise Blvd to Jaeger Road	Reimb/Credit	2007	Post 2016-17	7,510,626	3,957,361	3,957,361	86%
PM12-7122	Project Development	Planning	2012	2013	70,869	5,908	5,908	50%
PM08-7070	PW Project Special Fund Tracking - Consultants & Staff	Planning	2008	Post 2016-17	1,234,500	18,226	18,226	82%
CP05-2003	Rancho Cordova Parkway Interchange	Preliminary	2005	2017	100,000,000	1,720,000	780,780	10%
CP07-2035	Rancho Cordova Parkway, Douglas Rd to Kiefer Blvd	Reimb/Credit	2007	Post 2016-17	6,490,000	3,100,000	1,370	100%
CP06-2048	Right of Way (ROW) Program/Contingency	Ongoing	2006	Post 2016-17	1,879,000	598,000	-	79%
CP11-2100	Sunrise Blvd Widening and Intersection Improvements, Keifer Blvd to State Rte. 16	Preliminary	2011	2017	12,000,000	142,000	21,581	11%
CP06-2028	Sunrise Blvd, Douglas Rd to Kiefer Blvd	Reimb/Creidt	2006	Post 2016-17	16,334,786	14,104,121	14,104,121	92%
PM11-7106	Transportation Master Plan and Project Development Program	Planning	2011	2013	301,223	30,718	30,718	100%
	Total Sunrise Douglas - Roadway				\$ 199,057,004	\$ 28,316,334	\$ 20,995,391	
Sunrise Douglas - Transit								
	Acquisition of 20 transit shuttles	Future	2004	Post 2016-17	1,100,000	1,100,000	-	100%
Sunrise Douglas - Admin								
	Administrative Duties associated with the Sunrise Douglas Fee Program	Admin	2004	Post 2016-17	n/a	979,000	979,000	100%
City Mitigation - Impact Fee (Fund 2250)								
CP-2021	Air Park Drive - Femoryer Road	Construction	2006	2013	973,000	965,000	551,907	100%
CP-2108	Bicycle Traffic Signal Detection Project	Construction	2011	2013	190,000	190,000	203,711	100%
	Centennial Drive, International Drive to Grant Line Road	Future	Post 2016-17	Post 2016-17	7,770,000	-	-	100%
CP-2078	Douglas Road Bike and Pedestrian Safety Improvement	Construction	2009	2013	350,000	204,000	143,498	87%
CP-2032	Douglas Road, Americanos Blvd to Grant Line Rd	Preliminary	2007	Post 2016-17	6,488,000	-	-	99%

City of Rancho Cordova

Development Fee Program Identification - Active & Future Projects

ATTACHMENT 2

						Development Impact Fees		
Project Number	Project Description	Project Phase (1)	Estimated Start Date	Estimated Completion Date	Estimated Project Cost	Budget to Date (2)	Funding to Date (2)	Est. % Attrib. to New Dev
CP13-2111	Douglas Road - Sunrise to Wst City Boundary	Preliminary	2013	Post 2016-17	13,000,000	50,000	-	1%
CP11-2093	Easton Valley Parkway (6th Ave), Sunrise Blvd to City Limits	Future	2015	Post 2016-17	9,758,000	-	-	100%
CP07-2033	Folsom Boulevard Enhancements Phase II	Construction	2007	2013	14,343,000	919,000	585,576	6%
CP05-2009	International Drive, Kilgore Rd to Sunrise Blvd	Construction	2005	2013	13,478,000	3,375,000	3,710,915	27%
CP09-2069	International Drive, Sunrise Blvd to Rancho Cordova Pkwy Loop	Preliminary	2009	Post 2016-17	57,688,000	1,000	-	100%
CP07-2036	Kiefer Blvd, Sunrise Blvd to Jaeger Road	Reimb/Credit	2007	Post 2016-17	7,510,626	2,478,549	2,478,549	86%
CP13-2128	Mather Field Rd - Pedestrian Safety Impr	Preliminary	2013	2014	310,000	45,000	25,038	35%
CP10-2084	Mather Field Rd - Pedestrian, ADA & Safety Improvements	Preliminary	2010	2015	1,127,000	50,000	1,394	21%
CP06-2027	North Mather Blvd, Mather Blvd Connection to Villages of Zinfandel	Construction	2006	2013	380,000	45,000	26,176	18%
CP13-2117	Old Placerville Complete Street (2012)	Construction	2013	2013	120,000	20,000	20,000	17%
PM12-7122	Project Development	Planning	2012	2013	70,869	29,858	5,058	50%
PM08-7071	PW General Engineering - Consultants	Planning	2008	Post 2016-17	536,500	536,500	202,868	100%
PM08-7070	PW Project Special Fund Tracking - Consultants & Staff	Planning	2008	Post 2016-17	1,234,500	274,069	274,069	82%
PM08-7072	PW Traffic Engineering - Consultants	Planning	2008	Post 2016-17	302,700	302,700	53,185	100%
CP05-2003	Rancho Cordova Parkway Interchange	Preliminary	2005	2017	100,000,000	3,245,000	2,421,628	10%
	Rancho Cordova Parkway South, Kiefer Blvd to Grant Line Rd	Future	Post 2016-17	Post 2016-17	2,971,000	-	-	100%
CP07-2035	Rancho Cordova Parkway, Douglas Rd to Kiefer Blvd	Reimb/Credit	2007	Post 2016-17	6,490,000	-	180	100%
CP06-2050	Rancho Cordova Parkway, Douglas Rd to White Rock Rd	Preliminary	2006	Post 2016-17	19,875,000	3,000	1,280	100%
CP06-2048	Right of Way (ROW) Program/Contingency	Ongoing	2006	Post 2016-17	1,879,000	710,000	-	79%
CP09-2070	Rio Del Oro Parkway, Sunrise Blvd to White Rock Rd	Future	2009	Post 2016-17	12,795,000	-	-	100%
CP11-2100	Sunrise Blvd Widening and Intersection Improvements, Keifer Blvd to State Rte. 16	Preliminary	2011	2017	12,000,000	47,000	42,175	11%
CP06-2028	Sunrise Blvd, Douglas Rd to Kiefer Blvd	Reimb/Credit	2006	Post 2016-17	16,334,786	959,172	959,172	92%
PM11-7106	Transportation Master Plan and Project Development Program	Planning	2011	2013	301,223	180,208	180,208	100%
	Villagio, Douglas Rd to White Rock Rd	Future	Post 2016-17	Post 2016-17	2,616,000	-	-	100%
CP07-2055	White Rock Road Improvements Phase I, Sunrise to Rancho Cordova Pkwy	Construction	2007	2014	7,300,000	3,775,000	765,065	52%
	White Rock Road Improvements Phase II, Rancho Cordova Pkwy to International Dr.	Future	2014	Post 2016-17	4,500,000	-	-	6%
	White Rock Road Improvements Phase III, International Dr. to Rio Del Oro	Future	2015	Post 2016-17	4,500,000	-	-	6%
CP14-2132	Zinfandel Complex Phase I Feasibility Study	Future	2014	2015	150,000	-	346	100%
CP12-2115	Zinfandel Dr. and Folsom Blvd. Intersection Improvements	Construction	2012	2013	230,000	80,000	158,179	35%
Total Traffic Mitigation - Impact Fee					\$ 327,572,204	\$ 18,485,056	\$ 12,810,177	
Traffic Mitigation - Admin								
	Administrative Duties associated with Traffic Mitigation Fee Program (including updates)	Admin	2004	Post 2016-17	n/a	570,931	570,931	100%
CP09-2067	Villages of Zinfandel Traffic Signals	Future	2009	2016	1,766,000	6,000	2,244	100%
Total Traffic Mitigation - Admin					\$ 1,766,000	\$ 576,931	\$ 573,174	
Villages of Zinfandel - Roadway								
CP06-2021	Air Park Drive - Femoryer Road	Construction	2006	2013	973,000	8,000	11,085	100%
CP05-2009	International Drive, Kilgore Rd to Sunrise Blvd	Construction	2005	2013	13,478,000	280,000	280,000	27%
CP06-2027	North Mather Blvd, Mather Blvd Connection to Villages of Zinfandel	Construction	2006	2013	380,000	25,000	30,033	18%
CP06-2048	Right of Way (ROW) Program/Contingency	Ongoing	2006	Post 2016-17	1,879,000	170,000	-	79%
Total Villages of Zinfandel - Roadway					\$ 16,710,000	\$ 483,000	\$ 321,119	
Villages of Zinfandel - Program Admin								
	Admin. Duties associated with the Villages of Zinfandel (VOZ) Fee Program (including updates)	Admin	2005	Post 2016-17	n/a	7,196	7,196	100%

MEMORANDUM

DATE: January 21, 2014

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: **ORDINANCE NO. 1-2014, AMENDING CHAPTER 2.04 AND SECTIONS 2.38.020 AND 3.60.030 OF THE RANCHO CORDOVA MUNICIPAL CODE TO INCREASE THE CITY MANAGER'S AUTHORITY TO SETTLE THIRD PARTY DISPUTES AND CLAIMS**



RECOMMENDATION

Waive the first reading and introduce by title only Ordinance No. 1- 2014.

RESULT OF RECOMMENDED ACTION

This Ordinance amends the Municipal Code to increase the City Manager's settlement authority regarding third party disputes to \$100,000, to match the City Manager's purchasing authority. This authority would not apply to personal injury or property claims made pursuant to the Government Claims Act or the City's claim procedures. Currently, the City Manager may settle third party disputes for sums up to \$4,999 without City Attorney concurrence and may settle disputes between \$5,000 and \$25,000 with City Attorney concurrence. This Ordinance increases the City Manager's authority to settle disputes to \$100,000, but requires the City Manager to get City Attorney concurrence before settling a third party dispute valued at \$25,000 or more. The Ordinance also amends the Municipal Code to increase the City Manager's settlement authority to \$50,000 for claims for money or damages filed pursuant to the Government Claims Act or the City's claim procedures. This is the maximum amount allowed by law.

BACKGROUND

Making City Manager Authority to Settle Third Party Disputes Consistent with the Purchasing Authority

The City Manager's purchasing authority under the Municipal Code is \$100,000. Section 3.60.030 of the Municipal Code authorizes the City Manager to make purchases, execute contracts for services and equipment, and execute payment for warrants up to the amount of \$100,000. This authority was granted by City Council in Ordinance No. 9-2012.

The City Manager's authority to settle third party disputes, found in Section 3.60.030(C) of the Municipal Code, is not consistent with the purchasing authority. Staff recommends amending the Municipal Code so that the City Manager's purchasing authority is more consistent with the City Manager's authority to settle disputes.

Section 3.60.030(C) gives the City Manager the authority to settle third party disputes, without City Attorney concurrence, for sums less than \$5,000. The City Manager may settle disputes for sums between \$5,000 and \$25,000 with City Attorney concurrence. The disputes covered by this section typically involve a challenge by a third party related to money they owe the City for services rendered by the City or for fees assessed by the City. The Ordinance increases the City Manager's authority to settle these third party disputes to \$100,000, to match the purchasing authority. It also requires the City Manager to obtain City Attorney concurrence on a settlement of \$25,000 or more.

The Ordinance would move this section of the Municipal Code to Chapter 2, which deals with the powers and duties of the City Manager. This seems to be a more appropriate place for this section of the Municipal Code.

Increasing City Manager Authority to Settle Third Party Claims for Money or Damages to the Maximum Amount Allowed by Law

Third party claims against the City for money or damages differ from third party disputes. Whereas disputes are typically about money owed *to the City* by a third party, a claim generally deals with a claim for money *owed by the City* to the third party. Such third party claims are addressed by the City's claims procedures in Chapter 2.38 of the Municipal Code (and by the Government Claims Act, found in the Government Code).

Section 935.4 of the Government Code allows the City Council to grant the City Manager the authority to settle these types of claims, so long as the settlement does not exceed \$50,000. The City's Municipal Code section addressing this issue was inherited by the County and does not reflect the maximum settlement authority allowed under the law.

The Ordinance increases the City Manager's settlement authority in Section 2.38.020 of the Municipal Code from \$2,500 to \$50,000 to reflect the maximum amount allowed under the law. This settlement authority would cover claims made against the City under the Government Claims Act related to personal injuries and property damages, as well as claims covered under the City's claim procedures. These claims are referred to the City's insurance carrier for review and recommendation prior to settlement approval by the City Manager.

ATTACHMENTS

1. Exhibit A, showing the exact changes made to the Municipal Code by this Ordinance.
2. Ordinance No. 1 - 2014, amending the Municipal Code to increase the City Manager's authority to settle third party disputes and claims for money damages.

2221825.1

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 1-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE MUNICIPAL CODE TO INCREASE THE CITY MANAGER'S AUTHORITY
TO SETTLE THIRD PARTY DISPUTES AND CLAIMS FOR MONEY DAMAGES**

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

Section 1. Purpose and Declarations.

WHEREAS, the City Manager has authority from the City Council to act as purchasing agent to purchase supplies, services and equipment, approve contracts thereto, and execute payment of all warrants in amounts of \$100,000 or less; and

WHEREAS, the City Council desires that the City Manager's authority to settle third party disputes match his or her authority as purchasing agent. Such disputes are often related to money owed to the City by a third party for services rendered or fees assessed by the City; and

WHEREAS, the Municipal Code provision regarding the City Manager's authority to settle third party disputes is more appropriately located under Chapter 2 of the Municipal Code relating to the powers and duties of the City Manager; and

WHEREAS, the City Council desires that the City Manager's authority to settle third party claims for money or damages owed to the City, made under the City's claims procedures and/or the Government Claims Act, should be the maximum authority allowed by the law, which is \$50,000; and

WHEREAS, the amendments to the Municipal Code made by this Ordinance will achieve these objectives.

Section 2. Amendment of Code. Section 3.60.030(C) of the Rancho Cordova Municipal Code, "Authority to settle third party disputes," is hereby repealed.

Section 3. Amendment of Code. Section 2.04.115, "Authority to settle third party disputes," is hereby added to the Rancho Cordova Municipal Code to read as follows:

2.04.115 Authority to settle third party disputes.

The city manager can promote the peaceful and efficient resolution of many disputes between third parties and the city. The city manager shall, without written concurrence of the city attorney, have the authority to settle for less than \$25,000 any disputes between third parties and the city. The city manager shall, with written concurrence of the city attorney, have the authority to settle for sums between \$25,000 and \$100,000 any disputes between third parties and the city. The city attorney may, according to applicable laws, confer with city council on litigation risks raised by third party disputes between \$25,000 and \$100,000. This Section does not concern claims made against the city pursuant to Chapter 2.38 of the RCMC or the Government Claims Act.

ATTACHMENT 2

Section 4. Amendment of Code. Section 2.38.020, "Rejection and settlement of claims by city manager," of the Rancho Cordova Municipal Code is hereby amended to read as follows:

2.38.020 Rejection and settlement of claims by city manager.

Pursuant to Section 935.4 of the Government Code, the city manager is authorized to perform those functions of the city council under Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code, commencing with Section 910 of the Government Code, relating to presentation and consideration of claims. The city manager is further authorized to allow, compromise or settle a claim against the city if the amount to be paid does not exceed \$50,000.

Section 5. Severability. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 6. Effective Date

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 _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2220248.1

ATTACHMENT 1

EXHIBIT A

1) Section 3.60.030(C) of the RCMC is repealed:

~~(C) The city manager can promote the peaceful and efficient resolution of many disputes between third parties and the city. The city manager shall, without written concurrence of the city attorney, have the authority to settle for less than \$5,000 any disputes between third parties and the city. The city manager shall, with written concurrence of the city attorney, have the authority to settle for sums between \$5,000 and \$25,000 any disputes between third parties and the city.~~

2) Section 2.04.115 is added to the RCMC. This Section is based on Section 3.60.030(C) with the following changes:

The city manager can promote the peaceful and efficient resolution of many disputes between third parties and the city. The city manager shall, without written concurrence of the city attorney, have the authority to settle for less than \$25,000 ~~\$5,000~~ any disputes between third parties and the city. The city manager shall, with written concurrence of the city attorney, have the authority to settle for sums between \$25,000 and \$100,000 ~~\$5,000 and \$25,000~~ any disputes between third parties and the city. The city attorney may, according to applicable laws, confer with city council on litigation risks raised by third party disputes between \$25,000 and \$100,000. This Section does not concern claims made against the city pursuant to Chapter 2.38 of the RCMC or the Government Claims Act.

3) Section 2.38.020 is amended as follows:

Pursuant to Section 935.4 of the Government Code, the city manager is authorized to perform those functions of the city council under Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code, commencing with Section 910 of the Government Code, relating to presentation and consideration of claims. The city manager is further authorized to allow, compromise or settle a claim against the city if the amount to be paid does not exceed \$50,000 ~~is less than \$2,500~~.

2221650.1

MEMORANDUM

DATE: January 21, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: **3500 FITZGERALD ROAD INDUSTRIAL BUILDING AND YARDS MAJOR DESIGN REVIEW; PROJECT NO. DD8407 – LOCATED AT 3500 FITZGERALD ROAD.**



PROPERTY OWNER: Mr. Darrin Moore DDM Development PO Box 1657 Rancho Cordova, CA 95741	APPLICANT/DEVELOPER: Mr. Dennis Moore DDM Development PO Box 1657 Rancho Cordova, CA 95741
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PROJECT: 3500 Fitzgerald Road Industrial Building and Yards FILE: DD 8407 LOCATION: 3500 Fitzgerald Road APN: 072-0580-001-0000 PLANNER: Jessica Jordan
--

RECOMMENDATION

Adopt Resolution No. 2-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would allow the applicant to construct a 10,118 square foot industrial building, internally divided into two tenant spaces, each with individual exterior yard area. The proposed building would be occupied by new auto dismantlers.

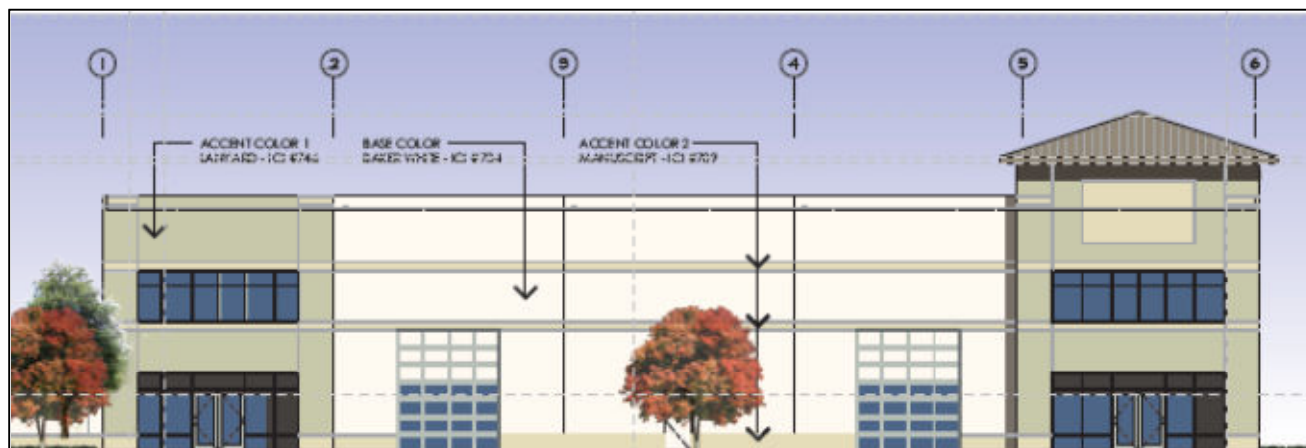
BACKGROUND

This item was considered on January 6, 2014. The City Council requested that the Applicant revise landscaping along Sunrise Boulevard and revise the proposed roll up doors on the building's south elevation. The Applicant has provided exhibits reflective of these directed changes, included in **Exhibit A of Attachment 1** and shown below for reference.

Proposed Landscape Plan



Revised Southern Building Elevation



Southern Elevation (Fitzgerald Road)

The Applicant would also like to take this opportunity to add additional storefront detailing (aluminum framing and windows) to the Sunrise Boulevard building elevation, north of the corner tower feature, as seen below. This area of the building was previously bare. As proposed, this addition improves upon the overall aesthetic quality of the building.

Revised Eastern Building Elevation



Eastern Elevation (Sunrise Boulevard)

The attached Resolution has been updated to reflect the three revisions to the project described in this staff report.

ATTACHMENTS

1. Resolution 2-2014 consisting of **Exhibit A** - Design Review Planning Submittal, including project description, site plan, color building elevations, architectural elevations, landscape plans, floor plan, photometric site plan, and color samples; **Exhibit B** - Conditions of Approval.
2. Mailing Labels and Map.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 2-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING
THE 3500 FITZGERALD ROAD INDUSTRIAL BUILDING AND YARDS MAJOR DESIGN REVIEW –
PROJECT NO. DD8407**

WHEREAS, in November 2013, the City of Rancho Cordova (“City”) received an application from DDM Development (“Applicant”) for a Major Design Review for a proposed industrial building and yards development located at 3500 Fitzgerald Road within the City; and

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

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

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

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Categorically Exempt under Section 15332, In-Fill Development, as supported by the following:

The project, which includes development of a new industrial building and supporting landscaping, pavement, parking area, and yard spaces, is consistent with all applicable goals, policies, objectives, and regulations of the general plan land use designation of Industrial and the M-2 (Heavy Industrial/Manufacturing) zoning designation. The subject property is located within an existing developed industrial area of the City. The proposed building is approximately 10,000 square feet and the project site is less than 5 acres in size. The site does not hold any value as habitat for endangered, rare or threatened species as the site has been previously disturbed and is surrounded by development on all sides. The proposed industrial project was anticipated by the Industrial General Plan land use designation and will therefore not result in additional traffic, noise, or adverse impacts to air quality or water quality. The site is adequately served by all required utilities and public services.

- B. Approves the Major Design Review, subject to the Design Review Planning Submittal (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.141.050:

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

Evidence: The project site is designated Industrial and zoned M-2 (Heavy Industrial/Manufacturing). The proposed industrial building and supporting improvements are consistent with all applicable provisions and regulations of both the General Plan and Zoning Code. The project site is also located within the South Sunrise Auto Dismantlers Special Planning Area, with which the project also complies. The project has been reviewed and is consistent with, as described below, the applicable provisions of the Design Guidelines.

ATTACHMENT 1

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

Evidence: As proposed, the project will develop a currently vacant parcel with an attractive industrial building well suited for the surrounding area. The proposed architecture is simple, incorporating color banding and blocking, window glazing, and aluminum storefront within the concrete tilt-up panels, to maintain visual interest along the building façade. The proposed project also includes development of parking and landscaping appropriately oriented to the street frontage. By improving the aesthetic of the project site, the project will enhance the overall quality of the surrounding industrial area and positively contribute to the character of the neighborhood and community.

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

Evidence: The proposed architecture uses appropriate scale and quality of design for an industrial use. Building materials and colors will create visual interest. The site's proposed exterior fencing and landscaping will provide appropriate screening of the dismantling and vehicle storage activities that are anticipated by the project. The project will be compatible with the surrounding industrial uses on both adjoining and nearby properties.

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

Evidence: The proposed project will not create conflicts any mode of transportation. By improving the frontage of the currently vacant parcel, the project will facilitate pedestrian traffic not currently accommodated. The project includes adequate parking for employees and visitors to the site.

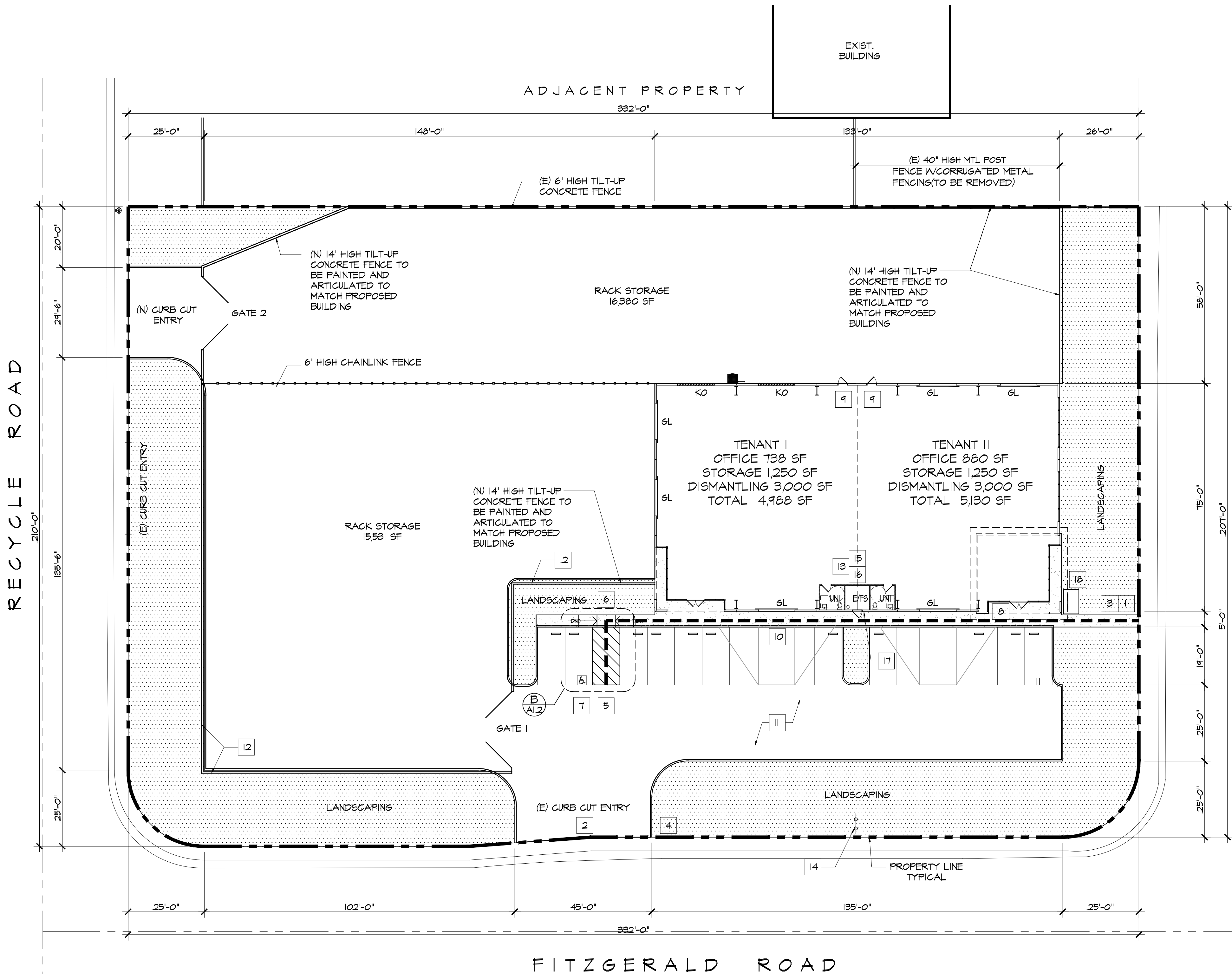
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

 Dan Skoglund, Mayor

ATTEST:

 Mindy Cuppy, CMC, City Clerk



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

SITE PLAN KEYNOTES

- 1 PUBLIC RIGHT OF WAY/ SITE ENTRY
- 2 SITE VEHICLE ENTRY
- 3 HDGP ACCESSIBLE PEDESTRIAN SITE ROUTE DIRECTION OF TRAVEL SIGN. SEE DETAIL G/A1.2
- 4 HDGP ACCESSIBLE VEHICLE "TOW AWAY" SIGN. SEE DETAIL E/A1.2
- 5 HDGP ACCESSIBLE 60"X MIN. PAVEMENT STRIPING
- 6 HDGP ACCESSIBLE DEPRESSED SIDEWALK CURB
- 7 HDGP ACCESSIBLE PARKING STALLS. SEE DETAIL B/A1.2
- 8 HDGP ACCESSIBLE PRIMARY BLDG. ENTRY SIGN. SEE DETAIL D/A1.2
- 9 HDGP ACCESSIBLE CONCRETE LANDING AT ALL EXTERIOR GRADE LEVEL DOORS. SEE DETAIL L/A1.2
- 10 CONCRETE SIDEWALK
- 11 ASPHALTIC CONCRETE PAVEMENT
- 12 14" CONCRETE SCREEN WALL
- 13 FIRE RISER
- 14 RIV/FDC
- 15 FIRE ROOM
- 16 ELECTRICAL ROOM
- 17 KNOX BOX - FIRE DEPARTMENT
- 18 BIKE RACK WITH CONCRETE PAD. SEE DETAIL N/A1.2

LEGEND AND SYMBOLS

- PROPERTY LINE
- HDGP ACCESSIBLE ROUTE OF TRAVEL: 48" WIDE MIN. LEVEL SURFACE/5% MAX. SLOPE IN DIRECTION OF TRAVEL, 2% MAX. CROSS SLOPE, WITH NO CHANGES IN ELEVATION GREATER THAN 1/4" OR 1/2" BEVELED AT 1:2. (HDGP ACCESSIBLE ROUTE OF TRAVEL COINCIDES WITH THE EXIT DISCHARGE)

GENERAL NOTES

- 1 HDGP ACCESSIBLE 36" DEEP X FULL WIDTH DETECTABLE WARNING SURFACE (AT RAMP WHEN REQUIRED AND STREET CROSSINGS TYP.)
- 2 PROVIDE 6" H CONCRETE CURB AT ALL PARKING, DRIVES AND LANDSCAPE PLANTERS (TYP.)

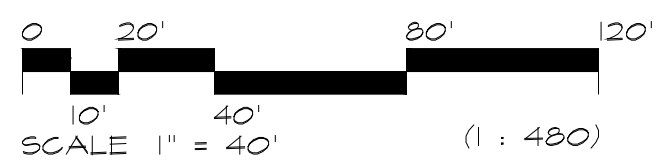


EXHIBIT A

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DESIGN GROUP, INC.

ARCHITECTURE
+
ENGINEERING

9806 Old Winery Place, Suite 1
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Tel 916.854.9901 Fax 916.854.9840

REGISTERED PROFESSIONAL ENGINEER
ROY A. HUNT
No. C34833
Exp. 9-30-15
CIVIL
STATE OF CALIFORNIA

Project

SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

DARIN MOORE ENTERPRISES

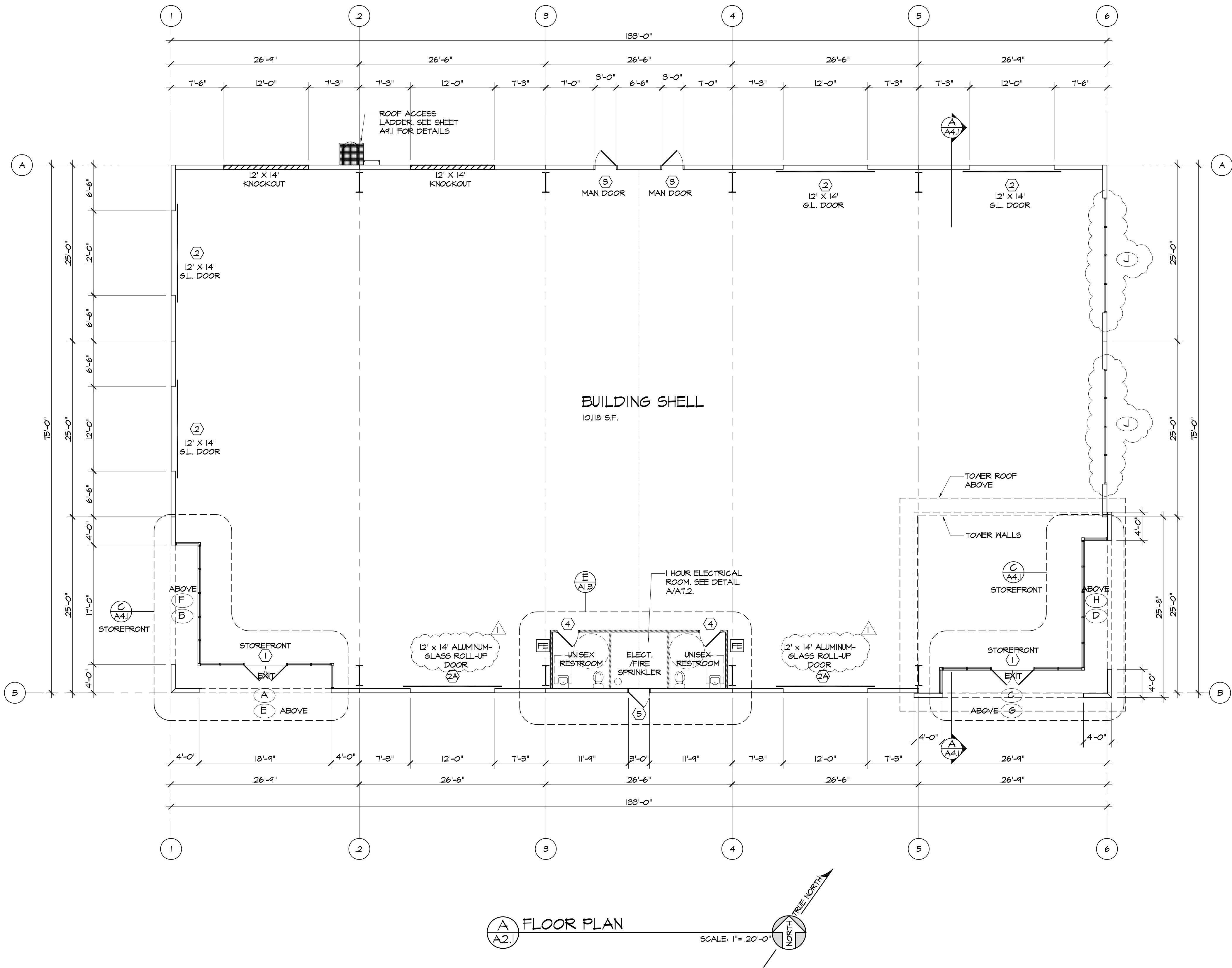
3450 RECYCLE ROAD
RANCHO CORDOVA, CA
PH 916 638 5355
FX 916 638 8697

Sheet Title

REFERENCE SITE PLAN

Date	Project No.
12/30/13	D16-3349
Drawn By	Sheet No.
MAV	
Checked By	
RAH	

A122



LEGEND AND SYMBOLS

- INDICATES WINDOW TYPE
- ◻ INDICATES DOOR TYPE
- EXIT CONTINUOUSLY ILLUMINATED VISUAL EXIT SIGN WITH BACKUP POWER AT LOCATIONS INDICATED ON PLANS.
- FE PORTABLE FIRE EXTINGUISHERS RATED 2A:10 B:C MIN. SHALL BE PROVIDED WITHIN 75 FEET OF ALL PORTIONS OF THE BUILDING (LOCATE AS SHOWN DESIGN BUILDER SHALL VERIFY ADDITIONAL LOCATIONS WITH FIRE DEPT.) SEE DETAIL E/AT.2
- DS GALVANIZED METAL EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER
- RD INTERIOR ROOF DRAIN WITH GALVANIZED METAL OVERFLOW

GENERAL NOTES

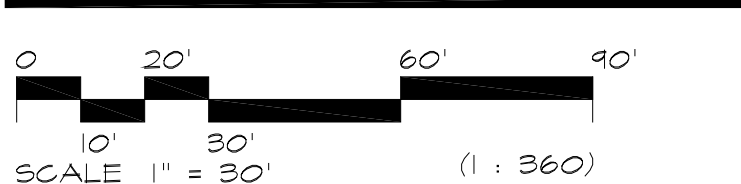


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SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date
1	PLANNING COMMENT	01/08/14
2	COORDINATION-PLANNING	01/14/14

Client

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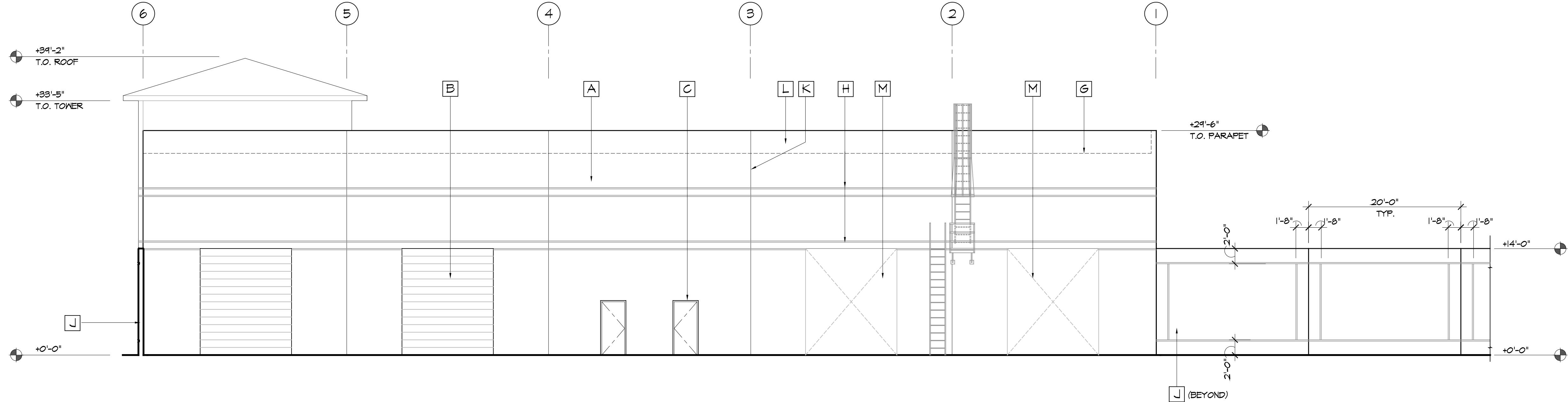
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RANCHO CORDOVA, CA
PH 916 638 5355
FX 916 638 8697

Sheet Title

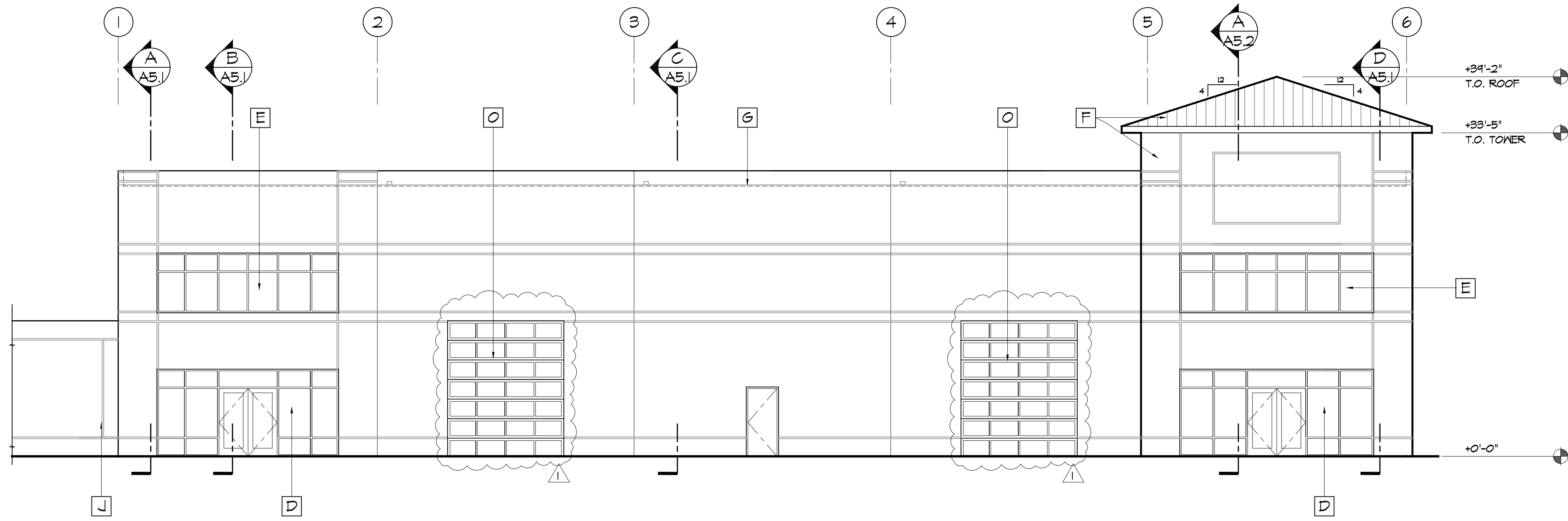
FLOOR PLAN

Date	Project No.
12/30/13	D16-3349
Drawn By	Sheet No.
MAV	
Checked By	
RAH	

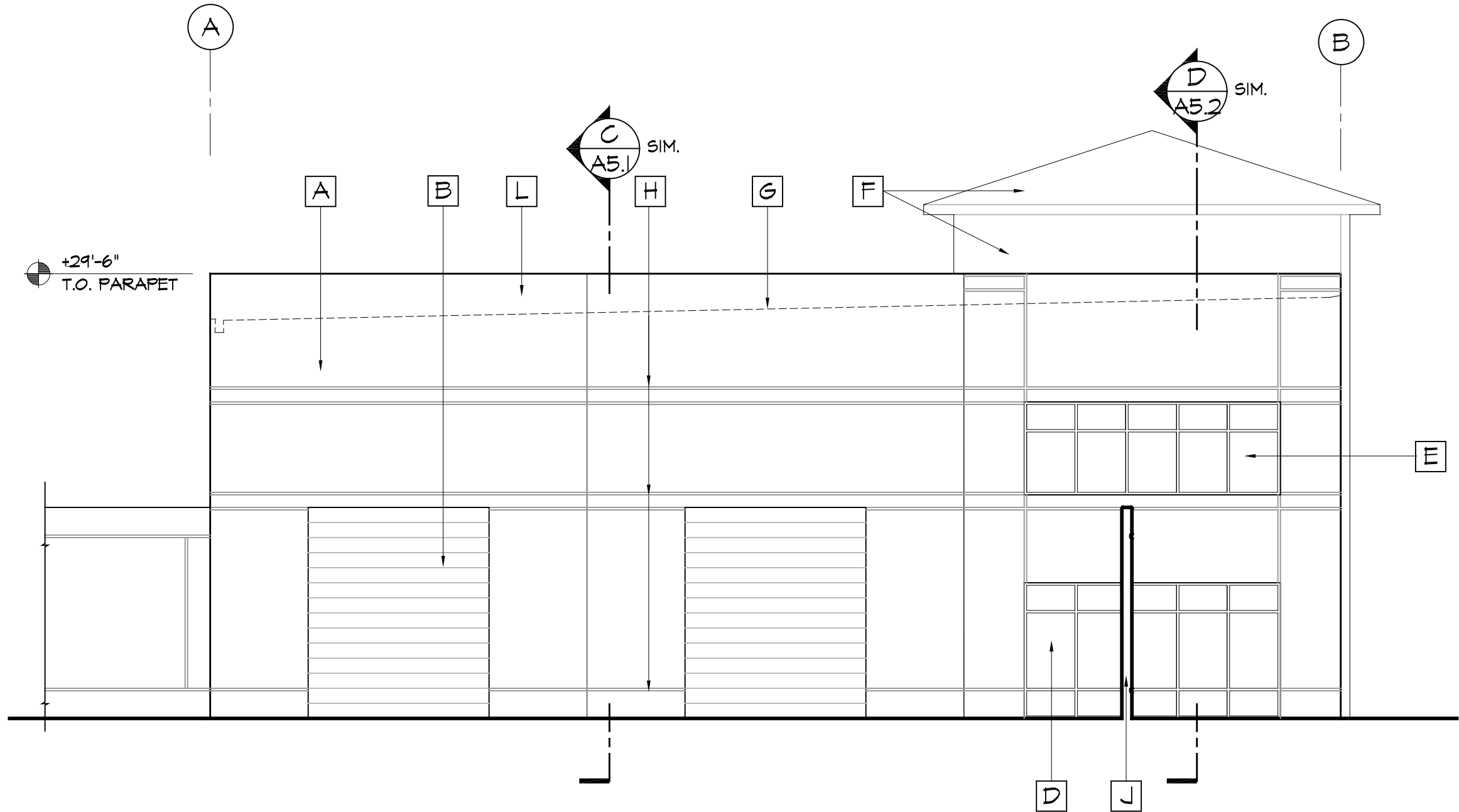
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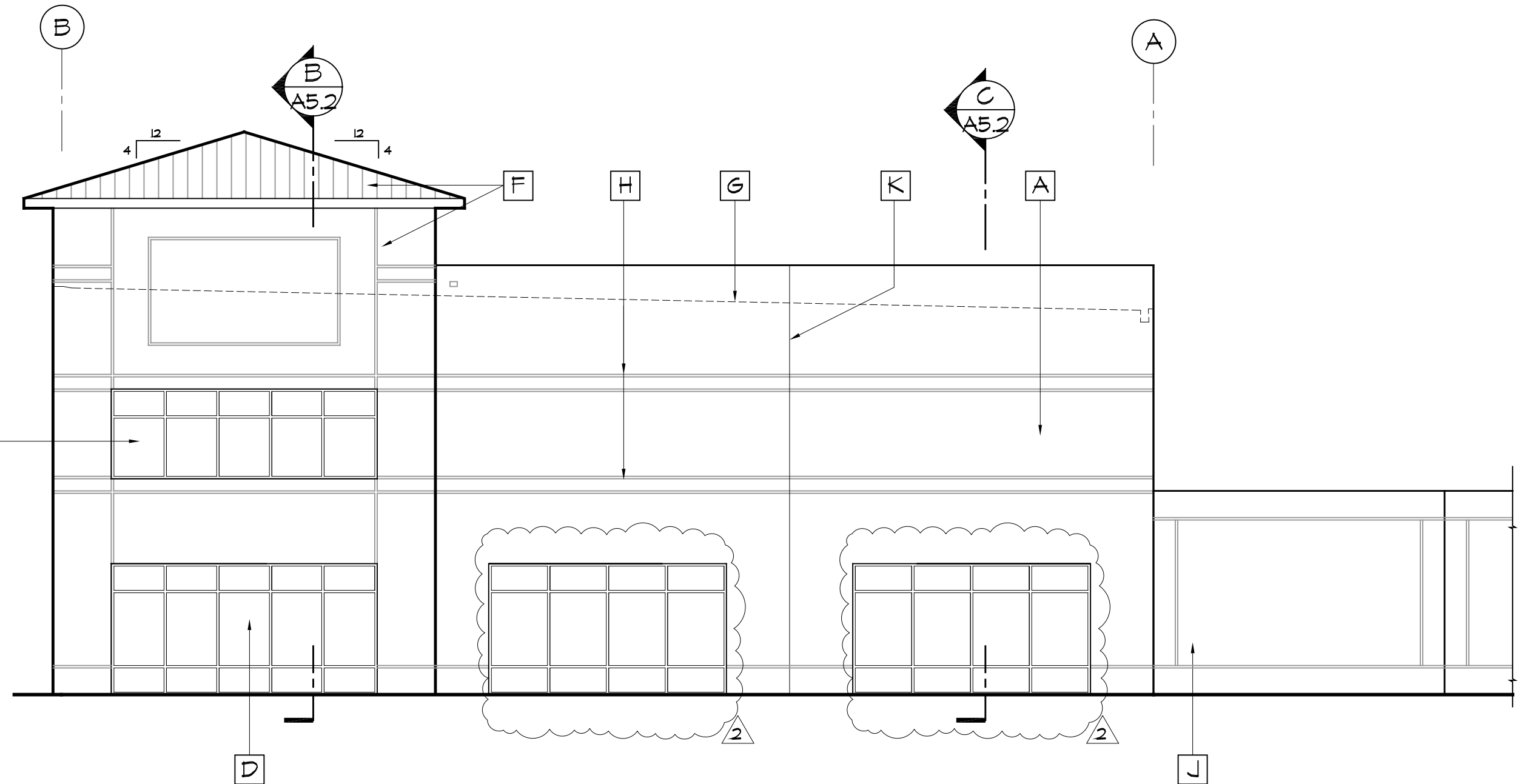
PROPOSED NORTH ELEVATION (ADJACENT PROPERTY)
SCALE: 1/8"=1'-0"



PROPOSED SOUTH ELEVATION (FITZGERALD ROAD)
SCALE: 1/8"=1'-0"



PROPOSED WEST ELEVATION (RECYCLE ROAD)
SCALE: 1/8"=1'-0"



PROPOSED EAST ELEVATION (SUNRISE BLVD.)
SCALE: 1/8"=1'-0"

ELEVATION KEYNOTES

- A CONCRETE TILT-UP PANEL
- B 12' x 14' ROLL-UP DOOR
- C 3' x 7' MANDOOK
- D ALUMINUM STOREFRONT DOOR AND WINDOW SYSTEM
- E WINDOW SYSTEM
- F TOWER WALLS AND ROOF
- G ROOF LINE BEYOND
- H 3/4" REVEALS
- J 14' CONCRETE SCREEN MALL
- K PANEL JOINT
- L PARAPET
- M 12' X 14' KNOCKOUT
- O OVERHEAD DOOR (SEE PLAN FOR SIZE)

LEGEND AND SYMBOLS

GENERAL NOTES

- PROVIDE 3/4" CHAMFER AT ALL CONCRETE PANEL EDGES
- PROVIDE A LIGHT BROOM FINISH TO INTERIOR, EXPOSED, ABOVE GRADE CONCRETE WALL PANELS
- PROVIDE A MEDIUM BROOM FINISH TO INTERIOR, BELOW GRADE CONCRETE WALL PANELS
- PROVIDE 3"X3"X1/4" STEEL ANGLES AT ALL DOCK EDGES. ALL JOINTS WELDED, WITH 6" MIN. NELSON STUDS AT 24" OC
- PROVIDE BITUMINOUS WATERPROOFING TO EXTERIOR BELOW GRADE CONCRETE WALL PANELS
- PROVIDE NON-SILICONE BASED CAULK AT ALL CONCRETE WALL PANEL JOINTS FROM BOTTOM TO FULL HEIGHT OF PANEL. CAULK SHALL BE AT THE INTERIOR AND EXTERIOR FACE OF PANEL JOINT. (TYP.)

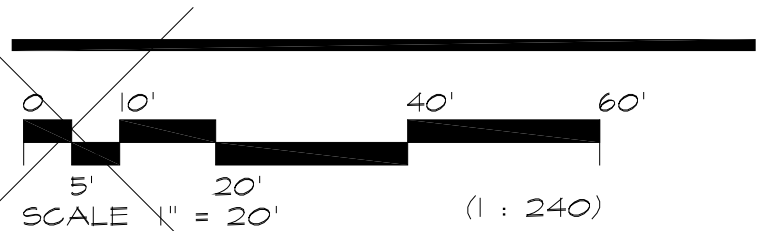


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SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date
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DARIN MOORE ENTERPRISES

3450 RECYCLE ROAD
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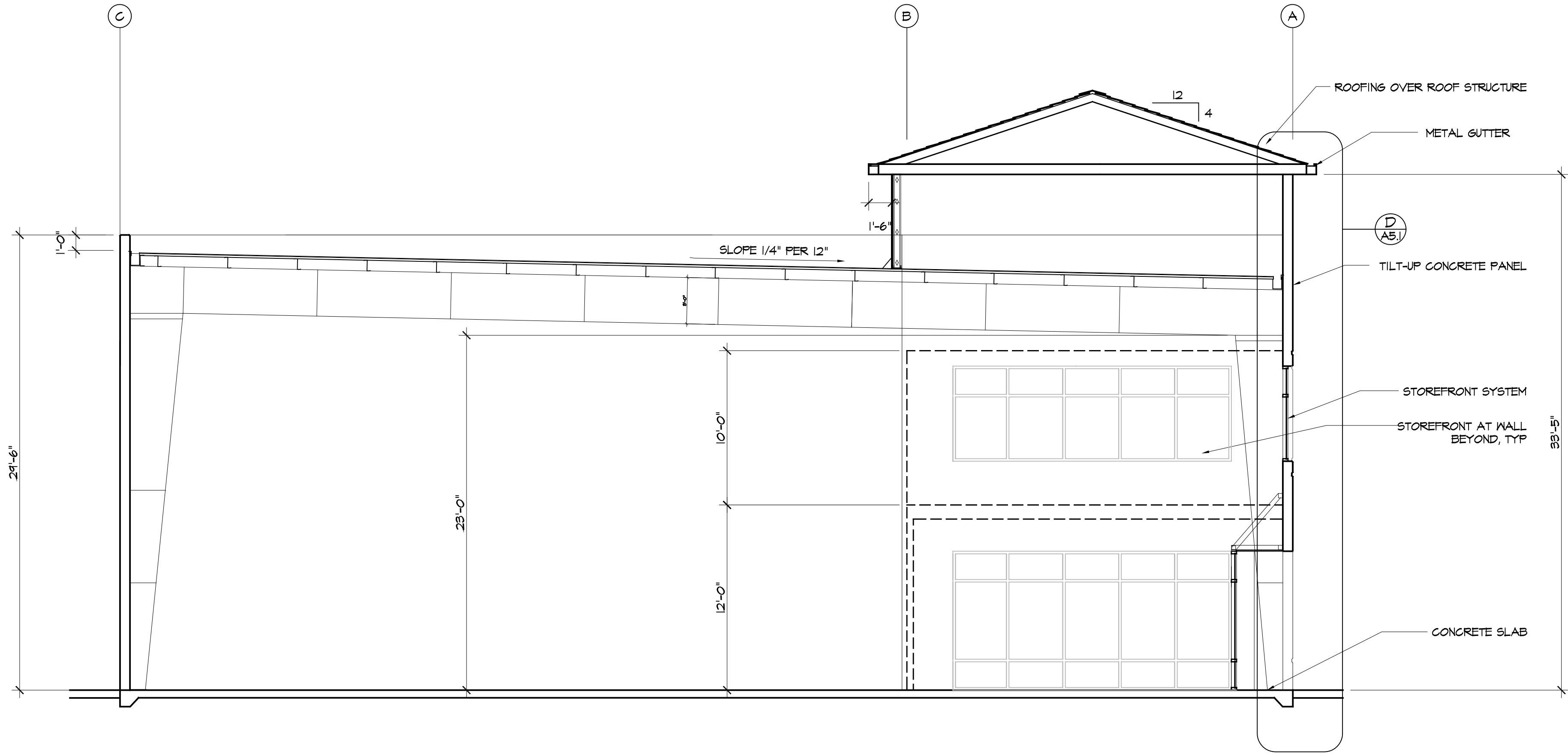
Sheet Title

EXTERIOR ELEVATIONS

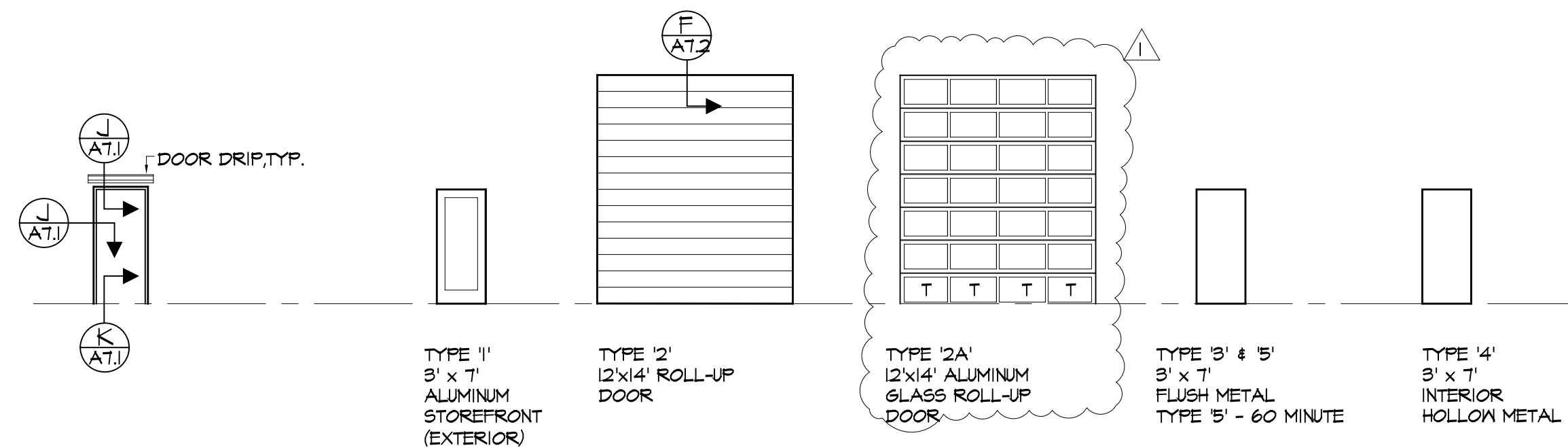
Date	Project No.
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MAV	
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RAH	

AGENDA ITEM 10.1

A 74



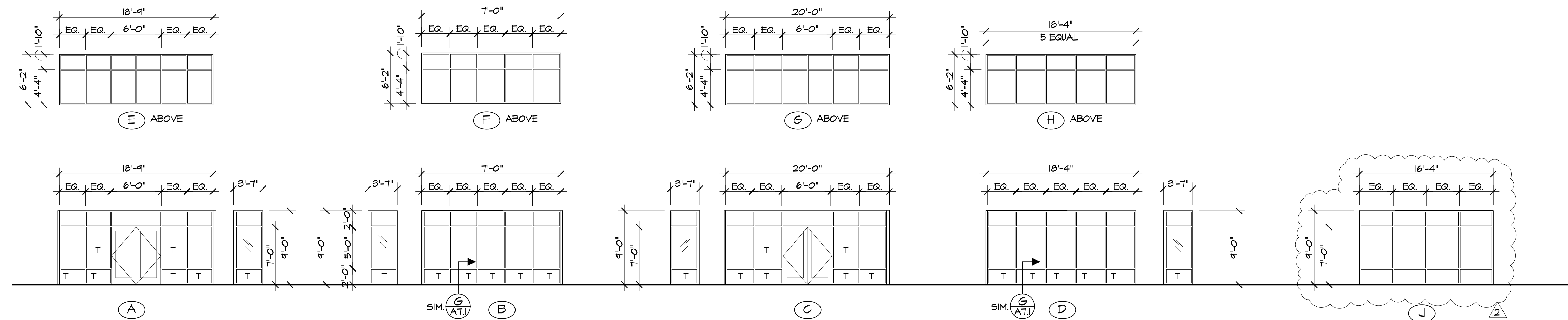
A BUILDING SECTION
SCALE: 1/4"=1'-0"



FRAME TYPES
NO SCALE

DOOR TYPES
NO SCALE

NOTE: SEE NOTES AND HARDWARE GROUPS FOR MORE INFORMATION. HARDWARE GROUP #'S CORRESPOND TO DOOR TYPE #.



STOREFRONT / WINDOW TYPES
NO SCALE

- DOOR NOTES:**
1. ALL DOOR AND DOOR FUNCTIONS SHALL MEET TITLE 24 ACCESSIBILITY REQUIREMENTS AND UBC EXITING REQUIREMENTS.
 2. STOREFRONT DOORS SHALL HAVE PRE-FINISHED (CLEAR OR COLOR ANODIZED) ALUMINUM FRAME AND TEMPERED PLATE GLASS. STOREFRONTS SHALL BE KAWNEER TRI-FAB OR EQUAL. DOOR SIZES AS NOTED ON DOOR TYPE LEGEND.
 3. EXTERIOR MAN DOORS SHALL BE HOLLOW METAL WITH Poured IN PLACE PRESSED METAL FRAMES, COMMERCIAL GRADE HARDWARE, INCLUDING LEVER HANDLES AT INTERIOR, AUTOMATIC CLOSURES, EXTERIOR LOCK GUARD, EYEBROW DRIP GUARDS AND THRESHOLDS. DOORS AND FRAMES SHALL BE OF WELDED CONSTRUCTION AS MANUFACTURED BY DITTCO, CURRIES OR EQUAL, WITH 20 GAUGE FACES. DOOR SIZES AS NOTED ON DOOR TYPE LEGEND. INSTALL DOORS SWEEPS TO ELIMINATE RODENT INFILTRATION AT ALL EXTERIOR DOORS
 4. TYPICAL SEALANT AT EXTERIOR DOORS OR WINDOWS AT CONCRETE SHALL BE U.V. RESISTANT AND SHALL BE DAP, DUOFLEX, VOLAM, SIKAFLEX I-A POLYURETHANE SEALANT OR EQUAL. AT THRESHOLDS AND WINDOW SILLS USE SCHNEE MOORHEAD #5520 BEDDING SEALANT, SIKAFLEX I-A POLYURETHANE SEALANT OR EQUAL. AT GLASS TO METAL FRAMES USE DOW CORNING GASKET SEALANT OR EQUAL.
- DOOR HARDWARE NOTES:**
1. CONTRACTOR TO VERIFY IF ANY ADDITIONAL HARDWARE IS REQUIRED BY THE TENANT.
 2. ALL DOOR AND HARDWARE FUNCTIONS SHALL MEET TITLE 24 ACCESSIBILITY REQUIREMENTS AND UBC EXITING REQUIREMENTS.
 3. DOOR HARDWARE SHALL BE LEVER TYPE, HAVE 626 SATIN CHROME FINISH AND BE FROM THE FOLLOWING LIST OF ACCEPTABLE PRODUCTS OR EQUAL UNLESS NOTED OTHERWISE IN HARDWARE SCHEDULE:

HINGES: HAGER OR MCKINNEY
LATCHSETS, LOCKSETS: SCHALASE A SERIES OR SARGENT 6500 SERIES
ALL MAN DOORS TO BE KEYED THE SAME. COORDINATE WITH OWNER
DOOR CLOSERS: NORTON
PANIC DEVICES: VON DUPRIN
PUSH PLATES, PULLS, DOOR STOPS: BUILDERS BRASS WORKS
THRESHOLDS, SWEEPS, DOOR BUTTONS: PEMKO
WEATHERSTRIPPING: PEMKO
 4. DOORS WITH PANIC HARDWARE (IF OCCURS) SHALL NOT HAVE ANY LOCKING OR LATCHING DEVICES.
 5. ALL DOORS SHALL HAVE A MINIMUM OF KNOWLEDGE HARDWARE.

- DOOR HARDWARE GROUPS:**
- TYPE 1 - STOREFRONT SYSTEM:
HARDWARE BY STOREFRONT MANUFACTURER SHALL INCLUDE PUSH AND PULL UNITS, CYLINDER, FACE MOUNTED CLOSER, THRESHOLD, OFFSET PIVOTS, EXIT SIGN AND WEATHER STRIPPING. PROVIDE 4" ACCESSIBLE DECAL AND DECAL WITH 1" HIGH WHITE LETTERS AND CONTRASTING BACKGROUND READING "THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS".
- TYPE 2- MANUAL COILING LIFT DOOR:
HARDWARE BY OVERHEAD DOOR MANUFACTURER (SEE DOOR NOTES) AND SHALL INCLUDE: MANUAL ROLL UP MECHANISM AND BARREL BOLD LOCK.
- TYPE 3 - EXIT DOOR:
BUTT HINGES WITH NON-REMOVABLE HINGES, PANIC HARDWARE, DOOR CLOSER, DOOR STOP, DOOR BOTTOM SWEEP, THRESHOLD, WEATHERSTRIPPING, EXIT SIGN. PROVIDE DOOR HOOD.
- TYPE 4 - RESTROOM, MULTIPLE ACCOMMODATION
BUTT HINGES, PULL PLATE, PUSH PLATE, DOOR CLOSER, DOOR STOP, KICK PLATES,
- TYPE 5 - FIRE CONTROL ROOM
BUTT HINGES, PULL, DEAD BOLT AND DOOR STOP.

- STOREFRONT AND WINDOW NOTES:**
1. EXTERIOR WINDOWS AND STOREFRONTS SHALL BE KAWNEER TRI-FAB OR EQUAL. PROVIDE MATCHING ALUMINUM TRIM AND COVER PIECES AT INTERFACE WITH ADJACENT CONSTRUCTION AS REQUIRED. FINISH COLOR TO BE CLEAR ANODIZED.
 2. WINDOWS SHALL BE FIXED UNLESS OTHERWISE NOTED.
 3. WINDOW SIZES AS SHOWN ON WINDOW TYPES THIS SHEET ARE ±. FIELD MEASURE ALL ROUGH OPENINGS.
 4. EXTERIOR GLAZING SHALL BE SINGLE PANEL PLATE GLASS, MEDIUM PERFORMANCE AND BLUE REFLECTIVE GLAZING, THICKNESS SHALL BE PER LOCAL JURISDICTION REQUIREMENTS.
 5. SEALANTS SHALL BE AS SPECIFIED FOR DOORS.
 6. 'T' INDICATES TEMPERED GLASS.

EXHIBIT A

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SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date
1	PLANNING COMMENT	01/08/14
2	COORDINATION PLANNING	01/14/14

Client

DARIN MOORE
ENTERPRISES

3450 RECYCLE ROAD
RANCHO CORDOVA, CA
PH 916 638 5355
FX 916 638 8697

Sheet Title

BUILDING SECTION,
DOOR & WINDOW
SCHEDULE

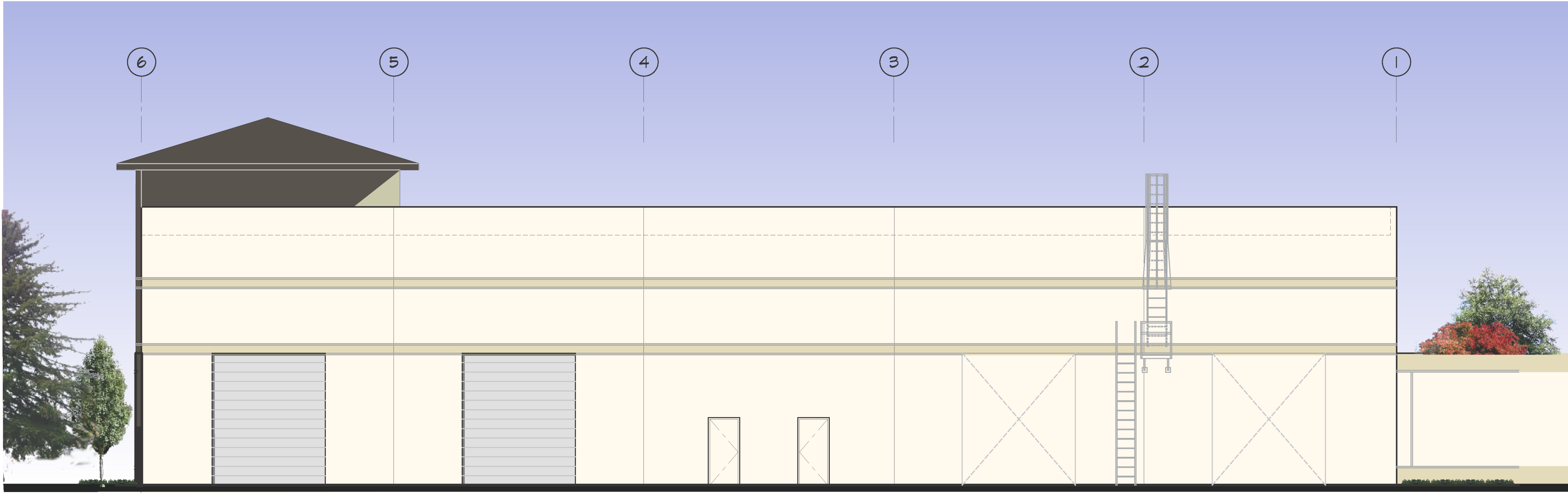
Date	Project No.
12/30/13	D16-3349
Drawn By	Sheet No.
MAV	
Checked By	
RAH	

A7 75



PROPOSED WEST ELEVATION (RECYCLE ROAD)

SCALE: 1/8" = 1'-0"



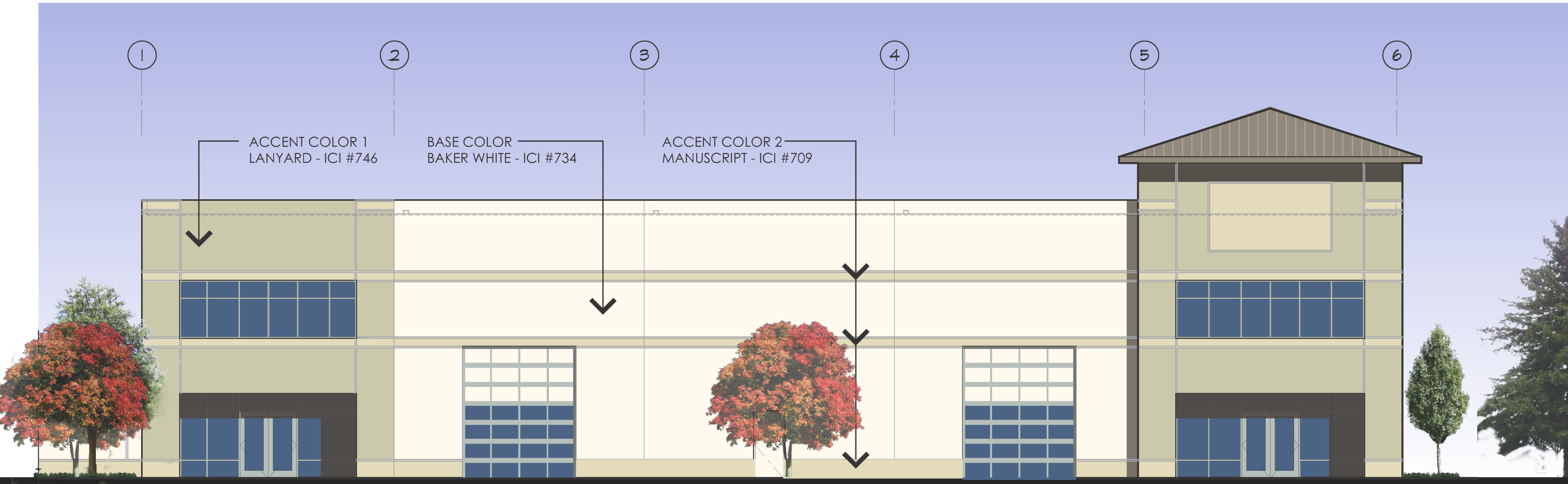
PROPOSED NORTH ELEVATION (ADJACENT PROPERTY)

SCALE: 1/8" = 1'-0"



PROPOSED EAST ELEVATION (SUNRISE BLVD.)

SCALE: 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION (FITZGERALD ROAD)

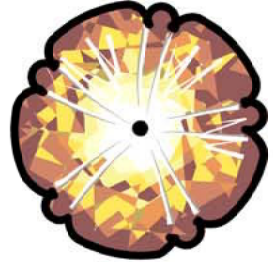
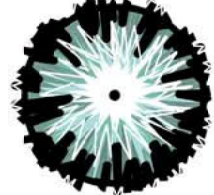
SCALE: 1/8" = 1'-0"

PARKING LOT
SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY			SUBTOTAL	TOTAL
35' DIA. TREES						
PISTACHIA CHINENSIS	962 S.F.	1	2	1	0	2886 S.F.
QUERCUS VIRGINIANA	962 S.F.	0	0	4	0	1924 S.F.
35' TOTAL:						4810 S.F.
PARKING AREA:						8660 S.F.
SHADE REQUIRED: 50%						4330 S.F.
SHADE PROVIDED: 56%						4810 S.F.

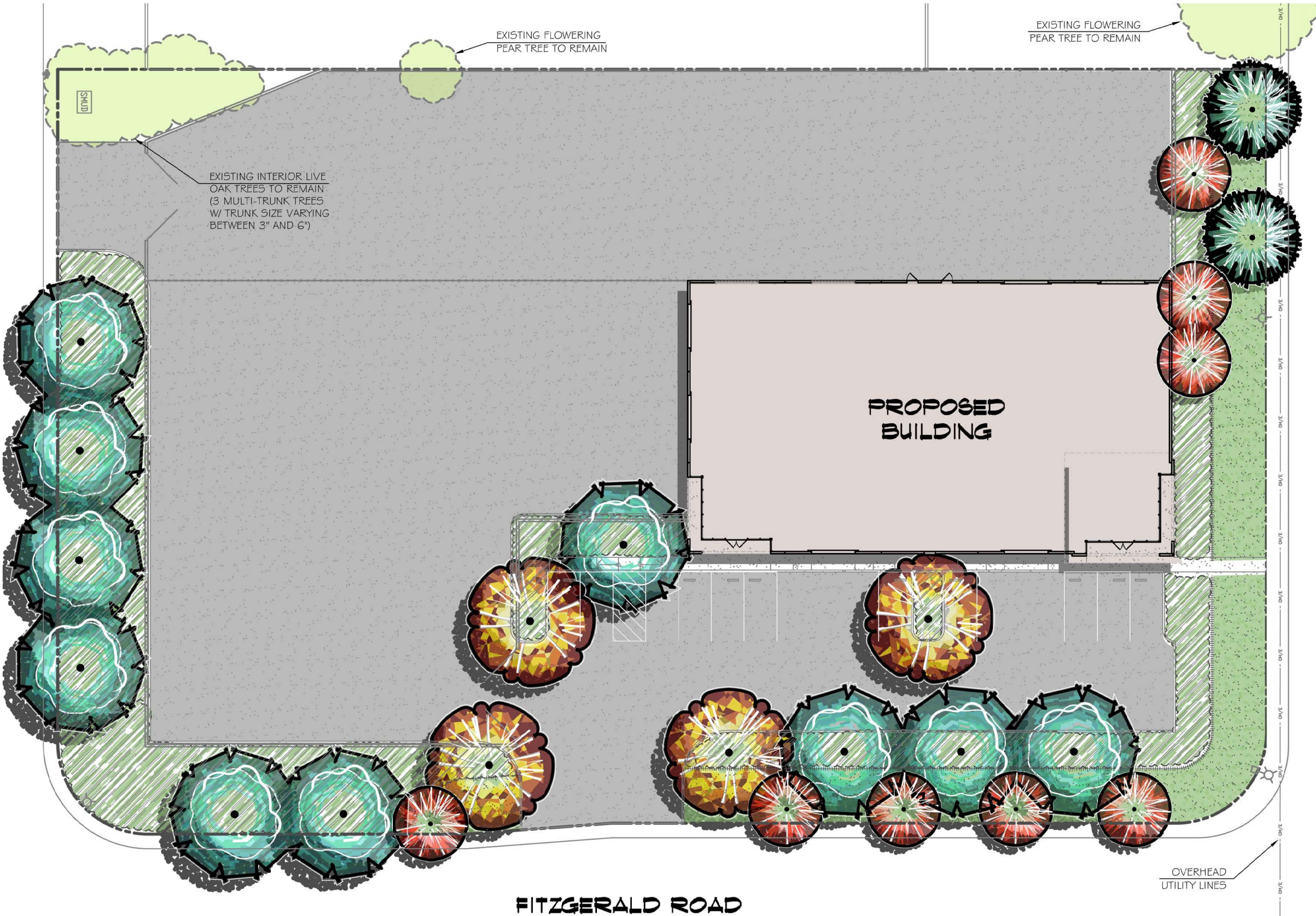
PLANT LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
--------	--------------------------	------	----------

	PISTACHIA CHINENSIS/CHINESE PISTACHE	24" BOX	4
	PYRUS C. 'CHANTICLEER'/COLUMNAR FLOWERING PEAR	15 GALLON	7
	QUERCUS VIRGINIANA/SOUTHERN LIVE OAK	15 GALLON	10
	SEQUOIA SEMPERVIRENS 'AFTOS BLUE'/COAST REDWOOD	24" BOX	2
	SHRUB & GROUND COVER AREA:		
	AGAPANTHUS ORIENTALIS/LILY-OF-THE-NILE	1 GALLON	
	ARCTOSTAPHYLOS X. 'EMERALD CARPET'/DWF. MANZANITA	1 GALLON	
	ARCTOSTAPHYLOS D. 'HOWARD McMINN'/MANZANITA	5 GALLON	
	BULBINE FRUTESCENS 'HALLMARK ORANGE'/CAPE BALSAM	4" POTS	
	CALLISTEMON V. 'LITTLE JOHN'/DWF. BOTTLE BRUSH	1 GALLON	
	COTONEASTER D. 'LOWFAST'/PROSTRATE COTONEASTER	1 GALLON	
	DIETES BICOLOR	1 GALLON	
	JUNIPERUS R. CONFERTA 'BLUE PACIFIC'/SHORE JUNIPER	1 GALLON	
	LANTANA MONTEVIDENSIS/LANTANA	1 GALLON	
	LAVANDULA X. 'GOODWIN CREEK GRAY'/DWF. LAVENDER	1 GALLON	
	ROSA X. 'FLOWER CARPET AMBER'/LANDSCAPE ROSE	2 GALLON	
	ROSA CALIFORNICA/WILD ROSE	1 GALLON	
	TULBAGHIA VIOLACEA/SOCIETY GARLIC	1 GALLON	
	SODDED TURF AREA		
	RECYCLED PLASTIC HEADERBOARD IN 2"x4" SIZE		

RECYCLE ROAD

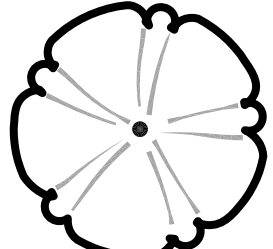
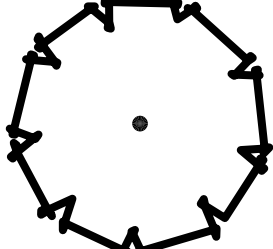
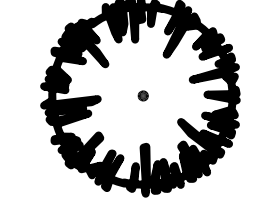
SUNRISE BOULEVARD



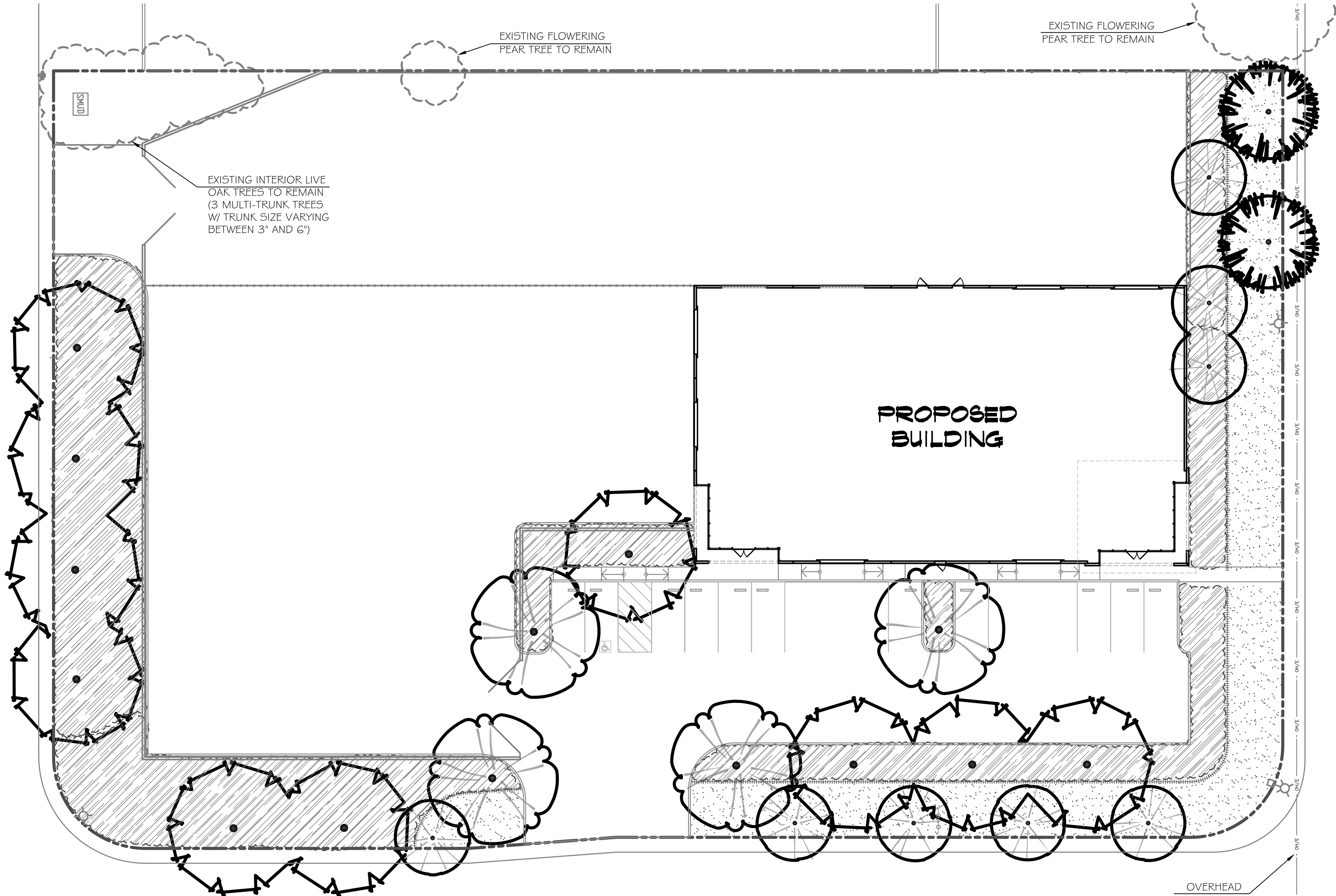
PARKING LOT
SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY				SUBTOTAL	TOTAL
		FULL	3/4	1/2	1/4		
35' DIA. TREES							
PISTACHIA CHINENSIS	962 S.F.	1	2	1	0	2886 S.F.	
QUERCUS VIRGINIANA	962 S.F.	0	0	4	0	1924 S.F.	
35' TOTAL:						4810 S.F.	
PARKING AREA:						8660 SF.	
SHADE REQUIRED: 50%						4330 SF.	
SHADE PROVIDED: 56%						4810 SF.	

PLANT LIST & LEGEND

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	PISTACHIA CHINENSIS/CHINESE PISTACHE	24" BOX	4
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	SEQUOIA SEMPERVIRENS 'AFTOS' BLUE/COAST REDWOOD	24" BOX	2
	SHRUB & GROUND COVER AREA:		
	AGAPANTHUS ORIENTALIS/JULY-OF-THE-NILE	1 GALLON	
	ARCTOSTAPHYLOS X. 'EMERALD CARPET'/DWF. MANZANITA	1 GALLON	
	ARCTOSTAPHYLOS D. 'HOWARD McMINN'/MANZANITA	5 GALLON	
	BULBINE FRUTESCENS 'HALLMARK ORANGE'/CAPE BALSAM	4" POTS	
	CALLISTEMON V. 'LITTLE JOHN'/DWF. BOTTLE BRUSH	1 GALLON	
	COTONEASTER D. 'LOWFAST'/PROSTRATE COTONEASTER	1 GALLON	
	DIETES BICOLOR	1 GALLON	
	JUNIPERUS R. CONFERTA 'BLUE PACIFIC'/SHORE JUNIPER	1 GALLON	
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	SODDED TURF AREA		
	RECYCLED PLASTIC HEADERBOARD IN 2"x4" SIZE		

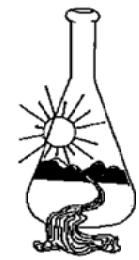
RECYCLE ROAD



SUNRISE BOULEVARD

FITZGERALD ROAD





Sunland Analytical
11353 Pyrites Way
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 11/09/13
Date Submitted 10/30/13

To: Garth Ruffner
Landscape Architect
4120 Douglas Blvd #306-301
Granite Bay, CA 95746

From: Gene Oliphant, Ph.D. \ Randy Honey
General Manager \ Lab Manager

The reported analysis was requested for the following:
Location : SUNRISE-FITZGERALD Site ID: 33070
Thank you for your business.

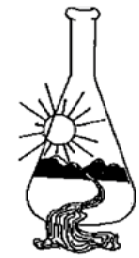
* For future reference to this analysis please use SUN # 65834 - 136321

SOIL ANALYSIS

Saturation Percent (SP)	41.8	Soil Texture: Loam
pH	7.37	
ECe	0.91	mmho/cm
Tot. Dissolved Salts	582.4	ppm
Infiltration Rate (0% Slope)	0.54	in/hr
% Organic Matter	6.54	
C.E.C.	20.3	meq/100g
Sodium Adsorp Ratio (SAR)	0.6	
Exchangeable Sodium % (ESP)	0.9	None Required
Gypsum Req. (CaSO4*2H2O)		#/1000 sq.ft.
est. Nitrogen Release		

Nitrate-N	0.09	ppm	
Phosphate-P	6.65	ppm	*****
Potassium	235.69	ppm	*****
Sulfur	9.47	ppm	
Chloride	No Test		
Carbonates	No Test		
Sodium	25.47	ppm	*****
Calcium	3510.21	ppm	*****
Magnesium	245.33	ppm	*
Boron	0.21	ppm	
Copper	No Test		
Iron	No Test		
Manganese	No Test		
Zinc	No Test		

Very Low Adequate Excessive
Low



Sunland Analytical
11353 Pyrites Way
Rancho Cordova, CA 95670
(916) 852-8557

Date 11/06/13
SUN # 65834 - 136321

Information requested by:
Garth Ruffner
Landscape Architect

Information for:
SUNRISE-FITZGERALD
33070

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

Soil pH (Acidity and Alkalinity):
The pH of this sample indicates the soil is in a range for normal growth of most plants. No modification is required.

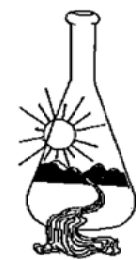
Dissolved Salts (Indicated by E.C. & TDS):
These conditions are in the normal range for plant growth.

Soil Texture and Rate of Water Infiltration
The infiltration rate for all soil textures decreases with increasing ground slope. At 0 to 4%, 5 to 8%, 9 to 12%, 13 to 16% and above 16% the infiltration rate of this sample decreases from 0.54 to 0.43, 0.32, 0.22, 0.14, respectively. Infiltration rate also decreases with percent of ground cover and by compaction.

Water Penetration of Soil Due to Chemical Characteristics
When exchangeable Sodium increases in the soil, water penetration decreases. Based on SAR and ESP values this sample has no penetration problem due to soil Sodium. No Gypsum required.

Organic Matter - provides a slow nitrogen release and aids water retention. This sample has a moderate Organic Matter content.
To maintain moisture and provide sustained nitrogen release a level of 10% organic matter is recommended. Use amending material that is approximately 75% organic matter (i.e. many ground fir barks). Based on the analysis of this soil sample apply 2 yards per 1000 sq. ft. Spread evenly and blend into the top six inches of soil. It is a reasonable practice to apply a top dressing of three inches of organic mulches to aid water penetration and retention.

Soil Boron - concentrations are in a range allowing normal plant growth.



Sunland Analytical
11353 Pyrites Way
Rancho Cordova, CA 95670
(916) 852-8557

PAGE #2

Date 11/06/13
SUN # 65834 - 136321

Information requested by:
Garth Ruffner
Landscape Architect

Information for:
SUNRISE-FITZGERALD
33070

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

Soil Macronutrients (Nitrogen, Phosphorous, Potassium or N-P-K)
Use ONE of these NPK preparations for the first fertilizer application.

Standard NPK Fertilizer Preparations	6-20-20	5-20-10	16-16-16	0-10-10	28-3-4	21-0-0
#/1000 sq. ft.	21	25	15	N/A	N/A	6

Soil Micronutrients - Copper, Iron, Manganese and Zinc, in soil are present in small amounts. However, they play a necessary role in plant metabolism. Without appropriate amounts plants will not thrive. Analysis for micronutrients not requested.

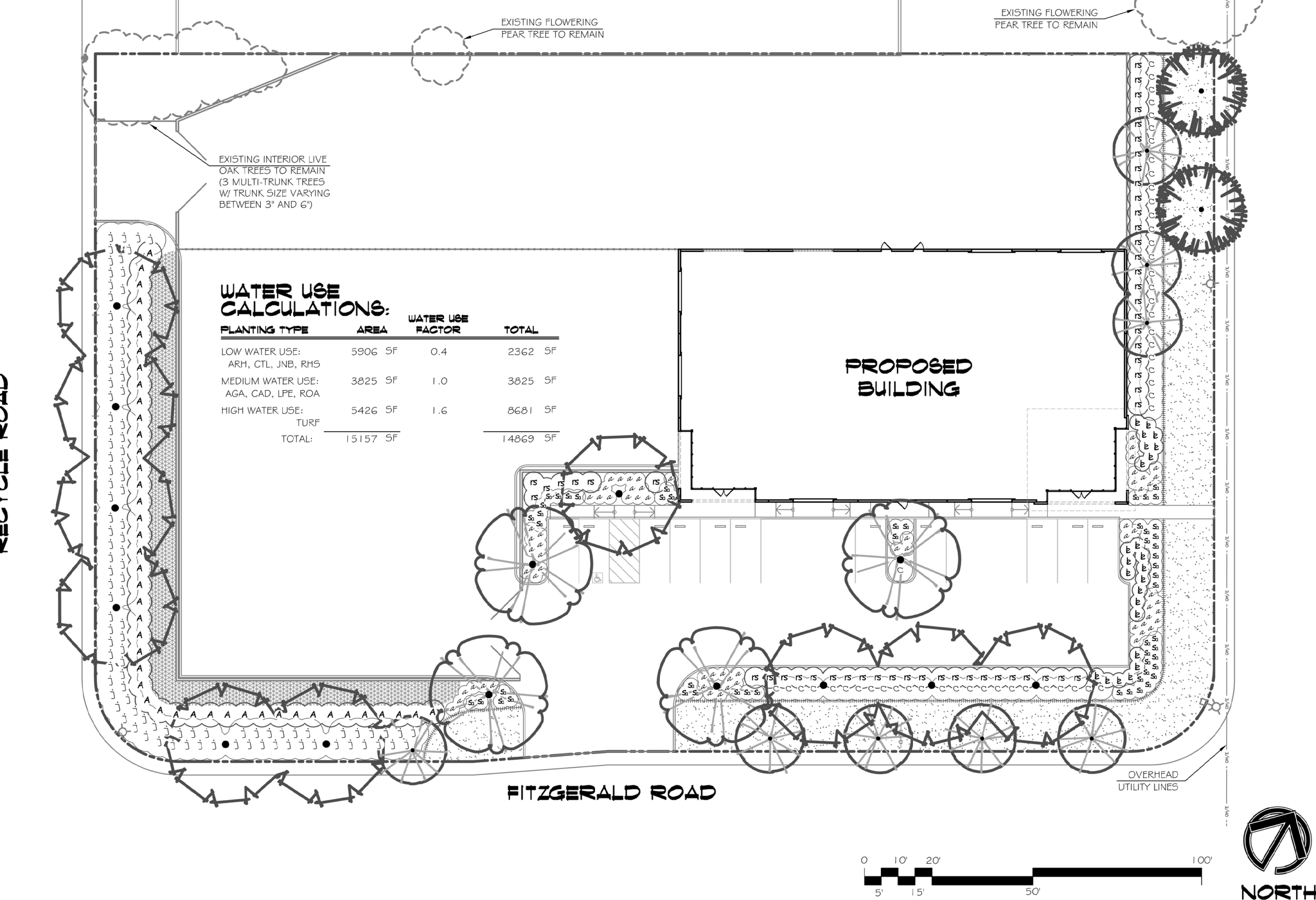
Grass or Sod Preparation
Till in organic matter, N, P, K and micro nutrients in addition to any lime gypsum or sulfur as directed above. Smooth soil surface and follow seed or sod producers direction for moisture and product application.

Trees and Shrubs
Excavate holes for planting shrubs and trees to at least twice the volume of the container. Prepare backfill for tree and shrub planting holes by mixing three parts of native soil (or imported top soil) with one part organic amendment (preferably nitrogen and iron fortified) and 2.5 pounds of 6-20-20 (or similar low nitrogen, high phosphate, high potassium fertilizer) per yard of mix. For extended fertilization, place slow release fertilizer tablets in the hole per manufacturer's instructions. If 6-20-20 is not directly added to the backfill mix, during backfilling apply uniformly 1/2 oz of 6-20-20 per gallon container, 2.5 oz per 5 gallons, or 6 oz per 24 inch boxes.

Summary and Suggested Sequence of Soil Improvements (#/1000 sq. ft.)

Organic Amendment 2 Yd./1000 sq. ft Bulk organic amendment (prefer nitrified).
N-P-K Fertilizer - see chart above for type and amount required.
Sulfate-Sulfur - apply 2 # Ammonium sulfate fertilizer

Maintenance Fertilization - apply 5 pounds of Ammonium sulfate (21-0-0) per 1000 sq. ft. every month until plants become established. After established, apply 23-3-4 (or similar preparation) to provide desired growth rate and color.



PLANT LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY	REMARKS
	PISTACIA CHINENSIS/CHINESE PISTACHE	24" BOX	4	
	PYRUS C. 'CHANTICLEER'/COLUMNAR FLOWERING PEAR	1.5 GALLON	8	
	QUERCUS VIRGINIANA/SOUTHERN LIVE OAK	1.5 GALLON	10	
	SEQUOIA SEMPERVIRENS 'APTOS BLUE'/COAST REDWOOD	1.5 GALLON	2	
	AGA # AGAPANTHUS ORIENTALIS/LILY-OF-THE-NILE	1 GALLON	66	
	ARH A ARCTOSTAPHYLOS D. 'HOWARD McMINN'/MANZANITA	5 GALLON	45	
	CAD CAREX DIVULSA/EURASIAN GRAY SEDGE	LINER	1,657 5.F.	15' O.C. TRIANG.
	CTL C COTONEASTER D. 'LOWFAST'/PROSTRATE COTONEASTER	1 GALLON	51	
	JNB J JUNIPERUS SABINA 'BUFFALO'/PROSTRATE JUNIPER	1 GALLON	107	
	LPE b LOROPETALUM CHINESE 'EMERALD SNOW'/LOROPETALUM	5 GALLON	24	SPECIAL BACKFILL
	RHS rs RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'/COFFEEBERRY	5 GALLON	53	
	ROA s ROSA X. 'FLOWER CARPET AMBER'/LANDSCAPE ROSE	2 GALLON	53	SPECIAL BACKFILL
	SODDED TURF AREA			SEE SPEC.

RECYCLED PLASTIC HEADERBOARD: "EPIC PLASTICS" OR APPROVED EQUAL IN 2"x 4" SIZE (510) 235-9339

PLANTING NOTES

- SEE DETAILS AND SPECIFICATIONS FOR MATERIALS AND PROCEDURES. NOTE DATES FOR SUBMITTALS AND REQUIREMENTS REGARDING PLANT ORDERS.
- FIELD SHRUB LAYOUTS SHALL CONFORM PRECISELY TO THE LAYOUT SHOWN ON THE PLANS UNLESS FIELD CHANGES FORCE VARIATIONS. NOTE THAT THE SPACING SHOWN BETWEEN SHRUBS OF LIKE SPECIES IS CONSTANT. CONFORM TO PLAN SPACINGS SHOWN BETWEEN SHRUBS OF DIFFERENT SPECIES AS WELL AS BETWEEN SHRUBS AND PLANTER EDGES. THE LANDSCAPE ARCHITECT MAY REQUIRE REPLANTING, AT THE CONTRACTOR'S EXPENSE, OF ALL SHRUBS AND TREES NOT LOCATED IN CONFORMANCE TO THE PLAN.
- THE QUANTITIES SHOWN ON THE PLANT LIST SUPERCEDE PLANT COUNTS TAKEN FROM THE DRAWINGS UNLESS MORE PLANTS ARE INDICATED ON THE DRAWINGS. IF ALL PLANT LOCATIONS CANNOT BE DETERMINED, CONTACT THE LANDSCAPE ARCHITECT (AFTER AWARD OF THE CONTRACT) FOR ADDITIONAL INFORMATION.
- QUANTITIES OF GROUNDCOVERS DELINEATED WITH HATCH PATTERNS ARE INDICATED BY AREA IN SQUARE FEET, WITH NO ALLOWANCE FOR SLOPE FACTORS, WHICH ARE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE.
- PROTECT EXISTING PLANT MATERIALS NOTED AS "TO REMAIN". DO NOT SEVER ROOTS IN EXCESS OF 2 INCHES IN DIAMETER. NOTIFY THE OWNER'S REPRESENTATIVE OF EXISTING PLANTS WHICH ARE NOT SHOWN ON THE PLANS AND REMOVE THE PLANTS IF INSTRUCTED TO DO SO.
- REMOVE ALL BASE ROCK, COMPACTED SOILS AND/OR CONTAMINATED SOILS FROM PLANTING AREAS TO A DEPTH OF 24 INCHES. CONTAMINATION INCLUDES, BUT IS NOT LIMITED TO, LIME TREATMENT AND SOIL STERILANTS. BACKFILL PLANTERS WITH APPROVED TOPSOIL.
- APPLY SOIL AMENDMENTS AT THE FOLLOWING RATES PER 1,000 SQUARE FEET (UNLESS CONTRADICTED BY SUBSEQUENT SOILS TESTS): SOIL CONDITIONER - 2 CUBIC YARDS FERTILIZER (6-20-20) - 21 LBS. AMMONIUM SULFATE (21-0-0) - 2 LBS. THOROUGHLY TILL AMENDMENTS INTO THE TOP 4-6 INCHES OF SOIL.
- ALL IRRIGATED LANDSCAPE AREAS PLANTED WITH CAREX DIVULSA; SUBJECT TO CONCENTRATED WATER FLOWS; SUBJECT TO FLOODING OR WITH SLOPES IN EXCESS OF 4:1 (25%) SHALL HAVE AN EROSION CONTROL BLANKET (NORTH AMERICAN GREEN, #5C-150) INSTALLED IN ACCORD WITH THE MANUFACTURER'S SPECIFICATIONS.
- APPLY "MEDIUM FIR BARK" TOP DRESSING (SEE SPEC.'S) TO PLANTER AREAS TO A DEPTH OF 3 INCHES. OMIT TOP DRESSING ON AREAS SUBJECT TO CONCENTRATED WATER FLOWS OR FLOODING.

PARKING LOT SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY FULL	3/4	1/2	1/4	SUBTOTAL	TOTAL
35' DIA. TREES							
PISTACHIA CHINENSIS	962 S.F.	1	1	2	0	2646 S.F.	
QUERCUS VIRGINIANA	962 S.F.	0	0	4	0	1924 S.F.	
						35' TOTAL:	4570 S.F.
						PARKING AREA:	8660 SF.
						SHADE REQUIRED:	50%
						SHADE PROVIDED:	53%

EXHIBIT A

G B D H

DESIGN GROUP, INC.

ARCHITECTURE
+
ENGINEERING

9806 Old Winery Place, Suite 1
Sacramento, California 95827
Tel 916.854.9901 Fax 916.854.9840



Garth Ruffner
Landscape Architect
(916)797-2576

4120 Douglas Blvd., Suite 306, #301 GarthRuffner.com
Roseville, CA 95746-5936 California R.L.A. #2808

SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client
DARIN MOORE ENTERPRISES

3450 RECYCLE ROAD
RANCHO CORDOVA, CA
PH 916 638 5355
FX 916 638 8697

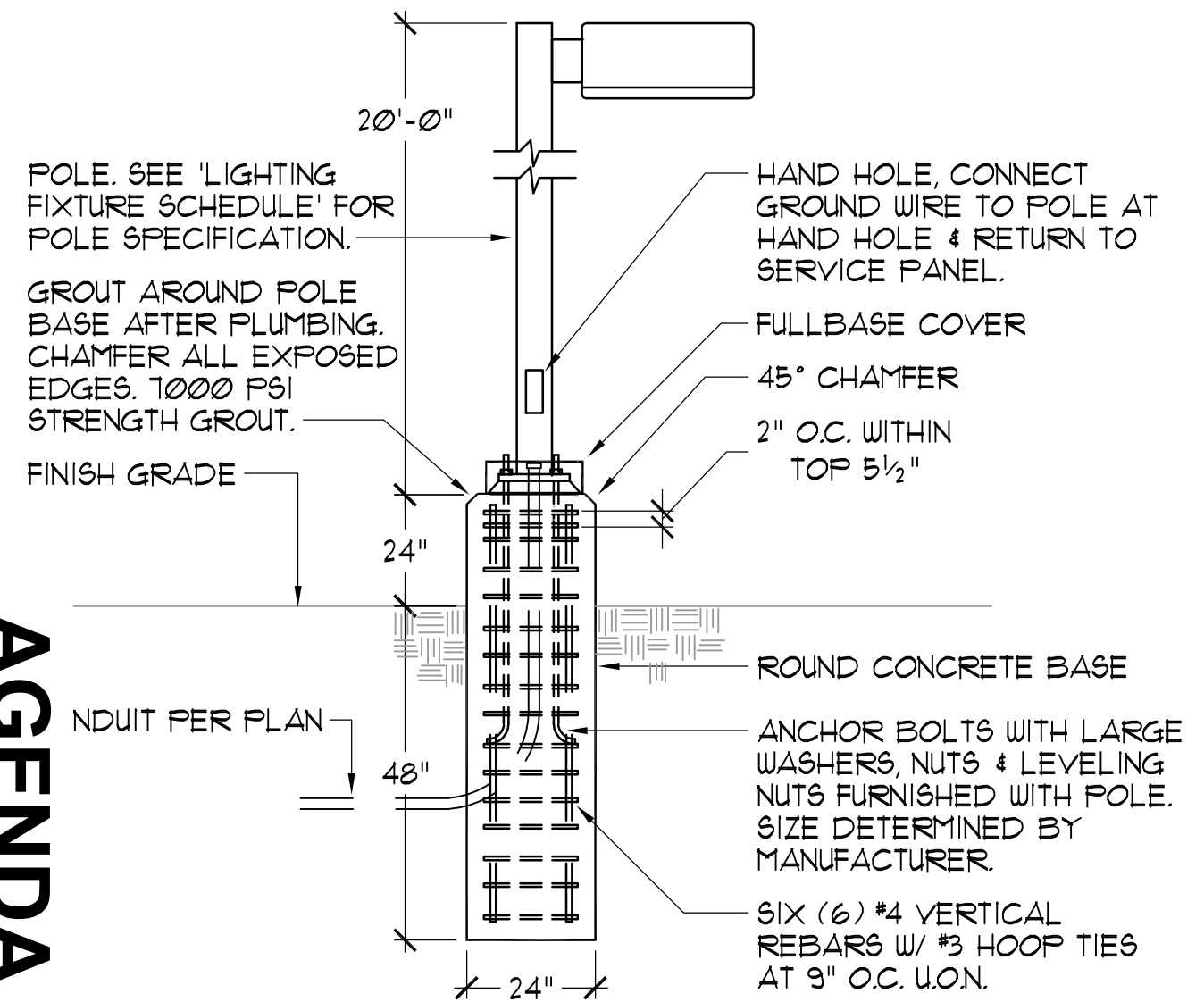
Sheet Title

PLANTING
PLAN

Date	Project No.
12/20/13	D16-3349 (33070)
Drawn By	Sheet No.
GR	

Checked By	
GR	

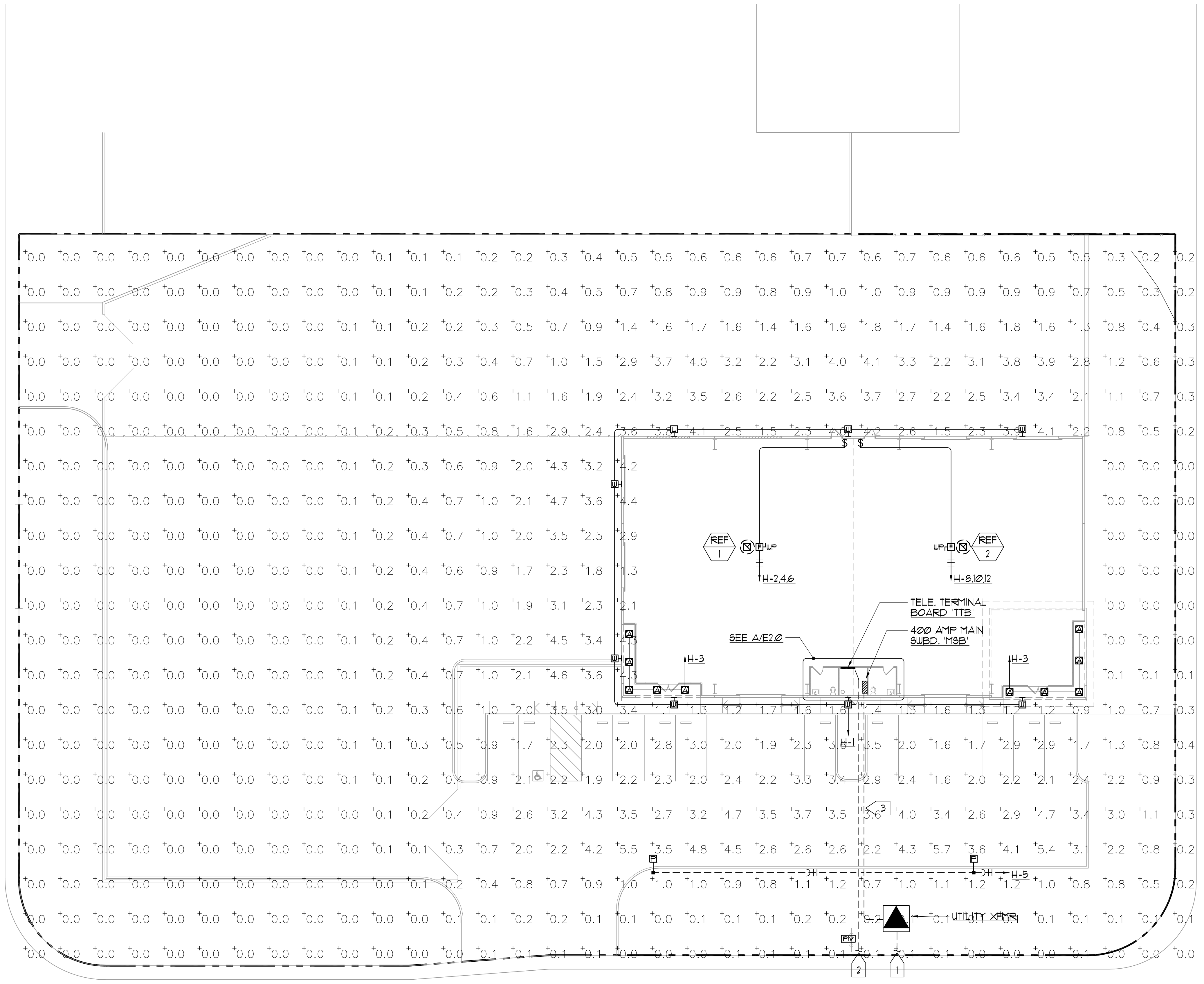
26
79



E BASE DETAIL
NONE

B
E1.0

ELECTRICAL SITE PLAN
SCALE: 1/16" = 1'-0"



NUMBERED NOTES

- (1) 4" C.O. TO ELECTRICAL SERVICE CONNECTION POINT.
- (2) (1) 4" C.O. TO TELEPHONE SERVICE CONNECTION POINT.
- (3) SECONDARY SERVICE, SEE A/E2.0

EXHIBIT A

G B D H

DESIGN GROUP, INC.

ARCHITECTURE
+
ENGINEERING

9806 Old Winery Place, Suite 1
Sacramento, California 95827
Tel 916.854.9901 Fax 916.854.9840

Date Signed: December 23, 2013

SACRAMENTO
ENGINEERING
CONSULTANTS
10555 Old Placerville Road
Sacramento, CA 95827-2503
Phone: (916) 368-4468
Fax: (916) 368-4490
www.saceng.com

Job No. 13851

SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

DARIN MOORE ENTERPRISES

3450 RECYCLE ROAD
RANCHO CORDOVA, CA
PH 916 638 5355
FX 916 638 8697

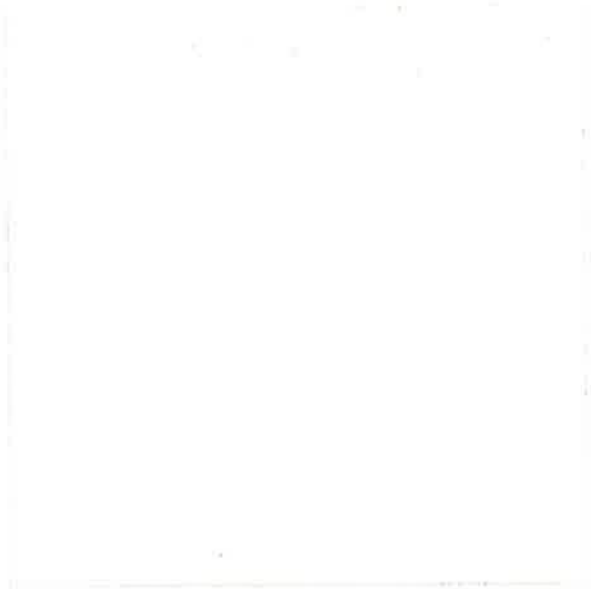
Sheet Title

ELECTRICAL SITE PLAN & NOTES

Date	Project No.
12/23/13	D16-3349

Drawn By	Sheet No.
JH/CZ	

Checked By	
RH	E1 08



BASE COLOR
BAKER WHITE - ICI #734



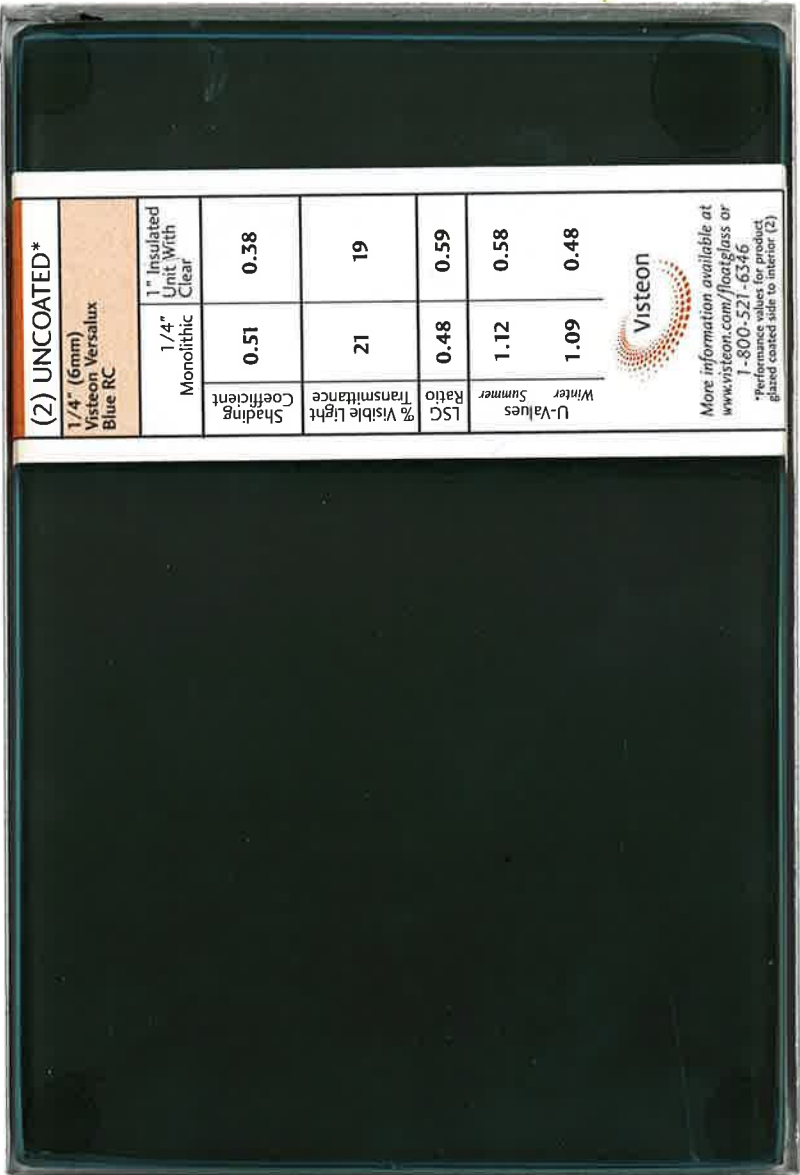
ACCENT COLOR 1
LANYARD - ICI #746



ACCENT COLOR 2
MANUSCRIPT - ICI #709



ACCENT COLOR 3
CORNERSTONE - ICI #1309



GLAZING
VISTEON VERSALUX - BLUE RC



STOREFRONT SYSTEM
CLEAR ANODIZED ALUMINUM

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The action approves Major Design Review for the new Industrial Building and Yards, located at 3500 Fitzgerald Road (APN 072-0580-001), as described in the January 6, 2014 staff report and associated attachments. Any significant modification to the project shall require amendment to the Design Review.	ON-GOING	PLANNING	
2.	In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	ON-GOING	PLANNING	
3.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	ON-GOING	PLANNING	
4.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	ON-GOING	PLANNING	
5.	The Applicant shall ensure that all outdoor stacking is consistent with the height and distance requirements in Section 23.1005.040 of the City's Zoning Code	ON-GOING	PLANNING	
6.	The Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	ON-GOING	FINANCE	
7.	The Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as	ON-GOING	PUBLIC WORKS	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	soon as possible.			
Prior to Building Permit or Improvement Plan Issuance.				
8.	The Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Building Permit Review and Building Permit Issuance. For account status, please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	PRIOR TO BUILDING PERMIT SUBMITTAL / PRIOR TO BUILDING PERMIT ISSUANCE	FINANCE	
9.	Storm Water Drainage Maintenance District. Prior to the recordation of the first final subdivision map, the Applicant shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	
10.	The Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights, and fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	

Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
11.	The Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	PUBLIC WORKS	
12.	The Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, curb and gutter per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk. • Replace existing rolled curb and gutter on entire Sunrise Boulevard property frontage with new vertical curb per City standard. • Remove and replace any damaged curb and gutter on Fitzgerald Road and Recycle Road to the satisfaction of the City. • Utility laterals	PUBLIC WORKS	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	Public improvement plans shall clearly delineate all transitions to existing improvements. All improvements to be designed and constructed to the satisfaction of the Public Works Department.			
13.	The Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	PRIOR TO APPROVAL OF IMPROVEMENT PLAN	PUBLIC WORKS	
14.	The Applicant shall enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	PRIOR TO APPROVAL OF IMPROVEMENT PLAN	PUBLIC WORKS	
15.	The Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	PRIOR TO APPROVAL OF IMPROVEMENT PLAN	PUBLIC WORKS	
16.	The Applicant shall incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	PRIOR TO APPROVAL OF IMPROVEMENT PLAN	PUBLIC WORKS	
17.	The number, size, and location of driveways are subject to approval by the Public Works Department	PRIOR TO APPROVAL OF IMPROVEMENT PLAN	PUBLIC WORKS	
18.	The Applicant shall connect to the Sacramento Area Sewer District's (SASD) sewer system to the satisfaction of SASD. In order to obtain sewer service, construction of District sewer infrastructure may be required. The SASD Design Standards apply to all, on and off-site public sewer construction.	PRIOR TO APPROVAL OF IMPROVEMENT PLAN OR BUILDING	SASD	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
		PERMIT ISSUANCE		
19.	The Applicant shall pay the sewer impact fee before issuance of the permit. Contact PSU at 916-873-6100 for further information on sewer impact fee.	PRIOR TO APPROVAL OF IMPROVEMENT PLAN OR BUILDING PERMIT ISSUANCE	SASD	
Prior to Final Inspection/Occupancy				
20.	The Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Final Occupancy. For account status, please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	PRIOR TO OCCUPANCY	FINANCE	
21.	Sidewalk and driveway repairs shall be accepted as complete.	PRIOR TO OCCUPANCY	PUBLIC WORKS	
22.	The Planning Department shall inspect that the project has been built in substantial conformance with the approved Design Review plans.	PRIOR TO OCCUPANCY	PLANNING	
23.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	PRIOR TO FINAL INSPECTION	PUBLIC WORKS	
24.	The Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	PRIOR TO FINAL INSPECTION	PUBLIC WORKS	

072 0420 001 0000
K-B Sunrise Partnership
3419 Sunrise Blvd
Rancho Cordova, CA 95742

072 0570 033 0000
Pull & Save Development
11315 Dismantle Court
Rancho Cordova, CA 95742

072 0580 012 0000
Moore Darin D
3467 Recycle Road
Rancho Cordova, CA 95742

072 0420 004 0000
Livingston Concrete Service Inc
3458 Fitzgerald Road
Rancho Cordova, CA 95742

072 0570 038 0000
CECO Properties LLC
3501 Recycle Road
Rancho Cordova, CA 95742

072 0580 013 0000
Holitzman Nancy C & Thomas
W/Moore Darin D
PO Box 1657
Rancho Cordova, CA 95741-1657

072 0420 005 0000
K-B Sunrise Partnership
3419 Sunrise Blvd
Rancho Cordova, CA 95742

072 0570 040 0000
DDM Development Inc.
3527 Recycle Road
Rancho Cordova, CA 95742

072 0580 014 0000
3486 Recycle Road
Rancho Cordova, CA 95742

072 0420 006 0000
K-B Sunrise Partnership
3445 Sunrise Blvd
Rancho Cordova, CA 95742

072 0570 039 0000
3480 Sunrise Blvd LLC
3480 Sunrise Blvd 200
Rancho Cordova, CA 95742

072 0580 016 0000
County of Sacramento
Recycle Road
Rancho Cordova, CA 95742

072 0420 008 0000
Johnson Jerome M & Mary Joyce
3469 Fitzgerald Road
Rancho Cordova, CA 95742

072 0580 001 0000
Sierra Financial Services LLC
1165 Investment Blvd #2
El Dorado Hills, CA 95762-5777

072 0420 011 0000
Langdon
3479 Sunrise Blvd
Rancho Cordova, CA 95742

072 0580 002 0000
American River Development Corp
3450 Sunrise Blvd
Rancho Cordova, CA 95742

072 0420 012 0000
Langdon
3479 Sunrise Blvd
Rancho Cordova, CA 95742

072 0580 003 0000
American River Development Corp
3430 Sunrise Blvd
Rancho Cordova, CA 95742

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Bonney
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Rancho Cordova, CA 95742

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American River Development Corp
3410 Sunrise Blvd
Rancho Cordova, CA 95742

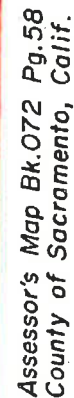
072 0420 031 0000
Pull & Save Development
11355 Dismantle Court
Rancho Cordova, CA 95742

072 0580 010 0000
American River Development Corp
3440 Sunrise Blvd
Rancho Cordova, CA 95742

072 0570 032 0000
Pull & Save Development
11337 Dismantle Court
Rancho Cordova, CA 95742

072 0580 011 0000
Moore Darin D
3450 Recycle Road
Rancho Cordova, CA 95742





Parcel Map, Bk. 58 Pg. 19 (6-12-80)

PREPARED BY

cta

Engineering & Surveying
Land Surveying • Land Planning

Ted Stevens, P.L.S. 4898

3233 Monier Circle
Rancho Cordova, CA 95742
T (916) 638-0919
F (916) 638-2479
www.ctaes.net

stevens@ctaes.net



10/31/13

MEMORANDUM



DATE: January 21, 2014

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **DOLLAR AND THRIFTY CONDITIONAL USE PERMIT AND LETTER OF PUBLIC CONVENIENCE AND NECESSITY FOR OFF-SALE LIQUOR SALES; PROJECT DD8397 – LOCATED AT 10669 COLOMA ROAD.**

PROPERTY OWNER: Ki Jin Song 4061 E Castro Valley Boulevard, Suite 195 Castro Valley, CA 94552	APPLICANT/DEVELOPER: Same as owner
---	--

PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant was seeking a Conditional Use Permit (CUP) to allow the off-sale of beer and wine at the Dollar and Thrifty grocery store located at 10669 Coloma Drive. The applicant was also seeking a Letter of Public Convenience and Necessity (PCN) from the City to support their application to the Department of Alcoholic Beverage Control (ABC) for a Type 20 alcohol license. DD8397 10669 Coloma Road 056-0222-021-0000 Matthew Diaz
---	--

RECOMMENDATION

No action since the owner withdrew the application on January 13, 2014.

RESULT OF RECOMMENDED ACTION

Staff will notify ABC that the owner has withdrawn application for a CUP and subsequent PCN.

BACKGROUND

On October 3, 2013 the owner of the Dollar and Thrifty grocery store submitted an application to ABC for a Type 20 liquor license (permit #538244). Due to the project being located in an area with a higher than average number of annual criminal activity in census tract 0089.13. ABC determined the approval of the new application may result in an “undue concentration” of alcohol outlets unless a determination can be made that the license would serve public convenience or necessity. The City of Rancho Cordova municipal code requires any PCN

request to first obtain all required permits to allow alcohol sales, which for the specific location, required a CUP.

On October 24, 2013 an application for a CUP was submitted for the off-sale of beer and wine at the recently opened Dollar and Thrifty grocery store located at 10669 Coloma Road, and the project was deemed complete in December 2013 and noticed on January 10, 2014.

On January 13, 2014 the applicant withdrew the application for a CUP and subsequent PCN on in a letter to staff. A copy of the owner's letter requesting staff to withdraw the project has been attached.

RECOMMENDED MOTION

No action since the owner withdrew the application on January 13, 2014.

ATTACHMENT

Applicant's letter to staff from January 13, 2014 (dated December 25, 2013).

Ki J Song
20121 Edwin Markham Dr.
Castro Valley, CA 94552-5063
(510) 415-9291
Email: kjinsong@gmail.com

December 25, 2013

Dear Matt Diaz:

I would like to formally withdraw our Conditional Use Permit application DD8397 for the Dollar and Thrifty grocery store at 10669 Coloma Road. However, as we have discussed before in our meeting, I would like to resubmit another ABC application within the year of 2014 providing proof that Dollar and Thrifty is maintaining or increasing the "convenience and necessity" to the surrounding areas. Thank you for your time.

Respectfully,

Ki J Song

MEMORANDUM



DATE: January 21, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
John Samuelson, Streets Operations and Maintenance Manager

SUBJECT: RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND AUTHORIZING EXECUTION OF A CERTIFICATE OF ACCEPTANCE AND RECORDATION OF A GRANT DEED FOR LAND LOCATED ON ZINFANDEL DRIVE AT THE SOUTHERN CITY BOUNDARY, APN: 072-2860-004.

RECOMMENDATION

Adopt Resolution No. 6-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution authorizes the City Manager to proceed with execution of documents as necessary to purchase and take possession of property located on Zinfandel Drive at the Southern City Boundary.

BACKGROUND

City staff have been exploring options for a corporation yard for the City's Public Works operation in the past several years. Staff initially focused on locating a property in the industrial area along Sunrise Blvd. Several properties were considered, but none met the City's long term goal of a large area of land for future expansion.

In Spring 2013 we were made aware of the subject property as a potential option for a corporation yard. The available 17.3 acres owned by Elliott Homes is centrally located providing the ability to serve both the existing community and the new growth areas. The property is zoned light industrial and is located under the Mather Airport flight line. The maximum allowable height for any future facility is restricted to 26 feet which limits the options for the use of this property.

Council, at a closed session meeting on December 2, 2013, authorized staff to enter into negotiation and tentatively agree with the seller on a price of \$1,650,000. This equates to \$2.19 per square foot. During this discussion, Council expressed some concern about potential impacts on the nearby residential community. Staff believes that potential impacts to the nearby residential community are minimal and can be mitigated.

The purchase of this property will provide an efficient and cost effective solution for the City's Public Works operations and storage needs. Plans for the future structure and design of the site have not yet been determined and will be presented to the Council for review and approval. Staff's vision is to construct an approximately 10,000 sf building on this property for storage and housing a small number of operation and maintenance staff. It is also envisioned that the building will serve as the City's Traffic Management Center.

Environmental Review under CEQA

The acquisition of property by a public agency is a project within the meaning of the California Environmental Quality Act (CEQA). The steps required under CEQA must be completed prior to the decision to acquire.

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

The full CEQA report is included as Attachment 2 of this report.

FISCAL IMPACT

The purchase price for the land is \$1,650,000. It is anticipated that an additional \$40,000 will be needed for closing costs, including legal and environmental review. The City's Capital Facilities Fund will provide \$633,750 toward the purchase of this property and the remaining \$1,056,250 will come from Community Facility Impact Fees. A funding source for the improvements to this property has not been identified at this time.

NEXT STEPS

City staff will develop several design concepts for review and approval by the City Council.

ATTACHMENTS

1. Site Map.
2. CEQA Report.
3. Resolution No. 6-2014 Exhibit A – Contract No. 7- 2014 Purchase and Sale Agreement.

SITE MAP

SUNRISE BLVD

FOLSOM SOUTH CANAL

SAC METRO FIRE
TRAINING FACILITY

PROPOSED
CORP YARD

BAROQUE DRIVE

ZINFANDEL DRIVE

N MATHER BLVD

MATHER AIRPORT

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
P.O. Box 3044, 1400 Tenth Street, Room 22
Sacramento, CA 95812-3044

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

☒ County Clerk-Recorder
Sacramento County
PO Box 839, 600 8th Street
Sacramento, CA 95812-0839

Project Title: Corporation Yard Project

Project Location: The project site is on Zinfandel Drive, approximately 1000 feet southeast of North Mather Boulevard in the City of Rancho Cordova.

Assessor's Parcel Number: 072-2860-004-0000

Project Description: The project consists of the purchase of a 17.3 acre parcel with the intent of developing a Corporation Yard. Precise project details are unknown at this time, but the site could consist of a 30,000 square foot building and up to 10 employees with the purpose of storing equipment. Equipment will be stored inside and outside of the building and will consist of items such as signs, posts, street light heads and poles, traffic signal equipment (poles, cabinets, controllers, etc), clod patch asphalt, sand, tools, paint, guardrail, fencing, and traffic control equipment. No repairing of equipment is proposed as part of this project.

Lead Agency: City of Rancho Cordova

Lead Agency Contact Person and Phone Number: Bret Sampson (916) 851-8758

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

Exemption Status:

- ☐ Ministerial [Section 21080(b); 15268];
- ☐ Declared Emergency [Section 21080(b)(3); 15269(a)];
- ☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];
- ☐ General Rule [Section 15061(b)(3)];
- ☒ Special Situation [Public Resources Code section 21083.3 and CEQA Guidelines Section 15183]
- ☐ Statutory Exemption

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site that were not analyzed in the prior EIR or that will be more severe based on new information unknown at the time of the certification of the prior EIR. Further CEQA review also may be required if the project will result in potentially significant off-site impacts or cumulative impacts not analyzed in prior EIR.

As described below, all the standards of Public Resources Code section 21083.3 and CEQA Guidelines 15183 are met for the project and, therefore, the project is exempt from CEQA review.

Prior to the City of Rancho Cordova incorporating, the light industrial zoning designation for the project site was analyzed as part of the Villages of Zinfandel Special Planning Area (SPA) project. The Villages of Zinfandel EIR (SCH #1996042019) was certified in May 2000 by the Sacramento County Board of Supervisors. Subsequent to that action, the Villages of Zinfandel SPA regulations and light industrial zoning designation for the project site were incorporated into the City of Rancho Cordova's General Plan and Zoning Code. The Rancho Cordova General Plan EIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council.

The proposed project is consistent with the City's General Plan goals and policies and the Villages of Zinfandel SPA zoning designation of light industrial. The project is consistent with the Public Utility Service Yard permitted use under the Villages of Zinfandel SPA and City General Plan. The project will be conducted in accordance with the regulations applicable to that use under the Villages of Zinfandel SPA. The project will be subject to all applicable mitigation measures adopted under the Mitigation Monitoring and Reporting Programs (MMRP) for the Villages of Zinfandel SPA project and the City General Plan which included mitigation measures to reduce any potential environmental impacts to furthest extent feasible.

No potential new site-specific impacts which are peculiar to the property or project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the Villages of Zinfandel EIR and General Plan EIR. Furthermore, the proposed project does not propose any regional expansion of uses, as the equipment is currently being stored at the County storage facility and other locations. The proposed project would in effect consolidate the storage of the equipment and locate the equipment in closer proximity to where it will be needed by the City. The project site is vacant undeveloped land that has been previously graded. It does not have any biological resources or hazardous materials issues. It does not have any adjacent sensitive uses. The nearest residential uses are approximately 1,500 feet to the northwest of the project site. The proposed project would generate traffic consistent with the light industrial zoning designation as analyzed in the Villages of Zinfandel EIR. Furthermore, the proposed project site is within the Mather Airport Policy Area and experiences significant existing noise levels that would preclude any residential uses for the site. The project is subject to review by the Mather Field Airport Land Use Commission for consistency with the Airport Land Use Plan. The proposed project would have no significant effect on the existing noise levels generated by the airport. Any buildings developed by the proposed project would be subject to height restrictions required by the Mather Airport Master Plan. No other special circumstances exist that would result in a significant site-specific impacts which are peculiar to the property or project. In addition, the project will not result in potentially significant off-site impacts or cumulative impacts not analyzed in prior EIRs.

Therefore, the proposed project qualifies for the exemption under Public Resources Code section 21083.3 and CEQA Guidelines Section 15183 and no further environmental review is required.

By 
Bret Sampson
City of Rancho Cordova
Date: January 14, 2014

ATTACHMENT 3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 6-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE ACQUISITION OF PROPERTY AND AUTHORIZING EXECUTION OF
A CERTIFICATE OF ACCEPTANCE AND RECORDATION OF A GRANT DEED**

WHEREAS, the City of Rancho Cordova (the "City") desires to acquire property that will be used for a future corporation yard; and

WHEREAS, City staff have evaluated various options available and have presented for City Council details pertaining to the acquisition of real property located on Zinfandel Drive at the Southern City Boundary ("Property") APN 072-2860-004; and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or Certificate of Acceptance must be attached to any grant deed conveying an interest in real property to a government agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby:

1. Authorizes the City Manager and/or his designees to execute such other documents and to take other actions as necessary to consummate the transaction contemplated by this resolution, including without limitation, the payment of deposits as required pursuant to the **Purchase Sale Agreement (Exhibit A)** and the execution of contracts required in connection with any environmental evaluation and/or physical inspection of the property.
2. Consents to the execution of a Certificate of Acceptance and the recordation of a grant deed conveying the Property to the City upon close of escrow for the purchase of property.

PASSED AND ADOPTED by the City Council of on the ____ day of _____, 2014
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made as of _____, 2014 (the “Effective Date”) by and between STONECREEK INDUSTRIAL, LLC, a California limited liability company (“**Seller**”), and THE CITY OF RANCHO CORDOVA, a California municipal corporation or its assignees (“**Buyer**”), collectively, who, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. BACKGROUND AND GENERAL

1.1. The Property. Seller owns certain real property (the “**Real Property**”), consisting of approximately seventeen and 3/10 (17.30) acres of M-1 zoned land located in the City of Rancho Cordova (the “**City**”) County of Sacramento (the “**County**”), State of California (the “**State**”), identified as County Assessor’s Parcel Number 072-2860-004 and further described on Exhibit A attached to this Agreement. The term “**Property**” as used in this Agreement shall include the Real Property, along with all other rights, privileges, easements and appurtenances benefiting such real property, including, without limitation, all minerals and all easements, rights-of-way and other appurtenances used in or connected with the beneficial use of such real property, as well as all existing construction plans for the Property.

1.2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the purchase and sale of the Property,

1.3. Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This **Agreement** includes all exhibits, schedules and other attachments hereto, each of which is incorporated by reference as if fully set forth herein. “**Seller**” and “**Buyer**” are referred to herein individually as “**Party**” and collectively as “**Parties**.”

1.4. Opening of Escrow. The “**Opening of Escrow**” shall be the date on which a duplicate original of the Agreement, fully signed by both Buyer and Seller and with the liquidated damages and arbitration provisions initialed by both Buyer and Seller, is delivered to Stewart Title Company (“**Escrow Holder**” or “**Title Company**”) at 1425 River Park Drive, Suite 110, Sacramento, CA 95815, Attention: Sharon Wichmann, Telephone: 916.441.4950, Facsimile: 916.564.5840.

2. PURCHASE AND SALE

2.1. Purchase and Sale. Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions specified in this Agreement.

2.2. Purchase Price. The purchase price (“**Purchase Price**”) for the Property shall be One Million Six Hundred Fifty Thousand Dollars (\$1,650,000).

2.3. Payment. The Purchase Price shall be paid as follows:

(a) Deposit. Buyer shall deposit the following sums during the course of this Agreement:

(i) Initial Deposit. Within five (5) days of the Opening of Escrow, Buyer shall deposit with Escrow Holder the sum of Ten Thousand Dollars (\$10,000), which Escrow Holder shall deposit into a federally-insured, interest-bearing account pending Escrow Holder's receipt of the Buyer Feasibility Notice described below, or termination of this Agreement. This deposit, and all interest earned thereon, is hereinafter called the "**Initial Deposit**".

(ii) Additional Deposit. In the event Buyer elects to proceed with this transaction and sends the Buyer Feasibility Notice required by Section 4.1(a), then prior to the End of the Feasibility Period (as described therein) Buyer shall make an additional deposit in the amount of Twenty Thousand Dollars (\$20,000) (such additional amount being called the "**Additional Deposit**"), bringing the total amount on deposit to Thirty Thousand Dollars (\$30,000). For purposes of this Agreement, the Initial Deposit and the Additional Deposit shall collectively be called the "**Deposit**".

(iii) Nonrefundable; Applicable. The Deposit shall be non-refundable, except as otherwise provided in this Agreement. The Deposit shall be released to Seller at the end of the feasibility period provided Buyer has approved its feasibility review. At the Close of Escrow, the Deposit, together with all interest earned thereon, shall be applied to the Purchase Price.

(b) Closing Payment. The Deposit paid by Buyer shall apply to the Purchase Price at the Close of Escrow. Buyer shall pay the balance of the Purchase Price in the amount of One Million Six Hundred Twenty Thousand Dollars (\$1,620,000) in full, in cash or other immediately available funds, at the Close of Escrow ("**Closing Payment**").

3. **ESCROW**

3.1. Opening. The purchase and sale of the Property shall be consummated through an escrow ("**Escrow**") opened with Escrow Holder by depositing this Agreement in accordance with Section 1.4.

3.2. Instructions. This Agreement constitutes escrow instructions to Escrow Holder. Any supplemental escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement and shall provide that, as between the Parties, the terms of this Agreement shall prevail if there is any inconsistency between this Agreement and Escrow Holder's additional escrow instructions.

3.3. Close of Escrow. "**Closing**," the "**Close of Escrow**" and the "**Closing Date**" shall mean the date upon which the grant deed conveying the Property to Buyer is recorded with the Sacramento County Recorder. Unless extended by mutual agreement of the Parties, Closing shall occur on or before 5:00 p.m. Pacific Time on that date which is on or

before thirty (30) days following Buyer's satisfaction or waiver of the conditions set forth at Section 5.1(a) and (b) below.

3.4. Costs. Charges and expenses incurred in the Escrow are to be borne by the Parties as follows:

(a) Seller's Costs. Seller shall bear the following costs: the CLTA portion of the title insurance premium attributable to the title policy issued at the Close of Escrow; the cost of any title endorsements, if any, agreed to by Seller in response to objections to title made by Buyer; one-half of any County documentary transfer taxes payable upon recordation of the Grant Deed; and one-half of any Escrow fees, document preparation costs, recording fees, and other related Closing costs.

(b) Buyer's Costs. Buyer shall bear the following costs: the incremental title insurance premium for any ALTA Owner's Extended Coverage desired by Buyer; the cost of all title policy endorsements other than those, if any, agreed to by Seller under Section 3.4(a); the cost of any surveys desired by Buyer; the remaining one half of any County documentary transfer taxes payable upon recordation of the Grant Deed; and the remaining one-half of any Escrow fees, document preparation costs, recording fees and other related Closing costs. Buyer shall bear the cost of any title insurance policy and/or endorsements required by Buyer's lender, if any.

(c) Miscellaneous Costs. Each Party shall be solely responsible for the cost of its legal counsel and other advisory professionals. All other fees and miscellaneous costs not specifically allocated above shall be allocated in accordance with custom in Sacramento County.

3.5. Prorations and Adjustments. Real property taxes, special taxes, and any similar taxes and assessments imposed upon the Property (collectively, "**Taxes and Assessments**") shall be prorated as of the Closing. Prorations for real property taxes and similar charges being prorated shall be based upon the latest available tax bills. With respect to any prorations based on estimates rather than bills for the period covered by the proration, if and when the actual bill for the tax, assessment or other charge related thereto is finally issued by the appropriate agency, the Parties shall adjust and pay said proration, as necessary, within thirty (30) days of such bill becoming available, based on such final billing.

3.6. Deliveries to Escrow by Seller. At least one (1) business day prior to Closing, Seller shall deliver into Escrow the following items:

(a) Grant Deed. A duly executed and acknowledged "**Grant Deed**", in the standard form used by the Title Company, conveying fee title to the Property to Buyer.

(b) General Assignment. A duly executed "**General Assignment**" assigning to Buyer all of Seller's right, title and interest in all warranties, claims and any similar rights relating to and benefiting the Property or the assets transferred thereby; all intangible rights, goodwill and rights benefiting the Property; all development rights, permits, plans or approvals benefiting the Property; and all rights, claims or awards benefiting the Property (collectively, "**Assigned Rights**").

(c) Nonforeign Certification. A sworn Affidavit, acceptable to Escrow Holder, duly executed by Seller stating under penalty of perjury that Seller is not a “foreign person” as such term is defined in Section 1445(0)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), or such other evidence as Buyer and Escrow Holder may require showing that Buyer is not required to withhold taxes from the Purchase Price under Section 1445(a) of the Code.

(d) Lien Affidavit. If requested by the Title Company, a lien affidavit or mechanics lien indemnity as may be required by the Title Company in order to issue a standard form CLTA 101.4 Mechanic’s Lien Endorsement;

(e) California Withholding Tax. Evidence satisfactory to Buyer and Escrow Holder that Seller is exempt from the provisions of Section 18662 of the California Revenue and Taxation Code and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant thereto. In the absence of such evidence, Escrow Holder shall withhold the amount required by California law, and remit the same to the Franchise Tax Board.

(f) Closing Payments. The closing settlement statement prepared by Escrow Holder and agreed upon by the Parties (“**Closing Statement**”).

(g) Miscellaneous. Such additional documents, including written escrow instructions consistent with this Agreement, as may be reasonably required by the Escrow Holder or Buyer in order to close Escrow in accordance with the terms of this Agreement.

3.7. Deliveries to Escrow by Buyer. Prior to Closing, Buyer shall deliver into Escrow the following items:

(a) Certificate of Acceptance. A duly executed and acknowledged Certificate of Acceptance of Grant Deed, pursuant to California Government Code Section 27281.

(b) Closing Payments. The Closing Payment, and Buyer’s share, if any, of any then-known prorations, fees and costs as shown on the Closing Statement, in immediately available funds.

(c) Miscellaneous. Such additional documents, including written escrow instructions consistent with this Agreement, as may be reasonably required by the Escrow Holder or Seller in order to close Escrow in accordance with the terms of this Agreement.

3.8. Closing. When Escrow Holder has received all documents and funds identified in Sections 3.6 and 3.7; has received written notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived; and Escrow Holder is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

- (a) Recordation. Record the Grant Deed;
- (b) Title Policy. Issue the Title Policy to Buyer;
- (c) Delivery of Escrowed Documents. To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (i) a conformed copy (showing all recording information thereon) of the Grant Deed; (ii) fully executed original counterparts of the General Assignment (if requested); and (iii) the original the Non-Foreign Certification;
- (d) Purchase Price. Deliver the Closing Payment portion of the Purchase Price to Seller, less Seller's costs and prorations as set forth on the Closing Statement.

Escrow Holder shall prepare and sign final Closing Statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

3.9. Default, Termination and Remedies

(a) Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 5.1 has not been satisfied, or waived by Buyer in writing, by the Closing Date and Buyer exercises its right to terminate this Agreement pursuant to Section 5.1; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 4.1 (disapproval of Due Diligence investigation), Section 4.2 (disapproval of title) or Section 11.8 (damage or condemnation).

(b) Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 5.2 has not been satisfied or waived by Seller in writing by the Closing Date.

(c) Release from Escrow. Upon termination of this Agreement pursuant to Section 3.9(a) or 3.9(b), Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into Escrow in accordance with this Agreement.

(d) Remedies

(i) Seller's Default. If Closing fails to occur by reason of breach or default by Seller, Buyer shall be entitled to pursue specific performance of this Agreement, or, if specific performance is not available for any reason, Buyer may seek damages for Seller's default.

(ii) Buyer's Default; Liquidated Damages. BY INITIALING THIS SECTION IN THE SPACE PROVIDED BELOW, BUYER AND SELLER AGREE THAT SHOULD BUYER FAIL TO COMPLETE THE PURCHASE OF THE PROPERTY BY

REASON OF THE DEFAULT OF BUYER , THEN: (x) IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT; (y) THAT A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN SUCH EVENT IS THE DEPOSIT; AND THAT, (z) AS SELLER'S SOLE REMEDY FOR BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT, AS LIQUIDATED DAMAGES.

Buyer _____ Seller _____

(iii) Termination Not a Waiver. No termination of the Escrow by Buyer or Seller following a breach by the other party shall be deemed to waive such breach or any remedy otherwise available to the nonbreaching party.

3.10. Possession. Seller shall deliver exclusive right of possession of the Property, and any and all keys to locks, combinations or access codes to or on the Property, to Buyer on the Closing Date, subject only to the Permitted Exceptions (defined below).

4. DUE DILIGENCE

4.1. Feasibility Review. Buyer shall have the right to conduct such investigations, studies and examinations with respect to the Property and such other matters as Buyer, in its sole and absolute discretion, deems appropriate. Feasibility issues shall include all issues which Buyer, in its sole and absolute discretion, determines to be relevant and material to its determination to purchase the Property, including, without limitation, political, planning, zoning and entitlement matters, geology, environmental, economic and marketing issues, wetlands and protected species matters, and eventual utility access.

(a) Feasibility Period. Buyer shall have sixty (60) days from mutual execution of the Agreement ("**End of Feasibility Period**") to give written notice ("**Buyer Feasibility Notice**") that Buyer has approved its feasibility review and decided to move forward with this transaction or that Buyer has disapproved its feasibility review and decided to terminate this transaction. Should the Buyer disapprove its feasibility review by providing Seller with a Buyer Feasibility Notice, this Agreement shall terminate, the Deposit shall be returned to Buyer, and the Parties shall have no further obligation to each other.

(i) Documents and Materials. Not later than three (3) business days after the Opening of Escrow ("**Document Delivery Date**") Seller shall deliver to Buyer, all of the documents and materials within the possession or control of Seller, its agents or employees relating, directly or indirectly, to the Property, including, without limitation, the following (collectively, "**Documents and Materials**"):

(A) Copies of the most current improvement, boundary and/or ALTA surveys for the Property;

(B) Copies of all environmental surveys and reports for the Property;

- for the Property;
- (C) A copy of the most current property tax statement
- Section 4.2(a);
- (D) A preliminary report, as further set forth in
- (E) A copy of a topographical survey of the Property;
- (F) A copy of a Soils Report for the Property; and
- (G) Any and all documents in possession of the Seller pertinent to the Property and or the Property's development including but not limited to governmental approvals, and letters of available services to the Property.

Seller shall further promptly provide to Buyer any additional Documents and Materials that come into the possession or control of Seller, its agents or employees relating, directly or indirectly, to the Property after the Effective Date.

(b) Right of Entry. Buyer, its consultants and authorized agents shall have the right to enter on the Property from the Effective Date through the Close of Escrow or earlier termination of this Agreement to make such tests, surveys and other studies of the Property as Buyer deems appropriate, and the right to contact Seller's employees, agents, engineers or any other consultants and governmental officials with respect to the Property.

(i) Buyer shall bear the entire cost of all tests and studies performed by Buyer or at Buyer's direction.

(ii) Buyer shall defend, indemnify and hold Seller and the Property harmless from any and all costs, expenses, claims, losses, liabilities and demands to persons or property, including any injury or death to persons in or about the Property, from Buyer's or its agents' exercise of the rights described above. Such indemnification includes reasonable costs and attorneys' fees. Buyer shall repair any material damage to the Property resulting from Buyer's entry, restoring the Property to substantially the same condition as existed prior to Buyer's entry. Notwithstanding the foregoing, Buyer's obligations to restore the Property and to defend, indemnify and hold Seller harmless shall not extend to any damage resulting from any one or more of the following: (i) the discovery of Hazardous Materials on the Property; (ii) latent defects in the Property; or (iii) the acts or omissions of Seller.

4.2. Title Review

(a) Preliminary Report; Buyer's Title Notice. No later than the Document Delivery Date, Seller shall cause Escrow Holder to prepare and deliver to both Buyer and Seller a preliminary title report covering the Property, and legible copies of all documents referred to therein (collectively, the "**Preliminary Report**"). Buyer shall have thirty (30) days following the Document Delivery Date ("**Initial Title Review Date**"), to give Seller written notice ("**Buyer Title Notice**") of Buyer's approval or disapproval of each and every item or exception set forth in the Preliminary Report. Notwithstanding the foregoing, Buyer hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent real

estate taxes and supplemental taxes) and Seller agrees to cause all such liens to be eliminated, at Seller's sole cost, on or prior to the Close of Escrow. Buyer's failure to give the Buyer's Title Notice by the Initial Title Review Date shall be deemed to be Buyer's disapproval of title to the Property.

(b) **Seller's Title Notice.** In the event that the Buyer's Title Notice specifically disapproves any exception, Seller shall have until 5:00 p.m. Pacific Time on the tenth (10th) day following the Initial Title Review Date ("**Seller's Title Response Date**") to give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller is willing to remove. If Seller's Title Notice refuses to remove all of the items disapproved by Buyer, Buyer shall have until 5:00 p.m. Pacific Time on the tenth (10th) day following Seller's Title Response Date to give Seller written notice ("**Buyer's Title Waiver Notice**") that Buyer waives its prior disapproval with respect to all items which Seller has refused (or is deemed to have refused) to remove. If Seller has not received Buyer's Title Waiver Notice by 5:00 p.m. Pacific Time on the last date for Buyer to give Buyer's Title Waiver Notice under this Section 4.2, this Agreement shall terminate, the Initial Deposit together with all interest earned thereon shall be returned to Buyer, and the Parties shall have no further obligations to each other. Seller shall have until the Close of Escrow to remove those exceptions which Seller agrees to remove.

(c) **Permitted Exceptions.** Those exceptions which Buyer approves pursuant to this section, the documents which are to be recorded pursuant to the terms of this Agreement and any other exceptions approved by Buyer are called the "**Permitted Exceptions**."

5. CONDITIONS TO CLOSE OF ESCROW

5.1. **Buyer's Conditions.** Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 5.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller. If any of such conditions are not satisfied or waived by Buyer by the date for satisfaction, then Buyer shall have the right to terminate this Agreement and receive back the Deposit, together with all interest earned thereon, by giving written notice to Seller, in which case the Parties shall have no further obligation to each other.

(a) **Feasibility Review.** Buyer having approved the results of its Feasibility Review pursuant to Section 4.1.

(b) **Title Review.** Buyer having approved the results of its review of title pursuant to Section 4.2.

(c) **Buyer's Title Policy.** The Title Company shall be irrevocably committed to issue at the Close of Escrow a CLTA Owner's Coverage policy of title insurance, with liability in the amount of the Purchase Price insuring fee simple title in Buyer to the Property, subject only to: (a) the Permitted Exceptions; and (b) the printed exceptions and exclusions common to CLTA policies, including a CLTA 101.4 Mechanic's Lien Endorsement and such other endorsements as may be reasonably requested by Buyer ("**Buyer's Title Policy**"). Notwithstanding the foregoing, at Buyer's election, the Buyer's Title Policy shall be an ALTA

Extended Coverage Owner's policy, so long as Buyer furnishes any ALTA Survey required by Escrow Holder as set forth below (or, at Buyer's election, agrees to accept the survey exception required by the title insurer).

(d) Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

(e) Representations and Warranties. The representations and warranties of Seller set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

(f) Bankruptcy; No Liens. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien or levy shall have attached to or been issued with respect to Seller's interest in the Property or any portion thereof.

(g) Delivery of Other Documents. Duly executed, and where applicable, acknowledged, original counterparts of the General Assignment and other required shall have been delivered into Escrow.

(h) No Material Change. No adverse material change to the physical condition of the Property shall have occurred subsequent to the delivery of the Buyer's Approval Notice and prior to the Close of Escrow.

5.2. Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 5.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer. If any of such conditions are not satisfied or waived by Seller by the date for satisfaction, then Seller shall have the right to terminate this Agreement by giving written notice to Buyer, whereupon the Parties shall have no other obligation to each other.

(a) Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

(b) Representations and Warranties. The representations of Buyer set forth in Article 7 being true and accurate on the Closing Date, as if made on such date.

(c) Closing Payment. Buyer's delivery of the Closing Payment to Escrow.

(d) Buyer Bankruptcy. No action or proceeding shall have been commenced by or against Buyer under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien or levy shall have attached to or been issued with respect to Buyer's assets.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on each and every one of the representations and warranties made by Seller in this Article 6. Warranties or representations of Seller modified by a phrase such as "to the best knowledge" shall mean that the warranty or representation is given to the extent the subject matter is within the actual present knowledge of Seller and the agents of Seller who participated in the management of the Property. The representations made by Seller in this Article 6 shall be deemed to be restated by Seller immediately prior to the Close of Escrow. Seller hereby represents and warrants to Buyer that:

6.1. Owner/Authority. Seller has been duly organized and is validly existing as a California limited liability company, in good standing and fully qualified to do business in the State of California. Seller is the owner of the Property. Seller has the right, power, capacity and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of Seller have the right, power, capacity and authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any other agreement or document to which Seller is a party or to which Seller is bound.

6.2. Title to the Property. Seller has good and marketable title to the Property, subject to the Permitted Exceptions. There are no outstanding rights of first refusal, rights of reverter or options relating to the Property or any interest therein, or leases, licenses, easements, rights of surface entry or other agreements relating to or granting any right to use or possess all or any portion of the Property, except as set forth in the Preliminary Report. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein.

6.3. No Default. Seller is not in default under, and no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any contract, transaction, agreement, covenant, condition, restriction, easement, encumbrance or instrument pertaining to the Property.

6.4. No Condemnation. There are no pending or, to the best knowledge of Seller, any threatened (and unresolved) condemnation proceedings affecting the Property, and, to the best knowledge of Seller, no such proceeding is contemplated by any governmental authority. Seller has received no written notice of any such proceedings.

6.5. No Parties in Possession. There are no parties in possession of any portion of the Property, as lessees, tenants at sufferance or trespassers.

6.6. Taxes. Except as shown in the Preliminary Report, there are no presently pending or, to Seller's knowledge, contemplated special taxes or assessments which will affect the Property.

6.7. Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or, to Seller's knowledge, threatened against the Property or Seller.

6.8. Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report, and those matters which are disclosed by the Survey, if any.

6.9. Hazardous Materials. To the best of Seller's knowledge, no Hazardous Materials or underground storage tanks are on, in or under the Property, and no Hazardous Materials are or have been stored on the Property by Seller, nor to Seller's current actual knowledge have any such Hazardous Materials been stored on the Property by any other person or entity. For purposes of this Agreement, the term "**Hazardous Materials**" shall mean any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to State or federal law, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; the Clean Water Act, 33 U.S.C. Section 1251, et. seq.; and the California Hazardous Waste Control Act, Health & Safety Code Section 21500, et. seq.

6.10. No Consent. No consent from or notice to any federal, state or local court or federal, state or local government bureau, department, commission or agency, or any other person or entity whether or not governmental in character, is required to permit Seller to execute, deliver and perform this Agreement in accordance with its terms, other than consents which have been obtained or will be obtained by Closing.

6.11. Moratoriums. Except as disclosed in writing to Buyer to the knowledge of Seller, the Property is not subject to any moratorium or referendum which materially and adversely affects the Property, and there are no initiatives proposed or other organized opposition to development of the Property.

6.12. Liens. All parties that have provided any labor, materials, or services in connection with the Property or the development of the Property have been paid all amounts that are due to them to and including the Close of Escrow.

6.13. Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 6 nor elsewhere in this Agreement contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in this Agreement not misleading.

7. **BUYERS' REPRESENTATIONS AND WARRANTIES**

Buyer acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on each and every one of the representations and warranties made by Buyer in this Article 7. The representations made by Buyer in Article 7 shall likewise be deemed to be restated by Buyer immediately prior to the Close of Escrow. Buyer hereby represents and warrants to Seller that:

7.1. Organization. Buyer has been duly organized and is validly existing as a California municipal corporation.

7.2. Authority. Buyer has the right, power, capacity and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of Buyer have the right, power and authority to do so. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting Parties generally.

7.3. No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION

8.1. Survival of Warranties. Buyer and Seller agree that each representation and warranty in Articles 6 and 7, respectively, shall be true at Closing as well as of the Effective Date, shall not merge with the delivery to Buyer of the Grant Deed, and shall survive the Closing Date for one (1) year.

8.2. Notice of Changed Circumstances. If prior to the Closing Date either Party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such Party, then it shall immediately give written notice of such fact or circumstance to the other Party. If the inaccuracy is material, then the Party in whose favor the representation or warranty runs (the “**Benefited Party**”) shall have the right to terminate this Agreement within ten (10) calendar days of learning of such inaccuracy by giving notice to the other Party (the “**Representing Party**”). Failure of the Benefited Party to terminate this Agreement within such ten (10) day period shall be deemed a waiver of the right to terminate and shall amend the applicable representation or warranty. If the Benefited Party does terminate this Agreement, the Deposit shall be returned, and the Parties shall have no further obligation to each other.

8.3. Indemnification. Seller’s obligations pursuant to this Section 8.3 shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel reasonably acceptable to Buyer), protect and hold harmless Buyer, any successors to Buyer’s interest in the Property and their respective directors, officers, employees and agents

from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "Losses"), arising directly or indirectly, in whole or in part, out of the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement.

9. COVENANTS AND AGREEMENTS

The Parties shall comply with the covenants and agreements contained in this Article 9 from the Effective Date through the Closing Date unless otherwise provided below.

9.1. Contracts and Documents. Seller shall not, without Buyer's written approval, (a) amend or waive any right under any agreement or document of any type affecting the Property, or (b) enter into any agreement of any type affecting the Property that would survive the Closing Date.

9.2. No Transfers or Encumbrances. Seller shall not sell, encumber, lease, burden, sever, lien or otherwise transfer or convey any interest in all or any portion of the Property, including without limitation the grant of any easement, license, right or way or any other right to use or possess any portion of the Property, or agree to do so without the written consent of Buyer.

9.3. Reasonable Efforts. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 5.1 that are under the control of Seller to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 6 becoming false or incorrect in any material manner.

9.4. Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller shall not make any material alterations to the Property without Buyer's prior written consent.

10. RESOLUTION OF DISPUTES.

Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement ("Dispute"), shall be resolved in the manner set forth in this Section 10, which shall be in lieu of litigation in any court, and the Parties specifically waive any right to a jury trial of any dispute between them.

10.1. Negotiation. The Parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the Parties who have authority to settle the Dispute (each, a "Representative").

10.2. ARBITRATION OF DISPUTES. In the event the Representatives are not able to resolve the Dispute within thirty (30) days following the date one Party first notifies the other party of the Dispute in writing, the Dispute shall be resolved by binding arbitration before the arbitrator (the “**Arbitrator**”) identified in Section 10.2 below, in accordance with the following provisions:

(a) The Parties stipulate and agree that any and all necessary parties may be joined in the arbitration, but the Parties agree to proceed with arbitration of all Disputes between themselves even if other parties refuse to participate. The Parties specifically waive any objection to arbitration based on the failure or refusal of any other party to be joined.

(b) The arbitration shall be initiated by written notice (the “**Arbitration Notice**”) of a demand to arbitrate by registered or certified mail sent by one party to the other party or parties. The Arbitration Notice shall include a plain statement of the Dispute and the relief requested. It shall attach the documents the Party demanding arbitration relies upon and a detailed statement of the expected testimony of witnesses, including expert witnesses. Within thirty (30) days of receipt of the demand for arbitration, each responding Party or parties shall provide its own plain statement of the Dispute, together with documents such Party intends to rely upon and the expected testimony of witnesses, including expert witnesses. Seller and Buyer shall each advance one-half of the Arbitrator’s fee, as fixed and required by the Arbitrator in order to initiate the arbitration, although the Parties shall ultimately bear responsibility for such fee as determined by the Arbitrator.

(c) The Parties shall attempt to agree on a retired judge to be the Arbitrator. If they are unable to agree, the Parties shall simultaneously exchange the names of three available retired judges and a judge appearing on both lists shall be selected. If there is no common available Arbitrator and the Parties still cannot agree on an Arbitrator, the parties shall submit further lists until one is selected. If the Parties have not selected the Arbitrator within fifteen (15) days following the responding party’s statement of its position, the presiding judge of the Superior Court of California in and for the County of California shall appoint the Arbitrator. The Arbitrator so selected shall be notified immediately and a date for the arbitration shall be set. The Dispute shall be resolved by binding arbitration under the American Arbitration Association’s (“**AAA**”) Commercial Arbitration Rules then in effect, as supplemented by this Section 10

(d) The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues.

(e) Prior to the arbitration, the Parties shall be allowed the following limited discovery: each Party shall be entitled to receive relevant documents and to take one fact witness deposition. Each Party shall be entitled to take the depositions of all the opposing Party’s experts. Any further discovery shall only be allowed by order of the Arbitrator upon a showing that it is critical to the presentation of a Party’s claims or defenses. All discovery shall be completed fifteen (15) days prior to the arbitration.

(f) The arbitration shall be completed in no more than five (5) full consecutive days. Each Party shall have two (2) days to present its position using documentary or live witness evidence. Declarations of witnesses may be submitted in lieu of live witness testimony, provided the declarations have been produced with the Arbitration Notice or the response thereto, or as soon thereafter as practicable. One (1) day shall be reserved for argument or the taking of such further evidence as the Arbitrator may require.

(g) The Arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, reformation, cancellation, accounting and compensatory damages, except only that punitive damages shall not be awarded. The Arbitrator shall issue a binding decision within thirty (30) days of the conclusion of the arbitration. The Arbitrator's interpretations of California law or applicable federal law shall form the basis of the decision. The Arbitrator's decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California law. The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the California courts pursuant to the provisions of this Section 10.2.

(h) The Arbitrator shall award reasonable attorneys' fees and costs, including the Arbitrator's fees and expert fees, to the **"Prevailing Party."** For purposes of this section, the **"Prevailing Party"** shall be the Party which obtains a net monetary recovery, exclusive of attorneys' fees and costs UNLESS the net monetary recovery is equal to or less than the amount of a written offer from the opposing Party made after the negotiations described in Section 10.1. The Arbitrator shall have exclusive and binding authority to determine entitlement to attorneys' fees and costs, including Arbitrator's and experts' fees, under this section

(i) The arbitration shall be conducted in Sacramento, California. Any Party may be represented by counsel or other authorized representative.

(j) The Arbitrator shall be a retired judge of the Superior Court, Appellate Court or Supreme Court of the State of California.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE. 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.

Buyer’s initials _____ Seller’s Initials _____

11. GENERAL

11.1. Brokers; Commissions. Except for Cornish & Carey (“**Broker**”) who represents both Buyer and Seller and who shall be paid a commission equal to five percent (5%) of the sales price, each Party represents to the other that the representing Party has not had any contact or dealings regarding the subject matter of this transaction through any other licensed real estate broker or other person who can claim a commission or finder’s fee as a procuring cause of the sale contemplated herein, The representing Party agrees to defend and indemnify the other Party against any claim for commission or other compensation based upon dealings between the representing Party and the broker or other person making such claim. This indemnification and defense obligation shall survive the Close of Escrow and delivery of Grant Deed or earlier termination of this Agreement.

11.2. Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar nationally recognized, reputable overnight delivery services shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received a return receipt signed by the Party so notified, or has other written evidence of receipt), and upon the second business day after mailing, if mailed to the Party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

SELLER: Stonecreek Industrial, LLC
340 Palladio Parkway, Suite 521
Folsom, CA 95630
Attn: Stephen Hemington
Telephone: (916) 984-1300
Facsimile: (916) 984-1322

BUYER: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Cyrus Abhar
Telephone: (916) 851-8700
Facsimile: (916) 851-8787

Any Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

11.3. Interpretation. The headings and captions of articles and sections used in this Agreement are for convenience only, and this Agreement shall be interpreted without reference to any headings or captions. Similarly, the presence or absence of language in prior drafts of this document shall not be used to interpret any provision hereof. This Agreement has been prepared and revised by attorneys for both Parties, so any rule of law or construction that ambiguities are to be construed against the party responsible shall not apply.

11.4. Attorneys' Fees. In the event either of the Parties shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing Party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the court or Arbitrator, as applicable. Without limiting the generality of the foregoing, the prevailing Party shall be entitled to recover its attorneys' fees and other legal expenses incurred in connection with a bankruptcy or other insolvency-related proceeding of the other Party (and including such fees and expenses incurred in efforts, whether successful or not, to obtain adequate protection, annulment, modification or termination of the automatic stay).

11.5. Integration. This Agreement and the Exhibits hereto contain the entire agreement of the Parties hereto, and supersede any prior written or oral agreements between them concerning the subject matter contained herein, including, without limitation, any letters of intent or letters of interest between the parties. THERE ARE NO REPRESENTATIONS, AGREEMENTS, ARRANGEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER WHICH ARE NOT FULLY EXPRESSED HEREIN.

11.6. Additional Documents. From time to time prior to and after the Close of Escrow, each Party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

11.7. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each Party hereunder shall be construed as dependent upon and given in consideration of those of the other Party and shall survive the Closing and delivery of the Grant Deed for a period of one (1) year.

11.8. Risk of Loss; Possession. Risk of loss with respect to the Property shall remain with Seller until the Closing of Escrow Possession of the Property and the risk of loss with respect to the Property shall pass to Buyer at the Close of Escrow; provided, however, Seller may remove any improvements or fixtures situated on the Property prior to the Close of Escrow.

11.9. Damage and Condemnation. In the event that a substantial portion of the Property shall be taken in condemnation or under the right of eminent domain after the Effective Date, or in the event that a substantial portion of the Property is damaged or destroyed after the

Effective Date, Buyer may either: (a) terminate this Agreement, in which case the Deposit and any other funds deposited by Buyer shall be refunded to Buyer; or (b) proceed to close this transaction, in which case Buyer shall be entitled to and Seller shall assign to Buyer the entire portion of the award and/or insurance proceeds which are attributable to the Property acquired by Buyer. For purposes of this Agreement, condemnation or damage or destruction shall be deemed to affect a "substantial" portion of the Property if the same would reduce the usable area of the Property by more than ten percent (10%). Dedications required in connection with a subdivision map, development agreement, use permit or other land use entitlement shall not be considered to be a taking or a threatened taking.

11.10. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document. Signatures transmitted by facsimile shall be binding; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other Parties. If a facsimile signature is used for purposes of executing this Agreement, then the Party executing by facsimile shall also promptly send an original signature to Escrow Holder at the address specified in Section 1.5.

11.11. Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the Party against whom the addition or modification is sought to be enforced. The Party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another Party unless made in writing and signed by the waiving Party.

11.12. Invalidity of Provision. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.13. References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition fails upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.15. Time. Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

11.16. Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than five (5) business days prior to the Closing Date.

11.17. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any Party hereto or give any third person any right of subrogation or action over against any Party to this Agreement.

11.18. List of Exhibits. The following exhibits are a part of this Agreement:

Exhibit A	Legal Description (Real Property)
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This Agreement is executed by the Parties and entered into as of the date set forth below:

DATED: _____

SELLER

STONECREEK INDUSTRIAL, LLC, a
California limited liability company

By: _____

Name: _____

Title: _____

BUYER:

CITY OF RANCHO CORDOVA, a California
municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ACCEPTANCE BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that on _____, 2013, the undersigned received a fully executed duplicate original (with Sections 3.9(d) and 10 initialed by both parties) of the foregoing Agreement of Purchase and Sale by and between Stonecreek Industrial, LLC, as Seller, and The City of Rancho Cordova, or its assignees, as Buyer. Subject to Escrow Holder's receipt of acceptable supplemental escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement, and to comply with these instructions. Escrow Holder has assigned Escrow No. _____ to this transaction for that purpose.

STEWART TITLE COMPANY

By: _____

Date: _____

EFFECTIVE DATE: _____

EXHIBIT A
LEGAL DESCRIPTION
(REAL PROPERTY)

[To be provided by title company]

MEMORANDUM

DATE: January 21, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Director of Public Works and Mark Thomas, Senior Engineer



SUBJECT: RANCHO CORDOVAN SERVICE PROVIDER RECOMMENDATION

RECOMMENDATION

Continue providing Rancho CordoVan services through the existing City of Rancho Cordova Transit Operations & Maintenance Agreement with Sacramento Regional Transit and direct staff to amend the existing contract.

RESULT OF RECOMMENDED ACTION

Sacramento Regional Transit would continue to provide Rancho Cordovan services to the City. The City would revise the contract to guarantee provision of services under the contract rates proposed in 2009, and would assure that any service expansion would be provided at the same rates.

BACKGROUND

Rancho CordoVan Service was initiated in 2009 through a CMAQ grant provided by SACOG. At the end of a successful demonstration period, service was expanded to the Anatolia community. CordoVan funding is currently provided through Transit Related Services Tax from Capital Village, the Villages of Zinfandel and Anatolia.

At the direction of City Council, a Request for Proposals for Cordovan Service was conducted to determine if we could improve quality and reduce costs for the service. The RFP was released in early November of 2013 and three proposals were received from MV Transit, Sacramento RT and Capital Transit.

The proposals were reviewed and rated by an RFP review team consisting of transit service managers from Roseville and Elk Grove along with representatives from SACOG, City staff and our transit Consultant. This team also interviewed the candidates.

Capital Transit is a local company that provides on-call rides to the VA in Palo Alto and Rancho Cordova and also serves the Department of Health Services in Northern California. While the review team was impressed with Capital Transit's proposal, their lack of experience with commuter fixed-route service eliminated them from further consideration.

Both MV Transit and Sacramento RT built very strong proposals. They were interviewed in December, and while RT's overall rating was slightly higher, it was determined that either proposer would provide good service to the City.

The review team then began discussing the exiting services contract with RT and noted that the costs in the current contract are 10 to 20% less than either proposed service costs. Ultimately, the team determined that the existing contract is the best deal for the City and recommended that City staff contact RT to see if they would continue to provide services under that agreement.

RT's Chief Operating Officer has agreed to honor the remaining 5 years of the contract and apply the cost rates in the current contract to any expanded services during the remaining 5 year period. *It should also be noted that the contract will maintain the current termination clauses in the contract, requiring a 60 day notice.*

Our next step would be to memorialize that agreement in a contract modification and return to City Council for approval in February of 2014.