



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

Monday, April 07, 2014

4:00 PM – Special Meeting/Work Session

5:30 PM – Regular Meeting

Followed by Special Meeting/Work Session
and Special Meeting/Closed Session

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**

Monday, April 07, 2014

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

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

Followed by Special Meeting/Work Session - American River Community Room North

Followed by Special Meeting/Closed Session - Community Board Room

AGENDA

1. SPECIAL MEETING/WORK SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING/WORK SESSION ITEM

- 3.1 City Council Discussion Regarding Proposed Amendments to Rancho Cordova Municipal Code Sections on Smoking to Include Smoking Prohibitions for Outdoor Public Areas; Regulation of Hookah Bars and Smoking Lounges; and Tobacco Sales and Licenses.

Recommendation: Discuss the draft ordinance amending smoking regulations within the City's Municipal Code, and direct staff on whether to proceed with the item at a future meeting and whether any changes are necessary.

Result of Recommended Action: If directed to do so by City Council, staff will make amendments to the draft ordinance and present it at a subsequent meeting for discussion and possible adoption.

Staff Report: Adam Lindgren, City Attorney and Kate Cook, Associate City Attorney.

Advances Goals: 1,2.

4. ADJOURNMENT

Vice Mayor McGarvey will adjourn the special meeting to the regular meeting in the David B. Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

The Reverend David McFarland from New Life Center will give the invocation.

9. PRESENTATIONS

- 9.1 Presentation of Proclamation to Cub Scout Pack 281 in Honor of Creek Week Volunteers.
- 9.2 Presentation of Proclamation to Erin Kilbane and Terrence McNamara from C.C. Myers, Inc. for Spanish Creek Bridge Project Winning a National Award.
- 9.3 Business of Distinction Award Presented to Koreana Plaza.
- 9.4 Bike Friendly Corridor Initiative Presentation by Rebecca Garrison, Executive Director of the 50 Corridor TMA.
- 9.5 Introduction of New City Employee, Amanda Norton, Economic Development Manager Given by Curt Haven, Economic Development Director.

10. PUBLIC COMMENT

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

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

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of March 17, 2014 Special Meeting, March 17, 2014 Regular Meeting, March 25, 2014 Special Meeting, and March 28, 2014 Special Meeting.
Recommendation: Adopt Minutes.
- 12.2 **Subject:** Resolution Authorizing the City Manager to Execute a Three Year Contract with Coastline Water Resources, Inc. for Storm Drain Maintenance Services in the Amount of \$1,718,700.
Recommendation: Adopt Resolution No. 22-2014.
Result of Recommended Action: Adoption of this resolution will allow the City to contract with Coastline Water Resources, Inc. to provide ongoing storm drain maintenance services for pipes, manholes, culverts, creeks, ditches, and other related services, including emergency and after-hours calls for response.
Staff Report: Dana Grossi, Management Technician; Britton Snipes, Senior Civil Engineer; and Cyrus Abhar, Public Works Director.
Advances Goals: 1, 2, 5.
- 12.3 **Subject:** Resolution Authorizing the City Manager to Execute a Three Year Contract with County of Sacramento Consolidated Utilities Billing and Service in the Amount of \$401,122 to Provide Billing and Collection Services for the Storm Water Utility Fee.
Recommendation: Adopt Resolution No. 23-2014.
Result of Recommended Action: Adoption of this resolution will allow the City to contract with County of Sacramento Consolidated Utilities Billing and Service to provide billing and collection of the storm water utility fee that is charged to single-family residents, multi-family, and commercial developments.
Staff Report: Dana Grossi, Management Technician; Britton Snipes, Senior Civil Engineer; and Cyrus Abhar, Public Works Director.
Advances Goal: 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

14. PUBLIC HEARING ITEMS

NONE.

15. REGULAR CALENDAR ITEMS

- 15.1 **Subject:** Consideration of An Ordinance of the Rancho Cordova City Council Amending Chapter 6.84 of the Rancho Cordova Municipal Code, Titled Indoor Air and Health Protection, to Include Indoor Prohibitions on Operating Electronic Cigarettes and Using Electronic Smoking Devices Wherever Tobacco Smoking is Prohibited, and Amending Chapter 6.86 of the Municipal Code to Include Electronic Cigarettes and Electronic Smoking Devices in the Definition of Tobacco Products.
Recommendation: Introduce and read by title only Ordinance No.9-2014.
Result of Recommended Action: Ordinance No. 9-2014 will come back for a second reading at the April 21, 2014 City Council Meeting.
Staff Report: Kate Cook, Associate City Attorney and Adam Lindgren, City Attorney.
Advances Goals: 1, 2.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

18. ADJOURNMENT OF REGULAR MEETING

Vice Mayor McGarvey will adjourn the regular meeting to the special meeting in the American River Community Room North.

19. SPECIAL MEETING/WORK SESSION - CALL TO ORDER /ROLL CALL

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

20. PUBLIC COMMENT

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

21. SPECIAL MEETING/WORK SESSION ITEM

- 21.1 Arista del Sol Tentative Subdivision Map and Grant Line 208 Tentative Subdivision Map.
Recommendation: This work session will provide the City Council with an overview of the collaborative efforts of staff in evaluating proposed amendments to the Arista del Sol Tentative Subdivision Map and Grant Line 208 Tentative Subdivision Map. Staff will be seeking specific direction on a few design items in order to complete processing of the proposed subdivision maps.
Result of Recommended Action: Upon receipt of direction on the specific discussion topics, the applicant will prepare exhibits and staff will prepare documents necessary for scheduling the projects for City Council action. The approved subdivision maps will shape the community to be developed in the future on the eastern side of the new growth area of the City.

Staff Report: Jessica Jordan, Senior Planning and Albert Stricker, Senior Civil Engineer.

Advances Goals: 1, 2.

22. ADJOURNMENT

Vice Mayor McGarvey will adjourn the special meeting to the closed session in the Community Board Room.

23. SPECIAL MEETING/CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

24. PUBLIC COMMENT

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

25. SPECIAL MEETING/CLOSED SESSION

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

CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representative: Adam Lindgren
Unrepresented employee: City Manager
Pursuant to Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to Government Code Section 54957

26. OPEN SESSION

26.1 Appointment of Labor Negotiators.

Recommendation: Appoint Labor Negotiators.

Result of Recommended Action: This action will designate representatives authorized to negotiate salary and fringe benefits for the position of City Manager.

27. 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>Wednesday, April 9, 2014</i>	<i>City Council Special Meeting (5:30 PM) Topic: Joint Work Session with the Cordova Recreation and Park District Board of Directors</i>
<i>Tuesday, April 15, 2014</i>	<i>CANCELLED: City Council Special Meeting/Work Session (5:30 PM)</i>
<i>Monday, April 21, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, April 29, 2014</i>	<i>City Council Special Meeting/Closed Session (5:30 PM)</i>
<i>Monday, May 5, 2014</i>	<i>CANCELLED: City Council Regular Meeting (5:30 PM)</i>
<i>Monday, May 12, 2014</i>	<i>City Council Special Meeting/Closed Session (8:00 AM)</i>
<i>Monday, May 19, 2014</i>	<i>City Council Special Meeting (10:30 AM) and Regular Meeting (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 Monday, April 07, 2014 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, April 3, 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.cityofranchocordova.org.

Signed Thursday, April 3, 2014 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: April 7, 2014 (Study Session: Continued from March 3, 2014)

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney
Kate Cook, Associate City Attorney

SUBJECT: **CITY COUNCIL DISCUSSION REGARDING PROPOSED AMENDMENTS TO RANCHO CORDOVA MUNICIPAL CODE SECTIONS ON SMOKING TO INCLUDE SMOKING PROHIBITIONS FOR OUTDOOR PUBLIC AREAS; REGULATION OF HOOKAH BARS AND SMOKING LOUNGES; AND TOBACCO SALES AND LICENSES**

RECOMMENDATIONS

Discuss the draft ordinance amending smoking regulations within the City's Municipal Code, and direct staff on whether to proceed with the item at a future meeting and whether any changes are necessary.

RESULT OF RECOMMENDED ACTION

If directed to do so by City Council, staff will make amendments to the draft ordinance and present it at a subsequent meeting for discussion and possible adoption.

BACKGROUND

This study session was continued from March 3, 2014. On March 3, Council directed staff to amend the Municipal Code so that electronic cigarettes are treated like traditional cigarettes. During tonight's *regular* Council meeting, Council will consider an ordinance that makes that change to the Municipal Code. This study session discussion is intended to cover additional issues related to smoking; it may lead to more Municipal Code amendments. Such amendments would be made through a comprehensive ordinance that rewrites the City's Municipal Code sections on smoking to cover issues such as electronic cigarettes, outdoor smoking regulations, and smoking on multi-family properties.

Several Councilmembers, including Councilmember Terry, requested that the City Attorney's office create a draft ordinance incorporating electronic cigarettes into the City's Municipal Code regulations on smoking and tobacco sales to minors. Upon review, the City Attorney's office determined that the City's Municipal Code (which was based on the Sacramento County Code) was outdated and did not reflect current laws and regulations on smoking. The attached draft ordinance therefore is a comprehensive rewrite of Chapter 6.84 of the Rancho Cordova Municipal Code (RCMC). It also amends various other

sections of the RCMC to include electronic cigarettes into definitions where necessary (such as with Title 4 on tobacco sales licenses and Title 23 related to land uses).

The attached draft ordinance represents a “middle-of-the-road” approach to this issue. It is not as stringent as some cities’ ordinances (banning smoking within apartment units, banning it in all outdoor public areas, etc.), but does treat electronic cigarettes like conventional cigarettes, prohibits smoking at outdoor bar and restaurant areas where food and drinks are consumed as well as at public gatherings like farmers’ markets and fairs. It is roughly based on ordinances from Petaluma and Davis.

The draft ordinance addresses the following issues:

- (1) Regulation of electronic cigarettes (treating them like conventional cigarettes);
- (2) Regulation/prohibition of smoking in public outdoor areas, such as areas where food and drinks are served, retail areas, parks, recreation areas, places where the public is awaiting service (ATMs, ticket lines);
- (3) Regulation/prohibition of smoking in indoor common areas at multi-family residential properties;
- (4) Enforcement abilities;
- (5) General amendments to reflect changes in the law; and
- (6) Amendments to the definition sections related to tobacco retailers (within Title 4 of the RCMC regarding “Business Regulation”) and smoke shops (within Title 23 of the RCMC, the “Zoning Code”) to include electronic cigarettes and related products within such definitions where necessary. This will make it clear that such products are treated the same as traditional tobacco and cigarette products throughout the RCMC.

ANALYSIS

Overview of the law:

Laws related to smoking, secondhand smoke, and tobacco in California are in numerous statutes, including the Labor Code, the Government Code, the Health and Safety Code, the Education Code, the Penal Code, and the United States Code.

It is illegal in California to smoke on school campuses, in government buildings, at daycare facilities, within 25 feet of playgrounds, and in health facilities.

It is also illegal in California to smoke in any enclosed place of employment. There are exceptions to this rule, including: Up to 65% of hotel/motel guest rooms; up to 25 or 50% (depending on the total square footage) of hotel/motel lobbies; meeting and banquet rooms in hotels, except when food is present; retail tobacco shops and private smoking lounges within a shop; employee break rooms meeting strict design standards; and small businesses with five or fewer employees, and when the smoking area is not accessible to minors, all employees have consented to allow smoking, and certain ventilation and exhaust standards are met.

Local smoking regulations:

Cities have the authority to enact local regulations that are more stringent than state law on secondhand smoke. Local regulations on smoking are intended to address both the health impacts of the activity to nonsmokers and the undesired impacts (odor, irritants) of smoking. Such ordinances are within the authority of a city to pass laws to protect the public health

and welfare, as well as a city's authority to regulate public nuisances. The United States Surgeon General has declared that there is no safe level of exposure to secondhand smoke.

Outdoor smoking regulations:

Many cities prohibit smoking in outdoor areas of restaurants, at city parks, and at all places of employment. According to the American Lung Association, 73 municipalities in California prohibit smoking in all outdoor dining areas, 113 restrict smoking at public events, and 45 restrict smoking on sidewalks in commercial areas.¹ Cities with total bans on smoking in outdoor dining areas include Oakland, Union City, Berkeley, Malibu, Pasadena, Santa Monica, Morro Bay, Healdsburg, and San Jose.

Multifamily smoking regulations:

Other cities have enacted strict regulations on smoking at multifamily residential properties, including banning smoking within individual units and patios, and at outdoor common areas such as pools and playgrounds. Some cities even require specific language on smoking within private lease agreements and then make violators liable to other tenants and the landlord for violations. State law only prohibits smoking in indoor common areas of multifamily properties, such as hallways and laundry rooms (because these are considered "places of employment").

The position of the Rental Housing Association of Sacramento Valley, a local chapter of the California Apartment Association, is that owners and managers of multifamily housing properties should be free to set smoking policies based on market forces. The organization would not support a ban on smoking within individual dwelling units or in outdoor common areas, but has expressed an interest in discussing a general Council policy discouraging smoking in outdoor common areas on multifamily properties (such as pools, playgrounds, and courtyards). The draft ordinance does not address smoking within individual units of multifamily properties and does not ban smoking in outdoor common areas.

The City Attorney's Office reached out to the Rancho Cordova Chamber of Commerce for feedback on these issues as well. A Chamber subcommittee is reviewing the issues.

Subject areas for discussion and feedback:

The draft ordinance would create more stringent local smoking regulations in the City and remove outdated portions of the code. Council previously gave direction on electronic cigarettes. Staff now seeks City Council feedback on these proposed changes:

- (1) Prohibiting smoking at *unenclosed* public areas (in Section 6.84.030(A)(23) of the draft ordinance) such as:
 - Public fairs, festivals and farmers' markets
 - Seating areas provided by eating establishments and bars
 - Public plazas, parks, recreation areas, children's play areas and gardens
- (2) Prohibiting smoking in indoor and outdoor "common areas" at multifamily housing properties (such as hallways, laundry areas, courtyards, community rooms,

¹ American Lung Association, *List of Municipalities that Restrict Smoking in Outdoor Dining Areas March 2014*; and *State of Tobacco Control 2014*.

playgrounds, pools, etc.). Input from the Rental Housing Association of Sacramento Valley indicates that the Association would not support a ban on smoking in outdoor “common areas” on multifamily properties. Some cities do ban smoking in such areas. The draft Ordinance only bans smoking in indoor common areas.

- (3) Requiring owners or managers of multifamily properties to disclose to applicants their policies on smoking and which units are nonsmoking (in Section 6.84.040(C) of the draft ordinance).
- (4) Allowing for the creation of “designated smoking areas” on a portion of a property where smoking is otherwise prohibited.
- (5) Prohibiting E-cigarette, vapor lounges, and/or hookah lounges within the City. There is only a placeholder in the current draft ordinance for this topic. If City Council desires regulations on this use — rather than a prohibition — language would be drafted for the Zoning Code.

The City Clerk and City Attorney have some 300-plus pages of reports and studies related to this topic available to Council and the public upon request.

ATTACHMENTS

- 1. Draft Ordinance 7-2014 on Smoking Regulations.
- 2. Various news articles and information related to the topic.

2260800.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA ORDINANCE NO. 7-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING MUNICIPAL CODE PROVISIONS RELATED TO SMOKING AND ELECTRONIC
CIGARETTES, TOBACCO SALES TO MINORS, TOBACCO RETAILER LICENSES, AND
LAND USES RELATED TO THE SAME, WITH UPDATED CLEAN INDOOR AND OUTDOOR
AIR AND HEALTH PROTECTION REGULATIONS THAT WILL BETTER PROTECT
INDIVIDUALS FROM THE NEGATIVE EFFECTS OF SECOND-HAND SMOKE FROM
CIGARETTES AND ELECTRONIC CIGARETTES**

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

Section 1. Purpose and Declarations.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- Tobacco-related illness is the leading cause of preventable death in the United States, accounting for about 443,000 deaths each year;¹ and
- Scientific studies have concluded that tobacco use can cause chronic lung disease, coronary heart disease and stroke, in addition to cancer of the lungs, larynx, esophagus, and mouth;² and
- Some of the most common types of cancers, including stomach, liver, uterine, cervix, and kidney are related to tobacco use;³ and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;⁴ and
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure;⁵ and

¹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

² US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

³ Leistikow B, Zubair K, Connolly GN, et al. "Male Tobacco Smoke Load and Non-Lung Cancer Mortality Associations in Massachusetts." *BMC Cancer*, 8:341, 2008. Available at: www.biomedcentral.com/1471-2407/8/341.

⁴ US Department of Health and Human Services, Office of the Surgeon General. *How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General*. 2010, p. 9. Report highlights available at: www.surgeongeneral.gov/library/tobaccosmoke/factsheet.html.

⁵ Resolution 06-01, Cal. Air Resources Bd. (2006) at 5. Available at: www.arb.ca.gov/regact/ets2006/res0601.pdf; see also California Environmental Protection Agency, Air Resources Board. *News Release, California Identifies* (footnote continued)

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- The California Environmental Protection Agency included secondhand smoke on the Proposition 65 list of chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm;⁶ and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Secondhand smoke is responsible for as many as 3,000 deaths from lung cancer and 46,000 deaths from heart disease among nonsmokers each year in the United States;⁷ and
- Exposure to secondhand smoke increases the risk of coronary heart disease by approximately thirty percent;⁸ and
- Secondhand smoke exposure causes lower respiratory tract infections, such as pneumonia and bronchitis, in as many as 300,000 children in the United States under the age of 18 months each year, and exacerbates childhood asthma;⁹ and

WHEREAS, tobacco use and exposure to secondhand smoke impose great social and economic costs, as evidenced by the following:

- The total annual economic burden of smoking in the United States is \$193 billion;¹⁰ and
- From 2001-2004, the average annual health care expenditures attributable to smoking were approximately \$96 billion;¹¹ and
- The medical and other costs to nonsmokers due to exposure to secondhand smoke were estimated at over \$10 billion per year in the United States in 2005;¹² and

Secondhand Smoke as a "Toxic Air Contaminant." Jan. 26, 2006. Available at: www.arb.ca.gov/newsrel/nr012606.htm.

⁶ California Environmental Protection Agency, Office of Environmental Health Hazard Assessment. *Chemicals Known to the State to Cause Cancer or Reproductive Toxicity*. 2006, p. 8 & 17. Available at: www.oehha.ca.gov/prop65/prop65_list/files/P65single081106.pdf.

⁷ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

⁸ Barnoya J and Glantz S. "Cardiovascular Effects of Secondhand Smoke: Nearly as Large as Smoking." *Circulation*, 111: 2684-2698, 2005. Available at: www.circ.ahajournals.org/cgi/content/full/111/20/2684.

⁹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

¹⁰ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Fact Sheet – Economic Facts about U.S. Tobacco Production and Use*. Available at: www.cdc.gov/tobacco/data_statistics/fact_sheets/economics/econ_facts/index.htm#costs (last updated March 9, 2011).

¹¹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Fact Sheet – Economic Facts about U.S. Tobacco Production and Use*, www.cdc.gov/tobacco/data_statistics/fact_sheets/economics/econ_facts/index.htm#costs (last updated March 9, 2011).

¹² Behan DF, Eriksen MP and Lin, Y. *Economic Effects of Environmental Tobacco Smoke*. Schaumburg, IL: (footnote continued)

ATTACHMENT 1

- California's Tobacco Control Program saved the state and its residents \$86 billion in health care expenditures between the year of its inception, 1989, and 2004, with savings growing yearly;¹³ and
- Indoor smoking bans have been attributed with reductions in calls for ambulances and reductions in deaths attributed to heart attacks;¹⁴ and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke does occur at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on the direction and amount of wind and number and proximity of smokers;¹⁵ and
- Irritation from secondhand smoke begins at levels as low as 4 micrograms per cubic meter, and in some outdoor situations this level can be found as far away as 13 feet from the burning cigarette;¹⁶ and
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times as compared to background levels, with maximum levels reaching the "hazardous" range on the US EPA's Air Quality Index;¹⁷ and

Society of Actuaries, 2005, p. 2. Available at: [www.soa.org/files/pdf/ETSReportFinalDraft\(Final%203\).pdf](http://www.soa.org/files/pdf/ETSReportFinalDraft(Final%203).pdf); see also US Department of Health and Human Services, Centers for Disease Control and Prevention. *Fact Sheet – Fast Facts*, www.cdc.gov/tobacco/data_statistics/fact_sheets/fast_facts/index.htm (last updated March 9, 2011).

¹³ Lightwood JM, Dinno A and Glantz SA. "Effect of the California Tobacco Control Program on Personal Health Care Expenditures." *PLoS Med*, 5(8): e178, 2008. Available at: www.plosmedicine.org/article/info:doi/10.1371/journal.pmed.0050178.

¹⁴ Franklin D. *Smoking Ban Tilts Odds Against Ambulance Calls from Casinos*. Available at: <http://www.npr.org/blogs/health/2013/08/05/209149956/smoking-ban-in-casinos-linked-to-fewer-caller-for-ambulances>; Shute N. *After Smoking Is Banned, Heart Attacks Drop*. Available at <http://www.npr.org/blogs/health/2012/10/29/163889012/after-smoking-is-banned-heart-attacks-drop>.

¹⁵ Klepeis NE, Ott WR, and Switzer P. *Real-Time Monitoring of Outdoor Environmental Tobacco Smoke Concentrations: A Pilot Study*. San Francisco: University of California, San Francisco and Stanford University, 2004, p. 80, 87. Available at: http://exposurescience.org/pub/reports/Outdoor_ETS_Final.pdf; see also Klepeis NE, Ott WR and Switzer P. "Real-Time Measurement of Outdoor Tobacco Smoke Particles." *Journal of the Air & Waste Management Association*, 57: 522-534, 2007. Available at: www.ashaust.org.au/pdfs/OutdoorSHS0705.pdf.

¹⁶ Junker MH, Danuser B, Monn C, et al. "Acute Sensory Responses of Nonsmokers at Very Low Environmental Tobacco Smoke Concentrations in Controlled Laboratory Settings." *Environmental Health Perspectives*, 109(10):1045-1052, p. 1049-51, 2001. Available at: www.pubmedcentral.nih.gov/picrender.fcgi?artid=1242082&blobtype=pdf; Repace JL. "Benefits Ordinance No. of Smoke-Free Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles." *William Mitchell Law Review*, 34(4): 1621-1638, p. 1626, 2008. Available at: www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf.

¹⁷ Kaufman P, Zhang, B, Bondy S, et al. "Not just 'a few wisps': real-time measurement of tobacco smoke at entrances to office buildings." *Tobacco Control*. Published Online First: 21 December 2010. doi:10.1136/tc.2010.041277. Abstract available at: <http://tobaccocontrol.bmj.com/content/early/2010/12/21/tc.2010.041277.abstract>.

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- To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move nearly 25 feet away from the source of the smoke, about the width of a two-lane road;¹⁸ and

WHEREAS, cigarette butts pose a health threat to young children and are a major and persistent source of litter; and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and medical costs, as evidenced by the following:

- Cities with smoke-free laws see an appreciable reduction in hospital admittances for heart attacks in the months and years after such laws are passed;¹⁹ and
- Smoking bans help people reduce the number of cigarettes they smoke or to quit altogether;²⁰ and
- Strong smoking regulations for restaurants decrease the number of children who transition from experimenting with smoking to becoming actual smokers;²¹ and

WHEREAS, the safety and efficacy of electronic cigarettes is still unknown and electronic cigarettes deliver an unknown mix of potentially carcinogenic and toxic compounds, as evidenced by the following: a) nicotine content labeling is not accurate with some electronic cigarette manufacturers;²² b) nicotine related impurities content in cartridges and refills vary by electronic cigarette manufacturer;²³ and c) the concentrations of some metal and silicate particles in electronic cigarette aerosol were higher than or equal to the levels contained in conventional cigarette smoke;²⁴ and

¹⁸ Repace JL. “Benefits of Smoke-Free Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles.” *William Mitchell Law Review*, 34(4): 1621-1638, p. 1626, 2008. Available at: www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf.

¹⁹ US Department of Health and Human Services, Centers for Disease Control and Prevention. “Reduced Hospitalizations for Acute Myocardial Infarction After Implementation of a Smoke-Free Ordinance – City of Pueblo, Colorado, 2002 – 2006.” *Morbidity and Mortality Weekly Report*, 57(51&52): 1373-1377, 2009. Available at: www.cdc.gov/mmwr/preview/mmwrhtml/mm5751a1.htm; Glantz SA. “Meta-Analysis of the Effects of Smokefree Laws on Acute Myocardial Infarction: An Update.” *Preventive Medicine*, 47(4): 452-453, 2008. Abstract available at: www.ncbi.nlm.nih.gov/pmc/articles/PMC2927851/?tool=pubmed.

²⁰ Neighmond P. “Smoking Bans Help People Quit, Research Shows.” *National Public Radio*, October 25, 2007, www.npr.org/templates/story/story.php?storyId=15610995.

²¹ Siegel M, Albers AB, Cheng DM, et al. “Local Restaurant Smoking Regulations and the Adolescent Smoking Initiation Process: Results of a Multilevel Contextual Analysis Among Massachusetts Youth.” *Archives of Pediatrics and Adolescent Medicine*, 162(5): 477-483, 2008. Available at: <http://archpedi.ama-assn.org/cgi/reprint/162/5/477.pdf>.

²² Trehy ML, Ye W, et al. “Analysis of Electronic Cigarette Cartridges, Refill Solutions, and Smoke for Nicotine and Nicotine Related Impurities.” *Journal of Liquid Chromatography & Related Technologies*, 34:1442–1458, 2011.

²³ *Id.*

²⁴ Williams M, Villarreal A, Bozhilov K, Lin S, Talbot P (2013) Metal and Silicate Particles Including Nanoparticles Are Present in Electronic Cigarette Cartomizer Fluid and Aerosol. *PLoS ONE* 8(3): e57987. doi:10.1371/journal.pone.0057987

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WHEREAS, the U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and bystanders could potentially be exposed,²⁵ suggesting that the same concerns present with secondhand smoke from conventional cigarettes may exist with electronic cigarettes; and

WHEREAS, it is unlawful to sell or furnish electronic cigarettes to minors,²⁶ however minors are still able to obtain access to electronic cigarette products. A national survey revealed that between 2011 and 2012, middle school students who reported ever using electronic cigarettes increased from 1.4% to 2.7% and current use of electronic cigarettes increased from 0.6% to 1.1%.²⁷ The same survey found that high school students who reported ever using electronic cigarettes increased from 4.7% to 10.0% while current use increased from 1.5% to 2.8%; and

WHEREAS, state law prohibits smoking within 25 feet of playgrounds and tot lots and expressly authorizes local communities to enact additional restrictions;²⁸ and state law prohibits smoking within 20 feet of entryways and operable windows of government buildings;²⁹ and

WHEREAS, there is no Constitutional right to smoke;³⁰ and

WHEREAS, it is the intent of the City Council, in enacting this Ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle; and by affirming and promoting a healthy environment in the City.

Section 2. Amendment of Code. Chapter 6.84 of the Rancho Cordova Municipal Code is hereby retitled as the chapter on “Regulation of Smoking and Tobacco Sales.”

Section 3. Amendment of Code. Chapter 6.84 of the Rancho Cordova Municipal Code, to be titled “Regulation of Smoking and Tobacco Sales,” is hereby amended to read as follows:

6.84.010 Findings and Purpose.

The City Council finds as follows:

A. The purpose of this Chapter is to protect the public health and welfare by regulating smoking in public places and places of employment, and to strike a reasonable balance between the desires of persons who smoke and the need of nonsmokers to breathe smoke-free air, as air pollution caused

²⁵ US Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009. Available at:

www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm.

²⁶ Cal. Health & Safety Code § 119405 (West 2013).

²⁷ Centers for Disease Control and Prevention. *Electronic Cigarette Use Among Middle and High School Students—United States, 2011-2012. Morbidity and Mortality Weekly Report*. September 6, 2013 (survey results are available at http://www.cdc.gov/tobacco/data_statistics/surveys/nyts.)

²⁸ Cal. Health & Safety Code § 104495 (West 2008).

²⁹ Cal. Gov’t Code § 7597 (West 2008).

³⁰ Public Health Law & Policy, Technical Assistance Legal Center. *There Is No Constitutional Right to Smoke*. 2005. Available at www.phlpnet.org/tobacco-control/products/there-no-constitutional-right-smoke.

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by smoking is an offensive annoyance, irritant, public nuisance, and health hazard. Where these interests are in conflict, the need to breathe smoke-free air shall have priority.

B. Numerous studies have found that tobacco smoke, including secondhand smoke, is a major contributor to indoor air pollution and a significant health hazard and carcinogen to smokers and nonsmokers, and the number of nonsmokers is steadily increasing in this region.

C. Employees subject to prolonged exposure to smoke in the workplace have been found in scientifically conducted studies to experience a loss of job productivity and have been forced to take periodic sick leave due to reactions to secondhand smoke.

D. The U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and bystanders could potentially be exposed, suggesting that the same health and public nuisance concerns present with conventional cigarettes exist with electronic cigarettes.

6.84.020 Definitions.

A. "Bar" means an area in which the serving of food is only incidental to the consumption of alcoholic beverages and where no persons under the age of eighteen years are allowed to enter except to travel to the restroom facilities. The term "bar" shall not include an adjacent restaurant dining area when meals are being served.

B. "Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods and services are sold, as well as professional corporations and other entities under which professional services are delivered.

C. "Child care facilities" means any family day care home regulated by Sections 1597.30 through 1597.621 of the California Health and Safety Code, and any day care center for children regulated by Section 1596.90 et seq. of the California Health and Safety Code. It does not include foster homes or residential child care facilities.

D. "Cigarette" means any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape and irrespective of whether the tobacco is flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material, except where such wrapper is wholly or in the greater part made of tobacco and such roll weighs over three pounds per thousand, as defined in Revenue and Taxation Code Section 30003, as it may be subsequently amended or superseded.

E. "Dining area" means any area, including streets and sidewalks, that is available to or commonly used by the general public or an employee and which is designated, established or regularly used for the consumption of food or drink.

F. "E-cigarette" or "electronic cigarette" means any device that can provide an inhalable dose of nicotine by delivering a vaporized solution, as defined in California Health and Safety Code section 119405(b), as that section may be amended from time to time.

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G. "Employee" means any person who is employed by an employer for direct or indirect monetary wages or profit, including those employed full-time, part-time, temporary or contracted for from a third party; "employee" also means any person who performs services as a volunteer or intern for a business or nonprofit entity.

H. "Employer" means any person, business, corporation, entity, partnership, municipal corporation or agency, or nonprofit entity which employs the services of one or more persons, and includes the City.

I. "Enclosed" means closed in by a roof and three or more connected, floor-to-ceiling walls with appropriate openings for ingress and egress.

J. "Multifamily residential property," for purposes of this chapter, means residential property containing three or more total units with one or more shared walls, floors or ceilings, including but not limited to rental complexes, apartments, residential cooperatives, condominium complexes, senior citizen residences, assisted living complexes and skilled nursing facilities. "Multifamily residential property" does not include:

- (1) A hotel or motel that meets the requirements of Civil Code section 1940(b)(2);
- (2) A mobile home park;
- (3) A campground;
- (4) A single-family residence;
- (5) A single-family home with a detached in-law or second unit when permitted pursuant to local ordinance and/or applicable state law.

K. "Mall" means enclosed public walkway or hall area which serves to connect retail or professional establishments, whether publicly or privately owned.

L. "Nonprofit entity" means any corporation, unincorporated association or other entity created for charitable, philanthropic, educational, character-building, political, social or other similar purposes, the net proceeds from the operation of which are not for private financial gain. A public agency is not a nonprofit entity within the meaning of this chapter.

M. "Open space" means any lot or area of land or water essentially or partially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space.

N. "Place of employment" means any enclosed area under the control of a public, nonprofit, or private employer which employees normally frequent during the course of employment, including but not limited to work areas, employee lounges and restrooms, conference rooms and classrooms, vehicles, taxis, employee cafeterias or eating places, and hallways. A private residence is not a place of employment for the purposes of this chapter, unless it is used as a child care or health care facility, or unless it is used for a permitted home occupation having one or more employees, or which is visited by the public twice a month or more.

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O. "Private club" means any eating establishment, organization, club, boardinghouse or guesthouse which gives or offers food for sale to the public, guests, patrons or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering functions, except that the term "restaurant" shall not include bars.

P. "Recreational area" means any area that is publicly owned, controlled or used by the City and open to the general public for recreational purposes. The term "recreational area" includes but is not limited to parks, picnic areas, playgrounds, sports fields, open space, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, skateboard parks, and ice-skating rinks, but does not include golf courses.

Q. "Service area" means any publicly or privately owned area, including streets and sidewalks, that is designated to be used or is regularly used by one or more persons to wait for or receive a service or make a transaction, whether or not such service or transaction involves the exchange of money. The term "service area" includes automated teller machine waiting areas, all bus stops, light rail stops, and other local public transit facilities.

R. "Smoke" means the gases, particles or vapors released into the air by combustion, electronic ignition or vaporization when the apparent or usual purpose of the combustion, electronic ignition or vaporization is human inhalation of the resulting combustion products, including but not limited to tobacco smoke, cigarette smoke, marijuana smoke, and gases, aerosol or vapor released by the ignition of e-cigarettes. "Smoke" does not include the product of combustion of incense or similar products when used solely for olfactory purposes and not containing tobacco or nicotine.

S. "Smoking" means engaging in an act that generates smoke, including but not limited to the lighting or possession of a lighted pipe, cigar, cigarette, or hookah water pipe, an operating e-cigarette, as defined in Section 6.84.020(F) of the RCMC, or a lighted smoke inhalation device of any kind that generates smoke of any kind, from tobacco, marijuana, or any other weed or plant.

T. "Sports arena" means any enclosed sports pavilion, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, pool hall, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports events.

U. "Tobacco product" shall mean any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, chewing tobacco, e-cigarette as defined in Section 6.84.020(F) of the RCMC, or any other form of tobacco or product containing at least fifty percent tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion. "Tobacco product" shall not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence, unless such product emits smoke as defined by Section 6.84.020(S) of the RCMC.

V. "Unenclosed area" means any area that is not an enclosed area.

W. "Work area" or "workplace" means any area of a place of employment enclosed by floor-to-ceiling walls in which two or more employees are assigned to perform work for an employer.

ATTACHMENT 1**6.84.030 Regulation of Smoking in Places Accessible to the General Public.**

This Chapter shall not be interpreted to permit smoking where it is otherwise restricted by other applicable laws.

A. Smoking shall be prohibited in the following public places and other public places similarly situated in the City, including but not limited to the following areas:

(1) All enclosed areas available to and customarily used by the general public and all areas of business establishments generally accessible to the public, including but not limited to the public areas of retail stores, banks, and other offices;

(2) Elevators, escalators, and stairways;

(3) Public restrooms;

(4) Service areas;

(5) Busses, light rail, and other means of public transit;

(6) All reception and waiting areas;

(7) Galleries, libraries and museums;

(8) Within any facility which is primarily used for or designed for the primary purpose of exhibiting any motion picture, stage drama, lecture, musical recital or other similar performance, except when smoking is part of a stage production;

(9) Sports arenas and convention halls;

(10) Video arcades, bingo parlors, card rooms, game rooms, pool halls, dance halls, and other amusement centers;

(11) Child day care facilities as defined in the California Health and Safety Code and private residences while used as family day care homes;

(12) Rooms, chambers or other enclosed areas where a meeting is being held which is or can be attended by the general public;

(13) Retail food marketing establishments, including grocery stores and supermarkets;

(14) Restaurants, including those in private clubs;

(15) Restaurant/bar combinations, including those in private clubs;

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- (16) Bars, including those in private clubs;
- (17) Theater/bar combinations;
- (18) Laundromats;
- (19) Beauty shops and parlors;
- (20) Malls;
- (21) Polling places;
- (22) Enclosed areas which share air space, including but not limited to air conditioning, heating, or other ventilation systems, entries, doorways, hallways, and stairways, with other enclosed areas in which smoking is prohibited;
- (23) Places of employment;
- (24) Hotel lobbies and at least 55 percent of guestroom accommodations in a hotel, motel, or similar transient lodging establishment;
- (25) Government buildings and facilities;
- (26) Smoking shall be prohibited in the following public unenclosed and outdoor areas, and smoking, except while passing on the way to another destination, shall be prohibited within 20 feet of or close enough to the following areas for smoke to travel into an area or building where smoking is prohibited, whichever is greater:
 - (a) Public events, including but not limited to sports events, farmers markets, festivals, entertainment, speaking performances, ceremonies, pageants and fairs,
 - (b) Dining areas provided by eating establishments and bars, including outdoor patio areas,
 - (c) Entrances and exits to enclosed public areas,
 - (d) Within the entryway of any enclosed public area,
 - (e) Stairways,
 - (f) Within courtyards and other areas where air circulation may be impeded by architectural, landscaping other barriers,

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- (g) Areas not open to the sky,
- (h) Any place where people are using or waiting for a service, entry or transaction, including but not limited to ATMs, bank teller windows, telephones, ticket lines, bus stops and cab stands,
- (i) Any place where food and/or drink is offered for sale,
- (j) Children's play areas,
- (k) Public gardens,
- (l) Open windows of any enclosed public area,
- (m) Plazas, and
- (n) Parks, open space, trails, and recreation areas.

6.84.040 Regulation of Smoking at Multifamily Residential Properties

A. Owners and property managers of multifamily properties may adopt policies imposing stricter smoking regulations than those enacted by this Chapter.

B. Smoking is prohibited within indoor common areas at multifamily residential properties. "Indoor common areas" means any indoor area on the property which residents of more than one unit are entitled to enter and/or use, including but not limited to halls, lobbies, courtyards, elevators, stairs, community rooms, gym or health facilities, indoor swimming pool areas, storage areas, shared restrooms, shared laundry rooms, shared cooking facilities, and shared eating areas.

C. Owners or property managers of multifamily residential properties within the City must disclose to all rental applicants the property's smoking policies and information on which units are designated as nonsmoking.

6.84.050 Prohibition Against Permitting Smoking.

No person, landlord, or employer shall knowingly permit smoking in an area which is under his or her legal or de facto control and in which smoking is prohibited by this Chapter, unless otherwise required by state or federal law.

6.84.060 Posting of Signs.

A. Each owner, operator, manager or other person having control of an establishment or facility within which smoking is regulated by this Chapter shall conspicuously post in every place where smoking is prohibited "No Smoking" signs (or the international "No Smoking" symbol consisting of a

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pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it), whichever are appropriate, with letters not less than one inch in height.

B. An owner, operator, or manager of a building wherein, pursuant to these regulations, there is no smoking permitted in any space in the building may limit the "No Smoking" postings to first floor entrances and exits and to the elevator lobby areas of all other floors.

C. Motels and hotels will prominently post in the lobby a sign notifying patrons of the availability of nonsmoking accommodations. The rooms so designated will be posted as nonsmoking rooms and ashtrays will be removed.

6.84.070 Power to Adopt More Restrictive Smoking Policies.

Notwithstanding any other provisions of this Chapter, any owner, operator, manager, employer, or other person who controls any establishment or place of employment regulated by this Chapter, may adopt policies relating to smoking which are more restrictive than those provided herein.

6.84.080 No Retaliation.

No person, employer, nonprofit entity, business, or entity shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this Chapter.

6.84.090 Enforcement and Penalties.

A. Each instance of smoking in violation of this Chapter shall constitute a separate violation. For violations other than smoking, each day of a continuing violation of this Chapter shall constitute a separate violation. The remedies provided in this Chapter are not intended to preclude any other remedy available in law or equity.

B. Any violation of this Chapter is hereby declared to be a public nuisance.

C. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

D. Penalty. Notwithstanding the provisions of RCMC 1.01.190, a violation of any of the provisions of this Title, or failure to comply with any of the regulatory requirements of this Title, is an infraction subject to the procedures described in Section 19.6 and 19.7 of the California Penal Code.

Any person, whether as a principal or agent, employer or employee, who violates any of the provisions of this Title, or the rules and regulations of the City Manager or his or her designee, or health, law, or code enforcement officer established pursuant to the provisions of this Title is, upon conviction, guilty of an infraction.

Every violation of this Title is punishable by:

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1. A fine not exceeding \$50.00 for a first violation;
2. A fine not exceeding \$100.00 for a second violation of the same ordinance provisions within one year;
3. A fine not exceeding \$250.00 for each additional violation of the same ordinance provision within one year.

E. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by an administrative or civil action brought by the City Attorney or City Prosecutor, including but not limited to administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

F. Any Person acting for the interests of his or herself, itself, its members, or the general public (hereinafter "Private Enforcer") may bring a civil action in any court of competent jurisdiction, including small claims court, to enforce this Chapter against any Person who has violated this Chapter two or more times. Upon proof of the violations, a court shall grant all appropriate relief, including: (1) awarding damages and (2) issuing an injunction or a conditional judgment. If there is insufficient or no proof of actual damages for a specific violation, the court shall award one hundred fifty dollars (\$150) for each violation as statutory damages.

1. Notwithstanding any other provision of this Chapter, a Private Enforcer may bring a civil action to enforce this Chapter only if the following requirements are met:

a. The Private Enforcer's civil action is begun more than sixty (60) days after the Private Enforcer has given written notice of the alleged violations of this Chapter to the City Attorney and to the alleged violator.

b. On the date the Private Enforcer's civil action is filed, no other Person acting on behalf of the City has commenced or is prosecuting an administrative, civil, or criminal action based, in whole or in part, upon any violation which was the subject of the Private Enforcer's notice.

c. A Private Enforcer shall provide a copy of his, her, or its action to the City Attorney within seven (7) days of filing it.

2. Upon a settlement or judgment based, in whole or in part, upon any violation which was the subject of the Private Enforcer's notice, the Private Enforcer shall give the City Attorney notice of the settlement or judgment and final disposition of the case within thirty (30) days of the date of the settlement or judgment. No settlement by a Private Enforcer of a violation of this Chapter shall be valid or enforceable if, within thirty (30) days of receiving notice of the settlement, the City Attorney determines the settlement to be unreasonable in light of the purposes of this Chapter. Any settlement or judgment that does not meet the requirements of this subsection may be set aside upon motion to a court of competent jurisdiction by the City Attorney.

G. Except as otherwise provided, enforcement of this Chapter is at the sole discretion of the City. Nothing in this Chapter shall create a right of action in any person against the City or its agents to compel public enforcement of this Chapter against private parties.

Section 4. Amendment of Code. Section 6.86.040 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

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“Tobacco product” shall mean any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, chewing tobacco, electronic cigarette, as defined in Section 6.84.020(F) of the RCMC, or any other form of tobacco or product containing at least fifty percent tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion. “Tobacco product” shall not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence, unless such product emits smoke as defined by Section 6.84.020(S) of the RCMC.

Section 5. Amendment of Code. The definition of “electronic cigarette” is hereby added to Section 4.07.030, titled “Definitions,” within Chapter 4.07 of the Rancho Cordova Municipal Code, titled “Tobacco Retailer License,” to read as follows:

“Electronic cigarette” means any device that can provide an inhalable dose of nicotine by delivering a vaporized solution, as defined in California Health and Safety Code section 119405(b), as that section may be amended from time to time.

Section 6. Amendment of Code. The definition of “Tobacco paraphernalia” within Section 4.07.030, titled “Definitions,” within Chapter 4.07 of the Rancho Cordova Municipal Code, titled “Tobacco Retailer License,” is hereby amended to read as follows:

“Tobacco paraphernalia” means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette-rolling machines, electronic cigarettes, electronic cigarette cartridges and related products, and any other item designed or used for the smoking or ingestion of tobacco products.

Section 7. Amendment of Code. The definition of “tobacco product” within Section 4.07.030, titled “Definitions,” within Chapter 4.07 of the Rancho Cordova Municipal Code, titled “Tobacco Retailer License,” is hereby amended to read as follows:

“Tobacco product” means any substance containing tobacco leaf, including but not limited to cigarettes, electronic cigarettes, electronic cigarette cartridges and related products, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis or any other preparation of tobacco.

Section 8. Amendment of Code. The definition of “smoke shop” within Section 23.1101.020, titled “Land use definitions,” of Chapter 23.1101 of the Rancho Cordova Municipal Code, titled “Land Use Descriptions,” is hereby amended to read as follows:

“Smoke shop” means an establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or products where fifteen (15) percent or more of the total floor or shelf area is devoted to selling tobacco products (as defined in Section 4.07.030 of the RCMC). Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition.

Section 9. PLACEHOLDER FOR ADDITIONAL AMENDMENTS TO ZONING CODE REGARDING E-CIGARETTE AND VAPOR LOUNGES AND/OR HOOKAH LOUNGES. WOULD ADD TO LIST OF PROHIBITED LAND USE AND CLEARLY DEFINE TERMS WITHIN ZONING CODE.

Section 10. CEQA. Approval of the amendments in this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA)

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Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 11. 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 12. 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

2187997.1



Secondhand Smoke Survey

California Voters' Attitudes About Secondhand Smoke Exposure

Public Opinion Research Survey: November 2008

Background

There is a growing body of scientific evidence that documents the harmful effects of secondhand smoke exposure, including the US Surgeon General's finding that there is no risk-free level of exposure to secondhand smoke, and the California Air Resources Board designation of secondhand smoke as a toxic air contaminant. Yet Californians are still exposed to secondhand smoke in outdoor areas, in multi-unit housing and in Indian casinos. Many cities and counties throughout the state have passed laws to restrict smoking in outdoor areas such as parks, beaches, farmer's markets and outdoor seating at bars and restaurants and some cities have passed laws to create nonsmoking sections of apartments in multi-unit housing. In addition, some California Indian tribes have voluntarily created nonsmoking sections in Indian casinos.

In November 2008, the Center for Tobacco Policy & Organizing commissioned a survey of 600 California voters to assess their views about secondhand smoke and to gauge their level of support for reducing exposure to secondhand smoke. Specifically, the survey explored general attitudes about restricting smoking in outdoor areas, in outdoor dining areas, in multi-unit housing, and in Indian casinos.

This document highlights the Summary of Key Findings for the entire secondhand smoke survey. Additionally, there are three distinct Summary of Key Findings that highlight the results for outdoor dining, the results for multi-unit housing and the results for Indian casinos. The survey was conducted by Goodwin Simon Victoria Research. Complete survey results and the other summary documents are available at www.Center4TobaccoPolicy.org/polling-shs.

Summary of Key Findings

Secondhand Smoke Restrictions in Outdoor Areas

California voters know that secondhand smoke is harmful and are bothered by secondhand smoke in outdoor areas:

- 97% believe that secondhand smoke is harmful to those who inhale it
- 88% believe that secondhand smoke is harmful to those who inhale it in outdoor areas
- 65% have been bothered by secondhand smoke exposure in outdoor areas in the past year

California voters strongly support a law that restricts smoking in all outdoor areas of a community and support restricting smoking in specific outdoor areas to varying degrees (see table on next page):

- 73% support a comprehensive ban on outdoor smoking in all areas accessible to the public except for designated smoking areas

The table below lists California voters' level of support for restricting smoking in various outdoor areas:

Outdoor Area	Percent who Support	Outdoor Area	Percent who Support
In front of doors and windows into offices, restaurants and other buildings	77%	Bus Stops	56%
Outdoor areas of nursing homes, hospitals and long-term care facilities	70%	Outdoor areas of bars and restaurants, such as patios and outdoor eating areas	56%
Farmer's markets	69%	City and Regional Parks	55%
Nature areas, trails and campgrounds	65%	Fairs and Rodeos	55%
Outdoor concerts and sporting events	62%	Outdoor areas of downtown business zones	49%
Outdoor areas of shopping malls and shopping centers	60%	Outdoor worksites, such as construction zones	46%
Beaches	59%	Public sidewalks	44%
Outdoor areas of college campuses	57%	Parking lots	40%

California voters are receptive to statements in favor of restricting smoking in outdoor areas. The four statements rated as most important are listed below:

- 91% think an important reason to support smoking restrictions is that burning cigarettes tossed by careless smokers cause fires in parks and recreation areas and prohibiting smoking in these areas can protect the environment and save lives and money
- 89% think an important reason to support smoking restrictions is that scientific studies show that secondhand smoke can be harmful even in outdoor areas
- 87% think an important reason to support smoking restrictions is that cigarette butts are the number one cause of litter on beaches, parks and sidewalks and restricting smoking will greatly reduce litter
- 86% think an important reason to support smoking restrictions is that discarded cigarette butts are eaten by wildlife and can cause injury or death

Secondhand Smoke Restrictions in Outdoor Dining Areas

California voters were asked several questions specifically focused on restricting smoking in outdoor seating areas of bars and restaurants:

- 60% have been bothered by secondhand smoke exposure in outdoor dining areas in the past year
- 56% support restricting smoking at outdoor areas of bars and restaurants

California voters are receptive to the arguments in support of restricting smoking in outdoor dining. The top two statements are listed below:

- 74% were more likely to support smoking restrictions when they heard that it would protect workers at restaurants and bars from having to inhale dangerous secondhand smoke
- 72% were more likely to support smoking restrictions when they heard that it would protect diners from having to inhale dangerous secondhand smoke while dining

Opposition statements to restricting smoking at outdoor dining were less effective. In fact, opposition arguments were more likely to have no impact on voters or to make them more likely to support smoking restrictions. The top two opposition statements are listed below:

- 38% were more likely to oppose smoking restrictions when they heard that it would hurt bars and restaurants and drive away customers, while 61% said this argument had no effect or made them more likely to support smoking restrictions
- 36% were more likely to oppose smoking restrictions when they heard that it would be difficult to enforce and would place an unfair burden on bar and restaurant owners, while 63% said this argument had no effect or made them more likely to support smoking restrictions

Secondhand Smoke Restrictions in Multi-Unit Housing

California voters were also asked a series of questions about restricting smoking in multi-unit housing and are supportive of many types of policies to protect people from secondhand smoke exposure in multi-unit housing:

- 69% support a law to restrict smoking in outdoor common areas of apartments
- 78% support a law requiring apartment buildings to offer nonsmoking sections
- 74% support requiring 50 percent of apartments to be nonsmoking
- 58% support requiring 75 percent of apartments to be nonsmoking
- 42% support requiring 100 percent of apartments to be nonsmoking
- 56% feel that a law requiring apartment buildings to offer nonsmoking sections should apply to condominiums as well
- 70% think that a person moving into an apartment should be told if the tenant next door smokes

California voters are receptive to the arguments in support of restricting smoking in multi-unit housing. The top two statements are listed below:

- 76% were more likely to support smoking restrictions when they heard that scientific studies prove that secondhand smoke is harmful in apartment buildings and nonsmokers are exposed to dangerous secondhand smoke in the one place where they spend the most time
- 76% were more likely to support smoking restrictions when they heard that restricting smoking in apartment buildings will reduce the risk of fire

Opposition statements to restricting smoking in multi-unit housing were less effective. In fact, opposition arguments were more likely to have no impact on voters or to make them more likely to support smoking restrictions. The top two opposition statements are listed below:

- 40% were more likely to oppose smoking restrictions when they heard that it would take away a person's right to smoke in their home if they wanted to, while 58% said the argument had no effect or made them more likely to support smoking restrictions
- 37% were more likely to oppose smoking restrictions when they heard that it would discriminate against smokers and make it difficult for them to find a place to rent, while 61% said this argument had no effect or made them more likely to support smoking restrictions

California voters were also asked about a problem faced by decision makers when considering whether to restrict smoking in public housing. 64% of California voters agree with those who argue that it is more important to protect low-income children and families who cannot move away from secondhand smoke exposure. Only 17% of voters agree with those who argue that it is more important to protect tenants who smoke and cannot afford to move and who might be evicted if they smoke in their apartment should it be designated as nonsmoking.

Secondhand Smoke Restrictions in Enclosed Areas (Indian Casinos, Foster Homes, Cars)

California voters were also asked about restricting smoking in certain enclosed areas including California Indian casinos, foster homes, and cars. Overall, voters are supportive of restricting smoking in these areas:

- 90% would either be more inclined to visit or would be unaffected if smoking were prohibited in California Indian casinos, while only 8% would be less inclined to visit the casinos
- 69% feel that employees in California Indian casinos should have the same protections from secondhand smoke as other employees in California
- 77% support having child protective agencies require foster homes to be nonsmoking in order to protect children in foster homes from being exposed to secondhand smoke
- 80% support the new state law that prohibits smoking in vehicles where minor children are present

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TABLE OF COMPREHENSIVE OUTDOOR SECONDHAND SMOKE ORDINANCES

The 74 cities and counties in California with comprehensive ordinances are listed below, including in which outdoor areas smoking is prohibited in each community.

City / County	Outdoor Areas Where Smoking is Prohibited						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites
Lafayette (November 2013)	X	X	X	X	X		
Coronado (October 2013)	X*	X	X	X	X	X	
Walnut Creek (October 2013)	X	X		X	X	X*	X*
Arcata (July 2013)	X*	X	X	X	X	X	X
San Ramon (February 2013)	X	X	X	X	X		
Petaluma (January 2013)	X	X	X	X	X		X
Temple City (December 2012)	X	X	X	X	X		
Fremont (November 2012)	X	X	X	X	X	X	X
Daly City (October 2012)	X	X	X	X	X		X
San Rafael (October 2012)	X	X	X*	X	X	X	X
Mill Valley (September 2012)	X	X	X	X	X		X
San Fernando (September 2012)	X	X	X	X	X		
Sausalito (August 2012)	X	X	X	X	X		X
Morgan Hill (April 2012)	X*	X*	X*	X*	X		
Orland (February 2012)	X	X	X*	X*	X		
Morro Bay (February 2012)	X	X	X*	X	X	X	X
Carson (December 2011)	X	X	X	X	X		X
Laguna Hills (December 2011)	X	X	X	X	X		
Solana Beach (December 2011)	X	X	X	X	X		
Alameda (November 2011)	X	X	X	X	X	X	X
Hermosa Beach (November 2011)	X	X	X	X	X	X	X
Compton (October 2011)	X	X	X	X	X		
Sonoma County (October 2011)	X	X	X	X	X		
Campbell (September 2011)	X	X	X	X	X		
Concord (September 2011)	X*		X*	X*	X*	X	
Huntington Park (August 2011)	X	X	X	X	X		X
Fairfax (June 2011)	X	X	X	X			X
Larkspur (April 2011)	X	X	X	X	X		X
Carpinteria (February 2011)	X	X	X*	X	X	X	X
Santa Clara County (November 2010)	X	X	X	X	X		X
Union City (November 2010)	X	X	X	X	X		X
Contra Costa County (October 2010)	X	X	X	X	X		
Menlo Park (October 2010)	X*	X	X*	X	X		X
Sebastopol (August 2010)	X	X	X	X	X		X
Eureka (July 2010)	X	X	X	X	X	X*	X

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City/County	Outdoor Area Where Smoking is Prohibited						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites
Pleasant Hill (April 2010)	X*	X	X	X	X		
San Luis Obispo (April 2010)	X*	X	X	X	X	X	X
Camarillo (April 2010)	X	X	X	X	X	X*	X
Pinole (April 2010)	X	X	X	X	X		
Santa Barbara County (April 2010)	X*	X	X*	X	X		
San Francisco (March 2010)	X*	X*	X*	X	X		
San Leandro (December 2009)	X	X	X	X	X		X
Del Mar (December 2009)	X	X	X	X	X	X	X
Palm Desert (November 2009)	X	X	X	X	X	X	X*
Capitola (October 2009)	X*	X	X	X	X	X	
Santa Cruz (September 2009)	X	X		X	X	X	
Moorpark (September 2009)	X	X	X*	X	X	X	X
Richmond (June 2009)	X	X	X	X	X		X
Martinez (April 2009)	X	X	X	X	X		
Pasadena (October 2008)	X	X	X	X	X		
Glendale (October 2008)	X*	X	X	X	X		X
Dublin (October 2008)	X	X	X*	X*	X		
Thousand Oaks (July 2008)	X*	X	X*	X*	X		
Loma Linda (June 2008)	X	X	X	X	X	X	X
Albany (May 2008)	X*	X	X	X	X	X*	X
Hayward (May 2008)	X	X	X*	X	X	X	
Novato (April 2008)	X*	X	X	X	X		X
Berkeley (December 2007)	X	X		X	X	X*	X
Ross (December 2007)	X	X	X	X	X		
Belmont (October 2007)	X	X	X	X	X		X
El Cajon (August 2007)	X	X	X	X	X	X	X
Blue Lake (June 2007)	X*	X	X*	X	X		
Temecula (May 2007)	X	X	X	X	X		X
Burbank (April 2007)	X*	X	X	X*	X*	X*	
Baldwin Park (February 2007)	X	X	X*	X	X		
Emeryville (December 2006)f	X	X		X	X		X*
Laguna Woods (November 2006)	X*	X	X	X	X		
Marin County (November 2006)	X*	X	X	X	X		X
Santa Monica (October 2006)	X	X	X*	X	X	X*	
Mammoth Lakes (June 2006)	X	X	X	X	X		X
Santa Rosa (June 2006)	X	X	X	X	X*	X*	
Calabasas (February 2006)	X	X	X	X	X	X	X
Arcata (June 2002)	X	X	X	X	X		
Davis (March 1993)	X	X	X	X*	X		

*Policy that does not prohibit smoking in 100% of the specified area. For more detail on this policy ordinance, see the separate document for this specific policy area.



List of Municipalities that Restrict Smoking in Outdoor Dining Areas

MARCH 2014

According to the U.S. Surgeon General, secondhand smoke exposure is harmful at any level. Therefore, many cities and counties in California have taken steps to protect residents from this danger. Local communities led the way on smokefree indoor workplace laws and are leading the way once again with local laws to protect residents from secondhand smoke exposure in outdoor dining areas. California state law only prohibits smoking in indoor areas of restaurants and bars, and municipalities are not preempted from passing a stronger law to prohibit smoking within outdoor dining areas of bars and restaurants.

There are 119 municipalities in California that have passed ordinances to restrict smoking in at least some outdoor dining areas. The table below lists all of these cities and counties and divides the policies into two categories:

1. Municipalities that restrict smoking in all outdoor dining areas

There are 73 municipalities that restrict smoking in all outdoor dining areas and these policies ensure that all workers and customers are protected from secondhand smoke exposure.

2. Municipalities that restrict smoking in outdoor dining areas but have exemptions for bars or allow for designated smoking areas

There are 46 municipalities that have policies with exemptions for certain types of outdoor dining areas. While these policies provide important protections from secondhand smoke, some workers and customers will continue to be exposed to secondhand smoke.

For more information about smokefree outdoor dining areas and other restrictions on smoking in outdoor areas, visit www.Center4TobaccoPolicy.org/smokefree-outdoor-areas. These resources include information on the need for and benefits of these policies, a list of cities and counties that have adopted comprehensive outdoor secondhand smoke ordinances and answers to tough questions about smokefree outdoor policies.

County	Restricts Smoking in all Outdoor Dining Areas			Restricts Smoking in Outdoor Dining But Allow Exemptions
Alameda County	Alameda County Berkeley Dublin Emeryville	Fremont Hayward Newark Oakland	Pleasanton San Leandro Union City	Alameda Albany Livermore
Butte County				Chico
Contra Costa County	Contra Costa County Lafayette	Martinez Pinole Richmond	San Ramon Walnut Creek	Concord Pleasant Hill
Fresno County				Reedley

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County	Restricts Smoking in all Outdoor Dining Areas			Restricts Smoking in Outdoor Dining But Allow Exemptions	
Glenn County	Orland				
Humboldt County				Arcata Blue Lake	Eureka
Imperial County	Calexico				
Los Angeles County	Baldwin Park Beverly Hills Calabasas Carson Compton Hermosa Beach	Huntington Park Malibu Monterey Park Pasadena San Fernando	Santa Monica Sierra Madre South Pasadena Temple City	Burbank Culver City Gardena Glendale	Long Beach Los Angeles West Hollywood
Marin County	Larkspur Mill Valley	San Anselmo San Rafael	Sausalito Tiburon	Belvedere Fairfax Marin County	Novato Ross
Mono County	Mammoth Lakes				
Orange County	Laguna Hills			Laguna Beach	Laguna Woods
Riverside County	Murrieta	Palm Desert		Temecula	
San Bernardino County	Loma Linda				
San Diego County	Carlsbad Chula Vista Del Mar	El Cajon Encinitas	National City Solana Beach	Coronado San Diego	
San Francisco County				San Francisco	
San Joaquin				Stockton	
San Luis Obispo County	Morro Bay			San Luis Obispo	
San Mateo County	Belmont Daly City	San Mateo		South San Francisco Menlo Park	
Santa Barbara County	Carpinteria			Buellton Santa Barbara Santa Barbara County	
Santa Clara County	Campbell Los Gatos	Mountain View San Jose	Santa Clara County	Gilroy Morgan Hill	Palo Alto Sunnyvale
Santa Cruz County				Capitola	Santa Cruz
Shasta County				Redding	
Solano County				Fairfield	
Sonoma County	Healdsburg Petaluma Rohnert Park	Santa Rosa Sebastopol	Sonoma County Windsor		
Tuolumne County				Tuolumne County	
Ventura County	Camarillo	Moorpark		Ojai	Thousand Oaks
Yolo County	Davis				



List of Municipalities that Restrict Smoking at Public Events

MARCH 2014

According to the U.S. Surgeon General, secondhand smoke exposure is harmful at any level. Therefore, many cities and counties in California have taken steps to protect their residents from this danger by passing ordinances that restrict smoking in outdoor areas where people congregate, such as fairs, farmer's markets, parades, concerts and other similar events that take place on public property.

There are 112 municipalities in California that have restricted smoking at public events. The table below lists all of these cities and counties and divides the policies into three categories:

1. Municipalities that prohibit smoking at all public events

There are 65 municipalities with this type of policy. This is the strongest type of restriction because no designated smoking areas are allowed, ensuring that residents will not be exposed to secondhand smoke at any public event.

2. Municipalities that restrict smoking at all public events but allow designated smoking areas

There are 14 municipalities with this type of policy. With this type of policy jurisdictions allow separate designated smoking areas away from the primary event area. Such policies do a lot to protect people from secondhand smoke, but mean that people can continue to be exposed to secondhand smoke in certain areas at public events.

3. Municipalities that restrict smoking at some public events

There are 33 municipalities with this type of policy. Examples of this type of policy include restricting smoking only at farmer's markets or outdoor stadiums. While these ordinances do protect people from secondhand smoke exposure at some public events, there is still more that can be done to restrict smoking at and protect residents from secondhand smoke at all public events.

For more information about smokefree public events and other restrictions on smoking in outdoor areas, visit www.Center4TobaccoPolicy.org/smokefree-outdoor-areas. Resources available on this page include information on the need for and benefits of these policies, a list of cities and counties that have adopted comprehensive outdoor secondhand smoke ordinances and answers to tough questions about smokefree outdoor policies.

County	Prohibits Smoking at All Public Events		Restricts Smoking at All Public Events But Allows Designated Smoking Areas	Restricts Smoking at Some Public Events	
Alameda County	Alameda Albany Berkeley	Fremont San Leandro Union City		Dublin Hayward	
Alpine County				Alpine County	
Contra Costa County	Contra Costa County Lafayette Martinez	Pinole Richmond San Ramon	Pleasant Hill	Concord	
Del Norte County	Crescent City				
Fresno County	Firebaugh			Clovis	
Glenn County				Orland Willows	
Humboldt County	Arcata Eureka		Blue Lake		
Imperial County	Calexico El Centro			Brawley	
Lassen County				Susanville	
Los Angeles County	Arcadia Calabasas Carson Compton Glendale Hawthorne Hermosa Beach	Huntington Park Inglewood La Habra Heights Pasadena San Fernando Temple City	Downey South Gate	Alhambra Baldwin Park Burbank Long Beach Los Angeles	Malibu Manhattan Beach Palmdale Santa Monica
Marin County	Fairfax Larkspur Marin County Mill Valley	Novato Ross Sausalito Tiburon	San Rafael		
Mendocino County	Ukiah				
Mono County	Mammoth Lakes				
Monterey County				Pacific Grove	
Orange County	Laguna Woods			Anaheim	Laguna Hills
Riverside County	Palm Desert		Temecula		
San Bernardino County	Loma Linda			Rancho Cucamonga Redlands San Bernardino County	
San Diego County	Coronado Del Mar	El Cajon Solana Beach			

County	Prohibits Smoking at All Public Events	Restricts Smoking at All Public Events But Allows Designated Smoking Areas	Restricts Smoking at Some Public Events
San Francisco County	San Francisco		
San Luis Obispo County	San Luis Obispo	Morro Bay	
San Mateo County	Belmont Burlingame Daly City	Menlo Park	
Santa Barbara County		Carpinteria	
Santa Clara County	Campbell	Morgan Hill	Los Gatos Milpitas Mountain View San Jose Santa Clara County
Santa Cruz County	Capitola Watsonville		
Shasta County		Anderson	Shasta County
Sonoma County	Healdsburg Rohnert Park Santa Rosa Sebastopol Windsor	Petaluma Sonoma County	
Tulare County			Visalia
Tuolumne County			Tuolumne County
Ventura County	Camarillo Moorpark	Thousand Oaks	Ojai
Yolo County	Davis Woodland		



State of Tobacco Control 2014 – California Local Grades



SACRAMENTO COUNTY

Overall Tobacco Control Grade	Possible Points									
	Citrus Heights	Elk Grove	Folsom	Galt	Isleton	Rancho Cordova	Sacramento County	Unincorporated		
Total Points	12	0	5	1	0	0	4	5	5	
Smokefree Outdoor Air	F	D	F	F	F	F	D	C	C	
Dining	4	0	0	0	0	0	0	0	0	
Entryways	4	0	0	0	0	0	0	0	0	
Public Events	4	0	0	0	0	0	0	0	0	
Recreation Areas	4	0	3	2	0	0	2	3	2	
Service Areas	4	0	0	0	0	0	0	0	2	
Sidewalks	1	0	1	0	0	0	0	0	0	
Worksites	1	0	0	0	0	0	0	0	0	
Total Points	22	0	4	2	0	0	2	3	4	
Smokefree Housing	F	F	D	F	F	F	F	F	F	
Nonsmoking Units	4	0	0	0	0	0	0	0	0	
Nonsmoking Common Areas	4	0	0	2	0	0	0	0	0	
Disclosure	4	0	0	0	0	0	0	0	0	
Nuisance	1	0	0	0	0	0	0	0	0	
Housing Authority Units	1	0	0	0	0	0	0	1	1	
Total Points	14	0	0	2	0	0	0	1	1	
Reducing Sales of Tobacco Products	F	A	F	F	F	F	A	A	A	
Tobacco Retailer Licensing	4	0	4	0	0	0	4	4	4	
Sales near Schools and Parks	1	0	0	0	0	0	0	1	0	
Sales in Pharmacies	1	0	0	0	0	0	0	0	0	
Sampling of Tobacco Products	1	0	0	0	0	0	0	0	0	
Total Points	7	0	4	0	0	0	4	5	4	

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)

Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)



State of Tobacco Control 2014 – California Local Grades



YOLO COUNTY

Overall Tobacco Control Grade	Possible Points					
	Davis	West Sacramento	Winters	Woodland	County	Unincorporated
Total Points	12	9	4	1	2	4
Smokefree Outdoor Air	A	F	D	D	C	F
Dining	4	4	0	0	0	0
Entryways	4	4	0	0	4	2
Public Events	4	4	0	0	4	0
Recreation Areas	4	2	0	4	3	0
Service Areas	4	4	0	0	0	0
Sidewalks	4	0	0	0	0	0
Worksites	4	0	0	0	0	0
Total Points	22	18	0	4	11	2
Smokefree Housing	D	F	F	F	F	F
Nonsmoking Units	4	0	0	0	0	0
Nonsmoking Common Areas	4	2	0	0	0	0
Disclosure	4	0	0	0	0	0
Nuisance	4	0	0	0	0	0
Housing Authority Units	4	0	0	0	0	0
Total Points	14	2	0	0	0	0
Reducing Sales of Tobacco Products	A	A	F	F	F	A
Tobacco Retailer Licensing	4	4	3	0	0	4
Sales near Schools and Parks	4	0	0	0	0	0
Sales in Pharmacies	4	0	0	0	0	0
Sampling of Tobacco Products	4	0	1	0	0	0
Total Points	7	4	4	0	0	4

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)
Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)



State of Tobacco Control 2014 – California Local Grades



ALAMEDA COUNTY

	Possible Points	Alameda	Albany	Berkeley	Dublin	Emeryville	Fremont	Hayward	Livermore	Newark	Oakland	Piedmont	Pleasanton	San Leandro	Union City	County Unincorporated
Overall Tobacco Control Grade	B	A	A	A	A	C	B	C	D	D	B	F	D	C	A	C
Total Points	12	9	11	12	12	5	8	5	3	4	10	0	4	6	12	5
Smokefree Outdoor Air	A	A	A	A	A	B	A	D	C	B	F	C	A	A	A	B
Dining	4	2	2	4	4	4	4	4	2	4	4	n/a	4	4	4	4
Entryways	4	4	4	4	4	4	4	4	2	4	4	0	2	4	4	4
Public Events	4	4	4	4	2	0	4	2	0	0	0	0	0	4	4	0
Recreation Areas	4	4	4	3	4	4	4	4	2	0	4	0	0	4	4	4
Service Areas	4	4	4	4	4	4	4	4	0	4	4	0	4	4	4	4
Sidewalks	1	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0
Worksites	1	1	1	1	0	1	1	0	0	0	0	0	0	1	1	0
Total Points	22	20	20	21	18	17	22	19	6	12	16	0	10	21	21	16
Smokefree Housing	A	B	A	A	A	D	B	F	D	D	B	F	D	D	A	D
Nonsmoking Units	4	4	0	4	4	0	0	0	0	0	0	0	0	0	4	0
Nonsmoking Common Areas	4	4	4	4	4	4	4	0	2	2	4	0	2	2	4	2
Disclosure	4	4	4	4	3	0	3	0	0	0	4	0	0	0	3	0
Nuisance	1	0	0	0	1	0	1	0	0	0	0	0	0	1	1	0
Housing Authority Units	1	1	n/a	0	n/a	n/a	n/a	0	0	n/a	n/a	1	n/a	n/a	n/a	0
Total Points	14	13	8	12	12	4	8	0	2	2	8	0	3	3	12	2
Reducing Sales of Tobacco Products	D	A	A	A	A	D	D	D	D	D	A	F	D	D	A	D
Tobacco Retailer Licensing	4	0	4	4	3	0	0	0	0	0	4	0	0	0	4	0
Sales near Schools and Parks	1	1	1	1	1	0	0	0	0	0	1	0	0	1	1	0
Sales in Pharmacies	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sampling of Tobacco Products	1	0	0	1	1	1	1	1	1	1	1	0	1	0	1	1
Total Points	7	1	5	6	5	1	1	1	1	1	6	0	1	1	6	1

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)

Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)

Sacramento city officials to further study smoking bans in outdoor dining areas

By Tillie Fong

tfong@sacbee.com

Published: Wednesday, Feb. 19, 2014 - 12:00 am

Last Modified: Thursday, Feb. 20, 2014 - 8:19 am

Sacramento City Council members want to examine how smoking bans in outdoor dining areas work in other California cities before crafting an ordinance that would regulate bars and restaurants in the capital city.

"I want to make sure I understand what is out there," said Councilman Steve Cohn, adding that he was interested in what is – and isn't – regulated in bans in cities such as San Francisco, San Jose and San Diego.

Tuesday afternoon, Cohn and other members of the Law and Legislation Committee decided to hold off creating a potential ordinance to restrict or ban smoking at restaurant and bar patios in Sacramento.

Under state law, smoking is prohibited in enclosed areas for dining establishments and bars, but the ban does not extend to the outdoors areas attached to such businesses.

According to a list compiled by the American Lung Association in California, 73 cities in the state prohibit smoking in all outdoor dining areas and 42 restrict outdoor smoking with some exceptions. Davis is the only city in the Sacramento region that prohibits smoking in outdoor dining areas, according to the list. Most of the cities with regulations are in the Bay Area or Southern California.

Councilman Steve Hansen, who represents the central city, has been the driving force behind the change. He believes that the city should give priority to public health, and has been in private discussions with restaurateurs, business interests and health advocates for months on the issue.

The committee on Tuesday decided to forgo a staff presentation on the subject, and instead went straight into the public comment period. Nearly 20 people spoke.

About half were health advocates, including a representative from the American Cancer Society, who favor a ban. Many cited the dangers from breathing secondhand smoke, while others noted that similar prohibitions have not hurt businesses in other cities.

At least two people voiced concerns about having electronic cigarettes being included in the smoking ban.

Only one restaurant owner who spoke at the committee meeting Tuesday supported the smoking prohibition.

"People don't need to have smoke blown in their faces while they're eating dinner or having drinks," said Ed Roehr, an owner of Magpie Cafe, which has a smoke-free patio.

Suleka Sun-Lindley, owner of Thai Basil, doesn't believe that such a ban is necessary, and that customers should be able to choose which establishment they want to patronize.

"You support whoever shares the same values as you," she said.

Others voiced concerns about the negative effect of more regulation on businesses in a struggling economy.

"Small businesses – the ones that we represent – operate on very thin margins," said Chris Worden, senior policy manager with Downtown Sacramento Partnership.

He noted that there are 131 bars, restaurants and cafes in the business district, and a survey of the group showed that they were "strongly opposed" to an ordinance that would prohibit smoking in outdoor dining areas.

Councilman Jay Schenirer, committee chairman, directed Tina Lee-Vogt, program manager with the Community Development Department, to obtain more information about the businesses that may be affected by an outdoor dining smoking ban, specifically, how many restaurants, bars, cafes have enclosed vs. outdoor patios, how many are open to family dining and what are the hours for dining, and which restaurants already have non-smoking patios, before deciding on how to proceed.

"We have the best alfresco dining anywhere in the country," he said. "This is important to our city, but it's important that we do it right."

He did not give a deadline for when staff was to report back to the committee for the findings.

Hansen, who was outside the meeting Tuesday, said he wasn't surprised by the committee's decision.

"This is the process," he said afterward. "The city is a very deliberate place."

He said what he wanted was a healthy discussion. He said he would continue his previous discussions with various stakeholders, and said he hopes that he would have language for an ordinance to take back to the City Council in three to six months.

"I'm very optimistic," he said. "A lot of places are already doing this."

Call The Bee's Tillie Fong, (916) 321-1006.

- Read more articles by Tillie Fong



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

**Rancho Cordova Police Station
2897 Kilgore Road, Rancho Cordova**

Monday, March 17, 2014

**12:00 PM – Special Meeting
Canfield Community Room**

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Chinn, Silva, Downton, Flory, Gassaway, Hadley, Junker, Simpson, Thomas, Haven, Leitner, Peterson, Samuelson, Norton, Goold, Ulm, Hurt-Hobday

Mayor Skoglund called the special meeting to order in the Canfield Community Room at 12:05 PM.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** City Council and Staff Learning Retreat.

Council took a recess from the Special Meeting at 4:50 PM. The full council resumed at 8:08 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Chinn, Hurt-Hobday

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 10:02 PM.

Mindy Cuppy, CMC, City Clerk



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

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

Monday, March 17, 2014

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

Council Members Absent: None

Staff Members Present: Chinn, Lindgren, Cuppy, Abhar, Junker, Silva, Downton, Flory, Gassaway, Haven, Simpson, Thomas, Ibrahim, Goold, George

Mayor Skoglund called the regular meeting to order in the David B. Roberts Council Chambers at 5:37 PM.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Ty Danzl led the pledge.

4. INVOCATION

Pastor Jeff Koons from First Covenant Church gave the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Proclamation to Ty Danzl for Completing His Eagle Scout Community Project and Fulfilling the Requirement to Attain His Eagle Scout.
- 5.2 Presentation of Proclamation Recognizing March as the Month of the Young Professional Presented to Verna Sulpizio, PAC Chair, Metro EDGE and Vice Chair, ULI Sacramento Young Leaders Group.
- 5.3 Regional Transit Police Services Overview Presented by Mark Lonergan, Regional Transit Chief Operating Officer and Norm Leong, Regional Transit Police Lieutenant.

6. PUBLIC COMMENT

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

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

- 8.1 **Subject:** Meeting Minutes of March 3, 2014 Special and Regular Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** Quarterly Treasurer's Report.
Recommendation: Recommend the report be received and filed.
Result of Recommended Action: Provide City Council with information concerning the City's investment portfolio and to meet state code.
Staff Report: Donna Silva, Finance Director.
Advances Goal: 4.
- 8.3 **Subject:** Approval of Parcel Map of Subdivision No. 2014-001-01; aka northwest corner of Old Placerville Road and Systems Parkway.
Recommendation: Approval of Parcel Map of Subdivision No. 2014-001-01 being a portion of parcel 5 of Mather Business Park recorded in Book 70 of Parcel Maps, at Page 28; located on the northwest corner of Old Placerville Road and Systems Parkway.
Result of Recommended Action: Approval of this recommendation will result in the recording of the parcel map creating two separate parcels, each containing an existing commercial building.
Staff Report: Cyrus Abhar, Public Works Director.
Advances Goals: 1 and 2.
- 8.4 **Subject:** Mortgage Credit Certificate (MCC) Program.
Recommendation: Approve Resolution for participation in the Sacramento County Mortgage Credit Certificate (MCC) Program.
Result of Recommended Action: The MCC helps first-time homebuyers and/or

homeowners in federally designated target areas reduce the amount of Federal income tax they pay by receiving a tax credit for 20 percent of the annual interest paid on the mortgage loan.

Staff Report: Peter Ibrahim, Housing Services Division.

Advances Goal: 1.

8.5 **Subject:** 2013 General Plan Annual Report.

Recommendation: Receive the 2013 General Plan Annual Report as required by State law.

Result of Recommended Action: By receiving this report, the City Council is satisfying its statutory obligation under State law. No further action is required on the part of the City Council. The purpose of the report is to provide an annual accounting of implementation of the General Plan.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1,2,6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** An Urgency Ordinance of the City Council Establishing a Temporary Moratorium on the Establishment and Operation of Private Smokers' Lounges, E-Cigarette Lounges, Vapor Bars, and Hookah Bars, to Become Effective Immediately.

Recommendation: Adopt Urgency Ordinance No. 8-2014, establishing a temporary moratorium on the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars, pending the review and possible amendment of zoning regulations applicable to these types of establishments.

Result of Recommended Action: Adoption of this Ordinance will establish a forty-five (45) day temporary moratorium on the establishment, expansion or relocation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars. This moratorium is needed in order to: (1) address the community concerns regarding the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; (2) study the potential impacts that these types of businesses may have on the public health, safety and welfare; (3) study and determine what local regulations may be appropriate or necessary for private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; (4) study and determine the appropriate zoning and location for these types of businesses; and (5) determine appropriate measures to ensure the protection of public health, safety and welfare.

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

Advances Goals: 1 and 2.

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

- Preston Reese, in support of item 11.1.

Mayor Skoglund closed the public comment period.

ACTION: Motion to approve item 11.1 with modifications made to the draft ordinance by Terry second by Budge;
Carried by a 5:0 roll call vote.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

- Council requested smoking ordinance draft item be brought to staff on 4/28 council meeting.
- Skoglund requested an appointment of a council member to join the Commission as an ex-officio member on the Sacramento County Adult and Aging Commission to be brought to a future council meeting.

13. CITY MANAGER'S REPORT

Joe Chinn, City Manager, reported on his attendance at National League of Cities.

14. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 7:14 PM.

Mindy Cuppy, CMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, March 25, 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, Budge, Terry (at 5:51), Sander (at 6:32)

Council Members Absent: None

Staff Members Present: Cuppy, Abhar, Chinn, Silva, Gassaway, Junker, Simpson, Thomas, Haven, Jordan, Cook, Norton, Ulm, Goid

2. PUBLIC COMMENT

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

- Ken Kirby on item 3.2
- Philip Saunders on item 3.2
- Ron Baughan on item 3.2
- Vincent Vail on item 3.2

- Diann Rogers on item 3.2

Mayor Skoglund closed the public comment period.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Update on March 28th Corporate Report.

ACTION: Discussion item only; no action taken.

- 3.2 **Subject:** Amendments to Chapter 23.743 Signs of the Municipal Code.

Recommendation: This work session will provide the City Council with an overview of the proposed amendments to the City's Zoning Code standards related to signage. Additionally, staff will lead focused discussion of four specific topics to receive direction for the forthcoming amended Sign Code.

Result of Recommended Action: Upon receipt of direction on the specific discussion topics, staff will prepare an amended Sign Code for the City Council to consider for action at a regularly scheduled meeting. Sign Code amendments are aimed at providing additional sign opportunities to the City's businesses and making the Code easier to use and understand.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 2, 6.

ACTION: Discussion item only; no action taken.

Council gave staff the following direction:

- Electronic signs are acceptable
- Temporary signs are acceptable with standards
- Temporary Use Permit (TUP) should be \$60
- Do not proceed with sign amortization
- Mechanical manikin signs should not be allowed

4. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 8:41 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**

Friday, March 28, 2014

**11:00 AM – Special Meeting
American River Community Room North**

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Council Members Present: McGarvey, Budge, Sander, Terry

Council Members Absent: Skoglund

Staff Members Present: Cuppy, Abhar, Chinn, Silva, Flory, Gassaway, Junker, Lohse, Mingay, Simpson, Snyder, Thomas, Haven, Borre, Sparkman, Norton, Ibrahim, Ulm, Singh, Goold, Behrends, Peterson, Samuelson, Cook, Chan

Vice Mayor McGarvey called the special meeting to order in the American River Community Room North at 11:15 AM.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Annual Corporate Report: Presentations and council discussion on topics including, but not limited to, a 2014-2015 budget overview and projections, audit findings, updates from city departments on projects related to planning, code enforcement, community policing, public works, economic development, and municipal code prosecution.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Vice Mayor McGarvey adjourned the meeting at 5:05 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: April 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Britton Snipes, Senior Civil Engineer
Dana Grossi, Management Technician

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE YEAR CONTRACT WITH COASTLINE WATER RESOURCES, INC. FOR STORM DRAIN MAINTENANCE SERVICES IN THE AMOUNT OF \$1,718,700

RECOMMENDATION

Adopt Resolution No. 22-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to contract with Coastline Water Resources, Inc. to provide ongoing storm drain maintenance services for pipes, manholes, culverts, creeks, ditches, and other related services, including emergency and after-hours calls for response.

BACKGROUND

The County of Sacramento Department of Water Resources currently provides various administrative services and maintenance activities to fulfill requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. The NPDES permit program aims to control water pollution by regulating conveyances such as pipes and ditches that discharge water directly to surface waters (creeks and rivers).

Program permittees are responsible for meeting the various pollution mitigation requirements of the NPDES permit, including continued maintenance and improvement of storm drain infrastructure. The County has provided annual and on-call storm drain maintenance services to the City since its incorporation. The current agreement is scheduled to terminate at the end of the 2013-14 fiscal year, upon signing a contract with Coastline Water Resources, Inc.

In February 2014, a Request for Proposals (RFP) was advertised and staff received four submittals for storm drain maintenance services. In determining which contractor would be best qualified to provide these services in Rancho Cordova, staff rated the proposers on multiple criteria:

- Experience, including experience in providing storm drain maintenance services for other public agencies
- Employee/Staff Experience and Qualifications

- Equipment Inventory
- Emergency Response Plan
- References
- Performance History
- Work Quality
- Bonding and Insurance Capacity
- Cost

Based on its evaluation, staff recommends awarding a three-year contract to Coastline Water Resources, Inc. Staff recommends contracting out privately for storm drain maintenance services (as opposed to County provision of services) to achieve decreased maintenance costs and increased level of service.

ATTACHMENT

Resolution No. 22-2014, including Exhibit A – Contract No. 22-2014.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 22-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH COASTLINE
WATER RESOURCES, INC. FOR STORM DRAIN MAINTENANCE SERVICES
FOR FISCAL YEARS 2014-15, 2015-16, AND 2016-17**

WHEREAS, the City of Rancho Cordova wishes to contract with Coastline Water Resources, Inc. for provision of storm drain maintenance services for fiscal years 2014-15, 2015-16, and 2016-17; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with Coastline Water Resources, Inc., attached as **Exhibit 1**.

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:

Robert J. McGarvey, Vice Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND COASTLINE WATER RESOURCES, INC.

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Coastline Water Resources ("Professional") as of May 1, 2014.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2017, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$1,718,700, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to

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this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses shall be determined on a task by task basis and subject to approval by City prior to Professional beginning work on a task. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks

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associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans

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with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents,

photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the

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state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

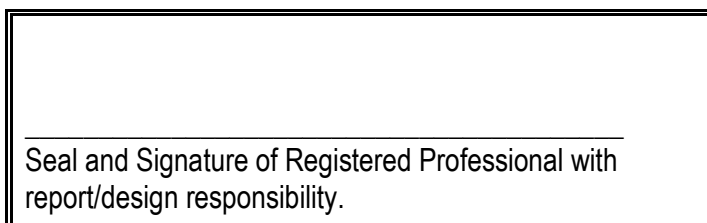
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10.9 Contract Administration. This Agreement shall be administered by Dana Grossi ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Professional shall be sent to:
Coastline Water Resources, Inc.
Natalie Jelavich, Vice President
4009 Vista Park Court
Sacramento, CA 95834
Email Address (for Insurance Update Requests):
njelavich@coastlinewr.com

Any written notice to City shall be sent to:
City of Rancho Cordova
Dana Grossi, Management Technician
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



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

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

CONTRACT NO.: 22-2014

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Joe Chinn, City Manager

Date: _____

Jeremy Jaeger, President

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

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EXHIBIT A**SCOPE OF SERVICES**

Professional will provide storm drain maintenance services to the City, as described in the Request for Proposals (RFP). The RFP is attached and made part of this contract.

EXHIBIT B
COMPENSATION SCHEDULE

Refer to the Bid Schedule in the attached RFP for costs of services, labor, and equipment rates.

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
			-				-			

Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

YEAR

CALIFORNIA FORM

2013 Withholding Exemption Certificate**590**

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

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

Withholding agent's name

Payee's name

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

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

Apt. no./ Ste. no.

City

State ZIP Code

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

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

☐ **Individuals — Certification of Residency:**

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

☐ **Corporations:**

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

☐ **Partnerships or limited liability companies (LLC):**

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

☐ **Tax-Exempt Entities:**

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

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

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

☐ **California Trusts:**

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

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

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

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

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

CERTIFICATE: Please complete and sign below.

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

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

Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061133

Form 590 c2 2012

Instructions for Form 590

Withholding Exemption Certificate

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

General Information

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

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

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

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

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

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

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

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

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

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

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or California Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

Who is Excluded from Withholding – The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the

withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

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

The grantor of a grantor trust shall be treated as the payee for withholding purposes.

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

D Who is a Resident

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

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

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

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

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

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

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

E Military Spouse Residency Relief Act (MSRRA)

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

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

Domicile is defined as the one place:

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

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

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

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

G Withholding Agent

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

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

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

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

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

H Additional Information

To get additional nonresident withholding information, contact the Withholding Services and Compliance.

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

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

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

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

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

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the

United States

916.845.6500 from outside the

United States

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

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los

Estados Unidos

916.845.6500 fuera de los Estados

Unidos

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

MEMORANDUM



DATE: April 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Britton Snipes, Senior Civil Engineer
Dana Grossi, Management Technician

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE YEAR CONTRACT WITH COUNTY OF SACRAMENTO CONSOLIDATED UTILITIES BILLING AND SERVICE IN THE AMOUNT OF \$401,122 TO PROVIDE BILLING AND COLLECTION SERVICES FOR THE STORMWATER UTILITY FEE

RECOMMENDATION

Adopt Resolution No. 23-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to contract with County of Sacramento Consolidated Utilities Billing and Service to provide billing and collection of the stormwater utility fee that is charged to single-family residents, multi-family, and commercial developments.

BACKGROUND

The Stormwater Utility Fee, or drainage maintenance fee, funds the operation, maintenance, and improvement of the storm drain system for jurisdictions within Sacramento County. The fee also funds the core of the stormwater quality program. Funding comes from the Stormwater Utility charge that is part of residents' bi-monthly utility bill. Single-family residents are billed at a flat rate, while multi-family and commercial developments are billed based on parcel size and imperviousness. Imperviousness refers to land surfaces (mainly roads, sidewalks, driveways, and parking lots) that contribute to stormwater runoff because these surfaces do not easily absorb water.

The County of Sacramento's Consolidated Utilities and Billing Service (CUBS) provides billing, collection, and call-center services for the Stormwater Utility Fee. Fee revenues are retained by the County, and the County's Department of Water Resources is responsible for drainage and flood control within the City.

Effective July 1, 2014, the City will assume the duties and responsibilities for drainage and flood control. As part of the transition from County provision of drainage and flood services to City provision of these services, CUBS is prepared to transition all accounts within the City's service area to the City. CUBS will continue to provide billing services for the City, but fee revenues will be retained by the City.

If adopted, Resolution No. 23-2014 would allow for a three-year contract with CUBS for the billing services. Staff recommends contracting with CUBS for Stormwater Utility Fee billing services, as residents can continue to receive their Stormwater Utility bill on the same billing statement as their water and sewer charges.

ATTACHMENT

Resolution No. 23-2014, including Exhibit A – Contract No. 23-2014.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 23-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH COUNTY OF
SACRAMENTO CONSOLIDATED UTILITIES AND BILLING SERVICE FOR STORMWATER
UTILITY FEE BILLING AND COLLECTION SERVICES FOR FISCAL YEARS 2014-15,
2015-16, and 2016-17**

WHEREAS, the City of Rancho Cordova wishes to contract with County of Sacramento Consolidated Utilities and Billing Service for billing and collection services for the stormwater utility fee for fiscal years 2014-15, 2015-16, and 2016-17;

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with County of Sacramento Consolidated Utilities and Billing Service, Consultant, attached as **Exhibit 1**.

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:

Robert J. McGarvey, Vice Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A**AGREEMENT FOR
STORM WATER UTILITY BILLING SERVICES**

THIS AGREEMENT is made and entered into on _____, 2014, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF RANCHO CORDOVA, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, COUNTY'S Consolidated Utilities Billing and Service, hereinafter "CUBS," provides billing, collection, and call-center services for storm water drainage, water, sewer and garbage collection fees, and has substantial experience in providing such services; and

WHEREAS, COUNTY'S Department of Water Resources has been responsible for drainage and flood control within the City of Rancho Cordova, and billing for such services has been performed by CUBS with revenue retained by COUNTY; and

WHEREAS, effective July 1, 2014, CITY will assume the duties and responsibilities for drainage and flood control within its jurisdiction, but desires CUBS to continue billing services; and

WHEREAS, CUBS is prepared to transition all accounts within CITY'S service area and facilitate billing and collections for CITY; and

WHEREAS, consolidating the billing of CITY'S stormwater drainage fees with COUNTY'S existing billing of CITY customers for water and sewer services benefits the public by reducing paper and providing a central location for customer service inquiries; and

WHEREAS, CITY and COUNTY desire to enter into this Agreement on the terms and conditions set forth herein.

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

1. TERM

This Agreement shall be effective as of the date first written above with services commencing July 1, 2014, and shall remain in effect for an initial three-year period until June 30, 2017. Unless terminated pursuant to Paragraph 15, this Agreement shall automatically renew for periods of one year until terminated pursuant to Paragraph 15.

2. NOTICE

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

To COUNTY:

Attn: Julie Valverde, Director
Department of Finance
County of Sacramento

To CITY:

Attn: Brit Snipes
Public Works Department
City of Rancho Cordova

700 H Street, Room 3650
 Sacramento, CA 95814

2729 Prospect Park Drive
 Rancho Cordova, CA 95670

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

3. **SCOPE OF SERVICES**

A. Technical Implementation / Initial Set-Up. COUNTY shall perform the following technical implementation / initial set-up services for CITY as part of changing the billing services from COUNTY to CITY:

- 1) Changes to be made to printed customer bills:
 - a) Add City of Rancho Cordova logo to detail section of the consolidated utility bill.
 - b) Change phone number and message at bottom of detail section of the consolidated utility bill.
- 2) Changes to be made to billing configuration:
 - a) Create new fund structure within FOCUS and COMPASS for CITY.
 - b) Process for write-off of charges.
 - c) Process for transfer of charges to real property tax bills
 - d) Process for bad debt recovery by COUNTY'S Department of Revenue Recovery.
- 3) Revise and test FOCUS/COMPASS interface to ensure proper financial postings.
- 4) Add reporting requirements as specified by CITY staff.

B. Billing, Collections and Customer Service.

- 1) COUNTY, via CUBS, will provide billing services for CITY'S storm water drainage services as part of a consolidated utility bill. Billing is performed bi-monthly over an eight-week cycle. Services to customers are billed one month in arrears and one month in advance; provided, however, customers may opt for a monthly bill, which will be billed in arrears.
- 2) Revenue received in response to the customer billing of CITY residents shall be collected by COUNTY and remitted to CITY on a monthly basis. A report substantiating the monthly remittance shall be provided concurrently to CITY.
- 3) COUNTY will respond to customer service calls through the current CUBS Cisco phone system. Customer service issues related to CITY'S storm water drainage that cannot be resolved by CUBS staff will be directed to CITY'S Public Works Department. The following contacts shall be used to address and resolve customer service issues arising out of the storm water drainage service billing under this Agreement:

For COUNTY CUBS:

Helen Broadnex
 Phone 916-876-7300
 E-Mail broadnexh@saccounty.net

For CITY Public Works:

Brit Snipes
 Phone 916-851-8905
 E-Mail bsnipes@cityofranchocordova.org

- 4) COUNTY will process delinquent CITY storm water drainage accounts from CITY residents as follows:
- a) Lien – Upon an account becoming more than 60 days delinquent, COUNTY will advise property owner and give 45 days to bring account current. After the 45 days, if there is no payment, a lien shall be recorded against the property for the delinquent amount plus any future charges. The lien shall be released when all current and delinquent charges are paid.
 - b) Transfer to Tax – All accounts that are delinquent as of March 1 each year shall be flagged for transfer to the tax collection process. After two billing periods, delinquent charges shall be transferred to the property tax bill along with a ten percent (10%) penalty. Collections shall be processed by COUNTY, via its Tax Collector, and are apportioned in three installments annually.
 - c) Bad Debt – Accounts may occasionally be closed with an outstanding balance due to foreclosure, bankruptcy, or failure of previous owner to pay the closing statement. These accounts shall be written off as bad debt and transferred to COUNTY'S Department of Revenue Recovery for collection. Any monies collected for CITY shall be distributed to CITY at the end of each fiscal year.
 - d) Teeter Purchase – Any storm water drainage charges that remain on delinquent property tax bills will be evaluated for Teeter purchase. Once approved for purchase, COUNTY'S Tax Collector will distribute monies in the same manner as property taxes.

4. **COMPENSATION AND INVOICING**

- A. CITY shall provide compensation to COUNTY for technical implementation / initial set-up as a lump sum in the amount of **\$14,626** payable upon completion of the implementation / set-up and within 30 days of receipt of an invoice from COUNTY.
- B. CITY shall provide compensation to COUNTY for billing, collections and customer service based on the allocation method detailed in Attachment 1 attached hereto and by this reference incorporated herein. The total cost of services in any fiscal year shall not exceed **\$128,832** unless authorized in advance in writing by CITY. COUNTY shall invoice CITY on a monthly basis for one-twelfth (1/12th) the annual allocation, and CITY shall remit payment to COUNTY no later than the 20th day of each month. Changes in the allocation with resulting increase or decrease in compensation to COUNTY shall be effective the month following the change. If any payment is more than 60 days overdue, remittance by COUNTY of collected drainage fees to CITY shall be withheld until payment from CITY is made current.

5. **GOVERNING LAWS AND JURISDICTION**

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

6. EMPLOYEMENT STATUS / COUNTY AS INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, COUNTY employees performing services pursuant to this Agreement are not agents or employees of CITY but are employees of COUNTY acting as an independent contractor to CITY. COUNTY shall have control over the means, methods, techniques, sequences, procedures, and results for performing and coordinating the services required by this Agreement. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment shall be determined by COUNTY, and CITY shall have no right or authority over COUNTY'S employees or the terms of their employment with COUNTY. Neither COUNTY nor any third persons or subcontractors of COUNTY shall be entitled to workers' compensation benefits from CITY if such persons sustain injury in the course of performing services under this Agreement. Neither COUNTY nor any third persons or subcontractors of COUNTY shall be entitled to any other benefits payable to employees of CITY. CITY shall not be liable for any act or omission of any COUNTY officer or employee unless specifically provided elsewhere in this Agreement. CITY shall not be liable for the direct payment of any salaries, wages, compensation, or other benefits to any COUNTY employee performing services pursuant to this Agreement, or for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment.

7. INDEMNIFICATION

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

8. INSURANCE

Each party, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain,

insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

9. SUBCONTRACTS, ASSIGNMENT

This Agreement is not assignable by either party in whole or in part, without the prior written consent of the other party.

10. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

11. SUCCESSORS

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

12. TIME

Time is of the essence of this Agreement.

13. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

14. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of California.

15. TERMINATION

- A. Either party may terminate this Agreement upon providing six (6) months written notice to the other party.
- B. Either party may terminate this Agreement for cause by providing written notice to the other party stating the cause and allowing a reasonable period to cure the default, which period of time shall be stated in the notice.

16. AUDITS AND RECORDS

Upon request, each party or its designee shall have the right at reasonable times and intervals to audit the other party's financial and program records as necessary to determine compliance with legal and contractual requirements under this Agreement. Each party shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon request at the requesting party's expense.

17. PRIOR AGREEMENTS

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

18. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

19. FORCE MAJEURE

Neither party shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

20. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

21. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

22. COUNTERPARTS

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

(SIGNATURE PAGE FOLLOWS)

Contract No. 70650
 CONTRACT NO. 23-2014

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

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

CITY OF RANCHO CORDOVA,
 a municipal corporation

By: _____
 Julie Valverde, Director
 Department of Finance

By: _____
 Name: _____

Title: _____

Date: _____

Date: _____

Agreement approved by the Board of
 Supervisors with authority delegated to the
 Director to execute:

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and Approved by County Counsel

Approved as to Form by City Attorney

By: _____
 Rick Heyer, Deputy County Counsel

Prepared by: _____
 Susan Wright, Administrative Services Officer II
 Contract and Purchasing Services Division
 Sacramento County Department of General Services
 Phone 916-876-6285 e-mail wrights@saccounty.net

ATTACHMENT A ALLOCATION METHOD

INTRODUCTION

CUBS is supported by several revenue sources, including delinquent fees charged to late-paying customers; direct charges to client utilities for work done for the sole benefit of a specific utility; and an allocation based on a method to be discussed in this attachment.

OVERVIEW

Revenue will not be used as a component of the allocation.

The number of accounts billed, contracts (separate premises) billed, and cost centers posted per account will be the basis of the relative allocations.

The relative allocations will be applied based on each utility's presence on the various combinations of utilities invoiced on a single bill per a report generated on January 15 prior to each fiscal year (see Detail, below).

DETAIL

This Agreement calculates the total amount to be allocated as follows:

1. The total amount to be allocated is determined by taking the entire CUBS budget and subtracting other available revenue sources such as direct charges, delinquency fees, and miscellaneous income.
2. The direct billing costs, made up of costs associated with producing the paper bill, administering the paperless billing web portal, postage costs, and remittance processing costs, will be divided and billed equally between cost centers and contracts.
3. The allocated amount will be billed by number of accounts.

The number of accounts, cost centers, and contracts will be extracted from a FOCUS report produced the last Monday of January. For each client, these numbers are calculated as a percentage relative to the total for all clients.

MEMORANDUM



DATE: April 7, 2014

TO: Honorable Mayor and Council Members

FROM: Adam Lindgren, City Attorney
Kate Cook, Associate City Attorney

SUBJECT: CONSIDERATION OF AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL AMENDING CHAPTER 6.84 OF THE RANCHO CORDOVA MUNICIPAL CODE, TITLED INDOOR AIR AND HEALTH PROTECTION, TO INCLUDE INDOOR PROHIBITIONS ON OPERATING ELECTRONIC CIGARETTES AND USING ELECTRONIC SMOKING DEVICES WHEREVER TOBACCO SMOKING IS PROHIBITED, AND AMENDING CHAPTER 6.86 OF THE MUNICIPAL CODE TO INCLUDE ELECTRONIC CIGARETTES AND ELECTRONIC SMOKING DEVICES IN THE DEFINITION OF TOBACCO PRODUCTS.

RECOMMENDATION

Introduce and read by title only Ordinance No. 9-2014.

RESULT OF RECOMMENDED ACTION

Ordinance No. 9-2014 will come back for a second reading at the April 21, 2014 City Council Meeting.

BACKGROUND

Several Councilmembers, including Councilmember Terry, requested that the City Attorney's office create a draft ordinance incorporating electronic cigarettes into the City's Municipal Code regulations on smoking and tobacco sales to minors. Upon review, the City Attorney's office determined that the City's Municipal Code (which was based on the Sacramento County Code) was outdated and did not reflect current laws and regulations on smoking. At a March 3, 2014 Council study session to discuss the draft of a more comprehensive smoking ordinance, the Council unanimously agreed that electronic cigarettes should be treated like other cigarettes and smoking devices within the Municipal Code.

The Ordinance before you tonight only addresses the electronic cigarette issue. It does this by amending various definitions within the current smoking ordinance. By including electronic cigarettes within the definitions of "smoke" and "smoking," operating these devices would be prohibited in any location where smoking is currently prohibited in the City.

The Council will continue its discussion on other issues related to the City's smoking regulations, including outdoor smoking prohibitions and regulations surrounding hookah and vapor bars. Ultimately, such discussions may lead to the introduction of a more comprehensive ordinance which overhauls the entire Municipal Code chapter on smoking.

ANALYSIS

Overview of the law:

Laws related to smoking, secondhand smoke, and tobacco in California are in numerous statutes, including the Labor Code, the Government Code, the Health and Safety Code, the Education Code, the Penal Code, and the United States Code.

It is illegal in California to smoke on school campuses, in government buildings, at daycare facilities, within 25 feet of playgrounds, and in health facilities.

It is also illegal in California to smoke in any enclosed place of employment. There are exceptions to this rule, including: Up to 65 % of hotel/motel guest rooms; up to 25 or 50 % (depending on the total square footage) of hotel/motel lobbies; meeting and banquet rooms in hotels, except when food is present; retail tobacco shops and private smoking lounges within a shop; employee break rooms meeting strict design standards; and small businesses with five or fewer employees, and when the smoking area is not accessible to minors, all employees have consented to allow smoking, and certain ventilation and exhaust standards are met. Electronic cigarettes and electronic smoking devices are not included in state laws related to smoking prohibitions.

Local smoking regulations:

Cities have the authority to enact local regulations that are more stringent than state laws on secondhand smoke. Local regulations on smoking are intended to address both the health impacts of the activity to nonsmokers and the undesired impacts (odor, irritants) of smoking. Some newer research has shown that the vapor released from electronic cigarettes may be harmful to nonsmokers, and therefore cities are starting to regulate these as well. Such ordinances are within the authority of a city to pass laws to protect the public health and welfare, as well as a city's authority to regulate public nuisances.

Electronic cigarettes:

Electronic cigarettes are devices that emit doses of vaporized nicotine or other substances that are inhaled by the user. Most use battery-powered heat to vaporize a liquid solution held in the mouthpiece of the device. Many cities have enacted regulations on electronic cigarettes, a growing trend in the tobacco business. Some examples of the more than 44 cities and counties that have passed prohibitions on electronic cigarettes include the cities of Los Angeles, Walnut Creek, Mountain View, Los Altos, Arcadia, Temecula, Santa Barbara, and Eureka.

Existing state law makes it illegal to sell or give electronic cigarettes to minors, but does not extend smoking prohibitions to electronic cigarettes. A recent national survey by the Centers for Disease Control and Prevention revealed that use of electronic cigarettes by middle and high school students is increasing. Many e-cigarette cartridges come in flavors that may appeal to children and teens, such as cotton candy and bubble gum.

According to the California Medical Association, the safety of electronic cigarettes is currently unknown. The devices have yet to be submitted to the U.S. Food and Drug

Administration for approval. A 2009 study by the U.S. Food and Drug Administration found that electronic cigarettes contain carcinogens and toxic chemicals (although at lower levels than those within cigarettes) to which users and bystanders could be exposed. In 2013, University of California researchers determined that many of the elements identified in electronic cigarette vapor are known to cause respiratory distress and disease. However, some smokers successfully use electronic cigarettes to help them quit or reduce their tobacco intake, and studies support this. Much of the uncertainty surrounding the effects of electronic cigarettes is due to inaccurate nicotine content labeling, variations in nicotine related impurities in cartridges among manufacturers, and the varying levels of metal and silicate particle concentrations in electronic cigarette particles.

An effort to classify electronic cigarettes like other tobacco products within current state advertising and use laws, Senate Bill 648, passed the California Senate and was postponed in committee in August. It may be revived in 2014. The federal government has banned the use of electronic cigarettes on airplanes. Additionally, the U.S. Food and Drug Administration is developing regulations for electronic cigarettes, which could make them subject to requirements for ingredient listing, user fees, and manufacturing requirements.

ATTACHMENTS

1. Ordinance 9-2014 on Electronic Cigarettes and Electronic Smoking Devices.
2. Various news articles and information related to the topic.

2259708.1

CITY OF RANCHO CORDOVA ORDINANCE NO. 9-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING PROVISIONS OF CHAPTERS 6.84 AND 6.86 OF THE RANCHO CORDOVA
MUNICIPAL CODE TO PROHIBIT THE OPERATION OF ELECTRONIC CIGARETTES
AND ELECTRONIC SMOKING DEVICES ANYWHERE SMOKING IS CURRENTLY
PROHIBITED AND TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION
OF TOBACCO PRODUCTS**

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

Section 1. Purpose and Declarations.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- Tobacco-related illness is the leading cause of preventable death in the United States, accounting for about 443,000 deaths each year;¹ and
- Scientific studies have concluded that tobacco use can cause chronic lung disease, coronary heart disease and stroke, in addition to cancer of the lungs, larynx, esophagus, and mouth;² and
- Some of the most common types of cancers, including stomach, liver, uterine, cervix, and kidney are related to tobacco use;³ and

WHEREAS, the safety and efficacy of electronic cigarettes is still unknown and electronic cigarettes deliver an unknown mix of potentially carcinogenic and toxic compounds, as evidenced by the following: a) nicotine content labeling is not accurate with some electronic cigarette manufacturers;⁴ b) nicotine related impurities content in cartridges and refills vary by electronic cigarette manufacturer;⁵ and c) the concentrations of some metal and silicate particles in electronic cigarette aerosol were higher than or equal to the levels contained in conventional cigarette smoke;⁶ and

WHEREAS, the U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and

¹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

² US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

³ Leistikow B, Zubair K, Connolly GN, et al. "Male Tobacco Smoke Load and Non-Lung Cancer Mortality Associations in Massachusetts." *BMC Cancer*, 8:341, 2008. Available at: www.biomedcentral.com/1471-2407/8/341.

⁴ Trehy ML, Ye W, et al. "Analysis of Electronic Cigarette Cartridges, Refill Solutions, and Smoke for Nicotine and Nicotine Related Impurities." *Journal of Liquid Chromatography & Related Technologies*, 34:1442–1458, 2011.

⁵ *Id.*

⁶ Williams M, Villarreal A, Bozhilov K, Lin S, Talbot P (2013) Metal and Silicate Particles Including Nanoparticles Are Present in Electronic Cigarette Cartomizer Fluid and Aerosol. *PLoS ONE* 8(3): e57987. doi:10.1371/journal.pone.0057987

ATTACHMENT 1

bystanders could potentially be exposed,⁷ suggesting that the same concerns present with secondhand smoke from conventional cigarettes may exist with electronic cigarettes; and

WHEREAS, it is unlawful to sell or furnish electronic cigarettes to minors,⁸ however minors are still able to obtain access to electronic cigarette products. A national survey revealed that between 2011 and 2012, middle school students who reported ever using electronic cigarettes increased from 1.4% to 2.7% and current use of electronic cigarettes increased from 0.6% to 1.1%.⁹ The same survey found that high school students who reported ever using electronic cigarettes increased from 4.7% to 10.0% while current use increased from 1.5% to 2.8%; and

WHEREAS, there is no Constitutional right to smoke;¹⁰ and

WHEREAS, it is the intent of the City Council, in enacting this Ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use, including electronic cigarettes and electronic smoking devices, around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle; and by affirming and promoting a healthy and nuisance-free environment in the City.

Section 2. Amendment of Code. Section 6.84.024 is hereby added to the Rancho Cordova Municipal Code, to read as follows:

6.84.024 E-Cigarette, electronic cigarette, or electronic smoking device

“E-cigarette” or “electronic cigarette” or “electronic smoking device” means any electronic or battery-operated device, the use of which resembles smoking, that can be used to deliver an inhalable dose of nicotine or other substances by delivering a vaporized solution. “E-Cigarette,” “electronic cigarette,” or “electronic smoking device” includes any such electronic smoking device, whether manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. “E-Cigarette,” “electronic cigarette,” or “electronic smoking device” does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

Section 3. Amendment of Code. Section 6.84.041 is hereby added to the Rancho Cordova Municipal Code, to read as follows:

⁷ US Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009. Available at:

www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm.

⁸ Cal. Health & Safety Code § 119405 (West 2013).

⁹ Centers for Disease Control and Prevention. *Electronic Cigarette Use Among Middle and High School Students—United States, 2011-2012. Morbidity and Mortality Weekly Report*. September 6, 2013 (survey results are available at http://www.cdc.gov/tobacco/data_statistics/surveys/nyts.)

¹⁰ Public Health Law & Policy, Technical Assistance Legal Center. *There Is No Constitutional Right to Smoke*. 2005. Available at www.phlpnet.org/tobacco-control/products/there-no-constitutional-right-smoke.

ATTACHMENT 1

6.84.041 Smoke

“Smoke” means the gases, particles or vapors released into the air by combustion, electronic ignition or vaporization when the apparent or usual purpose of the combustion, electronic ignition or vaporization is human inhalation of the resulting combustion products, including but not limited to tobacco smoke, cigarette smoke, marijuana smoke, and gases, aerosol or vapor released by the ignition of e-cigarettes or electronic smoking devices. “Smoke” does not include the product of combustion of incense or similar products when used solely for olfactory purposes and not containing tobacco or nicotine.

Section 4. Amendment of Code. Section 6.84.045 of the Rancho Cordova Municipal Code is hereby amended, to read as follows:

“Smoking” means engaging in an act that generates smoke, as defined in Section 6.84.041 of the RCMC, including but not limited to the lighting or possession of a lighted pipe, cigar, cigarette, or hookah water pipe, an operating e-cigarette or electronic smoking device, as defined in Section 6.84.024 of the RCMC, or a lighted smoke inhalation device of any kind that generates smoke of any kind, from tobacco, marijuana, any liquid cartridge, or any other weed or plant. Smoking does not mean the operation of any device or product specifically approved by the United States Food and Drug Administration for the use in mitigation, treatment, or prevention of disease.

Section 5. Amendment of Code. Section 6.86.040 of the Rancho Cordova Municipal Code, within Chapter 6.86 on the distribution of tobacco products to minors, is hereby amended to read as follows:

“Tobacco product” shall mean any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, chewing tobacco, electronic cigarette, e-cigarette or electronic smoking device, as defined in Section 6.84.024 of the RCMC, or any other form of tobacco or product containing at least fifty percent tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion. “Tobacco product” shall not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence, unless such product emits smoke as defined by Section 6.84.041 of the RCMC.

Section 6. CEQA. Approval of the amendments in this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 7. 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.

ATTACHMENT 1

Section 8. 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:

Robert J. McGarvey, Vice Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2259656.1

U.S. NEWS

Teens' E-Cigarette Use Rises Sharply

Federal Health Official Calls Finding a 'Cause for Great Concern'; Wider Ban Urged on Sales to Youth

By Mike Esterl

A government study indicates a sharp rise in the use of electronic cigarettes by adolescents, a trend that public-health authorities called troubling.

The finding could influence how the Food and Drug Administration regulates the battery-powered devices, which turn nicotine-laced liquid into vapor and represent a small but fast-growing alternative to traditional cigarettes. The FDA hopes to propose regulations for e-cigarettes by next month.

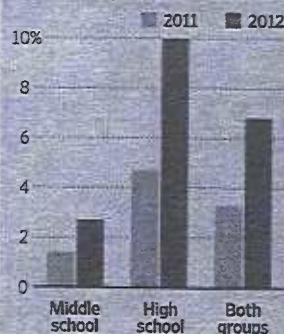
The Centers for Disease Control and Prevention said Thursday that the percentage of high-school students who have tried an e-cigarette rose to 10% in 2012 from 4.7% in 2011. The rate among middle-school students rose to 2.7% from 1.4%. The findings come from the National Youth Tobacco Survey, a questionnaire given annually to roughly 20,000 students.

More than two dozen states have moved since 2010 to ban the sale of e-cigarettes to minors amid an absence of federal oversight. Federal rules already prohibit the sale of traditional tobacco products such as regular cigarettes to anyone under 18.

Though e-cigarettes still deliver highly addictive nicotine, most researchers say they are far less harmful than traditional smokes, which release numerous toxins through combustion. E-cigarette advocates say the devices, whose U.S. sales could top \$1 billion this year, help smokers

Young Lungs

Percentage of U.S. students in grades 6-12 who have used an electronic cigarette at least once



Source: CDC National Youth Tobacco Survey
The Wall Street Journal

Electronic cigarettes turn nicotine-laced liquid into vapor. Their rising use by youth worries health experts.

quit traditional ones. Nearly one in five U.S. adults still smoke regular cigarettes, which are blamed for over 400,000 deaths a year.

But many anti-tobacco groups say e-cigarettes could be a new gateway to traditional smokes. Unlike highly regulated traditional cigarettes, e-cigarettes are sold online and advertised on television. They also come in various flavors, from strawberry to chocolate, while traditional cigarettes may be sold only with tobacco and menthol flavoring.

Tim McAfee, director of the CDC's Office on Smoking and

Health, termed the rising use of e-cigarettes by adolescents "alarming" and said e-cigarette ads are "glamorizing" tobacco products for a new generation.

"This is heading in exactly the wrong direction," Dr. McAfee said in an interview, adding that regulators also should weigh flavor bans in addition to prohibiting sales to minors.

Mitch Zeller, director of the FDA's Center for Tobacco Products, said in a statement the data are "cause for great concern" and "reinforce" the agency's plans to regulate novel tobacco products

such as e-cigarettes.

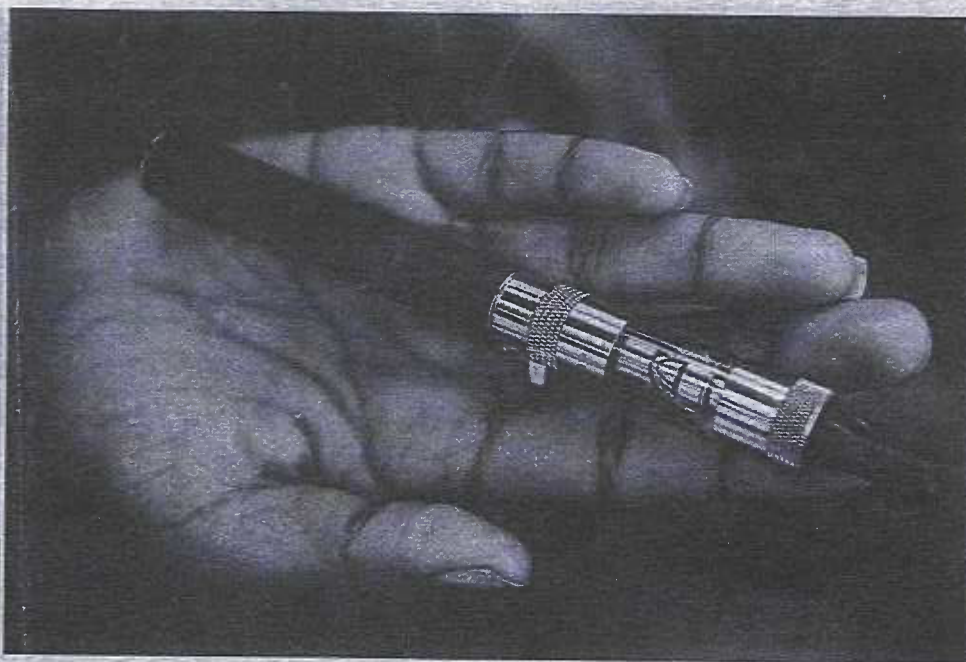
The National Association of Tobacco Outlets, which represents 28,000 stores, backs age limits and says it is unaware any of its members sell e-cigarettes to minors. Many e-cigarette companies say they support bans on selling to minors and that most of their customers are adults who have switched from traditional cigarettes.

"We look forward to a regulatory framework for e-cigarettes that restricts youth access while at the same time doesn't stifle what may be the most significant

harm-reduction opportunity that has ever been made available to smokers," said Murray Kessler, chief executive of Lorillard Inc., a cigarette maker that owns blu, a top-selling e-cigarette brand.

Craig Weiss, chief executive of NJOY Inc., another major e-cigarette maker, said there still is no evidence that e-cigarettes lead teenagers toward traditional cigarettes. He added that NJOY, like Lorillard, requires retailers to verify customers aren't minors.

E-cigarettes overall still represent only about 1% of the roughly \$100 billion U.S. tobacco market.



Getty Images

latimes.com/local/lanow/la-me-ln-los-angeles-ecigarettes-ban-20140304,0,4359853.story

latimes.com

Los Angeles approves sweeping e-cigarette restrictions

By David Zahniser

1:07 PM PST, March 4, 2014

The Los Angeles City Council on Tuesday approved sweeping new regulations that would treat e-cigarettes like conventional cigarettes, after one of the most personal debates to be heard on the council floor in years.

advertisement

On a 14-0 vote, lawmakers outlawed "vaping" -- the practice of inhaling the vapors produced by e-cigarettes -- in most work sites and many public places, including parks and certain beaches.

Lawmakers voted to continue allowing e-cigarette use in so-called vaping lounges, where patrons can try the various e-juices that are loaded into the battery-powered devices. And they narrowly defeated a push by the e-cigarette industry to let the practice continue in 21-and-over establishments, such as bars and nightclubs.

The debate saw lawmakers share their own experiences with tobacco and the hazards that come with it. Councilman Mitch O'Farrell, who pushed for the new restrictions, spoke of his unhappiness at breathing secondhand smoke during his days as a waiter in the early 1990s.

Councilman Joe Buscaino spoke of a relative's decision to turn to e-cigarettes after years of smoking. And Council President Herb Wesson, in the most passionate speech of the day, described his decades-long addiction to cigarettes, a habit he told his colleagues would almost certainly kill him one day.

Wesson said he began smoking because he wanted to be cool.

"When you're 15, you want to be cool," he said. "And I will not support anything -- anything -- that might attract one new smoker."

The debate brought to light the strong views on each side of the e-cigarette debate. Backers of the battery-powered devices portray them as a godsend for those looking to quit conventional smoking. They also warned the research has not yet proven that second-hand emissions from e-cigarettes are harmful to others.

Buscaino introduced an amendment to allow bars and nightclubs to be removed from the new regulations. But his measure received only six votes -- two shy of the amount needed for passage.

E-cigarettes "are not tobacco," he said. "And I don't think they should be regulated exactly the same way."

Foes of e-cigarettes said they threaten to make smoking socially acceptable after years of public opinion campaigns to discourage the habit. Young people who get hooked on the nicotine in e-

cigarettes may then turn to tobacco use, said Jonathan Fielding, director of the Los Angeles County Department of Public Health.

"We don't want to risk e-cigarettes undermining a half-century of successful tobacco control," he said.

ALSO:

[An estimated 17 million people felt 5.1 earthquake in California](#)

[Search halted for California man swept out to sea during baptism](#)

[Three Marines stabbed during fight between Dodgers, Angels fans](#)

david.zahniser@latimes.com

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Position Statement

E-Cigarettes

November 2013

POSITION:

The American Lung Association:

- Supports including e-cigarettes in smokefree laws.
- Supports state laws that would prohibit the sale of any flavored e-cigarette product.
- Supports taxing e-cigarettes at a rate equivalent with all tobacco products, including cigarettes.
- Opposes creating a new definition for “vaping products” in state laws. This tactic, which the tobacco industry is promoting, has the potential to undermine existing tobacco control laws including smokefree laws and tobacco taxes.

BACKGROUND:

On April 25, 2011, the U.S. Food and Drug Administration (FDA) announced that e-cigarettes will be regulated as tobacco products unless the products are marketed as therapeutic (e.g. making a claim that e-cigarettes can help someone quit smoking). Much more research is needed about the potential health effects of e-cigarettes. The American Lung Association and its partners have urged the Obama Administration and FDA to move forward without delay to begin overseeing these products to determine the public health impacts of their use.

Nearly all e-cigarettes contain nicotine that is derived from tobacco. In 2010, courts ruled that e-cigarettes could be regulated as tobacco products under FDA’s Center for Tobacco Products (CTP), particularly since e-cigarette manufacturers “assert that their electronic cigarettes qualify as a tobacco product.”¹ If a company makes a therapeutic claim, the Center for Drug Evaluation and Research (CDER) arm of the FDA would regulate the product.

- According to the FDA, electronic cigarettes, or e-cigarettes, are devices that allow users to inhale a vapor containing nicotine or other substances.²
- Unlike traditional cigarettes, e-cigarettes are generally battery-operated and use an atomizer to heat a refillable cartridge that then releases a chemical-filled vapor.
- E-cigarettes are often available in flavors that may appeal to children and teens, including cotton candy, bubble gum, chocolate, strawberry and mint.³

Who Uses E-Cigarettes?

- An increasing number of youth: According to CDC, the number of students in grades 6-12 reporting having ever used an e-cigarette doubled from 3.3 percent to 6.8 percent from 2011 to 2012. Recent use of e-cigarettes among students grades 6-12 increased from 1.1 percent to 2.1 percent.⁴
- Former and current smokers: According to CDC, during 2010 to 2011, adults reporting that they have used an e-cigarette increased among both sexes, those aged 45-54 years old, non-Hispanic Whites, those living in the South, and current and former smokers. One in five current cigarette smokers has used an e-cigarette, with their use higher than that of former or never-smokers.⁵
- Additional and on-going research is needed to understand the full public health impact of e-cigarettes, including their impact on youth initiation, whether current smokers are switching to these products instead of quitting or are using them in conjunction with regular cigarettes.

What are the Health Effects of E-Cigarettes?

- The health consequences of the use of e-cigarettes and the vapor that they give off are unknown. There is currently no scientific evidence establishing the safety of e-cigarettes. No brand of e-cigarettes has been submitted to the FDA for evaluation of their safety.⁶
- In initial lab tests conducted in 2009, FDA found detectable levels of toxic cancer-causing chemicals, including an ingredient used in anti-freeze, in two leading brands of e-cigarettes and 18 various cartridges.⁷ The lab tests also found that cartridges labeled as nicotine-free had traceable levels of nicotine.
- There is no evidence that shows the vapors emitted by e-cigarettes are safe for non-users to inhale. The use of e-cigarettes in public places and workplaces may also complicate efforts to enforce and comply with smokefree laws. Because e-cigarettes have not been thoroughly evaluated, the American Lung Association supports prohibiting the use of e-cigarettes under smokefree laws.

Can E-Cigarettes Help Someone Quit Smoking?

- The FDA has not approved e-cigarettes as a safe or effective method to help smokers quit. The U.S. Public Health Service has found that the seven therapies approved by the U.S. Food and Drug Administration in combination with individual, group or phone cessation counseling is the most effective way to help smokers quit. Until and unless the FDA approves a specific e-cigarette for use as a tobacco cessation aid, the American Lung Association does not support any direct or implied claims that e-cigarettes help smokers quit.

Why Are E-cigarettes Tobacco Products?

In 2010, the U.S. Court of Appeals for the District of Columbia determined that e-cigarettes should be regulated as tobacco products except when a product makes a therapeutic (quit smoking) claim. The American Lung Association urged FDA to quickly move forward to deem its authority over e-cigarettes so it can begin to regulate e-cigarettes as tobacco products.

- E-cigarette companies sued FDA to be regulated as tobacco products.
- The nicotine used in e-cigarettes is most often derived from tobacco.
- E-cigarette marketing mirrors strategies used by cigarette companies in the past, which they are no longer allowed to use because they appeal to youth.
- FDA has not found e-cigarettes safe and effective in helping smokers quit.
- According to the Centers for Disease Control and Prevention, youth use of e-cigarettes doubled in just one year.

For More Information Please Contact:

Kimberly Amazeen, Vice President of Programs & Advocacy, American Lung Association in California
Kimberly.Amazeen@lung.org or 916-585-7670

¹ *Smoking Everywhere, Inc., and Sottera, Inc. v. U.S. Food and Drug Administration, et al.*, Memorandum Opinion, January 14, 2010.

² U.S. Food and Drug Administration. "E-Cigarettes: Questions and Answers." September 9, 2010. Available at: <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm225210.htm>.

³ U.S. Food and Drug Administration. "FDA Warns of Health Risks Posed by E-Cigarettes." July 23, 2009. Available at: <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm173401.htm>.

⁴ Centers for Disease Control and Prevention. "Electronic Cigarette Use Among Middle and High School Students — United States, 2011–2012." *Morbidity and Mortality Weekly Report*. September 6, 2013; 62(35):729-30.

⁵ King BA, Alam S, Promoff G, Arrazola R, Dube SR. "Awareness and Ever Use of Electronic Cigarettes Among U.S. Adults, 2010–2011." *Nicotine & Tobacco Research*. February 2013; 15:1623-7.

⁶ U.S. Food and Drug Administration. "FDA and Public Health Experts Warn About Electronic Cigarettes." July 22, 2009. Available at: <http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/2009/ucm173222.htm>.

⁷ U.S. Food and Drug Administration. "Summary of Results: Laboratory Analysis of Electronic Cigarettes Conducted by FDA." July 22, 2009. Available at: <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm173146.htm>.

Local Policies on the Use of Electronic Cigarettes

NOVEMBER 2013

Each year we see an influx of new tobacco products on the shelves of stores in our neighborhoods. Cities and counties across California are taking steps to protect their communities from these new and emerging tobacco products by including broad definitions that can adequately capture new products as they are introduced to the market place. One such product that has seen an increase in use and advertising is the electronic cigarette, or e-cigarette. According to the US Food and Drug Administration (FDA), an e-cigarette is a battery powered device that allows users to inhale a vapor containing nicotine or other substances. The safety of these devices is still unknown, and initial studies have found carcinogens and toxic chemicals, including ingredients used to make antifreeze in the vapor. Furthermore, FDA has not approved e-cigarettes as safe and effective in helping smokers quit – despite claims that many e-cigarette manufacturers are making.

In California, the sale of e-cigarettes to minors has been prohibited since 2011, but their use is still largely unregulated. As a result, advocates throughout California have taken steps to ensure that e-cigarettes are regulated and monitored in their communities.

Below is a list of the **44** cities and counties in California that prohibit the use of e-cigarettes in some outdoor areas, some indoor areas, or both. The matrix below specifies the indoor and outdoor areas where e-cigarettes are prohibited by each community. When a policy is noted with an asterisk (*), more details can be found on the last page.

These cities have included e-cigarettes in their existing smokefree laws. For details on how to include electronic cigarettes go to Changelab Solutions' model ordinance on electronic cigarettes at <http://changelabsolutions.org/>.

For specific questions about a city or county policy, please contact the Center. Additional resources on e-cigarettes produced by the Center are available at <http://center4tobaccopolicy.org/tobacco-policy/tobacco-retail-environment/>

The Center for Tobacco Policy & Organizing | American Lung Association in California
1531 I Street, Suite 201, Sacramento, CA 95814 | Phone: (916) 554.5864 | Fax: (916) 442.8585
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www.Lung.org/California | www.Center4TobaccoPolicy.org

City/County	Outdoor Areas							Indoor Areas						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites	Hallways	Hotels/Motels	Multi-Unit Housing	Public Transit	Places of Employment	Restaurants	Theaters/Convention Centers
Walnut Creek October 2013	X	X	X*	X	X	X*	X			X		X	X	
Benicia September 2013				X				X			X		X*	X
Arcata July 2013	X	X	X	X	X					X*	X	X		X
Pico Rivera July 2013				X										
Contra Costa County April 2013	X	X	X	X	X				X	X*	X	X		X
Petaluma January 2013	X	X	X	X	X			X	X	X	X	X	X	X
Daly City October 2012		X	X	X	X		X		X	X		X		X
Mill Valley September 2012	X	X	X	X	X		X	X	X	X*	X	X	X	X
San Fernando September 2012	X	X	X	X	X		X							
Buellton June 2012	X	X	X	X					X		X		X	
Arcadia June 2012		X	X	X	X			X						X
Marin County May 2012	X	X	X	X	X					X	X	X		
Morgan Hill April 2012	X	X	X	X	X			X			X	X	X	X
Orland February 2012		X		X	X									
Mountain View February 2012	X	X		X				X	X		X	X	X	X
Baldwin Park November 2011										X				
Huntington Park September 2011	X	X	X	X	X		X							
El Monte September 2011				X							X			
Concord September 2011	X*		X*	X*	X*	X*			X		X	X	X	X
Los Altos August 2011				X										

City/County	Outdoor Areas							Indoor Areas						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites	Hallways	Hotels/Motels	Multi-Unit Housing	Public Transit	Places of Employment	Restaurants	Theaters/Convention Centers
Tiburon July 2011	X	X	X	X	X			X		X	X	X	X	X
Fairfax June 2011		X	X	X	X			X	X	X	X	X		X
Cupertino May 2011				X										
Carpinteria February 2011	X	X	X	X	X	X		X	X		X	X	X	X
Santa Clara County November 2010	X	X	X	X	X			X	X		X	X	X	X
Union City November 2010	X	X	X	X	X		X	X	X	X	X	X		X
Menlo Park October 2010	X	X	X	X	X			X		X*	X	X	X	X
Saratoga September 2010				X			X				X	X		
South Pasadena August 2010										X				
Sebastopol August 2010	X	X	X	X	X		X		X	X	X	X		X
Eureka July 2010	X	X	X	X	X		X		X	X*	X	X		X
Hawthorne May 2010			X	X										
Crescent City May 2010		X*	X	X							X			
Santa Barbara County April 2010	X*	X	X	X	X				X		X	X		X
Martinez April 2009	X	X	X	X	X		X	X	X	X*	X	X		X
Glendale October 2008	X	X	X	X	X	X	X	X	X	X*	X	X		X
Culver City September 2008	X*			X										
Novato April 2008	X	X	X	X	X		X		X	X	X	X		X
Belmont October 2007	X	X	X	X	X		X		X	X		X		
Gonzales July 2007				X										

City/County	Outdoor Areas							Indoor Areas						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites	Hallways	Hotels/Motels	Multi-Unit Housing	Public Transit	Places of Employment	Restaurants	Theaters/Convention Centers
Temecula May 2007	X*		X	X	X		X	X	X	X	X	X	X*	
Emeryville December 2006	X	X		X	X			X	X	X	X	X*	X	X
Murrieta October 2006	X	X		X	X			X		X*	X		X	X
Inglewood June 2004			X	X										X

Arcata- Only applies to common areas of multi-unit housing

Benicia- Only applies to restaurants with an occupied capacity of 50 or more persons but must not prevent not prevent (1) the designating of a contiguous area within a restaurant that contains no more than 50 percent of the seating capacity of the restaurant as a smoking area, or (2) the providing of separate rooms designated as smoking rooms, as long said room does not take up more than 50% of the restaurant's seating capacity

Concord- Only applies to downtown Concord

Contra Costa County- Only applies to common areas of multi-unit housing

Crescent City- Only applies to entryways of public buildings

Culver City- Excludes outdoor bar patios

Daly City- Only applies to common areas of multi-unit housing

Emeryville- Only applies if there are fewer than 6 employees

Eureka- Only applies to common areas/patios of multi-unit housing

Glendale- Only applies to common areas/patios of multi-unit housing

Martinez- Only applies to common areas of multi-unit housing

Menlo Park- Only applies to common areas of multi-unit housing

Mill Valley- Only applies to common areas of multi-unit housing

Murrieta- Only applies to common areas of multi-unit housing

Temecula- Only applies to outdoor dining areas if there is an on-sale alcohol license

Walnut Creek- Only applies to the Downtown Pedestrian Retail District

CITY COUNCIL WORKSHOP

Grantline 208
(AKT Investments)

and

Arista del Sol
(Pappas Investments)

April 7, 2014

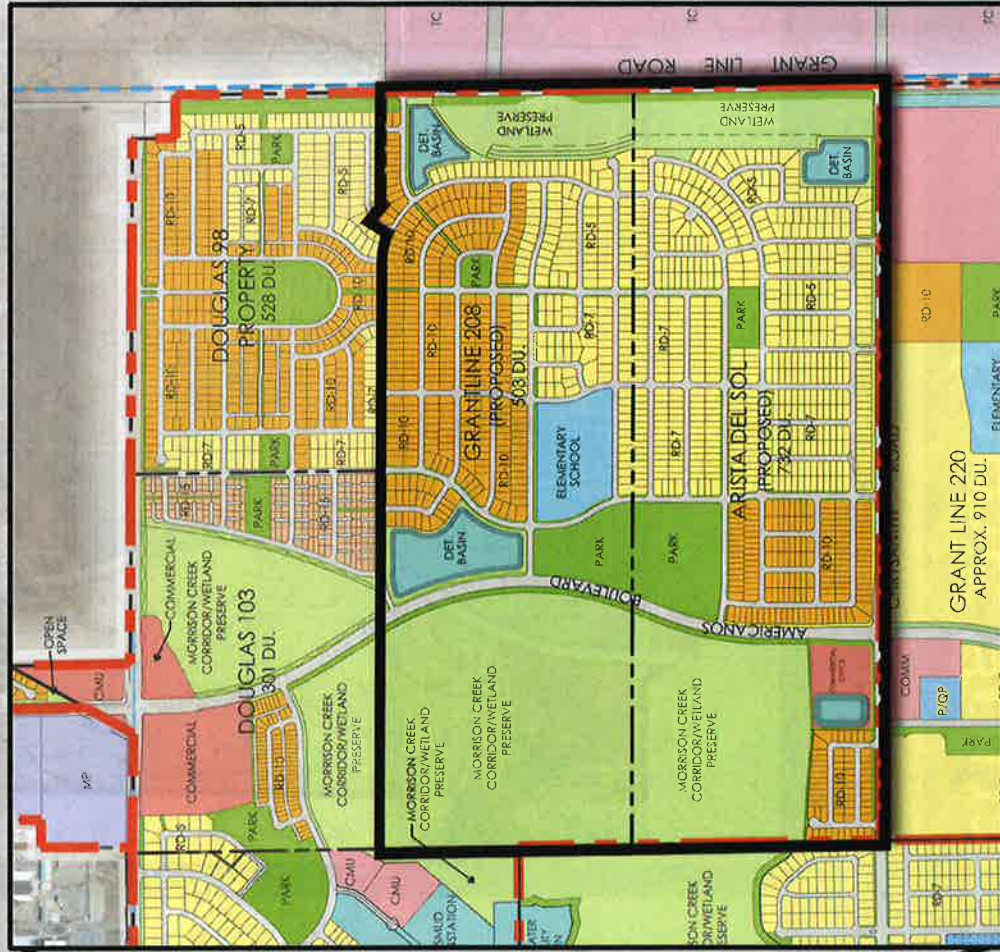
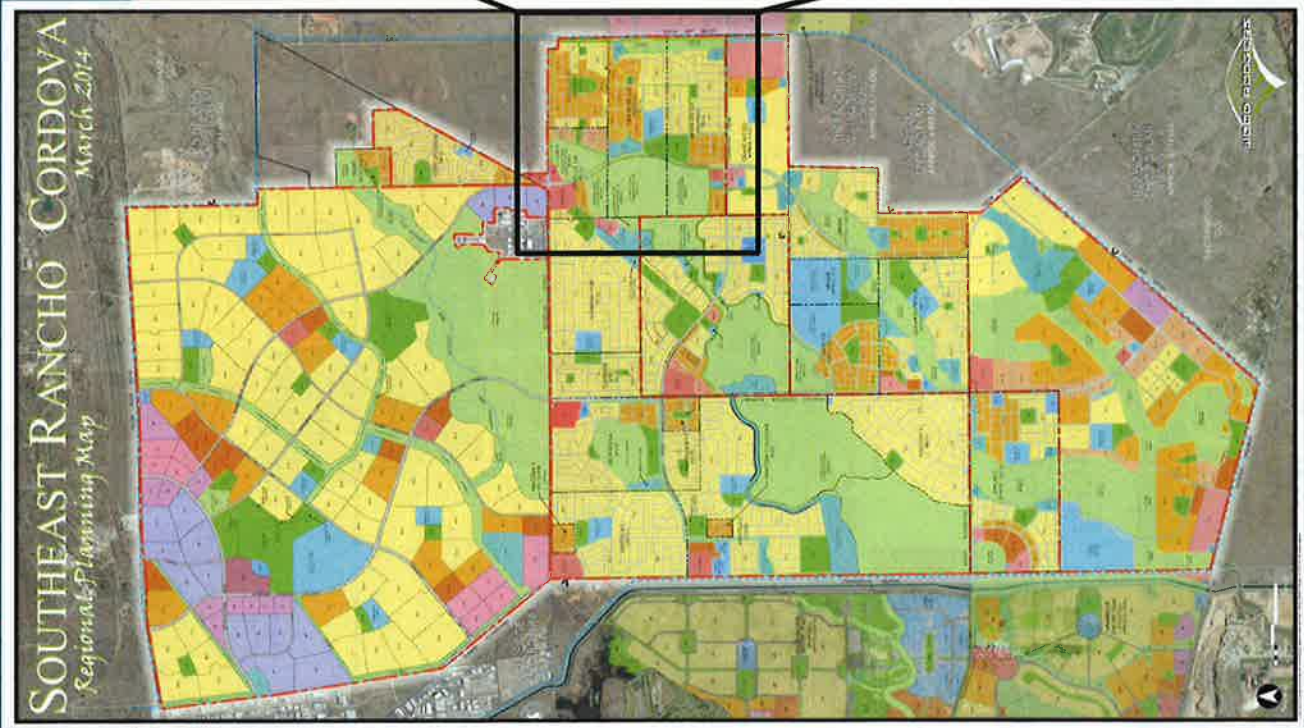


Historical Background

DATES	ACTION ITEMS
July 2002	Sunrise Douglas Community Plan/Sun Ridge Specific Plan Final EIR issued. General Plan Amendment, Specific Plan, Rezone, etc. approved by Sacramento County Board of Supervisors.
July 2006	Development Agreement/TSM approved.
May 2006	Biological Opinion and 404 Permit issued by USFWS/USACE.
July 2007	CNPS Litigation - 2006 404 Permits Suspended by preliminary injunction.
Spring 2008	USACE begins EIS.
November 2010 - February 2011	Final EIS and Record of Decision issued by USACE.
Fall 2012 - Spring 2013	Settlement of litigation with CNPS.
March 2013	Revised USACE 404 Permit issued. - Wetlands preserve added on east side of property. - Additional 23.6-acre wetland preserve.
October 2013	Application for new TSM submitted to City of Rancho Cordova. TSM discussions with City Staff.
January - April 2013	- Design revisions to accommodate additional Class I/Class II bicycle facilities. - Additional paseo/pedestrian connections added to TSM.



Regional Context

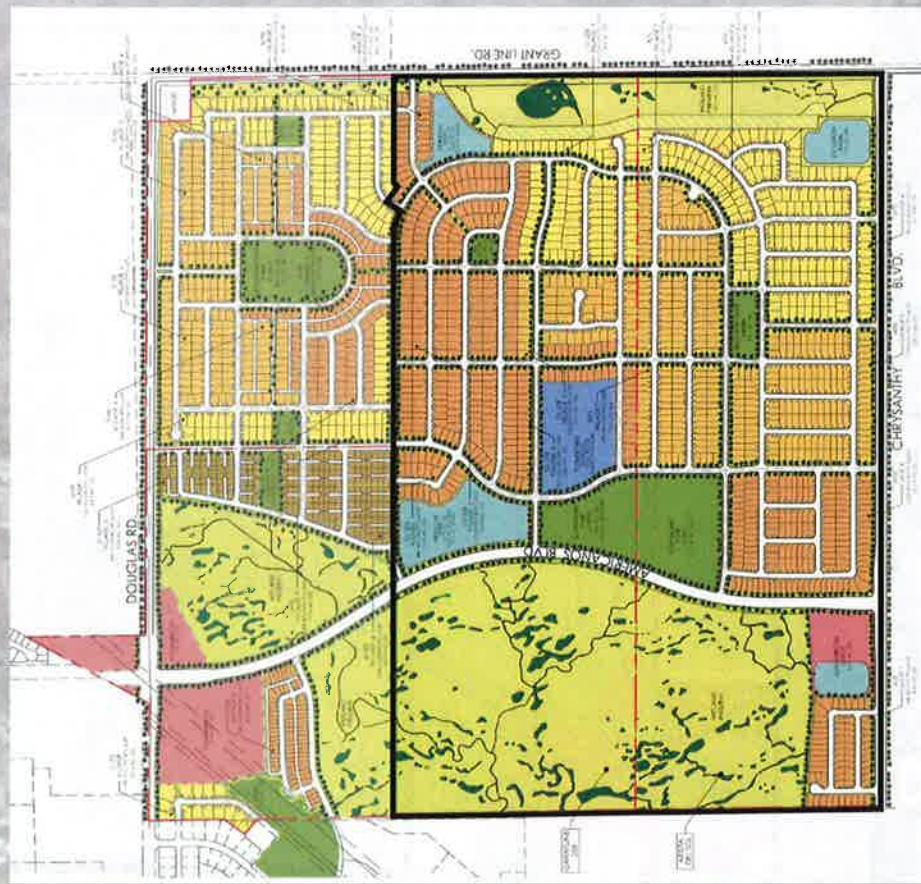


Composite Lotting Study

Approved (2006)



Proposed (1st Submittal 2013)



Composite Lotting Study

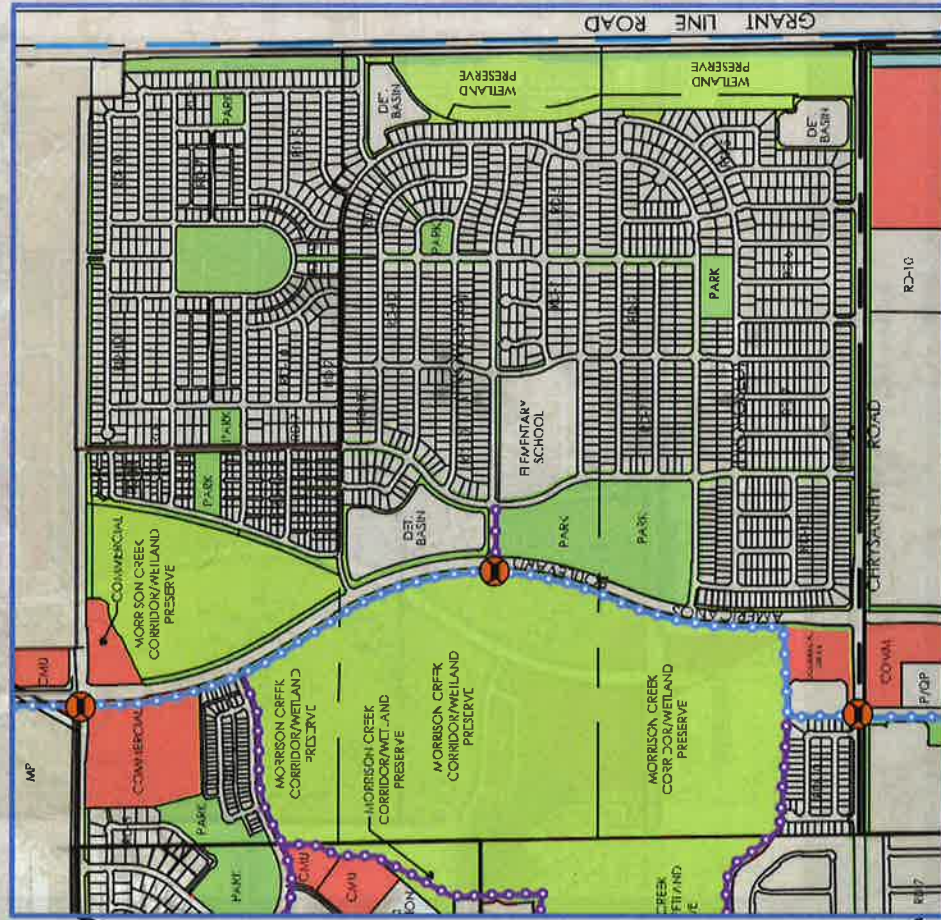
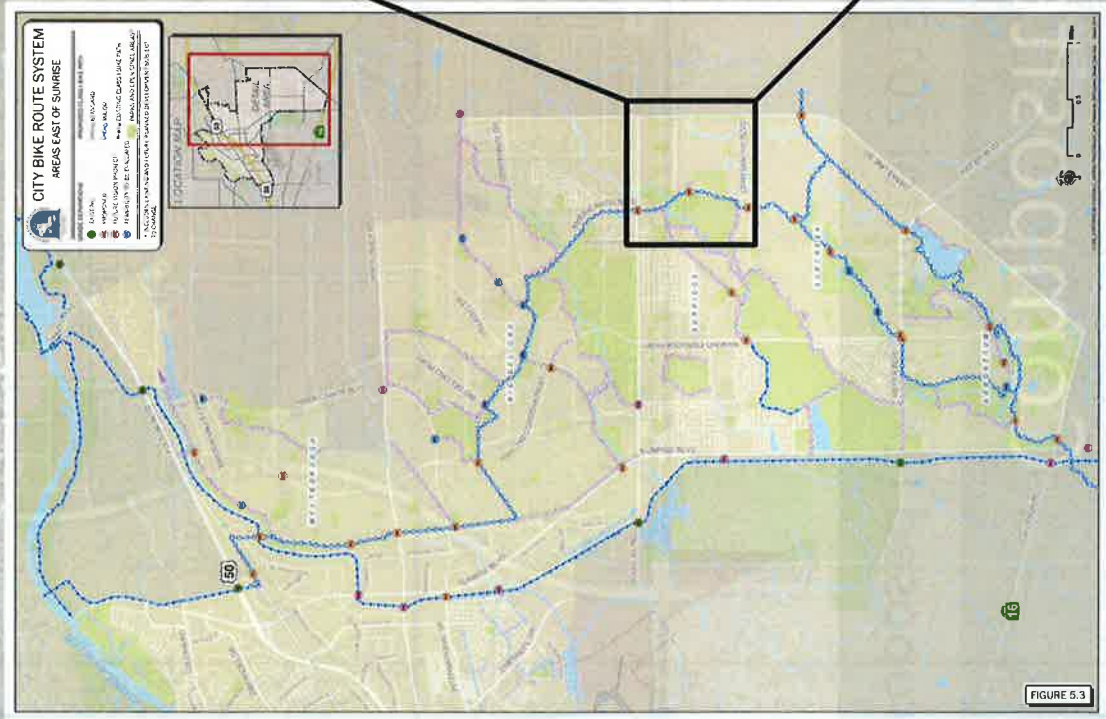
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Current (2014)

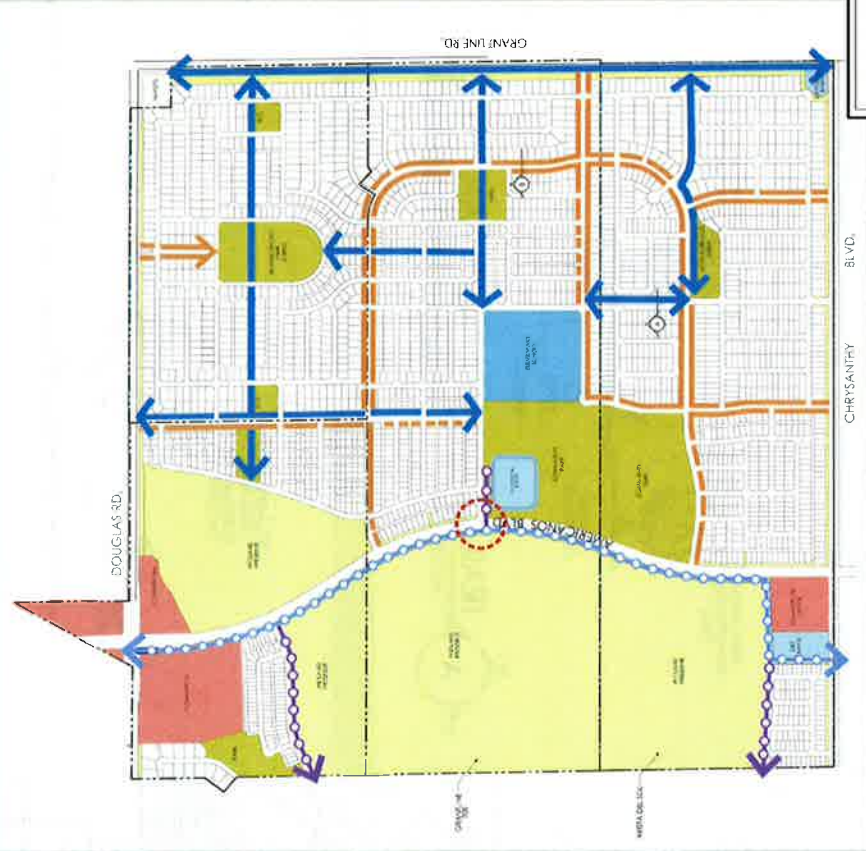


City Bicycle Master Plan



Bikeways and Pedestrian Corridors

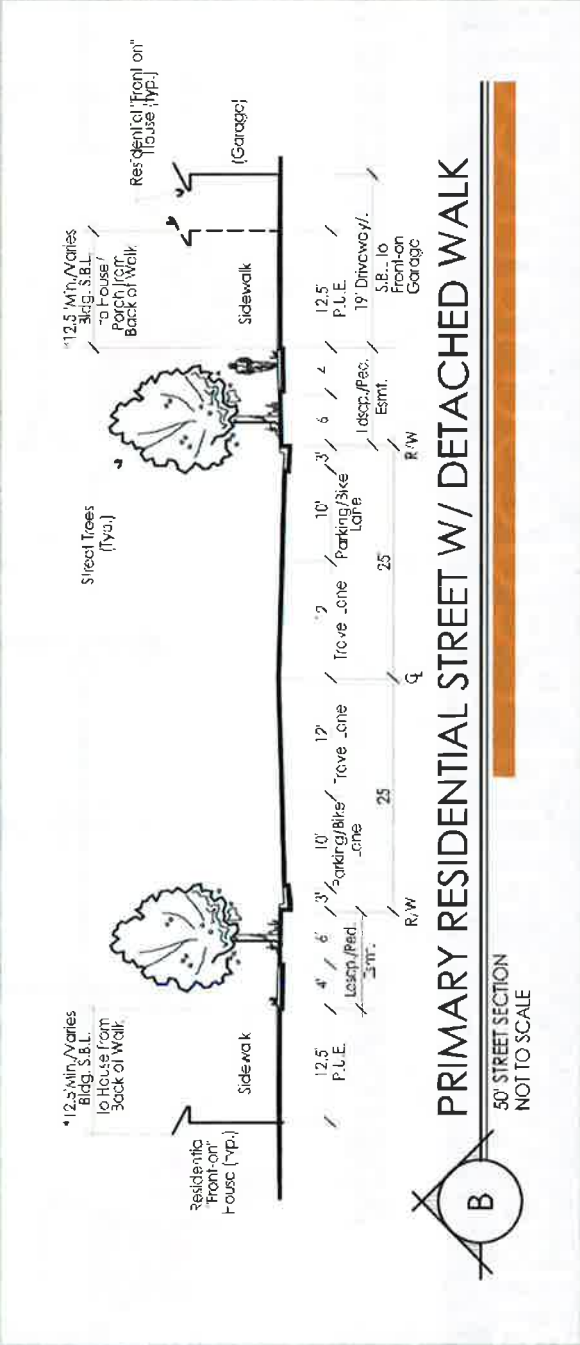
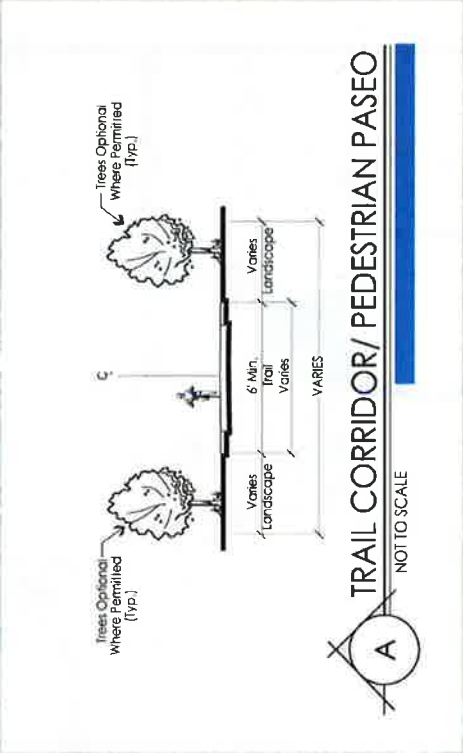
	Approved (2006)	Proposed (2014)
1. Introduction		
2. Background		
3. Objectives		
4. Methodology		
5. Results		
6. Discussion		
7. Conclusion		
8. References		
9. Appendices		
10. Index		



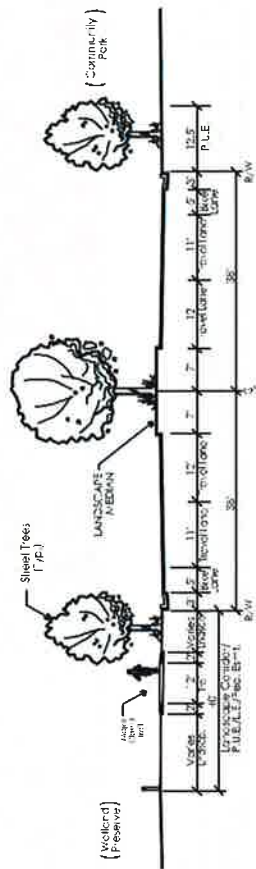
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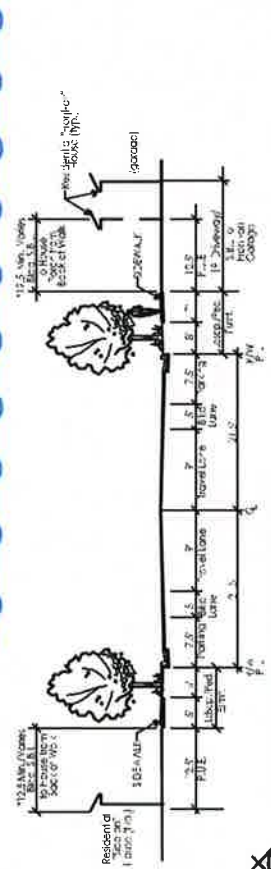
Planned Street & Trails Sections (Approved 2006)



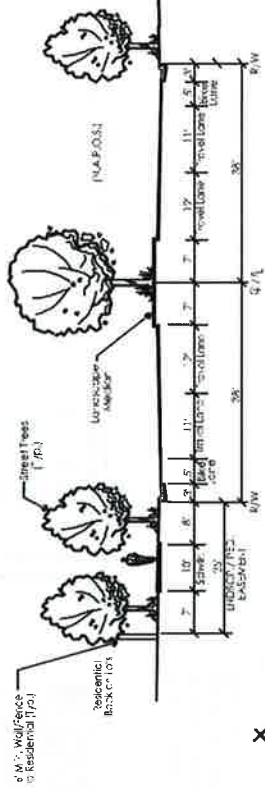
Planned Street & Trails Sections (Proposed 2014)



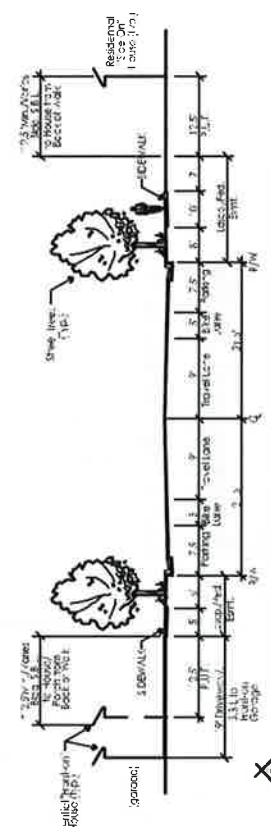
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76 STREET SECTION
NOT TO SCALE



C RESIDENTIAL COLLECTOR
43 STREET SECTION
NOT TO SCALE



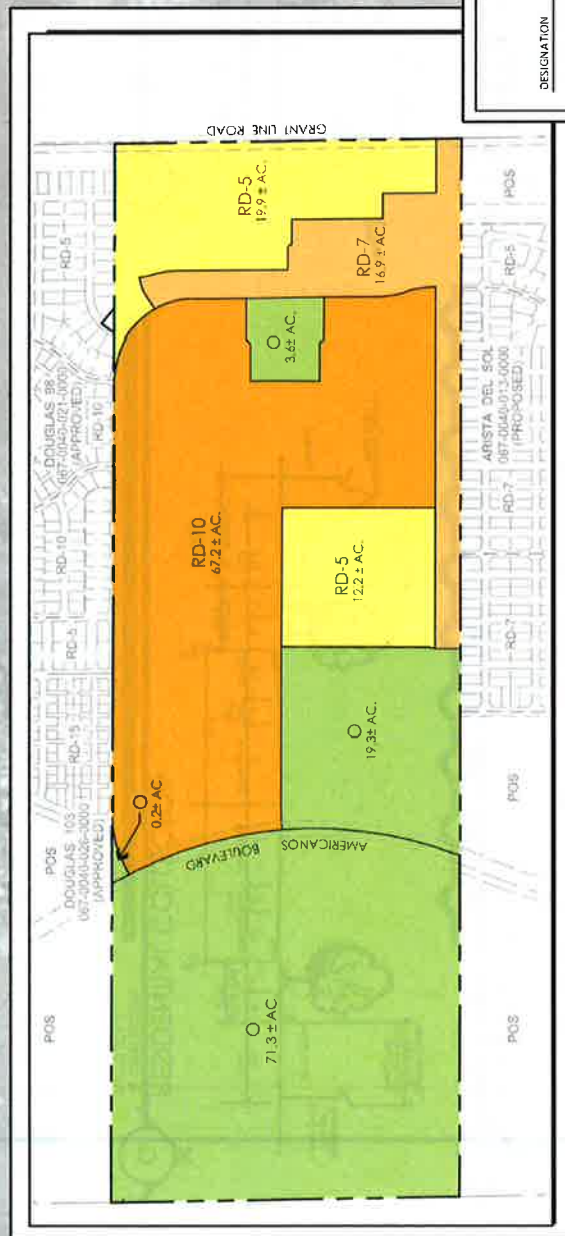
B CHRYSANTHY ROAD
76 STREET SECTION
NOT TO SCALE



D MODIFIED RESIDENTIAL COLLECTOR STREET
43 STREET SECTION
NOT TO SCALE

Grantline 208 (Zoning)

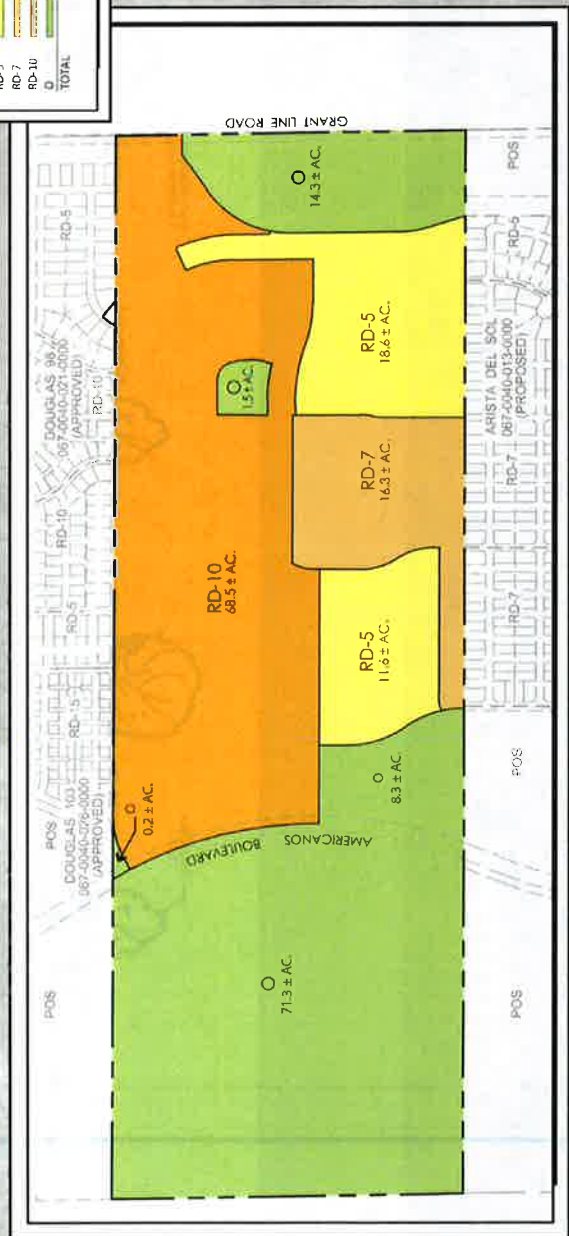
Approved 2006 Zoning Designations



SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
RD-5	SINGLE-FAMILY RESIDENTIAL	32.1	30.2	-1.9
RD-7	SINGLE-FAMILY RESIDENTIAL	16.9	16.3	-0.6
RD-10	SINGLE-FAMILY RESIDENTIAL	67.2	68.5	1.3
O	PARKS AND OPEN SPACE	94.4	95.6	1.2
TOTAL		200.6	200.6	0.0

Proposed 2014 Zoning Designations



Arista del Sol (Zoning)

Approved 2006 Zoning Designations



SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
RD-5	SINGLE FAMILY RESIDENTIAL	38.3	38.8	0.5
RD-7	SINGLE FAMILY RESIDENTIAL	62.8	56.8	-6.0
RD-10	SINGLE FAMILY RESIDENTIAL	39.0	33.2	-5.8
SC	COMMERCIAL/OFFICE	7.7	7.7	0.0
O	PARKS AND OPEN SPACE	62.8	74.1	11.3
TOTAL		210.6	210.6	0.0

Proposed 2014 Zoning Designations



Arista del Sol & Grant Line 208

Rancho Cordova City Council
April 7, 2014
Jessica Jordan, Planning
Albert Stricker, Public Works



Tonight's Agenda

- Project Background
- Overview of projects
- Pedestrian and Bicycle Connectivity
- Detention Basin Design
- Project Phasing
- Grant Line Road Right-of-Way

Project Background

- The projects are being presented tonight for preliminary review and comment.
- The projects are within the Sunridge Specific Plan.
- Current subdivision maps were approved in 2006.
- Since that time, the applicants were required to set aside additional wetland preserve areas.
- Seeking Council input to allow the applicants to move forward with project amendments.

Arista del Sol Tentative Subdivision Map

- The Arista del Sol Tentative Subdivision Map (TSM) was originally approved in February 2006.
- The project included 906 dwelling units at various densities, pedestrian corridors, a portion of a community park, neighborhood park, and other supporting landscape and engineering features.

The site plan illustrates a residential development layout. It features a central green area with a pond, surrounded by a grid of lots. The lots are color-coded: yellow for residential lots and orange for commercial or industrial lots. The plan includes a road labeled 'CHARTER LANE' and various labeled areas such as 'LOT 1', 'LOT 2', 'LOT 3', etc. The plan also includes dimensions and other technical details.

Grant Line 208 Tentative Subdivision Map

- The Grant Line 208 TSM was also originally approved in February 2006.
- The project included 724 dwelling units at various densities, pedestrian corridors, a portion of a community park, neighborhood park, and other supporting landscape and engineering features.

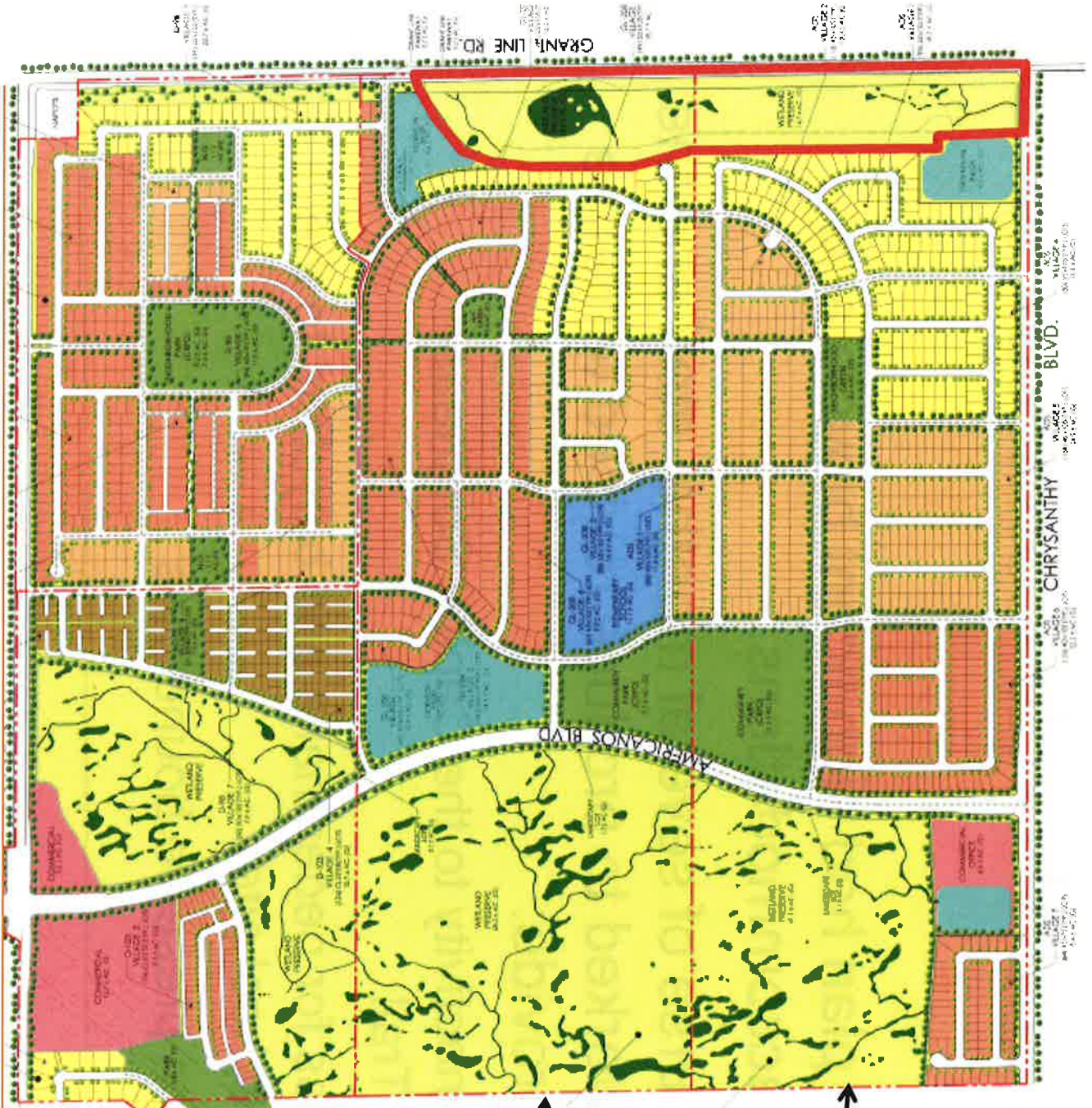
What's Changed Since 2006 Approvals

- The Applicants are seeking to amend their tentative maps for various reasons:
 - ❑ Wetland Permit requirements and limitations
 - ❑ Change to City's parks and open space requirements
 - ❑ Change in marketability of certain housing types and desire to rezone
 - ❑ Change in drainage requirements

2014 Composite Lotting Study

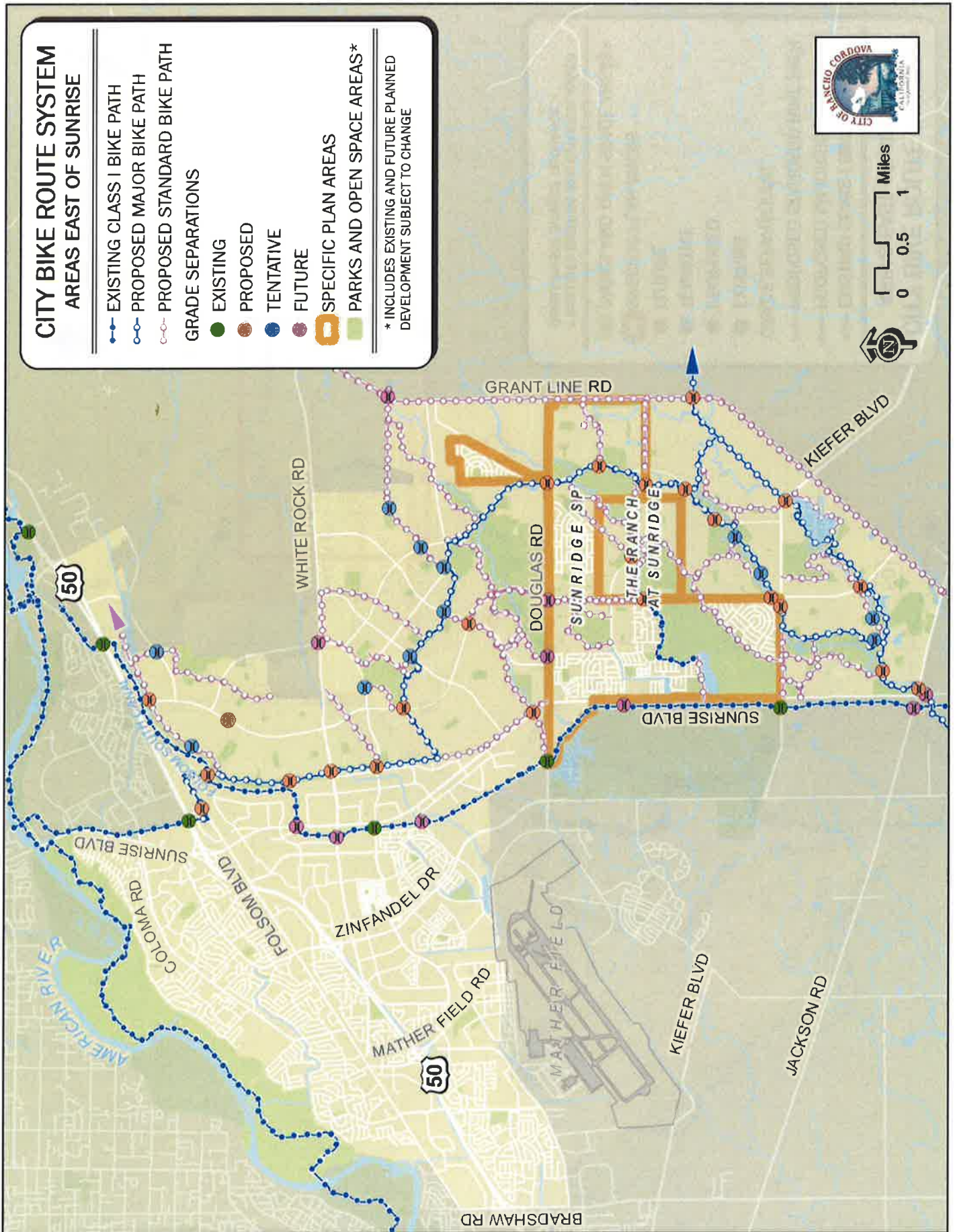
Grant Line 208

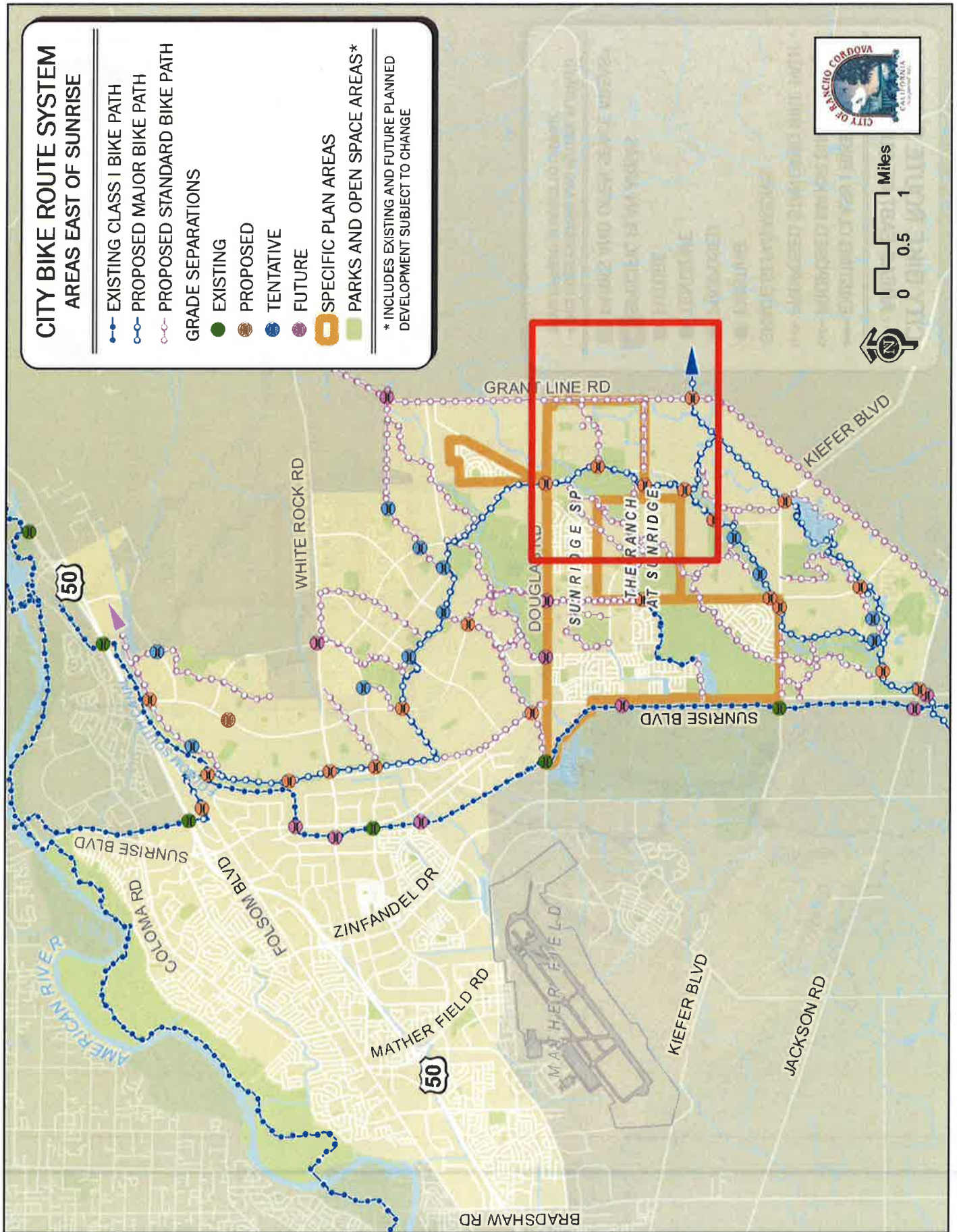
Arista del Sol

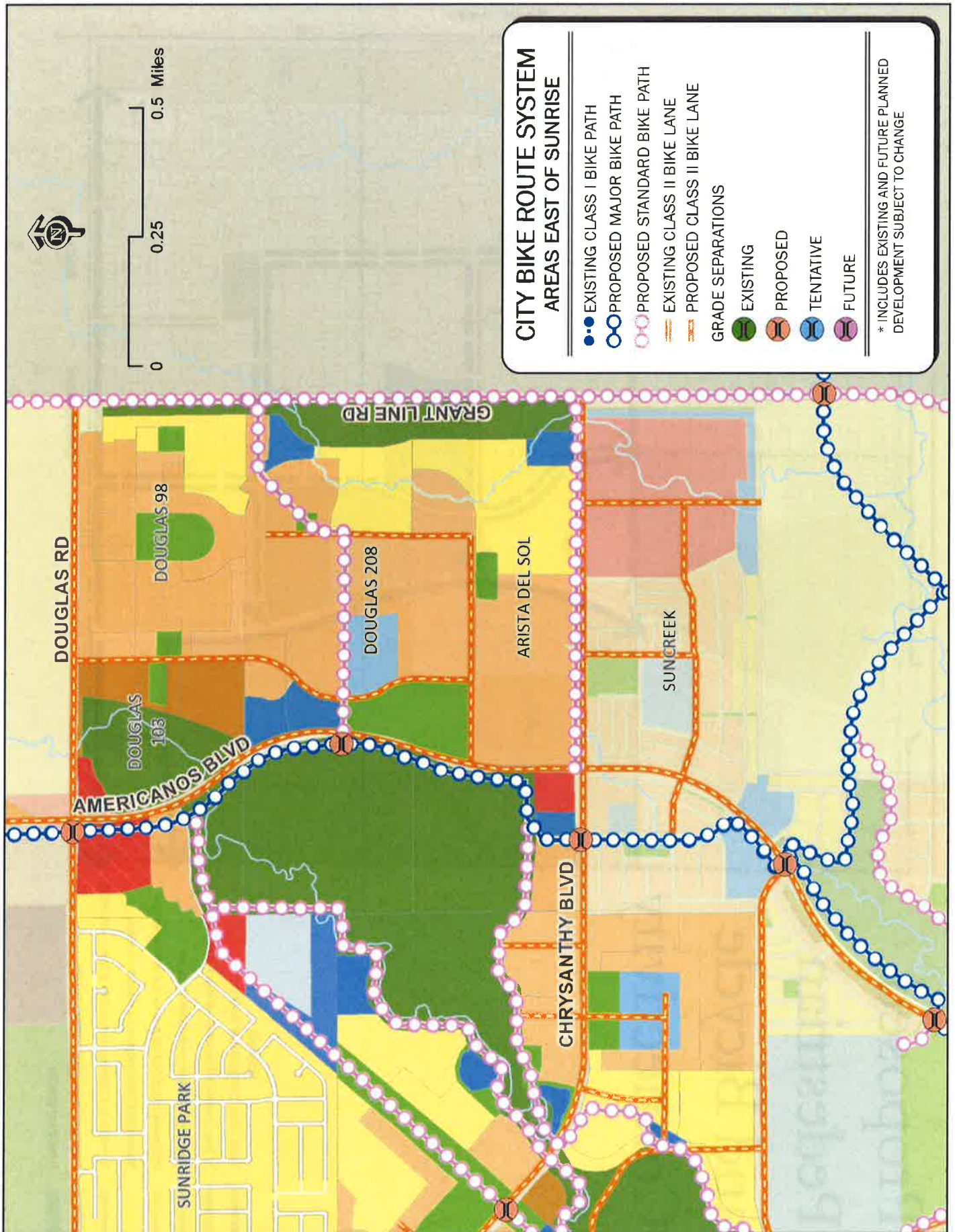


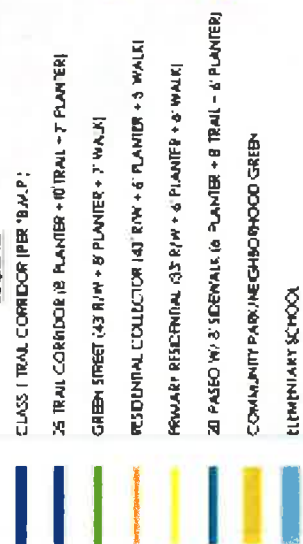
Pedestrian and Bicycle Connectivity

- The original plan had significant bicycle and pedestrian accommodations.
- Over the course of several months, staff and the applicants worked to produce revised tentative maps that provide:
 - Class I connectivity to the Capital Southeast Connector Trail
 - Good access for pedestrians and bicyclists to the parks and school sites
 - Bike trails on preserve boundaries









Detention Basin Design

- These projects will include construction of four detention basins.
- These will be subject to the City's Open Space Guidelines requiring the basins to be designed as a community resource not just an engineering necessity.
- Grant Line 208 includes a very prominent and large detention basin along Americanos Boulevard.

Detention Basin Design

- The applicant has provided a design rendering to ensure compliance with design requirements can be met.
- Conditions of approval will be included in the approvals for all basins to be designed to this standard along their useable edges.
- Provides additional amenities important to the community. Some additional maintenance cost.



Detention Basin Design

Project Phasing

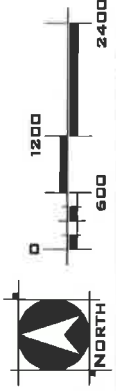
GRANTLINE 208 PHASE 2 ACCESS & INFRASTRUCTURE PLAN



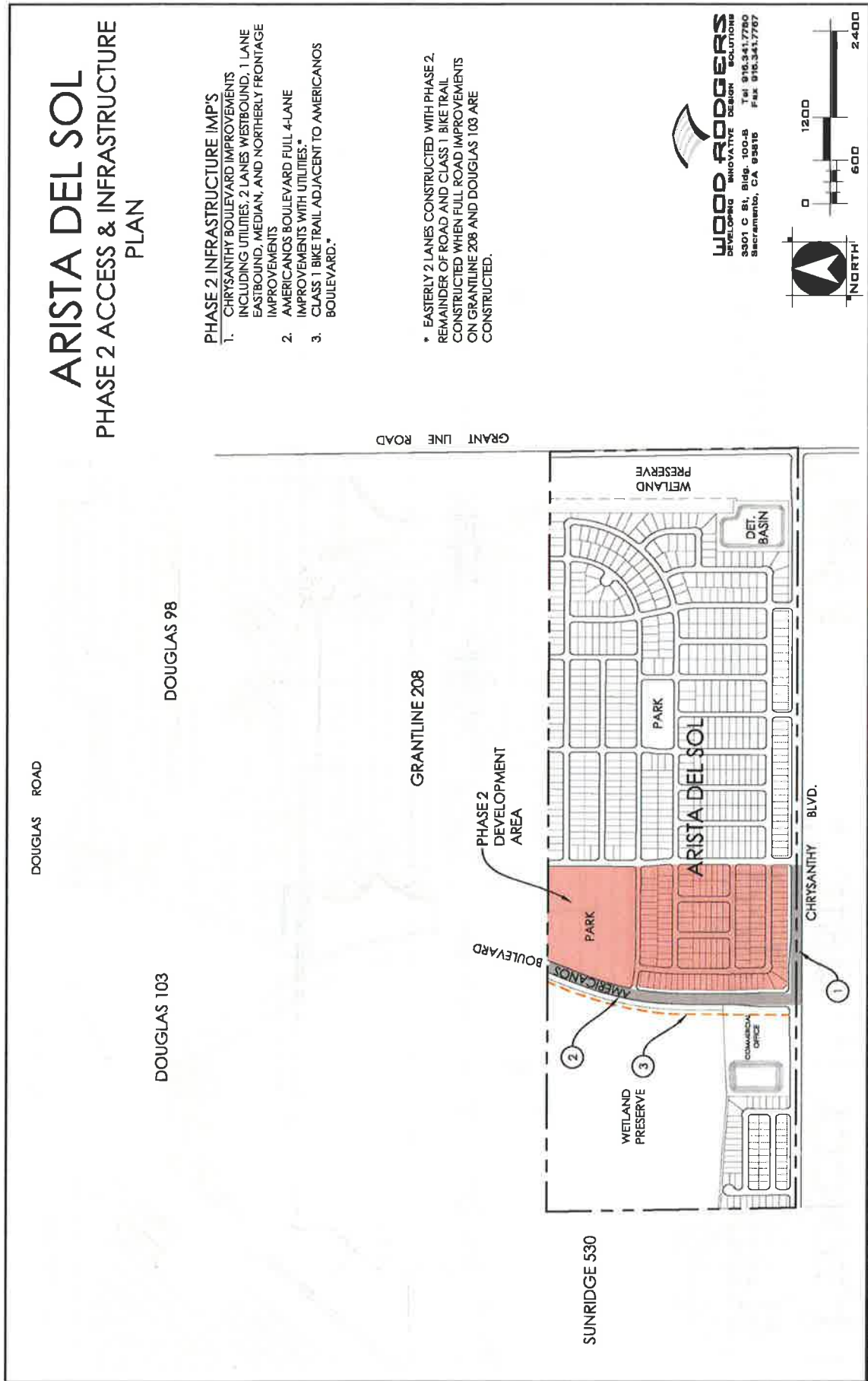
- PHASE 2 INFRASTRUCTURE IMP'S
1. AMERICANOS BOULEVARD FULL 4-LANE IMPROVEMENTS WITH UTILITIES.*
 2. AT-GRADE BICYCLE CROSSING.*
 3. CLASS 1 BIKE TRAIL ADJACENT TO AMERICANOS BOULEVARD.*
 4. CLASS 1 BIKE TRAIL.

* EASTERLY 2 LANES TO BE CONSTRUCTED WHEN ARISTA DEL SOL EASTERLY 2 LANES ARE CONSTRUCTED. REMAINDER OF ROAD AND CLASS 1 BIKE TRAIL TO BE CONSTRUCTED WHEN FULL ROAD IMPROVEMENTS ON DOUGLAS 103 ARE CONSTRUCTED.

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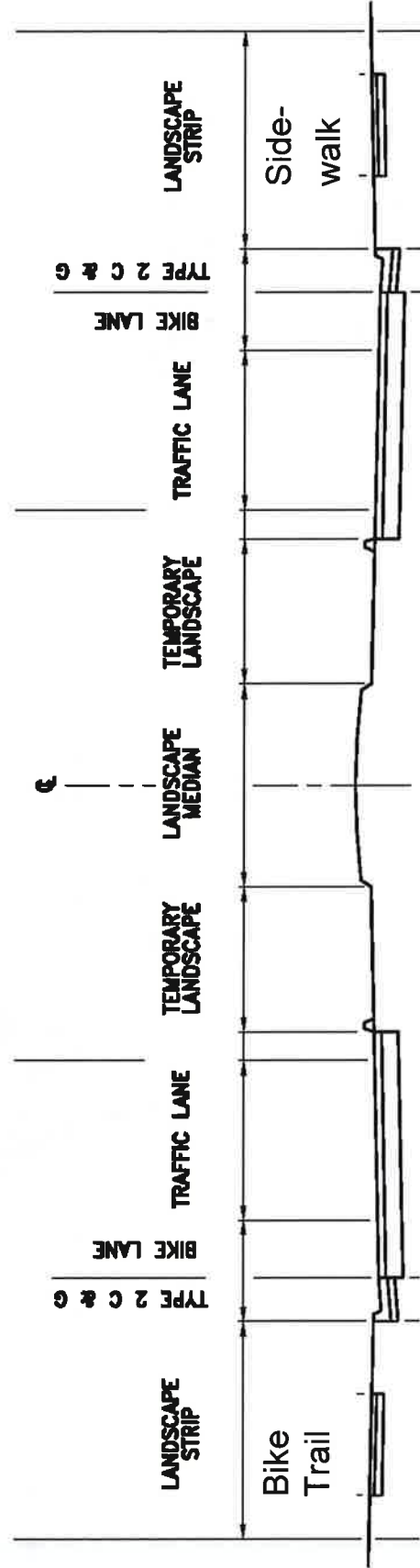


Project Phasing



Project Phasing

Recommended Americanos Phasing



Grant Line Road Right-of-Way



- Grant Line Road is designated a 6-lane expressway in the General Plan.
- Designated connector route.
- Because of environmental resources within the project site, the applicant is unable to provide the required 100' of right-of-way at "Casper" .

Grant Line Road Right-of-Way



- Adequate right-of-way has not been provided at the “Casper” wetland area per the General Plan.
- Recommended alternatives:
 - ❑ Realign Grant Line to the east with County.
 - ❑ Route bicycle trail adjacent to proposed homes.
 - ❑ Pursue a new permit for additional right-of-way.

Conclusion

- The applicants and staff have worked collaboratively on the redesign and have achieved most of the goals for subdivisions.
- Next steps will include preparation of materials for Council action on the proposed rezones, revised tentative maps in the near future.

