CITY OF Rancho Cordova
Incorporated July 1, 2003

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

Monday, July 02, 2012

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member

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

City Council Regular Mtg | ~~CANCELLED MTG~~ | City Council Special Mtg | ~~CANCELLED MTG~~ | CITY HALL CLOSED

2012

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CITY HALL CLOSURE DATES
Mon, Jan 2 - Day After New Year's Day
Mon, Jan 16 - Martin Luther King Jr. Day
Fri, Feb 17 - Furlough Day
Mon, Feb 20 - President's Day
Fri, Apr 6 - Furlough Day
Mon, May 28 - Memorial Day
Wed, Jul 4 - Independence Day
Mon, Sep 3 - Labor Day
Mon, Nov 12 - Veterans Day
Thu, Nov 22 - Thanksging Day
Fri, Nov 23 – Day After Thanksgiving Day
Mon, Dec 24 - Christmas Eve
Tue, Dec 25 - Christmas Day
Mon, Dec 31 - New Year's Eve

2013 - Proposed

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

*Dates Pending Approval

2014 - Proposed

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CITY HALL CLOSURE DATES
Mon, Jan 20 - Martin Luther King Jr. Day
Mon, Feb 17 - President's Day
Mon, May 26 - Memorial Day
Fri, Jul 4 - Independence Day
Mon, Sep 1 - Labor Day
Tue, Nov 11 - Veteran's Day
Thu, Nov 27 - Thanksging Day
Fri, Nov 28 – Day After Thanksgiving Day
Wed, Dec 24 - Christmas Eve
Thu, Dec 25 - Christmas Day
Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

*Dates Pending Approval

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, July 02, 2012

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Rajan Zed, Universal Society of Hinduism, will give the invocation.

5. PRESENTATIONS

5.1 Folsom Boulevard Construction Update by Senior Engineer, Albert Stricker.

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

8.1 **Subject:** Meeting Minutes of:
a) June 18, 2012 Regular Meeting; and
b) June 26, 2012 Special Meeting.
Recommendation: Adopt Minutes.

8.2 **Subject:** Clear Channel Outdoor Digital Freeway Signs Project - Zoning Code Amendment
Recommendation: Waive second reading and adopt Ordinance No. 16-2012.
Result of Recommended Action: Approving this Zoning Code Amendment establishes a Conditional Use Permit requirement and development standards for digital freeway signs within the City limits. The proposed Zoning Code amendment would require any applicant desiring to install a digital freeway sign to apply for a Conditional Use Permit from the City Council and enter into an Operating Agreement with the City.
Staff Report: Curt Haven, Economic Development, Jessica Jordan, Planning Department
Advances Goal: 6.

8.3 **Subject:** Resolution Authorizing the City Manager to Execute a Non-Exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreement
Recommendation: Adopt Resolution No. 55-2012.
Result of Recommended Action: Adoption of a resolution will allow the City Manager to execute a Commercial Solid Waste and Recyclables Collection Franchise Agreement with Zanker Road Resources Management, LTD.
Staff Report: Cyrus Abhar, Public Works Director
Advances Goals: 5.

8.4 **Subject:** Resolution of Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls
Recommendation: That Council:
a) Adopt Resolution No. 56-2012; and
b) Set a Public Hearing for July 16, 2012.
Result of Recommended Action: Adoption of this resolution will begin the process to allow delinquent refuse service charges to be collected on the property tax rolls.
Staff Report: Donna Silva, Finance Department
Advances Goal: 5.

8.5 **Subject:** Resolution Adopting the Process for the Disposition of Successor Agency Real Property Assets
Recommendation: Adopt Agency Resolution No. SA 5-2012.
Result of Recommended Action: Adoption of this resolution will allow staff to move forward with disposing of real property assets owned by the Successor Agency.
Staff Report: Micah Runner, Economic Development Department
Advances Goal: 6
COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Consideration of the Proposed Use of Recently Awarded State Local Housing Trust Fund (LHTF) Matching Grant Funds to Support the Horizon Senior Project, Mather Veterans' Village or Similar Development Opportunities
Recommendation: Adopt Resolution No. 57-2012.
Result of Recommended Action: Adoption of this resolution will permit staff to proceed with actions required to commit grant money on a timely basis.
Staff Report: Reed Flory, Housing Division
Advances Goals: 1, 2, 3, 5, and 6.
GROWING STRONG NEIGHBORHOODS

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Resolution Authorizing the City Manager to Sign an Exclusive Negotiating Rights Agreement (ENRA) with Urban Housing Communities (UHC), and the Authority to Authorize the Expenditure of Local Housing Trust Fund (LHTF)Grant Money for Predevelopment Costs on the Horizons @ New Rancho Senior Housing Project
Recommendation: Adopt Resolution No. 58-2012.
Result of Recommended Action: Adoption of this resolution will allow the city manager to sign the approved ENRA which will allow UHC to engage in predevelopment activities and incur predevelopment costs for the Horizons @ New Rancho senior housing project.
Staff Report: Reed Flory, Housing Division
Advances Goals: 1, 2, 3, and 6.
GROWING STRONG NEIGHBORHOODS

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Major Projects Update:

- Entertainment Center Agreement and Environmental Analysis Project Update

14. ADJOURNMENT

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

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

Conference with real property negotiators (Government Code Section 54956.8) Real Property Located at: 10235 Folsom Boulevard, APN: 076-0213-01 and 076-0213-012 and 10259 Folsom Boulevard, APN: 076-0213-003, 076-0213-004, and 076-0213-005.

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case.

Conference with legal counsel, existing litigation (Government Code Section 54956.9(a) Health, Education & Legal Patients' Rights, a California Unincorporated, Non-Profit Association v. the City of Rancho Cordova , et al.; Sacramento County Superior Case No.: 34-2012-80001146.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
Tuesday, July 10, 2012	*5:30 p.m. Special Meeting/Work Session – Cordova Community Council Discussion*
Monday, July 16, 2012	*5:30 p.m. Regular Meeting*
Tuesday, July 24, 2012	*5:30 p.m. Special Meeting/Work Session – Horizons Design Review and Economic Development Work Plan*
Monday, August 6, 2012	***Regular Meeting – CANCELLED – Council Dark Day***
Tuesday, August 14, 2012	***Special Meeting/Work Session – CANCELLED***
Monday, August 20, 2012	*5:30 p.m. Regular Meeting*
Monday, September 3, 2012	***LABOR DAY HOLIDAY – CITY HALL CLOSED***
Tuesday, September 4, 2012	*4:00 p.m. Special Meeting/Work Session* *5:30 p.m. Regular Meeting*
Tuesday, September 11, 2012	*5:30 p.m. Special Meeting/Work Session – TBD*
Monday, September 17, 2012	*5:30 p.m. Regular Meeting*
Tuesday, September 25, 2012	*5:30 p.m. Special Meeting/Work Session – TBD*
Monday, October 1, 2012	*4:00 p.m. Special Meeting/Work Session* *5:30 p.m. Regular Meeting*
Tuesday, October 9, 2012	*5:30 p.m. Special Meeting/Work Session – TBD*
Monday, October 15, 2012	*5:30 p.m. Regular Meeting*
Monday, November 5, 2012	*4:00 p.m. Special Meeting/Work Session – TBD* *5:30 p.m. Regular Meeting*
Monday, November 12, 2012	***VETERAN'S DAY HOLIDAY – CITY HALL CLOSED***
Tuesday, November 13, 2012	*5:30 p.m. Special Meeting/Work Session – City Manager's and Departments Evaluation*

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, July 02, 2012 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on June 28, 2012 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 June 28, 2012 at Rancho Cordova, California.

Mindy Cuppy

Mindy Cuppy, CMC, City Clerk

CITY OF Rancho Cordova
Incorporated July 1, 2003

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, June 18, 2012

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

Council Members Present:	Cooley, McGarvey, Skoglund, Budge, Sander
Council Members Absent:	None
Staff Members Present:	Gaebler, Lindgren, Cuppy, Kellerman, Abhar, Junker, Silva, Crone, Downton, Garcia, Holt, Runner, Simpson, Silva, Jordan, Behrends, Borre, Sparkman, Richeal, Chan, Blair, Snyder, Peterson, and Haven

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

George E. Johnson led the pledge.

4. INVOCATION

Pastor Jeff Koons, First Covenant Church, gave the invocation.

5. PRESENTATIONS

5.1 Mayor Sander presented proclamation to Eppie Johnson in Recognition of the 39th Annual "Eppies Great Race".

5.2 Cordova Community Council Executive Director, Shelly Blanchard presented on Kids Day 2012 and iFest.

5.3 City of Rancho Cordova Senior Engineer Kathy Garcia Senior Engineer and Rental Housing Association Environmental Compliance Program Coordinator Cindel Pena gave update on Multifamily and Commercial Recycling

ACTION: Motion by Budge second by Cooley; Council reordered the agenda take up closed session during the scheduled break, following presentations in the Community Board Room.

5.4 Vice Mayor Budge introduced County Health Officer, Dr. Olivia Kasirye, who presented on "A Prescription for a Healthy Community".

At this point (6:33 PM) Council took a brief recess and went into closed session in the Community Board room.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board room at 6:43 PM.

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

Council Members Absent: None

Staff Present: Gaebler, Lindgren, Runner, Haven, Junker

16. CLOSED SESSION

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), two (2) potential cases.

The full Council reconvened to the regular meeting at 7:15 PM.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

6. PUBLIC COMMENT

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

- Joy Moon regarding naming of fireworks stands in Rancho Cordova
- Larry Ladd regarding family entertainment center / bingo hall

Mayor Sander 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 McGarvey; Council approved the Consent Calendar with a revision to Agenda Item 8.3, changing the amount not to exceed from $3,000,000 to $4,000,000.
Carried by a 5:0 roll call vote.

8.1 **Subject:** Meeting Minutes of:
a) May 21, 2012 Special and Regular Meeting;
b) May 29, 2012 Special Meeting;
c) June 4, 2012 Special and Regular Meeting; and
d) June 12, 2012 Special Meeting.
Recommendation: Adopt Minutes.

8.2 **Subject:** Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and a Resolution Preliminarily Approving the Engineer's Annual Levy Report and Declaring Its Intention to Levy and Collect Annual Assessments for the Landscaping and Lighting District 2005-1 for Fiscal Year 2012/2013
Recommendation: That Council:
a) Adopt Resolution No. 49-2012; and
b) Adopt Resolution No. 50-2012.
Result of Recommended Action:
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 5.

8.3 **Subject:** Resolution Authorizing the City Manager to Execute a First Amendment with California Pavement Maintenance, Co., Inc. for Citywide On-Call Street Maintenance Services
Recommendation: Adopt Resolution No. 51-2012.
Result of Recommended Action: Adoption of this resolution will allow the City to continue receiving services by California Maintenance Services, Co., Inc. The amendment will increase the not to exceed amount from $3,000,000 to $5,000,000 due to the increased quantity of work.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, and 5.

8.4 **Subject:** Montelena Douglas - Project No. DD6667 - Rezone and Development Agreement Amendment
Recommendation: Waive the second reading and adopt Ordinance No. 12-2012, rescinding Ordinance No. 7-2012 completely and approving a new second amendment to the Development Agreement and a zone change for Villages 4 and 5 for the Montelena Project.
Result of Recommended Action: Adoption of this ordinance will allow the owner to increase the commercial opportunity within the original Montelena project and provide Metro Fire with a permanent site for a new station. This modification will provide a better balance with land uses in the area, and capitalize on a significant corner of Douglas Road and Rancho Cordova Parkway that was not anticipated in the County's adoption of the Sunridge Specific Plan.
Staff Report: Paul Junker, Planning Department
Advances Goals: 1 and 6
GROWING STRONG NEIGHBORHOODS

8.5 **Subject:** Resolution Authorizing the City Manager to Execute Contract No. 35-2012 with Fuel Creative Design for Design Services for City Views Newsletter and the Annual Legislative Platform Package
Adopt Resolution No. 52-2012.
Result of Recommended Action: Adoption of this resolution will allow the City Manager to execute Contract No. 35-2012 with Fuel Creative Design for a one-year period (four issues) of City Views from July 1, 2012 through June 30, 2013, and the federal fiscal year 2014 legislative platform package.
Staff Report: Troy Holt, City Manager's Office
Advances Goals: 1 and 3.
GROWING STRONG NEIGHBORHOODS

8.6 **Subject:** Adoption of the Fiscal Year 2012/2013 Operating Budget for the City of Rancho Cordova and the Successor Agency for the Community Redevelopment Agency of the City of Rancho Cordova, Including the Determination of the Appropriations (Gann) Limit for Same, and Adoption of the Five-Year Capital Improvement Plan 2012-2017
Recommendation: That Council:
Adopt Proposed Budget (and All Policies Contained Therein), Appropriation Limit and Five Year Capital Improvement Plan (CIP) for Fiscal Year 2012/2013 for the City of Rancho Cordova and the Successor Agency to the Community Redevelopment Agency for the City of Rancho Cordova by adopting:
a) Resolution No. 46-2012 Approving the Appropriations Limit for Fiscal Year 2012/2013 and Making the Annual Election for Adjustment Factors;
b) Resolution No. 47-2012 Approving the Citywide Operating Budget for the City for the Fiscal Year July 1, 2012 through June 30, 2013, and Providing for the Appropriations and Expenditures of All Sums Set Forth Therein;
c) Successor Agency to the CRA Resolution No. SA-4-2012 Approving the Operating Budget for the Agency for the Fiscal Year July 1, 2012 through June 30, 2013, and Providing for the Appropriations and Expenditures of All Sums Set Forth Therein; and
d) Resolution No. 48-2012 Approving the Five Year Capital Improvement Plan for the Five Fiscal Years Beginning July 1, 2012 and Ending June 30, 2017.
Result of Recommended Action: The Public Hearing for this item was held on June 4, 2012 which provided the public with the opportunity to have input on the Fiscal Year 2012/2013 budget prior to adoption of same by the City Council. The budget and Five Year CIP may be adopted, with state required Gann (appropriation) limit calculations.

The adoption of the budget will provide financial and program guidelines for the City and Successor Agency's operations for period beginning July 1, 2012 and ending June 30, 2013. The budget provides both anticipated resources and planned uses of those resources.

Approval of the Appropriations Limit and factors used therein will ensure compliance with state law. Adoption of the Five Year Capital Improvement Plan will provide a spending plan and timeline for approved projects and ensures that adequate resources are allocated to provide funding for these multiple year, large scale projects.
Staff Report: Donna Silva, Finance Department
Advances Goal: 5
COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

9.1 **Subject:** Resolution of Formation of the City of Rancho Cordova Lighting District No. 2012-1
Recommendation: That Council holds a public hearing and:
a) Adopt Resolution No. 53-2012 approving the Engineer's Report and authorizing the levy of assessments in Fiscal Year 2012-2013; and
b) Adopt Resolution No. 54-2012 authorizing the City Manager to execute an Agreement for Transition of Operations and Maintenance of Street Lights and Highway Safety Lights.

Result of Recommended Action: The recommended action will establish the maximum assessment rates in the newly formed District and will provide annual funding for street lights and safety lights. There is no new financial impacts to existing residents.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5

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

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No.'s 53-2012 and 54-2012.
Carried by a 5:0 roll call vote.

10. PUBLIC HEARING ITEMS

10.1 **Subject:** **Subject:** Clear Channel Outdoor Digital Freeway Signs Project - Zoning Code Amendment - **CONTINUED FROM MAY 21, 2012**
Recommendation: Introduce and waive first reading of Ordinance No. 16-2012.
Result of Recommended Action: Approving this Zoning Code Amendment establishes a Conditional Use Permit requirement and development standards for digital freeway signs within the City limits. The proposed Zoning Code amendment would require any applicant desiring to install a digital freeway sign to apply for a Conditional Use Permit from the City Council and enter into an Operating Agreement with the City.
Staff Report: Curt Haven, Economic Development, Jessica Jordan, Planning Department
Advances Goal: 6.

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

ACTION: Motion to approve by Skoglund second by McGarvey; Council waived the first reading and introduced Ordinance No. 16-2012.
Carried by a 4:1 roll call vote. (Cooley dissenting)

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Placement of Card Room Tax Measure on the November 6, 2012 Ballot
Recommendation: That Council adopt Resolution No. 25-2012 calling for an election on November 6, 2012 on Ordinance No. 13-2012 establishing a Card Room Tax. Resolution must be approved by two-thirds (2/3) vote of all members of the City Council to place this measure on the ballot.
Result of Recommended Action: Residents of the City of Rancho Cordova will have the opportunity to vote on the creation of a Cardroom Tax, at the November 6, 2012 General Election, the proceeds of which may be used for general revenue purposes. If approved by the voters, the Cardroom Tax imposed on each licensed cardroom would be in the amount of 3% of the cardroom's annual gross gaming revenues.
Staff Report: Donna Silva, Finance Department
Advances Goal: 5

ACTION: Motion to approve by Budge second by McGarvey; Motion failed.
Defeated by a 2:3 roll call vote. (Cooley, Skoglund, Sander dissenting)

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

13. CITY MANAGER'S REPORT

None.

14. ADJOURNMENT

Mayor Sander adjourned the regular meeting at 9:19 PM.

_____
Mindy Cuppy, CMC, City Clerk

DRAFT

CITY OF Rancho Cordova
Incorporated July 1, 2003

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, June 26, 2012

5:30 PM – Special Meeting / Closed Session
Community Board Room

7:00 PM – Special Meeting
David B. Roberts Council Chambers

MINUTES

DRAFT

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the Community Board Room at 5:37 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Hollender, Silva, Sanchez, Cuppy

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

ACTION: Motion to approve by Budge second by McGarvey; Council approved item 3.1, Appointment of Real Property Negotiators.
Carried by a 5:0 voice vote.

3.1 **Subject:** Appointment of Real Property Negotiators
Recommendation: Appoint Ted Gaebler, Adam Lindgren, Joe Chinn, Donna Silva, Micah Runner, and Curt Haven as Real Property Negotiators.
Result of Recommended Action: This action will allow negotiation of price and

payment terms for real property located at 10235 Folsom Boulevard, APN: 076-0213-011 and 076-0213-012 and 10259 Folsom Boulevard, APN: 076-0213-003, 076-0213-004, and 076-0213-005.
Staff Report: Micah Runner, Economic Development Department
COUNCIL ACTING AS THE SUCCESSOR AGENCY

4. ADJOURNMENT

Mayor Sander adjourned the special meeting to closed session in the Community Board Room at 5:39 PM.

5. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board Room at 5:39 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Hollender, Silva, Sanchez

6. CLOSED SESSION

Council meet in Closed Session to discuss the following item:

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case.

Council did not discuss the following item:

Conference with real property negotiators (Government Code Section 54956.8)
Property: 10235 Folsom Boulevard, APN: 076-0213-011 and 076-0213-012 and 10259 Folsom Boulevard, APN: 076-0213-003, 076-0213-004, and 076-0213-005.
Agency Negotiators: Ted Gaebler, Adam Lindgren, Joe Chinn, Donna Silva, Micah Runner, and Curt Haven.
Negotiating parties: Council Acting as the Successor Agency to the Former Community Redevelopment Agency of the City of Rancho Cordova and Los Rios Community College District.
Under Negotiation: Price and terms of payment.
COUNCIL ACTING AS THE SUCCESSOR AGENCY

7. ADJOURNMENT

Mayor Sander adjourned the closed session to the special meeting in the David B. Roberts Council Chambers at 7:12 PM.

8. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the David B. Roberts Council Chambers at 7:15 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Hollender, Silva, Sanchez, Cuppy, Runner

9. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action taken in Closed Session.

10. PUBLIC COMMENT

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

- John Oneto in support of Reuben Marquez
- Joe Gilbert in support of casino co-location
- Reuben Marquez in support
- Amir Daliri regarding the cardroom tax
- Diann Rogers regarding items 11.1-11.3
- John Park regarding agreement with the city and needing something fair
- Michael Vassey regarding the cardroom tax

Mayor Sander closed the public comment period.

11. SPECIAL MEETING ITEMS

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 25-2012.
Carried by a 4:1 (Sander dissenting) roll call vote.

11.1 **Subject:** Placement of Card Room Tax Measure on the November 6, 2012 Ballot
Recommendation: That Council adopt Resolution No. 25-2012 calling for an election on November 6, 2012 on Ordinance No. 13-2012 establishing a Card Room Tax. Resolution must be approved by two-thirds (2/3) vote of all members of the City Council to place this measure on the ballot.
Result of Recommended Action: Residents of the City of Rancho Cordova will have the opportunity to vote on the creation of a Cardroom Gross Receipts Tax, in the November 6, 2012 General Election, the proceeds of which may be used for general revenue purposes. If approved by a majority of voters, the maximum Cardroom Tax imposed on each licensed cardroom would be in the amount of 5% of the cardroom's annual gross gaming revenues.
Staff Report: Donna Silva, Finance Department
Advances Goal: 2, 5, and 6.

ACTION: Motion to table by Budge second by McGarvey; Council postponed items 11.2 and 11.3 to a date uncertain.
Carried by a 5:0 voice vote.

11.2 **Subject:** Ordinance Amending Section 4.22.115(a) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom May Operate or Maintain Within the City from Ten to Eleven
Recommendation: Waive first reading and introduce Ordinance No. 14-2012.
Result of Recommended Action: Adoption of this Ordinance will amend Section 4.22.115(A) of the Rancho Cordova Municipal Code. The Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables.
Staff Report: Donna Silva, Finance Department and Adam U. Lindgren, City Attorney's Office
Advances Goal: 2, 5, and 6.

11.3 **Subject:** Ordinance Repealing Section 4.22.020(C) and Section 4.22.115(B) of the Rancho Cordova Municipal Code Relating to the Location of Cardrooms with the City of Rancho Cordova
Recommendation: Waive first reading and introduce Ordinance No. 15-2012.
Result of Recommended Action: Adoption of this Ordinance will repeal Section 4.22.020(C) and Section 4.22.115(B) of Chapter 4.22 entitled, “Cardrooms” of the Rancho Cordova Municipal Code. Repealing Section 4.22.020(C) and Section 4.22.115(B) will result in the removal of two provisions in the City’s municipal code that currently prohibit more than one cardroom from being located within a single structure or at a single location.
Staff Report: Donna Silva, Finance Department and Adam U. Lindgren, City Attorney's Office
Advances Goal: 2, 5, and 6.

12. ADJOURNMENT

Mayor Sander adjourned the special meeting at 7:51 PM.

_____
Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 16-2012

AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA AMENDING CHAPTER 23.743 SIGNS OF THE RANCHO CORDOVA ZONING CODE FOR THE CLEAR CHANNEL OUTDOOR DIGITAL FREEWAY SIGNS PROJECT

WHEREAS, on January 10, 2012, the City of Rancho Cordova ("City") received an application from Clear Channel Outdoor ("Applicant") for a Zoning Code Amendment to allow and establish development standards for digital freeway signs within the City; and

WHEREAS, the City's Zoning Code currently prohibits digital freeway signs and discourages new billboards; and

WHEREAS, the proposed Zoning Code amendment allows digital freeway signs upon issuance of a Conditional Use Permit by the City Council and entrance into an Operating Agreement with the City. The proposed Zoning Code Amendment also sets forth standards regulating digital freeway signs that were crafted to allow for such signs without encouraging their proliferation; and

WHEREAS, height, area, spacing, and illumination standards have been included in the proposed Zoning Code amendment to ensure any future digital freeway signs are designed and located in such a manner to as avoid any adverse effects on public safety and the existing surrounding environment; and

WHEREAS, any future proposals for digital freeway signs will be subject to a Conditional Use Permit and Operating Agreement issued by the City Council as well as future environmental review; and

WHEREAS, the certified Environmental Impact Report prepared for the previously adopted General Plan was found to adequately address all environmental impacts associated with the adoption of the proposed Zoning Code amendment; and

WHEREAS, these amendments were analyzed and determined to be within the scope of the General Plan EIR and require no further environmental review under State CEQA Guidelines Section 15162; and

WHEREAS, on June 18, 2012, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the public, and deliberated on the item.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. **Recitals**. The foregoing recitals are true and correct and made a part of this Ordinance.

Section 2. **Findings.** The City Council hereby finds that:

A. **CEQA Compliance.** The Rancho Cordova General Plan FEIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR. (CEQA Guidelines section 15168.) The Digital Freeway Signs Zoning Code Amendment is an activity within the scope of the General Plan EIR and requires no further environmental review. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162. Furthermore, this is a procedural change in the Zoning Code that will not result in a direct, or reasonably foreseeable indirect, physical change in the environment. Therefore, adoption of the Ordinance is not subject to CEQA pursuant to Guidelines Section 15060(c)(2). All applications for Conditional Use Permits under this provision will be required to comply with the requirements of CEQA prior to the approval of the permit.

B. **Consistency with the General Plan.** The attached Zoning Code Amendment ("Amendment" or "proposed Amendment") is consistent with the General Plan as required by Government Code Section 65454. The Amendment is consistent with and implements the following provisions of the City's adopted General Plan:

General Plan Goals, Policies, and Actions:

- Urban Design Action.3.1.2 – Require projects to include features and attributes that positively contribute to the image of the City.

Finding: The proposed Zoning Code Amendment would further the positive image of the City by requiring any future digital freeway signs to provide the City with public outreach access for community events, information, and other important messaging for both residents and passersby that view the signs. In taking advantage of this opportunity, the City's image of being a forward thinking, multi-cultural, and active community will be highly visible throughout the region.

- Economic Development Policy ED.2.5 – Promote Rancho Cordova businesses by encouraging residents and employees to obtain their goods and services locally.

Finding: The proposed Zoning Code Amendment will provide the City's businesses with a highly visible opportunity to advertise goods and services that are available locally. In seeing these advertisements, residents and employees are more likely to actively seek these services locally.

- Infrastructure, Services, and Finance Policy ISF.2.8 – Ensure accessibility to the latest technology for residents and businesses.

Finding: The proposed Zoning Code Amendment will allow for installation of digital freeway signs within the City limits, which utilizes the latest technology in large scale advertising. Local businesses will be able to purchase advertising time from future providers of such signage. Residents will view such signs when driving along the freeway corridor within the City.

Section 3. Amendments. The City Council hereby adopts the amended Chapter 23.743 of the Zoning Code attached in Exhibit A.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date. Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ___ day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

Chapter 23.743 – Signs

Sections in this Chapter

23.743.010 Purpose 122
23.743.020 Basic Policies for Sign Regulations 122
23.743.030 Definitions 124
23.743.040 Permit Requirements and Exemptions for Signs 135
23.743.050 Prohibited Signs 139
23.743.060 Allowed Permanent On-Site Sign Standards 141
23.743.065 Standards for Electronic Message Signs 145
23.743.070 Allowed Temporary On-Site Sign Standards 146
23.743.080 Allowed Off-Site Sign Standards 147
23.743.090 General Development, Maintenance, and Removal Provisions for All Sign Types 150
23.743.100 Development Standards for Special Types of Signs 154
23.743.110 Special Sign Districts 155
23.743.120 Special Sign Corridors 156
23.743.130 Gateway Signage Program 158
23.743.140 Nonconforming and Abandoned Signs 159
23.743.150 Digital Freeway Signs Overlay 161

23.743.010 Purpose

This Chapter establishes regulations for signs within the City for the purposes of safeguarding and protecting the public health, safety, and welfare through appropriate prohibitions, regulations, and controls on the design, location, and maintenance of signs. The City recognizes that signs have the potential to enhance the overall character and quality of the built environment and do provide for economic benefit from real property within the City. However, the City also recognizes the inherent public interest in regulating the time, place, and manner in which signs, both commercial and non-commercial in nature, display their message. Such interest is based on a desire to enhance traffic safety in the community by ensuring that signage does not distract motorists or obstruct or otherwise impede traffic circulation, and a desire to ensure aesthetic, architectural, and cosmetic compatibility with the surrounding community by limiting visual clutter of the streetscape, such as through the regulation of oversized signs and excessive temporary signs.

The standards of this Chapter apply to signs in all zoning districts. Only signs authorized by this Chapter shall be allowed.

23.743.020 Basic Policies for Sign Regulations

A. **Enforcement.** The Planning Director is authorized and directed to administer the provisions of this Chapter. The Neighborhood Services Director is authorized and directed to enforce the provisions of this Chapter.

B. **Interpretations.** All interpretations of this Chapter are to be made with consideration to the City's message neutrality and message substitution policies. When a particular type of sign is proposed in a permit application and is not, within this Chapter, expressly identified as either an exempted, prohibited, or allowed sign type, the Planning Director shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this Chapter.

C. **Message Neutrality.** It is the City's policy and intent to regulate both commercial and non-commercial signs in a viewpoint-neutral or content-neutral manner.

D. **Message Substitution.** Subject to the property owner's consent, the message on any type of existing sign may be substituted with a non-commercial message, in whole or in part without consideration of message content, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech or favoring of any particular non-commercial message over any other non-commercial message. In addition, any on-site commercial message may be substituted, in whole or in part, for any other on-site commercial message, provided that the sign structure or mounting device is legal without consideration of message content. This provision does not create a right to increase the total amount of signage on a parcel, lot, or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; and does not allow the substitution of an off-site commercial message in place of an on-site commercial message or a non-commercial message.

E. **Off-Site/On-Site Distinction.** Within this Chapter, the distinction between on-site (or on-premise or point-of-sale) and off-site (or off-premise or non-point-of-sale) applies only to commercial speech messages.

F. **Discretionary Approvals.** Whenever any Zoning Certification, Variance, Conditional Use Permit, Unified Sign Program or Special Planning Area approval, or other sign-related decision is made, such determination shall be based only on the non-communicative aspects of the sign, such as size, height, orientation, location, setback, illumination, spacing, scale, and mass of the structure. Graphic design may be evaluated only for a Unified Sign Program and then only as applicable to commercial message signs.

G. **Residential Uses Combined with Non-Residential Uses.** In any zone where both residential and non-residential uses are allowed, the sign-related rights and responsibilities applicable to any particular parcel or land use shall be determined as follows: residential uses shall be treated as if they were located in a zone where a use of that type would be allowed as a matter of right, and non-residential uses shall be treated as if they were located in a zone where that particular use would be allowed, either as a matter of right or subject to a Conditional Use Permit or similar discretionary process.

H. **Mixed Use Zones/Developments.** As described in Section 23.743.060 (Allowed Permanent On-Site Sign Standards), on-site signs are regulated by development type, rather than by zoning district. However, when multiple use types are present within one

development (e.g., commercial and office, office and institutional), the development standards for signs applicable to that site shall be those applicable to the majority of uses in the development. For instance, if the predominant use in a development is commercial, then sign(s) for any other use type located with that same development (except as regulated in G above) shall also be governed by those same regulations (e.g., an office use in a commercial development shall be held to the standards for commercial developments). Additionally, the following rules shall apply:

1. Commercial uses on the ground floor of a multi-story building where non-retail uses (e.g., office, residential) are located above the retail, regardless of the zoning district of predominant use, shall solely be regulated by the commercial sign standards.

2. Office uses above the first floor of a multi-story building where the ground floor uses are predominantly commercial in character shall be solely regulated by the office sign standards for building-attached signs.

I. **Owner Consent.** No sign may be placed on private property without the consent of the property owner or persons holding the present right of possession and control.

J. **Illegal Signs.** A sign shall be considered an illegal sign when it does not conform to the provisions and standards of this Chapter, Zoning Certification has not been approved, and it is not otherwise determined to be a nonconforming sign as provided in Section 23.743.140 (Nonconforming and Abandoned Signs). Illegal signs may be abated by the City.

23.743.030 Definitions

For the purpose of this Chapter, the following terms shall have the definitions set forth herein.

Abandoned Sign. Any sign which is located on a premises that has been vacated for a period of more than 90 days as regulated in Section 23.743.140 (Nonconforming and Abandoned Signs).

Animated Sign. Any sign which uses mechanical or electrical movement or change of lighting, either natural or artificial, to depict action or to create visual motion or the appearance thereof.

Area (of a sign). The measurable surface area of a sign, calculated as described in Section 23.743.090 (General Development, Maintenance, and Removal Provisions for All Sign Types).

Awnings. Any structure made of a flexible fabric or similar material covering a metal frame attached to a building, whether or not the same is so erected as to permit its being raised to a position flat against the building when not in use.

Balloon Sign. A flexible bag made of a material such as rubber, latex, polychloroprene, or a nylon fabric that is filled with a gas such as helium, hydrogen, nitrous oxide, or air. A balloon qualifies as a "sign" when it is larger than eight cubic feet in volume or is stationed at or above ten feet above the ground.

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

Banner. Any sign of lightweight fabric or similar material that is mounted to a building at one or more edges. Flags shall not be considered banners (see flag definition).

Billboard. A sign which meets one or more of the following criteria (also see Off-Site or Off-Premise Sign):

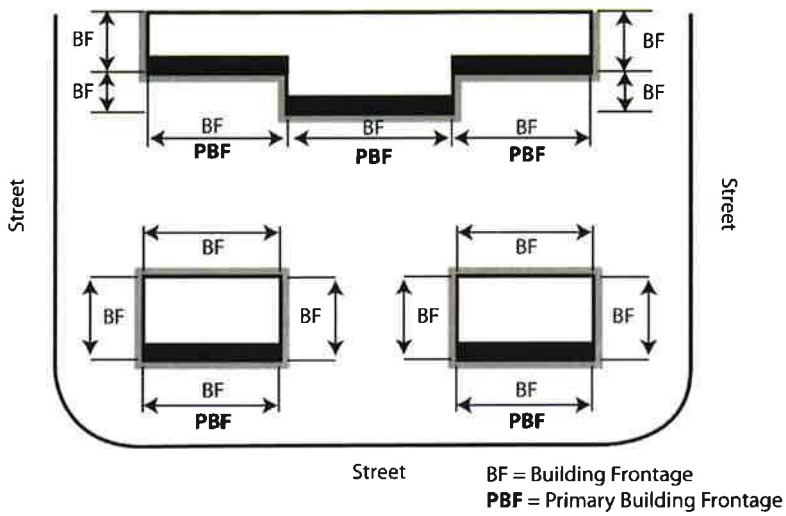
- A permanent structure sign which is used for the display of off-site commercial messages;
- A permanent structure sign which constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located;
- An outdoor sign used as advertising for hire, e.g., on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel or is the same development as the sign), in exchange for a rent, fee, or other consideration; or
- An off-site outdoor advertising sign on which space is leased or rented.

Blade/Bracket Sign. A small, pedestrian-oriented sign that projects perpendicular from a structure (bracket sign) or is hung beneath a canopy (blade sign; may also be referred to as an under canopy sign).

Building-Attached Sign. A sign placed on a wall, awning, canopy, parapet, or a projecting sign. Also see Wall Sign, Canopy Sign, Blade/Bracket Sign.

Building Frontage, Primary. The building frontage that faces the street. In cases where a building has more than one street frontage, the longest of the street frontages shall be considered the primary building frontage. In cases where a business has no building frontage facing a street, the building frontage with the primary business entrance shall be considered the primary building frontage (e.g., an entrance facing a courtyard) (see Figure 23.743-1 (Building Frontage and Primary Building Frontage)). For multi-tenant buildings, ground floor tenants may have their primary frontage determined independently of the rest of the building based upon the aforementioned rules.

Figure 23.743-1: Building Frontage and Primary Building Frontage



Canopy Sign. Any sign that is part of or attached to an awning, canopy, or other material, or structural protective cover over a door, entrance, window, or outdoor service area.

Changeable Copy Sign. A sign which has a readerboard for the display of text information in which each alphanumeric character, graphic or symbol is defined by objects, not consisting of an illumination device and may be changed or re-arranged manually or mechanically with characters, letters, or illustrations that can be changed or rearranged without altering the face of the surface of the sign.

Changeable Copy Sign, Electronic. A sign, or portion therof that displays electronic, static images, static graphics or static pictures, with or without text information, defined by a small number of matrix elements using different combination of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixalization or dissolve modes. Electronic graphic display signs include computer programmable, micro processor controlled electronic or digital displays. Electronic graphic display signs include projected images or messages with these characteristics onto building or other objects.

Channel Letter Sign. A sign made up of individual letters that are independently mounted to a wall or other surface. The "air space" between the letters is not part of the sign structure but rather of the building facade. A logo may also be considered a channel letter provided it is clearly distinguishable from other sign elements.

Commercial Mascot. A human or live animal used as a commercial advertising or signaling device. Sometimes called sign twirlers or sign clowns.

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

Commercial Message. Any sign wording, logo, or other representation that names or advertises a business, product, service, or other commercial activity.

Community Interest Group Sign. A sign identifying fraternal, benevolent, social services, and religious organizations and setting forth time, place, and location of meetings within the City.

Construction Sign. A temporary sign located on a site where physical construction is occurring or is scheduled to begin in the near future.

Development. For purposes of this Chapter, development shall mean a proposed or already constructed building or group of buildings.

Digital Display Area. The portion of a Digital Freeway Sign that consists of digital display area(s) used for general commercial advertising. See also "Sign Structure."

Digital Freeway Sign. An off-site outdoor advertising sign with one or more Digital Display Areas. A Digital Freeway Sign may be internally or externally illuminated. Digital Freeway Signs are always considered off-site signs and are regulated as such.

Directional Sign, On-Site. A sign located on the same property as an establishment, primarily providing direction to guide vehicles and pedestrians to businesses, including but not limited to those signs identifying parking area and circulation patterns.

Directory Sign. A pedestrian-oriented sign that identifies or lists the names and locations of tenants at a multi-tenant site.

Electronic Message Sign. An electronic sign, typically comprising a liquid crystal diode (LCD), light emitting diode (LED), plasma, or other digital illuminated sign that displays one or more messages. An electronic message sign is different from an illuminated sign in that the illumination of the display creates the message, rather than illumination illuminating the message. An electronic message sign could be used as a message delivery method for a wall sign, a monument sign or other freestanding sign, or a billboard and is subject to Conditional Use Permit approval per section 23.743.040 (Permit Requirements and Exemptions for Signs). Digital Freeway Signs utilizing electronic messaging technology are subject to the standards and permit requirements in Section 23.743.150.

Electronic Graphic Display Sign. A sign or portion thereof that displays electronic, static images, static graphics or static pictures, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixalization or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include project images or messages with these characteristics onto building or other objects.

Establishment. Any non-residential use of land involving structures, as defined in the Building Code, and the presence of human beings during normal hours of operation. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries, but does not include power transformer or other utility facilities at which human beings are usually not present, single-family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums.

Exempt Sign. A sign which is not subject to Zoning Certification, Temporary Use Permit, or other approval.

Face Change. A change in color, material, copy, graphics, or visual image that requires the installation of a new or modified sign face, but which does not involve any change to an existing sign structure or mounting device.

Flag. Any fabric, banner, or bunting containing distinctive colors, patterns, or design that displays the symbol(s) of a nation, state, local government, company, organization, belief system, idea, or other meaning.

Flashing Sign. An illuminated sign that exhibits changing light or color effect by blinking or any other such means so as to provide a non-constant illumination.

Flashing Sign. A directly or indirectly illuminated sign or portion thereof that exhibits changes light or color effect by any means, so as to provide intermittent illumination that changes light intensity in sudden transitory bursts and creates the illusion or intermittent flashing light by streaming graphic bursts showing movement, or any mode of lighting which resembles zoning twinkling or sparkling.

Freestanding Sign. A permanent sign that is self-supporting in a fixed location and not attached to a building. It includes a sign connected or attached to a sign structure, fence, or wall that is not an integral part of a building. Freestanding signs are of three types: monument, pole, and pylon.

Future Tenant Signs. Signs erected for the purpose of announcing the future occupancy of a new tenant, other than the current resident tenant.

Garage, Yard, Estate, and Other Home-Based Sales. The occasional non-business public sale of secondhand household and other goods incidental to household uses by a person or persons from a residential use.

Gas Pricing Signs. Signs identifying the brand, types, octane rating, etc., of gasoline for sale, as required by state law.

General Advertising. The business of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising; also known as advertising for hire.

Governmental/Civic Sign. Any temporary or permanent sign erected and maintained by or required by the City or the county, state, or federal government for the purpose of

providing official governmental information to the general public, including but not limited to traffic direction, city entrance, or for designation of direction to any school, hospital, historical site, or public service, property or facility.

Home Occupation Sign. A sign located at a residence advertising a business or profession legally conducted in the residence.

Iconic Signage. Expressions on a business without the use of words or copy that thereby make maximum use of logos and graphics to represent the establishment.

Illuminated Sign. A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign. This includes signs made from neon or other gas tube(s) that are bent to form letters, symbols, or other shapes. Excludes Electronic Message Sign, which is separately defined.

Incidental Sign. A sign, emblem, or decal informing the public of goods, facilities, or services available on the premises, including but not limited to rest rooms, phones, credit cards, or hours of business.

Menu/Order Board Sign. A sign installed in a drive-through facility and oriented so as to be visible primarily by drive-through customers.

Monument Sign. A sign constructed upon a solid-appearing base or pedestal (typically stone, brick, or concrete), the total width of which is at least 50 percent of the overall height of the sign. Also see Pylon Sign and Pole Sign. See Figure 23.743-2 (Monument Sign).

Figure 23.743-2: Monument Sign

Multi-vision Sign – Any sign composed in whole or in part of a series of vertical or horizontal slats or cylinder that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image and when properly

functioning allows on a single sign structure the display at any given time one or two or more images.

Name Plate. A sign attached to a wall that identifies the occupant.

Non-Commercial Sign. A sign which displays non-commercial speech, e.g., commentary or advocacy on topics of public debate and concern.

Non-Communicative Aspects. Those aspects of a sign which are not directly communicative, such as sign height, setback, illumination, spacing, density, etc.

Nonconforming Sign. A sign lawfully erected and legally existing at the time of the effective date of an ordinance, but which does not conform to the provisions of this Chapter.

Off-Site or Off-Premise Sign. A sign which directs attention to a business, profession commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the same lot or parcel on which said sign is located. This definition shall include billboards, posters, panels, painted bulletins, and similar advertising displays. The off-site/on-site distinction applies only to commercial messages. Off-site signs meet any one of the following criteria:

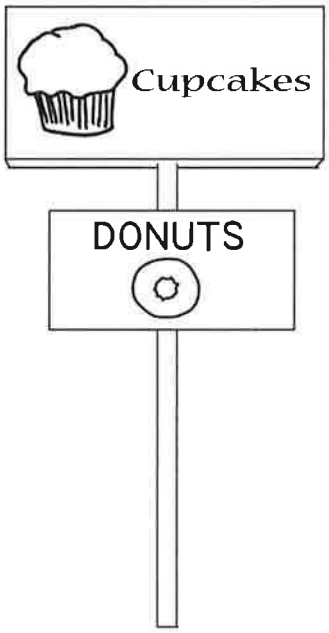
- A permanent structure sign which is used for the display of off-site commercial messages;
- A permanent structure sign which constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located;
- An outdoor sign used as advertising for hire, e.g., on which display space is made available to parties other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel or is the same development as the sign), in exchange for a rent, fee, or other consideration; or
- An off-site outdoor advertising sign on which space is leased or rented.

On-Site or On-Premise Sign. A sign which directs attention to a business, profession, commodity, service, or entertainment conducted, sold, or offered upon the lot or parcel on which the sign is placed. The off-site/on-site distinction applies only to commercial messages. In the case of multiple tenant commercial or industrial developments, a sign is considered on-site whenever it is located anywhere within the development. In the case of a duly approved Unified Sign Program, a sign anywhere within the area controlled by the Program may be considered on-site when placed at any location within the area controlled by the Program.

Pennant. Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a rope, wire, or string, usually in a series, designed to move in the wind and attract attention.

Pole Sign. An on-site freestanding sign, supported by a sign structure from the ground which identifies businesses located on the same parcel or in the same development on which the sign is located. Generally, pole signs are supported by one or more metal or wood posts, pipes, or other vertical supports. The support structure is not integrated into the overall design of the sign. Also see Monument Sign and Pylon Sign. See Figure 23.743-3 (Pole Sign).

Figure 23.743-3: Pole Sign

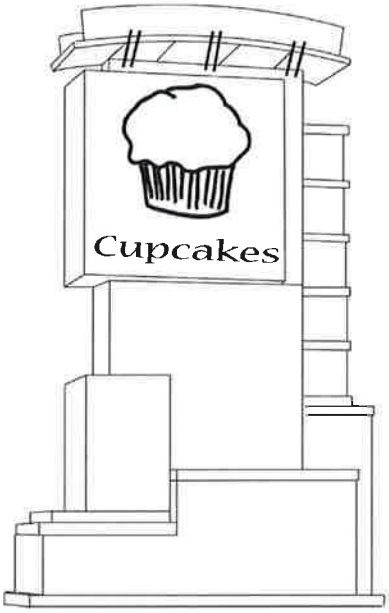


Portable Sign. Any on-site or off-site advertising device defined as a sign that is not permanently attached to a building or to the ground. Portable signs include, but are not limited to, signs designed to be transported by means of wheels; signs configured as A-frame or T-frame; menu and sandwich board signs; and umbrellas used for advertising. Clothing or other aspects of personal appearance are not within this definition (see Commercial Mascots).

Primary Site Frontage. Primary site frontage is the longest frontage of a site that adjoins or fronts onto a public right-of-way.

Pylon Sign. An on-site freestanding sign, supported by a sign structure from the ground which identifies businesses located on the same parcel or in the same development on which the sign is located. Pylon signs are designed such that the support structure and the sign face are designed as one architecturally unified and proportional element. Also see Monument Sign and Pole Sign. See Figure 23.743-4 (Pylon Sign).

Figure 23.743-4: Pylon Sign



Readerboard Sign. A sign on which copy is changed manually in the field or electronically, including but not limited to theatre marquee signs, business directories, church and museum signs, and gas price signs.

Real Estate Sign. Any sign, temporary in nature, the copy of which concerns a proposed economic transaction involving real property. This definition does not include occupancy signs at establishments offering transient occupancy, such as hotels and motels.

Roofline. The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Roof Sign. A sign installed on a roof or projecting above the eve of a building or mounted on an arcade or parapet.

Sign. Any structure, part thereof, device, fixture, or placard or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee or similar appendage, or permanently affixed to the glass on the outside or inside of a window so as to be seen from the outside of the building, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, light, trademark, or other representation used as, or in the nature of, an announcement, advertisement, attention arrester, direction, warning, or designation of any person, firm, group, organization,

place, commodity, product, service, business, profession, enterprise, or industry when such image is visible from any public right-of-way. Notwithstanding the generality of the foregoing, the following are not within this definition:

- Architectural features. Decorative or architectural features of buildings (not including lettering, trademarks, or moving parts).
- Fireworks, etc. The legal use of fireworks, candles, and artificial lighting not otherwise regulated by this Chapter.
- Grave stones and grave markers.
- Manufacturers' marks. Marks on tangible products which identify the maker, seller, provider, or product and which customarily remain attached to the product even after sale.
- Newsracks and newsstands.
- Personal appearance. Items or devices of personal apparel, decoration, or appearance, including tattoos, makeup, wigs, costumes, masks, etc. (but not including commercial mascots).
- Symbols embedded in architecture. Symbols of non-commercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal. The definition also includes foundation stones and cornerstones.

Sign Structure. The portion of a Digital Freeway Sign other than the Digital Display Area, including but not limited to supporting pole(s), display frame and all ancillary equipment and utilities installed on the sign site.

Subdivision Directional Sign. A temporary or otherwise limited-term sign for the purpose of providing direction for vehicular and/or pedestrian traffic to the initial home sales of multiple lots with a single builder within a master planned community, including both single-family and multi-family for sale products. All other home sales are included within the definition of Real Estate Sign.

Subdivision Permanent Identification Sign. A sign located at the entrance to the subdivision for the purpose of a permanent identification of the subdivision. Such signs are of a permanent nature, usually constructed of long-lasting, weather-resistant materials such as stone or metal.

Subdivision Sign. A sign identifying the initial home sale and location of land and/or multiple lots with a single builder within an approved residential subdivision/master planned community, including both single-family and multi-family for sale products.

Temporary Sign. A sign not constructed or intended for long-term use. If a sign does not qualify as a "structure" under the Building Code, it is presumably a temporary sign, but subject to the interpretation of the Planning Director consistent with the

interpretations policy in Section 23.743.020(B) (Interpretations). Types of temporary signs, include on-site subdivision balloons, directional signs and flags; building attached signs (e.g. banners and blade signs); and freestanding signs (A-boards, vertical ground-mounted banners, and flags).

Three-Dimensional Object Sign. A sign that comprises a three-dimensional object that graphically or iconically brands an establishment or development. Such signs may be used as both building-attached or freestanding signs.

Time/Temperature Sign. An electronic or mechanical device that shows time and/or temperature but contains no business identification or advertising.

Under Canopy Sign. See Blade/Bracket Sign.

Vehicle Sign (Large). Any sign exceeding ten square feet in area mounted, painted, placed on, attached or affixed to a trailer, watercraft, truck, automobile or other form of motor vehicle so parked or placed so that the sign there on is discernable from a public street or right-of-way as a means of communication and which by its location, size, and manner of display is reasonably calculated to exhibit commercial advertising, identifying an on-site business, or supplying directional information to an off-site business, A vehicle sign may be defined as a vehicle that functions primarily as a sign rather than as a transportation device as determined by consideration of any combination or the following factors:

- The absence of a current, lawful license plate affixed to the vehicle on which the sign is displayed;
- The vehicle on which the sign is displayed is inoperable as defined by this City Code;
- The vehicle on which the sign is displayed is not parked in an identified parking space on the lot;
- The vehicle on which the sign is displayed is not regularly used for transportation associated with the use it advertises;
- The vehicle remains parked on the premises after normal business hours when customers and employees are not normally present on the premises and not is part of the business's vehicle fleet.
- The vehicle remains parked in the same vicinity on the property in a location which maximizes its visibility from the public street or right-of-way on a regular basis.

Video Display Sign. A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to imitate movement, the presentation - of pictorials or graphics displayed in a progression or frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands or light, or expanding or contracting shapes, not including electronic changeable copy signs.

Wall Sign. A sign attached directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located in such a way as to be substantially parallel to such exterior building wall to which it is attached or supported by.

Weekend Directional Stake Sign. A sign, customarily displayed on the weekends, measuring less than nine square feet in area, mounted on a wooden stake, and identifying the location and name of an active new home sales location/subdivision.

Wind Sign. A sign that spins or is otherwise propelled by the force of air moving across its face.

Window Sign. A sign attached to, suspended behind, placed, or painted upon the window or glass door of a building and intended for viewing from the exterior of such building. This definition does not include merchandise offered for sale on-site, when on display in a window.

23.743.040 Permit Requirements and Exemptions for Signs

A. **Zoning Certification Required.** To ensure compliance with the regulations of this Chapter and except as otherwise exempted, no person shall erect, move, alter, replace, or maintain any sign within the City of Rancho Cordova without first obtaining Zoning Certification from the designated Approving Authority as established in Chapter 23.113 (Zoning Certification). Zoning Certification shall not be required for the maintenance of an existing sign, such as repainting, which does not result in a change or alteration in the size, shape, illumination, or text of said sign.

B. **Temporary Use Permit Required.** A Temporary Use Permit shall be required prior to establishment of any new temporary sign as required by this Chapter.

C. **Limited Use Permit (LUP) Required for Electronic Changeable Copy signs, Electronic Graphic Display signs, Multi-vision signs and Video Display signs as defined by this Chapter.** A LUP shall be required prior to issuance of a building permit (and corresponding Zoning Certification), for any new electronic message signs, regardless for the type of application (wall sign, monument sign, etc.). Development Standards ~~for~~ are provided for this sign type in Section 23.743.065 of this Chapter. The applicant must satisfy the conditions of approval established through the LUP process prior to and/or in conjunction with the subsequent administrative issuance of the Sign Permit. ~~).~~ Digital Freeway Signs utilizing electronic messaging technology may only be approved subject to a CUP and are subject to the standards and permit requirements in Section 23.743.150.

D. **Unified Sign Program**

1. Purpose. The purpose of the Unified Sign Program is to adopt unique and specific design and development standards for individual multi-tenant and mixed-use developments. The intent is to integrate a project's signs with the design of the structures to achieve a unified architectural statement. A Unified Sign Program provides a means for defining common sign regulations for multi-tenant projects, to

encourage maximum incentive and latitude in the design and display of multiple signs, and to achieve, not circumvent, the intent of this Chapter.

2. Applicability. A Unified Sign Program shall be required for:

   i. All new multi-tenant shopping centers, office parks, and other multi-tenant or mixed-use developments of three or more separate tenants/uses that share either the same parcel or structure and use common access and parking facilities; and

   ii. All redesign, remodel, or redevelopment of existing uses identified in (i) above if not already covered by a Unified Sign Program adopted after the effective date of this Chapter. The requirement of a new Unified Sign Program shall be a condition of approval as part of Design Review application for the development and should be reviewed concurrently with the Design Review. The designated reviewing authority for the Design Review approval may waive this requirement on a case-by-case basis for minor pad-building remodel projects that do not impact the rest of the multi-tenant center.

3. Approval of a Unified Sign Program. The designated Approving Authority for Unified Sign Programs, and amendments or revisions thereto, shall be as identified in Chapter 23.119 (Unified Sign Program).

4. Standards. The Unified Sign Program shall include criteria for building-attached and freestanding signs for tenants, anchors, and the integrated development itself to establish consistency of sign type, location, logo and/or letter height, lines of copy, illumination, and construction details of signs for the project. All signs within the development shall be consistent with the Unified Sign Program as the adopted program is the sign standards for the development. The message substitution policy of this Chapter shall be deemed incorporated in every sign program, even if the sign program documents do not explicitly so state.

E. **Exempt Signs.** The following sign types are exempt from the permit requirements of this Chapter and Title but still must satisfy any and all other applicable permit requirements (e.g., building, electrical, plumbing, grading, encroachment). Any exception to the limitations for exempt signs listed herein shall require a Variance pursuant to Chapter 23.143 (Variance). However, consideration of the Variance request shall not evaluate the message or graphic design of a sign.

1. Exempt signs without limitations. The following signs are exempt from Zoning Certification and City review:

   i. All devices which are excluded from the definition of a sign;

   ii. Approved highway directional signs;

   iii. Railroad signal signs;

   iv. Signs prohibiting trespassing and hunting;

v. Warning signs required by law or erected by public agencies;

vi. Utility company signs identifying cables, conduits, danger, and so forth;

vii. Public notices and announcements authorized by courts and public officials, including neighborhood watch signs (e.g., governmental/civic signs);

viii. Signs on buses, light rail, or other mass transit vehicles and taxis;

ix. Signs on vehicles (except where defined as "Vehicle Signs (Large)" by this Chapter) and vessels, including license plates, license plate frames, registration insignia, non-commercial messages, messages relating to the business for which the vehicle or vessel is an instrument or tool (not including general advertising), and messages relating to the proposed sale, lease, or exchange of the vehicle or vessel;

x. Signs located entirely within a building or other enclosed structure and not visible from the exterior, or located at least five feet from the window, provided the building or enclosed structure is otherwise legal;

xi. Signs erected out of doors within courtyards and mall spaces (below the height of enclosed buildings) within the buildable portion of the lot where signs are not visible from a public street or adjacent parcel;

xii. Signs on shopping carts, golf carts, and horse-drawn carriages;

xiii. Name plates and incidental signs;

xiv. Vending machines which do not display off-site commercial messages;

xv. Graphic images which are only visible from above, such as those visible only from airplanes or helicopters, only if not visible from the street surface or public right-of-way;

xvi. On residential uses, holiday, and cultural observance decorations that are displayed for not more than 45 calendar days per year (cumulative, per parcel or use) and that do not include commercial advertising messages; and

xvii. Change of copy that does not alter the size, location, or illumination of a sign (see Section 23.743.020(D), Message Substitution) (e.g., face change).

2. Exempt signs with limitations. The following signs are exempt from Zoning Clearance provided that they meet the size, height, duration, and/or maximum number limitations listed:

i. Freestanding street address identification signs. Freestanding signs which only indicate the street address of the property on which the sign is located, provided that the sign does not exceed an area of four square feet and is located with a setback of at least five feet with a height no greater than 30 inches.

ii. Window signs limited to painted signs on glazing, poster paper signs, and place cards attached to the inside of glazing of store fronts, provided that no more than 25 percent of the store front window area is covered. In the case of convenience stores and other similar retail establishments, views from the public right-of-way to the cash register area shall not be impeded. The intent is to provide visibility of the sales counter for increased public safety.

iii. Flags, provided they meet the following standards. The minimum setback from the public right-of-way for all poles is ten feet. Flag(s) must either be removed at sunset or, if flown for 24 hours, must be illuminated at night.

a. Agricultural and residential zones and uses. There shall be no limit on the number of flags or the number or height of poles.

b. All other zones. A maximum of two poles. The maximum allowed height of each pole is 25 feet.

iv. Temporary construction signs provided there is no more than one sign per site, not exceeding 32 square feet in area, it is setback ten feet from the public right-of-way, it is a maximum of ten feet tall, and it is not illuminated. The sign may be attached to a building, provided it does not exceed the roof line or parapet wall of the building. The sign must be stationary and must be removed at the time of the final inspection.

v. Political, religious, and civic campaign signs, not exceeding 24 square feet in size. Such signs shall be located on private property (with owner's consent) and setback a minimum of ten feet from the public right-of-way. Such signs are authorized in any zone for a period not to exceed 90 days provided such signs are removed within ten days following the conclusion of the campaign.

vi. Electronic time and temperature signs as part of an on-site advertising sign are permitted as regulated by development standards contained in Section 23.743.065 Electronic Message Signs.

vii. On-site directional signs. Exit, entrance, or other on-site traffic directional signs are permitted. When located within a required front yard or street side yard area, the maximum height of any directional sign shall be 30 inches and the maximum size shall be four square feet. No advertising or message other than for traffic directions shall be displayed and such signs shall be subject to review and enforcement authority. The use of iconic signage as part of on-site directional signs is highly encouraged and may be required as part of a Unified Sign Program. For Village Centers, Local Town Centers, Regional Town Centers, and other special developments and districts, it may be appropriate to design directional signs with the height and appearance similar to a city street sign.

viii. Community interest group signs (e.g., fraternal, benevolent, social services, and religious organizations) displaying a non-commercial message, such as time and place/location of meetings, provided said signs are combined onto a common sign structure, the overall area of which does not exceed 100 square feet, and

the area devoted to any one organization does not exceed 20 square feet. Such signs may be located off-site of where the activity takes place; however no more than four locations for such signs will be permitted within the City. Such signs must be set back a minimum of 25 feet from the public right-of-way in residential districts and ten feet in non-residential and mixed-use districts and must be located a minimum of 75 feet from any other freestanding sign.

ix. Real Estate Sign, subject to the following limitations:

a. Not more than one on-site for sale sign and one for lease sign is permitted per property frontage.

b. The size of all on-site non-residential real estate signs is limited to a maximum of 32 square feet and shall be setback a minimum of 3 feet from the right-of-way (window signs are exempt from setback requirement) and shall not obstruct the corner visibility requirements of the Municipal Code Chapter 12.12 (Obstruction of Corners)

c. The size of all residential real estate signs is limited to 10 square feet and must be setback a minimum of 3 feet and shall not obstruct the corner visibility requirements of the Municipal Code Chapter 12.12 (Obstruction of Corners).

d. Portable off-site real estate signs. Real estate signs located off-site from the property advertised, for purposes of directing traffic to the property in question, may be allowed, provided they do not exceed an overall size of nine square feet each, including supports, and do not exceed a height of 30 inches. Such signs may not be located within the public right-of-way and may only be displayed on weekends and holidays when open house sales activities are ongoing (e.g., the home is open to the public for viewing and inspection). One sign may be placed for each change in direction of travel to a maximum of five signs.

x. Menu/Order board signs. A maximum of one menu/order board sign shall be permitted for each drive-in or drive-through establishment, provided that the sign does not exceed a maximum of 40 square feet in sign area and that the sign be limited in height to eight feet. The menu/order board sign does not count toward the total allowed signage for the establishment as described in Table 23.743-1 (Allowed Permanent On-Site Sign Standards). Additional signs, area, and/or height may be permitted through issuance of a Limited Use Permit, provided that the location of the sign(s) does not interfere with on-site vehicle circulation or traffic in the public right-of-way (e.g., line of sight).

23.743.050 Prohibited Signs

The signs listed in this Section are inconsistent with the purposes and standards of this Chapter as described below and as such are prohibited in all zoning districts, unless specifically authorized by another provision of this Chapter.

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

A. Moving or rotating signs, except barber poles at barbershops.

B. Signs with flashing, moving, or animated illumination (e.g., flashing signs), except barber poles at barbershops and electronic readerboards. Sign content must remain static and not change message or appearance and may only change message or appearance after a minimum period of sixty (60) minutes.

C. Any sign displaying any obscene matter.

D. Signs located within the clear vision triangle as defined by this Title.

E. Signs which imitate or resemble official traffic warning devices or signs, that by color, location, content, or lighting may confuse or disorient vehicular or pedestrian traffic, excluding on-site directional signs as specified in Section 23.743.040.

F. Portable signs (e.g., A-frame sign), except as provided for real estate signs as provided in Section 23.743.040(E)(2)(xii) or as permitted as a temporary sign with a Temporary Use Permit.

G. Temporary signs, except when a valid Zoning Certification has been issued or as otherwise exempted in Section 23.743.040 (Permit Requirements and Exemptions for Signs).

H. Inflatable or lighter than air devices (e.g., balloon sign) of any kind when attached or secured from the ground or to any object on the ground, except for residential real estate as part of Zoning Certification and under the standards of Section 23.743.080 (Allowed Off-Site Sign Standards).

I. Portable readerboard advertising devices which are readerboard signs affixed with wheels so as to make them movable signs.

J. Signs projecting over roofs and roof signs except where specifically provided for under the provisions of signs attached to buildings.

K. Signs projecting from buildings except where provided for in a special sign district ordinance or otherwise specifically provided for.

L. Banners, except when allowed through a Temporary Use Permit.

M. Pennant flags and string pennant flags.

N. Wind signs.

O. Vehicle Signs (Large) as defined in this Chapter.

P. Video Display Signs prohibited except as provided for in Section 23.743.065.

Q. Electronic Changeable Copy Signs are prohibited except as provided for in Section 23.743.065.

~~Q.~~R. Digital Freeway Signs are prohibited except as provided for in Section 23.743.150.

~~R.~~S. Electronic Graphic Display Sign prohibited except as provided for in Section 23.743.065.

~~S.~~T. Multi-vision Signs except as provided for in Section 23.743.065.

~~T.~~U. Signs with fluctuating illumination are prohibited, including any changes in light intensity or use of intermittent, strobe or moving light that does not fall under the definition of another sign types (e.g. video display sign).

~~U.~~V. Any other advertising device attached to a building, fence, pole, or vehicle on display not specifically mentioned, unless otherwise provided for in this Code.

~~V.~~W. Any sign in the public right-of-way unless otherwise permitted in this code or by the Public Works Director (e.g. encroachment permit).

~~W.~~X. Signs on portions of a structure exempted from the height requirements as described in Section 23.701.050 (Height Exceptions) when said features exceed the height limit of the underlying zone.

23.743.060 Allowed Permanent On-Site Sign Standards

Table 23.743-1 (Allowed Permanent On-Site Sign Standards) lists the development standards for all on-site permanent signs. These regulations are based on use type, rather than by zoning district, except as otherwise described herein. Only those signs that are permitted are listed. As provided in Section 23.743.040(A), all signs require Zoning Clearance prior to construction/installation, unless otherwise exempted. The purpose of these regulations is to regulate permanent signs that have a commercial message so that they comply and are consistent with the intent of this Chapter. Regulations for temporary signs are listed in Section 23.743.070 (Allowed Temporary On-Site Sign Standards). Regulations for off-site signs are listed in Section 23.743.080 (Allowed Off-Site Sign Standards).

The following rules and standards apply to permanent signs regulated by this Section:

1. **Collective Sign Area.** The total sign area allowed herein for each sign type may be distributed among the maximum number of signs permitted for that sign type. For example, the total allowed area for wall signs for a particular establishment may be distributed amongst the maximum number of wall signs allowed for that same establishment.

2. **Minimal Illumination.** Signs that may be illuminated may be done by any method that minimizes glare onto neighboring or abutting property, such as from behind the sign (e.g., light source behind the face of the sign, such as with the opaque, non-transparent face of a "can" sign or channel letters; silhouette spotlight behind letters) or low-level spotlight. In the case of electronic message signs, it is recognized that this standard is not applicable and, in such instances, the illumination level shall be regulated such that the illumination is appropriate to the time of day through the use of such means as light

meters and programmed illumination regulation or LEDs that are designed to limit the spread of light.

3. **Sign Area Allowance.** Allowable sign area is either a set square footage per establishment or is based on a ratio of sign area to primary building frontage. It is calculated as described in Section 23.743.090 (General Development, Maintenance, and Removal Provisions for All Sign Types). Where a ratio is described, it applies up to the listed maximum sign area.

4. **Building Frontage for Multiple Story Buildings.** For multi-story office buildings, the maximum sign area for building-attached signs is based on the primary building frontage of the building, not of the tenants. The total area allowed may be distributed among the tenants at the owner's discretion.

5. **Signage for Mixed-Use and Integrated Developments.** Generally, the standards listed are applicable to the use of the individual establishment or tenant. When multiple use types are present within one development (e.g., commercial and office, office and institutional), the development standards for signs applicable to that site shall be those applicable to the majority of uses in the development. For instance, if the predominant use in a development is commercial, then sign(s) for any other use type located with that same development (except as regulated in D above) shall also be governed by those same regulations (e.g., an office use in a commercial development shall be held to the standards for commercial developments). Additionally, the following rules shall apply:

   1. Commercial uses on the ground floor of a multi-story building where non-retail uses (e.g., office, residential) are located above the retail, regardless of the zoning district of predominant use, shall solely be regulated by the commercial sign standards. Building-attached signs must be located on the same story as the commercial use anywhere within the tenant space's building frontage.

   2. Office uses above the first floor of a multi-story building where the ground floor uses are predominantly commercial in character shall be solely regulated by the office sign standards for building-attached signs.

Table 23.743-1: Allowed Permanent On-Site Sign Standards

Sign Type		Maximum Number Permitted	Maximum Area[7]	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Home Occupations							
Building-Attached Sign	All types	1/home occupation	4 sf	Not extending above the roofline of the building	No		

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

Sign Type		Maximum Number Permitted	Maximum Area[7]	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Agricultural Uses							
Freestanding Sign	Monument only	1/establishment	Parcels < 5 ac, 16 sf; Parcels > 5 ac, 24 sf	6 ft	No	10 ft	
Permanent Subdivision Identification Signs							
Freestanding Sign	Monument or on fence/wall, not in ROW	1/entrance	24 sf	6 ft	Yes	10 ft	
	Monument, w/in ROW	1/entrance	24 sf	6 ft	No	[1]	
Multi-family Dwellings and Complexes							
Freestanding Sign	Monument only	1/entrance	24 sf	6 ft	Yes	10 ft	
Commercial Uses							
Building-Attached Signs	All types	No maximum	< 50 ft from ROW: 2:1; ≥ 50 ft from ROW: 3:1; max 300 sf[7]	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1/75 ft public street frontage, max 1/parcel[2, 3]	1 sf/ft street frontage, max 200 sf	10 ft	Yes	10 ft	[4]
Office Uses							
Building-Attached Signs	All types	1/establishment /building frontage	1:1, max 200 sf[7]	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1/parcel	24 sf	6 ft	Yes	10 ft	[4]

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

Sign Type		Maximum Number Permitted	Maximum Area[7]	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Industrial Uses							
Building-Attached Signs	All types	No maximum	< 50 ft from ROW: 2:1; ≥ 50 ft from ROW: 3:1; max 250 sf[7]	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1/parcel	40 sf	5 ft	Yes	10 ft	
Automotive Service Stations[6]							
Building-Attached Signs	All types	No max	125 sf all signs;	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	2	36 sf for freestanding signs, 52 sf including pricing signs	10 ft	Yes	10 ft	
Institutional and Public/Quasi-Public Uses							
Building-Attached Signs	All types	1	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1/major entrance	24 sf	6 ft	Yes	10 ft	
Parks							
Building-Attached Signs	All types	1/building	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument, 0-5 ac site	1/site	1 sf /ft primary site frontage, max 24 sf	6 ft	Yes	10 ft	

Sign Type		Maximum Number Permitted	Maximum Area[7]	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
	Monument, 5-15 ac site	1/major entrance, max 2 per site	1 sf /ft primary site frontage, max 40 sf each	6 ft	Yes	10 ft	
	Monument 15+ ac site	1/major entrance	1 sf /ft primary site frontage, max 100 sf each	10 ft	Yes	10 ft	
Religious Institutions							
Building-Attached Signs	All Types	1	36 sf total	Not extending above the roofline of the building	Yes		
Freestanding Sign	Monument only	1	24 sf for freestanding sign	6 ft	Yes	10 ft	

Notes:

1. *Within median island, sign must be set back three feet from sides and 12 feet from ends.*
2. *Where a parcel has more than 300 feet of public street frontage, one additional sign may be allowed for each additional 300 feet of frontage.*
3. *For corner lots, one additional sign may be allowed for the secondary street frontage, provided there is a minimum of 50 feet of frontage.*
4. *Must be located a minimum of 50 feet from all other freestanding signs.*
6. *Excludes the gas pricing component of the subject sign, which is regulated by state law.*
7. *Maximum total sign area may be exceeded with the approval of a Unified Sign Program. Signage may also be permitted to exceed the total signage allowance based on primary site or building frontage by 25% with the approval of a Unified Sign Program.*

23.743.065 Standards for Electronic Message Signs

A. Applicability. The signs listed below are permitted with the issuance of a Limited Use Permit as on-site signs in non-residential zoning districts within the size and height limits in Section 23.743.060 above. Provisions of this section apply to the following sign types as defined in this Chapter:

1. Video Display Signs;
2. Electronic Changeable Copy Signs;
3. Electronic Graphic Display Signs;
4. Multi-vision Signs; and
5. Time and Temperature Signs.

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE

Article 7 – Site Planning and Development Standards

B. Development Standards. The following provisions apply to all Electronic Message Signs:

1. An electronic sign or signs are limited to a maximum of 32 square feet per site and shall be included as part of the total sign area allowances established by Table 23.743-1.

2. Sign must be located on the site of the use identified or advertised by the sign.

3. Signs are only permitted in non-residential zoning district and must be located a minimum distance of 100 feet from an abutting residential district boundary.

4. Audio speaker or any form of pyrotechnics are prohibited in association with any electronic message signs.

5. The provision in Table 23.743-2 apply as noted.

Table 23.743-2: Additional Standards for Electronic Message Signs

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs) Day/Night1
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	10 words	10 second	6,000 / 1,000
Electronic Graphic Display	Images and text	No limit	20 seconds	6,000 / 1,000
Video Display	Moving pictures, **not permitted in any zone**	N/A	N/A	N/A
Multi-vision Sign	Rotating slats or cylinders creating a series of static graphic or text messages	No limit	10 seconds	6,000 / 1,000
Time and Temperature	Informational only	Time and temperature only	5 seconds	6,000 / 1,000

1. *Dimmer control required to change to the lower nighttime brightness setting at least 30 minutes prior to sunset. A change to the higher brightness setting is not permitted until 30 minutes after sunrise.*

23.743.070 Allowed Temporary On-Site Sign Standards

This Section describes standards for temporary on-site signs. All temporary signs require a Temporary Use Permit prior to their establishment. Temporary signs may include, but are not limited to, commercial signs for grand openings or for special product, sale, or event advertising. All temporary signs must comply with the standards listed in Table 23.743-2 (Allowed Temporary On-Site Sign Standards) and are subject to the following:

A. **Time Duration.** Permitted for a period not to exceed 30 days. No more than four Temporary Use Permits for temporary signs shall be issued for the same property per calendar year. Inflatable signs are prohibited. .

B. **Illumination.** Temporary signs may not be illuminated.

C. **Message.** Temporary signs displaying a commercial message shall be limited to on-site signage only. Off-site signage displaying a commercial message shall not be permitted.

Table 23.743-3: Allowed Temporary On-Site Sign Standards

Type	Maximum Temporary Number Permitted	Maximum Area	Maximum Height	Minimum Setback from ROW[1]
On-Site Subdivision Balloons[2]	5 balloons per sales trailer or model home complex	none	65 feet	5 feet
On-Site Subdivision Directional Signs	1/subdivision entrance, max 6[3]	32 sf	10 ft	10 ft
On-Site Subdivision Flags	10 poles/subdivision	15 sf/pole	20 ft	10 ft
Commercial, Office, and Industrial uses, Building-Attached Signs (included banners)	2/establishment[5]	100 sf[4]	roofline	
Commercial, Office, and Industrial uses, Freestanding Signs[5]	2/establishment[5]	24 sf[4]	10 ft	5 ft
Multi-family Dwelling Complexes (e.g., apartments)	3/complex	< 10 units: 24 sf > 10 units: 32 sf.	roofline if on building; otherwise 10 ft	5 ft.
Agricultural Uses	1/establishment	5 sf	5 ft	5 ft
Public/Quasi-Public Uses	1/use	5 sf	5 ft	5 ft

Notes:
1. *Must be located outside of the clear vision triangle.*
2. *Only allowed Friday to Monday, except "infill subdivisions" west of Sunrise Boulevard may display balloons seven days a week.*
3. *There is no limit on the number of on-site directional signs when they are internal to the subdivision. All other standards are required.*
4. *Combined square footage of all temporary signs shall not exceed 100 square feet.*
5. *Includes vertical "flag" signs which shall be securely anchored into the ground.*

23.743.080 Allowed Off-Site Sign Standards

~~Generally, all new~~ New off-site commercial signage is prohibited within the City except as permitted in this Section and 23.743.150, Digital Freeway Signs Overlay. Existing off-site commercial signs (e.g., billboards) not permitted pursuant to Sections 23.743.080 (C) or 23.743.150 are considered nonconforming signs as regulated by Section 23.743.140. However, consistent with state law, the City does permit off-site subdivision directional signs. As

described in Section 23.743.030, these are temporary and limited-term signs that provide direction/location information to motorists and pedestrians for initial home sales of multiple lots with a single builder within a master planned community, including both single-family and multi-family for sale products. Off-site ~~subdivision directional~~ signs shall be regulated as follows:

A. **Weekend Directional Stake Signs.** Weekend directional stake signs are those signs customarily displayed on the weekends, measuring less than nine square feet in area, and mounted on wooden stakes. Such signs may be used to identify the name and location of active home sales as part of a new residential subdivision/condominium project, provided that each face of the sign does not exceed four square feet, and it is mounted such that it is no more than four feet tall from the ground and is set back a minimum of five feet from the edge of the roadway pavement. Additionally, such signs are only allowed on a temporary basis from noon on Friday to no later than noon on the following Monday. In the event that Friday is a nationally recognized holiday, said signs may be erected on Thursday after noon. In the event that Monday is a nationally recognized holiday, said signs may remain in place until Tuesday by noon. In no event may a weekend directional stake sign be located within a roadway median.

B. **Multi-Development Kiosk.** Temporary off-site multisectioned directional subdivision signs are permitted, subject to the issuance of a Temporary Use Permit and conformance with the following development standards:

1. Location. The kiosk shall be located outside of the clear vision triangle and within the buildable area of the lot as defined by the setback regulations of the underlying zoning district. The sign shall only be located a minimum of 75 feet from another freestanding sign. It shall only be located on streets with an ultimate design of four travel lanes or more.

2. Height. The maximum height of the kiosk shall be 20 feet.

3. Area. The maximum area of one face of the kiosk shall be 36 square feet. The maximum area for any one subdivision per face shall be 12 square feet.

4. Number of faces. Kiosk may have up to four faces with the angle between the faces no more than 90 degrees.

5. Illumination. Kiosks may not be illuminated.

C. **Billboard Relocation.** Off-site signs which meet the eligibility criteria outlined below may~~should~~ be relocated from one location to another location, subject to issuance of a Conditional Use Permit from the City Council~~ after a recommendation from the Planning Commission. Denial of a use permit application by the Planning Commission shall be final unless an appeal is filed with the City Council~~. Billboard relocations that include the use of a Digital Display Area(s) must meet the permit requirements and development standards identified in Section 23.743.150, in addition to the eligibility criteria outlined below.

1. Eligibility criteria for existing signs and site locations

i. Existing sign has been documented by the applicant/owner to have been lawfully erected and maintained.

ii. Site has not been acquired by any public agency necessitating sign removal.

iii. Existing sign owner and/or property owner has not been notified by the City that the sign must be amortized because it is presently located in an agricultural or residential zone.

iv. The proposed sign location is within an automotive or industrial zone.

2. Development standards for relocated signs. Relocated billboard signs shall comply with the following standards:

i. Area. The maximum area allowed shall be 720 square feet.

ii. Length. The maximum length allowed shall be 50 feet.

iii. Location. Each off-site sign shall be located not less than 300 feet from any other off-site sign nor closer than 75 feet from any on-site freestanding sign. No off-site sign shall be located within 200 feet of a parcel located within any Agricultural or Residential zone nor shall any such off-site sign be located more than 1,000 feet from a parcel lawfully used for commercial or industrial purposes. Each off-site sign shall be so located that the part of the sign closest to the street right-of-way shall be not less than 50 feet from the right-of-way. An off-site sign may be permitted with a setback the same as the building on the parcel, with a minimum setback of 25 feet.

iv. Height. The maximum height shall be 30 feet.

v. Measurement of the spacing of off-site signs regulated by this Section.

a. When measuring the separation of signs or uses along a public street, the location of each sign shall be projected at right angles to the center line of the street and distance measured along the street center line between the two points projected thereto.

b. When measuring distance between signs located on parcels located at intersecting streets, the sign location is to be projected at right angles to the street center line and the distance is measured on the center line of the two streets between the two projected points. Only one off-site sign shall be permitted per corner parcel.

c. Any measurement from a sign to another land use zone shall be by straight line measurements from the closest point of the sign to the zoning boundary.

vi. Aesthetics

a. The sign will not require removal or substantial trimming of existing vegetation or landscaping.

b. The sign will not obstruct or obscure on-site signs on the same or adjacent properties.

vii. Traffic safety

a. The sign will not be a visibility hazard to traffic on adjacent streets or parking areas.

b. The sign will not reduce parking availability as required by this Title.

c. The sign will not interfere with on-site vehicular circulation.

viii. Compatibility. The sign will not have substantial detrimental effects on views from and light striking adjacent or surrounding properties.

3. Proposed sign and site location guidelines for relocated signs within automotive and industrial areas. The following guidelines are not mandatory but should be considered by the designated Approving Authority during public hearings on Conditional Use Permit applications for relocated signs.

i. All relocated off-site signs should be freestanding and should be built with a single supporting post, if at all possible, and should be located on no more than two supporting posts.

ii. Signs should not be relocated into the Special Sign District.

iii. Double-paneled signs should not have an interior angle between the face of the panels greater than 20 degrees.

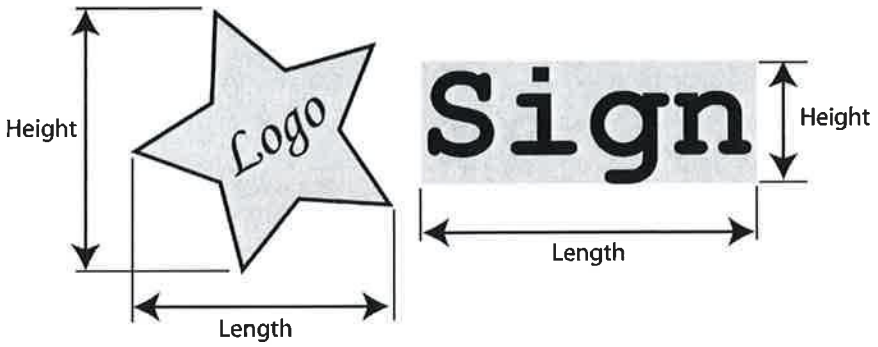
23.743.090 General Development, Maintenance, and Removal Provisions for All Sign Types

This Section describes the standards applied to the development, maintenance, and removal of signs within the City.

A. **Measurement of Sign Area**

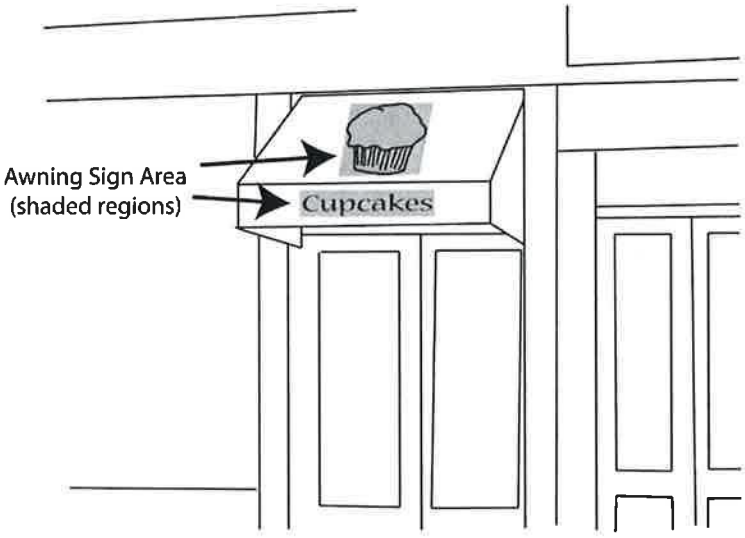
1. Generally. When the sign is composed of letters applied to the building without a distinctive background (e.g., channel letters), the area of the sign may be measured by the height of the letters times the length of each line of letters and may be computed at 75 percent; otherwise, the area of the sign shall be measured to the outside perimeter of the sign, including the area of any voids within a simple bounding perimeter. See Figure 23.743-5 (Sign Area).

Figure 23.743-5: Sign Area



2. Awning or canopy signs. Sign copy which is applied to an awning or canopy shall be computed at 100 percent of the area within a single rectangle enveloping the sign copy. See Figure 23.743-6 (Awning or Canopy Sign Area).

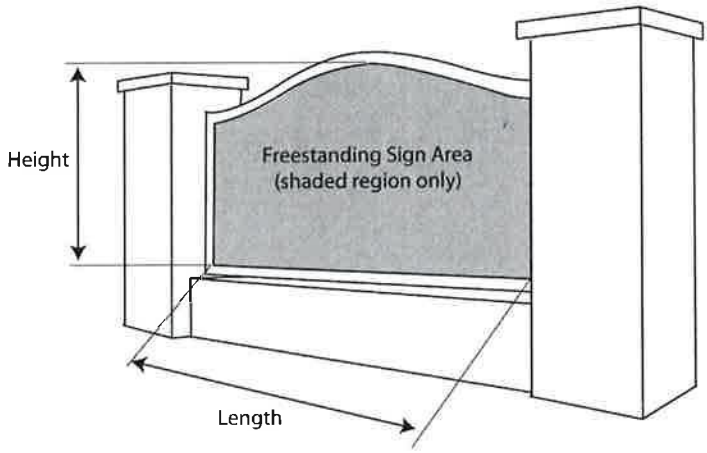
Figure 23.743-6: Awning or Canopy Sign Area



3. Freestanding signs. Freestanding signs are to be computed as total height by the total length of the sign or signs for one side for double-faced signs, excluding framework of separate single wood post or masonry column and single wood or masonry beam. The base of a monument sign is not part of the sign. See Figure 23.743-7 (Freestanding Sign Area).

i. Freestanding signs that have more than one face (e.g. two-sided, three-sided) shall have the sign area computed based on the largest area.

Figure 23.743-7: Freestanding Sign Area



Three-dimensional objects. Where a sign consists of one or more three-dimensional objects (e.g., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign area shall be measured at their maximum projection upon a vertical plane, as viewed from a position in the public right-of-way which produces the largest visual projection

B. **Measurement of Sign Height**. Sign height shall be measured from the uppermost part of the sign used in determining the area of the sign to the lowest elevation at the base of the sign.

C. **Maintenance of Signs.** All signs shall comply with the following criteria:

1. All transformers, equipment, programmers, and other related items shall be screened and/or painted to match the building or shall be concealed within the sign.

2. All permanent signs shall be constructed of quality, low-maintenance materials such as metal, concrete, natural stone, glass, and acrylics. Techniques shall be incorporated during construction to reduce fading and damage caused by exposure to sunlight or degradation due to other elements.

3. All signs shall be constructed in compliance with any applicable building, electrical, or other code in effect at the time of construction or maintenance, with particular respect to wind and seismic loads and overturning moment.

4. All freestanding signs that incorporate lighting shall have underground utility service.

5. Signs shall be cleaned, updated, and/or repaired as necessary to maintain an attractive appearance and to ensure safe operation of the sign. Unacceptable sign conditions include broken or missing sign faces, broken or missing letters, chipped or peeling paint, water damage, missing or inoperative lights, exposed mechanical or electrical components, and missing or broken fasteners. Failure to respond to a written request from the City to perform maintenance work shall result in revocation of the sign's permit or status as exempt from permit, subject to the appeal provisions of this Code.

6. All temporary signs and banners shall be made of a material designed to maintain an attractive appearance for as long as the sign is displayed.

7. All illuminated signs shall be of such intensity or arranged in such a manner so as to avoid unreasonable glare for abutting properties or vehicular traffic.

D. **Illumination Standards.** The artificial illumination of signs, either from an internal or external source, shall be designed to minimize negative impacts on surrounding rights-of-way and properties. The following standards shall apply to all illuminated signs:

1. External light sources shall be directed and shielded to limit direct illumination of an object other than the sign;

2. The light from an illuminated sign shall not be of an intensity or brightness that will create glare or other negative impact on residential properties in direct line of sight to the sign;

3. Unless otherwise permitted by another provision of this Chapter, signs shall not have blinking, flashing, or fluttering lights, or other illumination devices that have a changing light intensity, brightness, or color, unless otherwise allowed as an electronic message sign;

4. Colored lights shall not be used in a manner so as to be confused with traffic control devices;

5. Reflective type bulbs and incandescent lamps that exceed 15 watts shall not be used on the exterior surface of signs so that the face of the bulb or lamp is exposed to a public right-of-way or adjacent property; and

6. Light sources shall utilize energy-efficient fixtures to the greatest extent possible.

E. **Sign Removal or Replacement.** When a sign is removed or replaced, all brackets, poles, and other structural elements that support the sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure. This provision does not apply to routine maintenance.

F. **Setback and Spacing of Freestanding Signs**

1. The minimum setback distance for signs shall be measured from back of the public right-of-way, unless an encroachment permit is granted.

2. Except as provided herein, setback for signs shall be measured from the future right-of-way as provided by Section (F)(1) above to the closest edge of the sign. For streets which are improved to a width less than the future right-of-way, setback for signs may be measured from the existing improvements meeting current City standards, provided that a relocation agreement shall be recorded at the owner's expense which guarantees that the property owner agrees to relocate the sign at his/her own expense to the required setback from the right-of-way at such time that the City widens (or causes to be widened) the street to the future right-of-way. For parcels where improvements are not complete to meet present City standards, setback shall be measured from that point which would abut City standard improvements if they were installed. For parcels that do not have existing improvements and where other parcels within the same block have improvements, the setback may be measured from a projection of existing street improvements within the same block. In no case shall a sign be located within the dedicated right-of-way.

G. **Location of Building Signs.** Building signs may be located along any frontage of a building that faces directly onto a public right-of-way or an internal circulation path of the site. Orientation of signs such that they face directly onto residential property is to be avoided and is allowed only when there is no practical alternative and the visibility of the sign from the residence is minimized.

23.743.100 Development Standards for Special Types of Signs

This Section describes the standards for certain types of signs as defined in Section 23.743.030 (Definitions) of this Chapter. These provisions are consistent with the development standards for signs as listed in Table 23.743-1 (Allowed Permanent On-Site Sign Standards).

A. **Awning and Canopy Signs.** Awning or canopy signs may be permitted only as an integral part of the awning or canopy to which they are attached or applied. Awning and canopy signs shall be regularly cleaned and kept free of dust and visible defects.

B. **Blade/Bracket Signs.** All signs projecting over walks, halls, corridors, passageways, or aisles shall be installed in compliance with the Handicapped Access Regulations, California Code of Regulations, Title 24, State Building Code, Part 2, Section 2 1721, entitled "Protruding Objects."

C. **Freestanding Signs**

1. Design. The mass/scale of a freestanding sign shall be consistent with the overall design of the building. The design and placement of the sign shall not interfere with the required clear vision triangle.

2. Landscape requirements. See Section 23.716.060(H) (Signs)

3. Construction. Only monument signs are permitted types of permanent freestanding signs in the City. Signs constructed with exposed metal poles that are not architecturally integrated into the design of sign are considered pole signs and are prohibited. Freestanding signs may be constructed with poles as a sub-structure,

provided that the poles are covered with architectural cladding or coverings so they appear to be architecturally integrated.

D. **Electronic Message Signs.** Electronic message signs as part of an on-site sign may be permitted through a Conditional Use Permit from the City Council, provided that the message is for on-site message, except for public information messages, and shall be programmed so that the message does not change more than once every 60 seconds (scrolling messages are prohibited).

E. **Time/Temperature Signs.** A time and/or temperature sign does not count toward the otherwise applicable limits as to number and size of sign for the property on which it is located, provided:

1. Maximum area and height. The sign shall have a maximum area of 36 square feet and shall comply with the height requirements established in Table 23.743-1 (Allowed Permanent On-Site Sign Standards) for the type of sign (building/freestanding) to which it is attached.

2. Design. The sign shall be designed in a manner that is architecturally compatible with other signs and with the structure on which it is placed.

F. **Building-Attached Signs.** Building-attached signs (e.g., wall signs, channel letter signs) shall comply with the following development standards:

1. Location. The sign shall not be placed to obstruct any portion of a window, doorway, transom, or other architectural detail.

2. Maximum area and height. The sign shall not project above the edge of a structure and shall comply with the height requirements established in Table 23.743-1 (Allowed Permanent On-Site Sign Standards).

3. Projection from wall. The sign shall not project from the surface upon which it is attached more than required for construction purposes and in no case more than 18 inches. See Section 23.743.090 (General Development, Maintenance, and Removal Provisions for All Signs) for three-dimensional elements on all signs.

23.743.110 Special Sign Districts

Nothing within this Chapter shall prohibit the City from establishing Special Sign Districts for specific areas or districts of the City. The intent of these Special Sign Districts is to provide a uniform and consistent branding and identification for areas of the City which would benefit from such regulations. Examples may include, but are not limited to, the Downtown and the Convention District. As part of the Special Sign District, the City may adopt special development standards for private party signs that apply to property within the Special Sign District. The designated Approving Authority for adoption of Special Sign Districts shall be the City Council and the process for adoption shall be the same as for text amendments to this Zoning Code. Upon adoption, each Special Sign District shall be listed herein for reference, and the boundaries and title of the Special Sign District shall be added to or otherwise designated on

the City Zoning Map. Applications for Zoning Clearance under the regulations of a Special Sign District shall be reviewed in the same manner as other Zoning Clearances for signs.

23.743.120 Special Sign Corridors

A. **Purpose and Designation.** The Special Sign Corridors are hereby designated along state highways, county roads, and rivers which accommodate the traveling public. These types of corridors have traditionally attracted large, bright, gaudy signs in an effort to attract the attention of the traveler to a business or a product which may or may not be related to the travel way or the needs of the traveler. The purpose of the regulations in this Section is to make provisions for signs that identify the name and type of business in an aesthetic manner that complements the architecture of the building and serves the needs of the traveling public

B. **Locations and Boundaries of Special Sign Corridors.** The following roads, rivers, and other travel ways shall have a Special Sign Corridor established for them based upon a radius/buffer from the established centerline of the roadway as identified. These Special Sign Corridors and their respective radii shall be delineated on the City Zoning Map (see Section 23.301.030, Zoning Map).

1. US Highway 50 – 1,000-foot radius/buffer

2. Sunrise Boulevard from the American River to Jackson Highway – 500-foot radius/buffer

3. American River centerline/northern city limits – 500-foot radius/buffer

C. **Permit Required**

1. Within the Special Sign Corridors, a Conditional Use Permit shall be required from the designated Approving Authority prior to issuance of Zoning Clearance for any freestanding sign located within the Special Sign Corridor. For all other signs, only Zoning Clearance (administrative approval) is required.

2. Where the building and facilities are of size, shape, height, of multiple uses, or of such geographical conditions or location that office use sign provisions are not appropriate, an individual sign or the complete sign program for said parcel or facility may be considered by Conditional Use Permit when the designated Approving Authority finds that the proposed sign or signs:

   i. Are proportional and in scale with the buildings.

   ii. Are compatible in design, color, and material with the building and surrounding area.

   iii. Do not constitute a special privilege over adjoining uses.

   iv. Do not block from view existing buildings and existing signs.

v. Are unobtrusive.

vi. Are in keeping with the intent of the sign regulations.

vii. Do not exceed the height and size entitlement for signs located on parcels in the same zone which are not within the Special Sign Corridor

D. **Applicability to Special Standards.** Unless otherwise exempted, all signs proposed for property located either entirely or partially within a Special Sign Corridor shall require issuance of Zoning Certification and shall conform to the special development standards herein established. Those signs specifically exempted from these special standards include the following:

1. Signs otherwise exempt from the requirement for Zoning Clearance as identified in Section 23.743.040(E) (Exempt Signs), provided they conform to any applicable development standards listed therein (e.g., directional signs);

2. Signs for automotive service stations, limited to signage specifically required by State Law; and

3. Signs which can be shown by the applicant through a visual simulation or other quantifiable justification to not be visible from the roadway or travel way associated with the respective Special Sign Corridor.

E. **Prohibited Signs.** In addition to the provisions of Section 23.743.050 (Prohibited Signs), the following additional sign types shall be prohibited within Special Sign Corridors:

1. Pole signs

2. Any off-site sign except the following:

i. Off-site subdivision signs developed consistent with the standards of Section 4.15.080.B (Multi-Development Kiosk); or

ii. Billboards relocated pursuant to the standards of Section 23.743.080.C (Billboard Relocation), provided the sign being relocated to the Special Sign Corridor was already located within a Special Sign Corridor

~~ii.~~iii. Digital Freeway Signs allowed pursuant to the standards of Section 23.743.150 (Digital Freeway Signs Overlay), provided the Digital Freeway Sign is a refurbished, existing traditional billboard, or replaces an existing sign that is being relocated from elsewhere within the Special Sign Corridor.

F. **Standards for Signs in Special Sign Corridors**

1. Generally, all signs located within a Special Sign Corridor, regardless of associated use type or underlying zoning district, shall conform to the development standards listed in Table 23.743-1 (Allowed Permanent On-Site Sign Standards) for office uses.

2. The exception to this standard shall be, as described in Section 23.743.120(D) (Applicability of Special Standards), if an applicant can demonstrate that a proposed sign will not be visible from the roadway or travel way associated with the respective Special Sign Corridor, that sign may be developed consistent with the provisions for the associated use type.

3. For parcels with no public street frontage and being served by access easement, mutual parking agreement, or a private road, that parcel may have one monument sign at the point of access to a public or private street consistent with the following standards:

   i. The maximum area allowed shall be 24 square feet.

   ii. The maximum height allowed shall be six feet.

   iii. The minimum setback allowed shall be 10 feet from existing street improvements or right-of-way line, or as otherwise determined by enforcement agency when other than a public street.

   iv. A minimum of 50 feet of spacing shall be maintained between the subject freestanding sign and any other freestanding sign.

   v. The sign shall be located within a landscaped area with a minimum of three feet of landscape area in each direction.

23.743.130 Gateway Signage Program

A. **Establishment and Purpose.** The City does hereby establish a Gateway Signage Program for the purposes of establishing special signage at key entrances into the City and major districts within the City. The City recognizes that by providing major signage opportunities at key entrances to the City and major districts (e.g., Downtown, Convention area, regional town center), the businesses, activities, events, and places of the community can be promoted for the greater public benefit.

B. **Location Requirements for Gateway Signs.** Gateway signs may be located at each of the entrances to the City from US Highway 50 including Bradshaw Road, Mather Field Road, Zinfandel Drive, Sunrise Boulevard, and Rancho Cordova Parkway. Gateway signs must be located on property within the city limits, within the City's public right-of-way, or within the Caltrans right-of-way upon issuance of a Caltrans Encroachment Permit. Gateway signs may also be located as part of any Regional Town Center zone.

C. **Administration, Design, and Operation of Gateway Signs.** The Gateway Signage Program is a City-administered program. The process for securing sites, designing the signs, leasing or otherwise providing space on the sign for identification of uses and events in the City, maintaining the signs, and other functions shall be established by City Council resolution and may be updated from time-to-time as deemed necessary by the Council. Nothing herein shall prohibit the City from acquiring the services of a private organization for purposes of designing, constructing, maintaining, and operating the sign(s).

D. **Special Development Standards for Gateway Signs.** Because of the unique location and purpose of gateway signs, the following general development standards shall apply:

1. As a freestanding sign, gateway signs may be either monument or pylon signs. The maximum height allowed shall be 60 feet. The maximum allowed area for all signage on each gateway sign shall be 1,000 square feet.

2. No more than one sign shall be located at each freeway off-ramp site or Regional Town Center zone.

3. The sign should include the City logo and identification, through text and/or iconic signage, of the area of the City with which it is associated (e.g., Cordova Town Center, Sunrise Station, Mills Station/Mather Field).

4. All other development standards listed in Section 23.743.090 (General Development, Maintenance, and Removal Provisions for All Sign Types) shall be adhered to, especially illumination standards.

23.743.140 Nonconforming and Abandoned Signs

A. Except as otherwise provided in this Chapter, any sign lawfully in use on the effective date of this Code, or any amendment thereto, shall be considered a legal use and as such may continue to operate and exist, provided:

1. Nonconforming signs shall be kept in good repair and visual appearance. Structural alterations or modifications of any nonconforming sign are prohibited. Structural repair resulting in same size and shape is permitted subject to the provisions of Title 18 of the Municipal Code. Change of copy on a nonconforming sign shall be allowed, provided the change does not increase the area of the sign (see Section 23.743.040).

2. Whenever any modifications, alterations, or changes occur or are proposed as provided in Chapter 23.170 (Nonconforming Uses and Structures), the sign shall be brought into conformance with the provisions, standards, and regulations of this Chapter, requiring issuance of Zoning Clearance.

B. The City Council~~, Planning Commission,~~ or other designated Approving Authority, may, as a condition of rezoning, Design Review or Use Permit (any type)or other development entitlement, require any nonconforming sign on the applicable property to be removed or altered so as to comply with the provisions of this Chapter.

C. Off-site signs, except off-site subdivision directional signs that were lawfully erected pursuant to the Zoning Code in effect immediately prior to December 26, 1985, and which do not comply with Sacramento County Ordinance No SZC 85-124 shall be nonconforming signs subject to the remedies in Business and Professional Code Section 5412. The failure to have a Conditional Use Permit for an off-site sign as of December 26, 1985, shall not, by itself, cause a sign to become nonconforming.

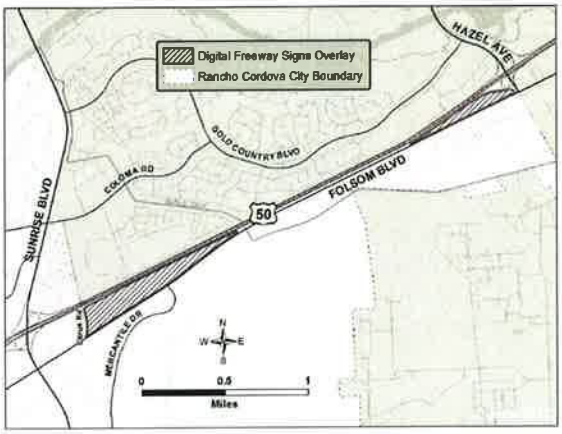
D. Sign structures which have no message attached to them for more than 90 days shall be considered abandoned signs and as such may be abated by the City. For regulatory purposes, any factors indicating abandonment shall not begin occurring until 90 days after this Chapter first goes into effect.

23.743.150 Digital Freeway Signs Overlay

A. **Purpose and Designation.** The Digital Freeway Signs Overlay is hereby established to enable the consideration of digital freeway signs in certain, specific locations within the City. Digital Freeway Signs located within the Overlay area, that meet the development standards established below may be permitted through a Conditional Use Permit and entrance into an Operating Agreement with the City Council. Digital Freeway Signs are only allowed as Billboard Relocations or as conversions of an existing billboard in place.

B. **Location.** The Digital Freeway Signs Overlay encompasses two specific geographies in the northeastern area of the City. As seen in Figure 23.743-8 below, the Sunrise Boulevard area is bound by Highway 50 on the north, Folsom Boulevard on the south, Citrus Road on the west, and the terminus of the Industrially zoned parcels on the east. Also, as seen in Figure 23.743-8 below, the Hazel Avenue area is bound by Highway 50 on the north, Folsom Boulevard on the south, and Hazel Avenue on the east. Digital Freeway Signs proposed outside of these two specific areas are prohibited.

Figure 23.743-8: Digital Freeway Signs Overlay Location



C. **Development Standards.**

1. Legally existing traditional billboards may be refurbished to become a Digital Freeway Sign, subject to the development standards below, issuance of a Conditional Use Permit and entrance into an Operating Agreement with the City Council.

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i. Number of Faces. A Digital Freeway Sign may consist of at most, 2 Digital Display Areas, each positioned to be visible only by opposing directions of traffic. Double-faced signs shall not have an interior angle between the face of the panels greater than 45 degrees.

ii. Height. The maximum height shall be 60 feet.

iii. Area. The maximum area of the each digital display area is 672 square feet.

iv. Distance between Signs. No Digital Freeway Sign shall be located within 2,500 feet of any other Digital Freeway Sign within the City limits.

v. Sign Structure. The sign structure supporting and surrounding the Digital Display Area shall be as small as feasibly possible so as to avoid any unnecessary height or width to the sign. The sign structure shall not add stylistic or architectural detailing to further call attention to the sign.

vi. Pole Cladding. Decorative pole covering is required for newly constructed Digital Freeway Signs as well as any existing traditional billboard that is converted to a Digital Freeway Sign. Such covering shall be simple and streamlined in material and design so as to not call further attention to the sign.

vii. Message Display. Digital Freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing or scintillating lighting, or varying light intensity.

viii. Minimum Display Time. Each message on the sign must be displayed for a minimum of eight (8) seconds.

ix. Illumination. Digital Freeway Signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a distance of 250 feet from the sign face. Each Digital Display Area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day.

x. Aesthetics. The sign will not require substantial trimming or reduction of existing vegetation and landscaping. The sign will not obstruct or obscure on-site signs on the same or adjacent properties.

xi. Traffic Safety. The sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign will not reduce parking availability as required by this Title. The sign will not interfere with on-site vehicular circulation.

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xii. Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate Digital Freeway Signs. These alternate technologies may be incorporated into existing legally permitted Digital Freeway Signs in the future without additional permissions from the City Council so long as (i) the requisite maximum brightness standards are met and (ii) no exterior physical change to the Digital Display Area will occur. The owner is responsible for obtaining any required ministerial permits for technology improvements as required by applicable Code standards. The City will expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.

2. An Operating Agreement between the City and the applicant is required prior to, or in conjunction with the issuance of a Conditional Use Permit for a Digital Freeway Sign. Operating Agreements may include, but are not limited to, provisions that address:

(i) the permanent removal of at least one legally existing billboard within the City;

~~4.~~ (ii) City access to a portion of the total available display time to allow the City, at the discretion of the applicant, to present messages of community interest;

(iii) the provision of access to the City and other appropriate agencies for the purpose of displaying public safety messages such as "Amber Alert" messages and emergency-disaster communications; and

(iv) the establishment of a Quality and Maintenance Plan in order to ensure implementation of the development standards set forth in Subdivision (C) of this Chapter.

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MEMORANDUM

DATE: July 2, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE COMMERCIAL SOLID WASTE AND RECYCLABLE COLLECTION FRANCHISE AGREEMENT**

RECOMMENDATION

Adopt Resolution No. 55-2012.

RESULT OF RECOMMENDED ACTION

Adoption of a resolution will allow the City Manager to execute a new non-exclusive commercial solid waste and recyclables collection franchise agreement with Zanker Road Resource Management, Ltd, a California Limited Partnership, dba Green Waste of Sacramento.

ADVANCES GOAL: 5

BACKGROUND

On September 2003, the City Council adopted Ordinance No. 15-2003, which included provisions to establish the authority of the City to regulate solid waste hauling companies that provide waste collection and disposal services to commercial businesses and multi-family complexes in the City and to establish the franchise fee for commercial solid waste haulers at eight percent (8%).

On April 2010, City Council adopted Resolution No. 17-2010 which increased the franchise fee from 8% to 10%. The additional franchise fee revenue was needed to fund various solid Waste related programs, including street sweeping, illegal dumping mitigation, and road maintenance.

Public Works Department staff has reviewed the application submitted by Zanker Road Resource Management, Ltd. and found it to be in compliance with the ordinance requirements. Therefore, staff recommends City Council give the City Manager the authority to execute a new non-exclusive commercial solid waste and recyclables collection franchise agreement with Zanker Road Resource Management, Ltd.

FISCAL IMPACT

Section 6 of the Commercial Solid Waste and Recyclables Collection Franchise Agreement requires franchisees to pay a ten percent (10%) franchise fee on gross revenues received for commercial solid waste collection services provided within the City. This fee generates revenue by the franchisees to the City. The new commercial franchise agreement with Zanker Road Resource Management will contribute to this revenue stream.

ATTACHMENT

Resolution No. 55-2012 including Contract No. 39-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 55-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT

WHEREAS, the City Council of the City of Rancho Cordova acknowledges the need to provide state-of-the-art facilities, equipment and programs to local commercial businesses for the safe and legal collection, transportation and recycling of solid wastes, and

WHEREAS, in September 2003 the City Council of the City of Rancho Cordova adopted Resolution No. 55-2003 and Ordinance No. 15-2003, which established the framework for the City Council to regulate commercial solid waste haulers and provided continuation rights for SWA franchisees to operate within the City through December 2005; and

WHEREAS, Ordinance No. 15-2003 has been amended three times since City incorporation, including the latest amendment on December 7, 2009 (Ordinance No. 23-2009); and

WHEREAS, Zanker Road Resource Management, Ltd. has submitted an application to the City in order to receive a non-exclusive franchise to collect commercial solid waste and recyclables within the City limits; and

WHEREAS, Public Works staff has reviewed the application and find it to be in compliance with the ordinance requirements.

NOW, THEREFORE, THE CITY COUNCIL OF RANCHO CORDOVA does hereby resolve that the City Manager is authorized to execute a new non-exclusive commercial solid waste and recyclables collection franchise agreement with Zanker Road Resource Management, Ltd. (**Exhibit A**) in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ___ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ZANKER ROAD RESOURCE MANAGEMENT, LTD

This Agreement is made and entered into this 19th day of May 2012, by and between the City of Rancho Cordova, a municipal corporation of the State of California, hereinafter referred to as "CITY", and Zanker Road Resource Management, Ltd., a California Limited Partnership, dba Green Waste of Sacramento ("FRANCHISEE").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste and recyclables handling within their jurisdictions; and

WHEREAS, the CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified companies for the collection, transport, processing and disposal of commercial solid waste and recyclables in the CITY; and

WHEREAS, the Legislature has found and declared in Section 49510 of the Public Resources Code that it is in the public interest to foster and encourage solid waste and recyclables enterprise so that, at all times, there will continue to be competent enterprises willing and financially able to furnish needed solid waste and recyclables handling service; and

WHEREAS, one of the purposes of this Agreement is to regulate such Franchises in order to ensure the orderly collection, transportation, processing and disposal of commercial solid waste and recyclables in the CITY and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY requires all haulers, including governmental and public entities, providing commercial solid waste services in the CITY to obtain a non-exclusive Franchise in order to regulate this business, ensure its orderly operation and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, FRANCHISEE has applied to CITY for a Commercial Solid Waste and Recyclables Collection Franchise; and

WHEREAS, the CITY Public Works Director has reviewed FRANCHISEE'S application for the purpose of determining whether FRANCHISEE meets the requirements for the granting of such Franchise; and

WHEREAS, the CITY has determined that the grant of such Franchise to FRANCHISEE is in the public interest; and

WHEREAS, CITY intends to receive value for the Franchise issued; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all commercial solid waste collected in the CITY and CITY is not instructing Franchisee how to collect, transport, process or dispose of commercial solid waste or recyclables so long as its operation is consistent with CITY Ordinance 23-2009; and

WHEREAS, CITY and FRANCHISEE desire to enter into a Commercial Solid Waste and Recyclables Collection Franchise Agreement in order that FRANCHISEE may perform commercial solid waste and recyclables collection, transportation, processing and disposal services in the CITY.

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree as follows:

Section 1. Grant Of Franchise.

a. CITY hereby grants to FRANCHISEE a non-exclusive Commercial Solid Waste and Recyclables Collection Franchise ("Franchise") authorizing FRANCHISEE to engage in the business of collecting, transporting, processing and disposing of commercial solid waste and recyclables kept, accumulated or generated in the CITY and to use the public streets and rights of way for such purpose.

b. This grant is pursuant to FRANCHISEE's application for the Franchise, which application is incorporated herein by this reference.

Section 2. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, CITY Ordinance 23-200923-2009, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

Section 3. Term Of Franchise.

(a) Subject to Section 20 of this Agreement, the term of the Franchise granted to FRANCHISEE shall be from the date first indicated above to December 31, 2012.

(b) No later than one hundred and twenty (120) days prior to the end of the term of this Agreement, FRANCHISEE shall provide CITY with updated application information identifying all material changes since the submission of the initial application or the last application update.

(c) No later than one hundred twenty (120) days prior to the end of the term of this Agreement, either CITY or FRANCHISEE may give notice of a desire to negotiate material changes to this Agreement and the parties agree to negotiate in good faith regarding such proposed changes.

Section 4. Conditions for Effectiveness.

The effectiveness of this Agreement is subject to FRANCHISEE's satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by CITY.

a. Accuracy of Representations. The representation and warranties made by FRANCHISEE in its Application for Franchise are true and correct on and as of the effective date.

b. Absence of Litigation. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

c. Furnishing of Insurance. FRANCHISEE has furnished evidence of the Insurance required by Section 12 of this Agreement.

Section 5. Limitations on Scope of Franchise.

Under the terms of this Franchise, the Franchisee has the authority to collect only multi-family residential, commercial and industrial solid waste and recyclables and to provide drop-box service to all generators.

Section 6. Franchise Fees.

a. During the term of the Franchise, FRANCHISEE shall pay to CITY franchise fees for the privilege of engaging in the business of collecting, transporting and disposing of commercial solid waste and recyclables kept, accumulated or generated in the CITY.

b. Franchise fees shall be payable on all gross commercial solid waste collection revenues received from customers located within the CITY. The franchise fee shall be calculated based on gross collection revenues prior to FRANCHISEE imposing the franchise fee on its customers.

c. Such fees shall be in the amount established for commercial solid waste services as set forth in Resolution No. 17-2010 adopted by the CITY Council on April 5, 2010, or in such other amounts as are set forth in any subsequent resolution that may be adopted by the CITY Council. Franchise fees may be modified in the amount and manner of payment at any time during the term of this Agreement by a resolution of the CITY Council. However, the initial franchise fee shall be ten percent (10%) of such received revenues.

d. All FRANCHISEES, including public entities engaged in the collection of commercial solid waste and recyclables, shall pay the franchise fee as set forth in CITY Resolution No. 23-2009, or such other franchise fees as set forth in any subsequent resolution adopted by the CITY Council.

e. FRANCHISEE shall pay commercial solid waste franchise fees on all "solid waste", as defined by ordinance, collected pursuant to this Agreement regardless of the method of disposal or handling.

Section 7. Franchise Fee Payment.

a. Franchise fees shall be payable on a monthly basis, and shall be due and payable on the first day of the second month immediately following the month in which collection revenue is received. Each payment shall be calculated in accordance with the provisions of this Agreement and Section 15 of CITY Ordinance 23-2009.

b. The Franchise fee shall be paid to the CITY Public Works Director. Each payment shall be accompanied by a written statement, verified by the person making the payment, or a duly authorized representative of the person, showing the calculation of the franchise fee payable in such form and detail as the CITY Public Works Director may require and such other information as the CITY Public Works Director may determine is material to a determination of the amount due.

c. No statement filed under this Section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude the CITY from collecting by appropriate action the sum that is actually due and payable.

d. If franchise fees are not paid by the grantee at the times required by this Section, then in addition to the franchise fees, the grantee shall pay a late payment charge in an amount equal to two percent (2%) of the franchise fee that is due, plus interest equal to one and one-half percent (1½%) for each month in which the franchise fee was not timely paid.

e. FRANCHISEE shall pay all required franchise fees to:

City of Rancho Cordova
Attn: Finance Department
2729 Prospect Drive
Rancho Cordova, CA 95670

f. If FRANCHISEE remits franchise fees by personal delivery to CITY, such franchise fees shall be deemed timely paid only if delivered on or before the due date. If FRANCHISEE remits franchise fees by mail or other delivery service, such franchise fees shall be deemed timely only if (1) the envelope containing the franchise fee payment bears a postmark or receipt showing that the payment was mailed or sent on or before the due date or (2) FRANCHISEE submits proof satisfactory to the CITY Public Works Director that the franchise fee payment was in fact deposited in the mail or sent on or before said due date.

g. In the event FRANCHISEE believes that it has paid franchise fees in excess of the fees due to CITY, FRANCHISEE may submit a request for refund to the CITY Public Works Director on a form provided by said CITY Public Works Director. If proof of overpayment is satisfactory to the CITY Public Works Director, the CITY Public Works Director shall refund to FRANCHISEE any overpayment. FRANCHISEE shall not apply any overpayment as a credit against any Recycling Incentive Fees, Franchise fees or other amounts payable to CITY unless specifically so authorized by the CITY Public Works Director in writing.

Section 8. Ownership of Commercial Solid Waste and Recyclables.

CITY does not gain any ownership or right to possess commercial solid waste or recyclables collected by FRANCHISEE pursuant to this Agreement. Subject to the provisions of this Agreement, FRANCHISEE shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the commercial solid waste and recyclables that it collects.

Section 9. Disposal and Processing Of Commercial Solid Waste and Recyclables.

FRANCHISEE shall dispose of or process commercial solid waste and recyclables collected or transported by FRANCHISEE only by taking such commercial solid waste to a landfill, transfer station, recycling facility or materials recovery facility of FRANCHISEE's choice, which is lawfully authorized to accept such commercial solid waste and/or recyclables. FRANCHISEE shall not dispose of such commercial solid waste or recyclables by depositing it on any land, whether public or private, or in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

Section 10. Reports

a. FRANCHISEE shall file with the CITY Public Works Director a quarterly report of the quantities of commercial solid waste and recyclables collected, transported, processed, diverted, and/or disposed. Such report shall be in such form

and detail as required by the CITY Public Works Director. Specifically, the report shall contain, but not be limited to, the following information:

(1) the commercial solid waste and recyclables tonnage collected and removed within the CITY during the previous quarter;
(2) the commercial solid waste and recyclables tonnage collected and removed during the previous quarter within the CITY that was diverted and the location of the facility(ies) where such commercial solid waste and recyclables were diverted;
(3) the commercial solid waste and recyclables tonnage collected and removed within the CITY that was disposed of during the previous quarter and the location of the disposal facility where the disposal of such waste and recyclables occurred; and

FRANCHISEE shall maintain quarterly records, on forms prescribed by the CITY Public Works Director, containing such information as may be required by the CITY Public Works Director pertaining to the number and types of accounts served by the Franchisee. This information shall be provided to the CITY Public Works Director upon request.

b. The CITY Public Works Director shall establish guidelines, forms and other appropriate material to assist FRANCHISEE in preparing the reports required by this section. A FRANCHISEE's failure to file the reports required by this Section shall constitute cause for termination or suspension of its Franchise pursuant to Section 13 hereof of CITY Ordinance 23-2009 and Section 20 of this Agreement.

c. If the quarterly report required under subsection a. is not filed by the due date, the report shall be deemed delinquent, and the FRANCHISEE shall pay to the CITY a delinquent report charge in the amount of fifty dollars ($50.00). If the report remains delinquent for more than fifteen days, the grantee shall pay to the CITY a delinquent report charge in the amount of one hundred dollars ($100.00). Such delinquent report charge shall be in addition to any franchise fees or other charges payable by the FRANCHISEE for the same period of time.

d. Each quarterly report shall be submitted on or before the first day of the second calendar month immediately following the reportable quarter and shall be submitted as provided in Section 22 of this Agreement.

e. As part of an investigation for terminating a Franchise for cause and upon the reasonable request of the CITY Public Works Director, FRANCHISEE shall submit to CITY monthly reports including a listing of each container size in the CITY from which FRANCHISEE collected commercial solid waste or recyclables during the reportable month; the number of collections of each listed container size during the reportable month; the total volume of commercial solid waste and recyclables collected in the CITY during the reportable month; the total weight (in tons) of commercial solid waste and recyclables disposed of by FRANCHISEE at landfills and transfer stations during the reportable month; the total weight and the weight by material category (in tons) of commercial solid waste and recyclables disposed of by FRANCHISEE at recycling and materials recovery facilities during the reportable month; the total weight and the weight by material category (in tons) of commingled recyclables disposed of by FRANCHISEE at recycling and materials recovery facilities during the reportable month; the number of service locations by volume (cubic yards) of service provided; FRANCHISEE's gross

receipts for collection services provided in the CITY during the reportable month; and such additional information as may be required by the City Public Works Director. Such monthly reports shall be prepared in a form as required by the CITY Public Works Director.

Section 11. Inspection Authority.

a. FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under the Franchise granted pursuant to City Ordinance 23-2009; all commercial solid waste and recyclables collected, transported, processed and/or disposed of; the source of such commercial solid waste and recyclables; and the final destination of such commercial solid waste and recyclables. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Ordinance and the Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of the CITY. The CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.

b. Where the CITY Public Works Director determines that an audit is necessary, FRANCHISEE shall be responsible for reimbursement of audit costs, including any City staff time or Consultant services, to perform audits of accounts of all FRANCHISEE revenues and income arising out of operations under the Franchise granted pursuant to this Agreement.

c. FRANCHISEE shall be responsible for reimbursement of audit costs for CITY staff, and any other consultant services, to perform detailed follow-up audits where staff determines that documentation of diversion, as reported by FRANCHISEE, is inadequate. Where necessary, CITY staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

Section 12. Insurance Requirements.

FRANCHISEE shall obtain and shall maintain throughout the term of this Agreement, at FRANCHISEE's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by FRANCHISEE, its agents, representatives, employees or contractors.

a. Minimum Scope and Limits of Insurance. FRANCHISEE shall maintain at least the following minimum insurance coverages:

(1) *Comprehensive General Liability*: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(2) *Automobile Liability*: *$2,000,000* combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.

(3) *Workers' Compensation and Employers Liability*: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be described in FRANCHISEE'S application for this Franchise. If FRANCHISEE desires to change its deductible or self-insured retention after the effective date of this Agreement, it shall first obtain approval of CITY's Risk Manager for these increases. FRANCHISEE shall be responsible for payment of all deductibles or self-insured retentions.

c. Other Insurance Provisions. The required insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) *General Liability and Automobile Liability Coverages.*

(a) The CITY, its officers, employees, agents and contractors are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of FRANCHISEE; products and completed operations of FRANCHISEE; premises owned, leased or used by FRANCHISEE; and automobiles owned, leased, hired or borrowed by FRANCHISEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees and agents and contractors.

(b) FRANCHISEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of FRANCHISEE's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents or contractors.

(d) Coverage shall state that FRANCHISEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) *All Coverages*. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CITY.

d. Placement of Insurance. Insurance shall be placed with insurers acceptable to CITY's Risk Manager. FRANCHISEE must place insurance with a current A.M. Best rating of no less than A: VII. The CITY Risk Manager may waiver or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the CITY and the general public are adequately protected.

e. Proof of Insurance. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. 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. Proof of insurance shall be mailed or personally delivered to the address provided in Section 22 of this Agreement.

FRANCHISEE ACKNOWLEDGES THAT UNDER CITY ORDINANCE 23-2009 SECTION 33 THE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE GRANTED TO FRANCHISEE WILL NOT BECOME EFFECTIVE, AND FRANCHISEE WILL HAVE NO AUTHORITY TO PERFORM COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION IN THE CITY, UNLESS FRANCHISEE PROVIDES SATISFACTORY PROOF OF INSURANCE PRIOR TO BEGINNING OPERATIONS AS A FRANCHISEE.

f. Modification of Insurance Requirements. CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the CITY's Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public, CITY may require FRANCHISEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. CITY's Risk Manger may modify these insurance requirements only upon approval of the CITY Council.

Section 13. Indemnity.

FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless the CITY and its agents, officers, servants, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CITY employees, agents or officers which arise from, or are connected with, or are caused or claim to be caused by acts or omissions of FRANCHISEE, or their agents, officers or employees, in the performance of the non-exclusive Franchise or this Agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that FRANCHISEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, servants and employees.

Section 14. Equipment.

a. Any and all containers provided to waste generators by FRANCHISEE for storage, collection or transportation of commercial solid wastes or recyclables shall meet the requirements of Section 25 of CITY Ordinance 23-2009.

b. Any and all vehicles used by FRANCHISEE to perform commercial solid waste and recyclables collection services shall meet the requirements of Sections 34, 35 and 36 of CITY Ordinance 23-2009.

Section 15. Abandoned Containers.

a. If FRANCHISEE abandons any container used to provide commercial solid waste and recyclables collection services under the Franchise, CITY may remove the container and/or dispose of the contents of the container.

b. If CITY removes a container abandoned by FRANCHISEE and/or disposes of the contents of any container abandoned by FRANCHISEE, CITY may charge FRANCHISEE for CITY's costs incurred in such removal/disposal and for CITY's costs of storage of the container. FRANCHISEE shall reimburse CITY for such costs within ten (10) days of the date of CITY's invoice for such costs.

c. For the purposes of this section, "abandoned" includes:

(1) FRANCHISEE's failure to remove the container within the time period specified by the CITY Council upon termination of the Commercial Solid Waste and Recyclables Collection Franchise pursuant to Section 13 of CITY Ordinance 23-2009;

(2) FRANCHISEE's failure to remove the container within a reasonable period after the expiration of the Franchise granted to FRANCHISEE, except in the case where FRANCHISEE has been granted an extension of the term of said Franchise or FRANCHISEE has been granted a subsequent Commercial Solid Waste and Recyclables Collection Franchise authorizing FRANCHISEE to collect and transport the type or types of solid waste and recyclables for which the container was used pursuant to this Agreement.

(3) FRANCHISEE's failure to dispose of the contents of the container within five (5) days after the CITY Public Works Director issues written notice to FRANCHISEE to dispose of the contents.

Section 16. Franchisee Provided Commercial Solid Waste and Recyclables Containers.

a. General. Containers used for storage of commercial solid waste and recyclables shall be designed and constructed to be watertight and prevent the leakage of liquids. All containers shall be painted and shall prominently display the name of the FRANCHISEE.

b. Cleaning, Painting, Maintenance. FRANCHISEE shall make reasonable efforts to replace, clean or repaint all containers as needed so as to present a clean appearance.

Section 17. Personnel.

a. Driver Qualifications. FRANCHISEE agrees that all drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

b. Safety Training. FRANCHISEE shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of commercial solid waste and recyclables, or who are otherwise directly involved in such collection.

Section 18. Compliance With Law.

FRANCHISEE shall perform all collection, transportation and disposal operations in accordance with applicable federal, state, and local law, including CITY Ordinances, in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

Section 19. Permits and Licenses.

FRANCHISEE shall obtain and maintain, at FRANCHISEE's sole cost and expense, all permits and licenses applicable to FRANCHISEE's operations under the Franchise required of FRANCHISEE by any governmental agency.

Section 20. Default, Termination.

a. Default. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or CITY Ordinances, CITY Public Works Director and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the CITY Council shall have the right to terminate this Agreement if:

(1) Following the ten (10) day meeting period described above, the CITY Public Works Director shall have given written notice to FRANCHISEE specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of FRANCHISEE, and

(2) FRANCHISEE fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) days from the date of the notice given by the CITY Public

Works Director under Section (1) above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.

b. The following events shall also constitute a material breach and default under this Agreement:

(1) *Misrepresentation*. Any misrepresentation or disclosure made to the CITY by the FRANCHISEE in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

(2) *Fraud or Deceit*. If the FRANCHISEE practices, or attempts to practice, any fraud or deceit upon the CITY.

(3) *Failure to Maintain Coverage*. If the FRANCHISEE fails to provide or maintain in full force and effect the Worker's Compensation, liability, or indemnification coverage as required by this Agreement.

(4) *Violations of Regulation*. If the FRANCHISEE violates any permits, orders or filing of any regulatory body having jurisdiction over the FRANCHISEE which violation or non-compliance materially affects the FRANCHISEE'S ability to perform under this Agreement, provided that the FRANCHISEE may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent the FRANCHISEE is able to adequately perform during that period.

(5) *Acts or Omissions*. Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, CITY Ordinances, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if the FRANCHISEE should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

(6) *Termination of Service*. In the case of a breach related to the above sections, and the breach continues for more than thirty (30) calendar days after written notice from the CITY Public Works Director for the correction thereof, provided that where such breach

cannot be cured within such thirty (30) day period, the FRANCHISEE shall not be in default of this Agreement if FRANCHISEE shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

c. Termination. Upon the occurrence of a material breach, the CITY Council shall have the right to terminate this Agreement pursuant to the provisions in CITY Ordinance 23-2009. In the event the FRANCHISEE fails to cure the material breach specified in a written notice from the CITY Public Works Director, then failure to cure may result in a declaration of termination of this Agreement by CITY as provided by Section 13 of CITY Ordinance 23-2009.

d. Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. FRANCHISEE shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if FRANCHISEE'S performance is prevented or delayed by Force Majeure. Force Majeure means acts of God including landslides, lightening, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or government restraint. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of the FRANCHISEE and FRANCHISEE may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive FRANCHISEE of the benefit of this Section.

e. CITY Public Works Director shall serve written notice, either personally or by registered or certified mail, postage prepaid of the termination of a Franchise under this Agreement to the last place of business of the FRANCHISEE and the FRANCHISEE shall cease operation under its Franchise within ten (10) calendar days.

f. At the CITY'S sole discretion, this Agreement may be terminated with ninety (90) days written notice to the CONTRACTOR in order to execute a new Agreement that is functionally similar to the new SWA Agreement.

Section 21. Conditions Upon Termination.

a. In the event the Commercial Solid Waste and Recyclables Collection Franchise is terminated:

(1) FRANCHISEE shall have no right or authority to engage in commercial solid waste and recyclables collection or transportation.

(2) FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed

pursuant to Section 7 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 10 of this Agreement.

(3) FRANCHISEE shall have a continuing obligation to submit to CITY all reports required by Section 10 of this Agreement that relate to commercial solid waste or recycling activities performed by FRANCHISEE up to and including the date of termination.

b. In the event the Franchise is terminated, then within the time period specified by the CITY Council and if directed by the CITY Public Works Director, FRANCHISEE shall remove all of FRANCHISEE's commercial solid waste and recyclables containers from all of FRANCHISEE's collection service locations and shall properly dispose of all commercial solid waste or recyclables in such containers.

Section 22. Notices.

Except as otherwise provided in this Agreement, all notices required by this Agreement or by the Commercial Solid Waste and Recyclables Collection Franchise shall be given by personal service or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To CITY:

Cyrus Abhar, Director of Public Works
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

To FRANCHISEE:

Zanker Road Resource Management, Ltd.
dba Green Waste of Sacramento
4201 Florin Perkins Road
Sacramento, CA 95826
Contact: Abel Pereira

Notice shall be deemed effective on the date personally served or, if mailed, three days after the date deposited in the mail.

Section 23. Relationship of Parties

The parties intend that the FRANCHISEE shall perform the services required by this Agreement as an independent contractor and not as an officer or employee of the

CITY or its member jurisdictions nor as a partner of or joint venturer with CITY or its member jurisdictions. No employee or agent of the FRANCHISEE shall be deemed to be an employee or agent of CITY or its member jurisdictions and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of CITY or any of its member jurisdictions by virtue of their employment with said agency. Except as expressly provided herein, the FRANCHISEE shall have the exclusive control over the manner and means of conducting the commercial solid waste and recyclables collection services performed under this Agreement and all persons performing such services. FRANCHISEE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

FRANCHISEE agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, Franchisee, association, organization, or corporation. FRANCHISEE has not directly or indirectly colluded, conspired, connived or agreed with any person, partnership, FRANCHISEE, association, organization, or corporation to secure any advantage against the CITY.

Section 24. Compliance with Law

In providing the services required under this Agreement, FRANCHISEE shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, CITY and other states, or counties which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, state, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the term of this Agreement.

Section 25. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the United States.

Section 26. Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in the CITY. Federal courts may have jurisdiction over certain lawsuits arising from this Agreement and these should be brought and concluded within the federal system.

Section 27. Assignment

a. FRANCHISEE acknowledges that this Agreement involves rendering a vital service to the businesses within the CITY, and that the CITY has franchised FRANCHISEE to perform the services specified herein based on (1) FRANCHISEE'S

experience, skill and reputation for conducting its commercial solid waste and recyclables collection in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good commercial solid waste and recyclables management practices, and (2) FRANCHISEE's financial resources to maintain the required equipment and to support its indemnity obligations to the CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing the FRANCHISEE to perform the services to be rendered by the FRANCHISEE under this Agreement.

b. Any Franchise granted is a privilege to be held in trust by the original FRANCHISEE. A Franchise issued by CITY shall not be transferred, sold, leased, assigned, or relinquished, or delegated to another person, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy laws or otherwise, without the prior approval of the CITY Council. This restriction includes the transfer of ownership of the Franchise, or a majority of the ownership or control of the FRANCHISEE, or the conveyance of a majority of the FRANCHISEE's stock to a new controlling interest. Franchises shall become void upon the abandonment of same by the FRANCHISEE. The CITY Council shall not unreasonably withhold approval of a Franchise assignment, provided that such assignment does not unreasonably impact competition and the assignee is qualified to perform its obligations as required by this Franchise Agreement and any implementing CITY ordinance.

c. FRANCHISEE shall promptly notify the CITY Public Works Director in writing in advance of any proposed assignment, sale, or transfer. In the event the CITY Council approves of any assignment, sale, or transfer, said approval shall not relieve FRANCHISEE of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

Section 28. Binding on Successors

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

Section 29. Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

The subsequent acceptance by either party of any monies, which become due hereunder, shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

Section 30. Franchisee's Investigation

FRANCHISEE has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

Section 31. Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

Section 32. Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

Section 33. Amendment

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the parties.

Section 34. Severability

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

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

CITY OF RANCHO CORDOVA, a municipal corporation

By _____
Ted Gaebler, City Manager
City of Rancho Cordova

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FRANCHISEE

Abel Pereira
Name (Print)

Manager
Title

GreenWaste of Sacramento
Company

May 22, 2012
Date

Signature

MEMORANDUM

DATE: July 2, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: **RESOLUTION OF INTENTION TO TRANSFER DELINQUENT REFUSE SERVICE CHARGES TO THE PROPERTY TAX ROLLS**

RECOMMENDATION

That Council:
a) Adopt Resolution No. 56-2012; and
b) Set a Public Hearing for July 16, 2012 at 5:30 p.m.

RESULT OF RECOMMENDED ACTION

This action will begin the process to allow delinquent refuse service charges to be collected on the property tax rolls.

ADVANCES GOAL: 5

BACKGROUND

The City Code allows for the property tax rolls to be utilized to collect delinquent charges. The City's contract with Allied Waste Services requires the City to assist Allied with the collection of delinquent refuse accounts.

Due to the additional cost involved in collection, an additional fee of ten percent (10%) will be added as a penalty to cover the administrative costs.

As of June, 11 2012 the total number of accounts identified to transfer delinquent charges to the tax roll is 696, for a total amount of $197,308.78.

In order to proceed with the levy of assessments, it is requested that Council adopt Resolution No. 56-2012 A Resolution of Intent of The City Council of The City of Rancho Cordova to Transfer Delinquent Refuse Service Charges to the Tax Bill.

Approval of this resolution also sets July 16, 2012 at 5:30 p.m. as the date and time for a public hearing on the issue. Notice of the public hearing will be given by publication.

ATTACHMENTS

1. Resolution No. 56-2012
2. 2012/2013 Draft Levy Report at 6/11/12

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 56-2012

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO TRANSFER DELINQUENT REFUSE SERVICE CHARGES TO THE PROPERTY TAX ROLLS

WHEREAS, in 2004 the City of Rancho Cordova executed a Collection Services Contract with Allied Waste Services (Allied) for the provision of residential solid waste collection and recycling services; and

WHEREAS, in 2011 the City of Rancho Cordova executed a five year contract extension with Allied for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to bill residential solid waste accounts for garbage and recycling services; and

WHEREAS, the Collection Services Contract requires the City to assist Allied in collection of past due accounts; and

WHEREAS, the property tax collection process has been used by the City of Rancho Cordova AND County of Sacramento for many years to collect delinquent utility charges.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that it is the opinion of the Council that the public interest and convenience require and that it is the intention of this Council to order delinquent refuse charges and late penalties collected on the tax roll at the time and in the manner as the general tax levy for County purposes; and

BE IT FURTHER RESOLVED that this Council hereby gives notice that it sets July 16, 2012 at the hour of 5:30 PM in the Council Chambers located at 2729 Prospect Park Drive in the City of Rancho Cordova, California as the time and place for any and all persons having objections to the proposed collection of delinquent refuse charges and late penalty on the tax roll may appear before the Council and show cause why the proposed action herein described should not be carried out in accordance with this Resolution; and

BE IT FURTHER RESOLVED that this Council hereby gives notice that any owner of property liable to be assessed for a delinquent refuse charge may, at any time not later than the hour set for hearing objections to the proposed collection of such delinquent charges on the tax roll, make and file with the City Clerk a written protest against the proposed action herein described and/or against the amount of such charges; and

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published twice in the Grapevine Independent, a newspaper published and circulated in the City of Rancho Cordova, which said newspaper is hereby designated for that purpose.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the __ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
242689	07701040010000	THIERRY CHAMBERS	2981	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5355	29.60
565944	07221000030000	JOHN VU	3249	ABOTO WAY		RANCHO CORDOVA	CA	95670-6925	37.40
545589	06800720020000	PEGGY COLEMAN		PO BOX 277591		SACRAMENTO	CA	95827-7591	37.75
25259	06704900050000	MARIO FRANCO	11828	SLATE FALLS WAY		RANCHO CORDOVA	CA	95742-8017	38.63
185710	07601220110000	CHRISTI LOAR	10372	NEWTON WAY		RANCHO CORDOVA	CA	95670-2052	39.95
167270	07700400370000	JUAN CHAVEZ	4229	ROSECREST WAY		SACRAMENTO	CA	95826-5634	40.85
580243	05804900280000	ARTHUR GRIJALVA	2305	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4228	42.19
25085	07229902940000	CARRIE DONAHUE	10832	ATHERSTONE DR		RANCHO CORDOVA	CA	95670-6273	42.80
634228	06804540030000	DAVID EDWARDS	9832	CULP WAY		SACRAMENTO	CA	95827-3516	43.36
167288	07700400370000	JUAN CHAVEZ	4229	ROSECREST WAY		SACRAMENTO	CA	95826-5634	43.45
123467	05602040090000	ARLENE PERKINS	2241	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2461	44.53
6129	07703700220000	RODOLFO BOBADILLA	3500	MISTY MORNING CIR		SACRAMENTO	CA	95827-3054	44.53
132266	05700720050000	SHIRLEY M SCHULZE	10536	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3710	44.53
398518	07203640030000	DIANE DELLAMAGGIORE	10873	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5629	44.53
543259	07700650060000	DAVID JOHNSON	3019	SWANSEA WAY		RANCHO CORDOVA	CA	95670-5330	44.53
90242	07602530050000	DENNIS USREY	2342	LA LOMA DR		RANCHO CORDOVA	CA	95670-3102	44.53
188144	07701710130000	MATT COFFIN	2138	GOLD HOLLOW CT		GOLD RIVER	CA	95670-8159	46.32
367593	05702320020000	LOREEN DAVIS	2724	ARAMON DR		RANCHO CORDOVA	CA	95670-4802	46.71
154116	05800920160000	ALICE A HIAR	2283	EL MANTO DR		RANCHO CORDOVA	CA	95670-4118	46.86
187146	05801720110000	PATRICIA K SMITH	2207	WHISTLER WAY		RANCHO CORDOVA	CA	95670-3905	46.86
26523	05700940130000	KATHERINE MANION	2607	TORMOLO WAY		RANCHO CORDOVA	CA	95670-3632	46.99
228419	07601460020000	LAURA D ROGERS		PO BOX 1356		GALT	CA	95632-1356	47.10
30685	07229902150000	JASMINE H KIRBY	10848	WRAYSBURY WAY		RANCHO CORDOVA	CA	95670-6275	47.73
142028	05701850180000	DIANNE GOLDMAN	2529	CABERNET WAY		RANCHO CORDOVA	CA	95670-4908	48.45
23803	05702620060000	MARIA MARTINEZ	10571	PINOT WAY		RANCHO CORDOVA	CA	95670-3824	50.46
250621	07702210030000	BIG OAK INVESTMENTS	3209	SANBURY CIR		RANCHO CORDOVA	CA	95670-5701	50.46
532504	05601950050000	LARRY VAUGHN	2040	VAN NUYS WAY		RANCHO CORDOVA	CA	95670-2426	50.46
7015	05801520080000	VANESSA JORRIN	2356	BYRD DR		RANCHO CORDOVA	CA	95670-3956	52.60
89251	07224800210000	NANG LE	3505	ENVERO WAY		RANCHO CORDOVA	CA	95670-6960	52.60
189920	05802210150000	MARK A MCMANN	10601	VIANI WAY		RANCHO CORDOVA	CA	95670-3934	52.60
2460	06708300660000	DAN NGUYEN	4055	CUYAMACA CIR		RANCHO CORDOVA	CA	95742-7716	52.60
2834	06706400280000	ANIL SURI	11887	DELAVAN CIR		RANCHO CORDOVA	CA	95742-8061	52.60
7159	05805200140000	DANIEL J ALVES	11131	WOODKIRK CT		RANCHO CORDOVA	CA	95670-4273	52.60
10198	07213500460000	DEBRA DIANO	10794	BASIE WAY		RANCHO CORDOVA	CA	95670-7325	52.60
10724	06704800510000	AMIRAH BESHIR	11838	OPAL RIDGE WAY		RANCHO CORDOVA	CA	95742-8020	52.60
16690	07229702240000	ALBERTO ODOR	10938	TOWER PARK DR		RANCHO CORDOVA	CA	95670-6264	52.60
17157	05700530030000	SARAH J RICHMAN	2510	TANNAT WAY		RANCHO CORDOVA	CA	95670-3629	52.60
20557	07600730100000	CHRISTINA DOUGLAS	2249	MAXINE WAY		RANCHO CORDOVA	CA	95670-2018	52.60
25514	05801020140000	BROCK HICKEY	2355	PINTURO WAY		RANCHO CORDOVA	CA	95670-5248	52.60
25565	07601470220000	RYAN HEBERT	10286	LOS PALOS DR		RANCHO CORDOVA	CA	95670-3400	52.60
27892	06800720140000	SETH FELDMAN	9952	NEBULA WAY		SACRAMENTO	CA	95827-2914	52.60
28752	06800740030000	ERIC WESTBROOK	3431	EXPLORER DR		SACRAMENTO	CA	95827-2955	52.60
30081	05702030010000	CYNTHIA BLUST	2600	RIESLING WAY		RANCHO CORDOVA	CA	95670-4821	52.60
31079	06708000550000	JOHN SIREGAR	12255	CEDAR BOG WAY		RANCHO CORDOVA	CA	95742-7764	52.60
73627	05803900520008	JEANETTE PRICE	2347	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4248	52.60
75409	06801420120000	MATTHEW CABRERA	4112	SANDGATE LN		ELK GROVE	CA	95758-3958	52.60
75416	06801420120000	MATTHEW CABRERA	4112	SANDGATE LN		ELK GROVE	CA	95758-3958	52.60
108581	05604270030000	RUSSELL E BISHOP	10441	WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2256	52.60

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
109984	06705600240000	SHRIMA BOGOLLAGAMA	4407	NIOBE CIR		RANCHO CORDOVA	CA	95742-8044	52.60
132272	05700720060000	JOHN J MCCARTHY	10540	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3710	52.60
136015	05701040010000	ROBERT PAWLIK	10012	LA PLACITA DR		RANCHO CORDOVA	CA	95670-3139	52.60
148821	05800210080000	LORAN K CALVERT II	10729	ATWOOD DR		RANCHO CORDOVA	CA	95670-4958	52.60
167734	06705601050000	ALBERTO ODOR	11759	ARETE WAY		RANCHO CORDOVA	CA	95742-8045	52.60
187493	05801810040000	SIN YUNG	10937	WALNUTWOOD WAY		RANCHO CORDOVA	CA	95670-5114	52.60
203699	07201630040000	RICHARD W SHAW	2914	HUNT DR		RANCHO CORDOVA	CA	95670-5614	52.60
231789	07601640250000	ANDREW J GEORGI	10201	MALAGA WAY		RANCHO CORDOVA	CA	95670-3369	52.60
242016	07700820130000	ELETICIA VARGAS	3041	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5354	52.60
399036	07213500640000	TEREATHA HENDERSON	10722	BASIE WAY		RANCHO CORDOVA	CA	95670-7321	52.60
528190	06804410170000	ROB CLARK	3153	EXPLORER DR		SACRAMENTO	CA	95827-2831	52.60
608571	06805200210000	JOHN SCHNEIDER	7645	SOUTHCLIFF DR		FAIR OAKS	CA	95628-7327	52.60
636422	07222000490000	SAMADHANA TURINGO	3474	FENDANT DR		RANCHO CORDOVA	CA	95670-6936	52.60
638810	05805000190000	BETTY DAY	11109	WOODKIRK CT		RANCHO CORDOVA	CA	95670-4238	52.69
13469	07600830160000	KEVIN XU	2420	MORAINE CIR		RANCHO CORDOVA	CA	95670-2023	53.28
247936	06801130090000	CLARA COHEN	10001	CIRRUS WAY		SACRAMENTO	CA	95827-2922	53.57
556648	05700530110000	JULIE HOWARD	10436	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3641	53.71
610858	07602010080000	KENNETH MORRIS	11540	BADGER COLONY CT		WILTON	CA	95693-9789	53.84
539219	05801810230000	VICTOR FELGUERES	2233	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-5139	54.07
199091	07701540190000	ALFREDO SOTELO MAYO	10316	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5704	54.80
199117	07701540190000	ALFREDO SOTELO MAYO	10316	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5704	54.80
23615	05802210210000	AUBREY JACOBSEN	10646	AUDUBON WAY		RANCHO CORDOVA	CA	95670-3908	54.86
58884	06801370040000	WYVETTER LIVINGSTON	10061	NEBULA WAY		SACRAMENTO	CA	95827-2973	54.91
201916	07201340260000	DONNA RUDNICK	2943	EVADNA DR		RANCHO CORDOVA	CA	95670-5406	55.22
193995	05803600070000	GENEVA DUNLAP-CARR	2238	BAYWATER LN		RANCHO CORDOVA	CA	95670-4255	55.28
11588	07223700510000	CHERRIE WHEELER	10710	BYINGTON WAY		RANCHO CORDOVA	CA	95670-6940	55.36
933	06707700080000	LIONEL GALLOWAY	4310	MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098	55.36
1349	06708700130000	ERIC EVERETT	4129	BIG MEADOW WAY		RANCHO CORDOVA	CA	95742-7743	55.36
26622	06804200830000	PATRICK KELLY	3320	FELTHAM WAY		SACRAMENTO	CA	95827-2314	55.36
156039	05801120040000	JOEL R CARRILLO	10831	DUNBAR WAY		RANCHO CORDOVA	CA	95670-4949	55.36
221850	06804510110000	BERNIE P J DALANAN	3552	GRANBY DR		SACRAMENTO	CA	95827-3523	55.36
187827	05801910090000	ROBERT D CLARK	10665	BISCAY WAY		RANCHO CORDOVA	CA	95670-3959	55.38
30770	05600720180000	KRISTY GANNON	2004	FARNSWORTH WAY		RANCHO CORDOVA	CA	95670-2213	55.48
27345	07700640030000	KYLE ROBINSON	10408	WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5427	55.51
169409	07213500330000	FRANCES HARRIS	10795	BASIE WAY		RANCHO CORDOVA	CA	95670-7326	55.51
4717	05805000230000	BILLY BARNES	2015	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4201	55.81
432331	07203610850000	GLENN OSBORN	2911	PLATINUM CT		RANCHO CORDOVA	CA	95670-5625	55.86
412207	05800610080000	DAVE APODACA	2256	BENITA DR		RANCHO CORDOVA	CA	95670-4009	56.25
11469	06706300290000	KEVIN & KELLY SENA	4370	MALANA WAY		RANCHO CORDOVA	CA	95742-8059	56.32
584717	07220900520000	HARPREET KAUR	3254	HESS CT		RANCHO CORDOVA	CA	95670-6923	57.20
223092	07600430070000	SUSANNE L DRYER	10244	AGNES CIR		RANCHO CORDOVA	CA	95670-2059	57.50
112270	05600520110000	JONI NGUYEN	10513	COLOMA RD		RANCHO CORDOVA	CA	95670-2307	57.58
130936	05700620090000	DANIEL A WATSON	2513	GANZAN WAY		RANCHO CORDOVA	CA	95670-3623	58.09
7479	07700660080000	MATTHEW A HANSON	3028	SWANSEA WAY		RANCHO CORDOVA	CA	95670-5331	58.27
24464	06801430080000	FRANKLIN L CAI	3419	EGMONT WAY		SACRAMENTO	CA	95827-2704	58.27
156795	05804700260000	JAMES L ANDREWS	29	LA TERRAZA DR		TOMS RIVER	NJ	08757-5747	58.27
561152	05604000120000	JUSTIN HUNT	11120	CROOKEN RIVER CT		RANCHO CORDOVA	CA	95670-2833	58.27
209586	07203200360000	TRUST OF DALTON	2913	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606	58.27

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
16068	07229901110000	MICHELLE ROSS	3114	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6260	58.71
25515	07601340010000	MILES JOLLY	2620	GILBERT WAY		RANCHO CORDOVA	CA	95670-3539	58.71
201910	07201340250000	SAMUEL REED	2947	EVADNA DR		RANCHO CORDOVA	CA	95670-5406	59.19
199324	05803800080000	RICHARD BROWN	2260	WINDWARD LN		RANCHO CORDOVA	CA	95670-4220	59.55
19339	06704400700000	JON GUIBORD	105	MOCKINGBIRD LN		ENTERPRISE	AL	36330-1510	59.90
29111	07700730040000	NICHOLAS ALDERS	10418	BLACKBURN WAY		RANCHO CORDOVA	CA	95670-5306	61.03
22637	05800740030000	GUARDIAN HOME BROKERS INC	2329	SONATA DR		RANCHO CORDOVA	CA	95670-5246	61.03
29398	07224600140000	GRACE CHUNG	10999	ZIRONE CT		RANCHO CORDOVA	CA	95670-6970	61.33
224222	06804800330000	THELMA MARSH	3237	SATURN DR		SACRAMENTO	CA	95827-2323	61.46
185777	05801620060000	VERNON H WAGNER	2368	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3962	61.64
605263	06804600240000	SUZANNE GEORGE	9849	CULP WAY		SACRAMENTO	CA	95827-3515	61.69
109736	06804410280000	MICHELLE PALACIOS	9833	GARDENWOOD WAY		SACRAMENTO	CA	95827-2810	63.72
31244	06704500980000	JOIE SHANE	11764	LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051	64.61
34637	06704700570000	BEVERLY FISHER	11899	COBBLE BROOK DR		RANCHO CORDOVA	CA	95742-8008	68.25
69419	05702910120000	KINDERLYN BROWN	2750	MENDONCA DR		RANCHO CORDOVA	CA	95670-4819	68.32
222261	06804530120000	CHRISTINE PETTIS	2474	OAK PARK CIR		INGLESIDE	TX	78362-6102	68.34
97184	07703250110000	MARVIN ASBURY	3358	BUTLER CT		SACRAMENTO	CA	95827-2438	68.53
22301	07229902600000	KRISTIN CODDA	10859	WRAYSBURY WAY		RANCHO CORDOVA	CA	95670-6276	69.39
110854	05600350080000	SCOT MCINTOSH	10412	RIVER WOOD WAY		RANCHO CORDOVA	CA	95670-2229	69.39
572109	05603810080000	RICHARD COKER	11075	CILKER RIVER WAY		RANCHO CORDOVA	CA	95670-2852	69.39
596796	05604400470000	JEFF MCKAY	2259	GREEN BLOSSOM CT		RANCHO CORDOVA	CA	95670-2345	69.39
201654	07201310120000	TRAVICE J FITCH	8965	BRYDON WAY		SACRAMENTO	CA	95826-4455	69.67
185940	05801630050000	STACEY ROSAS	2351	SABINE WAY		RANCHO CORDOVA	CA	95670-3945	72.07
73551	07600820050000	SANDRA S WILEY	2405	MORAINE CIR		RANCHO CORDOVA	CA	95670-2022	72.63
4437	06705800330000	MARK COTTER	12082	ERATO CIR		RANCHO CORDOVA	CA	95742-8087	73.04
6340	05803120130000	MARLENE STEVENSON	10999	HIRSCHFELD WAY		RANCHO CORDOVA	CA	95670-5220	75.50
31704	06706000140000	KRISTI & CARLOS WELLS	11737	CORINO WAY		RANCHO CORDOVA	CA	95742-8033	76.53
32676	06708300560000	ANTHONY LOOK	4015	CUYAMACA CIR		RANCHO CORDOVA	CA	95742-7716	79.91
119717	05601530110000	LOU JOHNSON	10844	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	80.51
11074	05800820190000	DEVIN & RAINY BRUCE	2261	CERVANTES DR		RANCHO CORDOVA	CA	95670-4125	80.73
204370	06705600260000	MATTEA STANGER	4415	NIOBE CIR		RANCHO CORDOVA	CA	95742-8044	81.41
579783	07703000270000	TINA MANNING	3230	HOGARTH DR		SACRAMENTO	CA	95827-2357	81.72
5984	05800410010000	RASAKI S FOLORUNSHO	10801	GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-4946	84.26
245025	07701130090000	MAUDE F BAILEY	10448	HARTFORD CT		RANCHO CORDOVA	CA	95670-5813	85.65
34773	05600420170000	KELLER WILLIAMS REALTY	9260	LAGUNA SPRINGS DR	STE 100	ELK GROVE	CA	95758-7947	87.55
638119	07600930260000	DESIREE BAER	10325	NEWTON WAY		RANCHO CORDOVA	CA	95670-2024	89.59
205346	07201740100000	BARBARA MCKEY	2987	HUNT DR		RANCHO CORDOVA	CA	95670-5615	90.36
100169	05603100490000	JAMES DAVIES	10063	KERN RIVER CT		RANCHO CORDOVA	CA	95670-2711	91.39
116890	05601320050000	MARIA MACFADDEN	10769	OAKTON WAY		RANCHO CORDOVA	CA	95670-2438	91.39
242647	07701030200000	THOMAS J LONG	3021	MARGATE WAY		RANCHO CORDOVA	CA	95670-5316	91.39
247573	06801020100000	FRANCES T BRATTON	3336	EXPLORER DR		SACRAMENTO	CA	95827-2904	91.39
69402	05702910120000	KINDERLYN BROWN	2750	MENDONCA DR		RANCHO CORDOVA	CA	95670-4819	91.71
23420	06708000220000	JONATHAN SHARP	4175	CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7765	93.85
6337	05803120130000	MARLEENE STEVENSON	10997	HIRSCHFELD WAY		RANCHO CORDOVA	CA	95670-5220	97.64
140525	05701730180000	SHARON COXE	2677	BARBERA WAY		RANCHO CORDOVA	CA	95670-3743	98.90
17575	07229902140000	WESLEY GOMES	10905	TOWER PARK DR		RANCHO CORDOVA	CA	95670-6263	106.04
93436	07501930010000	KRYSTA HILARIDE	2737	LAS CASAS WAY		RANCHO CORDOVA	CA	95670-3103	106.87
170381	06706000540000	CERBERT GRANT	11753	ARISTA WAY		RANCHO CORDOVA	CA	95742-8036	107.07

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
12549	06705800540000	FRANCISCO SOTO/RAMONA SAF	12057	PERICLES DR		RANCHO CORDOVA	CA	95742-8079	107.63
69741	07701910290000	TRUST OF SANDIDGE	143	SCOTTS VLY		HERCULES	CA	94547-3956	107.65
231263	07601540120000	ZBIGNIEW S BOGACZ	4413	PITTSFIELD WAY		MATHER	CA	95655-3069	107.96
1885	07701820240000	LANCE GARRETT COVERT	2907	DAIN CT		RANCHO CORDOVA	CA	95670-5313	107.96
9331	07702500160000	PERNELL RUFFIN III	10105	MONTE VALLO CT		SACRAMENTO	CA	95827-2469	107.96
12328	07703700580000	JANELLE & STEVEN MCCALLUM	3447	WILDWIND CT		SACRAMENTO	CA	95827-3065	107.96
19096	07701730040000	THE ESTATE OF MARVINE BOYC	9784	RED CEDAR CIR		SACRAMENTO	CA	95827-2815	107.96
19097	07701730040000	THE ESTATE OF MARVIN BOYCE	9784	RED CEDAR CIR		SACRAMENTO	CA	95827-2815	107.96
22167	07701030260000	NATHAN WENELL	1069	GALSTON DR		FOLSOM	CA	95630-6134	107.96
27774	06705800520000	JERAMIE R PILECKI	12049	PERICLES DR		RANCHO CORDOVA	CA	95742-8079	107.96
92644	07201720220000	SHANNON BOLICK	2965	WESTON WAY		RANCHO CORDOVA	CA	95670-5563	107.96
119446	06705601170000	EDWIN R FERNAND	4398	NIOBE CIR		RANCHO CORDOVA	CA	95742-8043	107.96
156770	05804700230000	MICHAEL J FARLEY	11053	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5256	107.96
201609	07201310050000	THE ESTATE OF MARVIN BOYCE	9784	RED CEDAR CIR		SACRAMENTO	CA	95827-2815	107.96
209693	07203200530000	ROBERT WIMBERLY	2941	KACHINA WAY		RANCHO CORDOVA	CA	95670-5617	107.96
210342	06803500250000	WILLIAM WARE	3308	ROMFORD WAY		SACRAMENTO	CA	95827-2320	107.96
233408	07601820070000	MARICA RITZMAN	2675	BENNY WAY		RANCHO CORDOVA	CA	95670-3537	107.96
244620	06800720060000	DAGOBERTO CRUZ	8501	MIDDLESAX WAY		SACRAMENTO	CA	95828-5442	107.96
536423	07601350080000	SHIRLEY BARNES	14800	BIRNAMWOOD LN		CHARLOTTE	NC	28278-7804	107.96
567958	05702010030000	PFINGST REALTY	3270	ARENA BLVD	STE 400 BOX	SACRAMENTO	CA	95834-3001	107.96
590026	07220900060000	DUNGTHUY TRAN HOANG	10741	AUVERNAT DR		RANCHO CORDOVA	CA	95670-6921	107.96
636097	07201920060000	BROCK ANDERSON	4640	U ST		SACRAMENTO	CA	95817-1523	107.96
205501	07201810090000	THE ESTATE OF MARVIN BOYCE	9784	RED CEDAR CIR		SACRAMENTO	CA	95827-2815	108.01
10247	06708800590000	DOMINIC BRANDON	12385	MONTAUK WAY		RANCHO CORDOVA	CA	95742-7725	108.47
586674	07702900270000	ALISON ROCKWOOD	3101	HOGARTH DR		SACRAMENTO	CA	95827-2342	108.56
130908	05700620040000	FRANK ABEL BACH	2518	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616	108.62
199731	05804000510000	FRANK BACH	2518	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616	108.62
346189	07203100200000	RAMON CASTILLO	2994	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5638	110.87
576912	07220900720000	JOSE F ALVAREZ	3224	BALADA WAY		RANCHO CORDOVA	CA	95670-6922	110.87
593159	07702900070000	REGINA AUSTIN	3161	HOGARTH DR		SACRAMENTO	CA	95827-2343	110.87
6107	07702700380000	TRUST OF IMT		PO BOX 231085		SACRAMENTO	CA	95823-0401	110.89
569601	05700520010000	JIM LEDESMA	10284	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	111.63
165217	06705900520000	SONE MAPU	4340	ACCORDIAN WAY		RANCHO CORDOVA	CA	95742-8080	114.31
405037	06803470150000	MARIO LOPEZ	10005	VANGUARD DR		SACRAMENTO	CA	95827-2328	114.39
160630	06705400810000	DONALD NIXON	11769	VILLAGE POND WAY		RANCHO CORDOVA	CA	95742-8027	114.72
574939	05802160180000	TAMMI MCCUELLAR	2335	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3926	114.85
29640	05601120060000	ALICE K MATTAR	2125	DANBURY WAY		RANCHO CORDOVA	CA	95670-2206	115.00
572947	07701220020000	BILL LUCE	10404	ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5802	115.23
195412	06706100160000	ANGELA SLAUGHTER	4463	MALANA CT		RANCHO CORDOVA	CA	95742-8060	115.28
130534	05701720260000	BRIAN ZIOLKOWSKI	2640	BARBERA WAY		RANCHO CORDOVA	CA	95670-3706	115.32
158253	06706000710000	ARUTYUN SHIBOYAN	11716	CORINO WAY		RANCHO CORDOVA	CA	95742-8033	115.32
29229	07601120100000	JULIAN TORRES	2521	DAWES ST		RANCHO CORDOVA	CA	95670-2009	115.61
185593	05801530040000	TERRIE VILLEGAS	2320	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4926	117.02
13555	05700640160000	LEZLEY LESLIE		PO BOX 1006		CARMICHAEL	CA	95609-1006	119.51
34466	06706300150000	TISA KELLEY	4413	ANATOLIA DR		RANCHO CORDOVA	CA	95742-8054	122.34
28120	06801350030000	HENRY LEE HARVEY	10040	NEBULA WAY		SACRAMENTO	CA	95827-2974	122.77
33377	06708500530000	MARTHA WELLS	4000	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7748	126.17
81547	05803900570015	ERIC EVERETT	4129	BIG MEADOW WAY		RANCHO CORDOVA	CA	95742-7743	133.54

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
84591	05801910140000	GUSTAVO VILLANUEAVA	10645	BISCAY WAY		RANCHO CORDOVA	CA	95670-3959	139.56
7482	05603100610000	MICHAEL GEROW	10086	KERN RIVER CT		RANCHO CORDOVA	CA	95670-2712	142.43
8090	07601020060000	SARA GARCIA	2522	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3404	142.43
153982	05800910020000	KENNETH M KLINE	2304	EL MANTO DR		RANCHO CORDOVA	CA	95670-4106	142.43
187906	06705700680000	MARY MACCAFFREY	1101	INVESTMENT BLVD	STE 115	EL DORADO HILLS	CA	95762-5733	142.43
6321	07702900360000	JOSE SANTANA-RUELAS	3117	HOGARTH DR		SACRAMENTO	CA	95827-2300	143.05
19602	07229700860000	PAIGE FARRELL	3159	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6261	143.05
173096	06704400450000	STEPHANIE MONICK	11871	HERODIAN DR		RANCHO CORDOVA	CA	95742-8000	143.05
389391	07702210110000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	143.05
638590	07702800500000	PRETRECE KELLEY	10174	COUNTRY WAY		SACRAMENTO	CA	95827-2462	143.05
592463	07502420070000	BARBARA PAWLIK	2556	RIBIER WAY		RANCHO CORDOVA	CA	95670-3714	146.59
148333	05703120110000	LINDA NEELY VEST	2625	DON JUAN DR		RANCHO CORDOVA	CA	95670-4912	149.49
27115	05700950100000	KIRK D GIFFORD	10501	MALAGA WAY		RANCHO CORDOVA	CA	95670-3603	150.13
541422	07601330140000	EVELYN GAYFIELD	10370	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3545	151.77
96844	05602800790000	DIRK C BUCKLEY	11164	KINGS RIVER CT		RANCHO CORDOVA	CA	95670-2909	155.84
571925	05600630080000	SUSAN DEGITZ	6152	DOLLY VARDEN LN		POLLOCK PINES	CA	95726-9406	159.51
629087	06800720220000	DANIEL IZUMIKAWA	9981	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2958	160.00
32906	05800510030000	BANK OF NY SERIES	10763	CARLOS WAY		RANCHO CORDOVA	CA	95670-4003	160.82
60301	07701610120000	EMMANUEL MENSAH	10537	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	161.90
60320	07701610120000	EMMANUEL MENSAH	10537	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	161.90
252846	07702700470000	LISA ANN ALEXANDER	10290	COUNTRYSIDE WAY		SACRAMENTO	CA	95827-2468	161.92
203881	07201650020000	STEVEN WASHABAUGH	10600	OLSON DR		RANCHO CORDOVA	CA	95670-5620	163.65
66639	07702100130000	CHANTE JOHNSON	10428	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	164.01
537848	05602800770000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	165.32
16940	06801530010000	ALLA BGATOV	3504	GEMINI WAY		SACRAMENTO	CA	95827-2926	166.26
35069	05702850080000	JESSE C PALMER	2424	ARAMON DR		RANCHO CORDOVA	CA	95670-3803	166.45
12713	07601750090000	DAVID LIND	2683	LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3453	168.99
29818	07702500090000	FEDERAL NATL MTG ASSN	14523	SW MILLIKAN WAY	STE 200	BEAVERTON	OR	97005-2344	168.99
70375	05803110020000	MURAN HUSEIN	4016	CLARECASTLE CT		SACRAMENTO	CA	95826-5025	168.99
70391	05803110020000	MURAN HUSEIN	4016	CLARECASTLE CT		SACRAMENTO	CA	95826-5025	168.99
112419	05600610250000	MICHAEL R VILLA	10455	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2279	168.99
114216	05600820030000	BERNARD JACOBS	10482	ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230	168.99
163675	05703020090000	ROBERT HEFLIN	951	OLD COUNTY RD	STE 238	BELMONT	CA	94002-2773	168.99
224802	06804920150000	JUAN D SR	3525	SUNRISE PINES DR		SACRAMENTO	CA	95827-2950	168.99
362534	05701610190000	SUZI BERNSTEIN	2617	FURMINT WAY		RANCHO CORDOVA	CA	95670-3621	168.99
84922	05804900400000	CASSANDRA JACOBS	671	CASMALIA WAY		SACRAMENTO	CA	95864-5201	169.06
599521	07601510230000	CARMEN TUEROS	2601	DAWES ST		RANCHO CORDOVA	CA	95670-3503	169.23
1077635	05601320140000	DAVID LEAL	2071	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2453	170.57
213105	06803650050000	ANDRE J BURNETT	117	DOUBLETREE CT		FOLSOM	CA	95630-1505	170.99
104508	05603850110000	HERSCHEL MEREDITH	11048	NEW RIVER CIR		RANCHO CORDOVA	CA	95670-2730	171.81
215111	06704900160000	MICHAEL OFFIAH	4228	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	171.82
27307	07700710060000	CANDISE M JOSEY	2939	BETLEN CT		RANCHO CORDOVA	CA	95670-5302	172.03
4239	05601010200000	HOWARD ALEXANDER	10600	AVERELL CT		RANCHO CORDOVA	CA	95670-2304	172.20
24495	07701140030000	JASON S KILLIP	3233	CHETTENHAM DR		RANCHO CORDOVA	CA	95670-5836	172.20
32829	07602040080000	TRINITY ROCK LLC	2351	SUNSET BLVD	STE 170-429	ROCKLIN	CA	95765-4338	174.70
130043	05700300050000	JEANNETTE RAYM	10464	NEIRETTO CT		RANCHO CORDOVA	CA	95670-2111	176.02
5993	05800830130000	MATTHEW HOPPER	2244	CERVANTES DR		RANCHO CORDOVA	CA	95670-4124	178.78
623710	06801310050000	ROSETTA MCCOY		PO BOX 279707		SACRAMENTO	CA	95827-0707	180.01

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
208938	06803480190000	JOSE L JACKSON	3361	ROMFORD WAY		SACRAMENTO	CA	95827-2319	181.62
33499	07700710080000	BANK OF NY SERIES	2935	BETLEN CT		RANCHO CORDOVA	CA	95670-5302	183.34
16021	07226000770000	DARELL SPENCE	3579	RULANDER WAY		RANCHO CORDOVA	CA	95670-6995	183.40
497161	07601010180000	JOIE SHANE	11764	LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051	183.67
205009	07201710090000	SARA JANE CARTER	100	DEERTRACK PL		PIKEVILLE	NC	27863-9524	183.74
144357	05702330050000	KENNETH L HAINES	2712	BARBERA WAY		RANCHO CORDOVA	CA	95670-4805	184.22
5234	05602050040000	JENIFFER CAMPBELL	7519	ALMA VISTA WAY		SACRAMENTO	CA	95831-4031	184.75
102754	05603700300000	LINDA EDWARDS		PO BOX 1772		FAIR OAKS	CA	95628-1772	184.77
12064	05604400080000	KEITH R JOHNSON	10608	APPLE GROVE WAY		RANCHO CORDOVA	CA	95670-2316	184.86
132817	05700810080000	BOB WAGG	10644	CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844	185.15
1797	07203100360000	CHRIS GORMLEY	2961	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5637	186.77
10999	05802140030000	DACIA OSTRANDER	10745	CARLOS WAY		RANCHO CORDOVA	CA	95670-4003	189.90
221083	06804310240000	RANDALL L KNOWLES	9724	RED CEDAR CIR		SACRAMENTO	CA	95827-2815	192.17
213699	06803700640000	WILLIE GRIEF	3612	GOLDEN EAGLE WAY		SACRAMENTO	CA	95827-3519	192.19
497099	07502020010000	DANIEL MEDEIROS	2401	EL PAVO WAY		RANCHO CORDOVA	CA	95670-3131	192.52
189256	05802030030000	ROBERT WEBER	10616	CAMPANA WAY		RANCHO CORDOVA	CA	95670-3914	192.54
456117	05702820080000	RUSSELL DANE	2410	MASONI WAY		RANCHO CORDOVA	CA	95670-3818	192.58
191692	05801010060000	LESLIE SANDERSON	2364	PINTURO WAY		RANCHO CORDOVA	CA	95670-5247	197.39
18990	07701630090000	MARK B SCHULMAN	2112	E 4TH ST		SANTA ANA	CA	92705-3816	197.55
116615	05601230020000	LARRY J WARD	2116	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2437	197.55
119183	05601430040000	FIDEL VAZQUEZ	10804	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2430	197.55
193250	06706000610000	KEITH FLOSSMAN	1414	LEGGET ST		ARLINGTON	TX	76018-1239	197.55
205614	07201820070000	KATHERINE KELLY	3024	EVADNA DR		RANCHO CORDOVA	CA	95670-5408	197.55
398355	07201540060000	KENNETH BROWN	2949	MILLS PARK DR		RANCHO CORDOVA	CA	95670-5539	198.36
32857	07703240040000	CHRIS FRY	10218	ROCKINGHAM DR		SACRAMENTO	CA	95827-2454	199.65
537267	05804300480000	MARCIO GUILLEN	11008	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5216	203.84
31080	07600410110000	JERAD CLARK	10225	AGNES CIR		RANCHO CORDOVA	CA	95670-2001	207.43
226421	06805110010000	CAROL ANN HAWKS	3089	EXPLORER DR		SACRAMENTO	CA	95827-2730	208.54
19575	06803700300000	MARCELL ALADO	9947	PALM GROVE DR		SACRAMENTO	CA	95827-3532	209.68
604491	07602430010000	MONICA TANBERG	2400	EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124	210.71
585867	07220200280000	JAMES CANNON	10981	PELARA WAY		RANCHO CORDOVA	CA	95670-6911	211.39
32907	06705700470000	SECRETARY OF VETERANS AFF	4191	PYLOS WAY		RANCHO CORDOVA	CA	95742-8039	217.12
95655	07703220020000	CAROL DENI CERALDE	3309	NUT PLAINS DR		SACRAMENTO	CA	95827-2440	222.94
210336	07600910170000	NOREEN JAMES	10323	DOYLE WAY		RANCHO CORDOVA	CA	95670-2011	224.97
644752	07223700480000	RICK & KALAINE WONG	10719	BYINGTON WAY		RANCHO CORDOVA	CA	95670-6940	229.34
217824	07502050090000	JOSEPH E LAMMERDING	2308	W LA LOMA DR		RANCHO CORDOVA	CA	95670-3148	233.31
6138	05603910380000	GRACE HONESTO	11010	ORLEANS RIVER CT		RANCHO CORDOVA	CA	95670-2826	233.37
9851	06704800020000	FAUSTINO & TEODORI GAMULO	11886	PYXIS CIR		RANCHO CORDOVA	CA	95742-8056	233.37
10005	05602030050000	CAROLINA SHEROOD	2232	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2459	233.37
10683	07229702470000	DAWNA JOSEPH	10887	STOURPORT WAY		RANCHO CORDOVA	CA	95670-6247	233.37
11704	05700710100000	STEVE SIDEY	10547	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3717	233.37
19585	07701510050000	ALEJANDRO F GUERRERO	748	SAINT JAMES CT		GALT	CA	95632-8154	233.37
20726	06707500260000	BRYAN FORNEY	4719	OWL TREE CT		RANCHO CORDOVA	CA	95742	233.37
24559	05702010110000	MICHAEL ELY	5	DALEHURST CT		SACRAMENTO	CA	95835-1395	233.37
136972	05701420030000	LARRY R HODGE	2644	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3642	233.37
225311	07600910020000	JIMMIE L BURKITT	10304	BRENDA WAY		RANCHO CORDOVA	CA	95670-2003	233.37
248277	07701520120000	TERESA R WHITE	10253	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5825	233.37
485014	07600520020000	JOHN GARCIA	2208	RHODA WAY		RANCHO CORDOVA	CA	95670-2029	233.37

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
531080	07501510300000	LUCY HARRIS		PO BOX 292082		SACRAMENTO	CA	95829-2082	233.37
593702	05602900160000	MIKE DOUGL PORTER	105	MANNOCK CT		FOLSOM	CA	95630-8612	233.37
34171	05700730220000	MARK DELGADO & DARA LAMBE	10557	MALVASIA DR		RANCHO CORDOVA	CA	95670-3748	233.75
120972	07600420060000	DORA ROMERO	10222	SALLY CT		RANCHO CORDOVA	CA	95670-2034	234.62
137270	05701450100000	MARK RODRIGUEZ	10436	MALAGA WAY		RANCHO CORDOVA	CA	95670-3608	236.75
469298	07703700910000	SONKE CADENCE	3439	MISTY MORNING CIR		SACRAMENTO	CA	95827-3050	236.92
347781	07702900030000	RIVERA MARTIN	3145	HOGARTH DR		SACRAMENTO	CA	95827-2343	237.74
134739	07213400090000	BRETT L ROBINSON	10616	BASIE WAY		RANCHO CORDOVA	CA	95670-7314	237.77
30273	05801420020000	FRED SHAHID	2321	MAYO CT		RANCHO CORDOVA	CA	95670-3923	238.96
7004	05801820030000	ALETHA DAMACION	10892	WALNUTWOOD WAY		RANCHO CORDOVA	CA	95670-5142	240.90
150409	05800420050000	CYNTHIA BOWLES	10816	GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-4947	241.07
11501	05700100440000	KRISTIN MIDDAUGH	2365	RUDAT CIR		RANCHO CORDOVA	CA	95670-3947	241.74
189184	05802020030000	BOB WAGG JR	10644	CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844	243.67
625641	05603500400000	BEVERLY FISHER	11130	UTOPIA RIVER CT		RANCHO CORDOVA	CA	95670-2931	244.34
205324	07201740070000	GRACE D DINGLER	2965	GRAYSON WAY		RANCHO CORDOVA	CA	95670-5609	244.71
4668	07701040080000	PATTY BARBA	3017	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5320	246.84
73271	05804200120000	PAMELA HILLMON		PO BOX 2602		RANCHO CORDOVA	CA	95741-2602	250.01
73289	05804200120000	PAMELA HILLMON		PO BOX 2602		RANCHO CORDOVA	CA	95741-2602	250.01
244554	06800710150000	RON C NEWSUM	9957	NEBULA WAY		SACRAMENTO	CA	95827-2913	250.23
31437	05802220010000	BANK OF NY SERIES	2417	GLENFAIRE DR		RANCHO CORDOVA	CA	95670-3921	250.78
610188	07222200110000	JOHNNY POWELL	3316	VERDECA WAY		RANCHO CORDOVA	CA	95670-6938	254.05
27215	07701520050000	MY HUYNH	10281	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5825	256.37
156192	05801130190000	GERALD P WILLIAMS	10823	BERWICK WAY		RANCHO CORDOVA	CA	95670-4935	257.05
15695	06708500030000	MARGARET RICE	4040	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7748	257.19
571760	07700910160000	STEPHANIE CRAIG	3027	STOKE CT		RANCHO CORDOVA	CA	95670-5329	261.18
18071	06705700020000	DEUTSCHE BANK NATL TRUST	11826	DIONYSUS WAY		RANCHO CORDOVA	CA	95742-8042	263.17
219335	06804200800000	LARRY W RUSHING	3332	FELTHAM WAY		SACRAMENTO	CA	95827-2314	265.08
209313	07203100490000	ANNA MURADYAN	2964	KACHINA WAY		RANCHO CORDOVA	CA	95670-5634	267.72
233612	07601910150000	SALVADOR P HAUTISTA	10357	MALAGA WAY		RANCHO CORDOVA	CA	95670-3550	274.44
18411	07229700560000	JASON KANG	10927	OAKHAM DR		RANCHO CORDOVA	CA	95670-6262	275.69
9857	07702900450000	GARRET CHERI RANDALL	10080	BISCANEWOODS WAY		SACRAMENTO	CA	95827-2331	277.08
75127	07701660070000	JUDY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404	278.88
9751	05803900580007	KELLY ALLEN	2362	COBBLEOAK CT		RANCHO CORDOVA	CA	95670-4230	282.26
458323	05700610010000	SCOTT FAIRBROTHER	10463	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640	284.44
20256	07229702290000	COLETTE MONTGOMERY	10922	TOWER PARK DR		RANCHO CORDOVA	CA	95670-6264	286.22
433097	06803500050000	ORAWAN SYNHORST	10033	BEXLEY DR		SACRAMENTO	CA	95827-2301	298.46
17378	06706300220000	HAENA TRAN	615	DUNHOLME WAY		SUNNYVALE	CA	94087-3403	298.54
4180	06708600290000	RYAN DURLING	12327	PAWCATUCK WAY		RANCHO CORDOVA	CA	95742-7735	298.67
17819	06803700260000	MATTHEW JRIYASETATONG	9901	BURLINE ST		SACRAMENTO	CA	95827-3513	298.67
24115	05600810030000	SVS ENTS INC	2158	DANBURY WAY		RANCHO CORDOVA	CA	95670-2270	298.67
90945	05701030130000	VICTORIA HARVEY-DETOMA	2537	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3615	298.67
193892	05803500110000	DONNA MARI BERTRAM	9633	ELGIN BLVD		SPRING HILL	FL	34606-1019	298.67
210484	05603850050000	KAREN VILLANUEVA	1501	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2808	298.67
229243	06805200430000	TRUST OF TIONGSON	514	WOODCREST DR		VACAVILLE	CA	95688-9118	298.67
9028	05600750090000	RACHAEL LUCERO	2045	ROSSMOOR DR		RANCHO CORDOVA	CA	95670-2246	302.09
23996	05603000710000	ALLAN ROBERT THOMAS	10980	MIRA RIVER CT		RANCHO CORDOVA	CA	95670-2718	302.09
137325	05701450180000	J ALBERTO CHAVEZ	8500	CLOUDCROFT WAY		ORANGEVALE	CA	95662-3925	302.09
209817	06706300420000	MYRNA MAPA	4391	MALANA WAY		RANCHO CORDOVA	CA	95742-8059	302.09

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
588879	07601110180000	JOHN GUGLIELMIN	2552	EL CEDRO CT		RANCHO CORDOVA	CA	95670-2013	302.09
626502	07701220360000	JENNIFER MOGAYZEL	3253	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5831	302.09
21731	05700420070000	JACQUELINE ALEXANDER	7949	ARCADE LAKE LN		CITRUS HEIGHTS	CA	95610-5195	302.27
153805	05800820170000	TRUST OF BABCOCK	2253	CERVANTES DR		RANCHO CORDOVA	CA	95670-4125	302.27
484105	06803640390000	SANDRA JONES	9945	BURLINE ST		SACRAMENTO	CA	95827-3543	302.27
93311	07702500810000	RONALD C ADDISON	3232	SMITHLEE DR		SACRAMENTO	CA	95827-2471	302.40
6503	06706900690000	BENJAMIN DRAPER	5121	HEATHER RANCH WAY		RANCHO CORDOVA	CA	95742	305.70
175828	05701110380000	TINA KHAOONE	2569	RIBIER WAY		RANCHO CORDOVA	CA	95670-3746	307.38
11460	07202020170000	MARY ZIMMER	3004	BURTON CT		RANCHO CORDOVA	CA	95670-5509	307.87
100877	05603400600000	RYAN MURRAY	11011	RAINBOW RIVER CT		RANCHO CORDOVA	CA	95670-2722	307.87
102862	05603700460000	MARGO FRANK	11110	CONCORD RIVER CT		RANCHO CORDOVA	CA	95670-2835	307.87
526915	06700300630000	ANGELO TSAKOPOULOS	4290	RANCHO CORDOVA PKWY		RANCHO CORDOVA	CA	95742-8153	307.87
518043	05800610060000	ABGAR SARKISIAN	2248	BENITA DR		RANCHO CORDOVA	CA	95670-4009	311.62
27605	07703800010000	ALISON BAKER	3633	MADDIEWOOD CIR		SACRAMENTO	CA	95827-3066	312.33
34650	06804200290000	DARREN CANADY		PO BOX 1347		NORTH HIGHLANDS	CA	95660-1347	312.97
93097	05701010090000	TERESA TELLES	2545	GANZAN WAY		RANCHO CORDOVA	CA	95670-3623	318.83
16486	05801820100000	GERALD R & KANDACE E CISCO	10920	WALNUTWOOD WAY		RANCHO CORDOVA	CA	95670-5115	320.29
112000	05600420010000	TRUST OF CALAY	2200	WOODCLIFF WAY		RANCHO CORDOVA	CA	95670-2241	320.29
173427	06705600560000	ADONA NACAPUY-ESPERANZA	23	PELLERIA DR		AMERICAN CANYON	CA	94503-1431	320.29
592315	05602040040000	KEITH BURKHARDT	2221	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2461	320.45
9426	06704600470000	JUSTINA JONES	11852	AUTUMN SUNSET WAY		RANCHO CORDOVA	CA	95742-8009	320.75
17100	05701420090000	RICHARD F VANDAGRIFF JR	10431	MALAGA WAY		RANCHO CORDOVA	CA	95670-3649	321.03
113168	06704500050000	STEPHANIE LOUISE PRICE	11797	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047	325.20
3100609	05801140210000	DAVID KOLSHINKSI	10821	BALLANTRAE WAY		RANCHO CORDOVA	CA	95670-4933	325.44
133506	05700940010000	WILLIAM DEWEY	2526	TANNAT WAY		RANCHO CORDOVA	CA	95670-3629	325.62
398464	05601510010000	JOSEPH NORRIS	1900	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2433	330.59
95967	07703240200000	CHARLIE M WARD	3343	HARTSELLE WAY		SACRAMENTO	CA	95827-2449	330.73
560130	07202020100000	GABRIEL BERNAL	10546	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5532	332.80
531939	07213500680000	DAVID GIN	10706	BASIE WAY		RANCHO CORDOVA	CA	95670-7317	335.75
563523	05804000470000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	337.95
181046	05801140010000	MARINA GONZALEZ	2501	CORDOVA LN		RANCHO CORDOVA	CA	95670-4943	337.97
29352	06705700570000	SEANNY & EAM MIN	20	GREENPARK WAY		SOUTH SAN FRANCIS	CA	94080-7317	338.04
206730	05700100530000	CHRISTOPHR THOMPSON	1731	HOWE AVE	PMB 478	SACRAMENTO	CA	95825-2209	338.08
140835	05701840040000	TRENTON GLASS	2520	CABERNET WAY		RANCHO CORDOVA	CA	95670-4909	338.18
249174	06801220170000	MATHEW & SARA SCHWARTS	3347	POLARIS DR		SACRAMENTO	CA	95827-2961	338.23
48	06707700950000	MARK SHEEHAN	4327	MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098	338.24
146017	05702640060000	JAMES HERD	251	ASHBURY ST	APT 4	SAN FRANCISCO	CA	94117-2002	338.24
405289	06805150060000	CONNIE GREKOFF	9738	WOODHOLLOW WAY		SACRAMENTO	CA	95827-2723	338.24
551414	06805130220000	DON T TRAN	9717	WOODHOLLOW WAY		SACRAMENTO	CA	95827-2722	342.09
579782	07702220070000	ROBERT CARTAS	3230	SANBURY CIR		RANCHO CORDOVA	CA	95670-5702	351.37
244699	06800720180000	MARVIN F MILLER JR	3464	WILDWIND CT		SACRAMENTO	CA	95827-3064	354.83
428	07700710040000	ROBIN SMITH	2943	BETLEN CT		RANCHO CORDOVA	CA	95670-5302	364.67
10537	06708600040000	THERESA DOAN	12307	PALEO WAY		RANCHO CORDOVA	CA	95742-7757	364.67
13773	06706600730000	ERICA JOHNSON	4050	CORATINA WAY		RANCHO CORDOVA	CA	95742-8006	364.67
116633	05601230050000	DAVID D DAY	2128	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2437	364.67
140840	05701840050000	JACQUELINE MERES	2524	CABERNET WAY		RANCHO CORDOVA	CA	95670-4909	364.67
153205	07601930080000	EDGAR M VIVAS	10376	MALAGA WAY		RANCHO CORDOVA	CA	95670-3529	364.67
233765	07602010010000	JAMES R HOPKINS	2700	PASEO DR		RANCHO CORDOVA	CA	95670-3435	364.67

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
121210	05601720080000	DEBBIE HOLTZCLAW	10695	VAN STRALEN WAY		RANCHO CORDOVA	CA	95670-2456	368.16
116955	07224700480000	DAMAILI SMOTHER	3573	ENVERO WAY		RANCHO CORDOVA	CA	95670-6961	368.69
235304	07602330050000	LINDA BAGLIN	9586	EMERALD PARK DR		ELK GROVE	CA	95624-2314	368.93
207472	06804420030000	JASON HUNT	3144	EXPLORER DR		SACRAMENTO	CA	95827-2832	371.78
13378	06706200060000	JEREMY GOODIN	11812	MARSYAS WAY		RANCHO CORDOVA	CA	95742-8057	372.34
525259	05803700440000	AMY MOORE	10948	ALANDALE WAY		RANCHO CORDOVA	CA	95670-5133	372.34
189048	05801920230000	CARRIE BARBIER	549	TWINWOOD LOOP		ROSEVILLE	CA	95678-5978	373.42
233073	07601730120000	ROBERT C RIPLEY	2645	PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428	373.42
29631	05701620080000	FEDERAL NATL MTG ASSN	1800	TAPO CANYON RD		SIMI VALLEY	CA	93063-6712	374.69
133652	05700950070000	LINDA L CARDOZA	2554	GANZAN WAY		RANCHO CORDOVA	CA	95670-3624	376.82
112004	05600420020000	TRUST OF CALAY	2200	WOODCLIFF WAY		RANCHO CORDOVA	CA	95670-2241	378.36
185016	05801330030000	MARK FEIST	2606	QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5113	378.36
629122	06804710270000	HUNG CHAN BANH	21212	WILDER AVE		LAKEWOOD	CA	90715-2415	378.36
593879	07222100250000	MORGAN MITCHELL	10852	BELLONE WAY		RANCHO CORDOVA	CA	95670-6926	378.95
347365	07601440170000	JACOB ROSEN	2605	PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428	379.76
638589	06804540180000	CHRISTY SANCHEZ	3645	GRANBY DR		SACRAMENTO	CA	95827-3524	380.17
121479	05601810020000	JEFFREY FAULKS	10691	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468	380.64
114779	05600940020000	SIMS J BURNETT	2204	ROSSMOOR DR		RANCHO CORDOVA	CA	95670-2306	382.92
252691	07702700240000	ARBIN C KUMAR	3390	OTTER CT		HAYWARD	CA	94542-2616	383.86
3413	06708700510000	BRENDA BUCKANS	4147	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7751	385.08
93012	07702500390000	ANN HUDDLESTON	4000	THORNHILL DR		SACRAMENTO	CA	95826-5037	386.02
27511	06705900350000	WEI & JUISHAN CHENG	12028	MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084	387.48
18912	07229900100000	BRAD DAWSON	10931	THORLEY WAY		RANCHO CORDOVA	CA	95670-6256	389.44
416728	05702640020000	SUZANNE SMITH	5402	VIN ROSE CT		CITRUS HEIGHTS	CA	95610-7926	389.44
246879	07701410040000	KARAPET ELBAKYAN	3220	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5815	390.36
558433	06805200200000	EBONY ALLEN	3059	EXPLORER DR		SACRAMENTO	CA	95827-2718	392.14
389295	07602430130000	KELLI KAUFFROATH	2445	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159	392.37
201284	05804300040000	MYRNA D GILYARD	2484	BERRYWOOD DR		RANCHO CORDOVA	CA	95670-5257	394.00
220919	07600420010000	KARL L SOULE	3901	LAKE RD	SPC 80	W SACRAMENTO	CA	95691-3440	394.00
221269	06804410110000	THOMAS LEE BINNS	3209	ALTAWOOD CT		SACRAMENTO	CA	95827-2830	394.05
23265	06705700380000	MANUEL A JARAMILLO	4155	PYLOS WAY		RANCHO CORDOVA	CA	95742-8039	394.32
597592	05603910300000	TRUST OF DRIMMER	11058	MAMMOTH RIVER CT		RANCHO CORDOVA	CA	95670-2828	394.68
102433	05603600060000	MICHAEL K JOHNSON	11105	MOOSE RIVER CT		RANCHO CORDOVA	CA	95670-2960	394.92
153483	05800730190000	EVA N RODRIGUEZ	2328	SONATA DR		RANCHO CORDOVA	CA	95670-5234	394.92
219603	06804330280000	SILFREDO HERNANDEZ	3336	VIRGO ST		SACRAMENTO	CA	95827-2839	394.92
362842	05702860010000	GREGORY CAMPION	2404	NEGRARA WAY		RANCHO CORDOVA	CA	95670-3823	394.92
238216	07602520120000	WILLIAM T CLAPP	2405	LA LOMA DR		RANCHO CORDOVA	CA	95670-3412	395.14
12928	07229702350000	GINA HENDERSON	3166	BRIDGEWAY DR		RANCHO CORDOVA	CA	95670-6246	395.59
58867	06801370020000	KAREN G MORGAN	10053	NEBULA WAY		SACRAMENTO	CA	95827-2973	395.65
58875	06801370020000	KAREN G MORGAN	10053	NEBULA WAY		SACRAMENTO	CA	95827-2973	395.65
555365	06804720350000	CHONG M CHON	3244	PEGASUS WAY		SACRAMENTO	CA	95827-2348	396.20
500435	07703000150000	THERESA HULTBERG	3209	HOGARTH DR		SACRAMENTO	CA	95827-2345	396.88
114641	05600910210000	MICHAEL GEROW	10517	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	396.92
8601	07602520190000	BRAD NIBBELINK	109	MOSSGLEN CIR		SACRAMENTO	CA	95826-1724	397.10
114600	05600910140000	LISA R SKAARUP	10545	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	397.10
162867	06800720350000	ROBERT HARRIS	9905	ARIES WAY		SACRAMENTO	CA	95827-2901	397.10
205845	07201910160000	JOHN D RUYS	10519	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5518	397.10
21050	05603920030000	CARLOS & LEA HERNANDEZ	1776	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2735	397.21

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
641676	07223800350000	SEBREAN GREEN	3301	BROLIO CT		RANCHO CORDOVA	CA	95670-6952	397.34
14322	06707700940000	CRAIG & NISREEN ROBERTS	11821	EVERDELL WAY		RANCHO CORDOVA	CA	95742-8100	397.84
4162	06705200650000	RON DAVIS	4477	SOPHISTRY DR		RANCHO CORDOVA	CA	95742-8073	397.95
458223	05700910020000	CINDY PALKO	2608	TRONERO WAY		RANCHO CORDOVA	CA	95670-3612	398.14
11661	07601640330000	ERIN PLETCHER	2621	LA LOMA DR		RANCHO CORDOVA	CA	95670-3304	398.23
14206	07202020410000	SHERRIE DAVIS	10542	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5532	398.27
19343	07229701640000	CONSUELO PEREZ	3154	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6261	398.43
242814	07701040230000	VERNON J NEEL	2950	WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5347	398.43
611663	07201640130000	PETER MORALES	2917	HUNT DR		RANCHO CORDOVA	CA	95670-5613	398.43
106756	05603920020000	WILLIE FRA COOLEY	1772	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2735	398.48
112819	05600720110000	TODD MICHAEL RODRIGUEZ	10488	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2272	398.48
68783	07702230060000	ROBERTO PEREZ	3102	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713	398.49
19392	07702800400000	TRUST OF COUNTRY WAY	4909	SAINT THOMAS DR		FAIR OAKS	CA	95628-5312	398.60
220206	07502910180000	WALTER REED	2534	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3118	398.71
556488	07701510120000	VYACHESLAV SHYNGEL	10487	ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5840	398.71
235141	07602120040000	CHERYL JENTICK	2737	LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430	398.76
114743	05600920140000	LANI JONES	10511	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2250	398.79
111832	05603840140000	NAZARIA NGUYEN	4750	KATHYWOOD CT		FAIR OAKS	CA	95628-6015	398.84
110081	07600740160000	BAXRAM BADIE		PO BOX 661471		SACRAMENTO	CA	95866-1471	398.94
110099	07600740160000	BRAD BADIE		PO BOX 661471		SACRAMENTO	CA	95866-1471	398.94
114815	05600960010000	JAMES M GONZALES	1108	CHANSLOR AVE		RICHMOND	CA	94801-3546	398.94
192583	06707700360000	CIB INVESTMENTS	11815	SOPHOCLES DR		RANCHO CORDOVA	CA	95742-8063	398.94
548482	07501910030000	BADIE BAHRAM		PO BOX 661471		SACRAMENTO	CA	95866-1471	398.94
568332	07602430040000	ROSA RIVAS	2412	EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124	398.94
210470	06803440030000	WILLIE H DAVIS	3344	HOGARTH DR		SACRAMENTO	CA	95827-2341	398.95
500321	07701020020000	BADIE BAHRAM		PO BOX 661471		SACRAMENTO	CA	95866-1471	398.97
523348	06803640290000	ANGEL COVARRUBIAS	3609	SARAMENT CT		SACRAMENTO	CA	95827-3534	398.97
1088	06705100960000	EMILY SISNEROZ	11859	APPOLON DR		RANCHO CORDOVA	CA	95742-8074	398.98
248422	07701520350000	CATHERINE MACKLIN	10520	ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5804	398.98
235907	07602430120000	SCOT RUTHERFORD	2449	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159	399.04
244831	06800740010000	MICHAEL E YOUNGBLOOD	10004	NEBULA WAY		SACRAMENTO	CA	95827-2934	399.04
593135	05602800190000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	399.07
249115	06801220070000	TERESA ROGERS	9923	METEOR DR		SACRAMENTO	CA	95827-2911	399.20
14105	05805200030000	TAMBER SATINDER ARWINDER	104	HOXSIE CT	UNIT B	FOLSOM	CA	95630-3307	399.22
96771	05602800670000	JACKSON GUDEL	11169	KINGS RIVER CT		RANCHO CORDOVA	CA	95670-2908	399.22
219490	06804330100000	MARLENE C TUTHILL	8185	INTANKO LN		WHEATLAND	CA	95692-9748	399.22
2013	07201520200000	DIANE FAULKS	10691	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468	399.23
220894	07600410150000	JOEL PEREZ	10209	AGNES CIR		RANCHO CORDOVA	CA	95670-2001	399.23
3177	06803500180000	HIDI MCKAY	3313	CHERTSEY CT		SACRAMENTO	CA	95827-2308	399.28
432746	06804800450000	MARIA CATALANO	9908	BEXLEY DR		SACRAMENTO	CA	95827-2335	399.29
125054	05602900080000	FRANSISCO BRAMSILA	10937	GADSTEN WAY		RANCHO CORDOVA	CA	95670-5213	399.33
165274	06704800050000	DALJIT SIDHU	11845	OPAL RIDGE WAY		RANCHO CORDOVA	CA	95742-8020	399.36
207464	06704900150000	WANDA ANDERSON	4232	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	399.36
69245	07503120160000	SERA BENESH	2585	CAPITALES DR		RANCHO CORDOVA	CA	95670-3105	399.37
69252	07503120160000	SERA BENESH	2587	CAPITALES DR		RANCHO CORDOVA	CA	95670-3105	399.37
191268	05802230170000	ROBERT CHA EDWARDS	2371	CORDOVA LN		RANCHO CORDOVA	CA	95670-3917	399.37
221638	06804440140000	BARRETT G LEVINE	9833	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2806	399.37
224754	06804920090000	DAVID W PETERSON	10052	BRIANTOWN CT		SACRAMENTO	CA	95827-2945	399.37

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
242827	07701050020000	ROSA L TOLBERT	3009	WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5338	399.37
599832	05601330070000	CRYSTAL L WEBBER	10782	OAKTON WAY		RANCHO CORDOVA	CA	95670-2439	399.37
640696	07507000030000	ELIZABETH MCCULLOCH	2828	TIFFANY WEST WAY		SACRAMENTO	CA	95827-1418	399.37
96857	05602800810000	MARK T HOPKINS	3637	EASTERN AVE		SACRAMENTO	CA	95821-3203	399.37
17023	06706200350000	DARLENE M GRAY	11894	PYXIS CIR		RANCHO CORDOVA	CA	95742-8056	399.43
599592	05603850030000	TERRY BICKUM	1457	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2848	399.44
605922	07601210110000	SHANE AKERS	10381	NEWTON WAY		RANCHO CORDOVA	CA	95670-2054	399.44
133219	05700910070000	WAYNE E KAFKA	10256	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	399.46
635567	07600930250000	AMY JOHNSON	10329	NEWTON WAY		RANCHO CORDOVA	CA	95670-2024	399.46
10419	06705900570000	ALANA NEWTON	4320	ACCORDIAN WAY		RANCHO CORDOVA	CA	95742-8080	399.48
66341	07701540090000	HM REAL ESTATE LLC	4804	GRANITE DR	STE F-3 163	ROCKLIN	CA	95677-2857	399.48
66357	07701540100000	MURALI MENON	4804	GRANITE DR		ROCKLIN	CA	95677-2857	399.48
74880	05803900580018	PLEAJUR T BRYANT	11051	COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4244	399.48
75721	07701540100000	HM REAL ESTATE LLC	4804	GRANITE DR	STE F-3 163	ROCKLIN	CA	95677-2857	399.48
132626	05700730390000	RICKEY M BONNER	10569	MALVASIA DR		RANCHO CORDOVA	CA	95670-3748	399.48
136394	05701120010000	KEVIN MAY	2518	VERNACCIA CIR		RANCHO CORDOVA	CA	95670-3724	399.48
197368	06804310140000	TERRY A RICHARDSON	9764	RED CEDAR CIR		SACRAMENTO	CA	95827-2815	399.48
16131	05801310350000	LEVI VIGNA	2480	QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5109	399.50
97050	07703240330000	DURWIN A WESGATE		PO BOX 278123		SACRAMENTO	CA	95827-8123	399.50
123703	06704500140000	CORNELIA DOSTY	11761	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047	399.50
191188	05802230050000	TRUST OF CUISTAS	2352	GLENFAIRE DR		RANCHO CORDOVA	CA	95670-3920	399.50
203241	07201520020000	RAED S AWABDEH	10504	GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511	399.50
207837	06706601070000	MATTHEW GREENFIELD	4149	ARAGON WAY		RANCHO CORDOVA	CA	95742-8007	399.50
219130	06804200460000	TERRANCE R JONES	3309	CAHILL CT		SACRAMENTO	CA	95827-2305	399.50
226744	06805130110000	DURWIN WESGATE		PO BOX 278123		SACRAMENTO	CA	95827-8123	399.50
228981	07601520160000	MICHAEL AL KINGSLEY	2637	BENNY WAY		RANCHO CORDOVA	CA	95670-3501	399.50
544571	05805000260000	DURWIN A WESGATE		PO BOX 278123		SACRAMENTO	CA	95827-8123	399.50
819	07201720210000	ERIC & DENISE CHAPMAN	2969	WESTON WAY		RANCHO CORDOVA	CA	95670-5563	399.51
3130	06804200710000	HSBC BANK USA	931	CORPORATE CENTER DR		POMONA	CA	91768-2642	399.51
4178	06708001020000	BENJAMIN AVILA	12212	CONSERVANCY WAY		RANCHO CORDOVA	CA	95742-7763	399.51
8335	06801340020000	REBECCA & ROGER HORNER	3417	COMET CT		SACRAMENTO	CA	95827-2924	399.51
10596	07601010220000	HAL BLAKELY	10245	LOS PALOS DR		RANCHO CORDOVA	CA	95670-3443	399.51
11125	06705900340000	KI KIM	12032	MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084	399.51
13377	07703700920000	DONNA J GANGUET	3431	MISTY MORNING CIR		SACRAMENTO	CA	95827-3050	399.51
60996	07701630110000	ELEASE MYERS	10160	CRAWFORD WAY		SACRAMENTO	CA	95827-2461	399.51
61010	07701630110000	ELEASE MYERS	10160	CRAWFORD WAY		SACRAMENTO	CA	95827-2461	399.51
65946	05803900510002	LELAND CLARK	2358	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4277	399.51
71324	07701610150000	DAVID HESS	10119	CRAWFORD WAY		SACRAMENTO	CA	95827-2401	399.51
75119	07701660070000	GRADY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404	399.51
87511	05603100170000	COURTNEY MCCULLOCH	1604	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2714	399.51
90896	07701620100000	JOSE GARCIA-SANCHEZ	3352	GOULD WAY		SACRAMENTO	CA	95827-2459	399.51
96306	07225200270000	EDWARD REGAN	3300	OSELOT WAY		RANCHO CORDOVA	CA	95670-6979	399.51
96477	05602800210000	TIMOTHY J LOPEZ	11224	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	399.51
97093	07703240400000	LEE L WILLIAMS		PO BOX 1511		RANCHO CORDOVA	CA	95741-1511	399.51
97509	07702900290000	RHONDA J BALDO	10048	VIEWOODS CT		SACRAMENTO	CA	95827-2330	399.51
100690	05603400320000	KIM GIVENS		PO BOX 162		RANCHO CORDOVA	CA	95741-0162	399.51
105016	07223800090000	REGINALD PASCUAL	8154	SUNDANCE DR		ORANGEVALE	CA	95662-3110	399.51
106514	05603910040000	JOHN TENEYUCA	11008	WABASH RIVER CT		RANCHO CORDOVA	CA	95670-2728	399.51

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
114494	05600910020000	CHRISTINA LAXTON	2117	FARNSWORTH WAY		RANCHO CORDOVA	CA	95670-2214	399.51
116420	05601140030000	PETRILLO HILDEGARD	2134	DANBURY WAY		RANCHO CORDOVA	CA	95670-2207	399.51
119689	05601530060000	JAMES L JOHNSON	10824	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	399.51
121085	05601630070000	TIMOTHY WE MCCANDLESS	2020	MARYVALE WAY		RANCHO CORDOVA	CA	95670-2415	399.51
121833	05601920050000	SHEILA BURNSIDE	10645	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2466	399.51
127983	05602500280000	RICHARD A GIVENS	10641	COLOMA RD		RANCHO CORDOVA	CA	95670-3938	399.51
132672	05700740060000	BRIAN BOOTH	10554	MALVASIA DR		RANCHO CORDOVA	CA	95670-3747	399.51
133504	06801420310000	PEGGY COLEMAN	9835	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-3401	399.51
136887	05701410140000	LOREE M FREEMAN	10212	COLOMA RD		RANCHO CORDOVA	CA	95670-3606	399.51
153446	05800730130000	CANDACE AGEE	2304	SONATA DR		RANCHO CORDOVA	CA	95670-5234	399.51
155473	05604400130000	JUDITH WILSON	2246	GREEN BLOSSOM CT		RANCHO CORDOVA	CA	95670-2345	399.51
157046	07213500720000	JORGE L RODRIGUEZ	8175	ALPINE AVE		SACRAMENTO	CA	95826-4726	399.51
163394	05800940010000	ROB DEFEO	2265	CERVANTES DR		RANCHO CORDOVA	CA	95670-4125	399.51
166041	05702720090000	JAMIE MACH	10536	COLOMA RD		RANCHO CORDOVA	CA	95670-2325	399.51
179267	05700920200000	CASEY PLOGHOFT	2620	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3614	399.51
185118	05801410020000	TRUST OF WISEMAN	2304	BYRD DR		RANCHO CORDOVA	CA	95670-3912	399.51
185310	05801450050000	MICHAEL M MORRISS	2272	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-5136	399.51
187476	05801920060000	MICHAEL GRAY	10648	BISCAY WAY		RANCHO CORDOVA	CA	95670-3958	399.51
188540	07702800210000	PETER A HARTMAN	11230	GOLD EXPRESS DR	STE 310-395	GOLD RIVER	CA	95670-4484	399.51
189910	07701720190000	WAYNE MONTOYA	10413	BUENA PLAZA CIR		RANCHO CORDOVA	CA	95670-5403	399.51
203313	07201520140000	CRAIG ANDERSON	10521	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5522	399.51
205162	07201720230000	DELBERT TILL	2961	WESTON WAY		RANCHO CORDOVA	CA	95670-5563	399.51
205358	07201740120000	CHERYL A WHITE	2995	HUNT DR		RANCHO CORDOVA	CA	95670-5615	399.51
206565	07601550100000	RUSSELL K WYGAND	2653	GILBERT WAY		RANCHO CORDOVA	CA	95670-3540	399.51
208912	06803480110000	IRENE HONEYCUTT	7911	DERSINGHAM DR		SACRAMENTO	CA	95829-1463	399.51
210453	06803500400000	DOUGLAS LJUNG	3354	ROUTIER RD		SACRAMENTO	CA	95827-2322	399.51
210891	06803640280000	TERRENCE PEAK	3613	SARAMENT CT		SACRAMENTO	CA	95827-3534	399.51
219389	06804200890000	MICHAEL F SUCHTA	3319	CORBIN WAY		SACRAMENTO	CA	95827-2311	399.51
219782	06804350060000	MICHAEL R ANDREW	9820	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807	399.51
219889	06804360020000	RICK FISHER	3305	VIRGO ST		SACRAMENTO	CA	95827-2822	399.51
221246	06804410070000	JULIET MEIGHAN	3208	ALTAWOOD CT		SACRAMENTO	CA	95827-2842	399.51
223380	07600540060000	JANET ORUM	2220	CHASE DR		RANCHO CORDOVA	CA	95670-2040	399.51
224169	06804720220000	JANICE M BURROUGHS	3212	PEGASUS WAY		SACRAMENTO	CA	95827-2318	399.51
224600	06804800040000	PAULINE M DAVILA	3433	CORBIN WAY		SACRAMENTO	CA	95827-2339	399.51
228306	07601440030000	LORI GUDGEL		PO BOX 1220		SLOUGHHOUSE	CA	95683-1220	399.51
229278	06805200490000	ROSEMARIE MITSUKO	3238	SEAL CT		SACRAMENTO	CA	95827-2714	399.51
239459	07700660050000	RICHARD MORENO	3016	SWANSEA WAY		RANCHO CORDOVA	CA	95670-5331	399.51
244338	06804540150000	JAMES R FERGUSON	3633	GRANBY DR		SACRAMENTO	CA	95827-3524	399.51
244542	06800710130000	JOSE DE JE MUNOZ	8757	BADER RD		ELK GROVE	CA	95624-9346	399.51
244767	06800720290000	HARRY E PALMER JR	9929	ARIES WAY		SACRAMENTO	CA	95827-2901	399.51
246902	07701420030000	RICHARD DIX	10413	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816	399.51
246950	07701420090000	JERRYLN BURGESS	10434	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5817	399.51
248065	07701450040000	LYNN DIX	10413	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816	399.51
343320	07203640080000	NANCY L GRAHAM		PO BOX 578		RANCHO CORDOVA	CA	95741-0578	399.51
360102	07203200370000	GARY D DAVIS	2909	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606	399.51
362486	06804510140000	RUDOLPHO TORRES	3564	GRANBY DR		SACRAMENTO	CA	95827-3523	399.51
379463	05602500100000	LOIS E MCDANIEL	2158	PANTAGES CIR		RANCHO CORDOVA	CA	95670-2457	399.51
398065	07201820060000	JOSE CHAVEZ	2980	WINCHESTER DR		RESCUE	CA	95672-9374	399.51

Allied Waste Delinquencies
at June 11, 2012

Account	Parcel Number	Billing Name	Street #	Street Name	Address 2	City	State	Zip Code	Total
424333	06804350110000	PAUL ROBBINS	9837	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	399.51
458247	07601030170000	LINDA KAEHLER	2527	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3403	399.51
469510	07703700110000	RUTHUS WHITE	3456	MISTY MORNING CIR		SACRAMENTO	CA	95827-3052	399.51
469571	07203610060000	JEFFREY VERBISCIO	10844	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5624	399.51
503010	06800820030000	KARAPET BEKARYAN	3418	VIRGO ST		SACRAMENTO	CA	95827-2841	399.51
528691	05802160160000	CHRIS THOMAS	2321	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3926	399.51
535025	07213400680000	MELISSA WARDELL	10637	BASIE WAY		RANCHO CORDOVA	CA	95670-7315	399.51
552952	07602350130000	WENDY & GILDA CASTILLA	2537	LA CUMBRA CIR		RANCHO CORDOVA	CA	95670-3409	399.51
555212	05601530120000	KRISTINA JOHNSON	10848	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	399.51
556867	05800310030000	P VERNONN	2612	BETSY WAY		RANCHO CORDOVA	CA	95670-4940	399.51
561375	07702210140000	ANTONIO PARRALES	3259	SANBURY CIR		RANCHO CORDOVA	CA	95670-5720	399.51
568673	06803640430000	KAREN J LEARDINDI	9910	PALM GROVE DR		SACRAMENTO	CA	95827-3533	399.51
580412	06800720150000	CARRIE ASHE	9956	NEBULA WAY		SACRAMENTO	CA	95827-2914	399.51
584587	05801720070000	JEFFREY KELLY	2223	WHISTLER WAY		RANCHO CORDOVA	CA	95670-3905	399.51
587627	07600640020000	NICK RUSSELL	2304	MORAINE CIR		RANCHO CORDOVA	CA	95670-2021	399.51
591237	05702850260000	NAUMOVSKI BRANKO	2415	NEGRARA WAY		RANCHO CORDOVA	CA	95670-3822	399.51
597644	05800310020000	JAIME MIRANDA	2606	BETSY WAY		RANCHO CORDOVA	CA	95670-4940	399.51
601424	07602340150000	ROBERT YOUNG	2525	MARTINIO CT		RANCHO CORDOVA	CA	95670-3427	399.51
604184	07203630230000	LOIS MITCHELL		PO BOX 453		GRIZZLY FLATS	CA	95636-0453	399.51
606538	07222100150000	BRYANT P AFLLEJE	10800	BELLONE WAY		RANCHO CORDOVA	CA	95670-6918	399.51
608801	07601610050000	KIMBERLY WINSTON	2616	SOBRANTE WAY		RANCHO CORDOVA	CA	95670-3316	399.51
622897	07201540070000	NILS WALKER	2945	MILLS PARK DR		RANCHO CORDOVA	CA	95670-5539	399.51
626798	07219700080000	JEREMY WOOTEN	3336	CORVINA DR		RANCHO CORDOVA	CA	95670-6903	399.51
631879	05601120140000	THOMAS KOWALESKI	2131	STARRLYN WAY		RANCHO CORDOVA	CA	95670-2233	399.51
636886	05700910080000	SYLVIA RODRIGUEZ	10260	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	399.51
638648	06803460230000	DEMETRIUS BELLAMY	5050	LAGUNA BLVD	STE 112-555	ELK GROVE	CA	95758-4151	399.51
58925	06801370100000	SCOTT & SHANN SERRAO	10087	NEBULA WAY		SACRAMENTO	CA	95827-2973	399.52
133769	05701010060000	OPAL PRUITT	2550	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616	399.52
140060	05701640060000	LORRALEN SILVAS	2694	BARBERA WAY		RANCHO CORDOVA	CA	95670-3742	399.60
469224	05800310050000	ANTHONY FLORES	2624	BETSY WAY		RANCHO CORDOVA	CA	95670-4940	399.60
18287	07225900280000	INDYMAC BANK FSB	155	N LAKE AVE		PASADENA	CA	91101-1848	399.63
21743	06801370080000	GRADY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404	399.71
21744	06801370080000	GRADY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404	399.71
24253	07600650090000	EDWARD CLARK	2305	MORAINE CIR		RANCHO CORDOVA	CA	95670-2020	399.75
22601	07225500160000	BAC HM LNS SVCNG LP	3561	DEBINA WAY		RANCHO CORDOVA	CA	95670-6973	399.91
4977	05601820180000	MARK A & BRENDA G SUPER	10664	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	400.00
206722	05800420250000	STEVEN BECKER	10817	ALANDALE WAY		RANCHO CORDOVA	CA	95670-5005	400.95
20422	07702900020000	MICHAEL & MARJORIE KELLEY	3141	HOGARTH DR		SACRAMENTO	CA	95827-2343	401.75
601836	05700520120000	JENNIFER BOTTIMORE	2512	TORMOLO WAY		RANCHO CORDOVA	CA	95670-3631	402.76
21601	05600420120000	GEORGE AZEVEDO	2158	DANBURY WAY		RANCHO CORDOVA	CA	95670-2270	402.83
367676	05602800480000	DONALD WROTH	2054	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2913	403.93
121152	05601640040000	CHRIS NAVARETTI	10624	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	410.45
242323	07700920130000	CHARLES PE LOTZ	3050	ABBOTT CT		RANCHO CORDOVA	CA	95670-5301	416.77
200089	05601160090000	PETER LOPEZ	2242	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	423.52
511033	05702540080000	SALLY GONZALEZ		PO BOX 305		SOUTH SAN FRANCIS	CA	94083-0305	424.06
529167	06805200600000	GLORIA MCKIE	9732	NORTHPORT CT		SACRAMENTO	CA	95827-2726	426.14
642649	07201630070000	RANDY OWEN	2928	HUNT DR		RANCHO CORDOVA	CA	95670-5614	439.97
597322	07222100640000	CHRISTOPHER BUDGE	10729	BELLONE WAY		RANCHO CORDOVA	CA	95670-6927	446.42

Allied Waste Delinquencies
at June 11, 2012

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485008	06804920270000	JOANN WOOLFOLK	10082	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2971	448.42
611491	07601730030000	ELENA HARRIS	2670	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3458	455.98
199846	05804000700000	RICHARD K ENGLISH	10979	CYPRESSWOOD WAY		RANCHO CORDOVA	CA	95670-5207	456.57
148247	05703110150000	SUE A BOURNE-KENT	2406	CARIEL CT		RANCHO CORDOVA	CA	95670-4924	458.79
144146	05702310020000	GREGORY STEPHENSON	2704	RIBIER WAY		RANCHO CORDOVA	CA	95670-4839	460.26
11389	07203620230000	JENNIFER JEFFREY		PO BOX 188643		SACRAMENTO	CA	95818-8643	472.52
238078	07602450070000	MARK MASSIMIAMO		PO BOX 1501		RANCHO CORDOVA	CA	95741-1501	473.33
88329	07502910020000	KAREN WALKER	2419	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3115	478.00
223127	07600510010000	JAMES A BAGSHAW	10263	OCTAVIA WAY		RANCHO CORDOVA	CA	95670-2026	479.64
167213	06704700520000	KAREN POLLARD	11871	AUTUMN SUNSET WAY		RANCHO CORDOVA	CA	95742-8009	485.62
157040	07213500710000	VALERIE A SANTIAGO	10694	BASIE WAY		RANCHO CORDOVA	CA	95670-7317	487.17
121404	05601740090000	MARY A STALLWORTH	8176	AEDAN CT		SAN DIEGO	CA	92120-1601	491.54
71747	05803900530015	BRIE M BENNETT	11012	COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4231	497.70
154690	07701810200000	FRITZ BENOIT	35	VIA PESARO		AMERICAN CANYON	CA	94503-1452	498.08
22085	06704501070000	ROBERT RIGGS	11775	JUSTINIAN DR		RANCHO CORDOVA	CA	95742-8052	499.13
96318	05602800010000	MICHAEL C LEWIS	2049	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2912	513.12
254218	07702800330000	LATASHA RIVERA	10151	COUNTRY WAY		SACRAMENTO	CA	95827-2411	516.01
128213	05602700050000	CHAD M MCKEOWN	2212	RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223	517.95
130522	05700510080000	MARGARET KAFKA	10256	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	520.98
130628	05700520090000	CHERYL LYN POMEROY	10428	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3602	520.98
3212	06705100520000	WILFRADO MORA	4306	SADDLEHORN WAY		OCEANSIDE	CA	92057-6505	521.36
156626	05804700010000	GREGORY SC ELZEA	11117	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5254	523.04
548265	05600720250000	JANET M ROTHERMEL	2032	FARNSWORTH WAY		RANCHO CORDOVA	CA	95670-2213	525.87
8767	06708000860000	BIRTHA BILLOUPS	12216	HETCH HECHY DR		RANCHO CORDOVA	CA	95742-7762	525.95
653806	05702020190000	BAHRAM BADIE		PO BOX 661471		SACRAMENTO	CA	95866-1471	526.30
68791	07702230060000	ROBERTO PEREZ	3102	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713	526.33
436349	07201830110000	MICHAEL BROWN	10476	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5521	526.49
5858	06801520090000	RICHARD TALLEY	9936	ZION WAY		SACRAMENTO	CA	95827-2943	526.76
9479	06704900170000	RICHARD PATTERSON	4224	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	526.85
97596	07702900420000	WILLYPHIP MAULIT	3108	HOGARTH DR		SACRAMENTO	CA	95827-2344	526.95
534422	05603200260000	REGINALD VELTEN	7557	FAIRWAY TWO AVE		FAIR OAKS	CA	95628-4603	526.95
10356	05801920100000	REBECCA ALLEN	10664	BISCAY WAY		RANCHO CORDOVA	CA	95670-3958	526.99
133496	06801420310000	PEGGY COLEMAN	9837	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-3401	526.99
181875	06705000180000	ANDRE & VONETTA HUDDLESTC	11879	FIRE AGATE WAY		RANCHO CORDOVA	CA	95742-8068	526.99
247878	06801120130000	JANIS MAHONE	10067	TERRIER WAY		SACRAMENTO	CA	95827-2940	527.01
1368	06803410060000	TREAVER L BROOKS	2804	WHITNEY DR		FAIRFIELD	CA	94533-6537	527.02
3924	07229700630000	EMILY BEUTLER	3144	FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258	527.02
10221	05800180050000	LORI WOOD	10636	COLOMA RD		RANCHO CORDOVA	CA	95670-3937	527.02
12073	06708400860000	JENNY TALAVERA	12325	MONTAUK WAY		RANCHO CORDOVA	CA	95742-7724	527.02
28015	06801250040000	FRANKIE LY SINGH	10013	NEBULA WAY		SACRAMENTO	CA	95827-2933	527.02
114218	05600820040000	JEROME P BATTLE	10480	ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230	527.02
116561	05601220030000	ROCKY CARIVELU	2110	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2409	527.02
123152	05602010070000	WILLIAMS NICHOLS	10565	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2448	527.02
127886	05602500120000	RICHARD AL GIVENS	10641	COLOMA RD		RANCHO CORDOVA	CA	95670-3938	527.02
158261	07601350140000	KAREN BARBRE	2609	GILBERT WAY		RANCHO CORDOVA	CA	95670-3513	527.02
158998	06704800090000	CANDACE NUNEZ	4171	TULIP PARK WAY		RANCHO CORDOVA	CA	95742-8010	527.02
160093	07224700040000	GALINA CHAPLYGINA	3559	RIOJO WAY		RANCHO CORDOVA	CA	95670-6966	527.02
201904	07201340240000	DAVID P PARKER II	10445	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5520	527.02

Allied Waste Delinquencies
at June 11, 2012

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587825	07203200390000	GERALD AIKEN	1033	CONGRESS AVE		SACRAMENTO	CA	95838-4407	527.02
629262	07201710080000	BRANDON MORTZ	2960	WESTON WAY		RANCHO CORDOVA	CA	95670-5505	527.02
142379	05702010010000	JOHNNY S WILSON		PO BOX 35		RANCHO CORDOVA	CA	95741-0035	539.41
30722	07229702460000	BAC HM LNS SVCNG	10885	STOURPORT WAY		RANCHO CORDOVA	CA	95670-6247	553.29
642762	05801030080000	DACHA BECKEL	2332	ROSADO WAY		RANCHO CORDOVA	CA	95670-5232	569.70
222037	06804520130000	DANIEL RAMIREZ	3530	DAVELAR CT		SACRAMENTO	CA	95827-3517	580.15
144254	05702320040000	GRACE M WILLIAMS	2517	MARTINIO CT		RANCHO CORDOVA	CA	95670-3427	582.56
17155	05700610020000	DENISE CRAVEN	10467	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640	584.05
392370	05602900370000	TOPORISTE GHERGHINA	2140	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2929	584.15
28612	06805200440000	TIONGSON 1995 TRUST	9662	GREENSBORO CIR		SACRAMENTO	CA	95827-2721	599.28
30590	05604240210000	DEUTSCHE BANK NATL TRUST	10473	WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2252	604.53
10073	06801520080000	AMANDA LEE	9932	ZION WAY		SACRAMENTO	CA	95827-2943	615.00
422088	05701720240000	TRUST OF EDMISTEN	2632	BARBERA WAY		RANCHO CORDOVA	CA	95670-3706	640.16
10249	06704500880000	MICHAEL WOFRAM & KYLE BUDI	2488	WILLOWDALE DR		EL DORADO HILLS	CA	95762-4020	641.88
171595	06706200270000	LOUIS DEDIER	11808	PYXIS CIR		RANCHO CORDOVA	CA	95742-8056	650.46
10970	07501510190000	JESSICA ALEMAN	10129	LA GLORIA WAY		RANCHO CORDOVA	CA	95670-3112	650.53
227817	07601310210000	LARRY DAVIS	10301	COLOMA RD		RANCHO CORDOVA	CA	95670-2103	650.53
30497	05702820070000	ROBERT L LIN & HELEN H YANG	2411	ARAMON DR		RANCHO CORDOVA	CA	95670-3855	659.89
30589	05701350060000	PACIFICA GROUP 49/II	311	N ROBERTSON BLVD, STE 447	STE 447	BEVERLY HILLS	CA	90211-1705	729.26
30807	06804440110000	HOMESALES INC	7255	BAYMEADOWS WAY		JACKSONVILLE	FL	32256-6851	832.53
154716	07701810200000	FRITZ BENOIT	35	VIA PESARO		AMERICAN CANYON	CA	94503-1452	1,012.10
154708	07701810200000	FRITZ BENOIT	35	VIA PESARO		AMERICAN CANYON	CA	94503-1452	1,039.09
154666	07701810200000	FRITZ BENOIT	35	VIA PESARO		AMERICAN CANYON	CA	94503-1452	1,097.25
31986	07229800600000	DONIELL M ADAMS	3157	NOAH BLOMQUIST WAY		RANCHO CORDOVA	CA	95670-6255	1,702.07
									197,308.78

MEMORANDUM

DATE: July 2, 2012

TO: Honorable Mayor and Council Members

FROM: Micah Runner, Economic Development Manager

SUBJECT: **RESOLUTION ADOPTING THE PROCESS FOR THE DISPOSITION OF SUCCESSOR AGENCY REAL PROPERTY ASSETS**

RECOMMENDATION

Adopt Successor Agency Resolution No. SA 5-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow staff to move forward with disposing of real property assets owned by the Successor Agency.

ADVANCES GOAL: 6

SUMMARY

The Successor Agency has been tasked by ABx1 26 to dispose of all its assets and properties "expeditiously and in a manner aimed at maximizing value". The Oversight Board will be required to review and approve the actions of the Successor Agency. Prior to disposition of any Successor Agency asset, establishment of a disposition process through an approved policy will assist to standardize the process. Adoption of the process will enable staff to begin disposing of the former Redevelopment Agency's assets as required under ABx1 26.

BACKGROUND

On June 29, 2011 Governor Jerry Brown signed into law ABx1 26, the Assembly Bill that dissolved redevelopment agencies and created a mechanism to wind down all redevelopment activity, including the sale of redevelopment assets and the re-allocation of redevelopment funds. This legislation was challenged in the Supreme Court of the State of California in August of 2011, and was put under judicial stay while the Supreme Court decided its constitutionality. On December 29, 2011 the California Supreme Court issued its decision on ABx1 26, declaring it constitutional and upholding it as law. The court also re-started the timeline for RDA dissolution, and the transfer of assets to the Successor Agency, which had been stalled during the judicial stay period. On January 10, 2011 the City Council of the City of Rancho Cordova adopted a resolution stating that the City, as a jurisdiction with a Community Redevelopment Agency, had decided to perform the duties of the Successor Agency, as identified in ABx1 26, to wind-down redevelopment activities and to dispose of RDA assets.

ABx1 26 establishes a governing framework under which Successor Agencies will fulfill their obligations to pay off the existing debt and dispose of the assets of the defunct RDA.

Per State Legislative Act ABx1 26, the Successor Agency must dispose of all assets and properties of the former redevelopment agency. Disposition shall be done expeditiously and in a manner aimed at maximizing value. Proceeds from asset sales shall be transferred to the County Auditor-Controller for distribution as property tax proceeds under ABx1 26 Section 34188.

ATTACHMENTS

1. Successor Agency Resolution No. SA 5-2012
2. Disposition of Successor Agency Real Property Process
3. Map of Successor Agency properties

ATTACHMENT 1

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. SA 5-2012

A RESOLUTION OF THE SUCCESSOR AGENY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A REAL PROPERTY DISPOSITION PROCESS

WHEREAS, the City of Rancho Cordova on January 10, 2012 adopted Resolution No. 1-2012 to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova commencing upon dissolution of the Redevelopment Agency on February 1, 2012 pursuant to ABx1 26;

WHEREAS, the Oversight Board was established to review the actions of the Successor Agency and is required to direct the Successor Agency to dispose of all properties of the former Redevelopment Agency that were funded by tax increment revenue, expeditiously and in a manner that maximizes revenue; and

WHEREAS, subject to the approval of the Oversight Board, the Successor Agency desires to adopt policies and process regarding the disposition of properties of the former Redevelopment Agency consistent with the ABx1 26 and the goals of the City of Rancho Cordova.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

1. Subject to the approval of the Oversight Board, approves the attached (Exhibit 1) process for the disposition of property of the former Redevelopment Agency

PASSED AND ADOPTED by the Successor Agency of the Community Redevelopment Agency of the City of Rancho Cordova on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Agency Chair

ATTEST:

_____
Mindy Cuppy, CMC, Agency Secretary

ATTACHMENT 2

PROCESS

DISPOSITION OF SUCCESSOR AGENCY REAL PROPERTY ASSSETS

The following is the process for the disposition of Successor Agency ("City") Real Property Assets consistent with State Legislation ABx1 26. The Agency's goal is to dispose of properties expeditiously while maximizing property values. (HS Code 34177 (e))

The goals of the disposition of former RDA assets must meet the statutory requirements of the Health and Safety code. However, it is important to the City of Rancho Cordova that the disposition of these properties is done responsibly and with respect toward the City's goals. The disposition of RDA assets should address the following goals:

GOALS

1. Leverage Agency sites to maximize community benefit
2. Maximize return on property disposition.
3. Be responsive, equitable, and sensitive to the needs and concerns of adjacent private property owners.
4. Present purchase offers or property proposals for the disposition of former RDA sites to the Successor Agency in a timely manner.

These property disposition goals must merge with the following City goals:

1. Drive diverse economic opportunities.
2. Promote the positive image of Rancho Cordova.
3. Ensure a safe, inviting, and livable community.

With these goals in mind, we have developed a process for the disposition of former RDA assets.

DISPOSITION PROCESS

- Obtain Successor Agency approval to move forward on property disposition.
- Secure title report and all pertinent parcel information for site(s) being listed.
- Prepare disclosure document containing all pertinent property information.
- Prepare Multiple Listing Service (MLS) sale listings for the properties up for sale.
- Establish a deadline to expedite the sale of property.
    - Properties should be posted on MLS for 30 days.
- Publish Newspaper notice of MSL listing.
    - Notice should run for a minimum of 3 days.
- All purchase offers must be brought before the Successor Agency for review and approval.

- Successor Agency must select the proposal that meets the most overall goals of the Successor Agency. If the highest offer does is not selected, the Successor Agency must provide justification and compliance with ABx1 26.
- Prepare Purchase and Sale Agreement.

Properties that are not sold after 30 days will be pulled from the MLS. The Successor Agency may choose to issue a Request for Proposals (RFP) for the purchase and development of the properties at anytime. The RFP disposition policy is as follows:

RFP DISPOSITION PROCESS

- Prepare, Notice, Advertise and Release RFP
- Select Developer from qualified respondents.
    - The Successor Agency will choose the developer
    - It will be necessary to get Oversight Board approval for any proposed development through RFP
- Secure Option Agreement between developer and Successor Agency
    - Project design period
- Initiate Appraisal & Environmental Review
- Prepare Development Agreement
    - CEQA/NEPA documentation
    - Sale & Purchase agreement

Properties that are not disposed or developed by the Oversight Board Consolidation date (July 1, 2016) will be put up for public auction prior to the Oversight Board Consolidation.

PUBLIC AUCTION DISPOSITION PROCESS

- Present resolution of "Intent to Sell" to Successor Agency.
- Prepare, notice, and advertise Successor Agency's decision to sell real property.
    - Set minimum sale price
    - Identify date and time of public hearing and public bid
    - Establish minimum deposit
- Establish date & time sealed bids are due to the Successor Agency.
- Present all bids to Successor Agency in an open hearing
    - Open all bids and select the highest offer
    - Call for any oral bids wishing to offer 10% or more than existing highest bid.
    - Accept and award property to highest bidder.
- Prepare Purchase & Sale Agreement

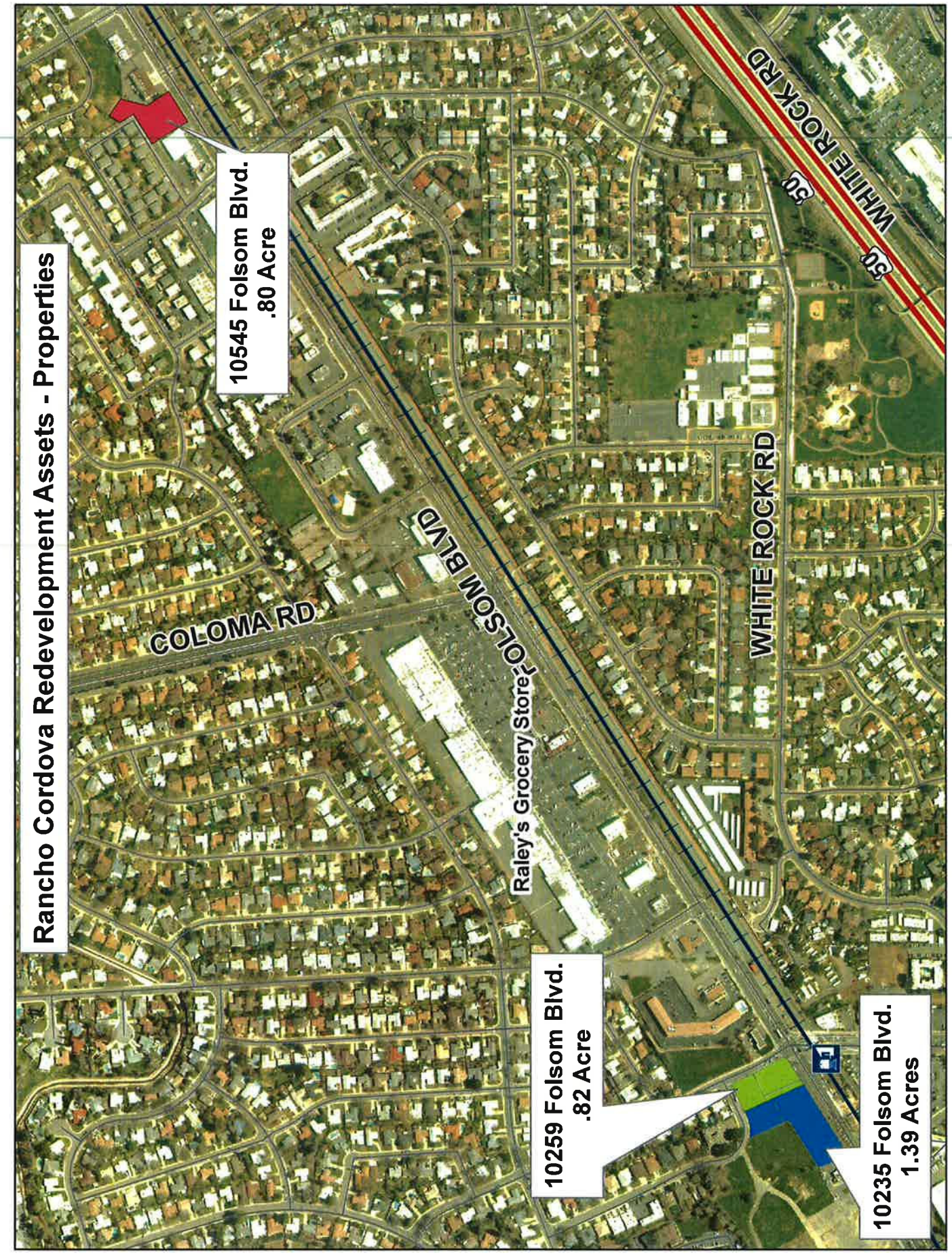
All properties sold via arm's-length transaction, disposed through RFP, and auctioned off to the highest bidder shall be subject to the following transaction process:

ATTACHMENT 2

PROPERTY TRANSFER PROCESS

- Secure Property Appraisal
- Prepare Quit Claim Deed
- Negotiate Compensation Agreement with affected taxing agencies.
- Present transfer to Successor Agency, and Oversight Board for approval.

ATTACHMENT 3



MEMORANDUM

DATE: July 2, 2012

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator

SUBJECT: **CONSIDERATION OF THE PROPOSED USE OF RECENTLY AWARDED STATE LOCAL HOUSING TRUST FUND (LHTF) GRANT FUNDS**

RECOMMENDATION

Adopt Resolution No. 57 -2012 which establishes the priority use of LHTF grant funds.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will permit staff to proceed with actions required to commit grant money on a timely basis

BACKGROUND

In 2011 the state of California issued a Notice of Funding Availability for approximately $16 million of matching grant funds for "New" formed Local Housing Trust Funds (LHTF). These State monies are proposed to match Local Housing Trust funding up to a maximum of $2.0 million (for a combined total of $4.0 million) per application for the development of affordable housing. Permitted use of funds include "…predevelopment expenses, acquisition, construction or rehabilitation of Eligible Projects". "Eligible Projects" are defined in part by significant requirements for deep income targeting.

On May 7, 2012, the City Council took action authorizing the City manager to submit an application for $2.0 million of State LHTF matching grant funds. In early June, the City received word that its application had received the award of the requested grant funds. Upon receipt of the award letter, the City was authorized to incur eligible predevelopment costs in order to satisfy a strict expenditure deadline.

Although authorized to incur costs, recipients are required "… to hold at least one public hearing to discuss and describe the Eligible Project or Projects that will be financed with LHTFP Funds". Although this is an opportunity for any member of the public to offer comment on grant expenditure priorities, the application had to demonstrate that real and feasible opportunities currently exist within our City. The application was also required to provide evidence of the City's capacity to administer these grant funds, demonstrate experience with the type of program being considered, and confirm the availability of sites. After a review of opportunities that exist in our community, City staff included in our application to the State descriptions of two efforts that were thought compelling and which might garner maximum evaluation points – The Horizons at New

Rancho (48 affordable units for elderly and frail households) and Mather Veterans Village (phase one of a total 125 units for disabled veterans).

At this early stage, the State is not looking for an in depth description of budgets, contracts, plans and sources and uses of funds. That type of specific information will be required at the time the City submits materials in support of the State's Standard Agreement – expected to be August/September of this year. Rather the State is now asking for confirmation that the expenditures from the grant will respond to community needs, that proposed projects are generally supported by the community and that there is an understanding of the proposals. As soon as it is possible (within the next month), the City and Developers will return to the City Council with Exclusive Negotiation Right Agreements (ENRA) which will include site, typical unit and floor plans and elevations. The ENRAs will also include budgets for construction and operations as well as predevelopment financial commitments from the LHTF. It is anticipated that the respective developers will then negotiate Development Disposition Agreements (DDAs) which will include site control and a description of the total financial commitment required from the City's LHTF. Both DDA's – one for the Horizons at New Rancho project and one for the Mather Veterans' Village project - are expected to have been signed by the last quarter of this calendar year.

ATTACHMENT

Resolution No. 57–2012

RESOLUTION NO. 57-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING PRIOITIES FOR THE USE OF LOCAL HOUSING TRUST FUND AWARDED BY THE STATE OF CALIFORNIA

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate Local Housing Trust Fund Program ("LHTFP") funds made available from the Housing and Emergency Shelter Act of 2006. LHTF funds are to be used for the purposes set forth in Section 50843.5 of the Health and Safety Code and any implementing regulations developed by the Department; and

WHEREAS, on June 10, 2011, the Department issued a Notice of Funding Availability announcing the availability of funds under the LHTF Program (the "NOFA"); and

WHEREAS, on May 7, 2012 , the City of Rancho Cordova ("City"), a subdivision of the State of California, applied to the Department for an allocation of LHTF funds; and

WHEREAS, on May 22, 2012 the City was issued an award letter; and

WHEREAS, as a requirement of the application the City of Rancho Cordova is required to hold at least one public hearing to discuss and describe the Eligible Project or Projects that will be financed with LHTFP Funds:

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

1. In response to the NOFA, and discussion at a Public Hearing held on July 2, 2012, the City of Rancho Cordova has established the following activities and /or programs as priorities for the use of the awarded LHTFP funds:

   - new construction tax credit type developments such as Horizons at New Rancho for very low income elderly and Mather Veterans' Village for disabled and homeless or near homeless veterans all to located within the City of Rancho Cordova and;

   - To the extent that grant funds remain available or are not used in a timely basis, the City will consider similar type development proposals which demonstrate the ability to satisfy program expenditure deadlines and are financially feasible.

2. The City Manager, or his designee, is directed to proceed with negotiations with the developers of both the Horizons and Mather Veterans' Village for Exclusive Negotiation Rights Agreements (ENRA) for both projects. It is anticipated that both ENRAs will identify the uses, timing and products associated with City LHTF predevelopment funds. It is anticipated that the ENRA will be followed with Development Disposition Agreements which more completely describe plans, financing and the rights and responsibility of the parties.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ___ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

The undersigned City Clerk of the applicant does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing board of the applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed.

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

1864184.1

MEMORANDUM

DATE: July 2, 2012

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator &
Jessica Hayes, Housing Services Assistant

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (ENRA) WITH URBAN HOUSING COMMUNITIES AND APPROVAL OF EXPENDITURE OF PRE-DEVELOPMENT FUNDS FOR THE HORIZONS @ NEW RANCHO SENIOR HOUSING PROJECT**

RECOMMENDATION

Adopt Resolution No. 58-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will provide the City Manager authorization to execute the ENRA with Developer for the development of the Horizons @ New Rancho Senior Affordable Housing Project. It will also authorize the expenditure of funds from the Local Housing Trust Fund matching grant program for the predevelopment costs necessary to prepare a competitive HOME grant application for project gap funding.

ADVANCES GOALS: 1, 2, 3, and 6.

BACKGROUND

In July of 2008 the Rancho Cordova Community Redevelopment Agency signed a Memorandum of Understanding (MOU) with Developer to prepare projects for the redevelopment of the former Stagger Inn site. The project was divided into two phases to facilitate development. Phase one was the Crossings @ New Rancho, an 18 unit affordable family housing community. The Crossings was funded primarily through Neighborhood Stabilization Program grants and Tax Credits. The project was completed in February of 2012, and is 100% occupied. Phase two is to be the Horizons @ New Rancho, a 48 unit senior affordable housing development. The original MOU that was signed in 2008 referenced both phases of the New Rancho Redevelopment project. However, the Loan Agreement that was executed in December of 2010 for the construction period of the Crossings project terminated the original MOU. The 2010 Loan Agreement was exclusively for phase one.

This ENRA would re-commit the City to working with Developer on phase two of the New Rancho Redevelopment Project. It would also provide both evidence of a funding commitment for the development and proof of site control for the property located at 10427 Folsom Blvd. for the upcoming HOME grant to be submitted to the California Housing and Community Development department.

In order to make a competitive application for the HOME grant the City and Developer will need to prepare building permit-ready plans and specifications for the project. This includes complete architectural and engineering plans, landscape plans, local approvals, and utility applications. These predevelopment costs are expected to be approximately $300,000. The City recently won a Local Housing Trust Fund Grant from the State of California that can be used as predevelopment match money for the Horizons @ New Rancho Project.

Similar to the Crossings project, the Horizons @ New Rancho senior housing project would be owned by Developer, and would be governed by a construction bridge loan agreement and a regulatory agreement with the City of Rancho Cordova committing the units to remain affordable to seniors at and below 50% of the area median income. If the current HOME grant application is successful, the project is expected to be funded by a combination of Local Housing Trust Fund grant money, 4% over the counter Tax Credits, and HOME funds.

ATTACHMENTS

Resolution No. 58-2012 including **Exhibit 1A** Exclusive Right to Negotiate Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 58-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING EXECUTION OF AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH UHC 00575 RANCHO CORDOVA, L.P. WITH REGARD TO CITY PROPERTY AT APN: 057-0221-022 AS DESCRIBED IN EXHIBIT "1A" TO THIS RESOLUTION

WHEREAS, the City Council of the City of Rancho Cordova ("City") approved and adopted a Redevelopment Plan for the Community Redevelopment Agency of the City of Rancho Cordova ("Redevelopment Plan") covering certain properties within the City ("Project Area"), pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq*.) (the "CRL"); and

WHEREAS, the Community Redevelopment Agency of Rancho Cordova ("Agency") was a redevelopment agency engaged in activities to execute and implement the Redevelopment Plan pursuant to the CRL; and

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, has upheld ABX1 26, legislation that amends the CRL; which provides that the City may elect to retain the responsibility for performing housing functions previously performed by the Agency, in which event all rights, powers, assets, liabilities, duties and obligations associated with the housing activities of the Agency, excluding any amounts in the Agency's Low and Moderate Income Housing Fund, shall be transferred to the City in accordance with the provisions of Health and Safety Code Section 34176(a); and

WHEREAS, the City Council of the City of Rancho Cordova on January 17, 2012 adopted Resolution No. 7-2012 whereby the City elected to retain the housing assets and functions of the Community Redevelopment Agency of Rancho Cordova and to serve as the Housing Successor Entity; and

WHEREAS, the Oversight Board to the Successor Agency of the Community Redevelopment Agency of the City of Rancho Cordova on April 17, 2012 affirmed the transfer of housing functions, assets, and responsibilities to the City in Oversight Board Resolution OB 2-2012. This included the Property which was originally purchased in part with funds from the Agency's Low-Mod Housing Fund; and

WHEREAS, the City, as the rights-holder to the Property, has identified UHC 50075 Rancho Cordova, L.P., a California limited partnership (the "Developer") as a potential developer of the Property for development of up to 48 units of affordable senior rental housing (the "Project") on the Property; and

WHEREAS, the City intends to seek HOME funds and other potential funding for the Project from the State of California; and

WHEREAS, State requirements for HOME funds include acceptable evidence of site control; and

WHEREAS, the City desires to enter into an Exclusive Negotiating Rights Agreement ("ENRA") with the Developer and to engage in good faith exclusive negotiations with Developer toward the preparation of Disposition and Development Agreement for development of the Project on the Property and its submission to the City Council for approval; and

WHEREAS, environmental review for the Project has been undertaken, and the City published a Finding of No Significant Impact on December 3, 2010; and

WHEREAS, the City has obtained sufficient grant funds to pay for the necessary predevelopment activities for the Project, expenditure of which funds requires approval from a designated signatory;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

Section 1 The City Council hereby finds that the ENRA is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3) in that it is a preliminary agreement and it can be seen with certainty that there is no possibility that the ENRA may have a significant impact on the environment. The City has discretionary authority whether any project affecting or making use of the Property will go forward and will not exercise its discretion regarding any future project until such time as the City is satisfied that all necessary or required CEQA review has been completed.

Section 2 The City Council authorizes the City Manager, on behalf of the City, to execute an ENRA with the Developer, substantially in the form on file with the City Clerk, and to execute such other instruments and to take such other actions as necessary to carry out the intent of this Resolution.

Section 3 The City Council also authorizes the City Manager, on behalf of the City, to approve expenditure of grant funds for the purpose of predevelopment activities on the Project.

Section 4 If any provision, sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

Section 5 The above recitals are true and correct. The City Clerk shall certify to the passage and adoption of this resolution, and the minutes of this meeting shall so reflect the above City Council action.

. **PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova this ___ day of _____, 2012, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Mindy Cuppy, CMC, City Clerk

EXHIBIT 1A

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

This Exclusive Negotiating Rights Agreement (this "**Agreement**") is entered into effective as of July 2, 2012 (the "**Effective Date"**) by and between the City of Rancho Cordova, a municipal corporation ("**City**"), and UHC 00575 Rancho Cordova, L.P., a California limited partnership ("**Developer**"). City and Developer are referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

A. City owns fee simple title in that certain property consisting of approximately 1.07 acres located in the City, and more particularly described in **Exhibit A** attached hereto, which includes a portion of land required for a bike/pedestrian path, and is the property proposed to be conveyed to Developer (the "**Property**'). The Property is located within the Rancho Cordova Redevelopment Project Area (the "**Project Area**") established by the Redevelopment Plan adopted pursuant to Ordinance No. 43-2006, adopted by the City Council of the City of Rancho Cordova on August 6, 2006 (as subsequently amended, hereafter the "**Redevelopment Plan**").

B. The City seeks the development of the Property consistent with the Redevelopment Plan. Specifically, the City seeks development of the Property as up to forty-eight (48) units of multi-family, senior, rental housing.

C. Developer has proposed acquiring the Property and constructing a single three-story building containing up to forty-eight (48) units for seniors, to be rented at affordable rents equal to or lower than rents affordable to households with incomes between thirty-five percent and fifty percent (35% - 50%) of area median income (the "**Project**"), pursuant to the State administered HOME Program for Deep Targeting, or such other affordable housing financing as the Parties may agree. Developer shall use best efforts to develop the building as a net zero energy building. Developer proposes that the Project will be financed by a combination of U.S. Department of Housing and Urban Development ("**HUD**") HOME Investment Partnership Program Funds, in an amount up to Five Million, Five Hundred Thousand dollars ($5,500,000) ("**HOME Funds**") from the State of California Department of Housing and Community Development ("**HCD**"), Four Percent (4%) California Low-Income Housing Tax Credits, possible mortgage proceeds, Tax Exempt Bonds, and grant funds from the City of Rancho Cordova's Local Housing Trust Fund.

D. The City intends to apply for HOME Funds for the Project.

E. At its meeting of July 2, 2012 the City Council of the City of Rancho Cordova directed staff to prepare and sign an agreement granting Developer exclusive rights to negotiate for the purpose of reaching agreement on a Disposition and Development Agreement ("**DDA**") whose terms and conditions would govern the conveyance of the Property, release of predevelopment funding and the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Good Faith Efforts to Negotiate; The Parties shall use their best efforts to successfully negotiate a DDA that shall describe the terms and conditions governing disposition of the Property and development of the Project. The Parties shall pursue such negotiations diligently and in good faith. This Agreement does not impose a binding obligation on the City to convey the Property to Developer, does not obligate the City to grant any approvals or authorizations required for the Project, and does not contain a full expression of all of the rights and obligations expected to be included within the proposed DDA. Without limiting the generality of the foregoing, Developer expressly acknowledges that a DDA resulting from the negotiations contemplated herein shall become effective only if the DDA is approved by the City Council as required by applicable law and that the Project may be constructed only upon compliance with all other requirements of law.

This Agreement describes certain terms and conditions that the Parties agree will be proposed for inclusion in a DDA; however, the Parties acknowledge that except as otherwise expressly provided in this Agreement, none of such proposed terms and conditions shall be effective unless and until a DDA is approved by the City Council and fully executed by the Parties.

2. Disposition and Development Agreement. The Parties agree that the proposed DDA shall include, without limitation, the terms as generally described in this Section 2.

2.1 Price. The purchase price for the Property shall be One Dollar ($1).

2,2 Costs of Closing and Escrow. City shall pay all costs associated with removing any debt encumbering the Property. All other closing costs shall be considered project costs and shall be paid through the project budget.

2.3 Conveyance. The City and Developer will negotiate seller and buyer representations and conditions.

2.4 Project. The Project will consist of the design, development and construction on the Property of up to forty-eight (48) multi-family senior rental residential units, comprised of one (1) three-story building, consisting generally of six (6) two-bedroom, one-bath flats and up to forty-two (42) one-bedroom units, and related amenities, subject to City review and entitlements. Project financing will generally conform to the amounts identified in **Exhibit B** for Project Sources and Uses of Funds (B-1) and Project Operating Budget (B-2). This **Exhibit B** reflects the award of $5.5 million in State HOME funds for a deep subsidy project. If HOME funds are not received for deep subsidy or if no State HOME funds are not received at all, it is expected that **Exhibit B** will be amended to reflect a 9% Tax Credit award. The Project will be subjected to recorded covenants restricting the rents to households qualifying at or between thirty-five percent and fifty percent (35-50%) of area median income, pursuant to the State-administered HOME Program for Deep Targeting, or such other affordable housing financing as the Parties may agree, and as defined in a Regulatory Agreement to be executed and recorded by the Parties, and for a term of not less than fifty-five (55) years, commencing upon issuance of a final

certificate of occupancy for the Project. Developer further commits to use best efforts to develop the Project at net zero energy. The Parties acknowledge that this general Project description is subject to modification.

2.5 Development Schedule. Developer shall commence and complete construction of the Project within a schedule to be set forth in the DDA, but with commencement anticipated no later than August 1, 2013 and completion, as evidenced by issuance of a Certificate of Completion, no later than August 1, 2014.

2.6 AS-IS Conveyance. The City will have no responsibility for environmental remediation of any kind, and makes no representations or warranties regarding the physical condition of the Property or its suitability for Developer's use.

2.7 Prevailing Wages. Developer shall be responsible for complying with prevailing wage laws to the full extent required by law, and shall indemnify, defend and hold harmless the City and its respective elected and appointed officials, employees, agents, consultants and contractors (collectively, the "**Indemnitees**") from and against all liability, loss, cost, claims, demand, action, suit, legal or administrative proceeding, penalty, fine, damage and expense, including without limitation reasonable attorneys' fees and costs of litigation (collectively, "**Claims**") with respect thereto. Such indemnification shall survive the termination or expiration of this Agreement.

2.8 City Financial Assistance. In the event that City receives HOME Funds for the Project, City agrees to obligate up to the total amount received, less administrative and activity delivery costs, solely to fund specific development activities associated with the Project, and subject to conditions and additional requirements to be specified in the DDA. There shall be no obligation to disburse HOME Funds upon a Developer default. The outstanding principal balance of the HOME Funds will bear interest at one percent (1%) simple annual interest commencing on the date of disbursement. Annual payments shall be on a residual receipts basis and the entire outstanding principal balance and accrued interest shall be payable in full on the fifty-fifth (55th) anniversary of the date of issuance of the final certificate of occupancy for the Project. Additionally, certain Local Housing Trust Funds (LHTF) from the City will be made available to fund those predevelopment activities described in **Exhibit D** to this ENRA. City may provide additional funding as available.

2.9. Developer's Responsibilities. Developer shall comply with all applicable Federal, State and local laws and regulations in the design, development, construction and operation of the Project, including, without limitation, HOME, State Uniform Multifamily, and Internal Revenue Service regulations. The Project shall be consistent with Developer's Project Financing Plan and Project Design, attached hereto as Exhibits B and C, respectively, and incorporated herein by this reference, as may be modified by mutual agreement of the Parties to accommodate State and City available financing opportunities and design requirements. Developer shall also cooperate and coordinate with the City in the preparation and submission of both the City's HOME Deep Target grant application and the required "back up" application, including, without limitation, obtaining bond and construction loan commitments and permanent mortgage financing if required in a form required by HCD and developing required financing plans for both such applications

3. Term. The term of this Agreement (the **"Term"**) shall commence on the Effective Date, and shall terminate upon the signing of a City and Developer Disposition Agreement or March 1st, 2013 whichever date occurs first, unless extended or earlier terminated as provided herein. The City Manager is authorized to extend the Term by an additional sixty (60) days upon the mutual written agreement of the Parties without further approval of the City Council.

4. Developer's Exclusive Right to Negotiate. During the Term, City agrees that it will not directly or indirectly, through any officer, employee, agent or otherwise, solicit, initiate or encourage the submission of bids, offers or proposals by any person or entity with respect to the acquisition of any interest in or development of the Property, and shall not engage any broker, financial advisor or consultant to initiate or encourage proposals or offers from other parties with respect to disposition or development of the Property or any portion thereof.

5. Relationship of Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, seller and buyer, principal and agent, or partners or joint venturers.

6. Effect of Termination. Upon termination of this Agreement as provided herein, or upon the expiration of the Term and any extensions thereof without the Parties having successfully negotiated a DDA, this Agreement shall forthwith be void, and there shall be no further liability or obligation on the part of either of the Parties or their respective officers, employees, agents or other representatives, except for such provisions as are expressly stated to survive such termination or expiration.

7. Predevelopment Developer Reports and Studies. During the Term of this agreement, Developer shall use the Predevelopment Budget attached as **Exhibit D** to contract for and to have prepared any studies, surveys, plans, specifications and reports ("**Developer's Studies**") the Developer and the City deem necessary to support the State HOME application due to the State on August 17, 2012. Payment for those services described in the Predevelopment Budget shall be made by the City. City shall review all contracts and approve all payments for services paid through the Predevelopment Budget. Developer shall be responsible for preparing contracts that satisfy all procurement, labor standards and similar requirements of the HOME program. The Developer shall obtain City's advance written permission for access to the Property as necessary to prepare the Developer's Studies. In connection with entry onto the Property, Developer shall and does agree to indemnify the Indemnitees from and against all claims resulting from or arising in connection with such entry by Developer or Developer's agents, employees, consultants or contractors, but excluding any existing environmental or hazardous material conditions. Prior to such entry on the Property, Developer shall provide City with proof of insurance in accordance with City's requirements, and shall maintain such insurance throughout the Term. This indemnification shall survive the termination or expiration of this Agreement.

8. Environmental Review and Approvals. In accordance with 24 CFR 58.36, the City has prepared an Environmental Assessment ("**EA**") determining that the Project will not have any permanent or significant adverse environmental impacts, and that temporary adverse environmental impacts associated with construction activities, including impacts with respect to air quality, noise and erosion, can be mitigated by measures identified in the EA. The City published a combined Notice of Finding of No Significant Impact and Intent to Request Release of Funds for the Project

on December 3, 2009. On January 5, 2010, HCD issued that certain Authority to Use Grant Funds and authorized the City to proceed with the Project, pursuant to HUD/State Identification Number 142-796-809. It has been determined that additional work and an update of the original EA will be required prior to approval of a DDA. City and Developer shall cooperate in such undertaking.

9. Miscellaneous.

9.1 Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

City: The City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager
Facsimile: (916) 851-8801

Developer: UHC 00575 Rancho Cordova, L.P.
2000 East Fourth Street, Suite 205
Santa Ana, CA 92705
Attention: Chief Operating Officer
Facsimile: (714) 835-3275

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

9.2 Waiver of Lis Pendens. The Parties expressly understand and agree that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from it. This waiver will terminate upon the execution of a DDA.

9.3 Costs and Expenses. Except as otherwise expressly provided in this Agreement, each Party shall be responsible for paying all of its own costs and expenses, including any payments to third parties, pertaining to any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party's obligations under this Agreement.

9.4 No Commissions. Each Party represents and warrants that it has not entered into any agreement, and has no obligation to pay, any real estate commission in connection with the transactions contemplated by this Agreement and any resulting DDA. If a real estate commission is claimed through either Party in connection with the transactions contemplated by this Agreement or any resulting DD A, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Section shall survive termination or expiration of this Agreement.

9.5 Defaults and Remedies. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in this Section In the event of an uncured default by the City, the Developer may seek an order of specific performance but shall not be entitled to seek damages. In the event of an uncured default by the Developer, the City's sole remedy shall be to terminate this Agreement. Without limiting the generality of the foregoing, neither Party shall have the right to seek an award of damages as a result of termination of this Agreement or default hereunder.

9.6 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

9.9 Entire Agreement; Amendments. This Agreement, together with **Exhibits A through D**, constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior written or oral agreements pertaining thereto. This Agreement may not be modified or amended except by written instrument executed by the Parties.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.11 Assignment. Developer may not transfer or assign any of its rights or obligations under this Agreement except with the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void.

9.12 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and the Developer, and no other person or entity shall have any right of action under or by reason of this Agreement.

9.13 Action by the City. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization or waiver of the City without further action of the City Council.

9.14 Interpretation This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

9.15 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the invalid or unenforceable term or provision shall be ineffective to the extent of such invalidity or unenforceability and shall have no effect on the remaining terms and provisions of this Agreement.

9.16 Captions. The titles and headings of the sections in this Agreement are intended solely for reference and do not modify, explain, construe, define or limit any provision of this Agreement.

9.17 Waivers. No waiver or breach of any provision of this Agreement shall be deemed, or constitute, a waiver of any other provision, whether or not similar, nor shall any waiver be valid unless it is in writing and executed by the waiving Party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

9.18 Time of the Essence. Time is of the essence in this Agreement and every provision contained herein.

9.19 Indemnification. Developer hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, hold harmless, and defend the Indemnitees, from and against all Claims arising out of or in connection with this Agreement or the activities contemplated hereby; provided, however, Developer shall have no indemnification obligation with respect to the gross negligence or willful misconduct of any Indemnitee. Developer's indemnification obligations shall survive the termination or expiration of this Agreement, and shall not be obviated by Developer's provision of insurance as required by the City.

IN WITNESS WHEREOF, this Exclusive Right to Negotiate Agreement has been executed as of the date first written above.

DEVELOPER:

UHC 00575 Rancho Cordova, L.P.,
a California limited partnership

By:_____

Its:_____

CITY:

THE CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Ted A. Gaebler, City Manager

EXHIBIT 1A

ATTEST:

By:_____
Mindy Cuppy, CMC, City Clerk

APPROVED AS TO FORM:

By:_____
Adam U. Lindgren, City Attorney

EXHIBIT 1A

Exhibit A

PROPERTY

(Attach Legal Description)

APN 057-0221-022

Exhibit B

FINANCING PLAN (B-1 and B-2)

(Attach Financing Plan)

Exhibit C

PROJECT DESIGN

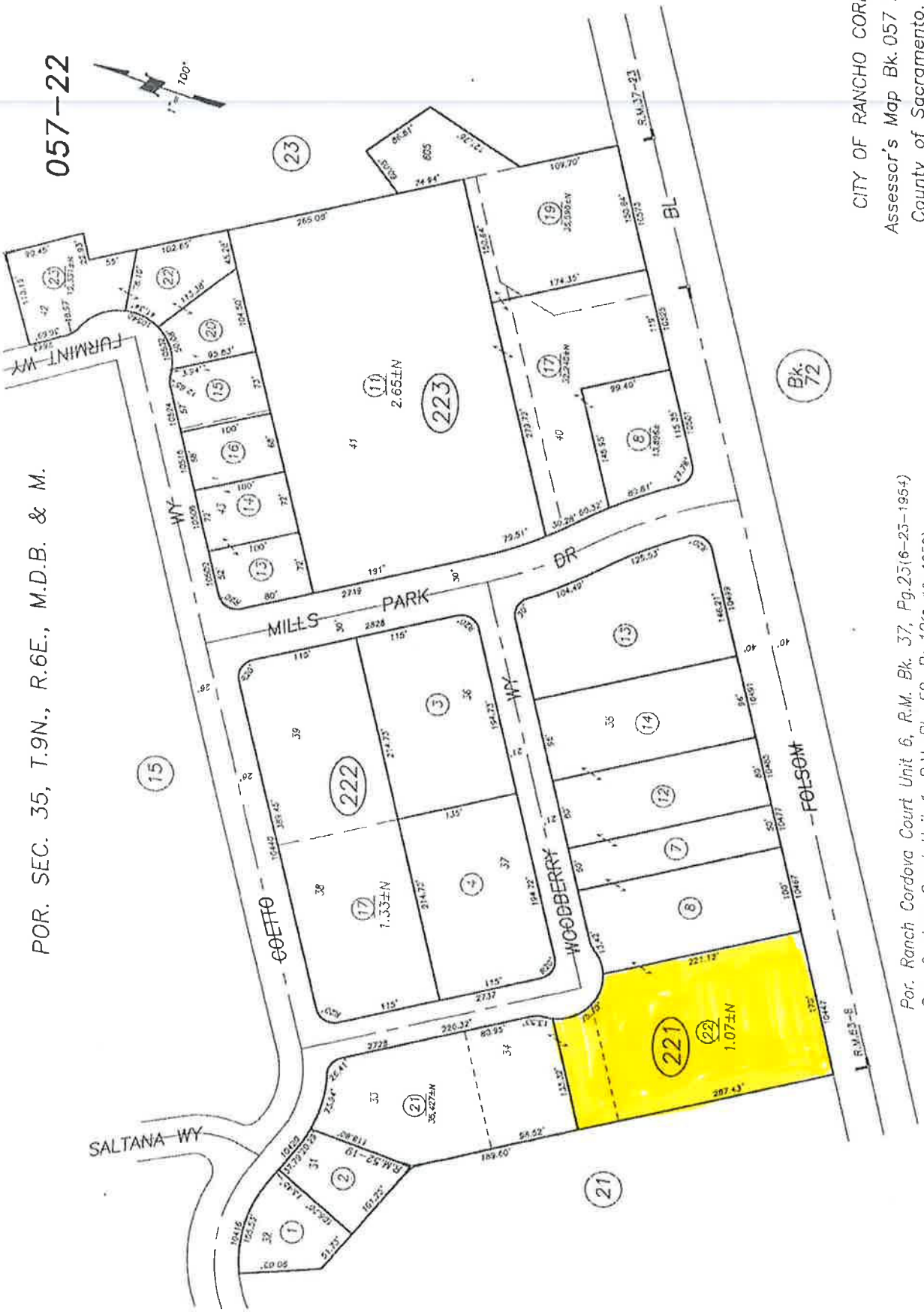
(Attach Project Design)

Exhibit D

PREDEVELOPMENT BUDGET

(Attach Predevelopment Budget)

EXHIBIT A


057–22
CITY OF RANCHO CORDOVA
Assessor's Map Bk. 057 Pg. 022
County of Sacramento, Calif.
POR. SEC. 35, T.9N., R.6E., M.D.B. & M.
Por. Ranch Cordova Court Unit 6, R.M. Bk. 37, Pg.23(6–25–1954)
Por. Cordova Court Unit 1, R.M. Bk. 52, Pg.19(2–19–1959)
Por. Cordova Court Unit 2, R.M. Bk. 53, Pg.8(3–31–1959)
FURMINT WY
MILLS PARK DR
COLETTO WY
WOODBERRY WY
FOLSOM BL
SALTANA WY
R.M.37–23
R.M.63–9
R.M.52–19
Bk. 72
223
222
221
11
2.65±N
17
1.33±N
22
1.07±N
21
35,427±N

NO PERM ($5,500,000 HOME)

Construction Sources			
Bonds	$3,570,000	51%	
HOME	$3,430,000		
	$7,000,000		
Permanent Sources			
City LHTF deferred loan	$1,000,000		
4% Tax Credits	$4,675,700		
AHP	$480,000		
HOME	$5,500,000		$4,500,000 + $1,000,000
Devel Fee	$415,500		
	$12,071,200		

CASH FLOW ANALYSIS

◉ Restricted Rents ○ Proposed Rents

UA Version 7/15/09

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Restricted Unit Rents	2.5%	305,880	313,527	321,365	329,399	337,634	346,075	354,727	363,595	372,685	382,002	391,552	401,341	411,375	421,659	432,200
Unrestricted Units	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments																
Program: Project Based Rental Assistance	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Program:	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - HOUSING		**305,880**	**313,527**	**321,365**	**329,399**	**337,634**	**346,075**	**354,727**	**363,595**	**372,685**	**382,002**	**391,552**	**401,341**	**411,375**	**421,659**	**432,200**
OTHER INCOME																
Laundry & Vending	2.5%	6,721	6,889	7,061	7,238	7,419	7,604	7,794	7,989	8,189	8,394	8,603	8,819	9,039	9,265	9,497
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - OTHER		**6,721**	**6,889**	**7,061**	**7,238**	**7,419**	**7,604**	**7,794**	**7,989**	**8,189**	**8,394**	**8,603**	**8,819**	**9,039**	**9,265**	**9,497**
GROSS POTENTIAL INCOME - TOTAL		**312,601**	**320,416**	**328,426**	**336,637**	**345,053**	**353,679**	**362,521**	**371,584**	**380,874**	**390,396**	**400,156**	**410,160**	**420,414**	**430,924**	**441,697**
VACANCY ASSUMPTIONS																
Restricted Units	5.0%	15,294	15,676	16,068	16,470	16,882	17,304	17,736	18,180	18,634	19,100	19,578	20,067	20,569	21,083	21,610
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry & Vending & Other Income	5.0%	336	344	353	362	371	380	390	399	409	420	430	441	452	463	475
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL VACANCY LOSS		**15,630**	**16,021**	**16,421**	**16,832**	**17,253**	**17,684**	**18,126**	**18,579**	**19,044**	**19,520**	**20,008**	**20,508**	**21,021**	**21,546**	**22,085**
EFFECTIVE GROSS INCOME		**296,971**	**304,395**	**312,005**	**319,805**	**327,800**	**335,995**	**344,395**	**353,005**	**361,830**	**370,876**	**380,148**	**389,652**	**399,393**	**409,378**	**419,612**
OPERATING EXPENSES & RESERVE DEPOSITS																
Residential Expenses (w/o Real Estate Taxes)	3.5%	191,690	198,399	205,343	212,530	219,969	227,668	235,636	243,883	252,419	261,254	270,398	279,862	289,657	299,795	310,288
Real Estate Taxes	2.0%	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828	1,865	1,902	1,940	1,979
Replacement Reserve	2.0%	18,000	18,360	18,727	19,102	19,484	19,873	20,271	20,676	21,090	21,512	21,942	22,381	22,828	23,285	23,751
Other Reserves	2.5%	26,673	27,340	28,023	28,724	29,442	30,178	30,933	31,706	32,498	33,311	34,144	34,997	35,872	36,769	37,688
Ground Lease	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES & RESERVES		**237,863**	**245,629**	**253,654**	**261,948**	**270,518**	**279,375**	**288,529**	**297,988**	**307,765**	**317,869**	**328,312**	**339,105**	**350,260**	**361,789**	**373,706**
NET OPERATING INCOME		**59,108**	**58,766**	**58,351**	**57,858**	**57,282**	**56,620**	**55,867**	**55,017**	**54,065**	**53,007**	**51,836**	**50,547**	**49,133**	**47,589**	**45,907**
DEBT SERVICE																
1st Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bridge Loan (repaid from Investor equity)																
2nd Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses: (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Required Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW after all debt service		**59,108**	**58,766**	**58,351**	**57,858**	**57,282**	**56,620**	**55,867**	**55,017**	**54,065**	**53,007**	**51,836**	**50,547**	**49,133**	**47,589**	**45,907**
DEBT SERVICE COVERAGE RATIO		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Use of Cash Flow After Debt Service - HCD Projects																
Asset Mgmt./ Similar Fees		20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878	27,685	28,515	29,371	30,252
Deferred Developer Fee prior to Distributions and residual receipt payments		39,108	38,166	37,133	36,003	34,772	33,435	31,986	30,419	28,730	26,912	24,958	22,862	20,618	10,400	
sh Available for Residual Receipts Loans																
nd Sponsor Distributions		0	0	0	0	0	0	0	0	0	0	0	0	0	7,818	15,65
onsor Distributions	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
D Residual Payment	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OT	100%	0	0	0	0	0	0	0	0	0	0	0	0	0	7,818	15,659
ner Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ner Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ner Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
sumed Max Asset Mgmt/Similar Fees		20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878	27,685	28,515	29,371	30,252
mulative paid Deferred Dev. Fee		39,108	77,274	114,407	150,410	185,182	218,617	250,603	281,022	309,752	336,663	361,621	384,483	405,101	415,501	415,5
tal Deferred Developer Fee budgeted for payment prior																

EXHIBIT C

TO BE DISTRIBUTED AT THE COUNCIL MEETING

EXHIBIT D

	HORIZON'S PREDEVELOPMENT BUDGET	
Horizons at New Rancho		
Predevelopment Budget:		
Architecture	$ 67,000	
Structural	49000	
Mech/Plumbing/T-24	25000	
Electrical	19000	
Fire Supression	15000	
Foundation	18000	
Total	**$ 193,000**	To include Manufacture's costs
Civil Engineering		
Alta Survey	0	completed by the City
Desc and Exhibits	3600	
Final Engineering	29600	
Construction Documentation	30400	
Landscape Architecture	14800	
Building Dept. Processing Assistance	0	provided by the city
Dry Utility	9800	
Total Civil + Landscaping	**$ 88,200**	
Total Cost for permits	**$ 281,200**	