



AMENDED MEETING NOTICE START TIME WILL BE 6:00 P.M.

**CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
April 19, 2004
6:00 P.M.**

Call to Order

Metro Cable TV Telecast Announcement

Roll Call: Council Members: Cooley, McGarvey, Roberts, Sander, and Mayor Budge

Pledge of Allegiance

Invocation

1. Reverend John Morehead, Interim Pastor of First Baptist Church, 10720 Coloma Road

Presentations

2. New Britain, Connecticut, High School Baseball Team Proclamation of Welcome
3. Teacher of the Year Proclamation to Glen Reagan, Cordova High School

Consent Calendar

4. **Subject:** Resolution of the City Council of the City of Rancho Cordova Approving the Subdivision Map of Subdivision No. 01-0386.5 Final Map of Anatolia I Village 5
Recommendation: Approve Resolution 47-2004.
5. **Subject:** Treasurer's Report for March 2004
Recommendation: Approve the Treasurer's report.

6. **Subject:** Second Reading and Adoption of Ordinance 12-2004 - proposed amendments adding protections to the City's revenues related to the Transient Occupancy Tax Ordinance
Recommendation: Waive reading of the body of the ordinance and adopt Ordinance 12-2004. (Roll Call Vote)

Oral Communications

7. Public Comment

Citizens wishing to address the Council for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item other than a Consent Calendar item, please wait until that point on the agenda. Comments on Consent Calendar items will be heard prior to action on the Consent Calendar by providing a Speaker Card to the City Clerk before the Consent Calendar is discussed. **Please keep your comments to three minutes or less and provide a Speaker Cards to the City Clerk.** Please state your name and community of residence.

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.

Public Hearings

8. **Subject:** Sunrise Douglas SC RC-03-028 – Conditional Use Permit and Development Plan Review for approximately 98,000 sf of retail commercial space on 13.5 acres. The anchor of the center is a grocery store (54,847 sf), flanked by stores totaling 20,000 sf. There are four building pads adjacent to Sunrise Blvd. and Douglas Road. One of the pads would accommodate a fast food restaurant, and on the corner is a gasoline fueling station that will require a Use Permit that will also be part of the grocery store operation. Along the Sunrise Blvd. and Douglas Road frontages will be a 35 foot landscape corridor that will also serve as a utility easement for SMUD
Recommendation: Planning Commission recommends approval of Resolution 46-2004 to allow a Use Permit for the secondary auto service station and the Design Review of the shopping center, according to the design package and subject to the Conditions of Approval.
9. **Subject:** Stone Creek Apartments RC-04-066 – The project proposes 288 multi-family residential units in the Medium Density Residential area of the Villages of Zinfandel Special Planning Area. The project provides a central recreation club house and pool, along with common activity areas and a tot lot surrounding the club house. Internal walkways link the buildings through the common landscape areas, which connect to the green belt corridor that links the project to other residential, commercial and business land uses
Recommendation: The Planning Commission recommends approval of Resolution 45-2004 for the Design Review of the Stone Creek Apartments within the Villages of Zinfandel, as provided in the design package (Exhibit A) and the Conditions of Approval (Exhibit B).

10. **Subject:** Mather GET System RC-04-073 - Development Plan Review for a water treatment facility and the support building, located in the South Sunrise SPA
Recommendation: Move to continue the Development Plan Review for the Mather GET Water Treatment Facility to the May 3, 2004 Regular Council Meeting for action.
11. **Subject:** Ordinances amending Chapters 16.02, "Uniform Administrative Code," 16.04, "Building Code," 16.24, "Plumbing Code," 16.28, "Electrical Code," 16.32, "Mechanical Code," and 16.36, "Swimming Pools," of the Rancho Cordova Municipal Code and discussion of Resolution making findings required for adoption of the amendments
Recommendation: Open Public Hearing; Receive the staff report; Receive testimony; Close Public Hearing; and Introduce Ordinances 15-2004, 16-2004, 17-2004, 18-2004, 19-2004, and 20-2004, waive their full reading and continue the Ordinances to the Council meeting of May 17, 2004 for adoption; discuss Resolution 12-2004.

Regular Calendar Items

12. **Subject:** El Dorado Hills Incorporation Committee Presentation
Recommendation: Direct staff as deemed appropriate.
- X 13. **Subject:** Ordinance adding Title 10, Chapter 10.30, "Human Habitation of Vehicles," to the Rancho Cordova Municipal Code
Recommendation: Introduce Ordinance 13-2004 for first reading and waive reading of the body of the ordinance.
14. **Subject:** Discussion and Consideration of Establishment of the Police Department Transition Team and a Budget Appropriation of \$88,365 to Fund the Additional Staffing effective May 1, 2004
Recommendation: To ensure a successful implementation of the Rancho Cordova Police Department effective next fiscal year, it is recommended that your Council approve a budget appropriation of \$88,365 to fund the five transition team positions recommended by the Chief of Police.
- X 15. **Subject:** A Resolution creating Special Tax Area Zone 1 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Anatolia III Subdivision
Recommendation: Adopt Resolution 48-2004 and waive the first reading and introduce Ordinance 14-2004.
- X 16. **Subject:** A Resolution creating Special Tax Area Zone 3 and an Ordinance Establishing a Special Tax for Police Protection Services for the Ellenwood Court Unit No. 2 Subdivision
Recommendation: Adopt Resolution 49-2004 and waive the first reading and introduce Ordinance 21-2004.
17. **Subject:** Discussion and consideration of a request from the Department of Fish and Game for \$5,000 as City's support of the new River Discovery Trail along the American River Parkway. The funds will be used for the interpretive panel's component along the trail

Recommendation: Approve the request for \$5,000 from the Non-Departmental budget unit.

18. **Subject:** Discussion and consideration of a Professional Services Contract with R3 Consulting Group, Inc. to prepare an interim service agreement with Sacramento County for continuation of residential solid waste services beyond June 30, 2004, for preparation of a memorandum of understanding for Household Hazardous Waste services and for the preparation of the AB-939 documents required by the California Integrated Waste Management Act.

Recommendation: Approve the Professional Services Contract with R3 Consulting Group for the specified services in an amount not to exceed \$113,870 and authorize the City Manager to sign the contract on behalf of the City.

19. **Subject:** Birthday Celebration Discussion

Recommendation: Provide input and suggestions regarding the Cityhood Birthday Celebration.

20. **Subject:** Consider instructions to Federal Legislative Advocate regarding Legislative Priorities

Recommendation: Provide direction to staff regarding legislative priorities.

Council Reports

Written Correspondence

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Monday, May 3, 2004 – Regular City Council Meeting

Tuesday, May 11, 2004 – Study Session

Monday, May 17, 2004 – Regular City Council Meeting

Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. 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.

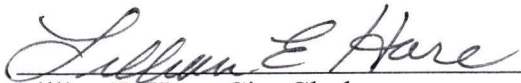
In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this

meeting, please contact the City Clerk's Office at (916) 942-0255 or lhare@cityofranhocordova.org at least 48 hours prior to the meeting.

City Clerk's Certificate of Posting of Agenda

I, Lillian Hare, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the April 19, 2004 regular meeting of the Rancho Cordova City Council was posted on April 16, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed this 16th day of April 2004 at Rancho Cordova, California.



Lillian E. Hare, City Clerk

Memorandum



Agenda date: April 19, 2004
Consent item

TO: Honorable City Council
FROM: Cyrus Abhar, Public Works Director *CA*
SUBJECT: ANATOLIA I VILLAGE 5 (81 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia I Village 5 subdivision, located on the east side of Sunrise Boulevard approximately 3,200 feet south of Douglas Boulevard.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 0376683 with International Fidelity Insurance Company in the amount of \$970,900.00. Bond No. 0376683 with International Fidelity Insurance Company in the amount of \$485,450.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The Clerk of the Board of Supervisors of Sacramento County has certified that Bond No. 0376684 with International Fidelity Insurance Company in the amount of \$485,450.00 has satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park

District. Subdivider acknowledges that the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map; such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on April 9, 2003 and found to be in place.

RECOMMENDATION:

The Public Works Department recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

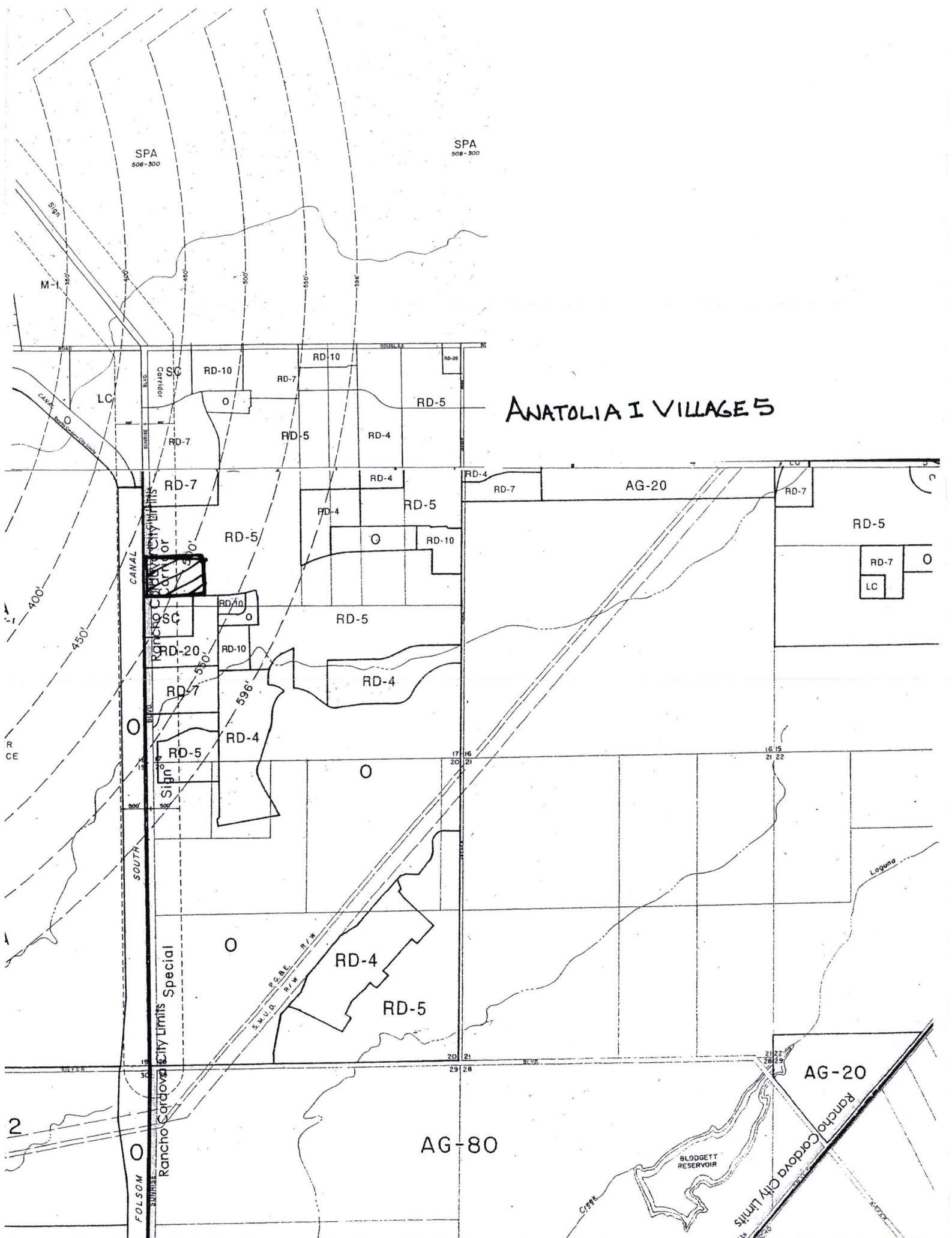
Attachments:

Zoning Map
8 ½ x 11 copy of final map
Resolution
Subdivision Improvement Agreement (2)
Tax Paid Certificate
Tax Estimate Letter
Tax Estimate Security (copy)
Performance Bond
Labor and Material Bond
Fire Will Serve Letter
Water Will Serve Letter
Monumentation Bond Waiver

SPA
500-500

SPA
500-500

ANATOLIA I VILLAGE 5



RESOLUTION NO. 47-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. 01-0386.5 FINAL MAP OF ANATOLIA I VILLAGE 5

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Tim Lewis Construction, Inc., a California Corporation** and the subdivision designated as **Anatolia I Village 5** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the _____ day of _____ of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor
City of Rancho Cordova

ATTEST: _____
Lillian Hare, City Clerk

OWNERS STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF ANATOLIA I VILLAGE 5 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC RIGHTS, BOULEVARDS, AND DRIVE SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, INCLUDING THEREWITH ANY AND ALL APPURTENANCES, PERTAINING HERETO, INCLUDING STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC BOULEVARD, DRIVE AND WAYS SHOWN HEREON.
- B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLES, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, AND C AND THOSE STRIPS OF LAND, UNDER AND ACROSS SIXTEEN (16) OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS, AND DRIVE SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)
- C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLES, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, AND C AND THOSE STRIPS OF LAND, UNDER AND ACROSS SIXTEEN (16) OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS, AND DRIVE SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)
- D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING HERETO, LYING AND LOCATED AS SHOWN HEREON DESIGNATED "LANDSCAPING EASEMENT" TOGETHER WITH ANY AND ALL BUILDINGS. (L.E.)
- E. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT," TOGETHER WITH ALL OF LOTS A, B AND C. (P.E.)
- F. A RIGHT OF WAY AND DRAINAGE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, REPAIRING, AND FOREVER MAINTAINING DRAINAGE STRUCTURES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO, TOGETHER WITH THE SPILL BANKS AND APPURTENANCE STRUCTURES THEREOF OVER THAT CERTAIN REAL PROPERTY SHOWN HEREON AS LOT D AND DESIGNATED "DRAINAGE EASEMENT" (D.E.).

TIM LEWIS CONSTRUCTION, INC.
A CALIFORNIA CORPORATION

BY: _____ DATE: _____

PRINT NAME AND TITLE _____

BENEFICIARY'S STATEMENT

BANK OF AMERICA, N.A. A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 24, 2003, IN BOOK 20030624, PAGE 1858, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

BY: _____

PRINT NAME AND TITLE _____

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2004, BEFORE ME, _____ A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO ME OR WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE OR SHE DECEDED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE HE OR SHE INTENDED TO DECEDE THE SAME, OR THE ENTITY UPON WHICH THE PERSON ACTED, DECEDED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2004, BEFORE ME, _____ A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO ME OR WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE OR SHE DECEDED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE HE OR SHE INTENDED TO DECEDE THE SAME, OR THE ENTITY UPON WHICH THE PERSON ACTED, DECEDED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AND LOCAL ORDINANCE AT THE REQUEST OF SURVEYOR ANATOLIA I VILLAGE 5. THE CONDUCTIVE PROPERTY OF THE FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDUCTIVE PROPERTY OF THE FINAL MAP. THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY MARCH 2005, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



CRAG E. SPEERS
PLS 7944 Exp. 12-31-05

FILED BY: _____
DATE: FEBRUARY 26, 2004

CITY ENGINEERS STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF ANATOLIA I VILLAGE 5 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE RELATIVE MAP APPROVED BY THE CITY ENGINEERS AND THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, CALIFORNIA, AND THAT THE MAP CONFORMS TO THE PROVISIONS OF ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

CITY ENGINEER

CRUIS E. ABHAR

DATE: _____

EXPIRATION DATE: 12/31/2005

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND THE RIGHTS-OF-WAYS SHOWN HEREON AS THE PUBLIC BOULEVARDS, DRIVE AND WAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO, SUBJECT TO THE IMPROVEMENT THEREOF AND CERTIFY THE ABANDONMENTS LISTED HEREON.

CITY CLERK

CITY OF RANCHO CORDOVA

DATE: _____

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2004, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE \$ _____

BY: _____

COUNTY RECORDER

COUNTY OF SACRAMENTO

BY: _____

DEPUTY RECORDER

SUBDIVISION NO. 01-03865.5

FINAL MAP OF

ANATOLIA I VILLAGE 5

BEING ALL OF LOT 19 OF THAT CERTAIN LARGE LOT FINAL MAP OF "ANATOLIA I VILLAGE 5" FILED FOR RECORD IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



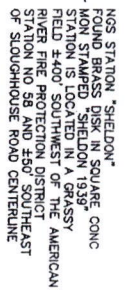
WOOD RODGERS
ENGINEERING - Mapping - Planning - Surveying
3301 C St., Suite 300-S Tel 916.341.7780
Sacramento, CA 95816 Fax 916.341.7787

MARCH 2004

Sheet 1 of 5

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N00°55'48"W 820.96'



LOT 17
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316 .BM. 8

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95834 Fax 916.341.7761

1143.055

FINAL MAP OF

ANATOLIA I VILLAGE 5

OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS

COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MARCH 2004



SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.

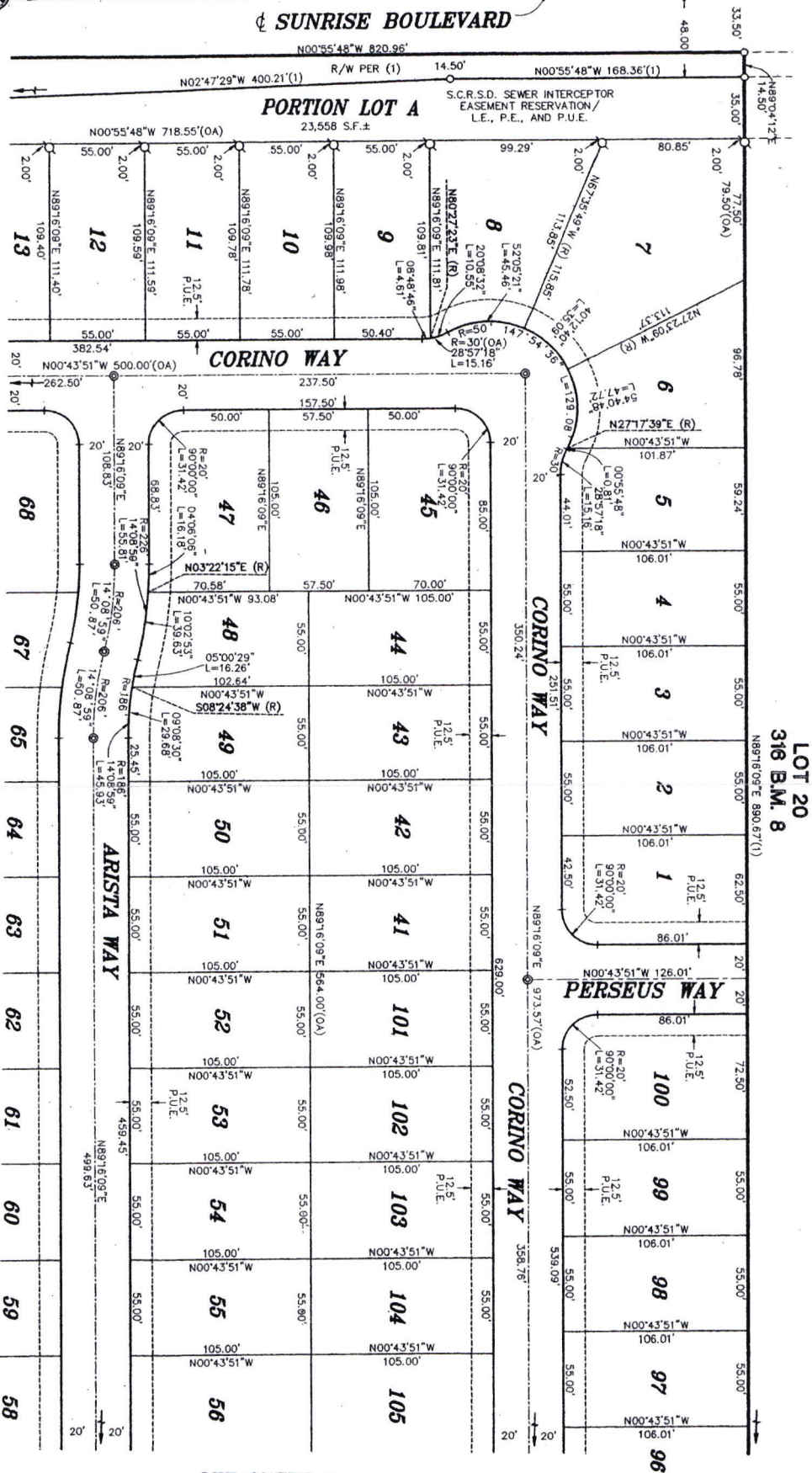
WOOD ROGERS
ENGINEERING - PLANNING - SURVEYING
3301 O St., Bldg. 100-B
Sacramento, CA 95816
Tel 916-341-7700
Fax 916-341-7707



MARCH 2004

SUBDIVISION NO. 01-03865.5
FINAL MAP OF
ANATOLIA I VILLAGE 5
BEING ALL OF LOT 19 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Sheet 3 of 5
1143055



SEE SHEET 5

SUBDIVISION NO. 01-0386.5

FINAL MAP OF

ANATOLIA I VILLAGE 5

BEING ALL OF LOT 19 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 8 SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MARCH 2004

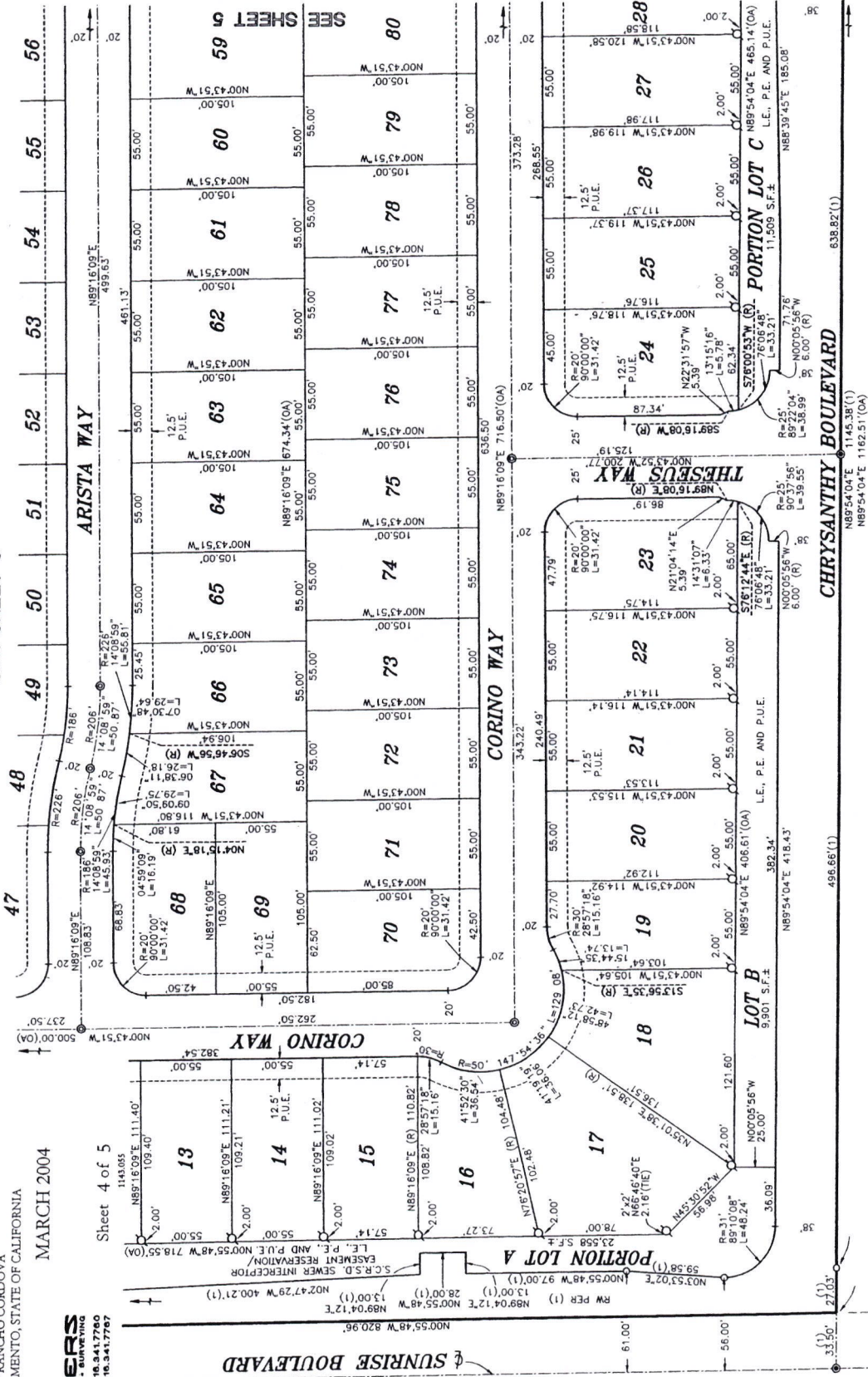


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Sacramento, CA 95816 Fax 916.341.7767

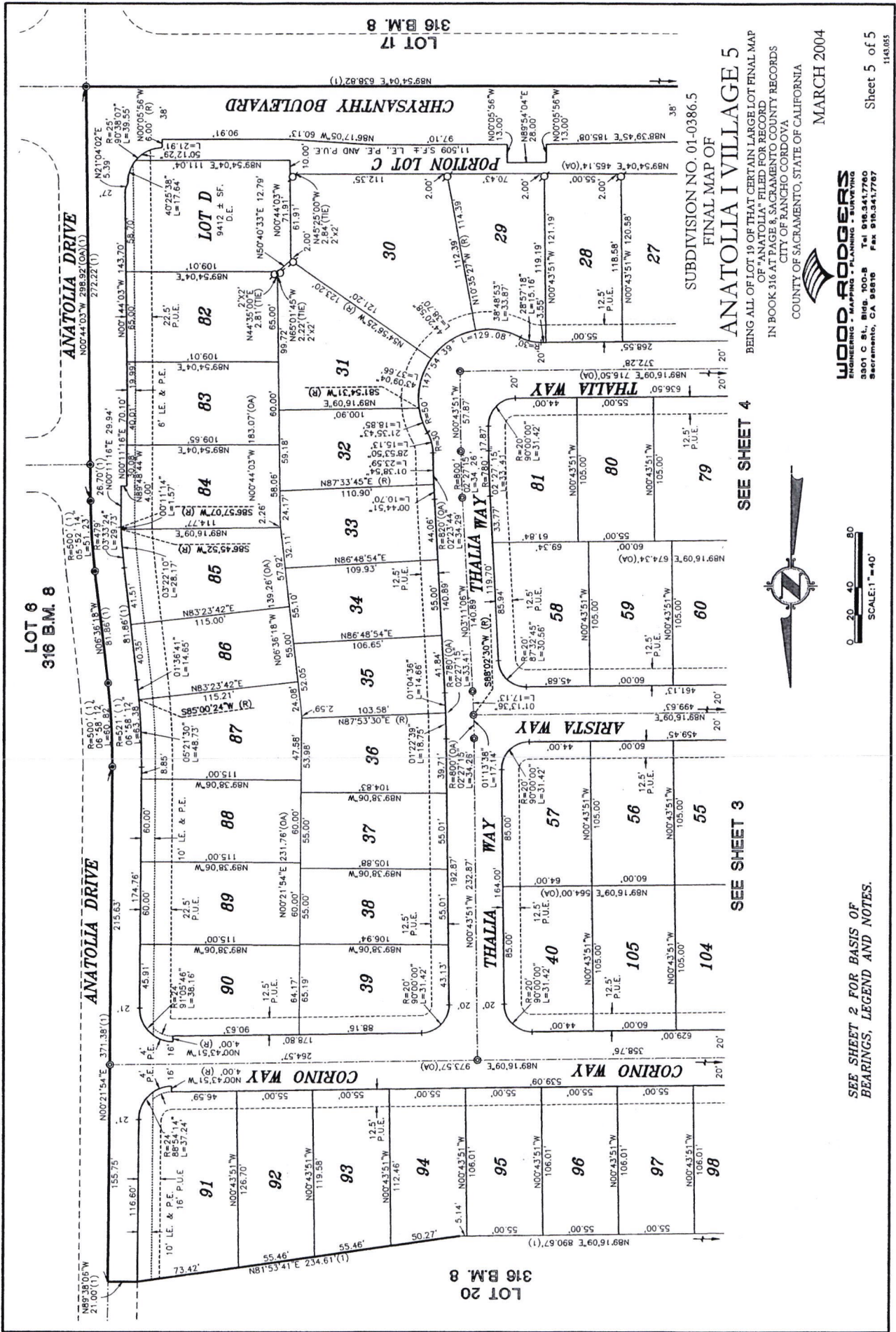
Sheet 4 of 5

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.

SEE SHEET 3



LOT 18 316 B.M. 8



WOOD RODGERS
ENGINEERING - PLANNING - SURVEYING
3301 C St., Suite 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7760

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.

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SEE SHEET 2

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, **2004**, by and between the City of Rancho Cordova, (hereinafter "City"), and **TIM LEWIS CONSTRUCTION, INC., a California Corporation** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Anatolia I Village 5**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee.** Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that

the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity.** Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof,

regardless whether caused in part by a party indemnified hereunder.

12. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary

to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of \$970,900.00. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. County Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses

and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

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

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

TIM LEWIS CONSTRUCTION, INC.,
a California Corporation

BY: _____

Jay T Lewis, President
Name & Title

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

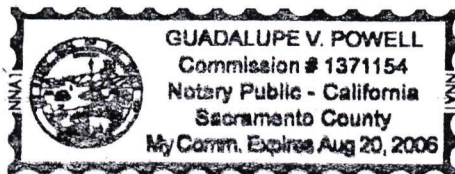
State of California

County of Sacramento } SS.

On March 11, 2004 before me, Guadalupe V. Powell, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jay T. Lewis, President
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Guadalupe V. Powell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RECORDING REQUESTED BY:

STEWART TITLE OF SACRAMENTO

WHEN RECORDED MAIL TO:

Name STEWART TITLE OF SACRAMENTO

Street Address 6700 FAIR OAKS BLVD

City, State, Zip CARMICHAEL, CA 95608

Attn: Subdivision Department

=====

**CERTIFICATE OF OFFICIAL REDEEMING OFFICER
TAX COLLECTOR OF THE COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
FOR
ASSESSOR PARCEL NUMBER(S)**

067-0430-019-0000

Paid through tax year: 2003-2004

Map Title:

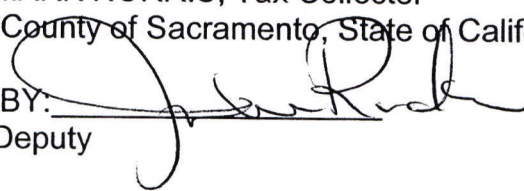
Anatolia I Village 5

I, Mark Norris, hereby certify that I am the Tax Collector of the County of Sacramento, State of California; and that I am the official computing redemption officer of said County of Sacramento.

Pursuant to Government Code 66492, I hereby further certify that according to the records of this office, there are no liens against the parcel(s) of real property contained in that certain proposed subdivision situated in the County of Sacramento, State of California, for unpaid state, county, municipal, or local taxes, or special assessments collected as taxes on the Sacramento County secured tax rolls, except taxes or special assessments not yet payable.

This 9th day of FEBRUARY, 2004.

MARK NORRIS, Tax Collector
County of Sacramento, State of California

BY: 
Deputy

NAME OF PROPERTY OWNER AT TIME OF CERTIFICATE FILING:
(to be completed by applicant)

TIM LEWIS CONSTRUCTION, INC., a California Corporation



Sacramento County
Office of the Assessor
Kenneth D. Stieger, Assessor
Kathleen Kelleher, Assistant Assessor

Appraisal Support
3701 Power Inn Road, Suite 3000
Sacramento, CA 95826-4329

www.saccounty.net/assessor

Tax Estimate

(Estimate void after 60 Days or January 1st, whichever comes first)

Date: 04/05/04

Reference #: 03-393

Requestor Stewart Title

Telephone: (916) 484-6990

Parcel/Subdivision Name Anatolia I Village 5

Request Received on: 04/02/04

I Kenneth D. Stieger, Assessor, hereby estimate the Sacramento County property taxes, now a lien but not yet due and payable, for the parcels listed below to be as follows:

Main Roll Taxes

☐ No Estimate Required

Year 2004/2005

Parcel Number	%	Est. Value	Dir. Levy Spec. Assmt.	Annual Security Required
067-0430-019-0000	100	529,143	130,045	\$137,188.00
				\$
				\$
				\$
				\$
(See reverse side for additional information)			TOTAL (Both Sides)	\$137,188.00

Formerly Parcel(s) 067-0030-009-0000= 8.57%

Supplemental Taxes

☐ No Estimate Required

☒ For Change in Ownership

20030624 1855

Book and Page

☐ For Completed New Construction

Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
067-0430-019-0000	03/04	100	4,229,452	\$52,868.00
067-0430-019-0000	04/05	100	4,219,077	\$52,738.00
				\$
(See reverse side for additional information)			TOTAL (Both Sides)	\$105,606.00

If you have any questions concerning this form, please call the Customer Service Unit at (916) 875-0700, or you may come to 3701 Power Inn Road, Suite 3000 for additional information.

Kenneth D. Stieger, Assessor

By

[Signature]
Customer Service Unit

CLERK OF THE BOARD OF SUPERVISORS

I, CINDY TURNER, CLERK OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, DO HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED WITH ME AND ARE APPROVED BY SACRAMENTO COUNTY.

Anatolia 1 Village 5

Subdivisions Title

067-0430-019-0000

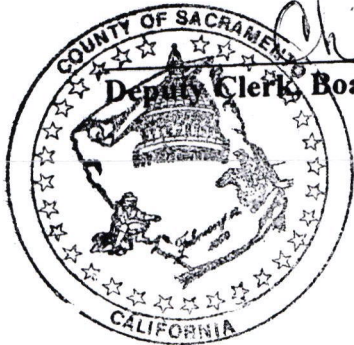
Parcel Number

4/5/04

Dated

Christine J. Hodgkins

Deputy Clerk, Board of Supervisors



SUBDIVISION TAX BOND

Bond No. 0376684

Premium: \$2,428.00

KNOW ALL MEN BY THESE PRESENTS:

That we TIM LEWIS CONSTRUCTION, INC., a California Corporation as Principal and
International Fidelity Insurance Company, a corporation created,
organized and existing under and by virtue of the laws of the State of
New Jersey as Surety, are held and firmly bound unto the
COUNTY OF SACRAMENTO, State of California, in the penal sum of
TWO HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED NINETY FOUR AND
00/100 (\$242,794.00) DOLLARS of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that, WHEREAS, the
said hereinabove, owners of a tract of land representing a certain subdivision of real estate,
to wit: ANATOLIA I VILLAGE 5 intend to file a map thereof with the County Recorder of
Sacramento County,

AND WHEREAS, the Provisions of the State Law require that this bond be filed with
the Board of Supervisors of Sacramento County.

NOW, THEREFORE, if the said Principal shall pay, or cause to be paid, all taxes, and all special assessments collected like taxes, for the fiscal year 2004-2005 which at the time of filing said map, are a lien against such subdivision, or any part thereof, but not yet payable, then this obligation shall cease and be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have hereunto set their hands and seals this 31 day of March, 2004

(Principal)

TIM LEWIS CONSTRUCTION, INC., a California Corporation

By: 

Name and Title: Jay Timothy Lewis, President

(Surety)

International Fidelity Insurance Company

by: 

Renee Ramsey, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

SS.

On

April 2, 2004

Date

before me,

Guadalupe V. Powell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jay Timothy Lewis, President

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Guadalupe V. Powell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Subdivision Tax Bond

Document Date:

March 31, 2004

Number of Pages:

2

Signer(s) Other Than Named Above:

none

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☒ Corporate Officer — Title(s):

President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

STATE OF California

COUNTY OF Sacramento

On March 31, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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

WITNESS my hand and official seal.

Signature Patricia M. Simas



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

International Fidelity Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Tax Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

RICHARD W. PRATT, RENEE RAMSEY, SAM V. WLASIUK, B.G. MIDSTOKKE

acramento, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of March, 2004

[Signature]
Assistant Secretary

Bond No. 0376683

Premium \$9,709.00

PERFORMANCE BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **TIM LEWIS CONSTRUCTION, INC., a California Corporation** (hereinafter designated as "Principal") have entered into an Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____ 2004, and identified as project **ANATOLIA I VILLAGE 5** is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement;

NOW THEREFORE, We, the principal and **International Fidelity Insurance Company** as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called the City, in the penal sum of: **NINE HUNDRED SEVENTY THOUSAND NINE HUNDRED AND 00/100 (\$970,900.00)**

DOLLARS lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bound principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

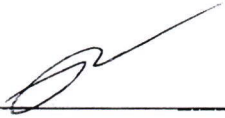
As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 31, 2004

PRINCIPAL:

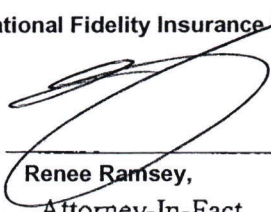
TIM LEWIS CONSTRUCTION, INC., a California Corporation

BY:  _____

Name & Title Jay Timothy Lewis, President

(SURETY)

International Fidelity Insurance Company

BY:  _____
Renee Ramsey,
Attorney-In-Fact

Perf. Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

SS.

On

April 2, 2004

Date

before me,

Guadalupe V. Powell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jay Timothy Lewis, President

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Guadalupe V. Powell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Performance Bond

Document Date:

March 31, 2004

Number of Pages:

2

Signer(s) Other Than Named Above:

none

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☒ Corporate Officer — Title(s):

President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

STATE OF California

COUNTY OF Sacramento

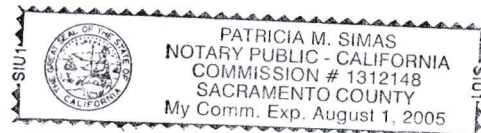
On March 31, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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

WITNESS my hand and official seal.

Signature Patricia M. Simas



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ TRUSTEE(S) ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

International Fidelity Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

RICHARD W. PRATT, RENEE RAMSEY, SAM V. WLASIUK, B.G. MIDSTOKKE

Sacramento, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

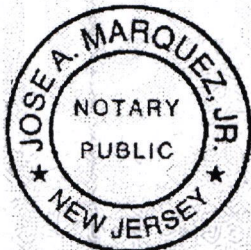
INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Signature]
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON** IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of March, 2004

[Signature]
Assistant Secretary

Bond No. 0376683

Premium included in
Performance Bond

LABOR AND MATERIAL BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and TIM LEWIS CONSTRUCTION, INC., a California Corporation (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 2004, and identified as project ANATOLIA I VILLAGE 5 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said Agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Rancho Cordova to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Rancho Cordova and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of: FOUR HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED FIFTY AND 00/100 (\$485,450.00) DOLLARS for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3081) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

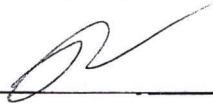
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 31 2004.

PRINCIPAL:

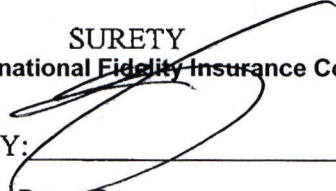
TIM LEWIS CONSTRUCTION, INC., a California Corporation

BY 

Name & Title

Sgt. Timothy Lewis, President

SURETY
International Fidelity Insurance Company

BY: 

Renee Ramsey,

Attorney-In-Fact

L&M Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento } SS.

On April 2, 2004

Date

before me, Guadalupe V. Powell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

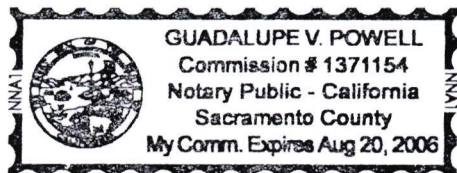
personally appeared Jay Timothy Lewis, President

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Guadalupe V. Powell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: March 31, 2004

Number of Pages: 2

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

STATE OF California

COUNTY OF Sacramento

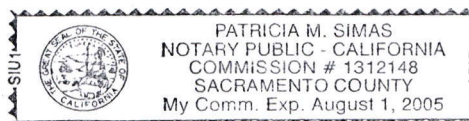
On March 31, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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

WITNESS my hand and official seal.

Signature Patricia M. Simas



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

International Fidelity Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Labor and Material Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

RICHARD W. PRATT, RENEE RAMSEY, SAM V. WLASIUK, B.G. MIDSTOKKE

Sacramento, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of March, 2004

[Signature]
Assistant Secretary



RICK MARTINEZ
Fire Chief

Sacramento Metropolitan Fire District

Fire Prevention Bureau

3012 Gold Canal Drive • Rancho Cordova, California 95670-6116 • Phone (916) 942-3300 • Fax (916) 942-3400

March 24, 2004

Stewart Title of Sacramento
6700 Fair Oaks Boulevard
Carmichael, California 95608
Attention: Travis Batts

Re: Anatolia I, Village 5, 00 Douglas Boulevard, Rancho Cordova, CA 95742
APN: 067-0430-019

This correspondence is offered as verification that the above referenced project is within the Sacramento Metropolitan Fire Protection District. The subdivision will be served by a proposed fire station to be located on the south side of Douglas Road, approximately one-quarter mile east of Sunrise Boulevard. It is anticipated this new fire station will be fully operational approximately 24-months following the purchase of the new fire station real property and contingent upon the developer's timely completion of off-site improvements, including roads and utilities to the area. Real property negotiations are underway and the purchase of the fire station property is expected to be completed within the next few months. The subdivision will be served from existing surrounding District fire stations prior to the completion and occupancy of the new fire station. The nearest existing fire station is Station 66, located at 3180 Kilgore Rd, which is approximately 3 miles from the project location.

This project is located in a rural portion of the fire district; therefore, typical emergency response times to the area will be 6 to 8 minutes at a minimum. Urban levels of service will be provided to this project upon completion of the new fire station.

The developer must provide and install the necessary fire hydrants and roadways to meet the specifications of the Sacramento Metropolitan Fire Protection District. The fire hydrants and access roads must be provided prior to any construction or storage of combustible materials on site.

The minimum required fire flow for residential developments with one- and two-family dwellings having a fire area per building not exceeding 3600 square feet including the garage, covered patios and porches is 1000 gallons per minute at 20 pounds per square inch. A special review and certificate of release is required for dwellings over 3,600 square area including the garage, covered patios and porches. Dwellings with a fire area of 3,601 to 4,800 square feet including the garage, covered patios and porches require 1,750 gallons per minute available fire flow above peak domestic demand. Dwellings with a fire area of 4,801 to 6,200 square feet including the garage, covered patios and porches including attached garages require 2,000 gallons per minute available fire flow above peak domestic demand. Larger houses will require additional fire flow. In areas where the minimum required fire flow is not available, an automatic fire sprinkler system may be required.

If you need any further assistance, please contact Inspector Chrishana McDonald at (916) 942-3353 between the hours of 8am and 4:30pm Monday through Thursday.

Sincerely,

A handwritten signature in black ink that reads "Michael Dobson". The script is cursive and fluid, with the first name "Michael" and last name "Dobson" clearly distinguishable.

Michael Dobson
Fire Marshal

Cc: File



COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY –CHERYL CRESO, ADMINISTRATOR

Department of Water Resources

Including service to the Cities of Citrus Heights, Elk Grove and Rancho Cordova

Keith DeVore, Director

February 4, 2004

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

SUBJECT: ANATOLIA I VILLAGE 5
Water Supply Will-Serve Letter

Please be advised that the proposed subdivision, "Anatolia I Village 5", is within the Zone 41 retail water service area of the Sacramento County Water Agency (SCWA). This is your notice that SCWA will provide retail water service to the above referenced subdivision. This provision of service is subject to the owners of property within said subdivision successfully complying with the conditions of approval contained within County of Sacramento Ordinance No. SZC 2002-0014, specifically relating to the provision of water service and contingent upon those conditions specified in paragraph 2 of this letter.

Water will be provided in accordance with the Sunrise Douglas Community Plan/SunRidge Specific Plan Supplemental Water Supply Investigation prepared by Montgomery Watson in August, 2000. SCWA will serve water for residential and safety purposes to the above referenced subdivision when facilities consistent with the Supplemental Water Supply Investigation have been constructed and water distribution conveyance facilities for the project are in place. No building permits for this subdivision shall be issued until the developer has constructed the initial phase water supply facilities, including but not limited to, the offsite water production, treatment, storage, pumping and conveyance facilities, with sufficient capacity to deliver up to approximately 2,265 Acre-feet Annually to the SunRidge Specific Plan Area to the satisfaction of the SCWA.

The owner is expected to bond for the construction of the distribution system for the above referenced subdivision.

If you have any questions, please contact me at 874-7156.

Sincerely,

Daniel J. Barry
Senior Civil Engineer

CC: John Coppola, Water Resources

Stewart Title of Sacramento, Attn: Daniel Moreno
6700 Fair Oaks Blvd, Carmichael
(916) 484-6990 fax: (916) 484-0802

WOOD RODGERS

1143.055

February 24, 2004

Cyrus E. Abhar, L.S., R.C.E.
City Engineer
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: Final Map of Anatolia I Village 5

This letter is to assure the City of Rancho Cordova that the monuments shown on the above-referenced Final Map will be set by the date indicated on said map. The estimated cost to monument said Final Map was \$10,600.

Sincerely,

WOOD RODGERS, INC.

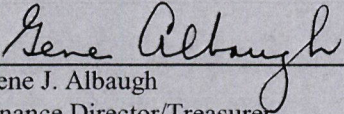


Craig E. Spiess, P.L.S.

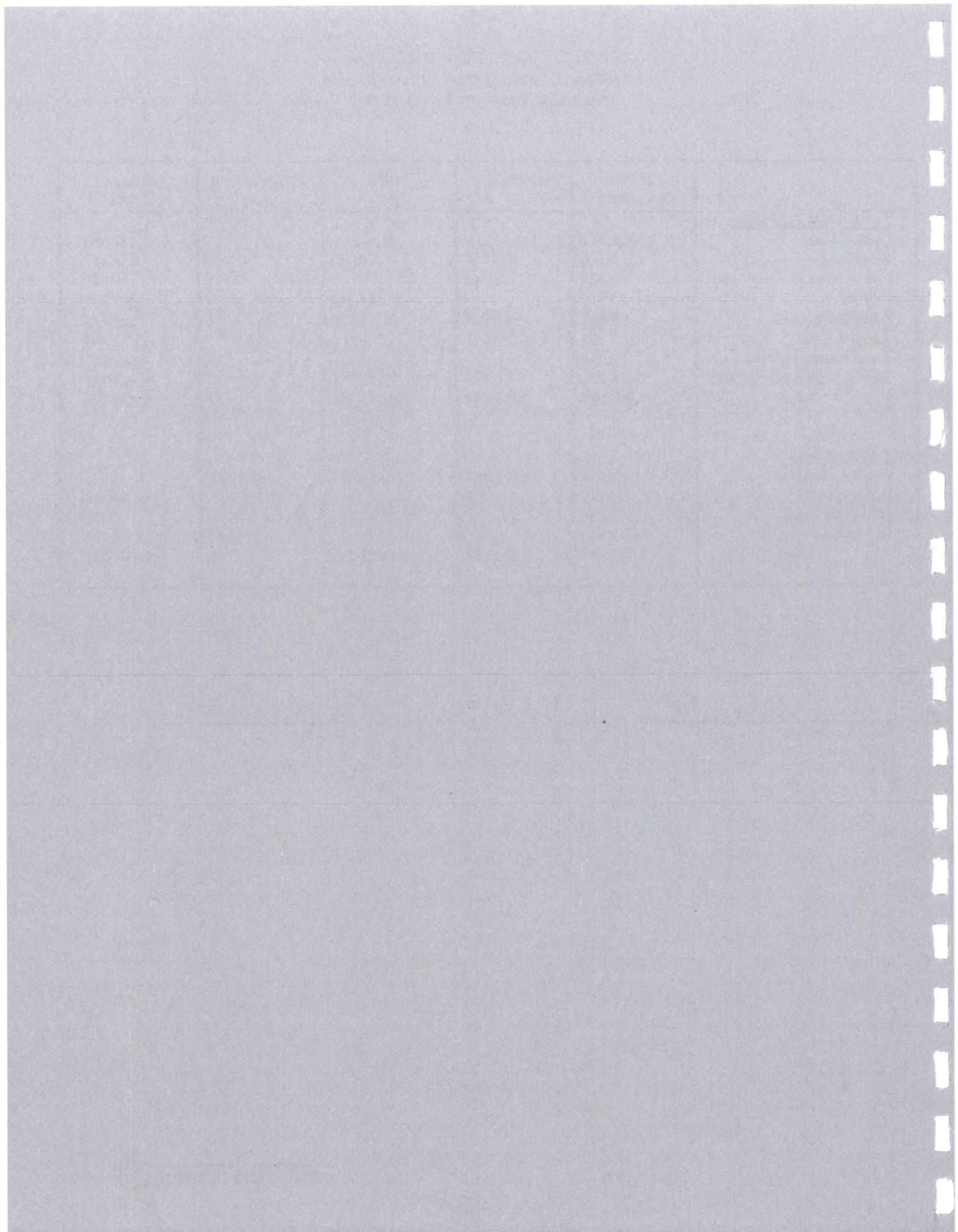


CITY OF RANCHO CORDOVA
TREASURER'S REPORT TO CITY COUNCIL
For Month Ending March 31, 2004

	2/29/2004 BALANCE	SOURCES	USES	TRANSFERS	3/31/2004 BALANCE
<u>FUND DESCRIPTION</u>					
General Fund	3,858,336	2,316,333.98	(3,654,114)		2,520,556
Road Fund	1,020,046	284,779	(458,168)		846,657
Low Income Housing Fund	49,689	16,746			66,435
CDF #1	14,750		(17,513)		(2,763)
Solid Waste Fund	9,665	12,613	(12,150)		10,128
Adopt A Sign	75	75			150
Water Franchise Fund	(10,897)				(10,897)
Special Assessment (CDF#1)	2,476,230	93	(453,351)		2,022,973
Totals	7,417,895	2,630,640	(4,595,296)	0	5,453,239
<u>CASH FUNDS</u>					
General Checking	823,601	2,630,568	(4,595,296)	2,250,000	1,108,873
Money Market	202,628	71			202,700
Petty Cash Funds	250				250
Laif Investment	6,391,416			(2,250,000)	4,141,416
Totals	7,417,895	2,630,639	(4,595,296)	0	5,453,239


Gene J. Albaugh
Finance Director/Treasurer

4-9-04
Date



CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA ORDINANCE 4-2003 RELATING TO THE
IMPOSITION OF A TRANSIENT OCCUPANCY TAX**

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

A. On July 1, 2003, the Rancho Cordova City Council adopted Ordinance No. 4-2003, authorizing the continued imposition of the existing Sacramento County transient occupancy tax (Sacramento County Code, title 3, chapter 3.08, approved by voters on November 5, 2002) within the City of Rancho Cordova.

B. The City has found that certain changes to Ordinance 4-2003 are necessary in order to improve and enhance the administrative and enforcement components of Ordinance 4-2003.

C. This ordinance will not increase or alter the existing rate at which transients are already taxed.

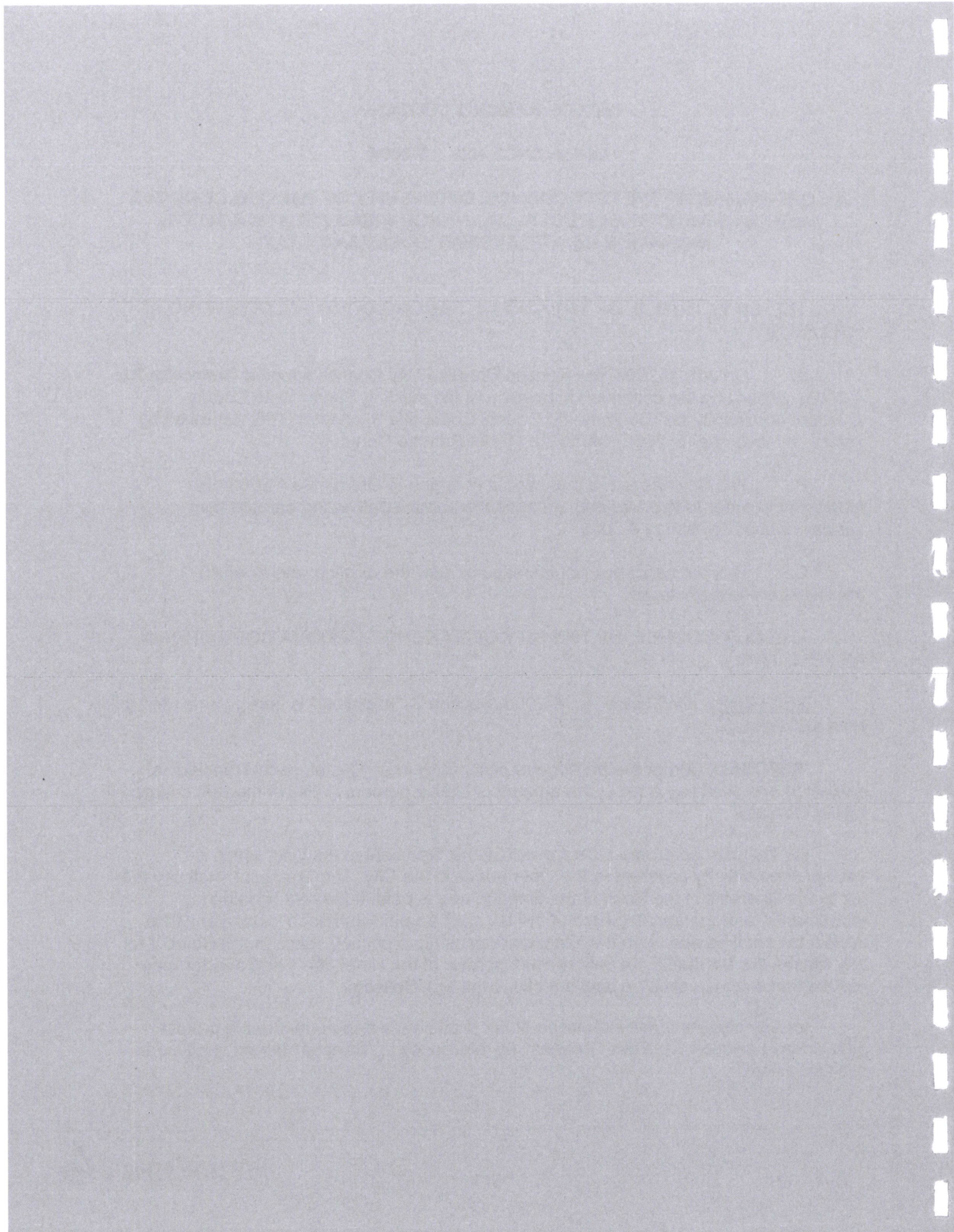
THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN
AS FOLLOWS:

SECTION 1: Ordinance No. 4-2003, Section 3, "Imposed," is hereby amended to read as follows:

"IMPOSED. (a) For the privilege of occupancy in any Hotel, each Transient is subject to and shall pay a tax in the amount of twelve percent (12%) of the rent charged by the Operator.

(b) The tax constitutes a debt owed by the Transient to the City, which is extinguished only by payment to the Operator or to the City. The Transient shall pay the tax to the Operator of the Hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the Transient's ceasing to occupy space in the Hotel. If for any reason the tax due is not paid to the Operator of the Hotel, the Tax Collector may require that such tax shall be paid directly to the Tax Collector.

(c) Any dispute of the imposition of tax shall be made pursuant to the protest provisions in Section 13 of this Chapter. All references to "Chapter" herein shall mean this Ordinance.



SECTION 2: Ordinance No. 4-2003, Section 4, "Exemptions," is hereby amended to read as follows:

"EXEMPTIONS. (a) No tax shall be imposed upon any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax herein provided.

(b) No exemption shall be granted except upon a claim therefore made at the time rent is collected and under penalty of perjury upon a form prescribed by the Tax Collector."

SECTION 3: Ordinance No. 4-3002, Section 6, "Registration," is hereby amended to read as follows:

"REGISTRATION. Prior to commencing operation of a Hotel or other facility that rents occupancy to Transients, the Operator of said Hotel shall file for and obtain a General Business License from the Tax Collector. In addition to the license application form each Operator shall file a Transient Occupancy Tax Registration form, provided by the Tax Collector, and maintain the information contained therein. The registration form will include such information as the number and rental rate of the rooms in the Hotel, the name and contact information for the Hotel management, and any other information deemed appropriate to the collection of the tax. The form shall also contain the following statement: "By signing this form, I represent that _____ is the responsible owner/operator of the hotel/facility. I warrant that the information provided herein is true and correct and acknowledge that I shall be personally liable if any of the information provided herein is determined to be false."

SECTION 4: Ordinance No. 4-2003, Section 8, "Reporting and Remitting," is hereby amended to read as follows:

"REPORTING AND REMITTING. (a) Each Operator shall make a return to the Tax Collector of the total rents charged and received and the amount of tax collected for transient occupancies. The Tax Collector shall provide the forms. At the time the return is filed, the full amount of the tax collected shall be remitted to the Tax Collector. Returns and taxes are due on or before the 15th day after the close of the month for which the tax was collected. Returns and taxes that are not remitted on or before the 15th day after the close of the month for which the tax was collected shall be considered delinquent. The Tax Collector may establish shorter reporting periods for any certificate holder if deemed necessary to insure collection of the tax. The Tax Collector may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason.

(b) All taxes collected by Operators pursuant to this Ordinance shall be held in trust for the account of the City until payment thereof is made to the Tax Collector.

(c) If any Operator liable for any amount of tax, interest or penalty under this ordinance sells or otherwise disposes of the business, his successors or assigns shall

withhold sufficiently from the purchase price to cover such amount until the former operator produces from the tax collector either a receipt reflecting full payment or a certificate stating that no amount is due.

(d) If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.

(e) If the Transient or Operator disputes the amount of tax owed, he or she may protest the tax pursuant to the procedure in Section 13. However, the Transient or Operator must first remit the tax to the Tax Collector."

SECTION 5: Ordinance No. 4-2003, Section 10, "Uncollectible Accounts," is hereby amended to read as follows:

"UNCOLLECTIBLE ACCOUNTS. Any Operator is relieved from liability for the remittance to the City of the tax imposed under this Ordinance insofar as the measure of the tax is represented by accounts which have been found to be worthless and charged off for income tax purposes. If the Operator has previously remitted the tax, he or she may, pursuant to procedures prescribed by the Tax Collector, take as a deduction the amount of tax previously remitted for the worthless and charged off account. If any such accounts are thereafter in whole or in part collected by the Operator, the amount so collected shall be included in the first return filed after such collection and the tax on such amount paid with the return."

SECTION 6: Ordinance No. 4-2003, Section 11, "Penalties-Interest," is hereby amended to read as follows:

"PENALTIES-INTEREST. (a) Original Delinquency. When a tax becomes delinquent, any Operator who fails to remit any tax imposed by this Ordinance within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.

(b) Continued Delinquency. Any Operator who fails to remit any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax and the ten percent penalty first imposed.

(c) Fraud. If the Tax Collector determines that the nonpayment of any remittance due under this Ordinance is due to fraud, a penalty of twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b).

(d) Interest. In addition to the penalties imposed, any Operator who fails to remit any tax imposed by this Ordinance shall pay interest at the rate of one and one-half

percent per month or fraction thereof, compounded, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(e) Penalties Merged with Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid."

SECTION 7: Ordinance No. 4-2003, Section 18, "Penalty For Violations," is hereby amended to read as follows:

"PENALTY FOR VIOLATIONS. (a) Any person violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and shall be punishable therefore by a fine of not more than one thousand dollars, or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

(b) Any Operator or other person who fails or refuses to register as required herein or to furnish any return required to be made or who fails or refuses to furnish a supplemental return or other data required by the Tax Collector, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as aforesaid. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this Ordinance to be made, is guilty of a misdemeanor and is punishable as aforesaid."

SECTION 8: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 9: Tax Collector

For purposes of this ordinance, the term "Tax Collector" shall mean the City Manager or his/her designee.

SECTION 10: Effective Date and Publication

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

* * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

685461_1



City Council Staff Report

Date: April 19, 2004

Project: Sunrise Douglas Shopping Center

File: RC-03-028.

Request: A Use Permit for a Secondary Auto Service Station and the Development Plan Review for the shopping center and within the SunRidge Specific Plan.

Location: Southwest corner of Sunrise Blvd and Douglas Road

APN: 067-0030-027

Planner: William Campbell, Project Planner

Owner	Applicant	Engineer:
Mather East 735 Sunrise Blvd. Suite 220 Roseville, CA 95661	Donahue Schriber Realty Group 200 Baker Street, Suite 100 Costa Mesa, CA 92626	Doucet & Associates 3300 Douglas Blvd. Roseville, CA 95661

Recommendation

Planning Commission recommends approval of the Use Permit for the secondary auto service station and the Design Review of the shopping center, according to the design package and subject to the Conditions of Approval.

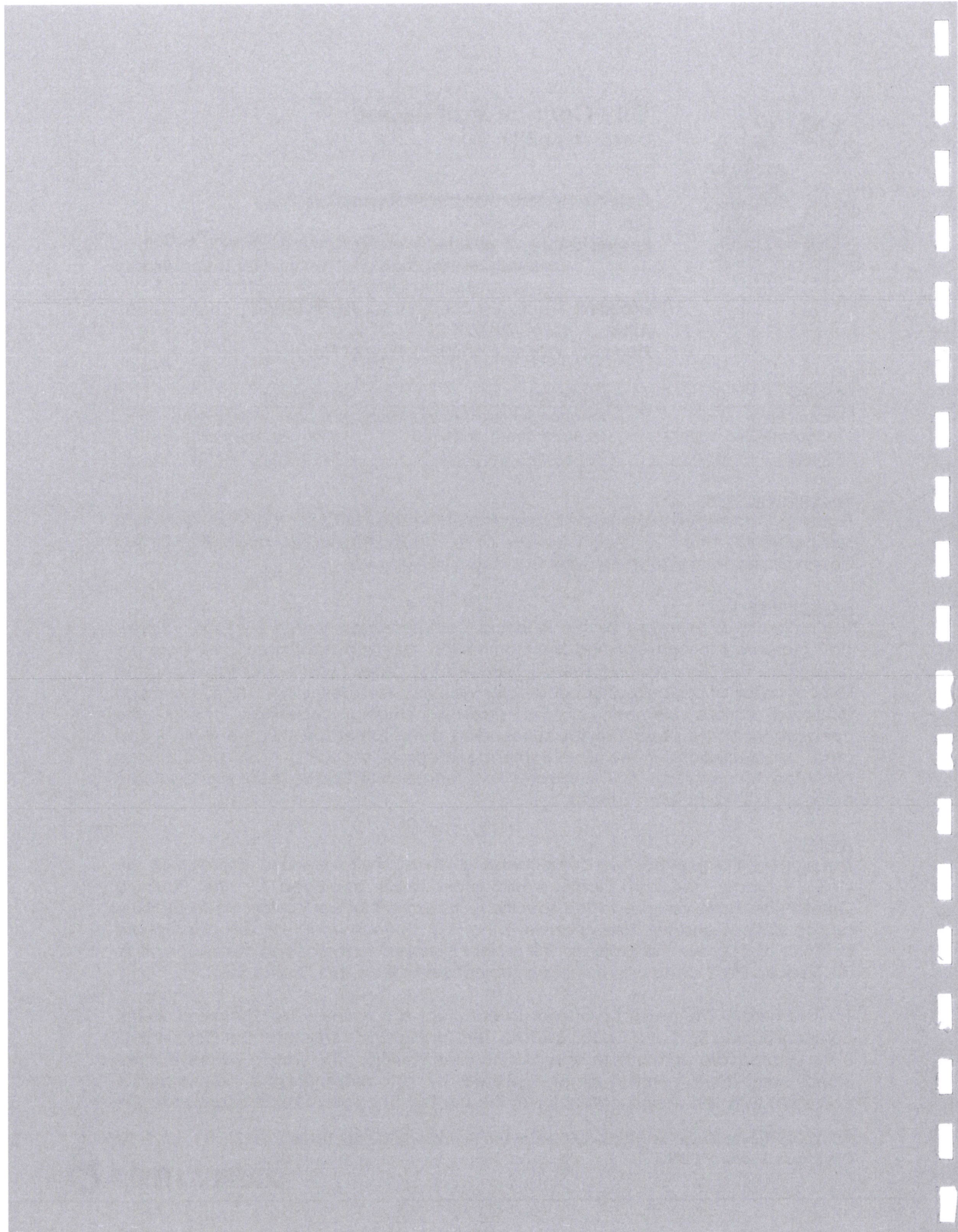
Background

The project was reviewed by the Planning Commission on March 25, 2004, wherein staff presented the project and the Commission received additional input from the applicant. The Commission generally believed the project was acceptable and the level of detail and architectural character was very well designed. The Commission discussed various elements of the project including pedestrian access, the connectivity of the project to the surrounding developments within the Mather East area. A discussion of the on-site management of shopping carts produced a condition of approval for the market to prepare a shopping cart management program, prior to building permits.

Analysis

The proposed project has two components which require review and approval by the City. Typically, the Use Permit would have been approved by the Planning Commission, however due to the specific requirements of the Zoning Code for auto service stations and the Design Review; the City Council would be the appropriate authority to approve the project. This project is subject to the design guidelines within the Specific Plan, along with the design objectives of the City's Ordinance.

1. Use Permit- The project proposes to construct a gasoline sales operation on the corner of Sunrise Blvd and Douglas Road. The Zoning Code stipulates the City Council is the appropriate authority to approve gasoline stations. The station will have three islands with three pumps/ island, covered by a canopy that is architecturally consistent with the design character of the center. The sales kiosk is oriented to the



pump islands and is adjacent to the Sunrise Blvd corridor. On the southeast corner of Sunrise Blvd and Douglas Road is the proposed commercial center within the Anatolia I subdivision. The northwest corner is occupied by the gun club, which is controlled by the Parks District who has a lease in perpetuity with the National Parks Service for permanent public open space. The northeast corner is within the larger Rio Del Oro Planning Area that is currently shown as permanent wetland preservation and a portion of the storm water detention system. The anticipated noise generation from the cumulative traffic at the intersection of Sunrise Blvd and Douglas Road would exceed 80 Dba, and would certainly blanket the noise generated from the station, during normal business hours.

The location of the gasoline station is on the southwest corner of Sunrise Blvd and Douglas Road. Based on the plans for the area, the nearest proposed residential use is over a 1000 feet away, in the Anatolia I subdivision. On the southeast corner of the same intersection, a similar sized commercial center is proposed, with many of the same land uses as the subject property. The proposed location of the gasoline station would not impact the surrounding area, due to its size and location to two neighborhood shopping centers. It is staff's opinion the proposed use would not have the potential to impact sensitive land uses in the immediate area.

2. Design Review

The purpose of the design review process is to promote orderly and harmonious growth within the city. The following Design Concepts apply to non-residential (commercial, office, industrial, and public/quasi-public) development. The City encourages:

- a) *High quality building designs that consist of durable and maintainable materials and that provide visual interest and diversity to the community.*
- b) *Building designs that maintain human scale and interest.*
- c) *Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.*
- d) *Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.*
- e) *Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.*
- f) *Incorporate quality site design, including landscaping, signage and other elements of site design.*

The commercial center is designed to accommodate the major anchor (Safeway) with centralized parking. The supporting buildings are located around the perimeter of the site and mostly face Sunrise Blvd. except for the in-line stops adjacent to the market. The main design theme carried throughout the center is of a "Craftsman" style. Considerable detail has been exercised in the design of the buildings, pedestrian amenities, trellis and open common areas of the shopping center. One of the unique features of this site is the transit stop, along the southern boundary of the

center. Pedestrian walks link the transit stop to the remainder of the center and the adjoining buildings have been oriented to support the transit stop plaza. Pad 4 is oriented to the plaza with store fronts that also provide an attractive connection to the main portion of the center.

The architectural detailing of the buildings and site amenities is enriched with heavy timber members and exposed rafters in the roof structure in the "Craftsman Style". The main building mass is well articulated and the wall panels vary in height, with tower features emphasizing corners of the main building and a dominant tower feature accentuating the entries of the market. Large battered pilasters in stone and stucco, heavy timber trellis members accentuate pedestrian walkways and buildings. The same style is carried through the design of the canopy of the pump islands. Low level light fixtures, stamped concrete paving and patios along the store fronts compliment the site design.

Phasing plan

On page 4 of 22 of the design package, the developer is proposing to construct the center in phases. The first phase would involve the constructions of Pads 1, 3, 4 and shops 1 and 2; along with all the parking lot improvements. The public right of way improvements would be constructed along Sunrise Blvd and Douglas Road in phase 1. The transit stop and the bulb street would also be constructed in the first phase. According to the developer the major tenant would not construct until 2005, when home starts in SunRidge Specific Plan have begun. The gasoline station will be an accessory use to the Safeway market, and the fast food pad would most likely be built by a franchise business (Burger King, McDonald's, Wendy's, etc.). Pad 2 will be built at the time of the market; no tenants have been identified for the free-standing pads, at this time.

Sign Program

The applicant has provided a sign program for the future tenants of the center. In summary, the sign program is more comprehensive than the City's standard sign ordinance, and in many cases is more restrictive than the City's Code. The sign program regulates the type, style, location, color and provides for Landlord approval, prior to submission to the City. Staff would recommend the City Council include the sign program as part of the design review approval for this center. A condition has been inserted in Exhibit B, which formally adopts the sign program.

Conclusion:

This project presents the high quality, detail and architectural design the City's adopted Design Review address. The buildings are well articulated and the mass of the building varies in height and proportional shape to lend a better design. The palette of exterior materials and colors compliment the architectural style and help break the large visual mass of the major building into smaller units. All the buildings in the project will have the same level of detail, regardless of its size.

Environmental Analysis:

A Negative Declaration was prepared for the shopping center project pursuant to CEQA Guidelines, as a subsequent assessment to the EIR for the SunRidge Specific Plan. No new environmental impacts were identified during the site specific assessment for the project and the Negative Declaration addresses the land use entitlements that are new and not previously addressed in the Specific Plan EIR.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motion

Move the City Council approve the project, as presented in the design package (Exhibit A) and subject to the attached Conditions of Approval (Exhibit B).

Attachments:

- 1) Initial Study/ Negative Declaration
- 2) Resolution 46-2004
- 3) Master Sign Program, dated August 8, 2003
- 4) Project Design Package (Exhibit A)
- 5) Conditions of Approval (Exhibit B)



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Wednesday, February 4, 2004

Retailers use electronic systems to deter shopping cart loss

By Lorrie Grant / USA TODAY

Tired of watching their investment, and profits, roll away, retailers are trying out electronic systems to prevent customers from taking shopping carts off the premises.

It's no minor problem. The theft of carts is costly — an average \$100 each. And increasingly it is costing retailers money even for carts "borrowed" and recovered: New laws in many cities levy fines on retailers for carts found abandoned by customers who pushed them loaded to bus stops, rail stations or nearby neighborhoods.

For industries with razor-thin margins, such as supermarkets, thousands of dollars in sales are needed to make up for the loss of one cart or to pay fines. So stores in both cities and suburbs are looking to a fledgling technology to cut their losses. Similar cart-disabling technologies by two California-based loss prevention companies, Carttronics in San Diego and Gatekeeper Systems in Irvine, are helping retailers strike back.

"We lose thousands of carts a year by people who take them off the property, and the consumer pays for it with the cost passed on in the food," says Barry Scher at the 198-store Giant Food chain in the mid-Atlantic region. Five Giant stores now use disabling systems and have cut the loss of carts by almost 100 percent.

The system works using a cart wheel with a locking device that is activated by a low-voltage antenna buried around the perimeter of the store parking lot, much like an electronic dog fence. Signs and yellow markings on the lot warn customers to keep shopping carts on the property. If they try to take a cart past the perimeter, the wheel locks.

The security is not cheap. "It costs about \$60 per cart, including caster and transmitter and installation," says Don Chartrand, director of products and services at Carttronics.

It's money well spent, the retailers say.

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RESOLUTION # 46-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A USE PERMIT DEVELOPMENT PLAN REVIEW
FOR THE SUNRISE/DOUGLAS SHOPPING CENTER
PROJECT # RC-03-028**

WHEREAS, Donahue Schriber (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Use Permit for a secondary auto service station and the Development Plan Review to construct a commercial shopping center on 17.08 acres in the SunRidge Specific Plan Area (Assessor's Parcel Number 067-0030-027); and

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

WHEREAS, an Environmental Impact Report was prepared in accordance with the California Environmental Quality Act (CEQA) for the Villages of Zinfandel project, which this project is a part and consistent with the analysis; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. Approve the Use Permit and Development Plan Review based on the following:

CEQA

- a. Finding: *The proposal will not have a significant adverse impact on the environment and a environmental assessment has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).*

Evidence: An EIR for the SunRidge Specific Plan was prepared for the entire project and mitigation measures have been developed that would reduce potential environmental impacts of the project to less than significant levels. Additionally, an Initial Study/ Negative Declaration was prepared to address the specific project and its components; and no new environmental factors were identified. On the basis of the, comments received, and the whole record, there is no substantial evidence the project would have a significant adverse impact on the environment.

CONDITIONAL USE PERMIT

- b. Findings: *The establishment, maintenance and operation of the use, building, or structure applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. (Zoning Code §110-30)*

Evidence: The location of the gasoline station is on the southwest corner of Sunrise Blvd and Douglas Road. Based on the plans for the area, the nearest proposed residential use is over a 1000 feet away, in the Anatolia I subdivision. On the southeast corner of the same intersection, a similar sized commercial center is proposed, with many of the same land uses as the subject property. The proposed location of the gasoline station would not impact the surrounding area, due to its size and location to two neighborhood shopping centers. It is staff's opinion the proposed use would not have the potential to impact sensitive land uses in the immediate area.

DEVELOPMENT PLAN REVIEW

- c. Findings:

1. *High quality building designs that consist of durable and maintainable materials and that provide visual interest and diversity to the community.*
2. *Building designs that maintain human scale and interest.*
3. *Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.*
4. *Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.*
5. *Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.*
6. *Incorporate quality site design, including landscaping, signage and other elements of site design.*

Evidence to support the design objectives: The commercial center is designed to accommodate the major anchor (Safeway) with centralized parking. The supporting buildings are located around the perimeter of the site and mostly face Sunrise Blvd. except for the in-line stops adjacent to the market. The main design theme carried throughout the center is of a "Craftsman" style. Considerable detail has been exercised in the design of the buildings, pedestrian amenities, trellis and open common areas of the shopping center. One of the unique features of this site is the transit stop, along the southern boundary of the center. Pedestrian walks link the transit stop to the remainder of the center and the adjoining buildings have been oriented to support the

transit stop plaza. Pad 4 is oriented to the plaza with store fronts that also provide an attractive connection to the main portion of the center.

The architectural detailing of the buildings and site amenities is enriched with heavy timber members and exposed rafters in the roof structure in the "Craftsman Style". The main building mass is well articulated and the wall panels vary in height, with tower features emphasizing corners of the main building and a dominant tower feature accentuating the entries of the market. Large battered pilasters in stone and stucco, heavy timber trellis members accentuate pedestrian walkways and buildings. The same style is carried through the design of the canopy of the pump islands. Low level light fixtures, stamped concrete paving and patios along the store fronts, compliment the site design.

The applicant has provided a sign program for the future tenants of the center. The sign program regulates the type, style, location, color and provides for Landlord approval, prior to submission to the City. In summary, the sign program is more comprehensive than the City's standard sign ordinance, and it will compliment the shopping center's overall design.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of April, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK



Initial Environmental Study/ Negative Declaration

1. **Project Title:** Sunrise and Douglas Shopping Center, RC-03-028
2. **Lead Agency Name and Address:**
City of Rancho Cordova
3161 Gold Canal Drive
Rancho Cordova, CA 95670
3. **Contact Person and Phone Number:**
William Campbell, Principal Planner, (916) 942-0278
4. **Project Location:** The project site is generally located at the southwest corner of Douglas Road and Sunrise Blvd. The subject property is known as Parcel 1 of the Mather East Parcel Map approved by the City in 2003. APN: 067-0030-027
5. **Project Sponsor's Name and Address:**

Owner Mather East 735 Sunrise Blvd. Suite 220 Roseville, CA 95661	Applicant Donahue Schriber Realty Group 200 Baker Street, Suite 100 Costa Mesa, CA 92626	Engineer: Doucet & Associates 3300 Douglas Blvd. Roseville, CA 95661
---	--	--
6. **General Plan Designation(s):** SunRidge Specific Plan, CMU Commercial Mixed Use
7. **Zoning:** LC Limited Commercial
8. **Description of the Project:** The project consists of approximately 98,000 sf of retail commercial space on 13.5 acres. The main anchor of the center is a grocery store (54,847 sf), flanked by in line stores totaling 20,000 sf. There are four building pads adjacent to Sunrise Blvd and Douglas Road. One of the pads would accommodate a fast food restaurant, and on the corner is a gasoline fueling station that will require a Use Permit that will also be part of the grocery store operation. Within the site is a planned RT transit stop for the Specific Plan area. Adequate on-site parking has been provided to serve the individual store fronts and interior and exterior landscape has been designed into the site plan. Along the Sunrise Blvd and Douglas Road frontages will be a 35 foot landscape corridor that will also serve as a utility easement for SMUD.

The project applicant is requesting Design Review approval for the total site, to be built in phases, a Use Permit for gasoline sales and a Parcel Map to accommodate land and building sales.
9. **Surrounding Land Uses and Setting:** The following uses surround the subject site. North of the site is the recreation gun club, to the east is a future commercial corner that is part of the Anatolia I Subdivision and designated commercial in the Specific Plan. West and south of the site is bounded by the Folsom South Canal and Mather Field.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement). None required

ENVIRONMENTAL FACTORS POTENTIALLY EFFECTED:

The environmental factors checked below would be potentially effected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agricultural Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology / Soils |
| ☐ Hazards & Hazardous Materials | ☐ Hydrology / Water Quality | ☐ Land Use / Planning |
| ☐ Mineral Resources | ☐ Noise | ☐ Population / Housing |
| ☐ Public Services | ☐ Recreation | ☐ Transportation / Traffic |
| ☐ Utilities / Service Systems | ☐ Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency) On behalf of this initial evaluation:

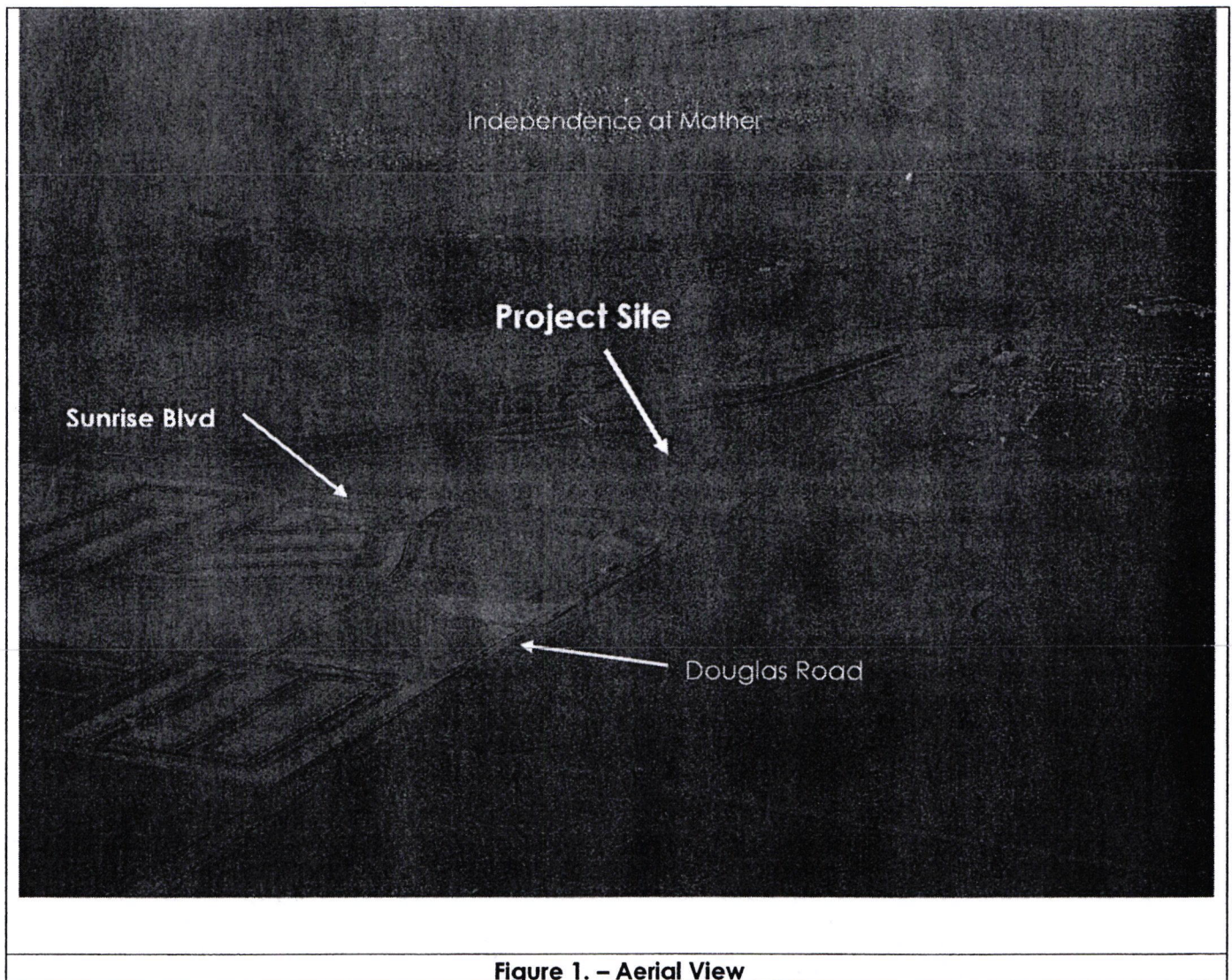
- ☒ I find that the proposed project COULD NOT have a significant effect on the environmental, and a NEGATIVE DECLARATION will be prepared
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in a earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to the earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

William Campbell,
Principal Planner,
City of Rancho Cordova

Date

PURPOSE OF THIS INITIAL STUDY

This Initial Study has been prepared consistent with CEQA Guidelines Section 15063, to determine if the project, as proposed, may have a significant effect upon the environment. Based upon the findings contained within this report, the Initial Study will be used in support of the preparation of a Mitigated Negative Declaration.



EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the projects outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, and EIR is required.

4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (D). Earlier analyses are discussed in Section XVII at the end of the checklist.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------------	--	------------------------------------	--------------

I. AESTHETICS --

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Have a substantial adverse effect on a scenic vista? | ☐ | ☐ | ☐ | ☒ |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock croppings, and historic buildings within a state scenic highway? | ☐ | ☐ | ☐ | ☒ |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | ☐ | ☐ | ☐ | ☒ |
| d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? | ☐ | ☐ | ☒ | ☐ |

Comments:

- a) *No impact.* The proposal would not affect a scenic vista or scenic highway.
- b) *No impact.* The proposal would not damage scenic resources because the adjoining roadways are not listed or designated as "scenic highways."
- c) *No impact.* The development is proposed to be constructed in phases; however the total project shall be addressed in this assessment. Approximately 200,000 sf of the commercial building could

be built on this site with a maximum building height of 40 feet. Due to the distance between the commercial site and adjoining residential developments to the north and south of the site, no significant visual impact is anticipated by the new buildings. Additionally, development standards within the proposed zone classification would provide added protection to the residential areas by minimum setbacks, landscape treatments and architectural consistency with the other commercial developments in the area.

- d) *Less than Significant impact.* The project would result in additional light and glare into an area currently undeveloped. Compliance with the Rancho Cordova Zoning Code would provide the standards for on-site lighting and the Sheriff's Department has suggested guidelines for the lighting of the parking area and pedestrian walkways during the evening hours. At the time of building plan check, a photometric study would be required to ensure the project does not cast nuisance light upon the neighboring properties.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------------	--	------------------------------------	--------------

II. AGRICULTURAL RESOURCES:

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the Project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| (a) Convert Prime farmland, unique farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | ☐ | ☐ | ☐ | ☒ |
| (b) Conflict with existing zoning for agricultural use or a Williamson Act contract? | ☐ | ☐ | ☐ | ☒ |
| (c) Involve other changes in the existing environment which due to their location or nature, could result in conversion of farmland, to non-agricultural use? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The project is not located on Prime Farmland or Unique Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency.

- b) *No impact.* The subject property is not under a Williamson Act contract.
- c) *No impact.* See comments above.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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III. AIR QUALITY --

Where applicable, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | ☐ | ☐ | ☐ | ☒ |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | ☐ | ☐ | ☒ | ☐ |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | ☐ | ☐ | ☒ | ☐ |
| d) Expose sensitive receptors to substantial pollutant concentrations? | ☐ | ☐ | ☒ | ☐ |
| e) Create objectionable odors affecting a substantial number of people? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* Construction of the proposed project would not conflict or obstruct any applicable air quality standards to be violated or contribute to an existing violation.
- b) *Less than significant impact.* The Sacramento Metropolitan Area (SMAQMD) is currently an area of non-attainment of State and Federal Air Quality Standards for ozone. The project's primary contribution to air quality emissions would be in the form of particulate matter during construction, which is a temporary condition. SMAQMD did not require additional analysis or recommend mitigation measures aimed at reducing the impacts of the new project beyond the identified mitigation measures found within the SunRidge Specific Plan/ Cordova Community Plan EIR and the recommended SMAQMD Guidance for AQ-15 Implementation.

- c) *Less than significant impact.* Effects on air quality can be divided into short term; construction-related effects and those associated with long term operation of the project. Construction activities, such as excavation, grading, and vehicular traffic, may generate temporary or short term increases in dust and particulate matter. Short-term construction impacts are addressed below, and long-term mobile source emissions are not cumulatively considerable for any non-attainment pollutant.
- d) *Less than significant impact.* The air pollutants generated by the proposed project would be dust and particulate matter during construction, as described above. This impact is considered less than significant because potentially sensitive receptors would be exposed to minor amounts of construction dust and equipment emissions for short periods of time with no long-term exposure to the same groups.
- f) *No impact.* The proposed project and associated uses would not create objectionable odors.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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IV. BIOLOGICAL RESOURCES --

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | ☐ | ☐ | ☐ | ☒ |
| b) Have a substantial adverse effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | ☐ | ☐ | ☐ | ☒ |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 4040 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | ☐ | ☐ | ☐ | ☒ |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native residents or migratory wildlife corridors or impede the use of native wildlife nursery | ☐ | ☐ | ☐ | ☒ |

sites?

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | ☐ | ☐ | ☐ | ☒ |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The proposed project area would not result in impacts to endangered, threatened, or rare species or their habitats. A biologic survey was conducted and no endangered species or habitat area is to be impacted on the site. The property is immediately adjacent to the Morrison Creek area, but no part of the proposed project is within the influence area of the creek.
- b) *No impact.* The project would not have an adverse effect on any riparian habitat or other sensitive natural community, because the site is not identified as having any natural community that could be affected by the project.
- c) *No impact.* The specific project area does not contain any wetland areas, therefore would not have a substantial adverse effect on federally protected wetlands. See comment a) above.
- d) *No impact.* The project area is not subject to any migratory patterns of fish or wildlife that would be impacted by this project.
- e) *No impact.* The site is presently absent of any significant biologic resource, and the historical agricultural use has altered any natural biologic resource that may have been present prior to human occupation.
- f) *No Impact.* This project area is not in conflict with any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plans.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

V. CULTURAL RESOURCES --

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? | ☐ | ☐ | ☐ | ☒ |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | ☐ | ☐ | ☐ | ☒ |

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | ☐ | ☐ | ☐ | ☒ |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The site is not known to have any historical significant or significant characteristics as defined by the criteria within the CEQA Guidelines.
- b) *No impact.* The site is not known to have any archaeological significant or significant characteristics as defined by the criteria within the CEQA Guidelines.

California State Law requires that if cultural resources are encountered work shall stop immediately and the City's Environmental Coordinator shall be contacted who will coordinate an investigation of the find with appropriate specialists if needed. In addition, should any human remains be discovered at any time, all work is to stop and the County Coroner must also be immediately notified pursuant to the State Health and Safety Code, Section 7050.5 and the State Public Resources Code, Section 5097.98. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

- c) *No impact.* No paleontological resources are known or suspected and no unique geologic features exist.
- d) *No impact.* No human remains are known or anticipated to exist in the project area. See response in b) above.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS --

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a-i) Expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known Fault? Refer to Division of Mines and Geology Special Publication 42. | ☐ | ☐ | ☐ | ☒ |
| ii) Expose people or structures to potential substantial adverse effects including the risk of loss injury, or death involving strong seismic | ☐ | ☐ | ☒ | ☐ |

ground shaking?

iii) Expose people or structures to potential substantial adverse effects including the risk of loss injury, or death involving seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

Comments:

- a)
- i. *No impact.* According to the Rancho Cordova Community Plan, which references studies by the California Division of Mines and Geology, no major active faults transect the San Joaquin and Sacramento Counties, thus the City of Rancho Cordova and the county is not subject to rupture of a known active fault.
 - ii. *Less than significant impact.* Any major earthquake damage in the City of Rancho Cordova is likely to occur from ground shaking and seismically related ground and structural failures resulting from a moderate to major seismic event in the San Francisco Bay or Sierra Nevada area. Local soil conditions, such as topography, soils strength, thickness, density, water content, and firmness of underlying bedrock effect seismic response greatly. Seismically induced shaking and some damage should be expected to occur but damage should be no more severe in the project area than elsewhere in the region. Framed construction on proper foundations is generally flexible enough to sustain only minor structural damage from ground shaking.
 - iii. *No impact:* There are no known hazards caused from seismic related ground failure or liquefaction, which would prevent urban use of the site.

- iv. *No impact:* The project would not expose people or structures to potential adverse effects involving landslides.
- b) *Less than significant impact.* Some soil erosion is expected during construction, but loss of topsoil is not a significant issue. Existing Codes that regulate erosion control will be implemented during the winter months of October to March. Additionally the project site is very flat and soil erosion from water runoff is remote.
- c) *No impact.* See previous comments in (a-b).
- d) *No impact.* The soil conditions in the general area are suitable for development and will not place occupants or the general public at risk. This project is an infill project and the properties surrounding the site have been developed and no special construction techniques were employed. The subject site is has little slope and is not subject to flooding. The property is immediately southeast of Morrison Creek, but would not be influenced by flooding.
- e) *No impact.* The project would be connected to the City's sewer system. No septic tanks or alternative wastewater disposal system would be installed in the area.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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VII. HAZARDS AND HAZARDOUS MATERIALS --

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | ☐ | ☐ | ☐ | ☒ |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | ☐ | ☐ | ☒ | ☐ |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | ☐ | ☐ | ☐ | ☒ |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | ☐ | ☐ | ☐ | ☒ |
| e) For a project located within an airport land use plan or, where such a plan has not been | ☐ | ☐ | ☐ | ☒ |

adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working within the project area? | ☐ | ☐ | ☐ | ☒ |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | ☐ | ☐ | ☐ | ☒ |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The project is a commercial development on previously undeveloped land, which would not involve the transport, use or disposal of hazardous materials.
- b) *Less than significant impact.* Construction of the proposed project would involve the use of heavy equipment, which uses small amounts of oils and fuels and other potentially flammable substances that are typically associated with construction activities. The Contractor will be required to identify a staging area for storing materials and equipment to reduce the impacts of noise and aesthetics on the adjoining residential land uses. The proposed project would not, however, result in a significant risk of explosion or accidental release of hazardous substances and is therefore considered a less than significant impact.
- c) *No impact.* The project does not involve hazardous emissions or hazardous materials and is located within one-quarter mile of an existing school. Normal construction techniques and materials would be used and no hazardous materials would be used or removed from the site.
- d) *No impact.* The project is not located on a site that is included on a list of hazardous materials sites compiled by the Sacramento County Environmental Department-Hazardous Materials pursuant to Government Code 65962.5. The proposed project would not expose people to existing sources of potential health hazards.
- e) *No impact.* The project is not within two miles of a public airport, and is not within the runway clearance zones established to protect the adjoining land uses in the vicinity from noise and safety hazards associated with aviation accidents.
- f) *No impact.* Mather Field is within 5 miles from the project site. The site is not within the directed flight path for landings or take-offs.
- g) *No impact.* The project would not interfere with any adopted emergency response or evacuation plans.

- h) *No impact.* The project site is an infill site surrounded by urban development. Therefore, the project would not expose people or structures at risk due to wildland fires.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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VIII. HYDROLOGY AND WATER QUALITY --

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Violate any water quality standards or waste discharge requirements? | ☐ | ☐ | ☐ | ☒ |
| b) Significantly deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | ☐ | ☐ | ☐ | ☒ |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | ☐ | ☐ | ☒ | ☐ |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? | ☐ | ☐ | ☒ | ☐ |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? | ☐ | ☐ | ☒ | ☐ |
| f) Otherwise substantially degrade water quality? | ☐ | ☐ | ☐ | ☒ |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | ☐ | ☐ | ☐ | ☒ |
| h) Place within a 100-year flood hazard area structures which would impede or redirect | ☐ | ☐ | ☐ | ☒ |

flood flows?

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | ☐ | ☐ | ☐ | ☒ |
| j) Inundation by seiche, tsunami, or mudflow? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The additional flow from this project would not have any significant impact on water quality or discharge pollutants into the water system or result in violations of existing requirements.
- b) *No impact.* Sufficient water supply is currently available to accommodate the commercial fire flow requirements of the project. The proposed project is located in an area served by Zone 40 of the Sacramento County Water Agency (wholesaler) which will serve this area. Off-site improvements would be required as part of this project, mostly connecting main lines and installing an internal loop water line into the site for on site fire protection.
- c) *Less than significant impact.* The project would not alter the course of any stream or river, although the existing drainage pattern will be altered. The project area will drain to the Morrison Creek basin, and be subject to control regulations regarding siltation and erosion .
- d) *Less than significant impact.* The project has the potential to change absorption rates, drainage patterns, and the rate and amount of surface runoff. However, these amounts are minimal and are not predicted to result in flooding on-or-off site. The site would be graded such that it drains to the Morrison Creek Channel, and will be required to make certain improvements according to the Laguna Creek Drainage Master Plan.
- e) *Less than significant impact.* The existing storm water system has the capacity to accommodate the project. Storm water runoff from the site would contain some level of hydrocarbons and metals typical of urban pavement runoff; however, this project would not create substantial or unusual quantities. On site treatment would be required to reduce the contaminants to a safe level, prior to discharge into the Morrison Creek. Improvements shall be made to the east side of Morrison Creek consistent with the Laguna Creek Drainage Master Plan.
- f) *No impact.* No additional impacts are anticipated other than those discussed above.
- g) *No impact.* The project is not located within a 100-year floodplain as designated by the Federal Emergency Management Agency.
- h) *No impact.* See above response (g).
- i) *No impact.* The project is not located immediately up or down stream from a dam or levee. Storm drainage would flow to the existing City system.
- j) *No impact.* The project area is not located near any large bodies of water that would pose a seiche or tsunami hazard. Also, the project is not near any physical or geologic features that would pose a mudflow hazard. The surrounding property is developed with storm drainage infrastructure and is not anticipated to pose any risk of mudflow.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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IX. LAND USE AND PLANNING --

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Physically divide an established community? | ☐ | ☐ | ☐ | ☒ |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | ☐ | ☐ | ☒ | ☐ |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The proposed project would involve approximately 13.5 acres, designated in the Specific Plan as Commercial, for the development of approximately 100,000 sf. shopping center. The project would be consistent with the Specific Plan and would not physically divide any established neighborhoods. The new commercial buildings would compliment the commercial development that will occur on the southeast corner of Douglas Road and Sunrise Blvd. The Specific Plan had designated the two corners for neighborhood support commercial.
- b) *Less than significant impact.* The proposed project is located in an area that has been identified for mixed use commercial in an adopted Specific Plan. This designation is consistent with the Land Use Map the City adopted by reference from the County of Sacramento. The applicant is requesting a Use Permit for the sales of gasoline products and Design Review for the total center, although it would be built in phases. A Parcel Map would be required to accommodate the land sales for the individual building pads. No deviations to the development standards are requested as part of this application. The proposed project is in substantial conformance with the City's adopted design guidelines and the design criteria of the SunRidge Specific Plan.
- c) *No impact.* No habitat conservation plans or natural community conservation plans apply to the project area.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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X. MINERAL RESOURCES --

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | ☐ | ☐ | ☐ | ☒ |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* No significant mineral resources have been identified in the project area.
- b) *No impact.* No significant mineral resources are identified in the General Plan or other land use plan.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XI. NOISE --

Would the project result in:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | ☐ | ☐ | ☒ | ☐ |
| b) Exposure of persons to or generation of excessive groundborne vibration noise levels? | ☐ | ☐ | ☒ | ☐ |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | ☐ | ☐ | ☒ | ☐ |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | ☐ | ☐ | ☒ | ☐ |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted within two miles of a public airport | ☐ | ☐ | ☐ | ☒ |

or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? ☐ ☐ ☐ ☒

Comments:

- a) *Less than significant impact.* Most construction equipment likely to be used on the site typically generates noise levels of 80-90 dBA at a distance of 50 feet. The impacts of construction noise are short term and limited to the construction hours established by the Municipal Code. The Zoning Code additionally addresses those parts of the project (trash compactors and loading docks) that would have the possibility to generate nuisance noise upon the adjoining land uses and provides distance requirements and maximum sound levels. The major noise source anticipated by this project is the loading area of the grocery store. The project proposes to recess the loading dock and construct a 10 foot screen wall to shield the adjoining property to the south and east of the site. Additionally, utilizing best management practices and applying the Zoning Code standards will reduce this impact to a less than significant level.
- b) *Less than significant impact.* Potential vibration may occur during construction of the project. However, this is not expected to be significant and would be short term in nature upon the residents to the south of the project site. In addition, any potential impacts would be reduced by implementation of best management construction practices.
- c) *Less than significant impact.* The proposed commercial use would slightly increase overall ambient noise within the immediate area. The major sources of noise generation from this project would be construction related in the short-term, and traffic noise when the project is complete. This project would not produce adverse noise levels based on the conclusion that the ambient noise levels at project build out would be consistent with the *Land Use Compatibility For Community Noise Environments* of the Noise Element for the City of Rancho Cordova.
- d) *Less than significant impact.* See comments from section (a).
- e) *No impact.* The nearest airport is within five (5) miles of the subject property; however it is not under any approach or departure path. Air traffic is very limited and freight operations account for approximately 5 flights in a 24 hour period (general aviation is not included in this number). During holiday season flights increase to approximately 20 flights per day.
- f) *No impact.* There are no private airstrips in the immediate area.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

XII. POPULATION --

Would the project:

- a) Induce substantial population growth in an area, either directly (e.g., by proposing new ☐ ☐ ☐ ☒

homes and businesses) or indirectly (e.g., through the extension of roads or other infrastructure)?

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | ☐ | ☐ | ☐ | ☒ |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No Impact.* This property was planned to support the residential development of the SunRidge Specific Plan and was designated Commercial Mixed Use with a zoning that would permit neighborhood commercial. The commercial center would not induce population growth, by its nature, the center would not fully develop until a certain level of population was present in the Specific Plan area. Approximately 1500 to 2000 homes would be necessary to support the grocery store and support retail and service uses. The applicant does not anticipate the grocery store to develop until spring of 2005.
- b) *No impact.* Construction of the proposed project would not displace any existing homes and would not cause the need to construct additional homes.
- c) *No impact.* The project would not result in the displacement of any people living on the site.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XIII. PUBLIC SERVICES –

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response time or other performance objectives for any of the public services:

- | | | | | |
|-----------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Fire protection? | ☐ | ☐ | ☐ | ☒ |
| b) Police Protection? | ☐ | ☐ | ☐ | ☒ |
| c) Schools? | ☐ | ☐ | ☐ | ☒ |
| d) Parks? | ☐ | ☐ | ☐ | ☒ |

e) Other public facilities?

☐☐☐☒

Comments:

- a) *No Impact.* Rancho Cordova is served by Sacramento Metro Fire District which provides fire protection services for this area. Water capacity for providing fire flow has been addressed in Section VIII (b). The District anticipates the construction of a new station on Douglas Road, east of the project site, in the near future. The Community Finance District would provide the necessary funds to construct the station.
- b) *No Impact.* The proposed project would not significantly impact police services provided by the City of Rancho Cordova Police Department. The developer has entered into a Development Agreement with the City to provide additional funds for on-going police protection, on an annual basis.
- c) *No Impact.* The commercial development proposed would be required to pay current statutory development fees associated with commercial construction at the time of issuance of each building permit. Therefore, the proposed project would not significantly affect the need to construct additional school facilities, due to its commercial nature.
- d) *No impact.* The Cordova Recreation and Parks District provides for open space amenities in the area. This project will not negatively affect the District's ability to provide parks and no additional demands on the current facilities will be generated by this commercial project. The District would assume some maintenance responsibility for the landscape strip fronting Sunrise Blvd and Douglas Road.
- e) *No impact.* The project would not have incremental increases on demands for the other services and facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

XIV. RECREATION --

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have been an adverse physical effect on the environment?

☐☐☐☒☐☐☐☒

Comments:

- a) *No impact.* The project would not require the construction of additional recreational facilities nor increase the use of existing recreational facilities.

- b) *No impact.* The project would not require the construction of nor include additional recreational facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XV. TRANSPORTATION/TRAFFIC --

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase on either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | ☐ | ☐ | ☒ | ☐ |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | ☐ | ☐ | ☒ | ☐ |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | ☐ | ☐ | ☐ | ☒ |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | ☐ | ☐ | ☐ | ☒ |
| e) Result in inadequate emergency access? | ☐ | ☐ | ☐ | ☒ |
| f) Result in inadequate parking capacity? | ☐ | ☐ | ☐ | ☒ |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *Less than Significant.* The cumulative number of vehicle trips generated by this project has been analyzed in the EIR for the SunRidge Specific Plan. The proposed project, plus the cumulative projects in the area would not significantly impact the Sunrise Blvd and Douglas Road corridors. The Specific Plan anticipated a level of traffic generation that would be accommodated by the major arterial in the area. The Sunrise Blvd corridor would be improved from White Rock Road to the south side of Douglas Road.

The project would be served by a new traffic signal at the intersection of Sunrise Blvd and the new major access to the center. The new signal would promote left turn protection for vehicle exiting the project site, along with providing left turn and through traffic protection for the residents to the east and south of site. This improvement is part of the Sunrise Blvd. Improvement Plan that would be completed prior to the center fully developing in 2005.

- b) *Less than Significant.* See analysis in a) above.
- c) *No impact.* The project does not affect any air traffic patterns.
- d) *No Impact.* The surrounding area is relatively flat and the site visibility is excellent. The project would not create a hazard for pedestrian or vehicular traffic due to the adherence of Public Works standards for the driveway locations on Grant Line Road.
- e) *No Impact.* The proposed project would not have a negative impact on emergency vehicle access.
- f) *No Impact.* The proposed project would not affect existing parking facilities onsite or offsite after construction is completed. During construction, it may be necessary to restrict some street parking for short periods of time to allow for road construction. The proposed project meets the commercial parking standards as specified in the zoning ordinance and no deviations to the Code are requested.
- g) *No impact.* The project would have no potential conflict with alternative transportation policies.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------------	--	------------------------------------	--------------

XVI. UTILITIES AND SERVICE SYSTEMS --

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | ☐ | ☐ | ☐ | ☒ |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ☐ | ☐ | ☐ | ☒ |
| c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ☐ | ☐ | ☐ | ☒ |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded | ☐ | ☐ | ☐ | ☒ |

entitlements needed?

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | ☐ | ☐ | ☐ | ☒ |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | ☐ | ☐ | ☐ | ☒ |
| g) Comply with federal, state, and local statutes and regulations related to solid waste. | ☐ | ☐ | ☐ | ☒ |

Comments:

- a) *No impact.* The project would not exceed the Regional Water Quality Control Boards' wastewater treatment requirements. This issue was adequately addressed in the SunRidge Specific Plan EIR.
- c) *No impact.* See discussion in Section VIII (b).
- d) *No impact.* This development would not cause the construction of new storm water facilities because the existing system is capable of serving the current plus future growth within this Plan area. This issue was adequately addressed in the SunRidge Specific Plan EIR.
- d) *No impact.* Water supplies are adequate for meeting the needs of the project and the water purveyor has approved the necessary water allocation for this project.
- e) *No impact.* Additional treatment plant capacity would not be required for the project, as current capacity would be adequate to handle the proposed project. This issue was adequately addressed in the SunRidge Specific Plan EIR.
- f) *No impact.* The existing landfill would adequately accommodate the additional development; therefore, the project would not significantly impact the disposal capacity of the landfill. This issue was adequately addressed in the SunRidge Specific Plan EIR.
- g) *No impact.* The project would comply with all solid waste regulations as implemented and enforced by the City of Rancho Cordova. This issue was adequately addressed in the SunRidge Specific Plan EIR.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------------	--	------------------------------------	--------------

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | ☐ | ☐ | ☒ | ☐ |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects)? | ☐ | ☐ | ☒ | ☐ |
| c) Does the project have environment effects which will cause substantial adverse effects on human beings, either directly or indirectly? | ☐ | ☐ | ☒ | ☐ |

Comments:

- a) *Less than significant impact.* The proposed project would not degrade the quality of the environment, result in an adverse impact on fish, wildlife, or plant species including special status species, or prehistoric or historic cultural resources because project components would be constructed on areas that are not identified as sensitive. The proposed project may temporarily impact the area through less than significant construction-related air quality, noise and traffic impacts. However, by implementing basic regulatory requirements and project conditions of approval, these impacts are effectively reduced to a less than significant level.

Prehistoric or historic cultural resources would not be adversely affected because no archeological or historic resources are known to exist in the project areas and project implementation includes following appropriate procedures for avoiding or preserving artifacts or human remains should they be uncovered during project excavation.

- b) *Less than significant impact.* The project request was not specifically addressed in the SunRidge Specific Plan. This Initial Study has evaluated the limited impacts of the proposed conversion upon the immediate area, however the change may have greater impacts when combined with the other cumulative changes addressed in the EIR for the new General Plan. Mitigation measures

have been developed to reduce identified impacts, should the City determine to add a commercial designation alternative for this project area.

- c) *Less than significant impact.* The proposed project would not have any direct or indirect adverse impacts on humans because construction-related effects would be temporary and are not potentially significant due to environmental control measures incorporated into the project design.

REFERENCES

- City of Rancho Cordova General Plan Map
- City of Rancho Cordova- SunRidge Specific Plan
- Rancho Cordova Incorporation EIR
- City of Rancho Cordova Zoning Code, July 2003.
- Metropolitan Air Quality District, 1994 Air Quality Thresholds of Significance.

**PLANNED SIGN PROGRAM
FOR
SUNRISE AND DOUGLAS
SHOPPING CENTER
RANCHO CORDOVA, CALIFORNIA**

L A N D L O R D

**Donahue Schriber Realty Group, L.P.
200 East Baker Street, Suite #100
Costa Mesa, California 92626
(714) 545-1400**

August 8, 2003

SIGN PROGRAM
FOR
SUNRISE AND DOUGLAS
SHOPPING CENTER
RANCHO CORDOVA, CALIFORNIA

A. PURPOSE AND INTENT

The following criteria has been established for the purpose of assuring a consistent sign design program for the mutual benefit of all occupants. Flexibility of design is encouraged and at the same time over all visual harmony is maintained. Conformity with this criteria will be enforced by the Landlord and the City of Rancho Cordova. Any sign non-conforming or unapproved will be brought into conformity at the expense of the Tenant.

B. GENERAL CRITERIA

1. Prior to manufacture of any sign in the center, the Tenant shall submit to Landlord for approval, four (4) copies of detailed drawings. These drawings shall include the building elevation to which the signs are to be attached, sign dimensions, graphics, location, colors, and method of attachment. This approval must be obtained prior to submittal to the City of Rancho Cordova.
2. All signs shall be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of the Landlord,
3. Prior to the installation and manufacture of any sign, the Tenant shall obtain a sign permit from the City of Rancho Cordova.
4. Each Tenant shall pay all costs for its' signs including manufacture, installation, maintenance, and City permits.
5. Each Tenant shall be responsible for and repair any damage to any surface caused by the signage or its' installation.

6. Landlord reserves the right to periodically hire an independent electrical engineer, at Tenant's sole expense, to inspect the installation of all Tenant's signs. Tenants will be required to have any discrepancies and/or code violations corrected at Tenant's expense. Any code violations, requests for sign removals, or discrepancies not corrected within fifteen (15) days of notice, may be corrected by the Landlord at Tenant's expense.
7. Tenant's sign contractor shall carry workman's compensation and public liability insurance against all damage suffered or done by any and all persons and/or property while engaged in the construction or erection of signs in the amount of \$1,000,000 per occurrence. Evidence of this insurance must be provided to Landlord prior to installation naming Donahue Schriber Asset Management and Donahue Schriber Realty Group, L.P., as additional insured.
8. Upon vacancy, Tenant shall remove sign and restore fascia to original condition at Tenant's sole cost and expense within fifteen (15) days of expiration of term or earlier termination of Tenant's lease.

C. PROHIBITED SIGNS

1. Temporary signs, window signs, placards, flags, pennants, and banners of any type shall be prohibited, except as otherwise previously approved by the Landlord and the City of Rancho Cordova prior to installation.
2. No animated, flashing, audible, off-premise, or vehicle signs are allowed.
3. No exposed raceways, crossovers, conduits, neon tube conductors, transformers are allowed.

D. SIGN CONSTRUCTION

1. All signs and their installation shall comply with all applicable City building and electrical codes, and bear UL label.
2. Tenant's sign contractor shall completely install and connect sign display and primary wiring at sign location per Landlord's approval. Signs are to be connected to the J-box provided by the Landlord, which is connected to Landlord's house panel for uniform control hours of illumination unless otherwise directed by Landlord.
3. All penetrations of exterior fascia to be sealed watertight, and finish to match adjacent material, subject to Landlord's approval.
4. All signs shall be kept in good condition, be legible, adequately repaired, maintained, and painted by the Tenant thereof at all times. All repairs shall

be equal in quality and design to the original signs. The standards for maintenance and repair of signs shall be that which will assure the highest visual quality.

5. All exterior signs shall be secured by concealed fasteners, stainless steel, nickel or cadmium plated.
6. Plastic surfaces to be 3/16" as manufactured for outdoor advertising.
7. All exterior signs shall be mounted 1/2" from the building for proper drainage.
8. Internal illumination to be 60-milli-amp neon installation labeled in accordance with the "National Board of Fire Underwriters Specifications". No other labels or identification will be permitted on the exposed surfaces of the sign except those required by local ordinances.
9. All exposed letter sheet metal returns shall be of 24 gauge, painted with one coat of primer and two coats enamel to match color of face. All trimcap to match the face and returns, 3/4" in thickness.

E. SIGN DESIGN

1. Tenants of Shop Buildings and Pads are required to have a single color internally illuminated sign on their fascia and a non-illuminated sign under the canopy unless otherwise specified in this criteria or approved by Landlord and City of Rancho Cordova. Location of all signs shall be as directed by Landlord and as approved by the City of Rancho Cordova.
2. Signs shall be designed in a manner that is not only imaginative but also of high graphic quality. In addition, signs should be compatible with and complementary to adjacent facades.
3. Logo and letter heights, where specified, shall be determined by measuring the normal capital letter of type font exclusive of swashes, ascenders and descenders.
4. Notwithstanding the maximum square footages specified for copy area allowances, signs and topography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. Signs shall be centered horizontally and vertically over each Tenant space unless otherwise directed by Landlord and approved by the City of Rancho Cordova.

F. SIGN TYPES:

1. Type 1 and Type 2 - Business Identification Signs - Multi-Shop In Line Tenants

Each shop Tenant (less than 5,000 sq.ft. leased space) shall install one set of internally illuminated, individual channel letters on the fascia space as directed by Landlord. Returns to be 5" deep with a acrylic enamel finish and 3/4" trimcap to match color of face. All sign copy shall be one uniform color throughout and one font/letter style. Except in cases where Tenant is part of a national or regional chain (4 or more stores) whose graphics are a part of a registered trademark, in which case, said Tenant would be allowed a letter color in accordance with their corporate specifications. Also, in registered trademark cases, said Tenant will be allowed the letter style(s) in accordance with their corporate specifications. Landlord, at Landlord's discretion, will review signs with the intention of varying the sign colors of adjacent Tenant signs so that adjacent signs are not the same plexiglas color. No can signs shall be allowed except logos not to exceed 10% of allowed area. Maximum vertical sign height for sign Type 1 and 2 is 30" for caps*. Sign length shall not exceed 80% of the leased linear frontage.

(*) Maximum sign area is 2 sq. ft. of sign area for each linear foot of tenant building frontage up to a maximum of 100 square feet per the City of Rancho Cordova's Sign Ordinance. All specifications and locations per Exhibit B.

**A descending stem may drop 6" below baseline provided stem is attached to fascia. No part of any sign will be allowed to extend from the fascia.*

2. Type 3 - Business Identification Signage - Second Elevation

Businesses with a second or third elevation facing onto a street frontage or parking area may have two additional signs at Landlord's and City of Rancho Cordova's discretion duplicating the primary sign up to a maximum square footage as described above. See Exhibit C.

3. Type 4 - Business Identification - Tower Signs

Tenant's in Buildings where leased premises are located at a tower, signage shall conform to sign Type 1 or as otherwise directed by Owner. Maximum length of sign will be 80% of tower width. All other specifications shall adhere to sign Type 1 or 2. See Exhibit D.

4. Type 5 - Business Identification - Mid-Size Tenants

Each mid-size Tenant In excess of 5,000 sq.ft. or more of leased space or occupant of a Single User Pad Tenant shall use one (1) set individual internally illuminated channel letters. All shall conform to sign Type 1 and 2 with the exception of an allowable maximum letter height of 36" and length

shall not exceed 80% of leased lineal frontage. Maximum sign area is the two square feet of building sign area for each linear foot of tenant frontage up to a maximum of 100 sq. ft. per sign per the City of Rancho Cordova's Sign Ordinance. A Single User Tenant of Pad may install matching set of letters on each elevation subject to City of Rancho Cordova's approval and maximum area restrictions.

5. Type 6 - Business Identification - Major Tenant and Supermarket

Anchor Tenant shall install internally illuminated cabinet sign or individual letters see Exhibit E subject to Landlord's and City of Rancho Cordova's approval.

6. Type 8 - Typical Storefront Vinyl Lettering (Optional)

Each Tenant shall be permitted to place upon or adjacent to their entrance, no more than 144 square inches of vinyl Scotchal #3680-20 White Lettering, letter style Helvetica. Application shall not exceed 2" (two inches) in height, indicating hours of business, emergency telephone numbers, etc.

7. Type 9 - Service Door Signage

Tenant shall install service door signage. The purpose of this signage is to identify service door for delivery and emergency purposes only. Sign shall be a 12" (twelve inch) high by 12" (twelve inch) long sheet metal plaque affixed to the rear door with a minimum of 4 (four) self-tapping sheet metal screws. Plaque shall be painted to match door color. Letters may be maximum 4" (four inches) high. Sign is to be centered on the door with bottom edge located 4'-6" (four feet six inches) from floor.

8. Type 10 - Monument Signs

Two double-faced internally illuminated monument signs in general accordance with Exhibit G will be located as shown on the Site Plan. Maximum 15'-0" high, 100 square feet maximum area.

9. Type 11 - Pricing Sign

A pricing sign is permitted for a gasoline station subject to Elk Grove Code Section 17.75.020 and design consistent with sign shown on Exhibit.

G. MISCELLANEOUS

1. Drive-through Restaurant Menu Boards

Pad Tenant with drive-through facilities shall be allowed one menu-board per drive through entrance subject to City of Rancho Cordova sign code.

2. Directional Signs

Pad Tenant shall be allowed four (4) directional signs, subject to restrictions of City of Rancho Cordova Sign Code, each not exceeding four (4) square feet in area and a height of four (4) feet. Said directional sign shall contain only that information necessary for on-site circulation, parking and site information without any advertising. All costs associated with the installation of these signs including any electrical requirements shall be at the sole cost of the Occupant of Pad A.

3. Banners

Seasonal banners attached to the parking lot light poles will be subject to City of Rancho Cordova's approval.

H. **APPROVALS**

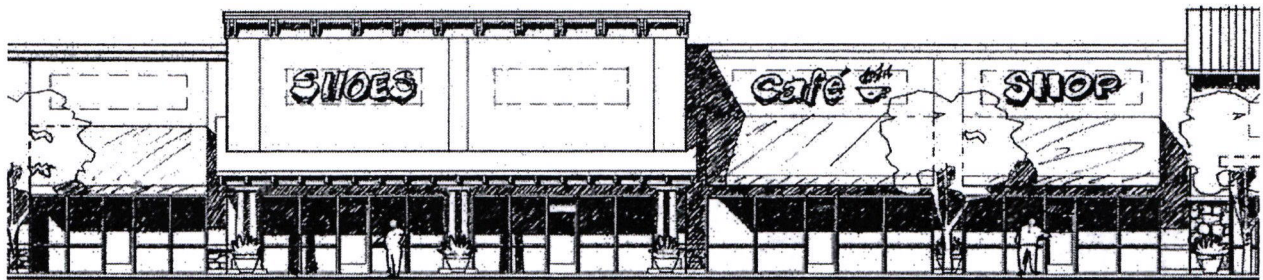
To obtain Landlords approval, submit four (4) copies as outlined in Section B of this criteria, to the Landlord at the following address:

Donahue Schriber Realty Group, L.P.
200 East Baker Street, Suite #100
Costa Mesa, California 92626
Attn: Janet L. Petersen

Please allow approximately two (2) weeks for the approval process. Upon approval, a letter shall be provided to Tenant by Landlord. This letter must be presented to the City of Rancho Cordova to obtain the Tenant's sign permit.

Prior to manufacture of any sign, the Tenant shall obtain a sign permit from City of Rancho Cordova.

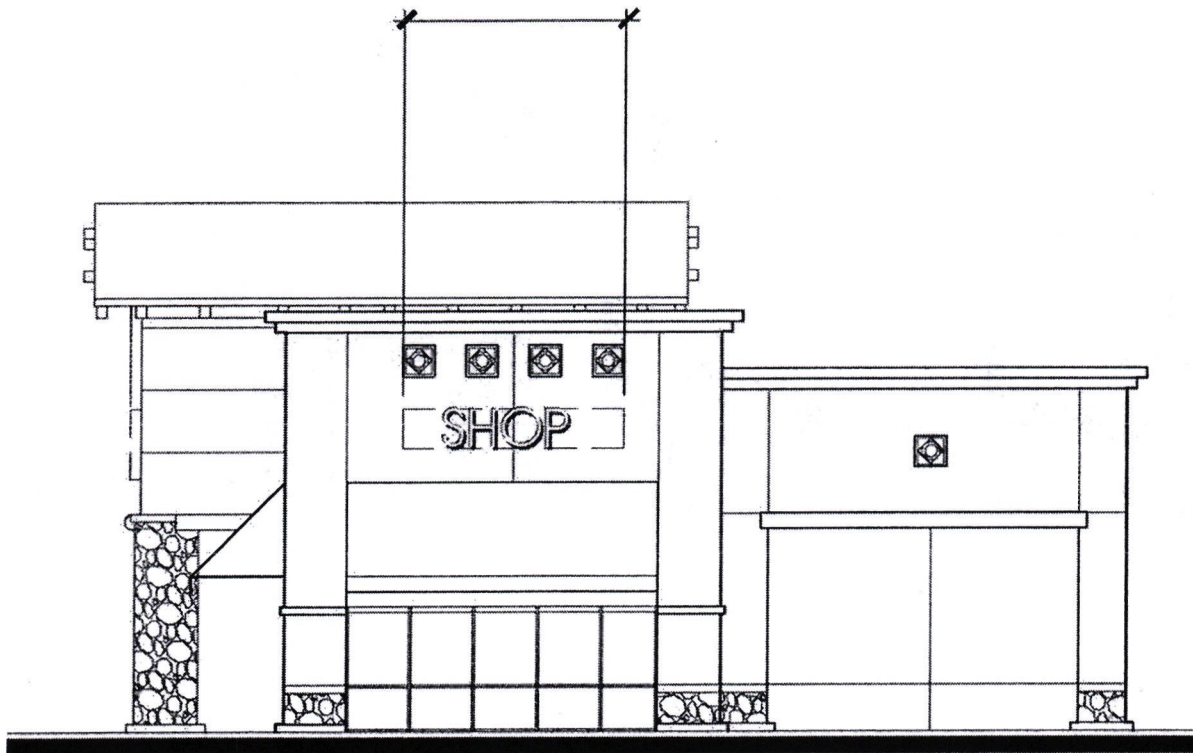
Maximum vertical height for sign
Type 1 and 2 is 30: for caps*.
Sign length shall not exceed 80%
of the leased linear frontage.
Maximum sign area is 2 sq. ft.
of sign area for each linear
foot of tenant building frontage up
to a maximum of 100 square feet.



Type 1 and Type 2
Business Identification Signs
Shop Tenants

Exhibit "B"

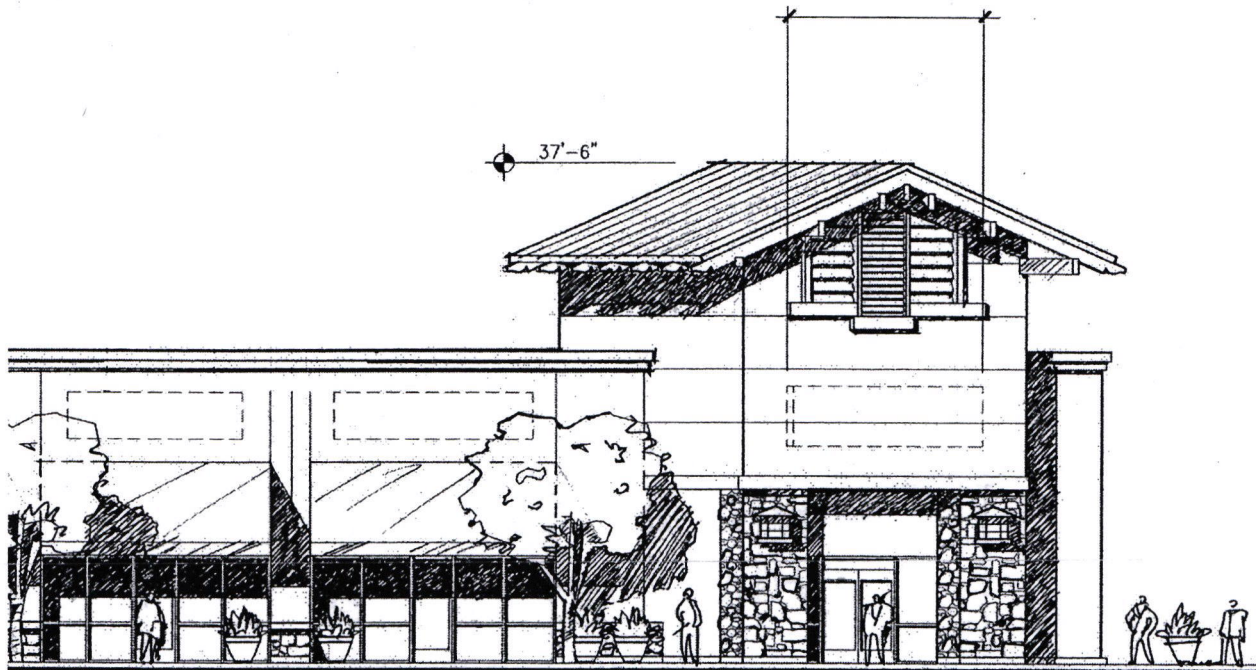
Maximum vertical height for sign
Type 1 and 2 is 30: for caps*.
Sign length shall not exceed 80%
of the leased linear frontage.



Type 3
Business Identification Signage
Second Elevation

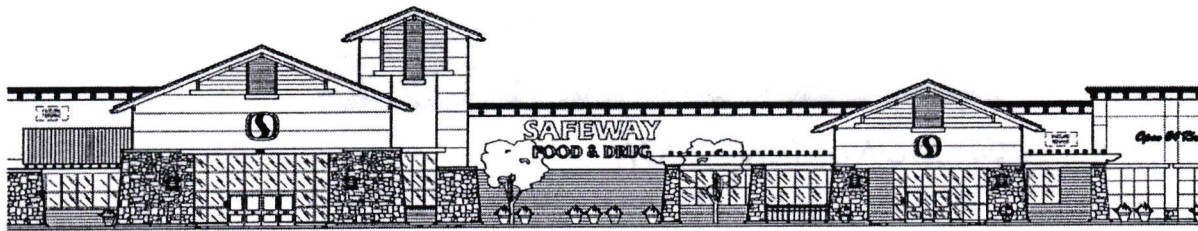
Exhibit "C"

Maximum length of sign will be
80% of tower width.



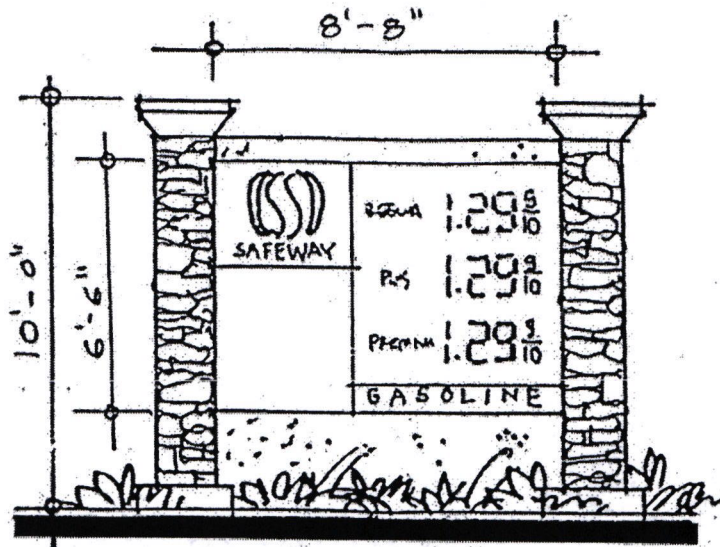
Type 4
Business Identification
Tower Signs

Exhibit "D"



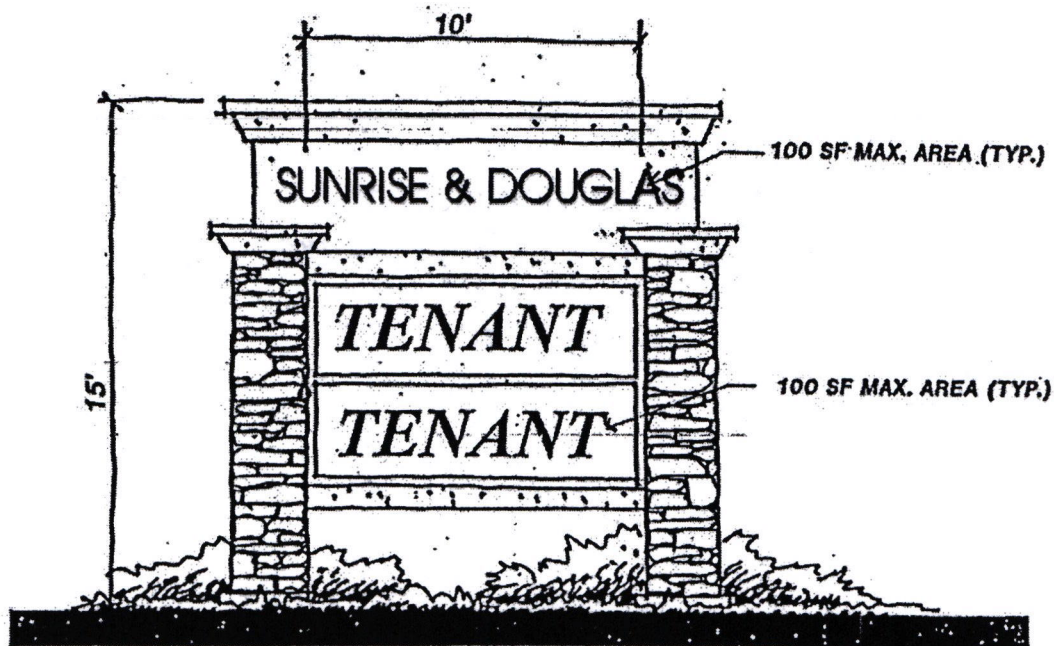
Business Identification
Major Tenant and Supermarket

Exhibit "E"



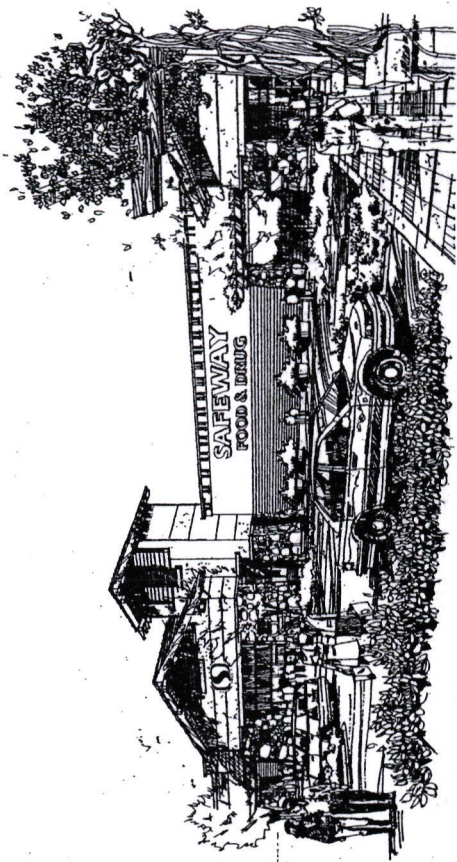
10' HIGH MONUMENT SIGN

Type II
Pricing Sign

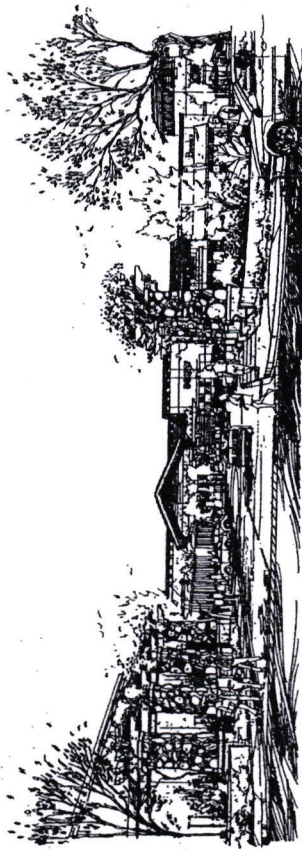


15' HIGH MONUMENT SIGN

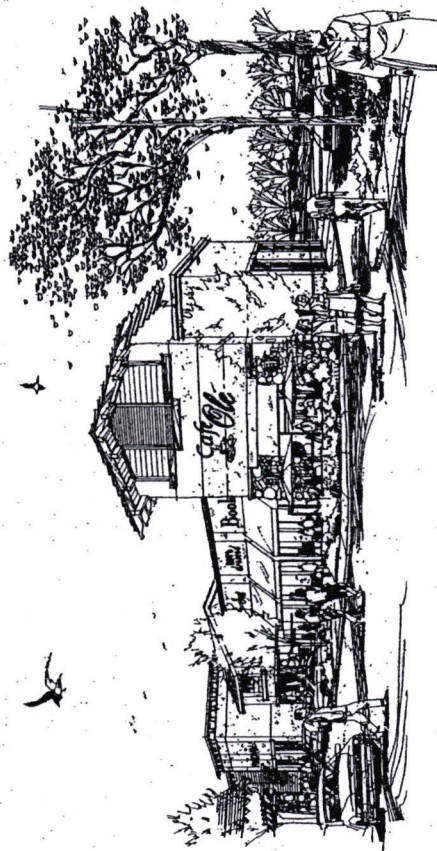
Type 10
Monument Signs



VIEW OF MARKET FROM PEDESTRIAN PATH



VIEW FROM ENTRANCE AT SUNRISE



VIEW OF GATE ENTRY AREA AT IN-LINE RETAIL SHOPS

PROJECT SKETCHES A
DATE: 15 MARCH 2004

Carter Burgess

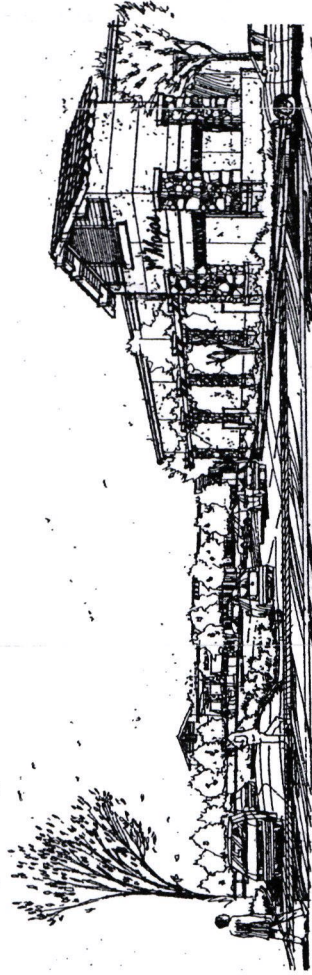
SUNRISE & DOUGLAS



**DONAHUE
SCHIBER**



VIEW OF WATER FEATURE CORNER
SUNRISE & DOUGLAS



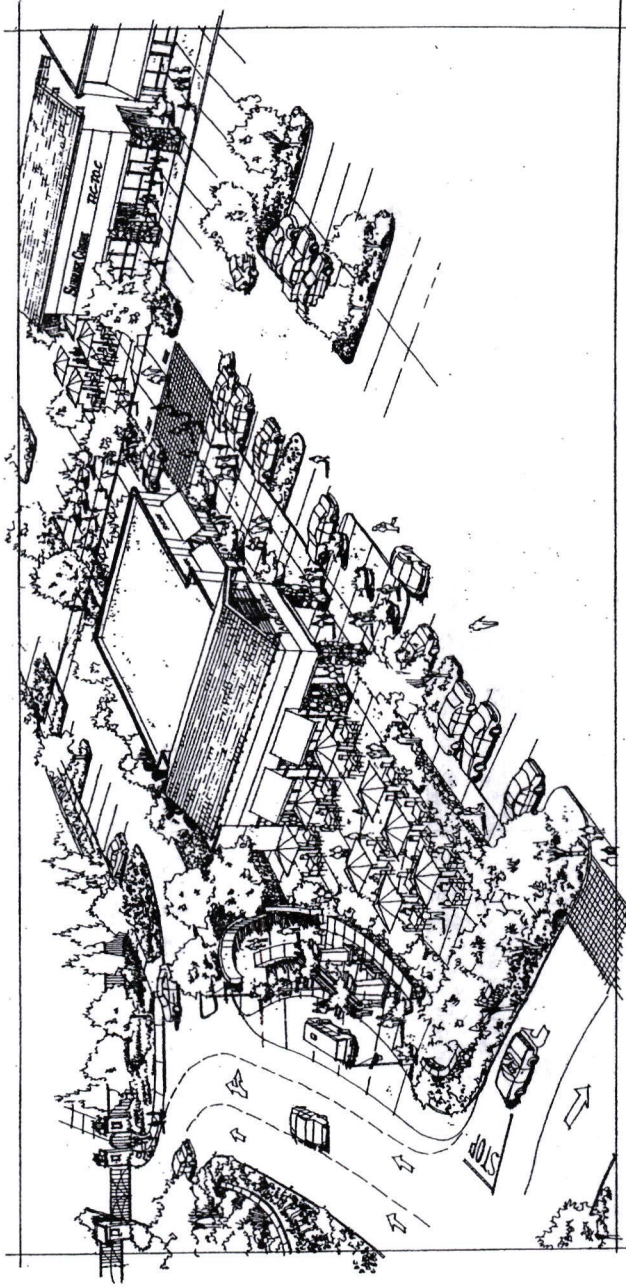
VIEW OF SIGNALIZED ENTRANCE TO PROJECT

SUNRISE & DOUGLAS

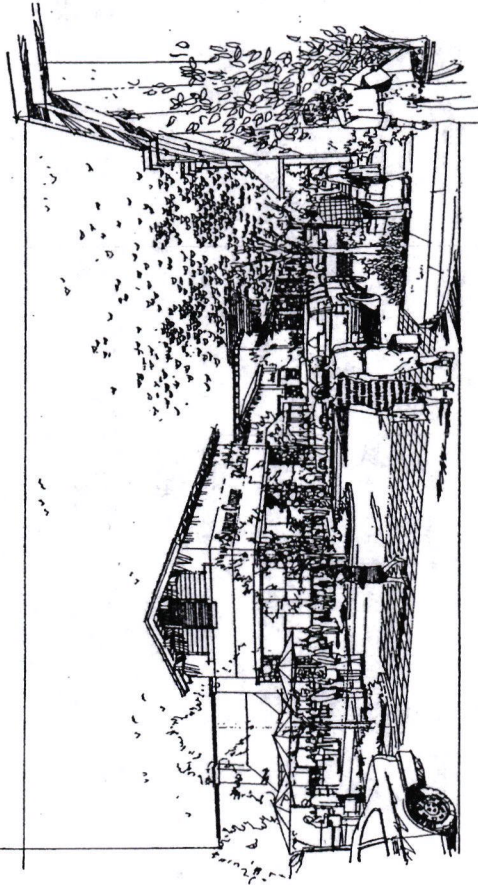
PROJECT SKETCHES B
DATE: 16 MARCH 2004

Carter Burgess





OVERVIEW OF EAST COMMUNITY BUS DROP-OFF
AND GATHERING AREA



VIEW TOWARD SHOPS
AND GATHERING AREA

PROJECT SKETCHES C
DATE: 15 MARCH 2004

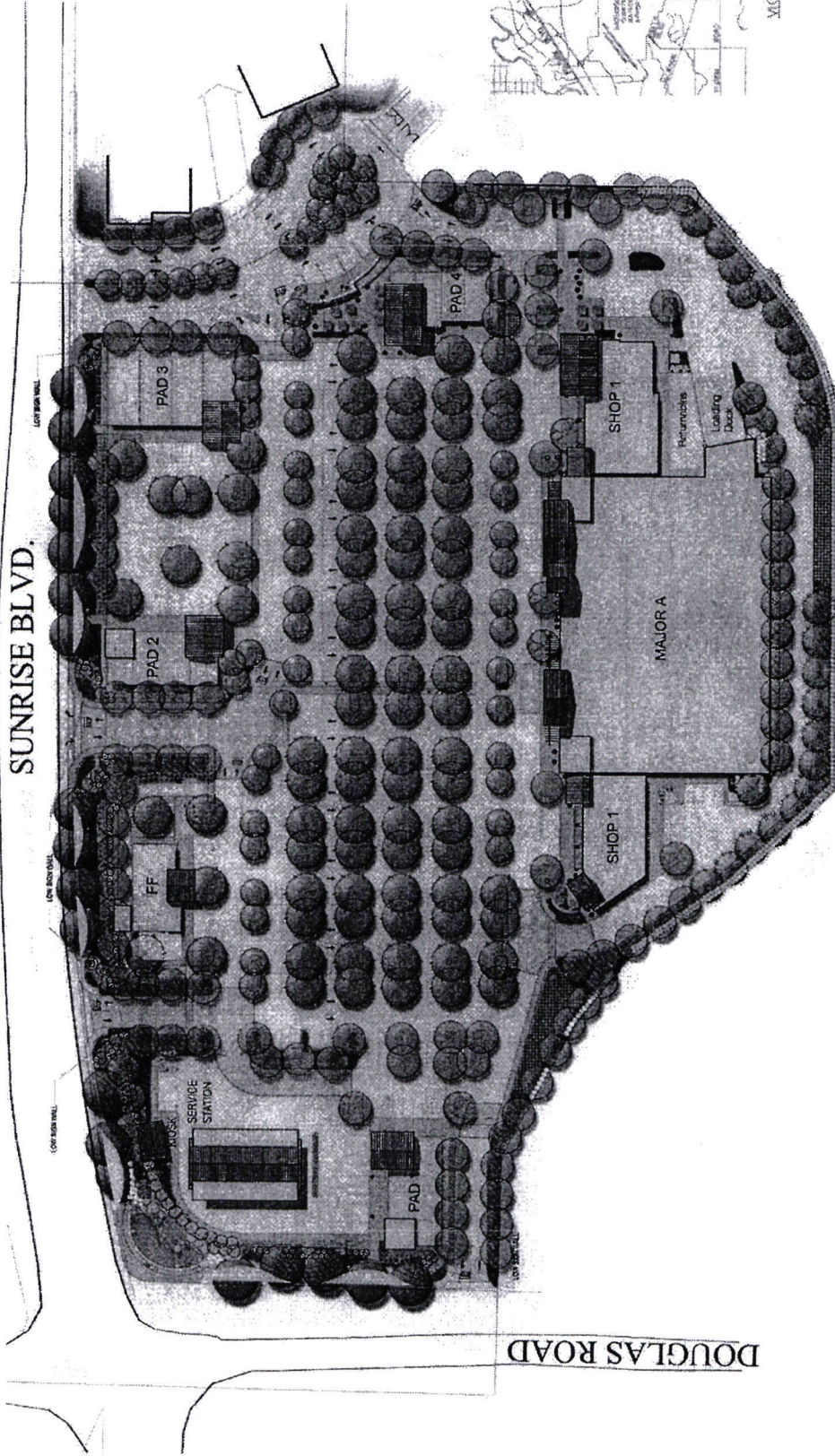
CarterBurgess



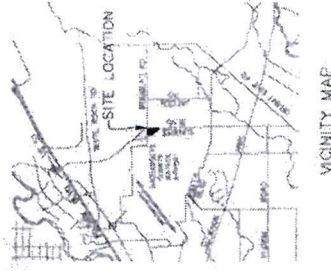
**DONAHUE
SCHRIBER**

SUNRISE & DOUGLAS

SUNRISE BLVD.



DOUGLAS ROAD



PRELIMINARY
PLANTING PLAN

17 MARCH 2004

CarterBurgess

ARCHITECTURE • ENGINEERING • INTERIORS • PLANNING
275 B MCCORMACK AVENUE (714) 327-1400
COSTA MESA, CA 92626 FAX (714) 327-1400

PROJECT NO. 441136



SUNRISE & DOUGLAS

RANCHO CORDOVA, CALIFORNIA



**DONAHUE
SCHRIBER**

200 EAST BAKER STREET, SUITE 100 (714) 545-1400
COSTA MESA, CA 92626 FAX (714) 545-4222

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Project Design Package

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item: 8

Exhibit B: Conditions of Approval

Sunrise Blvd and Douglas Road Shopping Center

	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	This approval is for the design review of the shopping center on the southwest corner of Sunrise Blvd and Douglas Road. The project consists of approximately 98,000sf. of retail commercial space on 13.5 acres. The main anchor of the center is a grocery store (54,847sf), flanked by in line stores totaling 15,500sf, four freestanding pads (1-4) totaling 22,500sf, a fast food restaurant pad and a gasoline station. The project shall be constructed in substantial compliance with the approved master plan set, dated March 15, 2004. The gasoline station Use Permit is void three years after the date of project approval, if the use has not started and the conditions for the gasoline station are included in these Conditions of Approval. The Master Sign Program, dated August 8, 2003 for the Center is part of this approval and shall run with the property, unless amended by the City.	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	Planning	

Exhibit B: Conditions of Approval

Sunrise Blvd and Douglas Road Shopping Center

David - relationship of retail to apt?.

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
3.	If determined to be necessary, provide security personnel to monitor activity of the center 24 hours a day, 7 days a week, including the time during construction.	On-going	Police Department	
	Prior to Issuance of Building Permits			
4.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials stored on site.	Prior to Building Permits	Metro Fire District	
5.	Incorporate storm water quality measures in conformance with applicable County ordinance and standards and state and federal law pursuant to Table 2-1 of the County of Sacramento "Guidance Manual for On-Site Stormwater Quality Control Measures".	On Improvement Plans	Department of Water Resources	
6.	A Notice of Intent (NOI) must be filed with the State Water Resources Control Board, prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPP) must be developed for the project.	On Improvement Plans	Department of Water Resources	
7.	Each phase of the development shall be reviewed for architectural and site plan consistency with the approved plans by the Planning Director. The first phase shall be improved as shown on page 4 of 22 of the approval master plan. Any	Prior to Building Permits	Planning	

Exhibit B: Conditions of Approval Sunrise Blvd and Douglas Road Shopping Center

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	significant change to the development may require review and approval by the City, at the Planning Director's discretion.			
8.	A note on the first phase improvement plans shall indicate an agreement to accommodate an emergency fire access on the <u>adjoining residential property, if necessary. The access may be located along the rear access road, behind the grocery store pad to the satisfaction of Metro Fire and the Planning Director.</u>	Prior to Building Permits	Planning	
9.	All new signs shall be regulated by the "Sign Program for the Sunrise and Douglas Shopping Center". Any change to the adopted sign program shall be reviewed and approved by the Planning Director.	Prior to Building Permits	Landlord and Planning	
10.	Final landscape plans shall be reviewed and approved as part of the first phase development. The plans shall include the public right of way improvement along Sunrise Blvd and Douglas Road, all parking lot improvements and the transit loop.	Prior to Building Permits	Planning and Parks	
11.	Developer shall pay any City adopted impact fee that is applicable, at the time of building permit issuance.	Prior to Building Permits	Planning	
12.	Grocery store applicant shall implement a shopping cart program, which may include but not limited to electronic or mechanical devices that will restrict the removal of shopping carts from the site or grocery loading areas, to be approved by the Planning Director.	Prior to Building Permits of the grocery pad <i>Safe way</i>	Planning <i>covered @ bus stop</i>	

\$100/cart

*165 carts here
"cartrows"*

Exhibit B: Conditions of Approval Sunrise Blvd and Douglas Road Shopping Center

Prior to Occupancy Permits				Enforcement/ Monitoring	Verification (date and Signature)
13.	Construct the buildings and install final site landscaping according to the approved plans in the first phase and receive approval by the Planning Director. An agreement for the on going maintenance of the public right of way improvements shall be agreed to with the Cordova Parks District.	Prior to Final Inspection	Planning		
14.	Obtain appropriate permits from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources		
15.	At the time of occupancy of the gasoline station, the following conditions shall apply to its operation: - No amplified sound or music shall be permitted at any time. - No roof mounted advertising shall not be permitted on the canopy or the sales kiosk.	Prior to Final Inspection of the gasoline station	Planning		

See current code
Don't know
UP
Tim Foley
affect on Morrison Creek
Rich Chavez - Deucet
Larry Ladd
Don Peterson
Dev. Dave Marsden
Safe way, people
engineer also
CC&P's on property
no verbal pool impact
recirculating pump on fountain.



City Council Staff Report

April 19, 2004

Project: Villages at Zinfandel- Stone Creek Apartments
File: RC-03-066
Request: Design Review for the Stone Creek Apartment Development.
Location: Adjacent to Spoto Drive, west of Zinfandel Drive within the Villages of Zinfandel Special Planning Area (SPA).
APN: 072-2370-004
Planner: William Campbell, Principal Planner

<u>OWNER</u>	<u>ARCHITECT:</u>	<u>ENGINEER:</u>
Elliott Homes 80 Iron Point Circle, Ste. 110 Folsom CA, 95630 Attn: Price Walker	Meyer Architecture and Planning 90 East Escalon, Suite 123 Fresno, CA 93710 Attn: Rich Gomez	G.C. Wallace Engineering 2150 River Plaza Drive Suite 100 Sacramento, CA 95833 Attn: Andrea Negley Mayer

Recommendation

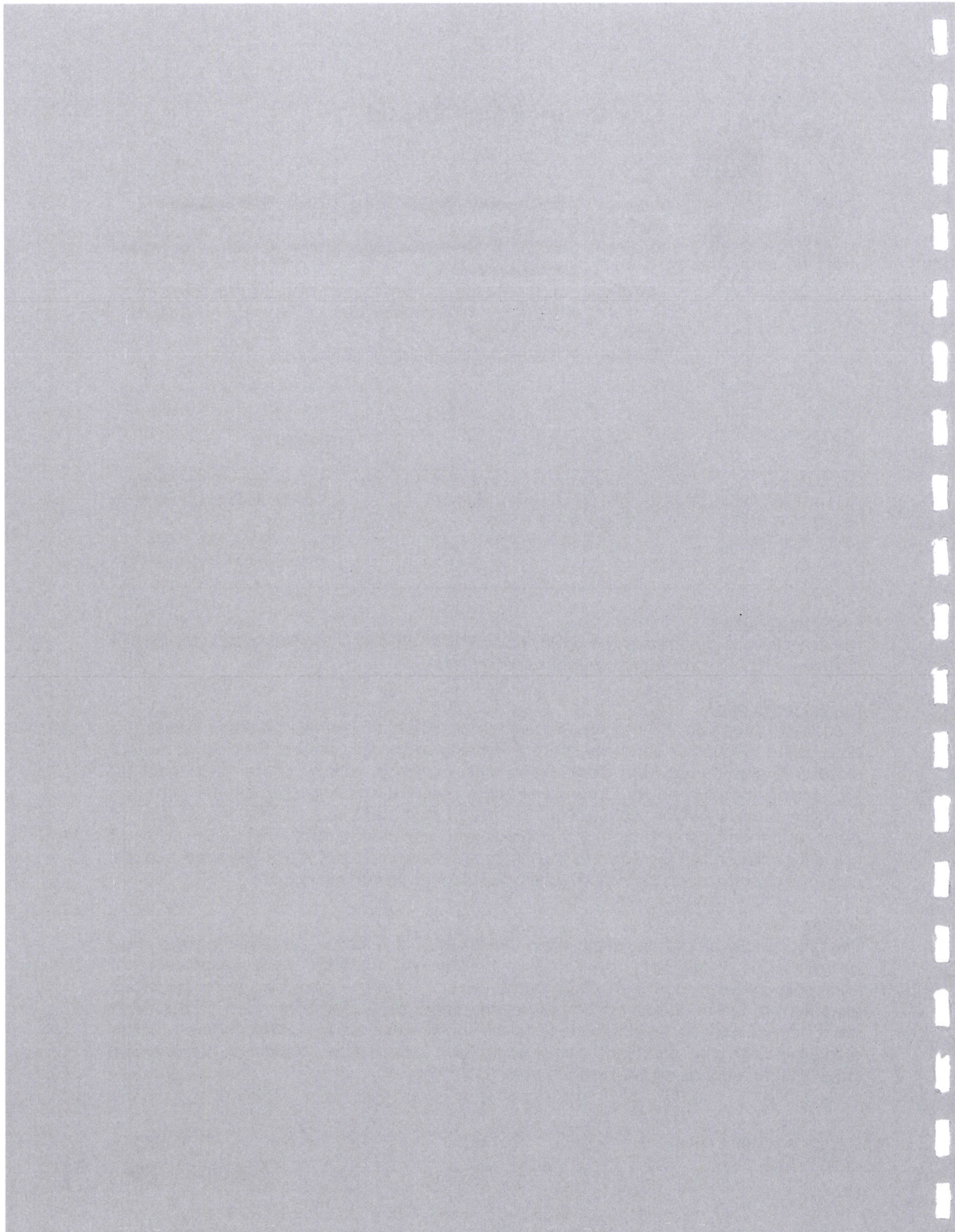
The City Council determines the project consistent with the Stonecreek and City Design Guidelines and approves the project as submitted.

Project Description

The project proposes 288 multi-family residential units in the Medium Density Residential area of the Villages of Zinfandel Special Planning Area. The project provides a central recreation club house and pool, along with common activity areas and a tot lot surrounding the club house. Internal walkways link the buildings through the common landscape areas, which connect to the green belt corridor that links the project to other residential, commercial and business land uses. Several direct safe paths of travel for children are provided to the future elementary school site to the west and the project is directly across Spoto Drive from the 23 acre community park.

Setting

The proposed project is located within the Villages of Zinfandel Special Planning Area and would be encompass approximately 17.08 acres. The project site is located off of Bear Hollow Road, southwest of Zinfandel Drive. The site is bounded by a greenbelt easement to the northeast and a new elementary school site to the west. The project site is bounded by undeveloped land to the south with existing single-family residences along the north and northeast. Surrounding land uses include residential, commercial, industrial, institutional, and recreation uses.



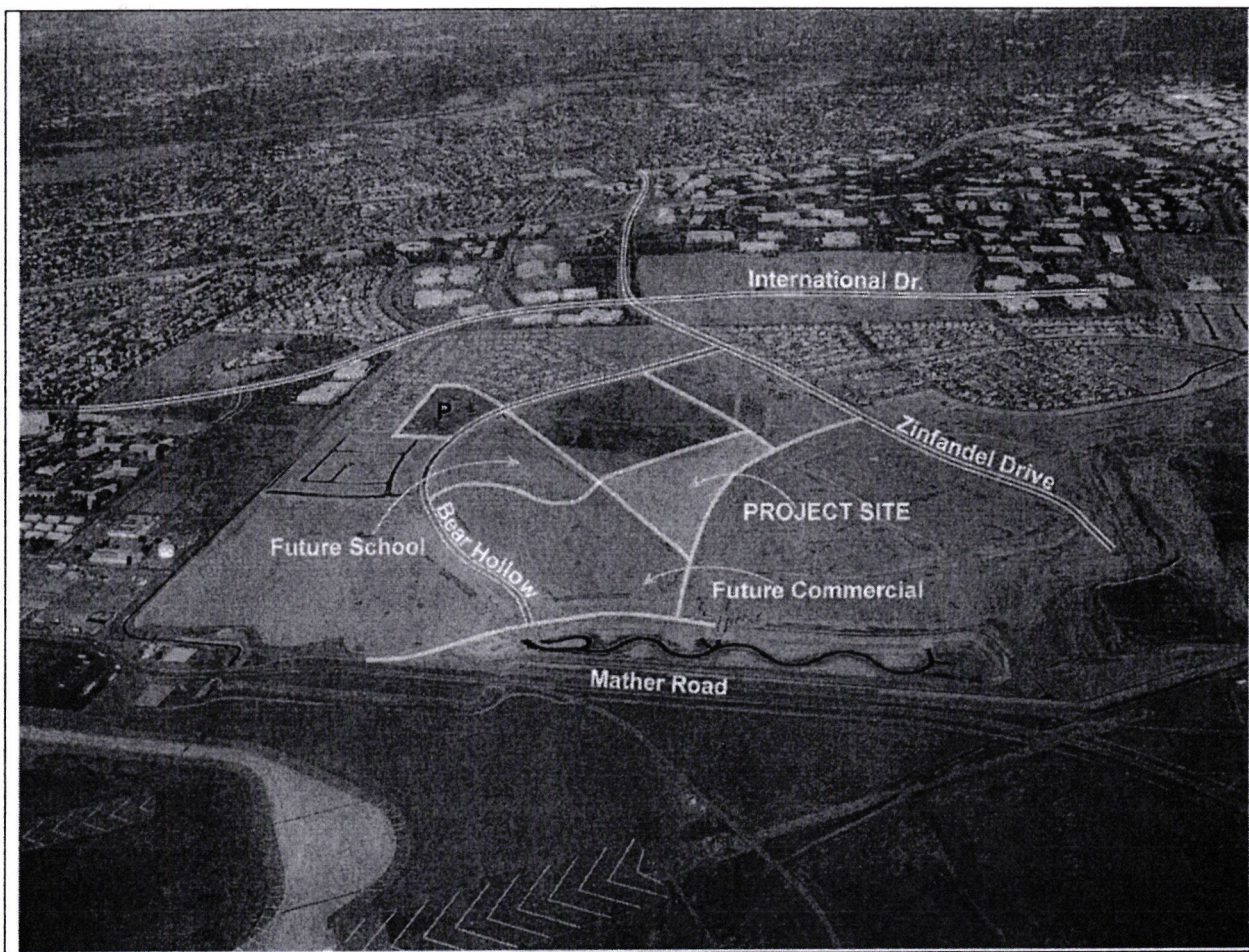


Figure 1 Vicinity Aerial

Background

The Planning Commission on March 11, 2004 held a hearing to consider the proposed apartment project in the Villages of Zinfandel. The Commission received a staff report and heard from the applicant's architect during the public hearing. The Commission felt the project was well designed and asked site plan related questions regarding internal and external pedestrian access, pavement treatments, and building orientation. Architectural features of the site such as landscaping, the color choice of materials and building design were acceptable. One Commissioner asked about the impact of the transient student population upon the future elementary school. Cordova-Folsom School District estimates the apartment complex would yield approximately .05 children per apartment. Using this figure, the estimated number of children using the neighborhood schools would be 10 to 15. At the conclusion of their discussion, the Planning Commission unanimously approved the project and recommended it be sent to the City Council for final approval with the design materials and subject to the Conditions of Approval.

vehicular corridor and presents an appealing and continuous theme along a sidewalk, street or trail.

6. *Landscaping that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street and pedestrian walkways.*

Findings to support the design objectives:

1. The project has been designed to lessen the mass and scale of the project to the surrounding neighborhood. The building unit sizes vary in size, mass and the three story buildings have been angled away or have side elevations to Spoto Drive in order to reduce the visual impact to the existing single-family residential units.
2. The design features of the project including enhanced architectural treatments of the windows, balconies, decorative trims, color schemes and moldings to reduce the monotony of the large scale of this project.
3. The project site does not have significant natural features that required consideration in the placement of buildings within the site design.
4. The project is designed with a "Mediterranean" character. The buildings are well articulated and the use of stucco, veneers and color lend to the attractiveness of the project.
5. The project has significant street frontage along Spot Drive and has developed a landscape plan to compliment the future improvement on the other side of Spoto Drive. The recreation building will be visible from the street through the main entry feature. As shown in the project plans, the applicant is providing extensive landscaping to establish an appealing and continuous theme along Spoto Drive including landscaping that will soften the appearance of pavement and structures and provide a tree canopy. The interior landscaping will provide definition to the pedestrian and vehicular corridors.
6. The proposed project is a market rate apartment complex which does not include any affordable rate units. The surrounding neighborhood provides an adequate supply of affordable rate units.

Environmental Analysis

The project was previously analyzed in the EIR for the Villages of Zinfandel Special Planning Area. Within the allocation of development for the total project, the Medium Density Residential was anticipated to generate between 256 to 341 dwelling units at 15 du's to 20 du's per acre. The project is within the range and therefore consistent with the analysis in the EIR. No other environmental impacts were identified during the review of this project.

Financial Impacts

There would not be a financial impact to the City with the approval of this program. A financing plan and associated fee program have been adopted for this planning area, which this project would be subject, should the project be approved.

Summary

The project will provide a multi-family housing product in the core area of the Villages at Zinfandel that will provide for a variety of unit sizes and price availability. The projects will provide convenient housing opportunities close to the future commercial and office complexes, and provide significant links to open space corridors and educational amenities within the plan area.

Recommended Motions

1. *Move the City Council determine the project is consistent with the previously adopted EIR for the Villages of Zinfandel.*
2. *Move the City Council approve Resolution 45-2004, supported by the findings contained in the resolution, and according to the design package (Exhibit A), and subject to the Conditions of Approval (Exhibit B).*

ATTACHMENTS

1. Resolution 45-2004
2. Design Package- site plan, building elevations, landscape plan and details, color samples and colored building elevations (Exhibit A)
3. Conditions of Approval (Exhibit B)

RESOLUTION # 45-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A DEVELOPMENT PLAN REVIEW
FOR THE STONECREEK APARTMENTS
PROJECT # RC-03-066**

WHEREAS, Elliott Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Development Plan Review to construct a 288 unit apartment complex on 17.08 acres in the Villages of Zinfandel (Assessor's Parcel Numbers 072-2360-004); and

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

WHEREAS, an Environmental Impact Report was prepared in accordance with the California Environmental Quality Act (CEQA) for the Villages of Zinfandel project, which this project is a part and consistent with the analysis; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. Approve the Development Plan Review based on the following:

CEQA

- a. Finding: The proposal will not have a significant adverse impact on the environment and a environmental assessment has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: An EIR for the Villages of Zinfandel was prepared for the entire project and mitigation measures have been developed that would reduce potential environmental impacts to less than significant levels. On the basis of the EIR, comments received, and the whole record, there is no substantial evidence the project would have a significant adverse impact on the environment.

DEVELOPMENT PLAN REVIEW

b. Findings:

1. High quality building designs that consist of durable and maintainable materials and that provide visual interest and diversity to the community.
2. Building designs that maintain human scale and interest.
3. Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.
4. Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
5. Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
6. Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence to support the design objectives:

1. The project has been designed to lessen the mass and scale of the project to the surrounding neighborhood. The building unit sizes vary in size, mass and the three story buildings have been angled away or have side elevations to Spoto Drive in order to reduce the visual impact to the existing single-family residential units.
2. The design features of the project including enhanced architectural treatments of the windows, balconies, decorative trims, color schemes and moldings to reduce the monotony of the large scale of this project.
3. The project site does not have significant natural features that required consideration in the placement of buildings within the site design.
4. The project is designed with a "Mediterranean" character. The buildings are well articulated and the use of stucco, veneers and color lend to the attractiveness of the project.
5. The project has significant street frontage along Spot Drive and has developed a landscape plan to compliment the future improvement on the other side of Spoto Drive. The recreation building will be visible from the street through the main entry feature. As shown in the project plans, the applicant is providing extensive landscaping to establish an appealing and continuous theme along Spoto Drive including landscaping that will soften the appearance of pavement and structures and provide a tree canopy. The interior landscaping will provide definition to the pedestrian and vehicular corridors.
6. The proposed project is a market rate apartment complex which does not include any affordable rate units. The surrounding neighborhood provides an adequate supply of affordable rate units.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of April, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Design Package

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item: 9

EXHIBIT B: CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved plans (Exhibit A). Any deviations to the plans may require additional review and approval by the City.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
Prior to Issuance of Improvement Plans				
3.	The size, number and location of driveways shall be to the satisfaction of the Department of Public Works. A driveway width of 35 feet.	On Improvement Plans	Department of Transportation	
4.	The access control gates must be designed to the satisfaction of the Department of Public Works, the Planning Department, the County Sanitation District 1, the County Sheriffs Department and Metro Fire.	On Improvement Plans	Department of Transportation	

routes at
 3bdw house = \$1500/mo.
 1bdw = \$900/mo.
 - 354 orig. -
 now 288 -
 Ricardo Gomez
 • lots of ped connections
 • no perimenter wall.
 • open fencing
 • face of oldas toward
 N.E. to S - not away

EXHIBIT B: CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
5.	Sewer easements will be required. All sewer easements shall be dedicated to CSD-1 in a form approved by the District Engineer. All sewer easements shall be 20 feet in width and ensure continuous access for installation and maintenance.	On Improvement Plans	CSD-1	
6.	Provide drainage easements and install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	On Improvement Plans	Department of Water Resources	
7.	Incorporate storm water quality measures in conformance with applicable County ordinance and standards and state and federal law pursuant to Table 2-1 of the County of Sacramento "Guidance Manual for On-Site Stormwater Quality Control Measures".	On Improvement Plans	Department of Water Resources	
8.	A Notice of Intent (NOI) must be filed with the State Water Resources Control Board, prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPP) must be developed for the project.	On Improvement Plans	Department of Water Resources	
	Prior to Issuance of Building Permits			
9.	Every building shall be accessible to fire district fire apparatus by means of an all-weather driving surface designed to meet Traffic	Prior to Building	Metro Fire District	

EXHIBIT B: CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Index 5.5. The access shall be a minimum of 20 feet wide and have a minimum turning radius of 38 feet inside and 58 feet outside. The minimum vertical clearance for fire access lanes is thirteen (13) feet six (6) inches. The access roadways are to be extended within 150 feet of all portions of the exterior walls of the first story. Dead-end fire department access roads in excess of 150 feet shall be provided with an approved means for turning around the fire apparatus. The fire apparatus access land and turnaround shall be identified in accordance with the California Vehicle Code.	Permits		
10.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials stored on site.	Prior to Building Permits	Metro Fire District	
11.	The building and landscape plans shall be reviewed for architectural consistency with the approved drawings by the Planning Director.	Prior to Building Permits	Planning	
	Prior to Issuance of Occupancy Permits			
12.	An inspection of the finished building and site plan changes shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
13.	Install final site landscaping according to the approved plan. The total site landscaping shall be installed and accepted by the Planning Director, prior to occupancy of buildings. If the project is phased, each phase shall be installed and accepted by the	Prior to Final Inspection	Planning	

EXHIBIT B: CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Planning Director.			
14.	Building numbers shall be posted on each building in locations and heights as to allow visibility by responding public safety personnel.	Prior to issuance of Occupancy Permits	Sheriff's Department	
15.	There shall be on-site lighting to allow for adequate visibility by residents, law enforcement and passersby during nighttime hours. All lighting fixtures shall be of a type and kind to resist breakage and other vandalism.	Prior to issuance of Occupancy Permits	Sheriff's Department	
16.	A lighted monument sign shall be placed outside the main access gate identifying building numbers and corresponding apartment numbers located in that building.	Prior to issuance of Occupancy Permits	Sheriff's Department	

Memorandum



Date: April 19, 2004

To: City Council

From: Paul Junker, Planning Director
William Campbell, Principal Planner

Subject: Mather GET

At the regular meeting of the City Council on April 5, 2004; the Mather GET water treatment facility project was continued to April 19, 2004, to allow the applicant to prepare additional information requested by the Council. Staff met with the applicants the next day and discussed the need to prepare better exhibits of the surrounding area, an architectural illustration of the new building, improving site landscaping and provide greater detail regarding on-site lighting and security fencing.

As of the date for completing the agenda, the applicant was not able to produce the additional information. Staff is requesting the matter be continued to the May 3rd meeting to give the applicant more time to prepare the requested information.

Recommendation

"Move to continue the Development Plan Review for the Mather GET Water Treatment Facility to the May 3, 2004 meeting."

Staff Report



Date: April 19, 2004

To: Honorable City Council

From: Thomas L. Trimberger, Building Official
Adam U. Lindgren, Assistant City Attorney

Subject: Ordinances Amending Chapters 16.02, "Uniform Administrative Code," 16.04, "Building Code," 16.24, "Plumbing Code," 16.28, "Electrical Code," 16.32, "Mechanical Code," and 16.36, "Swimming Pools," of the Rancho Cordova Municipal Code

RECOMMENDATION

1. Open Public Hearing;
2. Receive the staff report;
3. Receive testimony;
4. Close Public Hearing; and
5. Introduce each of the attached ordinances, waive their full reading, and continue the ordinances to the Council meeting of May 17, 2004 for adoption.

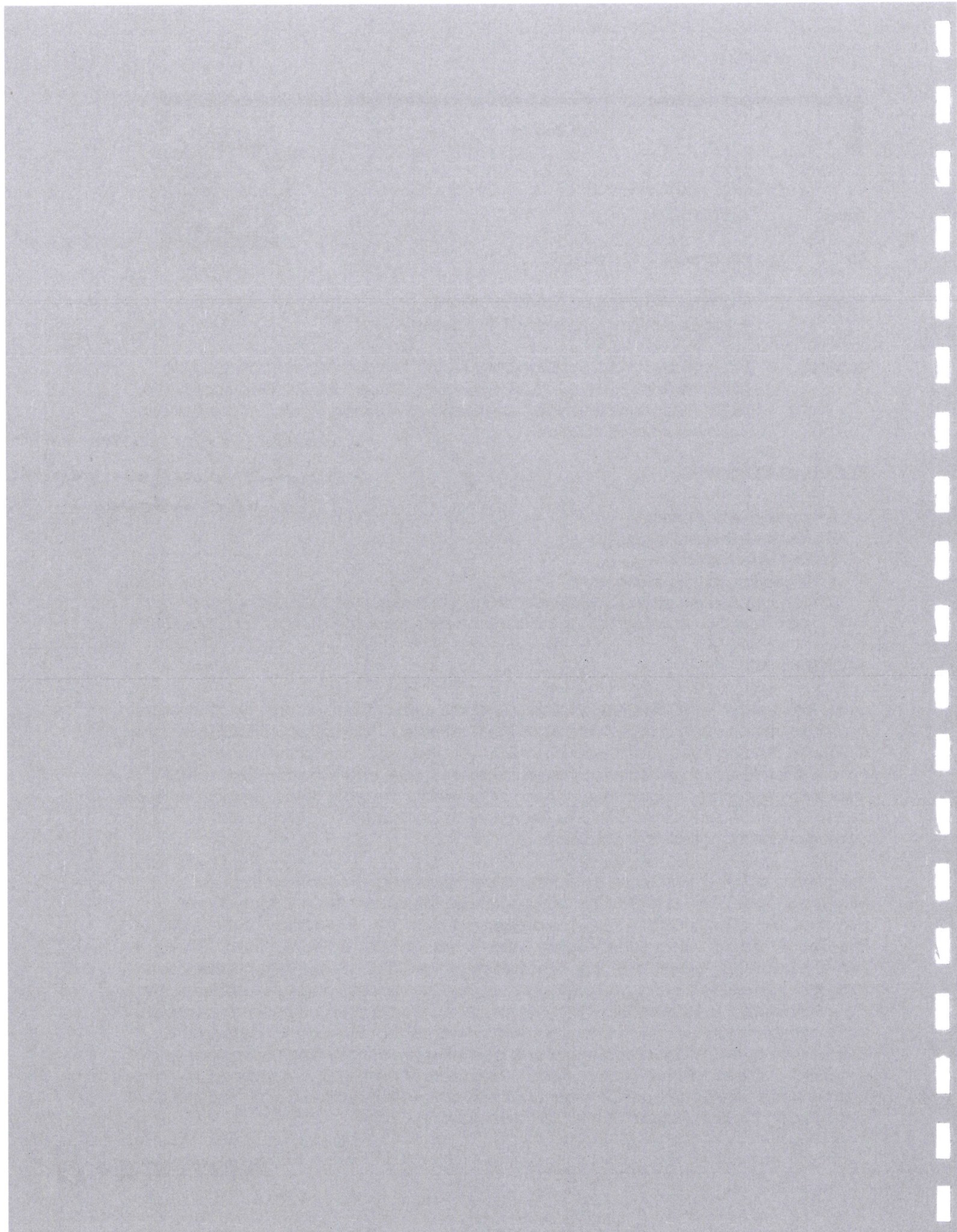
One motion

*• model code every 3 yrs.
• adopt and/or revise
as necessary.*

BACKGROUND

Every three years, the California Building Standards Commission, along with other state agencies, reviews and amends Title 24 of the California Code of Regulations, a.k.a. the California Building Standards Code (the "CBSC"). The CBSC contains several subcodes – the California Building Code, California Electrical Code, etc. – that are applicable and enforceable at the local level. Once adopted by the state, local jurisdictions, such as the City, may amend the CBSC as necessary to account for local climatic, geological or topographical conditions.

The current building, electrical, mechanical and plumbing provisions of the City's Municipal Code were adopted by reference from the Sacramento County Code. However, the County Code provisions are based upon the 1998 edition of the CSBC. The County did not update the County Code when the 2001 edition of the CSBC went into effect in 2002. As a result, the 2001 edition of the CSBC, as currently drafted, sets forth the applicable construction standards in the City and the changes made by the County to reflect local conditions may no longer be applicable. In order to ensure that local conditions are accounted for, staff recommends that the Council amend the City's building, electrical, mechanical and plumbing provisions, which will adopt and amend the applicable subcodes of the 2001 edition of the CBSC. To this end, it will also be necessary to amend Chapter 16.02, "Uniform Administrative Code," since it is based upon the first chapter of the California Building Code.



Finally, although it is not a part of the CBSC, staff also recommends that the Council amend Chapter 16.36, "Swimming Pools," which adopts the 1997 edition of the Uniform Pool, Spa and Hot Tub Code. The Uniform Pool, Spa and Hot Tub Code was updated in 2000 and staff recommends the adoption of this version in order to stay up-to-date with the building standards contained in that code.

FINDINGS AND FILING REQUIREMENTS

State Law requires that all local amendments to the California Building Standards Code be filed with the California Building Standards Commission. When filed, the amendments must be accompanied by local findings identifying the local climatic, geological or topographical conditions necessitating the changes. A draft resolution of Findings is attached. The filing will be made subsequent to the Council's adoption of the attached ordinances and the Resolution of Findings.

In order to give builders a sufficient time to adjust to the changes, staff recommends that the second reading of the ordinances and adoption of the Resolution of Findings be postponed until the May 17, 2004, City Council meeting.

AMENDMENT DRAFTING PROCESS

The attached draft ordinances contain local code amendments. These amendments were developed by comparison with local jurisdictions, and feedback from Building and Safety staff, local contractors, builders, designers and enforcement personnel. Building and Safety staff coordinated with SMUD, Building Industry Association (BIA), Association of Mechanical and Plumbing and Contractors (AMPC), Plumbing Cooling Contractors Association (PHCC), Sacramento Valley Association of Building Officials (SVABO), The Local Chapter of the International Association of Plumbing Mechanical Officials (IAPMO). There has been no opposition from these organizations

The overall philosophy of the adoption has been to keep the mandatory code requirements to the minimum specified by model code organizations. These code organizations promulgate codes with many years of development, and tens of thousand of hours from professionals of many jurisdictions. Every aim was taken to avoid the addition of unnecessary restrictions.

Even though the goal was to minimize the amendments, several amendments have been made. Several are a result of coordination with local requirements by SMUD and/or Sacramento Metropolitan Fire District requirements. All modifications to building standards are connected to climactic, geographic and/or topographical findings as required by state regulation. All are continuations of existing practices and amendments from Sacramento County and surrounding jurisdictions.

See Attachment 1 for a brief description of each locally proposed amendment.

FINANCIAL ANALYSIS

There is no significant financial impact on the City or on the public.

REQUESTED MOTION

1. "I move that the City Council introduce the attached ordinances amending Chapters 16.02, "Uniform Administrative Code," 16.04, "Building Code," 16.24, "Plumbing Code," 16.28, "Electrical Code," 16.32, "Mechanical Code," and 16.36, "Swimming Pools," of the Rancho Cordova Municipal Code, waive their full reading, and continue them to the Council meeting of May 17, for adoption."

ATTACHMENTS

1. Descriptions of Local Amendments
2. Draft Resolution of Findings
3. Ordinance Amending Chapter 16.02, "Uniform Administrative Code"
4. Ordinance Amending Chapter 16.04, "Building Code"
5. Ordinance Amending Chapter 16.24, "Plumbing Code"
6. Ordinance Amending Chapter 16.28, "Electrical Code"
7. Ordinance Amending Chapter 16.32, "Mechanical Code"
8. Ordinance Amending Chapter 16.36, "Swimming Pools"

TOPICAL INDEX OF OPTIONAL ELEMENTS

Administration	Aesthetics
Agriculture	Air Quality
Airports	Archaeological
Bicycle	Biological Resources
Child Care	Coastal
Commerce	Community Development
Cultural/Arts	Design
Economic	Education
Emergency	Energy
Environmental	Fire Protection
Fiscal	Flood Control & Drainage
Forestry	Geothermal
Governance	Growth Management
Hazardous Waste	Historic Preservation
Implementation	Military Reservation
Mineral Resources	Parking
Parks & Recreation	Public Facilities
Redevelopment	Regionalism
Resource Conservation	Scenic Highway
Seismic	Services
Social Services	Trail ways
Transportation	Urban Boundaries
Waste Management	Water Resources

CITY OF RANCHO CORDOVA

RESOLUTION NO. 12-2004

**A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA
FINDING AND DETERMINING THE NEED FOR MODIFICATIONS TO THE
CALIFORNIA BUILDING STANDARDS CODE**

RECITALS

WHEREAS, Title 24 of the California Code of Regulations, also known as the California Building Standards Code ("CBSC"), contains construction standards applicable to local jurisdictions throughout the state including the City of Rancho Cordova ("City"); and

WHEREAS, when reasonably necessary due to local climatic, geological, or topographical conditions, Health and Safety Code Sections 17958.5 and 18941.5 permit the City to establish more restrictive building standards than those set forth in the CBSC; and

WHEREAS, before making changes to the CBSC pursuant to Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City is adopting local amendments to the following subcodes of the CBSC: the California Building Code, the California Plumbing Code and the California Electrical Code; and

WHEREAS, these local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Rancho Cordova, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work live and play within the City's boundaries; and

WHEREAS, once adopted, the City is required to file its local amendments and findings with the California Building Standards Commission.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby declares and finds the following:

- A. The City, pursuant to the authority granted it under California Health and

Safety Code Sections 17958.5 and 18941.5, has determined that there is a need to establish building standards that are more restrictive than those adopted by the State of California and found in Title 24 and Title 25 of the California Code of Regulations. These new building standards have been determined by the City of Rancho Cordova to address the problems, concerns and future direction by which the City can establish and maintain an environment which will afford an appropriate level of fire and life safety to all who live and work within its boundary.

B. The City has determined that it is necessary to amend state building standards found in the following subcodes of the California Building Standards Code: the California Building Code, the California Electrical Code and the California Plumbing Code. The City's amendments to these subcodes are set forth in Rancho Cordova Ordinances _____, _____, and _____, respectively.

C. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state building standards at the local level must be reasonably necessary due to local climatic, topographical and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact address and present the local climatic, topographical, and/or geological conditions, which either singularly or in combination, have caused the aforementioned amendments to be adopted:

1. CLIMATIC

a. The Rancho Cordova area has extreme variations in weather patterns: summers are arid and hot, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. As a result, the climate in the Rancho Cordova area can have a great influence on fire behavior and other major emergency events in the City.

b. The City of Rancho Cordova has a mix of urban and rural areas and is undergoing a tremendous amount of developmental and population growth. The population growth has impacted service levels causing a fiscal strain on emergency services and the result is increased response times. In addition, intensive use of land in urban areas means bigger buildings, which can also create complex problems for fire safety.

c. The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Ten square feet of this type of fuel is equivalent to the energy content of one gallon of gasoline. The building of homes within the weed covered rural areas and the existence of combustible weeds on vacant urban lots coupled with windy conditions creates a recipe for disaster.

d. Average yearly rainfall for the City is approximately 17.87 inches. This rainfall

normally occurs from October to April. Low-level fog (tule fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also contribute to freezing and slick roadways.

e. During the summer months there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees F and are frequently accompanied by light to gusty Delta winds. The relative humidity during summer months ranges from 2 to 30 mmHG, which is arid. The City contains several areas of grasslands, which, in conjunction with the dry and windy conditions create a hazardous situation, which has lead to extensive grass and brush fires in recent years. Development is extending from the urban core into the grass-covered areas. Wind-driven fires could and have led to serious consequences in similar areas of the state.

f. In the past, several consecutive years of drought conditions have occurred, thus reducing the available water supply. Ground water as well as surface supplies have been affected. The drought conditions have led to lower water tables, reduced fire flow testing, water contamination, water conservation efforts, and increased demands on water systems due to extreme population growth. These impacts have negatively impacted water use and availability for the fire service. The degradation of water systems reduces the quality of fixed fire protection as well as fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi. to 30 psi. This change will make many fire protection systems ineffective and corrective measures such as adding pressure increasing booster pumps will be necessary at great cost to the community.

g. The City of Rancho Cordova is in an area with localized pockets of high water tables. Additionally, the semi-arid climate in Rancho Cordova receives 16.4 inches mean rainfall in the 9 months from October to April with an average of 40 days of fog. The combination of effects leaves hot, dry summers, and cool, damp winters. Either or both of these factors can cause prolonged soils saturation, which can cause an increased risk of moisture intrusion into homes.

2. TOPOGRAPHICAL

a. The City is bisected by numerous topographical features including a river, creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, including light rail, drainage canals, and sprawling industrial facilities, such as Gencorp Aerojet and Mather Business Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays emergency response. These features are located between many of the fire stations located within the City of Rancho Cordova. As a result of the OSHA "two in-two out" rule, which requires two fire fighters ready to make

fire attack only when two others are present, it is imperative that no delays affect the timely response of the fire fighters.

b. Heavy traffic congestion on the City's major streets already acts as a barrier to timely response for fire and emergency vehicles. As a result of increased development, some roadways in the City are expected to have significantly increased traffic flow rates in the future. In the event of an accident or other emergency sections of the City could be isolated or response time could be sufficiently slowed so as to increase the risk of injury or damage.

c. Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitat have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access.

d. Large areas of rural grasslands and rolling hills significantly increase response times to residential development in the City. Available infrastructure features, such as water supplies, do not provide sufficient fire flow in these areas. The rural geographical areas not yet provided with adequate fire protection are subject to a higher degree of risk without mitigating measures.

e. The City of Rancho Cordova is located within the Sacramento Valley. Summer weather conditions often create an inversion layer of high pressure which traps air pollution in the valley, and combines with the hot weather to create unhealthy effect of raising ozone levels. Automobile use has been found to be a major source of air pollution.

f. The City of Rancho Cordova contains several communities for which fire protection efforts are provided through "mutual aid" agreements allowing for each community to support each other. Although this system has its benefits, it can reduce fire station coverage during first and multiple response incidents. For example, a first alarm assignment draws two fire engines, one ladder truck and a water tender in a rural area emptying three fire stations. A home as little as 1,500 sq. ft can draw a second alarm assignment in some instances. This could take out of service as much as six fire stations. This situation would cause a "move-up" of other fire stations to cover the empty stations. Thus, up to 15 fire stations could ultimately be affected for a second alarm assignment/dispatch. If exacerbated by simultaneous calls/events, long term commitments to emergencies, station brown outs, out of service emergency vehicles, etc., extended response times will occur.

3. GEOLOGICAL

a. The Rancho Cordova Area is subject to ground tremors from seismic events

as the City is in Seismic Zone 3. Water inundation has occurred in the portion that lay in river Delta areas. Intricate levee systems hold back a portion of the floodwater, however, development has moved into areas that have the potential for flooding.

b. The City of Rancho Cordova is in an area with localized pockets of clay and expansive soils. These soil conditions have been found to be a source of concern for footing and foundation design. Additionally, expansive soils can hold large amounts of moisture for extended periods of time. Either of these factors, or a combination of both has been found to create an increased risk of moisture intrusion under slabs in certain, common construction methods.

c. Rancho Cordova and its surrounding region contain many pockets of "hot" or corrosive soils. Galvanic corrosion is self-generating and occurs on the surface of a metal exposed to an electrolyte (such as moist, salt-laden soil). The action is similar to that which occurs in a wet, or dry, cell battery. Differences in electrical potential between locations on the surface of the metal (pipe) in contact with such soil may occur for a variety of reasons, including the joining of different metals (iron and copper or brass for example). This can be due to the characteristics of the soil in contact with the pipe surface, e.g., pH, soluble salt, oxygen and moisture content, soil resistivity, temperature and presence of certain bacteria. Any one or a combination of these factors may cause a small amount of electrical current to flow through the soil between areas on the pipe or metal surface. Where this current discharges into the soil from such an area, metal is removed from the pipe surface and corrosion occurs. Premature failure of buried metallic pipe due to galvanic action has been experienced in the Rancho Cordova area for decades.

d. The City of Rancho Cordova is served with natural gas by the Pacific Gas and Electric Company (PG&E). The gas provided from PG&E is obtained primarily from sources in the Western United States and Canada. According to the Copper Development Association, Copper and copper alloy tube (except tin-lined copper tube) should not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet (scf) of gas (0.7 mg/100 L). PG&E cannot assure that its gas supplies meet this criterion. Excess hydrogen sulfide will cause corrosion of pipes as well as the creation of copper sulfides, which can cause failures in the appliances served.

e. The City of Rancho Cordova is situated in "Seismic Zone 3" as defined by the International Code Council. This area contains a higher risk of seismic activity than most areas in the country. Catastrophic earthquakes account for 60% of worldwide casualties associated with natural disasters. Economic damage from earthquakes is increasing, even in technologically advanced countries, as shown by the 1989 Loma Prieta, CA, (\$ 6 billion), 1994 Northridge, CA, (\$ 25 billion), and 1995 Kobe, Japan, (> \$ 100 billion) earthquakes. Additionally, a high degree of hazard to occupants has been found to occur from unsupported fixtures, appliances and appurtenances in ceilings. These fixtures, though small in size, have been found to create a significant hazard to

occupants in the event of seismic activity.

D. Based upon the local climatic, topographical and geological conditions identified in Section C, the specific amendments identified in Rancho Cordova Ordinances _____, _____, and _____ are found to be reasonable and necessary modifications to the requirements established pursuant to Sections 17958.5 and 18941.5. While it is clearly understood that the adoption of such amendments may not prevent the incidence failures, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

E. California Health and Safety Code Section 17958.7 requires that building standards modifications or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table identifies the sections of the California Building, Plumbing and Electrical Codes that have been amended by the City and the corresponding local climatic, geological and topographical conditions, as identified in Section C, that have necessitated the modification of the state's building standards.

California Building Code Section:	Local Condition
1904.4	1g,3b
California Plumbing Code Section:	
313.5	3b,3c
510.1	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
1210.1	3c,3d
California Electrical Code Article:	
210-25	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230-28(a)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230-43	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230-70(d)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230-71	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
250-50	3c
300-2(c)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
300-5(k)	3e
410-16(c)	3e
625-9(g)	2e,3e

BE IT FURTHER RESOLVED that a copy of this Resolution and Rancho Cordova Ordinances _____, _____, and _____ shall be filed with the California Building Standards Commission in accordance with Health and Safety Code

Section 17958.7.

* * * * *

ADOPTED, THIS _____ day of _____, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Attachment 1

Building Code:

• The 2001 California Building Code is adopted by reference.	
• This is an amendment which requires 4 inches of crushed rock beneath residential slab-on-grade construction. The model code allows sand or gravel under a slab, which does not provide adequate protection from moisture to come up through the slab. This region has high water tables and expansive soils and has areas which have experienced moisture and mold problems. Prior to the introduction of this amendment.	1904.4

Plumbing Code:

• The 2001 California Plumbing Code adopted by reference.	
• Administrative regulations for private sewage disposal systems. This administratively allow County Environmental Management to maintain regulatory authority over septic systems.	103.10
• Requirement for cathodic protection of buried metallic pipe. This area has certain locations which are highly corrosive to ferrous pipes. Experience has demonstrated premature failures in ferrous pipe..	313.5
• Requirements for plumbing fixtures. This table provides requirements for the number of plumbing fixtures required in restrooms for various occupancies. It replaces the requirements in the plumbing code, which have been found to be faulty and overly restrictive.	413.1
• This amendment requires that stands in residential garages be enclosed. This eliminates the use of this space for storage, which could be hazardous.	510.1
• This amendment administratively defines when the public sewer is available and limits the use of septic systems to coordinate with Improvement standards and Environmental management design standards.	713.4
• This amendment eliminates the use of copper tubing for gas piping. This product was introduced into the model code with this edition. The copper tubing is not allowed to be used based upon the makeup of the natural gas provided by P G and E.	1210.1
• This amendment administratively defines the rainfall design data for use in our geographic location.	D1

Electrical Code:

• 2000 California Electrical Code adopted by reference.	
• This amendment administratively defines when a product is "approved"	90-5
• This amendment requires that common areas in buildings- Site lighting, parking lot lighting, lobbies, etc. be controlled from a house meter and not billed to a tenant.	210-25
• This amendment provides an additional level of safety for unprotected overhead service entrances.	230-28(a)
• This amendment limits the wiring methods for service entrance conductors to coordinate with SMUD requirements.	230-43
• This amendment limits the length of unprotected service entrance conductors. This is a safety issue for firefighters and those involved in building remodeling and construction.	230-70(d)
• This amendment requires a single main disconnect means. This allows firefighters to shut off the power to a building quickly and easily.	230-71
• This amendment provides for proper grounding in buildings. Many building are or will be retrofitted with non-metallic water services, which eliminates proper grounding through conventional means.	250-50
• This amendment limits the use of wiring methods in commercial buildings to methods that are listed and appropriate for its use ³ . It effectively eliminates "Romex" and "Knob and Tube" wiring in commercial buildings.	300-2(c).
• This amendment increases the depth of cover for an underground service to match SMUD requirements.	300-5(k).
• This amendment requires light fixtures to be independently supported in suspended ceilings. Unsupported light fixtures have been found to be a significant cause of injury and death in earthquakes. Rancho Cordova is a seismically active area and, as such, needs this added level of protection	410-16(c)
• This amendment administratively requires permitting and labeling of electrical signs. Electric signs are not appropriately covered by model code and are often installed with a lesser degree of electrical expertise. The labeling and permit requirements help maintain a more appropriate level of expertise and enforcement.	600-1(a) and (b)
• This requirement is an agreement with SMUD to allow for easy future installation of electric vehicle charging stations in new homes.	625-9(g)

Mechanical Code:

• The 2001 California Mechanical Code adopted by reference.	
• No local amendments	308.1.

Swimming Pool Code:

The 2000 Uniform Swimming Pool, Spa and Hot Tub Code is adopted by reference. This code is not subject to California Building Standards Commission selection.	
Basic requirements are continued to maintain consistency with other local jurisdictions. The height of the fence which surrounds the pool is raised from 48" to 60" to match state requirements.	16.36.130

Administrative Code:

Unlike the above codes, this is not a technical code. This code replaces the model administrative code provided in the Uniform Building Code. This code writes the rules and regulations for processing permits, collecting fees and gives rights and responsibilities to the Building Official to perform its duties. This code is not subject to California Building Standards Commission selection.	
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CITY OF RANCHO CORDOVA

ORDINANCE NO. 15 -2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 16.02, "UNIFORM
ADMINISTRATIVE CODE," OF THE RANCHO CORDOVA MUNICIPAL CODE**

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

SECTION 1: Title 16, Chapter 16.02, "Uniform Administrative Code," is hereby
amended to read as follows:

"Administrative Code

- 16.02.010 Title.
- 16.02.020 Purpose.
- 16.02.030 Adoption of the Administrative Code.
- 16.02.040 Scope.
- 16.02.050 Definitions.
- 16.02.060 Amendments to the California Building Code.

16.02.010 Title.

These regulations shall be known and cited as the "Rancho Cordova Administrative Code."

16.02.020 Purpose.

The purpose of the Rancho Cordova Administrative Code is to provide for the uniform administration and enforcement of the Technical Codes adopted by this jurisdiction.

The purpose of the Rancho Cordova Administrative Code and the Technical Codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of the Rancho Cordova Administrative Code.

16.02.030 Adoption of the Administrative Code.

Sections 103 through 109.6 of Chapter 1 of the 2001 Edition of the California Building Code, Part 2, Title 24, of the California Code of Regulations are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

The provisions of the Rancho Cordova Administrative Code shall serve as the administrative, organizational, and enforcement rules and regulations for the Technical Codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of buildings and structures including but not limited to docks, harbors, wharves, marinas, boathouses, signs, and building service equipment within this jurisdiction.

16.02.050 Definitions.

For the purposes of this Chapter, the following definitions shall apply:

A. "Building Official" is the officer or other designated authority charged with the administration and enforcement of the Rancho Cordova Administrative Code and the Technical Codes. The terms "Chief of the Building Inspection Division," "Building Inspection Division," "administrative authority," and "City" are to be considered synonymous respectively with the terms "Building Official" and "Building Department" as they appear in the Rancho Cordova Administrative Code or the Technical Codes.

B. "Building Service Equipment" refers to the plumbing, mechanical, and electrical equipment including piping, wiring, fixtures, and other accessories that provide sanitation, lighting, heating, ventilation, cooling, refrigeration, and fire fighting facilities essential for the habitable occupancy of the building or structure for its designated use and occupancy.

C. "Technical Codes" refers to the following Chapters of the Rancho Cordova Municipal Code containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use location, occupancy, and maintenance of all buildings and structures and building service equipment in this jurisdiction:

1. Chapter 16.04, "Building Code"
2. Chapter 16.24, "Plumbing Code"
3. Chapter 16.28, "Electrical Code"
4. Chapter 16.32, "Mechanical Code"
5. Chapter 16.36, "Swimming Pool Code"

16.02.060 Amendments to the California Building Code.

Notwithstanding the provisions of Section 16.02.030, Sections 103 through 109.6 of the 2001 Edition of the California Building Code, Part 2, Title 24, of the California Code of Regulations are amended as follows:

A. Section 104.2.5.1 "Authority to disconnect utilities" is added to read as follows:

104.2.5.1 Authority to disconnect utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by

this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, or in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, and the owner and occupant of the building, structure, or building service equipment of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

B. Section 104.2.5.2 "Authority to condemn building service equipment" is added to read as follows:

104.2.5.2 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

C. Section 104.2.5.3 "Connection after order to disconnect" is added to read as follows:

104.2.5.3 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

D. Section 104.2.8.3 "Limits on repair for R-3 and U occupancies" is added to read as follows:

104.2.8.3 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of

the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

E. Section 104.2.11 "Unsafe buildings, structures, or building service equipment" is added to read as follows:

104.2.11 Unsafe buildings, structures, or building service equipment. All buildings, structures, or building service equipment regulated by this Code and the technical codes which, after inspection by the administrative authority, are determined to be substandard and/or dangerous, shall be governed by Chapter 16.20 and Chapter 16.22 of the Rancho Cordova Code.

F. Section 105 "BOARD OF APPEALS" is amended to read as follows:

SECTION 105 - BOARD OF APPEALS

105.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical codes, there shall be and is hereby created a board of appeals.

105.2 Membership. The board shall consist of at least five and no more than seven members with a quorum being four members. The members of the board shall be appointed by the City Council.

Membership in the board shall be from individuals representing any of the following disciplines:

1. General contractor specializing in residential construction.
2. General contractor specializing in commercial construction.
3. Electrical contractor.
4. Mechanical contractor.
5. Plumbing contractor.
6. Electrical engineer.
7. Mechanical engineer.
8. Civil or structural engineer.
9. Architect.
10. Fire service representative.
11. Attorney.
12. Utility representative.
13. Public members-at-large.

No two members shall be of the same discipline listed above.

The board shall annually select a chairperson from its appointed members. The Chief Building Official shall be an ex-officio member and shall act as the secretary of the board of appeals.

105.3 Terms. Terms for members other than ex-officio or advisory of the board of appeals shall be for two years. Terms shall expire in alternate years.

105.4 Vacancies. Vacancies shall be filled by appointment for the unexpired portion of the term.

105.6 Attendance. Any appointee member of the board of appeals who fails to attend three consecutive meetings of the board of appeals without notifying the secretary shall automatically lose membership thereon. It shall be the duty of the chairperson of the board of appeals to report to the City Council any appointee member who has failed to attend three consecutive meetings without such notification.

105.7 Secretary. The secretary shall have no vote except in the case of a tie vote.

105.8 Meetings. The board of appeals shall hold monthly meetings as needed.

105.9 Rules and Regulations. The board of appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Building Official, with a copy to the applicant, and may recommend to the City Council such new legislation as is consistent therewith. Decisions and findings shall be filed in the office of the Building Official, for public inspection.

105.10 Granting Modifications. Whenever there are practical difficulties involved with carrying out the provisions of the Building, Electrical, Mechanical, Plumbing, and/or Swimming Pool codes of the City of Rancho Cordova, the board of appeals may grant modifications for individual cases, provided it is found that special circumstances make strict adherence to the code(s) impractical and that the modification is in conformity with the intent and purpose of the code(s) and that such modification does not reduce any fire protection requirements or any degree of structural integrity.

G. Section 106.1.1 "Certificate of Release" is added to read as follows:

106.1.1 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.
2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater.
3. Any new dwelling with a private access road.
4. Where the furthest point of the habitable structure is more than 150 feet from the public road.

5. All commercial projects and multi-family dwellings.

H. Section 106.2 "Work Exempt from Permit" is amended to read as follows:

106.2 Work Exempt from Permit. A permit shall not be required for the types of work in each of the separate classes of permit as listed below in Sections 106.2.1 through 106.2.5. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

I. Section 106.2.1 "Building permits" is added to read as follows:

106.2.1 Building permits. A building permit shall not be required for the following:

Item 1. One story detached residential accessory structures used as tool or storage sheds, playhouses, and similar uses provided the structure is not located in a maintenance easement, on a public utility easement, or in front and side street setbacks as required by the Zoning Code of Rancho Cordova. The floor area shall not exceed 120 square feet in area with not more than 12 inches of overhang extending beyond the exterior wall of the structure. The location on the property shall be a minimum of 6 feet from the dwelling and other accessory building or structures on the site. The structure shall not exceed 9 feet in height measured from the adjacent adjoining ground.

Item 2. Fences not over 6 feet in height or any fence covered on improvement plans prescribed in Chapter 12.03 of the Rancho Cordova Municipal Code.

Item 3. Oil derricks.

Item 4. Movable cases, counters, and partitions not over 5 feet 9 inches high.

Item 5. Retaining walls that do not retain more than 24 inches of earth or any retaining wall covered on improvement plans prescribed in Chapter 12.03 of the Rancho Cordova Municipal Code.

Item 6. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one.

Item 7. Platforms, decks, walks, and driveways not more than 30 inches above grade and not over any basement or story below, accessory to a Group R, Division 3 occupancy and not required to be on an accessible path of travel.

Item 8. Painting, papering, and similar finish work.

Item 9. Temporary motion picture, television, and theater stage and scenery.

Item 10. Window awnings supported by an exterior wall of Group R, Division 3, and Group U Occupancies when projecting not more than 54 inches.

Item 11. Prefabricated swimming pools accessory to Group R, Division 3 Occupancy in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed 5,000 gallons.

Item 12. An agricultural building, as defined in Section 202 of the Rancho Cordova Building Code, which is located on a parcel of land with an area of ten or more acres being used primarily for agricultural uses, provided that:

- a. An exempt building permit is applied for by the property owner or authorized agent.
- b. A plot plan is submitted indicating the proposed building and all existing buildings on the subject parcel and showing for each the size, use, and location on the property in relation to property lines and other buildings.
- c. The Director of the Planning Department determines that the use and location of the proposed building are permitted by the Zoning Code of Rancho Cordova.
- d. The proposed building does not require a minimum floor certificate.

Unless otherwise exempted by this Code, separate plumbing, electrical, and mechanical permits will be required for the above exempted items.

J. Section 106.2.2 "Plumbing permits" is added to read as follows:

106.2.2 Plumbing permits. A plumbing permit shall not be required for the following:

Item 1. The stopping of leaks in drains, soil, waste or vent pipes, provided, however, that should any concealed trap, drainpipe, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspections made as provided in the Rancho Cordova Plumbing Code.

Item 2. The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures nor for the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

K. Section 106.2.3 "Electrical permits" is added to read as follows:

106.2.3. Electrical permits. An electrical permit shall not be required for the following:

Item 1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by the Rancho Cordova Electrical Code.

Item 2. Repair or replacement of fixed motors, transformers, or fixed approved appliances of the same type of rating in the same location within Group R, Division 3 Occupancies.

Item 3. Temporary decorative lighting within Group R, Division 3 Occupancies.

Item 4. Repair or replacement of current-carrying parts of any switch, contractor, or control device.

Item 5. Reinstallation of attachment plug receptacles but not the outlets therefore.

Item 6. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

Item 7. Taping joints.

Item 8. Temporary wiring for experimental purposes in suitable experimental laboratories.

Item 9. The wiring for temporary theater, motion picture, or television stage sets.

Item 10. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

Item 11. Low-energy power, control, and signal circuits of Classes II and II as defined in the Rancho Cordova Electrical Code.

Item 12. A permit shall not be required for the installation, alteration, or repair of electrical wiring, apparatus, or equipment or the generation, transmission, distribution, or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility.

L. Section 106.2.4 "Mechanical permits" is added to read as follows:

106.2.4 Mechanical permits. A mechanical permit shall not be required for the following:

Item 1. Any portable heating appliance.

Item 2. Any portable ventilating equipment.

Item 3. Any portable cooling unit.

Item 4. Any portable evaporative cooler.

Item 5. Any closed system of steam or hot or chilled water piping within any heating or cooling equipment regulated by the Rancho Cordova Mechanical Code.

Item 6. Replacement of any component part or assembly of an appliance that does not alter its original approval and complies with other applicable requirements of the Technical Codes.

Item 7. Any refrigerating equipment that is part of the equipment for which a permit has been issued pursuant to the requirements of the Technical Codes.

Item 8. Any unit refrigerating system as defined in the Rancho Cordova Mechanical Code.

M. Section 106.2.5 "Sign permits" is added to read as follows:

106.2.5 Sign permits. A sign permit shall not be required for the following:

Item 1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption.

Item 2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign permit unless a structural change is made.

Item 3. Temporary signs:

(a) Real estate signs allowed per Section 335-01 of the Zoning Code of Rancho Cordova.

(b) Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.

(c) Political, religious, and civic campaign signs.

(d) Promotional signs.

Item 4. Exempt signs per Section 335-08 of the Zoning Code of Rancho Cordova.

N. Section 106.4.4. "Expiration" is amended to read as follows:

106.4.4 Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, the permit shall be renewed. The fee for renewal shall be one-half the amount required for a new permit for such work, provided no changes

have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after the building or work has been suspended or abandoned or the permit has been expired for a period exceeding one year, the permittee shall pay a new full permit fee. Permits deemed to have been expired shall be subject to all permit related fee increases and new fees in effect at the time of permit renewal as applicable subject to the discretion of the Building Official.

Permits will be deemed to have expired if there has been no inspection of work within a 180 day period. When the work is not ready for a required inspection within 180 days of the last inspection, the permittee must request a progress inspection to keep the permit active.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

O. Section 107.2 "Permit Fees" is amended to read as follows:

107.2 Permit Fees. The fee for each permit shall be prescribed by ordinance or resolution of the City of Rancho Cordova.

The determination of value or valuation under any of the provisions of this Code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment.

P. Section 107.3 "Plan Review Fees" is amended to read as follows:

107.3 Plan Review Fees. When submittal documents are required by Section 106.3.2, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be prescribed by ordinance or resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in Section 107.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section

106.3.4.2, an additional plan review fee shall be charged as prescribed by ordinance or resolution of the City of Rancho Cordova.

Q. Section 107.4 "Expiration Of Plan Review" is amended to read as follows:

107.4 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than twice. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

R. Section 107.5.2 "Fee" is amended to read as follows:

107.5.2 Fee. An investigation fee, in addition to the total permit fee, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the administrative authority that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the investigation fee as herein provided shall be charged. The investigation fee shall be prescribed by ordinance or resolution of the City of Rancho Cordova. The payment of such investigation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

S. Section 107.6 "Fee Refunds" is amended to read as follows:

107.6 Fee Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant not later than 180 days after the date of fee payment.

T. Section 108.2 "Building Permit Job Folder" is amended to read as follows:

Section 108.2. Inspection Record Card. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder shall have posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. A copy of Part I and II of the permit, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until final approval has been granted by the Building Official.

U. Section 108.5.7.1 "Building service equipment" is added to read as follows:

108.5.7.1 Building service equipment. All building service equipment for which a permit is required by this Code shall be inspected by the Building Official. No portion of any building service equipment intended to be concealed by any permanent portion of the building shall be concealed until inspected and approved. When the installation of any building service equipment is complete, an additional and final inspection shall be made. Building service equipment regulated by the Technical Codes shall not be connected to the water, fuel, or power supply or sewer system until authorized by the Building Official.

V. Section 108.5.7.2 "Operation of building service equipment" is added to read as follows:

108.5.7.2 Operation of building service equipment. The requirements of this section shall not be considered to prohibit the operation of any building service equipment installed to replace existing building service equipment serving an occupied portion of the building in the event a request for inspection of such building service equipment has been filed with the Building Official not more than 48 hours after such replacement work is completed and before any portion of such building service equipment is concealed by any permanent portion of the building.

W. Section 108.8 "Reinspections" is amended to read as follows:

108.8 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made; when the job address is not clearly posted and visible from the street or the front of the building; when there is a lack of access to the work to be inspected; when the building permit is not posted on the job site; when the approved plans are not readily available to the inspector; when Parts I and II of the permit, or a copy, and any previous correction notice(s) are not readily

available with the building permit; and for deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay any reinspection fee prescribed by ordinance or resolution of the City of Rancho Cordova.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

X. Section 108.9 "Connection to Utilities" is added to read as follows:

108.9 Connection to Utilities.

108.9.1 Energy connections. No person shall make connections from a source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

108.9.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a temporary Certificate of Occupancy.

Y. Section 109.4.1 "Letter of completion" is added to read as follows:

109.4.1 Letter of completion. The Building Official may issue a letter of completion where the building is not going to be immediately occupied.

Z. Section 109.7 "Certificate of Construction" is added to read as follows:

109.7 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

684927_1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 16-2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 16.24, "PLUMBING
CODE," OF THE RANCHO CORDOVA MUNICIPAL CODE**

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

SECTION 1: Title 16, Chapter 16.24, "Plumbing Code," is hereby amended to
read as follows:

"Plumbing Code

- 16.24.010 Title.
- 16.24.020 Purpose.
- 16.24.030 Adoption of Plumbing Codes.
- 16.24.040 Amendment of Adopted Codes.

16.24.010 Title.

This chapter shall be known and cited as the "Rancho Cordova Plumbing Code."

16.24.020 Purpose.

The purpose of the Rancho Cordova Plumbing Code is to provide minimum
requirements and standards for the protection of the public health, safety, and welfare.

16.24.030 Adoption of Plumbing Codes.

The California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a
portion of the California Building Standards Code, as defined in the California State
Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State
Code"), and any rules and regulations promulgated pursuant thereto including the
Uniform Plumbing Code, 2000 Edition, as published by the International Association of
Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to
California State Health and Safety Code Sections 17922 and 18935 (hereinafter
referred to as the "UPC"), and UPC Appendices A, B, D, H, I, and K (hereinafter
referred to as the "Appendix") are hereby adopted and incorporated by reference
herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho
Cordova City Code, all plumbing systems associated with construction, alteration,
moving, demolition, repair, and use of any building or structure within the City shall be
made in conformance with the State Code and any rules and regulations promulgated
pursuant thereto, including the UPC and the Appendix.

16.24.040 Amendment of Adopted Codes.

Notwithstanding the provisions of Section 16.24.030, the State Code, the UPC and UPC Appendix D are amended as follows:

A. 103.10 "Private Sewage Disposal Systems" is added to read as follows:

103.10 Private Sewage Disposal Systems. The installation of private sewage disposal systems is under the jurisdiction of the Environmental Health Division of the Sacramento County Environmental Management Department.

B. Section 313.5 is amended to read as follows:

313.5 Each system of buried ferrous piping used for either potable water or gas supply shall have a protective coating of an approved type, machine applied and conforming to recognized standards. Field wrapping shall provide equivalent protection and is restricted to those short sections and fittings necessarily stripped for threading.

All buried ferrous piping shall be provided with cathodic protection installed according to Table 3-3 of this Section and the following requirements:

1. Galvanic anodes for cathodic protection of ferrous piping shall be buried not less than 3 feet below grade and below the bottom of the pipe to be protected. They shall be not less than 4 feet horizontally from any buried metallic pipe. Before back filling, the anode shall be flooded with a minimum of 5 gallons of water.

When connected to the pipe being protected, less than 6 inches above grade, the anode shall be connected with a thermite weld. Connections 6 inches or more above grade may be made by the use of a listed mechanical clamp.

2. Water supply piping shall be isolated at the connection of the utility or private tap from the water main and at each building foundation line adjacent to the full-way shutoff valve.

3. Gas supply piping shall be isolated adjacent to each foundation line or at the appliance when located outside the building and from the serving gas supplier's service equipment.

4. Approved isolation fittings shall be located a minimum of 6 inches above grade, except that fitting at the water tap.

5. Any piping laid in the same trench with pipe requiring cathodic protection shall be separated laterally a minimum of 12 inches from the protected pipe, and piping installed diagonally above the pipe requiring cathodic protection shall be separated vertically a

minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 315.0.

C. Table 3-3 is added to read as follows:

Table 3-3 ANODE SELECTION CHART Allowable length of coated and wrapped buried ferrous gas or water pipe for each size anode						
Anode Size	Pipe Size					
	1/2"	3/4" & 1"	1 1/4" & 1 1/2"	2"	3"	4"
1 lb. anode	50'	--	-	-	-	-
3 lb. anode	150'	100'	50'	50'	-	-
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	--	500'	350'	300'	250'	150'
32 lb. anode	--	--	500'	500'	450'	350'

D. Section 413.1 is amended to read as follows:

413.1 Fixture Count. Plumbing fixtures shall be provided for the type of building occupancy and in the minimum number per section 2905 and Table A-29-A of the Building Code.

E. Section 510.1 is amended to read as follows:

510.1 Water heaters generating a glow, spark, or flame capable of igniting flammable vapors may be installed in a garage, provided the pilots, burners or heating elements, and switches are at least 18 inches above the floor level. When such equipment is mounted on stands, such stands shall be enclosed.

F. Section 713.4 is amended to read as follows:

713.4 The public sewer may be considered as not being available when such public sewer is not available within 200 feet of the property line.

G. Section 1210.1 is amended to read as follows:

1210.1 All piping used for the installation, extension, alteration, or repair of any gas piping shall be standard weight wrought iron or steel (galvanized or black), or yellow brass (containing not more than seventy-five (75) percent copper). Approved PE pipe may be used in exterior buried piping systems.

H. Section D1 "Roof Drainage" of Appendix D, is amended to read as follows:

Section D1 Roof Drainage. Roof drains and roofs shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour."

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

684902_1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 17-2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 16.32, "MECHANICAL
CODE," OF THE RANCHO CORDOVA MUNICIPAL CODE**

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

SECTION 1: Title 16, Chapter 16.32, "Mechanical Code," is hereby amended to
read as follows:

"Mechanical Code

16.32.010 Title.
16.32.020 Purpose.
16.32.030 Adoption of Mechanical Codes.

16.32.010 Title.

This chapter shall be known and cited as the "Rancho Cordova Mechanical Code."

16.32.020 Purpose.

The purpose of the Rancho Cordova Mechanical Code is to provide minimum system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances within this jurisdiction.

16.32.030 Adoption of Mechanical Codes.

The California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 *et. seq.* (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Mechanical Code, 2000 Edition, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UMC"), and the UMC Appendix A (hereinafter referred to as the "Appendix"), are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Code, all mechanical systems associated with construction, alteration, moving, demolition, repair,

and use of any building or structure within the City shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the UMC and the Appendix.

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

684909_1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 16.28, "ELECTRICAL
CODE," OF THE RANCHO CORDOVA MUNICIPAL CODE**

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

SECTION 1: Title 16, Chapter 16.28, "Electrical Code," is hereby amended to
read as follows:

"Electrical Code

- 16.28.010 Title.
- 16.28.020 Purpose.
- 16.28.030 Adoption of Electrical Codes.
- 16.28.040 Amendment of Adopted Codes.

16.28.010 Title.

This chapter shall be known and cited as the "Rancho Cordova Electrical Code."

16.28.020 Purpose.

The purpose of the Rancho Cordova Electrical Code is to provide minimum electrical system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, and quality of materials.

16.28.030 Adoption of Electrical Codes.

The California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the National Electrical Code, 1999 Edition, as published by the National Fire Protection Association, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "NEC") are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova County Code, all electrical systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the County shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the NEC.

16.28.040 Amendment of Adopted Codes.

Notwithstanding the provisions of Section 16.28.030, the State Code and the NEC are amended as follows

A. Article 90-5(d) is added to read as follows:

Article 90-5(d) Approved Standards.

(1) All electrical materials, devices, appliances, and equipment installed or used shall be in conformity with the provisions of this chapter and with approved standards for safety to life and property.

(2) Listing or Labeling, as conforming to the standards of Underwriters Laboratories, Inc., or similar institution of recognized standing, shall be evidence of conformity with the standards for safety to life and property as approved by the Building Official.

(3) The maker's name, trademark, or other identification symbol shall be placed on all electrical materials, devices, appliances, and equipment used or installed under this chapter.

(4) Previously used material shall not be reused in any work without prior written approval from the Building Official.

B. Article 210-26 is added to read as follows:

210-26 Branch Circuits Serving Common Use Areas. All circuits serving common use areas and public use areas shall be served from house service equipment. Where buildings are multi-metered, a separate meter for house equipment shall be required.

C. Article 230-28(a) is added to read as follows:

230-28(a) Service Entrance or Load Centers located in walls or partitions When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in rigid metal or intermediate metal conduit of 1 ½ inch minimum trade size.

D. Article 230-43 is amended to read as follows:

230-43 Wiring Methods for 600 Volts, Nominal, or Less. Service-entrance conductors shall be installed in accordance with the applicable requirements of this Code covering the wiring method used and shall be limited to the following methods:

- (1) Rigid nonmetallic conduit
- (2) Rigid metal conduit
- (3) Intermediate metal conduit
- (4) Auxiliary gutters
- (5) Bussways that have been approved by the Building Official

E. Article 230-70(d) is added to read as follows:

Article 230-70(d) Ten Foot Limit for Service Raceway. Service entrance conductors shall not extend inside any building for more than ten feet to reach the disconnect or overcurrent protection device except when under a concrete floor.

F. Article 230-71 is amended to read as follows:

230-71 Service Switches. A single main disconnecting means shall be provided for each set of service entrance conductors, the service overcurrent device shall be an integral part of the disconnecting means. It shall be located at the nearest readily accessible location either outside of building or structure or inside nearest the point of entrance of the service conductors.

Exceptions:

1. A main disconnecting means shall not be required on Group R occupancies with 2 through 6 dwelling units.
2. For fire pumps where a separate service is required.
3. For Emergency Electrical systems where a separate service is required.
4. Up to six switches or circuit breakers may be permitted provided not more than one is rated less than 2000 amperes, 600 volts, and all switches or circuit breakers are installed in a common enclosure or group of enclosures.
5. Up to six switches or circuit breakers may be permitted for unmanned cellular monopole sites not located in or on a building.

G. Article 250-50 is amended to read as follows:

250-50 Grounding Electrode System. A concrete encased electrode shall be used as the grounding electrode. The grounding electrode shall be encased for not less than 20 linear feet in a concrete foundation or footing, which is in direct contact with the earth. This electrode shall be sized in accordance with this code and, in no case, be less than No. 4 awg bare copper conductor, or ½ inch reinforcing steel rod. The electrode shall be so supported that it is below finished grade near the bottom of a trench and in no case less than 12 inches below finished grade and approximately 3 inches from the bottom or sides of the concrete. A point of connection shall be located that will make it readily accessible for inspection and testing purposes. An approved ground clamp or connector shall be used to connect the grounding electrode with a grounding conductor sized in accordance with this code. The use of reinforcing steel exposed to the elements is prohibited.

Exceptions:

- a. An 8 foot driven rod will be acceptable when complying with the installation of a grounding electrode at a separate building or structure.
- b. On service changes where the existing grounding electrode is a metal water pipe of at least 10 feet in length (shall be verified as such), it shall

be supplemented by an additional electrode. An 8 foot minimum ground rod would be acceptable.

The interior metallic water and gas piping systems and metal frame of buildings shall be bonded in accordance with Table 250-66 of this Code.

Grounding electrode conductors shall be sized in accordance with Table 250-66.

The capacity rating for made electrodes shall be as follows:

- a) 200 amperes or less: a minimum of one reinforcing steel rod.
 - b) From 201 amperes to 600 amperes, a minimum of 2 reinforcing steel rods installed a minimum of 90 degrees apart.
 - c) Over 600 amperes: grounding electrodes shall be sized in accordance with Table 250-66.
- 2) Grounding electrode conductors shall be sized in accordance with Table 250-66.

H. Article 300-2(c) is added to read as follows:

300-2(c) Raceway Requirements. All occupancy groups shall have wiring installed in approved raceways or type MC cable. An approved MC cable stripper shall be used when installing the cable.

Exceptions:

- 1. Group R occupancies, other than hotels and motels.
- 2. Group U occupancies.
- 3. Recreation rooms associated with an R occupancy, other than hotels and motels and designed or intended for use by less than 100 persons, shall be wired using the same wiring methods required for the building of which they are a part.
- 4. Laundry rooms, associated with an R occupancy, other than hotels and motels, shall be wired using the same wiring methods required for the building of which they are a part.

I. Article 300-5(k) is added to read as follows:

300-5(k) Depth Requirement. All underground service entrance raceways shall be buried a minimum of 30 inches below grade unless located below a concrete building slab, in which case, the depth may be reduced to 12 inches below grade.

J. Article 410-16 (c) is amended to read as follows:

Article 410-16(c) Suspended Ceilings. Lighting fixtures shall be supported independently of suspended ceiling framing members.

K. Article 600-1(a) and (b) are added to read as follows:

Article 600-1(a) Electric Sign Installation. Electric signs shall be installed in accordance with the provisions of this Code pertaining to the installation of electric signs. The trademark, maker's name, approximate weight, voltage, amperage, Underwriters' label, and permit reference number, shall be permanently and conspicuously marked on the exterior of all electric signs.

Article 600-1(b) Permit Required. An electrical permit shall be required for any of the following:

- A new electric sign installation with new branch wiring
- A new electrical sign installation with existing branch wiring
- A electric sign repair and reinstallation

L. Article 625-9(g) is added as follows:

Article 625-9(g) Charging Circuit required for R-3 Occupancies.

Every new group R-3 occupancy building shall provide for a future electric vehicle charging circuit by providing a ¾ inch raceway or a 3-wire with ground NM or NMC cable rated at a minimum 40 ampere from the service panel to a 2-gang box located in the garage."

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

684912_1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 19-2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 16.04, "BUILDING
CODE," OF THE RANCHO CORDOVA MUNICIPAL CODE**

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

SECTION 1: Title 16, Chapter 16.04, "Building Code," is hereby amended to
read as follows:

"Building Code

- 16.04.010 Title.
- 16.04.020 Purpose.
- 16.04.030 Adoption of Building Codes.
- 16.04.040 Amendment of Adopted Codes.

16.04.010 Title.

This chapter shall be known and cited as the "Rancho Cordova Building Code."

16.04.020 Purpose.

The purpose of the Rancho Cordova Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all building and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.04.030 Adoption of Building Codes.

The California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Building Code, 2000 Edition, as published by the International Conference of Building Officials, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UBC") and Appendix Chapters 3 - Division 11 (Agricultural Buildings), 15 (Reroofing), 16 - Division 11 (Earthquake Recording Instrumentation), and 31 - Division 11 (Membrane Structures) and Division III (Patio Covers) of the Uniform Building Code, 1997 Edition

(hereinafter referred to as the "Appendix"), are hereby adopted and incorporated by reference herein, excluding sections 103 through 109.3 of Chapter 1, which are adopted pursuant to Chapter 16.02 of the Rancho Cordova Municipal Code. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the City shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the UBC and the Appendix.

16.04.040 Amendment of Adopted Codes.

Notwithstanding the provisions of Section 16.04.030, the State Code, the UBC and Appendix are amended as follows:

A. Section 1900.4.4 "Minimum slab thickness" is amended to read as follows:

1900.4.4 Minimum slab thickness. The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum of 1 1/2 inches maximum size."

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

684893_1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 20-2004

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 16.36, "SWIMMING
POOLS," OF THE RANCHO CORDOVA MUNICIPAL CODE

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

SECTION 1: Title 16, Chapter 16.36, Section 16.36.130, "Requirements," is
hereby amended to read as follows:

"16.36.130 Requirements.

(a) **Outdoor Swimming Pool.** An outdoor swimming pool shall be provided with a barrier that once installed, shall be inspected and approved by the Building Official prior to filling the swimming pool with water. The barrier shall comply with each of the following:

1. The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to 4 inches when grade is a solid surface such as a concrete deck, or when the barrier is mounted on the top of the aboveground pool structure. When barriers have horizontal members spaced less than 45 inches apart between the tops of the horizontal members, the horizontal members shall be placed on the pool side of the barrier. Any decorative design work on the side away from the swimming pool, such as protrusions, indentations or cutouts, which render the barrier easily climbable, is prohibited.

2. Openings in the barrier shall not allow passage of a 1 3/4-inch or greater diameter sphere.

Exceptions:

(i) When vertical spacing between such openings is 45 inches or more, the opening size may be increased such that the passage of a 4-inch or greater diameter sphere is not allowed.

(ii) For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased to a maximum 4 inches when the distance between the tops of the horizontal members is 45 inches or more.

3. Chain link fences used as the barrier shall not be less than 11 gauge.
4. Solid barriers that do not have openings, such as masonry or stone walls, shall not contain indentations or protrusions except for tooled masonry joints.
5. Access gates shall comply with the requirements of Subdivisions 1 through 4 above. Pedestrian access gates shall be self-closing and have a self-latching device. Where the release mechanism of the latching device is located less than 54 inches from grade, (i) the release mechanism shall be located on the pool side of the gate at least 3 inches below the top of the gate, and (ii) the gate and barrier shall have no opening greater than 1/2 inch within 18 inches of the release mechanism. Pedestrian gates shall swing away from the pool. Any gates other than pedestrian access gates shall be equipped with lockable hardware or padlocks and shall remain locked at all times when the pool is not in use.
6. Where a wall of a Group R, Division 3 Occupancy dwelling unit serves as part of the barrier and contains door openings between the dwelling unit and the outdoor swimming pool, which provide direct access to the pool, a separation fence meeting the requirements of Subdivisions 1 through 5 above shall be provided.

Exception: An Approved Child Safety Device, as defined in Section 16.36.120(b), subject to a prior written determination by the Building Official that the degree of protection to small children afforded by such an Approved Device is equal to that provided by a separation fence meeting the requirements of Items 1 through 6 of Section 16.36.130.

7. Where an aboveground pool structure is used as a barrier, or where the barrier is mounted on the top of the pool structure and the means of access is a ladder or steps, then either (i) the ladder or steps shall be capable of being secured, locked, or removed to prevent access, or (ii) the ladder or steps shall be surrounded by a barrier that meets the requirements of Subdivisions 1 through 6 above. When the ladder or steps are secured, locked, or removed, any opening created shall be protected by a barrier complying with Subdivisions 1 through 6 above.

(b) **Indoor Swimming Pool.** For an indoor swimming pool, protection shall comply with the requirements of Subsection (a)(6) above.

(c) **Spas and Hot Tubs.** A spa or hot tub with a locking safety cover which complies with the ASTM Standard F 1346-91 shall not be required to provide other barriers. Where a locking safety cover is not provided, the spa or hot tub shall comply with the requirements of Subsection (a) above."

SECTION 2. Title 16, Chapter 16.36, Article 2, "Title, Scope and General," is hereby amended to read as follows:

"Article 2 Title, Scope and General

- 16.36.210 Swimming Pool, Spa & Hot Tub Code Adopted.
- 16.36.220 Short Title.
- 16.36.230 Purpose.
- 16.36.240 Scope.
- 16.36.250 Exceptions to Swimming Pool Locations.

16.36.210 Swimming Pool, Spa & Hot Tub Code Adopted.

The Uniform Swimming Pool, Spa and Hot Tub Code, 2000 Edition, and the standards cited in Table 1 thereof, hereafter collectively known as the "USPC," as published by the International Association of Plumbing and Mechanical Officials, is adopted as the Swimming Pool Code for the City of Rancho Cordova, with such revisions, exceptions, deletions, and additions approved by the City Council hereinafter set forth in this Chapter as exceptions to the USPC. Part I of the USPC is not adopted as part of the Rancho Cordova Swimming Pool Code. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all construction, electrification and maintenance of swimming pools and barriers within the City shall be in conformance with State Codes and any rules and regulations promulgated pursuant thereto.

16.36.220 Short Title.

The Uniform Swimming Pool, Spa and Hot Tub Code, 2000 Edition, including the standards cited in Table 1 thereof, and the revisions, exceptions, deletions, and additions provided herein, shall be known and cited as the Rancho Cordova Swimming Pool Code.

16.36.230 Purpose.

The purpose of the Rancho Cordova Swimming Pool Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare

16.36.040 Scope.

The provisions of the Rancho Cordova Swimming Pool Code shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or use of any swimming pool, spa, or hot tub plumbing system except as otherwise provided for in the Rancho Cordova Municipal Code or applicable state law.

16.36.250 Exceptions to Swimming Pool Locations.

The Chief Building Inspector may authorize the construction of a swimming pool, hot tub, spa, spa pool, or similar pools across a property line or in the rear yard or side yard of an adjacent lot or within the common area of a planned development, provided:

a. The construction of the swimming pool, spa, spa pool, hot tub, or other pool and the location thereof have been previously approved by the Planning Department; or the locations of the swimming pool, spa, spa pool, hot tub, or other pool is specified on an approved tentative subdivision map.

b. Easements have been recorded and reserved for the lot which specifically provide for the location and construction of the swimming pool, hot tub, spa, spa pool, or other pool and necessary appurtenances and which allow for the use and maintenance of the swimming pool, spa, spa pool, hot tub, and other pool and appurtenances.

c. The easements, prior to the recordation thereof, have been approved by the City Attorney."

Section 3. Title 16, Chapter 16.36, Section 16.36.310, "Chapter 3 Retitled," is hereby amended to read as follows:

"Section 16.36.310 Chapter 3 Retitled.

Chapter 3 of the Uniform Swimming Pool, Spa and Hot Tub Code, titled "General Requirements Public and Private Pools", shall be retitled in the Rancho Cordova Municipal Code to read "General Requirements--Private Pools".

SECTION 4: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 5: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

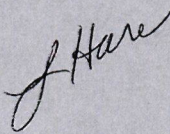
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Memorandum

Date: April 19, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk



Subject: El Dorado Hills City Incorporation Committee Presentation

The El Dorado Hills City Incorporation Committee has requested an opportunity to speak with the Rancho Cordova City Council regarding their current incorporation efforts and to request consideration of assistance in the form of a 'pay forward' provision that could be integrated into the City's budget planning.

Staff Report



Date: April 19, 2004

To: Honorable City Council

From: Yvonne DeHaan, IN-SHAPE Program Manager
Adam U. Lindgren, Assistant City Attorney

Subject: Ordinance Adding Title 10, Chapter 10.30, "Human Habitation of Vehicles," to the Rancho Cordova Municipal Code

RECOMMENDATION

Introduce the Ordinance Adding Title 10, Chapter 10.30, "Human Habitation of Vehicles," to the Rancho Cordova Municipal Code, waive the first reading, and continue the ordinance to the May 3, 2004, Council Meeting

BACKGROUND

In the last 9 months the IN-SHAPE Program has received service requests for 30 vehicles that were described as being occupied, both on public and private property, many for a month or longer. In a 3 month period, we were made aware of at least 23 incidents where the police investigated or responded to a vehicle that was apparently being used as a home by transients, quite often yielding evidence of drug activity or other criminal behavior.

Some of the more notable situations include a single male living in an RV who continually loitered around the area of White Rock Park, often during school hours; a group of adults that would stay for extended periods in the auto dismantler's area, gathering pieces of motorcycles to repair and sell; a displaced woman who tried to "live" in front of her son's home – even to the extent of laying flower pots around the rear of the vehicle; and a teenager who lived in the cab of his pick-up truck in front of his parents home for nearly a week after a family dispute.

Along with the obvious visual blight and atmosphere of criminal behavior these situations impart, there have been many reports of these "campers" emptying their sewage into storm drains just before they move on.

ANALYSIS

Current laws addressing these issues are weak and cumbersome, offering us the option of attempting to cite or tow a vehicle for being in one location over 72

hours, compelling the property owner where such a vehicle is parked to remove them, or in some cases, posting a "Do Not Occupy" sticker on an RV stored on a residential property. These options are only useful if the violator remains in that location after the initial contact, and in all of these cases, the only consequence is levied against the person whose property they chose to use.

As written, this new ordinance will allow immediate enforcement by way of criminal citations. Initial violations will be cited as infractions, although continued violations by an individual may result in the issuance of misdemeanor citations. This is designed to discourage the use of our city as a campground by those members of society who choose not to use vehicles and public places in a responsible manner. We have, however, included allowances for the fact that people do use vehicles designed for temporary occupancy to visit friends or family members as guests for a short period of time. Per the ordinance, these visits may be up to 5 days at a time, up to four times per year, on private residential property with the permission of the owner.

Adoption of this ordinance will send a clear message to the community that the quality of life in Rancho Cordova continues to be a priority.

FINANCIAL IMPACT

This ordinance will not have any significant financial impact on the City.

REQUESTED MOTION

"I move that the City Council introduce the ordinance adding Title 10, Chapter 10.30, "Human Habitation of Vehicles," to the Rancho Cordova Municipal Code, waive its full reading, and continue it to the Council meeting of May 3, 2004, for adoption."

ATTACHMENTS

1. Ordinance

687909_1

- subjective on its face
- no deprivation of due process.
- similar to residential parking permits.
- can be a source of shelter for parolees

CITY OF RANCHO CORDOVA

ORDINANCE NO. 13-2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA ADDING CHAPTER 10.30,
"HUMAN HABITATION OF VEHICLES," TO THE
RANCHO CORDOVA MUNICIPAL CODE**

RECITALS

WHEREAS, the City of Rancho Cordova has determined that there are persons who regularly and continuously use vehicles, including recreational vehicles for human habitation; and

WHEREAS, some such persons use such vehicles as a permanent or semi-permanent residence; and

WHEREAS, vehicles are being used for human habitation within the city limits of Rancho Cordova; and

WHEREAS, the City of Rancho Cordova has determined that the use of vehicles for human habitation in the City has created, and continues to create, issues of blight, crime, health and sanitation, including the disposal of noxious and harmful matter on City streets and parking areas open to the public, and similar nuisance conditions.

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

SECTION 1: Title 10, Chapter 10.30, "Human Habitation of Vehicles," is hereby added to read as follows:

"Human Habitation of Vehicles

- 10.30.010 Purpose.
- 10.30.020 Definitions.
- 10.30.030 Use of Vehicles For Human Habitation Prohibited on Public Property.
- 10.30.040 Use of Vehicles For Human Habitation Prohibited on Private Property;
Exception.
- 10.30.050 Penalty.

10.30.010 Purpose.

This chapter is enacted for the purpose of addressing issues of blight, crime, security, disorder and health and sanitation, including the disposal of noxious and harmful matter on City streets and parking areas open to the public. These conditions are principally

caused by on-going, repeated habitation of motor homes, recreational vehicles and other vehicles modified or used for human habitation, as defined below, without authorized connection to utility services, periodically resulting in the creation of an encampment-like situation. These conditions occur primarily in private commercial parking areas and on public streets within the City, but can also occur in other areas of the City including, but not limited to, private residential lots.

10.30.020 Definitions.

For purposes of this Chapter, the following definitions will apply:

- A. "Camper" means a structure designed to be mounted upon a motor vehicle and to provide facilities for human habitation or camping purposes. "Camper" shall include those campers defined as slide-in campers or truck campers under the California Health and Safety Code.
- B. "House car" means a motor vehicle originally designed or permanently or temporarily altered and equipped for human habitation, or to which a camper has been permanently or temporarily attached.
- C. "Human habitation," shall mean the use of a vehicle for dwelling. Evidence of human habitation shall include activities such as sleeping, setting up housekeeping or cooking, and/or any other activity where it reasonably appears, in light of all the circumstances, that a person or persons is using the vehicle as a living accommodation. The use of a vehicle for six (6), or more, consecutive hours for eating, resting, recreating and/or sleeping shall per se constitute "human habitation" for purposes of this Chapter.
- D. "Recreational vehicle" shall mean a motor home, travel trailer, trailer coach, truck camper, camping trailer or park trailer, as those vehicles are defined in California Health & Safety Code sections 18010 and 18009.3 or other applicable sections of the California Health & Safety Code or California Vehicle Code, and which are designed for human habitation for recreational, emergency, or other occupancy.
- E. "Vehicle," shall mean any device, by which any person or property may be propelled, moved, or drawn upon a highway including, but not limited to, a recreational vehicle or house car.

10.30.030 Use of Vehicles For Human Habitation Prohibited on Public Property.

It is unlawful for any person or persons to use a vehicle for human habitation on or in any public street, right-of-way, alley-way, parking area or any other public property, except in a designated public campground, recreational park, or licensed mobile home park.

10.30.040 Use of Vehicles For Human Habitation Prohibited on Private Property; Exception.

A. It is unlawful for any person or persons to use a vehicle for human habitation on any private property within the city limits of Rancho Cordova except for a lawfully operated mobile home trailer park, or other licensed private camping facility.

B. Notwithstanding subsection (A), a person shall not be prohibited from occupying, for sleeping purposes only, a recreational vehicle or house car on private residential property within the city limits provided all of the following criteria are satisfied:

1. the person is a bona fide guest of a resident of the City;
2. the person has the written consent of the resident; and
3. the location and use of the recreational vehicle or house car for sleeping purposes is not otherwise in violation of the Rancho Cordova Zoning Code or other applicable law

The use of a recreational vehicle or house car under authority of this subsection (B) shall be limited to no more than five (5) days and/or nights, either consecutive or non-consecutive, within any 90-day period.

10.30.050 Penalty.

A. A violation of this Chapter shall be deemed an infraction for a first violation; second and subsequent violations of the same section within a 12-month period may be prosecuted as an infraction or misdemeanor.

B. Any person convicted of an infraction for violating this Chapter may be punished by (1) a fine of not more than one hundred dollars (\$100) for a first violation; (2) a fine of not more than two hundred dollars (\$200) for a second violation of the same section within a 12-month period; (3) a fine of not more than five hundred dollars (\$500) for a third (or subsequent) violation of the same section by the same person within a 12-month period.

C. Any person convicted of a misdemeanor for violating this Chapter may be punished by a fine of not more than one thousand (\$1,000.00) dollars or by imprisonment in jail for a period of not more than six (6) months or by both fine and imprisonment.

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the

invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Staff Report



Date: April 19, 2004

To: Members, City Council
Ted Gaebler, City Manager

From: George B. Anderson
Chief of Police Designee

Subject: REQUEST FOR BUDGET AUGMENTATION - POLICE DEPARTMENT
TRANSITION TEAM

RECOMMENDATION

The establishment of the Rancho Cordova Police Department will require the additional training of officers, purchase of equipment, facility planning, administrative planning and selection or personnel. To facilitate a smooth and timely transition it is necessary to dedicate a small group of employees to this project full time. Therefore, I am requesting an augmentation in the amount of \$88,365 to this year's budget to create the following five (5) temporary positions who will be dedicated full time as the Rancho Cordova Police Department Transition Team as well as the premium for the Chief and Assistant Chief upon swearing in.

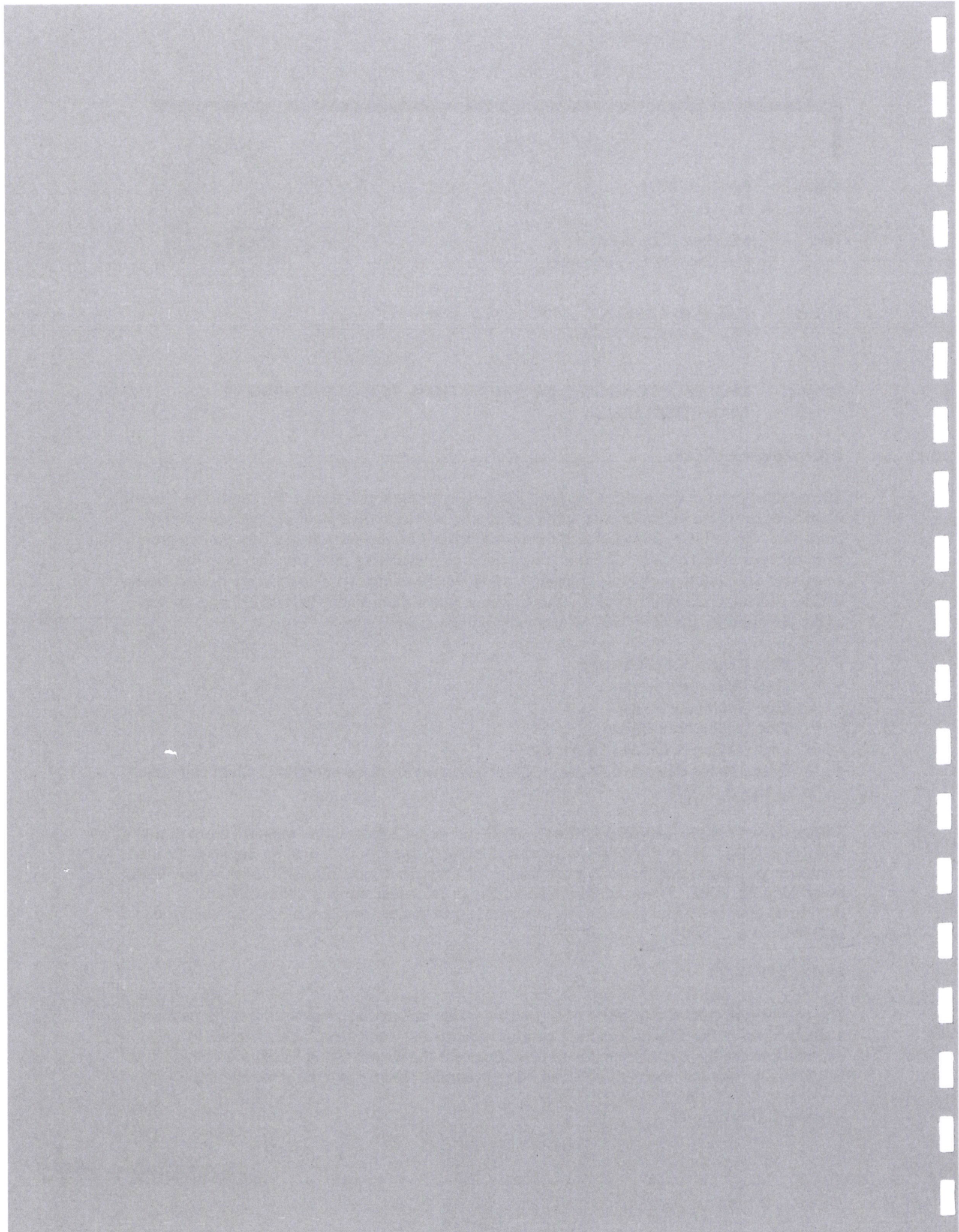
- One (1) Sheriff's Lieutenant
- One (1) Sheriff's Sergeant
- One (1) Deputy Sheriff
- One (1) Records Officer
- One (1) Senior Office Assistant (c)
- Premium for Chief and Assistant Chief (effective upon swearing in of Chief estimated to be May 3, 2004)

The costs associated with funding these positions will be added to the costs for the current fiscal year (2003-04) and will be captured and billed to the City as a cost for services for the transition year pursuant to and in accordance with the provisions of LAFCO Resolution 1243, dated May 22, 2002. These costs will be added to the transition year costs that are amortized over five fiscal years. I am requesting that implementation of this team occur no later than May 2, 2004.

BACKGROUND

The planning and implementation of a contract police department that will meet the needs of a city the size of the City of Rancho Cordova requires the dedication of resources. Prior experience with the implementation of contracts with the City of Citrus Heights and the City of Elk Grove for law enforcement services has proven the value and the necessity for a

Members, City Council



Transition Team. In both cases a Transition Team funded by the cities was established months ahead of implementation.

The following is a list of examples of the duties the transition team will perform:

- Coordinating and scheduling traffic/accident training
- Recruiting and selecting personnel
- Establishing records keeping systems necessary to support the police department's business
- Identifying and purchasing equipment
- Coordinating the build out of the police department fleet
- Facility office space planning
- Attending planning meetings with City staff
- Coordinating as necessary with other City departments

Of the duties assigned to the Transition Team, the most time consuming and critical will be training and selection of personnel. The City of Rancho Cordova will be responsible for traffic enforcement and accident investigation effective July 1, 2004. This is a major undertaking and will one of the major services provided by the police department.

To ensure successful implementation the Transition Team is a vital and necessary part of establishing a police department for the City of Rancho Cordova.

FISCAL IMPACT

The following is a table of estimated personnel costs associated with establishing the Transition Team:

Position	Cost for Two Months
Chief/Asst. Chief Premium	\$3,320
Sheriff's Lieutenant	\$24,094
Sheriff's Sergeant	\$21,599
Deputy Sheriff	\$17,948
Records Officer I	\$13,017
Senior Office Assistant (c)	\$8,387
TOTAL	\$88,365

SUMMARY

Accomplishing the task of establishing a contract police department entails a great deal of preparation. While it is my intent to keep transition costs to a minimum, the need for this team during the two months just preceding the actual implementation date of July 1, 2004 is critical. These positions will be established as temporary positions pending the approval of the full contract.

Members, City Council

Ted Gaebler, City Manager
April 19, 2004
Page 3

REQUESTED MOTION

"I move that the City Council approve the budget augmentation request for a Police Department Transition Team."

Respectfully Submitted,

George B. Anderson
Chief of Police Designee
Rancho Cordova Police Department

a lot of the work
is being done by
Tockingham staff now.
• up to 40 officers
• records keeping
• fleet conversion

• May 30th presentation of
contract in prep for July 1st
take over.

Staff Report



Date: April 19, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 1 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Anatolia III Subdivision

RECOMMENDATION

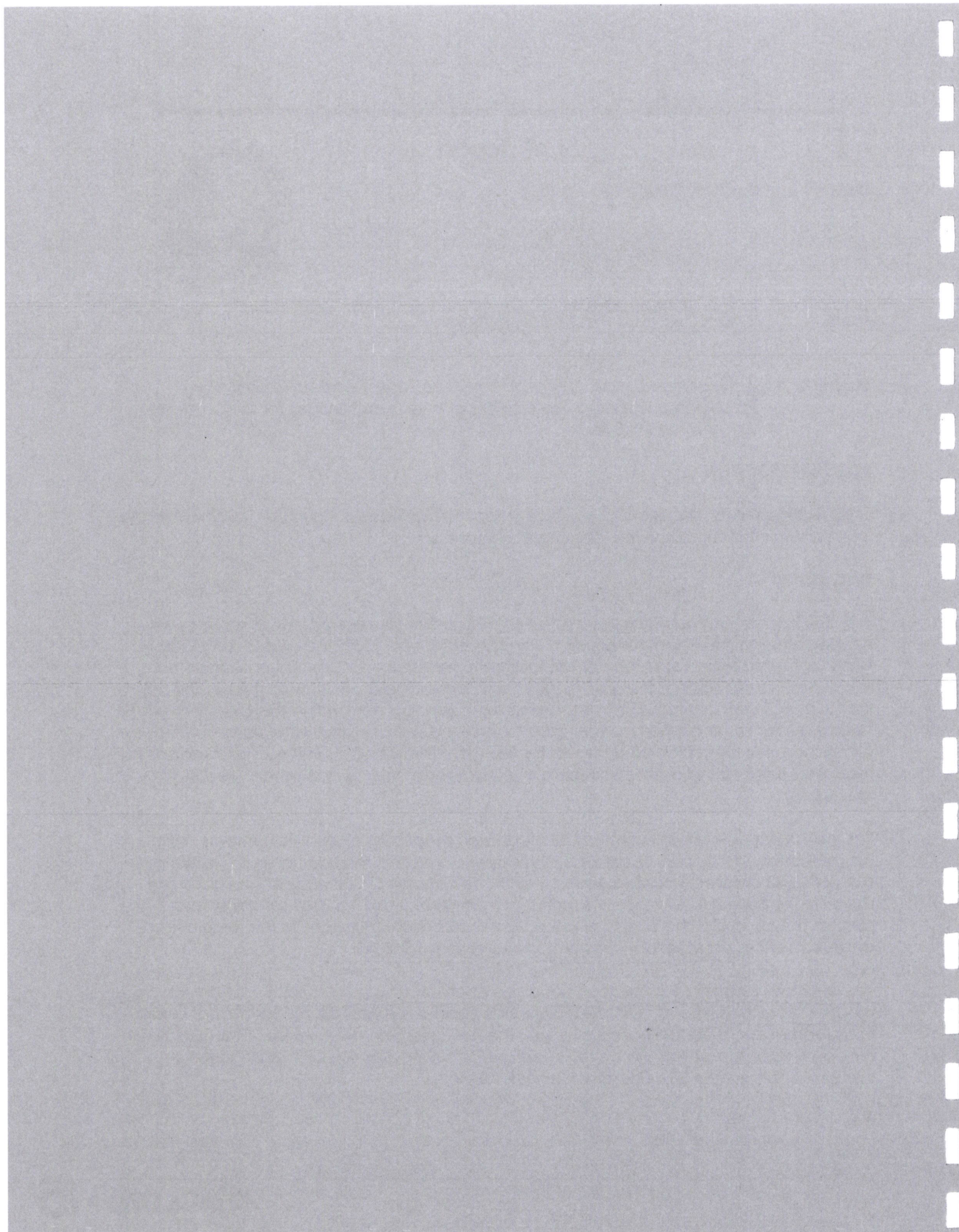
Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Sunridge Anatolia III project, a subdivision map and related documents were submitted for City approval, and the developer agreed to the special tax. Resolution No. 64-2003 created Tax Area Zone 1 within the Rancho Cordova Special Police Tax Area for the Sunridge Anatolia III Subdivision. Ordinance No 16-2003 established a special police tax for the Sunridge Anatolia III Subdivision. Pursuant to the Resolution and Ordinance, an election was held on November 18, 2003.

We are now re-setting the election date and re-creating Tax Area Zone 1 because the election date was missed. The developer has been consulted about this matter and is in agreement with the proposed actions. The new election date will be June 28, 2004, by which date the ballots will be returned and tabulated by the City and the results declared at the June 28, 2004 City Council meeting.



MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Sunridge Anatolia III Subdivision
2. Resolution Creating Special Tax Area Zone 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 48-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 1 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE SUNRIDGE ANATOLIA III SUBDIVISION

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 1 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 1; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 1 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Sunridge Anatolia III subdivision was approved by the City Council on September 15, 2003. The approval allowed the subdivision of a 203-acre site into 879 residential lots. The applicant has agreed to provide funding to maintain and augment police services by voting to approve a special tax for the lots created by the subdivision approval. The initial tax is to be \$250 per single family parcel or single family parcel equivalent; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 1 is a person who owns real property within Zone 1 at the time Ordinance No. ____-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

WHEREAS, the City Council is re-processing the establishment of Zone 1 of the Rancho Cordova Special Police Tax Area because the election date was inadvertently missed. This Resolution is part of a standard police tax package. Hereafter, the city will be setting a regular schedule for processing special police taxes, and the City Clerk and City Attorney's office are working together to ensure that no future election dates are missed.

NOW, THEREFORE, be it resolved as follows:

1. That the portion of the City of Rancho Cordova described in Exhibit "A" is established as Zone 1 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. ____-2004 adopted this date is to be presented for approval of the voters of Zone 1 by a mail ballot election, to be held on June 28, 2004. The ballot proposition shall read as follows:

"Shall Ordinance No. ____-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 1 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 3rd day of May, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

[Tentative Subdivision Map]

CITY OF RANCHO CORDOVA

ORDINANCE NO. 14-2004

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

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

Section 1. Purpose, Intent and Authority.

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

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 3 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 1.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

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

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

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

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

E. "Rancho Cordova Special Police Tax Area Zone 1" ("Zone 1") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 1 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 1 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 1 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 1 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any

increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 1 for the then current fiscal year, as set forth below.

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

$$\begin{array}{llll} \text{Tax Per Parcel} & & & \\ \text{For then Current} & & & \\ \text{Fiscal Year} & = & \text{Tax Per Parcel} & \text{X} & \text{(Consumer Price Index} \\ & & \text{For First} & & \text{for April of immediately} \\ & & \text{Fiscal Year} & & \text{Preceding Fiscal Year} \\ & & & & \text{(Consumer Price Index} \\ & & & & \text{for First Fiscal Year} \\ & & & & \text{of Levy)} \end{array}$$

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 1 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 1 in an election to be held on June 28, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 17th day of May by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

[Legal Description of Anatolia III to be inserted here]

Exhibit B

[Tentative Subdivision Map]

Exhibit C

Police Services Special Tax
Tax Per Parcel Based on County Land Use Codes
Operation Manual Section 13-14 for the
Office of the Assessor for the County of Sacramento

Land Use Codes: Residential (p.4-7)

General Land Use	Land Use	Specific	Occupancy	Tax Per Parcel
A (Residential)	1 (Single Family)		A (Subdivision)	\$250.00

Lennar Renaissance, Inc.
c/o Larry Gualco
1075 Creekside Ridge, Suite 110
Roseville, CA 95678

IMPORTANT OFFICIAL PROPERTY OWNER SPECIAL TAX BALLOT
(Elections Code §4000)

RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 1
ANATOLIA III
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted an ordinance at its May 17, 2004 City Council meeting establishing a special tax for police services subject to landowner-voter confirmation to be imposed upon new development within the Anatolia III subdivision. Pursuant to state law, the affected property owners must now vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcel(s) identified below, which parcel(s) are located within the proposed Rancho Cordova Special Police Tax Area Zone 1, City of Rancho Cordova, County of Sacramento, State of California. Please advise the City Clerk, at (916) 942-0255, if the name set forth below is incorrect or if you are no longer the owner of these parcels. This special tax ballot may be used to express either support for, or opposition to, the proposed special tax. In order to be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than June 21, 2004 one calendar week prior to the June 28, 2004 date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 5:00 p.m. on June 28, 2004 at the Clerk's office at 3121 Gold Canal, Rancho Cordova, CA 95670, (916) 942-0255.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on June 28, 2004.

Very truly yours,

Lillian Hare
City Clerk

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

Name & Address of Property Owner	Assessor's Parcel Numbers
Lennar Renaissance, Inc	067-0090-016.
	067-0090-017
	067-0090-023
	067-0090-024

RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 1
ANATOLIA III
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. __-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 1 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?

YES _____ NO _____

Date: _____, 2004

Owner Signature: _____
Lennar Renaissance, Inc.,
a California corporation

By: _____
Its: _____

Staff Report



Date: April 19, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 3 and an Ordinance Establishing a Special Tax for Police Protection Services for the Ellenwood Court Unit No. 2 Subdivision

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

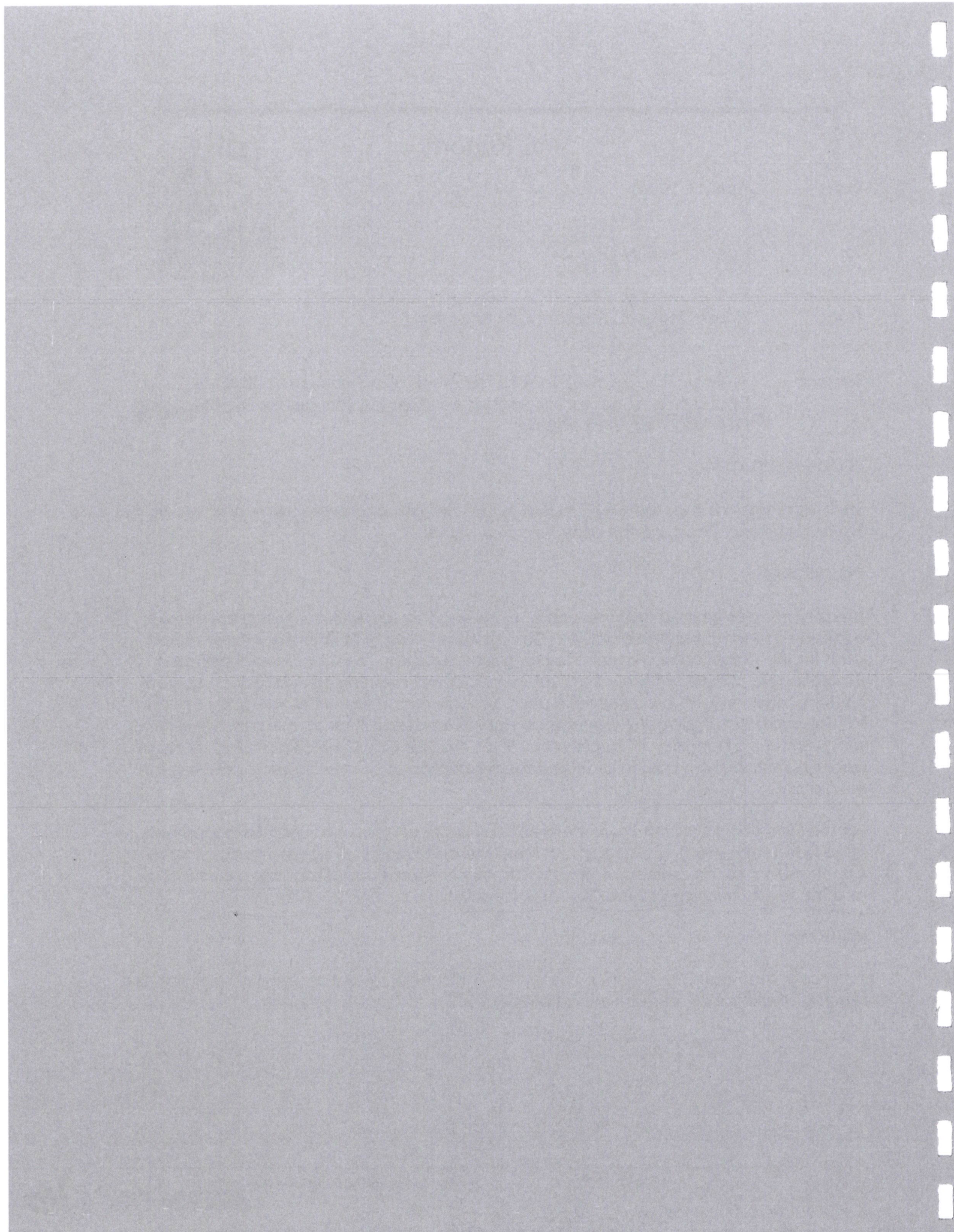
DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Ellenwood Court Unit No. 2 project, a subdivision map and related documents have been submitted for City approval and the developer has agreed to the special tax. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared at the City Council meeting on June 28, 2004.

MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."



ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Ellenwood Court Unit No. 2 Subdivision
2. Resolution Creating Special Tax Area Zone 3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 49 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 3 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE ELLENWOOD COURT UNIT NO. 2 SUBDIVISION

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 3 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 3; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 3 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Ellenwood Court Unit No. 2 subdivision was approved by the City on February 2, 2004.¹ The approval allowed subdivision of a 9.9 acre site into 60 residential lots. The applicant has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval. The initial tax is to be \$ 250 per residential parcel; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 3 is a person who owns real property within Zone 3 at the time Ordinance No. ____-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 3 of the Rancho Cordova Special Police Tax Area.

¹ **Adam:** Note that the Resolution approving this project (21-2004) referred to the project as Ellenwood Court Unit B (not Unit 2), although the map attached refers to Unit 2. (See Attachment 2 to Feb 2, 2004 staff report).

2. That Ordinance No. ____-2004 adopted this date is to be presented for approval of the voters of Zone 3 by a mail ballot election, to be held on June 28, 2004. The ballot proposition shall read as follows:

"Shall Ordinance No. ____-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 3 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 3rd day of May, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

[Legal Description - Tentative Subdivision Map]

CITY OF RANCHO CORDOVA

ORDINANCE NO. 21-2004

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION
SUBJECT TO VOTER CONFIRMATION
FOR THE ELLENWOOD COURT UNIT NO. 2 SUBDIVISION**

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

Section 1. Purpose, Intent and Authority.

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

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 3 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 3.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

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

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

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

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

E. "Rancho Cordova Special Police Tax Area Zone 3" ("Zone 3") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 3 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 3 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 3 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 3 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any

increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 3 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	Tax Per Parcel = For First Fiscal Year	X	(Consumer Price Index for April of immediately <u>Preceding Fiscal Year</u> (Consumer Price Index for First Fiscal Year of Levy)
---	--	---	---

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 3 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 3 in an election to be held on June 28, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 17th day of May, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

[Legal Description of Ellenwood]

Exhibit B

[Tentative Subdivision Map]

Exhibit C

Police Services Special Tax

Tax Per Parcel Based on County Land Use Codes

Operation Manual Section 13-14 for the

Office of the Assessor for the County of Sacramento

Land Use Codes: Residential (p.4-7)

General Land Use	Land Use	Specific	Occupancy	Tax Per Parcel
A (Residential)	1 (Single Family)		A (Subdivision)	\$250.00

GSJ Co. LP
Jeremy & Sid Dunmore
198 Cirby Way, #135
Roseville, CA 95678

IMPORTANT OFFICIAL PROPERTY OWNER SPECIAL TAX BALLOT
(Elections Code §4000)

RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 3
ELLENWOOD COURT UNIT NO. 2
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted an ordinance at its May 17, 2004 City Council meeting establishing a special tax for police services subject to landowner-voter confirmation to be imposed upon new development within the Ellenwood Court Unit No. 3 subdivision. Pursuant to state law, the affected property owners must now vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the proposed Rancho Cordova Special Police Tax Area Zone 3, City of Rancho Cordova, County of Sacramento, State of California. Please advise the City Clerk, at (916) 942-0255, if the name set forth below is incorrect or if you are no longer the owner of these parcels. This special tax ballot may be used to express either support for, or opposition to, the proposed special tax. In order to be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than June 21, 2004, one calendar week prior to the June 28, 2004 date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 5:00 p.m. on June 28, 2004 at the Clerk's office at 3121 Gold Canal, Rancho Cordova, CA 95670, (916) 942-0255.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on June 28, 2004.

Very truly yours,

Lillian Hare
City Clerk

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

<u>Name & Address of Property Owner</u>	<u>Assessor's Parcel Numbers</u>
GSJ Co. LP	077-0200-009
Jeremy & Sid Dunmore	077-0370-097
198 Cirby Way, #135	
Roseville, CA 95678	

RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 3
ELLENWOOD COURT UNIT NO. 2
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. __-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 3 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?

YES_____ NO_____

Date: _____, 2004

Owner Signature:

GSJ Co. LP
By: _____
Title: _____

Memorandum

Date: April 19, 2004

To: Honorable Mayor and Council Members
Ted A. Gaebler, City Manager

From: Gene Albaugh



Subject: River Discovery Trail Funding Request

Recommendation:

Approve the request for \$5,000 from the Non-Departmental budget unit.

Background:

Subject to meeting with State Fish & Game Project Manager Bruce Foreman yesterday, he has provided the following responses to City Council questions regarding his funding proposal for River Discovery Trail along American River at Nimbus Hatchery.

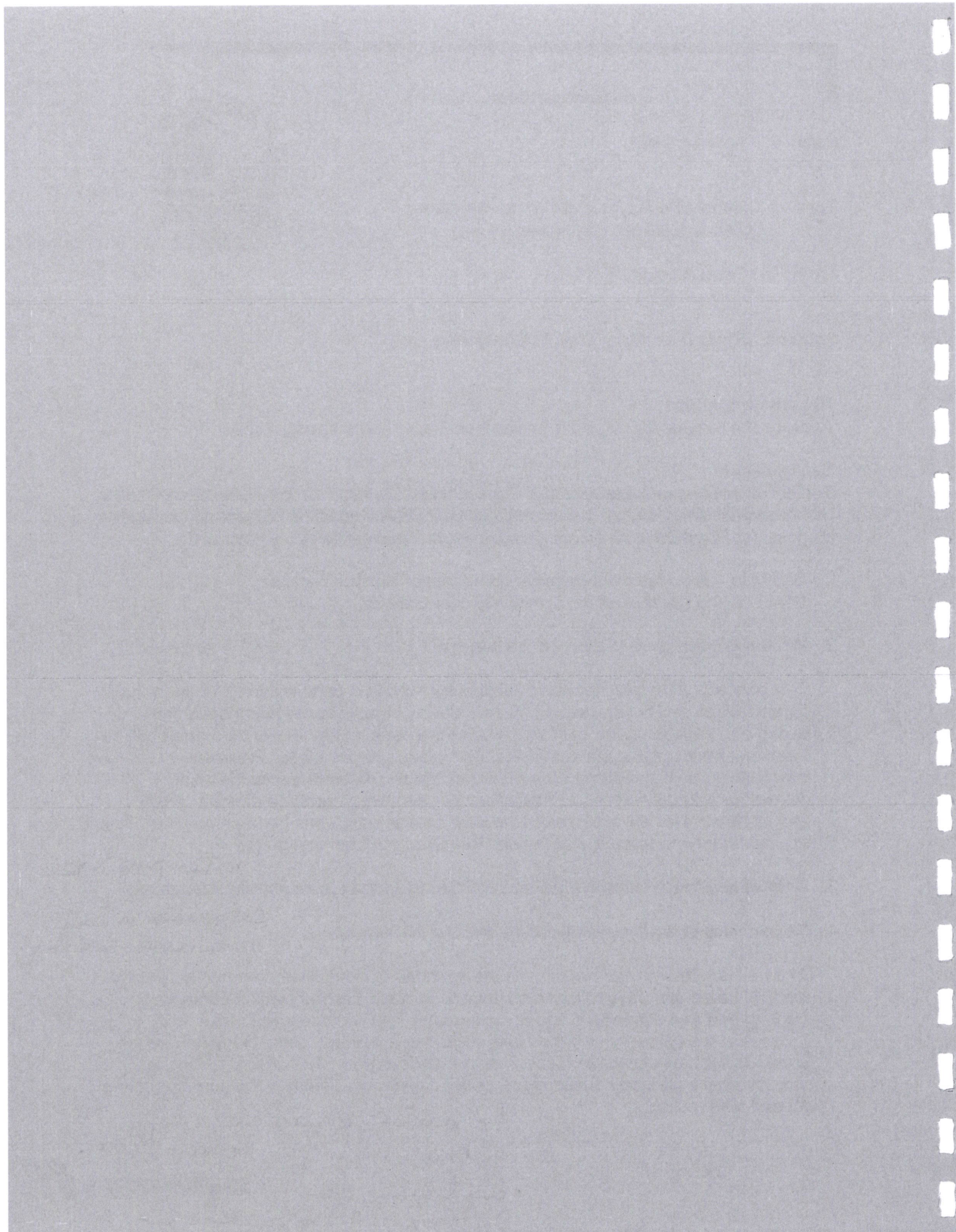
1. Site Map – provided in interpretive brochures of Nimbus Hatchery
Landscaping plans of entire ¼ mile trail are available.
2. What has been done to-date on the project?

First phase of ADA trail has been completed through a partnership of 12 agencies, organizations and businesses. This trail starts at the hatchery (location of first panel) and runs along the bluff and around the pond where four of the panels will be installed. Landscaping plans and irrigation plans are complete. Preliminary interpretive panel and stand designs are complete. Interpretive text is being developed with the first two of five approved, and the other three drafted. A bid announcement for the spur trail to the third river overlook has been announced. This site will house the last panel (attached to railing; not free-standing).

3. What is needed to complete project? \$5,000 for artistic pedestals for five panels
4. Relationship of the project to nearby housing developments.

The trail is within an easy walk from the east half of Gold River community. People from this area and beyond can also drive to Nimbus Hatchery which offers free parking and free admission, and is open daily. The American River bike trail crosses at the hatchery, and free bike racks are available. Once Regional Transit expands light rail service to Hazel Avenue, people from other areas of Rancho Cordova will have good public mass transit access in addition to the current parking lot and bike racks.

interpretive.
explains what you are seeing.
maintenance by CA Wildlife Foundation
in time for fish festival.
AGENDA ITEM # 17





Memorandum

DATE: April 19, 2004

TO: Honorable City Council
Ted Gaebler, City Manager

FROM: Curt Haven, Director of Economic Development
Gene Albaugh, Interim Finance Director

SUBJECT: **Approval of a Professional Services Contract with R3 Consulting Group for Solid Waste Consulting Services in the amount of \$113,870**

Summary and Recommendation

On October 6, 2003, your City Council approved a Professional Service Contract with R3 Consulting Group to assist the City "City" with the procurement of residential solid waste collection, disposal and recycling services. The original Scope of Services approved by the City Council contained several optional tasks, including 1) preparation and execution of a Memorandum of Understanding "MOU" between the City and the County of Sacramento "County" for the provision of Household Hazardous Waste Services, 2) preparation and execution of an Interim Services Agreement between the City and the County for the provision of residential solid waste services between July 1, 2004 and January 31, 2005, and 3) preparation of AB 939 planning documents.

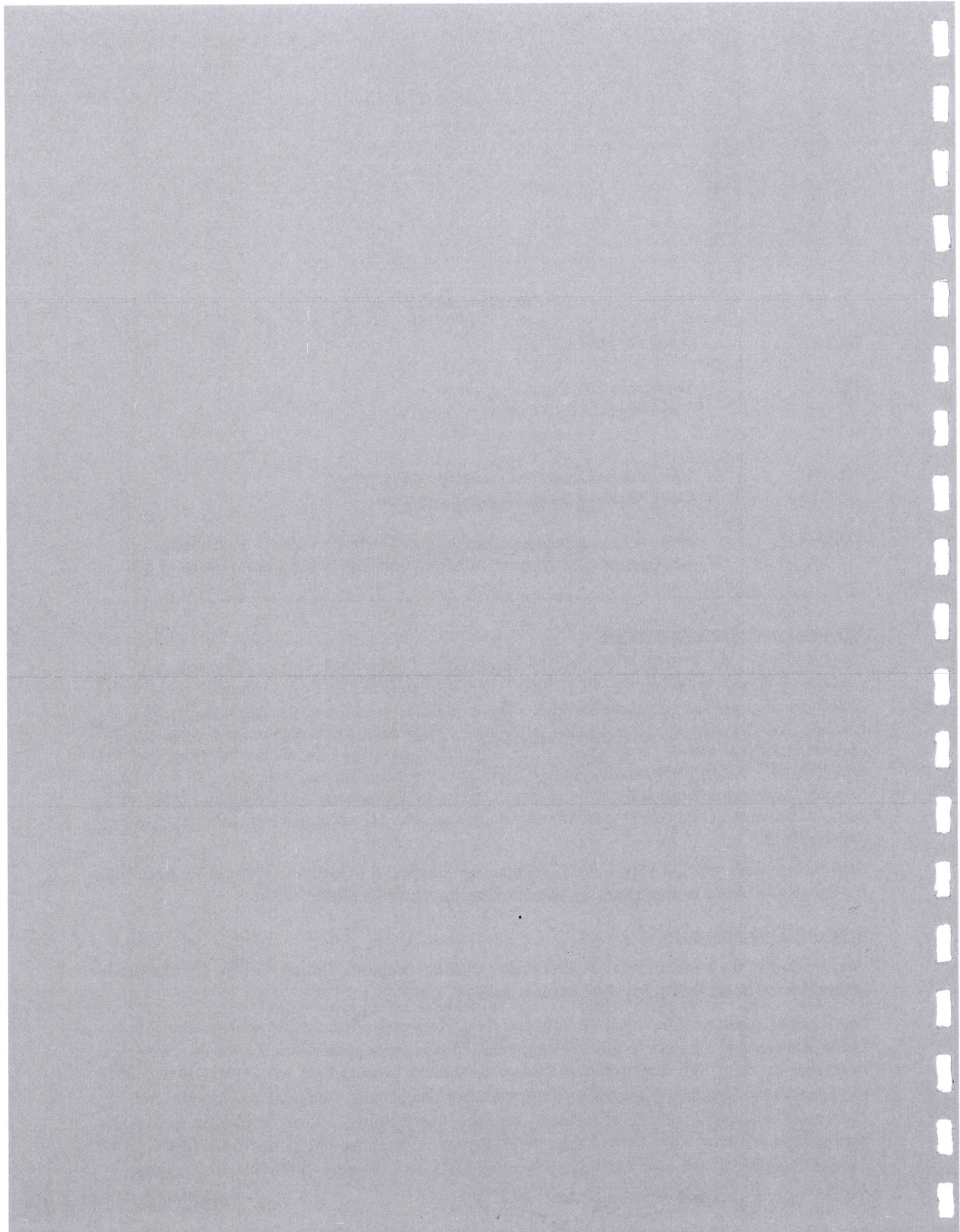
Staff recommends that the City Council approve the attached Professional Services Contract with R3 Consulting Group to assist the City with the three optional tasks listed above.

Scope of Work Summary

Preparation of an Interim Service Agreement with Sacramento County for the Continuation of Residential Solid Waste Services beyond June 30, 2004

The LAFCO Agreement between the City and the County regarding the incorporation of Rancho Cordova requires the County to provide residential solid waste services through June 30, 2004. On December 5, 2003, R3 met with the County to discuss procurement issues, and the County representatives attending the meeting indicated that the County required an Interim Service Agreement between the City and the County for the continuation of residential solid waste services beyond June 30, 2004. The term of the Interim Service Agreement will extend from July 1, 2004 through the start of the new Collection Services Contract (currently scheduled for February 1, 2005).

*Contract
July 16
or 19.*



R3 will be responsible for negotiating the terms of the Interim Services Agreement on behalf of the City, and oversight of the Agreement approval process.

Preparation of a Memorandum of Understanding for Household Hazardous Waste Services

The County currently operates a regional Household Hazardous Waste ("HHW") drop-off facility at the County's North Area Recovery Station. The primary funding mechanism to operate the facility is the residential solid waste rates charged to County residents. If the County is not selected as the service provider under the new contract, the County wishes to have a Memorandum of Understanding ("MOU") to allow the County to be compensated for City residents using the drop-off facility. The County has executed similar agreements with the Cities of Folsom and Sacramento.

R3 will be responsible for negotiating the terms of the MOU on behalf of the City, and oversight of the MOU approval process.

AB 939 Planning Documents

As a newly incorporated City, Rancho Cordova is required to comply with the requirements of the California Integrated Waste Management Act (AB 939). Conceptually, AB 939 requires municipalities to comply with both landfill diversion mandates and planning requirements.

The landfill diversion mandates require all cities and counties in California to divert fifty percent (50%) of the total waste generated within the boundaries of the jurisdiction from landfill disposal. The new Collection Services Contract will require the selected proposer to divert fifty percent (50%) of the residential waste stream from landfill disposal.

The planning requirements mandate that all cities and counties prepare, adopt and submit planning documents for approval by the California Integrated Waste Management Board ("CIWMB"). The required planning documents include a Source Reduction and Recycling Element ("SRRE"), a Household Hazardous Waste Element ("HHWE") and a Non-Disposal Facility Element ("NDFE"). The deadline for completion of the planning documents is December 31, 2004 and the penalty for failure to comply with the requirements is a fine of up to \$10,000 per day.

R3 will be responsible for preparing the required documents and oversight of the review, and approval and submittal processes.

Fiscal Impact

The budget for the specified services is a not-to-exceed amount of \$113,870. Please note that the selected proposer for the new solid waste services contract will reimburse the City for this amount within thirty days of the contract award.

Conclusion

Staff recommends that the City Council approve the Professional Services Contract with R3 Consulting Group for the specified services in the amount of \$113,870 and authorize the City Manager to sign the contract on behalf of the City.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
R 3 CONSULTING GROUP, INC.]**

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and R3 Consulting Group, Inc. ("Consultant") as of April 7, 2004.

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2005, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$113,870.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule:
- 2.6 Reimbursable Expenses.** Expenses are included in the total contract amount of \$113,870.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

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

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in

deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect

at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Ninth District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Curt Haven, Director of Economic Development ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
R3 Consulting Group, Inc.
4811 Chippendale Drive, Suite 902
Sacramento, CA 95841
- Any written notice to City shall be sent to:
Curt Haven, Director of Economic Development
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

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

CITY OF RANCHO CORDOVA

CONSULTANT

City Manager



Richard J. Hutchinson, President

Attest:

Lillian Hare, City Clerk

Approved as to Form:

City Attorney

619255

March 22, 2004

Mr. Gene Albaugh, Interim Finance Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: Scope of Work and Budget for Additional Procurement Tasks

Dear Gene:

Here is the Scope of Services and budget we discussed last week regarding the solid waste tasks that need to be completed. These services were part of our original proposal as optional Tasks 7 and 8 and included:

- Preparation and execution of an Interim Service Agreement for the provision of residential collection services for the period from July 1, 2004 through the implementation of the new Collection Services Contract in early 2005;
- Preparation and implementation of a Memorandum of Understanding to address the provision of Household Hazardous Waste collection programs for City residents; (Task 7) and
- Preparation and adoption of (AB 939) solid waste planning documents (Task 8).

The budget for these additional tasks is a not-to-exceed amount of \$113,870. As we discussed this amount may be included with the procurement costs to be reimbursed by the winning proposer on the new Collection Services Contract.

The deadline for completion of the Interim Service Agreement is June 30, 2004. Please note that once the Interim Service Agreement has been negotiated at the staff level it must still must be approved by the Solid Waste Advisory Committee, the County Board of Supervisors and the City Council.

It is important that the AB 939 planning task be started as quickly as possible. The deadline for completion of the planning documents is December 31, 2004 and the penalty for failure to comply with the requirements is a fine of up to \$10,000 per day. Please also note that the local approval process for the planning documents includes several 30-45 day review periods and public workshops that occur near the end of the process.

While the timeline for the completion of these tasks is extremely short, R3 is prepared to begin work immediately upon receipt of a notice-to-proceed. Please feel free to contact me directly at (916) 576-0308 if you have any questions or comments regarding these services.

Sincerely,
R3 CONSULTING GROUP

Ric Hutchinson, Principal

Cc: Curt Haven

PROJECT UNDERSTANDING

The City of Rancho Cordova ("City") incorporated on July 1, 2003. The City has engaged R3 Consulting Group ("R3") to administer a competitive procurement process for residential solid waste services. The City wishes to award a new Collection Services Contract in the summer of 2004, and for the contract term to begin in early 2005.

This additional Scope of Services is to assist the City of Rancho Cordova with two tasks, including 1) preparation of an Interim Service Agreement (ISA), and a Memorandum of Understanding (MOU), between the City and the County of Sacramento ("County"), and 2) preparation and adoption of (AB 939) solid waste planning documents.

Preparation of an Interim Service Agreement and Memorandum of Understanding

At that time of incorporation, the City was receiving all residential solid waste services from Sacramento County. As part of the incorporation process, the County is obligated to continue to provide residential collection services through June 30, 2004.

On December 5, 2003, R3 met with the County to discuss procurement issues, and the County representatives attending the meeting indicated that an Interim Service Agreement must be executed between the City and the County for the continuation of residential solid waste services between July 1, 2004 and the execution of the new Collection Services Contract.

In addition, the County currently administers a regional Household Hazardous Waste ("HHW") Program that typically serves residents from all jurisdictions in the County. County staff have indicated that if the County is not selected as the service provider for the new contract, the County will require a Memorandum of Understanding to address the provision of the HHW Program for City residents.

AB 939 Planning Documents

As a newly incorporated City, Rancho Cordova is required to comply with the requirements of the California Integrated Waste Management Act (AB 939). Conceptually, AB 939 requires municipalities to comply with both landfill diversion mandates and planning requirements.

The landfill diversion mandates require all cities and counties in California to divert fifty percent (50%) of the total waste generated within the boundaries of the jurisdiction from landfill disposal. The new

Scope of Services For Additional Procurement Tasks

R3

Scope of Services

Collection Services Contract will require the selected proposer to divert fifty percent of the residential waste stream from landfill disposal.

The planning requirements mandate that all cities and counties prepare, adopt and submit planning documents to the California Integrated Waste Management Board ("CIWMB"). The required planning documents include a Source Reduction and Recycling Element ("SRRE"), a Household Hazardous Waste Element ("HHWE") and a Non-Disposal Facility Element ("NDFE"). The deadline for completion of the planning documents is December 31, 2004 and the penalty for failure to comply with the requirements is a fine of up to \$10,000 per day.

SRRE

The SRRE is the primary planning document for the evaluation and selection of diversion programs to be implemented by the City. According to the "Model Source Reduction and Recycling Element (SRRE) Guidelines" produced by the CIWMB, the SRRE shall include the following components:

Waste Characterization: the SRRE shall identify the solid waste generated within the city. This information shall represent the solid waste generated within and disposed of by the city, and shall reflect seasonal variations. The material shall be identified by volume or weight, material type, and source of generation (residential, commercial, industrial, governmental, etc.)

Source Reduction Component: the SRRE shall include a list of selected programs, and a corresponding implementation schedule, to demonstrate how the city will reduce the creation of solid wastes.

Recycling Component: the SRRE shall include a list of selected programs, and a corresponding implementation schedule, to demonstrate how the city will recycle a specified portion of the waste stream.

Composting Component: the SRRE shall include a list of selected programs, and a corresponding implementation schedule, to demonstrate how the city will compost a specified portion of the waste stream.

Education and Public Information Component: the SRRE shall describe how the city will increase public awareness of, and participation in, source reduction, recycling, and composting programs.

R3

Scope of Services

Funding Component: the SRRE shall describe how the city will increase public awareness of, and participation in, source reduction, recycling, and composting activities.

Special Waste Component: the SRRE shall describe existing waste handling and disposal practices for special waste including, but not limited to, asbestos and sewage sludge, which are not classified as hazardous waste. The SRRE must identify current and proposed programs to ensure proper handling, reuse, and long-term disposal of special waste.

Facility Capacity Component: the SRRE shall project the amount of disposal capacity needed to accommodate the waste generated within the city for a 15-year period.

HHWE

The primary objective of the Household Hazardous Waste Element ("HHWE") is to identify a program for the safe collection, recycling, treatment and disposal of hazardous wastes, as defined in Section 25117 of the Health and Safety Code, which are generated by households in the city and which should be separated from the solid waste stream.

NDFE

A "non-disposal facility" includes solid waste facilities that are required to obtain a solid waste facility permit, but that are not solid waste disposal or transformation facilities. The non-disposal facilities may include composting facilities, material recovery facilities, transfer stations, etc. The primary objective of the Non-disposal Facility Element is to identify facilities that are currently in operation, or that may be required in the future to comply with the diversion mandates of AB 939.

SCOPE OF SERVICES

The following Tasks have been prepared to help the City develop the MOU and ISA, and to comply with the planning requirements of AB 939.

Task 7: Preparation of the Interim Service Agreement and Memorandum of Understanding

Subtask 7.1: Sacramento County Meetings

R3 will facilitate up to five (5) meetings with representatives of Sacramento County to develop the terms of the Interim Service Agreement for the continuation of service after June 30, 2004, and the Memorandum of Understanding for HHW Services.

R3

Scope of Services

In addition, R3 will also facilitate up to three (3) meetings with representatives of Sacramento County to obtain customer service data to be used in the preparation of the RFP.

Subtask 7.2: Development of ISA and MOU Documents

R3 will develop the initial drafts of the ISA and MOU documents. This task includes meetings with City staff and the City Attorney to discuss the language prior to providing the documents to the County for discussion and review.

Subtask 7.3: Meeting and Presentations

R3 will meet with City staff to develop a Council presentation to obtain formal approval of the ISA and MOU. R3 will also assist staff in presenting the presentation to the City Council. As necessary R3 will attend SWAC and Sacramento County Board of Supervisors meetings to assist in the approval process.

Task 8: AB 939 Planning Process

Task 8.1: Meet with CIWMB to Review Planning Requirements and Schedule

R3 staff will convene a meeting with staff from the California Integrated Waste Management Board's Office of Local Assistance to confirm the specific requirements and schedule for the preparation of the required Planning Documents.

Task 8.2: Develop Preliminary Drafts of AB 939 Planning Documents

R3 will develop a Preliminary Draft of the SRRE, HHWE, and NDFE. The Preliminary Drafts will be distributed to the CIWMB, Sacramento County, adjoining cities and the Solid Waste Advisory Committee ("SWAC") for a review period of no less than 30 days and no more than 45 days. In addition, R3 will facilitate a public hearing to receive comment on the Preliminary Draft.

The development of the SRRE document will require that the City develop a waste generation amount and diversion level. R3 will work with the CIWMB and Sacramento County to develop a methodology to calculate the composition and quantity of solid waste disposed and diverted within the City of Rancho Cordova. R3 will meet with CIWMB staff to review the methodology prior to executing the work. As part of this task, R3 will use existing Waste generation data as provided by Sacramento County and the CIWMB.

R3

Scope of Services

Task 8.3: Develop Final Drafts of AB 939 Planning Documents

R3 will incorporate comments from the appropriate parties and the public hearing into the Final Drafts, and distribute to SWAC and the Local Task Force of affected counties at least 30 days prior to the scheduled public hearing for approval by the City Council.

Task 8.4: Final Submittal to CIWMB and CEQA Process

R3 will prepare the required documentation for the Planning Documents to comply with the CEQA process. *Please note that this proposal assumes a Negative Declaration will be appropriate. If an Environmental Impact Report is required, R3 will submit an additional Scope of Work and budget, as appropriate.*

Upon completion of the CEQA documentation, R3 will facilitate a public hearing to receive comment on the environmental review documentation and for adoption of the Final Draft of the planning documents. R3 will send copies to the CIWMB and Sacramento County within thirty days of adoption by the City Council.

SCHEDULE

R3 will work closely with the City and the CIWMB to complete this project in a timely manner. However, the various reviews and approvals discussed as part of Tasks 7.3, 8.2, 8.3 and 8.4 are mandatory and will require an extensive amount of time. The timely scheduling of these meetings, reviews and public hearings is critical to the overall completion of these tasks and will require cooperation between all of the agencies involved.

BUDGET

R3 proposes to complete this project for a not-to-exceed amount of \$113,870. The table below provides details of the Project Budget.

R3

Scope of Services

City of Rancho Cordova Collection Service Transition & Implementation Tasks 7 & 8 Project Budget		
	Hours	Cost
Task 7 – ISA and MOU with Sacramento County		
Task 7.1 – Sacramento County Meetings	128	\$17,280
Task 7.2 – Development of ISA and MOU Documents	40	\$5,400
Task 7.3 – Meetings and Presentations	24	\$3,240
Total Task 7	196	\$25,920
Task 8 – AB 939 Planning Documents		
Task 8.1 – Meet with CIWMB	20	\$2,700
Task 8.2– Develop Preliminary Drafts of AB 939 Planning Documents	400	\$50,000
Task 8.3- Develop Final Drafts of AB 939 Planning Documents, and Administration of Review Periods and Public Meetings	150	\$20,250
Task 8.4 – Final Submittal to CIWMB and CEQA Process	120	\$15,000
Total Task 8	690	\$87,950
Total	886	\$113,870

R3

Memorandum



Date: April 19, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk
Curt Haven, Director of Economic Development
Tom Trimberger, Chief Building Official
George Anderson, Chief of Police

Subject: Cityhood Birthday Celebration

RECOMMENDATION:

Provide input and suggestions regarding the Cityhood Birthday Celebration planned for July 1, 2004, specifically the theme, location and budget.

BACKGROUND:

A committee comprised of the City Clerk, Economic Development Director, Chief Building Official and Chief of Police was formed and tasked with the responsibility of coming up with ideas to present to the City Council regarding the City's first year birthday celebration.

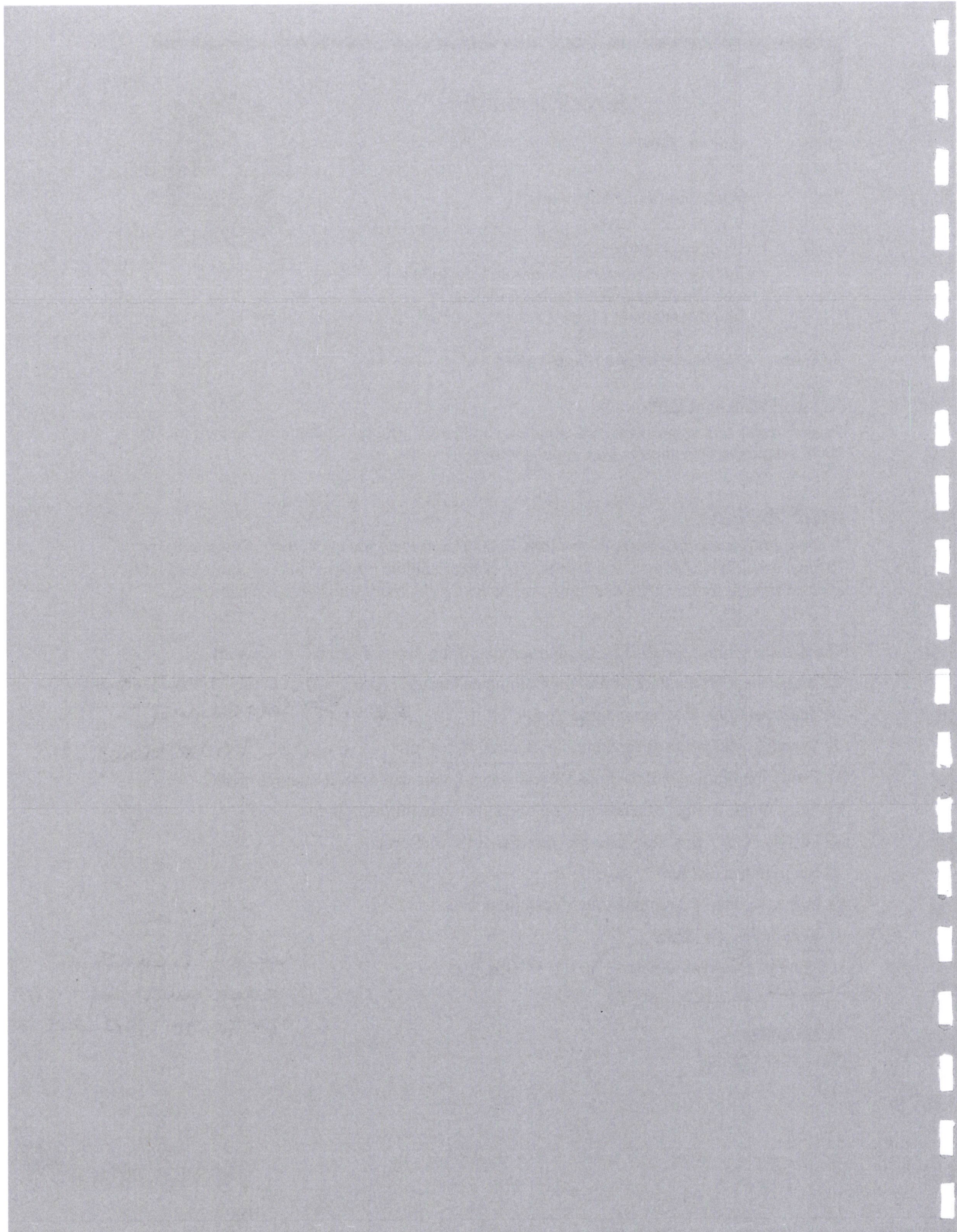
These are the things the Committee discussed to bring forward to the City Council:

- 1) Barbecue at Hagen Park or Mather Commerce Center *or Mills Station*
- 2) Staff and Council to serve dinner (cook?) *or 1st Covenant*
- 3) Evening celebration to be from 5:30 p.m. to 7:30 p.m. *on a Thursday*
- 4) Food: hamburgers/hot dogs, sodas and water, potato salad, beans and ice cream
- 5) Local music groups consisting of school and community members
- 6) Post the City's first year accomplishments at the barbecue
- 7) No speeches just fun
- 8) Invite the whole community and local dignitaries
- 9) Rent tables and chairs
- 10) Hire an event coordinator *✓ cake*

Olivia
of beans & amount of potato salad

Fiscal Impact

Proposed: \$10,000



Nothing has been provided in the Agenda Packet for Item 20. The City Manager will make an oral report and receive direction from the City Council.

Lee Simon

- transportation
- brown fields
- economic redevelopment
after base closure
- parks
- homeland security
- rapid response
to legislative
issues