CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
May 3, 2004
6:30 P.M.

Call to Order

Metro Cable TV Telecast Announcement

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

Pledge of Allegiance

Invocation

1. Reverend Mary E. Hauck, outgoing rector of St. Clement's Episcopal Church, 2378 Zinfandel Drive

Special Presentation:
2. Swearing in and Seating of New Council Member

Consent Calendar

3. **Subject:** Second Reading and Adoption of Ordinance 13-2004 adding Title 10, Chapter 10.30, "Human Habitation of Vehicles," to the Rancho Cordova Municipal Code
Recommendation: Waive reading of the body of the ordinance and adopt Ordinance 13-2004 **(Roll Call Vote)**

4. **Subject:** Second Reading and Adoption of Ordinance 14-2004 Establishing a Special Tax for Police Protection Services for the Sunridge Anatolia III Subdivision
Recommendation: Waive reading of the body of the ordinance and adopt Ordinance 14-2004. **(Roll Call Vote)**

Added to the Agenda:
Item 21: A Resolution Creating Special Tax Area zone 4 and an Urgency Ordinance Establishing a Special Tax for Police Protection Services for the Quick Fit Tire Subdivision: RC 03-055, the need for immediate action having arisen after the posting of the agenda.

5. **Subject:** Second Reading and Adoption of Ordinance 21-2004 Establishing a Special Tax for Police Protection Services for the Ellenwood Court Unit No. 2 Subdivision
Recommendation: Waive reading of the body of the ordinance and adopt Ordinance 21-2004. **(Roll Call Vote)**

6. **Subject:** Resolution approving the Subdivision Map of Subdivision No. 02-263.3 Final Map of Villages of Zinfandel Unit No. 7
Recommendation: Adopt Resolution No. 54-2004.

7. **Subject:** Resolution approving the Subdivision Map of Subdivision No. 02-263.4 Final Map of Villages of Zinfandel Unit No. 4A
Recommendation: Adopt Resolution No. 55-2004.

8. **Subject:** Action approving the disposal of a Xerox 5100 copier as surplus City property
Recommendation: Adopt Resolution No. 56-2004 for the disposal of a Xerox 5100 copier declaring the equipment as surplus to the City and authorizing staff to sell for the best available price or properly dispose of the copier that it is unable to sell.

9. **Subject:** Resolution authorizing change in signatories on the City's checking account and money market account.
Recommendation: Adopt Resolution No. 57-2004.

Oral Communications

10. **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

11. **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. Continued from the April 5, 2004 City Council Meeting
Recommendation: The Planning Commission recommends approval of Resolution 44-2004 for the Design Review of the Mather GET water treatment facility, as provided in the design package (Exhibit A) and the Conditions of Approval (Exhibit B).

12. **Subject:** Horn Road Self Storage 03-062 - Conditional Use Permit, Variance and Development Plan Review. The applicant is requesting a Conditional Use Permit to allow an on-site Managers/Caretaker Apartment on the self-storage site, a Variance to allow a reduction in the required setback from 75 feet to 25 feet and Development Plan Review. The proposed project will be located at 9973 Horn Road in the M-1(NPA) zoning
Recommendation: The Planning Commission recommends the City Council find the project Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act and adopts Resolution No. 51-2004 approving the Variance, Conditional Use Permit and Development Plan Review for Project No. RC-03-062, Horn Road Self Storage subject to the findings and attached Conditions of Approval.

13. **Subject:** Luyung Phase Four RC-04-078 - Development Plan Review. The applicant is requesting Development Plan Review for two (2) new concrete tilt-up industrial buildings. The proposed project will be located at 3158 and 3162 Luyung Dr within the M-2 zoning
Recommendation: The Planning Commission recommends the City Council find the project Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act and adopts Resolution No. 52-2004 approving the Development Plan Review for Project No. RC-04-078, 3158 and 3162 Luyung Drive for two (2) concrete tilt-up buildings subject to the Findings and attached Conditions of Approval.

14. **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. (Continued from April 19) **(Roll Call Vote)**

15. **Subject:** Amendments to the City's Specific Plan Ordinance for the City Council's consideration. Revised procedures will facilitate review of the Sunrise Douglas II Specific Plan and the Rio del Oro project, as well as future Specific Plans
Recommendation: Conduct a public hearing, and introduce and waive first reading of Ordinance No. 11-2004 pertaining to Specific Plan regulations and procedures. **(Roll Call Vote)**

16. **Subject:** Community Facilities Fees. The City has determined that a fee program is needed to mitigate the impacts of future development on the following municipal facilities: city hall, police station and vehicles, community center, corporation yard, library, museum and parking structures. Fees being considered: single family residential is $3,061, multi-family residential $2,391, and square footage fee of $0.39 for commercial, $0.64 for office and $0.17 for industrial spaces
Recommendation: Conduct a public hearing and initiate the recommended Community Facilities Fee Program by adopting Resolution 59-2004. **(Roll Call Vote)**

Regular Calendar Items

17. **Subject:** Request approval to contract with the Sacramento County Sheriff's Department for law enforcement services beginning Fiscal Year 2004-05 and to approve a service plan and memorandum of understanding to be effective July 1, 2004
Recommendation: Adopt Resolution 58-2004 approving a contract for services for a service plan with the Sacramento Sheriff's Department that will ensure the public's safety and provide the full range of police services required of the city.

18. **Subject:** El Dorado Hills Incorporation Committee Presentation and Request for Funds
Recommendation: Direct staff as deemed appropriate.

19. **Subject:** Process for Appointing to Fill a Vacancy on the Planning Commission
Recommendation: Direct staff as deemed appropriate.

20. **Subject:** Appointments of Council Member (s) to Fill Vacancies on Regional Boards.
Recommendation: Make appointments to fill the vacancies on the: 1) County Criminal Justice Cabinet, and 2) the County Sanitation District.

Council Reports

Written Correspondence

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Tuesday, May 11, 2004 – Study Session
Monday, May 17, 2004 – Regular City Council Meeting
Monday, June 7, 2004 – Regular City Council Meeting
Tuesday, June 15, 2004 – Study Session
Monday, June 21, 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@cityofranchocordova.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 May 3, 2004 regular meeting of the Rancho Cordova City Council was posted on April 29, 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.cityofranchocordova.org.

Signed this 29th day of April 2004 at Rancho Cordova, California.

Lillian E Hare

Lillian E. Hare, City Clerk

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

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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 3rd day of May, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

LINDA BUDGE, MAYOR

ATTEST:

_____

LILLIAN HARE, CITY CLERK

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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 XIIIA 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

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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:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year) / (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 1 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 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 3rd 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	Specific Land Use	Occupancy	Tax Per Parcel
A (Residential)	1 (Single Family)	A (Subdivision)	$250.00

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 XIIIA 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

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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 Preceding Fiscal Year) / (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, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 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 3rd 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	Specific Land Use	Occupancy	Tax Per Parcel
A (Residential)	1 (Single Family)	A (Subdivision)	$250.00

Memorandum

Agenda date: May 3, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director CA

SUBJECT: **VILLAGES OF ZINFANDEL UNIT NO. 7 (112 LOTS)**

BACKGROUND:

Submitted herewith for approval is the subdivision map of Villages of Zinfandel Unit No. 7 subdivision, located on the west side of the southerly extension of Zinfandel Drive.

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 March 24, 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. 929293660 with The Continental Insurance Company in the amount of $1,662,000.00. Bond No. 929293660 with The Continental Insurance Company in the amount of $831,000.00 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. 929293698 with American Casualty Company of Reading, Pennsylvania in the amount of $14,094.00 has satisfactorily provided for the 2004 - 2005 tax estimate.

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.

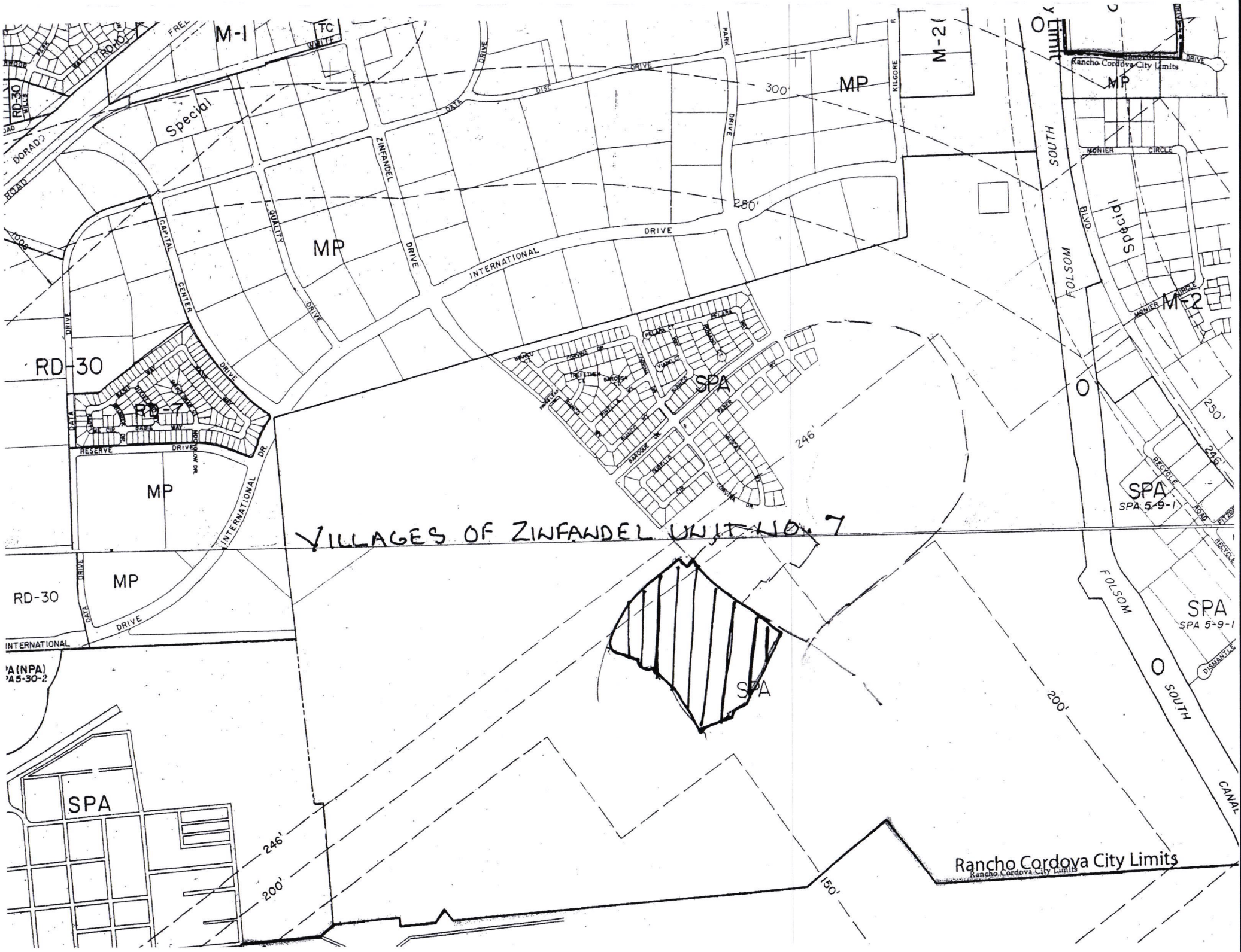
AGENDA ITEM # 6

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 1, 2004 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


VILLAGES OF ZINFANDEL UNIT NO. 7
M-1
M-2
M-21
MP
RD-30
RD-7
SPA
SPA 5-9-1
Special
Rancho Cordova City Limits
INTERNATIONAL DRIVE
ZINFANDEL DRIVE
QUALITY DRIVE
CAPITAL CENTER DRIVE
DATA DRIVE
DISC DRIVE
PARK DRIVE
KILGORE
SOUTH FOLSOM BLVD
MONIER CIRCLE
RESERVE DRIVE
MONTEVINA DR.
DORADO ROAD
RECYCLE ROAD
DISMANTLE
300'
280'
250'
246'
200'
150'

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 7 AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY PUBLIC USES, THE DRIVES, COURTS AND WAYS SHOWN HEREON AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVES, COURTS AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) IN WIDTH AND CONTIGUOUS TO THE DRIVES, COURTS AND WAYS SHOWN HEREON, AND ALL OF LOTS B, C AND D SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

ELLIOTT HOMES, INC.
AN ARIZONA CORPORATION

_____ 4/20/04
DATE

Stephen Hennington, V.P.
PRINT NAME & TITLE

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento

ON THE 20th DAY OF April, 2004 BEFORE ME, Sheri Hassell, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Stephen Hennington ~~PERSONALLY~~ KNOWN TO ME OR ~~PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE~~ TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: Sheri Hassell

COUNTY OF: Sacramento

MY COMMISSION EXPIRES: Sept 24, 2007

Commission # 1436607

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 SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT HOMES, INC. ON FEBRUARY 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY FEBRUARY 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP. 09-30-04
No. 6815
STATE OF CALIFORNIA

_____
MICHAEL E. LONG
P.L.S. 6815 EXP. 09-30-04
WOOD RODGERS, INC.

4/15/04
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 7 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
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 ENTITLED VILLAGES OF ZINFANDEL UNIT NO. 7 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES, COURTS AND WAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20___, AT _____M IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ELLIOTT HOMES, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

SIGNED: _____ BY: _____
COUNTY RECORDER DEPUTY

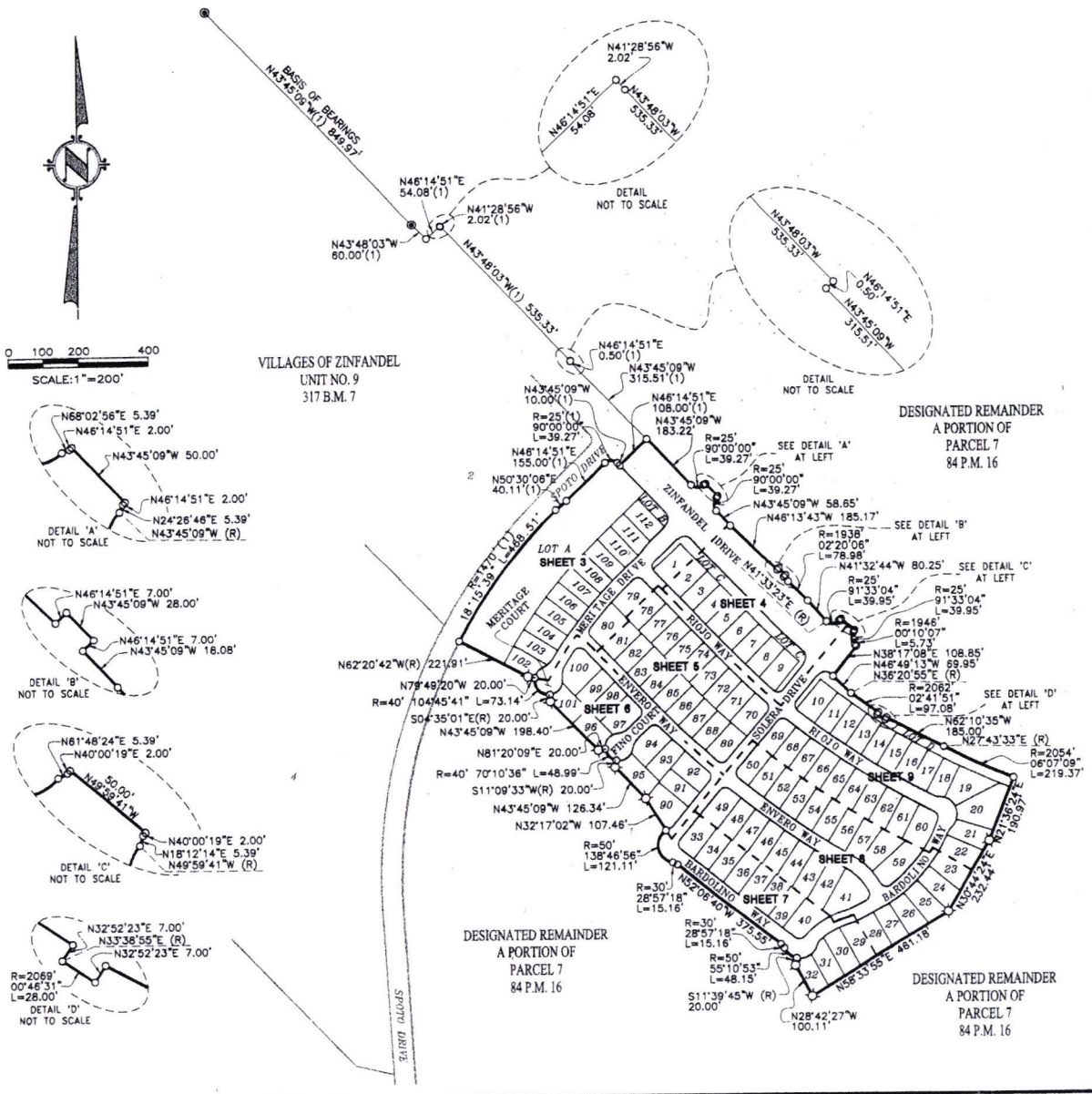
FINAL MAP NO. 02-0263.3 OF

VILLAGES OF ZINFANDEL
UNIT NO. 7

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MAY 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767



NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 26.30± ACRES GROSS, CONSISTING OF 112 RESIDENTIAL BUILDING LOTS AND 4 MISCELLANEOUS LOT.

3. LOT A IS DESIGNATED FOR OPEN SPACE AND GREENBELT PURPOSES.

3. LOTS B, C AND D ARE DESIGNATED AS FOR LANDSCAPING AND PUBLIC UTILITY EASEMENTS PURPOSES.

4. LOTS A, B, C AND D SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.

6. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, KUHL, AND ASSOCIATES DATED FEBRUARY 3, 2003. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.

7. THERE IS A FIVE (5) FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LEGEND

o	DIMENSION POINT
⊥	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
⌀	SET 3/4" IRON PIPE WITH PLUG – L.S. 6815
⌑	SET 1–1/4" IRON PIPE WITH PLUG – L.S. 6815
⌀	SET 5/8" REBAR WITH CAP – L.S. 6815 – WITNESS CORNER
◉	FOUND 3/4" IRON PIPE WITH PLUG – L.S. 6815
(R)	RADIAL LINE
P.U.E.	PUBLIC UTILITY EASEMENT
DELTA	XX° XX' XX"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 9" AND RECORDED IN BOOK 317 OF FINAL MAPS, AT PAGE 7, IN SAID COUNTY, SAID LINE IS TAKEN TO BEAR NORTH 43°45'09" WEST.

REFERENCES

(1) 317 B.M. 7, VILLAGES OF ZINFANDEL UNIT NO. 9

FINAL MAP NO. 02-0263.3 OF

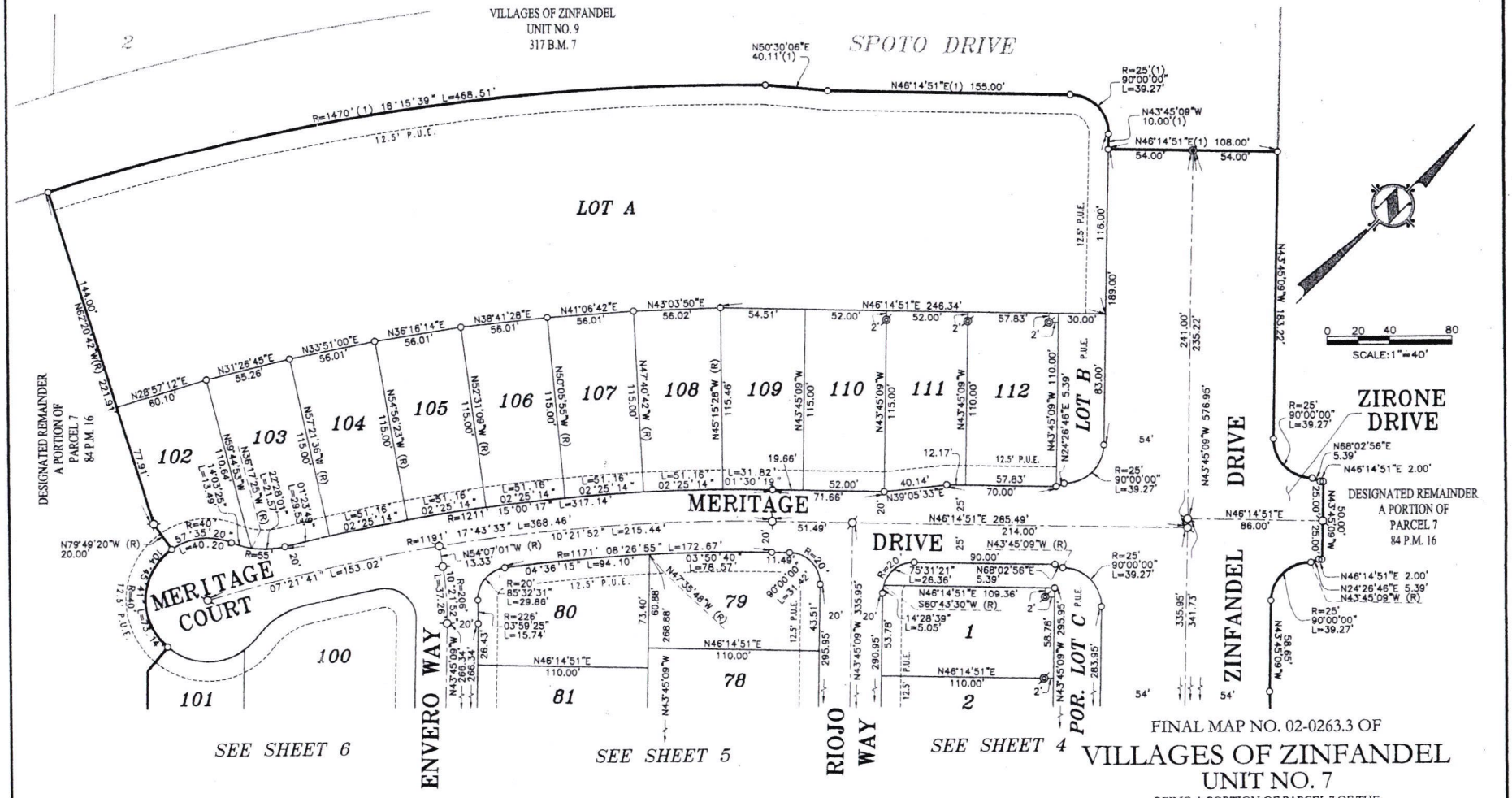
VILLAGES OF ZINFANDEL UNIT NO. 7

BEING A PORTION OF PARCEL 7 OF THE "COOK CAPITOL CENTER" PARCEL MAP FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MAY 2004

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Sacramento, CA 95816 Fax 916.341.7767

1070.033



NOTES

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

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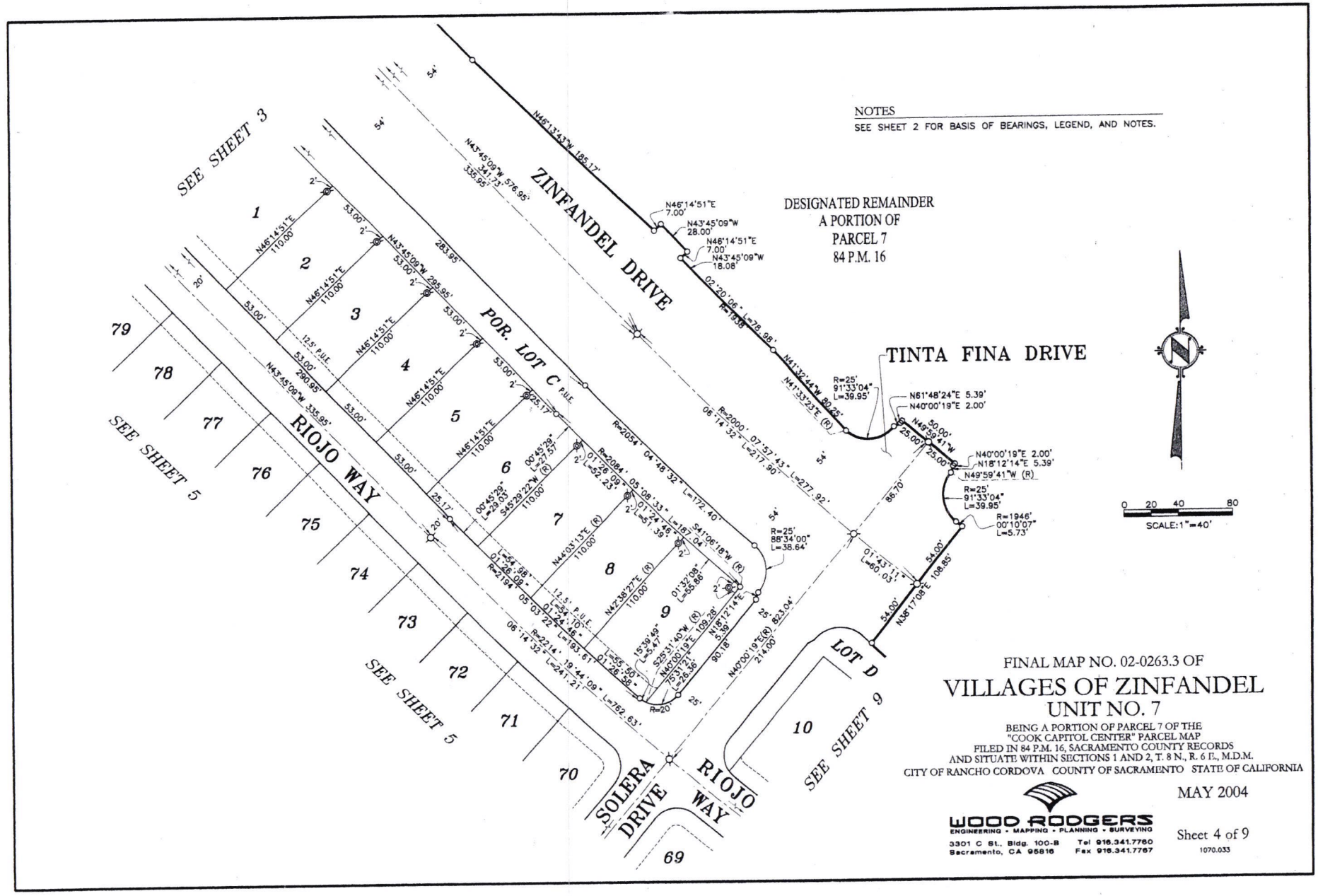
VILLAGES OF ZINFANDEL
UNIT NO. 7

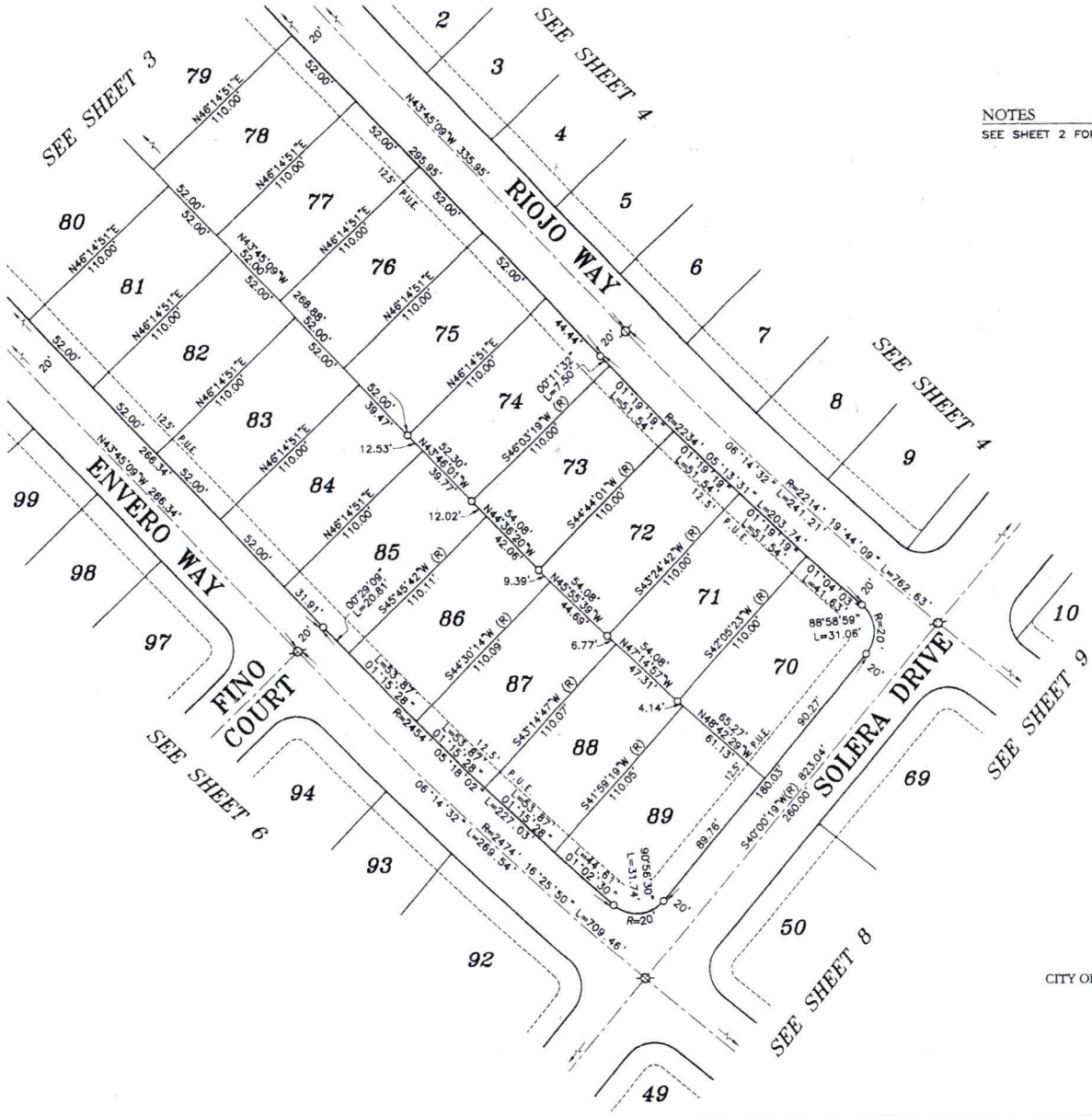
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NOTES
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DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16
ZINFANDEL DRIVE
TINTA FINA DRIVE
RIOJO WAY
SOLERA DRIVE
RIOJO WAY
POR. LOT C
LOT D
SEE SHEET 3
SEE SHEET 5
SEE SHEET 5
SEE SHEET 9
SCALE:1"=40'
FINAL MAP NO. 02-0263.3 OF
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Sheet 4 of 9
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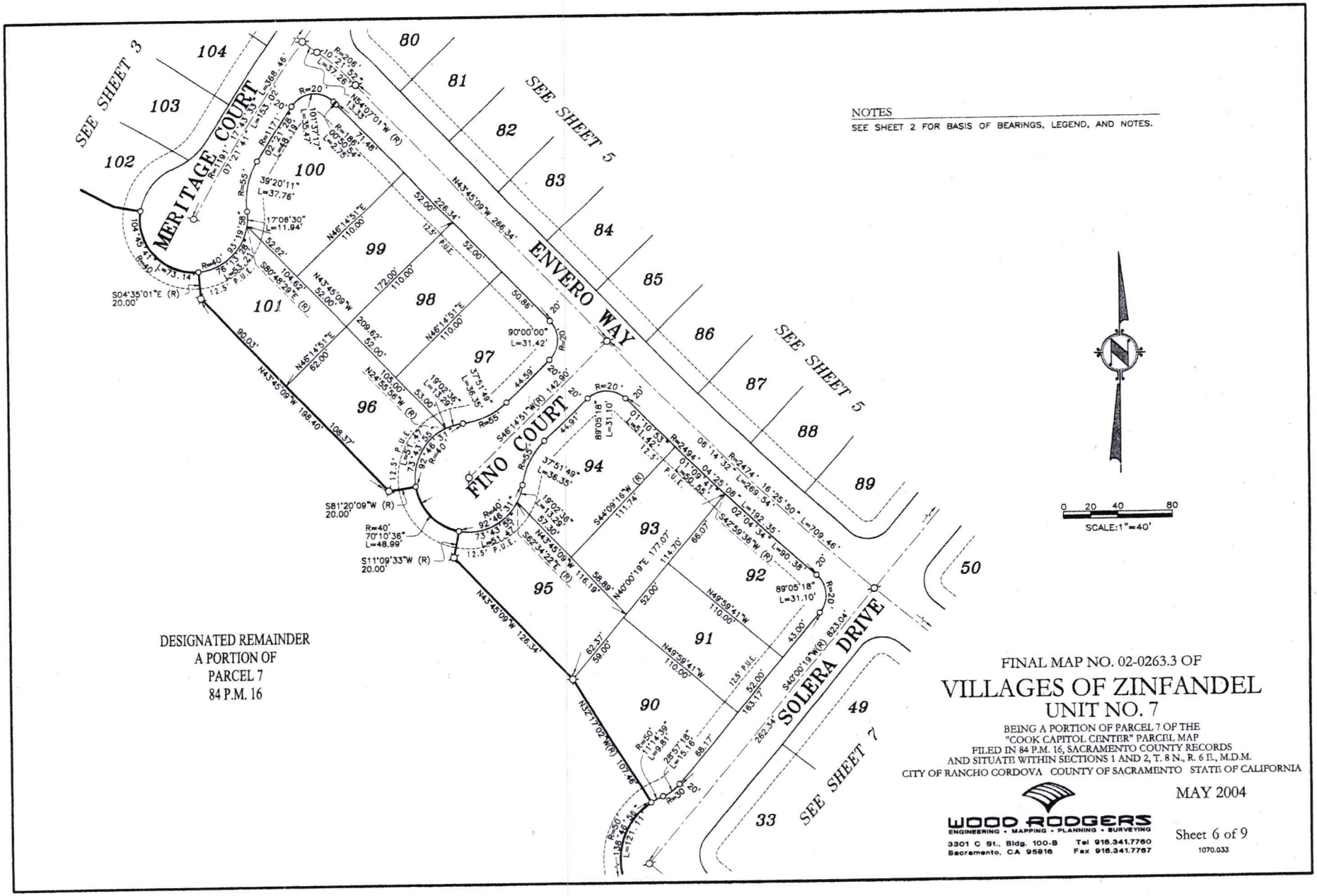
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A PORTION OF
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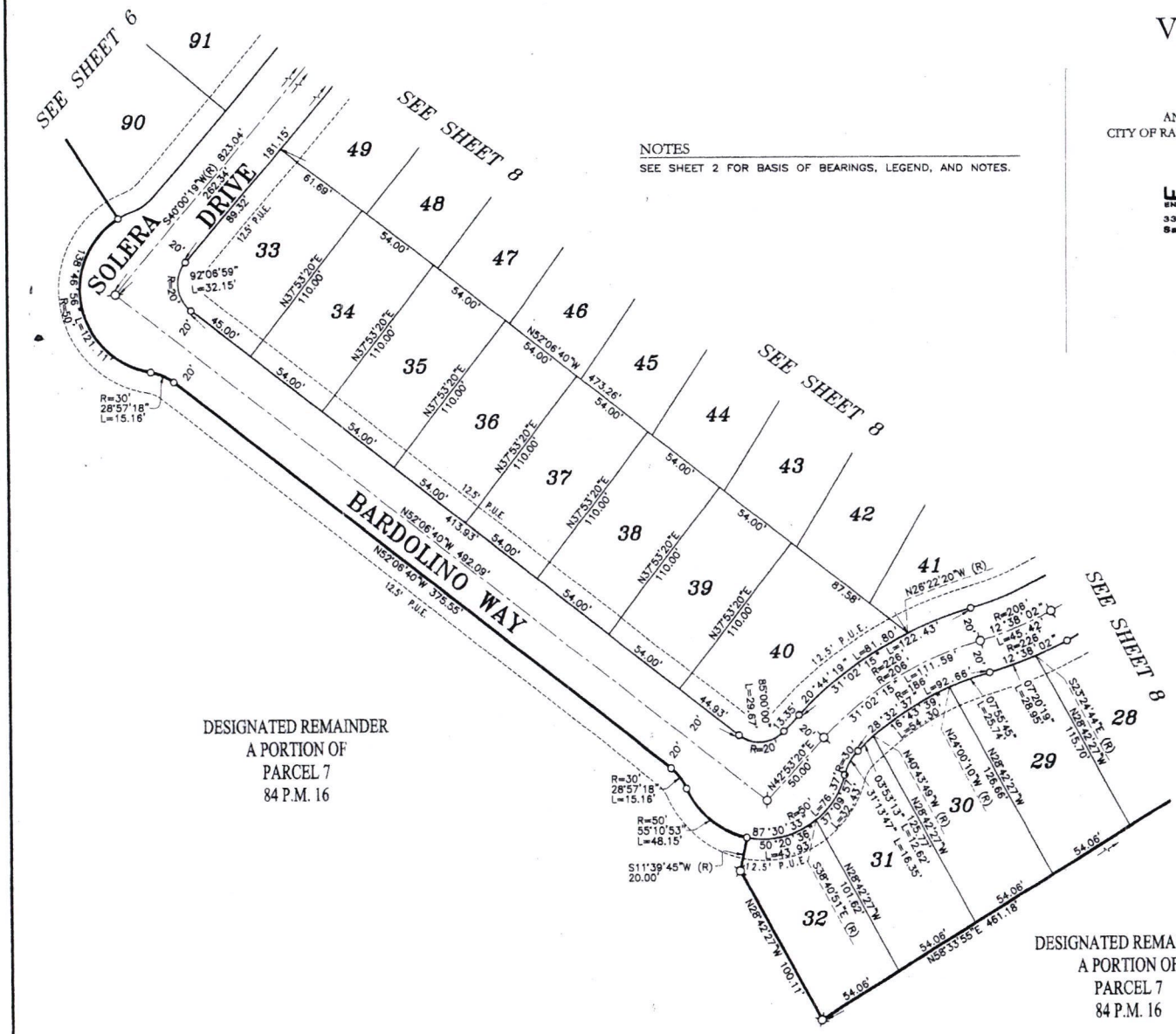
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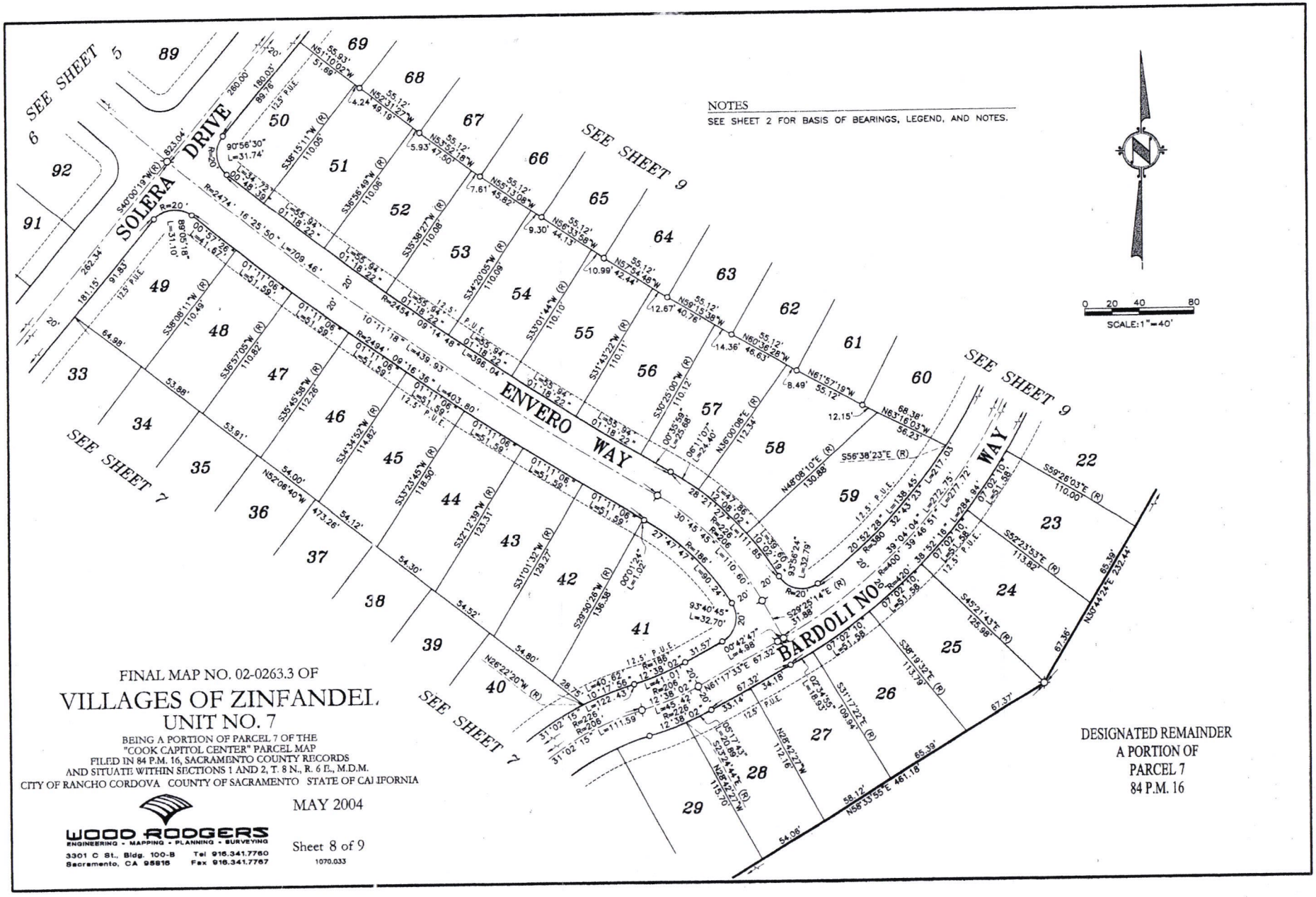
NOTES

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DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16

DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16



FINAL MAP NO. 02-0263.3 OF

VILLAGES OF ZINFANDEL

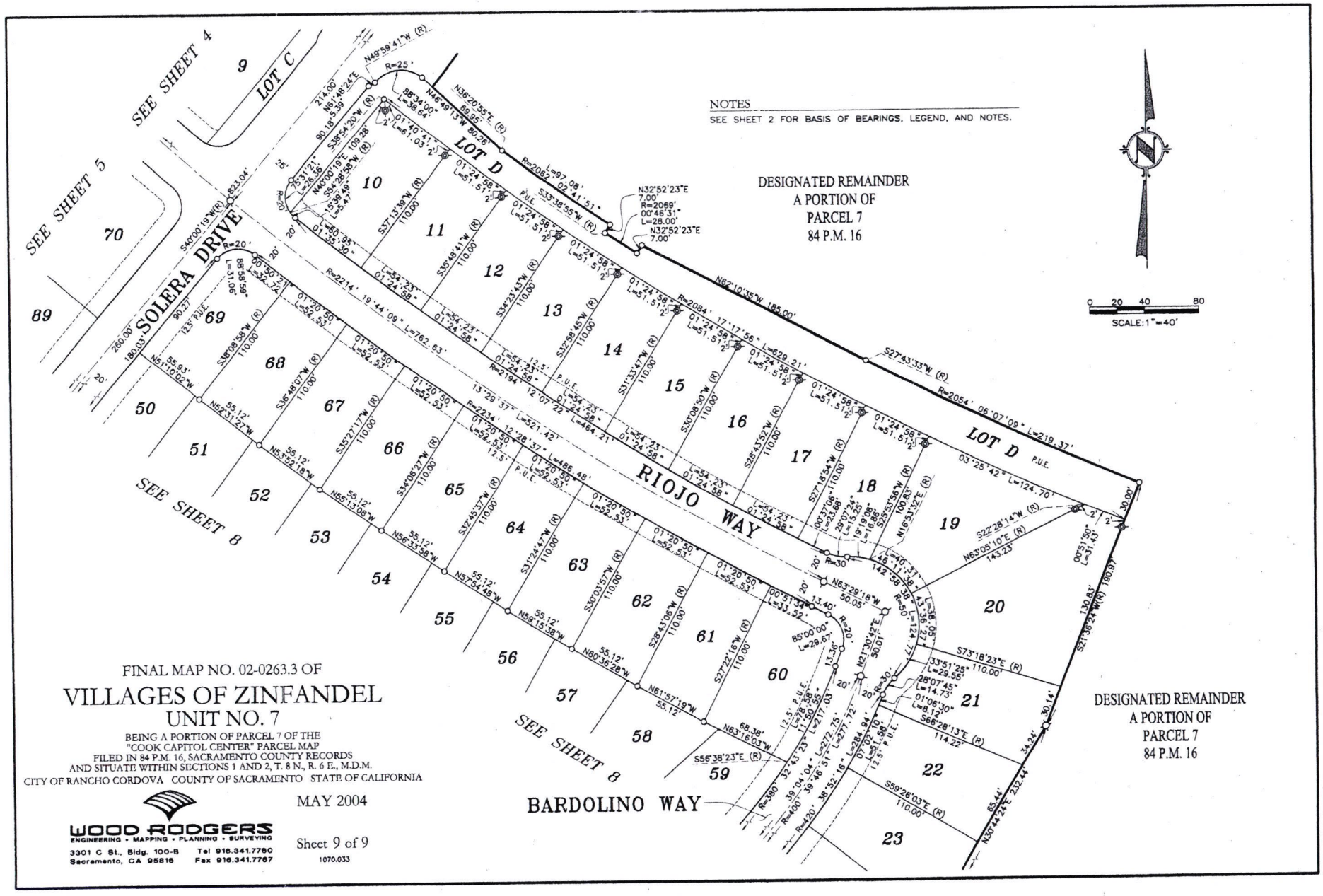
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RESOLUTION NO. 54-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO. 02-0263.3 VILLAGES OF ZINFANDEL UNIT NO. 7

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 **Elliott Homes, Inc., an Arizona Corporation** and the subdivision designated as **Villages of Zinfandel Unit No. 7** 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

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2003, by and between the CITY OF RANCHO CORDOVA, a political subdivision of the State of California (hereinafter "CITY"), and **Elliott Homes, Inc., an Arizona 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 **Villages of Zinfandel Unit No.7** 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. **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.

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

8. **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.

9. **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.

10. **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.

11. **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 **$ 1,662,000.00**. 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.

12. 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.

13. Inspection of Work In Progress. (a) Principal may request City's 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 City Engineer 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.

14. Execution By Real Part 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.

15. 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.

16. City 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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_____

ATTEST:_____
Clerk of the City Council

PRINCIPAL

ELLIOTT HOMES, INC.,
AN ARIZONA CORPORATION

BY_____

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On October 15, 2003 (Date) before me, Tanya Thompson, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Stephen Hemington (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.

Tanya Thompson
Signature of Notary Public

TANYA THOMPSON
Commission # 1383128
Notary Public - California
Sacramento County
My Comm. Expires Nov 3, 2006

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 Improvement Agreement - City of Rancho Cordova

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

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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

==========

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

072-0370-082-0000

Paid through tax year: **2003-2004**

Map Title:

VILLAGES OF ZINFANDEL UNIT NO. 7

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 20th day of April, 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)

ELLIOTT HOMES INC., AN ARIZONA 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:** 04/19/04

Reference #: 03-414

Requestor Stewart Title Telephone: (916) 484-6990

Parcel/Subdivision Name Villages of Zinfandel Unit 7 Request Received on: 04/12/04

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
072-0370-082-0000	6.84	594,455	6,069	$14,094.00
				$
				$
				$
				$
(See reverse side for additional information)			TOTAL (Both Sides)	$14,094.00

Formerly Parcel(s) 072-0370-079-0000=4.07%

Supplemental Taxes

☒ No Estimate Required

☐ For Change in Ownership _____ Book and Page

☐ For Completed New Construction _____ Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
				$
				$
				$
(See reverse side for additional information)			TOTAL (Both Sides)	$

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 _____
Customer Service Unit

Bond No. 929293698
Premium: $130.00 for term

SUBDIVISION TAX BOND

KNOW ALL MEN BY THESE PRESENTS:

That we **Elliott Homes, Inc., an Arizona Corporation** as Principal and American Casualty Company of Reading, Pennsylvania, a corporation created, organized and existing under and by virtue of the laws of the State of Pennsylvania as Surety, are held and firmly bound unto the COUNTY OF SACRAMENTO, State of California, in the penal sum of

FOURTEEN THOUSAND NINETY FOUR AND 00/100 ($14,094.00) 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: **Villages of Zinfandel Unit No. 7** 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 20 day of April, 2004

(Principal)

ELLIOTT HOMES, INC, AN ARIZONA CORPORATION

BY: _____ V.P.

(Surety)

American Casualty Company of Reading, Pennsylvania

by: _____

Renee Ramsey, Attorney-in-Fact

STATE OF California

COUNTY OF Sacramento

On April 20, 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

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

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)

American Casualty Company of Reading,
Pennsylvania

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W. Pratt, B. G. Midstokke, Gregory M. Scoville, Cheryl A. Greco, Renee Ramsey, Individually

of Sacramento, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

--- In Unlimited Amounts ---

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of March, 2001.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler — Group Vice President

State of Illinois, County of Cook, ss:

On this 2nd day of March, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/01

My Commission Expires September 17, 2001 — Diane Faulkner — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20 day of April, 2004.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis — Assistant Secretary

(Rev. 1/23/01)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On APRIL 21, 2004 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared STEPHEN HEMINGTON (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.

SHERI HASSELL
COMM. #1436607
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. Sept 24, 2007

WITNESS my hand and official seal.

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 (VILLAGES OF ZINFANDEL UNIT NO. 7, BOND #929293698)

Document Date: APRIL 20, 2004 Number of Pages: 6 INCL. ACK.

Signer(s) Other Than Named Above: RENEE RAMSEY

Capacity(ies) Claimed by Signer

Signer's Name: STEPHEN HEMINGTON

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: ELLIOTT HOMES, INC.

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NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain Insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Bond No. 929293698

Dated: April 20, 2004

Form F7310

Bond No. 929293660

Premium $5,817.00

PERFORMANCE BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA 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 _____2003 , and identified as project **VILLAGES OF ZINFANDEL UNIT NO. 7** 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 The Continental Insurance Company as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called the City, in the penal sum of:

ONE MILLION SIX HUNDRED SIXTY TWO THOUSAND AND 00/100 ($1,662,000.00)

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 October 14, 2003

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: _____

The Continental Insurance Company
(SURETY)

BY _____
Renee Ramsey, Attorney-In-Fact

InterWest Insurance Services, Inc.
Noack & Dean Division
3636 American River Drive, 2nd Floor
Sacramento, CA 95864-5901
Renee Ramsey

STATE OF California

COUNTY OF Sacramento

On October 14, 2003, 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

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

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)

The Continental 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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W. Pratt, B. G. Midstokke, Renee Ramsey, Individually

of Sacramento, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

--- In Unlimited Amounts ---

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 4th day of April, 2002.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler — Group Vice President

State of Illinois, County of Cook, ss:

On this 4th day of April, 2002, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/05

My Commission Expires September 17, 2005

Diane Faulkner — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 14th day of October, 2003.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis — Assistant Secretary

(Rev. 10/11/01)

Bond No. 929293660
Premium included in
Performance Bond

LABOR AND MATERIAL BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA 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_____, 2003, and identified as project **VILLAGES OF ZINFANDEL UNIT NO. 7** 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: **EIGHT HUNDRED THIRTY ONE THOUSAND AND 00/100 ($831,000.00) D0LLARS** 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 October 14, 2003.

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY _____

The Continental Insurance Company
SURETY

BY: _____
Renee Ramsey, Attorney-In-Fact

L&M Bond

InterWest Insurance Services, Inc.
Noack & Dean Division
3636 American River Drive, 2nd Floor
Sacramento, CA 95864-5901
Renee Ramsey

STATE OF California

COUNTY OF Sacramento

On October 14, 2003, 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

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

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)

The Continental 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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W. Pratt, B. G. Midstokke, Renee Ramsey, Individually

of Sacramento, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

--- In Unlimited Amounts ---

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 4th day of April, 2002.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler — Group Vice President

State of Illinois, County of Cook, ss:

On this 4th day of April, 2002, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/05

My Commission Expires September 17, 2005

Diane Faulkner — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 14th day of October, 2003.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis — Assistant Secretary

(Rev. 10/11/01)

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain Insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Bond No. 929293660

Dated: October 14, 2003

Form F7310

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On October 15, 2003 (Date) before me, Tanya Thompson, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Stephen Henington (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.

TANYA THOMPSON
Commission # 1383128
Notary Public - California
Sacramento County
My Comm. Expires Nov 3, 2006

WITNESS my hand and official seal.

Tanya Thompson
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: Bond, Villages of Zinfandel Unit 7

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On October 15, 2003 (Date) before me, Tanya Thompson, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Stephen Henington (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.

Tanya Thompson
Signature of Notary Public

TANYA THOMPSON
Commission # 1383128
Notary Public - California
Sacramento County
My Comm. Expires Nov 3, 2006

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Description of Attached Document

Title or Type of Document: Labor and Material Bond, Villages of Zinfandel Unit 7

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

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Sacramento Metropolitan Fire District

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

RICK MARTINEZ
Fire Chief

October 28, 2003

Travis Batts
Elliot Homes, Inc.
80 Iron Point Road Ste. 110
White Rock, CA 95630

Re: Villages of Zinfandel Unit 7, APN 072-0370-079

The above noted subdivision is within the boundaries of the Sacramento Metropolitan Fire District (District). This subdivision will be served by the fire station located at 3180 Kilgore Road (near White Rock Road), which is approximately 2 miles travel distance to the proposed subdivision.

The subdivision is required to have approved "all-weather" road surfaces and an approved water distribution system with working fire hydrants prior to the start of construction. The minimum "fire flow" requirement is 1000 gallons per minute for homes under 3,600 square feet (including garage).

Please call Inspector Michael Magee at 916-942-3357 if you have any questions or need further information.

Sincerely,

Michael Dobson
Fire Marshal

CC: File

SCWC

SOUTHERN CALIFORNIA WATER COMPANY

A SUBSIDIARY OF AMERICAN STATES WATER COMPANY

3035 PROSPECT PARK DRIVE, SUITE 60 • RANCHO CORDOVA, CA 95670 • (916) 853-3600 • (916) 852-0171

Post-it® Fax Note 7671	Date 7/24/03	# of pages ▶ 1
To Travis Batts	From Scott Fort	
Co./Dept. Stewart Title	Co. SCWC	
Phone #	Phone # 916-853-3628	
Fax # 916-484-0802	Fax # 916-852-0171	

July 24, 2003

Mr. Travis Batts
Stewart Title of Sacramento
6700 Fair Oaks Boulevard
Carmichael, CA 95608

VILLAGES OF ZINFANDEL UNIT 7 - Proposed Final Map No. 93-0533.10 containing 112 residential lots and 4 miscellaneous lots. The project can be further identified as being a portion of Parcel 7 of the "Cook Capitol Center" Parcel Map.

Dear Mr. Batts:

Water service is available to this site from our Cordova water system. The Cordova system is currently supplied by multiple ground water wells and surface water treated at our Coloma Treatment Plant. Service to this site can be provided from our existing water facilities within Zinfandel Drive, International Drive and other facilities constructed as part of the Villages of Zinfandel development.

Upon completion of satisfactory financial arrangements under our Main Extension Rule, Southern California Water Company will provide water service to this project. In accordance with analyses performed for the Villages of Zinfandel Master Development Plan, this unit (project) requires the developer participate in the construction of special facilities prior to the Company providing water to the project.

Sincerely,

Scott D. Fort

Scott D. Fort, P.E.
Northern District Engineer

c: M. Benbow, Arden-Cordova Water Service
M. Nisenboym, Southern California Water Company

WOOD RODGERS

1070.033

April 15, 2004

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

RE: Final map for Villages of Zinfandel Unit No. 7

To Whom It May Concern:

This letter is to assure the City of Rancho Cordova that there are sufficient funds available to ensure that the monuments shown on the above-referenced Final Map will be set by the date indicated on said map. We do not require a bond be taken by the City of Rancho Cordova for the setting of these monuments.

Sincerely,

WOOD RODGERS, INC

Michael E. Long, P.L.S.



Corporate Office: 3301 C Street, Bldg. 100-B • Sacramento, CA 95816 • 916.341.7760 • Fax 916.341.7767
Sacramento, CA • San Francisco, CA • Reno, NV • Salinas, CA • Modesto, CA • Oakland, CA
www.woodrodgers.com

Memorandum

Agenda date: May 3, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director CA

SUBJECT: VILLAGES OF ZINFANDEL UNIT NO. 4A (46 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Villages of Zinfandel Unit No. 4A subdivision, located on the east side of the southerly extension of Zinfandel Drive.

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 March 24, 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. 929293696 with The Continental Insurance Company in the amount of $1,225,500.00. Bond No. 929293696 with The Continental Insurance Company in the amount of $612,750.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit in the amount of $257.00 with the County Auditor's office has satisfactorily guaranteed the 2004-2005 tax estimate.

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.

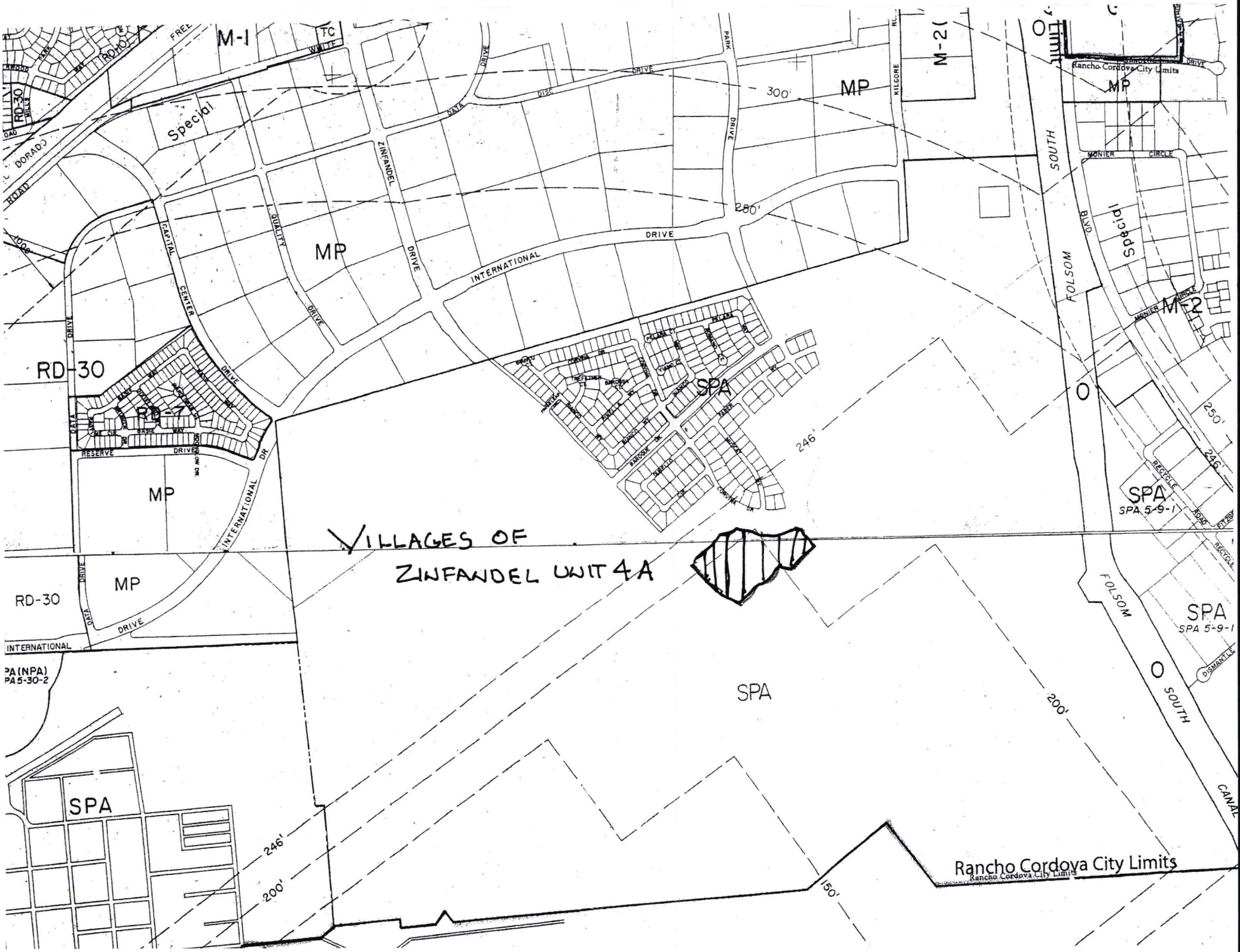
AGENDA ITEM # 7

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 1, 2004 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


M-1
TC
FREE
WAY
RD-30
DORADO
ROAD
Special
ZINFANDEL
DRIVE
DATA
DISC
PARK
KILGORE
M-21
MP
300'
250'
INTERNATIONAL
DRIVE
CAPITAL
CENTER
QUALITY
RD-30
RD-7
RESERVE
SPA
246'
SPA
SPA 5-9-1
MONIER
CIRCLE
M-2
SOUTH
FOLSOM
BLVD.
Rancho Cordova City Limits
VILLAGES OF
ZINFANDEL UNIT 4A
SPA(NPA)
SPA 5-30-2
200'
150'
CANAL
Rancho Cordova City Limits

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 4A AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY PUBLIC USES, THE WAYS, COURTS AND DRIVE SHOWN HEREON AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC WAYS, COURTS AND DRIVE SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) IN WIDTH AND CONTIGUOUS TO THE WAYS, COURTS AND DRIVE SHOWN HEREON, AND ALL OF LOTS A, B AND C SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

ELLIOTT HOMES, INC.
AN ARIZONA CORPORATION

_____ 4/20/04
DATE

Stephen Hennington, V.P.
PRINT NAME & TITLE

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento

ON THE 20th DAY OF April, 2004, BEFORE ME, Sheri Hassell, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Stephen Hennington

☒ PERSONALLY KNOWN TO ME OR ☐ ~~PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE~~ TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: Sheri Hassell

COUNTY OF: Sacramento

MY COMMISSION EXPIRES: Sept. 24, 2007

Commission # 1436607

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 SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT HOMES, INC. ON FEBRUARY 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY FEBRUARY 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP. 09-30-04
No. 6815
STATE OF CALIFORNIA

_____
MICHAEL E. LONG
P.L.S. 6815 EXP. 09-30-04
WOOD RODGERS, INC.

4/15/04
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 4A AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE COUNTY OF SACRAMENTO, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
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 ENTITLED VILLAGES OF ZINFANDEL UNIT NO. 4A AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE, COURTS AND WAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____M IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ELLIOTT HOMES, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

SIGNED: _____ BY: _____
COUNTY RECORDER DEPUTY

SUBDIVISION MAP NO. 02-0263.4 OF

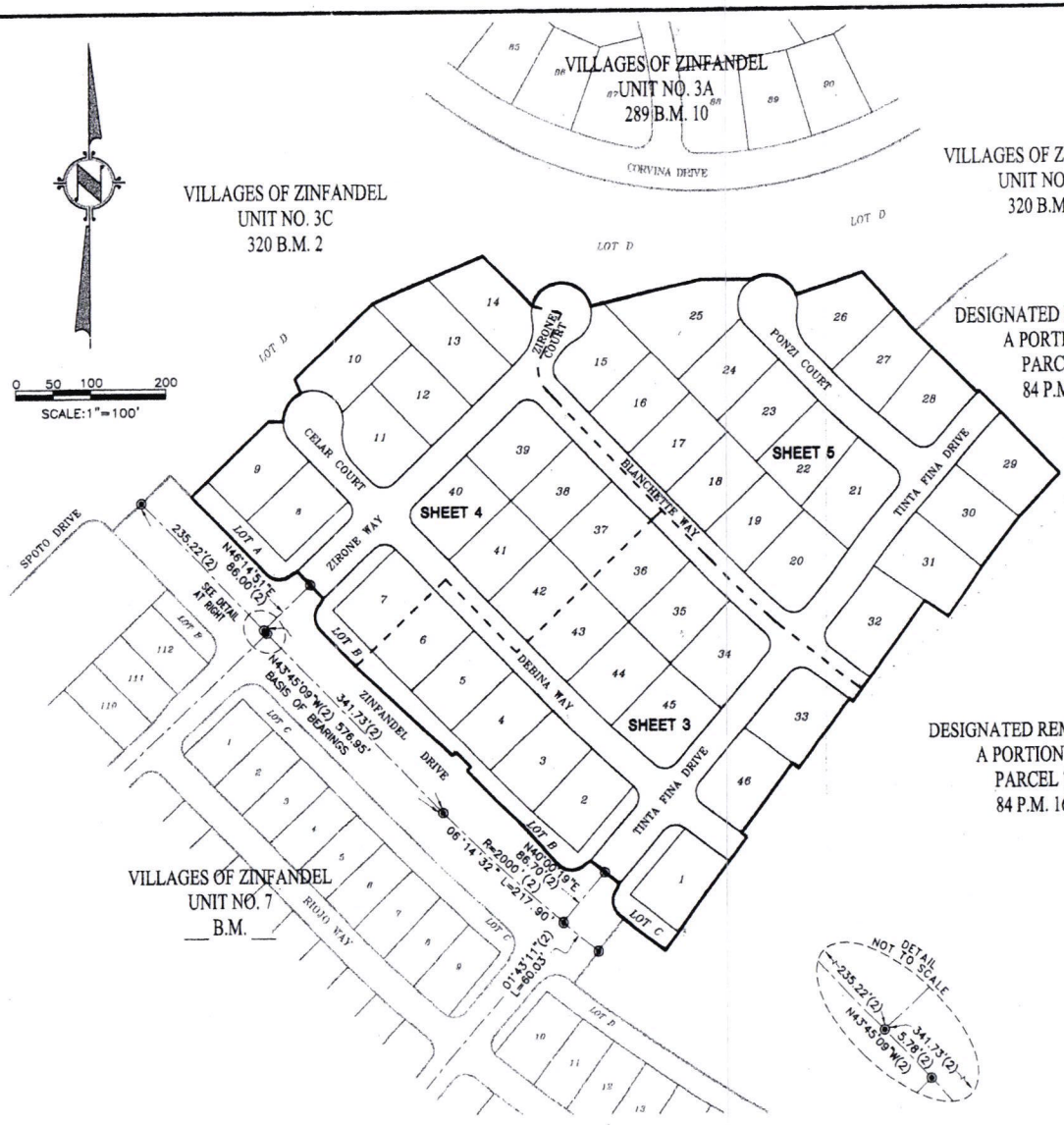
VILLAGES OF ZINFANDEL
UNIT NO. 4A

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MAY 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1070.035



NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 13.58± ACRES GROSS, CONSISTING OF 46 RESIDENTIAL BUILDING LOTS AND 3 MISCELLANEOUS LOTS.

3. LOTS A, B AND C ARE DESIGNATED AS FOR LANDSCAPING AND PUBLIC UTILITY EASEMENTS PURPOSES.

4. LOTS A, B AND C SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.

5. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, KUHL, AND ASSOCIATES DATED FEBRUARY 3, 2003. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.

6. THERE IS A FIVE (5) FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LEGEND

O	DIMENSION POINT
⊥	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
⊕	SET 3/4" IRON PIPE WITH PLUG – L.S. 6815
⌑	SET 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
⌑	FOUND 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
⌀	SET 5/8" REBAR WITH CAP – L.S. 6815 – WITNESS CORNER
◉	FOUND 3/4" IRON PIPE WITH PLUG – L.S. 6815
(R)	RADIAL LINE
OA	OVERALL
P.U.E.	PUBLIC UTILITY EASEMENT
DELTA	XX° XX' XX"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 7" AND RECORDED IN BOOK ____ OF FINAL MAPS, AT PAGE ____, IN SAID COUNTY, SAID LINE IS TAKEN TO BEAR NORTH 43°45'09" WEST.

REFERENCES

(1) 320 B.M. 2, VILLAGES OF ZINFANDEL UNIT NO. 3C
(2) ___ B.M. ___, VILLAGES OF ZINFANDEL UNIT NO. 7

SUBDIVISION MAP NO. 02-0263.4 OF

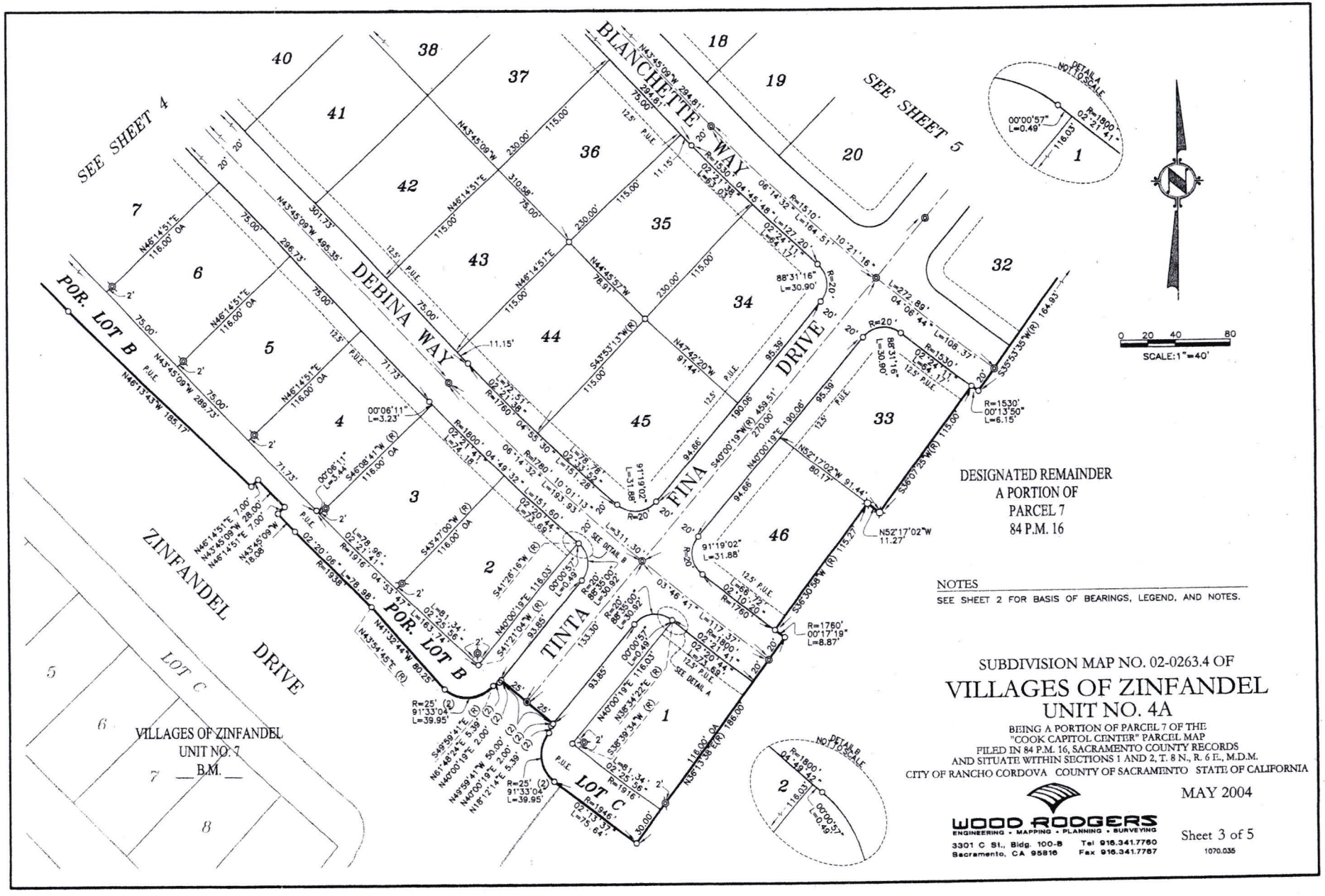
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CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MAY 2004

WOOD RODGERS
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3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1070.035



NOTES

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

SUBDIVISION MAP NO. 02-0263.4 OF

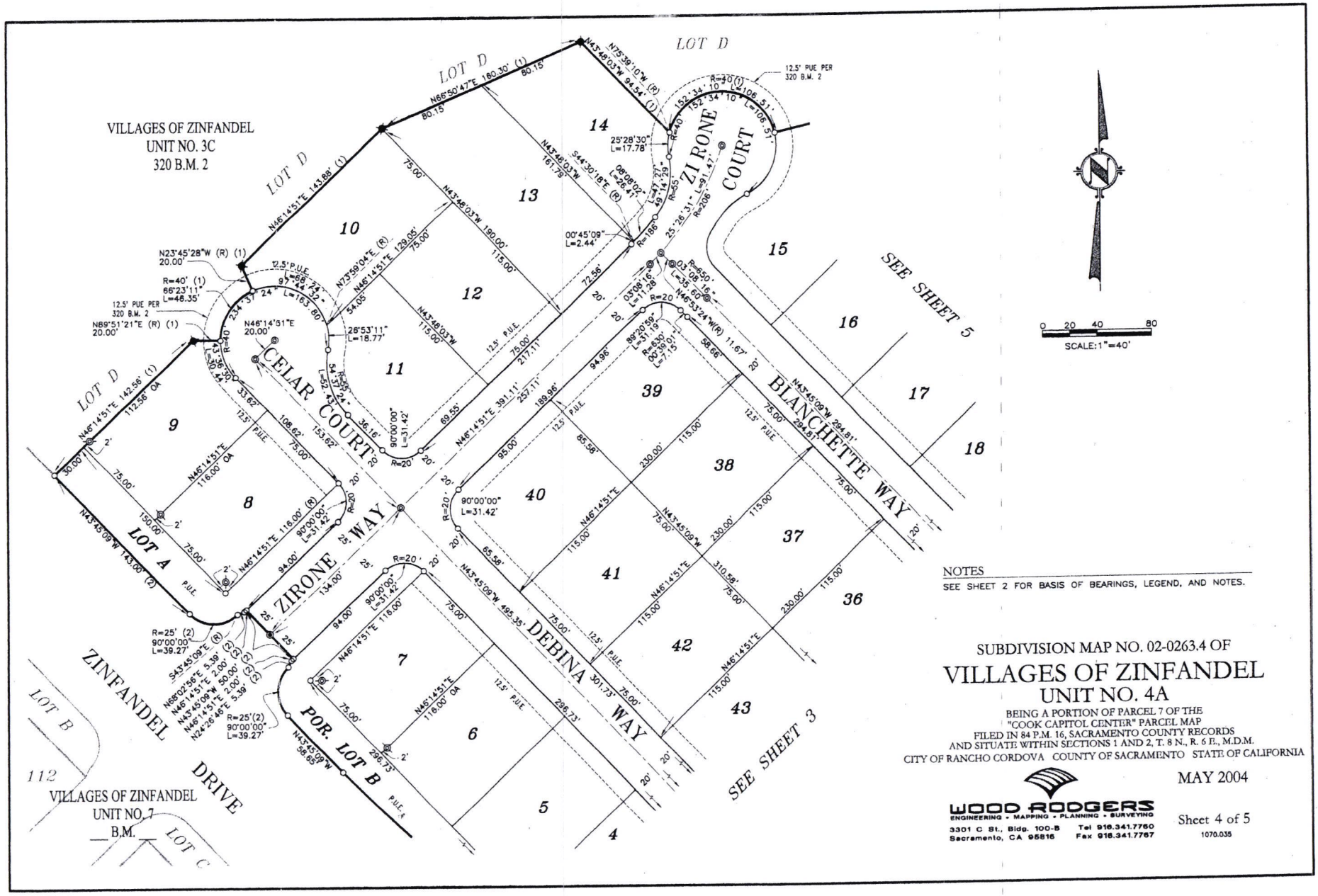
VILLAGES OF ZINFANDEL
UNIT NO. 4A

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CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MAY 2004

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Tel 916.341.7760 Fax 916.341.7767

1070.035



NOTES

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SUBDIVISION MAP NO. 02-0263.4 OF

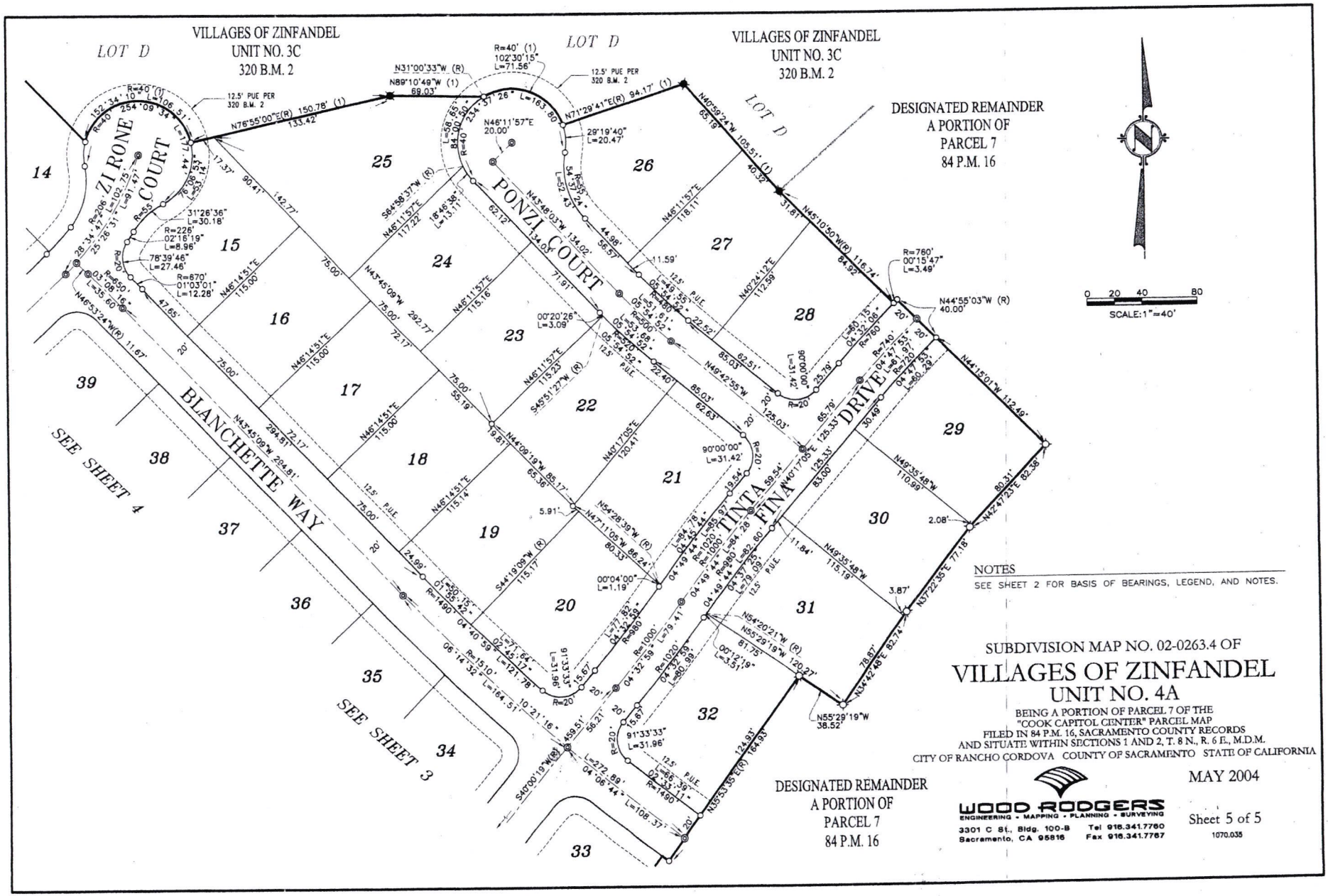
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Sacramento, CA 95816 Fax 916.341.7767

1070.035



NOTES

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SUBDIVISION MAP NO. 02-0263.4 OF

VILLAGES OF ZINFANDEL
UNIT NO. 4A

BEING A PORTION OF PARCEL 7 OF THE
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1070.035

RESOLUTION NO. 55-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO. 02-0263.4 VILLAGES OF ZINFANDEL UNIT NO. 4A

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 **Elliott Homes, Inc., an Arizona Corporation** and the subdivision designated as **Villages of Zinfandel Unit No. 4A** 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

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2004, by and between the CITY OF RANCHO CORDOVA, a political subdivision of the State of California (hereinafter "CITY"), and **Elliott Homes, Inc., an Arizona 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 **Villages of Zinfandel Unit No.4a** 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. **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.

7. **Notice of Commencement of Work**. Principal shall notify the Administrator of Public Works in writing of the commencement of the work of improvements.

8. **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.

9. **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.

10. **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.

11. **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 **$ 1,225,500.00** . 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.

12. 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.

13. Inspection of Work In Progress. (a) Principal may request City's Administrator of Public Works 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.

14. Execution By Real Part 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.

15. 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.

16. City 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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_____

ATTEST:_____
Clerk of City of Rancho Cordova

PRINCIPAL

ELLIOTT HOMES, INC.,
AN ARIZONA CORPORATION

BY _____, V.P.

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On APRIL 14, 2004 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared STEPHEN HEMINGTON (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.

Signature of Notary Public

ESI1 SHERI HASSELL
COMM. #1436607
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. Sept 24, 2007 ESI1

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 IMPROVEMENT AGREEMENT (VILLAGES OF ZINFANDEL UNIT NO. 4A)

Document Date: APRIL 14, 2004 Number of Pages: 8 INCL. ACK.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: STEPHEN HEMINGTON

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

Signer Is Representing: ELLIOTT HOMES, INC.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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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

==========

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

072-0370-082-0000

Paid through tax year: **2003-2004**

Map Title:

VILLAGES OF ZINFANDEL UNIT NO. 4a

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 20th day of April, 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)

ELLIOTT HOMES INC., AN ARIZONA CORPORATION

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

==========

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

072-0370-082-0000

Paid through tax year: **2003-2004**

Map Title:

VILLAGES OF ZINFANDEL UNIT NO. 4a

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This 20th day of April, 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)

ELLIOTT HOMES INC., AN ARIZONA CORPORATION

RECEIPT—ESTIMATED TAXES
PUBLIC WORKS AGENCY
Land Division Site Improvement Review

		Date:	4/20/2004
Received From:	Elliott Homes Inc		
Address:	80 Iron Point Cir Suite 110 Folsom, CA 95630-8574		
		Total:	$257.00
Cash:	Check No.	1103	

Signature: _____

Description: 2003/2004 TAX ESTIMATE FOR APN 072-0370-079
Villages of Zinfandel Unit No. 4A

Line	Business Area	Cost Center	GL ACCT
20000	079A	0790762	05500000

County of Sacramento
Accounting & Fiscal Services

*** Customer Receipt ***

Receipt # : 12004000000000090

Transaction Date / Time: 4/20/2004 3:13:43PM

Case # : AFS2004-10420

Fee Type	Fee Amount
Estimated Taxes	257.00
Total : Check	$257.00

Bank # : 90-4182
Check # /Acct# : 1103
Received: By Mail
Confirm No:

Amount Tendered: $257.00

Bond No. 929293696

Premium $4,289.00

PERFORMANCE BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA 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 **VILLAGES OF ZINFANDEL UNIT NO. 4a** 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 The Continental Insurance Company as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called the City, in the penal sum of: **ONE MILLION TWO HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED AND 00/100 ($1,225,500.00) 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 April 14, 2004

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: _____

(SURETY)
The Continental Insurance Company

BY _____
Renee Ramsey,
Attorney-In-Fact

Perf. Bond

STATE OF California

COUNTY OF Sacramento

On April 14, 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

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

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)

The Continental 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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 14 day of April, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis Assistant Secretary

Form F6850-11/2001

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On APRIL 19, 2004 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared STEPHEN HEMINGTON (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.

ESI1 SHERI HASSELL COMM. #1436607 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. Sept 24, 2007 ESI1

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 (VILLAGES OF ZINFANDEL UNIT NO. 4A, BOND #929293696)

Document Date: APRIL 14, 2004 Number of Pages: 5 INCL. ACK.

Signer(s) Other Than Named Above: RENEE RAMSEY

Capacity(ies) Claimed by Signer

Signer's Name: STEPHEN HEMINGTON

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: ELLIOTT HOMES, INC.

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Bond No. 929293696

Premium included in Performance Bond

LABOR AND MATERIAL BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA 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 **VILLAGES OF ZINFANDEL UNIT NO. 4a** 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: **SIX HUNDRED TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 ($612,750.00) 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 April 14 2004.

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY _____

SURETY
The Continental Insurance Company

BY: _____
Renee Ramsey,
Attorney-In-Fact

L&M Bond

STATE OF California

COUNTY OF Sacramento

On April 14, 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

SIU1 PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005 SIU1

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)

The Continental 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

ALL-PURPOSE ACKNOWLEDGEMENT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 14 day of April, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis Assistant Secretary

Form F6850-11/2001

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On APRIL 19, 2004 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared STEPHEN HEMINGTON (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.

Signature of Notary Public

ESI1 SHERI HASSELL
COMM. #1436607
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. Sept 24, 2007 ESI1

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 (VILLAGES OF ZINFANDEL UNIT NO. 4A, BOND #929293696)

Document Date: APRIL 14, 2004 Number of Pages: 6 INCL. ACK.

Signer(s) Other Than Named Above: RENEE RAMSEY

Capacity(ies) Claimed by Signer

Signer's Name: STEPHEN HEMINGTON

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: ELLIOTT HOMES, INC.

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NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain Insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Bond No. 929293696

Dated: April 14, 2004

Form F7310

Sacramento Metropolitan Fire District

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

RICK MARTINEZ
Fire Chief

March 11, 2004

Travis Batts
Stewart Title of Sacramento
6700 Fair Oaks Blvd.
Carmichael, CA 95608

Re: Villages of Zinfandel Unit 4A, APN 072-0370-082

The above noted subdivision is within the boundaries of the Sacramento Metropolitan Fire District (District). The closest existing fire station to the proposed subdivision is Station No. 66 located at 3180 Kilgore Road (near White Rock Road) which is approximately 1.5 miles travel distance to the proposed subdivision.

The subdivision is required to have approved "all-weather" road surfaces and an approved water distribution system with working fire hydrants prior to the start of construction. The minimum "fire flow" requirement is 1000 gallons per minute for homes under 3,600 square feet (including garage).

Please call Inspector Michael Magee at 916-942-3357 if you have any questions or need further information.

Sincerely,

Michael Dobson
Fire Marshal

CC: File

SOUTHERN CALIFORNIA WATER COMPANY
A SUBSIDIARY OF AMERICAN STATES WATER COMPANY

3035 PROSPECT PARK, STE 60 • RANCHO CORDOVA, CA 95670 • (916) 853-3600 • FAX (916) 852-0171

February 20, 2004

Mr. Travis Batts
Stewart Title of Sacramento
6700 Fair Oaks Boulevard
Carmichael, CA 95608

VILLAGES OF ZINFANDEL UNIT NO. 4A - Proposed Final Map No. 02-0263.4 containing 46 residential lots and 3 miscellaneous lots. The project can be further identified as being a portion of Parcel 7 of the "Cook Capitol Center" Parcel Map.

Dear Mr. Batts:

Water service is available to this site from our Cordova water system. The Cordova system is currently supplied by multiple ground water wells and surface water treated at our Coloma Treatment Plant. Service to this site can be provided from our existing water facilities within Zinfandel Drive, International Drive and other facilities constructed as part of the Villages of Zinfandel development.

Upon completion of satisfactory financial arrangements under our Main Extension Rule, Southern California Water Company will provide water service to this project. In accordance with analyses performed for the Villages of Zinfandel Master Development Plan, this unit (project) requires the developer participate in the construction of special facilities prior to the Company providing water to the project.

Sincerely,

Scott D. Fort, P.E.
Northern District Engineer

c: M. Benbow, Arden-Cordova Water Service
M. Nisenboym, Southern California Water Company

WOOD RODGERS

1070.035

April 15, 2004

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

RE: Final map for Villages of Zinfandel Unit No. 4A

To Whom It May Concern:

This letter is to assure the City of Rancho Cordova that there are sufficient funds available to ensure that the monuments shown on the above-referenced Final Map will be set by the date indicated on said map. We do not require a bond be taken by the City of Rancho Cordova for the setting of these monuments.

Sincerely,

WOOD RODGERS, INC

Michael E. Long, P.L.S.



Corporate Office: 3301 C Street, Bldg. 100-B • Sacramento, CA 95816 • 916.341.7760 • Fax 916.341.7767
Sacramento, CA • San Francisco, CA • Reno, NV • Salinas, CA • Modesto, CA • Oakland, CA
www.woodrodgers.com

RESOLUTION NO. 56-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE

WHEREAS, upon incorporation, the city was offered a surplus Xerox 5100 copier from the State of California Public Employment Relation's Board subject to the city paying only for crating and transportation of the equipment, and

WHEREAS, the subject piece of equipment has not been needed or used because the city had leased adequate copying equipment to serve the city's needs, and

WHEREAS, the Xerox 5100 copier is taking up a huge amount of needed space in the public works area filing room.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova declares the Xerox 5100 copier surplus to the needs of the City of Rancho Cordova and staff is instructed to sell the item at the best available price or dispose of the copier if it is unable to sell.

PASSED, APPROVED AND ADOPTED this May 3, 2004 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Linda Budge, Mayor

ATTEST:

_____
Lillian Hare, City Clerk

AGENDA ITEM # 8

CITY OF RANCHO CORDOVA

RESOLUTION NO. 57-2004

A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA CHANGING SIGNATORIES ON THE CITY'S CHECKING ACCOUNT AND MONEY MARKET ACCOUNT WITH US BANK

RECITALS

WHEREAS, the City maintains bank accounts with US Bank; and

WHEREAS, in the maintenance of those bank accounts, it is necessary to establish authorized City signatories to conduct fiduciary activities on behalf of the City, and

WHEREAS, authorized City signatories must be kept current to enable the fiduciary business of the City to continue,

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby authorizes the named persons on the attached two (2) Depository Services Resolutions for Governmental Agencies to be authorized signatories on the City's checking account and money market account.

ADOPTED, THIS 3rd day of **May, 2004** by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

LINDA BUDGE, MAYOR

ATTEST:

_____

LILLIAN HARE, CITY CLERK

AGENDA ITEM # 9

DEPOSITORY SERVICES RESOLUTION FOR GOVERNMENTAL ENTITIES

DEPOSITOR NAME: CITY OF RANCHO CORDOVA

CONTACT: WILLIAM THOMAS

ADDRESS: 3121 GOLD CANAL DR

RANCHO CORDOVA, CA 95670-6111

TAX IDENTIFICATION NUMBER: 800058934

I, LINDA BUDGE (*name of certifying officer*) do hereby certify that I am the MAYOR (*title of certifying officer*) of the above-named governmental entity (*therein called the "Depositor"*) a MUNICIPAL COPORATION existing under the laws of the State of CALIFORNIA and that the following is a true, complete and correct copy of resolutions adopted at a meeting of the Depositor duly and properly called and held on the [redacted] day of [redacted], 20[redacted]; that a quorum was present at said meeting; and that said resolutions are now in full force and effect.

RESOLVED, that U.S. Bank National Association is hereby designated as a depository of the Depositor with authority to accept or receive at any time for the credit of the Depositor deposits by whomsoever made of funds and other property in whatever form or manner transferred to endorsed; and that any officer of the Depositor is hereby authorized to open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing. Depositor acknowledges and agrees that the services contemplated by this resolution shall be governed by the U.S. Bank Customer Agreement for commercial deposit accounts, as amended from time to time.

RESOLVED, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of the Depositor on deposit with the Bank shall be binding on the Depositor when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the individuals listed in the section entitled "Authorized Signers", and the Bank is hereby authorized to pay and charge to the account of the Depositor any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the same person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any such indebtedness owing the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals. In particular, and not in limitation of foregoing, such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the Depositor from time to time.

RESOLVED, that the MAYOR (*identify certifying officer by title*) hereby certifies to the Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the persons then authorized to sign or to act. The Bank shall be fully protected in relying on such certificates and on the obligation of the certifying officer (set forth above) to immediately certify to the Bank any change in any facts so certified, and the Bank shall be indemnified and saved harmless by the Depositor from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature of other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

RESOLVED, That these resolutions shall continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank; and

RESOLVED, That any and all transactions by or on behalf of the Depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

I further certify that the officers of the Depositor signing the resolution, have, and at the time of adoption of said resolutions had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers therein granted to the persons named, and that such persons have full power and authority to exercise the same.

I further certify that the names, titles (if any) and signatures (actual or facsimile) of the persons authorized to sign or act on behalf of the Depositor by its governing board identified above are as set forth below in the section of this Resolution entitled "Authorized Signers".

I further certify, under penalties of perjury, that the tax identification number shown above is correct and that the Depositor is not subject to backup withholding because (a) it is exempt, (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding.

Account Number: 153453157031 CHECKING

Authorized Signers

Name	Title	Signature
LINDA BUDGE	MAYOR	[redacted]
WILLIAM THOMAS	FINANCE OFFICER	[redacted]
TED A. GAEBLER	CITY MANAGER	[redacted]
KENNETH COOLEY	VICE MAYOR	[redacted]

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Depositor this

[redacted] day of [redacted], 20 [redacted]

(Certifying Officer) [redacted] *(Title)* [redacted]

(Attest by one other officer) [redacted] *(Title)* [redacted]

FOOTNOTE: TLM-6050	OPEN DATE: 4/15/03	REVISED DATE:	S/O TERRI MCCOLLUM 1710372	TEAM: GOVT BANKING 1710921	OWNER: MSM25 MARK MARTINES

DEPOSITORY SERVICES RESOLUTION FOR GOVERNMENTAL ENTITIES

DEPOSITOR NAME: CITY OF RANCHO CORDOVA

CONTACT: WILLIAM THOMAS

ADDRESS: 3121 GOLD CANAL DR

RANCHO CORDOVA, CA 95670-6111

TAX IDENTIFICATION NUMBER: 800058934

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RESOLVED, that U.S. Bank National Association is hereby designated as a depository of the Depositor with authority to accept or receive at any time for the credit of the Depositor deposits by whomsoever made of funds and other property in whatever form or manner transferred to endorsed; and that any officer of the Depositor is hereby authorized to open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing. Depositor acknowledges and agrees that the services contemplated by this resolution shall be governed by the U.S. Bank Customer Agreement for commercial deposit accounts, as amended from time to time.

RESOLVED, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of the Depositor on deposit with the Bank shall be binding on the Depositor when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the individuals listed in the section entitled "Authorized Signers", and the Bank is hereby authorized to pay and charge to the account of the Depositor any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the same person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any such indebtedness owing the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals. In particular, and not in limitation of foregoing, such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the Depositor from time to time.

RESOLVED, that the MAYOR (*identify certifying officer by title*) hereby certifies to the Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the persons then authorized to sign or to act. The Bank shall be fully protected in relying on such certificates and on the obligation of the certifying officer (set forth above) to immediately certify to the Bank any change in any facts so certified, and the Bank shall be indemnified and saved harmless by the Depositor from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature of other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

RESOLVED, That these resolutions shall continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank; and

RESOLVED, That any and all transactions by or on behalf of the Depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

I further certify that the officers of the Depositor signing the resolution, have, and at the time of adoption of said resolutions had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers therein granted to the persons named, and that such persons have full power and authority to exercise the same.

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I further certify, under penalties of perjury, that the tax identification number shown above is correct and that the Depositor is not subject to backup withholding because (a) it is exempt, (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding.

Account Number: 153492835969 MONEY MARKET

Authorized Signers

Name	Title	Signature
LINDA BUDGE	MAYOR	[redacted]
WILLIAM THOMAS	FINANCE OFFICER	[redacted]
TED A. GAEBLER	CITY MANAGER	[redacted]
KENNETH COOLEY	VICE MAYOR	[redacted]

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Depositor this

[redacted] day of [redacted], 20[redacted]

(Certifying Officer) [redacted] *(Title)* [redacted]

(Attest by one other officer) [redacted] *(Title)* [redacted]

FOOTNOTE: TLM-6050	OPEN DATE: 4/15/03	REVISED DATE:	S/O TERRI MCCOLLUM 1710372	TEAM: GOVT BANKING 1710921	OWNER: MSM25 MARK MARTINES

City Council Staff Report

Brian Anderson Boeing Project Manager.

Date: April 19, 2004
Project: Mather GET System
File: RC-04-073
Request: Design Review for a water treatment facility and the support building, located in the South Sunrise SPA.
Location: 11500 Elk Circle Drive, Rancho Cordova
APN: 072-0550-012
Planner: William Campbell, Principal Planner

Frank Devine w/ Tetra Tech

Owner:	Applicant:
The Boeing Company P.O. Box 3707 Seattle, Wa. 98124	Tetra Tech FW Inc. 3947 Lennane Dr. Suite #200 Sacramento, CA 95834

under water tank @ Mather Field.

Recommendation:

Review the additional information and take action of the Planning Commission's recommendation to approve the project, supported by the findings in the resolution, as indicated in the design package (Exhibit A) and subject to the attached Conditions of Approval (Exhibit B).

Background:

At the City Council meeting of April 5, 2004, the project was presented for Council approval, as recommended by the Planning Commission. During the discussion of the project several concerns were raised regarding the completeness of the application materials and lack of detail with the submitted information. The Council believed additional information was necessary regarding the location of the project, the context of the project to the surrounding area, utility connections, and site improvement information; and at the conclusion of the discussion, it was the consensus of the Council to continue the matter to the next available meeting for the applicant to prepare the additional information.

Analysis:

The previous staff report had identified the proposed project to be located on Elk Circle Drive. In order to address the comments made regarding the location and context of the project, the applicant has developed a better aerial view of the site, submitted a detailed landscape plan and provided a computer generated perspective of the site frontage. Additionally, staff has included a table of photos of the street and surrounding area to provide a better understanding of the street context.

Staff called the applicant to verify the utilities for the site would be underground and the proposed building would be serviced by sewer, water and electricity. A restroom for the employees occupying the building will be provided and would be connected to the sewer system. There is a power utility pole located at the northern corner of the site, in the public right of way, that provides power to the site and the adjoining buildings. The underground connection would be from the pole to the new building. Adjoining properties have their underground service from the same pole.

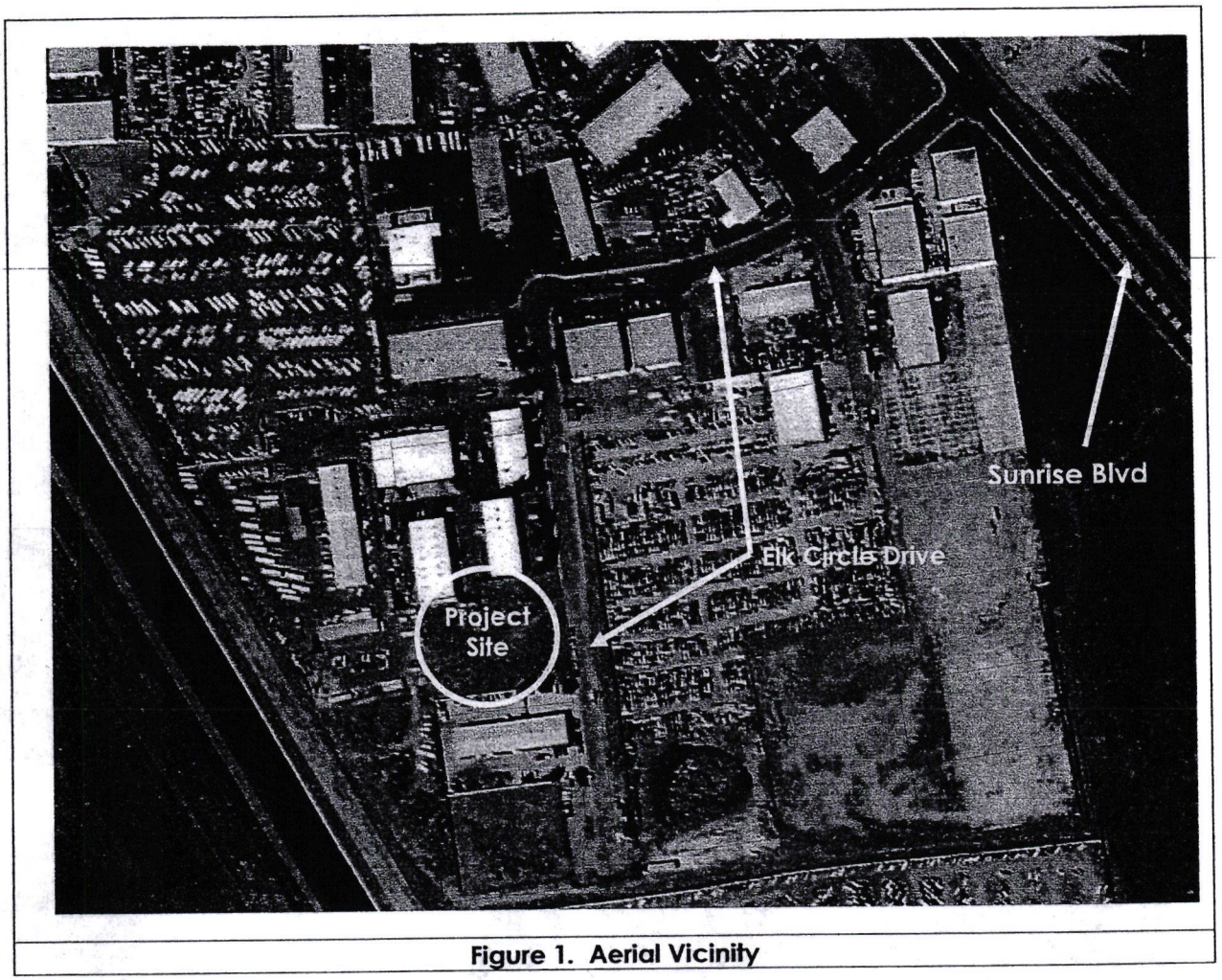
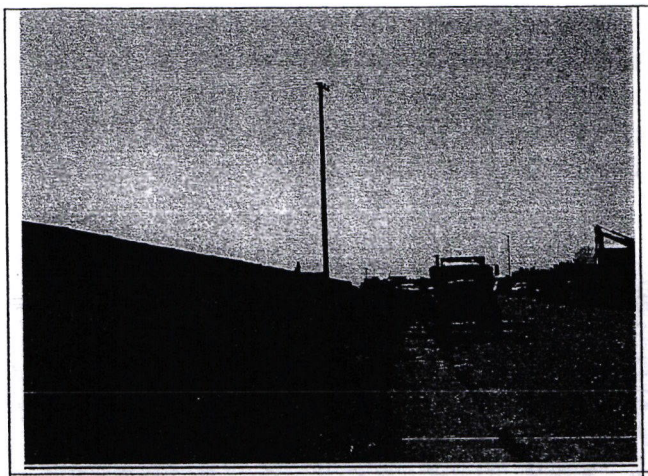


Figure 1. Aerial Vicinity

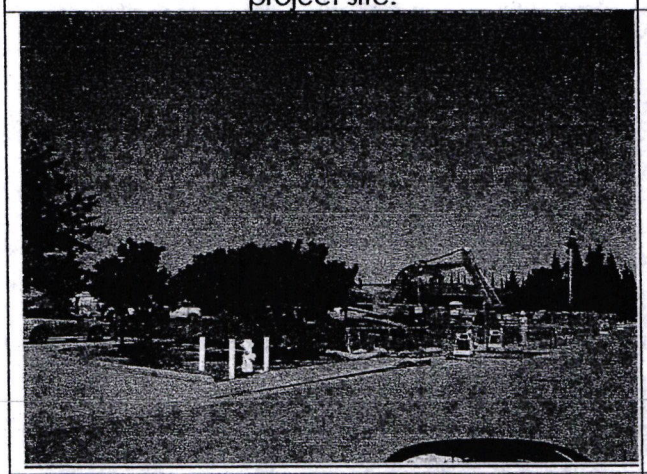
The following pictures are of the immediate area of the project site.



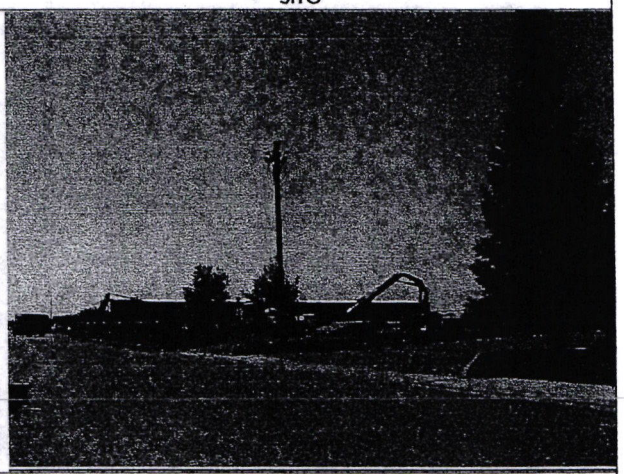
East side of Elk Circle Drive, across from project site.



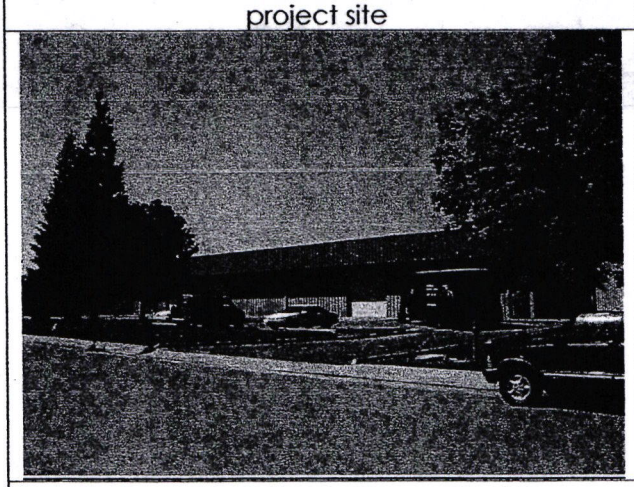
Adjacent building to the south of the project site



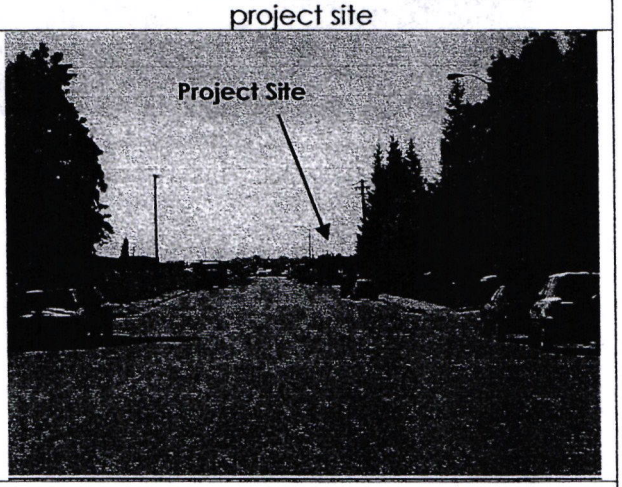
View of the southeast corner of the project site



View of the northeast corner of the project site



Adjacent building to the north of the project site



Southern view of Elk Circle Drive from the Elks Lodge

The applicant has provided additional information regarding the proposed security lighting for the site. SMUD is requiring a street light as part of the public improvements of

Attachment 1

RESOLUTION # 44-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A DEVELOPMENT PLAN REVIEW FOR MATHER GET SYSTEM PROJECT # RC-04-073

WHEREAS, Tetra Tech FW Inc. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Development Plan Review for the Mather GET System; and

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

WHEREAS, the project is Categorically Exempt according to the California Environmental Quality Act, Class 3 Exemption, thereby satisfying the requirements for the California Environmental Quality Act; 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 Development Plan Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following Findings:

Findings:

a) High quality building designs that consists of durable and maintainable materials and that provide 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.

Evidence The following justifies the findings above:

The site plan and location of the building is acceptable and consistent with other uses in the area. Engineered metal buildings are numerous in the area and the

subject property is flanked by metal buildings. The building materials are earth tone (brown and tan) and would not be inconsistent with other metal buildings in the area. The proposed site plan indicates two onsite parking spaces, with two driveway approaches to either side of the building. A 10 foot landscape strip is provided along the Elk Circle Drive frontage and along the building front. Additional landscaping is provided along the side property lines to match the adjoining parcels.

The plan proposes a solid 8 foot masonry wall with a cap stone across the frontage of the property, except for the gates at the entry points. The gates will be a roller type gate, with black vinyl chain link with vinyl slates, to provide view protection of the treatment facility from Elk Circle Drive. The size of the building can be substantially screened by the landscaping placed around the base of the building and within the parking area. This project adequately meets the design review guidelines as out lined above.

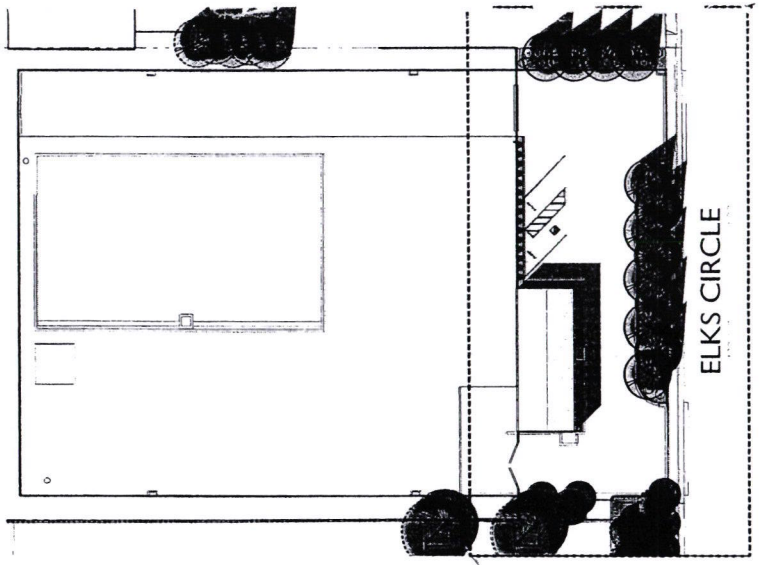
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of May, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

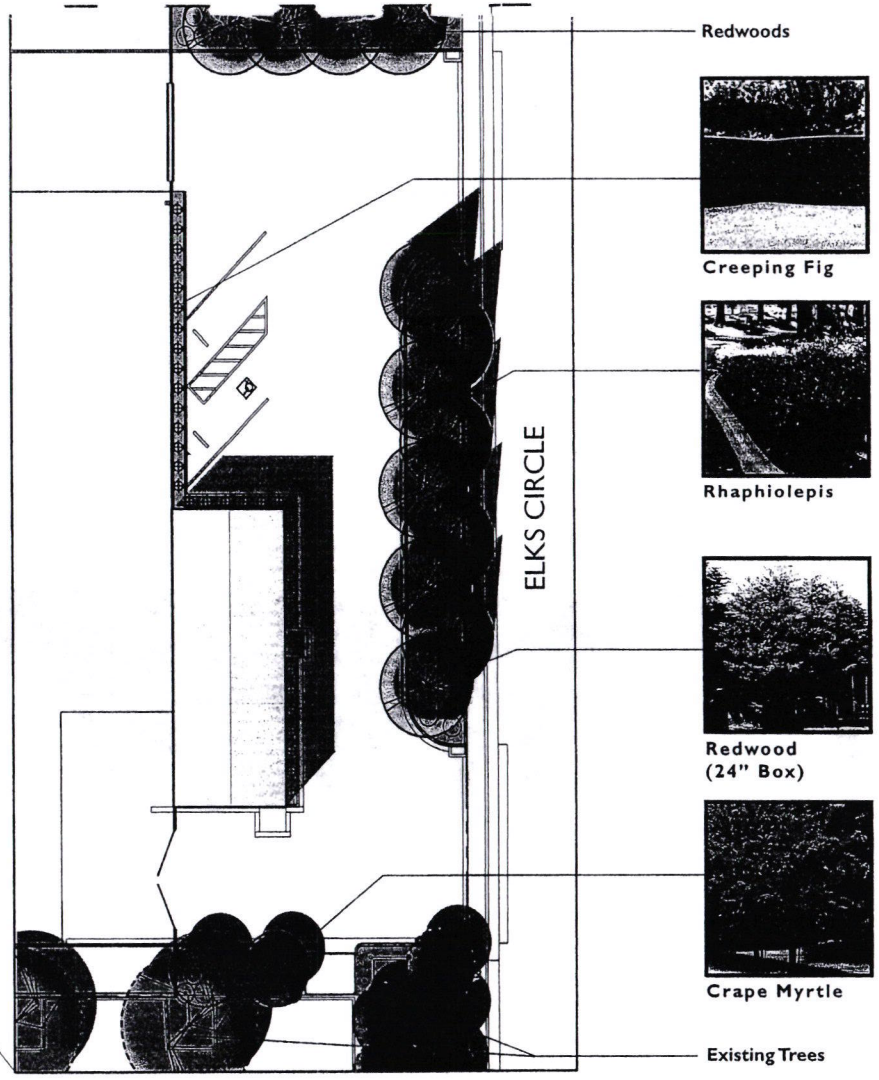
_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK



LANDSCAPE PLAN 1" = 20'-0"
NORTH ⊕



LANDSCAPE PLAN 1" = 10'-0"
NORTH ⊕

Mather GET System Treatment Plant

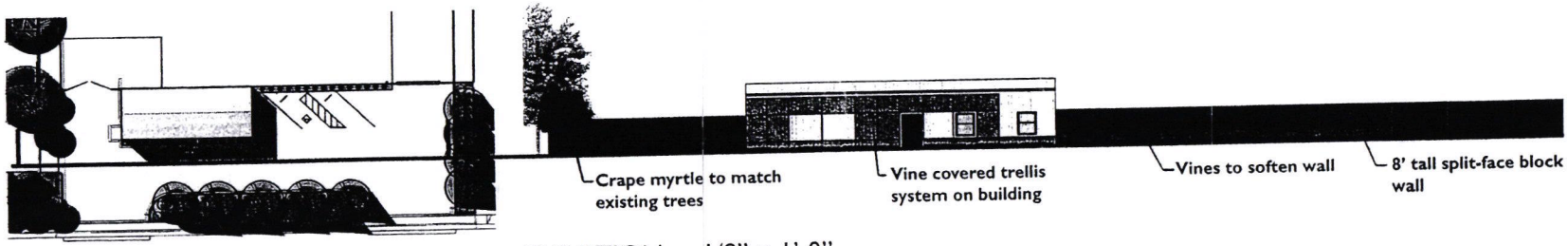
11500 Elks Circle, Rancho Cordova, California

The Boeing Company

April 26, 2004

Tetra Tech FW, Inc.

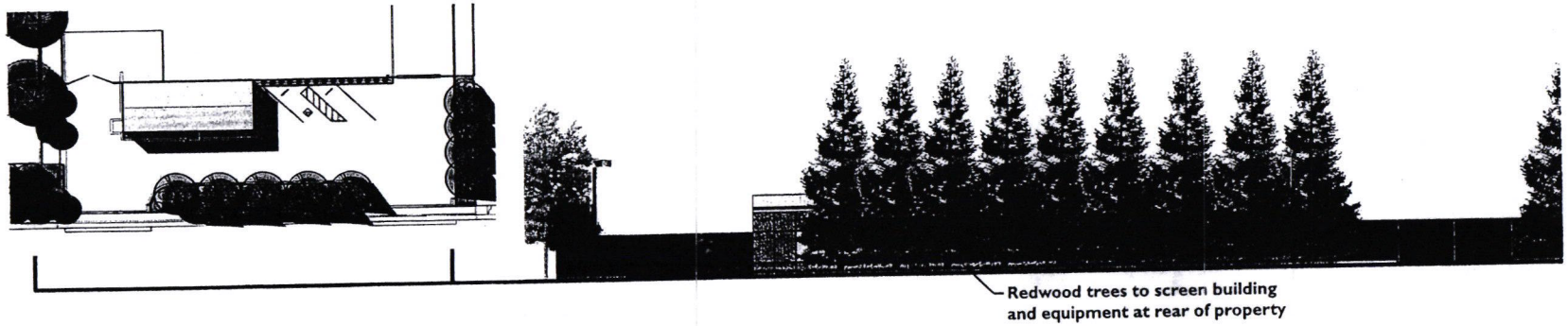
LPA



LANDSCAPE PLAN 1" = 10'-0"

NORTH ⊗

ELEVATION 1/8" = 1'-0"



LANDSCAPE PLAN 1" = 10'-0"

NORTH ⊗

ELEVATION 1/8" = 1'-0"

Mather GET System Treatment Plant

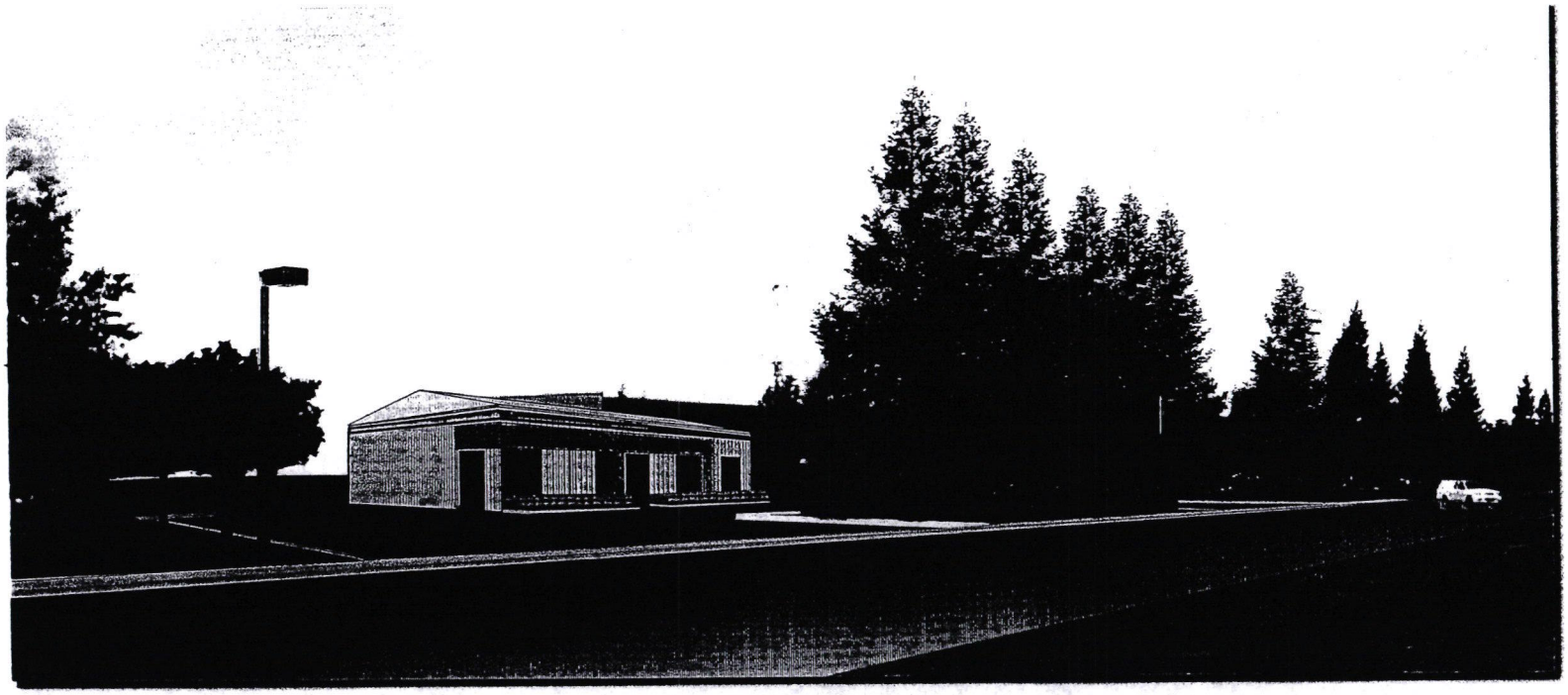
11500 Elks Circle, Rancho Cordova, California

The Boeing Company

April 26, 2004

Tetra Tech FW, Inc.

LPA



VIEW OF PROJECT LOOKING NORTHWEST

Mather GET System Treatment Plant

11500 Elks Circle, Rancho Cordova, California

The Boeing Company

April 26, 2004

Tetra Tech FW, Inc.

LPA



VIEW OF PROJECT LOOKING SOUTHEAST

Mather GET System Treatment Plant

11500 Elks Circle, Rancho Cordova, California

The Boeing Company

April 26, 2004

Tetra Tech FW, Inc.

LPA

Design Review Conditions of Approval - Exhibit B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project approval is for the installation of a ground water treatment facility, consisting of water extraction wells, water treatment pumps and filters, a 1,500 sf control building; with on site parking and landscaping. The project shall be constructed in substantial compliance with the approved plans adopted by the City Council.	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 Building Permits			
3.	The building and site improvement plans shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
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	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
5.	All utilities to the new building and equipment shall be placed underground.	Prior to Building Permits	Building Department	
6.	A facility lighting plan shall be reviewed and approved by the Planning Director to ensure that the security lighting is not in conflict with the light standard requirements around the Mather Field facility. Any light fixture shall be aimed downward and placed on standards not to exceed 15 feet in height.	Prior to Building Permits	Planning	
	Prior to Issuance of Occupancy Permit			
7.	An inspection of the finished building, screening walls and fences, landscaping and all site improvements shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
8.	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-Drainage	

4. ACTION ITEMS

A. Consideration of the Development Plan Review MATHER GET SYSTEM – RC-04-073

Principal Planner Bill Campbell presented the staff report and recommended the approval of the Development Plan Review for Mather Get System – RC-04-073. Chair Smith opened the public hearing and took testimony from the project applicant.

The Commissioners had the following concerns and comments:

- Dimensions of building (24x60)
- Where is the drainage for the clean water? Goes into storm drain system.
- Would it go into Folsom South Canal or is it otherwise dedicated?
- 8 foot gate or 6 foot panel. What about the remainder of the perimeter – will it be gated as well? Will be a chain link fence around lot.
- How long will the building or processing of water be there? 10 – 15 year range if not longer.
- Building looks temporary - will the building fit the need for an extended period of time?
- Would additional siding be adequate without being too cost prohibited?
- Have any adjacent property owners or tenants approached the city with any concerns?
- Commissioners support the project and would like staff to work with applicant to look for some ways to enhance the building. Staff will take Commission concerns to the City Council, as well as, work with the applicant to make possible changes to the building before going to the City Council.
- Commissioners would like staff to take the following recommendations to the applicant: Something to help the aesthetics of the building that will hold up over a long period of time and possible landscaping additions.
- Building has already been purchases. May be counter productive to make any changes at this point.

The Commissioners felt the above concerns and comments were adequately addressed by the Conditions of Approval.

Action:

Motion: Commissioner Wentz moved, seconded by Commissioner Vance, to recommend the City Council approve the Development Plan Review along with the Conditions of Approval. The Commission directed staff to

work with the applicants to enhance the site landscaping, and possibly improving building architectural details, prior to City Council review.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Vance, Wentz, Skoglund, Smith
NOES:	None
ABSENT:	None

There being 7 Ayes, 0 Noes and 0 Absent, the motion is hereby declared to be passed.

5. REGULAR CALENDAR

B. **PLANNING COMMISSION TRAINING** – Mr. Junker opened a discussion of design issues between the Commissioners and staff. No action taken.

6. STAFF/COMMISSION COMMENTS

Chair Smith addressed and asked the question of how much latitude the Commission has or what demands they can make for addressing concerns on projects. Mr. Junker stated the commission should address their concerns and if a comment is outside the purview of the Commission, then staff will inform the Commission of the limits of their review.

Commissioner Savorn asked the question regarding the role of the Commission in project reviews. Chair Smith addressed the question of using the County's General Plan as an example. As long as the applicants and the planning staff are fulfilling or following the parameters of the General Plan, the Commissioners have some opportunity to oppose. Mr. Junker commented that we have only been working within the Sunridge Specific Plan and it would be a significant policy decision to not support these projects that are consistent with the Specific Plan. Mr. Junker also advised the Commissioners that there will be study sessions on upcoming projects to help the Commissioners get involved early-on within the process.

Commissioner Konarski remarked that he understands Commissioner Savorn's concerns and is not comfortable with the process as well. He not sure if the projects are meeting the City's expectations. Mr. Campbell responded that the City inherited the Sunridge Specific Plan and there's limited flexibility to make changes.

7. FUTURE AGENDA ITEMS – There were no future agenda items scheduled.

City Council Staff Report

Date: April 5, 2004

Project: Mather GET System
File: RC-04-073
Request: Design Review for a water treatment facility and the support building, located in the South Sunrise SPA.
Location: 11500 Elk Circle Drive, Rancho Cordova

APN: 072-0550-012
Planner: William Campbell, Principal Planner

Owner:	Applicant:
The Boeing Company P.O. Box 3707 Seattle, Wa. 98124	Tetra Tech FW Inc. 3947 Lennane Dr. Suite #200 Sacramento, CA 95834

Recommendation

The Planning Commission recommended project approval to the City Council, supported by the findings in the staff report, the design package (Exhibit A) and the subject to the attached Conditions of Approval (Exhibit B).

Background

Aerojet and The Boeing Company are currently implementing the requirements of the United States Environmental Protection Agency - Region IX (EPA) Record of Decision (ROD), EPA Unilateral Administrative Order (UAO) and Remedial Design/Remedial Action (RD/RA) Statement of Work (SOW) (EPA 2001, 2002) to remediate impacted groundwater in the geographical area referred to as the Western Groundwater Operable Unit (WGOU). Remediation sites within Rancho Cordova have been identified for immediate ground water treatment and Aerojet and Boeing have applied for the necessary permits to begin the clean up process.

The Planning Commission reviewed the project on February 26, 2004 and unanimously agreed to forward the project to the City Council for final approval, as submitted in accordance with the site improvement plans.

Setting

Land Use Relationships with Adjacent Properties

	General Plan Land Use Designation	Zoning and Community Plan Designations	Existing Land Use
Subject Property	Manufacturing	SPA	Vacant
North	Manufacturing	SPA	Industrial
East	Manufacturing	SPA	Auto Recycling
South	Manufacturing	SPA	Industrial
West	Mather Field Specific Plan	SPA	Mather Field

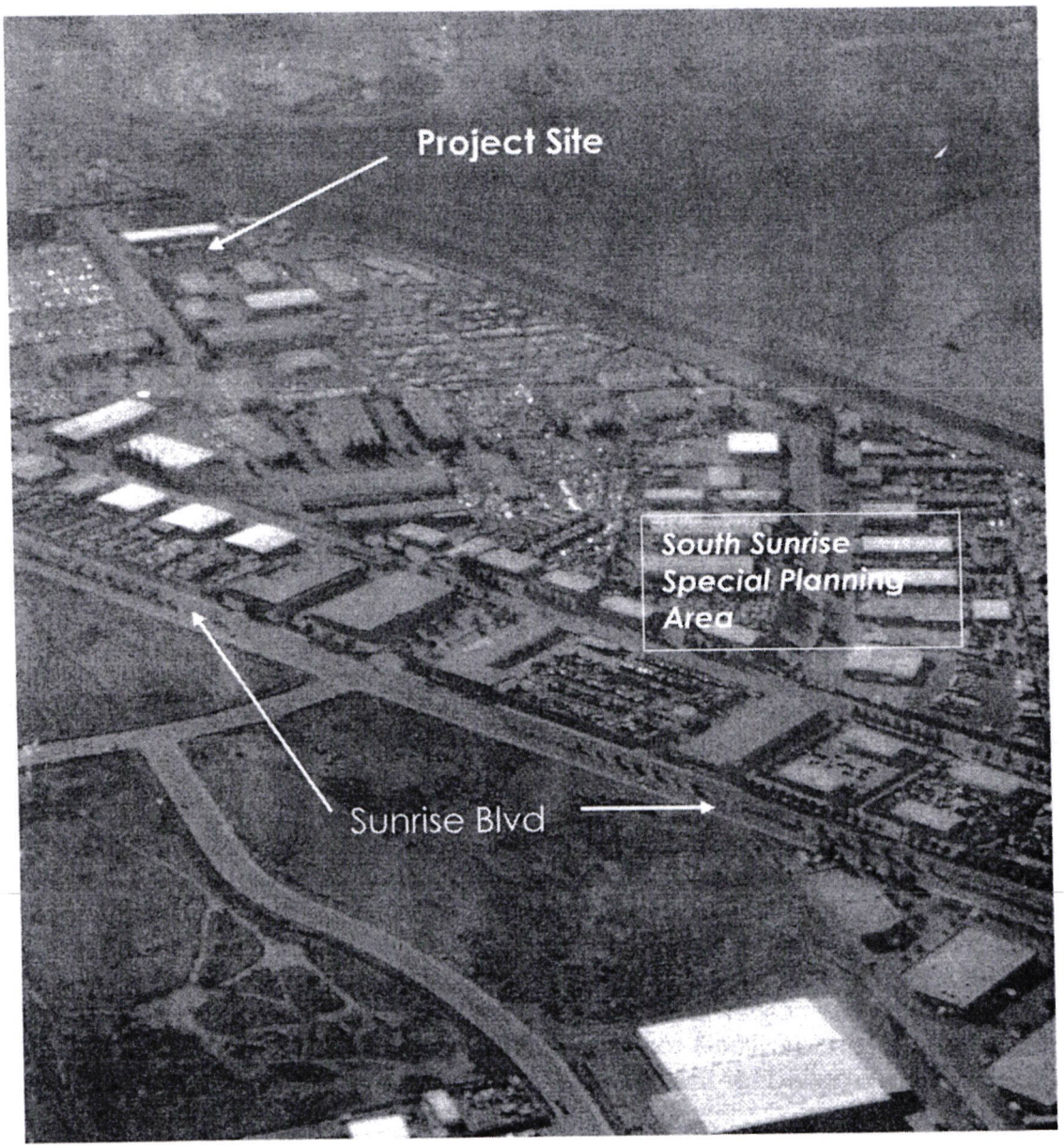


Figure 1 Aerial Site Location

Analysis:

The purpose of the design review process is to promote orderly and harmonious growth within the city. The City Design Concepts encourage:

a) High quality building designs that consists of durable and maintainable materials and that provide 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.

Findings

The **Mather GET** facility is one of several water treatment facilities in the Rancho Cordova area and is located in the southern portion of the *South Sunrise Special Planning Area*. The proposed use will consist of the extraction well and treatment facilities within an enclosed yard. A 1,500 sf metal building, located towards the front of the property, is proposed to house the administrative staff, monitoring equipment and storage.

The site plan and location of the building is acceptable and consistent with other uses in the area. Engineered metal buildings are numerous in the area and the subject property is flanked by metal buildings. The building colors are earth tone (brown and tan) and would not appear garish or out of context in the area. The proposed site plan indicates two onsite parking spaces, with two driveway approaches on either side of the building. A 10 foot landscape strip is provided along the frontage of Elk Circle Drive along with landscaping at the base of the building.

A solid masonry wall will be built across the frontage, directly behind the metal building. The metal roller gates will be black vinyl coated chain link with vinyl slates, to provide view protection of the treatment facility. Landscaping will be installed in the parking lot and along the side property lines to match the surrounding landscape areas of the adjoining properties.

Conclusion:

The building is consistent with other metal buildings in the area and the main yard area will house water treatment facilities. These facilities are very important in the effort to remediate the water contamination to the ground water supply. The Planning Commission supported the project, with the 8 foot screening wall facing Elk Circle Drive and the site landscaping.

Environmental Analysis:

This project is Categorically Exempt according to the California Environmental Quality Act, Class 3 Exemption.

Financial Implications to City:

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

Recommended Motion:

"Move to adopt Resolution No. 44-2004, approving the Design Review for the Mather GET water treatment facility, according to the attached design package (Exhibit A) and the Conditions of Approval (Exhibit B)."

Attachments:

1. Resolution No. 44-2004
2. Development Plans (Exhibit A)
3. Conditions of Approval (Exhibit B)
4. Planning Commission Minutes of February 26, 2004

the right of way and the applicant is proposing to place six (6) light standards in the water treatment facility compound. The standards are approximately 15 feet tall and will have fixtures that will aim the light source to the ground, rather than flooding the area with excess light. An example of the light fixture is shown within Exhibit A.

The applicant has provided better site and elevation plans for the new building and the proposed landscaping. The new plan proposes a vine covered arbor in the front of the building and across the face of the wall to soften the edges of the building and wall. The color of the building is tan with dark brown trim and the masonry split face wall is grey with a color matched cap stone. The applicant has improved the submittal materials as requested and will be in attendance at the next meeting to answer any other questions the City Council may have regarding this project.

Conclusion:

The building is consistent with other metal buildings in the area and the main yard area will house water treatment facilities. These facilities are very important in the effort to remediate the water contamination to the ground water supply. The Planning Commission supported the project, with the 8 foot screening wall facing Elk Circle Drive and the improved site landscaping.

Recommended Motion:

"Move to adopt Resolution No. 44-2004, approving the Design Review for the Mather GET water treatment facility, according to the attached design package (Exhibit A) and the Conditions of Approval (Exhibit B)."

Attachments:

1. Resolution No. 44-2004 (including Exhibits A and B)
2. Planning Commission Minutes of February 26, 2004 (pages 4 and 5)
3. Original City Council Staff Report dated April 5, 2004



0 75

1 inch = 150 ft.

1 PROPOSED 25'X60' BUILDING
2 BLOCK WALL W/ CREEPING FIG
3 REDWOOD TREES
4 INSTALL 4' SIDEWALK
5 INSTALL A/C DRIVEWAY
6 INSTALL STREET LIGHTS
7 EXISTING TREES
8 EXISTING CRAPE MYRTLES

THE BOEING COMPANY AND AEROJET GENERAL CORPORATION INC.
SACRAMENTO, CALIFORNIA

TETRA TECH FW, INC.
SACRAMENTO, CALIFORNIA

PROJECT NAME:
MATHER GROUNDWATER EXTRACTION AND TREATMENT SYSTEM

PLAN
MATHER GET SYSTEM
11500 ELKS CIRCLE DR. AERIAL

DEPT ENG	DESIGNED CLS	PREPARED CLS	CHECKED	APPROVED	DATE 22/Apr/04
SCALE: 1"=140'	DRAWING NUMBER:			SH. OF	REV 0

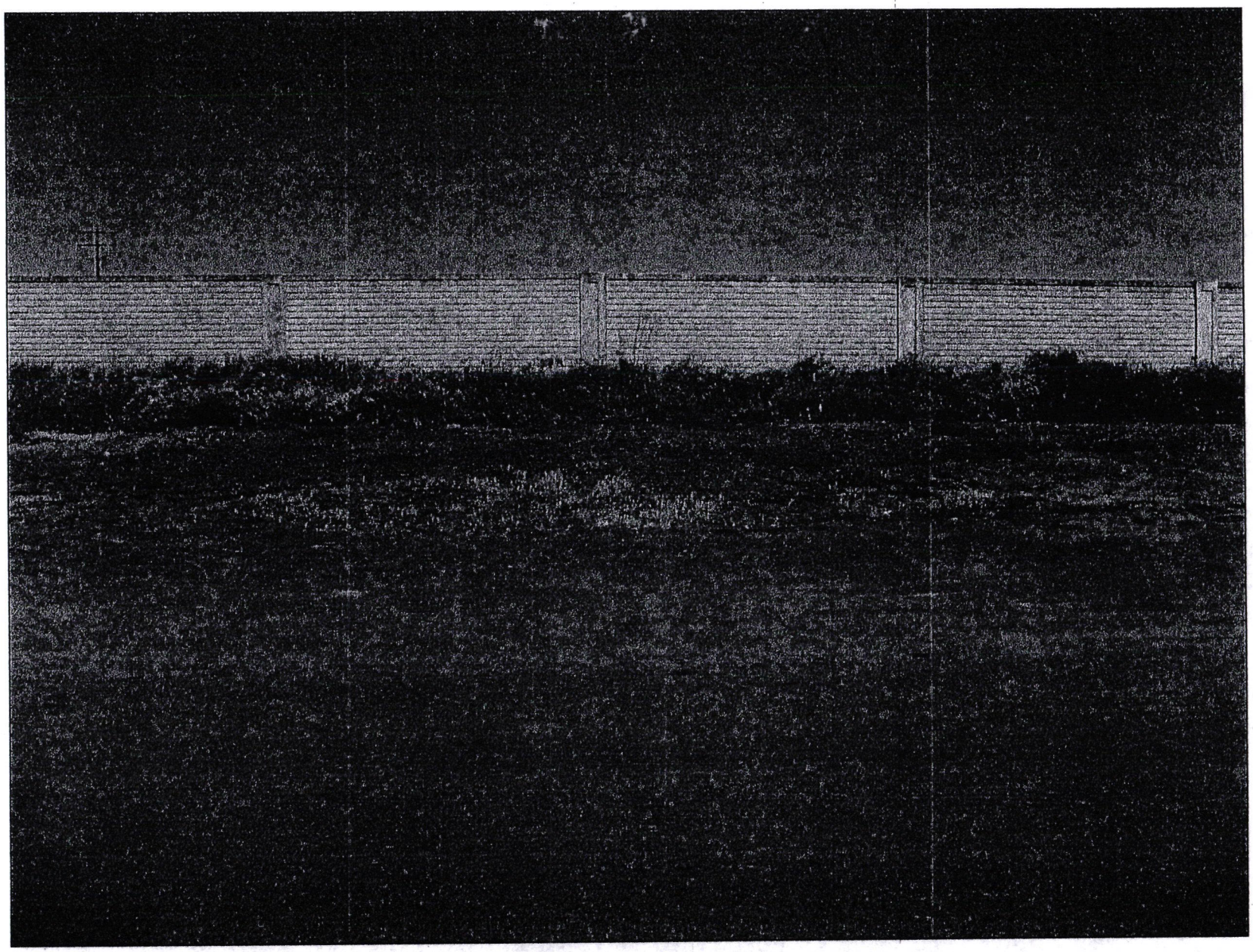


Photo 2. View looking east from the treatment plant site. Seen in the photo is Elks Circle Drive, an open strip of land adjacent to the roadway and a wall bordering an auto storage yard and material recycling center.

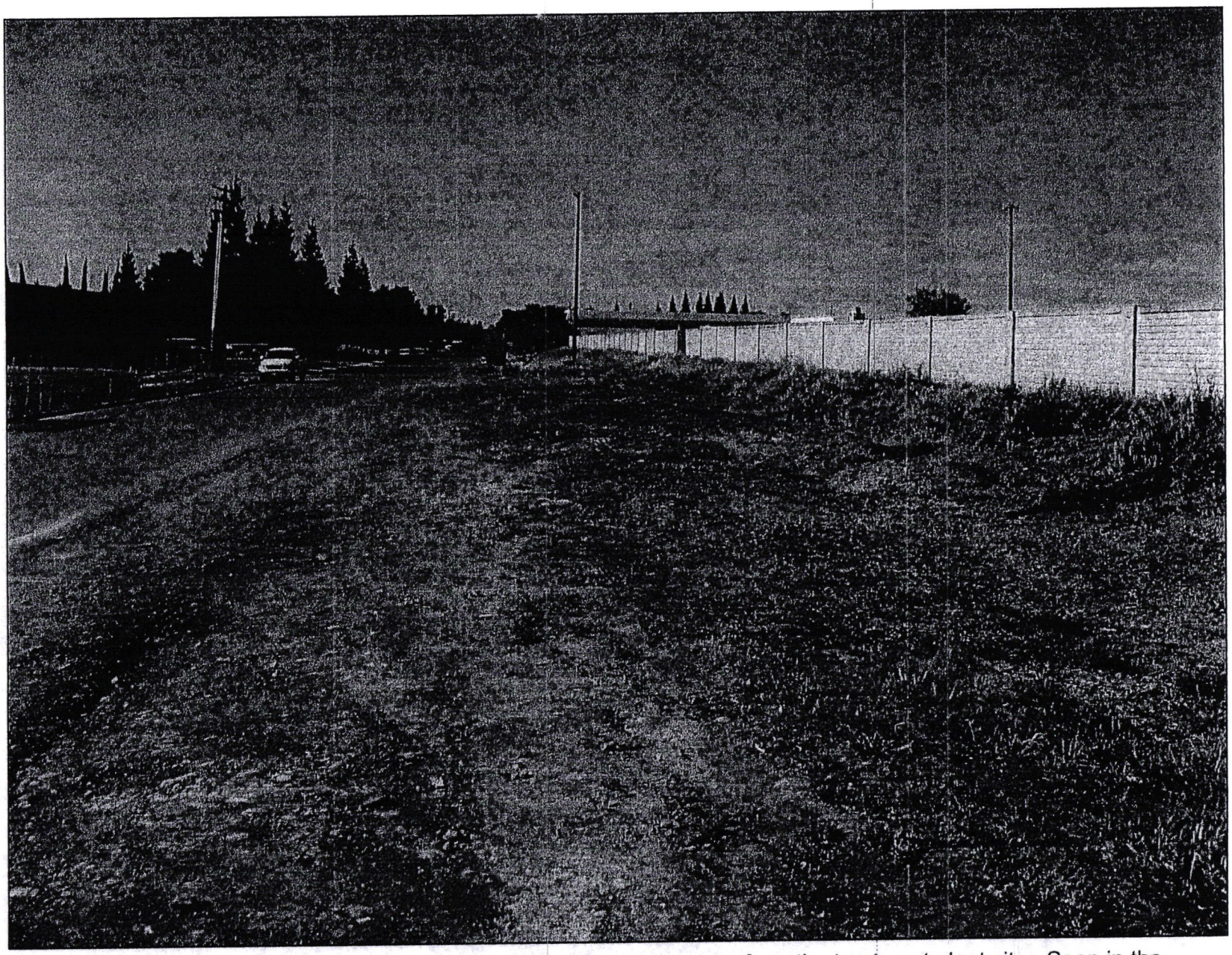


Photo 3. View north along Elks Circle Drive from the dirt apron across from the treatment plant site. Seen in the photo is the wall bordering an auto storage yard and material recycling center east of the treatment plant site and industrial properties north of the site.

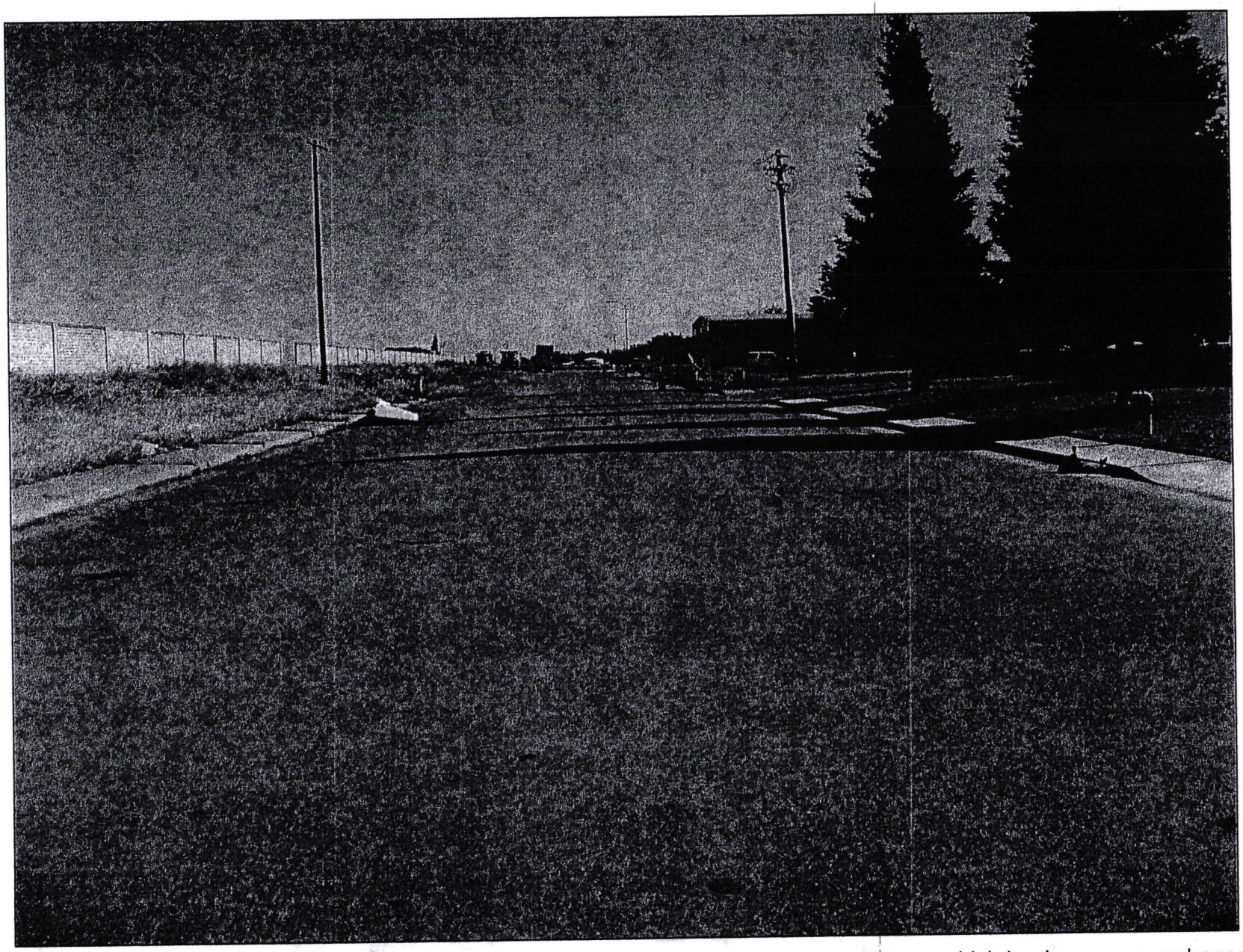


Photo 1. View looking south along Elks Circle Drive. Seen in the photo are redwood trees which landscape a warehouse and industrial fabrication property located immediately north of the treatment plant site. Also seen is a blue pre-engineered building immediately south of the treatment plant site for the Western Tree and Landscape Supply Company.

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

Color copies of aerial, photographs and Landscape Plan

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

Agenda Item: 11

City Council Staff Report

Date: May 3, 2004
Project: Horn Road Self Storage Conditional Use Permit, Variance and Development Plan Review
File: RC-03-062
Request: A public hearing to consider a Conditional Use Permit to allow an on-site Managers/Caretaker Apartment, a Variance to allow a reduction in the required setback and Development Plan Review in the M-1(NPA) zoning.
Location: 9973 Horn Road
APN: 077-0330-035
Planner: Kathleen Franklin, Assistant Planner

OWNER:	APPLICANT:
S,F.C. Leasing S.P Charles Urata 3430 Luyung Drive Rancho Cordova, CA 95742	Dan Dunham 6116 Vernal Way Carmichael, CA 95608

Recommendation:

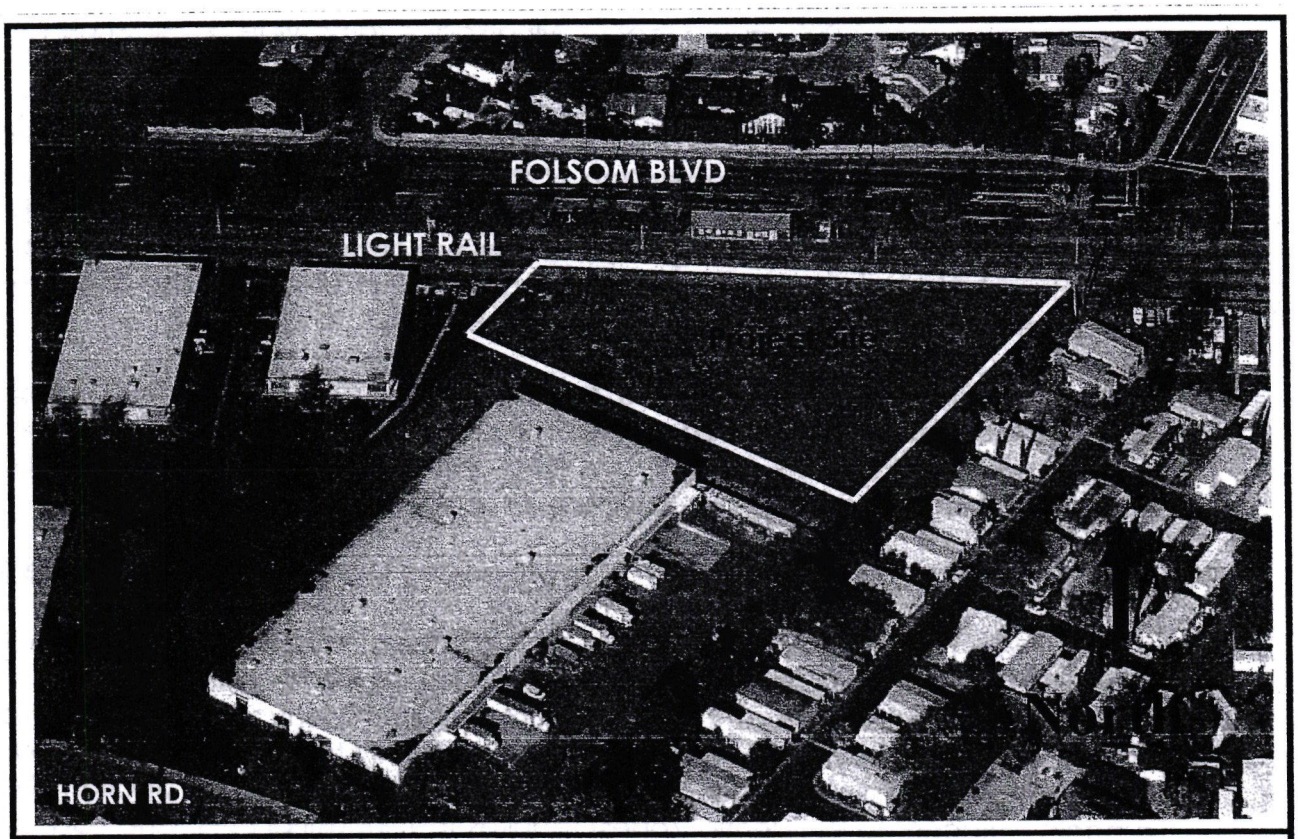
1. The City Council find the project Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act.
2. The City Council adopt Resolution 51-2004 approving the Variance, Conditional Use Permit and Development Plan Review for Project No. RC-03-062, Horn Road Self Storage subject to the findings and attached Conditions of Approval.

Background:

The applicant is proposing to construct a self storage facility in the M-1(NPA) zoning. The facility will consist of one (1) and two (2) story buildings totaling approximately 56,837 square feet. There will also be an on-site 950 square foot manager's office and a caretaker's apartment of 1,000 square feet. Section 230-11 of the Rancho Cordova Zoning Code requires the applicant to obtain a Conditional Use Permit to allow the caretaker's residence. The applicant is also requesting a Variance from Section 530-2 of the Zoning Code which requires a 75 foot setback in the M-1Neighborhood Preservation Area (NPA).

Land Use Relationships with Adjacent Properties:

	General Plan Land Use Designation	Zoning and Community Plan Designations	Existing Land Use
Subject Property	Intensive Industrial	M-1(NPA)	Vacant
North	Intensive Industrial	M-1	Rail Road/Folsom Blvd
East	Intensive Industrial	RM-1	Mobile Home Park
South	Intensive Industrial	M-1 (NPA)	Light Industrial
West	Intensive Industrial	MP	Light Industrial



PROJECT LOCATION AND SITE MAP

Analysis:

Planning Commission Hearing

The Planning Commission reviewed the project at its April 8, 2004 meeting. The Commission raised concerns about the perimeter fencing. A portion of the fencing was shown as chain link and the Commission asked that this be changed to masonry wall. The Commission felt that the project was an acceptable use on this site and recommended that the City Council approve the project with a 6-0 vote. Minutes of the Planning Commission's review of this project are attached for City Council review.

Conditional Use Permit

Section 230-11(K)(13) requires a Conditional Use Permit to allow the use of a permanent residence within the M-2 zoning. The proposed residence will be located above the office use in the two (2) story building on the north-west corner of the project. The applicant is proposing 1,000 square feet of living space to provide a residence for a full time on-site caretaker.

To grant a conditional use permit, "the appropriate authority shall find that the establishment, maintenance or 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."

Staff has determined there will not be a detrimental effect on the surrounding area based on the activity generated by the proposed residence. Having a full time caretaker onsite reduces the potential for theft and vandalism and will be a benefit to the proposed self storage use and possibly the surrounding area.

Variance to the Setback within the Cordova Industrial Uses Neighborhood Preservation Area

The proposed project is located within the Cordova Industrial Uses Neighborhood Preservation Area (NPA) (Zoning Code Section 530). The NPA was created in 1989 to provide for the continued and future industrial use of property while at the same time protecting and preserving existing and planned residential neighborhoods on adjoining properties from adverse and incompatible impacts of industrial uses. Section 530-24(c) (Setbacks Adjacent to Residential Zones) requires that industrial uses, when adjacent to any residential use shall be set back at least 75 feet from the residential property, except for office uses which may be as close as 25 feet.

Zoning Code Section 110-20 states that Variances from the terms of the Zoning Code may be granted when the appropriate authority finds that:

(a) The applicant has shown that because of special circumstances peculiar to the subject property, including size, shape topography, location, or surroundings; or because of the location of Heritage or Land Mark Trees as defined and regulated by Chapter 10.04 of the Sacramento County Code the strict

application of the requirements of this Code would deprive the subject property of privileges enjoyed by the other properties in the vicinity and under identical zone classifications.

(b) The grant of the variance would not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

Staff has reviewed the project considering both the site and the proposed use and is recommending the Planning Commission grant a Variance from the required 75 foot setback to the allowed 25 foot setback for office use based on the following:

1. The project site is roughly triangular in shape and is therefore problematic for development. The 75 foot setback significantly affects the amount of buildable area for this parcel. The 75 foot setback reduces the buildable area by 23,625 square feet which is approximately 25% of the total area of the parcel. A 25 foot setback would reduce the buildable area by only 7,875 +/- square feet.
2. The Zoning Code allows office use to be within 25 feet of the residential use. Staff is recommending that the City Council find that the proposed use is a less intensive use than office use which would be allowed at the 25 foot setback. Self-Storage use does not generate as many trips per day as office and therefore less people would be on site on a daily basis. Office buildings would have windows on the back of the buildings adjacent to the residential use which would be more intrusive than the blank walls of the self-storage. The proposed buildings adjacent to the residential use would be single story where it is possible that the office use would be allowed at two (2) stories.
3. The grant of the Variance would not constitute a grant of special privilege because the shape of the parcel presents a problematic development site and the use would not be any more intensive than that of the office use which is allowed a 25 foot setback.

The applicant will build the masonry wall that is required adjacent to the residential use and has agreed to install additional trees in the landscape corridor to block the view of the newly constructed self-storage from the rear yards of the adjacent neighbors. Irrigation will be installed to ensure the survival of the trees.

Development Plan Review

The City of Rancho Cordova Design Ordinance encourages:

a) High quality building designs that consist of durable and maintainable materials and that provide 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.

Staff and the applicant met to discuss the architecture of the proposed self-storage. Staff's main concern with the design of the project was the proposed 450 +/- foot long masonry wall that would be adjacent to Folsom Boulevard. The applicant has agreed to construct the wall using split-face masonry block with a decorative pattern to add visual interest to the wall. The applicant has also agreed to plant vines and install irrigation along the north face of the wall to further soften its appearance from Folsom Boulevard.

The two (2) story office/apartment building will have a trellis feature on the ground floor with the same vines planted to soften the look of the wall. The second story will carry out the theme of the design on the masonry wall.

The balance of the buildings on site will be the self-storage buildings. These buildings will be constructed from metal and will be colored shades of tan and light stone.

Oak Tree

There is an existing Oak tree in the vicinity of the project. The tree is located on the adjacent property and therefore is not a part of this project. The applicant did have an Arborist's Report prepared and it was determined that the tree was made up of second-generation stump sprouts, which are relatively short lived because specimens that regenerate from stumps are prone to failure because of decay in the original stump and lack of connective wood between the multiple stems. Two of the trunks have developed primary branches with narrow angle of attachment and embedded back, which cannot develop a strong union and will break in the future. The arborist determined that the tree was not suitable for preservation; therefore staff did place any conditions on the building that falls within the drip line of the tree.

Public Comment

Staff discussed the project with the adjacent mobile home park property owner, Mr. William Brennan. Mr. Brennan stated that he had no objection to the project or the reduction of the setback to 25 feet adjoining his property. He was pleased with the proposed use and with the fact that the property would be cleaned up. The mobile home park has had problems with people entering the park from the rear property line though this vacant site. Mr. Brennan felt this problem would disappear with the new project, especially with the walls being constructed around the perimeter of the site. His only request is that the wall adjacent to the mobile home park be built at a height of eight (8) feet versus the proposed six (6) feet.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of May, 2004.

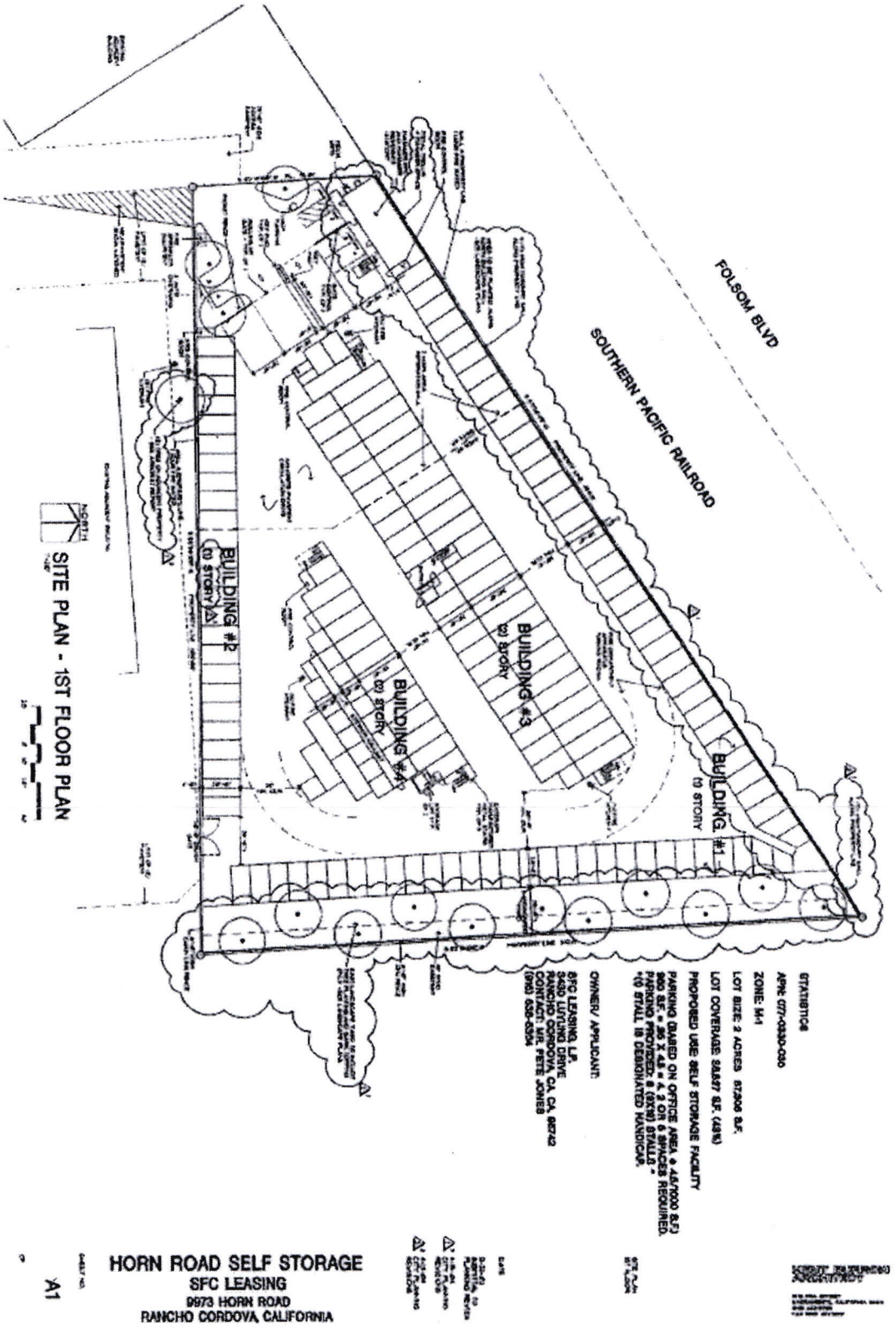
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

EXHIBIT A


FOLSOM BLVD
SOUTHERN PACIFIC RAILROAD
BUILDING #1
(1) STORY
BUILDING #2
(1) STORY
BUILDING #3
(1) STORY
BUILDING #4
(1) STORY
SITE PLAN - 1ST FLOOR PLAN
STATISTICS
APN: 077-0330-030
ZONE: M-1
LOT SIZE: 2 ACRES 87,206 S.F.
LOT COVERAGE: 58,687 S.F. (48%)
PROPOSED USE: SELF STORAGE FACILITY
PARKING: (BASED ON OFFICE AREA @ 4/1,000 S.F.)
900 S.F. = .90 X 4/1 = 4.2 OR 5 SPACES REQUIRED.
PARKING PROVIDED: 6 (8X18) STALLS *
*(1) STALL IS DESIGNATED HANDICAP.
OWNER/ APPLICANT:
SFC LEASING, L.P.
9450 LUTLING DRIVE
RANCHO CORDOVA, CA. CA. 95742
CONTACT: MR. PETE JONES
(916) 638-4304
HORN ROAD SELF STORAGE
SFC LEASING
9973 HORN ROAD
RANCHO CORDOVA CALIFORNIA
A1

CONDITIONS OF APPROVAL **EXHIBIT B**

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The entitlement approved by this action is for a Variance to allow a reduction in setback from 75 to 25 feet, a Conditional Use Permit to allow a caretaker residence in the M-1 zoning, and Development Plan Review for a self-storage facility at 9973 Horn Road as described in the staff report and associated Exhibits and Attachments, dated May 3, 2004.	On-Going	Planning Department	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning Department	
3.	The Applicant shall hold harmless the City, its Council members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning Department	
4.	Fire hydrant assemblies shall be located and installed as specified on the approved improvement plans on file in this office. If approval has not been obtained for the improvement plans then construction should not be started.	Improvement Plans	Sacramento Metropolitan Fire District	

5.	Every building shall be accessible to Fire District apparatus by means of an all-weather driving surface capable of supporting the imposed loads of the vehicle. The access is to be a minimum of twenty feet wide and have a minimum turning radius of fifty-eight feet outside and thirty-eight inside. The minimum vertical clearance acceptable is thirteen feet, six inches (13'.6"). The access roadway is to be extended to within one hundred fifty feet of all portions of the exterior walls of the first story. Dead end fire department access roads longer than one hundred fifty feet shall be provided with an approved turn-around facility for fire department apparatus.	On Improvement Plans	Sacramento Metropolitan Fire District	
6.	Private sewer service laterals will not be permitted to connect directly to the 48-inch diameter interceptor sewer line in Folsom Boulevard. Any public sewer collector connecting to the 48-inch interceptor shall carry a minimum of 10 mgd.	On Improvement Plans	CSD-1	
7.	To obtain sewer service, construction of either public or private sewer collector line is expected to be required.	On Improvement Plans	CSD-1	
8.	If construction of private collector sewer line is chosen, the private line shall connect to the existing private collector running parallel to Folsom Boulevard along the southeast boundary of Assessor Parcel Numbers 077-0330-063 through 068. The project property owner shall participate in maintenance and repair operations of the existing private sewer collector by entering into agreement and participation with the association	On Improvement Plans	CSD-1	

	and property owners currently maintaining the existing private sewer collector. All agreements shall be binding with successors in interest of the subject project land. Demonstrate the existence of, and/or if required, obtain a private sewer easement across the adjoining parcels to the public sewer collector. The private sewer easement shall be a minimum of 10 feet wide and centered over the existing private sewer collector. If construction of public collector sewer line is chosen, demonstrate the existence of, or if required, grant CSD-1 a sewer easement across an adjoining parcel or parcels to the public sewer collector. 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.			
	PRIOR TO BUILDING PERMIT			
9.	Applicant shall procure water service from Cal-American Water Company prior to issuance of Building Permits.			
10.	The applicant shall submit a landscape plan detailing all landscaping on the site for final review. The plans shall include the types of vines to be planted the length of the masonry wall bordering on the railroad corridor and the irrigation system that will be installed in the same area.	Prior to issuance of Building Permits	Planning	

11.	The applicant shall submit for final review the design for the masonry wall bordering the railroad corridor and the design for the trellis which will be installed on the first story wall of the residential/office building.	Prior to issuance of Building Permits	Planning	
12.	The applicant will pay any due drainage fees required by the Sacramento County Water Agency Code.	Prior to issuance of Building Permits	Department of Water Resources	
13.	Every building shall be accessible to Fire District apparatus by means of an all weather driving surface capable of supporting the imposed loads of the vehicle. The access is to be a minimum of twenty (20) feet wide and have a minimum turning radius of 58 feet outside and 38 feet inside. The minimum vertical clearance acceptable is thirteen feet, six inches (13'6"0. The access roadway is to be extended to within 150 feet of all portions of the exterior walls of the first story. Dead end fire department access roads longer than 150 feet shall be provided with an approved turn-around facility for fire department apparatus.	Prior to issuance of Building Permits	Sacramento Metropolitan Fire District	
14.	Fire access is to be provided prior to any combustible materials being brought onto the site.	Prior to issuance of Building Permits	Sacramento Metropolitan Fire District	
15.	A lighting plan shall be submitted to the Planning Department.	Prior to issuance of Building Permits	Planning	
	PRIOR TO OCCUPANCY PERMIT			
16.	All landscaping and irrigation systems shall be installed prior to issuance of Occupancy Permit.	Prior to issuance of Occupancy Permit	Planning	

17.	Installation of roadway gates or devices that may impede fire district access to buildings or grounds will necessitate the installation of "KNOX" devices and plan submittal prior to installation.	Prior to issuance of Occupancy Permit	Sacramento Metropolitan Fire District	

review by sheriff & Regional San

ADVISORY COMMENTS

Sacramento Metropolitan Fire District

- Ensure that addressing for the project's buildings is clearly indicated. Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.

- The minimum required fire flow for commercial developments Is outlined in the Uniform Fire Code, Table A-111-A1, but shall not be less than 1500 gallons per minute at 20 pounds per square inch residual.

- Fire District plan reviews are required per Sacramento County Code and such plans shall be submitted to the Fire District and the Building Department simultaneously. Pertinent architectural, site, fire sprinkler, fire alarm, cooking hood plans are required to be reviewed by the Fire District. The turn around time for such reviews may take up to twenty (20) days. Permits and/or fees are required to be paid at the time of plan submittal.

Sacramento County Sheriff's Department

LANDSCAPING AND FENCING

- Due to the nature of the use and the size of the vehicles to be stored on site, the perimeter fence shall be eight feet high all around the project area. Security planting materials (thorny type plants and bushes) shall be incorporated into the landscape areas to discourage climbing or tampering with the fence. (sample security plant lists will be provided by the Sheriff's Department upon request.)

FACILITY SECURITY

- Doors
  1) The jamb on all aluminum frame-swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a Horizontal distance of one (1) inch each side of the strike.

2) Glass doors shall be secured with a deadbolt lock[1] with minimum throw of one (1) inch. The outside ring should be free-moving and case hardened

3) Doors with glass panels and doors with glass panels adjacent to the doorframe shall be secured with burglary-resistant glazing[2] or the equivalent, if double-cylinder deadbolt locks are not installed.

4) On pairs of doors, the active leaf shall be secured with the type of lock required for single doors in this section. The inactive leaf shall be equipped with automatic flush extension bolts protected by hardened material with a minimum throw of three-fourths inch at head and foot and shall have no door knob or surface-mounted hardware. Multiple point locks, cylinder activated from the active leaf and satisfying the requirements, may be used in lieu of flushbolts.

5) Any single or pair of doors requiring locking at the bottom or top rail shall have locks with a minimum of one throw bolt at both the top and bottom rails.

6) All pedestrian and hallway doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1 ¾ inches and shall be secured by a deadbolt lock* with a minimum throw of one (1) inch closing device
7) Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of door.

8) Roll-up doors and individual storage space doors shall be equipped with locking hardware including metal flanges on the lock bolts to protect the padlock shackle from being cut.

- Windows
  1) Windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of two hundred- (200) lbs. applied in any direction.

  2) Louvered windows shall not be used as they pose a significant security problem.

  3) Secondary locking devices are recommended on all accessible windows that open.

- Roof Openings
  1) All glass skylights on the roof of any building shall be provided with:

a) Rated burglary-resistant glass or glass-like acrylic material
or:
b) Iron bars of at least ½" round or one by one-fourth inch flat steel material spaced no more than five inches apart under skylight and securely fastened.
or:
c) A steel grill of at least 1/8" material or two inch mesh under skylight and securely fastened.

2) All hatchway openings on the roof of any building shall be secured as follows:
a) If the hatchway is of wooden material, it shall be covered on the outside with at least 16-gauge sheet steel or its equivalent attached with screws.
b) The hatchway shall be secured from the inside with a slide bar or slide bolts approved by the Fire Marshal.
c) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

3) All air duct or vent openings exceeding 8"x12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following:
a) Iron bars of at least ½" round or on by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened.
or:
b) A steel grill of at least 1/8" material or two inch mesh and securely fastened and
c) If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside.

Downward directed

LIGHTING

- Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of .25 to .50 foot-candle minimum, maintained at ground level or .50 foot-candle average, is required.

- All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.

- The premises, while closed for business after dark, must be sufficiently lighted by use of interior night-lights.

- Exterior door, perimeter, storage, parking, circulation, and canopy lights shall be controlled by photocell or timer and shall be left on during hours of darkness or diminished lighting.

- Interior hallways shall be illuminated at least at the same light level as required in section d.1 at all times. Natural light shall be provided through use of transom windows and skylights throughout the complex to meet the minimum illumination level at anytime power is out during daylight hours or the hallway lights are turned off.

- Prior to issuance of a building permit, the applicant shall submit a lighting plan to be reviewed and approved by the Police Department. Lighting plans shall include photometic and distribution data attesting to the required illumination level.

NUMBERING OF BUILDINGS

- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than four to six inches in height and of a color contrasting with the background.

- Each different structure and storage unit within the complex shall have its particular sub-address displayed on the building face and unit number prominently displayed on its door.

- Posted at the main entrance to the complex shall be a sign (directory) showing the buildings and unit number spreads within the complex. Said signs shall be illuminated during the hours of darkness and shall be protected by use of vandal-resistant covers or materials.

VEHICLE STORAGE

- The storage of recreational vehicles or other vehicles shall only occur in designated areas or inside garage spaces. No vehicle storage shall occur in required parking spaces.

OPERATIONS SECURITY PROCEDURES

- The only persons allowed to live on site shall be the residence manager and his helper, when the manager is absent.
- Commercial establishments having one hundred dollars or more in cash on the premises after closing hours shall lock such money in approved type money safe with a minimum rating of TL-15 or Class "C".
- Demising walls between individual storage spaces shall extend from floor to ceiling to prevent persons from climbing into adjacent spaces. The design of the unit entry wall shall not allow visibility into any unit from the hallway while the unit door is closed.
- The fence surrounding the storage yard shall be 8 ft. high and constructed of vertical wrought iron to discourage climbing or cutting.
- All exterior painted surfaces viewable from public road and right-of-ways shall be painted with a graffiti-resistant paint. The property owner shall be responsible for immediate and thorough removal of all graffiti on the project property.

Action:

Motion 1: Commissioner Wentz moved, seconded by Commissioner Vance, to recommend that the City Council find the project is Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Act.

Motion 2: Commissioner Vance moved, seconded by Commissioner Savorn to recommend that the City Council approve a Development Plan Review as amended per the revised project plans submitted to the Planning Commission on April 8, 2004 for Project No. RC-04-78, 3158 and 3162 Luyung Drive for two (2) concrete tilt-up buildings subject to the finds and attached Conditions of Approval.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Skoglund, Vance, Wentz
NOES:	None
ABSENT:	Smith

There being 6 Ayes, 0 Noes and 1 Absent, the motion is hereby declared to be passed.

G. **Consideration of the Development Plan Review, Variance and Conditional Use Permit for HORN ROAD SELF STORAGE – RC-03-062**

Assistant Planner Kathleen Franklin presented the staff report and recommended the approval of the Development Plan Review, Variance and Conditional Use Permit for Horn Road Self Storage – RC-03-062. Vice Chair Skoglund opened the public hearing and took testimony from Dan Dunham, representative for project owners.

The Commissioners had the following concerns and comments:

- How does the wall tie into the wall being built for RT and Light Rail?
- Were the residents of the mobile home park that are directly adjacent to the property notified of this project?
- Were the notices sent to the homeowners or residents?
- Were the notices sent to property owners across Folsom Blvd.?
- Can a 500' Radius Map be supplied to the Planning Commission when there are Industrial Zoned projects going in around residential areas?
- Will there be trees and landscaping along the 25' buffer on the side of the property? No shrubbery, but will have trees planted inside the masonry wall.
- Is the oak tree going to be removed? The tree is not on the applicant's property and there are no requirements to protect the tree because of the declining health of the tree.

- Will there be storage of large vehicles? No.
- Can the roof be slopped to the back instead of the front to maintain better drainage?

The Commissioners felt the above concerns and comments were adequately addressed by staff, the applicant and the project Conditions of Approval.

Action:

Motion 1: Vice Chair Skoglund moved, seconded by Commissioner Wentz, to recommend that the City Council find the project is Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Act.

Motion 2: Commissioner Vance moved, seconded by Commissioner Konarski to recommend that the City Council approve a Variance, Conditional Use Permit and Development Plan Review for Project No. RC-03-062, Horn Road Self Storage, subject to the findings and attached Conditions of Approval.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Skoglund, Vance, Wentz
NOES:	None
ABSENT:	Smith

There being 6 Ayes, 0 Noes and 1 Absent, the motion is hereby declared to be passed.

4. ACTION ITEMS

A. SCHOOL SITE DETERMINATION – Elementary School No. 42 "Anatolia I"

Director Paul Junker presented the staff report and recommended the Planning Commission determine school site to be in compliance with the SunRidge Specific Plan.

The Commissioners had the following concerns and comments:

- What happens if the project is approved and the school district boundaries are changed to add this site to FCUSD?
- Is this a legal requirement of the Planning Commission to approve the site location?
- Is there a park next to the project site?
- Request to have representative from EGUSD to talk about the project.

ATTACHMENT 3

California American Water

To	Kathleen Franklin	From	Margaret DiGenova
Company	City of Rancho Cordova	Company	California American Water
Phone	916-942-0279	Phone	(916) 568-4210
Fax	916-853-1691	Fax	(916) 568-4286
Pages incl. cover page		Date	April 6, 2004

RECEIVED
APR 07 2004
RANCHO CORDOVA PLANNING

SUBJECT: Planning Department Application Number 03-062
Horn Road Self Storage / 9973 Horn Road

I am providing information regarding the Planning Department Application Number 03-062 for the project at Horn Road Self Storage at 9973 Horn Road.

On page 1 of the Planning Application form, the water supply (provider) should be listed as California American Water, not Sacramento County, as the project is within California American Water's (Cal-Am's) Suburban service area. In the vicinity of this project, we have an 8" water main along the southern edge of the property.

For design purposes, we recommend that a surveyor delineate any surface features associated with the water system on the design drawings to assist with the actual location of facilities. In the interest of project planning needs, our facilities maps can be viewed by appointment at our Sacramento office.

I have attached our current Application for Water Service for the developer's use. When submitting the application for water service, please include two sets of plans with a check in order to start the Cal-Am Design Review process. At the current time, a check for $1,500.00 made payable to California American Water Company ($1,000.00 for project initiation/plan check and $500.00 for the fire flow test) should be included with the application. For the fire flow test, please provide a vicinity map with design and fire flow requirements.

If you have any questions, or need additional information, please call me at (916) 568-4210.

Margaret DiGenova

Margaret DiGenova
Engineering Technician

Enclosure: Application for Water Service

cc: S.F.C. Leasing L.P.
Judy Watson
Dan Dunham
Cal-Am Preliminary Developer File / Suburban System

California American Water
Engineering Department
4701 Beloit Drive
Sacramento, CA 95838
Phone (916) 568-4210
Fax (916) 568-4286
Email
mdigenov@amwater.com

RWE GROUP



California-American Water Company
4701 Beloit Drive, Sacramento, CA 95838 • (916) 568-4210 • Fax (916) 568-4286

APPLICATION FOR WATER SERVICE

Date of Application: _____ Temporary Service: Yes _____ No _____
Estimated Length of Temp. Service _____ Months

Applicant: _____ Owner: Yes _____ No _____

Applicant's Address: _____
(No & Street) (City) (Zip Code)

Contact Name: _____ Phone No.: _____

Service Location/Description: _____
(Address, Lot, Block, Tract#, APN, etc., Attach Preliminary Plans if Available)

Billing Data (Send Bi-monthly Bill To): _____

Service Type: _____
(Residential, Apartment, Duplex, Commercial, Industrial, Subdivision, Irrigation, Other)

Number of Services and Size: _____

Fire Service Required: Yes ___ No ___ Hydrant(s) Required: No ___ Yes ___ Num ___

Backflow Requirement: Yes ___ No ___ Reason: Well ____ Pressure Sys. ____ Other ___

Construction Start Date: _____ Requested Service Operational Date: _____

Estimated Service Demand (Attach a Copy of Calculations):

For Residential Services Provide – Parcel Size _____ House Size _____
No. Baths _____ Bedrooms _____ Hose Bibs _____ Pool/Spa _____ & Size _____

Irrigation Demand (gpm) _____ Other Water Uses _____

Estimated Average Daily Demand _____ gpm

Estimated Max Day Demand _____ gpm

Estimated Peak Hour Demand _____ gpm

I hereby request water service from California-American Water Company.
(Must be the Property Owner)

_____
(Authorized Signature of Applicant)

Sacramento Metropolitan Fire District

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

RICK MARTINEZ
Fire Chief

RECEIVED

FEB 19 2004

RANCHO CORDOVA
PLANNING

February 18, 2004

City of Rancho Cordova
3121 Gold Canal Dr.
Rancho Cordova, CA 95670

Attention: Kathleen Franklin

RE: **App. # RC 03-062**
Horn Road Self Storage
APN: 0077-0330-035
Fire Dept. Number: 03-3834

Dear Ms. Franklin

This office is in receipt of the site plans submitted for the referenced project, as well as your request for information relative to the existing water distribution facilities and the necessary requirements for the proposed project. Upon review and consideration of the plans submitted to date the following are requirements;

NOTE: THE FOLLOWING ITEMS ARE STANDARD FIRE DEPARTMENT COMMENTS CLEARLY ADDRESSED IN POLICY AND GUIDELINES. THIS INFORMATION IS OFFERED TO ASSIST THE APPLICANT AND SHALL BE ADDRESSED IN THE FINAL DEVELOPMENT PLANS:

1. Fire hydrant assemblies shall be located and installed as specified on the approved improvement plans on file in this office. If approval has not been obtained for the improvement plans then construction should not be started.

2. Every building shall be accessible to Fire District apparatus by means of an all-weather driving surface capable of supporting the imposed loads of the vehicle. The access is to be a minimum of twenty (20) feet wide and have a minimum turning radius of fifty-eight (58) feet outside and thirty-eight (38) feet inside. The minimum vertical clearance acceptable is thirteen feet, six inches (13'6"). The access roadway is to be extended to within one hundred fifty (150) feet of all portions of the exterior walls of the first story. Dead end fire department access roads longer than one hundred fifty (150) feet shall be provided with an approved turn-around facility for fire department apparatus. Said access is to be provided prior to any combustible materials being brought on to the site.

3. Ensure that addressing for the project's buildings is clearly indicated. Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.

4. The minimum required fire flow for commercial developments is outlined in the Uniform Fire Code, Table A-III-A-1, but shall not be less than 1500 gallons per minute at 20 pounds per square inch residual.

5. Fire District plan reviews are required per Sacramento County Code and such plans shall be submitted to the Fire District and the Building Department simultaneously. Pertinent architectural, site, fire sprinkler, fire alarm, cooking hood plans are required to be reviewed by the Fire District. The turn around time for such reviews may take up to twenty days. Permits and/or fees are required to be paid at the time of plan submittal.

6. The installation of roadway gates, or devices that may impede fire district access to buildings or grounds will necessitate the installation "KNOX" access devices and plan submittal prior to installation.

If I may answer any questions or be of any assistance, please feel free to contact me at (916) 942-3357.

Sincerely,

263 (

Michael Magee, Fire Inspector
Fire Prevention Bureau

CC: Supervising Inspector Blair
File

kfranklin

From: Tom Trimberger [ttrimberger@cityofranchocordova.org]
Sent: Monday, December 29, 2003 1:49 PM
To: kfranklin@cityofranchocordova.org
Cc: phelpsm@cityofranchocordova.org
Subject: Horn Road Self Storage, RC03-062

Kathleen-

I have met with Kent Burrow,the develloper's architect, and mitigated some allowable area issues for the Building and Safety department. We also identified some required one-hour construction features that will be required in the design.

There were also some issues relative to existing right of way and sewer easements along the northwest property line (with southern Pacific property). These issues would not have allowed construction of the buildings shown. Imelda Tabbada at Technical Resources may have mitigated these problems all ready.

Tom

CSD-1
COUNTY SANITATION DISTRICT 1
Wastewater Conveyance For a Growing Sacramento

10545 Armstrong Avenue
Mather
California
95655
Tele: [916] 876-6000
Fax: [916] 876-6160
Website: www.csd-1.com

Board of Directors
County of Sacramento
Roger Dickinson
Illa Collin
Muriel P. Johnson
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City of Folsom
Kerri Howell

City of Rancho Cordova
Dave Roberts

City of Sacramento
Heather Fargo

Cheryl Creson
Agency Administrator

Robert F. Shanks
District Engineer

Marcia Maurer
Chief Financial Officer

Wendell H. Kido
District Manager

Mary K. Snyder
Collection Systems Manager

January 13, 2004
E225.000

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

RECEIVED
JAN 14 2004
RANCHO CORDOVA
PLANNING

Dear Ms. Franklin:

Subject: **Project Name: Horn Road Self Storage**
APN: 077-0330-035
Control No. RC 03-062

County Sanitation District 1 (CSD-1) has reviewed the subject documents and has the following comments.

CSD-1 Conditions:

Connection to the public sewer system shall be required to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to sewer construction.

Private sewer service laterals will not be permitted to connect directly to the 48-inch diameter interceptor sewer line in Folsom Boulevard. Any public sewer collector connecting to the 48-inch interceptor shall carry a minimum of 10 mgd.

In order to obtain sewer service, construction of either public or private sewer collector line is expected to be required. Sewer easements will be required.

If construction of private collector sewer line is chosen, the private line shall connect to the existing private collector running parallel to Folsom Boulevard along the southeast boundary of Assessor Parcel Numbers 077-0330-063 through 068. The project property owner shall participate in maintenance and repair operations of the existing private sewer collector by entering into agreement and participation with the association and property owners currently maintaining the existing private sewer collector. All agreements shall be binding with successors in interest of the subject project land. Demonstrate the existence of, and/or if required, obtain a private sewer easement across the adjoining parcels to the public sewer collector. The private sewer easement shall be a minimum of 10 feet wide and centered over the existing private sewer collector.

If construction of public collector sewer line is chosen, demonstrate the existence of, or if required, grant CSD-1 a sewer easement across an adjoining parcel or parcels to the public sewer collector. 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.

CSD-1 Advisories:

Developing this property may require the payment of additional sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

If you have any questions regarding these comments, please call Joyce Ferguson at 876-6098 or myself at 876-6094.

Sincerely,

Jeff Atteberry, P.E.
Local Sewer Engineering

JA/JF:dg

cc: Christoph Dobson
Charles Urata
SFC Leasing, LP
3430 Luyung Drive
Rancho Cordova, CA 95742

COUNTY OF SACRAMENTO
INTER-DEPARTMENT CORRESPONDENCE
DEPARTMENT OF WATER RESOURCES

MEMORANDUM

Date: January 13, 2004

TO: Kathleen Franklin

FROM: Mark Rains

PROJECT NAME: **Horn Road Self Storage Use Permit**

CONTROL NUMBER: **RC 03-062**

A.P.N.: **077-0330-035**

COMMENTS SECTION:

1. FEMA Flood Zone: X
   Panel No. 060262-0205
   Date: 7/6/1998 9/30/1988 2/4/1998

2. Watershed: Boyd Creek

CONDITIONS OF APPROVAL:

If the project is approved, the subject application should be conditioned on the following:

Pay any due drainage fees required by the Sacramento County Water Agency Code.

C:\Documents and Settings\kfranklin\Local Settings\Temporary Internet Files\OLK202\RC 03-062 Horn Road Self Storage UP.doc

CITY OF RANCHO CORDOVA

Inter-Agency Correspondence

January 8, 2004

To: Kathleen Franklin, Planning Department
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RECEIVED
JAN 12 2004
RANCHO CORDOVA
PLANNING

From: Tammy Urquhart, Associate Civil Engineer
Transportation Planning Section

Subject: **HORN ROAD SELF STORAGE**
Design Review and Conditional Use Permit
Control No.: RC 03-062
APN: 077-0330-035
Location: 9973 Horn Road

The Transportation Planning Section has reviewed the above referenced project and has no comments relating to right-of-way, access, and improvement requirements at this time.

Please contact LD&SIR for improvement requirements on minor roads.

If you have any questions, please call me at 874-5677.

TLU

CITY OF RANCHO CORDOVA

3121 Gold Canal Drive • RANCHO CORDOVA, California 95670
Tel: 916.942.0222 • Fax: 916.853.1680 •
www.cityofranchocordova.org
Planning (916) 942-0279

RECEIVED

JAN 0 8 2004

RANCHO CORDOVA PLANNING

Routing / Comment Sheet

Date: December 22, 2003
To:

City Departments
- ☒ Building Insp. – Tom Trimberger
- ☐ City Attorney – Adam Lindgren
- ☒ Public Works – Cyrus Abhar
- ☒ Public Works – Marilyn Phelps*
- ☒ Sanitation District – Jeff Atteberry*
- ☒ Drainage – Mark Rains*
- ☒ Transportation –Jeff Clark*
- ☐ Landscape Design/Trees - Jim Schubert*
- ☒ Water Supply – Jody Hashigami
- ☒ Infrastructure Finance – Richard Blackmarr
- ☐ Finance – Gene Albaugh
- ☐ Comm. Enhance – Yvonne DeHaan
- ☒ Police Dept. – Jeff Rodriques*

Cordova Recreation and Parks Dist.
- ☒ Parks – Jerry Steinke*

Metro Fire
- ☒ Fire – Brian Clark*

Sacramento County
- ☐ Env. Health – Steve Kalvelage
- ☐ Env. Haz Mat – Anthony Chu
- ☐ Ag. Commission – Frank Carl

State Agencies
- ☐ CRWQCB
- ☐ CALTRANS
- ☐ Dept. of Conservation
- ☐ Dept. of Fish & Game

Other
- ☐

Other Agencies
- ☐ CA American Water Co.
- ☐ Southern CA Water Co.
- ☐ FCUSD – Geri Wickham
- ☐ EGUSD – Marnie Rosenstein
- ☐ SCUSD – Jim Dobson
- ☐ Regional Transit – Azadeh Doherty
- ☐ SACOG - Ken Hough
- ☒ PG&E – Steven Jones
- ☒ Pacific Bell–Cheryl Summers
- ☒ SMAQMD – Art Smith
- ☒ SMUD – Ernie Taeys*
- ☐ Postmaster

**requests full size maps*

Project Description

The following application has been submitted to the Planning Department:

Application Number:	RC 03-062
Application Title:	Horn Road Self Storage
Assessor's Parcel Number:	077-0330-035
Property Address/Location:	9973 Horn Road, Rancho Cordova, CA
Project Description:	Design Review and Conditional Use Permit for a self storage facility with one and two story buildings totaling approximately 56.837 sf with on-site manager office of 950 sf and caretaker apartment of 1000 sf. Buildings are a manufactured product with steel and concrete structure and exterior metal siding and roofing.

Application Completeness / Project Conditions

If there is any additional information required to evaluate and prepare conditions for the project, please send me a list of these items within two weeks.

This Project:
- ☐ Will not be discussed at a Project Coordination Meeting
- ☐ Will be discussed at the Project Coordination Meeting on (date to be determined)

Please send your comments to me by January 22, 2004. **(Please e-mail a copy of your comments to the Project Planner)** If we do not receive a response by this date, **we will presume that your agency has "no comment."** If you require additional time for review, please contact me.

Sincerely,

Kathleen Franklin (kfranklin@cityofranchocordova.org)
Rancho Cordova Planning

Comments are: ☐ Attached ☑ No comment

1/6/04
Signature, date

ANTHONY SANTIAGO, SR. ENGINEER
Print Name and Title

City of RANCHO CORDOVA

January 19, 2004

Kathleen Franklin, Planner
City of Rancho Cordova
Planning Department
3121 Gold Canal Drive
Rancho Cordova, CA 95670

City Council

David Roberts
Mayor

Linda Budge
Mayor Pro-Tempore

Robert McGarvey
Councilmember

Kenneth Cooley
Councilmember

David Sander
Councilmember

RE: APPLICATION #RC 03-062, Horn Road Self Storage

Dear Kathleen:

The Sacramento County Sheriff's Department requests the following conditions be added to the proposed use permit for the "Horn Road Self Storage" facility:

LANDSCAPING AND FENCING

- Due to the nature of the use and the size of the vehicles to be stored on site, the perimeter fence shall be eight feet high all around the project area. Security planting materials (thorny type plants and bushes) shall be incorporated into the landscape areas to discourage climbing or tampering with the fence. (sample security plant lists will be provided by the Sheriff's Department upon request.)

FACILITY SECURITY

- Doors
  1) The jamb on all aluminum frame-swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a Horizontal distance of one (1) inch each side of the strike.

  2) Glass doors shall be secured with a deadbolt lock[1] with minimum throw of one (1) inch. The outside ring should be free-moving and case hardened

  3) Doors with glass panels and doors with glass panels adjacent to the doorframe shall be secured with burglary-resistant glazing[2] or the equivalent, if double-cylinder deadbolt locks are not installed.

  4) On pairs of doors, the active leaf shall be secured with the type of lock required for single doors in this section. The inactive leaf shall be equipped with automatic flush extension bolts protected by hardened material with a minimum throw of three-fourths inch at head and foot and shall have no door knob or surface-mounted hardware. Multiple point locks, cylinder activated from the active leaf and satisfying the requirements, may be used in lieu of flushbolts.

3121 Gold Canal Dr
Rancho Cordova,
CA 95670

Phone 916.942.0222
Fax 916.853.1691
www.cityofranchocordova.org

5) Any single or pair of doors requiring locking at the bottom or top rail shall have locks with a minimum of one throw bolt at both the top and bottom rails.

6) All pedestrian and hallway doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1 ¾ inches and shall be secured by a deadbolt lock* with a minimum throw of one (1) inch closing device

7) Outside hinges on all exterior doors shall be provided with nonremovable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of door.

8) Roll-up doors and individual storage space doors shall be equipped with locking hardware including metal flanges on the lock bolts to protect the padlock shackle from being cut.

- Windows
  1) Windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of two hundred- (200) lbs. applied in any direction.

  2) Louvered windows shall not be used as they pose a significant security problem.

  3) Secondary locking devices are recommended on all accessible windows that open.

- Roof Openings
  1) All glass skylights on the roof of any building shall be provided with:
     a) Rated burglary-resistant glass or glass-like acrylic material

     or:

     b) Iron bars of at least ½" round or one by one-fourth inch flat steel material spaced no more than five inches apart under skylight and securely fastened.

     or:

     c) A steel grill of at least 1/8" material or two inch mesh under skylight and securely fastened.

  2) All hatchway openings on the roof of any building shall be secured as follows:
     a) If the hatchway is of wooden material, it shall be covered on the outside with at least 16-gauge sheet steel or its equivalent attached with screws.
     b) The hatchway shall be secured from the inside with a slide bar or slide bolts approved by the Fire Marshal.

     c) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

3) All air duct or vent openings exceeding 8"x12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following:
   a) Iron bars of at least ½" round or on by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened.

   or:

   b) A steel grill of at least 1/8" material or two inch mesh and securely fastened and

   c) If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside.

LIGHTING

- Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of .25 to .50 foot-candle minimum, maintained at ground level or .50 foot-candle average, is required.

- All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.

- The premises, while closed for business after dark, must be sufficiently lighted by use of interior night-lights.

- Exterior door, perimeter, storage, parking, circulation, and canopy lights shall be controlled by photocell or timer and shall be left on during hours of darkness or diminished lighting.

- Interior hallways shall be illuminated at least at the same light level as required in section d.1 at all times. Natural light shall be provided through use of transom windows and skylights throughout the complex to meet the minimum illumination level at anytime power is out during daylight hours or the hallway lights are turned off.

- Prior to issuance of a building permit, the applicant shall submit a lighting plan to be reviewed and approved by the Police Department. Lighting plans shall include photometic and distribution data attesting to the required illumination level.

NUMBERING OF BUILDINGS

- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than four to six inches in height and of a color contrasting with the background.

- Each different structure and storage unit within the complex shall have its particular sub-address displayed on the building face and unit number prominently displayed on its door.

- Posted at the main entrance to the complex shall be a sign (directory) showing the buildings and unit number spreads within the complex. Said signs shall be illuminated during the hours of darkness and shall be protected by use of vandal-resistant covers or materials.

VEHICLE STORAGE

- The storage of recreational vehicles or other vehicles shall only occur in designated areas or inside garage spaces. No vehicle storage shall occur in required parking spaces.

OPERATIONS SECURITY PROCEDURES

- The only persons allowed to live on site shall be the residence manager and his helper, when the manager is absent.

- Commercial establishments having one hundred dollars or more in cash on the premises after closing hours shall lock such money in approved type money safe with a minimum rating of TL-15 or Class "C".

- Demising walls between individual storage spaces shall extend from floor to ceiling to prevent persons from climbing into adjacent spaces. The design of the unit entry wall shall not allow visibility into any unit from the hallway while the unit door is closed.

- The fence surrounding the storage yard shall be 8 ft. high and constructed of vertical wrought iron to discourage climbing or cutting.

- All exterior painted surfaces viewable from public road and right-of-ways shall be painted with a graffiti-resistant paint. The property owner shall be responsible for immediate and thorough removal of all graffiti on the project property.

If you should have any questions regarding the above conditions, please feel free to contact me anytime at 875-5852.

Very Truly Yours,

CSS III Jeffrey Rodrigues
Crime Prevention Specialist
Sacramento County Sheriff's Department

Attachment 4

ARBORIST REPORT
for

Improvement Plans
9973 Horn Road
City of Rancho Cordova

Kent Burrow, Architect

March 17, 2004

Randall Frizzell & Associates
PO Box 609
Cedar Ridge, CA 95924
(530) 477-7405

Summary

Project: Improvement Plans for 9973 Horn Road, City of Rancho Cordova

Location: County of Sacramento, Parcel No.077-0330-035

Prepared For: Kent Borrow, Architect
SFC Leasing

Activity: A Discretionary Project regulated by Title 19 (Trees) as adopted by the City of Rancho Cordova.

Purpose: Assess one (1) oak tree adjacent to the project site and determine applicable sections of Title 19.

Introduction

This Arborist Report summarizes the evaluation of one native oak tree, the preliminary site plan in relation to the tree, and the City of Rancho Cordova tree ordinance. The intended use of this Arborist Report is to provide the City of Rancho Cordova and the project architect, with the following information:

1) A description of surveyed trees including species, location, diameter, dripline radius, and condition.
2) A determination of suitability for preservation and the applicability of Title 19, Tree Preservation and Protection, 19.12.090 Decision Criteria.

Observations

The subject tree was evaluated March 17, 2004.

Species: Valley oak (*Quercus lobata*)

Diameter @ 4.5 ft. above ground: multi-trunk 3,5,6,6,7, & 7 inches

Height: 15 feet

Dripline radius: 10 feet

Location: Refer to site map.

Root Zone: Existing pavement on the south side and open grassland on the north side.

Trunk: Poor condition; the tree structure is made up of 6 stump sprouts originating from the parent stump that has rotted away. Three of the 6 trunks have serious structural defects that will eventually fail or cause the trunks to die.
Two of the trunks have primary branches with poor attachments and included bark. A rope is seriously girdling a third trunk.

Condition Rating: Poor

Comments:

The structure of the subject tree is made up of second-generation stump sprouts, which are relatively short-lived because species that regenerate from stumps are prone to failure because of decay in the original stump and lack of connective wood between the multiple stems. (*Evaluation of Hazard tree in Urban Areas, 2nd Ed., Matheny and Clark, pg.18*).

Two of the trunks have developed primary branches with narrow angle of attachment and embedded bark, which cannot develop a strong union and will break in the future. (*Ibid, pg. 9*).

Title 19, Tree Preservation and Protection, 19.12.090 Decision Criteria states: ***Prior to the issuance of such permit, the approving body shall ascertain whether or not the tree cannot or should not be retained. The determination of the approving body in granting or denying a permit shall be based upon the following criteria:***

Randall Frizzell
Registered Consulting Arborist #361
ISA Certified Arborist WE-0118A

March 17, 2004

(1) Whether or not the preservation of the tree would unreasonably compromise an owner's development of land;

(2) The condition of the tree with respect to disease, general health, damage, danger of falling, and.....;

(5) The number of existing trees in the area and the effect of the tree removal upon public health, safety, prosperity, beauty and general welfare of the area;

Conclusions

It is my conclusion the subject tree is not suitable for preservation and should be exempt from 19.12.130 Development Control Measures because the tree is in poor condition, will be short lived, will increasingly become a hazard to nearby structures, and is a negative value upon public safety, beauty and general welfare of the area. Therefore, the subject tree unreasonably compromises the owner's development of their land.

9973 HORN ROAD

CITY of RANCHO CORDOVA

COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APN: 077-0330-035

ABBREVIATIONS

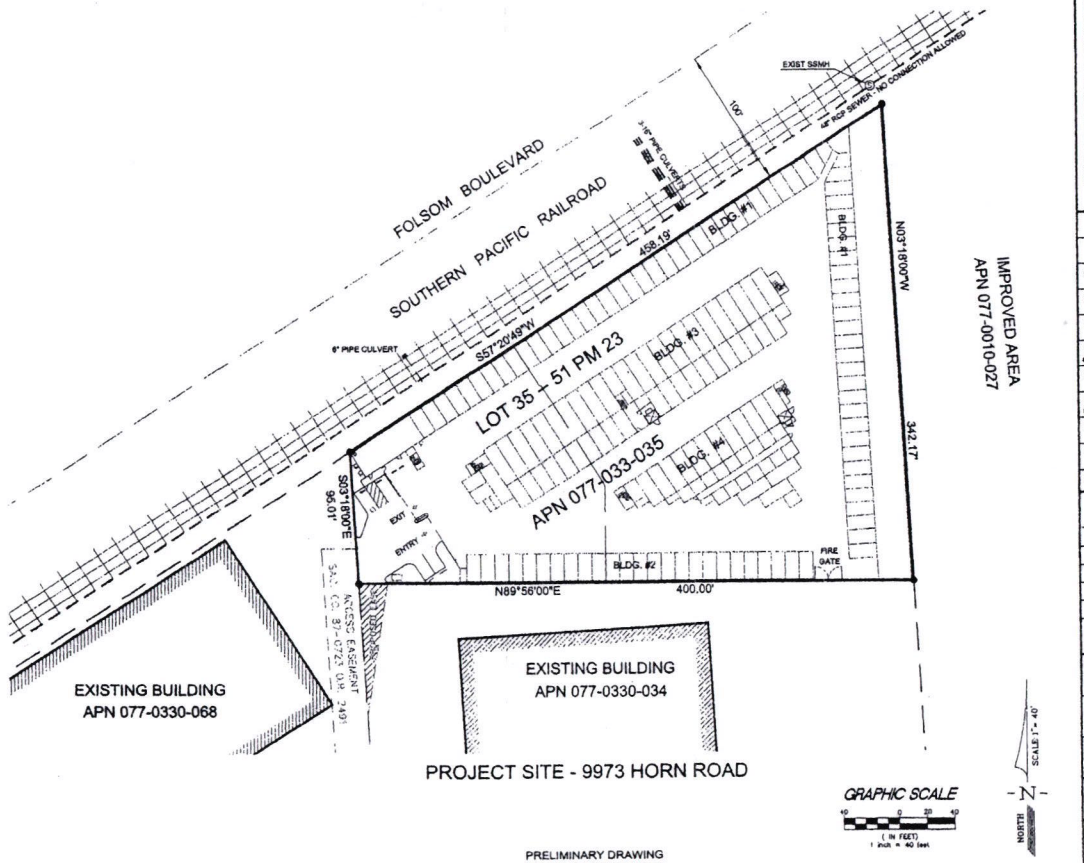
AC	- ASPHALT CONCRETE
BLDG.	- BUILDING
(C)	- CALCULATED
℄	- CENTERLINE
CO	- CLEAN OUT
CONC.	- CONCRETE
CONST	- CONSTRUCT
DDC	- DOUBLE DETECTOR CHECK VALVE
D.I.	- DROP INLET
D.I.P.	- DUCTILE IRON PIPE
ELEV	- ELEVATION
EP	- EDGE OF PAVEMENT
EXIST OR (E)	- EXISTING
FDC	- FIRE DEPTMENT CONNECTION
F.F.	- FINISHED FLOOR
FL	- FLOWLINE
GB	- GRADE BREAK
GR	- GRATE
GS	- GROUND SHOT
GV	- GATE VALVE
INV.	- INVERT
IRRIG.	- IRRIGATION
LF	- LINEAR FEET
LDG	- LIP OF GUTTER
L.T.B.	- LIME TREATED BASE
MON.	- MONUMENT
N.T.S	- NOT TO SCALE
PCC	- PORTLAND CEMENT CONCRETE
P.U.E	- PUBLIC UTILITY EASEMENT
PVC	- POLYVINYL CHLORIDE
RCP	- REINFORCED CONCRETE PIPE
R/W	- RIGHT OF WAY
SD	- STORM DRAIN
S.D.M.H.	- STORM DRAIN MANHOLE
SS	- SANITARY SEWER
S.S.M.H.	- SANITARY SEWER MANHOLE
S.D.M.H.	- STRORM DRAIN MANHOLE
STD	- STANDARD
TBC	- TOP BACK OF CURB
TBM	- TEMPORARY BENCHMARK
TC	- TOP OF CURB
(TYP.)	- TYPICAL

LEGEND

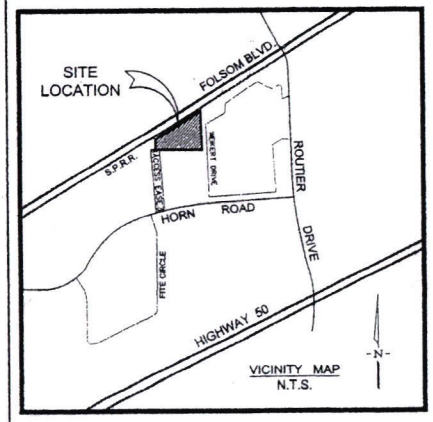
EXISTING		PROPOSED
	FIRE HYDRANT	
	WATER VALVE	
	STORM DRAIN MANHOLE	
	SANITARY SEWER MANHOLE	
	DIMENSION POINT	
	ELECTROLIER	
	DROP INLET	
	CURB INLET WITH GRATE	
	MAJOR CONTOUR	
	MINOR CONTOUR	
	EXISTING FENCE	
	JOINT UTILITY TRENCH	
	FLOWLINE	
	SEWER CLEAN OUT	
	WATER SERVICE CONNECTION	
42.93-TC	GRADE ELEVATIONS	AC 31.24
	SEWER SERVICE (SIZE AND FLOW DIRECTION)	
	STORM DRAIN (SIZE AND FLOW DIRECTION)	
	WATER SERVICE (SIZE)	
	UTILITY SERVICE AS NOTED	
	FOUND MONUMENT AS NOTED	
	SHEET FLOW DIRECTION	
	TRANSMISSION TOWER	
	POWER POLE	
	GAS LINE	

SHEET INDEX

1 - COVER SHEET
2 - CONSTRUCTION NOTES
3 - ONSITE GRADING & DRAINAGE PLAN
4 - OFFSITE DRAINAGE PLAN
5 - ONSITE UTILITY PLAN
6 - OFFSITE UTILITY PLAN
7 - EROSION CONTROL PLAN
8 - NOT USED



PRELIMINARY DRAWING
FOR PLAN CHECK ONLY



UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVE	PHONE
GAS: P.G. & E.	MIKE WILLIAMS	(916) 386-5112
ELECTRICITY: S.M.U.D.	ROBERT TAYLOR	(916) 732-5786
TELEPHONE: SBC(PACIFIC BELL)	JOHN ZVOLANEK	(916) 972-2384
WATER: SAC. COUNTY WATER AGENCY	RONALD D. PEEK	(916) 875-7725
FIRE: SAC METRO FIRE	DEBRA BROWN LUCAS	(916) 942-3300
SEWER: SAC. COUNTY WATER QUALITY	ROB ARMSTRONG	(916) 876-6000
DRAINAGE: SAC. COUNTY W. R.	GEORGE BOOTH	(916) 874-6851
CABLE TV: CABLE VISION	KERRY WATERS	(916) 927-2225
U.S.A.:		(800) 227-2600

SACRAMENTO COUNTY PUBLIC WORKS AGENCY

Parcel No.:	077-0330-035
Map Coordinates:	N: 99999.99 / E: 99999.99
Approved:	
Order No.:	Drainage Fee:
Checked By:	

APPROVED: _____ DATE _____
CITY ENGINEER, CITY of RANCHO CORDOVA

APPROVED: _____ DATE _____
DIRECTOR OF COUNTY ENGINEERING

APPROVED: _____ DATE _____
SCA. CO. WATER AGENCY

APPROVED: _____ DATE _____
SACRAMENTO METRO FIRE DISTRICT

REV. NO.	REVISION DESCRIPTION	DATE	BY

BENCHMARK ELEV.: 55.73
SACRAMENTO COUNTY B.M. NO.: 18-215

7/8" metal disc & ramset stamped "Co. B.M. 18-215" set in chiseled square top back roll curb @ south end curb return @ southeast corner of west LaLoma Dr. & Capitales Dr.

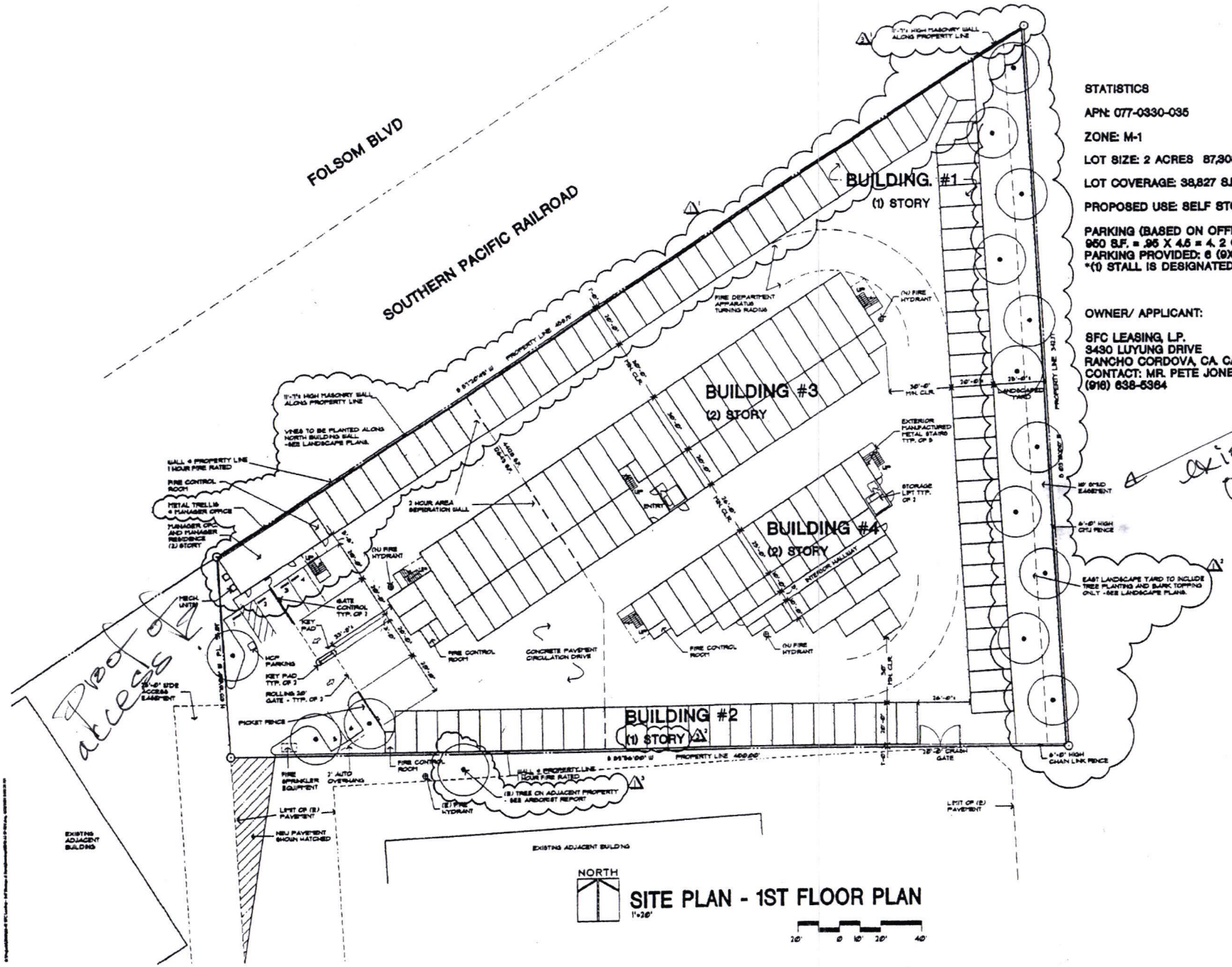
DESIGNED M. DIEDERICH
DRAWN J.L.Y.
CHECKED M. DIEDERICH
DATE 12/19/03
SCALE 1" = 40'

SURVEYORS GROUP, INC.
LAND SURVEYORS CIVIL ENGINEERS
730 SUNRISE AVE., BLDG. 200, STE. 240
ROSEVILLE, CA 95661
(916)789-0822
(916)789-0824 (fax)
email: surveygp@ix.netcom.com

IMPROVEMENT PLANS FOR
9973 HORN ROAD
COVER SHEET
FOR: KENT BURROW, ARCHITECT
SACRAMENTO COUNTY, CALIFORNIA

SHEET NO. 1 OF 6
JOB NO. SFC 03-87

SFC0387-ImpPln1-CVR.dwg



STATISTICS

APN: 077-0330-035

ZONE: M-1

LOT SIZE: 2 ACRES 87,308 S.F.

LOT COVERAGE: 38,827 S.F. (43%)

PROPOSED USE: SELF STORAGE FACILITY

PARKING (BASED ON OFFICE AREA @ 4.5/1000 S.F.)
950 S.F. = .95 X 4.5 = 4. 2 OR 5 SPACES REQUIRED.
PARKING PROVIDED: 6 (9X19) STALLS *
*(1) STALL IS DESIGNATED HANDICAP.

OWNER/ APPLICANT:

SFC LEASING, L.P.
3430 LUYUNG DRIVE
RANCHO CORDOVA, CA. CA. 95742
CONTACT: MR. PETE JONES
(916) 638-5364

existing O'head P or underground?

Pivot access

KENT EMERSON ARCHITECT

SITE PLAN 1ST FLOOR

DATE

12-22-03 SUBMITTAL TO PLANNING REVIEW

1 3-18-04 CITY PLANNING REVISIONS

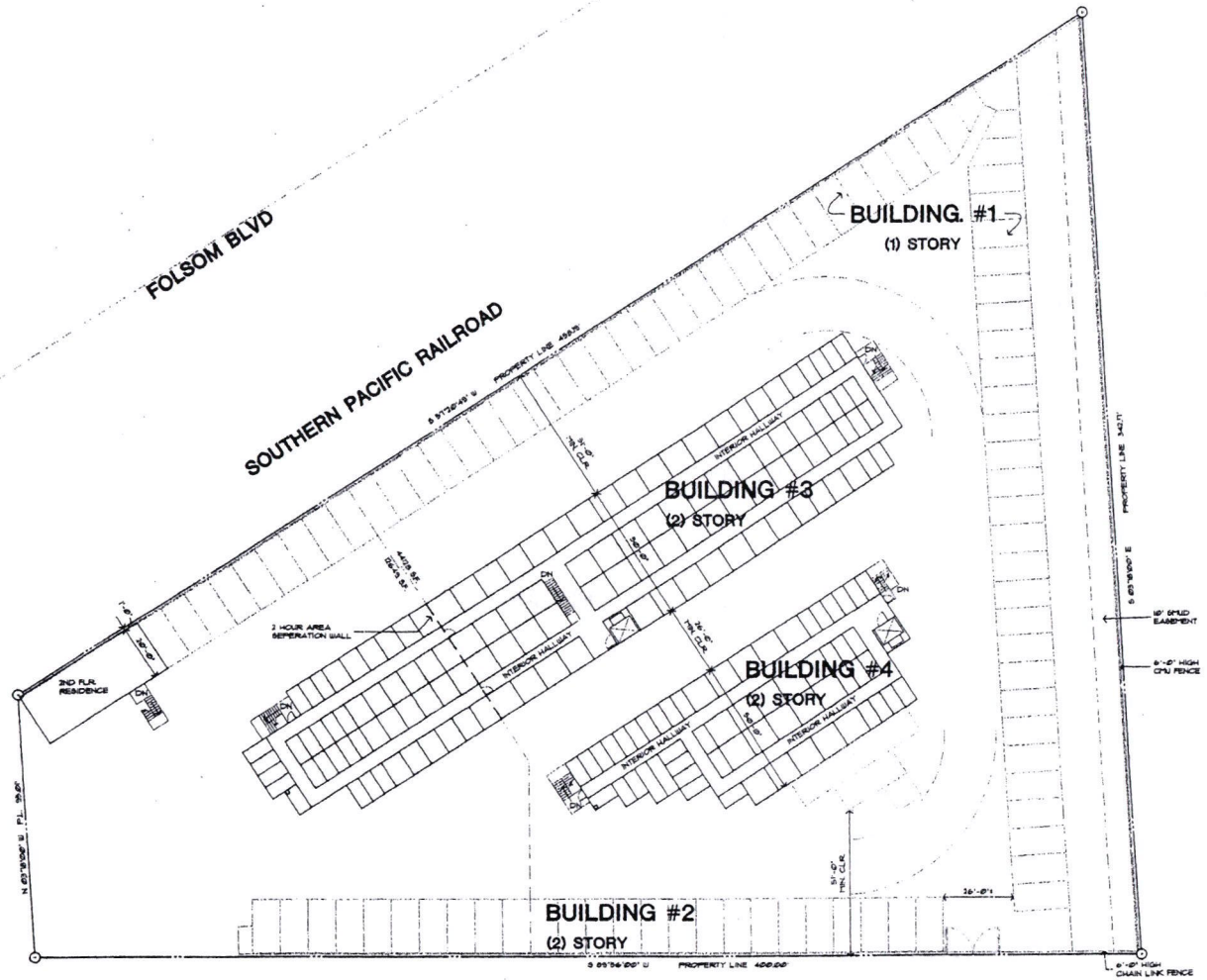
2 4-13-04 CITY PLANNING REVISIONS

HORN ROAD SELF STORAGE
SFC LEASING
9973 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

A1

OF



NORTH

SITE PLAN - 2ND FLOOR PLAN

1"=20'

0' 10' 20' 40'

BLDG #1

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
60	10	x	20	200	12000	STORAGE
2	10	x	17	171	342	STORAGE
2	10	x	11	112	224	STORAGE
1	21	x	20	211	211	STORAGE
1	10		30	300	300	MAINT. STOR.
1	10	x	5	50	50	FCR
1	80	x	25	10000	1000	RESIDENCE
1	47.5	x	20	950	950	OFFICE
				TOTAL BLDG. #1	14977 S.F.	
				S.F. STORAGE ONLY:	12777 S.F.	

BLDG #2

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
25	10	x	20	200	5000	STORAGE
1	10	x	5	50	50	FCR
				TOTAL BLDG. #2	5050 S.F.	
				S.F. STORAGE ONLY:	5000 S.F.	

BLDG #3, 1ST FLOOR

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
24	10	x	30	300	7200	STORAGE
22	10	x	20	200	4400	STORAGE
1	10	x	10	100	100	STORAGE
1	10	x	7.5	75	75	STORAGE
2	10	x	5	50	100	STORAGE
1	10	x	5	50	50	FCR
1	10	x	12.5	125	125	LIFT
2	10	x	15	150	300	STORAGE
1	x			350	350	INTERIOR CIRC.
	x					
	BLDG. #3 1ST FLOOR				12800	

BLDG #3, 2ND FLOOR

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
48	10	x	10	100	4800	STORAGE
40	10	x	7.5	75	3000	STORAGE
33	10	x	5	50	1650	STORAGE
1	10	x	10	100	100	LIFT
1	x			3050	3050	INTERIOR CIRC.
	x					
	BLDG. #3 2ND FLOOR				12600	
	TOTAL BLDG. #3				25200 S.F.	
	S.F. STORAGE ONLY:				21625 S.F.	

BLDG #4, 1ST FLOOR

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
14	10	x	25	250	3500	STORAGE
1	10	x	15	150	150	STORAGE
17	10	x	10	100	1700	STORAGE
1	10	x	5	50	50	FCR
1	10	x	10	100	100	LIFT
1	5	x	80	400	400	INTERIOR CIRC.
1	10	x	20	200	200	STORAGE
1	10	x	5	50	100	STORAGE
	BLDG. #4 1ST FLOOR				5350	

BLDG #4, 2ND FLOOR

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
20	10	x	10	100	2000	STORAGE
36	10	x	5	50	1800	STORAGE
1	10	x	10	100	120	LIFT
1	x			1300	1300	INTERIOR CIRC.
2	5	x	15	75	150	STORAGE
	BLDG. #4 2ND FLOOR				5380	
	TOTAL BLDG. #4				11550 S.F.	
	S.F. STORAGE ONLY:				9600 S.F.	

TOTAL BLDG. #1	14977 S.F.
TOTAL BLDG. #2	5050 S.F.
TOTAL BLDG. #3	25200 S.F.
TOTAL BLDG. #4	11550 S.F.
GRAND TOTAL ALL BLDG S.F.:	56777 S.F.

LIST OF STORAGE TYPES

QTY	UNIT SIZE			SQ. FT. EA.	SQ. FT. LINE TOTAL	NOTE
1	21	x	20 *	211	211	STORAGE
2	9	x	18	76	150	STORAGE
73	10	x	5	50	3650	STORAGE
41	10	x	7.5	76	3075	STORAGE
86	10	x	10	100	8600	STORAGE
3	10	x	15	150	450	STORAGE
108	10	x	20	200	21600	STORAGE
14	10	x	25	250	3500	STORAGE
24	10	x	30	300	7200	STORAGE
2	10	x	11 *	112	224	STORAGE
2	10	x	17 *	171	342	STORAGE
TOTAL S.F. OF STORAGE AVAILABLE:					49002 S.F.	

* IRREGULAR SHAPE STORAGE

KENT BURTON ARCHITECT
915 20th STREET
SACRAMENTO, CALIFORNIA 95816
PH# 916-739-0555
FAX 916-451-8602

SITE PLAN
2ND FLOOR

DATE

12-22-03
SUBMIT TO
PLANNING REVIEW

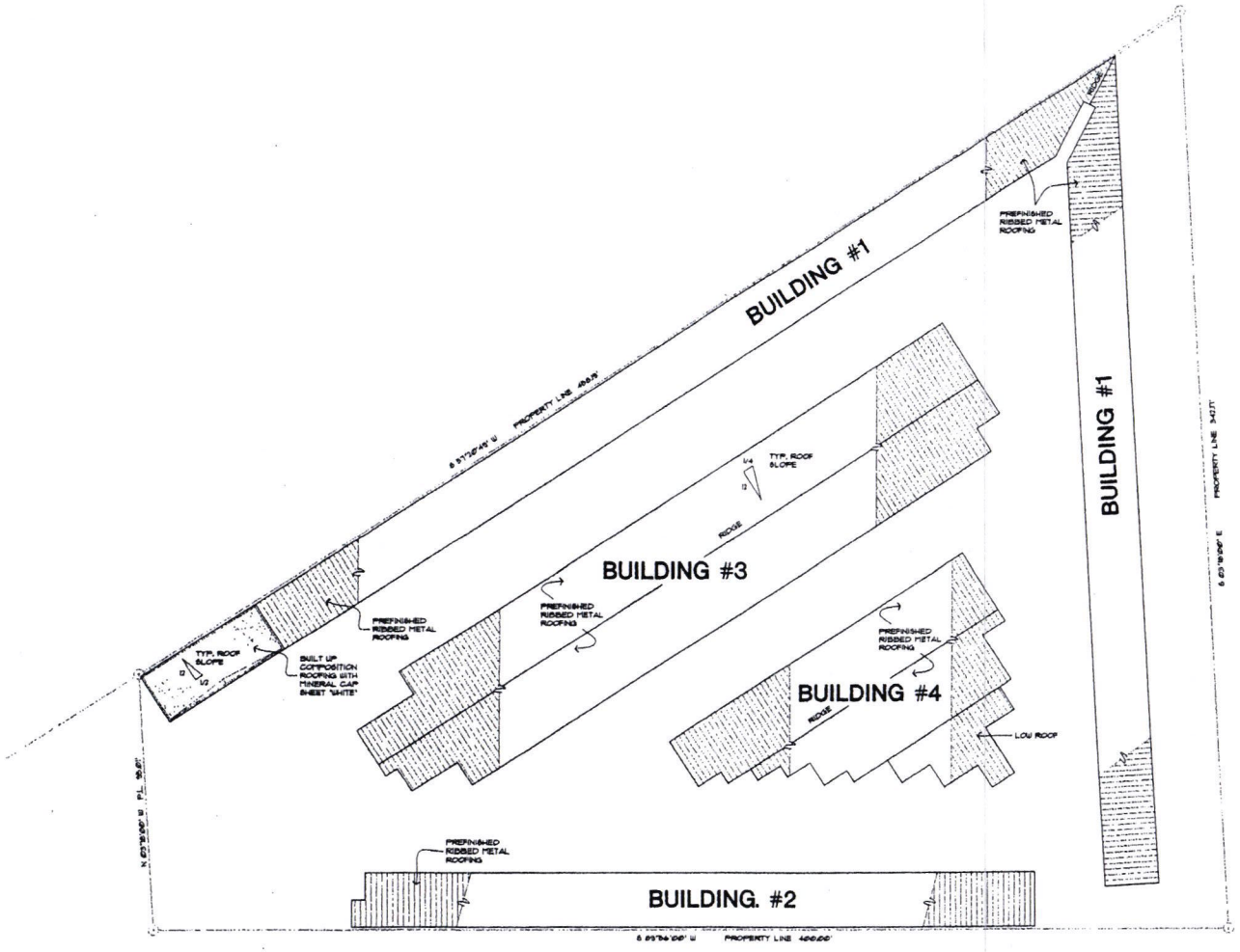
HORN ROAD SELF STORAGE

SFC LEASING
9973 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

A2

OF



NORTH

ROOF PLAN

1"=20'

20' 0 10' 20' 40'

KENT BURROW ARCHITECT
939 20th STREET
SACRAMENTO, CALIFORNIA 95814
PH. (916) 443-7758
FAX (916) 451-3402

ROOF PLAN

DATE

12-22-03
SUBMIT TO
PLANNING REVIEW

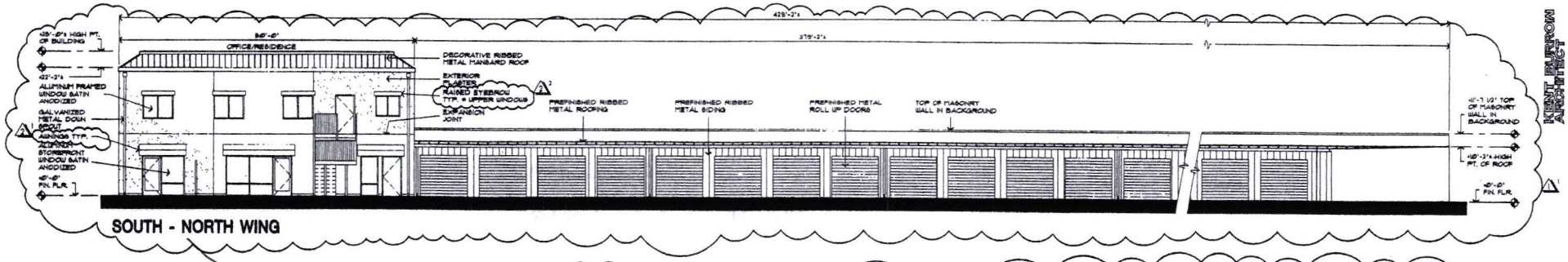
HORN ROAD SELF STORAGE

SFC LEASING
9873 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

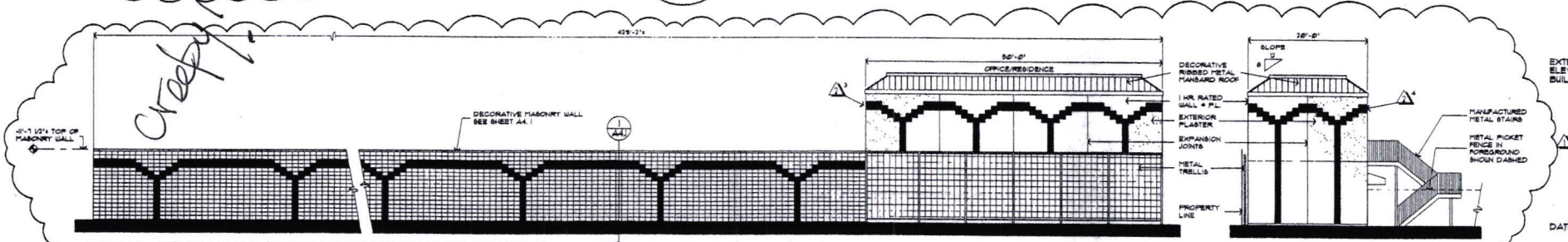
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A3

OF

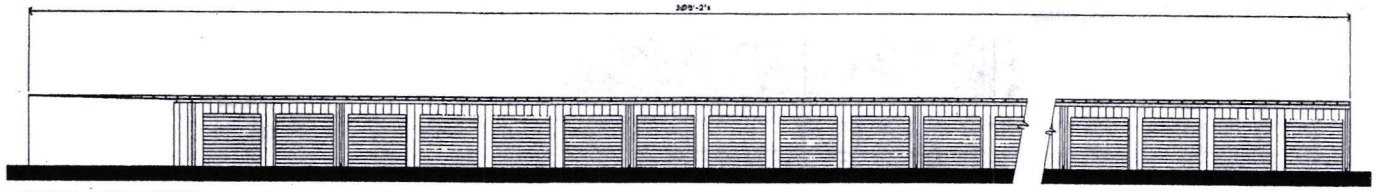


SOUTH - NORTH WING

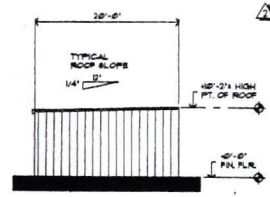


NORTH - NORTH WING (VIEW FROM FOLSOM BOULEVARD)

WEST - NORTH WING

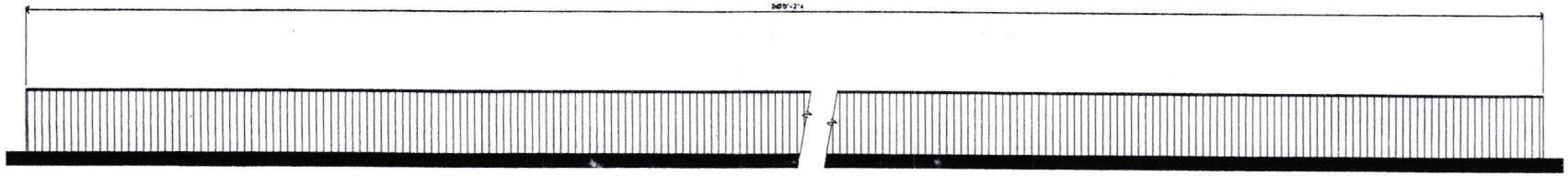


WEST - EAST WING



SOUTH - EAST WING

SEE SOUTH ELEVATION (NORTH WING) FOR TYPICAL NOTE



EAST - EAST WING

EXTERIOR ELEVATIONS - BUILDING 1

1/8"=1'

0' 2' 6' 12' 24'

EXTERIOR ELEVATIONS BUILDING 1

DATE

12-22-04 SUBMIT TO PLANNING REVIEW

3-18-04 CITY PLANNING REVISIONS

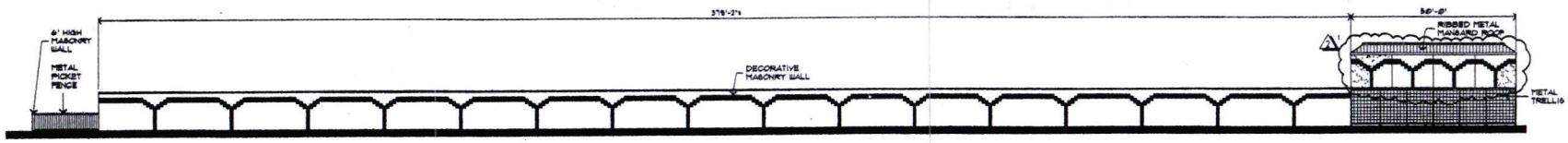
3-23-04 CITY PLANNING REVISIONS

HORN ROAD SELF STORAGE
SFC LEASING
9900 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

A4

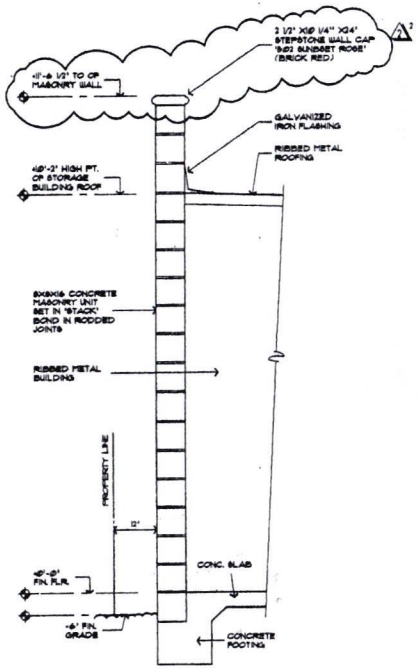
OF



NORTH - NORTH WING (VIEW FROM FOLSOM BOULEVARD)

1/16"=1'-0"

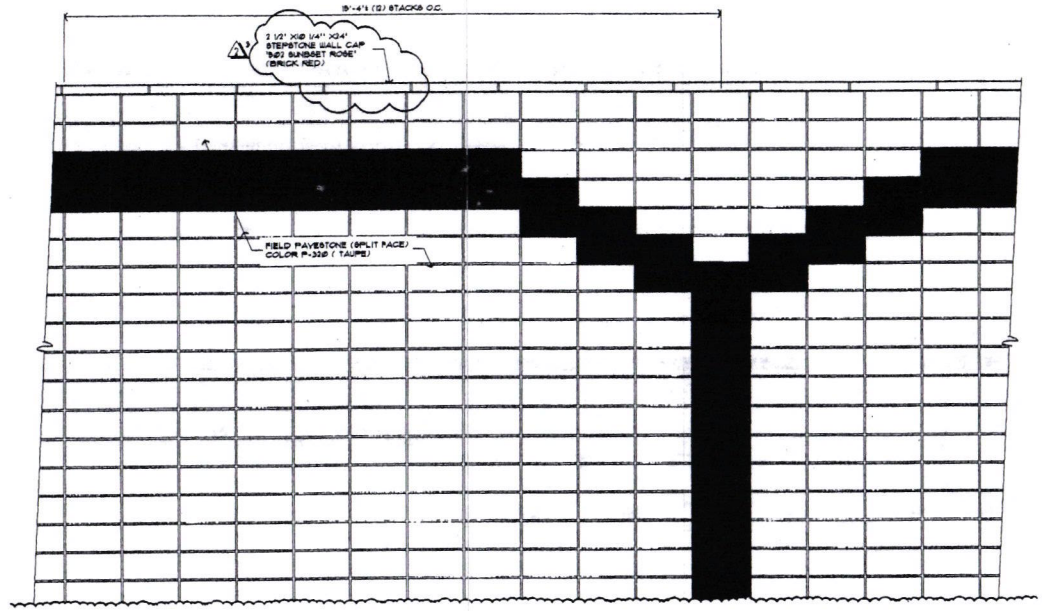
Ø 4' 12' 24' 48'



1 MASONRY WALL SECT.

3/4" = 1'-0"

Ø 6' 1' 2' 4'



MASONRY WALL ELEVATION

3/4"=1'

Ø 6' 1' 2' 4'

KENT BARROW ARCHITECT

EXTERIOR ELEVATIONS BUILDING 1

DATE

3-15-Ø4 CITY PLANNING REVISIONS

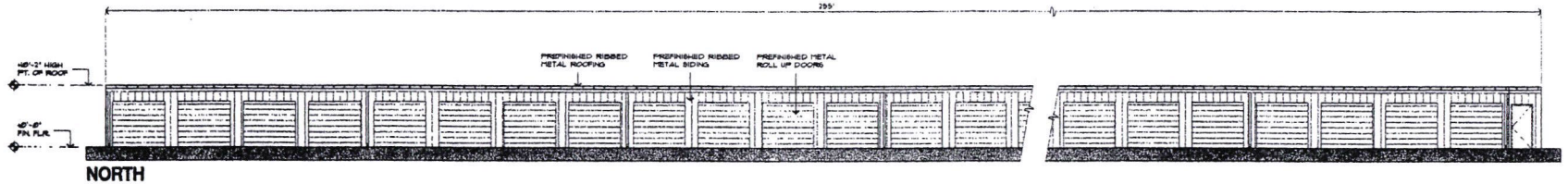
2 3-23-Ø4 CITY PLANNING REVISIONS

HORN ROAD SELF STORAGE
SFC LEASING
9900 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

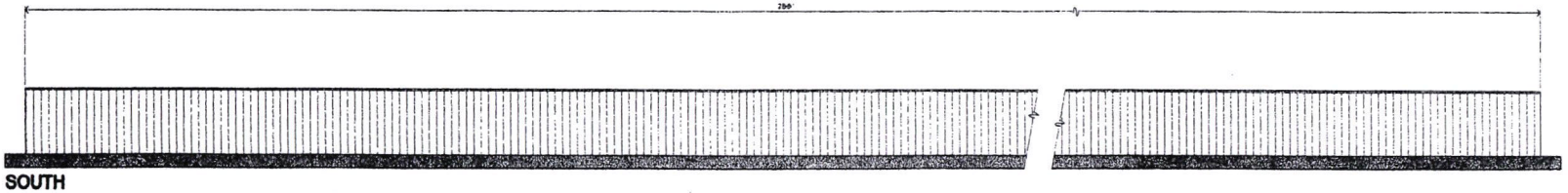
SHEET NO.

A4.1

OF







EXTERIOR ELEVATIONS - BUILDING 2

1/8"=1'

KENT HUFFMAN ARCHITECT

EXTERIOR ELEVATIONS BUILDING 2

DATE

12-22-03
SUBMIT TO PLANNING REVIEW

HORN ROAD SELF STORAGE

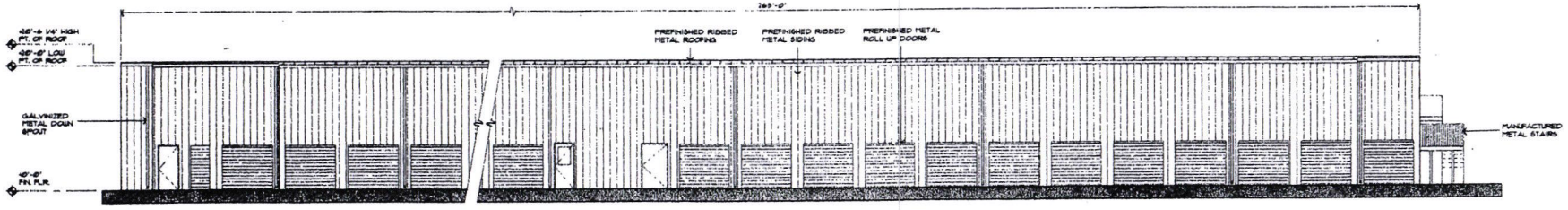
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9900 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

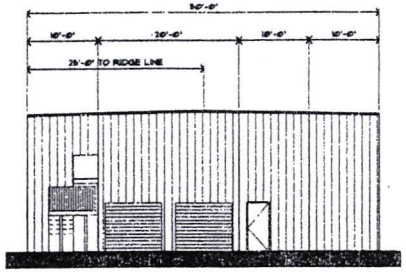
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OF

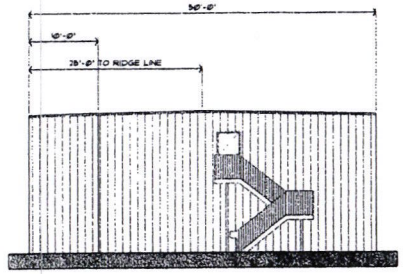
KENT IRAURGUI
ARCHITECT
950 25th STREET
SACRAMENTO, CALIFORNIA 95816
(916) 447-7700
FAX (916) 451-8602



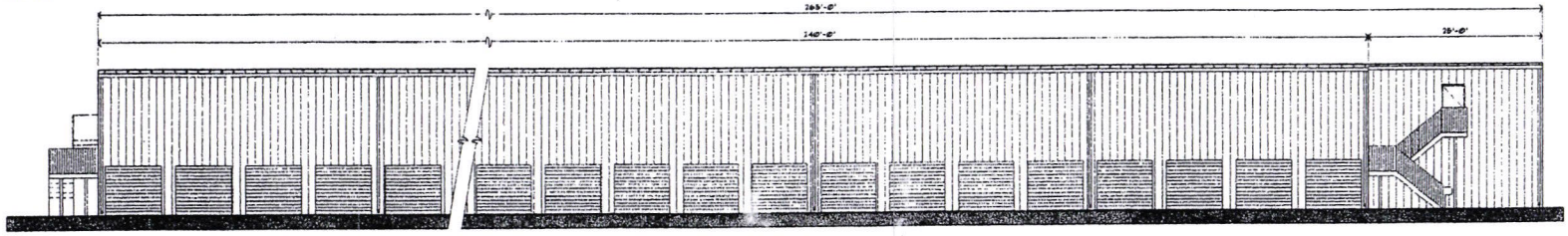
SOUTH



WEST



EAST



NORTH

EXTERIOR ELEVATIONS - BUILDING 3

1/8"=1'

0 2' 6' 12' 24'

EXTERIOR ELEVATIONS BUILDING 3

DATE

12-22-03
SUBMIT TO PLANNING REVIEW

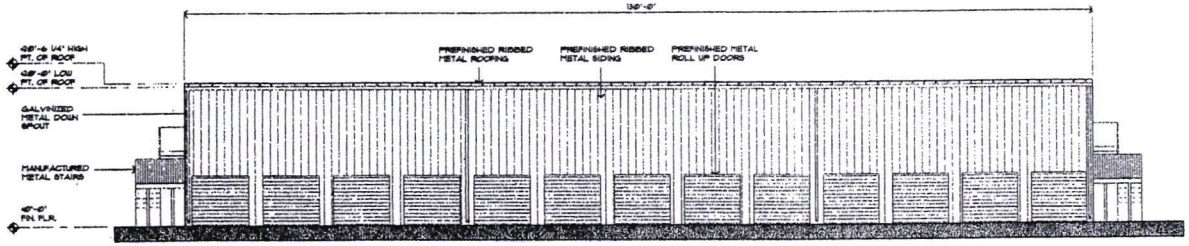
HORN ROAD SELF STORAGE
SFC LEASING
9900 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

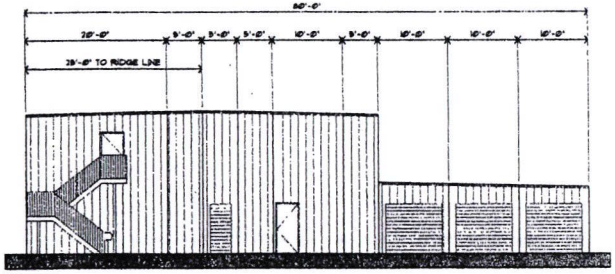
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OF

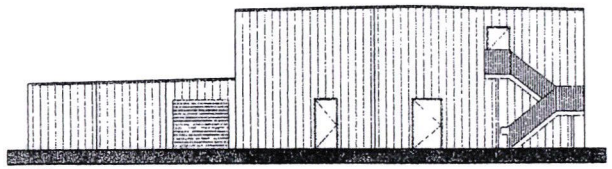
KENT BURROW
ARCHITECT
926 20th STREET
SACRAMENTO, CALIFORNIA 95814
PHONE (916) 441-8600
FAX (916) 441-8602



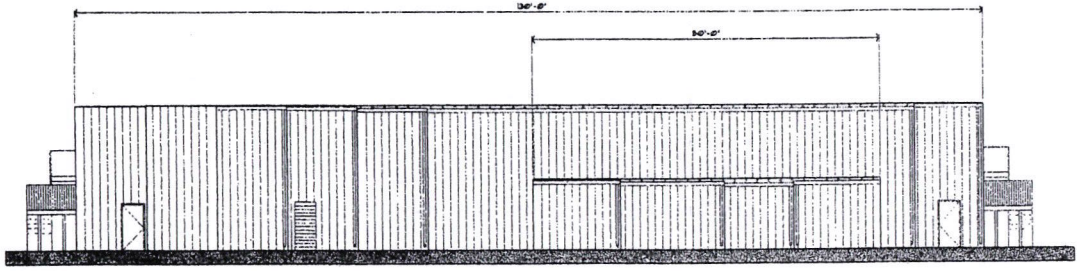
NORTH



WEST



EAST



SOUTH

EXTERIOR ELEVATIONS - BUILDING 4

1/8"=1'

0 2' 6' 12' 24'

EXTERIOR ELEVATIONS BUILDING 4

DATE

12-22-03
SUBMIT TO PLANNING REVIEW

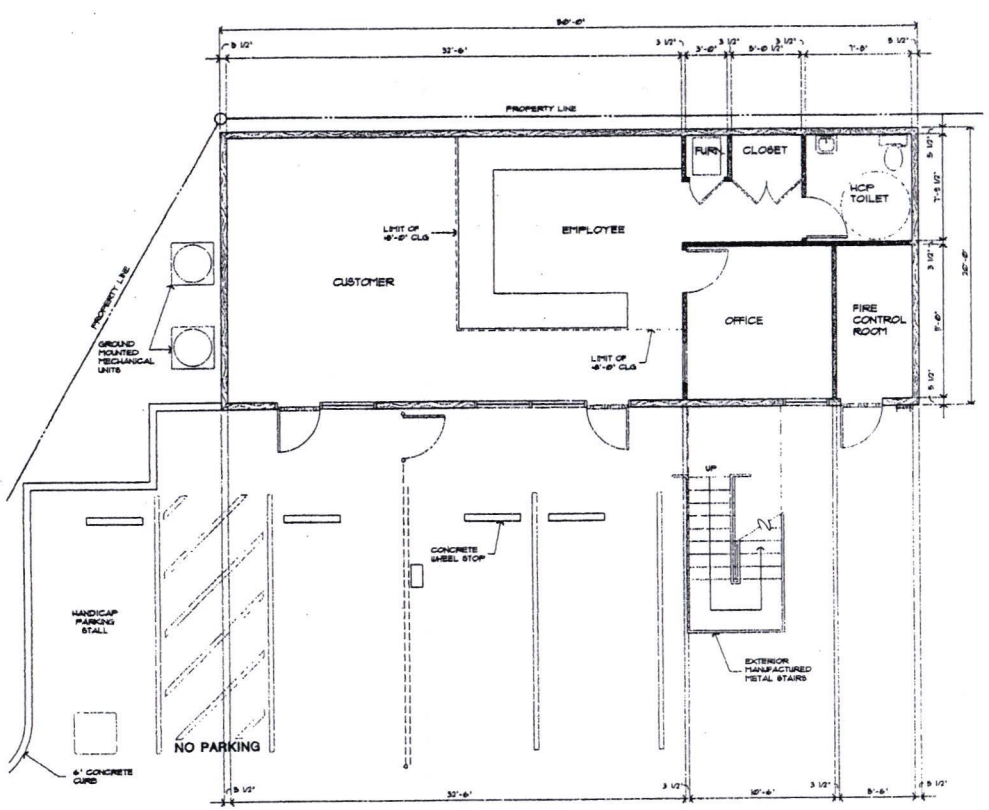
HORN ROAD SELF STORAGE

SFC LEASING
9800 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

A7

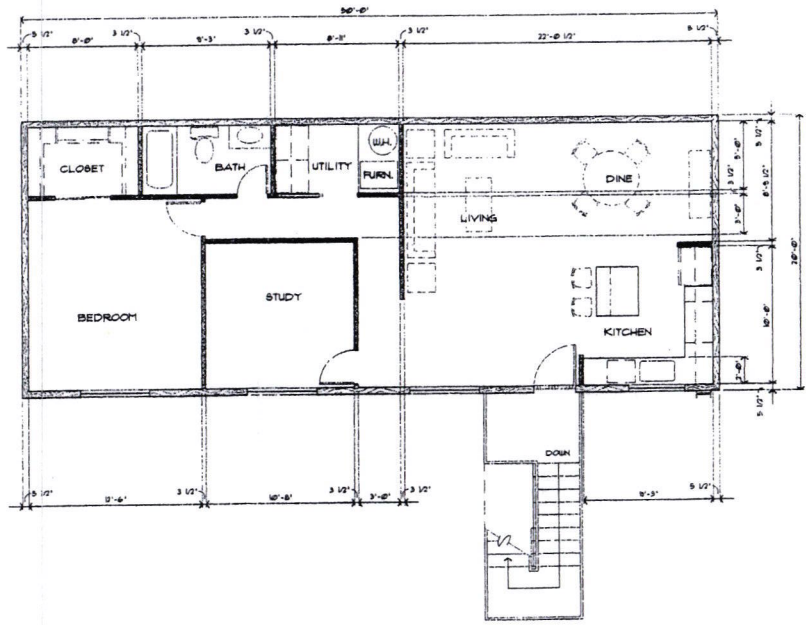
OF



NORTH

1ST FLOOR PLAN - OFFICE

1/4"=1'-0"



NORTH

2ND FLOOR PLAN - RESIDENCE

1/4"=1'-0"

KENT ELDRIDGE ARCHITECT
915 20th STREET
SACRAMENTO, CALIFORNIA 95814
PH (916) 441-4000
FAX (916) 441-3002

DATE

12-22-03
SUBMIT TO PLANNING REVIEW

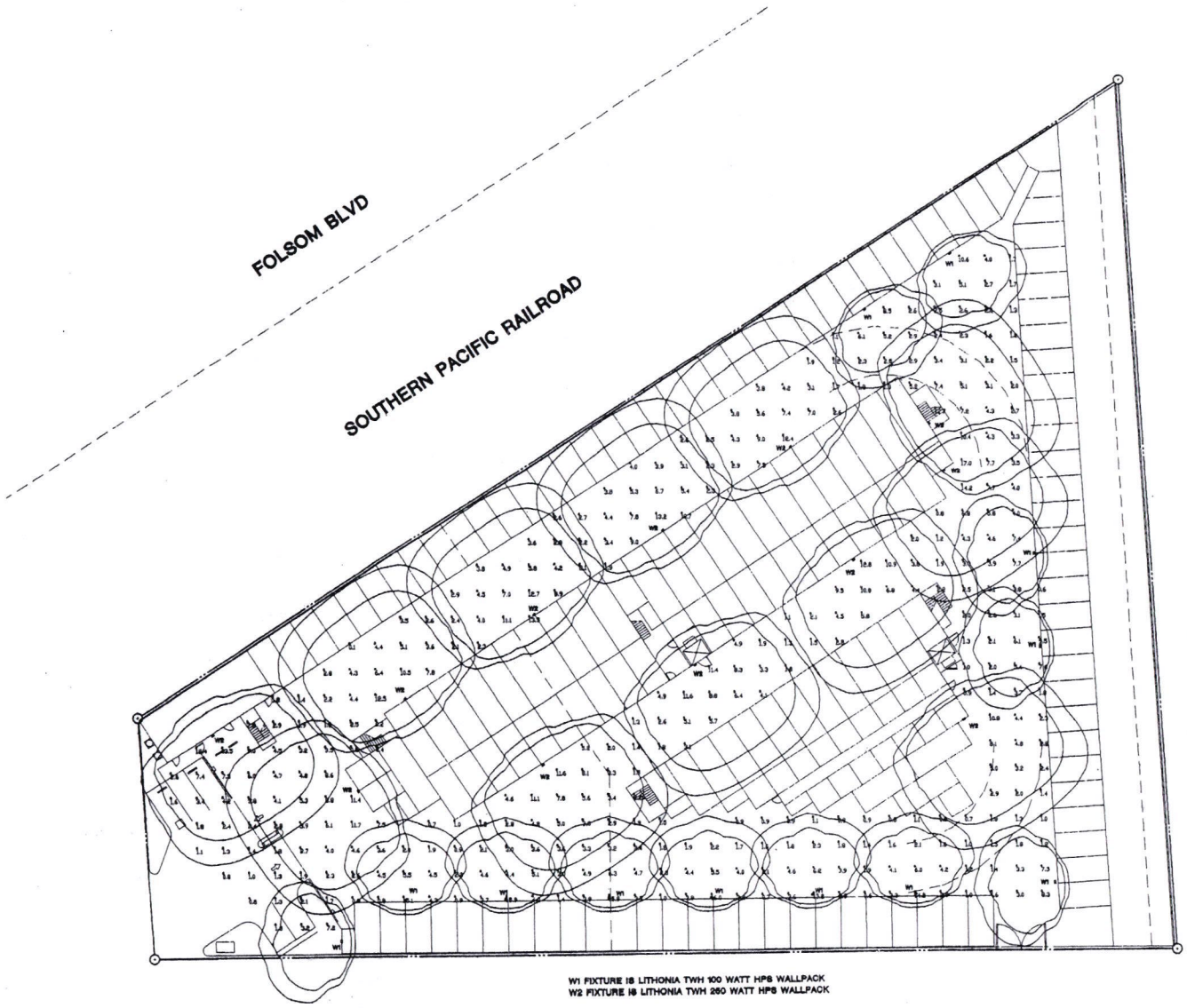
HORN ROAD SELF STORAGE

SFC LEASING
9873 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.

A8

OF



W1 FIXTURE IS LITHONIA TWH 100 WATT HPS WALLPACK
W2 FIXTURE IS LITHONIA TWH 250 WATT HPS WALLPACK

NORTH

SITE PLAN - PHOTOMETRIC

1"=20'

LITHONIA LIGHTING

Catalog Number | Type

FEATURES & SPECIFICATIONS

INTENDED USE — Outdoor storage areas, warehouses and factory perimeters and loading docks.

CONSTRUCTION — Rugged, corrosion-resistant, die-cast aluminum. Corrosion-resistant external hardware includes slotted hex-head screws.

FINISH — Standard finish is electrostatically-applied, oven- cured, dark bronze (DDB) corrosion-resistant polyester powder.

OPTICAL SYSTEM — Reflector is specular anodized aluminum. Refractor is prismatic borosilicate glass which is sealed and gasketed to inhibit the entrance of outside contaminants.

ELECTRICAL SYSTEM — High reactance, high power factor ballast for 70-100W. Constant wattage autoregulator for 220W and above. Recessed and potted solid state ignitors. Ballast is copper wound and 100% factory tested. Meets ANSI standards and is UL Listed. Electrical components are mounted in hinged front cover that includes primary and secondary electrical disconnect. (For 50 hertz availability, consult factory.) Medium-base porcelain socket with copper alloy, nickel-plated screw shell and center contact, UL listed (400H, 480V and 4kV pulse rated.

INSTALLATION — Knock knockout in recessed box in fixture housing, eliminating bracket weight and promoting easy handling. Top 3/4" threaded wiring access. Back access through knockouts 3/4" knockout. Feed-thru wiring can be achieved by using a conduit tee. Mounts on any vertical surface. Not recommended in applications where a sprayed stream of water can come in direct contact with glass lens.

LISTING — UL Listed (standard). CSA or NOM Certified (see Options). UL listed suitable for wet location. 175W rated (S62 watt and below) or 250 rated (400 watt) in accordance with IEC Standard 598.

Wall-Pak

TWH

HIGH PRESSURE SODIUM
70W, 100W, 150W, 200W, 250W, 400W
5' to 20' Mounting



Height: 15-3/4" (40cm)
Width: 16-1/4" (42.8cm)
Depth: 9" (23.0cm)
Weight: 26-42 (lbs. (12-19 kg)

ORDERING INFORMATION

Example: TWH 70S 120 LPI

TWH

Series	Wattage /lamp	Voltage	Options	Accessories
TWH	70S[1]	120	Ordered Installed in Return	Finish (standard finish in bold)
	100S[1]	208[2]	01 Single fuse (120, 277, 347V)[3]	DNA Natural aluminum
	150S[1]	240	02 Double fuse (208, 240, 480V)[3]	DBL Black
	200S	277	03 Emergency circuit[4,5]	DAB Sand blue
	250S	347	05 Quartz restrike system[4,6]	DMB Medium bronze
	400S	480	06 Enhanced corrosion-resistance	DAG Charcoal gray
		4160[2]	007 Non-metal protective coating[7]	DTG Textile green
		120/277	F5 Photoelectric cell — button type[4,8]	DBR Bright red
			F25 NEMA twist-lock receptacle[9]	DAD Sandstone
			LPI Lamp included as standard	DWH White
			LL2 Less lamp	
			T7 Tamper proof latches	
			I5 Integral ballast	
			F5 Full shield	
			WG Wirequard[10] (shipped separately)	
			VG Vandal guard[10] (shipped separately)	
			BSP Specify high power factor ballast[11]	
			BNP Specify normal power factor ballast[11]	
			CSA CSA Certified[4]	
			NOM NOM Certified (consult factory)	

Accessories

Order as separate catalog number.

WG	PIR1	Photoelectric control fit (120V)
	PIR2	Photoelectric control fit (208V)
	PIR3	Photoelectric control fit (240V)
	PIR4	Photoelectric control fit (277V)
	PIR5	Photoelectric control fit (347V)
	PIR6	Photoelectric control fit (480V)
	PIR7	Photoelectric control fit (4160V)
	PER	NEMA twist-lock photocontrol (105-285V)
	PER4	NEMA twist-lock photocontrol (347V)
	PER5	NEMA twist-lock photocontrol (480V)
	PER7	NEMA twist-lock photocontrol (277V)

NOTES
1. Quantities 480V lamps.
2. Not available in Canada.
3. 277V for 70W, 100W (120, 208, 240, 277V, 1120, 277, 347V in Canada).
4. Not available with multi-tap ballast.
5. Lamps not included.
6. Quartz lamp warmup not to exceed rated wattage rating.
7. Black finish only.
8. Not available in 480V and T5.
9. Photocell not included.
10. Requires re-calibration.
11. Available 70, 100, 150 watt/120V only.
12. Optional 5-tap ballast (120,240,347,480V).
13. Not available with T5H.

Outdoor

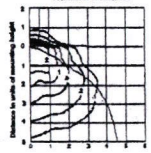
Sheet#:TWH-S BM-205

TWH High Pressure Sodium Wall-Paks

Coefficient of UH Basics _____
Lethal Performance _____

TWH 70S Test report no. 94121701

Coefficients of utilization

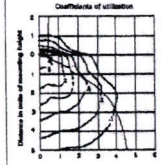


Distance in units of mounting height

70W, high pressure sodium lamp, horizontal lamp orientation, 12' mounting height, 6,300 rated lumens. Total fixture efficiency: 65.7%.

TWH 100S Test report no. 94121801

Coefficients of utilization

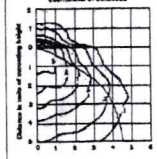


Distance in units of mounting height

100W, high pressure sodium lamp, horizontal lamp orientation, 12' mounting height, 9,500 rated lumens. Total fixture efficiency: 68.1%.

TWH 150S Test report no. 94121804

Coefficients of utilization

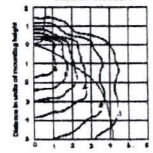


Distance in units of mounting height

150W, high pressure sodium lamp, horizontal lamp orientation, 12' mounting height, 16,000 rated lumens. Total fixture efficiency: 69.9%.

TWH 200S Test report no. 94121402

Coefficients of utilization

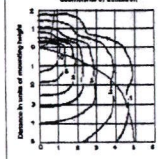


Distance in units of mounting height

200W, high pressure sodium lamp, horizontal lamp orientation, 12' mounting height, 22,000 rated lumens. Total fixture efficiency: 69.4%.

TWH 250S Test report no. 94121022

Coefficients of utilization

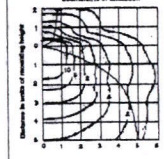


Distance in units of mounting height

250W, high pressure sodium lamp, horizontal lamp orientation, 12' mounting height, 27,800 rated lumens. Total fixture efficiency: 70.9%.

TWH 400S Test report no. 94121301

Coefficients of utilization



Distance in units of mounting height

400W, high pressure sodium lamp, horizontal lamp orientation, 12' mounting height, 50,000 rated lumens. Total fixture efficiency: 70.2%.

Mounting Height Correction Factor
(Multiply this % by the correction factor)

10 ft. = 1.44	20 ft. = .36
15 ft. = .64	25 ft. = .23

KENT BURROW ARCHITECT
909 20th STREET
SUITE 200
SACRAMENTO, CALIFORNIA 95814
PHONE (916) 442-2770
FAX (916) 441-5602

SITE PLAN
PHOTOMETRIC

DATE
12-22-03
SUBMIT TO
PLANNING REVIEW

HORN ROAD SELF STORAGE
SFC LEASING
9973 HORN ROAD
RANCHO CORDOVA, CALIFORNIA

SHEET NO.
E1
OF

deciduous?

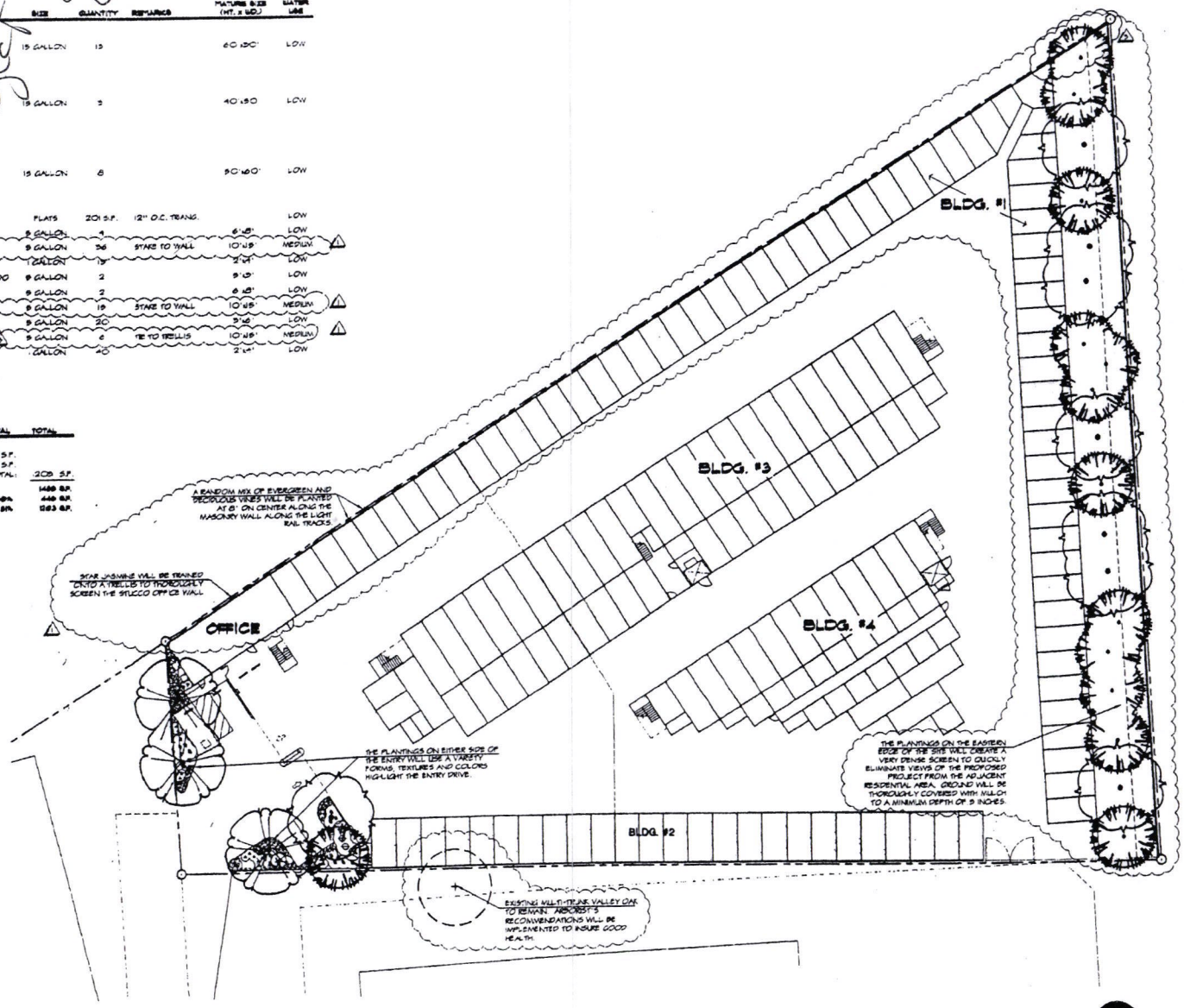
subject to oak death?

PLANT LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY	REMARKS	MATURE SIZE (HT. x W.)	WATER USE
	PINUS ELDARICA/ MONTEREY PINE	15 GALLON	13		60'x30'	LOW
	PISTACHIA CHINENSIS/ CHINESE PISTACHE	15 GALLON	3		40'x30'	LOW
	QUERCUS AGRIFOLIA/ COAST LIVE OAK	15 GALLON	8		90'x60'	LOW
	ARMERIA MARITIMA/ THRIFT	FLATS	201 S.F.	12" O.C. TRIANG.		LOW
⊖	BERBERIS MENTORENSIS/ BARBERRY	5 GALLON	4		6'x5'	LOW
⊘	FICUS PUMILA/ CREEPING FIG	5 GALLON	36	STAKE TO WALL	10'x3'	MEDIUM
•	ERIGERON KARVINSKIANUS/ FLEABANE	1 GALLON	19		2'x4'	LOW
•	NANDINA D. "COMPACTA" / COMPACT HEAVENLY BAMBOO	5 GALLON	2		5'x5'	LOW
*	PHORMIUM TENAX "ATROPURPUREUM" / PURPLE FLAX	5 GALLON	2		6'x5'	LOW
⊘	HEDERA HELIX/ ENGLISH IVY	5 GALLON	18	STAKE TO WALL	10'x3'	MEDIUM
•	RHAPHIOLEPIS I. "BALLERINA" / DWF. INDIAN HAWTHORN	5 GALLON	20		5'x5'	LOW
⊘	GELSEMIUM SEMPERVIRENS/ CAROLINA JESSAMINE	5 GALLON	6	TIE TO TRELLIS	10'x5'	MEDIUM
•	VIBURNUM DAVIDII/ DAVID'S VIBURNUM	1 GALLON	40		2'x4'	LOW

PARKING LOT SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY FULL	3/4	1/2	1/4	SUBTOTAL	TOTAL
35' DIA. TREES							
PISTACHIA CHINENSIS	962 S.F.	0	0	2	0	962 S.F.	
QUERCUS AGRIFOLIA	962 S.F.	0	0	0	1	241 S.F.	
						35' TOTAL:	1203 S.F.
						PARKING AREA:	1480 S.F.
						SHADE REQUIRED: 30%	444 S.F.
						SHADE PROVIDED: 81%	1203 S.F.



Garth Pullmer
Landscape Architect
(916) 797-8578

Project:

HORN ROAD SELF STORAGE

9973 HORN ROAD
CITY OF RANCHO CORDOVA
CALIFORNIA

BY: SPC LEASING

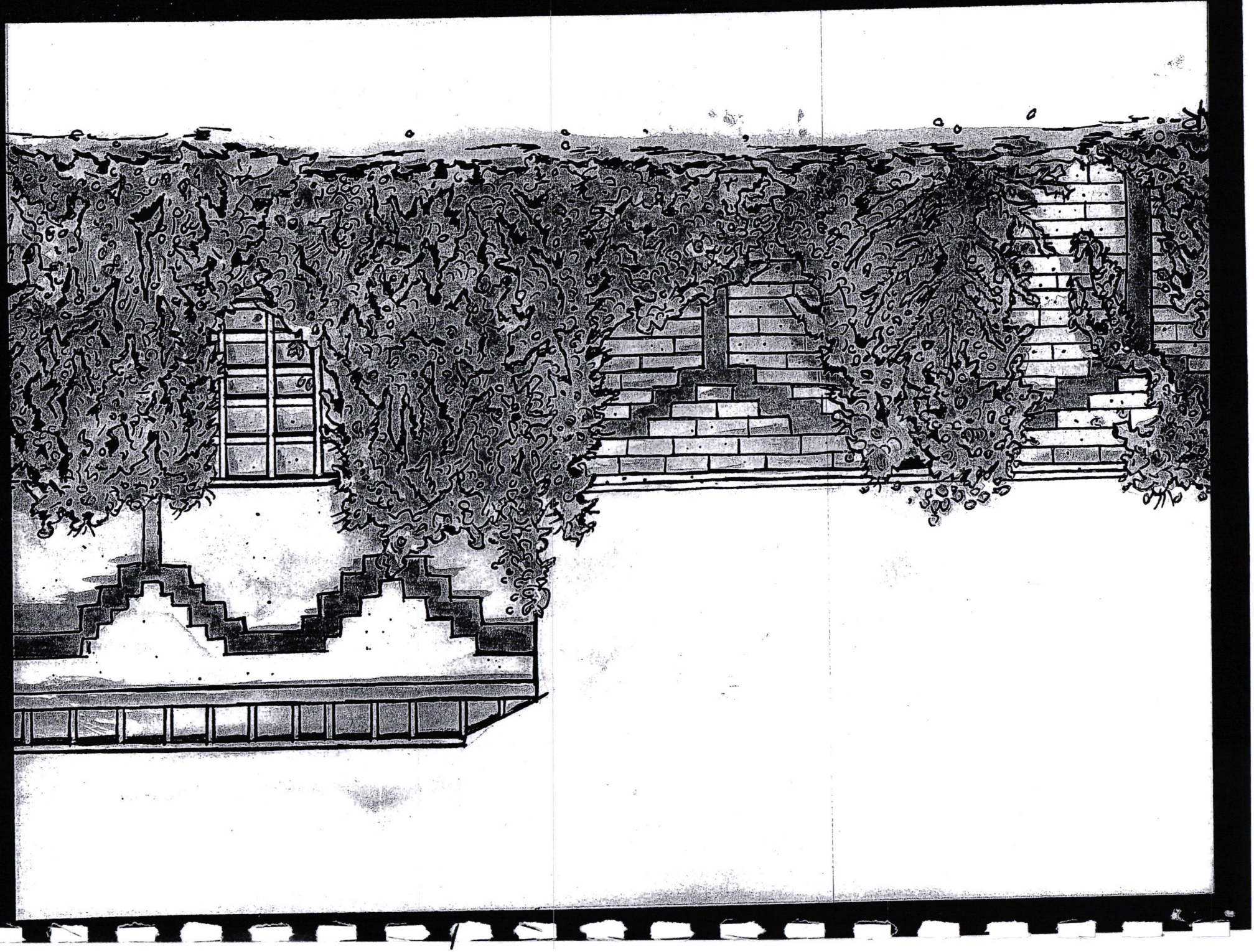
Sheet Title:

PRELIMINARY LANDSCAPE PLAN

REVISIONS:
- PLANNING REQUIREMENTS 3/16/04
- PLANNING REQUIREMENTS 4/27/04

Date: 11/29/03
Scale: 1"=20'
Job Number: 25108
Sheet Number: LA of 1

Attachment 6



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

Color copies of Project Plans, Location Site Map, and Masonry Plan

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

Agenda Item: 12

Findings

a-f) As originally submitted, the buildings consisted of durable and maintainable materials that were stark and monotone with little or no appreciable architectural features. They did not provide the required diversity to the community in which they would be located. Staff and the applicant met to discuss ways to improve the proposed architecture. The applicant agreed to add metal awnings over the windows/doors on the fronts of each of the two (2) buildings. Score lines have been added to front and sides of the building elevations to break up the building mass. The original building was monotone, so colors have been added (Mallard Green, Sand Pebble, Plymouth Gray, and Oyster) to visually break up the relatively flat plane of the building and help to reduce the buildings "boxy" appearance.

Planning Commission:

The Planning Commission met on April 8, 2004, and reviewed the project. The Commission did not make any changes to the final design of the building and recommended that the City Council approve the project with the minor changes made prior to the meeting by the applicant. Minutes from the Planning Commission's project review are attached for Council review.

Conclusion:

The design of the proposed buildings is consistent with the surrounding buildings in the M-2 zoning. In addition, the applicant has worked with staff to design a building that presents architectural interest and will enhance the area in which it will be placed; therefore, staff is recommending approval of the project.

Environmental Analysis:

The project is Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act.

Financial Implications to City:

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

Attachments:

1. Resolution No. 52-2004 with Exhibits A and B
2. April 8, 2004 Planning Commission Minutes pages 3 and 4
3. Elevations and Project Plans

Attachment 1

RESOLUTION No. 52-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DEVELOPMENT PLAN REVIEW FOR LUYUNG PHASE FOUR PROJECT # RC-03-0078

WHEREAS, Kelly Urata, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) Development Plan Review for two (2) new concrete tilt-up buildings located at 3158 and 3162 Luyung Drive (Assessor's Parcel Number 072-0450-033); and

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

WHEREAS, a the project is Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act (CEQA); 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:

Approve the Conditional Use Permit, Variance and Development Plan Review based on the following findings:

Findings

1. CEQA

Finding:
The project is an in-fill project and is Categorically Exempt under Section 15332 of the California Environmental Quality Act (CEQA).

Evidence:
The project meets the Class 32 conditions of CEQA which state: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site has no value as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

2. DEVELOPMENT PLAN REVIEW

Finding:

1. High quality building designs that consist of durable and maintainable materials and that provide 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

1. The buildings will be concrete tilt-up buildings which are similar to the construction type in the surrounding area and therefore will be durable and maintainable.
2. Industrial building are not intended to be human scale overall. The front door orientation is towards the street where the human interest will be most influenced.
3. The theme of this building is industrial which is appropriate for the zoning where the proposed buildings will be located.
4,5. There will be metal awnings over the windows/doors on the fronts of each of the two (2) buildings. Score lines will be utilized on the front and sides of the building elevations to break up the building mass. The original building was monotone, so colors have been added (Mallard Green, Sand Pebble, Plymouth Gray, Oyster) to visually break up the relatively flat plane of the building and help to reduce the buildings "boxy" appearance.
6. Landscaping will be incorporated along Luyung Drive and through out the parking lots as prescribed by the Zoning Code.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of May, 2004.

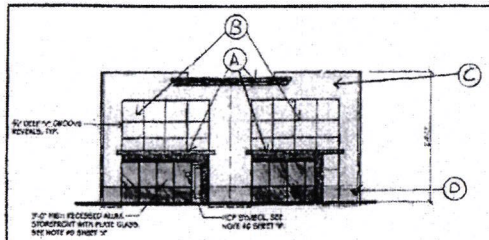
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

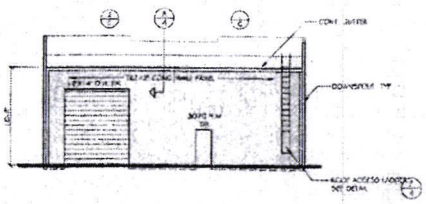
ATTEST:

_____
LILLIAN HARE
CITY CLERK

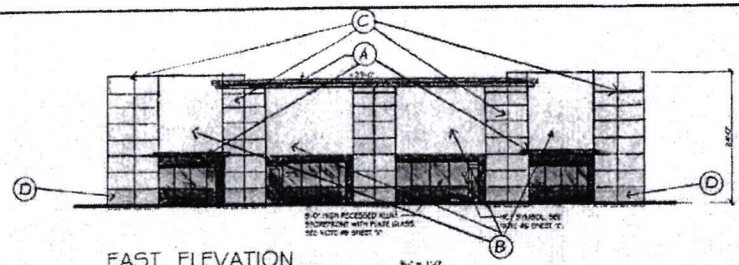
Exhibit A



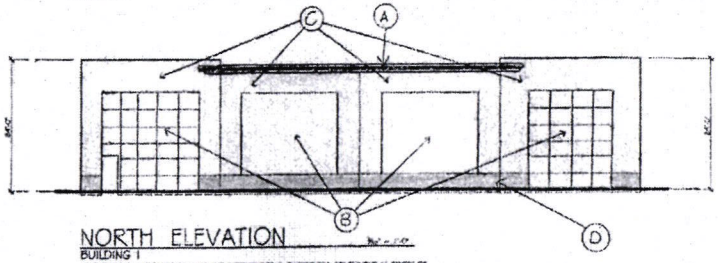
EAST ELEVATION
BUILDING 1



WEST ELEVATION
BUILDING 1



EAST ELEVATION
BUILDING 2

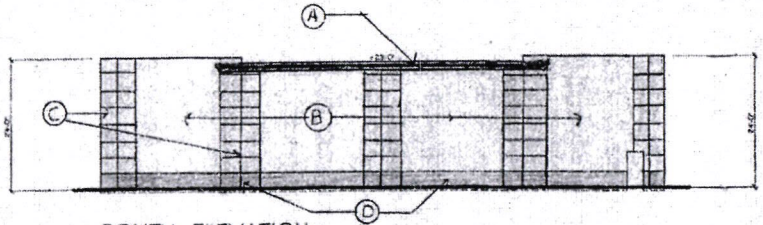


NORTH ELEVATION
BUILDING 1

JOINTS THIS WALL PROVIDE OPEN CELL POLYURETHANE FOAM BACKER ROD CONTINUOUS AT CENTER OF JOINTS. FILL BOTH CAVITIES WITH "3M 7900004" FIRE BARRIER SILICONE SEALANT TO FLUSH WITH EACH SURFACE OF WALL FOR 1 HR. RATED PROTECTION. (GUP/W60001)

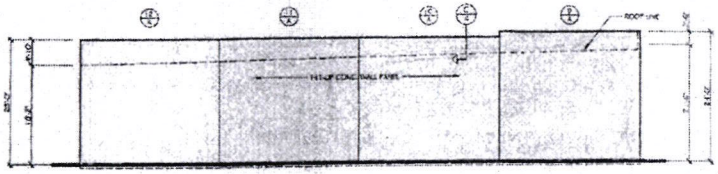
PAINT COLORES

- A. MALLARD GREEN
- B. OYSTER
- C. PLYMOUTH GRAY
- D. SAND PEBBLE



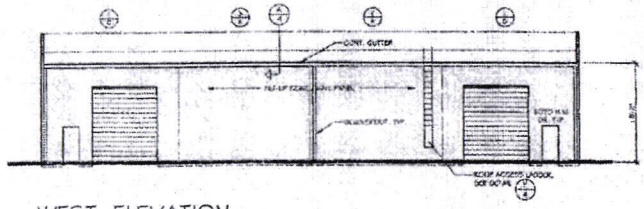
SOUTH ELEVATION
BUILDING 2

JOINTS THIS WALL PROVIDE OPEN CELL POLYURETHANE FOAM BACKER ROD CONTINUOUS AT CENTER OF JOINTS. FILL BOTH CAVITIES WITH "3M 7900004" FIRE BARRIER SILICONE SEALANT TO FLUSH WITH EACH SURFACE OF WALL (TYP.) + 1HR. RATED PROTECTION. (GUP/W60001)

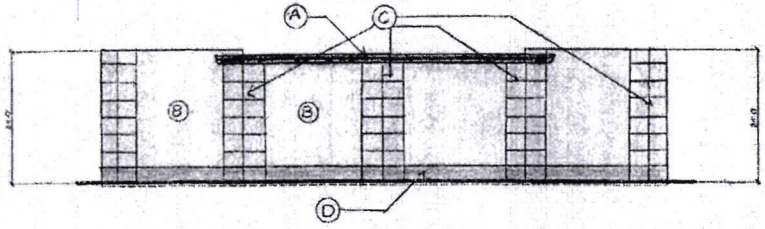


SOUTH ELEVATION
BUILDING 1

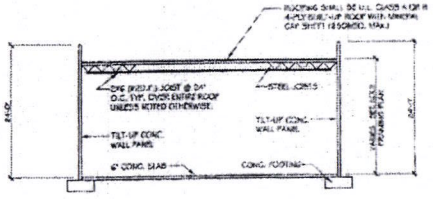
JOINTS THIS WALL PROVIDE OPEN CELL POLYURETHANE FOAM BACKER ROD CONTINUOUS AT CENTER OF JOINTS. FILL BOTH CAVITIES WITH "3M 7900004" FIRE BARRIER SILICONE SEALANT TO FLUSH WITH EACH SURFACE OF WALL FOR 1 HR. RATED PROTECTION. (GUP/W60001)



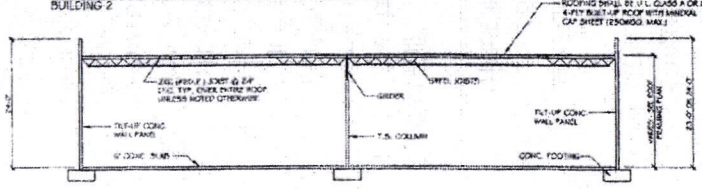
WEST ELEVATION
BUILDING 2



NORTH ELEVATION
BUILDING 2



CROSS SECTION
BUILDING 1
A/3



CROSS SECTION
BUILDING 2
B/3

REVISIONS | BY

Leo McGlade & associates, inc.
3417 Arden Way, Sacramento, CA 95825 (916) 486-8350

ELEVATIONS
BUILDINGS 1 & 2
CROSS SECTION

2 PROPOSED BUILDINGS
LUYUNG DRIVE
COUNTY OF SACRAMENTO

Date 10-23-03
Scale 3/32"=1'-0"
Drawn L.M.
Job D-94-2
Sheet 3
Of Sheets

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	No shading in rear parking lot?			
1.	The project shall be constructed in substantial compliance with the approved plans (Exhibit A) recommended to the City Council by the Planning Commission dated April 8, 2004.	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 Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	
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.	The building colors shall be as depicted in the submitted building design plans.	At Building Permit	Planning	
	Prior to Occupancy Permit			
6.	All landscaping shall be approved by the Planning Director and planted according to the approved landscape plans.	Prior to Occupancy	Planning	

Don't forget the counter!

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Skoglund, Vance, Wentz
NOES:	None
ABSENT:	Smith

There being 6 Ayes, 0 Noes and 1 Absent, the motion is hereby declared to be passed.

E. **Consideration of the Development Plan Review for SUNWORLD BUILDING – RC-04-068**

Action: This project has been continued to date certain of the May 13, 2004 Planning Commission Meeting.

F. **Consideration of the Development Plan Review for LUYUNG PHASE 4 – RC-04-078**

Assistant Planner Kathleen Franklin presented the staff report and recommended the approval of the Development Plan Review for Luyung Phase 4 – RC-04-078. Vice Chair Skoglund opened the public hearing and took testimony from Don Hodge, representative for project applicant.

The Commissioners had the following concerns and comments:

- What is the classification of the buildings? Is it Industrial?
- With a residential building project, it's standard to have a rendering of the structure. Why are there no requirements for submitting renderings for industrial building projects?
- Was Design Review required at the county for these types of projects?
- Were all the projects presented tonight started with the County?
- Request the Planning Department advise the project applicants of the goals and interests of the City of Rancho Cordova. This might relieve the hostility by giving the applicants a heads-up about what requirements or requests the Commission is looking for.
- Is it correct that the applicant has built eleven of these buildings in the area? Has the applicant built this type of structure in any other communities or the region?
- Are there any restroom facilities in the buildings? Currently, the buildings are just shells.
- If offices go into the buildings, the applicant will re-submit plans showing restroom facilities?

The Commissioners felt the above concerns and comments were adequately addressed by staff, the applicant and the project Conditions of Approval.

Action:

Motion 1: Commissioner Wentz moved, seconded by Commissioner Vance, to recommend that the City Council find the project is Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Act.

Motion 2: Commissioner Vance moved, seconded by Commissioner Savorn to recommend that the City Council approve a Development Plan Review as amended per the revised project plans submitted to the Planning Commission on April 8, 2004 for Project No. RC-04-78, 3158 and 3162 Luyung Drive for two (2) concrete tilt-up buildings subject to the finds and attached Conditions of Approval.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Skoglund, Vance, Wentz
NOES:	None
ABSENT:	Smith

There being 6 Ayes, 0 Noes and 1 Absent, the motion is hereby declared to be passed.

G. **Consideration of the Development Plan Review, Variance and Conditional Use Permit for HORN ROAD SELF STORAGE – RC-03-062**

Assistant Planner Kathleen Franklin presented the staff report and recommended the approval of the Development Plan Review, Variance and Conditional Use Permit for Horn Road Self Storage – RC-03-062. Vice Chair Skoglund opened the public hearing and took testimony from Dan Dunham, representative for project owners.

The Commissioners had the following concerns and comments:

- How does the wall tie into the wall being built for RT and Light Rail?
- Were the residents of the mobile home park that are directly adjacent to the property notified of this project?
- Were the notices sent to the homeowners or residents?
- Were the notices sent to property owners across Folsom Blvd.?
- Can a 500' Radius Map be supplied to the Planning Commission when there are Industrial Zoned projects going in around residential areas?
- Will there be trees and landscaping along the 25' buffer on the side of the property? No shrubbery, but will have trees planted inside the masonry wall.
- Is the oak tree going to be removed? The tree is not on the applicant's property and there are no requirements to protect the tree because of the declining health of the tree.

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

Color copies of the Location Map and Elevations and Project Plans

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

Agenda Item: 13

REPORT FROM APRIL 19, 2004

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

continued further

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.

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.

AGENDA ITEM # 14

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 Pluming 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 and18941.5, 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 unhealthful 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 am 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 use 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 use3. 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.	

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" & 1½"	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

684946_1

Memorandum

Date: May 3, 2004

To: City Council

From: Paul Junker, Planning Director
Pam Johns, Special Projects Manager

Subject: Ordinance 11-2004 - Amendments to the Specific Plan Regulations

RECOMMENDATION:

The Planning Commission has recommended the City Council adopt the Specific Plan Ordinance amending the existing policies and procedures for City review and action on Specific Plan applications. Staff recommends the Council conduct a public hearing, introduce the Ordinance and waive first reading of the Ordinance.

BACKGROUND:

Upon incorporation, the City of Rancho Cordova adopted the Sacramento County Specific Plan Ordinance. A Specific Plan is a tool for the systematic implementation of the General Plan, establishing a link between General Plan implementing policies and individual development proposals in a defined area. As described by the State Office of Planning and Research (OPR), a Specific Plan may be as general as setting forth broad policy concepts, or as detailed as providing direction to every facet of development from the type, location and intensity of uses to the design and capacity of infrastructure; from the resources used to finance public improvements to the design guidelines of a subdivision.

Specific Plan content and processing requirements are listed in Government Code Sections 65450 through 65457. While many jurisdictions in California have adopted Specific Plan Ordinances and/or Specific Plan references in the General Plan, local policies are not necessary to review or act on a proposed Specific Plan application in accordance with State law. Sacramento County prepared a detailed Specific Plan Ordinance, which was adopted by the City upon incorporation. It has come to staff's attention that members of the development community have elected alternate planning tools to the Specific Plan, in part because the current Specific Plan process established by the County is onerous.

After reviewing the existing regulations and discussing specific provisions with current applicants of Specific Plan and Special Planning Area projects, staff is recommending amendments to the Specific Plan Ordinance to clarify the intent, consolidate provisions, and simplify the review process for Specific Plan applications within the City of Rancho Cordova. On April 5, 2004, City Council considered staff recommendation and directed staff to proceed with public hearings before the Planning Commission and City Council for action.

DISCUSSION:

The County's Specific Plan Ordinance was adopted in March 1993 (Municipal Code Title 21, Chapter 21.14, Specific Plans) and is applicable to development within the City of Rancho Cordova. The Ordinance reiterates provisions of State law and includes additional provisions summarized below (see Attachment 1):

- Each Specific Plan shall describe measures that are being proposed to meet air quality mandates, address traffic congestion and present land use designs responsive to travel by pedestrians, automobile traffic and public transit.

- Preparation and processing of Specific Plans shall be a collaborative effort between the applicant and County (City).

- The Specific Plan shall be initiated by the Board of Supervisors (City Council) by a Resolution of Intention. If requested by private party, petition (application) requirements are listed.

- Application requirements are listed in the Ordinance, including submittal of all proposed amendments to the General Plan, Community Plan and/or zoning provisions.

- A Board- (Council-) appointed Citizens Advisor Committee is to review the Specific Plan application and establish objectives to guide the preparation of the Specific Plan based on a community-wide perspective.

- To initiate the formal application review process, the applicant shall indicate in writing the submittal of the formal "request to initiate staff review" along with all appropriate draft documents, such as draft technical studies or the draft Specific Plan. This commences the 30-day review period (Permit Streamlining Act). The County (City) can deem the application incomplete during this period and request additional information.

- Form and Content of the Specific Plan documents shall be in substantial conformance with the form and content outline as discussed by the

Specific Plan Procedures and Preparation Guide (separate document adopted by the County).

- Specific Plans are adopted by ordinance and referenced by Title and Section of the Zoning Ordinance. Specific Plans are delineated on the Community Plan and Zoning Map like a designation or district in a manner that distinguishes it from other Specific Plan areas. Unique zoning provisions for the plan area shall be as described in the adopted Specific Plan or zoning code.

As previously mentioned, many jurisdictions in California have adopted Specific Plan Ordinances, but few include the level of detail and processing requirements established by Sacramento County. State law includes minimum content requirements and mandates public participation and adoption procedures. The additional process requirements established by the County add another layer of review that may not be necessary or beneficial. Furthermore, detailed content guidelines may not allow the City sufficient flexibility to utilize this planning tool for unique projects (e.g., Folsom Boulevard Specific Plan).

As a result of these additional obligations of the existing Specific Plan regulations, the development community within the County has favored the Special Planning Area process, a process similar to the Specific Plan that lacks certain advantages for the local jurisdiction. Additionally, the Special Planning Area process is unique to Sacramento County and is, therefore, an unfamiliar tool for developers without previous experience in Sacramento County. Comparatively, the Specific Plan process is well known and widely applied throughout the State, and is therefore a more familiar process to the broader development community.

Attachment 2 includes staff recommended Specific Plan provisions. As proposed by staff, the draft Specific Plan Ordinance would replace the existing provisions in Municipal Code Title 21, Chapter 21.14 to clarify the intent, consolidate provisions, and simplify the review process for Specific Plan applications within the City of Rancho Cordova. Provisions are summarized below.

- Purpose and intent explains the relationship to the General Plan and refers to relevant Government Code Sections.

- Specific Plans can be initiated by property owner(s) or by City Council Resolution.

- Specific Plans shall be prepared by the initiator, including detailed information in the form of text and diagrams, organized in compliance with an outline furnished by the planning department and state law.

- Specific Plan filing, processing, and adoption are summarized including application submittal, department evaluation/distribution, environmental

review, public hearings, and conformance with the General Plan. In addition to the required public hearings, draft provisions state " The City also encourages a minimum of one study session/community workshop with decision-makers and members of the public to introduce the project and solicit feedback in advance of public hearings."

- The Specific Plan document is to be adopted by Resolution and corresponding Ordinance for zoning designation as "Specific Plan (SP) District" on the City's Zoning Map. Each Specific Plan will be delineated with an SP and corresponding # (e.g., SP2004-01) to distinguish between adopted Specific Plans.

- Subsequent development within a Specific Plan area is required to be consistent with the adopted Specific Plan and any amendment will be processed in the same manner as original adoption. Language has been included to address substantial compliance determinations by the City's designated decision-maker.

In addition to this amendment, staff is recommending the establishment of a Specific Plan District in Zoning Code Title II, Chapter 35 (Special and Combining Land Use Zones) to implement the planned delineation of adopted area plans on the City's Zoning Map. Draft text is listed in Attachment 2.

PUBLIC REVIEW:

Staff has discussed the draft amendments with current applicants of Specific Plan or Special Planning Area projects in the City (Rio Del Oro and Sunrise Douglas II). To date, input has been in support of recommended changes to the Specific Plan Ordinance, including recommendations for clarification, which have been incorporated into the draft ordinance. At the April 5, 2003 public meeting for City Council consideration of this potential change to the Specific Plan regulations, City Council supported the proposed changes and did not direct further amendments at that time.

PLANNING COMMISSION REVIEW/RECOMMENDATION:

On April 22, 2004, the Planning Commission held a public hearing and recommended that the City Council adopt the amended Specific Plan Ordinance as proposed by staff. During that review that Commission raised the following questions:

- How will the public be involved in review of specific plans? This question related to elimination of the Citizen Advisory Committee required under the current ordinance. Public review and comment will be heard informally during project study sessions that staff proposes for major projects. While not required, such work sessions are proposed as an early review of projects that would be held in public meetings. The public would also have the opportunity to formally comment on the environmental review document and during public hearings

before the Planning Commission and the City Council. The Commission was satisfied with these opportunities for public input.

- Would the proposed Ordinance allow for mixed use projects? The proposed ordinance would neither promote nor discourage mixed use projects. Any programs to encourage mixed use projects would be incorporated in the City's zoning code, design review requirements or other development standards adopted by the City.

CEQA DETERMINATION:

Staff proposes that the amendment of the Specific Plan Ordinance will be exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any impact to the environment would occur as a result of adoption of an amended Specific Plan Ordinance.

MOTIONS:

"I move that the City Council determine that adoption of Ordinance No. 11-2004 is exempt from review under CEQA subject to Section 15061 of the CEQA Guidelines."

"I move that the City Council introduce and waive first reading of Ordinance No. 11-2004 - An Ordinance of the City Council of the City of Rancho Cordova Replacing Existing Title 21, Section 21.14 (Specific Plan Ordinance) with New Title 1, Chapter 10, Article 11 of the City of Rancho Cordova Zoning Code for Specific Plan Procedures and Title II Chapter 35, Article 11, for a Specific Plan Land Use Zone."

Attachments:
1. Existing Specific Plan Ordinance
2. Ordinance 11-2004 (Proposed Specific Plan Ordinance)

ATTACHMENT 1

Sacramento County Code Title 21, Section 21.14 (Specific Plan Ordinance)
as adopted by the City of Rancho Cordova Upon Incorporation

SPECIFIC PLANS

Chapter 21.14

SPECIFIC PLANS

Sections:

21.14.010 General.
21.14.020 Authority.
21.14.030 Purpose.
21.14.040 Intent.
21.14.050 Fees.
21.14.060 Initiation Procedures.
21.14.065 Private Applications During the Preparation of Specific Plans.
21.14.070 Specific Plan Preparation Procedures.
21.14.080 Form and Content.
21.14.090 Review and Approval by Commission and Board.
21.14.100 Delineation of Specific Plan Areas.
21.14.110 Revisions.
21.14.120 Amendments.

21.14.010 GENERAL. Specific Plans in the County of Sacramento shall be initiated, reviewed, prepared, approved and amended pursuant to the requirements of this chapter, Title 21, and the County of Sacramento Zoning Ordinance. (SCC 0908 § 1, 1993).

21.14.020 AUTHORITY. Specific Plans are authorized by California Government Code which specifies minimum contents and provides for collection of fees and an additional environmental review procedure. California law mandates:

(a) A Specific Plan shall include a text and a diagram or diagrams which specify all of the following in detail:

(1) The distribution, location and extent of the uses of land including open space, within the area covered by the plan.

(2) The proposed distribution, location and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan.

(3) Standards and criteria by which development will proceed, and standards for the conservation and utilization of natural resources, where applicable.

(4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraph (1), (2), and (3).

(b) The Specific Plan shall include a statement of relationship of the Specific Plan with the General Plan.

California law also provides that a Specific Plan may include optional contents to "address any other subjects which in the judgment of the planning agency are necessary or desirable for the implementation of the General Plan." (SCC 0908 § 1, 1993).

21.14.030 PURPOSE. The purpose of the Specific Plan process is to provide an application tool for use in implementing the County's General Plan on an area-specific basis. A Specific Plan prepared in accordance with the requirements set forth herein is intended to serve as a policy and/or regulatory document, with policy direction and project development concepts consistent with the County's General Plan, and the development standards and zoning included to address the unique situations within the Specific Plan area to provide regulatory controls.

In the event there is a discrepancy between standards adopted within a Specific Plan and comparable regulations of the County of Sacramento's Zoning Code or development standards, the standards and regulations made part of the Specific Plan shall prevail. (SCC 0908 § 1, 1993).

21.14.040 INTENT. Pursuant to State law, after the legislative body has adopted a General Plan, the Planning Agency may, or if so directed by the legislative body, shall prepare Specific Plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. Specific Plans shall be utilized to implement the policy and intent of the County of Sacramento General Plan and shall not be used to circumvent the General Plan process in which general development policy is determined. California law provides that a Specific Plan may include optional contents to implement the General Plan. Each Specific Plan shall describe measures that are being proposed to meet air quality mandates, address traffic congestion and present land use designs responsive to travel by pedestrians, automobile traffic and public transit.

The preparation and processing of Specific Plans shall be a collaborative effort between the applicant and County staff. Input shall be obtained from community members. Based on this input, the County and applicant shall strive to create a plan that conforms to Community-wide planning goals. (SCC 0908 § 1, 1993).

2.14.050 FEES. Application fees for the review and preparation of Specific Plans shall be set by a resolution of the Board of Supervisors as provided by Section 65456 of the California Government Code which allows fees to be charged to recover the costs incurred to provide staff time to review the applications, prepare, review, and comment on the Specific Plan proposal and corresponding documents. A flat fee shall be charged for staff time to review the petition requesting to prepare a Specific Plan and prepare a staff recommendation. In addition, a base flat fee shall be charged upon submittal of the Specific Plan Application. Staff time will be billed against this base fee on an hourly basis. When staff hours exceed those

provided for by the base fee, an additional fee shall be charged to the applicant. (SCC 0908 § 1. 1993).

2.14.060 INITIATION PROCEDURES. A Specific Plan shall be initiated by the Board of Supervisors by a resolution of intention.

A. Criteria for Specific Plan Initiation.

(1) Specific Plans may be initiated either (a) within the Urban Policy Area as identified in the adopted General Plan; or (b) within any area inside the Urban Services Boundary where a formal Community Plan update has been initiated by the Board of Supervisors.

(2) A "Request to Prepare a Specific Plan" may be submitted either (a) within the Urban Policy Area as delineated on the revised draft General Plan, dated December 9, 1992; or (b) within any area inside the Urban Services Boundary as delineated on the revised draft General Plan, dated December 9, 1992 where a formal Community Plan update has been initiated by the Board. The Board of Supervisors may choose to initiate Specific Plans within these areas of may choose to condition initiation upon consistency with the updated General Plan. This paragraph shall expire on December 31, 1993.

B. Request for Specific Plan Process.

Request for preparation of a Specific Plan may be initiated by either private parties or by the County.

Private parties wishing to use a Specific Plan to implement General Plan policy shall petition the County requesting permission to prepare a Specific Plan for their project. The petitioner shall file a "Request to Prepare a Specific Plan" with the County of Sacramento Planning and Community Development Department, and shall pay appropriate fees for staff time to review the request. The petitioner is not required to own or otherwise control the majority of the property requested to be included within the Specific Plan area.

Said petition shall include:

(1) a description of the proposed project,

(2) a brief justification for the use of the Specific Plan process,

(3) a vicinity map drawn to scale showing the proposed Specific Plan area and areas within on mile of the property,

(4) a location map drawn to scale showing the property and exterior property lines within (500') five hundred feet of the subject property,

(5) mailing labels with the names and addresses of property owners, and assessor's parcel numbers for the properties shown on the location map, listed from the latest assessor's roll,

(6) the existing land use (i.e., General Plan, Community

Plan and Zoning) designations for the properties shown on the map, and

(7) any additional information required by the Planning Director to show the need or desirability to utilize the Specific Plan process.

The initiation of a Specific Plan by the County shall require preparation of a staff report to the Board of Supervisors addressing items 1 through 7.

C. Initial Notification of Request to Initiate a Specific Plan.

Upon scheduling of the petition at a hearing of the Board of Supervisors, the Planning Department shall conduct an initial notification of this hearing. This initial notification is not subject to the requirements of State Law inasmuch as a formal "project" as defined by CEQA has not been submitted. Notice shall be given as described in Section 65091 of the California Government Code. The applicant shall provide any necessary mailing labels as part of the petition submittal. In addition, the Department shall provide the appropriate local Community Planning Advisory Council(s) with a copy of the petition request and invite comment of the CPAC prior to consideration of the petition by the Board of Supervisors.

D. Pre-Initiation Conference.

Upon receipt of the petition, the Planning Department shall schedule a Pre-Initiation meeting with the petitioner within 30 days to review the Specific Plan petition. Upon review of the petition, the Planning Director has the discretion to propose enlargements or modifications to the proposed Specific Plan boundaries and scope of the project in order to facilitate comprehensive planning.

E. Preparation of Staff Report Recommending Disposition of Petition.

The Planning Department shall prepare a staff report regarding the petition, including a recommendation to accept or deny the petition.

F. Consideration by Board of Supervisors.

The petition and the planning staff report shall be forwarded to th Clerk of the Board and scheduled as an item on the Agenda for a regularly scheduled Board of Supervisors meeting. The Board of Supervisors may act to deny said petition or accept the petition directing that the petitioner and County prepare a Specific Plan for the area as proposed by the petitioner, or as recommended in the staff report prepared by the County Planning and Community Development Department. If the Board of Supervisors accepts said petition, the Board shall endorse a resolution initiating the Specific Plan process and shall direct the formation of a citizen's advisory committee, a

technical advisory committee, and may direct that a letter introducing the project be circulated to key agencies and other interested parties. (SCC 0908 § 1, 1993).

21.14.065 PRIVATE APPLICATIONS DURING PREPARATION OF SPECIFIC PLAN. If the Board of Supervisors adopts a resolution initiating a specific plan pursuant to Section 21.14.065 of this Chapter, no private applications for general plan amendments, community plan amendments, rezones or tentative maps relating to property included within the area for which a specific plan has been initiated shall be accepted unless one of the following conditions is met.

(a) the Board of Supervisors has previously amended its resolution initiating a specific plan to delete the property for which a general plan amendment, community plan amendment, rezone or tentative map is sought;

(b) the applicant desires to pursue such general plan amendment, community plan amendment, rezone or tentative map concurrently with the specific plan and has entered into an agreement with the County to financially participate in the preparation of the specific plan; or

(c) the specific plan relative to the property for which a general plan amendment, community plan amendment, rezone or tentative map is sought has been approved, denied or withdrawn. (SCC 0930 § 1, 1993).

21.14.070 SPECIFIC PLAN PREPARATION PROCEDURES.

A.Application.

The application for a Specific Plan shall include a formal application form with accompanying diagrams and other pertinent information regarding proposed amendments to appropriate plans (e.g., General Plan, Community Plan) or proposals to amend zoning provisions. These diagrams and other information may consist of conceptual land use diagrams or, in the event specific land uses have not been determined, objectives describing the intent of urbanization. Due to the significant role an adopted Specific Plan plays in the implementation of the General Plan, project applicants should seek guidance from the Planning and Community Development Department prior to submitting an application for a Specific Plan. Such guidance regarding relevant General Plan goals, policies, land use, and implementation programs may be provided through preapplication conferences, written material, study sessions or other appropriate means. Submission of this application will not begin the County's formal 30 day application review process.

B.Initial Environmental Review.

The County's Department of Environmental Review and Assessment (DERA) shall review the initial Specific Plan application. DERA may identify information and technical studies

ultimately required by the California Environmental Quality Act (CEQA). To the extent possible, DERA will review and validate reports submitted during the initial review period describing base-line information and existing conditions, from which assumptions on preparation of the Plan will be made. Validation of these reports shall not preclude DERA from requiring additional information during the formal CEQA review process.

C.Community Input.

As directed by the Board of Supervisors pursuant to Section 21.14.060 E, the Board of Supervisors shall appoint a Citizens Advisory Committee (CAC). This Committee shall include members of the local Community Planning Advisory Council and other members as appropriate. The Board of Supervisors shall direct the Planning Department to convene the CAC to review the Specific Plan proposal and establish objectives to guide preparation of the Specific Plan based on a community-wide perspective. The Citizens Advisory Committee shall meet with County Staff and the project applicant as necessary during the preparation of the plan to review key planning principles and issues. Said Committee is advisory, however; modifications should be considered to development plans as appropriate.

D.Technical Advisory Committee.

As directed by the Board of Supervisors pursuant to Section 21.14.060 E, the County shall assemble and convene a Technical Advisory Committee (TAC) comprised of select representatives from key County departments and other agencies. The TAC shall meet with the project applicant as necessary to discuss key project issues and shall review technical matters as appropriate. The Technical Advisory Committee shall provide the project applicant with information regarding County policy, standards and guidelines in response to the proposed project. The TAC is advisory; the County will have the authority to determine adequacy of documents pursuant to Section 21.14.070 E.

E. Preparation.

Prior to the actual preparation of the Plan or other technical studies, the applicant shall meet with appropriate County staff and/or the TAC to review assumptions, methodology, data and information resources, timeframe and scope of work. These items shall be prepared to the satisfaction of the Director of Planning. The Specific Plan and accompanying technical documents and studies may be prepared by the project applicant or applicant's representative. The Specific Plan and related technical documents are, however, subject to the review and approval of the County of Sacramento. The Planning Director has the authority to require revisions to technical information deemed inadequate. In the event that consensus between the project applicant and the County is not reached, the Director of Planning may require that alternatives to the Plan be prepared and submitted for review. These alternatives may be required in

order to meet policies of the General Plan, Community Plan or objectives set by the Citizens Advisory Committee.

F. County Staff Review of Draft Documents.

In order to initiate the County's formal application review process, the applicant shall indicate in writing the submittal of a formal "Request to initiate staff review" along with all appropriate draft documents, such as Draft Technical Studies or the Draft Specific Plan. The "Request to initiate staff review" shall begin the County's 30 day review period consistent with the State Permit Streamlining Act (Section 65920 et seq.). The formal request and draft documents shall be marked with a date received stamp. During the 30 day review period, County staff may find the documents incomplete and may request additional information. The project shall not proceed forward until all additional information is received and the application is deemed adequate and complete.

G. CEQA Environmental Review.

Following acceptance by County Planning staff, the Specific Plan shall be forwarded to the Department of Environmental Review and Assessment for the preparation of the appropriate environmental documentation pursuant to CEQA and the County's procedures for preparation and processing of environmental documents. A fee for the preparation of the CEQA Environmental Document shall be estimated by the Environmental Coordinator. The applicant shall be responsible for all costs associated with preparation of the environmental document and shall pay such fees prior to its preparation.

H. Public Review and Comment.

Following publication of the CEQA Environmental Document, the Specific Plan and Environmental Document shall be circulated for public review and comment as provided for by state law and the County's procedures for preparation and processing of Environmental Documents, and shall be scheduled for public hearing before the Policy Planning Commission and Board of Supervisors. (SCC 0908 § 1, 1993).

21.14.080 FORM AND CONTENT. Specific Plan documents shall be in substantial conformance with the form and content outline as discussed by the County of Sacramento's Specific Plan Procedures and Preparation Guide. (SCC 0908 § 1, 1993).

21.14.090 REVIEW AND APPROVAL BY COMMISSION AND BOARD. The Policy Planning Commission is the appropriate authority to review the Specific Plan application and may recommend denial or approval of the Specific Plan. After review of the Specific Plan by the Commission, the Plan and the Commission's recommendation shall be referred to the Board of Supervisors for a final decision. If the Policy Commission's recommendation is for denial, the Plan and the justification for the Commission's

recommendation shall proceed to the Board of Supervisors without the necessity to file an appeal. If the Commission's recommendation is for modification of the Specific Plan, additional environmental review pursuant to CEQA and the CEQA guidelines may be required.

The Board of Supervisors may approve or deny the proposed project. If approval is granted, the Specific Plan shall be adopted in its entirety by ordinance and referenced by Title and section in the Zoning Ordinance. (SCC 0908 § 1, 1993).

21.14.100 DELINEATION OF SPECIFIC PLAN AREAS. Upon approval of the Specific Plan document by the Board of Supervisors, the Community Plan and Zoning Map will delineate Specific Plans in a manner similar to that of any other zoning district except that each SP-zoned area shall be clearly outlined on the Community Plan and Zoning Grid Map and bear a number which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number services to provide a reference to the document. Upon approval, in most cases an adopted Specific Plan will create zoning categories unique to that Plan; these zoning regulations and standards will be described within the Plan itself rather than within the Community Plan, or in the Zoning Ordinance. (SCC 0908 § 1, 1993).

21.14.110 REVISIONS. Each Specific Plan shall specify the revision procedures and define what types of modifications qualify as a revision. The approval of the County Planning Director will be required to incorporate revisions requested of a Specific Plan. Revisions may consist of such items as typographical errors, measurement errors or boundary adjustments as allowed by the Specific Plan. Said revisions shall comply with the requirements and intent of the Specific Plan and shall not change the basic configuration or intent of the plan. An Initial Study shall be prepared by the County's Environmental Coordinator for all applications for revision to the Specific Plan to determine the appropriate environmental document for processing the revision pursuant to CEQA and the County procedures for preparation and processing of environmental documents. (SCC 0908 § 1, 1993).

21.14.120 AMENDMENTS. Proposals to amend a Specific Plan which necessitates a General Plan Amendment to maintain consistency shall be subject to the limitations General Plans have under the California Government Code with regards to the number of times amendments that may be considered in a year, unless said amendment is deemed unnecessary due to criteria identified in the Zoning Consistency matrix of the General Plan. (SCC 0908 § 1, 1993).

ATTACHMENT 2

An Ordinance of the City Council of the City of Rancho Cordova Replacing Existing Title 21, Section 21.14 (Specific Plan Ordinance) with New Title 1, Chapter 10, Article 11 of the City of Rancho Cordova Zoning Code for Specific Plan Procedures and Title II Chapter 35, Article 11, for a Specific Plan Land Use Zone

CITY OF RANCHO CORDOVA

ORDINANCE NO. 11-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPLACING EXISTING TITLE 21, SECTION 21.14 (SPECIFIC PLAN ORDINANCE) WITH NEW TITLE 1, CHAPTER 10, ARTICLE 11 OF THE CITY OF RANCHO CORDOVA ZONING CODE FOR SPECIFIC PLAN PROCEDURES AND TITLE II CHAPTER 35, ARTICLE 11, FOR A SPECIFIC PLAN LAND USE ZONE

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

SECTION 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Zoning Code to establish new Specific Plan policies, procedures, and corresponding land use zone.

SECTION 2: Findings

CEQA

Finding: The amendment to the Rancho Cordova Zoning Code amending the Specific Plan Ordinance and creating a Specific Plan Land Use Zone is exempt from the California Environmental Quality Act under Section 15061 of the CEQA Guidelines.

Evidence: The proposed amendment to change the procedure for review and action on Specific Plan applications will not have the potential to degrade the quality of the environment. The Specific Plan process does not negatively impact the environment because its purpose is to provide a planning tool for systematic implementation of the General Plan for particular land areas. The amendments to the process do not change the allowed use or development standards of a property governed by the Specific Plan tool.

Zoning Amendment

Finding: The proposed zoning amendment is consistent with the General Plan and the Rancho Cordova Community Plan. (Section 65860 of the Government Code)

Evidence: The amendments to the Zoning Code simplify the procedures for City review and action on proposed Specific Plan applications. This ordinance is consistent with the General Plan goals, objectives, policies, and implementation measures for Land Use Element Urban Growth Management Strategies regarding Specific Plans. Additionally, the Rancho Cordova Community Plan addresses the importance of planned developments. Therefore, the proposed amendment is consistent with the General Plan and the Community Plan.

Finding: The proposed use or action complies with all other applicable requirements of state law and local ordinances.

Evidence: Proposed amendments to the Specific Plan Ordinance are consistent with California Government Code Sections 65450 through 65457.

SECTION 3: Action

Section 3 includes the recommended changes to the Municipal and Zoning Code. The text changes are identified as follows; the language that is added to the Zoning Code is underlined and the language to be removed is in ~~strikethrough~~.

The City Council hereby deletes Municipal Code Title 21, Chapter 21.14 and creates Zoning Code Title 1, Chapter 10, Article 11 and Title II Chapter 35, Article 11 as follows:

~~**TITLE 21, CHAPTER 21.14 SPECIFIC PLANS**~~

~~**21.14.010 General**~~

~~Specific Plans in the County of Sacramento shall be initiated, reviewed, prepared, approved and amended pursuant to the requirements of this chapter, Title 21, and the County of Sacramento Zoning Ordinance.~~

~~**21.14.020 Authority**~~

~~Specific Plans are authorized by California Government Code which specifies minimum contents and provides for collection of fees and an additional environmental review procedure. California law mandates:~~

A. ~~A Specific Plan shall include a text and a diagram or diagrams which specify all of the following in detail:~~

   1. ~~The distribution, location and extent of the uses of land including open space, within the area covered by the plan.~~
   2. ~~The proposed distribution, location and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan.~~
   3. ~~Standards and criteria by which development will proceed, and standards for the conservation and utilization of natural resources, where applicable.~~
   4. ~~A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraph (1), (2), and (3)~~

B. ~~The Specific Plan shall include a statement of relationship of the Specific Plan with the General Plan.~~

California law also provides that a Specific Plan may include optional contents to "address any other subjects which in the judgment of the planning agency are necessary or desirable for the implementation of the General Plan."

21.14.030 Purpose

The purpose of the Specific Plan process is to provide an application tool for use in implementing the County's General Plan on an area-specific basis. A Specific Plan prepared in accordance with the requirements set forth herein is intended to serve as a policy and/or regulatory document, with policy direction and project development concepts consistent with the County's General Plan, and the development standards and zoning included to address the unique situations within the Specific Plan area to provide regulatory controls.

In the event there is a discrepancy between standards adopted within a Specific Plan and comparable regulations of the County of Sacramento's Zoning Code or development standards, the standards and regulations made part of the Specific Plan shall prevail.

21.14.040 Intent

Pursuant to State law, after the legislative body has adopted a General Plan, the Planning Agency may, or if so directed by the legislative body, shall prepare Specific Plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. Specific Plans shall be utilized to implement the policy and intent of the County of Sacramento General Plan and shall not be used to circumvent the General Plan process in which general development policy is determined. California law provides that a Specific Plan may include optional contents to implement the General Plan. Each Specific Plan shall describe measures that are being proposed to meet air quality mandates, address traffic congestion and present land use designs responsive to travel by pedestrians, automobile traffic and public transit.

The preparation and processing of Specific Plans shall be a collaborative effort between the applicant and County staff. Input shall be obtained from community members. Based on this input, the County and applicant shall strive to create a plan that conforms to Community-wide planning goals.

2.14.050 Fees

Application fees for the review and preparation of Specific Plans shall be set by a resolution of the Board of Supervisors as provided by Section 65456 of the California Government Code which allows fees to be charged to recover the costs incurred to provide staff time to review the applications, prepare, review, and comment on the Specific Plan proposal and corresponding documents. A flat fee shall be charged for staff time to review the petition requesting to prepare a Specific Plan and prepare a staff recommendation. In addition, a base flat fee shall be charged upon submittal of the Specific Plan Application. Staff time will be billed against this base fee on an hourly

basis. When staff hours exceed those provided for by the base fee, an additional fee shall be charged to the applicant.

2.14.060 Initiation Procedures

A Specific Plan shall be initiated by the Board of Supervisors by a resolution of intention.

A. Criteria for Specific Plan Initiation.
   1. Specific Plans may be initiated either (a) within the Urban Policy Area as identified in the adopted General Plan; or (b) within any area inside the Urban Services Boundary where a formal Community Plan update has been initiated by the Board of Supervisors.
   2. A "Request to Prepare a Specific Plan" may be submitted either (a) within the Urban Policy Area as delineated on the revised draft General Plan, dated December 9, 1992; or (b) within any area inside the Urban Services Boundary as delineated on the revised draft General Plan, dated December 9, 1992 where a formal Community Plan update has been initiated by the Board. The Board of Supervisors may choose to initiate Specific Plans within these areas of may choose to condition initiation upon consistency with the updated General Plan. This paragraph shall expire on December 31, 1993.

B. Request for Specific Plan Process. Request for preparation of a Specific Plan may be initiated by either private parties or by the County. Private parties wishing to use a Specific Plan to implement General Plan policy shall petition the County requesting permission to prepare a Specific Plan for their project. The petitioner shall file a "Request to Prepare a Specific Plan" with the County of Sacramento Planning and Community Development Department, and shall pay appropriate fees for staff time to review the request. The petitioner is not required to own or otherwise control the majority of the property requested to be included within the Specific Plan area. Said petition shall include:
   1. A description of the proposed project,
   2. A brief justification for the use of the Specific Plan process,
   3. A vicinity map drawn to scale showing the proposed Specific Plan area and areas within on mile of the property,
   4. A location map drawn to scale showing the property and exterior property lines within (500') five hundred feet of the subject property,
   5. Mailing labels with the names and addresses of property owners, and assessor's parcel numbers for the properties shown on the location map, listed from the latest assessor's roll,
   6. The existing land use (i.e., General Plan, Community Plan and Zoning) designations for the properties shown on the map, and
   7. Any additional information required by the Planning Director to show the need or desirability to utilize the Specific Plan process.

~~The initiation of a Specific Plan by the County shall require preparation of a staff report to the Board of Supervisors addressing items 1 through 7.~~

C. ~~Initial Notification of Request to Initiate a Specific Plan. Upon scheduling of the petition at a hearing of the Board of Supervisors, the Planning Department shall conduct an initial notification of this hearing. This initial notification is not subject to the requirements of State Law inasmuch as a formal "project" as defined by CEQA has not been submitted. Notice shall be given as described in Section 65091 of the California Government Code. The applicant shall provide any necessary mailing labels as part of the petition submittal. In addition, the Department shall provide the appropriate local Community Planning Advisory Council(s) with a copy of the petition request and invite comment of the CPAC prior to consideration of the petition by the Board of Supervisors.~~

D. ~~Pre-Initiation Conference. Upon receipt of the petition, the Planning Department shall schedule a Pre-Initiation meeting with the petitioner within 30 days to review the Specific Plan petition. Upon review of the petition, the Planning Director has the discretion to propose enlargements or modifications to the proposed Specific Plan boundaries and scope of the project in order to facilitate comprehensive planning.~~

E. ~~Preparation of Staff Report Recommending Disposition of Petition. The Planning Department shall prepare a staff report regarding the petition, including a recommendation to accept or deny the petition.~~

F. ~~Consideration by Board of Supervisors. The petition and the planning staff report shall be forwarded to the Clerk of the Board and scheduled as an item on the Agenda for a regularly scheduled Board of Supervisors meeting. The Board of Supervisors may act to deny said petition or accept the petition directing that the petitioner and County prepare a Specific Plan for the area as proposed by the petitioner, or as recommended in the staff report prepared by the County Planning and Community Development Department. If the Board of Supervisors accepts said petition, the Board shall endorse a resolution initiating the Specific Plan process and shall direct the formation of a citizen's advisory committee, a technical advisory committee, and may direct that a letter introducing the project be circulated to key agencies and other interested parties.~~

~~21.14.065 Private Applications During Preparation of Specific Plan~~

~~If the Board of Supervisors adopts a resolution initiating a specific plan pursuant to Section 21.14.065 of this Chapter, no private applications for general plan amendments, community plan amendments, rezones or tentative maps relating to property included within the area for which a specific plan has been initiated shall be accepted unless one of the following conditions is met.~~

A. ~~The Board of Supervisors has previously amended its resolution initiating a specific plan to delete the property for which a general plan amendment, community plan amendment, rezone or tentative map is sought;~~

B. ~~The applicant desires to pursue such general plan amendment, community plan amendment, rezone or tentative map concurrently with the specific plan and has entered into an agreement with the County to financially participate in the preparation of the specific plan; or~~

C. ~~The specific plan relative to the property for which a general plan amendment, community plan amendment, rezone or tentative map is sought has been approved, denied or withdrawn.~~

~~21.14.070 Specific Plan Preparation Procedures~~

A. ~~Application. The application for a Specific Plan shall include a formal application form with accompanying diagrams and other pertinent information regarding proposed amendments to appropriate plans (e.g., General Plan, Community Plan) or proposals to amend zoning provisions. These diagrams and other information may consist of conceptual land use diagrams or, in the event specific land uses have not been determined, objectives describing the intent of urbanization. Due to the significant role an adopted Specific Plan plays in the implementation of the General Plan, project applicants should seek guidance from the Planning and Community Development Department prior to submitting an application for a Specific Plan. Such guidance regarding relevant General Plan goals, policies, land use, and implementation programs may be provided through preapplication conferences, written material, study sessions or other appropriate means. Submission of this application will not begin the County's formal 30 day application review process.~~

B. ~~Initial Environmental Review. The County's Department of Environmental Review and Assessment (DERA) shall review the initial Specific Plan application. DERA may identify information and technical studies ultimately required by the California Environmental Quality Act (CEQA). To the extent possible, DERA will review and validate reports submitted during the initial review period describing base-line information and existing conditions, from which assumptions on preparation of the Plan will be made. Validation of these reports shall not preclude DERA from requiring additional information during the formal CEQA review process.~~

C. ~~Community Input. As directed by the Board of Supervisors pursuant to Section 21.14.060 E, the Board of Supervisors shall appoint a Citizens Advisory Committee (CAC). This Committee shall include members of the local Community Planning Advisory Council and other members as appropriate. The Board of Supervisors shall direct the Planning Department to convene the CAC to review the Specific Plan proposal and establish objectives to guide preparation of the Specific Plan based on a community-wide perspective. The Citizens Advisory Committee shall meet with County Staff and the project applicant as necessary during the preparation of the plan to review key planning principles and issues. Said Committee is advisory, however; modifications should be considered to development plans as appropriate.~~

D. ~~Technical Advisory Committee. As directed by the Board of Supervisors pursuant to Section 21.14.060 E, the County shall assemble and convene a~~

~~Technical Advisory Committee (TAC) comprised of select representatives from key County departments and other agencies. The TAC shall meet with the project applicant as necessary to discuss key project issues and shall review technical matters as appropriate. The Technical Advisory Committee shall provide the project applicant with information regarding County policy, standards and guidelines in response to the proposed project. The TAC is advisory; the County will have the authority to determine adequacy of documents pursuant to Section 21.14.070 E.~~

E. ~~Preparation. Prior to the actual preparation of the Plan or other technical studies, the applicant shall meet with appropriate County staff and/or the TAC to review assumptions, methodology, data and information resources, timeframe and scope of work. These items shall be prepared to the satisfaction of the Director of Planning. The Specific Plan and accompanying technical documents and studies may be prepared by the project applicant or applicant's representative. The Specific Plan and related technical documents are, however, subject to the review and approval of the County of Sacramento. The Planning Director has the authority to require revisions to technical information deemed inadequate. In the event that consensus between the project applicant and the County is not reached, the Director of Planning may require that alternatives to the Plan be prepared and submitted for review. These alternatives may be required in order to meet policies of the General Plan, Community Plan or objectives set by the Citizens Advisory Committee.~~

F. ~~County Staff Review of Draft Documents. In order to initiate the County's formal application review process, the applicant shall indicate in writing the submittal of a formal "Request to initiate staff review" along with all appropriate draft documents, such as Draft Technical Studies or the Draft Specific Plan. The "Request to initiate staff review" shall begin the County's 30 day review period consistent with the State Permit Streamlining Act (Section 65920 et seq.). The formal request and draft documents shall be marked with a date received stamp. During the 30 day review period, County staff may find the documents incomplete and may request additional information. The project shall not proceed forward until all additional information is received and the application is deemed adequate and complete.~~

G. ~~CEQA Environmental Review. Following acceptance by County Planning staff, the Specific Plan shall be forwarded to the Department of Environmental Review and Assessment for the preparation of the appropriate environmental documentation pursuant to CEQA and the County's procedures for preparation and processing of environmental documents. A fee for the preparation of the CEQA Environmental Document shall be estimated by the Environmental Coordinator. The applicant shall be responsible for all costs associated with preparation of the environmental document and shall pay such fees prior to its preparation.~~

H. ~~Public Review and Comment. Following publication of the CEQA Environmental Document, the Specific Plan and Environmental Document shall be circulated for public review and comment as provided for by state law and the County's procedures for preparation and processing of Environmental~~

~~Documents, and shall be scheduled for public hearing before the Policy Planning Commission and Board of Supervisors.~~

~~21.14.080 Form And Content~~

~~Specific Plan documents shall be in substantial conformance with the form and content outline as discussed by the County of Sacramento's Specific Plan Procedures and Preparation Guide.~~

~~21.14.090 Review And Approval by Commission And Board~~

~~The Policy Planning Commission is the appropriate authority to review the Specific Plan application and may recommend denial or approval of the Specific Plan. After review of the Specific Plan by the Commission, the Plan and the Commission's recommendation shall be referred to the Board of Supervisors for a final decision. If the Policy Commission's recommendation is for denial, the Plan and the justification for the Commission's recommendation shall proceed to the Board of Supervisors without the necessity to file an appeal. If the Commission's recommendation is for modification of the Specific Plan, additional environmental review pursuant to CEQA and the CEQA guidelines may be required.~~

~~The Board of Supervisors may approve or deny the proposed project. If approval is granted, the Specific Plan shall be adopted in its entirety by ordinance and referenced by Title and section in the Zoning Ordinance.~~

~~21.14.100 Delineation of Specific Plan Areas~~

~~Upon approval of the Specific Plan document by the Board of Supervisors, the Community Plan and Zoning Map will delineate Specific Plans in a manner similar to that of any other zoning district except that each SP-zoned area shall be clearly outlined on the Community Plan and Zoning Grid Map and bear a number which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number services to provide a reference to the document. Upon approval, in most cases an adopted Specific Plan will create zoning categories unique to that Plan; these zoning regulations and standards will be described within the Plan itself rather than within the Community Plan, or in the Zoning Ordinance.~~

~~21.14.110 Revisions~~

~~Each Specific Plan shall specify the revision procedures and define what types of modifications qualify as a revision. The approval of the County Planning Director will be required to incorporate revisions requested of a Specific Plan. Revisions may consist of such items as typographical errors, measurement errors or boundary adjustments as allowed by the Specific Plan. Said revisions shall comply with the requirements and intent of the Specific Plan and shall not change the basic configuration or intent of the plan. An Initial Study shall be prepared by the County's Environmental Coordinator for all applications for revision to the Specific Plan to determine the appropriate~~

~~environmental document for processing the revision pursuant to CEQA and the County procedures for preparation and processing of environmental documents.~~

~~**21.14.120 Amendments**~~

~~Proposals to amend a Specific Plan which necessitates a General Plan Amendment to maintain consistency shall be subject to the limitations General Plans have under the California Government Code with regards to the number of times amendments that may be considered in a year, unless said amendment is deemed unnecessary due to criteria identified in the Zoning Consistency matrix of the General Plan.~~

TITLE 1, CHAPTER 10, ARTICLE 11: SPECIFIC PLANS

110-115. Purpose and Intent

The purpose of a Specific Plan is to provide a vehicle for implementing the General Plan on an area-specific basis. A Specific Plan prepared in accordance with the requirements set forth herein is intended to serve as a policy and/or regulatory document, with policy direction and project development concepts consistent with the General Plan, and the development standards and zoning included to address the unique situations with the Specific Plan area to provide regulatory controls. In the event there is an inconsistency or conflict between an adopted Specific Plan and comparable provisions of the Zoning Code, the Specific Plan shall generally prevail. This chapter is consistent with California Government Code Section 65450 through 65457.

110-116. Initiation of Specific Plans

A specific plan may be initiated as follows:

a) City. By a Resolution of Intention adopted by the City Council; or
b) Property Owner. By an application being filed by the owner(s), or their authorized agent(s), of property which would be the subject of the specific plan, along with the application fee. If initiated by the owner(s) of property, a pre-application conference with the Planning Director is encouraged prior to the filing of a formal specific plan application.

110-117. Preparation and Content of Specific Plans

The initiator shall prepare a draft Specific Plan for review by the city that includes detailed information in the form of text and diagrams, organized in compliance with an outline furnished by the Planning Department and state law (Government Code Section 65451). The following information shall be provided:

a) Proposed Land Uses. The distribution, location, and extent of land uses proposed within the area covered by the Specific Plan, including open space areas;
b) Infrastructure. The proposed distribution, location, extent, and intensity of major components of public and private drainage, energy, sewage, solid waste disposal, circulation, transportation, water, and other essential facilities proposed to be located within the Specific Plan area and needed to support the proposed land uses;
c) Land Use, Development Standards, and Design Guidelines. Standards, criteria, and guidelines by which development would proceed, and standards for the conservation, development, and utilization of natural resources, where applicable;
d) Implementation Measures. A program of implementation measures, including administration, regulations, programs, public works projects, and financing measures necessary to carry out the proposed land uses, infrastructure, and development and conservation standards and criteria;
e) Relationship to General Plan. A discussion of the relationship of the Specific Plan to the objectives, policies, general land uses, and programs of the General Plan; and
f) Additional Information. The Specific Plan shall contain any additional information determined to be necessary by the Planning Director based on the characteristics of the area to be covered by the plan, applicable policies of the General Plan, or any other issue(s) determined by the Director to be significant.

110-118. Filing Processing, and Adoption of Specific Plans

a) Filing and Initial Processing. A draft Specific Plan proposed by a property owner shall be filed with the Planning Department and shall be accompanied by a deposit determined by the Planning Director. A Specific Plan applicant shall be required to pay the full cost of staff, consultant, and attorney time associated with processing and defending the Specific Plan project. A draft plan proposed by an applicant or prepared by the city shall then be processed in the same manner as required for General Plans by state law (Government Code Sections 65350 et seq.), and as provided by this section.
b) Department Evaluation of Completeness. After the receipt of a draft Specific Plan, the Planning Department shall review the draft Specific Plan to determine whether it complies with the provisions of this chapter. If the draft Specific Plan is not in compliance, it shall be returned to the applicant with a written explanation of why it does not comply, and with suggested revisions to ensure compliance. When a draft Specific Plan is returned by the applicant to the Planning Department and the Planning Department determines it is complete and in compliance with this chapter, the plan shall be deemed accepted for processing.
c) Specific Plan Distribution and Review. Once complete, draft Specific Plan application materials shall be circulated to appropriate departments and agencies for review and comment. The Planning Department shall be responsible for requesting feedback and incorporating comments into project

modifications or conditions of approval to ensure conformance with adopted policies, plans, and practices of the City.

d) Environmental Review. The draft Specific Plan shall be subject to environmental review in compliance with the California Environmental Quality Act (CEQA) and current CEQA Guidelines adopted by the City. Where a draft Specific Plan requires an environmental impact report, it shall be prepared in a manner that permits the City and future project-specific applicants to employ the procedures set forth in Government Code section 65457, Public Resources Code section 21083.3, and sections 15182 and 15183 of Title 14 of the California Code of Regulations regarding the requirements under the CEQA for processing additional environmental documents.

e) Public Hearings. A proposed Specific Plan shall be subject to public hearings before both Commission and Council before its adoption as listed below. The City also encourages a minimum of one study session/community workshop with decision-makers and members of the public to introduce the project and solicit feedback in advance of public hearings.

   1. Planning Commission. The hearing shall receive public notice and be conducted in compliance with state law. After the hearing, the Planning Commission shall forward a written recommendation, with appropriate findings to the City Council; and
   2. City Council. Following the hearing at which the Planning Commission makes a recommendation, a public hearing on the Specific Plan shall be scheduled. The hearing shall be noticed and conducted in compliance with state law. After the hearing, the Council shall either adopt the Specific Plan as proposed, adopt the Specific Plan with changes, or deny the Specific Plan, with appropriate findings. Any substantial modifications to the Specific Plan that were not considered by the Planning Commission shall be referred to the Planning Commission for its recommendation. Failure of the Commission to report within forty-five days after the referral, or a longer period set by the City Council, shall be deemed a recommendation for the approval of the changes.

f) Conformance with the General Plan. The Council shall adopt a Specific Plan only if it finds that the proposed plan is consistent with the objectives, policies, general land uses, and programs of the General Plan and other adopted goals and policies of the city.

110-119. Method of Adoption

The Specific Plan document shall be adopted by Resolution and corresponding Ordinance for zoning designation as "Specific Plan (SP) District" on the City's Zoning Map. Adoption of the Resolution and Ordinance shall constitute final action and approval of the amendment. Authorization for construction in accordance with the amendment may only be granted upon effective date of the action.

110-120. Delineation of Specific Plan Areas

On the Zoning Map, a Specific Plan Zoning District shall be delineated in a manner similar to that of any other zoning district except that each SP-zoned area shall also

bear a number or name which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number or name serves to provide a reference to the corresponding Specific Plan document adopted by Resolution of the City Council. If there are unique zoning regulations and standards applicable to the land area, such provisions will be established in the adopted Specific Plan document. Also see Zoning Code Title II, Chapter 35, Article 11 (Specific Plan Land Use Zone).

110-121. Implementation and Amendments

a) Development Within Specific Plan Area. After the adoption of a Specific Plan, a public works project, a tentative map or parcel map, and an amendment to this Zoning Ordinance may be approved or adopted within an area covered by a Specific Plan only if it is first found consistent with the Specific Plan. The City's decision-maker shall conclude that such proposed action is consistent with the adopted Specific Plan if the decision-maker concludes that the proposed action will further the objectives and policies of the Specific Plan and not obstruct their attainment. A proposed action shall be in substantial conformance with the objectives, policies, land uses, programs, and standards in the Specific Plan. A proposed action need not be in perfect conformity with each and every Specific Plan policy or provision, other than those of a mandatory, fundamental, and specific character.

b) Fees. The City Council may impose a Specific Plan fee surcharge on development permits within the Specific Plan area, in compliance with state law (Government Code Section 65456).

c) Amendments. An adopted Specific Plan shall be amended through the same procedure specified by this chapter for the adoption of a Specific Plan. Amendments to an adopted Specific Plan may be proposed by a developer or property owner or initiated by the City, and shall be processed in accordance with City ordinances and subject to the requirements and limitations of any applicable development agreement. All amendments shall be presented in a public hearing before City Council action on that proposal. Generally, the process for amending the Specific Plan is similar to that for amending the City's General Plan, with the difference that there is no limitation on the number of Specific Plan amendments that may be approved in any on year.

TITLE II, CHAPTER 35, ARTICLE 11: (SP) SPECIFIC PLAN LAND USE ZONE

235-205. Purpose and Applicability

The purpose of the Specific Plan (SP) Land Use Zone is to designate unique planning areas within the City for which the City Council has adopted or requires adoption of a separate planning document, a Specific Plan, consistent with the General Plan and state law.

235-206. Specific Plan Delineation

On the Zoning Map, all property within a designated Specific Plan area shall be delineated in a manner similar to that of any other zoning district except that each SP-zoned area shall also bear a number or name which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number or name serves to provide a reference to the corresponding Specific Plan adopted by Resolution of the City Council. If there are unique zoning regulations and standards applicable to the land area, such provisions will be established in the adopted Specific Plan. Specific Plan purposes, content requirements, and procedures are outlined in Title 21, Chapter 21.14 (Specific Plans).

235-207. Allowed Uses

Allowed uses within the Specific Plan area are those listed uses in the Specific Plan.

235-208. Development Standards

Development standards within the Specific Plan area are those standards listed in the adopted Specific Plan.

Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: 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 6: Ordinance Supercedes County Code as Adopted by City

California Government Code section 57376 provides that no city ordinance enacted within 120 days of the date of incorporation of a city shall be deemed to supersede any county ordinance unless the city ordinance specifically refers to the county ordinance, and states an intention to supersede it. By this section, the City of Rancho Cordova specifically states its intention for this ordinance to supercede the provisions referenced herein of the County Code as adopted by the City.

Section 7: CEQA Compliance

The City Council has determined that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any impact to the environment would occur as a result of adoption of the Ordinance. Any environmental affects associated with adoption and implementation of the Ordinance would be beneficial in nature.

Section 8: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Memorandum

Date: May 3, 2004

To: Honorable City Council
Ted A. Gaebler, City Manager

From: Gene Albaugh

Subject: Public Hearing: Community Facilities Fee Program

Recommendation: Conduct a public hearing and initiate the recommended Community Facilities Fee Program by adopting the proposed Resolution 59-2004.

Background and Discussion: In October your Council adopted a resolution authorizing the preparation of a public facilities fee analysis, the hiring of a space planner/architect to estimate future public facility space needs and the hiring of a municipal fee consultant to prepare a nexus study. The City retained Chong Partners Architecture and Daniel C. Smith and Associates for the space needs along with Goodwin Consulting, Inc. to provide a rational nexus in the fee program.

At your Council's March 24th Special meeting, Christopher Wilson of Chong Partners, made a presentation to your Council. The architect was asked to also include a museum, parking structure and cemetery in their final facility list. This architect was able to provide details on the parking structure and museum in their report. Cemeteries require a separate consultant specializing in that area of expertise. A cemetery is not included in this fee program.

As new development continues in the City, municipal facilities will be required to serve future development The City has identified these facilities to include a city hall, a police station and equipment including vehicles, a community center, a city corporation yard, library facilities, a city museum and a parking structure. The estimated total cost of these municipal facilities is $195,899,000.

The Community Facilities Fee Program is established through the Nexus Study which ensures that a nexus exists between future development in the City, the need and use of the proposed facilities, and the amount of the development impact fee assigned to future land uses. This Community Facilities Fee Program complies with AB 1600 nexus requirements because the fees are set to mitigate the specific impacts that will result from new development in the City.

Fiscal Impact: The attached executive summary includes the purpose of the program nexus study, the fees included in the program, a summary of the fees, future fee adjustments. Based on the analysis of the fee program, about 63.1% of the total cost of the facilities will be generated by this Community Facilities Fee Program.

Conclusion: Council action adopting the required documents to initiate the Community Facilities Fee Program.

AGENDA ITEM # 16

RESOLUTION NO. 59-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING A COMMUNITY FACILITIES FEE WITHIN THE CITY OF RANCHO CORDOVA TO FUND CONSTRUCTION OF MUNICIPAL FACILITIES

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") finds that, due to anticipated future development in the City, municipal facilities will be required to serve the resulting increase in City population; and

WHEREAS, a Community Facilities Fee Program Nexus Study, dated April 12, 2004 (the "Study") (attached as Attachment 1 hereto and incorporated herein by this reference), was prepared by Goodwin Consulting Group, Inc., and analyzes future use of and need for new City public facilities resulting from contemplated future development in the City, and analyzes the nexus between the use and need for such facilities on the one hand, and the amount of the development impact fee assigned to future land uses in the City, on the other hand. These facilities will be funded through a City Community Facilities Fee ("CFF") Program, which contains a separate fee component for each facility;

WHEREAS, the Study incorporates a Needs Assessment study by Chong / Partners Architecture and Daniel C. Smith and Associates, Inc., dated February 17, 2004, which study sets forth the relationship between estimated City population increase resulting from contemplated future development, needed facilities and staffing, and the estimated costs of new facilities and staffing; and

WHEREAS, the City Council finds that the construction and construction-related costs of the following community facilities (collectively, the "Community Facilities") is necessary and/or desirable to meet the needs and goals of the City:

- City hall facilities (i.e., construction of a new city hall building, furnishings, equipment, land acquisition, and financing costs);
- Police station and vehicles (i.e., financing, land acquisition, and construction of a police station and the purchase of police vehicles);
- Community center (i.e., construction of a new community center building, furnishings, equipment, financing, and the purchase of land);
- City corporation yard (i.e., corporation yard building, furnishings, equipment, financing, and the purchase of land);
- Library (i.e., library building, furnishings, equipment, books, financing, and the purchase of land);
- Museum; (i.e., museum building, furnishings, equipment, financing, and the purchase of land); and
- Parking Structure (including the financing and the purchase of land); and

WHEREAS, Article XI, section 7, of the California Constitution authorizes cities and counties to impose and charge development impact fees to fund the estimated cost of certain facilities, the need for which is directly or indirectly generated by the type and level of proposed development; and

WHEREAS, Government Code section 66017 requires that a local agency hold a noticed public

hearing, at which oral or written presentations can be made, prior to the adoption of a resolution approving a new development impact fee or increasing an existing development impact fee; and

WHEREAS, all written and oral presentations received at or before said hearing have been duly considered by the City Council; and

WHEREAS, the Study was available for public inspection and review for ten days prior to this public hearing; and

WHEREAS, the City Council finds that future development in the City will generate the need for the Community Facilities, and that these Community Facilities are consistent with the City's General Plan.

WHEREAS, after considering the Study and the testimony received at this noticed public hearing, the City Council wants to approve and adopt the Study; and

WHEREAS, the City Council finds that in order to help fund the costs of constructing the Community Facilities, it will be necessary to levy a development impact fee upon all new construction within the City ("Community Facilities Fee" or the "Fee"); and

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby finds as follows:

A. The purpose of the fee is to finance construction (including construction-related costs) of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population.

B. The Fees collected pursuant to this resolution shall be used to finance the construction of the Community Facilities identified herein and in the Study.

C. The Study and the testimony establish:

1. That there is a reasonable relationship between the use of the Community Facilities Fee and the type of development projects on which the Fee is imposed because the development impact fees collected from the CFF Program will be used to mitigate the impacts of such development by funding the construction of municipal facilities needed by the City due to the new demand for community services that will be generated by residents of the new development; and

2. That there is a reasonable relationship between the need for the public facilities and the impacts of the types of development on which the corresponding fee is imposed because the Fee is imposed on those types of development--residential and non-residential (i.e., commercial, office and industrial)--that will generate the need for the public facilities to which the CFF Program directs the Fee; and

3. That there is a reasonable relationship between the amount of the Fee and the cost of the public facility or portion of the public facility attributable to the development on which the Fee is imposed because the amount of the Fee is based upon the portion of the cost of the Community Facilities for which future development will be responsible, and recognizes that the need for public facilities is related

to the level of service demanded and varies in proportion to the number of residents or employees generated by a particular development, and the Fee for a particular development therefore reflects the number of residents or employees generated by that particular development because it is tailored according to the development's land use type (using a per-dwelling-unit basis for residential land use categories and per square-foot-of-building-space basis for non-residential land use categories).

D. Consistent with Government Code section 66005(a), the Fees set forth in the schedule attached as Attachment 2 hereto, and incorporated herein by this reference, and in the Study do not exceed the estimated reasonable cost of providing the facilities for which the Fee is being imposed.

E. The method of allocation of the Community Facilities Fee to a particular development bears a fair and reasonable relationship to each development's burden on, and benefit from, the facilities to be funded by the Fee, because the Fee is allocated based upon the portion of the cost of the Community Facilities for which future development will be responsible, recognizing that the need for public facilities varies in proportion to the number of residents or employees generated by a particular development, and reflecting this principle by ensuring that the development's land use type is a key component for calculating the Fee (using a per-dwelling-unit basis for residential land use categories and per square-foot-of-building-space basis for non-residential land use categories).

F. The City Council finds that the Community Facilities Fees are not subject to the California Environmental Quality Act (CEQA) due to section 15273(a)(4) of the CEQA Guidelines. Guideline 15273(a)(4) is a statutory exemption for "establishment, structuring, restructuring, or approval of rates ... for the purpose of (4) obtaining funds for capital projects, necessary to maintain service within existing service areas. The City Council finds section 15273(a)(4) applicable because:

1. The purpose of the Community Facilities Fees is to finance public facilities (i.e., the Community Facilities) to reduce the impacts caused by future developments in the City; and

2. The future development of the City will generate the need for such public facilities; and

3. The Fees are a charge by the City, a public agency, to obtain funds for capital projects necessary to maintain service within the City, an existing service area; and

G. The City Council finds that, because the City is newly incorporated and does not have Community Facilities, construction of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population, constitutes a current and immediate threat to the public health, welfare and safety, in accordance with Government Code section 66017(b), which threat authorizes the City to use its interim authority pursuant thereto to cause this Resolution to take effect immediately after its adoption.

NOW THEREFORE, The City Council of the City of Rancho Cordova hereby resolves as follows:

1. Definitions

a. "Development" shall mean the construction, alteration, addition, occupancy or use of any building or structure within the City.

b. "Dwelling Unit" shall mean a dwelling unit as defined in the Uniform Building Code (UBC) as adopted by the City.

c. "Multiple Unit" shall mean any dwelling unit which is not a single family unit.

d. "Single Family Unit" shall mean a dwelling unit for which no enclosing walls, including the walls of any attached structures, are within six (6) feet of an enclosing wall of another dwelling unit or a wall of an attached structure of that unit. A mobile home is a single-family unit.

e. "Square Foot" shall mean every square foot of floor area as defined in the UBC as adopted by the City, except for floor area devoted exclusively to parking. The City Manager or his/her designee shall determine the square footage of any project which cannot be calculated by using the definition of floor area.

f. "Land Area" shall mean every square foot of parcel area.

2. Timing of Fees Imposed.

a. A Community Facilities Fee shall be charged and paid at the time of issuance of a building permit for development. The Fee shall be paid as a condition of any extension or renewal of a building permit issued after the effective date of this resolution, if the Fee has not been paid previously.

b. To the extent permitted by law, the Fee shall be paid prior to occupancy by any development built by any entity that is not required to obtain a building permit from the City.

3. Amount of Fee.

a. The Fee shall be in the amount specified in the Schedule of Fees (Attachment 2), as adjusted in accordance with Paragraph 10 of this resolution.

b. For specialized or unique development projects, the City Manager or his/her designee, at the time development fees are to be levied, shall determine the amount of the Fee in accordance with the standards set forth in this resolution and the specific characteristics of the development at issue, in order to categorize the development into the proper land use category and to determine the Fee pertaining thereto.

4. Exemptions From Fee.

The Fee shall not be imposed on any of the following:

a. Any alteration or addition to a residential structure, except to the extent that additional units are created or square footage is increased;

b. Any replacement or reconstruction of an existing residential or non-residential structure that has been destroyed or demolished, provided that the building permit for

reconstruction is obtained within two years after the building was demolished, unless the replacement or reconstruction increases the square footage of the structure ten percent or more, or changes the use of the structure to a different land use category, as described in the Study.

5. Payment of Other Fees Required.

Notwithstanding any other provision of this resolution, every development is responsible for the payment of all other applicable fees adopted or imposed by the City.

6. Use of Fee Revenues.

a. In accordance with Government Code § 66006(a), the revenues raised by payment of the Fees shall be deposited with the other fees for the construction or improvement of the Community Facilities in a separate capital facilities account or fund, along with any interest income on such account, in a manner to avoid any commingling of the Fees with other revenues and funds of the City.

b. The revenues raised by payment of the Fees shall be used for the following purposes:

(1) To pay for design and construction of the Community Facilities, including without limitation, direct costs, such as site development, facility construction, and parking, and indirect costs, such as architecture and engineering fees and other consultant fees, project administration, testing and inspection, permits and plan review, soils testing, data communication, and furniture, fixtures and equipment costs;

(2) To reimburse the City for the Community Facilities constructed by the City with funds from other sources, unless the City funds were expended to remedy existing deficiencies as identified in the Study or were obtained from grants or gifts;

(3) To reimburse developers who have designed and constructed designated public facilities which are oversized with supplemental size, length, or capacity; and

(4) To pay for and/or reimburse costs of program development and ongoing administration of the CFF Program.

7. Accounts.

The City Manager or his/her designee may create accounts to which the Fees collected pursuant to this resolution will be deposited.

8. Expenditures of the Fee.

In accordance with Government Code section 66006(a), the City shall expend the Fees only for

those facilities listed in the Recitals of this Agreement, and solely for the purpose for which the fee was collected.

9. Periodic Review.

a. As required by Government Code section 66006(b), for each separate account or fund established pursuant to Government Code section 66006(a), the City, within 180 days after the last day of each fiscal year, shall prepare a report, made available to the public, which contains the information for the fiscal year, as provided in section 66006(b).

b. For the fifth fiscal year following the first deposit into the account or fund established pursuant to Government Code section 66006(a), and every five years thereafter, the City shall, with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted, make the findings required by Government Code section 66001(d).

c. Pursuant to Government Code section 66002, the City Council shall also review and annually update, as part of any adopted capital improvement plan each year, the approximate location, size, time of availability and estimates of cost for all Community Facilities to be financed with the Fee.

10. Subsequent Fee Analysis and Adjustment.

a. The Fee established herein is adopted and implemented by the City Council in reliance on the Study. The City may conduct further study and analysis to determine whether the Fee should be revised. When additional information is available, the City Council may review the Fee to determine that the amounts are reasonably related to the impacts of development in the City. The City shall make the findings required by Government Code section 66001(d), as described in Paragraph 9.b. of this Agreement.

b. The City Council may adjust the Fee in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or the City's land uses, subject to the notice and hearing requirements of Government Code section 66018. In addition to such adjustments, the Fee for each type of development will automatically be adjusted by the change in the 20-city Construction Cost Index (CCI), as reported in the *Engineering News Record* for the 12-month period ending October of the prior year.

c. The City Manager or his/her designee will determine whether certain redevelopment projects may be eligible for a fee adjustment depending in whole or in part upon whether the project results in a change of land use on a particular parcel.

d. Except as otherwise provided herein, the CFF Program shall apply to all future development in the City, as well as any development in land annexed by the City in the future.

11. Effective Date.

The Fee provided in this resolution shall be effective and permanent on the sixtieth (60th) day following adoption of this resolution.

On an interim basis, the Fee provided in this resolution shall be effective immediately, to protect the public health, welfare and safety, in accordance with Government Code section 66017(b). The City may extend this interim authority for an additional 30 days, in compliance with section 66017(b).

12. Severability.

Each component of the Community Facilities Fee and all portions of this resolution are severable. Should any individual component of the Fee or other provision of this resolution be adjudged to be invalid and unenforceable, the remaining provisions shall be and continue to be fully effective, and the Fee shall be fully effective except as to that portion that has been judged to be invalid.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this _____ day of _____, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

LIST OF ATTACHMENTS

Attachment 1 - Community Facilities Fee Program Nexus Study, dated April 12, 2004, prepared by Goodwin Consulting Group, Inc.

Attachment 2 - Schedule of Fees

City of Rancho Cordova
Community Facilities Fee Program Nexus Study

Executive Summary

PURPOSE OF CFF PROGRAM NEXUS STUDY

As new development continues within the City, municipal facilities will be required to serve future development. The City has identified these facilities to include a city hall, a police station and equipment, a community center, a city corporation yard, library facilities, a city museum, and a parking structure. These facilities will be funded through the City's Community Facilities Fee ("the CFF") Program, which contains a separate fee component for each. The CFF Program is described in detail in this Community Facilities Fee Program Nexus Study (the "Nexus Study"). The fee program will apply to all future growth within the City limits.

The City of Rancho Cordova retained Goodwin Consulting Group, Inc. to establish the Rancho Cordova Community Facilities Fee Program. The CFF Program is established through the Nexus Study which ensures that a rational nexus exists between future development in the City and the use and need of the proposed facilities. The CFF Program is compliant with the laws set forth in AB 1600 and ensures that a rational nexus exists between future development in the City and (i) the use and need of the proposed facilities, and (ii) the amount of the development impact fee assigned to future land uses. This CFF Nexus Study demonstrates that a reasonable relationship exists between the development impact fee to be levied on each type of land use and the cost of the facilities attributable to that land use.

FEES INCLUDED IN CFF PROGRAM

The City of Rancho Cordova has determined that the CFF Program is needed to mitigate the impacts of future development on the following municipal facilities:

- City Hall
- Police Station and Vehicles
- Community Center
- Corporation Yard
- Library
- Museum
- Parking Structure

SUMMARY OF THE CFF FEE

The table below summarizes the fee components in the CFF Program as calculated in this report. Note that the library fee component of the CFF will not be levied on development in the Sunrise Douglas Specific Plan area since this area will fund a 20,000 square foot library facility.

	City Hall	Police	Community Center	Corp. Yard	Library (1)	Museum	Parking Structure	Admin (3.75%)	Total CFF
Residential					*Per Unit*				
Single Family	$522	$686	$631	$188	$490	$214	$219	$111	**$3,061**
Multi-Family	$408	$536	$493	$147	$383	$167	$171	$86	**$2,391**
Non-Residential					*Per Building SF*				
Commercial	$0.09	$0.11	$0.11	$0.03	N/A	N/A	$0.04	$0.01	**$0.39**
Office	$0.14	$0.19	$0.18	$0.05	N/A	N/A	$0.06	$0.02	**$0.64**
Industrial	$0.04	$0.05	$0.04	$0.01	N/A	N/A	$0.02	$0.01	**$0.17**

(1) The Sunrise Douglas Community Plan Area will not be subject to the library fee since development in this area will fund separate library facilities.

FEE ADJUSTMENTS

The CFF may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or the City's land uses. In addition to such adjustments, the fees will be inflated automatically each year by a predetermined index. The City's building department will determine the specific characteristics of the development at the time development fees are to be levied in order to categorize the development into the proper land use category and to determine the CFF.

I. *Introduction*

The City of Rancho Cordova (the "City") is located in the eastern central portion of Sacramento County along Highway 50, neighboring the cities of Sacramento and Folsom. On July 1, 2003, Rancho Cordova incorporated and became the seventh city in Sacramento County.

At the time of incorporation, the City assumed full responsibility for a variety of municipal facilities and services, although the County of Sacramento continues to provide some facilities and services. Also upon incorporation, the City assumed responsibility for local planning, including long-range and current planning for land uses and development projects.

The City has deemed it necessary to construct certain municipal facilities that will serve the City's current as well as future populace. Funding for these facilities will come from several sources, including development impact fees, the City's general fund, various reserve funds and other unidentified funding sources. The Community Facilities Fee Program discussed in this report will apply to all future development occurring in the City as well as any development in future City annexations.

PURPOSE OF CFF STUDY

As development continues within the City, municipal facilities will be required to serve the new populace. The City has identified these facilities to include a city hall, a police station and equipment, a community center, a city corporation yard, library facilities, a city museum, and a City parking structure. These facilities will be funded through the City's Community Facilities Fee ("the CFF") Program, which contains a separate fee component for each facility. The CFF Program is described in detail in this Community Facilities Fee Program Nexus Study (the "Nexus Study"). The fee program will apply to all future growth within the City limits. The CFF complies with AB 1600 nexus requirements because the fees are set to mitigate the specific impacts that will result from new development in the City.

The City of Rancho Cordova retained Goodwin Consulting Group, Inc. to establish the Rancho Cordova Community Facilities Fee Program. The CFF Program is established through the Nexus Study which ensures that a rational nexus exists between future development in the City and the use and need of the proposed facilities. The CFF Program is compliant with the laws set forth in AB 1600 and ensures that a rational nexus exists between future development in the City and (i) the use and need of the proposed facilities, and (ii) the amount of the development impact fee assigned to

future land uses. This CFF Nexus Study demonstrates that a reasonable relationship exists between the development impact fee to be levied on each type of land use and the cost of the facilities attributable to that land use.

CFF Program Nexus Requirements (AB 1600)

Assembly Bill (AB) 1600, which was enacted by the State of California in 1987, created Section 66000 et. seq. of the Government Code. AB 1600, also referred to as the Mitigation Fee Act, requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee will be put.
3. Determine how there is a reasonable relationship between:
    A. The fee's use and the type of development project on which the fee is imposed.
    B. The need for the public facility and the type of development project on which the fee is imposed.
    C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The purpose of this CFF Nexus Study is to demonstrate that all components of the Community Facilities Fee comply with AB 1600. The assumptions, methodology, facility standards, costs, and cost allocation factors that were used to establish the nexus between the Community Facilities Fee and the development on which it will be levied are summarized in the subsequent sections of this report.

ATTACHMENT 1

COMMUNITY FACILITIES FEE PROGRAM NEXUS STUDY

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES FEE
PROGRAM NEXUS STUDY

April 12, 2004

GOODWIN CONSULTING GROUP, INC.
701 University Avenue, Suite 225
Sacramento, California 95825
(916) 561-0890

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES FEE PROGRAM NEXUS STUDY

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Tables B-1 - B-7

City of Rancho Cordova
Community Facilities Fee Program Nexus Study

Executive Summary

PURPOSE OF CFF PROGRAM NEXUS STUDY

As new development continues within the City, municipal facilities will be required to serve future development. The City has identified these facilities to include a city hall, a police station and equipment, a community center, a city corporation yard, library facilities, a city museum, and a parking structure. These facilities will be funded through the City's Community Facilities Fee ("the CFF") Program, which contains a separate fee component for each. The CFF Program is described in detail in this Community Facilities Fee Program Nexus Study (the "Nexus Study"). The fee program will apply to all future growth within the City limits.

The City of Rancho Cordova retained Goodwin Consulting Group, Inc. to establish the Rancho Cordova Community Facilities Fee Program. The CFF Program is established through the Nexus Study which ensures that a rational nexus exists between future development in the City and the use and need of the proposed facilities. The CFF Program is compliant with the laws set forth in AB 1600 and ensures that a rational nexus exists between future development in the City and (i) the use and need of the proposed facilities, and (ii) the amount of the development impact fee assigned to future land uses. This CFF Nexus Study demonstrates that a reasonable relationship exists between the development impact fee to be levied on each type of land use and the cost of the facilities attributable to that land use.

FEES INCLUDED IN CFF PROGRAM

The City of Rancho Cordova has determined that the CFF Program is needed to mitigate the impacts of future development on the following municipal facilities:

- City Hall
- Police Station and Vehicles
- Community Center
- Corporation Yard
- Library
- Museum
- Parking Structure

SUMMARY OF THE CFF FEE

The table below summarizes the fee components in the CFF Program as calculated in this report. Note that the library fee component of the CFF will not be levied on development in the Sunrise Douglas Specific Plan area since this area will fund a 20,000 square foot library facility.

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Industrial	$0.04	$0.05	$0.04	$0.01	N/A	N/A	$0.02	$0.01	**$0.17**

(1) The Sunrise Douglas Community Plan Area will not be subject to the library fee since development in this area will fund separate library facilities.

FEE ADJUSTMENTS

The CFF may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or the City's land uses. In addition to such adjustments, the fees will be inflated automatically each year by a predetermined index. The City's building department will determine the specific characteristics of the development at the time development fees are to be levied in order to categorize the development into the proper land use category and to determine the CFF.

I. Introduction

The City of Rancho Cordova (the "City") is located in the eastern central portion of Sacramento County along Highway 50, neighboring the cities of Sacramento and Folsom. On July 1, 2003, Rancho Cordova incorporated and became the seventh city in Sacramento County.

At the time of incorporation, the City assumed full responsibility for a variety of municipal facilities and services, although the County of Sacramento continues to provide some facilities and services. Also upon incorporation, the City assumed responsibility for local planning, including long-range and current planning for land uses and development projects.

The City has deemed it necessary to construct certain municipal facilities that will serve the City's current as well as future populace. Funding for these facilities will come from several sources, including development impact fees, the City's general fund, various reserve funds and other unidentified funding sources. The Community Facilities Fee Program discussed in this report will apply to all future development occurring in the City as well as any development in future City annexations.

PURPOSE OF CFF STUDY

As development continues within the City, municipal facilities will be required to serve the new populace. The City has identified these facilities to include a city hall, a police station and equipment, a community center, a city corporation yard, library facilities, a city museum, and a City parking structure. These facilities will be funded through the City's Community Facilities Fee ("the CFF") Program, which contains a separate fee component for each facility. The CFF Program is described in detail in this Community Facilities Fee Program Nexus Study (the "Nexus Study"). The fee program will apply to all future growth within the City limits. The CFF complies with AB 1600 nexus requirements because the fees are set to mitigate the specific impacts that will result from new development in the City.

The City of Rancho Cordova retained Goodwin Consulting Group, Inc. to establish the Rancho Cordova Community Facilities Fee Program. The CFF Program is established through the Nexus Study which ensures that a rational nexus exists between future development in the City and the use and need of the proposed facilities. The CFF Program is compliant with the laws set forth in AB 1600 and ensures that a rational nexus exists between future development in the City and (i) the use and need of the proposed facilities, and (ii) the amount of the development impact fee assigned to

future land uses. This CFF Nexus Study demonstrates that a reasonable relationship exists between the development impact fee to be levied on each type of land use and the cost of the facilities attributable to that land use.

CFF Program Nexus Requirements (AB 1600)

Assembly Bill (AB) 1600, which was enacted by the State of California in 1987, created Section 66000 et. seq. of the Government Code. AB 1600, also referred to as the Mitigation Fee Act, requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee will be put.
3. Determine how there is a reasonable relationship between:
    A. The fee's use and the type of development project on which the fee is imposed.
    B. The need for the public facility and the type of development project on which the fee is imposed.
    C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The purpose of this CFF Nexus Study is to demonstrate that all components of the Community Facilities Fee comply with AB 1600. The assumptions, methodology, facility standards, costs, and cost allocation factors that were used to establish the nexus between the Community Facilities Fee and the development on which it will be levied are summarized in the subsequent sections of this report.

ORGANIZATION OF REPORT

The remainder of this report has been organized into the following sections:

Section II	Provides a detailed explanation of the methodology used to calculate the impact fee for each fee component in the CFF
Section III	Defines the demographics and land use categories to be used in the application of the fees
Sections IV-X	Provides the details of the costs and fee calculations for the city hall, police, community center, corporation yard, library, museum, and parking structure
Section XI	Provides a summary of the impact fee component rates calculated in this report
Section XII	Addresses future fee adjustments, fee implementation and administrative responsibilities required by the fee program.

II. Fee Methodology

When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical, thorough consideration was applied in the process of determining how the fee relates to the impacts from new development. Various findings must be made to ensure that there is a need for, as well as, a reasonable relationship between the fee amount and the type of development on which that impact fee will be levied. The methodology used to establish this reasonable relationship is defined in the following section of this report.

FEE METHODOLOGY

The City must analyze existing facilities, geographic constraints, and current levels of service in order to identify future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in order to determine the adequacy of existing facilities and the demand for new facilities that will be required. Because the City was recently incorporated, it has no existing facilities and is establishing various existing levels of service through a Needs Assessment Study it has recently commissioned.

The steps used to calculate a fee component of the CFF include the following:

Step 1. Identify existing development within the City and estimate future growth projections for residential and nonresidential development

Step 2. Determine the facilities and the size of the facilities that will be needed to serve projected growth and, if necessary, the existing development in the City

Step 3. Estimate the gross cost of facilities needed to serve the current and future City population and determine that portion of the cost for which future growth will be responsible

Step 4. Subtract revenues available from alternative funding sources such as federal, state, or other funding source, if any, to identify a net facilities cost that will be allocated to future development; at this time, no alternative funding sources of revenue are expected by the City

Step 5. Identify the demand variable that will be used to allocate facilities costs on a benefit rationale basis to each current and future land use; facilities costs in this Nexus Study were allocated on a basis of either persons served (residents plus employees) or residents served for each of the facilities

Step 6. Estimate the total amount of persons or residents served that will be generated by all current and future development land use categories by multiplying the land uses by their assigned demand variables and taking the sum

Step 7. Based on the sum of the demand variables (i.e., persons served or residents served) determine the portion of the facility that benefits current development and future development in the City; based on this benefit determination, allocate the total cost of the facility to current and future development within the City

Step 8. Divide the cost of each facility allocated to future development by the total of the demand variables projected from Step 7 to calculate a cost per person or resident served

Step 9. Multiply the cost per person or resident served by the amount of residents or employees estimated for each land use category to determine the impact fee for that land use category; this Nexus Study contains fees calculated based on residential units and building square footage for nonresidential land use categories

III. Population and Land Use Categories

POPULATION

The City of Rancho Cordova area is expected to experienced significant growth in the near future. As of January 1, 2004, the Department of Finance estimates the City's population to be approximately 57,000. Over the next twenty to twenty-five years, the City expects its population to increase to approximately 175,000 residents.

The City estimates it currently has approximately 55,000 jobs. Job growth over the next twenty to twenty-five years is projected to increase to approximately 64,000 jobs. Current and future population and employment figures as well as persons per household, nonresidential floor area ratios, and building square footage assumptions are presented in Table A-1 of Appendix A.

LAND USE CATEGORIES

The Mitigation Fee Act requires that a reasonable relationship exist between the need for public facilities and the type of development on which an impact fee is imposed. The need for public facilities is related to the level of service demanded, which varies in proportion to the number of residents or employees generated by a particular land use type. Therefore, land use categories have been defined in order to distinguish between relative impacts on facilities. All fee components of the CFF have been calculated per dwelling unit for residential land use categories and per square-foot of building space for non-residential land use categories.

The following land use categories are identified for purposes of the CFF:

Single Family: all single family residential development categories, including duplex units

Multi-Family: all multi-family residential development categories, including residential buildings with three or more units

Commercial: Retail and service businesses, including but is not limited to, shopping centers, general commercial, restaurants, car sales, supermarkets, and gas stations.

Office: Includes, but is not limited to, buildings in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted

Industrial: Contains industrial-type businesses such as manufacturing, fabrication, and warehousing

City staff will make the final determination as to which land use category a particular development type will be assigned. Staff will determine the land use category that corresponds most directly to the development or alternatively, can determine that none of the land use categories in this Nexus Study adequately correspond to the development in question and may work in conjunction with the City Engineer or other staff members to determine the applicable fee amounts.

IV. City Hall Fee Component of the CFF

This section of the report identifies the facilities, costs, and the fee rates required to fund a new city hall. The city hall fee component of the CFF meets the AB 1600 nexus requirements, as discussed in the table below.

AB 1600 Nexus Test for the City Hall Fee Component of the CFF	
Identify Purpose of Fee	Funding for a new city hall building, furnishings, equipment, land acquisition, and financing costs
Identify Use of Fee	Fee revenue from future development will fund a fair share portion of the construction, land acquisition, and financing of the city hall facilities costs. The City will contribute funding for a portion of this facility to pay for the existing development's fair share of the costs.
Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed.	New residential and commercial development will generate additional residents and employees in the City of Rancho Cordova that will increase the demand for additional City administrative staff. Additional City personnel will be housed at the new city hall building. A portion of the impact fees collected from the CFF, as well as contributions from other City sources, will be used to fund this facility.

ASSUMPTIONS

The City currently leases sufficient office space for its administrative functions to serve the City's current population. However, as the City experiences significant population growth, additional city staff will be necessary to serve the future population. In turn, the additional staff will require additional building space, furnishings and equipment, creating a need for a new city hall.

Table A-2 in Appendix A shows the assumptions used in the calculation of the city hall fee component of the CFF. The upper section of this table shows the estimated population and employment numbers that currently exist in the City as well as future population and employment numbers in the City within the next twenty to twenty-five years. City hall costs are allocated based on residents and employees since residential and nonresidential developments benefit from municipal services.

A "persons served" figure is used to estimate development impacts for city hall facilities. The persons served factor is defined as the residential population impacts plus employee impacts. The impact of employees as compared to residents is quantified by assuming the average employee is at his or her job approximately 40 hours per week. The calculation below shows that one employee can be assumed to equal approximately 0.24 residents.

Employee: 40 hrs/week ÷ 168 hrs in a week = 0.24 residents

The impact of an employee can be assumed to equal that of approximately 0.24 residents. Multiplying 0.24 by the 63,967 employees estimated within the City in twenty to twenty-five years produces an equivalent of 15,352 residents. Therefore, the total persons served in the City in twenty to twenty-five years will be 174,900 + 15,352 = 190,252.

Future Facility Requirements and Costs

The City hired the team of Chong / Partners Architecture & Daniel C. Smith and Associates to complete a Needs Assessment Study (the "Study") which examined facilities at various cities. The Study reviewed municipal facilities at cities with population levels of 100,000, 140,000, and 175,000. It was determined that the 175,000 population level was the most applicable to Rancho Cordova since development projections estimate that the City will have a population of approximately 175,000 in about twenty to twenty-five years. Various municipal facilities were reviewed in several cities from which the Needs Assessment Study proposed facilities size and cost estimates for Rancho Cordova.

In order to estimate future city hall space requirements, the consultants estimated the projected number of staff that would be employed by the City with a population of 175,000. The Study estimated that the City would need 152 staff members and consultants (not including police employees) based on suggested staffing ratios of 0.54 general government employees per 1,000 residents and 0.33 community development employees per 1,000 residents.

Based on these staffing levels and assuming a space requirement of 460 square feet of building space per employee, the City will require approximately 70,000 square feet of building space when the City's population reaches 175,000.

Based on industry averages for city hall construction costs and construction industry practices, the Needs Assessment Study estimated that the future cost of the city hall building will be, on average, $389 per square foot. This amount includes the cost of the building, furniture, fixtures, equipment, site construction, surface parking, and other indirect costs. Applying this cost to the 70,000 square feet of building space required for the new city hall produces a total cost of $27.2 million. Adding land costs of $1.63 million brings the total cost for a new city hall to $28.9 million.

The financing cost for the new city hall was calculated based on the Study's estimate that funding for this facility will be needed in 2008. As a result, fee revenues will be collected over the next several years and therefore, approximately 80% of the total cost will need to be debt financed. The financing cost calculation assumes an average interest rate of 6.0%, a 15-year bond term, and annual inflation of 3.5%. This translates into a financing cost present value of approximately $5.7 million.

The total cost associated with the new city hall building, including financing, is approximately $34.5 million. Dividing the total cost by the 190,252 persons served at buildout produces an average cost of $181 per person served. Because existing and future residents and employees will benefit from the new city hall, the total cost must be allocated to each group. Table A-2 shows that approximately $12.7 million is allocated to existing development in the City and $21.8 million to future development. This cost allocation is based on the distribution of persons served as of January 2004 compared to persons served when the City's residential population reaches 175,000. The City must provide funding for the $12.7 million allocated to the existing City development since this cost cannot be funded by future development.

CITY HALL FEE COMPONENT

The bottom section of Table A-2 shows the calculation of the city hall fee component of the CFF. Applying the $181 per person served cost to the average number of persons per household for each residential land use category yields impact fee rates of $522 per single family unit, and $408 per multi-family unit.

For non-residential development, multiplying the person served cost of $181 by 0.24 to account for the reduced impact from employees, produces a cost of $43 per employee. Dividing $43 per employee by the number of square feet per employee for each nonresidential land use category produces fee rates of $0.09 per square foot of commercial space, $0.14 per square foot of office space, and $0.04 per square foot of industrial space.

V. *Police Fee Component of the CFF*

This section of the report identifies the facilities, costs, and CFF fee component required to fund a police station and police vehicles to serve the City at the 175,000 population level. The police fee component of the CFF calculated in this section meets the AB 1600 nexus requirement, as outlined in the table below.

AB 1600 Nexus Test for the Police Fee Component of the CFF	
Identify Purpose of Fee	Funding for a police station, land acquisition, financing costs and police vehicles
Identify Use of Fee	Fee revenue from new development will fund a fair share portion of the financing, land acquisition, and construction of a police station, and the purchase of police vehicles. The City will contribute funding for a portion of this facility to pay for the existing development's fair share of the cost.
Determine how there is a reasonable relationship between the need for the public facility, the use and amount of the fee, and the type of development project on which the fee is imposed.	New residential and commercial development will generate additional residents and employees in the City of Rancho Cordova. This will increase demand for additional police services and facilities. Additional personnel cannot be housed at the current facility, and therefore, a new police station will be needed. The additional personnel will also require vehicles to patrol the City. A portion of the CFF collected from new development and contributions from the City will be used to fund this facility and vehicles.

ASSUMPTIONS

Table A-3 in Appendix A shows the assumptions used in the calculation of the police fee component of the CFF. The upper section of this table shows the estimated population and employment as of January 1, 2004 and at the 175,000 population level. The allocation of police facility costs utilizes residents and employees as the allocation factor since both residential and non-residential properties

require police protection services and, therefore, both will benefit from the construction of these facilities. Similar to the city hall, a persons served factor is used to estimate future police impacts to the City. Assuming one employee equals approximately 0.24 residents, there will be 190,252 persons served at buildout.

FUTURE FACILITY REQUIREMENTS AND COSTS

Through a comparison of police departments at various cities, the Needs Assessment Study utilized a police staffing level of 1.3 sworn and 0.6 non-sworn staff per thousand residents to determine facilities needs and sizing. Multiplying this figure by the 175,000 residents, the Needs Assessment Study suggests that a total of 228 sworn and 105 non-sworn staff will be required for police staff.

The Study suggests an average police facility allows for 275 square feet per police staff member. Using this space planning figure in conjunction with the projected number of officers required at the 175,000 population level (228 sworn and 105 non-sworn) indicates the new police facility will need to be approximately 92,000 square feet in size.

The Study recommends a police facilities cost estimate of $289 per square foot. This includes the cost of construction, site development, parking, indirect costs, as well as all furnishings, fixtures, and equipment ("FFE"). Multiplying $289 per square foot by 92,000 square feet produces a total facility cost of $26.6 million. Adding land costs of $1.4 million brings the total cost of a new police station to approximately $28.0 million.

Police station financing assumed that construction of the new station will not occur for several years, by which time fee revenue will have accumulated and be available to fund a portion of the total facility cost. As a result, the financing cost for the police station was calculated assuming that 75% of the station costs will be debt finance. Interest costs for debt financing assume a 15-year term with an average interest rate of 6.0%. The total present value of the financing cost for the police station is approximately $5.1 million.

The total cost for the facility, debt financing, and land acquisition is $33.1 million. The City will also require an additional $7.7 million for police vehicles to serve future development in Rancho Cordova. This brings the total cost of police facilities and vehicles to $40.8 million. Approximately $12.2 million of the police facility, financing and land acquisition costs are allocated to existing development, which leaves future development responsible for the remaining $20.9 million plus the $7.7 million for police vehicles. Dividing the $28.6 million total by the 120,052 persons served from future development provides a cost allocation of $238 per person served.

POLICE FEE COMPONENT

The bottom section of Table A-3 shows the calculation of the police fee component of the CFF. Applying the $238 cost per person served to the average number of persons per household for each residential land use category yields impact fees of $686 per single family unit and $536 per multi-family unit.

For non-residential development, multiplying the person served cost of $238 by 0.24 to account for the reduced impact from employees, produces a cost of $57 per employee. Dividing $57 per employee by the number of square feet per employee for each nonresidential land use category produces fee rates of $0.11 per square foot of commercial space, $0.19 per square foot of office space, and $0.05 per square foot of industrial space.

VI. Community Center Fee Component of the CFF

This section of the report identifies the facilities, costs, and the fee rates required to fund a new community center. The community center fee component meets the AB 1600 nexus requirements, as shown in the table below.

AB 1600 Nexus Test for the Community Center Fee Component of the CFF	
Identify Purpose of Fee	Funding for a new community center building, furnishings, equipment, financing, and the purchase of land
Identify Use of Fee	Fee revenue from future development will fund a fair share portion of the financing and construction of a community center building, equipment, and land acquisition costs. The City will contribute funding for a portion of this facility to pay for the existing development's fair share of the cost.
Determine how there is a reasonable relationship between the need for the public facility, the use and amount of the fee, and the type of development project on which the fee is imposed.	New residential and commercial development will generate additional residents and employees in the City. New residents and employees will increase the demand for community center facilities. Impact fees collected through the CFF from new development and contributions from the City will fund a new City community center.

ASSUMPTIONS

Table A-4 in Appendix A shows the assumptions used in the calculation of the community center fee component of the CFF. The upper section of this table shows the estimated population and employment as of January 1, 2004 and at the 175,000 population level. The allocation of community center costs utilizes residents and employees as the allocation factor since both residential and non-residential properties require community center facilities and, therefore, both will benefit from the construction of these facilities. A persons served figure is used to estimate

future community center impacts to the City. Assuming one employee equals approximately 0.24 residents, there will be 190,252 persons served.

Future Facility Requirements and Costs

The community center will provide common meeting spaces for citizens to engage in civic activities such as neighborhood meetings, lectures, community workshops, and social gatherings. The City's community center will not provide recreation-type activities; these activities will be provided through the parks department community centers.

The Needs Assessment Study estimates approximately 450 square feet for every thousand residents will be required for the community center. Applying this ratio would yield a 78,000-square foot facility. The services and facilities provided by the community center will benefit the residents and employees of the entire City, and therefore, both existing and future development will share in the funding of the facility.

Table A-4 in Appendix A shows the estimated cost of the community center to be approximately $36.0 million. This includes land acquisition costs of more than $3.5 million. Financing costs are estimated to be $5.7 million after adjusting for inflation, based on funding 65% of the facility cost, an average 6.0% interest rate, a 15-year bond term and 3.5% annual inflation. The total cost for the community center, including the financing cost, is $41.7 million.

Existing development's share of the new facility cost is approximately $15.4 million; the remaining $26.3 million is allocated to future development. Dividing $26.3 million by the number of future residents and employees expected in the City produces a cost of $219 per person served. Funding sources from the City will be necessary to pay for the $15.4 million community center costs attributed to existing development.

COMMUNITY CENTER FEE COMPONENT

The bottom section of Table A-4 shows the calculation of the community center fee component of the CFF. Applying the $219 per person served cost to the average number of persons per household for each residential land use category yields fee rates of $631 per single family unit, and $493 per multi-family unit.

For non-residential development, multiplying the person served cost of $219 by 0.24 to account for the reduced impact from employees, produces a cost of $53 per employee. Dividing $53 per employee by the number of square feet per employee for each nonresidential land use category produces fee rates of $0.11 per square foot of commercial space, $0.18 per square foot of office space, and $0.04 per square foot of industrial space.

VII. Corporation Yard Fee Component of the CFF

The City has determined that constructing its own corporation yard will be in its best interest as the City continues to grow. The corporation yard component of the CFF calculated in this section of the report meets the AB 1600 nexus requirements, as outlined in the table below.

AB 1600 Nexus Test for the Corporation Yard Fee Component of the CFF	
Identify Purpose of Fee	Funding for corporation yard building, furnishings, equipment, financing, and the purchase of land
Identify Use of Fee	Fee revenue from new development will fund a portion of the construction, land acquisition, and debt financing of the new corporation yard. The City will contribute funding for a portion of this facility to pay for the City existing development's fair share of the cost.
Determine how there is a reasonable relationship between the need for the public facility, the use and amount of the fee, and the type of development project on which the fee is imposed.	New residential and commercial development will generate additional residents and employees that will create demand for services provided by the City. This in turn, requires the procurement of a corporation yard for maintenance and storage of City vehicles and equipment. The services provided from this facility will benefit future and existing residents and employees in Rancho Cordova. Impact fees collected through the CFF from new development, as well as funding from the City for existing development's fair share will be used to fund this facility.

FUTURE FACILITY REQUIREMENTS AND COSTS

The City's corporation yard will be a stand-alone facility and will include maintenance facilities to support services provided by the City. Potential services to be provided by the City include street and road maintenance, tree and landscaping services, vehicle and building maintenance, and central supplies. The corporation yard will not provide sewer, water or public transportation services as these are provided by regional or district agencies. The City anticipates waste management services

will be contracted out, therefore, waste management services will not be provided by the corporation yard. The vehicle maintenance function would be linked to the City providing in-house police department operations. The Needs Assessment Study estimates approximately 300 square feet per thousand residents will be needed for the city corporation yard. Applying this ratio yields a 52,000 square foot facility on approximately 4 acres. The services and facilities housed in the corporation yard will benefit the residents and employees of the entire City, and therefore, both existing and future development will share in the funding of the facility.

Table A-5 in Appendix A shows the estimated cost for the corporation yard is approximately $10.6 million. This includes land acquisition costs of more than $1.8 million. Financing costs are estimated to be $1.7 million after adjusting for inflation, based on funding 65% of the facility cost, an average 6.0% interest rate, a 15-year bond term and 3.5% annual inflation. The total cost for the corporation yard, including the financing cost, is $12.3 million.

The City's fair share of the facility cost is approximately $4.5 million; the remaining $7.8 million is allocated to future development. Dividing $7.8 million by the number of future residents and employees expected in the City produces a cost of $65 per person served. The City will need to identify funding sources for the $4.5 million corporation yard costs attributed to existing development in the City.

Corporation Yard Fee Component

The bottom section of Table A-5 shows the calculation of the corporation yard fee component of the CFF. Multiplying the $65 cost per future person served by the average number of persons living in each type of residential unit produces a fee rate of $188 per single family unit and $147 per multi-family unit.

For non-residential development, multiplying the person served cost of $65 by 0.24 to account for the reduced impact from employees, produces a cost of $16 per employee. Dividing $16 per employee by the number of square feet per employee for each land use category produces fee rates of $0.03 per square foot of commercial space, $0.05 per square foot of office space, and $0.01 per square foot of industrial space.

VIII. Library Fee Component of the CFF

This section of the report identifies the facilities, costs, and fee component of the CFF for library facilities. The library facilities fee component meets the AB 1600 nexus requirements, as discussed in the table below.

AB 1600 Nexus Test for the Library Fee Component of the CFF	
Identify Purpose of Fee	Funding for a library building, furnishings, equipment, books, financing, and the purchase of land
Identify Use of Fee	Fee revenue from new development will fund a fair share portion of the financing and construction of the Rancho Cordova library. The City will contribute funding for a portion of this facility to pay for the existing development's fair share of the cost.
Determine how there is a reasonable relationship between the need for the public facility, the use and amount of the fee, and the type of development project on which the fee is imposed.	New residential development will generate additional residents in the City. These residents will increase the demand for additional library facilities. Impact fees collected through the CFF, as well as funding from the City for existing development's fair share will be used to fund this facility.

ASSUMPTIONS

Currently, there are no libraries within the City of Rancho Cordova. The Sunrise Douglas Community Plan (the SDCP") area, a new development within the City, includes plans to build a 20,000 square foot library to serve its residents. Additional library facilities outside of the Sunrise Douglas Community Plan area will be required to serve existing as well as future residents in the City.

Future Library Facility Requirements and Costs

The Needs Assessment Study estimates 110,400 square feet of library space will be needed to serve the City's future population. The facility has been identified a regional library that will serve a population much greater than the 175,000 level for which the other facilities in the Study have been sized. The regional facility will contain an estimated 500,000 book collection. Based on this number and the Study's library volumes ratio of 1,800 books per 1,000 residents, this regional facility and the SDCP library will serve a total population of approximately 275,000. This 275,000 population level was used to allocate the cost of the regional library to existing and future development.

The library facility cost estimate provided in the Needs Assessment Study is approximately $359 per square foot of library space. This includes the cost of construction, site development, parking, indirect costs, land acquisition, as well as all furnishings, fixtures, and book costs. Table A-6 in Appendix A shows the estimated cost for the library is approximately $39.6 million. This includes land acquisition costs of approximately $2.7 million. The financing cost is estimated to be $7.3 million after adjusting for inflation. The total cost for the library, including the financing cost, is $46.9 million.

Existing development's share of the new facility cost is approximately $9.7 million; the remaining $37.2 million is allocated to future development. Dividing $37.2 million by the number of future residents expected to be served by this facility produces a cost of $170 per person served. Funding sources from the City will be identified to pay for the $9.7 million library costs attributed to existing development.

LIBRARY FEE COMPONENT

Table A-6 shows the calculation of the library fee component of the CFF. Multiplying $170 per future resident by the average number of persons per household for each residential land use category produces library fee rates of $490 per single family unit and $383 per multi-family unit. Non-residential land uses will not be levied a library fee since they typically generate an insignificant impact on library services.

It should be noted that because development in the Sunrise Douglas Community Plan area will fund a 20,000 square foot library, it will not be subject to the library fee component of the CFF; the area will be subject to all the other fees in the CFF. Also, because the Needs Assessment Study recommended a total of 110,400 square feet of library space to serve the City, and because the SDCP area will construct a 20,000 square foot library facility, the regional library facility need only contain approximately 90,400 square feet.

IX. Museum Fee Component of the CFF

This section of the report identifies the facilities, costs, and the fee rates required to fund a City museum. The museum fee component meets the AB 1600 nexus requirements, as shown in the table below.

AB 1600 Nexus Test for the Museum Fee Component of the CFF	
Identify Purpose of Fee	Funding for a museum building, furnishings, equipment, financing, and the purchase of land
Identify Use of Fee	Fee revenue from new development will fund a fair share portion of the financing and construction of a city museum and land acquisition costs. The City will contribute funding for a portion of this facility to pay for the existing development's fair share of the cost.
Determine how there is a reasonable relationship between the need for the public facility, the use and amount of the fee, and the type of development project on which the fee is imposed.	New residential development will generate additional residents in the City. These residents will increase the demand for cultural facilities such as a city museum. Impact fees collected through the CFF from new development and funding from the City for existing development's fair share will fund the new museum.

ASSUMPTIONS

Table A-7 in Appendix A shows the assumptions used in the calculation of the museum fee component of the CFF. The upper section of this table shows the estimated population as of January 1, 2004 and at the 175,000 population level. The allocation of museum costs utilizes residents as the allocation factor since residents primarily will benefit from cultural facilities; therefore, nonresidential development will not be levied a museum fee.

Future Facility Requirements and Costs

The Needs Assessment Study estimates that a 32,375-square foot museum will be needed to serve the city at the 175,000 population level. The recommended museum facility cost, based on data in the Needs Assessment Study, is approximately $295 per square foot. This includes the cost of construction, land acquisition, site development, parking, indirect costs, as well as all furnishings, fixtures and equipment costs. Table A-7 in Appendix A shows the estimated cost of the museum is approximately $10.9 million. This includes land acquisition costs of approximately $1.4 million. Financing costs are estimated to be $2.0 million after adjusting for inflation. The total cost of the museum, including the financing cost, is $12.9 million.

Existing development's share of the new facility cost is approximately $4.2 million; the remaining $8.7 million is allocated to future development. Dividing $8.7 million by the number of future residents expected in the City produces a cost of $74 per future resident. The City will need to identify a revenue source to fund the remaining $4.2 million allocated to existing development for its share of the museum cost.

Museum Fee Component

Table A-7 shows the calculation of the museum fee component of the CFF. Multiplying $74 per future resident by the average number of persons per household for each residential land use category produces CFF museum fee rates of $214 per single family unit and $167 per multi-family unit.

Non-residential land uses will not be levied a museum fee since they typically generate an insignificant impact for museum facilities.

VI. Parking Structure Fee Component of the CFF

This section of the report identifies the facilities, costs, and the fee rates required to fund a new City parking structure. The parking structure fee component meets the AB 1600 nexus requirements, as shown in the table below.

AB 1600 Nexus Test for the Parking Structure Fee Component of the CFF	
Identify Purpose of Fee	Funding for a parking structure, financing, and the purchase of land
Identify Use of Fee	Fee revenue will fund a fair share portion of the financing and construction of a parking structure and land acquisition costs. The City will contribute funding for a portion of this facility to pay for the City existing development's fair share of the cost.
Determine how there is a reasonable relationship between the need for the public facility, the use and amount of the fee, and the type of development project on which the fee is imposed.	New residential and commercial development will generate additional residents and employees that will create demand for municipal facilities in the City. This in turn will generate additional parking needs for employees and residents. The parking facility will benefit future and existing residents and employees in Rancho Cordova. Impact fees collected through the CFF from new development, as well as contributions from other City sources will be used to fund this facility.

FUTURE FACILITY REQUIREMENTS AND COSTS

The Needs Assessment Study estimates that 368 parking stalls will be needed to serve the City's population. Table A-8 in Appendix A shows the estimated cost for the parking structure is approximately $12.1 million. This includes land acquisition costs of approximately $0.9 million. Financing costs are estimated to be $2.4 million after adjusting for inflation. The total cost of the parking structure, including the financing cost, is $14.4 million.

Existing development's share of the new facility cost is approximately $5.3 million; the remaining $9.1 million is allocated to future development. Dividing $9.1 million by the number of future residents and employees expected in the City produces a cost of $76 per person served. The City will need to identify funding sources to pay for the $5.3 million parking structure costs attributed to existing development.

Parking Structure Fee Component

Table A-8 shows the calculation of the parking structure fee component of the CFF. Multiplying $76 per future resident by the average number of persons per household for each residential land use category produces CFF component rates of $219 per single family unit and $171 per multi-family unit.

For non-residential development, multiplying the person served cost of $77 by 0.24 to account for the reduced impact from employees produces a cost of $18 per employee. Dividing $18 per employee by the number of square feet per employee for each land use category produces fee rates of $0.04 per square foot of commercial space, $0.06 per square foot of office space, and $0.02 per square foot of industrial space.

IX. Fee Component Summary

The table below summarizes the fee components of the CFF calculated in this report. A 3.75% City administration fee for the CFF is included to pay for the administrative duties associated with the CFF. Note that the library fee component of the CFF will not be levied on development in the Sunrise Douglas Specific Plan area since this area will fund a 20,000 square foot library facility.

	City Hall	Police	Community Center	Corp. Yard	Library (1)	Museum	Parking Structure	Admin (3.75%)	Total CFF
Residential					*Per Unit*				
Single Family	$522	$686	$631	$188	$490	$214	$219	$111	**$3,061**
Multi-Family	$408	$536	$493	$147	$383	$167	$171	$86	**$2,391**
Non-Residential					*Per Building SF*				
Commercial	$0.09	$0.11	$0.11	$0.03	N/A	N/A	$0.04	$0.01	**$0.39**
Office	$0.14	$0.19	$0.18	$0.05	N/A	N/A	$0.06	$0.02	**$0.64**
Industrial	$0.04	$0.05	$0.04	$0.01	N/A	N/A	$0.02	$0.01	**$0.17**

(1) The Sunrise Douglas Community Plan Area will not be subject to the library fee since development in this area will fund separate library facilities.

X. Ongoing Administration of the CFF Program

Fee Adjustments

The CFF will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or land use projections. In addition to such adjustments, in January of each calendar year, the CFF for each type of development will automatically be adjusted by the change in the 20-city CCI as reported in the Engineering News Record for the twelve-month period ending October of the prior year. For example, the adjustment for January 2005 will be determined by calculating the change from October 2003 to October 2004 in the 20-city CCI.

The fee categories summarized in the prior section may not be applicable to specialized development projects in the City. For example, development of a golf course or stadium would not fall under one of the fee categories in this Nexus Study. For specialized or unique development projects, the City staff, in conjunction with the City engineer, will review the impacts of the specialized development and decide on applicable fee rates for the various CFF components.

Certain redevelopment projects may also be eligible for a fee adjustment. If, for example, a project applicant demolishes an existing 10,000 square foot building and rebuilds a 20,000 square foot building of the same land use, the applicant may be eligible for a waiver of 50% of the CFF. If a redevelopment project results in a change of land use on a particular parcel, City staff will determine the appropriate CFF adjustment to reflect the different impact characteristics of the original and new land uses. City staff, in conjunction with the City Engineer, will review redevelopment requests for fee adjustments on a case-by-case basis.

Fee Credits and Reimbursements

Fee credits and reimbursements will be available as part of the CFF Program, although it is not anticipated that CFF facilities will be constructed by developers. Credits and reimbursements, if any, will be determined on a case-by-case basis through a development agreement.

ANNUAL ADMINISTRATIVE DUTIES

The Government Code requires the City to report every year and every fifth year certain financial information regarding the fees. The City must make available within 180 days after the last day of each fiscal year the following information for the prior fiscal year:

(a) A brief description of the type of fee in the account or fund

(b) The amount of the fee

(c) The beginning and ending balance in the account or fund

(d) The amount of the fee collected and the interest earned

(e) An identification of each public improvement for which fees were expended and the amount of expenditures

(f) An identification of an approximate date by which time construction on the improvement will commence if it is determined that sufficient funds exist to complete the project

(g) A description of each interfund transfer or loan made from the account and when it will be repaid

(h) Identification of any refunds made once it is determined that sufficient monies have been collected to fund all fee-related projects

The City must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

(1) Identify the purpose to which the fee is to be put

(2) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged

(3) Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements

(4) Designate the approximate dates on which funding in item (3) above is expected to be deposited into the fee account

As with the annual disclosure, the five-year report must be made public within 180 days after the end of the City's fiscal year and must be reviewed at the next regularly scheduled public meeting. These findings must be made by the City otherwise the law requires that the City refund the money to the then current record owners of the development projects on a prorated basis.

INTERFUND TRANSFERS

It is recommended that the City adopt a policy that will allow for the transfer of CFF fee revenues between CFF component fee funds. This will provide greater funding flexibility and facilitate the timely phasing of improvements by allowing fees to be combined and used as necessary.

APPENDIX A

Community Facilities Fee Calculations

Table A-1
Rancho Cordova Land Uses

Existing Development as of January 1, 2004

Residents	57,000
Total Employees	55,000

Future Development in Rancho Cordova

Residential	**Units**	**Pop**	**PPH**
Single Family	35,000	100,800	2.88
Multifamily	7,600	17,100	2.25
Subtotal	42,600	117,900	--

Nonresidential	**Floor Area Ratio**	**Building SF**	**Employees**	**SF/Emp.**
Commercial	0.25	1,400,000	2,800	500
Office	0.30	1,600,000	5,333	300
Industrial	0.40	1,000,000	833	1,200
Total Employees			8,967	--

Total Existing & Future Residents and Employees

Total Residents	174,900
Total Employees	63,967

Source: City of Rancho Cordova; Goodwin Consulting Group, Inc.

Table A-2
City Hall Fee

1. *Assumptions*	Year:	2004	Future Total
Estimated Rancho Cordova Population		57,000	174,900
Estimated Rancho Cordova Employment		55,000	63,967
Equivalent Employees (1)		0.24	0.24
Employee Persons Served		13,200	15,352
Total Persons Served		**70,200**	**190,252**

2. Cost Assumptions	
Cost of City Hall (including land acquisition)	$28,865,000
Financing Costs (3)	$5,661,000
Total Facilities Cost	**$34,526,000**
Total Cost Allocated to Existing Rancho Cordova Development	$12,740,000
Total Cost Allocated to Future Rancho Cordova Development	**$21,786,000**
Cost Per Person Served (Resident & Employee Population) at Build Out	**$181**

3. *Impact Fee Calculation*

Residential	Persons per Household	Cost per Person Served	Impact Fee per Unit
Single Family	2.88	$181	**$522**
Multifamily	2.25	$181	**$408**

Nonresidential	Sq Ft per Employee	Cost per Person Served	Impact Fee per SF
Commercial	500	$43	**$0.09**
Office	300	$43	**$0.14**
Industrial	1,200	$43	**$0.04**

(1) 1.0 employee equals 0.24 residents.

(2) Figure is based on the City of Rancho Cordova Needs Assessment Report.

(3) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 80% of the total facility cost was assumed to be debt financed.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table A-3
Police Fee

1. *Assumptions*	Year:	2004	Future Total
Estimated Rancho Cordova Population		57,000	174,900
Estimated Rancho Cordova Employment		55,000	63,967
Equivalent Employees (1)		0.24	0.24
Employee Persons Served		13,200	15,352
Total Persons Served		**70,200**	**190,252**

2. *Police Facility & Equipment Cost Calculation*		
Size of Building (square feet) (2)		92,000 sf
Estimated Cost of Police Station (including land acquisition)		$27,971,000
Financing Costs (3)		$5,143,000
Total Facilities Cost		**$33,114,000**
Estimated Cost of Police Vehicles		
Estimated Sworn Officers Required (2)		333
	Vehicles per Sworn Officer	Estimated Cost per Vehicle
Marked & Unmarked Patrol Cars	0.62	$50,000
Motorcycles	0.10	$18,000
Support Vehicles	0.06	$25,000
Total Police Station Cost Allocated to Existing Rancho Cordova		$12,219,000
Total Police Station Cost Allocated to Future Development		$20,895,000
Total Estimated Cost of Police Vehicles Allocated to Future Development		$7,700,000
Total Cost Allocated to Future Development in Rancho Cordova		**$28,595,000**
Cost Per Future Person Served (Resident & Employee Population) at Build Out		**$238**

3. *Police Impact Fee Component*	Persons per Household	Cost per Future Person	Impact Fee per Unit
Residential			
Single Family	2.88	$238	**$686**
Multifamily	2.25	$238	**$536**
	Sq Ft per Employee	**Cost per Person Served**	**Impact Fee per SF**
Nonresidential			
Commercial	500	$57	**$0.11**
Office	300	$57	**$0.19**
Industrial	1,200	$57	**$0.05**

(1) 1.0 employee equals 0.24 residents.

(2) Figure is based on the City of Rancho Cordova Needs Assessment report.

(3) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 75% of the total facility cost was assumed to be debt financed.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table A-4
Community Center Fee

1. *Assumptions*	Year:	2004	Future Total
Estimated Rancho Cordova Population		57,000	174,900
Estimated Rancho Cordova Employment		55,000	63,967
Equivalent Employees (1)		0.24	0.24
Employee Persons Served		13,200	15,352
Total Persons Served		**70,200**	**190,252**

2. *Community Center Facility Cost Calculation*	
Size of Building (square feet) (2)	78,000 sf
Estimated Cost of Community Center (including land acquisition)	$35,985,000
Financing Costs (2)	$5,734,000
Total Facilities Cost	**$41,719,000**
Total Community Center Cost Allocated to Existing Rancho Cordova	$15,394,000
Total Cost Allocated to Future Development in Rancho Cordova	**$26,325,000**
Cost Per Future Person Served (Resident & Employee Population) at Build Out	**$219**

3. *Community Center Impact Fee Component*

	Persons per Household	Cost per Future Person	Impact Fee per Unit
Residential			
Single Family	2.88	$219	**$631**
Multifamily	2.25	$219	**$493**
	Sq Ft per Employee	**Cost per Person Served**	**Impact Fee per SF**
Nonresidential			
Commercial	500	$53	**$0.11**
Office	300	$53	**$0.18**
Industrial	1,200	$53	**$0.04**

(1) 1.0 employee equals 0.24 residents.

(2) Figure is based on the City of Rancho Cordova Needs Assessment report.

(3) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 65% of the total facility cost was assumed to be debt financed.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table A-5
Corporation Yard Fee

1. *Assumptions*	Year:	2004	Future Total
Estimated Rancho Cordova Population		57,000	174,900
Estimated Rancho Cordova Employment		55,000	63,967
Equivalent Employees (1)		0.24	0.24
Employee Persons Served		13,200	15,352
Total Persons Served		**70,200**	**190,252**

2. Cost Assumptions	
Size of Building (square feet) (2)	52,000 sf
Cost of Corporation Yard (including land acquisition)	$10,629,000
Financing Costs (3)	$1,694,000
Total Facilities Cost	**$12,323,000**
Total Cost Allocated to Existing Rancho Cordova Development	$4,547,000
Total Cost Allocated to Future Rancho Cordova Development	**$7,776,000**
Cost Per Person Served (Resident & Employee Population) at Build Out	**$65**

3. *Impact Fee Calculation*

Residential	Persons per Household	Cost per Person Served	Impact Fee per Unit
Single Family	2.88	$65	**$188**
Multifamily	2.25	$65	**$147**

Nonresidential	Sq Ft per Employee	Cost per Person Served	Impact Fee per SF
Commercial	500	$16	**$0.03**
Office	300	$16	**$0.05**
Industrial	1,200	$16	**$0.01**

(1) 1.0 employee equals 0.24 residents.

(2) Figure is based on the City of Rancho Cordova Needs Assessment report.

(3) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 65% of the total facility cost was assumed to be debt financed.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table A-6
Library Fee

1. *Assumptions*	Year:	2004	Future Total	
Estimated Rancho Cordova Population		57,000	275,000	(1)
Estimated Rancho Cordova Employment		55,000	63,967	
Equivalent Employees (2)		0.00	0.00	
Employee Persons Served		0	0	
Total Persons Served		**57,000**	**275,000**	

2. *Library Facility Cost Calculation*		
Size of Building (square feet) (3)	110,400	sf
Estimated Cost of Library (including land acquisition)	$39,585,050	
Financing Costs (4)	$7,278,000	
Total Facilities Cost	**$46,863,050**	
Total Library Cost Allocated to Existing Rancho Cordova	$9,713,000	
Total Cost Allocated to Future Development in Rancho Cordova	**$37,150,050**	
Cost Per Future Resident at Build Out	**$170**	

3. *Library Impact Fee Component (5)*	Persons per Household	Cost per Future Person	Impact Fee per Unit
Residential			
Single Family	2.88	$170	**$490**
Multifamily	2.25	$170	**$383**
Nonresidential	**Sq Ft per Employee**	**Cost per Person Served**	**Impact Fee per SF**
Commercial	500	na	**na**
Office	300	na	**na**
Industrial	1,200	na	**na**

(1) The future population served by the regional library was determined based on the size of the library.
(2) It is assumed that residents are the primary beneficiaries of library facilities.
(3) Figure is based on the City of Rancho Cordova Needs Assessment report.
(4) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 75% of the total facility cost was assumed to be debt financed.
(5) Development in the Sunrise Douglas Community Plan area will not be levied the Library fee component of the CFF since they will fund a separate library for the SDCP area.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table A-7
Museum Fee

1. *Assumptions*	Year:	2004	Future Total
Estimated Rancho Cordova Population		57,000	174,900
Estimated Rancho Cordova Employment		55,000	63,967
Equivalent Employees (1)		0.00	0.00
Employee Persons Served		0	0
Total Persons Served		**57,000**	**174,900**

2. Cost Assumptions	
Size of Building (square feet) (2)	32,375 sf
Cost of Museum (including land acquisition)	$10,929,000
Financing Costs (3)	$2,009,000
Total Facilities Cost	**$12,938,000**
Total Cost Allocated to Existing Rancho Cordova Development	$4,217,000
Total Cost Allocated to Future Rancho Cordova Development	**$8,721,000**
Cost Per Future Resident at Build Out	**$74**

3. *Impact Fee Calculation*

Residential	Persons per Household	Cost per Person Served	Impact Fee per Unit
Single Family	2.88	$74	**$214**
Multifamily	2.25	$74	**$167**

Nonresidential	Sq Ft per Employee	Cost per Person Served	Impact Fee per SF
Commercial	500	na	**na**
Office	300	na	**na**
Industrial	1,200	na	**na**

(1) 1.0 employee equals 0.24 residents.

(2) Figure is based on the City of Rancho Cordova Needs Assessment report.

(3) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 75% of the total facility cost was assumed to be debt financed.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table A-8
Parking Structure Fee

1. *Assumptions*	Year:	2004	Future Total
Estimated Rancho Cordova Population		57,000	174,900
Estimated Rancho Cordova Employment		55,000	63,967
Equivalent Employees (1)		0.24	0.24
Employee Persons Served		13,200	15,352
Total Persons Served		**70,200**	**190,252**

2. Cost Assumptions	
Total Site Square Footage (2)	89,725 sf
Cost of Parking Structure (including land acquisition)	$12,052,000
Financing Costs (3)	$2,364,000
Total Facilities Cost	**$14,416,000**
Total Cost Allocated to Existing Rancho Cordova Development	$5,319,000
Total Cost Allocated to Future Rancho Cordova Development	**$9,097,000**
Cost Per Person Served (Resident & Employee Population) at Build Out	**$76**

3. *Impact Fee Calculation*

Residential	Persons per Household	Cost per Person Served	Impact Fee per Unit
Single Family	2.88	$76	**$219**
Multifamily	2.25	$76	**$171**

Nonresidential	Sq Ft per Employee	Cost per Person Served	Impact Fee per SF
Commercial	500	$18	**$0.04**
Office	300	$18	**$0.06**
Industrial	1,200	$18	**$0.02**

(1) 1.0 employee equals 0.24 residents.

(2) Figure is based on the City of Rancho Cordova Needs Assessment report.

(3) A financing cost was estimated assuming an average interest rate of 6.0%, a 15 year bond term, and an annual inflation factor of 3.5%; 80% of the total facility cost was assumed to be debt financed.

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

APPENDIX B

Community Facilities and Costs

Table B-1
City Hall Facility Costs

	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	163,000 sf	$2.00	$326,000
Facility Construction	70,000 sf	$250.00	$17,500,000
Parking	66,450 sf	$10.00	$664,500
Design Contingency @ 10%	-	-	$1,849,050
Subtotal		**$262.00**	**$20,339,550**
Indirect Costs			
Arch/Engineering Fees	-	7.5%	$1,525,466
Other Consultant Fees	-	2.0%	$406,791
Project Administration	-	5.0%	$1,016,978
Testing & Inspection	-	2.0%	$406,791
Permits & Plan Review	-	2.0%	$406,791
Soils Testing	-	0.4%	$81,358
Data Communication	-	5.0%	$1,016,978
Furniture, Fixtures & Equipment	-	10.0%	$2,033,955
Subtotal			**$6,895,107**
Total Building Cost			**$27,234,663**
Land Cost	163,000 sf	$10.00	**$1,630,000**
Total Cost			**$28,865,000**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates

Table B-2
Police Facility Costs

	Units		Cost per SF	Total Cost
Direct Costs				
Site Development	141,500	sf	$2.00	$283,000
Facility Construction	92,000	sf	$185.00	$17,020,000
Parking	72,650	sf	$10.00	$726,500
Design Contingency @ 10%	-		-	$1,802,950
Subtotal			**$197.00**	**$19,832,450**
Indirect Costs				
Arch/Engineering Fees	-		7.5%	$1,487,434
Other Consultant Fees	-		2.0%	$396,649
Project Administration	-		5.0%	$991,623
Testing & Inspection	-		2.0%	$396,649
Permits & Plan Review	-		2.0%	$396,649
Soils Testing	-		0.4%	$79,330
Data Communication	-		5.0%	$991,623
Furniture, Fixtures & Equipment	-		10.0%	$1,983,245
Subtotal				**$6,723,201**
Total Building Cost				**$26,555,657**
Land Cost	141,500	sf	$10.00	**$1,415,000**
Total Cost				**$27,971,000**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates

Table B-3
Community Center Facility Costs

	Units		Cost per SF	Total Cost
Direct Costs				
Site Development	352,000	sf	$2.00	$704,000
Facility Construction	78,000	sf	$250.00	$19,500,000
Parking	183,750	sf	$10.00	$1,837,500
Design Contingency @ 10%	-		-	$2,204,150
Subtotal			**$262.00**	**$24,245,650**
Indirect Costs				
Arch/Engineering Fees	-		7.5%	$1,818,424
Other Consultant Fees	-		2.0%	$484,913
Project Administration	-		5.0%	$1,212,283
Testing & Inspection	-		2.0%	$484,913
Permits & Plan Review	-		2.0%	$484,913
Soils Testing	-		0.4%	$96,983
Data Communication	-		5.0%	$1,212,283
Furniture, Fixtures & Equipment	-		10.0%	$2,424,565
Subtotal				**$8,219,275**
Total Building Cost				**$32,464,931**
Land Cost	352,000	sf	$10.00	**$3,520,000**
Total Cost				**$35,985,000**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates

Table B-4
Corporation Yard Facility Costs

	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	183,000 sf	$2.00	$366,000
Facility Construction	52,000 sf	$100.00	$5,200,000
Parking	105,000 sf	$10.00	$1,050,000
Design Contingency @ 10%	-	-	$661,600
Subtotal		**$112.00**	**$7,277,600**
Indirect Costs			
Arch/Engineering Fees	-	7.5%	$545,820
Project Administration	-	5.0%	$363,880
Testing & Inspection	-	2.0%	$145,552
Permits & Plan Review	-	2.0%	$145,552
Soils Testing	-	0.4%	$29,110
Data Communication	-	2.0%	$145,552
Furniture, Fixtures & Equipment	-	2.0%	$145,552
Subtotal			**$1,521,018**
Total Building Cost			**$8,798,624**
Land Cost	183,000 sf	$10.00	**$1,830,000**
Total Cost			**$10,629,000**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates

Table B-5
Library Facility Costs

	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	267,720 sf	$2.00	$535,440
Facility Construction	110,400 sf	$180.00	$19,872,000
Parking	115,920 sf	$10.00	$1,159,200
Design Contingency @ 10%	-	-	$2,156,664
Subtotal		**$192.00**	**$23,723,304**
Indirect Costs			
Arch/Engineering Fees	-	8.0%	$1,897,864
Other Consultant Fees	-	2.0%	$474,466
Project Administration	-	5.0%	$1,186,165
Testing & Inspection	-	2.0%	$474,466
Permits & Plan Review	-	2.0%	$474,466
Soils Testing	-	0.5%	$118,617
Data Communication	-	5.0%	$1,186,165
Furniture, Fixtures & Equipment	-	10.0%	$2,372,330
Subtotal			**$8,184,540**
Total Building Cost			**$31,907,850**
Books	500,000	$10.00	**$5,000,000**
Land Cost	267,720 sf	$10.00	**$2,677,200**
Total Cost			**$39,585,050**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates; Goodwin Consulting Group, Inc.

Table B-6
Museum Facility Costs

	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	139,213 sf	$2.00	$278,425
Facility Construction	32,375 sf	$180.00	$5,827,500
Parking	33,994 sf	$10.00	$339,938
Design Contingency @ 10%	-	-	$644,586
Subtotal		**$192.00**	**$7,090,449**
Indirect Costs			
Arch/Engineering Fees	-	8.0%	$567,236
Other Consultant Fees	-	2.0%	$141,809
Project Administration	-	5.0%	$354,522
Testing & Inspection	-	2.0%	$141,809
Permits & Plan Review	-	2.0%	$141,809
Soils Testing	-	0.5%	$35,452
Data Communications	-	5.0%	$354,522
Furniture, Fixtures & Equipment	-	10.0%	$709,045
Subtotal			**$2,446,205**
Total Building Cost			**$9,536,660**
Land Cost	139,213 sf	$10.00	**$1,392,125**
Total Cost			**$10,929,000**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates

Table B-7
Parking Structure Facility Costs

	Units	Cost per SF	Total Cost
Direct Costs			
Site Development	89,725 sf	$2.00	$179,450
Parking Structure per stall	368 sf	$20,000.00	$7,360,000
Design Contingency @ 10%	-	-	$753,945
Subtotal		**$20,002.00**	**$8,293,395**
Indirect Costs			
Arch/Engineering Fees	-	8.0%	$663,472
Other Consultant Fees	-	2.0%	$165,868
Project Administration	-	5.0%	$414,670
Testing & Inspection	-	2.0%	$165,868
Permits & Plan Review	-	2.0%	$165,868
Soils Testing	-	0.5%	$41,467
Data Communication	-	5.0%	$414,670
Furniture, Fixtures & Equipment	-	10.0%	$829,340
Subtotal			**$2,861,221**
Total Building Cost			**$11,154,622**
Land Cost	89,725 sf	$10.00	**$897,250**
Total Cost			**$12,052,000**

Source: Chong/Partners Architecture; Daniel C. Smith and Associates

ATTACHMENT 2

SCHEDULE OF FEES

	City Hall	Police	Community Center	Corp. Yard	Library (1)	Museum	Parking Structure	Admin (3.75%)	Total CFF
Residential					*Per Unit*				
Single Family	$522	$686	$631	$188	$490	$214	$219	$111	$3,061
Multi-Family	$408	$536	$493	$147	$383	$167	$171	$86	$2,391
Non-Residential					*Per Building SF*				
Commercial	$0.09	$0.11	$0.11	$0.03	N/A	N/A	$0.04	$0.01	$0.39
Office	$0.14	$0.19	$0.18	$0.05	N/A	N/A	$0.06	$0.02	$0.64
Industrial	$0.04	$0.05	$0.04	$0.01	N/A	N/A	$0.02	$0.01	$0.17

(1) The Sunrise Douglas Community Plan Area will not be subject to the library fee since development in this area will fund separate library facilities.

Staff Report

Date: For the Agenda of: May 3, 2004

To: Honorable City Council

From: George B. Anderson
Chief of Police

Subject: **AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

The City Manager is recommending that the City of Rancho Cordova pass the attached resolution 58-2004 approving the attached Agreement for Law Enforcement Services with the County of Sacramento for Fiscal Year 2004/05 effective July 1, 2004.

BACKGROUND

The Sacramento Sheriff's Department and the California Highway Patrol have been providing law enforcement services to the City of Rancho Cordova since its incorporation on July 1, 2003. Beginning July 1, 2004 responsibility for general law enforcement services, including traffic accident investigation and enforcement, is transferred to the City of Rancho Cordova. The Sacramento Sheriff's Department is an experienced contract services provider and currently provides law enforcement services to the cities of Citrus Heights and Elk Grove. In November of 2003 the Sacramento Sheriff's Department submitted a proposal for law enforcement services to the City Manager. Representatives from both the City of Rancho Cordova and the Sheriff's Department began meeting shortly thereafter and have been meeting regularly since until concluding with the Agreement for Law Enforcement Services which is being brought forward to you today. The following is a list of participants:

<u>City of Rancho Cordova</u>

Ted Gaebler, City Manager
Gene Albaugh, Interim Finance Director
Bill Thomas, Finance Director
Joseph Brann, Joseph Brann & Associates, LLC

<u>Sacramento Sheriff's Department</u>

Chief Deputy Dan Drummond, Field Services
Captain George Anderson, East Division
Lieutenant Gary Ilg, East Division
Gene Webb, Chief of Administrative Services

After a series of initial meetings City Manager Ted Gaebler held two Council Study Sessions to review the proposal and discuss law enforcement services. Joseph Brann of Joseph

AGENDA ITEM # 17

Brann and Associates participated in these study sessions as a consultant to the City. The first was held on January 15, 2004 at which time the Council directed the City Manager to negotiate an agreement for services with the Sacramento Sheriff's Department and to select a Police Chief. A joint interview process was conducted in February with the City of Citrus Heights to select a Police Chief for both cities. The second study session was held on February 25, 2004 at which time I was confirmed and appointed by the City Manager as the Chief of Police.

Approval of the Agreement for Services and the Service Plan by both the Rancho Cordova City Council and the Sacramento County Board of Supervisors is necessary for implementation of the contract to begin July 1, 2004. Feedback from the Council study sessions was used in subsequent negotiations to arrive at the final agreement. Representatives of the City of Rancho Cordova and the Sacramento Sheriff's Department agree with the terms of the agreement with the exception of the effective term length of the agreement and the renewal term. The City Manager is requiring a three year term with an expiration date of June 30, 2007. The City Attorney has reviewed it as well and has approved it for content and form.

The Sheriff opposes the term of the agreement and the renewal term found in section 25. The Sheriff is requiring a five year term with a five year renewal term in lieu of the three year term with a four year renewal, making the contract in force until June 30, 2009. A five year term is consistent with other Sheriff's Department law enforcement agreements. The agreement allows for an 18 month termination clause allowing the city to cancel and terminate the agreement within 18 months of written notice at any time during the life of the agreement.

The Service Plan provides the City of Rancho Cordova with an increased level of service and includes all aspects of law enforcement services required of a police agency.

FISCAL IMPACT

The costs associated with the Service Plan are as follows:

Total Ongoing Costs	$11,572,594
One-time Equipping Costs	$ 543,125
Insurance Costs	$ 856,000
Total Costs for Fiscal Year 04/05	$12,971,719

This amount has been submitted as the budget request for Police Services for the City of Rancho Cordova's Budget for Fiscal Year 2004/05.

REQUESTED MOTION

"I move that the City Council adopt resolution 58-2004 approving the Agreement for Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova."

Respectfully Submitted,

George B. Anderson
Chief of Police

cc: Ted Gaebler, City Manager
Steven R. Meyers, City Attorney

Attachments: Resolution 58-2004 - Agreement for Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova

Rancho Cordova Police Department Organization Plan for Fiscal Year 2004/05

CITY OF RANCHO CORDOVA

RESOLUTION NO. 58-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING AN AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SACRAMENTO

RECITALS

WHEREAS, the City of Rancho Cordova is required to provide law enforcement services to its citizens effective July 1, 2004; and

WHEREAS, the City Council has directed the City Manager to negotiate an agreement for law enforcement services; and

WHEREAS, pursuant to LAFCO Resolution 1243, Section 9.d, the City was directed to consider contracting with the Sacramento County Sheriff's Department for Police/Law Enforcement Services; and

WHEREAS; representatives from both the City of Rancho Cordova and the Sacramento County Sheriff's Department have been meeting regularly since November of 2003 to discuss and negotiate an agreement that is mutually acceptable to all parties; and

WHEREAS, the Sacramento County Sheriff's Department's proposal for services is all encompassing and meets the City's needs and expectations for law enforcement services for the citizens of the City of Rancho Cordova; and

WHEREAS, the cost of services for Fiscal Year 2004/05 shall be Twelve Million, Nine Hundred Seventy-One Thousand, Seven Hundred Nineteen Dollars ($12,971,719) and this amount has been submitted as part of the City of Rancho Cordova's budget request for Fiscal Year 2004/2005; and

WHEREAS, upon approval from the City Council and the Sacramento County Board of Supervisors the Sheriff shall commence providing these services no later than July 1, 2004.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova approves the Agreement for Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova in **Attachment 1**.

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
LINDA BUDGE, MAYOR

ATTEST:

_____
LILLIAN HARE, CITY CLERK



CITY OF RANCHO CORDOVA

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA

CITY OF RANCHO CORDOVA

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA

This Agreement is made and entered into this ___ day of _____, 2004, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS:

WHEREAS, the incorporation of the City became effective July 1, 2003; and

WHEREAS, pursuant to Government Code Section 57384, the County continued to provide law enforcement services to the City for the remainder of the fiscal year during which the City's incorporation became effective; and

WHEREAS, the City desires to contract with the County for law enforcement services to be provided within City's municipal boundaries through the Sacramento County Sheriff; and

WHEREAS, the County is capable of rendering such services under the terms and conditions set forth in this Agreement for law enforcement services to be provided through the Sacramento County Sheriff; and

WHEREAS, Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the Government Code authorizes the City and the County to enter into such a Agreement for law enforcement services; and

WHEREAS, it is the City's intent to have the law enforcement services provided through this Agreement to be specifically tailored to the service level standards established by the City; and

WHEREAS, it is the City's further intent to have the Sacramento County Sheriff establish and operate a shared command municipal police force on behalf of the City utilizing personnel from the Sheriff's Department; and

WHEREAS, it is the City's further intent and expectation that it will have significant and meaningful input into the selection and continued assignment of personnel from the Sheriff's Department performing services under this Agreement as the City's police force.

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

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

(a) The County agrees, through the Sheriff thereof, to provide municipal law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of, and customarily rendered by, a city police department under applicable State statutes. Such services shall include the enforcement of State statutes and City codes and ordinances; together with patrol, traffic enforcement, investigative services and such other special services customarily performed by police departments to the extent specifically set forth herein. County enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. County shall at all times while performing services under this Agreement conduct itself as an independent contractor. The County shall have no power or authority except by this Agreement to bind the City in any respect.

(b) All employees, agents, contractors or subcontractors hired or retained by the County to perform services under this Agreement are, and at all times shall be, employees, agents, contractors or subcontractors of the County and not of the City. The personnel performing the services under this Agreement on behalf of County shall at all time be under County's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of County or any of County's officers, employees, or agents, except as set forth in this Agreement. County shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees of the City, and they shall not represent that they are agents of the City of Rancho Cordova except in the limited capacity to perform services under this Agreement. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the County and/or the City by any such employees, agents, contractors or subcontractors, or any other person arising from performance of this Agreement. Additionally, County shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness or other similar employment related claims made against County and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from performance of this Agreement, and County shall indemnify, defend and hold harmless the City against such claims.

(c) The City shall provide and require disclaimers as it deems appropriate. The County shall inform the City of the need for disclaimers in those situations that the County deems appropriate, however, the use of disclaimers in the performance of this Agreement shall be at the exclusive direction of the City in its sole discretion. County shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(d) Any performance under this Agreement shall be by only the County, its employees, agents, contractors, subcontractors or others performing directly at the County's direction.

Notwithstanding the foregoing limitation, the Sheriff is expected by the City to publicly identify personnel assigned to perform services under this Agreement as members of the Rancho Cordova Police Department. Such identification is expected to take the form of patrol cars, uniforms, business cards, stationary, forms and similar items, together with statements to the media that will convey the message that law enforcement services are being provided by the City of Rancho Cordova Police Department, under an Agreement with the County of Sacramento Sheriff's Department. The City may require identification that law enforcement services are being provided under Agreement with the Sacramento County Sheriff's Department.

3. **Level of Service**.

(a) The County shall provide law enforcement services for fiscal year 2004-2005 at the levels specified in the Service Plan ("Service Plan") for the Fiscal Year 2004-2005 that is approved by the City Council and the Board of Supervisors. In conjunction with consideration by the City Council of the Service Plan, the Sheriff's Department shall also annually provide to the City Council for review and approval, an organizational plan that will detail the deployment of resources, Department philosophy, and specific performance measures and outcomes. This Agreement shall not become effective until such time as the Fiscal Year 2004-2005 Service Plan is approved by both the City Council and the Board of Supervisors. Upon such approval, the Fiscal Year 2004-2005 Service Plan shall become part of this Agreement until superceded by a subsequently approved Service Plan. The Service Plan for each subsequent Fiscal Year during the term of this Agreement shall be independently adopted by the City Council and approved in writing by the Sheriff and the County Executive. The latest adopted and approved Service Plan shall become part of this Agreement upon its adoption by the City Council and its approval by the Sheriff and County Executive. The Service Plan represents the expected level of service for purposes of planning and implementing operations. Once the Service Plan is established, the Sheriff agrees to and is responsible for the implementation of the Service Plan in such a manner as to substantially comply with the scope and cost of services set forth therein. Consistent with the preceding sentence, the Sheriff has the discretion to modify the Service Plan after obtaining the written agreement of the City Manager.

(b) The level of law enforcement services during the term of this Agreement subsequent to fiscal year 2004-2005 (the "Initial Fiscal Year") shall be established pursuant to Section 4 hereof and shall be implemented consistent with Section 3(a).

4. **Establishment of Service Levels Subsequent to Initial Fiscal Year**.

(a) In support of the City's preparation of its annual budget, and as a means of establishing appropriate levels of service for fiscal years subsequent to the Initial Fiscal Year, the Sheriff shall prepare and submit by March 1st of each year during the term of this Agreement, commencing March 1, 2005, a proposed Service Plan for the next fiscal year. The estimated cost of performing the services described in the proposed Service Plan will be included in such plan. The proposed Service Plan will be prepared in consultation with the City Manager, and/or the City Manager's designee (hereinafter "City Manager").

(b) The parties shall use reasonable efforts to adopt an updated Service Plan, as well as the estimated cost for performance of such plan, by June 1st of each year, commencing June 1, 2005. The updated Service Plan and the compensation for such services shall be incorporated into this Agreement by means of an adopted Service Plan for the new fiscal year, which shall be approved by the City Council and signed by both the City Manager and the County Executive. In the event of any delay in the adoption of an annual Service Plan and estimated cost pursuant to this section, the County is

authorized to continue providing services pursuant to the previously adopted Service Plan until such time as a new Service Plan is adopted as set forth above. The City shall continue to pay the County for all costs incurred by County in providing services pursuant to such previously adopted plan as set forth in Sections 18 and 19 below.

5. **Selection and Assignment of Chief of Police**.

(a) The Sheriff shall provide to the City a list of at least three persons within the Sheriff's Department whom the Sheriff believes to be appropriate for serving as the City's Chief of Police ("Chief"). The City Manager shall, at his/her discretion, select one of the persons identified by the Sheriff or request the Sheriff to supply several additional names for consideration and possible selection. The City Manager shall identify from the original or additional list of names provided by the Sheriff a person to serve as the City's Chief. Subject to the ultimate control of the Sheriff under the terms of this Agreement, the Chief shall perform the traditional role of a municipal police chief at the direction of the City.

(b) The Chief shall serve at the pleasure of the City Manager. The City Manager shall have the absolute and unqualified right to have the Sheriff reassign the person acting as the Chief upon thirty-(30) days written notice. Subject to reasonable notice (preferably of at least forty-five (45) days), the Sheriff shall likewise have the absolute and unqualified right to reassign the Chief to other duties within the Sheriff's Department. Should the Sheriff reassign the Chief, the Sheriff shall provide alternative names to the City Manager for review and selection as replacement Chief, consistent with the provisions of Section 5(a) hereof.

(c) The Chief shall select his/her management personnel to work with the Chief for the City. For purposes of this provision, management personnel shall be defined as personnel within the Sheriff's Department with a civil service classification of lieutenant or higher. These management personnel shall be assigned to the City and serve, similar to the Chief, at the pleasure of the City Manager. The City Manager shall have the absolute and unqualified right to have the Sheriff reassign the persons serving as management personnel for the City upon thirty-(30) days written notice. Subject to reasonable notice (preferably at least thirty (30) days), the Sheriff shall have the absolute and unqualified right to reassign these management personnel to other duties within the Sheriff's Department.

6. **Selection and Assignment of Personnel**.

(a) The Chief shall work collaboratively with the City Manager in developing criteria for the selection of personnel from the Sheriff's Department to be assigned to perform law enforcement services for the City pursuant to this Agreement. The ultimate authority with respect to the assignment of such personnel shall rest with the Sheriff. It is understood and agreed that personnel assigned to the City will normally be so assigned for a minimum period of two (2) years. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Sheriff's Department for purposes of promotional opportunities or career advancement. The Sheriff shall provide the Chief and the City Manager reasonable notice (when possible of at least fourteen (14) days unless such notice is waived by the City Manager) of any person's reassignment from the City.

(b) The City Manager shall have the right to request the Chief's review of the performance of any personnel assigned pursuant to this Agreement if the City Manager determines that the performance of any such personnel is not consistent with the City's law enforcement service standards. Upon receipt of such request, the Chief shall apply customary departmental procedures to review the performance of the particular employee in light of applicable departmental standards and

such other standards as may have been established by the City. After completing the review, the Chief shall report his/her findings and recommended course of action to the City Manager. Based on such findings and recommendation, the City Manager may request the reassignment of that individual.

(c) The provisions of this section shall not apply to the Chief or management personnel as defined in Section 5 hereof.

7. **Supervision and Labor Agreements**.

(a) Subject to the provisions of Section 5 and 6 hereof, the Sheriff shall have the responsibility for supervision of law enforcement services, hiring of personnel, establishing employee standards of performance for individual personnel, assignment of personnel, determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of employee services and control of personnel. In the event of a dispute between the parties as to the manner of performance by personnel of required services, the City shall be consulted and a mutual determination thereof shall be made by the Sheriff and the City Manager. In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that, in any unresolved dispute related to personnel, the Sheriff shall have the final and conclusive determination as between the parties hereto subject to the provisions of Sections 5 and 6 hereof.

(b) The City acknowledges that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements. However, the County shall be obligated to provide service comparable to that in the unincorporated area and other cities the County contracts with to provide law enforcement services regardless of any event of a strike, work slowdown, "blue flu" or any other type of job action (formal or informal) by County employees assigned to perform services under this Agreement and any Labor Action does not excuse the County from providing such a comparable level of service during the duration of the Labor Action. In the event of any Labor Action the County will have to use replacement workers, management personnel or make other arrangements to furnish such comparable level of services for the duration of the Labor action.

8. **Provision of Labor, Equipment and Supplies**.

(a) For the purpose of performing the services required by this Agreement, the County shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to maintain the level of service set forth in the adopted Service Plan.

(b) The City shall be responsible for supplying any special supplies, stationery, notices, forms or similar items that it requires to be issued with the City logo. All such items shall be approved by the Sheriff and shall be provided at the City's sole cost and expense.

(c) In order to provide the law enforcement services set forth in this Agreement, the County will use existing County resources including, but not limited to, County facilities, equipment, general supplies, and non-law enforcement support personnel and, in addition, will acquire new resources. An appropriate charge for the use of such County resources is included in the County's charges set forth in the adopted Service Plan. To the extent that the County acquires new equipment and supplies for its use in providing services under this Agreement, the City will pay for the cost of such acquisition through the above-referenced charges. Upon the expiration or termination of this Agreement, the County shall be entitled to retain any equipment or supplies acquired by it to provide law enforcement services to the City pursuant to this Agreement. In return for the County's right to retain such equipment and supplies for its own use, the City shall be entitled to a credit for any fair

market value of such property and supplies as of the date of termination or expiration of the Agreement. This credit shall be accounted for in the final reconciliation of costs and payments.

(d) The City shall have the option of acquiring certain types of equipment and supplies and furnishing them to the County for the County's use in providing services pursuant to this Agreement. The City shall have this option with respect to any equipment, supplies or other personal property with the exception of the following: (i) vehicles and equipment installed in such vehicles and (ii) personal equipment for officers including, but not limited to, guns, vests, uniforms, communications gear, utility belts and similar safety equipment. If the City intends to exercise its option in this regard, it may do so at the beginning of the next fiscal year so long as it has provided the Sheriff with written notice of its intention to do so no later than March 1st prior to the beginning of such fiscal year. Such notice shall include a description of the City resources that will be made available to the Sheriff. The City shall furnish any such resources at its sole cost and expense. Any equipment or supplies that the City proposes to furnish at its own expense shall meet all applicable County specifications and shall require approval from the Sheriff before the City is authorized to have any such resources utilized by the Sheriff in providing the services pursuant to this Agreement. Upon the commencement of the County's use of such City resources, the County shall cease charging the City for the cost, including direct and indirect costs, of the County resources that the City provides. The City may exercise the option specified in this section more than one time. Any equipment and supplies obtained by the City and furnished to the County for the provision of services under this Agreement shall be owned by the City.

(e) The County shall not relocate any of its operations to perform services under this Agreement without the prior express written agreement of the City, and after such a prior written agreement is obtained the City shall reimburse the County for any reasonable costs and expenses incurred by the County in relocating its operations for which prior agreement of the City was first obtained. For purposes of this Agreement, "operations" shall mean "the principal place of operation within the City, e.g. the Police Station." The County shall not obtain any equipment or services for use within the City or to provide services under this Agreement without the prior express written agreement of the City or as specifically set forth in the Service Plan. The City shall have no obligation to reimburse for any cost of equipment obtained by the County prior to the execution of this Agreement or without the express written agreement of the City having been first obtained unless specifically set forth in the Service Plan.

9. **Employment Status of Personnel**.

(a) Any person employed by County for the performance of services pursuant to this Agreement shall remain employees of County on special assignment to the City for purposes of this Agreement, shall at all times be under the direction and control of the County, and shall not be considered employees of the City. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to County employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

(b) For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the City while performing such services for City provided that such services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, County officers and employees engaged in the performance of any

service under this Agreement shall not be City agents for purposes of Section 29, "Indemnification," of this Agreement, and the City shall not otherwise be liable for any act or omission of any County officer or employee unless specifically provided elsewhere in this Agreement. The final authority regarding the reassignment of any individual shall rest with the Sheriff.

(c) City shall not be liable for the direct payment of any salaries, wages, compensation or other benefits to any County employee performing services pursuant to this Agreement, or for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

10. **Labor Relations**. County shall be responsible for negotiating and administering all labor relations agreements and personnel rules and procedures between County and its employees rendering services pursuant to this Agreement.

11. **Temporary Reassignment During Labor Action of Personnel Performing Services Under this Agreement**.

(a) In the event of a Labor Action by County employees or other emergency, the City understands and agrees that the County may use the Mutual Aid (as defined in paragraph 17, below) of the City at the discretion of the Sheriff. Prior to utilizing such mutual aid, the Sheriff shall advise the Chief of Police of the need for mutual aid and seek the input of the Chief of Police with respect to the Sheriff's proposed use of such mutual aid.

(b) The City understands that if law enforcement personnel assigned to provide services under this Agreement are utilized outside the City for Mutual Aid under these circumstances the City may be temporarily provided with a reduced level of service. If such reduced level of service results from a Labor Action by County employees, City will be invoiced for services based on the percentage reduction in the level of services provided. The County agrees that it will continue to provide service to the City comparable to that in the unincorporated area and other cities the County contracts with to provide law enforcement services and further agrees that the City, at its option, may secure law enforcement services from another public agency during the duration of any Labor Action or other emergency. The County and the Sheriff further agree under these circumstances to utilize resources reasonably available from the unincorporated area before utilizing City contracted for resources.

12. **Rules, Regulations, Policies and Procedures**.

(a) County personnel assigned to provide services hereunder are required to abide by all rules, regulations, policies and procedures applicable to employees of the Sheriff's Department ("County Procedures"), a true, accurate and current copy of which is incorporated into this Agreement by this reference and shall be available at all times in the office of the Chief of Police and the City Manager's office.

(b) County personnel performing services pursuant to this Agreement may be requested by the City Manager to comply with specified city procedures ("City Procedures"). County personnel will comply with such City Procedures, except where such City Procedures may conflict with County Procedures or the requirements of this Agreement, or both.

(c) The provisions of this Agreement shall take precedence over any conflicting City Procedures or County procedures. The Sheriff and the City Manager shall confer should any conflict exist between City Procedures and County procedures. However, in light of the Sheriff's expertise with respect to law enforcement procedures and their impact upon the operations of the Sheriff's Department, the Sheriff shall retain the final authority to determine how conflicts between City Procedures and

County Procedures will be resolved as long as such resolution is consistent with the implementation and cost of the Service Plan.

13. **Scheduling of Shifts**. The night, day and evening patrol and supervisory shifts shall be established by the Chief after consultation with the City Manager. Personnel assigned to each shift may work varying and different times, and may be deployed to other shifts, at the discretion of the Chief. Any long-term shift deployment change will not be implemented by the Chief without first consulting with the City Manager.

14. **Reporting Requirements**. The County shall provide the City Manager with quarterly reports in a mutually agreeable format. Such reports will include the following items: crime statistics specific to the corporate limits of the City, any major incidents occurring during the reporting period and significant staffing issues. The County shall also be responsible for preparing on the City's behalf any crime statistics or other reports necessary to comply with Federal or State grant requirements which provide funding for any law enforcement services provided under this Agreement. As reasonably requested and directed by the City Manager, County shall also provide the City Manager with reports pertaining to issues the City Manager determines are either relevant to the County's performance under the terms of this Agreement and/or the Service Plan, or which are reasonably related to the City's interests concerning law enforcement activities within the City.

15. **Training**. The County agrees to provide experienced personnel to perform the services specified in this Agreement. If, during the term of this Agreement, the City increases the number of personnel allocated hereunder, the City agrees to reimburse the County for All Costs incurred in training all levels of personnel hired or promoted by the County as a result of such increased staffing allocation as set forth in the adopted Service Plan. The City shall also be responsible for All Costs associated with any specialized training (e.g. traffic enforcement) required for personnel directly assigned to perform services under this Agreement as set forth in the adopted Service Plan. "All Costs" as used in this paragraph 15 shall mean direct training costs, such as tuition, training materials and travel expenses associated with training, as well as associated costs such as overtime or other relief while personnel are unable to perform normal services due to training, on a per person basis. Any reimbursement received by the County from the State Commission on Peace Officer Standards and Training, or from any other non-County funding source, for training provided to personnel assigned to perform services hereunder shall be credited to the City, prorated on a per person basis, unless already factored into the allocated costs set forth in the adopted Service Plan. If any employee providing service under this Agreement and trained at the expense of the City, as set forth in this paragraph 15, is reassigned within 24 months after the training has commenced to perform for the County duty not covered by this Agreement , and was not reassigned at the request of the City, the County shall pay to the City All Costs of training for that employee paid by the City on a pro-rata basis, based on the actual number of months of reassignment during the 24 month period.

16. **City Powers and Enforcement of City Ordinances**. It is agreed by the parties hereto that in performing services pursuant to this Agreement, the County shall have all the powers of the City and shall receive the full cooperation and assistance of the City, its officers, agents and employees in enforcing rules, regulations, codes and ordinances of the City pursuant to this Agreement. The City shall be responsible for the validity of its rules, regulations, codes and ordinances, including any ordinances or codes incorporated by reference in the City's ordinances or code, and City shall defend, hold harmless, and indemnify the County, its officers, agents and employees with respect to any claim or

action challenging the validity of any City ordinance or with respect to any claim or action that any arrest, citation or other action taken under an invalid City ordinance.

17. **Mutual Aid**.

(a) The State of California Law Enforcement Mutual Aid Plan provides the basis for emergency law enforcement operational deployment procedures within the statewide mutual aid system. The parties to this Agreement agree to abide by such plan in support of the mutual aid system.

(b) The City understands and agrees that the Sheriff may use employees performing services under this Agreement to meet the needs under a request for Mutual Aid. The Sheriff shall consult with the Chief of Police regarding the City's level of participation in Mutual Aid requests. The County/Sheriff agrees to utilize resources reasonably available from the unincorporated area before utilizing City contracted for resources.

18. **Compensation For Services**.

(a) Except as otherwise specified in this section, the City shall pay the County for providing the law enforcement services set forth in this Agreement. The costs of these services shall be set forth in the Service Plan. All such costs for services provided hereunder will be segregated and recorded within a separate index established within the County's financial system. For each Fiscal Year, the total budgeted cost for providing law enforcement services pursuant to this Agreement shall not exceed the amount set forth in the Service Plan. The Service Plan shall contain a specific breakdown of the budgeted cost of the various components of these law enforcement services. A budgeted amount for each of the subsequent fiscal years during the term of this Agreement shall be developed pursuant to the procedure set forth in Section 4 hereof.

(b) In the event that the City and the County are unable to agree on an updated Service Plan the existing Service Plan shall continue in effect and the County may adjust the rates set forth in such Service Plan to reflect the County's actual cost of providing services under this Agreement, and the County shall endeavor in good faith to contain costs in this Agreement to not to exceed the CPI for the Sacramento metropolitan statistical area. The City shall be provided with written notice of any proposed change in the rates to be charged to the City at least sixty (60) days prior to submittal of the proposed change to the County Board of Supervisors for adoption. During this period, the City shall be afforded the opportunity to review the proposed change with County staff. The City shall thereafter be notified of the adoption of any new rates to be charged to the City and the date upon which such new rates shall become effective. If City fails to appropriate or expend the funds necessary to support the level of service provided under the existing Service Plan, the County shall reduce the level of service consistent with the amount of funds the City makes available to support law enforcement services.

(c) The County shall, within thirty (30) calendar days, provide the City with written notice if at any time the County projects that the budgeted amount in the Service Plan will be under-expended by an amount equal to 10% or more of the budgeted costs or over-expended by any amount during any billing period. The County shall furnish a detailed breakdown of costs incurred through the date of such notification, as well as an estimate of costs anticipated to be incurred during the balance of the period. An explanation for the projected over-expenditure or under-expenditure shall accompany the notification and costs report.

19. **Invoices and Payment**.

(a) Except as otherwise specified in this section, the City shall pay the County for all actual costs incurred by County in providing the law enforcement services set forth in this Agreement. Such costs, which are set forth in the Service Plan, shall include both direct costs and indirect overhead

costs allocated to the Sheriff's Department as part of the County-wide cost allocation plan as approved by the State Controller's office ("A-87 Plan"). All such costs for services provided hereunder will be segregated and recorded within a separate index established within the County's financial system. A specific breakdown of the budgeted cost of the various components of these law enforcement services is set forth in the Service Plan. At any time during the term of this Agreement, the City may propose that an indirect cost allocation methodology other than A-87 be used in determining the indirect costs payable by the City to the County pursuant to this Agreement. Upon receipt of such request in writing and a written description of the proposed alternative methodology, the County shall be obligated to meet and confer with the City in a good-faith effort to reach a mutually acceptable agreement with respect to the implementation of an indirect cost allocation methodology other than A-87. Any change in the indirect cost allocation methodology from A-87 to a mutually agreeable alternative shall be implemented in the form of an amendment to this Agreement that shall be approved by the City Council and the Board of Supervisors.

(b) Compensation by the City to the County for the law enforcement services rendered under this Agreement shall be paid on a monthly period basis during the term of this Agreement at the rate of one-twelfth (1/12) of the annual cost of providing such services as set forth in the Service Plan. The City shall make this payment to the County in equal monthly installments beginning on July 1, 2004. The parties understand and agree that the Service Plan for fiscal year 2004-2005 represents estimated costs for the entire fiscal year. The County shall, no later than the end of the each month, provide a report to the City for each monthly period detailing the County's cost of providing law enforcement services pursuant to this Agreement during the preceding monthly period. If in any month during the term of this Agreement the County's actual costs exceed the agreed costs as set forth in the Service Plan, the County shall, within thirty (30) days, state in detail the cause(s) of the excess and set forth a plan for completing the Service Plan at the agreed service levels and agreed cost receipt. If the excess is due to an "Emergency Beyond the Reasonable Control of the County and the City" the City and the County shall agree upon a method for the City to pay for those excessive costs incurred by "Emergency Beyond the Control of the County and the City." The phrase "Emergency Beyond the Reasonable Control of the County and the City" shall mean situations where because of flood, earthquake, or other disaster or emergency within the City of Rancho Cordova, the Chief determines that a form of emergency response over and above that contemplated by the Service Plan is required.

pre-pay

(c) In the course of negotiating the terms and conditions of this Agreement, the City and County have been unable to reach an agreement as to how the provisions of Government Code Section 51350 should be applied to the costs delineated in the Service Plan. In order to provide an acceptable measure of certainty as to what costs the City will be required to pay and that the County will be entitled to receive in a particular fiscal year for which law enforcement services are provided pursuant to this Agreement, the City and the County agree to implement the provisions of Government Code Section 51350 as set forth in subsections (i)-(iv) below.

(i) The Service Plan for fiscal year (FY) 2004-2005 sets forth all the direct and indirect costs that the County will charge to the City for law enforcement services during such fiscal year. During FY 2004-2005, the City will have a full and complete opportunity to review those costs and the methodology used in calculating them. In approving the Service Plan for fiscal year 2004-2005, the City agrees that it will not initiate any legal action, based on either an alleged violation of Government Code 51350 or any other legal or equitable grounds, that seeks to challenge the legality of

any direct or indirect costs identified in the Service Plan for FY 2004-2005 or the recovery of any payments for such costs made to the County for fiscal year 2004-2005. The City's agreement not to initiate any such legal action shall not be construed so as to preclude the City from challenging any charge by the County for law enforcement services on the basis that the service for which the charge was assessed was not actually provided by the County.

(ii) The Service Plans for fiscal years after FY 2004-2005 shall be subject to negotiation and mutual agreement consistent with the provisions of Section 4 of this Agreement. Service Plans for fiscal years after FY 2004-2005 shall be hereinafter referred to as "Subsequently Approved Fiscal Year Service Plans." In approving any such Subsequently Approved Fiscal Year Service Plans during the term of this Agreement, the City agrees and acknowledges that it has had a full and complete opportunity to review the costs set forth in any such Subsequently Approved Fiscal Year Service Plans, together with the methodology used in calculating them, and, based upon such review, is satisfied that such costs are appropriately charged by the County and paid by the City. In approving any Subsequently Approved Fiscal Year Service Plans, the City agrees that it will not initiate any legal action, based on either an alleged violation of Government Code 51350 or any other legal or equitable grounds, that seeks to challenge the legality of any costs specifically identified in any Subsequently Approved Fiscal Year Service Plans or the recovery of any payments for such costs made to the County pursuant to such Subsequently Approved Fiscal Year Service Plans. The City's agreement not to initiate any such legal action to challenge any Subsequently Approved Fiscal Year Service Plans shall not be construed so as to preclude the City from challenging any charge by the County for law enforcement services provided pursuant to any Subsequently Approved Fiscal Year Service Plans on the basis that the service for which the charge was assessed was not actually provided by the County, or which was performed, but not provided for in the Service Plan or in this Agreement and not approved by the City.

(iii) If the City and the County are unable to reach agreement on a new service plan for service beyond FY 2004-2005 for any fiscal year during the term of this Agreement, the existing Service Plan shall remain in effect as provided for in Section 4 of this Agreement. Hereinafter the Service Plan for FY 2004-2005 when used after FY 2004-2005 when the City and County are unable to reach agreement on a new service plan shall be referred to as the "Continuing Service Plan." The provisions of subsections (i) and (ii) above shall not preclude the City from challenging the legal validity of any direct or indirect costs charged by the County under the Continuing Service Plan, the methodology used in the Continuing Service Plan for calculating direct and/or indirect costs or the recovery of any payments for such costs made to the County after FY 2004-2005 so long as such challenge is filed within ninety (90) days after the Continuing Service Plan goes into effect. The City may challenge the methodology in, the charges made under, and any payments made pursuant to the Continuing Service plan as not in compliance with law, including but not limited to Government Code section 51350. The City's failure to file such a legal challenge within the prescribed ninety (90) day period shall serve to preclude any such legal challenge to the Continuing Service Plan consistent with the provisions of subsections (i) and (ii) above.

(iv) The provisions of this section are intended to be limited to the contractual relationship between the City and the County during the term of this Agreement only and shall not be construed so as to bind or otherwise limit the City with respect to any legal rights that it may seek to exercise under Government Code Section 51350 outside the scope of this Agreement or with any other Agreement the City may have with the County.

(d) If at the end of the Service Plan year the County's costs were less than the costs paid by the City, the County shall pay the City the difference within thirty (30) days of completing the reconciliation of the Service Plan year. If at the end of the Service Plan year the County's costs were more than the costs paid by the City, the City shall pay the County the difference within thirty (30) days of the completing the reconciliation of the Service Plan year.

20. **Penal Code Section 13823.95 Costs**.

(a) The City shall also be responsible for all costs charged pursuant to Penal Code Section 13823.95 (costs incurred by a qualified health care professional, hospital, or other emergency medical facility for the examination of the victim of a sexual assault under specified conditions) related to offenses alleged to have taken place in the City. These Penal Code Section 13823.95 charges shall be billed separately and represent costs to be paid by the City in excess of its obligations set forth in Section 18, above. Such charges shall be paid by the City within thirty (30) days of the City's receipt of an invoice from the County.

(b) The City shall also be responsible for the payment of booking costs as set forth in the Service Plan. However, nothing in this Agreement shall be construed as preventing the City from seeking reimbursement for such booking charges from the person arrested. In recognition of the cost to the City of paying booking charges to the County pursuant to this Agreement, the County and the Sheriff agree to take the following steps with respect to the subject of booking costs: (i) the County and the Sheriff will support any efforts by the City to seek legislation to provide for State reimbursement of booking charges paid by any city pursuant to a law enforcement services agreement with a county, and (ii) the City of Rancho Cordova's Chief of Police has the authority to implement what he deems in his reasonable discretion to be a prudent cite and release policy. let them go if they can't pay?

21. **Fines, Forfeitures and Miscellaneous Reimbursements**. Fines and forfeitures of bail pursuant to Penal Code Section 1463 *et seq*. resulting from services performed under this Agreement shall be distributed as though the employees performing services under this Agreement were employees of the City. Any reimbursement received by the County from any non-County funding sources for services charged to the City under this Agreement shall be credited to the City, less any agreed County administrative costs directly associated with obtaining or processing the reimbursement.

22. **Asset Seizures and Forfeitures**.

(a) When assets are seized in the City by or with the support of personnel performing services under this Agreement, and such assets are subsequently forfeited to the Sheriff, the forfeited assets shall be shared with the City, as set forth below, for purposes of augmenting law enforcement services within the City. The sharing of forfeited assets under this section is subject to approval of the forfeiting agency as to the sharing arrangement and the proposed use of such assets. what is the forfeiting agency?

(b) In those situations described in subsection (a) above, the Sheriff shall apply to the forfeiting agency for the return of assets to the County. In the application, the Sheriff shall specify the percentage of assets returned to the County that are proposed to be used to augment law enforcement services in the City. The City Manager may provide recommendations for the distribution of assets seized within the City. Prior to the submissions of any such applications, the Sheriff shall advise the City Manager of the distribution of assets that will be proposed in the application. The distribution proposed by the Sheriff shall be based upon applicable State and Federal guidelines pertaining to asset forfeitures, the provisions of this section, and any applicable memorandum of understanding between the City and the County.

(c) In those cases in which assets are seized within the City by personnel assigned to the City pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is the result solely of activities self-initiated by such personnel in response to a call for service within the City, the Sheriff shall apply to have those assets that are subject to distribution to the Sheriff, pursuant to Health and Safety Code Section 11489, to be used to augment the City's law enforcement services.

(d) In those cases where assets are seized within the City by both County personnel assigned to the City pursuant to this Agreement and other law enforcement personnel not so assigned, the Sheriff shall determine the appropriate percentage of the total forfeited assets that shall be proposed to be used to augment the City's law enforcement services. The Sheriff shall determine such percentage based upon the circumstances of the seizure and the pro rata involvement of the various personnel.

(e) Assets that are returned to the County by the forfeiting agency with approval to be used to augment the City's law enforcement services shall be used by the City and the County solely for such purpose. If the forfeiting agency attaches specific conditions to the use of such assets, the City and the County shall comply with such conditions. The Sheriff and the City Manager shall determine the specific use to be made of such assets consistent with any conditions imposed by the forfeiting agency.

23. **Complaints**. County agrees to handle and respond to complaints regarding law enforcement service provided under this Agreement in a courteous and timely manner. Complaints shall be processed and appropriate records maintained consistent with applicable law and established Sheriff's Department procedures for addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent prescribed by applicable law. The City of Rancho Cordova through its City Manager and/or Chief shall be entitled to information relative to complaints and any associated internal investigations regarding services performed under this Agreement to the extent permissible by law.

24. **Enhanced Services or Specialized Equipment**.

(a) At the written request of the City Manager, the Sheriff, at his/her sole discretion, may provide, consistent with the procedures set forth below in this paragraph 24, law enforcement services within the City in addition to those contemplated in the Service Plan ("Enhanced Law Enforcement Services"). If the Sheriff determines that it is appropriate to provide such Enhanced Law Enforcement Services and there is sufficient staffing available, the type, time and place of such Enhanced Law Enforcement Services shall be agreed upon by the City Manager and the Sheriff. The Sheriff shall determine the personnel and equipment required to provide such Enhanced Law Enforcement Services and the budgeted cost for such Enhanced Law Enforcement Services. Upon the written concurrence of the City Manager and the County Executive as to this budgeted cost, the Sheriff may proceed to provide such Enhanced Law Enforcement Services and the City shall pay the cost of such Enhanced Law Enforcement Services as agreed to by the City Manager. The County shall submit a separate invoice or invoices for such Enhanced Law Enforcement Services. Such invoice or invoices shall be due and payable within thirty (30) days of receipt by the City.

(b) If, during the term of this Agreement, items of special equipment ("Special Equipment") are necessary to support Enhanced Law Enforcement Services within the City that fall outside the services set forth in the Service Plan, the City may furnish such Special Equipment or authorize the County to obtain such Special Equipment. In either case, all costs associated with providing and maintaining such Special Equipment shall be borne by the City. Any such Special Equipment shall meet applicable County specifications. Title to any Special Equipment purchased

pursuant to this provision shall remain vested with the City. If the City elects not to provide Special Equipment, the County shall be authorized to modify or discontinue the performance of Enhanced Law Enforcement Services for which the Special Equipment is necessary.

25. **Term**. This Agreement shall be effective July 1, 2004, and shall continue in force until June 30, 2007, unless terminated earlier pursuant to Section 26 below. This Agreement shall automatically renew for an additional four (4) year term, unless the City gives written notice of its intent to terminate the Agreement no later than 18 months before the scheduled expiration of the term. The City's obligation to compensate the County for services rendered under this Agreement as set forth in Sections 18 and 19 hereof, the parties indemnification obligations set forth in Section 29 hereof and the City's obligations for funding and repaying the County's self-insurance program as set forth in Section 30 hereof shall survive the termination and/or expiration of this Agreement.

26. **Termination**.

(a) Either party may terminate this Agreement for any reason and without cause by providing eighteen (18) months prior written notice to the other party.

(b) If any monthly $1/12^{th}$ payment required to be made by the City pursuant to Section 19 above is not received by the prescribed time and the City fails to cure such breach by making the delinquent $1/12^{th}$ payment within five (5) business days after receipt of a delinquency notice from the County, the County shall be entitled to terminate this Agreement without further cause upon not less than ninety (90) days prior written notice to the City.

(c) If the County fails to perform a material element of this Agreement and further fails to correct such breach after being given a written notice specifically describing the breach and a reasonable opportunity to cure, the City shall be entitled to terminate this Agreement without further cause upon not less than ninety (90) days prior written notice to the County.

(d) If any undisputed reconciliation payment required to be made by either party pursuant to Section 19 above is not received by the party to whom it is due within the prescribed time and the defaulting party fails to cure such breach by making the undisputed reconciliation payment within five (5) business days after receipt of a delinquency notice from the other party, the party to whom the undisputed payment is owed shall be entitled to terminate this Agreement without further cause upon not less than ninety (90) days prior written notice to the other party.

(e) In the event of the termination of the Agreement pursuant to this Section, the City shall pay the County for all costs of services rendered through and until the effective date of termination.

27. **Administration**. The City Manager shall administer this Agreement on behalf of the City and the Sheriff shall administer this Agreement on behalf of the County.

28. **Audit**. The County shall maintain adequate financial records during the term of this Agreement to document its charges to the City, and report to the City in a manner acceptable to the City. Records for each fiscal year during the term of this Agreement shall be maintained by the County for a three-(3) year period after the City's receipt of the reconciliation for that fiscal year. County shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and obtain an independent audit said books and records and other books and records of the County at any reasonable time and as often as the City desires, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. The City shall have the unrestricted right to Audit the County's records related to the Agreement. Pursuant to Government Code Section 8546.7, the City and the County shall be subject to examination and audit by the State Auditor for a

period of three (3) years after final payment by the City to the County pursuant to this Agreement. The City and the County shall retain all records relating to performance of this Agreement for this three (3) year period, except that records pertaining to any audit then in progress, or any claims or litigation, shall be retained beyond such three (3) year period until final resolution of such audit, claim or litigation.

29. **Indemnification**.

(a) The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances, or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, or such alleged acts or omissions. With respect to public streets, works or property, City and County agree that nothing in this Section is intended to require City to indemnify and hold harmless the County for any claim or liability arising prior to the incorporation of City on July 1, 2003.

(b) County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from and against any loss, damage, claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

30. **Insurance.** Parties acknowledge that County is a self-insured entity. County has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, general commercial and automobile liability, and professional liability. County shall provide City with certificates of self-insurance, or other documentation, which details the scope, limits, and forms of County's self-insurance coverage. County agrees to provide City with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event County is unable to maintain insurance coverage(s) applicable to this Agreement, City shall have the right to terminate this Agreement.

31. **Assignment**. Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent. Because of the unique nature of the services contemplated by this Agreement, consent of either party may be withheld by either party, within that parties' sole discretion, whether deemed reasonable or not.

32. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement, approved by the Sacramento County Board of Supervisors and the Rancho Cordova City Council and executed by each of the parties hereto, which amendment shall then be attached to this Agreement and become an integrated part of this Agreement.

33. **Integration**. This Agreement and the subjects addressed herein supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement, including any "interim" agreements that the parties may have entered into.

34. **Construction and Interpretation**. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties 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.

35. **Waiver**. The waiver, at any time by any party, of any of its rights with respect to a default or other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

36. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement shall, at the option of either party, render the other provisions unenforceable, invalid or illegal, provided that such invalidity materially affects the respective rights and obligations of the parties.

37. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required written consent has been obtained pursuant to Section 31 above.

38. **Notices**. Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:
Sacramento County Sheriff
711 G Street
Sacramento, CA 95814

TO CITY:
City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

39. **Dispute Resolution**. Prior to initiating any legal proceedings with respect to the performance of this Agreement, the parties shall first engage in a good faith effort to resolve any claims, disputes, or other matters in question between them by mediation. The costs of the mediation shall be borne equally between the parties and shall be held in Sacramento, California.

* * * * *

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

CITY OF RANCHO CORDOVA, a municipal corporation

Dated:_____, 2004

By_____
LINDA BUDGE
Mayor, City of Rancho Cordova

Attest:_____
LILLIAN HARE, City Clerk

APPROVED AS TO FORM:

By_____
STEVEN R. MEYERS, City Attorney

COUNTY OF SACRAMENTO

Dated:_____, 2004

By_____
Chairperson, Board of Supervisors

(SEAL)

Attest:_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Assistant County Counsel

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Rancho Cordova Police Department

Service Plan

Fiscal Year 2004/2005

May 3, 2004

Rancho Cordova Police Department
Contract Law Enforcement Service Plan
For Fiscal Year 2004/2005

Personnel Costs			8,457,832
Sworn	64.588		
Non-Sworn	13.270		
Total Personnel	77.858		
Vehicle Costs			610,551
Marked Patrol Vehicles	33.6		
Unmarked - Undercover Vehicles	8.2		
Motorcycles	7.0		
Other Vehicles	6.0		
Total Vehicles	54.8		
Operating Costs - Services & Supplies			199,910
Police Station			301,286
Communications System			404,111
Officer Training			280,532
Crime Reports, Records Maintenance & Word Processing			439,346
Crime Scene Investigation			75,431
Property Storage			125,807
Booking Costs - Main Jail			343,250
Detective Services			132,231
Specialty Services			
Special Weapons and Tactics (SWAT)		9,510	
Critical Incident Negotiating Team		4,755	
Canine		7,022	
Hazardous Materials		2,161	
Explosive Ordinance		8,102	
Air Support (Helicopter)		50,022	
Total Speciality Services			81,572
Personnel Support			
Administrative Division (Personnel Records & Payroll)		63,186	
Internal Affairs		10,492	
Fair Employment, Employee Relations, & Pre-Employment Investigations		60,926	
Court Liaison - Subpoeana Processing		12,900	
Arrestee Transportation Services		20,510	
Total Personnel Support			168,014
Information Technology Support			74,204

Rancho Cordova Police Department
Contract Law Enforcement Service Plan
For Fiscal Year 2004/2005

Excess Liability Insurance Premium		24,603
Community Support		
Parking Citation Processing	79,331	
Alarm Ordinance Support	21,694	
Parking Citation Collections	(180,000)	
Alarm Permit Fees & False Alarm Fees	(94,100)	
Total Community Support		(173,075)
Department Wide Overhead		26,989
Total Ongoing Costs Billed By Sheriff's Department		**11,572,594**
One-Time Equipping Costs		
Personnel - Safety Equipment		53,693
Personnel - Radios		162,688
Vehicles - Radios		137,345
Vehicles - Automatic Vehicle Locator & Tracking System		37,191
Vehicles - Mobile Data Terminals		145,608
Vehicles - Shotguns		6,600
Total One-Time Equipping Costs		**543,125**
Total Costs Billed Through the Sheriff's Department		**12,115,719**
Insurance Costs - Billed through County Risk Management		
Worker's Compensation Insurance - First Dollar (Complete) Coverage		651,500
Liability Insurance - $10,000 deductible per occurrence		204,500
Total Insurance Costs Billed through County Risk Management		**856,000**
Total Law Enforcement Costs - Fiscal Year 2004/2005		**12,971,719**

Rancho Cordova Police Department

Organizational Model

Fiscal Year 2004/2005

May 3, 2004

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Executive Summary

The City of Rancho Cordova has established a law enforcement services contract with the Sacramento County Sheriff's Department, thus forming the Rancho Cordova Police Department. The Rancho Cordova Police Department will provide quality and efficient law enforcement services to the citizens of Rancho Cordova.

Police Department Philosophy and Values Statement

The Rancho Cordova Police Department is a community based policing organization and subscribes to Community Oriented Policing. Community Oriented Policing (C.O.P.) is a philosophy, management style and organizational strategy that promotes pro-active problem solving and police-community partnerships.

There are six major principles that are critical to the Community Oriented Policing philosophy:

- Partnerships
- Accountability
- Empowerment
- Problem Solving
- Service Orientation
- Risk Taking

The core values of the Rancho Cordova Police Department are as follows:

- We believe in empowering our employees
- We will present a professional image at all times
- We promote constant employee development
- We believe in community partnerships
- We believe in total quality customer satisfaction
- We shall participate in strong community leadership

Shared Command Model

The Rancho Cordova Police Department has been formed as a Shared Command police agency. The benefits of the Shared Command to the Rancho Cordova Police Department are:

- Allows for the sharing of specific personnel and resources
- Allows cross response capability for emergency or life-threatening calls for service
- Reduces operational costs without losing service
- Encourages a regional approach to the delivery of law enforcement services
- Provides an economy of scale

Police Department Structure

The Rancho Cordova Police Department has been organized into six main components:

- Office of the Chief of Police
- Administrative Services Bureau
- Field Operations Bureau – Day Watch
- Field Operations Bureau – Evening Watch
- Field Operations Bureau – Night Watch
- Investigations and Community Services Bureau

The Rancho Cordova Police Department will have 65 sworn positions and 13 non-sworn positions operating under a Shared Command utilizing both dedicated and shared personnel.

Regional Support Services

The Rancho Cordova Police Department will have access to many regionalized support services provided by the Sacramento County Sheriff's Department. These services are available on an as needed basis and can be requested by the City of Rancho Cordova to enhance law enforcement services to the community. The City of Rancho Cordova will be billed for the actual support services used.

Performance Measures

The Rancho Cordova Police Department will evaluate its efficiency and effectiveness through a variety of performance measures. These performance measures are broken down into six specific categories:

- Ensuring order and civility in public places
- Reduction of crime and victimization
- Holding offenders accountable
- Efficient and effective use of resources (operational and financial)
- Using authority and force fairly and effectively
- Quality service and customer satisfaction

Fiscal Summary

The Rancho Cordova Police Department contract for law enforcements Services includes the following costs for the 2004/2005 fiscal year:

- Total Ongoing costs.....$11,572,594
- One-Time Equipping Costs.....$543,125
- Insurance Costs.....$856,000
- Total Law Enforcement Costs.....$12,971,719

Police Department Philosophy and Values Statement

The Rancho Cordova Police Department is a community based police agency that subscribes to the Community Oriented Policing philosophy and supports strong work values.

Community Oriented Policing

Community Oriented Policing (C.O.P.) has become the way of doing business at the Rancho Cordova Police Department. As managers and personnel adhere to the philosophy of problem solving, effective police-community partnerships have been forged.

There are six major principles that are critical to the Community Oriented Policing philosophy:

Partnerships

Cultivate partnerships within and among the Rancho Cordova Police Department, the community, and other governmental agencies.

Accountability

Foster mutual accountability for public safety resources and strategies among the Rancho Cordova Police Department, the community, and other governmental agencies.

Empowerment

Develop an organizational structure and environment that facilitates joint citizen and employee empowerment.

Problem Solving

Enhance community livability through use of long-term pro-active, problem-solving approaches for reduction of social disorder and fear of crime. The S.A.R.A. (Scanning, Analysis, Response, and Assessment) model is used in the department.

Service Orientation

Develop a customer service orientation that enhances our ability to provide service with concern to our community, other governmental agencies and departmental employees.

Risk Taking

Develop an organizational acceptance of risk taking in problem solving.

Every member of the department whether they are sworn, civilian, or volunteer plays a role in Community Oriented Policing.

Police Department Values

The Rancho Cordova Police Department is a value driven organization which supports strong work values that include:

- We believe in empowering our employees to make decisions, providing for a flexible and creative environment that fosters ownership and a high work ethic, while maintaining accountability and our commitment to the department, the profession and the community.

- We will present a professional image at all times, reflecting pride in our profession, respect for all whom we encounter, and demonstrating daily our commitment to quality service to our community and to each other.

- We promote constant employee development through training, coaching and mentoring, and recognition to enhance employee morale and to provide the best possible level of service to the community.

- We believe in community partnerships to address quality of life issues utilizing a problem solving approach and maintaining open lines of communication with all members of the community.

- We believe in total quality customer satisfaction by providing one-stop services access, community education, emergency response, and an integrated multi-agency approach to problem solving.

- We shall participate in strong community leadership, working with other community leaders to improve the quality of life for all with emphasis on the value and well being of our community's youth.

Shared Command Model

The Rancho Cordova Police Department has been formed as a Shared Command Model police agency. The benefits of the Shared Command to the Rancho Cordova Police Department are:

- Allows for the sharing of specific personnel and resources
- Allows cross response capability for emergency or life-threatening calls for service
- Reduces operational costs without losing service
- Encourages a regional approach to the delivery of law enforcement services
- Provides an economy of scale

The following Rancho Cordova Police Department personnel will be shared positions:

- Chief of Police – Division Commander
- Assistant Chief of Police – Assistant Division Commander
- Training Manager and Relief Supervisor
- Facility Maintenance Crew On-Call Deputy
- Building Security Officers
- Budget and Purchasing Officer
- Fleet and Equipment Officer
- Field Operations Bureaus – Patrol Watch Commanders
- Investigations and Community Services Bureau Commander
- Investigations Unit Supervisor
- Detectives
- Crime Analyst
- Investigations Unit Administrative Assistant
- Problem Oriented Policing Unit Supervisor
- Problem Oriented Policing Officers
- Crime Prevention Specialist
- Volunteer Services Coordinator

The City of Rancho Cordova will pay a percentage of each shared position without losing the services each position provides. This will afford flexibility in personnel management while reducing the actual personnel costs for the Rancho Cordova Police Department.

Cross Response Capability

Under the Shared Command Model, the City of Rancho Cordova would have its own distinct patrol force and would be permitted to cross respond to areas outside the city when life threatening or in-progress type calls occur (Sheriff's dispatch priority 0 and 1 designated calls).

Conversely, the Sacramento County Sheriff's Department would be permitted to cross respond to areas inside the City of Rancho Cordova when life threatening or in-progress type calls occur.

The ability to cross respond to adjoining areas would allow the City of Rancho Cordova and the Sacramento County Sheriff's Department to share resources at critical times and mutually benefit from the use of shared resources.

Police Department Structure

The Rancho Cordova Police Department has been organized into six main components:

- Office of the Chief of Police
- Administrative Services Bureau
- Field Operations Bureau – Day Watch
- Field Operations Bureau – Evening Watch
- Field Operations Bureau – Night Watch
- Investigations and Community Services Bureau

Office of the Chief of Police

The Office of the Chief of Police is the top management and administration of the Police Department. The Office of the Chief of Police oversees all aspects of the Police Department and its operations. The Office of the Chief of Police includes the following necessary personnel:

Chief of Police

The Chief of Police (Sheriff's Captain) commands the Police Department and is responsible for law enforcement in the City of Rancho Cordova. The Chief of Police will instruct, advise and direct subordinates in all pertinent phases of law enforcement and the operations of the Police Department.

The Chief of Police also causes documents, studies and reports to be prepared relative to the operation of the Police Department. The Chief of Police maintains positive relationships with the Rancho Cordova City Council and members of the public.

The Chief of Police serves as part of the City Manager's management team and coordinates services to the public with other city departments.

Assistant Chief of Police

The Assistant Chief of Police (Sheriff's Lieutenant) assists in the overall management of the Police Department. The Assistant Chief of Police oversees the planning and development of Police Department operations, budgeting, and personnel matters. The Assistant Chief of Police also directly supervises personnel assigned to the Administrative Services Bureau and the Office of the Chief of Police.

The Assistant Chief of Police coordinates staff and line functions, manages the budget and equipment for the Police Department and acts as a liaison for the Chief of Police. The Assistant Chief of Police also maintains documents and statistics in regard to Police Department operations and personnel matters.

Department Secretary

The Department Secretary (Senior Office Assistant – Confidential) provides administrative support to the Chief of Police and the Assistant Chief of Police. The Department Secretary is responsible for maintaining administrative files, confidential personnel records, and payroll records. The Department Secretary is responsible for scheduling appointments, creating and reviewing a variety of documents, and processing documents for both internal and external distribution. The Department Secretary is also responsible for answering telephones and routing U.S. Mail and department inter-office mail to the appropriate department personnel.

OFFICE OF THE CHIEF OF POLICE		
Position Title	Authorized	Status
Sheriff's Captain – Chief of Police / Commander	1	Shared
Sheriff's Lieutenant – Assistant Chief of Police / Commander	1	Shared
Senior Office Assistant (Confidential) – Department Secretary	1	Dedicated

Administrative Services Bureau

The Administrative Services Bureau is comprised of the training, finance and facility operations components of the Police Department. The Administrative Services Bureau provides the necessary support functions needed by the Police Department and supports its daily operations.

The various components of the Administrative Services Bureau oversee the Police Department budget, procurement of fixed assets, and the coordination of services and supplies. The Administrative Services Bureau is responsible for scheduling and coordinating all training related matters for Police Department personnel.

The integral positions within the Administrative Services Bureau include the following:

Training Manager and Relief Supervisor

The Training Manager and Relief Supervisor (Sheriff's Sergeant) tracks and schedules all Police Department personnel for attendance at mandated and skill enhancing training. This ensures compliance with the California Commission on Peace Officer Standards and Training (P.O.S.T.) requirements.

Additionally, the Training Manager and Relief Supervisor administers the field training program for newly assigned officers and acts as the Police Department liaison for other community programs and services such as Megan's Law, etc.

The Training Manager and Relief Supervisor directly supervises the Security Officers assigned to the Police Department and the Facility Maintenance Crew On-Call Deputy Sheriff. The Training Manager and Relief Supervisor will also coordinate special projects for the Police Department, as requested by the Chief of Police or the Assistant Chief of Police.

The Training Manager and Relief Supervisor may also substitute for another sergeant in the Police Department during periods of extended absence.

Facility Maintenance Crew

The Facility Maintenance Crew (On-Call Deputy Sheriff) supervises sentenced Sacramento County Jail Work Project inmates in a variety of work assignments at the Police Department.

The On-Call Deputy Sheriff supervises the cleaning of patrol vehicles and works on special projects in support of facility maintenance and department operations. The On-Call Deputy Sheriff will also escort, supervise and transport arrestees when needed to relieve Patrol Officers for other duties.

Building Security Officers

Building Security Officers are stationed in the Police Department lobby and are responsible for the security and safety of the building and employees. The Building Security Officers are responsible for controlling and regulating the access of visitors to the building and handling public inquiries either in person or by telephone. Building Security Officers also perform regular patrols of the facility grounds and write reports as needed.

Budget and Purchasing Officer

The Budget and Purchasing Officer (Sheriff's Records Officer II) is responsible for preparing the Police Department budget, which includes the analysis and estimates of expenditures; analysis and projections of revenue; and preparing a variety of financial documents. The Budget and Purchasing Officer also maintains, prepares and supervises the disbursement of funds for the receipt of services, supplies, and equipment.

The Budget and Purchasing Officer oversees the purchasing of supplies and equipment for the Police Department. The Budget and Purchasing Officer will ensure products meet specific standards in both proper need and quality, while researching acceptable pricing.

Additional duties for the Budget and Purchasing Officer include acting as the liaison for computer and information technology issues, serving as the travel coordinator for the Police Department, and supervising the Fleet and Equipment Officer.

Fleet and Equipment Officer

The Fleet and Equipment Officer (Sheriff's Records Officer I) is responsible for all vehicles assigned to the Police Department. The Fleet and Equipment Officer coordinates all vehicle preventative maintenance, repairs and ensures proper cleaning of each vehicle.

The Fleet and Equipment Officer will maintain proper inventories on all issued equipment and supplies and will issue needed equipment when necessary. The Fleet and Equipment Officer will assist in ordering supplies, coordinate facility maintenance and repairs, and will oversee proper long-term storage of Police Department business records.

ADMINISTRATIVE SERVICES BUREAU		
Position Title	Authorized	Status
Sheriff's Sergeant – Training Manager and Relief Supervisor	1	Shared
On-Call Deputy Sheriff – Facility Maintenance Crew	1	Shared
Sheriff's Security Officer – Building Security	2	Shared
Sheriff's Records Officer II – Budget and Purchasing	1	Shared
Sheriff's Records Officer I – Fleet and Equipment	1	Shared

Field Operations Bureau – Patrol Services

To ensure proper 24-hour coverage of law enforcement patrol services in the City of Rancho Cordova, Field Operations is divided into three independent operational bureaus:

- Field Operations Bureau - Day Watch
- Field Operations Bureau - Evening Watch
- Field Operations Bureau - Night Watch

Each watch is comprised of a Watch Commander, Sergeants and Patrol Officers. Support personnel are assigned to Day Watch and Evening Watch to assist with the workload during peak times. The primary function of the Field Operations Bureau is the protection of life and property through proactive activities and responding to calls for service.

Field Operations includes the following essential personnel:

Watch Commander

The Watch Commander (Sheriff's Lieutenant) is responsible for the effective daily operations of the watch. The Watch Commander reviews and investigates all complaints relative to the delivery of services or complaints against officers.

The Watch Commander also supervises and instructs subordinate personnel, commands major incidents or events, and acts on behalf of the Chief of Police or Assistant Chief of Police in their absence.

The Watch Commander serves as part of the leadership team of the Chief of Police and participates in the development of policies, procedures and action plans.

Watch Sergeant

The Watch Sergeant (Sheriff's Sergeant) is the supervisor of a patrol team and provides general field supervision and directs field operations. The Watch Sergeant supervises crime scenes, major calls or events, and acts on behalf of the Watch Commander in their absence.

The Watch Sergeant is also responsible for:

- Scheduling personnel to ensure proper staffing levels are met
- Scheduling personal time off for personnel
- Coordinating mandated training
- Inspecting personnel and equipment
- Reviewing and approving reports
- Evaluating the work performance of assigned personnel
- Counseling and mentoring personnel
- Investigating complaints relative to services or personnel
- Coordinating proactive problem solving activities and intervention
- Interacting with the community on law enforcement issues

Patrol Officer

A Patrol Officer (Sheriff's Deputy) is responsible for an assigned area, responds to calls for service, and participates in proactive and problem solving activities. Patrol Officers investigate reports of criminal activity, collect evidence and make arrests.

Patrol Officers intervene in disturbances to protect life or property while finding a peaceful resolution to the problem. Patrol Officers will assist allied agencies in emergency situations and assist in the criminal prosecution process by writing reports and testifying in court.

In addition to responding to calls for service, Patrol Officers will respond to traffic collisions when officers of the Traffic Unit are unavailable. Patrol Officers will take proactive enforcement on traffic violations and cite violators when appropriate.

Community Services Specialist II

The Community Services Specialist II will assist sworn personnel with a variety of support duties that may include the following:

- Patrol an assigned area for parking and traffic violations
- Directing traffic
- Assisting at crime scenes
- Towing vehicles
- Preparing minor or non-injury related traffic collision reports
- Preparing certain crime reports
- Assisting at major events or special community activities
- Other non-hazardous community service activities

The Community Services Specialist II will relieve Patrol Officers to handle more urgent or hazardous calls for service. The Community Services Specialists provide a visible presence within the community and may help deter crime and assist in responding to law enforcement matters more rapidly.

Due to the high number of calls for service and available resources, Community Services Specialist II's would only be assigned to the Day Watch and the Evening Watch. Additional positions could be added to Night Watch if deemed necessary at a later date.

FIELD OPERATIONS BUREAU – DAY WATCH		
Position Title	Authorized	Status
Sheriff's Lieutenant – Watch Commander	1	Shared
Sheriff's Sergeant – Watch Sergeant	2	Dedicated
Sheriff's Deputy – Patrol Officer	11	Dedicated
Community Services Specialist II	2	Dedicated

FIELD OPERATIONS BUREAU – EVENING WATCH		
Position Title	Authorized	Status
Sheriff's Lieutenant – Watch Commander	1	Shared
Sheriff's Sergeant – Watch Sergeant	2	Dedicated
Sheriff's Deputy – Patrol Officer	13	Dedicated
Community Services Specialist II	2	Dedicated

FIELD OPERATIONS BUREAU – NIGHT WATCH		
Position Title	Authorized	Status
Sheriff's Lieutenant – Watch Commander	1	Shared
Sheriff's Sergeant – Watch Sergeant	2	Dedicated
Sheriff's Deputy – Patrol Officer	11	Dedicated

Investigations and Community Services Bureau

The Investigations and Community Services Bureau is comprised of the following units:

- Investigations Unit
- Traffic Unit
- Community Services and Problem Oriented Policing (P.O.P.) Unit

The positions within the Investigations and Community Services Bureau include the following:

Investigations and Community Services Bureau Commander

The Investigations and Community Services Bureau Commander (Sheriff's Lieutenant) is responsible for the effective daily operations of the Investigations Unit, Traffic Unit and the Community Services and Problem Oriented Policing Unit. The Bureau Commander reviews and investigates all complaints relative to the delivery of services or complaints against personnel.

The Bureau Commander serves as part of the leadership team of the Chief of Police and participates in the development of policies, procedures and action plans. The Bureau Commander will help to develop proactive and problem solving activities and will meet with the community to address law enforcement needs and issues.

The Bureau Commander will also act as a liaison to other bureaus, divisions and other city and county departments. The Bureau Commander will serve on several committees in the criminal justice system and ensure compliance with mandated state and local programs.

Investigations Unit

The Investigations Unit is responsible for investigating all reported crimes that require follow-up investigation. Detectives assigned to the Investigations Unit will attempt to identify suspects through interviews and physical evidence. The Investigations Unit will collect evidence and prepare reports for criminal prosecution.

The following positions are included in the Investigations Unit:

Detective Sergeant

The Detective Sergeant (Sheriff's Sergeant) is the supervisor of the Investigations Unit and reviews all incoming cases, makes case assignments and provides direction and assistance to investigators as needed.

The Detective Sergeant reviews the progress and final disposition of all cases for submission to the District Attorney's Office for prosecution. The Detective Sergeant will respond to assist Patrol Officers as needed and will coordinate activities and investigations with other units, bureaus, and divisions.

The Detective Sergeant is also responsible for:

- Scheduling personnel to ensure proper staffing levels are met
- Scheduling personal time off for personnel
- Coordinating mandated training
- Inspecting personnel and equipment
- Reviewing and approving reports
- Evaluating the work performance of assigned personnel
- Counseling and mentoring personnel
- Investigating complaints relative to services or personnel
- Coordinating proactive problem solving activities and intervention
- Interacting with the community on law enforcement issues

Detectives

Detectives (Sheriff's Deputy – Detective) assigned to the Rancho Cordova Police Department will follow the current criteria for investigating the following types of crimes:

- Domestic Violence
- Missing Persons
- Burglary
- Financial Crimes
- Street Level Narcotics and Gang activities
- Other miscellaneous type cases

Under the current criteria, the most serious cases are assigned to a Detective for immediate investigation. Less serious cases may be assigned if the Detective caseload allows and there is a likelihood of a successful prosecution. Certain cases may not be assigned due to lack of investigative leads, no identifiable suspect or lack of elements needed to successfully prosecute the case.

Investigative follow-up by Rancho Cordova Police Department Detectives does not include the following types of cases:

- Homicide
- High Tech Crimes
- Major Narcotics Investigations

Investigators for these types of cases require extensive training and experience. Investigators for these types of crimes will be available through the Centralized Investigations Division of the Sacramento County Sheriff's Department.

These services will only be used when needed and the City of Rancho Cordova would only be billed for the actual services provided.

Crime Analyst

The Crime Analyst (Sheriff's Records Officer I) collects and compiles a variety of statistical data from arrest reports, crime reports and other sources of intelligence information. This information enables the analyst to identify crime patterns and trends for the purpose of identifying repeat offenders or evidence of on-going criminal activities. The Crime Analyst prepares analytical studies, crime reduction progress reports and creates crime trend bulletins.

The Crime Analyst assists Patrol Officers and Detectives by gathering and developing intelligence through crime analysis data. The Crime Analyst disseminates statistics, bulletins, charts, maps, and reports to various user groups and to all levels of personnel in the Police Department.

Administrative Assistant

The Administrative Assistant (Senior Office Assistant) provides administrative support to the Investigations Unit. The Administrative Assistant is responsible for providing public information and assistance to both internal and external customers with regard to investigations.

The Administrative Assistant also performs a variety of office duties to include handling telephone inquiries, data entry and record keeping, filing and the preparation of various documents.

INVESTIGATIONS UNIT		
Position Title	Authorized	Status
Sheriff's Lieutenant (Bureau Commander)	1	Shared
Detective Sergeant	1	Shared
Detectives	8	Shared
Sheriff's Records Officer I (Crime Analyst)	1	Shared
Senior Office Assistant	1	Shared

Traffic Unit

The Traffic Unit will enforce traffic laws, document vehicle collisions and provide general law enforcement services. The Traffic Unit will improve the quality of life in neighborhoods through traffic enforcement and mitigation efforts.

The Traffic Unit will also conduct investigations involving traffic related offenses, serious injuries or deaths caused by traffic collisions and other traffic related crimes such as auto theft and driving under the influence.

The Traffic Unit includes the following necessary personnel:

Traffic Sergeant

The Traffic Unit Sergeant (Sheriff's Sergeant) is the supervisor of the Traffic Unit and reviews all collision reports, supervises major collision investigations, and directs enforcement activities.

The Traffic Sergeant is also responsible for:

- Scheduling personnel to ensure proper staffing levels are met
- Scheduling personal time off for personnel
- Coordinating mandated training
- Inspecting personnel and equipment
- Reviewing and approving reports
- Evaluating the work performance of assigned personnel
- Counseling and mentoring personnel
- Investigating complaints relative to services or personnel
- Coordinating proactive problem solving activities and intervention
- Interacting with the community on law enforcement issues
- Monitoring all traffic related grant requirements for compliance
- Coordinating the maintenance of all traffic enforcement equipment

Traffic Officers

Traffic Officers (Sheriff's Deputies) assigned to the Traffic Unit will be primarily responsible for enforcing the laws of the California Vehicle Code, local traffic ordinances, and investigating injury collisions.

Traffic Officers will conduct proactive enforcement and intervention activities on problem areas and investigate traffic related complaints. Traffic Officers are also responsible for general law enforcement activities when requested by dispatcher or assigned by a supervisor. Traffic Officers may also be utilized for special traffic or crowd control functions at special events.

Traffic Detective

The Traffic Detective (Sheriff's Deputy – Detective) is responsible for investigative follow-up on traffic collisions, auto theft cases, and hit and run collisions. The Traffic Detective also presents driving under the influence cases to the District Attorney's Office and coordinates regional investigations with allied agencies.

Traffic Analyst

The Traffic Analyst (Sheriff's Records Officer I) is responsible for the traffic related records and reporting mandates of the Police Department. The Traffic Analyst will process all citations, accident reports, and traffic complaints.

The Traffic Analyst will also handle requests for copies of accident reports and compile data for entry into the Statewide Integrated Traffic Record System (S.W.I.T.R.S.). The Traffic Analyst will process information related to abandoned vehicles and parking complaints.

Towing Coordinator

The Towing Coordinator (Sheriff's Records Officer I) is responsible for all towing related issues for the Police Department. The Towing Coordinator will have the capability to access various law enforcement databases to identify the registered and legal owners of towed or stored vehicles.

The Towing Coordinator will handle the release process of vehicles towed, accept and post administrative release fees and make computer entries as required by the California Department of Justice and Department of Motor Vehicles.

The Towing Coordinator will also respond to all public inquires regarding tow rates, procedures and will coordinate with designated contract tow companies. All paperwork and files relative to towed vehicles or the towing program will be processed by the Towing Coordinator. Having a local Towing Coordinator within the City of Rancho Cordova will provide the residents convenient access to resolve any towing related issues.

Parking Enforcement Officers

The Parking Enforcement Officers (Sheriff's Community Services Specialist I) will patrol an assigned area and issue citations to violators of parking and other local ordinances. The Parking Enforcement Officers will assist in special events, major incidents and provide other services as appropriate. Coverage by the parking enforcement officers will be seven days a week.

TRAFFIC UNIT		
Position Title	Authorized	Status
Traffic Sergeant	1	Dedicated
Sheriff's Deputy (Traffic Officers)	6	Dedicated
Sheriff's Deputy (Traffic Detective)	1	Dedicated
Sheriff's Records Officer I (Traffic Analyst)	1	Dedicated
Sheriff's Records Officer I (Towing Coordinator)	1	Dedicated
Community Services Specialist I (Parking Enforcement)	1.5	Dedicated

Community Services and Problem Oriented Policing Unit

The Community Services and Problem Oriented Policing Unit provide the following community services:

- Problem Oriented Policing
- School Resources
- Crime Prevention Services
- Volunteer Services

The Community Services and Problem Oriented Policing Unit is comprised of several components that work together to prevent, reduce and address long-term problems within the community.

The following personnel will be assigned to the Community Services and Problem Oriented Policing Unit:

Problem Oriented Policing Sergeant

The Problem Oriented Policing Sergeant (Sheriff's Sergeant) is responsible for the effective daily operations of the Community Services and Problem Oriented Policing Unit and its personnel. In addition to supervisory duties, the Problem Oriented Policing Sergeant meets with businesses, school faculty and community leaders to address quality of life issues affecting the community.

The Problem Oriented Policing Sergeant will also develop proactive and problem solving activities and will act as a liaison to other bureaus, divisions and other city and county departments. The Problem Oriented Policing Sergeant will serve on several committees in the criminal justice system and the community.

The Problem Oriented Policing Sergeant develops community support for volunteer services and assists in crime prevention through Neighborhood Watch programs. The Problem Oriented Policing Sergeant will prioritize and assign community Problem Oriented Policing projects to officers and provide support and assistance when needed.

Problem Oriented Policing Officers

Problem Oriented Policing (P.O.P.) Officers (Sheriff's Deputies) are responsible for identifying long-term solutions to community crime problems in support of the Community Oriented Policing philosophy. The Problem Oriented Policing Officers work together with the community to improve the quality of life in neighborhoods.

The P.O.P. Officers also work with other public resources to develop strategies and resolve common community law enforcement issues, neighborhood nuisances and other crime problems. P.O.P. Officers support patrol operations through directed patrol and other activities, which reduce the number of patrol calls for service.

School Resource Officers

School Resource Officers (S.R.O.) (Sheriff's Deputies) establish partnerships between local schools, youth and law enforcement. The School Resource Officers interact with students in a setting that builds trust while reinforcing that Police Officers are positive role models.

The School Resource Officers interact with students, faculty, parents, and civic leaders to promote positive relations. The School Resource Officers serve as a primary resource for students who are victims of crime.

The presence of School Resource Officers within the education system will progressively impact the youth of the community. The immediate effect would be to maintain a safe school environment and build a long-term partnership between law enforcement and the educational institutions of the community.

Crime Prevention Specialist

The Crime Prevention Specialist (Sheriff's Community Services Specialist III) is responsible for developing, implementing and evaluating crime prevention programs. The Crime Prevention Specialist coordinates the community Neighborhood Watch programs and Business Watch programs.

The Crime Prevention Specialist also makes presentations to community based organizations on crime prevention topics and develops crime prevention informational handouts for community meetings and events. The Crime Prevention Specialist performs business and residential security surveys and offers valuable input into building plans for the community.

Volunteer Services Coordinator

How many volunteers are there? just VIPs?

The Volunteer Services Coordinator (Sheriff's Community Services Specialist III) serves as the Office Manager for the Police Department Community Service Center. The Volunteer Services Coordinator is responsible for daily operations of the Community Service Center and supervises the community volunteers.

The Volunteer Services Coordinator also recruits, trains, and assigns the work of the volunteer staff. The Volunteer Services Coordinator reviews and approves all reports written by the volunteers and ensures proper customer service.

COMMUNITY SERVICES AND PROBLEM ORIENTED POLICING UNIT		
Position Title	Authorized	Status
Sheriff's Sergeant	1	Shared
Sheriff's Deputy (P.O.P. Officers)	3	Shared
Sheriff's Deputy (P.O.P. Officer - Weed and Seed Grant Area)	1	Dedicated
Sheriff's Deputy (School Resource Officers)	2	Dedicated
C.S.S. III – Crime Prevention Specialist	1	Shared
C.S.S. III – Volunteer Services Coordinator	1	Shared

Regional Support Services

The Rancho Cordova Police Department will have access to many regionalized support services provided by the Sacramento County Sheriff's Department. These services are available on an as needed basis and can be requested by the City of Rancho Cordova to enhance law enforcement services to the community. The City of Rancho Cordova will be billed for the actual support services used.

The following regional support services can be provided to the Rancho Cordova Police Department:

Media and Public Affairs Unit

The Media and Public Affairs Unit is responsible for preparing press releases and other written material and maintaining a cooperative working relationship with the news media. The Media and Public Affairs Unit develops, organizes, directs and evaluates programs involving community relations and public information.

Specialized Services within Field Services

Within Field Services, there are some other county-wide programs that cross over operational areas within the Sacramento County Sheriff's Department. These programs are overseen by the Chief Deputy for Field Services and include the following components:

- Patrol Training Unit
- Court Liaison Unit
- Parking Enforcement Program
- Electronic Tracking System Program
- Off-Duty Employment Program

Centralized Investigations Division

The Centralized Investigations Division conducts various specialized investigations that include the following components:

- Bias and Hate Crime Detail
- Domestic Violence Response Team (D.V.R.T.)
- Homicide Detail
- Child Abuse Detail
- Sexual Assault Detail
- Sex Offender Registration Detail
- Elder Abuse Detail
- Special Enforcement Detail (S.E.D.)
- Warrant – Fugitive Detail
- Gang Investigation Detail
- Critical Incident Negotiations Team (C.I.N.T.)

Narcotics Investigations Division

The Narcotics Investigations Division focuses on apprehending mid to upper-level drug offenders. The components of the Narcotics Investigation Division include:

- Crack Rock Impact Project (C.R.I.P.)
- High Intensity Drug Trafficking Area (H.I.D.T.A.)
- California Multi-Jurisdictional Methamphetamine Enforcement Team (CAL-M.M.E.T.)
- Asset Forfeiture Unit

Hi-Tech Crimes Division

The Hi-Tech Crimes Division, consisting of multi-jurisdictional staff, investigates white collar crimes as well as other types of technical or complicated cases. Components of the Hi-Tech Crimes Division include:

- Hi-Tech Crimes Task Force (computer and internet crimes)
- Identity Theft Task Force
- Robbery Detail
- Real Estate Fraud Detail
- Sacramento County Auto Theft Suppression Task Force (SAC-C.A.T.S.)

Special Operations Division

The Special Operations Division consists of several department wide technical or specialized units. The components of the Special Operations Division include the following:

- Air Support Bureau
- Environmental Crimes Unit
- Explosive Ordinance Detail (E.O.D.)
- Mobile Emergency Operations Unit
- Terrorism Early Warning Group (T.E.W.G.)
- Mounted Search and Rescue Unit
- Canine Detail
- Regional Transit Security Detail
- Volunteers in Partnership with the Sheriff (V.I.P.S.) Program
- Reserve Forces Coordination Unit
- Motorcycle Detail
- Sheriff's Amateur Radio Program (S.H.A.R.P.)
- Sheriff's Explorer Program
- Marine Enforcement Detail (M.E.D.)

Special Investigations and Intelligence Bureau

The Special Investigations and Intelligence Bureau (S.I.I.B.) conducts investigations into several specialized areas identified below:

- Special Business Licensing and Concealed Weapons Permits
- Organized Crime and Criminal Intelligence Unit
- Gambling and Vice Investigations Unit
- Alcoholic Beverage Control Regulations Program
- Joint Terrorism Task Force

Technical Services Division

The Technical Services Division provides a variety of services and includes the following bureaus or units:

- Records Bureau
- Identification and Crime Scene Investigations Bureau
- Communications Bureau
- Property Bureau
- Alarm Ordinance Unit
- Cal-I.D. Unit
- Information Services Bureau
- Technology Grants Bureau

Administrative Division

The Administrative Division is responsible for providing support for all employees and divisions of the Sacramento County Sheriff's Department. The following units are contained within the Administrative Division:

- Fiscal Affairs Unit
- Purchasing Unit
- Personnel and Human Resources Unit
- Payroll Unit
- Bingo Compliance Unit
- Fleet Management Unit
- Department Safety Officer

Training, Planning and Research Division

The Training, Planning and Research Division is responsible for the training of all personnel within the department. This includes all sworn, civilian and volunteers who work for the Sacramento County Sheriff's Department.

The Training, Planning and Research Division also provides pre-service training (basic academy and advanced training courses) for affiliated and non-affiliated personnel.

The following components are within the Training, Planning and Research Division:

- Northern California Regional Public Safety Training College (Basic academy and In-Service training)
- Sacramento Regional Driver Training Facility
- Kenneth Royal Firearms Range
- Planning and Research Unit

Legal Affairs Unit

The Legal Affairs Unit handles all legal matters for the department which may include claims against the department, lawsuits against personnel and a variety of other legal matters.

Internal Affairs Unit

The Internal Affairs Unit investigates allegations of department employee misconduct, and prepares reports and recommendations regarding any disciplinary action to be taken.

Fair Employment Officer

The Fair Employment Officer oversees and investigates complaints of all types of workplace discrimination and harassment. The Fair Employment Officer coordinates training in job-related discrimination and harassment issues, maintains records on investigations and dispositions of complaints, and serves as a resource for supervisors and managers on these issues.

Employee Relations Officer

The Employee Relations Officer is responsible for dealing with employee relations issues, including complaints based on violations of an employee bargaining agreement, or any condition of employment.

Additionally, the Employee Relations Officer makes referrals to the Employee Assistance Program, initiates fitness for duty evaluations, handles post-traumatic incident counseling, coordinates union time off, handles issues surrounding employee injuries and deaths, and is a consultant for employees. The Peer Support Program is also coordinated by the Employee Relations Officer.

Pre-Employment Investigations Unit

The Pre-Employment Investigations Unit conducts full pre-employment background investigations for all sworn personnel and most civilian job classifications. All pre-employment personnel records are maintained by the Pre-Employment Investigations Unit in accordance with the California Commission on Peace Officer Standards and Training (P.O.S.T.) requirements.

The Pre-Employment Investigations Unit also coordinates all employee recruitment efforts for the department.

Performance Measures

The Rancho Cordova Police Department will evaluate its efficiency and effectiveness through a variety of performance measures. These performance measures are broken down into six specific categories:

- Ensuring order and civility in public places
- Reduction of crime and victimization
- Holding offenders accountable
- Efficient and effective use of resources (operational and financial)
- Using authority and force fairly and effectively
- Quality service and customer satisfaction

Ensuring Order and Civility in Public Places

- Neighborhood revitalization activities (code enforcement, Weed & Seed grant, P.O.P. projects, changes in property values)*
- Traffic safety
  - Accident rates – fatal, injury and non-injury
  - Traffic citations
  - Traffic calming measures
  - Special programs – D.U.I., seatbelt enforcement & child restraint
- School safety*
  - Reported crime in schools
  - Public perception of safety in schools
  - Special programs – gang education, youth mentoring
- Park safety*
  - Usage
  - Reported crime in parks
  - Public perception of safety in parks
- Public transit safety*
  - Usage
  - Reported crime during public transit
  - Public perception of safety on public transit

Reduction of Crime and Victimization

- Part 1 and Part 2 Crime rates per capita (citywide and by beats, neighborhoods)
- Reporting of crime & fear of crime (use of alternative measures such as victimization, fear level, domestic violence and public health surveys)*
- Reduction in repeat calls for service (by category and specific locations)
- Crime prevention initiatives (measuring crime reduction)*
- Crime Prevention Through Environmental Design (CPTED)*

Holding Offenders Accountable

- Arrest data – felony and misdemeanor
- Filing rates*
- Conviction rates*
- Clearance rates for crime
- Gang related enforcement and gang activity
- Parole and probation searches and arrests
- Diversion programs (drug courts, family violence treatment programs, etc.)*

Efficient and Effective Use of Resources (Operational and Financial)

- Response time to emergency (life threatening and crimes in progress) calls for service
- Response time to non-emergency calls for service
- Alternative methods of service delivery
    - Civilian employees
    - Volunteers
    - Self-reporting (Internet, mail)
    - Telephonic response
    - Referrals
- Percentage of discretionary patrol time*
- Resources used for repeat calls for service (by type & location – such as false alarms, domestic violence, chronic nuisances, etc.)*
- Financial accountability
    - meeting budget goals
    - overtime usage
- Risk management (vehicle accident rates, lawsuits)*
- Problem-solving initiatives*
- Community goals (community engagement in goal setting, beat meetings)*
- Formal program evaluations*



Using Authority and Force Fairly and Effectively

- Use of force rates (officer involved shootings, lethal and less-than-lethal force, physical force)*
- Complaints related to force and abuse of authority
- Other citizen complaints
- Officer-initiated activity levels (vehicle stops, suspicious person stops)
- Confidence/trust levels between community and police department*
- Racial profiling data*
- Pursuit analysis

Quality Service and Customer Satisfaction

- Customer satisfaction surveys*
- Service related complaints
- Feedback systems regarding public perceptions
- Community participation in problem identifications and solutions*
- Accessibility

* Denotes measures that are non-traditional or not commonly employed by most police agencies

Service Plan Fiscal Year 2004/2005

This information is also contained in the agreement for law enforcement services with Sacramento County

Personnel Costs			8,457,832
Sworn	64.588		
Non-Sworn	13.270		
Total Personnel	77.858		
Vehicle Costs			610,551
Marked Patrol Vehicles	33.6		
Unmarked - Undercover Vehicles	8.2		
Motorcycles	7.0		
Other Vehicles	6.0		
Total Vehicles	54.8		
Operating Costs - Services & Supplies			199,910
Police Station			301,286
Communications System			404,111
Officer Training			280,532
Crime Reports, Records Maintenance & Word Processing			439,346
Crime Scene Investigation			75,431
Property Storage			125,807
Booking Costs - Main Jail			343,250
Detective Services			132,231
Specialty Services			81,572
Personnel Support			
Administrative Division (Personnel Records & Payroll)		63,186	
Internal Affairs		10,492	
Fair Employment, Employee Relations, & Pre-Employment Investigations		60,926	
Court Liaison - Subpoena Processing		12,900	
Arrestee Transportation Services		20,510	
Total Personnel Support			168,014
Information Technology Support			74,204
Excess Liability Insurance Premium			24,603

Community Support		
Parking Citation Processing	79,331	
Alarm Ordinance Support	21,694	
Parking Citation Collections	(180,000)	
Alarm Permit Fees & False Alarm Fees	(94,100)	
Total Community Support		(173,075)
Department Wide Overhead		26,989
Total Ongoing Costs Billed By Sheriff's Department		**11,572,594**
One-Time Equipping Costs		
Personnel - Safety Equipment		53,693
Personnel - Radios		162,688
Vehicles - Radios		137,345
Vehicles - Automatic Vehicle Locator & Tracking System		37,191
Vehicles - Mobile Data Terminals		145,608
Vehicles - Shotguns		6,600
Total One-Time Equipping Costs		**543,125**
Total Costs Billed Through the Sheriff's Department		**12,115,719**
Insurance Costs - Billed through County Risk Management		
Worker's Compensation Insurance - First Dollar (Complete) Coverage		651,500
Liability Insurance - $10,000 deductible per occurrence		204,500
Total Insurance Costs Billed through County Risk Management		**856,000**
Total Law Enforcement Costs - Fiscal Year 2004/2005		**12,971,719**

down from $1.7 mill which was also for full service - now partial shared command.

Nothing has been provided in the Agenda Packet for Item 18. The City Manager will make an oral report and receive direction from the City Council.

AGENDA ITEM # 18

Memorandum

Date: May 3, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

Subject: **Appointment Process for Filling a Vacancy on the Planning Commission**

Summary and Recommendation

At the Regular City Council meeting of April 19, 2004, following the passing of Council Member Dave Roberts, the Council determined to fill the vacancy on the City Council by appointing a member from among the Planning Commission. The appointment is scheduled for a Special Meeting to be held on April 29. This appointment will leave a vacancy on the Planning Commission.

The current Planning Commission is constituted as follows:

Planning Commissioner	Appointed By Council Member or At Large
Troy Konarski	Bob McGarvey
Thomas Moe	Linda Budge
Ray Savorn	Ken Cooley
Dan Skoglund	David Sander
Art Smith	At Large
Ernest Vance	At Large
Tom Wentz	Dave Roberts

Ordinance 18-2003 provides that each Council Member has one nomination to the Planning Commission whose term shall coincide with the term of the Council Member that nominated that commissioner. A commissioner nominated by an individual member of the City Council shall be confirmed by a majority vote of the City Council.

Recommendation
Direct staff as deemed appropriate.

Attachment: Ordinance 18-2003 Establishment and Functions of the Planning Commission
Minutes of the City Council – November 10, 2003

AGENDA ITEM # 19

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE 2, CHAPTER 2.30 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE REGARDING THE ESTABLISHMENT AND FUNCTIONS OF THE PLANNING COMMISSION

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

SECTION 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Municipal Code to establish regulations for the formation and function of the Planning Commission.

SECTION 2: Findings and Determinations

The City Council hereby finds and determines:

A. **The amendment to the Rancho Cordova Municipal Code establishing regulations pertaining to the Planning Commission is exempt from the California Environmental Quality Act under CEQA Guideline Section 15061.** The proposed amendment to establish regulations pertaining to the Planning Commission will not have the potential to degrade the quality of the environment. Establishment and function of the Planning Commission will alter the process for review of project applications, but will not alter the criteria for such reviews. Therefore, establishment and function of the Planning Commission will not negatively impact the environment.

B. **The proposed Municipal Code amendment complies with all other applicable requirements of state law and local ordinances.** Obligations associated with the function of Planning Agency with the local land use agency, as well as the establishment of a Planning Commission to fulfill such obligations, is established under section 65100 of the Government Code of the state of California. Specific duties of the Planning Commission are established under the City of Rancho Cordova Zoning Code. Revisions to the Municipal Code implement and are consistent with both local and state regulations.

SECTION 3: Title 2, Chapter 2.30 of the Rancho Cordova Municipal Code is hereby amended to read as:

The City Council hereby replaces Title 2, Chapter 2.30 as follows:

Chapter 2.30

PLANNING COMMISSION
OF THE CITY

Sections:

2.30.010 Establishment.
2.30.020 Membership.
2.30.030 Terms of Office.

2.30.040 Qualifications.
2.30.050 Removal From Office.
2.30.060 Vacancies.
2.30.070 Duties and Functions of the Planning Commission.
2.30.080 Rules.
2.30.090 Organization.
2.30.100 Meetings
2.30.110 Committees.
2.30.120 Voting.

2.30.010 Establishment.

Pursuant to Section 65100 of the Government Code of the state of California, there is hereby established a planning commission which shall have the powers and duties and serve the purposes enumerated in said Section 65100 and this chapter, and which shall have jurisdiction within the incorporated boundaries of the City of Rancho Cordova.

2.30.020 Membership.

The planning commission shall consist of seven commission officers.

2.30.030 Appointments and Terms of Office.

Appointments to the planning commission shall be made by the City Council as follows:

1. Five commissioners shall be nominated by the individual members of the City Council prior to the first meeting of the Council in January 2004. The City Council shall confirm or reject each nomination at the first meeting of the Council in January 2004 or as soon thereafter as possible. A commissioner's term shall coincide with the term of the Councilmember that nominated that commissioner. Thereafter, following each election of the City Council, re-elected or newly elected members of the Council shall each nominate one member to serve on the planning commission within 90 days of taking office. All commissioners nominated by an individual member of the City Council shall be confirmed by a majority vote of the City Council. Should confirmation of a nominee not take place, the individual Councilmember making such nomination shall nominating another person) to serve on the planning commission, and continue this process, until the majority of the City Council confirms an appointment from each individual Councilmember.
2. Two commissioners shall be designated at large members and shall be selected by the City Council as a body from a pool of nominees. At large members may be nominated by any member of the City Council and appointments shall be made in a manner determined by the City Council. Two at large members of the commission shall be nominated and appointed by the first meeting of the City Council in January 2004, or as soon thereafter as the Council completes the selection process. The initial at large commissioners shall serve a term of one year, with all subsequent appointments for the at large commissioners to be for terms of four years.
3. No limit is established on the number of terms that a commissioner may serve.

2.30.40 Qualifications

Minimum qualifications for the position of planning commissioner are as follows: Planning Commissioners shall be at least 18 years of age; shall be registered to vote; shall not be an elected or appointed official of another public entity whose jurisdiction includes any part of the City; and, one of the at large commissioners shall reside either within the boundaries of the Cordova Recreation and Park District or within the

incorporated limits of the City of Rancho Cordova, and the remaining six commissioners shall reside within the incorporated limits of the City.

2.30. 050 Removal from Office.

A planning commissioner may be removed from office by the City Council without cause, notice or hearing.

2.30.060 Vacancies.

Vacancies which occur within the commission shall be filled for the unexpired portions of the terms as follows: vacancies of at large commissioners shall be filled pursuant to section 2.30.030(1); vacancies of all other commissioners shall be pursuant to section 2.30.030(1).

2.30.070 Duties and Functions of the Planning Commission.

The planning commission shall have the duties and functions as specified in the Municipal Code for the policy planning commission, project planning commission, subdivision review committee and zoning administrator. Additionally, the planning commission shall:

1. Serve as the planning agency for City of Rancho Cordova as provided by Chapter 3 of Title 7 of the Government Code;
2. Promote public interest in, and understanding of, the general plan, community plans and regulations relating to such plans;
3. Consider and provide recommendations to the City Council on amendments to the general plan, zoning code, specific plans and community plans;
4. Consider subdivision matters arising from the Subdivision Map Act and this code;
5. Consider appeals of Planning Director determinations;
6. Perform such other duties as the City Council shall prescribe.

2.30.080 Rules.

The planning commission shall adopt, subject to City Council approval, rules of procedure which shall govern the conduct of hearings and other business of the commission. Copies of the rules shall be published and shall be available at the office of the Clerk of the City Council.

2.30.090 Organization.

At the initial meeting of the commission, and annually thereafter at the first meeting of the calendar year for the commission, the members of the commission shall select a chairperson and vice-chairperson and shall determine the time, place and frequency of regular meetings.

2.30.100 Meetings

The planning commission shall meet at least once a month at a regularly scheduled time and date, and at other such times as the chairperson deems necessary to perform the duties of the commission.

2.30.110 Committees.

The planning commission is authorized to create committees from its membership, consisting of no more than two members, for the conduct of its business.

2.30.120 Voting.

Four members of the seven-member planning commission shall constitute a quorum, and a quorum is required for the commission to take action on any item on its agenda.

SECTION 4: Ordinance Supercedes County Code as Adopted by City

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title 2, Chapter 2.30 of the Rancho Cordova Municipal Code, as amended, shall supercede Title 2, Chapter 2.30 of the Sacramento County Code.

SECTION 5: 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 6: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published in accordance with California Government Code Section 36933(a) and shall take effect and be enforced thirty (30) days after its adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2003, by the following vote:

AYES:	Cooley, McGarvey, Sander, Budge, Roberts
NOES:	None
ABSENT:	None
ABSTENTIONS:	None

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CITY OF RANCHO CORDOVA
Minutes of The City Council
November 10, 2003

The Special Meeting of the City Council of the City of Rancho Cordova was held on Monday, November 10, 2003 at the City Council Chambers. Mayor Dave Roberts called the meeting to order at 6:40 p.m.

2. Interview Planning Commission Candidates

a. The City Council interviewed candidates for Planning Commissioner.

Candidate Interview Schedule

6:50 p.m.	Royce Harnsberger
7:00 p.m.	James W. Hunter
7:10 p.m.	Troy L. Konarski
7:20 p.m.	Thomas Moe
7:30 p.m.	Don M. Rumley
7:40 p.m.	Ray Savorn

Candidate Royce Harnsberger did not appear at the meeting to be interviewed.

Mayor Roberts called a recess at 8:10 p.m. and reconvened the meeting at 8:20 pm.

Continued Candidate Interview Schedule

8:10 p.m.	Dan Skoglund
8:20 p.m.	Art Smith
8:30 p.m.	Ernest F. Vance
8:40 p.m.	Ralph Vigna
8:50 p.m.	Tom Wentz

Candidate Ralph Vigna called to inform the Council that he was unable to attend this meeting, but was still interested in appointment to the Commission.

The City Council Members made the following nominations:

Council Member Sander nominated Dan Skoglund
Mayor Roberts nominated Tom Wentz
Mayor Pro Tempore Budge nominated Thomas Moe
Council Member McGarvey nominated Troy L. Konarski
Council Member Cooley nominated Ray Savorn

The Council Members made the following at-large nominations:

At-Large:

Art Smith
Ernest F. Vance

4. Adjournment

Their being no further business to come before the City Council, the meeting was adjourned at 10:20 p.m.

Memorandum

Date: May 3, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

Subject: **Appointment of Council Member(s) to Fill Vacancies on Regional Board.**

Summary and Recommendation

The passing of Council Member Dave Roberts has left vacancies on the County Criminal Justice Cabinet and on the County Sanitation District Board.

It is recommended that the Council take action to fill these vacancies.

Attachment: Summary of Council Member Appointments to Regional Jurisdictions

AGENDA ITEM # 20

CITY OF RANCHO CORDOVA
Summary of Council Member Appointments
Councilmember Appointments to Regional Jurisdictions

Functional Area	Agency	Meeting Schedule	Special Requirements (if any)	Current Appointee
Law Enforcement	County Criminal Justice Cabinet	2nd Thurs. of the month; 8 AM at County Courthouse	(Normally must be Mayor)	Vacant
Miscellaneous	Sacramento Metropolitan Cable Television Commission	1st Thurs. of the month; 2:30 PM at County Board of Sups. Chambers		McGarvey
Miscellaneous	Sacramento Local Agency Formation Commission (LAFCo)	1st Weds. of the month; 5:30 PM at County Board of Sups. Chambers Current term		**Not a Mayoral Appointment**
Mayors'& Board Chair Forum Collaborative	Meeting schedule published regularly	(Must be Mayor (for Mayors' & Board Chair Forum) & Mayor plus alternate for Core Group)		Budge
Solid Waste	Sacramento Regional County Solid Waste Authority (SWA)	2nd Thurs. of the month; 3:00 p.m. at County Board of Sups. Chambers		
Wastewater	Sacramento Regional County Sanitation District (Meets with County Sanitation District)	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Vacant
Transportation	Sacramento Transportation Authority (STA)	2nd Thurs. of the month; 1:30 PM at County Board of Sups. Chambers		Cooley Alternate: Budge
Transportation	Sacramento Area Council of Governments (SACOG)	3rd Thurs. of the month; 9AM at SACOG offices 1/29/03 – 1/01/07		Budge Alternate: Cooley
Transportation	Sacramento Regional Transit District Board of Directors	2nd and 4th Monday at 7:00 p.m.		Sander Alternate: McGarvey
General	League of California Steering Committee			Cooley

Staff Report

Date: May 3, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 4 and an Urgency Ordinance Establishing a Special Tax for Police Protection Services for the Quick Fit Tire Subdivision; RC 03-055

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached urgency 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.

Staff has reached the conclusion that it is necessary to adopt Ordinance No. __ 2004 as an urgency measure. The tentative parcel map for this project was approved by the Planning Commission on February 26, 2004. Planning Staff advised the applicant of the need to process a police tax at the time of approval. That requirement was included as a condition of approval on the map. The applicant has explained to Staff that it has complied with the other requirements to obtain its map, and is ready to close escrow on the property. The applicant has advised Staff that there is a possibility that the transaction will be unable to close and will go out of escrow if action is not taken immediately to create a Special Tax area and establish a Special Tax. Staff therefore believes that adoption of this ordinance as an urgency measure is necessary for the immediate preservation of public peace, health and safety.

MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached urgency ordinance."

ATTACHMENTS

1. Urgency Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Quick Fit Tire Subdivision

2. Resolution Creating Special Tax Area Zone 4

CITY OF RANCHO CORDOVA

ORDINANCE NO. __-2004

AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE QUICK FIT TIRE SUBDIVISION

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

Section 1. Purpose, Intent, Authority and Urgency Findings.

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 4 of the Rancho Cordova Special Police Tax Area.

This tax is a special tax within the meaning of Section 4 of the Article XIIIA 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 4.

This Urgency Ordinance is enacted pursuant to the authority of Government Code Sections 53978 (Police and Fire Protection Funds), 36937 (Ordinance for the immediate preservation of public peace, health or safety), and 66017(b) (Urgency Measures). It is necessary to adopt Ordinance No. ____ - 2004 as an urgency measure because failure to so adopt will result in the inability to place the issue of the proposed special tax to voters in Zone 4 in a timely manner, a result that will contribute to denying the citizens of the City supplemental funds to pay for police services or delay the provision of the same for a substantial period of time, to the detriment of public health, welfare and safety. Adoption of

this Ordinance as an urgency measure is necessary for the immediate preservation of the public peace, health and safety.

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 4" ("Zone 4") 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 4 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 4 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 4 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a parcel within Zone 4 in the first fiscal year after a building permit

has been issued for the parcel. The tax per year for the first fiscal year shall be $250 per parcel.

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 to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between August and August of each year.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 4 for the then current fiscal year 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 4 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance, adopted as an urgency measure, shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 4 in an election to be held on May 17, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 3rd day of May, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

Legal Description

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1

PARCEL 1, AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-055, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

PARCEL 2

PARCEL 2, AS SAID PARCEL 2 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-055, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

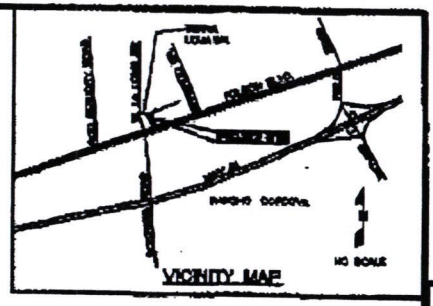
TENTATIVE PARCEL MAP

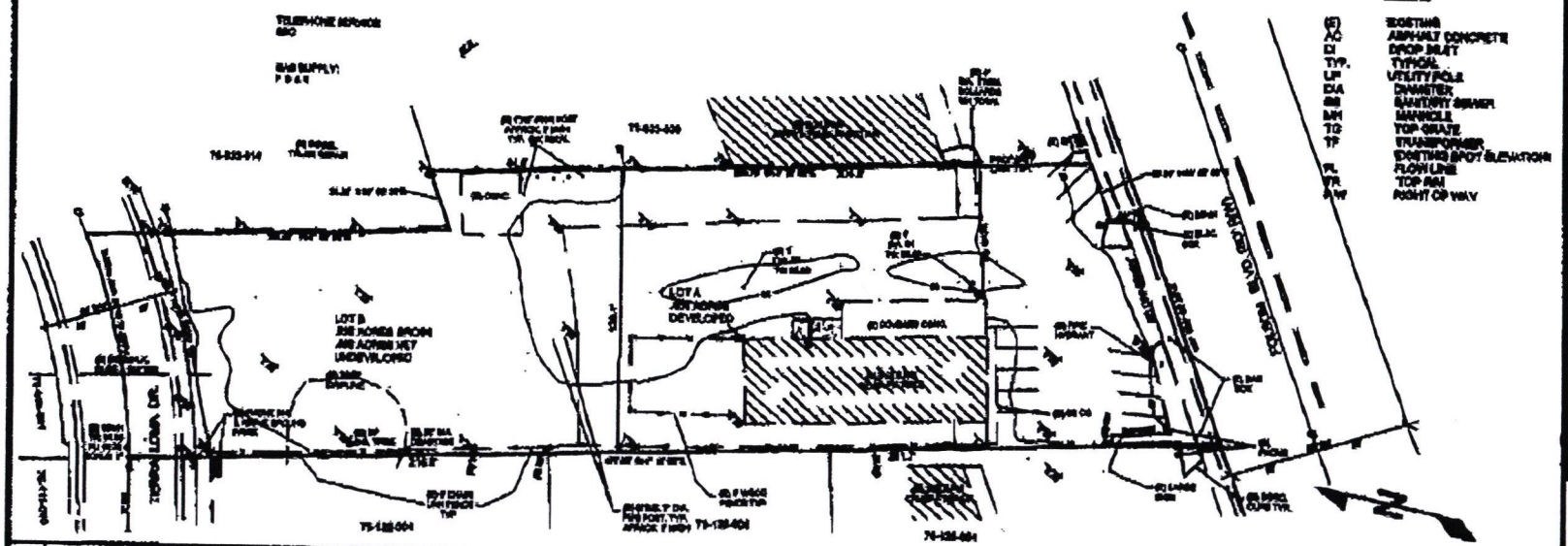
PORTION OF PARCEL 1 AS SHOWN ON 21PM19 AND PORTION OF SUBDIVISION CRITES 1, 114 12/100 A AS SHOWN ON 18M2 AND PORTION OF PARCEL 2 AS SHOWN ON 9PM25.

CITY OF RANCHO CORDOVA

SACRAMENTO COUNTY CALIFORNIA

DECEMBER 2003 SCALE: 1" = 20'





NO.	DESCRIPTION	BY	CITY APPROVAL	
		INT.	APPROVED BY	DATE

SCALE

PROPERTY ADDRESS

GARY STEPHENS
CIVIL ENGR. #30984
4857 DENNICK CT.
SACRAMENTO, CA 95842
(916) 349-6480

TENTATIVE PARCEL MAP

SACRAMENTO COUNTY CA.

SHEET 1 OF 1

EXHIBIT B (to Ordinance)

CITY OF RANCHO CORDOVA

RESOLUTION NO. ___ - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 4 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE QUICK FIT TIRE SUBDIVISION

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 4 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 urgency ordinance establishing a special tax for police services within Zone 4; 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 Quick Fit Tire subdivision was approved by the City on February 26, 2004. The approval allowed subdivision of a 1.19 +/- acre site into two parcels (approximately .65 and .53 acres in size). 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 equivalent; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978 (Police and Fire Protection Funds); and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 4 is a person who owns real property within Zone 4 at the time Urgency Ordinance No. ___-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 4 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, the City believes that failure to adopt this Resolution will result in the inability to place the issue of the proposed special tax before voters in Zone 4 in a timely manner, which will contribute to denying the citizens of the City supplemental funds to pay for police services or delay the provision of the same for a substantial period of time, to the detriment of public health, welfare and safety.

WHEREAS, the City added this item to its May 3, 2004 agenda after the City Council made the findings that: (1) there is a need for immediate action to place the issue of the proposed special tax before the voters in Zone 4 to supplement funds to pay for public services, and because any delay might be

detrimental to public health, welfare and safety, and (2) the need to take immediate action came to the the City's attention after the agenda was posted.

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 4 of the Rancho Cordova Special Police Tax Area.

2. That Urgency Ordinance No.___-2004 adopted this date is to be presented for approval of the voters of Zone 4 by a mail ballot election, to be held on May 17, 2004. The ballot proposition shall read as follows:

> "Shall Urgency 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 4 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

TENTATIVE PARCEL MAP

PORTION OF PARCEL 1 AS SHOWN ON 21PM19 AND
PORTION OF SUBDIVISION GRITES 1, 1t4 12/100 A
AS SHOWN ON 18M2 AND PORTION OF PARCEL 2 AS
SHOWN ON 9PM25.

CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY CALIFORNIA
DECEMBER 2003 SCALE: 1" = 20'

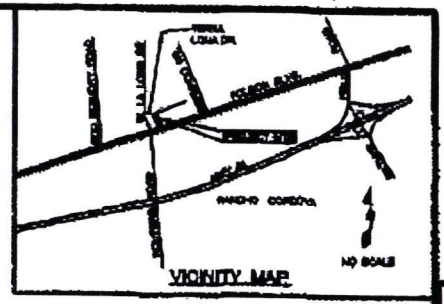


EXHIBIT A (to Resolution)

NO.	DESCRIPTION	BY	CITY APPROVAL APPROVED BY	DATE

SCALE
1" = 20'

GARY STEPHENS
CIVIL ENGR. #30998
4957 DENNICK CT.
SACRAMENTO, CA 95841
(916) 349-8436

TENTATIVE PARCEL MAP
SACRAMENTO COUNTY CA.

SHEET
1 OF 1