CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

CITY COUNCIL AGENDA
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

Monday, December 20, 2004

5:30 P.M. - Regular City Council Meeting

Call to Order

Roll Call: Council Members: Budge, McGarvey, Sander, Skoglund & Mayor Cooley

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

1. Reverend Mike Mitchum, Senior Pastor of Cordova Neighborhood Church

Presentations

2. Swearing-in of New Mayor
3. Presentation to Outgoing Mayor
4. Honor LeRoy Fouse (Cordova Parks & Recreation District)
5. Honor Roger Benton (Folsom Cordova Unified School District)
6. Tobacco Retail Licensing Program (Carolyn Martin)

Consent Calendar

7. **Subject:** Minutes of City Council Meetings
   a. Regular Meeting of November 15, 2004
   b. Special Meeting of December 6, 2004
   c. Regular Meeting of December 6, 2004
   d. Special Meeting of December 6, 2004

   Recommendation: Adopt Minutes.

8. **Subject:** Second Reading of Ordinance No. 66-2004 for Anatolia Commons – RC-04-070 – Development Agreement between the City and Sunridge, LLC, Relative to Anatolia II (Lot B).
   Recommendation: Waive second reading and adopt Ordinance No. 66-2004 **(Roll Call Vote)**.

9. **Subject:** Second Reading of Ordinance No. 67-2004 Comprehensively Amending the City Manager Form of Government, the Position of the City Manager, and the Authority of the City Manager under the City's Purchasing System to Clarify, Strengthen, and Refine the Authority and Role of the City Manager under the City Manager Ordinance and the Purchasing Ordinance
   Recommendation: Waive second reading and adopt Ordinance No. 67-2004 **(Roll Call Vote)**.

10. **Subject:** Consideration of Revised City Manager Employment Agreement with Ted A. Gaebler
    Recommendation: Approve agreement and setting of City Manager's salary **(Continued from December 6, 2004 meeting)**.

11. **Subject:** Authority for the City Manager to authorize design charrette services. Staff is seeking authorization for the City Manager to sign contracts and authorize payments for urban design services provided in support of development project application reviews. All costs of such design services would be reimbursed to the City by the associated project applicant.
    Recommendation: Approve Resolution 188-2004, thereby authorizing the City Manager to approve design services in support of development project application reviews, not to exceed $270,000 cumulatively.

12. **Subject:** Execution of Agreement for Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova
    Recommendation: Adopt Resolution No. 187-2004.

13. **Subject:** Mather Field Road/Highway 50 Interchange Landscape Project
    Recommendation: That Council approve:

    a. Agreement Between the County of Sacramento and the City of Rancho Cordova for the Design of the Mather Field Road at U.S. Highway 50 Interchange Landscaping Project.

    b. Consulting Services Agreement Between the City of Rancho Cordova and Callander Associates Landscape Architecture, Inc.

Consent Public Hearings

None

Oral Communications

14. **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

15. **Subject:** Amendment to Previously Approved Design Review for 3791 and 3806 Recycle Road, RC-04-082 and RC-04-084, Filed by APG Properties Inc.
Recommendation: Adopt Resolution No. 186-2004 to deny the request to modify the approved design for building 3791 and 3806 Recycle Road and affirm the original approval.

16. **Subject:** Sun Center Office Building – RC-04-117 Design Review for an Office Building at Northeast Corner of Sun Center Drive and Gold Tailings Court
Recommendation: Adopt Resolution No. 181-2004 approving design review subject to findings and conditions of approval **(Continued from December 6, 2004 meeting)**.

17. **Subject:** Adoption of General Plan Draft Land Use Map as part of the Vision Book/Interim General Plan, Direction to staff to proceed with preparation of a Final Land Use Map and with the creation of a Draft General Plan which implements the Draft Land Use Map and with preparation of a Draft Environmental Impact Report based on the Draft Land Use Map.
Recommendation: City Council consider the recommendation of the General Plan Advisory Committee (GPAC) and adopt a Draft Land Use Map as part of the Vision Book/Interim General Plan.

***7:30 pm Break**

Regular Calendar Items

18. **Subject:** Design Guidelines for Parks, Recreation Venues, Detention Basins, Open Space, and Multi-Use Trails
Recommendation: Review the draft Design Guidelines for Parks, Recreation Venues, Detention Basins, Open Space, and Multi-Use Trails (Park Guidelines) prepared by the Cordova Recreation and Park District and provide direction to staff.

19. **Subject:** Local Regulation of the Sale of Tobacco Products and Related Paraphernalia
Recommendation: Direct City Attorney as appropriate.

20. **Subject:** Property Maintenance Ordinance Presentation
Recommendation: Provide direction to staff on the nature and scope of a Property Maintenance Ordinance.

21. **Subject:** Neighborhood Traffic Management Pilot Plan
Recommendation: Authorize staff to proceed with the implementation of the proposed Neighborhood Traffic Management Pilot Program.

22. **Subject:** Appointments to the Planning Commission

23. **Subject:** Council Member Appointments
Recommendation: That Council Member appointments for 2005 be made/confirmed for the listed boards, commissions and 2x2 meetings, including the Sacramento Metropolitan Air Quality Management District and the Sacramento-Placerville Transportation Corridor Joint Powers Authority.

Correspondence

Council Reports

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Monday, January 3, 2005 – Special Study Session [In lieu of Regular Meeting]
Subject(s): Vision/Mission Workshop (& General Plan Draft Land Use Map continued from 12/20/04, if needed)
****Tuesday, January 18, 2005 – Regular Meeting [**On Tuesday due to Martin Luther King Holiday]**
Monday, January 31, 2005 – Special Study Session - Traffic Circulation of General Plan [includes neighborhood street width, planned street grid & road improvements]
Monday, February 7, 2005 – Regular 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, Carolyn Butler, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the December 20, 2004 Regular Meeting of the Rancho Cordova City Council was posted on December 16, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranchocordova.org.

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

Carolyn Butler, Deputy City Clerk

City of Rancho Cordova
Regular City Council Meeting
Monday, November 15, 2004

MINUTES

CALL TO ORDER

Mayor Budge called the meeting to order at 5:45 p.m. and announced the cablecast playback schedule for the meeting.

ROLL CALL

Present: Councilmembers: Cooley, McGarvey, Sander, Skoglund & Mayor Budge

Staff Present: Gaebler, Meyers, Hare, Olea-Moger, Junker, Lindgren, Thomas, McMahon, Haven, Campbell, Dehaan

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Bruce Risley

INVOCATION

1. The invocation was given by Reverend Jim Boyd of Sun River Church.

PRESENTATIONS

None

CONSENT CALENDAR

ACTION: Motion by Skoglund, seconded by Sander, and unanimously carried by roll call vote, Council approved the Consent Calendar.

2. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of June 15, 2004.
   b. Regular Meeting of November 1, 2004.
   c. Special Meeting of November 1, 2004.
   Recommendation: Adopt Minutes.

3. **Subject:** Approval of Subdivision Map, Subdivision No. RC 03-033 of the Alexander Collection, Elliott Homes, Inc.
   Recommendation: Adopt Resolution No. 166-2004 Approving the Subdivision Map.

4. **Subject:** Approval of Parcel Map of Stone Creek Subdivision No. RC 04-067 being a Subdivision of Lot B and 5 of 317 BM 7
   Recommendation: Approve the Parcel Map.

5. **Subject:** A Resolution Creating Special Tax Area Zone 16 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia I, Village 2 Subdivision.
   Recommendation: Adopt Resolution No. 170-2004, Waive the First Reading and Introduce Ordinance No. 57-2004 **(Roll Call Vote)**.

AGENDA ITEM # 7a

6. **Subject:** A Resolution Creating Special Tax Area Zone 17 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia I, Village 5 Subdivision.
Recommendation: Adopt Resolution No. 171-2004, Waive the First Reading and Introduce Ordinance No. 58-2004 **(Roll Call Vote)**.

7. **Subject:** A Resolution Creating Special Tax Area Zone 18 and an Ordinance Establishing Special Tax for Police Protection Services for the Anatolia I, Village 6 Subdivision.
Recommendation: Adopt Resolution No. 172- 2004, Waive the First Reading and Introduce Ordinance No. 59-2004 **(Roll Call Vote)**.

8. **Subject:** A Resolution Creating Special Tax Area Zone 19 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia II, Village 10 Subdivision.
Recommendation: Adopt Resolution No. 173-2004, Waive the First Reading and Introduce Ordinance No. 60-2004 **(Roll Call Vote)**.

9. **Subject:** A Resolution Creating Special Tax Area Zone 20 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia II, Village 11 Subdivision.
Recommendation: Adopt Resolution No. 174-2004, Waive the First Reading and Introduce Ordinance No. 61-2004 **(Roll Call Vote)**.

10. **Subject:** A Resolution Creating Special Tax Area Zone 21 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia II, Village 13 Subdivision.
Recommendation: Adopt Resolution No. 175-2004, Waive the First Reading and Introduce Ordinance No. 62-2004 **(Roll Call Vote)**.

11. **Subject:** A Resolution Creating Special Tax Area Zone 22 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia II, Village 14 Subdivision.
Recommendation: Adopt Resolution No. 176-2004, Waive the First Reading and Introduce Ordinance No. 63-2004 **(Roll Call Vote)**.

12. **Subject:** A Resolution Creating Special Tax Area Zone 23 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia II, Village 16 Subdivision.
Recommendation: Adopt Resolution No. 177-2004, Waive the First Reading and Introduce Ordinance No. 64-2004 **(Roll Call Vote)**.

13. **Subject:** A Resolution Creating Special Tax Area Zone 24 and an Ordinance Establishing a Special Tax for Police Protection Services for the Kennedy / Mills Station Road Subdivision.
Recommendation: Adopt Resolution No. 178-2004, Waive the First Reading and Introduce Ordinance No. 65-2004 **(Roll Call Vote)**.

14. **Subject:** Investment Policy.
Recommendation: Adopt Resolution No. 180-2004 Approving the Investment Policy.

15. **Subject:** Authorizing the City to Join with Other Public Agencies as a Participant of the California Asset Management Program and to Invest in Shares of the Trust and in Individual Portfolios.
Recommendation: Adopt Resolution No. 179-2004.

16. **Subject:** Central Sacramento County Groundwater Forum
Recommendation: Consider Staff's Participation in the Collaborative Process of the Central Sacramento County Groundwater Forum and Adopt Resolution No. 167-2004 to

Proceed with the Process Leading to the Negotiation of a Draft Groundwater Management Plan.

CONSENT PUBLIC HEARINGS

None

ORAL COMMUNICATIONS

17. **Public Comment**

None.

PUBLIC HEARINGS

18. **Subject:** Finestra Office Building – RC-04-126 - Design Review. Applicant is Requesting Design Review for an Office Building of Approximately 12,000 Square Feet. Location: 3071 Gold Canal Drive. APN: 072-0460-011
Recommendation: Adopt Resolution No. 164-2004 Approving Design Review for Finestra Warehouse/Office Building Project #RC-04-126 **(Continued from November 1, 2004 & Continued to December 6, 2004).**

Mayor Budge opened the public hearing. There were no speakers. Mayor Budge closed the public hearing.

ACTION: Motion by Sander, seconded by Cooley, and unanimously carried, Council continued this matter to the December 6th meeting.

19. **Subject:** Zoning Code Ordinance Amendments to be Consistent with the General Plan. The Current Zoning Code Adopted by Reference from Sacramento County Contains Provisions that are not Applicable to the City, and Provisions Exist that are not in Keeping with the Values as Stated in the "Vision Book and Interim General Plan" that will be Deleted or Modified Accordingly. Other Amendments will be Proposed to Clarify Existing Standards and New Standards will be Proposed.
Recommendation: Waive First Reading and Introduce Ordinance No. 51-2004, Amending Various Sections of the Rancho Cordova Zoning Code. **(Roll Call Vote)**

Mayor Budge opened the public hearing. There were no speakers. Mayor Budge closed the public hearing.

ACTION: Motion by Cooley, seconded by McGarvey and unanimously carried by roll call vote, Council acted to waive first reading and introduce Ordinance 51-2004 with the following amendments:

- Title I, Chapter 10, Article 5 – Exceptions – Deleted; staff to review this section and propose alternative language that will not preclude administrative remedies in reviewing projects that can not meet development standards.
- Title III, Chapter 35, Artcle 5 – Special Sign District –This section will not be changed and will be used as a model for a future special sign district for Folsom Blvd.
- Title I, Chapter 15, Article 2 – Amendments and Reclassification –The proposed deletion of the provisions will remain and no further changes will be proposed.

- Title III, Chapter 15, Article 4 – Development Standards for Drive-up Windows and Remote Tellers – This section to remain unchanged; staff to add sentence for flexibility of review on individual case basis.
- Title III, Chapter 30, Article 2 – Vehicle Parking Requirements for Single Family Residential – This section to remain as proposed; staff to bring back as single issue with alternate solutions.

20. **Subject:** Amending Ordinance No. 18-2003, Title 2, Chapter 2.30 of the City of Rancho Cordova Municipal Code Regarding the Establishment and Functions of the Planning Commission
Recommendation: Waive First Reading and Introduce Ordinance No. 56-2004 Amending Ordinance No. 18-2003 to Extend the Initial Term of the At-Large Members of the Planning Commission From One Year to Two Years. **(Roll Call Vote)**.

Mayor Budge opened the public hearing. There were no speakers. Mayor Budge closed the public hearing.

ACTION: Motion by Sander, seconded by Cooley, and unanimously carried by roll call vote, Council acted to waive the first reading and introduce Ordinance 56-2004.

REGULAR CALENDAR ITEMS

21. **Subject:** Property Maintenance Ordinance Presentation
Recommendation: Provide Direction to Staff on the Nature and Scope of a Property Maintenance Ordinance.

CONSENSUS: This item was continued to a future meeting due to technical problems.

22. **Subject:** Sacramento Transportation & Air Quality Collaborative "Path to an Agreement" Progress Report
Recommendation: Acknowledge the Importance of the Collaborative Process of the Sacramento Transportation & Air Quality Collaborative and Review "The Path to an Agreement – Progress Report to Stakeholders: Completing Education and Visioning and Launching the Negotiations".

Matt Boyer, Director of the Sacramento Transportation & Air Quality Collaborative, addressed the Council to give an overview of the project and answer questions.

ACTION: No action; informational report only.

23. **Subject:** Appointment to the Sacramento Regional County Sanitation District and County Sanitation District 1 Boards of Directors
Recommendation: Adopt Resolution No. 169-2004.

ACTION: Motion by Cooley, seconded by Sander and unanimously carried, Council adopted Resolution No. 169-2004 appointing Councilmember Dan Skoglund to serve as the Rancho Cordova representative on the Sacramento Regional County Sanitation District and the County Sanitation District 1 Boards of Directors and to appoint Councilmember Robert McGarvey to serve as the alternative representative.

At this point, Council recessed at 7:20 p.m. for cake in recognition of Councilmember David Sander's birthday. The full Council reconvened at 7:40 p.m.

24. **Subject:** Capital Village "Beazer Homes" Project Study Session. Review Current Proposal by the Applicant.
Recommendation: Provide Preliminary Direction on Project.

Addressing the Council and providing visual schematics of the proposed project were: Jim Van Maren of Beazer Homes, Jeffrey DeMure and Sean Richardson of Jeffrey DeMure Architects. Greg Foell, Superintendent of the Cordova Park and Recreation District also addressed the Council to advise that the project will generate need for open space uses; he would like to see focal points included in open space design (e.g.,water features and sitting areas).

Matt Cummings addressed the Council to ask questions about proposed retail vendors, a farmer's market usage as well as encouraged Council to keep the price points as proposed.

CONSENSUS: Council provided feedback and preliminary direction to the proposed development on the following four policy issues: town center configuration, mixed-use configurations, overall architectural design, and park configuration.

COUNCIL REPORTS

The Council reported on various meetings, invitations, and events since the last Council meeting.

CITY MANAGER'S REPORT

City Manager Gaebler reported on: (a) upcoming holiday celebrations planned by City employees and invited Councilmembers to attend; (b) his connection with the Executive Director (a former city manager colleague) at Sister Cities International organization and that he will follow up on Council's interest to establish a sister city for Rancho Cordova; (c) recent meeting he and Mayor Budge conducted with Sacramento County Supervisor Nottoli and County Executive Officer Shutten; (d) the November 4-5 Strategic Planning Retreat with Council, Planning Commission and City Department Heads.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember David Sander requested the City honor two community servants who will be leaving office: LeRoy Fouse, outgoing Board Member, Cordova Park & Recreation District and Roger Benton, outgoing Board Member, Folsom Cordova Unified School District Board.

Councilmember Bob McGarvey advised he would be requesting a Council resolution or letter of support for the California Endowment Foundation in support of the Cordova Community Collaborative and would work out details with the Mayor and City Clerk.

Councilmember Ken Cooley requested a briefing or discussion on the Central Sacramento County Groundwater Forum Early Review and Authorization to Proceed briefing paper prepared for stakeholder organizations.

Council requested a press release acknowledging Councilmember Sander's appointment as the Rapid Transit Board Chair.

ADJOURNMENT

The meeting was adjourned at 10:25 p.m.

Respectfully submitted,

_____
Anna Olea-Moger, Assistant City Clerk

City of Rancho Cordova
Special Meeting of the City Council
Monday, December 6, 2004

MINUTES

CALL TO ORDER
The meeting was called to order at 4:07 p.m. by Mayor Budge.

ROLL CALL
Present: Council Members: Cooley, McGarvey, Sander, Skoglund, and Mayor Budge

Staff Present: Gaebler, Meyers, Thomas

ORAL COMMUNICATIONS
1. Public Comment

None

ADJOURNMENT TO CLOSED SESSION
The Council adjourned to Closed Session for a discussion of the item listed below:

2. Conference with Real Property Negotiators (pursuant to G.C. Section 54956.8):

Property: APN's: 072-0690-060, 072-0650-005, 072-0280-081, 072-0610-053, 072-0260-003-P, 072-0260-003, 072-0260-036, 072-0260-037, 072-0260-038, 072-0260-039, 072-0260-040-P, 072-0260-040, 072-0260-041, 072-0260-042, 072-0480-022

Agency Negotiators: Ted Gaebler, Bill Thomas

Negotiating Parties: Lum Yip Kee, Trizechahn Tbi Sacramento I LLC, Zinfandel Plaza III, Hawaii Sheet Metal Workers Pension Fund, Francisco, Francisco, Jr. and Jenn Berrueta, and Kilgore Business Park

Under Negotiation: Price and Terms of Payment

Present in Closed Session were all Council Members, City Manager Ted Gaebler, City Attorney Steve Meyers, and Finance Director Bill Thomas.

OPEN SESSION

The Council reconvened into Open Session at 5:30 p.m.

REPORTS FROM CLOSED SESSION

Mayor Budge announced that as a result of Closed Session discussion, the Council authorized the City Manager to negotiate a lease/purchase for the property located at 2729 Prospect Park Drive.

ADJOURNMENT

The meeting was adjourned at 5:32 p.m.

Respectfully submitted,

Lillian E. Hare, City Clerk

AGENDA ITEM # 7b

City of Rancho Cordova
Regular City Council Meeting

Monday, December 6, 2004

MINUTES

CALL TO ORDER

Mayor Budge called the meeting to order at 5:40 p.m. and announced the cablecast playback schedule for the meeting.

ROLL CALL

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

Staff Present: Gaebler, Meyers, Hare, Olea-Moger, Haven, Franklin, Junker, Abhar, Thomas, McMahon

PLEDGE OF ALLEGIANCE

The Pledge was led by Finance Director Bill Thomas

INVOCATION

1. Reverend Deacon Walter J. Little, Director, Cordova Community Food Locker gave the invocation.

ELECTION CERTIFICATION

2. **Subject:** Certification of the November 2, 2004 General Municipal Election
   Recommendation: Adopt Resolution No. 184-2004 certifying the results of the November 2, 2004 General Municipal Election with regard to Members of the City Council and Measure R.

   ACTION: On a motion by Budge, seconded by Skoglund and unanimously carried, Council adopted Resolution 184-2004.cetifying the election of Ken Cooley, Robert J. McGarvey and David Sander and the passage of Measure R.

SPECIAL CEREMONIES

3. Swearing-in and Seating of Re-Elected Council Members Ken Cooley, Robert McGarvey, and David Sander

   Ken Cooley was sworn in by Reverend Mike Mitchum.

   Bob McGarvey was sworn in by Reverend Deacon Walter J. Little.

   David Sander was sworn in by Dr. Margaret Parsons Sander.

PRESENTATIONS

None

AGENDA ITEM # 7C

CONSENT CALENDAR

ACTION: Motion by Cooley, seconded by McGarvey and unanimously carried by roll call vote to approve items 4 through 21 with the exception of items 15 and 19 and with an amendment to Item 21 to clarify the term of office for current at-large Planning Commissioners is through December 2005.

4. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of October 4, 2004
   b. Regular Meeting of October 4, 2004
   c. Special Meeting of November 4-5, 2004
   d. Special Meeting of November 15, 2004.

   Recommendation: Adopt Minutes.

5. **Subject:** Second Reading of Ordinance No. 55-2004 Determining and Declaring Need for Redevelopment Agency to Function in the City of Rancho Cordova, Declaring and Establishing the City Council of Rancho Cordova to be the Redevelopment Agency **Recommendation**: Waive second reading and adopt Ordinance No. 55-2004 **(Roll Call Vote)**.

6. **Subject:** Second Reading of Ordinance No. 57-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia I Village 2 Subdivision **Recommendation**: Waive second reading and adopt Ordinance No. 57-2004 **(Roll Call Vote)**.

7. **Subject:** Second Reading of Ordinance No. 58-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia I Village 5 Subdivision **Recommendation**: Waive second reading and adopt Ordinance No. 58-2004 **(Roll Call Vote)**.

8. **Subject:** Second Reading of Ordinance No. 59-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia I Village 6 Subdivision **Recommendation**: Waive second reading and adopt Ordinance No. 59-2004 **(Roll Call Vote)**.

9. **Subject:** Second Reading of Ordinance No. 60-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia II Village 10 Subdivision **Recommendation**: Waive second reading and adopt Ordinance No. 60-2004 **(Roll Call Vote)**.

10. **Subject:** Second Reading of Ordinance No. 61-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia 2 Village 11 Subdivision **Recommendation**: Waive second reading and adopt Ordinance No. 61-2004 **(Roll Call Vote)**.

11. **Subject:** Second Reading of Ordinance No. 62-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia 2 Village13 Subdivision **Recommendation**: Waive second reading and adopt Ordinance No. 62-2004 **(Roll Call Vote)**.

12. **Subject:** Second Reading of Ordinance No. 63-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia 2 Village14 Subdivision

Recommendation: Waive second reading and adopt Ordinance No. 63-2004 **(Roll Call Vote)**.

13. **Subject:** Second Reading of Ordinance No. 64-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Anatolia II Village 16 Subdivision
Recommendation: Waive second reading and adopt Ordinance No. 64-2004 **(Roll Call Vote)**.

14. **Subject:** Second Reading of Ordinance No. 65-2004 Establishing a Special Tax for Police Protection Subject to Voter Confirmation for the Kennedy/Mills Station Road Subdivision
Recommendation: Waive second reading and adopt Ordinance No. 65-2004 **(Roll Call Vote)**.

16. **Subject:** Second Reading of Ordinance No. 56-2004 Amending Title 2, Chapter 2.30 of the City of Rancho Cordova Municipal Code Regarding the Establishment and Functions of the Planning Commission
Recommendation: Waive second reading and adopt Ordinance No. 56-2004 **(Roll Call Vote)**.

17. **Subject:** First Quarter Treasurer's Report
Recommendation: Receive and file report.

18. **Subject:** Resolution to Increase Petty Cash Fund Allocation
Recommendation: Adopt Resolution No. 182-2004.

20. **Subject:** Resolution Changing the Designation of Mayor Pro Tempore to Vice Mayor
Recommendation: Adopt Resolution No. 185-2004 amending Resolution No. 31-2004 and changing the designation of Mayor Pro Tempore to Vice Mayor.

21. **Subject:** Planning Commission Appointment Report
Recommendation: Receive and file report. (Amended to correct that current at-large Planning Commissioners serve through December 2005.

The following items were pulled from the Consent Calendar for individual consideration:

15. **Subject:** Second Reading of Ordinance No. 51-2004 Amending Various Sections of the Rancho Cordova Zoning Code
Recommendation: Waive second reading and adopt Ordinance No. 51-2004 **(Roll Call Vote)**.

ACTION: Consensus to continue to December 20, 2004.

19. **Subject:** Resolution Authorizing the City Manager to Sign a Memorandum of Understanding with the Sacramento County District Attorney's Office to Provide Community Prosecutor Services to the City
Recommendation: Adopt Resolution No. 183-2004.

Council Member Skoglund wanted to convey his strong support for this item. Finance Director Bill Thomas introduced Karen Maxwell of the District Attorney's Office who has recovered over $170,000 in unpaid TOT taxes.

ACTION: Motion by Skoglund, seconded by Sander and unanimously carried, Council voted to adopt Resolution 183-2004.

CONSENT PUBLIC HEARINGS

None

ORAL COMMUNICATIONS

22. **Public Comment**

None

PUBLIC HEARINGS

23. **Subject:** Finestra Office Building – RC-04-117 - Design Review for an Office Building of Approximately 12,000 Square Feet at 3071 Gold Canal Drive.
Recommendation: Adopt Resolution No. 164-2004 approving design review for Finestra Warehouse/Office Building Project #RC-04-126 **(Continued from November 1st & November 15th meetings)**

Mayor Budge opened the public hearing. There were no speakers. Mayor Budge closed the public hearing.

ACTION: Motion made by McGarvey, seconded by Cooley and unanimously carried, Council adopted Resolution 164-2004.

24. **Subject:** Review Planning Commission's Decision Approving Design Review Package for Ellenwood Estates – RC-04-125
Recommendation: Consider options and determine appropriate action.

Mayor Budge opened the public hearing. Neighborhood residents addressed the Council to express appreciation for Council's interest to have high quality homes come in to the neighborhood. Mayor Budge closed the public hearing.

ACTION: Motion made by Skoglund, seconded by McGarvey and unanimously carried, Council continued this item to the January 18, 2005 Regular Meeting and concurred that an Ad Hoc Committee, comprised of Council Members Skoglund and Sander and Planning Commissioners Burke, Vance, and Savorn, meet with the applicant prior to the January 18th meeting.

25. **Subject:** Sun Center Office Building – RC-04-117 Design Review for an Office Building at Northeast Corner of Sun Center Drive and Gold Tailings Court
Recommendation: Adopt Resolution No. 181-2004 approving design review subject to findings and conditions of approval.

Mayor Budge opened the public hearing. There were no speakers. Mayor Budge closed the public hearing.

ACTION: Motion by Skoglund, seconded by Cooley and unanimously carried, Council continued this item to the December 20th Regular Meeting so that the applicant can submit colored elevations on the project.

26. **Subject:** Ordinance for Anatolia Commons – RC-04-070 - Development Agreement between the City and Sunridge, LLC, Relative to Anatolia II (Lot B).
Recommendation: Waive first reading and introduce Ordinance No. 66-2004.
(Roll Call Vote)

Mayor Budge opened the public hearing. Tim Taron on behalf of Sunridge LLC & US Homes addressed the Council to answer any questions. Mayor Budge closed the public hearing.

ACTION: Motion by McGarvey, seconded by Sander and unanimously carried by roll call vote, Council waived first reading and introduced Ordinance No, 66-2004.

REGULAR CALENDAR ITEMS

27. **Subject:** Consideration of Revised City Manager Employment Agreement with Ted A. Gaebler
Recommendation: Approve agreement and setting of City Manager's salary.

ACTION: Motion by Cooley, seconded by McGarvey and unanimously carried, Council voted to continue this item to the December 20th Regular Meeting as a consent item.

28. **Subject:** An Ordinance Comprehensively Amending the City Manager Form of Government, the Position of the City Manager, and the Authority of the City Manager under the City's Purchasing System to Clarify, Strengthen, and Refine the Authority and Role of the City Manager under the City Manager Ordinance and the Purchasing Ordinance
Recommendation: Waive the first reading and introduce Ordinance No. 67-2004. **(Roll Call Vote)**

ACTION: Motion by Cooley, seconded by McGarvey and unanimously carried by roll call vote, Council waived the first reading and introduced Ordinance 67-2004.

29. **Subject:** 2005 Calendar for Work Sessions and Conferences
Recommendation: Determine the conferences to be attended in 2005 and the dates for Work Sessions.

CONSENSUS: Council Members reviewed each month for 2005 and indicated which National or State Conferences they wished to attend as well as selected specific dates for study sessions as follows:

Conferences:

Date (s)	**Conference**	**Attending**
Jan 12 - 14	League Mayors & Council Basic Academy (Sacramento)	Skoglund Cooley (Tentative) Sander (Tentative)
March 11 - 15	National League of Cities Congressional City Conference (Washington, DC)	McGarvey Skoglund
April 9 - 13	Cap to Cap (Washington, DC)	Budge Cooley Sander Skoglund

May 11 - 12	League Legislative Action Days (Sacramento)	TBD
July 27 - 30	League Mayor & Council Advanced Leadership Academy (Monterey)	Budge Cooley McGarvey Sander Skoglund
October 6 - 8	League Annual Conference (San Francisco)	Budge Cooley McGarvey Sander Skoglund
November 10 - 11	League Legislative Briefings (One day in Sacramento)	TBD
December 6 - 10	National League of Cities Congress of Cities (Charlotte)	Cooley Skoglund

Study Sessions:

Month	**Day**
January	3, 31
February	16
March	1,16, 29
April	26 or 27
May	10 24 or 25
June	15
July	12 or 13
September	27
October	12 25 or 26
November	1 (City Manager Evaluation) 15 or 16 29
December	13 or 14

AT THIS POINT, Council recessed at 8:05 p.m. to enjoy cake in celebration of the re-election of Council Members Cooley, McGarvey, and Sander. The full Council reconvened at 8:25 p.m.

30. **Subject:** Rio del Oro Specific Plan - RC -03-014 - Project Update and Overview. Staff will provide an update on the status of the project, including major processing issues and anticipated schedule for project approval. Materials will be provided at the meeting. **Recommendation:** Consider the project update and overview and provide general comments as appropriate.

Russ Davis of Elliott Homes and Andrea Mayer of G.C. Wallace addressed the Council to give an overview of the proposed development as well as present schematic conceptuals of planned uses.

Council Members provided feedback on features they would be looking for in the final design review.

COUNCIL REPORTS

The Council reported on various meetings, invitations, and events since the last Council meeting.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Sander requested that staff report back to the Council on the City's priority rankings from the Council/Staff retreat. He also ask if it was time to make a formal request to the Elk Grove Unified School District and the Folsom Cordova Unified School District for a meeting with regard to Sunridge/Sunrise Douglas area development impacts.

CITY MANAGER'S REPORT

Mr. Gaebler reported on his and Council Member McGarvey's attendance to the National League of Cities meeting in Indianapolis.

ADJOURNMENT

The Council adjourned its Regular Meeting at 10:10 p.m. to convene a Special Meeting.

Respectfully submitted,

_____
Anna Olea-Moger, Assistant City Clerk

City of Rancho Cordova
Special Meeting of the City Council
Monday, December 6, 2004

MINUTES

CALL TO ORDER

The meeting was called to order at 10:10 p.m. by Mayor Budge.

ROLL CALL

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

Staff Present: Gaebler, Meyers, Hare, Moger

ORAL COMMUNICATIONS

1. Public Comment

   None

Action Item

2. **Subject:** Selection of Mayor and Mayor Pro Tempore
   Recommendation: That the Council select a Mayor and Mayor Pro Tempore. The ceremonial seating of the new Mayor and Mayor Pro Tempore will take place at the next Council meeting on December 20th.

ACTION: Motion by McGarvey, seconded by Skoglund and unanimously carried to select Ken Cooley as the Mayor.

ACTION: Motion by Sander, seconded by Skoglund and unanimously carried to select Bob McGarvey as Vice Mayor.

ADJOURNMENT

The meeting was adjourned at 10:22 p.m.

Respectfully submitted,

Lillian E. Hare, City Clerk

AGENDA ITEM # 7d

CITY OF RANCHO CORDOVA

ORDINANCE NO. 66-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR ANATOLIA COMMONS, PROJECT # RC-04-070

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

Section 1: Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. The proposed Anatolia Commons Project (RC-04-070) is located south of Douglas Road and east of Sunrise Blvd., which is within the SunRidge Specific Plan ("Specific Plan") and which is designated as Low Density Residential by the General Plan and the Community Plan.

C. SunRidge LLC, has filed an application requesting approval of a Development Agreement for the Anatolia Commons Project.

D. A Development Agreement between the City of Rancho Cordova and ("Development Agreement") has been presented to the City Council, a copy of which is attached hereto as Attachment 1.

E. On November 10, 2004, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement.

F. On December 6, 2004, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

G. In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Anatolia Commons Project property. The County approved a Mitigated Negative Declaration for the Tentative Subdivision Maps for the Anatolia I, II and III projects. Mitigation measures were required in the EIR and Mitigated Negative Declaration and are incorporated into the Anatolia Commons project and into the terms and conditions of the Development Agreement.

AGENDA ITEM # 8

H. Pursuant to the California Environmental Quality Act, the City has reviewed the previously adopted Mitigated Negative Declaration, which concluded that: (a) the North Douglas Project will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) it will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) it will not result in considerable cumulative impacts on the environment; iii) it will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the project have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to the Environmental Quality Act is not required.

Section 2: **Findings and Determinations**

Therefore, on the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Rancho Cordova's General Plan, (c) the Sunridge Specific Plan, the County's EIR, the City's Mitigated Negative Declaration and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Anatolia Commons Project site is Low Density Residential and the proposed project is to create 99 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the project approvals include the Rezoning of the Property adopted by County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No, 01-2003.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Anatolia Commons Project will implement land use guidelines set forth in the Sunridge Specific Plan and the General Plan, which have planned for residential uses at this location.

D. The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the programs and policies of the Sunridge Specific Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan and with the Sunridge Specific Plan.

F. The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5 in that it includes all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Section 3: Approval

The City Council hereby approves the Development Agreement (Attachment 1) and authorizes the City Manager to sign it after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," is hereby amended by adding the following section:

"101-811. Development Agreement for Anatolia Commons"

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, as amended, shall supersede Title I, Chapter 1, Article 4 of the Sacramento County Zoning Code.

Section 5: Recordation

Within ten (10) days after the Development Agreement is executed by the City Manager, the City Clerk shall submit the Agreement to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

* * * * *

PASSED, APPROVED AND ADOPTED this 20th day of December, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

ATTACHMENT 1

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Adam U. Lindgren, Assistant City Attorney

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF RANCHO CORDOVA

and

SUNRIDGE, LLC

RELATIVE TO ANATOLIA II (Lot 8)

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DEVELOPMENT AGREEMENT
RELATIVE TO ANATOLIA II (LOT 8)

This Development Agreement is entered into this _____ day of _____, 2004, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and SUNRIDGE, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization**. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Project**. Landowner has obtained approval from the City of Rancho Cordova for a tentative subdivision map for a residential project known as Anatolia II (Lot 8) (the "Project") to be located on the Property.

4. **Public Hearing**. On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code.Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

5. **Environmental Impact Report**. In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for Sun Ridge Specific Plan and Zoning ordinance for the Property. The City has approved a Mitigated Negative Declaration ("MND") for the Anatolia II (Lot 8) Tentative Subdivision Map and this Development Agreement on _____, 2004. Mitigation measures were required in the EIR and MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. **Project Approvals**. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003 (the "General Plan");

6.2. The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003, 2002 (the "Specific Plan");

6.3. The Rezoning of the Property adopted by the County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No. 01-2003;

6.4. The Tentative Subdivision Map for Anatolia II (Lot 8), approved by the City on _____, 2004, by City Resolution No. _____; and

6.5. This Development Agreement, as adopted by City Ordinance No. _____ (the "Adopting Ordinance").

6.6. The MND. The Mitigation Measures in both the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement.

7. **Need for Services and Facilities**. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property, will comply with the provisions of Government Code 66473.7.

8. **Contribution to Costs of Facilities and Services**. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. **Development Agreement Ordinance**. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance of the City of Rancho Cordova as set forth in the City Municipal Code.

10. **Consistency with General Plan and Specific Plan**. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan and with the Specific Plan.

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

AGREEMENT

1. **Incorporation of Recitals**. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of Property**. The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and Exhibit A-2 attached hereto ("Property").

3. **Interest of Landowner**. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. **Relationship of City and Landowner**. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that the Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. **Effective Date and Term**.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No. _____, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section 5.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals, provided that any, conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the following land uses and approximate acreages for the Property:

Single-Family, Medium Density Residential 99 units on 9.0 acres all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, the adoption of which is intended to address a specific, adverse impact upon the public safety or health, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public safety or health issue.

6.4. Additional Conditions.

6.4.1. New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of $3,000 (three thousand dollars) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 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 (the "Consumer Price Index") between April and April of each year. 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. In the event that the Park District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the Park District about the distribution to the Park District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the Park District or to the City shall satisfy the Landowner's financial obligations for the Property pursuant to Condition of Approval/Mitigation Monitoring Reporting Program ("MMRP") Number_____ of Exhibit ____ to Resolution Number ____. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2. Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of $733 (seven hundred thirty three dollars) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 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 area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section. The City agrees that compliance with the terms of this subsection will satisfy the Landowner's obligation under Condition of Approval/MMRP Number ____ to pay a Park Renovation Fee in the amount of $733 per residential parcel.

6.4.3. Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $250 annually per residential parcel or residential parcel equivalent. 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 area between April and April of each year. 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. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project. City agrees that compliance

with the terms of this subsection will satisfy the Landowner's obligation under Condition of Approval Number _____ to pay a special tax for police services in the amount of $250 per year per residential parcel.

7. **Applicable Rules, Regulations and Official Policies.**

7.1. **Rules Regarding Permitted Uses.** For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force and effect on the Effective Date of this Agreement.

7.2. **Rules Regarding Design and Construction.** Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. **Changes in State or Federal Law.** This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4. **Uniform Codes Applicable.** Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. **Subsequently Enacted Fees, Dedications, Assessments and Taxes.**

8.1. **Processing Fees and Changes.** Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. **Development Impact Fees, Exactions and Dedications.** Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision

of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

8.3. CEQA Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by the City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner.

9. Community Facilities District.

9.1. Community Facilities District Formation. City and Landowner have caused to be formed the Sunridge-Anatolia Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C, attached hereto (the "CFD Improvements").

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section. One series of such bonds has already been issued. At least one additional series of bonds is expected to be issued.

9.3. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

9.4. Private Financing. Nothing in this Agreement shall be construed to limit Landowners option to install the CFD Improvements through the use of private financing.

9.5. Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed CFD Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing CFD Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. Amendment or Cancellation.

10.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or

require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code.

10.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

10.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 10.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Section 6.2; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

10.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; or (f) the location and maintenance of on-site and off-site improvements, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

10.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

11. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

12. Annual Review.

12.1. Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3. Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

12.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1. Procedure Regarding Defaults.

13.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

13.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

13.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such 30 day period, the cure shall be deemed to have occurred within such 30 day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such 30 day period; and (d) the cure is completed at the earliest practicable

date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the first notice of default is given.

13.1.5. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

13.1.6. Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

14. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

15. Mortgagee Protection; Certain Rights of Cure.

15.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 15.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or

other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

15.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an event of default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 13.1 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

16. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

17. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be fixed by the Court.

19. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of

this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

21. **Agreement Runs with the Land**. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

22. **Bankruptcy**. The obligations of this Agreement shall not be dischargeable in bankruptcy.

23. **Indemnification**. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

24. **Insurance**.

24.1. **Public Liability and Property Damage Insurance**. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars ($1,000,000.00) and a deductible of not more than ten thousand dollars ($10,000.00) per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

24.2. **Workers' Compensation Insurance**. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to

indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

24.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 24.1 and 24.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

26. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

27. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

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

Notice required to be given to the Landowner shall be addressed as follows:

Sundridge LLC
c/o Lennar Renaissance, Inc.
1075 Creekside Ridge Dr., Suite 100
Roseville, CA 95678
Attn: Larry Gualco

With a copy to:

Timothy D. Taron
Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 958333-3883

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

28. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fourteen (14) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

29. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 17-2003, adopted by the Council of the City on the 20th day of October, 2003, and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

SUNRIDGE, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1 -- Legal Description of the Property
Exhibit A-2 – Location Map
Exhibit B-1 -- Land Use Map for the Property
Exhibit B-2 -- Land Use Table
Exhibit C -- CFD Improvements
Exhibit D -- Tentative Subdivision Map
Exhibit E -- Form of Assignment

1143.096
10/8/04
PJ

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
ANATOLIA COMMONS DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of portion of Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

All of Lot 8 as shown on that certain Final Map entitled "Large Lot Map of Anatolia " filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date:_____

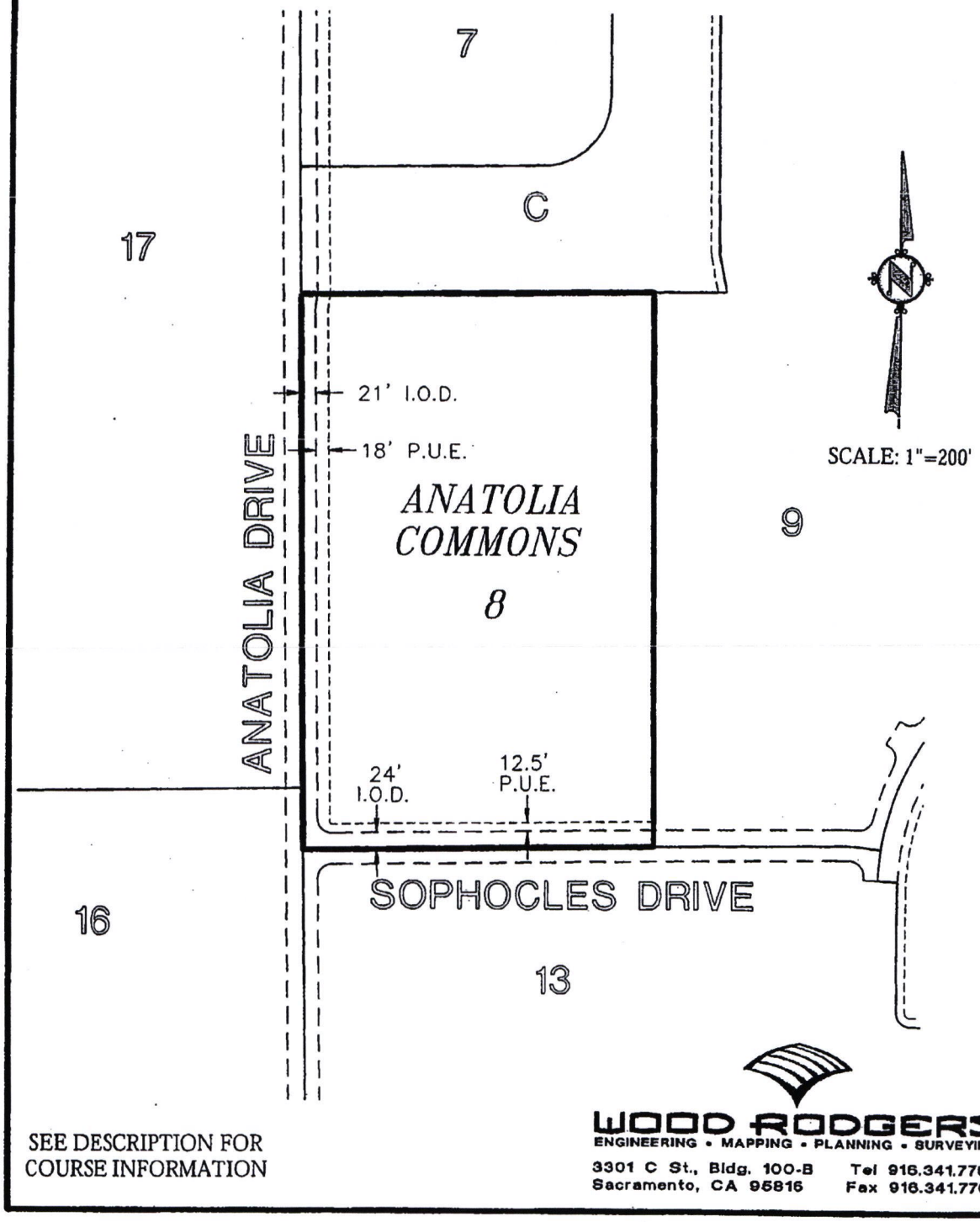
PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA COMMONS
DEVELOPMENT AGREEMENT
LOT 8 - 316 B.M. 8

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

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

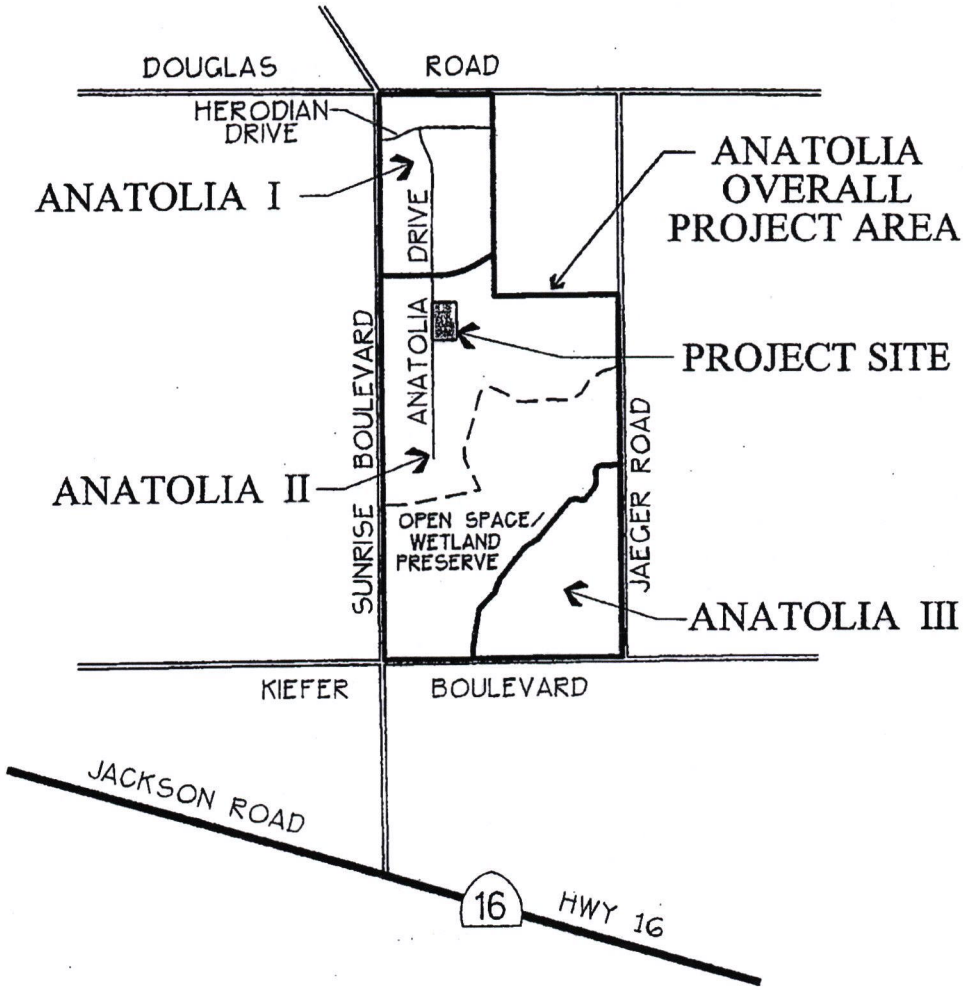
LOCATION MAP

ANATOLIA COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 8, 2004

EXHIBIT "A-2"



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

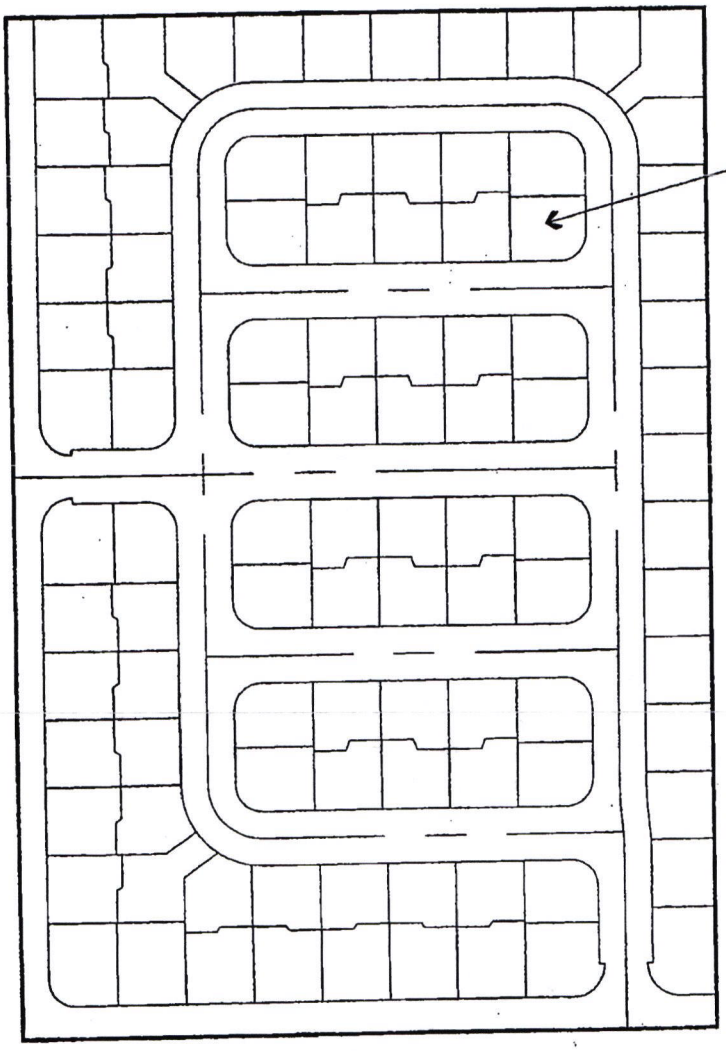
LAND USE MAP

ANATOLIA COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 8, 2004

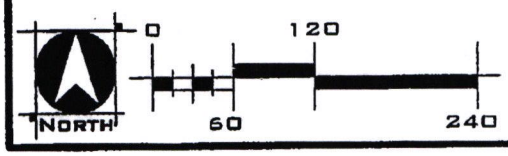
EXHIBIT "B-1"



LAND USE SUMMARY TABLE

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS	ACRES GROSS
1	LDR/RD-10/RD-10	99 LOTS	9.0
TOTAL		99 LOTS	9.0

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

LAND USE SUMMARY
ANATOLIA COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA
OCTOBER 8, 2004

EXHIBIT "B-2"

LAND USE SUMMARY

LOT NO./ VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (ND	ACRES (G)	UNITS	DENSITY
VILLAGE 1	LDR/RD-10/RD-10	S-F RESIDENTIAL (CLUSTER LOTS)	8.4	9.0	99	11.0
SUBTOTAL			**8.4**	**9.0**	**99**	**11.0**
ANATOLIA DRIVE + SOPHOCLES DRIVE		PUBLIC STREETS	0.6	-	-	
TOTAL				**9.0 ACRES**	**99**	

* LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.
PRIVATE DRIVE TOTALS INCLUDED IN NET ACREAGE FOR VILLAGE 1.

NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66463.1(a) OF THE SUBDIVISION MAP ACT.
2. ALL PUBLIC STREETS SHALL HAVE A 12.5' P.U.E. EXCEPT AS SHOWN HEREON.
3. THIS APPLICATION ALSO SEEKS A SPECIAL DEVELOPMENT PERMIT BY SEPARATE EXHIBIT(S).

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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "C"

LIST OF AUTHORIZED FACILITIES

TRANSPORTATION FACILITIES, ROADWAY & TRANSIT

R-1 ***Douglas Road from Sunrise Boulevard to Jaeger Road: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to Jaeger Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-2 ***Douglas Road from Jaeger Road to Americanos Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Jaeger Road to Americanos Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-3 ***Douglas Road at Sunrise Boulevard: 6x6 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Douglas Road/Sunrise Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X6 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-4 ***Douglas Road at Jaeger Road: 6X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Douglas Road/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-5 ***Zinfandel at Douglas Road: Add Through Lanes to North and Southbound Approaches*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Zinfandel/Douglas Road to add through lanes to north and southbound approaches, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-6 ***Sunrise Boulevard from Douglas Road to Pyramid Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Douglas Road to Pyramid Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-7 ***Sunrise Boulevard from Pyramid Boulevard to Kiefer Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Pyramid Boulevard to Kiefer Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-8 ***Sunrise Boulevard from Kiefer Boulevard to State Route 16: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Kiefer Boulevard to State Route 16 (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-9 ***Sunrise Boulevard at Pyramid Boulevard: 6X4 Lane 3-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Sunrise Boulevard/Pyramid Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 3-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-10 ***Sunrise Boulevard at Kiefer Boulevard: 6X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Sunrise Boulevard/Kiefer Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-11 ***Sunrise Boulevard at State Route 16 (Jackson Highway): 6X6 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Sunrise Boulevard/S.R. 16 (including the first 450' of roadway from the intersection) to provide for a 6X6 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-13 ***Grant Line Road at State Route 16 (Jackson Highway): 6X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Grant Line Road/State Route 16 (Jackson Highway) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-15 ***Pyramid Boulevard from Sunrise Boulevard to Jaeger Road: 2 Center Lanes Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering Pyramid Boulevard to provide 2 center lanes and a median from Sunrise Boulevard to Jaeger Road (excluding the first 450' from the intersections), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage,

landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-16 ***Pyramid Boulevard at Jaeger Road: 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection at Pyramid Boulevard/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-17 ***Jaeger Road from Pyramid Road to Douglas Road: 2 Center Lanes Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the center 2 lanes of Jaeger Road and median curb from Pyramid Road to Douglas Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose

R-18 ***Sunrise Boulevard from White Rock Road to Douglas Road: Widening from 4 Lanes to 6 Lanes*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 4 lanes to 6 lanes from White Rock Road to Douglas Road (excluding the first 450' from the Douglas Road intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-19 ***Folsom South Canal Trail Access at Douglas Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the trail access at Douglas Boulevard, or such other alternative facilities that serve substantially the same purpose.

R-20 ***Bradshaw Road at State Route 16 (Jackson Highway): 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Bradshaw Road/S.R. 16 to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-21 ***Eagles Nest Road at State Route 16 (Jackson Highway): 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Eagles Nest Road/S.R. 16 to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-23 ***Sunrise Boulevard Collector Signalization: Douglas Road to Kiefer Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering intersection signalizations for the two collector streets between Douglas Road and Kiefer Boulevard that intersect with Sunrise Boulevard, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, and traffic signals, or such other alternative facilities that serve substantially the same purpose.

R-24 ***State Route 16 (Jackson Highway) from Sunrise Boulevard to Grant Line Road: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection,

testing, staking, construction management, fees, constructing and delivering the widening of State Route 16 (Jackson Highway) from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to Grant Line Road, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-25 ***Alta Sunrise Reliever: Douglas Road to US 50*** – All costs associated with providing initial planning and environmental work for the future Alta Sunrise reliever from Douglas Road to US 50, or such other alternative facilities that serve substantially the same purpose.

R-27 ***Kiefer Boulevard from Sunrise Boulevard to Jaeger Road: 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northernmost center lane of Kiefer Boulevard and a median curb from Sunrise Boulevard to Jaeger Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-28 ***Kiefer Boulevard at Jaeger Road: 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection at Kiefer Boulevard/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-29 ***Jaeger Road from Pyramid Road to Southern Boundary of Anatolia II: 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from Pyramid Road to the southern boundary of Anatolia II (excluding the first 450' from the Pyramid intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-30 ***Jaeger Road from Southern Boundary of Anatolia II to Northern Boundary of Anatolia III (Adjacent to Preserve): 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from the southern boundary of Anatolia II to the northern boundary of Anatolia III (adjacent to preserve), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-31 ***Jaeger Road from Northern Boundary of Anatolia III to Kiefer Boulevard: 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from the northern boundary of Anatolia III to Kiefer Boulevard (excluding the first 450' from the Kiefer intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-32 ***Douglas Road from Mather East Westerly Boundary to Sunrise Boulevard: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Douglas Road from the westerly Mather East boundary to Sunrise Boulevard (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls,

storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-33 ***Douglas Road from Sunrise Boulevard to Easterly Anatolia I Boundary: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Douglas Road from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-34 ***Sunrise Boulevard from Douglas Road to Southerly Mather East Boundary: Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Sunrise Boulevard from Douglas Road to southerly Mather East boundary (excluding the first 450' from the Douglas intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-35 ***Sunrise Boulevard from Douglas Road to Pyramid Boulevard: Easterly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from Douglas Road to Pyramid Boulevard (excluding the first 450' from the Douglas and Pyramid intersections), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-36 ***Sunrise Boulevard from Pyramid Boulevard to Southerly Anatolia II Boundary: Easterly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from Pyramid Boulevard to the southerly Anatolia II boundary (excluding the first 450' from the Pyramid intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-39 ***Sunrise Boulevard from Southerly Anatolia II Boundary to Kiefer Boulevard: Easterly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from the southerly Anatolia II boundary to Kiefer Boulevard (excluding the first 450' from the Kiefer intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-41 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary: Northerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Pyramid Boulevard from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-42 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Pyramid Boulevard from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-43 ***Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary (Adjacent to Preserve): Northerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Kiefer Boulevard from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-44 ***Kiefer Boulevard: Anatolia III Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Kiefer Boulevard adjacent to Anatolia III (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-45 ***Jaeger Road: Anatolia IV Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road adjacent to Anatolia IV, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-46 ***Jaeger Road from Northerly Anatolia II Boundary to Southerly Anatolia II Boundary: Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the northerly Anatolia II boundary to the southerly Anatolia II boundary, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-47 ***Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary (Adjacent to Preserve): Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the southerly Anatolia II boundary to the northerly Anatolia III boundary (adjacent to preserve), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-48 ***Jaeger Road from Northerly Anatolia III Boundary to Kiefer Boulevard: Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the northerly Anatolia III boundary to Kiefer Boulevard (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-49 ***Douglas Road from Sunrise Boulevard to 1,500 Feet West of Sunrise Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to 1,500' west of Sunrise Boulevard (excluding the first 450' from the intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose..

R-50 ***Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering either a half or full roadway section where single family lots do not front on the half or full roadway section within Anatolia I, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-51 ***Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering either a half or full roadway section where single family lots do not front on the half or full roadway section within Anatolia II, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-52 ***Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Pyramid Boulevard from westerly Anatolia IV boundary to Jaeger Road (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

JOINT TRENCH UTILITIES

JT-3 ***Douglas Road at Sunrise Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,452 feet in length through the Douglas/Sunrise intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-4 ***Douglas Road at Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 358 feet in length through the Douglas/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-9 ***Sunrise Boulevard at Pyramid Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,354 feet in length through the Sunrise/Pyramid intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-10 ***Sunrise Boulevard at Kiefer Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench

conduit, approximately 1,096 feet in length through the Sunrise/Kiefer intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-16 ***Pyramid Boulevard at Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 368 feet in length through the Pyramid/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-28 ***Kiefer Boulevard at Jaeger Road*** – All facilities and costs associated with designing, engineering, staking, inspection, testing, construction management, fees, constructing and delivering a joint trench conduit, approximately 736 feet in length through the Kiefer/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-32 ***Douglas Road from Mather East Westerly Boundary to Sunrise Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length from the Mather East westerly boundary to Sunrise Boulevard (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-33 ***Douglas Road from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-34 ***Sunrise Boulevard from Douglas Road to Southerly Mather East Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Douglas Road to the southerly Mather East boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-35 ***Sunrise Boulevard from Douglas Road to Pyramid Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,000 feet in length from Douglas Road to Pyramid Boulevard (excluding the first 450' of roadway from the Sunrise and Pyramid intersections), or such other alternative facilities that serve substantially the same purpose.

JT-36 ***Sunrise Boulevard from Pyramid Boulevard to Southerly Anatolia II Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,500 feet in length from Pyramid Boulevard to southerly Anatolia II boundary (excluding the first 450' of roadway from the Pyramid intersection), or such other alternative facilities that serve substantially the same purpose.

JT-39 ***Sunrise Boulevard from Southerly Anatolia II Boundary to Kiefer Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,600 feet in length from the southerly Anatolia II boundary to Kiefer Boulevard (excluding the first 450' of roadway from the Kiefer intersection), or such other alternative facilities that serve substantially the same purpose.

JT-41 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-42 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-43 ***Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-44 ***Kiefer Boulevard from Westerly Anatolia III Boundary to Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from westerly Anatolia III boundary to Jaeger Road (excluding the first 450' of roadway from the Jaeger intersection), or such other alternative facilities that serve substantially the same purpose.

JT-45 ***Jaeger Road: Anatolia IV Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

JT-46 ***Jaeger Road: Anatolia II Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 950 feet in length adjacent to Anatolia II, or such other alternative facilities that serve substantially the same purpose.

JT-47 ***Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from the southerly Anatolia II boundary to the northerly Anatolia III boundary, or such other alternative facilities that serve substantially the same purpose.

JT-48 ***Jaeger Road: Anatolia III Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,650 feet in length adjacent to Anatolia III, or such other alternative facilities that serve substantially the same purpose.

JT-50 ***Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,400 feet in length adjacent to the Anatolia I Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.

JT-51 ***Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 8,375 feet in length adjacent to the Anatolia II Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.

JT-52 ***Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,000 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

SANITARY SEWER FACILITIES

S-1 ***8" Sewer Force Main: Kiefer Boulevard Lift Station to Pyramid Boulevard Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 11,200 lineal feet of sewer force main from the Kiefer Boulevard Lift Station (Facility S-2), north to Pyramid Boulevard Outfall near Jaeger Road, or such other alternative facilities that serve substantially the same purpose.

S-2 ***Kiefer Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Anatolia III to serve Anatolia III, or such other alternative facilities that serve substantially the same purpose.

S-3 ***18" Sewer Force Main: Pyramid Boulevard Lift Station to Mayhew Drive Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 43,000 lineal feet of sewer force main from the Pyramid Boulevard Lift Station (Facility S-4), south and west to Mayhew Drive Outfall, or such other alternative facilities that serve substantially the same purpose.

S-4 ***Pyramid Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility near the intersection of Pyramid Boulevard and Sunrise Boulevard in Anatolia II to serve Anatolia I, II, III & IV, or such other alternative facilities that serve substantially the same purpose.

S-5 ***6" Sewer Force Main: Douglas Boulevard Lift Station to Pyramid Boulevard Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 5,100 lineal feet of sewer force main from the Douglas Boulevard Lift Station (Facility S-6), south to Pyramid Boulevard Outfall near Sunrise Boulevard, or such other alternative facilities that serve substantially the same purpose.

S-6 ***Douglas Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Mather East to serve Mather East and the northwestern most portion of Anatolia I, or such other alternative facilities that serve substantially the same purpose.

WATER FACILITIES

W-1 *Vineyard Well Field* – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a well field and related monitoring wells at the Vineyard Well Field to provide water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

W-2 ***30" Water Supply Line from Well Field to Kiefer Boulevard Groundwater Treatment Facility*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 21,500 lineal feet of water supply line from the Vineyard well field near Excelsior Road and Florin Road, north along Excelsior Road, and east along Kiefer Boulevard to the ground water treatment facility on Kiefer Boulevard, or such other alternative facilities that serve substantially the same purpose.

W-3 *Kiefer Groundwater Treatment Plant* – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a groundwater treatment plant at the Kiefer Groundwater Treatment Plant to provide treatment of water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

PARK FACILITIES

P-1 ***Park A – 21.6 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 21.6 acre Park A, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-2 ***Park B – 5.7 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.7 acre Park B, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-3 ***Park C – 4.5 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 4.5 acre Park C, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-4 ***Park E – 6.7 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 6.7 acre Park E, located within Anatolia I, or such other alternative facilities that serve substantially the same purpose.

P-5 ***Park K – 5.8 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.8 acre Park K, located within Anatolia III, or such other alternative facilities that serve substantially the same purpose.

P-6 ***Bike Trail Connector*** – All facilities and costs associated with designing, engineering, staking, construction management, fees, constructing and delivering a bike trail connector and associated facilities between Anatolia II and Anatolia III, or such other alternative facilities that serve substantially the same purpose.

SUNRIDGE SPECIFIC PLAN FEES

F-1 SunRidge Specific Plan Water Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

F-2 SunRidge Specific Plan Sewer Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

F-3 SunRidge Specific Plan Road Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

ENGINEERING STUDIES, PERMITTING, PUBLIC FACILITIES REPORT, FINANCING PLAN

E-1 ***Engineering Studies, Permitting, Public Facilities Report & Financing Plan*** – Consultant fees, application fees, processing fees, and document production costs associated with the SunRidge-Anatolia CFD No. 1 preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

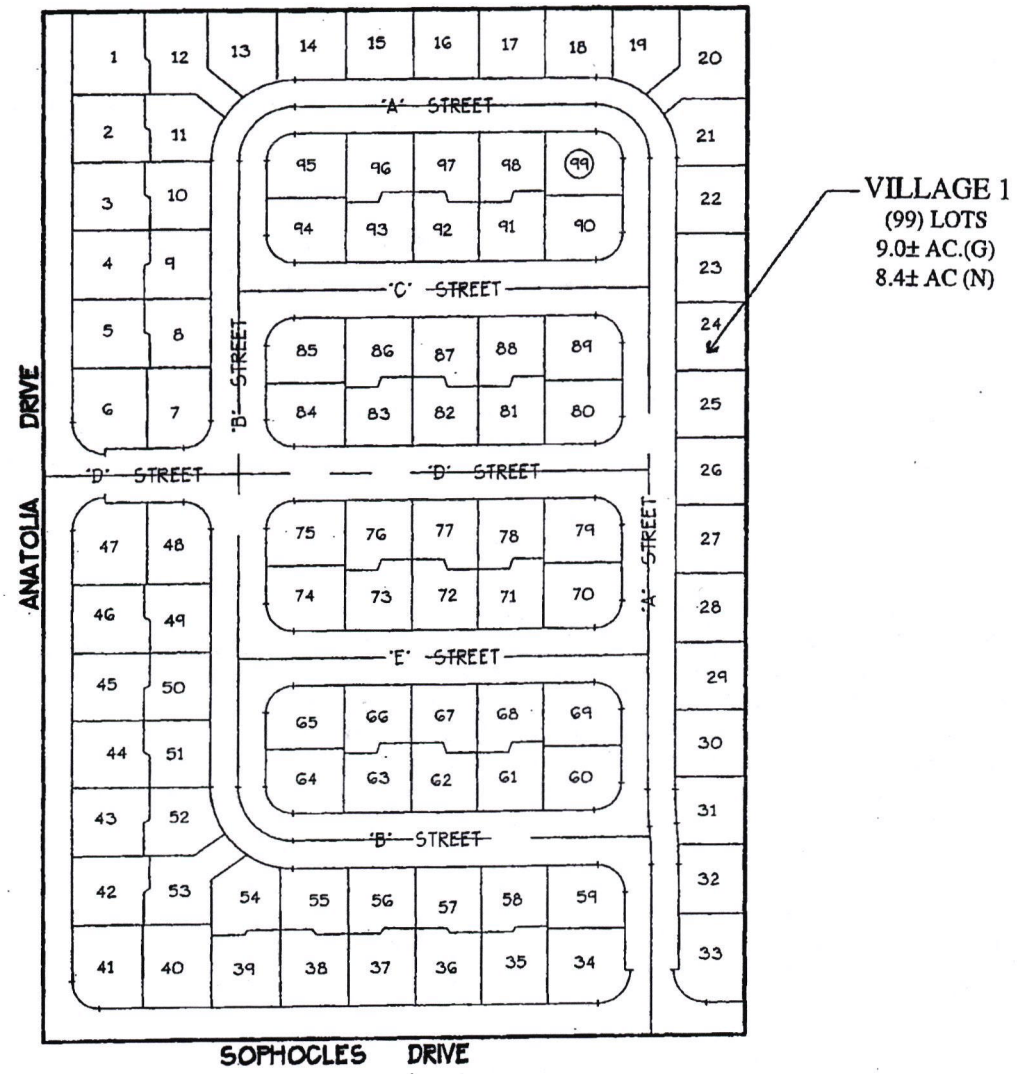
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

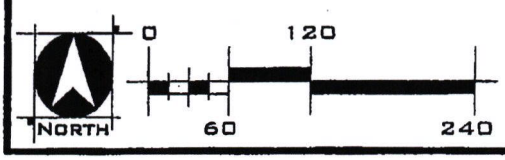
ANATOLIA COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 8, 2004

EXHIBIT "D"





WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "E"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Adam U. Lindgren, Assistant City Attorney

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO ANATOLIA II (Lot 8)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200____, by and between SUNRIDGE, LLC, a California limited liability company (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

1. On _____, 2004, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and Relative to the Development Known as Anatolia II (Lot 8) (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2004, as Instrument No. 2004-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 27 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:	ASSIGNEE:
SUNRIDGE, LLC, a California limited liability company	_____, a _____
By: _____ Print Name: _____ Title: _____	By: _____ Print Name: _____ Title: _____

CITY OF RANCHO CORDOVA

ORDINANCE NO. 67-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA CREATING AND ESTABLISHING CITY MANAGER FORM OF GOVERNMENT AND POSITION OF CITY MANAGER

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

SECTION 1. Ordinance No. 02-2003 is hereby amended as provided in this Section 1.

SECTION 1.1. Position Created. The position of the City Manager of the City of Rancho Cordova (the "City") is hereby created and established pursuant to Government Code Section 34851. The City Manager shall be appointed by the City Council wholly on the basis of administrative and executive ability, skill and qualifications.

SECTION 1.2. Powers and Duties. The City Manager shall be the administrative head of the government of the City under the direction and control of the City Council, except as otherwise provided in this ordinance. The City Manager shall be responsible for the efficient administration of all the affairs of the City. The City Manager shall have the duties and powers set forth herein.

SECTION 1.3. Law Enforcement. It shall be the duty of the City Manager to enforce or cause to be enforced all laws and ordinances of the City and to see that all franchises, contracts, permits and privileges granted by the City Council are faithfully observed.

SECTION 1.4. Powers of Appointment and Removal. It shall be the duty of the City Manager, pursuant to Government Code Section 34856, to appoint and remove any and all officers and department heads, including the City Clerk and City Treasurer, but excluding the City Attorney. The City Manager shall either approve the appointment, removal, promotion or demotion of all other City employees or authorize department heads to appoint, remove, promote or demote in certain classes of positions subject to all applicable personnel policies.

SECTION 1.5. Authority Over Employees. It shall be the duty of the City Manager, and the City Manager shall have the authority, to control, order and give directions to all heads of departments and to subordinate officers, employees, contractors, subcontractors, volunteers and other service providers or agents of the City. The City Manager may set aside any action taken by a department head and may supercede him/her in the functions of his/her office, except as expressly prohibited by State law, Federal law or City contract.

SECTION 1.6. Competitive Salaries. In recognition of the critical importance of staff and consultants to achieving the objectives and potential of the City, it shall be the duty of the City Manager to establish and maintain salaries and benefits sufficient to attract and retain talented, creative and dedicated employees and consultants.

SECTION 1.7. Internal Relations.

a. Orders and Instructions from City Council. The City Manager shall take orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council. No individual Council member shall give any orders or instructions to the City Manager.

b. No City Council Authority over Subordinates of the City Manager. Neither the Mayor, the City Council, nor any individual Council Member shall give any orders or instructions to any department head, officer or employee of the City under the City Manager's jurisdiction, either publicly or privately. Except for the purpose of inquiry, the Mayor and Council Members shall deal with the administrative service under the City Manager solely through the City Manager. Neither the Mayor, the City Council nor any Council Member shall interfere with the execution of the powers and duties of the City Manager, or order, directly or indirectly, the City Manager or any department head to appoint or remove any person to or from any office or employment with the City.

c. Violations. Violations of subsections a or b of this Section may subject the offender to censure by the City Council. Further, to the extent permitted by law, any actions by subordinates of the City Manager shall be invalid if the actions are taken by subordinates of the City Manager in response to direction from the Mayor, the City Council or any individual Council Member in violation of this Section.

d. No Current or Former Member of the City Council shall be City Manager or a Full-Time Employee. No current City Council member or person who has served as a member of the City Council within the past 365 days may serve as the City Manager or as a Department Head.

e. Department Cooperation. It shall be the duty of all subordinate officers to assist the City Manager in administering the affairs of the City efficiently, economically and harmoniously.

SECTION 1.8. Ordinances and Measures — Recommendation to City Council. It shall be the duty of the City Manager to recommend to the City Council for adoption such measures and ordinances as may be deemed necessary.

SECTION 1.9. Agendas of the City Council.

a. Regular City Council Meetings. The City Manager shall prepare the agenda for regular City Council meetings.
b. Special City Council Meetings. The City Manager or Mayor may schedule and set the agenda for special meetings of the City Council.

c. Consultation with Mayor Regarding Agendas. The City Manager shall generally consult with the Mayor in preparing agendas for regular and special City Council meetings. If, in the opinion of the City Manager and the Mayor, an item is inappropriate for consideration or is inadequately prepared, it shall not be agendized but returned immediately to the person who submitted it with the reason for rejection.

SECTION 1.10. Negotiation for City Service Contracts. It shall be the duty of the City Manager to negotiate all contracts for services for which the City has a service responsibility to its residents and desires to provide such service by contract. Contracts in amounts which exceed the City Manager's purchasing authority shall be approved by the City Council. The City Manager shall administer each contract and determine that its provisions are carried out.

SECTION 1.11. Purchasing, Expenditure Control, and Settlement of Claims.

a. The City Manager, or authorized representative, shall be responsible for the purchase of all supplies for all the departments or divisions of the City. The City Manager is designated as the Purchasing Agent of the City and authorized to make purchases as provided in Ordinance No. 07-2003 as amended by Ordinance 24-2003 and this Ordinance.

b. Unless otherwise directed by the City Council, the City Manager shall have authority to approve and execute payment of all warrants of $100,000 or less drawn upon the City Treasury without presentation to the City Council. Warrants in excess of $100,000, which are not pursuant to a specific contract that has previously been approved by the City Council, shall be presented to the City Council for approval.

c. The City Manager can promote the peaceful and efficient resolution of many disputes between third parties and the City. The City Manager shall, without written concurrence of the City Attorney, have the authority to settle for less than $5,000 any disputes between third parties and the City. The City Manager shall, with written concurrence of the City Attorney, have the authority to settle for sums between $5,000 and $25,000 any disputes between third parties and the City.

SECTION 1.12. Preparation of Financial Reports to City Council. It shall be the duty of the City Manager to keep the City Council at all times fully advised as to the financial condition and needs of the City.

SECTION 1.13. Preparation of City Budget. It shall be the duty of the City Manager to prepare and submit the proposed annual budget to the City Council for its approval. The City Manager shall have the authority to approve expenditure adjustments within the budget so long as the total annual budget appropriated by the City Council is not exceeded.

SECTION 1.14. Investigation in City Affairs — Complaint Investigation. It shall be the duty of the City Manager to make investigations into the affairs of the City and any department or division thereof, and any contract for the proper performance of any obligations of the City. Further, it shall be the duty of the City Manager to investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City.

SECTION 1.15. Administrative Reorganization. It shall be the duty and responsibility of the City Manager to conduct studies and effect such administrative reorganization of services, offices, positions or units under the City Manager's direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business.

SECTION 1.16. Signing of Instruments. Pursuant to the City Council's authority under Government Code Section 40602, the City Manager, or as directed by the City Manager, the Assistant or

Deputy City Manager, the City Treasurer, or the Deputy or Assistant City Treasurer, shall sign all warrants drawn upon the City Treasury, all written contracts and conveyances made or entered into by the City, and all instruments requiring the City seal. Stamped or facsimile signatures are authorized hereby.

SECTION 1.17. Supervision of Public Property. It shall be the duty of the City Manager to supervise all public property that is under the control and jurisdiction of the City.

SECTION 1.18. Duties Delegated by City Council. It shall be the duty of the City Manager to perform such other duties and exercise such other powers as may be delegated from time to time by ordinance or other official action of the City Council.

SECTION 1.19. Compensation. The City Manager shall receive such compensation as the City Council shall from time to time determine. In addition, the City Manager shall be reimbursed for all actual and necessary expenses incurred in the performance of official duties.

SECTION 1.20. Employment Agreement. Nothing in this chapter shall be construed as a limitation on the power or authority of the City Council to enter into any supplemental agreement with the City Manager delineating additional terms and conditions of employment not inconsistent with any provisions of the chapter.

SECTION 1.21. Residence. Residency within the City shall not be a condition of employment.

SECTION 1.22. Acting City Manager. During any period of the City Manager's temporary absence or disability, the City Manager shall designate someone, other than a member of the City Council, to serve as the Acting City Manager for the period of such temporary absence or disability. This designation shall not require approval of the City Council. The City Manager shall notify the City Clerk in writing of his/her appointment of an Acting City Manager. In case of the temporary absence or disability of the City Manager and failure to choose an Acting City Manager within a reasonable period of time, the City Council may designate one of the department heads of the City to serve as the Acting City Manager during such period of temporary absence or disability. The appointment of an Acting City Manager by the City Council shall be recorded in the official City Council meeting minutes.

SECTION 1.23. City Manager Attendance at Meetings.

a. Attendance at City Council Meetings. The City Manager shall generally attend City Council meetings. The City Manager shall not be excluded from any City Council meeting, unless excused by the City Council in order for the Council to conduct his/her performance evaluation. The City Manager shall be seated at the City Council dais or with the City Council at all City Council meetings which he or she attends.

b. Attendance at Commission Meetings. The City Manager may attend any meeting of the Planning Commission and any other commissions, boards or committees created by the City Council, upon his/her own volition or upon direction of the City Council. At such meetings, the City Manager shall be heard by such commissions, boards or committees as to all matters the City Manager wishes to address to the members thereof.

SECTION 1.24. Annual Review. No less frequently than once each year, the City Council shall meet to conduct a review and evaluation of the City Manager. The City Council may use an outside

facilitator to assist them in conducting this evaluation. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the City Manager. The City Council and the City Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and the City Manager shall further establish a relative priority among those various goals and objectives, which shall be reduced to writing.

SECTION 1.25. Removal of City Manager.

a. Generally. The City Council may remove the City Manager at any time, with or without cause, by majority vote of its members. Notice of termination shall be provided to the City Manager in writing and at a regular meeting of the City Council.

b. Removal Following an Election. The City intends the position of the City Manager to be professional not political. To this end, the City wants any newly elected-member of the City Council or any reorganized City Council to observe the actions, performance and ability of the City Manager before considering removal of the Manager. Accordingly, the City Manager may not be removed from office during or within a period of 180 days succeeding any general municipal election held in the City at which election a member of the City Council is elected or re-elected except upon four-fifths (4/5ths) vote of the City Council.

SECTION 1.26. Bond. The City Manager shall furnish a corporate surety bond to be approved by the City Council in such sum as may be determined by the City Council, and shall be conditioned upon the faithful performance of the duties imposed upon the City Manager as herein prescribed. Any premium for such bond shall be a proper charge against the City.

SECTION 2. Amendment of Ordinance No. 24-2003 (establishing a purchasing system to permit the City Manager to enter into certain professional service contracts).

SECTION 2.1. Paragraph a.2 of Section 1 of Ordinance No. 24-2003 is hereby amended to read as follows:

"a. Purchase contracts:

. . . . .

2. When the procurement falls into any of the categories listed above, the Purchasing Agent may authorize contracts made by negotiation, provided that the amount does not exceed one hundred thousand dollars ($100,000). When the amount exceeds one hundred thousand thousand dollars ($100,000), the action must be authorized by the City Council."

SECTION 2.2. Paragraph b.2 of Section 1 of Ordinance No. 24-2003 is hereby amended to read as follows:

"b. Service Contracts:

. . . . .

2. When the procurement falls into any of the categories listed above, the City Manager may authorize contracts made by negotiation, provided that the amount does not exceed one hundred thousand dollars ($100,000). When the amount exceeds one hundred thousand dollars ($100,000), the action must be authorized by the City Council."

SECTION 3. Severability. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision 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 4. Effective Date and Publication of Ordinance Summary. This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 20th day of December, 2004, by vote as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Ken Cooley, Mayor

ATTEST:

_____

Lillian E. Hare, City Clerk

SECOND EMPLOYMENT AGREEMENT
WITH
CITY MANAGER
AND
CITY OF RANCHO CORDOVA

This Agreement is entered into this 6th day of December 2004 by and between the City of Rancho Cordova, California and Ted A. Gaebler, an individual.

WHEREAS, the City of Rancho Cordova, hereinafter referred to as "City," requires the services of a City Manager; and

WHEREAS, Ted A. Gaebler, hereinafter referred to as "City Manager," provides the necessary skills and expertise of a City Manager; and

WHEREAS, for the purposes of this Agreement, the Rancho Cordova City Council will be hereinafter referred to as the "City Council," and

WHEREAS, the parties acknowledge that the City Manager is a member of the International City/County Management Association (ICMA) and desire that the City Manager be subject to the ICMA Code of Ethics;

WHEREAS, the City hired the City Manager pursuant to an employment agreement dated September 15, 2003; and

WHEREAS, the City has recently celebrated the first anniversary of the City Manager's employment and completed a performance review of the City Manager; and

WHEREAS, the City now desires to replace the September 15, 2003 agreement with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

I. REPLACEMENT AGREEMENT

The "Employment Agreement with City Manager and City of Rancho Cordova" September 15, 2003 is hereby rescinded in its entirety and replaced with this "Second Employment Agreement with City Manager and City of Rancho Cordova" ("Agreement").

AGENDA ITEM # 10

II. COMMITMENTS & UNDERSTANDINGS

A. Duties & Authority

The City Manager shall be the Chief Executive Officer of the City, and shall be responsible to the City Council for the proper administration of all affairs of the City.

The City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

City Manager shall perform all legally permissible and proper duties and functions as the City Council shall from time to time assign. In the course of his duties the City Manager will conform to the ICMA Code of Ethics.

1. To accomplish this, the City Manager shall have the power and shall be required to:

   (a) Generally attend City Council meetings. The City Manager shall not be excluded from any City Council meeting, unless excused by the City Council in order for the Council to conduct his performance evaluation. The City Manager shall be seated at the City Council dais or with the City Council at all City Council meetings which he attends and shall take part in the discussion of all matters before the City Council.

   (b) Review all documents prior to agendizing for any special and/or regular meetings of the City Council. The City Manager may make recommendations to the City Council concerning the endorsement of or opposition to any proposed agenda items.

   If, in the opinion of the City Manager and the Mayor, an item is inappropriate for consideration or is inadequately prepared, it shall not be agendized but returned immediately to the person who submitted it with the reason for rejection.

   (c) Appoint, transfer, evaluate, discipline, and dismiss all department heads who shall serve at the pleasure of the City Manager, except as otherwise specifically required by law, City Council policy, and further excluding the City Attorney.

   (d) Provide management training and develop leadership qualities among department heads and staff as necessary to build a city management team that can plan for and meet future challenges.

(e) Conduct research in administrative practices so as to bring about greater efficiency and economy in city government. Develop and recommend to the City Council long-range plans to improve city operations and to prepare for future city growth and development.

(f) Coordinate the work of all appointive City officers, departments, and institutions in such matters, which are the concern and responsibility of the City Council. He may undertake any study or investigation he believes is necessary or desirable and shall make any study or investigation the City Council directs. He shall implement changes, which he believes will result in greater efficiency and economy in the administration of City affairs. To enable the City Manager to carry out such responsibilities, he may require reasonable and appropriate reports from any officer, department head, or institution head.

(g) Recommend to the City Council from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

(h) Consolidate or combine offices, positions, departments, or units under his jurisdiction. The City Manager may be the head of one or more departments.

(i) Exercise control of city government in extreme emergencies when there is not sufficient opportunity for the City Council to act. In such an instance the City Manager or Mayor shall have the authority to hire necessary extra personnel, purchase necessary supplies and equipment, and take other actions necessary to meet such emergencies.

(j) The City Manager may perform other functions which may not be formally described in the municipal code, but which are important to the City Council. These may include business development activities with special regional governments, volunteer agencies, Chambers of Commerce, or local service club leadership activities.

2. Disability or inability to perform

In the event the City Manager becomes mentally or physically incapable of performing his functions and duties with reasonable accommodation and it reasonably appears such incapability will last

for more than six (6) months, the City Council may terminate employment of the City Manager; however in such instance, the City Manager shall be entitled to severance pay as provided herein.

B. City Manager Commitments

1. Specific Tasks and Work Plans

City Manager agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with the City Manager and then adopted by motion by the City Council as frequently as the City Council may choose. Such specific tasks and work plans shall then be considered a part of this agreement.

2. Hours of Work

The City Manager is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of his position. The City Manager does not have set hours of work as he is expected to be available at all times.

It is recognized that the City Manager must devote a great deal of his time outside "normal office hours" to the business of the City, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform his duties; however, the City Manager has sole discretion as to his work schedule.

The City Manager shall work a "9/80" type schedule. The City Manager shall not spend more than 16 hours per month (chargeable to the Universal Leave Program, (ULP), if the hours are during "normal office hours") in teaching, consulting, speaking, or other non-City connected business for which compensation is paid, without the expressed prior consent of the City Council.

3. Return on Investment

Each calendar year for the duration of this Agreement, City Manager commits to produce additional revenues, identifiable savings or a combination of both that will be equal to or greater than four (4) times the City's investment in the City Manager. During the annual evaluation by the City Council, the City Manager will present data supporting this commitment and the City Council will be the sole judge of whether or not this commitment has been met.

C. City Commitments

1. City shall provide City Manager with the compensation, incentives and benefits specified in this Agreement.

2. City shall provide City Manager with a private office, secretary, staff, office equipment, supplies and all other facilities and services adequate for the performance of his duties.

3. City shall pay for or provide City Manager reimbursement of actual and reasonable business expenses. The City shall provide the City Manager a City credit card to charge appropriate and lawful business expenses.

4. City agrees to budget for and pay the professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.

5. City agrees to pay the travel and subsistence expenses of the City Manager, to pursue official and other functions for the City and meetings and occasions to continue the professional development of the City Manager, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Manager serves as a member.

6. City also agrees to pay as provided for in the annual budget for the travel and subsistence expenses of City Manager for short courses, institutes and seminars that are necessary for the good of the City.

7. City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues.

8. City shall provide a computer, laptop computer for travel and home use, high-speed internet access, cellular phone, pager, electronic calendar, fax, copy machine and similar devices to the City Manager at the City's expense.

D. City Council Commitments

1. The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in

carrying out this leadership responsibility, the City Council commits to spending time each year to work with the City Manager and staff on setting goals and priorities for the city government, and to work on issues that may be inhibiting the maximal achievement of City goals.

2. Except for the purpose of inquiry, the City Council and its members shall deal with the administrative service solely through the City Manager, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately.

3. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment.

4. The City Council agrees none of its members will publicly censure or criticize City staff and will instead relay any criticism of a City staff member privately through the City Manager.

E. Mutual Commitments

1. Performance Evaluation

Annual performance evaluations are an important way for the City Council and City Manager to ensure effective communications about expectations and performance.

The City Council recognizes that for the City Manager to respond to their needs and to grow in the performance of his job, he needs to know how the City Council Members think he is performing.

To assure the City Manager gets this feedback, the City Council commits to conduct an evaluation of the City Manager's performance at least once each year. The City Council and the City Manager agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year. The City Council may use an outside facilitator to assist them in conducting this evaluation.

The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the City Manager.

The City Council and the City Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and the City Manager shall further establish a relative priority among those various goals and objectives, which shall be reduced to writing and adopted by the Council.

2. City Manager's Mandate

Rancho Cordova is at the forefront of a new era and attitude of city government. Financial constraints and uncertainty demand new thinking about the role and operation of government. The City must be financially strong, yet the City must not be an undue burden on taxpayers. The City cannot provide for every citizen service request; however the City will not ignore legitimate community needs. The City must develop an identity and independence, and yet not contribute to the expensive and senseless duplication of services in the surrounding region. In short, the successful future of the city government demands that the City Manager be aggressive, innovative, and willing to take risks. The City and City Manager's mutual responsibility is to help shape a Rancho Cordova city government capable of meeting those challenges.

The City Manager and the City Council agree that the mandate for this position is to:

(a) Provide excellent, not mediocre, government services that are:

- Efficient
- Effective
- Well-respected
- Entrepreneurial

(b) Not only manage the City, but to fundamentally build how it works.

(c) Reinvent how both citizens and employees "experience" Rancho Cordova city government by establishing quality interactions between employees, the citizens/ customers, and the City Council, and by building a positive culture in city government.

(d) Create community and citizen pride in City government

(e) As time goes by, build a modern paradigm of government by:

- Developing the capacity for intelligent change
- Determining the benchmark agencies by which we can measure our progress
- Creating a city government that has never existed before in California
- Becoming a benchmark for other city governments to emulate

III. REMUNERATION

City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Compensation & Required Employer Costs

1. Base Salary

City Manager shall be paid a monthly salary as set forth in Exhibit 1 "Salary Range Table" at Range ___ Step ___. This constitutes "Base Salary."

Following the annual review of the performance of the City Manager by the City Council as provided herein or on December 15th of each year in the absence of such performance review, City Manager shall be eligible to and shall receive, in the absence of contrary action by the City Council, a full letter step increase in accordance with the schedule in Exhibit 1. This new step on the salary table will then become the "base salary" for the following year.

City Manager shall be paid at the same intervals and in the same manner as regular City employees.

City shall not at any time during the term of this agreement reduce the base salary, compensation or other financial benefits of City Manager, unless as part of a general city management salary reduction, and then in no greater percentage than the average reduction of all department heads. If such a non-uniform reduction occurs, the City Manager may deem such action to be a termination without cause and shall be eligible for severance compensation provided herein.

2. **Performance Incentive for Results**

To provide an incentive for the City Manager to produce exceptional results for the organization, which go above and beyond the expected fulfillment of the City Manager's job obligations, the City agrees to provide a financial incentive. The City Manager will be eligible for the incentive of up to ten percent (10%) of the City Manager's Base Salary based on an annual performance evaluation, at the sole discretion of the City Council. The incentive may be based, in part, on the accomplishment of specific goals, set by the City Council that are achieved by the City Manager.

The City Council and the City Manager agree that a performance evaluation, for the purpose of mid-course corrections, may occur several times during the year; however, the annual evaluation will be scheduled to occur between early-November and mid-December of each year. By January 31, 2005, and in each subsequent January, the City Manager and the City Council will create Specific Tasks and Outcome Measures, which will provide the basis for determining the performance results incentive.

Since this section is designed to produce an annual incentive, both parties understand that any incentive earned under this section is not to increase Base Salary as defined in this Section, but in whatever years such incentive is earned, it is to be included as "bonus pay for performance" by the City in reporting to the California Public Employees' Retirement System (PERS) for pension credit. Any performance results incentive awarded by the City Council to the City Manager shall be authorized by motion and paid with or before the last payroll check of each calendar year.

3. **Additional Employer Costs paid on behalf of City Manager**

(a) PERS (an actuarially-determined variable percentage each year)

(b) Medicare (1.45% of all wages)

(c) Unemployment Compensation

(d) Worker's Compensation

(e) The cost of any fidelity or other bonds required by law for the City Manager.

(f) The cost to defend and indemnify City Manager to the full extent of the law as provided by the California Torts Claims Act.

B. Basic Benefits

1. Holidays

City Manager will receive 12 paid holidays each calendar year but no less than all official City holidays.

2. Leave Allowance

The City may provide several leave benefits to its employees, including sick, vacation, administrative, compensatory time, personal, military, family, bereavement and funeral leave. In lieu of those leave programs, the City Manager shall receive only Universal Leave, which must be used for vacation, administrative leave, sickness, disability, or for the critical illness or death of an immediate family member.

The City Manager was granted 96 hours of leave credit effective October 6, 2003. On the effective date hereof, he shall begin accruing Universal Leave at a rate of 12.3 hours for each of the City's 26 bi-weekly pay periods. The maximum accrual of his Universal Leave time shall be 640 hours.

3. Automobile

The City Manager shall not be provided a monthly auto allowance and chooses to use his own vehicle for city-related business and/or functions during, before and after normal work hours. By City Manager making his personal automobile available for use, he is not precluded from using city vehicles for city business during, before, and after the normal workday on occasion, when appropriate.

4. Benefits that Accrue to Other Employees

Unless otherwise specified herein, all benefit provisions adopted by the City as they apply to City employees shall apply to the City Manager as well.

IV. INCOME SECURITY

A. Pensions

1. Retirement Plans. The City shall participate in PERS. The contribution rate for all employees in the local miscellaneous category is set by the Rancho Cordova City contract with PERS.

City shall pay the employer's share and agrees to pay the employee's share for participation in PERS. Pursuant to Government Code Section 20636 that payment, commonly known as employer paid member contribution (EPMC), shall be included in the base salary reported to PERS along with any incentive compensation.

2. **Survivors Continuance**

City shall provide a Section 21548 (Pre-Retirement Optional Settlement 2 Death Benefit), an optional benefit provision with PERS, which protects spouses if an employee dies prior to retirement.

3. **Deferred Compensation**

(a) 457 Plan

The City will make at least one qualified 457 Plan available to its employees, including the City Manager. The Cafeteria Plan funds not utilized by the City Manager for medical benefits may be applied toward the 457 Plan subject to IRS limits. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

(b) 401(a) Plan

The City has established a Section 401(a) Plan with ICMA Retirement Corporation for the benefit of the City employees. Any incentive pay awarded under the terms hereof may be put into an Internal Revenue Code Section 401 (a) defined contribution plan established for the City employees, or taken as pay, at the City Manager's option.

At any time during the term of this Agreement, the City Council, at its sole discretion, may direct by motion, that an amount not to

exceed the annual limits established by the IRS, be contributed to the Section 401(a) Plan.

B. Insurances

1. Cafeteria Plan

The City Manager shall receive a Cafeteria Plan contribution in the same amount as other employees (currently $820 per month) for medical, dental and vision insurances. If the City Manager can provide proof of health coverage from other sources, then the cafeteria contribution shall be put toward the 457 Plan or other tax deferred plan.

2. Disability Insurance

SDI (State Disability Insurance) (.9% up to $46,327 base wage limit paid by City Manager). This pays for injuries incurred off the job, up to a maximum of $2,123/month.

The City agrees to pay the premiums for City Manager to be covered by the City's long-term disability insurance plan.

3. Life Insurance

Term Life insurance in the amount of $500,000 will be provided by the City.

The City Manager shall be the owner of the life insurance policy, shall have full and complete discretion in selecting the policy and may substitute other policies if he so chooses, shall have sole authority to designate the beneficiary for the death benefits under the policy.

V. SEPARATION

A. Resignation/Retirement

City Manager may resign at any time and agrees to give the City at least 45 days advance written notice of the effective date of his resignation, unless the parties otherwise agree in writing. If the City Manager retires from full time public service with Rancho Cordova, he may provide six months advance notice. His actual retirement date will be mutually established.

B. Termination & Removal

The City Council may remove the City Manager at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to City Manager in writing. Any such notice of termination shall be given at a regular meeting of the City Council.

The City Manager shall not be removed during the first 180 days following any change in membership of the City Council, except upon four-fifths vote of the City Council.

Given the at-will nature of the position of City Manager, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of the City Manager that separation of the City Manager be done in a businesslike manner.

1. Severance Pay

In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform his duties under this agreement, then in that event City agrees to pay City Manager a lump sum cash payment equal to nine months base salary then in effect (see Section III.A.1.), or City Manager shall be entitled to receive continuation of salary and all benefits including deferred compensation payments for not less than nine (9) months or his accumulated months of severance, at the option of the City Manager. No additional accrual of leave time shall occur during this time period.

On December 31, 2004 and on the same date for the next succeeding two years, the City Manager shall accrue and be provided one additional month of severance pay for each calendar year served, up to a maximum of twelve months of total severance pay. By this formula, on January 1, 2007 and from then on, the City Manager shall receive a total of 12 months severance pay.

In the event the City refuses, following written notice of non-compliance, to comply with any provision in this Employment Agreement benefiting City Manager, or the City Manager resigns following a suggestion, whether formal or informal, by the City Council that he resign, then, in that event, City Manager may, at his option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be applicable.

Notwithstanding the foregoing, no severance payment shall be made if the City Manager is terminated due to conviction of a felony, conviction of a misdemeanor involving moral turpitude or the entry of a plea of nolo contendre or a plea bargain to either such crime or crimes.

C. Payment for Unused Leave Balance

On separation from City employment, the City Manager shall be paid for all unused accumulated Universal Leave Program (ULP), and/or he may apply the leave time to PERS service credit for retirement purposes. Accumulated ULP leave shall be paid at the City Manager's average monthly base salary rate for the three months immediately preceding the effective date of separation.

In the event the City Manager dies while employed by the City under this agreement, the City Manager's beneficiaries or those entitled to his estate, shall be entitled to his earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave.

VI. MISCELLANEOUS PROVISIONS

A. Term of Agreement

This agreement shall commence December 6, 2004 and continue in full force and effect for an indefinite term until such time as either party terminates the Agreement under the provisions set forth in the section entitled "SEPARATION."

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of City Manager at any time, subject only to the terms of this agreement.

B. Provisions that Survive Separation

The provisions of this Agreement which pertain to Longevity, Separation and Indemnification shall survive the termination hereof.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, in writing, and adopted by the City Council.

D. Conflict of Interest

Because of the duties and role of the City Manager on behalf of the City of Rancho Cordova and its citizenry, the City Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Rancho Cordova, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council. For and during the term of this Agreement, City Manager further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Rancho Cordova, without prior consent of the City Council.

City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his city employment.

The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Base Pay Calculations

For the purposes of the Public Employees Retirement System (PERS), the City shall incorporate into the reported "base pay" for all compensation earnable for the City Manager the following: city-paid employee portion of

PERS, as well as Section III.A base salary and incentive pay, as being paid as a regular part of the City Manager's salary in accordance with California Government Code Sections 20630 and 20636. If the City's eventual contract with PERS allows, then the cafeteria plan contribution and deferred compensation, shall also be included as reported base pay for compensation earnable.

F. Indemnification

In accordance with and subject to California's Tort Claims Act, City shall defend and indemnify City Manager against and for all losses sustained by City Manager in direct consequences of the discharge of his duties on the City's behalf for the period of his employment.

City shall defend, save harmless and indemnify City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of his duties as City Manager. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Whenever the City Manager shall be sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the City Manager in such suit and indemnify him from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

G. Severability

If any clause, sentence, part, section, or portion of this agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

H. Arbitration

Any controversy or claim arising out of or relating to employment with the City, including without limitation claims related to discrimination or harassment based on federal and state law, which cannot be resolved among the parties themselves, shall, on the written request of either party served on the other within the applicable statute of limitations, be

submitted and resolved by final and binding arbitration in a manner consistent with the Federal Arbitration Act, if applicable, or the California Code of Civil Procedure (including CCP Section 1283.05). Service of the written request shall be made only by certified mail, with a return receipt requested. Time is of the essence; if the request is not served within a one-year period for claims arising out of this Agreement, or within the applicable statute of limitations for the alleged federal or state law claims, the complaining party's claim(s) shall be forever waived and barred before any and all forums, including, without limitation, arbitration or judicial forums.

The arbitrator shall have no authority to alter, amend, modify or change any of the terms of employment unless a provision expressly conflicts with applicable federal or state laws. Any arbitrator selected under this provision shall have the express authority to consider statutory violations of federal and state law in addition to disputes involving terms and conditions of employment. The decision of the arbitrator shall be final and binding and judgment therein may be entered in any court having jurisdiction over the dispute.

The arbitration shall be conducted under the National Rules ("Rules") for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") current at the time of the dispute. In the event that any of the above Rules are determined to be in conflict with federal or state law, then the arbitrator shall have the authority to amend the Rules accordingly. The City shall be responsible for paying all the AAA's administrative and arbitrator's fees. In all other respects, the parties shall bear their own attorney's fees and costs except as otherwise required by law. The parties shall have the right to conduct discovery which provides them with access to documents and witnesses that are essential to the dispute, as determined by the arbitrator. The arbitrator's written award shall include the essential findings and conclusions upon which the award is based.

The parties intend that this arbitration procedure is mandatory and shall be the exclusive means of resolving all disputes whether founded in fact or law between employees and the City, its employees, directors, officers or managers arising out of or relating to City employment, and/or the termination of that relationship including, but not limited to any controversies or claims pertaining to wrongful or constructive discharge, wage and hour law, public policies or anti-discrimination statutes. THE PARTIES EXPRESSLY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW AND/OR BY A JURY IN A COURT PROCEEDING.

I. Attorney's Fees

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract or be a separate obligation as appropriate.

J. Laws Affecting Title

In addition to those laws affecting a City Manager, City Manager shall have the same powers, rights and responsibilities as a City Administrative Officer, Administrator, CAO, and/or City Administrator as those terms are used in local, state or federal laws unless clearly inconsistent herewith.

K. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sacramento, California.

L. Entire Agreement

This Agreement represents the entire Agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

M. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which City Manager or City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective parties as follows:

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

Ted A. Gaebler
City Manager, City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS_____DAY OF DECEMBER, 2004.

Mayor
City of Rancho Cordova

_____
Linda Budge

City Manager
City of Rancho Cordova

_____
Ted A. Gaebler

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

EXHIBIT I

Salary Range Table

CITY OF RANCHO CORDOVA
ADMINISTRATIVE POLICY

Number: 1
Issue Date: 4/20/04
Revision Date:
Approved By:

Ted A. Gaebe
City Manager

PURPOSE

Adoption of a salary plan for city employees (Exhibit A).

AUTHORITY

City Council Resolution 20-2004.

Attachments:
Exhibit A - Salary Plan

City of Rancho Cordova **EXHIBIT 'A'**

Salary Range Table

Monthly

0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
A	1,170	1,200	1,230	1,261	1,293	1,325	1,359	1,393	1,428
1	1,176	1,206	1,236	1,267	1,299	1,332	1,366	1,400	1,435
2	1,182	1,212	1,242	1,274	1,306	1,339	1,372	1,407	1,443
3	1,188	1,218	1,248	1,280	1,312	1,345	1,379	1,414	1,450
4	1,194	1,224	1,255	1,286	1,319	1,352	1,386	1,421	1,457
5	1,200	1,230	1,261	1,293	1,325	1,359	1,393	1,428	1,464
6	1,206	1,236	1,267	1,299	1,332	1,366	1,400	1,435	1,472
7	1,212	1,242	1,274	1,306	1,339	1,372	1,407	1,443	1,479
8	1,218	1,248	1,280	1,312	1,345	1,379	1,414	1,450	1,486
9	1,224	1,255	1,286	1,319	1,352	1,386	1,421	1,457	1,494
10	1,230	1,261	1,293	1,325	1,359	1,393	1,428	1,464	1,501
11	1,236	1,267	1,299	1,332	1,366	1,400	1,435	1,472	1,509
12	1,242	1,274	1,306	1,339	1,372	1,407	1,443	1,479	1,516
13	1,248	1,280	1,312	1,345	1,379	1,414	1,450	1,486	1,524
14	1,255	1,286	1,319	1,352	1,386	1,421	1,457	1,494	1,532
15	1,261	1,293	1,325	1,359	1,393	1,428	1,464	1,501	1,539
16	1,267	1,299	1,332	1,366	1,400	1,435	1,472	1,509	1,547
17	1,274	1,306	1,339	1,372	1,407	1,443	1,479	1,516	1,555
18	1,280	1,312	1,345	1,379	1,414	1,450	1,486	1,524	1,562
19	1,286	1,319	1,352	1,386	1,421	1,457	1,494	1,532	1,570
20	1,293	1,325	1,359	1,393	1,428	1,464	1,501	1,539	1,578
21	1,299	1,332	1,366	1,400	1,435	1,472	1,509	1,547	1,586
22	1,306	1,339	1,372	1,407	1,443	1,479	1,516	1,555	1,594
23	1,312	1,345	1,379	1,414	1,450	1,486	1,524	1,562	1,602
24	1,319	1,352	1,386	1,421	1,457	1,494	1,532	1,570	1,610
25	1,325	1,359	1,393	1,428	1,464	1,501	1,539	1,578	1,618
26	1,332	1,366	1,400	1,435	1,472	1,509	1,547	1,586	1,626
27	1,339	1,372	1,407	1,443	1,479	1,516	1,555	1,594	1,634
28	1,345	1,379	1,414	1,450	1,486	1,524	1,562	1,602	1,642
29	1,352	1,386	1,421	1,457	1,494	1,532	1,570	1,610	1,651
30	1,359	1,393	1,428	1,464	1,501	1,539	1,578	1,618	1,659
31	1,366	1,400	1,435	1,472	1,509	1,547	1,586	1,626	1,667
32	1,372	1,407	1,443	1,479	1,516	1,555	1,594	1,634	1,675
33	1,379	1,414	1,450	1,486	1,524	1,562	1,602	1,642	1,684
34	1,386	1,421	1,457	1,494	1,532	1,570	1,610	1,651	1,692
35	1,393	1,428	1,464	1,501	1,539	1,578	1,618	1,659	1,701
36	1,400	1,435	1,472	1,509	1,547	1,586	1,626	1,667	1,709
37	1,407	1,443	1,479	1,516	1,555	1,594	1,634	1,675	1,718
38	1,414	1,450	1,486	1,524	1,562	1,602	1,642	1,684	1,726
39	1,421	1,457	1,494	1,532	1,570	1,610	1,651	1,692	1,735
40	1,428	1,464	1,501	1,539	1,578	1,618	1,659	1,701	1,744
41	1,435	1,472	1,509	1,547	1,586	1,626	1,667	1,709	1,752
42	1,443	1,479	1,516	1,555	1,594	1,634	1,675	1,718	1,761
43	1,450	1,486	1,524	1,562	1,602	1,642	1,684	1,726	1,770
44	1,457	1,494	1,532	1,570	1,610	1,651	1,692	1,735	1,779
45	1,464	1,501	1,539	1,578	1,618	1,659	1,701	1,744	1,788
46	1,472	1,509	1,547	1,586	1,626	1,667	1,709	1,752	1,797
47	1,479	1,516	1,555	1,594	1,634	1,675	1,718	1,761	1,806
48	1,486	1,524	1,562	1,602	1,642	1,684	1,726	1,770	1,815
49	1,494	1,532	1,570	1,610	1,651	1,692	1,735	1,779	1,824
50	1,501	1,539	1,578	1,618	1,659	1,701	1,744	1,788	1,833
51	1,509	1,547	1,586	1,626	1,667	1,709	1,752	1,797	1,842

City of Rancho Cordova
Salary Range Table
Monthly
Approved by the City Manager: April 20, 2004

EXHIBIT 'A'

0.5%

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
52	1,516	1,555	1,594	1,634	1,675	1,718	1,761	1,806	1,851
53	1,524	1,562	1,602	1,642	1,684	1,726	1,770	1,815	1,860
54	1,532	1,570	1,610	1,651	1,692	1,735	1,779	1,824	1,870
55	1,539	1,578	1,618	1,659	1,701	1,744	1,788	1,833	1,879
56	1,547	1,586	1,626	1,667	1,709	1,752	1,797	1,842	1,889
57	1,555	1,594	1,634	1,675	1,718	1,761	1,806	1,851	1,898
58	1,562	1,602	1,642	1,684	1,726	1,770	1,815	1,860	1,907
59	1,570	1,610	1,651	1,692	1,735	1,779	1,824	1,870	1,917
60	1,578	1,618	1,659	1,701	1,744	1,788	1,833	1,879	1,927
61	1,586	1,626	1,667	1,709	1,752	1,797	1,842	1,889	1,936
62	1,594	1,634	1,675	1,718	1,761	1,806	1,851	1,898	1,946
63	1,602	1,642	1,684	1,726	1,770	1,815	1,860	1,907	1,956
64	1,610	1,651	1,692	1,735	1,779	1,824	1,870	1,917	1,965
65	1,618	1,659	1,701	1,744	1,788	1,833	1,879	1,927	1,975
66	1,626	1,667	1,709	1,752	1,797	1,842	1,889	1,936	1,985
67	1,634	1,675	1,718	1,761	1,806	1,851	1,898	1,946	1,995
68	1,642	1,684	1,726	1,770	1,815	1,860	1,907	1,956	2,005
69	1,651	1,692	1,735	1,779	1,824	1,870	1,917	1,965	2,015
70	1,659	1,701	1,744	1,788	1,833	1,879	1,927	1,975	2,025
71	1,667	1,709	1,752	1,797	1,842	1,889	1,936	1,985	2,035
72	1,675	1,718	1,761	1,806	1,851	1,898	1,946	1,995	2,045
73	1,684	1,726	1,770	1,815	1,860	1,907	1,956	2,005	2,056
74	1,692	1,735	1,779	1,824	1,870	1,917	1,965	2,015	2,066
75	1,701	1,744	1,788	1,833	1,879	1,927	1,975	2,025	2,076
76	1,709	1,752	1,797	1,842	1,889	1,936	1,985	2,035	2,087
77	1,718	1,761	1,806	1,851	1,898	1,946	1,995	2,045	2,097
78	1,726	1,770	1,815	1,860	1,907	1,956	2,005	2,056	2,108
79	1,735	1,779	1,824	1,870	1,917	1,965	2,015	2,066	2,118
80	1,744	1,788	1,833	1,879	1,927	1,975	2,025	2,076	2,129
81	1,752	1,797	1,842	1,889	1,936	1,985	2,035	2,087	2,139
82	1,761	1,806	1,851	1,898	1,946	1,995	2,045	2,097	2,150
83	1,770	1,815	1,860	1,907	1,956	2,005	2,056	2,108	2,161
84	1,779	1,824	1,870	1,917	1,965	2,015	2,066	2,118	2,172
85	1,788	1,833	1,879	1,927	1,975	2,025	2,076	2,129	2,182
86	1,797	1,842	1,889	1,936	1,985	2,035	2,087	2,139	2,193
87	1,806	1,851	1,898	1,946	1,995	2,045	2,097	2,150	2,204
88	1,815	1,860	1,907	1,956	2,005	2,056	2,108	2,161	2,215
89	1,824	1,870	1,917	1,965	2,015	2,066	2,118	2,172	2,226
90	1,833	1,879	1,927	1,975	2,025	2,076	2,129	2,182	2,238
91	1,842	1,889	1,936	1,985	2,035	2,087	2,139	2,193	2,249
92	1,851	1,898	1,946	1,995	2,045	2,097	2,150	2,204	2,260
93	1,860	1,907	1,956	2,005	2,056	2,108	2,161	2,215	2,271
94	1,870	1,917	1,965	2,015	2,066	2,118	2,172	2,226	2,283
95	1,879	1,927	1,975	2,025	2,076	2,129	2,182	2,238	2,294
96	1,889	1,936	1,985	2,035	2,087	2,139	2,193	2,249	2,306
97	1,898	1,946	1,995	2,045	2,097	2,150	2,204	2,260	2,317
98	1,907	1,956	2,005	2,056	2,108	2,161	2,215	2,271	2,329
99	1,917	1,965	2,015	2,066	2,118	2,172	2,226	2,283	2,340
100	1,927	1,975	2,025	2,076	2,129	2,182	2,238	2,294	2,352
101	1,936	1,985	2,035	2,087	2,139	2,193	2,249	2,306	2,364
102	1,946	1,995	2,045	2,097	2,150	2,204	2,260	2,317	2,376
103	1,956	2,005	2,056	2,108	2,161	2,215	2,271	2,329	2,387

City of Rancho Cordova
Salary Range Table
Monthly
Approved by the City Manager: April 20, 2004

EXHIBIT 'A'

0.5%

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
104	1,965	2,015	2,066	2,118	2,172	2,226	2,283	2,340	2,399
105	1,975	2,025	2,076	2,129	2,182	2,238	2,294	2,352	2,411
106	1,985	2,035	2,087	2,139	2,193	2,249	2,306	2,364	2,423
107	1,995	2,045	2,097	2,150	2,204	2,260	2,317	2,376	2,436
108	2,005	2,056	2,108	2,161	2,215	2,271	2,329	2,387	2,448
109	2,015	2,066	2,118	2,172	2,226	2,283	2,340	2,399	2,460
110	2,025	2,076	2,129	2,182	2,238	2,294	2,352	2,411	2,472
111	2,035	2,087	2,139	2,193	2,249	2,306	2,364	2,423	2,485
112	2,045	2,097	2,150	2,204	2,260	2,317	2,376	2,436	2,497
113	2,056	2,108	2,161	2,215	2,271	2,329	2,387	2,448	2,510
114	2,066	2,118	2,172	2,226	2,283	2,340	2,399	2,460	2,522
115	2,076	2,129	2,182	2,238	2,294	2,352	2,411	2,472	2,535
116	2,087	2,139	2,193	2,249	2,306	2,364	2,423	2,485	2,547
117	2,097	2,150	2,204	2,260	2,317	2,376	2,436	2,497	2,560
118	2,108	2,161	2,215	2,271	2,329	2,387	2,448	2,510	2,573
119	2,118	2,172	2,226	2,283	2,340	2,399	2,460	2,522	2,586
120	2,129	2,182	2,238	2,294	2,352	2,411	2,472	2,535	2,599
121	2,139	2,193	2,249	2,306	2,364	2,423	2,485	2,547	2,612
122	2,150	2,204	2,260	2,317	2,376	2,436	2,497	2,560	2,625
123	2,161	2,215	2,271	2,329	2,387	2,448	2,510	2,573	2,638
124	2,172	2,226	2,283	2,340	2,399	2,460	2,522	2,586	2,651
125	2,182	2,238	2,294	2,352	2,411	2,472	2,535	2,599	2,664
126	2,193	2,249	2,306	2,364	2,423	2,485	2,547	2,612	2,678
127	2,204	2,260	2,317	2,376	2,436	2,497	2,560	2,625	2,691
128	2,215	2,271	2,329	2,387	2,448	2,510	2,573	2,638	2,704
129	2,226	2,283	2,340	2,399	2,460	2,522	2,586	2,651	2,718
130	2,238	2,294	2,352	2,411	2,472	2,535	2,599	2,664	2,732
131	2,249	2,306	2,364	2,423	2,485	2,547	2,612	2,678	2,745
132	2,260	2,317	2,376	2,436	2,497	2,560	2,625	2,691	2,759
133	2,271	2,329	2,387	2,448	2,510	2,573	2,638	2,704	2,773
134	2,283	2,340	2,399	2,460	2,522	2,586	2,651	2,718	2,787
135	2,294	2,352	2,411	2,472	2,535	2,599	2,664	2,732	2,801
136	2,306	2,364	2,423	2,485	2,547	2,612	2,678	2,745	2,815
137	2,317	2,376	2,436	2,497	2,560	2,625	2,691	2,759	2,829
138	2,329	2,387	2,448	2,510	2,573	2,638	2,704	2,773	2,843
139	2,340	2,399	2,460	2,522	2,586	2,651	2,718	2,787	2,857
140	2,352	2,411	2,472	2,535	2,599	2,664	2,732	2,801	2,871
141	2,364	2,423	2,485	2,547	2,612	2,678	2,745	2,815	2,886
142	2,376	2,436	2,497	2,560	2,625	2,691	2,759	2,829	2,900
143	2,387	2,448	2,510	2,573	2,638	2,704	2,773	2,843	2,915
144	2,399	2,460	2,522	2,586	2,651	2,718	2,787	2,857	2,929
145	2,411	2,472	2,535	2,599	2,664	2,732	2,801	2,871	2,944
146	2,423	2,485	2,547	2,612	2,678	2,745	2,815	2,886	2,959
147	2,436	2,497	2,560	2,625	2,691	2,759	2,829	2,900	2,973
148	2,448	2,510	2,573	2,638	2,704	2,773	2,843	2,915	2,988
149	2,460	2,522	2,586	2,651	2,718	2,787	2,857	2,929	3,003
150	2,472	2,535	2,599	2,664	2,732	2,801	2,871	2,944	3,018
151	2,485	2,547	2,612	2,678	2,745	2,815	2,886	2,959	3,033
152	2,497	2,560	2,625	2,691	2,759	2,829	2,900	2,973	3,048
153	2,510	2,573	2,638	2,704	2,773	2,843	2,915	2,988	3,064
154	2,522	2,586	2,651	2,718	2,787	2,857	2,929	3,003	3,079
155	2,535	2,599	2,664	2,732	2,801	2,871	2,944	3,018	3,094

EXHIBIT 'A'

City of Rancho Cordova
Salary Range Table
Monthly
Approved by the City Manager: April 20, 2004

0.5%

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
156	2,547	2,612	2,678	2,745	2,815	2,886	2,959	3,033	3,110
157	2,560	2,625	2,691	2,759	2,829	2,900	2,973	3,048	3,125
158	2,573	2,638	2,704	2,773	2,843	2,915	2,988	3,064	3,141
159	2,586	2,651	2,718	2,787	2,857	2,929	3,003	3,079	3,157
160	2,599	2,664	2,732	2,801	2,871	2,944	3,018	3,094	3,172
161	2,612	2,678	2,745	2,815	2,886	2,959	3,033	3,110	3,188
162	2,625	2,691	2,759	2,829	2,900	2,973	3,048	3,125	3,204
163	2,638	2,704	2,773	2,843	2,915	2,988	3,064	3,141	3,220
164	2,651	2,718	2,787	2,857	2,929	3,003	3,079	3,157	3,236
165	2,664	2,732	2,801	2,871	2,944	3,018	3,094	3,172	3,253
166	2,678	2,745	2,815	2,886	2,959	3,033	3,110	3,188	3,269
167	2,691	2,759	2,829	2,900	2,973	3,048	3,125	3,204	3,285
168	2,704	2,773	2,843	2,915	2,988	3,064	3,141	3,220	3,302
169	2,718	2,787	2,857	2,929	3,003	3,079	3,157	3,236	3,318
170	2,732	2,801	2,871	2,944	3,018	3,094	3,172	3,253	3,335
171	2,745	2,815	2,886	2,959	3,033	3,110	3,188	3,269	3,351
172	2,759	2,829	2,900	2,973	3,048	3,125	3,204	3,285	3,368
173	2,773	2,843	2,915	2,988	3,064	3,141	3,220	3,302	3,385
174	2,787	2,857	2,929	3,003	3,079	3,157	3,236	3,318	3,402
175	2,801	2,871	2,944	3,018	3,094	3,172	3,253	3,335	3,419
176	2,815	2,886	2,959	3,033	3,110	3,188	3,269	3,351	3,436
177	2,829	2,900	2,973	3,048	3,125	3,204	3,285	3,368	3,453
178	2,843	2,915	2,988	3,064	3,141	3,220	3,302	3,385	3,470
179	2,857	2,929	3,003	3,079	3,157	3,236	3,318	3,402	3,488
180	2,871	2,944	3,018	3,094	3,172	3,253	3,335	3,419	3,505
181	2,886	2,959	3,033	3,110	3,188	3,269	3,351	3,436	3,523
182	2,900	2,973	3,048	3,125	3,204	3,285	3,368	3,453	3,540
183	2,915	2,988	3,064	3,141	3,220	3,302	3,385	3,470	3,558
184	2,929	3,003	3,079	3,157	3,236	3,318	3,402	3,488	3,576
185	2,944	3,018	3,094	3,172	3,253	3,335	3,419	3,505	3,594
186	2,959	3,033	3,110	3,188	3,269	3,351	3,436	3,523	3,612
187	2,973	3,048	3,125	3,204	3,285	3,368	3,453	3,540	3,630
188	2,988	3,064	3,141	3,220	3,302	3,385	3,470	3,558	3,648
189	3,003	3,079	3,157	3,236	3,318	3,402	3,488	3,576	3,666
190	3,018	3,094	3,172	3,253	3,335	3,419	3,505	3,594	3,685
191	3,033	3,110	3,188	3,269	3,351	3,436	3,523	3,612	3,703
192	3,048	3,125	3,204	3,285	3,368	3,453	3,540	3,630	3,721
193	3,064	3,141	3,220	3,302	3,385	3,470	3,558	3,648	3,740
194	3,079	3,157	3,236	3,318	3,402	3,488	3,576	3,666	3,759
195	3,094	3,172	3,253	3,335	3,419	3,505	3,594	3,685	3,778
196	3,110	3,188	3,269	3,351	3,436	3,523	3,612	3,703	3,796
197	3,125	3,204	3,285	3,368	3,453	3,540	3,630	3,721	3,815
198	3,141	3,220	3,302	3,385	3,470	3,558	3,648	3,740	3,834
199	3,157	3,236	3,318	3,402	3,488	3,576	3,666	3,759	3,854
200	3,172	3,253	3,335	3,419	3,505	3,594	3,685	3,778	3,873
201	3,188	3,269	3,351	3,436	3,523	3,612	3,703	3,796	3,892
202	3,204	3,285	3,368	3,453	3,540	3,630	3,721	3,815	3,912
203	3,220	3,302	3,385	3,470	3,558	3,648	3,740	3,834	3,931
204	3,236	3,318	3,402	3,488	3,576	3,666	3,759	3,854	3,951
205	3,253	3,335	3,419	3,505	3,594	3,685	3,778	3,873	3,971
206	3,269	3,351	3,436	3,523	3,612	3,703	3,796	3,892	3,991
207	3,285	3,368	3,453	3,540	3,630	3,721	3,815	3,912	4,011

City of Rancho Cordova **EXHIBIT 'A'**
Salary Range Table
Monthly
0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
208	3,302	3,385	3,470	3,558	3,648	3,740	3,834	3,931	4,031
209	3,318	3,402	3,488	3,576	3,666	3,759	3,854	3,951	4,051
210	3,335	3,419	3,505	3,594	3,685	3,778	3,873	3,971	4,071
211	3,351	3,436	3,523	3,612	3,703	3,796	3,892	3,991	4,091
212	3,368	3,453	3,540	3,630	3,721	3,815	3,912	4,011	4,112
213	3,385	3,470	3,558	3,648	3,740	3,834	3,931	4,031	4,132
214	3,402	3,488	3,576	3,666	3,759	3,854	3,951	4,051	4,153
215	3,419	3,505	3,594	3,685	3,778	3,873	3,971	4,071	4,174
216	3,436	3,523	3,612	3,703	3,796	3,892	3,991	4,091	4,195
217	3,453	3,540	3,630	3,721	3,815	3,912	4,011	4,112	4,216
218	3,470	3,558	3,648	3,740	3,834	3,931	4,031	4,132	4,237
219	3,488	3,576	3,666	3,759	3,854	3,951	4,051	4,153	4,258
220	3,505	3,594	3,685	3,778	3,873	3,971	4,071	4,174	4,279
221	3,523	3,612	3,703	3,796	3,892	3,991	4,091	4,195	4,301
222	3,540	3,630	3,721	3,815	3,912	4,011	4,112	4,216	4,322
223	3,558	3,648	3,740	3,834	3,931	4,031	4,132	4,237	4,344
224	3,576	3,666	3,759	3,854	3,951	4,051	4,153	4,258	4,365
225	3,594	3,685	3,778	3,873	3,971	4,071	4,174	4,279	4,387
226	3,612	3,703	3,796	3,892	3,991	4,091	4,195	4,301	4,409
227	3,630	3,721	3,815	3,912	4,011	4,112	4,216	4,322	4,431
228	3,648	3,740	3,834	3,931	4,031	4,132	4,237	4,344	4,453
229	3,666	3,759	3,854	3,951	4,051	4,153	4,258	4,365	4,476
230	3,685	3,778	3,873	3,971	4,071	4,174	4,279	4,387	4,498
231	3,703	3,796	3,892	3,991	4,091	4,195	4,301	4,409	4,521
232	3,721	3,815	3,912	4,011	4,112	4,216	4,322	4,431	4,543
233	3,740	3,834	3,931	4,031	4,132	4,237	4,344	4,453	4,566
234	3,759	3,854	3,951	4,051	4,153	4,258	4,365	4,476	4,589
235	3,778	3,873	3,971	4,071	4,174	4,279	4,387	4,498	4,612
236	3,796	3,892	3,991	4,091	4,195	4,301	4,409	4,521	4,635
237	3,815	3,912	4,011	4,112	4,216	4,322	4,431	4,543	4,658
238	3,834	3,931	4,031	4,132	4,237	4,344	4,453	4,566	4,681
239	3,854	3,951	4,051	4,153	4,258	4,365	4,476	4,589	4,705
240	3,873	3,971	4,071	4,174	4,279	4,387	4,498	4,612	4,728
241	3,892	3,991	4,091	4,195	4,301	4,409	4,521	4,635	4,752
242	3,912	4,011	4,112	4,216	4,322	4,431	4,543	4,658	4,775
243	3,931	4,031	4,132	4,237	4,344	4,453	4,566	4,681	4,799
244	3,951	4,051	4,153	4,258	4,365	4,476	4,589	4,705	4,823
245	3,971	4,071	4,174	4,279	4,387	4,498	4,612	4,728	4,847
246	3,991	4,091	4,195	4,301	4,409	4,521	4,635	4,752	4,872
247	4,011	4,112	4,216	4,322	4,431	4,543	4,658	4,775	4,896
248	4,031	4,132	4,237	4,344	4,453	4,566	4,681	4,799	4,921
249	4,051	4,153	4,258	4,365	4,476	4,589	4,705	4,823	4,945
250	4,071	4,174	4,279	4,387	4,498	4,612	4,728	4,847	4,970
251	4,091	4,195	4,301	4,409	4,521	4,635	4,752	4,872	4,995
252	4,112	4,216	4,322	4,431	4,543	4,658	4,775	4,896	5,020
253	4,132	4,237	4,344	4,453	4,566	4,681	4,799	4,921	5,045
254	4,153	4,258	4,365	4,476	4,589	4,705	4,823	4,945	5,070
255	4,174	4,279	4,387	4,498	4,612	4,728	4,847	4,970	5,095
256	4,195	4,301	4,409	4,521	4,635	4,752	4,872	4,995	5,121
257	4,216	4,322	4,431	4,543	4,658	4,775	4,896	5,020	5,146
258	4,237	4,344	4,453	4,566	4,681	4,799	4,921	5,045	5,172
259	4,258	4,365	4,476	4,589	4,705	4,823	4,945	5,070	5,198

City of Rancho Cordova **EXHIBIT 'A'**

Salary Range Table

Monthly

0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
260	4,279	4,387	4,498	4,612	4,728	4,847	4,970	5,095	5,224
261	4,301	4,409	4,521	4,635	4,752	4,872	4,995	5,121	5,250
262	4,322	4,431	4,543	4,658	4,775	4,896	5,020	5,146	5,276
263	4,344	4,453	4,566	4,681	4,799	4,921	5,045	5,172	5,303
264	4,365	4,476	4,589	4,705	4,823	4,945	5,070	5,198	5,329
265	4,387	4,498	4,612	4,728	4,847	4,970	5,095	5,224	5,356
266	4,409	4,521	4,635	4,752	4,872	4,995	5,121	5,250	5,383
267	4,431	4,543	4,658	4,775	4,896	5,020	5,146	5,276	5,410
268	4,453	4,566	4,681	4,799	4,921	5,045	5,172	5,303	5,437
269	4,476	4,589	4,705	4,823	4,945	5,070	5,198	5,329	5,464
270	4,498	4,612	4,728	4,847	4,970	5,095	5,224	5,356	5,491
271	4,521	4,635	4,752	4,872	4,995	5,121	5,250	5,383	5,519
272	4,543	4,658	4,775	4,896	5,020	5,146	5,276	5,410	5,546
273	4,566	4,681	4,799	4,921	5,045	5,172	5,303	5,437	5,574
274	4,589	4,705	4,823	4,945	5,070	5,198	5,329	5,464	5,602
275	4,612	4,728	4,847	4,970	5,095	5,224	5,356	5,491	5,630
276	4,635	4,752	4,872	4,995	5,121	5,250	5,383	5,519	5,658
277	4,658	4,775	4,896	5,020	5,146	5,276	5,410	5,546	5,686
278	4,681	4,799	4,921	5,045	5,172	5,303	5,437	5,574	5,715
279	4,705	4,823	4,945	5,070	5,198	5,329	5,464	5,602	5,743
280	4,728	4,847	4,970	5,095	5,224	5,356	5,491	5,630	5,772
281	4,752	4,872	4,995	5,121	5,250	5,383	5,519	5,658	5,801
282	4,775	4,896	5,020	5,146	5,276	5,410	5,546	5,686	5,830
283	4,799	4,921	5,045	5,172	5,303	5,437	5,574	5,715	5,859
284	4,823	4,945	5,070	5,198	5,329	5,464	5,602	5,743	5,888
285	4,847	4,970	5,095	5,224	5,356	5,491	5,630	5,772	5,918
286	4,872	4,995	5,121	5,250	5,383	5,519	5,658	5,801	5,947
287	4,896	5,020	5,146	5,276	5,410	5,546	5,686	5,830	5,977
288	4,921	5,045	5,172	5,303	5,437	5,574	5,715	5,859	6,007
289	4,945	5,070	5,198	5,329	5,464	5,602	5,743	5,888	6,037
290	4,970	5,095	5,224	5,356	5,491	5,630	5,772	5,918	6,067
291	4,995	5,121	5,250	5,383	5,519	5,658	5,801	5,947	6,098
292	5,020	5,146	5,276	5,410	5,546	5,686	5,830	5,977	6,128
293	5,045	5,172	5,303	5,437	5,574	5,715	5,859	6,007	6,159
294	5,070	5,198	5,329	5,464	5,602	5,743	5,888	6,037	6,189
295	5,095	5,224	5,356	5,491	5,630	5,772	5,918	6,067	6,220
296	5,121	5,250	5,383	5,519	5,658	5,801	5,947	6,098	6,251
297	5,146	5,276	5,410	5,546	5,686	5,830	5,977	6,128	6,283
298	5,172	5,303	5,437	5,574	5,715	5,859	6,007	6,159	6,314
299	5,198	5,329	5,464	5,602	5,743	5,888	6,037	6,189	6,346
300	5,224	5,356	5,491	5,630	5,772	5,918	6,067	6,220	6,377
301	5,250	5,383	5,519	5,658	5,801	5,947	6,098	6,251	6,409
302	5,276	5,410	5,546	5,686	5,830	5,977	6,128	6,283	6,441
303	5,303	5,437	5,574	5,715	5,859	6,007	6,159	6,314	6,474
304	5,329	5,464	5,602	5,743	5,888	6,037	6,189	6,346	6,506
305	5,356	5,491	5,630	5,772	5,918	6,067	6,220	6,377	6,538
306	5,383	5,519	5,658	5,801	5,947	6,098	6,251	6,409	6,571
307	5,410	5,546	5,686	5,830	5,977	6,128	6,283	6,441	6,604
308	5,437	5,574	5,715	5,859	6,007	6,159	6,314	6,474	6,637
309	5,464	5,602	5,743	5,888	6,037	6,189	6,346	6,506	6,670
310	5,491	5,630	5,772	5,918	6,067	6,220	6,377	6,538	6,704
311	5,519	5,658	5,801	5,947	6,098	6,251	6,409	6,571	6,737

City of Rancho Cordova **EXHIBIT 'A'**

Salary Range Table

Monthly

0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
312	5,546	5,686	5,830	5,977	6,128	6,283	6,441	6,604	6,771
313	5,574	5,715	5,859	6,007	6,159	6,314	6,474	6,637	6,805
314	5,602	5,743	5,888	6,037	6,189	6,346	6,506	6,670	6,839
315	5,630	5,772	5,918	6,067	6,220	6,377	6,538	6,704	6,873
316	5,658	5,801	5,947	6,098	6,251	6,409	6,571	6,737	6,907
317	5,686	5,830	5,977	6,128	6,283	6,441	6,604	6,771	6,942
318	5,715	5,859	6,007	6,159	6,314	6,474	6,637	6,805	6,976
319	5,743	5,888	6,037	6,189	6,346	6,506	6,670	6,839	7,011
320	5,772	5,918	6,067	6,220	6,377	6,538	6,704	6,873	7,046
321	5,801	5,947	6,098	6,251	6,409	6,571	6,737	6,907	7,082
322	5,830	5,977	6,128	6,283	6,441	6,604	6,771	6,942	7,117
323	5,859	6,007	6,159	6,314	6,474	6,637	6,805	6,976	7,153
324	5,888	6,037	6,189	6,346	6,506	6,670	6,839	7,011	7,188
325	5,918	6,067	6,220	6,377	6,538	6,704	6,873	7,046	7,224
326	5,947	6,098	6,251	6,409	6,571	6,737	6,907	7,082	7,260
327	5,977	6,128	6,283	6,441	6,604	6,771	6,942	7,117	7,297
328	6,007	6,159	6,314	6,474	6,637	6,805	6,976	7,153	7,333
329	6,037	6,189	6,346	6,506	6,670	6,839	7,011	7,188	7,370
330	6,067	6,220	6,377	6,538	6,704	6,873	7,046	7,224	7,407
331	6,098	6,251	6,409	6,571	6,737	6,907	7,082	7,260	7,444
332	6,128	6,283	6,441	6,604	6,771	6,942	7,117	7,297	7,481
333	6,159	6,314	6,474	6,637	6,805	6,976	7,153	7,333	7,518
334	6,189	6,346	6,506	6,670	6,839	7,011	7,188	7,370	7,556
335	6,220	6,377	6,538	6,704	6,873	7,046	7,224	7,407	7,594
336	6,251	6,409	6,571	6,737	6,907	7,082	7,260	7,444	7,632
337	6,283	6,441	6,604	6,771	6,942	7,117	7,297	7,481	7,670
338	6,314	6,474	6,637	6,805	6,976	7,153	7,333	7,518	7,708
339	6,346	6,506	6,670	6,839	7,011	7,188	7,370	7,556	7,747
340	6,377	6,538	6,704	6,873	7,046	7,224	7,407	7,594	7,786
341	6,409	6,571	6,737	6,907	7,082	7,260	7,444	7,632	7,824
342	6,441	6,604	6,771	6,942	7,117	7,297	7,481	7,670	7,864
343	6,474	6,637	6,805	6,976	7,153	7,333	7,518	7,708	7,903
344	6,506	6,670	6,839	7,011	7,188	7,370	7,556	7,747	7,942
345	6,538	6,704	6,873	7,046	7,224	7,407	7,594	7,786	7,982
346	6,571	6,737	6,907	7,082	7,260	7,444	7,632	7,824	8,022
347	6,604	6,771	6,942	7,117	7,297	7,481	7,670	7,864	8,062
348	6,637	6,805	6,976	7,153	7,333	7,518	7,708	7,903	8,102
349	6,670	6,839	7,011	7,188	7,370	7,556	7,747	7,942	8,143
350	6,704	6,873	7,046	7,224	7,407	7,594	7,786	7,982	8,184
351	6,737	6,907	7,082	7,260	7,444	7,632	7,824	8,022	8,225
352	6,771	6,942	7,117	7,297	7,481	7,670	7,864	8,062	8,266
353	6,805	6,976	7,153	7,333	7,518	7,708	7,903	8,102	8,307
354	6,839	7,011	7,188	7,370	7,556	7,747	7,942	8,143	8,349
355	6,873	7,046	7,224	7,407	7,594	7,786	7,982	8,184	8,390
356	6,907	7,082	7,260	7,444	7,632	7,824	8,022	8,225	8,432
357	6,942	7,117	7,297	7,481	7,670	7,864	8,062	8,266	8,474
358	6,976	7,153	7,333	7,518	7,708	7,903	8,102	8,307	8,517
359	7,011	7,188	7,370	7,556	7,747	7,942	8,143	8,349	8,559
360	7,046	7,224	7,407	7,594	7,786	7,982	8,184	8,390	8,602
361	7,082	7,260	7,444	7,632	7,824	8,022	8,225	8,432	8,645
362	7,117	7,297	7,481	7,670	7,864	8,062	8,266	8,474	8,688
363	7,153	7,333	7,518	7,708	7,903	8,102	8,307	8,517	8,732

City of Rancho Cordova **EXHIBIT 'A'**
Salary Range Table
Monthly
0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
364	7,188	7,370	7,556	7,747	7,942	8,143	8,349	8,559	8,776
365	7,224	7,407	7,594	7,786	7,982	8,184	8,390	8,602	8,819
366	7,260	7,444	7,632	7,824	8,022	8,225	8,432	8,645	8,864
367	7,297	7,481	7,670	7,864	8,062	8,266	8,474	8,688	8,908
368	7,333	7,518	7,708	7,903	8,102	8,307	8,517	8,732	8,952
369	7,370	7,556	7,747	7,942	8,143	8,349	8,559	8,776	8,997
370	7,407	7,594	7,786	7,982	8,184	8,390	8,602	8,819	9,042
371	7,444	7,632	7,824	8,022	8,225	8,432	8,645	8,864	9,087
372	7,481	7,670	7,864	8,062	8,266	8,474	8,688	8,908	9,133
373	7,518	7,708	7,903	8,102	8,307	8,517	8,732	8,952	9,178
374	7,556	7,747	7,942	8,143	8,349	8,559	8,776	8,997	9,224
375	7,594	7,786	7,982	8,184	8,390	8,602	8,819	9,042	9,270
376	7,632	7,824	8,022	8,225	8,432	8,645	8,864	9,087	9,317
377	7,670	7,864	8,062	8,266	8,474	8,688	8,908	9,133	9,363
378	7,708	7,903	8,102	8,307	8,517	8,732	8,952	9,178	9,410
379	7,747	7,942	8,143	8,349	8,559	8,776	8,997	9,224	9,457
380	7,786	7,982	8,184	8,390	8,602	8,819	9,042	9,270	9,505
381	7,824	8,022	8,225	8,432	8,645	8,864	9,087	9,317	9,552
382	7,864	8,062	8,266	8,474	8,688	8,908	9,133	9,363	9,600
383	7,903	8,102	8,307	8,517	8,732	8,952	9,178	9,410	9,648
384	7,942	8,143	8,349	8,559	8,776	8,997	9,224	9,457	9,696
385	7,982	8,184	8,390	8,602	8,819	9,042	9,270	9,505	9,745
386	8,022	8,225	8,432	8,645	8,864	9,087	9,317	9,552	9,793
387	8,062	8,266	8,474	8,688	8,908	9,133	9,363	9,600	9,842
388	8,102	8,307	8,517	8,732	8,952	9,178	9,410	9,648	9,891
389	8,143	8,349	8,559	8,776	8,997	9,224	9,457	9,696	9,941
390	8,184	8,390	8,602	8,819	9,042	9,270	9,505	9,745	9,991
391	8,225	8,432	8,645	8,864	9,087	9,317	9,552	9,793	10,041
392	8,266	8,474	8,688	8,908	9,133	9,363	9,600	9,842	10,091
393	8,307	8,517	8,732	8,952	9,178	9,410	9,648	9,891	10,141
394	8,349	8,559	8,776	8,997	9,224	9,457	9,696	9,941	10,192
395	8,390	8,602	8,819	9,042	9,270	9,505	9,745	9,991	10,243
396	8,432	8,645	8,864	9,087	9,317	9,552	9,793	10,041	10,294
397	8,474	8,688	8,908	9,133	9,363	9,600	9,842	10,091	10,346
398	8,517	8,732	8,952	9,178	9,410	9,648	9,891	10,141	10,397
399	8,559	8,776	8,997	9,224	9,457	9,696	9,941	10,192	10,449
400	8,602	8,819	9,042	9,270	9,505	9,745	9,991	10,243	10,502
401	8,645	8,864	9,087	9,317	9,552	9,793	10,041	10,294	10,554
402	8,688	8,908	9,133	9,363	9,600	9,842	10,091	10,346	10,607
403	8,732	8,952	9,178	9,410	9,648	9,891	10,141	10,397	10,660
404	8,776	8,997	9,224	9,457	9,696	9,941	10,192	10,449	10,713
405	8,819	9,042	9,270	9,505	9,745	9,991	10,243	10,502	10,767
406	8,864	9,087	9,317	9,552	9,793	10,041	10,294	10,554	10,821
407	8,908	9,133	9,363	9,600	9,842	10,091	10,346	10,607	10,875
408	8,952	9,178	9,410	9,648	9,891	10,141	10,397	10,660	10,929
409	8,997	9,224	9,457	9,696	9,941	10,192	10,449	10,713	10,984
410	9,042	9,270	9,505	9,745	9,991	10,243	10,502	10,767	11,039
411	9,087	9,317	9,552	9,793	10,041	10,294	10,554	10,821	11,094
412	9,133	9,363	9,600	9,842	10,091	10,346	10,607	10,875	11,149
413	9,178	9,410	9,648	9,891	10,141	10,397	10,660	10,929	11,205
414	9,224	9,457	9,696	9,941	10,192	10,449	10,713	10,984	11,261
415	9,270	9,505	9,745	9,991	10,243	10,502	10,767	11,039	11,317

City of Rancho Cordova **EXHIBIT 'A'**

Salary Range Table

Monthly

0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
416	9,317	9,552	9,793	10,041	10,294	10,554	10,821	11,094	11,374
417	9,363	9,600	9,842	10,091	10,346	10,607	10,875	11,149	11,431
418	9,410	9,648	9,891	10,141	10,397	10,660	10,929	11,205	11,488
419	9,457	9,696	9,941	10,192	10,449	10,713	10,984	11,261	11,545
420	9,505	9,745	9,991	10,243	10,502	10,767	11,039	11,317	11,603
421	9,552	9,793	10,041	10,294	10,554	10,821	11,094	11,374	11,661
422	9,600	9,842	10,091	10,346	10,607	10,875	11,149	11,431	11,719
423	9,648	9,891	10,141	10,397	10,660	10,929	11,205	11,488	11,778
424	9,696	9,941	10,192	10,449	10,713	10,984	11,261	11,545	11,837
425	9,745	9,991	10,243	10,502	10,767	11,039	11,317	11,603	11,896
426	9,793	10,041	10,294	10,554	10,821	11,094	11,374	11,661	11,956
427	9,842	10,091	10,346	10,607	10,875	11,149	11,431	11,719	12,015
428	9,891	10,141	10,397	10,660	10,929	11,205	11,488	11,778	12,075
429	9,941	10,192	10,449	10,713	10,984	11,261	11,545	11,837	12,136
430	9,991	10,243	10,502	10,767	11,039	11,317	11,603	11,896	12,196
431	10,041	10,294	10,554	10,821	11,094	11,374	11,661	11,956	12,257
432	10,091	10,346	10,607	10,875	11,149	11,431	11,719	12,015	12,319
433	10,141	10,397	10,660	10,929	11,205	11,488	11,778	12,075	12,380
434	10,192	10,449	10,713	10,984	11,261	11,545	11,837	12,136	12,442
435	10,243	10,502	10,767	11,039	11,317	11,603	11,896	12,196	12,504
436	10,294	10,554	10,821	11,094	11,374	11,661	11,956	12,257	12,567
437	10,346	10,607	10,875	11,149	11,431	11,719	12,015	12,319	12,630
438	10,397	10,660	10,929	11,205	11,488	11,778	12,075	12,380	12,693
439	10,449	10,713	10,984	11,261	11,545	11,837	12,136	12,442	12,756
440	10,502	10,767	11,039	11,317	11,603	11,896	12,196	12,504	12,820
441	10,554	10,821	11,094	11,374	11,661	11,956	12,257	12,567	12,884
442	10,607	10,875	11,149	11,431	11,719	12,015	12,319	12,630	12,949
443	10,660	10,929	11,205	11,488	11,778	12,075	12,380	12,693	13,013
444	10,713	10,984	11,261	11,545	11,837	12,136	12,442	12,756	13,079
445	10,767	11,039	11,317	11,603	11,896	12,196	12,504	12,820	13,144
446	10,821	11,094	11,374	11,661	11,956	12,257	12,567	12,884	13,210
447	10,875	11,149	11,431	11,719	12,015	12,319	12,630	12,949	13,276
448	10,929	11,205	11,488	11,778	12,075	12,380	12,693	13,013	13,342
449	10,984	11,261	11,545	11,837	12,136	12,442	12,756	13,079	13,409
450	11,039	11,317	11,603	11,896	12,196	12,504	12,820	13,144	13,476
451	11,094	11,374	11,661	11,956	12,257	12,567	12,884	13,210	13,543
452	11,149	11,431	11,719	12,015	12,319	12,630	12,949	13,276	13,611
453	11,205	11,488	11,778	12,075	12,380	12,693	13,013	13,342	13,679
454	11,261	11,545	11,837	12,136	12,442	12,756	13,079	13,409	13,747
455	11,317	11,603	11,896	12,196	12,504	12,820	13,144	13,476	13,816
456	11,374	11,661	11,956	12,257	12,567	12,884	13,210	13,543	13,885
457	11,431	11,719	12,015	12,319	12,630	12,949	13,276	13,611	13,955
458	11,488	11,778	12,075	12,380	12,693	13,013	13,342	13,679	14,024
459	11,545	11,837	12,136	12,442	12,756	13,079	13,409	13,747	14,095
460	11,603	11,896	12,196	12,504	12,820	13,144	13,476	13,816	14,165
461	11,661	11,956	12,257	12,567	12,884	13,210	13,543	13,885	14,236
462	11,719	12,015	12,319	12,630	12,949	13,276	13,611	13,955	14,307
463	11,778	12,075	12,380	12,693	13,013	13,342	13,679	14,024	14,379
464	11,837	12,136	12,442	12,756	13,079	13,409	13,747	14,095	14,450
465	11,896	12,196	12,504	12,820	13,144	13,476	13,816	14,165	14,523
466	11,956	12,257	12,567	12,884	13,210	13,543	13,885	14,236	14,595
467	12,015	12,319	12,630	12,949	13,276	13,611	13,955	14,307	14,668

City of Rancho Cordova
Salary Range Table
Monthly
Approved by the City Manager: April 20, 2004

EXHIBIT 'A'

0.5%

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
468	12,075	12,380	12,693	13,013	13,342	13,679	14,024	14,379	14,742
469	12,136	12,442	12,756	13,079	13,409	13,747	14,095	14,450	14,815
470	12,196	12,504	12,820	13,144	13,476	13,816	14,165	14,523	14,889
471	12,257	12,567	12,884	13,210	13,543	13,885	14,236	14,595	14,964
472	12,319	12,630	12,949	13,276	13,611	13,955	14,307	14,668	15,039
473	12,380	12,693	13,013	13,342	13,679	14,024	14,379	14,742	15,114
474	12,442	12,756	13,079	13,409	13,747	14,095	14,450	14,815	15,189
475	12,504	12,820	13,144	13,476	13,816	14,165	14,523	14,889	15,265
476	12,567	12,884	13,210	13,543	13,885	14,236	14,595	14,964	15,342
477	12,630	12,949	13,276	13,611	13,955	14,307	14,668	15,039	15,418
478	12,693	13,013	13,342	13,679	14,024	14,379	14,742	15,114	15,496
479	12,756	13,079	13,409	13,747	14,095	14,450	14,815	15,189	15,573
480	12,820	13,144	13,476	13,816	14,165	14,523	14,889	15,265	15,651
481	12,884	13,210	13,543	13,885	14,236	14,595	14,964	15,342	15,729
482	12,949	13,276	13,611	13,955	14,307	14,668	15,039	15,418	15,808
483	13,013	13,342	13,679	14,024	14,379	14,742	15,114	15,496	15,887
484	13,079	13,409	13,747	14,095	14,450	14,815	15,189	15,573	15,966
485	13,144	13,476	13,816	14,165	14,523	14,889	15,265	15,651	16,046
486	13,210	13,543	13,885	14,236	14,595	14,964	15,342	15,729	16,126
487	13,276	13,611	13,955	14,307	14,668	15,039	15,418	15,808	16,207
488	13,342	13,679	14,024	14,379	14,742	15,114	15,496	15,887	16,288
489	13,409	13,747	14,095	14,450	14,815	15,189	15,573	15,966	16,369
490	13,476	13,816	14,165	14,523	14,889	15,265	15,651	16,046	16,451
491	13,543	13,885	14,236	14,595	14,964	15,342	15,729	16,126	16,533
492	13,611	13,955	14,307	14,668	15,039	15,418	15,808	16,207	16,616
493	13,679	14,024	14,379	14,742	15,114	15,496	15,887	16,288	16,699
494	13,747	14,095	14,450	14,815	15,189	15,573	15,966	16,369	16,783
495	13,816	14,165	14,523	14,889	15,265	15,651	16,046	16,451	16,867
496	13,885	14,236	14,595	14,964	15,342	15,729	16,126	16,533	16,951
497	13,955	14,307	14,668	15,039	15,418	15,808	16,207	16,616	17,036
498	14,024	14,379	14,742	15,114	15,496	15,887	16,288	16,699	17,121
499	14,095	14,450	14,815	15,189	15,573	15,966	16,369	16,783	17,207
500	14,165	14,523	14,889	15,265	15,651	16,046	16,451	16,867	17,293
501	14,236	14,595	14,964	15,342	15,729	16,126	16,533	16,951	17,379
502	14,307	14,668	15,039	15,418	15,808	16,207	16,616	17,036	17,466
503	14,379	14,742	15,114	15,496	15,887	16,288	16,699	17,121	17,553
504	14,450	14,815	15,189	15,573	15,966	16,369	16,783	17,207	17,641
505	14,523	14,889	15,265	15,651	16,046	16,451	16,867	17,293	17,729
506	14,595	14,964	15,342	15,729	16,126	16,533	16,951	17,379	17,818
507	14,668	15,039	15,418	15,808	16,207	16,616	17,036	17,466	17,907
508	14,742	15,114	15,496	15,887	16,288	16,699	17,121	17,553	17,996
509	14,815	15,189	15,573	15,966	16,369	16,783	17,207	17,641	18,086
510	14,889	15,265	15,651	16,046	16,451	16,867	17,293	17,729	18,177
511	14,964	15,342	15,729	16,126	16,533	16,951	17,379	17,818	18,268
512	15,039	15,418	15,808	16,207	16,616	17,036	17,466	17,907	18,359
513	15,114	15,496	15,887	16,288	16,699	17,121	17,553	17,996	18,451
514	15,189	15,573	15,966	16,369	16,783	17,207	17,641	18,086	18,543
515	15,265	15,651	16,046	16,451	16,867	17,293	17,729	18,177	18,636
516	15,342	15,729	16,126	16,533	16,951	17,379	17,818	18,268	18,729
517	15,418	15,808	16,207	16,616	17,036	17,466	17,907	18,359	18,823
518	15,496	15,887	16,288	16,699	17,121	17,553	17,996	18,451	18,917
519	15,573	15,966	16,369	16,783	17,207	17,641	18,086	18,543	19,011

City of Rancho Cordova EXHIBIT 'A'

Salary Range Table

Monthly

0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
520	15,651	16,046	16,451	16,867	17,293	17,729	18,177	18,636	19,106
521	15,729	16,126	16,533	16,951	17,379	17,818	18,268	18,729	19,202
522	15,808	16,207	16,616	17,036	17,466	17,907	18,359	18,823	19,298
523	15,887	16,288	16,699	17,121	17,553	17,996	18,451	18,917	19,395
524	15,966	16,369	16,783	17,207	17,641	18,086	18,543	19,011	19,491
525	16,046	16,451	16,867	17,293	17,729	18,177	18,636	19,106	19,589
526	16,126	16,533	16,951	17,379	17,818	18,268	18,729	19,202	19,687
527	16,207	16,616	17,036	17,466	17,907	18,359	18,823	19,298	19,785
528	16,288	16,699	17,121	17,553	17,996	18,451	18,917	19,395	19,884
529	16,369	16,783	17,207	17,641	18,086	18,543	19,011	19,491	19,984
530	16,451	16,867	17,293	17,729	18,177	18,636	19,106	19,589	20,084
531	16,533	16,951	17,379	17,818	18,268	18,729	19,202	19,687	20,184
532	16,616	17,036	17,466	17,907	18,359	18,823	19,298	19,785	20,285
533	16,699	17,121	17,553	17,996	18,451	18,917	19,395	19,884	20,386
534	16,783	17,207	17,641	18,086	18,543	19,011	19,491	19,984	20,488
535	16,867	17,293	17,729	18,177	18,636	19,106	19,589	20,084	20,591
536	16,951	17,379	17,818	18,268	18,729	19,202	19,687	20,184	20,694
537	17,036	17,466	17,907	18,359	18,823	19,298	19,785	20,285	20,797
538	17,121	17,553	17,996	18,451	18,917	19,395	19,884	20,386	20,901
539	17,207	17,641	18,086	18,543	19,011	19,491	19,984	20,488	21,006
540	17,293	17,729	18,177	18,636	19,106	19,589	20,084	20,591	21,111
541	17,379	17,818	18,268	18,729	19,202	19,687	20,184	20,694	21,216
542	17,466	17,907	18,359	18,823	19,298	19,785	20,285	20,797	21,322
543	17,553	17,996	18,451	18,917	19,395	19,884	20,386	20,901	21,429
544	17,641	18,086	18,543	19,011	19,491	19,984	20,488	21,006	21,536
545	17,729	18,177	18,636	19,106	19,589	20,084	20,591	21,111	21,644
546	17,818	18,268	18,729	19,202	19,687	20,184	20,694	21,216	21,752
547	17,907	18,359	18,823	19,298	19,785	20,285	20,797	21,322	21,861
548	17,996	18,451	18,917	19,395	19,884	20,386	20,901	21,429	21,970
549	18,086	18,543	19,011	19,491	19,984	20,488	21,006	21,536	22,080
550	18,177	18,636	19,106	19,589	20,084	20,591	21,111	21,644	22,190
551	18,268	18,729	19,202	19,687	20,184	20,694	21,216	21,752	22,301
552	18,359	18,823	19,298	19,785	20,285	20,797	21,322	21,861	22,413
553	18,451	18,917	19,395	19,884	20,386	20,901	21,429	21,970	22,525
554	18,543	19,011	19,491	19,984	20,488	21,006	21,536	22,080	22,637
555	18,636	19,106	19,589	20,084	20,591	21,111	21,644	22,190	22,751
556	18,729	19,202	19,687	20,184	20,694	21,216	21,752	22,301	22,864
557	18,823	19,298	19,785	20,285	20,797	21,322	21,861	22,413	22,979
558	18,917	19,395	19,884	20,386	20,901	21,429	21,970	22,525	23,094
559	19,011	19,491	19,984	20,488	21,006	21,536	22,080	22,637	23,209
560	19,106	19,589	20,084	20,591	21,111	21,644	22,190	22,751	23,325
561	19,202	19,687	20,184	20,694	21,216	21,752	22,301	22,864	23,442
562	19,298	19,785	20,285	20,797	21,322	21,861	22,413	22,979	23,559
563	19,395	19,884	20,386	20,901	21,429	21,970	22,525	23,094	23,677
564	19,491	19,984	20,488	21,006	21,536	22,080	22,637	23,209	23,795
565	19,589	20,084	20,591	21,111	21,644	22,190	22,751	23,325	23,914
566	19,687	20,184	20,694	21,216	21,752	22,301	22,864	23,442	24,034
567	19,785	20,285	20,797	21,322	21,861	22,413	22,979	23,559	24,154
568	19,884	20,386	20,901	21,429	21,970	22,525	23,094	23,677	24,275
569	19,984	20,488	21,006	21,536	22,080	22,637	23,209	23,795	24,396
570	20,084	20,591	21,111	21,644	22,190	22,751	23,325	23,914	24,518
571	20,184	20,694	21,216	21,752	22,301	22,864	23,442	24,034	24,641

City of Rancho Cordova **EXHIBIT 'A'**

Salary Range Table

Monthly

0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
572	20,285	20,797	21,322	21,861	22,413	22,979	23,559	24,154	24,764
573	20,386	20,901	21,429	21,970	22,525	23,094	23,677	24,275	24,888
574	20,488	21,006	21,536	22,080	22,637	23,209	23,795	24,396	25,012
575	20,591	21,111	21,644	22,190	22,751	23,325	23,914	24,518	25,137
576	20,694	21,216	21,752	22,301	22,864	23,442	24,034	24,641	25,263
577	20,797	21,322	21,861	22,413	22,979	23,559	24,154	24,764	25,389
578	20,901	21,429	21,970	22,525	23,094	23,677	24,275	24,888	25,516
579	21,006	21,536	22,080	22,637	23,209	23,795	24,396	25,012	25,644
580	21,111	21,644	22,190	22,751	23,325	23,914	24,518	25,137	25,772
581	21,216	21,752	22,301	22,864	23,442	24,034	24,641	25,263	25,901
582	21,322	21,861	22,413	22,979	23,559	24,154	24,764	25,389	26,030
583	21,429	21,970	22,525	23,094	23,677	24,275	24,888	25,516	26,160
584	21,536	22,080	22,637	23,209	23,795	24,396	25,012	25,644	26,291
585	21,644	22,190	22,751	23,325	23,914	24,518	25,137	25,772	26,423
586	21,752	22,301	22,864	23,442	24,034	24,641	25,263	25,901	26,555
587	21,861	22,413	22,979	23,559	24,154	24,764	25,389	26,030	26,687
588	21,970	22,525	23,094	23,677	24,275	24,888	25,516	26,160	26,821
589	22,080	22,637	23,209	23,795	24,396	25,012	25,644	26,291	26,955
590	22,190	22,751	23,325	23,914	24,518	25,137	25,772	26,423	27,090
591	22,301	22,864	23,442	24,034	24,641	25,263	25,901	26,555	27,225
592	22,413	22,979	23,559	24,154	24,764	25,389	26,030	26,687	27,361
593	22,525	23,094	23,677	24,275	24,888	25,516	26,160	26,821	27,498
594	22,637	23,209	23,795	24,396	25,012	25,644	26,291	26,955	27,636
595	22,751	23,325	23,914	24,518	25,137	25,772	26,423	27,090	27,774
596	22,864	23,442	24,034	24,641	25,263	25,901	26,555	27,225	27,913
597	22,979	23,559	24,154	24,764	25,389	26,030	26,687	27,361	28,052
598	23,094	23,677	24,275	24,888	25,516	26,160	26,821	27,498	28,192
599	23,209	23,795	24,396	25,012	25,644	26,291	26,955	27,636	28,333
600	23,325	23,914	24,518	25,137	25,772	26,423	27,090	27,774	28,475
601	23,442	24,034	24,641	25,263	25,901	26,555	27,225	27,913	28,617
602	23,559	24,154	24,764	25,389	26,030	26,687	27,361	28,052	28,761
603	23,677	24,275	24,888	25,516	26,160	26,821	27,498	28,192	28,904
604	23,795	24,396	25,012	25,644	26,291	26,955	27,636	28,333	29,049
605	23,914	24,518	25,137	25,772	26,423	27,090	27,774	28,475	29,194
606	24,034	24,641	25,263	25,901	26,555	27,225	27,913	28,617	29,340
607	24,154	24,764	25,389	26,030	26,687	27,361	28,052	28,761	29,487
608	24,275	24,888	25,516	26,160	26,821	27,498	28,192	28,904	-
609	24,396	25,012	25,644	26,291	26,955	27,636	28,333	29,049	-
610	24,518	25,137	25,772	26,423	27,090	27,774	28,475	29,194	-
611	24,641	25,263	25,901	26,555	27,225	27,913	28,617	29,340	-
612	24,764	25,389	26,030	26,687	27,361	28,052	28,761	29,487	-
613	24,888	25,516	26,160	26,821	27,498	28,192	28,904	-	-
614	25,012	25,644	26,291	26,955	27,636	28,333	29,049	-	-
615	25,137	25,772	26,423	27,090	27,774	28,475	29,194	-	-
616	25,263	25,901	26,555	27,225	27,913	28,617	29,340	-	-
617	25,389	26,030	26,687	27,361	28,052	28,761	29,487	-	-
618	25,516	26,160	26,821	27,498	28,192	28,904	-	-	-
619	25,644	26,291	26,955	27,636	28,333	29,049	-	-	-
620	25,772	26,423	27,090	27,774	28,475	29,194	-	-	-
621	25,901	26,555	27,225	27,913	28,617	29,340	-	-	-
622	26,030	26,687	27,361	28,052	28,761	29,487	-	-	-
623	26,160	26,821	27,498	28,192	28,904	-	-	-	-

City of Rancho Cordova **EXHIBIT 'A'**
Salary Range Table
Monthly
0.5% **Approved by the City Manager: April 20, 2004**

Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E
624	26,291	26,955	27,636	28,333	29,049	-	-	-	-
625	26,423	27,090	27,774	28,475	29,194	-	-	-	-
626	26,555	27,225	27,913	28,617	29,340	-	-	-	-
627	26,687	27,361	28,052	28,761	29,487	-	-	-	-
628	26,821	27,498	28,192	28,904	-	-	-	-	-
629	26,955	27,636	28,333	29,049	-	-	-	-	-
630	27,090	27,774	28,475	29,194	-	-	-	-	-
631	27,225	27,913	28,617	29,340	-	-	-	-	-
632	27,361	28,052	28,761	29,487	-	-	-	-	-
633	27,498	28,192	28,904	-	-	-	-	-	-
634	27,636	28,333	29,049	-	-	-	-	-	-
635	27,774	28,475	29,194	-	-	-	-	-	-
636	27,913	28,617	29,340	-	-	-	-	-	-
637	28,052	28,761	29,487	-	-	-	-	-	-
638	28,192	28,904	-	-	-	-	-	-	-
639	28,333	29,049	-	-	-	-	-	-	-
640	28,475	29,194	-	-	-	-	-	-	-
641	28,617	29,340	-	-	-	-	-	-	-
642	28,761	29,487	-	-	-	-	-	-	-
643	28,904	-	-	-	-	-	-	-	-
644	29,049	-	-	-	-	-	-	-	-
645	29,194	-	-	-	-	-	-	-	-
646	29,340	-	-	-	-	-	-	-	-
647	29,487	-	-	-	-	-	-	-	-

Memorandum

Date: December 20, 2004

To: Mayor and City Council

From: Paul Junker, Planning Director

Subject: Authorization to secure Design Services

RECOMMENDATION:

Authorize the City Manager to enter into contracts and to make payments of up to a total cumulative of $270,000 for services related to the processing of development applications.

BACKGROUND:

Beginning in late spring of 2004, Planning staff proposed and initiated focused project design sessions, referred to as design charrettes, that have considered options to development proposals under consideration within the City of Rancho Cordova.

To date, two design charrettes have been held, the first for the Beazer Homes Capital Village project and the second for the project now referred to as The Preserve at Sunridge (the 530 acre property at the center of the Sunrise Douglas Community Plan area). The results of both of these efforts have been encouraging and additional charrettes may be held for other pending projects.

The cost for each charrette has been approximately $60,000, and thus each has been close to or greater than the City Manager's current spending authorization. Therefore, staff is seeking the Council's authorization for these projects and for future design work as necessary. Because these costs are related to the processing of development applications, the activities are funded through developer application fees and have no direct impact on the City's finances.

While the cost of the charrettes is significant, it is worth considering the magnitude of both developer investment and possible return on investment for these large projects. With approximately 850 homes, the Capital Village project will generate homes sales likely in excess of $200,000,000, and The Preserve's approximate 2,500 home sales will likely exceed $750,000,000. Given the magnitude of investment associated with land acquisition, planning, permitting and construction of these projects, the investment in the charrette process and the benefits that the community receives through enhanced design appear well justified to City staff.

AGENDA ITEM # 11

RECOMMENDATION MOTION:

"I move that the City Council authorize the City Manager to approve contracts and associated payments of up to $270,000, cumulative, to secure consultant design services for design charrettes for proposed development applications."

Attachment: Resolution No. 188-2004

Attachment 1

RESOLUTION NO. 188-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACTS FOR DESIGN CHARRETTE SERVICES

WHEREAS, the City is currently processing substantial development applications that will have significant impacts upon the community; and

WHEREAS, City staff has proposed and successfully utilized the services of independent design firms to assist with the development of alternative project designs; and

WHEREAS, the costs associated with such services may individually, and will cumulatively, exceed the City Manager's current authorized spending limit; and

WHEREAS, such costs of services are fully recovered from the associated developer through application processing fees.

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

The City Manager is authorized to execute contracts and to authorize payments of up to a cumulative amount of $270,000 for services provided by independent design firms in support of the processing of applications for proposed development within the City of Rancho Cordova.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Ken Cooley, Mayor

ATTEST:

_____

Lillian E. Hare, City Clerk

Memorandum

Date: December 20, 2004

To: Honorable City Council

From: Cyrus Abhar, Public Works Director CA

SUBJECT: Execution of Agreement for Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova

Recommendation

Staff recommends that the Council adopt the attached resolution, which approves the execution of the Agreement for the Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova.

Summary and Background

The County of Sacramento operates a Permanent Household Hazardous Waste Collection Facility ("PHHWCF") at the County's North Area Recovery Station ("NARS") located at 4450 Roseville Road. The drop-off facility accepts a variety of hazardous materials that are either disposed or recycled in accordance with Federal, State and local laws and regulations. According to County staff, the facility is funded through residential solid waste fees, and County residents may self-haul HHW materials to the facility at no-charge.

On July 19, 2004, the City Council approved the selection of BFI Waste Systems of North America, Inc. to provide residential solid waste collection and recycling services to Rancho Cordova residents. BFI will begin providing solid waste collection and recycling services in Rancho Cordova on February 1, 2005.

County staff indicated that Rancho Cordova residents will no longer be allowed to use the PHHWCF at no-charge when BFI begins providing residential solid waste collection and recycling services. Accordingly, City and County staff have developed the attached Agreement to allow Rancho Cordova residents to continue to use the PHHWCF.

The City of Rancho Cordova has executed a similar Agreement with the City of Sacramento that allows residents to use the HHW facility at the City's BLT Transfer Station, and the County has similar Agreements with the Cities of Folsom and Sacramento that allow those residents to use the PHHWCF.

AGENDA ITEM # 12

Fiscal Impact

According to current estimates, the HHW Agreement will require funding in the estimated range of $30,000 to $50,000 per year. The proposed funding mechanism is discussed below.

Agreement Summary

Cost for Residential Generators: The County has proposed to charge the City in the amount of $70 per residential generator (vehicle) from Rancho Cordova that uses the PHHWCF. The County has similar Agreements with the Cities of Folsom and Sacramento, and the cost is identical in those Agreements. In addition, the City has a similar HHW Agreement with the City of Sacramento, which also includes the charge of $70 per residential generator.

Conditionally Exempt Small Quantity Generators "CESQG": A CESQG is defined as a business that produces less than 220 pounds (approximately 27 gallons) of hazardous waste, or 2.2 pounds of extremely hazardous waste, per month.

The PHHWCF currently requires all CESQ generators from the County Service Area to schedule an appointment to use the facility, and the customers must pay a fee prior to entering the facility. This system will remain unchanged for CESQ generators from Rancho Cordova upon execution of the Agreement.

Term: The term of the Agreement is from February 1, 2005 through January 31, 2006. The City and the County will renew the Agreement annually.

PHHWCF Facility Summary

Location: The HHW facility is located at the County's North Area Recovery Station at 4450 Roseville Road.

Schedule for Residential Generators: The facility is open to residential generators from 8:30 a.m. to 4:00 p.m. on Tuesdays, Thursdays, Saturdays and Sundays.

Schedule for CESQ Generators: The facility is open to CESQ generators on the last Friday of every month from 8:30 a.m. to 12:30 p.m. (by appointment only).

Acceptable Materials: Acids, brake/transmission fluid, antifreeze, household cleaners, pool chemicals, poisons, gasoline, pesticides and herbicides, paint (oil or latex), paint thinners, solvents, household and car batteries, small aerosol cans, needles and syringes (in sealed hard plastic or metal containers), mercury thermometer and switches, used motor oil and filters, fluorescent tubes, propane tanks, cooking oil, and other types of hhw. Please note that HHW means any hazardous waste generated incidental to owning or maintaining a place of residence, but does not include any waste generated in the course of operation of a business concern at a residence.

Unacceptable Materials: Radioactive materials, railroad ties and treated wood, explosives, medical waste, asbestos, ammunition, compressed industrial gas, PCB's, etc.

Invoicing System

City and County staff worked together to develop the following proposed system to determine the level of compensation due to the County from the City for use of the PHHWCF:

The City of Rancho Cordova currently contains five zip-codes, including 95670, 95827, 95741, 95742 and 95743. However, according to information received from the U.S. Postal Service, two of these zip codes (95741 and 95743) either contain only P.O. boxes or have a company/military designation, and therefore have no residential population. The three remaining zip-codes (95670, 95827 and 95742) contain both City and County service areas.

City and County staff compared the population of the City of Rancho Cordova with the population of each of these three zip-codes. According to the City's website, the US Census reported a year 2000 population of 53,718, and according to the U.S. Postal Service, the combined population of the 95670 and 95742 zip-codes is 50,007.

The recommended invoicing system requires the County to record the zip-code of origin for each residential vehicle entering the PHHWCF, and invoice the City on a monthly basis for all vehicles from the 95670 and 95742 zip-codes. Staff believes this represents a good deal to the City because the combined population of the two zip-codes is less than the year 2000 population of the City of Rancho Cordova. In addition, because zip-code boundaries are not consistent with City boundaries, this system provides a simple, reasonable and equitable solution for both parties.

Funding Mechanism

The City of Rancho Cordova recently executed a similar HHW Agreement with the City of Sacramento. According to current projections, the combined annual cost to the City for these two HHW Agreements will likely be in the range of $50,000. Staff proposes to fund the cost of the HHW Agreement with residential and commercial franchise fees. Based upon current estimates, Staff expects to receive approximately $500,000 per year in combined residential (BFI) and commercial franchise fees.

In the future, the City may evaluate the option to implement a surcharge on the residential solid waste bill to fund the HHW Agreements. A monthly surcharge of $.90 will be included on the residential solid waste bill to fund street sweeping services.

ATTACHMENTS:

1) Agreement for Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova

2) A Resolution of the City of Rancho Cordova Approving the Execution of the Agreement for the Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova

3) Informational Materials Regarding the HHW Facility

4) Map: Sacramento ZIP Codes and Cities

Attachment 1

Agreement for Household Hazardous Waste Collection Program
Between the County of Sacramento and the City of Rancho Cordova

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
BETWEEN THE COUNTY OF SACRAMENTO
AND THE CITY OF RANCHO CORDOVA

THIS AGREEMENT is made and entered into as of this 1st day of February, 2005, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the CITY OF RANCHO CORDOVA, a municipal corporation, (hereinafter referred to as "CITY").

RECITALS

WHEREAS, COUNTY owns and operates a permitted permanent household hazardous waste collection facility (hereinafter referred to as "PHHWCF"), capable of providing convenient access to CITY residents, located at the COUNTY'S North Area Transfer Station, 4450 Roseville Road, Sacramento County pursuant to California Health and Safety Code Division 20, Chapter 6.5, §25218 and California Code of Regulations, Title 22, Division 4.5, Chapter 20, §66270.60(d)(6); and

WHEREAS, COUNTY and CITY desire to cooperate in using a regional household hazardous waste collection facility and share certain costs in connection therewith; and

WHEREAS, CITY does not operate a permanent household hazardous waste collection facility for the proper disposal, recycling and exchange of household hazardous waste; and

WHEREAS, it is more cost effective for CITY to pay its share of costs incurred at the COUNTY'S facility in contrast to developing its own permanent facility.

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

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

I. DEFINITIONS

A. "Conditionally Exempt Small Quantity Generator" (hereinafter referred to as "CESQ generator") means a business concern which meets the criteria specified in Section 261.5 of Title 40 of the Code of Federal Regulations.

B. "Director" shall mean the Director of the Department of Waste Management and Recycling for COUNTY and the Director of the Department of Public Works for CITY, or his/her designee for either party.

C. "Hazardous Waste" means a waste, or combination of wastes, which because of its quantity, concentration, physical, chemical, or infectious characteristics may either: (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed; or (3) exhibits one or more of the following characteristics: ignitable, corrosive, reactive, toxic, acutely hazardous, or infectious. (California Health and Safety Code, Division 20, Chapter 6.5 and California Code of Regulations, Title 22, Division 4.5, Chapter 11).

D. "Household Hazardous Waste" (hereinafter referred to as "HHW") means any hazardous waste generated incidental to owning or maintaining a place of residence, but does not include any waste generated in the course of operating a business concern at a residence. (California Health and Safety Code Division 20, Chapter 6.5, §25218(1)(e)).

II. SCOPE OF SERVICES AND COMPENSATION

A. COUNTY shall provide services in the amount, type and manner, and for the compensation described in Exhibit A - Scope of Services and Compensation -, which is attached hereto and incorporated herein.

B. The Director of the Department of Waste Management and Recycling shall have the authority to make changes in the scope of services, and compensation therefor, within the general scope of this Agreement.

III. TERM

A. This Agreement shall be in effect and commence as of the date first written above and shall end on January 31, 2006.

B. The Director of the Department of Waste Management and Recycling shall have the authority to extend the term of this Agreement on a year-to-year basis with the mutual written consent of CITY.

IV. NOTICE

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

TO COUNTY

County of Sacramento
Department of Waste Management
and Recycling
Attn: David Pelser, Director
9850 Goethe Road
Sacramento, CA 95827-3561

TO CITY

City of Rancho Cordova
Attn: Ted Gaebler, City Manager
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

V. COMPLIANCE WITH LAWS

COUNTY and CITY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

VI. GOVERNING LAWS AND JURISDICTION

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

VII. STATUS OF PARTIES

There is no agency relationship between the parties. Notwithstanding anything contained herein, the employees of each party will continue to be entirely and exclusively under the direction, supervision and control of the employing party.

VIII. INDEMNIFICATION

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and subcontractors of CITY from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, Rancho Cordova City Council, and CITY'S subcontractors. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, Rancho Cordova City Council, and CITY'S subcontractors.

IX. INSURANCE

Each party, at its sole cost and expense, shall carry insurance-or self-insure-- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

X. ASSIGNMENT

This Agreement is not assignable by CITY or COUNTY in whole or in part.

XI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon CITY or COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY and DIRECTOR and attorney for CITY.

XII. SUCCESSORS

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

XIII. TIME

Time is of the essence of this Agreement.

XIV. INTERPRETATION

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

XV. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XVI. TERMINATION

A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CITY and it is later determined that CITY was not in default or the

default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. CITY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by CITY to COUNTY and it is later determined that COUNTY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (B).

C. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CITY should CITY materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified.

D. CITY may terminate this Agreement for cause immediately upon giving written notice to COUNTY should COUNTY materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified.

E. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CITY, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in COUNTY'S yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

F. CITY may terminate or amend this Agreement immediately upon giving written notice to COUNTY, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in CITY'S yearly proposed and final budget are not appropriated by CITY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by CITY as a result of mid-year budget reductions.

G. If this Agreement is terminated under paragraph A, B, E or F above, COUNTY shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A, B, E or F above, COUNTY shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of COUNTY covered by this Agreement, less payments of compensation previously made.

XVII. PRIOR AGREEMENTS

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

XVIII. DUPLICATE COUNTERPARTS

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

(SIGNATURE PAGE FOLLOWS)

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

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

By _____
David A. Pelser, Director
Department of Waste Management and Recycling

"COUNTY"

Date: _____

Agreement approved by the Board of Supervisors and signed by the Director under the authority delegated by Resolution No. 99-0327.

Agenda Date: _____

Item Number: _____

REVIEWED AND APPROVED BY COUNTY COUNSEL:

By: _____

Date: _____

Prepared by:

_____
Gary S. Summers
Contract Services Section

CITY OF RANCHO CORDOVA, a municipal corporation

By _____
Ted Gaebler, City Manager
City of Rancho Cordova

"CITY"

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A to Agreement between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY," and the CITY OF RANCHO CORDOVA, hereinafter referred to as "CITY."

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

A. CITY may direct residential and CESQ generators in the CITY to self-haul HHW to COUNTY'S PHHWCF, located at COUNTY'S North Area Recovery Station (4450 Roseville Road, Sacramento, CA 95842). Any public education or promotional efforts developed by CITY shall indicate the specific days and hours of operation of the PHHWCF.

B. CITY acknowledges that the PHHWCF does not accept all types and quantities of HHW from residential and CESQ generators. Prohibited materials include, but are not limited to: radioactive materials, railroad ties or treated wood, explosives (flares are acceptable), and medical waste (home generated needles or syringes are acceptable). Ammunition will only be accepted on a case-by-case basis with prior notification. Quantity limits (actual liquid amount) per trip are currently as follows but are subject to change at the will of COUNTY: 10 gallons for latex paint, 20 gallons for used oil, 5 gallons or 50 pounds for all other materials. No containers larger than 5 gallons are accepted.

C. COUNTY shall accept self-hauled HHW from residential (at no charge to the resident) and CESQ generators from the CITY at COUNTY'S PHHWCF, located at COUNTY'S North Area Transfer Station (4450 Roseville Road, Sacramento, CA 95842), during the hours of operation of the PHHWCF. The initial days and hours of operation of the PHHWCF are as follows, but are subject to change at the will of COUNTY:

1. HHW accepted from residential generators: Tuesday, Thursday, Saturday, and Sunday, from 8:30 AM to 4:00 PM (no appointment necessary).

2. Hazardous waste accepted from CESQ generators: CESQ waste will be accepted on the last Friday of each month from 8:30 a.m. to 12:30 p.m. CESQ generators must call (916) 481-4316 to receive an appointment to self-haul material at the PHHWCF. No material will be accepted from a CESQ generator who (1) does not have an appointment or (2) self-hauls wastes to the PHHWCF during the hours of acceptance of HHW from residential generators.

D. COUNTY shall charge any CESQ generator in the CITY who self-hauls hazardous wastes to the PHHWCF, by appointment, the same amount for the same materials and quantities as COUNTY charges CESQ generator in the County.

E.

II. COMPENSATION

A. Residential Generators: CITY shall compensate COUNTY for the participation of residential generators of HHW from CITY at COUNTY'S PHHWCF.

1. The level of compensation shall be $70.00 per vehicle for the initial contract term, beginning February 1, 2005 and ending January 31, 2006.

2. The COUNTY shall maintain a record of the zip code of each vehicle relative to the jurisdiction of waste origin. For the purpose of tracking the number of vehicles using the PHHWF in order to calculate the level of compensation due to COUNTY, CITY zip codes are defined as follows:

95670 95742

3. COUNTY shall propose to CITY a per-vehicle price for each succeeding year no later than two months prior to the Agreement term date.

4. Invoices shall be submitted to CITY no later than the fifteenth (15th) day of the month following the monthly invoice period, and CITY shall pay COUNTY within thirty (30) days after receipt of invoice.

5. The Director of the Department of Waste Management and Recycling shall have the authority to modify the terms of compensation in the Agreement on behalf of COUNTY'S Board of Supervisors.

B. CESQ Generators: COUNTY shall charge individual CESQ generator customers delivering hazardous waste to the COUNTY'S PHHWCF, by appointment, based upon the specific material types and quantities received by COUNTY. COUNTY shall charge CESQ generators from the CITY the same amount for the same materials and quantities as COUNTY charges CESQ generators in the County. CITY CESQ customers shall pay COUNTY before gaining access to the COUNTY'S PHHWCF.

Attachment 2

A Resolution of the City of Rancho Cordova Approving the Execution of the Agreement for the Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova

Attachment 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 187-2004

A RESOLUTION OF THE CITY OF RANCHO CORDOVA APPROVING THE EXECUTION OF AN AGREEMENT FOR A HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA

WHEREAS, the City of Rancho Cordova and the County of Sacramento wish to cooperate on the use of the County's Permanent Household Hazardous Waste Collection Facility ("PHHWCF"); and

WHEREAS, in January of 2002 the County of Sacramento opened the PHHWCF at the County's North Area Recovery Station, which is funded through the County's monthly residential solid waste bill; and

WHEREAS, County residents may self-haul acceptable household hazardous waste materials to the HHW facility at no-charge; and

WHEREAS, numerous Rancho Cordova residents have delivered HHW materials to the facility since it opened in January of 2002; and

WHEREAS, on July 19, 2004, the City Council of the City of Rancho Cordova approved the selection of BFI Waste Systems of North America to provide residential solid waste collection and recycling services; and

WHEREAS, BFI will begin providing residential solid waste collection and recycling services on February 1, 2005, and Rancho Cordova residents will no longer be allowed to use the County's HHW facility at no-charge; and

WHEREAS, it is more cost effective for the City of Rancho Cordova to pay its share of the costs incurred at the County's facility in contrast to developing its own permanent facility; and

WHEREAS, the City of Rancho Cordova will compensate the County of Sacramento in the amount of $70 per residential generator that uses the County's PHHWCF; and

WHEREAS, the City of Rancho Cordova has a similar HHW Agreement with the City of Sacramento, and the County of Sacramento has similar Agreements with the Cities of Sacramento and Folsom; and

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves to execute the Agreement for A Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova.

ADOPTED, THIS 20th day of December, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

658105

Attachment 3

Informational Materials Regarding the PHHWCF

Quick Links
WMR Home
About WMR
News & Reports
Garbage & Recycling Collection Services
Garbage Disposal & Recycling Facilities
Hazardous Waste
Electronic Waste Recycling
How Do I Recycle?
Backyard Composting
FAQ's
Service Inquiries
Illegal Dumping
Maps
Education
Kid's Connection

Household Hazardous Waste Drop-Off Centers

Sacramento County residents can bring household hazardous waste (HHW) to the North Area Recovery Station free of charge. For more information about this program please call Customer Service at 916-875-5555.

Location: 4450 Roseville Road (map)
Hours: Tuesdays, Thursdays, Saturdays and Sundays
8:30 a.m. to 4 p.m.
Closed Thanksgiving, Christmas and New Year's Day
Phone: For more information call Customer Service at 916-875-5555

Businesses: Some commercial hazardous waste from County unincorporated area and Citrus Heights businesses will be accepted on an appointment basis only. Call 916-481-4316, for additional information.

Procedures for packaging and transporting HHW to facility.

1. Keep products in their original containers. Do not mix products. Make sure lids are tightly sealed. Label materials that are not in their original containers.
2. Place leaking containers in a larger, plastic container with a tight-fitting lid.
3. Secure products upright in cardboard box so that they do not tip over in transport.
4. Transport products in the back of a pickup truck or in a car trunk. Ensure adequate ventilation if transported in car passenger compartment.
5. Keep flammables out of direct sunlight and away from sources of heat, spark, flame, or ignition. Do not smoke.

Acceptable & Unacceptable Materials

Materials delivered to the drop-off area by residents cannot exceed a total liquid volume of 15-gallons or a total dry weight of 125-pounds. CA Code 25218-25218.12

Acceptable Materials	Unacceptable Materials
▪ Acids ▪ Brake/transmission fluid and antifreeze ▪ Household cleaners ▪ Pool chemicals and poisons ▪ Gasoline and other flammables ▪ Pesticides and herbicides ▪ Paint (oil-based or latex) and paint thinners	▪ Radioactive materials ▪ Railroad ties or treated wood ▪ Explosives (flares are acceptable) ▪ Medical waste ▪ Asbestos ▪ Ammunition ▪ Compressed industrial gas ▪ PCB'S

▪ Solvents ▪ Household batteries ▪ Car batteries (2 maximum) ▪ Small aerosol cans ▪ Home generated needles & syringes (in sealed hard plastic or metal containers) ▪ Mercury thermometers and switches ▪ Used motor oil and filters ▪ Fluorescent tubes ▪ Propane tanks (barbecue style, limit 2, maximum 7-gallons) ▪ Cooking Oil ▪ Other types of household hazardous waste are also accepted (15-gallon or 125 lbs. maximum each)	

Sacramento Recycling And Transfer Station

Household Hazardous Waste Drop-off Area

The Sacramento Recycling and Transfer Station also accepts household hazardous waste from the public. Call 916-379-0500, to determine if you are eligible to drop off material at this facility. Click here for information about the transfer station.

Certified Used Oil Recycling Centers

These sites are located at neighborhood auto parts stores, quick lubes and gas stations. Check the websites listed below for information about the your nearest center:

Certified Used Oil Locator
www.ciwmb.ca.gov/usedoil/crtcntrs.asp

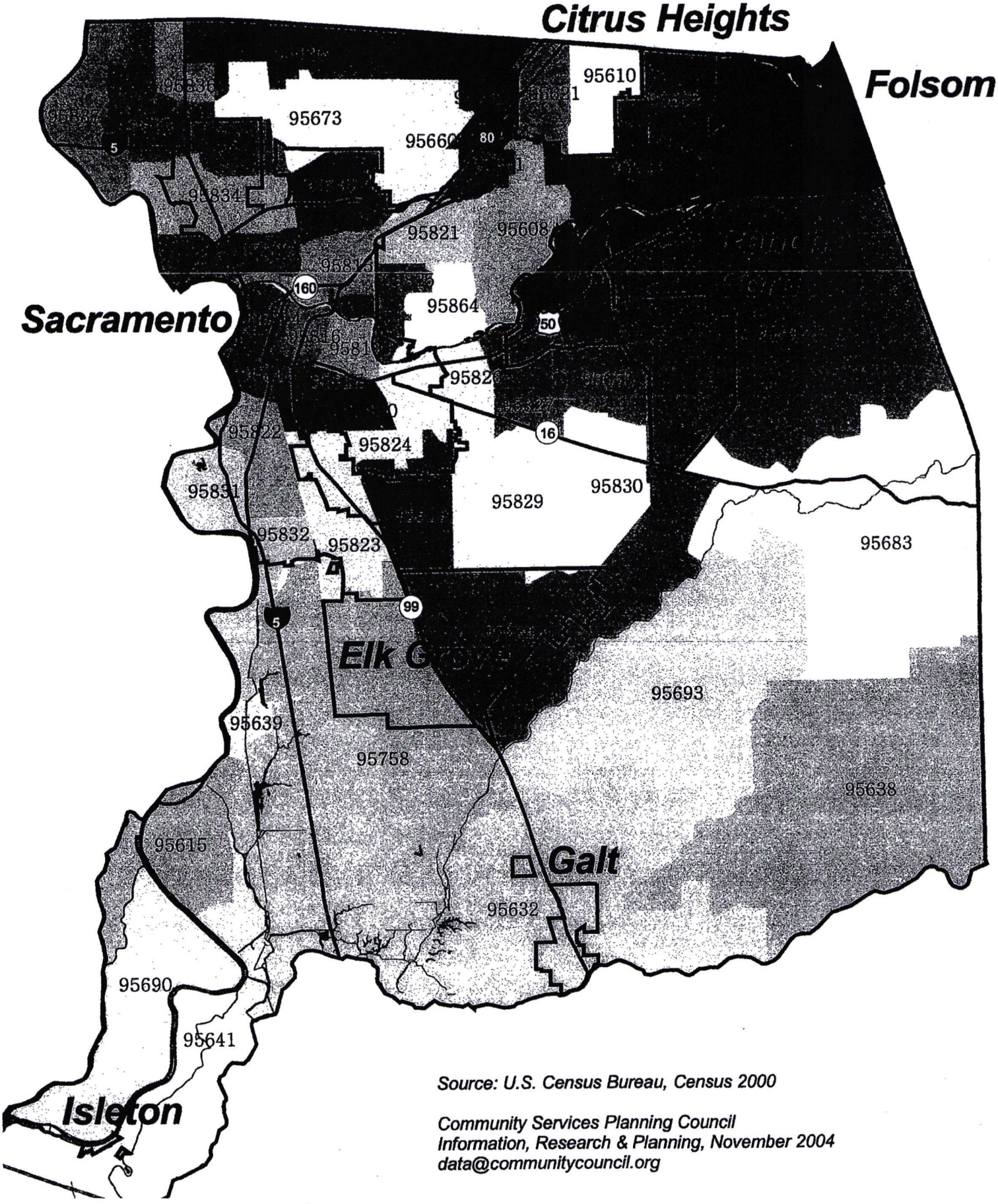
Earth 911 Locator
www.1800Cleanup.org
Instructions: Enter your zip code (Top left side of page), then go to Household Hazardous Waste Section (left side of page), then select used oil or filters from the of materials types.

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Attachment 4

Sacramento County Zip Code Map

Sacramento ZIP Codes & Cities



Source: U.S. Census Bureau, Census 2000

Community Services Planning Council
Information, Research & Planning, November 2004
data@communitycouncil.org

Memorandum

Agenda date: December 20, 2004

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: Mather Field Road/Hwy 50 Interchange Landscape Project

BACKGROUND:

On August 24, 2000 the County Department of Transportation secured State Transportation Improvement Program (STIP) funding for the Mather Field Road at U.S. Highway 50 Interchange Landscaping Project in the amount of $1,200,000 from the Sacramento Transportation Authority (STA). This funding included $190,000 for the design of the project which involves the preparation of plans, specifications and environmental documents. The remaining $1,010,000 was allocated for construction.

The funding for the design was allocated to the County as part of the 2002 Metropolitan Transportation Improvement Program (MTIP) and was specified to consist of two phases. The first phase allocated $130,000 and the deadline for expenditure of these funds was June 30, 2003 and has since expired. The funding for the second phase is $60,000 and expires October 2005. Since this project now falls within the City of Rancho Cordova's jurisdictional boundaries, the City will administer the project and because the funding for the design has already been allocated to the County, a contract with the County is necessary for payment to the City of the remaining $60,000.

The City is currently in the process of applying for a STIP amendment which will allow the lead agency for the construction portion of the project ($1,010,000) to be transferred from the County to the City. Also, Federal guidelines require that public government organizations accessing federal/State funds directly must execute a master agreement with the State and adopt an annual Disadvantage Business Enterprise Program (DBE). The City has started the process for both these requirements.

AGENDA ITEM # 13

DISCUSSION:

Agreement between the City and the County of Sacramento

The proposed Cooperative Agreement provides for the terms and conditions between the City and the County for the design of the interchange landscaping. The City will take the lead in the design of the project. The agreement also sets forth financial responsibilities for the design including payment by the County to the City for the STIP funding in the amount of $60,000. The County of Sacramento's Department of Environmental Review and Assessment (DERA) has completed an environmental review in compliance with the California Environmental Quality Act. DERA will also be completing the final environmental review for compliance with the provisions of the National Environmental Policy Act.

The Agreement between the City and the County is provided in Attachment A

Agreement between the City and Callander Associates Landscape Architecture, Inc.

The City issued an RFP to four landscape architecture firms soliciting proposals for the design of the Mather Field Road landscaping. Two proposals were received, one from Callander Associates and the other from the HLA group. Based on responsiveness to the RFP, staff recommends that Callander Associates be obtained to provide the design and related services for this project.

The Agreement with Callander Associates is for $148,570. The remaining amount not funded through STIP, $88,570, will be funded through Measure A and is included in the City's 2004/2005 budget.

The Agreement between the City and the Callander Associates is provided in Attachment B

RECOMMENDATION:

Based on the information provided, Staff is recommending the City Council authorize the execution of the following Agreements between the City and the County of Sacramento and between the City and Callander Associates:

1) Agreement Between the County of Sacramento and the City of Rancho Cordova for the Design of the Mather Field Road at U.S. Highway 50 Interchange Landscaping Project.

2) Consulting Services Agreement Between the City of Rancho Cordova and Callander Associates Landscape Architecture, Inc.

Enclosure

ATTACHMENT A – Agreement Between the County of Sacramento and the City of Rancho Cordova for the Design of the Mather Field Road at U.S. Highway 50 Interchange Landscaping Project

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

RESOLUTION NO. 2004-1543

AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA FOR THE DESIGN OF THE MATHER FIELD ROAD AT U.S. HIGHWAY 50 INTERCHANGE LANDSCAPING PROJECT CONTRACT NO. 50229

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, that the Chairman be and is hereby authorized and directed to execute an Agreement, in the form hereto attached, with The CITY OF RANCHO CORDOVA, a municipal corporation, to provide for the design of the Mather Field Road at U.S. Highway 50 Interchange landscaping project.

ON A MOTION by Supervisor Collin, and seconded by Supervisor Dickinson, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 7th day of December, 2004, by the following vote, to wit:

AYES: Supervisors, Collin, Dickinson, MacGlashan, Nottoli, Johnson

NOES: Supervisors, None

ABSENT: Supervisors, None

ABSTAIN: Supervisors, None

Muriel P. Johnson

Chair of the Board of Supervisors
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on DEC 07 2004

FILED Faye Rowe
Deputy Clerk, Board of Supervisors

DEC 07 2004

BOARD OF SUPERVISORS
BY Cindy H. Turner
CLERK OF THE BOARD

(SEAL)

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

on DEC 07 2004

ATTEST: Cindy H. Turner
Clerk of the ~~Board~~ of Supervisors

Dated DEC 10 2004

Clerk of said Board of Supervisors

By Janeen Lawson
Deputy

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

AGREEMENT BETWEEN COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA FOR THE DESIGN OF THE MATHER FIELD ROAD AT U.S. HIGHWAY 50 INTERCHANGE LANDSCAPING PROJECT

THIS AGREEMENT is made and entered into this 7 th day of December, 2004, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and the City of Rancho Cordova, a municipal corporation, (hereinafter referred to as "City").

RECITALS

WHEREAS, COUNTY has sponsored, applied for, and has received funding in the amount of $60,000 from the State Transportation Improvement Plan (hereinafter referred to as "STIP") on behalf of the CITY; and

WHEREAS, CITY has secured additional local funding for cost over the STIP funds for the completion of the design for the landscaping, which is located at the Mather Field Road and U.S. Highway 50 interchange in the CITY; and

WHEREAS, the CITY is agreeable to administer the design of the Mather Field Road at U.S. Highway 50 interchange landscaping project, (hereinafter referred to as "PROJECT"); and

WHEREAS, the administration of the design of the PROJECT by the CITY is described as follows:

- Preparation of a request for proposal (RFP) for the hiring of a Consultant to design the PROJECT; and
- Comply with federal and Disadvantage Business Enterprise program (DBE) requirements when selecting a Consultant; and
- Prepare pre-award audit request if the Consultant contract exceeds $250,000; and
- Provide oversight of the design to assure Consultant is complying with the latest local, federal, and state standards; and

- Obtain all required permits upon completion of the plans, specifications and estimates; and
- Invoice COUNTY for costs incurred for the design of the PROJECT in an amount not to exceed a maximum obligation of $60,000; and

WHEREAS, COUNTY is agreeable to complete environmental review for compliance with the provisions of the National Environmental Policy Act (NEPA) at no cost to the CITY; and

WHEREAS, CITY desires COUNTY to act as the responsible agent for CITY by fulfilling all necessary requirements that are contained in the STIP Guidelines; and

WHEREAS, COUNTY is agreeable to act as the responsible agent for CITY in accordance with the STIP program under the terms and conditions hereinafter set forth in this Agreement; and

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

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

SECTION 1: The foregoing recitals are hereby incorporated by reference.

SECTION 2: CITY shall administer all preliminary and design engineering for said PROJECT and do all work necessary to provide completed plans, specifications, and estimates for installation of said PROJECT including, but not limited to, providing contract plans, construction cost estimates, contract specifications and special provisions, and obtaining all necessary permits, as these items pertain to PROJECT.

SECTION 3: CITY shall provide to COUNTY an accounting of all the PROJECT's costs to date approximately two months prior to the expenditure deadline of October 31, 2005, for the PROJECT's design contract. Said accounting shall include identification of costs for design, preparation of plans and specifications, fees, inspection and administration, and include an estimate of all future PROJECT costs to the completion of PROJECT and the receipt of STIP funds.

SECTION 4: CITY will provide the funding for the design costs of the PROJECT with the understanding that CITY will be reimbursed by COUNTY the allocation of STIP funds under the STIP grant program for the design of the PROJECT in an amount not to exceed a maximum obligation of $60,000.

SECTION 5: All payments shall be based on the actual final design costs mutually approved by CITY and COUNTY. CITY shall be responsible for payment for any and all PROJECT design costs including, but not limited to contract payments, contract scope changes, disputed scope change requests, design engineering costs, and permits & permit coordination costs.

SECTION 6: Upon completion of design of PROJECT by CITY, CITY shall prepare a final accounting of all costs involved in the work. For the STIP grant amount, COUNTY shall submit an invoice to the STATE, acting by and through the California Department of Transportation (Caltrans), along with appropriate accompanying documents as required in accordance with the STATE Local Program procedures.

SECTION 7: CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and subcontractors of CITY from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, Rancho Cordova City Council, and CITY'S subcontractors. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, Rancho Cordova City Council, and CITY'S subcontractors.

SECTION 8: Each party, at its sole cost and expense, shall carry insurance-or self-insure-- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

SECTION 9: This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all the terms and conditions contained herein have been satisfied, which is currently estimated to be June 30, 2006.

SECTION 10: COUNTY shall have the right at any time to terminate its work on PROJECT if it is determined that CITY is not in compliance with all applicable Federal, State and County laws, regulations and ordinances, and the State's Department of Transportation Local Assistance Procedures Manual and Program Guidelines under the STIP grant program as specified in Exhibit A attached hereto and incorportated into this Agreement. COUNTY shall provide CITY with notice and a reasonable opportunity to cure prior to terminating COUNTY's participation. If CITY does not cure within a reasonable period of time following receipt of notice, COUNTY may then terminate its work and CITY shall then be responsible for reimbursement to the COUNTY for all of COUNTY's expenses incurred pursuant to this

Agreement to date of terminationand for all federal funds reimbursed to CITY to date of termination as may be required pursuant to applicable state or federal funding guidelines.

SECTION 11: CITY shall have the right at any time to terminate all work on PROJECT and shall then be responsible for reimbursement to the COUNTY for all of COUNTY's expenses incurred pursuant to this Agreement to date of termination, and for all federal funds reimbursed to CITY to date of termination as may be required pursuant to applicable state or federal funding guidelines.

SECTION 12: Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

County of Sacramento
Department of Transportation
906 G Street, Suite 510
Sacramento, CA 95814
ATTN: Dave Franke, Project Manager

TO CITY:

City of Rancho Cordova
Department of Public Works
3121 Gold Canal Drive
Rancho Cordova, CA 95670
ATTN: Cyrus Abhar, Director

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

SECTION 13: CITY and COUNTY shall both observe and comply with all applicable Federal, State and County laws, regulations and ordinances.

SECTION 14: This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

SECTION 15: Except as provided herein, no interpretation, alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

SECTION 16: This Agreement shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

SECTION 17: This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

SECTION 18: As used in this Agreement, ("DIRECTOR") shall mean the Director of the Department of Transportation, or his/her designee.

SECTION 19: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

SECTION 20: The COUNTY shall have the right to perform an audit of CITY's financial records related to the PROJECT. In addition, the provisions of Section II of Exhibit A shall apply to third party rights to conduct audits.

SECTION 21: It is understood and agreed that CITY (including CITY's employees) is an independent entity and that no relationship of employer-employee exists between the parties hereto. CITY's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CITY under the provisions of this Agreement; and as an independent

entity, CITY hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Any third persons employed by CITY in connection with this Agreement shall be entirely and exclusively under the direction, supervision, and control of CITY.

It is understood and agreed that COUNTY (including COUNTY's employees) is an independent entity and that no relationship of employer-employee exists between the parties hereto. COUNTY's assigned personnel shall not be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to COUNTY under the provisions of this Agreement; and as an independent entity, COUNTY hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Any third persons employed by COUNTY in connection with this Agreement shall be entirely and exclusively under the direction, supervision, and control of COUNTY.

SECTION 22: This Agreement, together with any attachments, constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements or understandings, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

(SIGNATURE PAGE FOLLOWS)

SECTION 23: This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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

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

By: Muriel P. Johnson
Chair of the Board of Supervisors
of the County of Sacramento

"COUNTY"

DEC 07 2004

(SEAL)

ATTEST:

Cindy N. Turner
Clerk of the Board of Supervisors

Reviewed and Approved by County Counsel:

Diane E. McElroy
Deputy County Counsel

Date: 11/30/04

CITY OF RANCHO CORDOVA, a municipal corporation

By: _____
City Manager

"CITY"

Date: _____

ATTEST:

_____
City Clerk

Reviewed and Approved as to Form:

_____
City Attorney

Date: 11/30/04

Reviewed by Larrilyn Davenport, Contract Services Section.

Prepared by Refugio Razo, Department of Transportation

ATTACHMENT B – Consulting Services Agreement Between the City of Rancho Cordova and Callander Associates Landscape Architecture, Inc.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.**

THIS AGREEMENT for Design Services for Landscaping at Mather Field Road @ U.S. 50 Interchange and is made by and between the City of Rancho Cordova ("City") and Callander Associates Landscape Architecture, Inc. ("Consultant") as of _____, 2004.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2006, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $148,570, detailed in Exhibit A notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's fee schedule, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

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

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

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

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

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth Exhibit A, and shall not exceed nine thousand, seven hundred twenty dollars ($9,720). Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

a. City and its officers, employees, agents shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

4.3 **Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

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

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

4.4.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant

procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel mutually approved by both parties, and hold harmless the City and its officials, officers, employees, agents from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees

Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized

personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged

to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

10.9 **Contract Administration.** This Agreement shall be administered on behalf of the City by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Callander Associates Landscape Architecture, Inc.
11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670-6167
Attn: Erik R. Smith

Any written notice to City shall be sent to:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Manager

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

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

CITY OF RANCHO CORDOVA

_____
Ted Gaebler, City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
Steve Meyers, City Attorney

CONSULTANT

_____
~~Erik R. Smith~~, Principal
Benjamin W. Woodside
Callander Associates Landscape Architecture Inc.

Document1

EXHIBIT A

SCOPE OF SERVICES

Callander Associates
Landscape Architecture, Inc.

Via Email Only

December 1, 2004
(916) 942-0243
email: kgarcia@cityofranchocordova.org

Exhibit A

Ms. Kathy Garcia, P.E.
Department of Public Works
City of Ranch Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: MATHER FIELD ROAD AT U.S. 50 INTERCHANGE / scope of services

Dear Ms. Garcia:

Congratulations to you and the City in the development of landscape improvements at yet another major interchange and entry node to the City. A critical and often overlooked factor to the success of any community is its pride in itself and its own sense of identity, and we are pleased to have the opportunity to play our part.

My conversations with you, Cyrus, County staff and our contacts at Caltrans have been invaluable in determining the best scope and approach for this project. The administrative structure is quite unique: a project within Caltrans right of way, managed by the City, with most of the project costs are reimbursed through the City by the County from a federal funding source that is controlled by Caltrans. My understanding of responsibilities is as follows:

- NEPA analysis and documentation to be prepared and processed by the County Department of Environmental Review and Assessment (DERA) with County Department of Transportation (DOT) acting as the lead agency.
- Callander Associates Landscape Architecture, Inc. (CALA) to prepare, coordinate and process the necessary Caltrans Encroachment Permit application and support documents.
- this project is not subject to the County review process. All submittal reviews will be performed by the City with the exception of those required to be performed by Caltrans as part of the encroachment permit process.
- existing tree saplings are to be retained in place
- the City will coordinate the conceptual plan with Sacramento Regional Transit District (RT) for their use in planting approximately 218 24" box trees.

311 Seventh Avenue
San Mateo, CA 94401-4259
T 650.375.1313
F 650.344.3290
www.callanderassociates.com

11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670-6167
T 916.631.1312
F 916.635.9153
www.callanderassociates.com

Landscape Architecture
Urban Design
Land Planning
Park and Recreation Planning
Environmental Planning

Peter Callander, ASLA Principal
Mark Slichter, ASLA, Principal
Brian G. Fletcher, ASLA, Principal
Erik Smith, ASLA, Principal
Benjamin W. Woodside, ASLA, Principal

- improvements to include planting, irrigation (including electrical for controller and booster pump), and gore paving.
- a topographic survey is to be provided by CALA.
- County to provide primary construction management and inspection.

We have developed the following scope of services to be provided in chronological order. Items shown in ***bold faced italics*** represent documents to be prepared as part of the task's completion.

1.0 CONCEPT DESIGN

1.01 **Project Start-up Meeting**: Attend a single initial meeting with City and Caltrans staff to review project objectives, encroachment permit process, design program, construction budget, design standards, submittals, and schedule. Prepare a ***meeting summary***.

1.02 **Topographic Survey**: Provide the services of a land surveyor to prepare an ***aerial topographic survey*** of existing on-site conditions.

1.03 **Base Data Collection**: Coordinate with Caltrans to obtain any record documents of existing built elements within the project limits.

1.04 **Site Reconnaissance**: Conduct an on-site review to document apparent existing features, confirm elements shown on survey, and photograph site. Prepare ***site photo board*** for design and presentation use. Provide City with copies of site photos on ***CD-ROM*** for City's own internal use.

1.05 **Entry Monument Coordination**: Provide telephone coordination with Caltrans to uncover any issues or requirements Caltrans may have regarding a proposed City Entry Monument for this site. Prepare a ***written summary memo*** of coordination.

1.06 **Draft Conceptual Design Plan**: Prepare one ***draft conceptual design plan*** at a scale of 1"=50'-0" or larger and up to two ***cross sections***. Plan to address staff comments, site opportunities and constraints, and relevant reference information. Plan and cross sections to be hand drawn black and white. Draft design to include an entry monument feature.

-Exhibit A-

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1.07 **Cost Estimate**: Prepare a concept level ***estimate of probable construction costs***.

1.08 **Review Session**: Present Draft Conceptual Design Plan and estimate of probable construction costs in a single meeting with City and Caltrans staff. Facilitate meeting, record comments, and prepare ***meeting summary***.

1.09 **Conceptual Design Plan**: Finalize ***Conceptual Design Plan***. Based on comments received in task 1.08, provide one ***cross section*** and a ***"bird's eye" rendered drawing***. Plan and exhibits to be hand drawn and color rendered, suitable for presentation. Prepare an ***estimate of probable construction costs*** for all improvements shown in conceptual design plan.

1.10 **PowerPoint Presentation**: Scan prior documents, including site photos, and relevant reference criteria for use and incorporation in "PowerPoint" presentation. Submit ***draft "PowerPoint" presentation*** to City staff for review and comment. Make minor revisions per City comments.

1.11 **City Council Presentation**: Allow for up to two City Council meetings to present Conceptual Design Plan and support graphics. Submit one ***electronic copy*** of final PowerPoint presentation and one hard copy of plan and sections for City's use.

1.12 **NEPA Coordination:** Attend up to two meetings with DERA, County and City staff to review proposed improvements and conceptual plan for the County's preparation of necessary NEPA documents. Prepare ***meeting summary***. Provide telephone coordination with DERA.

2.0 NOT INCLUDED

3.0 CONSTRUCTION DOCUMENTS

3.01 **Base Plans**: Using the conceptual design plan as an "as-built" condition for RT's tree planting mitigation, incorporate those proposed tree locations into topographic survey in preparation of final ***base plans*** and submit to City.

-Exhibit A-

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3.02 **50% Level Construction Documents**: Prepare ***50% complete PS&E's,*** incorporating comments from Task 1.0. Submit 50% PS&E's to City for review (maximum of four sets). Documents to include:

a) Title sheet
b) Irrigation plan and details
c) Planting plan and details (including gore paving layout and associated details)
d) Electrical plans and details
e) Erosion and sediment control plan
f) Traffic control plan
g) Technical specifications (in Construction Specifications Institute standard format)
h) Estimate of probable construction costs
i) Bid item list

Note: Construction documents will be prepared to City standards and format. We will include metric equivalents of all dimensions and measurements for Caltrans Encroachment permit submittals processing.

3.03 **Caltrans Review Meeting**: Complete ***Caltrans Encroachment Permit Application*** and submit with ***50% construction documents*** to Caltrans for review. At the time of the submittal, attend one meeting with Caltrans staff to review documents and facilitate review. Prepare ***meeting summary***. Provide telephone coordination to monitor progress of review.

3.04 **Review Session**: Upon completion of 50% submittal review, attend one meeting with City and Caltrans staff to review plan check comments. Prepare ***meeting summary.***

3.05 **90% Level Construction Documents**: Based on comments received, proceed to prepare ***90% level PS&E's***. Submit documents to City for review (maximum four sets). Submit one additional set to Caltrans for review.

Note: City shall modify and provide CALA with the City's Standard General Conditions, Special Provisions, bonding documents, notice to bidders, instructions to bidders and all other "up front" specifications sections (with the exception of the bid item list).

3.06 **Review Session**: Attend one meeting with City and Caltrans staff to review plan check comments. Prepare ***meeting summary.***

-Exhibit A-

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3.07 **100% Level Construction Documents**: Prepare 100% complete PS&E's addressing comments on 90% submittal. Prepare written responses to all comments on 90% submittal. Submit ***100% PS&E's and responses*** to City for review (maximum of eight sets).

3.08 **Caltrans Review Meeting:** Attend one meeting with Caltrans staff to review final encroachment permit submittal. Prepare ***meeting summary***. Submit final revised documents for encroachment permit approval and processing. Provide telephone coordination to monitor processing and approval.

Note: No additional submittals to Caltrans are anticipated. If additional refinements and submittals are required, CALA will provide those services on an hourly basis as an additional service (see Task 5.0 below).

3.09 **Review Session:** Attend one meeting with City staff to review plan check comments. Prepare ***meeting summary***.

3.10 **Final Construction Documents:** Prepare final PS&E's addressing comments on 100% submittal. Prepare written responses to all comments on 100% submittal. Submit ***final, original, signed PS&E's, and responses*** to City for City's use in obtaining bids.

4.0 BIDDING AND CONSTRUCTION ASSISTANCE

4.01 **Bid Period Assistance**: Provide bid period services including soliciting interest in project, preparing clarifications and addenda, responding to pre-bid questions, attending pre-bid conference, and other services as requested by City.

4.02 **Construction Assistance**: To assist and support City and County staff in the administration of construction activities, we have developed the following list of tasks.

1) Attend a pre-construction conference.
2) Attend up to 3 on-site meetings with all pertinent parties in attendance.
3) Assist County staff with the processing of clarifications of the contract documents in response to requests by the Contractor.

-Exhibit A-

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4) Review those submittals that are appropriate. Assist the County in monitoring Contractor's work for adherence to contract plans and specifications.
5) In addition to item #2, conduct up to 4 on-site reviews and prepare field reports itemizing recommended corrective actions.
6) Assist in the review of progress payment requests.
7) Review and provide comment for the County prepared substantial completion list.
8) Assist in preparing change orders for County execution.
9) Attend final completion walk-thru with County and City staff.

5.0 ADDITIONAL SERVICES

5.01 All tasks not specifically noted above could be performed as additional services. These tasks include, but are not limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing scope. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

6.0 REIMBURSABLE EXPENSES

6.01 In addition to the above fees, we will bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary below). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

-Exhibit A-

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7.0 COMPENSATION SUMMARY

1.0	Conceptual Design		
	a) Callander Associates (lump sum)	$26,900	
	b) Land surveyor (lump sum)	$13,490	
	Subtotal for Task 1.0 (lump sum)		$40,390
2.0	Not Used		
3.0	Construction Documents		
	a) Callander Associates (lump sum)	$58,000	
	b) Electrical engineer (lump sum)	$8,000	
	c) Irrigation designer (lump sum)	$16,960	
	Subtotal for Task 3.0 (lump sum)		$82,960
4.0	Bidding and Construction Assistance (hourly with a tentative allowance)		$15,500
5.0	Additional Services		to be determined
6.0	Reimbursable Expenses (allowance)		$9,720
	Total Proposed Compensation for Tasks 1.0 thru 6.0		**$148,570**

Please call us to review this proposed scope and compensation so we can incorporate any changes. We appreciate the opportunity to work with the City.

Sincerely,

Erik R. Smith, ASLA
Principal for Callander Associates
Landscape Architecture, Inc.

Attachments: - Standard Schedule of Compensation, dated January 2004
- Project Limits Diagram, dated 10/22/04

Notice: Landscape architects are licensed by the State of California.

-Exhibit A-

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Landscape Architecture, Inc.



▨ = Limits of Project

PROJECT LIMITS DIAGRAM

October 22, 2004

Highway 50/Mather Road Interchange

EXHIBIT B

COMPENSATION SCHEDULE

Callander Associates
Landscape Architecture, Inc.

Exhibit B

Standard Schedule of Compensation 2004

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Senior Principal	$141/hour	Landscape Architect 3	$72/hour
Principal	$105/hour	Construction Manager	$80/hour
Associate 1	$101/hour	Assistant 1	$65/hour
Associate 2	$93/hour	Assistant 2	$60/hour
Associate 3	$83/hour	Assistant 3	$53/hour
Landscape Architect 1	$81/hour	Assistant 4	$49/hour
Landscape Architect 2	$76/hour	Word Processor	$64/hour

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project

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Benjamin W. Woodside, ASLA, Principal

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AGENDA ITEM # 14

Memorandum

Date: December 20, 2004

To: City Council

From: William Campbell, Principal Planner

Subject: Amendment to Previously Approved Design Review for 3791 and 3806 Recycle Road, RC-04-082 and RC-04-084, filed by APG Properties Inc.

Background:

On May 17, 2004 the City Council approved the four metal buildings after the Planning Commission moved to forward a recommendation to approve the project. Subsequent to the approval, the applicant provided a letter dated November 4, 2004 requesting that two of the buildings be reconsidered. On December 9, 2004, the Planning Commission reviewed the information provided by the applicant along with the staff report and unanimously recommended th e City Council d eny the applicants request.

Analysis:

The applicant has provided what they believe is justification for eliminating the architectural design feature that was intended to improve the architectural appearance of buildings 3791 and 3806 Recycle Road. The two buildings received this treatment in order to help break the visual monotony of the proposed four identical building designs. Considerable discussion by the Planning Commission regarding the monotony of the four buildings promulgated the architectural feature, rather than placing more landscaping in front of the buildings. The placement of these features for buildings 3791 and 3806 was deliberate and the features were not used on all four buildings, in order to provide greater distinction between the buildings, along with the alternative color schemes.

Within the letter, three bulleted items were identified that the applicants feel interfere with the approved design. They are as follows:

- The structure would be blocking a fire door in front of the building.
- The structure would interfere with the placement of the SMUD transformer.
- The placement of the back flow valve system as approved by Sacramento Metro Fire is directly in the path of the architectural frame.

The applicant stated in the letter that the fabricator alerted them as to the size of the structure and the possibility that the construction plans may need to be revised. Staff is not persuaded by the applicant's belief that the architectural feature was a "concept" and the final design would be determined later, because the Conditions of Approval and the findings within the adopting Resolution specifically addressed the architectural feature. There was no condition adopted that gave staff any ability to approve the finished design (see attached Planning Commission minutes). Staff does not believe the architectural feature is a climbing hazard for children due to the fact that the property is in the heart of the auto recycling area.

With proper placement, all the utilities can be arranged within the required 12.5 feet public utility easement so as not to interfere with the structure. First, all utilities (SMUD transformer, fire stand pipes and back flow valves) would be located in the utility easement, fronting the property and the architectural structure would not be located in the easement. Second, transformers can be located anywhere within the easement and in many cases the transformers are located at the corners of properties.

Staff had previously contacted Metro Fire regarding the issue of visual sight clearance for the required fire access door, in order to understand the issue. Regardless of the structure, staff asked Metro Fire if any landscaping (trees, large shrubs, etc.) in the same area, would cause a visual hindrance to the fire door? During the day, the fire door would be seen from the street in either condition, however, Metro Fire was more concerned at night. A simple remedy offered by Metro Fire was to provide illumination over the door way during evening hours. The architectural feature is an open structure and would be away from the building to allow the fire door to open freely.

Planning Commission Meeting of December 9, 2004

After staff made its presentation, the applicant elaborated on the points within the letter. They had mentioned that cost was not a consideration in their request, however emphasized the issues of liability, the structure being a potential attractive nuisance and the additional cost associated with plan changes. The Chairman summarized his concerns and believed the design was a good design and was not in favor of minimizing the architectural character. It was the consensus of the Planning Commissions the applicant had not provided sufficient justification to warrant the modification. Their alternative to plant three Birch trees would significantly reduce the aesthetic quality of the approved design. It was noted that originally all four buildings had been proposed to have some distinguishing form in front of the building, other than just landscaping, and the applicant is requesting the elimination of the only architecturally redeeming feature of the buildings. The Planning Commission unanimously moved to recommend to the City Council to not modify the approved design.

Recommendation:

Move the City Council adopt Resolution 186-2004 to deny the request to modify the approved design for building 3806 and 3791 Recycle Road and affirm the original approval.

Attachment:

1) Resolution 186-2004
2) Planning Commission Staff Reports dated December 9, 2004
3) Planning Commission Minutes of April 8 and 22, 2004
4) Planning Commission Minutes of December 9, 2004
5) Resolutions 62-2004 and 64-2004
6) Letter from Applicant
7) 500' Radius Map and Owner Labels
8) Applicant's Design Alternative and Landscape Plan

RESOLUTION NO. 186-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR 3791 and 3806 RECYCLE ROAD PROJECT # RC-04-082 and 084

WHEREAS, Ken Philp, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a modification of two previously approved metal buildings located at 3791 and 3806 Recycle Road (APNs 072-0050-011, 072-0550-024); and

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

WHEREAS, the original project was Categorically Exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15332, In-Fill Development Projects and the modifications would be consistent with the original exemption; and

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

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

1. Affirms the Planning Commission recommendation to deny the request for the modification from the original Design Review for 3791 and 3806 Recycle Road. The design shall be subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) of the original approval based on the following findings:

Findings

DESIGN REVIEW

Finding:

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.

Evidence

a. The buildings are metal buildings, similar to existing buildings in the area that consist of durable and maintainable materials. The buildings are all similar in style; and the applicant had agreed to create some diversity through use of color, landscaping, and added architectural features. The loss of the architectural feature would diminish the aesthetics of the building.

b. The Industrial buildings will maintain human scale and interest through use of awnings, well placed windows, color, landscaping, and added architectural features. The modification would be counter to the design direction of the City to improve aesthetic environment, whether residential, commercial or industrial.

c,d,e,f. The applicant had agreed to the variations in color, and architectural features to create varied relief of the façade and create interest in an area where the majority of the buildings are very similar in appearance. Landscaping was used to create variety for two of the buildings and the other two buildings (3791 and 3806) were approved with the architectural feature between the awnings.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ken Cooley, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

Attachment 2

Memorandum

Date: December 9, 2004

To: Planning Commission

From: William Campbell, Principal Planner

Subject: Amendment to Previously Approved Design Review for 3791 Recycle Road, RC-04-082, filed by APG Properties Inc.

Background:

The applicants are requesting a design modification for two of the four metal industrial buildings on Recycle Road. On May 17, 2004 the City Council approved the four metal buildings after the Planning Commission moved to forward a recommendation to approve the project. Subsequent to the approval, the applicant has provided a letter dated November 4, 2004 requesting that two of the buildings be reconsidered. The Planning Commission will need to review information provided by the applicant and forward a recommendation to the City Council, for their final action.

Analysis:

The applicant has provided what they believe is justification for eliminating the architectural design feature that was intended to improve the architectural appearance of buildings 3791 and 3806 Recycle Road. The two buildings received this treatment in order to help break the visual monotony of the proposed four identical building designs. Considerable discussion by the Planning Commission regarding the monotony of the four buildings promulgated the architectural feature, rather than placing more landscaping in front of the buildings. The placement of these features for buildings 3791 and 3806 was deliberate and the features were not used on all four buildings, in order to provide greater distinction between the buildings, along with the alternative color schemes.

Within the letter, three bulleted items were identified that the applicants feel interfere with the approved design. They are as follows:

- The structure would be blocking a fire door in front of the building.
- The structure would interfere with the placement of the SMUD transformer.
- The placement of the back flow valve system as approved by Sacramento Metro Fire is directly in the path of the architectural frame.

The applicant has eluded that the structures had cost implications, however did not provide any justification to support the claim. Staff is not persuaded by the applicant's belief that the architectural feature was a "concept" and the final design would be determined later, because the Conditions of Approval and the findings within the adopting Resolution specifically address the architectural feature. There was no condition adopted that gave staff the ability to approve the finished design (see attached Planning Commission minutes). Staff does not believe the architectural feature is a climbing hazard for children due to the fact that the property is in the heart of the auto recycling area.

With proper placement, all the utilities can be arranged within the required 12.5 feet public utility easement so as not to interfere with the structure. First, all utilities (SMUD transformer, fire stand pipes and back flow valves) would be located in the utility easement, fronting the property and the architectural structure would not be located in the easement. Second, Transformers can be located anywhere within the easement and in many cases the transformers are located at the corners of properties.

Staff had previously contacted Metro Fire regarding the issue of visual sight clearance for the required fire access door, in order to understand the issue. Regardless of the structure, staff asked would any landscaping (trees, large shrubs, etc.) in the same area, cause a visual hindrance to the fire door? During the day, the fire door would be seen from the street in either condition, however, Metro Fire was more concerned at night. A simple remedy offered by Metro Fire was to provide illumination over the door way during evening hours. The architectural feature is an open structure and would be away from the building to allow the fire door to open freely.

Summary:

It is staff's opinion the applicant has not provided sufficient justification to warrant the modification. Their alternative to plant three Birch trees would significantly reduce the aesthetic quality of the approved design. It should be noted that staff originally favored all four buildings having some distinguishing design form in front of the building, other than just landscaping. The applicant is requesting the elimination of the only architecturally redeeming feature of the buildings.

Recommendation:

"I move the Planning Commission recommend denial for the request to modify the approved design for building 3791 Recycle Road and forward the recommendation to the City Council."

Attachment:

1) Planning Commission Minutes of April 8 and 22, 2004
2) Resolution 62-2004, with exhibits
3) Letter from Applicant
4) Design Package

Memorandum

Date: December 9, 2004

To: Planning Commission

From: William Campbell, Principal Planner

Subject: Amendment to Previously Approved Design Review for 3806 Recycle Road, filed by APG Properties Inc.

Background:

The applicants are requesting a design modification for two of the four metal industrial buildings on Recycle Road. On May 17, 2004 the City Council approved the four metal buildings after the Planning Commission moved to forward a recommendation to approve the project. Subsequent to the approval, the applicant has provided a letter dated November 4, 2004 requesting that two of the buildings be reconsidered. The Planning Commission will need to review information provided by the applicant and forward a recommendation to the City Council, for their final action.

Analysis:

The applicant has provided what they believe is justification for eliminating the architectural design feature that was intended to improve the architectural appearance of buildings 3791 and 3806 Recycle Road. The two buildings received this treatment in order to help break the visual monotony of the proposed four identical building designs. Considerable discussion by the Planning Commission regarding the monotony of the four buildings promulgated the architectural feature, rather than placing more landscaping in front of the buildings. The placement of these features for buildings 3791 and 3806 was deliberate and the features were not used on all four buildings, in order to provide greater distinction between the buildings, along with the alternative color schemes.

Within the letter, three bulleted items were identified that the applicants feel interfere with the approved design. They are as follows:

- The structure would be blocking a fire door in front of the building.
- The structure would interfere with the placement of the SMUD transformer.
- The placement of the back flow valve system as approved by Sacramento Metro Fire is directly in the path of the architectural frame.

The applicant has eluded that the structures had cost implications, however did not provide any justification to support the claim. Staff is not persuaded by the applicant's belief that the architectural feature was a "concept" and the final design would be determined later, because the Conditions of Approval and the findings within the adopting Resolution specifically address the architectural feature. There was no condition adopted that gave staff the ability to approve the finished design (see attached Planning Commission minutes). Staff does not believe the architectural feature is a climbing hazard for children due to the fact that the property is in the heart of the auto recycling area.

With proper placement, all the utilities can be arranged within the required 12.5 feet public utility easement so as not to interfere with the structure. First, all utilities (SMUD transformer, fire stand pipes and back flow valves) would be located in the utility easement, fronting the property and the architectural structure would not be located in the easement. Second, Transformers can be located anywhere within the easement and in many cases the transformers are located at the corners of properties.

Staff had previously contacted Metro Fire regarding the issue of visual sight clearance for the required fire access door, in order to understand the issue. Regardless of the structure, staff asked would any landscaping (trees, large shrubs, etc.) in the same area, cause a visual hindrance to the fire door? During the day, the fire door would be seen from the street in either condition, however, Metro Fire was more concerned at night. A simple remedy offered by Metro Fire was to provide illumination over the door way during evening hours. The architectural feature is an open structure and would be away from the building to allow the fire door to open freely.

Summary:

It is staff's opinion the applicant has not provided sufficient justification to warrant the modification. Their alternative to plant three Birch trees would significantly reduce the aesthetic quality of the approved design. It should be noted that staff originally favored all four buildings having some distinguishing design form in front of the building, other than just landscaping. The applicant is requesting the elimination of the only architecturally redeeming feature of the buildings.

Recommendation:

"I move the Planning Commission recommend denial for the request to modify the approved design for building 3806 Recycle Road and forward the recommendation to the City Council."

Attachment:

1) Planning Commission Minutes of April 8 and 22, 2004
2) Resolution 64-2004, with exhibits
3) Letter from Applicant
4) Design Package

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
April 8, 2004

1. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, April 8, 2004 at the City Council Chambers. Planning Commission Vice Chair Dan Skoglund called the meeting to order at 6:05 p.m.

Staff Present: Director, Paul Junker; Assistant Planner, Kathleen Franklin; Commission Clerk, Brenda Lehr

Role Call:

Commissioners Present: Konarski, Moe, Savorn, Skoglund, Vance, Wentz
Commissioners Absent: Smith

A. **Flag Salute –** Pledge of Allegiance was conducted.

B. **Approval of Agenda –** The Planning Commission reviewed the Agenda of April 8, 2004.

Action: Vice Chair Skoglund moved, second by Commissioner Wentz, to approve the agenda of the April 8, 2004 Planning Commission meeting as amended. Motion approved unanimously.

C. **Minutes –** The Planning Commission reviewed the minutes of the March 25, 2004 meeting of the Planning Commission.

Action: Commissioner Wentz moved, second by Commissioner Konarski, to approve the minutes of the March 25, 2004 Planning Commission meeting as written and corrected. Motion approved unanimously.

2. **PUBLIC COMMENT –** There were no public comments heard at this meeting.

3. **PUBLIC HEARING**

A-D **Consideration of the Development Plan Review for 3791 RECYCLE ROAD PROJECT - RC-04-82; 3811 RECYCLE ROAD PROJECT - RC-04-083; 3806 RECYCLE ROAD PROJECT – RC-04-084; 3781 RECYCLE ROAD PROJECT – RC-04-085**

Assistant Planner Kathleen Franklin presented the staff report and recommended the approval of all four Development Plan Reviews for 3791, 3811, 3806 and 3781 Recycle Road – RC-04-082 through 085. Vice

Chair Skoglund opened the public hearing and took testimony from Ken Philp, project representative and Dennis Moore, project applicant.

The Commissioners had the following concerns and comments:

- What's the purpose of the buildings? Use has not been determined.
- Will the architectural feature (trellis) be made of wood, metal, fabricated material?
- Will there be landscaping on the trellis?
- Is the sound wall on the eastern side of the site plan within your property line?
- Will the sound wall be moved to the property line?
- Will there be any type of barriers around the lots?
- Will the outside wall be constructed of concrete?
- What color will the concrete be? Until the vegetation has matured enough to cover the wall, artistic colors will mitigate the stark white glaring color of the wall. This issue needs to be addressed sooner than later for the pure aesthetics of future projects.
- The whole picture of the project has not been presented; visualization of the building, and landscaping with it.
- Will the architectural structure be seen at the front of the buildings on all the buildings? No, only two buildings.
- Can there be an architectural structure on the side of the building that is on the corner lot?
- Why are the parcels broken up and the buildings set apart from each other? There seems to be a lot of monotony with the four buildings.
- Can the buildings and landscaping plans be revised and presented again at the next Planning Commission meeting?
- Is there a color scheme for the full building?

The Commissioners felt the above concerns and comments were significant and require additional information be provided by the applicant.

Action:

Motion: Vice Chair Skoglund moved, seconded by Commissioner Konarski to continue projects RC-04-082 through 085 to the April 22, 2004, at which time the Planning Commission would review revised renditions of what the buildings would look like with 10 year vegetation growth, vines or other vegetation on trellises, and color schemes for all buildings.

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.

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
April 22, 2004

1. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, April 22, 2004 at the City Council Chambers. Planning Commission Chair Art Smith called the meeting to order at 6:06 p.m.

Staff Present: Director, Paul Junker; Assistant Planner, Kathleen Franklin; Commission Clerk, Brenda Lehr

Role Call:

Commissioners Present: Konarski, Moe, Savorn, Skoglund, Smith, Vance, Wentz

A. **Flag Salute –** Pledge of Allegiance was conducted.

B. **Approval of Agenda –** The Planning Commission reviewed the Agenda of the April 22, 2004 Meeting of the Planning Commission.

Action: Commissioner Vance moved, second by Chair Smith, to approve the agenda of the April 22, 2004 Planning Commission meeting. Motion was approved unanimously.

C. **Minutes –** The Planning Commission reviewed the Minutes of the April 8, 2004 Meeting of the Planning Commission.

Action: Commissioner Moe moved, second by Commissioner Konarski, to approve the minutes of the April 8, 2004 Planning Commission Meeting as written. Motion was approved by 6 Ayes, 0 Noes and 1 Abstain.

2. **PUBLIC COMMENT –** There were no public comments heard at this meeting.

3. **PUBLIC HEARING**

A-D **Consideration of the Development Plan Review for 3791 RECYCLE ROAD PROJECT-RC-04-82; 3811 RECYCLE ROAD PROJECT-RC-04-083; 3806 RECYCLE ROAD PROJECT-RC-04-084; and 3781 RECYCLE ROAD PROJECT-RC-04-085**

Assistant Planner Kathleen Franklin presented the staff report and recommended the approval of all four Development Plan Reviews for 3791, 3811, 3806 and 3781 Recycle Road – RC-04-082 through RC-04-085. Chair Smith opened the public hearing and took testimony from Ken Philp, project representative; Rex Albright, Chamber of Commerce; Steve

Beard, California Steel Structures; and Matt Cummings, all being in favor of the project.

The Commissioners had the following concerns and comments:

- What may be a primary concern or expression of hesitance of the City Council to view this project to go forward? The project has not been discussed by the City Council, but in the case of the Boeing Facility there was significant concern that it is a metal building and will it be attractive to the community.
- Applicant has addressed the original concerns of the Planning Commission, however, if there's something that has changed drastically that the Commission should re-evaluate then it can be discussed; otherwise, the project should go forward.
- Concerns from the City Council have changed and the Commission should view these concerns with a broader scope.
- What will be done with the wall facing Sunrise Blvd.? The wall will be raised and landscaping will be required.
- As a new Commission, it's appropriate to be advised if it is best to either (a) deny the project and ask applicant to make revisions, or (b) ask the applicant to come back with revisions. The Commission can make recommendations of denial if the project is not in keeping with the goal for the environment the buildings would be located within or if the Commission feels that the project would be detrimental to the uses within the area.
- Does the area consist of all metal buildings? There is a mixture of concrete and metal buildings in the area and there should be no reason to hold the applicant back from moving the project forward.
- Would the applicant be willing to look at different setbacks to provide different elevations? The applicant has completed substantial engineering work and moving the buildings at this time would be costly and would delay the project.
- Would trees be planted outside or inside the wall? They can be planted outside the wall because there's an area of land between the wall and a county easement that is still within the rear property line. The applicant is willing to plant trees at the rear property line.
- What would be planted? Redwoods or fast growing trees? Yes
- Are there plans for the center parcel? No, there are no plans as of yet.
- How long is the anticipated life expectancy of a metal building? It's a pre-baked-on finish and the building surfaces have a 20 year warranty.
- Is this project entitled? No, it's not entitled. Is this the last project that received partial review from the County that the Commission will review? Yes.

- Will there be anything stored outside of the buildings or will the buildings take up most of the property? The land use has not been determined at this point.

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

Action:

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

Motion 2: Commissioner Savorn moved, seconded by Commissioner Wentz to recommend that the City Council approve a Development Plan Review for Projects RC-04-082 through RC-04-085, Recycle Road metal industrial buildings subject to landscape plan revisions between staff and applicant to the satisfaction of the City Council, which include trees being planted at the rear property line, the findings and attached Conditions of Approval.

Vote on the Motions:

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

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

E. **Consideration of the PROPOSED SPECIFIC PLAN ORDINANCE NO. 11-2004**

Planning Director Paul Junker presented the staff report and recommended to the Planning Commission that they recommend the City Council adopt proposed Ordinance No. 11-2004. Chair Smith opened the public hearing and took testimony from Matt Cummings who is in favor of the proposed ordinance.

The Commissioners had the following concerns and comments:

- Current procedures for a citizen committee are onerous to developers. How does amending the Specific Plan Ordinance change all that? Study sessions will be scheduled to discuss large projects at an early stage at a public hearing. The public will also have opportunities to comment on environmental documents and at Planning Commission and City Council hearings.

Conditions of Approval (Item #4) to read that there will be only 1 paid staff instead of 2 paid staff on site.

Roll Call Vote on the Motions:

AYES:	Burke, Konarski, Moe, Savorn, Vance, Wentz
NOES:	Smith
ABSTAIN:	NONE
ABSENT:	NONE

There being 6 Ayes, 1 Noes, 0 Abstains and 0 Absentees, the motions are hereby declared to be passed.

E-F. **Consideration of the Design Review Revision for 3791 and 3806 RECYCLE ROAD– Project No. RC-04-082 and RC-04-084:**

Request: Applicant is requesting a Design Review Revision to modify the architectural design feature on a metal industrial building in the M2 (Heavy Industrial) zone.
Project Applicant: Ken Philp, 9497 San Paulo Circle, Elk Grove, CA, 95642
Project Location: APN: 072-0550-011, 3791 Recycle Road.

Principal Planner Bill Campbell presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to deny the request to modify the approved design for Project No. RC-04-082. Chair Smith opened the public hearing and took testimony from Ken Phelp and Bill Moore, project Applicants.

The Commissioners had the following concerns and comments:

- Did the fire department have concerns about the fire door being blocked by the architectural feature when the project application was originally submitted? No.
- Where is the fire door? It's behind and to the left of the feature.
- When the projects were initially approved by City Council, were there any issues or concerns at that time for a desire to plant trees instead of the architectural feature? No.
- Is the fire door a door into the fire riser? Yes.
- Were alternative designs submitted to staff to be considered? Yes and it was reviewed by staff, but not supported.

The Commissioners felt staff and the representative for the project adequately addressed the above concerns and comments.

Action:

Motion: Vice Chair Vance moved, seconded by Commissioner Wentz to recommend the Planning Commission forward a recommendation to the City Council to deny the request to modify the approved design for Project Nos. RC-04-082 and RC-04-084.

Roll Call Vote on the Motions:

AYES:	Burke, Konarski, Moe, Savorn, Smith, Vance, Wentz
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

There being 7 Ayes, 0 Noes, 0 Abstains and 0 Absentees, the motions are hereby declared to be passed.

G-J. **Consideration of the Conditional Use Permit for 3791, 3781, 3806 and 3811 RECYCLE ROAD– Project Nos. RC-04-127 thru RC-04-130:**

Request: Applicant is requesting a Conditional Use Permit to allow auto dismantling use in the South Sunrise Special Planning Area / M2 (Heavy Industrial) zone.
Project Applicant: Ken Philp, 9497 San Paulo Circle, Elk Grove, CA, 95642
Project Location: APN: 072-0550-011, 3791 Recycle Road.

Assistant Planner Kathleen Franklin presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to find the project is Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act Guidelines (CEQA) and adopt a resolution approving the Conditional Use Permit for Project Nos. RC-04-127, RC-04-128, RC-04-129 and RC-04-130, subject to the Findings, Evidence, and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Ken Philp, project Applicant.

The Commissioners had the following concerns and comments:

- Does the City foresee recycling on Sunrise Blvd. or will it be moved? There has been no decision made at this point, but there have been discussions.
- Will masonry walls be placed on property lines not adjacent to properties with auto recycling? Yes.
- How far out does the floodplain come out onto the property? 5 to 6 feet.

The Commissioners felt staff and the representative for the project adequately addressed the above concerns and comments.

RESOLUTION NO. 62-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR 3791 RECYCLE ROAD PROJECT # RC-04-082

WHEREAS, Ken Philp, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for construction of a new metal building to be located at 3791 Recycle Road (Assessor's Parcel Number 072-0550-011); and

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

WHEREAS, the project is Categorically Exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15332, In-Fill Development Projects; 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 Design Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings

1. CEQA

1. Finding: Find that the project is exempt from review under the California Environmental Quality Act (CEQA) subject to Section 115332, In-fill projects of the CEQA Guidelines.

   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. DESIGN REVIEW

   Finding:

   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.

Evidence

a. The buildings are metal buildings, similar to existing buildings in the area that consist of durable and maintainable materials. The buildings are all similar in style; however, the applicant has agreed to create some diversity through use of color, landscaping, and added architectural features.
b. The Industrial buildings will maintain human scale and interest through use of awnings, well placed windows, color, landscaping, and added architectural features.
c,d,e,f. The applicant has agreed to variations in color, and architectural features to create varied relief of the façade and create interest in an area where the majority of the buildings are similar in appearance. Landscaping will be used to create variety and help soften the look of the buildings. The building siding at 3791 Recycle Road will have the "PBA' profile. The color of the body of the building will be "Desert Sand"; the canopy roof will be Gallery Blue; the trim on the canopy will be "Desert Sand". The building front will have an architectural feature between the awnings.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of May, 2004.

AYES: McGarvey, Cooley, Skoglund, Sander, Budge
NOES: None
ABSENT: None
ABSTAIN: None

LINDA BUDGE, MAYOR

ATTEST:

LILLIAN HARE, CITY CLERK

Exhibit A

RECYCLE ROAD PROJECT

3791 RECYCLE ROAD

RANCHO CORDOVA, CALIFORNIA

A.P.N. 072-0550-011

DESIGN REVIEW
APPLICATION NO. RC

ABBREVIATIONS

SYMBOLS

ELECTRICAL:

- SINGLE POLE SWITCH
- THREE WAY SWITCH
- RHEOSTAT CONTROLLED SWITCH (DIMMER)
- 110V. DUPLEX OUTLET
- 110V. DUPLEX OUTLET- 1/2 SWITCH CONTROLLED
- 110V. DUPLEX OUTLET- GROUND FAULT WEATHERPROOF W/ INTERRUPTOR
- 220V. OUTLET
- SPECIAL OUTLET BOX
- WALL HUNG LIGHT FIXTURE
- CEILING HUNG LIGHT FIXTURE
- CEILING HUNG FIXTURE W/ PULL SWITCH
- TELEPHONE OUTLET
- TELEVISION JACK
- J-BOX
- RECESSED LIGHT
- EXHAUST FAN

ARCHITECTURAL:

- EARTH IN SECTION
- ROCK OR GRAVEL IN SECTION
- CONCRETE IN SECTION
- MASONRY IN SECTION
- CONTINUOS WOOD MEMBER
- WOOD BLOCKING
- PLYWOOD IN SECTION
- FINISH WOOD TRIM

LEGEND

- 5 SHEET NUMBER
- SECTION NUMBER SHEET WHERE DRAWING CAN BE FOUND
- ELEVATION NUMBER SHEET WHERE DRAWING CAN BE FOUND
- DETAIL NUMBER SHEET NUMBER
- GRID COORDINATE SYMBOL
- WORK, CONTROL, OR DATUM POINT
- NOTE NUMBER
- DOOR NUMBER
- WINDOW NUMBER
- REVISION NUMBER

CONSULTANTS

CONSULTANT	ADDRESS & TELEPHONE	CONTACT
ARCHITECT:		
CIVIL ENGINEER:		
STRUCTURAL ENGINEER:		
MECHANICAL:		
ELECTRICAL:		
LANDSCAPE ARCHITECT		

DRAWING INDEX

DEVELOPMENT PLAN/DESIGN REVIEW

T-1 COVER SHEET

ARCHITECTURAL PLANS

A-1 MASTER SITE PLAN, AND MISC. NOTES
A-2 FLOOR PLAN & EXTERIOR ELEVATION
A-2.2 3791 RECYCLE ROAD SITE PLAN & SITE PHOTOMETRICS

LANDSCAPE PLANS

L-1 LANDSCAPE PLANS and NOTES

A.P.N. 072-0550-011

BUILDING SITE SUMMARY

JURISDICTION: CITY OF RANCHO CORDOVA
ZONING: M-2
CONSTRUCTION TYPE: V -N SPRINKLED
NUMBER OF STORIES: ONE
FIRE SPRINKLERS: YES
TOTAL SITE AREA: 57,934.8 S.F. (1.33 ACRES)
GROSS BUILDING AREA: 10,000 S.F.
BUILDING SITE COVERAGE: 17.26 %

BUILDING CODES USED:

1. The Contractor shall comply with State of California Title 24 and all State and local health and safty codes as listed below:

A. California Building Code, 2001 Edition.

B. Uniform Fire Code, 1998 Edition and California Fire Code. 2001 Edition.

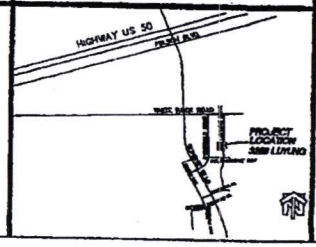
C. National Electrical Code, 1999 Edition.

D. Uniform Plumbing Code, 1997 Edition.

E. The Uniform Mechanical Code, 1997 Edition

F. The American Disabled Act (ADA) and the California Disabled Access Regulations.

VICINITY MAP



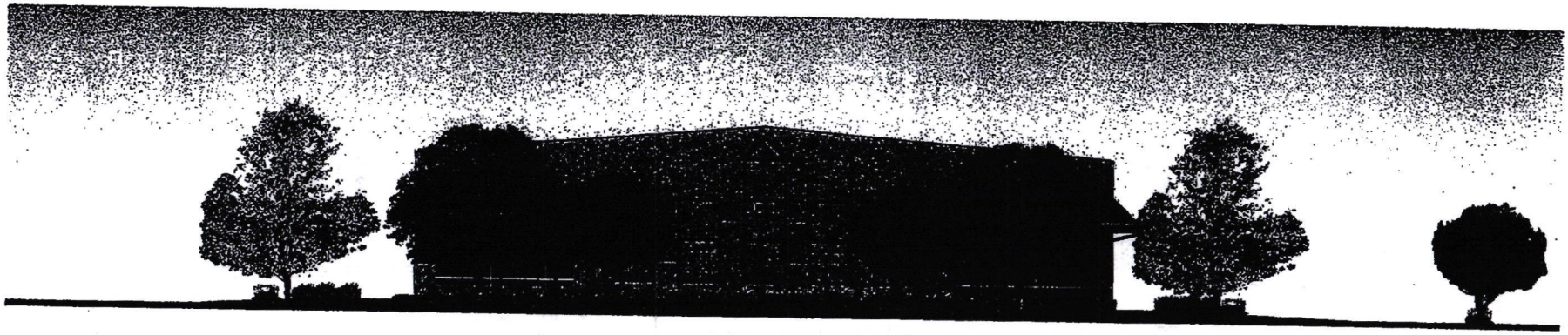
CONSULTA
REVISION

Bud Goldberg Architect

WAREHOUSE BUILDING
3791 RECYCLE ROAD

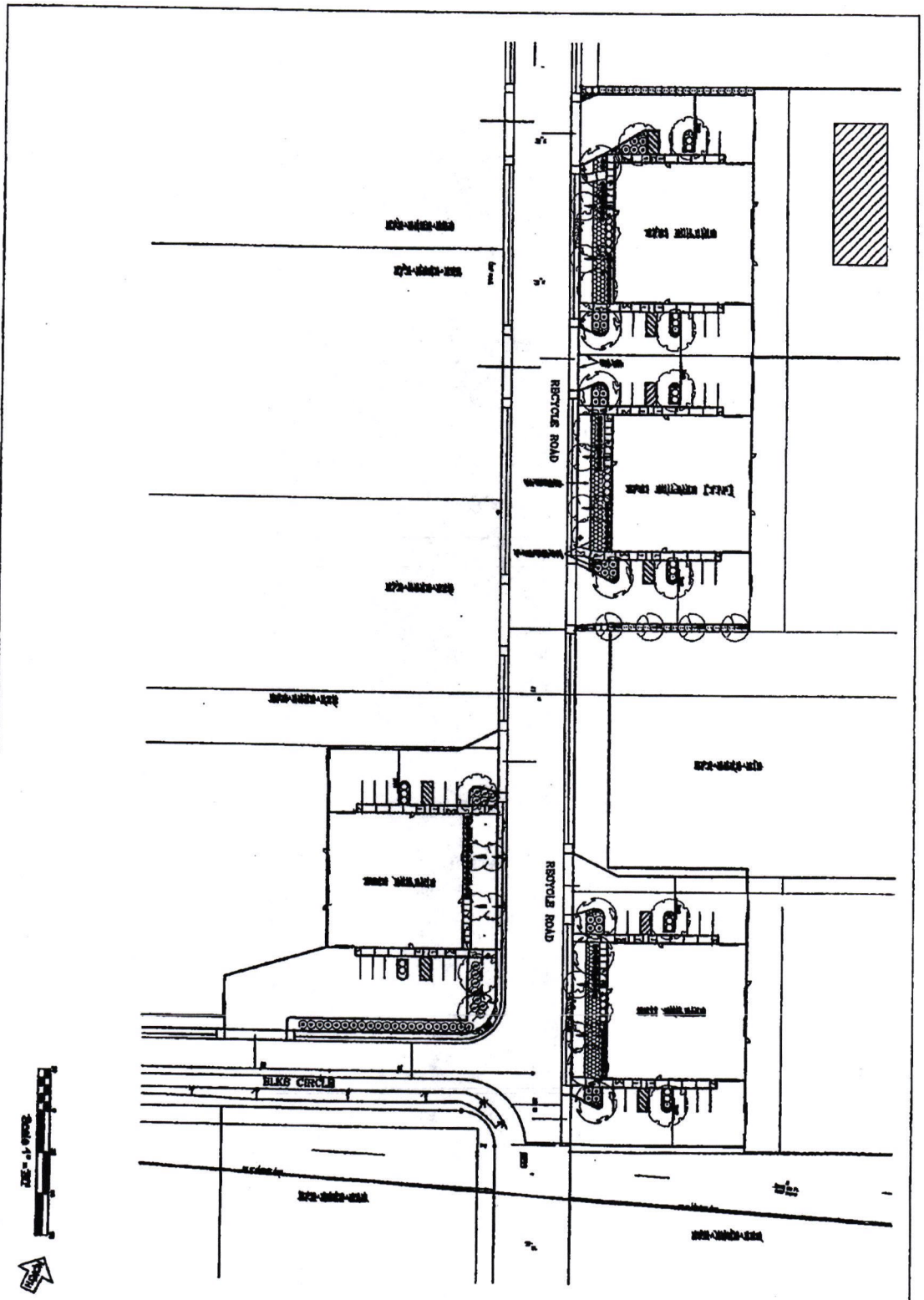
COVER SHEET
DARN MOORE + ASSOC.
GENERAL CONTRACTOR

T-1



PRELIMINARY WEST ELEVATION - BLDG. 3701

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



PRELIMINARY PLANTING SITE PLAN

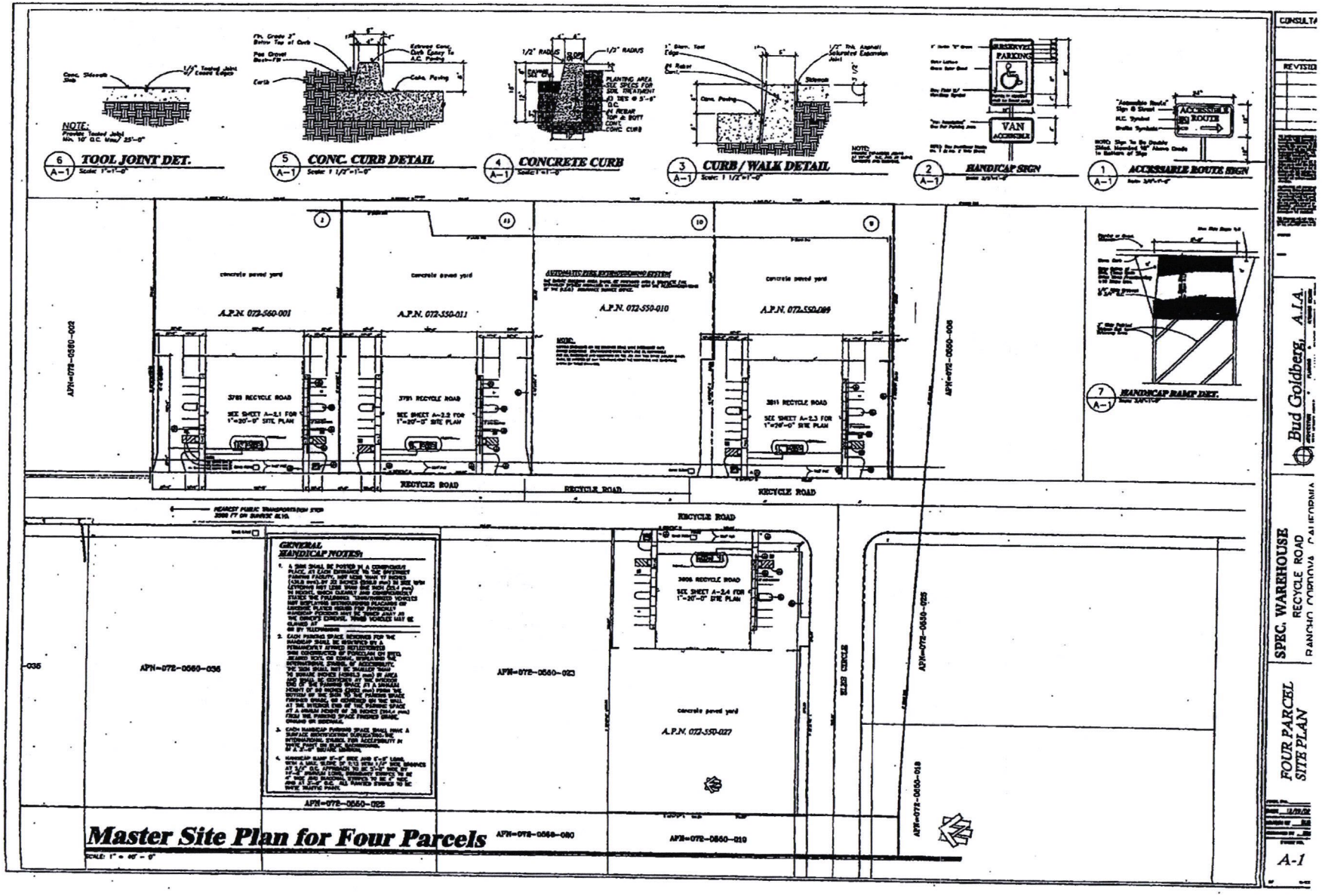
April 26, 2005

PL

RECYCLE ROAD 4 BLDS
3781, 3791, 3811
Recycle Road
Rancho Cordova, CA

Landscape Visions, Inc.

RECYCLE ROAD
RECYCLE ROAD
RECYCLE ROAD
PLANT LEGEND
PLANT LEGEND
PL



CONSULTA

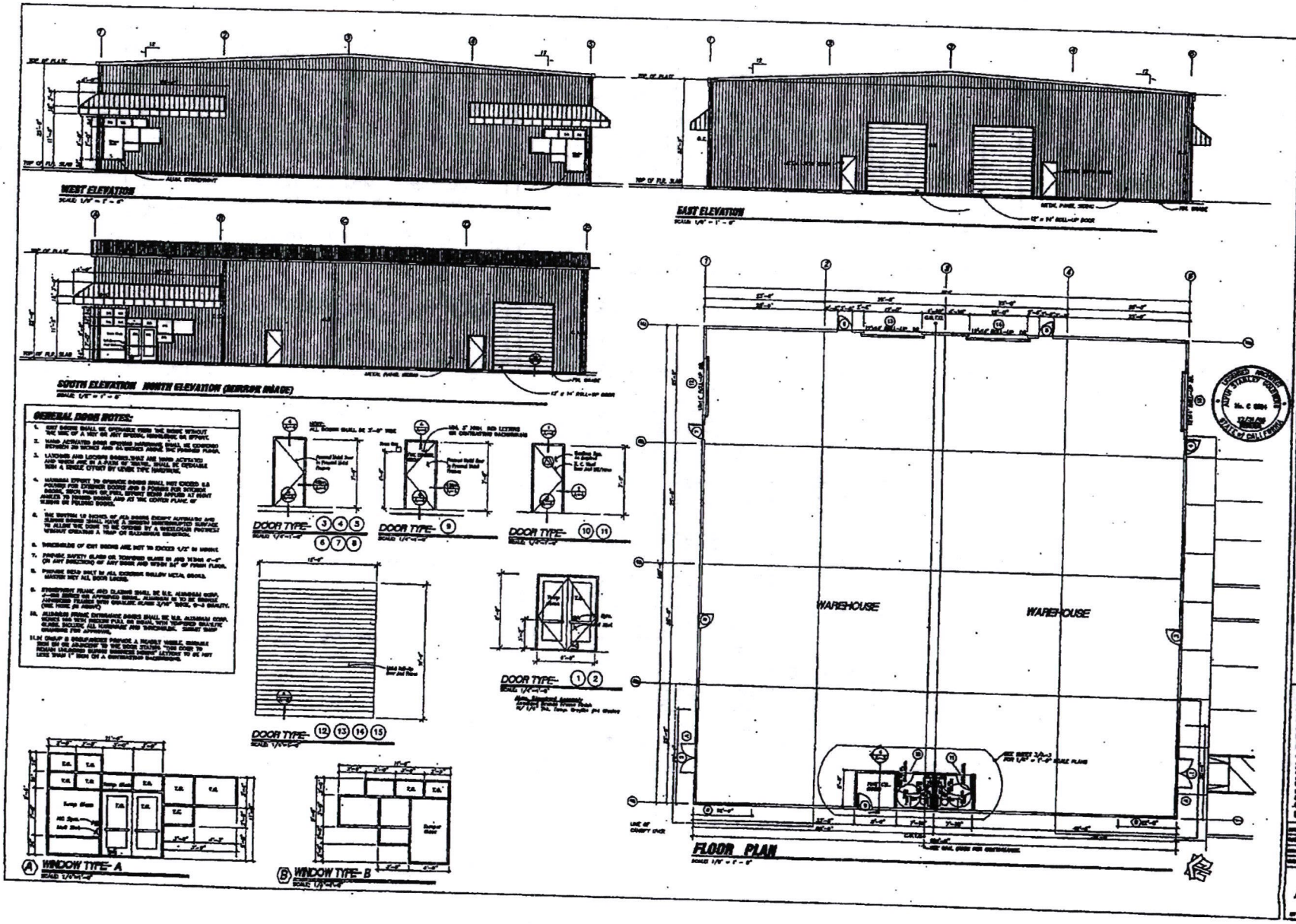
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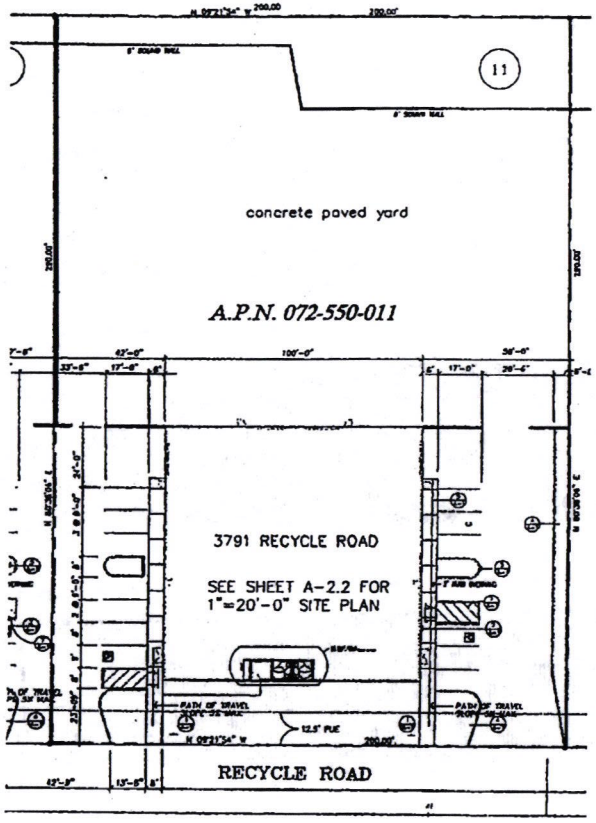
Bud Goldberg, A.I.A.

SPEC. WAREHOUSE
RECYCLE ROAD
RANCHO CORDOVA, CALIFORNIA

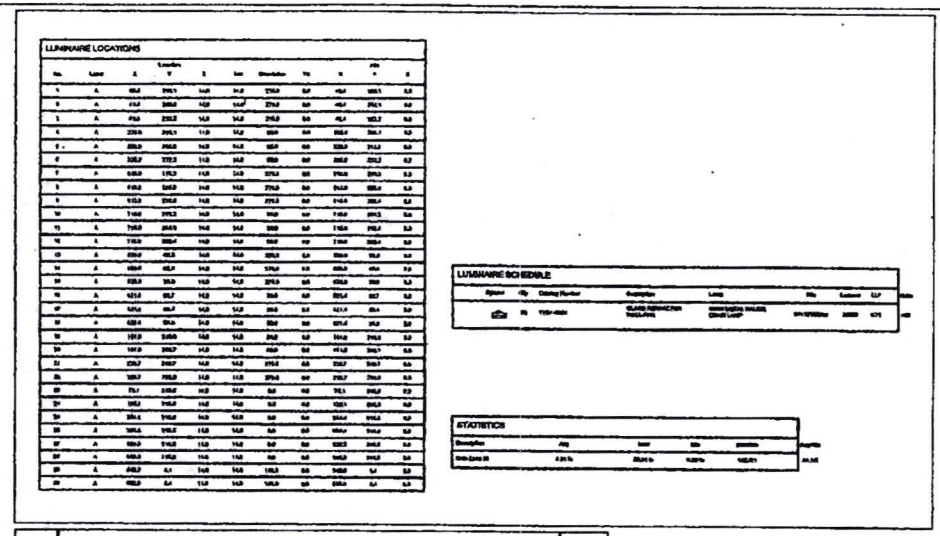
FOUR PARCEL
SITE PLAN

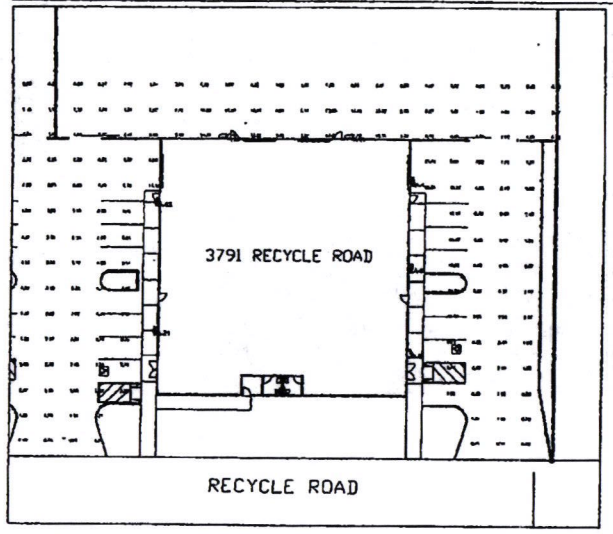
A-1


WEST ELEVATION
EAST ELEVATION
SOUTH ELEVATION
NORTH ELEVATION (MIRROR IMAGE)
GENERAL DOOR NOTES:
DOOR TYPE- 3 4 5 6 7 8
DOOR TYPE- 9
DOOR TYPE- 10 11
DOOR TYPE- 12 13 14 15
DOOR TYPE- 1 2
WAREHOUSE
WAREHOUSE
FLOOR PLAN
A WINDOW TYPE- A
B WINDOW TYPE- B
Bud Goldberg, Architect
WAREHOUSE BUILDING
RECYCLE ROAD
FLOOR PLAN & ELEVATIONS
DARIN MOORE & ASSOC.
A-2



SITE PLAN FOR 3791 RECYCLE ROAD
SCALE: 1" = 20' - 0"





PHOTOMETERICS FOR 3791 RECYCLE ROAD
SCALE: 1" = 20' - 0"

CONSULTAN

REVISIONS

Bud Goldberg, A.I.A.

SPEC. WAREHOUSE
RECYCLE ROAD
RANCHO CORDOVA, CALIFORNIA

SITE PLAN
3791 RECYCLE ROAD

A-2.2

Conditions of Approval **EXHIBIT B**

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
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 applicant shall construct Recycle Road to the satisfaction of the Public Works Department and Sacramento Metro Fire District.	Prior to Building Permit	Fire and Public Works	
4.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	
5.	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	
6.	The building colors shall be Desert Sand for the walls, Gallery Blue for the canopies, and Desert Sand for the canopy trim.	At Building Permit	Planning	

	Prior to Occupancy Permit			
7.	Prior to the installation the applicant shall submit a landscape plan for approval by the Planning Director which includes trees to be planted along the eastern boundary of the site, outside the masonry wall on APN's 072-0560-001, 072-0550-011, 072-0550-010, and 072-0550-009	Prior to Occupancy	Planning	
8.	All landscaping shall be planted according to the approved landscape plans.	Prior to Occupancy	Planning	

RESOLUTION NO. 64-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR 3806 RECYCLE ROAD PROJECT # RC-04-084

WHEREAS, Ken Philp, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for construction of a new metal building to be located at 3806 Recycle Road (Assessor's Parcel Number 072-0550-027); and

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

WHEREAS, the project is Categorically Exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15332, In-Fill Development Projects; 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 Design Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings

1. CEQA

1. Finding: Find that the project is exempt from review under the California Environmental Quality Act (CEQA) subject to Section 115332, In-fill projects of the CEQA Guidelines.

   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. DESIGN REVIEW

   Finding:
   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.

Evidence

a. The buildings are metal buildings, similar to existing buildings in the area that consist of durable and maintainable materials. The buildings are all similar in style; however, the applicant has agreed to create some diversity through use of color, landscaping, and added architectural features.
b. The Industrial buildings will maintain human scale and interest through use of awnings, well placed windows, color, landscaping, and added architectural features.
c,d,e,f. The applicant has agreed to variations in color, and architectural features to create varied relief of the façade and create interest in an area where the majority of the buildings are similar in appearance. Landscaping will be used to create variety and help soften the look of the buildings. The building siding at 3806 Recycle Road will have the "PBU' profile. The color of the body of the building will be "Burnished Slate"; the canopy roof will be Rusted Red; the trim on the canopy will be "Burnished Slate". The building front will have an architectural feature between the awnings.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of May, 2004.

AYES: McGarvey, Cooley, Skoglund, Sander, Budge
NOES: None
ABSENT: None
ABSTAIN: None

LINDA BUDGE, MAYOR

ATTEST:

LILLIAN HARE, CITY CLERK

Exhibit A

RECYCLE ROAD PROJECT

3806 RECYCLE ROAD

RANCHO CORDOVA, CALIFORNIA

A.P.N. 072-0550-027

DESIGN REVIEW
APPLICATION NO. RC

ABBREVIATIONS

SYMBOLS

ELECTRICAL:

- SINGLE POLE SWITCH
- THREE WAY SWITCH
- RHEOSTAT CONTROLLED SWITCH (DIMMER)
- 110V. DUPLEX OUTLET
- 110V. DUPLEX OUTLET-1/2 SWITCH CONTROLLED
- 110V. DUPLEX OUTLET-GROUND FAULT WEATHERPROOF W/ INTERRUPTOR
- 220V. OUTLET
- SPECIAL OUTLET BOX
- WALL HUNG LIGHT FIXTURE
- CEILING HUNG LIGHT FIXTURE
- CEILING HUNG FIXTURE W/ PULL SWITCH
- TELEPHONE OUTLET
- TELEVISION JACK
- J-BOX
- RECESSED LIGHT
- EXHAUST FAN

ARCHITECTURAL:

- EARTH IN SECTION
- ROCK OR GRAVEL IN SECTION
- CONCRETE IN SECTION
- MASONRY IN SECTION
- CONTINUOS WOOD MEMBER
- WOOD BLOCKING.
- PLYWOOD IN SECTION
- FINISH WOOD TRIM

LEGEND

- 5 SHEET NUMBER
- SECTION NUMBER SHEET WHERE DRAWING CAN BE FOUND
- ELEVATION NUMBER SHEET WHERE DRAWING CAN BE FOUND
- DETAIL NUMBER SHEET NUMBER
- (A) GRID COORDINATE SYMBOL
- WORK, CONTROL, OR DATUM POINT
- (5) NOTE NUMBER
- (E) DOOR NUMBER
- (W1) WINDOW NUMBER
- REVISION NUMBER

CONSULTANTS

CONSULTANT	ADDRESS & TELEPHONE	CONTACT
ARCHITECT:		
CIVIL ENGINEER		
CIVIL ENGINEER:		
STRUCTURAL ENGINEER:		
MECHANICAL:		
ELECTRICAL:		
LANDSCAPE ARCHITECT		

DRAWING INDEX

DEVELOPMENT PLAN/DESIGN REVIEW

T-1 COVER SHEET

ARCHITECTURAL PLANS

A-1 MASTER, SITE PLAN, AND MISC. NOTES
A-2 FLOOR PLAN & EXTERIOR ELEVATION
A-2.4 3806 RECYCLE ROAD SITE PLAN & SITE PHOTOMETRICS

LANDSCAPE PLANS

L-1 LANDSCAPE PLANS and NOTES

A.P.N. 072-0550-027

BUILDING SITE SUMMARY

JURISDICTION: CITY OF RANCHO CORDOVA
ZONING: M-2
CONSTRUCTION TYPE: V -N SPRINKLED
NUMBER OF STORIES: ONE
FIRE SPRINKLERS: YES
TOTAL SITE AREA: 62,726.4 S.F. (1.44 ACRES)
GROSS BUILDING AREA: 10,000 S.F.
BUILDING SITE COVERAGE: 15.94 %

BUILDING CODES USED:

1. The Contractor shall comply with State of California Title 24 and all State and local health and safty codes as listed below:

A. California Building Code, 2001 Edition.

B. Uniform Fire Code, 1998 Edition and California Fire Code, 2001 Edition.

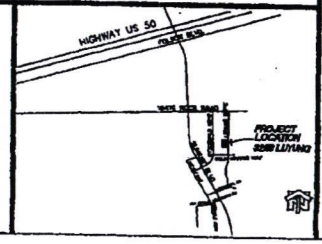
C. National Electrical Code, 1999 Edition.

D. Uniform Plumbing Code, 1997 Edition.

E. The Uniform Mechanical Code, 1997 Edition

F. The American Disabled Act (ADA) and the California Disabled Access Regulations.

VICINITY MAP



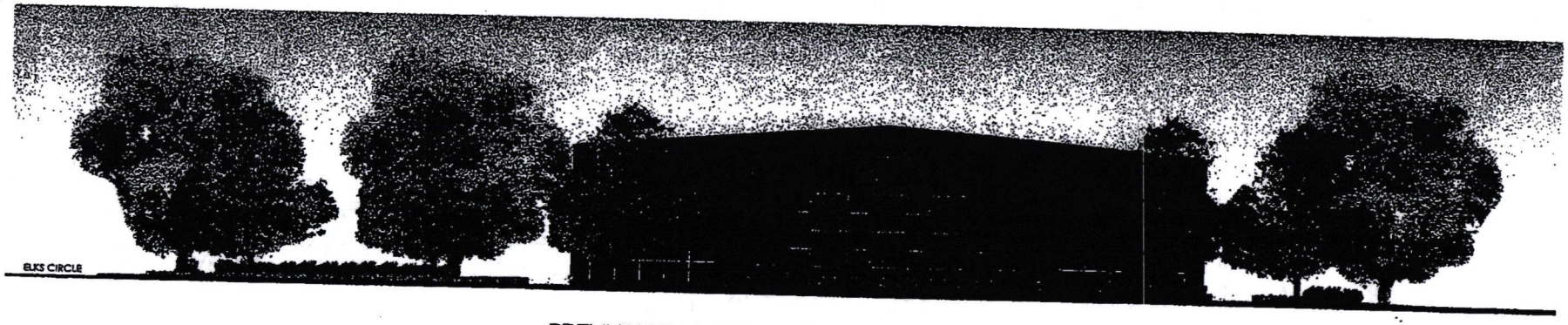
CONSULTA
REVISION

Bud Goldberg Architect

WAREHOUSE BUILDING
3806 RECYCLE ROAD

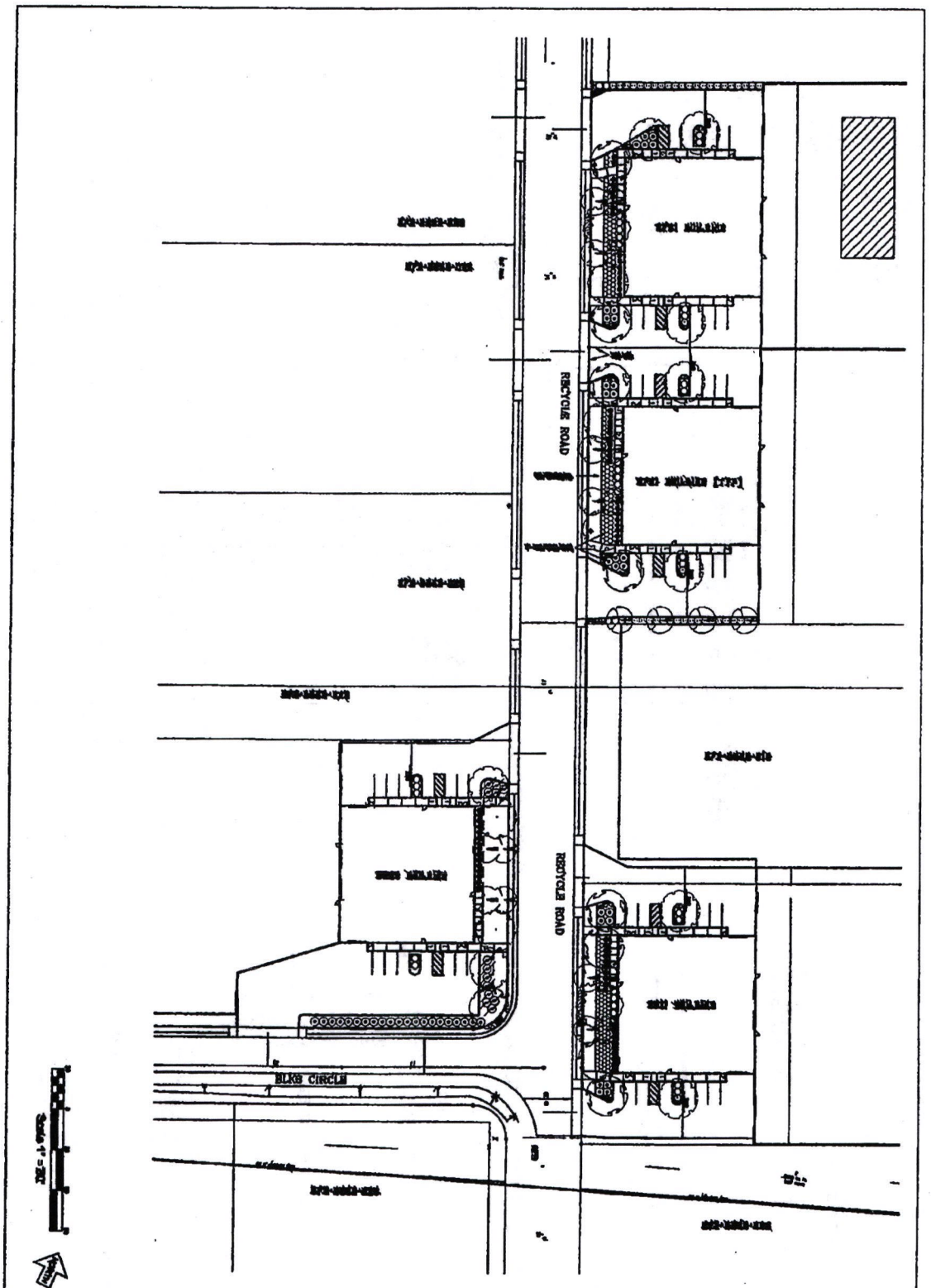
COVER SHEET
DARY MOORE + ASSOC.
CIVIL CONTRACTOR

T-1



PRELIMINARY EAST ELEVATION - BLDG. 3806

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



PL

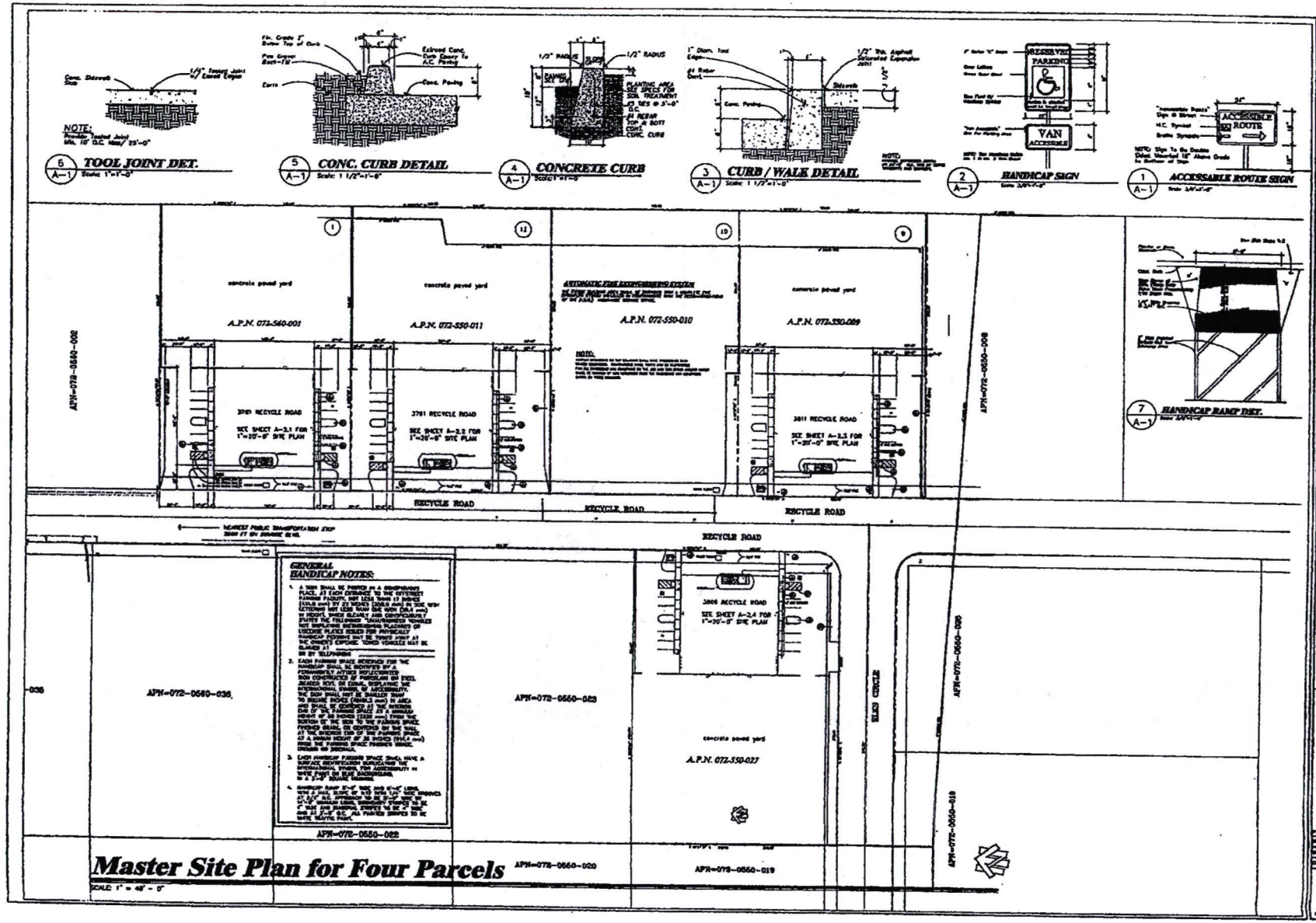
PRELIMINARY PLANTING SITE PLAN

April 26, 2006

RECYCLE ROAD 4 BLDS
3781, 3791, 3811
Recycle Road
Rancho Cordova, CA

Landscape Visions, Inc.

RECYCLE ROAD 4 BLDS
3781, 3791, 3811
Recycle Road
Rancho Cordova, CA
Landscape Visions, Inc.
PRELIMINARY PLANTING PLAN
April 29, 2004
PL
PLANT LEGEND
RECYCLE ROAD
RECYCLE ROAD
RECYCLE ROAD



CONSULTAI

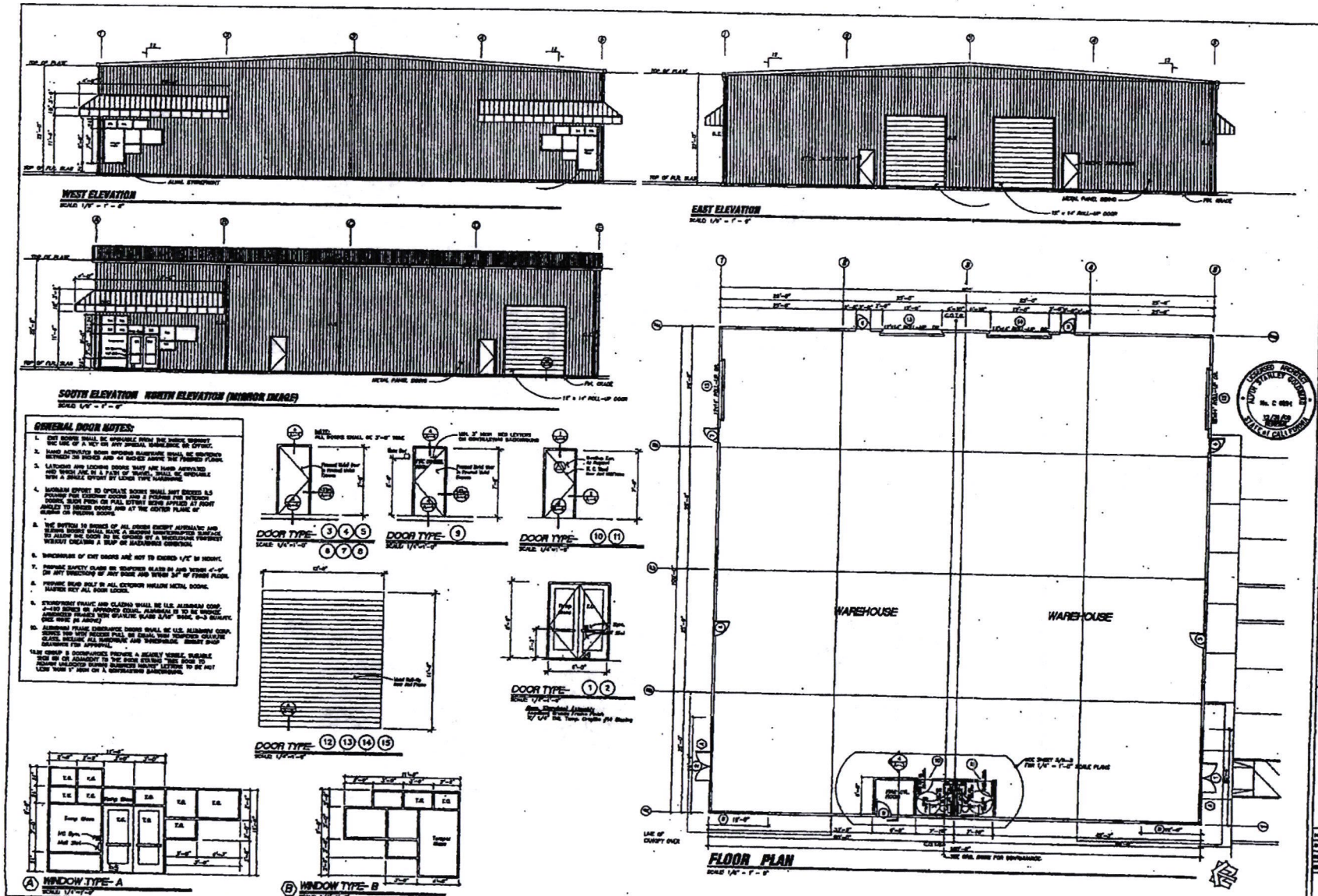
REVISION

Bud Goldberg, A.I.A.

SPEC. WAREHOUSE
RECYCLE ROAD
RANCHO CORDOVA, CALIFORNIA

FOUR PARCEL
SITE PLAN

A-1



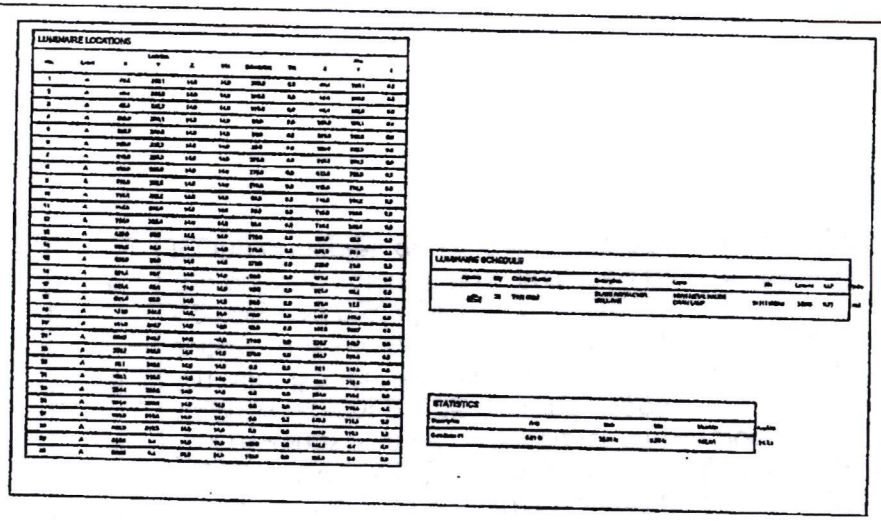
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REVISIO

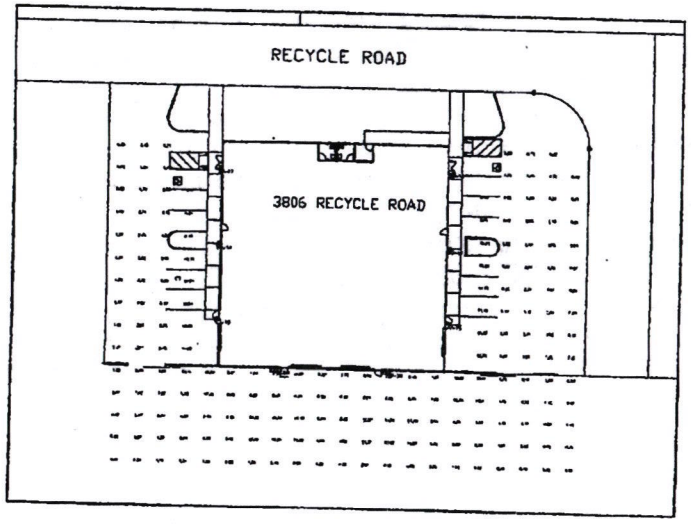
Bud Goldberg, Architect

WAREHOUSE BUILDING
RECYCLE ROAD

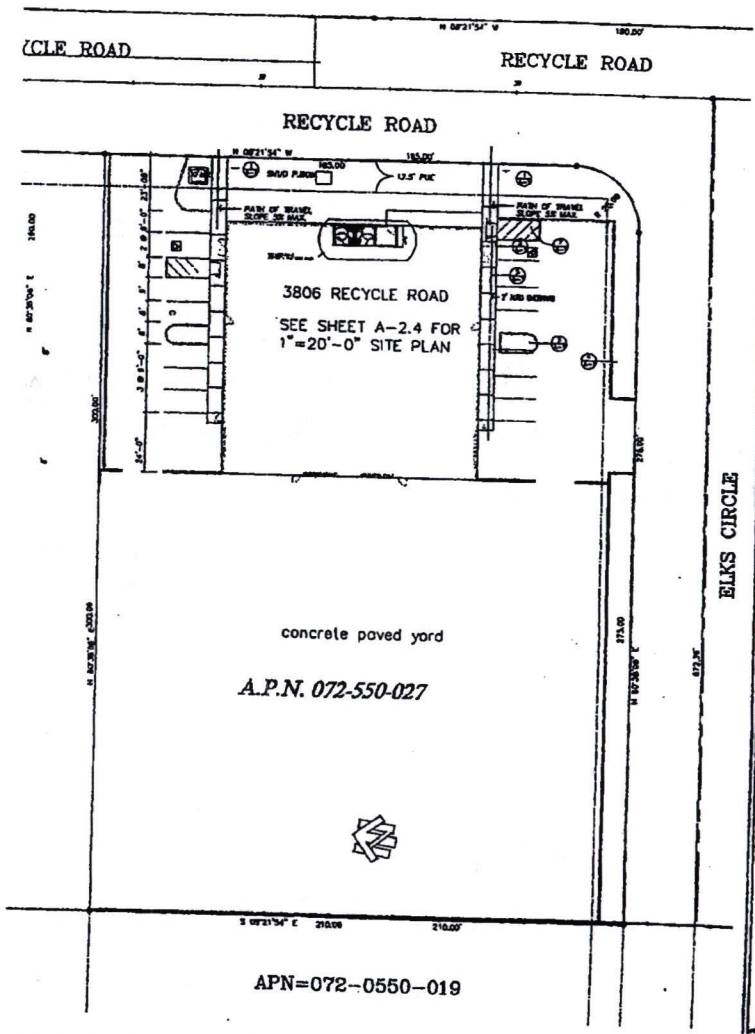
FLOOR PLAN & ELEVATIONS
DAUEN HOOSHT & ASSOC.

A-2





PHOTOMETERICS FOR 3806 RECYCLE ROAD



3806 RECYCLE SITE PLAN

CONSULTAN

REVISION

Bud Goldberg, A.I.A.

SPEC. WAREHOUSE
3811 RECYCLE ROAD
RANCHO CORDOVA, CALIFORNIA

SITE PLAN
3806 RECYCLE ROAD

A-2.4

Conditions of Approval

EXHIBIT B

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
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 applicant shall construct Recycle Road to the satisfaction of the Public Works Department and Sacramento Metro Fire District.	Prior to Building Permit	Fire and Public Works	
4.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	
5.	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	
6.	The building colors shall be Burnished Slate for the walls, Rusted Red for the canopies, and Burnished Slate for the canopy trim.	At Building Permit	Planning	

	Prior to Occupancy Permit			
7.	Prior to the installation the applicant shall submit a landscape plan for approval by the Planning Director which includes trees to be planted along the eastern boundary of the site, outside the masonry wall APN's 072-0560-001, 072-0550-011, 072-0550-010, and 072-0550-009on	Prior to Occupancy	Planning	
8.	All landscaping shall be planted according to the approved landscape plans.	Prior to Occupancy	Planning	

APG Properties, LLC
Bruce Risley
3780 Recycle Road
Rancho Cordova, CA 95742

Mr. Paul Junker, Planning Director
City of Rancho Cordova
3121 Gold Canal Dr.
Rancho Cordova, CA 95670

November 4, 2004

Re: Request for Design Review Revision
3791 and 3806 Recycle Road
Recycle Road Extension Project

Dear Mr. Junker,

We would like to request an amendment to the Design Review Approved by the Rancho Cordova City Council at the meeting, which took place on May 17, 2004.

We appreciate greatly the help we received from the Planning staff, who worked with us for an Option for City Council review. As we were asked by the Planning staff to consider an Architectural Feature on the above noted addresses, we envisioned a concept of "lattice" work in front of the buildings and believed that the exact design of the feature was to be determined at a later date. As a result, during meetings with staff we did not look ahead to potential problems that might arise as a result of this exact Architectural Feature. This metal Architecture Feature as approved has been found to be problematic for our project and we are requesting a revision to our design review approval.

When we initially went to a metal fabricator with the drawings, we were alerted in regards to the size of the steel structure and the fact that we would have to revise our construction plans to maintain our original safe design. We were informed that the architectural design scaled out to be 50 feet wide and 20 feet high as shown on the architect's drawings. At that time we reviewed this information with our contractors and found that there are several new concerns which are listed below;

- The structure would be blocking a fire door in the front of the building.
- The structure would interfere with our placement of our SMUD transformer.
- The placement of the back flow valve system as approved by Sacramento Metro Fire is directly in the path of the architectural feature.

As we relayed this information to our insurance carrier they also voiced concerns of liability i.e. children climbing on it. They were also concerned with the fact that it could be a fire fighting obstruction with or without vegetation growing on it, by potentially not being able to directly access the front of the building.

It is our belief that, as long time business community members, we have the same goals in mind as the City of Rancho Cordova. We want to improve the business area in which we reside and construct sound, architecturally appealing buildings that fit into the community's plans for the future. The items not only benefit the community as a whole, but also property owners like ourselves. With that in mind, and the concerns listed

above, we set out to find an new solution to help upgrade the look of the fronts of these two buildings knowing that one of the goals of the Planning Department was to "break up" the vast expanse on these buildings between the awnings on the front to improve the view from Recycle Road as well as from Sunrise Blvd. (the rear of 3791 Recycle Road faces Sunrise Blvd). We met with Planning Staff members as well as several other City officials, including City Council members to review design options and to get as much feedback as possible to find the best solution. Items discussed were (1) a re-design of the current structure, (2) replacing the structure with a "false front" on these buildings, and (3) replacing the structure with landscaping items (a group of three Birch trees that will grow tall quickly and add to the beauty of the approved landscaping). After much review and discussion it is our belief that the third option of adding a group of Birch trees would address all of our current concerns best while still addressing the original concerns of the planning staff.

We have enclosed copies of a new landscape site plan for your consideration and review. Please note that this revised landscape plan also includes the redwood trees along the Easterly sound wall of the project which was one of our original conditions of approval. Additionally, please note that all other items of the design review as approved by the Planning Department and the City Council remain unchanged. Also enclosed you will find and artist's rendering of our proposed change and pictures of buildings currently residing on Recycle Road of identical design, with the exception of the pre-selected colors as approved to show the look of these building with no architectural feature.

We would appreciate it if you would advise us of our next steps in order to proceed with construction as soon as possible. Please note we have submitted an Planning Application along with a deposit check of $2,000.00 at the request of Bill Campbell, in your department. If you have any questions, you can either reach me at 524-0752, or Ken Philp at 638-8886.

Respectfully Submitted,

Bruce Risley
APG Properties, LLC

Cc: Rancho Cordova City Council Members

Enc: Landscape Plan, Pictures, and Artist's Rendering

Attachment 7

Boeing Company
Elks Cir
Elks Cir
Rancho Cordova, CA 95742

Hutnick Marsha L & William A Carroll & k
3427 California Ave

Carmichael, CA 95608

Spence Bob F & Corinne S
1165 Investment Blvd
Eldoradohills, CA 95762

Sacramento Viking & Ken Philp
3780 Recycle Rd Ste 1
Rancho Cordova, CA 95742

Elks Rancho Cordova Lodge
P.O. Box 204
Rancho Cordova, CA 95742

Cordova Enterprises
11450 Elks Cir
Rancho Cordova, CA 95742

Gooder Daniel L
11451 Elks Cir
Rancho Cordova , CA 95742

Clarksons California Properties
11426 Elks Cir
Rancho Cordova, CA 95742

United States of America
50 United Nations Plz
San Fransico, CA 94102

McDonald Properties
11460 Elks Cir
Rancho Cordova, CA 95742

Moore, Darin
3527 Recycle Rd
Rancho Cordova, CA 95742

M/M Dev
3527 Recycle Rd
Rancho Cordova, CA 95742

Jones Family Trust & Louise E Jones III & Rebecca S Jones
1601 Response Rd #160
Sacramento, CA 95815

Charles C Weisch Revocable Living Trust
2012 Empire Mine Cir
Gold River, CA 95670

Cordova Recreation & Park Dist
2197 Chase Dr
Rancho Cordova, CA 95670

MA Diep Kim
11492 Refinement Rd
Rancho Cordova, CA 95742

Ma Nag K & Van T M & Diep K & Loan
11492 Refinement Rd
Rancho Cordova, CA 95742

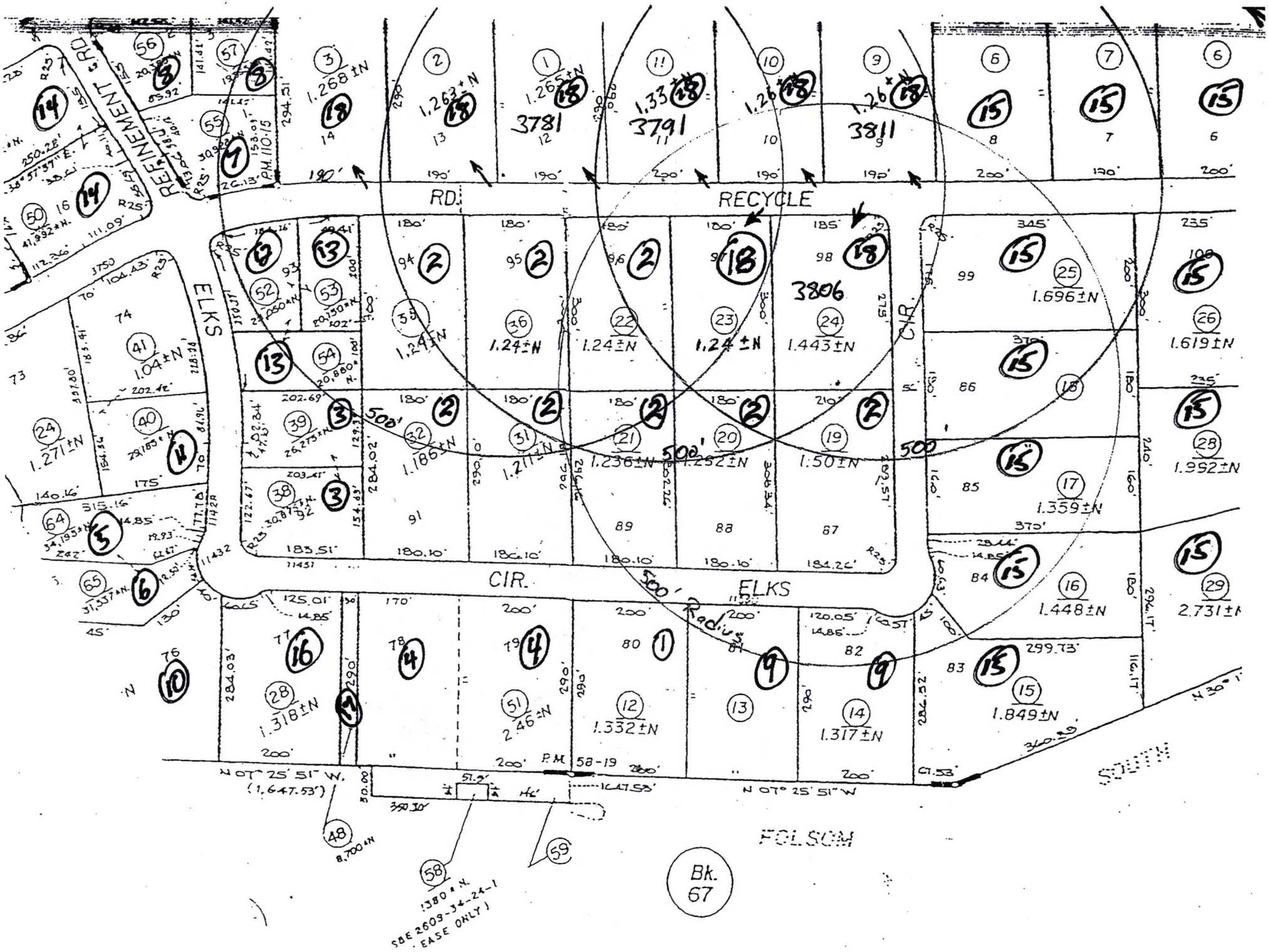
Jones, Louise E III & Rebecca S
1601 Response Rd #160
Sacramento, CA 95815

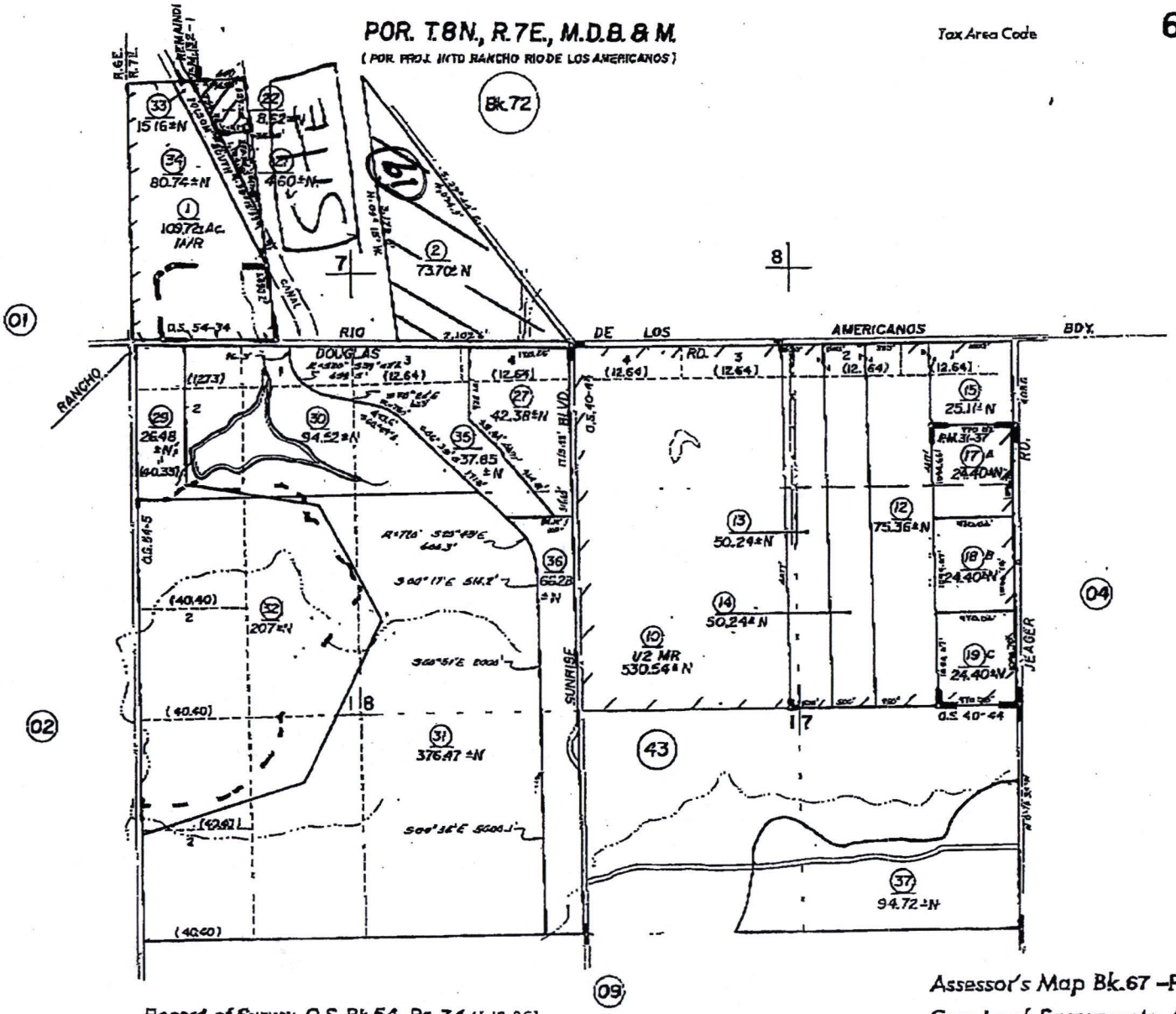
Sacramento Viking, Philp, Moore, Glover, Rosenfeld
Dba: APG Properties, LLC
3780 Recycle Road Ste 1
Rancho Cordova, CA 95742

Folsom Cordova Unified School Dist
1091 Coloma St
Folsom, CA 95630

Donald E Strassburg Family Living Trust
3755 Omec Cir
Rancho Cordova, CA 95742

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1.265±N
1.33±N
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2.46±N
1.332±N
1.317±N
1.849±N
8.700±N
1.380±N
SOE 2609-J4-24-1
EASE ONLY)
N 0°25'51" W. (1,647.53')
N 0°25'51" W
P.M. 58-19
FOLSOM
SOUTH
Bk. 67



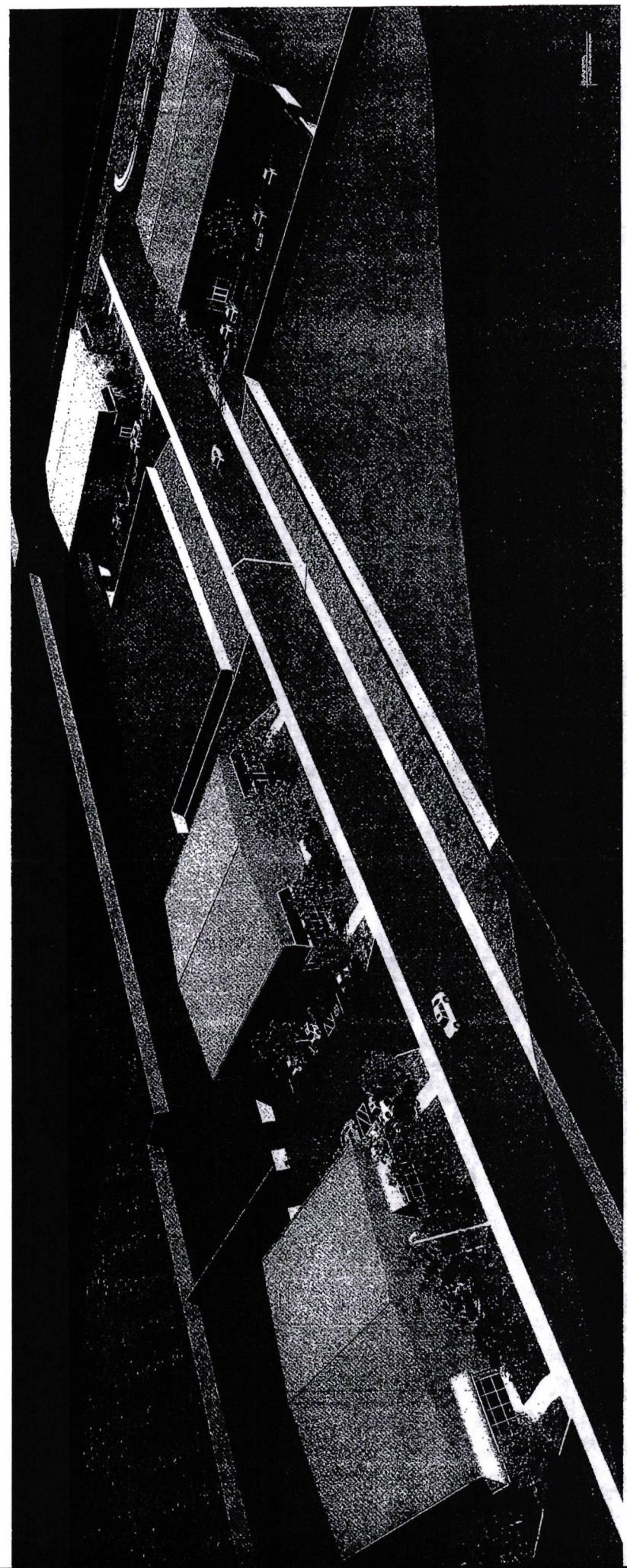
Record of Survey, O.S. Bk.54, Pg. 34 (1-10-96)
Record of Survey, O.S. Bk. 54, Pg. 5 (3-15-95)
Por. O.S. Bk. 40, Pg. 44 (3-28-86)

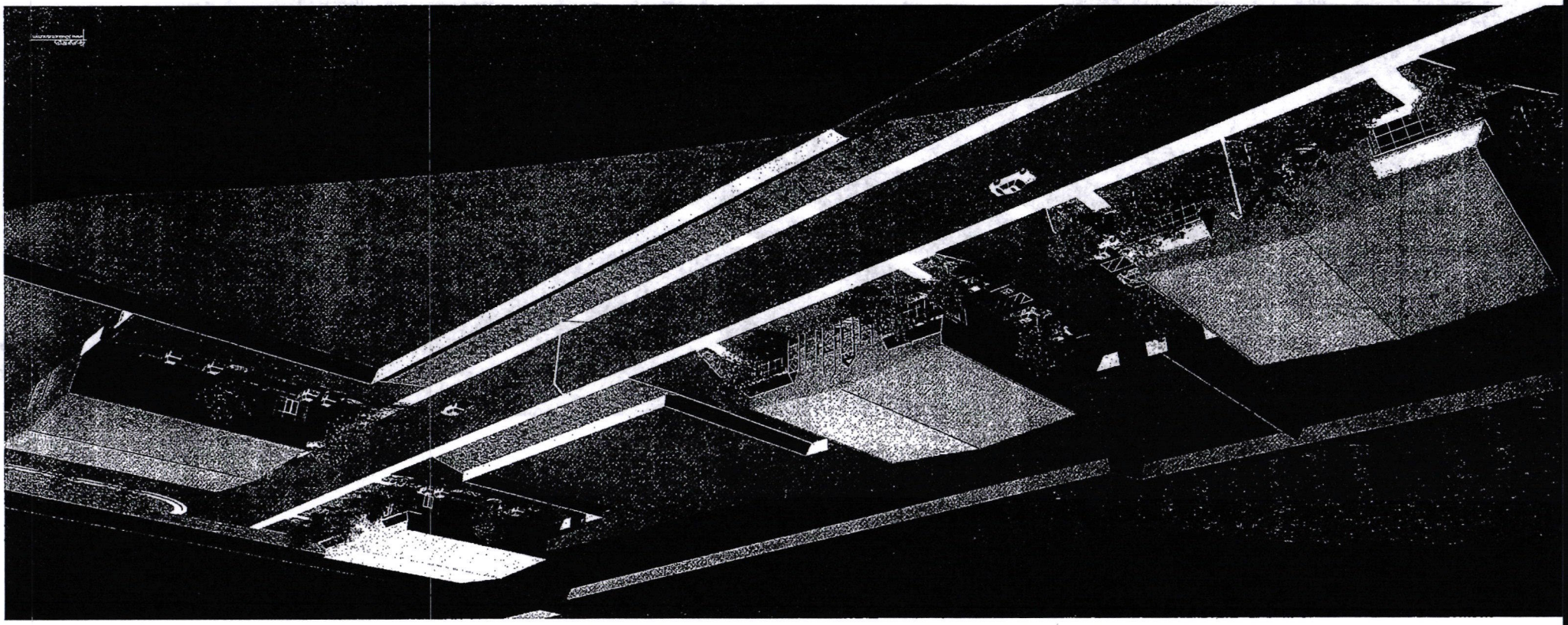
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

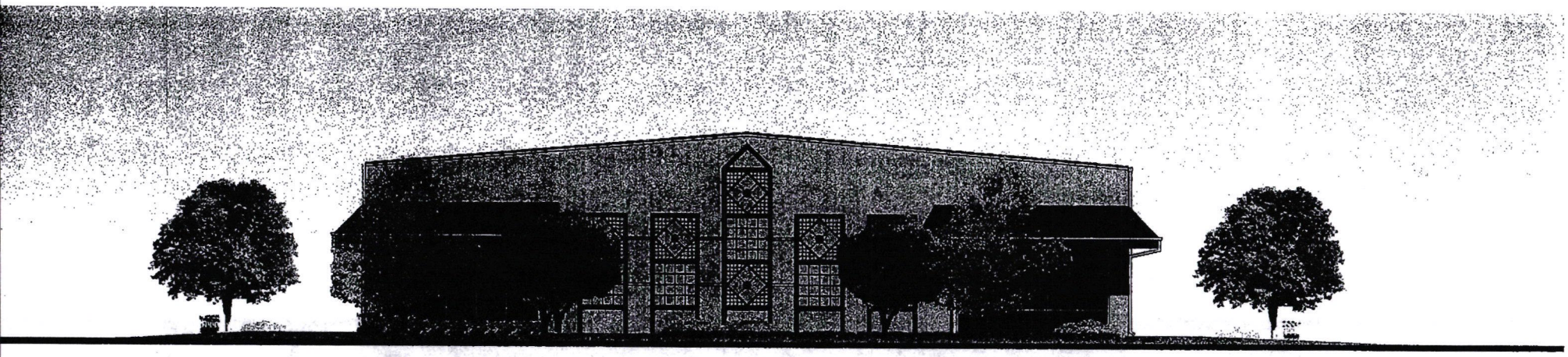
Assessor's Map Bk.67 –Pg.03
County of Sacramento, Calif.

JUL 1 0 2003

Attachment 8

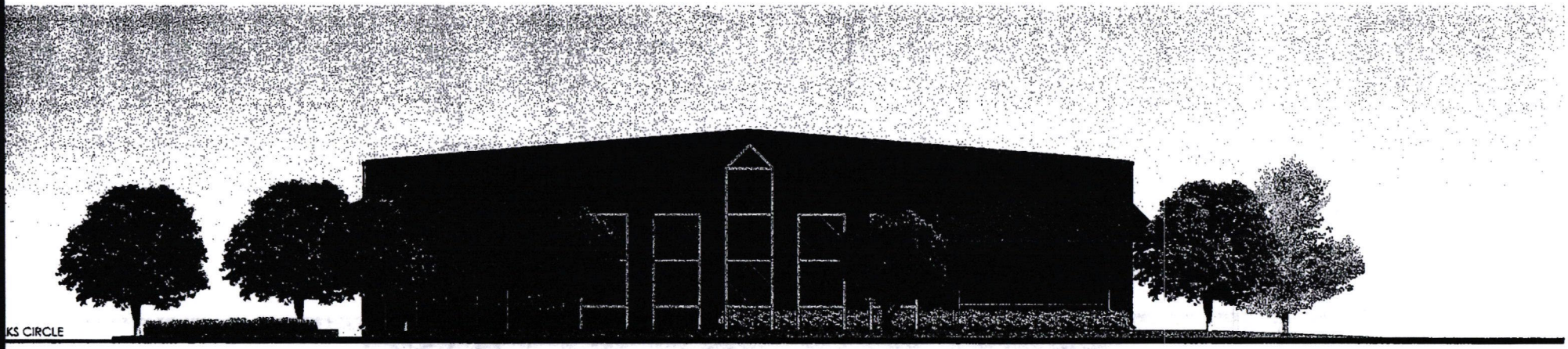






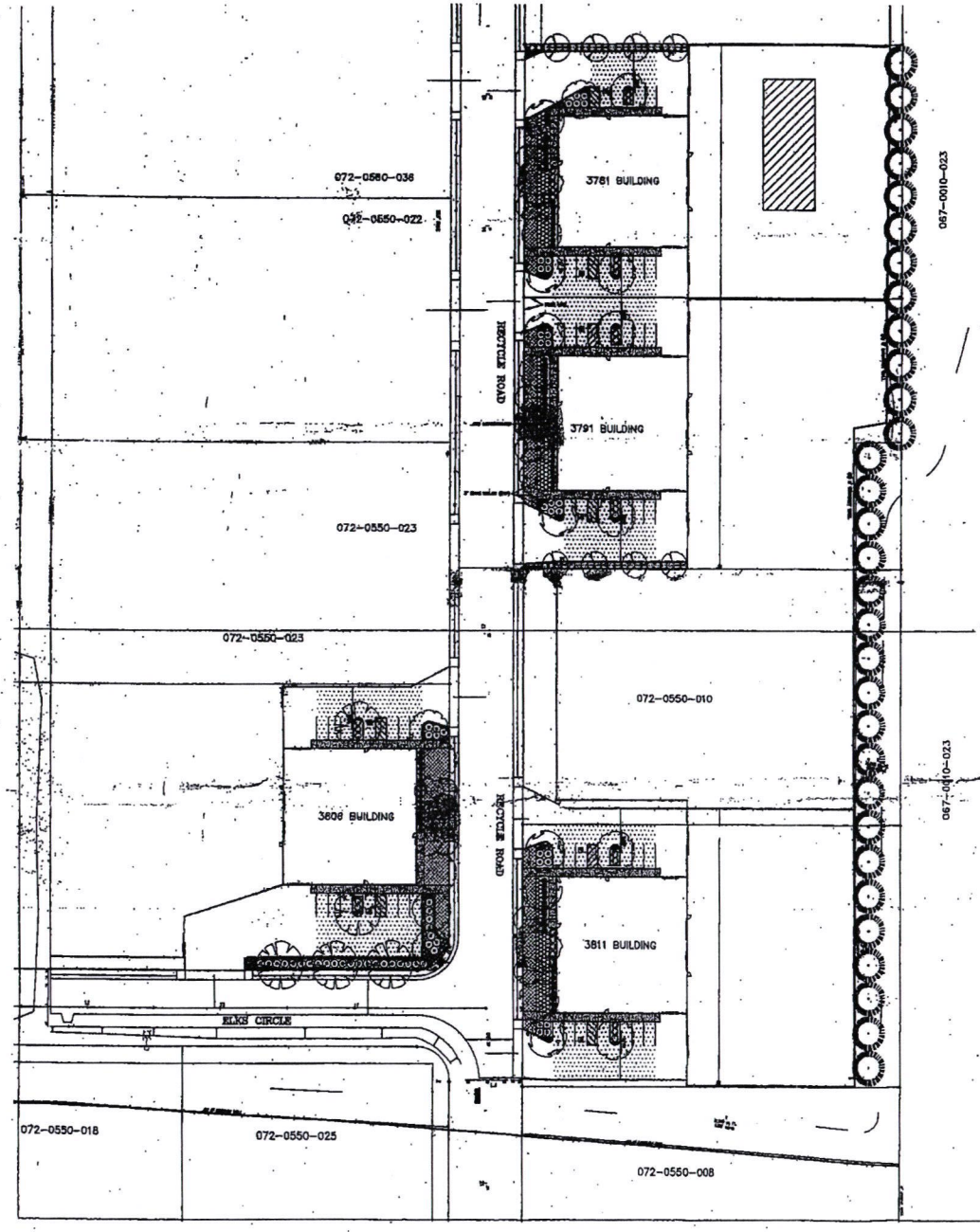
PRELIMINARY WEST ELEVATION - BLDG. 3791

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



PRELIMINARY EAST ELEVATION - BLDG. 3806

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



PLANT LEGEND

TREES						
Betula jacquemonti	Birch	Med	15 Gallon	6	Deciduous shade Tree	
Celtis sinensis	Chinese Hackberry	Low	15 Gallon	5	Deciduous shade tree	
Lagerstroemia Tuscarora	Crape Myrtle	Low	15 Gallon	24	Deciduous Accent Tree	
Pistachia chinensis	Chinese Pistache	Low	15 Gallon	16	Deciduous shade tree	
Pyrus calleryana Aristocrat	Aristocrat Pear	Med	15 Gallon	8	Deciduous shade tree	
Quercus suber	Cork Oak	Low	15 Gallon	2	Evergreen shade tree	
Sequoia Aptos Blue	Redwood	Med	15 Gallon	31	Evergreen screen tree	
SHRUBS						
Agapanthus Peter Pan	Lily of the Nile	Low	1 Gallon	67	Evergreen accent shrub	
Juniper v. Silver Spreader	Silver Spreader	Low	5 Gallon	13	Evergreen foundation shrub	
Leptospermum Ruby Glow	New Zealand Tea	Low	5 Gallon	41	Evergreen foundation shrub	
Rhaphiolepis Pink Lady	India Hawthorne	Low	5 Gallon	35	Evergreen foundation shrub	
Rosmarinus Tuscan Blue	Rosemary	Low	5 Gallon	47	Evergreen foundation shrub	
Viburnum Spring Bouquet	Spring Bouquet	Low	5 Gallon	71	Evergreen foundation shrub	
GROUND COVER						
Gazania Yellow	NCN	Low	Flats	12" OC	Evergreen groundcover	
Myoporum parvifolium	NCN	Low	1 Gallon	36" OC	Evergreen ground cover	
Turf type tall fescue	Turf	High	Sod	2490 sq'		

Scale 1" = 40'

NORTH

Landscape Visions, Inc.
Landscape Construction
11325 SUNRISE GOLD CIRCLE SUITE A
RANCHO CORDOVA, CA 95742
PHONE (916) 635-3494

RECYCLE ROAD 4 BLDGS
3781, 3791, 3811, 3806
Recycle Road
Rancho Cordova, CA

DESIGN BUILD CONSULTANTS SIGNATURE

ERIC SWANSON, LANDSCAPE VISIONS, INC.

DATE

REVISIONS Δ / ISSUES ○ DATE

ADDITIONAL TREES
10-29-04

Δ
Δ
Δ

PRELIMINARY PLANTING PLAN

April 29, 2004

PL

Memorandum

Date: **December 20, 2004**

To: **City Council**

From: **Kathleen Franklin, Assistant Planner**

Subject: **Sun Center Design Review**
RC-04-117

The City Council heard the above mentioned project at its December 6, 2004 meeting and continued the item requesting the applicant provide additional colored elevations to the Council. The Council desired to see the material colors prior to making a final determination on the Design Review for this project.

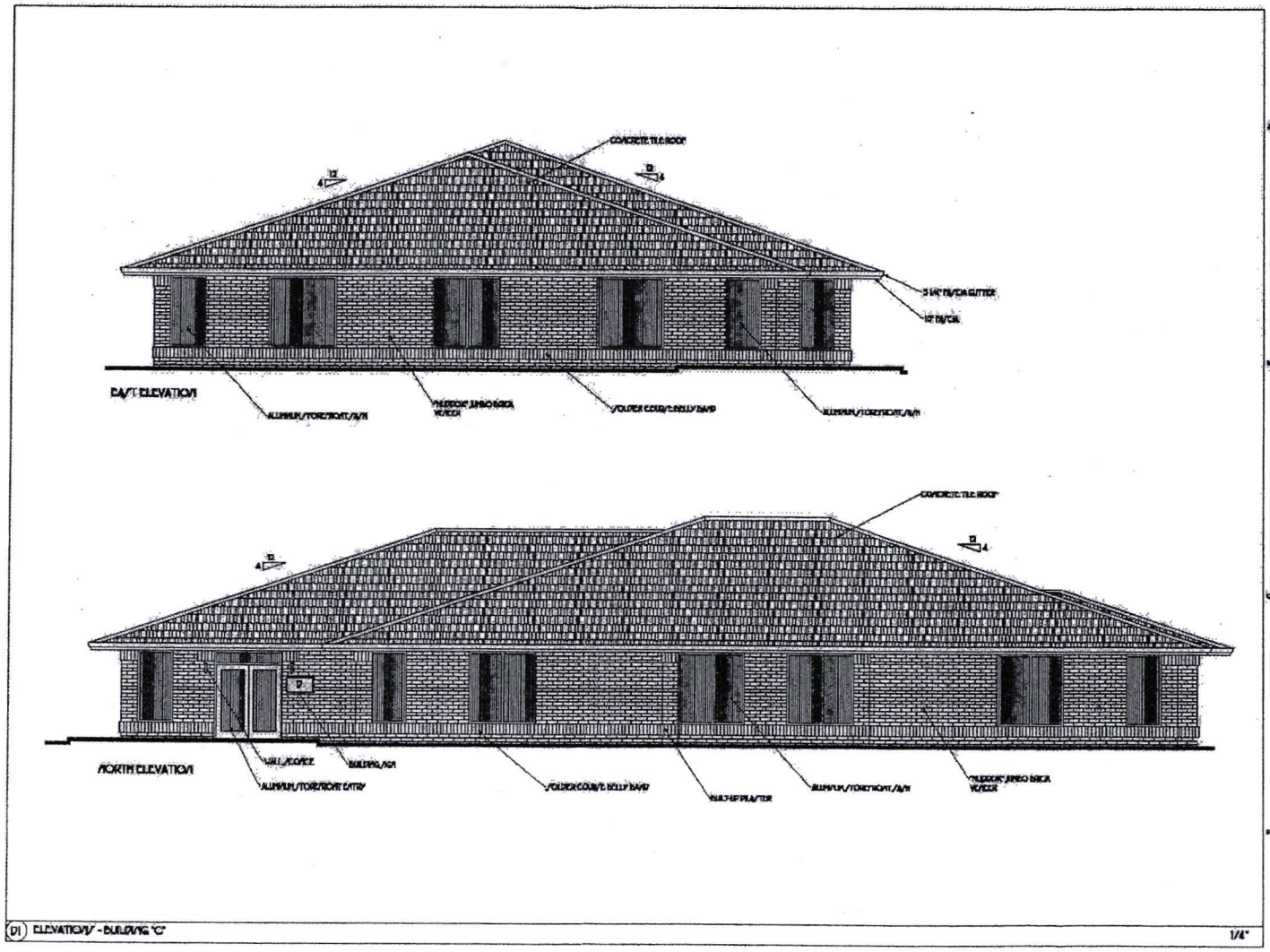
Staff alerted the applicant to the request of the City Council and new elevations have been provided that the applicant believes are clearer in their depiction of the differences of materials on the buildings. The applicant has provided a colored elevation. In addition, the applicant has stated that she will attend the meeting with an artists rendering of the project and will be available to answer any further questions the Council may have.

Attachments:

1. Enhanced Elevations
2. Colored Elevations
3. December 6, 2004 City Council Staff Report

AGENDA ITEM # 16

Attachment 1



(D1) ELEVATIONS - BUILDING "C" 1/4"

FORESTHILL DESIGN
101 ORANGE STREET
AUBURN, CA 95603
Tel: 530-906-1545
Fax: 530-885-6238

CLIENT

CONSULTANT

OWNER

Malonoy & Bell Inc.
Sun Center Project
Rancho Cordova, CA

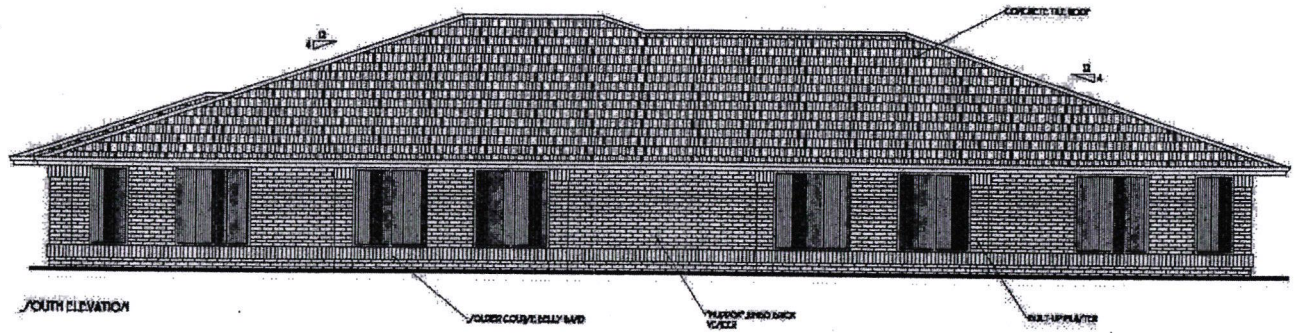
DRAWING CONTENTS
Building "C"

DWG BY: JOB NO. 0915
CHD BY: DATE: 9/9/08

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D1 ELEVATIONS - BUILDING "C"

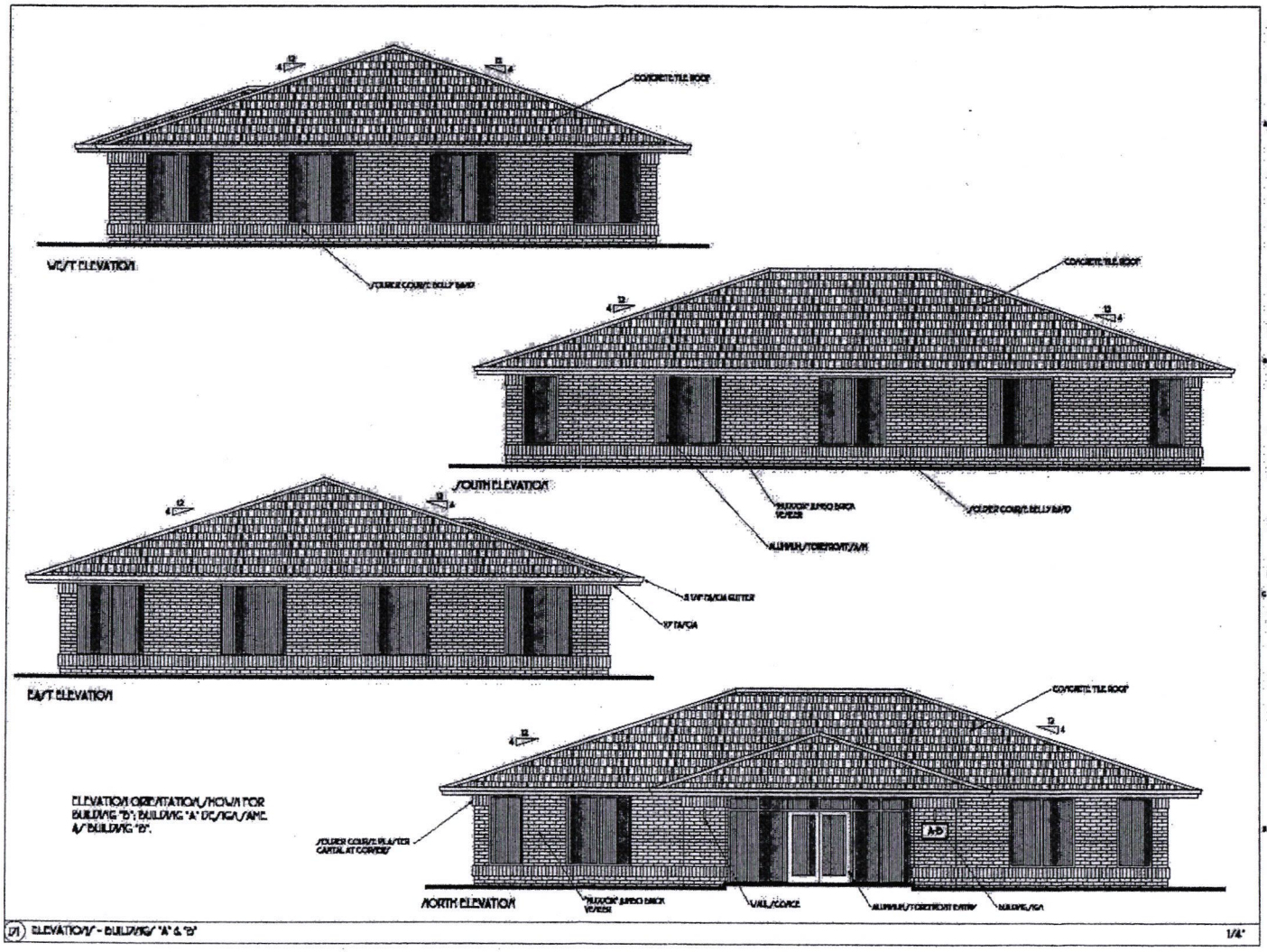
1/4"

FORESTHILL DESIGN
101 ORANGE STREET
AUBURN, CA 95603
Tel: 530-906-1545
Fax: 530-885-6238

Mahoney & Bell Inc.
Sun Center Project
Rancho Cordova, CA

Building C

A3.2



(A1) ELEVATIONS - BUILDING "A" & "B"

1/4"

FORESTHILL DESIGN
101 ORANGE STREET
AUBURN, CA 95603
Tel: 530-905-1545
Fax: 530-885-6258

OWNER

CONSULTANT

Mahoney & Dell Inc.

Sun Center Project

Rancho Cordova, CA

DRAWING CONTENTS
Building A & B

PROJECT NO: JOB NO./DATE
CAD ID#: DWG. SCALE

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

Attachment 2 – Colored Elevations

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

Agenda Item: 16

City Council Staff Report

Date: December 6, 2004
Project: Sun Center Office Buildings Design Review
File: RC-04-117
Request: Design Review for 3 one-story office buildings. The buildings will range in size from 6,000, 3,300 and 3,000 square feet.
Location: Corner of Sun Center Drive and Gold Tailings Court
APN: 072-0490-009
Planner: Kathleen Franklin, Assistant Planner

OWNER/APPLICANT:	REPRESENTATIVE:
Bell/Lomanto Family Trust Patty Lomanto 12485 Hillside Drive Truckee, CA 96161	Maloney & Bell Morris Gee/Bob Bell 11390 Sunrise Gold Circle #700 Rancho Cordova, CA 95742

Recommendation:

The Planning Commission forwards a recommendation to the City Council to find the project Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act Guidelines and adopt Resolution No. 181-2004 adopting Design Review for Project No. RC-04-117, subject to the findings and attached Elevations (Exhibit A), and Conditions of Approval (Exhibit B).

Background:

The City of Rancho Cordova received an application for Design Review for three single story, brick office buildings to be built on one parcel located in the MP (Office Park) zoning. Staff and the applicant met several times to refine the submitted elevations. It was staff's early opinion that minor changes were needed to the buildings before they could be considered compliant with the Design Review Ordinance and Zoning Code standards. The changes were made by the applicant and staff determined the project was ready for consideration for approval.

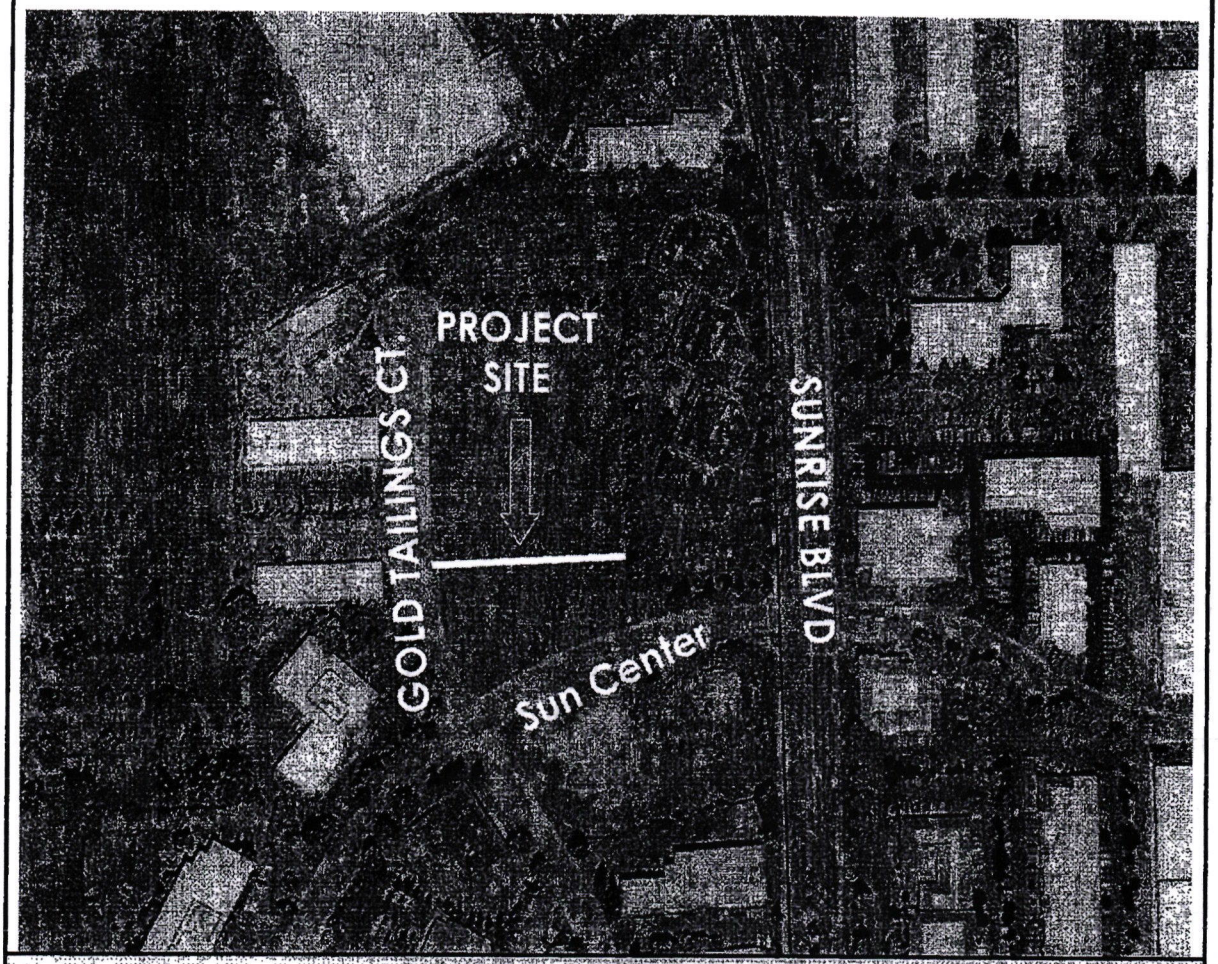


FIGURE 1 – SITE LOCATION

Land Use Relationships with Adjacent Properties:

	General Plan Land Use Designation	Zoning and Community Plan Designations	Existing Land Use
Subject Property	Intensive Industrial	MP	Vacant
North	Intensive Industrial	M1	Vacant
East	Intensive Industrial	MP	Office
South	Intensive Industrial	MP	Vacant
West	Intensive Industrial	MP	Office

Analysis:

Planning staff has reviewed the proposed project and has determined the project meets the Zoning Code standards for the MP Zoning with regards to setbacks, landscaping, parking, and building separation. The locations of the ingress and egress drives are sufficiently removed from the corner to allow adequate sight visibility onto the streets.

The proposed wood frame (type 5) buildings will be covered with brick veneer and enhanced with large window openings using tinted glass. The roof structure is 4:12 pitch which is similar to the other one-story office buildings in the area. There are several buildings in the area that are similar in exterior finish, with variations to the bond pattern of the veneer and trim detail. The "soldier course belly band" adds interest and breaks up the brick veneer.

The proposed landscaping is extensive with large landscape setbacks along the frontage of both Gold Tailings Court and Sun Center Drive. The required parking lot is shaded and provides additional landscape on the rear of the project site.

Planning Commission Hearing:

The Planning Commission reviewed the project at its November 10, 2004 meeting. The Commission had few questions (See Attachment 3) and recommended approval of the project to the City Council with a 7-0 vote.

Public Comment
On November 26, 2004, a public hearing notice was published in the Grapevine Newspaper and notices were mailed to all property owners within a 500 foot radius of the project site. At the time of preparation of the staff report no public comments had been received.

Conclusion:

The Planning Commission reviewed the project and determined that the design of the proposed buildings meets the intent of the City's Design Review Ordinance for Office/Industrial buildings; therefore, the Planning Commission forwards a recommendation of approval for the project to the City Council.

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.

Recommended Motions:

1. "I move the City Council find the project Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act Guidelines."
2. "I move the City Council adopt Resolution 181-2004 approving the Design Review for Sun Center Office Buildings, RC-04-117 subject to the Findings, the design package and Conditions of Approval."

Attachments:

1. Resolution 181-2004 with Project Plans (Exhibit A) and Conditions of Approval (Exhibit B)
2. November 10, 2004 Planning Commission Minutes
3. 500' Radius Map and Mailing Labels
4. Project Plans

RESOLUTION No. 181-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR SUNCENTER OFFICE BUILDINGS PROJECT # RC-04-117

WHEREAS, Bell/Lomanto Family Trust (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for three new office buildings to be located on the northeast corner of Sun Center Drive and Gold Tailings Court (Assessor's Parcel Number 072-0490-009); and

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

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

WHEREAS, the proposed project is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 067-0010-041; and

WHEREAS, the Planning Department considered the project request pursuant to Title I, II and III of the City of Rancho Cordova Zoning Code, and all other applicable state and local regulations; 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 Design 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. DESIGN REVIEW

Approve the Design Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings

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 proposed wood frame (type 5) buildings will be covered with brick veneer and enhanced with large window openings using tinted glass. The roof structure is 4:12 pitch which is similar to the other one-story office buildings in the area. There are several buildings in the area that are similar in exterior finish, with variations to the bond pattern of the veneer and trim detail.
2. The buildings are designed to provide separation between the building masses with adequate landscape features to enhance the human perspective. The structures are low profile and do not dominate the surroundings with overt building mass that the landscaping can not complement.
3. The architectural style of the building is appropriate for the area. The brick veneer is used extensively throughout the surrounding area so that these buildings will integrate well and also enhance the existing business park. These buildings have a more residential character and therefore, appear more pleasing to the senses over a stacked, two story commercial box.
4. (See "3" above.)
5. The building design is similar to others in the area and the richness of the brick along with the site landscaping lends to a visually attractive environment. Dark aluminum "store front" with self-reflective glass is used extensively on all elevations. The "soldier course belly band" adds interest and breaks up the brick veneer. There are large landscape setbacks along the frontage of both Gold Tailings Court and Sun Center Drive. The required parking lot is shaded and provides additional landscape on the rear of the project site.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of December, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____

LILLIAN HARE
CITY CLERK

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
November 10, 2004

1. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, November 10, 2004 in the City Council Chambers located at 3121 Gold Canal Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Art Smith called the meeting to order at 6:00 p.m.

Staff Present: Planning Director, Paul Junker; Principal Planner, Bill Campbell; Assistant Planner, Kathleen Franklin; Commission Clerk, Brenda Lehr

Role Call:

Commissioners Present: Burke, Konarski, Moe, Savorn, Smith, Vance, Wentz

A. **Flag Salute –** Pledge of Allegiance was conducted.

B. **Approval of Agenda –** The Planning Commission reviewed the Agenda of the November 10, 2004 Meeting of the Planning Commission.

Action: Commissioner Wentz moved, second by Commissioner Savorn, to approve the agenda of the November 10, 2004 Planning Commission meeting. Motion was approved unanimously.

C. **Minutes –** The Planning Commission reviewed the Minutes of the October 28, 2004 Meeting of the Planning Commission.

Action: Vice Chair Vance moved, second by Commissioner Moe, to approve the minutes of the October 28, 2004 Planning Commission Meeting as written. Motion was approved unanimously.

2. **PUBLIC COMMENT –** There were no public comments heard at this meeting.

3. **PUBLIC HEARING**

A. **Consideration of the Design Review for SUNCENTER – Project No. RC-04-117:**

Request: Applicant is requesting Design Review for 3 one-story office buildings in the MP (Industrial/Office Park) zone.
Project Applicant: Bell/Lomanto Family Trust, 12485 Hillside Drive, Truckee, CA, 96161.
Project Location: APN: 072-0490-009, corner of Sun Center Drive and Gold Tailings Court.

DRAFT

Assistant Planner, Kath leen Franklin presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to find the project is Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act Guidelines (CEQA) and approve the Design Review for Suncenter, Project No. RC-04-117. Chair Smith opened the public hearing and took testimony from Patty Lomanto, project representative.

The Commissioners had the following concerns and comments:

- What will the metal on the building material/texture board be used for? It will be used for signage.
- Are there ideas for a larger gathering area to bring the three buildings together? There are two outdoor seating areas planned due to the narrowness of the lot.
- Are the buildings leased? The buildings will be offered for sale.
- Would the project need to be reviewed by the Planning Commission again if the applicant decides to split the lot? Yes, the applicant will need to apply for a parcel map.

The Commissioners felt staff and the representative for the project adequately addressed the above concerns and comments.

Action:

Motion 1: Commissioner Wentz moved, seconded by Commissioner Konarski to recommend the Planning Commission forward a recommendation to the City Council to find the project is Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act Guidelines (CEQA).

Motion 2: Commissioner Moe moved, seconded by Commissioner Konarski to recommend the Planning Commission forward a recommendation to the City Council to approve the Design Review for Suncenter, Project No. RC-04-117, subject to the Findings, Evidence and Conditions of Approval.

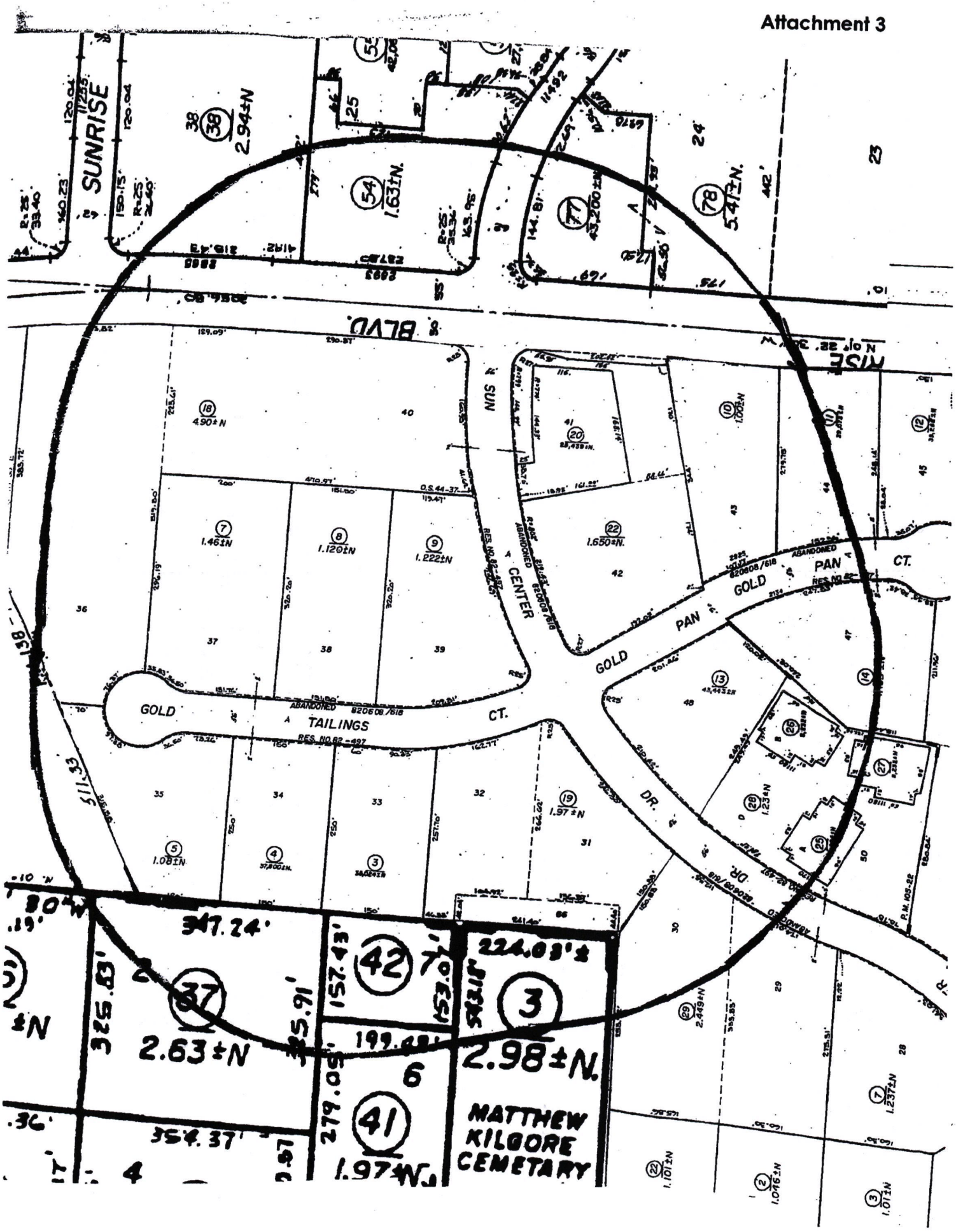
Vote on the Motions:

AYES:	Burke, Konarski, Moe, Savorn, Smith, Vance, Wentz
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

There being 7 Ayes, 0 Noes, 0 Abstains and 0 Absentees, the motions are hereby declared to be passed.

DRAFT

Attachment 3



1. 072-0490-009-0000
Pensco Pension Services Inc Fb O
101 Russville Ct
Folsom Ca 95630

2. 072-0223-010-0000
Home Depot Usa Inc
Po Box 105842
Atlanta Ga 30348

3. 072-0260-003-0000
Kilgore Business Park
1327 65th St
Sacramento Ca 95819

4. 072-0260-036-0000
Kilgore Business Park
1327 65th St
Sacramento Ca 95819

5. 072-0260-037-0000
Kilgore Business Park
1327 65th St
Sacramento Ca 95819

6. 072-0260-041-0000
Kilgore Business Park
1327 65th St
Sacramento Ca 95819

7. 072-0260-042-0000
Kilgore Business Park
1327 65th St
Sacramento Ca 95819

8. 072-0430-038-0000
Llc Dawnridge
1144 Channing Ave
Palo Alto Ca 94301

9. 072-0430-054-0000
Props Llc Blumenfeld
1401 Shore St
West Sacramento Ca 95691

10. 072-0430-077-0000
Arpaci Mustafa
6275 Laguna Ct
Granite Bay Ca 95746

11. 072-0430-078-0000
Arpaci Mustafa
6275 Laguna Ct
Granite Bay Ca 95746

12. 072-0480-010-0000
C. Mcmillan Gilman
8748 Bluff Ln
Fair Oaks Ca 95628

13. 072-0480-011-0000
Weber Homes
1401 Birchwood Ln
Sacramento Ca 95822

14. 072-0480-014-0000
1993 Malech
Po Box 358
Morgan Hill Ca 95038

15. 072-0480-025-0000
Hillis
533 Jordan St
Nevada City Ca 95959

16. 072-0480-026-0000
Kathryn F. & Peter E. Callander
311 7th Ave
San Mateo Ca 94401

17. 072-0480-027-0000
Automotive Wholesalers
11160 Sun Center Dr
Rancho Cordova Ca 95670

18. 072-0480-028-0000
Pioneer Savings Bank F S B
5770 Roosevelt Blvd
Clearwater Fl 33760

19. 072-0480-029-0000
G/i Sun Center Llc
Po Box 4900
Scottsdale Az 85261

20. 072-0490-003-0000
Rsf Electronics Inc
2880 Gold Tailings Ct
Rancho Cordova Ca 95670

21. 072-0490-004-0000
Greenshade Investors Llc
2870 Gold Tailings Ct
Rancho Cordova Ca 95670

22. 072-0490-005-0000
Roopal P. Shah
9608 Wexford Cir
Granite Bay Ca 95746

23. 072-0490-007-0000
John G. Macdonald
475 El Camino Real # 100
Santa Clara Ca 95050

24. 072-0490-008-0000
James & Gail Ward Simas
2576 Mercantile Dr
Rancho Cordova Ca 95742

25. 072-0490-013-0000
Safor Corporation
5172 Drawer
Chico Ca 95927

26. 072-0490-018-0000
Hnj Farms
Po Box 4039
Davis Ca 95617

27. 072-0490-019-0000
Village Pinebrook
8022 Folsom Auburn Rd
Folsom Ca 95630

28. 072-0490-020-0000
Prb Management Llc
1400 Springs Rd
Vallejo Ca 94591

29. 072-0490-022-0000
Darin D. Moore
3935 Ridge St
Fair Oaks Ca 95628

SUN CENTER PROJECT

SUN CENTER DRIVE & GOLD TAILINGS COURT
RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

GENERAL NOTES

1. ALL DIMENSIONS TO BE FIELD VERIFIED.
2. DO NOT SCALE DRAWINGS. ALL DIMENSION ISSUES SHALL BE REFERRED TO ARCHITECT FOR RESOLUTION.
3. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL NEW AND EXISTING FIELD CONDITIONS AND SHALL NOTIFY ARCHITECT OF ANY DISCREPENCIES BETWEEN WHAT IS SHOWN IN THE CONSTRUCTION DOCUMENTS AND ACTUAL FIELD CONDITIONS.
4. THE CONTRACTOR SHALL PROVIDE FOR ALL NECESSARY PERMITS AND INSPECTION FEES WHERE REQUIRED OTHER THAN PLAN CHECKING AND BUILDING PERMIT FEES THAT ARE PROVIDED BY SUC OWNER.
5. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL WORK WITH THE APPROVAL OF THE OWNER. DISRUPTION OF ANY BUILDING SERVICES AND UTILITIES SHOULD NOT BE DONE WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER.
6. ALL DUST, NOISE AND ODORS CAUSED BY THE WORK SHALL BE KEPT TO A MINIMUM.
7. CONTRACTOR TO PROVIDE FIRST AID, FIRE PROTECTION AND OTHER TEMPORARY SERVICES AS REQUIRED BY AND IN ACCORDANCE WITH LOCAL REQUIREMENTS.
8. DEMOLITION DRAWINGS AND NOTES DO NOT NECESSARILY DESCRIBE THE EXACT EXTENT OF ALL DEMOLITION REQUIRED. THE CONTRACTOR SHALL REMOVE OR RELOCATE ALL EXISTING WORK THAT IS NECESSARY TO ALLOW FOR PLACEMENT OF NEW WORK TO ACHIEVE THE FINISHED PLANS, WITH WRITTEN APPROVAL BY OWNER.
9. PENETRATIONS OF PIPES, CONDUITS, ETC. IN RATED ASSEMBLIES SHALL BE FIRE-STOPPED. FIRE-STOPPING SHALL BE AN APPROVED MATERIAL AS PRESCRIBED IN THE UNIFORM BUILDING CODE STANDARDS 7-1, AND SHALL BE A U.L. LISTED ASSEMBLY.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION BETWEEN GENERAL CONTRACTOR AND HIS SUB CONTRACTORS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE COORDINATION BETWEEN ALL TRADES, SO THAT THE JOB IS COMPLETE AND IN CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY INCIDENTAL WORK NOT SHOWN OR SPECIFIED, WHICH CAN REASONABLY BE INFERRED AS REQUIRED AND NECESSARY TO PROVIDE A COMPLETE JOB, SHALL BE FURNISHED AND INSTALLED.
11. ALL EMERGENCY LIGHTING SHALL BE TESTED IN THE PRESENCE OF THE FIRE DEPARTMENT.
12. CONTRACTORS AND SUB CONTRACTORS PARKING, MATERIAL STORAGE AND STAGING SHALL BE COORDINATED AND APPROVED BY OWNER.

SITE DATA

ZONING: MP
SQUARE FOOTAGE: 53,269 SF
BLDG AREA: 12,300 SF (BLDG A: 3,000 SF+ BLDG B: 3,300 SF+BLDG C,D: 6,000 SF)
LOT COVERAGE: (12,300 SF / 53,269 SF) X 100 = 23.1 %

PARKING REQUIREMENTS:

REQUIRED PKNG SPACE FOR BLDG A: 1(3000/1000 x 4.5 = 13.5 PKNG SP.)
BLDG B: 15 (3300/1000 x 4.5 = 14.9 PKNG SP.)
BLDG C+ D: 27 (6000/1600 X 4.5 = 27 PKNG SP.)
TOTAL REQUIRED PKNG SPACE: 56

PROPOSED PARKING SPACE:
C & S PARKING SPACE + H.C.=57

LANDSCAPE REQUIREMENTS:

PROPOSED PARKING LOT AREA: 25,881.7 SF
PROPOSED PARKING AREA: 8,180 SF

PROPOSED SIDE SHADING AREA: 17,611 SF (SEE 1/A3)
PROPOSED SHADING (PKNG AREA): 8,676 SF

PROPOSED SIDE LANDSCAPE AREA: 14,812.4 SF
PROPOSED LANDSCAPE AREA (PARKING LOT): 4,818.9 SF

REQUIRED LANDSCAPED IN PKNG AREA: 10 % MIN. OF PARKING AREA
(LANDSCAPE AREA IN PKNG/ PKNG LOT AREA) X 100

% OF LANDSCAPED AREA IN PROPOSED PKNG AREA(4,818.86 SF/ 25,881.65 SF) X 100 = 17.8%

REQUIRED % OF SHADING IN PKNG AREA50% MIN. OF PARKING AREA:
(SHADING IN PKNG AREA /
PKNG AREA+LANDSCAPE AREA IN PKNG) X 100

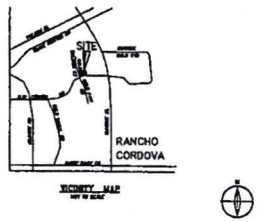
% OF SHADING IN PROPOSED PKNG AREA(8,676 SF/12,788.8 SF) X 100 = 68.3%

PROJECT SUMMARY

SCOPE OF WORK:

THIS PROJECT WOULD DEVELOPED THE VACANT SITE INTO A NEW BUSINESS COMPLEX. THE SCOPE OF WORK IN THIS PROJECT INCLUDE CONSTRUCTION OF THREE NEW BUILDING STRUCTURES, GRADING FOR NEW PARKING AREA, AND NEW LANDSCAPING. THE NEW SITE WILL ALSO INCLUDE NEW SIGNAGE, PATIO, AND TRASH ENCLOSURE.

VICINITY MAP



SHEET INDEX

GENERAL
G0.1 – TITLE AND COVER INFORMATION
SYMBOLS, ABBREVIATIONS AND VICINITY MAP

CIVIL
C1 – EXISING SURVEY PLAN
C2 – PROPOSED SURVEY PLAN

ARCHITECTURE
A1 – PROPOSED PARKING– SITE PLAN, PARKING DETAILS
A2 – PROPOSED LANDSCAPE PLAN – BUILDING LOCATION, PICNIC TABLE DETAIL
A3 – PROPOSED LANDSCAPE PLAN – ROOFLINE, SIGNAGE DETAIL
A4 – SAMPLE ELEVATIONS & WALL SECTION

ELECTRICAL
E1 – PROPOSED LIGHTING PLAN

PROJECT TEAM

CIVIL
FIRM:
ADDRESS:
PHONE:
LICENSE #:
LICENSE HELD BY:

ARCHITECTURE
FIRM: MALONEY & BELL GENERAL CONTRACTORS
ADDRESS: 11390 SUNRISE GOLD CIRCLE STE. 700
RANCHO CORDOVA, CA 95742
PHONE: (916) 635-7800
(916) 635-5829
LICENSE #: C010168
LICENSE HELD BY: MORRIS DEE

ELECTRICAL
FIRM:
ADDRESS:
PHONE:
LICENSE #:
LICENSE HELD BY:

SYMBOLS

DIMENSION LINE

DETAIL MARK — DETAIL NUMBER / SHEET NUMBER

BREAKLINE

APPLICABLE CODES

APPLICABLE BUILDING CODE: 2001 CALIFORNIA ENERGY STANDARDS
2001 CALIFORNIA BUILDING CODE (CBC)
2001 UNIFORM MECHANICAL CODE
2001 UNIFORM PLUMBING CODE
2001 NATIONAL ELECTRIC CODE
2001 UNIFORM FIRE CODE

USE GROUP: B
CONSTRUCTION TYPE: V - N
NUMBER OF STORIES: ONE
SPRINKLERED: FULLY SPRINKLED
TOTAL LEASE AREA: BLDG A: 3,000 SF
BLDG B: 3,300 SF
BLDG C,D: 6,000 SF
12,300 SF

DEVELOPER INFORMATION

PATTY LOMANTO
LOMANTO
ADDRESS: 12485 HILLSIDE DRIVE
WALNUT, CALIFORNIA 91789
PH: (530) 582-9735
FX: (530) 582 1299

Maloney and Bell
GENERAL CONTRACTORS, INC. OF CALIFORNIA
11390 SUNRISE GOLD CIRCLE, SUITE 700
RANCHO CORDOVA, CALIFORNIA, 95742
TEL: 916-635-7800 FAX: 916-635-5829

SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO, CALIF

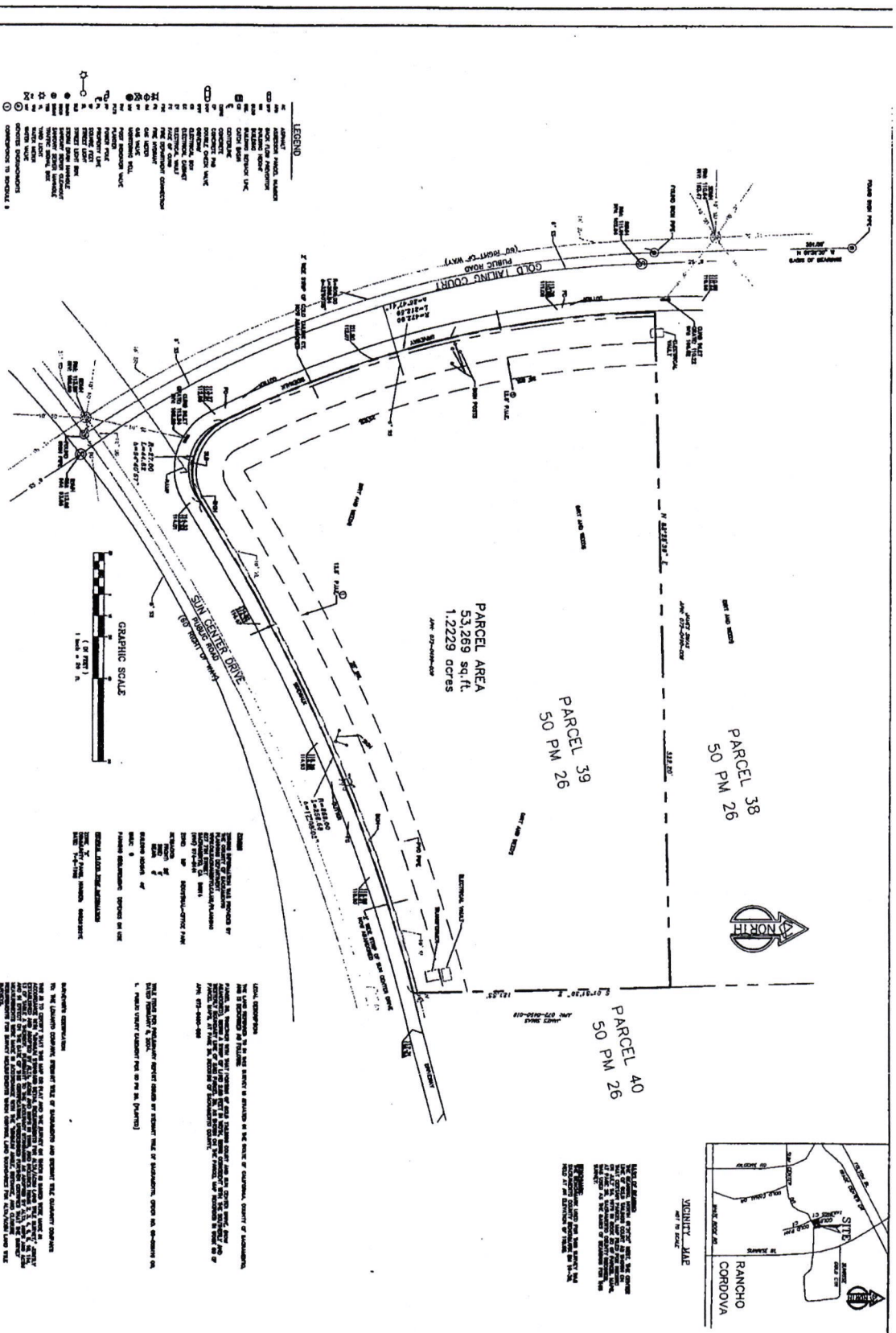
DEVLOPER: PATTY LOMANTO

SHEET TITLE:
TITLE AND COVER INFORMATIONS

REVISIONS	DATE

DESIGN
DRAWN
CHECKED
MTG
DATE
7-7-04
SCALE
AS NOTED
JOB NO.
04007
SHEET
G0.1

Attachment 4



SHEET C1
OF 2 SHEETS.
JOB No.

SLOOTEN CONSULTING INC.
SURVEYING & ENGINEERING
4740 NORTHGATE BL., SUITE 125
SACRAMENTO, CA 95834
(916)641-7570
(FAX)641-7572

ALTA./A.S.C.M.
LAND_TITLE_SURVEY
SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO, CALIF
DEVLOPER: PATTY LOMANTO

SHEET TITLE: EXISTING SURVEY PLAN

DATE:	
SCALE:	
DESIGNED:	
DRAWN:	
CHECKED:	
PROJ.ENGR.:	
FILE:	

No.	BY	DATE	REVISION

SHEET C2 OF 2 SHEETS

JOB No. 7217

SLOOTEN CONSULTING INC.
SURVEYING & ENGINEERING
4740 NORTHGATE BL. SUITE 125
SACRAMENTO, CA 95834
(916)641-7570
(FAX)641-7572

ALTA/A.S.C.M.
LAND TITLE SURVEY
SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO. CALIF
DEVELOPER: PATTY LOMANTO

SHEET TITLE: PROPOSED SURVEY PLAN

DATE:	
SCALE:	1"=20'
DESIGNED:	RP
DRAWN:	RP
CHECKED:	RP
PROJ.ENGR.:	RP
FILE:	

No.	BY	DATE	REVISION

VICINITY MAP

RANCHO CORDOVA

SITE

GRADING & UTILITY

PARCEL 40
50 PM 26

PARCEL 38
50 PM 26

PARCEL 39
50 PM 26

NORTH

PARCEL AREA
53,269 sq.ft.
1.2229 acres

GRAPHIC SCALE

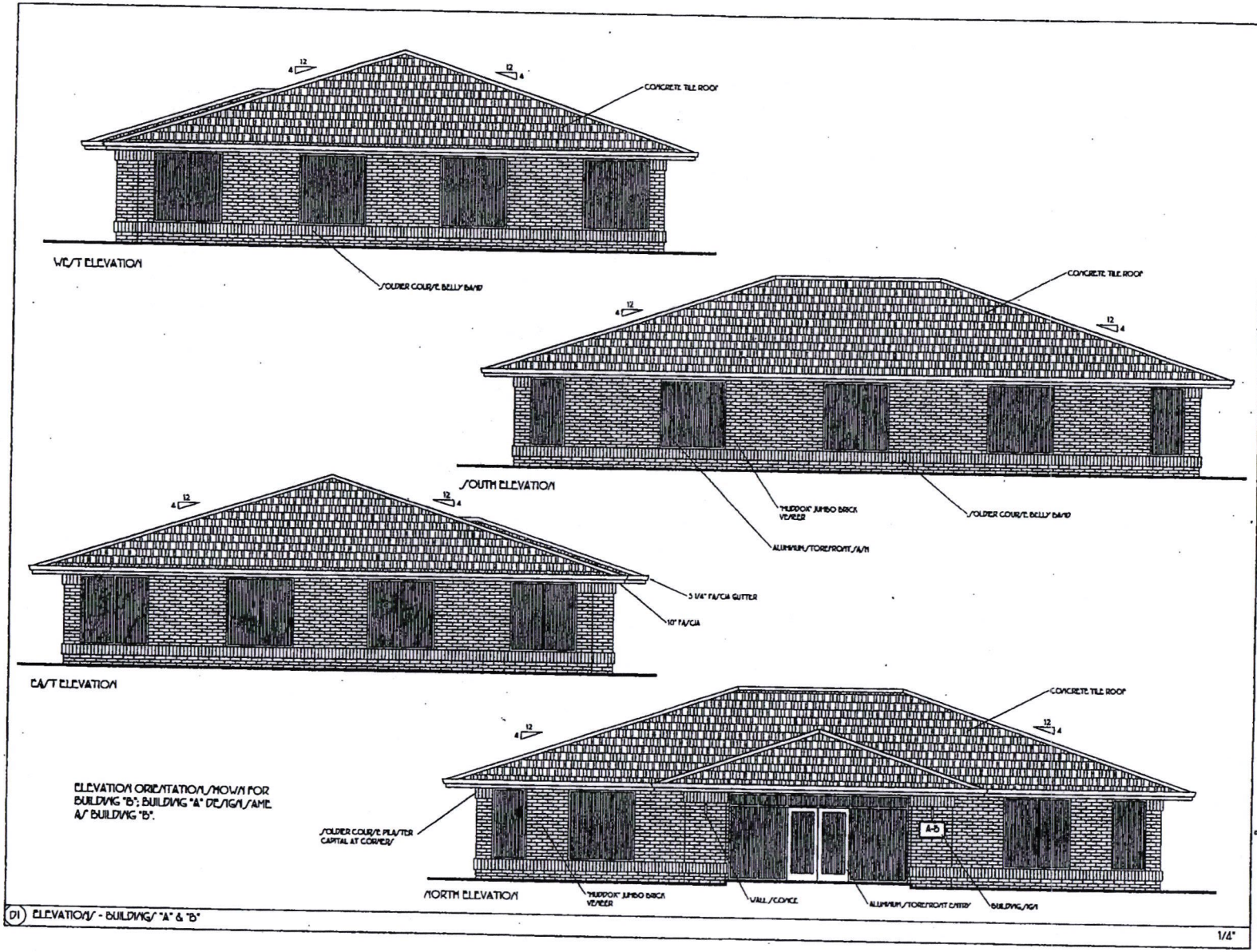
SUN CENTER DRIVE
(60' RIGHT OF WAY)

GOLD TAILING COURT
PUBLIC ROAD
(60' RIGHT OF WAY)

F.F. EL 114.00

F.F. EL 116.20

LEGEND



ELEVATION ORIENTATION SHOWN FOR BUILDING "B"; BUILDING "A" DESIGN SAME AS BUILDING "B".

D1 ELEVATIONS - BUILDINGS "A" & "B"

1/4"

FORESTHILL DESIGN
101 ORANGE STREET
AUBURN, CA 95603
Tel: 530-906-1545
Fax: 530-885-6258
email: foresthill@aol.com

CLIENT: OWNER

CONSULTANT

OWNER

Maloney & Bell Inc.

Sun Center Project

Rancho Cordova, CA

DRAWING CONTENTS:

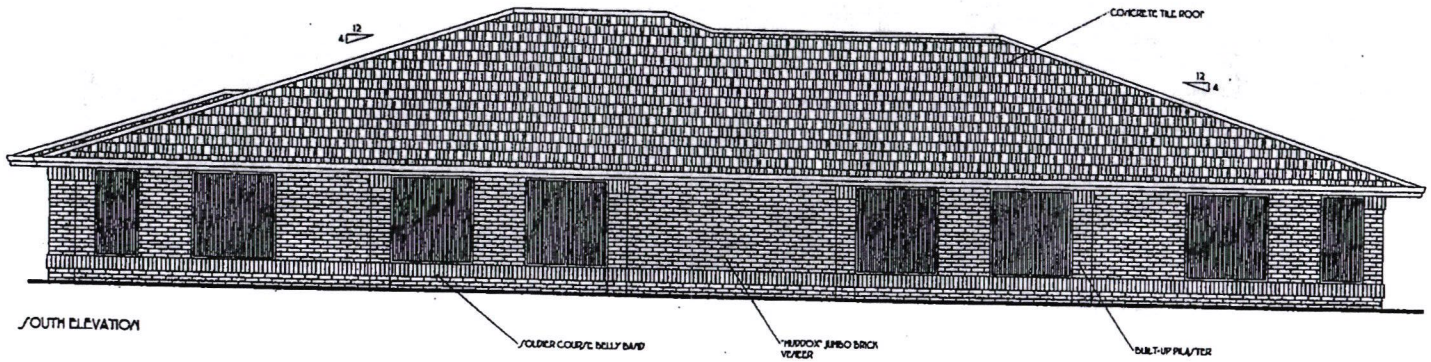
Building A & B

DWG. BY: JOB NO.: 0315
CHK. BY: DATE: 9/1/04

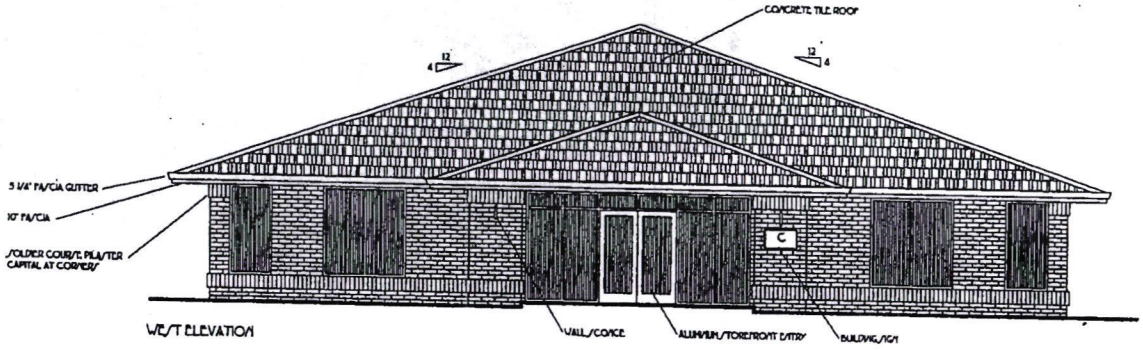
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DRAWING NUMBER ___ OF ___

A3.1



SOUTH ELEVATION



WEST ELEVATION

(D1) ELEVATIONS - BUILDING "C"

1/4"

FORESTHILL DESIGN
101 ORANGE STREET
AUBURN, CA 95603
Tel.: 530-906-1545
Fax: 530-885-6258
email: foresdd@aol.com

GLENN E. OWIT

CONSULTANT

OWNER

Maloney & Bell Inc.

Sun Center Project

Rancho Cordova, CA

DRAWING CONTENTS:

Building C

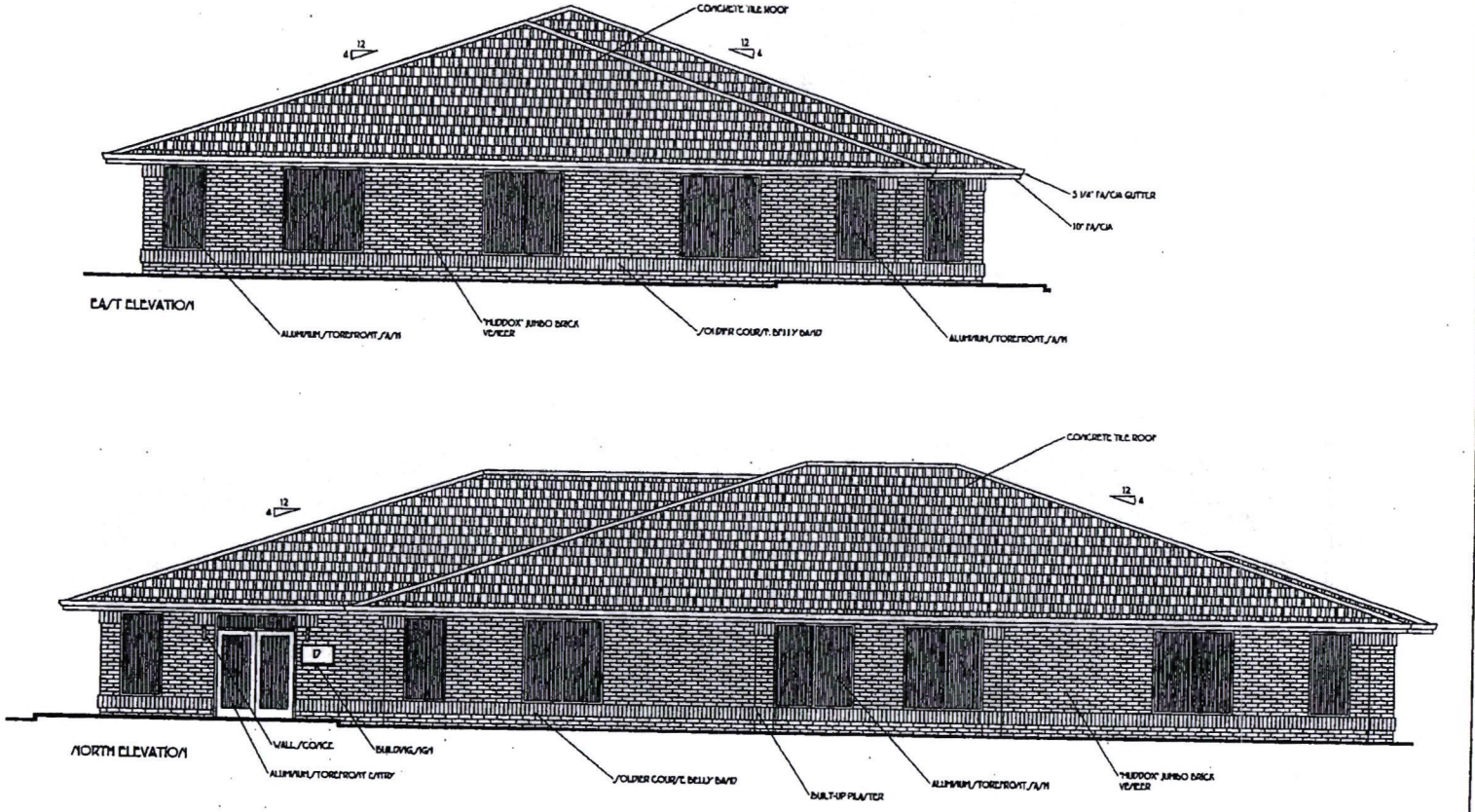
DWG. BY: JOB NO. 0315

CKD. BY: DATE: 9/1/04

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DRAWING NUMBER ___ OF ___

A3.2



D1 ELEVATIONS - BUILDING "C"

1/4"

FORESTHILL DESIGN
101 ORANGE STREET
AUBURN, CA 95603
Tel.: 530-906-1545
Fax: 530-885-6258
email: foresthilldesign.com

GLENN E. OVITT

CONSULTANTS

OWNER

Maloney & Bell Inc.

Sun Center Project

Rancho Cordova, CA

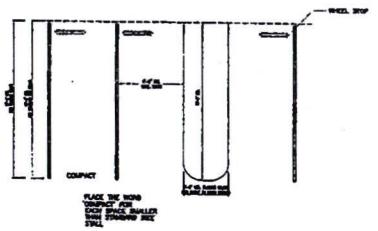
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Building "C"

DWG. BY:	JOB NO.: 0515
CAD. BY:	DATE: 9/1/04

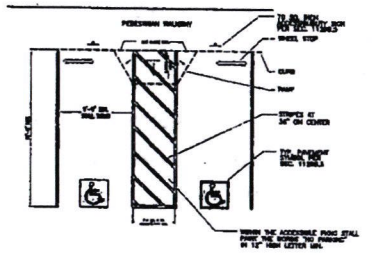
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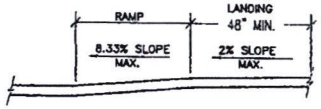
A3.3



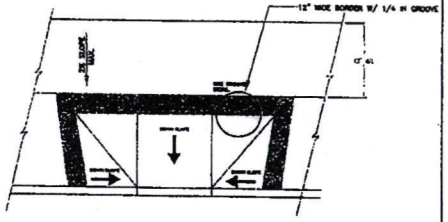
1 / A1 DIMENSIONS OF STANDARD PKNG SPACES
SCALE: N.T.S.



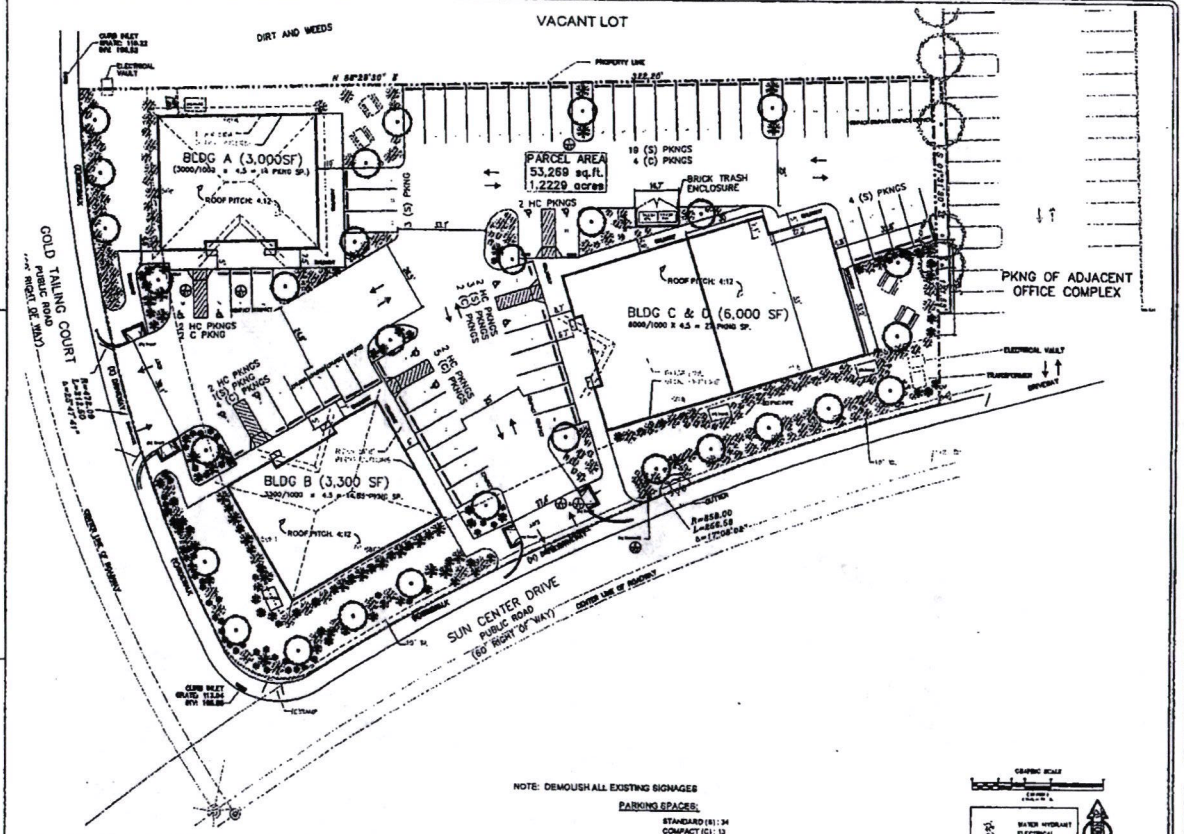
2 / A1 H.C. DOUBLE PARKING STALLS REQUIREMENTS
SCALE: N.T.S.



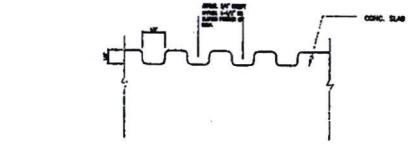
3 / A1 HC RAMP SECTION
SCALE: N.T.S.



4 / A1 HC RAMP LAYOUT DETAIL
SCALE: N.T.S.



A / A1 PROPOSED PARKING -- SITE PLAN
SCALE: AS INDICATED



4A / A1 HC RAMP -- GROOVE SECTION DETAIL
SCALE: N.T.S.

Maloney and Bell
GENERAL CONTRACTORS, INC. OF CALIFORNIA
11080 SUNRISE GOLD CIRCLE, SUITE 700
RANCHO CORDOVA, CALIFORNIA, 95742
TEL: 916-638-7900 FAX: 916-638-3239

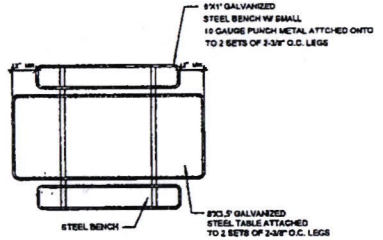
SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO, CALIF

DEVLOPER: PATTY LOMANTO

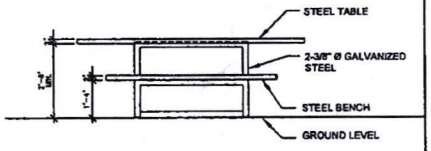
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PROPOSED PARKING -- SITE PLAN, PARKING DETAILS

△	REVISIONS	DATE

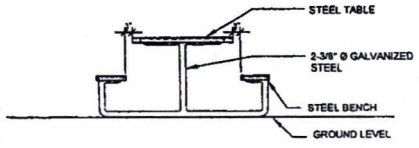
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MDS
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3-7-04
SCALE
AS NOTED
JOB NO.
04097
SHEET
A1



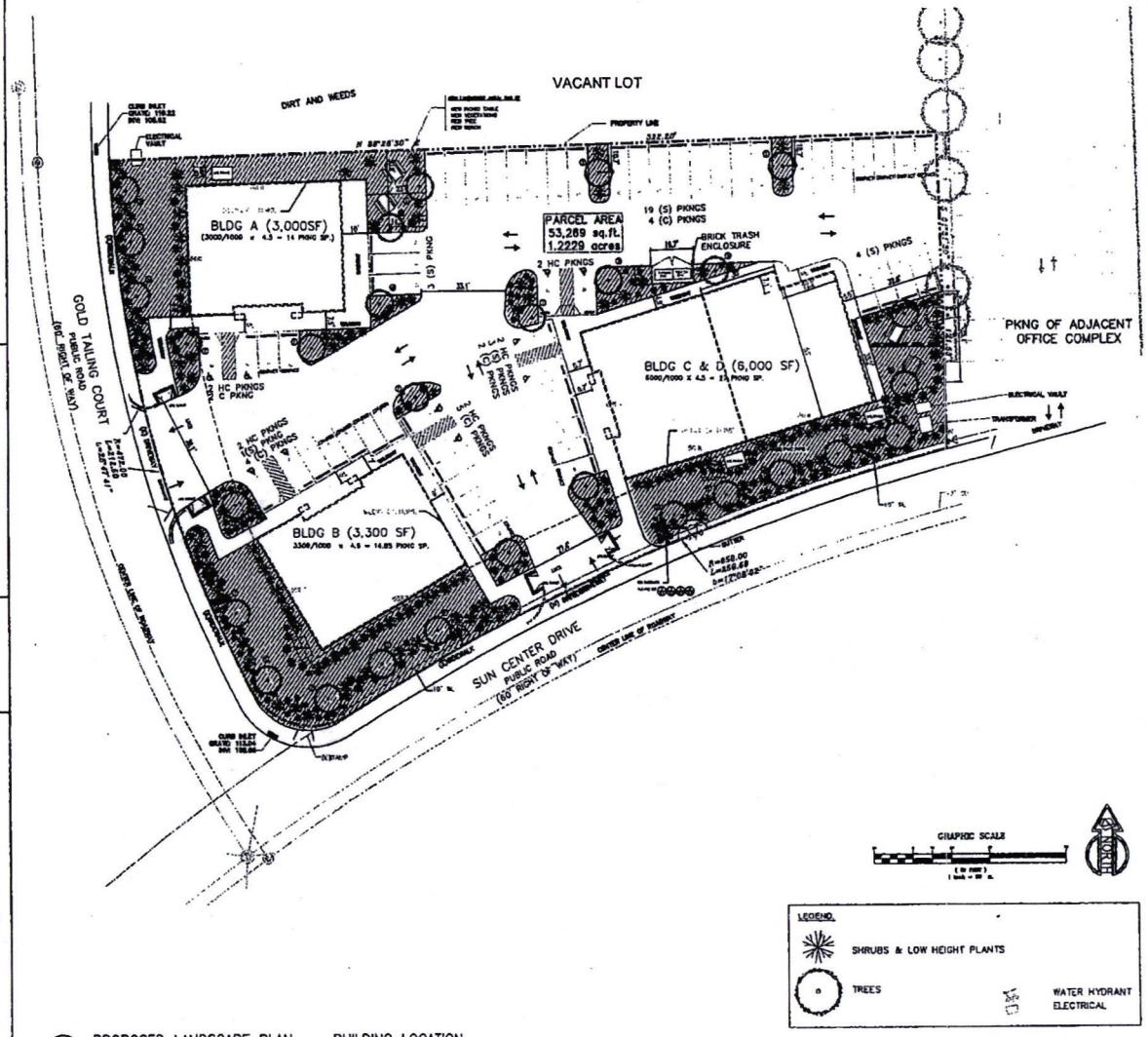
1 / A2 AERIAL VIEW: PICNIC BENCHES & TABLE SET
SCALE: N.T.S.



3 / A2 ELEVATION: PICNIC BENCHES & TABLE SET
SCALE: N.T.S.



4 / A2 ELEVATION 2: PICNIC BENCHES & TABLE SET
SCALE: N.T.S.



A / A2 PROPOSED LANDSCAPE PLAN -- BUILDING LOCATION
SCALE: AS INDICATED

Maloney and Bell
GENERAL CONTRACTORS, INC. OF CALIFORNIA
11220 SUNRISE GOLD CIRCLE, SUITE 700
RANCHO CORDOVA, CALIFORNIA, 95742
TEL: 916-635-7800 FAX: 916-638-5629

SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO, CALIF

DEVLOPER: PATTY LOMANTO

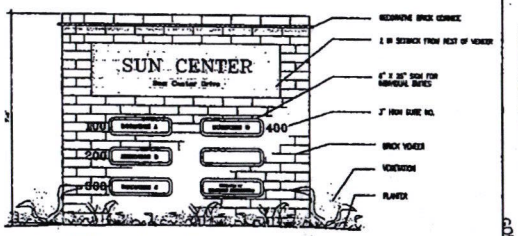
SHEET TITLE:
PROPOSED LANDSCAPE PLAN -- BUILDING LOCATION, PICNIC TABLE DETAIL

△	REVISIONS	DATE

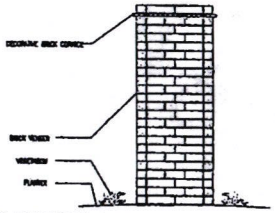
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1-7-04
SCALE
AS NOTED
JOB NO.
04007
SHEET

A2

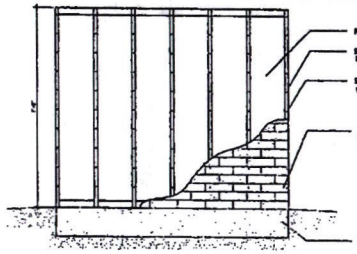
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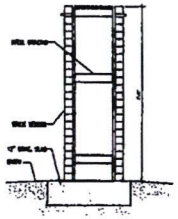
2 / G1 SIGNAGE ELEVATION
SCALE: N.T.S.



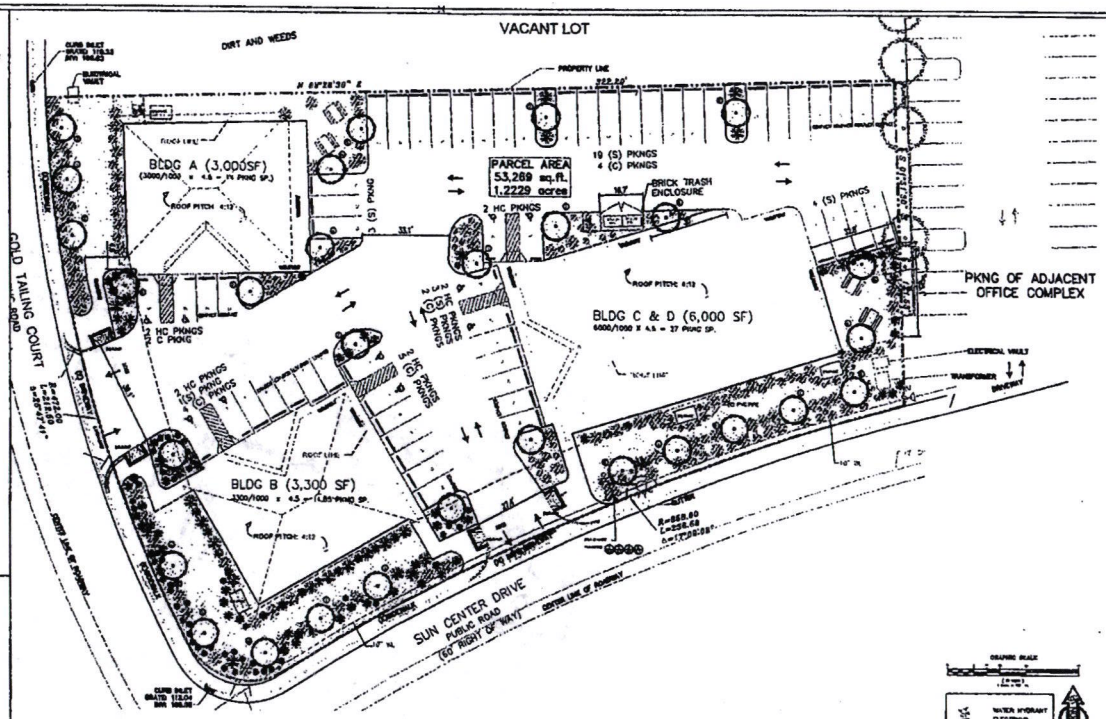
3 / A3 SIGNAGE ELEVATION
SCALE: N.T.S.



4 / A3 SIGNAGE SECTION A
SCALE: N.T.S.



5 / A3 SIGNAGE SECTION B
SCALE: N.T.S.



A / A3 PROPOSED LANDSCAPE PLAN -- ROOFLINE
SCALE: 1:20

Plant Legend

Site ID	Tree Legend Common Name	Botanical	Quantity	Size	Water Use	Height/Width	Shape	Purpose	Per Tree Shade	Total Shade
1	Camphor	Cinnamomum camphora	6	15 gal	m	50' x 50'		Shade	707	4,242
2	Carob	Ceratonia Siliqua	7	15 gal	l	40' x 40'		Shade	707	4,949
3	Bradford Pear	Pyrus Calleryana	4	15 gal	m	40' x 40'	X	Shade	707	2,828
4	Chinese Tallow	Sapium Sebiferum	3	15 gal	m	35' x 35'	X	Shade	707	2,121
6	Flowering Plum	Prunus Blireiana	5	15 gal	m	25' x 20'	X	Shade	491	2,455
9	African Sumac	Rhus lancea	3	15 gal	l	20' x 20'		Shade	491	1,473
7	Oleander	Nerium	4	15 gal	l	15' x 15'		Shade	491	1,964
	Total Trees		32						491	15,711

Site ID	Phlox/Shrub Legend Common Name	Botanical	Quantity	Size	Water Use	Height/Width	Purpose
	lily of the nile	agapanthus	16	5 gal	m	2'x 1.5'	streetscape
	periwinkle	vinca roseus	6	n/a	m	6" x trailing	groundcover
	society garlic	tulbaghia	10	1 gal	l	1.5'X 1	patio
	ice plant	lagellegia	9	1 gal	m	2.5'x 1.5'	property line/patio
	african sumac	rhus lancea	2	15 gal	l	8'x 6'	screen equip
	camellia	thescea	3	5 gal	m	6'x 4'	screen equip
	azalea	rhododendron	4	5 gal	m	3'x 3'	property line/patio
	yarrow	achillea	6	1 gal	l	1'x 1'	streetscape
	Coropsis	coreopsis	6	1 gal	l	2'x 3'	parking
	day lily	hemerocallis	13	1 gal	m	1.5'x 2'	streetscape
	wax lavendar	limonium	10	1 gal	m	2'x 2'	streetscape
	lavender	lavendula	6	1 gal	m	1.5 x 2.5'	parking/patio
	coneflower	rudbeckia	10	1 gal	m	2'x 2'	streetscape
	pincushion	scabiosa	10	1 gal	m	1'x 1.5'	streetscape/patio
	verbena	verbena	15	1 gal	m	6" x 3'	parking/street
	thyme	thymus	10	1 gal	m	6" x 3'	parking/street
	lemon fairy	raphiolepis umbellata	9	5 gal	l	1.5' x 3'	parking
	mock orange	philadelphus	7	5 gal	m	4'x 3'	screen equip
	indian hawthorn	raphiolepis indica	6	5 gal	m	4'x 3'	screen equip
	Lantana	lantana	6	1 gal	m	1'x 2'	property line/patio
	total plants/shrubs		168				

1 / A3 PLANT LEGEND
SCALE: N.T.S.

Maloney and Bell
GENERAL CONTRACTORS, INC. OF CALIFORNIA
8390 QUARRY GOLD CIRCLE, SUITE 200
RANCHO CORDOVA, CALIFORNIA, 95742
TEL: 916-920-7900 FAX: 916-920-6829

SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO, CALIF

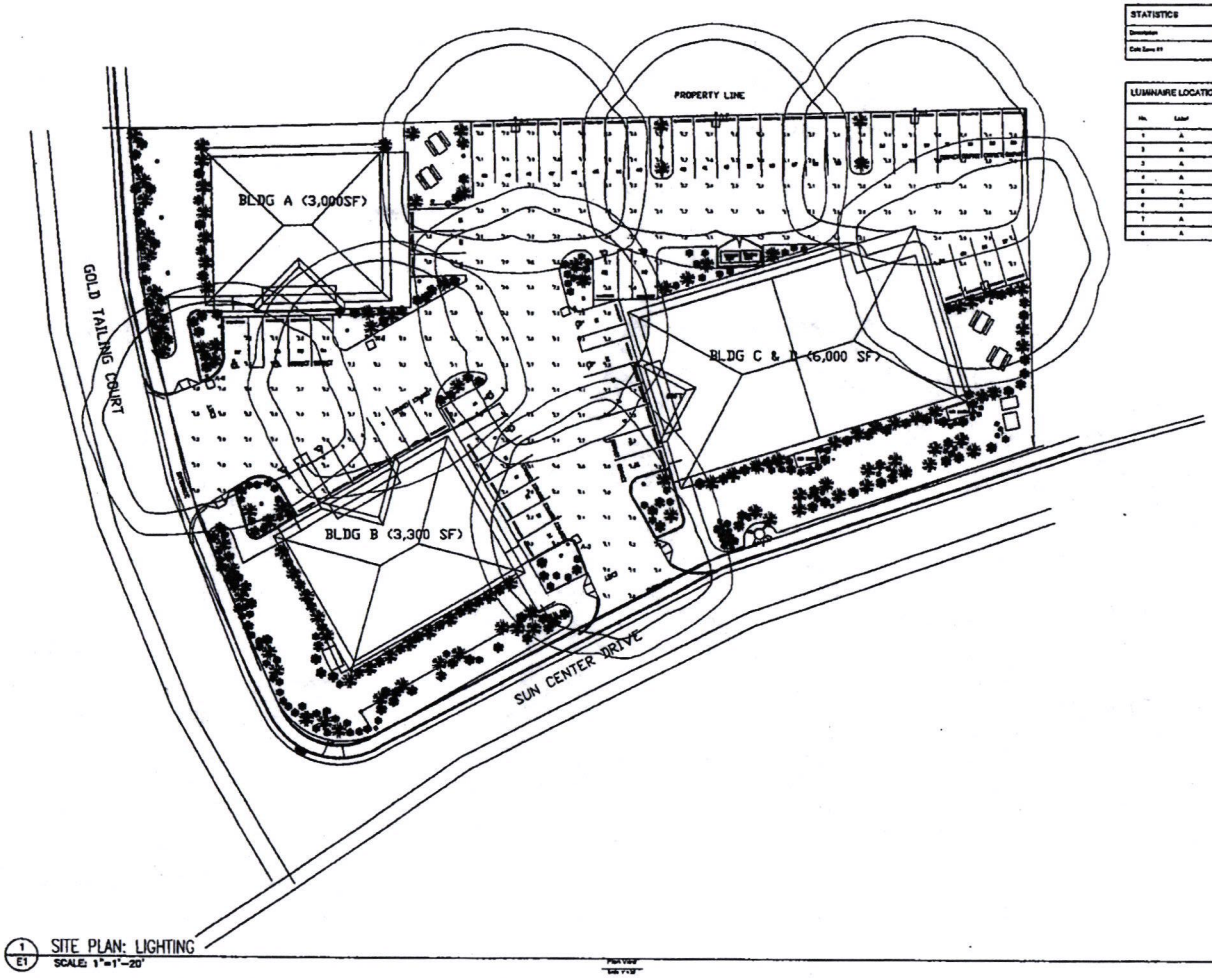
DEVLOPER: PATTY LOMANTO

SHEET TITLE:
PROPOSED LANDSCAPE PLAN - ROOFLINE, SIGNAGE DETAIL

△	REVISIONS	DATE

DRAWN: JOW
CHECKED:
SIZE: D
DATE: 7-7-04
SCALE: AS NOTED
JOB NO.: 04-07
SHEET:

A3



1 / E1 SITE PLAN: LIGHTING
SCALE: 1"=1'-20'

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF	Watts
□	A	9	AP2x2 13LED/ACR-SS-40K-HT	13" SQ. X 13" HT. HOUSING CLEAR FLAT TEMPERED GLASS LENS TYPE ACRYLIC SEGMENTED SPECULAR REFLECTOR HORIZONTAL LAMP IN 0° POSITION. TOTAL WATTS = 468		48000	0.71	468

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	3.9 fc	5.8 fc	1.8 fc	3.2:1	2.2:1

LUMINAIRE LOCATIONS

No.	Label	Location X	Location Y	Z	Orientation
1	A	122.2	344.5	20.0	30.0
2	A	278.0	329.0	20.0	30.0
3	A	143.1	168.8	20.0	30.0
4	A	648.2	745.7	20.0	30.0
5	A	84.0	321.0	20.0	30.0
6	A	2.3	174.3	20.0	30.0
7	A	388.2	153.2	20.0	30.0
8	A	388.2	348.8	20.0	30.0

SUN CENTER PROJECT
SUN CENTER DRIVE & GOLD TAILINGS COURT,
RANCHO CORDOVA, SACTO, CALIF

DEVELOPER: PATTY LOMANTO

SHEET TITLE: PROPOSED LIGHTING PLAN

Designer: KLW
Date: Jul 13 2004
Scale: AS SHOWN
Drawing No. E1
SUNCTRDR1.VSL

1 of 1

Memorandum

Date: December 20, 2004

To: Mayor and City Council

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

Subject: Adoption of Updated Draft Land Use Map

RECOMMENDATION

Staff recommends that the City Council review the updated Draft Land Use Policy Map reviewed by the General Plan Advisory Committee, receive input from affected property owners and, if appropriate:

- Adopt the updated Draft Land Use Map as part of the City's Vision Book/Interim General Plan and direct staff to continue work on a Draft General Plan which implements the Land Use Map, and
- Direct staff to begin using the Draft Land Use Map whenever a finding of General Plan consistency is required (as discussed later in this report)

Adoption of the Draft Land Use Map is:

- Crucial to maintaining the City's goal of adoption of a new General Plan within the 30-month time limit established by the State of California (deadline of December 31, 2005); and
- Will allow City staff to begin implementing the Council's vision for future land uses immediately by serving as an important part of the Interim General Plan

BACKGROUND

As directed by the City Council, staff began work in May on the preparation of the first Rancho Cordova General Plan. Work since that time has focused on beginning the preparation of the technical studies which will be used for the General Plan and its accompanying environmental impact report, and on the four Visioning workshops held in June and July.

In August 2004, the City Council adopted a "Vision Book/Interim General Plan" that contained a land use vision which reflected the latest version of the "Region Blueprint" created by the Sacramento Area Council of Governments. Staff was directed to prepare a Draft Land Use Map which implemented the Blueprint's land use concept while also reflecting local goals and issues.

Staff began working with the General Plan Advisory Committee in September 2004; a major focus of the GPAC's efforts in the months since has been the creation of the Draft Land Use Map which is now recommended for adoption by the Council.

Several important features of the Draft Land Use Map include the following:

- The Draft Land Use Map reflects an approach which combines specific land use designations in some areas of the city and more general descriptions of land uses in areas planned for future growth—the "Planning Areas" shown on the Draft Land Use Map. The Planning Area concept generally requires more detailed planning after adoption of the General Plan, such as the adoption of Specific Plans (as has already occurred in the Sunrise Douglas area).

- The Draft Land Use Map also establishes a variety of new land use designations which reflect the more mixed and—in many cases—more intense land uses envisioned for the city. These "mixed use" categories provide for the mixing of residential, commercial, and office uses on a single site (depending on the designation). In some cases, the mixing may be "horizontal" (for example, residential uses next to commercial uses); in others, the mixing may be "vertical" (residential uses over commercial of office in multi-story buildings).

- The Map designates a "Downtown District," which serves to establish a "target area" for the location of future civic facilities. The Downtown District includes a portion of the existing office park area south of Hwy 50 as well as a portion of Folsom Boulevard. The GPAC discussed this issue at length; the ultimate boundaries were felt to provide sufficient opportunities to locate civic uses, to have the opportunity for visibility from Hwy 50 and access to public transit (in particular light rail along Folsom Boulevard), and to allow civic uses to locate near future uses such as shopping, restaurants, and entertainment.

- The Draft Land Use Map also designates the general location of several "Town Centers" of varying size and intensity. The locations are conceptual, but illustrate the City's intent to provide for a variety of shopping, working, and living opportunities thoughout the city, and to take advantage of the opportunities provided the Hwy 50, light rail, and other major access to build regionally-oriented commercial centers. This concept implements the City's vision to incorporate livable and sustainable neighborhood, village, and district building blocks throughout the community.

REQUESTS FROM PROPERTY OWNERS

To date, the City has received requests from the following property owners, who have asked that the Draft Land Use Map reflect a particular land use designation. Shown below is a summary of each request, and staff's analysis of whether each is consistent with the Draft Land Use Map. Copies of letters from these property owners are attached to this staff report; additional requests may be provided to the Council at the December 20 meeting.

Property Owner	Location	Request	Consistency with Draft Land Use Map
Waegel Family	Grant Line North Planning Area 1,340 acres	"Eco-Villages"—Mix of residential and commercial land uses; several alternative configurations have been proposed by the property owner.	The suggested land uses are consistent with the general description of planned land uses in the Grant Line North Planning Area. No change to the Draft Land Use Map or the description of the Planning Area are needed.
Tracy Living Trust	Grant Line West Planning Area 124 acres East Planning Area 960 acres	No specific request, other than general support for the planned urbanization of these areas	The property owner's request is consistent with the Draft Land Use Map, which provides for urbanization (at some level) of both Planning Areas
McMillin Land Development (American Center West)		Medium-Density Residential (and concurrent rezoning)	would favor has [illegible] letter
Michael and Marilyn Carney	East Planning Area (portion of a 1,561-acre landholding)	No specific request. Generally supportive of urbanization with appropriate uses.	The suggested land uses are consistent with the overall intent for the East Planning Area.
Grant Line Jackson Investors	Grant Line South Planning Area 160 acres	Mix of commercial and residential uses	The suggested land uses may be consistent with the City's desired uses for this Planning Area. *NOTE: The Council should clarify whether commercial uses are planned in this Area.*
Sequoia/REE Trust	Northeast corner of Zinfandel and White Rock 3 acres	Commercial uses	The Draft Land Use Map designates this parcel for "Office Mixed Use," which would allow commercial uses as well as office.
Richland Planned Communities	East Planning Area 878 acres	No specific request. Generally supportive of urbanization with appropriate uses.	The suggested land uses are consistent with the overall intent for the East Planning Area.

Teichart

As the Council is aware, the schedule for the General Plan program provides for selection of a Final Land Use Map in March 2005. Property owners who wish to have the General Plan show specific use(s) for their property will have additional opportunities up until that date to submit requests and have them considered by the GPAC and the Council. After adoption of the Final Land Use Map, the intent of the General Plan program is to make no additional changes in land use; further changes may affect the ability of the City to meet the December 2005 deadline for adoption of the General Plan.

what about hearings?

USING THE VISION BOOK/INTERIM GENERAL PLAN FOR GENERAL PLAN CONSISTENCY

State law provides for the use of a Draft General Plan when making decisions and processing development and other projects—even if the Draft General Plan has not yet been approved. Section 65360 of the Government Code provides as follows:

> ***65360.*** *The legislative body of a newly incorporated city or newly formed county shall adopt a general plan within 30 months following incorporation or formation. During that 30-month period of time, the city or county is not subject to the requirement that a general plan be adopted or the requirements of state law that its decisions be consistent with the general plan, if all of the following requirements are met:*
>
> *(a) The city or county is proceeding in a timely fashion with the preparation of the general plan.*
>
> *(b) The planning agency finds, in approving projects and taking other actions, including the issuance of building permits, pursuant to this title, each of the following:*
>
> > *(1) There is a reasonable probability that the land use or action proposed will be consistent with the general plan proposal being considered or studied or which will be studied within a reasonable time.*
> >
> > *(2) There is little or no probability of substantial detriment to or interference with the future adopted general plan if the proposed use or action is ultimately inconsistent with the plan.*
> >
> > *(3) The proposed use or action complies with all other applicable requirements of state law and local ordinances.*

In summary, this section of the Government Code allows Vision Book/Interim General Plan to be used when determining whether a project is consistent with the Rancho Cordova General Plan. This has the benefit of providing direction to applicants and staff on the processing of both major and minor projects before the formal adoption of the General Plan next year.

Several large-scale development projects are currently being processed by the City, and staff is using the Vision Book/Interim General Plan as the basis for requesting changes and improvements to projects to conform with the overall vision for the community. Findings reflecting items b.1, b.2, and b.3 should be included in the approval of all discretionary projects until the adoption of the General Plan.

ENVIRONMENTAL ANALYSIS

Adoption of an environmental document is not necessary for the proposed selection of the Draft Land Use Map. Environmental analysis of the Draft Land Use Map will proceed after staff has received Council's direction.

NEXT STEPS

At this time, staff and the GPAC are continuing to work on the various components of the Draft General Plan. The GPAC has begun discussing Circulation (November) and Housing (December) issues, and will be working with staff to refine the planned circulation system using the Draft Land Use Map.

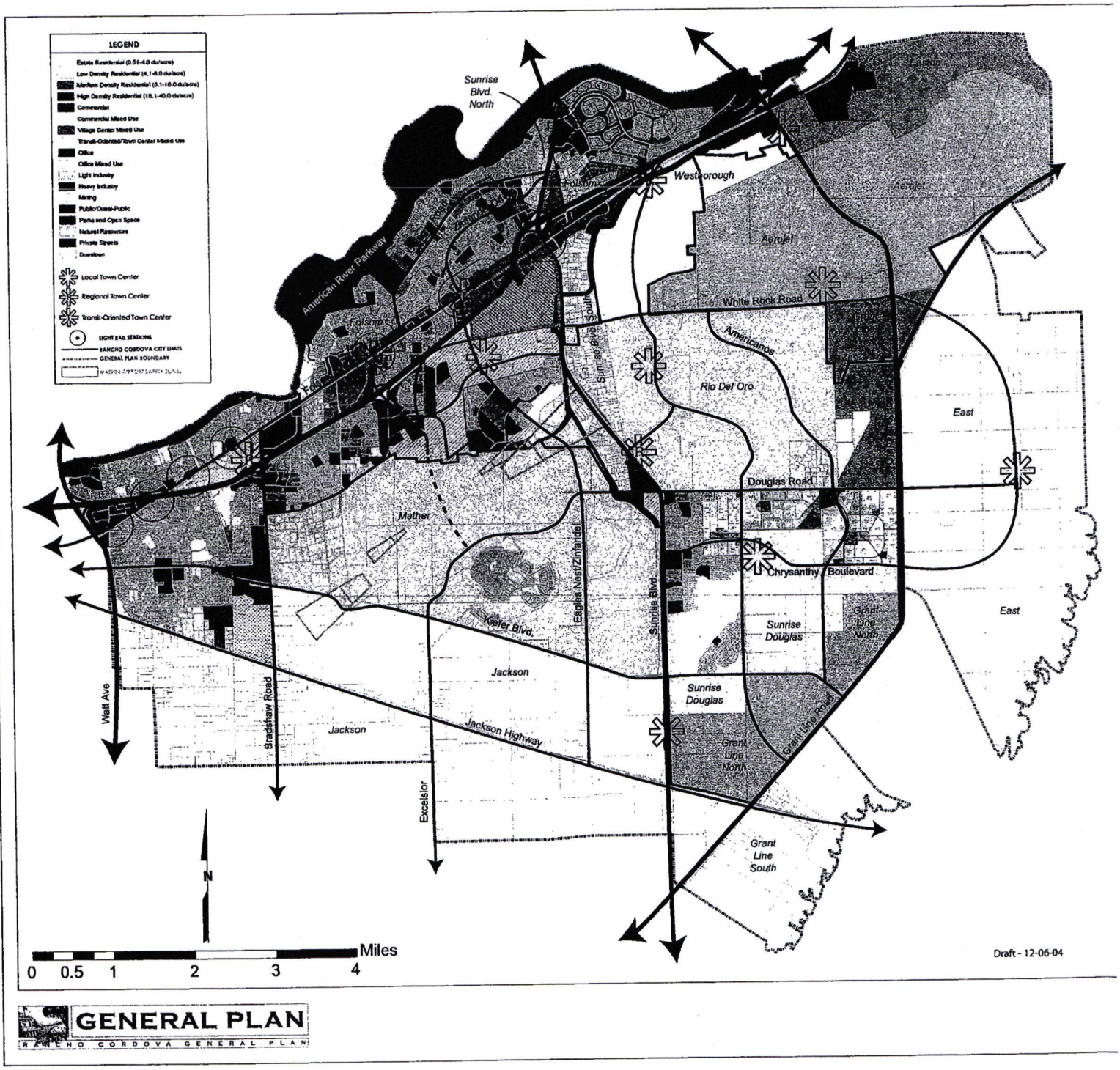
With the approval of the Draft Land Use Map, the preparation of the Draft Environmental Impact Report (DEIR) for the General Plan can also proceed—many of the impact areas associated with the General Plan are directly tied to land use (e.g., what types of land uses will occur in various locations) and land use intensity (e.g., multi-story vs. single-story buildings, residential density, etc.). The Draft Land Use Map will help City staff and our technical consultants to prepare the various analyses (traffic, noise, etc.) which will be used in the General Plan DEIR.

Staff will also be soliciting input from property owners and public regarding land uses for specific parcels prior to the December meeting. Some of those suggestions may become part of the Draft Land Use Map or one or more alternatives which are examined in the General Plan Environmental Impact Report.

ATTACHMENTS:

1. Draft Land Use Policy Map
2. Land Use Designations
3. Planning Area Descriptions
4. Property Owner Request letters

DRAFT LAND USE POLICY MAP

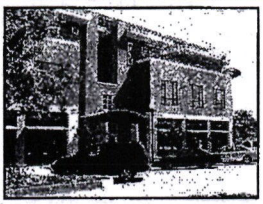
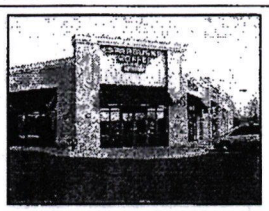
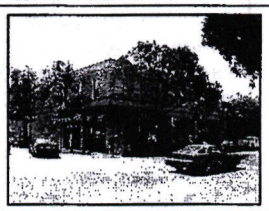


GENERAL PLAN
RANCHO CORDOVA GENERAL PLAN



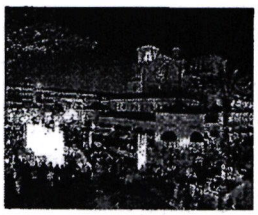
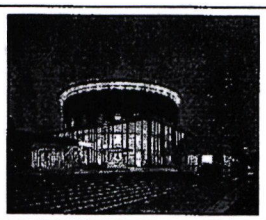
LAND USE DESIGNATIONS

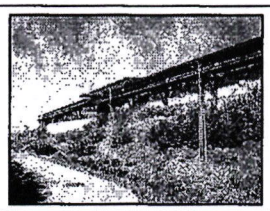
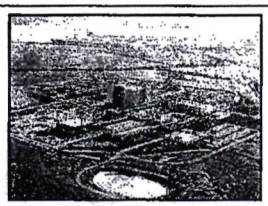
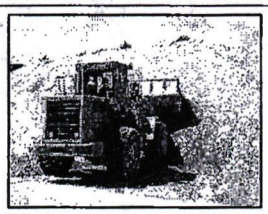
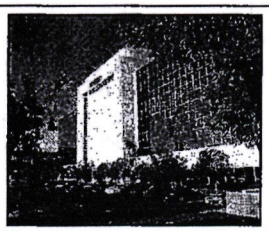
RANCHO CORDOVA GENERAL PLAN

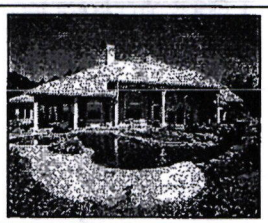
Non-Residential and Mixed Land Uses		
Designation	**Typical Illustration**	**Notes**
Residential Mixed Use		Predominately residential development at medium to high densities, which may include ground floor retail office and/or service uses that are vertically integrated[1]. *Note: To be fully implemented, this land use designation will require the adoption of new zoning designation(s).*
Commercial Mixed Use		Predominately retail and service commercial development that may include office use. Residential uses are permitted when specified conditions are met. These uses may be vertically or horizontally integrated[2]. *Note: To be fully implemented, this land use designation will require the adoption of new zoning designation(s).*
Office Mixed Use		Predominately office development that may include retail and service, as well as residential uses. These uses may be vertically or horizontally integrated. *Note: To be fully implemented, this land use designation will require the adoption of new zoning designation(s).*
Village Center Mixed Use		Generally characterized by vertically or horizontally integrated retail, office, and professional uses that serve daily shopping needs of nearby residents, such as: • Supermarkets • Drug stores • Restaurants • Services May also include medium-high density residential development. Village Centers are sized to match the market demand of approximately 10,000 to 15,000 persons. *Note: To be fully implemented, this land use designation will require the adoption zoning amendments.*

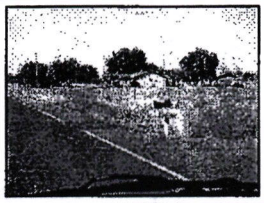
[1] "Vertically integrated" -- Uses mixed in a multi-story building, such as residential apartments above ground-floor retail or office, or offices above retail. *See: "Horizontally integrated"*

[2] "Horizontally integrated" -- Uses mixed on a site or in a development where different uses are adjacent to each other and not vertically integrated.

Town Center Mixed Use		Generally characterized by a mix of retail, office, and professional uses that serve regular and special shopping needs not met by the uses in a Village Center. Typical uses include: • Larger retail stores • Restaurants • Lodging • Entertainment • Indoor and outdoor recreational facilities Town Centers are vibrant destination places with daytime and nighttime activities. Residential densities are medium to high. Town Centers are sized to meet the needs of approximately 30,000 persons, and may meet regional office or retail needs in addition to local needs. Uses may be vertically or horizontally integrated. *Note: To be fully implemented, this land use designation will require the adoption of zoning amendments.*
Transit-Oriented/Town Center Mixed Use		Generally characterized by vertically integrated office retail, and residential uses developed in a multi-story configuration. Includes residential development at densities of up to 80 units per acre. *Note: To be fully implemented, this land use designation will require the adoption of zoning amendments.*
Regional Town Center		Generally characterized by a mix of vertically or horizontally integrated retail, office, and residential uses that serve a larger region (within 30 to 60 minutes' driving time, or approximately 100,000+ population). Typical uses will include: • Large retail stores (100,000 SF and larger) anchoring retail centers of up to 900,000 SF • Entertainment • Restaurants • Lodging • Indoor and outdoor recreational facilities Regional Town Centers are vibrant destinations places for the entire region. Uses may also include offices, and residential at densities of up to 80 units per acre *Note: To be fully implemented, this land use designation will require the adoption of zoning amendments.*
Civic District		Designates the area in which civic uses such as City Hall, post office, courthouse, police and fire stations would be located. Other land uses in the Civic District would be established by the underlying land use designation.

Industrial Land Uses		
Designation	**Typical Illustration**	**Notes**
Light Industry		Generally characterized by industrial or manufacturing activities which occur entirely within an enclosed building.
Heavy Industry		Generally characterized by industrial or manufacturing activities which may occur inside or outside of an enclosed building.
Mining		Surface mining and related activities
Public, Quasi-Public, and Open Space Land Uses *Note: These categories will typically be applied to lands after acquisition by the City or another agency has occurred, or after the acceptance of roadways by the City or Caltrans, and are intended to reflect existing land uses, rather than planned facilities.*		
Designation	**Typical Illustration**	**Notes**
Public/Quasi-Public		Includes a variety of public and other land uses, including: • Lands owned by the City of Rancho Cordova and other public agencies • Schools, colleges, and universities • Churches, synagogues, temples, and other places of worship • Hospitals
Parks and Open Space		Includes public parks and other public facilities owned by the Cordova Recreation and Park District or other public agencies and lands which have been reserved for open space uses such as lakes, trails, golf courses, and similar uses. Included in this category are commercial recreation facilities principally oriented to outdoor uses.
Natural Resources		Lands set aside as natural habitat.

Residential Land Uses		
Residential Land Use Designations/ Dwelling Units Per Gross Acre	**Typical Illustration**	**Notes**
Rural Residential 0.1 - 0.5		Minimum lot size: 2 to 10 acres.
Estate Residential 0.51 – 4.0		Lot sizes range from ¼ acre to 2 acres we are clearing our selves
Low Density Residential 4.1+ - 8.0		Lot sizes vary, generally from approximately 6,000 to 10,000 SF not accurate
Medium Density Residential 8.1+ - 18.0		Generally characterized by small lot single family detached or single family attached (i.e. condominium/townhome-type) development
High Density Residential 18.1+ - 40.0		Apartments, condominiums, or clustered single family, generally in multi-story configurations. Parking will generally be provided in traditional surface lots; parking structures may be used at higher densities

Agriculture		
Designation/ Minimum Parcel Size (Acres)	**Typical Illustration**	**Notes**
Rural Agriculture 10 – 100 acre minimum parcel size		Rural areas where some agricultural uses may occur, but where residential homes on lots of 10 – 100 acres are the predominant land use.
General Agriculture 100+ minimum parcel size		Areas set aside for commercial agricultural production. Minimum parcel size is 100 acres to ensure economic viability for farming operations.

Other Designations	
Designation	**Notes**
Planning Areas	See the text of the Land Use Element for a general description of planned land uses in the Planning Area. Planning Areas are subject to the preparation of more detailed comprehensive plans.

Westborough Planning Area

Size: ±1518 acres
Dwelling Units: 9,000
People: 24,570

This Area is PARTLY WITHIN the existing City Limits.

Conceptual Land Uses:

The Westborough Planning Area features primarily residential development focused around a Regional Town Center at the new Jaeger Road/Highway 50 interchange. The Town Center will likely feature on-site residential accommodations in the range of 15 to 25 units per acre. Entertainment venues may be a key component of the Town Center.

Two Village Centers will serve the daily commercial needs of the residents of Westborough. It will probably be made up of five to six neighborhoods. Because of the area's proximity to Highway 50 and Light Rail the overall residential densities will be on the high end of the Low Density Residential Land Use Designation and in some portions may feature single-family developed as high as 12 units per acre.

Development within the Planning Area will take into consideration and build upon the opportunities presented by the location and route of the Folsom South Canal. Potential features include bicycle/pedestrian/running trails and commercial paseos and residential development fronting onto the canal.

Conceptual Circulation and Transit:

The primary circulation pathways into and around Westborough will be Folsom Boulevard, Highway 50, and the new Jaeger Road. Light Rail and other future public transit services will play a vital role in moving people at all hours of the day and will provide a solid alternative to driving.

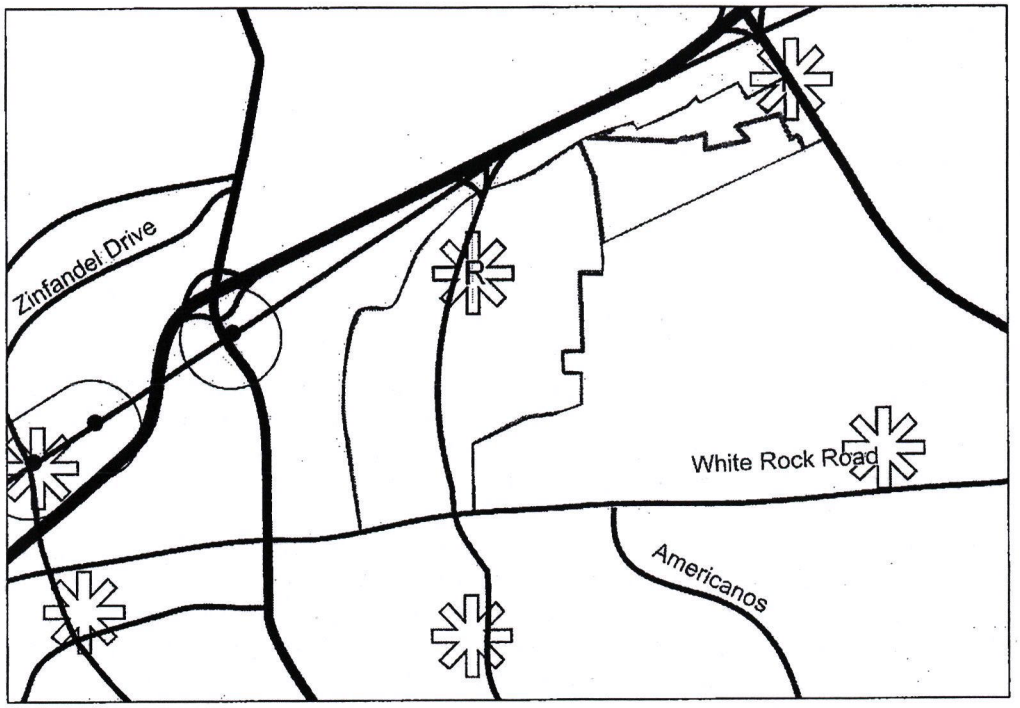
On and off-street bicycle routes will weave in and around the Planning Area and serve to interconnect all of the uses together. They will provide a secondary connection to the City via the Folsom South Canal and other on-street bikeways.

Timing:

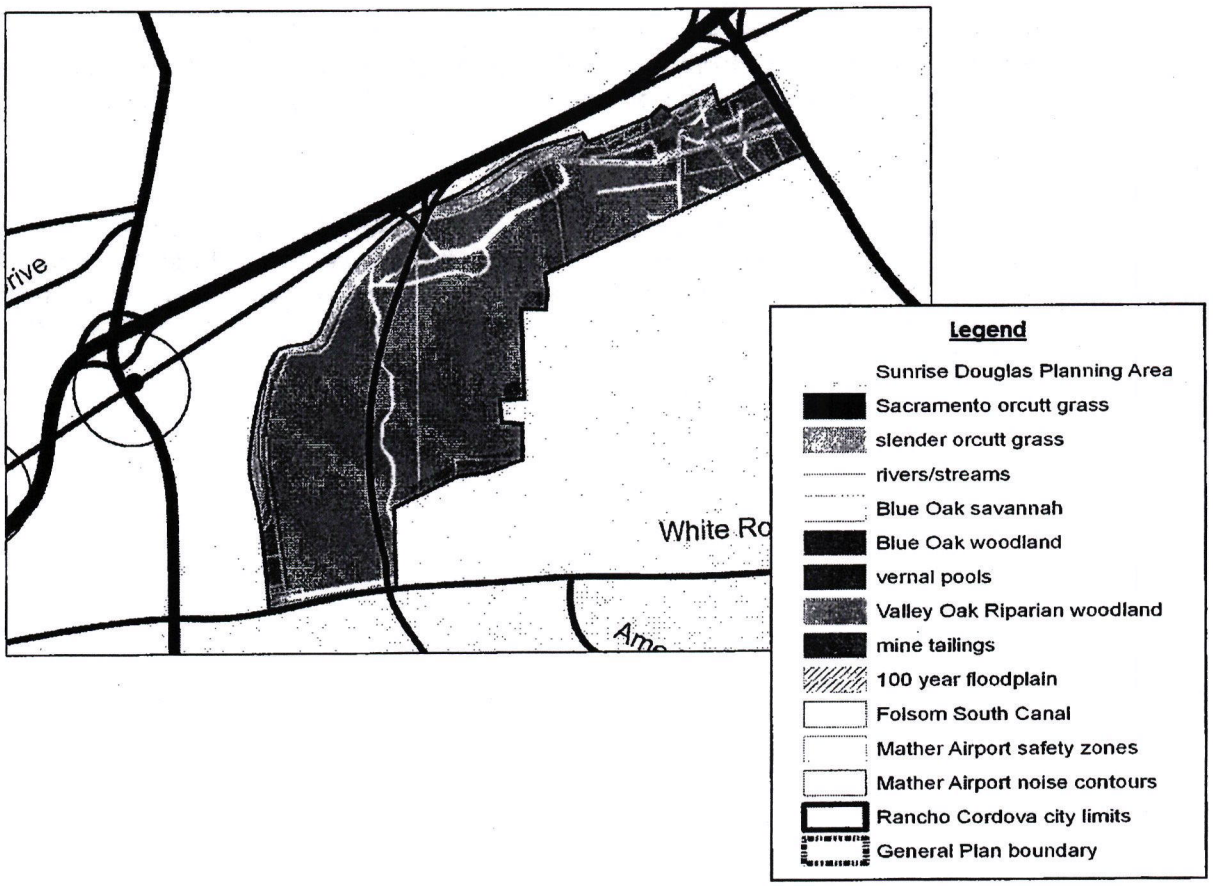
The Westborough area will likely be developed in the next five to ten years. Its proximity to existing development and it potential for easy integration into the existing urban framework make it an ideal candidate for City expansion. Work has recently been completed on soil remediation and toxic cleanup and the area is now prime for urban activities.

Planning Area Descriptions

The Westborough Planning Area



Environmental and Physical Constraints



Aerojet Planning Area

Size: ±5453 acres
Dwelling Units: 3,930
People: 10,700

This Area is OUTSIDE the existing City Limits.

Conceptual Land Uses:

The Aerojet Planning Area is the site of the Aerojet/GenCorp operations. The historic and ongoing uses of the site necessitate the need for soil remediation and other toxic cleanup activities that will not be completed during the lifetime of this Plan. Portions of the area are ideal for continued industrial, research and development, and mining operations in the near term. Intense development (i.e. offices, research and development activities, light industrial uses) will probably be located near the center of the Planning area along an extension of Hazel Avenue.

Some portions of the Planning Area that border onto other Planning Areas where medium to high intensity development is proposed (i.e. Easton, Westborough, and Rio del Oro) may be developed in a manner similar to those areas, but at decreased densities. It is possible that as many as three to four neighborhoods, divided between the boundaries with other Planning Areas, may be developed, along with one or two Village Centers. No Town Centers of any type are proposed for the Aerojet Area.

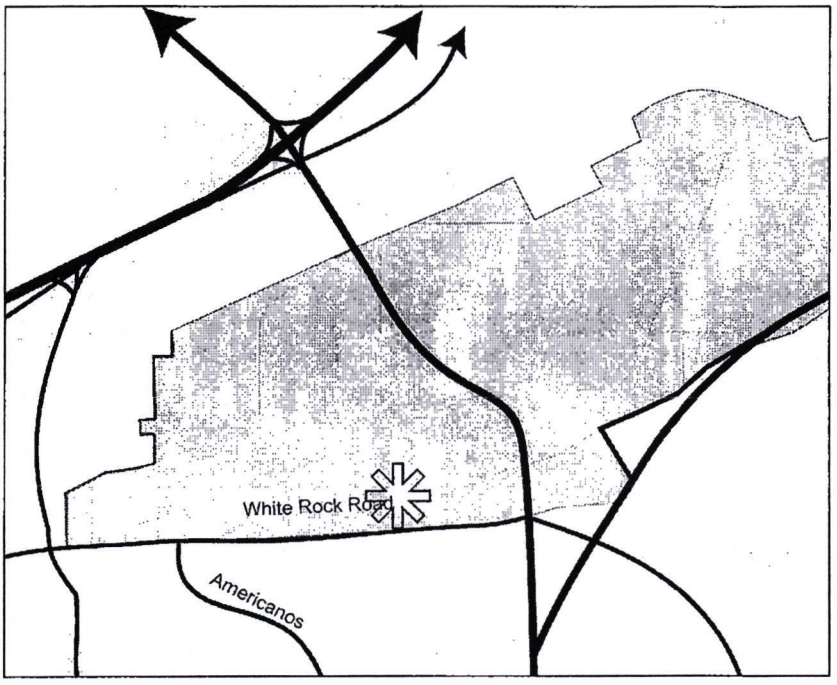
Conceptual Circulation and Transit:

An extension of Hazel Avenue will be the primary circulation feature of the Aerojet Planning Area. Neighborhood and Village developments along the periphery of the Area would best be served, from a circulation standpoint, by those areas.

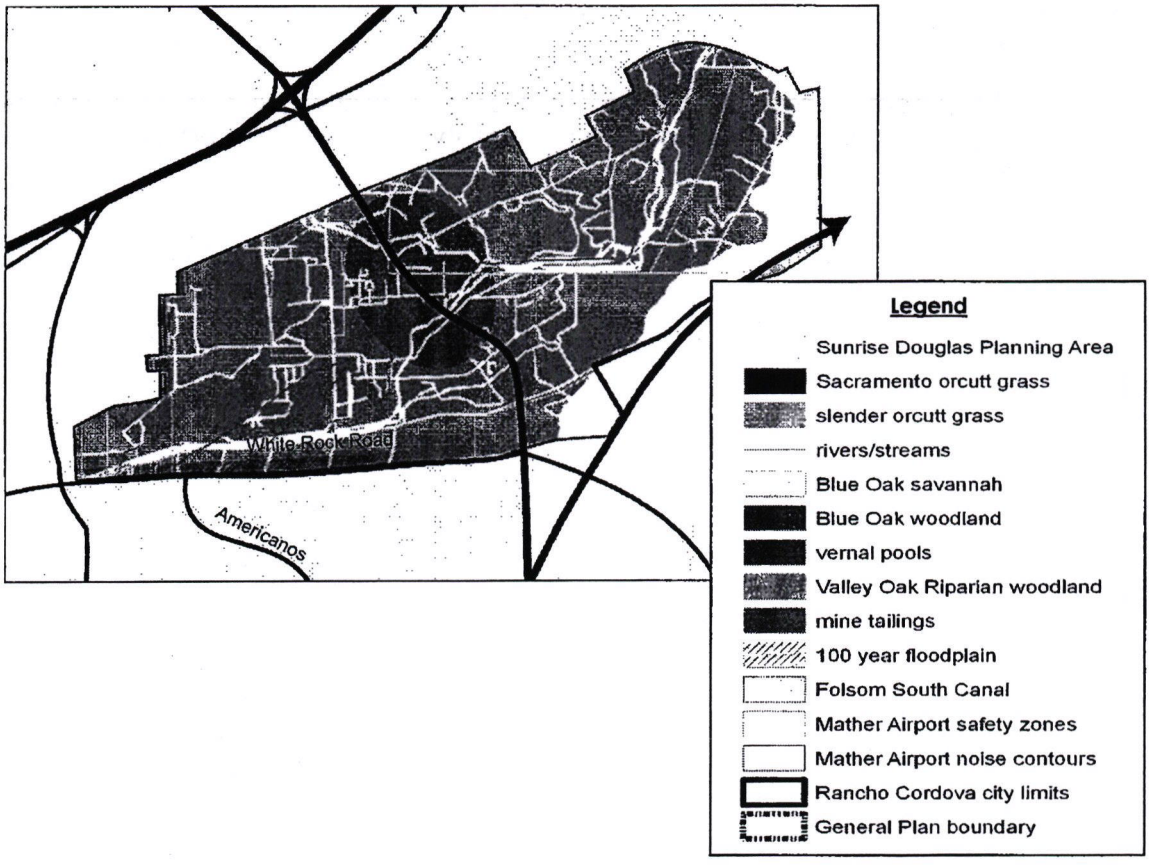
Timing:

Because of the ongoing uses of the site, it is foreseeable that intense development will not occur within the Planning Area for more than 40 years – outside the timeframe of this Plan. Development along the edges of the Area is more likely, in conjunction with neighboring development. The Hazel Avenue extension may be completed in the next 15 years.

The Aerojet Planning Area



Environmental and Physical Constraints



Easton Planning Area

Size: ±1366 acres
Dwelling Units: 3,300
People: 9,000

This Area is OUTSIDE the existing City Limits.

Conceptual Land Uses:

While currently under development review by the County, the Easton Planning Area will likely contain a mix of residential, commercial, office, and related uses in a Neighborhood-Village setting. Included in the proposal is a Regional Town Center at the Southern side of the Hazel-Folsom Boulevard-Highway 50 interchange. This Town Center will probably be about 100 acres in size and may be developed with several sports-oriented uses. It will also be oriented to take advantage of the connection with Light Rail.

The site will also feature over 450 acres of parks and open spaces that will connect the developed areas together and with the natural features.

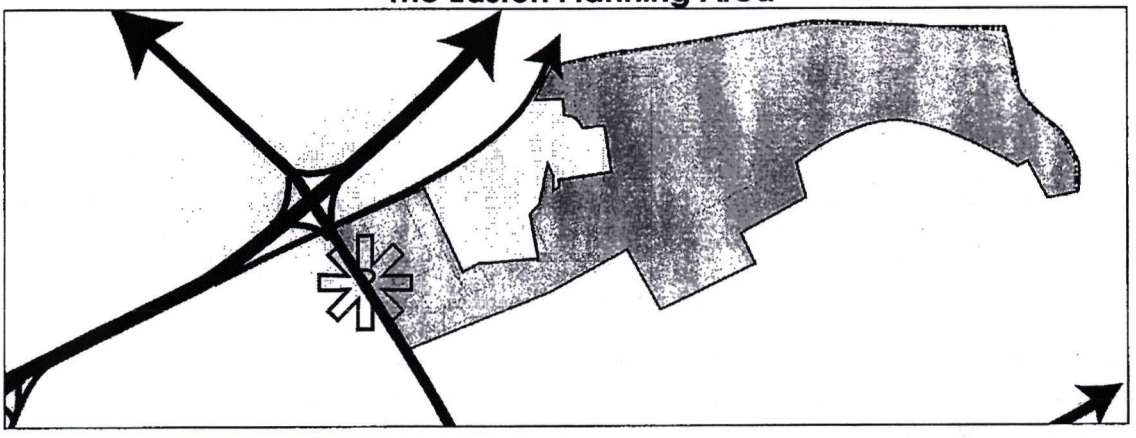
Conceptual Circulation and Transit:

The development of the Easton Planning Area will make use of its access to Highway 50 and Light Rail. Additional connectivity will be provided via the Hazel Avenue extension and various local roadway connections to Folsom Boulevard.

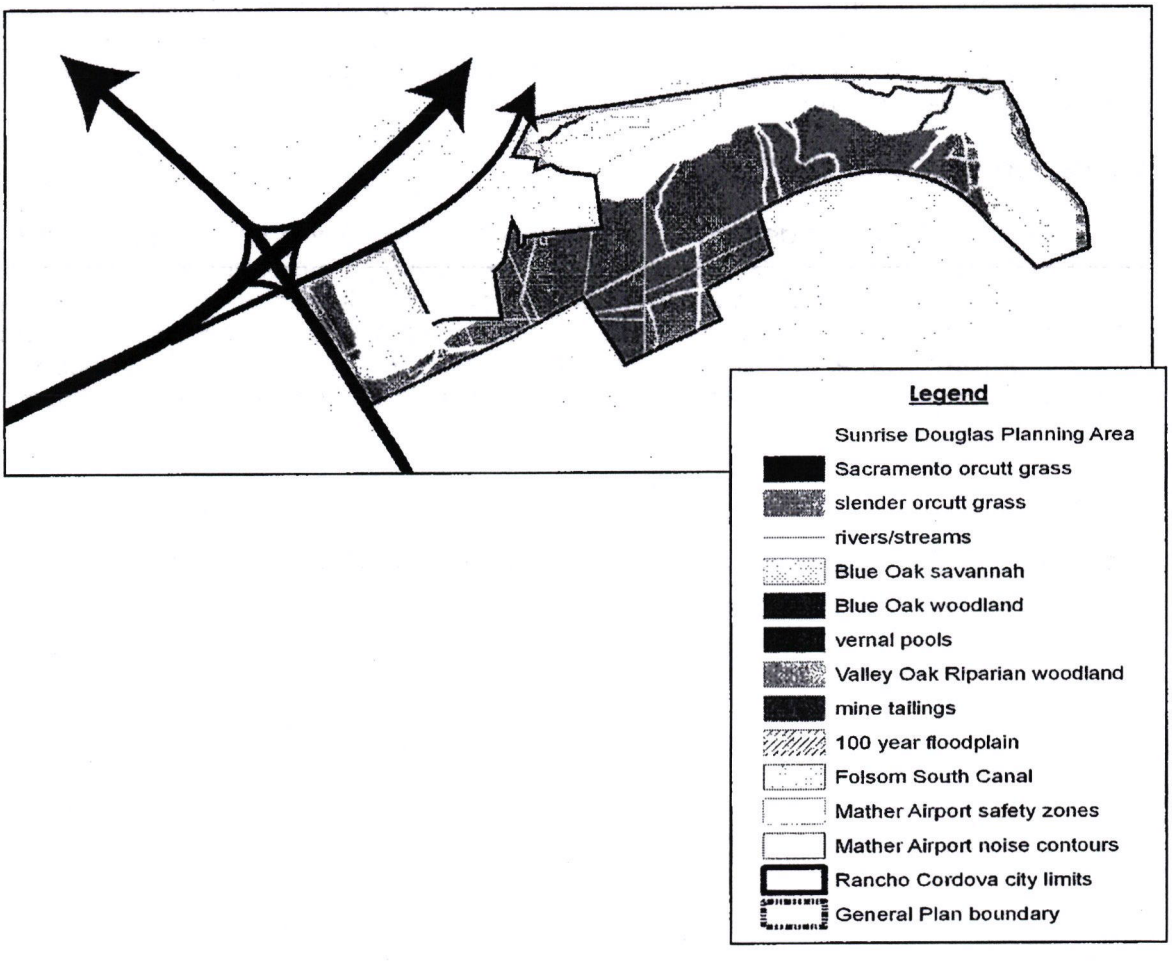
Timing:

The proposed plan for the Easton Area is currently going through the development approval process. It is anticipated that the Area will be built out within the next ten years.

The Easton Planning Area



Environmental and Physical Constraints



Rio del Oro Planning Area

Size: ±3765 acres
Dwelling Units: 12,000
People: 32,760

This Area is WITHIN the existing City Limits.

Conceptual Land Uses:

The Rio del Oro Planning Area would contain a mix of low, medium, and high-density residential units with an average density of approximately 12 units per acre. Residential areas would be developed to accommodate pedestrian use and clustered in a manner that promotes the Village/Village Center concept.

A Regional Town Center containing commercial, commercial mixed use, and shopping facilities would also be located in the planning area. The Area may be served by as many as three Village Centers, which provide the daily commercial needs of the residents. As many as 12 neighborhood centers could be developed throughout the planning area.

Additional land uses in the planning area may include office and light industrial uses, shopping centers, and open spaces. Light industrial uses would be mainly located along Sunrise Boulevard, while office may be clustered closer to residential areas to promote alternative modes of transportation.

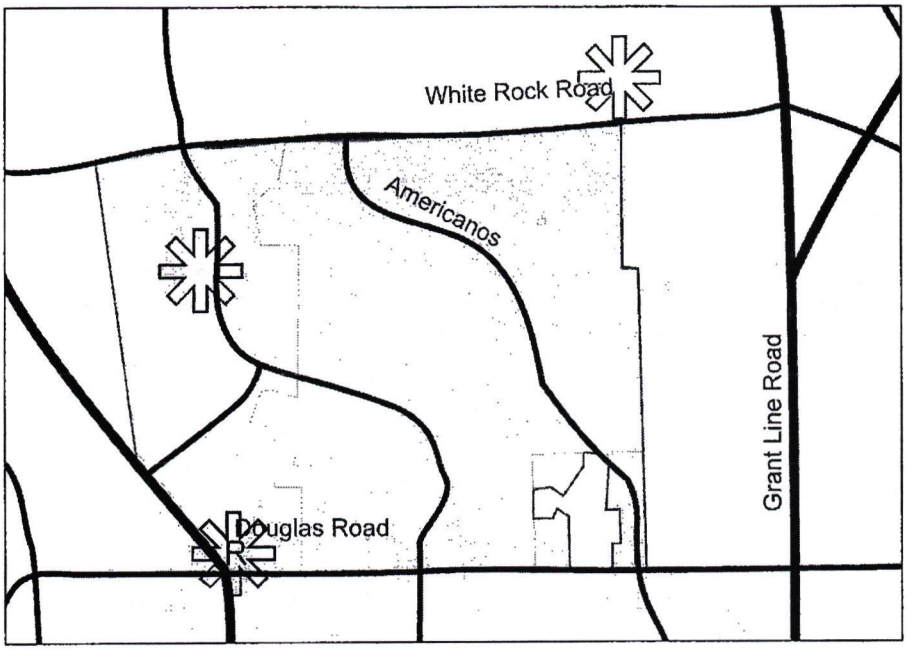
Conceptual Circulation and Transit:

The Planning Area is bounded on the north by White Rock Road and on the south by Douglas Road. Two main arterials generally meandering from north to south would bisect the planning area and serve as collectors for traffic in and out of the neighborhood areas. One arterial (Sunrise reliever) would be routed towards the general area of the Town Center to further promote its use, while the other collector (Americanos Drive) would serve to connect residential areas to White Rock Road and Douglas Road.

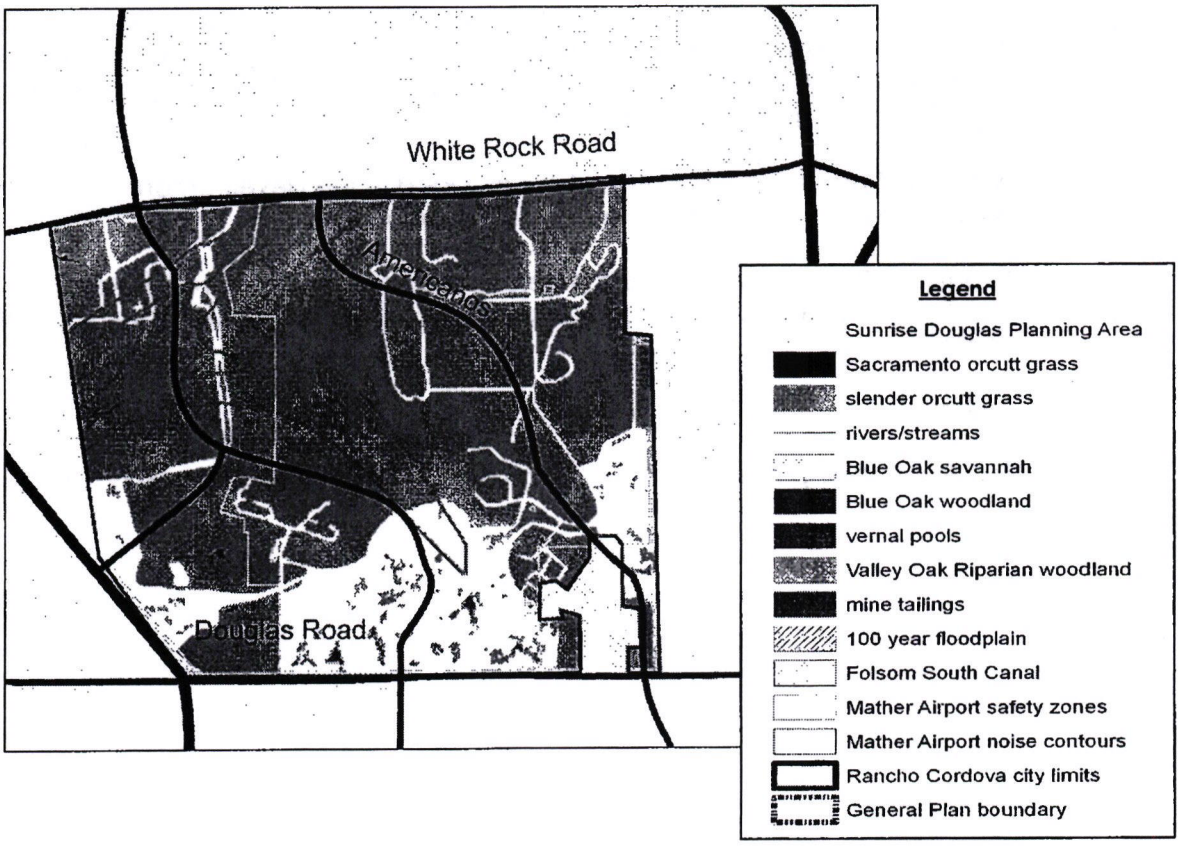
Timing:

The Rio del Oro Planning Area will likely be developed within the time horizon of this Plan.

The Rio del Oro Planning Area



Environmental and Physical Constraints



East Planning Area

Size: ±7404 acres
Dwelling Units: 10,000
People: 29,100

This Area is OUTSIDE the existing City Limits.

Conceptual Land Uses:

Since the East Planning Area borders on the County's Urban Services Boundary and the adopted 100 year flood plain, and contains many vernal pools and critical habitat for various threatened and endangered species, the East Planning Area will have a very dynamic mix of residential densities. Residential development near Grant Line Road and the proposed loop road should develop at densities similar to Grant Line West and Sunrise Douglas (8 dwelling units per acre), but will reduce in density as it approaches the eastern boundaries of the General Plan Planning Area (probably averaging three to four units per acre and as low as one unit per two acres).

Residents in the Planning Area will probably be served by five or six Village Centers and likely one Local Town Center. The service area of the Town Center will include Grant Line West and North Douglas 1 and 2.

Conceptual Circulation and Transit:

Grant Line Road and Douglas Road are the primary access ways into the East Planning Area. An additional connection is proposed as a loop road from the White Rock Road/Grant Line Road intersection on the north to the Chrysanthy Boulevard/Grant Line Road interchange on the south.

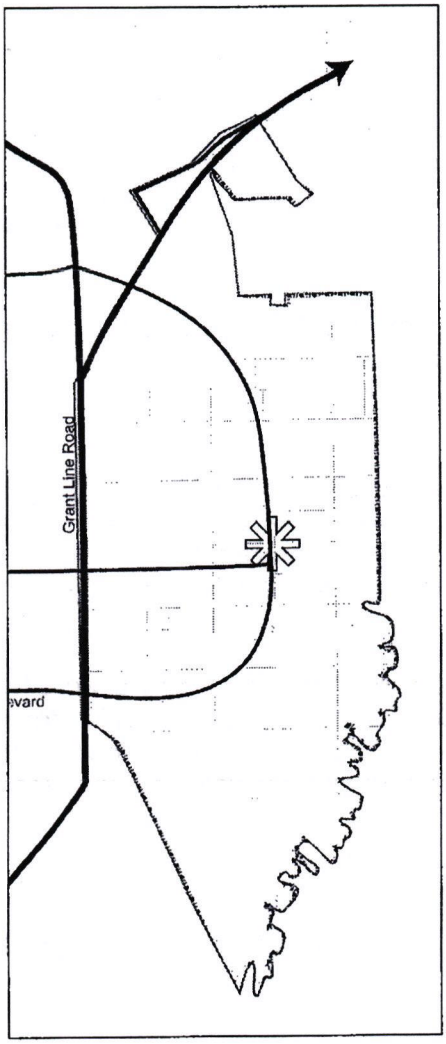
A trail and open space system will be included in the development of the East Planning Area and will connect to the surrounding development.

Grant Line Road may serve as a potential alignment for a future Bus Rapid Transit or Light Rail line. Other public transportation services will be included as ridership demand warrants.

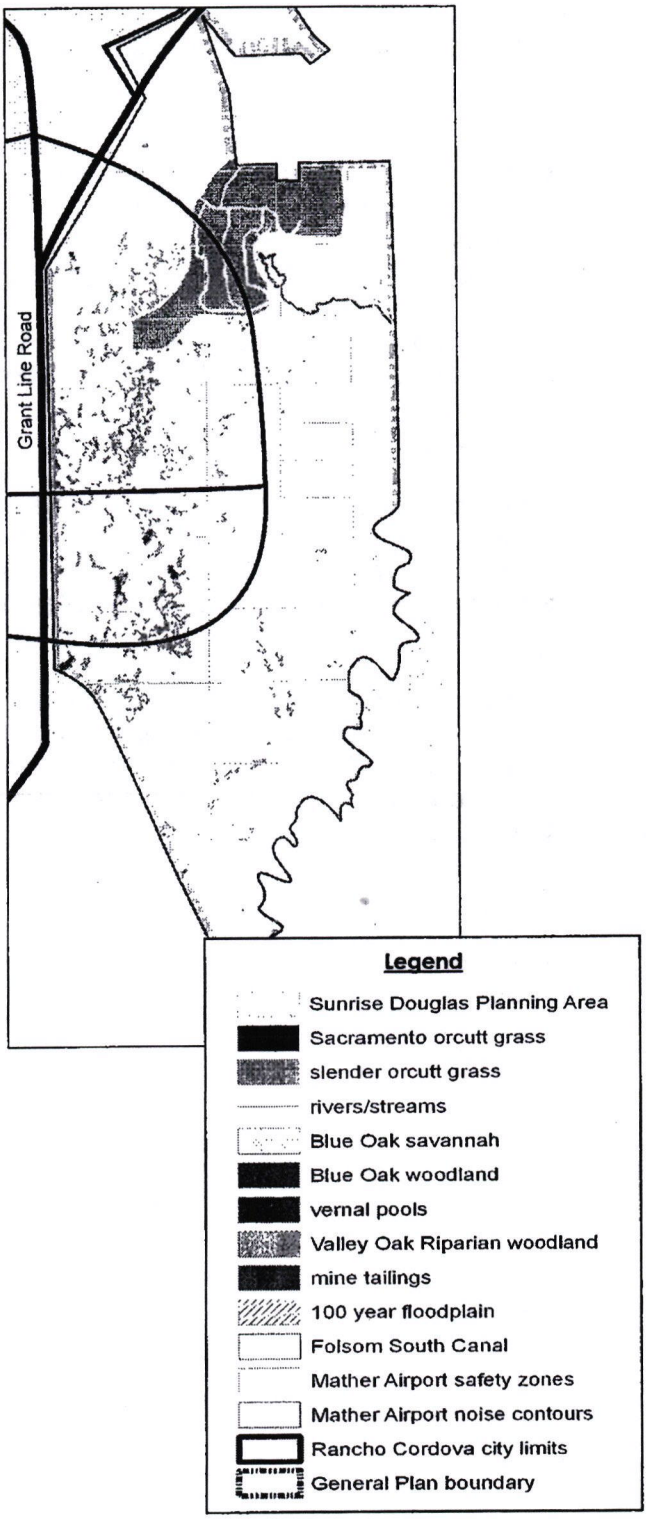
Timing:

The East Planning Area will probably be developed outside the time horizon of this Plan.

The East Planning Area



Environmental and Physical Constraints



Grant Line West Planning Area

Size: ±1306 acres
Dwelling Units: 3,750
People: 10,220

This Area is PARTLY WITHIN the existing City Limits.

Conceptual Land Uses:

The Grant Line West Planning Area may contain a mix of medium and high-density residential units with an average density of approximately 8 units per acre. Residential areas would be developed to accommodate pedestrian use, and clustered in a manner that promotes the Village/Village Center concept.

A Local Town Center and two Village Centers would be located within the Planning Area. As many as six neighborhood centers could be developed.

Conceptual Circulation and Transit:

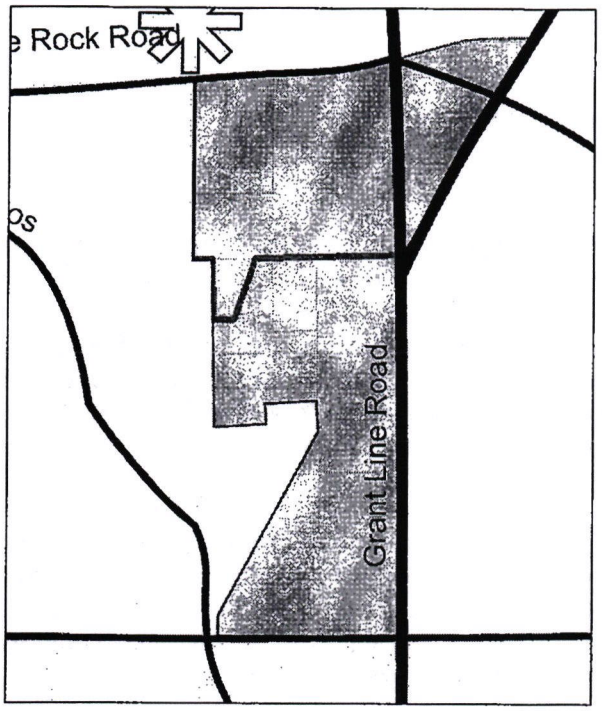
Development within the Grant Line West Planning Area is primarily served by Douglas Road, Grant Line Road, and White Rock Road. All three roadways will need to be expanded and upgraded to accommodate the potential increase in users. Local roadways will serve the individual neighborhoods, connecting them to the larger City and region.

A series of trails and bikeways is envisioned for the Planning Area, providing alternative modes of transportation and recreational opportunities for the residents. Public transit would round off the travel options. Potentials include Bus Rapid Transit (BRT) lines along all three major roadways around the Planning Area or even a Light Rail (LRT) line along Grant Line Road.

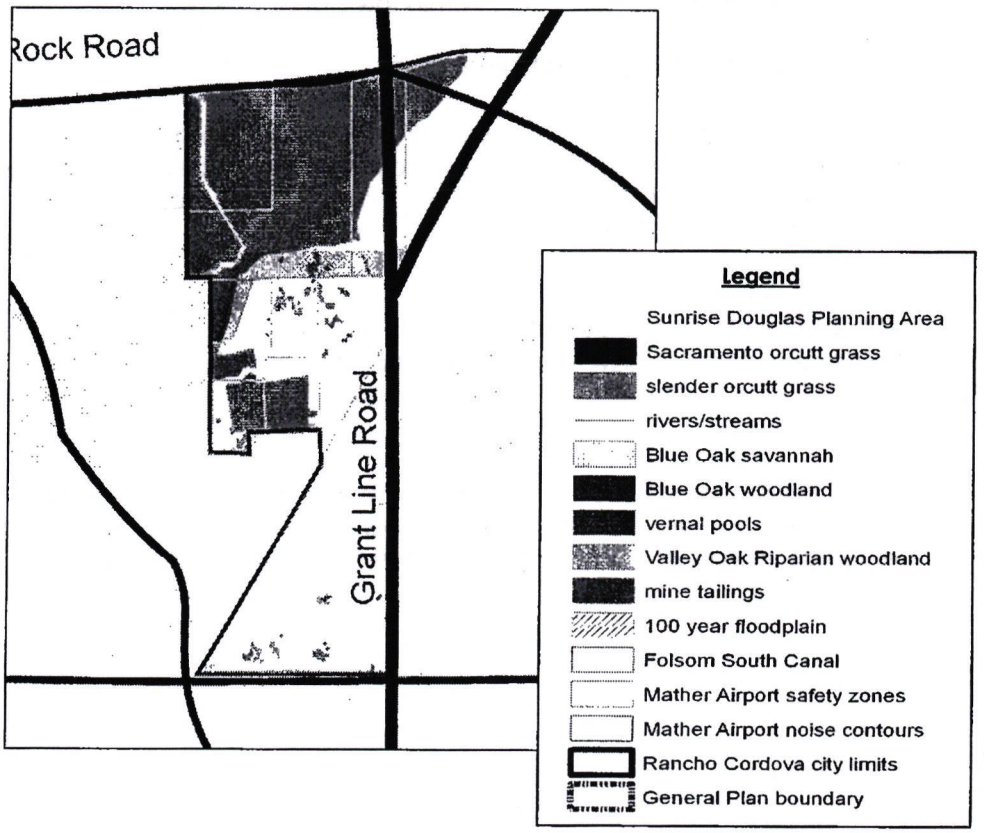
Timing:

The Grant Line West Planning Area will likely be developed within the timeframe of this Plan.

The Grant Line West Planning Area



Environmental and Physical Constraints



Mather Planning Area

Size: ±6353 acres
Dwelling Units: 5,700
Population: 15,560

This Area is OUTSIDE the existing City Limits.

Conceptual Land Uses:

Because of the required safety zones and the various flight patters into and around Mather Field, in conjunction with the environmentally sensitive habitat, large portions of the Mather Planning Area will need to remain undeveloped. Areas that have the highest potential for development are those near the intersection of Jackson Highway and Sunrise Boulevard and those north of Kiefer Boulevard along Bradshaw Road. Lands close to the flight line may develop as low density or estate residential or as light industrial. Development may increase in density as the distance from the airfield increases.

Mather Field itself is a vital component of the regional transportation system. It will continue to play a key role in bringing goods into Rancho Cordova and the surrounding communities, as well as exporting local services around the world. Operations are likely to expand and their presence could help create a synergy between many industrial and aeronautical services and the activities at the airport.

As many as eight neighborhood centers and two village centers may be developed within the Mather Planning Area. It is unlikely that enough development would occur to necessitate a Local Town Center within the Planning Area.

Conceptual Circulation and Transit:

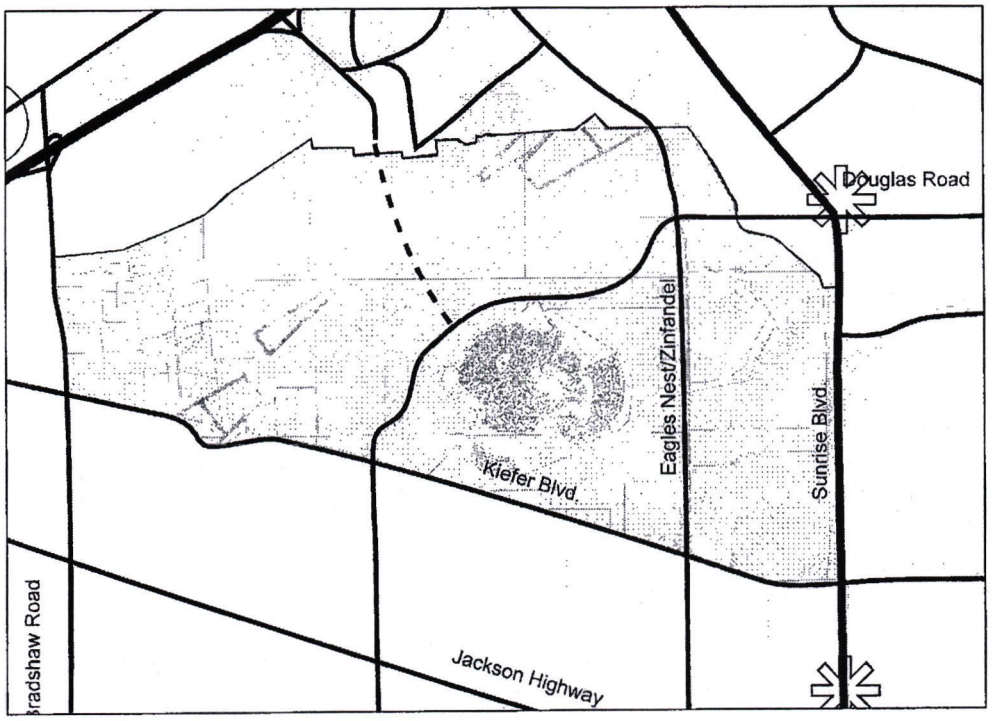
To accommodate development within and surrounding the Mather Planning Area, it is envisioned that several roadways leading into and around the area will need to be expanded or extended in some fashion. These include Kiefer Boulevard, Eagles Nest/Zinfandel Drive, and Excelsior/Douglas Road.

While many of the vernal pools and marshlands within the Planning Area may remain off-limits to people, the site's proximity to urban development around the Area encourage the development of new recreational trails and facilities.

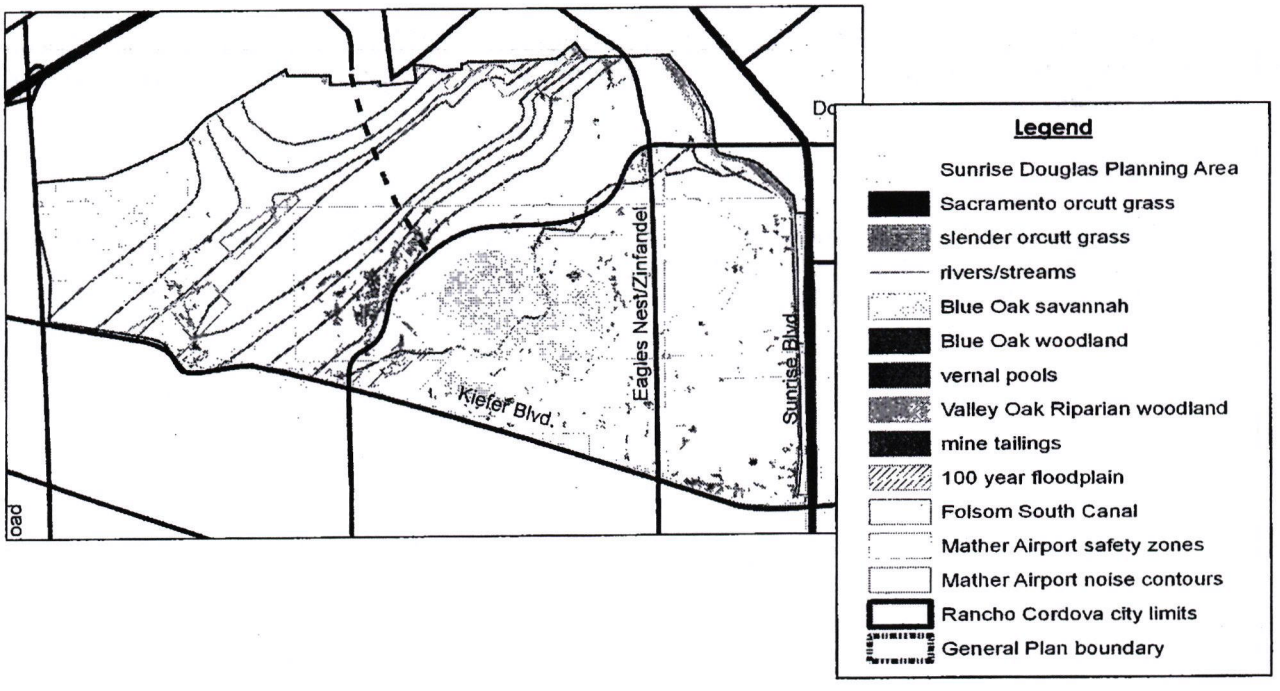
Timing:

Development along the north side of the Planning Area will probably occur at various stages over the next twenty years as operations at Mather Field expand. The south side will probably remain undeveloped for the timeframe of this Plan.

The Mather Planning Area



Environmental and Physical Constraints



Jackson Planning Area

Size: ±8730 acres
Dwelling Units: 14,000
Population: 38,100

This Area is OUTSIDE the existing City Limits.

Conceptual Land Uses:

The Jackson Planning Area will most likely develop as a series of twenty to thirty neighborhoods made up of residential units in the Estate and Low Density Residential Land Use Designations, averaging 4 to 5 dwelling units per acre. The most intense development will likely be constrained along the Bradshaw Road and Sunrise Boulevard corridors.

Village Centers serving the Area may primarily be located along Bradshaw Road, Kiefer Boulevard, and Jackson Highway. There is a possibility that a Local Town Center may be warranted somewhere along Jackson Highway, depending upon the final size of the buildout.

Conceptual Circulation and Transit:

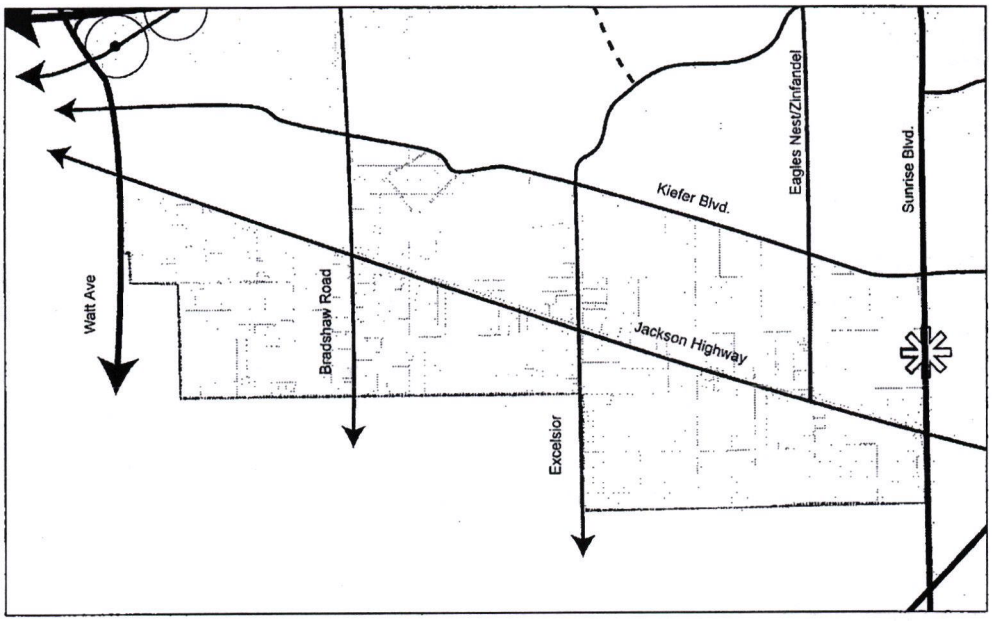
Development within the Jackson Planning Area will necessitate the expansion of all five major roads serving the area (Bradshaw Road, Kiefer Boulevard, Eagles Nest/Zinfandel, Excelsior/Douglas Road, and Jackson Highway). Their potential size will be in keeping with the rural character of the area, yet will need to support the demand placed on them.

As with the Mather Planning Area, the Jackson Planning Area will include various recreational trails and facilities. Public transit service may be provided as demand can support.

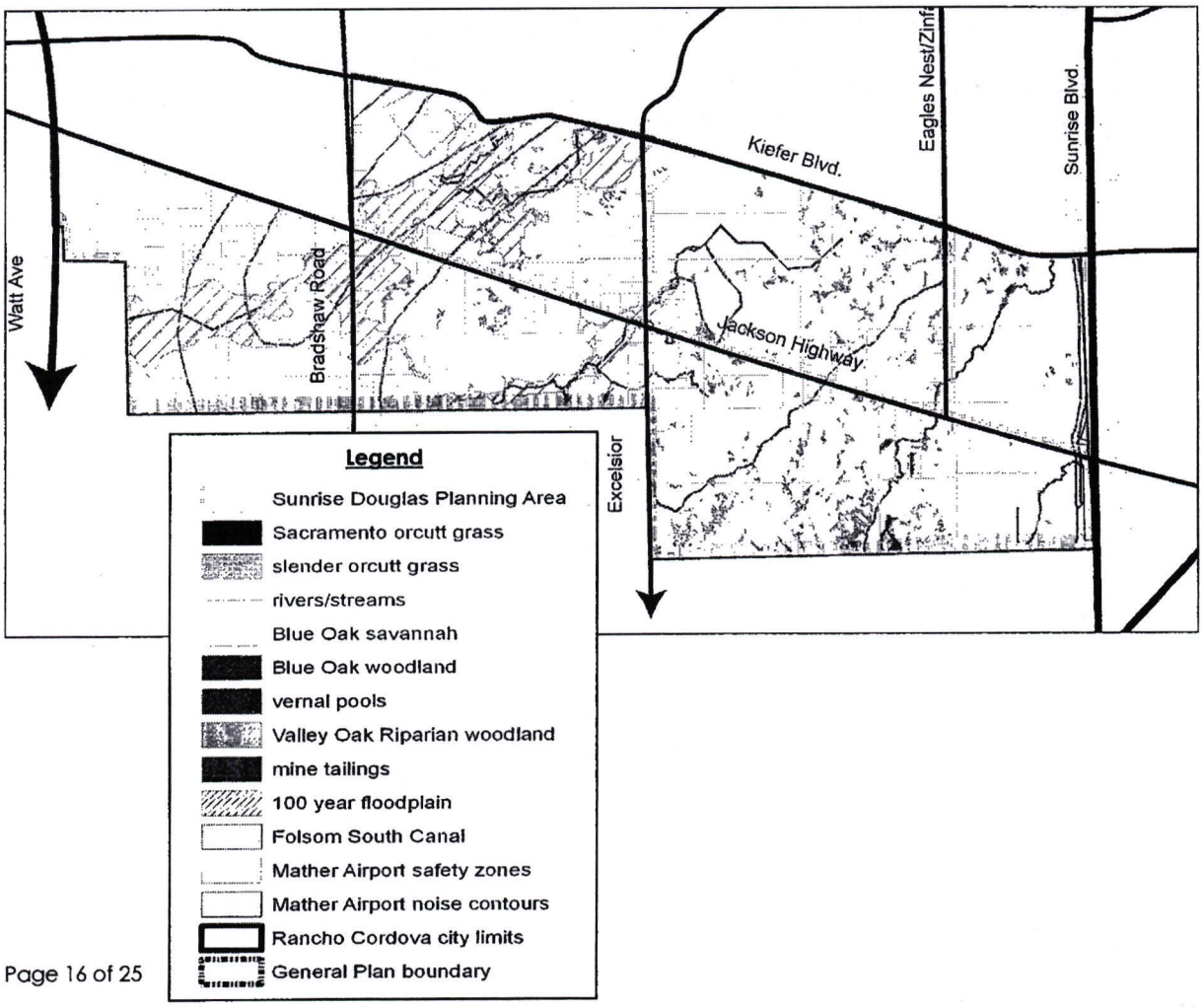
Timing:

Because of its location and proximity to other existing uses (Mather Field, surface mining operations, etc.) the Jackson Planning Area will probably not develop within the timeframe of this General Plan.

The Jackson Planning Area



Environmental and Physical Constraints



Sunrise Douglas Planning Area

Size: ±1762 acres
Dwelling Units: 4,800
Population: 13,180

This Area is WITHIN the existing City Limits.

Conceptual Land Uses:

The Sunrise Douglas Planning Area is within the approved Sunrise Douglas Specific Plan. Land uses in the planning area could result in the development of approximately 1,172 acres of single-family and multi-family residential areas, accompanied by 479 acres of supporting commercial, office and mixed uses, 177 acres designated for community and neighborhood parks, and 148 acres for elementary, middle, and high school sites.

A Local Town Center and two Village Centers would service the Planning Area. Between six and eight neighborhood centers could be developed throughout.

Conceptual Circulation and Transit:

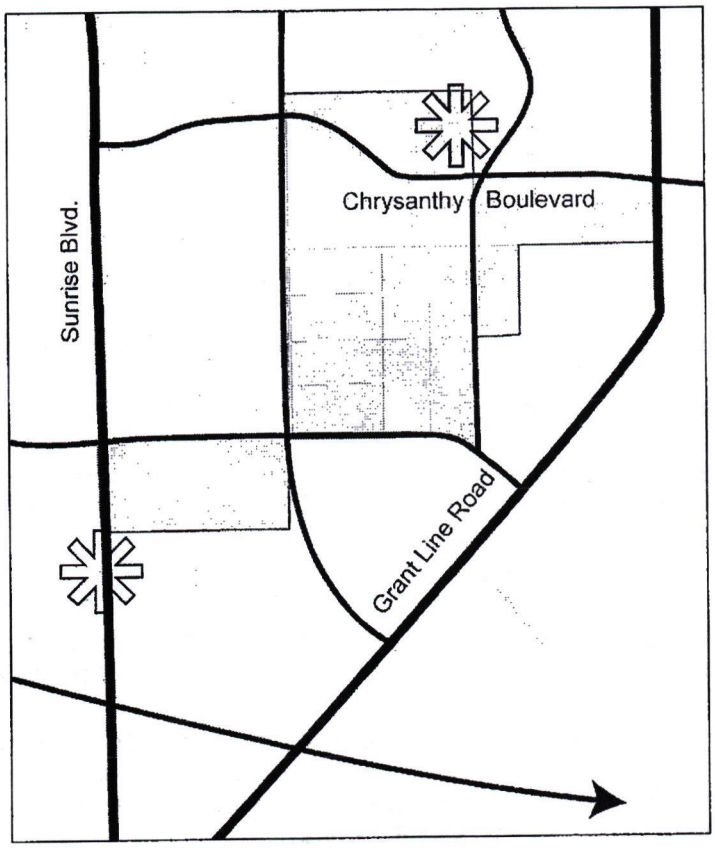
Chrysanthy Boulevard runs along the northern edge of the Planning Area. Americanos and Jaeger Roads run north-south through the Area. Additional connections include Sunrise Boulevard on the west, Kiefer Road on the South, and Grant Line Road on the East.

The Planning Area will include various recreational trails and facilities. Public transit service will be provided and will connect with the existing transit system, particularly the Light Rail line to the north. A Bus Rapid Transit or Light Rail extension line could serve the area via Grant Line Road and/or Sunrise Boulevard.

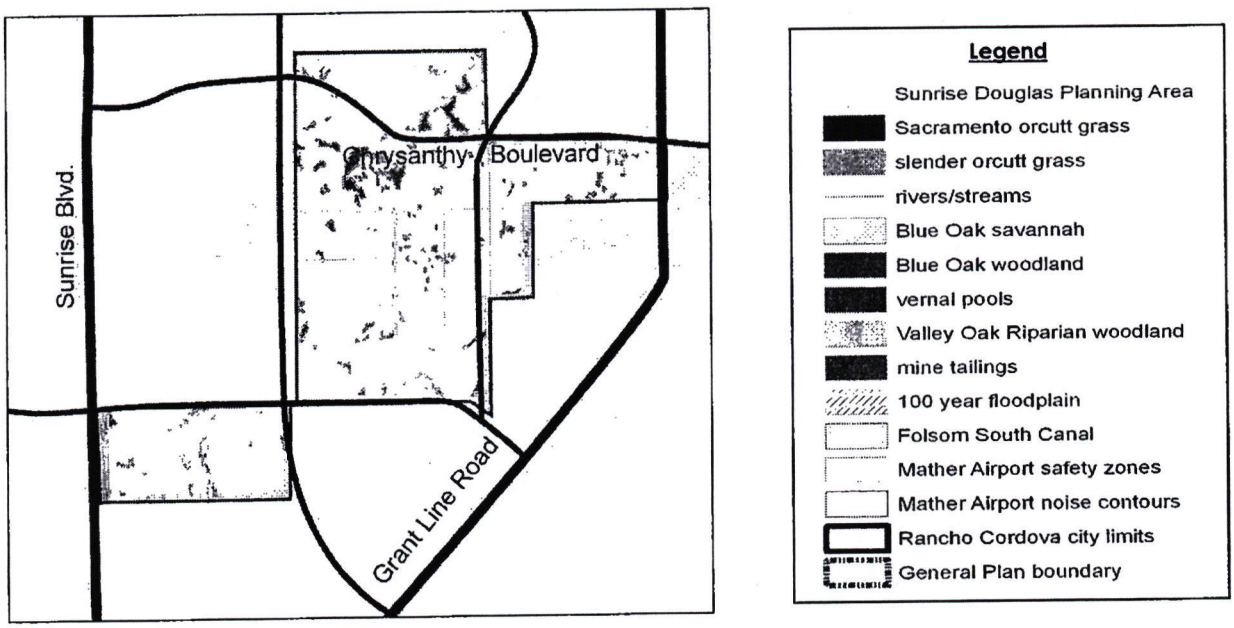
Timing:

The Sunrise Douglas will likely be developed in the next 10 to 15 years.

Sunrise Douglas Planning Area



Environmental and Physical Constraints



Grant Line North Planning Area

Size: ±1847 acres
Dwelling Units: 5,650
Population: 15,430

This Area is WITHIN the existing City Limits.

Conceptual Land Uses:

The Grant Line North Planning Area would be developed to accommodate pedestrian use and clustered in a manner that promotes the Village/Village Center concept. Planned land uses would include a mix of low, medium, and high-density residential units with an average density of approximately 8 units per acre, as well as mixed use areas consisting of commercial/residential units.

Two Village Centers and between five and seven neighborhood centers could be developed throughout the planning area.

Conceptual Circulation and Transit:

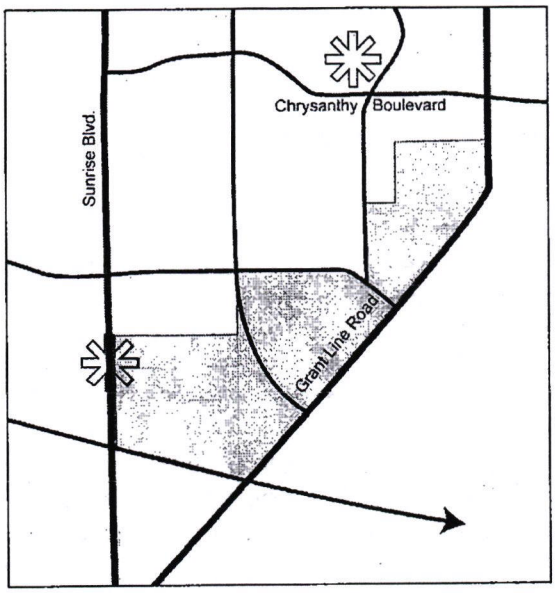
Grant Line North is served by Grant Line Road on the south and east, Sunrise Boulevard on the west, and by Jaeger and Americanos Roads, and Kiefer Boulevard.

The Planning Area will include various recreational trails and facilities. Public transit service will be provided and will connect with the existing transit system, particularly the Light Rail line to the north. A Bus Rapid Transit or Light Rail extension line could serve the area via Grant Line Road and/or Sunrise Boulevard.

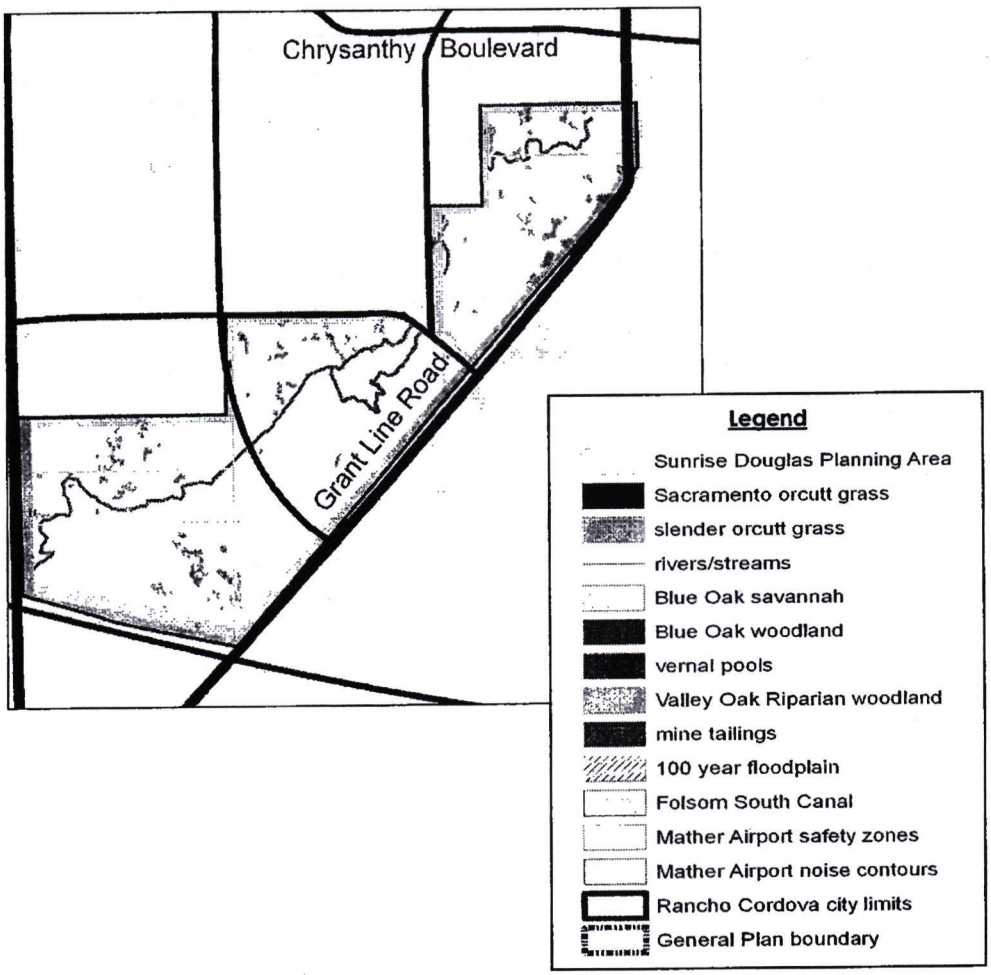
Timing:

The Grant Line North Planning Area will likely be developed within the time horizon of this Plan.

Grant Line North Planning Area



Environmental and Physical Constraints



Grant Line South Planning Area

Size: ±2549 acres
Dwelling Units: 3,670
Population: 10,000

This Area is OUTSIDE the existing City Limits.

Conceptual Land Uses:

The Grant Line South Planning Area, which consists primarily of open space and abuts areas to the south that are planned to be retained for agricultural uses, is currently located outside the City limits of Rancho Cordova. However, because it lies within the City's Sphere of Influence, the General Plan will recommend uses that may be appropriate at such time as the planning area is annexed into the City.

In addition, up to two Village Centers consisting of commercial, commercial mixed use, and mixed use residential/multi family units could be located in the planning area. Land uses may consist of small to medium grocery stores, drug stores, dry cleaners, coffee shops, and small restaurants. Mixed uses may feature retail/service at street level with residential uses above, and residential areas may consist of apartments or town homes.

Further, eight and ten neighborhood centers could be developed throughout the planning area, featuring such land uses as public or quasi-public buildings, elementary or middle schools, and neighborhood commercial uses such as markets, coffee shops, and small restaurants. Residential densities, especially along the outlying, southern portions of the Area would be limited in scale and density. Most of the activity centers would be near the major roadway intersections.

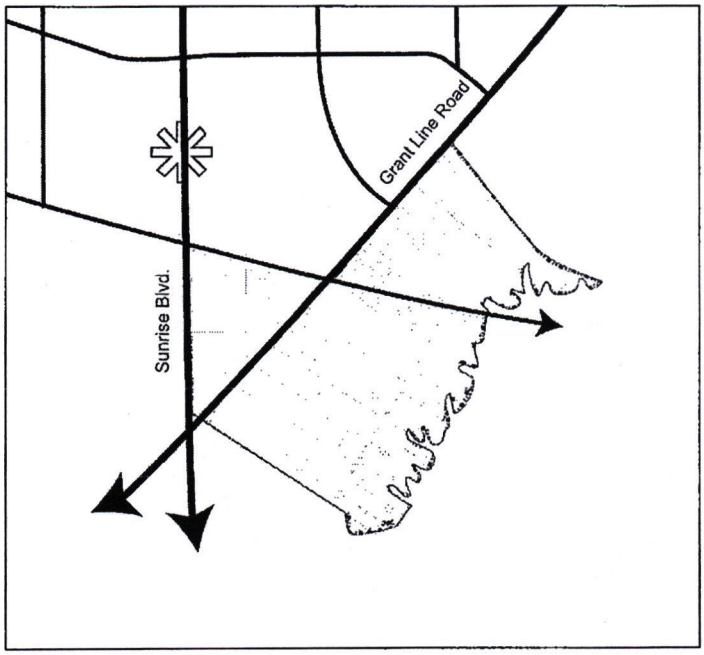
Conceptual Circulation and Transit:

As noted above, the convergence of three major roadways (Sunrise Blvd., Grant Line Road, and Jackson Highway) make the planning area an excellent regional location to consider for office and retail uses. The uses could be clustered along Grant Line Road and Jackson Highway, which would allow the innermost areas of the planning area to maintain an open space designation.

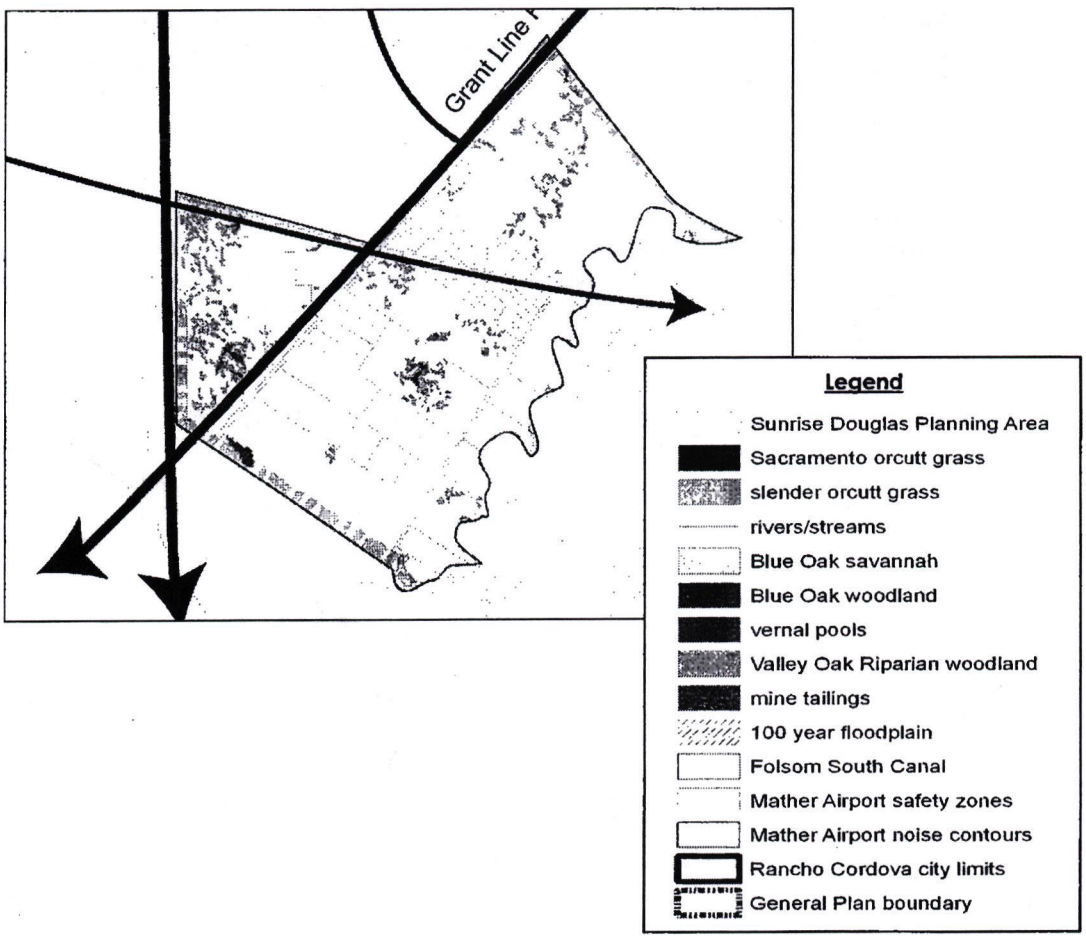
Timing:

The Grant Line South Planning Area will probably not begin developing for 30 years, based upon its location and proximity to the rest of the urban areas of the City. This places it outside the timeframe of this Plan.

Grant Line South Planning Area



Environmental and Physical Constraints



Folsom Boulevard Planning Area

Size: ±708 acres
Dwelling Units: 12,750
Population: 34,800

This Area is WITHIN the existing City Limits.

Conceptual Land Uses:

The Folsom Boulevard Planning Area will serve as the high-intensity development center of the City. The tallest buildings with residential densities near 80 units per acre will be developed here in a mixed-use setting. Development will take advantage of the proximity and availability of Light Rail to and from the Area.

Partially included in the Folsom Boulevard Planning Area is the Downtown District. This District is where the City intends to locate its major civic facilities (city hall, police station, performing arts center, etc.). These uses may be located in an area generally designated for office or office mixed uses, where they would benefit from the location of other, complementary land uses such as retail, restaurants, and entertainment.

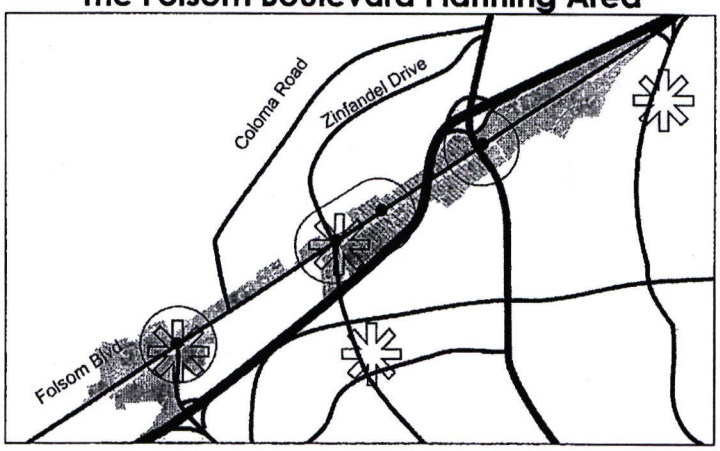
Conceptual Circulation and Transit:

Folsom Boulevard is the primary thoroughfare through the site, however several other roadways, including Zinfandel Drive and Sunrise Boulevard connect the Area to the Highway 50 corridor. Light Rail and the other public transit services that exist in the Area should be expanded to accommodate the greater number of people who will live there, as they should become viable alternatives to driving.

Timing:

As Folsom Boulevard has already been urbanized, revitalization efforts will need to be undertaken by both the City and landowners to remake the corridor into the vibrant mixed-use center that it is envisioned as. This process may take somewhere between ten and twenty years to accomplish and will require significant investment by various service providers.

The Folsom Boulevard Planning Area



Sunrise Boulevard North Planning Area

Size: ±88 acres
Dwelling Units: 950
Population: 2,600

This Area is WITHIN the existing City Limits.

Conceptual Land Uses:

The Sunrise Boulevard North Planning Area is the smallest of all the City's planning areas, encompassing the area directly west of Sunrise Boulevard and north of Highway 50. While currently an older retail area with many existing offices, this area should be redesigned with more intensive mixed-use (retail, office, and residential) activities.

Conceptual Circulation and Transit:

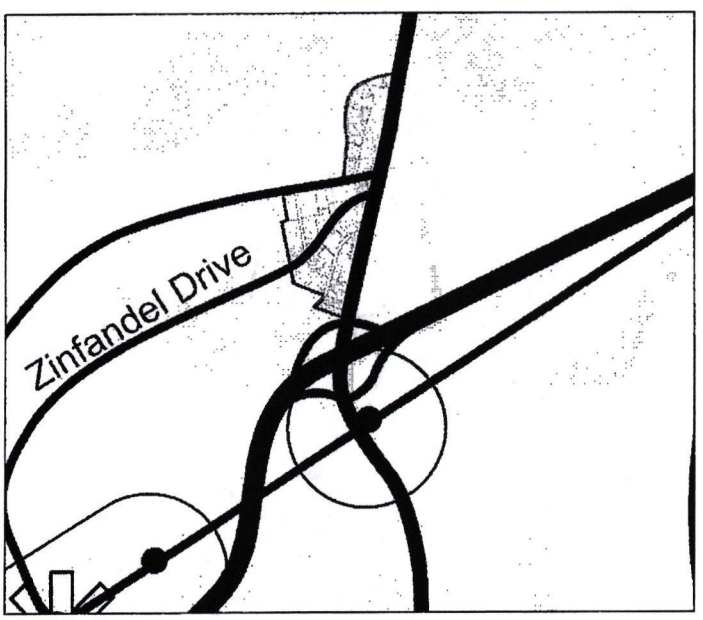
Sunrise Boulevard is one of the primary accesses to the Area. Increasing travel demands on this roadway will necessitate some form of reengineering or redesign. At some level, a streetscape enhancement plan should be devised for the Area.

Light Rail and bus transit also serve the area and will continue to be a major transportation component.

Timing:

The Planning area has already been urbanized and will require revitalization efforts by both the City and landowners to remake the corridor into the vibrant mixed-use center that it could become. This process may take somewhere between ten and twenty years to accomplish and will require significant investment by various service providers.

The Sunrise North Planning Area



Sunrise Boulevard South Planning Area

Size: ±842 acres
Dwelling Units: 1,700
Population: 4,650

This Area is WITHIN the existing City Limits.

Conceptual Land Uses:

The Sunrise Boulevard South Planning Area includes the many commercial and industrial uses south of Highway 50 along the Sunrise corridor, stretching as far south as Douglas Road. The light industrial and auto wrecking activities should be relocated to other areas of the City and replaced with more intense uses. While a small percentage of development within the Planning Area will need to be at a low intensity due to the activities at Mather Field, the Area could be revitalized with commercial and residential uses. This could include several mixed-use centers.

Conceptual Circulation and Transit:

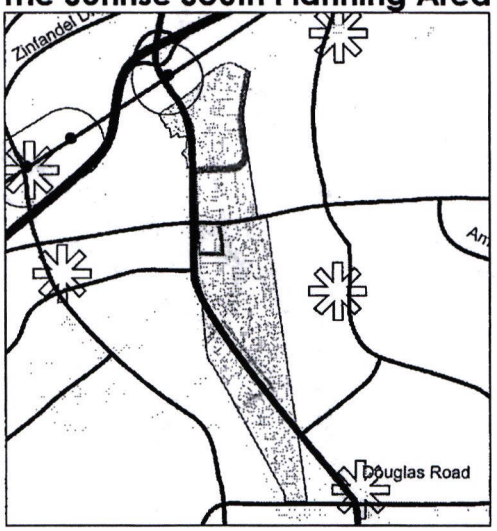
Sunrise Boulevard is the primary access to the Area. Increasing travel demands on this roadway will necessitate some form of reengineering or redesign. A streetscape enhancement plan should be devised for the Area.

Any new development should be pedestrian oriented in nature and provide amenities of the walking and cycling public. Public transit, especially the close proximity to Light Rail, should be considered as part of the revitalization of the Area.

Timing:

The Planning area has already been urbanized and will require revitalization efforts by both the City and landowners to remake the corridor into the vibrant mixed-use center that it could become. This process may take somewhere between ten and twenty years to accomplish and will require significant investment by various service providers.

The Sunrise South Planning Area



McMillin Land Development
A Corky McMillin Company

October 20, 2004

Mr. Paul Junker, Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

location?

Subject: American Center West

Dear Mr. Junker:

We appreciated the opportunity to meet with you and Bill Campbell on September 23, 2004 to discuss our American Center West property in the City of Rancho Cordova.

Per our discussion, please consider this letter a formal request for the City to process a re-designation of this property to medium-density residential (e.g. 10-20 du/ac.) as part of its General Plan Land Use Map preparation, as well as the concurrent rezoning of the property to the appropriate corresponding residential zone.

As we discussed, we believe that the site's highest and best use is not industrial or office, but rather residential. We feel that residential, either attached or small lot/courtyard detached, would be in keeping with the character of the surrounding neighborhood and would increase the City's stock of workforce housing. We understand that you may want to consider other properties as part of this request.

We also understand the need for us to provide the City with concept plans showing how the site might be developed under a residential designation, as well as how that plan would incorporate the concepts of "new urbanism" and neo-traditional neighborhood design.

We look forward to working with you, your staff and the General Plan task force. Please let me know if you require any additional information and, also, how the process for consideration of our request will be handled. Thank you.

Sincerely,

Brian J. Milich
Senior Vice President

cc. William Campbell

Michael and Marilyn Carney
6365 Rio Oso Drive
Rancho Murieta, California 95683
(916) 354-0569

October 18, 2004

Mr. Paul Junker, Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Mr. Junker,

We are owners of 1,561 acres in Sloughhouse. Our land includes the following 19 contiguous parcels: 073-0040-015, 073-0070-002 and 005, 073-0070-013 through 019, 073-0080-041 through 043, and 073-0080-065 through 070. Part of this land is within the urban service boundary line; other parcels extend south and east through Deer Creek to Latrobe Road. (See map enclosures.)

We attended your 9/30/04 GPAC meeting and were very impressed with the foresight your initial planning has shown. We are very interested in the East Planning Area and would like to meet with you to find out more details regarding your long term vision for this part of Rancho Cordova.

We are not in the Williamson Act, and we are not developers although we have had experience annexing farmland to a city in the past.

At this time we are open to many different uses for our land. Our thoughts range from industrial near the Kiefer Landfill to housing developments with supportive neighborhood commercial within the urban service boundary. We also visualize a JTS Ranch type development on the Latrobe side of the ranch. Our goal is to be involved in the creation of a plan for the land, annex it to the city, and then sell to a developer and/or builder.

From our perspective the ideal time frame for the sale of our property would be five to fifteen years. We look forward to your input regarding land use thoughts and time frame ideas when we meet with you. Please contact us to set a date and time for this meeting.

Very truly yours,
Michael and Marilyn Carney
Michael and Marilyn Carney By MDC

Grant Line Jackson Investors
4993 Golden Foothill Pkwy., Suite 9
El Dorado Hills, CA 95762
(916) 489-7700

RECEIVED
SEP 27 2004
BY:

September 24, 2004

Mr. Paul Junker
Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: Rancho Cordova – New General Plan
Sacramento County Assessor's Parcel No. 126-0060-039

Dear Mr. Junker:

At the suggestion of your colleague, Bill Campbell, I'm contacting your office with respect to the above referenced property and the General Plan now being prepared for Rancho Cordova.

Our partnership, Grant Line Jackson Investors, is owner of the 160 acre parcel of land, rectangular in shape, located at the southeast corner of Jackson Highway (Hwy 16) and Grant Line Road, (eastern property boundary is Sloughhouse Road). We have owned this site for a number of years. Presently the parcel is located within the Sacramento County Urban Service Area, and outside, but contiguous to the Urban Policy Area. Property is now zoned AG-20.

Maps enclosed show location of property. This parcel is contiguous to the Rancho Cordova city limits. The site lies within the designated General Plan Planning Area boundary - which we strongly support. Our aim is to seek the location of the property within the Rancho Cordova Sphere of Influence with eventual annexation into the City. (Parcel has minimal environmental constraints with appx. 3.5 acres of vernal pools.) Nor is property encumbered by Williamson Act.

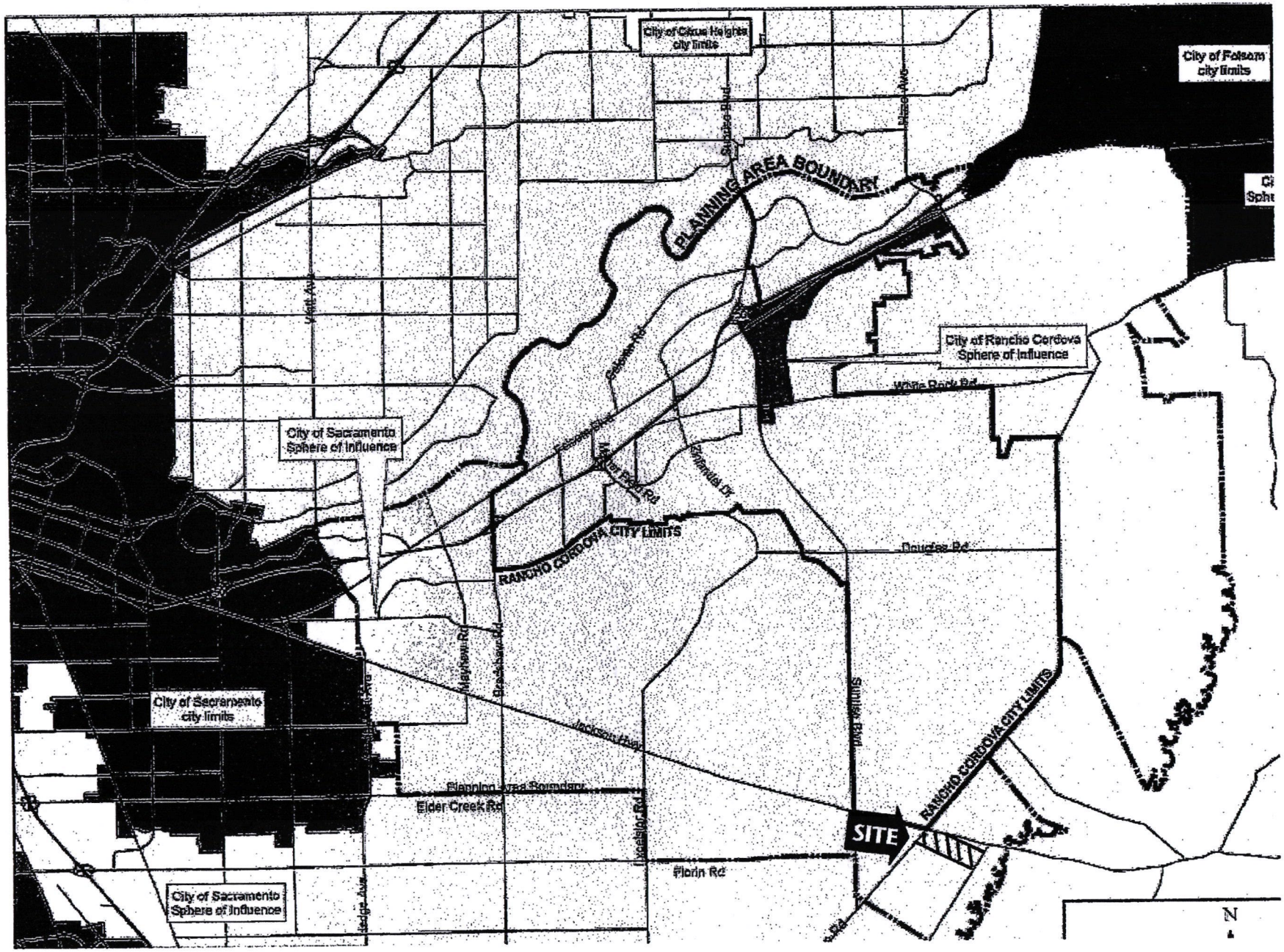
As you know, Grant Line Road is now being discussed to become a major connector road expressway and is already a very important arterial connecting Highways 99 and 50 for local commuters. It also serves as a well traveled shortcut for out-of-towners seeking to avoid traffic congestion in downtown Sacramento. No roadside services of any kind are available on the 16-17 mile stretch of this road between the Sheldon community and Hwy 50/Folsom to the north. Similarly, on Jackson Hwy, another major transportation corridor, no services are available between Bradshaw Road and the Rancho Murieta community, a distance of about 14 miles.

This important intersection already has tremendous appeal for needed commercial services. But the pending urbanization to the north, (Sunrise Douglas and Rio Del Oro growth areas - 30,000+/- homes planned) and dramatic growth in Elk Grove to the south greatly enhance the dynamics of the site. As Rancho Cordova plans the future of this critical area, we strongly believe it makes sense for our property to actively participate. In addition, we request that the City distinguish that the eventual highest and best use for this parcel shall be future urbanization with a quality mixture of both commercial and residential land uses.

I appreciate this opportunity to convey our desires in this matter. If you have any questions – please call me to discuss at (916) 489-7700.

Sincerely,

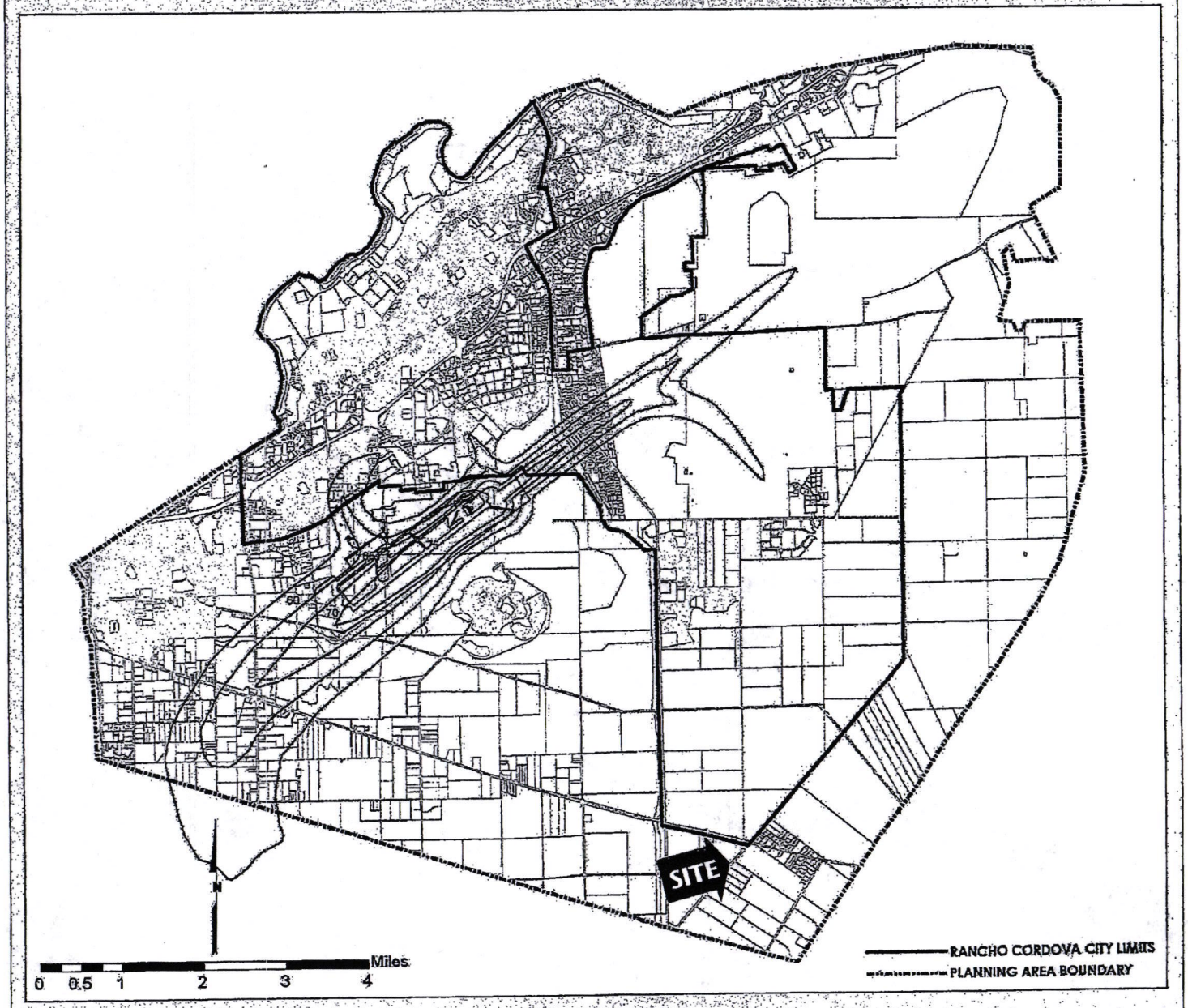
Stephen J. Crosbie
Co-General Partner,
Grant Line Jackson Investors



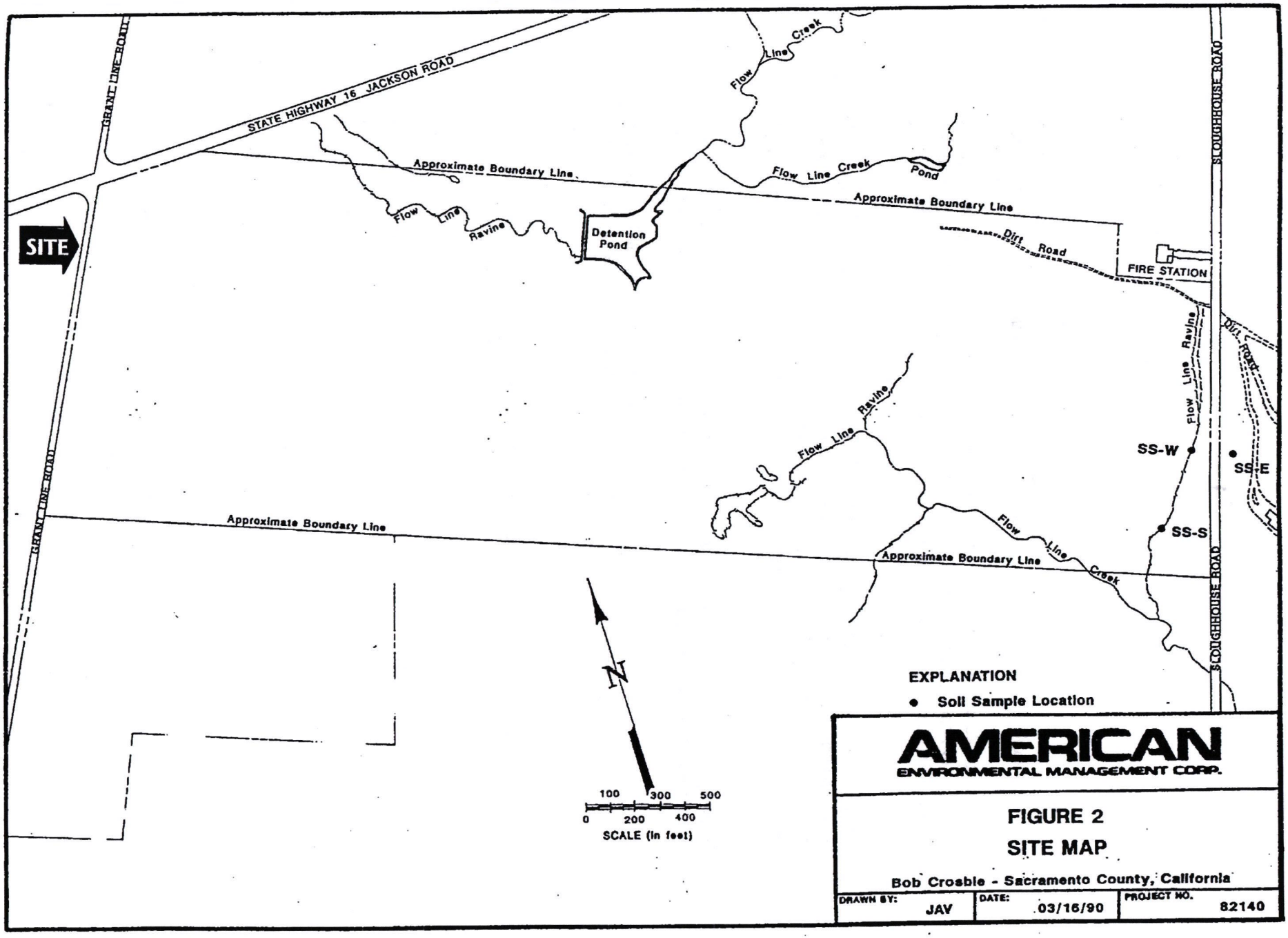
http://gp.cityofranchocordova.org/images/maps/planning_area_8_04_04.jpg

9/23/2004

MATHER FIELD NOISE CONTOURS MAP



GENERAL PLAN
RANCHO CORDOVA GENERAL PLAN


STATE HIGHWAY 16 JACKSON ROAD
GRANT LINE ROAD
GRANT LINE ROAD
SITE
Approximate Boundary Line
Approximate Boundary Line
Approximate Boundary Line
Flow Line Creek
Flow Line Creek
Pond
Flow Line Ravine
Detention Pond
Dirt Road
FIRE STATION
SLOUGHHOUSE ROAD
Flow Line Ravine
Dirt Road
Ravine
Flow Line
SS-W
SS-E
SS-S
Flow Line Creek
SLOUGHHOUSE ROAD
N
100
300
500
0
200
400
SCALE (in feet)
EXPLANATION
Soil Sample Location
AMERICAN
ENVIRONMENTAL MANAGEMENT CORP.
FIGURE 2
SITE MAP
Bob Crosbie - Sacramento County, California
DRAWN BY: JAV
DATE: 03/16/90
PROJECT NO. 82140

John J. Tracy
3601 Grant Line Road
Rancho Cordova, CA 95742
Ph. 351-0313

October 6, 2004

Mr. Paul Junker
Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: ***Rancho Cordova – New General Plan***
Sacramento County Assessor's Parcel No. 073-0010-012, 007 & 025

Dear Mr. Junker:

I'm contacting your office with respect to the above referenced properties and the General Plan now being prepared for Rancho Cordova.

With my family, I'm the owner of these properties. Maps enclosed show the location of the three referenced parcels. The house I've lived in for the past 50 years is located on parcel 025.

APN 073-0010-012 is a 124+/- acre parcel now located within the Rancho Cordova city limits. This property is included in the "Grant Line West Planning Area". APN 073-0010-007 & 025 together consist of 960+/- acres located outside but contiguous to the Rancho Cordova city limits. These two properties are included in the "East Planning Area".

I strongly support the inclusion of these properties within the Rancho Cordova Planning Areas as shown. I request that should the City consider any future urbanization efforts in these Planning Areas, it will actively include my properties in those planning activities.

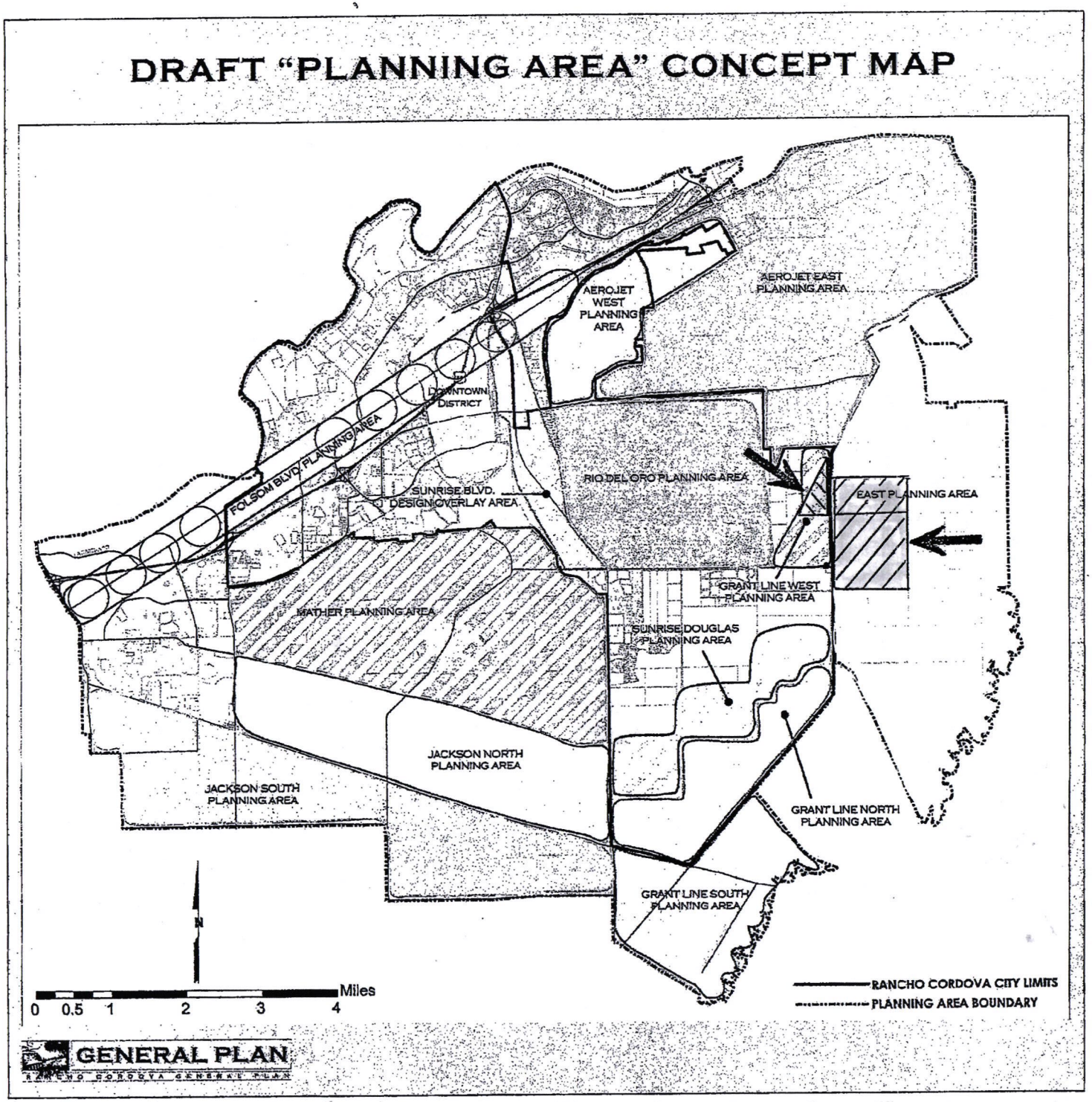
I appreciate this opportunity to convey my desires in this matter. If you have any questions – please call me to discuss at 351-0313.

Sincerely,

John J. Tracy

Bk72
POR. T.8N., R.7E., M.D.B.& M.
Tax Area Code
73-01
1" = 1200'
T.9N.
T.8N.
RD.
SITE
SITE
SITE
Bk. 72
Bk67
RANCHO RIO DE LOS
GRANT
LINE
11
114±Ac.
10
1
175 Ac.
24
142±N
22
130±Ac.
23
134Ac.
26
177.20±N
12
124±Ac.
(22.03)
2
(40.06)
3
4
(23.38)
(39.56)
23
320±N
27
322.54±N
02
16
80 Ac.
8
160Ac.
17
80.25±N.
7
640 Ac.
19
80.39±Ac.
15
160Ac.
20
80.25±Ac.
04
R.7 E.
R.8E.
O.S.31-3
O.S. Bk.31, Pg.3
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Map Bk.73 –Pg.01
County of Sacramento, Calif.
FEB 2 3 2009
Tracy Properties

DRAFT "PLANNING AREA" CONCEPT MAP



Tracy Properties

From: sequoia-ree [sequoia-ree@comcast.net]
Sent: Monday, October 18, 2004 8:13 AM
To: Eric Norris
Cc: Brooks Erickson
Subject: NEC Zinfandel Drive and White Rock Road, APN: 072-061-091.
October 17, 2004

Mr. Eric Norris
General Plan Manager
City of Rancho Cordova
2131 Gold Canal Drive
Rancho Cordova, CA 95670

RE: NEC Zinfandel Drive and White Rock Road, APN: 072-061-091.

Dear Mr. Norris:

This letter is to provide land owner input into the City's General Plan review process regarding the above referenced parcel. This 3.04+/- acre undeveloped parcel is prominently situated at an entry point to the City's designated "Downtown District." Since I worked with the County of Sacramento and other land owners in the late 1970's to define the "MP Industrial – Office Park" land use zone which the property is now designated, much has changed in the market area that impacts this parcel:

- Seven major hotels are located around this property representing a total of 886 rooms—493 of these rooms are immediately adjacent to the property, thus are within a convenient walking distance of this property.
- More than 30,000 office employees work South of Freeway 50 in the Capital Center and Prospect Park office parks. All benefit from services during the day.
- The number of people living south of US-50 has increased sharply with fully-developed apartments along Data Drive as well as significant single family residential, most prominently the Villages at Zinfandel/Stone Creek development with 1,700 lots. Further, the Beazer project at International Drive is envisioning over 1,000 dwelling units. All of these projects will be accessed by Zinfandel Drive to the North and provide demand for retail services.

We believe that a compelling case can be made to justify zoning this property General Commercial (GC) and ask you to consider this designation as the General Plan for the city is formulated. As owners, we would welcome the opportunity to develop distinctive, quality retail on this property for the benefit of all in the region. Thank you for your consideration.

Cordially,

The REE Trust

Robert E. Erickson

Sequoia The REE Trust
PO Box 1773
Pebble Beach, CA 93953
831-455-2067

October 18, 2004

Mr. Eric Norris
General Plan Manager
City of Rancho Cordova
2131 Gold Canal Drive
Rancho Cordova, CA 95670

RE: NEC Zinfandel Drive and White Rock Road, APN: 072-061-091.

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Sequoia

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Cordially,

The REE Trust
Robert E. Erickson

RICHLAND
Planned Communities, Inc.

September 7, 2004

Curt Haven
Director of Economic Development
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: Glory Lane Property – Richland Planned Communities

Dear Curt:

It was a pleasure meeting with Mayor Linda Budge, Paul Junker and you on July 27, 2004 regarding Richland Planned Communities' property located on Glory Lane east of Grant Line Road. As we discussed, the property is currently under the jurisdiction of the County of Sacramento. However, our intent is to become part of the City of Rancho Cordova in the future. Please accept this letter as a formal request that our property be included in any land planning efforts being undertaken by the City. We understand that the City is currently in the process of developing its first General Plan and we would like our property to be evaluated as part of this process to the extent that the City deems it appropriate. We have copied Paul on this letter for his information as well and will continue to participate in the General Plan process with the City.

Per your request, enclosed please find an Ownership Exhibit plotted on an aerial that we have prepared depicting land ownership in the area of our property. Our property ownership is as follows:

Ownership Name	Parcel Number	Acreage
Richland Investments, LLC	073-0010-027	322.54
Richland Investments, LLC	073-0020-033	155.72
Richland Investments, LLC	073-0010-008	160.00
Hill Country S.A., LTD	073-0010-015	160.00
Hill Country S.A., LTD	073-0010-016	80.00
	Total:	**878.26**

We have included ownership as far west as Sunrise Boulevard for additional reference. We hope that this information is helpful. If we can be of further assistance in this regard, please let me know.

Thank you again for your time and consideration. We believe that the new City of Rancho Cordova will be a welcome asset to the Sacramento region and we look forward to being a part of your success. If you have any questions regarding this information, please contact Steve Thurtle or me anytime at (916) 782-3330.

Sincerely,

Todd Chambers
Senior Entitlement Manager

Enclosure

Cc: Linda Budge, Mayor
Paul Junker, Planning Director
Steve Thurtle, Richland Planned Communities

2220 Douglas Blvd., Ste 290 Roseville, CA 95661-3816 916.782.3330 fx 916.784.3369

SOMACH, SIMMONS & DUNN
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
813 SIXTH STREET
THIRD FLOOR
SACRAMENTO, CA 95814-2403
(916) 446-7979
FACSIMILE (916) 446-8199

RECEIVED
OCT 25 2004
BY:.....

October 22, 2004

John Tracy Prop 2.

Paul Junker
Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: Tracy Living Trust - Grant Line East Planning Area

Dear Mr. Junker:

This firm represents the interests of the Tracy Living Trust in regard to planning and development issues in and around the City of Rancho Cordova.

My understanding from a review of the draft planning documents developed as part of the General Plan Advisory Committee's process is that your staff has suggested that there are a large number of vernal pools just east of Grant Line Road in what is being called the East Planning Area. As such, staff has suggested that this area will need to be retained as an open space area.

As the City goes forward in this process, the Trust hopes that a more thorough resource delineation will enable the City to develop a more detailed approach to planning this area. The Trust would like to actively participate in that process. While the Trust has not yet individually conducted an inventory of the biological resources on its properties within the East Planning Area, there are at least some areas of its properties that have been leveled for farming operations and would not be considered vernal pool areas or other forms of habitat. This is likely the case for other properties in the East Planning Area, so a detailed planning approach to that area may lead to development opportunities that are innovative at the same time they are good for the City.

The Trust looks forward to further working with the City in this area of its future General Plan.

Very truly yours,

Christian C. Scheuring

CCS:yd
cc: Peter Tracy

ALTERNATIVE 4

Land Use	Acres	Ave. Gross Density	Units	Housing by Type					Comm'l Sq. Ft.
Mixed-Use	31.2	12	374	Apartments	784	11%	MF	1,985	271,814
High (Apts & TH)	41.0	8.9 20	820	Townhouses	1,201	17%		29%	
Medium (TH & SF)	131.8	12	1,582	Small Lot SF	2,842	41%	SF	4,943	
Low (SF & Accessory)	683.6	6	4,102	Large Lot SF	2,051	30%		71%	
Conservation-Development Area	168.4	0.3	51	Rural Estate	51	1%			
Subtotal	**1056.0**		**6,928**			**100%**			**271,814**

Schools	17.9
Parks	100.3
Parkway	17.6
Riparian Corridors	94.0
Reservoirs	54.2

Population	18,706
Elementary Schools	2.5
Middle Schools	0.5
High Schools	0.7
Park Demand	94

Total Acreage 1,340.0

ALTERNATIVE 5

Land Use	Acres	Ave. Gross Density	Units	Housing by Type					Comm'l Sq. Ft.
Mixed-Use	30.6	12	367	Apartments	1,428	22%	MF	3,452	266,587
High (Apts & TH)	106.1	10.2 20	2,122	Townhouses	2,024	31%		53%	
Medium (TH & SF)	160.5	12	1,926	Small Lot SF	1,952	30%	SF	3,088	
Low (SF & Accessory)	329.7	6	1,978	Large Lot SF	989	15%		47%	
Conservation-Development Area	489.3	0.3	147	Rural Estate	147	2%			
Subtotal	**1116.2**		**6,540**			**100%**			**266,587**

Schools	18.9
Parks	97.8
Parkway	4.7
Riparian Corridors	48.2
Reservoirs	54.2

Population	17,659
Elementary Schools	2.2
Middle Schools	0.4
High Schools	0.5
Park Demand	88

Total Acreage 1,340.0

ALTERNATIVE 6

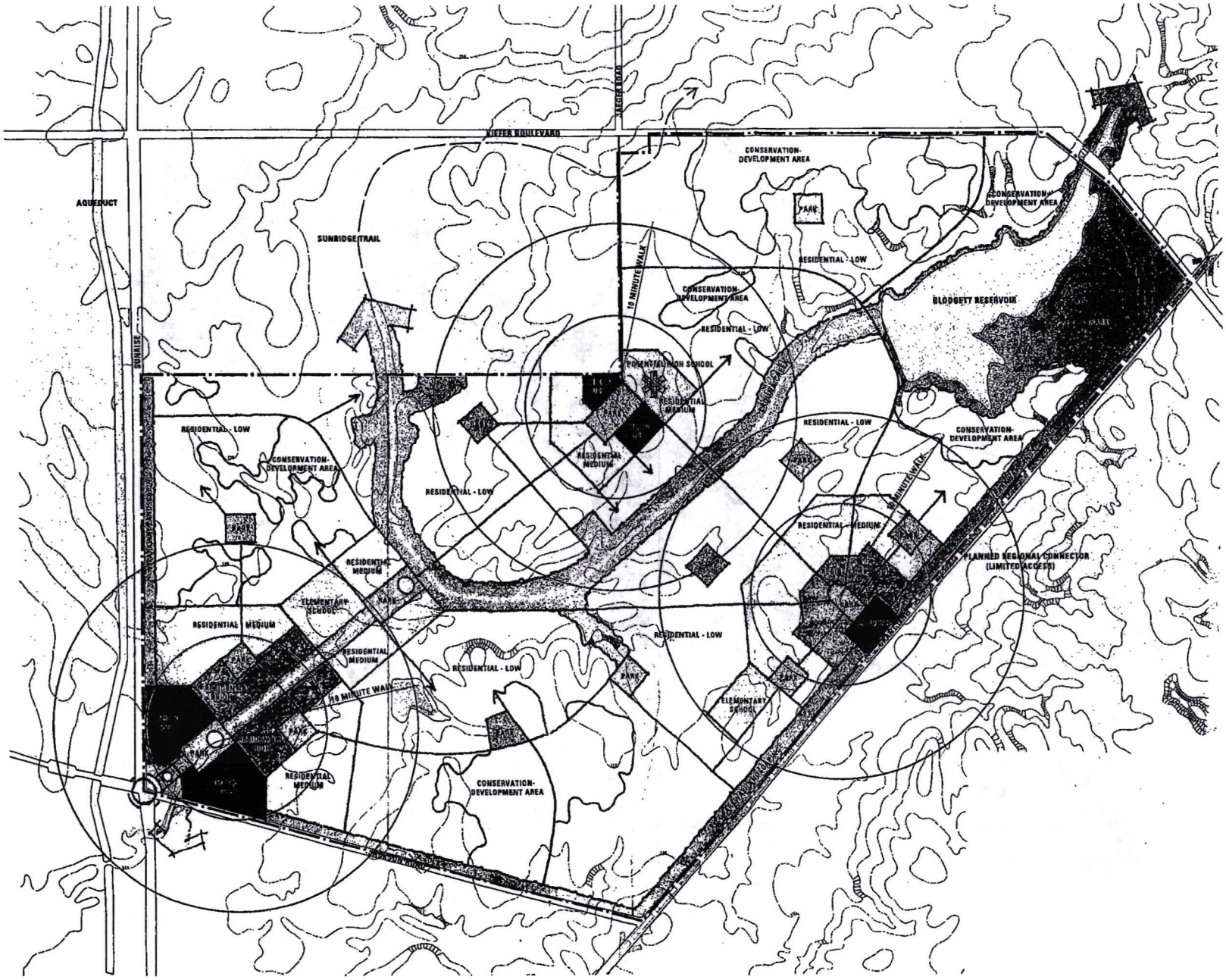
Land Use	Acres	Ave. Gross Density	Units	Housing by Type					Comm'l Sq. Ft.
Mixed-Use	34.8	12	418	Apartments	1,270	18%	MF	3,011	303,178
High (Apts & TH)	85.2	8.9 20	1,704	Townhouses	1,741	25%		43%	
Medium (TH & SF)	148.2	12	1,778	Small Lot SF	2,432	34%	SF	4,049	
Low (SF & Accessory)	514.3	6	3,086	Large Lot SF	1,543	22%		57%	
Conservation-Development Area	248.1	0.3	74	Rural Estate	74	1%			
Subtotal	**1030.6**		**7,060**			**100%**			**303,178**

Schools	21.6
Parks	92.7
Parkway	32.1
Riparian Corridors	108.8
Reservoirs	54.2

Population	19,063
Elementary Schools	2.4
Middle Schools	0.4
High Schools	0.6
Park Demand	95

Total Acreage 1,340.0

Note: All figures are approximate and are for discussion purposes only.



ALTERNATIVE 4
WAEGELL ECO VILLAGES

prepared by
CATALYST

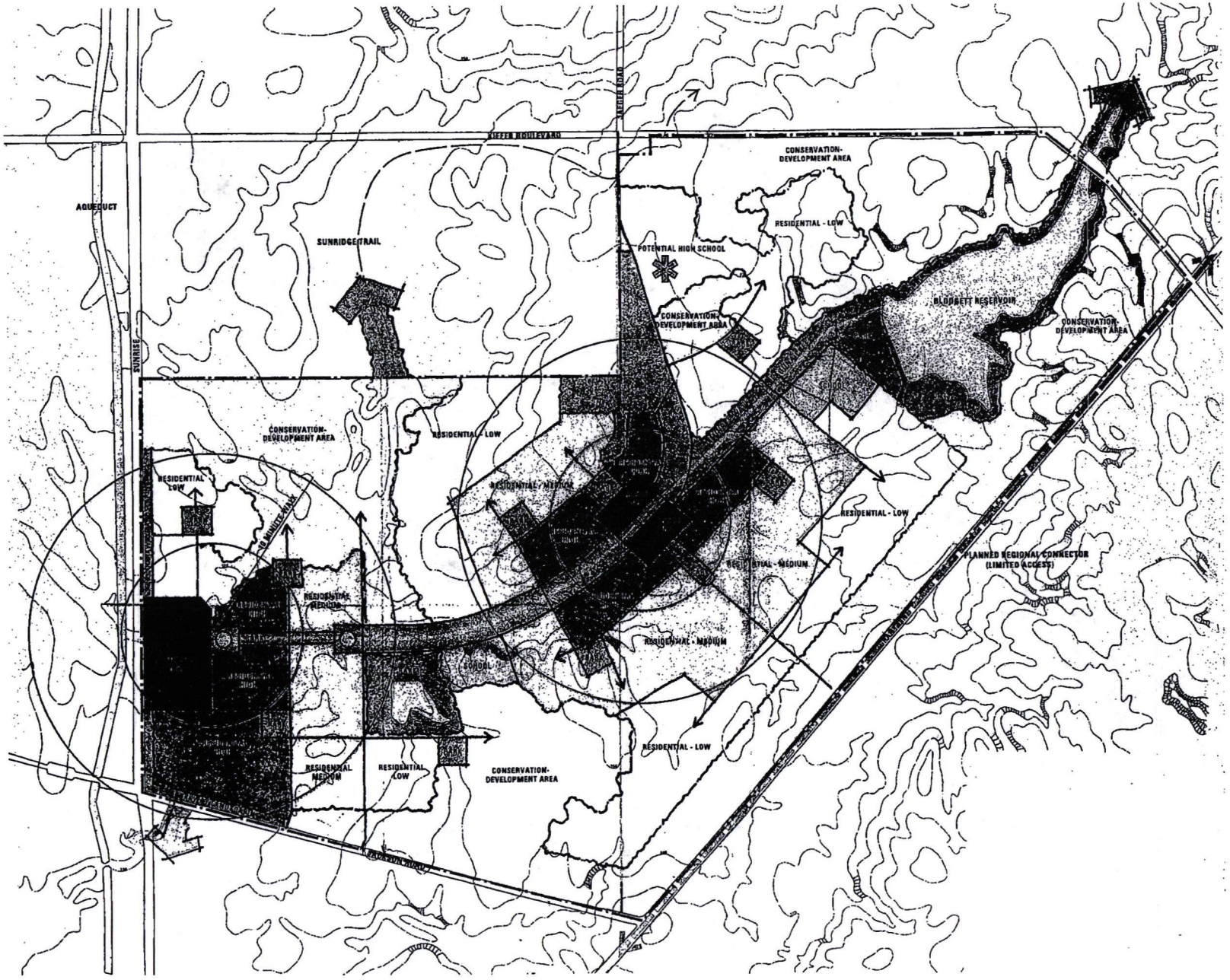
LEGEND

- PROPERTY LINE
- SLOPES OVER 10%
- CREEK
- TRAIL
- PLANNED REGIONAL CONNECTOR
- MIXED USE
- RESIDENTIAL - HIGH
- RESIDENTIAL - MEDIUM
- RESIDENTIAL - LOW
- CONSERVATION - DEVELOPMENT AREA
- PARKWAY LANDSCAPING
- PARKS
- SCHOOLS
- RESERVOIRS

10 ACRES

9 July 1994

0 500 1000 1500 2000 Feet



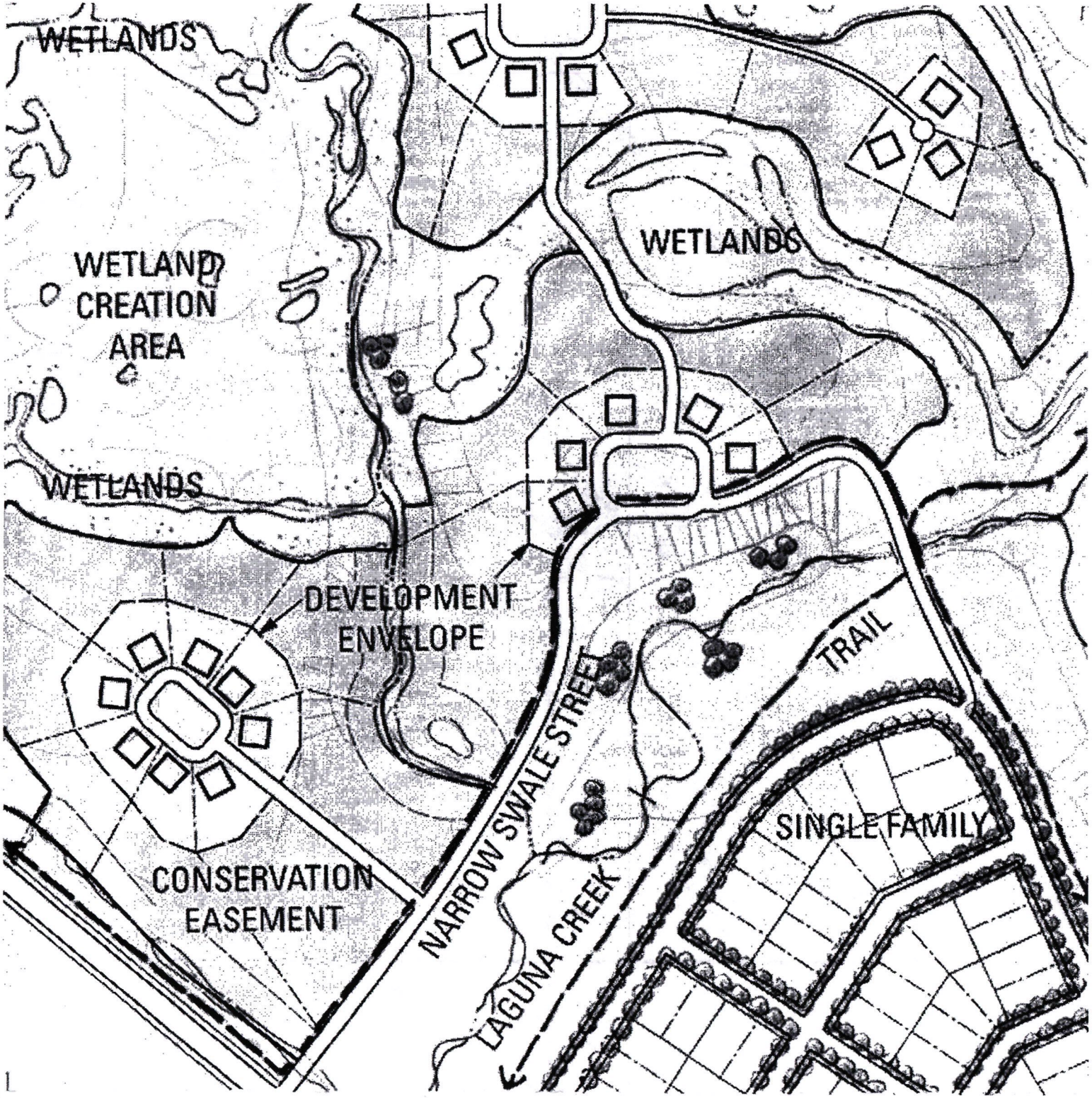
ALTERNATIVE 5
WAEGELL ECO VILLAGES

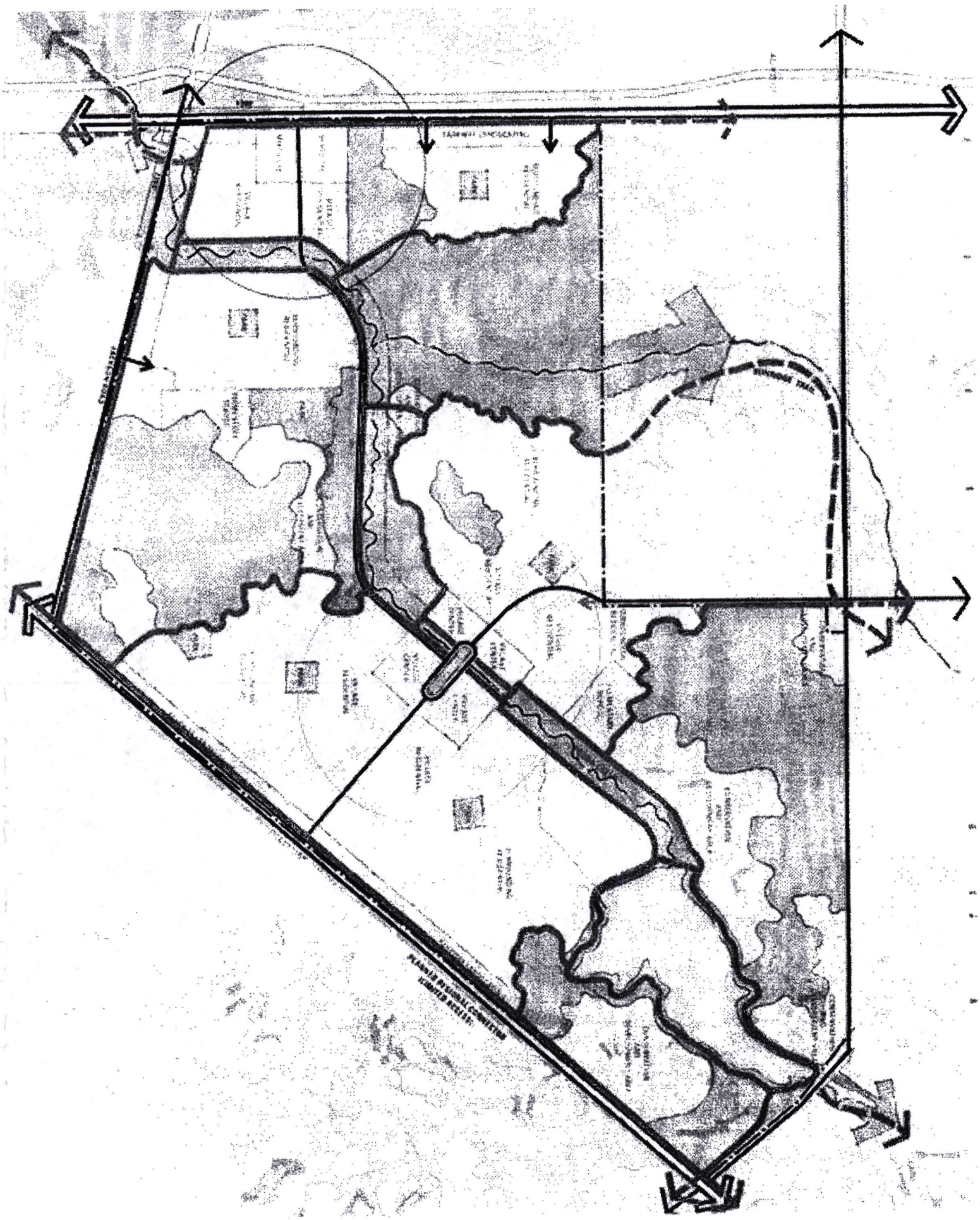
prepared by
CATALYST

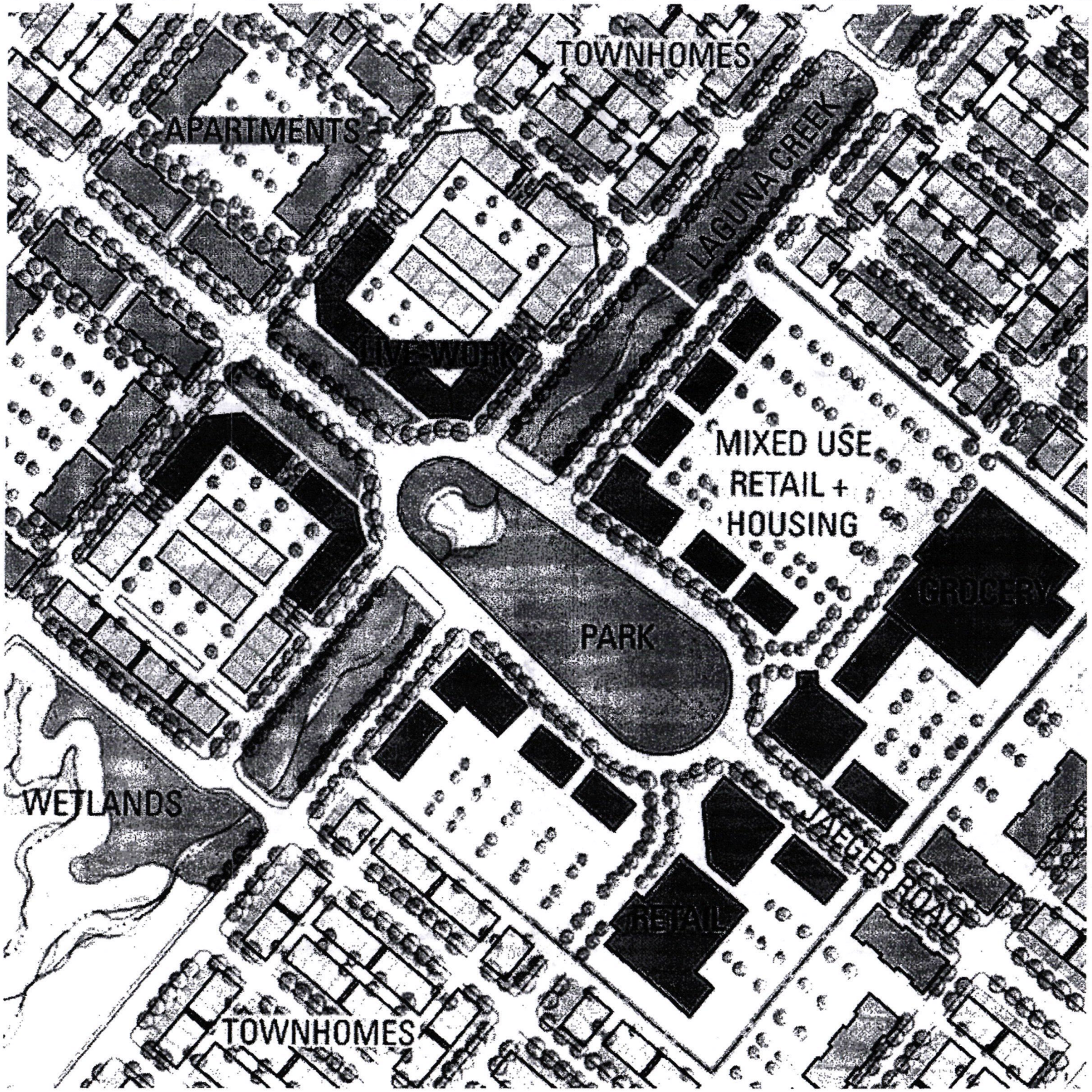
LEGEND

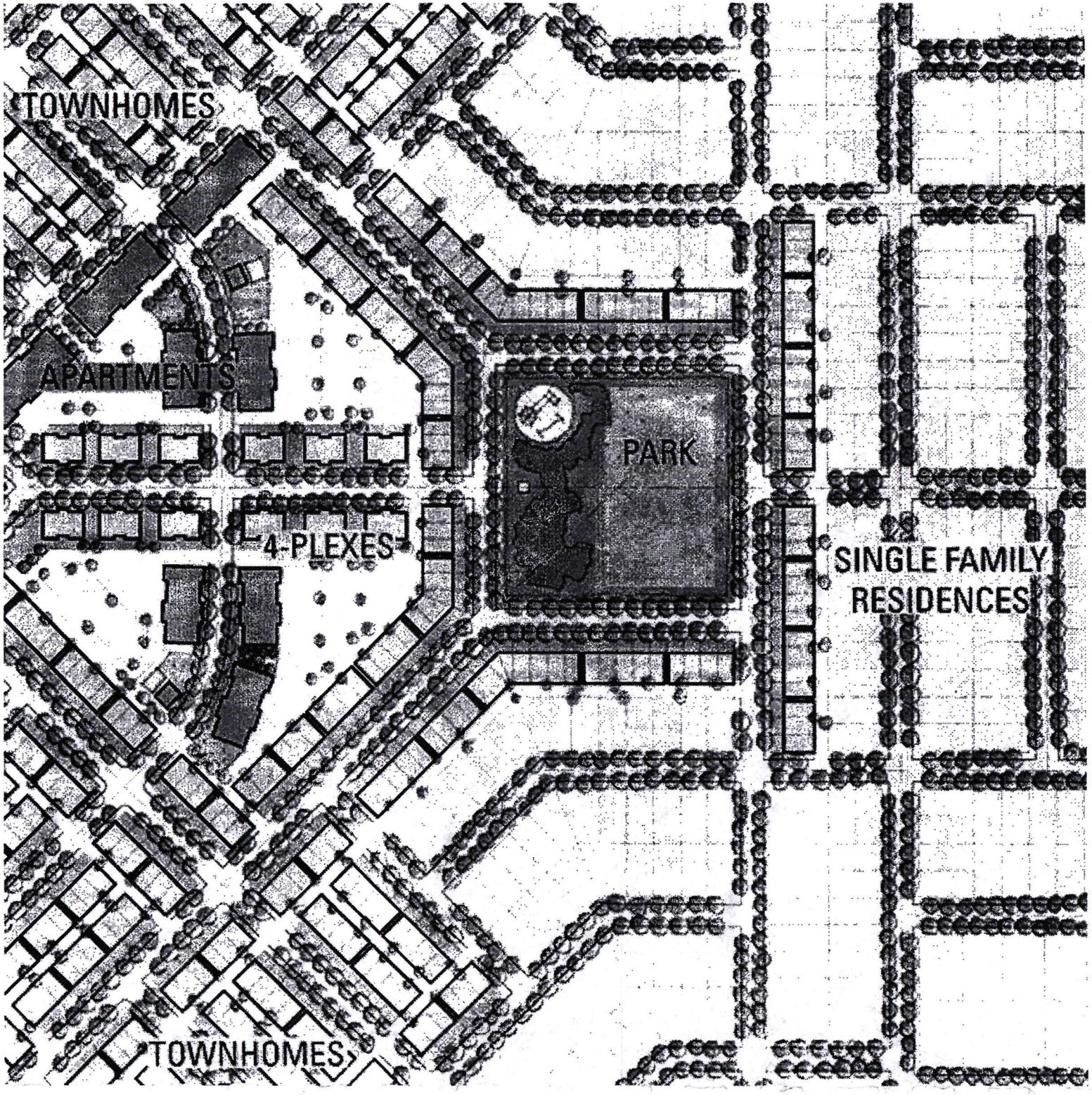
- PROPERTY LINE
- SLOPES OVER 10%
- CREEK
- TRAIL
- PLANNED REGIONAL CONNECTOR
- MIXED USE
- RESIDENTIAL - HIGH
- RESIDENTIAL - MEDIUM
- RESIDENTIAL - LOW
- CONSERVATION - DEVELOPMENT AREA
- PARKWAY LANDSCAPING
- PARKS
- SCHOOLS
- RESERVOIRS

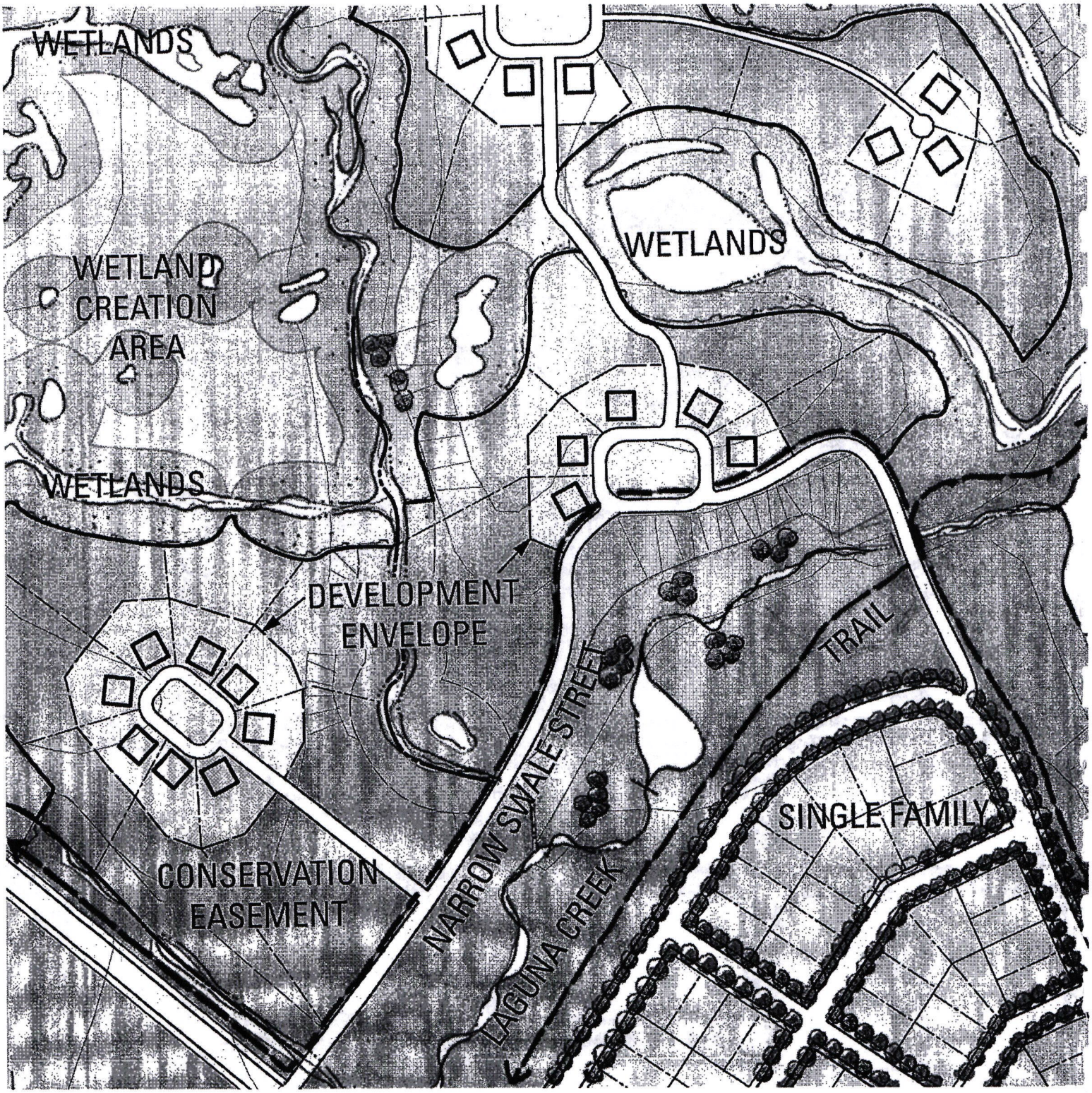
10 ACRES

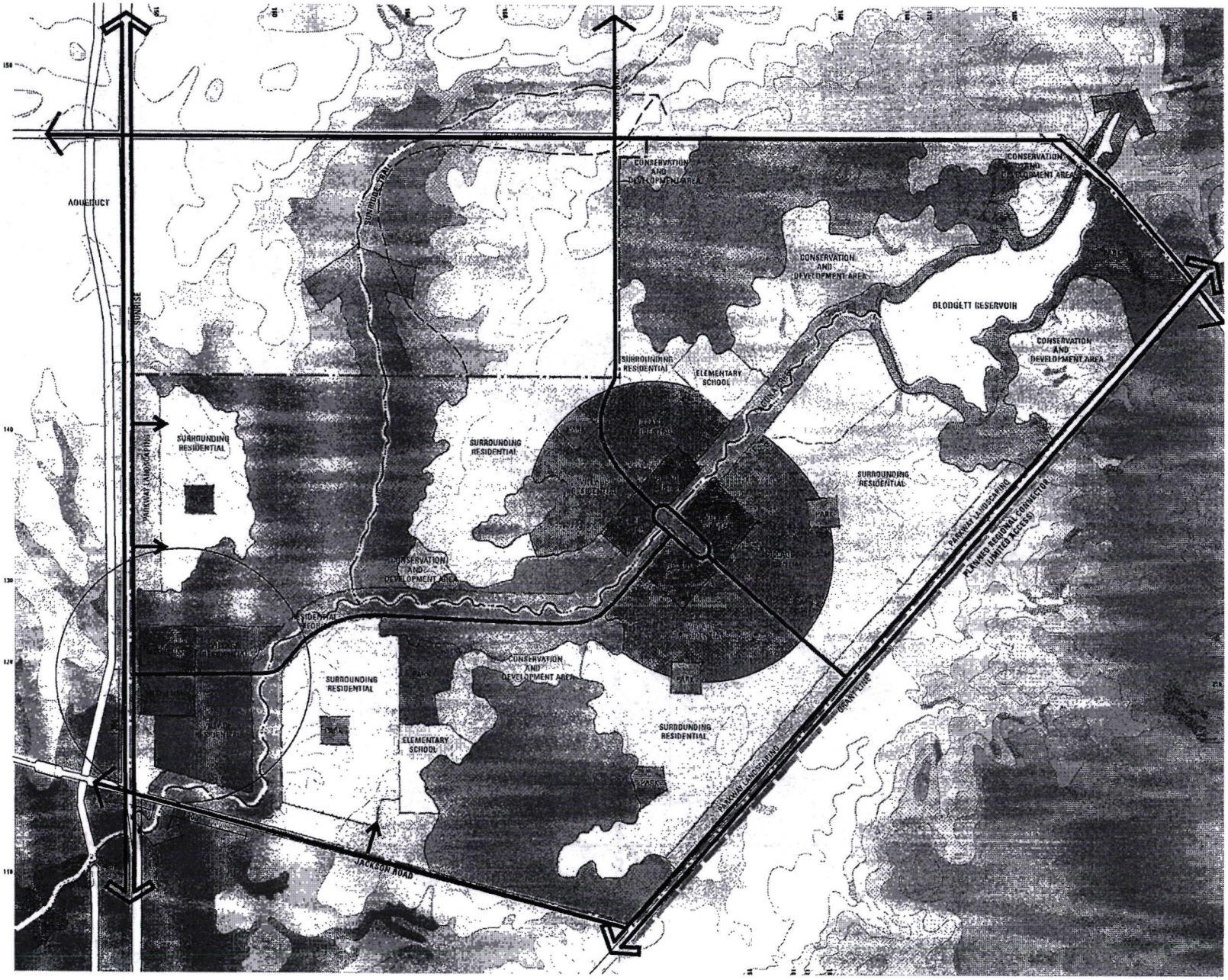

WETLANDS
WETLAND CREATION AREA
WETLANDS
WETLANDS
DEVELOPMENT ENVELOPE
TRAIL
NARROW SWALE STREET
SINGLE FAMILY
CONSERVATION EASEMENT
LAGUNA CREEK




TOWNHOMES
APARTMENTS
LAGUNA CREEK
LIVE-WORK
MIXED USE
RETAIL +
HOUSING
GROCERY
PARK
WETLANDS
JAEGER ROAD
RETAIL
TOWNHOMES


TOWNHOMES
APARTMENTS
PARK
4-PLEXES
28
SINGLE FAMILY
RESIDENCES
TOWNHOMES


WETLANDS
WETLANDS
WETLAND CREATION AREA
WETLANDS
DEVELOPMENT ENVELOPE
TRAIL
NARROW SWALE STREET
SINGLE FAMILY
CONSERVATION EASEMENT
LAGUNA CREEK



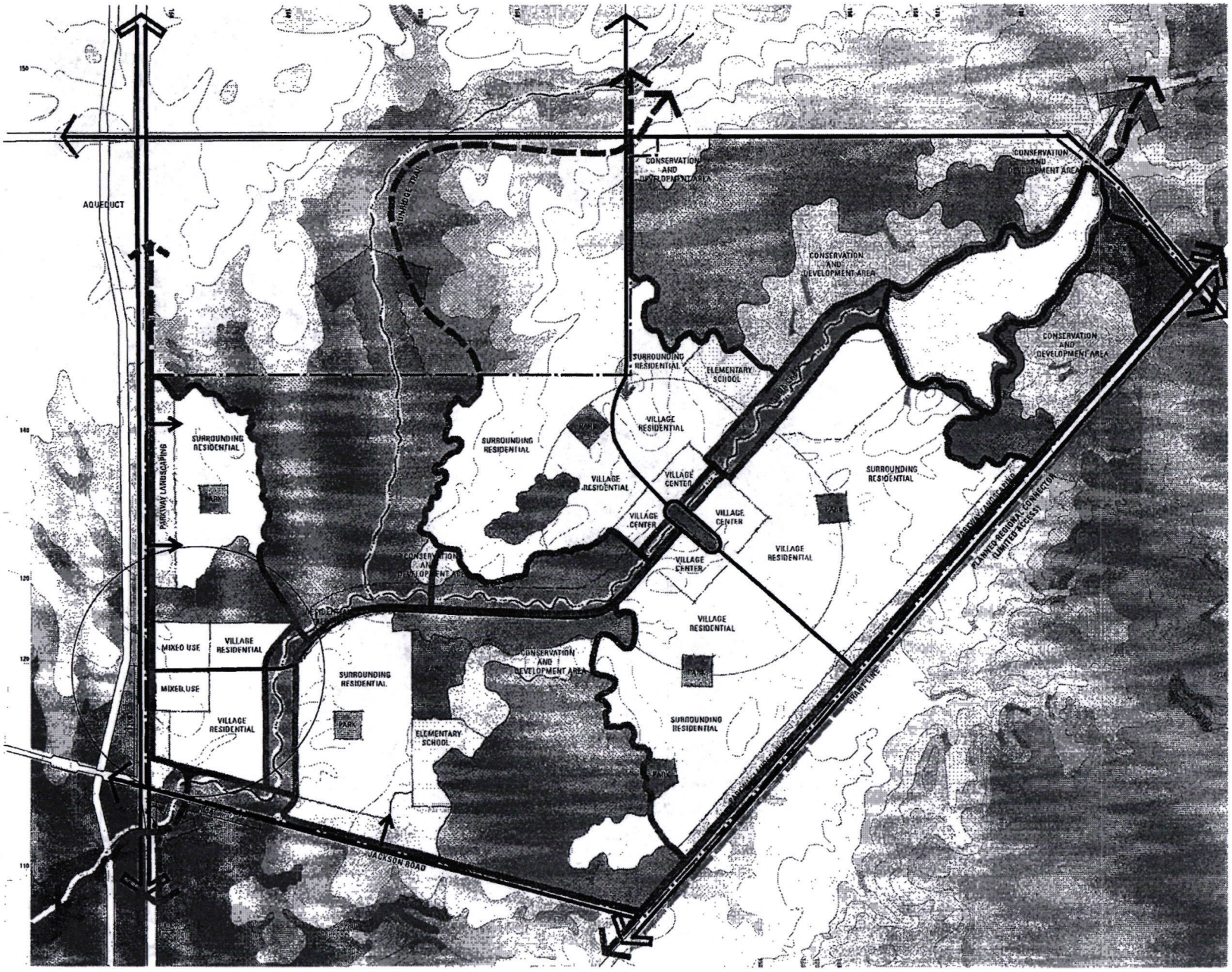
LAND USE CONCEPT
WAEGELL VILLAGES

prepared by
CATALYST

- PROPERTY LINE
- SLOPES OVER 10%
- CREEK
- TRAIL
- VILLAGE CENTER
- VILLAGE RESIDENTIAL
- SURROUNDING RESIDENTIAL
- CONSERVATION DEVELOPMENT
- PARKS
- SCHOOLS
- RESERVOIRS
- 10 ACRES

10 November 2004

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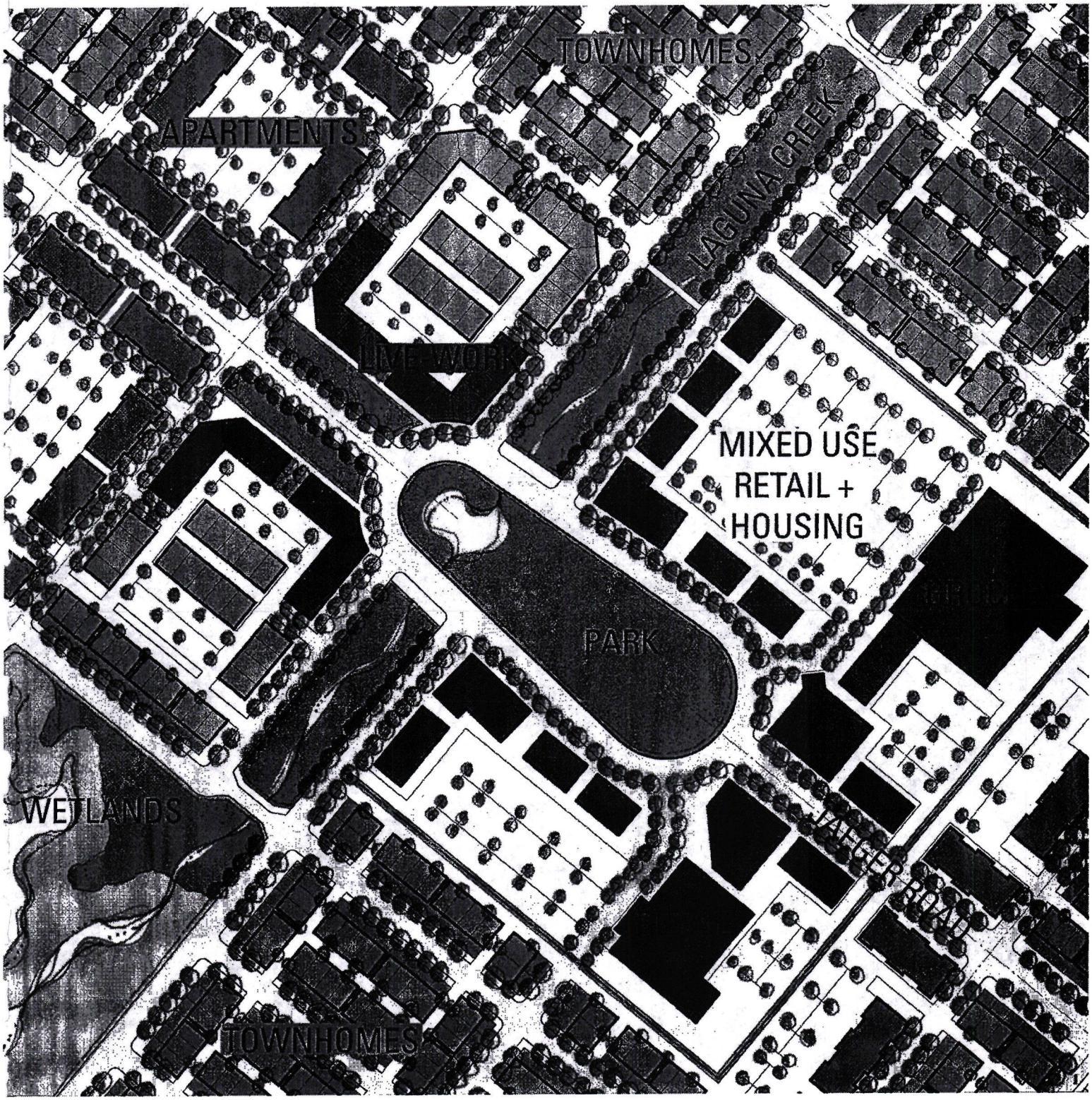


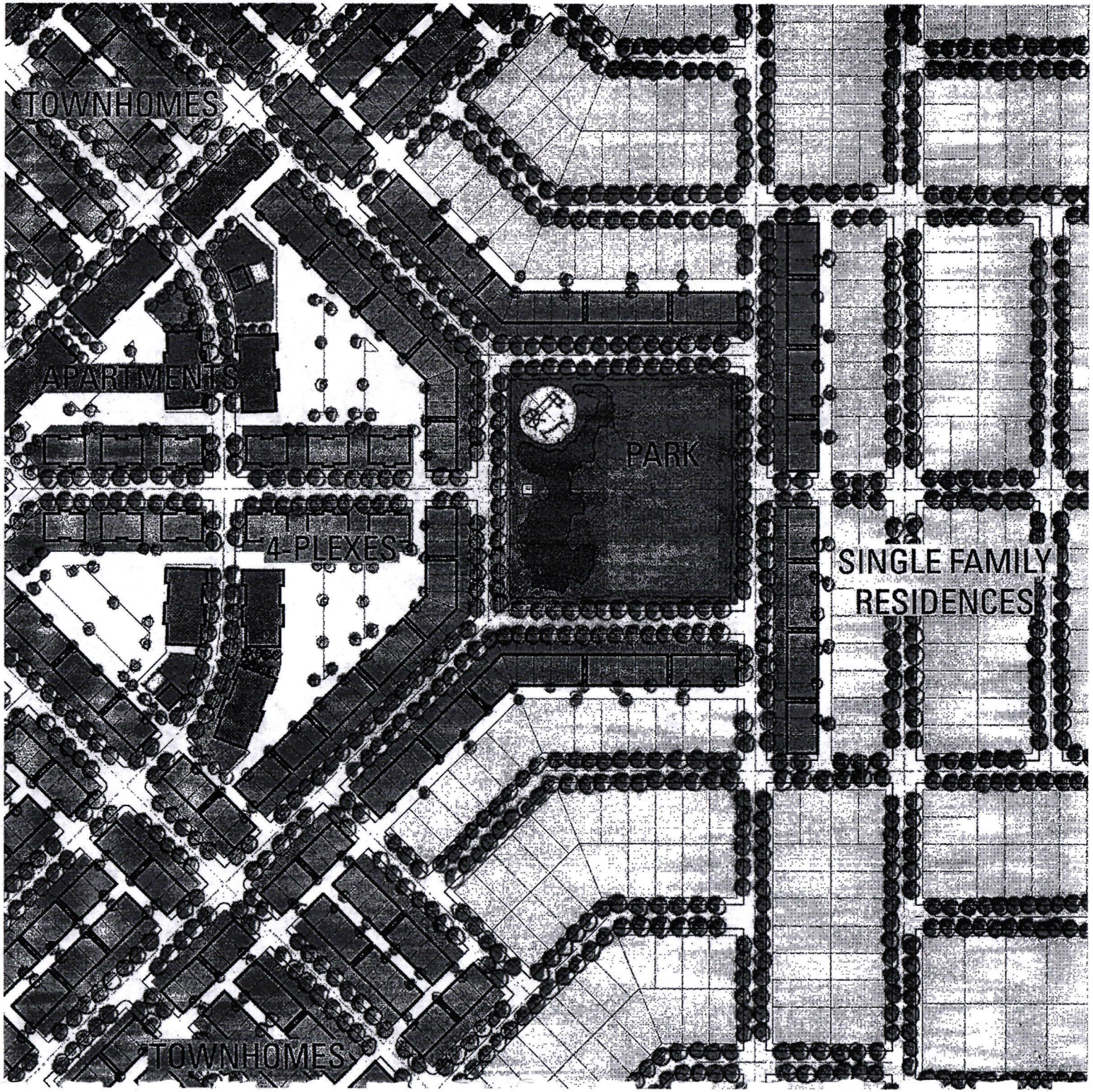
TRAIL CONCEPT
WAEGELL VILLAGES

prepared by
CATALYST

- PROPERTY LINE
- SLOPES OVER 10%
- CREEK
- TRAIL
- WETLANDS
- CONSERVATION DEVELOPMENT
- PARKS
- RESERVOIRS
- 10 ACRES

10 November 2004


TOWNHOMES
APARTMENTS
LAGUNA CREEK
LIVE / WORK
MIXED USE
RETAIL +
HOUSING
PARK
WETLANDS
TOWNHOMES


TOWNHOMES
APARTMENTS
PARK
4-PLEXES
SINGLE FAMILY
RESIDENCES
TOWNHOMES

Memorandum

Date: December 20, 2004

To: Mayor and City Council

From: Paul Junker, Planning Director

Subject: Design Guidelines for Parks, Recreation Venues, Detention Basins, Open Space, and Multi-Use Trails

RECOMMENDATION:

Staff recommends the City Council review the draft *Design Guidelines for Parks, Recreation Venues, Detention Basins, Open Space, and Multi-Use Trails* (Park Guidelines) prepared by the Cordova Recreation and Park District and provide direction to staff. Specifically, staff requests that the Council consider whether the Park Guidelines accurately reflect the Council's vision for parks and that the Council provide general direction on how the Park Guidelines should be implemented.

BACKGROUND:

On September 14, 2004, the City Council and the Cordova Recreation and Park District Board of Directors (Park Board) conducted a joint study session on park and recreation planning within Rancho Cordova. As a product of that meeting, District staff have prepared the attached draft Park Guidelines. City staff and District staff are presenting the Park Guidelines to the City Council for review and possible incorporation into the City's planning process.

As the land use agency, the City exercises its authority over a variety of planning issues, including the approval of park sites and various developer obligations associated with parks. The District lacks direct land use approval authority and, therefore, relies upon the City to impose appropriate requirements on proposed development. The primary purpose of the Council/Park Board meeting was to promote consistency between the District's vision for parks in Rancho Cordova and the standards applied by the City through the development approval process.

The Park Guidelines were prepared by District staff and represent the District's understanding of the consensus reached between the Council and the Park Board.

OVERVIEW OF PARK GUIDELINES:

The Park Guidelines represent a strategy to achieve a long term vision for park and recreation facilities within Rancho Cordova. As proposed, the Guidelines will not only meet the active recreational needs of the community, but will also provide for usable open space, trail corridors, passive recreational activities and create a more desirable community. Provided below are brief summaries of each section of the Park Guidelines.

1. Background

   This section provides a brief summary of the joint City Council/Park Board study session and the District's intent in preparing the Park Guidelines.

2. Interagency Cooperation

   The Park Guidelines establish that the City and the District agree to work cooperatively toward establishing park and recreation facilities in Rancho Cordova. Such cooperation could take the form of joint planning, staffing, bond issues and similar coordination on major facilities.

   The concept of interagency cooperation is fully supported by City staff and reflects a goal of maximizing public benefit from investments made by public agencies within the community.

3. Parks and Facilities

   The Park Guidelines establish general guidelines for the distribution and sizes for various park facilities, including mini parks, neighborhood parks, and community parks. The Guidelines also outline typical "basic park improvements." Additionally, this section of the Guidelines describes numerous specialized facilities that the District proposes for Rancho Cordova.

   Each of these sections should be reviewed carefully to ensure the Council supports the definitions of facility types and improvement standards described in the Guidelines.

4. Financing Parks and Recreation Facilities

   As noted above, the District relies upon the City to impose requirements upon land developers. This section generally focuses on establishing requirements that future development provide full funding for park planning and design, park land acquisition, park improvement, and on-going park maintenance. Additionally, this section provides a framework under which developers of large projects are required to provide assurance that park land can be acquired for a set fee. This strategy is necessary due to rapidly increasing land costs that result in funding shortfalls when the District seeks to acquire park sites.

QUIMBY PARKLAND DEDICATION:

In order to achieve the vision outlined in the Park Guidelines, the City and the District must secure more than 5 acres of parks, trails and open space corridors within the community. District staff has included a strategy for modifying the City's park dedication requirements under the Quimby Act that would assist in achieving the Park Guidelines vision.

While land use agencies are allowed to require up to 5 acres of improved park per 1,000 new residents within a development project, this amount of park land fails to meet all park, recreation, trail and open space needs of the community. Based upon research by the District, the recreational demands of future residents require that a full 5 acres for neighborhood and community parks be developed primarily for active (athletic field) uses. However, the City and its residents have identified a desire to also have passive, contemplative park spaces, as well as landscaped greenway corridors that offer multi-use trails. The District has adopted a policy that only neighborhood and community parks will be considered to satisfy Quimby obligations and that no such credit be given to landscape corridors, paseos, multi-use trails, plazas or mini-parks. Additionally, the District has proposed a formula under which a developer would receive partial credit for parks constructed within some detention basins or below powerlines.

disagree

APPLICATION OF PARK GUIDELINES:

In order to achieve the vision of the Park Guidelines, the City must modify its requirements for park, trail and open space within future development. If the Council supports the Park Guidelines vision, then staff will further investigate strategies for implementing modified park standards. Such changes raise a variety of issues, including the legal mechanisms for requiring the full range of desired facilities, the impacts that such changes will have on both pending and future development applications, and the financial implications of requiring the full range of desired facilities.

Staff has begun investigating these issues and, assuming Council support for the Park Guidelines, will report back to the Council on January 18, 2004 with specific options for modifying park and open space standards.

RECOMMENDATION MOTION:

"I move that the City Council direct staff to investigate options for incorporating the Park Guidelines within the City's development review process. Staff is directed to consult with the development community and return to the City Council with options for enacting the standards of the Park Guidelines."

Attachments: Design Guidelines for Parks, Recreation Venues, Detention Basins, Open Space, and Multi-Use Trails (CRPD)

Cordova Recreation and Park District

Proposed Design Guidelines for Parks, Recreation Venues, Detention Basins, Open Space, and Multi-Use Trails

I. Background

The historic joint Rancho Cordova City Council and Cordova Recreation and Park District Board of Directors meeting of September 14, 2004 represented the culmination of hundreds of hours of research and consultation with developers, attorneys, planners and City and District staffs. The event was prompted by a joint desire to establish a unified vision for parks, recreation venues, recreational trails, and open space. The unprecedented pace of residential growth has necessitated an urgent need to crystallize a shared set of standards for future development. This paper is intended to provide a written document for the City Council and Park District to adopt as principles and standards to govern the planning within the City of Rancho Cordova until the Cordova Recreation and Park District adopts a final Master Plan and the City adopts their General Plan.

II. Interagency Cooperation

The City and District agree that interagency cooperation and joint development of projects is in the best interest of our residents. Pooling community resources to meet common needs promotes public confidence by efficient use of resources including land and tax dollars. The Cordova Recreation and Park District has pioneered joint use and development agreements with the Folsom-Cordova, Sacramento City, and San Juan Unified School Districts for over 40 years and is committed to extending this philosophy to the development of shared projects with the City of Rancho Cordova and the Elk Grove Unified School District. Possible joint bond issues or other arrangements involving joint funding, staffing, planning, and coordination involving various combinations of agencies could contribute to a variety of projects including but not limited to the following:

- Aquatic Center
- Performing Arts Center
- Sports Field Complexes
- Corporation Yard
- Library
- Amphitheater
- Museums and/or Historical Sites

III. Parks and Facilities

sports fields are only 1/3 of the need!

Basic Park Configurations

Square or rectangular shaped parks generally allow for better use of space especially when planning sports fields. Whether a park is planned for a square, rectangular or rounded frontage, the usable park space must be large enough for a multi-purpose regulation baseball/soccer practice field sized 350 feet long by 300 feet wide. A City/District goal is to intersperse mini-parks with neighborhood and community parks to allow residents a park within approximately 1/8 - 1/4 mile of their homes. In areas where housing densities are higher (i.e. RD7 – RD10+) greater emphasis should be placed on public open space, connections, and providing a park experience within 1/8 mile of a persons home.

Mini-park is defined as generally consisting of .5 to 2 acres.

Neighborhood Parks are planned to be from 5 to 15 acres in size. Smaller neighborhood parks from 5-7 acres, with fewer amenities (i.e. one multi-use field, playground) require restrooms but not normally off-street parking. Larger neighborhood parks sized between 10-15 acres, are programmed for active recreation use with two multi-use athletic fields, require restrooms, and off street parking. These larger neighborhood parks should be connected to an elementary school when possible.

Community Parks of 20 to 100 acres will be built within a five-mile radius to serve the more active recreational needs of the community. Many major park amenities and venues will be located in community parks including community centers, aquatic centers, and sports complexes. When possible, community parks will be built in conjunction with secondary schools.

Basic Park Improvements

Each park regardless of size will have:

- Turf, automatic computer/radio controlled irrigation system, trees, bushes and concrete walkways
- Tot lot and play equipment
- Rubberized play surfaces
- Shade structure and picnic tables
- Masonry walls adjacent to residential, commercial and office buildings
- Benches, drinking fountains, trash receptacles and monument sign
- Pedestrian lighting
- Half-court basketball (Except mini-parks)
- Restrooms (Except mini-parks)

open fencing ? no!

open fencing

Depending upon the size of the park and the needs of the District, a park will be further improved with the following recreational amenities:

- Full-court basketball
- Dog Park (water, fencing, DG, Walkway, tables, shade and waste)
- Large group picnic area serving 100 (tables, shade structures, concrete pad, lighting, barbeques, sink, water and counter space, electrical outlet)
- Small group picnic areas serving 36 (tables, shade structures, concrete pad, lighting, barbeques, sink, water and counter space, electrical outlet)
- Water spray feature
- Off-street parking
- Pond or water features
- Soccer field – regulation
- Soccer field – youth
- Adult softball fields
- Lighted youth baseball/girls softball fields and complexes
- Lighted tennis courts
- Sand volleyball court
- Other park and recreation improvements as needed

Community Centers

Large multi-purpose community centers of 40,000 square feet or more as opposed to smaller decentralized; limited use centers will be the standard.

Aquatic Facilities

There will be an emphasis on the construction and renovation of aquatic facilities with a regional appeal comparable to the Roseville and Folsom Aquatic Centers as opposed to the traditional neighborhood and community pool concepts.

Sports Complexes

Development of sports complexes of three or more fields with lights and amenities will be the standard as opposed to single and double game field configurations in decentralized locations. Complexes will work in conjunction with a system of practice fields located in neighborhood parks. Complexes will serve youth baseball, girls' softball, youth soccer, adult softball and baseball.

Amenities at complexes will include:

- Snack bar
- Restrooms
- Central storage
- Field storage
- Landscaping and trees
- Covered picnic facilities
- Flatwork

- Electric outlet at each field
- Shaded dugouts
- Batting cage (baseball and softball)
- Segregated watering systems for turf and skinned infield areas for baseball and softball

Shared Facilities

These are major park amenities that provide service to a population that extends into more that one specific plan area. The City and the District governing bodies have agreed that the following facilities are necessary for future citizens of new development and existing residents of the City of Rancho Cordova and will be planned based on facility standards and population:

- Multi-purpose Community Center
- Aquatic Center
- Lighted Sports Complexes for:
  - girl's softball
  - youth baseball
  - soccer
  - adult baseball
  - adult softball
- Lighted synthetic turf multi-purpose fields
- Extreme sports facilities for:
  - skateboarding
  - BMX bicycling
  - Inline hockey
- 1,500 – 2,000 Seat Amphitheater
- Performing Arts Center

Cordova Shooting Center/Cordova Regional Park

The District property located at Sunrise Boulevard and Douglas Road presently operating as the Cordova Shooting Center should be considered for a future Regional Park. The urbanized growth around the Shooting Center and the potential for future land use conflicts make it imperative to investigate solutions to these potential problems. The Park District will seek out alternatives for moving the Shooting Center to a more appropriate location. The City of Rancho Cordova and the Cordova Recreation and Park District are committed to looking at options for maximizing the benefits of this resource to our shared constituencies.

Ideas for the future development of this 75-acre parcel include:

- Commercial Aquatic Park
- Adult Sports Complex
- Youth Sports Complex
- Extreme Sports Park
- Amphitheater

- Performing Arts Center
- Camping/RV Hookups
- Dog Park

Multi-use Trails

Landscape corridors adjacent to major roads will be required. Communities should be planned with off street, landscaped, multi-use trails located in wider landscape corridors, in parkways, and along drainage channels that provide pedestrian/bike access and connectivity to parks, schools, commercial developments, residential developments, the Folsom South Canal, and ultimately the American River Bike Trail. Drainage channels will be developed as uninterrupted, landscaped parkways improved with an extended pedestrian/bike trail incorporating grade separations under roadways. Interior subdivision streets will be designed to minimize interruptions of continuous green belt open space. The trail cross section shall have a minimum of ten (10) feet of paving, two (2) foot decomposed granite shoulders on both sides, with appropriate signage, striping, and trees.

Open Space Transition Options

Transitions bordering open space, detention/retention basins, and other restricted use natural areas, will be designed and maintained with a developed and manicured approach as opposed to being left in a natural state. A minimum fifteen (15) foot developed transition with turf and trees, or shrubs and trees, with mow strips and sidewalks or multi-use trails to separate the street from the natural area are desired.

Detention Basins

Detention/Retention Basins and drainage channels will be designed to function as community amenities and to provide connectivity to parks, corridors, and open space. They are to be integrated with the multi-use trail systems whenever possible.

Venue Driven Park Facilities

It is the position of the City Council and Board of Directors that exciting, cutting-edge recreation venues will inspire involvement, enhance civic pride, and create a regional identity. These facilities/venues often provide a scale of economy and efficient operation, encourage pooling of resources to achieve higher quality facilities, and provide positive economic benefit for the park district and community. In addition to multi-purpose community centers and regional aquatic centers, innovative venues should be planned for based on District's facility development standards including but not limited to the following:

- Skate Parks
- BMX Parks
- Inline Hockey Arenas
- Water Spray Features
- Spray Parks in neighborhood and community parks
- Synthetic Turf Sports Fields that expand opportunities and improve efficiency

- Amphitheater seating 1,500 to 2,000 and providing all the necessary facilities for staging theatrical and musical performances and educational programs

School/Park Concept make it mandatory!

Every effort should be made to encourage locating parks next to schools. It is preferable to have parks in excess of 10 acres located next to elementary and middle schools to take advantage of field dimensions that could support the concept of multiple field sports complexes. This concept takes advantage of school parking facilities, which potentially allows for more acreage devoted to open space. The City and District also support other forms of school/park joint use including but not limited to joint development and use of community buildings, gymnasiums, aquatics facilities, sports complexes, and before and after school facilities. Joint Use agreements shall be entered into with the school district operating within our jurisdictional boundaries which incorporate representative drawings of these design concepts.

IV. Financing Parks and Recreation Facilities

Exercising Land Use Authority

The City of Rancho Cordova and the Cordova Recreation and Park District agree on establishing the following principles when planning and implementing development projects.

- The City will periodically modify the park development fee to reflect the actual cost of construction and amend the capital improvement plan as mutually agreeable to adjust to the changing needs of the community.

- Developments will be required as a condition of project approval to fund all the capital costs of design, engineering, permitting and construction of the improvements as described in each projects capital improvement plans as well as the projects fair share of "shared facilities".

- Developments as a condition of project approval will be required to approve a special tax encumbering the planning area, the proceeds from which will fund the annual costs of maintaining the park and recreation facilities as well as the landscaped trails, landscape corridors, parkways, and any open space.

- The Park District shall adopt appropriate project plan check and review fees applicable to all development projects and shall collect said fees through a process mutually agreed upon by the District and the City of Rancho Cordova.

- All plans and specifications for parks, trails, open space areas, landscape corridors, and other areas to be maintained by the District must be prepared by a licensed landscape architect mutually acceptable to the District and developer. The plans must incorporate District standards and specifications and be approved by the District prior to the commencement of construction.

- Developers in larger specific plan areas will be required as a condition of approval of the specific plan and zoning to agree upon and accept the established per acre value for all real property designated for park purposes. This value will establish the maximum purchase price, which the District must pay a property owner for any parkland within the specific plan, which the District cannot otherwise acquire by "Quimby" parkland dedication. This agreed upon value will be the basis upon which "Quimby" in-lieu parkland dedication fees will be calculated.

- The City of Rancho Cordova will require of new development projects a developer contribution to fund a Park Renovation Project which may consist of the renovation of existing facilities or the addition of new facilities at the Mather Sports Complex, Hagan Park Community Center, Cordova Community Pool, or other such park and recreation facility projects within the boundaries of the City of Rancho Cordova as the Rancho Cordova City Council deems worthy.

V. Quimby Parkland Dedication

The City and Park District staff has discussed strategies for requiring more than five acres/1,000 of public land amenities. The Park District requests that the City Council consider modifying the Quimby park standards within major project developments. Due to the significant political and economic impact of this policy change to the City, Park District, and the development community the following section is being considered separately. The District believes that the Quimby parkland dedication of five acres for every 1,000 people is the absolute minimum required to provide neighborhood and community parks and the amenities found therein such as sports practice and game fields, picnic areas, pathways, playgrounds, parking, restrooms, recreation and aquatic centers, etc. Areas such as landscaped corridors, parkways, paseos, multi-use trails, mini-parks, city-wide/regional parks, and open space are important community amenities as agreed upon during the City-District joint workshop. Some other land planning tool must be adopted by the City in order to achieve the result discussed at the workshop. This is a most important public policy issue in that the planning staffs of the City and the District can not begin to achieve these dreams for our community without clear direction and support from the City Council.

The following describes the Cordova Recreation and Park District's current policy and the recommendation that will be included in the Park District's Draft Master Plan. The Quimby parkland dedication of five acres for every 1,000 people is the absolute minimum required to provide neighborhood and community parks and the amenities found therein such as sports practice and game fields, picnic areas, pathways, playgrounds, parking, restrooms, recreation and aquatic centers, etc. Progressive cities require up to ten acres/1,000 people when paseos, mini-parks, city-wide parks, and open space is included with neighborhood and community parks when computing park dedication. Multi-use trails have a recreation component but rarely if ever are given Quimby credit due to their necessity in meeting mitigation for air quality and traffic congestion.

Therefore, the following policy for Quimby parkland dedication has been adopted by the Cordova Recreation and Park District regarding how Quimby land credits will apply:

- Generally, the District does not provide Quimby credit for mini-parks due to the need for the full five acres per 1000 to be used for neighborhood and community parks.
- No Quimby credit for landscape corridors, paseos, multi-use trails, medians, plazas, and open space.
- 0 – 50 percent Quimby credit for fully developed soccer fields or parking lots under tower/power line easements on a case-by-case basis depending on need and aesthetic value.
- No credit for drainage detention basins used for open space or passive recreation use. Partial credit for detention basins designed as a sports venue given on a case-by-case basis and only for net useable acres.

  0 – 25 year flood plain = 0 percent credit
  26-50 year flood plain = 0-50 percent credit
  51-100 year flood plain = 50-75 percent credit

The Cordova Recreation and Park District requests the City of Rancho Cordova establish an additional dedication standard of up to 5 acres per 1,000 population to be used for acquisition of paseos, mini-parks, city-wide parks, and open space, to develop as public amenities. These features have the potential to be an integral part of the fabric that binds villages and neighborhoods into a sustainable community that holds value for generations. Communities rich in beautiful green vistas, trails connecting neighborhoods, and open space corridors are highly sought after. It is the opinion of the Cordova Recreation and Park District that these amenities cannot be adequately provided under the 5 acres/1,000 allowed under the current Quimby parkland dedication formula. This is especially true as communities are planned for higher densities and people will have a greater need to come into the public realm to enjoy open space. Creating these public open space amenities is even more important when the land being developed lacks these types of amenities naturally. This is the case in many of the new development areas in Rancho Cordova.

The Cordova Recreation and Park District has the desire and the ability to plan for, develop, and maintain all of the above types of public amenities. The challenge is determining what amount of dedication above the 5 acres per 1000 people is appropriate considering the balance that needs to be met between the City, Park District, and developer interests. The Park District does not have the land use authority to require more than the 5 acreas/1000 allowed under Quimby. Therefore the City of Rancho Cordova must determine its level of support in requiring development to dedicate above the 5 acreas per 1000 population for additional public use amenities described above. Each development has its own set of circumstances and challenges to making it a viable project for the developer. These issues have been particularly difficult in several specific plan areas in Rancho Cordova in light of large wetlands set asides required by the Federal Corps of Engineers and the Federal Department of Fish and Wildlife. These wetlands set asides have very little if any natural beauty, being void of trees and shrubs and are not available to the public for any type of use. This is certainly a type of open space but not one that connects neighborhoods

and adds beauty and sustainability to a community. This type of set aside is outside the recommended additional five acres per 1000 population.

The City as the land use authority is entrusted with the challenge of building a viable sustainable community while balancing all interests. Establishing standards and principles that guide City Planners and Park District Staff is crucial while maintaining enough flexibility to create the best long-term land plan. To achieve the dreams and aspirations for the community of Rancho Cordova, clear standards and City Council support is critical.

- bringing back a formula for O.S. & active parks.
- renovation brings new opportunities.
- Special tax = Mello Roos or LLD.
- Raw review fees.
- Park renovation needs to add'l soccer fields - they need to go into existing parks & way use synthetic turf.
- active sports is not the whole game.
- bringing back a quimby discussion in about a month. is our value system to do more than the old 5 acres/1000.
- they will make a proposal Roseville & Davis & Lincoln 2 acres/1000
- Rob wants a board issue on Ho - rather than new residents, CRPD currently surveying residents, due in late January. AD or Parcel Tax.
- # of soccer fields per 1000.
- ★ multi - use Mavs - MS & HS!

MEMORANDUM

DATE: December 20, 2004

TO: Mayor and City Council

FROM: Steven R. Meyers
City Attorney

SUBJECT: **LOCAL REGULATION OF THE SALE OF TOBACCO PRODUCTS AND RELATED PARAPHERNALIA**

RECOMMENDATION

Direct City Attorney as appropriate.

BACKGROUND

A member of the City Council has expressed an interest in establishing a licensing program to regulate the sale of tobacco products to minors. This memo provides a brief overview of tobacco-related regulations the City has already adopted and tobacco licensing ordinances adopted by neighboring communities.

In California, it is illegal to sell or give tobacco products to someone younger than 18 years of age. (Penal Code § 308) Merchants must check the I.D. of anyone who looks under 25 years of age to make sure they are not selling to a minor unknowingly. (Business & Professions Code § 22956) In addition, state law prohibits the sale or display of cigarettes through a self-service display, and prohibits public access to cigarettes without the assistance of a clerk. (Business and Professions Code § 22962)

Cities in California use three methods of regulating tobacco sales, which have direct effects on access by minors to tobacco and related paraphernalia: licensing, zoning, and self service displays.

Currently, Rancho Cordova's Municipal Code allows for regulation of self service displays. After incorporation, the City adopted Chapter 4.61 of the Sacramento County Municipal Code. Pursuant to this ordinance, it is unlawful for any business in the City of Rancho Cordova to sell or display tobacco products in a manner that allows the public to access them without the intervention of a sales

AGENDA ITEM # 19

person. Chapter 4.61 allows the City to enforce this provision through the imposition of fines. (Municipal Code Section 4.61.070)

Pursuant to Business and Professions Code § 22971.3, local entities may adopt local tobacco retailer licensing laws that provide for the suspension or revocation of the local tobacco retailer license for any violation of tobacco control laws. In August of 2004, Sacramento County adopted a tobacco licensing ordinance that requires tobacco merchants to obtain a license to sell tobacco products. (Chapter 4.07 of the Sacramento County Municipal Code is attached hereto as **Exhibit A**) The City of Elk Grove adopted a similar ordinance in October of 2004 (Attached hereto as **Exhibit B**). Both of these ordinances allow for the suspension or revocation of the license if the merchant sells tobacco to minors or violates other local, state, or federal laws related to tobacco. [1]

A licensing ordinance creates a greater financial deterrent than a fine to discourage retailers from violating the law. For many merchants, tobacco sales make up a substantial portion of their revenue. Thus, license suspension or revocation will be far more costly to a merchant than a one-time fine.

Implementation and enforcement of a tobacco licensing ordinance will require City staff to: 1) review license applications; 2) issue and renew licenses for tobacco merchants; 3) enforce provisions of the licensing ordinance; and 4) provide due process/appeal procedures for license denial, suspension and revocation. Licensing fees and civil penalties required by the ordinance may offset these costs.

If the Council would like to adopt a tobacco licensing ordinance, the City Attorney can assist in drafting an ordinance for Council review.

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[1] The tobacco licensing ordinances adopted by Sacramento County and Elk Grove are consistent with the model ordinance developed by the Technical Assistance Legal Center (TALC), a project of the Public Health Institute. (Attached hereto as **Exhibit C**.)

Attachment(s):

Exhibit A	Title 4 Business Regulation, Municipal Code, County of Sacramento
Exhibit B	Ordinance No. 28-2004
Exhibit C	Model California Ordinance Requiring a Tobacco Retailer License (with Annotations)

Chapter 4.07 TOBACCO RETAILERS

4.07.010 Findings.

4.07.020 Purpose.

4.07.030 Definitions.

4.07.040 Requirement for Tobacco Retailer License.

4.07.050 Application Procedure.

4.07.060 Issuance and Renewal of License.

4.07.070 Display of License.

4.07.080 License Fee.

4.07.090 License Nontransferable.

4.07.100 License Violation.

4.07.110 Suspension or Revocation of License.

4.07.120 Enforcement.

4.07.010 Findings.

The Board of Supervisors finds that:

a. State law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt or possession of tobacco products by minors.

b. State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under eighteen (18) years of age and provides procedures for using persons under eighteen (18) years of age to conduct onsite compliance checks of tobacco retailers.

c. State law requires that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under eighteen (18) years of age is illegal.

d. State law prohibits the sale or display of cigarettes through a self-service display and prohibits public access to cigarettes without the assistance of a clerk.

e. State law prohibits the sale of "bidis" (hand-rolled filterless cigarettes imported primarily from India and South Asian Countries) except at those businesses that prohibit the presence of minors.

f. State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than twenty (20) and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than six tenths of an ounce of tobacco.

g. State law prohibits public school students from smoking or using tobacco products while on campus, while attending school-sponsored activities, or while under the supervision or control of school district employees.

h. In 2003, the Sacramento County Department of Health and Human Services Tobacco Education Program found that twenty and eight tenths (20.8) percent of tobacco retailers sampled in the County of Sacramento unlawfully sold tobacco products to minors.

i. Almost ninety (90) percent of adults who have ever smoked tried their first cigarette by the age of

eighteen (18), and the average age at which smokers try their first cigarette is fourteen and one half (14 1/2).

j. Research suggests that retailer compliance with all laws regulating the sale of cigarettes must be at ninety (90) percent to impact youth smoking rates.

k. The County of Sacramento has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and in protecting children from being lured into illegal activity through the misconduct of adults.

l. State law authorizes local tobacco retailer licensing laws to provide for the suspension or revocation of the local tobacco retailer license for any violation of a state tobacco control law.

m. Additional requirements for a tobacco retailer's business license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the County to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws. (SCC 1273 § 1 (part), 2004)

4.07.020 Purpose.

The purpose of this Chapter is to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalty provided for violations. (SCC 1273 § 1 (part), 2004)

4.07.030 Definitions.

As used in this Chapter, the following words, and phrases shall have the meaning given them in this Section, unless the context clearly requires otherwise:

"County" means the County of Sacramento.

"Itinerant tobacco retailing" means engaging in tobacco retailing at other than a fixed location.

"License" means a business license issued by the County pursuant to this Title.

"Person" shall mean a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture or other individual or entity carrying on an enterprise for which a License must first be procured, and shall include any officer, employee, agent or other representative by or through whom the enterprise is operated or conducted, and charitable, philanthropic and other non-profit entities and enterprises as well as those which are for profit.

"Licensee" means any person holding a license issued by the County pursuant to this Title.

"Tobacco product" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis or any other preparation of tobacco.

"Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed or used for the smoking or ingestion of tobacco products.

"Tobacco retailer" means any person who sells, offers for sale, exchanges, or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged or offered for exchange.

"Tobacco retailing" shall mean selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged or offered for exchange. (SCC 1273 § 1 (part), 2004)

4.07.040 Requirement for Tobacco Retailer License.

a. It shall be unlawful for any person to act as a tobacco retailer without first obtaining a license for each location at which tobacco retailing is to occur. No license will be issued to authorize tobacco retailing at other than a fixed location. No license will be issued for itinerant tobacco retailing or tobacco retailing

from vehicles.

b. Nothing in this Chapter shall be construed to grant any person obtaining a license any status or right other than the right to act as a tobacco retailer at the location in the County identified on the face of the license, subject to compliance with all other applicable laws, regulations and ordinances. Nothing in this Chapter shall be construed to render inapplicable, supercede or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on indoor smoking made applicable to business establishments by Labor Code Section 6404.5.

c. The provisions of this Chapter are in addition to those of Chapter 4.06 of this Code. A licensed tobacco retailer shall be subject to the requirements of both Chapter 4.06 and this Chapter. (SCC 1273 § 1 (part), 2004)

4.07.050 Application Procedure.

All applications for a license shall be submitted to the Tax and License Collector in the name of each person proposing to conduct tobacco retailing and shall be signed by each person or an authorized agent thereof. A person proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location. The application shall be in a form prescribed by the Tax and License Collector, including, but not limited to, the following information:

a. The name, address and telephone number of the owner of the enterprise.

b. The business name, address and telephone number of the fixed location for which a license is sought.

c. Whether or not the owner of the enterprise has previously been issued a license pursuant to this Chapter or Chapter 4.06 that is, or was at any time, suspended or revoked and, if so, the dates of the suspension period or the date of revocation.

d. Such other information as the Tax and License Collector deems necessary for the administration or enforcement of this Chapter. (SCC 1273 § 1 (part), 2004)

4.07.060 Issuance and Renewal of License.

a. Upon the receipt of an application for a license and the applicable license fee, the Tax and License Collector shall issue a license unless:

1. The application is incomplete or inaccurate;

2. The application seeks authorization for tobacco retailing at an address that appears on a license that is suspended, has been revoked, or is subject to suspension or revocation proceedings for violation of any of the provisions of this Chapter or Chapter 4.06; provided, however, this subparagraph shall not constitute a basis for denial of a license if either or both of the following apply:

i. The applicant provides the County with documentation demonstrating that the applicant had acquired or is acquiring the premises or business in an arm's length transaction. For the purposes of this subparagraph, an "arm's length transaction" is defined as a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this Chapter that occurred at the location, is presumed not to be an "arm's length transaction";

ii. It has been more than five years since the most recent license for that location was revoked;

3. The application seeks authorization for tobacco retailing that is unlawful pursuant to this Code, or that is unlawful pursuant to any other local, state or federal law; or,

4. The Tax and License Collector has information that the applicant or his or her agents or employees have violated any local, state or federal tobacco control law at the location for which the license or renewal of the license is sought within the preceding thirty-day (30) period.

5. There are grounds for denial pursuant to Chapter 4.06 of this Code.

6. No General Business License has been granted for the enterprise pursuant to Chapter 4.06 of this Code.

b. A license shall be valid for one year and an application for renewal must be filed not later than thirty (30) days prior to the expiration of the license, but no earlier than sixty (60) days prior to the expiration of the license. Unless revoked on an earlier date, all licenses shall expire one year after the date of

issuance. A license may be renewed for additional periods of one year by submitting an application to the Tax and License Collector and payment of the applicable license fee; provided, however, a license that is suspended, has been revoked, or is subject to suspension or revocation proceedings shall not be renewed. The application and license fee shall be submitted at least thirty (30) days, but not more than sixty (60) days, prior to the expiration of the current valid license. The applicant shall follow all of the procedures and provide all of the information required by Section 4.07.050. The Tax and License Collector shall process the application according to the provisions of this Section. Provided that an application is made within the time period required by this subdivision, a licensee may continue the sale of tobacco products pending a determination of the Tax and License Collector to renew or disapprove the license.

c. Where the Tax and License Collector does not approve a license or renewal of a license, the procedures for denial, including appeals therefrom, of Chapter 4.06 of this Code shall apply. (SCC 1273 § 1 (part), 2004)

4.07.070 Display of License.

Each license shall be prominently displayed in a publicly visible location at the licensed premises. (SCC 1273 § 1 (part), 2004)

4.07.080 License Fee.

The fee for issuance or renewal of a license shall be established by resolution of the Board of Supervisors and shall be in addition to the County's General Business License fee imposed by this Code upon the applicant. The license fee, together with any other license fee, shall be paid to the County at the time the license application is submitted. The amount of the fee shall be determined on the basis of the costs of the Department of Environmental Management incurred in the enforcement of tobacco retailing laws together with the costs, including the costs of counsel, of the Tax and License Collector incurred in the administration of this Chapter. (SCC 1273 § 1 (part), 2004)

4.07.090 License Nontransferable.

A license is nontransferable. If a licensee changes business location, that licensee must obtain a new license prior to acting as a tobacco retailer at the new location. If a business licensed to conduct tobacco retailing is sold, the new owner must obtain a license for that location before acting as a tobacco retailer. (SCC 1273 § 1 (part), 2004)

4.07.100 License Violation.

It shall be a violation of a license for a licensee or his or her agents or employees to violate any local, state or federal tobacco-related law. (SCC 1273 § 1 (part), 2004)

4.07.110 Suspension or Revocation of License.

a. In addition to any other remedy authorized by law, a license shall be suspended or revoked as provided in this Section, if the Tax and License Collector finds, in writing, that the licensee or his or her agents or employees have violated any local, state or federal laws, rules or regulations regarding the sale of tobacco or tobacco products to minors. Additionally, if a licensee is found to be in violation of any other of the provisions of this Chapter or Chapter 4.06 and, upon re-inspection of the licensed premises is found, in writing, to be in continued violation, the license may be suspended or revoked; provided, however, violations by a licensee at one location may not be accumulated against other locations of that same licensee, nor may violations accumulated against a prior licensee at a licensed location be accumulated against a new licensee at the same licensed location; provided that the new licensee demonstrates, to the satisfaction of the Tax and License Collector that the premises were acquired in an arm's length transaction.

1. Upon a finding by the Tax and License Collector of a first license violation involving the sale to minors of tobacco or tobacco products within any three-year period, the license shall be suspended for thirty (30) days.

2. Upon a finding by the Tax and License Collector of a second license violation involving the sale to minors of tobacco or tobacco products within a three-year period, the license shall be suspended for ninety (90) days.

3. Upon a finding by the Tax and License Collector of a third license violation involving the sale to minors of tobacco or tobacco products within a three-year period, the license shall be suspended for one year.

4. Upon a finding by the Tax and License Collector of a fourth license violation involving the sale to minors of tobacco or tobacco products within a three-year period, the license shall be revoked.

5. For all other violations of this Chapter, the Environmental Management Department may issue a written warning to the licensee regarding the violation and require re-inspection of the premises to determine that the violation has been cured. Costs of re-inspection shall be charged to the licensee. If, after re-inspection, the violation has not been cured, the Environmental Management Department will recommend the Tax and License Collector proceed to suspend or revoke the license.

b. Notwithstanding Section 4.07.110(A), a license shall be revoked if the Tax and License Collector finds that either one or both of the following conditions exist:

1. One or more of the bases for denial of a license under Section 4.07 existed at the time application was made or at anytime before the license issued.

2. The information contained in the license application, including supplemental information, if any, is found to be false in any material respect.

c. In the event the Tax and License Collector suspends or revokes a license, the procedures regarding suspension or revocation, including appeals therefrom, as set forth in Chapter 4.06 of this Code shall apply.

d. A licensee for whom a license suspension is in effect must remove all tobacco products and tobacco paraphernalia from public view at the address that appears on the suspended license. (SCC 1273 § 1 (part), 2004)

4.07.120 Enforcement.

a. In addition to any other remedy, any person violating any provision of this Chapter shall be guilty of a misdemeanor for each day such violation continues.

b. Any violation of this Chapter may be remedied by a civil action brought by the County Counsel. The County may recover reasonable attorney fees and costs of suit in any civil action brought by the County Counsel to remedy any violation of this Chapter.

c. Any person violating the provisions of this Chapter shall also be liable for civil penalties of not less than two hundred fifty dollars ($250.00) or more than twenty-five thousand dollars ($25,000.00) for each day the violation continues.

d. Violations of this Chapter are hereby declared to be public nuisances subject to abatement by the County. (SCC 1273 § 1 (part), 2004)

EXHIBIT B

ORDINANCE NO. 28-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE ADDING CHAPTER 4.62 TO THE ELK GROVE MUNICIPAL CODE REQUIRING THE LICENSING OF TOBACCO RETAILERS AND ADDING CHAPTER 1.11 TO THE ELK GROVE MUNICIPAL CODE CONCERNING ADMINISTRATIVE HEARINGS

The City Council of the City of Elk Grove does ordain as follows:

SECTION 1. PURPOSE AND AUTHORITY.

The purpose of this ordinance is to create a licensing requirement for tobacco retailers and a program for its enforcement in order to discourage violations of federal, state, and local tobacco-related laws. This ordinance is enacted under the authority of California Business and Professions Code section 22971.3 and pursuant to the authority granted cities by Article XI, Section 7 of the California Constitution.

SECTION 2. TOBACCO RETAIL LICENSING.

Chapter 4.62 is added to the Elk Grove Municipal Code, to read as follows:

Chapter 4.62

TOBACCO RETAILERS

Section(s):

4.62.010 Legislative Findings
4.62.020 Purpose
4.62.030 Definitions
4.62.040 Requirement for Tobacco Retailers License
4.62.050 Application Procedure
4.62.060 Issuance and Renewal of License
4.62.070 Display of License
4.62.080 License Fee
4.62.090 License Nontransferable
4.62.100 License Violation
4.62.110 Suspension or Revocation of License
4.62.120 Denial, Suspension, and Revocation – Appeals
4.62.130 Enforcement

4.62.010 Legislative Findings.

The City Council of the City of Elk Grove finds and determines that:

A. State law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Penal Code § 308).

B. State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 18 years of age (Business & Professions Code § 22956) and provide procedures for using persons under 18 years of age to conduct onsite compliance checks of tobacco retailers (Business & Professions Code § 22952).

C. State law requires that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under 18 years of age is illegal (Business & Professions Code § 22952, Penal Code § 308).

D. State law prohibits the sale or display of cigarettes through a self-service display and prohibits public access to cigarettes without the assistance of a clerk (Business & Professions Code § 22962).

E. State law prohibits the sale of "bidis" (hand-rolled filterless cigarettes imported primarily from India and Southeast Asian countries) except at those businesses that prohibit the presence of minors. (Penal Code § 308.1).

F. State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than 0.60 ounces of tobacco (Penal Code § 308.3).

G. State law prohibits public school students from smoking or using tobacco products while on campus, while attending school-sponsored activities, or while under the supervision or control of school district employees (Education Code § 48901(a)).

H. Elk Grove Municipal Code Section 6.86.070 prohibits the sale or distribution of tobacco products from vending machines.

I. In May of 2004, the Sacramento County Department of Health and Human Services Tobacco Education Program found that 17.0% of tobacco retailers sampled in the City of Elk Grove unlawfully sold tobacco products to minors, clerks in several types of outlets, including supermarket, convenience mart/gas stations, drug stores, and small markets, sold tobacco to minors and less than 45% of the stores surveyed displayed the STAKE Act signs required by State Law.

J. Eighty-eight percent of adults who have ever smoked tried their first cigarette by the age of 18, and the average age at which smokers try their first cigarette is 14½.

K. The City of Elk Grove has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting

compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and in protecting children from being lured into illegal activity through the misconduct of adults.

L. California courts in *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985), and *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993), have affirmed the power of local jurisdictions to regulate business activity in order to discourage violations of law.

M. State law authorizes local tobacco retailer licensing laws to provide for the suspension or revocation of the local tobacco retailer license for any violation of a state tobacco control law (Business & Professions Code § 22971.3).

N. A requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the City to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws.

4.62.020 Purpose.

The purpose of this Chapter is to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalty provided for violations.

4.62.030 Definitions.

As used in this Chapter, the following words and phrases shall have the meaning given them in this Section, unless the context clearly requires otherwise:

A. "City" means the City of Elk Grove.

B. "City Manager" means the City Manager of the City of Elk Grove or his or her designee.

C. "Itinerant tobacco retailing" means engaging in tobacco retailing at other than a fixed location.

D. "License" means a tobacco retailer license issued by the City pursuant to this Chapter.

E. "Licensee" means any proprietor holding a license issued by the City pursuant to this Chapter.

F. "Person" means any individual, firm, partnership, joint venture, limited liability company, association, social club, fraternal organization, corporation, estate, trust,

business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

G. "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has, or can have, sole or shared control over the day-to-day operations of a business.

H. "Tobacco product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

I. "Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed or used for the smoking or ingestion of tobacco products.

J. "Tobacco retailer" means any person who sells, offers for sale, exchanges, or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

K. "Tobacco retailing" shall mean selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

4.62.040 Requirement for Tobacco Retailers License.

A. It shall be unlawful for any person to act as a tobacco retailer without first obtaining a license for each location at which tobacco retailing is to occur. No license will be issued to authorize tobacco retailing at other than a fixed location. No license will be issued for itinerant tobacco retailing or tobacco retailing from vehicles.

B. Nothing in this Chapter shall be construed to grant any person obtaining a license any status or right other than the right to act as a tobacco retailer at the location in the City identified on the face of the license, subject to compliance with all other applicable laws, regulations, and ordinances. Nothing in this Chapter shall be construed to render inapplicable, supercede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on indoor smoking made applicable to business establishments by Labor Code section 6404.5.

4.62.050 Application Procedure.

All applications for a license shall be submitted to the City Manager in the name of each proprietor proposing to conduct tobacco retailing and shall be signed by each

proprietor or an authorized agent thereof. A proprietor proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location. Every application shall be submitted on a form supplied by the City Manager and shall contain the following information:

A. The name, address, and telephone number of each proprietor.

B. The business name, address, and telephone number of the fixed location for which a license is sought.

C. Whether or not any proprietor has previously been issued a license pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the dates of the suspension period or the date of revocation.

D. Such other information as the City Manager deems necessary for the administration or enforcement of this Chapter.

4.62.060 Issuance and Renewal of License.

A. Upon the receipt of an application for a license and the applicable license fee, the City Manager shall issue a license unless:

1. The application is incomplete or inaccurate;

2. The application seeks authorization for tobacco retailing at an address that appears on a license that is suspended, has been revoked, or is subject to suspension or revocation proceedings for violation of any of the provisions of this Chapter; provided, however, this subparagraph shall not constitute a basis for denial of a license if either or both of the following apply:

a. The applicant provides the City with documentation demonstrating that the applicant has acquired or is acquiring the premises or business in an arm's length transaction. For the purposes of this subparagraph, an "arm's length transaction" is defined as a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this Chapter that occurred at the location, is presumed not to be an "arm's length transaction";

b. It has been more than five (5) years since the most recent license for that location was revoked;

3. The application seeks authorization for tobacco retailing that is unlawful pursuant to this Code, or that is unlawful pursuant to any other local, state, or federal law; or,

4. The City Manager has information that the applicant or his or her agents or employees has violated any local, state or federal tobacco control law at the location for which the license or renewal of the license is sought within the preceding thirty-day (30) period.

B. A license shall be valid for one year and must be renewed not later than thirty (30) days prior to the expiration of the license, but no earlier than sixty (60) days prior to the expiration of the license. Unless revoked on an earlier date, all licenses shall expire one year after the date of issuance. A license may be renewed for additional periods of one year by submitting an application to the City Manager and payment of the applicable license fee; provided, however, a license that is suspended, has been revoked, or is subject to suspension or revocation proceedings shall not be renewed. The application and license fee shall be submitted at least thirty (30) days, but not more than sixty (60) days, prior to the expiration of the current valid license. The applicant shall follow all of the procedures and provide all of the information required Section 4.62.050. The City Manager shall process the application according to the provisions of this Section.

C. Where the City Manager does not approve a license or renewal of a license, the City Manager shall notify the applicant of the specific grounds for the denial in writing. The notice of denial shall be served personally or by mail not later than five (5) calendar days after the date of the denial. If by mail, the notice shall be placed in a sealed envelope, with postage paid, addressed to the applicant at the address as it appears on the application. The giving of notice shall be deemed complete at the time of deposit of the notice in the United States mail without extension of time for any reason. In lieu of mailing, the notice may be served personally by delivering to the person to be served and service shall be deemed complete at the time of such delivery. Personal service to a corporation may be made by delivery of the notice to any person designated in the Code of Civil Procedure to be served for the corporation with summons and complaint in a civil action.

4.62.070 Display of License.

Each license shall be prominently displayed in a publicly visible location at the licensed premises.

4.62.080 License Fee.

The fee for issuance or renewal of a license shall be established by resolution of the City Council and shall be in addition to the City's business operation tax and any other license or permit fee imposed by this Code upon the applicant. The license fee shall be paid to the City at the time the license application is submitted.

4.62.090 License Nontransferable.

A license is nontransferable. If a licensee changes business location, that licensee must obtain a new license prior to acting as a tobacco retailer at the new location. If a

business licensed to conduct tobacco retailing is sold, the new owner must obtain a license for that location before acting as a tobacco retailer.

4.62.100 License Violation.

It shall be a violation of a license for a licensee or his or her agents or employees to violate any local, state, or federal tobacco-related law.

4.62.110 Suspension or Revocation of License.

A. In addition to any other remedy authorized by law, a license shall be suspended or revoked as provided in this Section, if the City Manager finds that the licensee or his or her agents or employees has or have violated any of the provisions of this Chapter; provided, however, violations by a licensee at one location may not be accumulated against other locations of that same licensee, nor may violations accumulated against a prior licensee at a licensed location be accumulated against a new licensee at the same licensed location.

1. Upon a finding by the City Manager of a first license violation within any five-year (5) period, the license shall be suspended for thirty (30) days.

2. Upon a finding by the City Manager of a second license violation within any five-year (5) period, the license shall be suspended for ninety (90) days.

3. Upon a finding by the City Manager of a third license violation within any five-year (5) period, the license shall be suspended for one (1) year.

4. Upon a finding by the City Manager of a fourth license violation within any five-year (5) period, the license shall be revoked.

B. Notwithstanding Section 4.62.110(A), a license shall be revoked if the City Manager finds that either one or both of the following conditions exist:

1. One or more of the bases for denial of a license under Section 4.62.060(A) existed at the time application was made or at anytime before the license issued.

2. The information contained in the license application, including supplemental information, if any, is found to be false in any material respect.

C. In the event the City Manager suspends or revokes a license, written notice of the suspension or revocation shall be served upon the licensee within five (5) days of the suspension or revocation in the manner prescribed in Section 4.62.060(C). The notice shall contain:

1. A brief statement of the specific grounds for such suspension or revocation;

2. A statement that the licensee may appeal the suspension or revocation by submitting an appeal, in writing, in accordance with the provisions of Section 4.62.120, to the City Manager, within ten (10) calendar days of the date of service of the notice; and,

3. A statement that the failure to appeal the notice of suspension or revocation will constitute a waiver of all right to an administrative appeal hearing, and the suspension or revocation will be final.

D. A licensee for whom a license suspension is in effect must remove all tobacco products and tobacco paraphernalia from public view at the address that appears on the suspended license.

4.62.120 Denial, Suspension, and Revocation – Appeals.

A. Any applicant or licensee aggrieved by the decision of the City Manager in denying, suspending, or revoking a license, may appeal the decision by submitting a written appeal to the City Manager within ten (10) calendar days from the date of service of the notice of denial, suspension, or revocation. The written appeal shall contain:

1. A brief statement in ordinary and concise language of the specific action protested, together with any material facts claimed to support the contentions of the appellant;

2. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;

3. The signatures of all parties named as appellants and their official mailing addresses; and,

4. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

B. The appeal hearing shall be conducted in accordance with Chapter 1.11 of the Municipal Code.

C. Any suspension or revocation of a license shall be stayed during the pendency of an appeal that is properly and timely filed pursuant to this Section.

4.62.130 Enforcement.

A. In addition to any other remedy, any person violating any provision of this Chapter shall be guilty of a misdemeanor for each day such violation continues.

B. Any violation of this Chapter may be remedied by a civil action brought by the City Attorney. The City may recover reasonable attorneys' fees and costs of suit in any civil action brought by the City Attorney to remedy any violation of this Chapter.

C. Any person violating the provisions of this Chapter shall also be liable for civil penalties of not less than two hundred fifty dollars ($250.00) or more than twenty-five thousand dollars ($25,000.00) for each day the violation continues.

D. Violations of this Chapter are hereby declared to be public nuisances subject to abatement by the City.

E. In addition to criminal sanctions, civil penalties as provided in this Section, and other remedies set forth in this Chapter, administrative penalties of up to $5,000 for each violation of this Chapter may be imposed against any person violating any provision of this Chapter pursuant to the procedures specified in Section 16.18.205f of the Municipal Code or pursuant to any generally applicable provisions of the Municipal Code concerning administrative fines and penalties.

SECTION 3. ADMINISTRATIVE HEARING PROCEDURES.

Chapter 1.11 is added to the Elk Grove Municipal Code, to read as follows:

Chapter 1.11

ADMINISTRATIVE HEARINGS

Section(s):

1.11.010. Administrative Hearing Procedures

1.11.010. Administrative Hearing Procedures

The City Manager shall promulgate rules and procedures as necessary for the use of administrative hearing officers and the procedures governing administrative hearings for all hearings conducted under the Elk Grove Municipal Code.

SECTION 4. 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 section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, that decision shall not affect the validity or effectiveness of the remaining portions of this Chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 6. 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 Government Code section 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 20th day of October 2004.

SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:

PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

ANTHONY B. MANZANETTI,
CITY ATTORNEY

Effective Date: November 19, 2004

AYES:	**Scherman, Soares, Briggs**
NOES:	**None**
ABSTAIN:	**None**
ABSENT:	**Cooper**
RECUSAL:	**Leary**

EXHIBIT C



Model California Ordinance Requiring a Tobacco Retailer License (with Annotations)

March 2002

Technical Assistance Legal Center
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Model California Ordinance Requiring a Tobacco Retailer License (with Annotations)
Revised March 2002
(Originally Issued: September 1998)

INTRODUCTION

This model ordinance was produced by the Technical Assistance Legal Center (TALC) to help guide California cities and counties that wish to regulate tobacco retailers in order to reduce youth access to tobacco and the negative public health effects associated with tobacco use.[1] This version of the model ordinance contains annotations to the legal provisions with comments describing the provisions in lay language and/or providing additional information to municipal attorneys. In some instances alternate language is offered or blanks have been left for customization to fit the needs of a specific community. Some degree of customization will be necessary in order to correlate the provisions of the ordinance to other provisions of local ordinances. The ordinance was first issued in September 1998 and revised in March 2002.

Everyone agrees that children should not use tobacco products. Despite long-standing state laws prohibiting tobacco sales to minors, minors continue to obtain cigarettes and other tobacco products at alarming rates. Each year, minors 12 to 17 years of age consume an estimated 924 million packs of cigarettes, yielding the tobacco industry $480 million in profits from underage smokers.[2]

Nationwide, approximately 475 communities require a license to sell tobacco products and provide penalties such as suspension or revocation of the license for illegal conduct (e.g., selling tobacco to minors).[3] In California, twenty-four local governments have passed such ordinances, primarily in San Mateo and Contra Costa Counties. The largest city in California requiring a license or permit to sell tobacco is Los Angeles.[4]

A licensing ordinance requires merchants to obtain a license to sell tobacco products and provides for the suspension or revocation of the license if the merchant sells tobacco to minors or violates other local, state, or federal laws related to tobacco. In this way, a licensing ordinance is a tool that can be used to encourage compliance with all existing tobacco-related laws. For merchants who continue to violate these laws, licensing offers a means to eliminate them and their unfair and unlawful practices from the marketplace.

A licensing ordinance creates a greater financial deterrent than a fine to discourage retailers from violating the law. For many merchants, tobacco sales make up a substantial portion of their revenue. Losing the authority to sell tobacco products will cost far more than a fine in most

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[1] TALC has developed model ordinances on other tobacco issues, such as regulating the location of tobacco retailers and prohibiting the self-service display of tobacco products. For copies of TALC publications or questions about this ordinance, please contact TALC at (510) 444-8252 or by e-mail: talc@phi.org. Additionally, all materials are available on our website at www.phi.org/talc.

[2] Joseph R. DiFranza, M.D. & John J. Librett, M.P.H., *State and Federal Revenues from Tobacco Consumed by Minors*, 89 Am. J. Pub. Health 1106 (1999).

[3] American Nonsmokers Rights Foundation, *U.S. Communities with Local Tobacco Control Ordinances: Cumulative Totals from the ANR Foundation Local Tobacco Control Ordinance Database* (Dec. 10, 2001) (on file with TALC).

[4] California cities that license tobacco retailers include Antioch, Brentwood, Colma, Daly City, Danville, East Palo Alto, El Cerrito, Lafayette, Los Angeles, Millbrae, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Redwood City, Richmond, San Carlos, San Mateo, San Rafael, and Walnut Creek; as well as Contra Costa, Santa Barbara, and San Mateo Counties. American Nonsmokers' Rights Foundation, *California Ordinances Restricting Youth Access to Tobacco*, *at* http://birch.he.net/~talc/PDFs/licordlst.pdf (last visited Jan. 28, 2002).

cases. The threat of license suspension or revocation is intended to encourage compliance with the state law against selling to minors. Additionally, licensing is a means of identifying and tracking the retailers in a community who are selling tobacco.

Licensing tobacco retailers is common outside California. Woodridge, Illinois, a city which has carefully monitored its licensing ordinance, has found it extremely effective in reducing tobacco sales to minors. Merchant sales to minors in Woodridge decreased from a baseline of 70% of retailers before the adoption of the ordinance to less than 5% in the year and a half after enactment.[5] A study of several Minnesota cities found that an increased licensing fee in conjunction with strict enforcement of youth access laws led to a decrease from 39.8% to 4.9% in the number of youth able to purchase tobacco.[6]

While licensing tobacco retailers can be an effective tool in regulating how *existing* retailers do business, communities also may consider using land use tools to limit the number and location of new tobacco retailers in their communities. Unlike licensing, which regulates *how* a tobacco retailer does business, land use regulation dictates *where* a tobacco retailer may locate. For example, a land use ordinance can prohibit tobacco retailers from locating within 1000 feet of a school. The advantage of land use regulation is that tobacco retailing can be directed away from child-sensitive locations. The disadvantage is that, unless the ordinance also seeks to amortize existing tobacco retailers (i.e., require closure after a set period of time), the ordinance only applies to retail stores that seek to open in the future. A tobacco-licensing ordinance applies to all tobacco retailers, but unlike a land use ordinance, licensing does not usually dictate where tobacco is sold. A model land use ordinance is available from TALC. Check our website at www.phi.org/talc.

Following are the key changes that were made to the 1998 draft of this licensing ordinance when it was revised in March 2002:

- the findings were updated to reflect current statistical information and legislation;
- the option for retailer training in lieu of suspension for a first license violation was removed (it is still mentioned in the "comment" section);
- the period of time during which a past violation will count toward the total number of prior violations (for purposes of license suspension) was extended from 12 to 60 months;
- license revocation was added as the consequence for a fourth violation;
- the license fee now includes the cost of monitoring compliance with other tobacco laws upon which a license violation is based; and
- an option to include additional tobacco control measures was added.

If you have questions about how to adapt this ordinance for your community, please feel free to contact TALC for assistance.

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[5] Leonard A. Jason et al., *Active Enforcement of Cigarette Control Laws in the Prevention of Cigarette Sales to Minors*, 266 J. Am. Med. Ass'n 3159 (1991).

[6] Jean L. Forster et al., *The Effects of Community Policies to Reduce Youth Access to Tobacco*, 88 Am. J. Pub. Health 1193, 1197 (1998).

**AN ORDINANCE OF THE [CITY / COUNTY] OF [____]
REGARDING THE LICENSURE OF TOBACCO RETAILERS
AND AMENDING THE [____] MUNICIPAL CODE**

The [City Council of the City / Board of Supervisors of the County] of [____] does ordain as follows:

> **COMMENT:** This is introductory boilerplate language that should be adapted to the conventional form used in the jurisdiction.

SECTION I. FINDINGS. The [City Council of the City / Board of Supervisors of the County] of [____] hereby finds and declares as follows:[7]

WHEREAS, state law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Cal. Pen. Code § 308); and

WHEREAS, state law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 18 years of age (Bus. & Prof. Code § 22956) and provides procedures for using persons under 18 years of age to conduct onsite compliance checks of tobacco retailers (Cal. Bus. & Prof. Code § 22952); and

WHEREAS, state law requires that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under 18 years of age is illegal (Cal. Bus. & Prof. Code § 22952, Cal. Pen. Code § 308); and

WHEREAS, state law prohibits the sale or display of cigarettes through a self-service display and prohibits public access to cigarettes without the assistance of a clerk (Cal. Bus. & Prof. Code § 22962); and

WHEREAS, state law prohibits the sale of "bidis" (hand-rolled filterless cigarettes imported primarily from India and Southeast Asian countries) except in adult-only establishments (Cal. Pen. Code § 308.1); and

WHEREAS, state law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than 0.60 ounces of tobacco (Cal. Pen. Code § 308.3); and

WHEREAS, state law prohibits public school students from smoking or using tobacco products while on campus, while attending school-sponsored activities, or while under the supervision or control of school district employees (Cal. Educ. Code § 48901(a)); and

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[7] Each of the authorities identified in this model ordinance can be obtained from the Technical Assistant Legal Center at the address, phone, and e-mail address indicated on the first page of this model ordinance.

[WHEREAS,] [discuss any local ordinances regulating the sale of tobacco products, such as a complete self-service display ban, a ban on cigarette vending machines, or a conditional use permit or other land use restriction on tobacco sales] [; and]

WHEREAS, despite these restrictions, minors continue to obtain cigarettes and other tobacco products at alarming rates. Each year, an estimated 924 million packs of cigarettes are consumed by minors 12 to 17 years of age, yielding the tobacco industry $480 million in profits from underage smokers;[8] and

WHEREAS, in a 2001 California youth-buying survey, 17.1% of retailers surveyed unlawfully sold tobacco product to minors;[9] and

[WHEREAS,] [insert local sales rate to minors, if available] [; and]

WHEREAS, 88% of adults who have ever smoked tried their first cigarette by the age of 18 and the average age at which smokers try their first cigarette is 14½;[10] and

WHEREAS, [City / County] has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and finally, and most importantly, in protecting children from being lured into illegal activity through the misconduct of adults; and

WHEREAS, the California courts in such cases as *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985), and *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993), have affirmed the power of the [City / County] to regulate business activity in order to discourage violations of law; and

WHEREAS, a requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the [City / County] to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws; and

WHEREAS, 65% of California's key opinion leaders surveyed support implementation of tobacco-licensing requirements.[11]

NOW THEREFORE, it is the intent of the [City Council / Board of Supervisors], in enacting this ordinance, to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of to-

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[8] DiFranza & Librett, *supra*, at 1106 n.2.

[9] Cal. Dep't Health Servs., Tobacco Control Section, *Youth Tobacco Purchase Survey 2001* (forthcoming 2002) (upon release, survey results are expected to be available at http://www.dhs.ca.gov/tobacco/html/pressreleases.htm). Note that the youth sales rate cited above is a statewide average. Youth sales rates for a particular city or county may be significantly higher. Check with your local tobacco prevention project, usually located in the county Health Department, to see if local figures are available.

[10] U.S. Dep't of Health & Human Servs. et al., *Preventing Tobacco Use Among Young People: A Report of the Surgeon General* 67 (1994).

[11] Cal. Dep't of Health Servs., Tobacco Control Section, *Independent Evaluation of the California Tobacco Control Prevention & Education Program: Wave 2 Data, 1998, Wave 1 & Wave 2 Data Comparisons 1996-1998* (2001), *available at* http://www.dhs.ca.gov/tobacco/documents/Wave2IEreport.pdf (last updated April 24, 2001).

bacco products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalty provided therefore.

> **COMMENT:** These findings lay out the policy rationale for the ordinance. California Penal Code section 308(e) preempts local laws that are "inconsistent" with the state law that prohibits tobacco sales to minors and provides civil and criminal penalties. By regulating businesses in order to discourage violations of federal or state law but not increasing the penalties established by such laws, the City or County is staying within the safe harbor created by the *Cohen* and *Bravo Vending* cases. *Cohen* upheld San Francisco's regulation of escort services to discourage prostitution, while *Bravo Vending* upheld Rancho Mirage's ban on tobacco vending machines, which was intended to discourage tobacco sales to minors. In addition to the *Cohen* and *Bravo Vending* cases, helpful authorities are *EWAP, Inc. v. City of Los Angeles*, 97 Cal. App. 3d 179, 191 (1979) (regulation of adult arcade to discourage lewd conduct), and *Brix v. City of San Rafael*, 92 Cal. App. 3d 47, 53 (1979) (regulation of massage parlors to discourage prostitution).

SECTION II. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The [City Council / Board of Supervisors] of the [City / County] of [____] hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

> **COMMENT:** This is standard language. Often this "boilerplate" is found at the end of an ordinance but its location is irrelevant. It is placed here to simplify updating cross-references should the City or County wish to customize this model by adding or deleting sections.

SECTION III. [Article / Section] of the [____] Municipal Code is hereby amended to read as follows:

Sec. [____ (*1)]. DEFINITIONS. The following words and phrases, whenever used in this article, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) "Department" means [____].

> **COMMENT:** This term is used in the ordinance to refer to the City or County agency charged with issuing licenses and possibly enforcing the ordinance. In some areas, more than one agency may be involved in administering and/or enforcing the ordinance.

(b) "Person" means any natural person, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

> **COMMENT:** The Municipal Code likely contains a definition of "person" and, if so, the definition provided here can be omitted.

(c) "Proprietor" means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have, or can or does share, ultimate control over the day-to-day operations of a business.

> **COMMENT:** This term is defined in attempt to prevent sham ownership changes made for the sole purpose of evading the license penalty provisions.

(d) "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

> **COMMENT:** This is a common definition, similar to definitions found in a number of local ordinances regulating tobacco sales.

(e) "Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking or ingestion of Tobacco Products.

> **COMMENT:** This definition draws on the language of Penal Code section 308(a). Whether to regulate sales of Tobacco Paraphernalia in addition to sales of Tobacco Products is a question of local policy. If only tobacco sales are to be regulated, both this definition and the words "Tobacco Paraphernalia" as used in the operative sections below, should be omitted.

(f) "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products, or Tobacco Paraphernalia; "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, Tobacco Products, or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

> **COMMENT:** These definitions only reach persons who sell Tobacco Products or exchange them for something of value. Tobacco-related products, such as t-shirts and the like, are not included.

Sec. [____ (*2)]. REQUIREMENT FOR TOBACCO RETAILER LICENSE.

(a) It shall be unlawful for any Person to act as a Tobacco Retailer without first obtaining and maintaining a valid Tobacco Retailer's license pursuant to this [article / chapter] for

each location at which that activity is to occur. No license may issue to authorize Tobacco Retailing at other than a fixed location. For example, Tobacco Retailing by Persons on foot and Tobacco Retailing from vehicles are prohibited.

> **COMMENT:** This is the primary operative section of the ordinance. It forbids tobacco sales except at fixed locations and requires a license for each location. So, for example, a supermarket chain would need a license for each store.
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> Note that because this ordinance will most often be adopted as an amendment to an existing business license ordinance, it uses the term "license." A City or County could, of course, choose to label the requirement a "permit," as the two terms are generally interchangeable. The term used should be consistent with other provisions of the City or County Code to which this ordinance is added.

(b) The payment of the license fee designated in Section [____ (*6)] confers paid status upon a license for a term of [____]. Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer's license no later than thirty (30) days prior to expiration of the payment term.

> **COMMENT:** The payment term of licenses is a matter for local policy. If this ordinance is adopted as an amendment to a local, regulatory business license ordinance, many administrative details, such as the term of licenses, may be covered by the existing license ordinance. It may be best to rely on those provisions to avoid unintended inconsistencies that can complicate enforcement of the ordinance.

(c) Nothing in this [article / chapter] shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's license any status or right other than the right to act as a Tobacco Retailer at the location in the [City / County] identified on the face of the permit. For example, nothing in this [article / chapter] shall be construed to render inapplicable, supercede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by California Labor Code section 6404.5.

> **COMMENT:** Subsection (c) makes explicit the fact that granting a Tobacco Retailer license does not affect a Tobacco Retailer's status under other local, state, or federal law. For example, obtaining a local license does not transform a business into a "retail or wholesale tobacco shop" in which smoking is allowed pursuant to California Labor Code 6404.5(d)(4).

Sec. [____ (*3)]. APPLICATION PROCEDURE. Application for a Tobacco Retailer's license shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof. It is the responsibility of each Proprietor to be informed of the laws affecting the issuance of a Tobacco Retailer's license. A license that is issued in error or on the basis of false or misleading information supplied by a Proprietor may be revoked pursuant to Section [____(*9)(c)] of this [article /

chapter]. All applications shall be submitted on a form supplied by the Department and shall contain the following information:

1. The name, address, and telephone number of each Proprietor.

2. The business name, address, and telephone number of the single fixed location for which a Tobacco Retailer's license is sought.

3. The name and mailing address authorized by each Proprietor to receive all license-related communications and notices (the "Authorized Address"). If an Authorized Address is not supplied, each Proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph 2. above.

4. Whether or not any Proprietor has previously been issued a license pursuant to this [article / chapter] that is, or was at any time, suspended or revoked and, if so, the dates of the suspension period or the date of revocation.

5. Such other information as the Department deems necessary for the administration or enforcement of this ordinance.

> **COMMENT:** Again, if the ordinance is included in a comprehensive licensing ordinance, this section might be omitted. The fourth requirement is intended to allow the administrative agency to identify applicants who have previously had licenses suspended or revoked. The fifth requirement authorizes administrative and enforcement staff to establish application forms that require various types of information to aid effective operation and enforcement of the ordinance. For example, it may be useful to include in the application a statement, perhaps made under penalty of perjury, that the applicant has familiarized himself or herself with the legal requirements applicable to tobacco retailing. It would, of course, be helpful to provide information about those requirements to those who apply.

Sec. [____ (*4)]. ISSUANCE OF LICENSE. Upon the receipt of an application for a Tobacco Retailer's license and the license fee, the Department shall issue a license unless substantial record evidence demonstrates one of the following bases for denial:

(a) the application is incomplete or inaccurate; or

(b) the application seeks authorization for Tobacco Retailing by a Proprietor for which or whom a suspension is in effect pursuant to Section [____(*8)] of this [article / chapter]; or by a Proprietor which or who has had a license revoked pursuant to Section [____(*9)(a)(4)] of this [article / chapter]; or

(c) the application seeks authorization for Tobacco Retailing that is prohibited pursuant to Section [____(*2)] of this [chapter / article (e.g., mobile vending)], that is unlawful pursuant to this Code [[chapter / article] [____] (e.g., the zoning code)], or that is unlawful pursuant to any other local, state, or federal law.

COMMENT: Although a license technically should not be issued if prohibited elsewhere in the City or County code, it is valuable to make note of what other tobacco ordinances staff should take into consideration. For example, if the code contains a zoning or conditional use permit ordinance affecting tobacco retailers, the licensing ordinance should refer to it directly to assist staff in implementing the ordinance.

This section makes issuance of licenses a mandatory, ministerial duty of staff unless record evidence can be developed supporting one of the four justifications for denial of the ordinance can be shown. "Substantial record evidence" is oral or written evidence within the City's or County's records that is sufficiently reliable and persuasive that a court will accept it. The usual test is that it must be the kind of evidence upon which responsible people rely in making important business, personal and other decisions.

It is lawful to establish a discretionary license system, where licenses are issued only after some form of hearing (which could be a "paper" hearing conducted by mail) and individually tailored conditions of approval are imposed. However, given the likely volume of such licenses in most communities, this ordinance takes a less ambitious approach and will require less staff time and money to implement.

Providing record evidence of the bases for denial under subsections (b) and (c) should be simple and can take the form of a memo from planning staff or from staff members who maintain the records of suspensions and revocations. Proving that an application is incomplete also will be simple. Proving that an application contains false information will be more difficult and greater attention to the quality of evidence (i.e., its persuasiveness and reliability) is therefore appropriate. If oral evidence is to be relied upon, it should be reduced to writing, as by a staff memo to the file that reports the oral complaint of a resident.

Sec. [____ (*5)]. DISPLAY OF LICENSE. Each license shall be prominently displayed in a publicly visible location at the licensed premises.

COMMENT: This is a common requirement of licensing ordinances and is an aid to enforcement. Again, if this ordinance is adopted as an amendment to a comprehensive licensing scheme, this provision will likely already be included in the local code.

Sec. [____ (*6)]. FEES FOR LICENSE. The fee to issue or to renew a Tobacco Retailer's license shall be established by resolution of the [City Council / Board of Supervisors]. The fee shall be calculated so as to recover no more than the total cost of license administration and enforcement, including, for example, but not limited to, issuing the license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators. Fees are nonrefundable except as may be required by law.

COMMENT: Government Code sections 66016–66018.5 govern the establishment of fees; other local requirements established

by charter or ordinance, may apply as well. The Government Code requires a noticed public hearing. This ordinance provides that fees are established by resolution both because the Government Code permits the use of a resolution rather than an ordinance and because many cities and counties adopt an annual master fee-setting resolution that can be amended to include this fee.

It is lawful to impose a fee on applicants in an amount sufficient to offset the cost of the entire tobacco enforcement program of the locality under such cases as *Sinclair Paint Co. v. Board of Equalization*, 15 Cal. 4th 866 (1997).

The license fee can incorporate the cost of enforcing *all* tobacco laws because a violation of any tobacco-related law is a basis for revocation or suspension of a license. For example, if the enforcing agency is the police department, a new officer could be hired and the cost of hire included in the fee so long as the efforts of a full-time officer (or the equivalent number of staff hours) are used to monitor and enforce tobacco laws in connection with monitoring compliance with the license.

One approach to setting the fee is to estimate the cost of administration and enforcement of the licensing program. For example, estimate the number of stores in the city or county and how much time it will take a government employee to review applications and issue licenses. The fraction of that employee's time can then be used to calculate the annual cost, based on the cost of that employee's salary, benefits, and his or her share of administrative overhead such as rent, insurance, legal advice, etc. As for enforcement costs, calculate, for example, how many yearly inspections are necessary (ideally one to four per retailer) and how much staff time each inspection demands. It is important to document these calculations for two reasons: to provide support for the fee amount; and, to refute a potential legal challenge claiming the fee exceeds the cost of administration and enforcement. Please contact TALC for an example of a fee calculation performed by the county of Santa Barbara prior to passage of that county's licensing ordinance.

Note that the City or County can avoid having to calculate staff time by mandating that a set amount of time, e.g., 15 hours a week, shall be spent on license enforcement activity (including enforcing the tobacco laws that give rise to a license violation). New staff could be hired to meet this mandate and the cost can be incorporated into the license fee.

Sec. [____ (*7)]. LICENSES NONTRANSFERABLE. A Tobacco Retailer's license is nontransferable. If the information required in the license application pursuant to Section [____ (*3)] , items 1, 2, or 3, changes, a new Tobacco Retailer's license is required before the business may continue to act as a Tobacco Retailer. For example, if a Proprietor to whom a license has been issued changes business location, that Proprietor must apply for a new license prior to acting as a Tobacco Retailer at the new location. Or if the business is sold, the new owner must apply for a license for that location before acting as a Tobacco Retailer.

Sec. [____ (*8)]. LICENSE VIOLATION.

(a) VIOLATION OF TOBACCO-RELATED LAWS. It shall be a violation of a Tobacco Retailer's license for a licensee or his or her agent or employee to violate any local, state, or federal tobacco-related law.

> **COMMENT:** This provision makes licensing an effective tool for comprehensively enforcing tobacco control laws. A city or county can use the suspension/revocation provisions of a license to encourage compliance with all tobacco-related laws, even laws that the city or county might not otherwise have authority to enforce, such as the Stop Tobacco Access to Kids Enforcement Act ("STAKE Act," Bus. & Prof. Code § 22958). This provision also gives a city or county additional enforcement options: enforcing the underlying tobacco law, such as not selling tobacco to minors (Penal Code 308); and/or discouraging illegal behavior by suspending or revoking a license. Losing the right to sell tobacco will likely be a bigger financial deterrent than an occasional fine imposed under other laws.

[(b) [The City or County may wish to add other desired requirements that, if violated, will constitute a violation of the license. For example, self-service display bans, vending machine bans, or a requirement that clerks selling tobacco be at least 18 years old.].]

> **COMMENT:** This is a convenient method of enacting additional tobacco control measures without having to pass separate ordinances. Note, however, that any measure added to this section can only be enforced as a license violation. There will not be a separate penalty provisions for violating the underlying measure unless this section or another section of the Code expressly so provides.

(c) LICENSE COMPLIANCE MONITORING. Compliance with this ordinance shall be monitored by [____]. The [City Council / Board of Supervisors] anticipates that compliance checks of [each Tobacco Retailer / a sample of Tobacco Retailers selected [randomly / by geographic location / based on complaints]] will be conducted at least [____] times during each twelve-month period.

> **COMMENT:** It is important to designate who will monitor license compliance, or in other words, who will enforce the license. Unless an enforcing authority is explicitly set forth, the license may not be enforced at all. Multiple agencies may be given authority to enforce the license, but it is probably a good idea to provide some clear division of authority between them to discourage conflicts and situations in which each agency defers to the other and neither enforces the ordinance.
>
> It is also a good idea to recommend a minimum number of compliance checks to ensure that at least some level of enforcement will take place. One to four checks per year may be appropriate depending on the number of Tobacco Retailers in a community and the level of funding established through the license fee.

Sec. [____ (*9)]. SUSPENSION OR REVOCATION OF LICENSE.

(a) SUSPENSION OR REVOCATION OF LICENSE FOR VIOLATION. In addition to any other penalty authorized by law, a Tobacco Retailer's license shall be suspended or revoked if the Department finds, after notice to the licensee and opportunity to be heard, that the licensee or his or her agents or employees has or have violated the requirements of this Ordinance or other conditions of the license imposed pursuant to Section [____ (*8)] above.

(1) Upon a finding by the Department of a first license violation within any sixty-month (60) period, the license shall be suspended for thirty (30) days.

(2) Upon a finding by the Department of a second license violation within any sixty-month (60) period, the license shall be suspended for ninety (90) days.

(3) Upon a finding by the Department of a third license violation within any sixty-month (60) period, the license shall be suspended for one (1) year.

(4) Upon a finding by the Department of a fourth license violation within any sixty-month (60) period, the license shall be revoked and the Proprietor or Proprietors who had been issued the license shall never again be issued a Tobacco Retailer's license pursuant to this [chapter / article].

COMMENT: Stronger or more lenient penalties may be provided as a matter of local policy. For example, in lieu of an initial 30-day suspension, the retailer could be required to provide training for all sales employees on all tobacco-related laws, and techniques to ensure future compliance with the law. If such an option is offered, the training plan would need to be pre-approved by the Department; the training would need to be completed within a time specified by the Department; and, after the training, the retailer would have to submit satisfactory evidence within a specified period of time that the training described in the training plan was completed. Alternatively, some local ordinances direct enforcement staff simply to warn retailers after the first violation.

This model ordinance does not impose fines upon Tobacco Retailers for license violations related to state tobacco laws in order to avoid potential preemption by state law. Penal Code section 308(a) prohibits the sale of tobacco to minors and establishes criminal and civil penalties for violation. Penal Code section 308(e) prohibits local governments from passing ordinances "inconsistent" with this law. Therefore, local governments may not be able to increase the fines for illegal sale of tobacco to minors but they may provide for suspension of a retailer's license to encourage compliance with Penal Code section 308.

By providing mandatory penalties, this model does not provide any discretion to enforcement staff. This lack of discretion makes for a simple ordinance and standardized, even-handed enforcement. If discretion with respect to penalties is desired, the ordinance must state the standard by which that discretion is to be exercised. One formula might be: "the license shall be sus-

suspended for up to 90 days, depending on the willfulness of the violations and the need to deter further violations." Note, too, that these penalty provisions do not prevent the use of other legal tools, such as criminal prosecution under Penal Code section 308, enforcement of the Stop Tobacco Access to Kids Enforcement Act ("STAKE Act," Bus. & Prof. Code § 22950-22962), or the administrative and judicial remedies discussed below.

This ordinance provides a broad range of enforcement devices, ranging from suspension and revocation of licenses to fines, criminal law suits, civil law suits, etc. It is unlikely that every remedy would be used in a single case, although multiple remedies might be used against a particularly egregious violator over time. If more than one penalty is to be imposed, attention should be given to the possibility of a violation of the double jeopardy clauses of the state and federal constitutions, which forbid multiple criminal sanctions for a single misdeed. That doctrine does not, however, prevent both civil and criminal remedies for a single misdeed. Thus someone convicted of violating Penal Code section 308 could also face the civil penalty of license suspension or revocation.

(b) SUSPENSION OF LICENSE FOR FAILURE TO PAY RENEWAL FEE. A Tobacco Retailer's license that is not timely renewed pursuant to Sec. [____ (*2)(b)] shall automatically be suspended by operation of law. If not renewed, a license shall be automatically revoked two (2) years after the renewal date.

COMMENT: This provision closes loopholes that can occur if a license is not renewed during the course of a license violation investigation or suspension period.

(c) REVOCATION OF LICENSE ISSUED IN ERROR. A Tobacco Retailer's license shall be revoked if the Department finds, after notice and opportunity to be heard, that one or more of the bases for denial of a license under Section [____(*4)] existed at the time application was made or at anytime before the license issued. The revocation shall be without prejudice to the filing of a new application for a license.

COMMENT: This provision allows the City or County to revoke a license that should not have been granted but it is not a punitive revocation like subsection (a) above. For example, if information provided in an application turns out to have been incorrect, the license can be revoked. Another example is if a zoning ordinance prohibits Tobacco Retailing in certain locations, but staff issue a license by mistake, the license can be revoked.

(d) APPEAL OF SUSPENSION OR REVOCATION. A decision of the Department to revoke or suspend a license is appealable to the [____] and must be filed with the [____] within ten days of mailing of the Department's decision. An appeal shall stay all proceedings in furtherance of the appealed action. A suspension or revocation pursuant to Section [____(*9)(b)] is not subject to appeal.

COMMENT: Some appeal right should be provided to ensure due process and to permit the City or County to correct any errors that may occur in the administrative process. How many levels of appeal to permit, which officer or body should hear the appeal, what officer should receive the notice of appeal, the time limits to set, etc. are local policy questions. If the ordinance is adopted as an amendment to a broader licensing ordinance, appeal provisions with all the necessary details will very likely be provided by existing ordinances. Local governments would do well to trigger the 90-day statute of limitations for legal challenges by complying with the notice requirements of Code of Civil Procedure 1094.6(f) in making and giving notice of determinations under this ordinance.

Sec. [____ (*10)]. ADMINISTRATIVE FINE.

(a) GROUNDS FOR FINE. If the Department finds, based on substantial evidence, that any unlicensed Person, including a Person named on a revoked or suspended license, has engaged in Tobacco Retailing in violation of Section [____(*2)] of this [article / chapter], the Department shall fine that Person as follows:

1. a fine not exceeding one hundred dollars ($100) for a first violation in any twelve-month (12) period; or

2. a fine not exceeding two hundred dollars ($200) for a second violation in any twelve-month (12) period; or

3. a fine not exceeding five hundred dollars ($500) for a third or subsequent violation in any twelve-month (12) period.

Each day that such a Person engages in Tobacco Retailing shall constitute a separate violation.

COMMENT: This provision provides a mandatory remedy against a Tobacco Retailer who sells Tobacco Products without a license or with a suspended license. Selling without a license or with a suspended license may be the most serious violation of the ordinance, as it undermines the entire licensing scheme. It may be possible to pursue these violators through criminal prosecution under the criminal penalty section set out below in Section (*11). Again, if the retailer is selling Tobacco Products to a *minor*, the City or County may still choose to rely on other tools, such as criminal prosecution under Penal Code section 308, enforcement of the Stop Tobacco Access to Kids Enforcement Act ("STAKE Act," Bus. & Prof. Code § 22950-22962). Higher or lower fines may be provided as a matter of local policy, although fines cannot be so high as to be confiscatory or to violate the Eighth Amendment prohibition on "excessive fines and forfeitures." Note that if in Section (*11)(b), the City or County chooses to allow the prosecution of violations as infractions, the fines imposed in this section can not be greater than the maximum fine for an infraction. Cal. Gov. Code § 53069.4. This model incorporates the current maximum limits. See Cal. Gov. Code § 25132. The

last sentence of this section commonly appears in City and County codes and may be unnecessary.

(b) NOTICE OF VIOLATION. A notice of violation and of intent to impose a fine shall be personally served on, or sent by certified mail to, the Person or Persons subject to the fine. The notice shall state the basis of the Department's determinations and include an advisement of the right to request a hearing to contest the fine. Any request for a hearing must be in writing and must be received by the Department within ten (10) calendar days of personal service of the notice on the Person or Persons subject to a fine or within fifteen (15) calendar days if the Person or Persons subject to a fine are served by mail.

(c) IMPOSITION OF FINE. If no request for a hearing is timely received, the Department's determination on the violation and the imposition of a fine shall be final and payment shall be made within thirty (30) calendar days of written demand made in the manner specified above for a notice of violation. If the fine is not paid within that time, the fine may be collected, along with interest at the legal rate, in any manner provided by law. In the event that a judicial action is necessary to compel payment of the fine and accumulated interest, the Person or Persons subject to the fine shall also be liable for the costs of the suit and attorney's fees incurred by the [City / County] in collecting the fine.

(d) NOTICE OF HEARING. If a hearing is requested pursuant to subsection (b) of this section, the Department shall provide written notice, within forty-five (45) calendar days of its receipt of the hearing request, to the Person or Persons subject to a fine of the date, time, and place of the hearing in the manner specified above for a notice of violation.

(e) HEARING DECISION. The hearing officer shall render a written decision and findings within twenty (20) working days of the hearing. Copies of the decision and findings shall be provided to the Person or Persons subject to a fine in the manner specified above for a notice of violation.

(f) FINALITY OF THE HEARING OFFICER'S DECISION. The decision of the hearing officer shall be the final decision of the [City / County].

(g) APPEAL TO SUPERIOR COURT OF LIMITED JURISDICTION. Notwithstanding the provisions of section 1094.5 or section 1094.6 of the Code of Civil Procedure, within twenty (20) days after personal service of the hearing officer's decision and findings, or within twenty-five (25) days if served by mail, any Person subject to a fine may seek review of the hearing officer's decision and findings by the superior court of limited jurisdiction. A copy of the notice of appeal to the superior court shall be timely served in person or by first-class mail upon the Department by the contestant. The appeal shall be heard de novo, except that the contents of the Department's file in the case shall be received in evidence. A copy of the records of the Department of the notices of the violation and of the hearing officer's decision and findings shall be admitted into evidence as prima facie evidence of the facts stated therein.

COMMENT: As discussed below, cities and counties have the power to impose fines administratively only if the ordinance ex-

pressly provides for effective judicial review. As an alternative to subsection (g), a City or County may choose to simply authorize a writ of administrative mandamus under Code of Civil Procedure sections 1094.5 and 1094.6. The language provided in subsection (g) is intended to shorten the time in which to seek judicial review and to specify other procedural details and is substantially similar to Gov't Code Section 63069.4(b)(1).

(h) FAILURE TO PAY FINE. If no timely notice of appeal to the superior court is filed, or the Department is not timely served with a copy of a notice of appeal, the hearing officer's decision and findings shall be deemed confirmed and the fine shall be collected pursuant to subsection (c) of this Section.

COMMENT: Cities and counties have the power to impose fines administratively in addition to civil actions for injunction or nuisance abatement and criminal prosecutions for violations of the Code. To do so, however, it is necessary to satisfy the requirements of *McHugh v. Santa Monica Rent Control Board*, 49 Cal. 3d 348 (1989), which the procedures spelled out in this section are designed to do. This language of this section is substantially similar to the provisions of Gov't Code Sections 53069.4(c) and (d).

Sec. [____ (*11)]. ENFORCEMENT. The remedies provided by this [article / chapter] are cumulative and in addition to any other remedies available at law or in equity.

COMMENT: The following section is designed to offer a variety of options to the drafter and to the enforcing agency. Drafters may choose to include some or all of these options. Once the ordinance is enacted, the enforcing agency will have the discretion to choose which enforcement tools to use. As a practical matter, these enforcement options would not be applied simultaneously. Additional comment regarding considerations about the choice of remedy appears above with respect to administrative fines.

(a) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.

COMMENT: This is standard language that is typically included in a City or County Code and may be omitted if duplicative of existing Code provisions.

(b) In addition to the administrative enforcement procedures provided by Section [____ (*9)] of this [article / chapter] violations of this ordinance may, in the discretion of the [City / County] Prosecutor, be prosecuted as [infractions / misdemeanors].

COMMENT: This is standard language to provide for criminal enforcement of the ordinance. This model presents two choices: (1) enforcement under the code section for an infraction (like a parking ticket); and (2) enforcement under the code section for a misdemeanor (like vandalism). Other possibilities exist. For instance, the ordinance could be enforced under the code section for the City's or County's "wobbler" ordinance, which gives the

prosecutor discretion whether to charge a particular violation as an infraction or a misdemeanor. Or it could be enforced using a sliding scale that provides for infraction enforcement in most cases, with misdemeanor enforcement against repeat violators. Fines and other criminal penalties are established by the Penal Code and are typically reflected in the general punishments provision of a local code. Note that if violations are defined as infractions, the fines imposed under Section (*10)(a) cannot exceed the relatively low penalties authorized by the Penal Code for infractions. Accordingly, it may be preferable to define these violations as misdemeanors and rely on a "wobbler" ordinance to authorize prosecution as an infraction in appropriate cases.

(c) Violations of this ordinance are hereby declared to be public nuisances.

COMMENT: By expressly stating that violations are public nuisances, this provision allows enforcement of the ordinance via the administrative nuisance abatement procedures commonly found in municipal codes. In addition, together with the provision for injunctive relief below, this provision authorizes a civil public nuisance action as an enforcement device.

(d) Violations of this ordinance are hereby declared to be unfair business practices and are presumed to at least nominally damage each and every resident of the community in which the business operates.

COMMENT: This express statement serves to emphasize the fact that a violation of this ordinance can be enforced using Business & Professions Code section 17200.

(e) In addition to other remedies provided by this [article / chapter] or by other law, any violation of this ordinance may be remedied by a civil action brought by the [City Attorney / County Counsel], including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

COMMENT: It is common to provide that the local government's lawyers may go to court to seek injunctions and other penalties in addition to fines. The express provision for injunctive relief lowers the showing required to obtain a preliminary or permanent injunction as described in *IT Corp. v. County of Imperial*, 35 Cal. 3d 63 (1983).

Think carefully about the nuisance abatement procedure you choose. A local government may provide for treble damages for the second or subsequent nuisance abatement judgment within a two-year period, as long as the ordinance is enacted pursuant to Government Code section 38773.5. Treble damages are not available, however, under the alternative nuisance abatement procedures in Government Code section 38773.1 and Health & Safety Code section 17980. Government Code section 38773.5 (authorizing treble damages) establishes a procedure for nuisance abatement where the cost of the abatement can be collected via the property tax roll as a special assessment against the property on which the violation occurs.

(f) Any Person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future such violations or to recover such actual damages as he or she may prove.

> **COMMENT:** In addition to the remedies provided above, local governments may wish to provide for enforcement by private parties. If so, the right of private action must be expressly provided. Note that injunctions are issued only by the Superior Court of unlimited jurisdiction and, practically speaking, require an attorney. The language in this section providing who may bring an action tracks the language of California Business & Professions code section 17200 and is intended to allow almost anyone to act as a private enforcement officer.

PUBLIC HEALTH INSTITUTE

Technical Assistance Legal Center

Model California Ordinance Requiring a Tobacco Retailer License (May 2002)

Summary

SECTION I. FINDINGS.

The model ordinance contains facts and statistics supporting the need for a local licensing ordinance, such as the amount of tobacco products sold to minors and the rate of those sales. Existing state and local laws relating to youth tobacco use are also chronicled, as is the government's interest in promoting compliance with laws regulating youth access to tobacco.

SECTION II. SEVERABILITY.

This section contains standard language providing that if any part of the ordinance is held to be invalid or unenforceable, the remaining portion shall not be affected.

SECTION III. MAIN ORDINANCE PROVISIONS.

(*1) **Definitions:** defines key terms in the ordinance, such as "tobacco retailer."

(*2) **Requirement for a Tobacco Retailer License:** requires a license for each location where tobacco is sold and forbids tobacco sales except at fixed locations.

(*3) **Application Procedure:** specifies information necessary for the license application, such as the name and address of the applicant.

(*4) **Issuance of License:** requires issuance of a license unless 1) the application is incomplete or inaccurate; 2) the person or location is already suspended from tobacco retailing; or 3) tobacco retailing is not allowed at the location because of other laws such as zoning regulations.

(*5) **Display of License:** requires the license to be prominently displayed at the location where tobacco retailing occurs.

(*6) **Fees for License:** establishes that the fee for a tobacco retailer's license shall be set by resolution of the City Council or Board of Supervisors and that the fee shall no more than recover the cost of administering and monitory the licensing program. Note that the cost of enforcing the ordinance (e.g., enforcing local and state tobacco laws) can be included in the fee.

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(*7) **License Nontransferable:** a tobacco retailers' license is nontransferable. If a person changes business locations, that person must apply for a new license.

(*8) **License Violation:** establishes the minimum standards of behavior for licensed retailers and designates what agency will enforce these standards. The bare minimum requirement is that the retailer comply with existing tobacco laws but additional requirements may be added such as a self-service display ban or a minimum age for clerks who sell tobacco. Establishes what agency will conduct compliance checks and how often the checks should occur.

(*9) **Suspension or Revocation of License:** the license may be suspended or revoked if:

- the license was issued by mistake;
- the renewal fee is not paid; or
- the retailer has committed a License Violation (see previous section).

The consequences of a License Violation are:

- a 30-day suspension for a first violation;
- a 90-day suspension for the second violation within five years;
- a one-year suspension for a third violation within five years; and
- permanent license revocation for a fourth violation within five years.

(*10) **Administrative Fine:** provides fines for selling tobacco products without a license or with a suspended or revoked license:

- up to $100 for a first violation in a year;
- up to $200 for a second violation in a year; and
- up to $500 for a third or subsequent violation in a year.

Establishes procedures to notify violators of the fine, the right to request a hearing, and for an appeal.

(*11) **Enforcement:** provides for enforcement of ordinance violations as infractions or misdemeanors; declares violations of the ordinance to be public nuisances (permitting the retailer to be closed if necessary); declares a violation of the ordinance to be an unfair and unlawful business act or practice (expressly allowing civil actions for injunctive relief to prevent further violations); and provides for enforcement of the ordinance by private parties.

Date: December 20, 2004

To: Honorable City Council

From: Yvonne DeHaan, Code Enforcement Program Manager

Subject: Property Maintenance Ordinance Presentation

Staff Recommendation

The City Council use the information presented to provide staff specific direction in order to prepare an ordinance that will best meet the needs of the Council and the City.

Background

When the city incorporated, we adopted a majority of the codes in use by the County of Sacramento. After using these codes for a more than a year, we find that there are still areas of concern that do not seem to be sufficiently addressed. The most common of these involve the maintenance of commercial properties, vacant lots and poorly maintained residences that affect the property value of the area. Developing a clear and concise ordinance describing the minimum standards of our community will be a key tool in changing the way the city looks and feels about itself.

Analysis

The key element of this presentation will be a series of photos indicating different levels of property maintenance. Provided with it will be a checklist to assist you in determining the specifics you want in your ordinance. In considering the categories to present, IN-SHAPE staff drove through the city gathering examples of what we felt looked "Nice", "Bad" and a lot of "In-Between". Certain characteristics were identified that contributed to the above conditions. Additional research was also done regarding property maintenance ordinances in other jurisdictions. Codes from more than 15 other cities, in 6 different states were examined in order to offer a wider choice of categories. Attached to this document are key parts of some of the ordinances researched. Sections in bold type are examples of ideas or wording we may want to consider.

The most commonly addressed concern found in other jurisdictions was the maintenance of fencing and landscaping. One quick glance down a street will often tell someone if they want to live here or not, with yards and fencing being the most visually compelling evidence. While the existence of a fence is not required on single family homes, the working premise of a property maintenance ordinance is: If you are going to have it, you must take care of it.

The same rule was applied to landscaping. Some jurisdictions allow options other than the basic lawn/shrubbery combinations, but still require diligent care. All jurisdictions indicated that vacant properties must be maintained, but the standards were varied and somewhat less specific. There are also situations less visible, but still affecting the quality of life that should be considered, such as whether running and registered cars can be stored in back yards (and whether or not public visibility affects this decision) and whether sheds and other accessory structures that are often partly visible should be regulated.

One of the most troublesome concerns we are experiencing here are commercial properties that are poorly maintained. Broken or missing signs, exteriors that need paint or repair, parking lots that border on unsafe – the type of blight that hurts everyone including the businesses themselves. While few other ordinances specifically pointed this out as a concern, they all contained wording addressing the exterior of buildings. This is an area where we need to be very specific about what we will demand from the business community.

There are other less predominant areas of concern that should be included in the discussion. These are all questions or concepts that have come to the attention of code enforcement over the last year, although none were demanding enough to be brought forward individually. These include whether trash cans should be visible from the front of a home, setbacks for oversized RV's, the composition and condition of windows, and occupancy limits. There are even the occasional odd instances that come up very seldom – such as portable toilets at sites not currently experiencing construction, laundry being hung in public view, or commercial dumpsters on residential lots – that might be included in a list of items to consider as the ordinance is being prepared.

Conclusion:

Many options are being offered to help design an ordinance that will successfully assist us in improving the feel and image of our city. A basic ordinance, addressing the obvious, such as broken fences, cracked and peeling exteriors and poor landscaping, will be a strong tool for enforcement purposes, but may stop short of changing public perception. Additional regulations about landscaping, accessory structures, storage of recreational equipment and vehicles, etc., will allow us to paint a broader picture, but may also require dedicated efforts to educate and encourage the community so they can fully appreciate the possibilities of your vision.

The City of Rancho Cordova is striving to improve our image. Giving a clear signal to the public about what we want people to see (and not see) when they come here will make it easier for everyone to take part in helping the city achieve its potential.

Recommended Action:

Provide staff with clear direction on the nature and scope of a Property Maintenance Ordinance.

SAVANNAH, GA

Property Maintenance Ordinance

The Property Maintenance Ordinance explains how buildings and yards must be kept. It is important for the health, safety, and appearance of the community that all properties be kept clean and well maintained.

All owners or occupants of property in the City are responsible for keeping their premises clean.

Premises: **Yards and shrubs must be properly cut. This includes front, side, and rear yards and porches;areas underneath houses or any accessory building; and that portion of the sidewalks, grass-strips, streets, and lanes next to their property**. All of the premises must be kept clean and free of litter, debris, garbage or animal waste.

Owners and occupants must acquire a garbage container from the City of Savannah Sanitation Department. There is a one-time charge for the container.

Trash: All trash (such as glass, paper, dust, leaves, yard clippings, straw, wood, and metal) should be put into a garbage container for pickup by the Sanitation Department. The only exception to this requirement are small tree branches, or other small items that are not easily containerized.

Fallen trees or tree limbs are not allowed anywhere on public or private property.

Objects such as junk materials, machinery, and equipment, appliances, or other household items, building materials, or piles of dirt are not allowed on front yards or front porches. Such objects are also not allowed on side or rear yards or on side or rear porches if they can be seen from the street or lane. All such materials must be kept covered or enclosed in a shed.

Grass and Weeds: These are considered overgrown when they reach 10 inches in height and must be cut. Shrubbery and other vegetation should be kept neatly trimmed.

Owners must keep their vacant lots cut and free of litter and debris. A vacant lot is the same as a front yard; therefore, vehicles can not be parked on a vacant lot.

Storage Buildings: These are not allowed on the front yard. They are permitted on rear and side yards only and must be kept in good repair, Dilapidated storage buildings are not allowed anywhere.

Vehicles, Boats, Trailers: These objects must not be placed on the front yard except on an established driveway or parallel and within 5 feet of an established driveway. Vehicles, boats, or trailers in good condition may be placed on the side or rear yard.

A derelict vehicle left on public property will be towed after 10 days. A derelict vehicle left on private property will be towed after 30 days. An abandoned vehicle left on public property will be towed after five days. An abandoned vehicle left on private property will be towed after 30 days.

Derelict vehicles, boats, trailers, or parts are not allowed anywhere except in an enclosed accessory building.

Fences: All fences must be constructed or repaired using materials specifically designed for fence construction. Tin or plastic roofing material and doors are not allowed.

Rats: Rats are attracted by trash piles, open garbage, unkempt vegetation, and derelict vehicles. Do not pile coal, wood, etc. near or against walls. Keep stored materials (firewood, building materials) up 12 to 18 inches off the ground on cement blocks.

ASHLAND, WISC

EXTERIOR PROPERTY AREAS.

(1) SANITATION. All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, garbage, discarded construction materials or feces. **All furniture, furnishings, appliances and household goods shall be stored within a completely enclosed structure or properly disposed of within 7 days, unless such furniture, furnishings, appliances and household goods are designed for outdoor use.**

(2) GRADING AND DRAINAGE. All premises shall be properly graded and maintained so as to divert water away from buildings and to prevent the accumulation of stagnant water on or within any building or structure located thereon. No owner or agent may alter the existing drainage in such a way as to cause or create drainage problems on adjoining properties.

(3) VEGETATION. General requirements- Except as provided in par.(c) below, the owner or occupant of any lot or parcel in the City which is 5 acres or less in area shall install and maintain landscaping, plantings and other decorative surface treatments, including turf grass, so as to present an attractive appearance in all court and yard areas in accordance with generally accepted landscaping practices**. Lawns shall be maintained to a height not to exceed 10 inches**. Plantings shall be maintained so as not to present hazards to adjoining properties or to persons or vehicles traveling on public ways and shall be maintained so as to enhance the appearance and value of the property on which located and thereby the appearance and value of the neighborhood and the City.

Natural Lawn Exception- Any owner or occupant of a lot or parcel of less than 5 acres desiring a natural lawn may register for a natural lawn permit from the City Community Development Office provided that such plantings meet the requirements of this subsection. Failure to meet these requirements will cause such permit to be revoked and the vegetation will be deemed a nuisance which shall be abated within 7 days of receipt of the written notice. Such permits shall be valid for a period not to exceed 2 years at which time a new application shall be submitted.

a. Maintenance of setbacks and drainage swales- A 10 foot setback on any street frontage and a 5 foot side and rear yard setback of all natural lawns shall be maintained in accordance with the General Requirements. Adjacent neighbors may agree to waive setbacks for encroachment on setbacks outside drainage swales; such waivers shall be in writing and filed with the Community Development office.

b. Weeds and plants prohibited- The owners and occupants of all approved natural lawns shall destroy all of the following weeds and plants and shall not allow such weeds and plants to grow to a height greater than 10 inches:
1. Canada thistle and all other thistle varieties
2. Leafy spurge
3. Field bindweed
4. Purple loostrife
5. Multiflora rose
6. Burdock
7. Ragweed
8. Garlic mustard
9. All weeds enumerated in Sec. 66.955 and 66.96, Wis. Stats.
10. Turf grass, except in setback areas and designated paths.

(4) LANDSCAPING AND GROUND COVER. **All exterior property areas shall be seeded with a common species of grass, sodded or improved with some form of landscaping or plantings. The exterior property areas shall be maintained to present an attractive appearance and to prevent soil erosion into adjacent storm sewers, sidewalks, driveways or streets.** Plantings shall be maintained so as to prevent hazards to persons on adjoining properties and to persons and vehicles on public ways.

(5) INSECT AND RODENT HARBORAGE. The owner shall be responsible for extermination of insects, rodents vermin or other pests in all exterior areas of the owner's premises, except that a nonowner occupant shall be responsible for such extermination in the exterior areas of a single-family dwelling. Whenever infestation exists in shared or public parts of structures and premises, other than a single-family dwelling, extermination shall be the responsibility of the owner.

(6) ANIMALS AND ANIMAL PENS- All animal pens, runs, exercise areas, fenced areas, houses, structures and enclosures shall be kept clean, sanitary, free from odor and excrement, insects and other unsightly or objectionable matter which constitutes a public nuisance or is otherwise detrimental to the public health, safety, or welfare. No animals shall be regularly chained or kept in the front yard, or in the case of a corner lot, along the side yard adjacent to the abutting street which cause the destruction of the surrounding vegetation or allows the animal to approach to within 20' of the City right-of-way unless fully contained within an approved fence.

(7) ACCESSORY STRUCTURES. All accessory structures, including detached garages, carports, awnings, patio covers, sheds, storage buildings, benches, tree forts, playhouses, fences and other accessory structures, shall be maintained by the owner in structurally sound condition and in good repair. All accessory structures shall be protected from the elements by periodic painting, staining or other waterproofing or surface protection and shall be designed, constructed and

placed so as to not create a safety hazard or an aesthetic nuisance to adjoining properties and the City.

(8) MISCELLANEOUS STORAGE- Firewood, building and construction materials, trampolines, accumulations of yard toys, inoperable bicycles and other similar items may not be stored or kept in any front yard, or in the case of a corner lot, along the side yard adjacent to the abutting street.

(9) DUMPING AND LITTERING- Dumping of any residential or commercial garbage, rubbish, furniture or furnishings, brush, junk, stone, construction materials, appliances, grease, solvents, petroleum products, vehicle and vehicle parts, in any place and in any manner is prohibited unless such dumping is within an approved landfill or recycling center.

(10) FILL MATERIAL- Any clean fill placed on private property, and any ditching or excavating shall not affect existing drainage patterns of adjoining property without the written consent of the adjoining property owner. Any fill in excess of 50 yards shall have the written approval of the Public Works Director or his/her representative through the issuance of a fill permit.

(11) SNOW REMOVAL AND STORAGE- It shall be unlawful to throw or plow any snow onto adjacent properties without the written consent of the adjoining property owner. Snow may not be piled or stored in such a way as to create runoff or drainage problems for adjacent properties. Snow may not be stored in such a way as to create safety hazards for motorists or pedestrians. It shall be the responsibility of the property owner to remove any accumulation of snow within 48 hours, on all sidewalks adjacent to their property, which are regularly used by pedestrians.

GLENDALE, AZ

Sec. 25-20. Property maintenance.

(a) *General.* All exterior property including yards, ground covers, trees, shrubs or other landscaping; and any exterior surfaces of any buildings or structures including but not limited to fences, walls, or roofs, or appurtenances including but not limited to windows, window frames, window screens, doors, door frames, canopies, awnings, cornices, porches, stairways, railings or similar items shall be properly maintained and shall not otherwise present a blighted or deteriorated appearance.

(b) *Exterior windows, doors, and screens.* All exterior doors, door frames, windows and window frames shall be maintained in sound condition, securely fit in their frames, be substantially weather tight and shall not otherwise present a deteriorated or blighted appearance. **Window screens, if present, shall be free from excessive tears or holes or bent or broken frames.** Boarded window or door openings on an occupied structure are prohibited.

(c) *Fences, screen walls, and retaining walls.* All fences, screen walls and retaining walls on the property shall be maintained in a safe and structurally sound condition; and shall not otherwise present a deteriorated or blighted appearance**. This includes but is not limited to leaning or damaged fences, fences missing slats or blocks or any other materials that are otherwise broken or damaged in such amounts as to present a deteriorated or blighted appearance. All materials shall be uniform, compatible, and consistent with the design thereof.**

(d) *Landscaping.* **All property shall be free from any conditions that contribute to visual blight including but not limited to dirt yards, vegetation of any kind that is substantially dead or damaged or characterized by uncontrolled growth or lack of maintenance or any similar conditions.** Ground cover consisting of crushed rock, gravel or similar materials shall be one quarter (1/4) inch or larger in size and be maintained at a sufficient depth that covers all exposed areas of dirt.

(e) *Protective treatment.* All exterior wood surfaces exposed to weather, except decay resistant woods, shall be protected with paint or other protective covering.

(f) *Painted surfaces.* All exterior painted surfaces shall be maintained in sound condition. **Painted surfaces that represent a blighted or deteriorated appearance including but not limited to excessive peeling, flaking, chipping, or cracking shall be eliminated and surfaces repainted.**

(g) *Roofs and roof coverings.* Roofs and all appurtenances shall be structurally sound and maintained in a safe condition. Roof coverings shall be substantially

free from broken, rotted, split or curled materials and shall not otherwise present a deteriorated or blighted appearance. All materials shall be uniform, compatible and consistent with the design thereof.

Sec. 25-21. Land maintenance.

The following acts, omissions, conditions, and things in or upon any land, building or structure in the city constitute public nuisances, the existence which are hereby prohibited and declared to be unlawful:

(a) No person shall place any personal property, materials, goods, wares, merchandise or similar items of any kind in or upon any public street, sidewalk, alleyway or rights-of-way. Items placed by or approved by the city are exempt from this subsection.

(b) No person shall attach or place any sign, placard, poster, banner or any other advertising device to any tree, public utility structure, traffic control device, streetlight standard, or any other device upon the public streets, alleyways, sidewalks or rights-of-way. Signs, banners or other devices approved by the city are exempt from this subsection.

(c) No person shall place, deposit or leave in or upon any public street, alleyway, sidewalk, rights-of-way, park or other city building or property any bottles, glass, cans, graffiti, handbills, posters, pieces of scrap metal, metal articles, paper or other material or items, except in proper containers for collection.

(d) No owner or occupant of any property shall allow or permit any trees, shrubs, or other plant growth on the property to impede, obstruct or interfere with the free passage upon any public street, sidewalk, or alleyway; or obstruct the visibility of drivers; or interfere with any traffic control device; or signs or street lighting. Tree limbs must be maintained to hang no lower than twelve (12) feet above any public street or alleyway and seven (7) feet above any public sidewalk. Trees below seven (7) feet, shrubs or other plant growth must be maintained one (1) foot from any public sidewalk.

(e) No person shall allow the accumulation of items such as but not limited to bottles, glass, cans, pieces of scrap wood, metal, metal articles, paper, plastic, boxes, tires, vehicle parts or other such materials or items in unsheltered areas of private property.

(f) No person shall place and/or store furniture, except furniture designed and placed for outdoor use, household equipment, appliances, construction or landscape material, cardboard material, plastic material, debris or any similar materials in a location that is visible to a person standing upon any public street or sidewalk.

(g) No person owning or occupying any property fronting on any street, alleyway, or public place in the city including the area between the property line of such property and the street shall allow thereon grass or weeds to exceed a height over six (6) inches when such conditions create a blighting condition or may harbor infestations or are likely to become a hazard to the public health or safety.

(h) No person owning any vacant building or vacant property within the city shall allow thereon grass or weeds to exceed a height over six (6) inches or allow the accumulation of discarded construction materials, construction waste, trash or any other debris when such conditions create a blighting condition, or may harbor infestations or are likely to become a hazard to the public health or safety.

(i) No person shall place any waste materials, trash, weeds, or other accumulation of debris upon any public or private property not owned or under the control of such person, other than placement of refuse for collection in accordance with chapter 18, article III of the Code of the City of Glendale.

(j) The storage of construction materials in unsheltered areas of the yard in which insects may breed or multiply or which provides harborage for rodents or which constitutes a hazard to the public health or safety is prohibited. This paragraph shall not apply to any construction material when a valid building permit exists for the property on which the construction material is located and the construction material is intended to be incorporated in the project for which the permit is issued.

(k) No person shall allow any palm tree to have an excessive accumulation of dead or dry fronds that descend downward from the base of the lowest living frond more than four (4) feet or dry fronds longer than four (4) feet and closer than seven (7) feet to the ground that may result in insect or other infestations or result in other conditions that adversely affect the public health or safety.

(l) Any person owning any vacant property that has been subject to illegal dumping on more than three (3) occasions within a twelve (12) month period must effectively secure the area where the illegal dumping has occurred and place "no dumping" signs. Methods such as, but not limited to permanent fencing, ditch and/or berm or four (4) foot posts at four (4) foot intervals may be used to secure the area where the illegal dumping has occurred.

(1) All required signage must be a minimum of twelve by eighteen (12 (18) inches in size with two-three (2-3) inch lettering mounted on durable grade vinyl, aluminum, fiberglass or similar substrate. The signage must be mounted on a steel support post a minimum of one and one-half (1-1/2) inch diameter and the support must be placed a minimum of eighteen (18) inches in ground. Metal fasteners must be used to anchor the signage to the support post.

(2) If the owner fails or refuses to effectively secure the area where the illegal dumping has occurred and/or place no dumping signs, the city may, at the expense of the owner, complete the work by contract and the owner shall be liable for all costs incurred.
(Ord. No. 1325, § 1(13-2), 12-4-84; Ord. No. 2186, § 6, 2-27-01)
Editor's note: Prior to amendment by Ord. No. 2186, § 6, 2-27-01, § 25-21 concerned definitions of nuisances, as derived from Ord. No. 1325, § 1(13-2), 12-4-84.

Sec. 25-22. Vehicles.

(a) No person shall park or permit to be parked any vehicle for the purpose of sale upon any property or vacant property except where the sale of a vehicle is customary and incidental to the principal use of the property and in accordance with the Glendale zoning ordinance, article 5. Zoning district regulations. A violation of this paragraph shall constitute a misdemeanor punishable by a fine of not less than fifty dollars ($50.00).

(1) The display of one (1) vehicle for sale is permitted at a residence when the vehicle is titled to the owner or occupant of the property, is parked on an improved parking surface on the property and is not being sold in connection with an automobile sales business.

(2) No more than three (3) vehicles may be displayed for sale at the same residence within a twelve (12) month period and only one (1) vehicle shall be displayed for sale at one (1) time.

(b) No person shall park or permit to be parked any vehicle, including but not limited to semi-tractors, semi-tractor trailers, or limousines on any property or vacant property except where the parking of such vehicles is customary and incidental to the principal use of the property and in accordance with the Glendale zoning ordinance, article 5, zoning district regulations. A violation of this paragraph shall constitute a misdemeanor punishable by a fine of not less than fifty dollars ($50.00).

(c) Vehicle covers placed on any vehicle that is visible from any public street or sidewalk must be properly maintained and made exclusively for covering vehicles. A proper cover does not include bed linen, paper, cardboard, plastic sheeting, tarps or any other item or material not manufactured specifically as a vehicle cover. The use of a vehicle cover on any abandoned or inoperable vehicle as defined in section 25-1 is limited to a vehicle that is stored in a carport.

(d) The unsheltered storage of any abandoned or inoperable vehicle, including any vehicle being repaired or restored, that is visible from any public street or sidewalk for a period of fifteen (15) days or more is prohibited except where the storage, repair or restoration is customary and incidental to the principal use of

the property and in accordance with the Glendale zoning ordinance, article 5, zoning district regulations.

(e) An abandoned or inoperable vehicle, including any vehicle being repaired or restored, may be stored in a carport if the vehicle is covered with a properly maintained vehicle cover made exclusively for covering vehicles as described in section 25-22(c).

(f) Within any residential zoned district any vehicle undergoing repair must be titled to the owner or occupant of the property and not more than three (3) such fifteen (15) day repairs shall be permitted in any twelve (12) month period.

(g) Within any residential zoned district no person shall park or store any vehicle such as but not limited to watercraft, camper shell, truck camper, or utility trailer in any portion of the side yard unless screened from the street or the surface area is improved with gravel, concrete, asphalt or paving bricks.

(h) No person shall leave, place or park any abandoned vehicle or inoperable vehicle upon any public street, alleyway, parking lot or other city property.

AGOURA HILLS, CA

5605. Substandard property.

The existence or maintenance of substandard property is prohibited, unlawful and constitutes a public nuisance. Any one (1) or more of the following conditions shall constitute substandard property.

(1) Substandard buildings;

(2) Unpainted buildings causing dry rot, warping and termite infestation;

(3) Broken, missing or inoperable windows or doors;

(4) Overgrown vegetation which is detrimental to public health, safety or welfare or which detracts from the appearance or property values of the immediate neighborhood. Overgrown vegetation is defined to include, without limitation:

a. Vegetation likely to harbor rats, vermin and/or pestilence.

b. Vegetation hanging over, or obstructing, public rights-of-way or creating a pedestrian or vehicular hazard in the use of public property.

c. Vegetation causing or adding to a fire hazard, including, without limitation, plants, hedges, shrubs or trees growing on or upon the roof of any structure, or within such close proximity of a roof structure or utility line so as to constitute a fire code violation.

(5) Dead vegetation which is detrimental to public health, safety or welfare. Dead vegetation shall mean, without limitation, decayed, diseased or hazardous vegetation, and shall include neglected, poorly watered or unwatered, or otherwise uncared for, trees, weeds, ground cover, shrubs, hedges, plants and other vegetation that cause or contribute to any one (1) of the following conditions:

a. A danger to public health, safety and welfare.

b. A detriment to nearby property, or the value thereof.

c. Causing or adding to a fire hazard.

d. The creation or promotion of dust or soil erosion.

e. Unattractive or unsightly appearance that is contrary to community standards as established by surrounding or nearby properties.

f. The absence of any vegetation where approved or required by the City of Agoura Hills.

(6) Trailers, campers, recreational vehicles, boats and other related apparatus placed or stored in an area that is visible from a public street;

(7) Trailers, campers, recreational vehicles, trucks, and boats that exceed six (6) feet in height and that are parked for more than forty-eight (48) hours within five (5) feet of any side property line.

(8) Inoperable or abandoned motor vehicles or parts thereof placed or stored in an area that is visible from a public street;

(9) Abandoned, broken, discarded, or neglected equipment, machinery or furniture placed or stored for a period of more than forty-eight (48) hours in an area that is visible from a public street;

(10) Clothesline in front yard areas;

(11) Garbage cans placed or stored in front or side yards and visible from a public street except when placed in places of collection at the times permitted;

(12) Packing boxes, paper products or other debris placed, accumulated, or stored in yard areas visible from a public street or adjacent private property;

(13) Maintenance of premises in such condition as to be detrimental to the public health, safety or welfare or in such manner as to constitute a public nuisance as defined by Civil Code Section 3480.

(14) Property, including, but not limited to, building exteriors which are visible from a public right-of-way or adjacent private property and maintained in such condition as to become so defective, unsightly, or in such condition of deterioration or disrepair that the same detracts from the appearance of the immediate neighborhood. This includes, but is not limited to, the keeping or disposing of or the scattering over the property or premises of any of the following:

a. Lumber, junk, trash or debris;

b. Abandoned, discarded or unused objects of equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers;

c. Stagnant water, or excavations;

d. Any device, decoration, design, fence, structure, clothesline or vegetation which is unsightly by reason of its condition or its inappropriate location;

(15) Grading which does not meet the minimum standards set forth in the building code of the City of Agoura Hills or which is done in violation of this Code or any other city or state law regulating grading.

(16) Any other condition or activity on real property that violates any local, state or federal law or regulation, or that is contrary to any public agency approval, permit, or condition thereof.

(Ord. No. 03-318, § 1, 4-9-2003)

CITY OF LEMORE, CA

4-4-2: FINDINGS: The city council finds and determines as follows:

(This section is very nice overall!!)

A. The city has a history and reputation for well-kept properties, and property values and general welfare of the community are founded, in part, upon the appearance and maintenance of private property;

B. Owners and occupants of some properties within the city have permitted visual blight, including, but not limited to, deteriorated buildings, the accumulation of overgrown, rank and noxious vegetation and the accumulation of broken or discarded personal property in front yards;

C. The existence of such conditions as described in this chapter is injurious and inimical to the public health, safety and welfare of city residents and contributes to the deterioration of residential, commercial and industrial areas;

D. Abatement of these conditions is in the best interest of the health, safety and welfare of the citizens of the city because maximum use and enjoyment of properties in close proximity to one another depends upon a minimum standard of sightliness. The beneficial effects of maintaining a minimum standard of sightliness for properties in the city include, but are not limited to, appreciation of property values, physical improvements of residential, commercial and industrial zones, attraction of capital investors to residential, commercial and industrial zones, increase in commercial trade and industrial productivity and increase in the tax base of the city;

E. The abatement of such conditions will improve the general welfare, health, safety, and image of the city;

F. The abatement procedures set forth in this chapter are reasonable and afford due process to all affected persons;

G. The uses and abuses of property, as described in this chapter, reasonably relate to the proper exercise of police power to protect the health, safety and welfare of the public. (Ord. 9606, 5-21-1996)

4-4-3: **PROPERTY STANDARDS**: Unless expressly allowed by the zoning regulations, it is unlawful for any landowner or person leasing, occupying or having charge or possession of any real property in the city to keep, maintain, deposit or perform on such property any of the following and existence of any of the following is hereby declared a public nuisance:

A. Attractive nuisances dangerous to children and other persons, including, but not limited to, hazardous pools, ponds and excavations, and abandoned, broken or neglected household appliances, equipment and machinery, unless located behind a screened fence preventing access to the area.

B. Overgrown, dead, diseased, decaying or hazardous trees, shrubs, ground cover or weeds likely to harbor vermin, restrict or impede access to or public use of adjacent sidewalks and streets, obstruct traffic-control signs and devices and fire hydrants, pose a risk of physical injury to the public or constitute an unsightly appearance.

C. Used or damaged lumber, junk, trash, debris, scrap metal, concrete, sand, asphalt, cans, bottles, tires, salvage materials, boxes, containers, bins, and abandoned, discarded, inoperative or unusable furniture, stove, refrigerator, freezer, sink, toilet, cabinet or other household fixture, yard waste or equipment stored so as to be visible from a public street, alley or from an adjoining property for a period in excess of one week, except nothing herein shall preclude the placement of stacked firewood for use on the premises in the side or rear yards of the premises.

D. Any wall, fence, or hedge in such condition of deterioration or disrepair as to constitute a hazard to persons or property or cause depreciation in the value of any adjacent or nearby property.

E. Broken windows or doors constituting hazardous conditions and inviting trespassers or malicious mischief.

F. Buildings that are bearded up, partially destroyed, not properly secured or partially constructed or incomplete after the building permit authorizing its construction has expired.

G. Maintenance of the premises so out of harmony and conformity with the maintenance quality of adjacent or nearby properties as to cause substantial diminution in the enjoyment, use or property values of such adjacent or nearby properties.

H. Storage of automobile, motorcycle, boat or other watercraft, and trailer or parts thereof on residential properties within the front or side yard, unless parked on a paved driveway or screened from view by a minimum six foot (6') high solid fence.

I. Accumulate, store, abandon, dismantle, repair or otherwise locate inoperative trailer, camper, boat or other watercraft, motor vehicle or parts thereof on private property for a period in excess of fourteen (14) consecutive days, unless stored within an entirely enclosed garage or screened by a minimum six foot (6') high solid fence.

J. City-provided garbage cans or other trash receptacles stored within the front yard or on street, except when placed in locations of collection at times of collection, not extending more than twenty four (24) hours. Any other garbage cans or receptacles visible from the street.

K. Placement of satellite dish antennas over two feet (2') in diameter within the front or side yards abutting a street unless behind a solid fence of minimum six feet (6') high.

L. Fountains, pools and ponds unmaintained such that they harbor algae, bacteria or mosquitoes.

M. Cracked walkways or driveways if the cracks are such that weeds and growth come up through the cracks where an area is in overall poor condition.

N. Construction equipment and machinery and building supplies and materials stored in areas visible from public rights of way or neighboring properties unless part of an active and approved construction project.

O. Disposal of oil, gasoline, other petroleum products, noxious chemicals, pesticides, or other gaseous, liquid or solid wastes in such a manner as to constitute a health hazard or degrade the appearance of or detract from the aesthetic and property values of neighboring properties.

P. Buildings in disrepair with wall cracks in excess of one-fourth inch (1/4") width, leaking roofs, defective electric wiring or otherwise not in compliance with building codes to the extent it presents a dangerous situation or effect on property values. (Ord. 9606, 5-21-1996)

HUBER HEIGHTS, OHIO

(Very straightforward and down to earth!!)

PROPERTY MAINTENANCE

It is to everyone's benefit that properties in our city be maintained in accordance with the City's Property Maintenance Code, and any other ordinances that contribute to the safety and general well being of the residents, and the maintenance of property values.

No matter if you rent or own, this is where you live, this is where you are raising your children. Many of us have raised our kids in this city and plan to enjoy our retirement here. We can do this and enjoy a more secure lifestyle if we work together for better neighborhoods.

Huber Heights Property Code Requirements

- The exterior of a property and every structure on the property, including but not limited to; walls, roofs, cornices, chimneys, drains, towers, porches, windows, doors, awnings, and stairs, must be in good repair.
- All land shall be properly maintained with lawns, hedges, bushes, trees, and other vegetation to be trimmed and kept from becoming overgrown and unsightly where exposed to public view or such vegetation may constitute a blighting influence on adjoining property.
- **All property shall be maintained free from weeds or plant growth in excess of 8 inches.**
- All fences, retaining walls, or similar structures shall be constructed in a workmanlike manner and maintained in the same manner so that they are always in a state of good repair. All fences shall be treated periodically so as to retard deterioration including the painting of chain link fences.
- All accessory buildings shall be kept in good repair and not harbor rats, termites or other vermin.
- **Each building to which a street number has been assigned shall have the number displayed in a position easily observed and readable from the street.**

Safe and Decent Housing is Everyone's Responsibility

As a **PROPERTY OWNER**, you have certain obligations to meet. Protect your investments and the health of the occupants by maintaining your property in good repair.

1. Do all repairs in an approved manner, using proper materials in accordance with all applicable codes.
2. Maintain exterior structure free of broken glass, loose shingles, peeling paint, and crumbling stone or brick.
3. Maintain doors and windows, including storm doors and screen, in
4. Maintain driveways and walkways in a proper state of repair, free of hazardous conditions.
5. Maintain property free of rodents and roaches.

Maintain all yards or lots free of unsightly materials not appropriate to the area and debris that may cause a fire hazard or may act as a breeding place for vermin or insects.

As a **TENANT**, you also have responsibilities. Maintain your home in a neat and sanitary manner and contact the owner when repairs are needed.

1. Maintain dwelling in a clean and sanitary condition, free of conditions that might encourage rodent or cockroach infestations.
2. Properly dispose of garbage and rubbish in containers with lids.
3. Maintain yard in a neat and sanitary manner, free of litter, junk cars, and animal wastes.
4. Cut grass and trim shrubs maintaining landscaping on the lot.
5. Take care of pets. Don't allow them to run free or become a nuisance. Clean up waste daily.
6. Control trees, weeds, and other vegetation. Don't allow any plant or tree to overhang any public sidewalk by less than eight feet.
7. Don't place garbage or trash receptacles at the curb prior to 5:00 P.M. on the day preceding the pickup and all containers must be returned to their original storage place within 24 hours after the pickup.
8. Notify owner when repairs are needed and allow reasonable time to complete repairs before contacting officials.

General Thoughts on Property Maintenance

Raise your neighborhood to a higher standard of living. Become partners with your neighbors to make necessary improvements in your neighborhood.

We all have a vested interest in this city. We must work together to make and keep our city decent, clean and safe.

GWINNET COUNTY, GA

Property Maintenance Ordinance Summary

DIVISION 2 PROPERTY

Section 14-301 Fences and Walls

Fences and walls shall be maintained in a structurally sound condition and in good repair. Fences shall be free from loose or rotting materials and shall have braces and supports attached or fastened in accordance with common building practices.

Section 14-302 Grass, Weeds and Uncultivated Vegetation

Premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in excess of 12 inches in height.
Exceptions:
1. Property one (1) acre or greater in size;
2. Property zoned RA-200 (agriculture-residence district).

Section 14-303 Junk Vehicles

Junk vehicles shall not be kept, permitted, parked, stored or maintained on any premises or public street right-of-way.
Exceptions:
1. Junk vehicles, limited to a maximum of two (2), which are kept within a fully enclosed building on property in residential zoning districts provided the owner or occupant of the property is in the process of reconditioning the junk vehicles for personal use;
2. Junk vehicles which are kept on property in zoning districts authorized by the Zoning Resolution for repairing, reconditioning or remodeling junk vehicles and provided that such junk vehicles are not stored for the purpose of salvage of parts but is in the continual process of repair, reconditioning or remodeling;
3. Junk vehicles which are kept on property in zoning districts as authorized by the Zoning Resolution for a junk or salvage yard;
4. Junk vehicles which are kept on residentially zoned property five (5) acres or greater in size.

Section 14-304 Open or Outdoor Storage

The open or outdoor storage of appliances, building materials or rubbish, equipment, garbage, goods, glass, materials, merchandise, rubbish, trash or similar items shall not be permitted, maintained or stored on any premises for more than 24 hours.

Exceptions:
1. Property where outdoor storage is authorized by the Zoning Resolution;
2. Cut wood which is neatly stacked in lengths not to exceed 3 feet for the personal use of the owner or occupant;
3. Residentially zoned property five (5) acres or greater in size.

Section 14-305 Trees

1. Hazardous Trees
Dead, dying, damaged or diseased trees shall not be allowed to exist or to be maintained on any premises which are hazardous to persons on adjacent property or to adjacent property. A finding by a registered forester or certified arborist shall constitute prima-facie evidence that a tree is in danger of falling upon adjacent lots or public streets due to the death or impending death of the tree, or due to damage by weather conditions or due to disease infestation.
2. Tree Stumps
Tree stumps greater than 12 inches in height above ground level shall not be permitted or maintained on any premises for more than 30 days after the tree has been cut.
Exceptions:
a. Property covered by a valid land disturbing permit;
b. Property one (1) acre or greater in size;
c. Property zoned RA-200 (agriculture-residence district).
3. Tree Debris
Felled trees, slash, removed tree limbs, or other portions of any tree shall not be permitted or maintained on the ground on any premises for more than 30 days.
Exceptions:
a. Property covered by a valid land disturbing permit;
b. Cut wood which is neatly stacked in lengths not to exceed 3 feet;
c. Property one (1) acre or greater in size;
d. Property zoned RA-200 (agriculture-residence district).

Section 14-306 Swimming Pools

Stagnant water in swimming pools conducive to the breeding or harboring of mosquitoes or other insects shall not be permitted or maintained on any premises. A finding by a health official of the Gwinnett County Environmental Health Department shall constitute prima-facie evidence that stagnant water in a swimming pool is conducive to the breeding or harboring of mosquitoes or other insects.

DIVISION 3 BUILDINGS

Section 14-321 Exterior Surface Treatment

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches and trim shall be maintained in good repair. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints shall be maintained weather resistant and watertight.

Section 14-322 Exterior Walls

Exterior walls of buildings shall be maintained free from holes, breaks, loose or rotting materials; and shall be maintained weatherproof and properly surface coated as needed to prevent deterioration.

Section 14-323 Roofs

Roofs of buildings shall be maintained so that they are structurally sound and in a safe condition and have no defects which might admit rain or cause dampness in the interior portions of a building. All portions, additions or sections of a roof including, but not limited to, the fascia, eave, soffit, sheathing, rafter tail, barge rafter, vent screening, gutter, downspout, roof jack, lead or metal flashing, shall be complete with all trim strips, moldings, brackets, braces and supports attached or fastened in accordance with common building practices.

Section 14-324 Exterior Stairways, Decks, Porches and Balconies

Exterior stairways, decks, porches and balconies, and all appurtenances attached thereto, of buildings shall be maintained so that they are structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

Section 14-325 Windows

Windows of buildings shall be fully supplied and maintained with glass window panes or with a substitute approved by the director of the Department of Planning and Development, which are without open cracks or holes. Screens, if provided, shall be securely fastened to the window.

Section 14-326 Exterior Doors and Frames

Exterior doors of buildings shall be maintained so that they fit reasonably well within their frames so as to substantially prevent rain and wind from entering a building. Exterior door jambs, stops, headers and moldings shall be securely attached to the structure and maintained in good condition without splitting or

deterioration. Additionally, exterior doors shall be provided with proper hardware and maintained in proper working condition.

Section 14-327 Decorative Features

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

Added section restricting occupancy

• Residential Occupancy Limitations (Sections 14-341 through 14-347): Occupancy limits established as follows:
• Bedroom Area (Section 14-344):
1 occupant bedroom - 70 square feet
2 or more occupant bedrooms - 50 square feet per person
• Living Room Area (Table 4.5):
1 to 2 occupants - no requirement
3 to 5 occupants - 120 square feet
6 or more occupants - 150 square feet
• Dining Room Area (Table 4.5):
1 to 2 occupants - no requirement
3 to 5 occupants - 80 square feet
6 or more occupants - 100 square feet
• Kitchen Area (Table 4.5):
1 to 5 occupants - 50 square feet
6 or more occupants - 60 square feet

MAQUOKETA, IOWA

6-21-4 NUISANCES.

A failure to satisfy any one or more of the following provisions shall constitute a nuisance:

1. *General.* All structures, equipment and exterior property, whether occupied or vacant, shall be maintained in good repair and in structurally sound and sanitary condition as provided herein, so as not to cause or contribute to the creation of a blighted area or adversely affect the public health or safety.

2. *Rodents and vermin.* All structures, equipment and exterior property shall be kept free from rodent and vermin harborage and infestation. Where rodents and vermin are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent and vermin harborage and prevent re-infestation.

3. *Accessory structures.* All accessory structures, including, but not limited to, detached garages, fences, storage sheds, fences and walls shall be maintained in structurally sound condition and in good repair.

4. *Protective treatment.* All exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches and trim, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or application of other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.

5. *Foundation walls.* All foundation walls shall be maintained plumb and free from open cracks and breaks, and shall be kept in such condition so as to prevent the entry of rodents or vermin.

6. *Exterior walls.* All exterior walls shall be maintained plumb unless otherwise designed or engineered; free from cracks, holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

7. *Roofs and drainage.* All roofs and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters

and down spouts shall be maintained in good repair, with proper anchorage and free from obstructions.

8. *Stairways, decks, porches and balconies.* Every exterior stairway, deck, porch, or balcony, and all appurtenances thereto, shall be maintained in structurally sound condition, in good repair, and proper anchorage, and capable of supporting the imposed loads.

9. *Chimneys and towers.* All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained in structurally sound condition and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

10. *Handrails and guardrails.* Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads, and shall be maintained in good condition.

11. *Basement entrances.* Every basement hatchway or exterior basement entrance shall be maintained to prevent entry of rodents or vermin, and shall be maintained so as not to allow rain or surface drainage water to enter.

SAN JOSE, CA

17.72.520 State of Disrepair

Any building or structure that is in a state of disrepair constitutes property blight. A building or structure is in a state of disrepair when any of the following conditions exist:

A. Exterior walls or roof coverings have become deteriorated, do not provide adequate weather protection, or show evidence of the presence of termite infestation or dry rot; or

B. Broken or missing windows or doors that create a hazardous condition or a potential attraction to trespassers; or

C. Building exteriors, walls, fences, retaining walls, driveways, or walkways that are broken or deteriorated to the extent that the disrepair is visible from a street or neighboring properties; or

D. Any part of the property, including any building or structure located on the property that is visible from a street or neighboring property, that is defaced with Graffiti.

17.72.525 Exterior Property Conditions

The existence of any one or more of the following exterior property conditions constitutes property blight:

A. The property contains overgrown, diseased, dead or decayed trees, weeds or other vegetation that:

   1. Constitutes a fire hazard or other condition that is dangerous to the public health, safety, welfare; or
   2. Creates the potential for the harboring of rats, vermin, vector, or other similar nuisances; or
   3. Substantially detracts from the aesthetic and property values of neighboring properties; or

4. Is overgrown onto a public right-of-way at least twelve (12) inches; or
5. Is completely dead, over twelve (12) inches in height, and covers more than fifty percent (50%) of the front or side yard visible from any street.

B. The property fails to comply with applicable development permit requirements with respect to any landscaping requirements.

17.72.530 Single Family Dwelling Landscaping Requirements

A. A single family dwelling subject to a development permit shall be landscaped in accordance with the requirements of the development permit.

B. Subject to the paved surface limitations set forth in Section 20.30.440 of this Code, a single family dwelling, not subject to a development permit, shall have landscaping installed in the nonpaved portions of the front and side yards that are visible from any street. For purpose of this subsection only, "landscaping" means live trees, shrubs, lawns, other live plant materials or Decorative Landscaping, have been installed.

C. **If only Decorative Landscaping is used to meet the requirements of this Section, Weed Block shall also be used.**

D. Failure to meet the landscaping requirements of this Section constitutes property blight.

(This actually came up in another recently incorporated city – hence the larger type – we should consider it!)

A. Any airplane or other aircraft, or any parts thereof in the front or side yard.

17.72.225 Household Item

"Household Item" means any item, including any part of the item, typically used in the interior of a dwelling. By way of example and not limitation, the term Household Item includes washing machines, sinks, stoves, heaters, boilers, tanks, mattresses, sofas, couches or futons, upholstered chairs, and indoor carpets. The term Household Item excludes furniture expressly designed for outdoor use and refrigerators.

17.72.570 Storing or Maintaining Household Items

A. No Household Item shall be stored or maintained in an area visible from any street for a period of time in excess of seventy-two (72) consecutive hours.

B. The storage or maintenance of a Household Item in a side or rear yard shall either be:

   1. In an accessory building constructed in accordance with the provisions of this Code; or
   2. In an area that provides for a five-foot (5') setback from any property line and, which is not visible from any street. In addition to the setback requirement, at least one thousand five hundred (1,500) square feet, or at least sixty percent (60%) of the remaining rear yard area, whichever is less, must be maintained as usable outdoor recreational space.

C. No Household Item shall be stored, or maintained within five feet (5') of any required building exit, including exit windows.

ROSSMOOR, CA

Sec. 3-13-7. Standards for developed property.

All developed real property in county territory shall be maintained at a level not less than the following standards.

a. Condition of structures. Structures shall not be partially destroyed, abandoned, unsecured, or permitted to remain in a state of partial construction for more than 30 days. Buildings or structures shall not be boarded up for a period in excess of 10 days without a valid demolition or building permit on file, except in compliance with Sections 7-1-18 and following of this Code.

b. Building exteriors and roofs. Exterior building surfaces and roofs shall be maintained free of significant surface cracks, missing materials, warping, dry rot which either threaten the structural integrity, or result in a dilapidated, decaying, disfigured, or partially ruined appearance.

c. Use of tarps. Excluding emergency repairs, it is prohibited to use tarps for roof and building repairs. Additionally, the use of tarps for vehicle covers, or temporary canopies, enclosures, and/or awnings is prohibited in any outdoor area visible from any public right-of-way.

d. Paint. Painted surfaces on buildings, trash enclosures, walls, retaining walls, fences, and structures shall be maintained in order to prevent decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation.

e. Graffiti. All structures, equipment, walls, and fencing on the property shall be maintained free of graffiti pursuant to Division 16 of Title 3 of this Code.

f. Lighting. All exterior light fixtures shall be maintained in good working order free of broken lamps, lens, and light bulbs. Furthermore, the structural integrity of all supporting poles and mounting fixtures shall be

maintained. All insulation and connections shall be intact and free of exposed wire.

g. Windows. Broken windows and glass doors and the use of materials other than glass as a replacement or covering of windowpanes are prohibited.

h. Window screens. All window and glass door screens shall be maintained free of tears, rips, and holes. On residential rental properties, window screens are required on all windows.

i. Trash bins. Trash bins or dumpsters shall be kept within an enclosed building, trash enclosure, or screened from public view to the maximum extent feasible. Overflowing trash bins or dumpsters due to inadequate number of bins and/or request for service from the trash hauler is prohibited.

Use of commercial trash bins for residential uses in the R-1 zone is prohibited

j. Walls, fences, and trash enclosures. All walls, retaining and crib walls, and fences abutting public rights-of-way (including alleys), and trash enclosures, shall be maintained free of significant surface cracks, dry rot, warping, deterioration, leaning, missing panels or blocks which either threaten the structural integrity, or result in a dilapidated, decaying, disfigured, or partially ruined appearance.

k. Parking areas, sidewalks. Parking areas, private alleys, driveways, sidewalks, and walkways shall be maintained free of potholes, cracks, breaks, lifting, and other deteriorated conditions.

l. Signs. All signs shall be maintained in order to prevent deterioration, disrepair, and unsightliness.

m. Excavations. Excavations, abandoned wells, shafts, basements, and other holes shall be properly secured to prevent access by unauthorized persons.

n. Landscaping. With the exception of R-1 properties, all landscaping on the property shall be maintained pursuant to Section 7-9-132 and following of this Code. For R-1 properties, all landscaping visible from public rights-of-way shall be maintained in a healthy condition free of dying, dead, diseased, decayed, discarded and/or overgrown vegetation.

o. Parkway landscaping. In residential areas, the public parkway shall be landscaped and maintained by the adjacent property owner(s). The landscaping shall be maintained in a healthy condition free of dying, dead, diseased, decayed, discarded and/or overgrown vegetation.

p. Drainage. Onsite drainage improvements shall be maintained in order to prevent deterioration, disrepair, and ineffectiveness.

q. Rodent and vermin control. All property, including landscaped areas, buildings, and structures, shall be maintained free of rodents and other vermin.

r. Outdoor drying. In all residential zones or residential developments, the outdoor airing and/or drying of laundry, clothes, other household linens, or food is permitted only in rear or side yards, provided that the items are not visible from public rights-of-way.

s. Pools. Barrier fencing and gates for swimming pools and spas shall be maintained as required by the California Building Code. Swimming pools and spas shall not contain unfiltered or stagnant water.

PASADENA, CA

14.50.040 Prohibited activities or conditions.

It is declared unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any property in this city to maintain such property, regardless of whether such property contains a conforming or legal nonconforming use or structure, in a manner that any of the following conditions or activities are found to exist thereon:

1. The accumulation of dirt, litter, junk, salvage materials, lumber or other debris visible from a street, sidewalk, alley or neighboring property, or verified through other lawful means.

2. Clotheslines or clothes hanging in front yards, on front porches, or balcony railings and visible from a public street.

3. Unconcealed trash can stored in the front, corner or side yard visible from a street, sidewalk, or alley. Trash can stored in the front, corner or side yard shall be concealed by the use of the following materials singly or in combination, and shall be architecturally consistent with the materials used in the surrounding buildings:

a. Masonry, such as exterior wall brick or finished precast concrete block, such as striated or fluted block. Unfinished cinder block shall not be permitted in the front yard. Masonry walls and fences constructed in the front or side yards, or visible rear yards in a landmark district, the central district, or on property designated as a landmark or historic monument, or listed in the National Register of Historic Places, or eligible for designation or listing, shall be subject to review under Chapter 17.52 or Chapter 17.92 of the Zoning Code.

b. Wood, provided that the wood is cedar, redwood or pine and at least five-eighths of an inch thick. If cedar, redwood, or pine is used to conceal a trash can, it shall be weather-protected from possible rot or decay by the application of a preservative on a regular basis by the party responsible for the maintenance of the subject premises;

c. Evergreen shrubbery consisting of permanent, living material which is continuously maintained in a sound, healthy and vigorous condition, free of plant diseases, insect pests, weeds, refuse and debris. Shrubbery shall be maintained so as to create a continuous barrier and must effectively conceal the trash can;

d. Earthen berm or recession with an embankment so as to achieve a continuous barrier.

4. Any trash can, refuse container, or recycling bin placed in a front yard or near the street curb for more than 24 hours before or after the time for collection of garbage or other materials from said container.

5. Broken or discarded furniture, household or business equipment, shopping carts or similar items, placed outdoors for more than 24 hours.

6. Attractive nuisances dangerous to children, including but not limited to: abandoned, broken or neglected equipment, machinery, dilapidated structures, refrigerators and freezers, excavations and hazardous pools, whether or not they contain any water or liquid.

7. Any sidewalk or driveway on private property which is broken, damaged or raised to such a degree as to be hazardous to persons using said sidewalk or driveway.

8. Overgrown vegetation likely to harbor rats, or other vermin, or which attain such growth as to become a fire menace when dry or which are otherwise noxious, dangerous or unsightly.

9. Dead, decayed, diseased or hazardous trees which constitute an unsightly appearance, or present a danger to public safety and welfare, or are detrimental to neighboring properties or property values.

10. Trees or other vegetation obstructing visibility at an intersection, or which restrict or impede access to public use of adjacent sidewalks or streets, obstruct official traffic-control devices, or prevent access by city street sweepers cleaning streets. Sidewalk access is impeded when encroaching shrubbery, ground cover, tree branches and other such vegetation cause less than a minimum clear area of 5 feet in width, and 7 feet 6 inches in height to be available for sidewalk traffic.

11. Gross lack of maintenance of grounds on which a structure exists where the grounds are visible from a public street, sidewalk, or from neighboring properties, and where such condition would have a tendency to substantially depreciate the aesthetic environment or property values of surrounding properties.

12. Graffiti or other words, letters or drawings which remain on the exterior of any building or fence for a period of 48 hours and are visible from a street, sidewalk or alley.

13. Residential or commercial buildings left in a state of incomplete construction, partial demolition, damaged by vandalism, fire, earthquake or other acts for a period of 6 months (excluding such time when work is in progress pursuant to a valid building or other construction permit).

14. Fence, wall or vegetation surrounding a vacant or unoccupied building which is maintained in a state of unsightliness or visual blight for a period of 30 days.

15. Any structure in a state of substantial deterioration, including but not limited to: peeling paint on a facade, broken windows, roof in disrepair, damaged porch, broken steps or other deterioration or disrepair, visible from a public street, sidewalk, or from

neighboring properties, where such condition would have a tendency to depreciate substantially the aesthetic environment or property values of surrounding properties.

16. Failure to secure all doorways, windows or other openings into a vacant structure, or provide fencing for the entire parcel containing the vacant structure, to prevent persons from gaining unauthorized access.

17. Dirt, sand, gravel, concrete, scrap metal, wood, building materials or other similar materials kept, stored, deposited or accumulated on property for a period of 30 days (excluding such time when work is in progress pursuant to a valid building or other construction permit).

18. The accumulation of dirt, litter or debris in any vestibule or doorway or on the adjoining sidewalk of a commercial building.

19. Any sign and/or sign structure relating to a use no longer conducted or product no longer sold on the property more than 45 days after a change in use or after the structure upon which the sign and/or sign structure is placed has been abandoned.

20. Signs and/or sign structures maintained in a deteriorated condition.

21. Any sign or advertising structure which was unlawfully erected on public or private property, or declared to be hazardous or unsafe by the city building official.

22. Any sign legally erected which later became nonconforming as a result of the adoption of an ordinance on which the amortization period provided by the ordinance or other law has expired, and for which conformance has not been accomplished.

23. Failure to park or store in a garage inoperative vehicles, or vehicles placed on blocks, or otherwise immobilized which are in a residential zone.

24. Parking or storage of commercial or construction vehicles or equipment in areas zoned for residential use.

25. Repair and/or dismantling of any vehicle or boat in a residential zone where such activity can be seen from the street or sidewalk, except where such repair and/or dismantling is completed and any evidence of repair, including tools, equipment, motor oils and other fluids, rags, spills, parts, and debris is removed within 3 days after the repair or dismantling was begun. All major vehicle repair must be conducted within a garage. No vehicle repair may be conducted in a customer parking lot serving an auto part or other store.

26. Property maintained in such a manner as to constitute a public nuisance as defined in Civil Code Section 3480.

27. Any dangerous, unsanitary, blighted or unsightly condition which is detrimental to the health, safety or welfare of the public.

28. Any other condition or activity recognized in law or in equity as constituting a public nuisance.

29. Oversized vehicles (including but not limited to motor homes, recreational vehicles, trailers, camper shells, slide-in campers, boats, or parts thereof) parked or stored other than in covered parking or on a paved area at the rear of the property Such prohibition shall not apply if the rear yard is inaccessible to the vehicle, in which case parking may be permitted on a paved driveway subject to the following restrictions:

a. The vehicle shall be parked at least 5 feet beyond the front yard property line if there is a sidewalk between the property and the street. If there is no sidewalk between the property and the street curb, the vehicle must be parked at least 5 feet from the paved edge of the street.

b. If the oversized vehicle owner's driveway adjoins a driveway of neighboring property, the location of the oversized vehicle in the driveway shall not create a safety hazard or obstruct the view within 15 feet of the sidewalk or edge of the roadway of that neighbor when entering or leaving his/her driveway.

c. An oversized vehicle parked in the driveway shall not prevent the parking spaces in the garage from being readily accessible. "Readily accessible" means that the oversized vehicle does not have to be moved in order for a second vehicle to enter or exit the garage or carport.

d. Parking in the front yard shall be only upon a driveway leading to covered parking.

e. An oversized vehicle parked in the driveway shall be fully operational, completely assembled, supported only by inflated tires, in good repair, neat and clean. Wrecked, dismantled, unregistered or inoperative vehicles shall not be parked in the driveway or in the rear yard, subject to other sanctions as set forth in this code.

f. An oversized vehicle parked in the driveway shall be moved out of the driveway periodically (i.e., at least once every 30 days) to permit the surface underneath to be cleaned.

g. No vehicle shall be parked on the grass, dirt or other landscaped areas surrounding a residence.

h. Vehicle shall be owned or leased by the residents of the property and licensed with a current registration.

i. An oversized vehicle shall not be used for storage, living or sleeping while parked in the driveway and shall not be connected to water or sewer lines for more than 72 hours.

j. An oversized vehicle may be parked in the driveway for up to 72 hours for the purpose of loading or unloading supplies, or preparing the vehicle for a trip.
30. Storage of abandoned, wrecked, dismantled, unregistered or inoperative automobile, trailer, camper, recreational vehicle, boat or other such vehicles or equipment on residential property.

31. Parking recreational vehicles, campers, boats, cars, or other mobile equipment on the grass, dirt or other landscaped areas surrounding a house.

32. Any condition or activity which adversely affects the health, peace or safety of persons residing or working on the premises or in the surrounding area.

33. Any condition or activity which jeopardizes or endangers the public health or safety of persons residing or working the premises or in the surrounding area.

34. "Repeated nuisance activities" defined as activities occurring on at least two or more occasions within a twelve (12) month period, and including but not limited to disturbances of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sales of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, excessive littering, illegal parking, loud noises particularly in late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests related to such activities.

35. Any violation of any provision of any city, state or federal regulation, ordinance or statute. (Ord. 6936 § 4, 2003; Ord. 6630 § 3, 1995: Ord. 6421 § 1, 1991; Ord. 6402 § 2 (part), 1990)

LAKEWOOD, CA

Municipal Code Property Standards
Amended by Ordinance 2001-5

4323. UNSIGHTLY PROPERTY. It is unlawful for any owner, lessee or occupant of any building, grounds or lot to keep or maintain or allow to grow or to accumulate any materials, growth or things which, because of its proximity to and view from neighboring or other property in the vicinity, depreciates the value of surrounding property or is injurious to the public health, safety or welfare, or to neighboring property, or the health or welfare of residents of the vicinity. These unsightly conditions are as follows:

A. ABANDONED OR DESTROYED OR PARTIALLY FINISHED BUILDING. Any building which is in an unsightly condition because of abandonment or lack or occupancy for a period of one (1) year or abandoned and unoccupied for a period of sixty (60) days because of partial destruction or failure to complete construction with the time authorized by a building permit or any extension thereof.

B. UNSIGHTLY AND DEFICIENT EXTERIOR MATERIALS. Any building which has peeling,
cracked, faded, chipped, torn or missing exterior surface materials, including, but not limited to, paint, stucco, siding, shingles and roof shingles so as to make the same unsightly. "Exterior surface materials" include roofing, building walls, doors, garage doors, porches, patios, awnings, screens, windows, window frames and casements, ledges, fascias, eaves and any wood or vinyl trim.

C. ACCUMULATION OF LITTER AND DEBRIS. Any accumulation of dirt, litter, debris, rubbish, trash, discarded items, including, but not limited to, discarded household items and vehicle part, accumulated to such an extent and left in yard areas, vestibules, doorways in open view to surrounding property.

D. GROUND COVER. In connection with a building, the failure to maintain a ground cover in a condition to eliminate an unsightly appearance by failure of the owner or occupant to prevent erosion, excessive dust, or the accumulation of water and mud. Ground area is that area appurtenant to and non-occupied by buildings, accessory structures, walkways, pools and spas, driveways, decks or similar architectural or decorative device. Such ground areas shall be maintained with a reasonable ground cover to eliminate the aforementioned detrimental features, including, but not limited to, grass, plants, shrubs and flowers or artificial or decorative features including bark, rock, cement and other vegetation.

E. FENCES AND WALLS. Any fence or wall or accompanying gate which is torn, leaning or tilting in an unsafe manner, dilapidated, deteriorated, rotted or missing parts or materials thereof.

F. GARAGE DOORS. Any garage access door open to public view, either from the street or alley which is inoperable, broken, lacking paint or missing visible parts or materials. Lack of a garage door where the open garage is visible from the street or alley so as to be unsightly.

H. REFUSE CONTAINER STORAGE. Any refuse container stored in the front yard or side yard of a corner lot adjacent to a street and visible from the public street, except where placed in places of collection at the times and manner permitted in this Code.

I. OVERGROWN VEGETATION. Any vegetation in any and all yard areas adjacent to a building or structure which is so overgrown or lacking in maintenance to be unsightly to neighboring property or potentially, because of size and lack of maintenance, is dangerous to the public health, safety and welfare. Vegetation includes trees that, because of size and lack of maintenance or disease, may be injurious to neighboring structures and inhabitants.

Memorandum

Agenda date: December 20, 2004

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director CA

SUBJECT: Neighborhood Traffic Management Pilot Plan

BACKGROUND:

Rancho Cordova City Council approved the first Neighborhood Traffic Management Pilot Plan (Pilot Plan) in January 2004 with the intent to enhance the overall neighborhood livability by reducing the impact of traffic on residential streets. The Pilot Plan addresses traffic issues in the neighborhoods bounded by:

- Coloma Road and Trinity River Drive to the north and west
- Folsom Boulevard to the South
- Sunrise Boulevard to the east

Staff introduced the proposed Pilot Plan to the Council at the September 7, 2004 meeting. It was discussed at that time that a ballot polling the residents on the affected streets was necessary to ensure widespread support for the Pilot Plan before the plan was implemented.

DISCUSSION:

A letter was sent to the residents which detailed the proposed traffic calming devices that were to be installed on their prospective street. An outline of the timeframe for the three phases of the plan and which phase or phases the devices were to be installed on their street was included in the letter. A map showing the entire Pilot Plan was also included for their review. The residents were asked to complete a ballot consisting of a questionnaire in which they were asked if they supported the proposed traffic management measures on their street as well as if they supported the traffic management measures for the entire Pilot Plan.

AGENDA ITEM # 21

BALLOT RESULTS

Ballots were mailed out to 1,634 residents in the affected area. The City received 326 responses which was approximately 20 % of the total number of ballots sent. A representative amount of ballots for each street was received. Of the 326 ballots received, 282 or 87% were overwhelmingly positive. A summary of the Ballot Results is provided in Attachment A and a Summary of Comments is provided in Attachment B.

PILOT PLAN IMPLEMENTATION SCHEDULE AND COST

Phase 1 of the pilot plan is scheduled for implementation in the spring/summer 2005. The cost for Phase 1 is $64,000 and is included in the 04/05 budget. Approximately $32,000 for Phase 1 is eligible for funding through the Community Development Block Grant (CDBG) and the remaining $32,000 will be funded through Measure A funds. Phase 2 would be constructed next fiscal year (05/06) and the cost is $59,800 ($54,400 is eligible through CDGB, $5400 through Measure A). Phase 3 would be constructed during the 06/07 fiscal year, costing $74,580 ($60,380 through CDBG, $14,300 through Measure A). An outline detailing each Phase of the Pilot Plan and associated cost of the various traffic management devices is provided in Attachment C.

RECOMMENDATION:

Based on the information provided, Staff is recommending the City Council authorize Staff to proceed with the implementation of the proposed Neighborhood Traffic Management Pilot Program.

Enclosure:

he will probably do Phase 1 & Phase 2. Phase 2 funding is programmed for July 2005.

ATTACHMENT A – SUMMARY OF BALLOT RESULTS

NEIGHBORHOOD TRAFFIC MANAGEMENT PILOT PLAN SURVEY
BALLOT RESULTS/2004

STREET	*MAILED*	*YES*	*NO*	*TOTAL RESP*
ARAMON	119	30	3	33
BENITA	345	31	7	38
BRIDLEWOOD	55	12	3	15
CERVANTES	38	3		3
CHASSELLA	50	15	1	16
CORDOVA LN	54	16	6	22
DOLECETTO	104	28	3	31
DON JUAN	61	9	1	10
EL MANTO	42	6	1	7
GADSTEN	51	8		8
LAMBRUSCA	34	6	2	8
MC GREGOR	135	28	9	37
QUEENWOOD	47	22	1	23
TRINITY RIVER	97	15	1	16
VEHICLE	250	12	2	14
ZINFANDEL	152	41	4	45
TOTAL	**1,634**	**282**	**44**	**326**

ATTACHMENT B – SUMMARY OF COMMENTS

NEIGHBORHOOD TRAFFIC MANAGEMENT PILOT PLAN SURVEY

SUMMARY OF COMMENTS

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
ARAMON DRIVE	We would also like to have sidewalks, especially with the children going to and from Rancho Cordova Elementary School and to the parks for soccer, etc. (Also, the pool--can we have it back?) Thank you! Thank you! Thank you! We are happy to see our City in action. We certainly need something to control speed. We need street lights. There needs to be a speed lump between Folsom Blvd & Malaga Way. We also need an all-way stop at Aramon, Ribier and Barbara Way. I've clocked on a speed gun cars going in excess of 50- to 60 MPH. We need something to slow down traffic. An additional speed lump between Chardoney Drive and Beclan Drive. A patch of Botts Dotts prior to the stop sign on Aramon @ Malaga. More speed limit enforcement. Anything you can do to discourage cross traffic down Aramon would be welcomed. However, I suspect the abusers, most, are our own non-caring speeders – many of them not having had their first wake up traffic and/or expensive accident due to SPEED! Many more traffic bumps – Please! It will be too late when one of these speeders kills one of the walkers in the area or one of the children playing in or near the curb. Coloma Road improvements: add	Speed bumps – lumps on Aramon Drive would still be a problem for the Fire Dept. Traffic flow in my area is fine. We don't need speed bumps! It's hard on car suspensions and they are a nuisance. That's why I moved here – no speed bumps! Speed legends are helpful. Speed bumps inconvenience everyone, 24/7. If speed lumps are inevitable, put them at the stop sign.

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
ARAMON DRIVE	lane (s) near Sunrise (why such a wide sidewalk and landscape area?) Enforce "No left Turn" at Wal-Mart. Next phase: Entrance & egress: Mills Shopping Ctr. Please make sure backing out of driveways won't become an issue. Include a speed bump on Aramon Drive between Folsom Blvd to Malaga Way. Many speeders running the stop sign!	
BENITA DRIVE	I would like to see the speed of drivers reduced. I fully support this plan. We need a speed bump on Benita Drive between El Manto and Coloma Road. 23 years ago they came and marked where they were supposed to be but never did any more than that. Add speed hump between Coloma Road and Segovia Way!!! It's about time they do something to slow down speeders on Benita Drive and make it safer. Hurray!! It's about time. We have been here for 30 years and every year traffic is getting faster and faster. There are children & grandchildren playing outside. Good job. Thank you for finally doing something about Benita Drive. The speeding is very bad, we have a hard time getting out of our driveway. Thank you for putting police on our streets. I live on the northside of Coloma, though I am very supportive of all improvements. Coloma is beautiful (east of Sunrise). Love it, oh yea, great—10 years too	What you call enhancements will wind up being gridlock even worse than it already is @ commuter hours!! The plans do not apply to my side of Coloma. I do not approve of traffic circles or minigorounds. My impression of the plan is overkill. Speed bumps are a nuisance. Spend money on holes in the roads or existing bumps. I am totally against traffic circles & roundabouts. The streets are not wide enough for them. I worked in mid-town Sacramento for 10 + years and when they put them in there it was a nightmare. You can't see oncoming traffic because of parked cars and barely have enough room to maneuver around them. Benita is a thorough street for fire trucks and ambulances, it would not be good for this street. No parking lane striping on Benita – yes on speed bumps.

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
BENITA DRIVE	late but necessary. Closing the Benita race track. I would like to see a speed bump at Benita and Carlos to slow traffic racing to/from Coloma and perhaps a speed bump near schools – Williamson and Mitchell, Cordova Lane Control speed on Coloma Road. I 'm not so sure that there is a need for traffic calming. I don't see it as a problem. Neighborhood beautification would be money better spent. We really need some kind of stop sign or signal at the Benita & Coloma intersection. Averaging at least one accident a month! Partially blind intersection on church side. Benita Drive needs 2 more sets of speed bumps – you can put one in front of my house (2229 Benita Drive)!! I am at the opposite end of Benita so the measures for Benita do not affect me – although a speed bump as one rounds the corner from Coloma Road onto Benita would help. I would like to see a center landscaped median on Coloma Road. I feel that additional speed bumps are needed on Benita Drive – too much speeding by motorcycles and cars. More monitoring of traffic noise and speeding by sheriff or police needed would be much appreciated. Please put the speed bumps in this year if possible. Benita Drive is a raceway. I live directly across from Williamson School.	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	Please put speed bumps on Benita between Coloma and El Manto. Lots of speeding.	
BRIDLEWOOD	You are doing a good job! I.e. with the traffic and improvements. But we do have problems on Bridlewood's speed and a very dangerous corner at Zinfandel. City Council keep up the good work.	Don't like speed bumps. Don't know what a choker is.
BRIDLEWOOD	I like the plan as people typically speed down Bridlewood.	Reviewed Plan – a waste of money to calm traffic find ways to discourage people from north of river traversing thru Rancho residential roads. Please call me @ 851-3500.
	Please consider a 3-way stop at the intersection of Zinfandel Drive and Bridlewood Drive, RC.	These are unnecessary and costly measures, Bridlewood does not have extensive traffic requiring these changes.
	Would also like enforcement of stop sign on Anza at Bridlewood Drive.	
	I'd prefer not to have parking spaces marked between Cobblestone & Coloma along Bridlewood Dr.	
	Thank you. I have called in on numerous occasions with concerns regarding speed on this road.	
CERVANTES DRIVE	The road should be resurfaced; no road work in 10 years except for very little patching. Received on 10/22/04, should be sent sooner.	
CHASSELLA WAY	Can we also discuss sidewalks? Much needed, children as well as people walking for exercise have to walk in the street.	Strongly against turnabouts on Zinfandel. They will not help the flow of traffic that is already maddingly slow.
	I have seen quite a few speed humps in and around Sacramento, but they have always run across the street from curb to curb. Always 2 humps about 6' apart. Place a 25 speed legend on Chassella also.	
	I would like to see an additional speed hump added between Carbono and Pedro.	
	Not enough information.	
	Speed hump on Chassella Way – add another hump on block between Pedro and Charbono.	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	I don't understand how an island in front of the school will improve traffic. We would like an additional speed bump on Chassella Way between Zinfandel and Charbono. I would rather have more cops on the street. If that is not possible, then speed bumps will have to do. Why punish me for something I did not do?	
CORDOVA LANE	We wholeheartedly support these seasoned efforts to control the speeding that routinely takes place on Cordova Lane and the surrounding streets. Thanks. Our prayers have been answered. Yes! No more "easy" shortcuts from south of Folsom Blvd. I think this looks like a well thought-out plan. Dogs killed by speeders on Cordova Lane!! Stop them. Thank you! It's about time the traffic problem was addressed. Cordova Lane has become a speedway for traffic. Speed bumps are badly needed, as I see cars go through the stop sign constantly! Thanks! The turnabout on Butterfield in morning traffic is solid traffic. Speed bumps we feel are the most effective! Thank you for allowing us to participate in the survey. We are very concerned about our grandchildren's safety. Hurry.	Prefer trees cut back from power lines. Speed bumps have little value, even in parking lots, on city streets they are not okay. Do your plans help city residents or the auto repair businesses? The traffic stop signs aren't stopping the traffic, speed hump and lumps aren't going to slow them down. We need more police. Overkill! Why don't you save the money it would cost to do all this, and put a policeman on the streets occasionally and fine some speeders. Word would get around and they would slow down. I hate all speed bumps.
DOLECETTO DRIVE	Traffic drive by too fast. There are kids playing out when cars drive by fast. Drivers don't follow the speed limit.	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
DOLECETTO DRIVE	All-way stop signs at either Ribier & Dolecetto, Furmint and Dolecetto or Aligibi & Dolecetto Drive; I have lived here on Dolecetto nearly all of my 50 years and I watched and listened to them drive well over 30 mph while children walk to and from school and race clear into the night. Lower speed limits on Coloma Road we well as those streets marked 30 mph or lower to 15 mph. I hope this will stop the speeders. I welcome the speed bumps on our street. We need them. We need a speed hump on Dolecetto east of Coloma. We call our street the Dolecetto Freeway. Speeders are a real problem and very dangerous for us and others to even cross the street to see a neighbor. Have lived here over 30 years and it gets worse daily!! More speed bumps on Dolecetto. Speed bumps (undulations) are seriously needed on Dolecetto Dr. between Coloma Rd & Dawes St. Would have welcomed this 30 years ago! But it's not too late to slow down speeders on this street. I'm really delighted with the proposed plan. Thank you! We need speed bumps on our street between Coloma and Dawes. , School kids speed (lots of children walking from & to school). Also, people going to work use our street to cut across to Folsom & get to Mather on-ramp to 50 freeway. It's about time.	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	Cars speed down this street constantly. We support this traffic management. Commuters get off freeway at Mather to avoid the back up at Zinfandel and at Sunrise. Malaga and Dolecetto are used as a short cut. I have parked at Sunrise & Coloma and watched the traffic come off Coloma – most head across the river.	
DON JUAN DRIVE **DON JUAN DRIVE**	Way to go –Good Luck. All that and more. Shopping carts – as many as 3 are here, vehicles parked for months on the street and in the drive way. Send somebody to look at this trash. I call – no haul. The sooner the better. This street looks like a highway. People speeding all the time and there are a lot of children around. We have been waiting for this. Thanks. Thanks, but I don't think it will work. These need to be done! Thanks for cleaning up Rancho Cordova. We the neighbors on Don Juan Drive appreciate anything done to improve conditions in our neighborhood.	Actual patrolling at "stop signs" and speeding on streets would be more effective. They don't even stop at signs—what is a bump going to do?
EL MANTO DRIVE	Traffic very fast between Coloma Road and dead end at Mitchell Jr. High. Really need speed bumps just before Segovia left turn. People really cut the corner & children at play on street. No speed bumps on Zinfandel put some on my street. Zinfandel is a main road, don't want to slow it down. No humps on Cordova Lane or McGregor. Good ideas! Continue. I received this on Saturday, 10/23/04. Your return date is a tad too quick.	We do not support because the measures you propose are ridiculously feeble and will not deter speeders one bit. With all the schools in the area, we cannot believe more speed bumps have not been considered. Botts Dotts! A joke that costs too much more than they're worth in results!

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	Any plan to slow down traffic would be great?	
GADSTEN	Need 3-way stop signs at Gadsten and Queenwood, would be nice, same at Queenwood & Zinfandel. Gadsten is used as a shortcut to Sunrise Blvd, way too much traffic, a lot of speeder! Anything would help. Thank you. Gadsten Way is a very narrow street and cars at traffic time think that this is a short and fast cut off from Zinfandel Drive I would like to see speed bumps on this street. Please add a speed hump on Gadsten Way. Cars speed the straightaway from the duplexes to Queenwood with no regard for children playing. Offer landscaping/gardening opportunities at traffic circles for neighborhood residents.	
LAMBRUSCA DRIVE	"25" speed sign – not enough to stop high speeds of reckless young drivers on Lambrusca. Stop signs would be more effective.	I see no tmp 4 my street!!! Need 3-way stop at Beclan and Lambrusca. Drop speed limit to 25 on Zinfandel, 35 on Coloma. Enforce 0 tolerance on speeders to help pay for City improvements. Lambrusca Drive is a straight shot and painting the speed limit on the pavement will not deter speeders. A stop sign might help, speed bumps would be better.
MCGREGOR DRIVE	I support our City – Rancho Cordova. Legends and lumps will not stop the Stop sign runners at McGregor & Glenhaven. Need more police involvement, once was not enough. Help our end of McGregor! Wonderful! It will be nice to lose the "speedway" in front of our house. I live north of Coloma Road so these	We agree speed control is necessary, but not through your plans (speed lumps, chokers, traffic circles, or mini-roundabouts). McGregor is used for travel by the local residents to avoid the busy traffic lanes during rush house on Coloma. I do not want speed bumps in RC to make it look like a slum area with oil spills from low riding autos. Why penalize the people who live here because of the drivers whom

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	changes don't affect me personally – People making right turns from northbound McGregor to eastbound Coloma are dangerous to pedestrians. Nice fixing roads. I don't think speed bumps are appropriate on streets, (apartment complex or parking lot—yes). More tickets with stiffer fines. Traffic light at a school crossing is not safe (Zinfandel & Cordova Lane). Take a lesson from the City of Sacramento. I have had cars pass on both the left and right side on my street. People speed up to 60 mph on McGregor. Speed bumps needed desperately. Posted speed will not help speed lumps – posted speed should be 25 mph. Yeah!	only drive my street only once or twice a day (weekdays)!! Hit them in the pocketbook, I am 200% against the Neighborhood Pilot Plan. Traffic control – tickets add money to RC coffers. Idiots will only change to a different street. I would say more but out of space. I would rather this money go to fixing our streets. The front of my house is full of pot holes and is getting worse. Patrol the stop signs and speeds. The one in front of my house is ran 50%. Do not put speed bumps in they damage vehicles. Use stop lights and or stop signs. Put up signs telling the drivers how many tickets are being handed out and that they may be next - mostly for speeding and running stop signs. Don't make our neighborhood unbearable to drive through!!
MCGREGOR DRIVE	I am fairly new here, live ½ block from Folsom Blvd., on McGregor Drive – 2 blocks from Highway 50 and everyone trying to find McGregor Drive gets lost. All maps I have seen get you lost. I think the speed control is a great idea. But, what needs to be done is to create a better Sunrise overpass so traffic doesn't come down our streets. Here's an idea, turn Grantline Road and Sunrise into a small freeway, and have people merge onto Sunrise from Hwy 50. This idea will take a lot of traffic out of Sacramento. Think about it. Yes, yes, yes. Too many people are driving too fast on McGregor. Thank you for recognizing this. As a home owner, this can't happen too soon for us. I would prefer to see speed bumps	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	rather than lumps, and I would prefer to see more than just four. Perhaps 10-15. I like the speed bumps, but not the roundabouts. EXCELLENT PLAN. We need to slow traffic on McGregor. Speed bumps are on duty 24/7 – police are not. Many commuters cut through Rancho to avoid the 50/Sunrise traffic. There is a problem with people crossing Folsom Blvd from Wal-Mart to light rail – need fence like at Mather Field. Not real happy, but too many cars through Rancho Cordova just pass to Fair Oaks.	
QUEENWOOD DRIVE **QUEENWOOD DRIVE**	Have at it – the sooner the better! You all are doing a great job. It's about time – thank you. Looking forward to the end of drag racing. "Queenwood" especially needs speed bumps or other devices to slow vehicles down. We are the 2nd person in one week to have our vehicle slammed in while parked on the street. Please fix asap. I have more comments than postcard allows. We have lived on Queenwood Dr. since early 1969. Commuter traffic on Queenwood calls for 3 speed humps, not 2! One between Alandale and Glenhaven, one ½ way between Glenhaven and Gadsten, one between Gadsten and Walnutwood. An alternate solution to speed humps would be to place all-way stop signs on the corners at Glenhaven and Gadsten. I live at the intersection of Glenhaven & Queenwood. Your traffic control can't come too soon.	Concerns about the roundabouts.

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	Thanks. Over due. Thank you – Thank you. We hope this will slow down the commuters who love to race down our street to avoid the stop signs on McGregor. Make the bumps big enough to cause damage at speeds above 30 mph. Use speed assessment by police, give hefty tickets ($$$$) and temporarily reduce speed limit to 20 mph on Queenwood!!! Educate drivers to allow more time for their commutes. There have been 5 minor fender benders at the intersection of Queenwood and Gadsten, and one major (non-injury – over $500 damage) in last 5 years. To my knowledge, all were contributed to by excessive speed, both straight along Queenwood and turning the corner! Recommend 4" speed humps. Centerline and parking line striping besides making street look narrower, what has this accomplished on other streets? We are concerned about northbound traffic on Queenwood making a right turn onto Gadsten and avoiding the proposed placement of the "speed hump". We must stop the over-the-speed-limit traffic on this street .	
TRINITY RIVER	Coloma/Trinity River Dr side of Ralph's parking lot dangerous trying to exit complex gate. Cars speeding along gate entrance. More room for pedestrians needed. Construction to be done at least inconvenience to travelers. Would like done sooner than 6/07. I look forward to the improvements to decrease speeding traffic.	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	Great Improvements! Unsure about entire plan – real questions about narrowing traffic lanes on Coloma for instance.	
VEHICLE DRIVE **VEHICLE DRIVE**	These plans sound great. We need these measures to reduce speeders. Please make the intersection of Vehicle Dr & Zinfandel a 4-way stop. Traffic control on this street is absolutely necessary. Speeding down this road is major problem. I live near the intersection of Vehicle & Zinfandel. Since the Family Fitness Center opened, traffic has been very dangerous to pedestrians. Many people hardly slow down when making a right turn on Zinfandel from Vehicle. I hope this helps. I have called the CHP about enforcement at this intersection. Thank you. The cars go very fast, there is not even a speed limit sign. The surrounding streets have schools and are residential streets. Very important to get this taken care of. I look forward to the improvements. We have speeding and screeching tires all night long! Wonderful! ☺ It would help speed control on the Vehicle Drive. Thank you! Being a residential area it was a necessary item.	
ZINFANDEL DRIVE	Thank you for doing this. Long overdue. Because there are plenty of stop signs on Zinfandel, the speed bumps	Although I think the plan is a very good idea, I think it would be wiser to spend the money elsewhere. I do not think the traffic is bad enough to warrant these expenses.

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	seem to be redundant. However, plans for the Mitchell Jr. High School area are good. Too many speed humps. Yes, my street has turned into a freeway, but I have concerns that the reverse will happen – wall to wall cars. Great! I was terrified RC would end up like So Sac with 4 lanes right up to the houses, chain link fences & traffic lights. Traffic calming is a great idea! Sidewalks would also be nice to have on this street so our kids can be safe riding their bikes to school. Need sidewalks on Zinfandel Dr. between Folsom Blvd. & Beclan Dr. Walking on Zinfandel is very dangerous; lots of drivers pass other cars on the right. Speed limit should be 25, same as Cordova Lane, which has sidewalks. Why don't you add speed bumps on Zinfandel Drive before Pedro Way? This is where I live. Cars speed coming around the curve. Do you think this will stop the traffic on Zinfandel? Need a stop sign at Zinfandel & Vehicle Drive, especially to slow westbound traffic on Zinfandel Drive. I do not think a mini-roundabout will be appropriate at Zinfandel and McGregor. Great idea!	
ZINFANDEL DRIVE	Late PM to early AM, they "run" this 4-way stop at very high speeds (go 100 mph) need more enforcement. It would be wonderful to reduce	

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	traffic on Zinfandel by the residential area. Thank you. Phase 3, I'm not so sure on. I don't think traffic circles are a good idea. They didn't seem to work so well downtown. Anything is a help to slow down traffic on Zinfandel. This will be great for Zinfandel, which is now a speedway. Need to do something about many people running stop sign at Queenwood and Zinfandel. I would suggest speed bumps in front of my house, as this is often where motorists speed through a blind corner. Also, 4-way stop sign at Industrial. Great, just great. Speed lump on Zinfandel between Alicante and Chassella (close to the Wall-Mart parking lot). Recommend speed limit of 25 mph on Zinfandel and McGregor. Signs on Zinfandel to refrain large delivery trucks from travel on Zinfandel & McGregor. Traffic signals at light rail crossing should be coordinated with trains. This is a start, but what is needed on <u>our</u> street is reduction of volume and speed. Bott dots are needed on bike lane. Too many cars drive the lane. Speed lumps @ Zinfandel – Benita westbound would be helpful. There is not much to keep people from running the stop sign, not even police patrol. It is only a matter of time before one of the neighborhood's children is hurt. I would like to see the speed limit reduced too!!	
ZINFANDEL DRIVE		

	YES – SUPPORT PLAN	NO – DO NOT SUPPORT PLAN
	I would like to see a speed lump or stop sign at Vehicle Drive on Zinfandel Drive. People who come from Sunrise think they are still on the freeway. Please slow the speed of traffic on my street for my elderly ill mother Barbara's peace of mind. Thank you for all your hard work to help care for my family.	

ATTACHMENT C – DETAIL OF PILOT PLAN PHASING AND COSTS

Preliminary Traffic Calming Measures and Cost Estimates

6-28-04
1042-1921

Rancho Cordova Pilot Plan Area

Year 1		Estimated cost
	McGregor Drive	
	Speed Legend on McGregor Drive between Folsom Boulevard and Scottsman Way	$400
	Speed Lump on McGregor Drive between Scottsman Way and Alandale Way	$2,500
	Speed Lump on McGregor Drive between Dunbar Way and Berwick Way	$2,500
	Speed Legend at McGregor Drive/Campana Way intersection	$400
	Speed Lump on McGregor Drive between Byrd Drive and Sabine Way	$2,500
	Speed Lump on McGregor Drive between Viani Way and Carlos Way	$2,500
	Cordova Lane (south)	
	Speed Lump on Cordova Lane between Le Ann Drive and Alandale Way	$2,500
	Speed Legend at Cordova Lane/Berwick Way intersection	$400
	Queenwood Drive	
	Speed Hump on Queenwood Drive between Alandale Way and Gadsten Way	$2,500
	Speed Hump on Queenwood Drive between Gadsten Way and Zinfandel Drive	$2,500
	Botts Dotts at Queenwood Drive/Scottsman Way intersection	$200
	Centerline and Parking Lane Striping on Queenwood Drive from Scottsman Way and Zinfandel Lane (x feet off face of curb)	$6,510
	Gadsten Way	
	Raised Crosswalk on Gadsten Way in front of Walnutwood School (in place of existing crosswalk)	$4,000
	Botts Dotts at elbow of Gadsten Way	$200
	Don Juan Drive	
	Speed Hump on Don Juan Drive between Luveta Way and Pedro Way	$2,500
	Botts Dotts between Le Ann Drive and Luveta Way	$800
	El Manto Drive	
	Botts Dotts at elbow of El Manto Drive and Anza Way	$400
	Cervantes Drive	
	Speed Legend Cervantes Drive	$400
	Lambrusca Drive	
	Speed Legend Lambrusca Drive between Beclan Drive and Zibibba Way	$400

Preliminary Traffic Calming Measures and Cost Estimates

6-28-04
1042-1921

Rancho Cordova Pilot Plan Area

Year 1 (continued)	
Aramon Drive	
Speed Lump on Aramon Drive between Malaga Way and Chassella Way	$2,500
Speed Legend on Aramon Drive between Chassella Way and Chardonay Drive	$400
Dolecetto Drive	
Speed Hump on Dolecetto Drive between Tomolo Way and Tannat Way	$2,500
Speed Hump on Dolecetto Drive between Ribier Way and Chassella Way	$2,500
Chassella Way	
Speed Hump on Chassella Way between Pedro Way and Barbera Way	$2,500
Zinfandel Drive	
Speed Legend at Zinfandel Drive/Pedro Way intersection	$400
Speed Lump on Zinfandel Drive between Pedro Way and Barbera Way	$2,500
Speed Legend on Zinfandel Drive between Beclan Drive and Italia Way	$400
Speed Lump on Zinfandel Drive between Queenwood Drive and Sonata Drive	$2,500
Speed Legend at Zinfandel Drive/Benita Drive intersection	$400
Speed Lump on Zinfandel Drive between Rashawn Drive and Cobblestone Drive	$2,500
Speed Legend at Zinfandel Drive/Vehicle Drive intersection	$400
Treatment at Zinfandel Drive/Vehicle Drive intersection (TBD)	TBD
Vehicle Drive	
Speed Table on Vehicle Drive 600 feet north of Zinfandel Drive	$4,000
Speed Table on Vehicle Drive 600 feet south of Coloma Drive	$4,000
Coloma Road	
Speed Legend on Coloma Road between Malaga Way and Dolecetto Drive	$800
Speed Legend on Coloma Road between Heather Glen Lane and McGregor Drive	$800
Speed Legend on Coloma Road between El Manto Drive and Benita Drive	$800
SUBTOTAL - Year 1	**$64,010**

Preliminary Traffic Calming Measures and Cost Estimates

6-28-04
1042-1921

Rancho Cordova Pilot Plan Area

Year 2	Estimated cost
McGregor Drive	
Mini-Roundabout at McGregor Drive/Zinfandel Drive intersection	$15,000
Chassella Way	
Center Median Island between Aramon Drive and Malvasia Way (in front of Rancho Cordova School)	$10,000
Cordova Lane (north)	
Speed Lump on Cordova Lane between Milazzo Way and Biscay Way/Rudat Circle	$2,500
Speed Lump on Cordova Lane between Biscay Way and Viani Way	$2,500
Speed Legend at Cordova Lane/Biscay Way intersection	$400
Benita Drive	
Speed Hump on Benita Drive between Rosado Way and Mapola Way	$2,500
Raised Crosswalk on Benita Drive between Sonata Way and Pinturo Way (in place of existing crosswalk)	$4,000
Bridlewood Drive	
2-Lane Choker on Bridlewood Drive between Cobblestone Drive and Autumwind Lane	$10,000
Speed Hump on Bridlewood Drive between Filmore Lane and Filmore Lane	$2,500
2-Lane Choker on Bridlewood Drive between Kimwood Lane and Baywater Lane	$10,000
Speed Legend on Bridlewood Drive between Autumwind Lane and Winterwind Lane	$400
SUBTOTAL - Year 2	**$59,800**

Preliminary Traffic Calming Measures and Cost Estimates

6-28-04
1042-1921

Rancho Cordova Pilot Plan Area

Year 3	Estimated Cost
Cordova Lane South	
Curb Extension at existing crosswalk at Cordova Lane and Dunbar Lane	$10,000
Zinfandel Drive	
Traffic Circle at Zinfandel Drive/Cordova Lane (north)	$12,000
Traffic Circle at Zinfandel Drive/Benita Drive intersection	$12,000
Curb Extensions on Zinfandel Drive at existing crosswalk near Hirschfield Way	$10,000
Trinity Rive Drive	
Speed Lump on Trinity River Drive between Texas River Court and Rhine River Court	$2,500
Speed Lump on Trinity River Drive between Jordan River Court and Sable River Court	$2,500
Treatment to Trinity River Drive/Sunrise Boulevard intersection TBD	TBD
Coloma Road	
Offset signal at Chardonay Drive with Georgetown Drive TBD	TBD
Other Coloma Road improvements TBD	TBD
Cordova Lane (north)	
Parking Lane Striping on Cordova Lane (north) from Zinfandel Lane and Coloma Road (x feet off face of curb)	$4,200
Cordova Lane (south)	
Parking Lane Striping on Cordova Lane (south) from Folsom Boulevard to Zinfandel Drive (X feet off face of curb)	$5,040
Benita Drive	
Parking Lane Striping on Benita Drive from Zinfandel Lane and Coloma Road (x feet off face of curb)	$5,800
Bridlewood Drive	
Parking Lane Striping on Bridlewood Drive from Zinfandel Lane and Coloma Road (x feet off face of curb)	$5,440
Vehicle Drive	
Centerline and Parking Lane Striping on Vehicle Drive from Zinfandel Lane Coloma Road (x feet off face of curb)	$5,100
SUBTOTAL - Year 3	**$74,580**

Subtotal - All Groups	**$198,390**
Contingency (15%)	**$29,759**
TOTAL - Pilot Plan Area	**$228,149**

Nothing has been provided in the Agenda Packet for Item 22.

AGENDA ITEM # 22

MEMORANDUM

DATE: December 20, 2004

TO: Mayor and Council Members

FROM: Lillian Hare, HR Director/City Clerk

SUBJECT: **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDATION

That Council Member appointments for 2005 be made/confirmed for the listed boards, commissions and 2x2 meetings, including the Sacramento Metropolitan Air Quality Management District and the Sacramento-Placerville Transportation Corridor Joint Powers Authority.

BACKGROUND

Council Members currently serve on various regional boards as the appointed representatives of the City. Attached is a matrix showing the current appointees on the various boards and commissions for which the City has the opportunity for representation. Some of the boards and commissions listed require the Mayor to be the City's appointee, e.g., the City Selection Committee, Mayors and Board Chair Forum and County Criminal Justice Cabinet, others require only that the appointee be a member of the City Council.

As Mayor Cooley requested, the attached matrix was distributed to Council so that each Council Member could indicate their interest in serving on the various boards and commissions. The matrix also lists the 2x2 meetings that are currently being held and several that are desired for future organization.

In addition to the boards and commissions on which Council Members currently serve, the City has the opportunity to make two new appointments, one to the Sacramento Metropolitan Air Quality Management District and one to the Sacramento-Placerville Transportation Corridor Joint Powers Authority.

Attachments: (1) Council Member Appointments matrix
(2) Letters from SMAQMD and Sacramento-Placerville Transportation Authority
(3) Draft listing of Boards and Commissions in Sacramento County prepared by Mayors and Board Chair staff

AGENDA ITEM # 23

CITY OF RANCHO CORDOVA
Summary of Council Member Appointments
Councilmember Appointments to Regional Jurisdictions

Agency	Term	Meeting Schedule	Special Requirements or Comments	Current Appointee	Interest for 2005	Interest for 2006
City Selection Committee	Term of serving mayor	Called as needed.	Mayor serves	Budge Alternate: Cooley		
County Criminal Justice Cabinet	Term of serving mayor	2nd Thurs. of the month; 8 AM at County Courthouse	Mayor serves			
Sacramento Metropolitan Cable Television Commission	Term is determined by appointing agency	1st Thurs. of the month; 2:30 PM at County Board of Supervisors Chambers		McGarvey (Ex-officio Member) Alternate: Skoglund		
Mayors'& Board Chair Forum Collaborative	Term of serving Mayor	Meeting schedule published regularly	(Must be Mayor for Mayors' & Board Chair Forum) & Mayor plus alternate for Core Group)	Budge Alternate: Cooley		
County Sanitation District No. 1 (Meets with Regional Sanitation District)	Term is determined by appointing agency	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Skoglund Alternate: McGarvey		
Sacramento Regional County Sanitation District (Meets with County Sanitation District)	Term is determined by appointing agency	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Dan Skoglund Alternate: McGarvey		
Sacramento Transportation Authority (STA)	Term is determined by appointing agency	2nd Thurs. of the month; 1:30 PM at County Board of Sups. Chambers		Cooley Alternate: Budge		
Sacramento Area Council of Governments (SACOG)	Term is determined by the appointing agency	3rd Thurs. of the month; 9AM at SACOG offices		Budge Alternate: Cooley		
Sacramento Regional Transit District Board of Directors		2nd and 4th Monday at 7:00 p.m.		Sander Alternate: McGarvey		

Agency	Term	Meeting Schedule	Special Requirements or Comments	Current Appointee	Interest for 2005	Interest for 2006
Sacramento Metropolitan Air Quality Management District (SMAQMD)	Term is determined by the appointing agency	4th Thursday of the month at 9:30 a.m. at the Sacramento County Board of Supervisors Chambers	**City invited to have a seat on the Board of Directors. A Member and Alternate should be selected..**			
Sacramento-Placerville Transportation Corridor Joint Powers Authority		Quarterly meetings of the Board are at Folsom City Hall. Next two meetings are February 7 and May 16 at 9:00 a.m. (Staff attends the monthly meeting.)	**City invited to have a seat as a director at large. A Director and an Alternate need to be appointed.**			

2x2 Meetings (2 Council Members, 2 Members of other Agency)

Folsom Cordova Unified School District

Meeting	Attendees
Folsom Cordova Unified School District	Mayor, Vice Mayor and City Manager
Sacramento County	Mayor, Vice Mayor and City Manager
Metro Fire	Pending meeting organization
Cordova Recreation and Park District	Pending meeting organization
Elk Grove School District	Pending meeting organization

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Member Agencies: City of Folsom / County of El Dorado / County of Sacramento / Regional Transit

August 17, 2004

Mayor Linda Budge
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: SACRAMENTO - PLACERVILLE JPA
RANCHO CORDOVA REPRESENTATIVE

Dear Mayor Budge:

The Sacramento-Placerville Transportation Corridor JPA is a public entity formed in 1991 for the purpose of purchasing 53 miles of the Placerville Branch right of way from Southern Pacific (SP). Although the JPA purchased the right of way from SP in September 1996, the JPA is an ongoing agency with the purpose of preserving the corridor for transportation uses and overseeing property management. There are four member agencies of the JPA: County of El Dorado, City of Folsom, County of Sacramento, and the Sacramento Regional Transit District (RT). The JPA is funded by each member agency contributing an equal share towards an annual Operating Budget approved by the JPA Board. The JPA Board usually meets four times a year and consists of five directors, four of whom are current members of the RT District Board of Directors, Sacramento and El Dorado County Boards of Supervisors, and the Folsom City Council. A fifth director at large is selected by the four regular directors. Currently, the JPA Board does not have a director at large.

At the May 17, 2004 Board Meeting, the Board directed staff to approach the new City of Rancho Cordova to see if the City would be interested in sitting on the Board. We would like to invite the City of Rancho Cordova to have a seat on the JPA Board, via the director at large position. If the City is interested in having a seat on the JPA Board we would ask you to appoint a Director and an Alternate.

Our next Board meeting is Monday, November 15, 2004. We would appreciate that appointments be made and conveyed in writing by September 30, 2004 so that we could properly brief your representative. If you would like to discuss the JPA and this opportunity in person, Wendy Hoyt, our staff planner and I would be happy to meet with you.

Thank you for your consideration of this matter. If you have any questions or require additional information, please contact me at (916) 321-3853 or Wendy Hoyt at (916) 448-2440.

Sincerely,

John C. Segerdell
Chief Executive Officer

SACRAMENTO METROPOLITAN
AIR QUALITY
MANAGEMENT DISTRICT

Larry Greene
AIR POLLUTION CONTROL OFFICER

November 18, 2004

Ms. Linda Budge
Mayor
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Ms. Budge,

I appreciate the opportunity to meet with you to discuss Rancho Cordova appointing a council member to represent your city on the Sacramento Metropolitan Air Quality Management District (SMAQMD) Board of Directors. Following up on our October 14 meeting, attached is a sample resolution for your reference.

To clarify, the City of Rancho Cordova's resolution should:

1. State the City of Rancho Cordova's intention to have one seat on the SMAQMD Board of Directors; and
2. List the name of the council member who will be the City's initial representative; and
3. State that the City of Rancho Cordova acknowledges that their council member cannot represent your City on the SMAQMD Board until that council member is confirmed by the City Selection Committee.

In reviewing Health and Safety Code §40980, SMAQMD Legal Counsel has advised us that the incorporated cities' initial appointments should be confirmed by the City Selection Committee. Subsequent appointments of council members representing only one city, including Rancho Cordova, can then be made directly by the City, without confirmation by the City Selection Committee.

As soon as all of the new SMAQMD Board members have been nominated by their cities, SMAQMD staff will work with the clerk of the City Selection Committee to convene all of the mayors to confirm all of the nominations. We anticipate having the new SMAQMD Board seated as early in 2005 as possible.

777 12th Street, 3rd Floor ▮ Sacramento, CA 95814-1908
916/874-4800 ▮ 916/874-4899 fax
www.airquality.org

Thank you for your assistance in helping us ensure that the City of Rancho Cordova becomes a key player in meeting the region's health-based air quality standards. Please let me know when this matter will go before your City Council so that I can be present to answer any questions they may have. If we can be of further assistance please contact me at (916) 874-4802 or Jim Jester of my staff at (916) 874-4817 or jjester@airquality.org.

Sincerely,



Larry Greene
Air Pollution Control Officer

Attachment

c: Ted Gaebler, City Manager
Kathrine Pittard, SMAQMD Legal Counsel
Lynda Holt, Clerk of SMAQMD Board



Mayors & Board Chair Forum (MBCF)

Executive Management Group and Mayors & Board Chair Forum

Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, Sacramento & Sacramento County

Representation on Boards And Commissions In Sacramento County

December 2004

This list provides a summary of boards, commissions, agencies and committees that include representatives from multiple jurisdictions within the county.

Nancy Nichols, Management Analyst
(916) 390-2316
nmnichols@msn.com

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Sacramento Area Council of Governments (SACOG)

Contact Information	**Martin Tuttle, Executive Director** (916) 874-6478 Email: mtuttle@sacog.org Rochelle Tilton Clerk of the Board (916) 340-6208 Email:rtilton@sacog.org 1415 L Street, Suite 300, Sacramento, CA 95814 Phone: (916) 321-9000, Fax: (916) 321-9551 Website: www.sacog.org
Board Composition	SACOG's Board of Directors is comprised of county supervisors and city councilmembers, appointed by the member jurisdictions. Board members serve multi-year terms and may be reappointed. The chair and vice-chair, elected by voting members of SACOG, serve one-year terms. Christopher Cabaldon, Chair – City of West Sacramento Ted Gaines, Vice Chair – Placer County Ruth Asmundson – City of Davis Sherrie Blackmun – City of Colfax Linda Budge – City of Rancho Cordova Robert Chapman – City of Winters Darryl Clare – City of Galt James Cooper – City of Elk Grove Tom Cosgrove – City of Lincoln Roger Dickinson – Sacramento County Alice Dowdin – City of Auburn Rusty Dupray – El Dorado County Heather Fargo – City of Sacramento David Flory – City of Woodland Guy Fuson – Town of Loomis Michael Gomez – City of Isleton Lauren Hammond – City of Sacramento Sandra Hilliard - Yuba City Muriel Johnson – Sacramento County Kathy Lund – City of Rocklin Paul McNamara – City of Marysville

Sacramento Area Council of Governments (SACOG) – continued

Board Composition	Steve Miklos – City of Folsom Roger Niello – Sacramento County Rocky Rockholm – City of Roseville Donald Shrader – Yuba County James Shelby – City of Citrus Heights Dan Silva – Sutter County Helen Thompson – Yolo County Gary Ulman – City of Wheatland Marian Washburn – City of Placerville Mel Wilkins – City of Live Oak Jody Jones, Ex-Officio – Caltrans District 3 **Voting Structure:** Tiered structure based on board membership and population.
Meetings	3rd Thursday of Month, 9 a.m. at the SACOG offices.
Comments	Joint Powers Agreement revised July 2003

Sacramento Area Flood Control Agency Board (SACFA)

Contact Information	**Stein Buer, Executive Director** Contact: Kay Ceragioli, Clerk of the Board Email:ceragiolik@saccounty.net 1007 7th Street, 7th Floor, Sacramento, CA 95814 Phone: (916) 874-7606 Email: info@safca.org Website: www.safca.com
Board Composition	**Total Members=13** Sacramento County Board of Supervisors Sacramento City Council - 3 Members Heather Fargo Steve Cohn Ray Tretheway Sutter County Board of Supervisors- 1 Member Dan Silva American River Flood Control - 2 Members Clyde McDonald Virginia Moose Reclamation District 1000 - 2 Members David Christophel John Chase **Voting Structure:** 1 vote per member
Meetings	3rd Thursday of Month, 3 p.m. at County Board of Supervisors Chambers
Comments	Joint Powers Agreement among Counties of Sacramento and Sutter, City of Sacramento, American River Flood Control District and Reclamation District No. 1000 CA Government Code § 6500 et seq.

Sacramento Cities/County Solid Waste Advisory Committee (SWAC)

Contact Information	**Carl Hauge, Chair** Office Phone: (916) 651-9649 Email:chauge@water.ca.gov Administration Contacts: Pat Quinn, Planning Program Manager Phone: (916) 875-7082, Fax: (916) 875-6767 Email: quinnpa@saccounty.net Karen Bowman, Executive Secretary Phone: (916) 875-6846, Fax: (916) 875-6767 Email: bowmank@saccounty.net Sacramento County Department of Waste Management & Recycling 9850 Goethe Road, Sacramento CA, 95827-3561 Website: http://www.sacgreenteam.com/links/swac.htm
Board Composition	County of Sacramento Carl J. Hauge, 2004 SWAC Chair Environmental Representative William Gibson General Public Representative Evan Edgar Integrated Waste Management, Industry Representative Jerry Mayberry Integrated Waste Management, Industry Representative Rich Garmsen Recycling Business Representative City of Folsom Patrick Maxfield, 2004 SWAC Vice-Chair City of Galt Vacant

Sacramento Cities/County Solid Waste Advisory Committee (SWAC) - Continued

Board Composition	<u>City of Isleton</u> Judy Cotton <u>City of Citrus Heights</u> Donald White <u>City of Sacramento</u> Anthony DeRiggi Environmental Representative Andrea Leisy General Public Representative Mark White Integrated Waste Management, Industry Representative Jeff Donlevy Integrated Waste Management, Industry Representative Vacant Recycling Business Representative
Meetings	Tuesday of the week before SWA Board Meeting 11:30 am – 2pm at County of Sacramento Department of Water Quality, 10545 Armstrong Avenue 1st Floor Conference Room, # 170 Mather, CA
Comments	The Sacramento Cities/County Solid Waste Advisory Committee (SWAC) is an advisory panel consisting of appointed representatives from each jurisdiction in Sacramento County. The SWAC is the State-mandated Local Task Force, which meets ten times yearly to assist in coordinating waste management and recycling efforts throughout the County.

Sacramento County Adult and Aging Commission

Contact Information	**Nancy Findeisen,** President/CEO Email: nfindeisen@communitycouncil.org Community Services Planning Council 909 12th Street, Suite 200, Sacramento, CA 95814 Phone: (916) 447-7063, Fax: (916) 447-7052 Website: http://www.communitycouncil.org/level-3/aac.htm	
Board Composition	**COMMISSIONER**	**SUPERVISORIAL DISTRICT**
	Executive Committee	
	Peggy Forseth-Andrews, Chair	5
	Tessa Janian, Vice Chair	4
	Albert Blum, Member-at-Large	3
	Bettie J. Howell, Member-at-Large	2
	Barney Donnelly, Past Chair	3
	Commissioners	
	Devara Berger	3
	Mary Ann Chappelle	5
	Linda Deavens	5
	Richard Desmond, Jr.	3
	Norman Fong	2
	Martha Geraty	3
	Rosemary Jones	1
	Kelly Patterson	2
	Jim Sanford	3
	Jewell Senegal	2
	Cordia Wade	3
	Reggie Williams	3
	Ex-Officio's	**ORGANIZATION**
	Lynn Davis	County of Sacramento
	Bret Daniels	City of Citrus Heights
	Aggie Hanchey	City of Galt
	Vincene Rogers Jones	City of Sacramento
Meetings	Monthly meetings of the Adult and Aging Commission are held on the fourth Wednesday from 1:00 p.m. to 3:00 p.m. at the Senior Adult Services Building - Conference Rooms 1A/B 4875 Broadway, Sacramento	

Sacramento County Criminal Justice Cabinet

Contact Information	AnnMarie Boylan Email: BoylanAn@saccounty.net 700 H Street, Room 7650, Sacramento, CA 95814-1280 Phone: (916) 874 4627, Fax: (916) 874 5885 Website: www.co.sacramento.ca.us/criminal-justice-cabinet
Board Composition	Presiding Judge, Superior Court of California, County of Sacramento Presiding Judge, Juvenile Court, Superior Court of California, County of Sacramento Judge, Superior Court of California, County of Sacramento Executive Officer, Superior Court of California, County of Sacramento Sheriff District Attorney Public Defender Chief Probation Officer Mayor of Citrus Heights Mayor of Elk Grove Mayor of Folsom Mayor of Galt Mayor of Isleton Mayor of Rancho Cordova Mayor of Sacramento Chief of Police, City of Sacramento Member, Board of Supervisors County Executive Sacramento City Manager Administrator, Countywide Services Agency Director, Department of Health and Human Services Director, Department of Human Assistance County Superintendent of Schools California Legislative Delegation for Sacramento, ex officio
Meetings	Meeting frequency: Full cabinet meets quarterly and the Executive Committee meets both of the two months in between on the 2nd Thursday of the month Time: 8:00 – 10:00 am, Place: Downtown Court house, Department 46. =Mayors do not participate in Executive Session, only full cabinet
Comments	Authority for Formation: 1992 by Sac City Council and Sac County Board of Supervisors

Sacramento County Sanitation District # 1 (CSD-1)

Contact Information	**Robert Shanks,District Engineer** 10545 Armstrong Ave, Suite 101, Mather, CA 95655 Phone: (916) 876-6105, Fax: (916) 876-6160 Website: www.csd-1.com
Board Composition	**Total Members: 12** Sacramento County Board of Supervisors Roger Dickinson Illa Collin Muriel Johnson Roger Niello Don Nottoli City of Citrus Heights Jeanne Bruins City of Elk Grove Sophia Scherman City of Folsom Kerri Howell City of Rancho Cordova Dan Skoglund City of Sacramento Heather Fargo **Voting Structure:** 1 vote per member
Meetings	2nd and 4th Wednesday of the month, 9:30 am at the Sacramento County Board of Supervisors Chambers
Comments	Authority for Formation: Health & Safety Code § 4730.

Sacramento Employment & Training Agency (SETA)

Contact Information	**Kathy Kossick, Executive Director** Email: KATHY@delpaso.seta.net 925 Del Paso Blvd, Sacramento, CA 95815 Phone (916) 263-3800, Fax: (916) 263-3825 Website: www.seta.net
Board Composition	The Governing Board shall consist of five members, each serving in an individual capacity as a member of the Governing Board. Two members shall be appointed by the Board of Supervisors of the County of Sacramento, and two members shall be appointed by the City Council of the City of Sacramento, and one member shall be jointly appointed by the Board and Council. Members shall be appointed in November of even numbered calendar years. County of Sacramento Don Notoli, Board of Supervisors Ila Collin, Board of Supervisors (Vice Chair) City of Sacramento Robbie Waters, Councilmember (Chair) Bonnie Pannel, Councilmember Jointly Appointed Public Representative Sophia Scherman, City of Elk Grove
Meetings	Meetings of the SETA Governing Board are held on the first and third Thursdays of each month at 10:00 a.m in the SETA Board Room.
Comments	Authority for Formation: Joint Powers Agreement among the County and City of Sacramento

Sacramento Environmental Commission (SEC)

Contact Information	**Mel Knight, Director** County of Sacramento Environmental Management Dept. Direct Line (916) 875-8444 Email: knightm@saccounty.net Linda Jimenez, Executive Secretary Direct Line: (916) 875-8582 Email: jiminezl@saccounty.net 8475 Jackson Rd, Suite 200, Sacramento, CA 95826 Phone: (916) 875-8582, Fax: (916) 875-8588 Website: http://www.emd.saccounty.net/sec.html
Board Composition	5 appointed by the County of Sacramento: Krista Clark Mike Fallon, (Vice Chair) William Gibson Marjorie M. Namba Vacant 1 appointed by the cities of Folsom, Isleton and Galt: Vacant 3 appointed by the City of Sacramento: Whitney C. Henderson Frederick Tornatore(Chair) Vacant **Voting Structure:** 1 vote per member
Meetings	Meetings are held the 4th Monday of each month.
Comments	Authority for Formation: Sacramento County Code Chapter 2.135

Sacramento Local Area Formation Commission (LAFCO)

Contact Information	**Peter Brundage,** Executive Officer (916) 874-6478 Email: Peter.Brundage@SacLAFCo.org Marilyn Flemmer, Commission Clerk Email: Marilyn.Flemmer@SacLAFCo.org 1112 I Street, Suite 100, Sacramento, CA 95814 Phone: (916) 874-6458, Fax: (916) 874-2939 Website: www.saclafco.org
Board Composition	**Commissioners** **Christopher Tooker** Public Member May, 2006 **Sophia Scherman** City Member May, 2008 **Lauren Hammond** City of Sacramento Member May, 2007 **Elliot Mulberg** Special District Member May, 2005 **Charles T. Rose** Special District Member May, 2007 **Muriel Johnson** County of Sacramento May, 2005 **Illa Collin** County of Sacramento May, 2006 **Alternate Commissioners** **John W. Jachens** Public Member Alternate May, 2006 **Steve Miklos** City Member Alternate May, 2007 **Jimmie Yee** City of Sacramento Alternate May, 2008 **Gay Jones** Special District Alternate May, 2005 **Gay Jones** Special District Alternate May, 2005 **Don Nottoli** County Alternate May, 2005 **Don Nottoli** County Alternate May, 2005
Meetings	First Wednesday of the month, 5:30pm at the Sacramento County Board of Supervisors Chambers.
Comments	Authority for Formation: Government Code § 56326.5. City Members nominated by the City Selection Committee convened by the Clerk of the Board of Supervisors

Sacramento Metropolitan Air Quality Management District (SMAQMD)

Contact Information	**Larry Greene, Air Pollution Control Officer** Direct Line: (916) 874-4802 Email: lgreene@airquality.org Lynda Holt, Executive Secretary and Clerk for Board of Directors Direct Line: (916) 874-4803 Email: lholt@airquality.org 777 12th Street, 3rd Floor, Sacramento, CA 95814 Phone: (916) 874-4800, Fax: (916) 874-4899 Website: http://www.airquality.org/
Board Composition	The Sacramento Metropolitan Air Quality Management District Board of Directors is composed of all five members of the Sacramento County Board of Supervisors, three members of the City Council of the City of Sacramento and one member from one of the City Councils of the City of Folsom or the City of Galt or the City of Isleton. **Total Members = 9** Sacramento County Board of Supervisors Sacramento City Council -3 Members Lauren Hammond Sandy Sheedy Dave Jones Folsom/Isleton, Galt - 1 Member Jeff Starsky, Folsom City Council **Voting Structure:** 1 vote per member
Meetings	The Board typically meets on the fourth Thursday of the month at 9:30 A.M. Closed sessions are typically held immediately following the regular meeting at Sacramento County Board of Supervisors Chambers
Comments	Authority for Formation: Health & Safety Code § 40100.5A Chapter 2 et seq. Efforts to expand the Board to include Citrus Heights, Elk Grove and Rancho Cordova are underway.

Sacramento Metropolitan Arts Commission (SMAC)

Contact Information	Sacramento Metropolitan Arts Commission 2030 Del Paso Blvd, Sacramento, CA 95815 Tel. (916) 566-3992, Fax (916) 566-3996 Email: smac@cityofsacramento.org
Board Composition	Appointed by the County of Sacramento: Daphne Gawthrop, Chair Nan Mahon John Wong Linda Merksamer Margret (Margi) T. Park-Landau Appointed by the County of Sacramento to represent the cities of Folsom, Isleton and Galt: Neill SooHoo Appointed by the City of Sacramento: Jan Geiger Donald Sronce K. Joanna De La Cuesta Patti Miller Jennifer Tachera
Meetings	Third Wednesday of each month at the SMAC Office
Comments	Candidate to represent the cities Folsom, Isleton and Galt is nominated by the Mayors Selection Committee

Sacramento Metropolitan Cable Television Commission (CTC)

Contact Information	**Rich Esposto, Executive Director** 901 H Street, Room 206, Sacramento, CA 95814 Administration Phone: (916) 874-6662, Fax: (916) 447-1450 Cable TV Consumer Assistance Phone: (916) 874-6661 Metro Cable Government Meeting Channel Phone: (916) 874-7685, Fax: (916) 441-0148 Email: sacmetro@saccounty.net Website: www.sacmetrocable.tv
Board Composition	**Total Members: 11** Sacramento County Board of Supervisors – 5 Members Sacramento City Council -3 Members Council Member Dave Jones Council Member Robbie Waters Council Member Jimmie Yee Citrus Heights City Council – 1 Member: Council Member Jeff Slowey Elk Grove City Council – 1 Member Council Member Michael Leary Appointed representative for the Rancho Cordova, Folsom and Galt City Councils – 1 Member Folsom City Council Member Andy Morin (Ex-Officio member, Rancho Cordova City Council Member Robert McGarvey)
Meetings	First Thursday of the month at 2:30pm at the Sacramento County Board of Supervisors Chambers
Comments	Authority for Formation: Joint Powers Agreement among the County of Sacramento and Cities of Folsom, Galt,Sacramento, Citrus Heights, Elk Grove and Rancho Cordova

Sacramento Regional County Sanitation District (SRCSD)

Contact Information	**Robert Shanks,District Engineer** 10545 Armstrong Ave, Suite 101, Mather, CA 95655 Phone: (916) 876-6105, Fax: (916) 876-6160 Website: www.srcsd.com
Board Composition	**Total Members: 12 (increases to 15 members effective January 1, 2005)** Sacramento County Board of Supervisors Roger Dickinson Illa Collin Muriel Johnson Roger Niello Don Nottoli City of Citrus Heights Jeanne Bruins City of Elk Grove Sophia Scherman City of Folsom Kerri Howell City of Rancho Cordova Dan Skoglund City of Sacramento Heather Fargo Increases to four members effective 1/1/05 City of West Sacramento Christopher Cabaldon County of Yolo Mike McGowan **Voting Structure:** 1 vote per member
Meetings	2nd and 4th Wednesday of the month, 9:30 am at the Sacramento County Board of Supervisors Chambers
Comments	Authority for Formation: Health & Safety Code § 4730 SB 1663 becomes effective in January 2005, and will change the composition of the Sacramento Regional Sanitation District Board. The Sacramento County Sanitation District Board will remain the same.

Sacramento Regional Solid Waste Authority (SWA)

Contact Information	Pat Quinn, Planning Program Manager Phone: (916) 875-7082, Fax: (916) 875-6767 Email: quinnpa@saccounty.net Karen Bowman, Executive Secretary Phone: (916) 875-6846, Fax: (916) 875-6767 Email: bowmank@saccounty.net Sacramento County Department of Waste Management & Recycling 9850 Goethe Road, Sacramento CA, 95827-3561 Website: http://www.sacgreenteam.com/links/swa.htm	
Board Composition	Roger Niello, Chair (2004)	Sacramento County Board of Supervisors District 4
	Sandy Sheedy, Vice Chair (2004)	Sacramento City Council Member District 2
	Illa Collin	Sacramento County Board of Supervisors District 2
	Bret Daniels	Citrus Heights City Council Member
	Roger Dickinson	Sacramento County Board of Supervisors District 1
	Lauren Hammond	Sacramento City Council Member District 5
	Muriel P. Johnson	Sacramento County Board of Supervisors District 3

Sacramento Regional Solid Waste Authority (SWA) -Continued

Board Composition	Dave Jones — Sacramento City Council Member District 6 Don Nottoli — Sacramento County Board of Supervisors District 5 Cheryl Creson — Chief Administrative Officer David A. Pelser — General Manager/Engineer
Meetings	Board meets on the second Thursday of the month at 3pm at the Sacramento County Board of Supervisors Chambers
Comments	The Sacramento Regional Solid Waste Authority (SWA) is a joint powers authority of Sacramento County and the cities of Sacramento and Citrus Heights. The SWA Board of Directors consists of elected officials from the County and the member cities.

Sacramento Regional Transit District (RTD)

Contact Information	**Beverly Scott, General Manager** Email: bscott@sacrt.com Michelle Oberdick, Executive Assistant Email: moberdick@sacrt.com Administrative Office 1400 29th Street (at N Street), Sacramento, CA 95816 Phone: (916) 321-2800, Fax: (916) 444-2156 Mailing Address PO Box 2110, Sacramento, CA 95812-2110 Website: www.sacrt.com
Board Composition	**Total Members = 8** Sacramento City Council - 4 Members Steve Cohn Vacant Ray Tretheway Bonnie Pannell County Board of Supervisors - 3 Members Roger Dickinson Don Nottoli Vacant City of Rancho Cordova – 1 member David Sander **Voting Structure:** 1 vote per member
Meetings	2nd and 4th Mondays, 6:30pm at the RT Auditorium
Comments	Authority for Formation: Public Utilities Code § 102000

Sacramento Transportation Authority (STA)

Contact Information	**Brian Williams, Executive Director** Direct Line: (916) 323-0895 Email: brian@sta.sacramento.ca.us Gloria Myers, Assistant Email: Gloria@sta.sacramento.ca.us 901 F Street, Suite 210, Sacramento, CA 95814 Phone: (916) 323-0080, Fax: (916) 323-0850 Website: www.sta.sacramento.ca.us
Board Composition	The STA Governing Board consists of fourteen members: Sacramento County Board of Supervisors Illa Collin Roger Dickinson Muriel Johnson Roger Niello Don Nottoli (Chair) 4 members of the Sacramento City Council Ray Thretheway Heather Fargo Lauren Hammond Bonnie Pannell 1 member of the Citrus Heights City Council James Shelby 1 member of the Elk Grove City Council Dan Briggs (Vice-Chair) 1 member of the Folsom City Council Andy Morin 1 member representing the Cities of Galt and Isleton Darryl Clare, Galt Councilman 1 member of the Rancho Cordova City Council Ken Cooley

	Alternates for the STA Governing Board are: Linda Budge, Rancho Cordova Councilwoman (for Ken Cooley) B. Teri Burns (for Roger Dickinson) Kerri Howell Folsom Councilwoman (for Andy Morin) Virginia Moose (for Illa Collin) Sophia Scherman, Elk Grove Councilwoman (for Dan Briggs) Randy Shelton, Galt Councilman (for Darryl Clare) Jeff Slowey, Citrus Heights Councilman (for James Shelby) Jimmie Yee, Sacramento Councilman (for Sacramento Council members)
Meetings	The STA Governing Board normally meets on the second Thursday of every month at 700 H Street, Suite 1450 (the Sacramento County Board of Supervisors Chamber in downtown Sacramento) at 1:30 p.m.
Comments	Authority for Formation: Public Utilities Code § 4730 Composition revised by Resolution 2003-1182 passed by the Sacramento County Board of Supervisors on October 21, 2003 and subsequently approved by each City Council. Additions to board due to population changes are also addressed in the resolution.

Sacramento-Yolo Mosquito and Vector Control District

Contact Information	**David Brown, Manager** Email: dabrown@Sac-yolomvcd.com 8631 Bond Road, Elk Grove, CA. 95624 Phone (916) 685-1022, Fax (916) 685-5464 Website: www.sac-yolomvcd.com
Board Composition	The district is governed by a twelve member Board of Trustees appointed by each county and incorporated cities in its jurisdiction: Vern C. Bruhn, City of Winters Craig R. Burnett, City of Folsom Rosemarie Butler, City of Isleton Robert Biederman, City of Galt Raul DeAnda, City of West Sacramento John L. Lewallen, Sacramento County Dave Tamayo, City of Sacramento Michael Parrella, Yolo County Neal Peart, City of Woodland Robert K. Washino, City of Davis Jack Whitfield, City of Citrus Heights Lyndon Hawkins, City of Elk Grove
Meetings	The board meets on the third Tuesday of the month, at 1:15 pm in the Board room at the District office
Comments	Authority for formation: "Mosquito abatement Act" (now incorporated into the State Health and Safety Code, Chapter 5 of Division 3)

Mayors and Board Chair Forum (MBCF)

Contact Information	Nancy Nichols, Management Analyst (Contractor) 8159 Shadowood Ct., Granite Bay, CA 95746 Phone: (916) 390-2316, Fax: (916) 791-2172 Email: nmnichols@msn.com
Board Composition	The Mayors and Board Chair Forum is a countywide collaborative composed of the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, Sacramento & Sacramento County.

Executive Management Group

Meetings	Meetings are held every other month from Noon to 4 pm on the third Thursday. Participants include City Managers and the County Executive.
Comments	Conference calls are scheduled for months without "face to face" meetings

Mayors and Board Chair Forum

Meetings	Meetings are held at least once a year and are usually business meetings followed by a social function. This meeting is hosted and chaired by one of the member jurisdictions. Participants include Mayors, the Board Chair, City and County Executives
Comments	Usually all City Council members and Supervisors and are invited to the Reception and Dinner following the MBCF Forum meeting.

Core Group

Meetings	Consists of 2 elected officials and an executive from each jurisdiction (usually Mayor and Vice Mayor or Mayor Pro-Tem, Board Chair and past Board Chair, City Managers and County Executive).
Comments	These are decision-making meetings that are facilitated by an outside consultant and scheduled to address a specific issue.

Mayors Selection Committee

Contact Information	Nancy Nichols, Management Analyst (Contractor) 8159 Shadowood Ct., Granite Bay, CA 95746 Phone: (916) 390-2316, Fax: (916) 791-2172 Email: nmnichols@msn.com
Board Composition	Mayors of jurisdictions making appointments or recommendations for shared seats. Participants vary depending on the combination of jurisdictions represented.
Meetings	Scheduled as needed to make appointments to shared seats on Regional Boards and Commissions
Comments	These meetings are usually scheduled in conjunction with Mayors and Board Chair Forum or Core Group meetings.