REGULAR CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC

Council Chambers
3121 Gold Canal Drive, Rancho Cordova, California

Monday, November 7, 2005

4:00 p.m. – Study Session
5:30 p.m. – Regular Meeting

AGENDA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Ken Cooley, Mayor

Robert J. McGarvey, Vice Mayor

Linda Budge, Council Member

David M. Sander, Council Member

Dan Skoglund, Council Member

MAKING YOUR POINT – MAKING IT COUNT

Government decision-making takes time—time for public input, time for analysis, and time for weighing both sides of the issue before making an informed decision.

People sometimes complain that the process takes too long, delay progress, costs extra money and is frustrating for discussion participants. Others say that the process doesn't give people enough time to comment and that decisions are made too quickly without enough consideration for all sides of the issue.

The foundation for democracy in America is our constitutional right to tell our elected leaders what we think about issues that affect us. This right is enjoyed by all citizens, regardless of education, background, or experience. Rancho Cordova leaders welcome you to public meetings and encourage you to participate in discussions that affect you.



The way you present your message at the podium can help or hurt your ability to persuade your audience. It can either facilitate or obstruct the public participation process. Whether you are an experienced public speaker or speaking at the podium for the first time, it may be helpful to remember these public meeting tips:

- Identify your main points. Writing them down will help you organize your thoughts and remember them when you're at the podium.
- Check your facts. Accuracy improves your credibility and helps you make a positive impression.
- Handouts summarizing your position may be distributed to policy makers and staff before or after your presentation. Busy leaders appreciate clear, concise information (one or two pages) that helps them identify your key points and remember your presentation.
- Don't be nervous. If you are, don't apologize for it. Public Officials see many citizens who are nervous when speaking in front of an audience. It may help to take a deep breath and exhale slowly just before you approach the podium.
- As you begin to speak, state your name and address clearly for the record. If you represent a group or organization, please state that information as well.
- Make your position known at the beginning, then present supporting information. You will sound organized, which helps people to understand your position.
- Keep your presentation short and simple. Attention spans are brief and people will remember a short presentation better than they will one that rambles and includes too much information.
- Don't repeat yourself. It uses valuable time and people tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Be cautious about using humor which is very subjective. While some may laugh, others may be offended.
- Persuade, don't badger your audience. Compelling presentations can be very persuasive to both policy makers and public meeting audiences; however, insulting or degrading language can make you appear belligerent, reducing your credibility as well as the power of your message.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'no' on this ordinance."

Rancho Cordova City leaders appreciate your interest in issues that affect the community. We hope these tips will help you prepare and present your remarks so they will be clear, concise, accurate and credible. If you follow these guidelines, your audience is likely to listen, pay attention, and maybe even agree with you!

Rancho Cordova City government is not the City Council, City staff or Rancho Cordova citizens – it's all of us working together to understand each others' opinions so we can make the best decisions for our community.

THANK YOU FOR PARTICIPATING!

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

City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

Monday, November 7, 2005

4:00 P.M. – Study Session
5:30 P.M. – Regular Meeting

AGENDA

STUDY SESSION

Call to Order

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

Public Comment

1. Public Comment

   At a study session or special meeting, citizens wishing to address the Council for **any matter on the agenda may do so at this time by completing and submitting a (blue) Speaker Card to the City Clerk. The Mayor will call you to the podium at this point on the agenda**. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any unagendized item. **All speakers are encouraged to keep your comments to three minutes or less and to state your name and community of residence**.

Study Session Item

2. **Subject:** Transportation Impact Fee Workshop - The purpose of the workshop is to respond to outstanding inquiries from the City Council, the BIA and Chamber of Commerce regarding the Nexus Study methodology and fee implementation. The workshop will also include discussion of policies related to infill, rate alternatives and non residential rate adjustments for economic development reasons.
   Recommendation: No action required.

REGULAR MEETING

Call to Order

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

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

3. Pastor Steve Curran, Mayhew Community Baptist Church, will give the invocation.

CONSENT CALENDAR – ROLL CALL VOTE

4. **Subject:** Minutes of City Council Regular Meeting of October 3, 2005
   Recommendation: Adopt Minutes.

5. **Subject:** Resolution for Adoption of Greenprint Initiative.
   Recommendation: Adopt Resolution No. 139-2005.

6. **Subject:** Second Reading of Ordinance No. 26-2005 Levying a Special Tax Within Sunridge North Douglas Community Facilities District No. 2005-1.
   Recommendation: Waive second reading and adopt Ordinance No. 26-2005. **(Roll Call Vote)**

7. **Subject:** Second Reading of Ordinance No. 18-2005 Amending Rancho Cordova Municipal Code Chapter 9.28, "Curfew".
   Recommendation: Waive second reading and adopt Ordinance No. 18-2005. **(Roll Call Vote)**

8. **Subject:** Adoption of Redevelopment Project Area Preliminary Plan, Selection of Project Area Boundary and Project Area Legal Description.
   Recommendation: Adopt Resolution No. 145-2005.

9. **Subject:** Rejection of Bids for Telephone System at New City Hall
   Recommendation: Adopt Resolution No. 142-2005.

10. **Subject:** Awarding Contract to the Lowest Responsive Bidder New West Partitions for Metal Stud Framing and Drywall for the New City Hall.
    Recommendation: Award contract to New West Partitions.

11. **Subject:** Awarding Contract to the Lowest Responsive Bidder Robert Simas Floor Company for Carpet and Resilient Flooring Trade for the New City Hall.
    Recommendation: Award contract to Robert Simas Floor Company.

12. **Subject:** Second Amendment to Existing Contract Between the City and ACCO Engineered Systems for Heating Ventilation and Air Conditioning Trade for the New City Hall.
    Recommendation: Approve contract amendment #2 to ACCO Engineered Systems.

13. **Subject:** First Amendment to Existing Contract Between the City and CH&D Architects for Architectural Services and Limited Structural Engineering Consultant for the New City Hall.
Recommendation: Approve contract amendment #1 to CH&D Architects.

CONSENT PUBLIC HEARINGS

14. **Subject:** Target Store Remodel – RC-05-150 – Design Review Amendment and Special Review of Parking- A 5,567 SF Addition to a Previously-Approved Design Review.
Recommendation: Adopt Resolution No. 136-2005 approving the modification to the Target Remodel Project, thereby adding 5,567 square feet of retail space and the reduction of 52 parking spaces, subject to the Findings and Conditions of Approval.

15. **Subject:** Mather GET - RC-05-194 – Conditional Use Permit/Design Review for Construction of a Combined Water Treatment Facility at an Undeveloped Site Located at 10699 North Mather Boulevard.
Recommendation: Adopt Resolution No. 138-2005.

16. **Subject** Adoption of the Final Draft Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element AB 939 Planning Documents, and Negative Declaration/ Initial Study for the Source Reduction and Recycling Element and Household Hazardous Waste Element.
Recommendation: Adopt the final draft SRRE, HHWE and NDFE and adopt Resolution No. 143-2005 adopting the the CEQA Negative Declaration/Initial Study.

ORAL COMMUNICATIONS

17. **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 Card 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

18. **Subject:** Mills Shopping Center Design Review (**Continued from October 17, 2005.**).
Recommendation: Due to lack of submittal of required materials by the applicant, staff recommends this item be continued to the City Council meeting of November 21, 2005.

19. **Subject:** An Urgency Ordinance Adopting a Permanent Citywide Transportation Impact Fee and Approving the Nexus Study, and Urgency Resolution Imposing Transportation Impact Fees on New Development in the City.

Recommendation: Adopt Urgency Ordinance No. 24-2005 Adopting a permanent Citywide Transportation Impact Fee, and Urgency Resolution No. 127-2005, establishing the amount of the Transportation Impact Fees. **(Roll Call Vote)**

20. **Subject:** Resolution to Extend Interim Transportation Impact Fee.
Recommendation: Adopt Resolution No. 135-2005 extending an Interim Transportation Impact Fee for 30 days.

21. **Subject:** Mining Policy Fee Ordinance
Recommendation: Continue to December 5, 2005 meeting.

22. **Subject:** Resolution Creating a Transit-Related Services Special Tax Area in Newly Developing Areas to Provide Financing for Transit-Related Services.
Recommendation: Adopt Resolution No. 141-2005 Creating the Transit-Related Services Special Tax Area and Indicating Intent to Impose the Tax on New Development.

*7:00 PM BREAK

23. **Subject:** Gold Canal – RC-05-181 – Design Review for Two Office Buildings on a 2.36 Acre Site on the East Side of Gold Canal Drive, North of White Rock Road Adjacent Parcels on Gold Canal Drive.
Recommendation: Adopt Resolution No. 137-2005 approving Design Review for Project No. RC-05-181, for the construction of the Gold Canal Office Buildings located on Gold Canal Drive, subject to the Design Package and Conditions of Approval.

24. **Subject:** Ordinance Amending Ordinance No. 18-2003 Changing the Functions of "Zoning Administrator" to "Planning Director" for Certain Administrative Approvals. The Planning Director Would be Able to Approve Minor Projects With or Without the Hearings, as Provided in the Zoning Code.
Recommendation: Continue this item to the City Council meeting of November 21, 2005.

25. **Subject:** Zoning Code Amendments Regarding Screening of Trash Containers and Mechanical Equipment.
Recommendation: Waive first reading and introduce Ordinance No. 27-2005. **(Roll Call Vote)**

REGULAR CALENDAR

26. **Subject:** Resolution Approving the Application for Grant Funding from the California Office of Traffic Safety to Fund Traffic Enforcement Officer.
Recommendation: Adopt Resolution No. 144-2005.

27. **Subject:** Ordinance Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises (**Continued from October 17, 2005**) and Resolution Authorizing the City Manager to Execute Non-Exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements.
Recommendation: Waive first reading and introduce Ordinance No. 22-2005. **(Roll Call Vote)** and adopt Resolution No. 140-2005.

28. **Subject:** Ordinance Amending Section 16.18.401 of the Rancho Cordova Municipal Code Relating to the Identification of Public Nuisances.
Recommendation: Waive first reading and introduce Ordinance No. 25-2005. **(Roll Call Vote)**

29. **Subject:** Quarterly Financial Report
Recommendation: Receive and file report.

CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

30. Planning Department

31. Police Communication and 911 and Non-Emergency Response System Used by the Rancho Cordova Police Department

CLOSED SESSION

Adjourn to Closed Session for the Following Purpose:

32. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Government Code Section 54956.9 (b) (one case).

33. Conference with Legal Counsel Existing Litigation Government Code Section 54956.9 – City of Rancho Cordova v. 99 Cent Store.

Reports from Closed Session

ADJOURNMENT

***Upcoming Meeting Dates*:**

Wednesday, November 9, 2005	***6:30 p.m. – Joint Study Session with Cordova Recreation and Park District***
Thursday, November 10, 2005	***6:30 p.m. – Redevelopment Community Meeting at Mills Middle School***

Monday, November 14, 2005	***5:30 p.m. – Study Session – Town Hall Meeting on Folsom Boulevard***
Tuesday and Wednesday, November 15-16, 2005	***Study Session – Annual Council Strategic Planning Session***
Monday, November 21, 2005	***5:30 p.m. – Regular Meeting***
Tuesday, November 29, 2005	***5:30 p.m. – Study Session – Traffic Phasing Study & Development Sequence***

Tonight's meeting of the Rancho Cordova City Council/CRA/RCFC is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. It will be webcast at www.sacmetrocable.tv. 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 November 7, 2005 Special & Regular Meeting of the Rancho Cordova City Council was posted on November 3, 2005 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 3rd day of November 2005 at Rancho Cordova, California.

Carolyn Butler, Deputy City Clerk

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

City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

MINUTES

Monday, October 3, 2005

5:30 P.M. – Regular Meeting

REGULAR MEETING

Call to Order

Mayor Cooley called the meeting to order at 5:38 p.m.

Present: Council Members Budge, McGarvey, Skoglund & Mayor Cooley; Council Member Sander joined the meeting at 7:10 p.m.

Staff Present: Gaebler, Hare, Lindgren, Abhar, Butler, Haven, Junker, Rocket, Sparkman

Pledge of Allegiance

Rob Kerth led the Pledge.

Invocation

1. Reverend Jim Boyd, Sun River Church, gave the invocation.

Presentations

2. Bonita Roznos, Campus Director, Rancho Cordova San Joaquin Valley College, gave a presentation on the College.

3. Ken Hough, Sacramento Area Council of Governments, presented a briefing on the Metropolitan Transportation Plan.

4. Executive Project Leader Rob Kerth gave a presentation on the Sacramento Tree Foundation Greenprint (Regional Urban Forest Initiative).

   Council Member Budge requested that an item come back on the next agenda to take action to adopt a resolution in support of Greenprint and that Public Works Director Cyrus Abhar be the initial liaison to the Foundation.

AGENDA ITEM # 4

Added Presentation:

Ross Johnson made a special presentation to the Council on behalf of his son Major Mark Johnson, of a flag flown during combat missions in Iraq. He expressed thanks for the on-going support of the City of Rancho Cordova. Mayor Cooley said the flag presented is going to fly over this building for a month and then the new City Hall in January.

CONSENT CALENDAR – ROLL CALL VOTE

ACTION: Motion by Budge second by Skoglund and carried by 4-0 roll call vote (Council Member Sander absent), the Consent Calendar was approved.

5. **Subject:** Second Reading of Ordinance No. 21-2005 Amending Rancho Cordova Municipal Code Chapter 2.30 Regarding Establishment and Functions of Planning Commission
   Recommendation: Waive second reading and adopt Ordinance No. 21-2005. **(Roll Call Vote)**

6. **Subject:** Authorization to Waive Bid Requirements for Purchase of Animal Services Vehicles and Equipment
   Recommendation: Adopt Resolution No. 123-2005 to waive the competitive bid process and authorize City staff to negotiate purchases of animal services vehicles and equipment.

ORAL COMMUNICATIONS

7. **Public Comment**

The following individuals addressed the Council:

- Walt Myers, addressed the Council as a resident of Rancho Cordova. He requested to know where he can find the costs and the completion date for the construction of City Hall. He requested that a Council Member call the County regarding graffiti abatement. Public Works Director Cyrus Abhar requested that individuals please call the Public Works Department regarding graffiti.

- Dick Shearly, addressed the Council as a resident of Rancho Cordova, regarding the lack of sidewalks on Chassella. He said he lives on Chassella between Pedro and Barbera.

- Dennis Dunn, addressed the Council as a resident of Rancho Cordova, about the Air Quality and Transportation Collaborative on which he served as a City representative.

PUBLIC HEARINGS

8. **Subject:** Proposed Transportation Impact Fee
   Recommendation: Provide direction to staff as deemed appropriate.

Mayor Cooley opened the public hearing.

Speakers:

- Rex Albright, Chamber of Commerce Executive Director, addressed the Council and said they need to be careful in setting fees and take into consideration what the market will bear. He requested more time (two weeks) for completion of an economic strategy.

- Ardie Zahedahni, of the Building Industry Association, said the BIA feels rates should be uniform across the board.

Mayor Cooley closed the public hearing.

No action was requested or taken. This item is scheduled for the October 17 City Council meeting.

9. **Subject:** Adoption of the Preliminary Plan for the Proposed Rancho Cordova Redevelopment Project and Selection of the Project Area Boundary
Recommendation: Adopt Resolution No. 124-2005 approving the Preliminary Plan for the Proposed Rancho Cordova Redevelopment Project and selecting the proposed Project Area Boundary.

Mayor Cooley opened the public hearing.

Speakers:

- Teresa, a resident of the Cordova Meadows area, asked whether homes on both sides of the street are included in the Plan. She also asked if there is a sunset date in the Plan. Jim Carne, Housing Consultant said that both sides of the street were included in the Plan. Curt Haven, Economic Development Director, said that the Plan does not have a sunset date.

Mayor Cooley closed the public hearing.

ACTION: Motion by Budge second by McGarvey and carried unanimously, the Council adopted Resolution No. 124-2005 approving the Preliminary Plan for the Proposed Rancho Cordova Redevelopment Project and selecting the proposed Project Area Boundary.

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REGULAR CALENDAR

Mayor Cooley reordered the agenda to hear Item 11 before Item 10.

11. **Subject:** Sacramento County Needle Sales Program
Recommendation: Determine a City position in support or opposition of the Needle Sales Program.

Dr. Glenna Trochet addressed the Council in support of the Sacramento County Needle Sales Program.

Speakers:

- Rebecca Sloan and her son Zach addressed the Council in opposition to the Sacramento County Needle Sales Program unless an exchange program is a part of the program.

- Leslie Benson, a resident of Sacramento City and County, said she had Hepatitis C and was a recovered drug user. She said she was in support of the program.

- Lori Kennedy, a resident of Rancho Cordova, spoke in opposition to the program. She said her son picked up a dirty needle in Lincoln Village Park.

- Paul Laubacher., spoke in opposition to the program.

- Matt Cummings, of Rancho Cordova, spoke in opposition to the program.

- Carla Lowe, a resident of Carmichael, spoke in opposition to the program.

- Conrade Mayer, a resident of Rancho Cordova, said he opposed this program.

ACTION: Motion by Budge second by Skoglund and unanimously carried, the Council directed staff to communicate a clear message to the Sacramento County Board of Supervisors that the City doesn't wish to be a part of this demonstration program and encourages the Board of Supervisors to deny countywide participation; further, the City Council determined that if the Board approves the program, the City shall discourage any pharmacist in the City from participating by sending a letter communicating the City's disapproval of needle sales without a prescription.

Mayor Cooley said that any letter to the County should acknowledge the City's appreciation of Dr. Trochet's presentation to the Council.

10. **Subject:** Folsom Boulevard Revitalization – Review of Scope and Work Authorization
Recommendation: Authorize staff to proceed with Folsom Boulevard planning efforts with scope revisions as determined appropriate.

ACTION: Motion by Sander second by Budge and unanimously carried, the Council authorized staff to proceed with the Folsom Boulevard planning efforts with scope revisions as determined appropriate.

12. **Subject:** Presentation on South Sacramento County Habitat Conservation Plan
Recommendation: Provide direction to staff for continuing participation in the South Sacramento County Habitat Conservation Plan process; no action required.

Speakers:

- John Hopkins spoke in support of the staff recommendation and spoke about the goal of Regional 404 permitting.

- Ardie Zahedahni spoke in support of the staff recommendation.

ACTION: Motion by Budge second by McGarvey and unanimously carried, the Council approved the staff recommendation to continue participation in the South Sacramento County Habitat Conservation Plan process.

CORRESPONDENCE

None

COUNCIL REPORTS

None

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Sander requested a comprehensive Code Enforcement Plan, which will include addressing excessive concrete in front yards.

CITY MANAGER'S REPORT

None

ADJOURNMENT

The meeting adjourned at 11:52 p.m.

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Lillian E. Hare, City Clerk

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: Adoption of Greenprint Initiative

RECOMMENDATION

Staff recommends the Council approve the Resolution adopting of the Greenprint Initiative, appoint Director of Public Works or his designee, as the representative to the implementation process, approve in concept to support the Greenprint Clearinghouse and implementation of the Greenprint in the City of Rancho Cordova.

BACKGROUND AND SUMMARY

Our region is remarkably well suited to capture the benefits of trees. Our hot summers and cool winters enable us to maximize the benefits of shade trees in energy savings, air quality improvement, storm water runoff retention, and community enhancement.

The Greenprint generally commits the City of Rancho Cordova to reach an average 35% tree canopy through incremental steps of improvement over the next several decades. The investment in this asset will pay back ten fold or more over time.

The purpose of the Greenprint is to guide cities and counties of the Sacramento Area Council of Governments region in developing urban forest initiatives. The goals of the Greenprint are 1) to optimize the benefits of trees throughout our region; 2) To create sustainable urban forests; and 3) To build community-wide appreciation for our urban forests.

The Sacramento Tree Foundation will work with the City of Rancho Cordova to encourage and assist in the implementation of the Greenprint by creating the Greenprint Clearinghouse. Components of the Greenprint Clearinghouse will include an information resource center, regional working groups, community involvement assistance, urban forest achievement recognition, and fundraising opportunities and information.

This program is hoped to result in significant long-term benefit to the people of Rancho Cordova and a collaborative effort to improve regional planning.

AGENDA ITEM # 5

ENVIRONMENTAL CONSIDERATIONS

The Council action in adopting this resolution is exempt from CEQA.

Attachment 1: Resolution No. 139-2005

CITY OF RANCHO CORDOVA

RESOLUTION NO. 139-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING THE GREENPRINT

WHEREAS, the City recognizes the importance of tree canopies and their contributions to clean air and water, stormwater runoff reduction, energy conservation, improved public health, and increased property values; and

WHEREAS, the City supports the protection of native trees, woodlands and riparian areas as key features to sustain our ecosystems and promote our natural heritage; and

WHEREAS, the City supports the importance of citizen awareness and community involvement as major contributors to healthier urban forests, and in building neighborhood unity, community pride and civic trust; and

WHEREAS, the City supports the value of public-private partnerships with business and nonprofit organizations in order to mobilize resources, widen funding sources and increase the understanding of the importance of trees; and

WHEREAS, the City supports the development of urban forest best management practices, policies and ordinances and the adoption of urban forest master plans for each of our communities; and

WHEREAS, the City supports coordinated tree planting plans in order to double the tree canopy in our region; and

WHEREAS, the City supports the importance of nurseries and other green industries in providing highest quality tree stock and state of the art tree and urban forest services; and

WHEREAS, the City supports a regional Greenprint steering committee of elected officials; and

WHEREAS, the City supports a Greenprint clearinghouse to provide high-quality technical information, education and funding resources to communities so they can expand, protect and steward their community trees and urban forest; and

WHERAS, the City appoints Director of Public Works or his designee, as the City's representative to the implementation process.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby adopt, the Greenprint sponsored by the Sacramento Tree Foundation; and

Hereby appoints Director of Public Works or his designee as the liaison of the City of Rancho Cordova to the Greenprint Clearinghouse.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 26-2005

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA LEVYING A SPECIAL TAX WITHIN SUNRIDGE NORTH DOUGLAS COMMUNITY FACILITIES DISTRICT NO. 2005-1

The City of Rancho Cordova (the "City") ordains:

1. Pursuant to Government Code Sections 53328 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax (the "Special Tax Formula") as shown in Exhibit C to Resolution No. 131-2005 ("RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX IN SUNRIDGE NORTH DOUGLAS COMMUNITY FACILITIES DISTRICT NO. 2005-1") ("Resolution of Formation") adopted by this City Council on October 17, 2005), a special tax is hereby levied on an taxable parcels within Sunridge North Douglas Community Facilities District No. 2005-1 (the "District") for the 2005-06 tax year and for all subsequent years of the authority to levy this special tax.

2. The City Chief Financial Officer is directed, with the aid of the appropriate officers and agents of the City, to implement the provisions of the Special Tax Formula and to prepare each year, without further action of this City Council, the special tax roll for the District and to provide as necessary information to the Sacramento County Auditor in the form, and in the proper time, necessary to effect the proper billing and collection of the special tax on the secured property tax roll of the County, which may include a billing of the special tax for fiscal year 2005-06 without regard to the timing of the issuance of bonds for the District and the circumstance that bonds are not issued as of the date of submission to the County for billing; alternatively, pursuant to the Resolution of Formation, the special tax for fiscal year 2005-06 and subsequent years may, at the option of the City, be billed directly to owners of property in the District by the City Chief Financial Officer or other official of the City and need not be collected on the County secured property tax roll.

3. The appropriate officers and agents of the City and of the County of Sacramento are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.

4. The City agrees that the County of Sacramento may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the balance of the special tax collections to the City.

AGENDA ITEM # 6

5. Taxpayers who have requested changes or corrections of the special tax pursuant to Section 8 of the Rate and Method of Apportionment of the Special Tax and who are not satisfied with the decision of the City Chief Financial Officer (whether the City Chief Financial Officer simply disagrees with the taxpayer or feels the city staff is not authorized to consider the change requested), may appeal to the City Council. The appeal must be in writing and fully explain the grounds of appeal. Appeals must be based on the correction of mistakes in the levy based upon the status of the property. The office of the City Chief Financial Officer shall schedule the appeal for consideration within a reasonable time at a City Council meeting.

6. If for any cause any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this ordinance, and the application of the special tax to the remaining parcels, shall not be affected.

7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

8. This ordinance shall go into effect on the earliest day allowable by law.

* * * * *

THE FOREGOING ORDINANCE was adopted this 7th day of November, 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Curt Haven, Director Economic Development

SUBJECT: **ORDINANCE NO. 18-2005 "CURFEW"**

RECOMMENDATION

City Council adoption of Ordinance No. 18-2005 amending Rancho Cordova Municipal Code Chapter 9.28 "Curfew".

BACKGROUND

On September 19, 2005, **Ordinance No.18-2005,** the **"Curfew"** ordinance, was introduced making it unlawful for juveniles to be in public places without adult supervision during school hours. At a recent management meeting, staff asked that it be pulled to schedule a meeting with Folsom-Cordova Unified School District (FCUSD) and the Rancho Cordova Police Department (RCPD). There were minor problems that staff thought should be addressed.

Patrick Godwin, Superintendent of FCUSD, Chief of Police Tom McMahon of RCPD, Meyers/Nave and Curt Haven, Director of Economic Development discussed the issues, which were mainly logistic and agreed that the ordinance would stay as written with no changes.

Cordova High School will investigate how to identify students that leave the campus, mainly seniors so that law enforcement will be able to verify if they have permission to be off campus or not. The ordinance will be enforced along with several other "tools" that law enforcement can use.

AGENDA ITEM # 7

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 9.28, "CURFEW"

WHEREAS, the City Council finds that juveniles should, with certain exceptions, be in school during school hours and thus under adult supervision; and

WHEREAS, the City Council finds that juveniles who are absent from school without excuse are often out in public without adult supervision and thus at greater risk of being harmed and causing harm to others in violation of state and local laws; and

WHEREAS, the City Council finds that one approach adopted by numerous cities throughout the state of California to reduce juvenile crime is the enactment of a daytime curfew ordinance making it unlawful for juveniles to be in public places without adult supervision during school hours.

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

SECTION 1. Chapter 9.28, "Curfew," of the Rancho Cordova Municipal Code is hereby amended to read as follows:

"**CHAPTER 9.28**

9.28.010	Nighttime Curfew.
9.28.020	Daytime Curfew.
9.28.030	Parent Responsibility.
9.28.040	Penalty for Violation.
9.28.050	Cost Recovery.

9.28.010 Nighttime Curfew.

It is unlawful for any minor under the age of eighteen years to loiter, idle, wander, stroll, aimlessly drive or ride about, or play in or upon the public streets, highways, roads, alleys, park, playgrounds, or other public grounds, public places and public buildings, places of amusement and eating places, vacant lots or any unsupervised place between the hours of 10:00 p.m. and daylight immediately following; provided, however, that the provisions of this section do not apply:

(A) When the minor is accompanied by his or her parents, guardian or other adult person having the care and custody of the minor;

(B) When the minor is upon an emergency errand directed by his or her parent or guardian or other adult person having the care and custody of the minor;

(C) When the minor is returning directly home from a public meeting, or a place of public entertainment, such as a movie, play, sporting event or school activity; or

(D) When the presence of such minor in said place or places is connected with or required with respect to a business, trade, profession or occupation in which the minor is lawfully engaged.

Each violation of the provisions of this section shall constitute a separate offense.

9.28.020 Daytime Curfew.

It is unlawful for any minor under the age of 18 years, who is subject to compulsory education or to compulsory continuation education to be in or upon any public street, highway, road, alley, park, playground, or other public ground, public place, public building, place of amusement, eating establishment or vacant lot during the hours of 8:30 a.m. to 1:30 p.m. on days when said minor's school is in session. This section does not apply:

(A) When the minor is accompanied by his or her parent, guardian, or other adult person having the care or custody of the minor; or

(B) When the minor is on an emergency errand directed by his or her parent or guardian or other adult person having care or custody of the minor; or

(C) When the minor is going or coming directly to or from his or her place of gainful employment or to or from a medical appointment; or

(D) To any minor who has permission to leave school campus for lunch or school-related activity and has in his or her possession a valid, school issued, off-campus permit; or

(E) When the minor is exempt by law from compulsory education or compulsory continuation education; or

(F) When the minor is authorized to be absent from his or her school pursuant to the provisions of Cal. Education Code § 48205, or any other applicable state or federal law.

Each violation of the provisions of this section shall constitute a separate offense.

9.28.030 Parent Responsibility.

It is unlawful for the parent, guardian or other adult person having the care and custody of a minor under the age of eighteen years, to permit or allow such minor to loiter, idle, wander, stroll, aimlessly drive or ride about or play in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places and public buildings, places of amusement and eating places, vacant lots, or any other unsupervised place between the hours of 10:00 p.m. and daylight immediately following or between the hours of 8:30 a.m. and 1:30 p.m. on days when said minor's school is in

session, contrary to the provisions of Section 9.28.010 and 9.28.020. Each violation of the provisions of this section shall constitute a separate offense.

9.28.040 Penalty for Violation.

Each violation of this Chapter shall constitute an infraction and shall be punishable by a fine not to exceed $500 in accordance with Government Code Section 36900(b) or successor statute.

§ 9.28.050 Cost Recovery.

(A) *Determination by Court.* In addition to the other penalties imposed by this chapter, if a court determines that a minor under 18 years of age is subject to civil or criminal liability based on violation of this chapter, it may provide that the parent(s) or legal guardian(s) of the minor shall be jointly and severally liable for the cost of providing law enforcement personnel to supervise the minor during his or her detention, over and above the cost of services normally provided by the city's law enforcement agency.

(B) *Determination by Chief of Police.* When the chief of police or designee thereof determines that the city's law enforcement agency incurred costs over and above the cost of services normally provided by the agency in providing law enforcement personnel to supervise a minor during his or her detention for violation of this chapter, and when it has been determined by a court that the minor was civilly or criminally liable for such misconduct, the parent(s) or legal guardian(s) of the minor may be assessed, and billed for, such additional costs.

(C) *Appeal.* Any person receiving a bill for police services pursuant to this chapter may, within 15 days after the billing date, file a written request appealing the imposition of said charges. Any billing sent pursuant to this section shall inform the billed party of the right to appeal said billing. Any appeal regarding such billing shall be heard by the City Manager, or his or her designee, as the Hearing Officer. Within ten days after the hearing, the Hearing Officer shall give written notice of the decision to the appellant. Upon the filing of a request for an appeal, payment of the bill for the police services shall be suspended until notice of the decision of the Hearing Officer. If the appeal is denied in part or in full, all amounts due to the city shall be paid within 30 days after notice of the decision of the Hearing Officer.

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this 7th day of November, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: November 7, 2005

TO: Redevelopment Agency Board

FROM: Curt Haven
Director of Economic Development

SUBJECT: **REDEVELOPMENT PROJECT AREA PRELIMINARY PLAN, LEGAL DESCRIPTION & MAP OF PROPOSED PROJECT AREA BOUNDARIES & RATIFICATION OF CERTAIN AGENCY ACTIONS**

RECOMMENDATION

Adopt Agency Resolution No. 145-2005 approving and adopting the Preliminary Plan for the Proposed Rancho Cordova Redevelopment Project Area, approving a Legal Description and Map of the Proposed Project Area Boundaries, ratifying certain actions of the CRA, and authorizing and directing transmittal of certain documents and information.

BACKGROUND

On December 6, 2004, the City Council formed the Redevelopment Agency (Ordinance No. 55-2004) in order to address areas in the City of Rancho Cordova (City) that appear to exhibit adverse physical and economic conditions. Redevelopment will provide financial resources to the City and its Redevelopment Agency (Agency) to assist in the revitalization of those areas and improve the image of the City.

Adoption of a Redevelopment Project Area establishes the Agency's ability to collect tax increment revenue which the City would not receive otherwise under the current revenue neutrality agreement with the County of Sacramento (County). Tax increment revenue would be used to support redevelopment activity, provide the Agency with funding to improve and revitalize commercial and residential areas, and support the production of affordable housing in the City.

On January 18, 2005, by Resolution No. 16-2005, the City Council designated a Survey Area which is coterminous with the City's Planning Area. Adoption of the Survey Area was the first step in the redevelopment process under the California Redevelopment Law (CRL). The adopted Survey Area allows for the greatest amount of flexibility as the Redevelopment Project Area must be within the boundary of the Survey Area.

On September 22, 2005, the Rancho Cordova Planning Commission approved the Rancho Cordova Redevelopment Preliminary Plan and Project Boundaries for the Rancho Cordova Redevelopment Project Area and authorized transmittal of the Preliminary Plan to the Agency. Following a noticed public hearing held on October 3,

2005, the Redevelopment Agency Board approved the Preliminary Plan but suggested changes to the Project Area boundaries and directed the preparation of a map and legal description reflecting the proposed Project Area boundaries. The map and legal description have been prepared and are now included as exhibits to the Preliminary Plan attached hereto.

Work has been initiated in studying the Project Area, and this preliminary analysis has provided the information needed to refine the boundary and allow the City to select a formal Project Area within which redevelopment activities may be conducted in accordance with the CRL.

DISCUSSION

The next step in the Redevelopment Plan Adoption process is for the Redevelopment Agency to approve the map and legal description for the proposed Project Area, affirm and ratify its approval and adoption of the Preliminary Plan, and authorize the filing and transmittal of the proposed Project Area boundaries and a statement that a plan is being prepared for redevelopment of the Project Area to the State Board of Equalization, affecting taxing entities, and the County Auditor, Assessor and Tax Collector. The map and legal description of the proposed Project Area boundary are included as exhibits to the Preliminary Plan attached to this Memorandum. As required by the CRL, the boundary of the proposed Project Area must be within the boundary designated by the City Council as the Survey Area. The Project Area boundary may be reduced in size during the Plan Adoption process.

SUMMARY

Staff recommends that the Redevelopment Agency Board approve the legal description and map of the proposed Project Area, affirm and ratify its approval of the Preliminary Plan, and authorize transmittal of documents required by CRL Section 33327 to the County Auditor/Assessor, State Board of Equalization and affected taxing entities.
Adoption of the Preliminary Plan and selection of the proposed Redevelopment Project Area boundaries is the second major step in the Redevelopment Plan Adoption process. Adoption of a redevelopment plan for the Project Area will enable the Agency to leverage and reinvest property tax increment generated in the proposed Project Area. Redevelopment will be a powerful financing and implementation tool to help the City realize its exciting vision for the community, including the development of a vibrant downtown.

Attachment: Agency Resolution No. 145-2005

CITY OF RANCHO CORDOVA

AGENCY RESOLUTION NO. 145-2005

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA ACCEPTING THE PRELIMINARY PLAN FOR THE PROPOSED RANCHO CORDOVA REDEVELOPMENT PROJECT AREA, APPROVING A LEGAL DESCRIPTION AND MAP OF THE PROPOSED PROJECT AREA BOUNDARIES, RATIFYING CERTAIN ACTIONS OF THE AGENCY, AND AUTHORIZING AND DIRECTING TRANSMITTAL OF CERTAIN DOCUMENTS AND INFORMATION

WHEREAS, the Redevelopment Agency of the City of Rancho Cordova (the "**Agency**") is a duly constituted redevelopment agency, activated by Ordinance No. 55-2004 on December 6, 2004, under California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) and pursuant thereto is responsible for the administration of redevelopment activities within the City of Rancho Cordova;

WHEREAS, pursuant to Sections 33310 and 33312 of the Community Redevelopment Law, on January 18, 2005, the Rancho Cordova City Council adopted Resolution No.16-2005 designating a survey area (**"Survey Area**") and directing staff to undertake an analysis and evaluation of physical and economic conditions in order to determine the feasibility of establishing a redevelopment project area within the Survey Area;

WHEREAS, on September 22, 2005, the Rancho Cordova Planning Commission selected and designated boundaries of a proposed redevelopment project area (the **"Project Area")** within the Survey Area, approved a preliminary plan (the **"Preliminary Plan")** for the Project Area and submitted the Preliminary Plan to the Agency for consideration and approval;

WHEREAS, on October 3, 2005, the Agency held a public hearing to consider the Preliminary Plan and the proposed Project Area boundaries, and at that hearing the Agency approved the Preliminary Plan and the proposed Project Area boundaries;

WHEREAS, Agency staff have caused to be prepared a legal description of the proposed Project Area and a map depicting the boundaries of the proposed Project Area; and

WHEREAS, the Agency desires to approve the legal description and map of the proposed Project Area and to ratify the Agency actions taken with respect to approval of the Preliminary Plan at its meeting of October 3, 2005.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency has reviewed and considered the Preliminary Plan for the redevelopment of the proposed Rancho Cordova Redevelopment Project Area attached to this Resolution as Exhibit A, finds that it is consistent with the requirements of Community Redevelopment Law, and hereby adopts and approves the Preliminary Plan.

Section 2. The Agency adopts and approves the boundaries of the proposed Project Area as described in the legal description and as shown on the map attached as exhibits to the Preliminary Plan.

Section 3. The Agency authorizes and directs the Executive Director to file and transmit, or cause to be filed and transmitted, all information required to be provided pursuant to Community Redevelopment Law to affected taxing entities, the County Auditor, Assessor and Tax Collector, and the State Board of Equalization, including without limitation, a map and legal description of the proposed Project Area and a statement that a plan for the redevelopment of the Project Area is being prepared, and to take such other actions as necessary and appropriate to effectuate the intent of this Resolution.

Section 4. The Agency hereby affirms and ratifies its actions with respect to approval of the Preliminary Plan at its meeting of October 3, 2005.

PASSED AND ADOPTED at a meeting of the Community Redevelopment Agency of the City of Rancho Cordova held on the 7th day of November, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Chairperson

ATTEST:

_____
Lillian Hare, Agency Secretary

Exhibit A

(Attach Preliminary Plan with Legal Description and Map)

Exhibit A

PRELIMANARY PLAN
for the
RANCHO CORDOVA REDEVELOPEMENT PROJECT AREA

PRELIMINARY PLAN

FOR THE

RANCHO CORDOVA REDEVELOPMENT PROJECT AREA

November 7, 2005

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I. Introduction

II. Description of Proposed Project Area Boundaries

III. General Statement of Proposed Land Uses, Layout of Principal Streets, Population Densities, Building Intensities, and Redevelopment Standards

IV. Accomplishing the Purposes of Redevelopment Law

V. Conformity to the General Plan

VI. Impact of Redevelopment Upon Project Area Residents and Surrounding Neighborhoods

VII. Conclusion

Exhibit B - Project Area Map

Exhibit C - Project Area Legal Description

I. INTRODUCTION

This Preliminary Plan for the Rancho Cordova Redevelopment Project Area ("**Preliminary Plan**") has been prepared to fulfill the requirements of California Health and Safety Code Section 33324 and to provide general direction to the Rancho Cordova Redevelopment Agency (the "**Agency")** in the adoption of a redevelopment plan for the proposed Rancho Cordova Redevelopment Project Area (the "**Project Area**"). This Preliminary Plan consists of text, maps, and boundary descriptions of the proposed Project Area, contains a general statement of land uses, layout of principal streets, population densities, building intensities, and standards proposed for redevelopment of the Project Area, shows how the purposes of Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the "**CRL")** will be attained by redevelopment of the Project Area, demonstrates that the Preliminary Plan is consistent with the Rancho Cordova General Plan (the **"General Plan"**), and describes the impact that redevelopment will have on Project Area residents and the surrounding neighborhood.. This Preliminary Plan will be the basis from which the Rancho Cordova Redevelopment Project Area Plan ("**Redevelopment Plan**") will be drafted.

The CRL charges the community's planning commission with the task of selecting proposed project area boundaries within a designated survey area and with the formulation of a preliminary plan for the project area. In accordance with the CRL, following approval of the proposed project area boundaries and preliminary plan, the Rancho Cordova City Planning Commission shall submit the Preliminary Plan and proposed Project Area boundaries to the Agency for approval.

Health and Safety Code Section 33324 provides that "a preliminary plan need not be detailed and is sufficient if it:

(a) Describes the boundaries of the project area.

(b) Contains a general statement of the land uses, layout of principal streets, population densities and building intensities, and standards proposed as the basis for the redevelopment of the project area.

(c) Shows how the purposes of . . . [Community Redevelopment Law] would be attained by redevelopment.

(d) Shows that the proposed redevelopment is consistent with the community's general plan.

(e) Describes, generally, the impact of the project upon the area's residents and upon the surrounding neighborhood."

This Preliminary Plan addresses each of the foregoing elements. The Report to Council which will be prepared in connection with the proposed Redevelopment Plan will document the conditions that qualify the proposed Project Area under the CRL and will detail the activities proposed to be undertaken to eliminate blight and revitalize the Project Area.

II. DESCRIPTION OF THE PROJECT AREA BOUNDARIES

The boundaries of the proposed Rancho Cordova Redevelopment Project Area are illustrated on the map attached as Exhibit B. A legal description of the proposed Project Area is being completed, and will be attached as Exhibit C.

The proposed Project Area includes the following areas: (i) the Folsom Boulevard commercial corridor between Sunrise Boulevard and Bradshaw and adjacent residential, commercial and industrial areas depicted in Exhibit B; (ii) the Trade Center commercial and industrial area bounded by Sunrise Boulevard on the east, Kilgore Road on the west, and Sun Center Drive on the south, and adjacent parcels; (iii) the **Coloma Boulevard commercial and residential** corridor between Sunrise Boulevard and Folsom Boulevard, and adjacent parcels; (iv) the Zinfandel Drive commercial and residential corridor between Sunrise Boulevard and Folsom Boulevard, and adjacent parcels; (v) the Lincoln Village residential and commercial area approximately between Bradshaw Road to the west, Old Placerville Road to the east, Lincoln Village Drive to the south and State Highway 50 to the north, and adjacent parcels, and (vi) the residential, commercial and industrial area located between Old Placerville Road to the west, International Boulevard to the south, White Rock Road to the east and State Highway 50 to the north, and adjacent parcels. Immediately adjoining streets within areas (i) through (vi) are also included with the proposed Project Area.

III. GENERAL STATEMENT OF PROPOSED LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES, AND STANDARDS FOR REDEVELOPMENT

A. Proposed Land Uses

All land uses in the proposed Project Area will conform to the General Plan as amended, the City of Rancho Cordova Zoning Ordinance (the **"Zoning Ordinance")** and all other applicable state and local building codes and guidelines, and will be subject to all review and procedural requirements in effect as redevelopment takes place within the Project Area. In general, the following uses are proposed for the Project Area:

(i) Residential - Rehabilitation of existing residential structures and the development of new single- and multi-family housing on infill and vacant sites. As required by the CRL, the Agency will use at least twenty percent (20%) of tax increment funds for the purpose of increasing, improving and preserving the supply of low- and moderate-income housing in the community.

(ii) Commercial – Revitalization of commercial areas, including the rehabilitation of existing commercial and retail structures, the development of new business and professional offices, restaurant, hotel, and retail buildings, and the improvement of streetscape and public amenities along commercial corridors.

(iii) Public, Recreational and Open Space – Construction, installation and rehabilitation of new and existing public facilities and recreational areas, including libraries, parks and open space.

(iv) Industrial – Rehabilitation, modernization and new construction of industrial and light manufacturing facilities, including without limitation, wholesale sales and distribution, technical service business, and research and development companies.

(v) Institutional – Rehabilitation, modernization and new construction of institutional facilities such as medical centers and schools.

B. Proposed Layout of Principal Streets

The layout of principal streets in the Project Area is shown on the map included in Exhibit B. The layout of streets within the Project Area will conform to the General Plan Circulation Element. Existing streets within the Project Area may be vacated, widened or otherwise modified, and additional streets may be created as necessary for proper pedestrian and/or vehicular circulation in accordance with the General Plan Circulation Element and the City of Rancho Cordova ordinances and regulations as they now exist or may hereafter be revised.

C. Proposed Population Densities

A range of development will be permitted within the constraints imposed by the General Plan land use designations. Residential densities will conform to the levels permitted by the General Plan.

D. Proposed Building Intensities

Building intensity will be controlled by the criteria established in the General Plan, any applicable specific plans, and City of Rancho Cordova ordinances and regulations as they now exist or may hereafter be amended. Such criteria include: (i) the percentage of ground area covered by buildings (land coverage); (ii) the ratio of total floor area for all stories of the buildings to the area of the building site (floor area ratio); (iii) the size and location of buildable areas on building sites; and (iv) building height. The land coverage, sizes and locations of buildable areas will be limited as appropriate to provide open space, parking and amenities. Limitations on building intensity will be established in conformity with the limits contained in the Zoning Ordinance and General Plan.

E. Proposed Redevelopment Standards

Minimum standards for redevelopment will conform to the building requirements of all applicable State and local statutes, codes, ordinances and regulations.

IV. ACHIEVING THE PURPOSES OF REDEVELOPMENT LAW

The CRL requires a project area to be "predominantly urbanized" and characterized by conditions of economic and physical blight to such an extent that the area constitutes a serious physical and economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise or government action or both without redevelopment. The proposed Project Area is characterized by blighted conditions, including the following:

- Many aging or physically deteriorated commercial and residential buildings are located in the proposed Project Area. Many buildings show the effects of deferred maintenance, including outmoded signage, peeling paint, and more serious deterioration and disrepair. Deficient or deteriorated buildings and land potentially contaminated by hazardous materials are found at a number of locations in the proposed Project Area, and the reuse of such structures and land is complicated by the need to remove such hazardous materials.

- Although many homes located in the residential neighborhoods within the proposed Project Area are well maintained, many others show signs of age, deterioration, and possibly substandard construction. Conditions of physical deterioration in residential structures include: deteriorated roofing and siding, peeling paint, structural problems, and missing or deteriorated sidewalks, curbs and street lighting. In a few cases, deterioration is so extensive that it is likely that the cost of repairs and code compliance would exceed the value of the building.

- Some of the commercial buildings and lots in the proposed Project Area are vacant and underutilized. Some commercial buildings are of small size or irregular configuration. Others are poorly located on their sites. Poor circulation and access are also present due to poor parking lot configuration.

A number of goals and objectives have been identified for the Project Area, the accomplishment of which would achieve the purposes of the CRL. These include, without limitation, the following:

- Implementing the goals and policies of the General Plan.

- Revitalizing the Project Area and enhancing the aesthetics of streetscapes and landscaping.

- Improving transportation, traffic circulation and infrastructure throughout the Project Area.

- Providing assistance to encourage the renovation and rehabilitation of residential, commercial and industrial properties.

- Preserving and creating civic, cultural, and educational facilities and amenities as a catalyst for Project Area revitalization.

- Improving and expanding recreational areas and open space.

- Expanding, improving and preserving the community's supply of low- and moderate-income housing.

If the proposed Project Area is redeveloped, benefits will accrue to the present and future Project Area residents and property owners and to the residents and taxpayers of the City of Rancho Cordova overall via the elimination of blight, improved and expanded housing and employment opportunities, and increased tax revenues.

V. CONFORMITY TO THE GENERAL PLAN

The Preliminary Plan provides, and the Redevelopment Plan will provide, for land use designations, circulation elements, and public facilities consistent with the General Plan. The Preliminary Plan is consistent with the goals and objectives of the General Plan as proposed to be amended. Amendments to the existing General Plan and preparation of a related Environment Impact Report are currently in process. The Preliminary Plan is consistent with the General Plan as currently in effect and as it may be amended in the future. The Redevelopment Plan will provide that it will remain consistent with the General Plan as it may be amended from time to time.

VI. GENERAL IMPACT OF REDEVELOPMENT UPON PROJECT AREA RESIDENTS AND THE SURROUNDING NEIGHBORHOODS

The impact of redevelopment upon residents of the proposed Project Area and surrounding neighborhoods will in general be minimal. There may be some temporary impact upon circulation within the Project Area due to construction of public improvements which can reasonably be expected to occur in the future. The impact upon Project Area residents and the surrounding neighborhoods will generally be positive and will include improvements to public facilities, parking, environmental quality, employment opportunities, retail and economic development and expansion and improvement of affordable housing opportunities. No public projects are proposed which would result in significant displacement of Project Area residents. All redevelopment activities will be undertaken in strict compliance with CRL requirements regarding owner participation opportunities and the provision of relocation assistance and replacement housing as applicable. It is anticipated that the Redevelopment Plan will not authorize use of eminent domain for acquisition of residential property.

CONCLUSION

This Preliminary Plan, as the initial document produced in the Redevelopment Plan adoption process, conforms to the requirements of the California Community Redevelopment Law. The Preliminary Plan is general in nature, consistent with its purpose as a preliminary guideline. Consideration of the Preliminary Plan will provide the Agency with the opportunity to further evaluate the proposed Project Area and redevelopment goals and activities. As the plan adoption process continues, the Planning Commission will review the draft Redevelopment Plan and the accompanying Report to Council. The Report to Council will document the conditions that qualify the proposed Project Area under the CRL and will detail the proposed activities to be undertaken to eliminate blight and revitalize the Project Area.

Exhibit B

PROJECT AREA MAP

GEO REFRENCE SHEET 1

A PORTION OF RANCHO RIO DE LOS AMERICANOS AND SITUATE WITHIN PORTIONS OF TOWNSHIPS 8 AND 9 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN.

LEGEND

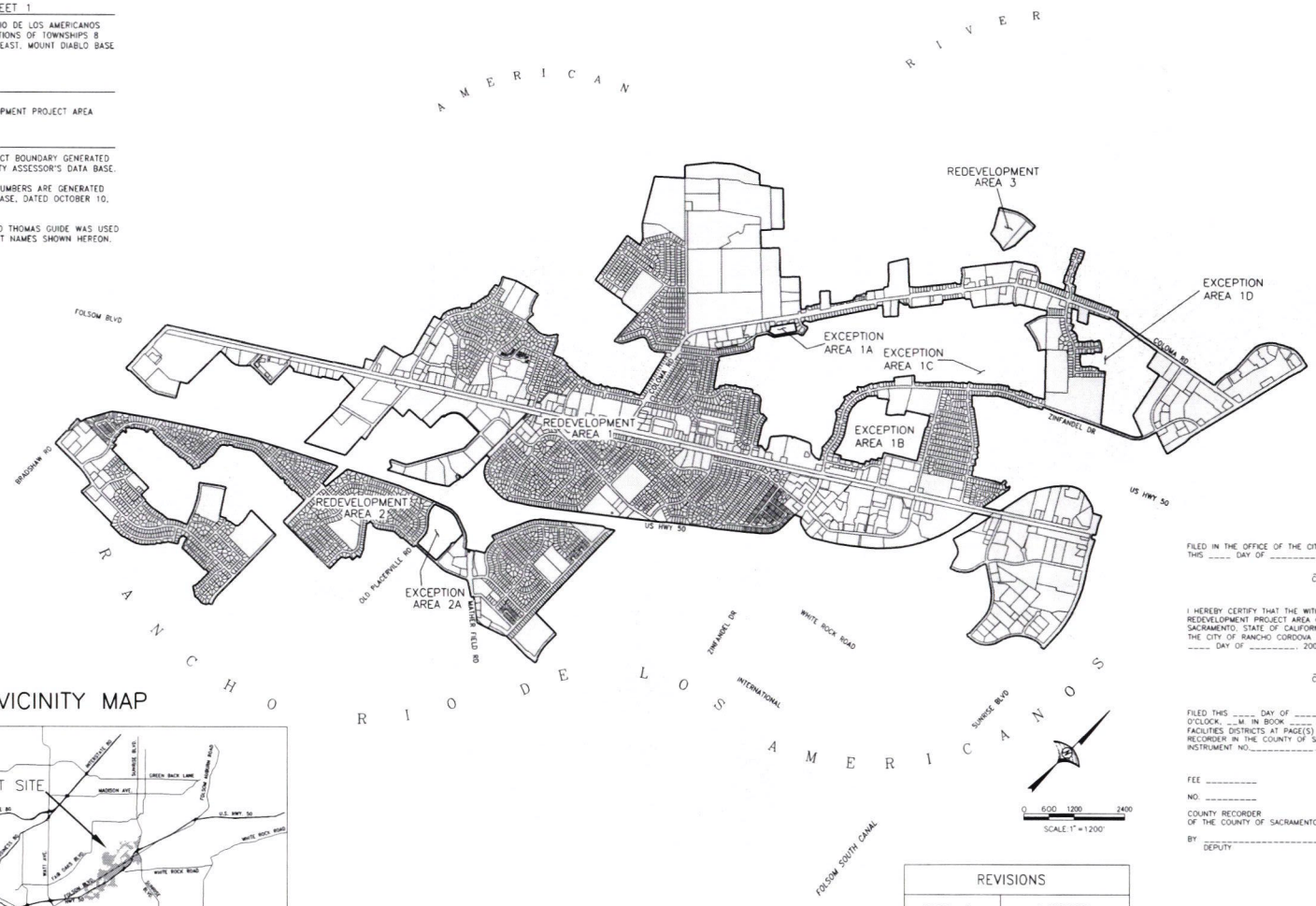
REDEVELOPMENT PROJECT AREA

NOTE:

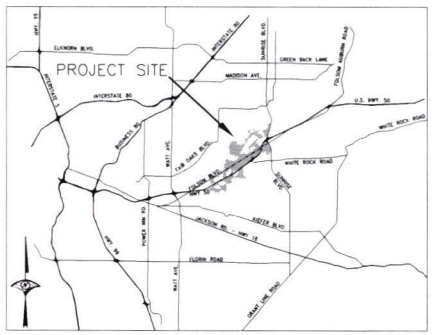
1. REDEVELOPMENT DISTRICT BOUNDARY GENERATED FROM SACRAMENTO COUNTY ASSESSOR'S DATA BASE.

2. ASSESSOR'S PARCEL NUMBERS ARE GENERATED FROM THE ABOVE DATA BASE, DATED OCTOBER 10, 2005.

3. THE 2005 SACRAMENTO THOMAS GUIDE WAS USED TO DETERMINE THE STREET NAMES SHOWN HEREON.



VICINITY MAP



0 600 1200 2400

SCALE: 1" = 1200'

REVISIONS	
REVISION NO.	DATE REVISED
4	10/28/2005
3	10/25/2005
2	10/10/2005
1	09/30/2005
	09/26/2005

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF _____, 2005.

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA OF THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2005 BY ITS RESOLUTION NO. _____

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

FILED THIS ____ DAY OF _____, 2005, AT THE HOUR OF ____ O'CLOCK, __M. IN BOOK _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND AS INSTRUMENT NO._____

FEE _____

NO. _____

COUNTY RECORDER
OF THE COUNTY OF SACRAMENTO

BY _____
DEPUTY

RANCHO CORDOVA REDEVELOPMENT PROJECT AREA

OCTOBER 31, 2005

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

SHEET 1 OF 20

8092.003

Exhibit C

PROJECT AREA LEGAL DESCRIPTION

RANCHO CORDOVA REDEVELOPMENT PROJECT AREA
GEOGRAPHIC DESCRIPTION

All that certain real property being a portion of that subdivision of Rancho Rio de los Americanos, as shown on that certain Plat entitled "Plat of Subdivision of the Rancho Rio de los Americanos", filed for record in Book 1 of Maps at Page 2, Sacramento County Records, and being further described as being situate within Townships 8 and 9 North, Range 6 East, Mount Diablo Base, City of Rancho Cordova, County of Sacramento, State of California. The Rancho Cordova Redevelopment Project Area consists of three areas as further described below:

REDEVELOPMENT AREA 1

Beginning at a point on the Southeasterly Right-of-Way line of Sunrise Boulevard, from which, the centerline intersection of Zinfandel Drive and Sunrise Boulevard bears approximately North 75° West a distance of 50 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L1) South 13°37'58" West a distance of 298.15 feet;
L2) thence South 01°07'50" East a distance of 169.32 feet;
L3) thence South 12°37'19" West a distance of 463.44 feet;
L4) thence South 12°55'39" West a distance of 56.73 feet;
L5) thence North 71°36'16" West a distance of 195.43 feet;
L6) thence North 70°25'02" West a distance of 385.60 feet;
L7) thence South 15°50'16" West a distance of 254.18 feet;
C1) thence from a radial line which bears South 71°51'07" East, 476.57 feet along the arc of a non-tangent 543.62 foot radius curve to the right through a central angle of 50°13'42", subtended by a chord which bears South 43°15'45" West for a distance of 461.45 feet;
L8) thence South 65°47'26" West a distance of 316.67 feet;
L9) thence South 65°16'46" West a distance of 488.96 feet;
L10) thence South 60°52'05" West a distance of 104.23 feet;
L11) thence South 65°16'43" West a distance of 280.09 feet;
C2) thence 15.73 feet along the arc of a tangent 54.96 foot radius curve to the left through a central angle of 16°23'39", subtended by a chord which bears South 57°04'54" West for a distance of 15.67 feet;
L12) thence South 48°51'29" West a distance of 26.66 feet;
C3) thence 15.76 feet along the arc of a tangent 54.42 foot radius curve to the right through a central angle of 16°35'28", subtended by a chord which bears South 57°09'13" West for a distance of 15.70 feet;

L13) thence South 64°34'25" West a distance of 215.34 feet;
L14) thence North 24°37'53" West a distance of 10.09 feet;
L15) thence South 63°30'23" West a distance of 416.78 feet;
L16) thence South 69°33'02" West a distance of 104.98 feet;
C4) thence from a radial line which bears South 27°50'45" East, 164.45 feet along the arc of a non-tangent 1428.31 foot radius curve to the right through a central angle of 06°35'48", subtended by a chord which bears South 65°27'09" West for a distance of 164.36 feet;
L17) thence South 36°43'51" East a distance of 71.63 feet;
L18) thence South 65°31'08" West a distance of 115.88 feet;
L19) thence South 54°37'09" West a distance of 44.63 feet;
L20) thence South 59°24'16" West a distance of 109.30 feet;
L21) thence South 28°47'58" West a distance of 64.02 feet;
L22) thence South 70°12'00" West a distance of 154.93 feet;
L23) thence South 65°52'53" West a distance of 344.40 feet;
L24) thence South 65°02'23" West a distance of 64.24 feet;
L25) thence South 58°31'50" West a distance of 96.50 feet;
L26) thence South 59°33'47" West a distance of 120.98 feet;
L27) thence South 46°10'33" West a distance of 134.88 feet;
L28) thence South 47°20'41" West a distance of 51.99 feet;
L29) thence South 47°07'04" West a distance of 442.43 feet;
L30) thence South 43°09'43" East a distance of 107.87 feet;
L31) thence South 56°26'40" East a distance of 51.41 feet;
L32) thence South 43°01'15" East a distance of 120.21 feet;
L33) thence North 39°57'58" East a distance of 24.83 feet;
L34) thence South 73°47'36" East a distance of 51.29 feet;
L35) thence South 52°42'31" East a distance of 691.81 feet;
L36) thence South 50°14'25" East a distance of 196.98 feet;
L37) thence South 50°18'52" East a distance of 4.43 feet;
L38) thence South 06°56'09" West a distance of 58.53 feet;
L39) thence South 59°11'20" East a distance of 95.66 feet;
L40) thence South 63°53'57" East a distance of 50.00 feet;
C5) thence from a radial line which bears South 64°57'50" East, 37.62 feet along the arc of a non-tangent 271.08 foot radius curve to the right through a central angle of 07°57'04", subtended by a chord which bears South 29°00'42" West for a distance of 37.59 feet;
L41) thence South 55°36'22" East a distance of 107.21 feet;
L42) thence South 32°41'39" West a distance of 45.69 feet;
L43) thence South 05°08'23" East a distance of 27.51 feet;
L44) thence South 48°41'20" East a distance of 93.61 feet;
L45) thence South 47°56'08" East a distance of 49.95 feet;
C6) thence from a radial line which bears South 47°55'07" East, 61.21 feet along the arc of a non-tangent 777.68 foot radius curve to the right through a central angle of 04°30'36", subtended by a chord which bears South 44°20'11" West for a distance of 61.20 feet;
L46) thence South 45°01'20" East a distance of 132.19 feet;

L47) thence South 46°12'22" West a distance of 4.87 feet;
L48) thence South 58°48'54" West a distance of 6.44 feet;
L49) thence South 33°38'26" East a distance of 116.32 feet;
C7) thence from a radial line which bears North 35°26'09" West, 209.66 feet along the arc of a non-tangent 1102.39 foot radius curve to the right through a central angle of 10°53'49", subtended by a chord which bears North 60°00'46" East for a distance of 209.35 feet;
L50) thence North 58°22'45" East a distance of 91.59 feet;
L51) thence North 56°57'00" East a distance of 80.08 feet;
L52) thence North 56°57'53" East a distance of 191.73 feet;
L53) thence North 64°25'52" East a distance of 92.29 feet;
C8) thence 63.01 feet along the arc of a tangent 156.97 foot radius curve to the left through a central angle of 23°00'01", subtended by a chord which bears North 52°55'52" East for a distance of 62.59 feet;
C9) thence 68.97 feet along the arc of a tangent 61.10 foot radius curve to the left through a central angle of 64°40'43", subtended by a chord which bears North 09°05'30" East for a distance of 65.37 feet;
C10) thence from a radial line which bears South 72°49'52" West, 137.98 feet along the arc of a non-tangent 39.92 foot radius curve to the right through a central angle of 198°00'38", subtended by a chord which bears North 81°50'11" East for a distance of 78.87 feet;
C11) thence 31.41 feet along the arc of a tangent 73.80 foot radius curve to the right through a central angle of 24°23'09", subtended by a chord which bears South 13°02'04" West for a distance of 31.17 feet;
L54) thence South 69°20'37" East a distance of 106.44 feet;
L55) thence North 14°36'58" East a distance of 92.06 feet;
L56) thence South 29°17'53" East a distance of 79.54 feet;
L57) thence South 11°30'09" West a distance of 760.79 feet;
L58) thence North 56°57'12" East a distance of 435.05 feet;
L59) thence North 11°49'42" East a distance of 788.94 feet;
C12) thence 79.49 feet along the arc of a tangent 222.77 foot radius curve to the right through a central angle of 20°26'38", subtended by a chord which bears North 22°03'00" East for a distance of 79.07 feet;
L60) thence North 30°45'08" East a distance of 156.50 feet;
L61) thence North 30°34'37" East a distance of 202.48 feet;
C13) thence 172.60 feet along the arc of a tangent 870.42 foot radius curve to the right through a central angle of 11°21'43", subtended by a chord which bears North 36°15'28" East for a distance of 172.32 feet;
L62) thence North 40°38'43" East a distance of 209.60 feet;
C14) thence 238.08 feet along the arc of a tangent 1056.35 foot radius curve to the right through a central angle of 12°54'47", subtended by a chord which bears North 47°06'07" East for a distance of 237.57 feet;
C15) thence 235.56 feet along the arc of a tangent 528.06 foot radius curve to the right through a central angle of 25°33'33", subtended by a chord which bears North 66°20'17" East for a distance of 233.62 feet;

C16) thence 152.55 feet along the arc of a tangent 345.76 foot radius curve to the right through a central angle of 25°16'42", subtended by a chord which bears South 88°14'35" East for a distance of 151.31 feet;
L63) thence South 77°12'33" East a distance of 259.63 feet;
C17) thence 224.42 feet along the arc of a tangent 306.01 foot radius curve to the right through a central angle of 42°01'08", subtended by a chord which bears South 56°11'59" East for a distance of 219.42 feet;
L64) thence North 61°35'19" East a distance of 228.33 feet;
L65) thence South 21°41'30" East a distance of 210.81 feet;
L66) thence South 31°39'48" East a distance of 145.72 feet;
L67) thence South 32°26'04" East a distance of 130.72 feet;
L68) thence South 57°33'56" West a distance of 86.40 feet;
L69) thence South 32°44'35" East a distance of 104.01 feet;
L70) thence North 57°10'49" East a distance of 95.00 feet;
L71) thence South 26°09'31" East a distance of 392.62 feet;
L72) thence South 32°44'25" East a distance of 320.76 feet;
L73) thence South 32°44'25" East a distance of 110.01 feet;
L74) thence South 32°22'55" East a distance of 174.74 feet;
C18) thence from a radial line which bears North 57°55'45" East, 1336.84 feet along the arc of a non-tangent 2990.32 foot radius curve to the right through a central angle of 25°36'52", subtended by a chord which bears South 19°15'49" East for a distance of 1325.74 feet;
L75) thence South 02°35'35" East a distance of 589.18 feet;
L76) thence South 85°15'34" West a distance of 100.94 feet;
C19) thence from a radial line which bears South 81°40'54" East, 38.66 feet along the arc of a non-tangent 25.01 foot radius curve to the left through a central angle of 88°34'08", subtended by a chord which bears North 35°57'58" West for a distance of 34.93 feet;
C20) thence from a radial line which bears North 01°02'28" West, 431.67 feet along the arc of a non-tangent 763.70 foot radius curve to the left through a central angle of 32°23'08", subtended by a chord which bears South 72°45'58" West for a distance of 425.95 feet;
C21) thence 122.42 feet along the arc of a tangent 1120.20 foot radius curve to the left through a central angle of 06°15'42", subtended by a chord which bears South 53°26'32" West for a distance of 122.36 feet;
C22) thence 394.73 feet along the arc of a tangent 668.72 foot radius curve to the left through a central angle of 33°49'13", subtended by a chord which bears South 33°24'05" West for a distance of 389.02 feet;
L77) thence South 16°42'50" West a distance of 135.85 feet;
C23) thence 322.15 feet along the arc of a tangent 635.93 foot radius curve to the right through a central angle of 29°01'30", subtended by a chord which bears South 31°13'35" West for a distance of 318.72 feet;
C24) thence 252.73 feet along the arc of a tangent 495.39 foot radius curve to the right through a central angle of 29°13'50", subtended by a chord which bears South 60°21'14" West for a distance of 250.00 feet;

C25) thence 174.04 feet along the arc of a tangent 914.75 foot radius curve to the right through a central angle of 10°54'04", subtended by a chord which bears South 80°25'11" West for a distance of 173.78 feet;

C26) thence 108.78 feet along the arc of a tangent 2912.59 foot radius curve to the left through a central angle of 02°08'24", subtended by a chord which bears South 84°48'01" West for a distance of 108.78 feet;

L78) thence North 01°29'15" West a distance of 60.04 feet;

C27) thence from a radial line which bears South 03°50'50" East, 38.73 feet along the arc of a non-tangent 25.04 foot radius curve to the left through a central angle of 88°36'18", subtended by a chord which bears North 41°51'02" East for a distance of 34.98 feet;

L79) thence North 02°33'47" West a distance of 487.08 feet;

C28) thence from a radial line which bears North 85°29'41" East, 706.75 feet along the arc of a non-tangent 813.99 foot radius curve to the left through a central angle of 49°44'51", subtended by a chord which bears North 29°22'44" West for a distance of 684.76 feet;

L80) thence North 56°00'19" West a distance of 606.79 feet;

C29) thence 43.03 feet along the arc of a tangent 25.01 foot radius curve to the left through a central angle of 98°35'10", subtended by a chord which bears South 74°42'06" West for a distance of 37.91 feet;

C30) thence 135.03 feet along the arc of a tangent 519.80 foot radius curve to the left through a central angle of 14°53'01", subtended by a chord which bears South 17°58'00" West for a distance of 134.65 feet;

C31) thence from a radial line which bears South 87°02'53" East, 700.62 feet along the arc of a non-tangent 560.60 foot radius curve to the right through a central angle of 71°36'25", subtended by a chord which bears South 38°45'19" West for a distance of 655.90 feet;

C32) thence 61.79 feet along the arc of a tangent 327.22 foot radius curve to the left through a central angle of 10°49'13", subtended by a chord which bears South 69°08'55" West for a distance of 61.70 feet;

L81) thence North 15°37'49" West a distance of 60.67 feet;

C33) thence from a radial line which bears South 61°31'25" West, 128.60 feet along the arc of a non-tangent 617.50 foot radius curve to the right through a central angle of 11°55'56", subtended by a chord which bears North 22°30'37" West for a distance of 128.37 feet;

C34) thence 46.96 feet along the arc of a tangent 209.12 foot radius curve to the right through a central angle of 12°52'02", subtended by a chord which bears North 10°06'38" West for a distance of 46.86 feet;

C35) thence 38.82 feet along the arc of a tangent 69305.69 foot radius curve to the left through a central angle of 00°01'56", subtended by a chord which bears North 03°41'35" West for a distance of 38.82 feet;

C36) thence 266.94 feet along the arc of a tangent 242.49 foot radius curve to the left through a central angle of 63°04'22", subtended by a chord which bears North 35°14'44" West for a distance of 253.66 feet;

L82) thence North 71°22'40" West a distance of 227.79 feet;

L83) thence North 16°10'15" East a distance of 426.19 feet;

C155) thence from a radial line which bears South 73°49'21" East, 517.74 feet along the arc of a non-tangent 5067.74 foot radius curve to the left through a central angle of 05°51'13", subtended by a chord which bears North 13°15'03" East for a distance of 517.51 feet;
L92) thence North 09°48'51" East a distance of 99.93 feet;
L93) thence South 57°15'25" West a distance of 409.35 feet;
C37) thence from a radial line which bears South 87°08'01" East, 2932.27 feet along the arc of a non-tangent 3289.60 foot radius curve to the right through a central angle of 51°04'20", subtended by a chord which bears South 28°24'09" West for a distance of 2836.16 feet;
L94) thence South 51°12'35" West a distance of 253.51 feet;
L95) thence South 53°17'14" West a distance of 301.55 feet;
L96) thence South 57°29'48" West a distance of 540.66 feet;
C38) thence 304.81 feet along the arc of a tangent 335.29 foot radius curve to the right through a central angle of 52°05'11", subtended by a chord which bears South 83°32'24" West for a distance of 294.42 feet;
L97) thence North 73°16'21" West a distance of 183.47 feet;
C39) thence 169.53 feet along the arc of a tangent 155.91 foot radius curve to the right through a central angle of 62°18'03", subtended by a chord which bears North 42°07'20" West for a distance of 161.30 feet;
L98) thence South 69°04'03" West a distance of 177.53 feet;
L99) thence South 01°16'57" West a distance of 103.64 feet;
L100) thence South 00°32'23" East a distance of 311.59 feet;
C40) thence from a radial line which bears South 89°35'18" East, 512.09 feet along the arc of a non-tangent 575.03 foot radius curve to the right through a central angle of 51°01'28", subtended by a chord which bears South 25°55'26" West for a distance of 495.34 feet;
L101) thence South 48°36'48" West a distance of 69.13 feet;
L102) thence South 49°42'02" West a distance of 170.12 feet;
L103) thence South 50°20'58" West a distance of 133.87 feet;
L104) thence South 50°52'52" West a distance of 136.31 feet;
L105) thence South 51°20'00" West a distance of 673.94 feet;
L106) thence South 53°16'14" West a distance of 70.91 feet;
L107) thence South 61°19'42" West a distance of 35.28 feet;
L108) thence South 56°25'27" West a distance of 70.51 feet;
L109) thence South 51°58'39" West a distance of 43.25 feet;
L110) thence South 51°55'40" West a distance of 797.61 feet;
L111) thence South 49°27'32" West a distance of 112.07 feet;
L112) thence South 45°24'42" West a distance of 85.60 feet;
L113) thence South 46°14'05" West a distance of 47.58 feet;
L114) thence South 50°46'26" West a distance of 62.41 feet;
L115) thence South 51°43'26" West a distance of 178.39 feet;
L116) thence South 51°54'25" West a distance of 450.93 feet;
L117) thence South 52°00'21" West a distance of 1273.06 feet;
L118) thence South 51°57'41" West a distance of 822.73 feet;
L119) thence South 53°41'59" West a distance of 483.38 feet;

L120) thence South 55°55'59" West a distance of 77.96 feet;
L121) thence South 57°34'14" West a distance of 285.54 feet;
L122) thence South 58°31'56" West a distance of 74.91 feet;
L123) thence South 64°08'21" West a distance of 40.88 feet;
C41) thence 253.66 feet along the arc of a tangent 508.13 foot radius curve to the right through a central angle of 28°36'08", subtended by a chord which bears South 78°26'25" West for a distance of 251.03 feet;
L124) thence North 89°50'08" West a distance of 315.89 feet;
C42) thence from a radial line which bears South 02°30'12" West, 687.95 feet along the arc of a non-tangent 447.90 foot radius curve to the right through a central angle of 88°00'15", subtended by a chord which bears North 43°29'40" West for a distance of 622.29 feet;
L125) thence North 54°30'25" West a distance of 17.45 feet;
L126) thence South 89°58'29" West a distance of 104.48 feet;
L127) thence South 00°01'35" East a distance of 684.70 feet;
C43) thence from a radial line which bears South 85°08'11" East, 124.63 feet along the arc of a non-tangent 772.68 foot radius curve to the right through a central angle of 09°14'29", subtended by a chord which bears South 09°29'03" West for a distance of 124.49 feet;
L128) thence South 89°45'54" West a distance of 97.20 feet;
L129) thence South 58°53'07" East a distance of 96.65 feet;
L130) thence South 19°47'25" West a distance of 55.23 feet;
C44) thence 222.79 feet along the arc of a tangent 779.40 foot radius curve to the left through a central angle of 16°22'39", subtended by a chord which bears South 11°36'06" West for a distance of 222.03 feet;
L131) thence South 01°30'45" West a distance of 42.56 feet;
L132) thence South 55°51'33" West a distance of 447.26 feet;
L133) thence South 60°49'36" West a distance of 616.89 feet;
L134) thence South 62°44'45" West a distance of 474.38 feet;
L135) thence North 12°21'16" East a distance of 136.87 feet;
L136) thence North 67°02'33" West a distance of 127.76 feet;
L137) thence North 21°17'50" West a distance of 60.01 feet;
L138) thence North 63°21'30" East a distance of 327.60 feet;
C45) thence from a radial line which bears South 27°03'28" East, 133.90 feet along the arc of a non-tangent 227.78 foot radius curve to the left through a central angle of 33°40'54", subtended by a chord which bears North 46°06'05" East for a distance of 131.98 feet;
L139) thence North 29°14'16" East a distance of 1320.41 feet;
C46) thence from a radial line which bears South 60°42'41" East, 77.74 feet along the arc of a non-tangent 150.01 foot radius curve to the left through a central angle of 29°41'31", subtended by a chord which bears North 14°26'33" East for a distance of 76.87 feet;
L140) thence North 00°20'44" West a distance of 480.69 feet;
L141) thence North 89°52'01" West a distance of 545.85 feet;
C47) thence from a radial line which bears North 02°45'45" West, 505.47 feet along the arc of a non-tangent 333.45 foot radius curve to the left through

a central angle of 86°51'07", subtended by a chord which bears South 43°48'42" West for a distance of 458.44 feet;

L142) thence North 87°02'54" West a distance of 49.97 feet;
L143) thence South 00°16'19" West a distance of 420.02 feet;
L144) thence South 89°16'55" West a distance of 283.44 feet;
L145) thence South 01°00'37" West a distance of 20.55 feet;
L146) thence South 87°10'13" West a distance of 383.23 feet;
L147) thence South 04°00'13" East a distance of 233.07 feet;
L148) thence South 87°09'54" West a distance of 342.95 feet;
L149) thence South 03°20'28" East a distance of 687.79 feet;
L150) thence South 09°23'22" East a distance of 225.04 feet;
L151) thence South 10°41'44" East a distance of 109.36 feet;
L152) thence South 86°29'45" West a distance of 116.71 feet;
L153) thence South 03°30'15" East a distance of 588.38 feet;
L154) thence South 62°19'09" West a distance of 1030.53 feet;
L155) thence North 00°04'06" West a distance of 974.35 feet;
L156) thence North 02°34'18" West a distance of 222.14 feet;
L157) thence North 24°05'27" West a distance of 60.82 feet;
L158) thence North 02°34'34" West a distance of 506.39 feet;
L159) thence North 90°00'00" West a distance of 426.97 feet;
L160) thence South 06°53'08" East a distance of 140.88 feet;
L161) thence South 57°23'06" West a distance of 404.46 feet;
L162) thence South 34°42'11" East a distance of 33.55 feet;
L163) thence South 58°10'48" West a distance of 700.45 feet;
L164) thence North 00°14'39" West a distance of 42.51 feet;
L165) thence South 89°42'46" West a distance of 159.03 feet;
C48) thence from a radial line which bears North 72°05'49" East, 55.37 feet along the arc of a non-tangent 162.30 foot radius curve to the right through a central angle of 19°32'45", subtended by a chord which bears South 08°07'48" East for a distance of 55.10 feet;
L166) thence South 00°17'16" East a distance of 598.66 feet;
L167) thence South 89°31'04" West a distance of 331.56 feet;
L168) thence South 89°31'41" West a distance of 110.00 feet;
L169) thence South 89°30'43" West a distance of 148.93 feet;
C49) thence 18.53 feet along the arc of a tangent 32.02 foot radius curve to the left through a central angle of 33°09'45", subtended by a chord which bears South 72°55'50" West for a distance of 18.27 feet;
C50) thence from a radial line which bears South 25°33'39" East, 60.66 feet along the arc of a non-tangent 71.85 foot radius curve to the right through a central angle of 48°22'14", subtended by a chord which bears South 88°37'28" West for a distance of 58.87 feet;
L170) thence South 40°50'47" West a distance of 150.73 feet;
L171) thence South 41°42'22" West a distance of 14.27 feet;
C51) thence from a radial line which bears South 47°23'58" East, 302.44 feet along the arc of a non-tangent 468.50 foot radius curve to the right through

a central angle of 36°59'12", subtended by a chord which bears South 61°05'38" West for a distance of 297.21 feet;

L172) thence North 89°46'43" West a distance of 384.54 feet;
L173) thence South 00°13'19" West a distance of 1113.24 feet;
L174) thence South 60°00'04" West a distance of 179.41 feet;
L175) thence South 29°32'28" East a distance of 343.72 feet;
L176) thence South 31°01'39" East a distance of 60.00 feet;
L177) thence South 59°00'21" West a distance of 450.33 feet;
C52) thence 262.92 feet along the arc of a tangent 446.52 foot radius curve to the right through a central angle of 33°44'13", subtended by a chord which bears South 75°52'28" West for a distance of 259.14 feet;
L178) thence South 88°47'21" West a distance of 591.68 feet;
C53) thence 39.15 feet along the arc of a tangent 25.00 foot radius curve to the left through a central angle of 89°44'36", subtended by a chord which bears South 43°55'03" West for a distance of 35.27 feet;
L179) thence South 89°06'52" West a distance of 100.01 feet;
L180) thence North 00°53'08" West a distance of 251.16 feet;
C54) thence 97.59 feet along the arc of a tangent 1453.00 foot radius curve to the left through a central angle of 03°50'54", subtended by a chord which bears North 02°48'35" West for a distance of 97.58 feet;
C55) thence 137.83 feet along the arc of a tangent 4180.06 foot radius curve to the left through a central angle of 01°53'21", subtended by a chord which bears North 05°40'43" West for a distance of 137.83 feet;
L181) thence North 01°22'01" West a distance of 108.64 feet;
L182) thence North 00°30'56" West a distance of 575.93 feet;
L183) thence North 00°16'38" West a distance of 235.61 feet;
L184) thence North 57°33'40" East a distance of 1866.68 feet;
L185) thence North 57°14'46" East a distance of 2222.60 feet;
L186) thence North 02°53'11" West a distance of 17.27 feet;
L187) thence North 57°23'09" East a distance of 728.11 feet;
L188) thence North 33°22'35" West a distance of 240.53 feet;
L189) thence North 58°59'20" East a distance of 165.38 feet;
L190) thence North 77°10'57" East a distance of 55.38 feet;
L191) thence North 14°08'34" West a distance of 441.90 feet;
L192) thence North 75°42'46" East a distance of 64.00 feet;
L193) thence North 75°39'08" East a distance of 480.00 feet;
L194) thence North 21°23'10" East a distance of 245.10 feet;
L195) thence North 14°25'32" West a distance of 1023.47 feet;
L196) thence North 76°39'58" East a distance of 170.66 feet;
L197) thence North 12°47'31" West a distance of 29.96 feet;
L198) thence South 77°05'56" West a distance of 6.66 feet;
L199) thence North 12°06'14" West a distance of 141.04 feet;
L200) thence North 14°47'02" East a distance of 44.46 feet;
L201) thence North 08°43'03" East a distance of 66.00 feet;
L202) thence North 26°06'16" East a distance of 183.43 feet;
L203) thence North 33°51'06" East a distance of 142.62 feet;

L204) thence South 53°54'40" East a distance of 37.22 feet;
L205) thence North 34°32'30" East a distance of 116.33 feet;
L206) thence North 35°26'50" East a distance of 40.00 feet;
L207) thence North 34°52'51" East a distance of 105.46 feet;
L208) thence North 54°11'35" West a distance of 76.20 feet;
L209) thence North 27°33'45" East a distance of 50.29 feet;
L210) thence South 74°55'07" East a distance of 24.10 feet;
L211) thence North 29°20'04" East a distance of 58.37 feet;
L212) thence North 07°37'11" East a distance of 92.66 feet;
L213) thence North 09°45'04" East a distance of 52.00 feet;
L214) thence North 08°53'48" East a distance of 119.52 feet;
L215) thence North 20°03'47" East a distance of 13.31 feet;
L216) thence North 27°37'41" East a distance of 54.16 feet;
L217) thence North 08°43'28" West a distance of 79.57 feet;
L218) thence South 83°59'59" West a distance of 17.23 feet;
L219) thence North 04°43'09" West a distance of 41.99 feet;
L220) thence North 05°21'31" West a distance of 69.85 feet;
L221) thence North 11°28'02" West a distance of 67.27 feet;
L222) thence North 09°35'53" West a distance of 65.43 feet;
L223) thence North 68°18'39" East a distance of 96.11 feet;
L224) thence North 22°49'45" West a distance of 67.91 feet;
L225) thence North 26°15'02" West a distance of 82.68 feet;
L226) thence North 26°40'58" West a distance of 102.58 feet;
L227) thence North 65°06'48" East a distance of 52.02 feet;
L228) thence North 63°15'37" East a distance of 31.90 feet;
L229) thence South 26°19'59" East a distance of 8.01 feet;
L230) thence North 63°14'57" East a distance of 40.02 feet;
L231) thence North 26°22'48" West a distance of 10.03 feet;
L232) thence North 63°14'35" East a distance of 241.99 feet;
L233) thence North 73°44'28" East a distance of 266.53 feet;
L234) thence North 75°11'33" East a distance of 301.06 feet;
L235) thence North 74°59'04" East a distance of 54.00 feet;
L236) thence South 14°51'14" East a distance of 163.86 feet;
L237) thence South 14°53'15" East a distance of 66.87 feet;
C56) thence from a radial line which bears South 72°19'44" West, 217.94 feet along the arc of a non-tangent 587.11 foot radius curve to the left through a central angle of 21°16'07", subtended by a chord which bears South 28°18'19" East for a distance of 216.69 feet;
C57) thence 31.31 feet along the arc of a tangent 66.14 foot radius curve to the left through a central angle of 27°07'21", subtended by a chord which bears South 52°30'03" East for a distance of 31.02 feet;
C58) thence 34.84 feet along the arc of a tangent 22.30 foot radius curve to the left through a central angle of 89°30'52", subtended by a chord which bears North 69°10'51" East for a distance of 31.41 feet;
L238) thence South 68°10'35" East a distance of 52.16 feet;

C59) thence from a radial line which bears North 73°01'38" West, 218.62 feet along the arc of a non-tangent 506.57 foot radius curve to the left through a central angle of 24°43'36", subtended by a chord which bears South 04°36'34" West for a distance of 216.92 feet;

C60) thence 33.78 feet along the arc of a tangent 18.40 foot radius curve to the left through a central angle of 105°11'47", subtended by a chord which bears South 60°21'07" East for a distance of 29.23 feet;

C61) thence 81.86 feet along the arc of a tangent 248.92 foot radius curve to the right through a central angle of 18°50'30", subtended by a chord which bears North 76°28'14" East for a distance of 81.49 feet;

C62) thence from a radial line which bears North 09°39'35" West, 189.03 feet along the arc of a non-tangent 603.31 foot radius curve to the right through a central angle of 17°57'07", subtended by a chord which bears North 89°18'58" East for a distance of 188.26 feet;

C63) thence from a radial line which bears South 05°25'30" West, 375.40 feet along the arc of a non-tangent 426.38 foot radius curve to the left through a central angle of 50°26'42", subtended by a chord which bears North 70°12'09" East for a distance of 363.39 feet;

C64) thence 214.29 feet along the arc of a tangent 609.38 foot radius curve to the left through a central angle of 20°08'53", subtended by a chord which bears North 34°54'21" East for a distance of 213.19 feet;

L239) thence South 69°34'10" East a distance of 52.33 feet;

L240) thence South 26°45'29" West a distance of 19.24 feet;

C65) thence 29.51 feet along the arc of a tangent 20.19 foot radius curve to the left through a central angle of 83°45'22", subtended by a chord which bears South 15°07'12" East for a distance of 26.96 feet;

C66) thence 78.62 feet along the arc of a tangent 310.45 foot radius curve to the right through a central angle of 14°30'34", subtended by a chord which bears South 49°44'36" East for a distance of 78.41 feet;

C67) thence 106.02 feet along the arc of a tangent 283.83 foot radius curve to the right through a central angle of 21°24'04", subtended by a chord which bears South 31°47'18" East for a distance of 105.40 feet;

L241) thence South 24°00'33" East a distance of 81.41 feet;

L242) thence South 24°01'18" East a distance of 160.34 feet;

L243) thence North 66°38'43" East a distance of 272.35 feet;

L244) thence South 43°52'13" East a distance of 18.20 feet;

L245) thence North 88°21'40" East a distance of 100.11 feet;

L246) thence North 86°33'36" East a distance of 41.99 feet;

L247) thence South 03°26'24" East a distance of 38.94 feet;

L248) thence North 86°42'06" East a distance of 209.76 feet;

L249) thence North 87°37'35" East a distance of 42.00 feet;

L250) thence North 86°41'40" East a distance of 209.94 feet;

L251) thence North 03°19'35" West a distance of 41.67 feet;

L252) thence North 86°33'01" East a distance of 50.02 feet;

L253) thence North 86°33'01" East a distance of 92.15 feet;

L254) thence North 36°17'19" East a distance of 38.58 feet;

L255) thence North 89°55'18" East a distance of 79.59 feet;
L256) thence North 64°25'52" East a distance of 82.97 feet;
L257) thence North 66°01'21" East a distance of 42.01 feet;
L258) thence North 63°16'06" East a distance of 83.55 feet;
L259) thence North 03°36'54" West a distance of 70.12 feet;
L260) thence South 71°23'52" East a distance of 51.01 feet;
L261) thence North 68°18'40" East a distance of 99.34 feet;
L262) thence North 19°47'18" West a distance of 35.54 feet;
L263) thence North 71°11'52" East a distance of 41.96 feet;
L264) thence North 71°11'52" East a distance of 85.80 feet;
L265) thence North 35°07'57" East a distance of 75.07 feet;
L266) thence North 57°31'20" East a distance of 365.82 feet;
L267) thence North 66°01'49" East a distance of 118.47 feet;
L268) thence North 66°16'00" East a distance of 42.32 feet;
L269) thence North 65°54'11" East a distance of 115.93 feet;
L270) thence North 12°33'16" West a distance of 1059.11 feet;
L271) thence North 09°21'50" West a distance of 59.03 feet;
L272) thence North 40°53'40" West a distance of 73.74 feet;
L273) thence South 48°44'14" West a distance of 152.55 feet;
L274) thence South 51°32'49" West a distance of 78.44 feet;
C68) thence from a radial line which bears South 30°43'26" East, 185.17 feet along the arc of a non-tangent 232.80 foot radius curve to the right through a central angle of 45°34'30", subtended by a chord which bears South 82°03'49" West for a distance of 180.33 feet;
L275) thence North 67°49'51" West a distance of 76.55 feet;
L276) thence North 65°36'05" West a distance of 90.90 feet;
C69) thence 182.66 feet along the arc of a tangent 119.06 foot radius curve to the left through a central angle of 87°54'01", subtended by a chord which bears South 70°26'54" West for a distance of 165.26 feet;
L277) thence South 25°51'39" West a distance of 396.92 feet;
L278) thence South 33°35'33" West a distance of 76.84 feet;
C70) thence from a radial line which bears South 47°34'54" East, 137.51 feet along the arc of a non-tangent 248.50 foot radius curve to the right through a central angle of 31°42'15", subtended by a chord which bears South 58°16'13" West for a distance of 135.76 feet;
C71) thence 27.03 feet along the arc of a tangent 19.96 foot radius curve to the left through a central angle of 77°35'38", subtended by a chord which bears South 35°19'31" West for a distance of 25.01 feet;
L279) thence South 86°42'26" West a distance of 50.01 feet;
L280) thence North 03°19'06" West a distance of 306.52 feet;
L281) thence North 03°19'08" West a distance of 82.01 feet;
L282) thence North 03°19'06" West a distance of 220.40 feet;
L283) thence North 03°19'08" West a distance of 82.01 feet;
L284) thence North 03°18'38" West a distance of 165.69 feet;
L285) thence South 81°27'39" West a distance of 456.68 feet;
L286) thence North 57°07'38" West a distance of 78.93 feet;

L287) thence South 77°19'07" West a distance of 107.81 feet;
L288) thence South 80°59'03" West a distance of 427.40 feet;
L289) thence South 80°33'11" West a distance of 66.68 feet;
L290) thence South 84°32'49" West a distance of 186.11 feet;
L291) thence North 08°46'17" West a distance of 1311.92 feet;
L292) thence North 81°28'32" East a distance of 378.97 feet;
L293) thence North 19°08'58" West a distance of 152.58 feet;
L294) thence North 47°05'42" West a distance of 381.39 feet;
L297) thence North 30°17'52" West a distance of 1153.67 feet;
L298) thence North 47°44'06" East a distance of 723.44 feet;
L299) thence North 45°03'54" West a distance of 293.20 feet;
L300) thence North 39°05'37" East a distance of 689.86 feet;
L301) thence North 49°23'02" East a distance of 475.40 feet;
L302) thence North 61°28'55" East a distance of 214.98 feet;
L303) thence North 66°06'13" East a distance of 456.03 feet;
L304) thence South 45°55'25" East a distance of 268.69 feet;
L305) thence North 50°45'38" East a distance of 257.88 feet;
L306) thence South 45°40'30" East a distance of 32.63 feet;
L307) thence North 49°35'27" East a distance of 301.29 feet;
L308) thence South 45°45'26" East a distance of 967.70 feet;
L309) thence South 44°40'37" West a distance of 300.00 feet;
L310) thence South 45°40'21" East a distance of 24.01 feet;
L311) thence South 44°37'19" West a distance of 252.51 feet;
L312) thence South 46°04'27" East a distance of 427.92 feet;
L313) thence North 44°20'25" East a distance of 442.95 feet;
L314) thence South 46°23'32" East a distance of 689.84 feet;
L315) thence North 44°16'24" East a distance of 466.79 feet;
L316) thence South 46°32'27" East a distance of 373.63 feet;
L317) thence South 45°57'32" East a distance of 194.46 feet;
L318) thence South 45°57'22" East a distance of 208.84 feet;
L319) thence North 43°34'50" East a distance of 125.18 feet;
L320) thence North 46°27'20" West a distance of 67.60 feet;
L321) thence North 40°18'16" East a distance of 50.09 feet;
L322) thence North 46°07'21" East a distance of 83.72 feet;
L323) thence North 00°38'31" West a distance of 42.04 feet;
L324) thence North 33°41'13" East a distance of 181.06 feet;
L325) thence North 46°22'19" West a distance of 293.26 feet;
L326) thence North 42°27'07" East a distance of 246.73 feet;
L327) thence South 46°06'59" East a distance of 323.58 feet;
L328) thence North 34°37'09" East a distance of 79.36 feet;
L329) thence North 37°50'45" East a distance of 75.32 feet;
L330) thence North 33°49'53" East a distance of 154.80 feet;
L331) thence North 34°02'50" East a distance of 75.80 feet;
L332) thence North 34°05'51" East a distance of 175.33 feet;
L333) thence North 45°49'53" West a distance of 55.42 feet;
L334) thence North 34°10'26" East a distance of 61.61 feet;

L335) thence North 55°47'18" West a distance of 40.04 feet;
L336) thence North 34°10'30" East a distance of 153.14 feet;
C72) thence 20.60 feet along the arc of a tangent 24.96 foot radius curve to the left through a central angle of 47°16'36", subtended by a chord which bears North 10°32'13" East for a distance of 20.02 feet;
C73) thence 92.94 feet along the arc of a tangent 40.02 foot radius curve to the right through a central angle of 133°03'46", subtended by a chord which bears North 53°25'48" East for a distance of 73.42 feet;
L337) thence North 40°51'04" East a distance of 19.84 feet;
L338) thence North 44°58'43" West a distance of 68.91 feet;
L339) thence North 37°24'40" East a distance of 411.98 feet;
L340) thence North 26°11'48" West a distance of 52.95 feet;
L341) thence North 35°48'21" East a distance of 99.92 feet;
L342) thence North 47°03'53" West a distance of 92.47 feet;
L343) thence North 33°41'24" West a distance of 42.21 feet;
L344) thence North 45°28'47" West a distance of 431.50 feet;
L345) thence North 31°32'29" East a distance of 487.13 feet;
L346) thence South 47°26'05" East a distance of 684.74 feet;
L347) thence North 48°25'01" East a distance of 204.67 feet;
L348) thence North 37°33'45" East a distance of 274.01 feet;
L349) thence North 38°28'41" East a distance of 60.69 feet;
L350) thence North 39°01'39" East a distance of 321.16 feet;
L351) thence North 38°02'04" East a distance of 56.00 feet;
L352) thence North 39°34'31" East a distance of 79.70 feet;
L353) thence North 31°29'12" East a distance of 119.21 feet;
L354) thence South 52°26'43" East a distance of 36.39 feet;
L355) thence North 46°21'35" East a distance of 111.23 feet;
C74) thence from a radial line which bears South 46°29'44" West, 99.65 feet along the arc of a non-tangent 578.35 foot radius curve to the right through a central angle of 09°52'18", subtended by a chord which bears North 38°34'07" West for a distance of 99.52 feet;
C75) thence from a radial line which bears North 60°05'59" East, 185.72 feet along the arc of a non-tangent 489.00 foot radius curve to the left through a central angle of 21°45'39", subtended by a chord which bears North 40°46'50" West for a distance of 184.61 feet;
L356) thence North 52°37'43" West a distance of 106.06 feet;
L357) thence North 38°18'35" East a distance of 64.00 feet;
L358) thence North 37°43'03" East a distance of 508.66 feet;
L359) thence North 37°13'27" East a distance of 241.50 feet;
L360) thence North 39°11'52" East a distance of 429.18 feet;
L361) thence North 35°54'08" East a distance of 53.65 feet;
L362) thence North 57°04'16" East a distance of 450.97 feet;
L363) thence North 61°03'29" East a distance of 80.51 feet;
C76) thence from a radial line which bears North 12°07'09" East, 173.71 feet along the arc of a non-tangent 477.01 foot radius curve to the right through

a central angle of 20°51'52", subtended by a chord which bears South 67°26'55" East for a distance of 172.75 feet;

C77) thence 222.04 feet along the arc of a tangent 455.88 foot radius curve to the right through a central angle of 27°54'25", subtended by a chord which bears South 43°03'46" East for a distance of 219.85 feet;

L364) thence North 59°49'32" East a distance of 205.72 feet;
L365) thence North 62°48'36" East a distance of 56.47 feet;
L366) thence North 65°22'35" East a distance of 361.68 feet;
L367) thence North 32°38'00" West a distance of 155.32 feet;
L368) thence South 66°00'59" West a distance of 59.74 feet;
L369) thence North 33°11'05" West a distance of 54.69 feet;
L370) thence North 31°32'04" West a distance of 160.35 feet;
L371) thence North 65°49'43" East a distance of 10.09 feet;
L372) thence North 24°00'30" West a distance of 106.09 feet;
L373) thence North 24°47'45" West a distance of 42.00 feet;
L374) thence North 23°44'15" West a distance of 101.20 feet;
L375) thence North 66°22'14" East a distance of 1.90 feet;
L376) thence North 25°24'54" West a distance of 103.36 feet;
L377) thence South 64°39'25" West a distance of 28.32 feet;
L378) thence North 24°50'42" West a distance of 41.99 feet;
L379) thence North 24°50'42" West a distance of 76.68 feet;
L380) thence North 49°34'00" West a distance of 32.19 feet;
L381) thence North 06°34'15" East a distance of 35.79 feet;
L382) thence North 26°29'57" West a distance of 70.34 feet;
L383) thence North 26°46'52" West a distance of 60.00 feet;
L384) thence North 63°13'43" East a distance of 184.09 feet;
L385) thence North 63°12'59" East a distance of 72.35 feet;
L386) thence South 25°41'54" East a distance of 138.22 feet;
L387) thence South 56°49'03" East a distance of 34.04 feet;
L388) thence South 06°53'56" West a distance of 35.30 feet;
L389) thence South 24°01'25" East a distance of 76.03 feet;
L390) thence South 25°20'46" East a distance of 42.00 feet;
L391) thence South 64°39'14" West a distance of 29.28 feet;
L392) thence South 24°18'55" East a distance of 208.52 feet;
L393) thence South 24°05'17" East a distance of 42.00 feet;
L394) thence South 24°16'20" East a distance of 106.15 feet;
L395) thence North 65°47'14" East a distance of 25.27 feet;
L396) thence South 24°19'40" East a distance of 159.85 feet;
L397) thence North 66°01'17" East a distance of 85.70 feet;
L398) thence South 37°09'27" East a distance of 55.48 feet;
L399) thence South 37°09'16" East a distance of 154.70 feet;
L400) thence North 65°23'01" East a distance of 886.61 feet;
L401) thence North 59°49'55" East a distance of 54.16 feet;
L402) thence South 24°54'42" East a distance of 29.77 feet;
L403) thence North 65°15'38" East a distance of 126.18 feet;
L404) thence North 49°45'30" East a distance of 46.96 feet;

L405) thence South 38°31'49" East a distance of 175.36 feet;
L406) thence North 81°46'06" East a distance of 205.55 feet;
L407) thence North 79°05'00" East a distance of 82.86 feet;
L408) thence North 77°38'32" East a distance of 54.02 feet;
C78) thence from a radial line which bears North 13°12'27" West, 143.45 feet along the arc of a non-tangent 510.83 foot radius curve to the right through a central angle of 16°05'22", subtended by a chord which bears North 84°50'14" East for a distance of 142.98 feet;
C79) thence 17.51 feet along the arc of a tangent 53.79 foot radius curve to the left through a central angle of 18°39'16", subtended by a chord which bears North 83°33'16" East for a distance of 17.43 feet;
L409) thence North 79°14'37" East a distance of 230.31 feet;
L410) thence North 78°57'48" East a distance of 2040.28 feet;
C80) thence 40.10 feet along the arc of a tangent 25.25 foot radius curve to the left through a central angle of 90°59'39", subtended by a chord which bears North 33°27'58" East for a distance of 36.02 feet;
C81) thence 87.74 feet along the arc of a tangent 881.13 foot radius curve to the right through a central angle of 05°42'20", subtended by a chord which bears North 09°10'41" West for a distance of 87.71 feet;
L411) thence North 03°15'51" East a distance of 101.21 feet;
C82) thence 165.95 feet along the arc of a tangent 892.49 foot radius curve to the right through a central angle of 10°39'13", subtended by a chord which bears North 08°35'27" East for a distance of 165.71 feet;
L412) thence North 14°09'14" East a distance of 89.82 feet;
L413) thence North 13°40'58" East a distance of 99.74 feet;
C83) thence 87.91 feet along the arc of a tangent 343.95 foot radius curve to the left through a central angle of 14°38'36", subtended by a chord which bears North 06°21'40" East for a distance of 87.67 feet;
L414) thence North 01°55'18" West a distance of 94.03 feet;
L415) thence North 02°55'30" West a distance of 187.51 feet;
L416) thence North 02°55'52" West a distance of 92.14 feet;
L417) thence North 02°41'44" West a distance of 176.48 feet;
L418) thence North 03°43'48" East a distance of 88.58 feet;
C84) thence 179.95 feet along the arc of a tangent 429.25 foot radius curve to the right through a central angle of 24°01'09", subtended by a chord which bears North 15°44'22" East for a distance of 178.63 feet;
L1008) thence North 27°43'41" East a distance of 88.64 feet;
C86) thence 97.46 feet along the arc of a tangent 342.42 foot radius curve to the right through a central angle of 16°18'27", subtended by a chord which bears North 35°51'39" East for a distance of 97.13 feet;
C87) thence 86.50 feet along the arc of a tangent 5395.65 foot radius curve to the right through a central angle of 00°55'07", subtended by a chord which bears North 44°28'25" East for a distance of 86.50 feet;
C88) thence 164.75 feet along the arc of a tangent 457.39 foot radius curve to the right through a central angle of 20°38'16", subtended by a chord which bears North 55°15'07" East for a distance of 163.86 feet;

L419) thence North 60°22'19" East a distance of 99.19 feet;
L420) thence North 63°11'19" East a distance of 241.29 feet;
L421) thence North 78°16'11" East a distance of 97.87 feet;
C89) thence from a radial line which bears North 07°09'17" West, 214.21 feet along the arc of a non-tangent 611.82 foot radius curve to the right through a central angle of 20°03'39", subtended by a chord which bears South 87°07'28" East for a distance of 213.12 feet;
L422) thence South 77°04'19" East a distance of 98.17 feet;
L423) thence South 79°10'19" East a distance of 137.37 feet;
L424) thence South 07°16'04" West a distance of 154.11 feet;
L425) thence South 13°18'21" West a distance of 59.37 feet;
L426) thence South 18°00'50" West a distance of 181.30 feet;
L427) thence South 14°36'50" West a distance of 86.62 feet;
L428) thence South 75°06'20" West a distance of 11.33 feet;
L429) thence South 13°06'20" West a distance of 1273.15 feet;
L430) thence South 13°31'33" West a distance of 141.24 feet;
L431) thence South 13°37'56" West a distance of 1056.12 feet;

Containing 2534 acres of land, more or less.

REDEVELOPMENT AREA 2

Beginning at a point on the Westerly Right-of-Way line of Bradshaw Road, from which, the centerline intersection of Bradshaw Road and Lincoln Village Drive bears approximately North 43° East a distance of 68 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L722) thence North 01°03'55" West a distance of 420.02 feet;
L723) thence North 89°07'35" East a distance of 28.00 feet;
L724) thence North 01°03'55" West a distance of 38.18 feet;
L725) thence South 89°50'25" West a distance of 25.00 feet;
L726) thence North 01°03'55" West a distance of 40.51 feet;
C115) thence 19.64 feet along the arc of a tangent 42.33 foot radius curve to the left through a central angle of 26°34'52", subtended by a chord which bears North 14°21'22" West for a distance of 19.46 feet;
L727) thence North 27°38'48" West a distance of 32.66 feet;
L728) thence North 00°59'12" West a distance of 99.77 feet;
L729) thence North 03°11'14" West a distance of 101.23 feet;
L730) thence North 09°41'16" West a distance of 47.89 feet;
L731) thence North 88°54'10" East a distance of 82.21 feet;
L732) thence North 88°54'10" East a distance of 35.96 feet;
L733) thence North 16°58'29" East a distance of 153.81 feet;
C116) thence from a radial line which bears North 73°02'16" West, 21.58 feet along the arc of a non-tangent 106.46 foot radius curve to the right through

a central angle of 11°36'43", subtended by a chord which bears North 22°46'05" East for a distance of 21.54 feet;

L734) thence North 28°32'38" East a distance of 503.63 feet;

C117) thence from a radial line which bears North 61°27'09" West, 200.32 feet along the arc of a non-tangent 423.49 foot radius curve to the right through a central angle of 27°06'07", subtended by a chord which bears North 42°05'54" East for a distance of 198.46 feet;

L735) thence North 54°43'33" East a distance of 503.64 feet;

L736) thence North 54°42'57" East a distance of 260.89 feet;

L737) thence North 55°24'13" East a distance of 303.13 feet;

L738) thence North 56°12'28" East a distance of 118.53 feet;

L739) thence North 56°42'48" East a distance of 439.67 feet;

L740) thence North 56°42'41" East a distance of 345.81 feet;

L741) thence North 56°42'56" East a distance of 410.44 feet;

L742) thence North 56°42'41" East a distance of 341.39 feet;

L743) thence North 56°42'49" East a distance of 273.92 feet;

L744) thence North 57°37'44" East a distance of 249.79 feet;

L745) thence North 59°22'52" East a distance of 239.59 feet;

L746) thence North 61°52'52" East a distance of 548.14 feet;

L747) thence North 62°35'41" East a distance of 1263.47 feet;

L748) thence North 62°35'37" East a distance of 178.81 feet;

L749) thence South 03°30'36" East a distance of 548.18 feet;

L750) thence South 85°35'42" East a distance of 102.87 feet;

C118) thence from a radial line which bears North 87°35'51" West, 359.59 feet along the arc of a non-tangent 2476.11 foot radius curve to the right through a central angle of 08°19'14", subtended by a chord which bears North 06°33'47" East for a distance of 359.27 feet;

C119) thence 123.97 feet along the arc of a tangent 1083.42 foot radius curve to the left through a central angle of 06°33'23", subtended by a chord which bears North 07°26'42" East for a distance of 123.91 feet;

L751) thence North 04°10'58" East a distance of 182.86 feet;

L752) thence North 62°35'37" East a distance of 1320.35 feet;

C120) thence 87.14 feet along the arc of a tangent 777.95 foot radius curve to the right through a central angle of 06°25'05", subtended by a chord which bears North 65°48'10" East for a distance of 87.10 feet;

L753) thence North 69°01'03" East a distance of 1173.15 feet;

C121) thence from a radial line which bears North 20°58'08" West, 408.53 feet along the arc of a non-tangent 561.34 foot radius curve to the right through a central angle of 41°41'56", subtended by a chord which bears North 89°52'50" East for a distance of 399.58 feet;

L754) thence South 69°15'19" East a distance of 258.77 feet;

C122) thence from a radial line which bears North 18°02'00" East, 401.33 feet along the arc of a non-tangent 584.71 foot radius curve to the right through a central angle of 39°19'34", subtended by a chord which bears South 52°18'13" East for a distance of 393.50 feet;

L755) thence South 39°36'03" East a distance of 83.07 feet;

L756) thence North 41°46'18" East a distance of 43.69 feet;
L757) thence South 41°18'54" East a distance of 5.50 feet;
L759) thence North 59°56'55" East a distance of 189.04 feet;
L760) thence North 29°17'15" West a distance of 22.52 feet;
L761) thence North 59°53'47" East a distance of 240.55 feet;
C123) thence from a radial line which bears South 63°19'18" West, 391.25 feet along the arc of a non-tangent 598.88 foot radius curve to the right through a central angle of 37°25'53", subtended by a chord which bears North 07°57'46" West for a distance of 384.33 feet;
L762) thence North 79°26'31" West a distance of 132.72 feet;
L763) thence North 23°45'49" East a distance of 193.01 feet;
L764) thence North 23°45'27" East a distance of 523.49 feet;
L765) thence North 23°45'48" East a distance of 147.23 feet;
C124) thence from a radial line which bears North 66°13'35" West, 270.12 feet along the arc of a non-tangent 1150.43 foot radius curve to the right through a central angle of 13°27'10", subtended by a chord which bears North 30°30'00" East for a distance of 269.50 feet;
C125) thence 60.13 feet along the arc of a tangent 1141.55 foot radius curve to the right through a central angle of 03°01'05", subtended by a chord which bears North 38°44'07" East for a distance of 60.12 feet;
C126) thence 80.17 feet along the arc of a tangent 1165.76 foot radius curve to the right through a central angle of 03°56'25", subtended by a chord which bears North 42°12'52" East for a distance of 80.15 feet;
L766) thence North 50°21'54" East a distance of 65.51 feet;
L767) thence North 50°54'30" East a distance of 607.47 feet;
L768) thence North 51°32'13" East a distance of 829.08 feet;
L769) thence North 88°34'15" East a distance of 72.65 feet;
L770) thence North 56°19'04" East a distance of 223.96 feet;
L771) thence South 00°40'23" East a distance of 86.37 feet;
L772) thence South 00°50'31" East a distance of 730.00 feet;
L773) thence South 00°43'08" East a distance of 1060.03 feet;
L774) thence South 00°51'10" East a distance of 852.41 feet;
L775) thence North 90°00'00" East a distance of 648.71 feet;
L776) thence North 90°00'00" East a distance of 57.99 feet;
L777) thence South 00°00'00" West a distance of 306.76 feet;
C127) thence from a radial line which bears South 89°59'06" West, 247.70 feet along the arc of a non-tangent 1002.31 foot radius curve to the left through a central angle of 14°09'35", subtended by a chord which bears South 07°05'41" East for a distance of 247.07 feet;
L778) thence South 14°12'13" East a distance of 171.64 feet;
C128) thence from a radial line which bears South 75°53'35" West, 39.03 feet along the arc of a non-tangent 24.95 foot radius curve to the left through a central angle of 89°36'56", subtended by a chord which bears South 58°54'53" East for a distance of 35.17 feet;
L779) thence South 15°06'53" East a distance of 112.53 feet;

C129) thence from a radial line which bears South 13°26'37" East, 270.46 feet along the arc of a non-tangent 2127.30 foot radius curve to the right through a central angle of 07°17'04", subtended by a chord which bears South 80°11'55" West for a distance of 270.28 feet;
L780) thence South 89°22'47" West a distance of 699.85 feet;
L781) thence South 52°22'14" West a distance of 74.91 feet;
L782) thence South 70°51'41" West a distance of 389.12 feet;
L783) thence South 70°51'13" West a distance of 307.42 feet;
L784) thence North 51°19'16" West a distance of 609.15 feet;
L785) thence South 38°32'47" West a distance of 80.25 feet;
L786) thence North 51°27'13" West a distance of 95.14 feet;
L787) thence North 55°50'38" West a distance of 284.29 feet;
L788) thence South 87°44'39" West a distance of 59.85 feet;
C130) thence 15.78 feet along the arc of a tangent 25.18 foot radius curve to the left through a central angle of 35°54'41", subtended by a chord which bears South 69°47'18" West for a distance of 15.53 feet;
C131) thence 70.27 feet along the arc of a tangent 416.05 foot radius curve to the right through a central angle of 09°40'36", subtended by a chord which bears South 56°40'16" West for a distance of 70.18 feet;
L789) thence South 67°27'10" West a distance of 422.40 feet;
C132) thence 187.37 feet along the arc of a tangent 484.74 foot radius curve to the right through a central angle of 22°08'48", subtended by a chord which bears South 78°31'34" West for a distance of 186.20 feet;
L790) thence South 89°19'24" West a distance of 110.48 feet;
L791) thence South 87°59'20" West a distance of 90.88 feet;
L792) thence South 86°44'35" West a distance of 588.15 feet;
L793) thence South 02°27'49" East a distance of 70.68 feet;
L794) thence South 85°56'34" West a distance of 71.03 feet;4
L795) thence South 86°35'40" West a distance of 122.03 feet;
L796) thence South 85°38'11" West a distance of 50.01 feet;
L797) thence South 86°31'27" West a distance of 105.81 feet;
L798) thence South 02°26'49" East a distance of 29.71 feet;
L799) thence South 87°21'46" West a distance of 225.27 feet;
L800) thence South 67°26'11" West a distance of 51.10 feet;
L801) thence South 53°51'23" West a distance of 382.02 feet;
L802) thence South 80°34'58" West a distance of 98.57 feet;
L803) thence South 78°46'09" West a distance of 39.91 feet;
C133) thence from a radial line which bears South 77°44'40" West, 36.15 feet along the arc of a non-tangent 254.60 foot radius curve to the right through a central angle of 08°08'07", subtended by a chord which bears North 08°11'16" West for a distance of 36.12 feet;
L804) thence South 87°36'01" West a distance of 101.28 feet;
L805) thence South 02°46'02" East a distance of 81.82 feet;
L806) thence South 73°12'28" West a distance of 29.98 feet;
L807) thence South 37°22'46" East a distance of 521.59 feet;
L808) thence South 37°22'56" East a distance of 92.41 feet;

L809) thence South 31°56'10" East a distance of 69.95 feet;
L810) thence South 22°07'53" East a distance of 169.41 feet;
L811) thence South 87°23'58" West a distance of 92.66 feet;
L812) thence South 00°00'00" West a distance of 120.65 feet;
L813) thence South 06°46'07" West a distance of 41.97 feet;
C134) thence from a radial line which bears South 05°36'22" West, 99.20 feet along the arc of a non-tangent 274.76 foot radius curve to the right through a central angle of 20°41'12", subtended by a chord which bears North 74°03'02" West for a distance of 98.66 feet;
L814) thence South 24°52'53" West a distance of 137.91 feet;
L815) thence North 59°38'09" West a distance of 20.79 feet;
L816) thence South 58°55'09" West a distance of 85.23 feet;
L817) thence South 00°29'20" West a distance of 101.95 feet;
L818) thence South 01°14'43" East a distance of 40.02 feet;
L819) thence South 00°00'00" West a distance of 210.39 feet;
L820) thence South 01°36'59" West a distance of 50.11 feet;
L821) thence South 89°06'27" West a distance of 23.27 feet;
L822) thence North 89°52'31" West a distance of 500.00 feet;
L823) thence North 00°00'00" East a distance of 7.97 feet;
L824) thence North 89°52'31" West a distance of 948.18 feet;
L825) thence South 89°32'31" West a distance of 99.98 feet;
L826) thence North 00°27'25" West a distance of 715.02 feet;
L827) thence North 89°32'16" West a distance of 206.66 feet;
L828) thence North 88°07'20" West a distance of 42.03 feet;
L829) thence South 88°59'52" West a distance of 99.46 feet;
L830) thence South 00°27'19" East a distance of 36.50 feet;
L831) thence North 89°15'56" West a distance of 124.39 feet;
L832) thence North 89°57'02" West a distance of 42.04 feet;
L833) thence North 89°28'57" West a distance of 124.39 feet;
L834) thence North 00°06'08" West a distance of 40.66 feet;
L835) thence South 89°27'51" West a distance of 100.76 feet;
L836) thence South 00°55'23" East a distance of 35.99 feet;
L837) thence North 87°05'18" West a distance of 42.10 feet;
L838) thence North 89°46'26" West a distance of 486.56 feet;
L839) thence South 89°55'01" West a distance of 49.98 feet;
L840) thence North 89°36'30" West a distance of 243.95 feet;
L841) thence South 86°12'24" West a distance of 59.71 feet;
L842) thence South 76°24'02" West a distance of 59.96 feet;
L843) thence South 68°32'46" West a distance of 55.49 feet;
L844) thence South 59°47'42" West a distance of 46.47 feet;
L845) thence South 52°59'15" West a distance of 58.28 feet;
L846) thence South 57°04'54" West a distance of 310.51 feet;
L847) thence South 57°53'35" West a distance of 42.02 feet;
L848) thence North 32°06'25" West a distance of 28.42 feet;
L849) thence South 57°13'32" West a distance of 98.75 feet;
L850) thence South 32°41'37" East a distance of 30.06 feet;

L851) thence South 56°54'45" West a distance of 110.87 feet;
L852) thence South 43°58'04" West a distance of 45.52 feet;
L853) thence South 07°31'04" West a distance of 44.60 feet;
L854) thence South 01°11'02" East a distance of 124.56 feet;
L855) thence South 11°34'50" East a distance of 162.49 feet;
L856) thence South 14°10'40" West a distance of 124.44 feet;
L857) thence South 02°34'52" East a distance of 153.72 feet;
L858) thence South 89°37'41" West a distance of 5.58 feet;
L859) thence South 22°10'36" West a distance of 117.14 feet;
L860) thence South 64°11'08" East a distance of 54.43 feet;
L861) thence South 25°19'39" West a distance of 84.04 feet;
C135) thence from a radial line which bears North 58°12'53" West, 97.79 feet along the arc of a non-tangent 765.13 foot radius curve to the left through a central angle of 07°19'22", subtended by a chord which bears South 28°07'25" West for a distance of 97.72 feet;
L862) thence North 64°03'40" West a distance of 60.82 feet;
L863) thence South 88°43'18" West a distance of 115.35 feet;
L864) thence South 00°23'42" East a distance of 10.51 feet;
L865) thence North 87°05'14" West a distance of 129.81 feet;
L866) thence South 81°01'21" West a distance of 65.50 feet;
L867) thence South 58°37'06" West a distance of 65.63 feet;
L868) thence North 88°31'40" West a distance of 139.65 feet;
L869) thence South 87°19'41" West a distance of 123.61 feet;
L870) thence South 80°08'11" West a distance of 205.01 feet;
L871) thence South 85°28'27" West a distance of 60.17 feet;
L872) thence North 89°47'37" West a distance of 351.95 feet;
L873) thence North 00°02'47" East a distance of 44.83 feet;
L874) thence South 74°22'07" West a distance of 110.83 feet;
C136) thence from a radial line which bears North 75°34'58" East, 58.30 feet along the arc of a non-tangent 226.83 foot radius curve to the right through a central angle of 14°43'34", subtended by a chord which bears South 07°03'15" East for a distance of 58.14 feet;
L875) thence South 00°22'54" West a distance of 67.41 feet;
L876) thence North 89°12'34" West a distance of 97.05 feet;
L877) thence South 55°15'13" West a distance of 223.01 feet;
L878) thence South 42°12'57" West a distance of 70.17 feet;
L879) thence South 22°33'23" West a distance of 40.34 feet;
L880) thence North 60°01'33" West a distance of 46.06 feet;
L881) thence South 31°50'33" West a distance of 101.33 feet;
L882) thence South 57°10'30" East a distance of 30.62 feet;
L883) thence South 51°36'21" East a distance of 68.39 feet;
L884) thence South 15°16'10" East a distance of 25.32 feet;
L885) thence North 88°56'10" West a distance of 89.79 feet;
L886) thence South 00°59'31" East a distance of 104.68 feet;
L887) thence South 89°12'54" East a distance of 11.82 feet;
L888) thence South 00°00'00" West a distance of 39.99 feet;

L889) thence South 00°00'00" West a distance of 115.14 feet;
L890) thence North 78°53'51" East a distance of 31.43 feet;
L891) thence South 00°57'00" West a distance of 104.94 feet;
L892) thence South 23°30'07" East a distance of 25.17 feet;
C137) thence from a radial line which bears North 24°27'31" West, 87.67 feet along the arc of a non-tangent 268.82 foot radius curve to the right through a central angle of 18°41'11", subtended by a chord which bears North 74°53'05" East for a distance of 87.28 feet;
L893) thence South 05°29'04" West a distance of 51.19 feet;
L894) thence South 00°44'38" West a distance of 106.09 feet;
L895) thence South 89°18'46" East a distance of 277.96 feet;
L896) thence South 89°18'29" East a distance of 42.01 feet;
L897) thence South 89°18'57" East a distance of 373.33 feet;
L898) thence South 88°36'59" East a distance of 60.04 feet;
L899) thence South 89°57'34" East a distance of 512.87 feet;
L900) thence South 00°00'00" West a distance of 260.69 feet;
L901) thence North 89°55'47" East a distance of 88.69 feet;
L902) thence South 89°40'56" East a distance of 71.86 feet;
L903) thence South 00°19'04" West a distance of 23.63 feet;
L904) thence South 89°41'44" East a distance of 211.44 feet;
L905) thence North 78°53'14" East a distance of 318.16 feet;
L906) thence North 86°00'27" East a distance of 157.20 feet;
L907) thence North 52°17'40" East a distance of 169.95 feet;
L908) thence North 62°57'19" East a distance of 121.95 feet;
L909) thence North 67°29'16" East a distance of 198.59 feet;
L910) thence North 21°40'42" West a distance of 165.91 feet;
L911) thence North 21°40'10" West a distance of 163.52 feet;
L912) thence North 22°16'02" West a distance of 101.00 feet;
L913) thence North 24°38'37" West a distance of 62.84 feet;
C138) thence 528.57 feet along the arc of a tangent 1612.58 foot radius curve to the left through a central angle of 18°46'49", subtended by a chord which bears North 34°02'01" West for a distance of 526.21 feet;
L914) thence North 43°04'45" West a distance of 28.36 feet;
L915) thence North 53°04'34" East a distance of 82.85 feet;
L916) thence North 53°21'52" East a distance of 141.82 feet;
L917) thence North 54°21'44" East a distance of 91.69 feet;
L918) thence North 55°26'08" East a distance of 162.71 feet;
L919) thence North 56°32'52" East a distance of 101.65 feet;
L920) thence North 57°19'47" East a distance of 76.81 feet;
L921) thence South 18°56'41" East a distance of 61.85 feet;
L922) thence South 33°02'16" East a distance of 643.69 feet;
L923) thence North 59°58'56" East a distance of 115.19 feet;
L924) thence North 56°42'46" East a distance of 50.00 feet;
L925) thence South 33°17'14" East a distance of 35.78 feet;
L926) thence South 31°42'23" East a distance of 20.62 feet;
L927) thence North 56°23'04" East a distance of 85.17 feet;

L928) thence North 82°20'44" East a distance of 185.84 feet;
L929) thence North 44°15'08" East a distance of 70.69 feet;
L930) thence North 08°43'53" West a distance of 85.47 feet;
L931) thence North 19°03'51" East a distance of 49.04 feet;
L932) thence North 04°52'38" West a distance of 94.21 feet;
L933) thence North 09°35'55" West a distance of 253.22 feet;
L934) thence North 42°16'25" West a distance of 9.16 feet;
L935) thence North 89°53'10" East a distance of 784.65 feet;
L936) thence North 89°32'23" East a distance of 61.98 feet;
L937) thence South 00°27'20" East a distance of 1334.96 feet;
L938) thence South 01°12'45" East a distance of 150.73 feet;
L939) thence South 00°27'18" East a distance of 529.52 feet;
C139) thence 254.63 feet along the arc of a tangent 583.82 foot radius curve to the left through a central angle of 24°59'22", subtended by a chord which bears South 12°56'59" East for a distance of 252.62 feet;
L940) thence South 69°44'36" West a distance of 90.13 feet;
L941) thence South 00°00'00" West a distance of 42.55 feet;
L942) thence South 61°11'29" West a distance of 127.93 feet;
L943) thence North 90°00'00" West a distance of 153.20 feet;
L944) thence South 76°18'50" West a distance of 77.66 feet;
L945) thence North 50°01'04" West a distance of 112.81 feet;
L946) thence North 63°54'03" West a distance of 51.82 feet;
L947) thence North 47°07'24" West a distance of 96.84 feet;
L948) thence North 33°46'38" East a distance of 52.80 feet;
L949) thence North 10°49'25" East a distance of 51.92 feet;
L950) thence North 00°00'00" East a distance of 387.65 feet;
L951) thence North 90°00'00" West a distance of 105.54 feet;
L952) thence South 00°17'02" East a distance of 28.13 feet;
L953) thence North 88°24'45" West a distance of 50.03 feet;
L954) thence South 89°31'46" West a distance of 653.04 feet;
L955) thence South 61°52'56" West a distance of 40.02 feet;
C140) thence from a radial line which bears South 61°30'11" West, 273.00 feet along the arc of a non-tangent 928.62 foot radius curve to the right through a central angle of 16°50'38", subtended by a chord which bears North 20°04'30" West for a distance of 272.01 feet;
L956) thence South 81°20'44" West a distance of 98.03 feet;
L957) thence South 27°21'00" West a distance of 50.88 feet;
L958) thence South 00°19'05" East a distance of 78.32 feet;
L959) thence South 31°19'56" East a distance of 127.55 feet;
L960) thence South 58°21'40" West a distance of 95.48 feet;
L961) thence South 58°32'15" West a distance of 59.99 feet;
L962) thence South 58°32'23" West a distance of 96.11 feet;
L963) thence South 31°04'02" East a distance of 20.65 feet;
L964) thence South 40°02'35" West a distance of 114.19 feet;
L965) thence South 19°35'45" West a distance of 48.09 feet;
L966) thence South 50°03'31" West a distance of 111.61 feet;

L967) thence South 12°25'37" East a distance of 33.18 feet;
L968) thence South 44°07'58" West a distance of 340.35 feet;
L969) thence South 59°15'16" West a distance of 142.07 feet;
L970) thence South 72°14'34" West a distance of 156.98 feet;
L971) thence South 71°53'36" West a distance of 53.99 feet;
L972) thence South 71°52'58" West a distance of 179.84 feet;
L973) thence North 89°53'03" West a distance of 358.55 feet;
L974) thence North 01°21'13" West a distance of 52.17 feet;
L975) thence North 89°57'30" West a distance of 997.32 feet;
L976) thence North 89°57'56" West a distance of 60.27 feet;
L977) thence North 07°29'03" East a distance of 278.25 feet;
C141) thence 35.89 feet along the arc of a tangent 26.16 foot radius curve to the left through a central angle of 78°35'38", subtended by a chord which bears North 31°48'46" West for a distance of 33.14 feet;
C142) thence from a radial line which bears South 10°36'51" West, 113.51 feet along the arc of a non-tangent 678.86 foot radius curve to the right through a central angle of 09°34'50", subtended by a chord which bears North 74°35'44" West for a distance of 113.38 feet;
C143) thence 21.09 feet along the arc of a tangent 130.55 foot radius curve to the left through a central angle of 09°15'25", subtended by a chord which bears North 74°26'01" West for a distance of 21.07 feet;
C144) thence from a radial line which bears North 12°52'49" East, 160.54 feet along the arc of a non-tangent 1831.16 foot radius curve to the left through a central angle of 05°01'24", subtended by a chord which bears North 79°37'53" West for a distance of 160.49 feet;
L978) thence North 83°30'49" West a distance of 87.91 feet;
L979) thence North 86°13'13" West a distance of 108.31 feet;
L980) thence North 89°45'00" West a distance of 664.15 feet;
L981) thence South 88°56'05" West a distance of 125.58 feet;

Containing 516 acres of land, more or less.

REDEVELOPMENT AREA 3

Beginning at a point on the North Right-of-Way line of Ambassador Drive, from which, the centerline intersection of Ambassador Drive and Forest Lake Drive bears approximately South 76° East a distance of 111 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L990) South 00°23'35" East a distance of 59.99 feet;
L991) thence South 00°23'35" East a distance of 105.69 feet;
L992) thence South 69°39'16" West a distance of 32.31 feet;
L993) thence South 00°16'14" East a distance of 437.42 feet;
L994) thence South 04°22'20" West a distance of 59.90 feet;

L995) thence South 16°39'53" West a distance of 173.27 feet;
L996) thence South 24°14'44" West a distance of 111.73 feet;
L997) thence South 54°26'06" West a distance of 26.42 feet;
L998) thence North 73°25'39" West a distance of 152.35 feet;
L999) thence North 85°36'34" West a distance of 335.65 feet;
L1000) thence North 14°22'33" West a distance of 170.50 feet;
L1001) thence North 32°18'17" West a distance of 244.07 feet;
L1002) thence North 25°49'57" West a distance of 125.51 feet;
L1003) thence North 33°12'48" West a distance of 68.88 feet;
L1004) thence North 33°59'50" West a distance of 60.02 feet;
L1005) thence North 57°48'49" East a distance of 158.19 feet;
L1006) thence North 57°53'28" East a distance of 227.33 feet;
C152) thence from a radial line which bears North 30°22'07" West, 177.38 feet along the arc of a non-tangent 560.03 foot radius curve to the right through a central angle of 18°08'50", subtended by a chord which bears North 68°42'18" East for a distance of 176.64 feet;
C153) thence 105.05 feet along the arc of a tangent 834.94 foot radius curve to the right through a central angle of 07°12'33", subtended by a chord which bears North 81°22'59" East for a distance of 104.98 feet;
C154) thence 113.88 feet along the arc of a tangent 1675.75 foot radius curve to the right through a central angle of 03°53'37", subtended by a chord which bears North 86°56'04" East for a distance of 113.86 feet;
L1007) thence North 88°37'40" East a distance of 219.72 feet;

Containing 15 acres of land, more or less.

EXCEPTING THEREFROM, the following 5 areas:

1: EXCEPTION AREA 1A

Beginning at a point on the Southerly Right-of-Way line Neiretto Court, from which, the centerline intersection of Chardonay Drive and Coloma Road bears approximately North 22° East a distance of 610 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L432) thence North 35°32'26" East a distance of 470.59 feet;
L433) thence South 55°22'46" East a distance of 212.94 feet;
L434) thence South 35°36'11" West a distance of 523.94 feet;
L435) thence South 73°15'33" West a distance of 186.09 feet;
L436) thence North 12°38'42" East a distance of 75.66 feet;
L437) thence North 55°28'34" West a distance of 69.06 feet;

L1010) thence North 35°32'26" East a distance of 128.65 feet;
Containing 3 acres of land, more or less.

2: EXCEPTION AREA 1B
Beginning at a point on the Southwesterly Right-of-Way line of Belcan Drive, from which, the centerline intersection of Beclan Drive and Zinfandel Drive bears approximately North 45° West a distance of 137 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L438) thence South 32°47'03" East a distance of 58.50 feet;
L439) thence North 51°17'35" East a distance of 281.73 feet;
L440) thence South 35°14'01" East a distance of 30.97 feet;
L441) thence South 25°33'17" East a distance of 92.84 feet;
L442) thence South 36°30'23" East a distance of 246.73 feet;
L443) thence North 50°17'19" East a distance of 93.14 feet;
L444) thence North 53°10'16" East a distance of 30.29 feet;
L445) thence North 39°21'25" East a distance of 164.71 feet;
L446) thence North 48°38'33" East a distance of 161.75 feet;
L447) thence North 29°59'57" West a distance of 110.40 feet;
L448) thence North 57°03'52" East a distance of 304.57 feet;
L449) thence North 58°42'30" East a distance of 283.44 feet;
L450) thence South 30°40'03" East a distance of 114.19 feet;
L451) thence South 28°18'33" East a distance of 50.06 feet;
L452) thence South 31°56'48" East a distance of 101.44 feet;
L453) thence South 13°38'14" West a distance of 47.96 feet;
L454) thence South 30°43'06" East a distance of 807.20 feet;
L455) thence South 58°45'28" West a distance of 368.33 feet;
L456) thence South 58°45'04" West a distance of 367.21 feet;
L457) thence South 60°04'24" West a distance of 79.33 feet;
L458) thence South 29°24'34" East a distance of 28.42 feet;
L459) thence South 27°47'47" East a distance of 128.24 feet;
L460) thence South 55°30'59" West a distance of 103.06 feet;
L461) thence South 33°25'45" East a distance of 57.37 feet;
L462) thence South 57°23'23" West a distance of 161.60 feet;
L463) thence South 32°32'27" East a distance of 73.17 feet;
L464) thence South 57°19'37" West a distance of 108.16 feet;
L465) thence South 32°31'03" East a distance of 84.50 feet;
L466) thence South 56°32'18" West a distance of 50.02 feet;
L467) thence South 56°32'18" West a distance of 100.83 feet;
L468) thence North 32°24'44" West a distance of 5.41 feet;
L469) thence South 59°09'16" West a distance of 135.72 feet;
L470) thence South 53°47'29" West a distance of 42.09 feet;
L471) thence South 57°09'58" West a distance of 274.46 feet;

C90) thence from a radial line which bears South 59°10'18" West, 71.98 feet along the arc of a non-tangent 894.00 foot radius curve to the right through a central angle of 04°36'48", subtended by a chord which bears North 28°31'18" West for a distance of 71.96 feet;
L471) thence South 61°16'22" West a distance of 44.01 feet;
L472) thence South 61°20'59" West a distance of 141.20 feet;
L473) thence North 28°00'06" West a distance of 20.69 feet;
L474) thence North 09°29'42" West a distance of 240.14 feet;
L475) thence North 19°02'43" West a distance of 225.91 feet;
L476) thence North 33°46'20" West a distance of 160.97 feet;
L477) thence North 32°46'56" West a distance of 140.83 feet;
L478) thence North 32°47'51" West a distance of 40.01 feet;
L479) thence North 32°47'23" West a distance of 192.54 feet;
L480) thence North 16°34'31" West a distance of 182.94 feet;
L481) thence North 00°03'22" West a distance of 185.38 feet;
L482) thence North 19°13'54" East a distance of 126.09 feet;
L483) thence North 22°09'00" East a distance of 60.85 feet;
L484) thence North 01°01'21" West a distance of 71.08 feet;
L485) thence North 43°22'30" East a distance of 65.97 feet;
L486) thence North 36°52'12" East a distance of 52.01 feet;
L487) thence North 39°31'44" East a distance of 76.87 feet;
L488) thence North 43°46'45" East a distance of 67.36 feet;
L489) thence South 51°57'11" East a distance of 1.06 feet;

Containing 55 acres of land, more or less.

3: EXCEPTION AREA 1C

Beginning at a point on the Southeasterly Right-of-Way line of Chassella Way, from which, the centerline intersection of Zinfandel Drive and Chassella Way bears approximately North 45° East a distance of 114 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L490) thence South 30°07'03" East a distance of 118.24 feet;
L491) thence South 56°40'47" West a distance of 35.83 feet;
L492) thence North 34°19'49" West a distance of 19.79 feet;
L493) thence South 56°50'15" West a distance of 62.21 feet;
L494) thence North 83°48'32" West a distance of 172.40 feet;
L495) thence North 47°28'17" West a distance of 183.05 feet;
L496) thence North 73°22'20" West a distance of 58.51 feet;
L497) thence South 66°16'18" West a distance of 397.91 feet;
L498) thence South 51°27'56" West a distance of 28.45 feet;
L499) thence South 33°29'56" East a distance of 42.16 feet;
L500) thence South 56°44'35" West a distance of 21.28 feet;
L501) thence North 33°33'40" West a distance of 40.19 feet;

L502) thence South 51°27'10" West a distance of 195.65 feet;
L503) thence South 40°35'52" West a distance of 331.88 feet;
L504) thence South 33°23'46" East a distance of 274.31 feet;
L505) thence South 00°00'00" West a distance of 93.00 feet;
L506) thence North 84°26'25" West a distance of 126.06 feet;
L507) thence North 82°36'40" West a distance of 40.02 feet;
C91) thence from a radial line which bears South 81°53'19" East, 88.98 feet along the arc of a non-tangent 109.92 foot radius curve to the right through a central angle of 46°22'47", subtended by a chord which bears South 31°18'04" West for a distance of 86.57 feet;
L508) thence North 34°29'49" West a distance of 102.77 feet;
L509) thence North 23°53'45" West a distance of 63.35 feet;
L510) thence North 32°44'56" West a distance of 267.39 feet;
L511) thence North 24°30'01" West a distance of 109.77 feet;
L512) thence North 11°23'54" West a distance of 110.40 feet;
L513) thence North 00°34'36" East a distance of 54.00 feet;
L514) thence North 88°54'32" West a distance of 106.57 feet;
L515) thence North 87°40'54" West a distance of 60.03 feet;
L516) thence South 00°00'00" West a distance of 16.89 feet;
C92) thence 34.97 feet along the arc of a tangent 20.22 foot radius curve to the right through a central angle of 99°04'32", subtended by a chord which bears South 49°32'16" West for a distance of 30.77 feet;
C93) thence 97.60 feet along the arc of a tangent 124.30 foot radius curve to the right through a central angle of 44°59'22", subtended by a chord which bears North 58°25'47" West for a distance of 95.12 feet;
L517) thence North 36°40'57" West a distance of 217.20 feet;
C94) thence 83.08 feet along the arc of a tangent 137.21 foot radius curve to the left through a central angle of 34°41'32", subtended by a chord which bears North 54°01'43" West for a distance of 81.82 feet;
C95) thence 122.28 feet along the arc of a tangent 159.21 foot radius curve to the left through a central angle of 44°00'29", subtended by a chord which bears South 86°37'17" West for a distance of 119.30 feet;
C96) thence 25.46 feet along the arc of a tangent 125.94 foot radius curve to the left through a central angle of 11°34'57", subtended by a chord which bears South 58°49'34" West for a distance of 25.42 feet;
L518) thence South 56°47'31" West a distance of 63.33 feet;
C97) thence 33.53 feet along the arc of a tangent 25.04 foot radius curve to the right through a central angle of 76°43'13", subtended by a chord which bears North 84°50'53" West for a distance of 31.08 feet;
L519) thence North 35°45'47" West a distance of 72.80 feet;
L520) thence South 55°16'24" West a distance of 50.01 feet;
L521) thence South 56°01'00" West a distance of 115.87 feet;
L522) thence North 34°25'35" West a distance of 3.91 feet;
L523) thence South 53°52'36" West a distance of 111.27 feet;
L524) thence South 55°22'54" West a distance of 117.89 feet;
L525) thence North 80°32'45" West a distance of 42.58 feet;

L526) thence South 10°42'57" West a distance of 42.49 feet;
L527) thence South 55°18'43" West a distance of 74.45 feet;
L528) thence South 54°59'58" West a distance of 40.00 feet;
L529) thence South 54°07'44" West a distance of 106.45 feet;
L530) thence South 34°38'01" East a distance of 21.36 feet;
L531) thence South 37°33'20" West a distance of 96.92 feet;
L532) thence South 43°05'45" West a distance of 40.10 feet;
C98) thence from a radial line which bears South 39°08'33" West, 56.94 feet along the arc of a non-tangent 369.07 foot radius curve to the left through a central angle of 08°50'22", subtended by a chord which bears South 55°16'38" East for a distance of 56.88 feet;
L533) thence South 30°07'26" West a distance of 116.19 feet;
L534) thence North 77°36'33" West a distance of 53.88 feet;
L535) thence North 34°33'06" West a distance of 628.29 feet;
L536) thence North 23°33'42" East a distance of 26.29 feet;
L537) thence North 55°03'14" West a distance of 96.30 feet;
L538) thence North 34°35'07" East a distance of 151.83 feet;
L539) thence North 34°24'59" East a distance of 273.61 feet;
L540) thence North 34°24'42" East a distance of 196.37 feet;
L541) thence North 31°31'31" East a distance of 97.66 feet;
C99) thence from a radial line which bears South 64°21'33" East, 152.25 feet along the arc of a non-tangent 476.40 foot radius curve to the left through a central angle of 18°18'39", subtended by a chord which bears North 16°29'07" East for a distance of 151.60 feet;
L542) thence North 47°33'50" West a distance of 56.72 feet;
L543) thence North 34°52'02" West a distance of 197.67 feet;
L544) thence North 10°02'08" East a distance of 61.36 feet;
L545) thence North 33°27'19" East a distance of 245.35 feet;
L546) thence North 72°05'09" East a distance of 182.87 feet;
L547) thence North 35°27'30" East a distance of 574.96 feet;
L548) thence North 73°45'45" East a distance of 73.23 feet;
L549) thence North 73°46'14" East a distance of 51.22 feet;
C100) thence from a radial line which bears North 86°05'20" East, 168.62 feet along the arc of a non-tangent 970.52 foot radius curve to the left through a central angle of 09°57'18", subtended by a chord which bears North 08°53'19" West for a distance of 168.41 feet;
L550) thence North 16°13'35" West a distance of 79.18 feet;
L551) thence South 73°46'37" West a distance of 89.21 feet;
C101) thence 95.98 feet along the arc of a tangent 205.45 foot radius curve to the right through a central angle of 26°46'01", subtended by a chord which bears South 87°09'38" West for a distance of 95.11 feet;
L552) thence North 12°02'12" East a distance of 92.46 feet;
L553) thence North 58°40'05" East a distance of 122.88 feet;
L554) thence North 27°47'20" East a distance of 195.05 feet;
L555) thence North 33°54'46" East a distance of 1382.78 feet;
L556) thence North 43°13'39" East a distance of 58.00 feet;

L557) thence North 47°13'23" West a distance of 69.37 feet;
L558) thence North 41°58'51" East a distance of 142.56 feet;
L559) thence South 46°56'06" East a distance of 278.55 feet;
L560) thence North 42°26'53" East a distance of 360.32 feet;
L561) thence North 44°38'17" West a distance of 365.25 feet;
L562) thence North 77°05'53" East a distance of 122.55 feet;
L563) thence North 85°00'16" East a distance of 59.52 feet;
C102) thence from a radial line which bears South 76°57'49" West, 19.20 feet along the arc of a non-tangent 20.30 foot radius curve to the right through a central angle of 54°11'58", subtended by a chord which bears North 14°03'49" East for a distance of 18.49 feet;
L564) thence North 41°35'09" East a distance of 72.30 feet;
C103) thence 31.90 feet along the arc of a tangent 20.02 foot radius curve to the right through a central angle of 91°18'49", subtended by a chord which bears North 87°14'33" East for a distance of 28.63 feet;
L565) thence South 47°03'35" East a distance of 47.77 feet;
L566) thence North 45°00'00" East a distance of 60.02 feet;
L567) thence North 38°02'20" East a distance of 738.39 feet;
L568) thence North 46°50'29" West a distance of 90.92 feet;
L569) thence North 38°20'01" East a distance of 469.34 feet;
L570) thence North 38°25'55" East a distance of 64.01 feet;
L571) thence South 51°34'46" East a distance of 40.62 feet;
L572) thence North 37°38'47" East a distance of 105.92 feet;
L573) thence South 52°03'52" East a distance of 30.01 feet;
L574) thence North 37°35'38" East a distance of 34.99 feet;
L575) thence South 52°03'02" East a distance of 75.79 feet;
L576) thence South 63°33'05" East a distance of 127.75 feet;
L577) thence North 34°08'43" East a distance of 201.13 feet;
L578) thence North 38°17'14" East a distance of 489.35 feet;
L579) thence North 50°42'18" East a distance of 77.08 feet;
L580) thence North 35°11'37" East a distance of 204.18 feet;
L581) thence South 57°27'22" East a distance of 74.38 feet;
L582) thence North 34°14'06" East a distance of 60.23 feet;
L583) thence North 28°40'16" East a distance of 79.39 feet;
L584) thence North 57°57'16" East a distance of 663.04 feet;
L585) thence South 43°23'52" East a distance of 107.24 feet;
L586) thence South 44°33'33" West a distance of 19.99 feet;
C104) thence 230.82 feet along the arc of a tangent 432.48 foot radius curve to the left through a central angle of 30°34'47", subtended by a chord which bears South 29°16'10" West for a distance of 228.09 feet;
L587) thence South 15°09'24" West a distance of 227.47 feet;
L588) thence South 15°45'44" West a distance of 102.73 feet;
L589) thence South 73°24'19" East a distance of 51.39 feet;
C105) thence from a radial line which bears North 69°02'58" West, 36.22 feet along the arc of a non-tangent 24.93 foot radius curve to the right through

a central angle of 83°13'49", subtended by a chord which bears North 62°33'56" East for a distance of 33.12 feet;

L590) thence South 75°57'38" East a distance of 158.51 feet;

L591) thence South 75°56'32" East a distance of 94.00 feet;

C106) thence 178.52 feet along the arc of a tangent 1825.12 foot radius curve to the right through a central angle of 05°36'15", subtended by a chord which bears South 73°08'25" East for a distance of 178.45 feet;

C107) thence 106.88 feet along the arc of a tangent 495.41 foot radius curve to the right through a central angle of 12°21'41", subtended by a chord which bears South 64°09'27" East for a distance of 106.67 feet;

C108) thence 92.04 feet along the arc of a tangent 695.72 foot radius curve to the right through a central angle of 07°34'49", subtended by a chord which bears South 54°11'12" East for a distance of 91.98 feet;

L592) thence North 23°37'53" East a distance of 62.39 feet;

L593) thence North 37°48'11" East a distance of 129.08 feet;

L594) thence South 43°39'32" East a distance of 1185.82 feet;

L595) thence South 60°35'08" West a distance of 139.55 feet;

L596) thence South 58°36'53" West a distance of 59.99 feet;

L597) thence South 58°01'46" West a distance of 101.51 feet;

L598) thence North 58°41'08" West a distance of 32.50 feet;

L599) thence South 65°08'14" West a distance of 233.52 feet;

L600) thence South 78°04'55" West a distance of 65.64 feet;

L601) thence South 24°16'09" East a distance of 41.27 feet;

L602) thence South 59°29'35" West a distance of 169.99 feet;

L603) thence South 58°40'22" West a distance of 113.62 feet;

L604) thence North 28°17'37" West a distance of 58.57 feet;

L605) thence South 55°47'45" West a distance of 262.14 feet;

L606) thence South 38°07'03" West a distance of 76.56 feet;

L607) thence South 47°47'34" West a distance of 531.22 feet;

L608) thence South 67°41'40" West a distance of 68.08 feet;

L609) thence South 67°47'07" West a distance of 55.98 feet;

C109) thence from a radial line which bears South 67°19'44" West, 58.13 feet along the arc of a non-tangent 504.24 foot radius curve to the left through a central angle of 06°36'17", subtended by a chord which bears South 25°58'25" East for a distance of 58.09 feet;

L508) thence South 60°56'24" West a distance of 114.68 feet;

L509) thence South 34°00'29" West a distance of 68.82 feet;

L510) thence South 46°16'30" West a distance of 126.68 feet;

L511) thence South 74°37'25" West a distance of 54.13 feet;

L512) thence South 40°07'23" West a distance of 139.87 feet;

L513) thence South 45°16'48" West a distance of 131.14 feet;

L514) thence South 46°31'28" West a distance of 243.73 feet;

L515) thence South 00°36'14" West a distance of 30.95 feet;

L516) thence South 47°23'09" West a distance of 110.81 feet;

L517) thence South 48°16'39" West a distance of 54.24 feet;

L518) thence South 46°02'57" West a distance of 106.37 feet;

L519) thence North 46°54'00" West a distance of 5.41 feet;
L520) thence South 41°26'02" West a distance of 99.29 feet;
L521) thence North 47°02'43" West a distance of 175.94 feet;
L522) thence South 37°59'24" West a distance of 60.24 feet;
L523) thence South 37°58'39" West a distance of 430.13 feet;
L524) thence South 49°30'15" East a distance of 93.98 feet;
L525) thence South 44°34'12" West a distance of 215.10 feet;
L526) thence South 35°37'15" West a distance of 159.61 feet;
L527) thence South 31°57'01" West a distance of 44.04 feet;
L528) thence South 32°49'14" West a distance of 103.98 feet;
L529) thence North 55°26'35" West a distance of 6.65 feet;
L530) thence South 41°05'14" West a distance of 51.45 feet;
L531) thence South 18°13'47" West a distance of 51.21 feet;
L532) thence South 24°14'32" West a distance of 51.99 feet;
L1009) thence South 17°44'20" West a distance of 82.08 feet;
L533) thence South 49°06'25" West a distance of 161.38 feet;
L534) thence South 69°00'04" East a distance of 77.37 feet;
L535) thence South 04°07'49" West a distance of 106.18 feet;
L536) thence North 87°06'55" West a distance of 64.81 feet;
L537) thence South 00°22'26" East a distance of 49.98 feet;
L538) thence South 00°00'00" West a distance of 73.25 feet;
L539) thence South 19°26'16" West a distance of 161.07 feet;
L540) thence North 86°23'53" East a distance of 60.57 feet;
L541) thence South 18°56'50" East a distance of 84.61 feet;
L542) thence South 11°59'03" East a distance of 99.66 feet;
L543) thence South 09°11'13" East a distance of 83.08 feet;
L544) thence South 19°05'42" West a distance of 102.48 feet;
L545) thence South 55°27'29" East a distance of 159.54 feet;
L546) thence South 31°47'07" East a distance of 65.02 feet;
L547) thence South 29°45'03" East a distance of 44.04 feet;
L548) thence South 33°07'40" East a distance of 201.80 feet;
L549) thence South 31°33'28" East a distance of 122.92 feet;
L550) thence South 11°16'34" East a distance of 144.20 feet;
L551) thence South 04°40'25" East a distance of 181.93 feet;
L552) thence South 01°18'03" West a distance of 76.64 feet;
L553) thence South 52°54'08" East a distance of 58.34 feet;
L554) thence South 31°54'12" East a distance of 81.88 feet;
L555) thence South 30°03'30" East a distance of 46.02 feet;

Containing 341 acres of land, more or less.

5: EXCEPTION AREA 1D

Beginning at a point on the Northerly Right-of-Way line of Zinfandel Drive, from which, the centerline intersection of Zinfandel Drive and Bridlewood Drive bears approximately

North 38° East a distance of 62 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L666) South 65°16'47" West a distance of 179.74 feet;
L667) thence North 40°03'50" West a distance of 1214.86 feet;
L668) thence North 39°33'16" West a distance of 54.01 feet;
L669) thence South 52°48'55" West a distance of 21.11 feet;
L670) thence South 60°34'06" West a distance of 32.08 feet;
C110) thence from a radial line which bears North 31°27'14" West, 95.78 feet along the arc of a non-tangent 314.00 foot radius curve to the left through a central angle of 17°28'40", subtended by a chord which bears South 49°48'26" West for a distance of 95.41 feet;
C111) thence 34.74 feet along the arc of a tangent 18.75 foot radius curve to the right through a central angle of 106°10'59", subtended by a chord which bears North 85°50'25" West for a distance of 29.98 feet;
L671) thence North 35°35'16" West a distance of 41.72 feet;
L672) thence South 57°00'54" West a distance of 50.00 feet;
L673) thence South 57°00'54" West a distance of 123.36 feet;
L674) thence South 69°45'18" West a distance of 30.48 feet;
L675) thence South 36°05'33" West a distance of 84.41 feet;
L676) thence South 44°57'55" West a distance of 84.47 feet;
L677) thence South 58°21'08" West a distance of 50.49 feet;
L678) thence North 56°20'42" West a distance of 163.76 feet;
L679) thence North 31°57'42" West a distance of 65.66 feet;
L680) thence North 48°23'31" West a distance of 68.01 feet;
L681) thence North 45°18'15" East a distance of 120.68 feet;
L682) thence North 46°06'58" East a distance of 41.99 feet;
L683) thence North 43°53'02" West a distance of 11.40 feet;
L684) thence North 50°05'11" East a distance of 152.62 feet;
L685) thence North 15°20'27" West a distance of 55.21 feet;
L686) thence North 51°11'27" East a distance of 117.16 feet;
L687) thence North 49°30'27" East a distance of 53.80 feet;
C112) thence from a radial line which bears North 52°04'14" East, 197.65 feet along the arc of a non-tangent 464.80 foot radius curve to the left through a central angle of 24°21'52", subtended by a chord which bears North 50°06'42" West for a distance of 196.16 feet;
L688) thence North 62°18'48" West a distance of 103.51 feet;
L689) thence South 23°17'08" West a distance of 50.15 feet;
L690) thence South 27°36'14" West a distance of 106.38 feet;
L691) thence North 81°03'02" West a distance of 51.25 feet;
L692) thence South 18°29'40" West a distance of 44.10 feet;
L693) thence South 42°54'47" West a distance of 60.52 feet;
L694) thence South 37°04'09" West a distance of 75.04 feet;
L695) thence South 40°27'42" West a distance of 67.69 feet;
L696) thence South 47°00'06" West a distance of 82.90 feet;
L697) thence North 70°19'08" West a distance of 76.41 feet;

L698) thence North 47°18'05" West a distance of 87.43 feet;
L699) thence North 82°46'40" West a distance of 100.61 feet;
L700) thence South 70°06'04" West a distance of 75.82 feet;
L701) thence North 22°25'34" West a distance of 95.67 feet;
L702) thence North 22°30'07" West a distance of 50.10 feet;
L703) thence South 63°26'06" West a distance of 55.59 feet;
L704) thence South 59°59'19" West a distance of 23.19 feet;
L705) thence North 33°37'07" West a distance of 112.72 feet;
L706) thence South 64°01'20" West a distance of 14.23 feet;
L707) thence North 40°15'10" West a distance of 257.95 feet;
L708) thence North 64°01'01" East a distance of 154.78 feet;
L709) thence South 40°15'10" East a distance of 257.95 feet;
L710) thence North 64°00'59" East a distance of 260.33 feet;
L711) thence North 39°52'09" West a distance of 293.15 feet;
L712) thence North 64°10'43" East a distance of 525.71 feet;
L713) thence North 39°55'22" West a distance of 52.13 feet;
C113) thence from a radial line which bears North 19°53'33" West, 173.45 feet along the arc of a non-tangent 847.24 foot radius curve to the right through a central angle of 11°43'47", subtended by a chord which bears North 75°58'21" East for a distance of 173.15 feet;
L714) thence North 81°49'23" East a distance of 475.22 feet;
L715) thence North 86°03'59" East a distance of 129.44 feet;
L716) thence North 78°47'22" East a distance of 606.05 feet;
L717) thence South 10°12'16" East a distance of 434.32 feet;
L718) thence North 79°54'03" East a distance of 352.19 feet;
L719) thence South 11°55'50" East a distance of 1141.66 feet;
L720) thence South 69°32'49" East a distance of 552.60 feet;
C114) thence from a radial line which bears South 61°44'25" East, 273.39 feet along the arc of a non-tangent 456.70 foot radius curve to the right through a central angle of 34°17'54", subtended by a chord which bears South 45°24'32" West for a distance of 269.33 feet;
L727) thence South 65°18'32" West a distance of 595.27 feet;

Containing 72 acres of land, more or less.

6: EXCEPTION AREA 2A

Beginning at a point on the Easterly Right-of-Way line of Old Placerville Road, from which, the centerline intersection of Rockingham Drive and Old Placerville Road bears approximately North 48° East a distance of 46 feet; thence from said **POINT OF BEGINNING**, the following arcs, courses and distances:

L982) North 02°28'00" West a distance of 208.84 feet;

C146) thence 337.75 feet along the arc of a tangent 461.78 foot radius curve to the left through a central angle of 41°54'23", subtended by a chord which bears North 23°25'11" West for a distance of 330.27 feet;
L983) thence North 43°00'34" West a distance of 148.29 feet;
C146) thence 312.01 feet along the arc of a tangent 414.00 foot radius curve to the right through a central angle of 43°10'49", subtended by a chord which bears North 21°25'09" West for a distance of 304.68 feet;
L984) thence North 00°09'35" East a distance of 52.04 feet;
L985) thence North 69°01'01" East a distance of 311.43 feet;
C147) thence 364.85 feet along the arc of a tangent 501.05 foot radius curve to the right through a central angle of 41°43'17", subtended by a chord which bears North 89°52'40" East for a distance of 356.85 feet;
L986) thence South 69°15'19" East a distance of 258.77 feet;
C148) thence 92.69 feet along the arc of a tangent 801.43 foot radius curve to the right through a central angle of 06°37'35", subtended by a chord which bears South 65°56'31" East for a distance of 92.64 feet;
L987) thence South 00°49'10" East a distance of 299.07 feet;
C149) thence from a radial line which bears North 13°38'51" West, 110.57 feet along the arc of a non-tangent 58.64 foot radius curve to the left through a central angle of 108°02'14", subtended by a chord which bears South 22°20'01" West for a distance of 94.90 feet;
C150) thence from a radial line which bears North 51°28'30" East, 38.04 feet along the arc of a non-tangent 59.05 foot radius curve to the right through a central angle of 36°54'47", subtended by a chord which bears South 20°04'07" East for a distance of 37.39 feet;
L988) thence South 00°49'31" East a distance of 462.94 feet;
C151) thence from a radial line which bears North 89°11'00" East, 30.59 feet along the arc of a non-tangent 20.01 foot radius curve to the right through a central angle of 87°36'11", subtended by a chord which bears South 42°59'06" West for a distance of 27.69 feet;
L989) thence South 86°44'37" West a distance of 591.46 feet;

Containing 18 acres of land, more or less.

TOTAL ACREAGE:

1. Acreage for Redevelopment Area 1:	2,534 acres, more or less
Less Exception Area 1A:	3 acres, more or less
Less Exception Area 1B:	55 acres, more or less
Less Exception Area 1C:	341 acres, more or less
Less Exception Area 1D:	72 acres, more or less
Net Acreage for Redevelopment Area 1:	**2,063 acres, more or less**

1. Acreage for Redevelopment Area 2	516 acres, more or less
Less Exception Area 2A:	18 acres, more or less
Net Acreage for Redevelopment Area 2:	**498 acres, more or less**

1. Acreage for Redevelopment Area 3	15 acres, more or less
[No Exception Areas]	
Net Acreage for Redevelopment Area 3:	**15 acres, more or less**

Total Net Acreage for Rancho Cordova Redevelopment Project Area:	**2,576 acres, more or less**

END OF DESCRIPTION.

Douglas R. Owyang P.L.S. 6046
Expires June 30, 2007

PREPARED BY WOOD • RODGERS, INC.
SACRAMENTO, CALIFORNIA

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Winfred DeLeon, Principal Engineer/Architect WDL

SUBJECT: **REJECTION OF BIDS FOR THE TELEPHONE SYSTEM PACKAGE FOR THE NEW CITY HALL PROJECT**

RECOMMENDATION

It is recommended that all bids received on October 19, 2005 for the Telephone System be rejected and re-bid. Resolution No. 142-2005 is provided in **Attachment A**.

BACKGROUND

The work to be done on this contract consists, in general, of furnishing all labor, materials, tools and equipment necessary to furnish and install complete the telephone system.

Bids were solicited with the Sacramento Bee beginning October 4, 2005. The bids were publicly opened on October 19, 2005 at approximately 2:10 pm at 3121 Gold Canal Drive, Rancho Cordova 95670.

BID INFORMATION

Two (2) contractors bid on the project. After the bid opening, additional evaluation by the City's Information Technology Manager was required. Upon that review, bid abnormalities on both packages were discovered. Consultation with the City's legal counsel confirmed that both bids were non-responsive for this work and recommend that all bids be rejected and re-bid.

Attachment A: Resolution No. 142-2005

AGENDA ITEM # 9

ATTACHMENT A

CITY OF RANCHO CORDOVA

RESOLUTION NO. 142-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY TO RE-BID THE TELEPHONE SYSTEM TRADE PACKAGE

WHEREAS, the City of Rancho Cordova ("City") advertised this bid trade package in the Sacramento Bee between October 4 and October 18, 2005; and

WHEREAS, the City, on October 19, 2005 prior to the 2:00 pm deadline, received two (2) bids with an additional one (1) bid arriving after the deadline; and

WHEREAS, the City opened the bid proposals and announced the apparent low bidder with the caveat that the City's Information Technology ("IT") Manager would further evaluate the two (2) bid packages; and

WHEREAS, the City's IT Manager discovered bid abnormalities on both bid packages and consulted with the City's legal counsel; and

WHEREAS, the City's legal counsel evaluated the bid information with the City's IT Manager and recommended that the City deem the bids non-responsive for this work and recommend that all bids be rejected; and

WHEREAS, the two (2) trade contractors were notified in writing on October 25, 2005 of the City's decision to reject all bids.

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

The City IT Manager along with the City's legal counsel recommended to reject all bids and re-bid the Telephone System package.

PASSED AND ADOPTED this 7th day of November, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Winfred DeLeon, Principal Engineer/Architect WDL

SUBJECT: **AGREEMENT BETWEEN NEW WEST PARTITIONS AND THE CITY OF RANCHO CORDOVA FOR THE NEW CITY HALL PROJECT, METAL STUD FRAMING AND DRYWALL TRADE**

RECOMMENDATION

It is recommended that the subject contract be awarded to the lowest responsive bidder, **New West Partitions** in the amount of $482,338. Contract Agreement between the City of Rancho Cordova and New West Partitions is provided in **Attachment B**.

BACKGROUND

The work to be done on this contract consists, in general, of furnishing all labor, materials, tools and equipment necessary to furnish and install complete the metal stud framing, drywall and taping.

Bids were solicited with the Sacramento Bee beginning August 8, 2005. The bids were publicly opened on August 31, 2005 at approximately 2:30 pm at 2729 Prospect Park Drive, Rancho Cordova 95670.

BID INFORMATION

Three (3) contractors bid on the project. The original budget estimate was $300,000, but due to scope and layout changes the budget estimate should have been increased to $440,000. There was a bid protest from one and another bid was rejected because City's legal counsel determined it to be a non-responsive bid. Therefore, the lowest responsive bid was $482,338, the average bid was $610,544 and the high bid was $738,750. The Bid Summary Sheet is provided in **Attachment A.** The letter responding to bid protester is provided in **Attachment C.** The letter informing bidder of their rejection is provided in **Attachment D.** The low bid is 9.6% above the increased budget estimate.

AGENDA ITEM # 10

Enclosure:

Attachment A:	Bid Summary Sheet
Attachment B:	Agreement between New West Partitions and the City of Rancho Cordova
Attachment C:	Letter responding to bid protester
Attachment D:	Letter informing bidder of their rejection

ATTACHMENT A

Bid Package 14 Metal Stud Framing / Drywall
Rancho Cordova City Hall
August 31, 2005, 2pm

ADDS DEDUCTS

Letter Designation	Contractor	Base Bid Amount	Acknowledge Schedule	Acknowledge Addenda	Acknowledge Amendment B	Acknowledge Amendment C	Alternate 1 Amount	Alternate 2 Amount	Alternate 3 Amount	Alternate 4 Amount	Alternate 5 Amount	Unit Price 1 Amount	Unit Price 2 Amount	Proposal Signed	Designation of Subs	Bidders Bond	Non-Collusion	Experience Qualification	Drug Free Workplace	Responsive	Ranking
A	DPR	425,000	yes	None	yes	yes	12,600	1,500	3,000	1,200	900	60	75		yes	yes	yes	yes	yes	No	~~0~~
B	~~Partners~~	419,930	yes	None	yes	yes	10,312	3256	5,280	550	330	75	135		yes	yes	yes	yes	yes	✓	1
C	Reeves	743,700	yes	None	yes	yes	0	0	4,020	580	330	70	160		yes	yes	yes	yes	yes	✓	2
D				None																	
E				None			A	A	A	A	A										
F				None																	
G	→ New West			None																	
H				None																	
I	A = Accepted			None																	
J				None																	
K				None																	
L				None																	
M				None																	
N				None																	
O				None																	

CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
New West Partitions

THIS AGREEMENT made and entered into this day of September 9, 2005, between the City of Rancho Cordova ("City") and New West Partitions ("Contractor") as of September 9, 2005.

W I T N E S S E T H:

WHEREAS, the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. **The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated March 2004("Standard Specifications"); the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Contract Documents.**

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract as provided for and set forth in said Contract Documents, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Construction Manager and the City, both of whom shall have the right to reject any and all materials and supplies furnished by the Contractor that do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance by the date specified in the project schedule, attached hereto as Exhibit "A," and incorporated by references into this Agreement.

Section 4. PAYMENT. Attached hereto as Exhibit "B" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of the Contract Documents , the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Four Hundred Eighty Two Thousand, Three Hundred Thirty-Eight Dollars and no/100 ($482,338.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications and the Special Provisions. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. Payments requests by Contractor shall be submitted to DPR Construction Inc. for review and approval per DPR's Billing package attached hereto as Exhibit "C" The City will not pay any request for payment until DPR has informed the City that the request for payment is acceptable.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement

shall be paid to all workers, laborers and mechanics employed n the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 3121 Gold Canal Drive, Rancho Cordova, CA., the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the Standard Specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the City as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

Section 11. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City shall provide the Contractor with notice of claims relating to this Agreement filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA

Ted A. Gaebler, City Manager

Attest:

Lillian Hare, City Clerk

Approved as to Form:

Adam Lindgren, City Attorney

New West Partitions

Signature

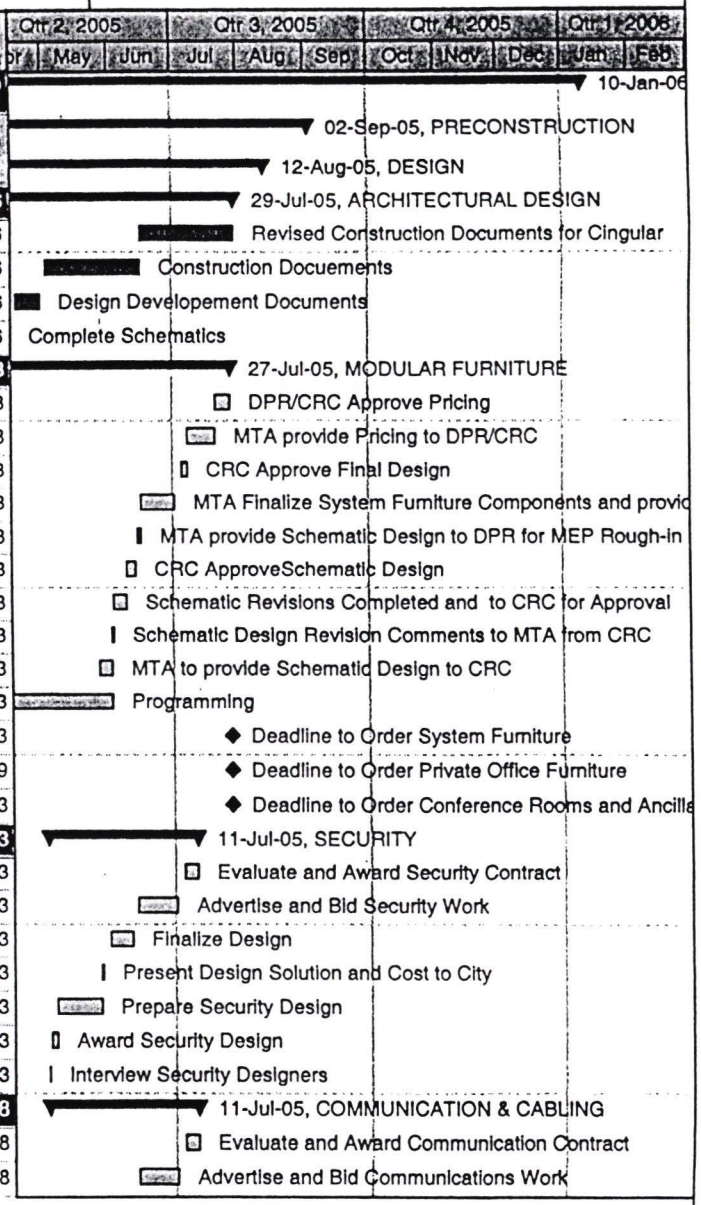
SCOTT FONG, PM

Printed Name, Title

Exhibit "A"

Rancho Cordova City Hall | WBS - Classic Layout Tony 1 | 16-Aug-05 13:55

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Rancho Cordova City Hall		**186**	**15-Apr-05**	**10-Jan-06**	**0**
PRECONSTRUCTION		**99**	**15-Apr-05**	**02-Sep-05**	**1**
DESIGN		**84**	**15-Apr-05**	**12-Aug-05**	**11**
ARCHITECTURAL DESIGN		**74**	**15-Apr-05**	**29-Jul-05**	**-6**
P1030	Revised Construction Documents for Cingular	31	16-Jun-05	29-Jul-05	-6
P1020	Construction Docuements	32	02-May-05	15-Jun-05	-6
P1010	Design Developement Documents	10	18-Apr-05	29-Apr-05	-6
P1000	Complete Schematics	1	15-Apr-05	15-Apr-05	-6
MODULAR FURNITURE		**72**	**15-Apr-05**	**27-Jul-05**	**23**
P2120	DPR/CRC Approve Pricing	5	21-Jul-05	27-Jul-05	13
P2110	MTA provide Pricing to DPR/CRC	9	08-Jul-05	20-Jul-05	13
P2100	CRC Approve Final Design	3	05-Jul-05	07-Jul-05	13
P2090	MTA Finalize System Furniture Components an...	12	16-Jun-05	01-Jul-05	13
P2080	MTA provide Schematic Design to DPR for MEP...	2	14-Jun-05	15-Jun-05	13
P2070	CRC ApproveSchematic Design	3	09-Jun-05	13-Jun-05	13
P2060	Schematic Revisions Completed and to CRC fo...	4	03-Jun-05	08-Jun-05	13
P2050	Schematic Design Revision Comments to MTA f...	1	02-Jun-05	02-Jun-05	13
P2040	MTA to provide Schematic Design to CRC	3	27-May-05	01-Jun-05	13
P2030	Programming	33	15-Apr-05	01-Jun-05	13
P2020	Deadline to Order System Furniture	0		27-Jul-05*	23
P2010	Deadline to Order Private Office Furniture	0		27-Jul-05*	19
P2000	Deadline to Order Conference Rooms and Ancill...	0		27-Jul-05*	13
SECURITY		**49**	**02-May-05**	**11-Jul-05**	**23**
P3060	Evaluate and Award Security Contract	5	05-Jul-05	11-Jul-05	23
P3050	Advertise and Bid Security Work	15	13-Jun-05	01-Jul-05	23
P3040	Finalize Design	9	31-May-05	10-Jun-05	23
P3030	Present Design Solution and Cost to City	1	27-May-05	27-May-05	23
P3020	Prepare Security Design	15	06-May-05	26-May-05	23
P3010	Award Security Design	3	03-May-05	05-May-05	23
P3000	Interview Security Designers	1	02-May-05	02-May-05	23
COMMUNICATION & CABLING		**49**	**02-May-05**	**11-Jul-05**	**18**
P4060	Evaluate and Award Communication Contract	5	05-Jul-05	11-Jul-05	18
P4050	Advertise and Bid Communications Work	15	13-Jun-05	01-Jul-05	18

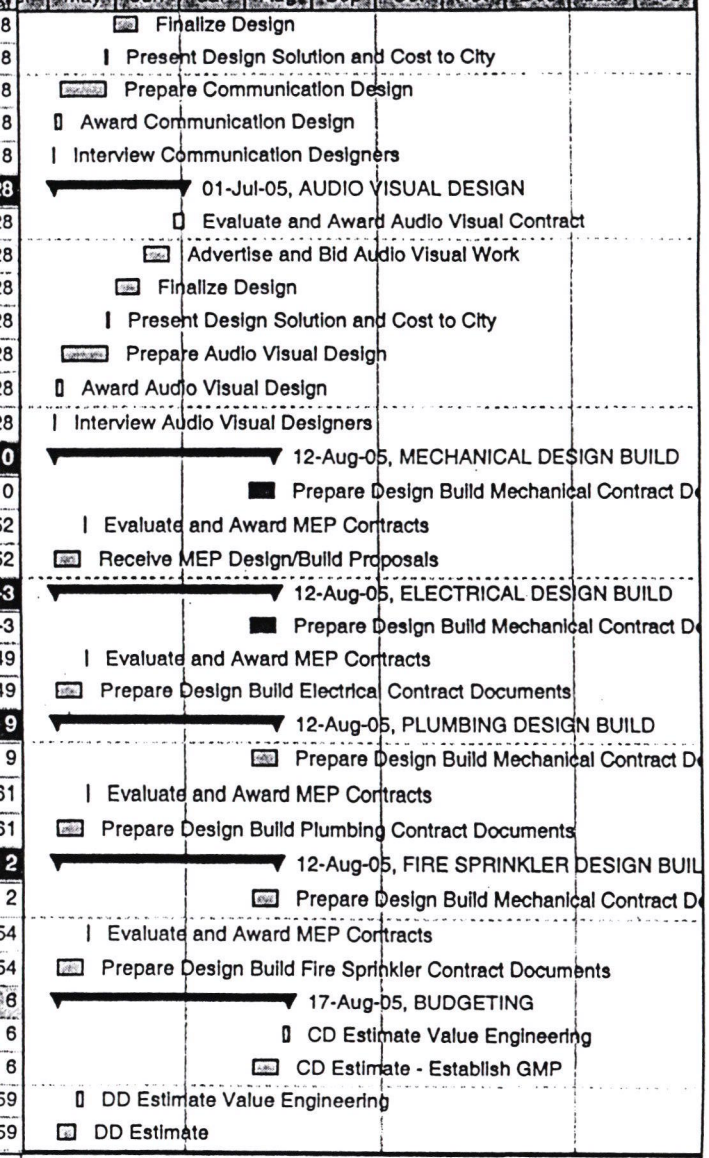


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
P4040	Finalize Design	9	31-May-05	10-Jun-05	18
P4030	Present Design Solution and Cost to City	1	27-May-05	27-May-05	18
P4020	Prepare Communication Design	15	06-May-05	26-May-05	18
P4010	Award Communication Design	3	03-May-05	05-May-05	18
P4000	Interview Communication Designers	1	02-May-05	02-May-05	18
AUDIO VISUAL DESIGN		**44**	**02-May-05**	**01-Jul-05**	**28**
P5060	Evaluate and Award Audio Visual Contract	5	27-Jun-05	01-Jul-05	28
P5050	Advertise and Bid Audio Visual Work	10	13-Jun-05	24-Jun-05	28
P5040	Finalize Design	9	31-May-05	10-Jun-05	28
P5030	Present Design Solution and Cost to City	1	27-May-05	27-May-05	28
P5020	Prepare Audio Visual Design	15	06-May-05	26-May-05	28
P5010	Award Audio Visual Design	3	03-May-05	05-May-05	28
P5000	Interview Audio Visual Designers	1	02-May-05	02-May-05	28
MECHANICAL DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**0**
P6020	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	0
P6010	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	52
P6000	Receive MEP Design/Build Proposals	10	02-May-05	13-May-05	52
ELECTRICAL DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**-3**
P6120	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	-3
P6110	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	49
P6100	Prepare Design Build Electrical Contract Docum...	10	02-May-05	13-May-05	49
PLUMBING DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**9**
P6220	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	9
P6210	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	61
P6200	Prepare Design Build Plumbing Contract Docum...	10	02-May-05	13-May-05	61
FIRE SPRINKLER DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**2**
P6320	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	2
P6310	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	54
P6300	Prepare Design Build Fire Sprinkler Contract Do...	10	02-May-05	13-May-05	54
BUDGETING		**76**	**02-May-05**	**17-Aug-05**	**6**
P7030	CD Estimate Value Engineering	3	15-Aug-05	17-Aug-05	6
P7020	CD Estimate - Establish GMP	10	01-Aug-05	12-Aug-05	6
P7010	DD Estimate Value Engineering	3	11-May-05	13-May-05	59
P7000	DD Estimate	7	02-May-05	10-May-05	59

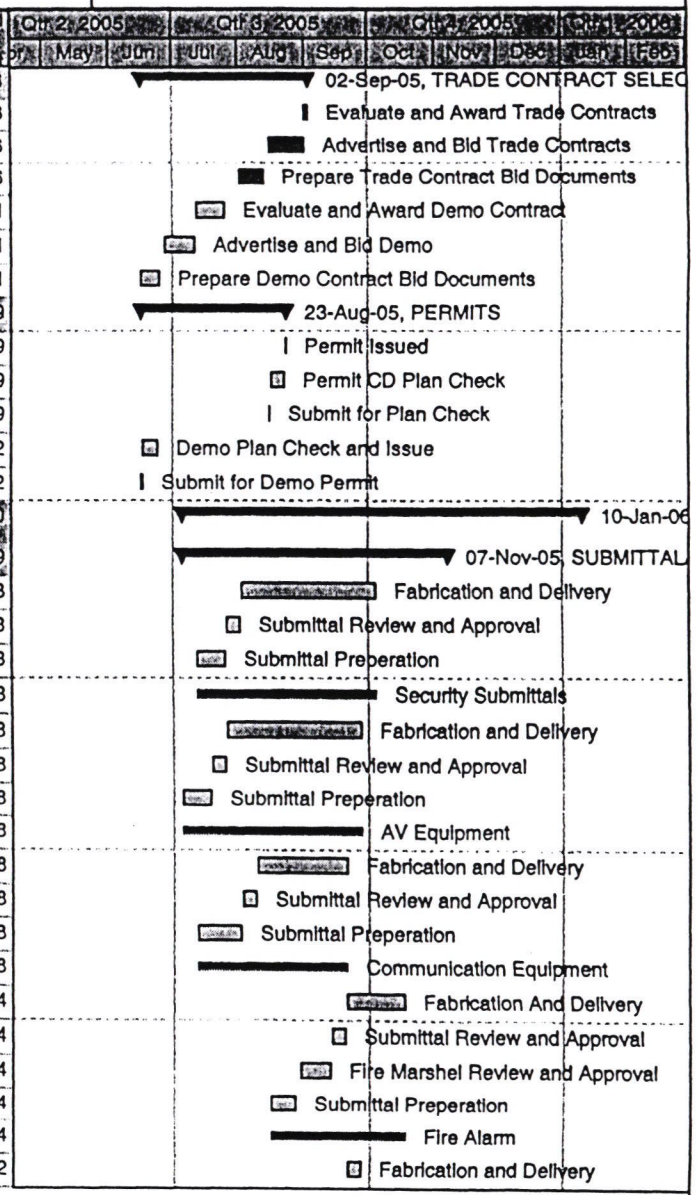


Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TRADE CONTRACT SELECTION		56	16-Jun-05	02-Sep-05	-6
P8050	Evaluate and Award Trade Contracts	2	01-Sep-05	02-Sep-05	-6
P8040	Advertise and Bid Trade Contracts	13	15-Aug-05	31-Aug-05	-6
P8030	Prepare Trade Contract Bid Documents	10	01-Aug-05	12-Aug-05	-6
P8020	Evaluate and Award Demo Contract	10	12-Jul-05	25-Jul-05	1
P8010	Advertise and Bid Demo	10	27-Jun-05	11-Jul-05	1
P8000	Prepare Demo Contract Bid Documents	7	16-Jun-05	24-Jun-05	1
PERMITS		48	16-Jun-05	23-Aug-05	9
P9040	Permit Issued	1	23-Aug-05	23-Aug-05	9
P9030	Permit CD Plan Check	5	16-Aug-05	22-Aug-05	9
P9020	Submit for Plan Check	1	15-Aug-05	15-Aug-05	9
P9010	Demo Plan Check and Issue	5	17-Jun-05	23-Jun-05	22
P9000	Submit for Demo Permit	1	16-Jun-05	16-Jun-05	22
CONSTRUCTION		131	05-Jul-05	10-Jan-06	0
SUBMITTAL/PROCUREMENT		89	05-Jul-05	07-Nov-05	19
C0263	Fabrication and Delivery	45	02-Aug-05	04-Oct-05	23
C0262	Submittal Review and Approval	5	26-Jul-05	01-Aug-05	23
C0261	Submittal Preperation	10	12-Jul-05	25-Jul-05	23
C0260	Security Submittals	60	12-Jul-05	04-Oct-05	23
C0253	Fabrication and Delivery	45	26-Jul-05	27-Sep-05	28
C0252	Submittal Review and Approval	5	19-Jul-05	25-Jul-05	28
C0251	Submittal Preperation	10	05-Jul-05	18-Jul-05	28
C0250	AV Equipment	60	05-Jul-05	27-Sep-05	28
C0243	Fabrication and Delivery	30	09-Aug-05	20-Sep-05	18
C0242	Submittal Review and Approval	5	02-Aug-05	08-Aug-05	18
C0241	Submittal Preperation	15	12-Jul-05	01-Aug-05	18
C0240	Communication Equipment	50	12-Jul-05	20-Sep-05	18
C0234	Fabrication And Delivery	20	20-Sep-05	17-Oct-05	14
C0233	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	14
C0232	Fire Marshel Review and Approval	10	29-Aug-05	12-Sep-05	14
C0231	Submittal Preperation	10	15-Aug-05	26-Aug-05	14
C0230	Fire Alarm	45	15-Aug-05	17-Oct-05	14
C0224	Fabrication and Delivery	5	20-Sep-05	26-Sep-05	2

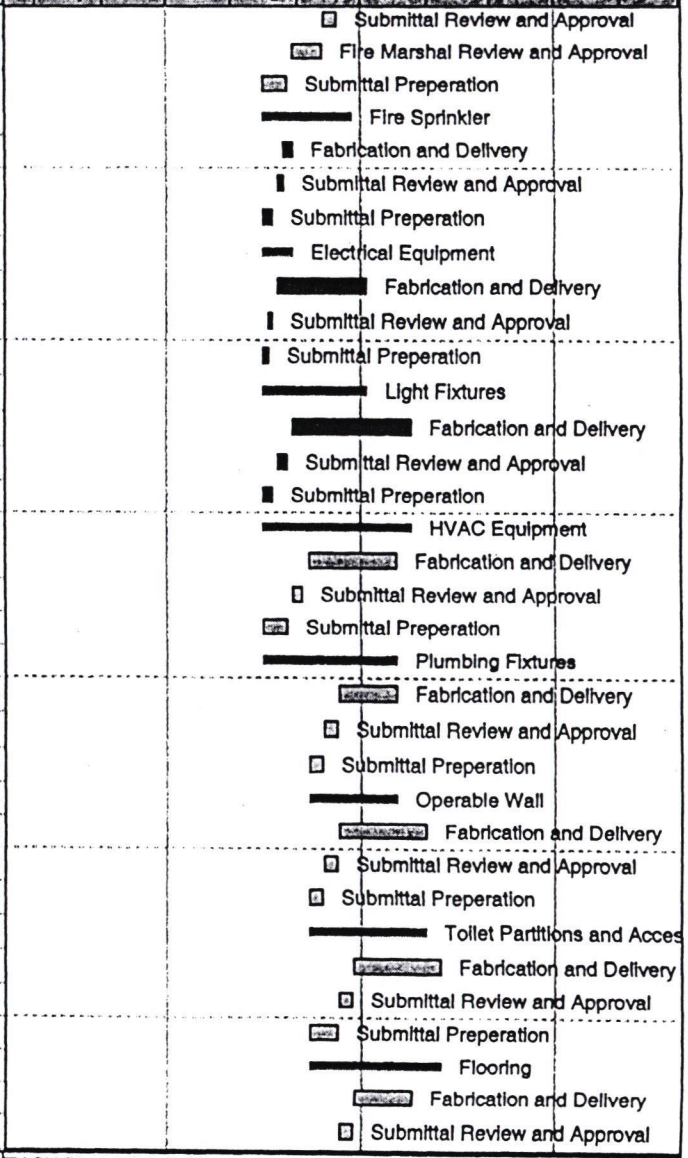


Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C0223	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	2
C0222	Fire Marshal Review and Approval	10	29-Aug-05	12-Sep-05	2
C0221	Submittal Preperation	10	15-Aug-05	26-Aug-05	2
C0220	Fire Sprinkler	30	15-Aug-05	26-Sep-05	2
C0213	Fabrication and Delivery	3	25-Aug-05	29-Aug-05	-3
C0212	Submittal Review and Approval	3	22-Aug-05	24-Aug-05	-3
C0211	Submittal Preperation	5	15-Aug-05	19-Aug-05	-3
C0210	Electrical Equipment	11	15-Aug-05	29-Aug-05	-3
C0203	Fabrication and Delivery	30	22-Aug-05	03-Oct-05	-3
C0202	Submittal Review and Approval	2	18-Aug-05	19-Aug-05	-3
C0201	Submittal Preperation	3	15-Aug-05	17-Aug-05	-3
C0200	Light Fixtures	35	15-Aug-05	03-Oct-05	-3
C0193	Fabrication and Delivery	40	29-Aug-05	24-Oct-05	0
C0192	Submittal Review and Approval	5	22-Aug-05	26-Aug-05	0
C0191	Submittal Preperation	5	15-Aug-05	19-Aug-05	0
C0190	HVAC Equipment	50	15-Aug-05	24-Oct-05	0
C0183	Fabrication and Delivery	30	06-Sep-05	17-Oct-05	31
C0182	Submittal Review and Approval	5	29-Aug-05	02-Sep-05	31
C0181	Submittal Preperation	10	15-Aug-05	26-Aug-05	31
C0180	Plumbing Fixtures	45	15-Aug-05	17-Oct-05	31
C0173	Fabrication and Delivery	20	20-Sep-05	17-Oct-05	34
C0172	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	34
C0171	Submittal Preperation	5	06-Sep-05	12-Sep-05	34
C0170	Operable Wall	30	06-Sep-05	17-Oct-05	34
C0163	Fabrication and Delivery	30	20-Sep-05	31-Oct-05	23
C0162	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	23
C0161	Submittal Preperation	5	06-Sep-05	12-Sep-05	23
C0160	Toilet Partitions and Accessories	40	06-Sep-05	31-Oct-05	23
C0153	Fabrication and Delivery	30	27-Sep-05	07-Nov-05	11
C0152	Submittal Review and Approval	5	20-Sep-05	26-Sep-05	11
C0151	Submittal Preperation	10	06-Sep-05	19-Sep-05	11
C0150	Flooring	45	06-Sep-05	07-Nov-05	11
C0143	Fabrication and Delivery	20	27-Sep-05	24-Oct-05	6
C0142	Submittal Review and Approval	5	20-Sep-05	26-Sep-05	6

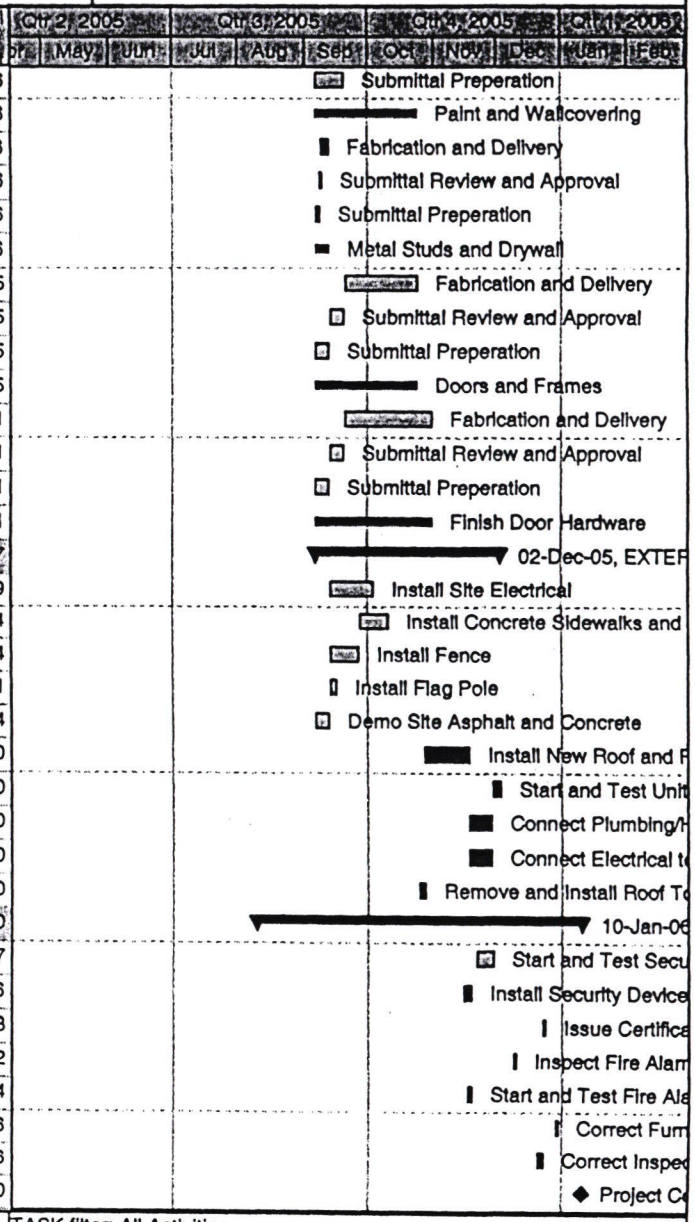


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C0141	Submittal Preperation	10	06-Sep-05	19-Sep-05	6
C0140	Paint and Wallcovering	35	06-Sep-05	24-Oct-05	6
C0133	Fabrication and Delivery	2	09-Sep-05	12-Sep-05	-6
C0132	Submittal Review and Approval	1	08-Sep-05	08-Sep-05	-6
C0131	Submittal Preperation	2	06-Sep-05	07-Sep-05	-6
C0130	Metal Studs and Drywall	5	06-Sep-05	12-Sep-05	-6
C0123	Fabrication and Delivery	25	20-Sep-05	24-Oct-05	15
C0122	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	15
C0121	Submittal Preperation	5	06-Sep-05	12-Sep-05	15
C0120	Doors and Frames	35	06-Sep-05	24-Oct-05	15
C0113	Fabrication and Delivery	30	20-Sep-05	31-Oct-05	21
C0112	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	21
C0111	Submittal Preperation	5	06-Sep-05	12-Sep-05	21
C0100	Finish Door Hardware	40	06-Sep-05	31-Oct-05	21
EXTERIOR		62	06-Sep-05	02-Dec-05	17
C3080	Install Site Electrical	15	13-Sep-05	03-Oct-05	59
C3070	Install Concrete Sidewalks and Ramps	10	27-Sep-05	10-Oct-05	54
C3060	Install Fence	10	13-Sep-05	26-Sep-05	54
C3050	Install Flag Pole	3	13-Sep-05	15-Sep-05	61
C3040	Demo Site Asphalt and Concrete	5	06-Sep-05	12-Sep-05	54
C3005	Install New Roof and Flashing	15	28-Oct-05	17-Nov-05	0
C3030	Start and Test Units	4	29-Nov-05	02-Dec-05	0
C3020	Connect Plumbing/Hydronics to Units	5	18-Nov-05	28-Nov-05	0
C3010	Connect Electrical to Units	5	18-Nov-05	28-Nov-05	0
C3000	Remove and Install Roof Top HVAC Units	3	25-Oct-05	27-Oct-05	0
FIRST FLOOR		106	09-Aug-05	10-Jan-06	0
C1575	Start and Test Security System	5	21-Nov-05	29-Nov-05	7
C1445	Install Security Devices	4	15-Nov-05	18-Nov-05	-6
C1665	Issue Certificate of Occupancy	1	23-Dec-05	23-Dec-05	3
C1615	Inspect Fire Alarm System	1	09-Dec-05	09-Dec-05	12
C1585	Start and Test Fire Alarm System	2	17-Nov-05	18-Nov-05	24
C1675	Correct Furniture Punch Items	1	29-Dec-05	29-Dec-05	-6
C1625	Correct Inspection Items	3	20-Dec-05	22-Dec-05	-6
C1720	Project Complete	0		10-Jan-06	0

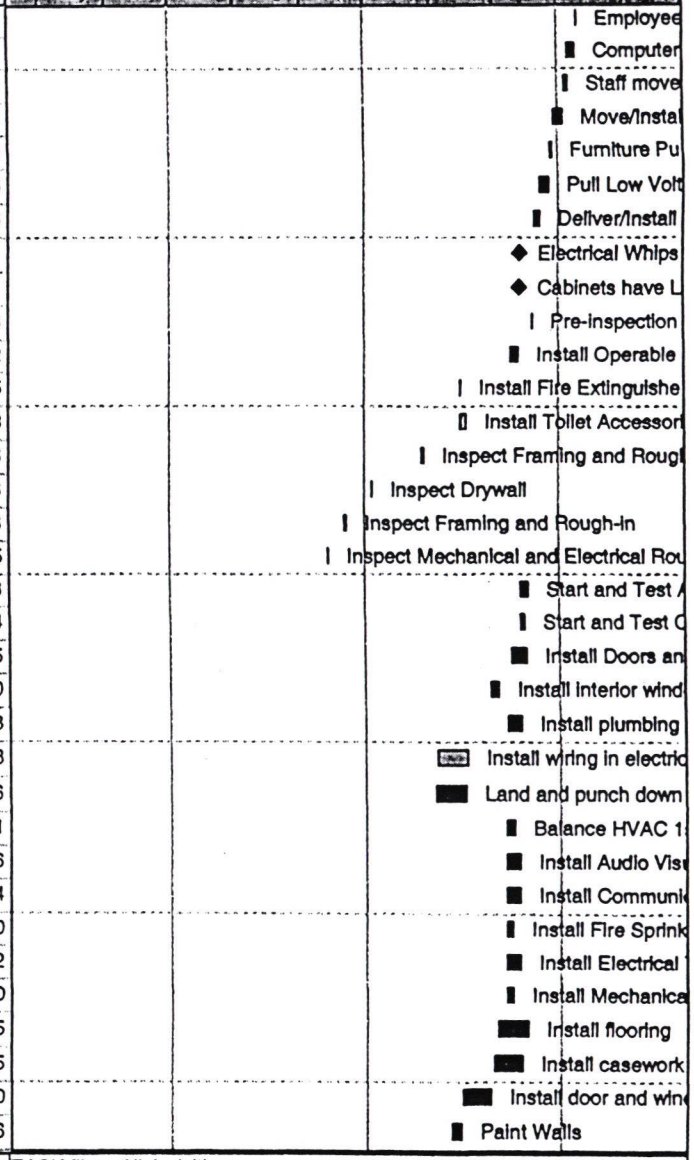


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C1710	Employees Report to New Facility	1	10-Jan-06	10-Jan-06*	-6
C1700	Computers and Phones connected/tested	2	06-Jan-06	09-Jan-06	-6
C1690	Staff moves Personal Items and Computers	2	04-Jan-06	05-Jan-06	-6
C1680	Move/Install existing Private Office Furniture	2	30-Dec-05	03-Jan-06	-6
C1670	Furniture Punch Walk Through	1	28-Dec-05	28-Dec-05	-6
C1660	Pull Low Voltage @ Furniture and Terminate	2	23-Dec-05	27-Dec-05	-6
C1650	Deliver/Install System Furniture	3	20-Dec-05	22-Dec-05	-6
C1640	Electrical Whips for System Furniture Installed	0	13-Dec-05		-1
C1630	Cabinets have Low Voltage wire Pulled and coil...	0	13-Dec-05		-1
C1620	Pre-inspection before Furniture	1	19-Dec-05	19-Dec-05	-6
C1610	Install Operable Wall	2	09-Dec-05	12-Dec-05	-2
C1600	Install Fire Extinguishers	1	15-Nov-05	15-Nov-05	15
C1590	Install Toilet Accessories	3	15-Nov-05	17-Nov-05	13
C1345	Inspect Framing and Rough-In	1	28-Oct-05	28-Oct-05	-6
C1145	Inspect Drywall	1	04-Oct-05	04-Oct-05	-6
C1115	Inspect Framing and Rough-In	1	21-Sep-05	21-Sep-05	-6
C1085	Inspect Mechanical and Electrical Rough-In	1	13-Sep-05	13-Sep-05	15
C1580	Start and Test Audio Visual System	4	13-Dec-05	16-Dec-05	-6
C1570	Start and Test Communication System	2	13-Dec-05	14-Dec-05	-4
C1505	Install Doors and Hardware	5	09-Dec-05	15-Dec-05	-5
C1485	Install Interior window glazing	4	29-Nov-05	02-Dec-05	0
C1495	Install plumbing fixtures	5	07-Dec-05	13-Dec-05	-3
C1425	Install wiring in electrical panels	10	04-Nov-05	17-Nov-05	8
C1415	Land and punch down cabling	10	03-Nov-05	16-Nov-05	-6
C1560	Balance HVAC 1st Floor	4	06-Dec-05	09-Dec-05	-1
C1550	Install Audio Visual System	5	06-Dec-05	12-Dec-05	-6
C1540	Install Communication Trim	5	06-Dec-05	12-Dec-05	-4
C1530	Install Fire Sprinkler trim	3	06-Dec-05	08-Dec-05	0
C1520	Install Electrical Trim	5	06-Dec-05	12-Dec-05	-2
C1510	Install Mechanical Trim	3	06-Dec-05	08-Dec-05	0
C1500	Install flooring	10	02-Dec-05	15-Dec-05	-5
C1490	Install casework	10	30-Nov-05	13-Dec-05	-5
C1480	Install door and window frames	8	15-Nov-05	28-Nov-05	0
C1400	Paint Walls	3	10-Nov-05	14-Nov-05	-6

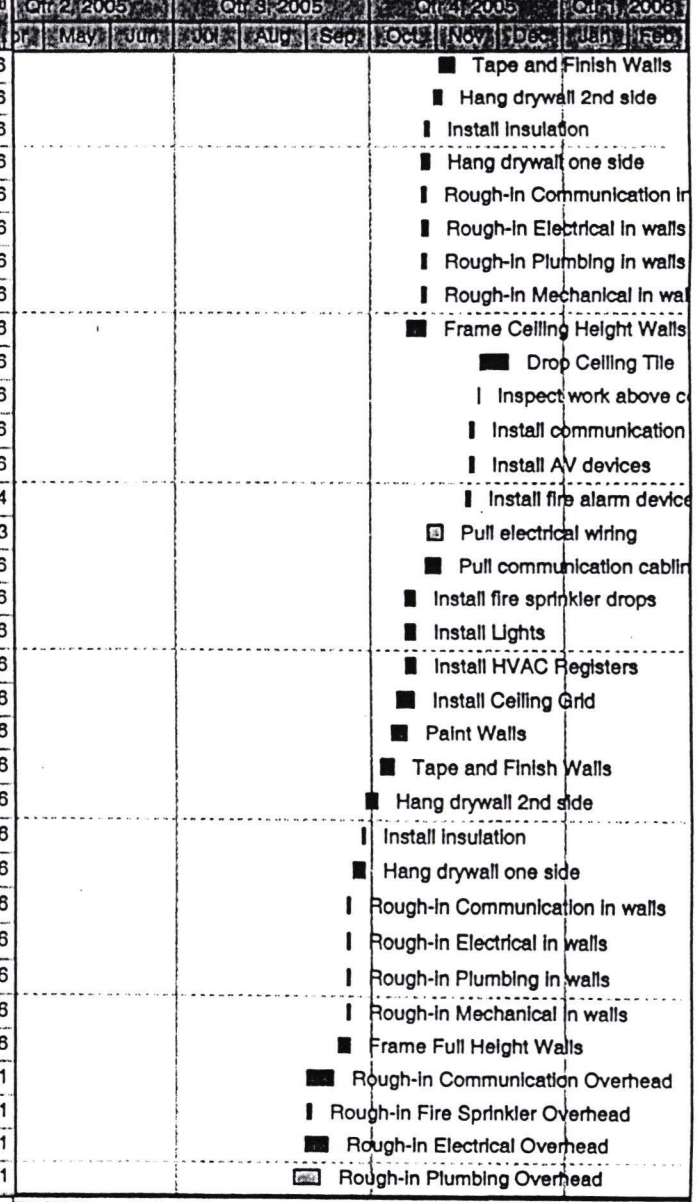


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C1380	Tape and Finish Walls	5	03-Nov-05	09-Nov-05	-6
C1370	Hang drywall 2nd side	4	31-Oct-05	03-Nov-05	-6
C1360	Install insulation	2	27-Oct-05	28-Oct-05	-6
C1350	Hang drywall one side	4	25-Oct-05	28-Oct-05	-6
C1340	Rough-in Communication in walls	2	25-Oct-05	26-Oct-05	-6
C1330	Rough-in Electrical in walls	3	25-Oct-05	27-Oct-05	-6
C1320	Rough-in Plumbing in walls	2	25-Oct-05	26-Oct-05	-6
C1310	Rough-in Mechanical in walls	2	25-Oct-05	26-Oct-05	-6
C1280	Frame Ceiling Height Walls and Soffits	7	18-Oct-05	26-Oct-05	-6
C1470	Drop Ceiling Tile	8	22-Nov-05	05-Dec-05	-6
C1460	Inspect work above ceiling	1	21-Nov-05	21-Nov-05	-6
C1450	Install communication devices	2	17-Nov-05	18-Nov-05	-6
C1440	Install AV devices	2	17-Nov-05	18-Nov-05	-6
C1430	Install fire alarm devices	2	15-Nov-05	16-Nov-05	-4
C1420	Pull electrical wiring	5	28-Oct-05	03-Nov-05	3
C1410	Pull communication cabling	5	27-Oct-05	02-Nov-05	-6
C1200	Install fire sprinkler drops	5	17-Oct-05	21-Oct-05	-6
C1190	Install Lights	5	17-Oct-05	21-Oct-05	-6
C1180	Install HVAC Registers	5	17-Oct-05	21-Oct-05	-6
C1170	Install Ceiling Grid	6	13-Oct-05	20-Oct-05	-6
C1160	Paint Walls	6	10-Oct-05	17-Oct-05	-6
C1150	Tape and Finish Walls	5	05-Oct-05	11-Oct-05	-6
C1140	Hang drywall 2nd side	4	28-Sep-05	03-Oct-05	-6
C1130	Install insulation	2	26-Sep-05	27-Sep-05	-6
C1120	Hang drywall one side	4	22-Sep-05	27-Sep-05	-6
C1110	Rough-in Communication in walls	2	19-Sep-05	20-Sep-05	-6
C1100	Rough-in Electrical in walls	2	19-Sep-05	20-Sep-05	-6
C1090	Rough-in Plumbing in walls	2	19-Sep-05	20-Sep-05	-6
C1080	Rough-in Mechanical in walls	2	19-Sep-05	20-Sep-05	-6
C1070	Frame Full Height Walls	4	15-Sep-05	20-Sep-05	-6
C1060	Rough-in Communication Overhead	8	31-Aug-05	12-Sep-05	-1
C1050	Rough-in Fire Sprinkler Overhead	2	31-Aug-05	01-Sep-05	-1
C1040	Rough-in Electrical Overhead	8	30-Aug-05	09-Sep-05	-1
C1030	Rough-in Plumbing Overhead	8	25-Aug-05	06-Sep-05	1

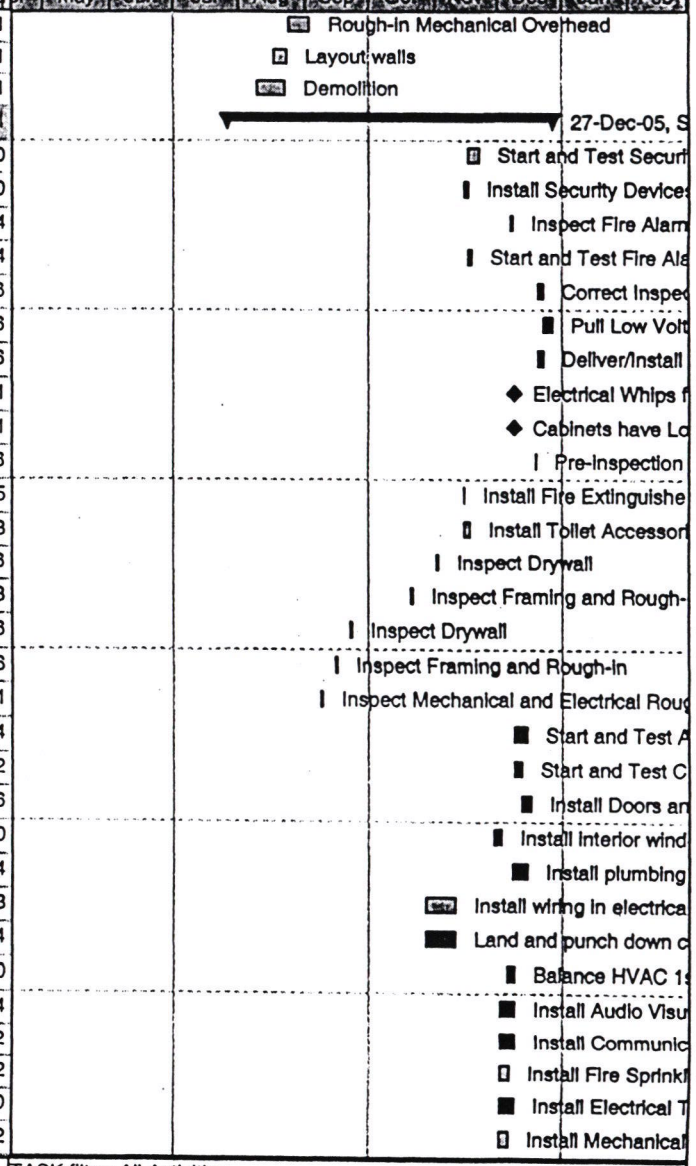


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C1020	Rough-In Mechanical Overhead	8	24-Aug-05	02-Sep-05	1
C1010	Layout walls	5	17-Aug-05	23-Aug-05	1
C1000	Demolition	10	09-Aug-05	22-Aug-05	1
SECOND FLOOR		107	26-Jul-05	27-Dec-05	1
C2585	Start and Test Security System	4	17-Nov-05	22-Nov-05	10
C2415	Install Security Devices	2	15-Nov-05	16-Nov-05	10
C2630	Inspect Fire Alarm System	1	07-Dec-05	07-Dec-05	14
C2590	Start and Test Fire Alarm System	2	17-Nov-05	18-Nov-05	24
C2650	Correct Inspection Items	3	20-Dec-05	22-Dec-05	-6
C2690	Pull Low Voltage ⊕ Furniture and Terminate	2	23-Dec-05	27-Dec-05	-6
C2680	Deliver/Install System Furniture	3	20-Dec-05	22-Dec-05	-6
C2670	Electrical Whips for System Furniture Installed	0	09-Dec-05		1
C2660	Cabinets have Low Voltage wire Pulled and coil...	0	09-Dec-05		1
C2640	Pre-Inspection before Furniture	1	19-Dec-05	19-Dec-05	-6
C2610	Install Fire Extinguishers	1	15-Nov-05	15-Nov-05	15
C2600	Install Toilet Accessories	3	15-Nov-05	17-Nov-05	13
C2330	Inspect Drywall	1	02-Nov-05	02-Nov-05	-6
C2290	Inspect Framing and Rough-In	1	21-Oct-05	21-Oct-05	-3
C2170	Inspect Drywall	1	22-Sep-05	22-Sep-05	-6
C2130	Inspect Framing and Rough-In	1	15-Sep-05	15-Sep-05	-6
C2070	Inspect Mechanical and Electrical Rough-In	1	08-Sep-05	08-Sep-05	11
C2580	Start and Test Audio Visual System	4	09-Dec-05	14-Dec-05	-4
C2570	Start and Test Communication System	2	09-Dec-05	12-Dec-05	-2
C2500	Install Doors and Hardware	5	12-Dec-05	16-Dec-05	-6
C2460	Install interior window glazing	4	29-Nov-05	02-Dec-05	0
C2480	Install plumbing fixtures	5	08-Dec-05	14-Dec-05	-4
C2390	Install wiring in electrical panels	10	28-Oct-05	10-Nov-05	13
C2370	Land and punch down cabling	10	28-Oct-05	10-Nov-05	-4
C2560	Balance HVAC 1st Floor	4	05-Dec-05	08-Dec-05	0
C2550	Install Audio Visual System	5	02-Dec-05	08-Dec-05	-4
C2540	Install Communication Trim	5	02-Dec-05	08-Dec-05	-2
C2530	Install Fire Sprinkler trim	3	02-Dec-05	06-Dec-05	2
C2520	Install Electrical Trim	5	02-Dec-05	08-Dec-05	0
C2510	Install Mechanical Trim	3	02-Dec-05	06-Dec-05	2

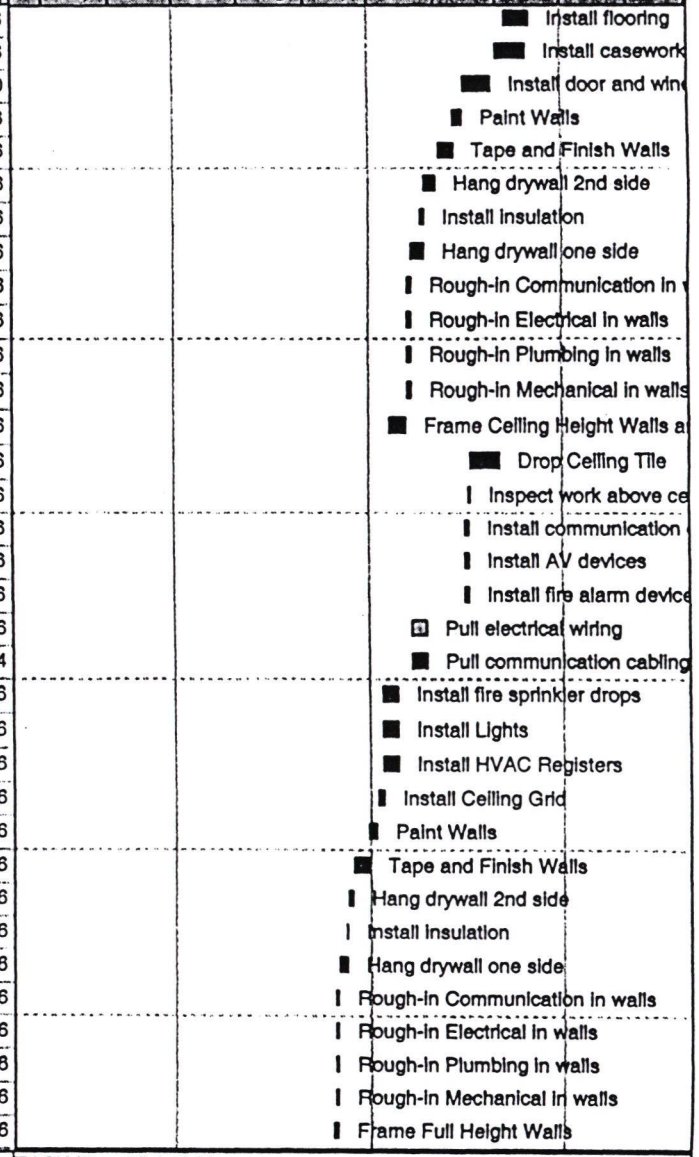


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C2490	Install flooring	10	05-Dec-05	16-Dec-05	-6
C2470	Install casework	10	01-Dec-05	14-Dec-05	-6
C2450	Install door and window frames	8	15-Nov-05	28-Nov-05	0
C2350	Paint Walls	3	10-Nov-05	14-Nov-05	-6
C2340	Tape and Finish Walls	5	03-Nov-05	09-Nov-05	-6
C2320	Hang drywall 2nd side	4	27-Oct-05	01-Nov-05	-6
C2310	Install insulation	2	25-Oct-05	26-Oct-05	-6
C2300	Hang drywall one side	4	21-Oct-05	26-Oct-05	-6
C2280	Rough-in Communication in walls	2	19-Oct-05	20-Oct-05	-6
C2270	Rough-in Electrical in walls	2	19-Oct-05	20-Oct-05	-6
C2260	Rough-in Plumbing in walls	2	19-Oct-05	20-Oct-05	-6
C2250	Rough-in Mechanical in walls	2	19-Oct-05	20-Oct-05	-6
C2240	Frame Ceiling Height Walls and Soffits	7	10-Oct-05	18-Oct-05	-6
C2440	Drop Ceiling Tile	8	18-Nov-05	01-Dec-05	-6
C2430	Inspect work above ceiling	1	17-Nov-05	17-Nov-05	-6
C2420	Install communication devices	2	15-Nov-05	16-Nov-05	-6
C2410	Install AV devices	2	15-Nov-05	16-Nov-05	-6
C2400	Install fire alarm devices	2	15-Nov-05	16-Nov-05	-6
C2380	Pull electrical wiring	5	21-Oct-05	27-Oct-05	6
C2360	Pull communication cabling	5	21-Oct-05	27-Oct-05	-4
C2230	Install fire sprinkler drops	5	07-Oct-05	13-Oct-05	-6
C2220	Install Lights	5	07-Oct-05	13-Oct-05	-6
C2210	Install HVAC Registers	5	07-Oct-05	13-Oct-05	-6
C2200	Install Ceiling Grid	3	04-Oct-05	06-Oct-05	-6
C2190	Paint Walls	2	30-Sep-05	03-Oct-05	-6
C2180	Tape and Finish Walls	5	23-Sep-05	29-Sep-05	-6
C2160	Hang drywall 2nd side	2	20-Sep-05	21-Sep-05	-6
C2150	Install insulation	1	19-Sep-05	19-Sep-05	-6
C2140	Hang drywall one side	2	16-Sep-05	19-Sep-05	-6
C2120	Rough-in Communication in walls	1	14-Sep-05	14-Sep-05	-6
C2110	Rough-in Electrical in walls	1	14-Sep-05	14-Sep-05	-6
C2100	Rough-in Plumbing in walls	1	14-Sep-05	14-Sep-05	-6
C2090	Rough-in Mechanical in walls	1	14-Sep-05	14-Sep-05	-6
C2080	Frame Full Height Walls	2	13-Sep-05	14-Sep-05	-6



Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Q2 2005	Q3 2005	Q4 2005	Q1 2006
						Apr May Jun	Jul Aug Sep	Oct Nov Dec	Jan Feb
C2060	Rough-In Communication Overhead	5	31-Aug-05	07-Sep-05	-3		Rough-In Communication Overhead		
C2050	Rough-In Fire Sprinkler Overhead	2	31-Aug-05	01-Sep-05	-3		Rough-In Fire Sprinkler Overhead		
C2040	Rough-In Electrical Overhead	5	30-Aug-05	06-Sep-05	-3		Rough-In Electrical Overhead		
C2030	Rough-In Plumbing Overhead	5	11-Aug-05	17-Aug-05	9		Rough-In Plumbing Overhead		
C2020	Rough-In Mechanical Overhead	5	10-Aug-05	16-Aug-05	9		Rough-In Mechanical Overhead		
C2010	Layout walls	5	03-Aug-05	09-Aug-05	9		Layout walls		
C2000	Demolition	10	26-Jul-05	08-Aug-05	1		Demolition		

Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work

TASK filter: All Activities

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Exhibit "B"

DPR Construction, Inc.
2480 Natomas Park Drive, Ste. 100
Sacramento, CA 95833
Tel. (916) 568-3434
Fax. (916) 568-3442

August 17, 2005

BID PROPOSAL
Rancho Cordova City Hall
BID RELEASE 3
Bid Package 14 – Metal Stud Framing / Drywall

TO: **City of Rancho Cordova**
3121 Gold Canal Drive
Rancho Cordova, CA 95670

FROM: New West Partitions
(Name of Bidder)
2550 Sutterville Road
(Address)
Sacramento, CA 95820
(City, State, Zip Code)
916/456-8365
(Telephone/Telecopier)
newwestpartitions@comcast.net
(E-Mail Address of Bidder's Representative(s))
Kem Modellas
(Name(s) of Bidder's Authorized Representative(s))

BID PACKAGE DESCRIPTION
(Indicate Bid Package Tittle and Number) - #14-Metal Stud Framing/Drywall

1.0 Bid Proposal

1.1 **Base Bid Proposal Amount** - The undersigned Bidder proposes and agrees to perform the Construction Services including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligation required by the contract documents for the sum of

Four Hundred Sixty Nine Thousand Nine Hundred Thirty Dollars ($ 469,930.00). The Bidder confirms that it has checked all of the above figures and understands that neither the Owner nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 **Acknowledgment of Project Schedule**
_____ (Initial)

1.3 **Acknowledgement of Addenda / Amendments.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the Owner. Bidders that do not acknowledge all Bid Addenda's by listing by number and initialing in the space provided below will be considered non-responsive and their bid shall be rejected.

KM (Initial) **Addenda Number(s)** NONE received, acknowledged and incorporated in to this Bid Proposal.

KM (Initial) **Amendment letter(s)** A B & C received, acknowledged and incorporated into this Bid Proposal.

1.4 **Alternate Bid Item(s) -** The Bidder's price proposal(s) for Alternate Bid Items of the above-identified Bid Package is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the Owner's award of the Contract for the above-identified Bid Package unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded for the Bid Package. Alternate prices shall be good for a period of 90 days from date of the bid proposal.

1.4.1 Alternate 1 - Additive pricing to provide wall type C/A12.1 full height wall to deck above at all walls separating Available Space 1, Available Space 2, and Cingular Expansion from the City's build out area

Dollars ($ 15,312.00)

1.4.2 Alternate 2 - Additive pricing to frame wall full height to deck above between One Stop Counter 123 area and One Stop Support area. Assume drywall to six (6) inches above ceiling only

Dollars ($ 3,256.00)

1.4.3 Alternate 3 - Deductive pricing to eliminate framed walls at casework One Stop Counter 123, Reception on 1st floor (near One Stop Counter), and Reception 225B on the second floor. See Sheet A7.3 detail 10 for an example.

($5,280.00)

1.4.4 Alternate 4 - Deductive pricing to eliminate the framed half walls that extend off the end of the casework at the One Stop Counter 123

Dollars ($550.00)

1.4.5 Alternate 5 - Deductive pricing to eliminate the framed half walls that extend off the end of the casework at Reception 225B.

Dollars ($330.00)

1.5 **Unit Price Bid Item(s) -** The Bidder's price proposal(s) for Unit Price Bid Items of the above-identified Bid Package is/are set forth in the form of Unit Price Bid Item Proposal included herewith. Price proposal(s) for Unit Price Bid Item(s) will not form the basis for the Owner's award of the Contract for the above-identified Bid Package unless a Unit Price Bid Item is incorporated into the scope of Work of the Contract awarded for the Bid Package. The requested unit prices are all inclusive of fully

burdened labor, supervision, material, equipment, insurance, overhead and profit as applicable.

1.5.1 **Unit Price 1** – Provide a fully burdened labor rate per man hour for a journeyman. (This unit price will be used in tracking labor costs associated with the allowances and change orders).

Dollars ($ 75.00)

1.5.2 Unit Price 2 - Installation of 24"x24" access door.

Dollars ($ 135.00)

1.6 **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: the Designation of Subcontractors, Bidders Bond or required Bid Security, Non-Collusion Affidavit, Experience / Qualifications Statement, and Drug-free Workplace Certification. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid Proposal for non-responsiveness.

1.7 **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to DPR Construction, Inc. the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement, the Bidder awarded the Contract shall deliver: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; (e) the Drug-Free Workplace Certificate; (f) Verification of a valid Contractors License for the work the Contractor is planning to perform. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the Owner may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

1.8 **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) B bearing License Number(s) 723392, with expiration date(s) of 6/2006. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

1.9 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other

Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Corporate Seal)

Kem Modellas
(Typed or Printed Name)

Title: President

CITY OF RANCHO CORDOVA

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars ($10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	SUBCONTRACTOR LOCATION (City & State)
NONE	NONE	

New West Partitions
Contractor's Name (Printed)

August 31, 2005
Date

Ken Modellas
Bidder's Signature
(same signature as on Bid Proposal)

Kem Modellas
Bidder's Name (Printed)

President
Bidder's Title

(COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY)

CITY OF RANCHO CORDOVA

BIDDER'S BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, New West Partitions, as Principal, and

Financial Pacific Insurance Company, as Surety,

are held and firmly bound unto the City of Rancho Cordova, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Rancho Cordova, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of $ten percent of amount bid.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Rancho Cordova, for certain construction specifically described as follows, for which bids are to be opened at Rancho Cordova, California, on **August 31, 2005**, for the work described in Bid Package 14, Metal Stud Framing/Drywall.
(Bid Package Number and Title)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Rancho Cordova, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and in all other aspects perform the agreement and obligations created by the acceptance of the Bid, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26 day of Aug., 2005.

New West Partitions

Principal

By: Ken Modellas
Signature

Kem Modellas
Print or Type

Title: President

Surety: Finansial Pacific Insurance Company

By: [signature]
Signature
James D. Einerson, Attorney-in-Fact
Print or Type

Title: _____

Address: 3850 Atherton Rd.
Rocklin, CA. 95765

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.

2. The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has accepted the successful bidder. All other bid bonds shall be returned to the bidder five (5) working days after bid opening.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

Country of Sacramento

On 8/26/05 (DATE) before me, Gail C. Einerson, Notary Public (NAME, TITLE OF OFFICER . E. G., " JANE DOE, NOTORY PUBLIC") ,

Personally appeared James D. Einerson (NAMES(S) OF SIGNER(S)) ,

☒ Personally know to – **OR** - ☐ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ESI1 GAIL C. EINERSON COMM. #1457147 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. Jan 5, 2008 ESI1

WITNESS my hand and official seal.

Gail C. Einerson

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER B811882 POWER NUMBER 811882

PRINCIPAL New West Partitions PENAL SUM 10%

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

James D. Einerson

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to $1,500,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, unbdertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 15th of March, 2004.

FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

Robert T. Kingsley, President

John R. Hollingshead, Secretary

FINANCIAL PACIFIC

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

On this 15th day of March, 2004, personally came before me Robert T. Kingsley and John R. Hollingshead, to me known to be the individuals and officers of Financial Pacific Insurance Company, who executed the above instrument, and they have acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said corporation.

ESI1 REBEKAH MOELLER COMM. #1471389 Notary Public-California PLACER COUNTY My Comm. Exp. Feb 21, 2008 ESI1

Rebekah Moeller

Rebekah Moeller, Notary Public

CERTIFICATE

I, the undersigned Secretary of Financial Pacific Insurance Company, a California corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Signed and sealed at Sacramento, this 26 day of Aug., 20 05

John R. Hollingshead, Secretary

Financial Pacific Insurance Company seal must be affixed

CITY OF RANCHO CORDOVA

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

Kem Modellas, being first duly sworn, deposes and says that he or she is President of New West Partitions the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

Kem Modellas- New West Partitions
Contractor's Name (Printed)

Kem Modellas
Bidder's Signature
(same signature as on Bid Proposal)

8/31/05
Date

Kem Modellas
Bidder's Name (Printed)

President
Bidder's Title

Subscribed and sworn to before me

this 31st day of August, 2004.

Diana Sue Rollins
Signature of Notary Public

DIANA SUE ROLLINS
COMM. #1554858
Notary Public - California
Sacramento County
My Comm. Expires Feb. 25, 2009

CITY OF RANCHO CORDOVA

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 22 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 27 years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2004	Drywall, Metal Studs,Taping	$4.2 million	Hensel Phelps/City of Sac
2003	Drywall, Metal Studs,Taping	$1.7 million	HMH/Sutter Fairfield
2002	Drywall, Metal Studs,Taping	$1.5 million	HMH/Kaiser South Sac.

(COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY)

DRUG-FREE WORKPLACE CERTIFICATION

I, Kem Modellas (Print Name), am the President (Title) of New West Partitions (Contractor Name), I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;

      ii. Contractor's policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should `Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Sacramento, California (City and State) this 31 day of August, 2005.

Kem Modellas
(Signature)

Kem Modellas
(Handwritten or Typed Name)

Exhibit "C"

DPR Construction Inc.

DPR CONSTRUCTION, INC.
SUBCONTRACTOR BILLING PACKAGE

DPR Construction, Inc. is committed to insuring timely payment of all amounts due our subcontractors. It is our intent to pay our subcontractors in a timely fashion to satify our obligation to the Owner in providing them with a "lien-free" project. The following procedures must be followed to facilitate processing and payment of the monthly progress and final billings.

Subcontractor Progress Billing:

1. **Billing packages must be delivered to DPR Construction, Inc. no later than the 25th day of each month** in order for the amount to be included in our billing to the Owner by the 1st day of each month. Billing packages must be mailed to:

   DPR Construction, Inc.
   2480 Natomas Park Drive, Suite 100
   Sacramento, CA 95833
   Attn.: Accounting

2. A complete "Billing Package" consists of the following items:

   a. A completed DPR Construction, Inc. "Subcontractor Payment Application - Progress Billing" (form attached) which includes a "Conditional Waiver and Release Upon Progress Payment" lien release form.

   b. An executed DPR Construction, Inc. "Affidavit of Subcontractors" (form attached).

   c. Executed DPR Construction, Inc. "Unconditional Waiver and Release Upon Progress Payment" lien release forms, as needed (second - tier suppliers and subcontractors) (form attached).

NOTE: ALL FORMS ARE AVAILABLE ON DISK AND ARE IN MICROSOFT EXCEL FORMAT

Subcontractor Final Billing:

1.The final billing package must be mailed or delivered to the aforementioned address.

2. A complete "Final/Retention Billing Package" consists of the following items:

   a. A completed DPR Construction, Inc. "Subcontractor Payment Application - Retention Billing" (form attached) which includes a "Conditional Waiver and Release Upon Final Payment" lien release form.

   b. An executed DPR Construction, Inc. "Affidavit of Subcontractors" (form attached).

   c. Executed DPR Construction, Inc. "Unconditional Waiver and Release Upon Final Payment" (second-tier suppliers) (form attached).

Subcontractor Final Payment:

Upon reciept of your final payment, execute and return by mail a completed DPR Construction, Inc. "Unconditional Waiver and Release Upon Final Payment" form to the above referenced address.

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: _____

_____

_____

PHONE: _____

TO: DPR Construction, Inc.
2480 Natomas Park Drive, Suite 100
Sacramento, CA 95833
Ph 916-568-3434 Fx 916-568-3442

Date: _____
Application Number: _____
Invoice Number: _____
Project Name: _____
Dpr Job Number: _____
Sub Job Number: _____

Vendor Number:
(DPR Use Only)

Type of Work: _____

This payment request covers the time period from _____ to _____

Contract Summary:

1. Original Subcontract Amount $ _____
2. Approved Subcontract Changes (Attach DPR Change Order) $ _____
3. Total Revised Subcontract Amount (Line 1 + Line 2) $ _____

Payment Application Summary:

4. Value of Work Completed To Date: _____ % $ _____
5. Value of Stored Materials: $ _____ -
6. Total Completed and Stored to Date (Line 4 + Line 5): $ _____
7. Less Prior Completed and Stored to Date (Line 6 from previous application): <$ _____ >
8. Total Gross Earned This Month (Line 6 - Line 7): $ _____
9. Less Retention Of _____ % <$ _____ >
10. **Amount of This Payment Application (Line 8 - Line 9):** $ _____

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail): $ _____

Comments:

_____

_____

_____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from DPR Construction, Inc., in the sum of $_____ payable to_____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____ to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to DPR Construction, Inc. through _____ only and does not cover any retentions retained before or after the release date; extras furnished after the release date.

Right based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

_____
SIGNATURE DATE

_____
NAME & TITLE

DPR Accounting Use Only	
PM's APPROVAL	
PWOK	
INS	
CK RLS DTE	

Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

DPR CONSTRUCTION, INC.
CONTRACTOR'S LICENSE NO. 103296-B1

AFFIDAVIT OF SUBCONTRACTOR

State of _____

County of _____

I am _____ in the position of _____
NAME TITLE

for _____ a _____
COMPANY NAME PARTNERSHIP, CORPORATION, INDIVIDUAL

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR CONSTRUCTION, INC. hereinafter referred to as "Contractor", the general contractor on _____
DPR PROJECT NUMBER

_____
NAME AND ADDRESS OF PROJECT

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties FROM WHOM SUB-CONTRACTOR HAS PURCHASED MATERIALS, RENTED EQUIPMENT, OR SUBCONTRACTED PORTIONS OF SUBCONTRACTOR'S WORK ON SAID PROJECT (OR HAS COMMITMENTS OR INTENDS TO PURCHASE, RENT, OR SUBCONTRACT) IN AN AMOUNT OF $5,000.00 OR MORE from the commencement of said project to the date of project completion:

NAME OF SUPPLIER / SUB-SUBCONTRACTOR ADDRESS WORK / MATERIAL CONTRACTED FOR	ADJUSTED TOTAL AMOUNT INCLUDING CHANGE ORDERS	LAST MONTHS LIEN WAIVERS		SUPPLIER / SUB-SUB NOT USED LAST MO.	FINAL WAIVERS ALREADY SENT
		ATTACHED	FORTH-COMING		
SUBCONTRACTOR'S PORTION OF DIRECT LABOR, MATERIAL, EQUIPMENT					
TOTAL ADJUSTED SUBCONTRACT AMOUNT					

I certify (or declare) under penalty of perjury that the aforegoing is true and correct.

Executed on _____ at _____
DATE CITY AND STATE

_____
SIGNATURE

DPR Construction Inc.

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Job Number: _____

The undersigned has been paid and received a progress payment in the sum of $ _____ for labor, services, equipment or material furnished to _____ on the job _____ located at _____ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ through _____ only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

_____
Date

_____
(Company Name)

By: _____
(Signature)

_____
(Name and Title)

DPR Construction Inc.

SUBCONTRACTOR PAYMENT APPLICATION
RETENTION BILLING

FROM: _____

_____

_____

PHONE: _____

TO: DPR Construction, Inc.
2480 Natomas Park Drive Suite 100
Sacramento, CA 95833
Ph 916-568-3434 Fx 916-568-3442

Date: _____
Application Number: _____
Invoice Number: _____
Project Name: _____
DPR Job Number: _____
Sub Job Number: _____

Vendor Number: (DPR Use Only)

Type of Work: _____

This payment request covers the time period from _____ to _____

Contract Summary:

1. Original Subcontract Amount $ _____
2. Approved Subcontract Changes (Attach DPR Change Order) $ _____
3. Total Revised Subcontract Amount (Line 1 + Line 2) $ _____

Payment Application Summary:

4. Value of Work Completed To Date: _____ % $ _____
5. Value of Stored Materials: $ _____
6. Total Completed and Stored to Date (Line 4 + Line 5): $ _____
7. Less Prior Completed and Stored to Date (Line 6 from previous application): <$ _____ >
8. Total Gross Earned This Month (Line 6 - Line 7): $ _____
9. Retention held on this project now due _____ % $ _____

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail): $ _____

Comments:

_____

_____

_____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from DPR Construction, Inc., in the sum of $_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of $ 0.00. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

_____
SIGNATURE DATE

_____
NAME & TITLE

DPR Accounting Use Only	
PM's APPROVAL	
PWOK	
INS	
CK RLS DTE	

Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

DPR Construction Inc.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Job Number: _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to _____ on the job of _____ located at _____ and does hereby waive and release any mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of $ 0.00 .

_____
Date

_____
(Company Name)

By: _____
(Signature)

_____
(Name and Title)

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

FINANCIAL PACIFIC INSURANCE COMPANY

PO BOX 292220, Sacramento, CA 95829

BOND NO. C812956
PREMIUM $8,235.00

PERFORMANCE BOND

BE ADVISED THAT:

The **City of Rancho Cordova** hereinafter referred to as the Obligee has awarded to **New West Partitions** hereinafter referred to as Principal, the contract for the work described as follows:

Bid Package 14 – Metal Stud Framing/Drywall

The Principal is required to furnish a bond in connection with the contract guaranteeing faithful performance.

We the undersigned Principal and Surety are held and firmly bound to the Obligee in the sum of **Four hundred eighty two thousand three hundred thirty eight & no/100** **$482,338.00** the Obligee; for which payment we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by this Bond.

The condition of this bond is this: that if the Principal, its heirs, executors, administrators, successors, or assigns, well and truly perform the covenants, conditions and agreements in the contract and any alterations made as provided in it, at the time and in the manner specified and indemnifies and holds harmless the Obligee, its officers and agents, as stipulated in the contract, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

The surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed or the specifications shall in any way affect its obligation on this bond and it waives notice of any change, extension of time, alteration, or addition to the terms of the contract, the work, or the specifications.

AS WITNESSES, we have affixed our signatures and seals this **30** day of **September** **2005**

(Principal Seal)

Principal: **New West Partitions**
By: Ken Modglin
Title: PRESIDENT
Address: 2550 Sutterville Rd.
Sacramento, CA 95820

(Surety Seal)

Surety: **Financial Pacific Insurance Company**
By: James D. Einerson
Title: James D. Einerson, Attorney-in-Fact
Address: 3850 Atherton Road
Rocklin, CA 95765

FINANCIAL PACIFIC INSURANCE COMPANY

PO Box 292220, Sacramento, CA 95829

BOND NO. C812956
PREMIUM: Included

PAYMENT BOND

BE ADVISED THAT:

The **City of Rancho Cordova** herein referred to as the Obligee, by appropriate action, has awarded to **New West Partitions**

hereinafter referred to as Principal, the contract for the work described as follows

Bid Package 14 – Metal Stud Framing/Drywall

The Principal is required to by Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with the contract;

THEREFORE, we, the PRINCIPAL and Financial Pacific Insurance Company as Surety, are held and firmly bound unto the Obligee in the penal sum of

Four hundred eighty two thousand three hundred thirty-eight---($482,338.00)

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

The condition of this obligation is that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to their work and labor, the surety or sureties will pay f or them, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Obligee, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment for it, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under the contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit it is given, and under no circumstances shall Surety be released from liability to those for whose benefit the bond has been given, by reason of any breach of contract between the owner or DISTRICT and original contractor or on the part of any obligee named in the bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3181 of the California Civil Code and has not been paid the full amount of his claim and that Surety waives notice of any change, extension of time, addition, alteration, or modification mentioned above.

AS WITNESSES, we have affixed our signatures and seals this **30** Day of **September, 2005**

(Principal Seal)

Principal: **New West Partitions**
By:
Title: President
Address: 2550 Sutterville Rd., Sacramento, CA. 95820

(Surety Seal)

Surety: **Financial Pacific Insurance Company**
By:
Title: James D. Einerson, Attorney-in-Fact
Address: 3850 Atherton Road
Rocklin, CA 95765

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

Country of Sacramento

On 9/30/05 (DATE) before me, Gail C. Einerson, Notary Public (NAME, TITLE OF OFFICER . E. G., " JANE DOE, NOTORY PUBLIC") ,

Personally appeared James D. Einerson (NAMES(S) OF SIGNER(S)) ,

☒ Personally know to – **OR** - ☐ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ESI1 GAIL C. EINERSON COMM. #1457147 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. Jan 5, 2008 ESI1

WITNESS my hand and official seal.

Gail C. Einerson
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER C812956 POWER NUMBER 812956

PRINCIPAL New West Partitions PENAL SUM $482,338.00

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

James D. Einerson

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to $1,500,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, unbdertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 15th of March, 2004.

FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

Robert T. Kingsley, President

John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

On this 15th day of March, 2004, personally came before me Robert T. Kingsley and John R. Hollingshead, to me known to be the individuals and officers of Financial Pacific Insurance Company, who executed the above instrument, and they have acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said corporation.

ESI1 REBEKAH MOELLER COMM. #1471389 Notary Public-California PLACER COUNTY My Comm. Exp. Feb 21, 2008 ESI1

Rebekah Moeller, Notary Public

CERTIFICATE

I, the undersigned Secretary of Financial Pacific Insurance Company, a California corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Signed and sealed at Sacramento, this 30 day of Sept., 20 05

John R. Hollingshead, Secretary

Financial Pacific Insurance Company seal must be affixed

FINANCIAL PACIFIC

Bond # C812956

Rider Containing
Disclosure Notice of Terrorism Coverage

The Terrorism Risk Insurance Act of 2002 requires Financial Pacific Insurance Company (FPIC) to provide this disclosure notice. No action is required on your part. This Disclosure Notice is incorporated in and made part of the attached bond. The actual coverage provided by this bond for acts of terrorism is limited by the terms, conditions, exclusions, limits other provisions of the bond any endorsements and generally applicable rules of law.

Effective November 26, 2002 any losses caused by a certified act of terrorism would be partially reimbursed by the United States of America to FPIC under a formula established by the Terrorism Risk Act of 2002. Under this formula, The United States of America reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

There is a cap on FPIC's Liability to pay for such losses if the aggregate amount of insured losses under The Act exceeds $100,000,000,000 during the applicable period for all insured and insurer's combined. In that case, we will not be liable for payment of any amount, which exceeds that aggregate amount of $100,000,000,000.

Your premium attributable to coverage for terrorist acts certified under The Act is Zero Dollars ($0.00). The cost of terrorism coverage is subject to change on any bond where premium is charged annually.

Signed and sealed this 30 day of September, 2005.

Financial Pacific Insurance Company

James D. Einerson, Attorney-in-Fact

James D. Einerson

[Corporate Seal]

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AO NEWWE-1

DATE (MM/DD/YYYY) 09/21/05

PRODUCER
United Valley Ins. Svcs./
Mulholland Insurance Agency
P.O.Box 847
Elk Grove CA 95759-0847
Phone: 916-685-3400

RECEIVED
SEP 22 2005
DPR CONSTRUCTION

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

New West Partitions
Kem Modellas
2550 Sutterville Rd.
Sacramento CA 95820-1020

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Westchester Surplus Lines	
INSURER B:	Fireman's Fund Insurance	29181
INSURER C:	Allied Insurance Company	
INSURER D:		
INSURER E:		

COPY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC	GLW789444	08/06/05	08/06/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	ACP7811934229	08/06/05	08/06/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	XSM00076865997	08/06/05	08/06/06	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is additional insured per attached form CG2010 1185. Primary/Non-Contributory appies per attached GLE0007 0196. *10 day notice of cancellation for non-payment of premium. Re: Job#475, Rancho Cordova City Hall, 3121 Gold Canel Dr. Rancho Cordova, CA 95670 "IN LIEU OF CERTIFICATE ISSUED TO DPR 9/20/05".

CERTIFICATE HOLDER

CITYRC1

City of Rancho Cordova
3121 Gold Canel Dr
Rancho Cordova CA 95670

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

POLICY NUMBER: **GLW789444** **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by contract, provided the contract is executed prior to loss

City of Rancho Cordova

Re: Job#475, Rancho Cordova City Hall, 3121 Gold Canel Dr, Rancho Cordova, CA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

GLW789444

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Ken Cooley
Mayor

Robert McGarvey
Vice Mayor

Linda Budge
Council Member

David Sander
Council Member

Dan Skoglund
Council Member

September 9, 2005

Decorators, Inc.
2987 Orange Grove Avenue
North Highlands, CA 95660
Attn: D.A. Camerer, Chairman

Re: BID PROTEST FOR METAL STUD FRAMING / DRYWALL, BID PACKAGE #14

Mr. Camerer,

We received your bid protest letter on September 1, 2005. We forwarded your letter to the City's Attorney's office for their review and would like to inform you of that outcome. Although the City found no basis for rejecting DPR's bid, they did conclude that another statute, Government Code section 1090 applies.

Government Code section 1090 prohibits the City from entering into a contract in which a city official or employee has a financial interest where that official or employee participated in the making of the contract, either as a decision maker, or as a participant in the drafting, negotiating, or execution of the contract. The Attorney General has issued an opinion that a consultant can be considered an employee for purposes of 1090 where the consultant is acting on behalf of the agency. As DPR drafted the bid specifications, and provided the Engineer's Estimate, DPR would be considered an employee for purposes of section 1090, and DPR's prior involvement in this bid package represents a financial interest. Any contract entered into in violation of 1090 is void under state law.

Therefore, the City's legal counsel has advised that we must reject DPR's bid as non-responsive for this work because DPR cannot legally contract for this work under 1090. The City will now proceed and award this scope of the project to New West Partitions, who is now the lowest responsive bidder.

Please contact me if you have any additional questions regarding this subject.

Sincerely,

Winfred DeLeon, PE
City of Rancho Cordova
City Construction Manager
(916) 942-0217

Ken Cooley
Mayor

Robert McGarvey
Vice Mayor

Linda Budge
Council Member

David Sander
Council Member

Dan Skoglund
Council Member

September 6, 2005

DPR Construction, Inc.
2480 Natomas Park Drive, #100
Sacramento, CA 95833
Attn: Trish Timothy, Regional Manager

Re: REJECTION OF METAL STUD FRAMING/DRYWALL BID PACKAGE #14

Ms. Timothy,

As you are aware, the City received a bid protest from Decorators Inc. protesting the award of this bid package to DPR. In reviewing the bid protest, the City found no basis for rejecting DPR's bid. But in reviewing this bid protest, the City Attoney's office concluded that another statute, Government Code section 1090 applies to require the City to reject DPR's bid as non responsive.

Government Code section 1090 prohibits the City from entering into a contract in which a city official or employee has a financial interest where that official or employee participated in the making of the contract, either as a decision maker, or as a participant in the drafting, negotiating, or execution of the contract. The Attorney General has issued an opinion that a consultant can be considered an employee for purposes of 1090 where the consultant is acting on behalf of the agency. As DPR drafted the bid specifications, and provided the Engineer's Estimate, DPR would be considered an employee for purposes of section 1090, and DPR's prior involvement in this bid package represents a financial interest. Any contract entered into in violation of 1090 is void under state law.

Therefore, the City's legal counsel has advised that we must reject DPR's bid as non-responsive for this work because DPR cannot legally contract for this work under 1090. The City will now proceed and award this scope of the project to New West Partitions, who is now the lowest responsive bidder.

Please contact me if you have any additional questions regarding this subject.

Sincerely,

Winfred DeLeon, PE
City of Rancho Cordova
City Construction Manager
(916) 942-0217

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Winfred DeLeon, Principal Engineer/Architect WDL

SUBJECT: **AGREEMENT BETWEEN SIMAS FLOOR CO., INC. AND THE CITY OF RANCHO CORDOVA FOR THE NEW CITY HALL PROJECT, CARPET AND RESILIENT FLOORING TRADE**

RECOMMENDATION

It is recommended that the subject contract be awarded to the lowest responsive bidder, **Simas Floor Co., Inc.** in the amount of $209,769. Contract Agreement between the City of Rancho Cordova and Simas Floor Co., Inc. is provided in **Attachment B**.

BACKGROUND

The work to be done on this contract consists, in general, of furnishing all labor, materials, tools and equipment necessary to furnish and install complete the carpet and resilient flooring.

Bids were solicited with the Sacramento Bee beginning August 8, 2005. The bids were publicly opened on August 31, 2005 at approximately 2:30 pm at 2729 Prospect Park Drive, Rancho Cordova 95670.

BID INFORMATION

Four (4) contractors bid on the project. The budget estimate was $187,700. The low bid was $209,769, the average bid was $221,743 and the high bid was $240,700. The Bid Summary Sheet is provided in **Attachment A.** The low bid is 11.8% above the budget estimate.

Enclosure:

Attachment A: Bid Summary Sheet
Attachment B: Agreement between Simas Floor Co., Inc. and the City of Rancho Cordova

AGENDA ITEM # 11

ATTACHMENT A

Bid Package 17 Carpet / Resilient Flooring

Rancho Cordova City Hall

August 31, 2005, 2pm

DEDUCT

Letter Designation	Contractor	Base Bid Amount	Acknowledge Schedule	Acknowledge Addenda	Acknowledge Amendment B	Acknowledge Amendment C	Alternate 1 Amount	Unit Price 1 Amount	Proposal Signed	Designation of Subs	Bidders Bond	Non-Collusion	Experience Qualification	Drug Free Workplace	Responsive	Ranking
A	DynamicCFS	244,850	yes	None	yes	yes	4,150	87.00		yes	yes	yes	yes	yes	✓	4
B	BT Mancini	226,854	yes	None	yes	yes	3658	65.00		yes	yes	yes	yes	yes	✓	3
C	SCS	216,605	yes	None	yes	yes	3,300	65.00		yes	yes	yes	yes	yes	✓	2
D	Simas	215,874	yes	None	yes	yes	4,105	62.50		yes	yes	yes	yes	yes	✓	1
E				None												
F				None			A									
G	A = Accepted			None												
H				None												
I				None												
J				None												
K				None												
L				None												
M				None												
N				None												
O				None												

CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
Simas Floor Co., Inc. DBA: Robert Simas Floor Co.

THIS AGREEMENT made and entered into this day of September 9, 2005, between the City of Rancho Cordova ("City") and Simas Floor Co., Inc. DBA: Robert Simas Floor Co.("Contractor") as of September 9, 2005.

WITNESSETH:

WHEREAS, the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. **The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated March 2004("Standard Specifications"); the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Contract Documents.**

Section 2. SCOPE OF WORK. **The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract as provided for and set forth in said Contract Documents, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Construction Manager and the City, both of whom shall have the right to reject any and all materials and supplies furnished by the Contractor that do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.**

Section 3. COMPLETION. **Said work shall be completed and ready for acceptance by the date specified in the project schedule, attached hereto as Exhibit "A," and incorporated by references into this Agreement.**

Section 4. PAYMENT. **Attached hereto as Exhibit "B" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of the Contract Documents , the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Two Hundred Nine Thousand, Seven Hundred Sixty-Nine Dollars and no/100 ($209,769.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications and the Special Provisions. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. Payments requests by Contractor shall be submitted to DPR Construction Inc. for review and approval per DPR's Billing package attached hereto as Exhibit "C" The City will not pay any request for payment until DPR has informed the City that the request for payment is acceptable.**

Section 5. PREVAILING WAGES. **Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement**

shall be paid to all workers, laborers and mechanics employed n the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 3121 Gold Canal Drive, Rancho Cordova, CA., the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the Standard Specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the City as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

Section 11. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City shall provide the Contractor with notice of claims relating to this Agreement filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA

Ted A. Gaebler, City Manager

Attest:

Lillian Hare, City Clerk

Approved as to Form:

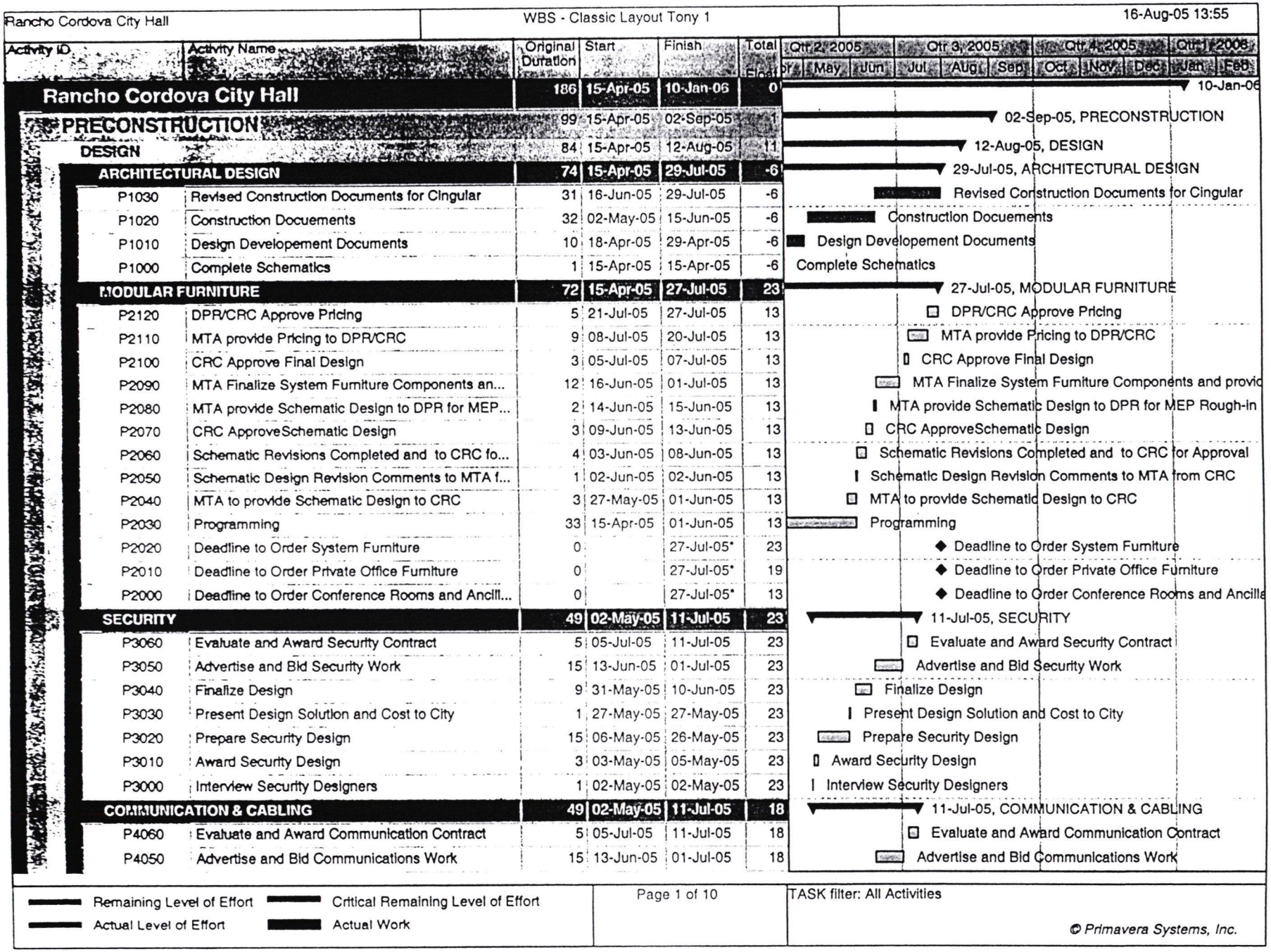
Adam Lindgren, City Attorney

Simas Floor Co., Inc. DBA:
Robert Simas Floor Co.

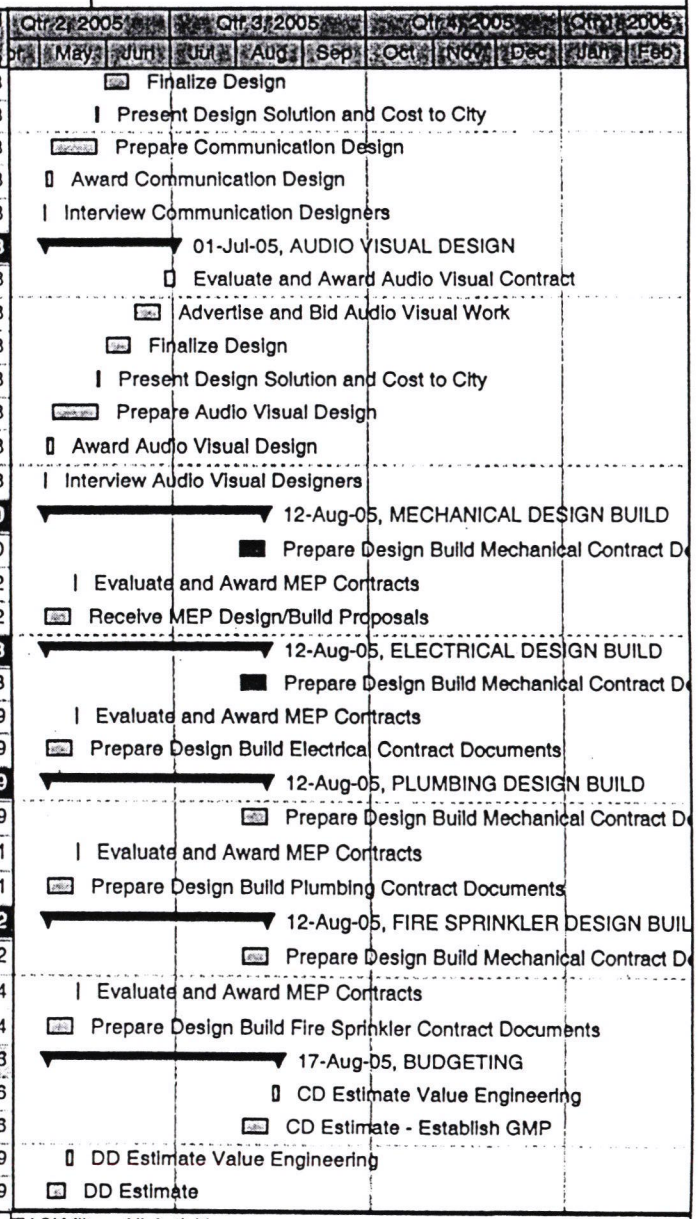
Gail Ward
Signature

Gail Ward - Controller
Printed Name, Title

Exhibit "A"


Rancho Cordova City Hall
WBS - Classic Layout Tony 1
16-Aug-05 13:55
Activity ID
Activity Name
Original Duration
Start
Finish
Total Float
Qtr 2 2005
Qtr 3 2005
Qtr 4 2005
Qtr 1 2006
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Rancho Cordova City Hall 186 15-Apr-05 10-Jan-06 0
PRECONSTRUCTION 99 15-Apr-05 02-Sep-05 -1
DESIGN 84 15-Apr-05 12-Aug-05 11
ARCHITECTURAL DESIGN 74 15-Apr-05 29-Jul-05 -6
P1030 Revised Construction Documents for Cingular 31 16-Jun-05 29-Jul-05 -6
P1020 Construction Docuements 32 02-May-05 15-Jun-05 -6
P1010 Design Developement Documents 10 18-Apr-05 29-Apr-05 -6
P1000 Complete Schematics 1 15-Apr-05 15-Apr-05 -6
MODULAR FURNITURE 72 15-Apr-05 27-Jul-05 23
P2120 DPR/CRC Approve Pricing 5 21-Jul-05 27-Jul-05 13
P2110 MTA provide Pricing to DPR/CRC 9 08-Jul-05 20-Jul-05 13
P2100 CRC Approve Final Design 3 05-Jul-05 07-Jul-05 13
P2090 MTA Finalize System Furniture Components an... 12 16-Jun-05 01-Jul-05 13
P2080 MTA provide Schematic Design to DPR for MEP... 2 14-Jun-05 15-Jun-05 13
P2070 CRC ApproveSchematic Design 3 09-Jun-05 13-Jun-05 13
P2060 Schematic Revisions Completed and to CRC fo... 4 03-Jun-05 08-Jun-05 13
P2050 Schematic Design Revision Comments to MTA f... 1 02-Jun-05 02-Jun-05 13
P2040 MTA to provide Schematic Design to CRC 3 27-May-05 01-Jun-05 13
P2030 Programming 33 15-Apr-05 01-Jun-05 13
P2020 Deadline to Order System Furniture 0 27-Jul-05* 23
P2010 Deadline to Order Private Office Furniture 0 27-Jul-05* 19
P2000 Deadline to Order Conference Rooms and Ancill... 0 27-Jul-05* 13
SECURITY 49 02-May-05 11-Jul-05 23
P3060 Evaluate and Award Security Contract 5 05-Jul-05 11-Jul-05 23
P3050 Advertise and Bid Security Work 15 13-Jun-05 01-Jul-05 23
P3040 Finalize Design 9 31-May-05 10-Jun-05 23
P3030 Present Design Solution and Cost to City 1 27-May-05 27-May-05 23
P3020 Prepare Security Design 15 06-May-05 26-May-05 23
P3010 Award Security Design 3 03-May-05 05-May-05 23
P3000 Interview Security Designers 1 02-May-05 02-May-05 23
COMMUNICATION & CABLING 49 02-May-05 11-Jul-05 18
P4060 Evaluate and Award Communication Contract 5 05-Jul-05 11-Jul-05 18
P4050 Advertise and Bid Communications Work 15 13-Jun-05 01-Jul-05 18
10-Jan-06
02-Sep-05, PRECONSTRUCTION
12-Aug-05, DESIGN
29-Jul-05, ARCHITECTURAL DESIGN
Revised Construction Documents for Cingular
Construction Docuements
Design Developement Documents
Complete Schematics
27-Jul-05, MODULAR FURNITURE
DPR/CRC Approve Pricing
MTA provide Pricing to DPR/CRC
CRC Approve Final Design
MTA Finalize System Furniture Components and provic
MTA provide Schematic Design to DPR for MEP Rough-in
CRC ApproveSchematic Design
Schematic Revisions Completed and to CRC for Approval
Schematic Design Revision Comments to MTA from CRC
MTA to provide Schematic Design to CRC
Programming
Deadline to Order System Furniture
Deadline to Order Private Office Furniture
Deadline to Order Conference Rooms and Ancilla
11-Jul-05, SECURITY
Evaluate and Award Security Contract
Advertise and Bid Security Work
Finalize Design
Present Design Solution and Cost to City
Prepare Security Design
Award Security Design
Interview Security Designers
11-Jul-05, COMMUNICATION & CABLING
Evaluate and Award Communication Contract
Advertise and Bid Communications Work
Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work
Page 1 of 10
TASK filter: All Activities
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
P4040	Finalize Design	9	31-May-05	10-Jun-05	18
P4030	Present Design Solution and Cost to City	1	27-May-05	27-May-05	18
P4020	Prepare Communication Design	15	06-May-05	26-May-05	18
P4010	Award Communication Design	3	03-May-05	05-May-05	18
P4000	Interview Communication Designers	1	02-May-05	02-May-05	18
AUDIO VISUAL DESIGN		**44**	**02-May-05**	**01-Jul-05**	**28**
P5060	Evaluate and Award Audio Visual Contract	5	27-Jun-05	01-Jul-05	28
P5050	Advertise and Bid Audio Visual Work	10	13-Jun-05	24-Jun-05	28
P5040	Finalize Design	9	31-May-05	10-Jun-05	28
P5030	Present Design Solution and Cost to City	1	27-May-05	27-May-05	28
P5020	Prepare Audio Visual Design	15	06-May-05	26-May-05	28
P5010	Award Audio Visual Design	3	03-May-05	05-May-05	28
P5000	Interview Audio Visual Designers	1	02-May-05	02-May-05	28
MECHANICAL DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**0**
P6020	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	0
P6010	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	52
P6000	Receive MEP Design/Build Proposals	10	02-May-05	13-May-05	52
ELECTRICAL DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**-3**
P6120	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	-3
P6110	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	49
P6100	Prepare Design Build Electrical Contract Docum...	10	02-May-05	13-May-05	49
PLUMBING DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**9**
P6220	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	9
P6210	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	61
P6200	Prepare Design Build Plumbing Contract Docum...	10	02-May-05	13-May-05	61
FIRE SPRINKLER DESIGN BUILD		**73**	**02-May-05**	**12-Aug-05**	**2**
P6320	Prepare Design Build Mechanical Contract Docu...	10	01-Aug-05	12-Aug-05	2
P6310	Evaluate and Award MEP Contracts	1	16-May-05	16-May-05	54
P6300	Prepare Design Build Fire Sprinkler Contract Do...	10	02-May-05	13-May-05	54
BUDGETING		**76**	**02-May-05**	**17-Aug-05**	**6**
P7030	CD Estimate Value Engineering	3	15-Aug-05	17-Aug-05	6
P7020	CD Estimate - Establish GMP	10	01-Aug-05	12-Aug-05	6
P7010	DD Estimate Value Engineering	3	11-May-05	13-May-05	59
P7000	DD Estimate	7	02-May-05	10-May-05	59

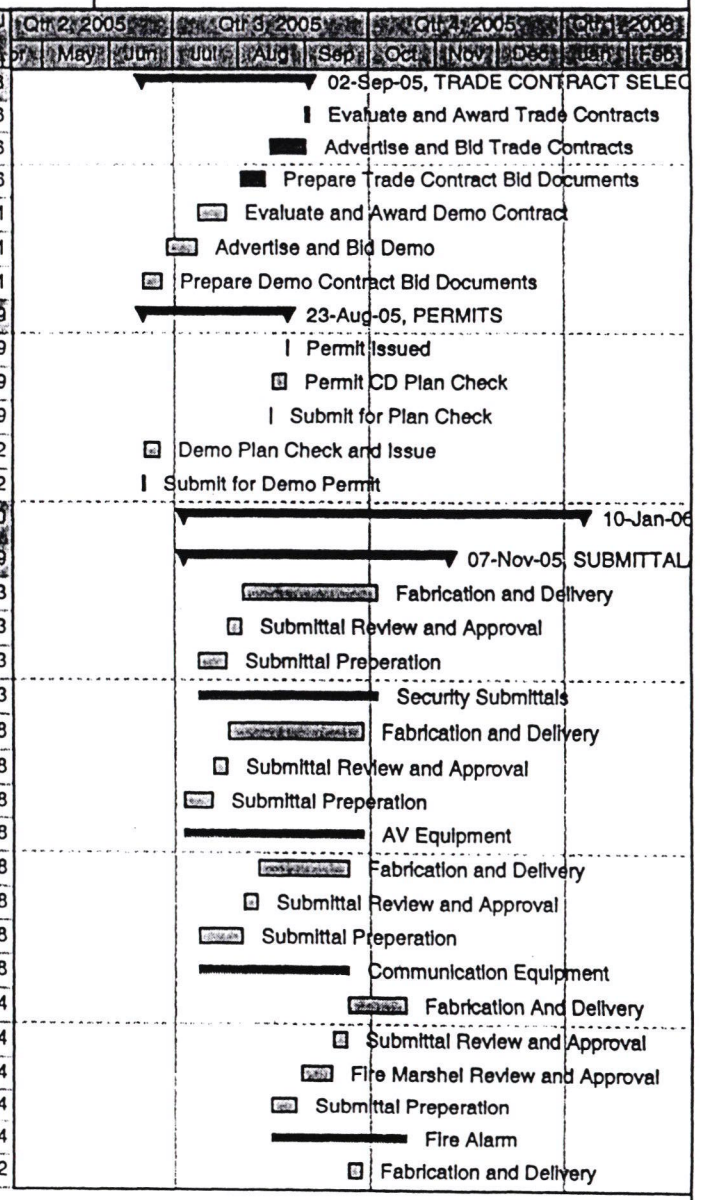


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TRADE CONTRACT SELECTION		56	16-Jun-05	02-Sep-05	-6
P8050	Evaluate and Award Trade Contracts	2	01-Sep-05	02-Sep-05	-6
P8040	Advertise and Bid Trade Contracts	13	15-Aug-05	31-Aug-05	-6
P8030	Prepare Trade Contract Bid Documents	10	01-Aug-05	12-Aug-05	-6
P8020	Evaluate and Award Demo Contract	10	12-Jul-05	25-Jul-05	1
P8010	Advertise and Bid Demo	10	27-Jun-05	11-Jul-05	1
P8000	Prepare Demo Contract Bid Documents	7	16-Jun-05	24-Jun-05	1
PERMITS		48	16-Jun-05	23-Aug-05	9
P9040	Permit Issued	1	23-Aug-05	23-Aug-05	9
P9030	Permit CD Plan Check	5	16-Aug-05	22-Aug-05	9
P9020	Submit for Plan Check	1	15-Aug-05	15-Aug-05	9
P9010	Demo Plan Check and Issue	5	17-Jun-05	23-Jun-05	22
P9000	Submit for Demo Permit	1	16-Jun-05	16-Jun-05	22
CONSTRUCTION		131	05-Jul-05	10-Jan-06	0
SUBMITTAL/PROCUREMENT		89	05-Jul-05	07-Nov-05	19
C0263	Fabrication and Delivery	45	02-Aug-05	04-Oct-05	23
C0262	Submittal Review and Approval	5	26-Jul-05	01-Aug-05	23
C0261	Submittal Preperation	10	12-Jul-05	25-Jul-05	23
C0260	Security Submittals	60	12-Jul-05	04-Oct-05	23
C0253	Fabrication and Delivery	45	26-Jul-05	27-Sep-05	28
C0252	Submittal Review and Approval	5	19-Jul-05	25-Jul-05	28
C0251	Submittal Preperation	10	05-Jul-05	18-Jul-05	28
C0250	AV Equipment	60	05-Jul-05	27-Sep-05	28
C0243	Fabrication and Delivery	30	09-Aug-05	20-Sep-05	18
C0242	Submittal Review and Approval	5	02-Aug-05	08-Aug-05	18
C0241	Submittal Preperation	15	12-Jul-05	01-Aug-05	18
C0240	Communication Equipment	50	12-Jul-05	20-Sep-05	18
C0234	Fabrication And Delivery	20	20-Sep-05	17-Oct-05	14
C0233	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	14
C0232	Fire Marshel Review and Approval	10	29-Aug-05	12-Sep-05	14
C0231	Submittal Preperation	10	15-Aug-05	26-Aug-05	14
C0230	Fire Alarm	45	15-Aug-05	17-Oct-05	14
C0224	Fabrication and Delivery	5	20-Sep-05	26-Sep-05	2

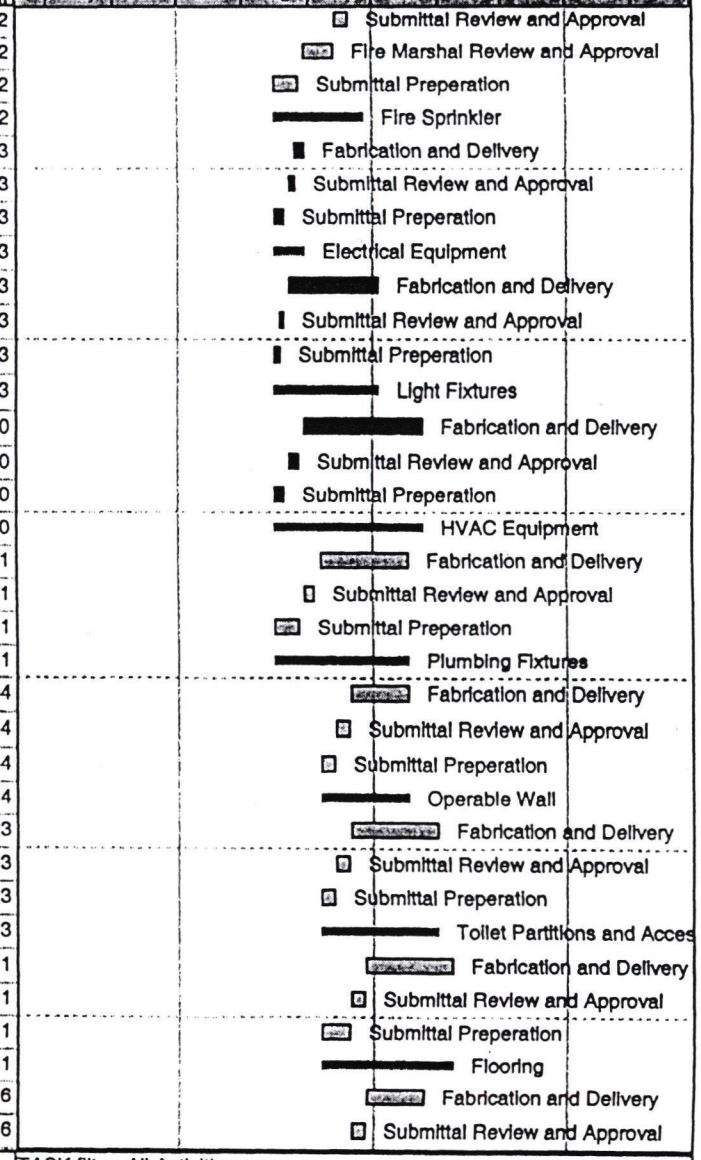


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C0223	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	2
C0222	Fire Marshal Review and Approval	10	29-Aug-05	12-Sep-05	2
C0221	Submittal Preperation	10	15-Aug-05	26-Aug-05	2
C0220	Fire Sprinkler	30	15-Aug-05	26-Sep-05	2
C0213	Fabrication and Delivery	3	25-Aug-05	29-Aug-05	-3
C0212	Submittal Review and Approval	3	22-Aug-05	24-Aug-05	-3
C0211	Submittal Preperation	5	15-Aug-05	19-Aug-05	-3
C0210	Electrical Equipment	11	15-Aug-05	29-Aug-05	-3
C0203	Fabrication and Delivery	30	22-Aug-05	03-Oct-05	-3
C0202	Submittal Review and Approval	2	18-Aug-05	19-Aug-05	-3
C0201	Submittal Preperation	3	15-Aug-05	17-Aug-05	-3
C0200	Light Fixtures	35	15-Aug-05	03-Oct-05	-3
C0193	Fabrication and Delivery	40	29-Aug-05	24-Oct-05	0
C0192	Submittal Review and Approval	5	22-Aug-05	26-Aug-05	0
C0191	Submittal Preperation	5	15-Aug-05	19-Aug-05	0
C0190	HVAC Equipment	50	15-Aug-05	24-Oct-05	0
C0183	Fabrication and Delivery	30	06-Sep-05	17-Oct-05	31
C0182	Submittal Review and Approval	5	29-Aug-05	02-Sep-05	31
C0181	Submittal Preperation	10	15-Aug-05	26-Aug-05	31
C0180	Plumbing Fixtures	45	15-Aug-05	17-Oct-05	31
C0173	Fabrication and Delivery	20	20-Sep-05	17-Oct-05	34
C0172	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	34
C0171	Submittal Preperation	5	06-Sep-05	12-Sep-05	34
C0170	Operable Wall	30	06-Sep-05	17-Oct-05	34
C0163	Fabrication and Delivery	30	20-Sep-05	31-Oct-05	23
C0162	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	23
C0161	Submittal Preperation	5	06-Sep-05	12-Sep-05	23
C0160	Toilet Partitions and Accessories	40	06-Sep-05	31-Oct-05	23
C0153	Fabrication and Delivery	30	27-Sep-05	07-Nov-05	11
C0152	Submittal Review and Approval	5	20-Sep-05	26-Sep-05	11
C0151	Submittal Preperation	10	06-Sep-05	19-Sep-05	11
C0150	Flooring	45	06-Sep-05	07-Nov-05	11
C0143	Fabrication and Delivery	20	27-Sep-05	24-Oct-05	6
C0142	Submittal Review and Approval	5	20-Sep-05	26-Sep-05	6

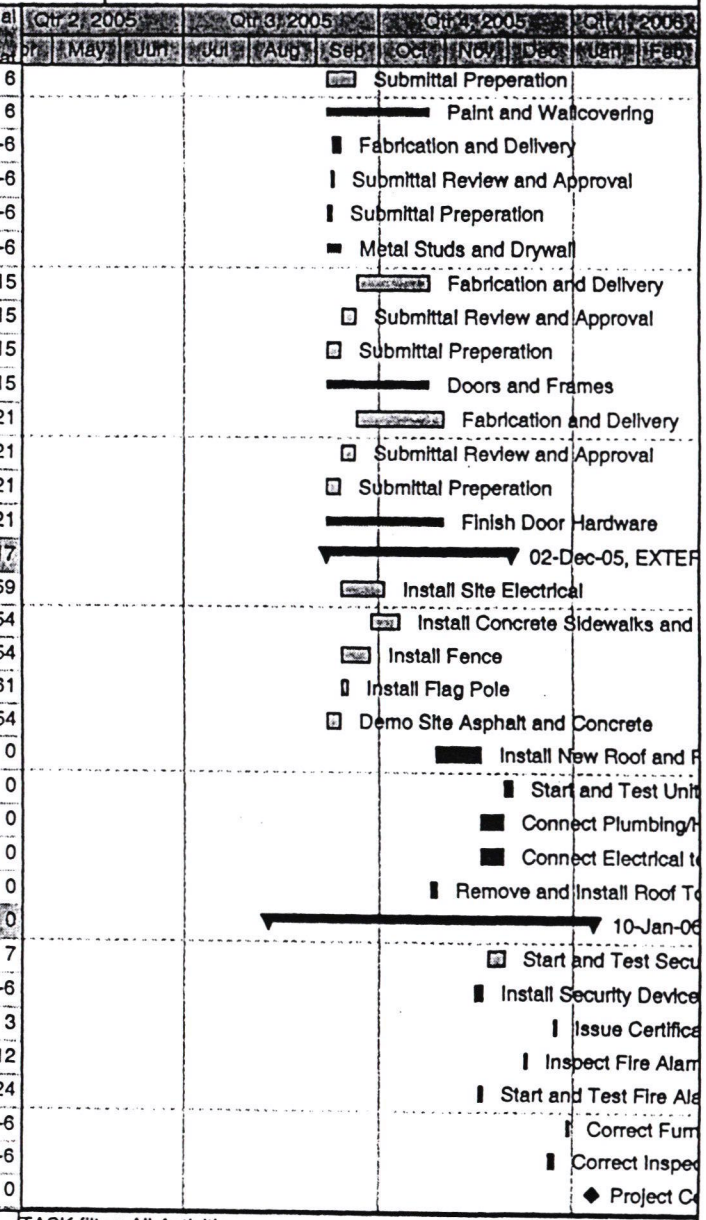


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C0141	Submittal Preperation	10	06-Sep-05	19-Sep-05	6
C0140	Paint and Wallcovering	35	06-Sep-05	24-Oct-05	6
C0133	Fabrication and Delivery	2	09-Sep-05	12-Sep-05	-6
C0132	Submittal Review and Approval	1	08-Sep-05	08-Sep-05	-6
C0131	Submittal Preperation	2	06-Sep-05	07-Sep-05	-6
C0130	Metal Studs and Drywall	5	06-Sep-05	12-Sep-05	-6
C0123	Fabrication and Delivery	25	20-Sep-05	24-Oct-05	15
C0122	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	15
C0121	Submittal Preperation	5	06-Sep-05	12-Sep-05	15
C0120	Doors and Frames	35	06-Sep-05	24-Oct-05	15
C0113	Fabrication and Delivery	30	20-Sep-05	31-Oct-05	21
C0112	Submittal Review and Approval	5	13-Sep-05	19-Sep-05	21
C0111	Submittal Preperation	5	06-Sep-05	12-Sep-05	21
C0100	Finish Door Hardware	40	06-Sep-05	31-Oct-05	21
EXTERIOR		62	06-Sep-05	02-Dec-05	17
C3080	Install Site Electrical	15	13-Sep-05	03-Oct-05	59
C3070	Install Concrete Sidewalks and Ramps	10	27-Sep-05	10-Oct-05	54
C3060	Install Fence	10	13-Sep-05	26-Sep-05	54
C3050	Install Flag Pole	3	13-Sep-05	15-Sep-05	61
C3040	Demo Site Asphalt and Concrete	5	06-Sep-05	12-Sep-05	54
C3005	Install New Roof and Flashing	15	28-Oct-05	17-Nov-05	0
C3030	Start and Test Units	4	29-Nov-05	02-Dec-05	0
C3020	Connect Plumbing/Hydronics to Units	5	18-Nov-05	28-Nov-05	0
C3010	Connect Electrical to Units	5	18-Nov-05	28-Nov-05	0
C3000	Remove and Install Roof Top HVAC Units	3	25-Oct-05	27-Oct-05	0
FIRST FLOOR		106	09-Aug-05	10-Jan-06	0
C1575	Start and Test Security System	5	21-Nov-05	29-Nov-05	7
C1445	Install Security Devices	4	15-Nov-05	18-Nov-05	-6
C1665	Issue Certificate of Occupancy	1	23-Dec-05	23-Dec-05	3
C1615	Inspect Fire Alarm System	1	09-Dec-05	09-Dec-05	12
C1585	Start and Test Fire Alarm System	2	17-Nov-05	18-Nov-05	24
C1675	Correct Furniture Punch Items	1	29-Dec-05	29-Dec-05	-6
C1625	Correct Inspection Items	3	20-Dec-05	22-Dec-05	-6
C1720	Project Complete	0		10-Jan-06	0

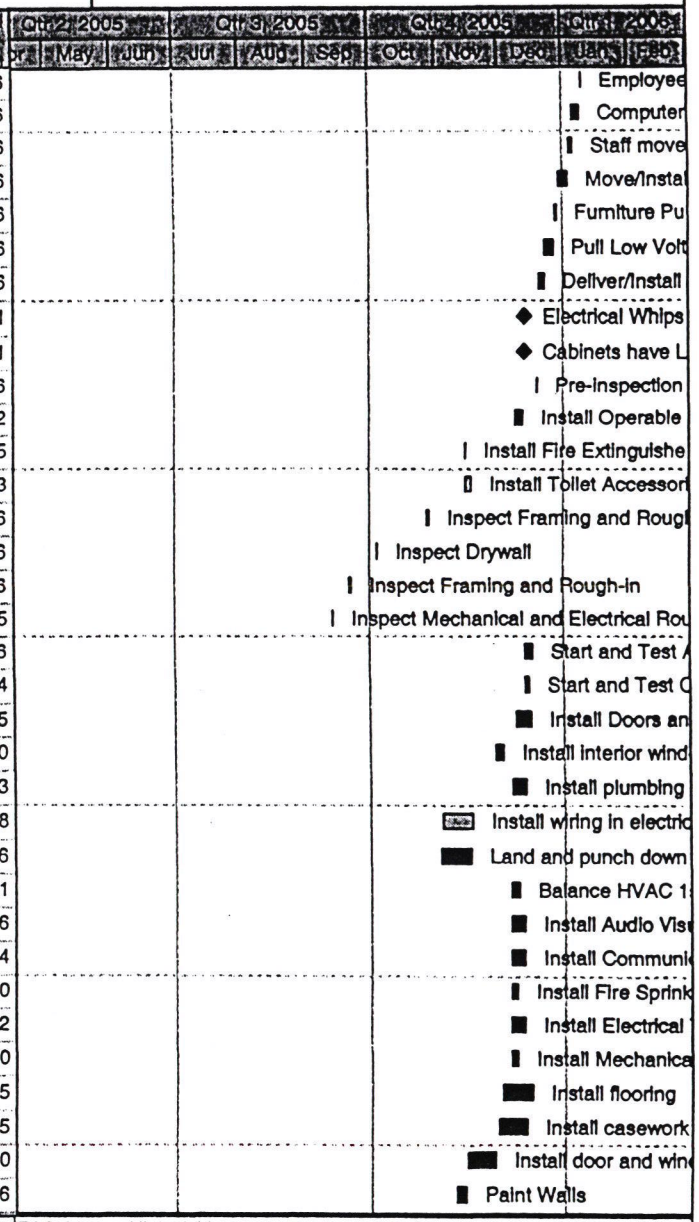


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C1710	Employees Report to New Facility	1	10-Jan-06	10-Jan-06*	-6
C1700	Computers and Phones connected/tested	2	06-Jan-06	09-Jan-06	-6
C1690	Staff moves Personal Items and Computers	2	04-Jan-06	05-Jan-06	-6
C1680	Move/Install existing Private Office Furniture	2	30-Dec-05	03-Jan-06	-6
C1670	Furniture Punch Walk Through	1	28-Dec-05	28-Dec-05	-6
C1660	Pull Low Voltage @ Furniture and Terminate	2	23-Dec-05	27-Dec-05	-6
C1650	Deliver/Install System Furniture	3	20-Dec-05	22-Dec-05	-6
C1640	Electrical Whips for System Furniture Installed	0	13-Dec-05		-1
C1630	Cabinets have Low Voltage wire Pulled and coil...	0	13-Dec-05		-1
C1620	Pre-inspection before Furniture	1	19-Dec-05	19-Dec-05	-6
C1610	Install Operable Wall	2	09-Dec-05	12-Dec-05	-2
C1600	Install Fire Extinguishers	1	15-Nov-05	15-Nov-05	15
C1590	Install Toilet Accessories	3	15-Nov-05	17-Nov-05	13
C1345	Inspect Framing and Rough-In	1	28-Oct-05	28-Oct-05	-6
C1145	Inspect Drywall	1	04-Oct-05	04-Oct-05	-6
C1115	Inspect Framing and Rough-In	1	21-Sep-05	21-Sep-05	-6
C1065	Inspect Mechanical and Electrical Rough-In	1	13-Sep-05	13-Sep-05	15
C1580	Start and Test Audio Visual System	4	13-Dec-05	16-Dec-05	-6
C1570	Start and Test Communication System	2	13-Dec-05	14-Dec-05	-4
C1505	Install Doors and Hardware	5	09-Dec-05	15-Dec-05	-5
C1485	Install interior window glazing	4	29-Nov-05	02-Dec-05	0
C1495	Install plumbing fixtures	5	07-Dec-05	13-Dec-05	-3
C1425	Install wiring in electrical panels	10	04-Nov-05	17-Nov-05	8
C1415	Land and punch down cabling	10	03-Nov-05	16-Nov-05	-6
C1560	Balance HVAC 1st Floor	4	06-Dec-05	09-Dec-05	-1
C1550	Install Audio Visual System	5	06-Dec-05	12-Dec-05	-6
C1540	Install Communication Trim	5	06-Dec-05	12-Dec-05	-4
C1530	Install Fire Sprinkler trim	3	06-Dec-05	08-Dec-05	0
C1520	Install Electrical Trim	5	06-Dec-05	12-Dec-05	-2
C1510	Install Mechanical Trim	3	06-Dec-05	08-Dec-05	0
C1500	Install flooring	10	02-Dec-05	15-Dec-05	-5
C1490	Install casework	10	30-Nov-05	13-Dec-05	-5
C1480	Install door and window frames	8	15-Nov-05	28-Nov-05	0
C1400	Paint Walls	3	10-Nov-05	14-Nov-05	-6

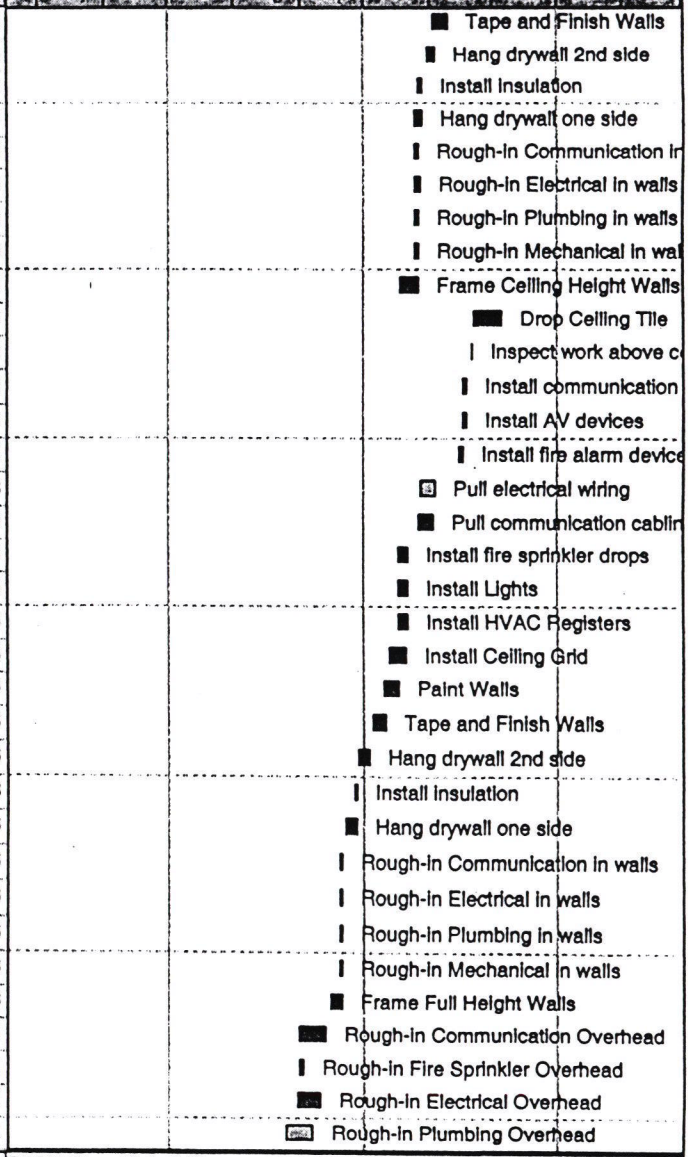


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C1380	Tape and Finish Walls	5	03-Nov-05	09-Nov-05	-6
C1370	Hang drywall 2nd side	4	31-Oct-05	03-Nov-05	-6
C1360	Install insulation	2	27-Oct-05	28-Oct-05	-6
C1350	Hang drywall one side	4	25-Oct-05	28-Oct-05	-6
C1340	Rough-in Communication in walls	2	25-Oct-05	26-Oct-05	-6
C1330	Rough-in Electrical in walls	3	25-Oct-05	27-Oct-05	-6
C1320	Rough-in Plumbing in walls	2	25-Oct-05	26-Oct-05	-6
C1310	Rough-in Mechanical in walls	2	25-Oct-05	26-Oct-05	-6
C1280	Frame Ceiling Height Walls and Soffits	7	18-Oct-05	26-Oct-05	-6
C1470	Drop Ceiling Tile	8	22-Nov-05	05-Dec-05	-6
C1460	Inspect work above ceiling	1	21-Nov-05	21-Nov-05	-6
C1450	Install communication devices	2	17-Nov-05	18-Nov-05	-6
C1440	Install AV devices	2	17-Nov-05	18-Nov-05	-6
C1430	Install fire alarm devices	2	15-Nov-05	16-Nov-05	-4
C1420	Pull electrical wiring	5	28-Oct-05	03-Nov-05	3
C1410	Pull communication cabling	5	27-Oct-05	02-Nov-05	-6
C1200	Install fire sprinkler drops	5	17-Oct-05	21-Oct-05	-6
C1190	Install Lights	5	17-Oct-05	21-Oct-05	-6
C1180	Install HVAC Registers	5	17-Oct-05	21-Oct-05	-6
C1170	Install Ceiling Grid	6	13-Oct-05	20-Oct-05	-6
C1160	Paint Walls	6	10-Oct-05	17-Oct-05	-6
C1150	Tape and Finish Walls	5	05-Oct-05	11-Oct-05	-6
C1140	Hang drywall 2nd side	4	28-Sep-05	03-Oct-05	-6
C1130	Install insulation	2	26-Sep-05	27-Sep-05	-6
C1120	Hang drywall one side	4	22-Sep-05	27-Sep-05	-6
C1110	Rough-in Communication in walls	2	19-Sep-05	20-Sep-05	-6
C1100	Rough-in Electrical in walls	2	19-Sep-05	20-Sep-05	-6
C1090	Rough-in Plumbing in walls	2	19-Sep-05	20-Sep-05	-6
C1080	Rough-in Mechanical in walls	2	19-Sep-05	20-Sep-05	-6
C1070	Frame Full Height Walls	4	15-Sep-05	20-Sep-05	-6
C1060	Rough-in Communication Overhead	8	31-Aug-05	12-Sep-05	-1
C1050	Rough-in Fire Sprinkler Overhead	2	31-Aug-05	01-Sep-05	-1
C1040	Rough-in Electrical Overhead	8	30-Aug-05	09-Sep-05	-1
C1030	Rough-in Plumbing Overhead	8	25-Aug-05	06-Sep-05	1

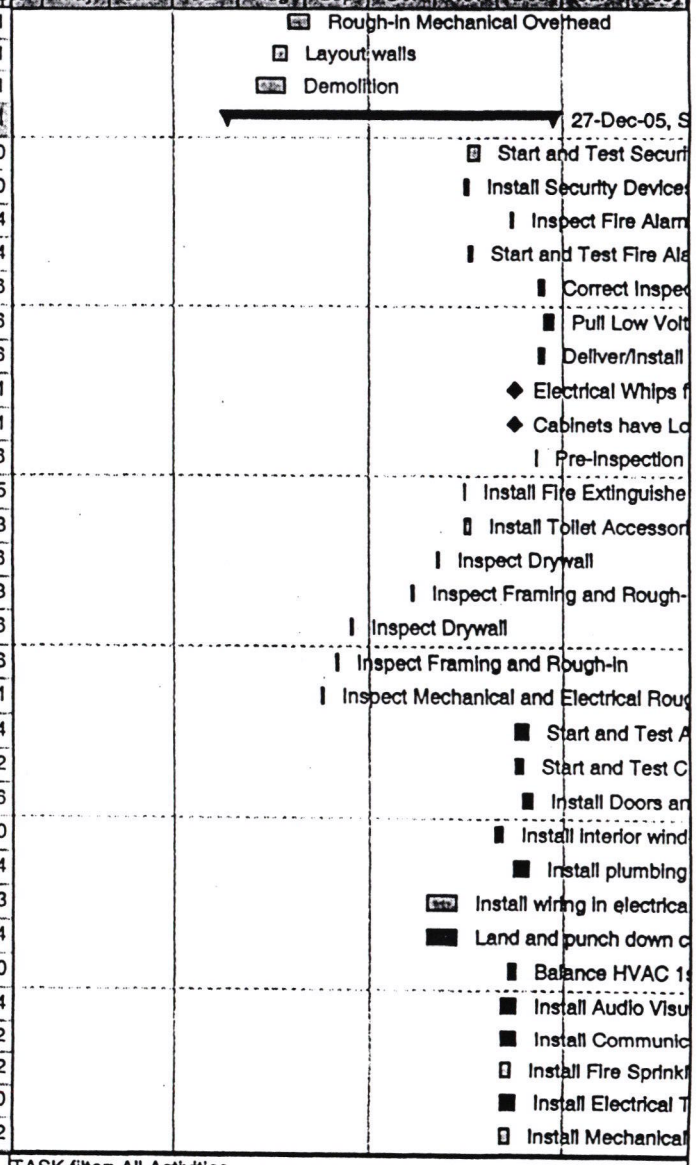


Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C1020	Rough-In Mechanical Overhead	8	24-Aug-05	02-Sep-05	1
C1010	Layout walls	5	17-Aug-05	23-Aug-05	1
C1000	Demolition	10	09-Aug-05	22-Aug-05	1
SECOND FLOOR		107	26-Jul-05	27-Dec-05	1
C2585	Start and Test Security System	4	17-Nov-05	22-Nov-05	10
C2415	Install Security Devices	2	15-Nov-05	16-Nov-05	10
C2630	Inspect Fire Alarm System	1	07-Dec-05	07-Dec-05	14
C2590	Start and Test Fire Alarm System	2	17-Nov-05	18-Nov-05	24
C2650	Correct Inspection Items	3	20-Dec-05	22-Dec-05	-6
C2690	Pull Low Voltage @ Furniture and Terminate	2	23-Dec-05	27-Dec-05	-6
C2680	Deliver/Install System Furniture	3	20-Dec-05	22-Dec-05	-6
C2670	Electrical Whips for System Furniture Installed	0	09-Dec-05		1
C2660	Cabinets have Low Voltage wire Pulled and coil...	0	09-Dec-05		1
C2640	Pre-Inspection before Furniture	1	19-Dec-05	19-Dec-05	-6
C2610	Install Fire Extinguishers	1	15-Nov-05	15-Nov-05	15
C2600	Install Toilet Accessories	3	15-Nov-05	17-Nov-05	13
C2330	Inspect Drywall	1	02-Nov-05	02-Nov-05	-6
C2290	Inspect Framing and Rough-In	1	21-Oct-05	21-Oct-05	-3
C2170	Inspect Drywall	1	22-Sep-05	22-Sep-05	-6
C2130	Inspect Framing and Rough-In	1	15-Sep-05	15-Sep-05	-6
C2070	Inspect Mechanical and Electrical Rough-In	1	08-Sep-05	08-Sep-05	11
C2580	Start and Test Audio Visual System	4	09-Dec-05	14-Dec-05	-4
C2570	Start and Test Communication System	2	09-Dec-05	12-Dec-05	-2
C2500	Install Doors and Hardware	5	12-Dec-05	16-Dec-05	-6
C2460	Install interior window glazing	4	29-Nov-05	02-Dec-05	0
C2480	Install plumbing fixtures	5	08-Dec-05	14-Dec-05	-4
C2390	Install wiring in electrical panels	10	28-Oct-05	10-Nov-05	13
C2370	Land and punch down cabling	10	28-Oct-05	10-Nov-05	-4
C2560	Balance HVAC 1st Floor	4	05-Dec-05	08-Dec-05	0
C2550	Install Audio Visual System	5	02-Dec-05	08-Dec-05	-4
C2540	Install Communication Trim	5	02-Dec-05	08-Dec-05	-2
C2530	Install Fire Sprinkler trim	3	02-Dec-05	06-Dec-05	2
C2520	Install Electrical Trim	5	02-Dec-05	08-Dec-05	0
C2510	Install Mechanical Trim	3	02-Dec-05	06-Dec-05	2

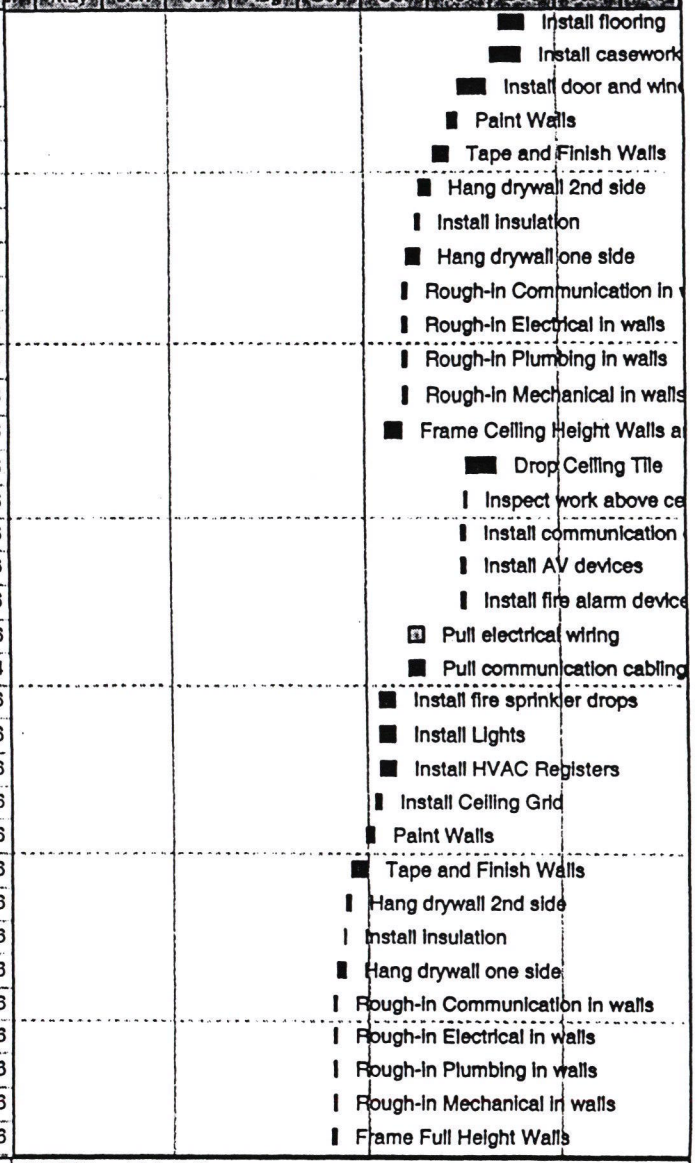


Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
C2490	Install flooring	10	05-Dec-05	16-Dec-05	-6
C2470	Install casework	10	01-Dec-05	14-Dec-05	-6
C2450	Install door and window frames	8	15-Nov-05	28-Nov-05	0
C2350	Paint Walls	3	10-Nov-05	14-Nov-05	-6
C2340	Tape and Finish Walls	5	03-Nov-05	09-Nov-05	-6
C2320	Hang drywall 2nd side	4	27-Oct-05	01-Nov-05	-6
C2310	Install insulation	2	25-Oct-05	26-Oct-05	-6
C2300	Hang drywall one side	4	21-Oct-05	26-Oct-05	-6
C2280	Rough-in Communication in walls	2	19-Oct-05	20-Oct-05	-6
C2270	Rough-in Electrical in walls	2	19-Oct-05	20-Oct-05	-6
C2260	Rough-in Plumbing in walls	2	19-Oct-05	20-Oct-05	-6
C2250	Rough-in Mechanical in walls	2	19-Oct-05	20-Oct-05	-6
C2240	Frame Ceiling Height Walls and Soffits	7	10-Oct-05	18-Oct-05	-6
C2440	Drop Ceiling Tile	8	18-Nov-05	01-Dec-05	-6
C2430	Inspect work above ceiling	1	17-Nov-05	17-Nov-05	-6
C2420	Install communication devices	2	15-Nov-05	16-Nov-05	-6
C2410	Install AV devices	2	15-Nov-05	16-Nov-05	-6
C2400	Install fire alarm devices	2	15-Nov-05	16-Nov-05	-6
C2380	Pull electrical wiring	5	21-Oct-05	27-Oct-05	6
C2360	Pull communication cabling	5	21-Oct-05	27-Oct-05	-4
C2230	Install fire sprinkler drops	5	07-Oct-05	13-Oct-05	-6
C2220	Install Lights	5	07-Oct-05	13-Oct-05	-6
C2210	Install HVAC Registers	5	07-Oct-05	13-Oct-05	-6
C2200	Install Ceiling Grid	3	04-Oct-05	06-Oct-05	-6
C2190	Paint Walls	2	30-Sep-05	03-Oct-05	-6
C2180	Tape and Finish Walls	5	23-Sep-05	29-Sep-05	-6
C2160	Hang drywall 2nd side	2	20-Sep-05	21-Sep-05	-6
C2150	Install insulation	1	19-Sep-05	19-Sep-05	-6
C2140	Hang drywall one side	2	16-Sep-05	19-Sep-05	-6
C2120	Rough-in Communication in walls	1	14-Sep-05	14-Sep-05	-6
C2110	Rough-in Electrical in walls	1	14-Sep-05	14-Sep-05	-6
C2100	Rough-in Plumbing in walls	1	14-Sep-05	14-Sep-05	-6
C2090	Rough-in Mechanical in walls	1	14-Sep-05	14-Sep-05	-6
C2080	Frame Full Height Walls	2	13-Sep-05	14-Sep-05	-6



Remaining Level of Effort | Critical Remaining Level of Effort
Actual Level of Effort | Actual Work

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Qtr 2, 2005 Apr May June	Qtr 3, 2005 July Aug Sept	Qtr 4, 2005 Oct Nov Dec	Qtr 1, 2006 Jan Feb
C2060	Rough-In Communication Overhead	5	31-Aug-05	07-Sep-05	-3		Rough-In Communication Overhead		
C2050	Rough-In Fire Sprinkler Overhead	2	31-Aug-05	01-Sep-05	-3		Rough-In Fire Sprinkler Overhead		
C2040	Rough-In Electrical Overhead	5	30-Aug-05	06-Sep-05	-3		Rough-In Electrical Overhead		
C2030	Rough-In Plumbing Overhead	5	11-Aug-05	17-Aug-05	9		Rough-In Plumbing Overhead		
C2020	Rough-In Mechanical Overhead	5	10-Aug-05	16-Aug-05	9		Rough-In Mechanical Overhead		
C2010	Layout walls	5	03-Aug-05	09-Aug-05	9		Layout walls		
C2000	Demolition	10	26-Jul-05	08-Aug-05	1		Demolition		

Remaining Level of Effort
Actual Level of Effort
Critical Remaining Level of Effort
Actual Work

TASK filter: All Activities

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DPR Construction Inc.

DPR Construction, Inc.
2480 Natomas Park Drive, Ste. 100
Sacramento, CA 95833
Tel. (916) 568-3434
Fax. (916) 568-3442

Exhibit "B"

August 17, 2005

BID PROPOSAL
Rancho Cordova City Hall
BID RELEASE 3
Bid Package 17 – Carpet / Resilient Flooring

TO: **City of Rancho Cordova**
3121 Gold Canal Drive
Rancho Cordova, CA 95670

FROM: Robert Simas Floor Company
(Name of Bidder)
2925 Gold Pan Court
(Address)
Rancho Cordova, CA 95670
(City, State, Zip Code)
(916) 853-5400 FX (916) 853-5405
(Telephone/Telecopier)
jsarti@simasfloors.com
(E-Mail Address of Bidder's Representative(s))
Jim Sarti
(Name(s) of Bidder's Authorized Representative(s))

BID PACKAGE DESCRIPTION
(Indicate Bid Package Tittle and Number) - Bid Package 17-Carpet/Resilient Flooring

1.0 Bid Proposal

1.1 **Base Bid Proposal Amount** - The undersigned Bidder proposes and agrees to perform the Construction Services including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligation required by the contract documents for the sum of Two hundred thirteen thousand,eight hundred ~~XXXXXXXXXXXX~~Dollars seventy-four DOLLARS ($ 213,874.00). The Bidder confirms that it has checked all of the above figures and understands that neither the Owner nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 **Acknowledgment of Project Schedule**
JW (initial)

1.3 **Acknowledgement of Addenda / Amendments.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the Owner. Bidders that do not acknowledge all Bid Addenda's by listing by number and initialing in the space provided below will be considered non-responsive and their bid shall be rejected.

_____ **Addenda Number(s)** __-0-__ received, acknowledged and
(Initial) incorporated in to this Bid Proposal.

_____ **Amendment letter(s)** __X 3__ received, acknowledged and
(Initial) incorporated into this Bid Proposal.

1.4 **Alternate Bid Item(s) -** The Bidder's price proposal(s) for Alternate Bid Items of the above-identified Bid Package is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the Owner's award of the Contract for the above-identified Bid Package unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded for the Bid Package. Alternate prices shall be good for a period of 90 days from date of the bid proposal.

1.4.1 Alternate 1 - Provide a deductive alternate for eliminating flooring fl11 sheet vinyl in room 104 Catering Kitchen.

Dollars ($4,105.00)

1.5 **Unit Price Bid Item(s) -** The Bidder's price proposal(s) for Unit Price Bid Items of the above-identified Bid Package is/are set forth in the form of Unit Price Bid Item Proposal included herewith. Price proposal(s) for Unit Price Bid Item(s) will not form the basis for the Owner's award of the Contract for the above-identified Bid Package unless a Unit Price Bid Item is incorporated into the scope of Work of the Contract awarded for the Bid Package. The requested unit prices are all inclusive of fully burdened labor, supervision, material, equipment, insurance, overhead and profit as applicable.

1.5.1 **Unit Price 1 –** Provide a fully burdened labor rate per man hour for a journeyman. (This unit price will be used in tracking labor costs associated with the allowances and change orders).

Dollars ($ 62.50)

1.6 **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: the Designation of Subcontractors, Bidders Bond or required Bid Security, Non-Collusion Affidavit, Experience / Qualifications Statement, and Drug-free Workplace Certification. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid Proposal for non-responsiveness.

1.7 **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to DPR Construction, Inc. the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement, the Bidder awarded the Contract shall deliver: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; (e) the Drug-Free Workplace Certificate; (f) Verification of a valid Contractors License for the work the Contractor is planning to perform. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the Owner may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

1.8 **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) C 15 bearing License Number(s) 117116, with expiration date(s) of June 2006. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

1.9 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: Gail Ward
(Signature)

(Corporate Seal)

Gail Ward
(Typed or Printed Name)

Title: Controller

CITY OF RANCHO CORDOVA

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars ($10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	SUBCONTRACTOR LOCATION (City & State)
	N/A	

Robert Simas Floor Company
Contractor's Name (Printed)

August 30, 2006
Date

Bidder's Signature
(same signature as on Bid Proposal)

Gail Ward
Bidder's Name (Printed)

Controller
Bidder's Title

(COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY)

CITY OF RANCHO CORDOVA

BIDDER'S BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, SIMAS FLOOR CO., INC. DBA ROBERT SIMAS FLOOR CO., as Principal, and

WESTERN SURETY COMPANY, as Surety,

are held and firmly bound unto the City of Rancho Cordova, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Rancho Cordova, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of $ TEN PERCENT OF BID AMOUNT----.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Rancho Cordova, for certain construction specifically described as follows, for which bids are to be opened at Rancho Cordova, California, on August 31, 2005, for the work described in Bid Package 17 - RANCHO CORDOVA CITY HALL.
(Bid Package Number and Title)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Rancho Cordova, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and in all other aspects perform the agreement and obligations created by the acceptance of the Bid, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30TH day of AUGUST, 2005.

Principal

SIMAS FLOOR CO., INC. DBA ROBERT SIMAS FLOOR CO.

By: Gail Ward
Signature

Gail Ward
Print or Type

Title: Controller

Surety

WESTERN SURETY COMPANY

By: Kathy Rangel
Signature

KATHY RANGEL
Print or Type

Title: ATTORNEY-IN-FACT

Address: P. O. BOX 5077

SIOUX FALLS, SD 57117-5077

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.

2. The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has accepted the successful bidder. All other bid bonds shall be returned to the bidder five (5) working days after bid opening.

ALL-PURPOSE CERTIFICATE

STATE OF CALIFORNIA}
ss
COUNTY OF SACRAMENTO}

On AUGUST 30, 2005, before me, Jana B. Pilgard, a notary public, personally appeared Kathy Rangel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy Rangel, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Executive Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2001.

WESTERN SURETY COMPANY

Stephen T. Pate

Stephen T. Pate, Executive Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of August, 2001, before me personally came Stephen T. Pate, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Executive Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

October 22, 2005

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires 10-22-2005

J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30TH day of AUGUST, 2005.

WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-04-01

NOTICE

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

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

DISCLOSURE OF PREMIUM

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

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

CITY OF RANCHO CORDOVA

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

Gail Ward, being first duly sworn, deposes and says that he or she is Controller of Robert Simas Floor Company the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

Robert Simas Floor Company
Contractor's Name (Printed)

Gail Ward
Bidder's Signature
(same signature as on Bid Proposal)

August 30, 2005
Date

Gail Ward
Bidder's Name (Printed)

Controller
Bidder's Title

Subscribed and sworn to before me

this 30TH day of AUGUST, ~~2004~~ 2005

Lance Hill
Signature of Notary Public

LANCE HILL
Comm. # 1512558
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires Sept. 11, 2008

CITY OF RANCHO CORDOVA

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for eleven (11) years. Experience in work of a nature similar to that covered in the proposal extends over a period of six (6) years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

N/A

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed	CONTRACTOR
2003	carpet and resilient flooring	$76,276.00	John E Moss Bldg	JMR Const.
2004	carpet and resilient flooring	$71,358.00	VallejoFirestation#1	SWALLEN
2005	carpet and resilient flooring	$53,524.00	Lathrop City Hall	Clark&Sullia

(COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY)

(more)

ROBERT SIMAS FLOOR COMPANY

CONTRACTOR LICENSE #'S CA-117116 NV-4047D

Bidder Qualification Form

Name of Project : LOB REPOGRAPHICS
Scope of Work : Resilient Flooring — Contract Amount : **$ 96,119.00**
Location : Legislative Office Building 1020 'N' Street; Sacramento, CA 95814
Contact Person : BPI - Tom Snellings or Keith Felte w/ State Senate Facility
Telephone : (916) 914-7000 (916) 324-9935

Name of Project : LOB 3RD FLOOR WEST
Scope of Work : Resilient Flooring & Carpet — Contract Amount : **$ 74,489.00**
Location : Legislative Office Building 1020 'N' Street; Sacramento, CA 95814
Contact Person : BPI - Tom Snellings or Keith Felte w/ State Senate Facility
Telephone : (916) 914-7000 (916) 324-9935

Name of Project : Pulte @ Brentwood (Summerset Job: #116)
Scope of Work : Ceramic Tile & Stone — Contract Amount : **$ 71,331.00**
Contractor : Sierra View Company, Inc.
Location : Quindell Way; Brentwood, CA 94513
Contact Person : Tom Morgan - Eric
Telephone : (916) 871-2038 Pager: (916) 275-2083

Name of Project : Oroysom Village Apartments
Scope of Work : Resilient Flooring, Carpet & Pad — Contract Amount : $ 71,440.00
Contractor : JR Roberts Corporation
Location : 159 Washington Blvd., Fremont, CA 94536
Contact Person : Rick Kendrick
Telephone : (916) 729-5600

Name of Project : Riverwood Place Apartments - SRO
Scope of Work : Carpet, Resilient Flooring & Base — Contract Amount : **$ 212,640.00**
Contractor : J. R. Roberts Corp.
Location : 5090 Lick Mill Road, Santa Clara, CA 95054
Contact Person : Robert Hall
Telephone : (916) 729-5600

ROBERT SIMAS FLOOR COMPANY

CONTRACTOR LICENSE #'S CA-117116 NV-4047D

Bidder Qualification Form

Name of Project : Norwood Jr. High School
Scope of Work : Ceramic & Quarry Tile — Contract Amount : **$ 126,400.00**
Contractor : Allen L. Bender, Inc.
Location : 4601 Norwood Ave., Sacramento, CA
Contact Person : Terrance Miller
Telephone : (916) 372-2190

Name of Project : Rose Hotel
Scope of Work : Carpet, Hardwood and Ceramic Tile — Contract Amount : **$ 179,680.00**
Contractor : J. R. Roberts Corp.
Location : 807 Main Street, Pleasanton, CA 94566
Contact Person : Jim Sly
Telephone : (916) 729-5600

Name of Project : Sherwood Apartments
Scope of Work : Resilient Flooring, Carpet & Pad — **$ 541,530.00**
Contractor : JR Roberts Corporation
Location : 2300 Iron Point Rd., Folsom, CA 95630
Contact Person : Brian Mahoney
Telephone : (916) 729-5600

DRUG-FREE WORKPLACE CERTIFICATION

I, Gail Ward (Print Name), am the Controller (Title) of Robert Simas Floor Company (Contractor Name), I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;

      ii. Contractor's policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should `Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Rancho Cordova, CA (City and State) this 30th day of August, 2005.

Gail Ward
(Signature)

Gail Ward
(Handwritten or Typed Name)

Exhibit "C"

DPR Construction Inc.

DPR CONSTRUCTION, INC.
SUBCONTRACTOR BILLING PACKAGE

DPR Construction, Inc. is committed to insuring timely payment of all amounts due our subcontractors. It is our intent to pay our subcontractors in a timely fashion to satify our obligation to the Owner in providing them with a "lien-free" project. The following procedures must be followed to facilitate processing and payment of the monthly progress and final billings.

Subcontractor Progress Billing:

1. **Billing packages must be delivered to DPR Construction, Inc. no later than the 25th day of each month** in order for the amount to be included in our billing to the Owner by the 1st day of each month. Billing packages must be mailed to:

   DPR Construction, Inc.
   2480 Natomas Park Drive, Suite 100
   Sacramento, CA 95833
   Attn.: Accounting

2. A complete "Billing Package" consists of the following items:

   a. A completed DPR Construction, Inc. "Subcontractor Payment Application - Progress Billing" (form attached) which includes a "Conditional Waiver and Release Upon Progress Payment" lien release form.

   b. An executed DPR Construction, Inc. "Affidavit of Subcontractors" (form attached).

   c. Executed DPR Construction, Inc. "Unconditional Waiver and Release Upon Progress Payment" lien release forms, as needed (second - tier suppliers and subcontractors) (form attached).

NOTE: ALL FORMS ARE AVAILABLE ON DISK AND ARE IN MICROSOFT EXCEL FORMAT

Subcontractor Final Billing:

1.The final billing package must be mailed or delivered to the aforementioned address.

2. A complete "Final/Retention Billing Package" consists of the following items:

   a. A completed DPR Construction, Inc. "Subcontractor Payment Application - Retention Billing" (form attached) which includes a "Conditional Waiver and Release Upon Final Payment" lien release form.

   b. An executed DPR Construction, Inc. "Affidavit of Subcontractors" (form attached).

   c. Executed DPR Construction, Inc. "Unconditional Waiver and Release Upon Final Payment" (second-tier suppliers) (form attached).

Subcontractor Final Payment:

Upon reciept of your final payment, execute and return by mail a completed DPR Construction, Inc. "Unconditional Waiver and Release Upon Final Payment" form to the above referenced address.

DPR Construction Inc.

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: _____

_____

_____

PHONE: _____

TO: DPR Construction, Inc.
2480 Natomas Park Drive, Suite 100
Sacramento, CA 95833
Ph 916-568-3434 Fx 916-568-3442

Date: _____
Application Number: _____
Invoice Number: _____
Project Name: _____
Dpr Job Number: _____
Sub Job Number: _____

Vendor Number:
(DPR Use Only)

Type of Work: _____

This payment request covers the time period from _____ to _____

Contract Summary:

1. Original Subcontract Amount $ _____
2. Approved Subcontract Changes (Attach DPR Change Order) $ _____
3. Total Revised Subcontract Amount (Line 1 + Line 2) $ _____

Payment Application Summary:

4. Value of Work Completed To Date: _____ % $ _____
5. Value of Stored Materials: $ _____ -
6. Total Completed and Stored to Date (Line 4 + Line 5): $ _____
7. Less Prior Completed and Stored to Date (Line 6 from previous application): <$ _____ >
8. Total Gross Earned This Month (Line 6 - Line 7): $ _____
9. Less Retention Of _____ % <$ _____ >
10. **Amount of This Payment Application (Line 8 - Line 9):** $ _____

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail): $ _____

Comments:

_____

_____

_____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from DPR Construction, Inc., in the sum of $_____ payable to_____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____, to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to DPR Construction, Inc. through _____ only and does not cover any retentions retained before or after the release date; extras furnished after the release date. Right based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

_____
SIGNATURE **DATE**

_____
NAME & TITLE

DPR Accounting Use Only	
PM's APPROVAL	
PWOK	
INS	
CK RLS DTE	

Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

DPR Construction Inc.

DPR CONSTRUCTION, INC.
CONTRACTOR'S LICENSE NO. 103296-B1
AFFIDAVIT OF SUBCONTRACTOR

State of _____
County of _____
I am _____ (NAME) in the position of _____ (TITLE)
for _____ (COMPANY NAME) a _____ (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR CONSTRUCTION, INC. hereinafter referred to as "Contractor", the general contractor on _____ (DPR PROJECT NUMBER)
_____ (NAME AND ADDRESS OF PROJECT)

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties FROM WHOM SUB-CONTRACTOR HAS PURCHASED MATERIALS, RENTED EQUIPMENT, OR SUBCONTRACTED PORTIONS OF SUBCONTRACTOR'S WORK ON SAID PROJECT (OR HAS COMMITMENTS OR INTENDS TO PURCHASE, RENT, OR SUBCONTRACT) IN AN AMOUNT OF $5,000.00 OR MORE from the commencement of said project to the date of project completion:

NAME OF SUPPLIER / SUB-SUBCONTRACTOR ADDRESS WORK / MATERIAL CONTRACTED FOR	ADJUSTED TOTAL AMOUNT INCLUDING CHANGE ORDERS	LAST MONTHS LIEN WAIVERS		SUPPLIER / SUB-SUB NOT USED LAST MO.	FINAL WAIVERS ALREADY SENT
		ATTACHED	FORTH-COMING		
SUBCONTRACTOR'S PORTION OF DIRECT LABOR, MATERIAL, EQUIPMENT					
TOTAL ADJUSTED SUBCONTRACT AMOUNT					

I certify (or declare) under penalty of perjury that the aforegoing is true and correct.

Executed on _____ (DATE) at _____ (CITY AND STATE)

_____
SIGNATURE

DPR Construction Inc.

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Job Number: _____

The undersigned has been paid and received a progress payment in the sum of $ _____ for labor, services, equipment or material furnished to _____ on the job _____ located at _____ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ through _____ only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

_____
Date

_____
(Company Name)

By: _____
(Signature)

_____
(Name and Title)

DPR Construction Inc.

SUBCONTRACTOR PAYMENT APPLICATION
RETENTION BILLING

FROM: _____

_____

_____

PHONE: _____

TO: DPR Construction, Inc.
2480 Natomas Park Drive Suite 100
Sacramento, CA 95833
Ph 916-568-3434 Fx 916-568-3442

Date: _____
Application Number: _____
Invoice Number: _____
Project Name: _____
DPR Job Number: _____
Sub Job Number: _____

Vendor Number: (DPR Use Only)

Type of Work: _____

This payment request covers the time period from _____ to _____

Contract Summary:

1. Original Subcontract Amount $ _____
2. Approved Subcontract Changes (Attach DPR Change Order) $ _____
3. Total Revised Subcontract Amount (Line 1 + Line 2) $ _____

Payment Application Summary:

4. Value of Work Completed To Date: _____ % $ _____
5. Value of Stored Materials: $ _____
6. Total Completed and Stored to Date (Line 4 + Line 5): $ _____
7. Less Prior Completed and Stored to Date (Line 6 from previous application): <$ _____ >
8. Total Gross Earned This Month (Line 6 - Line 7): $ _____
9. Retention held on this project now due _____ % $ _____

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail): $ _____

Comments:

_____

_____

_____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from DPR Construction, Inc., in the sum of $_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of $ 0.00. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

_____
SIGNATURE DATE

_____
NAME & TITLE

DPR Accounting Use Only	
PM's APPROVAL	
PWOK	
INS	
CK RLS DTE	

Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

DPR
Construction Inc.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Job Number: _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to _____ on the job of _____ located at _____ and does hereby waive and release any mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of $ 0.00 .

_____
Date

_____
(Company Name)

By: _____
(Signature)

_____
(Name and Title)

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2005

PRODUCER (775)827-1555 FAX (775)827-0936
Lucini/Parish Insurance
604 W. Moana Lane
Reno, NV 89509

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Robert Simas Floor Company
2925 Gold Pan Court
Rancho Cordova, CA 95670

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Specialty Ins Corp c/o Adler-Downey	
INSURER B: Fireman's Fund Insurance Co.	
INSURER C: Allstate Insurance	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	IRG57049	06/01/2005	06/01/2006	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
C		AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	048704489	12/01/2004	12/01/2005	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	XSM00076533462	12/01/2004	06/01/2006	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 0 $ 0 $ 0
		OTHER					

SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova,CA 94570
rtificate holder and DPR Construction, Inc. are named as additional insureds
th respect to general liability coverage per form CG 20 33 07 04 attached.

) days notice of cancellation for non payment of premium.

RTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Tracey Espinosa/TRACEY

©ACORD CORPORATION 1988

Policy Number: IRG57049
Named Insured: Simas Floor Co., Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

CNA SURETY

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE.

Performance Bond

BOND NO. 929377102
PREMIUM $2,704.00

KNOW ALL PERSONS BY THESE PRESENTS, That we SIMAS FLOOR CO., INC. DBA ROBERT SIMAS FLOOR CO.

of 2925 GOLD PAN COURT, RANCHO CORDOVA, CA 95670

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and as Surety, are held and firmly bound unto CITY OF RANCHO CORDOVA

of 3121 GOLD CANAL DRIVE, RANCHO CORDOVA, CA 95670

TWO HUNDRED NINE THOUSAND SEVEN HUNDRED SIXTY NINE AND NO/100---------- hereinafter referred to as the Obligee, in the sum of Dollars ($209,769.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 9TH day of SEPTEMBER, 2005 for RANCHO CORDOVA CITY HALL.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 7TH day of OCTOBER, 2005.

SIMAS FLOOR CO., INC. DBA ROBERT SIMAS FLOOR CO.
(Principal)

By: David Ward (Seal)
Controller

WESTERN SURETY COMPANY
(Surety)

By: Kathy Ranger (Seal)
KATHY RANGEL, Attorney-in-fact

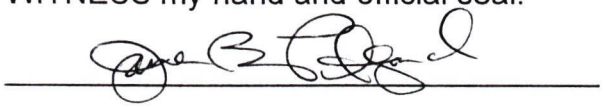
SUR-105578-C

ALL-PURPOSE CERTIFICATE

STATE OF CALIFORNIA}
ss
COUNTY OF SACRAMENTO}

On OCTOBER 7, 2005, before me, Jana B. Pilgard, a notary public, personally appeared Kathy Rangel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





CNA SURETY

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE.

Payment Bond

BOND NO. 929377102
PREMIUM INCLUDED

KNOW ALL PERSONS BY THESE PRESENTS, That we SIMAS FLOOR CO., INC. DBA ROBERT SIMAS FLOOR CO.

of 2925 GOLD PAN COURT, RANCHO CORDOVA, CA 95670, hereinafter referred to as the Principal, and

WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto CITY OF RANCHO CORDOVA

of 3121 GOLD CANAL DRIVE, RANCHO CORDOVA, CA 95670, hereinafter referred to as the Obligee, in the sum of

TWO HUNDRED NINE THOUSAND SEVEN HUNDRED SIXTY NINE AND NO/100----------

Dollars ($209,769.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 9TH day of SEPTEMBER, 2005,

for RANCHO CORDOVA CITY HALL

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

(a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 7TH day of OCTOBER, 2005.

SIMAS FLOOR CO., INC. DBA ROBERT SIMAS FLOOR CO.

(Principal)

By: Neil Ward (Seal)
Controller

WESTERN SURETY COMPANY

(Surety)

By: Kathy Rangel (Seal)
KATHY RANGEL, Attorney-in-fact

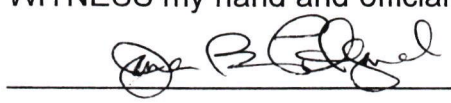
SUR-105579-B

ALL-PURPOSE CERTIFICATE

STATE OF CALIFORNIA}
ss
COUNTY OF SACRAMENTO}

On OCTOBER 7, 2005, before me, Jana B. Pilgard, a notary public, personally appeared Kathy Rangel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy Rangel, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Executive Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2001.

WESTERN SURETY COMPANY

Stephen T. Pate

Stephen T. Pate, Executive Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of August, 2001, before me personally came Stephen T. Pate, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Executive Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

October 22, 2005

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires 10-22-2005

J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7TH day of OCTOBER, 2005.

WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-04-01

NOTICE

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

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

DISCLOSURE OF PREMIUM

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

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Winfred DeLeon, Principal Engineer/Architect

SUBJECT: **AMENDMENT #2 TO THE AGREEMENT BETWEEN ACCO ENGINEERED SYSTEMS AND THE CITY OF RANCHO CORDOVA FOR THE NEW CITY HALL PROJECT, HEATING, VENTILATION & AIR CONDITIONING AND PLUMBING TRADE**

RECOMMENDATION

It is recommended that the subject contract amendment be awarded to **ACCO Engineered Systems** in the amount of $174,385. With this amendment, the current contract is in the amount of $713,255. Contract Amendment #2 Agreement between the City of Rancho Cordova and ACCO Engineered Systems is provided in **Attachment B**.

BACKGROUND

The work to be done on this contract amendment consists, in general, of furnishing all labor, materials, tools and equipment necessary to furnish and install complete the HVAC and Plumbing systems. A detailed breakdown of the work provided for this amendment is in **Attachment B**.

Enclosure:

Attachment A: Cover letter from ACCO Engineered Systems
Attachment B: Agreement between ACCO Engineered Systems and the City of Rancho Cordova

AGENDA ITEM # 12

ATTACHMENT A

acco engineered systems

818 / 244-6571 Voice
818 / 247-6533 Fax
6265 San Fernando Road
Glendale, California
91201-2214

October 10, 2005

Ms. Peggy Fischer
DPR Construction, Inc.
2480 Natomas Park Drive, Suite 100
Sacramento, CA 95833

Reference: ACCO Job No. 635045
Rancho Cordova City Hall

Subject: DPR Job No. 39-2005-2, Second Amendment – $174,385.00

Dear Ms. Fischer:

Enclosed is the above referenced document duly executed for written approval and return to ACCO.

Yours very truly,
ACCO Engineered Systems

Trudie Hentze
Contract Administrator

Contract No. 39-2005
Amendment No. 39-2005-2

SECOND AMENDMENT TO THE CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ACCO ENGINEERED SYSTEMS

This Second Amendment ("Amendment") to the Construction Services Agreement between the City of Rancho Cordova ("City") and ACCO Engineered Systems ("Contractor") is made by and between the City and Contractor as of September 13, 2005. City and Contractor are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Construction Services Agreement ("CSA") dated July 13, 2005, for the purpose of providing construction services for the City's Tenant Build Out of a new City Hall in Rancho Cordova, California (the "Project"); and

WHEREAS, the parties agree that changes to the Scope of Work and Payment provided for in the CSA (as those terms are defined in the CSA) are necessary in order to accommodate added scope and changed design.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Section 4 of the CSA, "Payment", is amended to read as "Seven Hundred Thirteen Thousand Two Hundred Fifty Five Dollars ($713,255)." All other terms and conditions in Section 4 shall remain in full force and effect.

2. The documents titled "Amended – Compensation Schedule", attached hereto as Exhibit B, shall be added to Exhibit B of the CSA.

3. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute this as one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

Ted Gaebler, City Manager

Attest:

Lillian Hare, City Clerk

Approved as to form:

Adam U. Lindgren
Assistant City Attorney

ACCO Engineered Systems

Signature

Robert A. Brown, Treasurer

Printed Name, Title

EXHIBIT B
AMENDED – COMPENSATION SCHEDULE

Description of Services	Total Cost
ADDED CONSTRUCTION SERVICES	
Add DDC controls for HVAC Equipment DDC to VAV Terminals 50,600 DDC to Core Equipment 41,300 DDC Front End software/PC 7,600	99,500
Deduct for using flex duct downstream of VAV	-11,100
Revised HVAC scope due to redesign Includes: added scope at south end of building, revised zoning due to wall layout, added fire smoke dampers, raise duct main for council chambers,	25,701
Revised Plumbing scope due to redesign and Includes: faucet sensors, dual flush toilets, floor sink at ice maker drinking fountains, revised pipe sizing requirements, roof top condensate lines	51,575
Add exhaust fan for Breakroom 236B	3,780
Performance and Payment Bonds	4,929
TOTAL ADDED COST FOR SERVICES PROVIDED	**$174, 385**

ACORD.

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
10/17/2005

PRODUCER
Aon Risk Services, Inc. of Southern California
707 Wilshire Boulevard, Suite 6000
Los Angeles, CA 90017
(213) 630-3200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ACCO Engineered Systems
6265 San Fernando Road
Glendale, CA 91201

INSURERS AFFORDING COVERAGE

INSURER A:	Travelers Property Cas Co of America
INSURER B:	RSUI Indemnity Company
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. THE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT ☑ CONTRACTUAL ☐	RTC2J-CO-9494A136	10/1/2005	10/1/2006	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS – COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any One Fire)	$ 100,000
					MED EXP (Any One Person)	$ 5,000
A	AUTOMOBILE LIABILITY ☑ ANY AUTO ☑ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS ☐ ☐	RTC2J-CAP-9494A148	10/1/2005	10/1/2006	COMBINED SINGLE LIMIT	$ 2,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGGREGATE	$
	EXCESS LIABILITY ☑ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	NHA214960	10/1/2005	10/1/2006	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
						$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	RTRJ-UB-9494A124	10/1/2005	10/1/2006	☑ WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
					E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

ACCO / ACCOJ / Jobs / 16440

Acco Job No.: 635045 & 635043, Job No. : 02-25021-01. Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. Where required, the policies evidenced herein are primary and non-contributory. Additional Insured Endorsement CG D2 47 10 02 and Waiver of Subrogation Endorsements, Limits of Insurance (Per Project) Subject to Policy Aggregate Limit Endorsements are attached. City of Rancho Cordova, its officers, officials, employees, agents, and volunteers are named as Additional Insureds. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

CERTIFICATE HOLDER

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

Attn: DEVONA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL [illegible] MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, [illegible] TIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc. of Southern California Insurance Services

ACORD 25-S (1/95)

©ACORD CORPORATION 1988

Company Travelers Property Casualty Company of America

Policy Period 10/1/2005 **To** 10/1/2006 **Endorsement No.** TBD

ACCO/ACCOJ/Jobs/16440

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED
				ACCO Engineered Systems
RTRJ-UB-9494A124	Month/Day/Year	12:01 A.M.	NOON	PRODUCER
	10/1/2005	(x)		Aon Risk Services, Inc

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:
City of Rancho Cordova, its officers, officials, employees, agents, and volunteers

DESIGNATED ORGANIZATION:

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Company Travelers Property Casualty Company of America

Policy Period 10/1/2005 **To** 10/1/2006 **Endorsement No.** TBD

ACCO/ACCOJ/Jobs/16440

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED
				ACCO Engineered Systems
RTRJ-UB-9494A124	Month/Day/Year 10/1/2005	12:01 A.M. (x)	NOON	PRODUCER Aon Risk Services, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
City of Rancho Cordova, its officers, officials, employees, agents, and volunteers	

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POLICY NUMBER: RTC2J-CAP-9494A148

AUTOMOBILE LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTOMOBILE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Rancho Cordova, its officers, officials, employees, agents, and volunteers

ACCO/ACCOJ/Jobs/16440

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is amended by the addition of the following:

POLICY NUMBER: RTC2J-CO-9494A136

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/1/2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

ACCO/ACCOJ/Jobs/16440

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON (S) OR ORGANIZATION (S):
City of Rancho Cordova, its officers, officials, employees, agents, and volunteers

PROJECT/LOCATION OF COVERED OPERATIONS:
Acco Job No.: 635045 & 635043, Job No. : 02-25021-01. Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

1) WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.

2) The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract of written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract of agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3) Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusion of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

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injury or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4) Any coverage provide by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed an executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance by method described in the policy.

5) As a condition of coverage, each additional insured must:

a) Give us prompt written notice of any "occurrence" or offense which may result in a claim an prompt written notice of "suit".

b) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

c) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

d) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

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POLICY NUMBER: RTC2J-CO-9494A136

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/1/2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

ACCO/ACCOJ/Jobs/16440

SCHEDULE

Designated Project(s):
City of Rancho Cordova, its officers, officials, employees, agents, and volunteers

Designated Project General Aggregate(s):
Acco Job No.: 635045 & 635043, Job No. : 02-25021-01. Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit is applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of the "bodily injury" or property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expense shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce

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the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2 The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under **Coverage B;** and

b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expensed caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising our of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or " property damage" Included in the "products-completed operations hazard" will reduce the Product-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connection lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS** not otherwise modified by this endorsement shall continue to apply as stipulated

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POLICY NUMBER: RTC2J-CO-9494A136

ISSUE DATE: 10/1/2004

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

ACCO/ACCOJ/Jobs/16440

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Designated Location(s)

SCHEDULE

City of Rancho Cordova, its officers, officials, employees, agents, and volunteers

Acco Job No.: 635045 & 635043, Job No. : 02-25021-01. Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (SECTION I), and for all medical expenses caused by accidents under **COVERAGE C** (SECTION 1), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under

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COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

D. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way or a railroad.

E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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ACCO Engineered Systems Attachment

GENERAL LIABILITY

BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work", or "your products". We waive this right where you have agreed to do so as part of written contact, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Winfred DeLeon, Principal Engineer/Architect WDL

SUBJECT: **AMENDMENT #1 TO THE AGREEMENT BETWEEN CH&D ARCHITECTS, INC. AND THE CITY OF RANCHO CORDOVA FOR THE NEW CITY HALL PROJECT, ARCHITECTURAL SERVICES AND LIMITED STRUCTURAL ENGINEERING**

RECOMMENDATION

It is recommended that the subject contract amendment be awarded to **CH&D Architects, Inc.** in the amount of $239,600. With this amendment, the current contract is in the amount of $260,000. Contract Amendment Agreement between the City of Rancho Cordova and CH&D Architects, Inc. is provided in **Attachment B**.

BACKGROUND

The work to be done on this contract amendment consists, in general, of furnishing all labor, materials, tools and equipment necessary to furnish and complete the Construction administration, co-coordination with clients 3rd party Construction Manager, Interior design revisions, space planning revisions and construction documents revisions. A detailed breakdown of the work provided for this amendment is in **Attachment B**.

Enclosure:

Attachment A: Cover letter from CH&D Architects, Inc.
Attachment B: Agreement between CH&D Architects, Inc. and the City of Rancho Cordova

AGENDA ITEM # 13

ATTACHMENT A

12 October 2005

Mr. Ted A. Gaebler
Email: tgaebler@cityofranchocordova.org
City Manager
c/o James M. Carney
Project Leader
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Fax: 916.853.1680

Re: Response to Request for Contract Amendment
The City of Rancho Cordova, City Hall / Civic Center
2729 Prospect Park Drive, Rancho Cordova, CA
Architectural Services and Limited Structural Engineering
Approximately 45,210 sf
CHD Job No.04288.00

Dear City Manager Gaebler and Project Leader Carney:

Thank you and City Project Manager Winfred DeLeon for requesting Calpo Hom & Dong Architects, Inc. ***(CH&D)*** submit this amendment to CH&D's agreement with City of Rancho Cordova for the above mentioned project and assignment.

Please find attached our amended agreement using the AIA Document B141 – 1997 form with attached Exhibit A outlining CH&D's services provided through 10-705 and services required to compete the assignment through City of Rancho Cordova occupancy.

Services currently in progress:

1) Construction administration and Co-ordination with Client's 3rd Party Construction Manager at Risk (DPR Construction): CH&D continues to provide construction administration services and coordination with the Client's 3rd party Construction Manager at Risk as requested by the Client. Services may include weekly project meetings, project status reports, updates, review of payment requests, project scheduling, client representation services, over all coordination, responses to 3rd party construction manager's RFI's, review and comment to: vendor costs / submittals / request for supplemental services.

2) Interior design revisions, space planning revisions and construction document revisions during the construction phase: CH&D continues to provide interior design revisions, space planning revisions and construction document revisions during the construction phase as requested by the City of Rancho Cordova resulting from the City of Rancho Cordova refining their evolving program needs and requirements.

CH&D has currently invoiced $131,853.93 of services and reimbursable expense through July 31, 2005 and has received $84,818.15 in payments to date.

City Manager Gaebler and Project Leader Carney, as always, should you have questions or comments, please do not hesitate to call.

Thank You!

Sincerely,
Calpo Hom & Dong Architects, Inc.

Alan C. Hom, AIA
President / C16979

c.c. Winfred DeLeon, PM City of Rancho Cordova
Jill Haw, CHD Associate Bus OPS/ Controller
Karl Chan, CHD Associate-In-Charge Interior Architecture

• 2120 20th Street, Suite One • Sacramento, California 95818 • Telephone: 916/446-7741 Facsimile: 916/446-0457 •

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect

with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the Twelve day of October in the year Two Thousand and Five
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA. 95670
Telephone Number: 916-942-0222
Fax Number: 916-853-1691

and the Architect:
(Name, address and other information)

Calpo Hom & Dong Architects, Inc.
2120 20th Street, Suite One
Sacramento, CA. 95818
Telephone Number: 916-446-7741
Fax Number: 916-446-0457

For the following Project:
(Include detailed description of Project)Updated / Amended Agreement
Remodel of An Existing Office Building to House The Office of The City of Rancho Cordova City Hall. Approximately 45,210 SF Inclusive of Tenant Improvement Usable Area Plus Building Common Lobby & Corridor Area. Scope Inclusive of Minor Existing Shell Modifications.

The Owner and Architect agree as follows:
See Attached Exhibit A
For Work Incurred Though October 7, 2005 & Scope of Services to be Completed with this Updated / Amended Agreement.

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ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

See Attached Exhibit A

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

See Attached Exhibit A

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

See Attached Exhibit A

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

See Attached Exhibit A

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
N/A

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
Currently Being Determined by the Owner. Ranging Between 5.2 to 6 Million Hard Cost Only.

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

N/A

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

See Attached Exhibit A

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

N/A

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)
James Carney, Project Leader
Winfred De Leon, Project Manger
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

N/A

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

DPR Construction, Inc. Project Management
2480 Natomas Park Drive, Suite 100
Sacramento, CA 95833

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Alan C. Hom, AIA C16979 Principal
2120 20th Street, Suite One
Sacramento, CA. 95818

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Buehler & Buehler Engineering @ Supplemental Services to the Prime Agreement
600 Q Street, Suite 200
Sacramento, California 95814

§ 1.1.4 Other important initial information is:

N/A

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

See Modified General Conditions in the Prime Agreement

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

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§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

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§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the

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Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

.1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
.2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
.3 decisions of the Owner not rendered in a timely manner;
.4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
.5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
.7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of

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any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an

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institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
.2 fees paid for securing approval of authorities having jurisdiction over the Project;
.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.5 renderings, models and mock-ups requested by the Owner;
.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

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.7 reimbursable expenses as designated in Section 1.5.5;
.8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

Scope of Services Completed to Date and Services to be completed.

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

N/A

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Two Hundred Sixty Thousand Dollars ($260,000.00).

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and one-tenth (1.10) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, and the Architect's employees and consultants. Incurred thru October 7, 2005 Seven Thousand Six Hundred Twenty One Dollars ($7,621.00) + Seven Thousand Dollar ($7,000.00) Allowance to Complete Services.

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§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

N/A

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

18.00% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within N/A months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
(Printed name and title)	Alan C. Hom, AIA C16979 Principal *(Printed name and title)*

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Exhibit A

Rancho Cordova City Hall / Civic Center
2729 Prospect Park Drive, Rancho Cordova, CA
Scope of Work

A) Basic Scope of Work:

The project is inclusive of an approximate 45,210 sf city hall and civic center in an existing two story approximate 80,000 sf office building. The City of Rancho Cordova's program is inclusive of approximately 45,210 sf of interior master planning, interior improvements, interior common area improvements, exterior entry plaza improvements, modified parking configuration and minor exterior shell skin improvements.

Projected move in period for the City of Rancho Cordova is within the first quarter of 2006.

Calpo Hom & Dong Architects, Inc. has completed and provided to the City of Rancho Cordova the following Scope of Services incurred through 10-7-05:

B) Services Incurred through 7 October 2005:

1) Space needs programming.
2) Site search assistance.
3) Site evaluations.
4) Site tours for short list project sites.
5) Sample 'test fit' space planning for two separate building sites.
6) Lease and sales presentation meetings with prospective building sellers / lessors.
7) Multiple project schedules.
8) Site tours of other jurisdictions civic centers and City halls.
9) Space planning.
10) Space planning revisions 1 thru 35.
11) Communications, electrical receptacle location and specialized electrical requirement programming and space planning meeting with the user groups.
12) Space planning user group meeting and presentations.
13) Evaluation assistance for lease and purchase options from building offers.
14) Assist the City of Rancho Cordova with options to project delivery methods.
15) Bid and interview process assistance to select CM at Risk.
16) Interior design material selections and patterns.
17) Interior design of the main building lobby and common areas.
18) Develop options for lease up of space and to AT&T as to how it affects the City of Rancho Cordova space.
19) MFS evaluations and coordination.
20) Project preliminary budget cost estimate assistance.
21) 3-D renderings and #-D walk thru cadd for presentation.
22) Interior material research of availabilities, options and preliminary selections for use in renderings and presentations with color boards.
23) Color coded square footage analysis by department and for available lease space.

Exhibit A

Rancho Cordova City Hall / Civic Center
2729 Prospect Park Drive, Rancho Cordova, CA
Scope of Work

24) Meetings with the City Council in support of the City Manager.
25) Basic construction documents- architectural and limited structural. Structural limited to design of supports for modular wall system, filing system on second floor file room and raised dais in Council Chamber room.
26) Site planning and development of the exterior spaces.
27) Due diligence coordination with DPR and the City for the purchase of the building.
28) Evaluating and application of LEED Silver guidelines for material research and specifications.
29) Interior finishes construction documents for specialized interior design enhancement detailing inclusive of material finishes locations, flooring patterns, ceiling patterns, interior elevations and millwork detailing.
30) Coordination and research design solutions for catering kitchen verse full services kitchen and it's adjacency to community rooms.
31) Coordination assistance for audio visual and communications requirements.
32) Coordination of security requirements.
33) Bid assistance to DPR for bidding to sub contractors.
34) Develop book specifications for sub contractor bidding.
35) Coordination with City building Inspections department for plan checking and building permit issuance.
36) Revised space plan to relocate City Council chambers and surrounding areas.
37) Revised completed construction documents to relocate City Council chambers and surrounding areas.
38) Weekly project construction meetings (construction administration).
39) Construction administration services inclusive of (but limited to):
    a) Responses to RFI's (currently at RFI No. 84).
    b) Review of payment requests.
    c) Site visits requested by the City of Rancho Cordova and/or DPR.
    d) Review of shop drawings and submittals.

C) Detailed Description of Items 36 and 37 above:

First Floor

The council chambers have been relocated from the NW side of the bldg to the SE side currently. Along with this change is relocation of the catering kitchen and redesign of the following:

1) One stop shop counter (enlarged to accommodate for additional public meeting room in this area, relocate cashier space and made larger, self-help counter area was also enlarged.
2) Re-designed the interior spaces and place holders for workstations within the building department, planning and public works areas.

3) Provided for additional meeting rooms and quiet rooms at the NW side of the building.
4) Relocated Code enforcement's area down to the first floor. Also provided space for fire department plan checkers.
5) Relocated and reconfigured file and work rooms.
6) Relocated and reconfigured the Community Board Room (formerly known as the closed session room) to the SE side of the building.
7) Raised dais (18" AFF) within the council chamber is now present.
8) A separate secondary "escape" door and route out of the Dais area into the community board room is a new requirement.

All of the above also affected RCP and the need to provide for rated corridor on the South side of the bldg. (connecting to lobby to south exit). Additional interior design was required due to the lobby configuration that connected to the new corridor.

Second Floor

Re-planned about 50% of the space to accommodate for possible Cingular expansion. This affected relocation and/or reconfiguration of various offices (City Attorney and staff, HR director, Econ Development Director, Assistant City Clerk, Server room and corresponding IT staff, File room, Mail/copy room, City Manager's staff space, Break/lib room, Second Floor Reception area, Meeting room, Mayor's office, Finance Area).

1) Showers were eliminated from the second floor restrooms.
2) This all affects RCP and interior design for finish plan, lighting etc.

D) Services to be provided through December 2005:

1) Weekly project construction meetings (construction administration)
2) Construction administration services inclusive of (but limited to):
    a) Responses to RFI's (currently at RFI No. 84)
    b) Review of payment requests
    c) Site visits requested by the City of rancho Cordova and/or DPR
    d) Review of shop drawings and submittals
    e) Minor plan revision(s) as directed by the City of Rancho Cordova

E) Services Not Included: *(But not limited to)*

1) Mechanical, plumbing, electrical, T-24 energy, acoustical, audio visual, communications cabling, fire protection systems, security systems engineering and design.
2) Fixtures, furnishings and equipment design, specifications and layout inclusive of modular furniture systems.

3) Move coordination.
4) Signage design.
5) Design and construction document services for other lease spaces within the building.
6) Testing and detailed investigations and detailed field measurements of existing conditions.
7) Surveying and civil engineering.

F) Architectural Services and Limited Structural Engineering Fee:

Two Hundred and Sixty Thousand Dollars ($260,000.00) + reimbursable expenses.
Approximately 5% of the project cost of 5,200,000.00.

End

MEMORANDUM

DATE: **November 7, 2005**

TO: **City Council**

FROM: **William Campbell, Principal Planner**

SUBJECT: **Target Store Design Review Amendment**

OWNER / APPLICANT:	**REPRESENTATIVE:**
Target Corporation 1000 Nicollet Mall Minneapolis, MN 55403 Nick Pearce	Pacific Land Services 2151 Salvio St. #250 Concord, CA 94520 George Smith

PROJECT:	Design Review for an addition to previously approved modifications to the existing store.
FILE:	RC-05-150
LOCATION:	10881 Olson Drive, east of Zinfandel Drive, north of Highway 50.
APN:	072-0280-079
PLANNER:	William Campbell, Principal Planner

REQUEST

A 5,567 SF addition to a previously approved design review that removed the garden center and added 14,050 square feet of retail and stock space, along with the addition of 2,668 square feet to the front of the store for a new pharmacy area. The new addition to the garden center area totals 19,617 SF. The applicant is requesting a Special Review of Parking to allow the additional building area and provide 52 less parking spaces than required by the Code. The additional floor area is consistent with the exterior upgrades previously approved, which includes building façade improvements, new color scheme for the building and parking lot landscape and lighting improvements to meet current code requirements.

STAFF RECOMMENDATION

The Planning Commission recommends to the City Council it find the project Categorically Exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act Guidelines and adopt a Resolution 136-2005 approving the modification to the Target Remodel Project and the reduction of 52 parking spaces for Project No. RC-05-150, subject to the findings in the resolution, in accordance with the attached Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B).

AGENDA ITEM # 14

ANALYSIS

This application is for a modification to the previously approved Design Review for additions to the existing Target Store on Olson Drive. The applicant is also requesting a reduction to the required parking provisions of the Zoning Code, to provide 52 less parking spaces for the total building area. A parking utilization study has been provided to support their request.



FIGURE 1 – SITE LOCATION

The City Council approved the project on August 1, 2005 after making certain improvements to the design of the structure. During the Council discussion, the Council would like to see the store expand in area, due to the vast amount of under utilized parking in the center. The first project had expanded to the limits of their parking supply and any additional expansion would require an exception to the Code. Section 330-07 (d) of the Zoning Code allows the appropriate authority to grant exceptions to the parking standards, in conjunction with design review. The City can impose conditions on the project to assure that appropriate programs are implemented for the duration of parking reduction.

Target has submitted a study that supports the reduction of the Code required 557 parking spaces to 505 parking spaces, less than a 10% reduction. According to the parking study, the seasonal peck demand for the store is approximately 171 parking spaces for a typical weekday and 168 parking spaces for a typical weekend. The proposed Target expansion will add approximately 22,285 SF of retail space and will remove the existing 10,366 SF garden center. According to the Zoning Code, the building addition will require 101 parking spaces to support the demand. This will bring the peak demand to 272 parking spaces for a typical weekday and

269 parking spaces for a typical weekend. Additionally, based on the study it is anticipated that even under peak monthly demand conditions that occur in December, there will be sufficient parking available within the site to accommodate the parking demand of the expanded building (see attached study extract).

Staff supports the findings of the parking study and would recommend the reduction of the 52 parking spaces. The shopping center has a reciprocal parking and access agreement for the benefit all properties and the reduction will not have a significant impact on the over all parking supply. Additionally, with the advent of the light rail and the close proximity of two stations, within walking distance of the Center at Zinfandel and Olson, these stations would provide a beneficial effect by reducing employee parking demand. Target should provide an incentive program for its employees that use the light rail.

Planning Commission Review

On October 13, 2005, the Planning Commission reviewed the request to amend the previous approved project and the traffic utilization study to reduce the required parking. No new issues were discussed and the Commission supported the reduction of the required parking provisions. It was moved and seconded to forward a recommendation to the City Council to approve the project assubmitted.

CONCLUSION:

The proposed increase of building area remains substantially consistent with the previously approved project. The remodeled building and enhanced landscaping will improve the architectural interest of the center and may cause an improvement trend in the center by other landlords to improve the overall image of the center. The parking reduction will not have a significant impact on the supply of parking in the center, due to the reciprocal access and parking agreement for the total center.

ENVIRONMENTAL ANALYSIS:

The project is Categorically Exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

FINANCIAL IMPLICATIONS TO CITY:

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

RECOMMENDED MOTIONS:

Move the City Council find the project is Categorically Exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act Guidelines and forward a recommendation to the City Council to adopt a Resolution 136-2005 approving the Design Review amendment for the Target Store Remodel and a 52 space reduction to the required parking provisions for RC-05-150, subject to the findings in the resolution, and according to the Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B).

ATTACHMENTS:

1. Resolution 136-2005 including the Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B)
2. Parking Study Summary
3. Planning Commission Minutes of October 13, 2005

RESOLUTION No. 136-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR TARGET STORE REMODEL PROJECT # RC-05-150

WHEREAS, Pacific Land Services (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) to amend the previously approved Design Review for the remodel of the existing Target Store and has requested a Special Review of Parking according to Section 330-07 (d), Assessor's Parcel Number 072-0280-079; 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 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines; 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 RC-05-150, based on the following findings:

Findings

1. CEQA

Finding: The project is Categorically Exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines

Evidence:
The project meets the Class 1 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 Review Package (see Exhibit A) and the Conditions of Approval (see Exhibit B), based on the following:

Findings

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 will be constructed of durable/maintainable materials. The main new addition will be constructed with a combination of concrete panels and wood frame/stucco. The openings will have metal storefronts and canopies, large entry glazing, well articulated wall design and off sets to the parapet walls. Metal channels will be installed at corner returns that will provide a horizontal design feature to complement the framed out wall panels (see right elevation).
b) The north elevations faces the light rail corridor, the east elevation faces the back of the buildings in the Zinfandel Square shopping center. The western elevation is partially exposed to Folsom Blvd, but the majority is blocked by buildings to the immediate west. The southern elevation and the store's front is the most prominent feature of the building. The parking field is directly in front of the building, however the parking field is surrounded by other buildings in the immediate area (see Figure 1) and the store front has limited visibility from Olson Drive.
c) The zoning for the site of the Target Store is GC - General Commercial. The majority of the buildings in the area are used for retail businesses. The architectural style is typical for large square footage buildings, however, the use of colors and other architectural features create a building that is architecturally pleasing and enhances the area.
d) (See "c" above).
e) The design includes extensive horizontal and vertical score lines that are used to break the large expanse of the wall planes. The varying height parapets of the building add to the building articulation, thereby breaking up the "basic box" appearance and adding architectural interest. Color has been used to break up the mass of the building also. The entry feature has been capitalized with architectural metal channels and other architectural projections to accentuate the entry feature.
f) Improved landscaping and well placed pedestrian walks are proposed to connect the building to the parking field. Decorative concrete will delineate this area and pedestrian pathways are provided to the entry door.

3. Special Review of Parking

Target has submitted a study that supports the reduction of the Code required 557 parking spaces to 505 parking spaces, less than a 10% reduction. According to the parking study, the seasonal peck demand for the store is approximately 171 parking spaces for a typical weekday and 168 parking spaces for a typical weekend. The proposed Target expansion will add approximately 22,285 SF of retail space and will remove the existing 10,366 SF garden center. According to the Zoning Code, the building addition will require 101 parking spaces to support the demand. This will bring the peak demand to 272 parking spaces for a typical weekday and 269 parking spaces for a typical weekend. Additionally, based on the study it is anticipated that even under peak monthly demand conditions that occur in December, there will be sufficient parking available within the site to accommodate the parking demand of the expanded building.

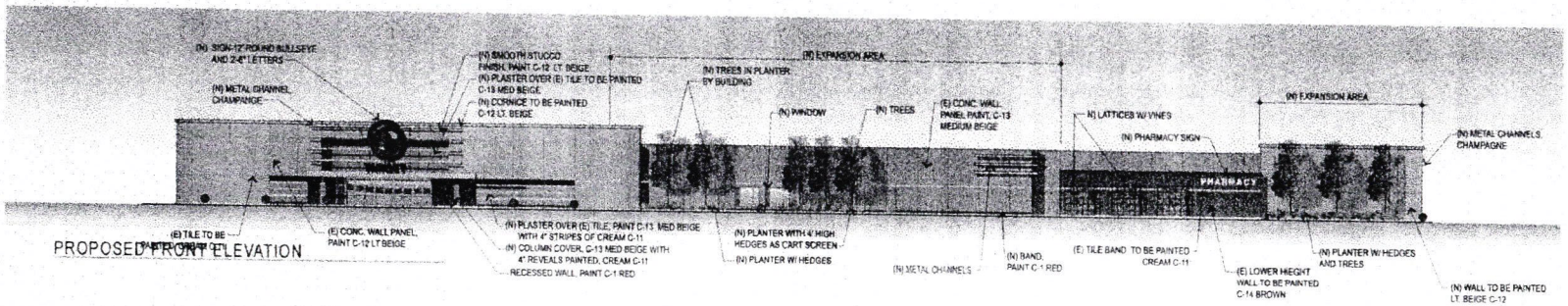
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005.

AYES:
NOES:
ABSENT:
ABSTAIN:

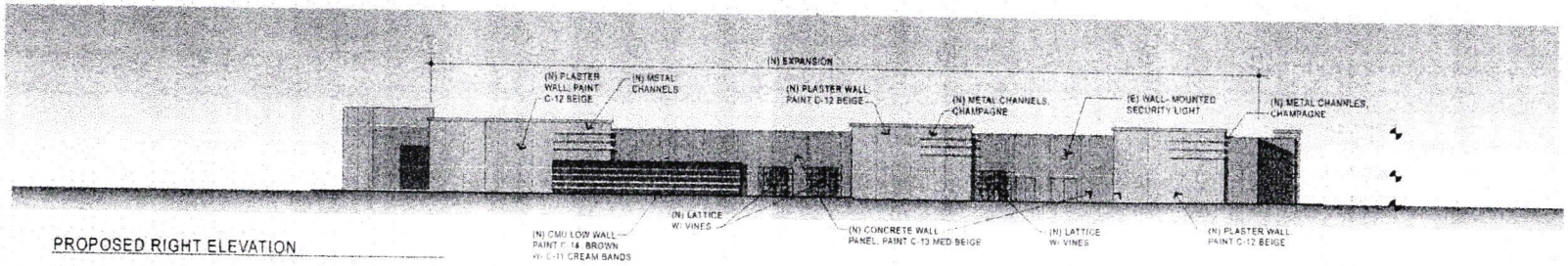
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KEN COOLEY, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

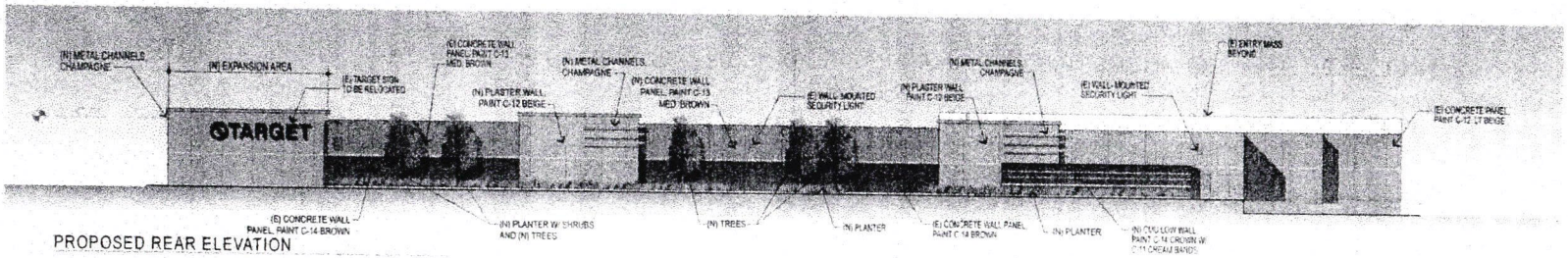
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LILLIAN HARE
CITY CLERK



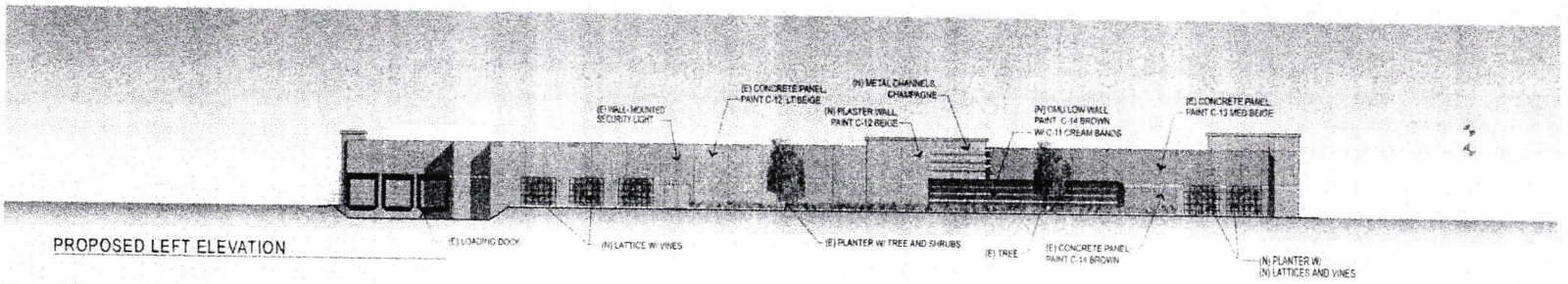
PROPOSED FRONT ELEVATION



PROPOSED RIGHT ELEVATION



PROPOSED REAR ELEVATION



PROPOSED LEFT ELEVATION

T-0268 RANCHO CORDOVA, CALIFORNIA

10881 OLSON DRIVE RANCHO CORDOVA, CALIFORNIA 95670

ELEVATIONS

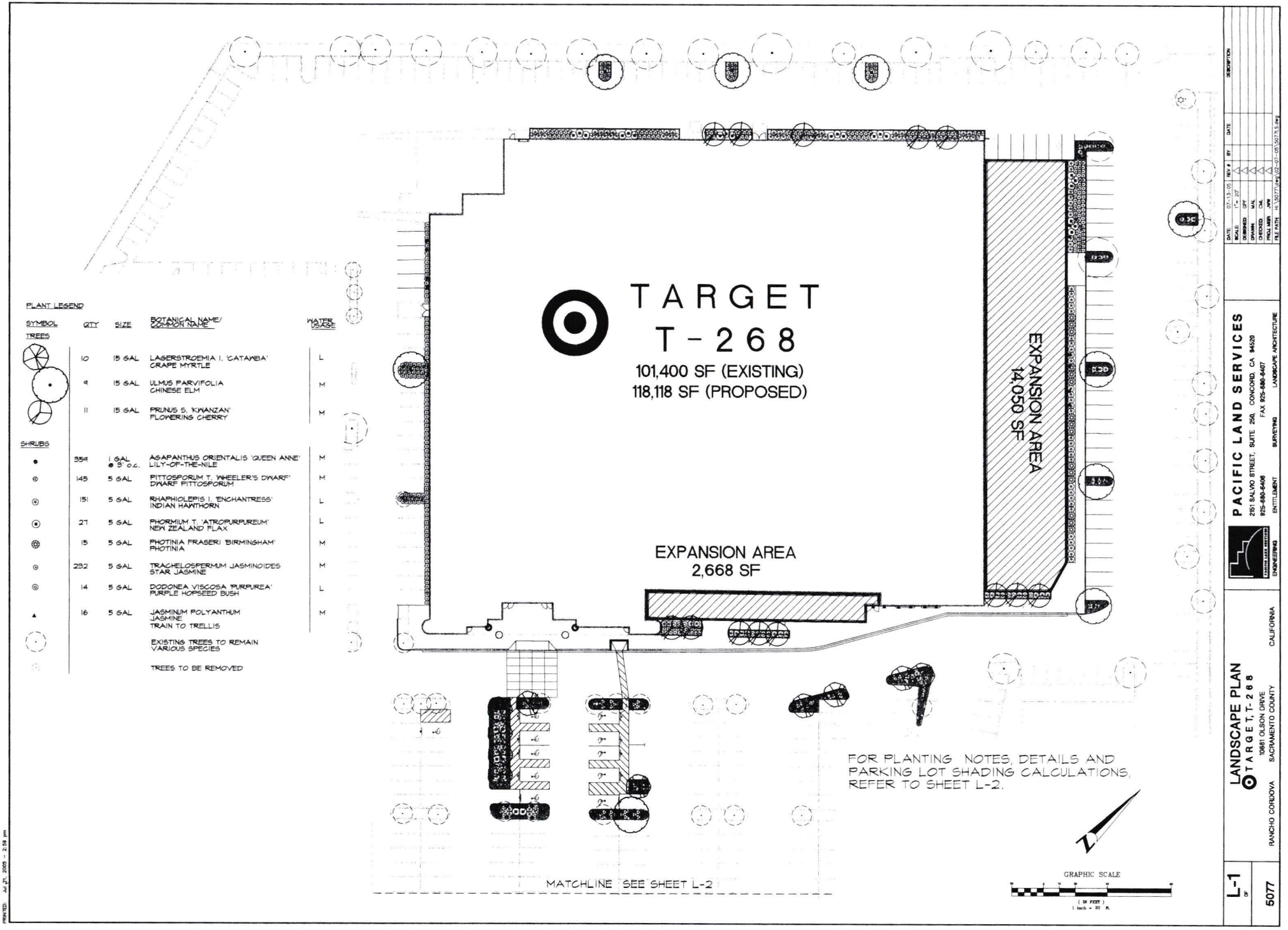
21 JULY 2005
PROJECT NO. 40658

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ALAMEDA, CA 94501
TEL 510 865 0616

MRH

Exhibit A



PLANT LEGEND

SYMBOL	QTY	SIZE	BOTANICAL NAME/ COMMON NAME	WATER USAGE
TREES				
	10	15 GAL	LAGERSTROEMIA I. 'CATAWBA' CRAPE MYRTLE	L
	9	15 GAL	ULMUS PARVIFOLIA CHINESE ELM	M
	11	15 GAL	PRUNUS S. 'KWANZAN' FLOWERING CHERRY	M
SHRUBS				
•	354	1 GAL @ 3' O.C.	AGAPANTHUS ORIENTALIS 'QUEEN ANNE' LILY-OF-THE-NILE	M
⊕	145	5 GAL	PITTOSPORUM T. 'WHEELER'S DWARF' DWARF PITTOSPORUM	M
⊛	151	5 GAL	RHAPHIOLEPIS I. 'ENCHANTRESS' INDIAN HAWTHORN	L
⊙	27	5 GAL	PHORMIUM T. 'ATROPURPUREUM' NEW ZEALAND FLAX	L
❁	15	5 GAL	PHOTINIA FRASERI 'BIRMINGHAM' PHOTINIA	M
⊙	232	5 GAL	TRACHELOSPERMUM JASMINOIDES STAR JASMINE	M
◎	14	5 GAL	DODONEA VISCOSA 'PURPUREA' PURPLE HOPSEED BUSH	L
▲	16	5 GAL	JASMINUM POLYANTHUM JASMINE TRAIN TO TRELLIS	M
			EXISTING TREES TO REMAIN VARIOUS SPECIES	
			TREES TO BE REMOVED	

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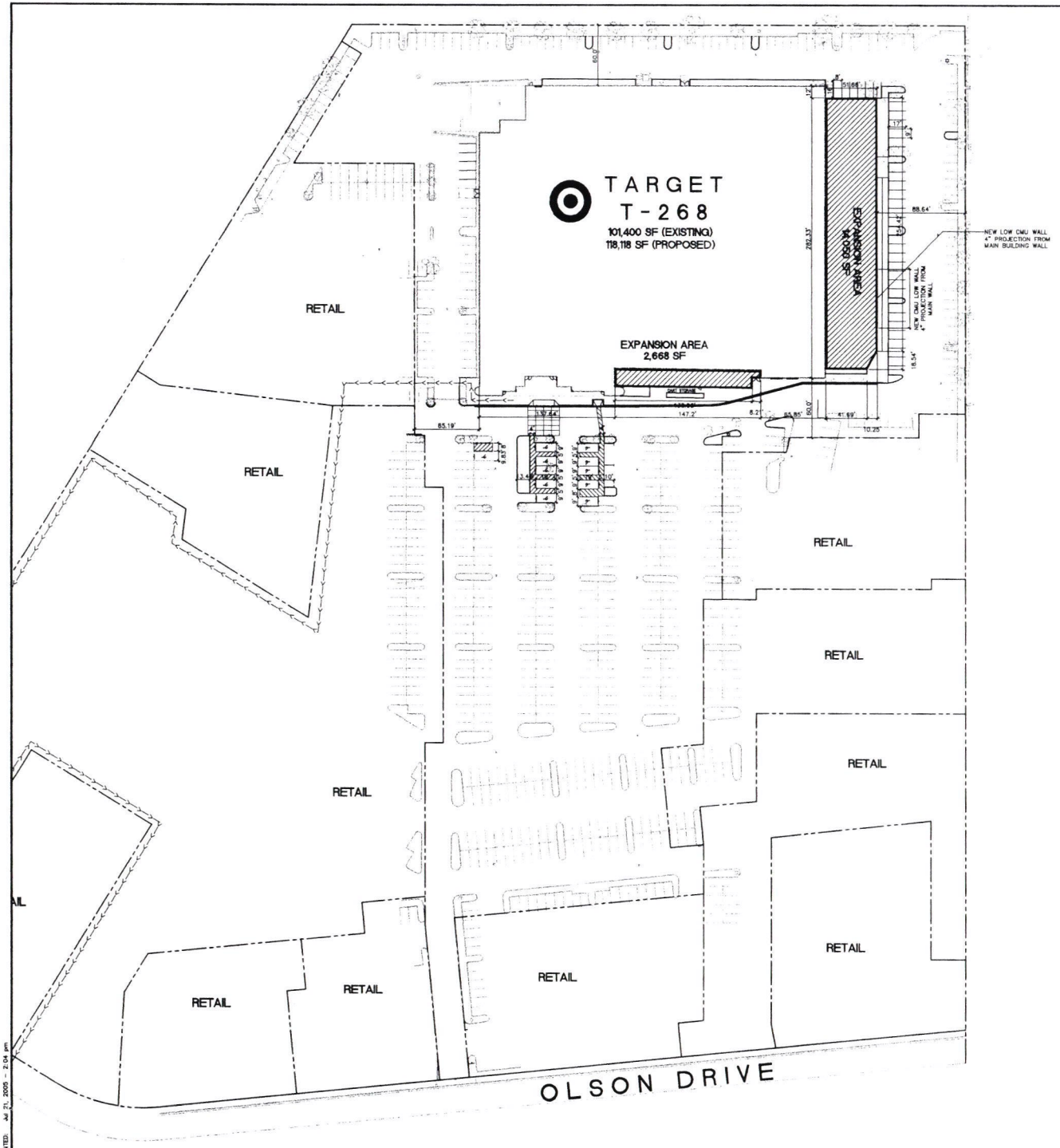
LANDSCAPE PLAN
TARGET T-268
10881 OLSON DRIVE
RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA

L-1
5077

DATE: 07-13-05
SCALE: 1" = 20'
DESIGNED: GPF
DRAWN: MAL
CHECKED: CML
PROJ MGR: JWW
FILE PATH: K:\5077\dwg\02-07-05\5077LS.dwg

REV # | BY | DATE | DESCRIPTION

PRINTED: Jul 21, 2005 - 2:59 pm



SITE SUMMARY

TARGET PARCEL AREA: (374,620 SF), 8.60 AC

ZONING:
CR (COMMERCIAL)

EXISTING TARGET BUILDING AREA:	
TARGET:	101,400 SF
GARDEN CENTER:	10,366 SF
TOTAL:	123,879 SF

PROPOSED TARGET BUILDING AREA:	
EXISTING TARGET:	101,400 SF
EXPANSION AREA:	16,718 SF
TOTAL:	118,118 SF

SITE COVERAGE:	
EXISTING	33%
PROPOSED	31.1%

PARKING SUMMARY

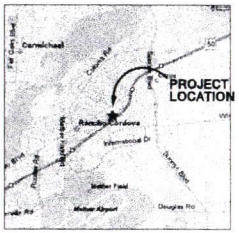
CITY OF RANCHO CORDOVA PARKING REQUIREMENTS:
RETAIL: 4.5/1,000 SF

PARKING REQUIRED 118,118/222.22 =	532 STALLS
EXISTING PARKING:	533 STALLS
PARKING PROVIDED:	524 STALLS

TYPICAL PARKING DIMENSIONS:

STANDARD	9' X 19'
COMPACT	8' X 16'
ACCESSIBLE	9' X 19'

NOTE:
INDICATES ACCESSIBLE PATH ->—>—>—>-



VICINITY MAP

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

PRINTED: JUL 21, 2005 - 2:04 pm

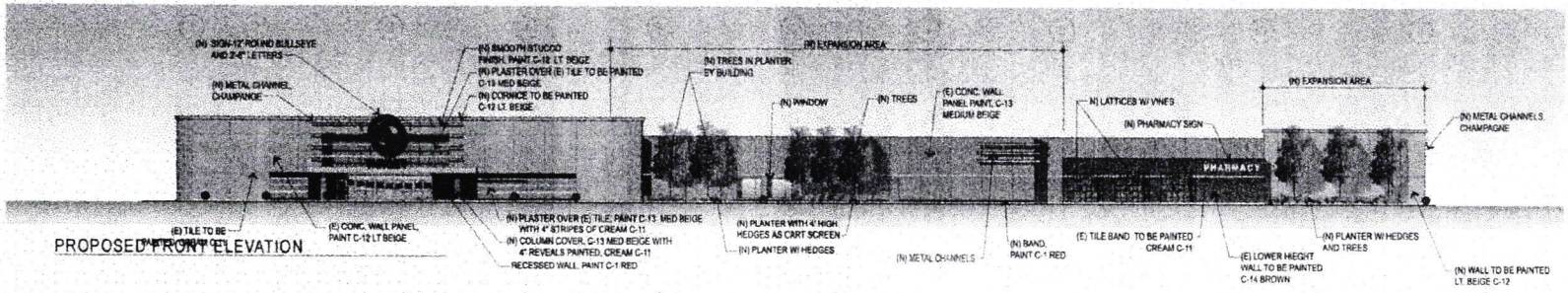
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PROJ MGR: JMW
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NO.	DESCRIPTION	BY	DATE
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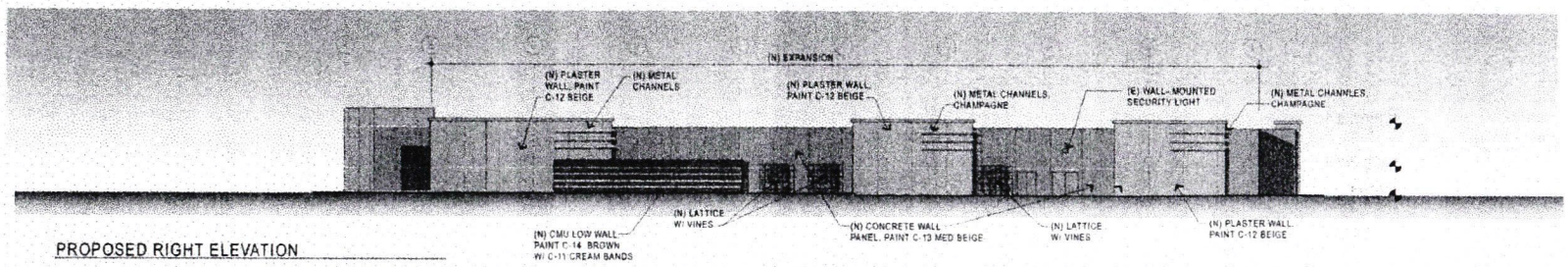
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SITE PLAN
TARGET, T-268
10881 OLSON DRIVE
RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA

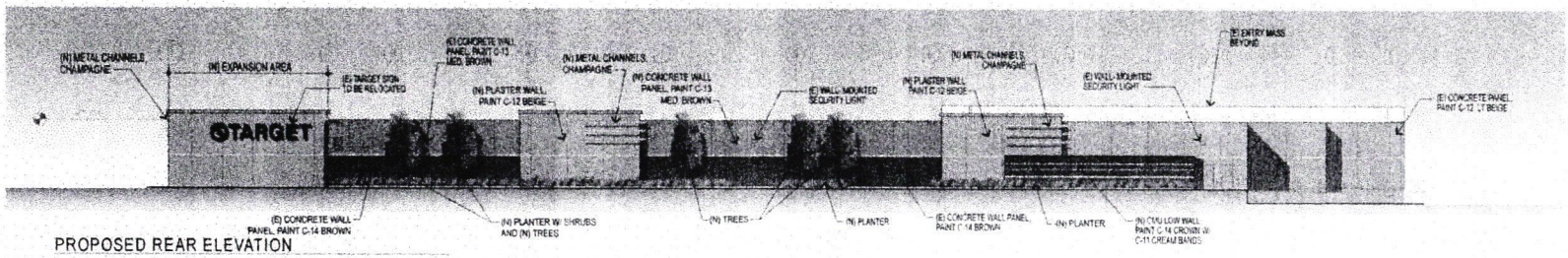
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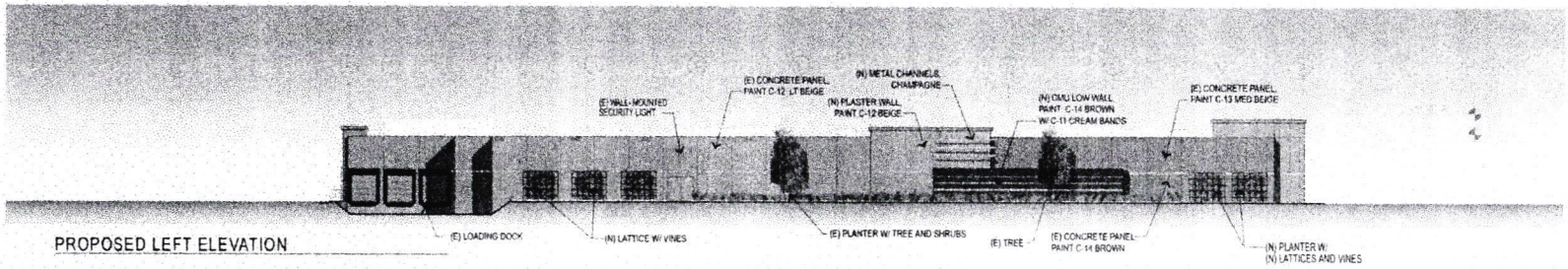
PROPOSED FRONT ELEVATION



PROPOSED RIGHT ELEVATION



PROPOSED REAR ELEVATION



PROPOSED LEFT ELEVATION

T-0268 RANCHO CORDOVA, CALIFORNIA

10881 OLSON DRIVE RANCHO CORDOVA, CALIFORNIA 95670

ELEVATIONS

21 JULY 2005
PROJECT NO. 40658

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FAX 510.865.1611
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MATCHLINE SEE SHEET L-1

RETAIL

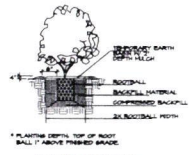
OLSON DRIVE

PARKING LOT SHADING CALCULATIONS:

Project Area		20,962 Sq. Ft.
50% Shade Area Required		10,481 Sq. Ft.
Shade Area Provided		21,164 Sq. Ft.
% of Shade Provided		100 %
Botanical Name/ Common Name	Quantity @ Full Shade 7 Sq. Ft.	Total (Sq. Ft.)
Lagerstroemia I. 'Catawba' Crape Myrtle	6 @ 962	5,772
Ulmus parvifolia Chinese Elm	16 @ 962	15,342
Total Shade Provided		21,164

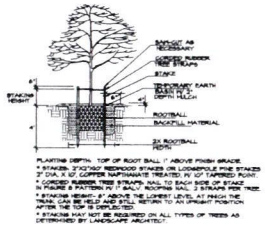
PLANTING NOTES

1. ALL WORK SHALL BE PERFORMED BY A LICENSED LANDSCAPE CONTRACTOR AND PROPERLY TRAINED, SUPERVISED FIELD PERSONNEL.
2. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD BY THE LANDSCAPE ARCHITECT.
3. ALL TREES TO BE STAKED OR GUYED AS SHOWN IN THE STAKING / GUYING DETAILS.
4. PLANT COUNT IS FOR THE CONVENIENCE OF THE CONTRACTOR. IN CASE OF DISCREPANCIES, THE PLAN SHALL GOVERN.
5. PLANT LOCATIONS ARE TO BE ADJUSTED IN THE FIELD AS NECESSARY TO SCREEN UTILITIES, BUT NOT TO BLOCK ACCESS.
6. THE OWNER RESERVES THE RIGHT TO MAKE ADJUSTMENTS IN THE PLANTING SCHEME AS NECESSARY WHILE WORK IS IN PROGRESS. SUCH CHANGES ARE TO BE ACCOMPLISHED BY EQUITABLE ADJUSTMENTS IN THE CONTRACT PRICE IF / WHEN NECESSARY.
7. CONTRACTOR SHALL PROVIDE AN AGRICULTURAL SUITABILITY TEST TO DETERMINE SOIL AMENDMENTS.
8. FOR BID PURPOSES, ALL ON GRADE PLANTING AREAS ARE TO RECEIVE SOIL AMENDMENT AT THE RATE OF 6 CUBIC YARDS / 1,000 SQUARE FEET, AND AMMONIUM PHOSPHATE FERTILIZER (16-20-0) AT A RATE OF 15 LBS. / 1,000 SQUARE FEET EVENLY TILL 6" DEEP INTO THE SOIL. POST PLANTING FERTILIZER SHALL BE (16-6-8) AT A RATE OF 7 LBS / 1,000 SQUARE FEET.
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINE GRADING AND POSITIVE DRAINAGE IN ALL LANDSCAPED AREAS TO PREVENT PONDING.
10. ALL PLANTING AREAS SHALL BE TOP-DRESSED WITH A 2" LAYER OF FIR BARK, HOOD CHIP SIZE TO BE 3/4" MINIMUM.



* PLANTING DEPTH: TOP OF ROOT BALL 1" ABOVE FINISHED GRADE.

SHRUB PLANTING



PLANTING DEPTH: TOP OF ROOT BALL 1" ABOVE FINISH GRADE.
* STAKES: 2"X2"X8' REDWOOD STAKES OR LODGEPOLE PINE STAKES 2" DIA. X 10', COPPER NAPTHANATE TREATED, W/ 10" TAPERED POINT.
* CORDED RUBBER TREE STRAPS: NAIL TO EACH SIDE OF STAKE IN FIGURE 8 PATTERN W/ 1" BALLY ROOFING NAIL. 2 STRAPS PER TREE.
* STAKING HEIGHT: 6" ABOVE THE LOWEST LEVEL AT WHICH THE TRUNK CAN BE HELD AND STILL RETURN TO AN UPRIGHT POSITION AFTER THE TOP IS DEFLECTED.
* STAKING MAY NOT BE REQUIRED ON ALL TYPES OF TREES AS DETERMINED BY LANDSCAPE ARCHITECT.

TREE PLANTING

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

PACIFIC LAND SERVICES
251 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6408 FAX 925-680-6407
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

LANDSCAPE PLAN
TARGET, T-2068
10881 OLSON DRIVE
RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA

L-2
5077

DATE:	06-30-05
SCALE:	1"= 20'
DESIGNED:	GPF
DRAWN:	MAL
CHECKED:	CML
PROJ. MGR.	JMW
FILE PATH:	H:\5077\dwg\02-07-05\5077L5.dwg

REV.#	BY	DATE	DESCRIPTION
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3			

PRINTED: Jul 21, 2005 - 2:58 pm

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 Design Review plans dated November 7, 2005 for the Target Store, located at 10881 Olson Drive, APN 072-0280-079.	On-Going	Planning	
2.	A parking reduction is approved for no more than 52 spaces.	On-Going	Planning	
3.	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			
4.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials stored on site.	Prior to Building Permits	Metro Fire District	
5.	The building shall be reviewed for architectural consistency with the approved plans by the Planning Director. The building colors shall be as depicted in the submitted building design plans.	Prior to Building Permits	Planning	
	Prior to Occupancy Permit			
6.	The building shall be reviewed for substantial compliance, according to the approved design plans and accepted by the Planning Director.	Prior to Occupancy	Planning	
7.	All landscaping shall be planted according to the approved landscape plans and accepted by the Planning Director.	Prior to Occupancy	Planning	

Exhibit B

September 2005

Target T-268

Parking Study

10881 Olson Drive
Rancho Cordova, California

Prepared for:
City of Rancho Cordova

Prepared by:
Pacific Land Services, LLC

PACIFIC LAND SERVICES

PACIFIC LAND SERVICES

Fred Sena, PE
Chris Long, RLA
John Warren, AICP

June 24, 2005

Mr. William Campbell
Principal Planner
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: Subject: Parking Demand Study
Project Name: Target, T-268
PLS No.: 5077

Dear Mr. Campbell:

Introduction:

Pacific Land Services is pleased to provide the City of Rancho Cordova with this parking study for the future expansion of the existing Target Store, T-268 located at 10881 Olson Drive, in Rancho Cordova, CA. The existing Target Store is located in a shopping center between Olson Drive and Folsom Boulevard as shown on Exhibit A. At the present time, the site includes:

Existing Target Store:	=	101,400 SF
Existing Garden Center:	=	10,366 SF
Total:	=	111,766 SF
Parking Provided:	=	533 Stalls
Parking Ratio:	=	4.76 per 1000 SF

The proposed site would be as follows:

Proposed Target Store:	=	123,685 SF
Proposed Garden Center:	=	N/A
Total:	=	123,685 SF
Parking Provided:	=	505 Stalls
Parking Ratio:	=	4.08 per 1000 SF

The existing Target Site has approximately 533 parking spaces. The proposed Target Site will have 505 parking spaces. The proposed ratio including the garden center will be approximately 4.08 per 1000 SF. The existing site plan is shown on Exhibit B. Pacific Land Services conducted a parking survey of the site on Friday August 26, 2005 and Saturday August 27, 2005. Parking within the site was surveyed from 8:00 AM to 9:00 PM to establish the peak parking demand throughout the day. Pacific Land Services has reviewed the potential parking demand in relation to the proposed building expansion. The site plan showing the proposed building expansion is shown on Exhibit C.

Findings:

The following findings were determined for the existing and future conditions.

1. Peak parking demand was measured at the site for a typical weekday (Friday, August 26, 2005) and a typical weekend (Saturday, August 27, 2005) from 8:00 AM to 9:00 PM at the site at one hour intervals. The parking surveys are shown in Table 1 and Table 2 of this report.

2. The peak parking demand for Friday, August 26, 2005 occurred at 1:00 PM when a total of 128 parking spaces were occupied. The peak parking demand on Saturday August 27, 2005 occurred at 4:00 PM when a total of 126 spaces were occupied. There are 533 spaces provided on the site.

3. Seasonal parking may increase existing peak parking demand by a factor of 1.33 according to the ULI (Urban Land Institute) Shared Parking Study Report. The monthly variations are shown in Table 3 of this report. This would increase existing peak demand from 128 parking spaces to 171 parking spaces demanded on weekdays and from to 126 parking spaces to 168 parking spaces demanded on weekends. The seasonal parking demand variation is shown in Table 4 of this report.

4. Pursuant to municipal code, the existing site requires 456 parking spaces. The existing garden center was approved by Sacramento County without parking spaces provided and thus is not counted toward the current parking demand. The proposed expansion is 22,285 SF. An additional 101 parking spaces are required to support the building expansion pursuant to the municipal code. The proposed project requires 557 parking spaces pursuant to the municipal code. The site plan proposes providing 505 parking spaces to support the building expansion.

5. The current peak demand as calculated by the parking study is 171 parking spaces. The proposed additional demand per municipal code is 101 parking spaces. The total new estimated peak demand is 272 parking spaces. The proposed 505 parking spaces provided for the site creates a 334 parking space surplus during periods of peak demand.

Parking Analysis:

Pacific Land Services conducted a parking study of the existing Target store located at 10881 Olson Drive in Rancho Cordova, CA. The existing Target store consists of 101,400 SF building and 10,366 SF garden center. The existing site provides 533 parking spaces. The proposed project will expand the Target store to 123,685 SF by adding 22,285 SF of new building. The existing garden center will be removed. The existing site plan is shown in Exhibit B of the report and the proposed site plan is shown in Exhibit C of the report.

In order to assess available parking at the site, Pacific Land Services conducted a parking survey for typical weekday and weekend conditions. The survey was conducted for the site on Friday, August

EXHIBITS

10881 Olson Drive
Rancho Cordova, California
Parking Study

EXHIBIT A

T-268 VICINITY MAP

10881 OLSON DRIVE
RANCHO CORDOVA, CA 95670

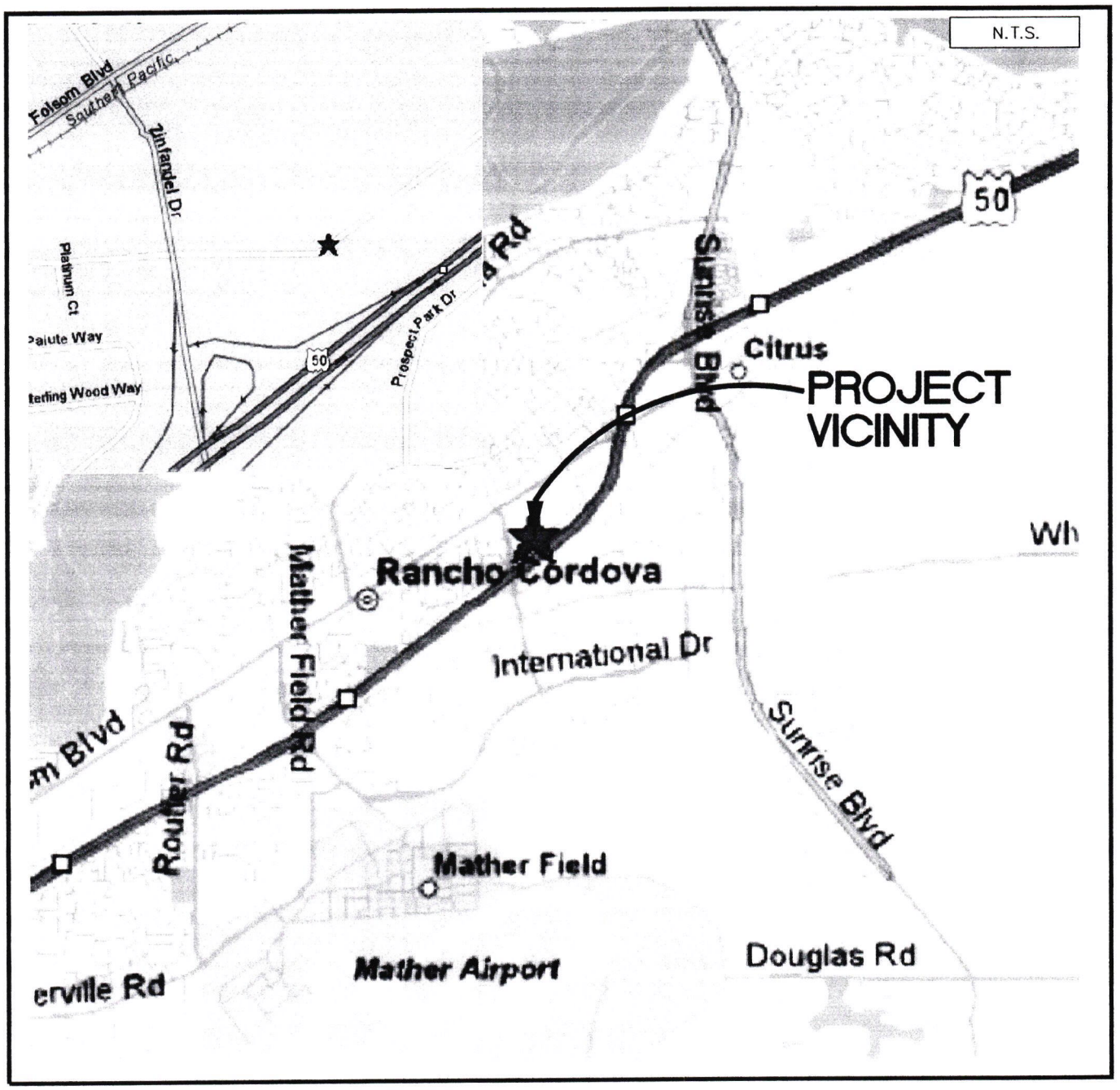
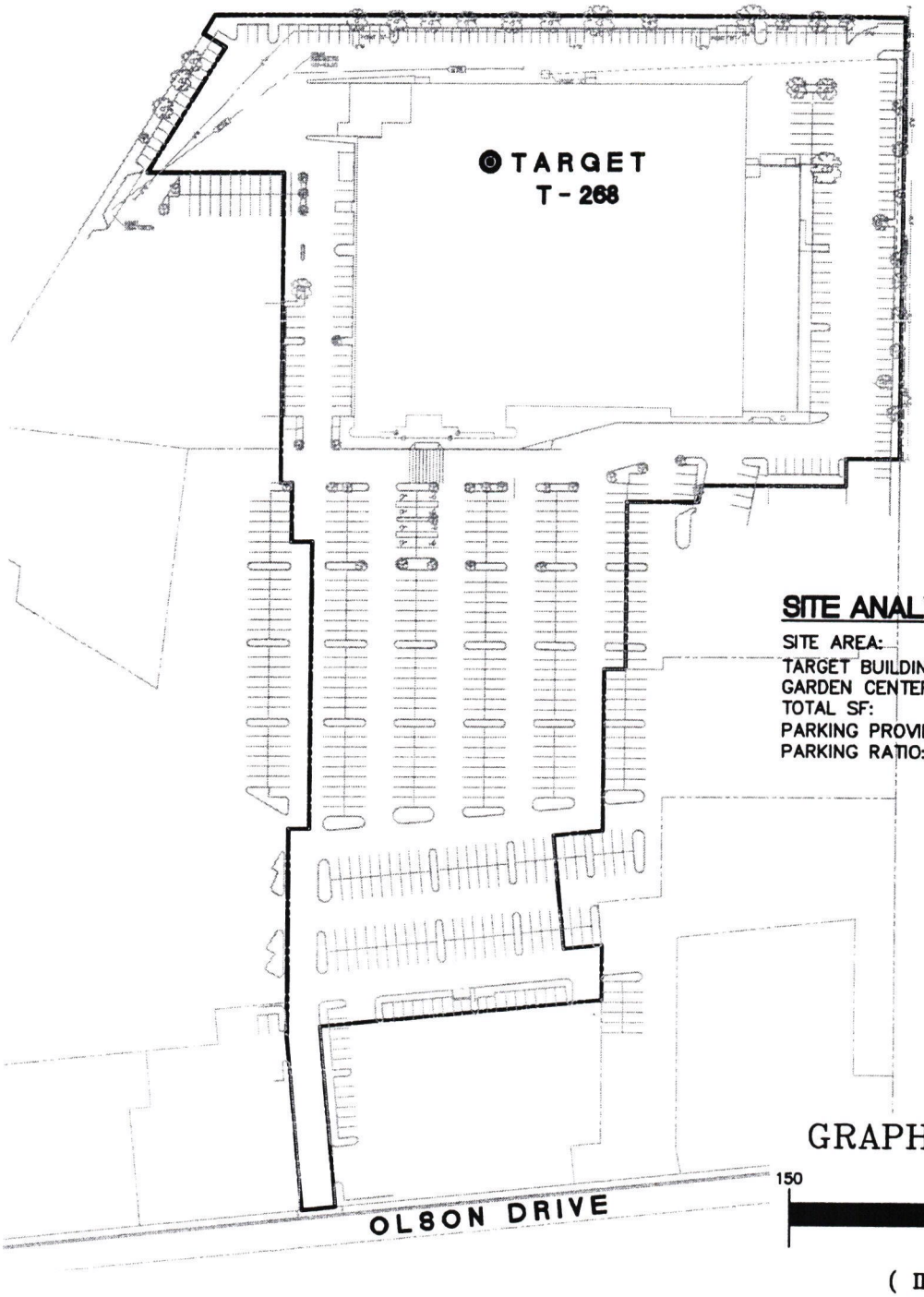


EXHIBIT B
EXISTING SITE PLAN
T-268, RANCHO CORDOVA, CA



SITE ANALYSIS

SITE AREA:	374,620 SF
TARGET BUILDING SF:	101,400 SF
GARDEN CENTER SF:	10,366 SF
TOTAL SF:	111,766 SF
PARKING PROVIDED:	533 STALLS
PARKING RATIO:	4.76 PER 1000 SF

GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

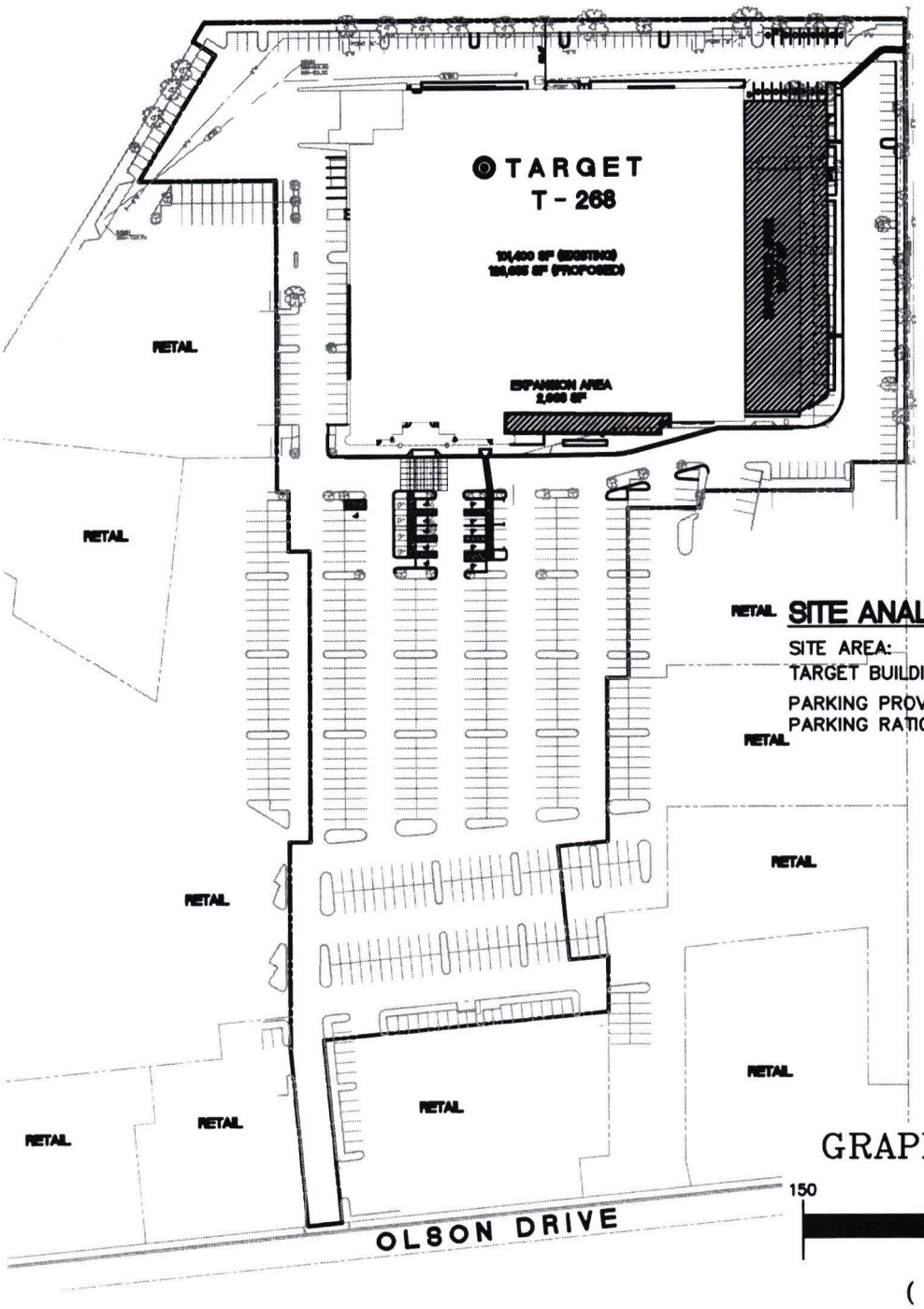
2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

EXHIBIT B	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 8/26/05
	SHEET:

EXHIBIT C
SITE PLAN
T-268, RANCHO CORDOVA, CA



SITE ANALYSIS

SITE AREA:	374,620 SF
TARGET BUILDING SF:	123,685 SF
PARKING PROVIDED:	505 STALLS
PARKING RATIO:	4.08 PER 1000 SF

GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

EXHIBIT C

TARGET, T-268

10881 OLSON DRIVE

SACRAMENTO, CA

JOB NO: 5077

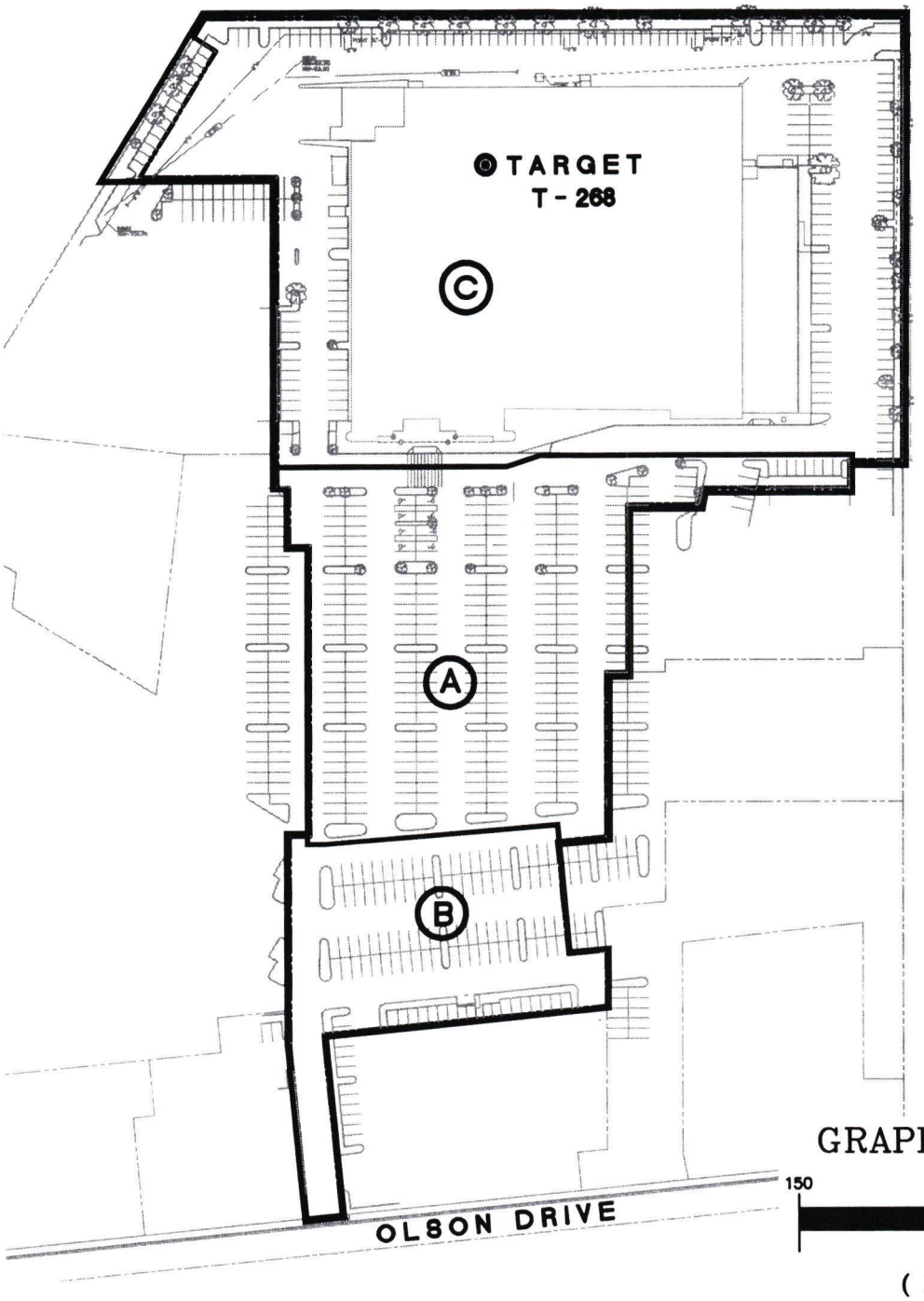
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DATE: 8/26/05

SHEET:

EXHIBIT D

PARKING ZONES
T-268, RANCHO CORDOVA, CA



GRAPHIC SCALE

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(IN FEET)

1 inch = 150 ft.

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

EXHIBIT D	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OSLON DRIVE SACRAMENTO, CA	DATE: 8/26/05
	SHEET:

TABLES

10881 Olson Drive
Rancho Cordova, California
Parking Study

Table 1
Target T-268
10881 Olson Drive

Parking Ratio provided - 4.76 / 1,000 SF
Parking Survey - Friday (August 26, 2005)

Target Building SF:	**101,400**
Target Garden Center	**10,366**
Total SF:	**111,766**

Parking Zone	Parking Zone				Total Demand Ratio (per 1000 SF)
	A	B	C	Total	
Spaced Provided	259	106	168	533	
8:00 AM	30	1	3	34	0.304
9:00 AM	51	3	4	58	0.519
10:00 AM	54	8	8	70	0.626
11:00 AM	52	10	8	70	0.626
12:00 PM	95	19	10	124	1.109
1:00 PM	97	17	14	128 [1]	1.145
2:00 PM	93	9	13	115	1.029
3:00 PM	79	6	9	94	0.841
4:00 PM	60	4	7	71	0.635
5:00 PM	63	3	12	78	0.698
6:00 PM	70	4	8	82	0.734
7:00 PM	63	4	9	76	0.680
8:00 PM	66	3	2	71	0.635
9:00 PM	66	2	8	76	0.680

[1] Peak

Table 2
Target T-268
10881 Olson Drive

Parking Ratio provided - 4.76 / 1,000 SF
Parking Survey - Saturday (August 27, 2005)

Target Building SF:	**101,400**
Target Garden Center	**10,366**
Total SF:	**111,766**

Parking Zone	Parking Zone				Total Demand Ratio (per 1000 SF)
	A	B	C	Total	
Spaced Provided	259	106	168	533	
8:00 AM	18	2	3	23	0.206
9:00 AM	31	4	4	39	0.349
10:00 AM	61	5	10	76	0.680
11:00 AM	72	7	13	92	0.823
12:00 PM	78	7	11	96	0.859
1:00 PM	75	7	15	97	0.868
2:00 PM	93	6	16	115	1.032
3:00 PM	74	6	16	96	0.859
4:00 PM	113	1	12	126 [1]	1.127
5:00 PM	74	0	12	86	0.769
6:00 PM	58	1	7	66	0.591
7:00 PM	55	1	9	65	0.582
8:00 PM	56	0	8	64	0.573
9:00 PM	45	0	2	47	0.421

[1] Peak

Table 3
Target T-268
10881 Olson Drive

Monthly Demand Variation of Retail Stores as Percentage of Peak Month
(Urban Land Institute See Appendix A)

Month	Retail
January	65%
February	65%
March	70%
April	70%
May	70%
June	75%
July	75%
August	75%
September	75%
October	75%
November	80%
December	100%

Table 4
Taget T-268
10881 Olson Drive

Monthly Peak Parking Demand

Month	Weekdays	Weekends
January	112	110
February	112	110
March	120	118
April	120	118
May	120	118
June	128	126
July	128	126
August	128 [1]	126 [2]
September	128	126
October	128	126
November	137	134
December	171 [3]	168 [4]
Maximum Demand	171	168
Parking Provided	533	533
Number of Surplus Spaces	362	365
Percent Surplus Spaces	67.9%	68.5%

[1] Calculated Date (August 26, 2005)
[2] Calculated Date (August 27, 2005)
[3] Peak month for weekdays
[4] Peak month for weekends

APPENDICES

10881 Olson Drive
Rancho Cordova, California
Parking Study

Appendix A

ULI Monthly Parking Demands

REPRESENTATIVE MONTHLY VARIATIONS AS PERCENTAGE OF PEAK MONTH

Month	Office	Retail*	Restaurant	Cinema	Residential	Hotel Rooms Weekday	Hotel Rooms Saturday	Hotel Conference	Hotel Convention
January	100%	65%	80%	90%	100%	90%	65%	100%	20%
February	100	65	75	70	100	90	70	100	40
March	100	70	90	50	100	95	80	100	80
April	100	70	90	70	100	95	85	100	80
May	100	70	95	70	100	95	85	100	100
June	100	75	100	100	100	100	90	100	100
July	100	75	100	100	100	100	100	100	50
August	100	75	85	70	100	100	100	100	50
September	100	75	80	80	100	95	90	100	70
October	100	75	80	70	100	95	90	100	70
November	100	80	80	50	100	85	80	100	40
December	100	100	90	50	100	85	65	100	20

parking factor is then adjusted to the same month. For example, if December is selected as the design month for a mixed-use project, the retail factor would be the normal peak, but the hotel factor would be factored to a value less than its seasonal peak.

Adjustment for Mode of Transportation Used. Just as the parking demand factors must be adjusted to the same season, they must also be adjusted to reflect the mode of transportation used. The recommended approach is a twofold change. First, available peak parking demand factors are adjusted upward to reflect 100 percent auto use. Second, these parking factors for 100 percent auto use are adjusted downward to reflect the expected conditions at the development project being analyzed. For the typical suburban project where transit is not available, the second modification is not needed. However, for downtown projects in urban areas where transit may be used for 10 to 60 percent of the trips, this correction is significant.

The source for data about transportation modes may be specific transportation surveys or transportation data available from planning studies for the urban area. The latter choice requires an assessment of the information's applicability to a specific site.

Adjustment for Captive Market. This adjustment is optional because the effects of a captive market are difficult to identify. Without this adjustment, the demand estimate for shared parking would probably be too conservative.

The existence of the captive patron relationship is identified by surveys of employees, visitors, and patrons as well as by parking surveys. Captive markets could be large enough to significantly lower parking demand. The data might indicate a widely ranging relationship that may not be predictable, however. They might be analyzed in a "what if" sense to test the possible impacts. Assuming a representative value of captive market support could reduce parking factors for retail or entertainment uses. An alternative would be to undertake a specific market analysis. This analysis would include a site-specific assessment of the potential for captive market support.

STEP 3: ANALYSIS OF HOURLY ACCUMULATION

This step produces an estimate of hourly parking accumulations for each land use during a typical weekday or weekend day (Saturday). The results of this step identify the shape of hourly accumulation curves for five basic land uses. The curves were reasonably consistent for a wide range of surveyed sites

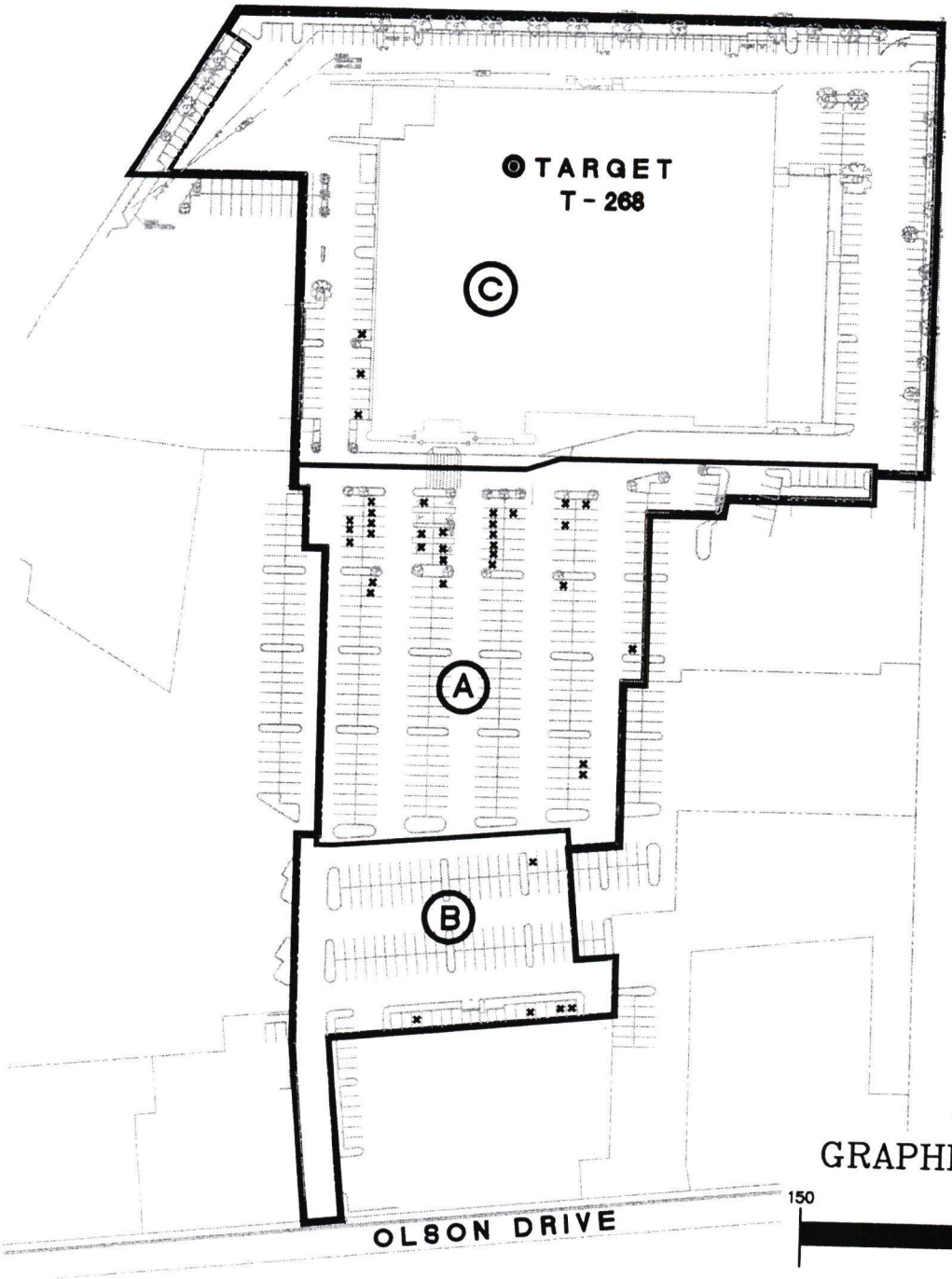
Appendix B

T-268 Comparative Site Analysis
Rancho Cordova, California

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

8:00 AM

ZONE A:	30
ZONE B:	5
ZONE C:	3



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

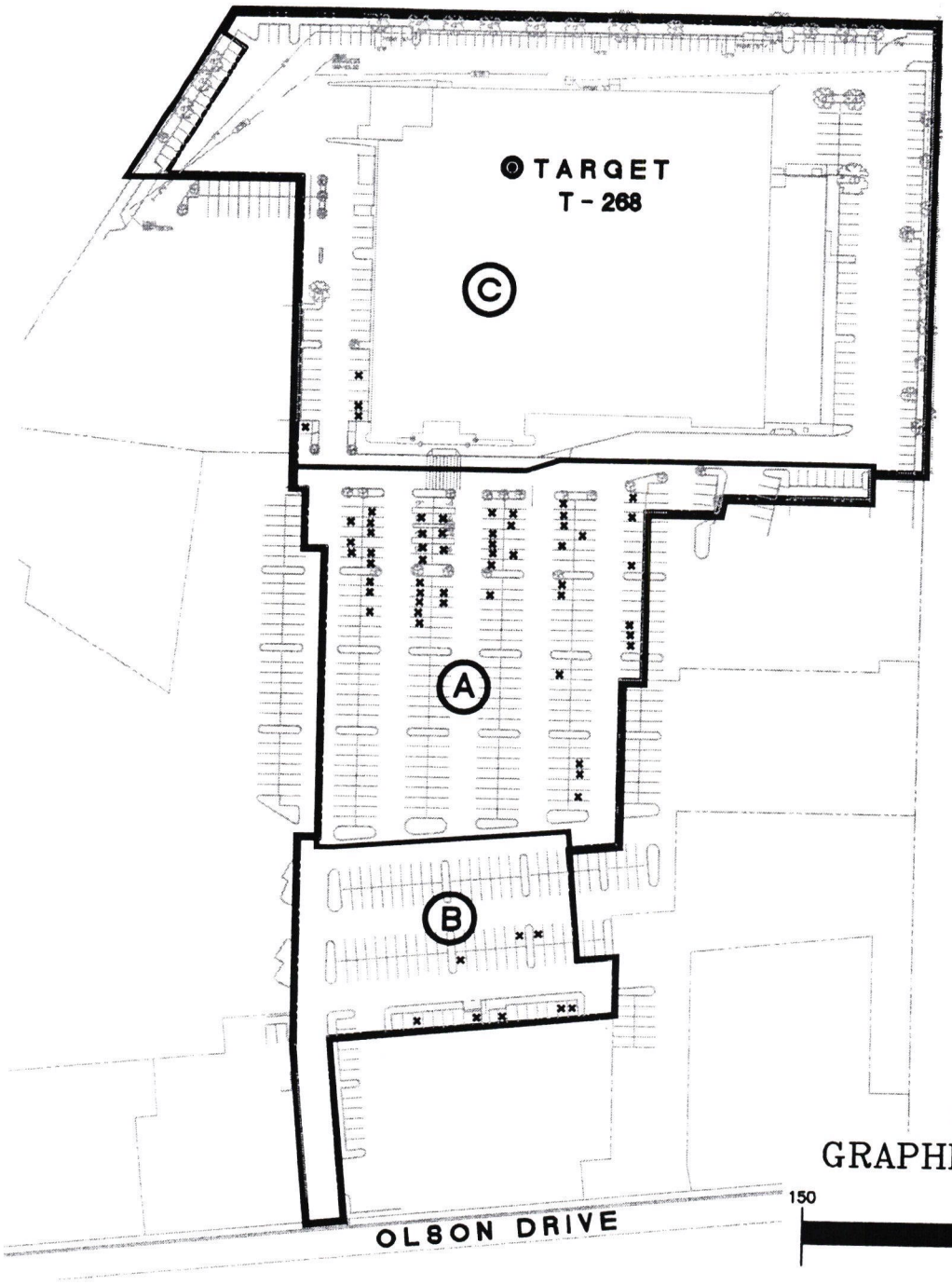
925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/26/05
	SHEET: 1

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005
9:00 AM

ZONE A: 51
ZONE B: 8
ZONE C: 4



GRAPHIC SCALE

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(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

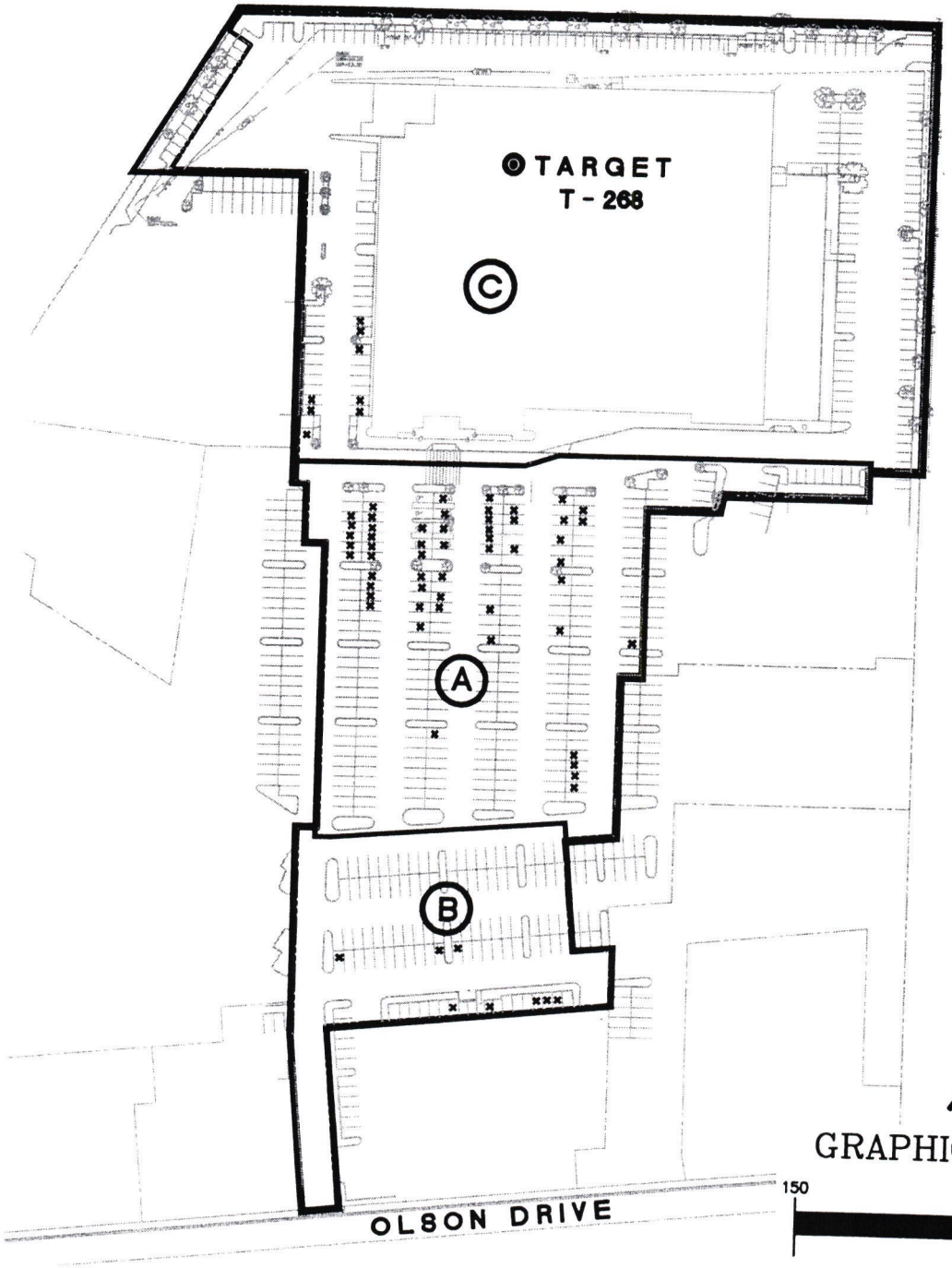
2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-8406 FAX 925-680-8407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/26/05
	SHEET: 2

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005
10:00 AM

ZONE A: 54
ZONE B: 8
ZONE C: 8



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES
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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

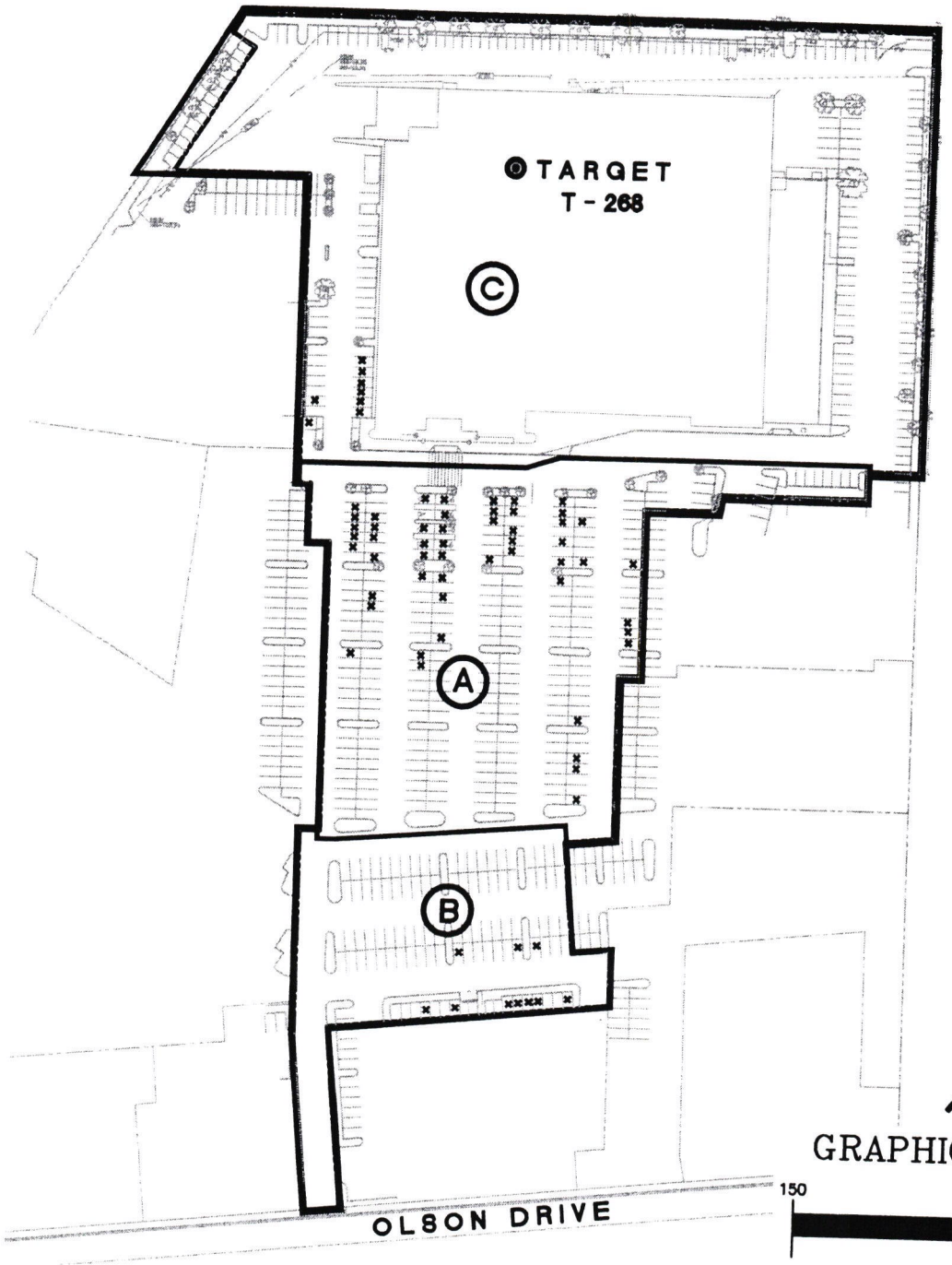
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TARGET, T-268
10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/26/05
SHEET: 3

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005
11:00 AM

ZONE A: 52
ZONE B: 10
ZONE C: 8



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

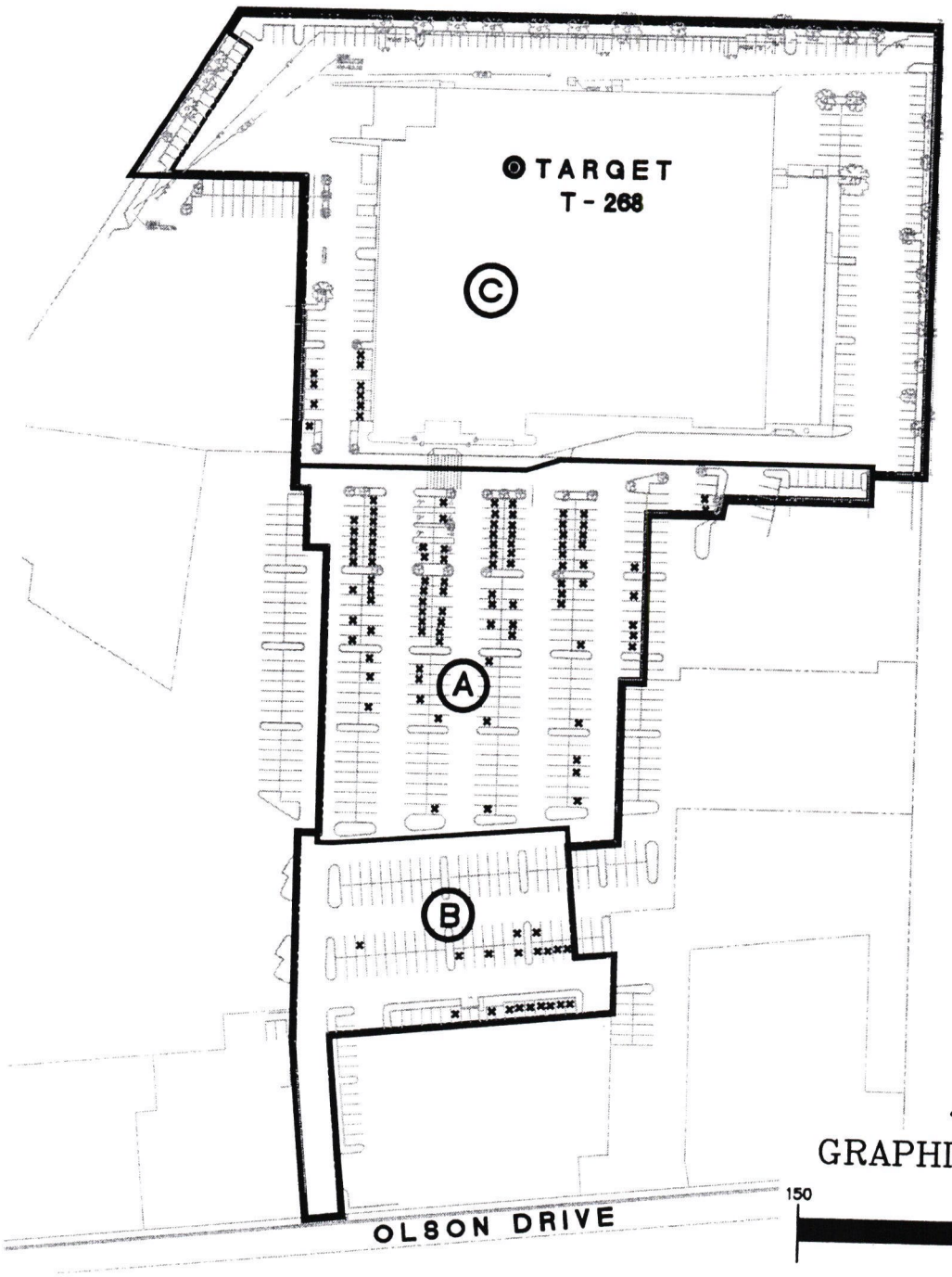
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10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/26/05
SHEET: 4

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

12:00 PM

ZONE A: 95
ZONE B: 19
ZONE C: 10



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

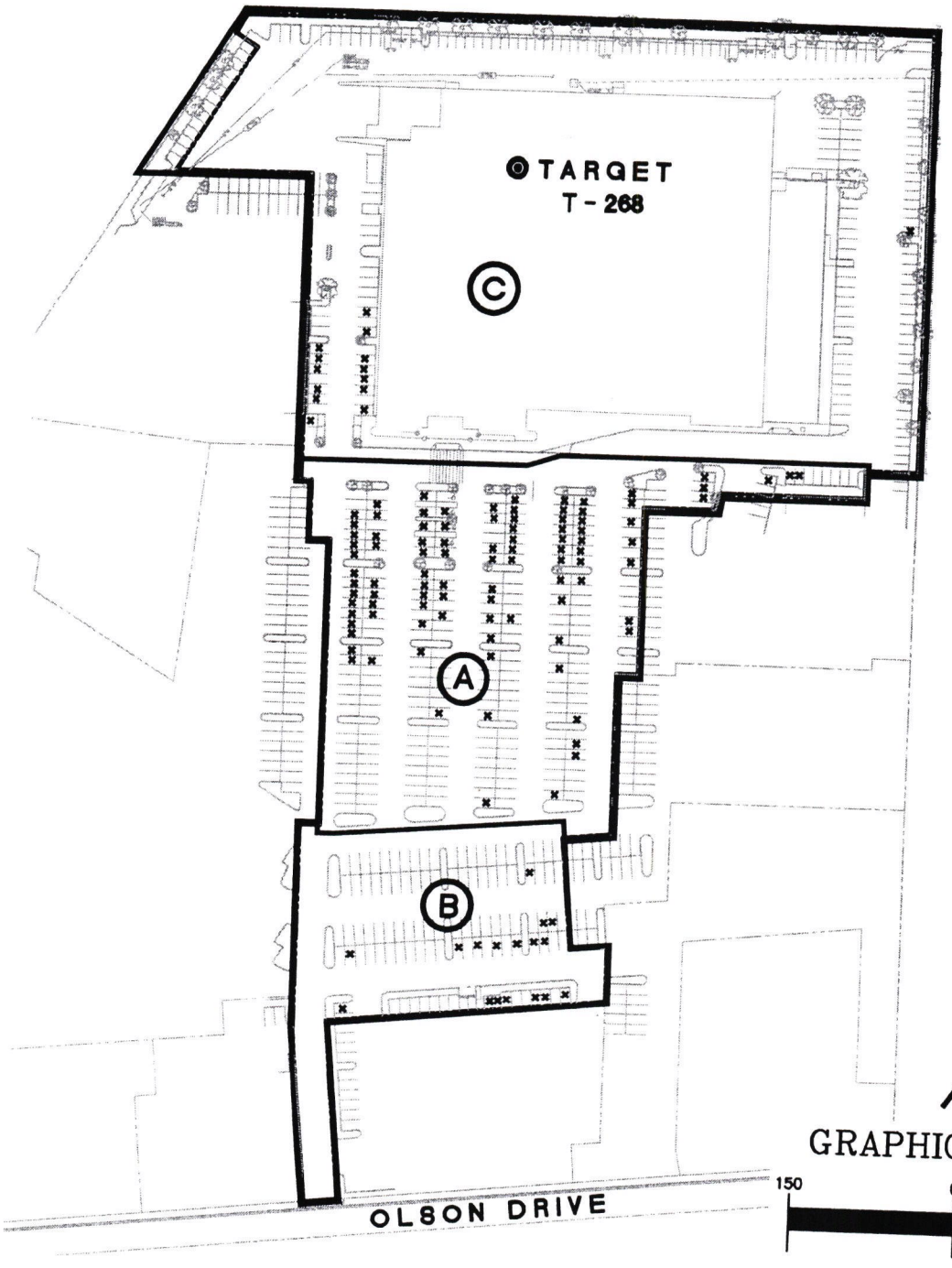
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10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/26/05
SHEET: 5

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005
1:00 PM

ZONE A: 97
ZONE B: 17
ZONE C: 14



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES
2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-8406 FAX 925-680-8407
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

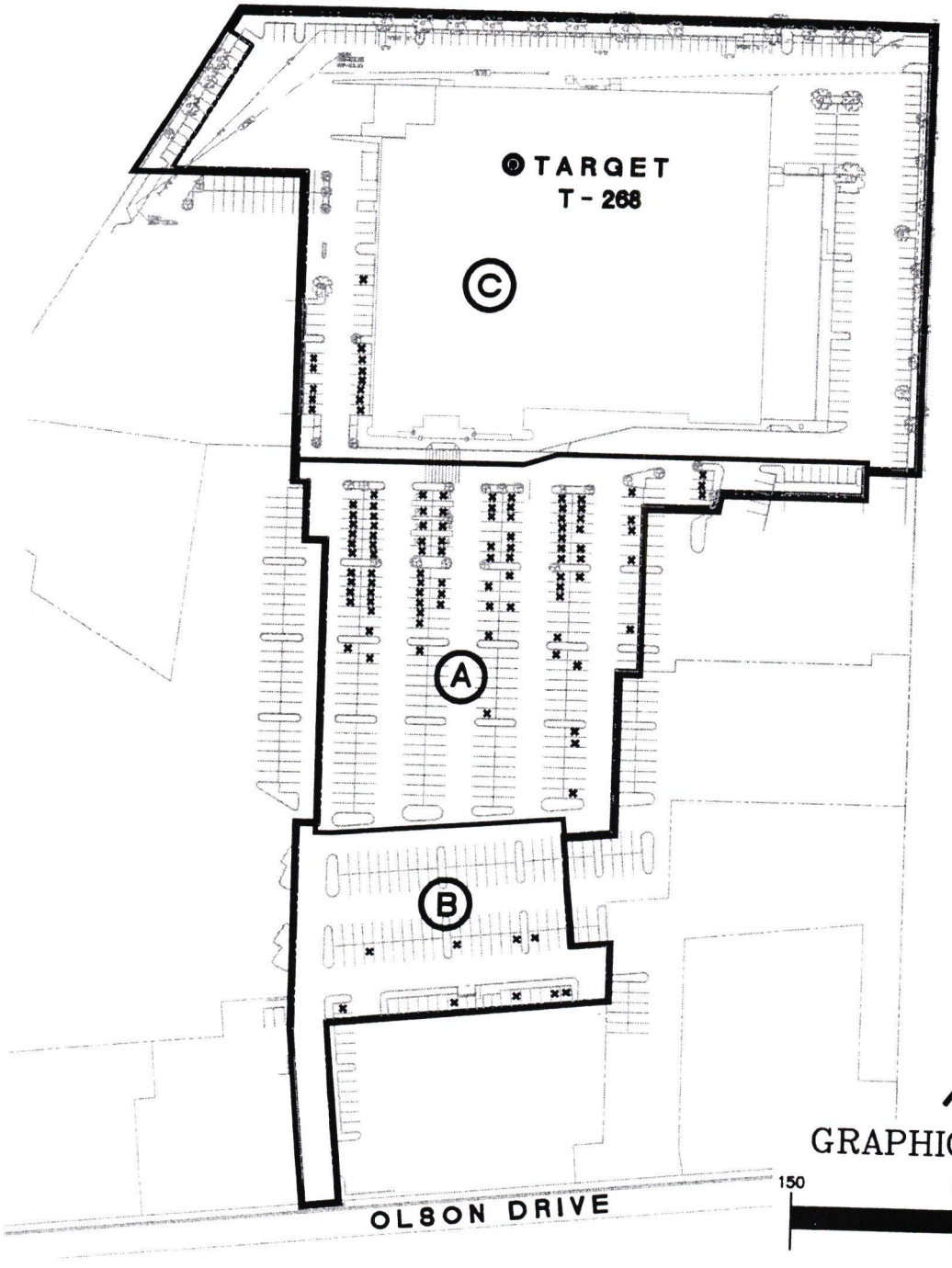
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SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/26/05
SHEET: 6

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

2:00 PM

ZONE A: 93
ZONE B: 9
ZONE C: 13



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
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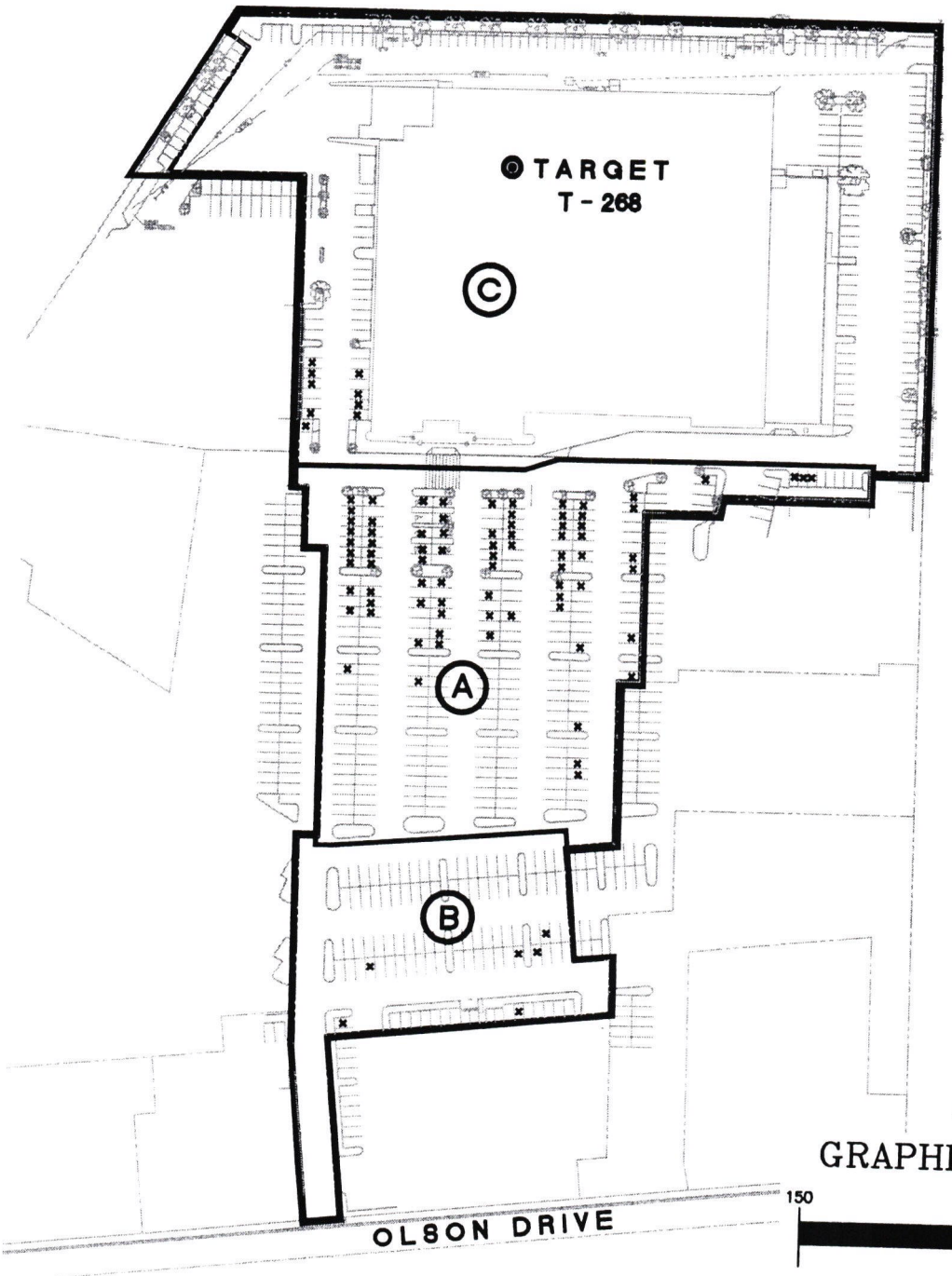
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

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	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/26/05
	SHEET: 7

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

3:00 PM

ZONE A:	79
ZONE B:	6
ZONE C:	9



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

TARGET, T-268

10881 OLSON DRIVE

SACRAMENTO, CA

JOB NO: 5077

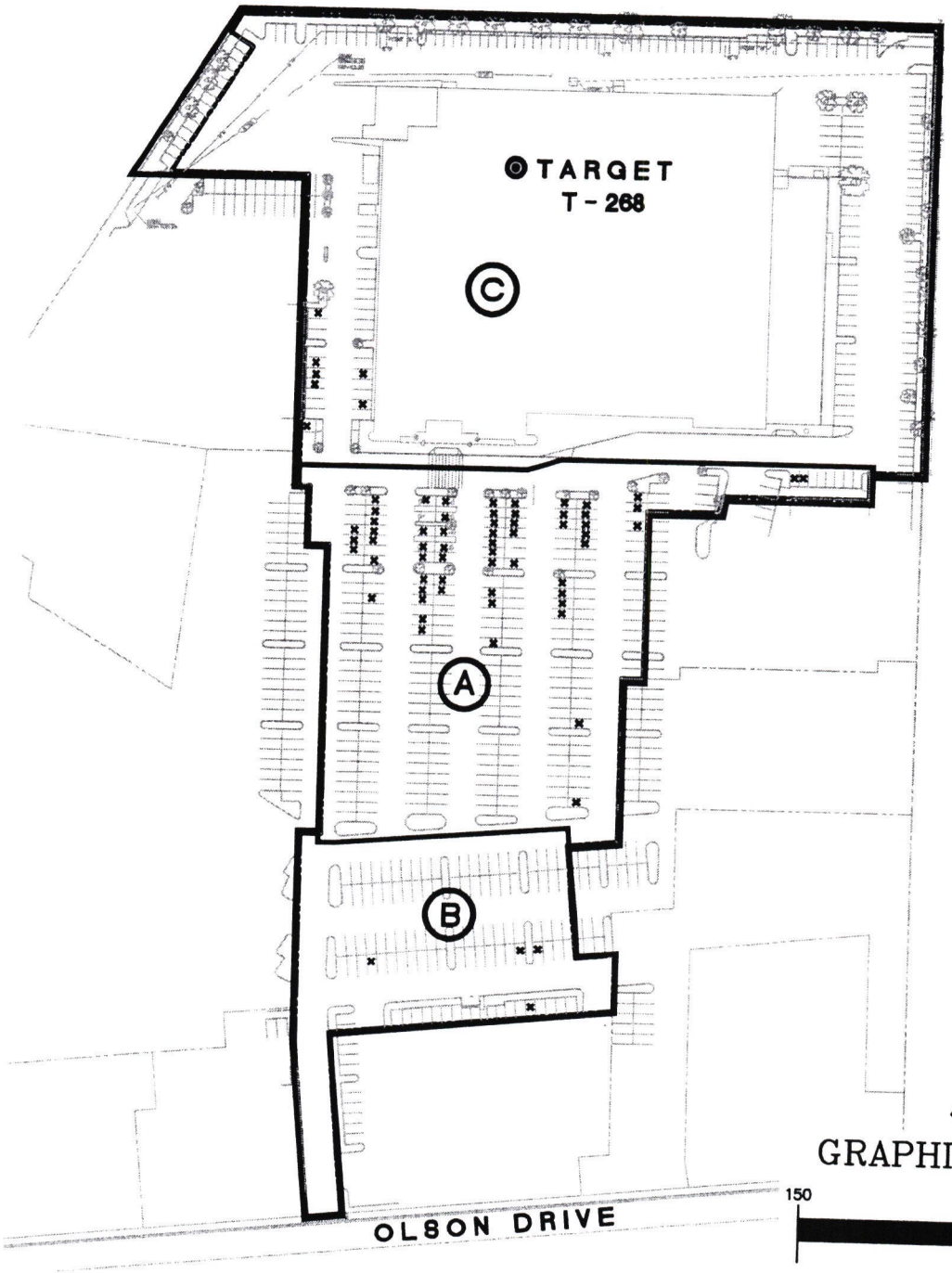
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SHEET: 8

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005
4:00 PM

ZONE A: 60
ZONE B: 4
ZONE C: 7



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

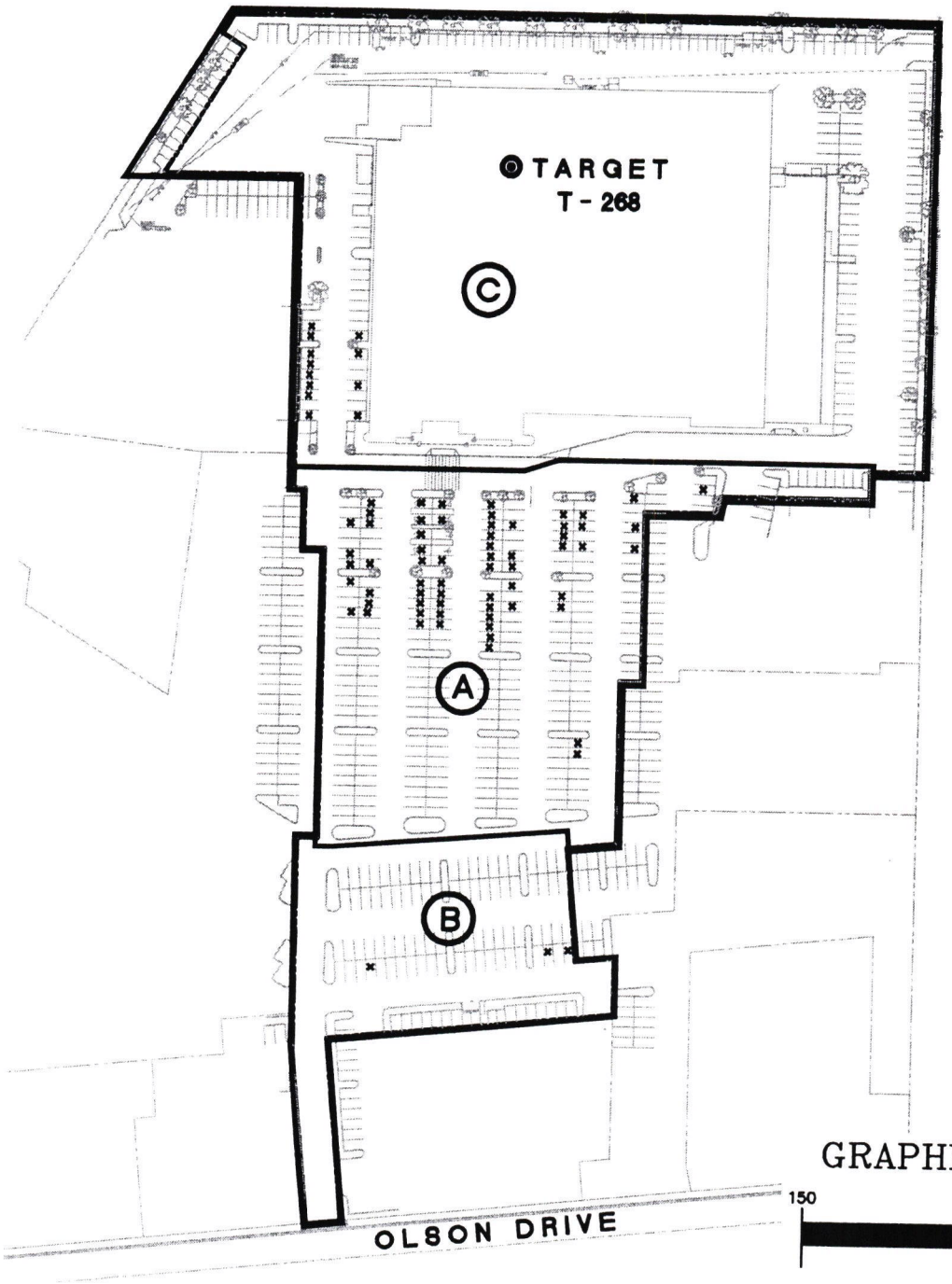
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10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
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DATE: 08/26/05
SHEET: 9

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

5:00 PM

ZONE A: 63
ZONE B: 3
ZONE C: 12



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

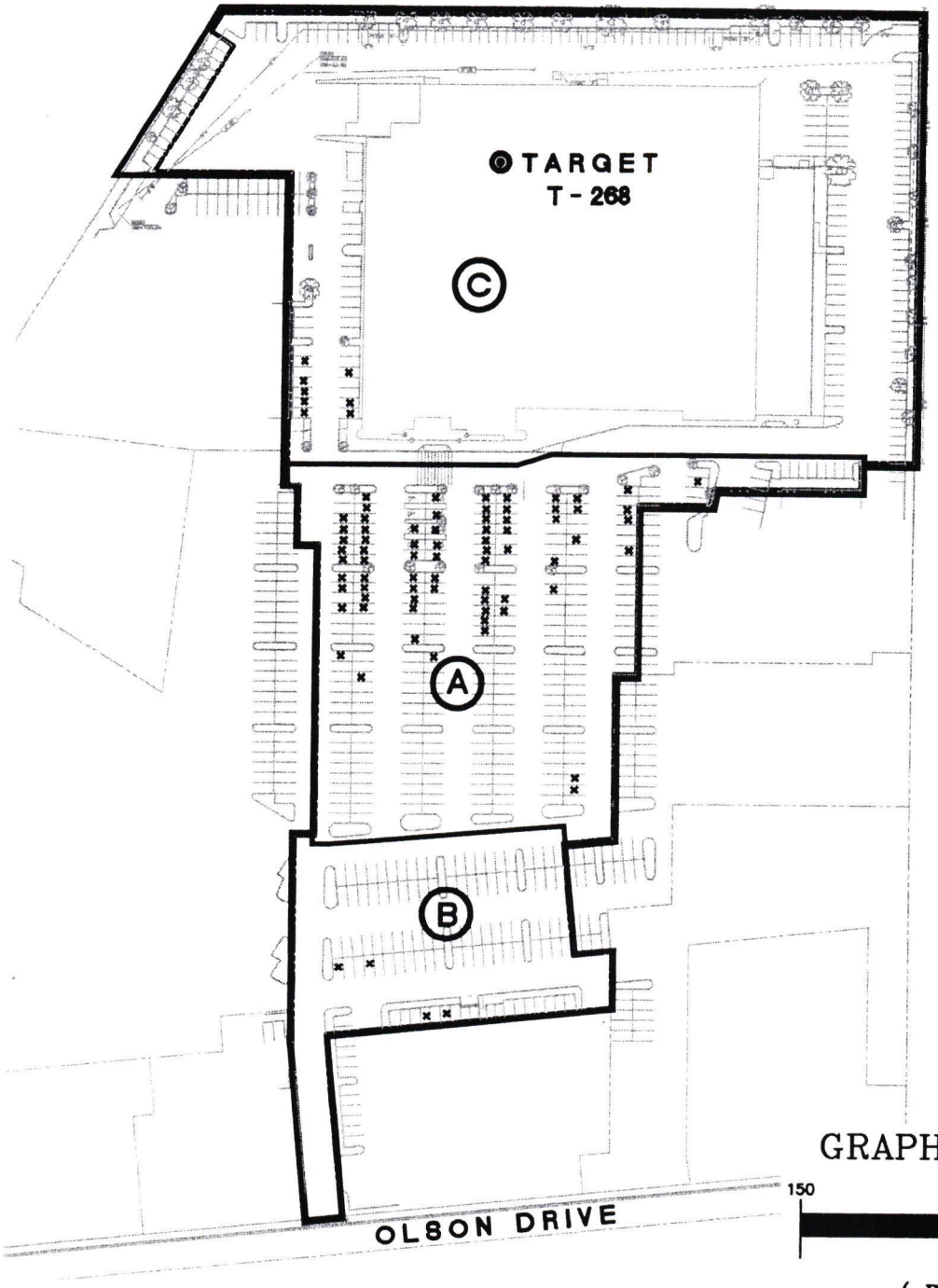
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10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
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DATE: 08/26/05
SHEET: 10

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

6:00 PM

ZONE A:	71
ZONE B:	4
ZONE C:	8



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

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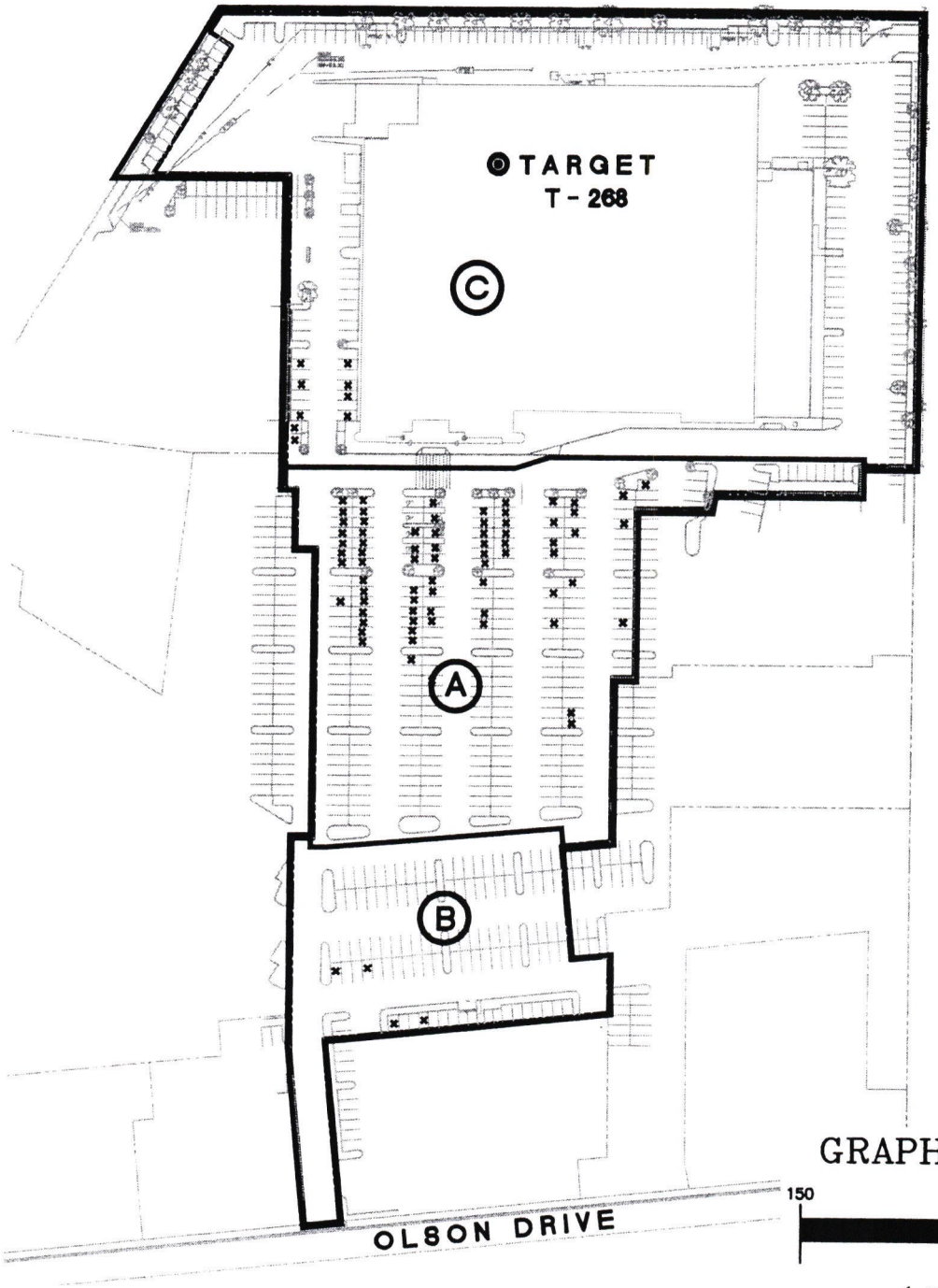
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	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/26/05
	SHEET: 11

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

7:00 PM

ZONE A: 73
ZONE B: 4
ZONE C: 9



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406 FAX 925-680-6407

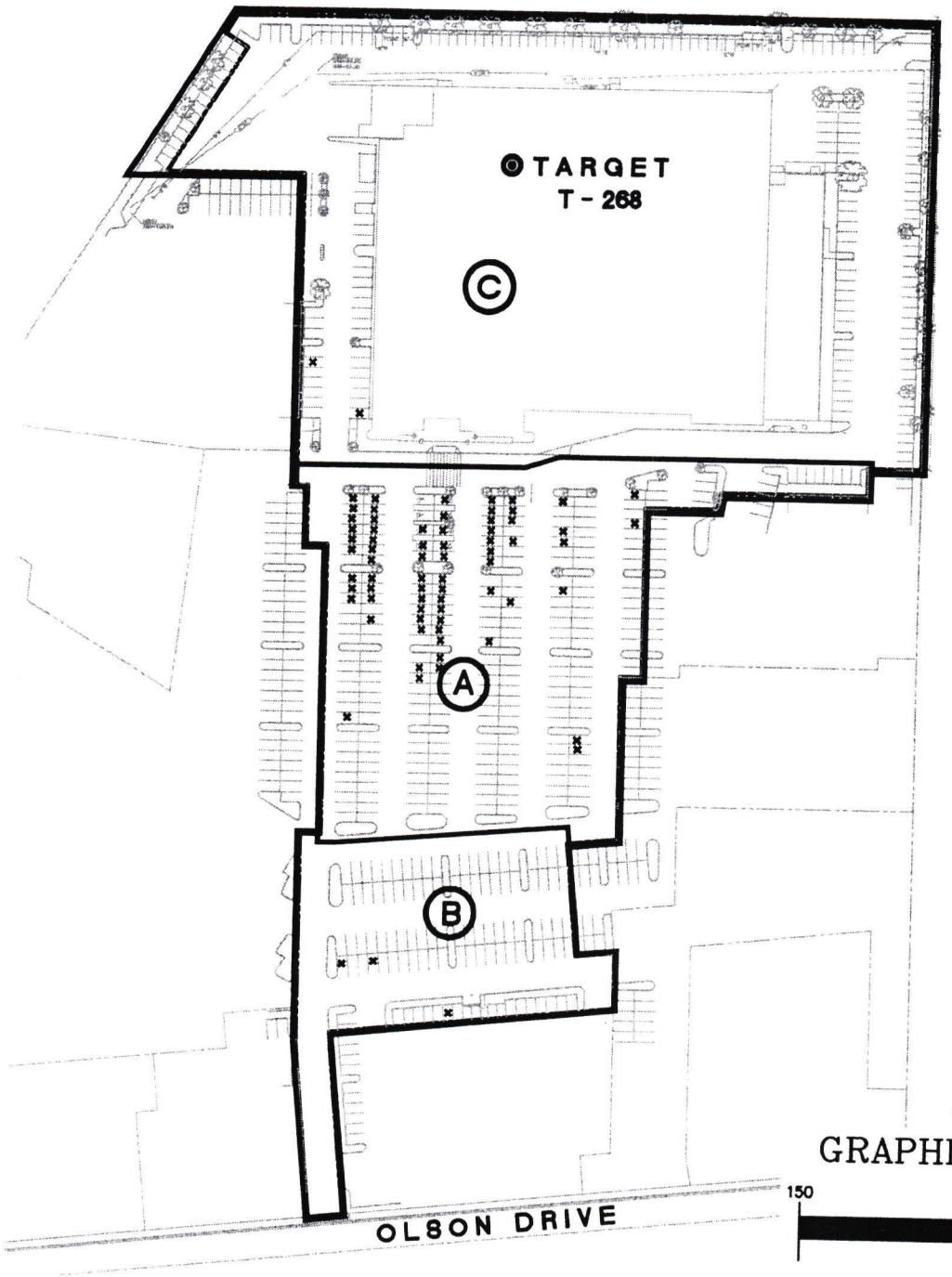
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	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/26/05
	SHEET: 12

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

8:00 PM

ZONE A:	68
ZONE B:	3
ZONE C:	2



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

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ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

TARGET, T-268

10881 OLSON DRIVE

SACRAMENTO, CA

JOB NO: 5077

SCALE: 1"=150'

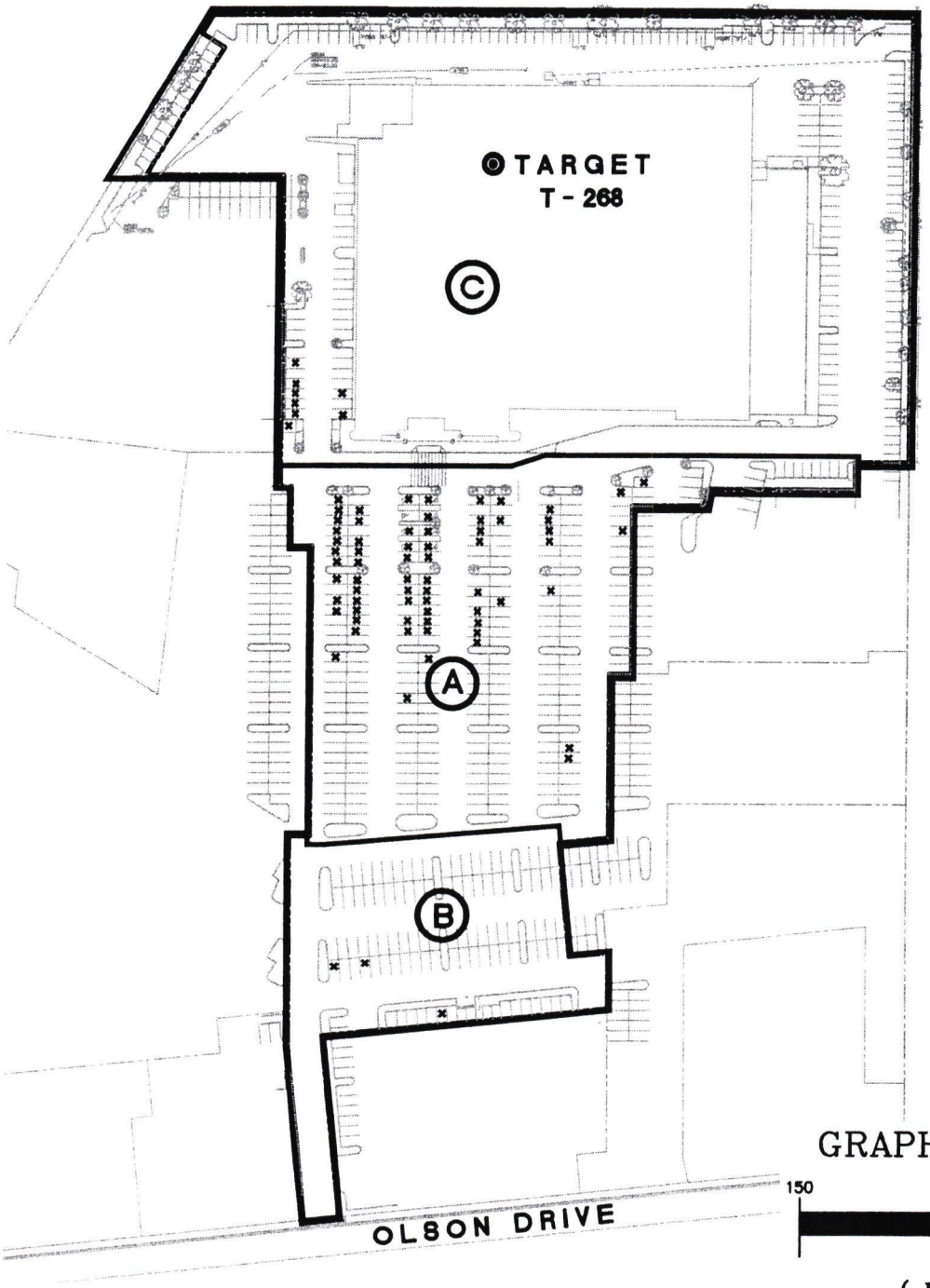
DATE: 08/26/05

SHEET: 13

PARKING ANALYSIS FOR FRIDAY AUGUST 26, 2005

9:00 PM

ZONE A:	66
ZONE B:	3
ZONE C:	8



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

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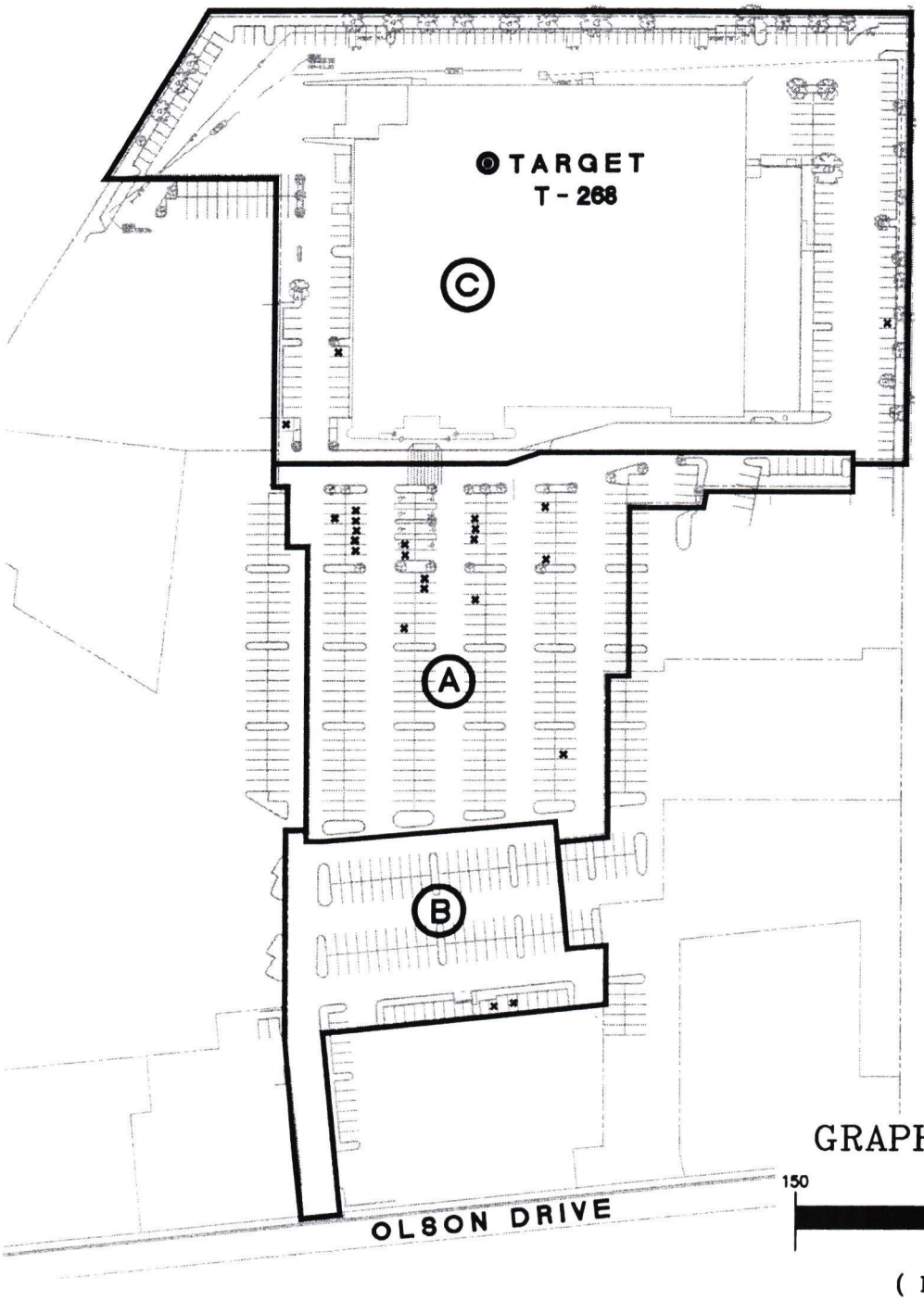
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

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	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/26/05
	SHEET: 14

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

8:00 AM

ZONE A: 18
ZONE B: 2
ZONE C: 3



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-8406 FAX 925-680-8407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

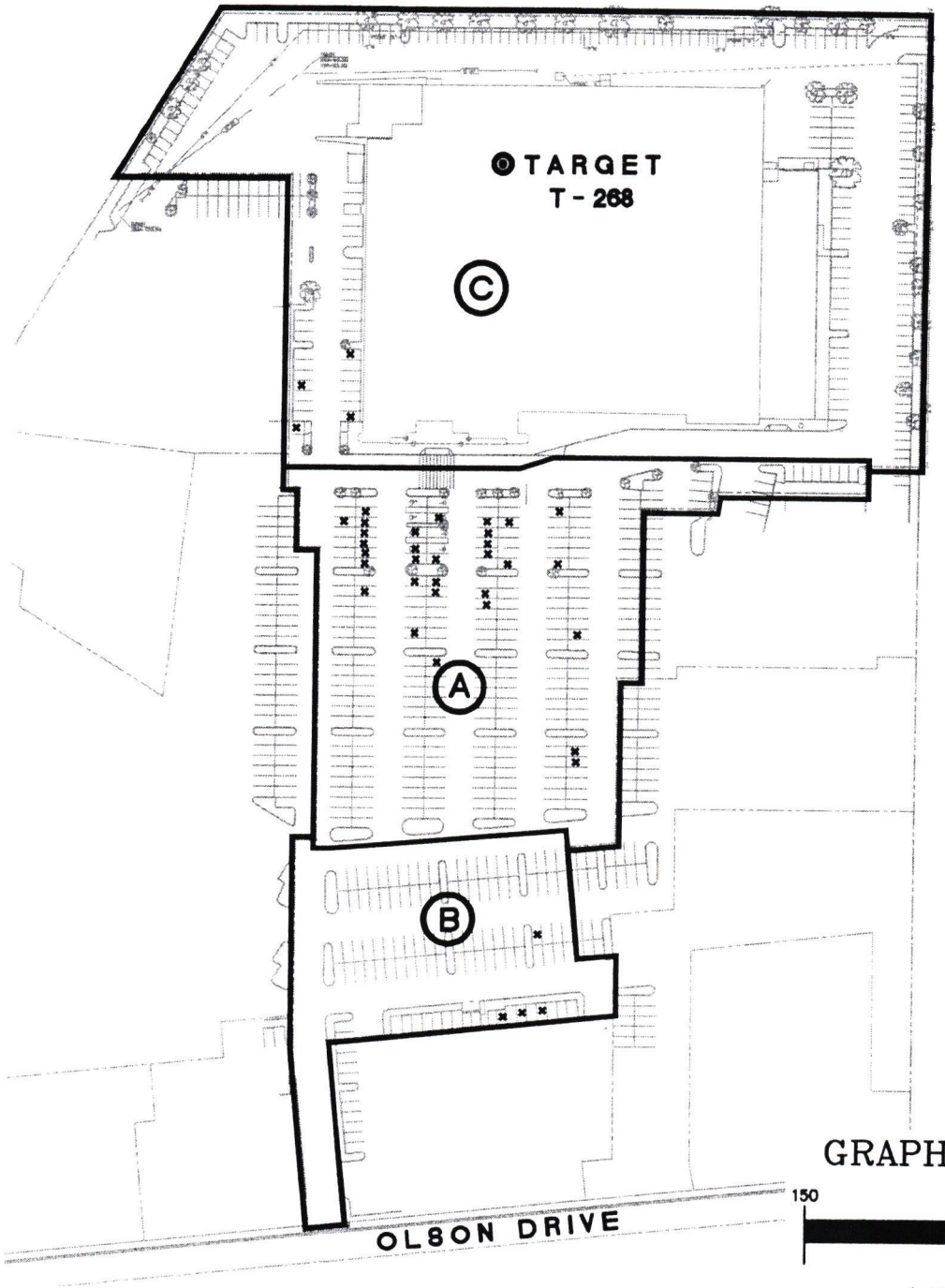
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10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
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DATE: 08/27/05
SHEET: 1

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

9:00 AM

ZONE A:	31
ZONE B:	4
ZONE C:	4



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

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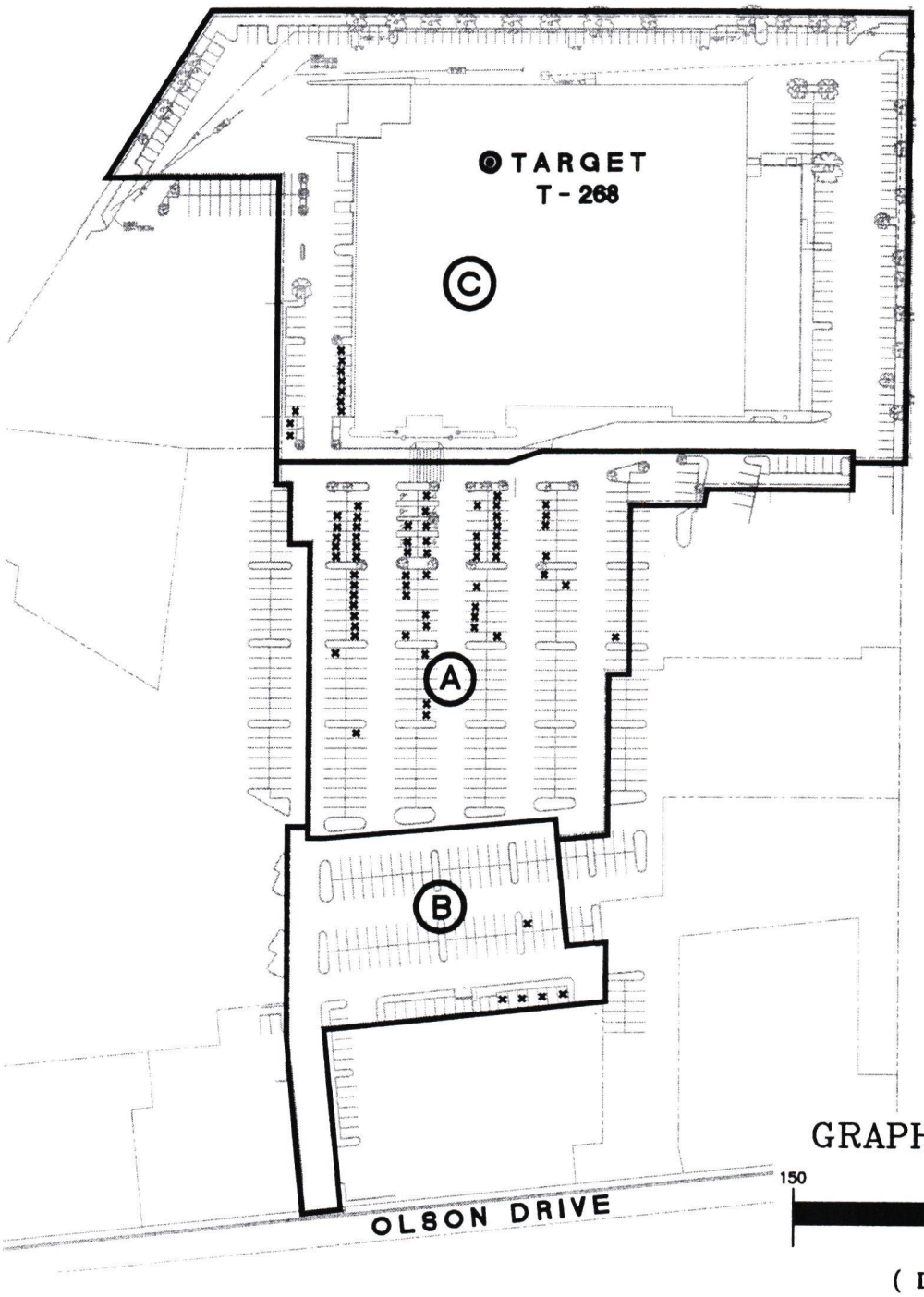
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 2

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

10:00 AM

ZONE A: 61
ZONE B: 5
ZONE C: 10



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406 FAX 925-680-6407

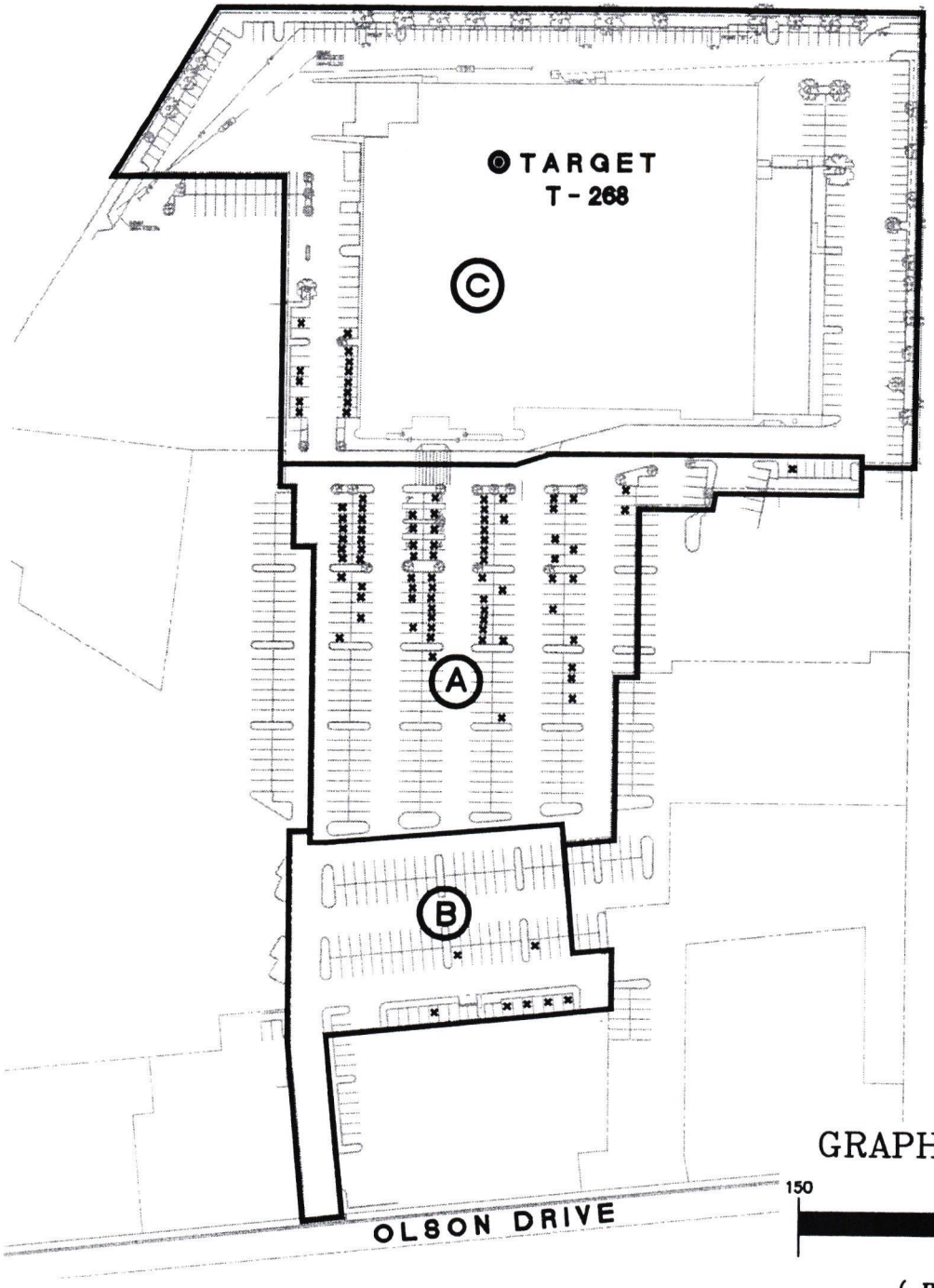
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10681 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 3

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

11:00 AM

ZONE A: 73
ZONE B: 7
ZONE C: 13



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

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925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

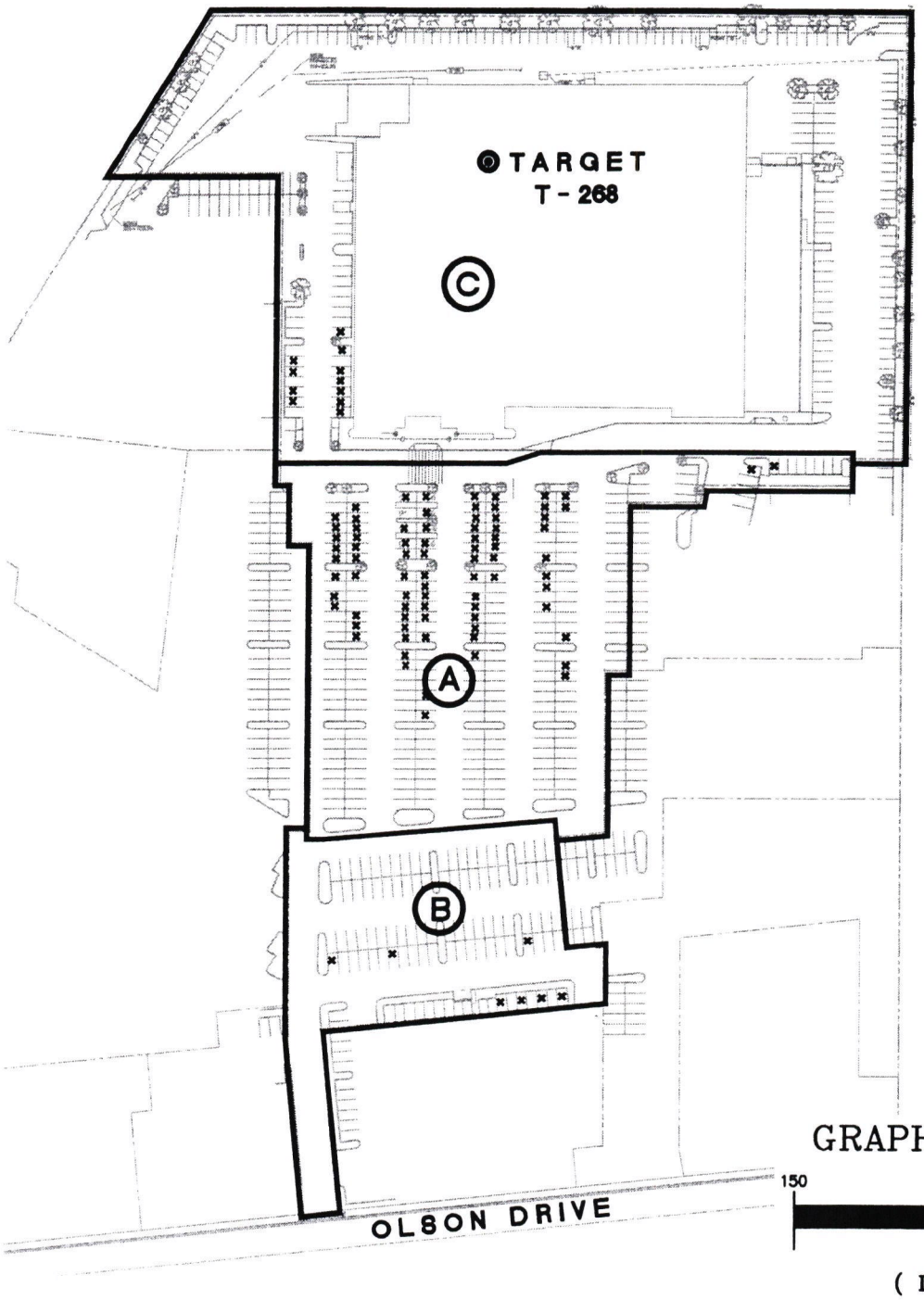
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10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/27/05
SHEET: 4

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

12:00 PM

ZONE A: 80
ZONE B: 7
ZONE C: 11



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-8406 FAX 925-680-8407

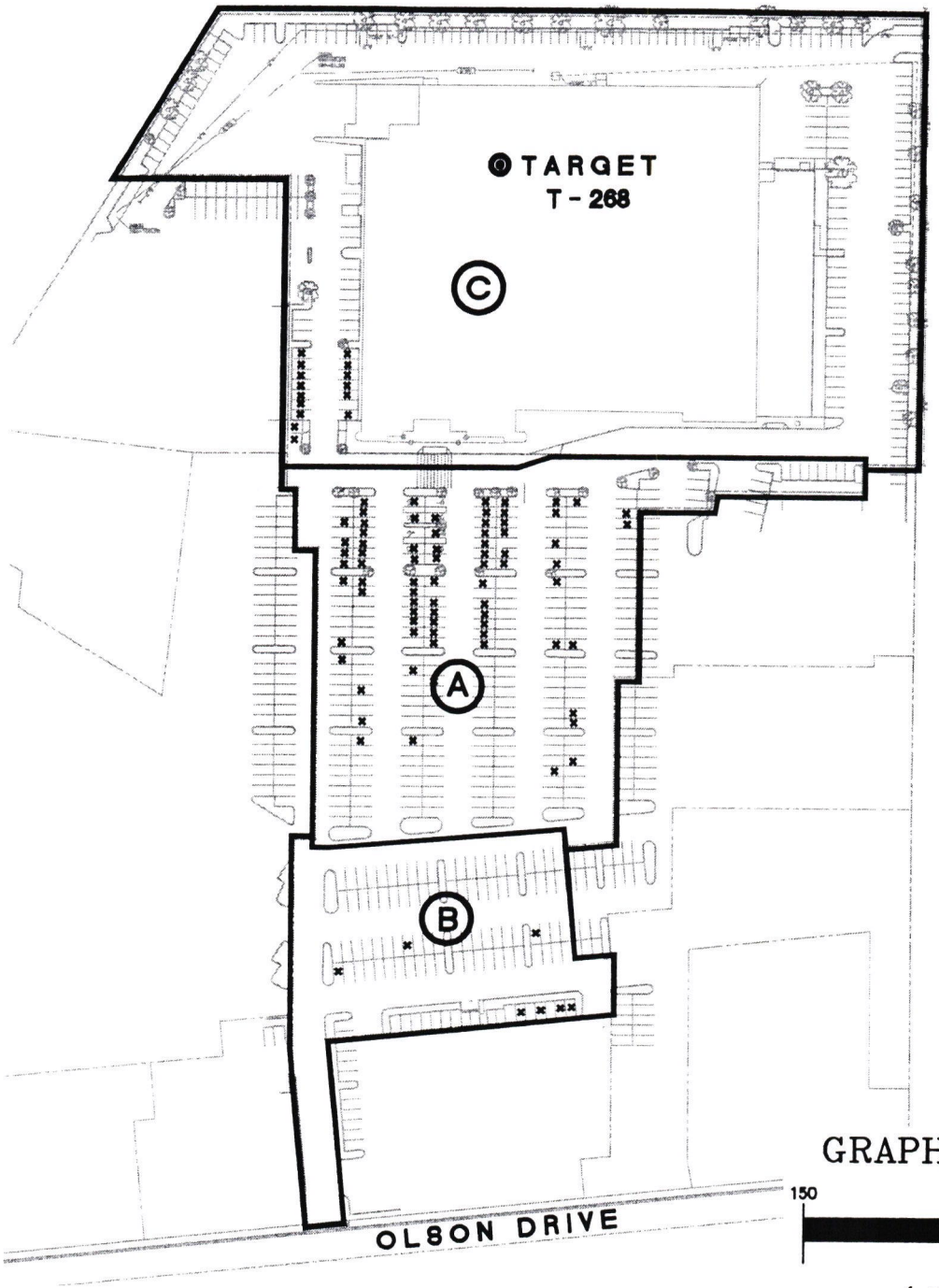
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

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	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 5

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

1:00 PM

ZONE A: 77
ZONE B: 7
ZONE C: 15



GRAPHIC SCALE

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(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

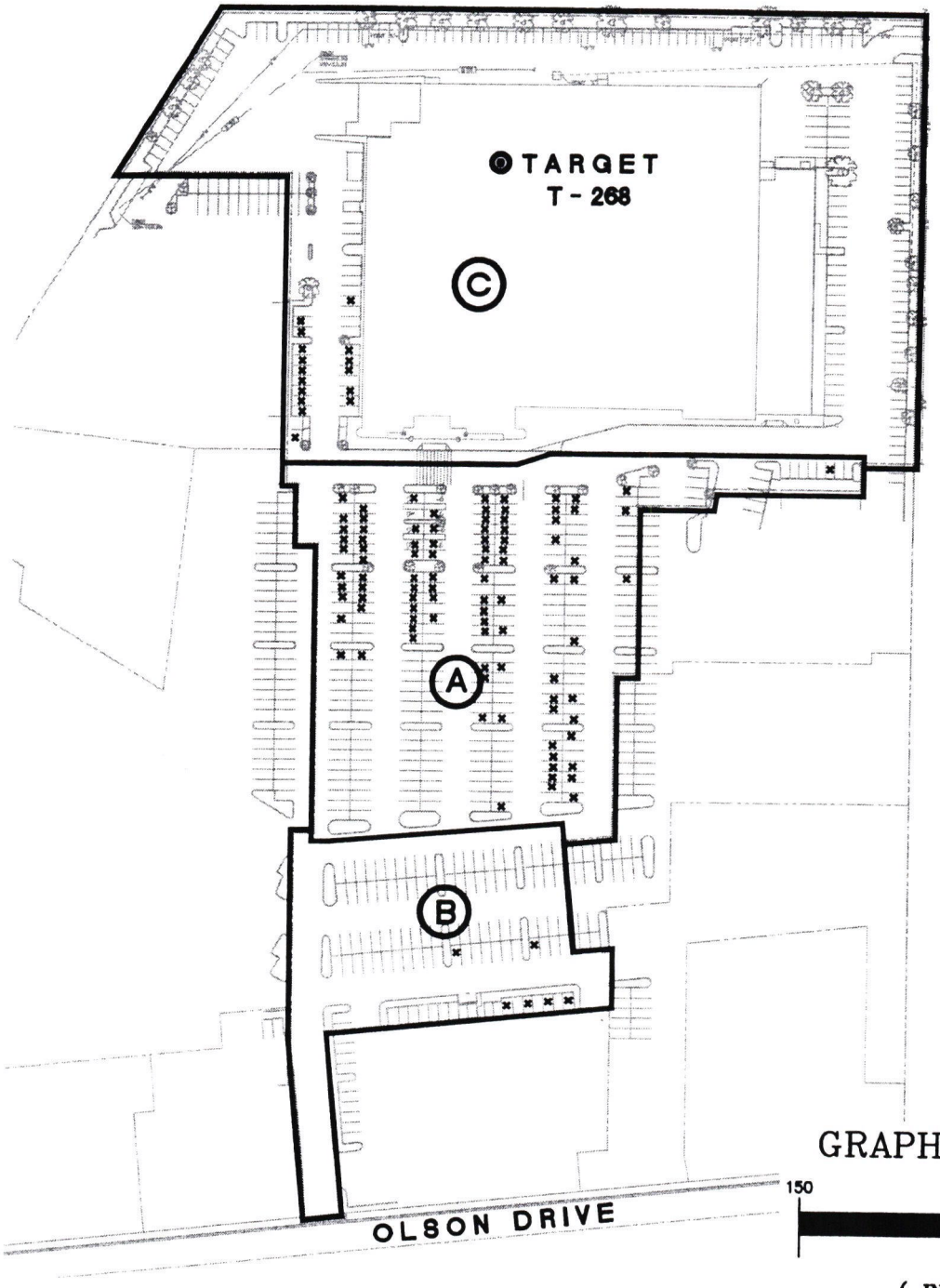
2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-8406 FAX 925-680-8407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 6

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005
2:00 PM

ZONE A: 95
ZONE B: 6
ZONE C: 16



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406 FAX 925-680-6407

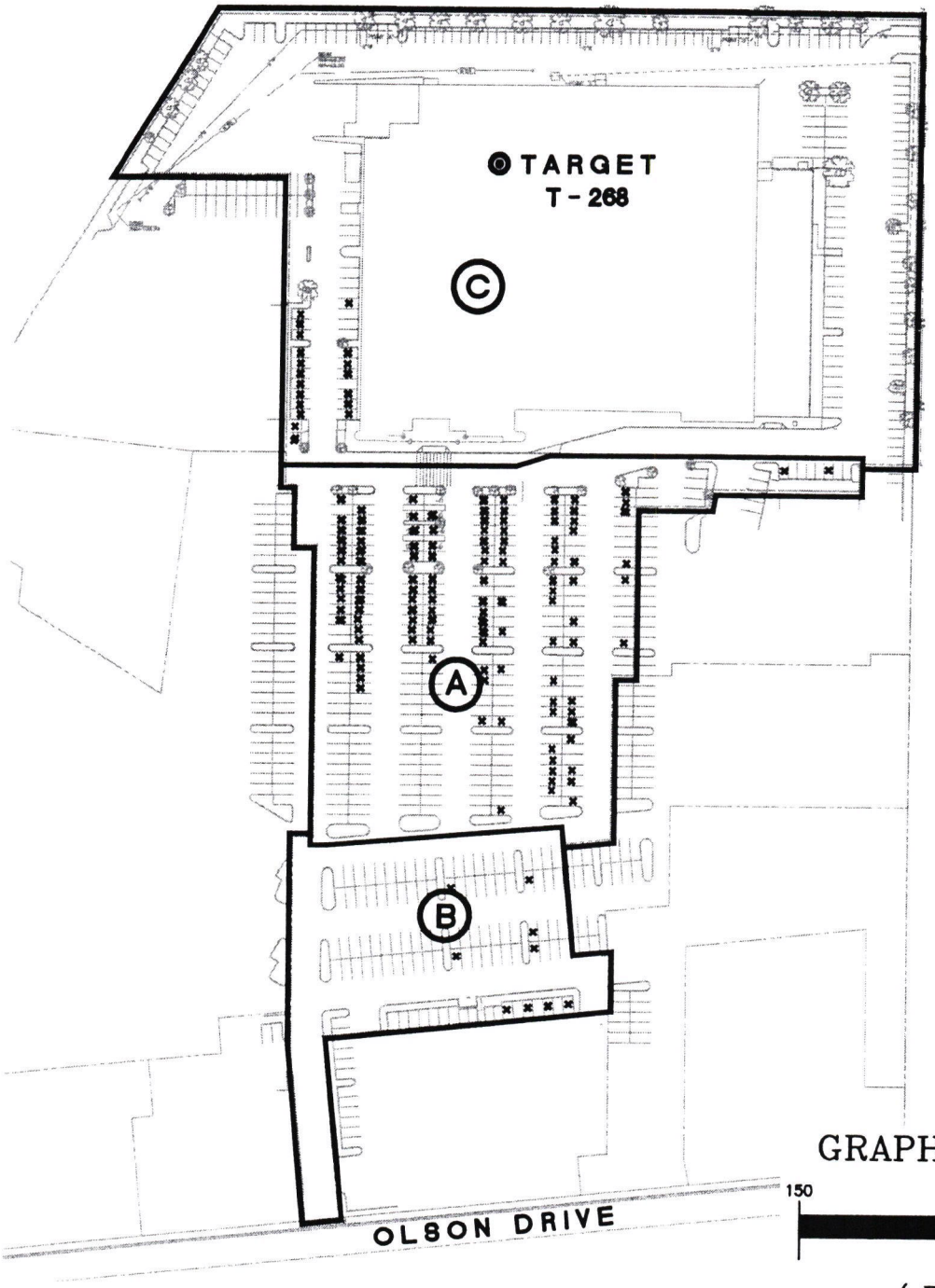
ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 7

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

3:00 PM

ZONE A:	85
ZONE B:	6
ZONE C:	16



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

TARGET, T-268

10881 OLSON DRIVE

SACRAMENTO, CA

JOB NO: 5077

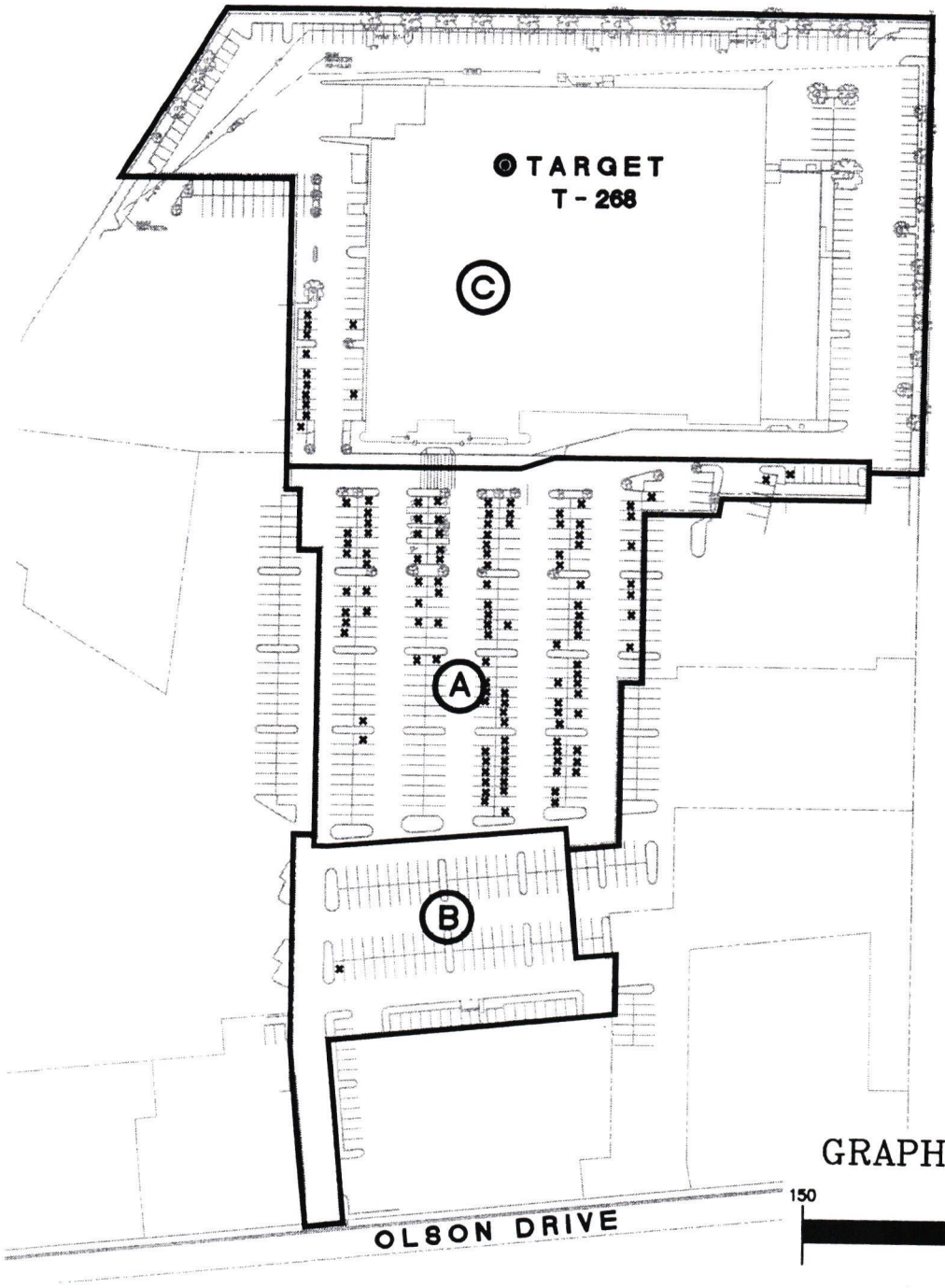
SCALE: 1"=150'

DATE: 08/27/05

SHEET: 8

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005
4:00 PM

ZONE A: 114
ZONE B: 1
ZONE C: 12



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

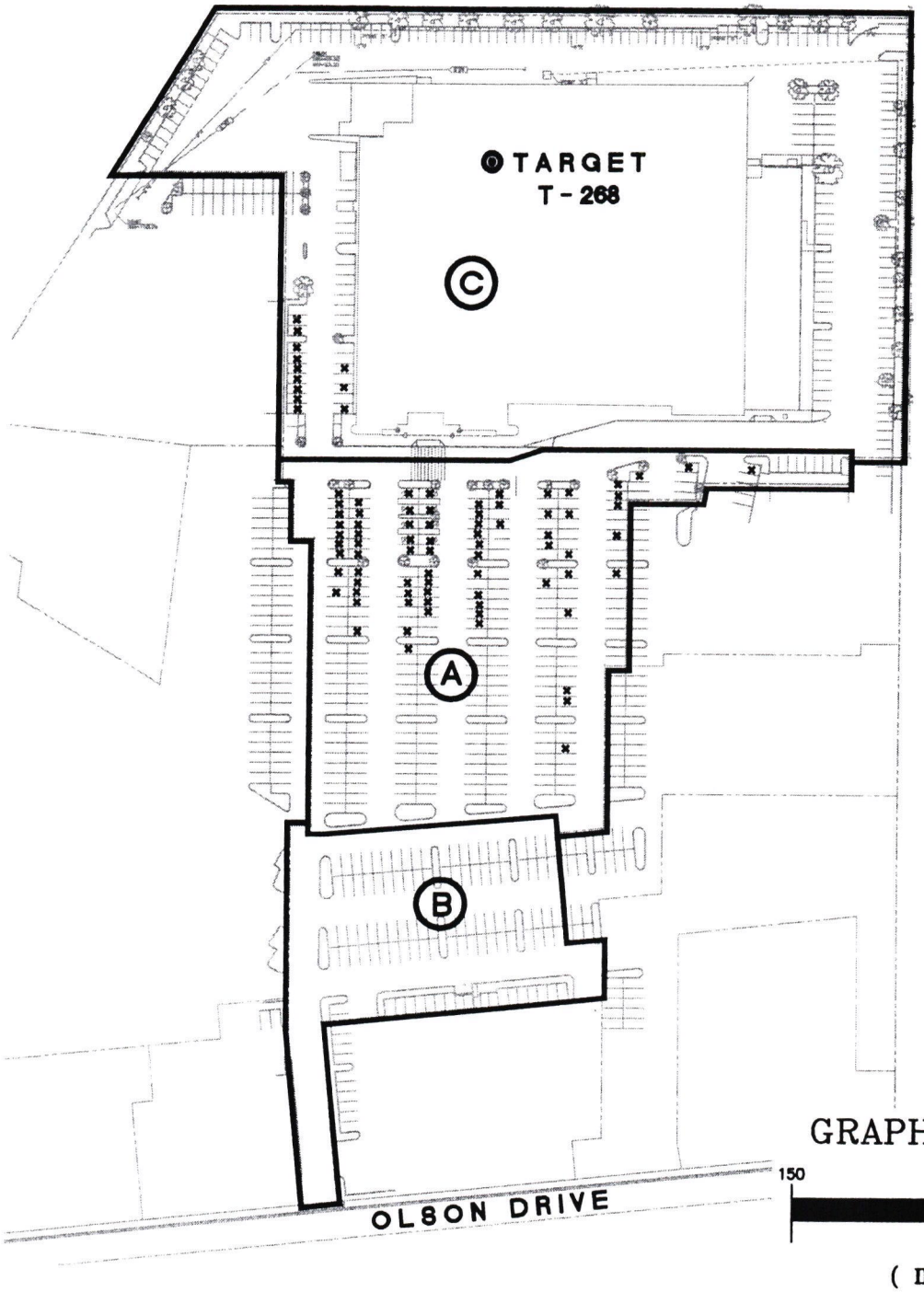
TARGET, T-268
10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/27/05
SHEET: 9

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

5:00 PM

ZONE A: 75
ZONE B: 0
ZONE C: 12



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

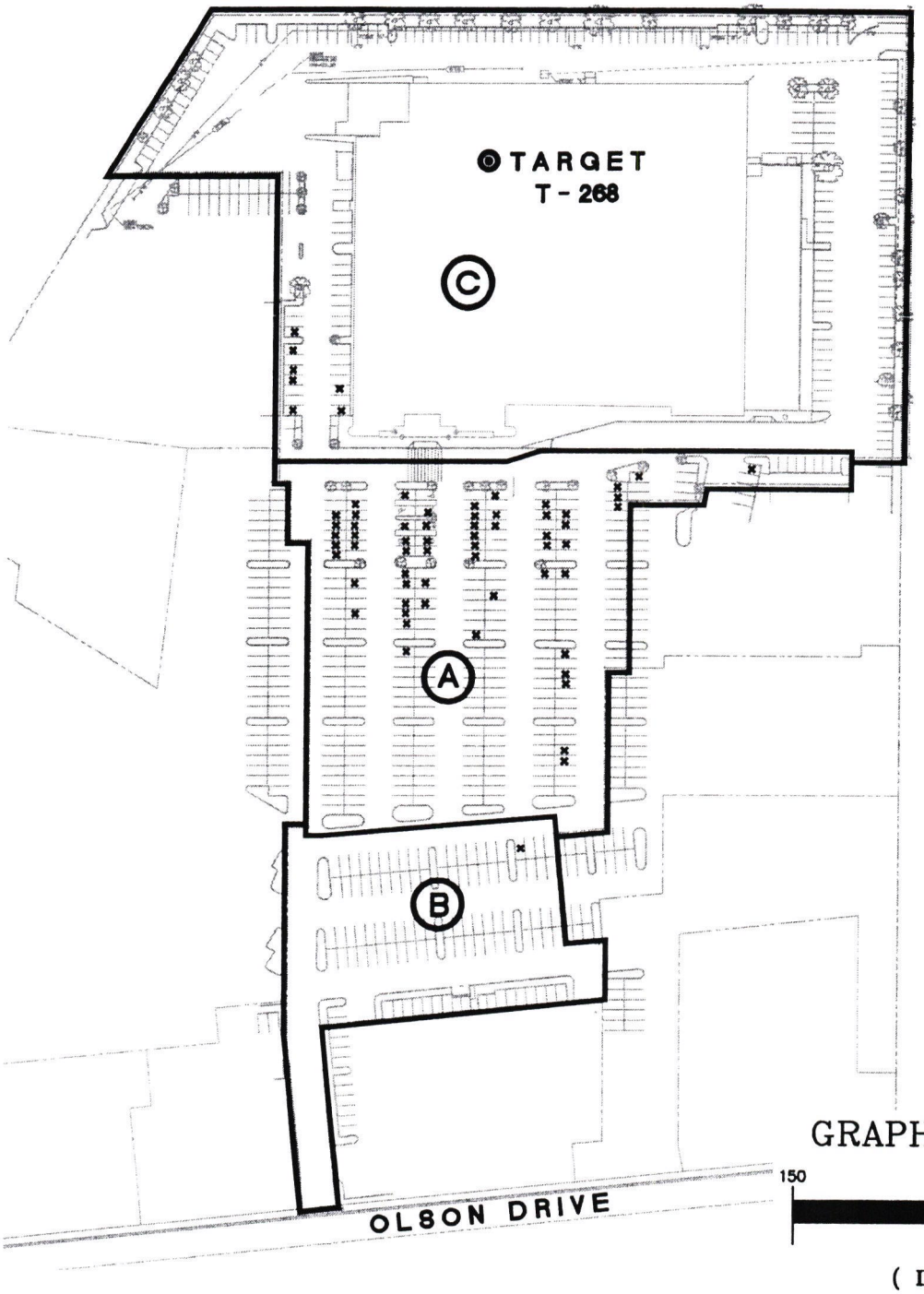
TARGET, T-268
10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/27/05
SHEET: 10

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

6:00 PM

ZONE A:	58
ZONE B:	1
ZONE C:	7



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

TARGET, T-268

10881 OLSON DRIVE

SACRAMENTO, CA

JOB NO: 5077

SCALE: 1"=150'

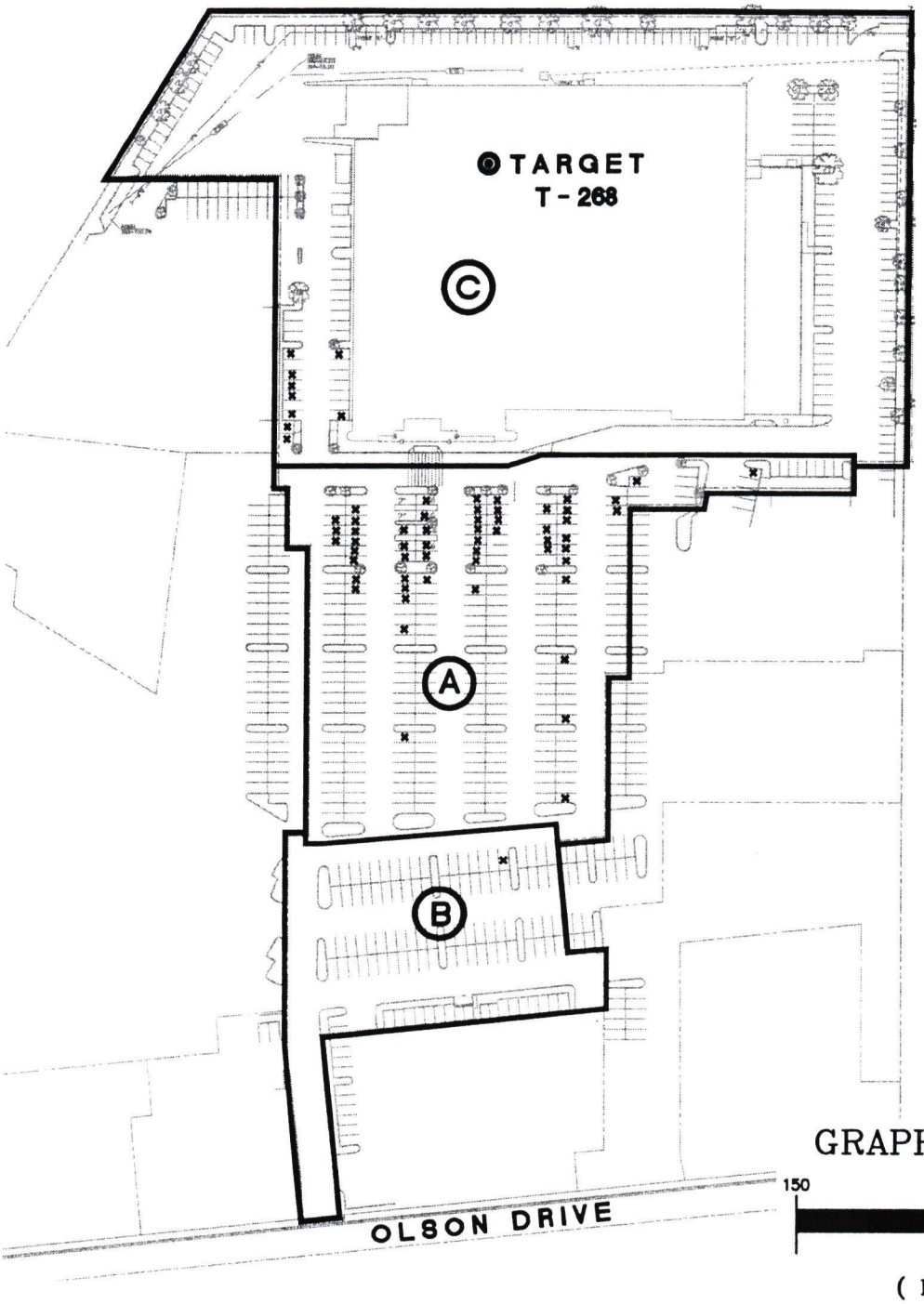
DATE: 08/27/05

SHEET: 11

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

7:00 PM

ZONE A: 55
ZONE B: 1
ZONE C: 9



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-8406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY

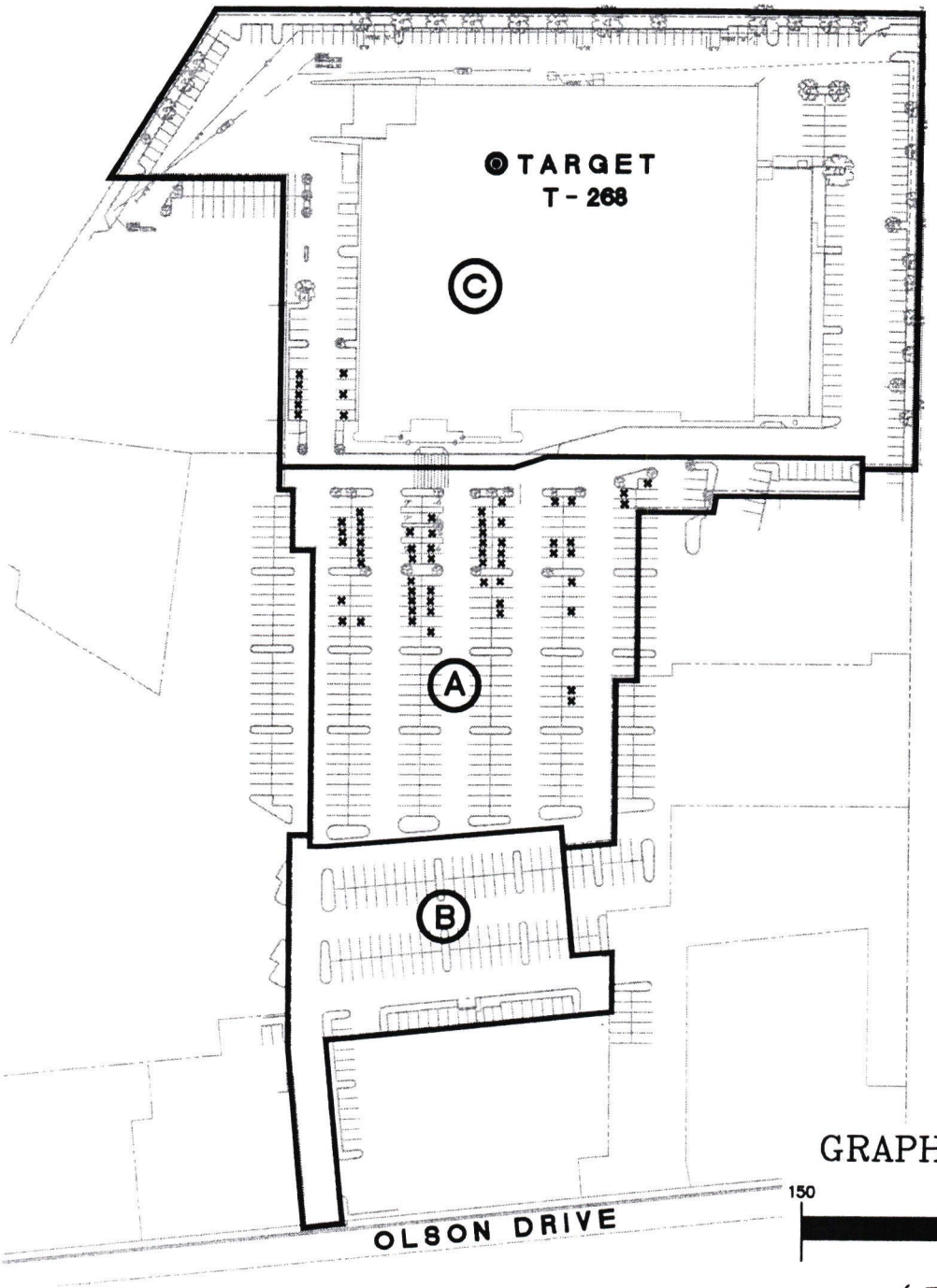
TARGET, T-268
10881 OLSON DRIVE
SACRAMENTO, CA

JOB NO: 5077
SCALE: 1"=150'
DATE: 08/27/05
SHEET: 12

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005

8:00 PM

ZONE A:	56
ZONE B:	0
ZONE C:	8



GRAPHIC SCALE

150 0 75 150

(IN FEET)

1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520

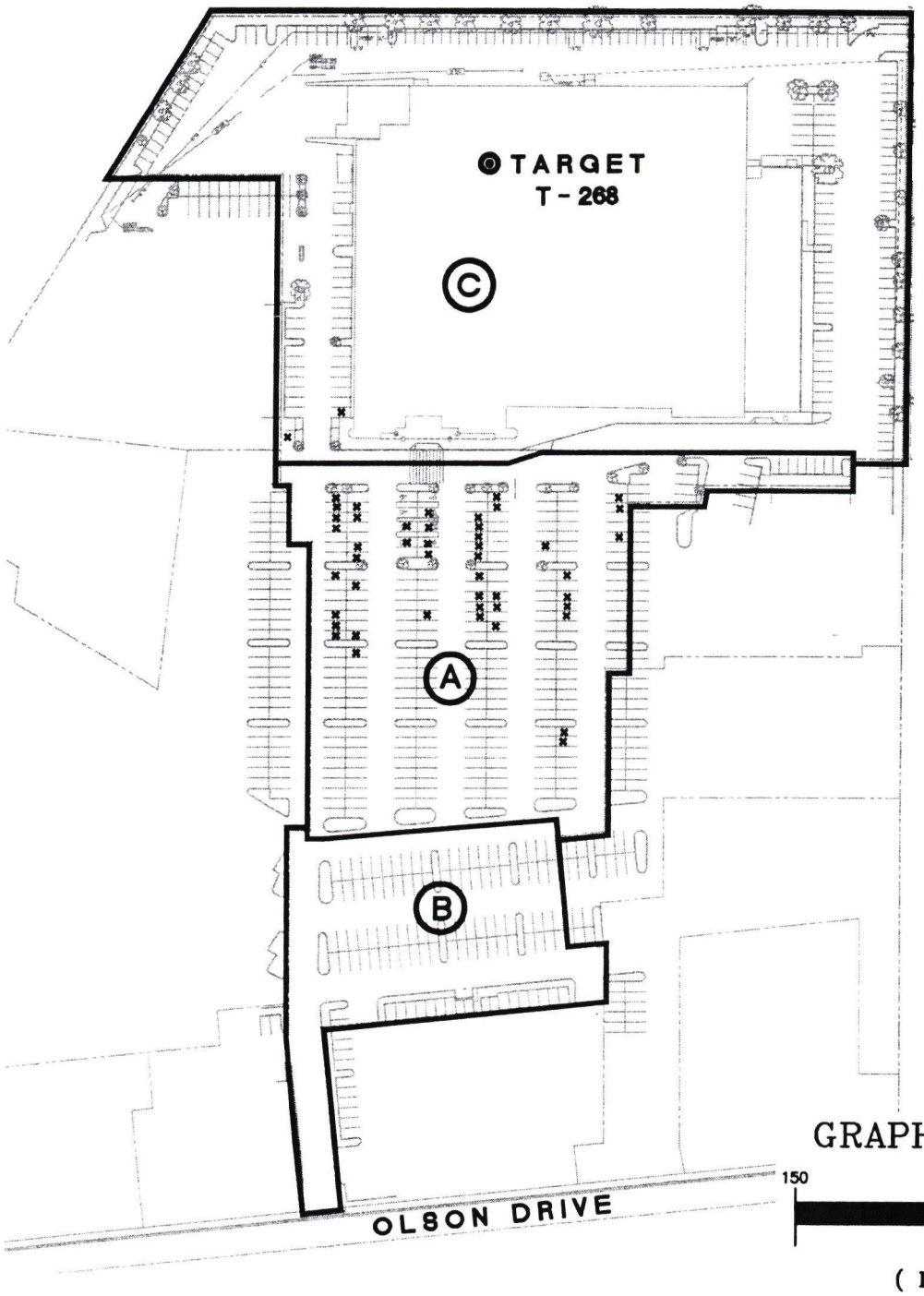
925-680-8406 FAX 925-680-8407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 13

PARKING ANALYSIS FOR SATURDAY AUGUST 27, 2005
9:00 PM

ZONE A: 46
ZONE B: 0
ZONE C: 2



GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

PACIFIC LAND SERVICES

2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406 FAX 925-680-6407

ENGINEERING ENTITLEMENT SURVEYING LANDSCAPE ARCHITECTURE

PARKING STUDY	JOB NO: 5077
	SCALE: 1"=150'
TARGET, T-268 10881 OLSON DRIVE SACRAMENTO, CA	DATE: 08/27/05
	SHEET: 14

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
October 13, 2005

1. CALL MEETING TO ORDER

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, October 13, 2005, 2005 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: Principal Planner, William Campbell; Assistant Planner, Anne Hersch; Commission Clerk, Sharon Kelso.

Role Call:

Commissioners Present: Burke, Konarski, Savorn, Smith, Vance
Commissioners Absent: Moe, Wentz

A. **Flag Salute** – Pledge of Allegiance was conducted.

B. **Approval of Agenda** – The Planning Commission reviewed the Agenda of the October 13, 2005 Meeting of the Planning Commission.

Action: Commissioner Savorn moved, second by Commissioner Vance , to approve the agenda of the October 13, 2005 Planning Commission Meeting. Motion was approved unanimously.

C. **Minutes** – The Planning Commission reviewed the Minutes of the September 22, 2005 Meeting of the Planning Commission.

Action: Commissioner Vance moved, second by Commissioner Kpnarski, to approve the Minutes of the September 22, 2005 Meeting of the Planning Commission as written and corrected. Motion was approved unanimously.

2. PUBLIC COMMENT – There were no public comments heard at this meeting.

3. PUBLIC HEARING

A. **Consideration of the Rezone, Conditional Use Permit and Design Review for FOLSOM LAKE IMPORTS – RC-05-158**

Request: The applicant has requested a Rezone from LC (Limited Commercial) to GC (General Commercial), a Conditional Use Permit to allow the sales of used automobiles, and Design Review for the remodel of the existing building for use as the sales office/showroom for high-end cars.
Project Applicant: Folsom Lake Imports, 7324 Folsom Blvd., Suite E, Sacramento, Ca, 95826
Project Location: APN: 058-0261-039, 1950 Zinfandel Drive

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Principal Planner, Bill Campbell recommended the Planning Commission table this item and re-notice at a future date.

The Commissioners had the following concerns and comments:

- There were no comments by the Planning Commissioners.

Action: NONE

Motion: Commissioner Vance moved, seconded by Commissioner Burke, that the Planning Commission table this item and re-notice at a later date.

Vote on the Motion:

AYES: Burke, Konarski, Savorn, Smith, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Moe, Wentz

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

B. **Consideration of the General Plan Amendment, Special Planning Area, Rezone Tentative Subdivision Map and Special Development Permit for THE PRESERVE - RC-03-052**

Request: Applicant is requesting General Plan Amendment from Agricultural to Residential and Commercial. A Special Planning Area Rezone, Tentative Subdivision Map, and Special Development Permit for a +/- 530-acre project, 2,415 single-family residential lots at various densities, including 5 DU/AC, 7 DU/AC, 15 DU/AC and 288 multi-family units at 20 DU/AC for a total of 2,703 dwellings, as well as an elementary school, neighborhood and community parks, a 17-acre commercial site and a 92.4-acre open space/wetland preserve.
Project Applicant: River West Investments, 7700 College Town Drive, #107, Sacramento, CA, 95826
Project Location: APN: 067-0040-008, East of Jaeger Road, South of Douglas Road

Principal Planner, William Campbell presented the staff report, explaining the California Environmental Quality Act (CEQA) process for an Environmental Impact Report (EIR) and introduced the entitlements of this project. An overview of the estimated timeline was offered and is as follows :

- October 18th – Anticipated filing date of EIR. 45 day public review period for EIR begins.
- October 27th – Review more specifically the EIR and the major issues covered in that document
- November 10th- Review the handbook and subdivision plans. Will bring forward draft conditions of approval for comment.

- December 8th –tentative- Summary of comments/concerns received during public review period.

Principal Planner Campbell accepted questions from the Commission in regard to the EIR and tentative outline:

- Will all the comments from the EIR be incorporated for the December 8th meeting? And these concerns be addressed as they arrive or as a collective? The Environmental team will address these concerns/comments as they are received. At the very least we should be able to present a summary of the comments at the December 8th meeting. Full responses may not be available, however, it would allow you to identify and consider all the concerns raised within the public review period.

With no further questions, Chair Smith opened the public hearing and took testimony from Tim Terrin representing the applicants, River West Investments, and AKT.

The Commissioners had the following concerns and comments:

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

No formal action was required by the Planning Commission at this time. This item was continued to the October 27, 2005 Regular Planning Commission meeting.

C. **Consideration of the Tentative Parcel Map for 2929 MATHER FIELD ROAD – RC-05-182**

Request: The applicant has requested a two lot parcel split at 2929 Mather Field Road.
Project Applicant: Olga & Mastafa Sehhat, 5229 Valonia Street, Fair Oaks, CA, 95628
Project Location: APN: 077-0030-005, 2929 Mather Field Road

Assistant Planner, Anne Hersch presented the staff report noting that the project failed to meet several provisions of the Rancho Cordova Zoning Code and California Subdivision Map Act, citing Section 66474 of the California Subdivision Map Act and made the following findings:

- The lack of street frontage creates a landlocked parcel
- The new parcel consistent with the General Plan
- The new parcel not suitable for development as an isolated, land-locked parcel
- The new parcel would be too small to support a feasible development
- Development of the isolated parcel could create public safety problems and could be difficult for public safety personnel to monitor and access the site.

The proposed parcel split meets the width and area requirements for RD-30 in the Rancho Cordova Zoning Code. However, the physical constraints of the site make it unsuitable for future development. In addition, the project is in conflict with the General Plan as the site lacks proper pedestrian and vehicular connectivity. Staff recommended the Planning Commission approve Resolution No. 48-2005 denying a Tentative Parcel Map at 2929 Mather Field Road, Project No. RC-05-182. As outlined in her presentation, the project fails to meet several provisions of the Rancho Cordova Zoning Code and California Subdivision Map Act.

The Commissioners had the following concerns and comments:

- In reference to apartments and development this parcel split was brought to us so the owner could sell the property with no inclination of what the buyer might do with the property. Is this based on the assumption that apartments would be built here and factoring in some of the difficulties the owner would have, if in fact in fact, he/she would put units in here? Yes. Based on its current designation, our development standards and the current zoning code.
- Was it explored, if the property behind the gas station could be purchased and used as direct public frontage? This property being split in an isolated form is the foremost concern. It would require the assembly of several parcels in order to create direct frontage in order to not take access through a parking area of a commercial business. There is nothing requiring this property to be joined to any other, keeping the property intact is the better option. One point that was not mentioned was the LC zoning allows apartments at a lesser density, 20 units per acre. As it stands right now this property could be developed as apartments. The split zone is a problem that needs to be addressed.
- If the other property was purchased would they still need an easement through the Straw Hat Pizza in order to exit? No. If they merged, a lot line adjustment could take place.

Chair Smith Opened the Public Hearing and took testimony from John Taylor, Caldwell Banker; Olga & Mostofa Sehhat, Property Owners; Vanessa Parra, employee of Property Owners/Straw Hat Pizza; Robert Ike, RFE Engineering.

- Can conditions of approval be applied to a parcel split. Some yes.
- What are some reasons why we should not allow them to liquidate the property? In allowing this property to split, the ownership is removed from a very responsible business owner and turned over to an unknown. It is not known who will buy it, what type of landlords they may be, or when or if they will come back with a project. It may sit vacant. Presently we have an owner who maintains the property and a presence. The argument is that the property is a nuisance/blighted area, however, the property may become more of a nuisance if we have an absent landlord. By splitting this property it may become move of a problem than just splitting it.
- Lacking any sense of what may go on this parcel creates more questions than answers by splitting it. Whether it remains to be done, there are safety and blight issues that need to be dealt with. We would be far better

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served to look at the options to keep it as it is, if it's expanding the business or use the entire lot as it exists now. There must be a better solution than splitting it.

- There is a lot more to consider than just subdividing a lot, we, as the Planning Commission, look at all the different issues and the future of this piece of property and all the pieces around it. That's why there is a concern about splitting this property, what you're hearing from this commission is that we would not support anything being developed on this parcel and that's why someone would be buying this property.
- What options do the property owners have to make this more palatable? Sell the property as a whole and contract with the new owner to lease the commercial space until such time as they are ready to leave the pizza business. Keep the property consolidated whether it stays LC or multifamily residential to keep in with the future direction the city is moving.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action: NONE

Motion: Commissioner Konarski moved, seconded by Commissioner Vance, to approve Resolution No. 48-2005 denying a Tentative Parcel Map at 2929 Mather Field Road, Project No. RC-05-182.

Vote on the Motion:
Roll Call Vote conducted.
AYES: Burke, Konarski, Smith, Vance,
NOES: NONE
ABSTAIN: Savorn
ABSENT: Moe, Wentz

There being 4 Ayes, 0 Noes, 1 Abstains, 2 Absentees, the motion is hereby declared to be passed.

D. **Consideration of the Amendment to the Conditional Use Permit for Fandango's RC-04-111**

Request: The applicant has requested an amendment to divide the lease space in order to separate adults that are 21 and over from those that are 18 through 21 and to change the genre from Latin to be inclusive of all genres.
Project Applicant: Edwards Inc. Rosa Lona/Edward Mandragon 993 Ferragamo Way, Elk Grove, CA 95758
Project Location: APN: 072 0280 053 0000, 10910 Olson Drive, Rancho Cordova, CA 95670

Principal Planner, William Campbell presented the staff report recommended the Planning Commission find the changed condition expanding the music genre would not result in a direct or reasonably foreseeable indirect physical change in

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the environment and is therefore exempt under Section 15061(b)(3) of the California Environmental Quality Act and approve Resolution 52-2005 amending the Conditions of Approval #6 as modified. Chair Smith opened the public hearing and took testimony from Ed Mondragon, property owner; Rancho Cordova Police, and Matt Cummings, Lincoln Village Neighborhood Association.

The Commissioners had the following concerns and comments:

- The commission has concerns due to the applicant's disregard for the conditions that were originally outlined in his proposal for Fandangos. The applicant set the standards for the type of music, price of admission and hours of operation. However, he has changed all three of these conditions without obtaining special use permits. The applicant stated that various events that violated these standards were not planned events. Commissioner Vance produced advertisements from local papers for these events. This gives way to another concern of false advertising that could lead to conflict with customers arriving at the club expecting certain entertainment based on local advertisements.
- Is there an active metal detector at Fandango's? Yes.
- Instead of mixing the ages it was suggested a night during the week dedicated to 18-20 yr. olds in order to draw that demographic.
- The applicant stated it took him 4 months to get in front of this Commission. Staff can you address the length of time? Twice the funds received from Mr. Mondragon did not clear the bank, the process was halted until funds were secured.
- The applicant claimed that Rancho Cordova City Staff indicated that you could proceed and play music that was not provisioned in your permit? Yes. (staff will follow up with City staff)

- Rancho Cordova Police are adamantly opposed to any change in conditions that would allow a mix of underage patrons with those of legal drinking age in a facility that serves alcohol. Equally, the Rancho Cordova Police Department is concerned about allowing a business that has been illegally operating to be allowed to modify their current conditions because the applicant missed his target audience. If the business continues to languish, based on the applicants past history, what will keep him from modifying his conditions to his own desires?

Additionally Matt Cummings on behalf of the Lincoln Village Neighborhood Association opposes approval of any change of original conditions.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action: NONE

Motion: Commissioner Konarski moved, seconded by Commissioner Savorn, to find the changed condition expanding the music genre would not result in a direct or reasonably foreseeable indirect physical change in the environment and is therefore exempt under Section 15061 (b)(3) of the California Environmental

Quality Act and approve Resolution 52-2005 amending the Conditions of Approval #6 as modified.

Vote on the Motion:

AYES:	Konarski, Smith, Savorn
NOES:	Burke, Vance
ABSTAIN:	NONE
ABSENT:	Moe, Wentz

There being 3 Ayes, 2 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

E. **Consideration of the Design Review Amendment and Special Review of Parking for Target – RC-05-150**

Request: The applicant has requested a Design Review Amendment to a previously approved project for exterior remodel The amendment will add an additional 5,000 sq. ft. the applicant has also requested a Special Review of Parking to reduce the required parking by approximately 50 spaces within the Zinfandel Plaza Shopping Center
Project Applicant: Pacific Land Services, John Warren, 2151 Salvio Street, #250, Concord, CA 94520
Project Location: APN: 072 0280 079, 10881 Olson Drive

Principal Planner, William Campbell presented the staff report recommended the Planning Commission find the project Categorically Exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines and adopt a resolution approving the modification to the first Target Remodel and the reduction of 52 parking spaces for Project No. RC-05-150, subject to the findings in the staff report and in accordance with the attached Design Review Package (Attachment 1) and Conditions of Approval (Attachment 2continue this item to the October 13, 2005 Regular Planning Commission Meeting. Chair Smith opened the public hearing and took testimony from Gregory Friel.

The Commissioners had the following concerns and comments:

- Proposed elevations show security lights behind the trees. Could these be moved for more visibility? These are aesthetic lights, there are many security lights in the parking area and both to the sides and rear of the building.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action: NONE

Motion: Commissioner Burke moved, seconded by Commissioner Konarski, to find the project categorically Exempt under Section 15301 (Existing Facilities) of

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the California Environmental Quality Act (CEQA) guidelines and adopt a resolution approving the modification to the first Target Remodel and the reduction of 52 parking spaces for Project No. RC-05-150, subject to the findings in the staff report and in accordance with the Design Review Package and Conditions of Approval.

Vote on the Motion:

AYES:	Burke, Konarski, Smith, Savorn, Vance
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	Moe, Wentz

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

Principal Planner, William Campbell, requested the Commissin deviate from the agenda to allow representatives from Sunridge East Properties to present their study session before the Zoning Text Amendment was heard. Chair Smith agreed. Without opposition, William Campbell proceeded with the study session for Sunridge East.

Sunridge East Properties-Study Session RC-05-124

Bret Hogge, River West Investments; Jim Galavan, Woodside Homes of Northern California and Thad Johnson, Pappas Investments, presented overviews of their respective plans.

The following is an outline of the projected timeline for presentation to the Planning Commission:

- October 13- The scope of the project is introduced to the Planning Commission and the Mitigated Negative Declaration is distributed.
- November 10- Staff anticipates the Planning Commission would begin it's public hearings in November and conclude the review by the end of the year.
- December 8- The Planning Commission would then forward a recommendation to the City Council for their consideration.

The Commissioners had the following concerns and comments:

- In which school district does this fall? And have we had any support of this project from them? Elk Grove Unified School District. Yes, EGUSD has reviewed the site plans and has been involved in the placement of the proposed campus.

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- Are there Senior Centers proposed on this site? Or areas that are affordable and suitable for elderly? There are smaller homes and town homes with adjacent community centers and are suited for seniors.
- Do these properties feed into the overall bike paths and circulation, transportation program for Rancho Cordova? Yes
- Has there been any consideration of Solar> we have not had positive feedback from SMUD regarding incentives for adding solar. The cost of adding solar adds about $25,000 to each home.

F. **Consideration of the Zoning Administrator Revisions – Zoning Text Amendment**

Request: Request for language modifications to Rancho Cordova Zoning Code, replacing "Zoning Administrator" with "Planning Director".

Assistant Planner, Anne Hersch presented the staff report recommended the Planning Commission find the project exempt under Section 15061 (b) (3) of the California Environmental Quality Act Guidelines and forward a recommendation to the City Council to adopt the draft Ordinance making language and authority changes to the Zoning Code.

The Commissioners had the following concerns and comments:

- Are there other municipalities that have Zoning Administrators? And is there a time in the future that we will need one? The Zoning administrator is not a job title it's a designated person who takes on that role. In this case we would be assigning it to the Planning Directors position.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action: NONE

Motion: Commissioner Konarski moved, seconded by Commissioner Vance , to find the project exempt under Section 15061 (b)(3) of the California Environmental Quality Act Guidelines and forward a recommendation to the City Council to adopt the draft Ordinance making language and authority changes to the Zoning Code.

Vote on the Motion:

AYES:	Burke, Konarski, Smith, Savorn, vance
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	Moe, Wentz

There being 5 Ayes, 0 Noes, 2 Abstains, 2 Absentees, the motion is hereby declared to be passed.

4. REGULAR CALENDAR

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A. Planning Commission Meeting of November 23, 2005. Consideration of cancellation for Holiday.—Consensus: meeting will be cancelled.
B. Planning Commission Training-There is no training schedule.

5. ACTION ITEMS

- There were no action items.

6. STAFF/COMMISSION COMMENTS

- Are there any regulations/ordinances in regard to the amount of window signage a store front may have?

7. FUTURE AGENDA ITEMS

- There were no Future Agenda Items scheduled at this meeting. A convenience store located in Goethe Center has nearly every inch of window space covered. Yes. We will refer it to Code Enforcement.
- Paul Junker, Planning Director, stated that a large number of meetings are forthcoming, a calendar will be compiled and distributed as soon as possible.

8. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 9:07 p.m., October 13, 2005, to the next scheduled meeting.

_____
Art Smith, Planning Commission Chair

_____
Paul Junker, Planning Director

ATTEST:

_____
Sharon Kelso, Commission Clerk

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MEMORANDUM

DATE: **November 7, 2005**

TO: **The Mayor and City Council**

FROM: **Anne Hersch, Assistant Planner**

SUBJECT: **Mather GET (GET H-A/GET H-B) Conditional Use Permit and Design Review**

OWNER / APPLICANT:	**REPRESENTATIVE:**
Sacramento Co. Water Agency 827 7th St. Room 301 Sacramento, CA 95814 Aerojet General Corporation P.O. Box 13222 M/S 5519 Sacramento, CA 95814 The Boeing Company 11500 Elks Circle Rancho Cordova, CA 95742	Central Valley Environmental Inc. Robert Fagerness 9718 Fair Oaks Blvd. # C Fair Oaks, CA 95628

PROJECT:	Conditional Use Permit/ Design Review
FILE:	RC-05-194
LOCATION:	10699 North Mather Boulevard
APN:	067-0010-062
PLANNER:	Anne Hersch, Assistant Planner

REQUEST

The applicant is proposing to construct a combined water treatment facility (at an undeveloped site at 10699 North Mather Boulevard) adjacent to an existing Sacramento County water storage facility. The treated groundwater is anticipated to be used as part of the Zone 40 water.

STAFF RECOMMENDATION

Staff recommends the Planning Commission determine the proposed project categorically exempt per Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources, Class 7, of the California Environmental Quality Act. Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

AGENDA ITEM # 15

SITE LOCATION



	Zoning and Land Use Designation	Existing Use
Subject Property	Mather Field SPA	Approved for construction and operation of a water treatment facility
North	Mather Field SPA	Water storage, treatment, and distribution by the SWCA
South	Mather Field SPA	Helicopter parking, mobile aviation fueling vehicles
East	Mather Field SPA	Stormwater drainage channel and vacant property (designated for residential development)
West	Mather Field SPA	Being developed for commercial uses

Figure 1. Site Location

ANALYSIS

Aerojet-General Corporation (Aerojet) and the Boeing Company (Boeing) have submitted an application for the construction and operation of a permanent groundwater treatment facility (Mather GET) to be located at 10699 North Mather Boulevard, north of Mather Boulevard and east of Femoyer St. The parcel is thirty-two acres. The project development site is one acre. The treatment facility will consist of two independent water treatment systems, Aerojet (GET H-A) and Boeing (GET H-B). These facilities are collectively referred to as Mather GET.

The GET H-A facility is associated with the Aerojet Western Groundwater Operable Unit (WGOU) and is needed for the treatment of groundwater extracted from the area north of the proposed facility.

The GET H-B facility is associated with the clean-up efforts of the Inactive Rancho Cordova Test Site (RCTS) located east of the proposed facility. Plans for this project include the construction of a treatment facility.

The Sacramento County Water Agency (SCWA) has entered into an agreement with Aerojet and Boeing and has "rights" to the treated groundwater. SCWA is currently evaluating future uses of the treated water as part of the Eastern Sacramento County Water Supply Project (Zone 40).

Groundwater will be extracted from the identified remediation areas and conveyed via buried pipelines to the treatment facility. The extracted groundwater will require treatment prior to discharge to the Sacramento County storm drain canal, located along the eastern perimeter of the proposed project. Perchlorate (a component of solid rocket propellants) and Trichlorethylene (a volatile organic compound) are the main groundwater chemical contaminants associated with clean-up.

The treated groundwater will be discharged into a Sacramento County storm water drainage channel located east and adjacent to the Project site. Modifications will be made to the drainage channel to accommodate County specific discharge outfall structure. Normal operation of the treatment facilities is not expected to create significant noise levels. The construction of the outfall structure also requires a County Water Agency Permit, an encroachment permit, and review by the California Department of Fish and Game. The applicant has provided this supplemental information with the application.

GET H-A and GET H-B will initially treat 1,500 gallons per minute (gpm) for a combined discharge of 3,000 gpm. At the final build out, the Mather GET will collectively be capable of treating up to 8,000 gpm. The SCWA may ultimately divert treated groundwater elsewhere and it is unclear at this time if the total build out flow rate would be discharged into the SCWA storm drainage canal.

Construction of the project is expected to last six months. The duration of operation of the Mather GET is dependent on groundwater clean-up times which are expected to exceed twenty years. Discharge of treated groundwater to the County storm drainage channel is anticipated to be interim until the Sacramento County Water Agency decides on final use options for the treated groundwater. At that time, discharge to the drainage canal may cease.

CONDITIONAL USE PERMIT

The applicant has applied for a conditional use permit to conduct groundwater extraction at 10699 Mather Blvd. The following finding and evidence support the request for a conditional use permit.

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

Evidence: The proposed project is located in the Mather SPA. The treated groundwater will be used by the Sacramento County Water Agency as part of the Eastern Sacramento County Water Supply Project. The Conditional Use Permit will allow the applicant to lawfully proceed with groundwater clean-up. Analysis by staff of the proposed project and the inclusion of Conditions of Approval ensure that there will be no negative impacts and the use will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the surrounding neighborhood.

DESIGN REVIEW

The basis for the review of this project is provided in the City's Design Review Ordinance and staff's reasons for recommending approval are described as follows:

Findings

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

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

The open air facility will have a concrete foundation and access entryway. The proposed building will house secondary containment, drainage sump, above and below ground piping, above ground surge and backwash tanks, above-ground treatment vessels, a discharge manhole, a discharge outfall, and electrical controls.

The existing site is enclosed by a barbed wire fence on the west side. The north, south, and east sides are enclosed by an 8' high solid masonry wall. Figure 2 shows details of the masonry

fence and vessel height. The exterior perimeter of the masonry wall will have a 10' wide landscape buffer with an automatic irrigation system. Landscaping will be present around the south and west sides of the project site. The east side of the project will feature a paved access road that is 14' feet wide centered along the right-of-way under the reciprocal access agreement. Figure 3 shows the landscape layout plans and access road.

The project site is not located near any centers of activity and is not expected to create disturbances. Activity will occur on site and will be screened by the masonry wall and landscaping.

The Mather GET facility is one of several water treatment facilities in the Rancho Cordova area. The proposed facility will accommodate the well and treatment facilities within an enclosed yard and provide necessary clean-up services.

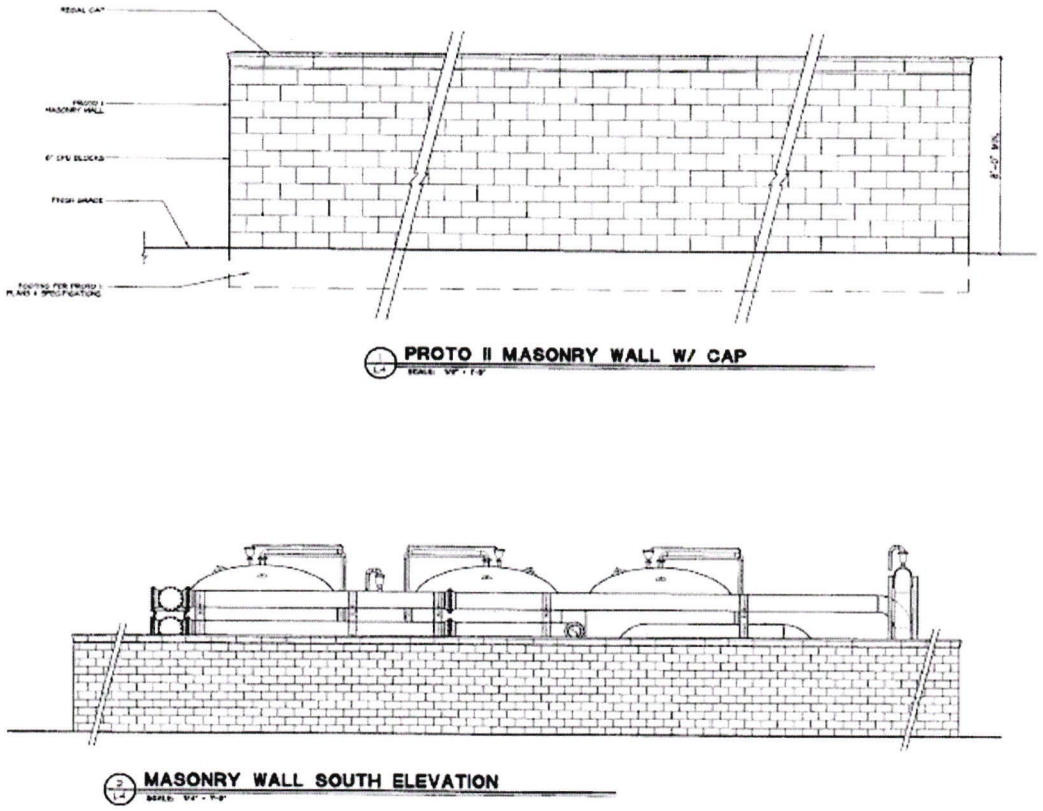


Figure 2. Masonry Wall and Vessel Height

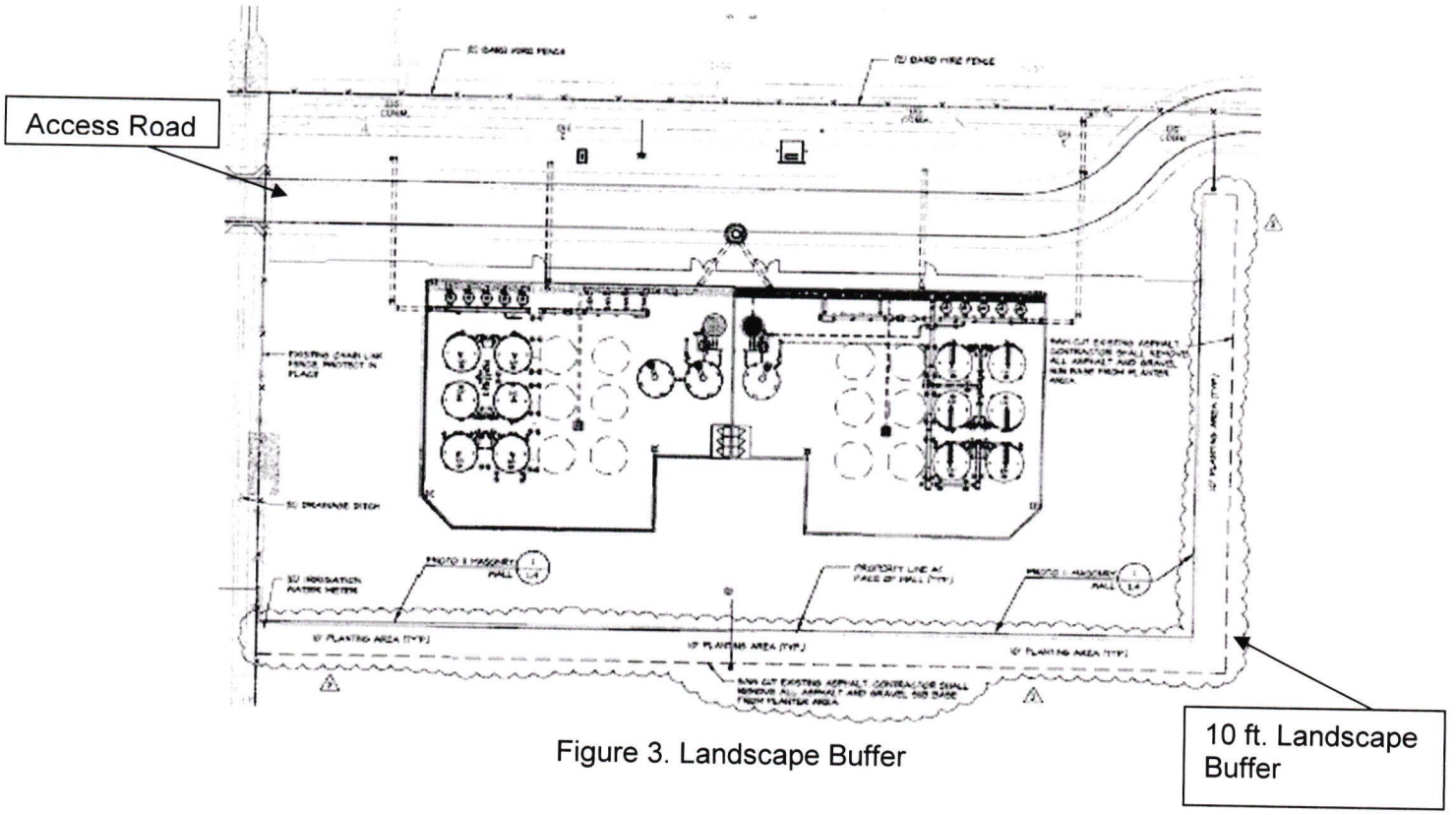


Figure 3. Landscape Buffer

CONCLUSION

The proposed construction and operation of the Mather GET facility will have minimal impacts on the community, surrounding land uses, and environment. Staff is recommending approval for the conditional use permit and design review of this project.

PLANNING COMMISSION COMMENTS

This project was presented before the Planning Commission on October 27, 2005. The project passed by a 6-0 vote. Commissioners expressed concern about barbed wire fencing that is proposed for the east side of the project site. The Commission would like to see visual screening such as vinyl slats installed to obscure the view of chain link and wire. The applicant is willing to make the suggested changes to the project plans. This has been added to the Conditions of Approval.

ENVIRONMENTAL ANALYSIS

The proposed project is categorically exempt per Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources, Class 7, of the California Environmental Quality Act. Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

FINANCIAL IMPLICATIONS TO CITY

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

RECOMMENDED MOTIONS

"I move the City Council find the project Categorically Exempt under Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources, Class 7, of the California Environmental Quality Act and adopt Resolution No. 138-2005, approving the Conditional Use Permit and Design Review for Mather GET, project number RC-05-194, subject to the findings in the Resolution and Conditions of Approval."

ATTACHMENTS

1. Project Plans (Exhibit A) and Conditions of Approval (Exhibit B)
2. Resolution No. 138-2005

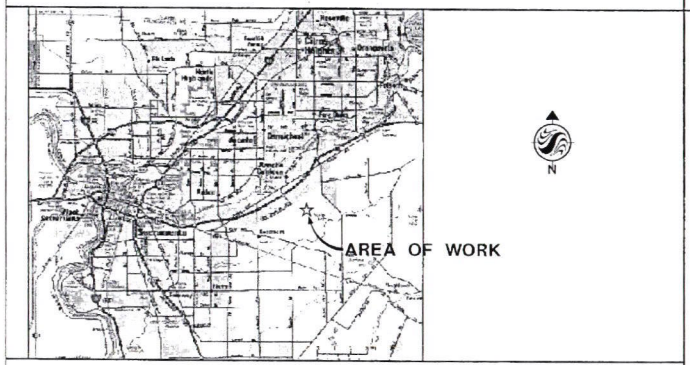
RECEIVED
AUG 26 2005
RANCHO CORDOVA
PLANNING

THE BOEING COMPANY

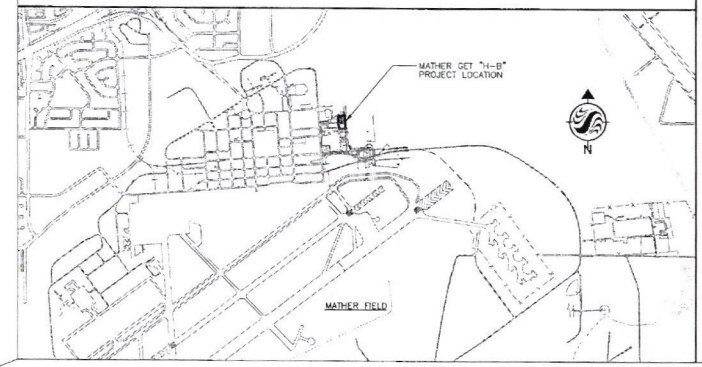
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM
MATHER GET 'H-B'

RANCHO CORDOVA, CALIFORNIA

VICINITY MAP



LOCATION MAP



DRAWING INDEX

TITLE

1	T1	TITLE SHEET	REV –

GENERAL

2	G1	ABBREVIATIONS, LEGEND AND SYMBOLS	REV –
3	G2	LOCATION MAP	REV –
4	G3	PROCESS FLOW DIAGRAM	REV –

CIVIL

5	C1	GENERAL NOTES AND DETAILS	REV –
6	C2	DETAILS	REV –
7	C3	CIVIL SITE PLAN	REV –

STRUCTURAL

8	S1	STRUCTURAL GENERAL NOTES	REV –
9	S2	FOUNDATION PLAN	REV –
10	S3	DETAILS	REV –
11	S4	DETAILS	REV –

MECHANICAL

12	M1	MECHANICAL SITE PLAN	REV –
13	M2	ENLARGED MECHANICAL SITE PLAN	REV –
14	M3	TANK ELEVATION	REV –
15	M4	MECHANICAL DETAILS	REV –
16	M5	MECHANICAL DETAILS	REV –
17	M6	FILTER VESSELS	REV –

ELECTRICAL

18	E1	ELECTRICAL ABBREVIATIONS AND LEGEND	REV –
19	E2	ELECTRICAL ONE LINE DIAGRAM	REV 1
20	E3	ELECTRICAL CONTROL PANEL SCHEMATIC	REV –
21	E4	ELECTRICAL CONTROL PANEL SCHEMATIC	REV –
22	E5	ELECTRICAL ENLARGED SITE PLAN	REV 1
23	E6	ELECTRICAL DETAILS	REV 1

PROCESS AND INSTRUMENTATION

24	I1	PROCESS AND INSTRUMENTATION LEGEND AND SYMBOLS	REV –
25	I2	PROCESS AND INSTRUMENTATION DIAGRAM	REV –

LANDSCAPE

26	L1	LANDSCAPE LAYOUT PLAN	REV –
27	L2	LANDSCAPE IRRIGATION PLAN	REV –
28	L3	LANDSCAPE PLANTING PLAN	REV –
29	L4	WALL ELEVATIONS	REV –
30	L5	LANDSCAPE CONSTRUCTION DETAILS	REV –
31	L6	LANDSCAPE CONSTRUCTION DETAILS AND AND IRRIGATION SCHEDULE	REV –

GENERAL NOTES

1. CONTRACTOR SHALL BE FAMILIAR WITH ALL BUILDING CODES, REGULATIONS AND LOCAL ORDINANCES HAVING JURISDICTION OVER THIS PROJECT AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH ANY WORK AFFECTED BY THE DISCREPANCY.
2. ALL DIMENSIONS SHOWN ON DRAWINGS SHALL BE VERIFIED BY CONTRACTOR AND IF THERE ARE DISCREPANCIES, CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PROCEEDING WITH ANY WORK AFFECTED BY THE DISCREPANCY.
3. ALL CONTRACTORS SHOULD VISIT THE SITE TO BECOME ACQUAINTED WITH CONDITIONS AFFECTING THEIR PARTICULAR WORK ON THIS PROJECT.
4. ENGINEER RESERVES THE COPYRIGHT TO ALL DRAWINGS AND DESIGNS.
5. DIMENSION TAKES PRECEDENCE OVER SCALE.
6. ANY DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS SHALL REQUIRE ENGINEERS APPROVAL PRIOR TO CONSTRUCTION.
7. WORK SHALL CONFORM TO ALL REQUIREMENTS OF THE "TECHNICAL SPECIFICATIONS FOR MATHER GET 'H-B'."
8. CONTRACTOR TO COORDINATE SUBCONTRACTORS TO ENSURE THAT ALL WORK INDICATED IN THESE CONSTRUCTION DOCUMENTS IS PERFORMED.
9. WHERE NO SPECIFIC DETAIL IS SHOWN, CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
10. ADDITIONAL GENERAL NOTES ARE PROVIDED ON OTHER SHEETS THROUGHOUT THIS DRAWING SET.

CONTACTS

BOEING ENVIRONMENTAL REMEDIATION	BRYAN MEYERS	(916) 803-3307
STANTEC CONSULTING	BRUCE BAKER	(916) 569-2500
SMUD ESTIMATOR REF #30044165	GAYLIN FLEMING	(916) 732-5801
SMUD INSPECTOR	RAY PADILLA	(916) 869-1357
SBC	KAREN MORALES	(916) 453-7300
SACRAMENTO CONTROL SYSTEMS	BOB RICE	(916) 638-0788

CITY OF RANCHO CORDOVA

APPROVED: _____ DATE: _____

TECH. DOC RELEASE	SYM	DATE	DESCRIPTION	DRAWN	CHECK
	1	7-20-05	SMUD REVISIONS		

REVISIONS

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	B. MEYERS	JULY 05
OPERATIONS		
ENVIRONMENTAL		
SAFETY		
FIRE SERVICES		
I.A.		
RELEASED FOR CONSTR		

BOEING

Stantec Consulting
2590 Venture Oaks
Sacramento, CA 95
Tel 916.569.2500 fa
www.stantec.com

PROJECT TITLE: MATHER GET "H-B"

DWG DESCRIPTION: TITLE SHEET

SCALE	DRAWING NO.	REF. NO.
AS NOTED	SFE-1756	T1 OF 1

SPEC NO: SP-1756

TECH. DOC RELEASE

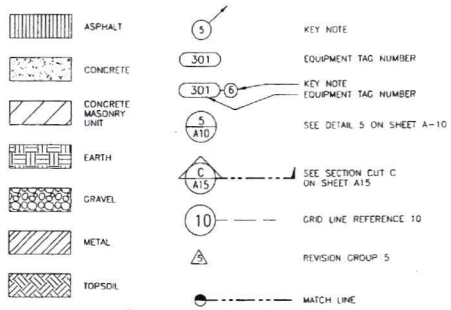
REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 22705
MECHANICAL
6-30-06
STATE OF CALIFORNIA

Exhibit A

ABBREVIATIONS

A.B.	ANCHOR BOLT
AB	AGGREGATE BASE
AB	AGGREGATE BASE
AC	ASBESTOS CEMENT/ ASPHALTIC CONCRETE
AL	ALUMINUM
A/E	ARCHITECT/ENGINEER
AFE	AEROJET FURNISHED EQUIPMENT
ARCH	ARCHITECTURAL
ASPH	ASPHALT
BLDG.	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM.	BEAM
BOS	BACK OF SIDEWALK
BOT.	BOTTOM
B.U.R.	BUILT UP ROOFING
C.B.	CONCRETE BLOCK
C.J.	CONTROL JOINT
CS	CARBON STEEL
CLG	CEILING
CLKG	CAULKING
CMU	CONC MASONRY UNIT
COL	COLUMN
COMP	COMPOSITION
CONC.	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
DBL	DOUBLE
DTL	DETAIL
DIA.	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DI	DUCTILE IRON
DIP	DUCTILE IRON PIPE
DR	DOOR
DRWG(S)	DRAWING(S)
DS	DOWNSPOUT
E	EAST
(E)	EXISTING
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL)
EQUIP	EQUIPMENT
EQ	EQUAL
EXH	EXHAUST
EXIST	EXISTING (SEE (E))
EXP	EXPANSION
FB	FLAT BAR
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FIN	FINISH
FLR	FLOOR
F.O.C.	FACE OF CONC.
F.O.F.	FACE OF FINISH
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
FT	FOOT OR FEET
FTG	FOOTING
FUR	FURRING
GA	GAUGE
GALV	GALVANIZED
G.I.	GALVANIZED IRON
GL	GLASS OR GLAZING
GR	GRADE
GSM	GALVANIZED SHEET METAL
GYP	GYPSUM
HB	HOSE BIBB
HC	HOLLOW CORE
HDR	HEADER
H.M.	HOLLOW METAL
HT	HEIGHT
I.D.	INSIDE DIAMETER
IN	INCH OR INCHES
INS	INSULATION
INV	INVERT
JST	JOIST
JT	JOINT
KPL	KICKPLATE
LB	LAG BOLT
LR	LONG RADIUS
LT	LIGHT
MAX	MAXIMUM
M.B.	MACHINE BOLT
MECH	MECHANICAL
MEMB	MEMBRANE
M.G.	MILLION GALLON
MTL	METAL
MFG.	MANUFACTURING
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MTD	MOUNTED
MU	MASONRY UNIT
N	NORTH
(N)	NEW
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NO.	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPNG	OPENING
OPP	OPPOSITE
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
PR	PAIR
PVC	POLYVINYL CHLORIDE
RA	RETURN AIR
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REG	REGISTER
REINF	REINFORCE
REQ'D	REQUIRED
RWL	RAIN WATER LEADER
S	SOUTH
SC	SOLID CORE
SCHED	SEWER DRAIN, STORM DRAIN
SCWA	SACRAMENTO COUNTY WATER AGENCY
SD	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SM	SHEET METAL
SQ	SQUARE
SR	SHORT RADIUS
SS	STAINLESS STEEL
SSK	SERVICE SINK
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
T&B	TOP & BOTTOM
TOC	TOP OF CURB OR CONCRETE
THR	THRESHOLD
THRU	THROUGH
TOW	TOP OF WALL
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VERT	VERTICAL
W	WEST
W/	WITH
WG	WIRE GLASS
WH	WATER HEATER
WI	WROUGHT IRON
W/O	WITHOUT
WP	WATERPROOF
WWF	WELDED WIRE FABRIC
YD	YARD

LEGEND AND SYMBOLS



REGISTERED PROFESSIONAL ENGINEER
BRUCE A BAKER
No. 9300
MECHANICAL
6-30-06
STATE OF CALIFORNIA

REVISIONS			
TECH DOC RELEASE	SYM	DATE	DESCRIPTION

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: ABBREVIATIONS, LEGEND AND SYMBOLS

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	G1
SPEC NO. SP-1756	TECH DOC RELEASE	



LOCATION MAP

SCALE: 1" = 1000'

PROJECT DESCRIPTION

1. THE PROJECT INCLUDES INSTALLATION OF TREATMENT EQUIPMENT AND SITE IMPROVEM NEW WATER TREATMENT FACILITY LOCATED AT MATHER STORAGE FACILITY.
2. TREATMENT EQUIPMENT INCLUDING ION EXCHANGE AND GAC VESSELS WILL BE PROVI BOEING (INDICATED HEREIN AS "BOEING FURNISHED EQUIPMENT" OF "BFE").

LEGEND

P3 + MONITOR WELL

EX-1 ▲ NEW EXTRACTION WELL

C1 △ EXISTING EXTRACTION WELL

REVISIONS

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: LOCATION MAP

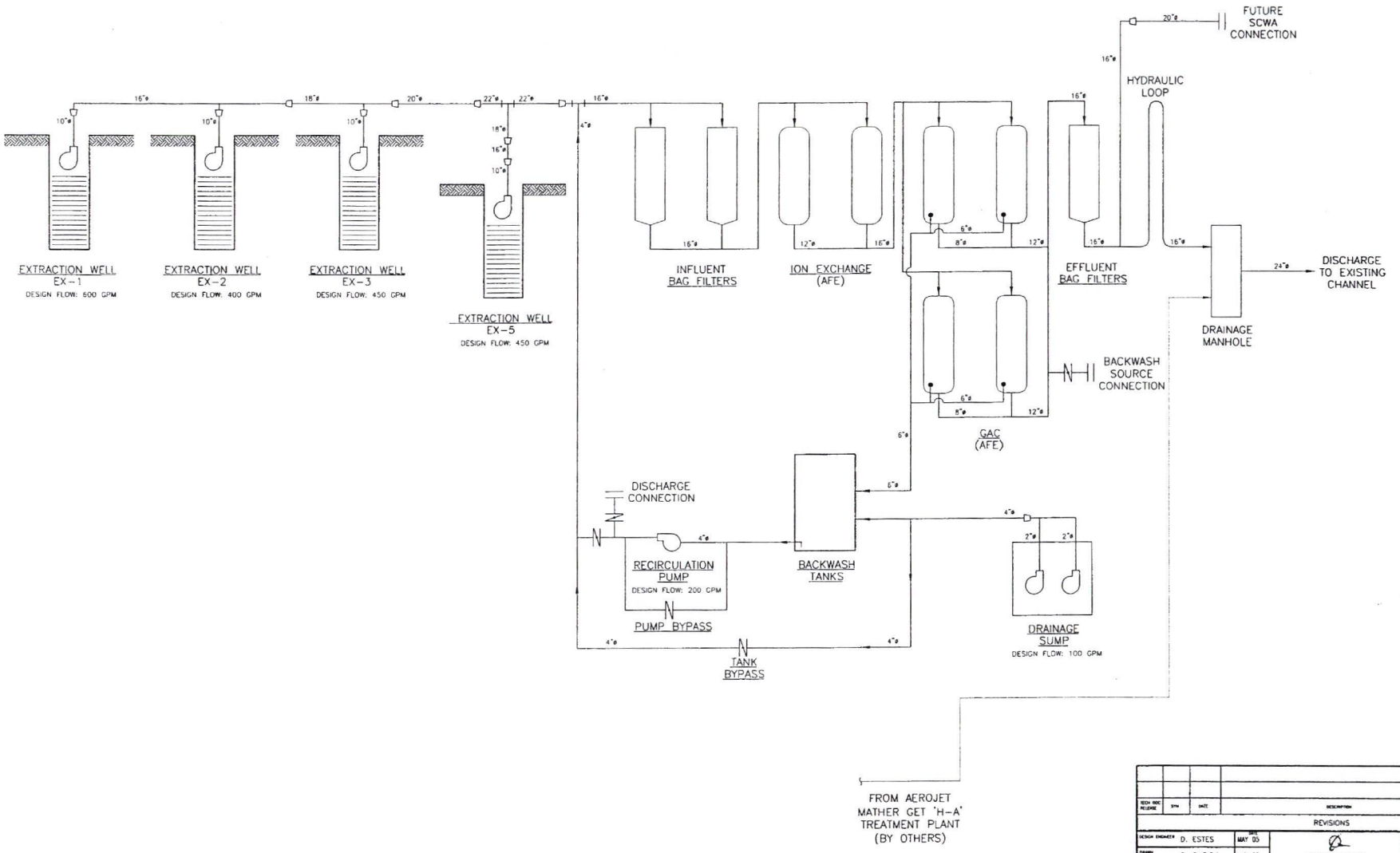
SCALE: AS NOTED

DRAWING NO.: SFE-1756

SHT. NO.: G2 OF

SPEC NO.: SP-1748

REGISTERED PROFESSIONAL ENGINEER BRUCE A. BAKER No. 93008 MECHANICAL 5-30-06 STATE OF CALIFORNIA



1 / G3 **PROCESS FLOW DIAGRAM**
SCALE: NONE

REVISIONS

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 93006 — MECHANICAL — 9-30-05 — STATE OF CALIFORNIA

PROJECT TITLE: **MATHER GET "H-B"**

DWG DESCRIPTION: PROCESS FLOW DIAGRAM

SCALE	AS NOTED	DRAWING NO.	SFE-1756
SPEC NO.	SP-1756	TECH DOC RELEASE	

COUNTY REQUIRED NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS AND IMPROVEMENT STANDARDS. WHERE INCONSISTENCIES EXIST, THE LATEST EDITION SHALL TAKE PRECEDENCE.
2. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 06-12 OF THE STANDARD CONSTRUCTION SPECIFICATIONS AND AS DIRECTED BY THE COUNTY INSPECTOR. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
3. THE CONSULTING ENGINEER SHALL NOTIFY THE COUNTY OF SACRAMENTO CONSTRUCTION INSPECTION OFFICE UPON COMPLETION OF STAKING. (PHONE 875-2700)
4. THE CONTRACTOR SHALL NOTIFY THE COUNTY OF SACRAMENTO CONSTRUCTION INSPECTION OFFICE TWO WORKING DAYS PRIOR TO THE INTENTION TO COMMENCE WORK. THE CONTRACTOR SHALL NOT START ANY GRADING UNTIL THE COUNTY COMPLETES A PRE-CONSTRUCTION MEETING. (PHONE 875-2700)
5. THE COUNTY OF SACRAMENTO IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE CALL PROGRAM. THE CONTRACTOR OR ANY SUB CONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. TWO WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER: 1-800-227-2600. THOMAS BROTHERS MAP PAGE280 INDEX 5-B AND 6-B, 2003 EDITION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
7. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH SECTION 11 OF THE COUNTY OF SACRAMENTO IMPROVEMENT STANDARDS.

SUPPLEMENTAL NOTES

1. GENERAL CONTRACTOR TO BE FAMILIAR WITH AND IMPLEMENT EROSION AND SEDIMENT CONTROL MEASURES SPECIFIED WITHIN SACRAMENTO COUNTY IMPROVEMENT STANDARD SECTION 11.
2. THE EXISTING UTILITIES ARE PLOTTED FROM AVAILABLE RECORDS. THE CONTRACTORS SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT THESE UTILITIES. THE ENGINEER MAKES NO WARRANTY AS TO THE EXISTENCE OF ANY UTILITIES OR STRUCTURES NOT SHOWN IN AVAILABLE RECORDS OR THESE PLANS.
3. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION AND REPAIR OF DAMAGE TO THEM. THE CONTRACTOR SHALL POTHOLE IN AREAS OF SHALLOW OR CONGESTED UTILITIES IN ORDER TO DETERMINE EXACT LOCATIONS OF UTILITIES AS REQUIRED DURING CONSTRUCTION ACTIVITIES. STREET LIGHT CONDUIT IS NOT LOCATED. CONTRACTOR TO FIELD VERIFY.
4. ALL POWER POLES, JOINT POLES, ELECTRIC BOXES, TELEPHONE MANHOLES, GAS VALVES, ETC., SHALL BE REMOVED OR ADJUSTED TO FINISH GRADE AS REQUIRED BY THE UTILITY COMPANIES. CONTRACTOR TO COORDINATE REMOVAL OR ADJUSTMENT OF FACILITIES WITH THE UTILITY AGENCIES.
5. PRIOR TO TRENCHING FOR ANY SEWER, WATER, OR STORM DRAIN PIPE, THE CONTRACTOR SHALL VERIFY IN THE FIELD THE SIZE AND LOCATION OF EXISTING PIPE AT THE POINT OF CONNECTION. ANY DEVIATION FROM THE PLANS SHALL BE RESOLVED BY THE ENGINEER PRIOR TO TRENCHING.
6. UNAUTHORIZED CHANGES AND USES. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVATION OF ALL EXISTING FACILITIES LANDSCAPING, SIDEWALKS, PAVING, AND OTHER IMPROVEMENTS ADJACENT TO, OR NEAR, THE AREA OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGES CAUSED BY EXECUTION OF THE WORK, AND THE CONTRACTOR SHALL RETURN ALL AREAS TO THEIR ORIGINAL CONDITION OR BETTER.

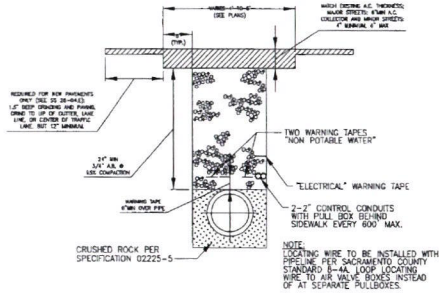
LEGEND

PROPOSED		EXISTING	
WATER MAIN	8"W	WATER MAIN	8"W
BUTTERFLY VALVE		WATER VALVE	
AIR RELEASE VALVE		AIR RELEASE VALVE	
STORM DRAIN LINE	18"SD	STORM DRAIN	33"SD
DRAIN MANHOLE		MANHOLE	
PAVEMENT SLOPE	0.5%	PAVEMENT SLOPE	0.5%
PAVEMENT REMOVAL		DRAIN INLET	
FIRE HYDRANT		FIRE HYDRANT	
LIGHT POLE		ELECTRICAL LINE	E
		GAS LINE	G
		ELECTRICAL BOX	
		OVERHEAD ELECTRIC LINE	OH

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
CMP	CORRUGATED METAL PIPE
C/L	CENTER LINE
D	DRAIN
DI	DRAIN INLET
DIP	DUCTILE IRON PIPE
ELEV.	ELEVATION
(EX)	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
MH	MANHOLE (DRAIN)
P.C.C.	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
PVC	POLY-VINYL-CHLORIDE
PVMT.	PAVEMENT
RCP	REINFORCED CONCRETE PIPE
S	SANITARY SEWER
STA.	STATION
TOC	TOP OF CURB
WM	WATER MAIN

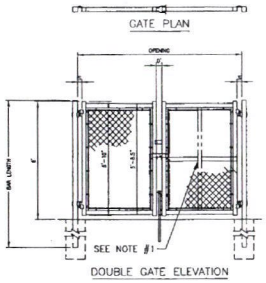
TRENCH REQUIREMENTS IN EXISTING PAVED AREAS AND WITHIN 5 FEET OF EXISTING PAVED AREAS



NOTE: LOCATING WIRE TO BE INSTALLED WITH PIPELINE PER SACRAMENTO COUNTY STANDARD B-4A. LOOP LOCATING WIRE TO AIR VALVE BOXES INSTEAD OF AT SEPARATE PULLBOXES.

1 C1 TRENCH SECTION IN IMPROVED AREAS

SCALE: N.T.S.

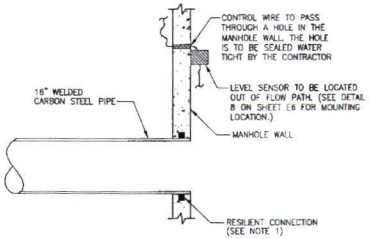


NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY MASTER-HALCO ONLY.
2. CENTER UPRIGHT REQUIRED ON GATE LEAVES 8'-0" [2438MM] & WIDER. CENTER RAIL REQUIRED ON GATE LEAVES 10'-0" [3048MM] & HIGHER.

DOUBLE LEAF GATES		
OPENING	GATE POSTS	HINGE SPACE (S)
FACE TO FACE	SQ & RND SIZES	POST TO UPRIGHT
14'-0" [4267MM] THROUGH 24'-0" [7315MM]	3" [76MM] SQ OR 4" [102MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]

2 C1 TYPICAL SWING GATE WITHOUT BARBED WIRE

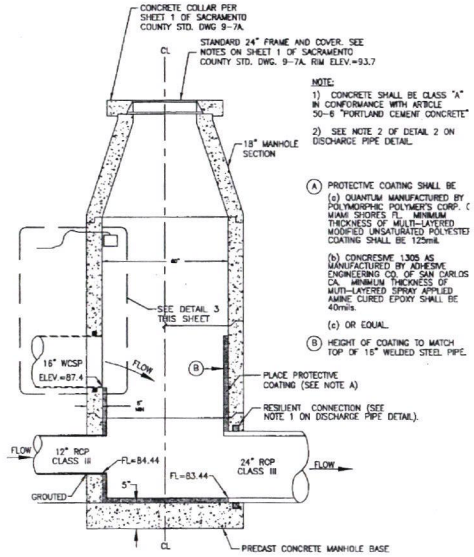
SCALE: N.T.S.



NOTES:
1. ON ALL PIPES UP TO 30" I.D. USE FLEXIBLE COMPRESSION GASKET OR BOOT CONNECTION CONFORMING TO ASTM C-923. CONNECTION SHALL BE WATER AND SOIL TIGHT. FOR PIPES GREATER THAN 30" I.D., A WATER STOP CONFORMING TO ASTM C-923 SHALL BE USED.
2. RISER SECTION, CONES, AND ADJUSTING RINGS SHALL CONFORM TO ASTM C-478.
3. ALL JOINTS SHALL BE MADE WITH PRE FORMED PLASTIC JOINT SEALING COMPOUND. FOLLOWING INSTALLATION GROUT ALL INTERIOR AND EXTERIOR JOINTS.
4. CONCENTRIC COMPONENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. PRECAST MANHOLES SHALL BE SIZED TO PROVIDE THE FOLLOWING: THE ANNULAR SPACE ON THE INSIDE OF THE MANHOLE BARREL BETWEEN CORED PIPE CONNECTION HOLES SHALL BE A MINIMUM OF 10 INCHES. IF THE CONNECTION HOLE IS CAST MONOLITHICALLY WITH THE MANHOLE BARREL, THE MEASUREMENT SHALL BE TAKEN FROM THE FINISHED CONCRETE CONNECTION SURFACE.
6. SEE SECTION 39, MANHOLES, COUNTY OF SACRAMENTO PUBLIC WORKS AGENCY STANDARD CONSTRUCTION SPECIFICATIONS.

3 C1 DISCHARGE PIPE DETAIL

SCALE: N.T.S.



NOTE:
1) CONCRETE SHALL BE CLASS "A" IN CONFORMANCE WITH ARTICLE 90-6 "PORTLAND CEMENT CONCRETE"
2) SEE NOTE 2 OF DETAIL 2 ON DISCHARGE PIPE DETAIL.

(A) PROTECTIVE COATING SHALL BE
(a) QUANTUM MANUFACTURED BY POLYMORPHIC POLYMER'S CORP. MIAMI SHORES, FL. MINIMUM THICKNESS OF MULTI-LAYERED MODIFIED UNSATURATED POLYESTER COATING SHALL BE 125mil.
(b) CONCRESIVE 1305 AS MANUFACTURED BY ADHESIVE ENGINEERING CO. OF SAN CARLOS CA. MINIMUM THICKNESS OF MUTI-LAYERED SPRAY APPLIED AMINE CURED EPOXY SHALL BE 40mils.
(c) OR EQUAL.

(B) HEIGHT OF COATING TO MATCH TOP OF 16" WELDED STEEL PIPE.

4 C1 DISCHARGE MANHOLE

SCALE: N.T.S.

REVISIONS

TECH SVC RELEASE	STM	DATE	DESCRIPTION	DRAWN / CHECK
DESIGN ENGINEER	I. JOSIFEK	JULY 05		
DRAWN	I. JOSIFEK	JULY 05		
PROJECT ENGINEER	B. MEYERS	JULY 05		

BOEING

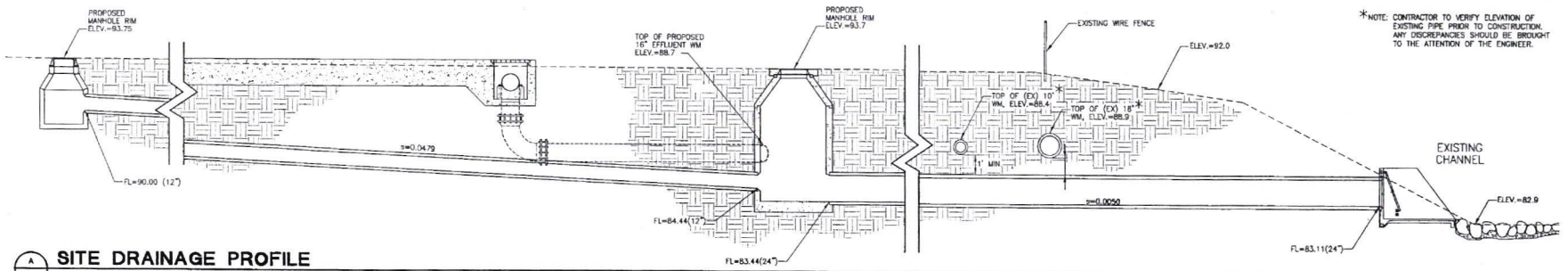
Stantec Consulting, 2890 Inverness Drive, Sacramento, CA 95, Tel. 916.00.2500

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: GENERAL NOTES & DETAILS

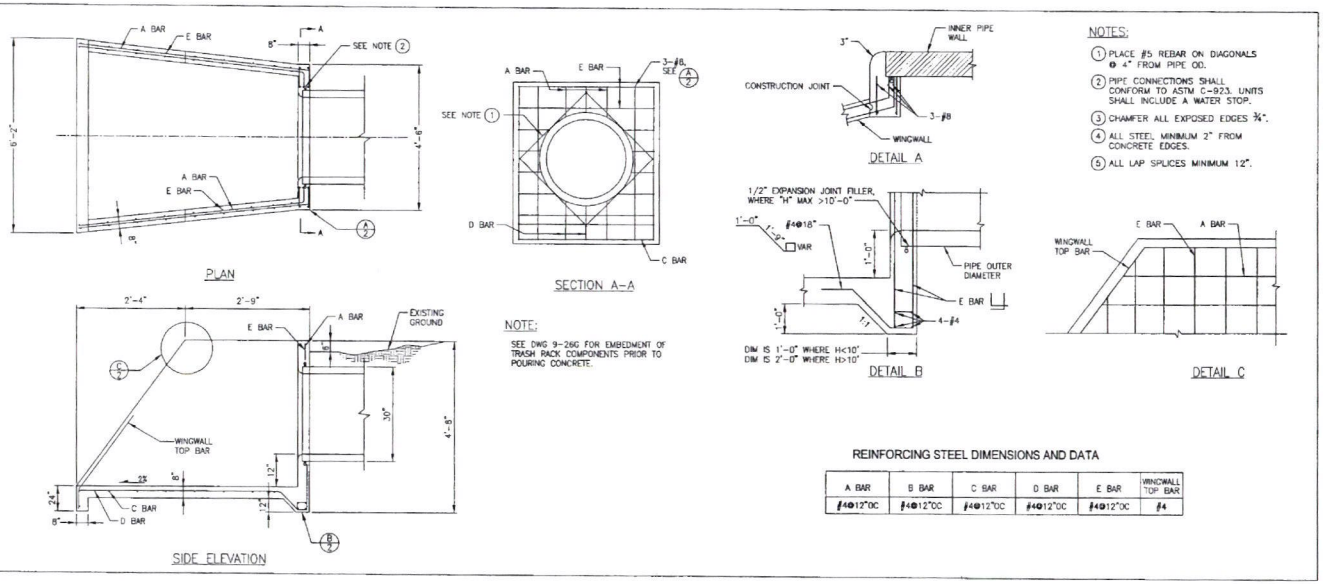
SCALE	DRAWING NO.	SHT. NO.
AS SHOWN	SFE-1756	C1 OF 3
SPEC NO. SP-1756	TECH SVC RELEASE	

REGISTERED PROFESSIONAL ENGINEER — WILLIAM LEE O'HALLORAN — No. 36985 — Exp.6/30/06 — CIVIL — STATE OF CALIFORNIA



A / C2 SITE DRAINAGE PROFILE

SCALE: 1" = 4'



NOTE:
SEE DWG 9-26G FOR EMBEDMENT OF TRASH RACK COMPONENTS PRIOR TO POURING CONCRETE.

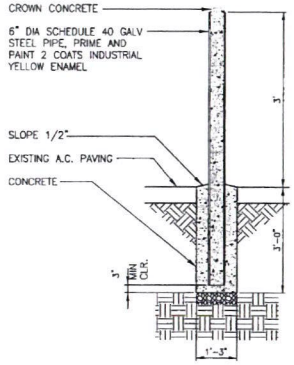
NOTES:
1. PLACE #5 REBAR ON DIAGONALS @ 4" FROM PIPE OD.
2. PIPE CONNECTIONS SHALL CONFORM TO ASTM C-923. UNITS SHALL INCLUDE A WATER STOP.
3. CHAMFER ALL EXPOSED EDGES ¾".
4. ALL STEEL MINIMUM 2" FROM CONCRETE EDGES.
5. ALL LAP SPLICES MINIMUM 12".

REINFORCING STEEL DIMENSIONS AND DATA

A BAR	B BAR	C BAR	D BAR	E BAR	WINGWALL TOP BAR
#4@12"OC	#4@12"OC	#4@12"OC	#4@12"OC	#4@12"OC	#4

1 / C2 PIPE HEADWALL, ENDWALL WINGWALL STRUCTURE MODIFIED SACRAMENTO COUNTY STANDARD 9-26H

SCALE: N.T.S.



2 / C2 PERMANENT BOLLARD

SCALE: N.T.S.

REGISTERED PROFESSIONAL ENGINEER ISMAEL "S" JOSIFEK No. 36985 Exp. 6/30/06 CIVIL STATE OF CALIFORNIA

PAGE 6 OF 31

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECK

REVISIONS

DESIGN ENGINEER	I. JOSIFEK	JULY 05
DRAWN	I. JOSIFEK	JULY 05
PROJECT ENGINEER	B. MEYERS	JULY 05

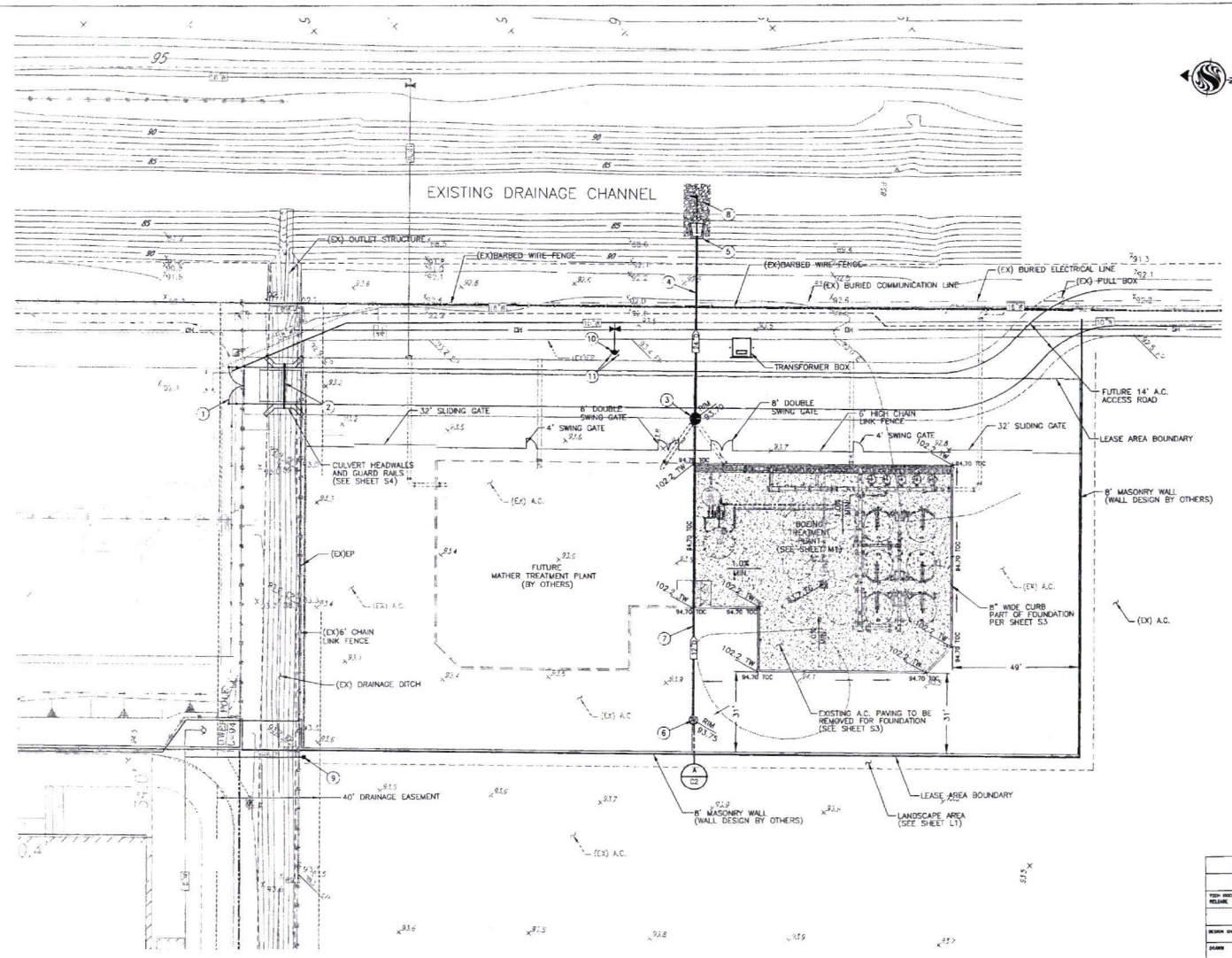
BOEING

Stantec Consulting 3590 Northern Drive Sacramento, CA 95... Tel. 916/386-2160 Fax www.stantec.com

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: DETAILS

SCALE	DRAWING NO.	SHT. NO.
AS SHOWN	SFE-1756	C2 OF 3
SPEC NO. SP-1756	TECH DOC RELEASE	



CONSTRUCTION NOTES

1. CONSTRUCT 14' WIDE DOUBLE SWING GATE. SEE DETAIL ON SHEET C1.
2. PLACE 17 LF OF 30" CONCRETE ENCASED GALVANIZED CMP. FLOW LINE A SLOPE OF PIPE ARE TO MATCH THE EXISTING DRAINAGE DITCH.
3. CONSTRUCT 60" STANDARD PRECAST MANHOLE AND COVER PER SACRAMENTO COUNTY STANDARD 9-78 & 9-10. SET RIM TO MATCH EXISTING GRADE. SEE DETAIL ON SHEET C1.
4. PLACE 67 LF OF 24" RCP, FL AT MH=83.44, FL AT OUTLET=83.11, S=0.0
5. CONSTRUCT CONCRETE OUTLET STRUCTURE PER DETAIL ON SHEET C1.
6. CONSTRUCT 36" TYPICAL PRECAST MANHOLE WITH GRATE COVER PER SACRAMENTO COUNTY STANDARDS 9-78 & 9-11. RIM ELEV.=93.75.
7. PLACE 116 LF OF 12" RCP, FL AT MH#6=90.00, FL AT MH#3=84.44, S=0
8. PLACE 10' x 20' GROUTED COBBLE EROSION CONTROL OUTFALL. COBBLES BE 6" MINIMUM IN DIAMETER.
9. INSTALL 1" WATER SERVICE WITH METER PER SACRAMENTO COUNTY STANDA NO. 8-1 AND 8-6A.
10. INSTALL FIRE HYDRANT AND ASSEMBLY PER SACRAMENTO STANDARD 8-2B.
11. CONSTRUCT BOLLARDS FOR FIRE HYDRANT PROTECTION PER DETAIL 2 ON S C2. BOLLARDS ARE TO BE CONSTRUCTED 1' IN FRONT OF AND 1.5' EITHER OF THE HYDRANT.

A C3 CIVIL SITE PLAN

SCALE: 1 : 20

REVISIONS

DESIGN ENGINEER	I. JOSIFEK	JULY 05
DRAWN	I. JOSIFEK	JULY 05
PROJECT ENGINEER	B. MEYERS	JULY 05

BOEING

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: CIVIL SITE PLAN

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	C3 OF 3
SPEC NO. SP-1756	TECH. DOC. RELEASE	

REGISTERED PROFESSIONAL ENGINEER MITCHELL O'GRADY No. 36985 Exp.6/30/08 CIVIL STATE OF CALIFORNIA

GENERAL NOTES

INTENT OF DRAWINGS AND NOTES

1. TYPICAL DETAILS AND GENERAL NOTES APPLY TO ALL PARTS OF THE WORK UNLESS SPECIFICALLY DETAILED OR NOTED OTHERWISE ON THE PLANS.
2. WHERE NECESSARY CONFLICTS IN THE PLANS WITH THE ARCHITECTURAL DRAWINGS REFERENCE PROCEDURE SHOWN IN CONSTRUCTION DIMENSIONS TAKE PRECEDENCE OVER SCALE OF DRAWINGS. HOWEVER, ANY WORK DONE CONTRARY TO SUCH DISCREPANCIES MAY BE NOTED.
3. THESE STRUCTURAL DRAWINGS SHOW ONLY THE PERMANENT STRUCTURAL SYSTEM. REFERENCES TO STRUCTURAL SYSTEM

GENERAL

1. ALL CONSTRUCTION METHODS AND EQUIPMENT USED IN PERFORMANCE OF THE WORK SHALL CONFORM TO ALL APPLICABLE REGULATIONS.
2. DURING THE CONSTRUCTION PERIOD THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE STRUCTURE. THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING, SHORING, AND GUYING IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
3. ALL APPLICABLE FEDERAL, STATE OR LOCAL SAFETY LAWS AND REGULATIONS SHALL BE OBSERVED. THE CONSTRUCTION SAFETY AND HEALTH ACT AND THE OCCUPATIONAL SAFETY ACT SHALL BE MET.
4. ALL ERECTION PROCEDURES SHALL CONFORM TO OSHA STANDARDS. ANY DEVIATION MUST BE APPROVED BY OSHA PRIOR TO ERECTION.
5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, BRACING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, UTILITIES AND ROADS IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AS WELL AS TEMPORARY BRACING AND SHORING OF THE STRUCTURE AND ADJACENT STRUCTURES AND UTILITIES AS REQUIRED TO PROTECT THEM FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER AT LEAST 48 HOURS BEFORE ANY EXCAVATION IS STARTED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO THE LINES, GRADES, AND DIMENSIONS SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE PLANS BEFORE BEGINNING WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
8. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR BEFORE SUBMITTAL TO THE ENGINEER FOR REVIEW. WORK PERFORMED WITHOUT SUCH REVIEW MAY BE REJECTED.
9. ALL DETAILS DESIGNED AS "STANDARD" OR "TYPICAL" SHALL APPLY TO ALL APPLICABLE CONDITIONS IN ADDITION TO THOSE SPECIFICALLY REFERENCED ON DETAILS AND SECTIONS.
10. DRAWINGS INDICATE SCHEMATIC AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE SIMILAR TO THOSE SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW BY THE ENGINEER.
11. CIVIL PLANS ARE CONSIDERED A PART OF THE STRUCTURAL DESIGN DRAWINGS AND ARE TO BE USED TO DERIVE DETAIL CONSTRUCTION INCLUDING BUT NOT LIMITED TO, RELATIVE LOCATION AT GRADE, ELEVATION, LOCATION OF ALL OPENINGS, ETC.
12. DETAILS AND DIMENSIONS OF EXISTING CONDITIONS SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED AS TO ACCURACY. THE CONTRACTOR SHALL VERIFY EITHER BY FIELD MEASUREMENT OR DETAILED DIMENSIONS.
13. ALL NECESSARY PERMITS, LICENSES, APPROVALS, FEES, NOTICES, ETC., SHALL BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION AND SHALL BE PAID FOR BY THE CONTRACTOR.
14. NO PIPES OR DUCTS SHALL BE EMBEDDED INTO STRUCTURAL MEMBERS OR FOUNDATION CONCRETE UNLESS SHOWN ON THE PLANS OR APPROVED BY THE ENGINEER.

DESIGN CRITERIA

CODE: 1. MAY 2005 CALIFORNIA BUILDING CODE (CBC) (INCLUDING):

2. 2002 CALIFORNIA MECHANICAL CODE (UMC) AS AMENDED BY CITY OF LOS ANGELES.
3. 2001 CALIFORNIA PLUMBING CODE (UPC) AS AMENDED BY CITY OF LOS ANGELES.

TESTS AND INSPECTIONS

SPECIAL TESTS AND INSPECTIONS SHALL BE IN ACCORDANCE WITH CHAPTER 17 OF THE 2001 CBC. TESTS SHALL BE DONE BY AN INDEPENDENT TESTING AGENCY, PREQUALIFIED BY THE OWNER. TEST AND INSPECTION REPORTS SHALL BE SUBMITTED TO THE APPROVAL TO THE ENGINEER FOR REVIEW AND/OR, IF SUBMITTED DIRECTLY TO THE CITY, AS REQUIRED BY THE CITY.

TESTS	INSPECTIONS
☐ WELD CONNECTIONS	☐ PRIOR TO WELDING
☐ HIGH-STRENGTH BOLTS	☐ HIGH-STRENGTH BOLTING
☐ CONCRETE	☐ REINFORCING PLACEMENT
☐ CONCRETE, SPECIAL	☐ CONCRETE PLACEMENT
☐ MASONRY	☐ MASONRY (SPECIAL INSPECTION)
☐ SOILS	☐ FIELD WELDING
☐ EXCAVATION AND FILL	☐ HIGH-STRENGTH BOLTING
☐ SHOTCRETE APPLICATION	☐ SOILS
☐ SHOTCRETE	☐ EXCAVATION AND FILL

SPECIAL INSPECTION IS NOT REQUIRED FOR WORK DONE BY AN APPROVED FABRICATOR IN ACCORDANCE WITH 2001 CBC SECTION 1701.2, AND PRESENTED TO WORK SITE FOR STRUCTURAL ERECTION.

FOUNDATION / EARTHWORK

1. EXCAVATION DESIGNED BASED ON ASSUMED CAPACITY OF 1000 PSF (2000 PSF WITH 1/3 INCREASE FOR WIND OR SEISMIC) FOR FOUNDATION COMPACTED AND LEVELED WITH WEDGE FILL.
2. MATERIAL FOR USE AS BACKFILL SHALL CONSIST OF THE EXCAVATED MATERIAL FROM THE SITE, APPROVED BY THE ENGINEER AND SHALL BE FREE OF ORGANIC MATERIAL, TRASH, LUMBER, OR OTHER DEBRIS. CONTRACTOR SHALL SUBMIT SAMPLE OF BACKFILL MATERIAL FOR APPROVAL BY THE ENGINEER PRIOR TO PLACEMENT.
3. EARTH SHALL BE COMPACTED IN LIFTS NOT EXCEEDING 8" (EIGHT INCHES) OF ALL VALVE AND APPURTENANCES, FOR EXCAVATION OF TRENCHES.
4. FOR FOOTINGS AND SLABS, SEE GEOTECHNICAL REPORT.
5. FOUNDATION EXCAVATIONS SHALL BE CLEANED OF ANY LOOSE MATERIAL AND ANY WATER FROM DEBRIS BEFORE PLACING OF REINFORCING STEEL OR CONCRETE.

CONCRETE

1. ALL STRUCTURAL CONCRETE UNLESS OTHERWISE NOTED SHALL BE NORMAL WEIGHT WITH AN APPROXIMATE DENSITY OF 150 PCF ACCORDING TO SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE (ACI) 318-02 CHAPTER 4, UNLESS NOTED OTHERWISE.
2. ALL CONCRETE SHALL DEVELOP A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT THE END OF THE DAYS AS FOLLOWS:

   FOOTINGS ..... 2500 PSI
   SLABS-ON-GRADE ..... 2500 PSI
3. ALL CEMENT SHALL CONFORM TO ASTM C150 TYPE II.
4. ALL CONCRETE EVEN WHERE NOTED TO REACH 4000 PSI OR OTHER SHALL BE PROPORTIONED BY MIX DESIGN PER ACI 211.1 OR ACI CONCRETE INSTITUTE (ACI) 301.
5. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 304.
6. THE MINIMUM SLUMP OF CONCRETE USED IN SLABS SHALL BE 4".

REINFORCING STEEL

1. UNLESS OTHERWISE NOTED, ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.
2. ALL CONCRETE SHALL BE REINFORCED UNLESS SPECIFICALLY NOTED NOT REINFORCED OR THE DRAWINGS. (IF REINFORCING BARS ARE NOT SHOWN OR NOTED, PROVIDE BARS REINFORCEMENT AS FOR SIMILAR CONDITIONS ELSEWHERE IN THE WORK, OR AS DIRECTED BY THE ENGINEER.
3. REINFORCEMENT BARS AND LAPS SHALL NOT BE SPLICED EXCEPT AS DETAILED AND CONFORM TO DRAWINGS AS AND SMALLER BARS WHERE LINDEN NOT SHOWN SHALL SECOND MODIFICATION IN CONCRETE 1-47 MANUAL.
4. REINFORCEMENT BARS SHALL BE ACCURATELY PLACED AND FULLY SUPPORTED USE HOOKED AND SUPPORT BARS IN ADDITION TO REINFORCEMENT SHOWN WHERE REQUIRED. ACCURATE PLACING IS NECESSARY AS SPECIFIED IN THE ACI. BE ADVISED DURING EXCAVATION OF CONCRETE REINFORCEMENT AT CONSTRUCTION JOINTS AND CHECK WITH ENGINEER AS NECESSARY.
5. NO REINFORCEMENT WELDING SHALL BE DONE UNLESS SHOWN ON THE DRAWINGS, OR APPROVED BY THE ENGINEER. (LOCK WELDING NOT INCLUDED).
6. ALL DIMENSIONS SHOWN FOR LOCATION OF REINFORCING ARE TO THE FACE OF BARS AND DO NOT INCLUDE CONCRETE COVER UNLESS OTHERWISE NOTED.
7. MINIMUM CONCRETE COVER OF REINFORCING STEEL SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED ON PLANS:

   CONCRETE POURED AGAINST AND PERMANENTLY EXPOSED TO EARTH OR WEATHER ..... 2"
   FORMED CONCRETE EXPOSED TO EARTH OR WEATHER ..... 2"
   INTERIOR CONCRETE ..... 1"
8. DRAWINGS SHOW TYPICAL REINFORCING CONDITIONS. CONTRACTOR SHALL PREPARE DETAILED PLACEMENT DRAWINGS OF ALL CONDITIONS SHOWING QUANTITY, SPACING, CLEARANCE, LAPS, INTERSECTIONS AND COVERAGE REQUIRED BY STRUCTURAL DETAILS, APPLICABLE CODES AND TRADE STANDARDS. CONTRACTOR SHALL SUBMIT REINFORCING PLACEMENT DRAWINGS FOR ANY ADJUSTMENTS FOR ANY TYPICAL CONDITIONS WHICH ARE PROPOSED IN PLACEMENT DRAWINGS TO BE STARTED FOR PLACEMENT OF REINFORCING STEEL AND CONCRETE.
9. SUBMIT COMPLETE REINFORCING PLACEMENT DRAWINGS PRIOR TO REINFORCING STEEL FABRICATION AND ERECTION FOR REVIEW AND APPROVAL BY THE ENGINEER. A COMPLETE SET OF APPROVED REINFORCING PLACEMENT DRAWINGS SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO PLACING CONCRETE.

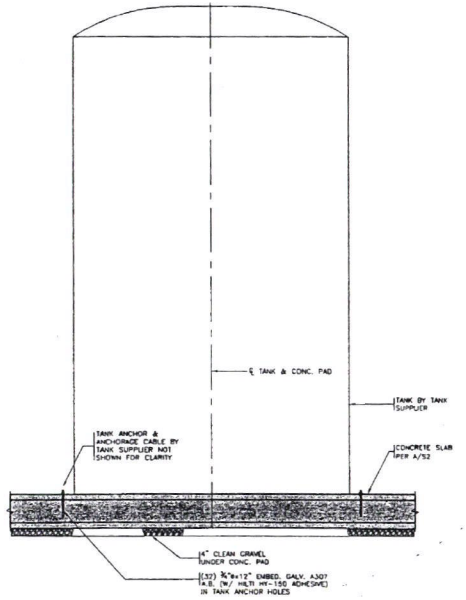
STRUCTURAL STEEL AND METAL FABRICATION

1. STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500, GRADE B.
2. STRUCTURAL STEEL MATERIAL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS.
3. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS AND IN ACCORDANCE WITH THE LATEST EDITION OF AMERICAN WELDING SOCIETY (AWS) D1.1.
4. A RESPONSIBLE REPRESENTATIVE SHALL BE EMPLOYED TO MAINTAIN CLOSE SUPERVISION OF STRUCTURAL WELDING PERFORMED.
5. ALL SHOP WELDING SHALL BE PERFORMED IN AN APPROVED FABRICATOR'S SHOP IN ACCORDANCE WITH AISC 303-02 CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES.
6. ALL DEFECTIVE WELDING SHALL BE REPAIRED IN ACCORDANCE WITH THE LATEST EDITION OF AMERICAN WELDING SOCIETY (AWS) D1.1.
7. AFTER FABRICATION, ALL UNGALVANIZED STEEL SHALL BE CLEANED OF ALL LOOSE MILL SCALE, RUST, LOOSE PAINT, AND OTHER FOREIGN MATTER AND SHALL BE GIVEN A SHOP COAT OF RUST INHIBITIVE PRIMER UNLESS OTHERWISE NOTED ON PLANS.
8. ELECTRODES: AWS A5.1, E70XX SERIES OR AS REQUIRED FOR ALL WELDING.
9. AFTER FABRICATION, ALL UNGALVANIZED STEEL SHALL BE CLEANED OF ALL MILL SCALE, RUST, LOOSE PAINT, AND OTHER FOREIGN MATTER AND SHALL BE GIVEN A SHOP COAT OF RUST INHIBITIVE PRIMER UNLESS OTHERWISE NOTED ON PLANS.

ABBREVIATIONS AND SYMBOLS

TYPICAL ABBREVIATIONS AND MATERIAL SYMBOLS USED ON DRAWINGS:

&	AND	JT.	JOINT
@	AT	LB	POUND OR POUNDS
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MAX	MAXIMUM
		MIN	MINIMUM
EQ.	EQUAL		
Q	CENTERLINE	OV	OVER
CLR	CLEAR	OPNG	OPENING
CONC	CONCRETE	PCF	POUNDS PER CUBIC FOOT
CONST.	CONSTRUCTION	PSF PSI	POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH
DRAWING	DRAWINGS		
EA.	EACH	SQ.D	SLAB ON GRADE
		STD	STANDARD
FDN. FTG	FOUNDATION FOOTING	TYP	TYPICAL
FOR CONST.	FOR CONSTRUCTION	UNOB	UNLESS OTHERWISE NOTED
		VERT.	VERTICAL
		W/	WITH



1 / S-1 **CONC PAD UNDER TANK**

SCALE: 3/8" = 1'-0"

TECH DOC RELEASE	BY	DATE	DESCRIPTION	CHKD

REVISIONS

DESIGN ENGINEER	A. LIM	MAY 05
DRAWN	S. BRANUM	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

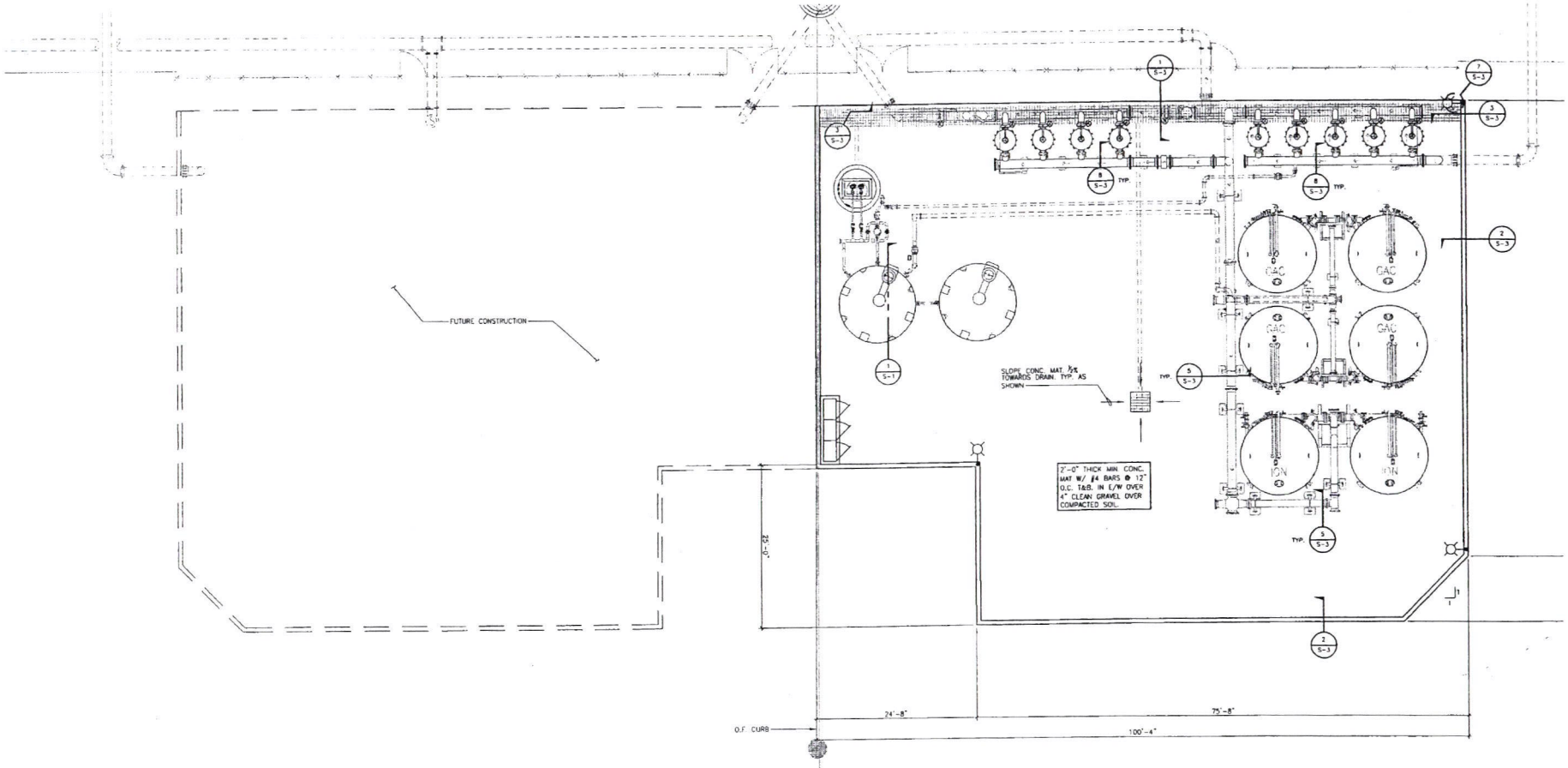
Stanley

PROJECT TITLE: **MATHER GET "H-B"**

DWG DESCRIPTION: STRUCTURAL GENERAL NOTES

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	S1 of
SPEC NO. SP-1756	TECH DOC RELEASE	

REGISTERED PROFESSIONAL ENGINEER — KENNETH R. ATKINSON — No. 34121 — Exp. 03-31-07 — STRUCTURAL — STATE OF CALIFORNIA



FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

REVISIONS

DESIGN ENGINEER	K. KIMBALL	MAY 05
DRAWN	S. BRANUM	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

Shantec

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: FOUNDATION PLAN

SCALE: AS NOTED

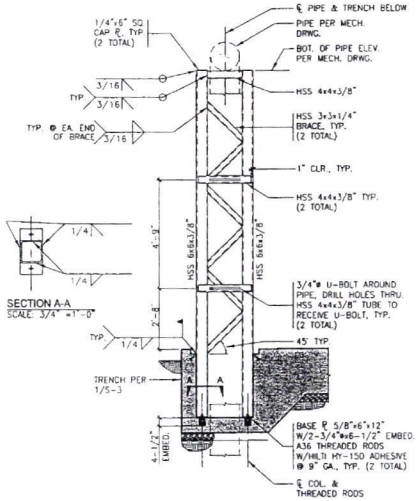
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SHT. NO.: S2

SPEC NO.: SP-1756

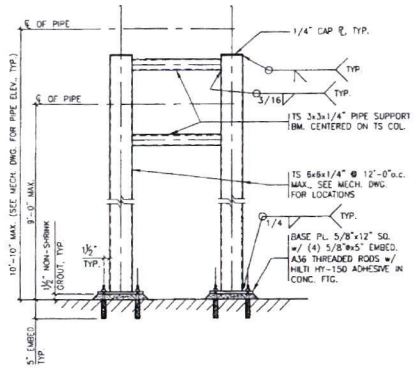
TECH. DOC. RELEASE:

REGISTERED PROFESSIONAL ENGINEER KENNETH R. KIMBALL No. 34112 Exp. 03-31-07 STRUCTURAL STATE OF CALIFORNIA



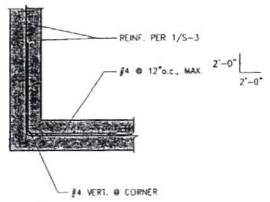
HYDRAULIC LOOP SUPPORT FRAME

8 / S3 SCALE: 3/8" = 1'-0"



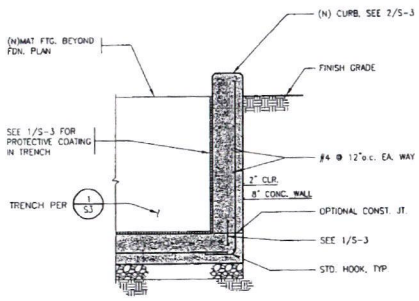
PIPE SUPPORT DETAIL

5 / S3 SCALE: 3/4" = 1'-0"



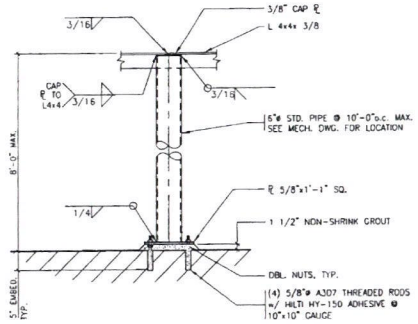
TYPICAL CONCRETE TRENCH WALL CORNER

7 / S3 SCALE: 3/4" = 1'-0"



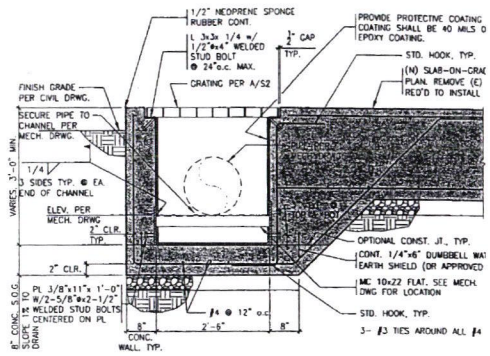
TRENCH END WALL @ (N) CURB

3 / S3 SCALE: 3/4" = 1'-0"



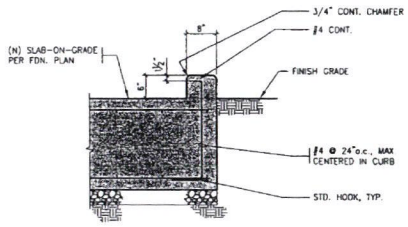
PIPE SUPPORT DETAIL

4 / S3 SCALE: 3/4" = 1'-0"



(N) TRENCH/(N) SLAB DETAIL

1 / S3 SCALE: 3/4" = 1'-0"



(N) CURB DETAIL

2 / S3 SCALE: 3/4" = 1'-0"

TECH DOC RELEASE	DRN	DATE	DESCRIPTION	DRAWN
			REVISIONS	
DESIGN ENGINEER	K. KIMBALL	MAY 05	BOEING	Stantec
DRAWN	S. BRANUM	MAY 05		
PROJECT ENGINEER	B. MEYERS	MAY 05		

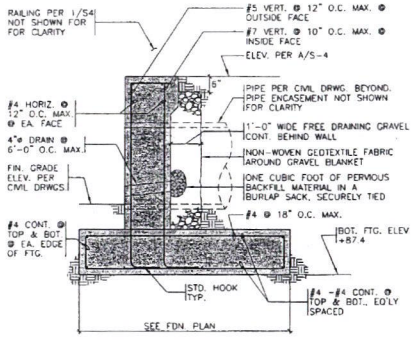
PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESIGNATION: DETAILS

SCALE: AS NOTED | DRAWING NO: SFE-1756 | SHT. NO. S3 OF

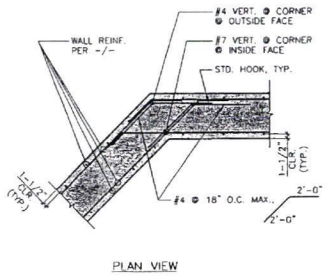
SPEC NO: SP-1756 | TECH DOC RELEASE

REGISTERED PROFESSIONAL ENGINEER — KENNETH R. KIMBALL — No. 34615 — Exp. 03-31-06 — STRUCTURAL — STATE OF CALIFORNIA



4/S4 WALL CORNER DETAIL

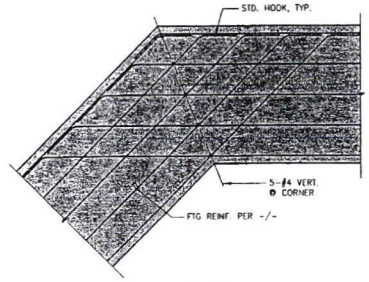
SCALE: 1/2" = 1'-0"



PLAN VIEW

3/S4 WALL CORNER DETAIL

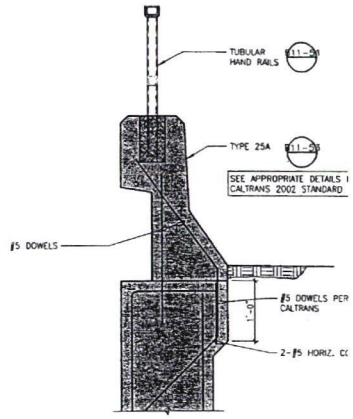
SCALE: 1/2" = 1'-0"



PLAN VIEW

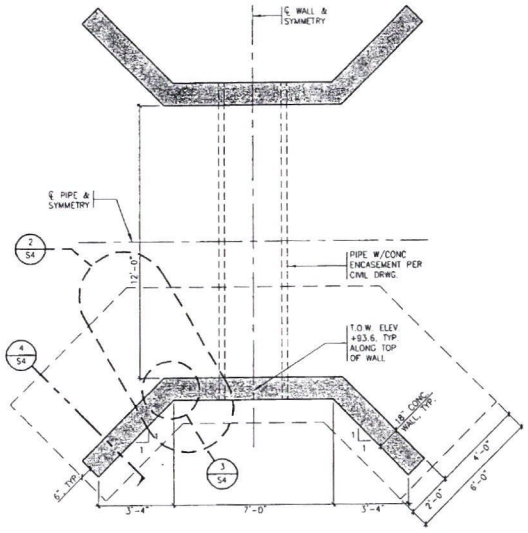
2/S4 FOOTING CORNER DETAIL

SCALE: 3/8" = 1'-0"



1/S4 BRIDGE RAILING

SCALE: 1" = 1'-0"



6/S4 HEADWALLS FOUNDATION PLAN

SCALE: 3/8" = 1'-0"

REVISIONS

DESIGN ENGINEER	K. KIMBALL	MAY 05
DRAWN	S. BRANUM	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: DETAILS

SCALE: AS NOTED

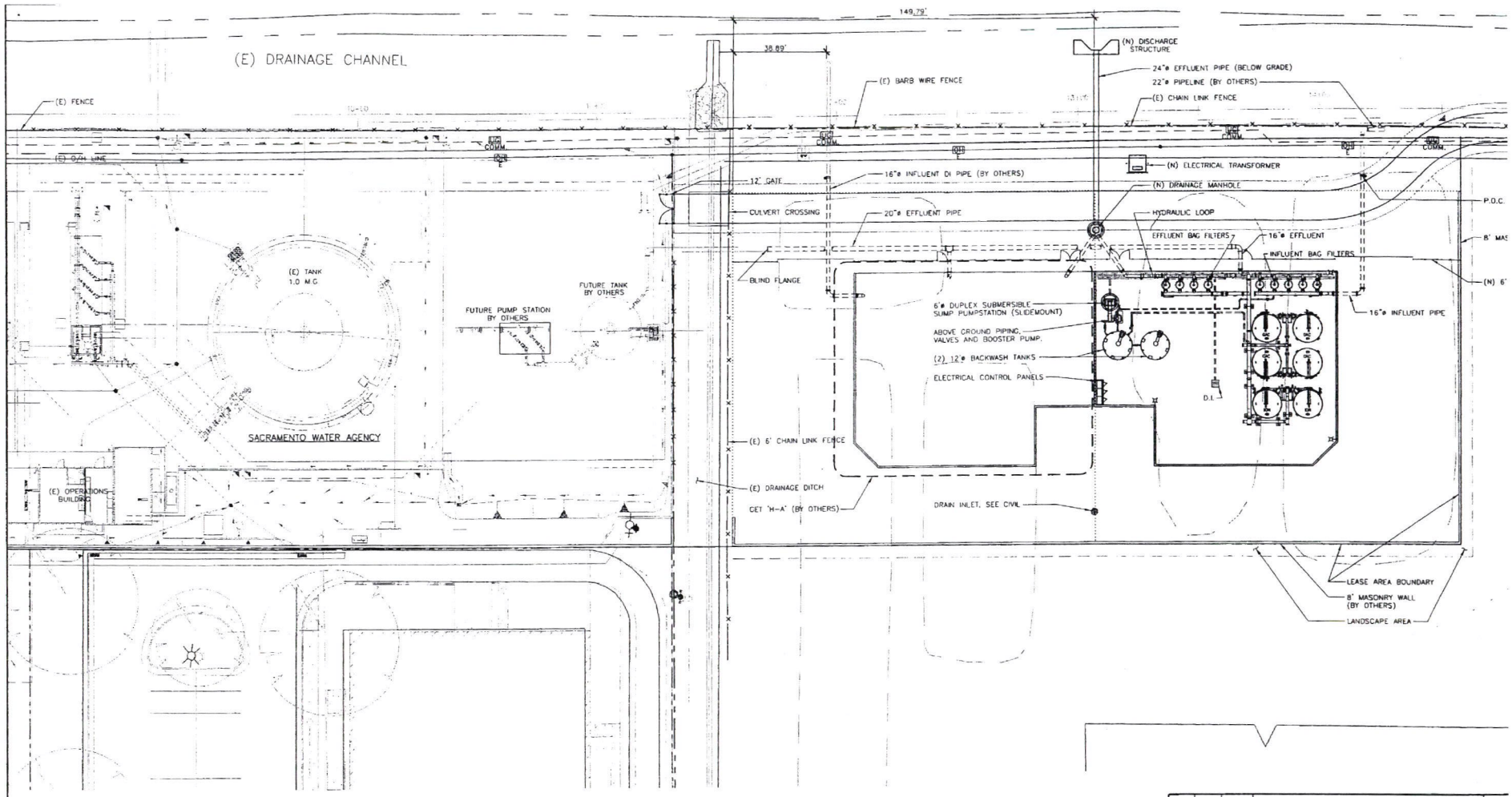
DRAWING NO.: SFE-1756

SHT. NO.: S4 OF

SPEC NO.: SP-1756

TECH. DOC. RELEASE

REGISTERED PROFESSIONAL ENGINEER — KENNETH B. KIMBALL — No. 3402 — Exp. 03-31-07 — STRUCTURAL — STATE OF CALIFORNIA



A / M1 **MECHANICAL SITE PLAN**

SCALE: 1 : 20

REVISIONS			
10th SMC RELEASE	SW	DATE	DESCRIPTION

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

REGISTERED PROFESSIONAL ENGINEER BRUCE A. BAKER No. 93006 MECHANICAL 5-30-06 STATE OF CALIFORNIA

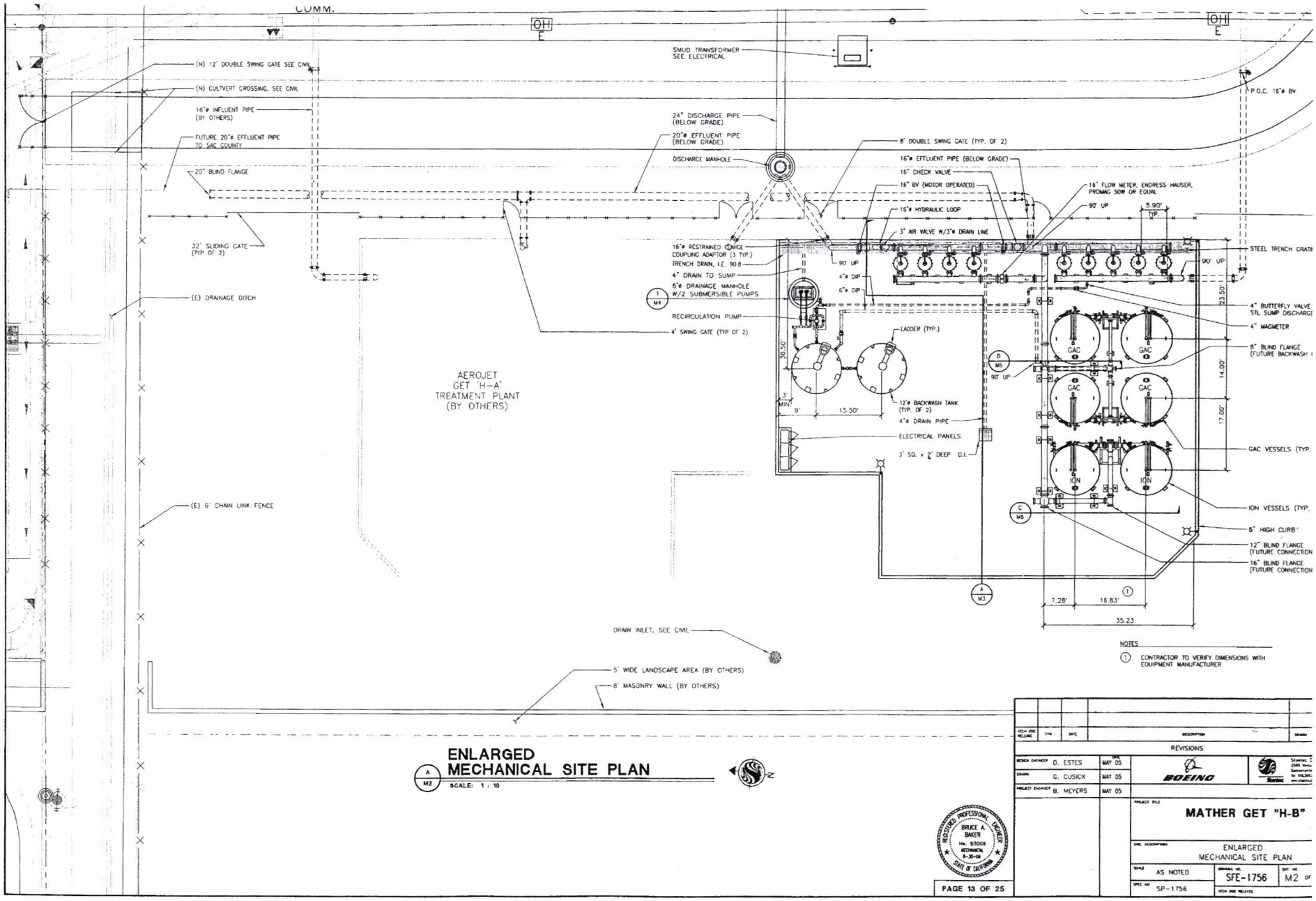
BOEING

PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: MECHANICAL SITE PLAN

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	M1 OF

SPEC NO: SP-1756 — 10th SMC RELEASE



NOTES

1. CONTRACTOR TO VERIFY DIMENSIONS WITH EQUIPMENT MANUFACTURER

ENLARGED MECHANICAL SITE PLAN

A / M2 SCALE: 1 : 10

REVISIONS

TECH DOC RELEASE	TYR	DATE	DESCRIPTION	DRAWN

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

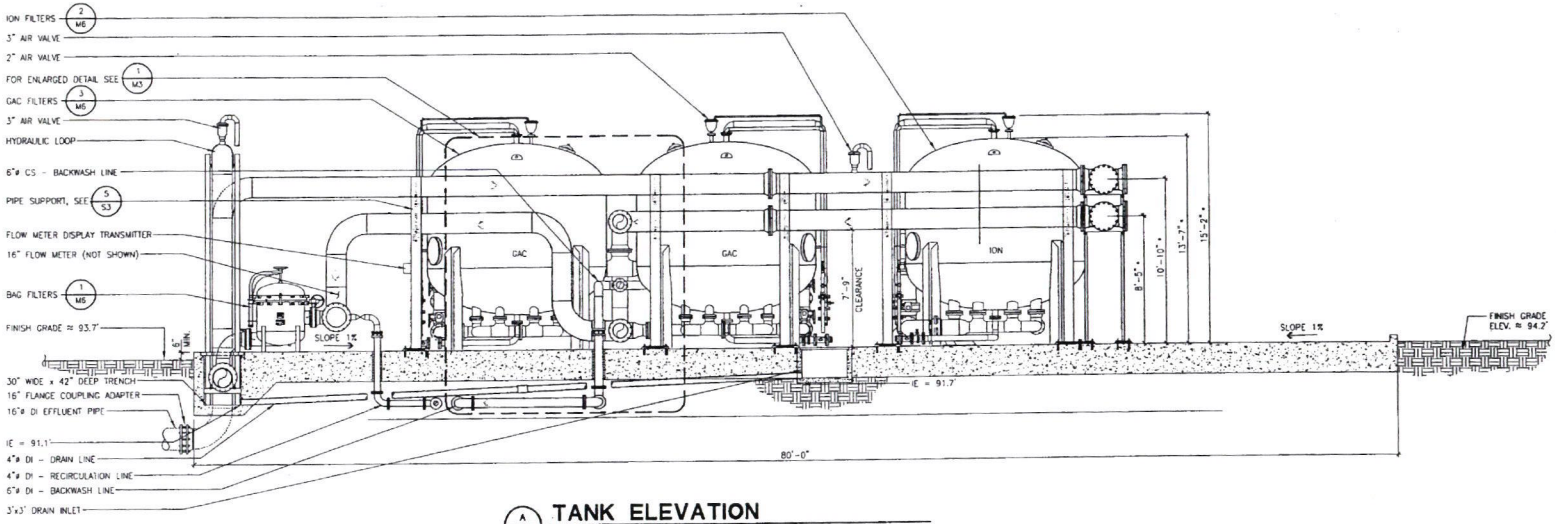
Stantec

PROJECT TITLE: **MATHER GET "H-B"**

DWG DESCRIPTION: ENLARGED MECHANICAL SITE PLAN

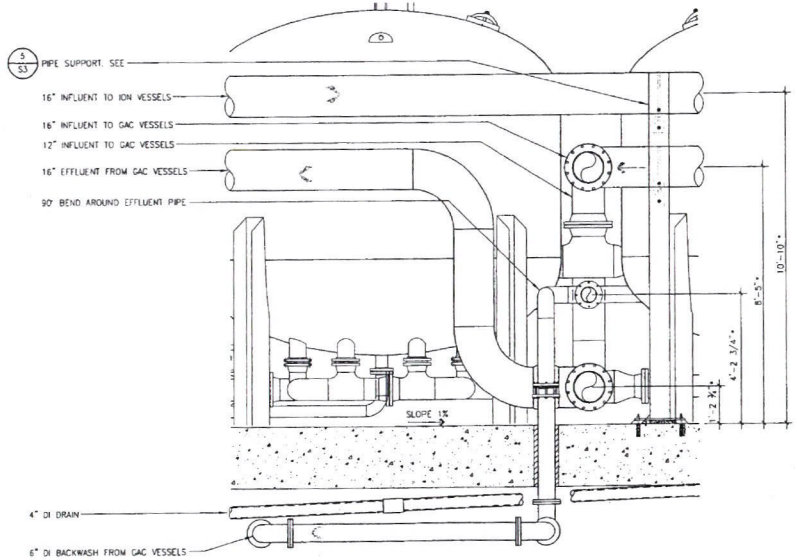
SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	M2 OF
SPEC NO: SP-1756	TECH DOC RELEASE:	

REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 93008 MECHANICAL — 9-30-06 — STATE OF CALIFORNIA



(A/M3) TANK ELEVATION

SCALE: 1/4" = 1'-0"



(1/M3) TANK PIPING DETAIL

SCALE: 1/2" = 1'-0"

NOTES:

1. ALL CARBON STEEL PIPING ABOVE GRADE SHALL BE FUSION EPOXY COATED AND LINED PER SPECIFICATION 15060.
2. "x" DIMENSIONS WILL VARY FOR SLOPED SLAB AND GROUT BENEATH SUPPORT PADS.

REVISIONS

DESIGN ENGINEER	D. ESTES	MAY 05	
DRAWN	C. CUSICK	MAY 05	
PROJECT ENGINEER	B. MEYERS	MAY 05	

PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: TANK ELEVATION

SCALE: AS NOTED

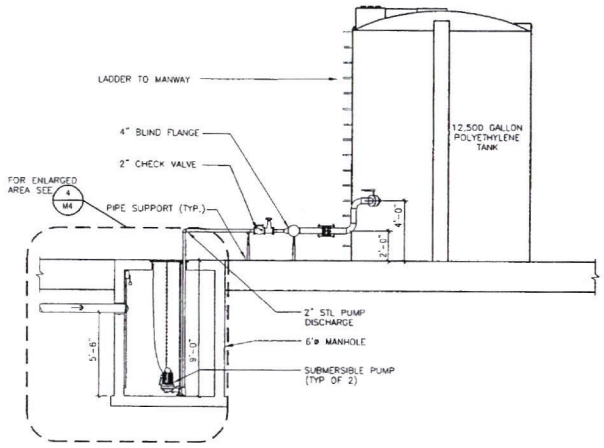
DRAWING NO.: SFE-1756

SHT. NO.: M3 of

SPEC NO.: SP-1756

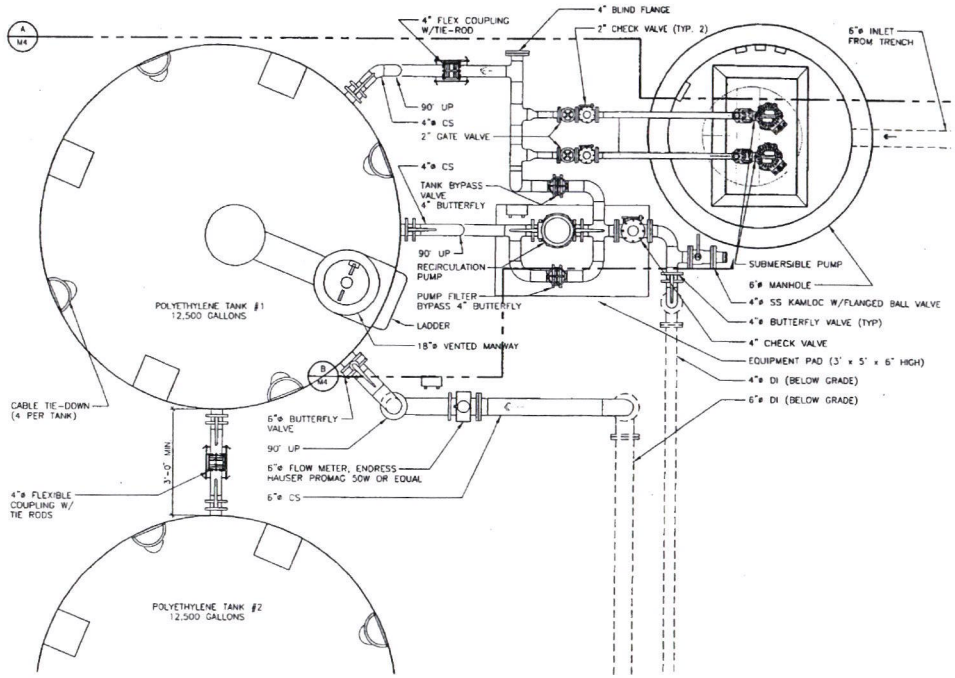
TECH DOC RELEASE

REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 93006 — MECHANICAL — 9-30-06 — STATE OF CALIFORNIA



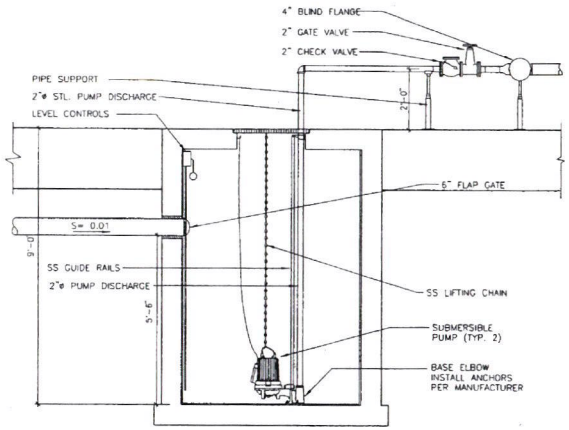
A/M4 BLACK POLYETHYLENE TANKS

SCALE: 1/4"=1'-0"



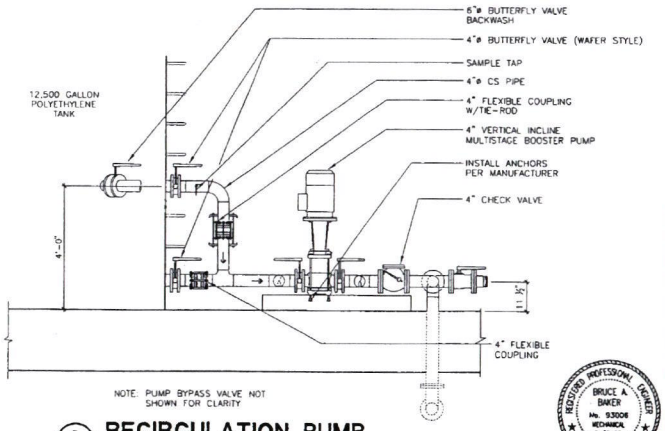
1/M4 BLACK POLYETHYLENE TANKS AND PIPING PLAN

SCALE: 1/2"=1'-0"



A/M4 DRAINAGE PUMPS

SCALE: 1/2"=1'-0"



B/M4 RECIRCULATION PUMP

SCALE: 1/2"=1'-0"

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 93006
MECHANICAL
9-30-06
STATE OF CALIFORNIA

TECH DOC RELEASE	BY#	DATE	DESCRIPTION	DRAWN
			REVISIONS	

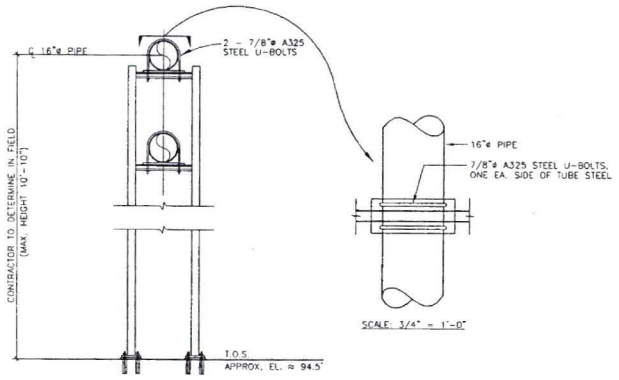
DESIGN ENGINEER D. ESTES	MAY 05	
DRAWN G. CUSICK	MAY 05	
PROJECT ENGINEER B. MEYERS	MAY 05	

BOEING

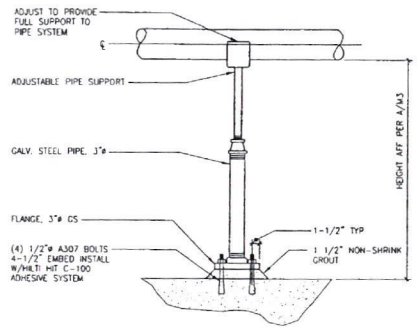
PROJECT TITLE: MATHER GET "H-B"

DWG DESCRIPTION: MECHANICAL DETAILS

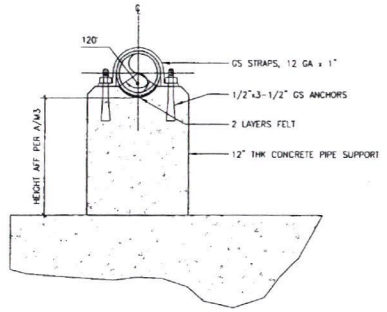
SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	M4 OF
SPEC NO. SP-1756	TECH DOC RELEASE	



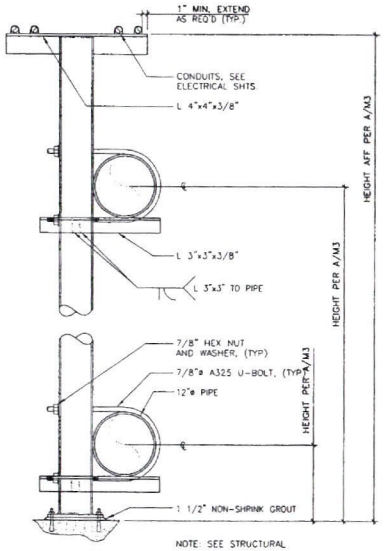
1 MS **PIPE SUPPORT**
SCALE: 3/8" = 1'-0"



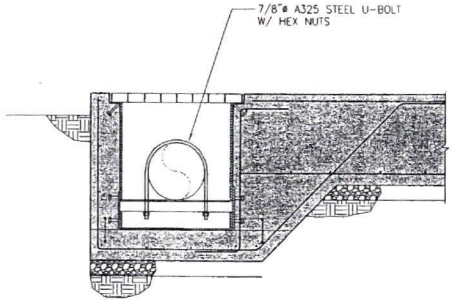
2 MS **PIPE SUPPORT**
SCALE: NONE



3 MS **CONCRETE PIPE SUPPORT**
SCALE: NONE



4 MS **PIPE SUPPORT**
SCALE: 1" = 1'-0"



5 MS **PIPE SUPPORT**
SCALE: 3/4" = 1'-0"

NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO ASTM A36.
2. ROUND OFF EXPOSED EDGES.
3. PRIME W/RUST INHIBITOR & PAINT SUPPORT PER SPECIFICATIONS.

REVISIONS

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

REGISTERED PROFESSIONAL ENGINEER BRUCE A. BAKER No. 53006 MECHANICAL 9-30-06 STATE OF CALIFORNIA

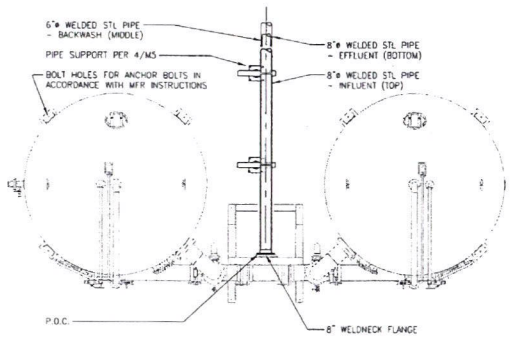
BOEING

PROJECT TITLE: **MATHER GET "H-B"**

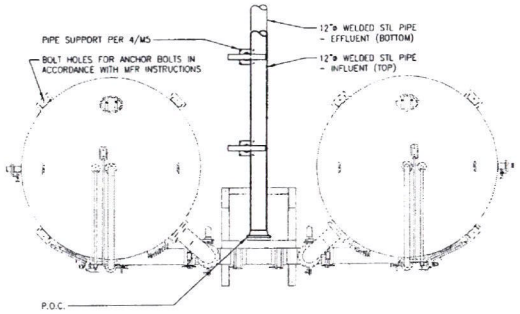
DWG. DESCRIPTION: MECHANICAL DETAILS

SCALE: AS NOTED | DRAWING NO.: SFE-1756 | SHT. NO.: M5

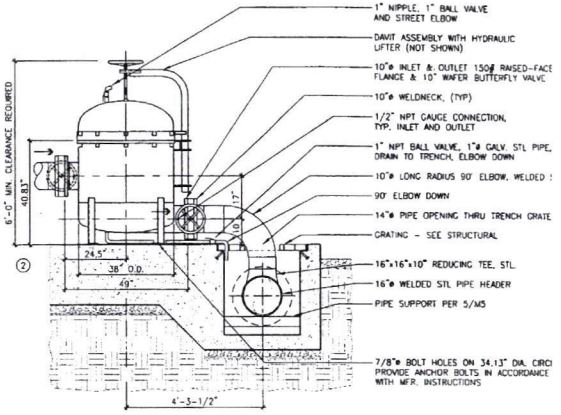
SPEC NO.: SP-1756 | TECH. DOC. RELEASE



3 M6 **GAC FILTERS (BFE)**
SCALE: 1/4" = 1'-0"

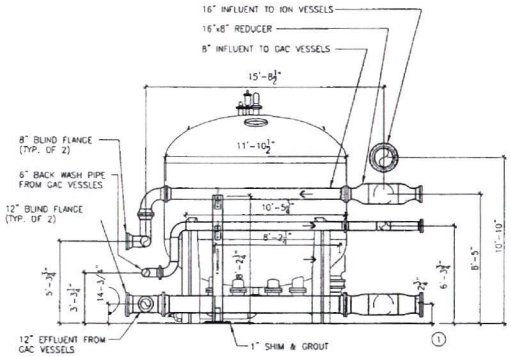


2 M6 **ION FILTERS (BFE)**
SCALE: 1/4" = 1'-0"

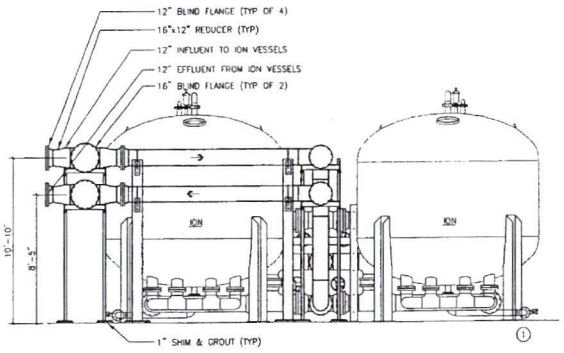


1 M6 **BAG FILTER**
SCALE: 1/2" = 1'-0"

PLAN VIEWS



B M6 **BACK VIEW GAC FILTER**
SCALE: 1/4" = 1'-0"



BACKVIEW

C M6 **BACK VIEW ION FILTERS**
SCALE: 1/4" = 1'-0"

PROFILES

NOTES:

1. CONTRACTOR TO VERIFY DIMENSIONS WITH EQUIPMENT MANUFACTURER.
2. DIMENSIONS SHOWN ARE BASED ON HAYWARD INDUSTRIAL PRODUCTS "MAXLINE" MODEL MBF1202HD, 12-BAG FILTER VESSEL. ALTERNATE MODELS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BID.

REVISIONS

DESIGN ENGINEER	D. ESTES	MAY 05
DRAWN	G. CUSICK	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

PROJECT TITLE: **MATHER GET "H-B"**

DWG DESCRIPTION: FILTER VESSELS DETAILS

SCALE: AS NOTED

DRAWING NO.: SFE-1756

SHT. NO.: M6

SPEC NO.: SP-1756

TECH DOC RELEASE

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 93006
MECHANICAL
5-31-06
STATE OF CALIFORNIA

ELECTRICAL SYMBOLS - PLANS

SYMBOLS	DESCRIPTION
	POLE MOUNTED AREA LIGHT, 30' TALL, 175W MH COUNTY STANDARD TYPE 'A' WITH CUT OFF SHIELDS
A 2/40	FIXTURE TYPE "A", 2-40 WATT LAMPS TYPICAL FOR ROOM NOTED, UON
WP G	WEATHERPROOF DUPLEX RECEPTACLE GFCI TYPE
J	JUNCTION BOX
	ENCLOSED CIRCUIT BREAKER
+18"	INDICATES HEIGHT FROM FINISHED FLOOR GRADE
*	+ 18" UON
**	+ 48" UON
	CONTROLLER/STARTER FURNISHED WITH EQUIPMENT
X Y	DETAIL CALL-OUT: X, DETAIL IDENTIFIER; Y, SHEET WHERE DETAIL IS DRAWN
PB	PULLBOX
	HAND HOLE 11x17x12
A, S, E, N	NON-FUSIBLE DISCONNECT SWITCH, 3P UON A=30A, B=60A, C=100A, D=200A **
AF, BF, CF, DF	FUSIBLE DISCONNECT SWITCH, 3P UON AF=30A, BF=60A, CF=100A, DF=200A **
	MOTOR, HORSEPOWER AS INDICATED
FED	FEEDER DESIGNATION SEE SCHEDULE OR ONE LINE DIAGRAM FOR SIZE
	CONDUIT UNDER GROUND, MINIMUM 30" COVER 3/4"C-2#12-1#12 G, UON
	CONDUIT EXPOSED 3/4"C-2#12-1#12 G, UON
#10	WIRE SIZE OTHER THAN #12 CURVE LINE INDICATES GROUND WIRE
G	GROUNDING CONDUCTOR NEAR BOTTOM OF SLAB MINIMUM #4/0 BARE COPPER UON
C	EXOTHERMIC WELD CONNECTION
GW	GROUND WELL, PER DETAIL 1/E6

ELECTRICAL SYMBOLS COMMON

(AIP)	ABANDON IN PLACE. (D) ABOVE GROUND CONDUITS & CONNECTORS DOWN TO 3" BELOW GROUND LEVEL. REMOVE AND (D) CONDUCTORS IN UG CONDUITS. PLUG UG CONDUITS AND ABANDON IN PLACE.
(D)	EXISTING TO BE DEMOLISHED
(E)	EXISTING TO REMAIN
(RL)	DEMO PLANS-EXISTING TO BE RELOCATED. NEW PLANS-FINAL LOCATION OF RELOCATED EQUIPMENT.
(RS)	EXISTING TO BE REMOVED AND SALVAGED
1"C-2#12, 1#12G	SINGLE RUN OF RACEWAY AND CIRCUIT CONDUCTORS FIRST NUMBER IS RACEWAY SIZE. THE FOLLOWING NUMBERS ARE THE CONDUCTOR QUANTITIES AND SIZES.
(U)(V"C-W#X, Y#Z)	MULTIPLE RUNS OF RACEWAY AND CIRCUIT CONDUCTORS U = # OF PARALLEL RUNS V = CONDUIT SIZE W = # OF PHASE/NEUTRAL CONDUCTORS IN EACH CONDUIT X = PHASE/NEUTRAL CONDUCTOR SIZE Y = # OF GROUND CONDUCTORS IN EACH CONDUIT Z = GROUND CONDUCTOR SIZE EXAMPLE: (2)(3"C-2#12-1#12G) INDICATES TWO 3" CONDUITS EACH WITH 2#12 AND 1#12G CONDUCTORS
3/4"C-3/C#14	SINGLE RUN OF RACEWAY AND MULTI-CONDUCTOR CABLE. FIRST NUMBER IS RACEWAY SIZE. THE FOLLOWING NUMBERS ARE THE CONDUCTOR QUANTITIES AND SIZE FOR THE MULTI-CONDUCTOR CABLE
(W)(X"C-Y/C#Z)	MULTIPLE RUNS OF RACEWAY AND MULTI-CONDUCTOR CABLE. W = # OF PARALLEL RUNS X = CONDUIT SIZE Y = # OF CONDUCTORS IN EACH CABLE Z = CONDUCTOR SIZE EXAMPLE: (2)(3"C-3/C#14) INDICATES TWO 3" CONDUITS EA. WITH A 3/C#14 MULTI-CONDUCTOR CABLE.
	INTERCEPTION POINT DEMO PLANS: EXISTING TO REMAIN TO EXISTING TO BE REMOVED. NEW PLANS: EXISTING TO NEW

POWER WIRE COLOR CODE

SYSTEM	PHASE A	PHASE B	PHASE C	NEUTRAL	GROUND
208Y/120V	BLACK	RED	BLUE	WHITE	GREEN
480Y/277V	BROWN	ORANGE	YELLOW	GRAY	GREEN
240Y/120V	BLACK	RED	----	WHITE	GREEN
240V	BLACK	RED	BLUE	WHITE	GREEN

POWER WIRE SPECIFICATIONS

1. COPPER CONDUCTORS WITH THHN/THWN INSULATION, UON

ELECTRICAL SYMBOLS - ONE LINE AND SCHEMATIC DIAGRAMS

NORMALLY OPEN	NORMALLY CLOSED	DEVICE
		CONTACT
		TIMED CONTACT CONTACT ACTION RETARDED ON ENERGIZATION
		PUSH BUTTON SINGLE CIRCUIT MOMENTARY CONTACT
		TIMED CONTACT CONTACT ACTION RETARDED ON DE-ENERGIZATION
		LIMIT SWITCH
		PRESSURE OR VACUUM SWITCH
		SELECTOR SWITCH
		MOTOR OVERLOAD RELAY CONTACT
		MOTOR OVERLOAD HEATER
		CURRENT TRANSFORMER, QUANTITY INDICATED
		POTENTIAL TRANSFORMER, QUANTITY INDICATED
		POWER TRANSFORMER
		FEEDER DESIGNATION SEE SCHEDULE OR ONE LINE DIAGRAM FOR SIZE
		CIRCUIT BREAKER, 3 POLE UNLESS NOTED MCP INDICATES MOTOR CIRCUIT PROTECTOR
		MAGNETIC MOTOR STARTER, NEMA SIZE INDICATED FULL-VOLTAGE NON-REVERSING UNLESS NOTED RV=REDUCED VOLTAGE STARTING 2S, 2W = 2 SPEED, 2 WINDING
		SWITCH
		FUSE
R		RELAY
F		DISCONNECT SW, FUSIBLE, SEE PLANS FOR RATING
10		MOTOR, 10 HORSEPOWER
G		GENERATOR
		KEY INTERLOCKING
		POWER FACTOR CORRECTION CAPACITOR
		SURGE ARRESTER
		LIGHTNING ARRESTER
		GROUND
		DELTA CONNECTION
		WYE CONNECTION
		ELECTRICAL INTERLOCKING OF EQUIPMENT
PFR		POWER FAILURE RELAY
VFD		VARIABLE FREQUENCY DRIVE
		SOLID STATE STARTER
		CONTROLLER/STARTER FURNISHED WITH EQUIPMENT
GFP		GROUND FAULT PROTECTION
		INCOMING ELECTRIC SERVICE
SV		SOLENOID VALVE

ELECTRICAL ABBREVIATIONS

A	AMPERES
AC	ALTERNATING CURRENT
AFE	AEROJET FURNISHED EQUIPMENT
AICS	AMPERES INTERRUPTING CAPACITY, SYMMETRICAL
AJ	AEROJET
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
APPX	APPROXIMATE
BC	BARE COPPER
BKBD	BACKBOARD
/C	MULTI-CONDUCTOR CABLE
C	CONDUIT, CONDUCTOR
CB	CIRCUIT BREAKER
CL	CONTINUOUS LOAD
CKT	CIRCUIT
CNTL	CONTROL
CO	CONDUIT ONLY
CP	CONTROL PANEL
CT	CURRENT TRANSFORMER
CU	CITIZENS UTILITIES
DC	DIRECT CONDUIT
DIA	DIAMETER
DTB	DATA TERMINAL BOARD
DTL	DETAIL
DWG	DRAWING
EA	EACH
E	EXISTING
ELEV	ELEVATION, ELEVATOR
EP	EXPLOSION PROOF
FAP	FIRE ALARM PANEL
FLUOR	FLUORESCENT
G, GND	GROUND
GFCI	GROUND-FAULT CIRCUIT INTERRUPTER
HH	HANDHOLE
HOA	HAND OFF AUTOMATIC
HP	HORSEPOWER
HPS	HIGH PRESSURE SODIUM
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
HZ	HERTZ
JB	JUNCTION BOX
KCMIL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT-AMPERES
KW	KILOWATT
LA	LIGHTNING ARRESTER
LC	LIGHTING CONTACTOR
LF	LINEAL FOOT
LTG	LIGHTING
MA	MILLIAMPERE
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MIN	MINIMUM
MISP	MULTIPLE INDIVIDUAL SHIELDED PAIRS
MLO	MAIN LUGS ONLY
MTD	MOUNTED
N	NEUTRAL
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NO.	NUMBER
NTS	NOT TO SCALE
OH	OVERHEAD
P	POLE
PAC BELL	PACIFIC BELL
PB	PUSH BUTTON, PULL BOX
PC	PHOTO CELL
PLC	PROGRAMMABLE LOGIC CONTROLLER
PG&E	PACIFIC GAS & ELECTRIC
PH, ø	PHASE
PS	PRESSURE SWITCH
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYL CHLORIDE
RECPT	RECEPTACLE
REQ'D	REQUIRED
SMUD	SACRAMENTO MUNICIPAL UTILITY DISTRICT
SW	SWITCH
TB	TERMINAL BOARD
TEL	TELEPHONE
TSP	TWISTED SHIELDED PAIR
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
V	VOLT
VFD	VARIABLE FREQUENCY DRIVE
W	WATTS, WIRE
W/	WITH
WP	WEATHERPROOF
WR	WEATHER RESISTANT
XFMR	TRANSFORMER

SMUD INSTALLATION NOTES

1. **CALL USA PRIOR TO DIGGING, 1-800-227-2600. CONTRACTOR TO USE EXTREME CARE WHEN DIGGING NEAR TRANSFORMER, ENERGIZED CONDUCTORS, OR PULL BOXES.**
2. ALL SMUD TRANSFORMERS MUST BE ACCESSIBLE TO A 26,000 POUND SMUD SERVICE VEHICLE IN ALL WEATHER. TRANSFORMER PAD OPENINGS WILL BE 18" x 50". THREE (3) PHASE TRANSFORMER PADS WILL BE 7' x 7'. SEE SMUD REQUIREMENTS BOOKLET, DISTRIBUTION UNDERGROUND STRUCTURE. DRAWINGS UVD 2.2 AND UVD 2.3. PRE CAST TRANSFORMER PADS ARE PREFERRED CONSTRUCTION. SEE SECTION VII FOR MANUFACTURERS.
3. NO OBSTRUCTIONS ARE PERMITTED AND LEVEL TERRAIN IS REQUIRED WITHIN THREE (3) FEET OF SIDES/BACK AND EIGHT (8) FEET IN FRONT OF ALL OPERABLE SMUD EQUIPMENT DOORS (TRANSFORMERS, CUBICLES, T-TAPS ETC.).
4. BARRICADES ARE REQUIRED IF EDGE OF PAD IS LESS THAN 5' FROM VEHICULAR TRAFFIC (SMUD DRAWING UVD 2.4 AND UVD 2.5).
5. ANY BUILDING OVERHANG OF TRANSFORMER MUST BE APPROVED BY SMUD DESIGNER (A MINIMUM 13' CLEARANCE IS REQUIRED).
6. JOINT TRENCH TO BE 56" DEEP AND REMAIN A MINIMUM OF 5' FROM FOOTINGS OF ANY BUILDING OR STRUCTURE. ALL CONDUIT TO BE INSPECTED BY SMUD INSPECTOR PRIOR TO BACK FILLING AND POURING CONCRETE. CONDUIT TO BE PVC-DB 120 GRADE OR BETTER. SMUD APPROVED PULL TAPE REQUIRED. ALL ELBOWS TO BE SCHEDULE 40 OR BETTER. CONCRETE ENCASEMENT MAY BE REQUIRED. SEE ELECTRIC SERVICE REQUIREMENTS, SECTION VII AND SMUD COMMITMENT SKETCH.
7. ONLY THOSE ELECTRICAL CONDUITS INTENDED FOR ELECTRIC SERVICE SHALL BE PLACED UNDER A TRANSFORMER PAD. THE PLACEMENT OF OTHER CONDUITS OR STRUCTURE FOREIGN TO THE ELECTRIC SERVICE MUST BE APPROVED BY A SMUD DESIGNER OR SMUD CONSTRUCTION INSPECTOR.
8. ON SITE PRE CONSTRUCTION MEETING WITH SMUD INSPECTOR IS MANDATORY 48 HOURS IN ADVANCE OF CONSTRUCTION. CALL RAY PADILLA (916) 869-1357.
9. IF THE SERVICE CONDUCTORS BEING TERMINATED EXCEED THOSE ALLOWED, A J-BOX ENCLOSURE ADJACENT TO THE TRANSFORMER MAY BE REQUIRED. (REF: SMUD SERVICE REQUIREMENTS, DISTRIBUTION UNDERGROUND STRUCTURE SECTION VII, PAGE E-22.
10. CUSTOMER SERVICE RUNS PER LOCAL INSPECTION AUTHORITIES AND CODES.
11. DEVELOPER TO NOTIFY SMUD DESIGNER AT LEAST ONE MONTH PRIOR TO GRADING SO TRANSFORMER CAN BE ORDERED.
12. A GRANT OF RIGHT-OF-WAY TO SMUD MAY BE REQUIRED FOR CONDUIT RUNS, VAULTS, TRANSFORMER PADS, ETC.
13. ANY STREET LIGHT REQUIRED BY THE CITY OR COUNTY MUST BE COORDINATED WITH SMUD.
14. SERVICE VOLTAGE WILL BE 277/480 VOLTS, 3 PHASE, 4 WIRE, WYE. STREET LIGHT VOLTAGE SERVICE WILL BE THE SAME.
15. MAXIMUM SHORT CIRCUIT CURRENT 10,500 AMPS SYMMETRICAL BASED ON THE LARGEST TRANSFORMER THAT COULD BE REQUIRED TO SERVE THE SINGLE MAIN SWITCHBOARD SIZE OF 400 AMPS.
16. ANY DEVIATION FROM THIS COMMITMENT MUST BE APPROVED BY SMUD DESIGNER OR INSPECTOR PRIOR TO INSTALLATION OF UNDERGROUND FACILITIES.
17. SUBMIT METERING AND SWITCH GEAR DESIGN TO SMUD FIELD METERING, (916) 732-5390 FOR APPROVAL.
18. THE METER(S) SHALL BE LOCATED ON THE EXTERIOR OF THE BUILDING. WHEN IT IS ABSOLUTELY NECESSARY TO LOCATE METER(S) IN LOCKED ROOMS, CABINETS, OR FENCED ENCLOSURES, CONSULT SMUD'S FIELD SECURITY METERING (916) 732-5390.
19. CALL SMUD CUSTOMER SERVICES TO APPLY FOR SERVICE, 1-888-742-7683.
20. WHERE LANDSCAPING IS UNEVEN THE CUSTOMER IS RESPONSIBLE TO PROVIDE PERMANENT RETAINING WALLS OR APPROPRIATE GRADE CHANGE TO ENSURE TRANSFORMER PADS AND PULL BOXES ARE NOT COVERED AND PROPER OPERATING ROOM IS MAINTAINED. WOOD IS NOT CONSIDERED PERMANENT AND IS NOT ACCEPTABLE MATERIAL. CONTACT SMUD'S INSPECTOR FOR MORE GUIDANCE.

GENERAL NOTES:

1. ALL WORK SHOWN IS NEW UNLESS OTHERWISE NOTED.

TECH DOC RELEASE	DFM	DATE	DESCRIPTION	DRAWN
			REVISIONS	

DESIGN ENGINEER	J. BAUGHMAN	MAY 05
DRAWN	B. TAFOYA	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

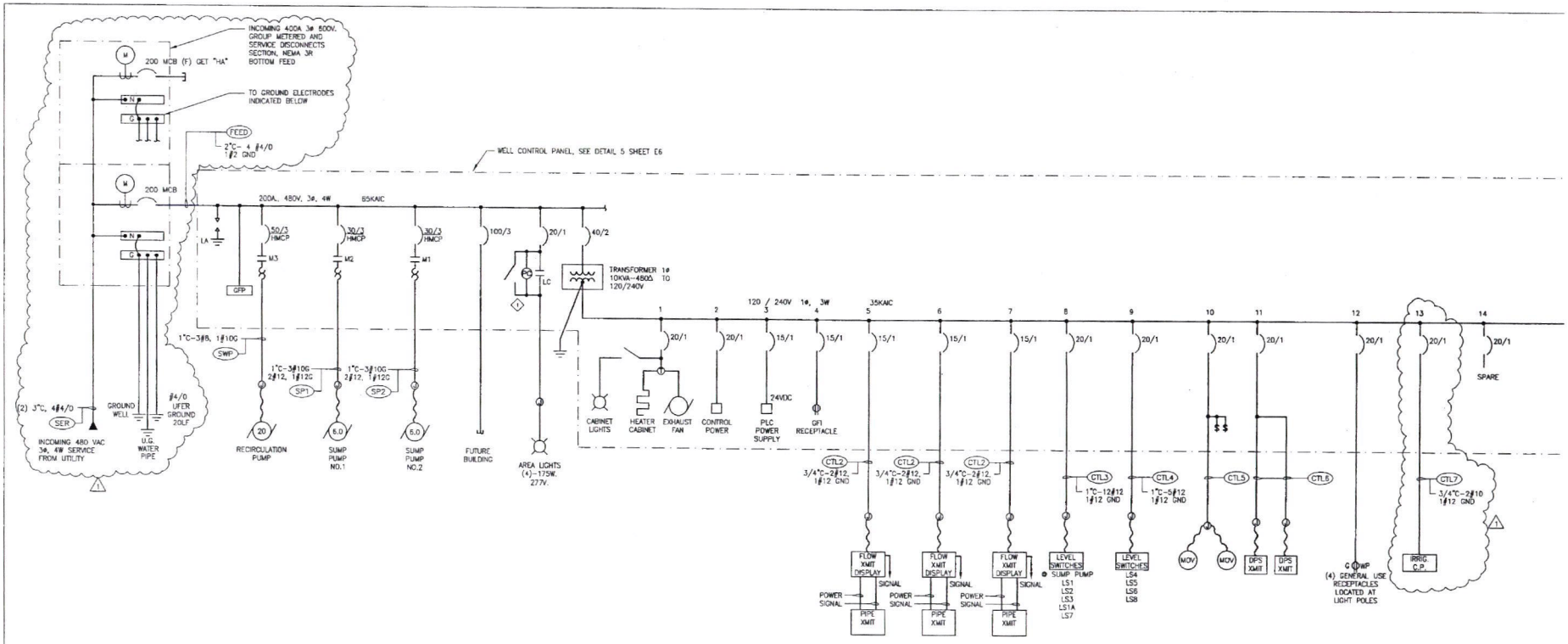
REGISTERED PROFESSIONAL ENGINEER — DAVID W. KNOLL — No. 12007 — EXP 8-30-05 — ELECTRICAL — STATE OF CALIFORNIA

PROJECT TITLE: MATHER GET "H-B"

DWG DESCRIPTION: ELECTRICAL ABBREVIATIONS AND LEGEND

SCALE	DRAWING NO.	SHT NO.
AS NOTED	SFE-1756	E1

SPEC NO SP-1756 — TECH DOC RELEASE



LOAD CALCULATION

LOAD	KVA
(2) SUMP PUMPS, 6HP EA., 8A EA.	13.30
(1) RECIRCULATION PUMP (20HP)	22.45
(4) AREA LIGHTS @ 175W.	1.00
TRANSFORMER	10.00
CONTROL POWER	2.00
STRIP HEATER	1.50
LCL	5.61
TOTAL	55.86
FUTURE MODULAR BUILDING	50.0
TOTAL	105.86

105.86 KVA @ 480V. 3ø = 127.3 A

LOAD CALCULATIONS FOR GET 'H-B'

SCALE: NONE

GET 'H-B' PLANT ONE LINE DIAGRAM

A / E2

SCALE: NONE

NOTE

1. MOUNT PHOTO CELL IN CONTROL PANEL FOR AREA LIGHTING CONTROL. MOUNT MANUAL ON-OFF AREA LIGHTING SWITCH FOR OVERRIDE OF PHOTO CELL CONTROL.

TECH DOC RELEASE	STA	DATE	DESCRIPTION	DRAWN	CHECK
	1	7-20-05	SMUD REVISIONS	PR	JB

REVISIONS

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	P. REED	JULY 05
PROJECT ENGINEER	B. MEYERS	JULY 05

REGISTERED PROFESSIONAL ENGINEER — DAVID W. KNOLL — No. 12007 — EXP. 6-30-06 ELECTRICAL — STATE OF CALIFORNIA

PAGE 19 OF 31

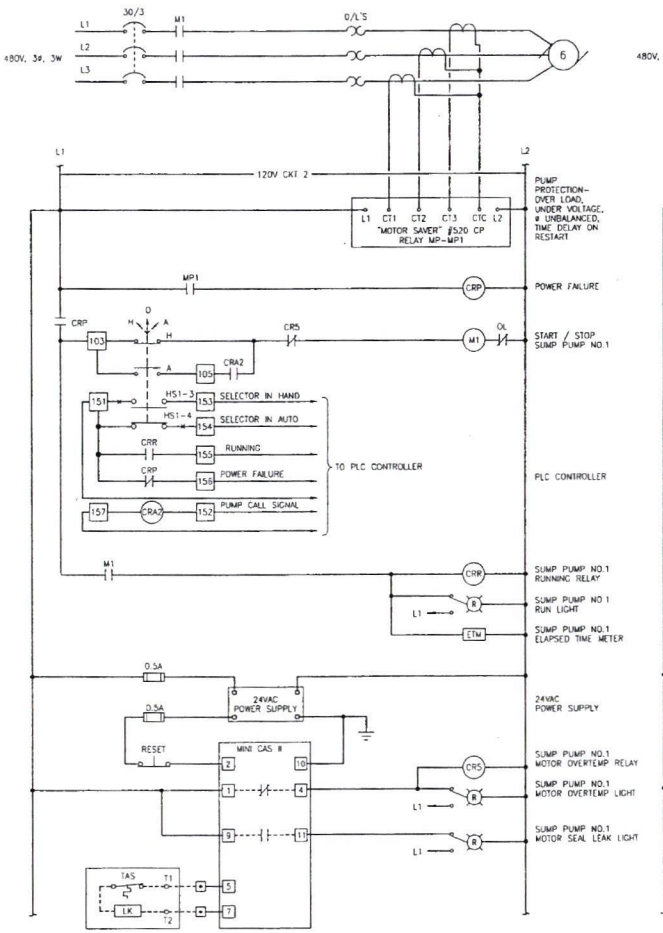
BOEING

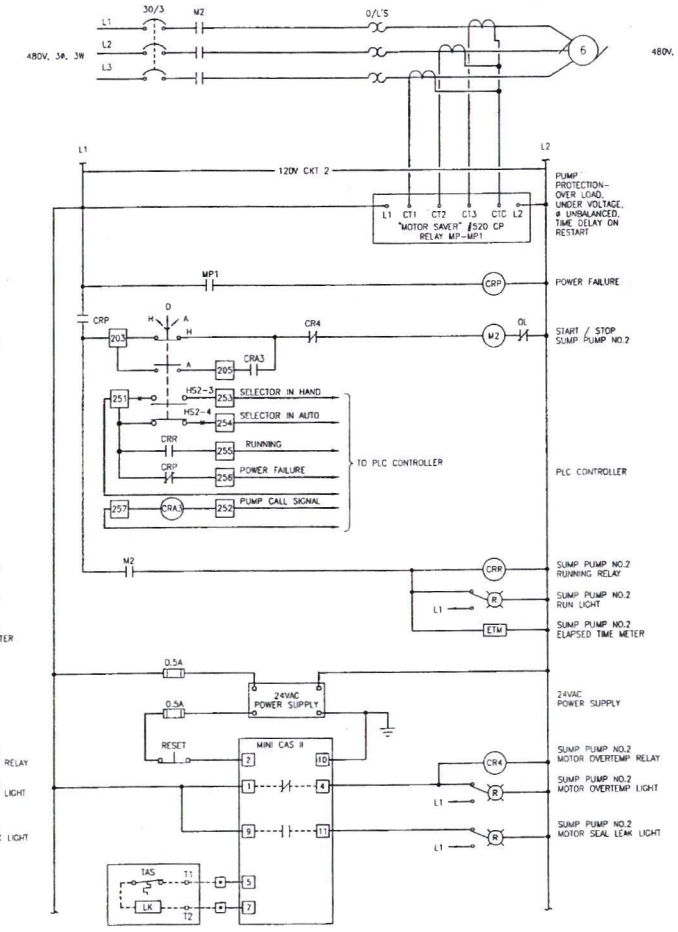
Shaw Environmental, Inc. 5800 Hudson Drive Hammonds, CA 95746 Tel. 916.855.2000 Fax www.shawgrp.com

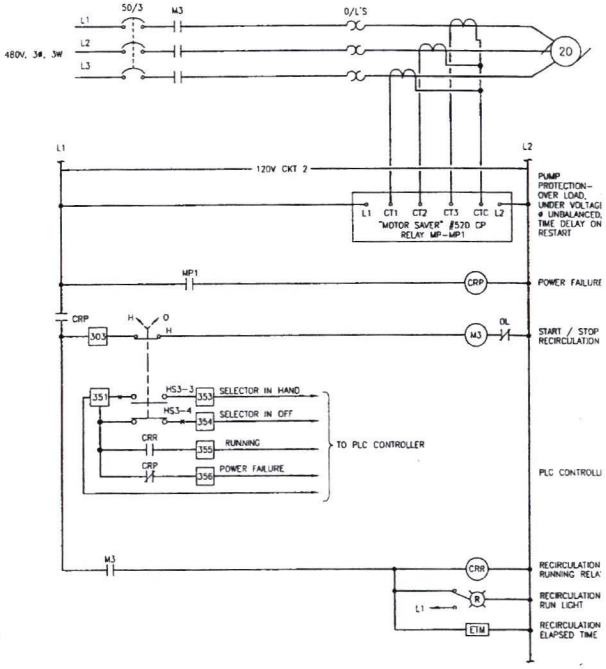
PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: ELECTRICAL ONE LINE DIAGRAM

SCALE	DRAWING NO.	DWG. NO.
AS NOTED	SFE-1756	E2 OF 6
SPEC NO. SP-1756	TECH. DOC. RELEASE	







A E3 DUPLEX SUMP PUMP SCHEMATIC

SCALE: NOT TO SCALE PLC TO CONTROL LEAD/LAG OF SUMP PUMPS IN AUTO

B E3 RECYCLE PUMP SCHEMATIC

SCALE: NOT TO SCALE

MANUAL CONTROL OF RECYCLE PUMP ONLY, NO AUTOMATIC CONTROL

REVISIONS

DESIGN ENGINEER	J. BAUGHMAN	MAY 05
DRAWN	B. TAFOYA	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

REGISTERED PROFESSIONAL ENGINEER DAVID W. KNOLL No. 12007 EXP. 6-30-05 ELECTRICAL STATE OF CALIFORNIA

PROJECT TITLE

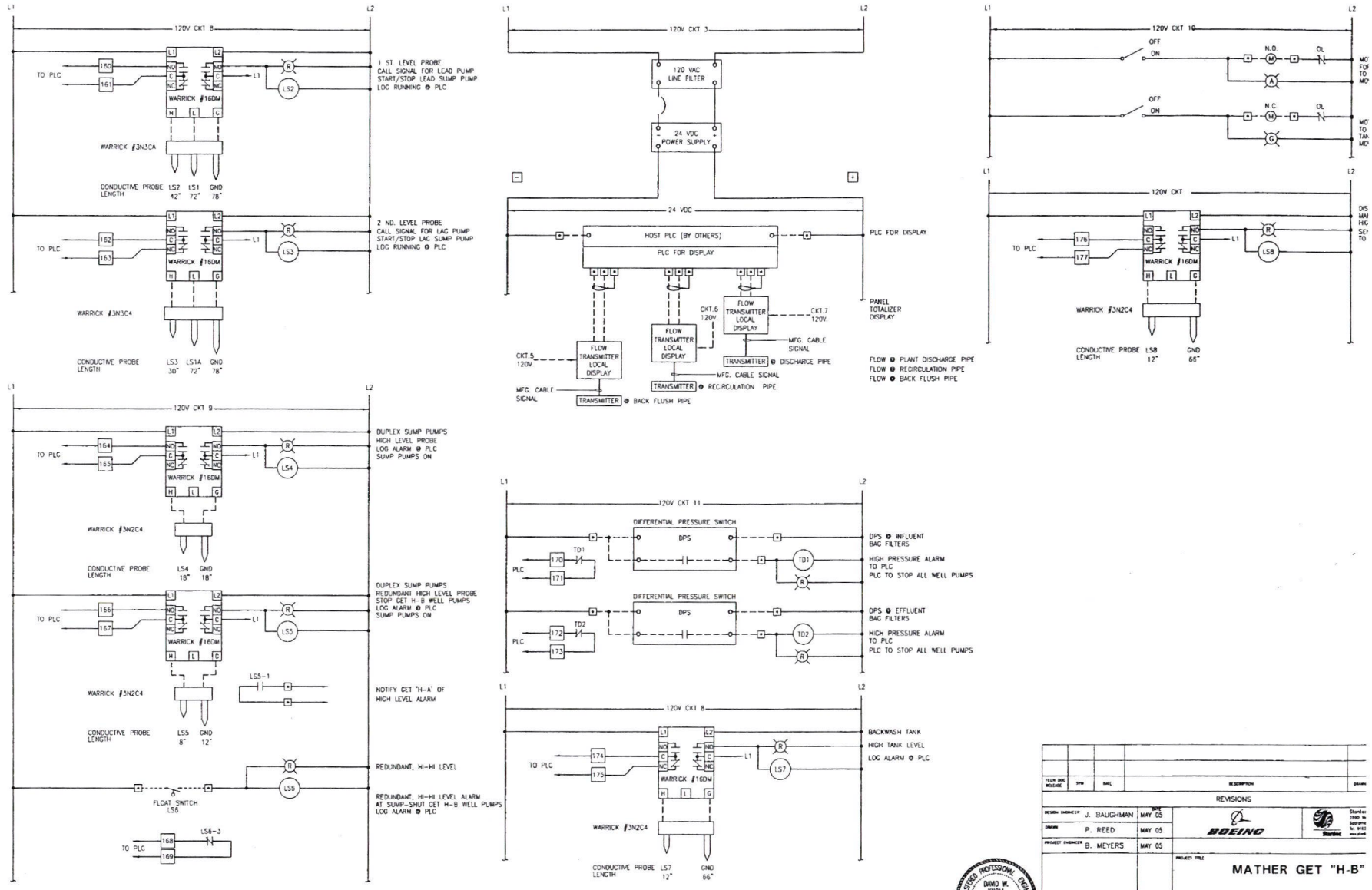
MATHER GET "H-B"

DWG. DESCRIPTION

ELECTRICAL CONTROL PANEL SCHEMATIC

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	E3

SPEC NO. SP-1756



1 / E4 **PLANT 'H-B' CONTROL SCHEMATIC**

SCALE: NTS

REGISTERED PROFESSIONAL ENGINEER
DAVID W. KNOLL
No. 12007
EXP. 3-30-05
ELECTRICAL
STATE OF CALIFORNIA

REVISIONS			
TECH. DOC RELEASE	TYPE	DATE	DESCRIPTION

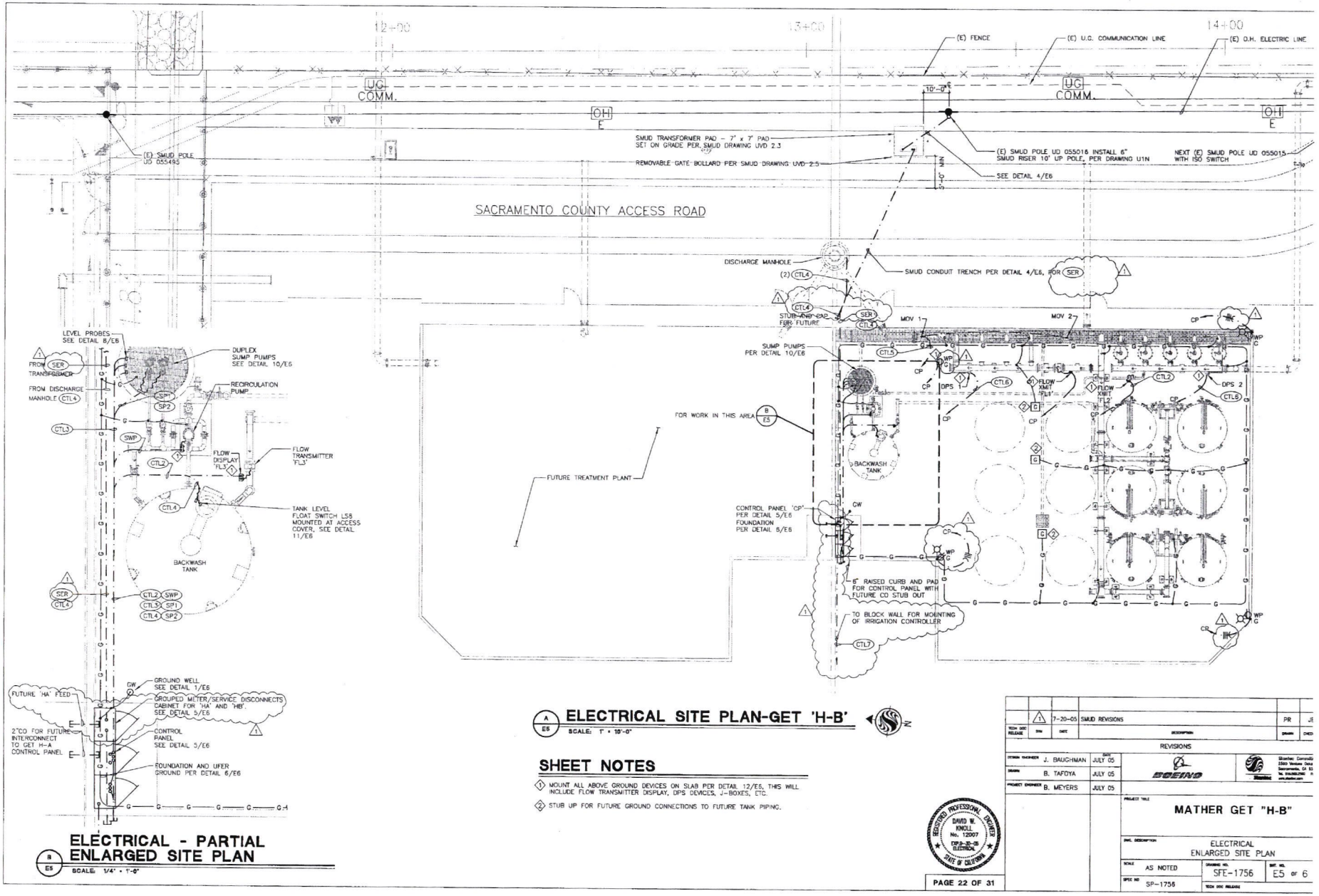
DESIGN ENGINEER	J. BALIGHMAN	MAY 05
DRAWN	P. REED	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

BOEING

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: ELECTRICAL CONTROL PANEL SCHEMATICS

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	E4



ELECTRICAL - PARTIAL ENLARGED SITE PLAN

B / E5 SCALE: 1/4" = 1'-0"

ELECTRICAL SITE PLAN-GET 'H-B'

A / E5 SCALE: 1" = 10'-0"

SHEET NOTES

1. MOUNT ALL ABOVE GROUND DEVICES ON SLAB PER DETAIL 12/E6, THIS WILL INCLUDE FLOW TRANSMITTER DISPLAY, DPS DEVICES, J-BOXES, ETC.
2. STUB UP FOR FUTURE GROUND CONNECTIONS TO FUTURE TANK PIPING.

REGISTERED PROFESSIONAL ENGINEER — DAVID W. KNOLL No. 12007 EXP 9-30-05 ELECTRICAL — STATE OF CALIFORNIA

1	7-20-05	SMUD REVISIONS	PR
TECH. DOC RELEASE	DATE	DESCRIPTION	DRAWN

REVISIONS

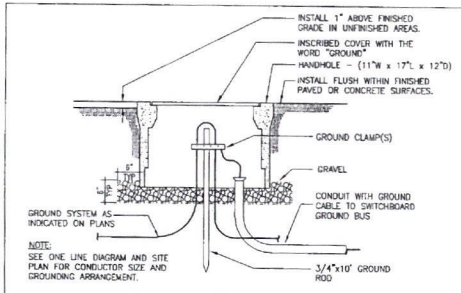
DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	B. TAFOYA	JULY 05
PROJECT ENGINEER	B. MEYERS	JULY 05

BOEING

PROJECT TITLE: MATHER GET "H-B"

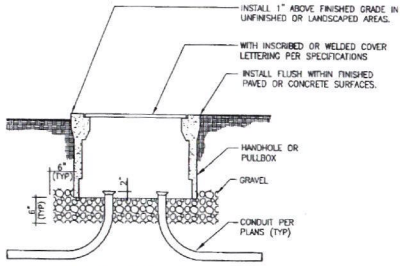
INCL. DESCRIPTION: ELECTRICAL ENLARGED SITE PLAN

SCALE: AS NOTED	DRAWING NO.: SFE-1756	SHT. NO.: E5 of 6
SPEC NO: SP-1756	TECH. DOC RELEASE	



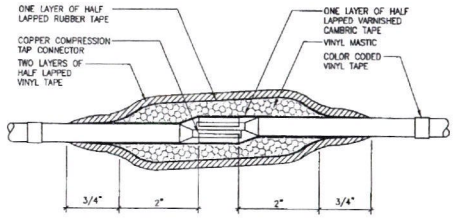
1 E6 GROUND WELL

SCALE: NONE



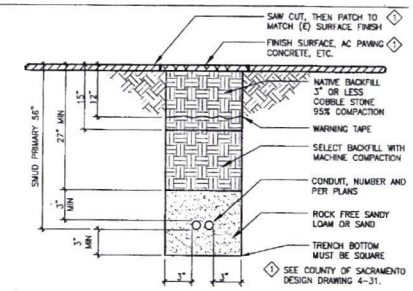
2 E6 HANDHOLES

SCALE: NONE (TRAFFIC RATED IN CONCRETE SLAB AREA)



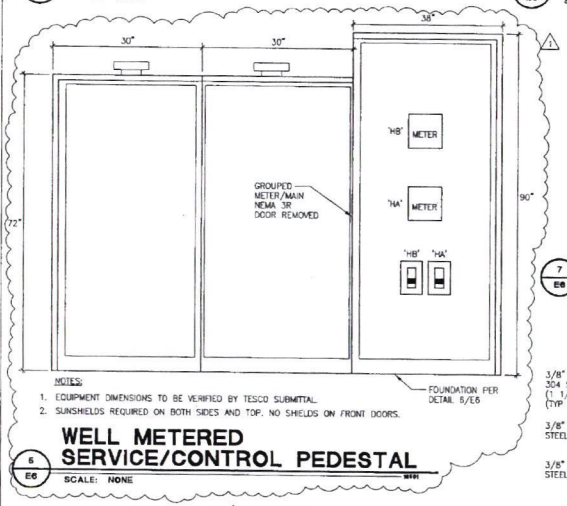
3 E6 600V AND LESS CABLE SPLICE

SCALE: NONE



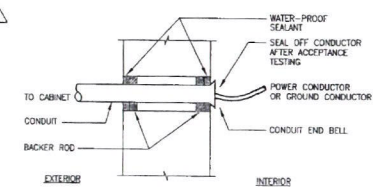
4 E6 CONDUIT TRENCH

SCALE: NONE



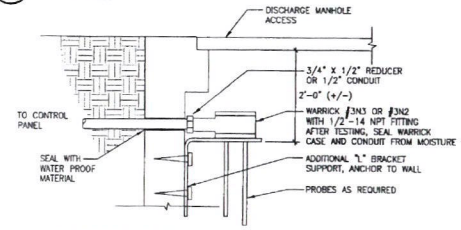
5 E6 WELL METERED SERVICE/CONTROL PEDESTAL

SCALE: NONE



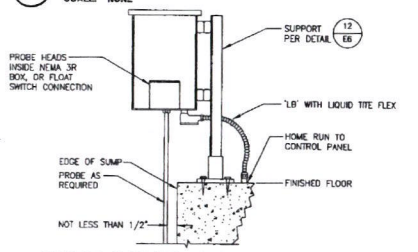
7 E6 VAULT WALL PENETRATIONS

SCALE: NONE



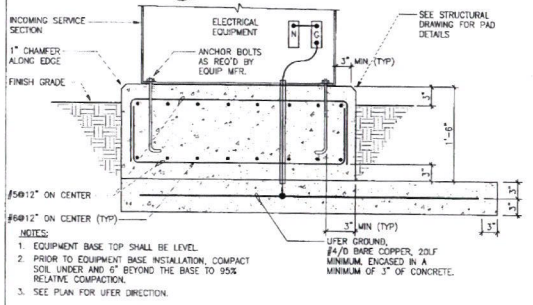
8 E6 DISCHARGE WELL LEVEL PROBE MOUNTING

SCALE: NONE



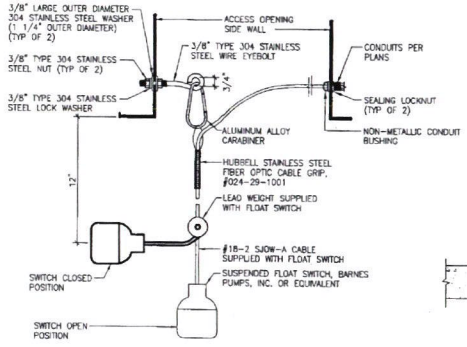
9 E6 SUMP LEVEL PROBE MOUNTING

SCALE: NOT TO SCALE



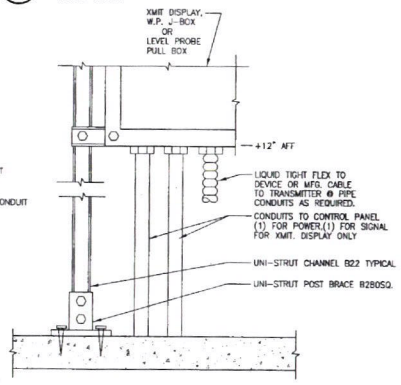
6 E6 ELECTRICAL EQUIPMENT FOUNDATION WITH UFER GROUND

SCALE: NONE



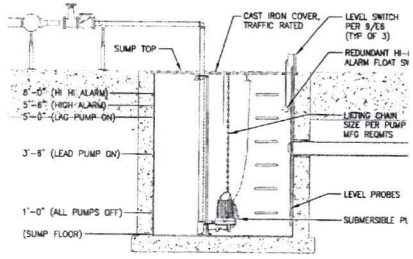
11 E6 FLOAT SWITCH IN TANK

SCALE: NONE



12 E6 ABOVE GRADE DEVICE MOUNTING DETAIL

SCALE: NONE



10 E6 DRAINAGE SUMP AND PUMP

SCALE: NONE

REGISTERED PROFESSIONAL ENGINEER
DAVID W. KNOLL
No. 12007
EXP 3-31-06
ELECTRICAL
STATE OF CALIFORNIA

TECH. DOC RELEASE	DRN	DATE	DESCRIPTION	DRAWN	CHECKED
	1	7-20-05	SMUD REVISIONS	PR	JB

REVISIONS

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	B. TAFOYA	JULY 05
PROJECT ENGINEER	B. MEYERS	JULY 05

BOEING

Stantec Consulting, 2390 Venture Oaks Way, Sacramento, CA 95833, Tel 916.928.2900, Fax, www.stantec.com

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: ELECTRICAL DETAILS

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	E6 OF 6
SPEC NO. SP-1756	TECH. DOC RELEASE	

PRIMARY ELEMENTS

- FLOWMETER – MAGNETIC TYPE
- FLOWMETER – PITOT STATIC TYPE
- FLOWMETER – PROPELLER TYPE
- FLOWMETER – PADDLE WHEEL TYPE
- FLOWMETER – ORIFICE TYPE
- FLOWMETER – ROTAMETER TYPE
- FLOWMETER – FLOW TUBE
- BUBBLER TUBE
- FLOAT
- DIAPHRAGM BOX
- DENSITY ELEMENT
- FLOW SWITCH

PUMPS AND COMPRESSORS

NOTE: XX = AS ADJUSTABLE SPEED
CS-1 CONSTANT SPEED (SINGLE SPEED)
CS-2 CONSTANT SPEED (TWO SPEED)

- CENTRIFUGAL (DRY PIT) PUMP
- SUBMERSIBLE SUMP PUMP
- PISTON PUMP
- DIAPHRAGM PUMP
- PROGRESSING CAVITY PUMP
- GEAR PUMP OR BLOWER (POSITIVE DISPLACEMENT)
- COMPRESSOR (PISTON)
- CENTRIFUGAL BLOWER
- EJECTOR EDUCTOR
- CHEMICAL FEED PUMP
- LOBE PUMP
- EXTRACTION WELL PUMP
- VACUUM PUMP, VACUUM BLOWER (SHOWN WITH COOLING WATER) (CWR, CWS)
- COMPRESSOR (CENTRIFUGAL OR BLOWER)
- AIR COMPRESSOR

VALVES

- BUTTERFLY
- GATE
- CHECK
- BALL
- BALL, NORMALLY CLOSED (N.C.)
- 3-WAY
- GLOBE
- GLOBE, NORMALLY CLOSED (N.C.)
- DIAPHRAGM
- PLUG
- SAFETY
- FOOT
- FLOW LIMITING (OR EXCESS FLOW) CHECK VALVE
- SOLENOID
- 3-WAY PLUG
- VEE-BALL
- PRESSURE RELIEF
- HOSE BIBB
- ANGLE
- AIR RELEASE
- VACUUM BREAKER
- COMBINATION AIR VACUUM/AIR RELEASE VALVE
- PRESSURE REGULATOR
- BALL CHECK
- BALL CHECK (SPRING LOADED)
- SWING CHECK
- CONE
- FLOAT
- SAMPLE TAP
- VAPOR SAMPLE TAP
- NEEDLE
- PINCH
- KNIFE GATE
- FABRICATED SLIDE GATE
- FABRICATED GATE WITH HANDWHEEL
- SLUICE GATE
- BUTTERFLY GATE
- FLAP GATE
- SHEAR GATE
- PLUG DRAIN VALVE
- REDUCED PRESSURE BACKFLOW PREVENTOR
- BUTTERFLY VALVE WITH ELECTRICALLY CONTROLLED PNEUMATIC OPERATOR

LINE LEGEND

- MAIN PROCESS LINE
- SECONDARY PROCESS LINE
- PNEUMATIC SIGNAL
- INTERNAL DATA LINK
- FILLED SYSTEM (CAPILLARY)
- HYDRAULIC SYSTEM SIGNAL
- BUILDING OR FACILITY BOUNDARY
- INSTRUMENT TABLE
- ELECTRICAL CONTROL SIGNAL
- CONNECTING / NON-CONNECTING LINES

MISCELLANEOUS SYMBOLS

- PURGE SET (X=W WATER, X=A AIR)
- SELF CONTAINED AIR SUPPLY
- AIR SET (XX=SUPPLY PRESSURE -PSIG)
- RUPTURE DISK
- WYE STRAINER
- ANNULAR DIAPHRAGM SEAL
- DIAPHRAGM SEAL
- INTERLOCK (REFER TO CONTROL DIAGRAMS)
- PLC BASED INTERLOCK
- AIR GAP
- CHEMICAL INJECTION POINT
- RESTRICTION ORIFICE
- MOTOR DRIVEN EQUIPMENT WITHOUT OTHER SYMBOL
- MIXER, AGITATOR, OR FAN
- REFER TO SHEET NUMBER INSIDE THE SYMBOL SAME PROCESS DESIGNATION
- n W= PROCESS LETTER X= STREAM LETTER
- SIGNAL INTERFACE DESIGNATION W= PROCESS LETTER DESIGNATION X= LOOP NUMBER
- PROCESS EQUIPMENT DESIGNATION W= PROCESS LETTER Y= LOOP NUMBER X= NUMBER OF ITEM OF EQUIPMENT (USED WHEN MORE THAN ONE ITEM IS INCLUDED IN THE LOOP)
- AIR FILTER
- OIL FILTER
- AIR DRYER
- FILTER/LUBRICATOR
- I/P CONVERTER
- FLEXIBLE COUPLING
- BLIND FLANGE
- QUICK DISCONNECT COUPLER
- ECCENTRIC REDUCER
- CONCENTRIC REDUCER
- INTAKE AIR FILTER

IDENTIFICATION LETTERS

	FIRST – LETTER		SUCCEEDING – LETTERS		
	PROCESS INITIATING VARIABLE	ALTERNATE	INDICATING FUNCTION	OUTPUT FUNCTION	DESCRIPTI FUNCTIO
A	AIR	ANALYSIS	ALARM		AUTO
B	BURNER		USER'S CHOICE *	USER'S CHOICE *	USER'S CHOI
C	CONDUCTIVITY			CONTROL	CLOSED
D	DENSITY		DIFFERENTIAL	DIALER	
E	VOLTAGE		ELEMENT		
F	FLOW				
G	USER'S CHOICE *		GAUGE		
H	HAND				HIGH
I	CURRENT (ELECTRICAL)		INDICATOR		INDICATE
J	POWER				
K	TIME			CONTROL STATION	
L	LEVEL		LIGHT		LOW
M	MOTION				MIDDLE
N	TORQUE		USER'S CHOICE *	USER'S CHOICE *	USER'S CHOI
O	USER'S CHOICE		ORIFICE		OPEN
P	PRESSURE/VACUUM		POINT (TEST) CONNECTION		
Q	QUANTITY		TOTALIZER		
R	RESTRICTION		RECORD		RATIO
S	SPEED	SAFETY	SHUTDOWN	SWITCH	SAFETY
T	TEMPERATURE	TELEPHONE		TRANSMITTER	
U	MULTIVARIABLE *		MULTIFUNCTION *	MULTIFUNCTION *	MULTIFUNCTI
V	VIBRATION	VACUUM		VALVE	
W	WEIGHT		WELL		THERMOWELL
X	UNCLASSIFIED *		UNCLASSIFIED *	UNCLASSIFIED *	UNCLASSIFIED
Y	EVENT, STATE OR PRESENCE			SOLENOID	
Z	POSITION, DIMENSION			DRIVER, ACTUATOR, UNCLASSIFIED FINAL CONTROL ELEMENT	

* WHEN USED, EXPLANATION TO BE SHOWN ADJACENT TO INSTRUMENT SYMBOL.

INSTRUMENT OR FUNCTION SYMBOLS

IDENTIFICATION SYMBOL

FIRST LETTER – SUCCEEDING LETTERS

LSH (1) – ID NUMBER

INSTRUMENT LOCATION SY

- FIELD MOUNTED INSTRUMENT
- LOCAL PANEL MOUNTED INSTRUME
- CENTRAL MOTOR CONTROL CENTER CONTROL PANEL MOUNTED INSTRU
- HS (1) OO – ON-OFF HAND SWITCH PANEL MO
- HS (1) H O A – HAND-OFF-AUTO SWITCH PANEL
- BOX AROUND ANY OF THE ABOVE INDICATES A PLC MONITORED FUN

NOTES:

1. NOT ALL SYMBOLS SHOWN ON THIS DRAWING APPEAR IN THIS DRAWING SET.
2. IF SYMBOLS USED ON OTHER DRAWINGS ARE NOT IDENTIFIED ON THIS DRAWING, CONTACT THE ENGINEER.
3. NOTES ON INDIVIDUAL DRAWINGS RELATIVE TO SYMBOLS OR LEGENDS TAKE PRECEDENCE OVER SYMBOLS OR LEGENDS ON THIS DRAWING.

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 93006
MECHANICAL
8-30-06
STATE OF CALIFORNIA

REVISIONS				
TECH DOC RELEASE	TPR	DATE	DESCRIPTION	DRAWN

DESIGN ENGINEER	J. BAUGHMAN	MAY 05
DRAWN	P. REED	MAY 05
PROJECT ENGINEER	B. MEYERS	MAY 05

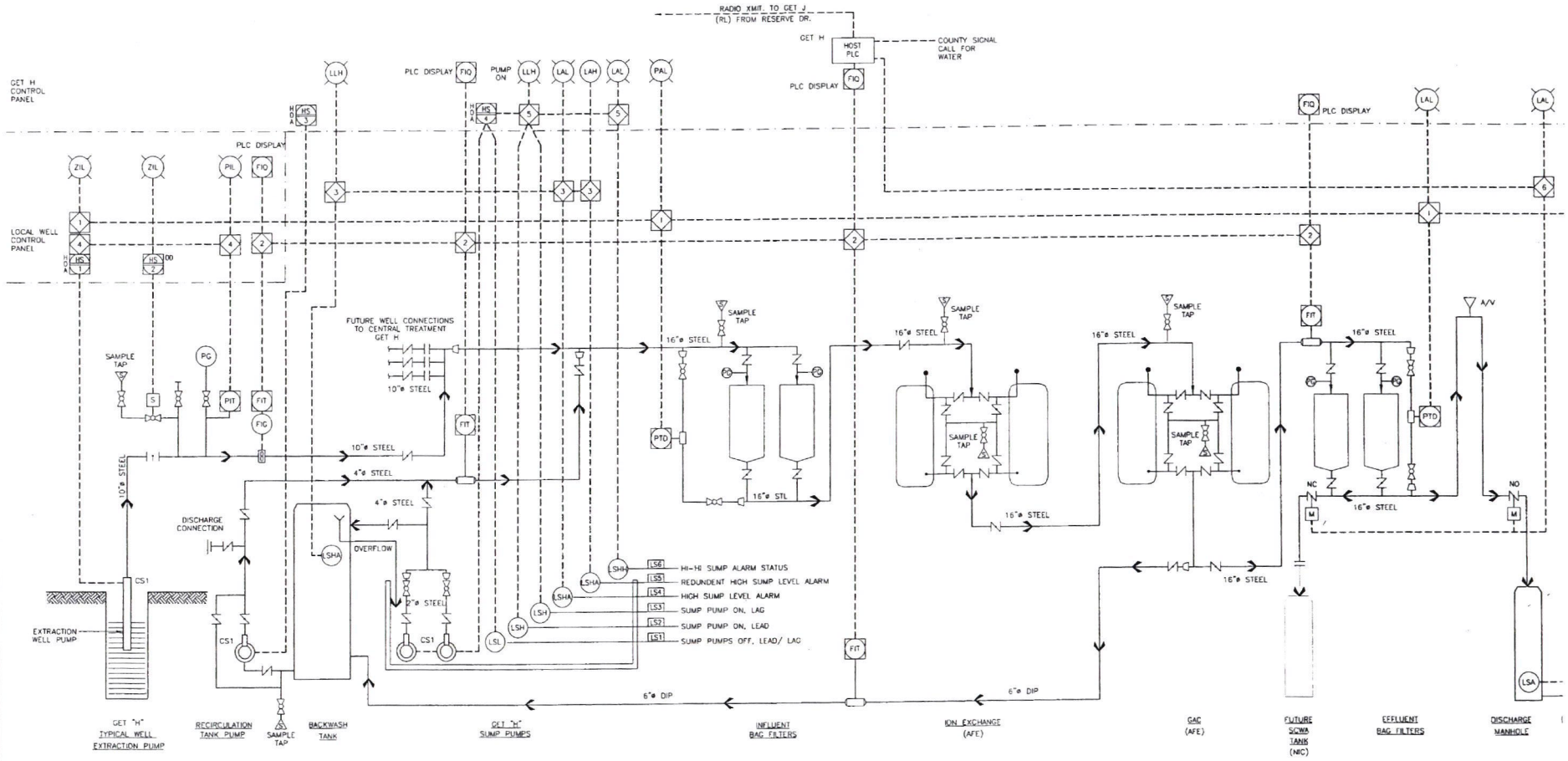
BOEING

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: PROCESS AND INSTRUMENTATIO LEGEND AND SYMBOLS

SCALE: NONE | DRAWING NO.: SFE-1756 | SHT. NO.: 11 | REV

SPEC NO: SP-1756 | TECH DOC RELEASE



GET 'H-B' PROCESS AND INSTRUMENTATION DIAGRAM

1 / 12

SCALE: N/A

1. INTERLOCK BETWEEN COUNTY DISCHARGE HIGH LEVEL OR HIGH DIFFERENTIAL PRESSURE ACROSS VESSELS WILL SHUT DOWN ALL EXTRACTION WELL PUMPS.
2. INTERLOCK BETWEEN FLOW TOTALIZERS FOR ALL EXTRACTION WELL PUMPS AND TOTAL PLANT FLOW OUTPUT AT EFFLUENT BAG FILTERS WITH TWO OTHER FLOW POINTS (BACK FLUSH PIPE FROM GAC AND BACKWASH TANK DISCHARGE PIPE TO INFLUENT BAG FILTERS) IF WELL PUMP TOTAL'S ARE OUT OF RANGE BY 5% TO PLANT OUTPUT FLOW TOTAL, SHUT DOWN ALL WELL PUMPS FEEDING PLANT.
3. INTERLOCK BETWEEN HIGH SUMP LEVEL ALARM AND BACKWASH TANK HIGH LEVEL ALARM, BACKWASH TANK WILL OVERFLOW, RESPOND TO PLANT.
4. INTERLOCK BETWEEN HIGH OR LOW PIPE PRESSURE AT EXTRACTION WELL WILL SHUT DOWN ONLY THAT LOCAL WELL.
5. DUPLEX SUMP PUMPS ON LEAD / LAG CONTROL, BOTH WILL PUMP UNTIL LEVEL DROPS TO 'OFF' POSITION. HI-HI LEVEL WILL SHUT OFF WELL PUMPS.
6. TWO MOTOR OPERATED VALVES SHOULD ALWAYS BE ONE OPEN AND ONE CLOSED FOR PLANT FLOW OUTPUT CONTROL.

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 93008
MECHANICAL
6-30-06
STATE OF CALIFORNIA

REVISIONS			
TECH DOC RELEASE	QTR	DATE	DESCRIPTION
DESIGN ENGINEER	J. BAUGHMAN	MAY 05	
DRAWN	P. REED	MAY 05	
PROJECT ENGINEER	B. MEYERS	MAY 05	

BOEING

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: PROCESS AND INSTRUMENTATION DIAGRAM

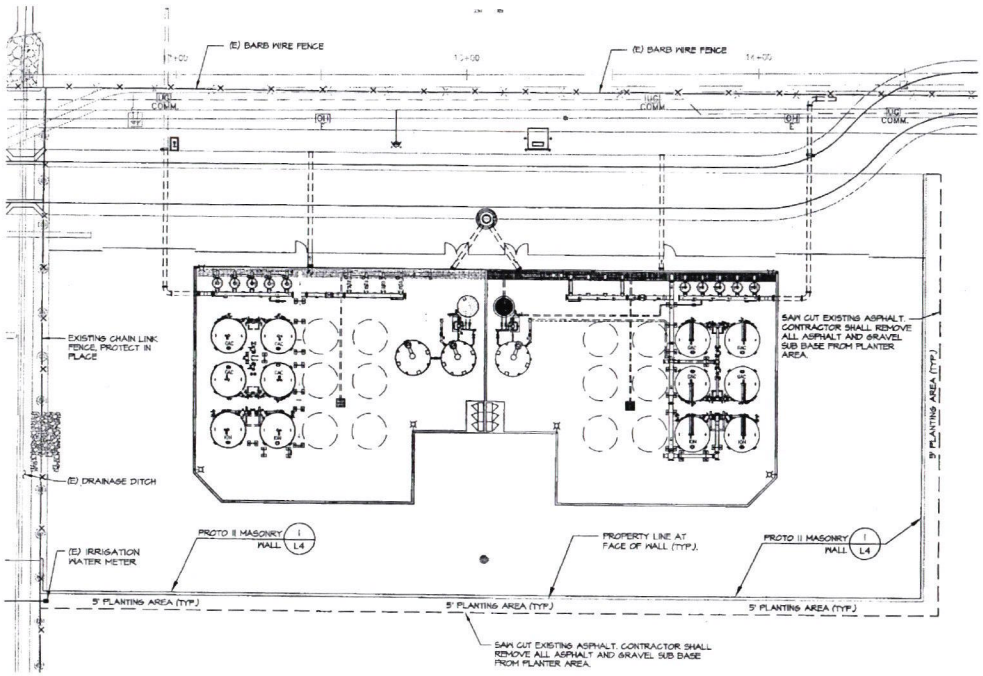
SCALE: AS NOTED

DRAWING NO.: SFE-1756

SHT. NO.: 12

SPEC NO.: SP-1756

TECH DOC RELEASE:



LAYOUT NOTES

1. WRITTEN DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSION. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE OWNER AND COUNTY CONSTRUCTION INSPECTOR OR COUNTY CONSTRUCTION ADMINISTRATION OFFICE PRIOR TO INSTALLATION.
2. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER AND COUNTY CONSTRUCTION INSPECTOR OR COUNTY CONSTRUCTION ADMINISTRATION OFFICE IMMEDIATELY IN WRITING.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES. DAMAGE CAUSED BY THE CONTRACTOR'S INSTALLATION SHALL BE REPAIRED TO THE SATISFACTION OF THE GOVERNING AGENCY AND/OR OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS OF SUCH REPAIRS.
4. VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY THE OWNER AND COUNTY CONSTRUCTION INSPECTOR IF THERE ARE SUBSTANTIAL DISCREPANCIES.
5. ALL TRADES SHALL COORDINATE WORK SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
6. ALL DIMENSIONS ARE TO EDGE OF CONCRETE FLATWORK, FACE OF CURB, CENTER POINT OF RADIUS, OR INSIDE OF LANDSCAPE PLANTER.
7. SLEEVING SHALL BE INSTALLED PRIOR TO PLACING CONCRETE WORK. REFER TO IRRIGATION PLAN FOR POTENTIAL SLEEVING LOCATION. ALL SLEEVING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT NO ADDITIONAL COST TO THE OWNER OR COUNTY, ANY EXISTING LANDSCAPE AREA DESIGNATED TO REMAIN WHICH IS DISTURBED AS A CONSEQUENCE OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
10. ALL MATERIALS & FINISHES SHALL BE AS PER DRAWINGS, DETAILS, & SPECIFICATIONS. SOME MATERIALS MAY REQUIRE A SEVERAL WEEK ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY & ALL ORDERING LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.





PAGE 28 OF 31

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECK

REVISIONS

DESIGNED BY:	KKC	JUNE 21
DRAWN BY:	KKC	JUNE 21
PROJECT ENGINEER	B. MEYERS	JUNE 21

BOEING

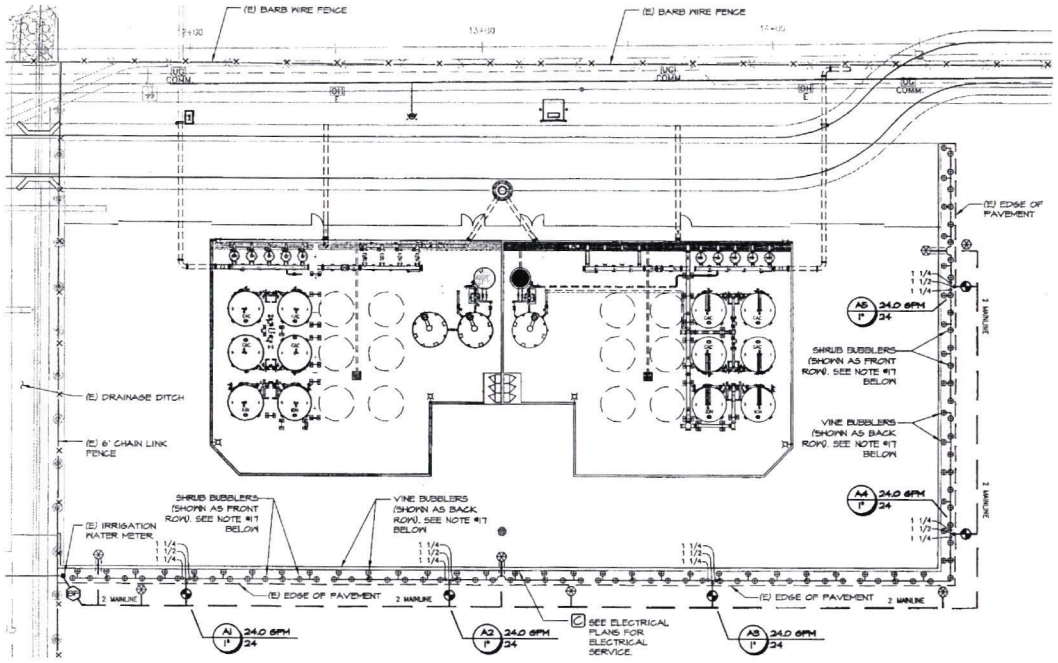
Stantec Consulting
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PROJECT TITLE

MATHER GET "H-B"

DWG. DESCRIPTION: LANDSCAPE LAYOUT PLAN

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	L1 OF 6
SPEC NO SP-1756	TECH DOC RELEASE	



IRRIGATION LEGEND

SYMBOL	MFG	MODEL	EMITTER/ NOZZLE	RADIUS/ PATTERN	DISCHRG. RATE @ 10 PSI	PRECIP. RATE
⊕	RAINBIRD	1300A-F	BUBBLER	UMBRELLA	1.0 GPM	-

IRRIGATION KEY

SYM	MFG	MODEL	ITEM
C	TORO	TP-06-OD	6 STATION WALL MOUNT IRRIGATION CONTROLLER
	RAINBIRD	PEB	ELECTRIC REMOTE CONTROL VALVE (SIZE PER PLAN)
	RAINBIRD	44LRC	QUICK COUPLING VALVE IN VALVE BOX
	NIBCO	T113	BRONZE VALVE IN VALVE BOX. (SIZE TO MATCH PIPES UP TO 2" DIA.)
BF	WILKENS	475XL-1 1/2"	1 1/2" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE.
		CLASS 200	PVC LATERAL LINE (SIZE PER PLAN)
		CLASS 200	PVC MAINLINE (SIZE PER PLAN)
		SCH 40	PVC SLEEVE AT 2 X LINE SIZE, UNDER ALL PAVING, TYP.

A1 — CONTROLLER DESIGNATION & VALVE NUMBER
38.5 GPM — GALLONS PER MINUTE
2" — VALVE SIZE
15 — NUMBER OF HEADS

IRRIGATION NOTES

1. PLANS ARE DIAGRAMMATIC. ALL DIMENSIONS, QUANTITIES AND MATERIALS SHALL BE VERIFIED BY IRRIGATION CONTRACTOR. CONTRACTOR SHALL INSTALL ADDITIONAL HEADS, AS NEEDED, TO PROVIDE ADEQUATE COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
2. SYSTEM IS DESIGNED AT A MAXIMUM OF 24.0 GPM. THE EXISTING STATIC PRESSURE IS 55 PSI. THE IRRIGATION CONTRACTOR SHALL VERIFY THE PRESSURE ON-SITE PRIOR TO INSTALLATION OF ANY IRRIGATION WORK. IF THERE IS A DISCREPANCY, THE IRRIGATION CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING SO ADJUSTMENTS CAN BE MADE.
3. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING. ALL WORK AND MATERIALS SHALL COMPLY WITH THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS.
4. SLEEVES.
   A. ALL PIPING AND 24 VOLT WIRING PASSING UNDER PAVING OR GRAVEL ROADS SHALL BE SLEEVED.
   B. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE PAVING CONTRACTOR FOR INSTALLATION OF SLEEVES.
5. ALL PIPING UNDER PAVING SHALL BE INSTALLED IN SEPARATE SCH 40 SLEEVES @ 24" MIN. DEPTH BELOW GRADE AND HAVE SAND BACKFILL 6" MIN. ABOVE AND BELOW PIPE. ALL WIRING UNDER PAVEMENTS SHALL BE INSTALLED IN PVC SCH. 40 ELEC. CONDUIT SHALL EXTEND 6' BEYOND EDGE OF PAVEMENT OR CURB. ALL SLEEVES & CONDUIT SHALL BE INSTALLED PRIOR TO THE PAVEMENT INSTALLATION.
6. THE IRRIGATION CONTRACTOR SHALL LAY OUT ALL WORK PRIOR TO TRENCHING OPERATIONS TO DETERMINE IF MINOR MODIFICATIONS WILL BE REQUIRED.
7. THE CONTRACTOR SHALL PROVIDE AND INSTALL THE AUTOMATIC CONTROLLER AND ALL UF-14 CONTROL WIRE. THE ELECTRICAL CONTRACTOR SHALL PROVIDE 110V SERVICES AND SERVICE HOOK-UPS FROM THE POWER SOURCE TO THE AUTOMATIC CONTROLLER.
8. MAINLINE SHALL BE PVC SCHEDULE 40 WITH SOLVENT WELD SCHEDULE 40 NIPPLES AND FITTINGS. COVER FOR MAINLINE SHALL BE 24". SOLVENT WELD MAINLINE FITTING WITHIN SLEEVES.
9. LATERAL LINES SHALL BE PVC SCH 40 PIPE WITH SCHEDULE 40 NIPPLES AND SCHEDULE 40 SOLVENT WELD FITTINGS. MINIMUM COVER 18".
10. ALL PIPING, RCV'S AND GCV'S SHALL BE INSTALLED IN PLANTING AREA (PIPING MAY PASS UNDER PAVING AS REQUIRED). RCV'S AND GCV'S SHALL BE INSTALLED ADJACENT TO WALKS OR PAVING (AS PER DETAIL). MAINLINE AND IRRIGATION COMPONENTS SHOWN OUTSIDE PLANTER FOR PLAN CLARITY PURPOSES ONLY.
11. INSTALL SLEEVES AS NECESSARY OR AS REQUIRED AS PER PLANS. THE SLEEVES SHALL BE INSTALLED JUST PRIOR TO PLACEMENT OF BASE MATERIALS AND PAVING. BACKFILL FOR SLEEVES SHALL BE COMPACTED TO THE SPECIFIED DENSITY FOR THE SUBGRADE.
12. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
13. INSTALL ALL SPRINKLER HEADS PERPENDICULAR TO SLOPES OR GRADE.
14. SEE IRRIGATION DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ALL EXISTING SPRINKLER EQUIPMENT DAMAGED BY HIS CONSTRUCTION OPERATIONS.
16. AT EACH STUB OUT, THE CONTRACTOR SHALL INSTALL (2) #14 RED WIRES (CONTROL) AND (1) #14 WHITE WIRE (COMMON) FROM THE IRRIGATION CONTROLLER. COIL A MINIMUM OF 25' OF WIRE AROUND EACH STUB OUT IN VALVE BOX.
17. SPACE SHRUB BUBBLERS AT 6' O.C., SPACE VINE BUBBLERS AT 10' O.C., SEE PLANTING PLAN.





TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHKD
			REVISIONS		

DESIGNED BY:	KKC	JUNE 21
DRAWN BY:	KKC	JUNE 21
PROJECT ENGINEER	B. MEYERS	JUNE 21

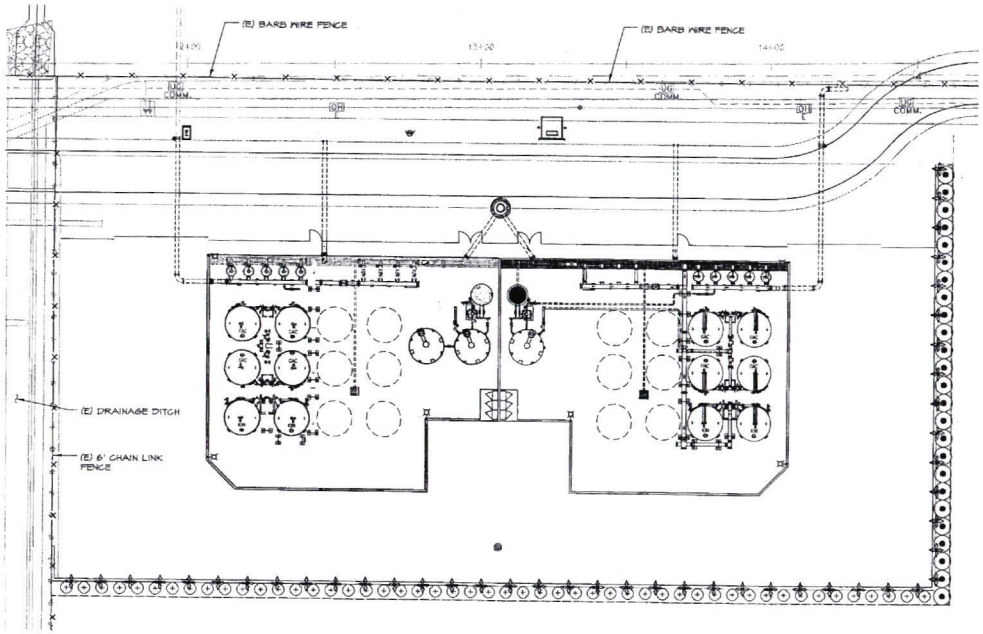
BOEING

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PROJECT TITLE
MATHER GET "H-B"

DWG. DESCRIPTION: LANDSCAPE IRRIGATION PLAN

SCALE	AS NOTED	DRAWING NO.	SHT. NO.
SPEC NO	SP-1756	SFE-1756	L2 OF 6
		TECH DOC RELEASE	



PLANTING NOTES

1. ALL WORK SHOWN ON SHEETS L1 THROUGH L6 SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD SPECIFICATIONS.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLANT QUANTITIES FROM LANDSCAPE PLAN.
3. NO PLANTING SHALL BE STARTED UNTIL FINISH GRADING AND IRRIGATION SYSTEM HAVE BEEN COMPLETED AND APPROVED BY THE OWNER.
4. LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IN THE EVENT OF PLANT UNAVAILABILITY IMMEDIATELY AFTER BID AWARD(S). ANY SUBSTITUTIONS MUST BE REQUESTED IN WRITING AND SUBMITTED TO THE OWNER FOR APPROVAL WITHIN 10 DAYS AFTER AWARD OF CONTRACT.
5. NOTIFY THE OWNER IF SUBSURFACE WATER IS ENCOUNTERED DURING PLANT PIT EXCAVATION.
6. ALL PLANT MATERIALS SHALL MEET SIZE SPECIFICATIONS AS SHOWN ON THE PLANT LIST, AND SHALL BE HEALTHY, FULL, AND SHALL BE OF FIRST RATE QUALITY FOR THE SPECIES.
7. ALL PLANT MATERIALS SHALL BE INSTALLED AS SHOWN ON THE DETAILS OF THESE PLANS.
8. ALL PLANTING AREAS SHALL BE GRADED AND PLANTED FOR POSITIVE DRAINAGE AWAY FROM STRUCTURES, WALLS AND FENCES.
9. THE LOCATIONS OF TREES AND SHRUBS SHALL BE ADJUSTED IN THE FIELD TO ACCOMMODATE EXISTING UTILITIES, LIGHTS, SPRINKLERS, ETC.
10. PRIOR TO ORDERING, BARK AND AMENDMENTS MUST BE SUBMITTED TO THE COUNTY OF SACRAMENTO. DELIVERY RECEIPTS MUST BE SUBMITTED FOLLOWING DELIVERY.
11. AFTER PLANTING IS COMPLETE AND AREAS HAVE BEEN FINE GRADED, SPREAD BARK TOP DRESS TO A 3" MINIMUM DEPTH IN ALL NON-TURF, PLANTER BEDS. APPLY PRE-EMERGENT, AS PER SPECIFICATIONS, TO ALL PLANTER BEDS BEFORE TOP DRESS IS SPREAD. ADDITIONAL FERTILIZER AND PRE-EMERGENT TO BE APPLIED AT END OF MAINTENANCE PERIOD.
12. SEE LANDSCAPE DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
13. THE CONTRACTOR SHALL MAINTAIN ALL LANDSCAPED AREAS FOR A MINIMUM PERIOD OF 90 CALENDAR DAYS FOLLOWING COMPLETION OF ALL WORK. LEVEL OF MAINTENANCE SHALL MEET OR EXCEED THE COUNTY OF SACRAMENTO LANDSCAPE MAINTENANCE SPECIFICATIONS AND PROVISIONS (LATEST EDITION). THE OWNER WILL BE RESPONSIBLE OF ALL MAINTENANCE THEREAFTER. MONTHLY INSPECTIONS SHALL BE PERFORMED BY COUNTY OF SACRAMENTO MAINTENANCE STAFF AND/OR THE OWNER DURING THE MAINTENANCE PERIOD. ALL DEFICIENT WORK IDENTIFIED DURING THESE INSPECTIONS SHALL BE CORRECTED IN A TIMELY MANNER OR PROGRESS PAYMENTS SHALL BE DEDUCTED.
14. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: WATERING, MOWING, WEEDING, TRIMMING, FERTILIZING, SPRAYING INSECT AND PEST CONTROLS, REPLACEMENT OF DAMAGED OR DYING PLANT MATERIAL AND LITTER AND TRASH REMOVAL, ON A WEEKLY SCHEDULE.
15. PLANTER BED MULCH SHALL BE SMALL CHIPPED FIR BARK. MULCH SHALL BE FREE OF LARGE WOODY PIECES, SOIL, STONES, STICKS, DEBRIS OR OTHER FOREIGN MATTER.
16. ALL TREES SHALL BE PLANTED CLEAR OF PAVING AND FUTURE WALLS AS NOTED ON PLANS.
17. CONTRACTOR SHALL SUBMIT (2) SOIL SAMPLES FOR LAB ANALYSIS. SAMPLES SHALL BE FROM SEPARATE LOCATIONS WITHIN THE PLANTER STRIP. COLLECT SAMPLES AT A DEPTH OF 12"-18" AFTER REMOVAL OF EXISTING ASPHALT AND SUB BASE. CONTRACTOR SHALL SUBMIT SOIL ANALYSIS RESULTS TO COUNTY AND LANDSCAPE ARCHITECT. AMEND SOIL ACCORDING TO SOIL RECOMMENDATIONS AND LANDSCAPE SPECIFICATIONS.

WATER USE CALCULATION

WATER USE	PLANT	AREA	WATER USE FACTOR	WATER USE SF VALUE
LOW	-	0 SF	0.4	0 SF
MEDIUM	PHOTINIA PITTOSPORUM, FICUS	2,254 SF	1.0	2,254 SF
TOTALS:		2,254 SF	IS EQUAL TO	2,254 SF

PLANT LEGEND

SYMBOL	BOTANICAL/ COMMON NAME	QUANTITY	SIZE	WATER USE	REMARKS
	SHRUBS				
⊙	PHOTINIA FRASERII 'INDIAN PRINCESS'/ DWARF PHOTINIA	25	5 GAL	MED	6' O.C.
⊕	PITTOSPORUM TOBIRA VARIEGATA/ VARIEGATED PITTOSPORUM	50	5 GAL	MED	6' O.C.
	CLIMBING VINES				
✦	FICUS REPENS/ CREEPING FIG	45	1 GAL	MED	10' O.C.

LANDSCAPE KEY

- - - - - SAW CUT EXISTING ASPHALT

0 10 20 40 60 80

LICENSED LANDSCAPE ARCHITECT — JOSE M. ANDRADE — No. 5444 — Signature 8/31/08 — Renewal Date — State — STATE OF CALIFORNIA

TECH. DOC RELEASE	STA	DATE	DESCRIPTION	DRAWN	CHECK
			REVISIONS		

DESIGNED BY: KKC — DATE: JUNE 21
DRAWN BY: KKC — JUNE 21
PROJECT ENGINEER: B. MEYERS — JUNE 21

BOEING

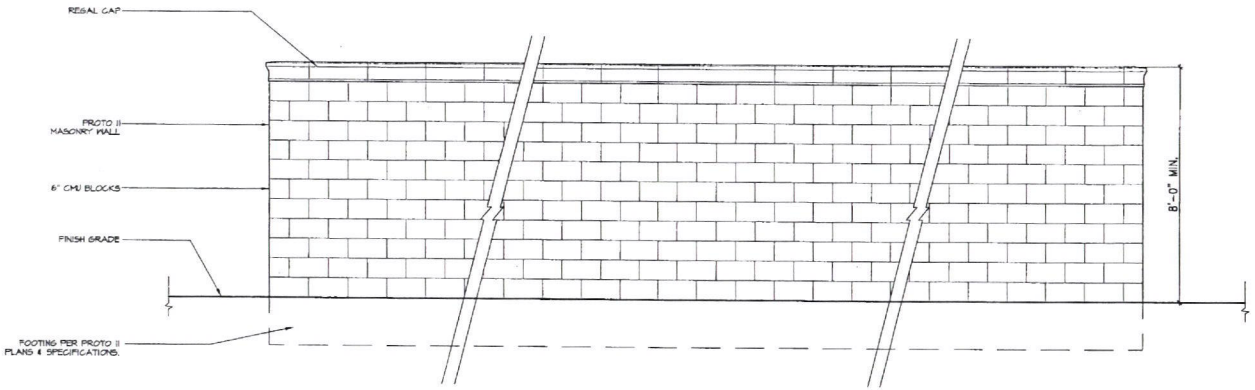
Stantec Consulting — 3160 Gold Valley Drive, Suite 800, Sacramento, CA 95742 — tel: 916.386.7800 — fax: 916.386.7810

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: LANDSCAPE PLANTING PLAN

SCALE: AS NOTED — DRAWING NO.: SFE-1756 — SHT. NO.: L3 of 6

SPEC NO: SP-1756 — TECH DOC RELEASE

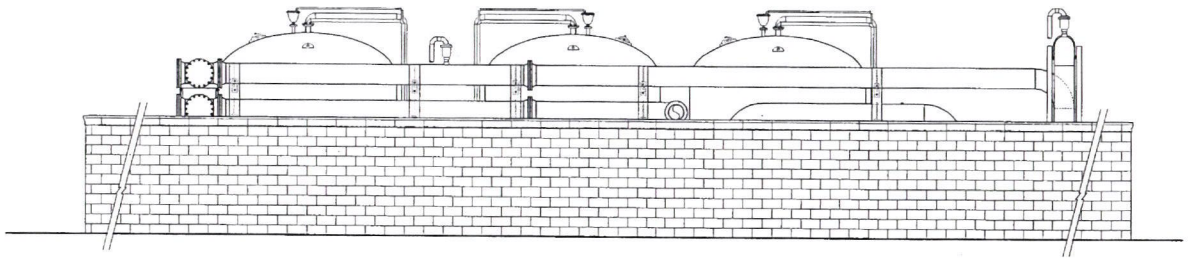


1/L4 PROTO II MASONRY WALL W/ CAP

SCALE: 1/2" = 1'-0"

NOTES:

1. ALL MASONRY WORK SHALL BE AS SPECIFIED BY PROTO II FENCE WALL PLAN AND SPECIFICATIONS. CONTACT RAMONA KOEHLER WITH BASALITE BLOCK AT TELEPHONE NUMBER: 800-776-6690.
2. TEXTURE & COLOR:
   - WALL: SPLIT-FACE BASALITE BLOCK COLOR #000, DARK GREY
   - WALL CAP: PRECISION REGAL BASALITE CAP COLOR #D205, LIGHT GREY
   - COLUMN: SPLIT-FACE BASALITE BLOCK COLOR #D205, LIGHT GREY
   - COLUMN CAP: PRECISION REGAL BASALITE CAP COLOR #D205, LIGHT GREY
3. ALL MASONRY INSTALLATION IS TO BE PERFORMED BY A CERTIFIED PROTO II MASONRY CONTRACTOR.



2/L4 MASONRY WALL SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

LICENSED LANDSCAPE ARCHITECT — ROBERT W. MYHORE — No. 2554 — Signature — 6/21/06 — Renewal Date — STATE OF CALIFORNIA

TECH DOC RELEASE	STN	DATE	DESCRIPTION	DRAWN	CHECKED

REVISIONS

DESIGNED BY: KKC	DATE: JUNE 21	
DRAWN BY: KKC	JUNE 21	
PROJECT ENGINEER: B. MEYERS	JUNE 21	

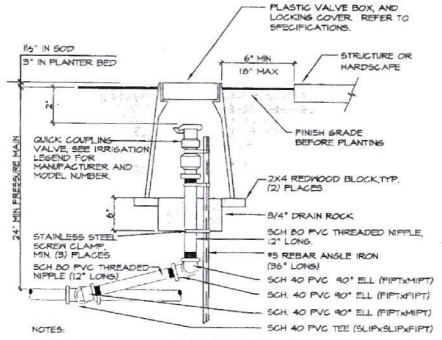
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Stantec Consulting — 3589 Venture Oaks Way, Sacramento, CA 95827 — Tel. 916.386.2100 — www.stantec.com

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: WALL ELEVATIONS

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	L4 of 6
SPEC NO: SP-1756	TECH DOC RELEASE	

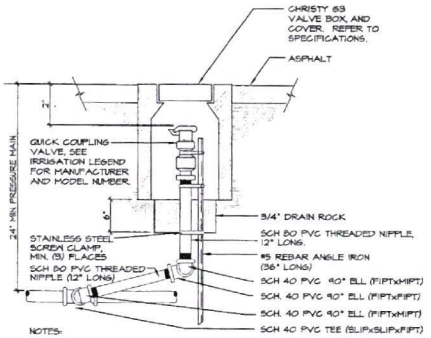


NOTES:

1) INSTALL QUICK COUPLING VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
2) INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPING.
3) PLACE 3/4" DIA. DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
4) REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.
5) SIZE OF ASSEMBLY TO BE EQUAL TO THE FIPT OF THE QUICK COUPLER.

1 L5 QUICK COUPLING VALVE

NOT TO SCALE

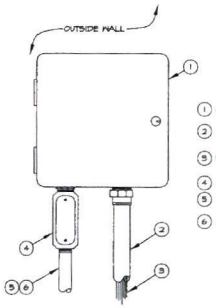


NOTES:

2) INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPING.
3) PLACE 3/4" DIA. DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
4) REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.
5) SIZE OF ASSEMBLY TO BE EQUAL TO THE FIPT OF THE QUICK COUPLER.

2 L5 QUICK COUPLING VALVE, ASPHALT CONDITION

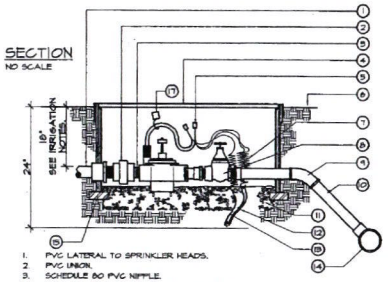
NOT TO SCALE



1. HYBRID CONTROLLER, OUTDOOR WALL MOUNT
2. 1.5-INCH PVC SCH 40 CONDUIT AND FITTINGS
3. WIRES TO REMOTE CONTROL VALVES
4. JUNCTION BOX
5. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS TO POWER SUPPLY
6. SEE ELECTRICAL PLANS FOR POINT OF CONNECTION.

3 L5 WALL MOUNTED CONTROLLER

NOT TO SCALE

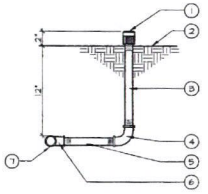


1. PVC LATERAL TO SPRINKLER HEADS.
2. PVC UNION.
3. SCHEDULE 80 PVC NIPPLE.
4. PLASTIC VALVE BOX WITH BOLT DOWN LID. HEAT BRAND R.C.V. ON COVER (W/VALVE #) SEE SPECS.
5. UL LISTED WATERPROOF CONNECTORS.
6. FINISH GRADE (½" IN SEED, 1 ½" IN SOD, 2 ½" IN PLANTER BED) BELOW LID.
7. COILS: LEAVE EXCESS 2'-0" COILS IN EACH VALVE BOX. WRAP WIRE AROUND 1/2" PIPE 15 TIMES TO CREATE COILS.
8. PVC SCH. 80 BALL VALVE.
9. SCH. 80 PVC 45° ELL.
10. SCH. 80 PVC NIPPLE.
11. 6" LAYER OF PEA GRAVEL.
12. CONTROL WIRE FROM CONTROLLER
13. COMMON WIRES
14. PVC MAIN LINE & FITTINGS
15. STANDARD RED BRICK (2 PLACES)
16. ALL WIRES TO BE INSTALLED AS PER LOCAL CODE.
17. VALVE TAG # BRAND TOP OF VALVE BOX (VALVE NUMBER.

NOTE: NO MALE ADAPTERS WILL BE ALLOWED.

4 L5 ELECTRIC REMOTE CONTROL VALVE

NOT TO SCALE

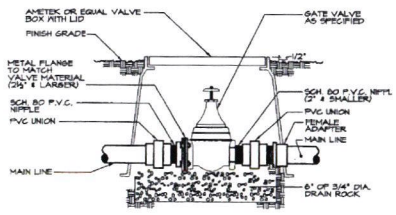


SECTION

1. BUBBLER HEAD (SEE IRRIGATION LEGEND).
2. FINISH GRADE.
3. SCH. 80 PVC RISER.
4. SCH. 80 PVC ELL.
5. MALE/MALE FLEX RISER.
6. PVC TEE OR ELL.
7. LATERAL SUPPLY LINE.

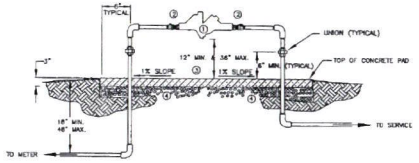
7 L5 BUBBLER

SCALE: 1 1/2" = 1'-0"



8 L5 GATE VALVE

NOT TO SCALE



NOTES:

REDUCED PRESSURE BACKFLOW PREVENTER SHALL BE LISTED ON THE STATE OF CALIFORNIA'S DEPT. OF HEALTH SERVICES MOST RECENT LIST OF APPROVED REDUCED PRESSURE BACKFLOW PREVENTERS.

ALL PIPES SHALL BE GALVANIZED SCHEDULE 40 STEEL, TYPE K COPPER, OR BRONZE. ALL BURIED PIPES SHALL BE WRAPPED WITH 8 MIL POLYETHYLENE ENCASEMENT OR 10 MIL POLYETHYLENE TAPE.

GALVANIZED PIPE SHALL HAVE ANODE BAG PER COUNTY BUILDING INSPECTION REQUIREMENTS CODE. INSTALL DI-ELECTRIC COUPLING OR FITTING BETWEEN DISSIMILAR METALS.

1. REDUCED PRESSURE BACKFLOW PREVENTER.
2. BRONZE BODY, RESILIENT SEATED BALL VALVE MINIMUM WORKING PRESSURE OF 175 PSI.
3. 3" SLAB - 18" WIDE WITH WARNING LENGTH
4. 1/2" OR 3/4" CRUSHED ROCK, 4" MINIMUM THICKNESS. MECHANICALLY COMPACTED TO 95% COMPACTION.

SACRAMENTO COUNTY PUBLIC WORKS AGENCY

REDUCED PRESSURE BACKFLOW PREVENTER 1" TO 2"

8-8A

DIRECTOR, DEPARTMENT OF WATER RESOURCES

J:\Standards\Details\Civil\Sac_County\Water\8-8A.dwg

5 L5 REDUCED PRESSURE BACKFLOW PREVENTER 1" TO 2"

NOT TO SCALE



STEP 1: STRIP WIRES 1/2" FROM ENDS.

STEP 2: APPLY SCOTCHLOK Y SPRING CONNECTOR IN A CLOCKWISE DIRECTION.

STEP 3: INSERT SPLICE TO BOTTOM OF GEL-FILLED TUBE. CHECK TO MAKE SURE CONNECTOR HAS BEEN PUSHED PAST LOCKING FINGERS AND IS SEATED AT BOTTOM OF TUBE.

STEP 4: POSITION WIRES IN WIRE CHANNELS AND CLOSE INSULATOR TUBE COVER.

SECTION

NO SCALE

6 L5 WATERPROOF CONNECTORS

NOT TO SCALE

LICENSED LANDSCAPE ARCHITECT — STATE OF CALIFORNIA

Signature
Registered Date

REVISIONS

TECH. DOC. RELEASE	STR	DATE	DESCRIPTION	DRAWN	CHECK

DESIGNED BY:	KKC	JUNE 21
DRAWN BY:	KKC	JUNE 21
PROJECT ENGINEER	B. MEYERS	JUNE 21

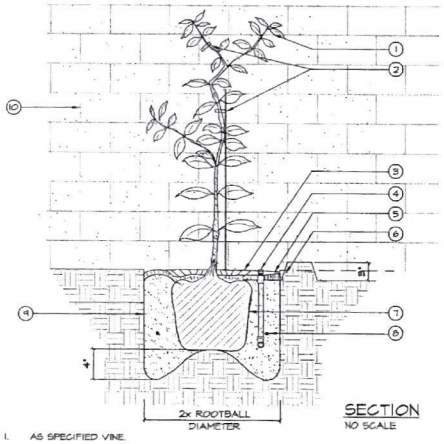
BOEING

Stantec Consulting Services Inc. 3700 Ventura Drive, Sacramento, CA 95834 Tel. 916.928.3300 www.stantec.com

PROJECT TITLE: MATHER GET "H-B"

DWG. DESCRIPTION: LANDSCAPE CONSTRUCTION DETAILS

SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	L5 OF 6
SPEC NO. SP-1756	TECH. DOC. RELEASE	

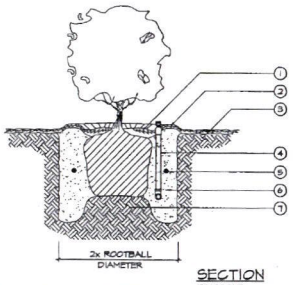


SECTION
NO SCALE

1. AS SPECIFIED VINE.
2. ANCHOR AS APPROPRIATE FOR VINE-
   TENDRILS: REQUIRES WIRE FRAMEWORK & COMMERCIAL VINE TIES.
   TWINING: COMMERCIAL VINE TIES.
   CLINGING: NO ANCHOR REQUIRED.
3. WATERING BASIN.
4. BUBBLER PER IRRIGATION DETAILS.
5. 3" MULCH.
6. LOOSEN & TRIM ROOTBALL. NO ROOTBOUND VINES WILL BE ACCEPTED. SET TWO INCHES (2") ABOVE FINISH GRADE.
7. FERTILIZER TABLETS, SEE PLANTING AND SOIL RECOMMENDATIONS ON THIS SHEET.
8. PREPARED BACKFILL MIX AS SPECIFIED.
9. REMOVE ANY EXCESS CONCRETE TRASH.
10. 6' MASONRY WALL.

1/L6 VINE PLANTING DETAIL

NOT TO SCALE

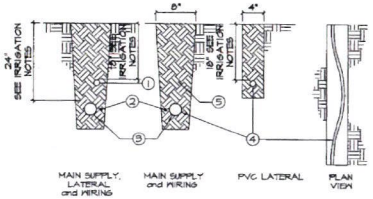


SECTION
NO SCALE

1. 3" LAYER OF APPROVED MULCH.
2. 5" HIGH EARTH MOUND.
3. FINISH GRADE: PLANT ROOT CROWN 1" ABOVE FINISH GRADE. PROVIDE POSITIVE DRAINAGE AWAY FROM ROOTBALL.
4. BUBBLER PER IRRIGATION DETAILS.
5. FERTILIZER TABLETS - SEE SPECIFICATIONS.
6. PREPARED BACKFILL. SEE SPECIFICATIONS.
7. EXISTING UNDISTURBED SOIL. PROVIDE POSITIVE DRAINAGE AWAY FROM ROOTBALL.

2/L6 SHRUB PLANTING DETAIL

NOT TO SCALE



SECTION
NO SCALE

1. IRRIGATION LATERAL.
2. WIRING: TAPE AND BUNDLE WIRING AT 10'-0" INTERVALS. COMMON TRENCHING OF IRRIGATION PIPE AND REMOTE CONTROL VALVE WIRING TO BE DONE WHERE EVER POSSIBLE (INSTALL TRACE WIRE ALONG ALL MAIN LINE PIPE THAT DOES NOT HAVE CONTROL WIRES ADJACENT TO PIPE.)
3. MAIN LINE: ALL MAIN LINE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. MAINTAIN MINIMUM 4" SPACE BETWEEN PARALLEL PIPE LINES AND 6" VERTICAL SPACE BETWEEN MAIN LINE AND LATERAL LINES. WIRING AND MAIN LINE TO BE AT SAME MINIMUM DEPTH OF 30".
4. ALL PVC PIPE TO BE SNAKED IN TRENCHES AS SHOWN.
5. BACKFILL: SEE SPECS.
6. ALL PIPING UNDER PAVING SHALL BE SLEEVED.

3/L6 TRENCHING DETAIL

NOT TO SCALE

IRRIGATION CONTROLLER SCHEDULE

Job Name	Mather GET "H-B"					Date	22-Jun-05	1842 00401
Minutes per Week Actual Water Time Use Formula Show 0 for no time	Station # Controller 'A'	Sprinkler Type Turf spray, Shrub spray Turf rotor, Shrub rotor Tree bubbler, Shrub bubbler Color spray	Minutes per Week Controller Water Time	Start Time Show 1 start time minimum	Water Days per Week Show 1 day min.	Minutes of Run Time per Start Time	Gallon per Minute per Valve Show 0.00 GPM minimum	Estimate Water Usage in Gallons per Week
7	1	Shrub Bubbler	10	2	5	1	24.00	240
7	2	Shrub Bubbler	10	2	5	1	24.00	240
7	3	Shrub Bubbler	10	2	5	1	24.00	240
7	4	Shrub Bubbler	10	2	5	1	24.00	240
7	5	Shrub Bubbler	10	2	5	1	24.00	240
0	6		0	1	1	0	0.00	0
0	7		0	1	1	0	0.00	0
0	8		0	1	1	0	0.00	0
0	9		0	1	1	0	0.00	0
0	10		0	1	1	0	0.00	0
0	11		0	1	1	0	0.00	0
0	12		0	1	1	0	0.00	0

Total Minutes per Week	50	Total Gallons per Week	1,200
Total Hours per Week	0.8	Total Gallons per Year (80% of total)	49,920

Water Window	PM	AM	Hours / Day	Days	Hrs / Week	Hrs Req.	Hrs. Avail	Hrs Avail (2 Sta Run)
	10	6	8	5	40	0.8	39.2	78.3

LICENSED LANDSCAPE ARCHITECT 1969 RHOADS MACKENZIE
REGISTERED 6/21/05
STATE OF CALIFORNIA

TECH DOC RELEASE	STA	DATE	DESCRIPTION	DRAWN	CHECK
			REVISIONS		

DESIGNED BY: KKC	DATE: JUNE 21	BOEING
DRAWN BY: KKC	JUNE 21	
PROJECT ENGINEER: B. MEYERS	JUNE 21	

PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: LANDSCAPE CONSTRUCTION DETAILS AND IRRIGATION SCHEDULE

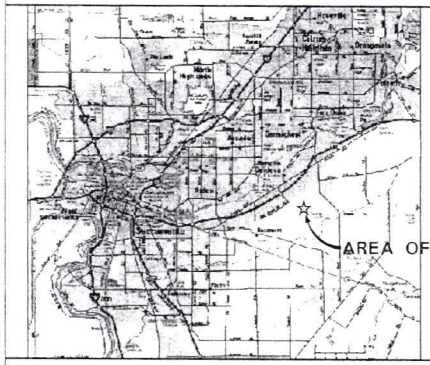
SCALE	DRAWING NO.	SHT. NO.
AS NOTED	SFE-1756	L6 OF 6
SPEC NO: SP-1756	TECH DOC RELEASE	

RECEIVED
AUG 26 2005
RANCHO CORDOVA
PLANNING

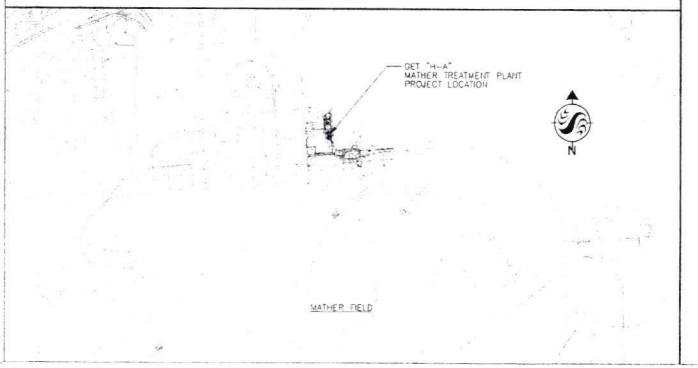
GENCORP AEROJET

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM
GET 'H-A'
MATHER TREATMENT PLANT
WESTERN GROUNDWATER OPERABLE UNIT
RANCHO CORDOVA, CALIFORNIA

VICINITY MAP



LOCATION MAP



DRAWING INDEX

TITLE

1	T1	TITLE SHEET	REV -

GENERAL

2	G1	ABBREVIATIONS, LEGEND AND SYMBOLS	REV -
3	G2	LOCATION MAP	REV -
4	G3	PROCESS FLOW DIAGRAM	REV -

STRUCTURAL

5	S1	STRUCTURAL GENERAL NOTES	REV -
6	S2	FOUNDATION PLAN	REV -
7	S3	DETAILS	REV -
8	S4	DETAILS	REV -

MECHANICAL

9	M1	MECHANICAL SITE PLAN	REV -
10	M2	ENLARGED MECHANICAL SITE PLAN	REV -
11	M3	TANK ELEVATION	REV -
12	M4	MECHANICAL DETAILS	REV -
13	M5	MECHANICAL DETAILS	REV -
14	M6	FILTER VESSELS	REV -

ELECTRICAL

15	E1	ELECTRICAL ABBREVIATIONS AND LEGEND	REV -
16	E2	ELECTRICAL ONE LINE DIAGRAM	REV -
17	E3	ELECTRICAL CONTROL PANEL SCHEMATIC	REV -
18	E4	ELECTRICAL PLANT CONTROL SCHEMATICS	REV -
19	E5	ELECTRICAL ENLARGED SITE PLAN	REV -
20	E6	ELECTRICAL DETAILS	REV -

PROCESS AND INSTRUMENTATION

21	I1	PROCESS AND INSTRUMENTATION LEGEND AND SYMBOLS	REV -
22	I2	PROCESS AND INSTRUMENTATION DIAGRAM	REV -

GENERAL NOTES

1. CONTRACTOR SHALL BE FAMILIAR WITH ALL BUILDING CODES, REGULATIONS AND LOCAL ORDINANCES HAVING JURISDICTION OVER THIS PROJECT AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH ANY WORK AFFECTED BY THE DISCREPANCY.
2. ALL DIMENSIONS SHOWN ON DRAWINGS SHALL BE VERIFIED BY CONTRACTOR AND IF THERE ARE DISCREPANCIES, CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PROCEEDING WITH ANY WORK AFFECTED BY THE DISCREPANCY.
3. ALL CONTRACTORS SHOULD VISIT THE SITE TO BECOME ACQUAINTED WITH CONDITIONS AFFECTING THEIR PARTICULAR WORK ON THIS PROJECT.
4. ENGINEER RESERVES THE COPYRIGHT TO ALL DRAWINGS AND DESIGNS.
5. DIMENSION TAKES PRECEDENCE OVER SCALE.
6. ANY DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS SHALL REQUIRE ENGINEERS APPROVAL PRIOR TO CONSTRUCTION
7. WORK SHALL CONFORM TO ALL REQUIREMENTS OF THE "TECHNICAL SPECIFICATIONS FOR GET 'H-A' – MATHER TREATMENT PLANT."
8. CONTRACTOR TO COORDINATE SUBCONTRACTORS TO ENSURE THAT ALL WORK INDICATED IN THESE CONSTRUCTION DOCUMENTS IS PERFORMED.
9. WHERE NO SPECIFIC DETAIL IS SHOWN, CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
10. ADDITIONAL GENERAL NOTES ARE PROVIDED ON OTHER SHEETS THROUGHOUT THIS DRAWING SET.

CONTACTS

AEROJET ENVIRONMENTAL REMEDIATION		ALAN JACKSON	(916) 355-3822
STANTEC CONSULTING		BRUCE BAKER	(916) 569-2500
SMUD ESTIMATOR	FILE #30044165	KIMBERLY FISHER	(916) 732-7090
SMUD INSPECTOR		RAY PADILLA	(916) 869-1357
SBC		KAREN MORALES	(916) 453-7300
SACRAMENTO CONTROL SYSTEMS		BOB RICE	(916) 638-0788

CITY OF RANCHO CORDOVA

APPROVED: _____ DATE: _____

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR

REVISIONS

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05
OPERATIONS		
ENVIRONMENTAL		
SAFETY		
FIRE SERVICES		
I/A		
RELEASED FOR CONSTR		

GENCORP AEROJET FACILITY ENGINEERING
AEROJET SACRAMENTO OPERATIONS

Stantec Consulting Inc.
2590 Venture Oaks Way
Sacramento, CA 95833, USA
tel: 916.569.2500 fax: 916.92 .9274
www.stantec.com

PROJECT TITLE
GET "H-A"
MATHER TREATMENT PLANT

DWG DESCRIPTION
TITLE SHEET

SCALE AS NOTED
DRAWING NO SFE-1756
SHT NO T1
SPEC NO SP-1756
TECH SPEC

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 22705
MECHANICAL
8-30-06
STATE OF CALIFORNIA

GET H-A - MATHER TREATMENT PLANT

ABBREVIATIONS

A.B.	ANCHOR BOLT
AB	AGGREGATE BASE
AB	AGGREGATE BASE
AC	ASBESTOS CEMENT/ ASPHALTIC CONCRETE
AL	ALUMINUM
A/E	ARCHITECT/ENGINEER
AFE	AEROJET FURNISHED EQUIPMENT
ARCH	ARCHITECTURAL
ASPH	ASPHALT
BLDG	BUILDING
BLK	BLOCK
BLK'G	BLOCKING
BM	BEAM
BOS	BACK OF SIDEWALK
BOT	BOTTOM
B.U.R.	BUILT UP ROOFING
C.B.	CONCRETE BLOCK
C.J.	CONTROL JOINT
CS	CARBON STEEL
CLG	CEILING
CLKG	CAULKING
CMU	CONC MASONRY UNIT
COL	COLUMN
COMP	COMPOSITION
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
DBL	DOUBLE
DTL	DETAIL
DIA.	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DI	DUCTILE IRON
DIP	DUCTILE IRON PIPE
DR	DOOR
DRWG(S)	DRAWING(S)
DS	DOWNSPOUT
E	EAST
(E)	EXISTING
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL)
EQUIP	EQUIPMENT
EQ	EQUAL
EXH	EXHAUST
EXIST	EXISTING (SEE (E))
EXP	EXPANSION
FB	FLAT BAR
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FIN	FINISH
FLR	FLOOR
F.O.C.	FACE OF CONC.
F.O.F.	FACE OF FINISH
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
FT	FOOT OR FEET
FTG	FOOTING
FUR	FURRING
GA	GAUGE
GALV	GALVANIZED
G.I.	GALVANIZED IRON
GL	GLASS OR GLAZING
GR	GRADE
GSM	GALVANIZED SHEET METAL
GYP	GYPSUM
HB	HOSE BIBB
HC	HOLLOW CORE
HDR	HEADER
H.M.	HOLLOW METAL
HT	HEIGHT
I.D.	INSIDE DIAMETER
IN	INCH OR INCHES
INS	INSULATION
INV	INVERT
JST	JOIST
JT	JOINT
KPL	KICKPLATE
LB	LAG BOLT
LR	LONG RADIUS
LT	LIGHT
MAX	MAXIMUM
M.B.	MACHINE BOLT
MECH	MECHANICAL
MEMB	MEMBRANE
M.G.	MILLION GALLON
MTL	METAL
MFG	MANUFACTURING
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MTD	MOUNTED
MU	MASONRY UNIT
N	NORTH
(N)	NEW
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPNG	OPENING
OPP	OPPOSITE
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
PR	PAIR
PVC	POLYVINYL CHLORIDE
RA	RETURN AIR
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REG	REGISTER
REINF	REINFORCE
REQ'D	REQUIRED
RWL	RAIN WATER LEADER
S	SOUTH
SC	SOLID CORE
SCHED	SCHEDULE
SCWA	SACRAMENTO COUNTY WATER AGENCY
SD	SEWER DRAIN, STORM DRAIN
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SM	SHEET METAL
SQ	SQUARE
SR	SHORT RADIUS
SS	STAINLESS STEEL
SSK	SERVICE SINK
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
T&B	TOP & BOTTOM
TC	TOP OF CURB OR CONCRETE
THR	THRESHOLD
THRU	THROUGH
TOW	TOP OF WALL
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VERT	VERTICAL
W	WEST
W/	WITH
WG	WIRE GLASS
WH	WATER HEATER
WI	WROUGHT IRON
W/O	WITHOUT
WP	WATERPROOF
WWF	WELDED WIRE FABRIC
YD	YARD

LEGEND AND SYMBOLS

ASPHALT

CONCRETE

CONCRETE MASONRY UNIT

EARTH

GRAVEL

METAL

TOPSOIL

5 — KEY NOTE

301 — EQUIPMENT TAG NUMBER

301 H.B. — KEY NOTE / EQUIPMENT TAG NUMBER

5 / A10 — SEE DETAIL 5 ON SHEET A-10

C / A15 — SEE SECTION CUT C ON SHEET A15

10 — GRID LINE REFERENCE 10

9 — REVISION GROUP 5

MATCH LINE

CONTROL POINT

73.5 — EXISTING GRADE 73.5 FEET

73.5 — FINISH GRADE 73.5 FEET

73.5 — EXISTING CONTOUR 73.5 FEET

73.5 — FINISH CONTOUR 73.5 FEET

CENTERLINE

PROPERTY LINE

OBJECT HIDDEN FROM VIEW

OVERHEAD POWER LINE

POLE

TECH DOC RELEASE	SYM	DATE	DESCRIPTION	DRAWN	CHECKED	APPR
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GENCORP FACILITY ENGINEERING AEROJET — AEROJET SACRAMENTO OPERATIONS

Stantec Consulting Inc. 2590 Venture Oaks Way Sacramento, CA 95833, USA Tel. 916.569.2500 Fax. 916.921.9334 www.stantec.com

REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 22705 — MECHANICAL — 6-30-06 — STATE OF CALIFORNIA

PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

DWG. DESCRIPTION: ABBREVIATIONS, LEGEND AND SYMBOLS

SCALE	DRAWING NO.	SHT. NO.	REV
AS NOTED	SFE-1756	G1 OF 3	
SPEC NO. SP-1756	TECH DOC RELEASE	PC995	

PAGE 2 OF 22

G1 H-A - MATHER TREATMENT PLANT

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A G2 **LOCATION MAP**

SCALE: 1" = 1000'

N

PROJECT DESCRIPTION

1. THE "GET H-A" SYSTEM IS IN AREA 1 OF THE WESTERN GROUNDWATER OPERABLE UNIT (WGOU).
2. THE PROJECT INCLUDES INSTALLATION OF FOUNDATION SLAB AND TREATMENT EQUIPMENT FOR A NEW WATER TREATMENT FACILITY LOCATED AT THE MATHER STORAGE FACILITY, ADJACENT TO THE EXISTING GET "H-B" TREATMENT PLANT (BOEING).
3. TREATMENT EQUIPMENT INCLUDING ION EXCHANGE AND GAC VESSELS, INFLUENT BAG FILTERS AND B" (EFFLUENT) INLINE BASKET STRAINERS WILL BE PROVIDED BY AEROJET (INDICATED HEREIN AS "AEROJET FURNISHED EQUIPMENT" OR "AFE")

LEGEND

P3 + MONITOR WELL

C1 △ EXISTING EXTRACTION WELL

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 22705
MECHANICAL
3-30-06
STATE OF CALIFORNIA

TECH DOC RELEASE	SYM	DATE	DESCRIPTION	DRAWN	CHECKED	APPD
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING
AEROJET SACRAMENTO OPERATIONS
Rancho Cordova, CA

AEROJET

Stantec Consulting Inc.
7260 Fenton Dale Way
Sacramento, Ca 95823, USA
Tel: 916.387.7100 Fax: 916.387.7101
www.stantec.com

PROJECT TITLE

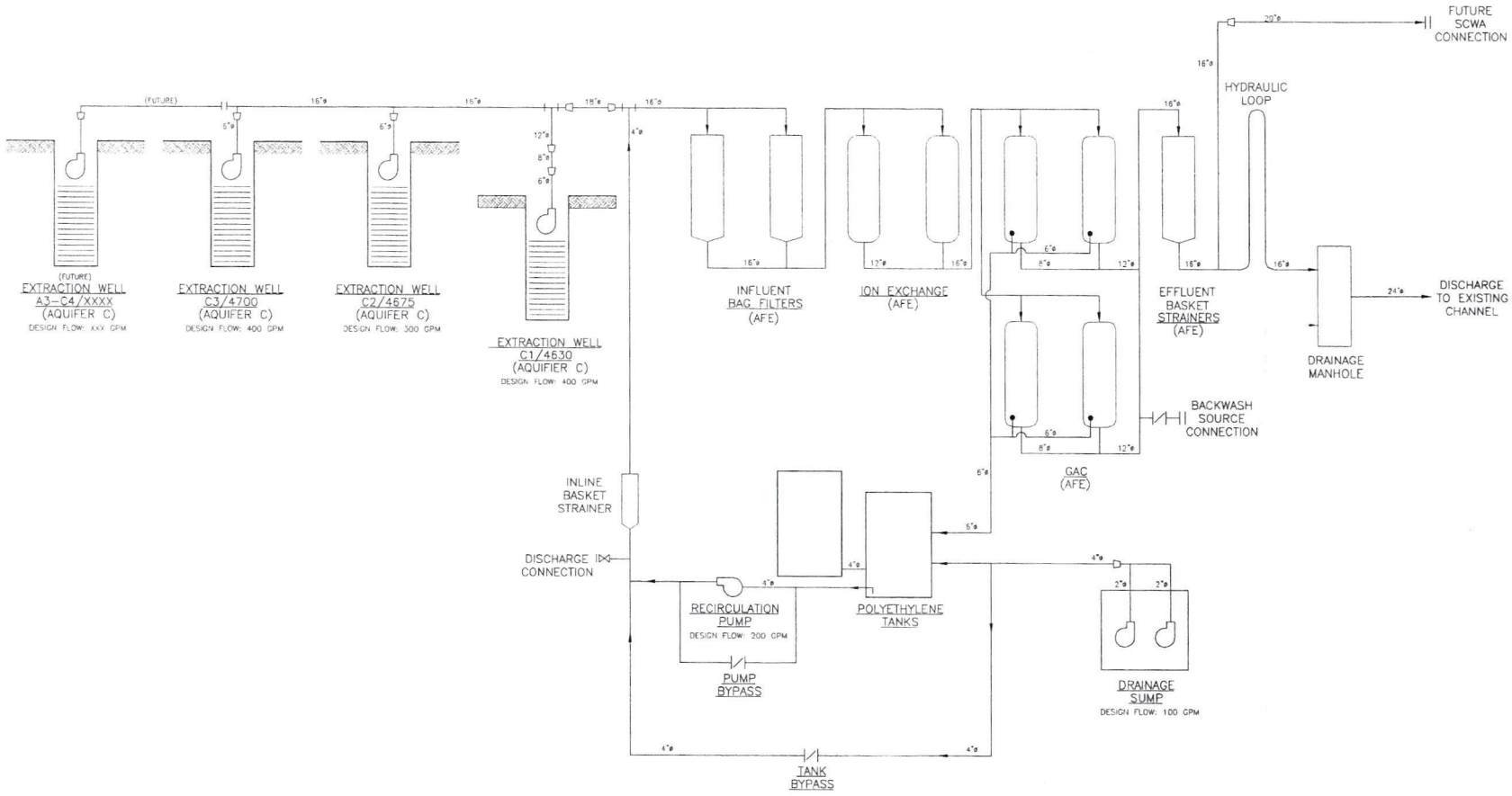
GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: LOCATION MAP

SCALE	DRAWING NO.	SHT NO.	REV
AS NOTED	SFE-1756	G2 of 3	-
SPEC NO. SP-1758	TECH DOC RELEASE		PC995

GET H-A - MATHER TREATMENT PLANT

S:\SACS\active\84500335\dtn-1756\gn_ms_g2.dwg 7/28/05 2:38pm dsteas



1 / G3 **PROCESS FLOW DIAGRAM**

SCALE: NONE

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 27705
MECHANICAL
9-30-05
STATE OF CALIFORNIA

PAGE 4 OF 22

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING AEROJET SACRAMENTO OPERATIONS
AEROJET

Stantec Consulting Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742 USA
Tel: 916.638.3300 Fax: 916.631.8275
www.stantec.com

PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: PROCESS FLOW DIAGRAM

SCALE: AS NOTED	DRAWING NO: SFE-1756	SHT. NO: G3 OF 3	REV: -
SPEC NO: SP-1756	TECH DOC RELEASE:		PC995

GET H-A - MATHER TREATMENT PLANT

V:\1756\Active\84700\333\sfe-1756 (get h-a) process flow diagram.dwg 7/08/05 2:38pm dsalas

GENERAL NOTES

INTENT OF DRAWINGS AND NOTES

1. TYPICAL DETAILS, GENERAL NOTES AND SPECIFICATIONS APPLY TO ALL PARTS OF THE JOB EXCEPT WHERE SPECIFICALLY DETAILED OR NOTED OTHERWISE ON THEIR SHEET.
2. RESOLVE ANY CONFLICTS ON THE PLANS WITH THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION. DIMENSIONS TAKE PRECEDENCE OVER SCALE OF DRAWINGS. HOWEVER, ANY SIGNIFICANT CONFLICTS SHOULD BE RESOLVED AS NOTED.
3. THE STRUCTURAL DRAWINGS SHOW ONLY THE BASIC STRUCTURAL ITEMS. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR NON-STRUCTURAL ITEMS.

GENERAL

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND GENERAL NOTES.
2. DURING THE CONSTRUCTION PERIOD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE STRUCTURE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING, BRACING AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
3. ALL ERECTION PROCEDURES SHALL CONFORM TO OSHA STANDARDS. ANY DEVIATION MUST BE APPROVED BY OSHA PRIOR TO ERECTION.
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL AGENCIES AS TO THE LOCATION OF ALL UNDERGROUND FACILITIES FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THEM.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
7. SHOP DRAWINGS REQUIRED BY THE GENERAL NOTES AND/OR SPECIFICATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.
8. ALL DETAILS DESIGNED AS STANDARD OR TYPICAL SHALL APPLY TO ALL APPLICABLE CONDITIONS IN ADDITION TO OTHER SPECIFICALLY REFERENCED DETAILS AND SECTIONS.
9. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTIONS SHALL BE USED, SUBJECT TO REVIEW BY THE ENGINEER.
10. ALL NECESSARY PERMITS, LICENSES, APPROVALS, FEES, NOTICES, ETC., SHALL BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION AND PAID FOR BY THE CLIENT.
11. NO PIPES OR DUCTS SHALL BE EMBEDDED INTO STRUCTURAL MEMBERS OR FOUNDATION CONCRETE UNLESS SO SHOWN ON THE PLANS OR APPROVED BY THE ENGINEER.
12. CONTRACTOR SHALL CONSULT THE GEOTECHNICAL ENGINEER FOR RECOMMENDATIONS ON ALL CONSTRUCTION SITE CONDITIONS REQUIRING EXCAVATIONS, SHORING, DEWATERING, AND BRACING.

DESIGN CRITERIA

CODES:

CALIFORNIA BUILDING CODE (CBC) 2001

SEISMIC LOADS:

SEISMIC ZONE = 3, SOIL PROFILE = S_D
OCCUPANCY CATEGORY = STANDARD, I = 1.0

TESTS AND INSPECTIONS

SPECIAL TESTS AND INSPECTIONS SHALL BE IN ACCORDANCE WITH CHAPTER 17 OF THE 2001 CBC. TESTS SHALL BE DONE BY AN INDEPENDENT TESTING AGENCY, PAID FOR BY THE CLIENT. TEST AND INSPECTION REPORTS SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER FOR THE FOLLOWING WORK: (ITEMS MARKED WITH CHECKED BOX)

TESTS:

- ☑ SOIL COMPACTION
- ☐ REINFORCING STEEL
- ☐ CONCRETE
- ☐ STRUCTURAL STEEL
- ☐ MASONRY
- ☐ GROUT AND MORTAR
- ☑ EPOXY AND EXPANSION ANCHORS
- ☐ SHOTCRETE

INSPECTIONS:

- ☐ SPECIAL GRADING, EXCAVATION, FILLING AND SOIL COMPACTION
- ☑ REINFORCEMENT PLACEMENT
- ☑ CONCRETE PLACEMENT
- ☐ SHOP WELDING (PERIODIC INSPECTION)
- ☐ FIELD WELDING
- ☐ HIGH STRENGTH BOLTING
- ☐ MASONRY

SPECIAL INSPECTIONS NOTED ABOVE ARE NOT REQUIRED FOR WORK DONE BY AN APPROVED FABRICATOR IN ACCORDANCE WITH 2001 CBC SECTION 1701.7, AND ARE LIMITED TO WORK SHOWN ON THE STRUCTURAL DRAWINGS.

FOUNDATION EARTHWORK

1. THE FOUNDATION DESIGN IS BASED ON THE RECOMMENDATIONS STATED IN ____
2. UNLESS OTHERWISE INDICATED, FOUNDATION WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS REPORT. THE REPORT IS PART OF THIS PLAN AND SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.
3. FOUNDATION EXCAVATIONS SHALL BE EXAMINED AND CERTIFIED BY THE SOILS ENGINEER OR HIS REPRESENTATIVE PRIOR TO THE PLACEMENT OF ANY REINFORCING STEEL OR CONCRETE.
4. FOUNDATION DESIGN IS BASED UPON SOIL CONDITIONS SHOWN BY TEST BORINGS IN THE ABOVE REFERENCED REPORT. ANY SUBSURFACE CONDITIONS NOT IN ACCORDANCE WITH THE ABOVE REFERENCED GEOTECHNICAL REPORT SHALL BE REPORTED TO THE SOILS ENGINEER IMMEDIATELY FOR RESOLUTION PRIOR TO CONTINUING ANY WORK.
5. FOUNDATION DESIGN IS BASED ON A BEARING CAPACITY OF ____ PSF (DEAD PLUS LIVE) FOR STRUCTURE FOOTINGS ON COMPACTED FILL OR APPROVED UNDISTURBED NATIVE SOILS. SHALLOW FOOTINGS SHOULD BE FOUNDED TO DEPTHS SHOWN ON STRUCTURAL DRAWINGS.
6. FOUNDATION EXCAVATIONS SHALL BE CLEANED OF ANY LOOSENED SOILS, STANDING WATER AND DEBRIS BEFORE PLACING STEEL OR CONCRETE.

CONCRETE

1. ALL STRUCTURAL CONCRETE UNLESS OTHERWISE NOTED SHALL BE NORMAL WEIGHT WITH AN APPROXIMATE DENSITY OF 150 PCF. AGGREGATES SHALL CONFORM TO ASTM C33 WITH PROVEN SHRINKAGE CHARACTERISTICS OF LESS THAN 0.05% FOR NORMAL WEIGHT CONCRETE. LIGHTWEIGHT CONCRETE AGGREGATE SHALL CONFORM TO ASTM 330 WITH PROVEN SHRINKAGE CHARACTERISTICS OF LESS THAN 0.05%.
2. ALL CONCRETE SHALL DEVELOP MINIMUM ULTIMATE COMPRESSIVE STRENGTHS AT THE END OF 28 DAYS AS FOLLOWS:

   SLAB ON GRADE ..... 2500 PSI
3. ALL CEMENT SHALL CONFORM TO ASTM C150 TYPE II.
4. PLACEMENT OF CONCRETE SHALL BE IN CONFORMANCE WITH THE ACI 301.

REINFORCING STEEL

1. UNLESS OTHERWISE NOTED, ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.
2. ALL CONCRETE SHALL BE REINFORCED UNLESS SPECIFICALLY NOTED "NOT REINFORCED" ON THE DRAWINGS. IF REINFORCING BARS ARE NOT SHOWN OR NOTED, PROVIDE SAME REINFORCEMENT AS FOR SIMILAR CONDITIONS ELSEWHERE IN THE WORK, OR AS DIRECTED BY THE ENGINEER.
3. REINFORCEMENT BARS #5 AND LARGER SHALL NOT BE SPLICED EXCEPT AS DETAILED AND LOCATED ON DRAWINGS. #4 AND SMALLER BARS WITH LENGTH NOT SHOWN SHALL BE CONTINUOUS, LAPPING IN CONCRETE 1'-6" MINIMUM.
4. REINFORCEMENT BARS SHALL BE ACCURATELY PLACED AND FIRMLY SUPPORTED, USING TIES AND SUPPORT BARS IN ADDITION TO REINFORCEMENT SHOWN WHERE FIRM AND ACCURATE PLACING IS NECESSARY AS SPECIFIED IN THE ACI STANDARDS.
5. NO REINFORCEMENT WELDING SHALL BE DONE, UNLESS OTHERWISE NOTED.
6. MINIMUM CONCRETE COVERAGE OF REINFORCING STEEL SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED ON PLANS.

   CONCRETE CAST AGAINST GROUND ..... 3"
7. DRAWINGS SHOW TYPICAL REINFORCING CONDITIONS. CONTRACTOR SHALL PREPARE DETAILED PLACEMENT DRAWINGS OF ALL CONDITIONS SHOWING QUANTITY, SPACING, SIZES, CLEARANCE, LAPS, INTERSECTIONS AND COVERAGE REQUIRED BY STRUCTURAL DETAILS, APPLICABLE CODE AND TRADE STANDARDS. CONTRACTOR SHALL NOTIFY REINFORCING INSPECTOR OF ANY ADJUSTMENTS FROM TYPICAL CONDITIONS WHICH ARE PROPOSED IN PLACEMENT DRAWINGS TO FACILITATE FIELD PLACEMENT OF REINFORCING STEEL AND CONCRETE.
8. SUBMIT COMPLETE REINFORCING PLACEMENT DRAWINGS PRIOR TO REINFORCING STEEL FABRICATION PER ACI 315 FOR REVIEW AND APPROVAL BY THE ENGINEER. A COMPLETE SET OF APPROVED REINFORCING PLACEMENT DRAWINGS SHALL BE AVAILABLE ON THE JOB SITE PRIOR TO PLACING CONCRETE.

STRUCTURAL STEEL

1. ALL BOLTED CONNECTIONS SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS OTHERWISE NOTED ON PLANS.
2. MACHINE BOLTS SHALL CONFORM TO ASTM A307, HEX GRADE A. HOOKED ANCHOR BOLTS SHALL CONFORM TO ASTM A36, HEADED ANCHOR BOLTS SHALL CONFORM TO ASTM A307. NUTS SHALL CONFORM TO ASTM A563, HEX GRADE A.

ABBREVIATIONS AND SYMBOLS

ABBREVIATIONS AND MATERIAL SYMBOLS USED ON DRAWINGS

&	AND	MAX	MAXIMUM
@	AT		
A.B.	ANCHOR BOLT	o.c.	ON CENTERS
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS		
		PCF	POUNDS PER CUBIC FT.
BOT.	BOTTOM	PSF	POUNDS PER SQ. FT.
		PSI	POUNDS PER SQ. INCH
CBC	CALIFORNIA BUILDING CODE		
℄	CENTERLINE	SQ.	SQUARE
CLR	CLEAR		
CONC.	CONCRETE	TYP.	TYPICAL
CONT.	CONTINUOUS	T&B	TOP AND BOTTOM
Ø	DIAMETER	w/	WITH
EA.	EACH		
EMBED.	EMBEDMENT		
GALV.	GALVANIZED		
HORIZ. & (H)	HORIZONTAL		

REGISTERED PROFESSIONAL ENGINEER — KENNETH R. KINSELL — No. 34012 — Exp. 03-31-07 — STRUCTURAL — STATE OF CALIFORNIA

TECH. DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPD
			REVISIONS			

DESIGN ENGINEER: A. LIM	DATE: JULY 05	GenCorp FACILITY ENGINEERING, AEROJET SACRAMENTO OPERATIONS, RANCHO CORDOVA, CA — AEROJET
DRAWN: S. BRANUM	JULY 05	Stantec Consulting Inc., 2590 Venture Oaks Way, Sacramento, CA 95833 USA, Tel: 916.991.2555, www.stantec.com
PROJECT ENGINEER: A. JACKSON	JULY 05	

PROJECT TITLE

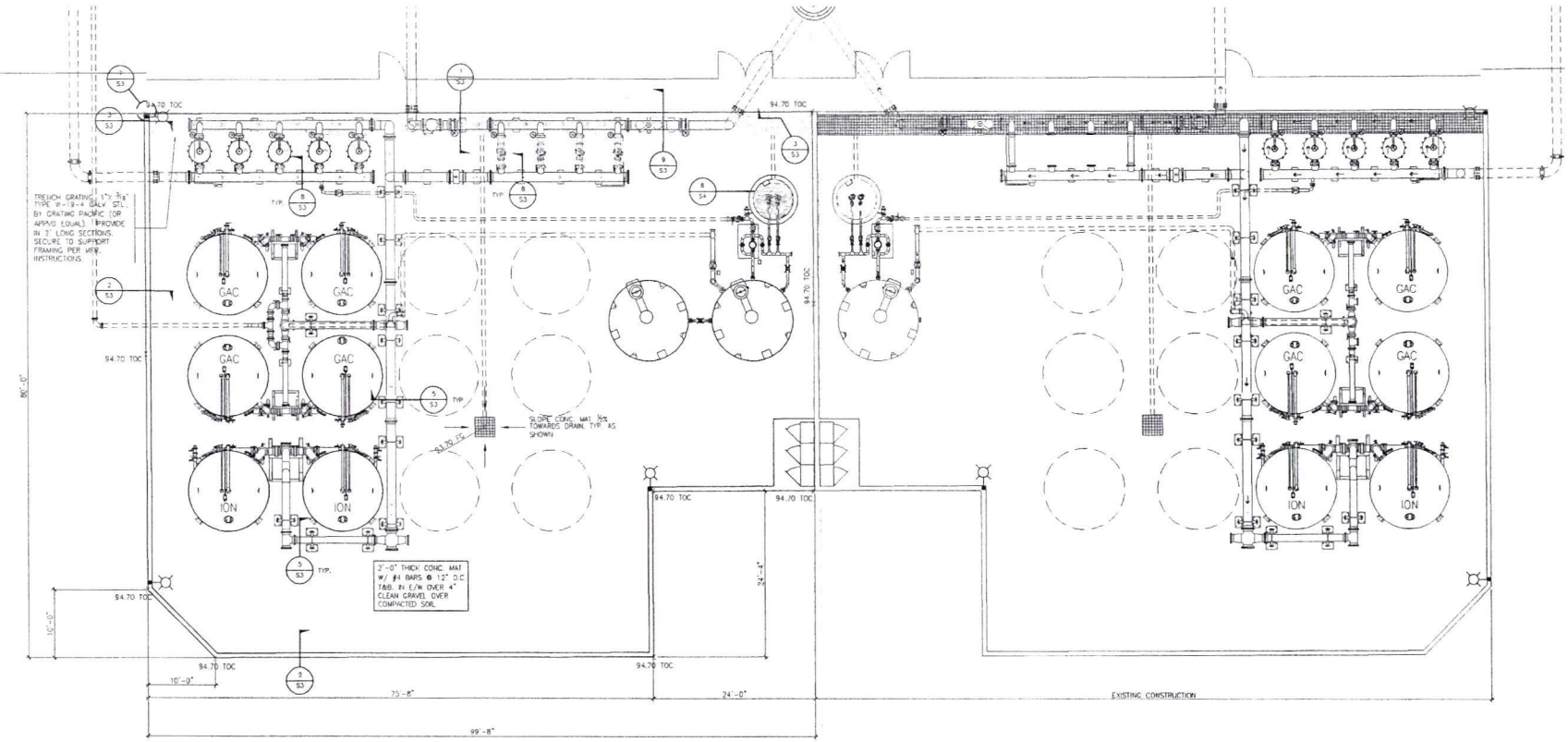
GET "H-A" MATHER TREATMENT PLANT

DWG. DESCRIPTION: STRUCTURAL GENERAL NOTES

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	S1 of 4	-
SPEC NO: SP-1756	TECH. DOC RELEASE		PC995

GET H-A - MATHER TREATMENT PLANT

J:\1756\Revised Bid\S1S2S3.dwt, 1756 gen notes.dwg, 7/08/05 7:51am dsalas



A/S2 FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

TECH DOC RELEASE	TYP	DATE	DESCRIPTION	DRAWN	CHECKED	APPR
			REVISIONS			

DESIGN ENGINEER	K. KIMBALL	JULY 05
DRAWN	S. BRANUM	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING, AEROJET SACRAMENTO OPERATIONS, RANCHO CORDOVA, CA

Stantec Consulting Inc., 3301 Ventura Drive Rd., Sacramento, CA 95833, USA, Tel: 916.569.7500 Fax: 916.921.0271, www.stantec.com

REGISTERED PROFESSIONAL ENGINEER, KIMBALL, No. 34102, Exp. 03-31-07, STRUCTURAL, STATE OF CALIFORNIA

PROJECT TITLE

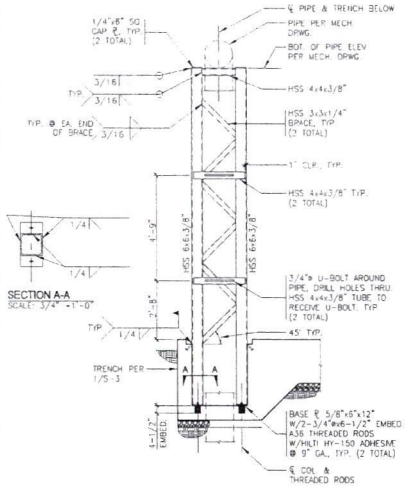
GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: FOUNDATION PLAN

SCALE	DRAWING NO.	SHT NO.	REV
AS NOTED	SFE-1756	S2 OF 4	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

GET H-A - MATHER TREATMENT PLANT

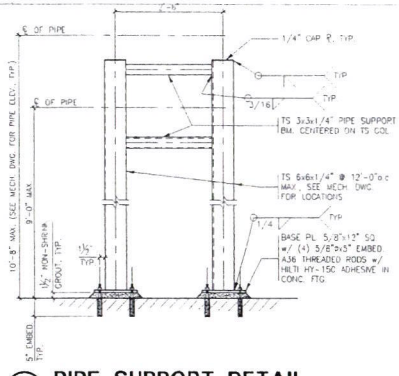
C:\SFE\1756\drawings\SFE-1756 sheet_S-2 station\draft\drawing\S-2SD.dwg 7/08/05 2:53pm dwalker



HYDRAULIC LOOP SUPPORT FRAME

9 / S3

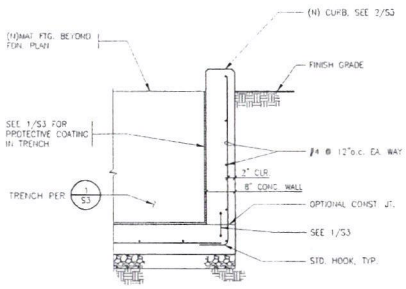
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PIPE SUPPORT DETAIL

5 / S3

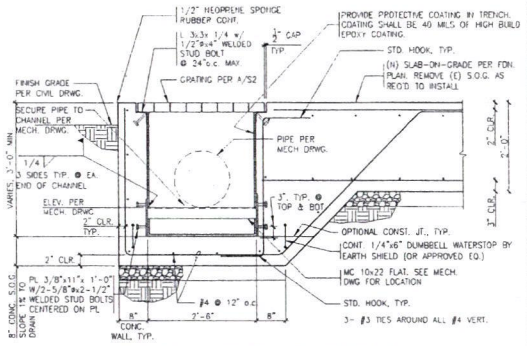
SCALE: 3/4" = 1'-0"



TRENCH END WALL @ (N) CURB

3 / S3

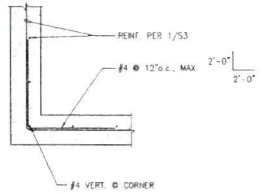
SCALE: 3/4" = 1'-0"



(N) TRENCH/(N) SLAB DETAIL

1 / S3

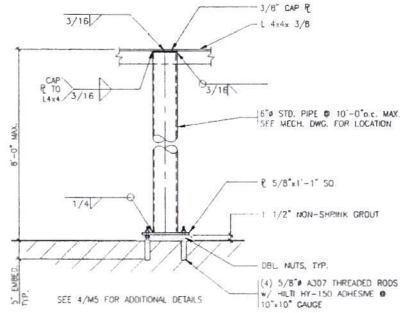
SCALE: 3/4" = 1'-0"



TYPICAL CONCRETE TRENCH WALL CORNER

7 / S3

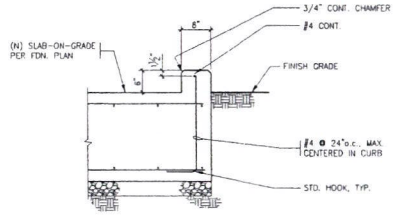
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PIPE SUPPORT DETAIL

4 / S3

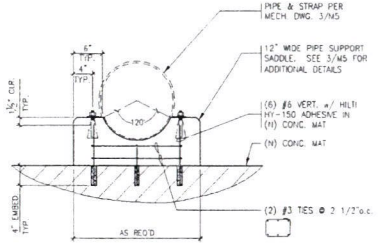
SCALE: 3/4" = 1'-0"



(N) CURB DETAIL

2 / S3

SCALE: 3/4" = 1'-0"



PIPE SUPPORT SADDLE

8 / S3

SCALE: 1" = 1'-0"

TECH DOC RELEASE	TYP	DATE	DESCRIPTION	DRAWN	CHECKED	APPD
			REVISIONS			

DESIGN ENGINEER	K. KIMBALL	JULY 05
DRAWN	S. BRANUM	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp / Aerojet — Facility Engineering, Aerojet Sacramento Operations, Rancho Cordova, CA

Stantec Consulting Inc., 3301 Kerner Blvd., Suite 200, San Rafael, CA 94901, USA, tel. 415.485.2500 fax. 415.257.8271, www.stantec.com

PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

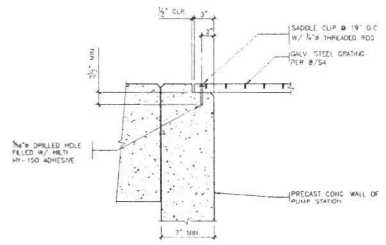
DWG. DESCRIPTION: DETAILS

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	S3 OF 4	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

REGISTERED PROFESSIONAL ENGINEER — ANTHONY R. KIMBALL — No. 34132 — Exp. 03-31-07 — STRUCTURAL — STATE OF CALIFORNIA

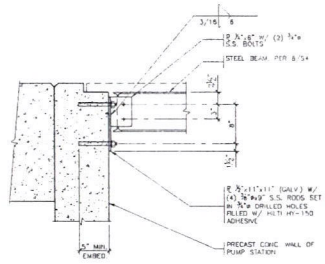
GET "H-A" - MATHER TREATMENT PLANT

L:\1756\Cadd\active\#4250335\sht-1756 (det-3-structural drawing)\S-300.dwg 7/08/05 2:34pm dmelse



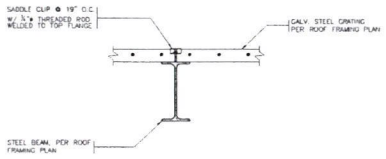
7/S4 **GRATING AT WALL**

SCALE: NONE



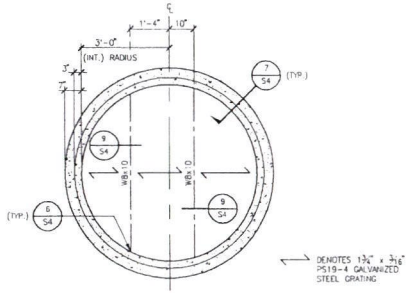
6/S4 **FRAMING DETAIL**

SCALE: NONE



8/S4 **FRAMING DETAIL**

SCALE: 1 1/2" = 1'-0"



8/S4 **6' DIA. DUPLEX SUBMERSIBLE SUMP PUMP STATION**

SCALE: 1/2" = 1'-0"

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPD
			REVISIONS			

DESIGN ENGINEER K. KIMBALL	JULY 05	GenCorp / Aerojet — FACILITY ENGINEERING, AEROJET SACRAMENTO OPERATIONS, RANCHO CORDOVA, CA	Stantec Consulting Inc. 2390 Venture Oaks Way, Sacramento, CA 95833, USA Tel: 916.569.7500 Fax: 916.921.0774 www.stantec.com
DRAWN S. BRANUM	JULY 05		
PROJECT ENGINEER A. JACKSON	JULY 05		

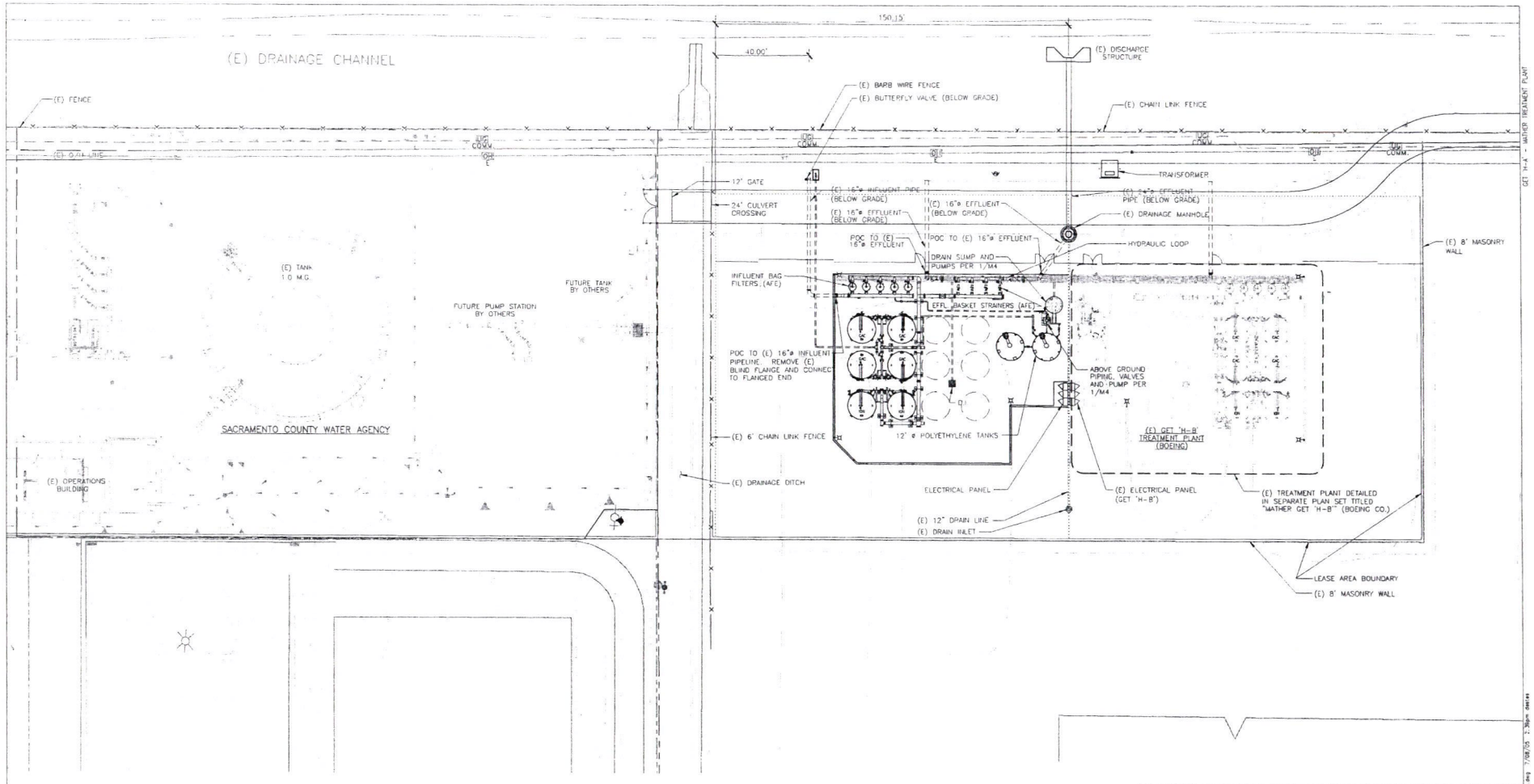
PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

ENG. DESCRIPTION	DETAILS		
SCALE AS NOTED	DRAWING NO. SFE-1756	SHT. NO. S4 OF 4	REV. -
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

REGISTERED PROFESSIONAL ENGINEER — KENNETH R. KIMBALL — No. 34312 — Exp. 03-31-07 — STRUCTURAL — STATE OF CALIFORNIA

GET H-A - MATHER TREATMENT PLANT
C:\STRUCTURAL\GET\DETAILS\S4.dwg 7/28/05 4:52pm dgates



MECHANICAL SITE PLAN

A / M1

SCALE: 1 : 20

TECH DOC RELEASE	SYM	DATE	DESCRIPTION	DRAWN	CHECKED	APPD
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GlenCorp Facility Engineering — Kiewit Engineering Operations — Aerojet

Stantec Consulting Inc. 2590 Venture Oaks Way Sacramento, CA 95833, USA Tel: 916.569.7500 Fax: 916.921.9274 www.stantec.com

PROJECT TITLE

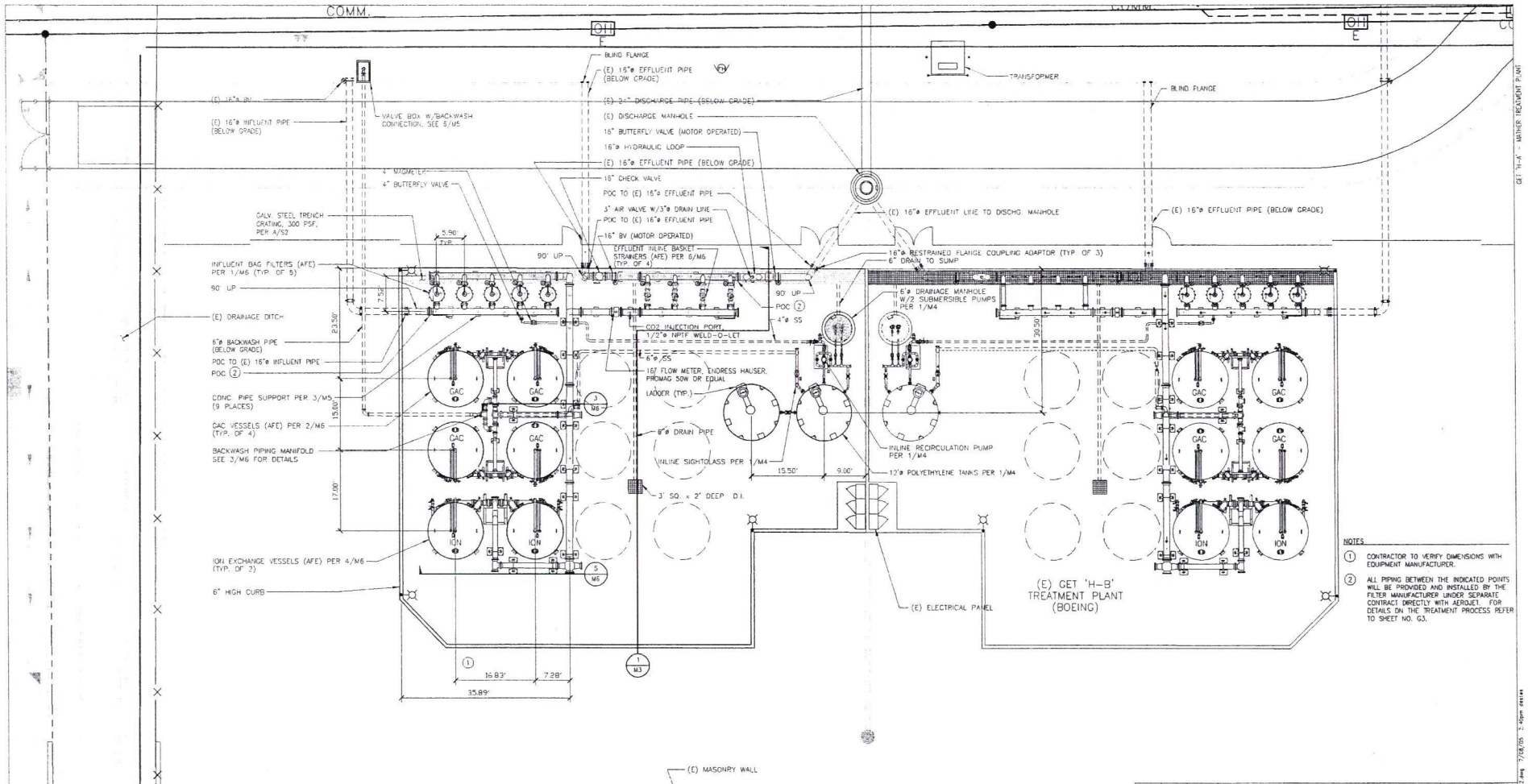
GET "H-A" MATHER TREATMENT PLANT

DWG. DESCRIPTION: MECHANICAL SITE PLAN

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	M1 of 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 22705 — MECHANICAL — 6-30-06 — STATE OF CALIFORNIA

GET "H-A" - MATHER TREATMENT PLANT



NOTES

1. CONTRACTOR TO VERIFY DIMENSIONS WITH EQUIPMENT MANUFACTURER.
2. ALL PIPING BETWEEN THE INDICATED POINTS WILL BE PROVIDED AND INSTALLED BY THE FILTER MANUFACTURER UNDER SEPARATE CONTRACT DIRECTLY WITH AEROJET. FOR DETAILS ON THE TREATMENT PROCESS REFER TO SHEET NO. G3.

ENLARGED MECHANICAL SITE PLAN

(A / M2)

SCALE: 1 : 10

REVISIONS

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING, AEROJET, RANCHO CORDOVA, CA

Stantec Consulting Inc., 2590 Venture Oaks Way, Sacramento, CA 95833, USA, Tel. 916.569.2500 Fax. 916.921.9271, www.stantec.com

PROJECT TITLE

GET "H-A"
MATHER TREATMENT PLANT

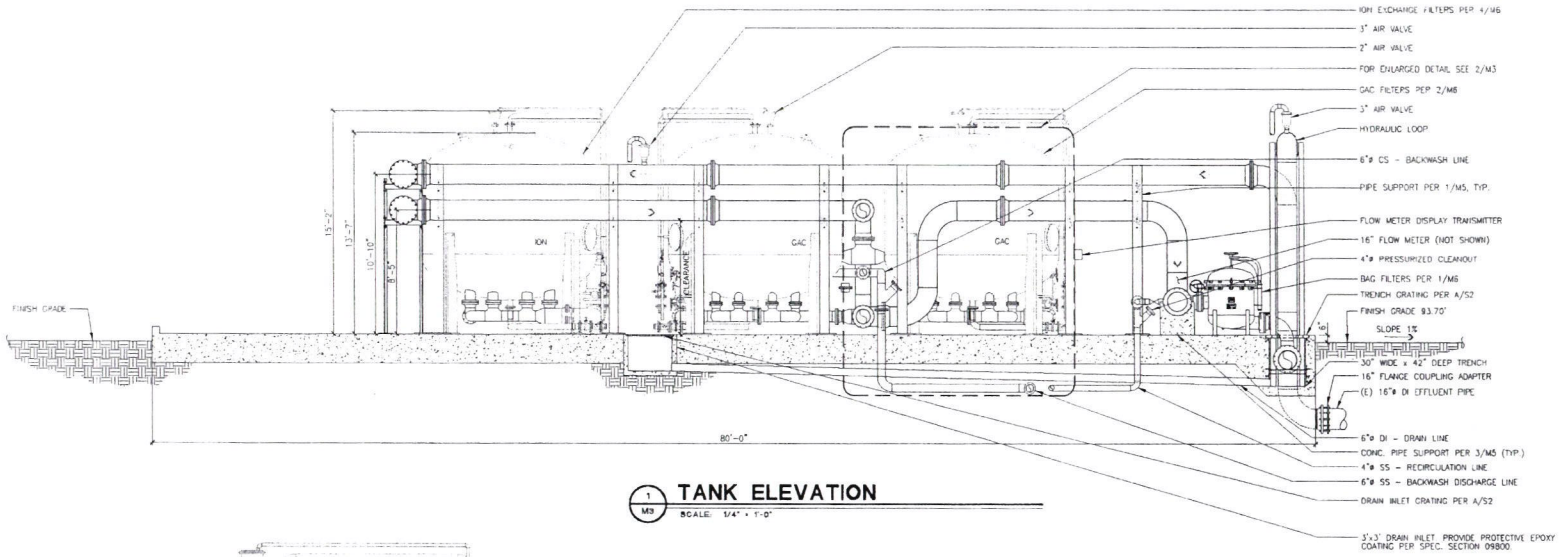
DWG. DESCRIPTION

ENLARGED
MECHANICAL SITE PLAN

SCALE	DRAWING NO	SHT. NO	REV.
AS NOTED	SFE-1756	M2 OF 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

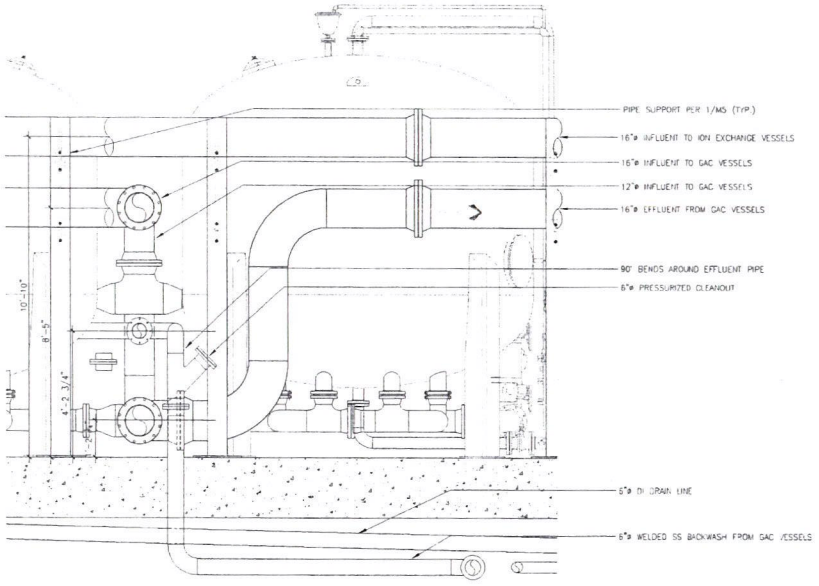
REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 22705 — MECHANICAL — 9-30-06 — STATE OF CALIFORNIA

V:\3284\Civil\dwg\8x11\3284_M2_ENLARGED MECHANICAL SITE PLAN.dwg 7/08/05 2:40pm dkeith



1 M3 **TANK ELEVATION**

SCALE: 1/4" = 1'-0"



2 M3 **TANK PIPING DETAIL**

SCALE: 1/2" = 1'-0"

NOTES:

1. ALL CARBON STEEL PIPING ABOVE GRADE SHALL BE FUSION EPOXY COATED AND LINED PER SPECIFICATION 15060

REVISIONS

TECH. DOC RELEASE	TITH	DATE	DESCRIPTION	DRAWN	CHECKED	APPD

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING AEROJET SACRAMENTO OPERATIONS

AEROJET

Stantec Consulting Inc. 2590 Venture Oaks Way Sacramento, CA 95833, USA Tel. 916.569.2500 Fax. 916.921.9271 www.stantec.com

PROJECT TITLE

GET "H-A"
MATHER TREATMENT PLANT

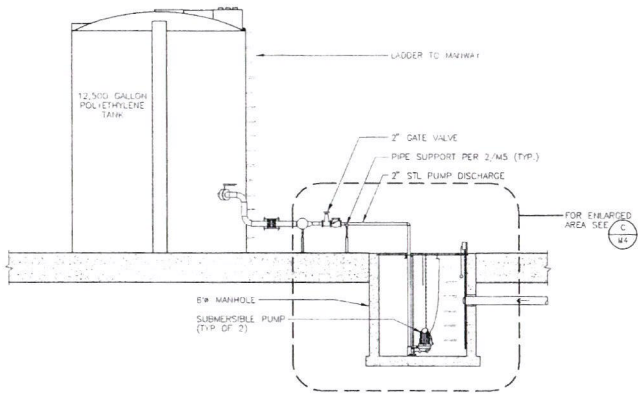
DWG. DESCRIPTION: TANK ELEVATION

SCALE	DRAWING NO.	SHT. NO.	REV
AS NOTED	SFE-1756	M3 of 6	-
SPEC NO. SP-1756	TECH. DOC. RELEASE		PC995

REGISTERED PROFESSIONAL ENGINEER BRUCE A. BAKER No. 22705 MECHANICAL 9-30-06 STATE OF CALIFORNIA

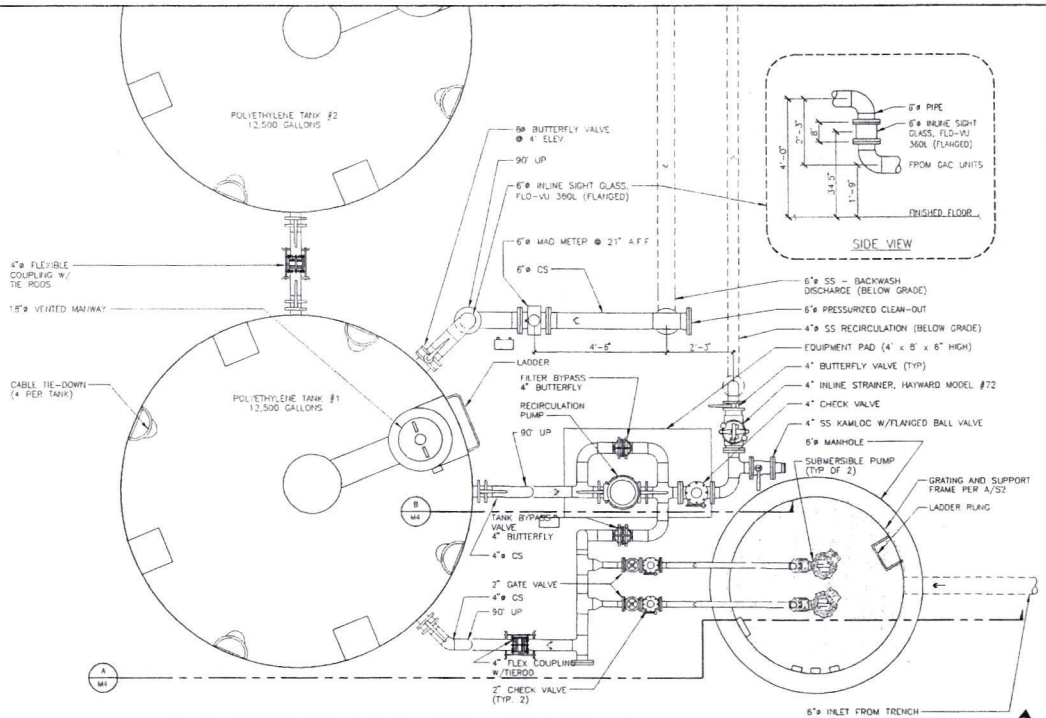
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GET H-A - MATHER TREATMENT PLANT



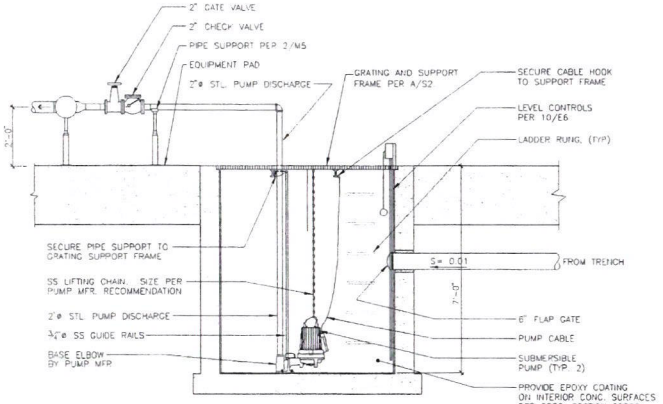
A M4 POLYETHYLENE TANK ELEV.

SCALE: 1/4"=1'-0"



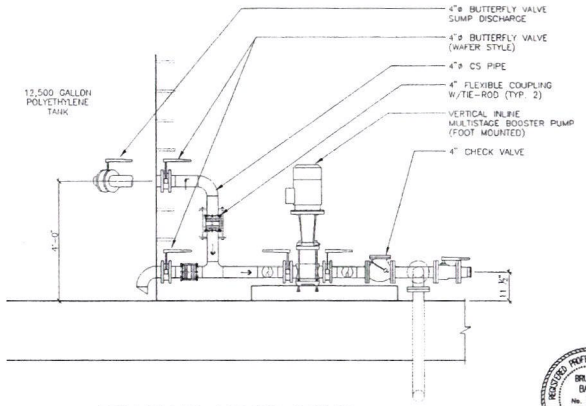
1 M4 POLYETHYLENE TANK AND PIPING PLAN

SCALE: 1/2"=1'-0"



C M4 DRAINAGE PUMPS SECTION

SCALE: 1/2"=1'-0"



B M4 RECIRCULATION PUMP

SCALE: 1/2"=1'-0"

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 22705
MECHANICAL
9-30-06
STATE OF CALIFORNIA

PAGE 12 OF 22

TECH DOC RELEASE	STM	DATE	DESCRIPTION	DRAWN	CHECKED	APPVD
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GENCORP FACILITY ENGINEERING
AEROJET SACRAMENTO OPERATIONS
AEROJET

Stantec Consulting Inc.
3160 Venture Drive Way
Sacramento CA 95833 USA
Tel 916.565.2500 Fax 916.921.9274
www.stantec.com

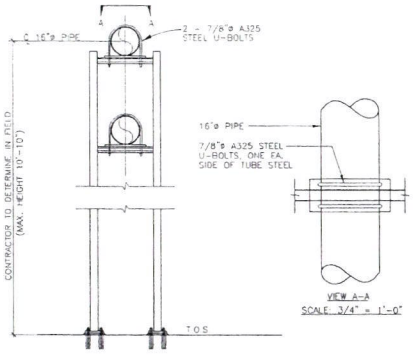
PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: MECHANICAL ENLARGED PLANS AND SECTIONS

SCALE	DRAWING NO.	SHT NO.	REV
AS NOTED	SFE-1756	M4 OF 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

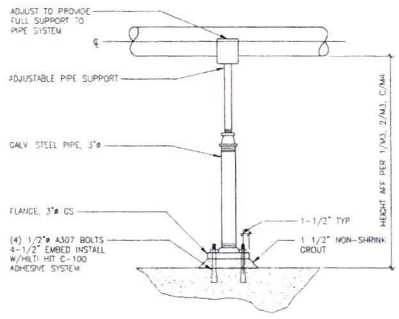
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NOTE: SEE 5/S3 FOR STRUCTURAL DETAILS

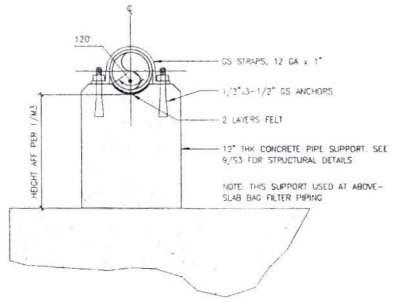
1 M5 PIPE SUPPORT

SCALE: 3/8" = 1'-0"



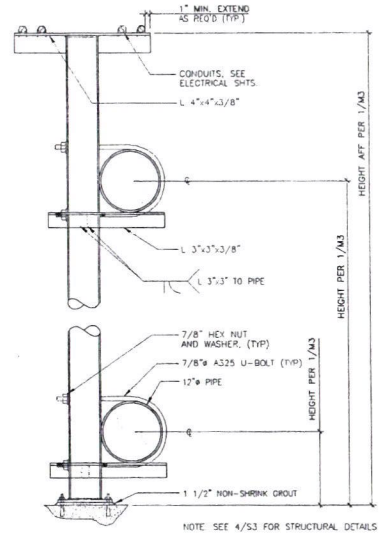
2 M5 PIPE SUPPORT

SCALE: NONE



3 M5 CONCRETE PIPE SUPPORT

SCALE: NONE



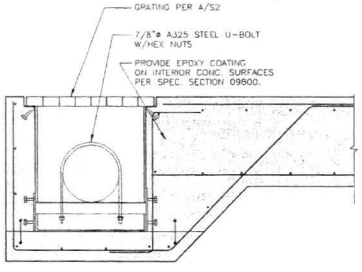
NOTE: SEE 4/S3 FOR STRUCTURAL DETAILS

4 M5 PIPE SUPPORT

SCALE: 1" = 1'-0"

NOTES

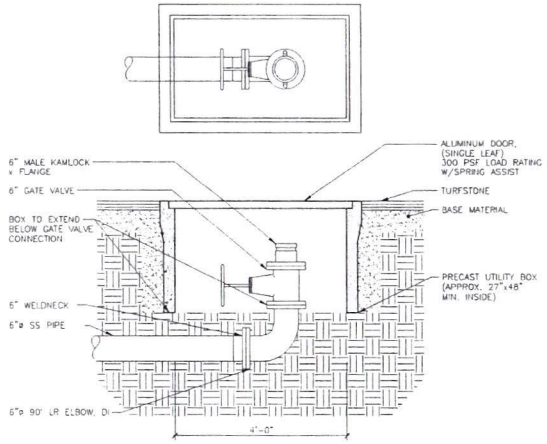
1. STRUCTURAL STEEL SHALL CONFORM TO ASTM A36.
2. ROUND OFF EXPOSED EDGES.
3. PRIME W/RUST INHIBITOR & PAINT SUPPORT PER SPECIFICATIONS.



NOTE: SEE 1/S3 FOR STRUCTURAL DETAIL

5 M5 PIPE SUPPORT

SCALE: 3/4" = 1'-0"



6 M5 BACKWASH CONNECTION

SCALE: 3/4" = 1'-0"

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 22705
MECHANICAL
6-30-06
STATE OF CALIFORNIA

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GENCORP FACILITY ENGINEERING AEROJET SACRAMENTO OPERATIONS RANCHO CORDOVA, CA

Stantec Consulting Inc. 2590 Venture Oaks Way Sacramento, CA 95833, USA Tel. 916.569.2500 Fax. 916.921.8774 www.stantec.com

PROJECT TITLE

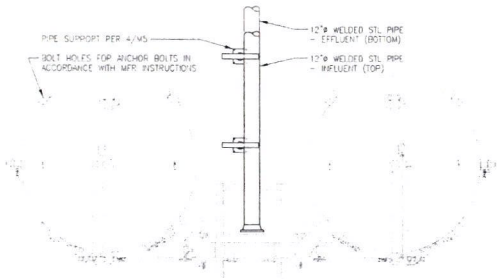
GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: MECHANICAL DETAILS

SCALE	DRAWING NO	SHT. NO.	REV
AS NOTED	SFE-1756	M5 OF 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

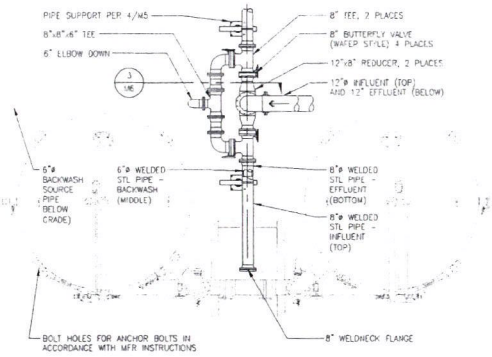
GET H-A - MATHER TREATMENT PLANT

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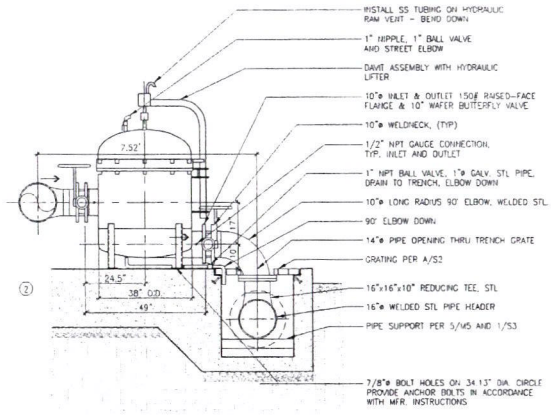
4/M6 ION EXCHANGE FILTERS (AFE)

SCALE: 1/4" = 1'-0"



2/M6 GAC FILTERS (AFE)

SCALE: 1/4" = 1'-0"



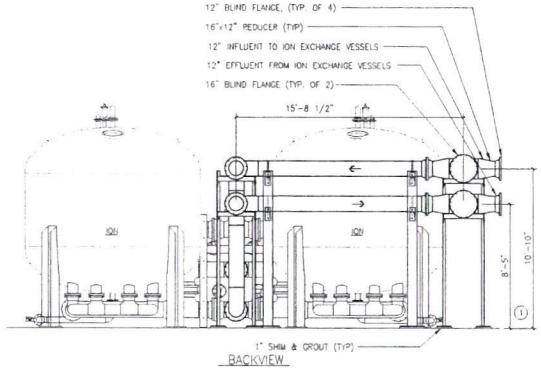
1/M6 BAG FILTER (AFE)

SCALE: 1/2" = 1'-0"

PLAN VIEWS

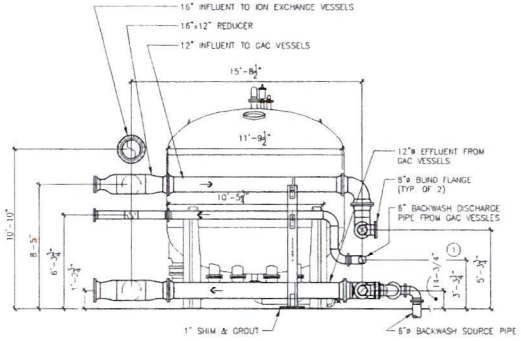
NOTES:

1. CONTRACTOR TO VERIFY DIMENSIONS WITH EQUIPMENT MANUFACTURER.
2. DIMENSIONS SHOWN ARE BASED ON HAYWARD INDUSTRIAL PRODUCTS "MAXLINE" MODEL MBF1202HD, 12-BAG FILTER VESSEL. ALTERNATE MODELS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BID.



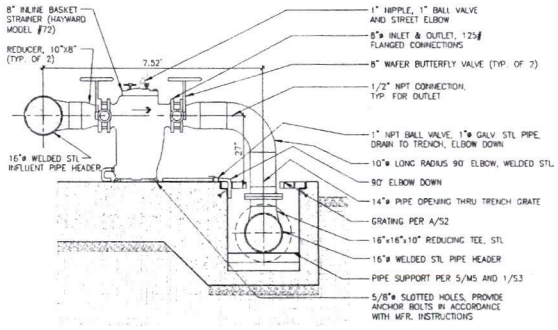
5/M6 BACK VIEW ION EXCHANGE FILTERS

SCALE: 1/4" = 1'-0"



3/M6 BACK VIEW GAC FILTER

SCALE: 1/4" = 1'-0"



6/M6 INLINE BASKET STRAINER (AFE)

SCALE: 1/2" = 1'-0"

PROFILES

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR
			REVISIONS			

DESIGN ENGINEER	D. ESTES	JULY 05
DRAWN	G. CUSICK	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp Aerojet — Facility Engineering, Aerojet Sacramento Operations, Rancho Cordova, CA

Stantec Consulting Inc., 2360 Ventura Drive Way, Sacramento, CA 95833, USA, Tel. 916.569.2500, Fax. 916.97.3774, www.stantec.com

REGISTERED PROFESSIONAL ENGINEER — BRUCE A. BAKER — No. 23795 — MECHANICAL — 6-30-06 — STATE OF CALIFORNIA

PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: FILTER VESSELS

SCALE	DRAWING NO	SHT NO	REV
AS NOTED	SFE-1756	M6 OF 6	-
SPEC NO	TECH DOC RELEASE		
SP-1756			PC995

GET H-A - MATHER TREATMENT PLANT
V:\1784\active\84300335\civil\1784_gen_m_arch.dwg 7/06/05 2:43pm dsteiss

ELECTRICAL SYMBOLS - PLANS

SYMBOLS	DESCRIPTION
	POLE MOUNTED AREA LIGHT, 30' TALL, 175W MH COUNTY STANDARD TYPE 'A' WITH FULL CUT OFF SHIELDS
A 2/40	FIXTURE TYPE "A", 2-40 WATT LAMPS TYPICAL FOR ROOM NOTED, UON
WP C	WEATHERPROOF DUPLEX RECEPTACLE GFCI TYPE
J	JUNCTION BOX
+18"	INDICATES HEIGHT FROM FINISHED FLOOR GRADE
*	+ 18" UON
**	+ 48" UON
	CONTROLLER/STARTER FURNISHED WITH EQUIPMENT
X Y	DETAIL CALL-OUT: X, DETAIL IDENTIFIER; Y, SHEET WHERE DETAIL IS DRAWN
PB	PULLBOX
	HAND HOLE 11x17x12
A B C D	NON-FUSIBLE DISCONNECT SWITCH, ** 3P, UON: A=30A, B=60A, C=100A, D=200A
AF BF CF DF	FUSIBLE DISCONNECT SWITCH, 3P, UON AF=30A, BF=60A, CF=100A, DF=200A. **
	MOTOR, HORSEPOWER AS INDICATED
FED	FEEDER DESIGNATION SEE SCHEDULE OR ONE LINE DIAGRAM FOR SIZE
	CONDUIT UNDER GROUND, MINIMUM 30" COVER 3/4"C-2#12-1#12 G, UON
	CONDUIT EXPOSED 3/4"C-2#12-1#12 G, UON
#10	WIRE SIZE OTHER THAN #12 CURVE LINE INDICATES GROUND WIRE
C	GROUNDING CONDUCTOR NEAR BOTTOM OF SLAB MINIMUM #4/0 BARE COPPER UON
C	EXOTHERMIC WELD CONNECTION
GW	GROUND WELL, PER DETAIL 1/E6

ELECTRICAL SYMBOLS COMMON

(A/P)	ABANDON IN PLACE. (D) ABOVE GROUND CONDUITS & CONNECTORS, DOWN TO 3" BELOW GROUND LEVEL. REMOVE AND (D) CONDUCTORS IN UG CONDUITS. PLUG UG CONDUITS AND ABANDON IN PLACE.
(D)	EXISTING TO BE DEMOLISHED.
(E)	EXISTING TO REMAIN.
(PL)	DEMO PLANS-EXISTING TO BE RELOCATED. NEW PLANS-FINAL LOCATION OF RELOCATED EQUIPMENT.
(PS)	EXISTING TO BE REMOVED AND SALVAGED.
1"C-2#12, 1#12G	SINGLE RUN OF RACEWAY AND CIRCUIT CONDUCTORS. FIRST NUMBER IS RACEWAY SIZE. THE FOLLOWING NUMBERS ARE THE CONDUCTOR QUANTITIES AND SIZES.
(U)(V"C-W#X, Y#Z)	MULTIPLE RUNS OF RACEWAY AND CIRCUIT CONDUCTORS. U = # OF PARALLEL RUNS V = CONDUIT SIZE W = # OF PHASE/NEUTRAL CONDUCTORS IN EACH CONDUIT X = PHASE/NEUTRAL CONDUCTOR SIZE Y = #OF GROUND CONDUCTORS IN EACH CONDUIT Z = GROUND CONDUCTOR SIZE. EXAMPLE: (2)(1"C-2#12-1#12G) INDICATES TWO 1" CONDUITS EACH WITH 2#12 AND 1#12G CONDUCTORS.
3/4"C-3/C#14	SINGLE RUN OF RACEWAY AND MULTI-CONDUCTOR CABLE. FIRST NUMBER IS RACEWAY SIZE. THE FOLLOWING NUMBERS ARE THE CONDUCTOR QUANTITIES AND SIZE FOR THE MULT-CONDUCTOR CABLE.
(W)(X"C-Y/C#Z)	MULTIPLE RUNS OF RACEWAY AND MULTI-CONDUCTOR CABLE. W = # OF PARALLEL RUNS X = CONDUIT SIZE Y = # OF CONDUCTORS IN EACH CABLE Z = CONDUCTOR SIZE. EXAMPLE: (2)(1"C-3/C#14) INDICATES TWO 1" CONDUITS EA. WITH A 3/C#14 MULTI-CONDUCTOR CABLE.
	INTERCEPTION POINT DEMO PLANS: EXISTING TO REMAIN TO EXISTING TO BE REMOVED. NEW PLANS: EXISTING TO NEW

POWER WIRE COLOR CODE

SYSTEM	PHASE A	PHASE B	PHASE C	NEUTRAL	GROUND
208Y/120V	BLACK	RED	BLUE	WHITE	GREEN
480Y/277V	BROWN	ORANGE	YELLOW	GRAY	GREEN
240Y/120V	BLACK	RED	----	WHITE	GREEN
240V	BLACK	RED	BLUE	WHITE	GREEN

POWER WIRE SPECIFICATIONS

1. COPPER CONDUCTORS WITH THHN/THWN INSULATION, UON

ELECTRICAL SYMBOLS - ONE LINE AND SCHEMATIC DIAGRAMS

NORMALLY OPEN	NORMALLY CLOSED	DEVICE
		CONTACT
		TIMED CONTACT CONTACT ACTION RETARDED ON ENERGIZATION
		PUSH BUTTON SINGLE CIRCUIT MOMENTARY CONTACT
		TIMED CONTACT CONTACT ACTION RETARDED ON DE-ENERGIZATION
		LIMIT SWITCH
		PRESSURE OR VACUUM SWITCH
		SELECTOR SWITCH
		MOTOR OVERLOAD RELAY CONTACT
		MOTOR OVERLOAD HEATER
		CURRENT TRANSFORMER, QUANTITY INDICATED
		POTENTIAL TRANSFORMER, QUANTITY INDICATED
		POWER TRANSFORMER
		FEEDER DESIGNATION SEE SCHEDULE OR ONE LINE DIAGRAM FOR SIZE
		CIRCUIT BREAKER, 3 POLE UNLESS NOTED MCP INDICATES MOTOR CIRCUIT PROTECTOR
		MAGNETIC MOTOR STARTER, NEMA SIZE INDICATED FULL-VOLTAGE NON-REVERSING UNLESS NOTED RV=REDUCED VOLTAGE STARTING 2S, 2W = 2 SPEED, 2 WINDING
		SWITCH
		FUSE
		RELAY
		DISCONNECT SW, FUSIBLE, SEE PLANS FOR RATING
		MOTOR, 10 HORSEPOWER
		GENERATOR
		KEY INTERLOCKING
		POWER FACTOR CORRECTION CAPACITOR
		SURGE ARRESTER
		LIGHTNING ARRESTER
		GROUND
		DELTA CONNECTION
		WYE CONNECTION
		ELECTRICAL INTERLOCKING OF EQUIPMENT
		POWER FAILURE RELAY
		VARIABLE FREQUENCY DRIVE
		SOLID STATE STARTER
		CONTROLLER/STARTER FURNISHED WITH EQUIPMENT
		GROUND FAULT PROTECTION
		INCOMING ELECTRIC SERVICE
		SOLENOID VALVE

ELECTRICAL ABBREVIATIONS

A	AMPERES	LF	LINEAL FOOT
AC	ALTERNATING CURRENT	LTG	LIGHTING
AFE	AEROJET FURNISHED EQUIPMENT	MA	MILLIAMPERE
AICS	AMPERES INTERRUPTING CAPACITY, SYMMETRICAL	MAX	MAXIMUM
AJ	AEROJET	MCC	MOTOR CONTROL CENTER
ATS	AUTOMATIC TRANSFER SWITCH	MIN	MINIMUM
AWG	AMERICAN WIRE GAUGE	MICP	MULTIPLE INDIVIDUAL SHIELDED PAIRS
APPX	APPROXIMATE	MLO	MAIN LUGS ONLY
BC	BARE COPPER	MTD	MOUNTED
BKBD	BACKBOARD	N	NEUTRAL
/C	MULTI-CONDUCTOR CABLE	NC	NORMALLY CLOSED
C	CONDUIT, CONDUCTOR	NIC	NOT IN CONTRACT
CB	CIRCUIT BREAKER	NL	NIGHT LIGHT
CL	CONTINUOUS LOAD	NO	NORMALLY OPEN
CKT	CIRCUIT	NO.	NUMBER
CNTL	CONTROL	NTS	NOT TO SCALE
CO	CONDUIT ONLY	OH	OVERHEAD
CP	CONTROL PANEL	P	POLE
CT	CURRENT TRANSFORMER	PAC BELL	PACIFIC BELL
CU	CITIZENS UTILITIES	PB	PUSH BUTTON, PULL BOX
DC	DIRECT CONDUIT	PC	PHOTO CELL
DIA	DIAMETER	PLC	PROGRAMMABLE LOGIC CONTROLLER
DTB	DATA TERMINAL BOARD	PG&E	PACIFIC GAS & ELECTRIC
DTL	DETAIL	PH, ø	PHASE
DWG	DRAWING	PS	PRESSURE SWITCH
EA	EACH	PT	POTENTIAL TRANSFORMER
E	EXISTING	PVC	POLYVINYL CHLORIDE
ELEV	ELEVATION, ELEVATOR	RECPT	RECEPTACLE
EP	EXPLOSION PROOF	REQ'D	REQUIRED
FAP	FIRE ALARM PANEL	SMUD	SACRAMENTO MUNICIPAL UTILITY DISTRICT
FLUOR	FLUORESCENT	SW	SWITCH
G, GND	GROUND	TB	TERMINAL BOARD
GFCI	GROUND-FAULT CIRCUIT INTERRUPTER	TEL	TELEPHONE
HH	HANDHOLE	TSP	TWISTED SHIELDED PAIR
HOA	HAND OFF AUTOMATIC	TTB	TELEPHONE TERMINAL BOARD
HP	HORSEPOWER	TYP	TYPICAL
HPS	HIGH PRESSURE SODIUM	UG	UNDERGROUND
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	UON	UNLESS OTHERWISE NOTED
HZ	HERTZ	V	VOLT
JB	JUNCTION BOX	VFD	VARIABLE FREQUENCY DRIVE
KCMIL	THOUSAND CIRCULAR MILS	W	WATTS, WIRE
KVA	KILOVOLT-AMPERES	W/	WITH
KW	KILOWATT	WP	WEATHERPROOF
LA	LIGHTNING ARRESTER	WR	WEATHER RESISTANT
LC	LIGHTING CONTACTOR	XFMR	TRANSFORMER

GENERAL NOTES:

1. ALL WORK SHOWN IS NEW UNLESS OTHERWISE NOTED.

REGISTERED PROFESSIONAL ENGINEER
DAVID W. KNOLL
No. 12007
EXP.9-30-05
ELECTRICAL
STATE OF CALIFORNIA

TECH DOC RELEASE	TYP	DATE	DESCRIPTION	DRAWN	CHECKED	APP'D
			REVISIONS			

DESIGN ENGINEER J. BAUGHMAN	JULY 05	GenCorp FACILITY ENGINEERING AEROJET SACRAMENTO OPERATIONS AEROJET
DRAWN B. TAFOYA	JULY 05	Stantec Consulting Inc. 7260 Ventura Drive Way, Sacramento, CA 95823, USA, Tel. 916.361.1378, Fax. 916.361.1374, www.stantec.com
PROJECT ENGINEER A. JACKSON	JULY 05	

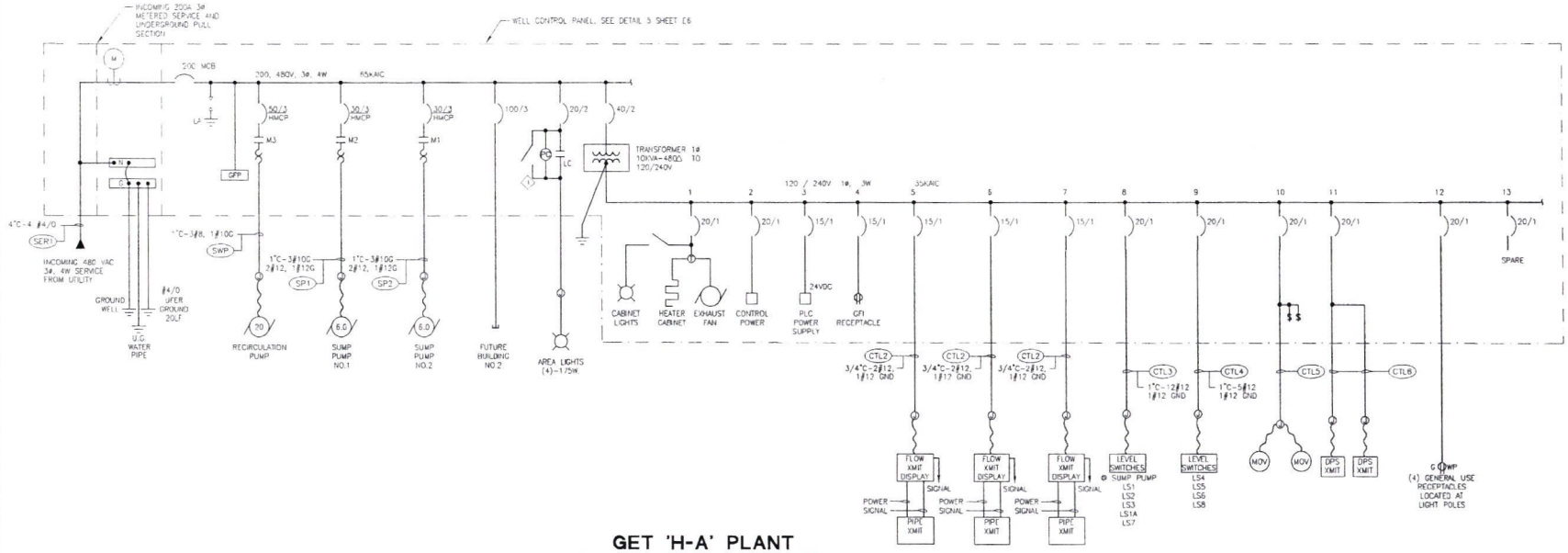
PROJECT TITLE
GET "H-A"
MATHER TREATMENT PLANT

DWG. DESCRIPTION
ELECTRICAL ABBREVIATIONS AND LEGEND

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	E1 OF 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

GET H-A - MATHER TREATMENT PLANT

V:\3261\civil\AEROJET\SFE-1756\sht\E1_ELECTRICAL ABBREVIATIONS AND LEGEND.dwg 7/08/05 2:14pm davis



GET 'H-A' PLANT ONE LINE DIAGRAM

A / E2

SCALE: NONE

NOTE

1. MOUNT PHOTO CELL IN CONTROL PANEL FOR AREA LIGHTING CONTROL. MOUNT MANUAL ON-OFF AREA LIGHTING SWITCH FOR OVERRIDE OF PHOTO CELL CONTROL.

LOAD CALCULATION

LOAD	KVA
(2) SUMP PUMPS, 6HP EA., 8A EA.	13.30
(1) RECIRCULATION PUMP (20HP)	22.45
(4) AREA LIGHTS @ 175W.	1.00
TRANSFORMER	10.00
CONTROL POWER	2.00
STRIP HEATER	1.50
LCL	5.61
TOTAL	55.86
FUTURE MODULAR BUILDING	50.0
TOTAL	105.86

105.86 KVA @ 480V 3ø = 127.3 A

LOAD CALCULATIONS FOR GET 'H-A'

SCALE: NONE

REVISIONS

TECH. DOC RELEASE	ITEM	DATE	DESCRIPTION	DRAWN	CHECKED	APPVD

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	P. REED	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp Facility Engineering, Aerojet Sacramento Operations

Stantec Consulting Inc., 2485 Natomas Park Way, Sacramento, CA 95833, USA

PROJECT TITLE

GET "H-A"
MATHER TREATMENT PLANT

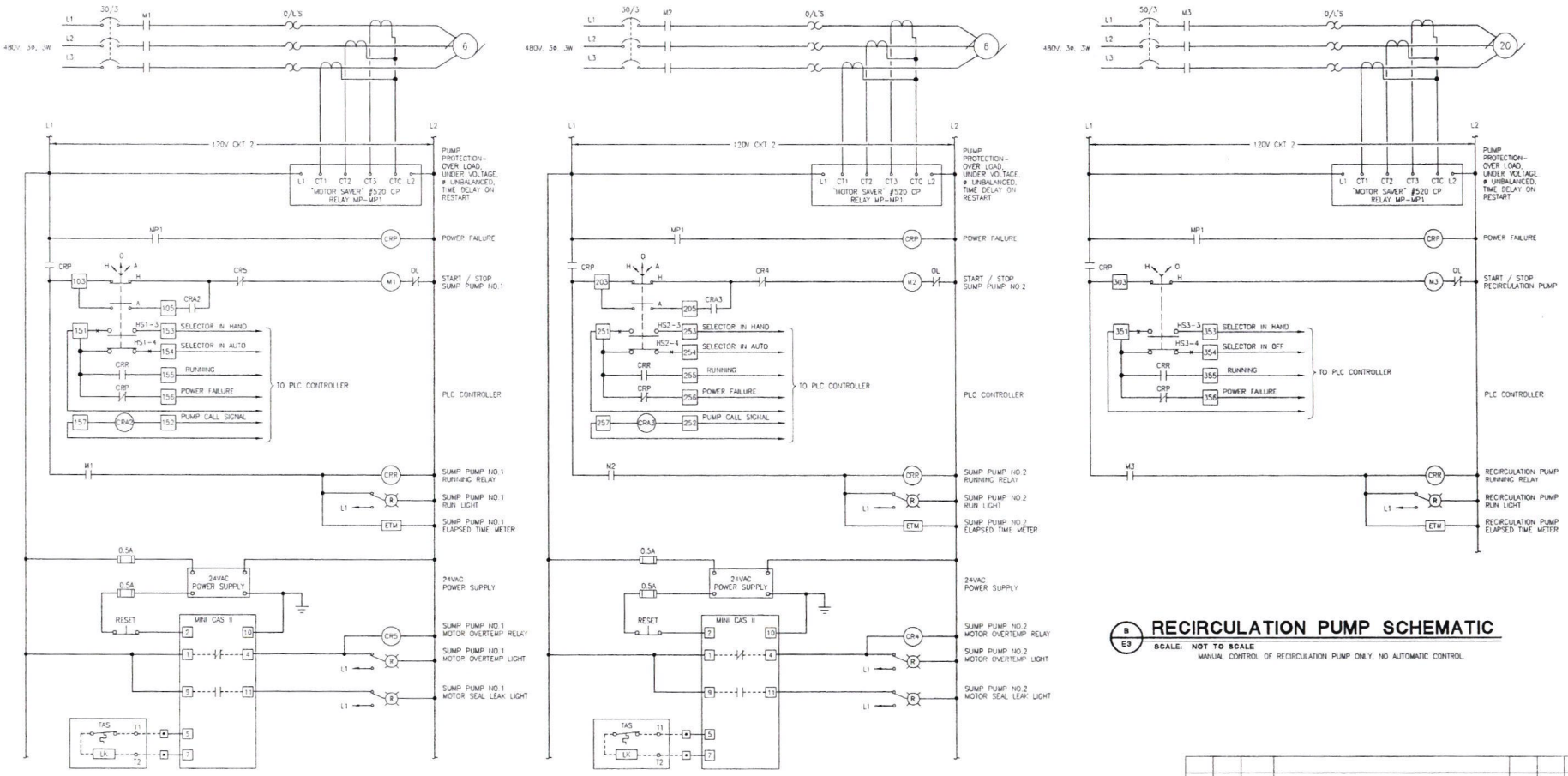
DWG DESCRIPTION: ELECTRICAL ONE LINE DIAGRAM

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	E.2 OF 6	-
SPEC. NO. SP-1756	TECH. DOC RELEASE		PC995

REGISTERED PROFESSIONAL ENGINEER — DAVID W. KNOLL No. 13007 — EXP. 8-30-05 ELECTRICAL — STATE OF CALIFORNIA

GET 'H-A' - MATHER TREATMENT PLANT

V:\SDA\Active\8700\335\dwg\1756.dgn a electrical glossary 8.5x11.2.dwg 7/08/05 2:49pm dsreed



A E3 DUPLEX SUMP PUMP SCHEMATIC

SCALE: NOT TO SCALE

PLC TO CONTROL LEAD/LAG OF SUMP PUMPS IN AUTO
SINGLE PUMP OPERATION IN HAND

B E3 RECIRCULATION PUMP SCHEMATIC

SCALE: NOT TO SCALE

MANUAL CONTROL OF RECIRCULATION PUMP ONLY, NO AUTOMATIC CONTROL

REVISIONS

TECH. DOC RELEASE	SYM	DATE	DESCRIPTION		DRAWN	CHECKED	APPD

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	B. TAFOYA	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GENCORP FACILITY ENGINEERING
AEROJET SACRAMENTO OPERATIONS
AEROJET

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2590 Venture Oaks Way
Sacramento, CA 95833, USA
Tel. 916.991.2200 Fax. 916.991.2274
www.stantec.com

REGISTERED PROFESSIONAL ENGINEER
DAVID W. KNOLL
No. 12007
EXP. 6-30-05
ELECTRICAL
STATE OF CALIFORNIA

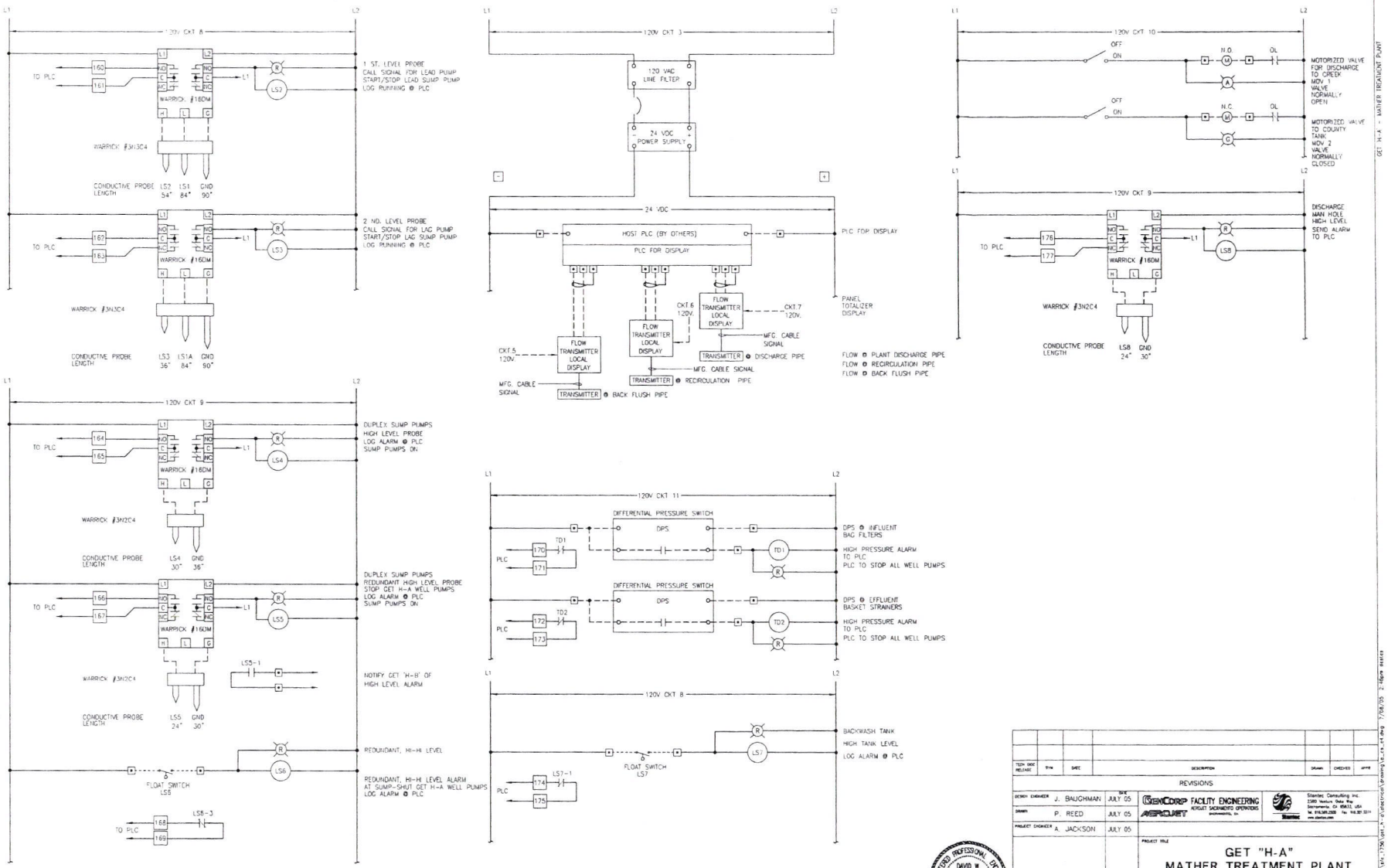
PROJECT TITLE
GET "H-A"
MATHER TREATMENT PLANT

DWG. DESCRIPTION
ELECTRICAL
CONTROL PANEL SCHEMATIC

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	E.3 OF 6	-
SPEC NO. SP-1756	TECH. DOC RELEASE		PC995

GET H-A - MATHER TREATMENT PLANT

V:\5364\Techno\Electrical\Drawings\E3-E4-E5.dwg 7/08/05 2:46pm evans



1 E4 **PLANT 'H-A' CONTROL SCHEMATIC**

SCALE: NTS

REGISTERED PROFESSIONAL ENGINEER
DAVID W. KNOLL
No. 12007
EXP. 6-30-05
ELECTRICAL
STATE OF CALIFORNIA

PAGE 18 OF 22

REVISIONS					
TECH DOC RELEASE	TYP.	DATE	DESCRIPTION	DRAWN	CHECKED	APPR

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	P. REED	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

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Sacramento, CA 95833, USA
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www.stantec.com

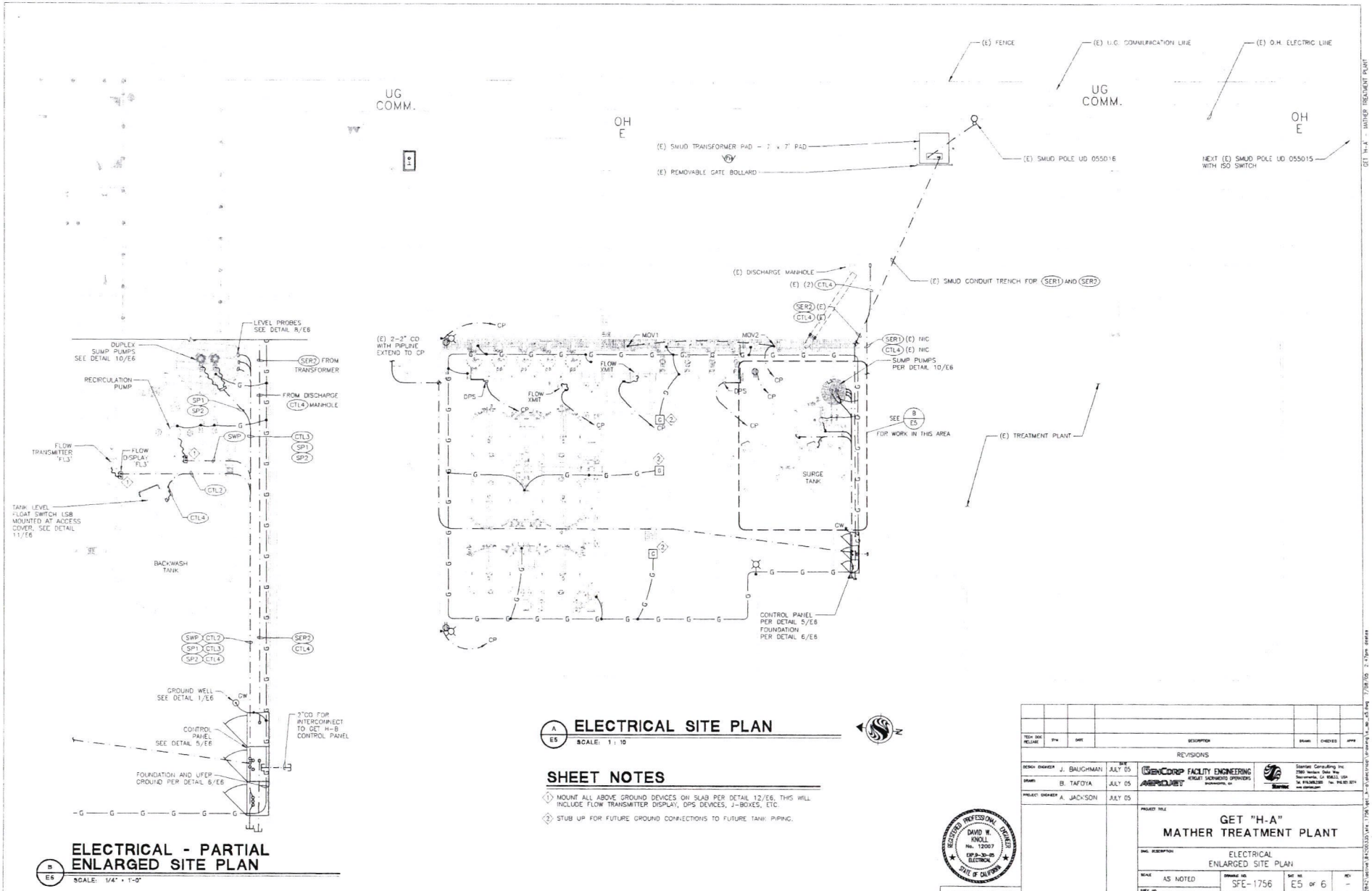
PROJECT TITLE
GET "H-A"
MATHER TREATMENT PLANT

ENG. DESCRIPTION
ELECTRICAL
CONTROL PANEL SCHEMATICS

SCALE	DRAWING NO.	TAT NO.	REV
AS NOTED	SFE-1756	E4 of 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

GET H-A - MATHER TREATMENT PLANT

V:\53873\active\84700\33\1756 get h-a e4.dwg 7/08/05 2:46pm reeves



ELECTRICAL - PARTIAL ENLARGED SITE PLAN

B / E6 SCALE: 1/4" = 1'-0"

ELECTRICAL SITE PLAN

A / E5 SCALE: 1 : 10

SHEET NOTES

1. MOUNT ALL ABOVE GROUND DEVICES ON SLAB PER DETAIL 12/E6, THIS WILL INCLUDE FLOW TRANSMITTER DISPLAY, DPS DEVICES, J-BOXES, ETC.
2. STUB UP FOR FUTURE GROUND CONNECTIONS TO FUTURE TANK PIPING.

REGISTERED PROFESSIONAL ENGINEER
DAVID W. KNOLL
No. 12007
EXP. 9-30-05
ELECTRICAL
STATE OF CALIFORNIA

PAGE 19 OF 22

TECH DOC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR
			REVISIONS			

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	B. TAFOYA	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING AEROJET SACRAMENTO OPERATIONS

Stantec Consulting Inc. 3700 Ventura Drive Way, Sacramento, CA 95833, USA Tel: 916.363.3274 Fax: 916.921.9274 www.stantec.com

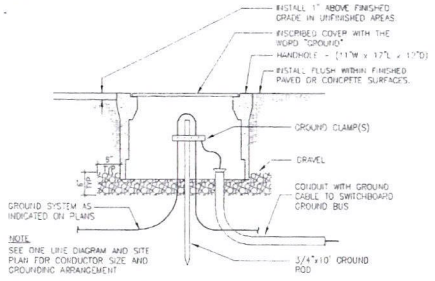
PROJECT TITLE
GET "H-A"
MATHER TREATMENT PLANT

DWG. DESCRIPTION
ELECTRICAL
ENLARGED SITE PLAN

SCALE	DRAWING NO.	SHT. NO.	REV
AS NOTED	SFE-1756	E5 OF 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

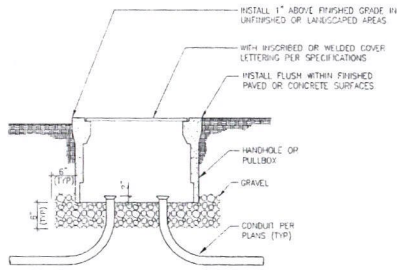
GET H-A - MATHER TREATMENT PLANT

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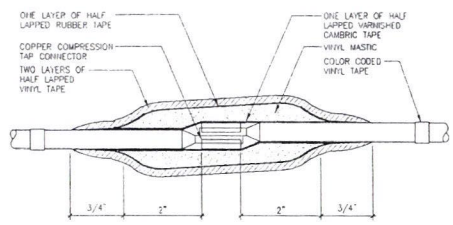
1 E6 GROUND WELL

SCALE: NONE



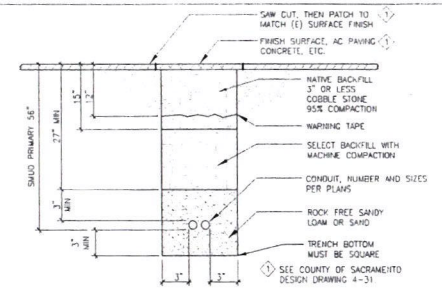
2 E6 HANDHOLES

SCALE: NONE (TRAFFIC RATED IN CONCRETE SLAB AREA)



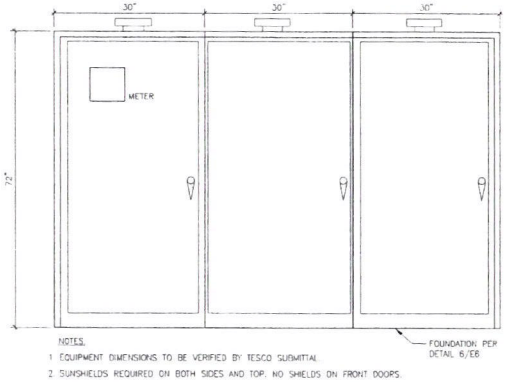
3 E6 600V AND LESS CABLE SPLICE

SCALE: NONE



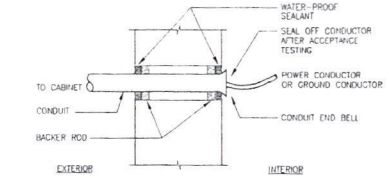
4 E6 CONDUIT TRENCH

SCALE: NONE



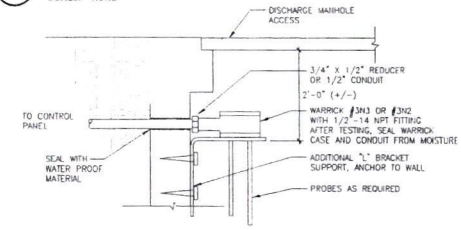
5 E6 WELL METERED SERVICE/CONTROL PEDESTAL

SCALE: NONE



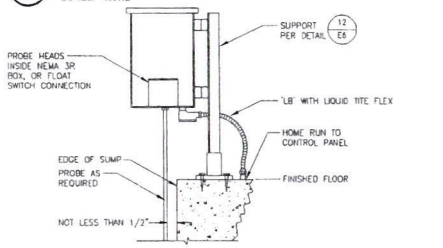
7 E6 VAULT WALL PENETRATIONS

SCALE: NONE



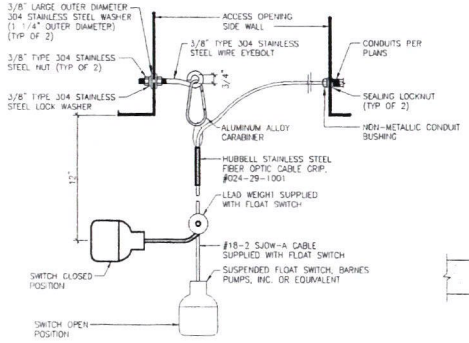
8 E6 DISCHARGE WELL LEVEL PROBE MOUNTING

SCALE: NONE



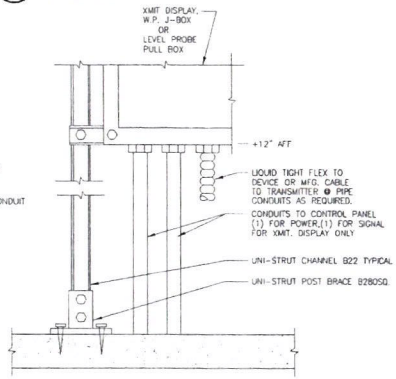
9 E6 SUMP LEVEL PROBE MOUNTING

SCALE: NOT TO SCALE



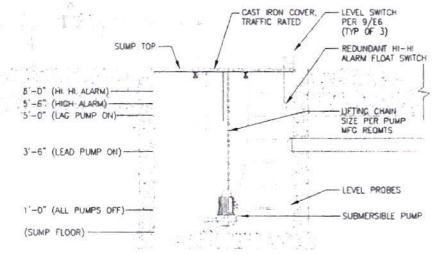
11 E6 FLOAT SWITCH IN TANK

SCALE: NONE



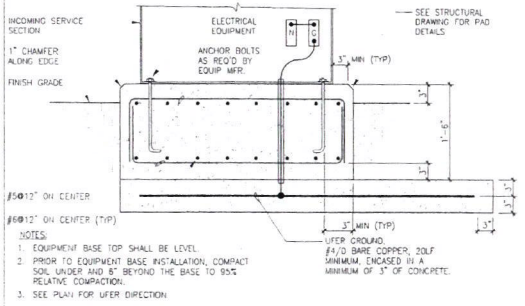
12 E6 ABOVE GRADE DEVICE MOUNTING DETAIL

SCALE: NONE



10 E6 DRAINAGE SUMP AND PUMP

SCALE: NONE



6 E6 ELECTRICAL EQUIPMENT FOUNDATION WITH UFER GROUND

SCALE: NONE

TECH DOC RELEASE	STA	DATE	DESCRIPTION	DRAWN	CHECKED	APP'D
			REVISIONS			

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	B. TAFOYA	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp Aerojet — Facility Engineering, Aerojet Sacramento Operations

Stantec Consulting Inc., 2260 Venture Oaks Way, Sacramento CA 95833 USA, Tel: 916.569.2500, Fax: 916.921.9274, www.stantec.com

PROJECT TITLE

GET "H-A" MATHER TREATMENT PLANT

DWG DESCRIPTION: ELECTRICAL DETAILS

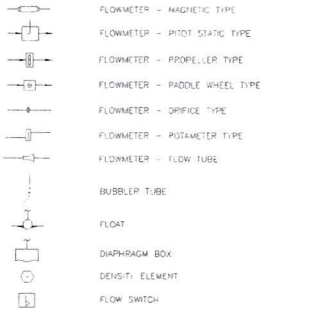
SCALE	DRAWING NO.	SHT NO.	REV
AS NOTED	SFE-1756	E6 OF 6	-
SPEC NO. SP-1756	TECH DOC RELEASE		PC995

REGISTERED PROFESSIONAL ENGINEER — DAVID W. KNOLL, No. 12007, EXP 6-30-05, ELECTRICAL, STATE OF CALIFORNIA

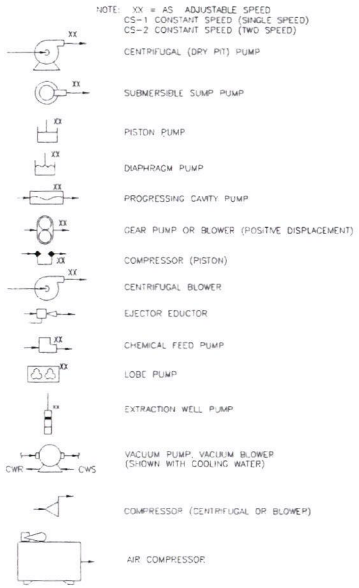
V:\3364\active\84100333\sfe_1756\get_h-a\electrical\drawing\e_el_d6.dwg 7/08/05 3:48pm cerise

GET H-A - MATHER TREATMENT PLANT

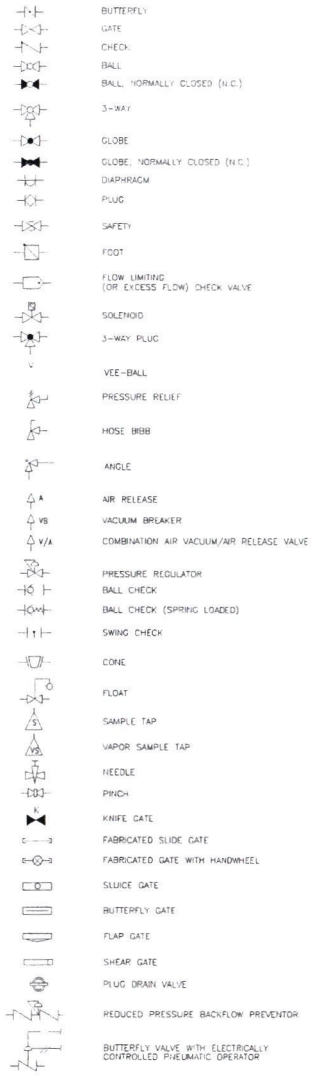
PRIMARY ELEMENTS



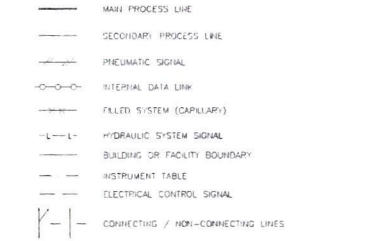
PUMPS AND COMPRESSORS



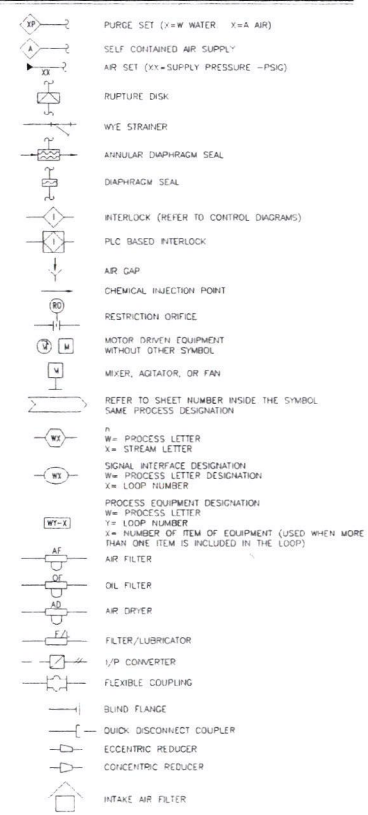
VALVES



LINE LEGEND



MISCELLANEOUS SYMBOLS



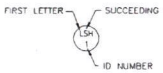
IDENTIFICATION LETTERS

	FIRST – LETTER		SUCCEEDING – LETTERS		
	PROCESS INITIATING VARIABLE	ALTERNATE	INDICATING FUNCTION	OUTPUT FUNCTION	DESCRIPTIVE FUNCTION
A	AIR	ANALYSIS	ALARM		AUTO
B	BURNER		USER'S CHOICE *	USER'S CHOICE *	USER'S CHOICE *
C	CONDUCTIVITY			CONTROL	CLOSED
D	DENSITY		DIFFERENTIAL	DIALER	
E	VOLTAGE		ELEMENT		
F	FLOW				
G	USER'S CHOICE *		GAUGE		
H	HAND				HIGH
I	CURRENT (ELECTRICAL)		INDICATOR		INDICATE
J	POWER				
K	TIME			CONTROL STATION	
L	LEVEL		LIGHT		LOW
M	MOTION				MIDDLE
N	TORQUE		USER'S CHOICE *	USER'S CHOICE *	USER'S CHOICE *
O	USER'S CHOICE		ORIFICE		OPEN
P	PRESSURE/VACUUM		POINT (TEST) CONNECTION		
Q	QUANTITY		TOTALIZER		
R	RESTRICTION		RECORD		RATIO
S	SPEED	SAFETY	SHUTDOWN	SWITCH	SAFETY
T	TEMPERATURE	TELEPHONE		TRANSMITTER	
U	MULTIVARIABLE *		MULTIFUNCTION *	MULTIFUNCTION *	MULTIFUNCTION *
V	VIBRATION	VACUUM		VALVE	
W	WEIGHT		WELL		THERMOWELL
X	UNCLASSIFIED *		UNCLASSIFIED *	UNCLASSIFIED *	UNCLASSIFIED *
Y	EVENT, STATE OR PRESENCE			SOLENOID	
Z	POSITION, DIMENSION			DRIVER, ACTUATOR, UNCLASSIFIED FINAL CONTROL ELEMENT	

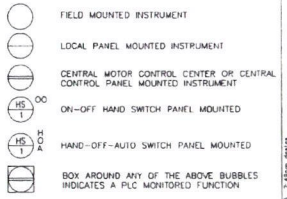
* WHEN USED, EXPLANATION TO BE SHOWN ADJACENT TO INSTRUMENT SYMBOL.

INSTRUMENT OR FUNCTION SYMBOLS

IDENTIFICATION SYMBOL



INSTRUMENT LOCATION SYMBOL



NOTES:

1. NOT ALL SYMBOLS SHOWN ON THIS DRAWING APPEAR IN THIS DRAWING SET.
2. IF SYMBOLS USED ON OTHER DRAWINGS ARE NOT IDENTIFIED ON THIS DRAWING, CONTACT THE ENGINEER.
3. NOTES ON INDIVIDUAL DRAWINGS RELATIVE TO SYMBOLS OR LEGENDS TAKE PRECEDENCE OVER SYMBOLS OR LEGENDS ON THIS DRAWING.

REVISIONS

TECH DOC RELEASE	TM	DATE	DESCRIPTION	DRAWN	CHECKED	APPVD

DESIGN ENGINEER	J. BAUGHMAN	JULY 05
DRAWN	P. REED	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GenCorp FACILITY ENGINEERING AEROJET SACRAMENTO OPERATIONS RANCHO CORDOVA, CA

Stantec Consulting Inc. 2590 Venture Oaks Way Sacramento, CA 95833, USA Tel: 916.569.2500 Fax: 916.921.1274 www.stantec.com

PROJECT TITLE

GET "H-A"
MATHER TREATMENT PLANT

DWG. DESCRIPTION

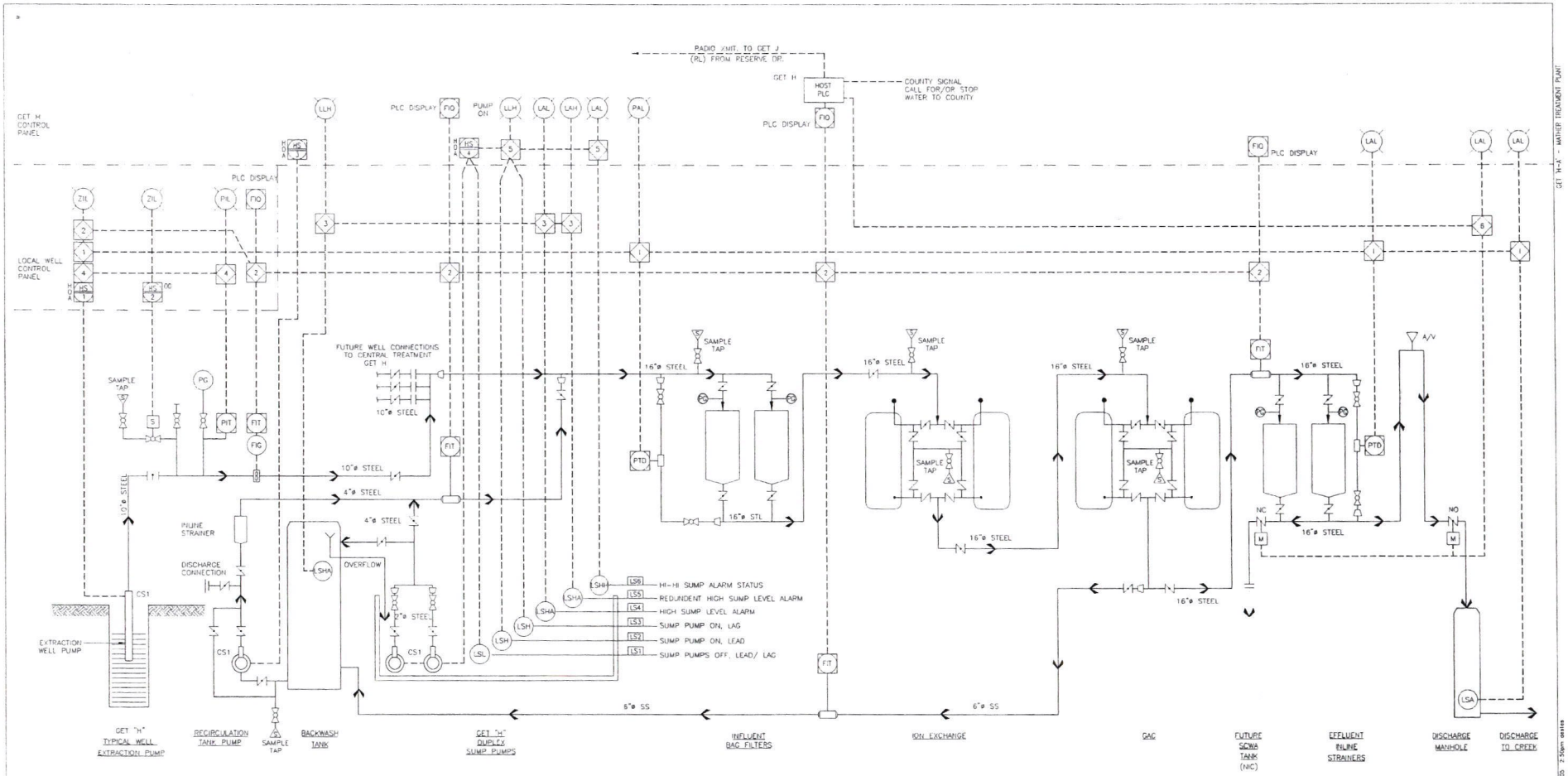
PROCESS AND INSTRUMENTATION LEGEND AND SYMBOLS

SCALE	DRAWING NO.	SHT. NO.	REV.
NONE	SFE-1756	11 OF 2	-
SPEC NO. SP-1756	TECH DOC RELEASE	PC995	

REGISTERED PROFESSIONAL ENGINEER BRUCE A. BAKER No. 22705 MECHANICAL 6-30-06 STATE OF CALIFORNIA

GET H-A - MATHER TREATMENT PLANT

V:\SMA\Active #7050.335 GET - 1756 (get_h_a electrical\Drawing 5.0_11 of 2).dwg 7/28/06 2:48pm dsouza



GET 'H-A' PROCESS AND INSTRUMENTATION DIAGRAM

1/12 SCALE: N/A

1. INTERLOCK BETWEEN COUNTY DISCHARGE HIGH LEVEL OR HIGH DIFFERENTIAL PRESSURE ACROSS VESSELS WILL SHUT DOWN ALL EXTRACTION WELL PUMPS.
2. INTERLOCK BETWEEN FLOW TOTALIZERS FOR ALL EXTRACTION WELL PUMPS AND TOTAL PLANT FLOW OUTPUT AT EFFLUENT BAG FILTERS WITH TWO OTHER FLOW POINTS (BACK FLUSH PIPE FROM GAC AND BACKWASH TANK DISCHARGE PIPE TO INFLUENT BAG FILTERS) IF WELL PUMP TOTAL'S ARE OUT OF RANGE BY 5% TO PLANT OUTPUT FLOW TOTAL, SHUT DOWN ALL WELL PUMPS FEEDING PLANT.
3. INTERLOCK BETWEEN HIGH SUMP LEVEL ALARM AND BACKWASH TANK HIGH LEVEL ALARM, BACKWASH TANK WILL OVERFLOW. RESPOND TO PLANT.
4. INTERLOCK BETWEEN HIGH OR LOW PIPE PRESSURE AT EXTRACTION WELL WILL SHUT DOWN ONLY THAT LOCAL WELL.
5. DUPLEX SUMP PUMPS ON LEAD / LAG CONTROL, BOTH WILL PUMP UNTIL LEVEL DROPS TO "OFF" POSITION. HI-HI LEVEL WILL SHUT OFF WELL PUMPS.
6. TWO MOTOR OPERATED VALVES SHOULD ALWAYS BE ONE OPEN AND ONE CLOSED FOR PLANT FLOW OUTPUT CONTROL.

REGISTERED PROFESSIONAL ENGINEER
BRUCE A. BAKER
No. 22705
MECHANICAL
9-30-08
STATE OF CALIFORNIA

PAGE 22 OF 22

REVISIONS					
TECH. DOC RELEASE	SYM	DATE	DESCRIPTION	DRAWN	CHECKED	APPR

DESIGN ENGINEER	J. BAUCHMAN	JULY 05
DRAWN	P. REED	JULY 05
PROJECT ENGINEER	A. JACKSON	JULY 05

GENCORP FACILITY ENGINEERING
AEROJET SACRAMENTO OPERATIONS
Rancho Cordova, Ca

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3160 Venture Oaks Way
Sacramento, Ca 95833, USA
Tel. 916.569.2500 Fax. 916.921.9274
www.stantec.com

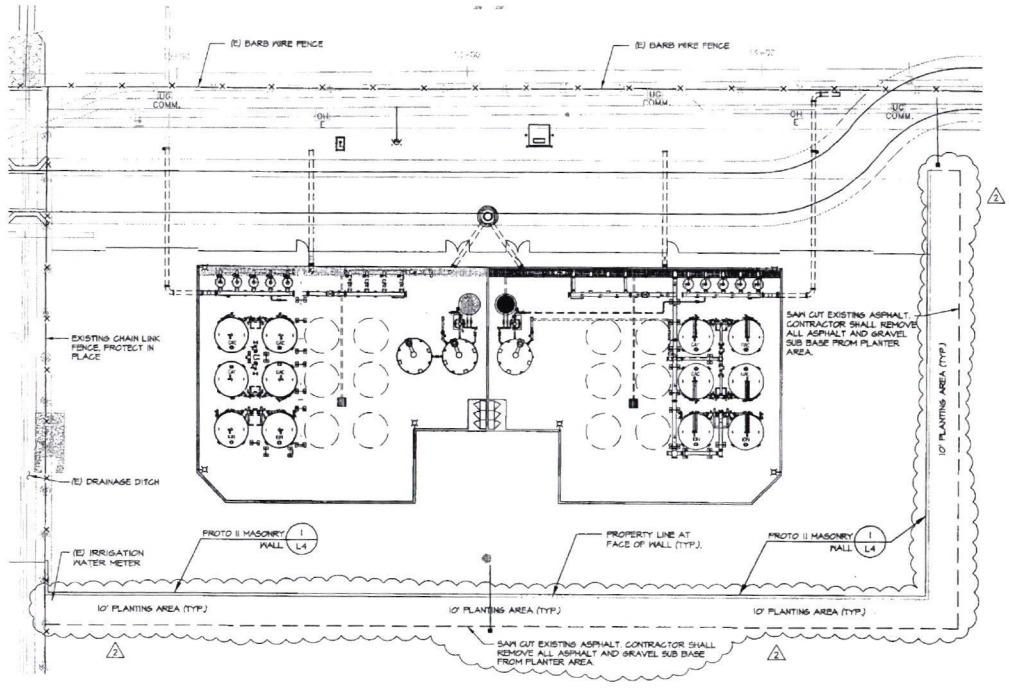
PROJECT TITLE
GET "H-A"
MATHER TREATMENT PLANT

DWG. DESCRIPTION: PROCESS AND INSTRUMENTATION DIAGRAM

SCALE	DRAWING NO.	SHT. NO.	REV.
AS NOTED	SFE-1756	12 OF 2	-
SPEC NO. SP-1756	TECH. DOC RELEASE		PC995

GET "H-A" - MATHER TREATMENT PLANT

P:\53847\active\53833\src_1756\get_h-a_12.dwg 7/28/05 2:56pm dsmith



LAYOUT NOTES

1. WRITTEN DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSION. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE OWNER AND COUNTY CONSTRUCTION INSPECTOR OR COUNTY CONSTRUCTION ADMINISTRATION OFFICE PRIOR TO INSTALLATION.
2. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER AND COUNTY CONSTRUCTION INSPECTOR OR COUNTY CONSTRUCTION ADMINISTRATION OFFICE IMMEDIATELY IN WRITING.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES. DAMAGE CAUSED BY THE CONTRACTOR'S INSTALLATION SHALL BE REPAIRED TO THE SATISFACTION OF THE GOVERNING AGENCY AND/OR OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS OF SUCH REPAIRS.
4. VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY THE OWNER AND COUNTY CONSTRUCTION INSPECTOR IF THERE ARE SUBSTANTIAL DISCREPANCIES.
5. ALL TRADES SHALL COORDINATE WORK SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
6. ALL DIMENSIONS ARE TO EDGE OF CONCRETE FLATWORK, FACE OF CURB, CENTER POINT OF RADIUS, OR INSIDE OF LANDSCAPE PLANTER.
7. SLEEVING SHALL BE INSTALLED PRIOR TO PLACING CONCRETE WORK. REFER TO IRRIGATION PLAN FOR POTENTIAL SLEEVING LOCATION. ALL SLEEVING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT NO ADDITIONAL COST TO THE OWNER OR COUNTY, ANY EXISTING LANDSCAPE AREA DESIGNATED TO REMAIN WHICH IS DISTURBED AS A CONSEQUENCE OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
10. ALL MATERIALS & FINISHES SHALL BE AS PER DRAWINGS, DETAILS, & SPECIFICATIONS. SOME MATERIALS MAY REQUIRE A SEVERAL WEEK ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY & ALL ORDERING LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.

N

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LICENSED LANDSCAPE ARCHITECT — JAMES W. RICHARDS No. 3454 — Signature — 6/21/05 — Professional Stamp — STATE OF CALIFORNIA

2	10/17/05	REVISIONS PER CLIENT REVIEW, WIDEN 5' TO 10' PLANTER.	KKC	TYH	TYHR
TECH DOC RELEASE	TYH	DATE	DESCRIPTION	DRAWN	CHECKED	APPD

REVISIONS

DESIGNED BY: KKC — DATE: JUNE 21
DRAWN BY: KKC — DATE: JUNE 21
PROJECT ENGINEER: B. MEYERS — DATE: JUNE 21

SIGNING

Sightline Consulting Inc. 2388 Venture Oaks Way Sacramento, CA 95833, USA Tel. 916.561.1816 Fax. 916.561.1874 www.sightline.us

PROJECT TITLE: **MATHER GET "H-B"**

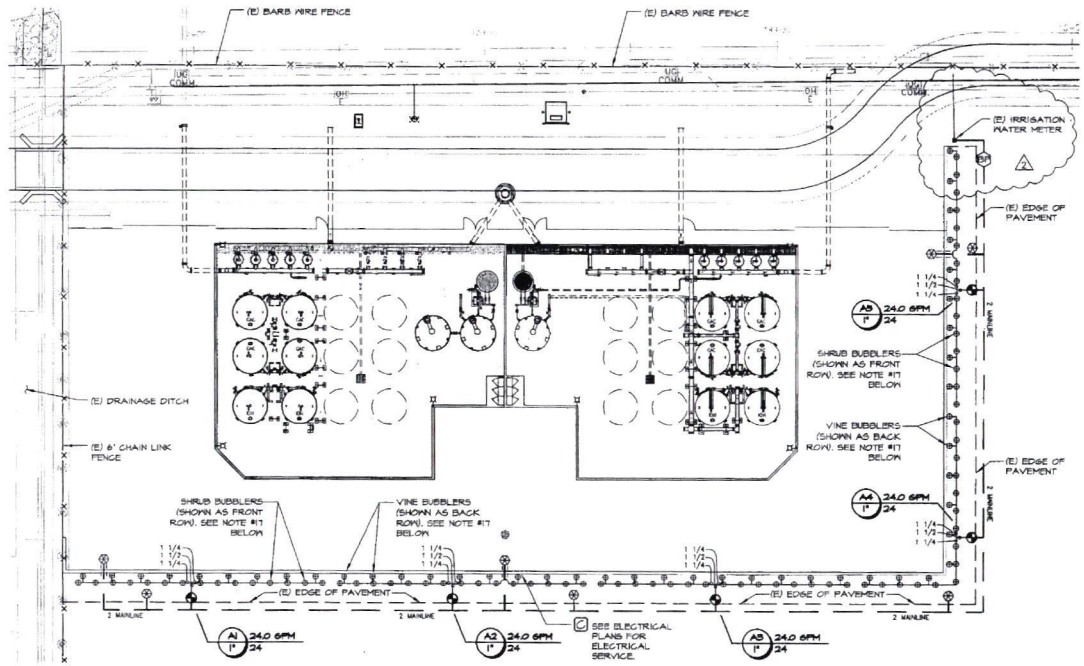
DWG. DESCRIPTION: LANDSCAPE LAYOUT PLAN

SCALE: AS NOTED — DRAWING NO.: SFE-1756. — SHT. NO.: L1 OF 6 — REV: 2

SPEC NO: SP-1756 — TECH DOC RELEASE: PC995

MATHER GET 'H-B'

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IRRIGATION LEGEND

SYMBOL	MFG	MODEL	EMITTER/ NOZZLE	RADIUS/ PATTERN	DISCHRG. RATE @ 10 PSI	PRECIP. RATE
⊕	RAINBIRD	1800A-F	BUBBLER	UMBRELLA	1.0 GPM	-

IRRIGATION KEY

SYM.	MFG	MODEL	ITEM
C	TORO	TP-06-OD	6 STATION WALL MOUNT IRRIGATION CONTROLLER
	RAINBIRD	PEB	ELECTRIC REMOTE CONTROL VALVE (SIZE PER PLAN)
	RAINBIRD	44LRC	QUICK COUPLING VALVE IN VALVE BOX
	NIBCO	T113	BRONZE VALVE IN VALVE BOX (SIZE TO MATCH PIPES UP TO 2" DIA.)
	WILKENS	975XL-1 1/2"	1 1/2" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE.
		CLASS 200	PVC LATERAL LINE (SIZE PER PLAN)
		CLASS 200	PVC MAINLINE (SIZE PER PLAN)
		SCH 40	PVC SLEEVE AT 2 X LINE SIZE, UNDER ALL PAVING, TYP.

A1 — 80.3 GPM — CONTROLLER DESIGNATION & VALVE NUMBER
2" — GALLONS PER MINUTE
15 — NUMBER OF HEADS
VALVE SIZE

IRRIGATION NOTES

1. PLANS ARE DIAGRAMMATIC. ALL DIMENSIONS, QUANTITIES AND MATERIALS SHALL BE VERIFIED BY IRRIGATION CONTRACTOR. CONTRACTOR SHALL INSTALL ADDITIONAL HEADS, AS NEEDED, TO PROVIDE ADEQUATE COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
2. SYSTEM IS DESIGNED AT A MAXIMUM OF 24.0 GPM. THE EXISTING STATIC PRESSURE IS 35 PSI. THE IRRIGATION CONTRACTOR SHALL VERIFY THE PRESSURE ON-SITE PRIOR TO INSTALLATION OF ANY IRRIGATION WORK. IF THERE IS A DISCREPANCY, THE IRRIGATION CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING SO ADJUSTMENTS CAN BE MADE.
3. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING. ALL WORK AND MATERIALS SHALL COMPLY WITH THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS.
4. SLEEVES:
   A. ALL PIPING AND 24 VOLT WIRING PASSING UNDER PAVING OR GRAVEL ROADS SHALL BE SLEEVED.
   B. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE PAVING CONTRACTOR FOR INSTALLATION OF SLEEVES.
5. ALL PIPING UNDER PAVING SHALL BE INSTALLED IN SEPARATE SCH 40 SLEEVES @ 24" MIN. DEPTH BELOW GRADE AND HAVE SAND BACKFILL 6" MIN. ABOVE AND BELOW PIPE. ALL WIRING UNDER PAVEMENTS SHALL BE INSTALLED IN PVC SCH. 40 ELEC. CONDUIT SHALL EXTEND 6" BEYOND EDGE OF PAVEMENT OR CURB. ALL SLEEVES & CONDUIT SHALL BE INSTALLED PRIOR TO THE PAVEMENT INSTALLATION.
6. THE IRRIGATION CONTRACTOR SHALL LAYOUT ALL WORK PRIOR TO TRENCHING OPERATIONS TO DETERMINE IF MINOR MODIFICATIONS WILL BE REQUIRED.
7. THE CONTRACTOR SHALL PROVIDE AND INSTALL THE AUTOMATIC CONTROLLER AND ALL UF-14 CONTROL WIRE. THE ELECTRICAL CONTRACTOR SHALL PROVIDE 110V SERVICES AND SERVICE HOOK-UPS FROM THE POWER SOURCE TO THE AUTOMATIC CONTROLLER.
8. MAINLINE SHALL BE PVC SCHEDULE 40 WITH SOLVENT WELD SCHEDULE 40 NIPPLES AND FITTINGS. COVER FOR MAINLINE SHALL BE 24". SOLVENT WELD MAINLINE FITTINGS WITHIN SLEEVES.
9. LATERAL LINES SHALL BE PVC SCH 40 PIPE WITH SCHEDULE 40 NIPPLES AND SCHEDULE 40 SOLVENT WELD FITTINGS. MINIMUM COVER 18".
10. ALL FITTINGS, RCV'S AND GCV'S SHALL BE INSTALLED IN PLANTING AREA (PIPING MAY PASS UNDER PAVING AS REQUIRED). RCV'S AND GCV'S SHALL BE INSTALLED ADJACENT TO WALKS OR PAVING (AS PER DETAIL). MAINLINE AND IRRIGATION COMPONENTS SHOWN OUTSIDE PLANTER FOR PLAN CLARITY PURPOSES ONLY.
11. INSTALL SLEEVES AS NECESSARY OR AS REQUIRED AS PER PLANS. THE SLEEVES SHALL BE INSTALLED JUST PRIOR TO PLACEMENT OF BASE MATERIALS AND PAVING. BACKFILL FOR SLEEVES SHALL BE COMPACTED TO THE SPECIFIED DENSITY FOR THE SUBGRADE.
12. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
13. INSTALL ALL SPRINKLER HEADS PERPENDICULAR TO SLOPES OR GRADE.
14. SEE IRRIGATION DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ALL EXISTING SPRINKLER EQUIPMENT DAMAGED BY HIS CONSTRUCTION OPERATIONS.
16. AT EACH STUB OUT, THE CONTRACTOR SHALL INSTALL (2) #14 RED WIRES (CONTROL) AND (1) #14 WHITE WIRE (COMMON) FROM THE IRRIGATION CONTROLLER. COIL A MINIMUM OF 25' OF WIRE AROUND EACH STUB OUT IN VALVE BOX.
17. SPACE SHRUB BUBBLERS AT 6' O.C., SPACE VINE BUBBLERS AT 10' O.C., SEE PLANTING PLAN.

N

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LICENSED LANDSCAPE ARCHITECT — 1988 — RICHARD MAHANEY — No. 2498 — 6/31/09 — Renewal Date — STATE OF CALIFORNIA

2	10/17/05	REVISIONS PER CLIENT REVIEW, POINT OF CONNECTION MOVED	KKC	PM	TMR
TECH. DOC RELEASE	STM	DATE	DESCRIPTION	DRAWN	CHECKED	APPR

REVISIONS

DESIGNED BY: KKC	JUNE 21	
DRAWN BY: KKC	JUNE 21	
PROJECT ENGINEER: B. MEYERS	JUNE 21	

BOEING

Stantec Consulting Inc. 2340 Venture Oaks Way Sacramento, CA 95833, USA Tel. 916.341.7600 Fax. 916.351.1674 www.stantec.com

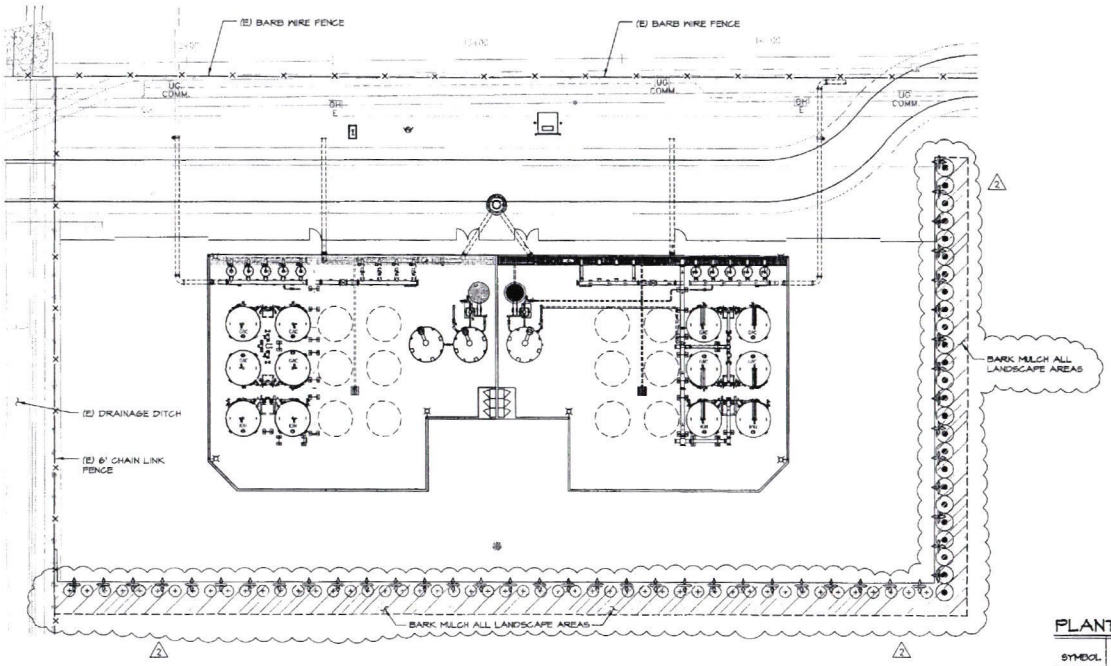
PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: LANDSCAPE IRRIGATION PLAN

SCALE: AS NOTED	DRAWING NO.: SFE-1756	SHT. NO.: L2 of 6	REV: 2
SPEC NO: SP-1756	TECH. DOC RELEASE:		PD995

MATHER GET "H-B"

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PLANT LEGEND

SYMBOL	BOTANICAL/ COMMON NAME	QUANTITY	SIZE	WATER USE	REMARKS
	SHRUBS				
⊛	PHOTINIA FRASERII 'INDIAN PRINCESS'/ DWARF PHOTINIA	25	5 GAL	MED	6' O.C.
⊙	PITTOSPORUM TOBIRA 'VARIEGATA'/ VARIEGATED PITTOSPORUM	30	5 GAL	MED	6' O.C.
	CLIMBING VINES				
✦	FICUS REPENS/ CREEPING FIG	45	1 GAL	MED	10' O.C.

LANDSCAPE KEY

- SAW CUT EXISTING ASPHALT
- BARK MULCH ALL LANDSCAPE AREAS

PLANTING NOTES

1. ALL WORK SHOWN ON SHEETS L1 THROUGH L6 SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD SPECIFICATIONS.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLANT QUANTITIES FROM LANDSCAPE PLAN.
3. NO PLANTING SHALL BE STARTED UNTIL FINISH GRADING AND IRRIGATION SYSTEM HAVE BEEN COMPLETED AND APPROVED BY THE OWNER.
4. LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IN THE EVENT OF PLANT UNAVAILABILITY IMMEDIATELY AFTER BID AWARD(S). ANY SUBSTITUTIONS MUST BE REQUESTED IN WRITING AND SUBMITTED TO THE OWNER FOR APPROVAL WITHIN 10 DAYS AFTER AWARD OF CONTRACT.
5. NOTIFY THE OWNER IF SUBSURFACE WATER IS ENCOUNTERED DURING PLANT PIT EXCAVATION.
6. ALL PLANT MATERIALS SHALL MEET SIZE SPECIFICATIONS AS SHOWN ON THE PLANT LIST, AND SHALL BE HEALTHY, FULL, AND SHALL BE OF FIRST RATE QUALITY FOR THE SPECIES.
7. ALL PLANT MATERIALS SHALL BE INSTALLED AS SHOWN ON THE DETAILS OF THESE PLANS.
8. ALL PLANTING AREAS SHALL BE GRADED AND PLANTED FOR POSITIVE DRAINAGE AWAY FROM STRUCTURES, WALLS AND FENCES.
9. THE LOCATIONS OF TREES AND SHRUBS SHALL BE ADJUSTED IN THE FIELD TO ACCOMMODATE EXISTING UTILITIES, LIGHTS, SPRINKLERS, ETC.
10. PRIOR TO ORDERING, BARK AND AMENDMENTS MUST BE SUBMITTED TO THE COUNTY OF SACRAMENTO. DELIVERY RECEIPTS MUST BE SUBMITTED FOLLOWING DELIVERY.
11. AFTER PLANTING IS COMPLETE AND AREAS HAVE BEEN FINE GRADED, SPREAD BARK TOP DRESS TO A 3" MINIMUM DEPTH IN ALL NON-TURF PLANTER BEDS. APPLY PRE-EMERGENT, AS PER SPECIFICATIONS, TO ALL PLANTER BEDS BEFORE TOP DRESS IS SPREAD. ADDITIONAL FERTILIZER AND PRE-EMERGENT TO BE APPLIED AT END OF MAINTENANCE PERIOD.
12. SEE LANDSCAPE DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
13. THE CONTRACTOR SHALL MAINTAIN ALL LANDSCAPED AREAS FOR A MINIMUM PERIOD OF 90 CALENDAR DAYS FOLLOWING COMPLETION OF ALL WORK. LEVEL OF MAINTENANCE SHALL MEET OR EXCEED THE COUNTY OF SACRAMENTO LANDSCAPE MAINTENANCE SPECIFICATIONS AND PROVISIONS (LATEST EDITION). THE OWNER WILL BE RESPONSIBLE OF ALL MAINTENANCE THEREAFTER. MONTHLY INSPECTIONS SHALL BE PERFORMED BY COUNTY OF SACRAMENTO MAINTENANCE STAFF AND/OR THE OWNER DURING THE MAINTENANCE PERIOD. ALL DEFICIENT WORK IDENTIFIED DURING THESE INSPECTIONS SHALL BE CORRECTED IN A TIMELY MANNER OR PROGRESS PAYMENTS SHALL BE DEDUCTED.
14. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: WATERING, MOWING, WEEDING, TRIMMING, FERTILIZING, SPRAYING INSECT AND PEST CONTROLS, REPLACEMENT OF DAMAGED OR DYING PLANT MATERIAL AND LITTER AND TRASH REMOVAL, ON A WEEKLY SCHEDULE.
15. PLANTER BED MULCH SHALL BE SMALL CHIPPED FIR BARK. MULCH SHALL BE FREE OF LARGE WOODY PIECES, SOIL, STONES, STICKS, DEBRIS OR OTHER FOREIGN MATTER.
16. ALL TREES SHALL BE PLANTED CLEAR OF PAVING AND FUTURE MALLS AS NOTED ON PLANS.
17. CONTRACTOR SHALL SUBMIT (2) SOIL SAMPLES FOR LAB ANALYSIS. SAMPLES SHALL BE FROM SEPARATE LOCATIONS WITHIN THE PLANTER STRIP. COLLECT SAMPLES AT A DEPTH OF 12"-18" AFTER REMOVAL OF EXISTING ASPHALT AND SUB BASE. CONTRACTOR SHALL SUBMIT SOIL ANALYSIS RESULTS TO COUNTY AND LANDSCAPE ARCHITECT. AMEND SOIL ACCORDING TO SOIL RECOMMENDATIONS AND LANDSCAPE SPECIFICATIONS.

WATER USE CALCULATION

WATER USE	PLANT	AREA	WATER USE FACTOR	WATER USE SF VALUE
LOW	-	0 SF	0.4	0 SF
MEDIUM	PHOTINIA PITTOSPORUM, FICUS	2,254 SF	1.0	2,254 SF
	TOTALS:	2,254 SF	IS EQUAL TO	2,254 SF

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LICENSED LANDSCAPE ARCHITECT — 5060 — MICHAEL MCGRAW — 8/31/08 — RENEWAL DATE — STATE OF CALIFORNIA

PAGE 28 OF 31

2	10/17/08	REVISIONS PER CLIENT REVIEW, WIDEN 5' TO 10' PLANTER.	KKC / PM / TMR
1			
TECH DOC RELEASE	STA	DATE	DESCRIPTION / DRAWN / CHECKED / APPR

REVISIONS

DESIGNED BY: KKC	JUNE 21	
DRAWN BY: KKC	JUNE 21	
PROJECT ENGINEER: B. MEYERS	JUNE 21	

Stantec Consulting Inc. 2561 Yosemite Blvd. Ste F, Modesto, CA 95355, USA. Tel. 209.581.7300 Fax. 209.581.0274. www.stantec.com

PROJECT TITLE: **MATHER GET "H-B"**

DWG. DESCRIPTION: LANDSCAPE PLANTING PLAN

SCALE	DRAWING NO.	SHT. NO.	REV
AS NOTED	SFE-1756	L3 OF 6	2
SPEC. NO: SP-1756	TECH DOC RELEASE		PC995

MATHER GET "H-B"

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		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The entitlement approved by this action is for a Conditional Use Permit/Design Review to allow groundwater extraction and treatment at 10699 North Mather Field Blvd. as described in the exhibits and attachments dated November 7, 2005.	On-going	Planning	
2.	The project shall be constructed in substantial compliance with the approved plans adopted by the City Council.	On-Going	Planning	
3.	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			
4.	The building and site improvement plans shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
5.	Additional visual screening shall be viewed and approved for the east side of the project site to the satisfaction of the Planning Director.	Prior to Building Permits	Planning	
6.	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	

Exhibit B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
7.	Install final site landscaping according to the approved plan. The total site landscaping shall be installed and accepted by the Planning Director, prior to occupancy of the building.	Prior to Final Inspection	Planning	
	Prior to Issuance of Occupancy Permit			
8.	An inspection of the finished building and site improvements shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	

RESOLUTION # 138-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A CONDITIONAL USE PERMIT AND DESIGN REVIEW FOR MATHER GET SYSTEM PROJECT # RC-05-194

WHEREAS, Aerojet General Corporation and The Boeing Company, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Conditional Use Permit and Design Review for the Mather GET System; and

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

WHEREAS, the project is Categorically Exempt according to the California Environmental Quality Act, Class 7 Exemption, thereby satisfying the requirements for the California Environmental Quality Act; and

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

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

1. Approve the Conditional Use Permit subject to the Project Plans (Exhibit A) and the Conditions of Approval (Exhibit B) and the following Findings:

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

      Evidence: The proposed project is located in the Mather SPA. The treated groundwater will be used by the Sacramento County Water Agency as part of the Eastern Sacramento County Water Supply Project. The Conditional Use Permit will allow the applicant to lawfully proceed with groundwater clean-up. Analysis by staff of the proposed project and the inclusion of Conditions of Approval ensure that there will be no negative impacts and the use will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the surrounding neighborhood.

2. Approve the Development Plan Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following Findings:

   Findings:

   a) High quality building designs that consists of durable and maintainable materials and that provide and diversity to the community.

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

Evidence The following justifies the findings above:

The open air facility will have a concrete foundation and access entryway. The proposed building will house secondary containment, drainage sump, above and below ground piping, above ground surge and backwash tanks, above-ground treatment vessels, a discharge manhole, a discharge outfall, and electrical controls.

The existing site is enclosed by a barbed wire fence on the west side. The north, south, and east sides are enclosed by an 8' high solid masonry wall. The exterior perimeter of the masonry wall will have a 10' wide landscape buffer with an automatic irrigation system. Landscaping will be present around the north and east sides of the project site. The west side of the project will feature a paved access road that is 14' feet wide centered along the right-of-way under the reciprocal access agreement.

The project site is not located near any centers of activity and is not expected to create disturbances. Activity will occur on site and will be screened by the masonry wall and landscaping.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th November 2005.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
KEN COOLEY, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: Public Hearing and Adoption of the Final Draft Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element AB 939 Planning Documents, and Negative Declaration/ Initial Study for the Source Reduction and Recycling Element and Household Hazardous Waste Element

RECOMMENDATION

The staff recommendation includes the following four actions:

1) Conduct a public hearing to receive comments on the final drafts of the City of Rancho Cordova's Source Reduction and Recycling Element ("SRRE"), Household Hazardous Waste Element ("HHWE"), and Nondisposal Facility Element ("NDFE"), in compliance with Title 14, Section 18766, of the California Code of Regulations;

2) Conduct a public hearing to receive comments on the Negative Declaration/Initial Study for the SRRE and HHWE selected programs and approve attached Resolution 143-2005 authorizing the City Council to adopt the Negative Declaration for SRRE and HHWE.

3) Adopt the final draft SRRE, HHWE and NDFE; and

BACKGROUND AND SUMMARY

As a newly incorporated City, Rancho Cordova is required to comply with the requirements of the California Integrated Waste Management Act ("AB 939"). Conceptually, AB 939 requires California municipalities to comply with both landfill diversion mandates and planning and reporting requirements. The landfill diversion mandate requires that every city and county annually divert 50 percent of its waste generated. The City has conducted a 2004 Base Year study to establish the City's preliminary diversion rate and it has been determined to be 51.7 percent (subject to CIWMB approval). The planning aspect of AB 939 requires that cities and counties prepare three planning documents, including the SRRE, HHWE and NDFE, to evaluate and select programs that will promote diverting materials from landfill disposal and identify the facilities will be used to

handle the City's waste stream. The City has prepared all of the documents and has released the preliminary and final drafts for public comment.

Since the selected programs identified in the planning documents could potentially have adverse environmental impacts, the California Environmental Quality Act (CEQA) requires that, at a minimum, an Initial Study be prepared to determine the potential adverse environmental impacts and incorporate mitigation measures as necessary. The programs selected by the City were determined to have no adverse impacts. This staff report further describes the preliminary diversion rate of the City, the planning documents and selected programs, and findings from the Initial Study. Upon adoption of the SRRE, HHWE, NDFE and Negative Declaration by the City Council, these documents will be submitted to the CIWMB for final approval.

Analysis

Landfill Diversion Mandates: The landfill diversion mandates require all cities and counties in California to divert 50 percent of the total waste generated within the boundaries of the jurisdiction from landfill disposal on an annual basis beginning in the year 2000. Solid waste may be diverted from landfill disposal through source reduction, recycling, or composting.

Planning Requirements: The planning requirements mandate that all cities and counties prepare, adopt and submit planning documents to the California Integrated Waste Management Board ("CIWMB"). The required planning documents include a Source Reduction and Recycling Element, a Household Hazardous Waste Element and a Nondisposal Facility Element ("NDFE") (collectively referred to as "Planning Documents").

Reporting Requirements: On an annual basis, the City must report to the CIWMB what SRRE and HHWE activities it has undertaken to reduce the amount of material going to the landfill. As part of the reporting, the estimated overall diversion is calculated by a CIWMB model to determine the diversion rate for the reporting year.

Current Diversion Rate Status: The City conducted a Base Year study in 2005 for the calendar year 2004. The Base Year study is the process of documenting all disposal and diversion to determine the City's overall diversion rate. The formula used to calculate the diversion rate is:

Diversion rate (%) = tons diverted / total tons generated

For 2004, the City documented a preliminary diversion rate of 51.7 percent, with 70,486 tons disposed and 75,453.7 tons diverted. The tonnages and diversion rate are preliminary and subject to CIWMB approval.

Disposal data is reported by the CIWMB Disposal Reporting System. In the DRS system, every disposal facility and transfer station in California records the jurisdiction of origin of incoming loads, and the CIWMB compiles the statewide data on an annual basis. The DRS system also tracks alternative daily cover ("ADC") usage data at landfills throughout the state. Figure 1 below shows a summary of the preliminary disposal data for Rancho Cordova in 2004. According to the information compiled to-date, the 2004 disposal tonnages included 16,394 tons of self-haul, 13,681 tons of residential, and 40,412 tons of commercial disposal.

Diversion data is gathered through a variety of methods, including business waste audits and surveys, Construction and Demolition ("C&D") processing facilities, "third-party" recycling companies, and residential and commercial franchised haulers. Table 1 below provides a summary of the programs employed in 2004, and their corresponding diversion tonnages. The summary of the Base Year findings are in Attachment 1.

Figure 1
Waste Disposal Categories
Rancho Cordova 2004

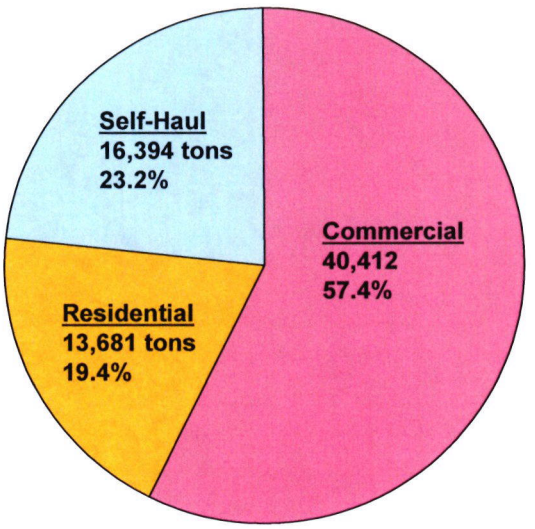


Table 1
Preliminary Results for the 2004 Rancho Cordova Base Year Study

Diversion Categories	Preliminary Tons of Documented Diversion
Residential Curbside Recycling and Greenwaste (County)	11,420.7
Buyback Centers	638.7
Drop-Off Centers	6.6
SWA Franchisee Commercial Recycling Programs	6,582.8
Grasscycling	1,345.2
Backyard Composting	69.6
Business Audits - Source Reduction	1,133.2
Business Audits - Recycling	9,737.4
Business Audits - Composting	254.8
Self-Haul	9,166.6
ADC	6,481.9
C & D Collection and Drop-Off Programs	23,804.6
Beneficial Use	4,811.7
Subtotal - Preliminary 2004 Diversion	**75,453.7**
Total Disposal	70,486.0
Total Generation (Disposal + Diversion)	145,939.7
Preliminary 2004 Diversion Rate	**51.7%**

Current Diversion Methods: As shown in the Preliminary Results table above, there are a variety of entities performing diversion activities. In sum, there are basically three means by which the City of Rancho Cordova achieves diversion: source reduction, recycling, and composting. Source reduction includes backyard composting, grasscycling, and business programs. Recycling includes residential curbside recycling, drop-off and buy-back centers, SWA franchisee commercial recycling programs, business programs, self-haul, ADC, C&D collection and drop-off programs, and beneficial use programs. Composting includes business programs mainly practiced by supermarkets.

The City is able to achieve diversion using source reduction, recycling, and composting through the following programs: residential collection services, commercial collection services, ordinances, third-party recyclers, and other recyclers. Each program is described below.

Residential Collection Services: Residential collection services are provided by BFI Waste Systems of North America ("BFI"). The term of the contract is from February 1, 2005 through December 31, 2012. As part of the contract, BFI is required to divert a minimum of 40 percent of the materials, by weight, it collects under the collection services contract from the landfill. The City has included financial incentives into the contract to encourage increased diversion.

Commercial Collection Services: Every hauler that wishes to service commercial accounts in the City is subject to Ordinance 15-2003 and a Franchise Agreement. Franchise Agreements are in the process of being executed with haulers. As part of the Franchise Agreement, haulers are required to divert on a quarterly basis 30 percent of the material they collect, by weight, from the landfill. For haulers that do not meet the quarterly diversion requirement, a recycling incentive fee may be charged for each tonnage shortfall of the 30 percent. Currently, the City has 16 permitted commercial haulers.

C&D Ordinances: The City is currently exploring the adoption of a C&D ordinance which would require construction and demolition projects to divert a specified portion of the generated materials from the landfill. The C&D ordinance is mentioned in the SRRE as a selected program to assist the City in achieving its diversion goals. It is important to note that of the materials documented for the City's 2004 Base Year, 41.7 percent was C&D material.

Third-Party Recyclers: Third-party recyclers are entities, such as Smurfit, rendering companies, etc., that collect recyclable materials from businesses, but are not franchised commercial haulers. Since these entities do not report their tonnage activities to the City, surveys were conducted to assess the extent of their diversion operations.

Other Recyclers: The previous three categories are the main ways that the City has achieved diversion in the City. However, smaller operations which assist the City in meeting its diversion requirements include drop-off and buyback centers, thrift stores, individual business back-haul programs, and operations by the Cordova Recreation and Park District. In the case of the Cordova Recreation and Park District, grass clippings are left at the site versus being disposed.

AB 939 Planning Process and Procedural Requirements: The preparation, review and adoption of the AB 939 planning documents include the following steps:

Develop Preliminary Drafts of AB 939 Planning Documents: The City must develop a Preliminary Draft of the SRRE and HHWE. The Preliminary Drafts will be distributed to the CIWMB, the County of Sacramento, adjoining cities and the Solid Waste Advisory Committee ("SWAC") for a review period of no more than 45 days. The NDFE does not have a Preliminary Draft review period.

Convene a Public Hearing to Take Comments on the Preliminary Drafts of the AB 939 Planning Documents: The City must convene a Public Hearing to accept comments on the Preliminary Drafts of the SRRE and HHWE during the 45 day review period. The Public Hearing Notice for this meeting is presented in Attachment 2.

Develop Final Drafts of the AB 939 Planning Documents: The City must incorporate comments from the appropriate parties and the public hearing into the Final Drafts, and distribute to SWAC at least 30 days prior to the scheduled public hearing for approval by the City Council.

Final Submittal to CIWMB and California Environmental Quality Act ("CEQA") Process: The City must prepare the required documentation for the Planning Documents to comply with the CEQA process. The City has prepared a Negative Declaration. Upon completion of the CEQA documentation, the City must facilitate a public hearing to receive comment on the environmental review documentation and for adoption of the Final Draft of the planning documents. The Negative Declaration/Initial Study was released for public review on September 23, 2005 for a 30 day period, with final adoption scheduled for November 7, 2005.

AB 939 Document Distribution and Review Period: All three Planning Documents were released for public review on July 11, 2005. The September 6, 2005 public hearing was held at the end of the 30 day public review period for the Preliminary Draft SRRE and HHWE. The NDFE public hearing will occur on November 7, 2005 at the end of the required 90 day public review period. In addition, final drafts of the SRRE and HHWE and Negative Declaration/Initial Study were released for a 30 day public review beginning on September 23, 2005. Comments from the first release period were incorporated into the final drafts of the documents. Any comments made on the final drafts will also be incorporated into the documents prior to adoption by the City Council.

Copies of the preliminary and final draft AB 939 documents were provided to the City for residents to review and the following individuals also received copies:

- Carl Hauge, SWAC Member
- William Gibson, SWAC Member
- Evan Edgar, SWAC Member
- Jerry Mayberry, SWAC Member
- Rich Garmsen, SWAC Member
- Patrick Maxfield, SWAC Member
- Jennifer Cannell, SWAC Member
- Judy Cotton, SWAC Member
- Anthony DeRiggi, SWAC Member
- Mark White, SWAC Member
- Jeff Donlevy, SWAC Member
- Andrea Leisy, SWAC Member

- Samuel Wallace, SWAC Member
- Cedar Kehoe, City of Elk Grove
- Rick Shaw, City of Folsom
- David Wheaton, City of Citrus Heights
- Harold Duffey, City of Sacramento
- Pat Quinn, County of Sacramento
- Kyle Pogue, California Integrated Waste Management Board
- Heidi Sanborn, Solid Waste Consultant
- Ted Anderson, City of Galt

The Negative Declaration/Initial Study was submitted to the Sacramento County Clerk and the State Clearinghouse. A copy of the document was also available at City Hall for residents to review. A full schedule is presented later in this report.

AB 939 Planning Documents: The SRRE, HHWE, NDFE and Negative Declaration/Initial Study are described below.

Source Reduction and Recycling Element: The Source Reduction and Recycling Element presents the City's plan to divert 50 percent of its waste stream from landfill disposal on an annual basis. The SRRE is the primary planning document for the evaluation and selection of diversion programs to be implemented by the City. According to the "Model Source Reduction and Recycling Element Guidelines" produced by the CIWMB, the SRRE shall include the following components:

- Waste Characterization Component: the SRRE shall identify the solid waste generated within the City. This information shall represent the solid waste generated within, and disposed of by the City, and shall reflect seasonal variations. The material shall be identified by volume or weight, material type, and source of generation (residential, commercial, industrial, governmental, etc.)

- Source Reduction Component: the SRRE shall include a list of selected programs, and a corresponding implementation schedule, to demonstrate how the City will reduce the creation of solid wastes through source reduction activities.

- Recycling Component: the SRRE shall include a list of selected programs, and a corresponding implementation schedule, to demonstrate how the City will recycle a specified portion of the waste stream.

- Composting Component: the SRRE shall include a list of selected programs, and a corresponding implementation schedule, to demonstrate how the City will compost a specified portion of the waste stream.

- Education and Public Information Component: the SRRE shall describe how the City will increase public awareness of, and participation in, source reduction, recycling, and composting programs.

- Funding Component: the SRRE shall describe how the City will increase public awareness of, and participation in, source reduction, recycling, and composting activities.

- Special Waste Component: the SRRE shall describe existing waste handling and disposal practices for special waste including, but not limited to, asbestos and sewage sludge, which are not classified as hazardous waste. The SRRE must identify current and proposed programs to ensure proper handling, reuse, and long-term disposal of special waste.

- Facility Capacity Component: the SRRE shall project the amount of disposal capacity needed to accommodate the waste generated within the City for a 15-year period.

Programs selected to be implemented for the SRRE, their status and funding sources are identified in Attachment 3.

Household Hazardous Waste (HHW) Element: The primary objective of the HHWE is to identify a program for the safe collection, recycling, treatment and disposal of hazardous wastes, as defined in Section 25117 of the Health and Safety Code, which are generated by households in the City and which should be separated from the solid waste stream.

The programs selected for promoting the reduction and proper disposal of HHW are the following:

- Curbside collection of used motor oil and filters;
- Load-checking by the collector at diversion and disposal facilities;
- Encourage use of the permanent HHW collection facilities by residential and commercial generators;
- Public service announcements;
- HHW telephone hotline;
- Printed information pieces;
- Periodic media and press briefings; and
- Educational programs, which include school curricula.

Funding will be provided through state grant programs, residential collection rates, and the commercial Franchise Fee. The City's General Fund may be used if additional resources are needed.

Nondisposal Facility Element: A "nondisposal facility" includes solid waste facilities that are required to obtain a solid waste facility permit, but that are not solid waste disposal or transformation facilities. The nondisposal facilities may include composting facilities, material recovery facilities, transfer stations, etc. The primary objective of the Nondisposal Facility Element is to identify facilities that are currently in operation, or that may be required in the future to comply with the diversion mandates of AB 939.

Although a preliminary draft of the NDFE was released for a public review period of 90 days beginning on July 11, 2005, the document will also serve as a final draft. The NDFE only needs a public hearing at the date of its adoption, which will be November 7, 2005.

Negative Declaration/Initial Study: The Negative Declaration/Initial Study evaluated the environmental and community service impacts which could possibly result from the adoption of the selected SRRE and HHWE programs. The majority of the selected programs for the SRRE and HHWE are currently occurring. Programs which are new consist of public education efforts and policy incentives. The nature of newly selected programs will not have any adverse environmental impacts. Thus, the formal adoption of all the programs selected in the SRRE and HHWE will not alter the current conditions of the environment. As such, no impacts will be incurred to aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, or utilities and service systems.

Planning Schedule: As stated previously, on July 11, 2005, the City released preliminary drafts of the SRRE and HHWE and final draft of the NDFE. Final drafts of the SRRE and HHWE were released on September 23, 2005. The SRRE and HHWE have a 30 day preliminary and final draft review period and the NDFE has a 90 day final draft review period. The schedule from July 2005 through December 2005 consists of the milestones identified in the table below for complying with AB 939 requirements and meeting the December 31, 2005 CIWMB deadline for submitting the final Planning Documents.

Target Date	Tasks	Status
August 2	Meet with LTF (SWAC) regarding preliminary drafts	8/2
September 6	Public hearings on preliminary draft SRRE/HHWE (NDFE only needs final hearing on Nov. 7)	9/6
7	Prepare Final Draft SRRE/HHWE	9/23

9	Post Hearing Ad for publishing on Sept. 16	9/14
23	Submit final draft SRRE/HHWE and Initial Gen. Study and CEQA documentation for 30 day comment period and incorporation into the CIWMB to LTF, CIWMB.	9/23
26	Mail Franchise Agreements and draft ordinance to commercial haulers	9/26
October 4	Meet LTF (SWAC) regarding final draft AB 939 documents	10/4
24	Final 30 day comment period ends for SRRE/HHWE/NDFE/Initial Study	10/24
November 7	City Council Hearing to adopt SRRE/HHWE/NDFE and CEQA Initial Study documents	
December (Due by 31)	Submittal of Final SRRE/HHWE/NDFE LTF comments, notice of public hearings, NOD, and City resolution to CIWMB	

Fiscal Impact

This public hearing and adoption of AB 939 planning documents and Negative Declaration/Initial Study will not have a fiscal impact. Attachment 4 presents the projected funding sources and costs of the selected SRRE programs.

ATTACHMENTS:
1) 2004 Base Year Executive Summary
2) Public Hearing Notice
3) Selected SRRE Programs
4) SRRE Funding Sources and Costs
5) Resolution 143-2005

I. Introduction

The City of Rancho Cordova ("City") incorporated on July 1, 2003. Prior to incorporation, the City Service Area was part of unincorporated Sacramento County. Between the date of incorporation and February 2005, the County of Sacramento ("County") Department of Waste Management and Recycling continued to provide residential solid waste collection and recycling services to City residents. In February of 2005, BFI Waste Systems began providing residential solid waste services through a Collection Services Agreement. The residential diversion data presented in this report therefore was provided by the County of Sacramento Department of Waste Management and Recycling.

The City engaged R3 Consulting Group ("R3") to conduct a New Base Year Study using 2004 data. In conducting the study, R3 documented existing diversion activities and programs implemented by the City, the County, commercial haulers and the private sector. ***The initial results indicate that the City's 2004 diversion rate was 51.7 percent.***

II. Methodology

R3 accumulated data for the solid waste generation study from the following sources:

- Phone surveys to local and regional material handlers, including landscapers, recyclers, composting facilities, and inerts processors;
- Phone surveys to local businesses, including manufacturing operations, grocery stores, retail outlets, etc;
- Quarterly reports submitted to the City by the commercial haulers operating in the City during 2004;
- California Redemption Value data compiled by the Department of Conservation;
- Disposal tonnages from the County of Sacramento Disposal Reporting System ("DRS") and the County's Kiefer Landfill;
- County of Sacramento data for residential curbside recycling, green waste collection, Neighborhood Cleanup and Household Hazardous Waste programs;
- Interviews with various public agencies and facilities, including local school districts and the Cordova Recreation and Park District;
- County of Sacramento reports on residential backyard composting activities;
- Alternative Daily Cover ("ADC") and Beneficial Use tonnages reported by the County of Sacramento.

The mail and telephone phone surveys were conducted pursuant to the guidelines published in the California Integrated Waste Management Board's ("CIWMB") Diversion Study Guide. In addition, site visits were conducted on April 13, 2005 with Kyle Pogue from the CIWMB Office of Local Assistance, and Steve Harriman, Myriam Arce and Heidi Sanborn from R3.

All diversion tonnages documented in this report are actual tons. No attempt was made to extrapolate data across business sectors.

Material handlers were identified by City staff, and businesses were identified through the phone book, the internet, references from local residents and business owners, etc. The following sections provide a summary of the project findings.

III. Summary of Findings

Business and Public Agency Surveys and Waste Audits

The R3 project team completed 35 business and public agency surveys, documenting a total of 75,453.7 tons of diversion from 2004 throughout the City. Of this total, 2,478.4 tons were documented for source reduction, 64,764.4 for recycling and 8,210.9 for composting activities and programs. (See Attachments F, G, and H)

The total tonnage documented for business and agency surveys has been reduced to account for diversion programs that handled restricted wastes, including scrap metal, that were in existence prior to 1990. (See Table 3 in Section 2)

In order to avoid double-counting, no tonnages from recyclers or material processing facilities which were received from franchised commercial haulers were included in the documented tonnage from the business surveys.

The business surveys were essential to quantifying the City-wide diversion rate. Many businesses in the City participate in private recycling programs and practice extensive waste prevention techniques.

Residential Curbside and Green Waste Recycling

A total of 11,420.7 tons of residential curbside recycling and green waste were documented for 2004, consisting of 4,587.1 tons of curbside recycling and 6,833.6 tons of curbside green waste collection. (See Attachment A)

Buyback and Drop-Off Center Diversion

A total of 638.7 tons of buyback center recycling were documented by the Department of Conservation (DOC) for 2004. In addition, a total of 6.6 tons of diversion were documented by the DOC for drop-off centers. (See Attachments B and C)

Commercial Recycling (SWA Franchisees)

A total of 6,582.8 tons of commercial recycling were documented for 2004 from the 16 commercial haulers operating in the City under a Franchise Agreement with the Sacramento Regional Solid Waste Authority. (See Attachment D)

The total documented tonnage for commercial recycling activities was reduced to account for diversion programs that handled restricted wastes (scrap metal), that were in existence prior to 1990.

Grasscycling

A total of 1,345.2 tons of grass were documented as diverted from landfill disposal through grasscycling in 2004. (See Attachment E) This represents 177 acres of grass throughout the City that are maintained by grasscycling. The calculated tonnages are based upon the CIWMB approved conversion factor of 7.6 tons/acre/year.

Interviews were conducted with school districts and the Cordova Recreation and Park District.

Residential Backyard Composting

A total of 69.6 tons of backyard composting were documented for 2004, including 2.4 tons of food waste, 18.2 tons of green waste, and 48.9 tons of mixed food and green waste. (See Attachment F)

Self-Haul

A total of 9,166.6 tons of commercial self-haul materials were documented as diverted in 2004. This information was determined by applying the City's County of Sacramento population percentage (4.06 percent) to the documented overall 2004 County self-haul diversion. (See Attachment H)

Alternative Daily Cover

A total of 6,481.9 tons of ADC were documented for 2004. (See Attachment I) Landfill reports received by the City show the following ADC tonnages for 2004:

- 5334.9 tons of green waste at Kiefer Landfill
- 119.1 tons of mixed material at L&D Landfill
- 964.2 tons of mixed material at Forward Landfill
- 63.7 tons of mixed material at Lockwood Landfill

Construction and Demolition (C&D) Waste

A total of 23,804.6 tons from C&D processing facilities and 6,059.6 tons from self-haul facilities of C&D recycling were documented for 2004 (includes sheetrock and tile). (See Attachments H and J)

Beneficial Use
A total of 4,811.7 tons of material used as "Beneficial Use" were documented for 2004. (See Attachment K) All Beneficial Use material was reported by Kiefer Landfill.

Restricted Waste
The restricted wastes documented in the 2004 waste generation study include the following:

- **Scrap Metals:** A total of 738.7 tons of scrap metal recycling were documented for 2004. However, the City is claiming an amount of 610.0 tons of scrap metal recycling for the 2004 base year to comply with the "restricted waste" regulations. The 738.7 tons include 128.7 tons from programs that were implemented before 1990, and 610.0 tons for programs that were implemented after 1990. (See Attachments B, D, and H and Table 3 in Section 2)

- **Inerts:** A total of 31,436.50 tons of inerts recycling were documented in 2004. All of the documented tonnages for inerts are from programs that began after 1990. (See Attachments H and J and Table 3 in Section 2)

Transformation
A total of 1,175.6 tons of wood waste were documented as collected through drop-off programs at facilities used by franchised haulers and used for transformation in 2004. (See Attachment D)

IV. Conversion Factors
The conversion factors used in the solid waste generation study were identified in the CIWMB Diversion Study Guide.

V. New Base Year Study Calculation Details
Table 1 in Section 2 provides the New Base Year Calculation Summary demonstrating that the City's 2004 diversion rate is calculated at 51.7 percent in 2004. Table 1 also provides the New Base Year calculation details showing the tonnage contributed by each program or generator type.

The compiled data indicate that the total 2004 Rancho Cordova waste generation was in the amount of 145,939.7 tons. This amount includes 2004 documented diversion in the amount of 75,453.7 tons and 70,486 tons of documented disposal.

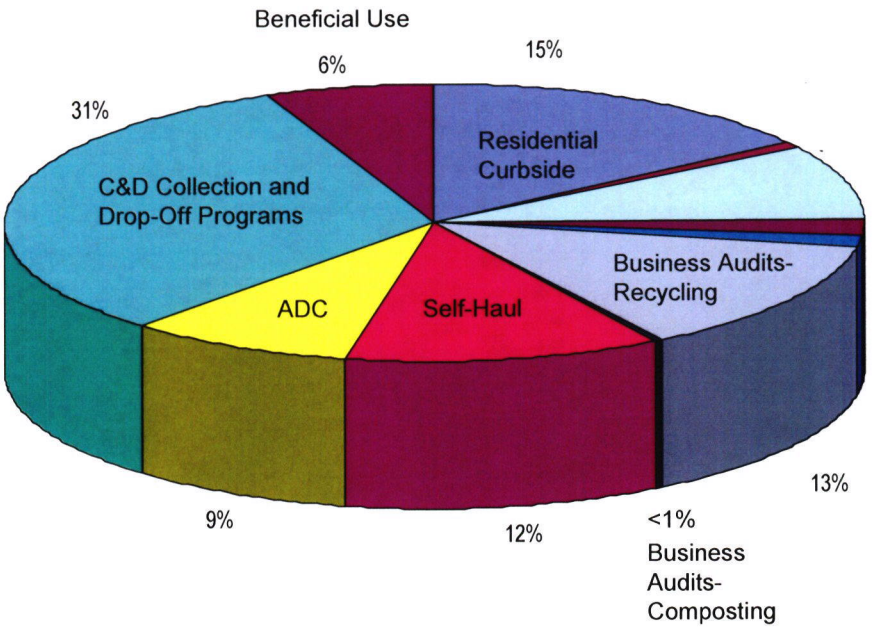
Based on a 2004 population estimate of 54,676, the City's per capita waste generation rate is 2.6 tons/person/year, or 14.5 pounds per person per day.

VI. New Base Year Summary
Table 1 provides a summary of the 2004 documented disposal and diversion for the City of Rancho Cordova:

Table 1
Preliminary Results for 2004 Rancho Cordova Base Year Study

Diversion Categories	Preliminary Tons of Documented Diversion
Residential Curbside Recycling and Greenwaste (County)	11,420.7
Buyback Centers	638.7
Drop-Off Centers	6.6
SWA Franchisee Commercial Recycling Programs	6,582.8
Grasscycling	1,345.2
Backyard Composting	69.6
Business Audits - Source Reduction	1,133.2
Business Audits - Recycling	9,737.4
Business Audits - Composting	254.8
Self-Haul	9,166.6
ADC	6,481.9
C & D Collection and Drop-Off Programs	23,804.6
Beneficial Use	4,811.7
Subtotal - Preliminary 2004 Diversion	**75,453.7**
Total Disposal	70,486.0
Total Generation (Disposal + Diversion)	145,939.7
Preliminary 2004 Diversion Rate	**51.7%**

Diversion Categories



1% Buyback Centers

<1% Drop-Off Centers

9% Commercial Recycling Programs

2% Grasscycling

<1% Backyard Composting

2% Business Audits-Source Reduction

City of Rancho Cordova City Council
Notice of Public Review Period and Public Hearing

Dated: October 28, 2005

NOTICE is hereby given that on **November 7, 2005,** at **5:30 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Rancho Cordova will hold a Public Hearing at the **Rancho Cordova City Hall, located at 3121 Gold Canal Drive, Rancho Cordova,** to consider the following:

Adoption of the Final Draft SRRE, HHWE, and NDFE AB 939 Planning Documents and the SRRE and HHWE Negative Declaration/Initial Study (CEQA) for the City of Rancho Cordova

The SRRE and HHWE identify the programs the City has selected to divert solid wastes from disposal. The NDFE identifies facilities that will be used to assist in reaching diversion mandates. The Initial Study analyzes the environmental impacts of the selected SRRE and HHWE programs. The comment period for these documents ended on October 22, 2005.

The purpose of the hearing on November 7, 2005 will be to receive and consider comments and adopt the Final Draft SRRE, HHWE and NDFE and the Initial Study. All interested persons are invited to attend and speak on this matter.

NOTICE REGARDING CHALLENGES TO DECISIONS

If you wish to challenge this matter in court you may be limited to raising only those issues you or someone else raised at the pubic hearing(s) described in this notice/agenda, or in written correspondence delivered to the city at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Lillian Hare, City Clerk at (916) 942-0255. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Selected SRRE Programs
New Programs in bold font.

Program	Status	Responsible Party	Funding Source	Start Date
Source Reduction				
Xeriscaping/Grasscycling	Existing	PW	Franchise Fee	Ongoing
Backyard Composting/Mulching	Existing	PW	Franchise Fee	Ongoing
Business Source Reduction	Existing	PW	Franchise Fee	Ongoing
Procurement Policies	**New**	**PW**	**Franchise Fee**	**2006**
School Source Reduction	Existing	PW	Franchise Fee	Ongoing
Government Source Reduction	Existing	PW	Franchise Fee	Ongoing
Material Exchange/Donations	Existing	PW	Franchise Fee	Ongoing
Recycling				
Residential Curbside	Existing	Collector	Rates	Ongoing
Residential Drop-Off	Existing	Collector	Individuals	Ongoing
Residential Buy-Back	Existing	Businesses	Rates	Ongoing
Commercial Onsite Pickup	Existing	Collector	Rates	Ongoing
Commercial Self-Haul	Existing	Businesses	Businesses	Ongoing
School Recycling	**New**	**Collector**	**Rates**	**2006**
Government Recycling	Existing	Collector, PW	Rates	Ongoing
Special Seasonal Collection	Existing	Collector	Rates	Ongoing
Special Collection Events	Existing	Collector	Rates	Ongoing
Composting				
Residential Curbside GW Collection	Existing	Collector	Rates	Ongoing
Residential Self-Haul GW	Existing	Businesses	Rates	Ongoing
Commercial Onsite GW Pickup	Existing	Collector	Rates	Ongoing
Commercial Self-Haul GW	Existing	Businesses	Businesses	Ongoing
Special Waste				
Tires	Existing	Collector, Business	Rates	Ongoing
White Goods	Existing	Collector, Business	Rates	Ongoing
Scrap Metal	Existing	Collector, Business	Rates	Ongoing
Wood Waste	Existing	Collector, Business	Rates	Ongoing

Program	Status	Responsible Party	Funding Source	Start Date
Concrete/Asphalt/Rubble	Existing	Collector, Business	Rates	Ongoing
Disaster Debris	Existing	Collector, Business	Rates	Ongoing
Shingles	Existing	Collector	Rates	Ongoing
Rendering	Existing	Business	Rates	Ongoing
Public Education				
Electronic Media	Existing	Collector, PW	Rates, Franchise Fee	Ongoing
Print Materials	Existing	Collector, PW	Rates, Franchise Fee	Ongoing
Business Outreach	**New**	**Collector, PW**	**Rates, Franchise Fee**	**2006**
School Education Programs	Existing	Collector, PW	Rates, Franchise Fee	Ongoing
Transformation				
Biomass	Existing	Collector	Rates	Ongoing
Policy Incentives*				
Variable Can Rate	Existing	Collector, PW	Rates	Ongoing
C&D Ordinance	**New**	**PW**	**Rates, Franchise Fee**	**2006**
Ordinance Requiring Recycling Areas in Commercial and Multi-Family Developments	**New**	**PW**	**Rates, Franchise Fee**	**2006**

PW- City of Rancho Cordova Department of Public Works

The planned programs described within the SRRE will have a fiscal impact which is outlined in the table below. It is estimated that the cost of implementing new programs over the next five years will range from $100,000 to approximately $113,000. These costs include City of Rancho Cordova staff time which consists of the Public Works Director, Project Engineer, Customer Service Representatives, Finance and Administration, etc. All fiscal impacts will be funded through either Franchise Fees paid to the City by the residential and commercial collection haulers or through residential collection service rates.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 143-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING THE NEGATIVE DECLARATION FOR THE SOURCE REDUCTION AND RECYCLING ELEMENT AND HOUSEHOLD HAZARDOUS WASTE ELEMENT

WHEREAS, the California Integrated Waste Management Act (AB 939) requires the City of Rancho Cordova (herein after referred to as City) to prepare, adopt, and submit to the California Integrated Waste Management Board a Source Reduction and Recycling Element (herein after referred to as SRRE), Household Hazardous Waste Element (herein after referred to as HHWE) and Nondisposal Facility Element; and

WHEREAS, the SRRE and HHWE are required to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, an Initial Study was prepared for the SRRE and HHWE, and the project was determined to have no negative environmental impacts; and

WHEREAS, the SRRE and HHWE were subject to a 30 day public review and comment period, thereby satisfying the public notification requirements of CEQA; and

WHEREAS, the Initial Study was sent to the State Clearinghouse for distribution to fifteen state agencies; and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing 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:

Findings:

1. CEQA

Finding: The project (SRRE and HHWE programs) has been analyzed in compliance with CEQA in an Initial Study and was determined to have no negative impacts.

Evidence: The majority of the selected programs for the SRRE and HHWE are currently occurring. New programs consist of public education efforts and policy incentives. The nature of new programs will not have any adverse environmental impacts. Thus, the formal adoption of all the programs selected in the SRRE and HHWE will not alter the current conditions of the environment. As such, no impacts will be incurred to aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, or utilities and service systems.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

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MEMORANDUM

DATE: **November 7, 2005**

TO: **City Council Members**

FROM: **Anne Hersch, Assistant Planner**

SUBJECT: **Mills Shopping Center Design Review, RC-04-136**

BACKGROUND

This item was continued from the October 17, 2005 City Council hearing to November 7, 2005. Within its direction to continue this item, the City Council requested that the following items be submitted by the applicant and reviewed by staff:

- Cut sheet with light fixture details and approximate number of lights to be replaced
- Detail of pedestrian connector to Coloma Road
- Stamped concrete details

Additionally, the City Council expressed a strong interest in the participation of the Raley's store within the current upgrades to the shopping center, rather than as a future improvement that could be delayed for up to eight years. Various communications have been forwarded to Raley's by members of the City staff and the City Council. However, as of November 1, 2005, no commitment for participation by Raley's has been received by the Planning Department.

RECOMMENDATION

Staff recommends this item be continued to the City Council meeting of November 21, 2005 to allow the negotiations between the property owner and Raley's sufficient time for a possible agreement.

AGENDA ITEM # 18

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar
Public Works Director

SUBJECT: URGENCY ORDINANCE ADOPTING A PERMANENT CITYWIDE TRANSPORTATION IMPACT FEE AND APPROVING THE NEXUS STUDY, AND URGENCY RESOLUTION IMPOSING TRANSPORTATION IMPACT FEES ON NEW DEVELOPMENT IN THE CITY

RECOMMENDATION

Adopt Urgency Ordinance No. 24-2005, Adopting a Permanent Citywide Transportation Impact Fee, and Urgency Resolution No. 127-2005, Establishing the Amount of the Transportation Impact Fees.

Background

City staff has been preparing a Transportation Master Plan Program, which consists of the following components:

a. The development of a transportation circulation plan within the Circulation Element of the General Plan,
b. Identification of the capital improvements required to implement the plan,
c. Cost estimates of the capital improvements,
d. Establishment of the relationship between existing transportation deficiencies and future development transportation needs,
e. Identification of revenues to pay for existing deficiencies,
f. Implementation of a development fee program to pay for the impact of new development on the transportation system, and
g. Prioritization of the construction of the identified capital improvements.

Following incorporation, the City Council adopted the County of Sacramento transportation development fee schedule. Over the next year, the Council evaluated its need for transportation infrastructure to satisfy long term development expected to occur in the City and its Sphere of Influence. It adopted a Roadway Sizing Diagram **(Exhibit A)** and included it within its General Plan Circulation Element. The diagram was established with a minimum Level of Service D at peak hour, in compliance with General Plan Policy C.1.4., and a requirement no roadway consist of more than 6 through lanes. The Roadway Sizing Diagram extends beyond the

AGENDA ITEM # 19

existing city limits, to the Planning Area Boundary adopted by Council on August 2, 2004.

The Council directed staff to evaluate the cost of improvements shown on the Roadway Sizing Diagram and oversee the preparation of a Nexus Study with a recommended development fee schedule to fund the proposed transportation improvements shown on the Roadway Sizing Diagram.

The City contracted with the Psomas firm to assist in evaluating the cost of improvements as shown on the City Council's adopted Roadway Sizing Diagram. The total estimated cost of all improvements within the Planning Area Boundary is about $2.45 B. The estimated total cost of improvements within the existing City limits plus the area within the City's current Sphere of Influence is about $1.26 B.

The City contracted with Revenue and Cost Specialists, L.L.C., to assist in preparing a Nexus Study that calculates the development fees necessary to offset additional traffic impact created by expected new development, and also addresses the statutory nexus requirements, as described above. The Nexus Study meets the requirements of California Government Code sections 66000 through 66009 and is statutorily exempt from the California Environmental Quality Act. The Nexus Study is restricted to the existing City limit plus the current Sphere of Influence and breaks this area into two components, urban in-fill (referred to as Area 1) and greenfield, or specific plan (referred to as Area 2). The Nexus Study area is expected to be built out by year 2030.The Nexus Study encapsulates the Psomas Capital Improvement Project list and cost evaluation. The Nexus Study is available for review at the City Clerks Office.

As explained in the Nexus Study, of the $1.26 B project costs, about $99 M is existing deficiency attributable to County deferred maintenance and improvements. By law, the cost of correcting existing deficiencies can not be used in the establishment of a development fee. Staff estimates about $90 M will be available in the next 25 years from local revenue sources (Measure A - $40M) and future State and Federal grants ($50M). These funds are shown in the Nexus Study as offsetting revenues to correct existing deficiencies. Gas tax revenues are proposed for maintenance and operations of the transportation system. The $10 M in the existing Transportation Impact Fee Fund is designated to pay for transportation improvements currently being constructed. This leaves a shortfall of about $8.8 M to correct existing roadway deficiencies and $1.15 B in project costs required to offset the impacts of development.

Additional potential areas of future funding are:

1. County-provided funding to improve the remaining deficient conditions;
2. Establishment of a roadway improvement district within the urban in-fill area (this action requires a two-thirds affirmative vote of those property owners being included in the district);
3. Adoption by the State Legislature, or regional area, of a higher gas tax;
4. Revenues from the City's proposed Redevelopment Program; and

5. Future unknown regional, Federal or State grants for transportation improvement projects.

Discussion

The City Council held public hearings at its regularly scheduled meetings of October 3, 2005 and October 17, 2005 to hear input on the Nexus Study and proposed Transportation Impact Fee. During the course of the public hearings and the time in between, several inquiries and areas of concern were raised by the City Council, the Building Industry Association and the Chamber of Commerce, including but not limited to the following:

1. Present a rationale for charging a reduced fee in the Infill area.
2. What effect do changes in the land use assumptions have on the proper share of cost between new and existing development?
3. Was the land use information used in the City's traffic model consistent with the Nexus Study land use assumptions?
4. What projects can be identified for removal from the Capital Improvement Program and what would be the resulting traffic impacts from their removal?
5. Are the proposed fees competitive with surrounding jurisdictions?
6. Is there a method to scale the infill based on the size of the project or to graduate the fee increase over time?
7. What is the potential for replacing reduced fees with sales tax revenue?
8. Does the reduction in the amount of proposed commercial/office uses result in a reduction of roadway sizing requirements?

A Transportation Impact Fee Workshop is scheduled for November 7, 2005 at 4:00 pm. The purpose of the workshop is to address the issues raised above and respond to the outstanding inquiries regarding the Nexus Study methodology and fee implementation. The workshop will include discussion of policies related to infill, rate alternatives, and non-residential rate adjustments for economic development reasons.

The Council should consider the adoption of a fee schedule which carries out the Council's vision for Rancho Cordova. There are several alternatives the Council may choose from. They are:

1. Charge development a fee which minimizes any development revenue shortfall, regardless of where the development occurs. This fee is shown on Schedule 3.2. The resultant shortfall is about $8.8M;
2. Charge development a lower fee within the infill area but hold the marginal fee for the greenfield/specific plan area. This fee is shown on Schedule 2.2. The resultant shortfall is about $172M;
3. Charge development a fee based on one of the four scenarios listed below. Based on economic development concerns, two options are to adopt an alternative fee schedule **(Exhibit C)** which is based on the Nexus Study and competitiveness with surrounding jurisdictions. The resultant revenue shortfalls are quantified below.

Regardless of which alternative the Council chooses it is expected a portion of the revenue shortfall may be supplemented by redevelopment revenues and future funds (sales tax, property tax, etc).

Potential Fee Schedules: Fee Alternatives

This section of the staff report discusses fee schedules the Council could adopt and the likely affect of such changes.

Marginal Needs Analysis

The amount of fees that would meet the statutory nexus requirements, as set forth in the Nexus Study, are shown in Fee Schedule 3.2 (**Exhibit B**). If the Council were to adopt Fee Schedule 3.2 uniformly throughout the study area, the following selected rates would be applied:

Alternative 1 (Uniform Citywide Fee, Area 1 and Area 2)

Detached Dwelling Units	$17,284/unit
Attached Dwelling Units	$11,539/unit
Mobile Home Units in Park	$ 9,042/unit
Commercial Lodging Units	$ 9,092/unit
Commercial/Office SF	$ 16.24/sf avg
Industrial/Manufacturing SF	$ 11.29/sf avg

Adoption of the above rates uniformly throughout the City would result in a fee revenue of about $1.15 B, leaving a shortfall of about $8.8 M as shown in Schedule 2.1 (**Exhibit B**). This particular fee schedule is marginal-based, and is the maximum fee the City could adopt, given the requirement that the fee be nexus-based.

The Council may choose to adopt a fee schedule other than as shown on Schedule 3.2 if it wishes to incorporate other values of the community. However, if these values were to result in the Council adopting a reduced fee (i.e., less than the maximum allowed fee shown above), such adoption would result in a greater shortfall of funds needed to construct the Council's desired infrastructure.

Alternative 2 (Uniform Citywide Fee, Area 1 and Area 2 with Selected Adjustments)

Detached Dwelling Units	$17,284/unit
Attached Dwelling Units	$11,539/unit
Mobile Home Units in Park	$ 9,042/unit
Commercial Lodging Units	$ 5,388/unit
Commercial SF	$ 12.83/sf avg
Office SF	$ 9.85/sf avg
Industrial/Manufacturing SF	$ 5.02/sf avg

Adoption of the above rates uniformly throughout the City would result in an overall shortfall of about $193M.

Equity Based Analysis

The Nexus Study calculated the value of improvements constructed by existing development within the in-fill area and shows a development impact fee based on the present value of the existing infrastructure. This is an equity-based evaluation and is shown on Schedule 3.3 **(Exhibit B).** If the Council chooses to adopt a reduced development fee within the existing in-fill area to encourage selected growth to occur in the area, the following rates would be applied:

Alternative 3

	Area 1 Infill Rates	**Area 2 Rates**
Detached Dwelling Units	$8,132/unit	$ 17,284/unit
Attached Dwelling Units	$5,429/unit	$ 11,539/unit
Mobile Home Units in Park	$4,254/unit	$ 9,042/unit
Commercial Lodging Units	$4,278/unit	$ 9,092/unit
Commercial/Office SF	$ 7.64/sf avg	$ 16.24/sf avg
Industrial/Manufacturing SF	$ 5.31/sf avg	$ 11.29/sf avg

Adoption of these reduced fees for infill would result in fee revenue shortfall of about $172M as shown on Schedule 2.2 **(Exhibit B)**. The Council could choose to offset the revenue shortfall by committing an offsetting portion of additional revenue (sales tax, property tax, etc.) from new development within the infill area.

Alternative 4

	Area 1 Infill Rates	**Area 2 Rates**
Detached Dwelling Units	$8,132/unit	$17,284/unit
Attached Dwelling Units	$5,429/unit	$11,540/unit
Mobile Home Units in Park	$4,254/unit	$ 9,042/unit
Commercial Lodging Units	$4,278/unit	$ 5,388/unit
Commercial SF	$ 7.64/sf avg	$ 12.83/sf avg
Office SF	$ 7.40/sf avg	$ 9.85/sf avg
Industrial/Manufacturing SF	$ 5.02/sf avg	$ 5.02/sf avg

Adoption of the rates above for infill would result in a fee revenue shortfall of about $311M.

A fee schedule adopted by Council also contains a 2% administrative fee which is collected separately from the development fee and placed in a separate Transportation Impact Fee fund account. This administrative fee covers staff costs to administer the fee program, the Capital Improvement Projects for which the fee is designated, and administer the credit and reimbursement program established within the implementing ordinance.

Ordinance and Resolution Effective Immediately

The City faces a current and immediate threat due to the number of new commercial and residential developments now planned or under review in the City. If development is allowed to occur without establishing a transportation impact fee to fund infrastructure and mitigate traffic impacts from new development in the City, the

City's circulation system will further degrade. The fees established by the recommended Urgency Ordinance and Urgency Resolution are necessary in order to provide the transportation improvements needed as a result of growth due to new development, as well as to achieve a degree of certainty to allow for the orderly development in the City. Inadequate roadway capacity represents a major traffic concern and safety issue. The Institute of Traffic Engineers has performed studies demonstrating the relationship between increased traffic congestion and the increase of vehicle and pedestrian accidents and air quality degradation.

For these reasons, and in the interests of the public's health, safety and welfare, the Urgency and Resolution are intended to be effectively immediately upon adoption.

Aspects of the Urgency Ordinance adopting the Transportation Impact Fee include the following:

- establish the transportation impact fees to finance the cost of the needed transportation facilities and "Areas" of the City encompassing City property according to which the amounts of fees will be determined;

- condition any changes in land use designation, approval of conditional use permits, or subdivision approvals on a requirement that the property owner seeking such change(s) or approval(s) pay the transportation impact fees prior to building permit issuance;

- establish a Transportation Fund from which funds will be expended to pay costs of the Transportation Impact Fee Program, and the procedures for administering the Fund;

- establish an administrative fee of 2% of the transportation impact fee amount, and a Transportation Administration Fund to pay administrative costs associated with administering the transportation system improvement program;

- require the Council to review the Capital Improvement Program annually; and

- establish procedures for credit and/or reimbursement to property owners for construction of transportation facilities.

Recommendation and Next Steps

The City Council is being asked to consider the variations on the approach to setting the fee schedule and select one of the Fee Alternatives for implementation. Staff recommends that the Council specifically adopt Urgency Ordinance No. 24-2005, approving the Nexus Study establishing a permanent City-wide Transportation Impact Fee Program, and Urgency Resolution No. 127-2005, imposing specific transportation impact fees on new development in the City.

Upon adoption of the Transportation Impact Fee ordinance and resolution, staff will continue efforts to prepare a prioritized listing of Capital Improvement projects with

costs for Council's consideration. The listing will be based on staffs' best estimate of project development and resultant infrastructure needs for the next 5 years.

The City is currently preparing a General Plan update, establishing a redevelopment program, and preparing a Pro-Forma study intended to determine the best mix of commercial and industrial land use for our community. Given the potential change to land use designations and trips staff proposes to revisit this fee in the next year to 18 months.

Attachments:

Exhibit A – Roadway Sizing Diagram

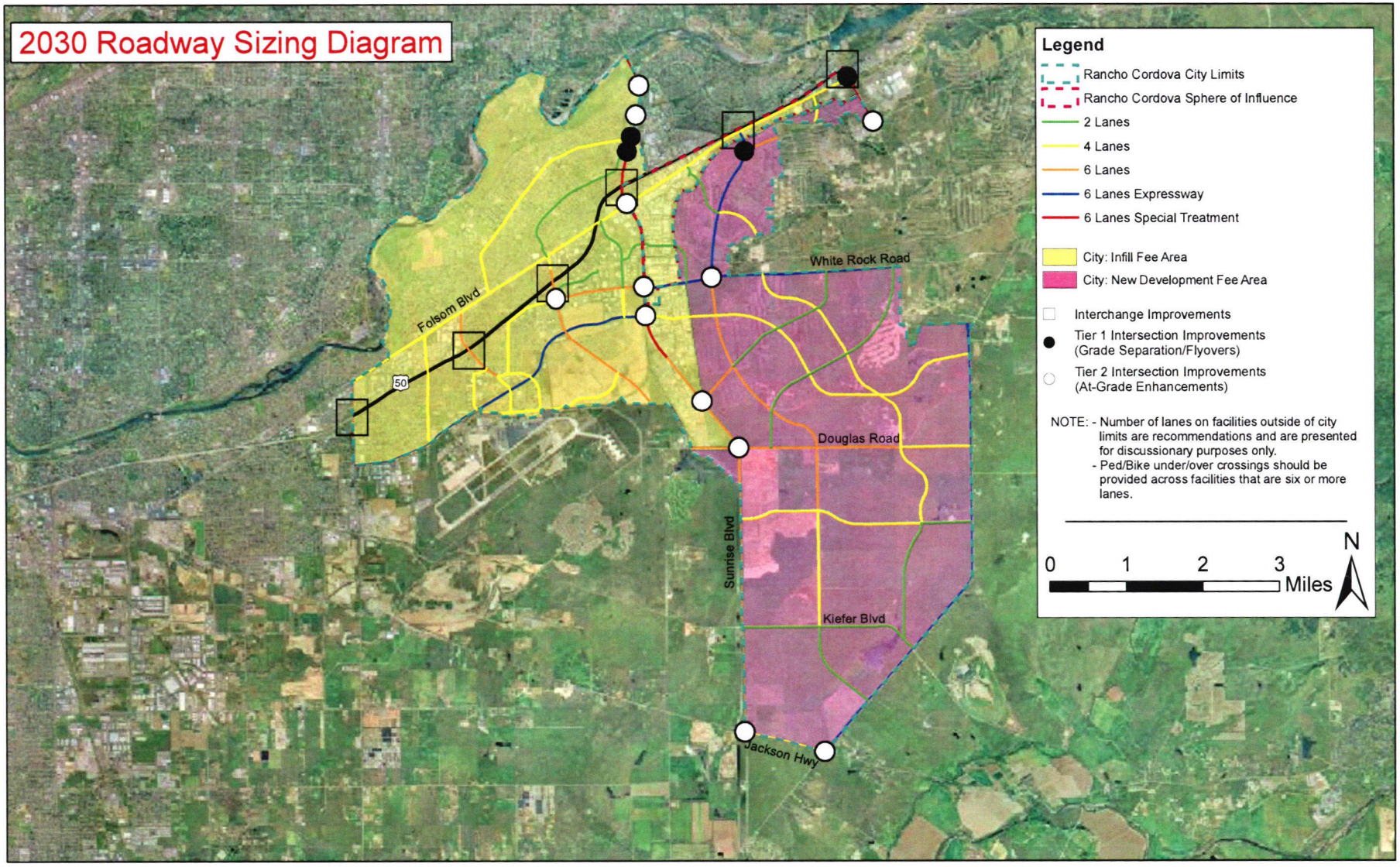
Exhibit B – Schedule 3.2, Schedule 2.2, Schedule 2.1, and Schedule 3.3

Exhibit C - Alternative Fee Schedules

Ordinance No. 24-2005

Resolution No. 127-2005

Exhibit A


2030 Roadway Sizing Diagram
Legend
Rancho Cordova City Limits
Rancho Cordova Sphere of Influence
2 Lanes
4 Lanes
6 Lanes
6 Lanes Expressway
6 Lanes Special Treatment
City: Infill Fee Area
City: New Development Fee Area
Interchange Improvements
Tier 1 Intersection Improvements (Grade Separation/Flyovers)
Tier 2 Intersection Improvements (At-Grade Enhancements)
NOTE: - Number of lanes on facilities outside of city limits are recommendations and are presented for discussionary purposes only.
- Ped/Bike under/over crossings should be provided across facilities that are six or more lanes.
0 1 2 3 Miles
N
Folsom Blvd
50
White Rock Road
Douglas Road
Sunrise Blvd
Kiefer Blvd
Jackson Hwy

Schedule 3.2

City of Rancho Cordova
2005-06 Development Impact Fee Study
Marginal Needs-based Impact Fees for within the City's Limits
Transportation (Major Streets, Signals, Bridges, etc.) System

Proposed Land Use	Undeveloped See Note 1 Acres	Undeveloped See Note 1 Units	Trip-end & Trip Length Factor	Total Additional Trip Miles	Percentage of Additional Trip Miles	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Fee per Unit or Square Foot
Detached Dwelling Units	4,205.0	18,431	34.60	637,713	27.61%	$318,561,906	$75,758	4.38	*$17,284 per Unit*
Attached Dwelling Units	1,831.0	33,312	23.10	769,507	33.32%	$384,398,368	$209,939	18.19	*$11,539 per Unit*
Mobile Home Units in Parks	1.0	8	18.10	145	0.01%	$72,333	$72,333	8.00	*$9,042 per Unit*
Commercial Lodging Units	6.2	394	18.20	7,171	0.31%	$3,582,093	$577,757	63.55	*$9,092 per Unit*
Commercial/Office SF	991.3	17,001,734	32.50	552,556	23.92%	$276,023,094	$278,446	17,151	*$16.235 per S.F.*
Industrial/Manufacturing SF	717.8	15,163,549	22.60	342,696	14.84%	$171,189,909	$238,492	21,125	*$11.290 per S.F.*
TOTAL	7,752.3			2,309,788	100.00%	$1,153,827,703	Total Transportation Capital Needs to Finish City-wide Sy		

	ALTERNATIVE FEE METHODLOGY			*2,309,788*		*$1,153,827,703*	*$499.54 per Daily Trip-mile*			
Trip-ends Adjustment Calculation / Land Use	Daily Total Trips	Percent of Diverted Trips	Diverted Trip % Adjustment	Diverted Trip Percent	Percent of Pass-by Trips (1)	Combined Diverted and Pass-by	Remaining Trip % as Adjustment %	Adjusted Trip Rate, Adjustment % X Total Trips	Average Trip Length	Trip-ends X Length X 0.5
Detached Dwellings Unit	9.57	11.0	0.50	5.5	3.0	8.5	91.50%	8.76	7.9	34.6
Attached Dwellings Unit	6.39	11.0	0.50	5.5	3.0	8.5	91.50%	5.85	7.9	23.1
Mobile Home Unit	4.99	11.0	0.50	5.5	3.0	8.5	91.50%	4.57	7.9	18.1
Commercial Lodging Unit	6.23	38.0	0.50	19.0	4.0	23.0	77.00%	4.80	7.6	18.2
Commercial/Office K.S.F.	23.25	40.0	0.50	20.0	15.0	35.0	65.00%	15.11	4.3	32.5
Industrial per K.S.F.	5.68	19.0	0.50	9.5	2.0	11.5	88.50%	5.03	9.0	22.6

(1) Pass-by trips adjusted at 100%.

NOTE 1: Undeveloped acres and units are from Table 2-1, Section A, Land-use Database for the Existing City Limits (1 & 2), "Undeveloped" columns.

Schedule 2.2

City of Rancho Cordova
Transportation (Major Streets, Signals, Bridges, etc.) System
Summary of Development Impact Fees By Type of Fee
Based Upon Reduction of DIFs in the Urban In-fill Area of the City
(Fees per Residential Dwelling or Lodging Unit, or Business Square Foot)

	Collection from Development in the Urban In-fill Areas	Collection from Development in the Specific Plan Areas	Total Development Impact Fee Total Probable Collection
Calculated Costs/DIFs			
Detached Dwelling Units	$8,132	$17,284	
Attached Dwelling Units	$5,429	$11,539	
Mobile Home Units in Parks	$4,254	$9,042	
Commercial Lodging Units	$4,278	$9,092	
Commercial/Office SF	$7.639	$16.235	
Industrial/Manufacturing SF	$5.312	$11.290	
Anticipated DIF Collection			
Detached Dwelling Units	$97,584	$318,353,996	$318,451,580
Attached Dwelling Units	$80,191,759	$213,944,599	$294,136,358
Mobile Home Units in Parks	$0	$72,336	$72,336
Commercial Lodging Units	$145,452	$3,273,120	$3,418,572
Commercial/Office SF	$66,214,264	$135,299,422	$201,513,685
Industrial/Manufacturing SF	($1,637,743)	$174,677,288	$173,039,545
Total	$145,011,316	$845,620,761	$990,632,077
City-wide Impact Fee	$145,011,316	$845,620,761	$990,632,077
Existing Fund Balance			$10,363,564
Other Sources			$90,000,000
Capital Total			$1,263,018,000
Overage/(Shortfall) (3)			($172,022,359)

NOTES:

(1) "Dwelling Units" = individual dwelling units.

(2) "SF" = Square Foot means floor area, can include multiple floors.

(3) Any overage/(shortfall) of less than one tenth of 1% and can be due to rounding.

Schedule 2.1

City of Rancho Cordova
Transportation (Major Streets, Signals, Bridges, etc.) System
Summary of Development Impact Fees By Type of Fee
Based Upon Application of the Marginal Needs-based DIFs in all Areas of the City
(Fees per Residential or Lodging Dwelling Unit, or Business Square Foot)

	Collection from Development in the Urban In-fill Areas	Collection from Development in the Specific Plan Areas	Total Development Impact Fee Total Probable Collection
Calculated Costs/DIFs			
Detached Dwelling Units	$17,284	$17,284	
Attached Dwelling Units	$11,539	$11,539	
Mobile Home Units in Parks	$9,042	$9,042	
Commercial Lodging Units	$9,092	$9,092	
Commercial/Office SF	$16.235	$16.235	
Industrial/Manufacturing SF	$11.290	$11.290	
Anticipated DIF Collection			
Detached Dwelling Units	$207,408	$318,353,996	$318,561,404
Attached Dwelling Units	$170,442,569	$213,944,599	$384,387,168
Mobile Home Units in Parks	$0	$72,336	$72,336
Commercial Lodging Units	$309,128	$3,273,120	$3,582,248
Commercial/Office SF	$140,723,730	$135,299,422	$276,023,151
Industrial/Manufacturing SF	($3,480,820)	$174,677,288	$171,196,468
Total	$308,202,015	$845,620,761	$1,153,822,776
City-wide Impact Fee	$308,202,015	$845,620,761	$1,153,822,776
Existing Fund Balance			$10,363,564
Other Sources			$90,000,000
Capital Total			$1,263,018,000
Overage/(Shortfall) (3)			($8,831,660)

NOTES:

(1) "Dwelling Units" = individual dwelling units.

(2) "SF" = square foot and means floor area, can be multiple floors.

(3) Any overage/(shortfall) of less than one tenth of 1% and can be due to rounding.

Schedule 3.3

City of Rancho Cordova
2005–06 Development Impact Fee Study
Urbanized Area (RC–URB) Community Financial Commitment or Equity–based Proportionality Test
Transportation (Major Streets, Signals, Bridges, etc.) System

Proposed Land Use	*Developed See Note 1*		*Trip–end & Trip Length Factor*	*Existing Daily Miles*	*Percentage of Existing Trip Miles*	*Allocation of Infrastructure "Equity"*	*Distribution of "Equity" per Acre*	*Average Units or Square Feet/Acre*	*Current Financial Commitment per Unit or Square Foot*
	Acres	*Units*							
Detached Dwelling Units	1,998.0	11,128	34.60	385,029	27.98%	$90,494,494	$45,293	5.57	*$8,132 per Unit*
Attached Dwelling Units	569.8	10,312	23.10	238,207	17.31%	$55,986,489	$98,256	18.10	*$5,429 per Unit*
Mobile Home Units in Parks	90.2	746	18.10	13,503	0.98%	$3,173,649	$35,185	8.27	*$4,254 per Unit*
Commercial Lodging Units	35.7	1,573	18.20	28,629	2.08%	$6,728,757	$188,481	44.06	*$4,278 per Unit*
Commercial/Office SF	1,741.3	15,654,996	32.50	508,787	36.97%	$119,581,699	$68,674	8,990	*$7.639 per S.F.*
Industrial/Manufacturing SF	796.0	8,938,831	22.60	202,018	14.68%	$47,480,882	$59,649	11,230	*$5.312 per S.F.*
TOTAL	5,231.00			1,376,173	100.00%	$323,445,973	in Total Equity in Current Transportation System Assets		
						$164,016,203	in Equity in General Plan Arterial/Collector Streets.		
						$10,150,000	in Equity in General Plan Arterial/Collector Bridges.		
						$121,928,909	in Equity in General Plan Signalized Intersections.		
						$26,462,500	in Equity in Existing Circulation Signal Assets.		
						$888,361	in Equity in Existing Circulation Culvert Assets.		
						$0	in Circulation In–fill Area Impact Fee Fund Balance.		
ALTERNATIVE FEE METHODLOGY				*1,376,173*		*$323,445,973*	*$235.03 per Daily Trip–mile*		

NOTE 1: Developed acres and units are from Table 2–1, Database for Study Area #1, in City, Urban In–fill, "Developed" columns.

EXHIBIT C-1

Alternative 1 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$17,284	$17,284
Attached Dwelling Units	per Unit	$11,539	$11,539
Mobile Homes in Parks	per Unit	$9,042	$9,042
Commercial Lodging Units	per Unit	$9,092	$9,092
Commercial/Office	per S.F.	$16.24	$16.24
Industrial/Manufacturing	per S.F.	$11.29	$11.29
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $499.54 per daily trip-mile in Area 1 and Area 2

EXHIBIT C-2

Alternative 2 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$17,284	$17,284
Attached Dwelling Units	per Unit	$11,539	$11,539
Mobile Homes in Parks	per Unit	$9,042	$9,042
Commercial Lodging Units	per Unit	$5,388	$5,388
Commercial	per S.F.	$12.83	$12.83
Office	per S.F.	$9.85	$9.85
Industrial/Manufacturing	per S.F.	$5.02	$5.02
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee
[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $499.54 per daily trip-mile in Area 1 and Area 2

EXHIBIT C-3

Alternative 3 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$8,132	$17,284
Attached Dwelling Units	per Unit	$5,429	$11,539
Mobile Homes in Parks	per Unit	$4,254	$9,042
Commercial Lodging Units	per Unit	$4,278	$9,092
Commercial/Office	per S.F.	$7.64	$16.24
Industrial/Manufacturing	per S.F.	$5.31	$11.29
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $235.03 per daily trip-mile in Area 1 and $499.54 in Area 2

EXHIBIT C-4

Alternative 4 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$8,132	$17,284
Attached Dwelling Units	per Unit	$5,429	$11,540
Mobile Homes in Parks	per Unit	$4,254	$9,042
Commercial Lodging Units	per Unit	$4,278	$5,388
Commercial	per S.F.	$7.64	$12.83
Office	per S.F.	$7.40	$9.85
Industrial/Manufacturing	per S.F.	$5.02	$5.02
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $235.03 per daily trip-mile in Area 1 and $499.54 in Area 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 24-2005

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER 16.84 TO THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO DEVELOPMENT IMPACT FEES FOR TRANSPORTATION IMPROVEMENTS

The City Council of the City of Rancho Cordova ordains as follows:

SECTION 1. Purpose and Authority. The purpose of this ordinance is to add Chapter 16.84 to the City of Rancho Cordova Municipal Code for the establishment of development impact fees in the City of Rancho Cordova ("City") for transportation improvements and provisions related thereto. The City Council enacts this ordinance pursuant to the authority granted to cities by Article XI, Section 7 of the California Constitution.

SECTION 2. Findings. The City Council determines and finds as follows:

a. Upon its incorporation, the City of Rancho Cordova adopted the Sacramento County General Plan as the City's General Plan, and has since taken several actions as part of a process of adopting its own general plan (the general plan and such additional actions are collectively referred to herein as the "General Plan").

b. The General Plan includes a description of the general location, capacity, and types of public facilities planned and needed to accommodate development anticipated to occur in the City. As reflected in the General Plan, the City must ensure that adequate public facilities are provided to serve new growth and maintain or improve existing levels of service within the City.

c. Subsequent to incorporation, the City enacted ordinances that continued in effect the Roadway and Transit Development Fees of Sacramento County (Sacramento County Code Chapter 16.87), as part of the Rancho Cordova Development Impact Fee program. These fees, however, were recently determined by the City Council to be insufficient to achieve the roadway, bicycle, and pedestrian improvements necessary to meet the demand directly or indirectly generated by new development in the City because the fees were based on outdated information that had not been revised or updated since 1993.

d. Recognizing that this insufficiency posed an immediate threat to the public health, safety and welfare of the residents of the City, the City Council notified the public of its intent to initiate a study of the cost of facilities needed and fees necessary to offset traffic impacts created by new development, and its intent to adopt a citywide traffic impact mitigation fee. On February 22, 2005, the City adopted Urgency Resolution No. 30-2005, which established an interim Traffic Impact Mitigation Fee in order to protect the health, safety and welfare of the community by ensuring that funds were collected to offset the impacts created by new development while the citywide traffic impact mitigation fee was being studied and formulated.

e. Thereafter, the City Council contracted with a consultant (Psomas) to assist it in evaluating the cost of necessary improvements, as shown in the General Plan. In addition, it contracted with a consultant (Revenue and Cost Specialists LLC) to prepare a nexus study ("Nexus Study") to calculate the development impact fees necessary to offset additional traffic impacts created by new development and address the deficiency in the City's transportation system.

f. The Nexus Study has been prepared, and calculates the costs of the proposed transportation improvements and quantifies the development impact fees necessary to mitigate the impact of new development in the City, and discusses ways to fund improvements that cannot be wholly funded by new development.

g. To finance the needed public facilities, the City needs and intends to establish an appropriate schedule of development impact fees that, consistent with statutory requirements (i.e., Government Code section 66000, et seq.), will ensure that new development in the City pays no more nor less than its fair share of the cost of providing these public facilities.

h. The City faces a current and immediate threat due to the number of new commercial and residential developments now planned or under review in the City. If development is allowed to occur without establishing a transportation impact fee to fund infrastructure and mitigate traffic impacts from new development in the City, the City's circulation system will further degrade.

i. The authorization of a citywide transportation impact fee is necessary to immediately preserve and protect the public's health, safety and welfare. The City's current transportation system and roadway capacity will need to be expanded as the City's population increases, as is expected. Based on the expected increase in population, the City will need to construct new roads, and reconstruct and expand existing roads, to ease traffic congestion and improve public safety. The fees established by this ordinance are necessary in order to provide the roadway, bicycle and pedestrian improvements needed as a result of growth due to new development, as well as to achieve a degree of certainty to allow for the orderly development in the City. Inadequate roadway capacity represents a major traffic concern and safety issue. The Institute of Traffic Engineers has performed studies demonstrating the relationship between increased traffic congestion and the increase of vehicle and pedestrian accidents and air quality degradation. For these reasons, it is necessary for and in the interests of the public's health, safety and welfare that the fees proposed by this ordinance be effective immediately upon adoption.

j. Unless increased funding for transportation improvements is made available, congested conditions on the City's roadways will be significantly exacerbated by new development, compromising public health, safety and welfare by delaying police, fire, and paramedic emergency response times, and forcing motorists to endure long, costly delays while commuting to and from school, work, local services, and other destinations.

k. A failure to adopt a citywide transportation impact fee will place the residents of new residential development, the public's use of new commercial development, and/or the existing citizens of the City, in a condition dangerous to their health, safety or welfare.

l. Any delay in securing adequate funding will result in a deterioration of the City's level of services and will threaten the City's ability to keep pace with development demand, thereby creating immediate harm to existing and future residents, and other members of the public in the City.

m. City staff and the City Council have considered and analyzed the basis for establishment of the fees authorized by this Ordinance, and the need for and cost of the new public facilities and improvements necessitated by new development in the City to be funded by those fees, as further set forth in the Nexus Study. The City Council finds that the Nexus Study adequately establishes the basis for establishment of the fees, and describes the need for and cost of the new public facilities and improvements necessitated by new development in the City, to be funded by those fees, and accordingly approves of the Nexus Study.

n. Pursuant to California Public Resources Code Section 21080 (b)(8) and Title 14, Chapter 3 of the California Code of Regulations Section 15273(a)(4), the establishment of these development impact fees is statutorily exempt from the California Environmental Quality Act, because the fees

are for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas in the City.

o. The purpose of the Transportation Impact Fee Program and the development impact fees established by this ordinance is to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program.

p. The use of the Transportation Impact Fees is to fund the transportation improvements identified in the Transportation Impact Fee Program and to fund administration of the Fee Program.

q. There is a reasonable relationship between the use of the Transportation Impact Fees and the type of development projects on which the fees will be imposed because the fees will be imposed on commercial and residential development projects in the City that generate or contribute to the need for roadway, transit and/or pedestrian improvements, and are not imposed on projects that do not contribute to such need, as further set forth in the Nexus Study.

r. There is a reasonable relationship between the need for the identified transportation improvements and the type of development project on which the fee is imposed because the need for such improvements varies depending on the type of development project at issue, and the Transportation Impact Fee Program takes into account the type of development project at issue by only applying a fee to development that is likely to contribute to such need, and ensuring that such fee is proportional to the need, as further set forth in the Nexus Study

s. There is a reasonable relationship between the amount of the Transportation Impact Fees and the cost of the identified transportation improvements or portion of the identified transportation improvements attributable to the development on which the fees are imposed. As discussed in the Nexus Study, the amount of the Transportation Impact Fees is based on the type of development at issue, the number of building permits being generated by such development, and the anticipated impact of such development on the City's transportation system. The amount of the fees contemplates the relationship between such development's impact and the cost of roadway improvements that will be required to offset the impacts of such development.

SECTION 3. Additions. Chapter 16.84 is hereby added to the City of Rancho Cordova Municipal Code, to read in its entirety as follows:

CHAPTER 16.84

ESTABLISHMENT OF DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF TRANSPORTATION FACILITIES

Sections:

16.84.010 Purpose
16.84.020 Definitions
16.84.030 Establishment and Administration of the City of Rancho Cordova Transportation Fund
16.84.040 Establishment and Administration of the City of Rancho Cordova Transportation Administration Fund
16.84.050 Imposition of Transportation Impact Fee
16.84.060 Payment of Transportation Impact Fees
16.84.070 Adoption and Compliance with Schedule of Transportation Impact Fee Component

16.84.080 Establishment of Transportation Impact Fees
16.84.090 Calculation of Transportation Impact Fee Component
16.84.100 Establishment of Cost Per Unit for Land Uses
16.84.110 Credit for Construction of Transportation Improvements
16.84.120 Reimbursement for Construction of Transportation Improvements
16.84.130 Annual Program Fee Adjustment
16.84.140 Alternative Method and Compliance With Other Laws

16.84.010 PURPOSE.

(a) The General Plan of the City of Rancho Cordova requires that areas chosen for urban expansion shall be capable of being provided within a reasonable period of time with an adequate level of public facilities including, but not limited to, roadway facilities and transit facilities.

(b) The General Plan further requires the preparation of a plan that identifies a mechanism for financing those facilities necessary to serve urban development in areas designated for urban expansion. The General Plan also contains additional policies for supporting funding and use of developer dedications, development fees, and other means to pay for an acceptable level of transportation facilities.

(c) The purpose of this chapter is to implement the General Plan requirements set forth in subdivisions (a) and (b) of this section and to use the authority in Article XI, Section 7 of the California Constitution by imposing development fees to fund the cost of certain transportation facilities, the need for which is directly or indirectly generated by the type and extent of development proposed in the City of Rancho Cordova, on which the fees will be imposed.

(d) It is the further purpose of this chapter to require that adequate provision is made for developer financed public facilities within the City of Rancho Cordova as a condition to any rezoning and prior to approval of certain permits within the City.

16.84.020 DEFINITIONS.

(a) "Areas" means those geographic areas established for public facilities financing purposes within the City of Rancho Cordova depicted in Figure 1 attached to this ordinance and incorporated herein by reference. Area 1 comprises the Infill area within the City. Area 2 comprises the specific plan area for new development within the City. A detailed map of each Area depicted on Figure 1 is on file with the City Public Works Department, and such maps are incorporated by reference herein.

(b) "Building Permit" means the permit issued or required for Residential Development, Non-Residential Development, Commercial Development, or other development within the City, pursuant to and as further defined by the City of Rancho Cordova Building Code.

(c) "City" means the City of Rancho Cordova.

(d) "City of Rancho Cordova Transportation Fund" means that special interest bearing trust fund established pursuant to Section 16.84.03.

(e) "City of Rancho Cordova Transportation Administration Fund" means that special interest-bearing trust fund established pursuant to Section 16.84.040.

(f) "Commercial Development" means buildings constructed for the purpose of occupancy by retail, services, and other principally non-office businesses located on sites zoned SC Shopping Center, LC Limited Commercial, TC Travel Commercial, AC Auto Commercial, or GC General Commercial in accord with the City of Rancho Cordova Zoning Code or designated Commercial or Commercial Mixed Use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the Zoning Code are Residential Development rather than Commercial Development.

(g) "Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

(h) "Council" or "City Council" means the City Council of the City of Rancho Cordova.

(i) "Department" means the City of Rancho Cordova Public Works Department.

(j) "Development Impact Fee" or "Transportation Impact Fee" means the fee levied by this chapter upon the approval of one or more Building Permits.

(k) "Development Unit" means a dwelling unit, for Residential Development, or square foot of building floor area, for Non-Residential Development.

(l) "Director" means the Director of the Rancho Cordova Public Works Department.

(m) "Facilities" means those public facilities designated in the Rancho Cordova Transportation System Development Impact Fee Program.

(n) "Fee Resolution" means the resolution and fee schedule adopted by the City Council, as may be amended from time to time, that approves the amount of the Transportation Impact Fees.

(o) "Improvement Plan" means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova Public Works Department pursuant to Chapter 12.03 of the Rancho Cordova Municipal Code prior to the issuance of a building permit for the property.

(p) "Land Use Category" means detached dwelling units, attached dwelling units, mobile homes, commercial lodging units, or commercial uses as further defined in the Fee Resolution.

(q) "Non-Residential Development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobilehomes, or improvements thereto. Non-Residential Development includes Commercial Development. Typically, Non-Residential Development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the City of Rancho Cordova Zoning Code, but may also include buildings for use by churches, daycare centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either Residential Development or Non-Residential Development for purposes of this chapter.

(r) "Office Development" means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP Business and Professional Office in accord with the City of Rancho Cordova Zoning Code or designated Commercial or CMU Commercial Mixed Use.

(s) "Planning Director" means the Planning Director of the City of Rancho Cordova.

(t) "Program Fee per Development Unit" means the development impact fee per Development Unit for a particular category of facilities. Such Program Fees, identified in the Fee Resolution, were established using an allocation of transportation system costs, as identified in Transportation System Capital Improvement Program, and total additional trip miles based on land use categories identified in the Nexus Study developed for the Transportation System Development Impact Fee Program.

(u) "Programmed Cost" means the estimated cost of constructing a facility based upon the unit costs for each construction item plus a fixed 30% for engineering and permits and a fixed 15% for construction contingency as set forth in the City of Rancho Cordova Transportation Impact Fee Program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the Council.

(v) "Residential Development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, Residential Development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses or other non-housing development allowed by special use permit to be constructed on sites zoned for residential use are Non-Residential Development for purposes of this chapter.

(w) "Single Family Residential Development" means buildings consisting of individual dwelling units or no more than two attached dwelling units for residential occupancy as single-family detached homes, single-family attached homes, duplexes, halfplexes, manufactured homes, mobilehomes, and residential accessory dwellings.

(x) "Transportation System Capital Improvement Program" means the projects identified and the cost estimates prepared, and as may be updated, for the transportation system facilities identified in the Interim General Plan Circulation Element and on the roadway sizing diagram within the City limits.

(y) "Transportation System Development Impact Fee Program", or "Transportation Impact Fee Program", means the Fee Schedule, including any amendments thereto, adopted by resolution by the Council for financing of designated public facilities to serve the City of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the Development Impact Fees collected pursuant to this chapter, the priority list ("Priority List") for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each Area of the City of Rancho Cordova as established.

16.84.030 ESTABLISHMENT AND ADMINISTRATION OF THE CITY OF RANCHO CORDOVA TRANSPORTATION FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the City of Rancho Cordova Transportation Fund. All amounts collected from Transportation Impact Fees from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs identified in the transportation capital improvement program of the City of Rancho Cordova Transit System Development Impact Fee Program.

(b) The Transportation Fund shall be administered by the Director.

16.84.040 ESTABLISHMENT AND ADMINISTRATION OF THE CITY OF RANCHO CORDOVA TRANSPORTATION ADMINISTRATION FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the City of Rancho Cordova Transportation Administration Fund. All administration fees collected from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs associated with administering the City of Rancho Cordova Transportation Impact Fee Program.

(b) The Transportation Administration Fund shall be administered by the Director.

16.84.050 IMPOSITION OF TRANSPORTATION IMPACT FEE.

No change in a land use zoning designation shall be approved within the City of Rancho Cordova unless payment of the Transportation Impact Fees established by this chapter is required of the property owner as a condition of such approval. No building permit shall be approved for property within the City of Rancho Cordova unless the Development Fees for that property are paid as required by this chapter.

16.84.060 PAYMENT OF TRANSPORTATION IMPACT FEES.

The Transportation Impact Fees imposed pursuant to this chapter shall be paid by the property owner to the Department, in an amount calculated pursuant to Section 16.84.090. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits.

16.84.070 ADOPTION OF THE TRANSPORTATION SYSTEM CAPITAL IMPROVEMENT PROGRAM AND COMPLIANCE WITH PRIORITY LIST OF CITY OF RANCHO CORDOVA TRANSPORTATION IMPACT FEE PROGRAM.

(a) The Council shall by resolution adopt the City of Rancho Cordova Transportation System Capital Improvement Plan of the City of Rancho Cordova Transportation System Development Impact Fee Program. The Council shall review the transportation capital improvement plan not less than annually and may amend it by resolution at its discretion.

(b) With the exception of facilities approved by the Director for construction by a property owner pursuant to Section 16.84.120, all facilities shall be funded in accordance with the priority list established for the City of Rancho Cordova Transportation Impact Fee Program.

16.84.080 ESTABLISHMENT OF TRANSPORTATION IMPACT FEES AND CREATION OF AREAS.

(a) A separate Transportation Impact Fee is hereby established for each of the following categories:

1. Specific Plan Transportation Impact Fee;
2. Infill Transportation Impact Fee;
3. Regional Transportation Impact Fee;
4. Transportation Administration Fee.

(b) There is hereby created two (2) initial Areas of the City of Rancho Cordova, as shown in Figure 1, attached to this ordinance and incorporated herein by reference.

(c) The Specific Plan Transportation Impact Fee shall apply to property within Area 2. The Infill Transportation Impact Fee shall apply to property within Area 1. The Regional Transportation Impact Fee shall apply to the Sunridge Specific Plan Area and the Villages of Zinfandel Special Planning Area within Area 2. The Transportation Administration Fee shall apply to all property within Areas 1 and 2.

(d) Future Areas of the Transportation System Development Impact Fee Program may be created as additional public facilities financing plans are implemented for remaining undeveloped areas outside of the City of Rancho Cordova that may be annexed to the City in the future.

16.84.090 CALCULATION OF TRANSPORTATION IMPACT FEE.

(a) For Residential Development, the Transportation Impact Fee shall be calculated by multiplying the number of units per land use category by a per unit cost as identified in the Transportation Impact Fee Program and Fee Resolution.

(b) For Non-Residential Development, the Transportation Impact Fee shall be calculated by multiplying the number of building square feet per land use category by a per square foot cost as identified in the Transportation System Impact Fee Program and Fee Resolution.

(c) For the purpose of calculating the Transportation Impact Fee for land use categories not specifically named in the Transportation Impact Fee Program and Fee Resolution, the Planning Director is hereby authorized to determine the land use category that corresponds most directly to the land use in question. Alternatively, the Planning Director can determine that no land use category adequately corresponds, and request the Public Works Director to determine the Transportation Impact Fee. Said Transportation Impact Fee will be determined using the applicable trip generation factors as found in the Institute of Transportation Engineers Trip Generation Manual.

(d) The Transportation Administration Fee per building permit shall be calculated as two percent (2%) of the sum of the transportation impact fees calculated pursuant to subsections (a), (b), or (c) above.

(e) The Transportation Impact Fees shall be paid by the property owner in the amount as calculated pursuant to subdivision (a), (b), (c) and (d) of this section for the categories of facilities established by Section 16.84.080.

(f) For the purpose of calculating Transportation Impact Fees pursuant to subdivision (a), (b), (c), and (d) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a Special Planning Area, the Director is hereby authorized to determine the per-unit or per-square foot costs for each fee category that corresponds most directly to the use and density.

(g) For the purpose of calculating Transportation Impact Fees pursuant to subdivision (a), (b), (c), and (d) of this section for building permits for land use categories not specifically named in this ordinance or the Transportation Impact Fee Program, the Director is hereby authorized to determine the per-unit or per-square foot costs for each fee category that corresponds most directly to the use and density.

16.84.100 ESTABLISHMENT OF COSTS PER UNIT FOR LAND USES WITHIN THE CITY OF RANCHO CORDOVA.

(a) Fees per unit for various land uses identified in the Fee Resolution were established using an allocation of transportation system costs as identified in Transportation System Capital Improvement Plan and total additional trip miles based on land use categories identified in the Nexus Study developed for the Transportation Impact Fee Program.

(b) For specific land uses not identified in the Fee Resolution, the cost per daily trip-mile established by the Nexus Study and the trip generation rates established by the Institute of Traffic Engineers shall be used to calculate the fee per Dwelling Unit.

16.84.110 CREDIT FOR CONSTRUCTION OF TRANSPORTATION FACILITIES.

(a) Upon application by the property owner or his authorized agent, the Director may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the Priority List in the Transportation System Development Impact Fee Program in lieu of all, or a portion of, the Transportation Impact Fee required by this chapter. If so authorized, the credit toward Transportation Impact Fees to be provided to the property owner for such in lieu construction shall be equal to eighty percent (80%) of the programmed cost of the facility, as set forth in the Transportation System Development Impact Fee Program in effect at the time when the in lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions. , Prior to credit being given and/or issuance of any of the approvals set forth in Section 16.84.060 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any facility authorized by this section must either be accepted by the Department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Director and the City Attorney.

(b) Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining twenty percent (20%) of the programmed cost as designated in the Transportation System Development Impact Fee Program may be issued as a credit balance to the property owner that may be utilized within the City of Rancho Cordova as determined by the Director.

(c) Where the amount of the credit is less than the amount of the Transportation Impact Fee otherwise applicable to the development in question, the property owner must pay to the City the difference in accordance with Section 16.84.060.

(d) Where the amount of the credit is greater than the amount of the Transportation Impact Fee, the property owner shall be paid the difference only from the applicable Transportation Fund within a reasonable time after the project is accepted by the Department pursuant to Section 16.84.120 in order of priority on the Priority List in the Transportation System Development Impact Fee Program when funds are available.

(e) Where a facility is proposed for construction by the property owner, the Director at his discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to Section 16.84.120.

16.84.120 REIMBURSEMENT FOR CONSTRUCTION OF TRANSPORTATION PROJECTS IN ADVANCE OF THE TRANSPORTATION SYSTEM DEVELOPMENT IMPACT FEE PROGRAM PRIORITY LIST SCHEDULE.

(a) Upon application by the property owner or his authorized agent, the Director may enter into a reimbursement agreement authorizing the construction of any transportation facilities, or portions thereof, designated in the Transportation System Development Impact Fee Program. In addition to the requirements of subsection (d), the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the City will only be made from the applicable Transportation Fund when funds are available.

(b) The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the Transportation System Development Impact Fee Program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction, based on the Priority List in the Transportation System Development Impact Fee Program, or as different timing is otherwise authorized by the Director.

(c) By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the Transportation Impact Fees in the manner and amount specified by this chapter.

(d) If the Director enters into an agreement authorized by subdivision (a) of this section, or credit agreement as authorized by Section 16.84.110(c) the agreement shall provide that: (1) The general fund of the City is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the City is not pledged for the payment of any obligations arising from the agreement; (3) the landowner shall not compel the exercise of the City taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the Transportation Impact Fees deposited in the applicable Transportation Fund.

(e) Property owner or his authorized agent shall apply for reimbursement as set forth in subdivisions (a) (b) (c) and (d) of this Section no later than four (4) years after the transportation project is constructed and accepted. Property owner shall waive the right of reimbursement for construction costs payable under this Section when the reimbursement is not applied for within said four (4) year limitation.

16.84.130 ANNUAL PROGRAM FEE ADJUSTMENT.

Beginning March 1, 2006, and thereafter each year no later than March 15, the Program Fee per Development Unit for each type of development in each fee category shall be adjusted as follows:

(a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.

(b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous January, however, the March 2006 adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for August 2005, and, if a new Program Fee has been adopted after January of the previous year, the adjustment factor shall use the "mean" index from the month that the fee was adopted.

(c) The new Program Fee per Development Unit shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this section, by the Program Fee per Development Unit in place prior to the annual adjustment.

(d) The estimated cost of the facilities used in the Transportation System Capital Improvement Program and for calculating credits and reimbursements pursuant to Sections 16.84.110 and 16.84.120 shall be adjusted annually using the same adjustment factor pursuant to subsections (a), (b) and (c) of this section.

16.84.140 ALTERNATIVE METHOD AND COMPLIANCE WITH OTHER LAWS.

(a) This chapter is intended to establish a supplemental method for funding the cost of certain facilities the need for which is expected to be generated by the level and type of development proposed in the City of Rancho Cordova. Excepted as provided in Section 4 of this Ordinance (continuance in effect of Roadway and Transit Development Fees established by Sacramento County), the provisions of this chapter shall not be construed to limit the power of the Council to impose any other fees or exactions or to continue to impose existing ones, on development within the City of Rancho Cordova, but shall be in addition to any other fee, exactions or other requirements that the City is authorized to impose, or has previously imposed, as a condition of approving plans, rezonings or other entitlements within the City of Rancho Cordova pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct, and/or dedicate the improvements, public facilities and/or pay other exactions authorized or required by, but not limited to: (1) the City of Rancho Cordova Public Works Department Improvement Standards; (2) the Sacramento County Municipal Services Agency Improvement Standards; (3) the Quimby Act (Government Code Section 66477 et seq.) and implementing ordinances (Chapter 22.40 of this Code); (4) school impact fees (Government Code Sections 65970 et. seq.) and implementing ordinances; and (5) Sacramento County drainage fees (County Water Agency Ordinance No. 1). Any credits or repayments pursuant to Sections 16.84.110 and 16.84.120 shall not include credits or repayment for the funding, construction or dedications described in this section.

(b) The construction of facilities by a private owner pursuant to Section 16.84.110 16.84.120 shall be performed and contracted for only as required by law, including but not limited to, compliance with the Department's Improvement Standards, and requirements for public works, if applicable to the particular facility."

SECTION 4. In Lieu Levy. The payment and administration of Transportation Impact Fees levied pursuant to this chapter will be in lieu of all other roadway and transit fees paid and administered pursuant to City Ordinance No. 19-2003 that continued in effect the Roadway and Transit Development Fees established by Sacramento County Code Chapter 16.87 (as originally continued in effect by, and made applicable to the City pursuant to, City Ordinance No. 01-2003).

SECTION 5. No Effect. The payment and administration of Transportation Impact Fees levied pursuant to this chapter will not be in lieu of transportation fees paid and administered pursuant to Chapter 16.83 and Chapter 16.81 of the Rancho Cordova Municipal Code for the Sunridge Specific Plan and Villages of Zinfandel Special Planning Area roadway fee components.

SECTION 6. Severability.

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

SECTION 7. Effective Date – Urgency Ordinance. This ordinance shall take effect immediately as an urgency ordinance. New construction in the City continues to increase resulting in an increasing burden on existing City services. So that the City has sufficient funding to maintain adequate City service, the City must ensure that it begins receiving revenue from this new construction as soon as possible. For these reasons and the findings found in Section 2 above, the City Council finds that the immediate passage of this ordinance is necessary for the immediate preservation of the public peace, health and safety, and the fiscal integrity of the City.

ADOPTED, THIS 7th day of November, 2005, by the following vote:

AYES:

NOES:

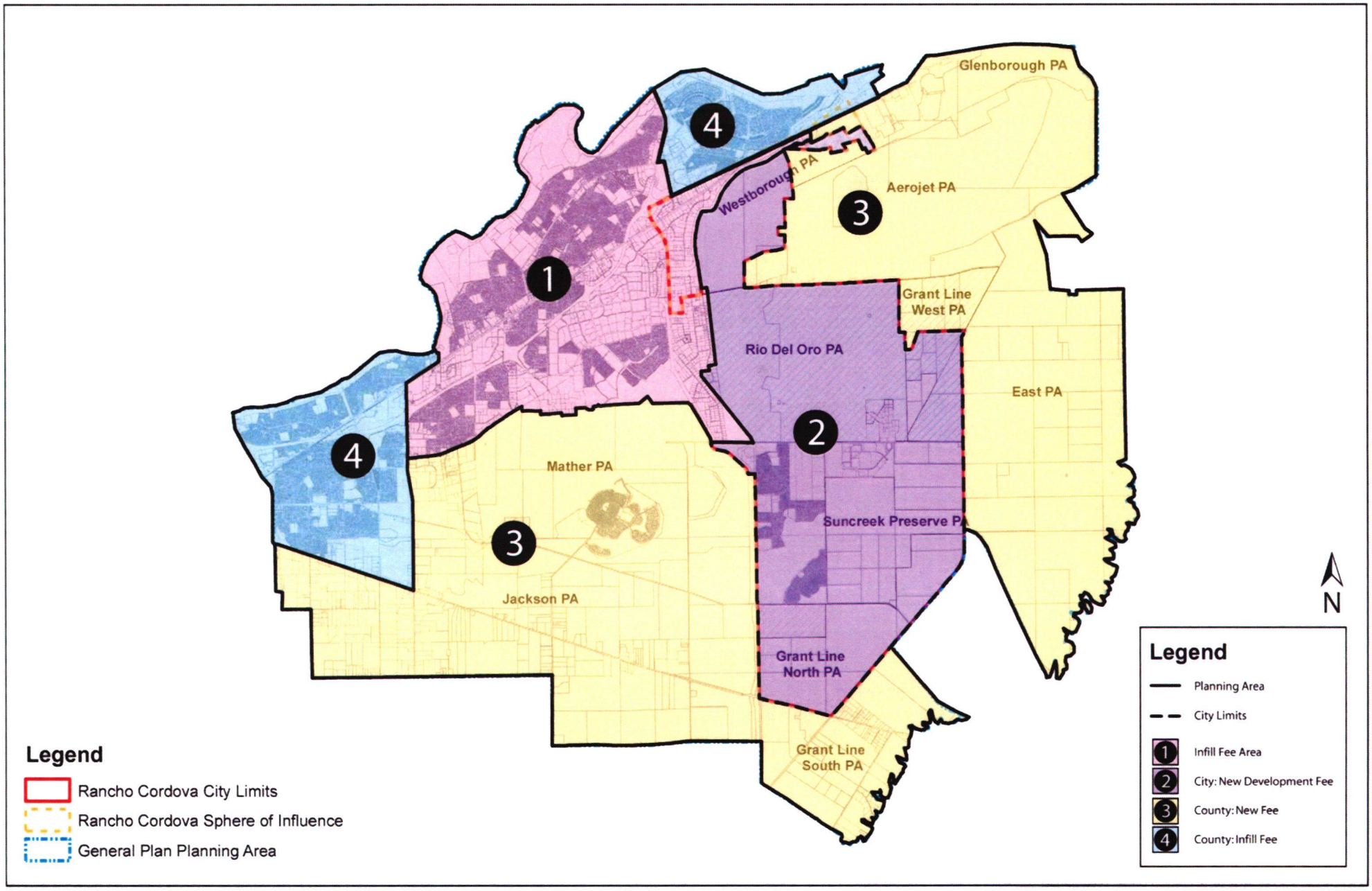
ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk


Glenborough PA
Westborough PA
Aerojet PA
Grant Line West PA
Rio Del Oro PA
East PA
Mather PA
Suncreek Preserve PA
Jackson PA
Grant Line North PA
Grant Line South PA
1
2
3
4
N
Legend
Planning Area
City Limits
Infill Fee Area
City: New Development Fee
County: New Fee
County: Infill Fee
Legend
Rancho Cordova City Limits
Rancho Cordova Sphere of Influence
General Plan Planning Area

CITY OF RANCHO CORDOVA

RESOLUTION NO. 127-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA IMPOSING DEVELOPMENT IMPACT FEES FOR THE PROVISION OF TRANSPORTATION IMPROVEMENTS

WHEREAS, upon its incorporation the City of Rancho Cordova (hereinafter "City") adopted the Sacramento County General Plan as the City's General Plan; and

WHEREAS, on May 16, 2005, the City adopted a Draft Land Use Map Book and a Draft Circulation Plan as Interim General Plan; and

WHEREAS, the General Plan includes a description of the location, capacity, and types of capital improvements needed to serve new development in the City; and

WHEREAS, the City has adopted an ordinance approving the City of Rancho Cordova Transportation Impact Fee Program; and

WHEREAS, the City of Rancho Cordova Transportation Impact Fee Program is not a "project" subject to the California Environmental Quality Act because it is a funding mechanism having to physical effect on the environment; and

WHEREAS, in order to protect the health, safety and welfare of the community and to ensure that adequate public facilities are provided for the residents of the City of Rancho Cordova, establishment of a Transportation Impact Fee Program fee schedule is necessary; and

WHEREAS, the City Council finds that the fee schedule detailed in **Exhibit A** attached hereto is consistent with the Rancho Cordova General Plan;

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby adopt, by at least a four-fifths vote of its members, the findings in Section 1 below, and approves transportation impact fees on new commercial and residential developments in the City as described in Section 2 below.

1. **Findings:**

a. Upon its incorporation, the City of Rancho Cordova adopted the Sacramento County General Plan as the City's General Plan, and has since taken several actions as part of a process of adopting its own general plan (the general plan and such additional actions are collectively referred to herein as the "General Plan").

b. The General Plan includes a description of the general location, capacity, and types of public facilities planned and needed to accommodate

development anticipated to occur in the City. As reflected in the General Plan, the City must ensure that adequate public facilities are provided to serve new growth and maintain or improve existing levels of service within the City.

c. Subsequent to incorporation, the City enacted ordinances that continued in effect the Roadway and Transit Development Fees of Sacramento County (Sacramento County Code Chapter 16.87), as part of the Rancho Cordova Development Impact Fee program. These fees, however, were recently determined by the City Council to be insufficient to achieve the roadway, bicycle, and pedestrian improvements necessary to meet the demand directly or indirectly generated by new development in the City because the fees were based on outdated information that had not been revised or updated since 1993.

d. Recognizing that this insufficiency posed an immediate threat to the public health, safety and welfare of the residents of the City, the City Council notified the public of its intent to initiate a study of the cost of facilities needed and fees necessary to offset traffic impacts created by new development, and its intent to adopt a citywide traffic impact mitigation fee. On February 22, 2005, the City adopted Urgency Resolution No. 30-2005, which established an interim Traffic Impact Mitigation Fee in order to protect the health, safety and welfare of the community by ensuring that funds were collected to offset the impacts created by new development while the citywide traffic impact mitigation fee was being studied and formulated.

e. Thereafter, the City Council contracted with a consultant (Psomas) to assist it in evaluating the cost of necessary improvements, as shown in the General Plan. In addition, it contracted with a consultant (Revenue and Cost Specialists LLC) to prepare a nexus study ("Nexus Study") to calculate the development impact fees necessary to offset additional traffic impacts created by new development and address the deficiency in the City's transportation system.

f. The Nexus Study has been prepared, and calculates the costs of the proposed transportation improvements and quantifies the development impact fees necessary to mitigate the impact of new development in the City, and discusses ways to fund improvements that cannot be wholly funded by new development.

g. To finance the needed public facilities, the City needs and intends to establish an appropriate schedule of development impact fees that, consistent with statutory requirements (i.e., Government Code section 66000, et seq.), will ensure that new development in the City pays no more nor less than its fair share of the cost of providing these public

facilities.

h. The City faces a current and immediate threat due to the number of new commercial and residential developments now planned or under review in the City. If development is allowed to occur without establishing a transportation impact fee to fund infrastructure and mitigate traffic impacts from new development in the City, the City's circulation system will further degrade.

i. The authorization of a citywide transportation impact fee is necessary to immediately preserve and protect the public's health, safety and welfare. The City's current transportation system and roadway capacity will need to be expanded as the City's population increases, as is expected. Based on the expected increase in population, the City will need to construct new roads, and reconstruct and expand existing roads, to ease traffic congestion and improve public safety. The fees established by Ordinance No. 24-2005 are necessary in order to provide the roadway, bicycle and pedestrian improvements needed as a result of growth due to new development, as well as to achieve a degree of certainty to allow for the orderly development in the City. Inadequate roadway capacity represents a major traffic concern and safety issue. The Institute of Traffic Engineers has performed studies demonstrating the relationship between increased traffic congestion and the increase of vehicle and pedestrian accidents and air quality degradation. For these reasons, it is necessary for and in the interests of the public's health, safety and welfare that the fees proposed by this ordinance be effective immediately upon adoption.

j. A failure to adopt a citywide transportation impact fee will place the residents of new residential development, the public's use of new commercial development, and/or the existing citizens of the City, in a condition dangerous to their health, safety or welfare.

k. Any delay in securing adequate funding will result in a deterioration of the City's level of services and will threaten the City's ability to keep pace with development demand, thereby creating immediate harm to existing and future residents, and other members of the public in the City.

l. City staff and the City Council have considered and analyzed the basis for establishment of the fees authorized by Ordinance No. 24-2005, and the need for and cost of the new public facilities and improvements necessitated by new development in the City to be funded by those fees, as further set forth in the Nexus Study. The City Council finds that the Nexus Study adequately establishes the basis for establishment of the fees, and describes the need for and cost of the new public facilities and improvements necessitated by new development in the City, to be funded by those fees, and accordingly approves of the Nexus Study.

m. Pursuant to California Public Resources Code Section 21080 (b)(8) and Title 14, Chapter 3 of the California Code of Regulations Section 15273(a)(4), the approval and establishment of these development impact fees is statutorily exempt from the California Environmental Quality Act, because the fees are for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas in the City.

n. The purpose of the Transportation Impact Fee Program and the development impact fees established by this ordinance is to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program.

o. The use of the Transportation Impact Fees is to fund the transportation improvements identified in the Transportation Impact Fee Program and to fund administration of the Fee Program.

p. There is a reasonable relationship between the use of the Transportation Impact Fees and the type of development projects on which the fees will be imposed because the fees will be imposed on commercial and residential development projects in the City that generate or contribute to the need for roadway, transit and/or pedestrian improvements, and are not imposed on projects that do not contribute to such need, as further set forth in the Nexus Study.

q. There is a reasonable relationship between the need for the identified transportation improvements and the type of development project on which the fee is imposed because the need for such improvements varies depending on the type of development project at issue, and the Transportation Impact Fee Program takes into account the type of development project at issue by only applying a fee to development that is likely to contribute to such need, and ensuring that such fee is proportional to the need, as further set forth in the Nexus Study

r. There is a reasonable relationship between the amount of the Transportation Impact Fees and the cost of the identified transportation improvements or portion of the identified transportation improvements attributable to the development on which the fees are imposed. As discussed in the Nexus Study, the amount of the Transportation Impact Fees is based on the type of development at issue, the number of building permits being generated by such development, and the anticipated impact of such development on the City's transportation system. The amount of the fees contemplates the relationship between such development's impact and the cost of roadway improvements that will be required to offset the impacts of such development.

2. **Approval of Fees**. The fee rates for the Transportation Impact Fee Program, as set forth in **Exhibit A** attached hereto, are hereby approved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

772656-1

Exhibit A

Alternative 1 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$17,284	$17,284
Attached Dwelling Units	per Unit	$11,539	$11,539
Mobile Homes in Parks	per Unit	$9,042	$9,042
Commercial Lodging Units	per Unit	$9,092	$9,092
Commercial/Office	per S.F.	$16.24	$16.24
Industrial/Manufacturing	per S.F.	$11.29	$11.29
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $499.54 per daily trip-mile in Area 1 and Area 2

Exhibit A

Alternative 2 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$17,284	$17,284
Attached Dwelling Units	per Unit	$11,539	$11,539
Mobile Homes in Parks	per Unit	$9,042	$9,042
Commercial Lodging Units	per Unit	$5,388	$5,388
Commercial	per S.F.	$12.83	$12.83
Office	per S.F.	$9.85	$9.85
Industrial/Manufacturing	per S.F.	$5.02	$5.02
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee
[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $499.54 per daily trip-mile in Area 1 and Area 2

Exhibit A

Alternative 3 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$8,132	$17,284
Attached Dwelling Units	per Unit	$5,429	$11,539
Mobile Homes in Parks	per Unit	$4,254	$9,042
Commercial Lodging Units	per Unit	$4,278	$9,092
Commercial/Office	per S.F.	$7.64	$16.24
Industrial/Manufacturing	per S.F.	$5.31	$11.29
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $235.03 per daily trip-mile in Area 1 and $499.54 in Area 2

Exhibit A

Alternative 4 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$8,132	$17,284
Attached Dwelling Units	per Unit	$5,429	$11,540
Mobile Homes in Parks	per Unit	$4,254	$9,042
Commercial Lodging Units	per Unit	$4,278	$5,388
Commercial	per S.F.	$7.64	$12.83
Office	per S.F.	$7.40	$9.85
Industrial/Manufacturing	per S.F.	$5.02	$5.02
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $235.03 per daily trip-mile in Area 1 and $499.54 in Area 2

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **30-DAY EXTENSION OF INTERIM TRANSPORTATION IMPACT FEE**

RECOMMENDATION

Staff recommends that City Council adopt Resolution No. 135-2005 approving a 30-Day Extension of the Interim Transportation Impact Fee.

BACKGROUND

The City Council has adopted a Draft Circulation Plan which includes a Roadway System Map, Bike and Trails Map, and Transit System Map. While the Circulation Plan outlined the key objectives and assumptions with each circulation component, it did not quantify nor define the exact characteristics and features of the roads, trails, bikeways, and other modes of transportation facilities. Staff has been working on the preparation of a Transportation System Capital Improvement Program (CIP) and Nexus Study to enable adoption of a permanent Transportation Impact Fee which would address transportation fees in all areas of the City. Staff recommends the rates shown in the attached Resolution continue to be collected until the CIP, Nexus Study, and fee schedule for the Citywide Transportation Impact Fee are completed, and permanent fees are adopted.

The purpose of extending the interim Transportation Impact Fee is to address the significant shortage of roadway improvements required to mitigate the impacts of new commercial and residential developments in the City. As described in the attached resolution, the City of Rancho Cordova now faces a current and immediate threat to public health, welfare and safety because the traffic fees inherited from the County of Sacramento are based on 1993 cost estimates, which leaves the City with a significant funding shortfall and insufficient facilities for critical roadway, bicycle and pedestrian improvements necessary to maintain effective circulation throughout the City. If the City were to continue to process building permits without imposing an adequate Transportation Impact Fee, the City's circulation system will continue to degrade.

The City Council held a public hearing on October 3, 2005 to hear input on the Nexus Study and proposed permanent Transportation Impact Fee. Another public hearing was held on October 17, 2005 regarding the Fee. No action was

taken to adopt the permanent fee and the item was continued to November 7, 2005 to allow time to respond to issues raised by the Council and members of the public. On October 17, 2005, City Council passed an urgency resolution adopting an interim Transportation Impact Fee of $16,087 per single family dwelling (SFD) in the new development areas and of $4,400 per SFD in the infill areas. As currently applied the interim fee is the only transportation impact fee payable by infill development and is supplemental to any existing specific plan or special planning area roadway fees applicable to new development areas. The infill area is defined as the existing portion of the City in which most development has already occurred with existing infrastructure in place.

Resolution No. 135-2005 attached continues the interim Transportation Impact Fee in full force and effect until December 6, 2005, without which extension the fee increase will expire on November 15, 2005.

Attachment: Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. 135-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA EXTENDING THE AUTHORIZATION FOR AN INTERIM TRANSPORTATION IMPACT FEE FOR 30 DAYS

WHEREAS, the City Council held a Public Hearing and enacted Urgency Resolution No. 126-2005 on October 17, 2005, which established an interim Transportation Impact Fee applicable to new commercial and residential developments in the City; and

WHEREAS, the City Council found the adoption of the interim Transportation Impact Fee was necessary to protect the public health, safety, and welfare, because the City concluded that the existing County Roadway and Transit Development Fees were insufficient to meet the demand generated by new development in the City; and

WHEREAS, in enacting Urgency Resolution No. 126-2005, the City sought to avoid worsening an already substantial funding shortage for transportation improvements that now exists in the City, as a result of inadequacy of the County fees, by establishing new interim Transportation Impact Fees that more closely reflect the actual estimated costs of planned transportation system improvements in the preliminary draft of the Capital Improvement Program (CIP) still being prepared by the City; and

WHEREAS, although a preliminary draft of the CIP, setting forth cost estimates for the City's planned transportation facilities, and a preliminary Nexus Study, with a recommended permanent fee schedule, were presented to the Council on October 17, 2005 and November 7, 2005, the actions necessary to implement the permanent Transportation Impact Fee have not yet been taken, and the City Council continues to consider the draft CIP, Nexus Study and fee schedule; and

WHEREAS, the interim Transportation Impact Fees authorized by this Resolution will protect the public health, safety and welfare of the community by ensuring that funds are collected to address the demand generated by new development while the permanent Transportation Impact Fees are being formulated; and

WHEREAS, without taking further action, the existing interim fees authorized by Urgency Resolution 126-2005 would expire on November 15, 2005 by operation of law pursuant to Government Code Section 66017(b) and, to avoid exacerbating the already substantial funding shortage for transportation improvements that now exists as a result of the County's 1993 fees, the City desires to extend the interim Transportation Impact Fees at least until December 6, 2005; and

WHEREAS, Section 2 of Urgency Resolution 126-2005 sets forth an adjustment mechanism that will allow fees paid by project applicants under the Urgency Resolution to be adjusted should the permanent Transportation Impact Fee later adopted by the City Council differ from the interim Transportation Impact Fees shown in **Exhibit A**; and

WHEREAS, the City published a public notice and held a hearing on November 7, 2005, to receive public comments on the proposed Urgency Resolution extension.

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

1. To approve the extension of Urgency Resolution No. 126-2005 and continue the Interim Transportation Impact Fee amounts shown in **Exhibit A** in full force and effect until December 6, 2005; and.

2. To find that extension of Urgency Resolution No. 126-2005 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15273 because the Urgency Resolution extension involves the establishment of a public agency fee for the purpose of obtaining funds for capital projects that will offset transportation-related development impacts within the City's existing service area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

EXHIBIT A

CITY OF RANCHO CORDOVA

INTERIM TRANSPORTATION IMPACT FEE

Land Use Category	Unit of Measure	New Development	Infill	SUNRISE DOUGLAS COMMUNITY PLAN	
				Local/Specific Plan Fee Component	Regional Fee Component
Single Family Residential	Unit	$16,087.00	$4,400.00	$11,687.00	$4,400.00
Multi Family Residential	Unit	$11,021.00	$3,328.00	$7,693.00	$3,328.00
Commercial	Sq. Ft.	$12.83	$12.83	[1] $12.83	---
Business Professional - Office	Sq. Ft.	$10.26	$10.26	[1] $10.26	---
Industrial	Sq. Ft.	$3.50	$3.50	$3.50	---
Industrial - Office	Sq. Ft.	$7.43	$7.43	$7.43	---
Administration (2%)		[2]	[2]	[3]	[3]

[1] Non-residential rates in the SDCP Fee Program Nexus Study Update established the rates for non-residential rates at a significantly higher rate than shown. Staff recommends the rates shown above be collected on an interim basis until the final Nexus Study of the Citywide Transportation Impact Fee is completed.

[2] Administration is charged as 2% of the total transportation impact fee.

[3] Administration in the SDCP Fee Program is charged as 3.75% of the total roadway fee.

For land uses not shown on this table, please contact the Public Works Department at (916) 942-0235.

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: William J. Thomas

SUBJECT: **MINING POLICY FEE ORDINANCE**

RECOMMENDATION

Continue to the meeting of December 5, 2005.

BACKGROUND AND DISCUSSION

Teichert Construction will be conducting mining activities within the City limits but taking the product to their facility that is located outside of the City. The mined product will then be processed at their facility and sold. As a result the point of sale for the product will be outside the City limits and thus the City will not receive any remuneration for the mined product. Teichert has agreed to pay the City 1% of the sales from the product that they sell that came from mining activities in the City. This will essentially reimburse the City for the sales tax revenue that we will not receive due to their location. That agreement has been executed.

Since this was the first of what may be several aggregate mining applications there was discussion concerning the nature of the City's review in both the discretionary conditional use permit or non-discretionary. Additionally, since Teichert has agreed to essentially pay the City a 1% fee for products mined within the City limits, it was felt that other mining operations should also be subject to this fee whether they process and sell it within the City or not.

Staff is still working with the City Attorney on how the ordinance will be structured. Continuing this matter to December 5, 2005 will provide staff with sufficient time to fully research and prepare the ordinance.

AGENDA ITEM # 21

Staff Report

Date: November 7, 2005

To: Mayor and Council Members

From: Cyrus Abhar, Public Works Director

Subject: **RESOLUTION CREATING A TRANSIT-RELATED SERVICES SPECIAL TAX AREA IN NEWLY DEVELOPING AREAS TO PROVIDE FINANCING FOR TRANSIT-RELATED SERVICES**

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution creating the Rancho Cordova Transit-Related Services Special Tax Area and indicating its intent to provide funding for transit-related services.

DISCUSSION

The transit-related services proposed to be funded through the special tax are the same types of services provided for by County Service Area 10 ("CSA 10") funding in the County of Sacramento ("County"). Those transit-related services, including but not limited to transit shuttle services, transit facilities, and other services related to promoting alternative modes of transportation, are described in the Engineer's Reports for CSA 10. Although not the subject of this Council item tonight, staff will be submitting an application to the Local Agency Formation Commission ("LAFCO") in the near future to detach the incorporated areas of the City from CSA 10 and impose a service charge that acts as a continuation of the current CSA 10 charge. The background section of this staff report contains the history of events relating to the formation of CSA 10, and Benefit Zones 1 and 2, and future actions to be taken by the City for the detachment process. The services proposed to be provided by the special tax are based on the services proposed in the Engineer's Reports for Benefit Zones 1 and 2. The Engineer's Reports discussed in more detail in the next section are on file with the City Clerk. The special tax would be calculated using the methodology as described in the Engineer's Report used in the formation of Benefit Zone 2 for the Sunridge Specific Plan Area.

BACKGROUND

CSA10 was formed by the County in May 2003 to provide certain transit-related services within the Village of Zinfandel and within all property in the Sunridge Specific Plan and Mather Field Specific Plan Areas. Since then the County has created two zones within CSA 10 and imposed a "service charge" within these areas in order to finance the transit-related services. The County complied with Proposition 218's voter approval requirements by providing notice of and holding a public hearing on the question of the levy of the service charge within the two zones (See Sacramento County Resolution

AGENDA ITEM # 22

2003-0549, adopted on May 21, 2003 and Sacramento County Resolution 2005-0061, adopted on January 11, 2005), and by finding that no majority protest existed when the service charge was imposed (See Sacramento County Resolution 2003-0845, adopted on July 16, 2003 and Sacramento County Resolution 2005-0298, adopted on March 15, 2005).

The two zones are Benefit Zones No. 1 and No. 2, established in May 2003 and May 2004 respectively, for the purpose of providing the transit-related services to the Zinfandel Special Plan Area and the Sunridge Specific Plan Area. The Benefit Zones provide a funding mechanism through an annual charge on all parcels for transit shuttle and other supplemental transit-related services for residential and nonresidential development. The supplemental services may include:

- Transit Shuttle – transit shuttle for residents and/or employees between residential areas, employment centers, shopping and service centers and light rail stations and/or other public transit options;
- Guaranteed Ride Home – free taxi rides and rental cars for ride sharers in case of an emergency;
- Transit Subsidies – financial assistance to encourage residents and employees to use transit or other alternative transportation measures;
- Transportation Plans for employers and/or resident groups – plans which guide employers and resident groups on the implementation of trip reduction programs, such as ride share matching or other similar programs;
- Education Programs – various programs such as education of transit options, home office set up, alternative commute opportunities;
- Infrastructure Support – additional bike racks and lockers, transportation alternative ride share informational boards/kiosks, and transit facilities;
- Transportation Coordinator Training and Support – instruction in mobility (transportation alternatives) for residential groups and work site coordinators;
- Bicycle and Alternative Fuel Vehicle Incentives – incentives for purchasing new bicycles or alternative fuel vehicles.

The service charge is based on the estimated annual cost of operation and maintenance of extended services for the fiscal year of the Benefit Zones' operation and an inflator formula will adjust the charge annually in subsequent years to maintain service levels. Muni-Financial prepared an Engineer's Report for each Benefit Zone pursuant to Section 4 of Article XIIID of the Constitution of the State of California, to propose the methodology for the service charge.

The service charge ranges from $30 to $80 per parcel for developed residential parcels and $460 to $2,051 per acre for developed non-residential parcels. The service charge is collected on the property tax roll.

The service charge is calculated in Benefit Zone 1 at the annual rate of $50 per Low Density Residential dwelling unit, $40 per Medium Density Residential dwelling unit, $30 per High Density Residential dwelling unit; $1,282 per Retail and Commercial acre, $1,102 per Business Park acre, and $460 per Light Industrial acre, subject to an annual inflator formula based on the Consumer Price Index for the Sacramento Region, or six

percent, whichever is less. (See Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, February 27, 2003).

The service charge in Benefit Zone 2 is calculated at the annual rate of $80 per Low Density Residential dwelling unit, $64 per Medium Density Residential dwelling unit, $48 per High Density Residential dwelling unit; $2,051 per Retail and Service Commercial acre, and $1,763 per Commercial Mixed Use acre, subject to an annual inflator formula based on the Consumer Price Index for the Sacramento Region, or six percent, whichever is less. (See Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004).

All of the Villages of Zinfandel and the Sunridge Specific Plan areas and a portion of the Mather Field Specific Plan Area north of the airport are within the limits of the City of Rancho Cordova ("City") as a result of the City's incorporation on July 1, 2003.

City staff has informed County staff that the City has initiated the process to detach the areas within CSA 10 that are in the City of Rancho Cordova. County staff does not oppose the detachment. City staff will be submitting an application to LAFCO to detach these areas from CSA 10. However, in order for LAFCO to approve the detachment, the City will need to find an alternative method to require the "service charge" which now funds the transit-related services currently provided by CSA 10.

It is anticipated that LAFCO will condition detachment on the City's ability to provide transit-related services that are equal or superior to the services provided by CSA 10. Therefore upon detachment, the City must impose a service charge that acts as a continuation of the current CSA 10 charge. The Council will consider this issue as part of the application process as a separate agenda item.

Special Tax Area

The City anticipates that additional new development will create impacts similar to those caused by the detachment of Benefit Zones 1 and 2. The City will be unable to fund the transit-related services at a level adequate to meet demand. As development in the City increases, the gap between available funding and services demand will widen because the City's budget does not contain adequate funding for transit-related services unless additional revenues are generated.

In order to address the anticipated funding shortfall, Staff proposes that throughout the entire city, all new subdivisions and other discretionary land use approvals would include a condition notifying the property owners that they will be required to vote on whether to approve of a levy of a special tax for transit-related services equal to those provided by CSA 10. A separate ordinance would be approved and a separate election would be conducted for each new development project. The property owners will be required to pay the costs of the special election.

The special tax would be similar to the special tax for police services, and would be calculated using the methodology as described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, with a

cost of living escalator. Staff has written the model condition of approval, attached as **Exhibit B** to the resolution, to ensure the special tax is implemented. The condition will read substantially as follows:

> "The Owner of the property shall participate in the provision of funding to provide transit-related services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future CPI adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to [filing the final map] [approval of other final discretionary land use approvals]. The property owner shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the owner. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall record a deed assessment subject to a deed assessment in the form of Conditions, Covenants & Restrictions against the property, which will impose a deed assessment equal to the amount of the special tax, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed."

The authority for the condition is the General Plan, which requires that transit-related services be provided to all new development, or the need to mitigate the need to identify environmental impacts identified in an Environmental Impact Report for new development.

A draft ordinance is attached as **Exhibit C**, which would be used as a model ordinance for property owners to levy a special tax on themselves for transit-related services ("Transit-related Services Tax") for each new subdivision or other land use permits. The ordinance will be tailored for each project. The proceeds of the tax will be used to provide transit-related services for the City.

The tax rate will be tied to the Assessor's property use code category. This will enable the County to collect the special tax along with property taxes. The use code categories and related additional implementation detail will be provided to the City Council in the future, when it implements the tax for specific development projects.

The draft ordinance includes an escalator, based on the CPI, so that the amount of the tax will keep current with inflation. Each year in June or July, the City Manager will set the amount of the tax for the succeeding fiscal year, using the CPI for April to adjust the rates.

The special tax will be collected by the County on the property tax rolls. The County will deduct its cost of collection and remit the balance to the City at the same time it remits property tax payments to the City. In addition, there is a small charge for use of the County property tax use code categories.

When the property owners request the election to approve the creation of a zone and the levying of the special tax, the City Council will adopt a resolution to create the new zone; a model resolution is attached as **Exhibit D**. The property owners will then vote to approve of an ordinance establishing the special tax using the model ordinance attached as **Exhibit C**. The Council will direct the City Clerk to conduct the election, which will be conducted by mailed ballot. Those persons owning the property will be the eligible voters if there are eleven or fewer registered voters. Once the election has been conducted, the Council will confirm the results of the election. The tax will be effective beginning with July 1st of the fiscal year following the Council's confirmation of the votes of the election.

Finally, there is the possibility that any assessment, special tax, fee or charge adopted by the City might be reduced or repealed through the initiative process, as permitted by the provisions of the California Constitution added by Proposition 218.

While there is some debate as to how to apply these provisions and whether they truly apply to all local taxes, assessments, fees and charges, Staff suggests that developers be required to impose a "deed assessment" on their property before the development is subdivided and sold as individual lots. This "deed assessment" would spring to life in the event the special tax was repealed or reduced by a Proposition 218 initiative.

A draft declaration of Conditions, Covenants and Restrictions ("CC&R's") is attached as **Exhibit E**, which imposes a deed assessment equal to the amount of the proposed special tax to ensure that the individual future property owners pay for the needed transit-related services. The CC&R's state that the County shall collect the deed assessment, if triggered, along with the residents' property taxes. The County, in turn, will charge the City for its collection costs for such a service. The City would need to enter into an agreement with the County for the collection of the deed assessment.

The exact amount of the deed assessment would be determined by a formula set forth in the Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004. This formula would be identical to the one used for the special tax.

One advantage of this backup deed assessment approach would be that it would not be subject to the special hearing and election requirements of Proposition 218. Thus, in the event a special tax could not, for some reason, be collected in a given year, the deed assessment would spring into action without the need for a hearing and public approval. Similarly, the built-in annual increases caused by the deed assessments' escalators would also not be subject to the hearing and election requirements of Proposition 218. Moreover, if the voters repealed a special tax, the property owner would still be required to pay the amount necessary for the transit-related services by virtue of the deed assessment.

Conclusion:

Staff recommends the Council directs Staff to include a condition of approval on all discretionary land use approvals whereby the property owners must approve of a special tax to fund transit-related services equal to those currently provided by CSA 10 in Benefit Zones 1 and 2, and must record a Declaration of CC&R's to create a "deed assessment" to ensure revenue for needed services will be available, even in the event of later repeal by initiative.

ATTACHMENTS

Exhibit A: Resolution of the City Council of the City of Rancho Cordova Creating the Rancho Cordova Transit-Related Services Special Tax Area and Indicating its Intent to Impose the Tax on New Development

Exhibit B: Model Condition of Approval

Exhibit C: Model Ordinance

Exhibit D: Model Resolution

Exhibit E: CC&R's (Model Deed Assessment)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 141-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA AND INDICATING ITS INTENT TO IMPOSE THE TAX ON NEW DEVELOPMENT

RECITALS

WHEREAS, it is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality transit-related services, equal in quality to those currently provided by County Service Area 10 in Benefit Zones No. 1 and No. 2 in Sacramento County, California; and

WHEREAS, in carefully reviewing the City's budget, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality transit-related services to areas that are newly developed unless additional revenues are obtained; and

WHEREAS, the City intends to generate additional funds to pay for transit-related services by authorizing the levy of a tax on parcels of real property within each new residential subdivision and within nonresidential development that receives discretionary land use approvals; and

WHEREAS, the special tax shall be implemented by means of conditions of approval, resolutions and ordinances substantially in the form of Exhibits A, B and C hereto; and

WHEREAS, the tax shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2, attached hereto as Exhibit D.

NOW, THEREFORE, be it resolved as follows:

1. All of the City of Rancho Cordova shall be considered as the Rancho Cordova Transit-Related Services Special Tax Area.

2. The City shall impose a condition of approval for minor subdivisions, major subdivisions, nonresidential developments and other discretionary land use approvals substantially in the form of Exhibit A.

3. The City shall implement the conditions of approval by means of adopting resolutions creating a special tax zone substantially in the form of Exhibit B, and by adopting ordinances establishing a special tax for transit-related services in the form of Exhibit C subject to voter approval.

4. The Owner of property shall impose a deed assessment on property before the property is subdivided, in the form of a declaration of Conditions, Covenants and Restrictions ("CC&R's"), that imposes a deed

assessment equal to the amount of the proposed special tax to provide a backup mechanism to ensure that the individual future property owners pay for the needed transit-related services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Ken Cooley, Major

ATTEST:

_____

Lillian E. Hare, City Clerk

758569v2

Exhibit A

Form Condition of Approval

"The Owner of the property shall participate in the provision of funding to provide transit-related services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future CPI adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to [filing the final map] [approval of other final discretionary land use approvals]. The property owner shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the owner. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall record a deed assessment in the form of Conditions, Covenants & Restrictions against the property, which will impose a deed assessment equal to the amount of the special tax, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed.

EXHIBIT B
MODEL RESOLUTION

CITY OF RANCHO CORDOVA

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE _____ WITHIN THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA FOR SUBDIVISION _____ or [NAME OF PROJECT OR OTHER IDENTIFICATION]

WHEREAS, it is the intention of the City Council to create Zone _____ within the City of Rancho Cordova, a Transit-Related Services Special Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to propose to the voters an ordinance establishing a special tax for transit-related services, facilities and improvements within Zone _____; and

WHEREAS, the City recognizes the need for increased transit-related services, facilities and improvements (hereafter "Transit-Related Services") in Zone _____ and the difficulty of funding the current or increased level of services, facilities and improvements with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, Subdivision _____ was approved by the City on _____. The approval allowed subdivision of an _____-acre site into _____ residential lots. Condition No. _____ of Resolution No. _____ requires the applicant to participate in the provision of funding to provide and augment Transit-Related Services, facilities, and improvements by voting to approve a special tax for the lots created by the approval. The initial tax is to be $___ annually per _____ residential dwelling unit parcel or $_____ per residential dwelling unit parcel equivalent per Condition No. _____ of Resolution No. ____, and $___ annually per _____ nonresidential parcel per Condition No. _____ of Resolution No. ____.

[OR FOR DEVELOPMENT OTHER THAN A SUBDIVISION:]

WHEREAS, a Conditional Use Permit was approved by the City on _____. That approval allowed the establishment of _____[description of use]_____. Condition No. ____ of Resolution No. ___ requires the applicant to participate in the provision of funding to provide and augment Transit-Related Services by voting to approve a special tax for the property subject to the approval. The initial tax is to be $___ per __[unit of measurement]_____ per Condition No. _____ of Resolution No. ___; and

WHEREAS, for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone _____ is a person who owns real property within Zone ____, as shown on the last equalized assessment role prepared by the _____ County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a Transit-Related Services Special Tax to the voters of Zone ___. At

the time that the Council adopted this Resolution, there were __ registered voters residing within Zone ____ and __ property owners. Because the Transit-Related Services Special Tax will be imposed on property in Zone ____ and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone ___ is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

NOW, THEREFORE, be it resolved as follows:

Section 1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone ___ _____ of the Rancho Cordova Transit-Related Services Special Tax Area.

Section 2. That Ordinance No._____, reviewed and approved by the City Council on the same date as this resolution, is to be presented for approval of the voters of Zone _____ by a mail ballot election, to be held on _____. The ballot proposition shall read as follows:

> "Shall Ordinance No. _____ be approved so as to authorize a special tax on property located in Zone _____ of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services, facilities and improvements and provide additional funding for increased transit-related services, facilities and improvements?"

Section 3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS ___ day of _____, 20__ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

762248v3

EXHIBIT C
MODEL ORDINANCE

CITY OF RANCHO CORDOVA

ORDINANCE NO. ___-2005

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES, FACILITIES AND IMPROVEMENTS SUBJECT TO VOTER APPROVAL

THE VOTERS OF ZONE _____ OF THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA DO ORDAIN AS FOLLOWS:

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City receive high quality transit-related services, facilities and improvements. In carefully reviewing the City's budget and revenue projections, it has become clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high quality transit-related services, facilities and improvements unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services, facilities, and improvements by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone ____ of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone"). The voters of Zone ___ recognize the importance of adequate transit-related services, facilities, and improvements to the entire Rancho Cordova community and approve this tax to ensure that those services, facilities and improvemetns will be maintained and improved citywide.

This tax is a special tax within the meaning of Section 4 of the Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, facilities, and improvements, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services, facilities, and improvements as are deemed necessary for the benefit of the residents of Zone _____.

At the time that the Council submitted this Ordinance to the voters of Zone ____, there were __

registered voters residing there and __ property owners. Because the Transit-Related Services Special

Tax will be imposed on property in Zone ____ and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone ___ is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the Metropolitan Los Angeles Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of the Zone nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone ___" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

G. "Transit-Related Services" shall mean transit shuttle services, facilities, improvements, and/or other supplemental transportation services indefinitely, as described in **Exhibit C** attached hereto.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

EXHIBIT C
MODEL ORDINANCE

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 200_ through June 30, 200_) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on **Exhibit C** hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

For each Property Use Category on **Exhibit D**, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Preceding Fiscal Year	X	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year **OR** 6 percent, whichever is less

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established

by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and

2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, facilities, and improvements including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services, facilities and improvements citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.

2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.

3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIIIC, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent

of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on _____ so that taxes shall first be collected hereunder for the tax year beginning July 1, 200_.

APPROVED by the following vote of the Voters of Zone _____ of the Rancho Cordova Transit-Related Services Special Tax Area on _____, 200_:

EXHIBITS NOT ATTACHED TO FORM ORDINANCE

761713v4

EXHIBIT B
Form Condition of Approval

"The Owner of the property shall participate in the provision of funding to provide transit-related services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future CPI adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to [filing the final map] [approval of other final discretionary land use approvals]. The property owner shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the owner. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall record a deed assessment in the form of Conditions, Covenants & Restrictions against the property, which will impose a deed assessment equal to the amount of the special tax, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed.

EXHIBIT C
MODEL ORDINANCE

CITY OF RANCHO CORDOVA

ORDINANCE NO. ___-2005

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES, FACILITIES AND IMPROVEMENTS SUBJECT TO VOTER APPROVAL

THE VOTERS OF ZONE _____ OF THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA DO ORDAIN AS FOLLOWS:

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City receive high quality transit-related services, facilities and improvements. In carefully reviewing the City's budget and revenue projections, it has become clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high quality transit-related services, facilities and improvements unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services, facilities, and improvements by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone ____ of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone"). The voters of Zone ___ recognize the importance of adequate transit-related services, facilities, and improvements to the entire Rancho Cordova community and approve this tax to ensure that those services, facilities and improvemetns will be maintained and improved citywide.

This tax is a special tax within the meaning of Section 4 of the Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, facilities, and improvements, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services, facilities, and improvements as are deemed necessary for the benefit of the residents of Zone _____.

At the time that the Council submitted this Ordinance to the voters of Zone ____, there were __

registered voters residing there and __ property owners. Because the Transit-Related Services Special

Tax will be imposed on property in Zone ____ and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone ___ is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the Metropolitan Los Angeles Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of the Zone nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone ___" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

G. "Transit-Related Services" shall mean transit shuttle services, facilities, improvements, and/or other supplemental transportation services indefinitely, as described in **Exhibit C** attached hereto.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

EXHIBIT C
MODEL ORDINANCE

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 200_ through June 30, 200_) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on **Exhibit C** hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

For each Property Use Category on **Exhibit D**, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Preceding Fiscal Year	X	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year **OR** 6 percent, whichever is less

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established

by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and

2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, facilities, and improvements including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services, facilities and improvements citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.

2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.

3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIIIC, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent

of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on _____ so that taxes shall first be collected hereunder for the tax year beginning July 1, 200_.

APPROVED by the following vote of the Voters of Zone _____ of the Rancho Cordova Transit-Related Services Special Tax Area on _____, 200_:

EXHIBITS NOT ATTACHED TO FORM ORDINANCE

761713v4

EXHIBIT D
MODEL RESOLUTION

CITY OF RANCHO CORDOVA

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE _____ WITHIN THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA FOR SUBDIVISION _____ or [NAME OF PROJECT OR OTHER IDENTIFICATION]

WHEREAS, it is the intention of the City Council to create Zone _____ within the City of Rancho Cordova, a Transit-Related Services Special Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to propose to the voters an ordinance establishing a special tax for transit-related services, facilities and improvements within Zone _____; and

WHEREAS, the City recognizes the need for increased transit-related services, facilities and improvements (hereafter "Transit-Related Services") in Zone _____ and the difficulty of funding the current or increased level of services, facilities and improvements with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, Subdivision _____ was approved by the City on _____. The approval allowed subdivision of an _____-acre site into _____ residential lots. Condition No. _____ of Resolution No. _____ requires the applicant to participate in the provision of funding to provide and augment Transit-Related Services, facilities, and improvements by voting to approve a special tax for the lots created by the approval. The initial tax is to be $___ annually per _____ residential dwelling unit parcel or $_____ per residential dwelling unit parcel equivalent per Condition No. _____ of Resolution No. ____, and $___ annually per _____ nonresidential parcel per Condition No. _____ of Resolution No. ____.

[OR FOR DEVELOPMENT OTHER THAN A SUBDIVISION:]

WHEREAS, a Conditional Use Permit was approved by the City on _____. That approval allowed the establishment of _____[description of use]_____. Condition No. ____ of Resolution No. ___ requires the applicant to participate in the provision of funding to provide and augment Transit-Related Services by voting to approve a special tax for the property subject to the approval. The initial tax is to be $___ per __[unit of measurement]_____ per Condition No. _____ of Resolution No. ___; and

WHEREAS, for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone _____ is a person who owns real property within Zone ____, as shown on the last equalized assessment role prepared by the _____ County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a Transit-Related Services Special Tax to the voters of Zone ___. At

the time that the Council adopted this Resolution, there were __ registered voters residing within Zone ____ and __ property owners. Because the Transit-Related Services Special Tax will be imposed on property in Zone ____ and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone ___ is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

NOW, THEREFORE, be it resolved as follows:

Section 1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone ___ _____ of the Rancho Cordova Transit-Related Services Special Tax Area.

Section 2. That Ordinance No._____, reviewed and approved by the City Council on the same date as this resolution, is to be presented for approval of the voters of Zone _____ by a mail ballot election, to be held on _____. The ballot proposition shall read as follows:

> "Shall Ordinance No. _____ be approved so as to authorize a special tax on property located in Zone _____ of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services, facilities and improvements and provide additional funding for increased transit-related services, facilities and improvements?"

Section 3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS ___ day of _____, 20__ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

762248v3

EXHIBIT E
MODEL DEED ASSESSMENT

Recording Requested by:

[Owner]
Attn:

When Recorded Mail To:

[Address]

Space above this line for Recorder's Use

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 200_, by [owner's name], [a insert corporate info if applicable] (hereafter "Owner"), is made with reference to the following facts:

A. Owner is the owner of certain real property located in the City of Rancho Cordova, County of Sacramento, State of California, more particularly described in **Exhibit A** (hereafter referred to as "The Property").

B. Owner intends to divide The Property by means of one or more parcel maps and/or final subdivision maps and, thereafter, to sell all or portions of The Property to other persons for the purpose of development of The Property in accordance with the General Plan of the City of Rancho Cordova and this Declaration which, together and as amended, constitute the general plan for the common benefit of The Property for the purpose of enhancing and perfecting the desirability and attractiveness of The Property. [or – Owner seeks the following discretionary land use approval, _____, to change the land use designation of the Property from _____ to _____, for the purpose of development of The Property in accordance with the General Plan of the City of Rancho Cordova and this Declaration which, together and as amended, constitute the general plan for the common benefit of The Property for the purpose of enhancing and perfecting the desirability and attractiveness of The Property.

C. The City of Rancho Cordova imposed a Special Tax in the Rancho Cordova Transit-Related Services Special Tax Area on _____ __, 200_, to fund Transit-Related Services, as described in **Exhibit B** attached hereto.

D. Plans adopted by the City of Rancho Cordova call for Transit-Related Services to be provided to The Property. Owner recognizes that such Transit-

Related Services will benefit The Property as it is developed.

E. The Rancho Cordova General Plan [or, the Environmental Impact Report entitled _____, dated _____] provides that the owners of The Property will pay for the Transit-Related Services.

F. The purpose of this Declaration is (1) to establish a common plan for The Property which includes sufficient transit-related services, which benefit The Property and (2) to assure that the financing for the maintenance of such transit-related services is maintained, by imposing the Assessment described herein, even in the event of the repeal or reduction of the Special Tax on The Property.

G. This Declaration is intended to be a covenant running with the land pursuant to Civil Code § 1468 and to constitute an equitable servitude.

NOW, THEREFORE, Owner hereby declares that The Property, and each parcel subsequently created by parcel map or final subdivision map, shall be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to this Declaration which is imposed as equitable servitutes pursuant to a general plan for the development of The Property for the purpose of enhancing and protecting the value and desirability of The Property and every part thereof, and which shall run with The Property and be binding on all of the owners thereof and their successors and assigns and on all persons having or acquiring any right, title or interest in or to The Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

1.1 "Assessment" shall mean that portion of the cost of maintain the transit-related services which is to be paid by The Property or any portion of it following division of The Property by final subdivision map or parcel map.

1.2 "City" shall mean the City of Rancho Cordova, located in the County of Sacramento, State of California.

1.3 "Cost of Living" shall mean the annual percentage increase in the U.S. Consumer Urban Wage Earner Price Index for the Sacramento metropolitan area for all costs. If the U.S. Consumer Urban Wage Earner Index for the Sacramento metropolitan area is unavailable or deemed by City to be inappropriate, a comparable consumer price index, as approved by the City Council, shall be used to replace the U.S. Consumer Urban Wage Earner Index for the Sacramento metropolitan area.

1.4 "Declaration" shall mean this Declaration, as amended from time to time.

1.5 "Owner" shall mean the record owner, whether one or more persons or

entities, of the fee simple title to The Property, or any portion of it following division of The Property by final subdivision or parcel map.

1.6 "Parcel" shall mean The Property which will be developed by Owner as part of the Project and may be comprised of either residential uses, whereby the Assessment shall be calculated based on the Parcel's dwelling unit density (Low, Medium or High density), or by nonresidential uses, whereby the Assessment shall be calculated based on the Parcel's type of use (Retail & Service Commercial or Commercial Mixed Use).

1.7 "Project" shall mean the development of The Property in accordance with the City of Rancho Cordova's General Plan.

1.8 The "Property" shall mean the real property located in the City of Rancho Cordova, County of Sacramento State of California owned by Owner described in **Exhibit A** attached hereto and incorporated herein.

1.9 "Transit-Related Services" shall mean transit shuttle services, facilities, improvements, and/or other supplemental transportation services indefinitely, as described in **Exhibit B** attached hereto.

1.10 "Special Tax" shall mean the tax adopted by the City of Rancho Cordova on ___ __, 200_, to fund Transit-Related Services in the Rancho Cordova Transit-Related Services Special Tax Area.

ARTICLE II

2.1 Deed Assessment

The Owner hereby covenants, and each subsequent Owner of any portion of The Properly by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to City, or its duly authorized collection agent, an annual "Deed Assessment" for the purpose of defraying the annual cost to City to maintain the Transit-Related Services.

2.2 Deed Assessment Effective Date

The Deed Assessment shall become effective immediately upon the reduction or repeal of the Special Tax.

2.3 Maximum Amount of Assessment

The Deed Assessment shall be in the maximum amount per Parcel of $_____ plus the increase in such amount attributable to the Cost of Living from July 1, 2005 to July 1, 2006 and, thereafter, from July 1 to July 1 of each year.

2.4 Calculation of Annual Assessment

The Deed Assessment shall lie calculated on a per Parcel basis in the manner set forth in **Exhibit C**.

2.5 Date of Commencement of Assessments and Due Dates

The Deed Assessment provided for herein shall be effective on July 1, 200_ and shall continue in effect for each fiscal year thereafter until City records a notice canceling the Deed Assessment. The Deed Assessment shall be due and payable to City no later than April 10, 200_ for the first fiscal year and April 10 of each succeeding fiscal year.

2.6 Collection of Assessment with Taxes

Declarant anticipates that City will collect the Deed Assessment by agreement with the County of Sacramento for collection along with property taxes. If the Deed Assessment is not paid at the times and in the manner required for property taxes, Declarant covenants and each subsequent Owner of any portion of The Property by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants to pay to City a penalty and interest on such delinquent Deed Assessment in the amount of penalties and interest for delinquent property taxes.

2.7 Personal Obligating

If Declarant, or its successors in interest to the Property or any portion of it, does not pay the Assessment when due, City may enforce such obligation by any means available to it at law or in equity against Declarant and/or its successors in interest to the Property or any portion of it. City's right of enforcement is in addition to whatever rights are held by Declarant and its successors. Declarant, on behalf of itself and its successors, covenants to pay City its attorneys' fees if City is required to bring legal action to collect the Deed Assessment, together with simple interest at the rate of 5% per annum on all delinquent Assessment amounts.

2.8 Termination

The Assessment will terminate if the City is no longer required to provide the Transit-Related Services and if the City voluntarily decides to discontinue the Transit-Related Services.

ARTICLE III

3.1 Term

Unless earlier terminated pursuant to Paragraph 2.8, the covenants and restrictions of this Declaration shall run with and bind The Property and shall inure to the benefits of and shall be enforceable by City and by any owner of The Property or any portion thereof subject to this Declaration, their respective heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then owners of The Property who pay a majority of the Assessment, and signed by a duly authorized representative of City, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

3.2 Amendments

This Declaration may be amended only by the affirmative vote (in person or proxy) or written consent of Owners owning a majority of The Property who pay a majority of the Assessment, provided, however, any amendment must also be approved by City, must be in writing and must be recorded.

3.3 Rights of First Lenders

No breach of any of the covenants, conditions and restrictions contained herein shall render invalid the lien of any first mortgage (meaning a deed of trust with first priority over any other deed of trust) on The Property made in good Faith for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure at a trustee's sale.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this __ day of _____, 20__.

OWNER

By: _____
Its: _____
Date: _____

EXHIBIT E
MODEL DEED ASSESSMENT

State of California)
)ss.
County of Sacramento)

On _____ before me, a Notary Public, personally appeared

_____

___ personally known to me (or proved to me on the basis of satisfactory evidence) 10 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

State of California)
)ss.
County of Sacramento)

On _____ before me, a Notary Public, personally appeared

_____

___ personally known to me (or proved to me on the basis of satisfactory evidence) 10 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

EXHIBIT "A"

Legal Description

EXHIBIT B

The Transit-Related Services are described as follows:

Providing transit shuttle services indefinitely in addition to certain other supplemental transit-related services which may include:

1. Transit Shuttle – transit shuttle for residents and/or employees between residential areas, employment centers, shopping and service centers and light rail stations and/or other public transit options;

2. Guaranteed Ride Home – free taxi rides and rental cars for ride sharers in case of an emergency;

3. Transit Subsidies – financial assistance to encourage residents and employees to use transit or other alternative transportation measures;

4. Transportation Plans for employers and/or resident groups – plans which guide employers and resident groups on the implementation of trip reduction programs, such as ride share matching or other similar programs;

5. Education Programs – various programs such as education of transit options, home office set up, alternative commute opportunities;

6. Infrastructure Support – additional bike racks and lockers, transportation alternative ride share informational boards/kiosks, and transit facilities;

7. Transportation Coordinator Training and Support – instruction in mobility (transportation alternatives) for residential groups and work site coordinators;

8. Bicycle and Alternative Fuel Vehicle Incentives – incentives for purchasing new bicycles or alternative fuel vehicles.

EXHIBIT C

CALCULATION OF DEED ASSESSMENTS

758675v3

758675v4

MEMORANDUM

DATE: **November 7, 2005**

TO: **The Mayor and City Council**

FROM: **Anne Hersch, Assistant Planner**

SUBJECT: **Gold Canal Offices Design Review**

OWNER / APPLICANT:	**REPRESENTATIVE:**
Richard T. Peery & John Arrillaga, Trustees 2560 Mission College Blvd. #101 Santa Clara, CA 95054	Stauffer Company F. Brett Stauffer 3353 Bradshaw Rd., Suite # 23 Sacramento, CA 95827

PROJECT:	Gold Canal Offices Design Review
FILE:	RC-05-181
LOCATION:	Gold Canal Drive
APN:	072-0460-010, 072-0470-028
PLANNER:	Anne Hersch, Assistant Planner

REQUEST

The applicant has requested Design Review for two office buildings on a 2.36 acre site on the east side of Gold Canal Drive, north of White Rock Rd. on adjacent parcels on Gold Canal Drive.

STAFF RECOMMENDATION

The Planning Commission forwards a recommendation to City Council to determine the project Categorically Exempt from review by the California Environmental Quality Act under Section 15332, Infill Development Projects, and adopt Resolution No. 137-2005 approving Design Review for Project No. RC-05-181, for the construction of the Gold Canal Office Buildings located on Gold Canal Drive, subject to the Design Package and Conditions of Approval.

AGENDA ITEM # 23

SITE LOCATION



FIGURE 1 – SITE LOCATION

Land Use Relationships with Adjacent Properties

	Zoning	Land Use
Subject Property	MP	Vacant
North	MP	Office Building
East	N/A	Folsom South Canal
South	MP	Under Construction; Office Building
West	MP	Office Building; currently vacant

ANALYSIS

Building A

The applicant is requesting the design review for a proposed office park, located on Gold Canal Drive. Both parcels are zoned MP/office park land use. Parcel A is 1.43 acres with a proposed 28,089 gross sq. ft., two-story office building. The building will be served by 113 parking stalls and related automobile/pedestrian circulation and landscaping. The building will be occupied by multiple tenants.

Building B

Parcel B is .93 acres with a proposed 11,074 gross sq. ft. single-story office building. The building will be served by 46 parking stalls and related automobile/pedestrian circulation and landscaping. The building will be occupied by multiple tenants.

Site Design

The proposed buildings will feature translucent storefront glass accented with aluminum mullions. The exterior will have a stone veneer façade accented by cement plaster. Two colors for the cement plaster are proposed. Cement plaster #1 is beige and will be used on the parapet of both buildings. Cement plaster # 2 is brown and will be used as a roof trim. Both colors are complimentary and accent the stone veneer well.

The landscape plan was sent to the City landscape consultant to determine consistency with shading requirements, proper plant selection, and appropriate location of trees and plants. The plan was reviewed with Sacramento County Standard Construction Specifications and the Sacramento County Water Use and Conservation Ordinance. Plan review comments were returned with suggestions of improvement. The landscape architect has provided a list to City staff addressing the comments.

The photometric plan shows details of the proposed lighting units for the project site. The footcandle measurements are within the accepted levels designated for MP zoning (office parks). The lighting poles will have a 2 foot cement base with a 25 ft. tall light pole with 27 ft. total height. Two different light heads will be used to illuminate the site. The P4 light will be located on the perimeter of the site and will illuminate forward with a sharp cutoff. There will be five P4 lights on the west side, six P4 lights on the east side, and three P4 lights on the south side of the site. The P3 light will be located around the immediate perimeter of the proposed buildings. This light emitted will be segmented and asymmetric. There will be two P3 lights on the west side of the building, two on the north side, and three on the east side of the site.

Mechanical equipment will be located on the building roof and will be properly screened. The parapets will further prevent visibility of the equipment. The plan satisfies standards for mechanical equipment and proper screening.

The basis for the review of this project is provided in the City's Design Review Ordinance and staff's reasons for recommending approval are described as follows:

Design Review

Findings:

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 applicant has submitted a colors/materials board depicting the color and materials to be used on proposed buildings. The building will employ a stone veneer exterior and storefront glass with a grey tint. Aluminum accents and mullions will decorate the windows. Cement plaster will be used on the parapet and roof trimming. The parapets will be beige and the trim brown. The proposed color scheme is visually appealing and decorates the structure well. Building appearance is striking and will be a nice addition to Gold Canal Drive.

b) Building A is two-stories tall. The building is easily distinguished with a canopied entrance and successfully meets human scale and interest.

Building B is single-story and successfully meets human scale and interest. The entrance is conducive to human form and function and is well-marked and easily identified.

c) The proposed design is consistent with elevations of surrounding structures and is appropriate for the area. The scale and style are in proportion with present buildings. The use of stone veneer distinguishes this building from surrounding structures and makes it visually appealing.

d) (See "c" above)

e) The proposed building employs a variety of materials in the façade that contribute to the unique appearance. The combination of materials and colors make the proposed buildings aesthetically pleasing and distinguish it from other buildings on Gold Canal Drive. The stone veneer façade is well complemented by both cement plasters. The cornices project from the front edges of the building and are prominently featured. The parapet will be beige and nicely decorates the building.

f) The landscape plan was sent to a landscape architect for evaluation. The suggested improvements have been addressed by the landscape architect.

PLANNING COMMISSION COMMENTS

This project was presented before the Planning Commission on September 8, 2005 and passed with a 7-0 vote. Concerns were expressed about connectivity to the Folsom South Canal bike trail. The Planning Commission would like to see the new buildings connected by a pedestrian or bike path to the Folsom South Canal rather than being fenced off. Connectivity will provide

future employees with other transportation options. The Conditions of Approval have been modified to reflect the Commission's request.

Fencing details were discussed at the Planning Commission hearing. The applicant indicated plans for fencing around the north, south, and east sides of the buildings. The proposed fence will be masonry and metal. Figure 2 shows the proposed fence detail.

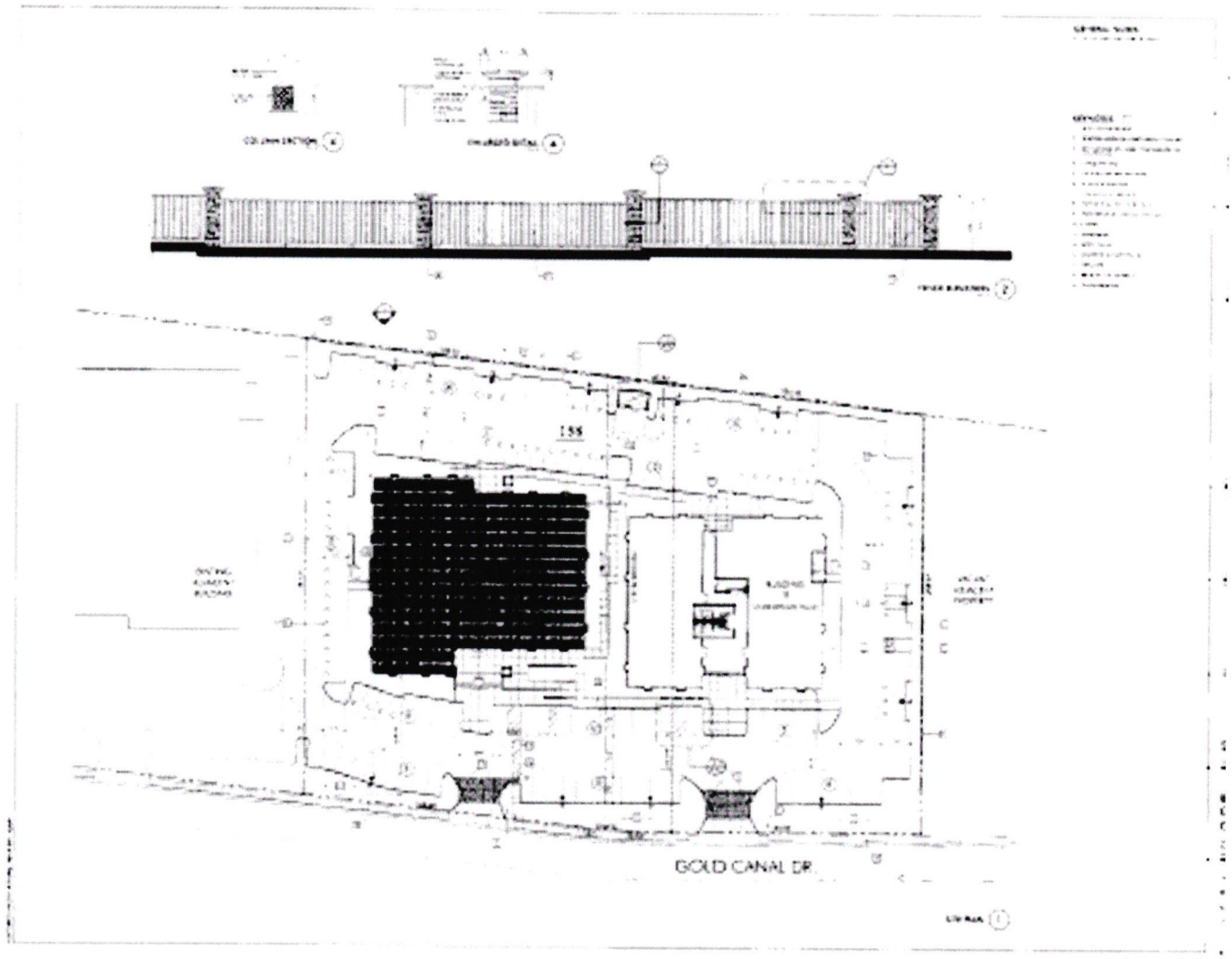


Figure 2. Proposed fence detail

CONCLUSION

The proposed building is consistent with surrounding buildings on Gold Canal Drive and would be a positive addition to the area. Staff is recommending approval of design review for this project.

ENVIRONMENTAL ANALYSIS

There are no significant environmental impacts from this project.

FINANCIAL IMPLICATIONS TO CITY

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

RECOMMENDED MOTIONS

"I move the City Council find the project exempt from review by the California Environmental Quality Act under Section 15332, In-Fill Development Projects of the CEQA Guidelines and move the City Council adopt Resolution 137-2005 approving Design Review for Gold Canal Offices, project number RC-05-181."

ATTACHMENTS

1. Resolution No. 137-2005
2. Conditions of Approval
3. Design Review Package

RESOLUTION NO. 137-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR GOLD CANAL OFFICES PROJECT # RC-05-181

WHEREAS, The Stauffer Company, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for the construction of office buildings on Gold Canal Drive. (Assessor's Parcel Number 072-0460-010, 072-0470-028)); 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 Section 15332, In-Fill Development Projects, of the California Environmental Quality Act; 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. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

   Findings
   The project proposes the construction of a building within an urbanized area and is categorically exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act Guidelines.

   Evidence
   Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

   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 efforts relating to traffic, noise, air quality, or water quality.
   e) The site can be adequately served by all required utilities and public services.

2. Approve the Design Review, subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B); supported by the following Findings and Evidence:

Design Review

Findings:

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 applicant has submitted a colors/materials board depicting the color and materials to be used on proposed buildings. The building will employ a stone veneer exterior and storefront glass with a grey tint. Aluminum accents and mullions will decorate the windows. Cement plaster will be used on the parapet and roof trimming. The parapets will be beige and the trim brown. The proposed color scheme is visually appealing and decorates the structure well. Building appearance is striking and will be a nice addition to Gold Canal Drive.

b) Building A is two-stories tall. The building is easily distinguished with a canopied entrance and successfully meets human scale and interest.

Building B is single-story and successfully meets human scale and interest. The entrance is conducive to human form and function and is well-marked and easily identified.

c) The proposed design is consistent with elevations of surrounding structures and is appropriate for the area. The scale and style are in proportion with present buildings. The use of stone veneer distinguishes this building from surrounding structures and makes it visually appealing.

d) (See "c" above)

e) The proposed building employs a variety of materials in the façade that contribute to the unique appearance. The combination of materials and colors make the proposed buildings aesthetically pleasing and distinguish it from other buildings on Gold Canal Drive. The stone veneer façade is well complemented by both cement plasters. The cornices project from the front edges of the building and are prominently featured. The parapet will be beige and nicely decorates the building.

f) The landscape plan was sent to a landscape architect for evaluation. The suggested improvements have been addressed by the landscape architect.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th November, 2005.

AYES:
NOES:
ABSENT:
ABSTAIN:

KEN COOLEY, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review plans (Exhibit A) for the new office buildings located on Gold Canal Drive, APN 072-0460-010 and 072-0470-028, project number RC-05-181.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The building shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	
4.	A final landscape plan must be submitted for review and shall satisfy recommended improvements. (See Attachment)	Prior to Building Permit	Planning	
5.	The project site shall provide connectivity to the Folsom South Canal bike path to the satisfaction of the Planning Director.	Prior to Building Permits	Planning	
6.	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	
7.	Driveways must be 35" wide, the minimum width required for a commercial driveway.	Prior to Building Permits	Public Works	
8.	An accessible path of travel is required from the public way to each building	Prior to Building	Building &	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	and between buildings.	Permits	Planning Departments	
9.	Provide drainage easements and install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Building Permits	Water Resources	
10.	Incorporate stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law pursuant to Table 2-1 of the County of Sacramento "Guidance Manual On-Site Stormwater Quality Control Measures" DWR considers these two buildings as one large project.	Prior to Building Permits	Water Resources	
11.	The applicant is required to file a boundary line adjustment with the Planning Department or a certificate of consolidation with the Public Works Department.	Prior to Building Permits	Public Works	
12.	Place structure so that it is not on the property line or apply and receive approval of a boundary line adjustment.	Prior to Building Permit	Public Works	
13.	Fire hydrant assemblies shall be located and installed as specified on the approved improvement plans on file in this office. It approval has not been obtained for the improvement plans, construction should not be started.	Prior to Building Permit	Metropolitan Fire	
14.	Every building shall be accessible to Fire District apparatus by means of an all-weather driving surface capable of supporting the imposed loads of the vehicle. The access is to be a minimum of twenty (20) feet wide and have a minimum turning radius of fifty-eight (60) feet outside and thirty-eight (40) feet inside. The minimum vertical clearance acceptable is thirteen feet, six inches (13'6"). The access roadway is to be extended to within one	Prior to Building Permit	Metropolitan Fire	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	hundred fifty (150) feet of all portions of the exterior walls of the first story. Dead end fire department access roads longer than one hundred fifty (150) feet shall be provided with an approved turn-around facility for fire department apparatus. Said access is to be provided prior to any combustible materials being brought on to the site.			
15.	The minimum required fire flow for commercial developments is outlined in the Uniform Fire Code, Table A-III-A-1, but shall not be less than 1500 gallons per minute at 20 pounds per square inch residual.	Prior to Building Permit	Metropolitan Fire	
16.	Fire District plan reviews are required per Sacramento County Code and such plans shall be submitted to the Fire District and the Building Department simultaneously. Pertinent architectural, site, fire sprinkler, fire alarm are required to be reviewed by the Fire District. The turn around time for such reviews may take up to twenty days. Permits and/or fees are required to be paid at the time of plan submittal.	Prior to Building Permit	Metropolitan Fire	
	Prior to Issuance of Occupancy Permits			
17.	Ensure that addressing for the project's buildings is clearly indicated. Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately to a light source and shall also contrast with their background.	Prior to Occupancy Permits	Metropolitan Fire	
18.	The installation of roadway gates or devices that may impede fire district access to buildings or grounds will necessitate the installation of "KNOX" access devices and plan prior to installation.	Prior to Occupancy Permits	Metropolitan Fire	
19.	The completed building and landscape installation shall be reviewed by the Director of Planning to insure consistency with the approved plans.	Prior to Occupancy	Planning	

ADVISORY COMMENTS- RANCHO CORDOVA POLICE DEPARTMENT

1. **PARKING/CIRCULATION COMMENTS:**
   a. All entrances to the parking area shall be posted with appropriate signs per 22658(a) CVC, to assist in removing vehicles at the property owner's/manager's request.

   b. Handicapped parking spaces shall be clearly marked and properly posted and be conveniently located near the buildings they are intended to serve.

Reciprocal driving/parking access shall be secured with surrounding parcels.

2. **BUILDING SECURITY**
   a. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of (1) inch each side of the strike, so as to prevent violation of the strike.

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

   c. Employee/pedestrian and utility room doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1-3/4 inches and shall be secured by a deadbolt lock with minimum throw of one (1) inch.

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

   e. Doors with glass panels and doors with glass panels adjacent to the door frame shall be secured with burglary-resistant glazing or the equivalent, if double-cylinder deadbolt locks are not installed.

   f. Doors with panic bars will have vertical rod panic hardware with top and bottom latch bolts. No secondary locks should be installed on panic-equipped doors, and no exterior surface-mounted hardware should be used. A 2" wide and 6" long astragal shall be installed on the door exterior to protect the latch. No surface-mounted exterior hardware need be used on panic-equipped doors.

g. Windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of three hundred (300) lbs. applied in any direction.

h. All hatchway openings on the roof of any building shall be secured as follows:

i. If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.

ii. The hatchway shall be secured from the inside with a slide bar or slide bolts. The Fire Marshall must approve the use of crossbar or padlock.

iii. Outside hinges on all hatchway openings shall be provided with nonremovable pins when using pin-type hinges.

i. All air duct or air vent openings exceeding 8" x 12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following:
   i. Iron bars of at least ½" round or one by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened.
   or:
   ii. A steel grill of at least 1/8" material or two inch mesh and securely fastened and
   iii. If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside.

3. LANDSCAPING

a. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along the building perimeter. A partial listing of security planting materials is available upon request from the Sheriff's Department.

b. All walkway curbs shall be vertical in design. Rounded curbs shall be avoided whenever possible.

4. FENCING/ACCESS CONTROL

a. Vertical wrought-iron fencing material shall be used for all fences between private lots and open space, parks, right of ways, or other public access land. This is to allow visibility to those areas and encourage residents to view activities in those areas. In addition this will make those areas less attractive to loiterers and others who wish to use those locations for criminal or mischievous purposes.

5. LIGHTING

a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of 2-footcandle minimum, maintained at ground level, is required. A combination of wall and pole mounted fixtures may be used.

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

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

d. Exterior door, perimeter, and soft-lit lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting. (The building photocells should be located near any roof hatch openings for ease of maintenance.)

6. BUILDING NUMBERING

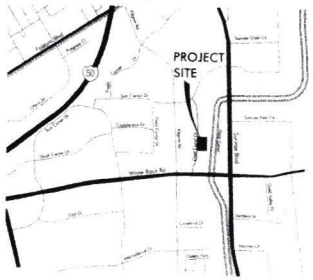
a. The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than four to six inches in height and of a color contrasting with the background.

b. Each different unit within the building shall have its particular address prominently displayed on its front and rear doors. (Rear door numbers only need to be one inch in height.) If front door numbers are placed on glass, the numerals shall be white in color.

c. Interior directional signs shall be employed as necessary.

Attachment 3

VICINITY MAP



SITE RESUME

PHASE-1

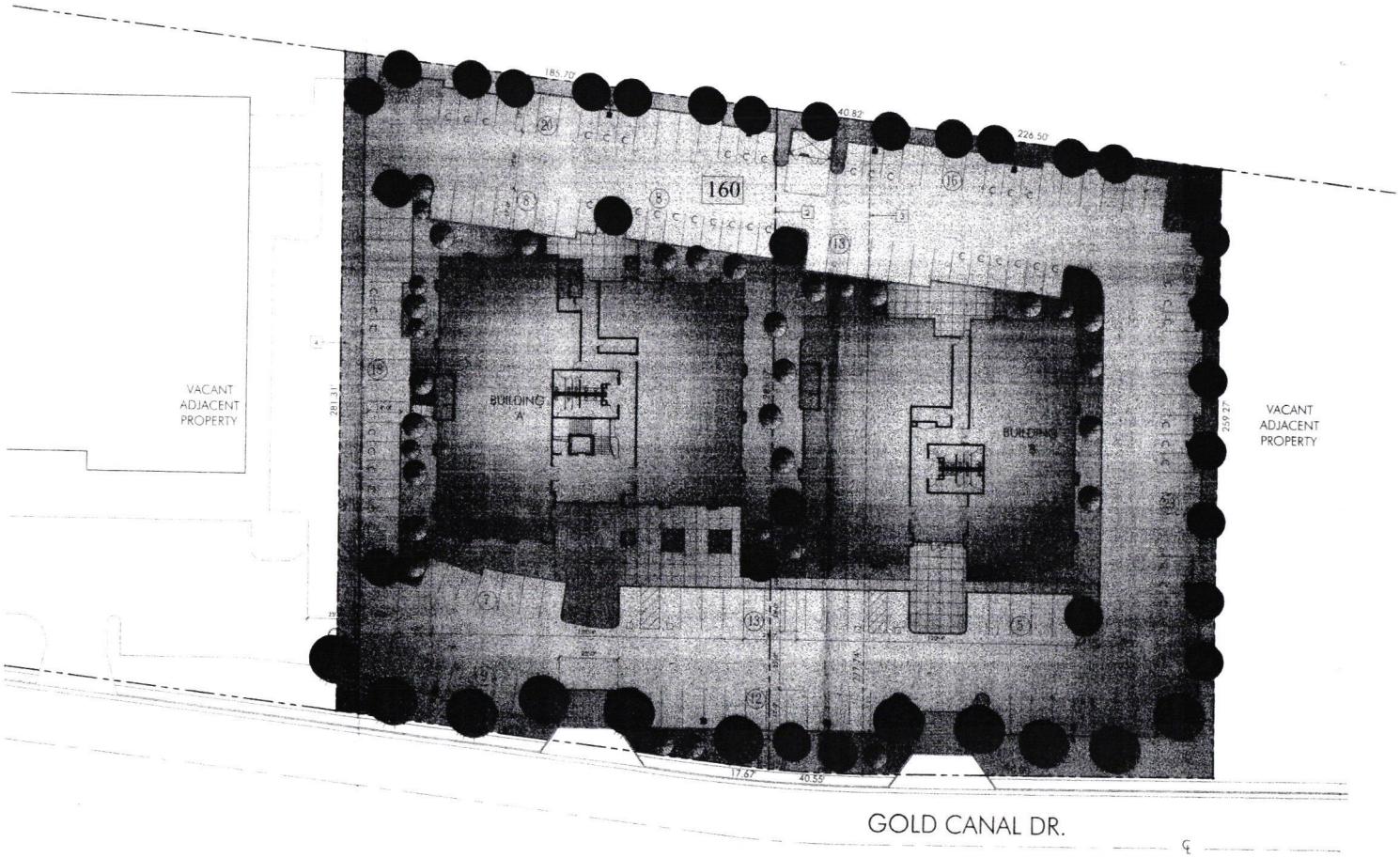
PARCEL 'A' = 52,872 S.F.
PARCEL 'B' = 50,629 S.F.
ZONING : MP
OCCUPANCY : B & S3

BUILDING	AREA
BUILDING 'A'	27,831 G.S.F.
BUILDING 'B'	12,036 G.S.F.
GROSS TOTAL	39,867 G.S.F.

PARKING REQUIRED : 160 STALLS
PARKING PROVIDED : 160 STALLS

KEY NOTES

1. 18'-0" HIGH PARKING LIGHT
2. PROPOSED PARCEL BOUNDARY
3. EXISTING PARCEL BOUNDARY
4. SHARED DRIVE AISLE



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REVISIONS

SITE PLAN

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RANCHO CORDOVA PLANNING

SHEET

GOLD CANAL DRIVE OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

ONE INCH

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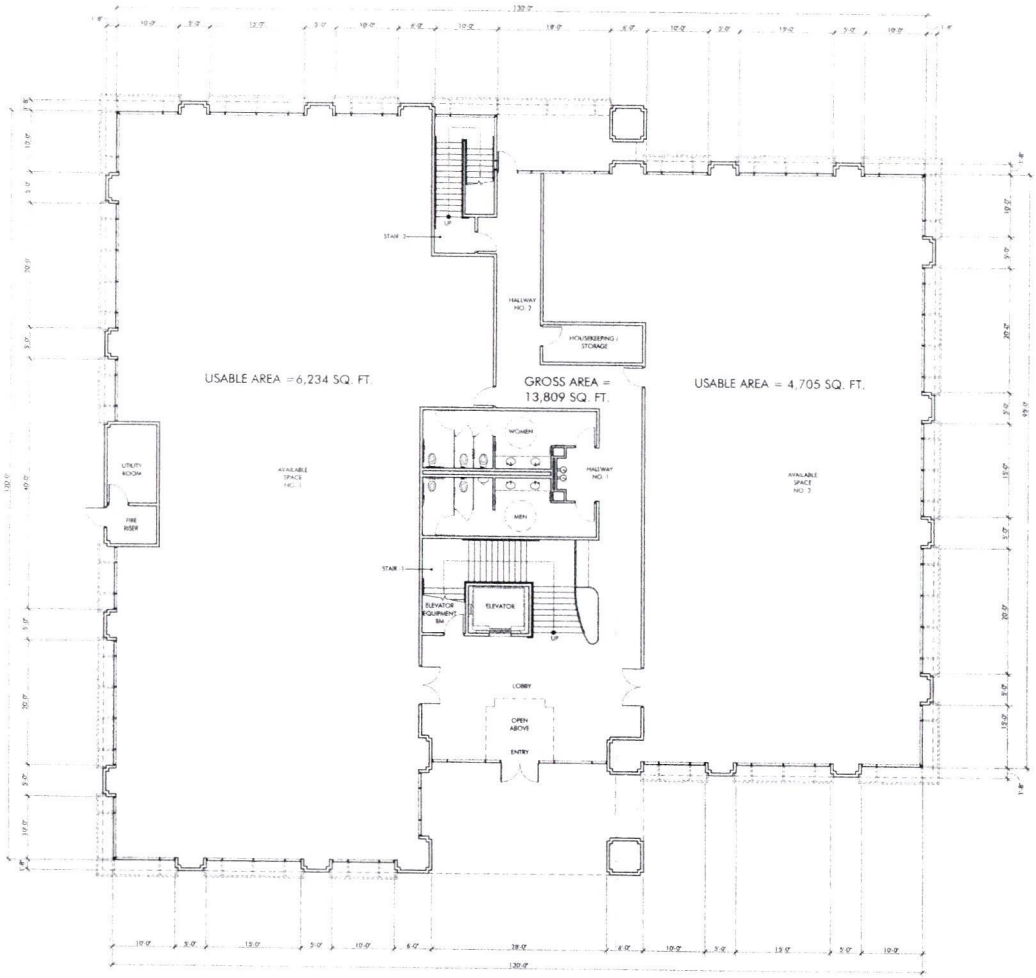
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SCALE 1" = 20'-0"

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Attachment 2



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BUILDING A FIRST FLOOR PLAN

SHEET

GOLD CANAL DRIVE OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

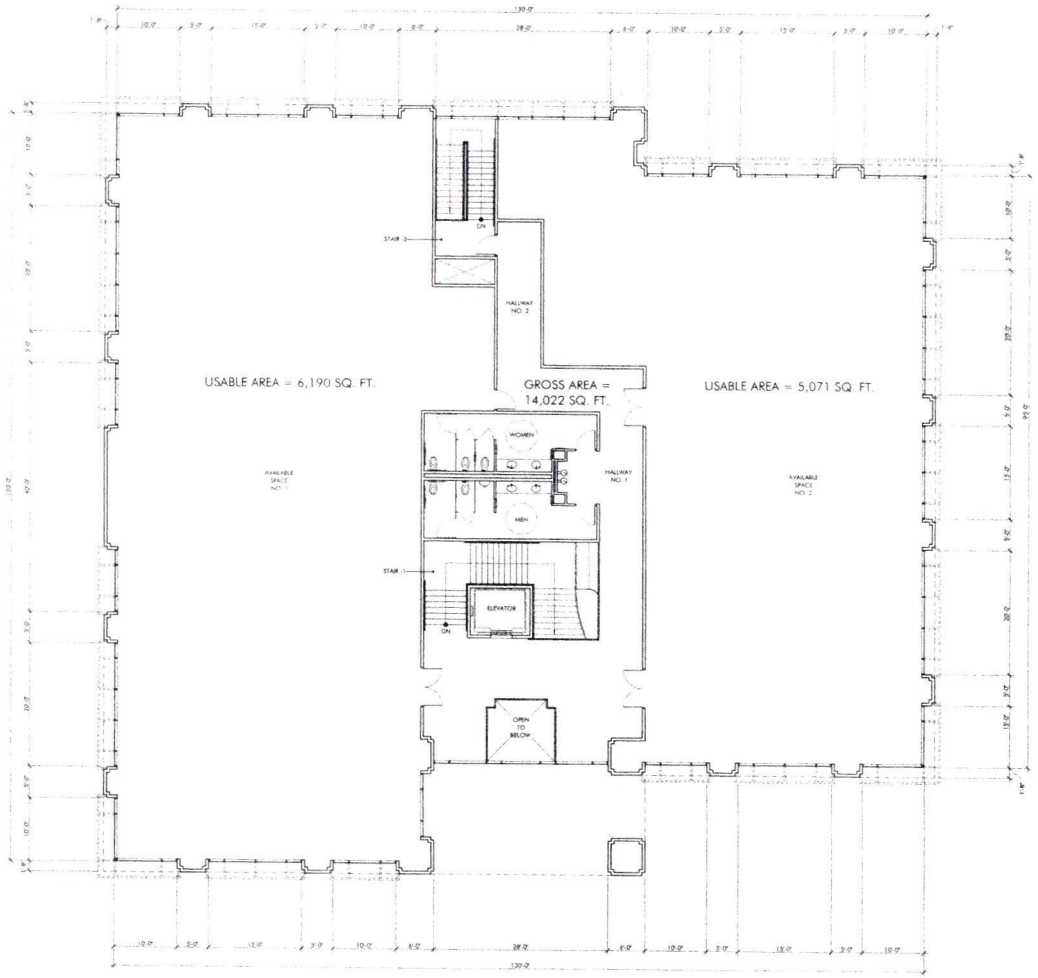
ONE INCH
If this line is not one inch long, this is reduced or enlarged drawing.

REF. NORTH

SCALE 1/8" = 1'-0"

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SHEET NO. A2.1



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REVISIONS

BUILDING A SECOND FLOOR PLAN

SHEET

GOLD CANAL DRIVE OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

ONE INCH

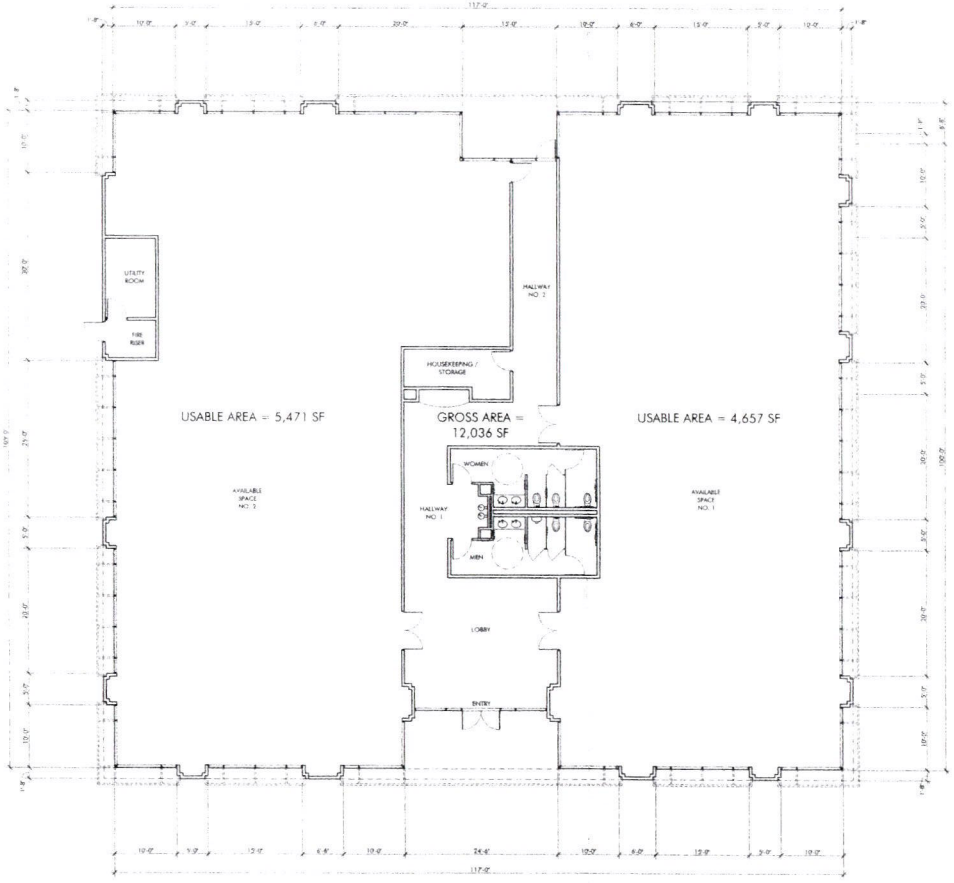
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REF. NORTH

SCALE 1/8" = 1'-0"

JOB NO. GCO-05002

SHEET NO. A2.2



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REVISIONS

BUILDING B
FIRST
FLOOR PLAN

SHEET

GOLD
CANAL DRIVE
OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

ONE INCH

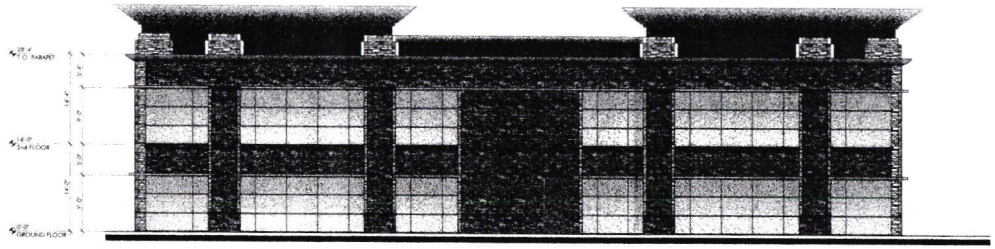
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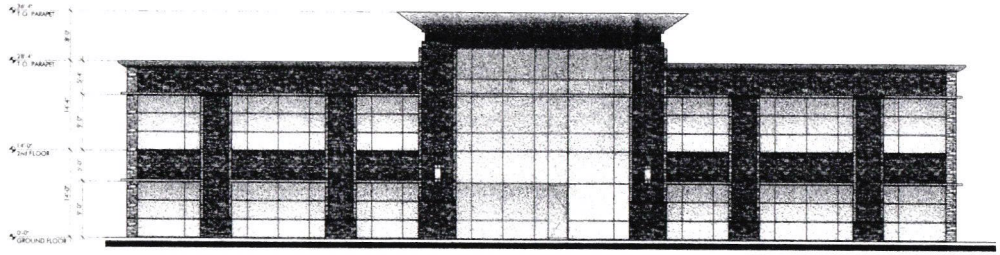
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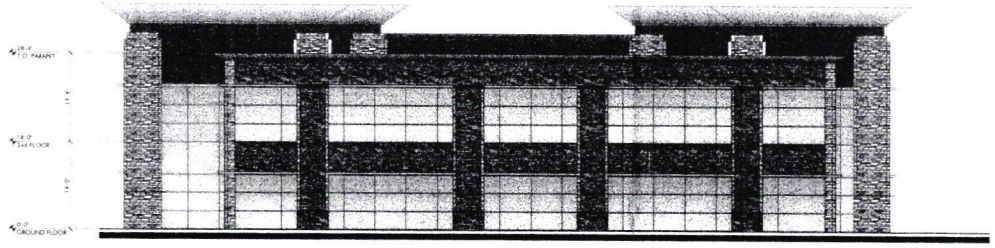
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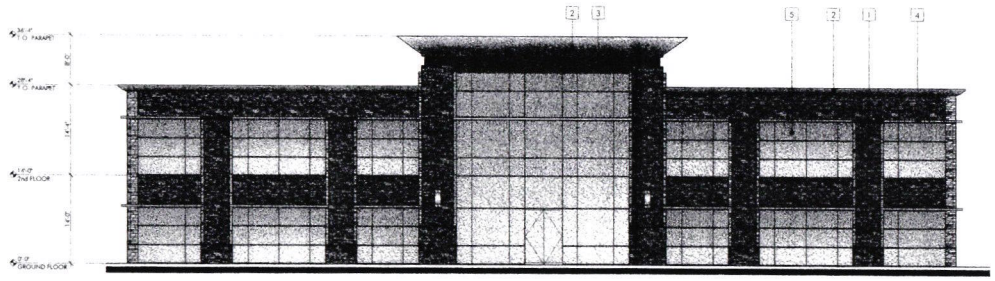
SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

KEY NOTES

1. LEDGE STONE
2. CEMENT PLASTER (COLOR NO. 1)
3. CEMENT PLASTER (COLOR NO. 2)
4. METAL TRELLIS, PAINTED
5. GLASS & FRAME STOREFRONT SYSTEM

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REVISIONS

BUILDING A ELEVATIONS

SHEET

GOLD CANAL DRIVE OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

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SCALE 1/8" = 1'-0"

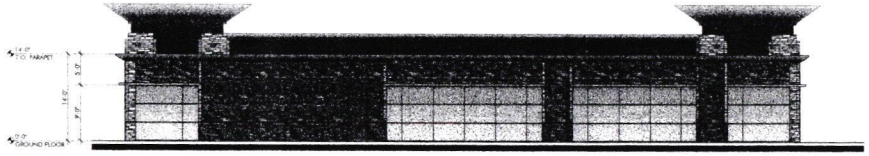
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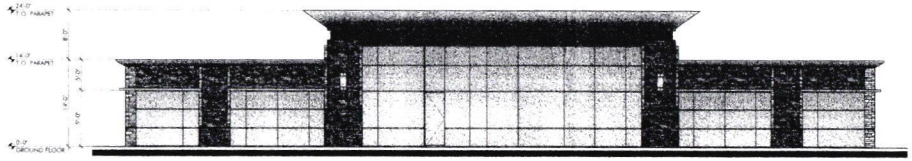
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KEY NOTES

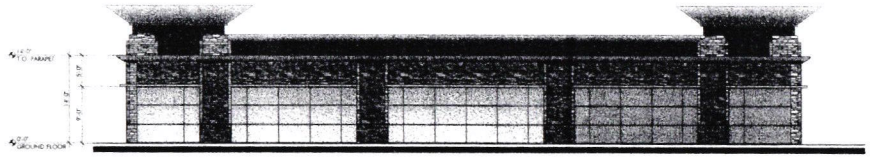
1. LEDGE STONE
2. CEMENT PLASTER (COLOR NO. 1)
3. CEMENT PLASTER (COLOR NO. 2)
4. METAL TRELLIS, PAINTED
5. GLASS & FRAME STOREFRONT SYSTEM



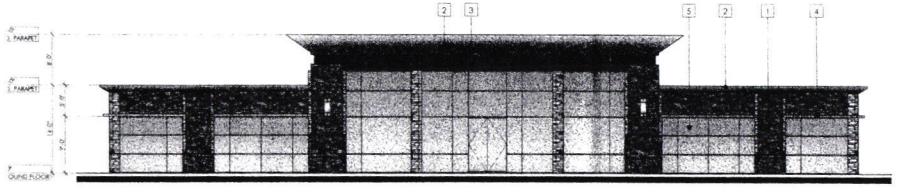
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

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BUILDING B ELEVATIONS

SHEET

GOLD CANAL DRIVE OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

ONE INCH

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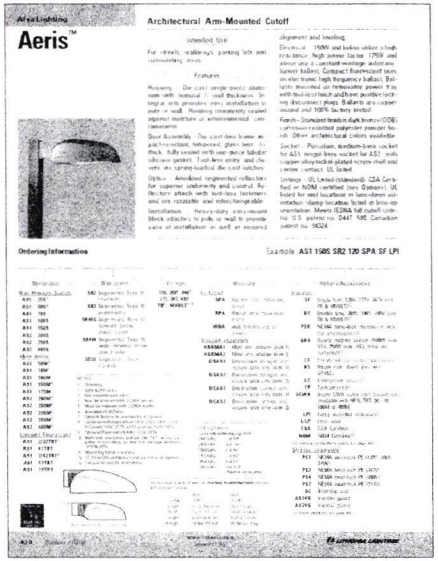
REF. NORTH

SCALE 1/8" = 1'-0"

JOB NO. GCO-05002

SHEET NO. **A3.2**

I:\GCO\GCO-ELEV-B.dwg Jun 24, 2005 - 12:23pm



Aerisx Lighting

Aeris™

Architectural Arm-Mounted Cutoff

Intended Use

For streets, walkways, parking lots and surrounding areas.

Features

Housing — Die-cast single-piece aluminum with nominal .1" wall thickness. Integral arm provides easy installation to pole or wall. Housing completely sealed against moisture or environmental contaminants.

Door Assembly — Die-cast door frame equipped with tempered, flat glass lens 1/4" thick, fully sealed with one-piece tubular silicone gasket. Tool-less entry and closure are spring-loaded die-cast latches.

Optics — Anodized segmented reflectors for superior uniformity and control. Reflectors attach with tool-less fasteners and are rotatable and interchangeable.

Installation — Heavy-duty easy-mount block attaches to pole or wall to provide ease of installation as well as required alignment and leveling.

Electrical — 150W and below utilize a high power factor 277V and above use a constant-wattage autotransformer ballast. Compact fluorescent uses an electronic high frequency ballast. Ballasts mounted on removable power tray with tool-less latch and have positive locking disconnect plugs. Ballasts are copper wound and 100% factory tested.

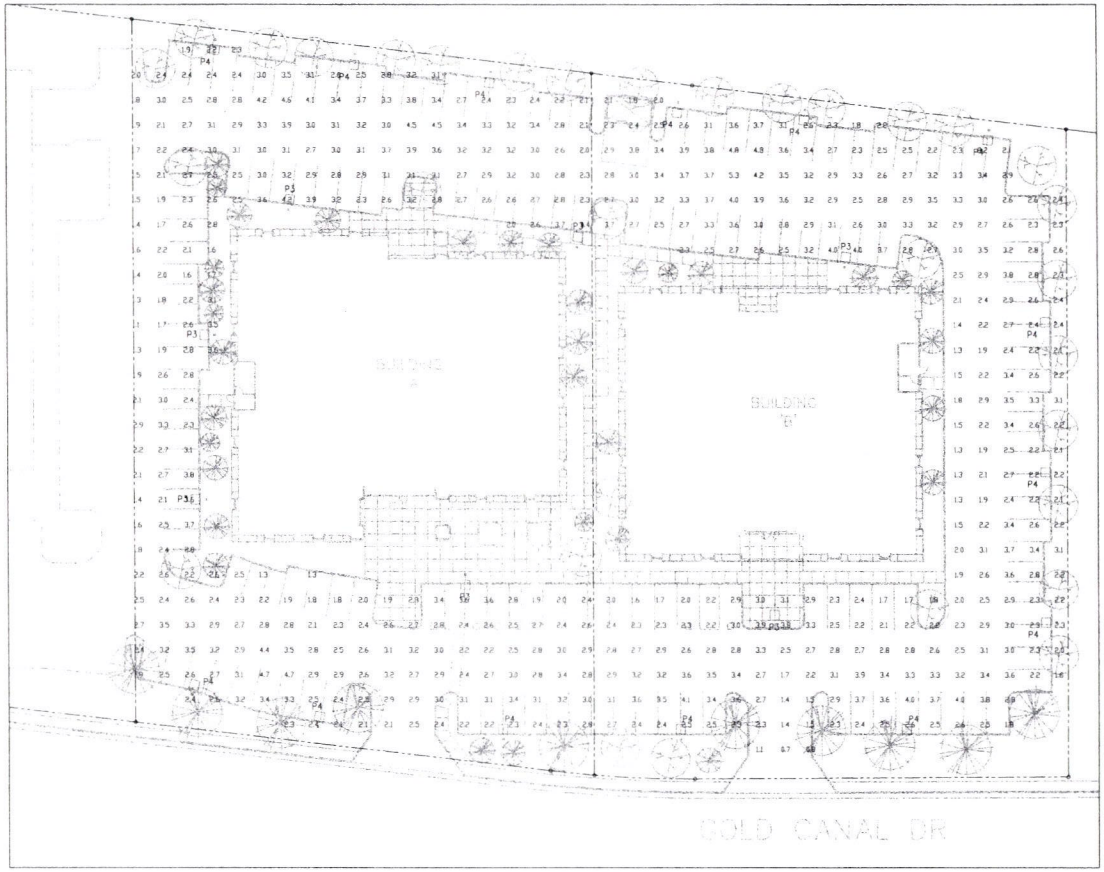
Finish — Standard finish is dark bronze (DDB) with other architectural colors available.

Socket — Porcelain, medium-base socket for ANSI mogul-base socket for ANSI metal-halide vertical base socket for ANSI mogul-base socket for ANSI pulse start metal halide. Copper alloy-backed plated screw shell and center contact. UL listed.

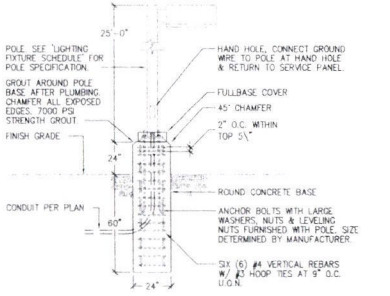
Listings — UL Listed (standard). CSA Certified or NOM certified (see Options). UL listed for wet locations in semi-down or non-cutoff, damp locations listed in any orientation. Meets IESNA full cutoff criteria. U.S. patent no. D447,580. Canadian patent no. 94324.

Ordering Information Example: AS1 150S SR2 120 SPA SF LPI

U.S.A.
UNDERGROUND SERVICE ALERT
1-800-227-2600
CONTACT PRIOR TO THE START OF ANY EXCAVATION ON SITE.



PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"



POLE BASE DETAIL
SCALE: NONE

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	LAMPS NO.	LAMPS TYPE	MOUNTING	REMARKS
P3	LITHONIA #AS2-250M-SR3	1	250W MH	POLE MOUNT 25'-0" ON A 2'-0" BASE SEE B/E0	ARCHITECTURAL POLE MOUNT LUMINAIRE WITH IES TYPE III DISTRIBUTION
P4	LITHONIA #AS2-250M-SR4SC	1	250W MH	POLE MOUNT 25'-0" ON A 2'-0" BASE SEE B/E0	ARCHITECTURAL POLE MOUNT LUMINAIRE WITH IES TYPE IV DISTRIBUTION

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REGISTERED PROFESSIONAL ENGINEER
ROBERT C. HEERBRAN
No. E-10620
EXP. 6-30-2007
ELECTRICAL
STATE OF CALIFORNIA
Date Signed: Aug 18, 2005

CALIFORNIA ENGINEERING CONSULTANTS
10000 Old Placerville Road
Sacramento, CA 95827-2503
Phone: (916) 369-4400
Fax: (916) 369-4402
www.caecorp.com
Robert C. Heerbran 07/18/05 EXP. 6/2007
JOB # 05-403

ISSUE

NO.	DATE	DESCRIPTION

REVISIONS

PHOTOMETRIC PLAN

SHEET

PROJECT

ONE INCH

REF. NORTH

SCALE

JOB NO.

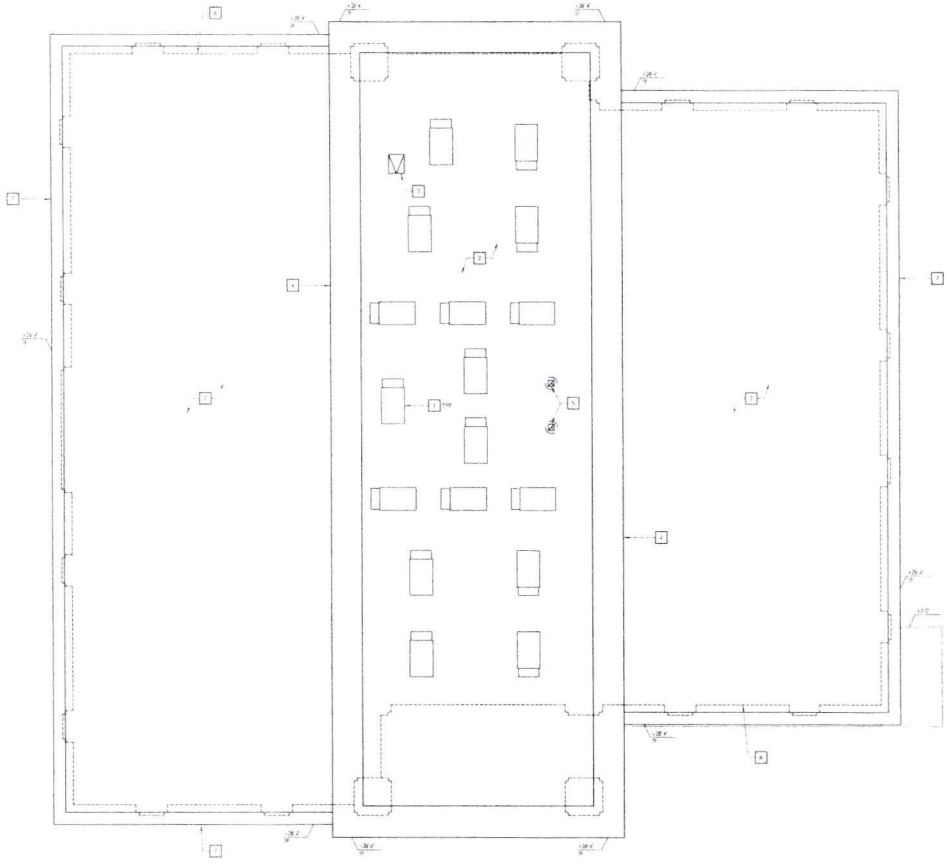
SHEET NO. E0

GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF STUD, OR TO GRID LINE, TYP. (U.O.N.)
B. EXTERIOR GRIDS ARE LOCATED AT BACK OF CONCRETE PANEL (TYP.)
C. ELEVATIONS ARE AT TOP OF STEEL BEAM, U.O.N.
D. MIN. ROOF SLOPE TO BE 2%
E. ROOF DRAINAGE NOT TO FLOW OVER PUBLIC PROPERTY

KEYNOTES

1. MECHANICAL UNIT PER MECHANICAL DRAWINGS
2. CLASS A BUILT-UP ROOF ON RIGID INSULATION
3. ROOF ACCESS HATCH
4. MECHANICAL SCREEN WALL
5. VENT PER MECHANICAL
6. LINE OF WALL BELOW (SHOWN DASHED)
7. CORNICE



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NO.	DATE	DESCRIPTION

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ROOF PLAN

SHEET

BLDG. A
GOLD CANAL DRIV
OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

DATE PRINT
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SCALE 1/8" = 1'-0"

JOB NO. GCO-05002

SHEET NO. **A2.3**

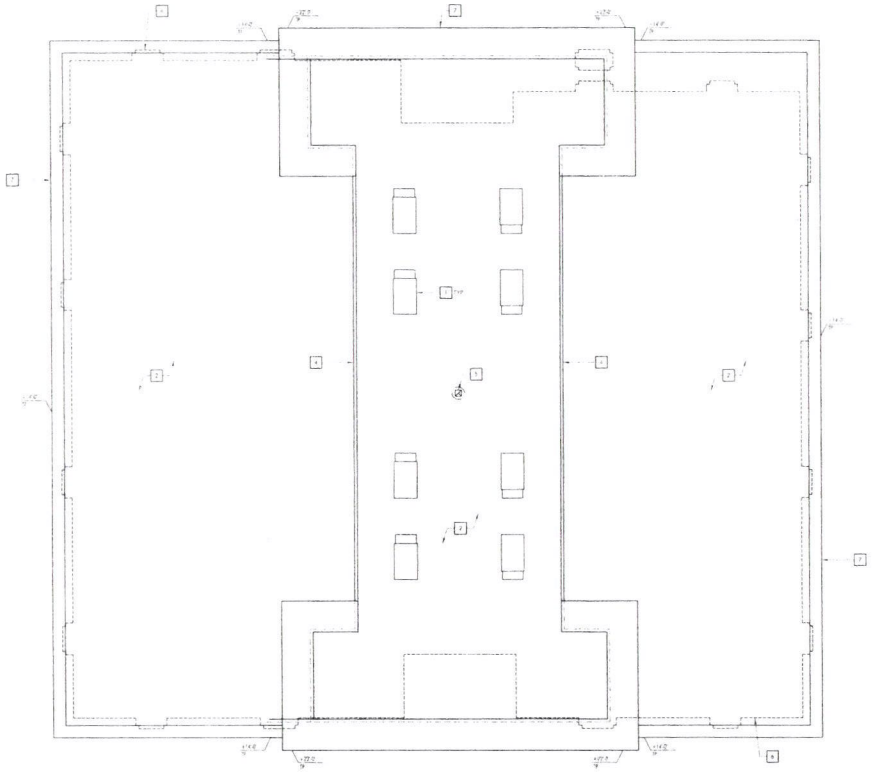
I:\GCO-BLDG A\GCO-A-A203.dwg Aug 18, 2005, 1:19pm

GENERAL NOTES

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B. EXTERIOR GRIDS ARE LOCATED AT BACK OF CONCRETE PANEL (TYP.).
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7. CORNICE



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ROOF PLAN

SHEET

BLDG. B
GOLD CANAL DRIV
OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

ONE INCH

REF. NORTH

SCALE 1/8" = 1'-0"

JOB NO. GCO-05002

SHEET NO. **A2.2**

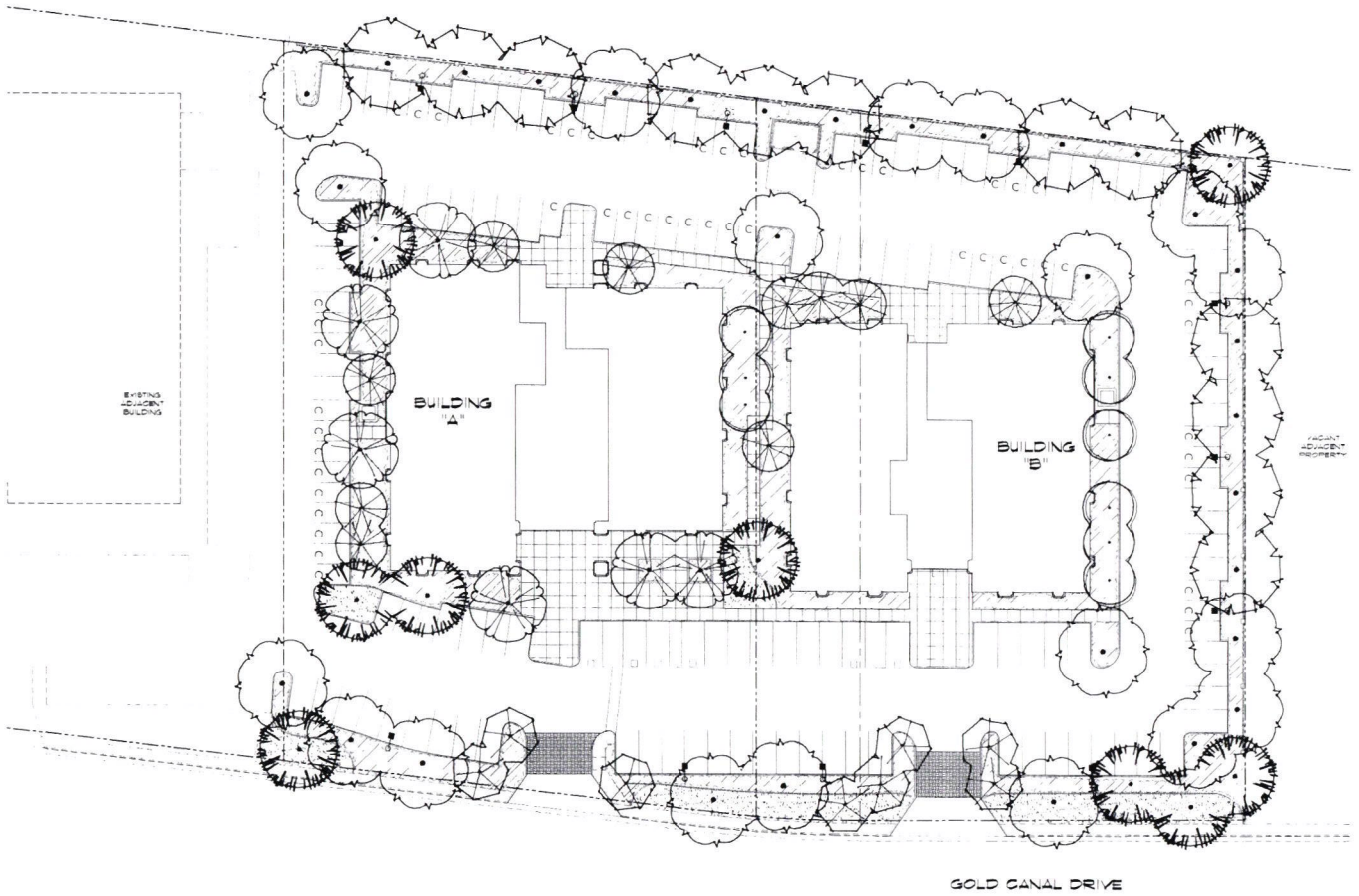
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PARKING LOT SHADE CALCULATIONS:

TREE TYPE	AREA FULL	QUANTITY FULL	3/4	1/2	1/4	SUBTOTAL	TOTAL
20' DIA. TREES:							
ACER PALMATUM	314 SF.	0	0	5	0	1884 SF.	
PRUNUS SUBHIRTELLA	314 SF.	0	2	4	0	1099 SF.	
PYRUS KAWAKAMII	314 SF.	0	0	6	0	942 SF.	
						20' TOTAL	22526 SF
30' DIA. TREES:							
NYSSA SYLVATICA	706 SF.	0	0	4	0	1412 SF.	
SEQUOIA	706 SF.	0	2	2	0	1765 SF.	
						30' TOTAL	3177 SF
75' DIA. TREES:							
QUERCUS AGRIFOLIA	962 SF.	0	0	10	2	9791 SF.	
ULMUS PARVIFOLIA	962 SF.	9	3	10	3	10352 SF.	
						75' TOTAL	19973 SF
						PARKING AREA:	43843 SF
						SHADE REQUIRED: 50%	21922 SF
						SHADE PROVIDED: 50%	21976 SF

PLANT LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
	ACER PALMATUM "SANGO KAKU" / JAPANESE MAPLE	15 GALLON	10
	NYSSA SYLVATICA / TUPELO	15 GALLON	6
	PRUNUS C. "KRAUTER VESUVIUS" / PURPLE PLUM	15 GALLON	8
	PYRUS KAWAKAMII / EVERGREEN PEAR	15 GALLON	9
	QUERCUS AGRIFOLIA / COAST LIVE OAK (LOW BRANCHED)	15 GALLON	12
	SEQUOIA SEMPERVIRENS "APTOS BLUE" / COAST REDWOOD	15 GALLON	9
	ULMUS PARVIFOLIA "TRUE GREEN" / CHINESE ELM	15 GALLON	19
	SHRUB & GROUNDCOVER AREA		
	AGAPANTHUS ORIENTALIS / LILY OF THE NILE	1 GALLON	
	ARCTOSTAPHYLLOS X. "EMERALD CARPET" / EMERALD MANZANITA	1 GALLON	
	DIETES BICOLOR	1 GALLON	
	HELICHRYSUM SANGUINEUM (RED) / CORAL BELLS	1 GALLON	
	HEMEROCALLIS (MIXED EVERGREEN HYBRIDS) / DAYLILY	1 GALLON	
	IRIS DOUGLASIANA / DOUGLAS IRIS	1 GALLON	
	LOROPETALUM CHINESE "RUBRUM" / LOROPETALUM	5 GALLON	
	MAHONIA A. "COMPACTA" / COMPACT OREGON GRAPE	5 GALLON	
	MUHLENBERGIA RIGENS / DEER GRASS	1 GALLON	
	NANDINA DOMESTICA / HEAVENLY BAMBOO	5 GALLON	
	ROSA X. "FLOWER CARPET RED" / LANDSCAPE ROSE	1 GALLON	
	TULBAGHIA VIOLACEA "SOCIETY GARLIC"	1 GALLON	
	VERBENA DAVIDII / DAVID VERBENA	1 GALLON	
	VINCA MINOR "DWARF PURPLE"	1 GALLON	
	XYLOSMA C. "COMPACTA" / COMPACT XYLOSMA	5 GALLON	
	SODDED TURF AREA		
	RECYCLED PLASTIC HEDGEBOARD IN 2" X 4" SIZE		



FWA ARCHITECTURE
PLANNING
INTERIORS

FORRAR WILLIAMS ARCHITECTS
1418 20th St, Sacramento CA95814
Ph: 916.448.2724 Fx: 916.448.4991

LICENSE

Garth Ruffner
Landscape Architect
(916)797-2678

CONSULTANT

NO.	DATE	DESCRIPTION
1	07/22/05	DESIGN REVIEW
2	9/30/05	SCREEN WALL

ISSUE

NO.	DATE	DESCRIPTION

REVISIONS

PRELIMINARY LANDSCAPE PLAN

SHEET

BLDG.'S A & B GOLD CANAL DR. OFFICE BUILDING

RANCHO CORDOVA, CA
PROJECT

REF.: NORTH

SCALE 1" = 20'-0"

JOB NO. 25061

SHEET NO. **L1**

Nothing has been provided in the Agenda Packet for Item 24. This item will be continued to the November 21st City Council Meeting

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

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

SUBJECT: **ZONING CODE AMENDMENTS REGARDING TRASH CONTAINER AND EQUIPMENT SCREENING**

RECOMMENDATION

Conduct second reading of Ordinance No. 27-2005 adopting amendments to Zoning Code development standards for screening of trash containers and mechanical equipment (Attachment 1).

BACKGROUND

On September 6, 2005 City Council adopted Design Guidelines for the City of Rancho Cordova (Resolution No.108-2005). As part of that effort, staff and the Planning Commission recommended adoption of Zoning Code amendments to ensure enough flexibility in the development standards to implement the design guidelines. On September 19th, City Council adopted Ordinance 16-2005 with several Zoning Code amendments to establish design flexibility necessary to implement the Design Guidelines. At that meeting, City Council members identified concerns with the draft changes to the screening provisions for trash containers and mechanical equipment (Sections 305-13.1 and 305-13.2). In keeping with the advise of the City Attorney, the City Council adopted the amendments on September 19th and directed staff to come back at a subsequent meeting to address the concerns expressed.

ANALYSIS

In response to City Council questions and comments, the list below summarizes the proposed amendments to the screening provisions for trash containers and mechanical equipment. Since the last set of amendments, staff recognized that the previous amendments applied only to multifamily development and not to the single-family development within the structure of the existing Zoning Code. Staff is now recommending the creation of a new standard for the placement and screening of trash containers for single-family development (Title III, Chapter 5, Article 1, Section 305-09.6) and changes to previously adopted language for multi-family development for applicability to trash enclosure structures (Title III, Chapter 5, Article 2, Section 305-13.2).

AGENDA ITEM # 25

- Section 305-09.6 (Storage and Screening for Trash and Recycle Containers). Creates new language for the storage and screening of residential trash receptacles applicable to single-family development. The intent is to establish a performance standard for to ensure that storage of trash containers be screened from view of the street. Recommended language is as follows:

  Residential trash receptacles (including recycling and green waste containers) shall not be stored within a required front or street side yard unless screened from view of the public right-of-way in one of the following ways:

  a) *A solid fence not less than four feet in height;*
  b) *Landscape plantings that provide screening to a minimum of four feet in height;*
  c) *Other screening solution that meets the intent to screen containers from view of a public right-of-way.*

  All Design Review applications for new single-family and multi-family residential projects shall include the location and planned screening for storage of required trash receptacles. Exceptions to fence height standards may be granted by the designated Design Review Approving Authority to ensure proper placement and screening of trash receptacles.

- Section 305-13.1 (Setback for Trash and Recycle Containers and Enclosures). Because this section is applicable only to multifamily development, staff is recommending that the language adopted on September 19th be amended back to the original language as listed below. Ordinance 27-2005 (Attachment 1) shows existing and proposed language using track changes.

  All trash and recycle containers and enclosures shall be located within an enclosed masonry area with a surrounding wall at least six (6) feet high and no taller than eight (8) feet, with an appropriate solid gate. The gate shall not be visible from the public street and shall be constructed with metal posts to withstand heavy use. The enclosure shall be consistent in architecture with the project in which it is located. Enclosures for trash and recycling containers shall be located twenty-five (25) feet from any public street, fifteen (15) feet from the edge of pavement of a private street, and twenty five (25) feet from any residential zoned property line. Adequate access for refuse pick-up shall be provided.

- Section 305-13.2 (Setback for Air Conditioning and Mechanical Equipment). Similar to the recommendation to introduce performance standards for the screening of mechanical and related equipment, staff recommends the following text:

  All equipment related to the air conditioning of buildings shall be located twenty five (25) feet from a public street and twenty (20) feet from any property line. Equipment whether on the ground or a roof shall be screened from *view of public right-of ways with a solid wood or masonry fence, landscaping, or a combination thereof. Screening shall be at least as tall as the equipment to be screened.*

If the City Council supports the revised text, the Ordinance is ready for first reading. Any minor amendments to the draft language can be read into the record prior to first reading.

ACTION

Conduct first reading (introduce) Ordinance No. 27-2005 Zoning Code Amendments regarding trash container and mechanical equipment screening.

ATTACHMENTS

1. Ordinance No 27-2005

CITY OF RANCHO CORDOVA

ORDINANCE NO. 27-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING THE CITY OF RANCHO CORDOVA ZONING CODE TITLE 3, CHAPTER 5 (RESIDENTIAL USE DEVELOPMENT STANDARDS) REGARDING PLACEMENT AND SCREENING OF TRASH CONTAINERS AND MECHANICAL EQUIPMENT FOR RESIDENTIAL PROJECTS

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

SECTION 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Zoning Code to refine placement and screening provisions for trash containers and mechanical equipment in residential projects.

SECTION 2: Findings

CEQA

Finding: The amendment to the Rancho Cordova Zoning Code for design flexibility is exempt from the California Environmental Quality Act under CEQA Guideline Section 15061.

Evidence: The proposed amendments to the residential development standards does not have the potential to degrade the quality of the environment. The proposed amendments for design flexibility do not negatively impact the environment because its purpose is to enhance the aesthetic quality of the environment. The proposed changes do not change the allowed use of a property governed by the underlying zoning district regulations.

Zoning Amendment

Finding: The proposed zoning amendment is consistent with the General Plan.

Finding: There is little or no probability of substantial detriment to or interference with the future adopted General Plan if the proposed action is ultimately inconsistent with the General Plan.

Evidence: The amendments to the Zoning Code relate to the establishment of design regulations in keeping with the City's Interim General Plan. Specifically, this

ordinance is consistent with the Vision Book and Draft Land Use Map Book with regards to site planning and architectural quality.

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

Evidence: The amendments to the Zoning Code regarding the placement and screening of trash containers and mechanical equipment do not conflict with any state law or local ordinance.

SECTION 3: Action

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

The City Council hereby establishes Section 305-09.6 of Title 3, Chapter 5, Article 1 applicable to single-family development as follows:

305-09.6 Storage and Screening of Trash and Recycle Containers

Residential trash receptacles (including recycling and green waste containers) shall not be stored within a required front or street side yard unless screened from view of the public right-of-way in one of the following ways:

a) A solid fence not less than four feet in height;
b) Landscape plantings that provide screening to a minimum of four feet in height;
c) Other screening solution that meets the intent to screen containers from view of a public right-of-way

All Design Review applications for new single-family and multi-family residential projects shall include the location and planned screening for storage of required trash receptacles. Exceptions to fence height standards may be granted by the designated Design Review Approving Authority to ensure proper placement and screening of trash receptacles.

The City Council hereby amends Section 305.13.1 of Title 3, Chapter 5, Article 2 as follows:

305-13.1. Setback for Trash and Recycle Containers and Enclosures

All trash and recycle containers and enclosures shall be located within an enclosed masonry area with a surrounding wall at least six (6) feet high and no taller than eight (8) feet, with an appropriate solid gate. The gate shall not be visible from the public

street and shall be constructed with metal posts to withstand heavy use. The enclosure shall be consistent in architecture with the project in which it is located. Enclosures for trash and recycling containers shall be located twenty-five (25) feet from any public street, fifteen (15) feet from the edge of pavement of a private street, and twenty five (25) feet from any residential zoned property line. Adequate access for refuse pick-up shall be provided.

The City Council hereby amends Section 305.13.2 of Title 3, Chapter 5, Article 2 as follows:

305-13.2. Setback for Air Conditioning and Mechanical Equipment

All equipment related to the air conditioning of buildings shall be located twenty-five (25) feet from a public street and twenty (20) feet from any property line. Equipment whether on the ground or a roof shall be screened from view of public right-of ways with a solid wood or masonry fence, landscaping, or a combination thereof. Screening shall be at least as tall as the equipment to be screened.

Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Severability.

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

Section 6: CEQA Compliance

The City Council has determined that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any impact to the environment would occur as a result of adoption of the Ordinance. Any environmental affects associated with adoption and implementation of the Ordinance would be beneficial in nature.

Section 7: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED this _____ day of _____, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Staff Report

DATE: November 7, 2005

TO: Members, City Council
Ted Gaebler, City Manager

FROM: Thomas McMahon
Chief of Police

SUBJECT: OTS GRANT FOR TRAFFIC ENFORCEMENT OFFICER POSITION - REQUEST FOR BUDGET AUGMENTATION - POLICE DEPARTMENT TRAFFIC DETAIL

RECOMMENDATION

With the new growth in the Sunrise/Douglas area and the increase in related traffic, the Rancho Cordova Police Department will require the additional training of officers and purchase of equipment to meet the needs of the city. I am requesting the addition of one traffic officer designated to DUI enforcement and traffic operations. This officer will work from a motorcycle and car. I am requesting you approve receipt of Office of Traffic Safety grant funds, in the amount of $435,606.00, to fund this position for two years beginning January 1, 2006. Grant funding will cover 100% of the salary and benefits for 12 months and 50% of salary and benefits for the second 12 months. Grant funding will pay for two fully-equipped police motorcycles and additional equipment in the amount of $145,100. This includes 10 computers that are linked to electronic citation systems, and two LIDAR speed-measuring devices. Augmentation in the amount of $67,140 in FY 06/07 is necessary to fund 50% of the second year's salary and benefits for the officer. In addition, the grant provides overtime funds in the amount of $79,585 for operations during the grant period.

The costs associated with funding these positions will be added to the costs for the current fiscal year (2005-06) and will be captured and billed to the City as a cost for services for the ongoing contract police services.

BACKGROUND

The planning and implementation of our contract police department recognized the need for additional officers to meet the needs of growth in our city. As growth occurs, the need for additional officers to enforce traffic laws and continue our trend of reducing fatal collisions and reduce injuries and DUI driving grows with it.

Adding an additional traffic officer position will enhance the police department's ability to meet the needs associated with growth in the city and give us greater flexibility in dealing with traffic complaints.

AGENDA ITEM # 26

The following is a list of examples of the duties the traffic officer will perform:

- Investigate collisions
- Focused patrol for DUI drivers
- Speed enforcement
- Illegal street racing enforcement
- Education programs at schools and community events
- Assist patrol officers with calls for service

The DUI enforcement officer will provide dedicated enforcement of DUI and other traffic laws. The officer will also assist patrol officers with collision investigations and traffic complaints.

The new officer will contribute the overall safety of the motoring public in the city by expanding enforcement of traffic laws and dedicating himself to traffic safety. He will increase our ability to provide the best police service in the area.

FISCAL IMPACT

The following is a table of estimated personnel costs associated with establishing the Traffic Team position:

Position	Annual cost
(1) Deputy Sheriff	$67,140 FY 06/07
TOTAL	$67,140

This position will generate revenue for the city in the form of fines and cost recovery fees.

SUMMARY

Approving the position will increase traffic safety in the City of Rancho Cordova. The DUI officer will increase driving safety by removing dangerous drivers from our roadways and reduce the number of persons injured or killed by drunk drivers.

REQUESTED MOTION

"I move that the City Council adopt Resolution No. 144-2005 approving the application for grant funding from the California Office of Traffic Safety and approving the budget augmentation request for the Police Department Traffic Team DUI Officer."

Attachment: Resolution No. 144-2005

CITY OF RANCHO CORDOVA

RESOLUTION NO. 144-2005

A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA APPROVING THE APPLICATION FOR GRANT FUNDING FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY

WHEREAS, the California Office of Traffic Safety has requested concept papers for competitive Traffic Safety Grants; and

WHEREAS, the Sacramento Sheriff's Department is requesting to apply for a grant on behalf of the City of Rancho Cordova to be utilized within the contract for law enforcement services with the Sacramento Sheriff's Department; and

WHEREAS, the City of Rancho Cordova shall be responsible for traffic enforcement within the city boundaries effective July 1, 2004; and

WHEREAS, the grant application will request funding for one motor officer, two fully equipped motorcycles, two LIDAR speed measuring devices, ten computers with electronic ticket writing capability and funding for a variety of traffic safety programs such as DUI checkpoints and DUI reduction programs and proactive enforcement projects; and

WHEREAS, if the grant is awarded it will provide approximately $435,606 to the City of Rancho Cordova to provide these services; and

WHEREAS, the City of Rancho Cordova shall provide funding in the amount of approximately $67,200 as a match toward the officer salary and benefits in the second year of the grant.

NOW, THEREFORE BE IT RESOLVED that the City of Rancho Cordova approves the submittal of the grant application to the California Office of Traffic Safety.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2005.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: Ordinance of the City of Rancho Cordova Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises and Adoption of Resolution Allowing the City Manager to Execute Non-Exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements

RECOMMENDATION

The staff recommendation includes the following three items:

1) conduct the first reading of Ordinance No. 22-2005 titled "Ordinance of the City of Rancho Cordova Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises", which replaces Ordinance No. 15-2003; and
2) approve the attached Resolution No. 140-2005 titled "A Resolution of the City Council of the City of Rancho Cordova, California Authorizing the City Manager to Execute the Commercial Solid Waste and Recyclables Collection Franchise Agreements"; and
3) direct staff to execute the proposed franchise agreement with the commercial solid waste haulers operating in the City of Rancho Cordova, which includes the suspension of the thirty percent (30%) diversion requirement for one year through calendar year 2006.

BACKGROUND AND SUMMARY

In September 2003 the City Council adopted Ordinance No. 15-2003, which allowed the City to regulate private solid waste hauling companies that provide waste collection and recycling services to commercial businesses and multi-family complexes located within the City of Rancho Cordova. Prior to incorporation, these private solid waste haulers were regulated by the Sacramento Regional Solid Waste Authority ("SWA"). In the SWA region approximately 16 private waste haulers hold non-exclusive commercial franchises and are allowed to compete openly for commercial and multi-family accounts.

AGENDA ITEM # 27

The City's Ordinance No. 15-2003 was based upon the similar SWA Ordinance regulating commercial franchisees, and provided continuation rights for holders of a valid SWA franchise to operate in the City of Rancho Cordova through the end of December 2005. Staff have therefore taken steps to adopt a new commercial solid waste ordinance, and to execute new franchise agreements with the commercial solid waste haulers operating in the City.

FISCAL IMPACT

Section 6 of the Commercial Solid Waste and Recyclables Collection Franchise Agreement requires the franchisees to pay an 8 percent franchise fee on gross revenues received for providing commercial solid waste services within the City. Franchise fees are required to be paid monthly, and are due on the first day of the second month immediately following the month in which collection revenues are received. For example, franchise fees on revenues received during January are due to the City on March 1.

The 8 percent franchise fee currently generates revenue in the range of $225,000 to $250,000 per year, which will remain unchanged after the adoption of proposed Ordinance 22-2005.

ISSUES AND DISCUSSION

Staff have convened numerous meetings and participated in extensive, on-going discussions during the past twelve months with three of the current SWA franchisees, including BFI/Allied, Waste Management Inc., and Atlas Disposal. During these meetings and discussions the three franchisees have indicated that it is difficult for them to comply with the current 30% diversion requirement included in the SWA franchise agreement and ordinance for two primary reasons. First, the diversion requirement is placed only on the franchisees, while local businesses have no requirements to participate in recycling or waste reduction programs or activities. In other words, while the franchisees may offer recycling services to local businesses, there is no requirement on the businesses to participate. Second, there are several local companies that collect only "source separated" recyclable materials from local businesses, and also some local businesses that recycle their own materials. The three franchisees have indicated that because they receive no diversion credit for these "other" recycling activities, it is difficult to comply with the 30% diversion requirement.

In previous discussions and written memoranda, the three franchisees have advocated a mechanism whereby the diversion requirement would be transferred from the franchisees to local businesses. For example, under the franchisees proposal most businesses in the City would be required to recycle a specified proportion of the waste materials they generate, and City staff would be responsible for monitoring each business and multi-family complex to verify compliance with the requirement.

Staff have not supported this alternative to-date for several reasons. First, it presents a very difficult administrative and regulatory task for the City. There are literally hundreds of businesses and multi-family complexes located within the City limits, and it would require significant staff time and resources to monitor and regulate them. Second, it represents a significant shift in current City policy to strongly encourage local businesses to voluntarily participate in recycling and waste reduction programs. Finally, the franchisees have advocated levying financial penalties on local businesses for non-compliance with the proposed "generator based" diversion requirement, which staff believe is an unacceptable regulatory mechanism.

SUMMARY OF PROPOSED FRANCHISE AGREEMENT AND ORDINANCE

The following provides the key elements of the proposed franchise agreement and Ordinance no. 22-2005:

- Franchise Requirement: The proposed ordinance requires that a franchise agreement be executed with any company engaged in the business of commercial solid waste collection, transport, recycling and disposal. The attached Resolution No. 140-2005 authorizes the City Manager to execute the franchise agreement with each of the current haulers. The City Attorney has advised staff to execute the Rancho Cordova Franchise Agreements no later than December 31, 2005.

- Suspension of 30% Waste Diversion Requirement Through December 2006: The current SWA franchise agreement and ordinance requires franchisees to divert a minimum of thirty percent (30%) of the solid waste they collect in the City of Rancho Cordova. The thirty percent (30%) diversion requirement is an important component of the City's efforts to comply with the overall fifty percent (50%) diversion mandates of AB 939. Please note that the SWA diversion requirement was set at thirty percent (30%) as opposed to fifty percent (50%) in recognition of the fact that there are other recycling programs and activities outside the purview of the non-exclusive commercial franchises. These include recycling companies that collect only "source separated" recyclables like paper, wood and metals, and some businesses that recycle their own materials like cardboard bales from grocery stores. The combination of the thirty percent (30%) requirement in the commercial franchise agreements and these "other" recycling activities will likely allow the City to comply with the overall fifty percent (50%) diversion requirement of AB 939.

  As stated above, three of the current SWA franchisees, including BFI/Allied, Waste Management Inc., and Atlas Disposal, have indicated that it is difficult to comply with the thirty percent (30%) diversion requirement. The staff recommendation therefore includes suspending the thirty percent (30%) diversion requirement for twelve months through December 2006 in order to allow staff and the

franchisees to work together to identify and implement an alternative that is acceptable to both parties.

Several tasks are scheduled to be completed during the one-year suspension of the thirty percent (30%) diversion requirement in an effort to work towards resolution of this issue, including: 1) request that the franchisees create a record for each of their commercial accounts in the City to document their current recycling efforts and reasons for non-participation; 2) continue to encourage local businesses to participate in recycling programs, and publicly acknowledge those that are operating efficient recycling and waste reduction programs; and 3) target the largest commercial waste generators for waste audits and implementation of new recycling programs.

- Consistency with the SWA: Staff and the franchisees agree that there is a mutual benefit to both the City and the franchisees to maintain consistency with the SWA franchise agreement and ordinance in terms of diversion requirements, reporting, franchise fees, etc. SWA staff and three of the franchisees, including BFI/Allied, Waste Management Inc., and Atlas Disposal, have formed a committee to explore alternatives to the current SWA franchise agreement and ordinance, however the committee has not yet developed an alternative that is ready for implementation. It is the intent of City staff to review the new SWA franchise agreement and ordinance upon completion and, if it is in the City's best interest to do so, to recommend terminating the current franchise agreement in order to execute a new one that is functionally similar to the new SWA franchise agreement.

  Please note that the staff recommendation to suspend the thirty percent (30%) diversion requirement through December 2006 will allow time for the new SWA franchise agreement and ordinance to be completed. Accordingly, Section 20(f) has been added to the proposed City franchise agreement, which reads as follows: *"At the CITY'S sole discretion, this Agreement may be terminated with ninety (90) days written notice to the CONTRACTOR in order to execute a new Agreement that is functionally similar to the new SWA Agreement."*

CONCLUSION

The staff recommendation provides a balance between protecting the interests of the City with regards to the requirement to execute commercial franchise agreements and AB 939 compliance with the interests and concerns of the franchisees.

The staff recommendation includes the following three items:

1) conduct the first reading of Ordinance No. 22-2005 titled "Ordinance of the City of Rancho Cordova Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises", which replaces Ordinance No. 15-2003; and
2) approve the attached Resolution No. 140-2005 titled "A Resolution of the City Council of the City of Rancho Cordova, California Authorizing the City Manager Execute the Commercial Solid Waste and Recyclables Collection Franchise Agreements"
3) direct staff to execute the proposed franchise agreement with the commercial solid waste haulers operating in the City of Rancho Cordova, which includes a suspension of the thirty percent (30%) diversion requirement for one year through calendar year 2006.

Attachments :

1) Proposed Commercial Solid Waste and Recyclables Collection Franchise Agreement Between the City of Rancho Cordova and "Franchisees"

2) Ordinance No. 22-2005: An Ordinance of the City of Rancho Cordova Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises

3) Resolution No. 140-2005: A Resolution of the City Council of the City of Rancho Cordova, California Authorizing the City Manager Execute the Commercial Solid Waste and Recyclables Collection Franchise Agreements

COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND _____

This Agreement is made and entered into this _____ day of _____, 2005, by and between the City of Rancho Cordova, a municipal corporation of the State of California, hereinafter referred to as "CITY", and _____ ("FRANCHISEE").

R E C I T A L S

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

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

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

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

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

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

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

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

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

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all commercial solid waste collected in the CITY and CITY is not instructing Franchisee how to collect, transport, process or dispose of commercial solid waste or recyclables so long as its operation is consistent with CITY Ordinance 22-2005; and

WHEREAS, CITY acknowledges that the Sacramento Regional Solid Waste Authority ("SWA") is currently reviewing the current Franchise Agreement for commercial Franchisees operating in the SWA region, and CITY further acknowledges the benefit of a consistent Franchise Agreement for commercial Franchisees operating in the City and in the SWA region. CITY therefore intends to review the new SWA Franchise Agreement at such time as it is available and, if it is in the CITY'S best interest to do so, terminate this Agreement and execute a new Franchise Agreement in order to maintain regional consistency between the City and the SWA; and

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

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

Section 1. Grant Of Franchise.

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

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

Section 2. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, CITY Ordinance 22-2005, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

Section 3. Term Of Franchise.

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

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

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

Section 4. Conditions for Effectiveness.

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

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

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

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

Section 5. Limitations on Scope of Franchise.

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

Section 6. Franchise Fees.

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

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

c. Such fees shall be in the amount established for commercial solid waste services as set forth in Resolution No. 55-2003 adopted by the CITY Council on September 2, 2003, or in such other amounts as are set forth in any subsequent resolution that may be adopted by the CITY Council. Franchise fees may be modified in the amount and manner of payment at any time during the term of this Agreement by a resolution of the CITY Council. However, the initial franchise fee shall be eight percent (8%) of such received revenues.

d. All FRANCHISEES, including public entities engaged in the collection of commercial solid waste and recyclables, shall pay the franchise fee as set forth in CITY Resolution No. 55-2003, or such other franchise fees as set forth in any subsequent resolution adopted by the CITY Council.

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

Section 7. Franchise Fee Payment.

a. Franchise fees shall be payable on a monthly basis, and shall be due and payable on the first day of the second month immediately following the month in which collection revenue is received. Each payment shall be calculated in accordance with the provisions of this Agreement and Section 16 of CITY Ordinance 22-2005.

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

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

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

e. FRANCHISEE shall pay all required franchise fees to:

City of Rancho Cordova
Attn: Department of Public Works
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

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

Section 8. Ownership of Commercial Solid Waste and Recyclables.

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

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

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

Section 10. Reports

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

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

(1) the commercial solid waste and recyclables tonnage collected and removed within the CITY during the previous quarter;
(2) the commercial solid waste and recyclables tonnage collected and removed during the previous quarter within the CITY that was diverted and the location of the facility(ies) where such commercial solid waste and recyclables were diverted;
(3) the commercial solid waste and recyclables tonnage collected and removed within the CITY that was disposed of during the previous quarter and the location of the disposal facility where the disposal of such waste and recyclables occurred; and
(4) the Franchisee's progress in implementing its Diversion Plan and achieving the diversion performance requirements set forth in Section 23 of CITY Ordinance 22-2005.

b. FRANCHISEE shall maintain quarterly records, on forms prescribed by the CITY Public Works Director, containing such information as may be required by the CITY Public Works Director pertaining to the number and types of accounts served by the Franchisee. This information shall be provided to the CITY Public Works Director upon request. If, upon review, the CITY Public Works Director determines that FRANCHISEE has claimed credit for the diversion of commercial solid waste and recyclables that is already being diverted by a third party for purposes of satisfying the diversion requirements set forth in Section 23 of Ordinance 22-2005, such action by the FRANCHISEE shall constitute cause for termination or suspension of the Franchise pursuant to Section 14 of CITY Ordinance 22-2005 and Section 20 of this Agreement.

c. The CITY Public Works Director shall establish guidelines, forms and other appropriate material to assist FRANCHISEE in preparing the reports required by this section. A FRANCHISEE's failure to file the reports required by this Section shall constitute cause for termination or suspension of its Franchise pursuant to Section 14 hereof of CITY Ordinance 22-2005 and Section 20 of this Agreement.

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

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

f. As part of an investigation for terminating a Franchise for cause and upon the reasonable request of the CITY Public Works Director, FRANCHISEE shall submit to CITY monthly reports including a listing of each container size in the CITY from which FRANCHISEE collected commercial solid waste or recyclables during the reportable month; the number of collections of each listed container size during the reportable

month; the total volume of commercial solid waste and recyclables collected in the CITY during the reportable month; the total weight (in tons) of commercial solid waste and recyclables disposed of by FRANCHISEE at landfills and transfer stations during the reportable month; the total weight and the weight by material category (in tons) of commercial solid waste and recyclables disposed of by FRANCHISEE at recycling and materials recovery facilities during the reportable month; the total weight and the weight by material category (in tons) of commingled recyclables disposed of by FRANCHISEE at recycling and materials recovery facilities during the reportable month; the number of service locations by volume (cubic yards) of service provided; FRANCHISEE's gross receipts for collection services provided in the CITY during the reportable month; and such additional information as may be required by the City Public Works Director. Such monthly reports shall be prepared in a form as required by the CITY Public Works Director.

Section 11. Inspection Authority.

a. FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under the Franchise granted pursuant to City Ordinance 22-2005; all commercial solid waste and recyclables collected, transported, processed and/or disposed of; the source of such commercial solid waste and recyclables; and the final destination of such commercial solid waste and recyclables. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Ordinance and the Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of the CITY. The CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.

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

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

Section 12. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Proof of Insurance. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed or personally delivered to the address provided in Section 22 of this Agreement.

FRANCHISEE ACKNOWLEDGES THAT UNDER CITY ORDINANCE 22-2005 SECTION 38 THE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE GRANTED TO FRANCHISEE WILL NOT BECOME EFFECTIVE, AND FRANCHISEE WILL HAVE NO AUTHORITY TO PERFORM COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION IN THE CITY, UNLESS FRANCHISEE PROVIDES SATISFACTORY PROOF OF INSURANCE PRIOR TO BEGINNING OPERATIONS AS A FRANCHISEE.

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

Section 13. Indemnity.

FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless the CITY and its agents, officers, servants, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CITY employees,

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

Section 14. Equipment.

a. Any and all containers provided to waste generators by FRANCHISEE for storage, collection or transportation of commercial solid wastes or recyclables shall meet the requirements of Section 31 of CITY Ordinance 22-2005.

b. Any and all vehicles used by FRANCHISEE to perform commercial solid waste and recyclables collection services shall meet the requirements of Sections 40, 41 and 42 of CITY Ordinance 22-2005.

Section 15. Abandoned Containers.

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

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

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

(1) FRANCHISEE's failure to remove the container within the time period specified by the CITY Council upon termination of the Commercial Solid Waste and Recyclables Collection Franchise pursuant to Section 14 of CITY Ordinance 22-2005;

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

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

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

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

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

Section 17. Personnel.

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

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

Section 18. Compliance With Law.

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

Section 19. Permits and Licenses.

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

Section 20. Default, Termination.

a. Default. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or CITY Ordinances, CITY Public Works Director and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the

informal resolution or cure of the breach within ten (10) business days, the CITY Council shall have the right to terminate this Agreement if:

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

(2) FRANCHISEE fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) days from the date of the notice given by the CITY Public Works Director under Section (1) above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.

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

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

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

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

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

(5) *Acts or Omissions*. Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, CITY Ordinances, AB 939, as it may be amended

from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if the FRANCHISEE should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

(6) *Termination of Service*. In the case of a breach related to the above sections, and the breach continues for more than thirty (30) calendar days after written notice from the CITY Public Works Director for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, the FRANCHISEE shall not be in default of this Agreement if FRANCHISEE shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

c. Termination. Upon the occurrence of a material breach, the CITY Council shall have the right to terminate this Agreement pursuant to the provisions in CITY Ordinance 22-2005. In the event the FRANCHISEE fails to cure the material breach specified in a written notice from the CITY Public Works Director, then failure to cure may result in a declaration of termination of this Agreement by CITY as provided by Section 14 of CITY Ordinance 22-2005.

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

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

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

Section 21. Conditions Upon Termination.

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

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

(2) FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed pursuant to Section 7 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 10 of this Agreement.

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

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

Section 22. Notices.

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

To CITY:

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

To FRANCHISEE:

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

Section 23. Relationship of Parties

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

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

Section 24. Compliance with Law

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

Section 25. Governing Law

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

Section 26. Jurisdiction

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

Section 27. Assignment

a. FRANCHISEE acknowledges that this Agreement involves rendering a vital service to the businesses within the CITY, and that the CITY has franchised FRANCHISEE to perform the services specified herein based on (1) FRANCHISEE'S experience, skill and reputation for conducting its commercial solid waste and recyclables collection in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good commercial solid waste and recyclables management practices, and (2) FRANCHISEE's financial resources to maintain the required equipment and to support its indemnity obligations to the CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing the FRANCHISEE to perform the services to be rendered by the FRANCHISEE under this Agreement.

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

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

Section 28. Binding on Successors

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

Section 29. Waiver

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

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

Section 30. Franchisee's Investigation

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

Section 31. Entire Agreement

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

Section 32. Interpretation

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

Section 33. Amendment

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

Section 34. Severability

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

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

CITY OF RANCHO CORDOVA, a municipal corporation

By _____
Ted Gaebler, City Manager
City of Rancho Cordova

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FRANCHISEE

_____
Name (Print)

_____
Title

_____
Company

_____
Date

_____
Signature

CITY OF RANCHO CORDOVA

ORDINANCE NO. 22-2005

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA REGULATING COMMERCIAL SOLID WASTE COLLECTION, TRANSPORTATION OR DISPOSAL AND ESTABLISHING COMMERCIAL SOLID WASTE COLLECTION FRANCHISES

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

Section 1. Purpose and Declarations.

A. It is hereby declared and determined that the business of collecting and subsequently transporting, transferring, disposing and/or recycling of commercial solid waste generated, kept or accumulated within in the incorporated limits of the City of Rancho Cordova affects the health, safety, public welfare and quality of life of the inhabitants of the City. The City further declares that the business of collecting and disposing of commercial solid waste is a public service and should be regulated by the City. The use of any public street or public property in connection with such business is of great concern to the City and should be regulated by the City. Therefore, it is the purpose of this ordinance to provide such regulation.

B. It is the further purpose of this ordinance to regulate such business in order to ensure its orderly operation, and to minimize the adverse effects it may have on the local environment. It is also the purpose of this part, aside and apart from regulation, to require compensation for the value of the franchise issued by the City.

C. It is the further purpose of this ordinance to provide for the uniform regulation of commercial solid waste collection, removal and transportation within the geographical area of the City.

D. It is the further purpose of this ordinance to provide a mechanism to require the diversion of a sufficient portion of the commercial solid waste stream generated within the City's jurisdiction to enable the City to meet the solid waste diversion requirements set forth in Public Resources Code Section 41780. It is the intent of the City Council in this regard to require all holders of a commercial solid waste franchise to satisfy the diversion requirement of this Ordinance through the diversion of solid waste that is currently being disposed of in solid waste facilities. It is the intent of the City Council in establishing a diversion requirement for the franchise holders to take into account the existing diversion of recyclable materials by recycling business, brokers, and generators that would otherwise become solid waste. It is not the City Council's intent to allow franchise holders to satisfy this diversion requirement by assuming credit for the diversion of recyclable material that is currently being diverted by other parties.

E. The City hereby elects to have the grant of franchises governed by this ordinance, and any ordinances amendatory thereof, and these provisions shall constitute the exclusive procedure applicable to the granting of franchises for the conduct of the business of collecting, transporting or disposing of commercial solid waste.

F. If any portion of this Ordinance is for any reason held invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining part of this Ordinance.

Section 2. Definitions.

Unless the context otherwise requires, the definitions set forth in this section shall govern the interpretation of this Ordinance.

A. "Administrator" means the Administrator of the City's Solid Waste Program. The City Council shall designate by resolution the Administrator.

B. "City Council" means the City Council of the City of Rancho Cordova.

C. "City Clerk" means the City Clerk of Rancho Cordova.

D. "City Engineer" means the Engineer of the City of Rancho Cordova.

E. "City Limits" means the territorial jurisdiction of the City.

F. "Collection" means the act of collecting and removing solid waste at the place of waste generation.

G. "Commercial solid waste" means solid waste generated by commercial and industrial sources and multi-family dwellings units as defined in subdivision (l) hereof.

H. "County" means the County of Sacramento.

I. "Franchise" means a Commercial Solid Waste Collection Franchise issued under the provisions of this Ordinance to engage in the business of collecting, removing and transporting solid waste generated by commercial, industrial, or multifamily dwelling units within the City.

J. "Franchisee" means a person or entity holding a Franchise issued pursuant to this Ordinance.

K. "Materials recovery facility or MRF" means a permitted solid waste facility where solid waste or recyclable materials are sorted, or separated, by hand or by use of machinery, for the purposes of recycling or composting. This definition shall apply only within the framework of materials recovery facility services and reporting of this Ordinance.

L. "Multi-family dwelling units" means five or more residential dwelling units located on a single parcel of land.

M. "Person" means an individual, firm, limited liability company, association, partnership, industry, public or private corporation, or any other entity whatsoever.

N. "Police Chief" means the Chief of Police of the City of Rancho Cordova.

O. "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place. Recycling does not include transformation as defined in Public Resources Code Section 40201.

P. "Recycling facilities" means those facilities or operations that receive, process, and transfer to market recyclable materials that have been source separated from the solid waste stream.

Q. "Recyclable material" or "recyclables" means materials that have been separated from the solid waste stream prior to disposal for the purpose of returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place, and that are not landfilled.

R. "Removal" means the act of taking solid wastes from the place of waste generation.

S. "Rubbish" means non-putrescible solid wastes such as ashes, paper, cardboard, tin cans, yard waste, wood, glass, bedding, crockery, plastics, rubber by-products and litter.

T. "Solid waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, , discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid waste does not include hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with section 25800) of Division 20 of the Health and Safety Code or medical waste. Solid waste does not include recyclable materials set out for separate collection for the purposes of recycling, and that are not land filled.

U. "SWA" means the Sacramento Regional Solid Waste Authority.

V. "Treated medical waste" means medical waste as defined in subsection (a) of Health and Safety Code Section 25023.5.

W. "WMRD" means the Waste Management and Recycling Division of the County's Public Works Agency.

Section 3. Collection or Transportation Prohibited.

Except as authorized by Section 5 hereof, it shall be unlawful for any person to engage in the business of collecting, removing or transporting, or otherwise organize, direct or sponsor the collection, removal or transportation of, commercial solid waste within the City without possessing a valid Franchise granted by the City.

Section 4. Franchise Requirement.

It is unlawful for any person to engage in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the City unless:

A. A franchise therefore has first been granted pursuant to the provisions of this ordinance and such franchise is in full force and effect; and

B. A written franchise agreement therefore has been executed between such person and the City and such agreement is in full force and effect.

Section 5. Exempt Collection or Transportation.

The following persons shall be authorized to organize, direct or sponsor the collection, removal or transportation of commercial solid waste within the City, or collect, remove or transport such solid waste, without a Franchise:

A. The United States, State of California, a city, a special district or other local public agency, or any employee or member of the Armed Forces thereof, when collecting or transporting solid waste produced by operation of the public entity under a system of solid waste collection and transportation operated and maintained by the public agency;

B. The owner, operator or occupant or employee of a farm or ranch consisting of five acres or more, when transporting for off-site disposal solid waste accumulated as a result of operation of the farm or ranch;

C. An owner or occupant of a residential unit, when collecting or transporting rubbish, not containing garbage, from his or her residential premises to a lawful point of disposal;

D. A residential construction contractor, commercial gardener or those engaged in the business of cleaning residential or commercial properties and employees thereof, when collecting or transporting rubbish consisting of by-products of the services provided to a lawful disposal location;

E. A person or employee thereof, when collecting or transporting dead animals, bones, meat scraps or food waste resulting from food processing plants for tallow or fertilizer, or other waste material to be used as raw material in manufacturing, or solid waste that is collected without charging a fee to the customer for purposes of salvage, provided that such persons shall reuse or recycle or cause to be reused or recycled all materials collected, and shall not transport or arrange for the transport of any collected materials to a disposal site; and

F. An operator or employee thereof of one or more industrial plants which are under single ownership, when collecting or transporting wastes which cannot be handled by standard solid waste collection equipment or which involve significant health, operating or handling hazards, including but not limited to, rice hulls, tomato pulp, chemical residues, explosives, and other toxic, noxious or hazardous substances, provided that all such wastes shall be deposited at an appropriate disposal area permitted pursuant to California State Solid or Hazardous Waste Management Standards.

G. Construction and demolition waste or debris removed from a premise by a licensed demolition or construction contractor using its own employees and its own or rented equipment as an incidental part of a total service offered by that contractor rather than as a hauling service.

H. Hazardous waste, medical waste and designated waste regardless of its source.

I. By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.

J. Residue or non-processable waste from a solid waste management facility, including material recovery, composting, and transformation facilities.

K. Waste generated by municipal corporations and other governmental agencies using their own vehicles engaged in the collection, transportation, or disposal of solid waste within the City.

Section 6. City Council Authority to Grant Franchise**.**

A. The City Council may and is hereby empowered to grant to a qualified applicant a nonexclusive franchise to engage in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the City.

B. The City Council may grant a franchise to an applicant based on compliance with this ordinance. Any grant of a franchise by the City Council may be subject to such terms, conditions, rules, regulations, restrictions, and limitations as the City Council deems necessary to protect the public health, safety, or welfare.

C. The City Council hereby empowers and grants to the Administrator the authority to administer and negotiate non-substantive changes to the franchise agreements. The City Council may delegate authority by resolution to the Administrator to administer, negotiate and execute franchise agreements.

Section 7. Franchise Terms and Conditions**.**

A. All franchises shall be subject to the terms and conditions specified in this ordinance, in the Franchise Agreement and in all other applicable federal, state and local laws and regulations.

B. In granting any franchise, the City Council may prescribe such other additional terms and conditions, not in conflict with this ordinance, as in the judgment of the City Council are in the public interest.

C. Each Franchisee shall provide commercial solid waste collection, removal, recycling, and transportation services consistent with the provisions of this Ordinance, the terms and conditions of the Franchise issued to the Franchisee, and any applicable Federal, State, or local statute, ordinance, rule or regulation.

D. Each Franchisee shall provide services without undue interruptions caused by mechanical failures or other inadequacies of equipment and shall utilize equipment in quantities and of an age and quality

adequate for the provisions of reliable service and to provide preventive and repair maintenance of such equipment sufficient to ensure reliability.

Section 8. Application for Franchise.

A. All applications for franchises pursuant to this Ordinance shall be in writing and shall be filed with the Administrator.

B. Each application for a franchise shall be submitted by the Applicant on a form provided by the Administrator. The application shall include all attachments required by the Administrator. At a minimum, the application shall contain the following information:

1. Identification.

   (a) The name and address of the Applicant.

   (b) Business Address and telephone number of the Applicant.

   (c) Address where all vehicles and operating equipment used within the City will be kept.

   (d) If the applicant is a partnership, the Applicant shall include the name and address of each partner, general, limited or otherwise, owning more than ten percent (10%) ownership in the partnership and their percentage of ownership.

   (e) If the applicant is a corporation, the application shall state the names and addresses of the corporation's directors, date and place of incorporation, main offices, major stockholders and associates, and the names and addresses of the parent and subsidiary companies.

   (f) If the applicant is an affiliate or a franchised operation of another corporation (not to be confused in this instance with a solid waste franchisee of the City), the applicant shall list the names and addresses of the parent or subsidiary companies, together with a description of their business interests and/or ownership.

   (g) If the applicant is a joint venture or other combination of persons and corporations identify separately the names and addresses of each member of the joint venture or combined effort, together with their percentage interest.

2. Business Operations. The names of the executive, operational and financial managers to be used in connection with the solid waste collection services, together with documentation that such persons and the applicant have sufficient experience in solid waste handling to perform solid waste collection services in the City.

(a) Attestation that books and accounts of all revenue and income arising out of its operations will be kept in a manner that conforms to Generally Accepted Accounting Principals.

(b) A statement that the applicant shall obtain insurance prior to commencing business subject to the franchise agreement.

(c) A statement that the applicant shall maintain and report on a timely basis all operational information and data elements reasonably required by the City to comply with its reporting requirements such as those established under AB 939, and as defined in the franchise agreement.

(d) A complete listing and explanation of any civil or criminal rulings or judgments in excess of five thousand dollars ($5,000), or convictions against applicant, any of applicant's partners, major stockholders, corporate directors or parent or subsidiary companies, occurring within the last five (5) years. Applicants that are subject to the periodic reporting requirements of Section 13(a) of the Securities Exchange Act, may, in lieu of the information required by Section 8.B.(2)(d), submit the information reported pursuant to 17 CFR §§ 229.103 (Legal proceedings) and 229.403 (Security ownership of certain beneficial owners and management) on the most recent form 10-K filed by the Applicant with the Securities and Exchange Commission.

3. Facilities and Equipment.

(a) A description of all vehicles and equipment that the applicant owns, has control of, or intends to acquire for the collection, transportation, or disposal of commercial waste in the City and which are subject to the provisions of the franchise agreement. A statement as to whether said vehicles and equipment are self-unloading and equipped with audible automatic back-up warning devices. The minimum vehicle description for existing vehicles shall include Vehicle Identification Number (VIN) and license plate number.

(b) Evidence demonstrating that the applicant owns or will have access to suitable facilities for keeping vehicles and equipment clean and in good repair, and that the applicant owns or will have access to reasonable office and billing facilities.

(c) Evidence demonstrating that the applicant owns or will have the legally enforceable right to use at least two collection vehicles, the bodies of which are closed, leak resistant, and constructed for the purpose of solid waste collection, transportation, and disposal. In the alternative, for the purposes of this provision, an applicant may demonstrate by the evidence that they service and transport open-top roll-off boxes for the collection, transportation, and disposal of non-putrescible waste and/or roll-off compaction boxes which are closed, leak resistance, and are constructed for the purpose of solid waste collection, transportation, and disposal.

4. Financial Resources. Applicant shall provide proof satisfactory to the Administrator that the applicant has adequate financial resources to conduct commercial solid waste collection services.

5. Diversion Plans. Each Franchisee shall submit a Diversion Plan with their Franchise Application. The Diversion Plan shall include a detailed description of how the Franchisee intends to comply with the diversion requirements set forth in Section 23 hereof. The Diversion Plan must include a plan describing how the Franchisee intends to satisfy its diversion requirements by diverting recyclable materials from commercial solid waste that is being disposed of in solid waste facilities.

6. Application for Police Chief Review.

   (a) The City may request that the Police Chief review each franchise application prior to the City issuing a Franchise. The Administrator may refer all franchise applications or renewals pursuant to this Ordinance to the Police Chief who, in conjunction with City staff, shall make such investigation of the applicant as the Police Chief deems necessary in order to determine whether the applicant's character or the business responsibility of the firm the applicant represents is satisfactory. The requirements of this section apply to all pending or future applications or proposals for issuance or renewal of such Franchise pursuant to this Ordinance. The Police Chief's investigation may include, but is not limited to, obtaining the fingerprints and a photograph of the applicant, or any other person connected with the firm which the applicant represents, and the obtaining of reports from the state and federal law enforcement agencies and reports from any other appropriate sources.

   (b) If requested to review an application, the Police Chief shall evaluate each franchise application or proposal to determine whether the operation of the business which the applicant or party submitting the proposal represents would involve an unreasonable risk to the health, safety or general welfare of the public. In making such a determination the Police Chief shall consider the character of the applicant or party submitting the proposal and each director, officer, manager and other person who exercises policy control over the operations of the applicant or proponent, the business responsibility of the firm which the applicant or party submitting the proposal represents, and the manner in which the firm intends to conduct its business.

   (c) The Police Chief shall notify the Administrator of the results of the investigation conducted pursuant to this section. If the Police Chief recommends disapproval of the application or proposal, the reasons for disapproval shall be specified in writing. The Police Chief shall forward a copy of the statement of reasons to the Administrator and shall provide a copy to the applicant or party submitting the application.

7 Other.

(a) Any other evidence that demonstrates that the applicant is able to render collection and subsequent transportation, and/or disposal services in accordance with applicable federal, state and local statutes.

(b) Such additional information as may be reasonably requested by the Administrator.

(c) During the application or proposal period and during the full term of any Franchise all information contained in the franchise application shall be kept up-to-date by the applicant who shall file a new verified statement within forty-eight (48) hours of any change indicating in detail the nature of any change in the information.

C. The application shall be signed by the person applying for the solid waste collection franchise or, in the case of a partnership or corporation, by a person authorized to bind the partnership or corporation.

Section 9. Franchise Application Review Process**.**

A. The City Council may award franchises for the collection of commercial solid waste within the City to applicants meeting all of the qualifications of this Ordinance.

B. Applicants may submit their completed application for a franchise, as provided in Section 8, to the Administrator for review and consideration at any time. The Administrator shall review such submittals and either make a recommendation to the City Council to award such franchise, or notify applicant of denial, within sixty (60) days of receiving a completed application.

C. The Administrator shall take into consideration all components of the completed application, including but not limited to:

1. The ability of the applicant to meet all terms of the agreement;

2. Any history of civil or criminal convictions that may compromise the public's interests; and

3. The completeness, accuracy, and validity of the application.

The Administrator shall also have the authority to verify independently any and all statements made and implied in the application. The Administrator may also request clarification from applicant of any or all elements of the submitted application.

D. After the sixty (60) day review period, the Administrator shall either:

1. Deny an award and notify the applicant in writing of the reasons why the award was denied; or

2. Recommend to the City Council that a franchise be awarded.

E. Upon concurrence with a positive recommendation, the City Council will award the franchise or will delegate authority to the Administrator to award the franchise within a reasonable period of time. The Administrator will notify applicant in writing of an award.

Section 10. Appeal Upon Denial of Award.

A. Within thirty (30) days of written notification of award denial or within sixty (60) days of Administrator's failure to act on the franchise application, applicant has the right to meet with the Administrator to review the items cited in the written notice and provide any additional evidence to support an award. Within fifteen (15) days of such meeting, the Administrator will make a final, written determination of the application, based on the reviews of additional evidence, together with the original application. Administrator will send a copy of all final, written determinations, including reasons for denial, if any, to both applicant and the City Council.

B. Applicant may, within ten (10) days after receiving the Administrator's final denial, request a public hearing before the City Council by submitting to the City Clerk a written petition for an appeal hearing. If a public hearing is requested, the City Clerk shall set the matter for hearing at the next regularly scheduled City Council meeting or any later date as agreed upon by the applicant and Clerk of the City Council. At such hearing, applicant may present evidence in writing and through testimony of its employees and others relevant to the application. During such hearing, the City Council may demand from the applicant such additional information as the City Council may deem relevant and necessary. Standard rules of evidence are not in effect at such public hearing, and the applicant shall have the burden of proof to show facts demonstrating that the applicant does in fact meet the requirements of this ordinance. Any hearing may be continued or adjourned to a stated time and place without the giving of further notice. The City Council will provide applicant with a written explanation of its determination on the application within thirty (30) days of such hearing. The City Council's decision is final.

C. If the term of an applicant's existing franchise expires while the application is under City review, the City Council or the Administrator may administratively extend the term for such period of time as is required to complete the appeal process.

Section 11. Awarding of Franchise.

A. A franchise shall become effective only once the applicant and the City have signed a written agreement, and upon applicant's satisfying all of the requirements and conditions set forth in both this ordinance and the franchise agreement.

B. The franchisee must provide to the City copies of all required certificates of insurance, and copies of all required truck inspection forms as enumerated in the franchise agreement and this ordinance. Should franchisee fail to maintain all such insurance and bonding requirements, uninterrupted for the term of the agreement, the City will immediately suspend or terminate the franchise.

C. If the franchisee's description of vehicles and equipment, as required under Section 8, has changed between the application date and the effective date of the franchise agreement, franchisee must

submit to Administrator an amended description, including all identification elements required under Section 8, prior to commencing services authorized in the agreement.

Section 12. Requirements for Franchise Effectiveness.

A franchise granted pursuant to this part shall not become effective unless and until all of the following requirements have been satisfied:

A. The ordinance granting the franchise is effective.

B. The applicant and the City have executed a franchise agreement.

C. Within twenty days from the date of adoption of the ordinance granting the franchise, or delegating authority to the Administrator to grant the franchise, the applicant to whom a franchise has been granted has filed with the City Clerk evidence of compliance with the insurance requirements specified in the franchise agreement.

Section 13. Reserved.

Section 14. Termination or Suspension of Franchise.

A. All franchises granted pursuant to this ordinance shall terminate on December 31, 2012. The franchise may be terminated for cause prior to that date. The City and the Franchisee may also enter into an agreement to terminate the franchise prior to that date.

B. The City Council shall have the right to terminate any franchise granted pursuant to this Ordinance if the City Council finds, after a public hearing following not less than fourteen days written notice to the franchisee, that:

1. The grantee has failed to comply with, or to do anything required of the grantee by, applicable provisions of this Ordinance, provisions of the ordinance granting the franchise, or provisions of the franchise agreement; or

2. Any provision of this part becomes or is declared to be invalid and the City Council expressly finds that such provision constitutes a material consideration to the grant or continuation of such franchise.

C. Any franchise granted pursuant to this part shall automatically be suspended whenever the Franchisee:

1. Fails to keep in full force and effect the insurance required by the franchise agreement; or

2. Fails to keep in full force and affect any applicable licenses or permits required by federal, state or local law. The suspension shall remain in effect until the Franchisee provides documentation satisfactory to the Administrator verifying that the reason for the suspension specified above no longer exists.

D. The Administrator may suspend any franchise granted under this part if the Franchisee fails to submit timely reports as described in Section 19 within fifteen days after written notice from the Administrator that a report is delinquent. The suspension shall remain in effect for the period specified in the Administrator's notice unless the suspension is reversed or modified by the Administrator or, upon appeal by the franchisee, by the City Council.

E. In the event the franchise granted pursuant to this part is terminated, the Franchisee shall have no right or authority to engage in commercial solid waste collection, transportation or disposal operations in the City unless and until a subsequent commercial solid waste collection franchise is granted to the Franchisee. Nothing herein shall require the City to grant any subsequent franchise to the Franchisee.

F. In the event the franchise granted pursuant to this part is suspended, the Franchisee shall have no right or authority to engage in commercial solid waste collection, transportation or disposal operations in the City during the period of suspension.

G. In the event any franchise granted pursuant to this part is terminated under subsection A. above, then within the time period specified by the City Council, the Franchisee shall:

1. Remove all of the Franchisee's, and any subcontractor's, solid waste containers from all service locations where services have been provided pursuant to such franchise; and

2. Properly dispose of any and all solid wastes in the containers at the time of removal.

H. If the Franchisee fails to remove any solid waste container or to properly dispose of any solid waste in any container within the time specified in subsection F above, the City may remove the container and/or dispose of the solid waste therein and may charge the Franchisee for the City's costs. The Franchisee shall pay to the City all of the costs incurred by the City in such removal and/or disposal within ten days of the date of the City's invoice for such costs.

I. The City recognizes that the SWA is currently in the process of revising SWA Ordinance 14 and the Commercial Solid Waste and Recyclables Collection Franchise Agreement that collectively regulate the SWA Franchisees operating in the SWA region. The City also recognizes that many of the City Franchisees are also SWA Franchisees. Finally, the City recognizes that there is a benefit to a similar Ordinance and Franchise Agreement in the City and the SWA region. Therefore, at such time as the SWA adopts a new Ordinance and executes new Franchises, the City will review the documents. If the City determines that it is in the City's best interest to do so, the City may, at its sole discretion, terminate all Franchises executed pursuant to this Ordinance with ninety (90) days written notice to the Franchisees and execute new Franchises that are functionally similar to the new SWA Franchise. The actions and determinations of the City under the terms thereof shall be final, conclusive and binding on all parties.

Section 15. Franchise Transfer or Assignment.

Any franchise granted pursuant to this part is a privilege to be held in trust by the original Franchisee. A franchisee shall not sell, lease, transfer, assign or otherwise dispose of, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy, reorganization under bankruptcy laws or otherwise, a franchise issued pursuant to this Ordinance without the prior consent of the City Council. Any such consent of the City Council shall be subject to such terms and conditions as may be prescribed by the City Council. This restriction includes the transfer of ownership of the franchise, or a majority of the ownership or control of the franchisee, or the conveyance of a majority of the franchisee's stock to a new controlling interest. Franchises shall become void upon the abandonment of same by franchisee.

Section 16. Franchise Fees.

A. Each person engaging in the business of collecting, transporting or disposing of commercial solid waste kept, accumulated or generated in the City shall pay a franchise fee to the City. The City Council shall set the franchise fee by resolution.

B. Franchise fees shall be payable on a monthly basis, and shall be due and payable on the first day of the second month immediately following the month in which collection services were provided. Each payment shall be calculated in accordance with the provisions of this Ordinance.

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

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

E. The payment of franchise fees to the City pursuant to this part shall be in addition to any license fee or business tax prescribed by any local jurisdictions for the same period.

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

G. Commercial solid waste franchise fees shall be payable on all gross collection revenues collected by a Franchisee from its commercial solid waste collection customers located within the City. The franchise fee shall be calculated based on gross collection revenues prior to Franchisee imposing the franchise fee on its customers. Franchisees shall also pay Franchise fees on revenues received from federal and state governments.

H. Franchise fees shall be payable by any person providing commercial solid waste services within the City after the effective date of this ordinance, even where no franchise has been granted.

Section 17. Reserved.

Section 18. Franchise Operations.

A. All new customer agreements executed after the effective date of the franchise must contain clauses that automatically terminate such customer agreements in the event that the Franchise or Franchise Agreement is terminated. Upon termination of any franchise, franchisee is required to notify all its customers in writing with thirty (30) days of such termination.

B. Franchisee must offer recycling services to each of its customers or provide its customers with a list of companies who provide recycling services in the area.

C. The agreement shall provide for the requirements relating to the frequency and hours of collection, the size, placement and care of the containers, and special collections.

Section 19. Reporting Requirements.

A. The Franchisee shall file with the Administrator a quarterly report of the quantities of commercial solid waste collected, transported, diverted, and/or disposed. Such report shall be in such form and detail as required by the Administrator. Specifically, the report shall contain the following information:

1. The commercial solid waste tonnage collected and removed within the City during the previous quarter;

2. The commercial solid waste tonnage collected and removed during the previous quarter within the City that was diverted and the location of the facility where such solid waste was diverted;

3. The commercial solid waste tonnage collected and removed within the City that was disposed of during the previous quarter and the location of the disposal facility where the disposal of such waste occurred; and

4. The Franchisee's progress in implementing its Diversion Plan and achieving the diversion performance requirements set forth in Section 23 hereof.

B. Franchisees may use information supplied by certified MRFs to meet the requirements of this section.

C. All Franchisees shall maintain quarterly records, on forms prescribed by either the Administrator, containing such information as may be required pertaining to the number and types of accounts served by the Franchisee. This information shall be provided to the Administrator upon request. If upon review of this

information, the Administrator determines that the Franchisee has claimed credit for the diversion of solid waste that is already being diverted by a third party for purposes of satisfying the diversion requirements set forth in Section 23, such action by the Franchisee shall constitute cause for termination or suspension of the Franchise pursuant to Section 14 hereof.

D. A Franchisee's failure to file the reports required by this section shall constitute cause for termination or suspension of its Franchise pursuant to Section 14 hereof.

E. To the extent permitted by the California Public Records Act, any reports, plans, and information required by this Ordinance or the Franchise Agreement shall be deemed confidential and shall not be subject to public disclosure except for each Franchisee's aggregate totals.

F. If the quarterly report required under subsection A is not filed by the due date specified in the franchise agreement, the report shall be deemed delinquent, and the Franchisee shall pay to the City a delinquent report charge in the amount of fifty dollars. If the report remains delinquent for more than fifteen days, the Franchisee shall pay to the City a delinquent report charge in the amount of one hundred dollars. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by the Franchisee for the same period of time.

Section 20. Recycling Facility Reporting Requirements**.**

A. All recycling facilities within the City shall provide semi-annual written reports to the Administrator, due 45 days after the close of the six-month reporting period, and including the following information for the previous six months:

1. The total aggregate tonnage of recyclable material received from generators located within the City;

2. The aggregate tonnage of recyclable material received from waste management and recycling operations in the City;

3. The aggregate tonnage of recyclable material received from Franchises operating within the City; and

4. The total aggregate amount of residuals generated at the facility and disposed of at a permitted solid waste disposal facility, expressed as a percentage of total tonnage received.

B. To the extent permitted by the California Public Records Act, any report or other information required by this Ordinance shall be deemed confidential and shall not be subject to public disclosure except for aggregate totals for all facilities.

C. Recycling facilities receiving only scrap metals, agricultural waste, inert materials, and/or discarded, whitecoated, major appliances, that are not normally disposed of and thus cannot be counted towards the State's diversion requirements, are exempt from the reporting requirements of this Ordinance.

Section 21. Restrictions on Franchisees.

The following restrictions shall be applicable to Franchisees:

A. Except to meet the two-truck requirement of Section 8(B)(3)(c), no Franchisee shall, by contract, subcontract, or otherwise, share with another Franchisee any office space associated with operations under a Franchise.

B. No Franchisee by contract, express understanding or indirectly, shall, in cooperation with another Franchisee, divide, segregate or apportion any territory within the City for the purpose of restricting competition within a particular territory.

C. No Franchisee shall, directly or indirectly, enter into any contract, express understanding or other transaction with another Franchisee for the purpose of fixing customer rates or charges or otherwise maintaining rates or charges at a particular level.

D. No Franchisee or any director, officer, partner, joint venturer, sole proprietor or corporate owner thereof, shall be a controlling shareholder of, be a partner, joint venturer or sole proprietor, owner any other interest in or be employed by another Franchisee. No Franchisee which is owned in whole or in part by a corporation shall be effectively controlled by a person or entity by virtue of that person or entity's ownership of shares in the corporation, if the same person or entity otherwise controls another Franchisee. The sole remedy for violation of the provisions of this subparagraph shall be revocation or refusal to renew a Franchise.

E. Each Franchisee shall provide to the Administrator such information as the Administrator determines is reasonably necessary to facilitate effective administration of the Franchise under the provisions of this Ordinance. Diversion information may be provided consistent with the framework for materials recovery facility (MRF) services and reporting of Section 19.

F. Notwithstanding any other provisions of this Ordinance, it shall be allowable for a Franchisee having an interest in a materials recovery facility (MRF) to provide a reporting service, a solid waste processing service, and/or a recyclables processing service to another Franchisee consistent with the framework for MRF services and reporting of Section 19.

Section 22. Diversion Plans.

A. Each Franchisee holding a Franchise shall submit a Diversion Plan to the Administrator on an annual basis, no later than January 1 of each year. The Diversion Plan shall include a detailed description of how the Franchisee intends to comply with the diversion requirements set forth in Section 23 hereof. The Diversion Plan must include a description of the methods the Franchisee intends to use to satisfy its diversion requirements.

B. Within ninety (90) days from the date of receipt of a Diversion Plan, the Administrator shall determine whether the Diversion Plan complies with the requirements of this section and, based on that determination, shall approve or disapprove the Diversion Plan. If the Administrator fails to approve or

disapprove the Diversion Plan within such ninety (90) day period, the Diversion Plan shall be deemed approved.

C. If the Administrator disapproves a Diversion Plan, the Administrator shall issue a notice of deficiency to the Franchisee which identifies the specific reasons for the deficiency and specific recommendations on how to correct the identified deficiencies. Within thirty (30) days of receipt of the notice of deficiency, the Franchisee shall correct the deficiencies and submit a revised Diversion Plan.

D. If the Administrator determines that the revised Diversion Plan still fails to meet the requirements of this section, the Administrator shall schedule a public hearing before the City Council for the purpose of hearing testimony on the Diversion Plan and the deficiencies identified. After conducting the public hearing, the City Council shall make a determination as to whether the Diversion Plan complies with the requirements of this section. If the City Council determines that the Diversion Plan fails to comply with the requirements of this section, it may either grant the Franchisee an additional period of time to correct any remaining deficiencies or revoke the Franchise. If the City Council grants the Franchisee an extension, it shall continue the public hearing at which time it shall make a determination as to whether the Franchisee has brought its Diversion Plan into compliance with the requirements of this section. If the City Council determines that the Diversion Plan is still not in compliance at that time, the City Council may revoke the Franchise.

E. The failure to file a Diversion Plan shall constitute cause for termination or suspension of a Franchise pursuant to Section 14 hereof.

Section 23. Diversion and Recycling Requirements.

Beginning January 1, 2007, each Franchisee shall divert at a rate of thirty percent (30%) by weight of all commercial solid waste collected and removed by it within the City. For purposes of satisfying this diversion requirement, the Franchisee shall not be given credit for the diversion of any source-separated or commingled recyclables that is already being diverted by commercial recyclers, brokers, and other recycling generators or by another third party. The Franchisee shall likewise not be given credit for any increased diversion of recyclable material collected and removed by it unless such increased diversion is reflected in a corresponding reduction in the amount of solid waste being disposed of by the Franchisee. The rate of diversion required by Franchisees shall be subject to annual review and adjustment to reflect changes in the total diversion rate for the commercial solid waste sector. Such an annual adjustment of the diversion required by Franchisees shall take into account the amount of recyclable materials diverted by commercial recyclers, brokers, and other recyclables generators instituted subsequent to the effective date of this Ordinance. In such an annual adjustment, the weight of recyclables materials diverted by parties other than Franchisees shall be allocated to individual Franchisees on the basis of the relative weight percentage of total tonnage collected by each Franchisee. Any reduction in the rate of diversion required by the Franchisees below the rate of thirty percent (30%) shall require an amendment to this Ordinance.

Section 24. Recycling Incentive Fee.

A. Beginning January 1, 2007, any Franchisee not diverting thirty percent (30%) of its waste stream shall pay a "Recycling Incentive Fee" of $20.00 per ton for the tonnage shortfall that would be needed for

the Franchisee to be diverting waste in compliance with Section 23 of this Ordinance. The tonnage shortfall shall be based on quarterly reports and documented diversion reported by the Franchisee, as determined by the Administrator, acting on behalf of the City.

B. The following formula will be used to address the difference in cost of recovery from a debris box waste stream and front-loader waste stream:

$$\text{Incentive Fee} \times \frac{\text{(Total Fleet + Debris Box Fleet)}}{\text{Total Fleet}} = \text{Fee/ton}$$

This formula will be applied to each Franchisee's truck fleet, and the tonnage shortfall, to determine each Franchisee's incentive fee.

C. The implementation of the Recycling Incentive Fee does not relieve Franchisee from the obligation of complying with the diversion requirements of Section 23. Further, a Franchisee not in compliance with the thirty percent (30%) diversion requirement in the prior quarter is required to increase diversion in subsequent quarters until it makes up the tonnage shortfall. Franchisees shall not be in compliance with this Ordinance, and, as such, subject to termination or suspension of their franchise, until such time as the Franchisee makes up all diversion tonnage shortfalls. Failure to pay any Recycling Incentive Fee shall constitute grounds for the immediate suspension of the Franchise, without advance notice or hearing, pending compliance by the Franchisee with the requirements hereof.

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

E. Any moneys collected pursuant to this section shall be available to City for any use in its discretion.

Section 25. MRF Certification.

A. Franchisees may rely upon a certification issued by the WRMD that a MRF operation is capable of diverting a certain percentage of recyclable material from solid waste that would otherwise be disposed.

B. MRF certifications made by the WRMD shall be subject to quarterly review by the Administrator.

C. For the purposes of complying with the diversion requirements of this Ordinance, Franchisees using certified MRFs may claim diversion increases and corresponding disposal tonnage reductions at the level for which the MRF is certified for the tonnage of waste handled by the MRF for the Franchisee.

F. For compliance with the Franchisee reporting requirements of Section 19, certified MRFs may aggregate tonnage of wastes handled, diverted, and disposed for client Franchisees. The certified diversion level shall apply to the facility and all tonnage handled at the facility, and need not be based upon individual loads taken to the facility by individual client Franchisees.

Section 26. Medical Waste.

A. Notwithstanding the requirements of Section 23 hereof, franchisees shall not be required to divert treated medical waste and such waste shall not be included in determining a franchisee's compliance with the diversion requirements set forth in Section 23.

B. All franchisees shall nevertheless on a quarterly basis report to the Administrator all combined or separately collected treated medical waste tonnage disposed of during the previous quarter by disposal location. The Franchisee may rely on and use guidelines, forms and other appropriate material to assist franchisees in preparing such reports developed by the WRMD. A franchisee's failure to file the required treated medical waste disposal reports shall constitute cause for termination or suspension of its franchise pursuant to Section 14 hereof.

C. No treated medical waste from commercial solid waste generators shall be delivered by a permittee to a materials recovery facility for the purpose of recycling.

Section 27. Inspection Authority.

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

B. Where the Administrator determines that an audit is necessary, Franchisees shall be responsible for reimbursement of audit costs, including any City staff or Consultant services, to perform audits of accounts of all Franchisee revenues and income arising out of operations under the franchise granted pursuant to this Ordinance.

Section 28. Enforcement.

Except as otherwise expressly provided, the provisions of this Ordinance shall be administered and enforced within the City by the Administrator or other staff and enforcement officials designated by the Administrator.

Section 29. Abatement Proceedings.

Any operation or activity contrary to the provisions of this Ordinance or a Franchise Agreement, including the terms and conditions of any Franchise, is unlawful and shall constitute a public nuisance. The Administrator is authorized to commence in the name of the City actions or proceedings to abate and enjoin any such operation or activity.

Section 30. Notices.

A. Whenever a provision of this Ordinance authorizes or requires a public hearing to be conducted by the City Council, notice of the time, date, place and purpose of the hearing shall be published at least once not later than ten (10) calendar days in advance of the date of such hearing in a newspaper of general circulation which is published within the City, and shall be served upon each Franchisee who is affected by such hearing.

B. Any written notice or other communication to a Franchisee which is authorized or required by this Ordinance shall be deemed served and effective for all purposes when deposited in the United States mail, postage prepaid, and addressed to the latest address of the Franchisee shown on the in the City records pertaining to the Franchise.

Section 31. On-Site Storage.

Every owner of any multiple family dwelling units and every owner, operator or keeper of any business with a fixed location in the City which generates solid waste and/or recyclable materials shall provide and at all times keep within an enclosure, or conveniently located near an enclosure or building, water-tight containers for solid waste and suitable containers for recyclable materials, and shall cause to be deposited in such containers, and not elsewhere, all solid waste and/or recyclable materials which accumulates on the premises. The containers shall have tightly fitted covers and shall not leak or permit the escape of odors. Not withstanding the requirements of this section, generators shall not be required to set out or store recyclable materials together with solid waste and generators shall be allowed to appropriately store recyclable materials for collection separate from solid waste. It shall be unlawful for any person to fail to comply with the requirements of this section. Containers shall be clearly identified with the name of the Franchisee.

Section 32. Signs.

Each Franchisee shall have permanently displayed in a prominent place on the exterior of each truck utilized in the collection, removal or transportation of commercial solid waste under its Franchise a sign which contains such information as is required by regulation of the City Engineer adopted pursuant to the provisions of the California Code of Regulations, Title 14, section 17344.

Section 33. Office Required.

Every Franchisee shall at all times maintain a central office within the City, or within the metropolitan area immediately adjacent to the City, where the agent, servant or representative of the Franchisee can be reached by telephone 9:00 a.m. through 5:00 p.m., Mondays through Fridays, legal holidays excepted. Such office shall have a local telephone number so that customers served by the Franchisee may contact the Franchisee without the necessity of making a long distance telephone call.

Section 34. Solid Waste Disposal Restrictions.

A. It shall be unlawful for any Franchisee to do any of the following:

1. To operate or have an interest in a solid waste disposal site, other than a transfer, receiving and/or processing station, within the City;

2. To operate a solid waste disposal area in the City; or

3. To dump any solid waste upon, or permit the same to fall upon, any property, road or highway other than the areas designated by this Ordinance for the disposal or dumping of solid waste.

Section 35. Use of Containers.

No person other than a customer who has contracted for service with a Franchisee, or a person with such customer's consent, shall deposit solid waste into a commercial solid waste bin, drop box or compactor placed in the City by a Franchisee for the purpose of receiving solid waste.

Section 36. Commercial Solid Waste and Recyclables Ownership.

Commercial solid waste and recyclables lawfully deposited in bins, drop-boxes or other containers used by a Franchisee for collection for either disposal or recycling shall become the property of the Franchisee upon its deposit in any such container.

Section 37. Indemnification.

Each Franchisee must agree to defend, with counsel to be agreed upon by both parties, indemnify, and hold harmless, City and its agents, officers, servants, and employees, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City employees, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by acts or omissions of franchisee, or their agents, officers or employees, in the performance of the nonexclusive franchise agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that franchisee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees. This indemnification requirement shall be included in every Franchise Agreement.

Section 38. Insurance.

A. Each franchisee shall maintain, at its own expense, insurance coverages, as provided in the franchise agreement or as established from time to time by the Administrator. All such insurance shall remain in effect, uninterrupted, through the term of the franchise agreement.

B. Minimum insurance coverage shall include the following items, in amounts to be determined by the Administrator: Comprehensive General Liability and Insurance Services Office covering Broad Form Comprehensive General Liability Automobile Liability; Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

C. The City and each member agency, and in their capacities as such, their officers, agents and employees shall be named as primary insureds in such policies. All such policies shall contain a provision requiring that written notice be mailed to the City by the insurer not less than thirty days in advance of the cancellation, modification or reduction of the insurance, or failure to renew such insurance, whether by the insurer or insured, and whether for non-payment of premium or otherwise. Certificates of insurance shall be filed with the Administrator prior to the issuance of any Franchise.

D. Any act, omission or circumstance which results in the holder of a Franchise being out of compliance with the requirements of this section during the term of the Franchise shall constitute grounds for the immediate suspension of the Franchise, without advance notice or hearing, pending re-establishment of compliance by the Franchisee with the requirements hereof.

Section 39. Rules and Regulations**.**

A. The collection and subsequent transportation and disposal of commercial solid waste within the City is under the supervision of the Administrator who shall have the power to promulgate rules and regulations regulating such collection and subsequent transportation and disposal, including but not limited to:

1. Commercial solid waste generation, storage, recycling, recovery, accumulation, collection, removal, transportation and disposal;

2. The manner in which commercial solid waste collection and recycling services are provided;

3. Types of commercial solid waste and recycling containers and vehicles used therefore;

4. The operation and maintenance of sanitary methods of commercial solid waste disposal;

5. Reporting requirements for recycling facilities.

B. A copy of said rules and regulations and all amendments thereto shall be sent by registered or certified mail, postage prepaid, to all affected franchisees addressed to their last place of business. To the extent not otherwise provided by law, it shall be unlawful for a franchisee to collect and subsequently transport or dispose of commercial solid waste contrary to any regulation, order, permit or requirement promulgated by the Administrator.

C. All such rules and regulations shall be consistent with the provisions of this Ordinance and shall be effective on the thirtieth (30th) day following the filing of any such rules and regulations with the City Clerk.

D. Any person who asserts that he or she is aggrieved by the terms or application of a regulation issued pursuant to this section may appeal the issuance of such regulation by filing a written notice of appeal with the City Clerk. The notice of appeal shall specifically identify the regulation or regulations from which the appeal is taken and the reasons for the appeal. Upon receipt of such notice, the City Clerk shall schedule the appeal for a public hearing by the City Council, notice of which shall be given in the manner prescribed by Section 30 hereof. At the conclusion of the public hearing, the City Council shall be vested with jurisdiction to deny the appeal or to rescind or modify the regulation. The City Council's determination in this regard shall be final.

E. Any regulation from which an appeal is filed prior to its effective date shall not become effective until the date of a determination by the City Council of the appeal. Any regulation from which an appeal is filed on or subsequent to the effective date thereof shall remain in full force and effect during the pendency of the appeal, and any decision that rescinds or modifies the regulation shall apply prospectively.

F. It shall be unlawful and constitute a violation of this Ordinance for any person to violate or otherwise fail to comply with any rule or regulation issued pursuant to this section.

Section 40. Vehicle Inspection and Tags.

A. All vehicles and other equipment used in the collection and subsequent transportation, and disposal of commercial solid waste in the City shall be inspected as often as the Administrator deems necessary and at such times and places as shall be designated by said Administrator. No vehicle shall be used in the collection and subsequent transportation, and/or disposal of commercial solid waste within the City unless it carries a current, unrevoked tag or decal issued by the City authorizing such activity. The Administrator shall provide for each vehicle operated by franchisee, a durable tag or decal upon payment of the applicable fee. Such tag or decal shall be securely fastened and maintained by the franchisee on each vehicle so as to be clearly visible. The Administrator may suspend the tag or decal of any vehicle that fails to meet the requirements of this section, and such vehicle shall not be used for the collection and subsequent transportation or disposal of refuse until the tag or decal has been reinstated by the Administrator. In the event any vehicle fails to meet the requirements of this Section, or in the event any vehicle becomes temporarily or permanently inoperable or unavailable, the franchisee may transfer said vehicle's tag or decal to another vehicle to be operated by franchisee, which vehicle has passed inspection and does meet the requirements of this section. The Franchisee must notify the Administrator of any changes to its vehicles or tags.

B. All trucks and containers used in the collection, removal, transportation or storage of commercial solid waste in the City shall be subject to inspection by the City Engineer for the purpose of determining whether or not the trucks and containers comply with California Code of Regulations, Title 14, section 17341 through 17345.

Section 41. Vehicle Requirements.

A. The bodies of vehicles used in the collection, removal or transportation of commercial solid waste in the City shall have beds of metal or other impervious material which can be cleaned, and shall otherwise

be of a type approved by the City Engineer Department adopted pursuant to the California Code of Regulations, Title 14, section 17341.

B. The City Engineer shall be authorized to issue administrative regulations pertaining to specifications for vehicles and containers, the cleansing and disinfecting thereof, and other sanitary measures in connection therewith.

Section 42. Covered Load Requirement.

A. All Franchisee vehicles and all privately owned or operated vehicles using solid waste disposal facilities in the City shall have their vehicle loads covered, with a tarp or equivalent cover, to ensure protection from littering during transportation from the origin of the trip to any waste disposal facility located in the City.

B. All vehicles hauling materials with the load originating in the City to a waste disposal facility located outside of the City shall have their loads "covered" while in transit within the City.

C. Every permitted or non-permitted waste disposal facility located within the City shall post signs notifying the public that it is illegal to haul uncovered loads to the facility. These facilities shall cooperate with the City enforcement staff by providing covered load education and promotion information to their customers to help assure the effectiveness of this Ordinance.

Section 43. Rights Reserved to City.

In addition to all other rights reserved to the City under this Ordinance, the following shall apply:

A. There is hereby reserved to the City every right and power, and the exercise thereof, which is reserved or authorized by any provision of any lawful ordinance or resolution of the City, whether enacted before or after the effective date of this Ordinance.

B. Neither the granting of any franchise nor any provision of any franchise shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City.

C. The Franchisee shall have no recourse whatsoever against the City, its officers, employees or agents or any of the City member entities, their officers, employees, or agents for any loss, cost, expense or damage arising out of any provision or requirement of this Ordinance or of any franchise issued under this Ordinance or because of the enforcement of this Ordinance.

D. There is hereby expressly reserved to the City the power and authority to amend any section of this Ordinance so as to require additional or greater standards on the part of the Franchisee and the power and authority to increase the franchise fees to be paid by the Franchisee pursuant to Section 16.

Section 44. Other Franchise Provisions.

A. The City Council may expand or contract the scope of franchise agreements over time due to changes in law or interpretations of law.

B. The Administrator shall have the right to inspect franchisee's records for purposes of determining AB 939 and other reporting requirements. The Administrator may also inspect franchisee's records to determine proper calculation and payment of franchise fees. The Administrator will provide franchisee with at least three (3) days advanced written notice of its intent to inspect any of franchisee's records.

C. The Administrator retains the right to terminate or suspend the agreement, as provided in the agreement.

Section 45. Criminal Penalties for Violations.

The following criminal penalties apply to violations of this Ordinance.

A. **Violation as Misdemeanor.** Unless otherwise specified by this Ordinance, violations of the provisions of this Ordinance or failure to comply with any of its requirements, including violations of terms and conditions established in connection with franchisees issued pursuant to this Ordinance, shall constitute a misdemeanor.

B. **Penalty for Misdemeanor.** Unless otherwise specified in this Ordinance, any person, whether as principal, agent, employee or otherwise, who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $1,000 or imprisoned for not more than six (6) months in the County Jail, or by both such fine and imprisonment. Each day such violation continues shall be considered a separate offense. Such penalties shall be in addition to any late fees, civil penalties, administrative civil penalties, civil penalties, or other charges payable to the City by a Franchisee for the same period of time or for the same violations.

C. **Violation as Infraction.** Unless otherwise specified by this Ordinance, the following violations by a Franchisee are infractions.

1. Delinquent Payment of Franchise Fee. A delinquent payment of a franchise fee that is not received by the City before the first day of the month following the due date established under Section 16, subsection B, is a violation and a separate violation for every month the payment remains delinquent thereafter.

2. Delinquent Payment of Franchise Fee Late Charge. A delinquent payment of a late payment charge and/or interest charges for a late franchise fee payment (under Section 16, subsection F) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

3. Delinquent Payment of Late Report Charge. A delinquent payment of a late charge for a delinquent quarterly report of diversion (under Section 19, subsection F) that is not

received before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

4. Delinquent Payment of Recycling Incentive Fee. A delinquent payment of the Recycling Incentive Fee (under Section 24) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

5. Delinquent Payment of Audit Fee. A delinquent payment of an Audit Fee (under Section 24, subsection D, and Section 27, subsection B) that is not received by the City before the first day of the month following the due date is a violation and a separate violation for every month the payment remains delinquent thereafter.

6. Delinquent Diversion Report. A delinquent quarterly report of diversion (under Section 19) that is not received by the City before the first day of the third month following the end of the quarter reporting is a violation and a separate violation for every month the report remains delinquent thereafter.

7. Incomplete Diversion Report. If a quarterly report of diversion (under Section 19) that is received by the City is incomplete, the inadequacy must be remedied or corrected by the Franchisee before the first day of the third month following the end of the quarter or it is a violation and a separate violation for every month the report remains incomplete thereafter. A complete quarterly report of diversion includes all information as may be required by the Administrator. Partial quarterly reports of diversion will be considered incomplete.

D. **Penalty for Infraction.** Unless otherwise specified by this Ordinance, an infraction is punishable by a fine not exceeding two hundred dollars ($200) for a first violation of any offense under subsection C within the preceding twelve-month period; a fine of five hundred dollars ($500) for a second violation of the same offense under subsection C within the preceding twelve-month period; and a fine of one thousand dollars ($1,000) for each additional violation of the same offense under subsection C within the preceding twelvemonth period. The Administrator or the City Attorney shall also have the discretion to elevate any infraction under subsection C to a misdemeanor, punishable under subsection B. Such penalties shall be in addition to any late fees, civil penalties, administrative civil penalties, or other charges payable to the City by a Franchisee for the same period of time or for the same violation.

E. **Separate Remedies.** Each civil, criminal, or administrative civil penalty imposed pursuant to this Ordinance for any separate violation shall be separate, and in addition to, any other provision of law and does not supersede or limit any and all other legal remedies and penalties, civil, administrative or criminal which may be applicable under other laws.

Section 46. Civil Penalties for Violations**.**

The following administrative civil penalties apply to violations of this Ordinance:

A. **Administrative Civil Penalties.** In addition to any other remedies provided by this Ordinance, any person who violates any provision of this Ordinance, shall be liable for an administrative civil penalty to be

imposed by the Administrator. The amount of the penalty shall not be more than one thousand dollars ($1,000) for each day of violation. Any person, who knowingly violates any provision of this Ordinance, after reasonable notice of the violation, is liable for an administrative civil penalty of not more than one thousand dollars ($1,000) for each day of violation. In determining the civil, criminal, and administrative civil penalties imposed pursuant to this Ordinance, all relevant circumstances shall be considered, including but not limited to, the extent of harm or potential harm caused by the violation, the nature of the violation and the period of time over which it occurred, the frequency of past violations, and the corrective action, if any, taken by the violator.

B. **Administrative Civil Penalty Procedure**

1. Notice of Violation. The Administrator shall notify the violator in writing of the time within an alleged violation must be remedied or corrected. The notice shall provide that an administrative civil penalty will be imposed if the continuing violation is not remedied or corrected within the time stated.

2. Notice of Penalty and Opportunity for Hearing. Notice of any administrative civil penalty shall set forth the alleged acts or failures to act that constitute a basis for liability and the amount of the proposed administrative civil penalty. The notice of administrative civil penalty shall be served by personal service or certified mail and shall inform the person so served that the administrative civil penalty imposed may be administratively reviewed by a City designated Hearing Officer before it is enforced if a request for hearing is timely filed. The notice shall also specify the procedure for requesting a hearing before the Hearing Officer.

3. Administrative Review. If a person desires administrative review of the administrative civil penalty imposed by the Administrator, it shall request a hearing by timely filing a written request pursuant to the provisions of Section 49 of this Ordinance. The written request for an appeal must be accompanied by an administrative hearing fee, as established by the City Council of Directors of City. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the Administrator not later than fifteen (15) calendar days after the date of service of any such decision. A hearing shall be conducted by the Hearing Officer pursuant to Section 50 of this Ordinance unless the person has waived the right to a hearing or has entered into a settlement agreement with the Administrator. A person waives the right to a hearing by so stating in writing or by failure to file with the Administrator a written request for hearing within fifteen (15) days after service of the notice of opportunity for hearing.

4. Effective Date. Where the person has waived the right to a hearing or where the person has entered into a settlement agreement, the administrative civil penalty shall not be subject to review by any court, the Hearing Authority, or any other agency and shall be effective 15 days after notice of the penalty is served. Where a hearing has been held, the penalty shall be effective 20 days after the decision of the Hearing Authority becomes final.

5. Judicial Review. The manner of contesting the final order of the Hearing Officer concerning any administrative civil penalty is governed by Government Code Section 53069.4, or any

successor provision thereto. Service of the notice of appeal authorized by Government Code Section 53069.4 upon the City shall be by service upon the City Clerk.

6. Payment of Costs of Enforcement/Collection. In addition to any penalty, sanction, fine or imprisonment, each person who violates this Ordinance, shall be required to pay any and all expenses of enforcement including costs necessary to bring the person into compliance with this Ordinance. In addition to all remedies contained herein, City may pursue all reasonable and legal means in collecting those sums authorized and due.

7. Collection. Payment of the penalty shall be made within 30 days from when the penalty became effective. In addition to all remedies herein contained, the City may pursue all reasonable and legal means in collecting administrative civil penalties.

Section 47. Settlement Process.

The Administrator may adopt a written settlement agreement process for the settlement of violations of this Ordinance, which shall take into consideration the penalty factors set forth in Section 46.

Section 48. Hearing Officer.

Whenever the term "Hearing Officer" is utilized in this Ordinance, it shall be deemed to refer to one or more persons assigned the responsibility of conducting a hearing by the Administrator. The Administrator shall be authorized to assign hearing responsibilities from time to time to either:

A. City officials and staff whom the Administrator finds are qualified by training and experience to conduct such hearings; or

B. Administrative law judges assigned to the State of California Office of Administrative Hearings. The Administrator is hereby authorized to contract in the name of the City for the retention of hearing services at rates which do not exceed financial limitations established by the City's annual budget.

Section 49. Appeals.

Any decision of the Administrator may be appealed to a Hearing Officer appointed by the Administrator. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the Administrator not later than fifteen (15) days after the date of service of any such decision. If an appeal is not filed within the time or in the manner prescribed above, the right to review of the action against which complaint is made shall be deemed to have been waived.

Section 50. Appeal Hearing.

A. Not later than thirty (30) days following the date of filing an appeal within the time and in the manner prescribed by Section 49, the Hearing Officer shall conduct a hearing for the purpose of

determining whether the appeal should be granted. Written notice of the time, date and place of the hearing shall be mailed to the appellant not later than ten (10) days preceding the date of the hearing.

B. The provisions of the California Administrative Procedure Act (commencing at Section 11500 of the Government Code) shall not be applicable to such hearings; nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable. Testimony shall be given under oath, and the parties to the hearing shall have the right to cross-examine witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

1. Record. A record of the entire hearing proceedings shall be made by either a certified court reporter or tape recorder operated by the Hearing Officer. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established and revised from time-to-time by the City Council.

2. Scope. Only those matters or issues specifically raised by the appellant(s) in the written appeal shall be considered in the hearing on appeal.

3. Oaths and Certification. The Hearing Officer has the power to administer oaths and affirmations and to certify official acts.

4. Oral evidence. Oral evidence shall only be taken on oath or affirmation.

5. Rights of Parties. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues of the hearing even though the matter was not raised in the direct examination, to impeach any witness regardless of which party first called him or her to testify, to present rebuttal evidence and to represent himself or herself or to be represented by anyone of his or her choice who is lawfully permitted to do so. No appellant shall be required to testify without his or her consent.

6. At the conclusion of the hearing, the Hearing Authority shall prepare a written decision that either grants or conditionally grants or denies the appeal, and contains findings of fact and conclusions. Notice of the written decision, including a copy thereof, shall be filed with the Administrator and served not later than thirty (30) days following the date on which the hearing is closed on the appellant and on other persons who appeared at the hearing and requested a copy. Service shall be by personal delivery or certified mail.

C. City and appellant shall jointly pay for the costs of the hearing.

Section 51. Effective Immediately.

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

ADOPTED, THIS ____ day of _____, 2005 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

658345

CITY OF RANCHO CORDOVA

RESOLUTION NO. 140-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENTS AND APPOINTING THE PUBLIC WORKS DIRECTOR AS THE ADMINISTRATOR FOR COMMERCIAL SOLID WASTE FRANCHISES

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

WHEREAS, in September 2003 the City Council of the City of Rancho Cordova adopted Resolution No. 55-2003 and Ordinance No. 15-2003, which established a framework for the City to regulate commercial solid waste haulers operating in the City; and

WHEREAS, Ordinance No. 15-2003 provided continuation rights for holders of a valid franchise issued by the Sacramento Regional Solid Waste Authority to provide commercial solid waste services within the City of Rancho Cordova through the end December 2005; and

WHEREAS, it is required that the City Council adopt a new commercial solid waste ordinance and that the City Manager execute new commercial solid waste franchise agreements by the end of calendar year 2005; and

WHEREAS, City staff have convened numerous meetings with the current commercial solid waste haulers operating in the City in an effort to address their concerns regarding the proposed ordinance and franchise agreement; and

WHEREAS, the City Council and City staff of the City of Rancho Cordova are committed to a commercial solid waste management system that ensures compliance with the fifty-percent diversion mandates of Assembly Bill 939; and

WHEREAS, Resolution 55-2003 appointed the Assistant to the City Manager as the Administrator for the Commercial Solid Waste Franchises issued pursuant to Ordinance 15-2003, and the City Council wishes to appoint the Public Works Director as the Administrator of the franchises granted pursuant to Ordinance 22-2005.

NOW, THEREFORE, the City Council of the City of Rancho Cordova hereby authorizes the City Manager to execute the commercial solid waste and recyclables collection franchise agreements issued pursuant to Ordinance No. 22-2005.

BE IT FURTHER RESOLVED that the City Council of the City of Rancho Cordova appoints the Public Works Director as the Administrator for the Commercial Solid Waste Franchises granted pursuant to Ordinance 22-2005.

ADOPTED, THIS 7th day of November, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

STAFF REPORT

Date: November 7, 2005

To: Honorable City Council

From: Yvonne DeHaan, Code Enforcement Program Manager

Subject: Ordinance Amending Section 16.18.401 of the Rancho Cordova Municipal Code Relating to the Identification of Public Nuisances.

RECOMMENDATION

Introduce the Ordinance Amending Section 16.18.401 of the Rancho Cordova Municipal Code, waive the first reading, and continue the ordinance to the November 21, 2005, Council Meeting.

BACKGROUND

Information was gathered from the Council on two previous occasions in order to identify a more specific set of conditions that the Council considered nuisances. Some of these conditions were so vaguely referred to in existing ordinances that it became necessary to revise and/or add some wording to strengthen and clarify these ordinances to achieve the desired results.

This ordinance amends Section 16.18.401 of the City's Nuisance Code. Section 16.18.401 addresses and identifies property related nuisances in Rancho Cordova and makes it a violation for any person owning, leasing, occupying or having charge or possession of any property in the City to maintain the property in a manner that constitutes a public nuisance or violation of the Municipal Code.

The amendments to this ordinance will add provisions to 16.18.401 specifically regarding certain types of nuisances that have previously been difficult to address. Some highlights include:

- Specific wording about signage and parking lot conditions on commercial properties.
- Stronger wording regarding maintenance of vacant buildings.
- Clearer wording regarding any item or condition that impedes or impairs the use of public rights-of-way.
- A wider range of conditions that can be considered a nuisance, using words such as deteriorated, decaying, fallen, cracked and defaced.

AGENDA ITEM # 28

REQUESTED MOTION

"I move that the City Council introduce the ordinance amending Section 16.18.401 of the Rancho Cordova Municipal Code, waive its full reading, and continue it to the Council meeting of November 21, 2005, for adoption."

ATTACHMENTS

1. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. 25-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE SECTION 16.18.401 RELATING TO THE IDENTIFICATION OF PUBLIC NUISANCES

WHEREAS, the City Council finds and declares that run down or neglected properties are a major cause and source of blight in both residential and nonresidential neighborhoods, especially when the owner of the property fails to actively maintain and manage the property to ensure that it does not become a liability to the neighborhood; and

WHEREAS, the City Council finds and declares that it is a responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety or welfare; and

WHEREAS, the City Council finds and declares that run down or neglected properties can discourage economic development, retard appreciation of property values, damage the aesthetic value of neighborhoods or surrounding areas, and otherwise create conditions that are injurious to the health, safety and welfare of the public; and

WHEREAS, the City Council finds and declares that one run down or neglected property can be the core and cause of spreading blight; and

WHEREAS, the City Council finds and declares that vacant buildings often attract transients and criminals, including drug users; and

WHEREAS, the City Council finds and declares that the use of vacant buildings by transients and criminals, who frequently employ primitive cooking or heating methods, creates a risk of fire for the vacant building and adjacent properties; and

WHEREAS, the City Council finds that Section 16.18.401 of the Rancho Cordova Municipal Code addresses and identifies property related nuisances in Rancho Cordova and makes it a violation for any person owning, leasing, occupying or having charge or possession of any property in the City to maintain the property in a manner that constitutes a public nuisance or violation of the Municipal Code.

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

SECTION 1. Section 16.18.401 of the Rancho Cordova Municipal Code is hereby amended by adding the following subsections to read as follows:

"j. The maintenance or keeping of the premises in a neglected, run down or improperly maintained condition, which creates or promotes a condition that is injurious to the health, safety and/or general welfare of the public, or which is readily visible from any public right-of-way or adjacent parcel of property and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values. The provisions of this section are intended to apply to the exterior and interior of buildings or other structures on the premises and any fixtures thereto. Conditions in violation of this provision shall include, but will not be limited to: untended vegetation or landscaping; broken doors, windows or other fixtures; the accumulation of junk, rubbish and debris; and buildings, fences or other structures that are cracked, leaning, fallen, decayed, deteriorated or defaced.

k. The maintenance or keeping of any vacant or unoccupied building in an unsecured condition. Conditions in violation of this provision shall include, but not be limited, broken exterior doors or windows, or the absence of locks or other security devices on exterior doors or windows.

l. The maintenance or accumulation on the premises of any junk, rubbish, debris, vegetation or other condition that impedes or impairs access to, or the use of, any public right-of-way or traffic control device.

m. The maintenance or keeping of any commercial signage in a neglected, run down or improperly maintained condition, which creates or promotes a condition that is injurious to the health, safety and/or general welfare of the public, or which is readily visible from any public right-of-way or adjacent parcel of property and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values.

n. The maintenance or keeping of any commercial parking lot or sidewalk, which is open to use by the public, in a neglected, run down or improperly maintained condition, which creates or promotes a condition that is injurious to the health, safety and/or general welfare of the public, or which is readily visible from any public right-of-way or adjacent parcel of property and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values.

o. The maintenance or keeping of any parking lot or sidewalk open for common use in a multi-family housing complex in a neglected, run down or improperly maintained condition, which creates or promotes a condition that is injurious to the health, safety and/or general welfare of the public, or which is readily visible from any public right-of-way or adjacent parcel of property and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values.

p. The maintenance or keeping of clotheslines or clothes hanging in front yards, sideyards, porches or balconies, and visible from the a public right-of-way adjacent to or across from, the front yard."

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

785736_1

MEMORANDUM

DATE: November 7, 2005

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **1ST QUARTER FINANCIAL REPORT – FY 2005 - 2006**

RECOMMENDATION

Receive and file report.

DISCUSSION

This is the first quarterly financial report that was generated as a result of the new accounting system (Great Plains). Future reports will be provided to Council and City management on a monthly basis beginning in January 2006. Quarterly reports will be presented at Council meetings in February, May and August.

This report will be similar each quarter and will discuss the following topics:

- Cash balances, including interest earnings and investment actions
- General Fund report
- Report on the various other funds that include:
  - Special Revenues
  - Capital Projects
  - Debt Service, and
  - Internal Service

CASH

At September 30, 2005, the City had the following cash that was available to operate the City on a day to day basis:

Investment		Amount
Local Agency Investment Fund (LAIF)	$	30,007,219.41
U.S. Bank - Checking		6,481,175.15
U.S. Bank - Money Market		204,383.38
TOTAL	**$**	**36,692,777.94**

The City earned $219,816 in interest during the quarter ending September 30, 2005. The average daily interest rate earned on LAIF investments was 3.18%. Interest

AGENDA ITEM # 29

earnings are deposited into a holding account until the end of the year. At that time, it is allocated to the various funds based on cash balances.

To better manage idle cash, the City entered into a working agreement with MBIA Services to provide portfolio management services in September. Staff is working out the cash flow model to determine what level of investment will be made into that portfolio which will provide increased interest earnings. Any investment will be made in accordance with the City's Investment Policy adopted by the Council earlier this year.

In October, the City received several significant receipts, as follows:

Sacramento County - Building (August)	$	8,943,767
Sacramento County - Building (September)		4,851,822
Sales Tax - 0.75% payment		516,700
Office of Traffic Safety Grant		154,892
Motor Vehicle License		105,216
Proposition 42 Quarterly Payment		88,992
	$	14,661,389

Payments made during the month were as follows:

Payroll	$ 142,891
Accounts Payable	$3,554,311

The result of operations through October provides the City with an approximate cash balance of $47,656,965. The majority of these dollars are in restricted funds.
In November, payment of outstanding credits related to the Sunrise – Douglas area is expected to be made. That payment will be approximately $12 million.

GENERAL FUND

The General Fund is the City's lifeline and provides both funding and expenditure sources to operate the majority of services delivered to the citizens of the City.

Since the City operates on a cash basis, revenues are not recognized until they are received. July through September (1st quarter) generally are low since the majority of the money is received in the 3rd and 4th quarters. Following are some examples of when the City receives funds:

- Sales Taxes: 75% of the 1% that the City is entitled to is received on a monthly basis. The remaining 25% is provided from the County as part of the State's triple flip program. These payments are made in January and May of each year.
- Motor Vehicle Fees Payments:
    - Previously the State reduced the motor vehicle fee that residents pay. Since cities were entitled to a portion of these fees, the reduction impacted this revenue source. Prior to budget problems on the state level, the state made up the difference out their General Fund. During the budget crisis, the state decided not to make up the difference. As a result, Proposition 1A was passed that restored the total amount to the cities. Therefore, this

revenue source now comes from two different sources (and in the case of Rancho Cordova, three). They are:

- Regular motor vehicle payment: this represents the amount that the State makes on a monthly basis based on the reduced amount.
- In-lieu property taxes: this represents the difference due the cities and is paid from ERAF property taxes by the County. This is received in January and May of each year.
- Hardship payment: this represents the amount that is given to newly incorporated cities and is paid on a monthly basis.

- Transient Occupancy Taxes: These are remitted monthly in arrears by the various hotels/motels.
- Utility Users: These are remitted monthly in arrears by the various utility companies.

As a result of operations for the 1st quarter, the General Fund had the following revenues:

	BUDGET	YTD	PERCENTAGE
Property Taxes	$ 8,847,000	$ -	0.00%
Other Taxes	14,094,400	2,318,295	16.45%
Sub-total Taxes	22,941,400	2,318,295	10.11%
Franchise Fees	934,722	23,599	2.52%
Licenses/Permits/Fees	5,202,313	345,798	6.65%
Fines & Forfeitures	448,572	45,150	10.07%
Use of Property	1,142,646	(1,458)	-0.13%
Intergovernmental	2,045,423	173,673	8.49%
Charges for Services	2,461,328	35,148	1.43%
Other	16,650	28	0.17%
Transfers In	575,456	-	0.00%
TOTAL REVENUE	**$ 35,768,510**	**$ 2,940,233**	**8.22%**

GENERAL FUND EXPENDITURES

Unlike revenues, expenditures are relatively level during the year. Exceptions to this are the result of delays in capital projects, vacancies in approved positions and prepayment requirements on various maintenance contracts. All of the General Fund departments are within budget based on a normal 25% expenditure rate that would be expected through September 30th. However, all departments are cognizant of their budget limitations and now will be receiving monthly expenditure reports (budget to actual) so that they can monitor their expenditures.

The General Fund expenditures through September 30th, by department were as follows:

	BUDGET	TOTAL EXPENDITURES	PERCENTAGE
Legislative			
City Council	$ 133,802	$ 18,005	13.46%
Advisory Boards	58,400	209	0.36%
City Attorney	709,400	81,483	11.49%
Sub-total Legislative	901,602	99,697	11.06%
General Government			
City Manager	797,571	111,606	13.99%
City Clerk	567,008	97,950	17.27%
Human Resources	190,600	38,754	20.33%
Administrative Support	335,473	49,784	14.84%
Finance	779,151	140,975	18.09%
Facilities Mgmt.	588,750	25,367	4.31%
Animal Services	576,561	-	0.00%
Information Tech.	1,291,750	696,555	53.92%
Risk Management	410,750	97,752	23.80%
Economic Development	413,689	51,407	12.43%
Sub-total General Government	5,951,303	1,310,150	22.01%
Police	13,265,780	3,431,875	25.87%
Community Prosecutor	125,000	-	0.00%
Community Development			
Planning	1,610,921	808,335	50.18%
Building & Safety	2,299,150	168,134	7.31%
Code Enforcment	535,960	125,049	23.33%
Sub-total Comm. Development	4,446,031	1,101,518	24.78%
Public Works	996,036	261,033	26.21%
Non-Departmental	6,537,021	57,876	0.89%
Transfers Out	624,896	-	0.00%
TOTAL EXPENDITURES	**$ 32,847,669**	**$ 6,262,149**	19.06%

Major expenditures that are not included in the above are:

- Legal costs for the month of September
- Community Prosecutor costs for the first quarter
- Building and Safety contractual costs for August and September (subsequent to this report those costs were $412,950 for the two months)

OTHER FUNDS

The City maintains a number of other funds that are either restricted in their use or are required to be reported separately by governmental accounting rules. These funds include the **Special Revenue Funds** that are designed to account for those activities that are specifically restricted in their use. Included among those funds are all of the Development Impact Fees, Gas Tax, Measure A, CDBG and Grants. For the first quarter of FY 2005 – 2006, the City has received $2,938,140 from these various funds. Impact fees accounted for 99% of the total received. Expenditures were $360,874, accounting for $2,577,266 in net cash to the City's cash balance. However, the City will be required to make a sizeable payment based on a credit reimbursement agreement as indicated above. This payment will be made from receipts from the current fiscal year as well as from existing fund balances. That payment will be made as soon as the auditors provide us with the final audited figures for FY 2004 – 2005. Revenues and expenditures for the Special Revenues Funds are shown on an aggregated basis:

TOTAL SPECIAL REVENUES

	Budget	Actual	Percentage
REVENUES			
Taxes	$ 2,559,102	$ -	0.00%
Impact Fees	12,215,100	2,937,940	24.05%
Other	2,476,796	20,499	0.83%
Interest	6,600	-	0.00%
Total Revenues	**$ 17,257,598**	**$ 2,958,439**	**17.14%**
EXPENDITURES			
General Government	$ 803,917	$ 18,731	2.33%
Community Development	131,842	1,320	1.00%
Legal	-	9,797	n.a.
Public Safety	1,079,289	25,779	2.39%
Public Works	3,505,516	305,247	8.71%
Non-Departmental	-	-	n.a.
Transfers Out	4,638,625	-	0.00%
Total Expenditures	**$ 10,159,189**	**$ 360,874**	**3.55%**

The City maintains four **Debt Service Funds** to account for debt that is associated with the City. Three of the four funds are associated with the Mello Roos districts (Sunridge – Anatolia: CFD 2003-1, Sunridge Park: CFD 2004-1 and Sunridge North Douglas: CFD 2005-1). Of those districts, only Sunridge Anatolia has debt issued. Sunridge Park, although it does not have bonds issued, began collection of the special tax in FY 2005 – 2006. Sunridge North Douglas was recently formed. All of the districts are expected to issue new debt in FY 2005 – 2006. The remaining debt is associated with the Public Financing Authority Corporation. It was this corporation which issued the two Certificates of Participation (COPs) associated with the purchase of City Hall and the Kilgore properties. The corporation will act as the vehicle to own these properties which in turn are leased back to the City. Activity for these funds is provided on an aggregated basis:

	Budget	Actual	Percentage
REVENUES			
Taxes	$ 4,477,423	$ -	0.00%
Impact Fees	-	-	n.a.
Other	5,800,000	5,800,000	100.00%
Interest	-	-	n.a.
Transfers In	1,880,396	-	0.00%
Total Revenues	**$ 12,157,819**	**$ 5,800,000**	**47.71%**
EXPENDITURES			
General Government	$ 455,238	$ 118,910	26.12%
Community Development	-	-	n.a.
Legal	-	-	n.a.
Public Safety	-	-	n.a.
Public Works	-	-	n.a.
Non-Departmental	-	-	n.a.
Debt Service	3,913,238	-	0.00%
Transfers Out	5,892,331	5,800,000	98.43%
Total Expenditures	**$ 10,260,807**	**$ 5,918,910**	**57.68%**

The major activity in these funds was the issuance of the Certificates of Participation ($5.8 million) for the acquisition of the Kilgore properties in August. Additionally there were expenditures ($118,910) associated with the maintenance and formation of the Mello Roos districts. Debt service payments for the COPs will be in January (City Hall) and March (Kilgore properties). Community facility fees will be used to cover the debt service payments.

The final fund type is **Internal Service**. This is a new fund category for FY 2005 – 2006. This type of fund will account for activity within the City (internal to the City). The City will utilize the "INSURANCE" fund in this category to account for costs associated with both liability expenses including legal costs associated with tort cases. This fund was seeded with $300,000 from the General Fund. Other revenues represents a reimbursement of legal fees. Activity within this fund during the first quarter was as follows:

	Budget	Insurance Actual	Percentage
REVENUES			
Taxes	$ -	$ -	n.a.
Impact Fees	-	-	n.a.
Other	-	15,889	n.a.
Transfers In	300,000	-	
Total Revenues	**$ 300,000**	**$ 15,889**	**5.30%**
EXPENDITURES			
General Government	$ -	$ -	
Community Development	-	-	n.a.
Legal	-	7,899	
Public Safety	-	-	n.a.
Public Works	-	-	n.a.
Non-Departmental	-	-	n.a.
Total Expenditures	**$ -**	**$ 7,899**	**n.a.**

SUMMARY

After the first quarter of operation it does not appear that major revisions in revenue estimates have to be made at this time. All revenues appear to be tracking with estimates. However, if building activity slows, as it did in October, it could affect a number of funds including the General Fund. Any decrease in building will affect both the "building permit" revenue in the General Fund as well as the impact fees in the various Special Revenue Funds.

The City continues to maintain a healthy cash balance. However, since a significant amount of the cash balance is associated with restricted uses, investment of cash needs to be matched with the potential cash outflows. Staff is working on developing an internal cash flow program to identify idle cash to invest in conjunction with our portfolio partner (MBIA Services). This will result in higher yields while still maintaining adequate liquid cash to cover ongoing City operations. Finally, the City will be issuing an RFP for banking services. Now that the City has significant cash balances, audited financial statements and a rating from Standard and Poor, it is time to take a look at what may be available in expanded banking services including a sweep account that would pay interest on idle checking account cash.

Summary information was provided in this report. If anyone desires detailed, line item information please contact me.

Finally, the City is being audited by Richardson and Company, the City's auditors. The Comprehensive Annual Financial Report (CAFR) that contains the City's financial statements should be completed by December 31st.