CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, December 17, 2007

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

AGENDA

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELECAST ANNOUNCEMENT

Mayor Sander will announce the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Chaplain Bob Benton, Rancho Cordova Law Enforcement, Emergency Responders, will give the invocation.

5. SPECIAL CEREMONIES

5.1. Swearing-in of "New" Mayor Linda Budge.

5.2. Presentation to Outgoing Mayor David Sander.

5.3. Swearing-in of New Vice Mayor Dan Skoglund.

Note: *Time listed on the agenda is approximate and for convenience only

ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL

6. PRESENTATIONS

6.1 Introduction of New City Employees:

- Michael Rodriguez, Code Enforcement Officer and Randy Cagle, Animal Services Officer by Kerry Simpson, Neighborhood Services Supervisor; and
- Rebecca Santini, Senior Finance Analyst by Donna Silva, Finance Director;
- Shannan Loveless, Associate Planner by Paul Junker, Planning Director.

6.2. Report on Alcohol Awareness and Underage Drinking by Police Chief Reuben Meeks and City Attorney Adam Lindgren.

7. PUBLIC COMMENT

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

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

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

8.1. **Subject:** Special and Regular Meeting Minutes of November 19, 2007.
Special Meeting Minutes of November 27, 2007.
Recommendation: Adopt Minutes.

8.2. **Subject:** Ordinance Amending Rancho Cordova Municipal Code Section 4.54.375(b), Relating to the Permitting and Sale of Fireworks in the City.
Recommendation: Waive second reading and adopt Ordinance No. 28-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will clarify the requirements for organizations selling fireworks to submit a financial statement to the City demonstrating that the particular organization used the net proceeds from fireworks sales derived from its operations for non-profit charitable purposes only.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goal: 6

8.3. **Subject:** Ordinance Amending the City's Codes in Preparation for Codification of the City's Municipal Code.
Recommendation: Waive second reading and adopt Ordinance No. 38-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will make a substantial number of housekeeping changes to the City's codes, as adopted via adoption of Sacramento County's provisions following incorporation. The housekeeping changes include cleaning up reference errors and eliminating unneeded provisions.
Staff Report: Anna Olea-Moger, City Clerk's Department and Joseph Chapman, City Attorney's Office
Advances Goal: 4

8.4. **Subject:** Resolution Awarding Contract to Wildan, Inc. for Construction Management and Plan Review Services in the Amount of $800,000.
Recommendation: Adopt Resolution No. 135-2007.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with Wildan, Inc. for Construction Management and Plan Review Services.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 4 and 6

8.5. **Subject:** Resolution Authorizing Memorandum of Agreement with the Cordova Recreation and Park District (CRPD) for Pass Through of Sunrise Douglas Park Impact Fees for the Anatolia I & II Bike/Pedestrian Trail, Eagle's Nest Park, Sandpiper Park and Argonaut Park.
Recommendation: Adopt Resolution No. 137-2007.
Result of Recommended Action: Adoption of this resolution will allow the Finance Department to process reimbursement requests totaling $5,684,890.
Staff Report: Donna Silva, Finance Department
Advances Goals: 1, 4, 7, 8 and 11

8.6. **Subject:** Resolution Authorizing Transition Agreement with the County of Sacramento for Transition of Miscellaneous Extended Transportation Services for the Detachment of County Service Area (CSA) No. 10 in the Amount of $922,000.00
Recommendation: Adopt Resolution No. 144-2007
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute the Transition Agreement with the County of Sacramento in order that the following be addressed:
1. Timing of the transfer of funds collected in CSA No. 10;
2. Continuation of the provision of miscellaneous extended services; and
3. Will complete the final action of the detachment from CSA No. 10 from the County.

Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2, 4 and 11

8.7. **Subject:** Community Redevelopment Agency Resolution Authorizing Replacement Housing Plan for Grandee Apartments Acquisition.
Recommendation: Adopt Agency Resolution No. CRA-148-2007.
Result of Recommended Action: Adoption of this resolution will require the agency to submit a replacement housing plan to the Board for any action that will lead to the destruction or removal of dwelling units from the low and moderate income housing market. Approval of the plan is required before the Agency can finalize the acquisition of the Grandee Apartments.
Staff Report: Reed Flory, Housing Administration Department
Advances Goals: 1, 6, 7, 8 and 9
Growing Strong Neighborhoods

8.8. **Subject:** Community Redevelopment Agency Resolution Authorizing Agreement with Kevin M. Powell and Maryam Novbakhtian, Owners of Grandee Apartments, Located at 10545-10591 Folsom Boulevard, in the Amount of $1,340,000.
Recommendation: Adopt Agency Resolution No. CRA-149-2007.
Result of Recommended Action: Adoption of this resolution will authorize the Agency Executive Director to execute an Agreement with the owners of Grandee Apartments.
Staff Report: Micah Runner, Economic Development Department
Advances Goals: 1, 6, 7, 8 and 9
Growing Strong Neighborhoods

8.9. **Subject:** Resolution Authorizing Agreement with the County of Sacramento for Household Hazardous Waste Collection Program in the Amount of $25.00 per Vehicle for a Period of 5 Years.
Recommendation: Adopt Resolution No. 150-2007.
Result of Recommended Action: Adoption of this resolution will authorize the execution of an Agreement with Sacramento County to allow City residents and small businesses to continue to deliver hazardous wastes to the County's Permanent Household Hazardous Waste Collection Facility ("PHHWCF"), located at the North Area Recovery Station ("NARS"), at 4450 Roseville Road, North Highlands. This action will contribute to the safe and efficient collection, transportation, recycling and disposal of hazardous wastes generated in the City.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 4

9. COUNCIL REPORTS

10. CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

10.1. **Subject:** Ordinances Adopting 2007 California Mandated Building Codes.
Recommendation: Waive second reading and adopt Ordinance Nos. 29-2007, 30-2007, 31-2007, 32-2007, 33-2007, 34-2007 and 35-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of the ordinances will bring the City's building codes current with state-mandated codes effective on January 1, 2008.
Staff Report: Adam Lindgren, City Attorney's Office and Tom Trimberger, Building & Safety Department
Advances Goals: 1, 6, 7, 8 and 10

10.2. **Subject:** Urgency Ordinance Extending a Temporary Moratorium on the Establishment, Expansion or Relocation of Recycling Businesses, Check Cashing Businesses, Pawn Shops, Resale Shops, Smoke Shops and Tattoo Parlors Pending the Review and Possible Amendment of Zoning Regulations Applicable to Such Businesses.
Recommendation: Adopt Urgency Ordinance No. 27-2007. **(Roll Call and 4/5ths Vote Required)**
Result of Recommended Action: Adoption of this Urgency Ordinance will prohibit the establishment, expansion, or relocation of recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops and tattoo parlors in Rancho Cordova, for a period of one (1) year, pending the City's review and amendment of zoning regulations applicable to such businesses.
Staff Report: Adam Lindgren and Jose Sanchez, City Attorney's Office, Curt Haven, Economic Development Department, and Jeff Beiswenger, Planning Department
Advances Goals: 1, 5, 6, 8, 9 and 13
Growing Strong Neighborhoods

10.3. **Subject:** Resolution Authorizing a Two-Year Extension to the Non-Exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements and an Ordinance Amending Ordinance No. 22-2005 Relating to the Regulation of Commercial Solid Waste Collection Franchises.
Recommendation: That Council:
1. Adopt Resolution No. 147-2007; and
2. Waive first reading and introduce Ordinance No. 41-2007.

Result of Recommended Action: Adoption of this resolution and ordinance will authorize the City Manager to execute a two year extensions to the Non-exclusive Commercial Solid Waste and Recycling Collection Franchises, executed by the City in December of 2005 and amended in December of 2006.

Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 4

10.4. **Subject:** Resolution Approving Design Review for Fite Corporate Center, Buildings B and C, Project No. RC-07-306, Located at 10101 & 10121 Old Placerville Road. **(Continued from November 19th)**
Recommendation: Adopt Resolution No. 134-2007.
Result of Recommended Action: Adoption of this resolution will complete development of Buildings B and C of the Fite Corporate Center, adding about 145,000 square feet. The final two buildings will complement Building A, which was constructed under the County entitlements, and will also complement the office development occurring in the Mather Field Redevelopment area nearby.
Staff Report: Katja Irvin, Planning Department
Advances Goals: 1 and 9

10.5. **Subject:** Resolution Approving Design Review for BloodSource Laboratory Building, Project No. RC-07-324, Bordered by Schirra Avenue, Bleckely Street, Armstrong Avenue, and Bullard Street.
Recommendation: Adopt Resolution No. 151-2007.
Result of Recommended Action: Adoption of this resolution will continue to set the tone for future developments in the Campus District of the Mather Field Special Planning Area. The architectural design blends the elements of glass, metal and concrete to provide an attractive new home for one of the premier blood research organizations in the world.
Staff Report: Shannan Loveless, Planning Department
Advances Goals: 1, 6, 8 and 13

11. PUBLIC HEARING ITEMS

11.1. **Subject:** Ordinance Amending Title 22.40.035 of the Rancho Cordova Municipal Code Relating to the Household Population Factors for Purposes of Calculating Park Dedication Requirements, as Provided in Government Code § 66477 (Quimby Fee).
Recommendation: Waive first reading and introduce Ordinance No. 40-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will amend the household population factors that are the basis for calculating park dedication requirements for new development. Adoption of accurate population factors will ensure that an appropriate amount of park land is provided within future development.
Staff Report: Paul Junker, Planning Department
Advances Goals: 1, 4 and 8

11.2. **Subject:** Ordinance Amending Chapter 9.96, Title 9, of the City of Rancho Cordova Municipal Code Relating to Emergency Alarms.
Recommendation: Waive first reading and introduce Ordinance No. 42-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of the ordinance should result in the reduction of the number of false alarms that require a response by the Rancho Cordova Police Department. This will lead to a reduction in the costs associated with alarms.
Staff Report: Donna Silva, Finance Department
Advances Goals: 4, 6, 10 and 11

12. *7:30 - BREAK

Council will break for refreshments in the lobby in honor of its newly seated Mayor and Vice Mayor.

13. REGULAR CALENDAR ITEMS

13.1. **Subject:** Rancho Cordova Chamber of Commerce Regarding Fiscal Circumstances for Which the City May Provide Interim Solutions.
Recommendation: Consider request and direct appropriate action.
Result of Recommended Action: Council demonstrates its leadership by considering a request from a key membership organization that supports and promotes the economic vitality of Rancho Cordova.
Staff Report: Joe Chinn, City Manager's Office
Advances Goals: 11 and 13

13.2. **Subject:** Council Member Appointments to Regional Boards and Commissions for 2008.
Recommendation: That Council Member appointments for 2008 be determined for the listed Boards and Commissions, reflected in the attachment to the staff report.
Result of Recommended Action: Action on this item will confirm the 2008 Rancho Cordova City Council Member appointees and alternates to various boards and committees within the region to which Rancho Cordova provides leadership representation.
Staff Report: Anna Olea-Moger, City Clerk's Department
Advances Goals: 1 through 13

13.3. **Subject:** 2008 City Council Meeting Schedule.
Recommendation: That Council determine its meeting schedule for 2008.
Result of Recommended Action: Action on this item will confirm the 2008 meeting schedule for Rancho Cordova City Council Members.
Staff Report: Brenda Lehr, City Clerk's Department
Advances Goals: 1 through 13

14. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

15. CITY MANAGER'S REPORT

16. CLOSED SESSION

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

Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(a) – (one case) – Name of case: *California Native Plant Society v. City of Rancho Cordova et al;* Case No. 07CS01311.

17. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session

18. ADJOURNMENT

Note: *Time listed on the agenda is approximate and for convenience only.

ADITIONAL INFORMATION

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

CITYWIDE GOALS - (Adopted March 20, 2006)	
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Champion Employee Development & High Performance Work Environment
4.	Ensure the Availability of the Best Public Services in the Region
5.	Establish a Vibrant Downtown
6.	Ensure a Safe Community
7.	Improve the Quality of Housing In Rancho Cordova
8.	Sustain a Livable Community
9.	Drive Diverse Economic Opportunities
10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries
13.	Continue To Provide Regional Leadership

UPCOMING MEETINGS	
Monday, January 7, 2008	***5:30 p.m. Regular Meeting – CANCELLED; 5:30 p.m. Special Meeting on AB1234 Mandated Ethics Training in lieu of Regular Meeting.***
TUESDAY, January 22, 2008	***4:00 p.m. Study Session on Draft Zoning Code 5:30 p.m. Regular Meeting***
Monday, February 4, 2008	***4:00 p.m. Study Session on CDBG Work Plan Update 5:30 p.m. Regular Meeting***
Tuesday, February 12, 2008	***5:30 p.m. Work Session on Annual Economic & Fiscal Future Report***
TUESDAY, February 19, 2008	***5:30 p.m. Regular Meeting***
Tuesday, February 26, 2008	***5:30 p.m. Work Session – TENTATIVE***

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

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building Department	(916) 851-8760
Finance Department	(916) 851-8730
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Redevelopment & Economic Development Department	(916) 851-8780

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The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is also available for check out from any library branch. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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

CERTIFICATION OF POSTING OF AGENDA

I, Anna Olea-Moger, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the December 17, 2007 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on December 13, 2007 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 13th day of December 2007 at Rancho Cordova, California.

Anna Olea-Moger

Anna Olea-Moger, CMC, City Clerk

Note: *Time listed on the agenda is approximate and for convenience only.

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MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney
Reuben Meeks, Police Chief

SUBJECT: **REPORT ON ALCOHOL AWARENESS AND UNDERAGE DRINKING**

RECOMMENDATION

Receive Update.

RESULT OF RECOMMENDED ACTION

This update is intended to remind City residents intending to drink or serve alcohol during the upcoming holidays to drink responsibly and not serve alcohol to minors. The update will also provide information about upcoming regulations pertaining to social hosts.

UPDATE

The consumption of alcohol by adults and minors can lead to negative consequences. As key holidays approach, it is important to remind City residents planning on hosting or attending social gatherings where alcohol is served to act responsibly and not serve alcohol to minors.

The Police Department has reported that the City usually receives higher calls for service relating to incidents which involve intoxicated persons during the holidays. The Police Department would like to stress the importance of using designated drivers and responsible drinking. Social hosts can play an important role in helping the Police Department by regulating the amount of alcohol served at their gatherings and ensuring that guests act responsibly.

FUTURE REGULATIONS

At the next City Council meeting, Staff will be presenting an Ordinance which will provide regulations penalizing social hosts which allow minors to consume alcohol at a social gathering. For purposes of the Ordinance, a social host will be defined as a person permitting, allowing, or hosting a gathering.

The Ordinance will set out different steps a social host can take to prevent the consumption of alcohol by minors, such as controlling access to alcoholic beverages at the gathering; controlling the quantity of alcohol beverages; and verifying the age of

persons attending the gathering by inspecting drivers' licenses. The Ordinance will not apply if all minors who are consuming an alcoholic beverage are being supervised by their parents or guardians.

Staff believes adoption of this Ordinance will increase the Police Departments success in dealing with underage drinking by deterring social hosts from serving alcohol to minors at social gatherings.

CONCLUSION

This update is intended to remind all residents to help the City make this holiday season enjoyable and safe for the entire community by making responsible decisions with regards to alcohol and not serving alcohol to minors.

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 19, 2007

4:30 P.M. – Closed Session
Coloma Room

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

DRAFT MINUTES

1. CLOSED SESSION

Mayor Sander called the Closed Session to order in the Coloma Room at 4:34 p.m. to discuss the following item:

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

Conference with Legal Counsel – Public Performance Evaluation (City Attorney) – Pursuant to Government Code Section 54957.

2. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the Dave B. Roberts Council Chambers at 5:45 p.m.

Present: Council Members Cooley, McGarvey, Skoglund, Budge and Mayor Sander
Staff Present: Gaebler, Chinn, Lindgren, Sanchez, Olea-Moger, Lehr, Oliver, Abhar, Junker, Silva, Haven, S. Snyder, Meeks, Griley, Harriman, Thomas, Campbell, D. Snyder, Cuppy, Flory, Simpson, Nichols and Irvin

3. METRO CABLE TV TELECAST ANNOUNCEMENT

The Mayor announced the video recording and playback schedules.

4. PLEDGE OF ALLEGIANCE

Walt Myers led the pledge.

5. INVOCATION

Chaplain Mindi Russell, Rancho Cordova Law Enforcement, Emergency Responders, gave the invocation.

6. CLOSED SESSION REPORT

City Attorney Adam Lindgren reported that Council directed the Mayor to send a letter indicating another year of successful performance.

7. PRESENTATIONS

7.1. The following staff introduced new City Employees:

- Assistant City Manager Joe Chinn introduced Mindy Cuppy, Administrative Support Supervisor;
- Public Works Director Cyrus Abhar introduced Steve Harriman, Integrated Waste Manager; and
- Housing Administrator Reed Flory introduced Diane Snyder, Management Analyst I.

7.2. Mayor Sander presented Certificates of Recognition to Principal Jackie Levy for Cordova High School Students Aleyna Jones and Rizal Curammeng for Excellence in Academic Achievements

7.3. City Clerk Anna Olea-Moger announced that cake and refreshments would be served during break in honor of Mayor Sander's birthday. Council Member Cooley led the audience in the Happy Birthday song.

8. PUBLIC COMMENT

The following individuals addressed the Council:

- Joy H.S. Moon regarding safety in her neighborhood.
- Bruce Risley on upcoming community events.
- Walt Myers regarding various street sidewalks in Rancho Cordova lacking proper ADA accessibility for disabled pedestrians.
- Telephone message objection by Joyce (last name unknown) in opposition to Item 11.1 - Ordinance No. 26-2007 as adoption of ordinance would be a frivolous use of taxpayer dollars and that any issues should be dealt with on a complaint basis only.

9. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Skoglund and carried by a 5:0 roll call vote the Consent Calendar was approved.

9.1. **Subject:** Minutes of City Council Meetings:
1) Special and Regular Meeting of October 15, 2007
2) Special Meeting of October 23, 2007
3) Regular Meeting of November 5, 2007

Recommendation: Adopt Minutes.

9.2. **Subject:** Ordinance Amending Municipal Code 9.28 "Curfew".
Recommendation: Waive second reading and adopt Ordinance No. 23-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will amend the City's daytime curfew regulations in order to improve enforcement coordination with the various school districts serving the City.
Staff Report: Joseph Chapman, City Attorney's Office

9.3. **Subject:** Ordinance Amending Montelena Development Agreement, Project No. RC-04-132, Located on the Corner of Douglas Road to the North and Jaeger Road to the East and is within the SunRidge Specific Plan Area.
Recommendation: Waive second reading and adopt Ordinance No. 25-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance amends the Development Agreement and is intended solely for clarification purposes. The amendment will clarify that the provisions of the Development Agreement do not apply to the wetland preserve. The amendment will not change any substantive provisions of the Agreement.
Staff Report: William Campbell, Planning Department

9.4. **Subject:** Resolution Awarding 4th Amendment of Contract to EDAW, Inc. for Preparation of the Rio Del Oro Environmental Impact Report/Environmental Impact Statement (EIR/EIS) in the amount of $114,335.00.
Recommendation: Adopt Resolution No. 129-2007 .
Result of Recommended Action: Adoption of this resolution will increase contract amount to $1,699,130.00 for the purpose of completion of the EIR/EIS.
Staff Report: Paul Junker, Planning Department

9.5. **Subject:** Resolution Awarding 3rd Amendment of Contract to Jones & Stokes Associates, Inc. for Preparation of Westborough at Easton Environmental Impact Report (EIR) in the amount of $17,310.00.
Recommendation: Adopt Resolution No. 130-2007 .
Result of Recommended Action: Adoption of this resolution will increase contract amount to $444,199.50 for the purpose of completion of the EIR.
Staff Report: Paul Junker, Planning Department

9.6. **Subject:** Resolution Awarding 2nd Amendment of Contract to DMJM Harris for Completion of Preliminary (30 Percent) Design Plans in the Amount of $1,496,600.00, and Resolution Awarding Letter of Authorization to Pacific Municipal Consultants for Environmental Services in the Amount of $170,238.00 for the Rancho Cordova Parkway Interchange Project.
Recommendation: The Council adopt:
1) Resolution No. 131-2007 authorizing the City Manager to execute a 2nd Amendment of Contract to DMJM Harris. Current contract authorized an expenditure of $1,812,662.00 and is approximately 85 percent complete; and
2) Resolution No. 132-2007 authorizing the City Manager to execute a Letter of Authorization to Pacific Municipal Consultants. Current contract authorized an expenditure of $273,538.00 and is fully expended.

Result of Recommended Action: Adoption of these resolutions will allow the project team to complete the Environmental Impact Statement and Environmental Assessment, and obtain State and Federal environmental certification for the Interchange project. The team will also move forward with preliminary engineering plans that will further detail the

project with a significant focus on the design of the bridge over Highway 50, Regional Transit & Union Pacific, and the Folsom South Canal.
Staff Report: Cyrus Abhar, Public Works Department

9.7. **Subject:** Resolution Awarding Contract to KASL Consulting Engineer's for On-Call Surveying and Engineering Design Services in the amount of $150,000.00.
Recommendation: Adopt Resolution No. 136-2007 .
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with KASL Consulting Engineer's, Inc. for on-call surveying and engineering design services support to the Public Works Department.
Staff Report: Cyrus Abhar, Public Works Department

10. CONSENT PUBLIC HEARING ITEMS

Mayor Sander opened the Consent Public Hearing comment period. There were no speakers. Mayor Sander closed the Consent Public Hearing comment period.

ACTION: Motion by Cooley second by McGarvey and carried by a 5:0 vote the Consent Public Hearing Item 10.1 was continued to December 3rd and Consent Public Hearing Item 10.2 was continued to December 17th.

10.1. **Subject:** Resolution Approving Mills Shopping Center Pad E Design Review, Conditional Use Permit, and Non-Conforming Use Permit, Project No. RC-07-313, Located at 10359 Folsom Boulevard.
Recommendation: That Council continue item to December 3rd.
Result of Recommended Action: Continuation of this item will allow the project architects, Rauschenbach Marvelli Becker, additional time to address minor issues related to the site plan.
Staff Report: William Campbell, Planning Department

10.2. **Subject:** Resolution Approving Fite Corporate Center, Buildings B and C, Design Review, Project No. RC-07-306, Located at 10101 and 10121 Old Placerville Road.
Recommendation: That Council continue item to December 17th.
Result of Recommended Action: Continuation of this item will allow the applicant, Fite Development Company, and the Public Works Department to negotiate transportation and public infrastructure fees.
Staff Report: Katja Irvin, Planning Department

11. PUBLIC HEARING ITEM

11.1. **Subject:** Ordinance Amending Rancho Cordova Municipal Code Chapter 16.20, Updating the Chapter and Establishing a Rental Housing Inspection Program.
Recommendation: Waive first reading and introduce Ordinance No. 26-2007. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will update Chapter 16.20 of the City's Municipal Code , "Rancho Cordova Housing Code," and establish a Rental Housing Inspection Program. The purpose of this Program will be to ensure that all rental housing complies with State mandated minimum housing requirements.
Staff Report: Curt Haven and Kerry Simpson, Economic Development Department and Jose Sanchez, City Attorney's Office

Mayor Sander opened the public hearing on Item 11.1. The following individuals addressed the Council:

- Cory Koehler in support of the item.
- Frank Campa in support of the item.

Mayor Sander closed the public hearing on Item 11.1.

ACTION: Motion by Budge second by Cooley and carried by a 5:0 roll call vote, Council waived first reading and introduced Ordinance No. 26-2007.

12. BREAK

AT THIS POINT Mayor Sander recessed the meeting. The full Council reconvened .

13. REGULAR CALENDAR ITEMS

13.1. **Subject:** Conceptual Design Approval for White Rock Park Pedestrian Overcrossing of Highway 50.
Recommendation: That Council:
1) Concur with conceptual recommendations for the design of a new pedestrian bridge over Highway 50 near White Rock Park.
2) Accept the alignment and bridge width concept.
Result of Recommended Action: Caltrans will move forward with type size and location bridge design work that is needed to keep the project on schedule. Additional architectural details for the overcrossing will be developed in the next two months through consultation between Caltrans and City staff. A final architectural recommendation will be presented to City Council in early 2008.
Staff Report: Cyrus Abhar, Public Works Department

Mayor Sander opened the public comment period on Item 13.1. There were no speakers. Mayor Sander closed the public comment period on Item 13.1.

ACTION: Motion by McGarvey second by Cooley and carried by a 5:0 vote, Council concurred with conceptual recommendations for the design of a new pedestrian bridge over Highway 50 near White Rock Park and accepted the alignment and bridge width concept with exception that project information be submitted to the Rancho Cordova Police Department for review of safety issues and confirmed with CalTrans personnel.

13.2. **Subject:** First Quarter Financial Report for Fiscal Year 2007-08.
Recommendation: Receive and File Report.
Result of Recommended Action: Report will be received and filed.
Staff Report: Donna Silva, Finance Department
Mayor Sander opened the public comment period on Item 13.2. There were no speakers. Mayor Sander closed the public comment period on Item 13.2.

ACTION: No action taken; discussion item only.

14. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None

15. COUNCIL REPORTS

Council Members reported on various events since the last Council meeting.

16. CITY MANAGER'S REPORT

None

17. OPEN SESSION – COMMUNITY REDEVELOPMENT AGENCY ITEM

City Attorney Adam Lindgren requested Council, acting as the Community Redevelopment Agency, authorize City's negotiators Micah Runner, Economic Development Manager and Steve Long, Real Estate Consultant with Overland, Pacific & Cutler, Inc. to negotiate with Kevin M. Powell, et al for the acquisition of property located at 10545-10591 Folsom Boulevard (Parcel Number 057-0223-019).

ACTION: Motion by Budge second by Skoglund and carried by a 5:0 vote, Council approved the designated negotiators to proceed with negotiations.

18. CLOSED SESSION

Council adjourned to Closed Session at 8:59 to discuss the following items:

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

Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code Section 54956.9 (a) - (one case) - Name of case: *California Native Plant Society v. City of Rancho Cordova et al*; Case No. 06CS01311.

Conference with Legal Counsel – Pursuant to Government Code Section 54956.8 for a matter pertaining to real property negotiations.

19. OPEN SESSION – REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported there was no reportable action.

20. ADJOURNMENT

Mayor Sander adjourned the meeting at 9:35 p.m. in memory of Peggy Hayes, founding family and activist for preserving the Kilgore Cemetery, and Former Code Enforcement Manager, Yvonne DeHaan.

_____
Anna Olea-Moger, CMC, City Clerk

SPECIAL JOINT MEETING
CITY COUNCIL & PLANNING COMMISSION

City Hall
American River Community Room - North
2729 Prospect Park Drive, Rancho Cordova

Tuesday, November 27, 2007

5:30 p.m. - Work Session

DRAFT MINUTES

1. WORK SESSION – CALL TO ORDER / ROLL CALL

Mayor Sander called the special meeting to order in the American River North Community Room at 5:34 p.m.

Present: Council Members Cooley, Skoglund, Budge and Mayor Sander
Planning Commissioners Burke (arrived at 5:55), Cummings, Savorn, Smith (arrived at 5:39), Vance, Moe and Chair Konarski
Absent: Council Member McGarvey
Staff Present: Gaebler, Lindgren, Chapman, Lehr, Junker, Johns, Beiswenger, Jordan, Haven and Irvin

2. WORK SESSION ITEM

Subject: Discussion of Draft Zoning Code Chapters Regarding Zoning Districts, Allowable Land Uses and Form-Based Provisions.
Recommendation: Review and discuss a portion of the draft Zoning Code, with a focus on zoning districts, allowable land uses and form-based provisions.
Result of Recommended Action: Council and Planning Commission comments and direction on the Draft Zoning Code chapters will allow staff to finalize Article 4: Zoning Districts, Allowable Use and Development Standards and Article 5: Form-Based Provisions, of the Draft Zoning Code currently under development by planning department staff. No formal action is required or anticipated at this meeting.
Staff Report: Jeffrey Beiswenger, Planning Department
Advances Goals: 1, 2, 4, 5, 6, 7, 8 and 9

ACTION: Discussion item only; No action taken.

3. PUBLIC COMMENT

None

4. ADJOURNMENT

Mayor Sander adjourned the special meeting at 8:30 p.m.

_____
Brenda Lehr, Deputy City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 28-2007

AN ORDINANCE OF THE CITY COUNCIL AMENDING RANCHO CORDOVA MUNICIPAL CODE SECTION 4.54.375(b), RELATING TO THE PERMITTING AND SALE OF FIREWORKS IN THE CITY

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

Section 1. Purpose and Declarations.

WHEREAS, upon incorporation, the City of Rancho Cordova adopted by reference Sacramento County Code Title 4, Chapter 4.54, Article 7, "Fireworks." This Article established regulations pertaining to the permitting and sale of fireworks in the City; and

WHEREAS, on February 22, 2005, the City adopted Ordinance No. 04-2005, amending Article 7 in order to clarify the regulations; and

WHEREAS, the City now wishes to once again modify the Article by amending Section 4.54.315(b) to further clarify the requirement for organizations selling fireworks to submit a financial statement.

Section 2. Amendment.

Rancho Cordova Municipal Code Title 4, Chapter 4.54, Article 7, "Fireworks," Section 4.54.375(b), "General Provisions," is hereby amended to read as follows:

"b. Each organization granted a permit must submit a verified financial statement to the City showing the total gross receipts, all expenses incurred and paid in connection with the purchase of fireworks and the sale thereof, and to whom and for what purpose the net proceeds were distributed. The financial statements shall be made on forms furnished by the City or photocopied directly from the organization's financial report. Statements must be filed with the Finance Director no earlier than March 1st, nor later than the second Tuesday in April of the year after the year in which the permit was issued. Any organization which was granted a permit in the preceding year, and wishes to file an application for a new City business license to sell fireworks pursuant to this Chapter, shall include the verified financial statement required by this Section as part of the application. The filing of a verified financial statement is a condition precedent to the granting of any subsequent permit to any such organization."

Section 3. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. Effective Date

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

ADOPTED, THIS 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 38-2007

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE CITY'S CODES INCLUDING TITLES: 3, "REVENUE AND TAXATION"; 4, "BUSINESS REGULATION"; 5, "FRANCHISES"; 6, "HEALTH AND SANITATION"; 9, "PUBLIC PEACE, MORALS AND SAFETY"; 10, "VEHICLES AND SAFETY"; 12, "STREETS AND SIDEWALKS"; 14, "AGRICULTURAL ACTIVITIES AND WATER USE AND CONSERVATION"; 16, "BUILDINGS AND CONSTRUCTION"; 19, "TREES"; 21, "PLANS"; AND 22, "LAND DEVELOPMENT" IN PREPARATION FOR CODIFICATION OF THE CITY'S MUNICIPAL CODE

WHEREAS, the City of Rancho Cordova ("City") incorporated on July 1, 2003; and

WHEREAS, pursuant to Ordinances 20-2003 and 21-2003, the City adopted by reference certain provisions of the Sacramento County Code for use as the laws of the City; and

WHEREAS, the City has, from time to time, amended the provisions of the Sacramento County Code adopted by reference, as well as adopted new laws applicable within the boundaries of the City; and

WHEREAS, the City now desires to codify all of these changes in a single set of codes that can be referenced by the City and members of the public; and

WHEREAS, the adoption by reference of the Sacramento County Code has resulted in the City's laws containing out-of-date references and provisions, which have no application within an incorporated city; and

WHEREAS, the City desires to correct these references and remove inapplicable provisions prior to its codification of the City's municipal code.

NOW THEREFORE BE IT RESOLVED, the City Council of Rancho Cordova does ordain as follows:

Section 1. Amendment of Codes.

The City's codes, which were adopted by reference from the County of Sacramento's codes pursuant to Ordinances 20-2003 and 21-2003, are amended as set forth in **Exhibit 1** to this ordinance.

Section 2. 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

AGENDA ITEM 8.3

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 3. Effective Date and Publication.

Within fifteen (15) days from and after adoption, a summary of 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 17th day of December , 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

A. Substitution of Appropriate Reference to City.

1. With the exception of Chapter 5.50, "Cable Television Ordinance," Chapter 5.75, "Cable Television Licensing Ordinance," Chapter 6.20, "Solid Waste Management," and Title 15, "Water and Sewers," and except as otherwise set forth in this ordinance, the following terms contained in the provisions of the Sacramento County Code adopted by reference by the City of Rancho Cordova are amended as follows:

   a. All references to "California Administrative Code" shall be changed to the "California Code of Regulations";
   b. All references to "Sheriff's department" shall be changed to "Rancho Cordova Police Department";
   c. All references to "Sheriff" shall be changed to "Chief of Police";
   d. All references to "unincorporated area of the County," "unincorporated area of the County of Sacramento," and "an unincorporated area" shall be changed to "City of Rancho Cordova";
   e. All references to "Sacramento County Administrative Regulations, shall be changed to "Rancho Cordova Administrative Regulations";
   f. All references to "Building Inspection Division," and "Building Inspection Division of the Public Works Agency," shall be changed to "Building and Safety Department";
   g. All references to "Business Licensing Division," shall be changed to "Finance Department";
   h. All references to "Director of Planning and Community Development," shall be changed to "Planning Director";
   i. All references to "Board of Supervisors" and "board," when such abbreviated reference is being made to the Board of Supervisors shall be changed to "City Council";
   j. All references to "Project Planning Commission" shall be changed to "Planning Commission";
   k. All references to "Policy Planning Commission" shall be changed to "Planning Commission";
   l. All references to "County Executive" shall be changed to "City Manager";
   m. All references to "Zoning Administrator" shall be changed to "Planning Director";
   n. All references to "Chief Building Inspector" shall be changed to "Chief Building Official";
   o. All references to "Public Works Agency" shall be changed to "Department of Public Works";
   p. All references to "Administrator of Public Works" shall be changed to "Director of Public Works"; and
   q. All references to "Sacramento County Code" or "County Code" shall be changed to "Municipal Code."
   r. All references to Government Code section 25132 shall be changed to Government Code section 36900."

B. Title 3 – Revenue and Taxation.

Title 3, "Revenue and Taxation" is amended as follows:

1. Chapter 3.40, "User Utility Tax," Section 3.40.040, "Definitions," subsection (l) is amended to read as follows:

   "'Tax Administrator means the Finance Director."

2. Chapter 3.44, "Transactions and Use Tax," is deleted in its entirety.

C. Title 4 – Business Regulation.

Title 4, "Business Regulation," is amended as follows:

1. Chapter 4.02, "General Provisions," Section 4.02.100, "Violations" shall read as follows:

   "Except as otherwise specifically provided, pursuant to the provisions of Government Code Section 36100, violation of any of the provisions contained in this Title shall constitute an infraction subject to a minimum fine of one hundred dollars ($100.00) for each day or any portion thereof a violation continues.

   Violation of any of the following provisions of this Title following service at the enterprise of a written notice by an enforcing official advising of the violation and ordering a cessation thereof, shall pursuant to the provisions of Section 1.01.190 contained in Title 1 of this Code, constitute a misdemeanor: sections 4.06.005, 4.06.006, 4.10.005, 4.14.015, 4.18.050, 4.22.010, 4.26.005, 4.28.020, 4.29.025, 4.30.005, 4.34.200, 4.34.210, 4.38.205, 4.50.005, 4.50.050, 4.50.130, 4.50.200, 4.50.205, 4.54.260, and 4.58.135. As used in this Paragraph, an enforcing official includes the Police Chief, the City Manager, the Finance Director or any other City official charged with the responsibility of administering the provisions of this Title. Pursuant to the provisions of Section 836.5 of the Penal Code, city officials charged with the inspection of business licenses and acting under the direction and control of the City Manager or the Finance Director or their designees shall be authorized to enforce and arrest persons without a warrant for violations of those provisions within those Chapters and Articles of this Title which are assigned, respectively, to the administrative responsibility of the City Manager or the Finance Director or their designees.

   Violation of any of the provisions of this Title may be remedied by injunction or other civil proceedings commenced in the name of the City by the City Attorney pursuant to direction by the City Council."

2. Chapter 4.02, "General Provisions," Section 4.02.120, "Effectiveness" is deleted in its entirety.

3. Chapter 4.06, "General Business Licenses," Section 4.06.085, "Issuance," is amended by changing the reference to "Business and Professions Code section 16100 subdivision (c), "to "Business and Professions Code section 16000 subdivision (c)."

4. Chapter 4.06, "General Business Licenses," Section 4.06.115, "Undetected violations," is amended by changing the reference to "Business and Professions Code section 16100, "to "Business and Professions Code section 16000."

5. Chapter 4.06, "General Business Licenses," Section 4.06.212, "Appeal From Denial of Initial Application for Business License for Sexually Oriented Business," is amended by changing the reference to "Section 130-157.5 of the Sacramento County Zoning Code," to "the Rancho Cordova Zoning Code."

6. Chapter 4.26, "Bingo Games," Section 4.26.000, "Statement of Purpose," is amended to read as follows:

"The City adopted the provisions set forth in this Chapter by reference to the Sacramento County Code upon incorporation in 2003. The need for the regulations in this Chapter is based upon the findings and experience of the County prior to that time. In 1977, the County of Sacramento enacted an ordinance enabling qualified charitable organizations to operate bingo for fund raising purposes. The popularity and profitability of the games led to an increase in County licensed games. The proliferation of newly chartered and out of county charities seeking bingo licenses within the County created a situation which strained the County's ability to regulate existing licensees and jeopardizes the protection of legitimate charitable interests.

The County's past enforcement experience has demonstrated the following:

a. Time, effort and expense are increasing geometrically. State and local statutes demanded a technical accounting of proceeds. As volume increases, the ability to audit, and enforce state and local law is compromised. Although many operators are highly efficient and reputable, others are inefficient and creative in avoiding the letter of the law.
b. If all licensees were efficient and reputable, regulatory supervision would be almost perfunctory. Such is the case with many existing licensees. Others, however, require exhaustive monitoring and enforcement. Integrity is a difficult commodity to ascertain in advance of licensure. Thorough screening of applicants prior to licensure is desirable, and required by local ordinance. Pursuant to Rancho Cordova Municipal Code Sections 4.10.035 and 4.10.040, the Chief of Police conducts a thorough investigation into the background of applicants, and their organizations, in order to assure that licensure would not set the stage for fraud and deceit. Such investigation is particularly difficult when applicants have no local track record.
c. Both newly chartered and out of area charities proved to be problematic. Several folded within months of licensure due to financial collapse. While

some financial failure may be innocently explained, others were clearly bankrupted by the misappropriation of charitable proceeds. Whether innocent or criminal causes underlie these failures, short-lived charities monopolize an inordinate amount of expense, which never ripened to benefit any charity.

A one year operational prerequisite would allow City energies to be more efficiently allocated. Pre-license screening would be supplemented with the objective track record of each applicant. The number of unstable or pretextual organizations will be reduced.

The purposes of this Chapter are to protect the health, safety and welfare of the citizens within the unincorporated area, to assure that City expenditure is efficiently allocated, and to safeguard legitimate charitable purposes.

The purpose for allowing an eligible organization to conduct bingo games in Rancho Cordova is to provide that organization an additional source of revenue to further the purpose for which that organization was created. A licensee organization conducting bingo games without generating a profit from those games does not fulfill the purpose for which bingo is permitted.

Organizations with a proven track record demonstrating that the game can produce a certain level of profits for charitable purposes, as opposed to proceeds going largely to overhead expenses of the game, should be allowed to conduct further games on various days of the week.

The purpose of requiring a separate license for separate functions of bingo operations, such as a bingo parlor license, a bingo supplier license, and a license for the actual conduct of the games, is to ensure that each function is conducted by a separate and independent person or entity. Such regulation aids in assuring the integrity of the game and in minimizing the problems of undue influence being used against an organization that is licensed to conduct bingo. Recent history has shown that nonprofit organizations are not beyond exercising undue influence against smaller organizations and channeling some of the monies meant for charitable purposes into the private accounts of dishonest members. Further, requiring separation of functions lessens the opportunity for fraud, collusion, and self-dealing.

The purpose of requiring those organizations licensed to conduct bingo games to pay amounts owed to the bingo parlor before the next day of bingo operation and to pay the bingo supplier within thirty days of the invoice date or ten days of the statement date, whichever occurs later, is a direct effort to preclude the parlor or the supplier from acquiring a financial interest in the games. The existence of a debtor-creditor relationship is inimical to the integrity of the bingo games. In the realm of gaming, and bingo is gaming, debts owed to the parlor or supplier by the organization licensed to conduct bingo can be used by the parlor or supplier to exert undue influence on the conduct of the games, and to increase the overhead expenses charged to these organizations. Organizations indebted to the parlor or

supplier are thus placed in a position of sharing profits with the parlor or supplier to the detriment of the charitable purpose."

7. Chapter 4.32, "Junk Tire Storage," Section 4.32.005, "Director," is amended by changing the reference to "County Director of Planning and Community Development" to "Planning Director."

8. Chapter 4.34, "Adult-Related Establishments," Section 4.32.055, "Exemptions," subsection (e) is amended to read as follows:

   "A school of massage, recognized by the State of California which: (i) teaches the theory, ethics, practice, profession and work of massage; and (ii) requires a residence course of study to be given before the student is furnished with a diploma or certificate of learning or completion; and (iii) has been approved pursuant to Section 94915 of the Education Code, or, if said school is not located in California, has complied with the standards commensurate with those specified in said Section 94915. A "recognized school of massage" as those terms are used above, shall not include a school or institution of learning offering or allowing correspondence course credit not requiring actual attendance at class, or courses of massage technician not approved by the California State Department of Education."

9. Chapter 4.34, "Adult-Related Establishments," Section 4.32.220, is amended by changing the reference to "Penal Code Section 482(a)," to "Business & Professions Code Section 482(a)."

10. Chapter 4.38, "Outdoor Festivals," is amended by changing the references to "County Treasurer – Tax Collector" and "Treasurer – Tax Collector" to "Finance Director."

11. Chapter 4.38, "Outdoor Festivals," Section 4.38.055, "Sponsor Responsibilities – Security Personnel" is amended by deleting the term "male."

12. Chapter 4.38, "Outdoor Festivals," Section 4.38.090, "Sponsor Responsibilities – Food" shall be amended to read as follows:

    "In selling, preparing, delivering, or serving food or beverages or both, all persons shall comply with all applicable state, county and local health and food safety laws."

13. Chapter 4.50, "Other Businesses," is amended by changing the references to "County Treasurer – Tax Collector" and "Treasurer – Tax Collector" to "Finance Director."

14. Chapter 4.50, "Other Businesses," Section 4.50.010, "Issuance," is deleted in its entirety.

15. Chapter 4.50, "Other Businesses," Section 4.50.060, "Minors Prohibited," is deleted in its entirety.

16. Chapter 4.50, "Other Businesses," Section 4.50.110, "Definitions – Coordinator," is amended to read as follows:

"The term "Coordinator" shall mean the City Manager or the City Manager's designee."

17. Chapter 4.50, "Other Businesses," Section 4.50.135, "Exceptions," subdivision (d) is deleted in its entirety.

18. Chapter 4.50, "Other Businesses," Section 4.50.150, "Conditions," is amended by changing the reference to "Risk Management Office of the Department of Personnel Management," to "City's Risk Manager."

19. Chapter 4.60, "Regulation of Alcohol Sales," Section 4.60.020, "Review of Applications," is amended by changing the references to "Environmental Health Division of the Department of Environmental Management" and "Division of Environmental Health" to "Neighborhood Services Division."

D. Title 5 – Franchises.

Title 5, "Franchises," is amended as follows:

1. Chapter 5.04, "General Provisions," is amended by changing all references to "tax collector" and "tax and license collector" is changed to "Finance Director."

2. Chapter 5.04, "General Provisions," Section 5.04.030, "Definitions," subsection (c) is amended to read as follows:

'Finance Director' means the Finance Director of the City of Rancho Cordova, or his or her authorized representative."

3. Chapter 5.04, "General Provisions," Section 5.04.070, "Severely physically handicapped person," is amended as follows:

"A severely handicapped person, who has no fixed place of business in Rancho Cordova, may hawk, peddle and vend any goods, wares, or merchandise owned by him, except spirituous, malt, vinous, or other intoxicating liquor, without payment of any license fee. As used in this section a "severely physically handicapped person" means a person who is blind, or deaf, or who suffers from some severe physical defect which would cause a substantial detriment in any effort to obtain gainful employment. Any person granted a license pursuant to the provisions of this section shall not be exempt from any other provision of this chapter."

4. Chapter 5.04, "General Provisions," Section 5.04.090, "License application – Fee," is amended to read as follows:

"The Finance Director shall prepare and have printed, numbered blank license application forms with stubs, for all businesses mentioned in this chapter, and shall require such information thereon as he may deem necessary. A fee of two dollars shall be collected by the Finance Director for the issuance of each application, except an application for renewal of a license. The stubs of all application forms and permits sold shall be preserved by the Finance Director for at least one year after the date of issuance."

5. Chapter 5.04, "General Provisions," Section 5.04.100, "License issuance – Fee," is amended to read as follows:

"The Finance Director shall also prepare and have printed, numbered blank license forms with stubs, for all businesses subject to the provisions of this chapter, and shall provide such information thereon as he may deem necessary for the proper administration of this chapter. The Finance Director shall prepare and maintain a complete accounting of all licenses issued, including a listing of serial numbers appearing on the licenses. Fees charged for these permits shall be as provided in this chapter. The license when validated by the signature of the Finance Director shall constitute authorization to operate and conduct the business described in the application therefore, for the period of time indicated on the face of the license."

6. Chapter 5.04, "General Provisions," Section 5.04.110, "Procedures," is amended to read as follows:

"The Finance Director shall establish such procedures as he may deem necessary to ensure a proper accounting of all licenses issued. The procedures shall be subject to the approval of the City Manager.

7. Chapter 5.04, "General Provisions," is amended by changing the references to "tax collector" and "tax and license collector" to "Finance Director" in the following sections:

a. 5.04.120, "Fees payable when";
b. 5.04.390, "Solicitor permit";
c. 5.04.400, "Statement of exemption";
d. 5.04.510, "Transferability of license";
e. 5.04.640, "Renewal"; and
f. 5.04.650, "Enforcement."

8. Chapter 5.04, "General Provisions," is amended by changing the references to "Board of Supervisors" and "Board" to "City Manager."

9. Chapter 5.64, "Soliciting for Charitable Purposes," Section 5.64.010, "Legislative findings and statement of purpose," is amended to read as follows:

"The City Council finds that persons and organizations have been and are soliciting funds and property in the city on the representation that such funds and property are to be used for charitable or religious purposes, when in truth and in fact such funds and property may be and often are used wholly or in large part for the private profit of the individuals promoting such solicitations; that a variety of misrepresentations and other frauds are at times employed in such solicitations; that as the result of such activities, responsible and needed charitable and religious solicitations suffer from the suspicion engendered by these practices, and the residents of the city have in many cases been defrauded and otherwise imposed upon for lack of adequate protection; and that the public safety and convenience necessitates the exercise of the police power of the county through the enactment and enforcement of this chapter for the purpose of preventing such practices, and promoting an atmosphere conducive to the scrupulous solicitation efforts of bona fide charities and religious groups within the city.

The City Council further determines that these interests of the residents of the city can be best served by providing for procedures for the control of charitable solicitations in the city."

10. Chapter 5.64, "Soliciting for Charitable Purposes," Section 5.64.020, "Definitions," is amended by deleting subsections (h), "Committee," and (i), "Board."

11. Chapter 5.64, "Soliciting for Charitable Purposes," Section 5.64.040, "Charitable solicitations committee--Membership duties--Powers," is retitled "Finance Director – Powers," and amended to read as follows:

"The Finance Director is authorized, empowered and directed to undertake the administration of the provisions of this chapter. It shall be the duty of the Finance Director to cause to be investigated each application for a permit required by the provisions of Section 5.64.050 hereof, and to maintain each application on file, together with its recommendation thereon, all of which shall be subject to public inspection at any reasonable time. The Finance Director shall have the power to issue and revoke permits as hereinafter provided, to direct investigations and to do and perform all other acts which may be necessary or proper within the scope of the director's duties and functions."

12. Chapter 5.64, "Soliciting for Charitable Purposes," is amended to change all references to "charitable solicitations committee" and "committee" to "Finance Director."

13. Chapter 5.64, "Soliciting for Charitable Purposes," is amended to change the reference to "county tax and license collector" to "Finance Director" in the following sections:

    a. Section 5.64.060, "Application for permit."

b. Section 5.64.170, "Report required."
c. Section 5.64.180, "Promoters – Permit and bond required."

14. Chapter 5.64, "Soliciting for Charitable Purposes," Section 5.64.130, "Appeal – Charitable solicitations appeals board," is retitled "Appeal – City Manager," and amended to read as follows:

"Any applicant who is denied a permit hereunder or whose application therefore has been neither granted or denied within thirty days from the date of filing the application, or whose permit has been revoked, may appeal in writing by filing his appeal with the city finance department within ten days after receiving notification that his application for a permit has been denied, or that his permit has been revoked, or, if not so notified, within forty days after filing of his application.

The City Manager, or the City Manager's designee, shall consider and determine the appeal. The City Manager shall have the power to summon witnesses, to take testimony and other evidence to conduct hearings and to do and perform all other acts which may be necessary or proper within the scope of his or her duties and powers.
The City Manager, after hearing at a time and place to be set by the City Manager, within thirty days from the date of filing such appeal, shall, conditionally or otherwise, either grant, deny, reinstate or refuse to reinstate such permit."

15. Chapter 5.75, "Cable Television Licensing Ordinance," Section 5.75.802, "Monetary Penalties," is amended by changing the reference to Government Code section 53088.1(o) to "Government Code section 53088.2(r)."

E. Title 6 – Health and Sanitation.

Title 6, "Health and Sanitation," is amended as follows:

1. Chapter 6.04, "Food Handling Establishments," is deleted in its entirety.

2. Chapter 6.08, "Meat Regulations," is deleted in its entirety.

3. Chapter 6.12, "Milk Regulations," is deleted in its entirety.

4. Chapter 6.16, "Pollution," is amended by changing all references to "in the Sacramento River or the American River" to "in the American River."

5. Chapter 6.16, "Pollution," Section 6.16.010, "Discharging into Rivers Unlawful," is amended by changing the reference to "of either of the rivers" to "of the river."

6. Chapter 6.16, "Pollution," Section 6.16.040, "Washing Cloths – Bathing," is amended by deleting the phrase "in the County."

7. Chapter 6.29, "Prohibition of Water Wells within a Certain Portion of the Unincorporated Territory of the County of Sacramento," is deleted in its entirety.

8. Chapter 6.34, "Underground Storage of Hazardous Substances," is deleted in its entirety.

9. Chapter 6.36, "Pear Blight," is deleted in its entirety.

10. Chapter 6.50, "Commercial Hog Ranches," is deleted in its entirety.

11. Chapter 6.56, "Abandoned Vehicles," Section 6.56.210, "Notice of Intention to Abate and Remove Vehicle – Required Contents," is amended by changing the reference to "Section 25845 of the Government Code," to "Section 38773 *et seq.* of the Government Code."

12. Chapter 6.56, "Abandoned Vehicles," Section 6.56.220, Notice of Intention to Abate and Remove Vehicle – Exceptions," subsection (b)(iii) is amended by changing the reference to "$200," to "$300."

13. Chapter 6.56, "Abandoned Vehicles," Section 6.56.270, "Public Hearings - Decision," is amended by changing the reference to "Section 25845 of the Government Code," to "Section 38773 *et seq.* of the Government Code."

14. Chapter 6.56, "Abandoned Vehicles," Section 6.56.320, "Assessment of Cost Against Real Property," is amended by changing the reference to "Section 25845 of the Government Code," to "Section 38773 *et seq.* of the Government Code."

15. Chapter 6.56, "Abandoned Vehicles," Section 6.56.370, "Treble Cost," is amended by changing the reference to "Section 25485.5 of the Government Code," to "Section 38773.7 of the Government Code," and changing the reference to "Section 25845 of the Government Code," to Section 38773 *et seq.* of the Government Code."

16. Chapter 6.60, "Enforcement," Section 6.60.020, "Penalty," is amended by changing the reference to "Section 19(c) and 19(d) of the California Penal Code," to "Section 19.6 and 19.7 of the California Penal Code."

17. The following sections of Chapter 6.64, "Swimming Pool Service Companies," are deleted in their entirety:

    a. Section 6.64.010, "Definitions," subsections (d), (e), (f) and (g);
    b. Section 6.64.030, "Registration";
    c. Section 6.64.040, "Requirements for Optional Registration";
    d. Section 6.64.050, "Posting Certificate of Registration";
    e. Section 6.64.080, "Suspension or Revocation";
    f. Section 6.64.090, "Appeal of Denial of Certificate of Registration";
    g. Section 6.64.100, "Notice"; and
    h. Section 6.64.130, "Regulations."

18. Chapter 6.64, "Swimming Pool Service Companies," is amended by changing the references to "Division 104, Part 10, Article 5 of the California Health and Safety Code" to "Division 104, Part 10, Chapter 5, Article 5 of the California Health and Safety Code."

19. Chapter 6.64, "Swimming Pool Service Companies," Section 6.64.060, "Maintenance Standards," is amended by deleting the phrase "regardless of whether of not the company has obtained a Certificate of Registration."

20. Chapter 6.68, "Noise Control," Section 6.60.090, "Exemptions," subsection (i) is amended by changing the reference to "Article 3 and 3.5 of Chapter 4 of Division 9 of the Public Utilities Code of the State of California," to "Article 3 and 3.5 of Chapter 4 of Part 1 of Division 9 of the Public Utilities Code of the State of California."

21. Chapter 6.68, "Noise Control," Section 6.68.145, "Radios, Tape Players on Publicly Owned Property," is retitled as "Audio Devices on Publicly Owned Property," and is amended by changing all references to "radio, tape player, tape recorder, record player or television" to "radio, tape player, tape recorder, record player, television or other audio device."

22. Chapter 6.68, "Noise Control," Section 6.68.100, "Pre-Existing Industrial or Commercial Facilities – Transition Period," is deleted in its entirety.

23. Chapter 6.80, "Fly and Rodent Abatement," is amended by changing the references to "Department of Environmental Management" to "Neighborhood Services Division."

24. Chapter 6.82, "Labor Camps," is deleted in its entirety.

25. Chapter 6.96, "Hazardous Materials Disclosure Permits," is deleted in its entirety.

26. Chapter 6.99, "Hazardous Materials and Waste Regulatory Fees," is deleted in its entirety.

27. Chapter 6.110, "Environmental Health Service Fees," is deleted in its entirety.

F. Title 9 – Public Peace, Morals and Safety.

Title 9, "Public Peace, Morals and Safety," is amended as follows:

1. Chapter 9.36, "Park Regulations," Section 9.36.010, "Definitions," is amended to read as follows:

   "As used in this chapter:

   a. "City" means the City of Rancho Cordova.
   b. "Director" means the City Manager or his authorized representative.

c. "Department" means the City department, if any, directed by the City Manager to oversee parks and recreation facilities in the City.
d. "Facility" or "park facility" means any body of water, land, campsite, recreation area, building, structure, system, equipment, machinery or other appurtenance owned, managed, controlled or operated by the City of Rancho Cordova."

2. Chapter 9.36, "Park Regulations," is amended by changing all references to "Department of Regional Parks" to "Department."

3. Chapter 9.36, "Park Regulations," Section 9.36.030, "Violation of Regulations – Sanctions," is amended by changing the reference to "Sections 19(c) and 19(d) of the California Penal Code," to "Sections 19.6 and 19.7 of the California Penal Code."

4. Chapter 9.36, "Park Regulations," Section 9.36.057.5, "Consumption of Alcoholic Beverages," is amended by changing the reference to "Government Code Section 25132" to "Government Code Section 36900."

5. Chapter 9.36, "Park Regulations," Section 9.36.059, "Fireworks," is amended by changing the reference to "Section 12504 of the California Health and Safety Code," to "Section 12529 of the California Health and Safety Code."

6. Chapter 9.36, "Park Regulations," Section 9.36.059, "Authority to Arrest and Cite," is amended to read as follows:

"a. City of Rancho Cordova Park Facilities--Employees. Pursuant to the Public Resources Code, the Director, and such park and recreation employees that may be designated by the Director, shall have the authority and immunities of public officers and employees as set forth in Section 836.5 of the Penal Code to make arrests and issue citations in accordance with the provisions of Chapter 5C (commencing with Section 853.5), Title 3, Part 2 of the Penal Code, for misdemeanor violations of laws of the State of California, and ordinances of the City of Rancho Cordova, committed within their presence in a city park or recreation area.

b. City of Rancho Cordova Park Facilities--Park Ranger. Pursuant to authorization granted by Penal Code Section 830.31 Subsection (b), those employees designated Park Rangers by the City of Rancho Cordova shall have the power of peace officers as provided in Penal Code Section 830.31. Such designation as Park Ranger may be made when the employee is regularly employed and paid in that capacity and if the primary duty of the peace officer is the protection of City of Rancho Cordova park facilities and the preservation of peace therein.

c. Recreation and Park Districts--Pursuant to the authorization of Section 5786.17 of the Public Resources Code, the director of a recreation and park district created pursuant to Public Resources Code Section 5780, et seq., and uniformed park and recreation employees designated by the director, shall have

the authority and immunities of public officers and employees as set forth in Section 836.5 of the Penal Code to make arrests and issue citations in accordance with the provisions of Chapter 5C (commencing with Section 853.5) Title 3, Part 2 of the Penal Code, for misdemeanor and infraction violations of State of California law, ordinances of the City of Rancho Cordova, or park and recreation district regulations or ordinances, when the violation is committed within the park and recreation district and in the presence of the director or employee issuing the citation."

7. Chapter 9.36, "Park Regulations," Section 9.36.059, "Parking Regulations Enforcement," is amended to read as follows:

"Pursuant to Section 836.5 of the Penal Code, employees of the City designated as park rangers shall have the duty to enforce parking regulations as enumerated in Chapter 10.24 of the Municipal Code and may make arrests and issue citations for violations of such parking regulations as provided in Section 836.5 of the Penal Code."

8. Chapter 9.42, "Dangerous Weapons and Dangerous Articles on County Property" is deleted in its entirety.

9. Chapter 9.76, "Unauthorized Use of Shopping Carts" is deleted in its entirety.

10. Chapter 9.70, "Local Parks and Recreations Facilities" shall be renumbered as Chapter 22.170, "Local Parks and Recreations Facilities."

11. Chapter 9.82, "Loitering," Section 9.82.060, "Punishment" is amended by changing the reference to "Section 25132 of the Government Code" to "Section 36900 of the Government Code."

12. Chapter 9.92, "Possession Of Open Containers Containing Alcoholic Beverages In Any Private Off-Street Parking Facility," Section 9.92.020, "Possession of Open Containers Unlawful," subsection (b) is amended by changing the reference to "Government Code Section 25132," to "Government Code Section 36900."

13. Chapter 9.98, "Display of Harmful Matter to Minors," Section 9.98.075, "Violation," is amended by changing the reference to "Section 25132 of the Government Code" to "Section 36900 of the Government Code."

14. Chapter 9.100, "Seizure and Forfeiture of Nuisance Vehicles," Section 9.100,120, "Definitions," is amended by changing the reference to "California Health and Safety Code Sections 11054, 10055, 10056, 11057 or 11058" to "California Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058".

G. Title 10 – Vehicles and Traffic.

Title 10, "Vehicles and Traffic," is amended as follows:

1. Chapter 10.04, "Interpretation," Section 10.04.030, "Scope," is amended by deleting the first sentence in its entirety.

2. Chapter 10.04, "Interpretation," Section 10.04.070, "Previous Resolutions," is deleted in its entirety.

3. Chapter 10.04, "Interpretation," Section 10.04.110, "Civil Penalty Provisions," is amended by deleting the phrase, "Effective July 1, 1992,".

4. Chapter 10.08, "Definitions," Section 10.08.070, "Director," is amended to read as follows: "'Director' means the Public Works Director or his or her authorized representative."

5. Chapter 10.24, "Parking Regulations," is amended by changing all references to "Director of the Department of General Services" to "Director of Public Works".

6. Chapter 10.24, "Parking Regulations," Section 10.24.175, "Parking in County Parking Areas," is retitled "Parking in City Parking Areas," and amended to read as follows:

   "a. Notwithstanding any other provision in this code, whenever the Public Works Director determines that parking or standing of vehicles in City parking areas under his jurisdiction is prohibited, limited or restricted, the director shall have the power and authority to order signs to be erected or posted indicating that the parking of vehicles is thus prohibited, limited or restricted.

   b. When signs authorized by the provisions of this section are in place, giving notice thereof, no person shall park or stand a vehicle contrary to the directions of the signs, and any vehicle parked in violation of the signs may be towed to the public storage garage, at the expense of the owner of the vehicle as provided in Division 11, Chapter 10 of the Vehicle Code, and/or, the Public Works Director, his or her designees, or a peace officer, may issue a citation for illegal parking. The Public Works Director, his designee or a peace officer, shall record on the citation the location the offense was committed, the nature of the violation, the state vehicle license number of the vehicle, the make and year of the vehicle and the time and date of such violation. He shall then issue in writing a citation for illegal parking in the same form and subject to the same procedure provided for by the laws of the state applicable to the traffic violations within the City."

7. Chapter 10.30, "Preferential Residential Permit Parking Program," is amended by changing all references to "Department of Transportation" to "Department of Public Works."

8. Chapter 10.36, "Emergency Vehicles," Section 10.36.010, "Definitions," is amended by deleting the phrase "whatever nature outside of incorporated municipalities" from the definition of "Public highway."

9. Chapter 10.36, "Emergency Vehicles," is amended by deleting the following sections:

   a. Section 10.36.020, "Obstruction Unlawful";
   b. Section 10.36.030, "Driving Near When Siren Sounds."

10. Chapter 10.40, "Truck Routes," Section 10.40.010, "Establishing Weight Limits," is amended by changing the reference to "Section 35712 of the Vehicle Code" to Section 35701 of the Vehicle Code."

11. Chapter 10.40, "Truck Routes," Section 10.40.040, "Locations of Weight Restrictions," is deleted in its entirety.

12. Chapter 10.44, "One-Way Streets," Section 10.44.010, "System Established," is amended to read as follows:

    "There is hereby established the following system of one way highways:

    1. Von Karman Street traffic shall move southerly only.
    2. Whitehead Street traffic shall move northerly only.
    3. Norden Avenue traffic shall move easterly only.
    4. Mather Boulevard, between Bleckley Street and Eknes Street, traffic shall move westerly only.
    5. Bleckley Street, between Norden Avenue and Mather Boulevard, traffic shall move northerly only.
    6. Superfortress Avenue, between Von Karman Street and Whitehead Street, traffic shall move easterly only.
    7. Eknes Street, between Mather Boulevard and Norden Avenue, traffic shall move southerly only."

13. Chapter 10.58, "Off-Road Vehicles," Section 10.58.150, "Fees – Expiration and Renewal," is amended to read as follows:

    "a. The fee for an initial permit shall be set by resolution of the City Council. The permit shall be nontransferable and shall expire one year after the date of issuance.
    b. A permit may be renewed from year to year upon payment of fee set by resolution of the City Council; provided, however, that the renewal may be granted, conditioned or denied in accordance with the provisions of Section 10.58.100 and 10.58.120."

14. Chapter 10.58, "Off-Road Vehicles," Section 10.58.180, "Application of Chapter," is deleted in its entirety.

15. The following chapters are deleted in their entirety:

a. Chapter 10.22, "Moveable Bridges";
b. Chapter 10.28, "Parking Meters";
c. Chapter 10.42, "Truck Lengths";
d. Chapter 10.52, "Airport Property"; and
e. Chapter 10.60, "Private Parking Facilities."

H. Title 12 – Streets and Sidewalks.

Title 12, "Streets and Sidewalks," is amended as follows:

1. Chapter 12.03, "Street Improvements," Section 12.03.010, "Definitions," subdivision (a) is amended to read as follows: "'Administrator' means Public Works Director."

2. Chapter 12.03, "Street Improvements," Section 12.03.030, "Building Permits," is amended by deleting the phrase "required by Section 12.03.010."

3. Chapter 12.03, "Street Improvements," Section 12.03.040, "Appeals," is amended to read as follows:

"a. The applicant or any interested person adversely affected by any action relating to the provisions of this title, may appeal the action by submitting a written notice of appeal with the City Manager within fifteen (15) days of the date of the decision. The City Manager or his or her designee shall conduct an informal hearing on the appeal within fifteen (15) days of receipt of the notice of appeal.

b. The applicant or any interested person may appeal the decision of the City Manager by filing a notice of appeal with the City Council within fifteen (15) days of the date of the decision. Any such notice shall be in writing, signed by the appellant under penalty of perjury. The notice shall include the following information: (1) a complete description of the factual basis for the appeal; (2) the legal basis for the appeal; and (3) the remedy sought by the appellant. If the appeal is not filed within such time or manner, the right to a review of the action against which complaint is made shall be deemed to have been waived.

c. Not later than thirty (30) days following the date of filing an appeal, the City Council shall conduct a hearing to determine whether street improvements are required. Notice of the date set for hearing shall be mailed to the parties at least ten (10) calendar days prior to the hearing date.

d. At the hearing, the City Council may hear any oral or documentary evidence that the appellant may offer in addition to the information in the notice of appeal, together with any oral or written information that may be submitted by City representatives in support of the determination that is the subject of the appeal."

4. Chapter 12.03, "Street Improvements," Section 12.03.210, "Fee Structure," is amended by deleting the phrase "and microfilming."

5. Chapter 12.08, "Construction In Streets," Section 12.08.010, "Definitions," is amended by changing the reference to "Director of County Engineering for the Sacramento County Public Works Agency" to "Public Works Director."

6. Chapter 12.08, "Construction In Streets," Section 12.08.030, "Permit Fees," is amended by changing the reference to "Public Works Agency" to "Public Works Department."

7. Chapter 12.08, "Construction In Streets," Section 12.08.060, "Refilling Upon Completion," is amended by changing the reference to "County highways" to "City streets."

8. Chapter 12.12, "Obstruction of Corners," Section 12.12.050, "Enforcement," subdivision (b) is amended to read as follows:

   "Remedies: Any obstruction maintained in violation of this chapter may be deemed a public nuisance, and upon failure to abate the same within fifteen days after posting upon the premises of a notice to abate the nuisance signed by the Public Works Director, or his authorized representative, and after sending a copy of the notice to abate by registered mail addressed to the owner of record, as shown on the most recent assessment roll of the County of Sacramento, to the address as shown on the assessment roll, the director, or his authorized representative, may enter upon the premises and remove or eliminate the obstruction. In such event, the cost to the City of the abatement of the nuisance shall be a lien upon the premises. The cost of such abatement shall, in addition, be a personal obligation against the owner of the premises upon which the nuisance was maintained, recoverable by the City in an action before any court of competent jurisdiction."

9. Chapter 12.24, "Street Numbering System," Section 12.24.020, "Designating Authority," is amended by changing "Director of the Department" to "Public Works Director."

10. Chapter 12.24, "Street Numbering System," Section 12.24.030, "Names," subdivision (e) is amended by changing "sixth" to "sixty."

11. Chapter 12.24, "Street Numbering System," Section 12.24.070, "Penalty," is amended by changing the following:

    a. "fine of fifth dollars" to "fine of fifty dollars"; and
    b. "Government Code Section 25132" to "Government Code Section 36900."

I. Title 14 – Conservation and Agricultural Uses.

Title 14, "Conservation and Agricultural Uses," is amended as follows:

1. Chapter 14.05, "Agricultural Activities," is amended by changing all references to "Agricultural Commissioner" to "Planning Director."

2. Chapter 14.05, "Agricultural Activities," Section 14.05.010, "Purpose," is amended by deleting the first sentence in its entirety.

3. Chapter 14.05, "Agricultural Activities," Section 14.05.300, "Notification," is deleted in its entirety.

4. Chapter 14.05, "Agricultural Activities," Section 14.05.410, "Decision of the Agricultural Commissioner," is retitled "Decision of the Planning Director," and amended to read as follows:

   "The Planning Director will be the responsible party for determining whether the agricultural activity is being conducted in a reasonably acceptable manner, based on all information available to him/her. The Planning Director may require that specified corrective action take place and that the corrective action occur within a certain period of time. The Planning Director may determine that the operation is being conducted in a reasonable manner and remedial action is not necessary. If, after a final decision is rendered by the Planning Director, one of the parties to the complaint is dissatisfied with the decision, that decision may be appealed to the Planning Commission, as provided in Section 14.05.430. The City Council may, upon recommendation of the Planning Director, establish a fee to offset the costs of processing an appeal."

5. Chapter 14.05, "Agricultural Activities," Section 14.05.430, "Hearing Officer," is deleted in its entirety.

6. Chapter 14.05, "Agricultural Activities," Section 14.05.440, "Hearing," is deleted in its entirety.

7. Chapter 14.05, "Agricultural Activities," Section 14.05.430, "Appeal," is added to read as follows:

   "In the case of a dispute as to the appropriate resolution of a complaint, any party may, within 10 days of the Planning Director's decision, request a hearing before the Planning Commissioner by filing an appeal in the office of the Planning Director. The Planning Commission shall conduct a hearing for the purpose of receiving information from the individual appealing the decision, the Planning Director, the property owner/operator, the complainant, and any other interested party. Decisions of the Planning Commission may be appealed to the City Council within 10 days of the Planning Commission's decision."

8. Chapter 14.05.420, "Agricultural Advisory Committee," is deleted in its entirety.

9. Chapter 14.10, "Water Use and Conservation," is renumbered as Chapter 22.180, "Water Use and Conservation."

J. Title 16 – Buildings and Construction.

Title 16 "Buildings and Construction" is amended as follows:

1. Chapter 16.16, "Owner and Tenant Responsibilities," Section 16.16.040, "Enforcement," is amended by changing the reference to "Environmental Management Department," to "Neighborhood Services Division."

2. Chapter 16.18, "Nuisance Code," Section 16.18.1002, "Costs-Assessments," is amended by changing the following references:

   a. "Section 25845 of the Government Code" is changed to "Section 38773 et seq. of the Government Code";
   b. "Tax Collector" as set forth in subsection (a) is changed to "County Assessor";
   c. "Tax Collector as set forth in subsections (b) and (c) is changed to "Finance Director."

3. Chapter 16.18, "Nuisance Code," Section 16.18.1007, "Filing Copy of Report with County Auditor/Controller," is retitled "Filing Copy of Report with Finance Director," and is amended by changing the reference to "County Auditor/Controller," to "Finance Director."

4. Chapter 16.20, "Sacramento Housing Code," is amended by changing all references to "Auditor-Controller" and "Auditor-Collector in the County Treasury" to "Finance Department."

5. Chapter 16.20, "Sacramento Housing Code," Section 16.20.100, "Definitions," subsection (e) is amended to read as follows:

   "e. "Complaint" means notification by any person, lodged with the Code Enforcement Division of the Neighborhood Services Division, of a violation or a suspected violation of the Housing Code or this chapter."

6. Chapter 16.20, "Sacramento Housing Code," Section 16.20.100, "Definitions," subsection (i) is amended to read as follows:

   "i. "Department" means the City's Neighborhood Services Division."

7. Chapter 16.20, "Sacramento Housing Code," Section 16.20.100, "Definitions," subsection (j) is amended to read as follows:

   "e. "Director" means the Director of the City's Neighborhood Services Division."

8. Chapter 16.20, "Sacramento Housing Code," Section 16.20.220, "Penalties and Costs of Enforcement," subsection (f) is amended by changing the reference to "Government Code Section 25845," to "Government Code Section 38773 *et seq.*"

9. Chapter 16.20, "Sacramento Housing Code," Section 16.20.560, "Appeal Hearings," subsection (d)(1) is amended to read as follows:

"1 This power shall be exercised and enforced in the same manner as the similar power granted to the City Council in Chapter 3 (commencing with Section 37104) of Part 2, Division 3 of the Government Code; except that such power shall extend only to matters within this chapter."

10. Chapter 16.20, "Sacramento Housing Code," Section 16.20.750, "Recovery of Costs of Enforcement," subsection (a) is amended by changing the reference to "Government Code Section 25845," to "Government Code Section 38773 *et seq.*"

11. Chapter 16.20, "Sacramento Housing Code," Section 16.20.755, "Costs-Assessments," is amended by changing the following references:

a. "Section 25845 of the Government Code" is changed to "Section 38773 et seq. of the Government Code";
b. "Tax Collector" as set forth in subsection (a) is changed to "County Assessor";
c. "Tax Collector as set forth in subsections (b) and (c) is changed to "Finance Director."

12. Chapter 16.20, "Sacramento Housing Code," Section 16.20.760, "Treble Costs," amended by changing the reference to "Government Code Section 25845.5," to "Government Code Section 38773.7," and by changing the reference to "Government Code Section 25845," to "Government Code Section 38773 *et seq.*"

13. Chapter 16.21, "Hotel/Motel Compliance Assurance Program," is deleted in its entirety.

14. Chapter 16.22, "Sacramento County Dangerous Building Code," Section 16.22.300, "Definitions," subsection (c) is amended to read as follows:

"c. "Director" means the Director of the City's Neighborhood Services Division, or his or her authorized representative."

15. Chapter 16.22, "Sacramento County Dangerous Building Code," Section 16.22.500, "Cost of Abatement – Confirmation," subsection (a) is amended by changing the reference to "Government Code Section 25845," to "Government Code Section 38773 *et seq.*"

16. Chapter 16.22, "Sacramento County Dangerous Building Code," Section 16.22.501, "Costs – Assessments," is amended by changing the following references:

a. "Section 25845 of the Government Code" is changed to "Section 38773.7 of the Government Code";
b. "Tax Collector" as set forth in subsection (a) is changed to "County Assessor";
c. "Tax Collector as set forth in subsections (b) and (c) is changed to "Finance Director."

17. Chapter 16.22, "Sacramento County Dangerous Building Code," Section 16.22.502, "Treble Costs," is amended by changing the reference to "Government Code Section 25845.5," to "Government Code Section 38773.7," and by changing the reference to "Government Code Section 25845," to "Government Code Section 38773 *et seq.*"

18. Chapter 16.40, "Moving Buildings," is amended by changing the references to "Municipal Services Agency" to "Department of Public Works" and changing the references to "Administrator" to "Director."

19. Chapter 16.40, "Moving Buildings," Section 16.40.130, "House and Building Moving Requirements—Flags, Lights, Etc." is amended to read as follows:

"Red lights at each corner of the building shall be maintained by the mover from one-half hour after sunset until one-half hour before sunrise.
1. Notice of Emergency Service. Any person moving a building on any city road shall notify the Department of Public Works immediately before and after the movement.
2. Authorized Moving Hours. Movement of buildings on any city road shall be prohibited between the hours of seven a.m. to nine a.m., and four p.m. to seven p.m. on weekdays.
3. No building shall be moved into a fire district without first giving notice to the fire district into which the building is to be moved ten (10) working days prior to the move."

20. Chapter 16.44, "Land Grading and Erosion Control," Section 16.44.020, "Definitions," subsection (1) is amended to read as follows:

"1. "Administrator" means the Public Works Director of the City or his or her designated representative(s)."

21. Chapter 16.44, "Land Grading and Erosion Control," Section 16.44.130, "Permit Fees," is amended by changing the reference to "Accounting and Fiscal Services Section of the Public Works Agency" to "Administrator."

22. Chapter 16.44, "Land Grading and Erosion Control," Section 16.44.360, "Violations," is amended by changing the reference to "Government Code Section 25132," to "Government Code Section 36900."

K. Title 19 – Trees.

Title 19, "Trees," is amended as follows:

1. Chapter 19.04, "Regulations," Section 19.04.030, "Definitions," is amended as follows:

   a. Subsection (3) is deleted in its entirety;
   b. Subsection (7) is deleted in its entirety;
   c. Subsection (13) is amended by deleting the term "County park."

2. Chapter 19.04, "Regulations," Section 19.04.040, "Master Tree Plan," is amended by deleting reference to the "parks director."

3. Chapter 19.04, "Regulations," Section 19.04.050, "Heritage and Landmark Trees," subsection (b) is amended to read as follows:

   "Whenever feasible the Public Works Director shall modify standard street sections and make changes in street alignment to avoid the removal or damage of heritage and landmark trees. Increased right-of-way or construction costs caused by such modification shall not be a factor in the planning and design processes."

4. Chapter 19.04, "Regulations," Section 19.04.060, "Planting Easements," subsection (c) is amended by deleting reference to the "Parks Director."

5. Chapter 19.04, "Regulations," Section 19.04.070, "Responsibility," is amended to read as follows:

   "The planting, caring and removing of public trees located within streets, easements, planting easements, and public premises shall be under the supervision and control of the Public Works Director."

6. Chapter 19.04, "Regulations," Section 19.04.090, "County Parks and Grounds," is retitled "City Grounds," and amended to read as follows:

   "a. The planting, caring and removing of all trees, shrubs, lawns and other plant life in City grounds of all City owned buildings are under the supervision and control of the Public Works Director.
   b. No person, except by order of the public works director, shall plant, transplant, move, separate, trim, prune, cut above or below the ground, disrupt, alter or take any other action upon any tree or other plant life in City grounds.
   c. In selecting plantings for such areas, the public works director is not bound by the master tree list and may select any plantings which he determines to be appropriate for such areas.
   d. Architects and others preparing plans for the landscaping of City buildings shall consult with the public works director during the preparation of such plans for review and approval prior to advertising for bids."

7. Chapter 19.04, "Regulations," Section 19.04.100, "Tree Permits," subsection (7) is amended by the deleting "and the Parks Director concurs in the substitution."

8. Chapter 19.04, "Regulations," Section 19.04.140, "Abatement Procedures," is amended by changing the reference to "tax collector" to "Finance Director."

9. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.020, "Definitions," is amended as follows:

   Subsection (a) is deleted.
   Subsection (b) is amended to read as follows: "'Director' means the Director of Public Works, his assistants, deputies, or authorized employees or agents."

10. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.040, "Inspections and Entry on Private Property," is amended by deleting references to "the commissioner" and "commissioner."

11. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.100, "Form of Notice," is amended as follows:

    The reference to "Agricultural Commissioner of Sacramento County" is changed to "Public Works Director of Rancho Cordova";
    The reference to "Director of Recreation and Parks of the City of Sacramento and the County of Sacramento" is changed to "Public Works Director of Rancho Cordova."

12. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.150, "Order to Abate Nuisance – Form of Order," is amended by deleting "or commissioner, or both,".

13. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.160, "Urgency – Cut and Stored Elm Wood," is amended by deleting "or commissioner."

14. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.170, "Entry Upon Private Property to Abate Nuisance," is amended by deleting "or commissioner."

15. Chapter 19.08, "Dutch Elm Disease Control," Section 19.08.180, "Removal of Elm Wood by Property Owner," is amended by deleting "or commissioner" and "and commissioner."

16. Chapter 19.12, "Tree Preservation and Protection," is amended by deleting all references to the "Subdivision Review Committee."

17. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.040, "Definitions," is amended by changing the definition of Designated Urban Area to read as follows: "Designated Urban Area: all land within the City limits of the City of Rancho Cordova."

18. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.060, "Tree Permit," is amended to read as follows:

"No person shall trench, grade or fill within the drip line of any tree or destroy, kill or remove any tree as defined, in the designated urban area, on any property, public or private, without a tree permit, or unless authorized as a condition of a discretionary project approval by the City Council, Planning Commission, Public Works Director or Planning Director."

19. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.065, "Prohibition," is amended by deleting the phrase "County agency or."

20. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.070, "Jurisdiction," subsection (c) is amended to read as follows:

"Parks. The preservation or removal of trees within City parks, parkways, and public recreation easements, shall be the responsibility of the Public Works Director."

21. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.160, "Grading Beneath Tree Drip lines," subsection (d) is amended to read as follows:

"Any condition imposed by the City Council, Planning Commission, the Planning Director, or the Public Works Director relating to grading in the vicinity of trees, is incorporated into and made a part of the improvement standards. The consulting engineer for the project shall verify in writing on a form to be provided by the Director of Public Works that the grading has been completed as required by this section and any conditions imposed by the City Council, Planning Commission, the Planning Director, or the Public Works Director."

22. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.200, "Suspension, Revocation and Restoration," is amended by changing the last sentence to read as follows: "These funds shall be deposited in the Tree Preservation Fund maintained by the City as set forth in Section 19.12.220."

23. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.210, "Violation a Misdemeanor and Nuisance," is amended by changing the reference to "Government Code Section 25845" to "Government Code 38773."

24. Chapter 19.12, "Tree Preservation and Protection," Section 19.12.220, "Tree Preservation Fund," is amended to read as follows:

"A Tree Preservation Fund is established for the City of Rancho Cordova for the purposes specified in Section 19.12.200. The monies received in lieu of replacement of illegally removed trees shall be forwarded to the Finance Director for deposit in the Tree Preservation Fund. Except as provided in this section, under no circumstances shall the funds collected by the Finance Director for the Tree Preservation Fund be directed to any other fund to be used for any other

purposes other than for tree planting and preservation programs and public education programs regarding trees. Tree Preservation Fund monies may be directed by the City Council to non-profit organizations for the implementation of programs consistent with the purposes of the Tree Preservation Fund."

L. Title 21 – Plans.

Title 21, "Plans," is amended as follows:

1. Chapter 21.05, "General Provisions" is deleted in its entirety.

2. Chapter 21.10, "Definitions" is deleted in its entirety.

3. Chapter 21.12, "Procedures for Adoption or Amendment of Plans," Section 21.12.070, "Action by the Council" is amended to change the reference to "Section 653561 of the Government Code" to "Section 65358 of the Government Code."

4. Chapter 21.15, "Capital Improvement Program," is amended by changing all references to the "County Executive" to the "Public Works Director."

5. Chapter 21.15, "Capital Improvement Program," is renumbered as Chapter 22.160, "Capital Improvement Program."

M. Title 22 – Land Development.

Title 22, "Land Development," is amended as follows:

1. Title 22, "Land Approval" is amended by changing all references to "Advisory Agency" to read as "Approval Body."

2. Chapter 22.10, "Definitions, References," Section 22.10.130, "Subdivision" is amended by changing the reference to "Section 1350 of the Civil Code" to "Section 1351(f) of the Civil Code."

3. Chapter 22.10, "Definitions, References," Section 22.10.141, "Designated Tributary" is amended by changing the reference to "Sacramento County Comprehensive Zoning Plan maps" to "Rancho Cordova Comprehensive Zoning Plan maps."

4. The following sections of Chapter 22.20, "Procedures," are deleted in their entirety:

    a. Section 22.20.030, "Advisory Agency (Special Processing)"
    b. Section 22.20.035, "Advisory Agency, Tentative Parcel Maps"
    c. Section 22.20.038, "Appeals of Actions of the Subdivision Review Committee related to Boundary Line Adjustments"

d. Section 22.20.040, "Appeals of Actions of the Subdivision Review Committee"
e. Section 22.20.050, "Appeals or Complaints of Actions of the Policy Planning Commission"
f. Section 22.20.055, "Request for Hearing"
g. Section 22.20.080, "Action on Tentative Maps"
h. Section 22.20.085, "Allowance of Applications for Extensions of Tentative Subdivision Maps to Continue to Be Processed";

5. The following sections are amended by changing the terms "Subdivision Review Committee" and "committee" to "City Council":

a. Section 22.120.020, "Action by the Director";
b. Section 22.120.025, "Procedure Before the Subdivision Review Committee";
c. Section 22.120.030, "Consolidation of Actions";
d. Section 22.130.010, "Action on Application";
e. Section 22.130.015, "Procedure Before the Subdivision Review Committee";
f. Section 22.140.010, "Procedures – Director of Public Works"
g. Section 22.140.015, "Action by the Subdivision Review Committee"

6. Chapter 22.20, "Procedures," Section 22.20.017, "Payment for Public Works Review Fees" is amended to read as follows:

"A minimum deposit of three hundred dollars ($300.00) shall be paid by the applicant upon the submittal of parcel map review documents. A minimum deposit of five hundred dollars ($500.00) shall be paid by the applicant upon the submittal of final map review documents. In the event the cumulative accrued charges exceed the above minimums, the County shall submit monthly billings to the applicants for costs incurred to date of billings in excess of the minimum deposits required."

7. Chapter 22.20, "Procedures," Section 22.20.025, "Advisory Agency, Tentative Subdivision Maps," is amended by changing the reference to Sacramento County Project Planning Commission," to "Planning Commission."

8. Chapter 22.20, "Procedures," Section 22.20.030, "Advisory Agency (Special Processing)" is amended by deleting subsections (b) and (c).

9. Chapter 22.20, "Procedures," Section 22.20.032, "Advisory Agency and Appropriate Planning Commission for Vesting Tentative Maps" is retitled "Approval Body for Vesting Tentative Maps."

10. Chapter 22.20, "Procedures," Section 22.20.045, "Appeals or Complaints of Actions by the Project Planning Commission or the Policy Planning Commission" is retitled "Appeals or Complaints of Actions by the Planning Commission."

11. Chapter 22.150, "Subdivision Information," Section 22.150.010, "Community Services Information," subsection (e) is amended to read as "Rancho Cordova Planning Department."

12. Chapter 22.300, "Street Dedication Map," is amended to change the reference to "Director of Planning and Community Development" to "Public Works Director."

13. Chapter 22.300, "Street Dedication Map," is amended to change the reference to "Subdivision Review Committee" to "City Council."

14. Chapter 22.400, "Plats of Survey," is deleted in its entirety.

MEMORANDUM

DATE: December 17, 2007

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **AUTHORIZATION TO EXECUTE CONTRACT WITH WILLDAN FOR CONSTRUCTION MANAGEMENT AND PLAN REVIEW SERVICES**

RECOMMENDATION

It is recommended that City Council adopt Resolution No. 135-2007 authorizing the City Manager to execute an on-call contract with Willdan, Inc. for construction management and plan review services in the amount of $800,000.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 135-2007 will authorize the City Manager to execute a contract with Willdan, Inc. in the amount of $800,000. The contract is budgeted for the 07/08 and 08/09 fiscal years.

BACKGROUND

In order to provide flexibility to adapt to a variable construction market, the Public Works Department employs the assistance of qualified consultants for construction management and plan review services. The contract allows the City to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times. The scope of the contract is summarized below:

- Plan review services - Services include plan checking, meetings with the development community, analysis of technical data, etc.
- Construction Management Services - Services include construction inspection of developer funded subdivisions and management of publicly funded capital improvement projects.

The City currently has a contract with Willdan and the budget is approaching the contract limit. City Council approval of this item will allow the budget to be updated.

FISCAL IMPACT

Council authorization would allow the City Manager to execute a contract with Willdan Inc. in the amount of $800,000. The contract is budgeted in the 07/08 and 08/09 fiscal years.

Plan review and construction management services associated with private development projects would be fully recoverable through direct billing to developers. Construction

Management of Capital Improvement Projects would be paid through various funding sources earmarked for the project.

ATTACHMENT

Resolution No. 135-2007 including **(Exhibit A)** Contract No. 174-2007

CITY OF RANCHO CORDOVA

RESOLUTION NO. 135-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF CONSULTING SERVICES AGREEMENT WITH WILLDAN, INC. TO PROVIDE CONSTRUCTION MANAGEMENT AND PLAN REVIEW SERVICES

WHEREAS, the City of Rancho Cordova wishes to contract with Willdan, Inc. for consulting services to provide construction management and plan review services in an amount of $800,000; and

WHEREAS, those services will exceed the maximum amount that the City Manager has authorization to approve; and

WHEREAS, the Council of the City of Rancho Cordova, in the 2007-2008 Adopted Budget has budgeted sufficient funds to cover the cost of this contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Manager is authorized to execute a consulting services agreement between the City and Willdan, Inc. (**Exhibit A**) in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WILLDAN

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Willdan ("Consultant") as of December 1, 2007.

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2009, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $800,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties

further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed $2,000.00. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if

the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by first class mail has been given to the City, ten (10) days notice if cancellation is due to nonpayment of premium. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of

protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by first class mail has been given to the City, ten (10) days notice if cancellation is due to nonpayment of premium. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 **Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by first class mail has been given to the City, ten (10) days notice if cancellation is due to nonpayment of premium.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work.

The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, Consultant's duties to indemnify, defend and hold harmless the City shall be limited to the extent the services provided pursuant to this Agreement are "design professional services" subject to Section 2782.8 of the California Civil Code. In accordance with Civil Code Section 2782.8, Consultant shall, to the fullest extent allowed by law, with respect to all design professional services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 90 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide

Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are

not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Albert Stricker ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Dave Noel
Willdan
2150 River Plaza Dr., Suite 300
Sacramento, CA 95833

Any written notice to City shall be sent to:

City of Rancho Cordova
2729_Prospect_Park_Dr.
Rancho_Cordova_Ca._95670
Attn: Albert Stricker

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of

construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



Seal and Signature of Registered Professional with report/design responsibility. Exp. 3/31/09

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 **IRS Form W-9.** Consultant shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

_____
Ted A. Gaebler, City Manager

Date: _____

Attest:

_____
Anna Olea-Moger, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam Lindgren, City Attorney

Date: _____

CONSULTANT

Dave Noel, Division Manager

Date: 11-16-07

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

Willdan has divided the scope of work into three basic parts: Services Prior To Construction, Service During Construction, and Services After Construction. We have broken this scope of work into the three basic tasks with subtasks to reflect the various activities. The following narratives describe those activities.

TASK 1 – SERVICES PRIOR TO CONSTRUCTION

1. Plan Review: Willdan will review the City's bidding documents for consistency, actual and potential conflicts and for constructability and risk management issues. Willdan's project team whom are familiar with all aspects of construction and contract administration of this type will conduct the review.

2. Literature Review: The project team will review and familiarize themselves with all environmental documents and permits, mitigation and regulatory agency requirements in conjunction with the performance of construction activities.

3. Coordination Meetings: Willdan will attend all meetings with the City and design engineer to discuss the project scope of work, PS&E requirements, anticipated construction schedule, and mitigation measures.

4. Start-up Administration: Willdan will establish the proper administrative procedures preferred by the City including filing systems, standard documents, process policies, and procedures.

5. Schedule Review: Willdan will prepare a tentative schedule that will identify construction stages, utility coordination, notification timelines for permits and agreements, and all items to be submitted by the Contractor for review by the City.

6. Assistance During Bidding: Willdan will provide assistance to City staff during the bidding process. Service to include providing recommendations to the City in response to Contractor requests for information during the bidding process, contract document interpretations, addendum preparation and the review of final bids for the basis of the award of contract.

TASK 2 – SERVICES DURING CONSTRUCTION

1. Coordination: Willdan will coordinate all administrative, inspection and testing activities of the construction contract. Activities to include the coordination of; a) contractor value engineering proposals, b) utility performance, c) shop drawing and submittal review, d) sub consultant activities for materials testing, specialty structural inspections, e) City representation and approval of issues, f) construction observation etc.

2. Meetings: Willdan will organize, coordinate, and attend meetings relative to the performance of construction of the improvements. Willdan will organize and facilitate; a) a pre-construction conference with the Contractor, Subcontractors, utilities, permit

agencies, City and all parties involved with construction, b) regularly scheduled status and coordination meetings, c) partnering meetings for dispute resolution, d) City progress meetings, e) safety meetings, and f) all meetings necessary to accomplish project objectives.

3. Administration: Willdan will perform all construction contract administration in conjunction with the City's existing policies and procedures. Such activities will include but not be limited to; a) contract document interpretation, b) labor compliance certifications, c) progress reports to the City, d) progress payments, contract change orders, requests for information, project contract modification requests, project schedule review, and other miscellaneous duties as assigned by the City.

4. Submittals: Willdan will coordinate and perform the review of submittals generated by the Contractor throughout the project. Activities will include coordinating the various submittals with the various design firms and City staff on a timely basis so that delays are not incurred. This activity will also involve the evaluation and coordination of Contractor generated value engineering proposals.

5. Construction Observation: The Willdan team will provide daily construction observation of the project and contractor operations from the notice to proceed through the final inspection for acceptance by the City. Activities will include the preparation of daily, weekly inspection reports, and other documentation required for enforcement of the contract documents. Construction observation activities will include environmental reviews for permit compliance and environmental mitigation measures. Willdan understands that the City will conduct and implement the environmental compliance monitoring, biological surveys, training and restoration activities as required by the environmental documentation for the project.

6. Testing. Willdan will monitor quality control of materials used and contractor's compliance with required testing results. Willdan also will review results of the test, forward copies of the results to the Construction Engineer, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the contract documents.

7. Cost Control. Willdan will prepare monthly financial reports depicting the financial status of the project as a function of completion, including the CM contract (with subconsultants identified separately). We will prepare necessary documents for progress payments and change order approval and related activities. Willdan will also maintain cost accounting records (progress payments, CCO status, etc.) in accordance with City of Rancho Cordova Department of Public Works Construction Division procedures.

8. Claims Management: Upon the submittal of a notice of potential claim by the Contractor, Willdan will analyze, coordinate, administer, and make recommendations to the City for the management of those claims.

9. Public Information: Willdan will prepare public information newsletters on a quarterly basis for public notifications regarding changes to access, staging and lane closures, project progress and other criteria as determine necessary by the City. Willdan understands that the newsletter will be printed and distributed by the City.

TASK 3 – SERVICES AFTER CONSTRUCTION

1. Final Completion And Acceptance. After the project is substantially complete, Willdan will schedule a walk through with the Construction Engineer and will prepare a "punch list" of incomplete or unsatisfactory items and submit the list to the contractor. Once all work is satisfactorily complete, we shall deliver a statement to the City indicating that to the best of our knowledge and belief, after diligent investigation including satisfaction of all other obligations under the agreement, the project has been completed in accordance with the Construction Contract Documents and we recommend acceptance.

2. Record Drawings: The Contractor, by contract provisions, is typically required to maintain record drawings during construction and to forfeit those drawings to the City upon final acceptance of the improvements. In addition, during construction, Willdan will also monitor all revisions to the project design rendered during construction by the use of redline mark-ups of the bidders plan set. Both sets of the redline mark-ups will be used to prepare record drawings for the finished project. As requested within the City's RFP, the record drawing revisions will be made in hand with ink on mylars provided by the City.

3. Contract Records: Willdan will provide the city with the original set of construction documentation cataloged in accordance with the City of Rancho Cordova's approved filing system implemented with the start of construction activity. The documentation shall include all correspondence, diaries, contract documents, certified payrolls, etc.

4. Project Close Administration: Willdan will assist the City through the final project closeout including but not limited to project acceptance by the City Council, final payment to the Contractor, retention release issues, etc.

EXHIBIT B

COMPENSATION SCHEDULE

EXHIBIT A

WILLDAN
Schedule of Hourly Rates
Effective July 1, 2007 to June 30, 2008

ENGINEERING

Principal Engineer	$190.00
Division Manager	170.00
City Engineer	170.00
Project Manager	170.00
Program Manager	170.00
Supervising Engineer	155.00
Senior Engineer	140.00
Senior Design Manager	140.00
Design Manager	130.00
Associate Engineer	130.00
Senior Designer	125.00
Senior Design Engineer II	125.00
Senior Design Engineer I	120.00
Designer II	115.00
Designer I	110.00
Design Engineer II	115.00
Design Engineer I	110.00
Senior Drafter	105.00
Drafter II	95.00
Drafter I	90.00
Technical Aide	80.00

CONSTRUCTION MANAGEMENT

Division Manager	170.00
Project Manager	170.00
Senior Construction Manager	150.00
Construction Manager	140.00
Assistant Construction Manager	115.00
Utility Coordinator	120.00
Labor Compliance Manager	115.00
Labor Compliance Specialist	90.00

INSPECTION SERVICES

Supervising Public Works Observer	115.00
Senior Public Works Observer	105.00
Public Works Observer	**95.00/105.00
Assistant Public Works Observer	**95.00/105.00

SURVEYING

Division Manager	170.00
Supervisor - Survey & Mapping	150.00
Senior Survey Analyst	125.00
Senior Calculator	115.00
Calculator II	105.00
Calculator I	95.00
Survey Analyst II	110.00
Survey Analyst I	95.00
Survey Party Chief	110.00
Field Party (One)	160.00
Field Party (Two)	215.00
Field Party (Three)	270.00

LANDSCAPE ARCHITECTURE

Division Manager	170.00
Principal Landscape Architect	145.00
Senior Landscape Architect	120.00
Associate Landscape Architect	110.00
Assistant Landscape Architect	95.00

BUILDING AND SAFETY

Division Manager	170.00
Supervising Plan Check Engineer	145.00
Building Official	145.00
Plan Check Engineer	135.00
Deputy Building Official	135.00
Inspector of Record	135.00
Senior Plans Examiner	120.00
Supervising Building Inspector	120.00
Plans Examiner	110.00
Senior Building Inspector	110.00
Supervisor Code Enforcement	110.00
Building Inspector	**100.00/105.00
Supervising Construction Permit Specialist	100.00
Senior Construction Permit Specialist	95.00
Senior Code Enforcement Officer	90.00
Assistant Building Inspector	**90.00/105.00
Code Enforcement Officer	75.00
Construction Permit Specialist	75.00
Assistant Construction Permit Specialist	80.00
Plans Examiner Aide	70.00
Assistant Code Enforcement Officer	65.00

PLANNING

Division Manager	170.00
Principal Planner	145.00
Principal Community Development Planner	145.00
Senior Planner	125.00
Senior Community Development Planner	125.00
Associate Planner	110.00
Associate Community Development Planner	110.00
Assistant Community Development Planner	100.00
Assistant Planner	100.00
Planning Technician	80.00
Community Development Technician	80.00

ADMINISTRATIVE

Computer Data Entry	60.00
Clerical	60.00
Word Processing	60.00
Personal Computer Time	25.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of $500.00.

** Prevailing Wage Project, Use $105.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2007 thru June 30, 2008

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CORDOVA RECREATION AND PARK DISTRICT FOR THE DISBURSEMENT OF DEVELOPMENT IMPACT FEES**

RECOMMENDATION

Adopt Resolution No. 137-2007 authorizing the City Manager to execute a Memorandum of Understanding with the Cordova Recreation and Park District for the disbursement of development impact fees.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the execution of the Memorandum of Understanding with the Cordova Recreation and Parks District providing a mechanism for City Staff to pass through Park Impact Fees to the District to pay for the completed portion of the Anatolia I & II Bike/Pedestrian Trail and the completed Eagle's Nest, Argonaut and Sandpiper Parks.

BACKGROUND

On June 21, 2004, the City Council adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program. This program implemented impact fees to pay for a variety of public facilities, including the park improvements, and set forth policies associated with fee credits and reimbursements.

AKT Development Corp. (hereinafter "Developer") obtained approval from the City for a general plan amendment, rezone and tentative subdivision map (hereinafter the "Entitlements") for a residential project known as Anatolia I and II. As a condition of its approval of the Entitlements, the City required the Developer to pay park development impact fees and enter into a Park Development Agreement with the Park District.

The Developer and District entered into such Agreement on July 14, 2004, and subsequently a First Amendment to the Park Development Agreement on April 24, 2006 (hereinafter together the "Park Development Agreement"). Pursuant to the Park Development Agreement, the Developer was required to dedicate certain real property for park and recreational purposes and to fund the design and construction of specific

park and recreational improvements to serve the project. The Developer would be reimbursed for certain improvements from paid development impact fees.

Since the entering into of the Park Development Agreement, the Developer has completed certain parks and a portion of a bike/pedestrian trail. The Park District has presented the City with invoices for the following four separate park projects requiring development impact fees: (1) a Bike/Pedestrian Trail through Anatolia; (2) Sandpiper Park, located at 11830 Appolon (Anatolia Park B); (3) Eagle's Nest Park on Chrysanthy Boulevard (Anatolia Park C); and (4) Argonaut Park (Anatolia Park E).

The City has agreed to provide the Park District with the necessary funds to reimburse the AKT Development Corp ("Developer") for the above projects. Such funds will come out of collected park development impact fees.

The attached Memorandum of Understanding authorizes the pass through of funding, as funding becomes available, and in no way constitutes a debt of the City. The total project costs requested for reimbursement by the Park District are $283,297 for the Bike Trail, $1,568,223 for Sandpiper Park, $1,893,434 for Eagle's Nest Park, and $1,939,936 for Argonaut Park, for a total of $5,684,890. There exists sufficient funds in the Sunrise Douglas Park Impact Fee to honor their request.

MOTION

"I move that the City Council adopt Resolution No. 137-2007."

ATTACHMENT

Resolution 137-2007 including **(Exhibit A)** Memorandum of Understanding and Cooperative Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CORDOVA RECREATION AND PARK DISTRICT FOR THE DISBURSEMENT OF DEVELOPMENT IMPACT FEES

WHEREAS, AKT Development Corp. (hereinafter "Developer") obtained approval from the City for a general plan amendment, rezone and tentative subdivision map (hereinafter the "Entitlements") for a residential project known as Anatolia I and II (hereinafter the "Project"); and

WHEREAS, the City, as a condition of its approval of the Entitlements, required the Developer to enter into a Park Development Agreement with the District. The Developer and District entered into such Agreement on July 14, 2004, and subsequently a First Amendment to the Park Development Agreement on April 24, 2006 (hereinafter together the "Park Development Agreement"). Pursuant to the Park Development Agreement, the Developer was required to dedicate certain real property for park and recreational purposes and to fund the design and construction of specific park and recreational improvements to serve the Project (hereinafter the "Improvements"); and

WHEREAS, on June 21, 2004, the City Council of City adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program (hereinafter the "SDCP Fee Program"); implemented impact fees to pay for a variety of public facilities (hereinafter the "Development Fees"), including the Improvements; and set forth policies associated with fee credits and reimbursements within the Sunrise Douglas Community Plan (hereinafter "SDCP") area; and

WHEREAS, the Park Development Agreement specifies the Development Fees payable by Developer as a condition of approval of the Project to fund the design and construction of the Improvements to serve the Project; and

WHEREAS, the Park Development Agreement provides for allowable reimbursements of Development Fees to Developer to reimburse Developer for costs expended by it in the design and construction of the Improvements to be dedicated to the District in an amount specified in the budgets for the Improvements as specified in said Agreement; and

WHEREAS, the City is the local agency empowered to adopt and require payment of the Development Fees; and

WHEREAS, District has provided City with a request from Developer for payment of the reimbursements which are payable under the Park Development Agreement for the following three separate park projects requiring development impact fees: (1) Sandpiper Park, located at 11830 Appolon (Anatolia Park B) ($1,568,223); (2) Eagle's Nest Park on Chrysanthy Boulevard (Anatolia Park C) ($1,893,434); (3) Argonaut Park (Anatolia Park E) ($1,939,936); and (4) a Bike/Pedestrian Trail through Anatolia ($283,297); and;

WHEREAS, the City and District desire to enter into the attached Memorandum of Understanding, attached hereto as **Exhibit A**, to implement the payment of such reimbursements to Developer. Specifically, these funds will come out of City collected development impact fees. The City and Park District are pleased to be spending this money to improve and protect the quality of life and recreation in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a Memorandum of Understanding with the Cordova Recreation and Park District, attached hereto as **Exhibit A**, allowing for the pass through of $5,684,890 in Sunrise Douglas Park Improvement Fees, for the above referenced projects.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA RECREATION AND PARK DISTRICT FOR THE REIMBURSEMENT OF DEVELOPMENT IMPACT FEES

This Memorandum of Understanding and Cooperative Agreement (hereinafter the "MOU") is entered into by and between the City of Rancho Cordova, a municipal corporation (hereinafter "City") and Cordova Recreation and Park District, a political subdivision of the State of California (hereinafter "District").

RECITALS

WHEREAS, AKT Development Corp. (hereinafter "Developer") has obtained approval from City for a general plan amendment, rezone and tentative subdivision map (hereinafter the "Entitlements") for a residential project known as Anatolia I and II (hereinafter the "Project"); and

WHEREAS, the City, as a condition of its approval of the Entitlements, required the Developer to enter into that certain Park Development Agreement Anatolia I and II with District dated July 14, 2004, and that certain First Amendment to Park Development Agreement dated April 24, 2006 (hereinafter together the "Park Development Agreement") pursuant to which the Developer is required to dedicate certain real property for park and recreational purposes and to fund the design and construction of specific park and recreational improvements to serve the Project (hereinafter the "Improvements"). The Park Development Agreement is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, on June 21, 2004, the City Council of City adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program (hereinafter the "SDCP Fee Program"); implemented impact fees to pay for a variety of public facilities (hereinafter the "Development Fees"), including the Improvements; and set forth policies associated with fee credits and reimbursements within the Sunrise Douglas Community Plan (hereinafter "SDCP") area; and

WHEREAS, the Park Development Agreement specifies the Development Fees payable by Developer as a condition of approval of the Project to fund the design and construction of the Improvements to serve the Project; and

WHEREAS, the Park Development Agreement provides for allowable reimbursements of Development Fees to Developer to reimburse Developer for costs expended by it in the design and construction of the Improvements to be dedicated to District in an amount specified in the budgets for the Improvements as specified in said Park Development Agreement; and

WHEREAS, the City, as the local agency empowered to adopt and require payment of the Development Fees should participate with District in the reimbursement to Developer of the Development Fees; and

WHEREAS, the City and District desire to enter into this MOU to implement the payment of such reimbursements to Developer; and

WHEREAS, District has provided City with a request from Developer for payment of the reimbursements which are payable under the Park Development Agreement for those specific park projects described in **Exhibit B** attached hereto and incorporated herein by this reference (hereinafter the "Anatolia Park Projects"). The amount of the requested reimbursement for each of the four Anatolia Park Projects together with the total requested reimbursement for all Anatolia Park Projects (hereinafter the "Total Reimbursement") are also specified in **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and District agree as follows:

Section 1. Authorization of Reimbursement

City hereby approves and authorizes the release of Development Fees held by City in its Developer Fee Account to District in those amounts and for those Anatolia Park Projects as specified in **Exhibit B** hereto.

District hereby agrees, upon receipt thereof, to disburse from such funds the Total Reimbursement to Developer pursuant to the provisions of the Park Development Agreement.

Section 2. Conditions Precedent to Release of Funds.

(a) As a condition precedent to disbursement by City of any Development Fees to District for payment of the Total Reimbursement to Developer, District shall comply with the following obligations as a condition precedent to the City's authorization for payment of such funds from the Developer Fee Account to District. Developer shall provide the following items to District in order to enable District to determine the actual construction costs for the Improvements that qualify for reimbursement.

(i) Copies of the original contract with the contractor and an itemization of each change order that has been agreed to by the Developer, contractor, and/or District;

(ii) Copies of all paid invoices submitted by the contractor together with all unconditional lien releases;

(iii) Copies of all checks issued by Developer in payment of construction costs indicating invoices paid with each such check;

(iv) A summary tabulation of all contractor invoices and Developer payments; and

(v) The date of completion for each of the Anatolia Park Projects.

(b) District hereby acknowledges receipt of the foregoing items from Developer. District has provided City with invoices detailing the foregoing items received from Developer and outlining reimbursement amounts. Within forty-five (45) days of the execution of this MOU, the City shall reserve and disburse to District the amount of the Total Reimbursement approved by City pursuant to Section 1 above.

(c) All City disbursements of Development Fees under this MOU shall be contingent on such Development Fees having been received by the City from Developer. If City has not yet received all of such Development Fees, District shall be responsible for verifying available Development Fees collected by the City from the Developer with respect to the Anatolia Park Projects and shall provide City with quarterly invoices for the Total Reimbursement until sufficient Development Fees have been paid with respect to the Project to enable City to reimburse the Total Reimbursement pursuant to Section 1 above. City shall disburse the approved amount of reimbursement specified in each such quarterly invoice within forty-five (45) days of receiving each such invoice provided sufficient Development Fees have been received with respect to the Project to fund such reimbursements.

Section 3. **Record Keeping and Auditing of District.**

(a) District is required to maintain the following records associated with each of the Anatolia Park Projects (hereinafter the "Records"):

(i) All of the documents described in Section 2(a)(i)-(v) hereof;

(ii) Plans and specifications for each of the Projects comprising the Anatolia Park Projects marked "as-built" and illustrating the technical specifications of each of the Projects as constructed including any changes in such Projects due to change orders approved during the construction process; and

(iii) Any other information or records in the possession of District necessary to enable City to verify that the Anatolia Park Projects were completed pursuant to the Park Development Agreement, the construction contract and related invoices from the contractor specified in Section 2 hereof.

(b) District shall provide the Records to City. City shall review the Records, conduct field inspections, and perform other investigations it deems necessary to determine whether or not all or a portion of the Anatolia Park Projects were completed pursuant to the Park Development Agreement, the original construction contract and the other documents listed in Section 2 hereof.

(c) As required by California Government Code Section 8546.7 the MOU shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the MOU.

Section 4. Status of District.

The City of Rancho Cordova is a municipal corporation and the District is a political subdivision of the State of California and a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, *et seq.*). The Parties are thus separate legal entities. District is not an independent contractor, agent, or employee of the City. City shall have the right to control the District only with respect to District's services undertaken pursuant to this MOU. Further, District is not an agent of City. District shall have no authority, express or implied, pursuant to this MOU to bind City to any obligation whatsoever.

Section 5. Miscellaneous.

(a) Term.

The term of this MOU shall be from the date of its execution until January 30, 2008, or until such time as the City disburses the Total Reimbursement to District for payment to Developer, whichever comes later. The terms of this MOU are limited to reimbursement of Development Fees for the Anatolia Park Projects and do not apply to any other Park Projects within City.

(b) Indemnification.

District shall indemnify, defend and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of District, regardless of whether caused in part by a party indemnified hereunder.

City shall indemnify, defend and hold harmless District, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the City, regardless of whether caused in part by a party indemnified hereunder.

(c) Dispute Resolution and Opportunity to Cure.

Prior to filing suit for any claim under this MOU for any alleged breach, the aggrieved Party shall first give the other Party an opportunity to cure the alleged breach by sending written notice to the breaching party and giving the breaching party a minimum of thirty (30) days from the receipt of notice to cure the alleged violation.

(d) Third Party Liability.

Neither City nor District assume any liability, duty, or obligation to Developer's contractors, subcontractors or agents by execution or performance of this MOU, and no contractors, subcontractors, agents or any parties or third party beneficiaries of this Agreement.

(e) Other Governmental Regulations.

To the extent that the reimbursements provided for in this MOU may be funded by fiscal assistance from another governmental entity, District and its agents, consultants, employees, and volunteers shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

(f) CEQA.

Prior to District approval of construction or renovation of any parks or open space related facilities to be funded by Development Fees, District shall prepare or arrange for the preparation of any and all documents required by the California Environmental Quality Act ("CEQA").

(g) Binding on Successors and Assigns.

Each and every provision of this MOU shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

(h) Venue.

In the event that either party brings any action against the other under this MOU, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

(i) Attorneys' Fees.

If a party to this MOU brings any action, including an action for declaratory relief, to enforce or interpret the provision of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

(j) Amendments.

The Parties may amend this MOU only by a writing signed by all the parties.

(k) Entire Understanding.

This MOU constitutes the entire understanding between City and District regarding the subject matter of this contract.

(l) Notices.

Notices concerning this MOU shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To DISTRICT:

David Edmonds, Interim District Administrator
Cordova Recreation and Park District
2197 Chase Drive
Rancho Cordova, CA 95670

To CITY:

Adam Lindgren, City Attorney
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

And

Donna Silva, Finance Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

City of Rancho Cordova:

By: _____ Date: _____

Ted Gaebler
City Manager

Cordova Recreation and Park District:

By: _____ Date: _____

David Edmonds
Interim District Administrator

Attest:

By: _____

City Clerk

Approved as to Form:

_____

Adam Lindgren, City Attorney

_____

David McMurchie, District Counsel

EXHIBIT A

PARK DEVELOPMENT AGREEMENT ANATOLIA I AND II

AND

FIRST AMENDMENT TO PARK DEVELOPMENT AGREEMENT ANATOLIA I AND II

PARK DEVELOPMENT AGREEMENT
ANATOLIA I AND II

This agreement is made and entered into this 14th day of July, 2004, by and between the CORDOVA RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "District," and SUNRIDGE-ANATOLIA, LLC, a California Limited Liability Company, hereinafter referred to as "Developer" with reference to the following:

(i) Developer has obtained approval from the County of Sacramento and the City of Rancho Cordova ("City") for a general plan amendment, rezone and tentative subdivision map for a residential project known as Anatolia (the "Project"); and

(ii) The County of Sacramento and the City, as applicable, as a condition of their approval of the general plan amendment, rezone, and tentative subdivision map have required the Developer to enter into an agreement with the District by the terms of which the Developer shall dedicate certain real property for park and recreational purposes, and landscape corridors adjacent to certain roadways, and make certain improvements thereto; and

(iii) District is willing to accept title to the real property and the improvements described herein, in accordance with the terms and conditions set forth in this Agreement.

(iv) The Project is located in a portion of Sacramento County which became the incorporated City of Rancho Cordova ("City") as of July 1, 2003. All references in this Agreement to the County of Sacramento shall be deemed to mean the City of Rancho Cordova as of and after July 1, 2003.

NOW, THEREFORE, the parties hereto in consideration for the performance of the covenants and conditions hereinafter set forth agree as follows:

Section I Title to Park Sites and Quimby Credits.

1. With the recordation of the first final subdivision map for the Anatolia Project; Developer shall deliver to the District a Grant Deed for the four (4) park sites identified as Lots "A," "D," "G," and "7" on Exhibit "1" hereto, attached hereto and made a part hereof. At the time of completion of the park improvements as herein described, the park sites must be free and clear of any structures, walls, fences, wells or storage tanks, vernal pools, wetlands, or endangered species habitat as well as all liens, easements and encumbrances, except those easements required by conditions of approval for the Project, unless exceptions are otherwise approved in writing by the District as evidenced by a policy of title insurance equal to the market value of the property. The cost of the title insurance policy shall be paid by Developer. Any accrued and unpaid real property taxes, special taxes or assessments shall be paid by the Developer through the date the public improvements described in paragraph 5 below have been completed and accepted by the District in writing and, if applicable, the City.

2. In addition to the dedication of land as herein provided, the Developer shall pay fees in accordance with Title 22, Chapter 22.40 of the Codes of the County of Sacramento in effect at the time the tentative subdivision map was approved to the extent that such dedication of land

does not satisfy the parkland dedication requirement of the City's ordinance for the number of dwelling units intended to be constructed in the Project. The amount of in-lieu fees, if any, for single family lots shall be determined and paid to District with the recordation of final subdivision maps for this Project. In-lieu fees for multi-family and commercial developments, if any, shall be paid to the District upon issuance of building permit, provided, that as a condition of deferral of such fee payment, Developer and District shall record against such multi-family and commercial lots a standard form deed of trust securing the payment of Fee Deferral in a form acceptable to the District, which shall notify subsequent owners of such parcels of the obligation to pay such in-lieu fees.

3. Should Developer desire to have the grant deed to any park site recorded before the improvements described in Sections II and III have been completed, District will consider accepting the grant deed upon the receipt of acceptable performance, labor and material bonds which name District as an obligee, issued by a surety company licensed to do business in the State of California. The principal amount of the bonds must be acceptable to District and be supported by a cost estimate prepared and signed by a licensed civil engineer. An acceptable estimate will include not only the costs of construction, materials and equipment, but all fees and other charges associated with the permits, design, engineering, inspections and completion of all the improvements described below in Sections II and III.

4. Whether the deed or deeds are recorded or unrecorded, and subject to the conditions hereinafter set forth in this paragraph, Developer shall retain for a period of twenty-four (24) months from the date of delivery of the Grant Deed the right of reasonable access on and over Lots "A," "D," "G," and "7" for the purpose of constructing the improvements on the sites and in the case of Lot 7, to the adjacent private club facility. These conditions are: (a) notify District at least forty-eight (48) hours prior to the commencement of any work, (b) prior to the commencement of any work provide District with a certificate of insurance naming District as additional insured on a policy of liability insurance having limits of at least one million dollars, (c) any work or modification to any existing landscaping must be coordinated with District with the property returned to the same or better condition than existed before the work commenced, and (d) Indemnify, defend, and hold harmless the District, it's directors, officers, agents and employees against all claims, losses, damages, expenses and liabilities asserted or incurred by other parties, including but not limited to, District's employees and Developer's employees arising out of or in any way connected with the Developer, its agents, employees or suppliers exercising any of these retained rights, excepting only such loss, damages or liability as may be caused by the intentional acts or the active negligence of the District.

Section II Street Frontage Improvements & Construction Schedule.

5. Developer shall cause the improvement plans and specifications for street frontage and utilities installation to include:

5.1 All necessary street frontage improvements abutting the dedicated park sites, including but not limited to all utilities, vertical curb, paving, gutter and sidewalks.

5.2 Appropriate utility stubs into the park site, including but not limited to water, sewer, electrical and gas at locations and capacities specified by District.

5.3 Rough grading of the park sites to a uniform elevation pursuant to a grading plan approved by District.

5.4 Install drainage facilities to the boundary of the park site of an adequate size to provide the storm drainage needs of the developed park site.

5.5 The park site identified as Lot A on Exhibit "1" hereto abuts one residential lot. Developer shall install a six (6) foot masonry fence along the park site where it abuts this lot. The fence is to be installed when the Developer develops the park or when construction on the adjoining lot is completed, whichever occurs first.

The improvement plans and specifications for the improvements shall be approved by District in writing prior to the commencement of construction.

Developer shall pay all costs associated with the design, engineering, fees and construction of these public improvements. These public improvements for the parks identified as Lots "A," "D," "G," and "7" on Exhibit "1" will be included with the plans and specifications for that portion of the subdivision lying adjacent to the park site, but construction thereof must be completed within twelve (12) months from the date when fifty percent (50%) of the building permits for single-family dwelling units have been issued within the boundaries of any zone designated on Exhibit "1" in which the park is located. For example, the subject improvements to Lot A must be completed within 12 months after the date when fifty percent (50%) of the building permits have been issued in Zone 1 as shown on Exhibit "1" hereto. These public improvements for the large neighborhood park, Lot "G", will be included with the plans and specifications for that portion of the project lying adjacent to the large neighborhood park site; but must be completed within twelve (12) months of the date when fifty percent (50%) of the building permits for single-family dwelling units have been issued, within the boundaries of the entire Project shown on Exhibit "1".

Section III Construction of Onsite Park Improvements & Schedule.

6. Developer shall be responsible for funding all of the costs for design, engineering, fees and construction of improvements including the improvements described in Paragraph 5 above, to all of the parks shown on Exhibit "1". Developer's funding obligation will be met by the implementation of a Park Development Fee in the amount of Three Thousand One Hundred and Fifty-Nine Dollars ($3,159.00) per single family dwelling unit, Two Thousand Four Hundred and Sixty-Eight Dollars ($2,468.00) per multi-family dwelling unit, and Twenty-Nine Cents ($0.29) per square foot of retail commercial building space as a component of the Public Facilities Financing Plan and Developer's commitment to advance funding in accordance with the terms of this Agreement.

7. For the purposes of this agreement only, the Project has been divided into two zones designated on Exhibit "1". Before building permits can be issued by City for fifty percent (50%) of the residential units (other than model homes) within the boundaries of any zone designated on Exhibit "1", the Developer must present evidence to the District of improvement plans and specifications, a signed construction contract and performance, labor and material bonds all approved by District in writing for the construction of improvements to the subject park site in that zone. The projected improvements to each park site are shown on Exhibit "2," provided,

that the final description of the improvements shall be subject to District's written approval for design and budgetary purposes.

8. Before building permits can be issued by City for residential units comprising more than fifty percent (50%) of the residential units (single family and multi-family units) within the boundaries of the entire Project shown on Exhibit "1" (Zone I and Zone II), Developer must present evidence to the District of improvement plans and specifications, a signed construction contract and performance, labor and material bonds all approved by the District in writing for the construction of the improvements to the large neighborhood park site, Lot G. The projected improvements to Lot G are shown on Exhibit "2" hereto, provided that the final description of the improvements shall be subject to District's written approval for design and budgetary purposes.

Section IV Credits for Onsite Park Improvements.

9. The parties acknowledge that the Public Facilities Plan for the Specific Plan Area, as further documented in this Agreement, establishes a Park Development Fee to fund all of the cost of onsite park improvements (including the frontage improvements described in Paragraph 5 above) and a share of the costs of off-site community recreation/community center facilities. The Park Development Fee is paid when a building permit is issued for the construction of any single family or multi-family dwelling unit. As anticipated in Sections II and III above, the Developer will construct frontage improvements and onsite park improvements. All work performed by the Developer or its subcontractors will be inspected during construction by the District's representatives. The Developer shall pay all costs associated with the design, engineering, utility connection and governmental fees, and the construction cost of these frontage and On-Site park improvements. Developer shall be entitled to credits against the portion of the Park Development Fee allocated for frontage improvements as shown on Exhibit "2" hereto. Developer shall also be entitled to credits against the portion of the Park Development Fee allocated for on-site park improvements subject to verification by contract invoices and proof of payment. Preliminary cost estimates for said on-site park improvements are shown on Exhibit "2" hereto.

10. For on-site park improvements, the amount of the credit available to the Developer for funding or constructing onsite park improvements will be the contract prices for all labor, equipment and materials plus the costs of design, engineering, inspection, construction management, and fees. For frontage improvements as described in Paragraph 5 hereof, the credit shall be the per unit, square footage, or lineal footage cost set forth on Exhibit "2." No credit will be issued for the construction or funding of any improvements not approved by the District in writing pursuant to Section 7 and Section 8 hereof, or otherwise approved by the District in writing pursuant to a change order to the subject construction contract. District agrees that change orders may be approved by District's inspector in the field, and that because time is usually of the essence with regard to change orders, that District will approve or disapprove any written change order request within one (1) working day after delivery of such request by Developer to the District.

10.1 For on-site park improvements, should the contract price be less than the cost set forth on Exhibit "2", District shall maintain a cumulative account balance of all savings. This account may be drawn upon to pay cost overruns that were or may be incurred in past or future onsite park development within the boundaries of the SunRidge Specific Plan area. When all the frontage improvements and onsite park improvements identified on Exhibit "2" have been

completed, any remaining funds generated by the collection of the portion of the Fee collected from the Project for on-site improvements as shown on Exhibit "2," must be expended to further improve the park sites within the SunRidge Specific Plan area.

11. Credits will be issued for each equivalent dwelling unit within the Project. The credits will be issued upon the full execution of a construction contract based upon signed improvement plans and specifications and the receipt by District of performance, labor and material bonds, all approved by District, for the construction of on-site park improvements. The Developer may use the credits in any one of three ways: (i) use the credit to reduce the amount of the Park Development Fee due when the Developer requests building permits, (ii) assign the credits to other builders to reduce the Park Development fee when they request building permits; or (iii) submit the credits to District for reimbursement. If reimbursement is requested, District is only obligated to pay the Developer from funds available in the Park Development Fee Account for this Project, and then only to the extent of the amount of the credit. The District will retain the balance of each fee to fund those additional improvements designated in the Public Facilities Financing Plan, but not constructed by the Developer, including the Project's fair share of off-site recreational facilities/community center, etc. If Developer seeks reimbursement, as opposed to credits, then not less often than on a semi annual basis, the District will distribute to the Developer that portion of Park Development Fees collected representing the credit to which Developer is entitled pursuant to Paragraph 10 hereof, until the amount owed the Developer is paid in full.

12. The total credit available to the Developer cannot be accumulated and applied to eliminate the Park Development Fee, but must be applied toward the "Frontage Improvements" and "On-Site Improvement" portion of the fee as shown on Exhibit "2" when and as individual building permits are issued by the City. Additional credits cannot be obtained through funding improvements that are not approved by the District in writing.

13. The credits are fully transferable by the Developer, but may be used only with the issuance of building permit within the boundaries of the SunRidge Specific Plan area. Any transfer of credits by Developer shall be accompanied by written notice of such transfer to District at the address specified in Paragraph 31 hereof. District shall be entitled to conclusively rely on the accuracy of such a written notice of transfer in determining the amount of the credit and the identity of the parties entitled to the credit.

14. Any change in the number of "equivalent dwelling units" within the SunRidge Specific Plan area may require the parties to adjust the credit schedule available to the Developer. No adjustment shall require the District to reimburse any additional funds or issue additional credits for frontage improvements or onsite park improvements funded or constructed by Developer prior to the change in the number of equivalent dwelling units.

Section V Construction of Landscape Corridors.

15. With the development of the individual commercial, multi-family, and residential properties located within the Project, the Developer shall construct and install a landscape corridor adjacent to those streets shown on Exhibit "3", incorporating therein a concrete sidewalk, trees, shrubs, ground cover, and a radio controlled automatic irrigation system. On the single-family and multi-family residential properties, the corridor shall also include a six (6) foot high, graffiti resistant, masonry wall with vines. Developer shall not be entitled to any Quimby

Act credits or Park Development Fee credits for dedication of such corridors or construction of such landscape corridor improvements.

16. Except for those improvements to be maintained by a Home Owners Association, all landscape corridors must conform to the SunRidge Design Guidelines - Landscape Corridors, Trails and Parks, dated July 1, 2003, prepared by Foothill Associates and adopted by the District and must be compatible with other corridor designs in the area. Plans and specifications must be approved by the District in writing and the construction inspected by District personnel as it progresses.

17. Except as otherwise provided herein, the sidewalk and landscape improvements to the corridors will be completed in accordance with the time requirements imposed by the City for other public improvements constructed within the subdivision development before the City will release the performance and material and labor bonds posted with the City to assure the completion.

18. Subject to the provisions of Paragraph 24 hereof, when construction of these landscape corridors have been completed in accordance with approved plans, specifications and their construction inspected and accepted in writing by the District, the Developer shall transfer title to the improved corridors by delivery of a grant deed to the District for the corridors' future maintenance, operation, repair, and replacement.

Section VI Trail System.

19. With the recordation of the first final subdivision map for the Project shown on Exhibit "1", the Developer shall deliver to the District a Grant Deed for a minimum twenty-two (22) foot wide recreational and landscape easement, to be used for hiking, biking and other recreational uses as shown on Exhibit "4" (the "Trail Easement").

20. When a building permit has been issued for the construction of any single family lot adjacent to the Trail Easement as shown on Exhibit "4", the Developer shall construct, in accordance with plans and specifications approved by District, a twelve (12) foot wide paved trail with four foot shoulders and appropriate landscaping which extends the entire length of the Trail Easement.

21. Any lots abutting the Trail Easement, shall be improved with a six (6) foot decorative tubular steel fence installed at the cost and expense of Developer along the property line between the lots and the Trail Easement. No other fencing shall be permitted.

22. The Developer will not be entitled to any credits towards the parkland dedication or in lieu fees required by Title 22 of the Codes of the County of Sacramento for the dedication of the Trail Easement. Developer shall be entitled to fee credits for the cost to construct the trail improvements thereto as provided in Section IV above.

Section VII Transfer of Title and Assumption of Maintenance.

23. The Developer must obtain the written approval of the District for all plans and specifications, including the location of all utility service points, as well as the inspection by the District of construction, for any improvements to real property which the Developer intends to

transfer to the District for maintenance and operation, such as parks, landscaped corridors, medians, visibility easements, landscaped trails and open space.

24. Upon acceptance of the deed or deeds to the park sites, the landscaped corridors and the landscaped trail system, District shall assume the responsibility for all maintenance, repair and operation thereof. The District will not accept, and is not obligated to accept, the tendered deed or deeds until all the public improvements described above have been accepted by the District in writing as complete for any park, landscape corridor or trail improvement and a financing district, such as a Mello Roos Community Facilities District (the "CFD"), has been formed to finance the cost of maintaining such improvements. District agrees to cause the CFD to be formed on or before August 1, 2004, in time to allow the special tax to be levied for the 2004-2005 tax year.

24.1 If the Developer desires to have the District maintain on site park improvements, landscape corridors, or trail system improvements with the special tax proceeds collected by the Cordova Recreation and Park District Community Facilities District 04-01 (SunRidge) for any given fiscal year, then Developer shall notify District of both (1) the nature and location of the facilities that will require maintenance by the District; and (2) the anticipated date of commencement of maintenance obligations by the District no later than July 1 of any year. This notice shall specify all facilities for which District will be required to provide maintenance services during the subsequent twenty (20) month period after each such July 1 notice date. This notice requirement is intended to permit the District to levy sufficient special taxes in any given fiscal year to fund all of its maintenance obligations during that fiscal year and the "dry period" financing period for the ensuing fiscal year.

25. Upon acceptance of deeds or easements to any park, landscape corridors, or the trail system, the District shall assume the responsibility for all maintenance, repair, replacement and operation of those parcels of property and the improvements thereto except as hereinafter identified as being the responsibility of the Home Owners Association created by the Developer. The District will not accept, and is not obligated to accept, the tendered deeds or easements until all improvements on any particular property have been accepted as complete.

25.1. In consideration for the park improvements constructed by Developer and dedicated to District, District will perform all necessary maintenance of the park and recreational improvements constructed by Developer commencing immediately upon completion of construction, completion of Developer's ninety (90) day maintenance period and dedication by Developer to District. Developer shall be required to provide maintenance to all on site park improvements, landscape corridors and trail system improvements constructed pursuant to this Agreement for a period of ninety (90) days commencing upon the completion of construction at Developer's own expense. The cost of such maintenance services provided by Developer for all on site park improvements and trail system improvements shall be included in the cost of construction of each such improvement and subject to credit pursuant to Section IV. Developer shall unconditionally warrant all materials and workmanship furnished pursuant to this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. This warranty shall remain in effect for a period of one year from completion of Developer's ninety (90) day maintenance period.

26. The Home Owners Association shall be responsible for the maintenance, operation, repair and replacement of any decorative stone walls, project entrance signage, fountains and water hardscape at any project entrances, any potted plants and all other improvements to the landscaped corridors or medians as from time to time approved in writing by the District, except for the standard sound walls which will be maintained by District. These obligations of the Home Owners Association exist even with respect to those improvements, which maybe located on real property or within easements held by the District. Should the Home Owners Association ever elect to abandon these maintenance obligations, the District in its sole and absolute discretion may remove, modify, replace or maintain any of these improvements.

Section VIII Consent to and Formation of Community Facilities District for Maintenance Purposes.

27. Developer agrees to consent in writing, on behalf of all real property it owns in the Project, to inclusion of the Project in a community facilities district to be formed by the District, or to annexation of such real property to an existing community facilities district for purposes of funding the maintenance of the improvements described herein. The real property in the Project may be included in, or annexed to, a community facilities district formed under the provisions of the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.), any amendments thereto, or any other applicable provision of the law. The community facilities district shall be used to provide funding for maintenance of the landscape corridors and the park and recreation facilities funded pursuant to the terms of this Agreement. Developer shall provide to each purchaser of property within the Project owned by it as of the date of this Agreement, and the District, a copy of a preliminary title report giving notice of the inclusion of the real property in the community facilities district, and notice regarding any special taxes imposed as a result thereof, if a real estate public report is not yet available, or a copy of the real estate public report giving notice of the inclusion of the real property in a community facilities district and any resultant special taxes upon its availability. Developer further agrees not to cause to be filed, or encourage the filing of, and waives its rights to file, any written protests to the inclusion of the Project in a community facilities district, and/or the annexation of the real property encompassing the Project to an existing community facilities district for such maintenance purposes. Developer further agrees to cast its votes in any land owner election for inclusion of the real property in the Project in a newly created or existing community facilities district in favor of including said real property in said community facilities district. Any special taxes levied against the real property in the Project pursuant to the Mello-Roos Community Facilities Act of 1982 for such maintenance purposes shall be in addition to any and all Dedicated Land and/or In Lieu Fees collected by the District pursuant to Sections 1 and 2 of this Agreement, and in addition to any development fee levied pursuant to Government Code Section 66000 pursuant to Section 6 of this Agreement. No credit shall be allowed against any such special taxes levied against the real property, regardless of whether such taxes are owing by Developer or any prospective purchaser of the real property contained within the Project.

Section IX Insurance and Indemnity.

28. Developer shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Developer shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent Developers, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars ($1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Developer shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Developer, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Developer's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Developer. Said insurance shall also specify that it acts as primary insurance.

B. Workers' Compensation Insurance. Developer shall be permissibly self insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

As part of the execution of this Agreement, Developer agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

29. Developer shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Developer, or any of Developer's agents, employees or subcontractors; (2) any alleged negligent act or omission of Developer, or any Developer's agents, employees or subcontractors in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Developer, Developer's agents or employees or contractors in carrying out the provisions of this Agreement. This indemnification shall not include any claim arising from the willful misconduct or gross negligence of the District or its agents or employees.

District shall assume the defense of, and indemnify and save harmless, Developer, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type of description to which it may be subjected or put to by reason of or resulting from (1) the performance of, or failure to perform

any obligations of this Agreement by District, or any of District's agents or employees; (2) any alleged negligent act or omission of District, or any of District's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any alleged negligent act or omission of District, its agents or employees in performing its maintenance obligations for the park and recreational improvements constructed by Developer pursuant to this Agreement after dedication of such park and recreational improvements by Developer to District and acceptance of such dedication by District. This indemnification shall not include any claim arising from the willful misconduct or gross negligence of the Developer or its agents or employees.

Section X General Provisions.

30. Should Developer discover in the course of bidding or constructing any park improvements that the costs set forth on Exhibit "2" are insufficient to pay all the costs of the improvements, or that the number of anticipated dwelling units to be constructed in the Project has been reduced so that inadequate funds will be generated to complete the planned park improvements, the Developer may notify the District in writing, who, within thirty (30) days following receipt of such notice, will by letter inform the City of Rancho Cordova, that an increase in the Park Development Fee for the Project is necessary.

31. Notice shall be sent to the parties at the addresses set forth below. Either party may change the address by giving written notice to the other:

DEVELOPER:	DISTRICT:
SunRidge Anatolia LLC c/o AKT Developments 7700 College Town Dr., Suite 101 Sacramento, CA 95826	Cordova Recreation and Park District 2197 Chase Street Rancho Cordova, CA 95670 Telephone (916) 362-1841

32. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and subsequent purchasers. Developer shall not assign its interest in this Agreement without District's prior written approval, which approval shall not be unreasonably withheld.

33. Should the Developer or subsequent purchaser fail or refuse to complete the construction of the onsite park improvements referred to above, the District as one of its remedies may request the City of Rancho Cordova to halt the issuance of any additional building or occupancy permits within the Project until the onsite park improvements are funded or completed as contemplated by the terms of this agreement.

34. Time is of the essence in the performance of this agreement.

35. The District shall review and comment on any plans and specifications submitted by the Developer in a timely manner considering the workload presented by other developer's prior submittals and any emergency situations which redirects the District's attention.

36. This agreement constitutes the sole and only agreement between the parties concerning the matters set forth herein.

37. In the event any action is initiated by either party seeking to enforce any of the terms or provisions of this agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and costs.

Executed in Sacramento, California as of the date set forth above.

DISTRICT:

CORDOVA RECREATION AND PARK DISTRICT, a political subdivision of the State of California

By: _____
President

By: _____
General Manger

DEVELOPER:

SUNRIDGE-ANATOLIA, LLC,
a California Limited Liability Company

By: AKT Sunridge Anatolia Investors, LLC,
a California limited liability company
Its: Managing Member

By: AKT Development Corporation
a California corporation
Its: Manager

By: MARK ENES
Its: Executive Vice President

LIST OF EXHIBITS

Exhibit 1	Map of Anatolia showing all park sites identified by Lot # ___. Also shows two "zones" – "Zone 1" is Anatolia 1; "Zone 2" is Anatolia II.
Exhibit 2	Schedule of all Frontage and Park Improvements for each on-site Park, (including estimated cost?).
Exhibit 3	Map showing Landscape corridors (commercial, multifamily, and single family).
Exhibit 4	Map of Trail Easement.

EXHIBIT 1

ANATOLIA I & II

RANCHO CORDOVA, CALIFORNIA

DECEMBER 3, 2003

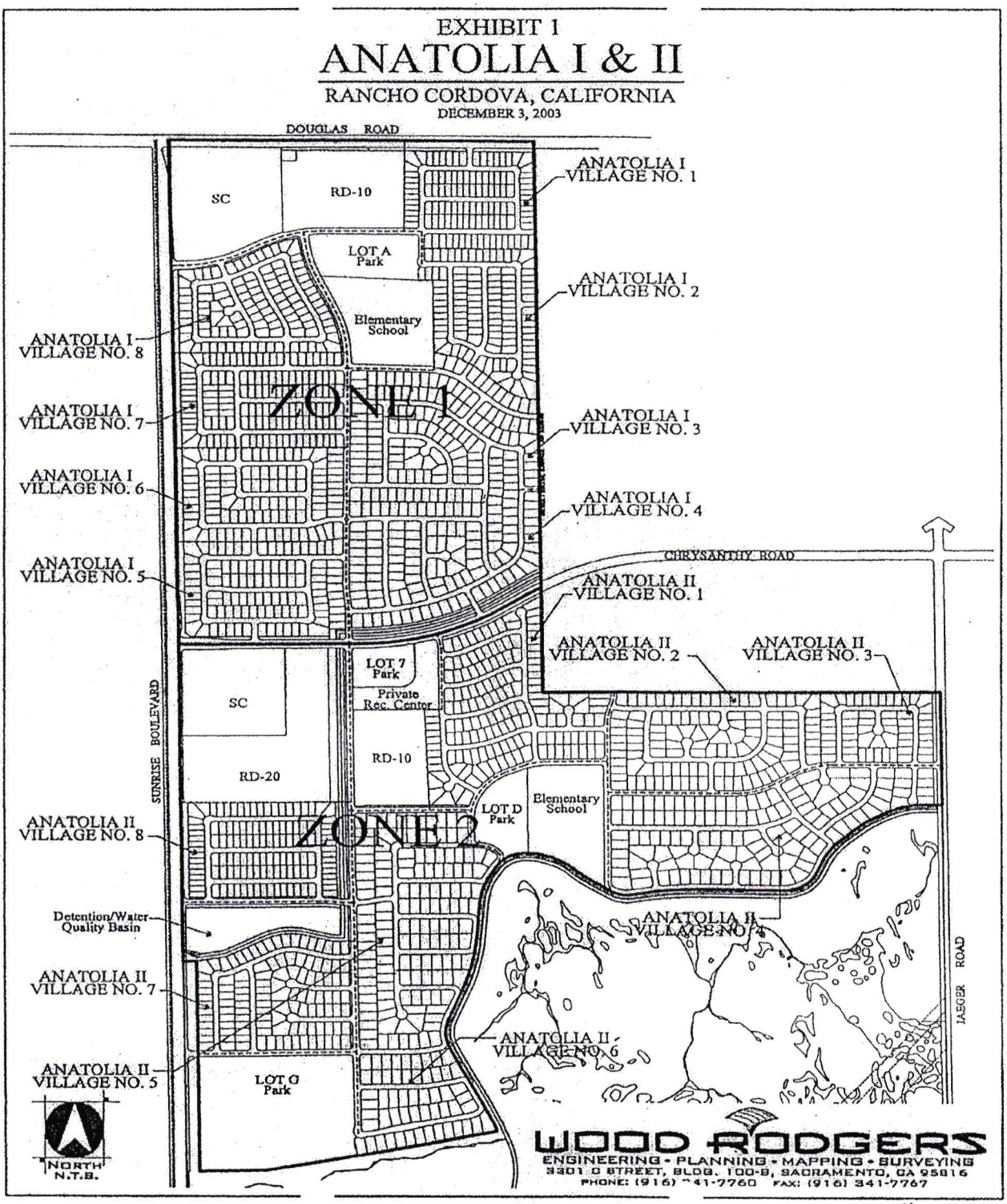


EXHIBIT "1"

EXHIBIT 2

Cordova Recreation and Park District
Sunridge Specific Plan
PARK A - LOT G

	Units	Unit Costs	Costs	Totals
Basic Park Improvements				**1,534,798**
Basic Park Improvements	21.6	64,111	1,384,798	
Tot Lot	1	150,000	150,000	
Other Improvements				**1,171,750**
Basketball Full Court	1	40,000	40,000	
Large Group Picnic Area	1	59,550	59,550	
Rest Room	1	110,000	110,000	
Tennis Courts - 4 Courts	2	100,000	200,000	
Parking Lot	148	1,400	207,200	
Soccer Field Regulation	2	4,000	8,000	
Soccer Field Youth	2	3,500	7,000	
Baseball Fields - Lighted	4	110,000	440,000	
Water Feature	1	100,000	100,000	
Total Park Improvements				**2,706,548**
Street Frontage				**356,160**
Street Frontage	1,680	212	356,160	
Total Estimated Cost of Developers Improvements				**$3,062,708**

Cordova Recreation and Park District
Sunridge Specific Plan
PARK B - LOT D

	Units	Unit Costs	Costs	Totals
Basic Park Improvements				**627,560**
Basic Park Improvements	5.7	90,800	517,560	
Tot Lot	1	110,000	110,000	
Other Improvements				**89,400**
Small Group Picnic Area	1	28,000	28,000	
Group Area Barbeques, sink & counter	1	4,500	4,500	
Group Area Tables	4	850	3,400	
Basketball - Half Court	1	25,000		
Soccer Fields Youth	1	3,500	3,500	
Softball Field	1	50,000	50,000	
Total Park Improvements				**716,960**
Street Frontage				**222,600**
Street Frontage	1,050	212	222,600	
Total Estimated Cost of Developers Improvements				**$939,560**

Cordova Recreation and Park District
Sunridge Specific Plan
PARK C - LOT 7

	Units	Unit Costs	Costs	Totals
Basic Park Improvements				**445,960**
Basic Park Improvements	3.7	90,800	335,960	
Tot Lot	1	110,000	110,000	
Other Improvements				**154,400**
Off Street Parking	10	1,440	14,400	
Tennis Courts - 2 Courts	1	100,000	100,000	
Basketball - Full Court	1	40,000	40,000	
Total Park Improvements				**600,360**
Street Frontage				**188,680**
Street Frontage	890	212	188,680	
Total Estimated Cost of Developers Improvements				**$789,040**

Cordova Recreation and Park District
Sunridge Specific Plan
PARK E - LOT A

	Units	Unit Costs	Costs	Totals
Basic Park Improvements				**731,291**
Basic Park Improvements	6.7	92,730	621,291	
Tot Lot	1	110,000	110,000	
Other Improvements				**114,400**
Small Group Picnic Area	1	28,000	28,000	
Group Area Barbeques, sink & counter	1	4,500	4,500	
Group Area Tables	4	850	3,400	
Soccer Fields Youth	1	3,500	3,500	
Basketball - Half Court	1	25,000	25,000	
Softball Field	1	50,000	50,000	
Total Park Improvements				**845,691**
Street Frontage				**279,840**
Street Frontage	1,320	212	279,840	
Total Estimated Cost of Developers Improvements				**$1,125,531**

Cordova Recreation and Park District
Sunridge Specific Plan - Anatolia I, II
PARK A, B, C, E

			Costs	Totals
Basic Park Improvements				**3,339,609**
Park A			1,534,798	
Park B			627,560	
Park C			445,960	
Park E			731,291	
Other Improvements				**1,529,950**
Park A			1,171,750	
Park B			89,400	
Park C			154,400	
Park E			114,400	
Total Park Improvements				**4,869,559**
Street Frontage				**1,047,280**
Street Frontage	4,940	212	1,047,280	
Total Estimated Cost of Developers Improvements				**$5,916,839**

EXHIBIT 3

ANATOLIA I & II

RANCHO CORDOVA, CALIFORNIA

DECEMBER 3, 2003

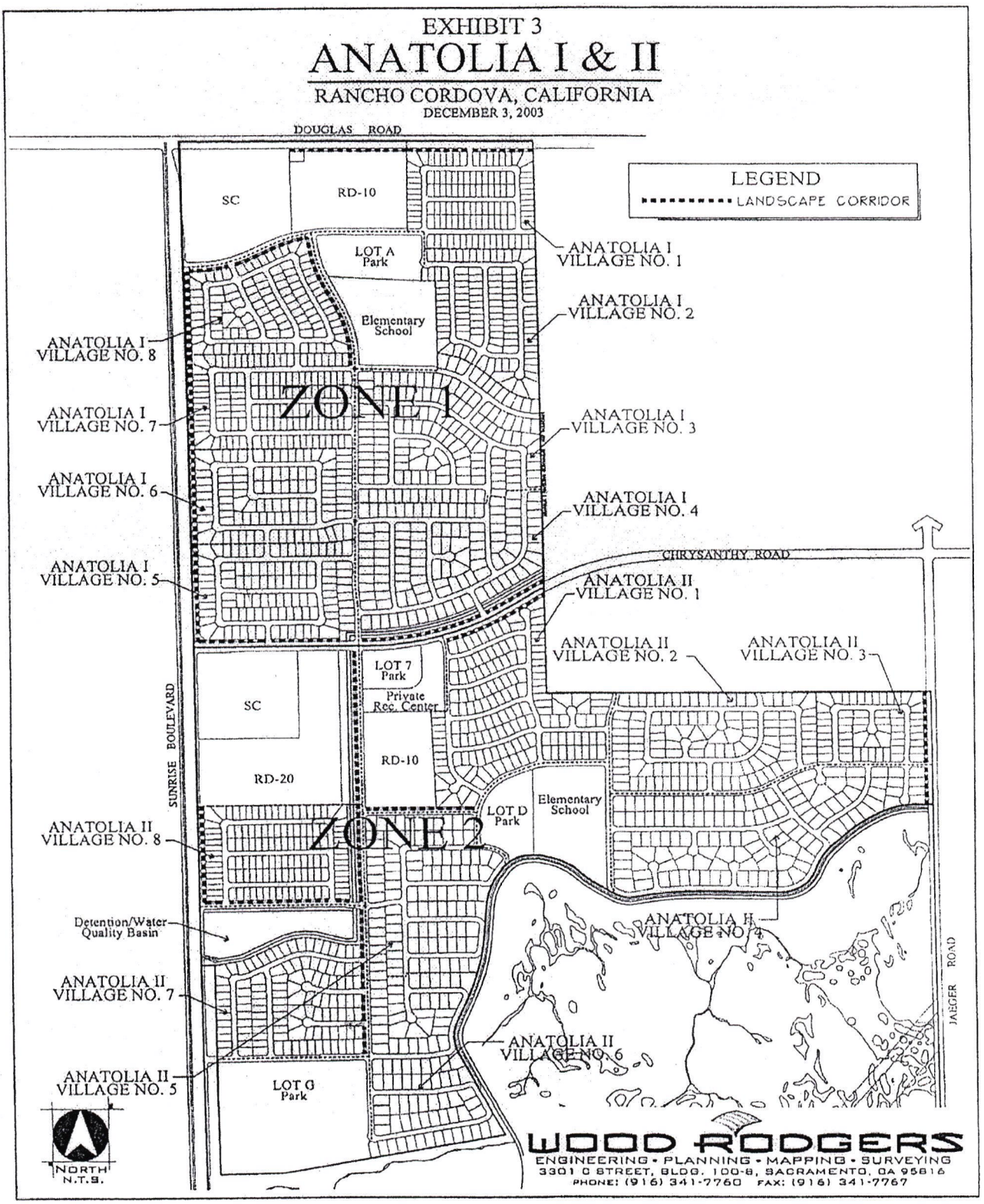
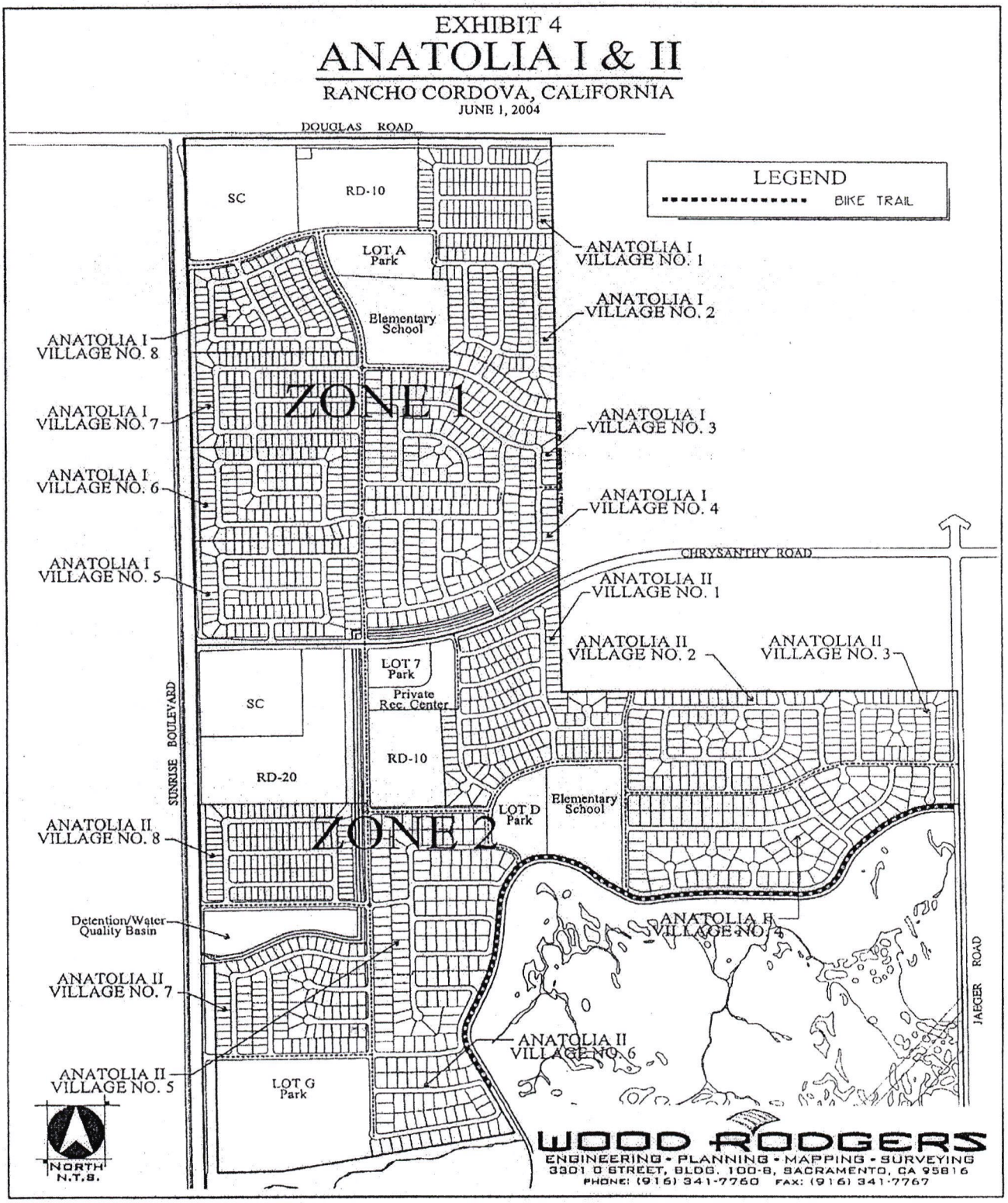


EXHIBIT 4

ANATOLIA I & II

RANCHO CORDOVA, CALIFORNIA

JUNE 1, 2004



WOOD RODGERS

ENGINEERING - PLANNING - MAPPING - SURVEYING

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

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

FIRST AMENDMENT TO PARK DEVELOPMENT AGREEMENT ANATOLIA I AND II

This First Amendment to Park Development Agreement Anatolia I and II ("**Amendment**"), dated for reference purposes only as of April 12th, 2006, is entered into by and between the CORDOVA RECREATION AND PARK DISTRICT, a political subdivision of the State of California ("**District**"), and SUNRIDGE-ANATOLIA, LLC, a California limited liability company ("**Developer**"), who agree as follows:

RECITALS

A. District and Developer entered into that certain Park Development Agreement Anatolia I and II dated July 14, 2004 ("**Agreement**") which allocated the parties' relative obligations concerning the construction and financing of certain park improvements for the residential project known as Anatolia, as more particularly described in the Agreement.

B. The Agreement provides that Developer shall be responsible for funding all of the costs for design, engineering, fees and construction of the improvements to all of the parks referenced in the Agreement for the Anatolia I and II projects.

C. The Agreement provides that Developer's funding obligation for the construction of such improvements will be met by the implementation of a park development fee and Developer's commitment to advance funding, as more particularly described in the Agreement.

D. Developer and the District acknowledge and agree that a shortfall exists for funding the construction of park improvements for the Anatolia I and II projects, as well as for the Anatolia III and IV, Sunridge Park and North Douglas projects located within the City (collectively, the **"Shortfall Projects"**).

E. In order to address the shortfall described above, the developers of the Shortfall Projects have agreed to contribute and pool increased park development fees in excess of each developer's park development fees as required under such developer's respective development agreement with the City, with such additional fees to be utilized to fund the construction of park improvements for the Shortfall Projects, as more particularly described hereinbelow.

F. District and Developer now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Defined Terms. The term **"Park Improvements"** shall mean the improvements, including the improvements described in Paragraph 5 of the Agreement, to all of the parks shown on **Exhibit "1"** of the Agreement collectively. The term **"Park Improvement Budget"** shall mean the budget for the Park Improvements attached hereto as **"Revised Exhibit '2'"** which shall replace that certain **Exhibit "2"** attached to the Agreement in its entirety.

2. Paragraph 7. Paragraph 7 of the Agreement is amended to add the following language at the end thereof:

> "Should Developer be unable to meet these requirements of Paragraph 7 due to the failure of the District to timely approve plans, to timely revise and re-engineer the scope of the Park Improvements so that the costs thereof are within the Park Improvement Budget, or to timely commit to funding any and all Park Improvement Costs in excess of the Park Improvement Budget, District shall not object to the continued issuance of building permits within Anatolia I and II."

3. Paragraph 8. Paragraph 8 of the Agreement is amended to add the following language at the end thereof:

> "Should Developer be unable to meet these requirements of Paragraph 8 due to the failure of the District to timely approve plans, to timely revise and re-engineer the scope of the Park Improvements so that the costs thereof are within the Park Improvement Budget, or to timely commit to funding any and all Park Improvement Costs in excess of the Park Improvement Budget, District shall not object to the continued issuance of building permits within Anatolia I and II."

4. Funding For Park Improvements. The Agreement is amended to add the following additional Section thereto:

"Section XI Funding For Park Improvements

38. In order to address the shortfall for the construction of park improvements for the Shortfall Projects, the developers of the Shortfall Projects have agreed to contribute and pool increased park development fees in excess of each developer's respective Park Development Fee in the amounts as shown on the Sources and Uses Table attached hereto as **Exhibit "5"** (the **"Supplemental Fees"**). The Supplemental Fees shall be administered by the District. The District shall be obligated to utilize and apply the Supplemental Fees for the construction of park improvements for the Shortfall Projects as provided for in the park development agreement between such contributing developer and the District and as shown on **Exhibit "5."** Developer's contribution towards the Supplemental Fees is described in Paragraph 39 below.

39. Developer shall contribute the amounts indicated on **Exhibit "5"** towards the Supplemental Fees. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT TO THE CONTRARY, THE DISTRICT ACKNOWLEDGES AND AGREES THAT DEVELOPER'S TOTAL FUNDING OBLIGATION FOR THE

DESIGN, ENGINEERING, FEES, AND CONSTRUCTION OF THE PARK IMPROVEMENTS SHALL BE DEVELOPER'S PAYMENT OF THE PARK DEVELOPMENT FEE AND DEVELOPER'S CONTRIBUTION TOWARDS THE SUPPLEMENTAL FEES AS PROVIDED ABOVE (THE "**DEVELOPER'S TOTAL FUNDING OBLIGATION**"). THE DISTRICT SHALL BE RESPONSIBLE TO FUND THE DESIGN, ENGINEERING, FEES, AND CONSTRUCTION OF ANY AND ALL PARK IMPROVEMENTS NOT FUNDED BY THE DEVELOPER'S TOTAL FUNDING OBLIGATION; PROVIDED, HOWEVER, THAT IF THE COSTS TO FUND THE DESIGN, ENGINEERING, FEES, AND CONSTRUCTION OF THE PARK IMPROVEMENTS EXCEEDS THE PARK IMPROVEMENT BUDGET, THE DISTRICT SHALL HAVE THE OPTION TO REVISE AND REDESIGN THE SCOPE OF THE PARK IMPROVEMENTS SO THAT THE COST OF FUNDING THE DESIGN, ENGINEERING, FEES, AND CONSTRUCTION OF SUCH REVISED PARK IMPROVEMENTS SHALL NOT EXCEED THE PARK IMPROVEMENT BUDGET.

40. The source and allocation of funding for the payment of the costs of the Park Improvements and the Supplemental Fees is provided on **Exhibit "5,"** attached hereto. The District shall be obligated to utilize and apply the Supplemental Fees to reimburse or credit the developers of the Shortfall Projects for the construction of park improvements within the Shortfall Projects in the manner illustrated on **Exhibit "5,"** or, should the contract price for the Park Improvements be less than the Park Improvement Budget, to further improve other park sites within the Sunridge Specific Plan area. In the event the costs to fund the design, engineering, fees, and construction of the Park Improvements exceeds the amount of the Park Improvement Budget, it shall be the District's obligation to either: (i) revise and redesign the scope of the Park Improvements so that the cost of funding the design, engineering, fees, and construction of such revised Park Improvement shall not exceed the Park Improvement Budget, or (ii) provide its own funding for any shortfall between the cost of funding the design, engineering, fees and construction of the Park Improvements and the Park Improvement Budget."

5. Paragraph 11. Paragraph 11 of the Agreement is amended to delete the last three (3) sentences thereof and replace such language with the following in lieu thereof:

"If reimbursement is requested, the District shall be obligated to pay the Developer the full amount of the credit, whether such funds come from funds available from the Park Development Fees, or Supplemental Fees collected by the District from developers of the Shortfall Projects. The District will not be obligated to utilize other District funds to reimburse Developer unless District notifies Developer in writing of its intention to provide its own funding for the costs of Park Improvements in excess of the Park Improvement Budget pursuant to the terms of this Agreement. If Developer seeks reimbursement, as opposed to credits, then not less often than on a semi-annual basis, the District will distribute to the Developer that portion of Park Development Fees or Supplemental Fees collected from developers of the Shortfall Projects that is to be made available to Developer pursuant to **Exhibit "5,"** representing the credit to which Developer is entitled pursuant to paragraph 10 hereof, until the amount owed the Developer is paid in full. If the cost of funding the design, engineering, fees and construction of the Park Improvements

exceeds the Park Improvement Budget, and District advises Developer in writing of its intent to fund such excess Park Improvement Costs rather than redesign the scope of the Park Improvements, the District shall be obligated to reimburse Developer when expenditures incurred by Developer in connection with the design, engineering, fees, and construction of the Park Improvements exceed the Park Improvement Budget from other District funds for any portion of such reimbursement not funded by the Park Development Fees or Supplemental Fees. Notwithstanding the foregoing, if the costs to fund the design, engineering, fees, and construction of the Park Improvements exceeds the amount of the Park Improvement Budget, the District shall have the option to either (i) revise and redesign the scope of the Park Improvements so that the cost of funding the design, engineering, fees, and construction of such revised Park Improvements shall not exceed the Park Improvement Budget, or (ii) provide its own funding for any shortfall between the cost of funding the design, engineering, fees and construction of the Park Improvements and the Park Improvement Budget. If the credits received by Developer hereunder exceed Developer's actual expenditures on the design, engineering, fees, and construction of the Park Improvements, then Developer shall, upon completion of the Park Improvements and their acceptance by the District, reimburse the District for any such excess credits received by Developer."

6. Exhibits. **Exhibit "5"** attached hereto shall be deemed to be attached to the Agreement as **Exhibit "5"** thereto.

7. Paragraph 9. Paragraph 9 of the Agreement is amended to add the following sentence at the end thereof, "Notwithstanding the foregoing, the Developer shall be entitled to a credit for construction management services for the construction of the Park Improvements with such credit being for an amount equal to four percent (4%) of the construction costs of the Park Improvements."

8. Paragraph 10.1. Paragraph 10.1 of the Agreement is deleted in its entirety and is hereby amended to read as follows: "For on-site park improvements, should the contract price be less than the cost set forth on **Exhibit "2,"** District shall maintain any savings in Supplemental Fees to be utilized by the District for the funding of any shortfall for the construction of park improvements for the Shortfall Projects. If there are any remaining Supplemental Fees following (i) the construction of all park improvements required for the Shortfall Projects and (ii) any required reimbursement of the developers of the Shortfall Projects, the District shall be entitled to retain such balance to be utilized by the District to further improve the park sites within the Sun Ridge Specific Plan area."

9. Paragraph 23. Paragraph 23 of the Agreement is amended to add the following sentence at the end thereof:

"The Developer must obtain the written approval of the District for any agreement for the design of Park Improvements the cost of which will be either creditable or reimbursable to Developer under this Agreement. The District shall not unreasonably withhold, condition, or delay such approval. In the event the District fails to approve any agreement for the

design of Park Improvements offered by the Developer as provided above, the District shall timely propose an alternative engineer or landscape architect to perform such work which shall be acceptable to the District."

10. Paragraph 30. Paragraph 30 of the Agreement is deleted in its entirety and replaced with the following language in lieu thereof: "[Intentionally Deleted]."

11. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

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

Executed in Sacramento, California, as of the date set forth above.

DISTRICT:

CORDOVA RECREATION AND PARK DISTRICT, a political subdivision of the State of California

By: _____
Chairperson

By: _____
District Administrator

DEVELOPER:

SUNRIDGE-ANATOLIA, LLC,
a California limited liability company

By: AKT Sunridge Anatolia Investors, LLC,
a California limited liability company
Its: Managing Member

By: AKT Development Corporation,
a California corporation
Its: Manager

_____
By: Mark Enes
Its: Executive Vice President

LIST OF EXHIBITS

Revised Exhibit "2"	Park Improvement Budget
Exhibit "5"	Sources and Uses of Park Improvement Funding

REVISED EXHIBIT "2"

PARK IMPROVEMENT BUDGET

(See attached)

REVISED EXHIBIT 2

Cordova Recreation and Park District
Sunridge Specific Plan
Park A - Lot G (20.46 Acres)

Park Improvements	Acres	Unit Price	Budget Amount[1]
Hard Construction Costs[2]			$4,351,512
Design, Inspection & Other Soft Costs (6% of Hard Construction Costs)			$261,091
Construction Mangagement (4% of Hard Construction Costs)[3]			$174,060
Contingency (10% of Hard Construction Costs)			$435,151
Total Park Improvement Costs	20.46	$255,221	**$5,221,814**

Street Frontage[4]	LF	Unit Price	Scheduled Amount[5]
Hard Construction Costs	1,680	$250	$420,000
Soft Costs (10% of Hard Construction Costs)			$42,000
Total Street Frontage			**$462,000**

Total Budgeted Cost of Developer Improvements	**$5,683,814**

Notes:

1. The "Budget Amount" is the amount budgeted for the respective line item. However, with the exception of Construction Management, which must remain as a set 4% of the Hard Construction Cost figure, all other figures may be reallocated, as needed.

2. Hard Construction Costs include all costs related to development of the park site outside of the road right-of-way and specifically includes any water and sewer services necessary for the development of the park site.

3. Construction Management equal to 4% of the Hard Construction Cost is to be to the entity that has responsibility for managing the construction of and entering into the contract(s) to construct the parks.

4. Street Frontage includes the cost of the half-section of roadway improvements fronting the park site, along with curb, gutter and attached sidewalk. It does not include the cost of any utility services or meter fees that are specific to the development of the park site.

5. The "Scheduled Amount" is the amount to be reimbursed to the entity that has dedicated the park and taken responsibility for ensuring the construction of the street frontage improvements for the park. This amount is not a budget amount, but rather is a set amount.

REVISED EXHIBIT 2

Cordova Recreation and Park District
Sunridge Specific Plan
Park B - Lot D (4.89 Acres)

Park Improvements	Acres	Unit Price	Budget Amount[1]
Hard Construction Costs[2]			$1,056,644
Design, Inspection & Other Soft Costs (6% of Hard Construction Costs)			$63,398
Construction Mangagement (4% of Hard Construction Costs)[3]			$42,266
Contingency (10% of Hard Construction Costs)			$105,664
Total Park Improvements	4.89	$259,299	**$1,267,972**

Street Frontage[4]	LF	Unit Price	Scheduled Amount[5]
Hard Construction Costs	1,082	$250	$270,500
Soft Costs (10% of Hard Construction Costs)			$27,050
Total Street Frontage			**$297,550**

Total Budgeted Cost of Developer Improvements	**$1,565,522**

Notes:

1. The "Budget Amount" is the amount budgeted for the respective line item. However, with the exception of Construction Management, which must remain as a set 4% of the Hard Construction Cost figure, all other figures may be reallocated, as needed.

2. Hard Construction Costs include all costs related to development of the park site outside of the road right-of-way and specifically includes any water and sewer services necessary for the development of the park site.

3. Construction Management equal to 4% of the Hard Construction Cost is to be to the entity that has responsibility for managing the construction of and entering into the contract(s) to construct the parks.

4. Street Frontage includes the cost of the half-section of roadway improvements fronting the park site, along with curb, gutter and attached sidewalk. It does not include the cost of any utility services or meter fees that are specific to the development of the park site.

5. The "Scheduled Amount" is the amount to be reimbursed to the entity that has dedicated the park and taken responsibility for ensuring the construction of the street frontage improvements for the park. This amount is not a budget amount, but rather is a set amount.

REVISED EXHIBIT 2

Cordova Recreation and Park District
Sunridge Specific Plan
Park C - Club Park (3.50 Acres)

Park Improvements	Acres	Unit Price	Budget Amount[1]
Hard Construction Costs[2]			$1,281,570
Design, Inspection & Other Soft Costs (6% of Hard Construction Costs)			$76,894
Construction Mangagement (4% of Hard Construction Costs)[3]			$51,263
Contingency (10% of Hard Construction Costs)			$128,157
Total Park Improvements	3.50	$439,395	**$1,537,884**

Street Frontage[4]	LF	Unit Price	Scheduled Amount[5]
Hard Construction Costs	890	$250	$222,500
Soft Costs (10% of Hard Construction Costs)			$22,250
Total Street Frontage			**$244,750**

Total Budgeted Cost of Developer Improvements	**$1,782,634**

Notes:

1. The "Budget Amount" is the amount budgeted for the respective line item. However, with the exception of Construction Management, which must remain as a set 4% of the Hard Construction Cost figure, all other figures may be reallocated, as needed.

2. Hard Construction Costs include all costs related to development of the park site outside of the road right-of-way and specifically includes any water and sewer services necessary for the development of the park site.

3. Construction Management equal to 4% of the Hard Construction Cost is to be to the entity that has responsibility for managing the construction of and entering into the contract(s) to construct the parks.

4. Street Frontage includes the cost of the half-section of roadway improvements fronting the park site, along with curb, gutter and attached sidewalk. It does not include the cost of any utility services or meter fees that are specific to the development of the park site.

5. The "Scheduled Amount" is the amount to be reimbursed to the entity that has dedicated the park and taken responsibility for ensuring the construction of the street frontage improvements for the park. This amount is not a budget amount, but rather is a set amount.

REVISED EXHIBIT 2

Cordova Recreation and Park District
Sunridge Specific Plan
Park E - Lot A (5.90 Acres)

Park Improvements	Acres	Unit Price	Budget Amount[1]
Hard Construction Costs[2]			$1,276,596
Design, Inspection & Other Soft Costs (6% of Hard Construction Costs)			$76,596
Construction Mangagement (4% of Hard Construction Costs)[3]			$51,064
Contingency (10% of Hard Construction Costs)			$127,660
Total Park Improvements	5.90	$259,647	**$1,531,916**

Street Frontage[4]	LF	Unit Price	Scheduled Amount[5]
Hard Construction Costs	1,335	$250	$333,750
Soft Costs (10% of Hard Construction Costs)			$33,375
Total Street Frontage			**$367,125**

Total Budgeted Cost of Developer Improvements **$1,899,041**

Notes:

1. The "Budget Amount" is the amount budgeted for the respective line item. However, with the exception of Construction Management, which must remain as a set 4% of the Hard Construction Cost figure, all other figures may be reallocated, as needed.

2. Hard Construction Costs include all costs related to development of the park site outside of the road right-of-way and specifically includes any water and sewer services necessary for the development of the park site.

3. Construction Management equal to 4% of the Hard Construction Cost is to be to the entity that has responsibility for managing the construction of and entering into the contract(s) to construct the parks.

4. Street Frontage includes the cost of the half-section of roadway improvements fronting the park site, along with curb, gutter and attached sidewalk. It does not include the cost of any utility services or meter fees that are specific to the development of the park site.

5. The "Scheduled Amount" is the amount to be reimbursed to the entity that has dedicated the park and taken responsibility for ensuring the construction of the street frontage improvements for the park. This amount is not a budget amount, but rather is a set amount.

REVISED EXHIBIT 2

Cordova Recreation and Park District
Sunridge Specific Plan - Anatolia I & II
Parks A, B, C & E

Park Improvements	Acres	Unit Price	Budget Amount
Park A	20.46		$5,221,814
Park B	4.89		$1,267,972
Park C	3.50		$1,537,884
Park E	5.90		$1,531,916
Total Park Improvements	34.75		**$9,559,586**

Street Frontage	LF	Unit Price	Scheduled Amount
Hard Construction Costs	4,987	$250	$1,246,750
Soft Costs (10% of Hard Construction Costs)			$124,675
Total Street Frontage			**$1,371,425**

Total Estimated Cost of Developers Improvements **$10,931,011**

Anatolia, Sunridge Park, North Douglas, Cresleigh Sunridge & Mather East

Supplemental Development Fee & Parks Sources & Uses
Prepared April 3, 2006

$5,060 (Total) = $865 (Final Map) + $4,195 (Building Permit)

Park	Uses: Revised Fee Program Budget	Sources: Total Fee Revenue	Current Fee Revenue	7/1000 Increase (Min. 40%)[1]	End Adj. to ANA I & II	Sunridge Park $5,060/Lot	North Douglas $5,060/Lot	Anatolia IV $5,060/Lot	Cresleigh Sunridge $5,060/Lot	Mather East $5,060/Lot
Anatolia I - Park E	$ 1,899,041									
Anatolia II - Park A	$ 5,683,814									
Anatolia II - Park B	$ 1,565,522									
Anatolia II - Club Park C	$ 1,782,634									
Anatolia I & II Parks	$ 10,931,011	$ 10,931,095	$ 5,157,269	$ 209,568	$ 1,568,026	$ 2,539,350	$ 675,332	$ 781,550		
Anatolia III - Park	$ 1,562,686	$ 1,562,686	$ 1,507,409		$ 55,277					
Anatolia IV - Park	$ 811,200	$ 811,200	$ 901,523	$ 360,528	$ (450,851)					
Sunridge Park - West Park	$ 1,981,326	$ 1,981,326	$ 2,040,807	$ 268,176	$ (327,657)					
North Douglas - Park	$ 2,464,800	$ 2,427,180	$ 1,142,132				$ 1,285,048			
Mather East - No Park	$ -	$ -	$ 844,795		$ (844,795)					
Undesignated Park Fund	$ 836,985	$ 836,985				$ 327,750	$ 267,390	$ 70,035	$ 127,305	$ 44,505
Total Parks	$ 18,688,008	$ 18,550,472	$ 11,593,935	$ 838,272	$ -	$ 2,867,100	$ 2,227,770	$ 851,585	$ 127,305	$ 44,505
Roads										
$2.0MM Up Front ($865/Lot)		$ 2,004,205				$ 821,750	$ 576,090	$ 175,595	$ 319,185	$ 111,585
$3.6MM w/Building Permits		$ 3,601,550				$ 1,118,150	$ 566,100	$ -	$ 1,420,650	$ 496,650
Total Roads		$ 5,605,755				$ 1,939,900	$ 1,142,190	$ 175,595	$ 1,739,835	$ 608,235
Total New Parks & Roads		$ 11,724,020				$ 4,807,000	$ 3,369,960	$ 1,027,180	$ 1,867,140	$ 652,740

Supplemental Development Fee Summary

	Sunridge Park 960 Lots	North Douglas 666 Lots	Anatolia IV 203 Lots	Cresleigh Sunridge 369 Lots	Mather East 129 Lots	Total 2317 Lots
FM Road	$865	$865	$865	$865	$865	$2,004,205
BP Road	$1,177	$850	$0	$3,850	$3,850	$3,601,550
BP Park	$3,018	$3,345	$4,195	$345	$345	$6,118,265
Total	$5,060	$5,060	$5,060	$5,060	$5,060	$11,724,020
FM Road	$821,750	$576,090	$175,595	$319,185	$111,585	$2,004,205
BP Road	$1,118,150	$566,100	$0	$1,420,650	$496,650	$3,601,550
BP Park	$2,867,100	$2,227,770	$851,585	$127,305	$44,505	$6,118,265
Total	$4,807,000	$3,369,960	$1,027,180	$1,867,140	$652,740	$11,724,020

Parks Uses Summary	
Anatolia I & II - Parks:	Receives 100% of Anatolia I & II fees; first $2,539,350 of Sunridge Park $5,060/lot fee, second $675,332 of North Douglas $5,060/lot fee, first $781,550 of Anatolia IV $5,060/lot fee; first $844,795 of Mather East park development fees; second $395,574 in Anatolia IV park development fees after initial $811,200 is allocated to Anatolia IV; second $327,657 in Sunridge Park park development fees after initial $1,981,326 is allocated to Sunridge Park
Anatolia III - Park:	Anatolia III park development fees up to $1,507,409 and third $55,277 in Anatolia park development IV fees after initial $811,200 is allocated to Anatolia IV and second $395,574 is allocated to Anatolia I & II
Anatolia IV - Park:	First $811,200 in Anatolia IV park development fees.
Sunridge Park - Park:	First $1,981,326 in Sunridge Park park development fees.
North Douglas - Park:	All $1,142,132 of North Douglas park development fee and first $1,285,048 of North Douglas $5,060/lot fee.
Cresleigh Sunridge:	All Cresleigh Sunridge park development fees.
Mather East:	No Parks
Undesignated	Balance of park funds, after above parks have been fully funded as described above, estimated to be $836,985 based upon 2,317 single family lots.

Roads Uses Summary
1) $865/Lot to be paid to City at time of recordation of respective final maps. Based upon expected 2,317 affected lots, this would total $2,004,205
2) Based upon expected 2,317 lots, remaining $3,601,550 to be collected as above from remaining $4,195/Lot from total $5,060/Lot, following previously identified Park Funding

Notes: 1. CRPD has adopted a new Park Development Fee standard for projects with 7/1000 dedication requirements which is significantly higher than the minimum 40% increase identified here. This will provide additional budget funds for park improvement upgrades beyond that initially contemplated. Once the budgeted $838,272 has been funded by Anatolia I, Anatolia IV and Sunridge Park, any remaining park development fees may be used by CRPD to fund additional park upgrades. It should be noted that the amount of the increase for Anatolia IV may be an additional $99,660 or $491 per lot, such that in conjunction with an additional $37,620 in North Douglas "Undesignated Park Funds", there is $137,280 available to reimburse Anatolia IV Street Frontage Improvements.

EXHIBIT "5"

SOURCES AND USES OF PARK IMPROVEMENT FUNDING

Macintosh HD:My Documents:Board Packet:2006.041206 Draft Copy:Development Agreements:Anatolia I and II.doc
9/19/06 4:15 PM

EXHIBIT B

ANATOLIA PARK PROJECTS REIMBURSEMENT AMOUNTS

Park Project	Park Budget Amount	Excess of Total Cost Over Budgeted Cost (a)	Total Reimbursement
Sandpiper Park (Park B)	$1,565,552	$ 2,701	$1,568,223
Eagles Nest Park (Park C)	1,782,634	110,800	1,893,434
Argonaut Park (Park E)	1,899,041	40,895	1,939,936
Bike/pedestrian Trail	934,523	0	283,297 (b)
Total	$6,181,750	$154,396	**$5,684,890**

(a) Reimbursable to Developer from the off-site portion of the Development Fees.

(b) As of June 30, 2007, the City has received the bike/pedestrian trail component of the Development Fees for the Project in a total amount of $283,297, all of which will be reimbursed within 45 days of execution of this MOU. The balance of the budgeted amount will be reimbursed from Development Fees as they are collected pursuant to Section 2 of the MOU.

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE A TRANSITION AGREEMENT WITH COUNTY OF SACRAMENTO FOR TRANSITION OF MISCELLANEOUS EXTENDED TRANSPORTATION SERVICES FOR DETACHMENT OF CSA NO. 10**

RECOMMENDATION

Adopt Resolution No. 144-2007.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 144-2007 will authorize the City Manager to execute the Transition Agreement with the County of Sacramento which addresses the timing of the transfer of funds collected in CSA No. 10, the continuation of the provision of miscellaneous extended services, and is the final action to complete the detachment from CSA No. 10 from the County of Sacramento (County).

BACKGROUND

County Service Area No. 10 (CSA 10) was formed on May 7, 2003 by action of LAFCo effective June 30, 2003, prior to the incorporation of the City. The purpose of CSA 10 is to provide for the delivery of extended miscellaneous transportation services for the purpose of trip reduction. The County formed CSA 10 Benefit Zone 1 on May 21, 2003, for the area known as the Villages of Zinfandel, and formed Benefit Zone 2 on January 11, 2005, for the area known as the Sunridge Specific Plan.

The County Service Area law provides that incorporated cities may only be included within a CSA with the mutual consent of the respective cities and county. Through the adoption of a Resolution of Application on September 19, 2007, the City initiated the process to detach its territory from CSA 10 including Benefit Zone 1 for the Villages of Zinfandel, Benefit Zone 2 for the Sunridge Specific Plan Area, and a portion of the Mather Specific Plan Area north of the airport. Subsequently, on January 5, 2007, the City submitted its Application for Detachment to the Sacramento Local Agency Formation Commission (LAFCo) following the procedures as set forth in the Cortese-Knox-Hertzberg, Local Government Reorganization Act. On June 6, 2007, LAFCo conditionally approved the detachment of the City territory from CSA 10 contingent upon the City and the County approving a services transition agreement to assure the continuing provision of the miscellaneous extended transportation services prior to final approval by LAFCo.

City and County staffs, and their respective legal counsel, collaborated to develop the attached Agreement (Attachment 1). Approval of the Agreement would set December 31, 2007, as the transition date and allow LAFCo to issue a Certificate of Completion for the CSA 10 detachment. This is the final step for the completion of the detachment.

The 50 Corridor Transportation Management Association (TMA) is the County's contractor providing limited trip reduction services ranging from programs promoting student walking, cycling, and carpooling to elementary school, travel alternatives for residents, audits of the pedestrian oriented features of the neighborhoods within the Benefit Zones, and initial feasibility studies of shuttle transit. The County would terminate the 2007 services contracts with the 50 Corridor TMA effective on the Transition Date. The City will contract with the 50 Corridor TMA to extend programs currently being provided. The City is currently working to develop plans to expand trip reduction services including the implementation of shuttle transit to connect the Benefit Zones to employment centers and the RT Light Rail system.

FISCAL IMPACT

The Agreement sets forth the financial terms of the Detachment for the transfer of the beginning fund balances totaling $593,055 and Fiscal Year 2007/2008 service charge levies for Benefit Zones 1 and 2 totaling $428,802, less estimated County administration and services costs estimated at no more than $100,000 through December 31, 2007. The following paragraph provides greater detail on these numbers.

The July 1, 2007 beginning fund balances for Benefit Zone 1 and Benefit Zone 2 were $145,018 and $448,037, respectively, for a total beginning fund balance of $593,055. The 2007-2008 service charge levies for Benefit Zone 1 and Benefit Zone 2 was $80,975 and $347,827, respectively, for a total estimated levy of $428,802. County staff estimates that service contract costs for the 50 Corridor TMA incurred through the transition date will be about $55,000, together with conservative estimates of County administration costs including staff labor costs, Counsel services, assorted administration charges, Tax Collector, and compass system costs, for a total of $100,000 in expenditures for CSA 10 services and administration through December 31, 2007. These costs will be deducted from the fund balance prior to transferring them to the City by mid-February 2008.

The fund balances, minus the service and administration costs estimated above will be transferred to the City no later than 45 days after the December 31, 2007 transition date. The service charge proceeds collected in the first and second installment tax levies, less incidental administrative costs incurred by the County, will be transferred to the City in approximately February 2008 and June 2008.

ATTACHMENT

Resolution 144-2007 including **(Exhibit A)** Transition Agreement.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 144-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAAGER TO EXECUTE THE ATTACHED AGREEMENT FOR MISCELLANEOUS EXTENDED TRANSPORTATION SERVICES (TRIP REDUCTION) IN THE CITY OF RANCHO CORDOVA (DETACHMENT FROM CSA NO. 10)

WHEREAS, the County established County Service Area No. 10 (CSA 10) Benefit Zone 1 encompassing the Villages of Zinfandel and CSA 10 Benefit Zone 2 encompassing the Sunridge Specific Plan, levied CSA 10 annual service changes on developed property therein, and provided miscellaneous extended transportation services thereto;

WHEREAS, the County established no CSA 10 zone of benefit encompassing any portion of Mather Field, levied no CSA 10 annual service charges therein, and provided no miscellaneous extended transportation services thereto;

WHEREAS, pursuant to Resolution No. 116-2005, the City submitted an application to LAFCo to reorganize CSA 10 by detaching from it all territory in the City which is comprised of Benefit Zone 1, Benefit Zone 2 and the City's portion of Mather Field;

WHEREAS, on June 6, 2007, by Resolution No .1342, LAFCo conditionally approved the detachment of the territory from CSA 10 contingent upon the City and the County approving a services transition agreement;

WHEREAS, the form of the transition agreement attached hereto as **Exhibit A** is the LAFCo required services transition agreement and in intended to memorialize the financial and operational arrangements between the County and the City to assure an efficient transition for providing miscellaneous extended transportation services for trip reduction within the detaching territory following its detachment from CSA 10.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a transition agreement with the County, attached as Exhibit A, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

AGREEMENT FOR TRANSITION OF MISCELLANEOUS EXTENDED TRANSPORTATION SERVICES (TRIP REDUCTION) IN THE CITY OF RANCHO CORDOVA

(DETACHMENT FROM CSA NO.10)

This Agreement is made and entered into this _____ day of _____ 2007, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS:

WHEREAS, pursuant to County Service Area Law and Resolution No. 2003-0250 of the Board of Supervisors of the County making application, the Sacramento Local Agency Formation Commission ("LAFCo") approved the formation of County Service Area No. 10 ("CSA10") to provide miscellaneous extended transportation services for trip reduction in the Villages of Zinfandel, Sunridge Specific Plan, and Mather Field urban development areas;

WHEREAS, pursuant to county service area law (Government Code Section 25210.90), territory within a county service area that is included in a city by reason of incorporation, annexation or otherwise shall be automatically excluded from the county service area upon the effective date of its inclusion in the city;

WHEREAS, pursuant to Section 6.f of Resolution No. 2002-0893 of the Board of Supervisors of the County making determinations for the approval of the incorporation of the City, the County agreed to the City's continued participation within County Service Area No.10 ("CSA10") for one (1) year after the City's incorporation pursuant to an operations and maintenance agreement by and between the County and City;

WHEREAS, on or about May 18, 2004 the City and County entered into an Operations and Maintenance Agreement;

WHEREAS, the County established CSA10 Benefit Zone No. 1 encompassing the Villages of Zinfandel and CSA10 Benefit Zone No. 2 encompassing the Sunridge Specific Plan, levied CSA10 annual service charges on developed property therein, and provided miscellaneous extended transportation services thereto;

WHEREAS, the County established no CSA10 zone of benefit encompassing any portion of Mather Field, levied no CSA10 annual service charges therein, and provided no miscellaneous extended transportation services thereto;

WHEREAS, pursuant to City Council Resolution 116-2005, the City submitted an application to LAFCo to reorganize CSA10 by detaching from it all the territory within the City limits which is contained in CSA10 Benefit Zone Nos. 1 and 2 and the City's portion of

Mather Field ("Detaching Territory") more particularly described in Exhibit A to this Agreement, which is incorporated herein by this reference;

WHEREAS, the City indicated its intention to continue the provision of miscellaneous extended transportation services established by CSA10 within the Detaching Territory after detachment from CSA10;

WHEREAS, on June 6, 2007, LAFCo conditionally approved the detachment of the Detaching Territory from CSA10 by Resolution No. 1342 contingent on County and City approving a services transition agreement;

WHEREAS, until such time as LAFCo issues a certificate of completion for the detachment of the Detaching Territory from CSA 10 and in order to administer the continuing levy of the service charges in the Detaching Territory, the County continues to administer CSA10 within the Detaching Territory and has levied service charges on parcels within CSA 10 Benefit Zone Nos. 1 and 2 for the 2007-2008 fiscal year;

WHEREAS, this Agreement is the LAFCo required services transition agreement and is intended to memorialize the financial and operational arrangements between the County and the City to assure an efficient transition to the City of providing miscellaneous extended transportation services for trip reduction within the Detaching Territory following its detachment from CSA10;

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

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference. However, the recitals create no enforceable obligation(s) and should there be a conflict between a recital and any language in the following paragraphs, the language in the following paragraphs shall control.

2. **Definitions.** For purposes of this Agreement, the following words and terms shall have the following meanings:

"Benefit Zone No. 1" means that part of the territory encompassed by CSA10 that lies within the boundary of the Zinfandel Special Planning Area within the City of Rancho Cordova, which was created by the County on or about May 21, 2003.

"Benefit Zone No. 2" means that part of the territory encompassed by CSA10 that lies within the boundary of the Sunridge Specific Plan within the City of Rancho Cordova, which was created by the County on or about January 11, 2005.

"Mather Field" means that portion of CSA10 territory more particularly described as the Mather Field Special Planning Area in Sacramento County Zoning Code Article 1, Chapter 603-10, which includes City and County areas.

"Detaching Territory" means all CSA 10 territory within the City limits including Benefit Zone No. 1, Benefit Zone No. 2, and the City's portion of Mather Field.

"Transition Date" means December 31, 2007.

3. **Financial Matters**.

A. Beginning Fund Balance. The CSA10 Annual Report for fiscal year 2007-2008 shows a beginning fund balance of $145,018 for Benefit Zone No. 1 and a beginning fund balance of $448,037 for Benefit Zone No. 2. These figures are current to July 1, 2007. The County shall transfer the CSA10 Benefit Zone No. 1 and Benefit Zone No. 2 fund balances as of the Transition Date, minus all costs incurred by the County prior to the Transition Date, to the City within forty-five (45) days following the Transition Date. The costs deducted from the balances will not exceed $100,000. No later than forty-five (45) days after the Transition Date, the County shall provide the City a detailed accounting of expenditures and revenues of CSA 10 Benefit Zone No. 1 and Benefit Zone No. 2 for the 2007-2008 Fiscal Year through the Transition Date.

B. Release of 2007-2008 CSA10 Service Charge Funds. When the County Auditor-Controller transfers or makes available funds from each of the two Service Charge Installments collected for fiscal year 2007-2008 for the use of CSA10, the County shall pay to the City the service charges collected from parcels within the Detaching Territory pursuant to the provisions of Paragraph D. The total Service Charge amount to be paid for fiscal year 2007-2008 is currently estimated to be $80,975 for Benefit Zone No. 1 and $347,827 for Benefit Zone No. 2, with approximately half of each amount to be received with the property tax payments due December 10, 2007 and approximately half of each amount to be received with the property tax payments due April 10, 2008.

C. County Expenditures Post-Transition Date. The County may perform additional work for Benefit Zone No. 1 and Benefit Zone No. 2 after the Transition Date but only pursuant to request by the City or as mutually agreed between the City and the County prior to commencement of any such work. The County's expenditures for such work will be reimbursed pursuant to the provisions of Paragraph D. Notwithstanding the foregoing, the County shall perform the work required to accomplish the transfer of funds pursuant to Paragraphs A, B, and D.

D. Division of Service Charge Installments. The County shall deduct from the first and second installments of 2007-2008 CSA10 Benefit Zone No. 1 and Benefit Zone No. 2 service charges an amount equal to any and all outstanding expenditures (i.e., those not previously paid out of the fund balances or otherwise reimbursed by the City) made by the County on behalf of Benefit Zone No. 1 and Benefit Zone No. 2 and transfer the remaining balances to City. The County shall provide the City a detailed accounting of any deductions. The County shall make each such transfer not later than fifteen (15) days following the close of the County's monthly accounting period in which the funds were received by the Department of County Engineering.

E. Accounting Records. The County shall maintain financial records to document the revenues of CSA10 and the County's expenditures for Benefit Zone No. 1 and Benefit Zone No. 2. Such records shall be adequate to allow for a complete, comprehensive and independent audit and shall be made available for inspection and audit by the City upon reasonable notice.

F. Final Reimbursements. The County shall provide the City with a detailed accounting of expenditures and revenues of Benefit Zone No. 1 and Benefit Zone No. 2 for the 2007-2008 Fiscal Year on or before July 31, 2008. The City shall pay the County for any un-reimbursed County expenditures for Benefit Zone No. 1 and Benefit Zone No. 2 pursuant to Paragraph C within thirty (30) days following the City's receipt of an invoice from the County.

G. Indemnification. The County shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the delivery of trip reduction services within the territory of the City during the period prior to the Transition Date caused in whole or in part by the negligent or intentional acts or omissions of the County's Board of Supervisors, officers, employees, or agents.

The City shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the delivery of trip reduction services within the territory of the City caused in whole or in part by the negligent or intentional acts or omissions of the City Council or the City's officers, employees, or agents.

4. **Effective Date of Agreement**. This Agreement shall be effective as of the date it is fully executed by the parties.

5. **Assignment**. Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement or any duty hereunder.

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

7. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement between the parties hereto concerning the transition of responsibilities for miscellaneous extended transportation services for trip reduction in the Detaching Territory, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related thereto.

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

9. **Waiver**. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

10. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided that such invalidity does not materially affect the respective rights and obligations of the parties.

11. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, if any there be.

12. **Notices**. Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been served on the date deposited, and received three (3) days after being deposited, in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:
Director of County Engineering
County of Sacramento
827 7th Street, Rm. 304
Sacramento, CA 95814

CITY:
City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days' advance notice to the other party.

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

CITY OF RANCHO CORDOVA, a municipal corporation

By: _____ Date: _____
Ted Gaebler, City Manager

(SEAL)

Attest: _____
Anna Olea-Moger, City Clerk

REVIEWED AND APPROVED BY CITY ATTORNEY:

By: _____
Adam Lindgren, City Attorney

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

By: _____ Date: _____
Paul J. Hahn, Administrator
Municipal Services Agency

(SEAL)

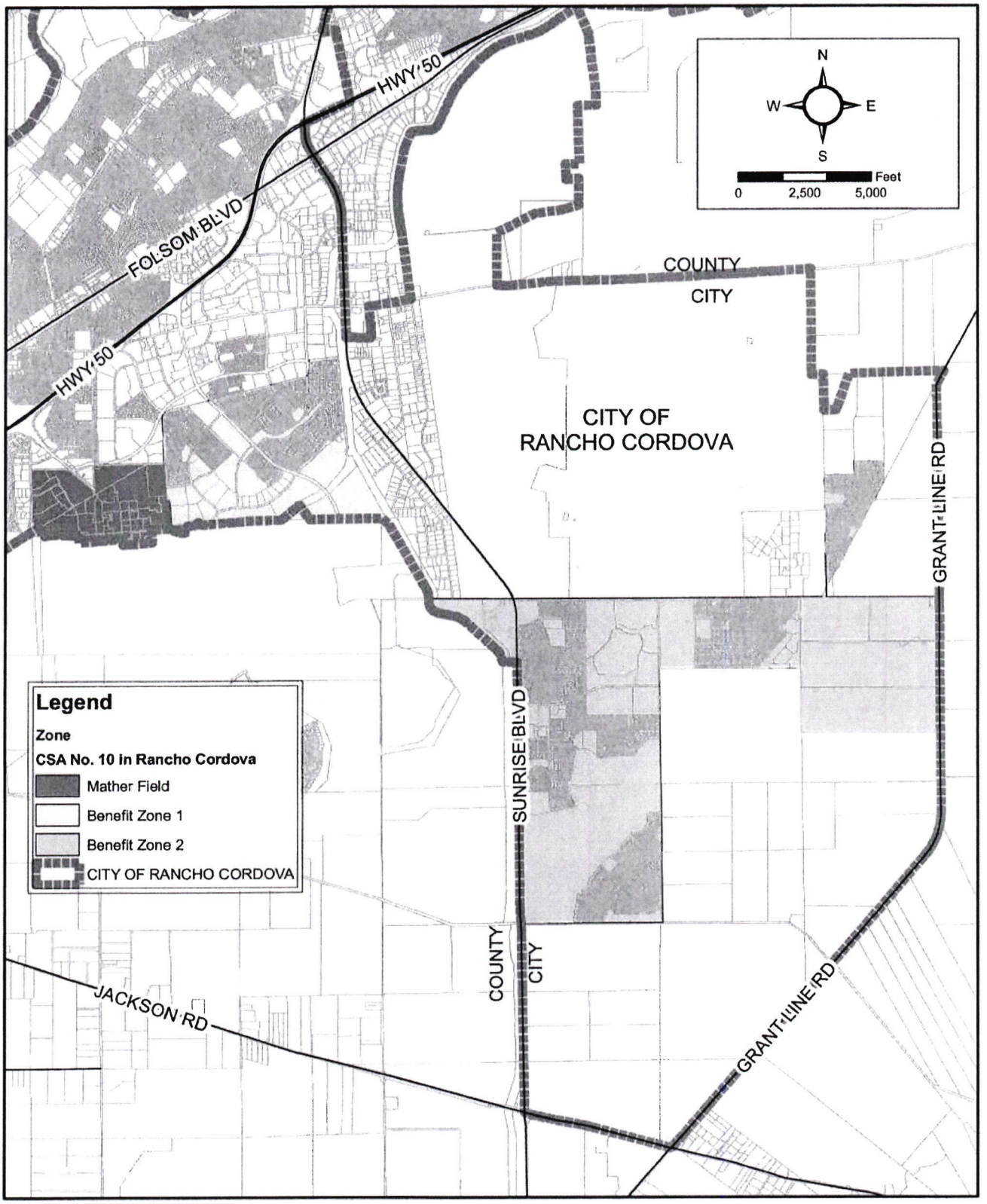
Attest: _____
Clerk of the Board

REVIEWED AND APPROVED BY COUNTY COUNSEL:

By: M. Holly Gilchrist
Supervising Deputy County Counsel

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EXHIBIT A
CSA NO. 10 - DETACHING TERRITORY



MEMORANDUM

DATE: December 17, 2007

TO: Community Redevelopment Agency of the City of Rancho Cordova

FROM: Reed Flory, Housing Services Administrator

SUBJECT: **REPLACEMENT HOUSING PLAN FOR GRANDEE APARTMENTS**

RECOMMENDATION

It is recommended that the Agency Board adopt **Resolution CRA-148-2007** approving the Replacement Housing Plan for the Grandee Apartments.

RESULT OF RECOMMENDED ACTION

The Agency is required to submit a replacement housing plan to the Board for any action that will lead to the destruction or removal of dwelling units from the low and moderate income housing market. Approval of the plan is required before the Agency can finalize the acquisition of the Grandee Apartments.

BACKGROUND

The revitalization of the Folsom Corridor is a priority for the City of Rancho Cordova and the Community Redevelopment Agency of the City of Rancho Cordova ("Agency"). The Agency is in negotiations with the property owners of the Grandee Apartments ("Owners") located at 10545 Folsom Boulevard ("Development"). When, as in this case, dwelling units housing persons of low- or moderate-income are to be destroyed or removed from the low- and moderate-income housing market as part of a redevelopment project, the Agency is required by Health and Safety Code Section 33413 to adopt by resolution a replacement housing plan.

Existing Development

The existing Development consists of a land area of approximately 35,000 square feet with a net rentable building area of approximately 13,216 square feet. There are 22, one- and two-bedroom units in a two-story, wood frame configuration. Average unit size is approximately 600 square feet. Condition is judged to be "average". Rents for the units are judged to be at the lower to very low income range.

Current Negotiations

The Agency has commissioned a Summary Appraisal Report which is serving as the basis for current negotiations with the Owner for the purchase of the Grandee Apartments. It is expected that negotiations will soon result in a purchase of the Development by the Agency.

Replacement Plan

Health and Safety Code Section 33413.5 requires that "Not less than 30 days prior to the execution of an agreement for acquisition of real property, or the execution of an agreement for the disposition and development of property, or the execution of an owner participation agreement, which agreement would lead to the destruction or removal of dwelling units from the low- and moderate-income housing market, the agency shall adopt by resolution a replacement housing plan. For a reasonable time prior to adopting a replacement housing by resolution, the agency shall make available a draft of the proposed replacement housing plan for review and comment by the project area committee, other public agencies, and the general public."

ATTACHMENT

Resolution No. CRA-148-2007 including **(Exhibit A)** Replacement Housing Plan.

CITY OF RANCHO CORDOVA

AGENCY RESOLUTION NO. 148-2007

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING THE REPLACEMENT HOUSING PLAN FOR THE GRANDEE APARTMENT PROJECT

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code, Section 33000 *et seq.*), by Ordinance No. 43-2006 adopted in 2006, the City Council of the City of Rancho Cordova adopted the Redevelopment Plan (the "Redevelopment Plan") for the Rancho Cordova Redevelopment Project (the "Project Area"); and

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova (the "Agency") intends to acquire that certain real property (the "Property") located in the Project Area at 10545 Folsom Boulevard, known as Sacramento County Assessor's Parcel No. 057-0223-019, and improved with twenty-two rental dwelling units (the "Grandee Apartments "); and

WHEREAS, the Agency anticipates that in the near future it will execute a Purchase and Sale Agreement with the owners of the Property; and

WHEREAS, following acquisition of the Property the Agency will demolish the Grandee Apartments; and

WHEREAS, in accordance with Health and Safety Code Section 33413 *et seq.*, the Agency has drafted the replacement housing plan attached hereto as Exhibit A to replace the Grandee Apartments (the "Replacement Housing Plan"); and

WHEREAS, pursuant to the Replacement Housing Plan, the Agency will (i) acquire a suitable parcel or parcels of land for the development of replacement housing units; (ii) transfer the parcel or parcels to a non-profit organization or a private developer for the construction of at least eighteen (18) one bedroom units and at least four (4) two bedroom units; and (iii) make such units available at an affordable housing cost to very low- and low-income households for a period of 55 years.

NOW, THEREFORE, BE IT RESOLVED that the Community Redevelopment Agency of the City of Rancho Cordova hereby adopts the Replacement Housing Plan prepared in compliance with Health and Safety Code Sections 33413, *et seq.* for the Grandee Apartments.

PASSED AND ADOPTED this 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Chair

ATTEST:

_____
Anna Olea-Moger, Agency Secretary

EXHIBIT A

REPLACEMENT HOUSING PLAN
Grandee Apartments

Introduction

The Community Redevelopment Agency of the City of Rancho Cordova ("Agency") is negotiating a purchase and sale agreement ("Agreement") with the owners ("Owners") of that certain real property (the "Property") located at 10545 Folsom Boulevard, known as Sacramento County Assessor's Parcel No. 057-0223-019,, and improved with a 22-unit rental apartment complex.("Grandee Apartments"). Following the Agency's acquisition of the Property pursuant to the Agreement, the Agency intends to demolish the Grandee Apartments and work with the community to develop a project that will enhance the community.

Replacement Housing Plan

Pursuant to Health and Safety Code Section 33413, when residential units which are occupied by, or are or reasonably expected to be occupied by, persons of very low, low or moderate-income are removed from the housing market or are destroyed as part of a redevelopment project subject to a written agreement with the Agency or financed by the Agency, the Agency is required to rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, an equal number of replacement housing units within a period of four years.

Health and Safety Code Section 33413(a) requires that one hundred percent of the replacement housing units be available for sale or rent at a cost affordable to households of the same or lower income category as those households displaced from the destroyed or removed units. Health and Safety Code Section 33413(a) also requires that the replacement housing units have an equal or greater number of bedrooms as the units which will be demolished. Health and Safety Code Section 33413(c) requires that the replacement housing units "remain available at affordable housing cost to, and occupied by, persons and families of low-income, moderate-income, and very low income households, respectively, for the longest feasible time, but for not less than 55 years for rental units and 45 years for home ownership units."

This replacement housing plan ("Plan") addresses the replacement housing requirements for the demolition of the Grandee Apartments.

Description of Existing Housing to be Demolished

The Grandee Apartments are located in the Rancho Cordova Redevelopment Project Area. The Agency estimates that approximately half of the units in the Grandee Apartments are currently occupied. According to information provided by the Owners, the most recent tenants of the complex are very low- and low- income households as defined by the State Housing and Community Development Department.

Legal Requirements for the Replacement Housing Plan

In accordance with Health and Safety Code Section 33413.5, the Agency must adopt the Plan not less than 30 days prior to execution of the Agreement, and the Plan must include the following:

(1) The general location of housing to be rehabilitated, developed, or constructed pursuant to Section 33413 of the Health and Safety Code;

(2) An adequate means of financing such rehabilitation, development, or construction;

(3) A finding that the replacement housing does not require the approval of voters pursuant to Article XXXIV of the California Constitution, or that such approval has been obtained;

(4) The number of dwelling units housing persons and families of low to moderate-income planned for construction or rehabilitation; and

(5) The timetable for meeting the Plan's relocation, rehabilitation, and replacement housing objectives.

General Location and Number of Units of the Replacement Housing

Agency will acquire a parcel or parcels of land in the Rancho Cordova Redevelopment Project Area or other suitable locations appropriate for the development of replacement rental housing units. The Agency shall transfer the parcel to a non-profit organization or a private redeveloper for the construction of at least twenty-two (22) rental housing units, consisting of at least eighteen (18) eighteen one bedroom units and at least four (4) two bedroom units. The replacement housing units will be located in the Rancho Cordova Redevelopment Project Area or another appropriate location or locations, and will serve as replacement housing for the Grandee Apartments on a one to one basis.

Affordability and Financing of the Replacement Housing

Health and Safety Code Sections 50052.5 and 50053 define affordable housing cost for owner occupied and rental units. Affordable housing cost for rental housing is defined as follows: for very low income households, the product of 30% times 50% of area median income adjusted for family size appropriate for the unit; for low income households, the product of 30% times 70% of area median income adjusted for family size appropriate for the unit; and for moderate income households, between 28% of the gross income of the household and 35% times 110% of area median income adjusted for family size appropriate for the unit. The Agency will impose affordability covenants on the replacement housing units so that they remain available at an affordable housing cost to very low- and low- income households for a period of fifty-five years as required by Health and Safety Code Section 33413.

The Agency has tax increment funds, Agency program income funds, possibly HOME funds, possible in-lieu fee funds, as well as competitive and non-competitive grant and loan funds for which the Agency may support or make application. The appropriate funding sources for the purchase of the land and the financing of replacement housing units shall be selected from these funds by the Agency.

Article XXXIV Finding

Article XXXIV of the California Constitution requires voter approval before low rent housing may be developed, constructed, or acquired by a public agency. Under Section 37001 of the California Health and Safety Code, the replacement units for the Grandee Apartments do not constitute a low rent housing project because the units are being developed to replace dwelling units previously or currently occupied by lower income households. Therefore, the proposed replacement housing units do not require voter approval pursuant to Article XXXIV of the California Constitution.

Timetable for Relocation and Replacement Housing Objectives

The Agency intends to construct the replacement housing units prior to December 1, 2011. The Grandee Apartments will be demolished sometime in 2008. In no case would the replacement rental housing units be made available later than four years after the Grandee Apartments are demolished.

Public Comment

In accordance with the requirements of Health and Safety Code Section 33413.5, the draft version of the Plan was made available to public agencies

and the general public for review and comment. The Agency received no comments on the Plan.

MEMORANDUM

DATE: December 17th, 2007

TO: Community Redevelopment Agency of the City of Rancho Cordova

FROM: Micah Runner, Economic Development Manager

SUBJECT: **COMMUNITY REDEVELOPMENT AGENCY RESOLUTION AUTHORIZING AGREEMENT WITH KEVIN M. POWELL AND MARYAM NOVBAKHTIAN, GRANDEE APARTMENTS**

RECOMMENDATION

It is recommended that the Agency Board adopt **Resolution No. CRA-149-2007** authorizing the Executive Director to execute an Agreement with Kevin M. Powell and Maryam Novbakhtian, for the purchase of the Grandee Apartments located at 10545 Folsom Boulevard (APN: 057-0223-019) in the amount of $1,340,000.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the Agency Executive Director to execute an Agreement for the Grandee Apartments.

BACKGROUND

The residential property located at 10545 Folsom Boulevard, known as the Grandee Apartments, has been the source of various social nuisance issues caused by the substandard condition and dilapidated state of the property. The subject property consists of 22 existing multi-family units with two buildings containing a total of 13,216 square feet of living area.

This blighted property has received over 300 separate code violations and 30-40 site visits in the past year from the City of Rancho Cordova code enforcement team. Rancho Cordova Police have made 252 separate visits to the property from calls for service requiring police response (11.36 calls per apartment) from June 1, 2006 – August 26, 2007.

Due to these issues it is recommended that the subject property be demolished as part of this property acquisition. The proposed demolition will require the formation of a Replacement Housing Plan and Relocation Plan with the relocation of eligible residents.

Unfortunately, there is no specific future project at this time, but the intent it to work with the community to find an appropriate project for the site. With the expansion of Station

61, which is adjacent to the Grandee Apartments, there is an opportunity to find a better use for this site and potentially create a community amenity.

FINANCIAL CONSIDERATIONS

Agency staff has reached a negotiated purchase price in the amount of $1,340,000 for the property. The estimated cost for the relocation plan and the relocation of all eligible residents is $160,000. Funding for this acquisition and relocation will be made from an advance of the City's general fund, with the authority and terms covered by a previous agreement between the City and Redevelopment Agency (Contract No.110-2005). Repayment of the general fund will be made when the appropriate redevelopment sources have been identified.

ATTACHMENT

Resolution No. CRA-149-2007 including **(Exhibit A)** Agreement.

CITY OF RANCHO CORDOVA

AGENCY RESOLUTION NO. 149-2007

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH KEVIN POWELL AND MARYAM NOVBAKHTIAN FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 10545 FOLSOM BOULEVARD

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova ("Agency") is a redevelopment agency existing pursuant to the Community Redevelopment Law, California Health and Safety Code Section 33000, *et seq.*, and pursuant to the authority granted thereunder, Agency has the responsibility to carry out the Redevelopment Plan for the Rancho Cordova Redevelopment Project Area (the "Project Area"); and

WHEREAS, Kevin M. Powell and Maryam Novbakhtian, husband and wife, are the owners (the "Owners") of certain real property located at 10545 Folsom Boulevard in the City of Rancho Cordova, California, and known as Sacramento County Assessor's Parcel No. 057-0223-019 (the "Property"); and

WHEREAS, the Owners desire to sell, and the Agency desires to purchase, the Property; and

WHEREAS, Agency staff and the Owners have negotiated a purchase and sale agreement ("Purchase and Sale Agreement") substantially in the form on file with the Agency Secretary; and

WHEREAS, the Purchase and Sale Agreement conditions, among other things, Agency's purchase of the Property on Agency's review and approval of the environmental condition of the Property; and

WHEREAS, the Property is located in the Project Area, and the purchase of the Property is consistent with and furthers the goals and objectives of the Redevelopment Plan; and

WHEREAS, funding for acquisition of the Property and relocation of the occupants therefrom will be made from an advance of the City's general fund pursuant to a previous agreement between the City and the Agency (Contract No.110-2005). Repayment of the general fund will be made when the appropriate redevelopment sources have been identified.

NOW, THEREFORE, BE IT RESOLVED, by the Community Redevelopment Agency of the City of Rancho Cordova that it hereby:

1. Approves the purchase of the Property from Kevin M. Powell and Maryam Novbakhtian pursuant to the terms of the Purchase and Sale Agreement.

2. Authorizes the Executive Director to execute the Purchase and Sale Agreement substantially in the form on file and to take all actions necessary or appropriate to carry out and implement the Purchase and Sale Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Purchase and Sale Agreement.

PASSED AND ADOPTED by the Community Redevelopment Agency of the City of Rancho Cordova on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Chair

ATTEST:

_____
Anna Olea-Moger, Agency Secretary

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into effective as of _____, 2007 (the "**Effective Date**") by and between Kevin M. Powell and Maryam Novbakhtian, husband and wife (collectively "**Seller**") and the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic ("**Buyer**"). Seller and Buyer are hereinafter referred to as the "**Parties.**"

WHEREAS, Seller is the owner of that certain real property located at 10545 Folsom Boulevard in the City of Rancho Cordova ("**City**"), California, known as Sacramento County Assessor's Parcel No. 057-0223-019, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**");

WHEREAS, in accordance with the terms and conditions contained herein, Buyer desires to purchase, and Seller desires to sell, the Land together with all improvements located thereon and all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land (all of the foregoing collectively hereinafter, the "**Property**");

WHEREAS, Buyer is a redevelopment agency existing pursuant to the Community Redevelopment Law, California Health and Safety Code Section 33000, et seq., and pursuant to the authority granted thereunder, Buyer has the responsibility to carry out the Redevelopment Plan ("**Redevelopment Plan**") for the Rancho Cordova Redevelopment Project Area ("**Project Area** "); and

WHEREAS, the Property is located in the Project Area, and the purchase of the Property as provided for in this Agreement is consistent with and furthers the goals and objectives of the Redevelopment Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Agreement to Sell and Purchase. Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions of this Agreement.

2. Purchase Price. The purchase price for the Property shall be One Million Three Hundred Forty Thousand Dollars ($1,340,000.00) ("**Purchase Price**").

3. Conveyance of Title. At the close of escrow, Seller shall convey by grant deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:

(a) the provisions and effect of the Redevelopment Plan;

(b) taxes for the fiscal year in which the escrow for this transaction closes, which shall be

prorated as of the close of escrow and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and

(c) such other conditions, liens, encumbrances, restrictions and exceptions as may be approved in writing by Buyer ("**Permitted Exceptions**").

4. Escrow; Escrow Instructions. Within five (5) business days following the Effective Date, the Parties shall open an escrow to consummate the purchase and sale of the Property pursuant to this Agreement at the office of Financial Title Company located at 920 Hillview Court, Suite 280, Milpitas, CA 95035 ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which shall serve as the joint escrow instructions of Buyer and Seller for this transaction, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent.

5. Deposits. Upon the opening of escrow and in no event later than seven (7) business days after the Effective Date, Buyer shall deposit a sum of One Hundred Thousand Dollars ($100,000) ("**Earnest Money Deposit**") into escrow in an interest bearing account for the benefit of Buyer. The Earnest Money Deposit, and all interest earned thereon, shall be applied to the Purchase Price at the close of escrow. All amounts deposited by the Parties with the Escrow Agent, including the Earnest Money Deposit, shall be held in escrow in an interest-bearing account.

6. Title Documents. Within seven (7) days following the opening of escrow, Seller shall deliver or cause to be delivered to Buyer a preliminary title report ("**Preliminary Report**") on the Property issued by the Title Company, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by Buyer. Buyer shall approve or disapprove each Title Exception within fourteen (14) days following Buyer's receipt of the Preliminary Report. Buyer's failure to approve any Title Exception within such period shall be deemed to be a disapproval of each such Title Exception.

If Buyer objects or is deemed to have disapproved any Title Exception, Seller shall use its best efforts at Seller's sole expense to remove from title or otherwise satisfy each such exception no later than fourteen (14) days prior to the close of escrow and in a form that is reasonably satisfactory to Buyer. If Seller fails to remove or satisfy any Title Exception to the satisfaction of Buyer, Buyer shall have the option, in its sole discretion, to terminate this Agreement or to accept title subject to such exception. In the event Buyer elects to terminate this Agreement, the Earnest Money Deposit, including interest thereon, and all other funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

It shall be a condition to the close of escrow that Title Company shall deliver to Buyer, within five (5) days after Buyer has approved the Preliminary Report pursuant to this Section,

and in no event later than seven (7) days prior to the close of escrow, a title commitment for an ALTA Owner's Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the benefit and protection of Buyer, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the close of escrow.

7. Closing Documents and Funds.

(a) **Seller.**

(A) Within twenty (20) days following the Effective Date, Seller shall deposit into escrow all of the following:

(i) a Grant Deed, substantially in the form attached hereto as Exhibit B ("**Grant Deed**"), duly executed and acknowledged, conveying to Buyer good and marketable fee simple title to the Property, subject only to exceptions approved pursuant to this Agreement;

(ii) Seller's affidavit of non-foreign status and Seller's certification that Seller is a resident of California, each executed by Seller under penalty of perjury as required by state and federal law;

(iii) Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby; and

(iv) an Assignment of Leases executed by Seller in accordance with Section 14.

(b) **Buyer.**

(A) Within twenty (20) days following the Effective Date, Buyer shall deposit into escrow all of the following:

(i) a duly executed and acknowledged Certificate of Acceptance substantially in the form attached hereto as Exhibit C; and

(ii) such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(B) No less than one (1) business day prior to the close of escrow, Buyer shall deposit into escrow immediately available funds in the amount, which together with the Earnest Money Deposit plus interest thereon, if any, is equal to:

(i) the Purchase Price as adjusted by any prorations between the Parties; and

(ii) all title insurance and title report costs, escrow fees, recording fees and all government conveyance fees and transfer taxes.

8. Close of Escrow. Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, escrow shall close no later than the date which is [forty-five (45) days] following the date upon which escrow is opened. The Escrow Agent shall close escrow by: (i) causing the Grant Deed to be recorded in the official records of Sacramento County, California; (ii) issuing the Title Policy and delivering same to Buyer; (iii) delivering to Seller the monies constituting the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller; and (iv) delivering to Buyer the original Grant Deed, together with a conformed copy thereof indicating recording information thereon. Possession of the Property shall be delivered to Buyer at the close of escrow.

9. Closing Costs. Buyer shall pay all title insurance and title report costs, escrow fees (including the costs of preparing documents and instruments), recording fees and all governmental conveyance fees and all transfer taxes.

10. Prorations. At the close of escrow, the Escrow Agent shall make the following prorations: (i) property taxes shall be prorated as of the close of escrow based upon the most recent tax bill available, including any property taxes which may be assessed after the close of escrow but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered; and (ii) any bond or assessment that constitutes a lien on the Property at the close of escrow shall be assumed by Buyer.

11. Buyer's Conditions to Closing. The close of escrow and Buyer's obligation to purchase the Property are conditioned upon: (i) the performance by Seller of each obligation to be performed by Seller under this Agreement within the applicable time period, or the waiver by Buyer of such obligation; (ii) Seller's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the close of escrow; (iii) the commitment by Title Company to issue and deliver the Title Policy, subject only to the Permitted Exceptions; and (iv) Buyer's approval of the condition of the Property pursuant to Section 12.

Should any condition to closing fail to occur, excepting any such conditions that have been waived by Buyer, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the Escrow Agent by or on behalf of Buyer, including the Earnest Money Deposit and interest thereon. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

12. Buyer's Additional Conditions to Closing. Buyer's obligation to purchase the Property is also conditioned upon Buyer's review and approval of the condition of the Property pursuant to this Section.

(a) **Feasibility Studies.** During the period commencing on the Effective Date and ending on the [thirty-fifth (35th)] day after the Effective Date ("**Due Diligence Period**") Buyer may, at Buyer's expense, undertake an inspection and review of the Property, including without limitation (i) a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Materials (as defined in Exhibit D attached hereto), and archeological information relating to the Property; (ii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property, and (iii) an evaluation of the Property to determine its feasibility for Buyer's intended use. Buyer may consult with or retain civil engineers, contractors, soils and geologic engineers, architects and other specialists in its investigation, and may consult with or retain other consultants to determine if the Property is suitable for Buyer's intended use.

If Buyer's environmental consultants require additional time to determine the existence and extent of any Hazardous Substances on the Property, Buyer shall have the right, exercisable by delivering written notice to Seller prior to the expiration of the Due Diligence Period, to extend the Due Diligence Period for up to fifteen (15) additional days to complete the testing.

(b) **Other matters.** During the Due Diligence Period, Buyer may inspect, examine, survey and review any other matters concerning the Property, including without limitation, any and all studies or reports provided by Seller, all contracts, leases, rental agreements and other obligations relating to the Property, and the Property's conformity with all applicable laws and regulations. During the Due Diligence Period, Buyer shall have the right to perform due diligence regarding the investigation, assessment, and monitoring of the environmental condition of the Property, and upon completion of the Due Diligence Period, unless Buyer elects to terminate this Agreement pursuant to the terms hereof, Buyer will purchase the Property in its "AS IS" condition as such condition exists at the end of the Due Diligence Period.

(c) **Disapproval of Property Condition.** Should Buyer fail to approve the condition of the Property or its feasibility for Buyer's intended use in writing within five (5) days following the end of the Due Diligence Period, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the Escrow Agent by or on behalf of Buyer, including the Earnest Money Deposit and interest thereon. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

13. Studies, Reports and Investigations. Seller agrees to make available to Buyer within five (5) business days following the Effective Date, any and all information, studies, reports, investigations, contracts, leases, rental agreements and other obligations concerning or

relating to the Property which are in Seller's possession or which are reasonably available to Seller, including without limitation surveys, studies, reports and investigations concerning the Property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Materials in, on or under the Property and the compliance by the Property with Environmental Laws (as defined in Exhibit D).

14. Tenants

14.1 Rent Roll; Tenant Leases. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer a current rent roll, certified by Seller, listing for each tenant of any part of the Property, all of the following: tenant name, premises occupied, monthly rent, amount of deposit, amount of prepaid rent, and term of lease. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer certified copies of all tenant leases, including any amendments and modifications. On or before the close of escrow, Seller shall assign all of Seller's rights and remedies under the tenant leases, including the right to any security deposits and prepaid rent, to Buyer pursuant to an assignment of leases and security deposits in form and substance satisfactory to Buyer (the "**Assignment of Leases**").

14.2 Estoppel Certificates. No later than ten (10) business days after the Effective Date, Seller shall deliver to Buyer estoppel certificates substantially in the form attached hereto as Exhibit E executed by each tenant of the Property. Seller shall deliver updated estoppel certificates executed by each tenant of the Property not less than five (5) days prior to close of escrow.

14.3 Agreement not to Rent. Seller hereby covenants and agrees not to rent any units on the Property which are now vacant, or which may be vacated by present occupants prior to close of escrow. Seller agrees to notify Buyer's consultant, Overland, Pacific and Cutler, Inc., immediately upon Seller's knowledge of a tenant vacation or tenant's notice of vacation.

15. Right of Entry. During the Due Diligence Period, Buyer and Buyer's agents shall have the right, upon reasonable notice to Seller, to enter upon the Property for the purpose of inspecting, examining, surveying and reviewing the Property in accordance with Section 12. Buyer's inspection, examination, survey and review of the Property shall be at Buyer's sole expense. Buyer shall obtain Seller's advance consent in writing to any proposed physical testing of the Property by Buyer or Buyer's agents, which consent shall not be unreasonably conditioned, withheld or delayed. Buyer shall repair, restore and return the Property to its original condition after such physical testing, at Buyer's sole expense. Buyer shall schedule any such physical tests during normal business hours unless otherwise approved by Seller. Buyer agrees to indemnify Seller and hold Seller harmless from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) resulting from Buyer's or Buyer's agents entry upon the Property, except to the extent that such liability, loss, cost, damage and expense arises as a result of the negligence or other wrongful conduct of Seller or its agents.

16. Seller's Conditions to Closing. The close of escrow and Seller's obligation to sell the Property pursuant to this Agreement are conditioned upon: (i) the performance by Buyer of each

obligation to be performed by Buyer under this Agreement within the applicable time period, or waiver by Seller of such obligation; and (ii) Buyer's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the close of escrow.

17. Seller's Representations and Warranties. Seller hereby represents and warrants that except as disclosed in writing to Buyer, as of the Effective Date and as of the close of escrow: (i) the Property is free and has always been free of Hazardous Materials and is not and has never been in violation of any Environmental Law; (ii) there are no buried or partially buried storage tanks located on the Property; (iii) Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have ever been in violation of any Environmental Law or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Environmental Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other governmental agency concerning the Property; (v) no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or any other means; (vi) the Property has never been used as a dump or landfill; (vii) Seller has disclosed to Buyer all information, records, and studies in Seller's possession or reasonably available to Seller relating to the Property concerning Hazardous Materials; (viii) Seller has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that have not previously been corrected, and no condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ix) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (x) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Seller in the Property; (xi) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (xii) Seller has not received any notice from any insurer of defects of the Property which have not been corrected; (xiii) there are no natural or artificial conditions upon the Property or any part thereof that could result in a material and adverse change in the condition of the Property; (xiv) all information that Seller has delivered to Buyer, either directly or through Seller's agents, is accurate and complete; and (xv) Seller has disclosed all material facts concerning the Property.

Seller further represents and warrants that this Agreement and all other documents delivered or to be delivered in connection herewith prior to or at the close of escrow: (a) have been duly authorized, executed, and delivered by Seller; (b) are binding obligations of Seller; (c) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property; and (d) do not violate the provisions of any agreement to which Seller is a party or which affects the Property. Seller further represents and warrants that the persons who have executed this Agreement on behalf of Seller are authorized to do, that Seller has the legal right to enter into this Agreement and to perform all of its terms and conditions, and that this Agreement is enforceable against Seller in accordance with its terms.

Seller shall notify Buyer of any facts that would cause any of the representations contained in this Agreement to be untrue as of the close of escrow. If Buyer reasonably believes that a fact materially and adversely affects the Property, Buyer shall have the option to terminate this Agreement by delivering written notice thereof to Seller. In the event Buyer elects to terminate this Agreement, the Earnest Money Deposit, including interest thereon, and all other funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

Seller shall indemnify, defend and hold harmless Buyer from all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys' fees and all other costs and expenses incurred by reason of, or in any manner resulting from the breach of any representation or warranty contained in this Section.

18. Seller's Covenants. Seller covenants that from the Effective Date and through the close of escrow, Seller: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property, other than Permitted Exceptions; (ii) shall not enter into any agreement regarding the use, sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the close of escrow without the prior written consent of Buyer; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Seller's established practices.

19. Buyer's Representations, Warranties and Covenants. Buyer represents, warrants and covenants that this Agreement and all other documents delivered in connection herewith, prior to or at the close of escrow: (i) have been duly authorized, executed, and delivered by Buyer; (ii) are binding obligations of Buyer; and (iii) do not violate the provisions of any agreement to which Buyer is a party. Buyer further represents and warrants that the persons who have executed this Agreement on behalf of Buyer are duly authorized to do, that Buyer has the legal right to enter into this Agreement and to perform all of its terms and conditions, and that this Agreement is enforceable against Buyer in accordance with its terms.

20. Environmental Indemnity. Seller agrees to unconditionally and fully indemnify, reimburse, defend, protect and hold harmless Buyer and the City from and against any and all claims, demands, damages, losses, liabilities, fines, orders, judgments, actions, injunctive or other relief (whether or not based on personal injury, property damage, contamination of, or adverse effects upon, the environment or natural resources), costs, economic or other loss, expenses (including without limitation attorneys' fees and any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement and/or remediation of Hazardous Materials in, on or under the Property), and/or administrative, enforcement or judicial proceedings, whether known or unknown, and which are directly or indirectly, in whole or in part, caused by, arise out of, or relate to the presence, release or discharge or alleged presence, release or discharge of any Hazardous Materials (as defined in

Exhibit D) in, on or under the Property or a violation or alleged violation of an Environmental Law (as defined in Exhibit D).

21. Damage and Destruction. In the event of any damage or other loss to the Property, or any portion thereof, caused by fire or other casualty prior to the close of escrow in an amount not exceeding $50,000, Buyer shall not be entitled to terminate this Agreement, but shall be obligated to close the escrow and purchase the Property as provided in this Agreement, without abatement in the Purchase Price, provided that Seller shall: (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the close of escrow the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Property or any portion thereof prior to the close of escrow in an amount in excess of $50,000, Buyer may elect either to terminate this Agreement upon written notice to Seller, or to consummate the purchase of the Property, in which case Seller shall (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the close of escrow the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event Buyer elects to terminate this Agreement, the Earnest Money Deposit, including interest thereon, and all other funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

22. Full and Complete Settlement. Seller hereby acknowledges that the Purchase Price constitutes the full and complete settlement of any and all claims for compensation or damages against Buyer, by reason of Buyer's acquisition of the Property and any dislocation of Seller from same, including, but not limited to, any and all rights to participation in the redevelopment of property in the Project Area, the value of the Property, any and all claims in inverse condemnation or condemnation, any and all loss of business goodwill and any and all relocation benefits that Seller may be entitled to, the nature of which is fully known by Seller, and any and all other claim that Seller may have, whether or not specifically mentioned herein, relating directly or indirectly to the acquisition by Buyer of the Property.

Seller hereby voluntarily and knowingly waives, releases and discharges forever any and all rights, demands, liabilities, obligations, claims or causes of action in law or equity of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to Buyer's acquisition of the Property or any condemnation or inverse condemnation action affecting the Property and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

Seller is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE

TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 22, Seller hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

_____ _____

Seller's Initials

Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained may give rise to additional damage, loss, costs or expenses in the future. Seller also acknowledges that changes in law may occur in the future which may apply retroactively and may allow Seller to be entitled to further claims for damage, loss, costs or expenses which are presently unknown and unsuspected. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release survives the close of escrow.

23. Eminent Domain Dismissal. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any condemnation action, if any, affecting the Property.

24. Assignment. Buyer shall have the right to assign all rights and obligations under this Agreement to any party, and no approval by Seller of any such assignment shall be necessary.

25. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-

class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Buyer: Community Redevelopment Agency of the
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director

with a copy to: Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607
Attention: Steven Meyers

Seller: Kevin Powell and Maryam Novbakhtian
c/o Sara Tehrani
Republic Lending Group
6070 Hellyer Avenue
San Jose, CA 95138

26. Litigation Costs. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged breach or default in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which such Party may be entitled.

27. Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

28. Successors. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the Parties.

29. Provisions Not Merged With Deeds. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and neither the Grant Deed nor any other document shall affect or impair the

provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing, Seller's representations, warranties and covenants contained herein shall survive the close of escrow.

30. Construction. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

31. Action or Approval. Where action and/or approval by Buyer is required under this Agreement, Buyer's Executive Director may act on and/or approve such matter unless the Executive Director determines in his or her discretion that such action or approval requires referral to Buyer's Board for consideration. The time periods afforded Buyer for any event, inspection, feasibility, due diligence, escrow closing or otherwise shall not be extended by any such referral to Buyer's Board.

32. Entire Agreement. This Agreement, including Exhibits A to E attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter thereto.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

34. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

35. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

36. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

37. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of Buyer shall be personally liable to Seller or its successors in interest in the event of any default or breach by Buyer or for any amount which may become due to Seller or its successors in interest pursuant to this Agreement.

38. Time of the Essence. Time is of the essence for each condition, term, obligation and provision of this Agreement.

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

40. Time for Performance. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

By:_____
Executive Director

ATTEST:

By:_____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

SELLER:

_____
Kevin M. Powell

_____
Maryam Novbakhtian

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

A portion of Lots 40 and 41, as shown on the Map entitled, "Cordova Court Unit No. 2", filed for record in Book 53 of Maps, Page 8, and a portion of Map entitled, "Newell Kane, Sr. 157.02A.," said subdivision is shown and designated on the Map entitled, "Rancho Rio De Los Americanos," filed for record in Book 1 of Maps, Page 2, described as follows:

BEGINNING at the most Southerly corner of Lot E, as said lot is shown and so designated on the Map entitled, "Rancho Cordova, Unit No. 6", in Book 37 of Maps, Page 23, said corner being a point on the Northwesterly line of Folsom Boulevard, a public road 80.00 feet in width, as shown on said Map; thence from said point of beginning, along the Northwesterly line of said Folsom Boulevard, South 58° 00' West 150.84 feet; thence North 32° 00' West 174.85 feet; thence North 58° 00' East 150.84 feet to a point on the Westerly boundary line of Rancho Cordova Unit No. 6, thence along said Westerly boundary line South 31° 48' East, 174.35 feet to the point of beginning.

PARCEL TWO:

All that portion of Lot 605, as shown on the Map entitled, "Rancho Cordova, Unit No. 6", filed for record in Book 37 of Maps, Page 23, more particularly described as follows:

BEGINNING at the most Southerly corner of said Lot 6054, thence from said point of beginning North 31° 48' 00" West 139.59 feet; thence North 34° 40' 50" East 60.05 feet; thence South 54° 33' 02" East 86.81 feet; thence South 14° 54' 40" West 121.76 feet to the point of beginning.

APN: 057-0223-019
ARB: None

EXHIBIT B

Recording Requested by
and when Recorded, return to:

COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Executive Director

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

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

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, Kevin M. Powell and Maryam Novbakhtian, husband and wife (collectively "Grantor") hereby grants to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic ("Grantee") the real property located at 10545 Folsom Boulevard in the City of Rancho Cordova, California, known as Sacramento County Assessor's Parcel No. 057-0223-019, and more particularly described in Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2007.

GRANTOR

By: _____

Kevin M. Powell

By: _____

Maryam Novbakhtian

ACKNOWLEDGMENT

State of California)
) ss.
County of Sacramento)

On_____20____ before me, _____, a Notary Public, personally appeared _____, 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.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

State of California)
) ss.
County of Sacramento)

On_____20____ before me, _____, a Notary Public, personally appeared _____, 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.

_____
NOTARY PUBLIC

EXHIBIT A to Grant Deed

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

A portion of Lots 40 and 41, as shown on the Map entitled, "Cordova Court Unit No. 2", filed for record in Book 53 of Maps, Page 8, and a portion of Map entitled, "Newell Kane, Sr. 157.02A.," said subdivision is shown and designated on the Map entitled, "Rancho Rio De Los Americanos," filed for record in Book 1 of Maps, Page 2, described as follows:

BEGINNING at the most Southerly corner of Lot E, as said lot is shown and so designated on the Map entitled, "Rancho Cordova, Unit No. 6", in Book 37 of Maps, Page 23, said corner being a point on the Northwesterly line of Folsom Boulevard, a public road 80.00 feet in width, as shown on said Map; thence from said point of beginning, along the Northwesterly line of said Folsom Boulevard, South 58° 00' West 150.84 feet; thence North 32° 00' West 174.85 feet; thence North 58° 00' East 150.84 feet to a point on the Westerly boundary line of Rancho Cordova Unit No. 6, thence along said Westerly boundary line South 31° 48' East, 174.35 feet to the point of beginning.

PARCEL TWO:

All that portion of Lot 605, as shown on the Map entitled, "Rancho Cordova, Unit No. 6", filed for record in Book 37 of Maps, Page 23, more particularly described as follows:

BEGINNING at the most Southerly corner of said Lot 6054, thence from said point of beginning North 31° 48' 00" West 139.59 feet; thence North 34° 40' 50" East 60.05 feet; thence South 54° 33' 02" East 86.81 feet; thence South 14° 54' 40" West 121.76 feet to the point of beginning.

APN: 057-0223-019
ARB: None

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2007, executed by Kevin M. Powell and Maryam Novbakhtian, husband and wife (collectively "**Grantor**") to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic, ("**Agency**"), is hereby accepted on behalf of the Agency by its Executive Director pursuant to authority conferred by Resolution No. ____, adopted by the Agency on _____, 2007, and that the Grantee consents to recordation of the Grant Deed by its duly authorized officer.

Dated _____, 2007

By: _____
Executive Director

ATTEST:

By:_____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

EXHIBIT D

HAZARDOUS MATERIALS; ENVIRONMENTAL LAW

Hazardous Materials. The term **"Hazardous Materials"** means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

Environmental Laws. The term "**Environmental Laws**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the

California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

EXHIBIT E

FORM OF TENANT ESTOPPEL CERTIFICATE

DATE: _____, 20___, at _____, California

FACTS:
This certificate pertains to conditions under the following agreement:

[ ] Lease

[ ] Month-to-month rental

[ ] Other: _____

Dated _____, 20____, at _____, California
Entered into by:
Landlord: _____
Tenant: _____
Premises address _____
_____

STATEMENT:

Tenant certifies as follows:

1. The lease or rental agreement is
   [ ] Unmodified and in effect.
   [ ] Modified and in effect under agreement dated _____, 20____
   [ ] Number and length of remaining options to renew or extend, if any: _____
2. Tenant is in possession of the premises.
3. If the agreement is a lease, the current term is for _____ years, ending _____, 20____
4. The amount of monthly rent is $_____.
   4.1 No incentives, bonuses, free rent, discounts, or refunds on the rental amount were given to Tenant, except: _____
   4.2 Rent is paid through the period ending _____, 20_____
   4.3 Tenant has not prepaid future rent, except the amount of $_____ for the period of _____
   4.4 No tenant liens, claims, offsets, or charges exist against the landlord, except: _____
   _____
5. A security deposit of $_____ is held by the landlord to cover any expenses or losses caused by the Tenant's breach of the agreement. Other deposit(s) $_____.
6. Any improvements required to have been made by the Landlord or Tenant have been satisfactorily completed.
7. No breach of the agreement by Landlord or Tenant presently exists.
8. Tenant holds no contract or option to buy any interest in the real estate.
9. Tenant understands this certificate will be relied on by a buyer of the property or a lender secured by the real estate.

TENANT:
I certify the above is true and correct.
Date: _____, 20___
Name: _____
Phone No: (____) _____
Signature: _____

MEMORANDUM

DATE: December 17, 2007

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Steve Harriman, Integrated Waste Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

RECOMMENDATION

Adopt Resolution No. 150-2007, authorizing the City Manager or his designee to execute an Agreement for the Household Hazardous Waste Collection Program with the County of Sacramento.

RESULT OF RECOMMENDED ACTION

Execution of the Agreement with Sacramento County will allow City residents and small businesses to continue to deliver hazardous wastes to the County's Permanent Household Hazardous Waste Collection Facility located at the North Area Recovery Station at 4450 Roseville Road, North Highlands. This action will contribute to the safe and efficient collection, transportation, recycling and disposal of hazardous wastes generated in the City.

BACKGROUND

Currently there are two (2) permanent facilities located in Sacramento County; one at the County's North Area Recovery Station and one at the Sacramento Recycling and Transfer Station in the City of Sacramento. These two facilities provide drop-off locations for residential and small business generators to deliver hazardous materials including, but not limited to, paint, oil, batteries, acids, aerosol cans, gasoline, paint thinners, poisons, household cleaners, pool chemicals, solvents, and antifreeze.

Both the City and County of Sacramento have implemented policies to allow residents to drop-off hazardous materials at no charge to the resident. The primary objective of this policy is to create an incentive for residents to use the facilities and avoid illegal disposal and releases of hazardous wastes into the environment. Small business generators are also encouraged to use the facility; however the County charges them directly for the disposal of delivered materials.

The two existing facilities in the region are funded by the City and County of Sacramento through a combination of commercial franchise fees collected by the Sacramento Regional Solid Waste Authority ("SWA") and residential customer rates. Prior to incorporation,

Rancho Cordova residents and businesses contributed to the funding mechanisms and were therefore allowed to use the facilities.

After incorporation, the City elected not to become a SWA member agency, and also executed a residential Collection Services Agreement with Allied Waste. City residents and small businesses therefore no longer contributed to the funding mechanisms for the operation of the two facilities. Accordingly, in December 2004 the City executed Agreements with both the City and County of Sacramento to allow Rancho Cordova residents to continue to use the two household hazardous waste ("HHW") facilities.

The City amended the original agreement with the City of Sacramento on June 4, 2007 to extend the term through June 30, 2010. The original agreement between the Rancho Cordova and the County of Sacramento expires on December 31, 2007; Staff wishes to enter into a new Agreement at this time. The new Agreement will modify the term as well as change invoicing procedures, as explained below.

The County is also in the process of developing an "ABOP" facility at the Kiefer Landfill, which will accept anti-freeze, batteries, oil and paint. This facility will provide a very close and convenient alternative for Rancho Cordova residents to dispose of ABOP materials, and Public Works Staff will publicize the facility to Rancho Cordova residents and businesses when it opens.

Finally, both the City and County of Sacramento have executed similar inter-agency agreements with the Cities of Folsom, Elk Grove and Citrus Heights to allow their residents to use the facilities at no charge to the generator.

INVOICING SYSTEM

The invoicing system in the current HHW Agreement with Sacramento County requires the City to pay a flat fee of $70 per residential vehicle from Rancho Cordova that enters the facility. The proposed new Agreement provides a mechanism for the County to charge the City an "administrative fee" in the amount of $25 per vehicle from the City of Rancho Cordova, and a variable fee based upon the actual materials delivered to the facility. The $25 administrative fee will fund County staff costs for facility operation, invoicing, record keeping, regulatory compliance and reporting, contract administration, and other administrative responsibilities.

The variable fees for actual materials delivered reflect the County's actual disposal costs and are therefore a direct pass-through to the City. Exhibit B to the proposed Agreement, attached hereto as **Exhibit A**, shows the unit cost to the City for materials delivered by Rancho Cordova residents to the facility. Staff believe the proposed new invoicing system is more equitable, and is a significant improvement to the current invoicing mechanism.

The proposed Agreement allows the County to adjust the administrative fee annually by an amount equal to the lesser of 3% or 100% of the annual increase in the "Northern California All Urban Consumers" Consumer Price Index. In addition, the County may adjust the variable fee based upon changes to actual costs for disposal, transportation, and/or recycling of accepted HHW materials.

Finally, the County is in the process of developing an on-site, GIS based computer system that will allow facility staff to positively identify the jurisdiction of origin for every customer entering the facility. This will greatly enhance the accuracy of invoicing, record keeping, and compliance reporting.

SUMMARY OF PROPOSED AGREEMENT

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

Schedule for Residential Generators: The facility is open to residential generators from 8:30 a.m. to 4:00 p.m. on Tuesdays, Thursdays, Saturdays and Sundays. No appointment is necessary.

Schedule for Conditionally Exempt Small Quantity Generators "CESQG" (small business): The facility is open to CESQ generators on the last Friday of every month from 8:30 a.m. to 12:30 p.m. (by appointment only).

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

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

Acceptable Materials: Acids, brake/transmission fluid, antifreeze, household cleaners, pool chemicals, poisons, gasoline, pesticides and herbicides, paint (oil or latex), paint thinners, solvents, household and car batteries, small aerosol cans, needles and syringes (in sealed hard plastic or metal containers), mercury thermometer and switches, used motor oil and filters, fluorescent tubes, propane tanks, cooking oil, and other types of HHW.

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

Term: The term of the proposed Agreement is from February 1, 2008 through June 30, 2013.

Primary Contact: The primary City contact for the Agreement will be Steve Harriman, Integrated Waste Manager.

FISCAL IMPACT

The proposed HHW Agreement with the County of Sacramento will require funding in the estimated amount of $25,000 per year. In addition, the current HHW Agreement with the City of Sacramento requires funding in the estimated amount of $18,000 per year. The cost of the HHW Agreements with the City and County of Sacramento will be funded with residential and commercial solid waste franchise fees and is included in the current budget.

MOTION

"I move that the City Council adopt Resolution 150-2007, authorizing the City Manager to execute an Agreement for the Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova."

ATTACHMENTS

Resolution No. 150-2007 including **(Exhibit A)** Agreement for Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 150-2007

A RESOLUTION OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA

WHEREAS, the proper handling, transportation, recycling and disposal of hazardous wastes is vital to the protection of the humans and the environment; and

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

WHEREAS, in January of 2002 the County of Sacramento opened the PHHWCF at the County's North Area Recovery Station; and

WHEREAS, numerous Rancho Cordova residents have delivered household hazardous waste ("HHW") materials to the facility since it opened in January of 2002; and

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

WHEREAS, the City of Rancho Cordova will compensate the County of Sacramento in the amount of $25 per residential generator that uses the County's PHHWCF, plus a variable fee based upon the actual materials delivered; and

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

NOW THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

A) The City Manager or his designee is authorized to execute the Agreement for Household Hazardous Waste Collection Program between the County of Sacramento and the City of Rancho Cordova, attached hereto as **Exhibit A**.

PASSED AND ADOPTED by the City Council on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

EXHIBIT A
Contract No. 70384
City Contract No. 191-2007

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

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

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2007, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the CITY OF RANCHO CORDOVA, a municipal corporation, (hereinafter referred to as "CITY").

RECITALS

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

WHEREAS, COUNTY, prior to, or during the term of this agreement, will construct, own, and operate a permitted Antifreeze, Batteries, Oil, and Paint Collection Facility (hereinafter referred to as "ABOPF"), capable of providing convenient access to CITY residents, located at the COUNTY'S Kiefer Landfill, 12701 Kiefer Boulevard, Sloughhouse, California (hereinafter referred to as "Kiefer") pursuant to California Health and Safety Code Division 20, Chapter 6.5, §25218 and California Code of Regulations, Title 22, Division 4.5, Chapter 20, §66270.60(d)(6); and

WHEREAS, COUNTY and CITY desire to cooperate in using a regional PHHWCF and ABOPF and share certain costs in connection therewith; and

WHEREAS, CITY does not operate a PHHWCF or ABOPF for the proper disposal, recycling and exchange of household hazardous waste (hereinafter referred to as "HHW") and Antifreeze, Batteries, Oil, and Paint (hereinafter referred to as "ABOP" Materials); and

WHEREAS, it is more cost effective for CITY to pay its share of costs incurred at the COUNTY'S facility in contrast to developing its own PHHWCF and/or ABOPF; and

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

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

1. DEFINITIONS

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

B. "Director" shall mean the Director of the Department of Waste Management and Recycling for COUNTY or his/her designee.

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

D. "Household Hazardous Waste" (hereinafter referred to as "HHW") means any hazardous waste generated incidental to owning or maintaining a place of residence, but does not include any waste generated in the course of operating a business concern at a residence. (California Health and Safety Code Division 20, Chapter 6.5, §25218.1 (e)).

2. SCOPE OF SERVICES AND COMPENSATION

A. COUNTY shall provide services in the amount, type and manner, and for the compensation described in Exhibit A, "Scope of Services and Compensation" and Exhibit B, "Unit Pricing Table," which are attached hereto and incorporated herein.

B. The Director of the Department of Waste Management and Recycling shall have the authority to make changes in the scope of services, and compensation therefor, within the general scope of this Agreement. All changes to this Agreement will be mutually agreed upon and signed by the Director for COUNTY and the authorized representative for CITY.

3. TERM

A. This Agreement shall be in effect on February 1, 2008 and is estimated to end on June 30, 2013.

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

4. NOTICE

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

TO COUNTY	TO CITY
County of Sacramento Department of Waste Management and Recycling Attn: Paul Philleo, Acting Director 9850 Goethe Road Sacramento, CA 95827-3561	City of Rancho Cordova Public Works Department Attn: Steve Harriman 2729 Prospect Park Drive Rancho Cordova, CA 95670

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

5. COMPLIANCE WITH LAWS

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

6. GOVERNING LAWS AND JURISDICTION

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

7. STATUS OF PARTIES

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

8. INDEMNIFICATION

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

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

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

officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, City Council, and CITY'S subcontractors.

9. INSURANCE

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

10. ASSIGNMENT

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

11. AMENDMENT AND WAIVER

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

12. SUCCESSORS

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

13. TIME

Time is of the essence of this Agreement.

14. INTERPRETATION

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

15. DISPUTES

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

16. TERMINATION

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

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

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

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

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

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

G. If this Agreement is terminated under paragraph A, B, E or F above, COUNTY shall only be paid for any services completed and provided prior to notice of termination.

17. PRIOR AGREEMENTS

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

18. DUPLICATE COUNTERPARTS

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

19. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that

the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

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

By: _____
Paul Philleo, Acting Director Department of Waste Management and Recycling

"COUNTY"

Date: _____

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

Agenda Date: _____

Item Number: _____

Contract and Consultant Tax Status Reviewed and Approved by County Counsel

By: _____
Diane E. McElhern
Deputy County Counsel

Prepared by: _____
Terrie Squaglia
Administrative Services Officer 2
Contract Services Section
Accounting & Fiscal Services
Municipal Services Agency
Phone: (916) 876-6287

CITY OF RANCHO CORDOVA, a municipal corporation

By: _____
Ted A. Gaebler, City Manager

"CITY"

Date: _____

ATTEST:

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT A to Agreement Between the COUNTY OF SACRAMENTO and the CITY OF RANCHO CORDOVA

SCOPE OF SERVICES AND COMPENSATION

1. **CITY RESPONSIBILITIES**

A. CITY may direct residential and CESQ generators in the CITY to self-haul HHW to COUNTY'S PHHWCF, located at COUNTY'S NARS facility (4450 Roseville Road, North Highlands, CA 95660). CITY may also direct residential generators in the CITY to self-haul ABOP materials to COUNTY'S ABOPF, located at COUNTY'S Kiefer facility (12701 Kiefer Boulevard, Sloughhouse, CA 95742). Any public education or promotional efforts developed by CITY shall indicate the specific days and hours of operation of the PHHWCF and ABOPF.

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

C. In the event COUNTY constructs, owns, and operates a PHHWCF at Kiefer during the term of this agreement, then all acceptable materials and limits thereto as reflected in Paragraph 1 (B) above for the NARS PHHWCF shall apply to that Kiefer PHHWCF. Further, CITY acknowledges that COUNTY will only accept antifreeze, auto and household batteries, motor and cooking oil, motor oil filters, and latex or enamel paint at the Kiefer ABOPF. Quantity limits as described above for these certain materials applies to those materials acceptable at the ABOPF.

2. **COUNTY RESPONSIBILITIES**

COUNTY shall accept self-hauled HHW from residential (at no charge to the resident) and CESQ generators from the CITY at COUNTY'S NARS PHHWCF, and shall accept self-hauled HHW and ABOP materials, as applicable pursuant to Section 1.C above, from residential (also at no charge to resident) and CESQ generators from the CITY at COUNTY'S Kiefer ABOPF, during the hours of operation of the NARS PHHWCF and Kiefer ABOPF. The initial days and hours of operation of the NARS PHHWCF and Kiefer ABOPF are as follows (hours subject to change at the will of COUNTY with written notice to City):

A. Residential Customers: HHW will be accepted from residential generators at the NARS PHHWCF on Tuesday, Thursday, Friday, and Saturday, from 8:30 AM to 4:00 PM (no appointment necessary).
ABOP materials will be accepted from residential generators at the Kiefer ABOPF: Tuesday, Thursday, Friday, and Saturday, from 8:30 AM to 4:00 PM (no appointment necessary).

B. CESQ Generators: CESQ Hazardous waste will be accepted on the last Friday of each month from 8:30 a.m. to 12:30 p.m. CESQ generators must call (916) 481-4316 to receive an appointment to self-haul material at the PHHWCF. No material will be accepted from a CESQ generator who does not have an appointment.

COUNTY shall charge any CESQ generator from the CITY who self-hauls hazardous wastes to the NARS or Kiefer PHHWCF, by appointment, the same amount for the same materials and quantities as COUNTY charges their CESQ generators. CITY CESQ generators shall pay COUNTY prior to gaining access to any COUNTY PHHWCF.

3. COMPENSATION

A. Residential Generators: CITY shall compensate COUNTY for the participation of residential generators of HHW and ABOP materials from CITY at COUNTY'S NARS PHHWCF or Kiefer ABOPF.

1. Address Verification: The COUNTY shall maintain a record of the zip code and address of each HHW or ABOP load relative to the jurisdiction of waste origin. The County shall verify all addresses though GIS applications to determine whether a certain address for a load is physically located within CITY before assessing the appropriate HHW Admin Fee and per item fees for each material type in that load.

2. HHW Admin Fee: The initial administrative fee shall be $25.00 per HHW or ABOP load (hereinafter referred to as "HHW Admin Fee") The HHW Admin Fee will be subject to a 3% maximum annual CPI adjustment which will be calculated in July of each year. COUNTY shall notify CITY in writing of any change in fees and provide City with a revised Exhibit B.
CPI Adjustment.

(a) CPI; Base Year CPI. When used herein, "CPI" shall be 100% of the "Northern California All Urban Consumers" Consumer Price Index – All Urban Consumers, San Francisco – Oakland – San Jose, CA, All items (1982-84=100). "Base Year" shall refer to (CPI) value for April 2007.

(b) Maximum Annual CPI Adjustment. The maximum annual CPI adjustment (increase or decrease) from the previous year's HHW Admin Fee shall be three percent (3%).

(c) First CPI Adjustment. Effective July 1, 2008, the HHW Admin Fee shall be adjusted by an amount equal to the lesser of three percent (3%) or 100% of the increase (or decrease if applicable) in the CPI value from the Base Year to April 2008.

(d) Subsequent Annual CPI Adjustments. Effective July 1, 2009 and each July 1 thereafter, the previous year's HHW Admin Fee shall be adjusted by an amount equal to the lesser of three percent (3%) of the previous year's HHW Admin Fee or

100% of the increase (or decrease if applicable) in the CPI value from the Base Year to April of the current year period.

(e) Example of CPI Adjustments. The following table is provided for informational and example purposes only regarding the manner of computing CPI adjustments.

Example of CPI Adjustments						
A	B	C	D	E	F	G
	CPI Value	Current Year CPI Value Divided by Base Year CPI Value	Percent Change	Base Year HHW Fee Plus Percent Change	Prior Year HHW Fee Plus 3 Percent	Use Lesser of Column E or F as Tipping Fee
Base Year (October 2002 for Example Only)	187.5	1.000	-0-	$25.00	$25.00	$25.00
Current Year (April 2004 for Example Only)	194.4	1.0368	3.68%	$25.92	$25.75	$25.75
Current Year (April 2005 for Example Only)	202.0	1.0773	7.73%	$26.93	$26.52	$26.52
Current Year (April 2006 for Example Only)	204.5	1.0907	9.07%	$27.27	$27.31	$27.27

3. Per Item Fees: The per item fees shown in Exhibit B are subject to change pursuant to changes in actual costs to County due to changes in regulations, permit requirements, or direct costs from County contractors. COUNTY shall notify CITY in writing no less than thirty (30) days in advance of any change in fees and provide CITY with a revised Exhibit B.

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

5. Modification of Compensation Terms: The Director of the Department of Waste Management and Recycling and the authorized representative from CITY shall have the authority to modify the terms of compensation in the Agreement on behalf of COUNTY'S Board of Supervisors and CITY'S Council.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO and the
CITY OF RANCHO CORDOVA**

Unit Pricing Table

Description	Unit Price	Description	Unit Price
Motor Oil (gal)	$0.00/gal	Acids (gal)	$7.00/gal
Antifreeze (gal)	$0.55/gal	Aerosols (ea)	$0.75/ea
Latex Paint (gal)	$2.75/gal	Flammable Liquids (pourable) (gal)	$2.75/gal
Flammable Paint (Enamel) (gal)	$2.75/gal	Flammable Liquids (non-pourable) (lb)	$1.00/lb
Auto Batteries (ea)	$0.00/ea	Flammable Solids (lb)	$1.50/lb
Household Batteries (lb)	$0.25/lb	Oxidizers (lb)	$1.25/lb
Compact Fluorescents & U-Tubes (ea)	$1.00/ea	Oxidizers (gal)	$10.00/gal
4' Fluorescent Tubes (ea)	$0.60/ea	Caustics (lb)	$1.00/lb
Mercury (lb)	$2.25/lb	Caustics (gal)	$7.00/gal
Poison-Liquids (gal)	$10.00/gal	Non-RCRA Waste-Liquids (gal)	$2.75/gal
Poison-Solids (lb)	$1.25/lb	Non-RCRA Waste-Solids (lb)	$1.00/lb
Unknown (ea)	$7.50/ea		

Note: Pricing shown above subject to change based on actual costs incurred by County. Any pricing changes will be provided to CITY in writing at least 30 days prior to becoming effective.

Note: Current HHW Admin Fee $25.00 as of February 1, 2008
(Adjusted annually pursuant to CPI provisions of agreement)

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: **SUPPLEMENTAL REPORT – ORDINANCE AMENDING THE TITLE 9, CHAPTER 9.96, OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO EMERGENCY ALARMS**

RECOMMENDATION

Staff recommends the City Council review the supplemental information, insert the requested language into the Ordinance, and proceed with the recommended approval.

ANALYSIS

Subsequent to the preparation of the agenda package, staff determined that two additional changes should be made to proposed Ordinance 42-2007. Staff wishes to make the following changes to the proposed Ordinance:

1. Section 9.96.095, subsection (a), should be amended as follows:

> a. Full name, date of birth, ~~social security numb~~er, driver's license number, address, and telephone number of the person who will be the permit holder and of the person responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this Chapter."

2. Section 9.96.136, subsection (k), should be amended as follows:

k. An Alarm Company shall submit in a ~~biennial~~ (every two years) biannual report to the Police Department a current list of all Alarm Systems within City that are monitored by such installation or monitoring company. The information in the report shall include, but not be limited to, the location of each Alarm System monitored by the Alarm Company (e.g. street address); the name, address and telephone number of the system subscriber; the number, type and location of Alarm Systems at that location; the name, address and telephone number of an emergency contact person for such location; the locations (e.g. street address) that are no longer monitored by the Alarm Company; and such other information as the Police Department reasonably deems necessary to carry out the purpose and intent of this Chapter.

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Thomas L. Trimberger, Chief Building Official
Joe Chapman, Deputy City Attorney

SUBJECT: **ADOPTION OF LOCAL BUILDING CODES**

RECOMMENDATION

1. Waive second reading and adopt Ordinances 29-2007 through 35-2007.

RESULT OF RECOMMENDED ACTION

The recommended actions will result in the City's building codes being updated to current industry best practices and to coincide with those mandated by the state of California.

BACKGROUND

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

This latest adoption by the California Building Standards Commission marks a landmark achievement by the state. After years of acrimony over model code publishers and control over the publications, this code brings California's Codes in line with the model codes used by rest of the country. We again will have current, state of the art codes. The Building and Fire Codes are promulgated and published by the International Code Conference (ICC), The Plumbing and Mechanical codes are promulgated and published by the International Association of Plumbing and Mechanical Officials, (IAPMO) and the Electrical code is promulgated and published by the National Fire Protection Association (NFPA).

This local adoption of codes serves two purposes. First, it clarifies code requirements locally where state application is absent or unclear. Secondly, it allows the City to make local amendments to state approved codes

Finally, although it is not a part of the CBSC, staff also recommends that the Council amend Chapter 16.36, "Swimming Pools," which adopts the 2006 edition of the Uniform Pool, Spa and Hot Tub Code.

FINDINGS AND FILING REQUIREMENTS

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

AMENDMENT DRAFTING PROCESS

The attached draft ordinances contain local code amendments. These amendments were developed by comparison with local jurisdictions, and feedback from Building and Safety staff, local contractors, builders, designers and enforcement personnel. These amendments follow closely those in local jurisdictions of Sacramento County, the Cities of Davis, Elk Grove and West Sacramento.

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

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

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

PUBLIC HEARING

State law authorizes local jurisdictions to adopt codes by reference (Cal. Gov't Code sections 50022.2 et seq.). Government Code section 50022.3 requires that a public hearing on the proposed code adoptions be set *after* the first reading of the ordinances. If the first reading of the ordinances occurs tonight, a public hearing on this item will be scheduled for the December 17, City Council meeting.

FINANCIAL ANALYSIS

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

REQUESTED MOTION

"I move that the City Council, waive the second reading and adopt Ordinance Nos. 29-2007, 30-2007, 31-2007, 32-2007, 33-2007, and 34-2007 amending Rancho Cordova Municipal Code Chapters 16.02, 16.04, 16.24, 16.28, 16.32, and 16.36, respectively, relating to the adoption by reference and modification of building standards codes, and introduce Ordinance 35-2007 amending Rancho Cordova Municipal Code Chapter 17.04, "Fire Code."

ATTACHMENTS

1. Ordinance 29-2007 Amending Chapter 16.02, "Uniform Administrative Code"
2. Ordinance 30-2007 Amending Chapter 16.04, "Building Code"
3. Ordinance 31-2007 Amending Chapter 16.24, "Plumbing Code"
4. Ordinance 32-2007 Amending Chapter 16.28, "Electrical Code"
5. Ordinance 33-2007 Amending Chapter 16.32, "Mechanical Code"
6. Ordinance 34-2007 Amending Chapter 16.36, "Swimming Pools"
7. Ordinance 35-2007 Amending Chapter 17.04, "Fire Code"

CITY OF RANCHO CORDOVA

ORDINANCE NO. 29-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.02, "UNIFORM ADMINISTRATIVE CODE," WHICH ADOPTS BY REFERENCE PORTIONS OF APPENDIX CHAPTER 1 OF THE 2007 CALIFORNIA BUILDING CODE

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

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

"Administrative Code

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

16.02.010 Title.

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

16.02.020 Purpose.

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

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

16.02.030 Adoption of the Administrative Code.

Sections 103 through 110.4of Appendix Chapter 1 of the 2007 Edition of the California Building Code, Part 2, Title 24, of the California Code of Regulations are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

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

16.02.050 Definitions.

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

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

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

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

1. Chapter 16.04, “Building Code”
2. Chapter 16.24, “Plumbing Code”
3. Chapter 16.28, “Electrical Code”
4. Chapter 16.32, “Mechanical Code”
5. Chapter 16.36, “Swimming Pool Code”
6. Chapter 17.04, “Fire Code”

16.02.060 Amendments to the California Building Code.

Notwithstanding the provisions of Section 16.02.030, Sections 103 through 110.4of Appendix Chapter 1 of the 2007 Edition of the California Building Code, Part 2, Title 24, of the California Code of Regulations are amended as follows:

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

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

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

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

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

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

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

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

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

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

104.2.8.3 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

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

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

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

SECTION 105 - BOARD OF APPEALS

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

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

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

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

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

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

105.3 Terms. Terms for members other than ex-officio or advisory of the board of appeals shall be for two years. Terms shall expire in alternate years. At initial formation, terms may be set for one or three years by the Building Official to create a staggering of terms expirations.

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

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

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

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

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

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

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

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

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.

2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater.

3. Any new dwelling with a private access road.

4. Where the furthest point of the habitable structure is more than 150 feet from the public road.

5. All commercial projects and multi-family dwellings.

H. Appendix 1, Section 105.2. "Building permits" is amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

105.2 (A) Building Permits. A building permit shall not be required for:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.

2. Fences not over 6 feet height.

3. Oil derricks.

4. Retaining walls that:

a. are constructed of reinforced concrete or reinforced masonry and do not retain more than 36" of earth
b. Are constructed of pre-cast block retaining wall systems installed per the manufacturer's installation instructions and do not retain more than 36 inches of earth
c. Are constructed of decay resistant or treated wood and do not retain more than 24 inches of earth
d. Are covered under improvement plans prescribed in Chapter 12.03 of the Rancho Cordova code
e. Do not impound class I II or II liquids
f. Do not support surcharge loads.

5. Water tanks supported directly on grade if the capacity does not exceed 5000 gallons and the ratio of height to diameter or width does not exceed 2:1.

6. Sidewalks and driveways not more than 30 inches above adjacent grade, and not over any basement or store below and are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies.

13. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

105.2 (B) Electrical Permits. An Electrical permit shall not be required for:

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

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

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

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

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

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

7. Temporary wiring for experimental purposes in suitable experimental laboratories.

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

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

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

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

105.2 (C) Mechanical Permits.

See the Rancho Cordova Mechanical Code for exempt work.

105.2 (D) Plumbing Permits.

See the Rancho Cordova Plumbing Code for exempt work.

105.2 (E)

105.2 (E) Sign permits. A sign permit shall not be required for the following:

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

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

3. Temporary signs:

(a) Real estate signs allowed per the Zoning Code of Rancho Cordova.

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

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

(d) Promotional signs.

4. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

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

106.4.4 Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, the permit shall be renewed. The fee for renewal shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after the building or work has been suspended or abandoned or the permit has been expired for a period exceeding one year, the permittee shall pay a new full permit fee. Permits deemed to have been expired shall be subject to all permit related fee increases and new fees in effect at the time of permit renewal as applicable subject to the discretion of the Building Official.

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

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

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

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

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

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

107.3 Plan Review Fees. When submittal documents are required by Section 106.3.2, a plan review fee shall be paid at the time of submitting the submittal documents for

plan review. Said plan review fee shall be prescribed by ordinance or resolution of the City of Rancho Cordova.

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

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 106.3.4.2, an additional plan review fee shall be charged as prescribed by ordinance or resolution of the City of Rancho Cordova.

L. Section 107.4 "Expiration of Plan Review" is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

108.9 Connection to Utilities.

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

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

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

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

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

109.7 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under

Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

V. Section 110 "Certificate of Occupancy" is modified to read as follows:

110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of this code or other ordinances of the City of Rancho Cordova.

Exception: Certificates of Occupancy are not required for R 3 occupancies.

110.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building and safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number
2. The address of the structure
3. The name and address of the owner
4. A description of that portion of the structure for which the certificate is issued
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed property is classified.
6. The name of the building official
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provision of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. If an automatic fire sprinkler system is provided, whether the sprinkler system is required.

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 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 30-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.04, "BUILDING CODE," WHICH ADOPTS BY REFERENCE THE 2007 CALIFORNIA BUILDING CODE, AND BY REFERENCE THE 2006 INTERNATIONAL BUILDING CODE

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

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

"Building Code

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

16.04.010 Title.

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

16.04.020 Purpose.

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

16.04.030 Adoption of Building Codes.

The California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Building Code, 2006 Edition, as published by the International Code Council, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IBC") and Appendix Chapter 1 (Administration) Sections 102-115.5, Appendix C (Agricultural

Buildings), and Appendix I (Patio Covers) (hereinafter referred to as the "Appendix"), are hereby adopted and incorporated by reference herein, excluding sections 103 through 110.2 of Appendix Chapter 1, which are adopted pursuant to Chapter 16.02 of the Rancho Cordova Municipal Code. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the City shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the IBC and the Appendix.

16.04.040 Amendment of Adopted Codes.

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

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

1910.1 Minimum slab thickness. The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size."

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

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

PASSED AND ADOPTED this 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

ATTACHMENT 3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 31-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.24, "PLUMBING CODE," WHICH ADOPTS BY REFERENCE THE 2007 CALIFORNIA PLUMBING CODE, AND BY REFERENCE THE 2006 UNIFORM PLUMBING CODE

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

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

"**Plumbing Code**

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

16.24.010 Title.

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

16.24.020 Purpose.

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

16.24.030 Adoption of Plumbing Codes.

The California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Plumbing Code, 2006 Edition, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935 (hereinafter referred to as the "UPC"), and Appendices Chapter 1, A, B, D, I and K (hereinafter referred to as the "Appendix") are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all plumbing systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the City shall be

made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the UPC and the Appendix.

16.24.040 Amendment of Adopted Codes.

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

A. 103.9 "Private Sewage Disposal Systems" is added to read as follows:

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

B. Section 313.5 is amended to read as follows:

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

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

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

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

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

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

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

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

diagonally above the pipe requiring cathodic protection shall be separated vertically a minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 315.0.

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

Table 3-3

ANODE SELECTION CHART

Allowable length of coated and wrapped buried

ferrous gas or water pipe for each size anode

Anode Size	Pipe Size					
	1/2"	3/4" & 1"	1 1/4" & 1½"	2"	3"	4"
1 lb. anode	50'	--	-	-	-	-
3 lb. anode	150'	100'	50'	50'	-	-
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	--	500'	350'	300'	250'	150'
32 lb. anode	--	--	500'	500'	450'	350'

D. Section 508.14(1) is amended to read as follows:

508.14 Installation in Residential Garages
(1) Gas utilization equipment in residential garages and in adjacent spaces that are open to the garage an d are not part of the living space of the dwelling unit shall be installed so that all burners and burner-ignition devices are located not less than 18 inches (450 mm) above the floor unless listed a flammable vapor resistant. When such equipment is mounted on stands, such stands shall be enclosed.

E. Section 713.4 is amended to read as follows:

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

F. Section 1210.1 is amended to read as follows:

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

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

D1 Roof Drainage. Roof drains, leaders and rainwater piping shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour."

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

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

PASSED AND ADOPTED this 17th day of December, 2007, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

ATTACHMENT 4

CITY OF RANCHO CORDOVA

ORDINANCE NO. 32-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.28, "ELECTRICAL CODE," WHICH ADOPTS BY REFERENCE THE 2007 CALIFORNIA ELECTRICAL CODE, AND BY REFERENCE THE 2005 NATIONAL ELECTRICAL CODE

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

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

"Electrical Code

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

16.28.010 Title.

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

16.28.020 Purpose.

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

16.28.030 Adoption of Electrical Codes.

The California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the National Electrical Code, 2005 Edition (excluding Annex G), as published by the National Fire Protection Association, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "NEC") are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all electrical systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the City shall be

made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the NEC.

16.28.040 Amendment of Adopted Codes.

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

A. Article 210.25(A) is added to read as follows:

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

B Article 225.22(A) and (B) are added as follows:

225.22(A) Fences. Electrical equipment and conduit shall not be installed on any fence.

Exception:

Conduit and equipment shall be permitted on metallic and masonry fences when installed with a continuous support system.

225.22(B) Roofs. Raceways installed on or across roofs shall clear the roof a minimum of 1 ½" and be supported every 4' or less.

C Article 230.28(A) and (B) are added to read as follows:

230.28(A) Service Entrance or Load Centers located in walls or partitions. When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in rigid metal or intermediate metal conduit of 1 ½ inch minimum trade size.
230.28(B) Service Entrance method of attachment. No new or replacement overhead service drop shall be attached to the structure. The service mast shall be used as the support and shall be of 1 ½" rigid metal or intermediate metal conduit.

D. Article 230.43 is amended to read as follows:

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

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

E. Article 230.70(D) is added to read as follows:

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

F. Article 230.71 is amended to read as follows:

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

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

G. Article 240.24(F) is added as follows:

240.24(F) Prohibited Locations. Service equipment and panel boards shall not be located in clothes closets, broom closets, janitor's closets, bathrooms, storage rooms, or over or under stairways.

H. Article 250.50 is amended to read as follows:

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

Exceptions:

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

The interior metallic water and gas piping systems and metal frame of buildings shall be bonded in accordance with Table 250.66 of this Code.

Grounding electrode conductors shall be sized in accordance with Table 250.66.

The capacity rating for made electrodes shall be as follows:

a) 200 amperes or less: a minimum of one reinforcing steel rod.
b) From 201 amperes to 600 amperes, a minimum of 2 reinforcing steel rods installed a minimum of 90 degrees apart.
c) Over 600 amperes: grounding electrodes shall be sized in accordance with Table 250.66.

2) Grounding electrode conductors shall be sized in accordance with Table 250.66.

I. Article 300.2(C) is added to read as follows:

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

Exceptions:

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

J. Article 300.5(L) is added to read as follows:

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

K. Article 410.16 (C) is amended to read as follows:

410.16(C) Suspended Ceilings. Lighting fixtures shall be supported independently of suspended ceiling framing members.

L. Article 600.1(A) and (B) are added to read as follows:

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

600.1(B) Permit Required. An electrical permit shall be required for any of the following:

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

M. Article 625.1(A) is added as follows:

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

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

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

PASSED AND ADOPTED this 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

ATTACHMENT 5

CITY OF RANCHO CORDOVA

ORDINANCE NO. 33-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.32, "MECHANICAL CODE," WHICH ADOPTS BY REFERENCE THE 2007 CALIFORNIA MECHANICAL CODE, AND BY REFERENCE THE 2006 UNIFORM MECHANICAL CODE

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

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

"**Mechanical Code**

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

16.32.010 Title.

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

16.32.020 Purpose.

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

16.32.030 Adoption of Mechanical Codes.

The California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 *et. seq*. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Mechanical Code, 2006 Edition, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UMC"), and Appendix Chapter 1 and Appendix A (hereinafter referred to as the "Appendix"), are hereby adopted and incorporated by reference

herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Code, all mechanical systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the City shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the UMC and the Appendix.

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

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.

PASSED AND ADOPTED this 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

ATTACHMENT 6

CITY OF RANCHO CORDOVA

ORDINANCE NO. 34-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.36, "SWIMMING POOLS," WHICH ADOPTS BY REFERENCE THE 2006 UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE

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

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

"**16.36.130 Requirements.**

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

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

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

Exceptions:

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

(ii) For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased to a maximum 4 inches

when the distance between the tops of the horizontal members is 45 inches or more.

3. Chain link fences used as the barrier shall not be less than 11 gauge.

4. Solid barriers that do not have openings, such as masonry or stone walls, shall not contain indentations or protrusions except for tooled masonry joints.

5. Access gates shall comply with the requirements of Subdivisions 1 through 4 above. Pedestrian access gates shall be self-closing and have a self-latching device. Where the release mechanism of the latching device is located less than 54 inches from grade, (i) the release mechanism shall be located on the pool side of the gate at least 3 inches below the top of the gate, and (ii) the gate and barrier shall have no opening greater than 1/2 inch within 18 inches of the release mechanism. Pedestrian gates shall swing away from the pool. Any gates other than pedestrian access gates shall be equipped with lockable hardware or padlocks and shall remain locked at all times when the pool is not in use.

6. Where a wall of a Group R, Division 3 Occupancy dwelling unit serves as part of the barrier and contains door openings between the dwelling unit and the outdoor swimming pool, which provide direct access to the pool, a separation fence meeting the requirements of Subdivisions 1 through 5 above shall be provided.

> Exception: An Approved Child Safety Device, as defined in Section 16.36.120(b), subject to a prior written determination by the Building Official that the degree of protection to small children afforded by such an Approved Device is equal to that provided by a separation fence meeting the requirements of Items 1 through 6 of Section 16.36.130.

7. Where an aboveground pool structure is used as a barrier, or where the barrier is mounted on the top of the pool structure and the means of access is a ladder or steps, then either (i) the ladder or steps shall be capable of being secured, locked, or removed to prevent access, or (ii) the ladder or steps shall be surrounded by a barrier that meets the requirements of Subdivisions 1 through 6 above. When the ladder or steps are secured, locked, or removed, any opening created shall be protected by a barrier complying with Subdivisions 1 through 6 above.

(b) **Indoor Swimming Pool**. For an indoor swimming pool, protection shall comply with the requirements of Subsection (a)(6) above.

(c) **Spas and Hot Tubs.** A spa or hot tub with a locking safety cover which complies with the ASTM Standard F 1346-91 shall not be required to provide other barriers. Where a locking safety cover is not provided, the spa or hot tub shall comply with the requirements of Subsection (a) above."

SECTION 2. Title 16, Chapter 16.36, Article 2, "Title, Scope and General," is hereby amended to read as follows:

"**Article 2 Title, Scope and General**

16.36.210 Swimming Pool, Spa & Hot Tub Code Adopted.
16.36.220 Short Title.
16.36.230 Purpose.
16.36.240 Scope.
16.36.250 Exceptions to Swimming Pool Locations.

16.36.210 Swimming Pool, Spa & Hot Tub Code Adopted.

The Uniform Swimming Pool, Spa and Hot Tub Code, 2006 Edition, and the standards cited in Table 1 thereof, hereafter collectively known as the "USPC," as published by the International Association of Plumbing and Mechanical Officials, is adopted as the Swimming Pool Code for the City of Rancho Cordova, with such revisions, exceptions, deletions, and additions approved by the City Council hereinafter set forth in this Chapter as exceptions to the USPC. Part I of the USPC is not adopted as part of the Rancho Cordova Swimming Pool Code. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all construction, electrification and maintenance of swimming pools and barriers within the City shall be in conformance with State Codes and any rules and regulations promulgated pursuant thereto.

16.36.220 Short Title.

The Uniform Swimming Pool, Spa and Hot Tub Code, 2006 Edition, including the standards cited in Table 1 thereof, and the revisions, exceptions, deletions, and additions provided herein, shall be known and cited as the Rancho Cordova Swimming Pool Code.

16.36.230 Purpose.

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

16.36.040 Scope.

The provisions of the Rancho Cordova Swimming Pool Code shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or use of any swimming pool, spa, or hot tub plumbing system except as otherwise provided for in the Rancho Cordova Municipal Code or applicable state law.

16.36.250 Exceptions to Swimming Pool Locations.

The Chief Building Inspector may authorize the construction of a swimming pool, hot tub, spa, spa pool, or similar pools across a property line or in the rear yard or side yard of an adjacent lot or within the common area of a planned development, provided:

a. The construction of the swimming pool, spa, spa pool, hot tub, or other pool and the location thereof have been previously approved by the Planning Department; or the locations of the swimming pool, spa, spa pool, hot tub, or other pool is specified on an approved tentative subdivision map.

b. Easements have been recorded and reserved for the lot which specifically provide for the location and construction of the swimming pool, hot tub, spa, spa pool, or other pool and necessary appurtenances and which allow for the use and maintenance of the swimming pool, spa, spa pool, hot tub, and other pool and appurtenances.

c. The easements, prior to the recordation thereof, have been approved by the City Attorney."

SECTION 3. Title 16, Chapter 16.36, Article 3, is hereby retitled, "Amendments to the 2006 Edition, Uniform Swimming Pool, Spa and Hot Tub Code

SECTION 4. Title 16, Chapter 16.36, Article 3, Section 16.36.310, "Chapter 3 Retitled," is hereby amended to read as follows:

"Section 16.36.310 Chapter 3 Retitled.

Chapter 3 of the Uniform Swimming Pool, Spa and Hot Tub Code, titled "General Requirements Public and Private Pools", shall be retitled in the Rancho Cordova Municipal Code to read "General Requirements--Private Pools"."

SECTION 5. Severability

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

SECTION 6. Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published 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 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 35-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 17.04, "FIRE CODE," WHICH ADOPTS BY REFERENCE THE 2007 CALIFORNIA FIRE CODE, AND BY REFERENCE THE 2006 INTERNATIONAL FIRE CODE

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

SECTION 1: Title 17, Chapter 17.04, "Fire Code," is hereby amended to read as follows:

"**Fire Code**

17.04.010 Adoption of Fire Codes.
17.04.020 Enforcement.
17.04.030 Definitions.
17.04.040 Modifications.
17.04.050 Appeals.
17.04.060 New Materials, Processes Or Occupancies Which May Require Permits.
17.04.070 Penalties.
17.04.080 Amendment of Adopted Codes
17.04.090 High Explosives
17.04.100 Public Safety 800 mhx Radio Building Amplification System
17.04.110 Flammable And Combustible Liquids and Liquefied Petroleum Gases
17.04.120 Structural Fires

17.04.010 Adoption of Fire Codes.

The California Fire Code, Part 9, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Fire Code, 2006 Edition, as published by the International Code Council, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IFC"), and Appendices Chapter 1, B and C (hereinafter referred to as the "Appendix"), are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapter 16.02 of the Rancho Cordova Municipal Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the City shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the IFC and the Appendix. From the effective date of the ordinance establishing this Chapter, the provisions herein shall be controlling within the limits of the City of Rancho Cordova except that any inconsistent regulations and

ordinances relating to building standards contained in the State Code, IFC and the Appendix adopted pursuant to applicable law by the Sacramento Metropolitan Fire District shall be controlling within the City of Rancho Cordova if said regulation or ordinance has been ratified by the City in accordance with California Health and Safety Code section 13869.7.

17.04.020 Enforcement.

The Chief of the Sacramento Metropolitan Fire District or his/her designated representatives shall have authority to enforce this chapter and issue citations for violations.

17.04 030 Definitions.

A. Whenever the word "Fire Code" is used in this ordinance, it shall mean the State Code and IFC adopted by reference pursuant to Section 17.04.010.

B. Wherever the word "municipality" is used in the Fire Code, it shall mean the City of Rancho Cordova.

C. Wherever the words "Chief" or "Chief of the bureau of fire prevention" are used in this ordinance or the Fire Code, they shall mean the Chief of the Sacramento Metropolitan Fire District or his/her designated representatives.

17.04.040 Modifications.

The Chief may modify any of the provisions of the Fire Code upon application in writing by the owner or lessee, or his/her duly authorized agent, when the Chief determines there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Chief or his/her designated representative thereof shall be entered upon the records of the department and a signed copy shall be furnished by the applicant.

For the purposes of this section, the cost of compliance with the provisions of the Fire Code shall not constitute a practical difficulty.

17.04.050 Appeals.

Any person aggrieved by any decision or action of the Chief may appeal to the Board of Directors of Sacramento Metropolitan Fire District by filing a written notice of appeal with the Clerk of the Board of Directors within thirty (30) days from the date such decision or action was taken. The applicable rules and regulations regarding the appeals process and procedures for hearings shall be those of the Sacramento Metropolitan Fire District.

17.04.060 New Materials, Processes or Occupancies Which May Require Permits. The Chief may appoint two members from his/her staff to act as a committee to determine and specify, after giving affected persons an opportunity to be heard at an office hearing, any new material, processes or occupancies, which shall require permits, in addition to those now enumerated in the code. The Chief or his/her designated representative shall post such list in a conspicuous place in his/her office, and distribute copies thereof to interested persons.

17.04.070 Penalties.

A. Any person who violates any of the provisions of this chapter and the code hereby adopted or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans thereunder, or who fails to comply with such an order as affirmed or modified by the City of Rancho Cordova or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation be guilty of an infraction, punishment by a fine not to exceed two hundred fifty dollars ($250.00). Violation of Appendix Chapter 1, Section 109.2.2 Compliance with orders or notices, and Section 109.2.4 Unauthorized tampering, shall constitute a misdemeanor, and shall be punishable by a fine of one thousand dollars ($1,000.00), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all persons shall be required to correct or remedy such violation or defects within a reasonable time to be determined by the Chief on a case-by-case basis. When not otherwise specified each day or portion thereof during which any violation occurs or continues shall constitute a separate offense.

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

17.04.080 Amendment of Adopted Code

Notwithstanding the provisions of Section 17.04.010, the State Code, the IFC and Appendix are amended as follows:

A. **Appendix Chapter 1** is amended as follows:

1. **SECTION 104 – GENERAL AUTHORITY AND RESPONSIBILITIES** is amended by adding subsection 104.7.2.1 to read as follows:

104.7.2.1 Contract Inspector. The Chief or his/her designated representatives may require the owner or the person in possession or control of the building or premises to provide, without charge to the fire department, a special inspector ("Contract Inspector"), when the department has no technical expertise available to conduct the required inspections.

The Contract Inspector shall be a qualified person who shall demonstrate his/her competence to the satisfaction of the Chief, for inspection of a particular type of construction, operations, fire extinguishing or detection system, or process.

Duties and responsibilities of the Contract Inspector shall include but not be limited to the following:

(a) The Contract Inspector shall observe the work assigned for conformance with the approved design drawings and specifications.

(b) The Contract Inspector shall furnish inspection reports to the Chief, building official, and other designated persons as required by the Chief. All discrepancies shall be brought to the immediate attention of the contractor for correction, then if uncorrected, to the proper design authority, Chief, and to the building official.

(c) The Contract Inspector shall submit a final signed report stating whether the work requiring inspection was, to the best of his/her knowledge, in conformance with the approved plans and specifications and the applicable workmanship provision of this code.

2. **SECTION 105 - PERMITS** is amended by amending subsection 105.2.2 and adding subsection 105.4.1.1 to read as follows:

105.2.2 Inspection Required. Before a permit is issued, the Chief may inspect and approve the receptacles, vehicles, buildings, devices, premises, storage space or areas to be used. Instances where laws or regulations are enforced by departments other than the fire department, joint approval shall be obtained from all departments concerned.

105.4.1.1 Plans. A minimum of two (2) copies of the complete plans, specifications, and information for new construction, remodeling, fill-in projects, or additions to buildings shall be submitted for review prior to construction to the Chief or his/her designated representatives having jurisdiction. Plan approval shall be required prior to issuance of a fire district Inspection Record Card for those instances where such card may be required.

3. **SECTION 106 – INSPECTIONS** is amended by adding subsections 106.2.1 and 106.2.2 to read as follows:

106.2.1 Administrative Costs. When a test or inspection is scheduled and the contractor fails to perform to the satisfaction of the authority having jurisdiction, the authority having jurisdiction may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

106.2.2 Inspection Record Card. Work requiring Fire Department approval may commence, but the person doing the work shall have posted or otherwise made available an inspection record card such as to allow the Chief to conveniently make the required entries thereon regarding inspection of the work. Work shall not be covered

until the required inspections are completed. This card shall remain posted or remain otherwise available by the permit holder until the Chief has granted final approval.

4. **SECTION 109 – VIOLATIONS** is amended by adding subsections 109.2.3.1 and 109.3.2 to read as follows:

109.2.3.1 Citations. The Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this chapter pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

109.3.2 Fire Code Bail Schedule.

SECTION	NATURE OF OFFENSE	PC	MA	BAIL PA	NCA	TOTAL
109.2.2*	NC W/ORDERS OR NOTICE	X		$1000	$1700	$2700
109.2.4*	UNAUTHORIZED TAMPERING	X		$1000	$1700	$2700
ALL OTHER SECTIONS		X		$100	$170	$270

* - MISDEMEANOR
PC - ELIGIBLE FOR PROOF OF CORRECTION
MA - MANDATORY APPEARANCE
PA - PENALTY ASSESSMENT
NCA - NIGHT COURT ASSESSMENT
NC - NONCOMPLIANCE

B. **SECTION 202 – GENERAL DEFINITIONS** is amended by adding or amending the following terms:

1. **ELECTRONIC MONITORING SYSTEM** shall mean an approved method to electronically detect and transmit to an approved alarm service provider's Type A (listed) Central Station, information indicating that the automatic fire sprinkler system or electronic fire detection system has been activated and shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center; or (b) to the Sacramento International Airport Communication Center in an approved manner.

2. **FALSE ALARM** shall mean the giving, signaling or transmission to any public fire station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, information to the effect that there is a fire, medical emergency, rescue request, or other need for emergency service at or near the place indicated by the person giving, signaling, or transmitting such information, and there is found to be no need for emergency services.

3. **QUALIFIED ATTENDANT** shall mean an individual that has been trained in the proper methods of the handling, storage and dispensing of any material, product or substance regulated by the code. These shall include, but not be limited to ammonia, chlorine, cryogenic fluids, flammable and combustible liquids and gases.

Said attendant must be able to demonstrate to the satisfaction of the Chief that he or she possesses adequate knowledge in the subject area.

C. **SECTION 315 – MISCELLANEOUS COMBUSTIBLE MATERIALS STORAGE** is amended as follows:

1. Subsection 315.3.3 "Outside Storage of pallets and other combustibles" is added to read as follows:

315.3.3 Outside Storage of pallets and other combustibles. The maximum single pile dimension for outside storage of pallets and other combustibles shall be 25ftx100ft or 2,500 sq. ft. The maximum pile height shall be 20 feet. Distance of piles to structures shall not be less then 10 feet.

D. **SECTION 401 - GENERAL** is amended as follows:

1. Subsection 401.3.1.1 "Cost Recovery" is added as follows:

401.3.1.1 Cost Recovery. All costs incurred by the fire department related to any response to a false alarm may be charged to that person causing the transmission of the false alarm, or to that person's firm or corporation.

E. **SECTION 503 - FIRE DEPARTMENT ACCESS ROADS** is amended as follows:

1. Subsection 503.1.1 "Buildings and facilities" is amended to read as follows:

503.1.1 **Required Access**. Fire apparatus access roads shall be provided in accordance with Sections 501 and 503 for every facility, building or portion of a building including residential subdivisions in excess of 40 dwelling units hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet (45 720mm) from fire apparatus access as measured by an approved route around the exterior of the building or facility. See also Section 504 for personnel access to buildings.

EXCEPTIONS:
1. When buildings are completely protected with an approved automatic fire sprinkler system, the provisions of Sections 503.1.1 and 503.2 may be modified by the Chief.
2. When access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades or other similar conditions, the chief is authorized to require additional fire protection.

3. When there are not more than two Group R, Division 3, or Group U Occupancies, the requirements of Sections 503.1.1 and 503.2 may be modified by the chief.

More than one fire apparatus road shall be provided in residential subdivisions in excess of 40 dwelling units and/or when it is determined by the chief that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

For high-piled combustible storage, see Section 2306.6

For required access during construction, alteration or demolition of a building, see Section 1410.1

2. Subsection 503.6.1, "Emergency access gates and barriers," is added to read as follows:

503.6.1 Emergency access gates and barriers. Where a new gate or barrier is installed on a fire access roadway, it shall be authorized by the Chief and meet the minimum requirements of the Sacramento County Emergency Access Gates and Barriers Standard. The Chief shall maintain a copy of said standard on file and available for public inspection. Private driveways on lightly traveled streets as determined by the City of Rancho Cordova serving one single-family residence may be exempt from the scope of this document. Approval of automatic gates or barriers is subject to the owner accepting responsibility for any future programming requirements by the authority having jurisdiction.

F. **SECTION 505 - PREMISE IDENTIFICATION** is amended as follows:

1. Subsection 505.1, "Address numbers" is amended to read as follows:

505.1 General. Approved numbers or addresses shall be placed prior to occupying on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background. In setting requirements for addressing, the Chief may be guided by the standard published by the Rancho Cordova Building Department's, "Posting of Building Addresses".

2. Subsections 505.1.1, "Multiple tenant buildings" and 505.1.2, "Illumination" are added to read as follows:

505.1.1 Multiple tenant buildings. Multiple tenant spaces serviced by vehicular access to the rear through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and existing buildings as to be plainly visible and legible from the rear access way when deemed necessary by the Chief. Multiple tenant spaces serviced by rear access through a corridor, exit court, or exit

yard shall have approved numbers or addresses displayed on the rear of the tenant space, when deemed necessary by the Chief.

Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed over the entrance door in all new and existing buildings. An illuminated annunciator or directory board shall be required at every entrance where deemed necessary by the Chief.

505.1.2 Illumination. Addressing shall be illuminated at night in all new buildings. Signs shall be internally or externally illuminated. When the luminance or the face of a sign is from an external source, it shall have an intensity of not less than 5.0 foot-candles. Internally illuminated signs shall provide equivalent luminance.

G. **SECTION 508 – FIRE PROTECTION WATER SUPPLIES** is amended as follows:

1. Subsection 508.1, "Required Water Supply," is amended to read as follows:

508.1 Required Water Supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet (45 720 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief. See Section 508.5.

EXCEPTIONS:

1. Group R, Division 3 Occupancies provided with an automatic fire sprinkler system approved by the adopted NFPA Standard in areas not provided with a public water supply.
2. Group U Occupancies.
3. Water Supplies for Suburban and Rural Fire Fighting. Where the standards of this code cannot be met for development in rural areas, a fire sprinkler system or pressurized water system acceptable to the AHJ shall be acceptable to meet the water supplies required. Such proposals shall also be subject to the following:

    a. The structure is beyond 3,000 (914 M) feet of any existing adequate sized water system. Structures within 3000 (914 M) feet of an existing adequate sized water system, but beyond a water purveyor service area, will be reviewed on an individual basis.
    b. When public or private water becomes available, connection to such a system shall be required.

2. Subsection 508.5.5.1 "Vehicle parking" is added to read as follows:

508.5.5.1 Vehicle parking. It shall be an infraction to park, place or leave standing any unattended vehicle within 15 feet of any public or private fire hydrant along any public or private street or roadway.

EXCEPTION: If the vehicle is owned or operated by a fire department and clearly marked as a fire department vehicle.

H. **SECTION 901 – GENERAL** is amended as follows:

1. Subsection 901.4.3.1, "Fire appliances," is added to read as follows:

901.4.3.1 Fire appliances. The Chief shall designate the type and number of fire appliances to be installed and maintained in and upon all buildings and premises within his/her jurisdiction. This shall be done according to the relative severity of probable fire, including the rapidity with which it may spread. Such appliances shall be of a type suitable for the probable class of fire associated with such buildings or premises and shall have the prior approval of the Chief. Extinguishers shall be installed on the hangers or in the brackets supplied, or mounted in approved fire extinguisher cabinets unless the extinguishers are of the wheeled type.

2. Subsection 901.7.1.1 "System maintenance" is added to read as follows:

901.7.1.1 System maintenance. All individuals or companies installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishes, smoke and heat ventilators, smoke-removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's Office or both.

The authority having jurisdiction shall be notified immediately when a fire protection or detection system or portion thereof is found inoperable.

The authority having jurisdiction shall be notified in writing within 72 hours by the person performing repairs, testing, or maintenance when a fire protection or detection system is not in compliance with applicable codes.

When changes involve shutting off water for a considerable number of sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. Protection shall be restored each night in so far as possible. The Chief may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station or is a local alarm only, the Chief may require the system to be

disconnected or shunt out the private fire alarm system and/or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the Chief may require the system to be repaired and written notification to be provided to the Chief before he or she responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the alarm company having responsibility shall notify the fire dispatch center.

I. **SECTION 903 AUTOMATIC SPRINKLER SYSTEMS** is amended as follows:

1. Subsection 903.1.1, "Alternative protection," is retitled "All Occupancies except Group R, Division 3 and Group U Occupancies" and amended to read as follows:

903.1.1 All Occupancies except Group R, Division 3 and Group U Occupancies. For all other occupancies, an automatic sprinkler system shall be installed and equipped with an electronic monitoring system as follows:

EXCEPTION: Non-combustible, detached canopies open on four sides not exceeding the basic allowable square footage in the California Building Code/International Building Code used exclusively for the parking or storage of private or pleasure vehicles and non-combustible storage (includes fuel islands).

1. In every story or basement of all buildings when the floor area exceeds 1,500 square feet (139.4 m2) and there is not provided at least 20 square feet (1.86 m2) of opening entirely above the adjoining ground level in each 50 lineal feet (15,240 mm) or fraction thereof of exterior wall in the story or basement on at least one side of the building. Openings shall have a minimum dimension of not less than 30 inches (762 mm). Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

When openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the story shall be provided with an approved automatic sprinkler system, or openings as specified above shall be provided on at least two sides of an exterior wall of the story.

If any portion of a basement is located more than 75 feet (22 860 mm) from openings required in Section 903.1.1, the basement shall be provided with an approved automatic sprinkler system.

2. At the top of rubbish and linen chutes and in their terminal rooms. Chutes extending through three or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Sprinkler heads shall be accessible for servicing.

3. In rooms where nitrate film is stored or handled. See also Section 306.2.

4. In protected combustible fiber storage vaults as defined in Chapter 2. See also Chapter 29.

5. In every new building where the total floor area exceeds 3,599 square feet (334.48 m2) or greater. See item #9 below. Nothing in this subsection shall preclude the use of fire resistive substitutions otherwise permitted under the Fire Code.

6. An automatic fire sprinkler system shall be installed in any portion of a building where there is a change of occupancy and the floor area of that portion of the building, which is changed, exceeds 3,599 square feet (334.48 m2).

7. An automatic fire sprinkler system shall be installed in every building when there is an addition to the floor area in existence on the effective date of this ordinance of 20 percent or more within a 12-month period and the aggregate floor area of the building exceeds 3,599 square feet (334.48 m2).

8. In existing buildings, other than one or two family dwelling units. An automatic fire sprinkler system shall be installed in any portion of an existing building, other than one or two-family dwelling units, where alterations or repairs within any 12-month period exceed fifty percent (50%) of the assessed value of the existing building or structure.

9. For the provisions of this section, two or more buildings existing entirely within the property lines of one parcel shall be considered a single building when exterior wall protection is not provided and the aggregate floor area exceeds 3,599 square feet (334.48 m2).

10. An automatic fire sprinkler system shall be installed in every new building of S-3 occupancy where the total floor area exceeds 2,999 sq ft. (278.72 M2) or greater.

11. For the provisions of this section, area separation walls shall not apply to eliminate the installation of a sprinkler system.

2. Subsection 903.2.7.1 "Group U Occupancies" is added as follows:

903.2.7.1 Group U Occupancies. Group U occupancies located within 6 feet (1828.8 mm) of sprinklered Group R Occupancy shall have fire sprinklers installed.

3. Subsection 903.3.7.1 "General" is added to read as follows:

903.3.7.1 General. Fire-extinguishing systems shall be installed in accordance with the Building Code and Section 903 and 904.

Fire hose threads used in connection with fire-extinguishing systems shall be National Standard hose thread or as approved.

The location of fire department hose connections shall be as approved by the Fire Chief.

In buildings used for high-piled combustible storage, fire protection shall be in accordance with Chapter 23.

When required by the Chief, approved signs shall identify the building(s) or portions of buildings served by a fire department connection.

When required by the Fire Chief fire pumps shall be automatic.

4. Subsection 903.4.4 "Valves" is added to read as follows:

903.4.4 Valves. When required by the Chief, valves controlling sprinkler systems shall be maintained in an open position by locking the valve open in an approved manner.

5. Subsection 903.4.5 "Fire control room" is added to read as follows:

903.4.5 Fire control room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Said room shall contain all system control valves, fire alarm control panels and other fire equipment required by the Chief. Fire control rooms shall be located within the building at a location approved by the Chief, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room.

EXCEPTION: Group R, Division 3 Occupancies.

6. Subsection 903.6.2 "Existing sprinkler systems" is added to read as follows:

903.6.2 Existing sprinkler systems. All existing automatic sprinkler systems shall be monitored for water flow by an approved alarm service provider's Type A (listed) Central Station.

J. **SECTION 907 - FIRE ALARM AND DETECTION SYSTEMS** is amended as follows:

1. Subsection 907.1.1, "Construction documents," is amended to read as follows:

907.1.1 Construction Documents. Complete plans and specifications of fire alarm systems shall be submitted for review and approval prior to system installation. Plans and specifications shall include, but not be limited to, a floor plan, cross section detail, riser diagrams, location of all alarm-initiating and alarm-signaling devices, alarm control- and trouble-signaling equipment, annunciators, power connection, battery calculations, conductor type and sizes, voltage drop calculations; and manufacture

model numbers including cut sheets and listing information from a nationally recognized testing laboratory and the California State Fire Marshal's listing number(s).

All manual or automatic fire detection system plans and calculations or both shall bear the stamp of approval of a qualified registered professional engineer or fire alarm contractor (C-10), licensed for said work by the State of California. One copy may be retained by the Chief. Plans and specifications shall be provided at no cost to the Fire Department.

2. Subsection 907.15, "Monitoring," is amended to read as follows:

907.15 Monitoring. Required alarm systems shall be monitored by an approved alarm service provider's Type A (listed) Central Station as established by Sacramento Regional Fire/EMS Communication Center.

The Central Station monitoring company or approved Alarm Company shall notify the authority having jurisdiction in writing, within 72 hours, of systems that are found not to be in compliance with applicable codes.

Receipt of supervisory signals by the monitoring company require the dispatch of a runner or maintenance person (arrival time not to exceed 1 hour), unless the condition can be restored to normal through the subscriber's efforts.

3. Subsections 907.15.1, "Branch electrical circuits," 907.15.2, "Multi-building or zone monitoring," and 907.15.3, "Alarm transmission," are added to read as follows:

907.15.1 Branch electrical circuits. When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the house meter panel board.

When a separate source of power (i.e. emergency generator) is provided the fire alarm circuit shall be energized from the emergency panel board.

907.15.2 Multi-building or zone monitoring. When a Central Station is monitoring more than one zone or building with a single retransmitter, the Central Station shall identify the particular zone or building or both that is in alarm, where required by the Chief.

Fire Alarm Panels installed at the protected premise shall be capable of differentiating between signals, including water flow, manual, and automatic activating components and transmitting distinctive fire alarm, supervisory and trouble signals.

907.15.3 Alarm transmission. The activation of a fire sprinkler system, hood extinguishing system, special extinguishing system or a fire alarm/detection system shall cause the system to initiate a signal to the Central Station within 90 seconds. Retransmission from the Central Station to the Fire Dispatch Center shall not exceed 60 seconds.

EXCEPTION: Existing building without an alarm system which install hood extinguishing systems or special extinguishing systems need not be monitored.

4. Subsection 907.16, "Automatic dialing telephone devices," is amended to read as follows:

907.16.1 Automatic telephone dialing devices. Two separate telephone lines (numbers) shall be provided from the protected premises to the Central Station, which use Digital Alarm Communicator Transmitter (DACT). All costs regarding the installation, maintenance, and continuous operation of those lines shall be the responsibility of the building owner.

K. **SECTION 2211 - REPAIR GARAGES** is amended as follows:

1. Section 2211.7.2 "Gas Detection Systems" is amended to read as follows:

2211.7.2 Gas Detection Systems. Repair garages used for the repair of vehicles fueled by nonodorized gases, such as hydrogen, LPG and nonodorized LNG, shall be provided with an approved flammable gas detection system.

2. Section 2211.7.2.1 "System design" is amended to read as follows:

2211.7.2.1 System Design. The flammable gas detection system shall be calibrated to the types of fuels or gases used by the vehicles to be repaired. The gas detection system shall be designed to activate when the level of flammable gas exceeds 25 percent of the lower flammable limit (LFL). Gas detection shall also be provided in lubrication or chassis repair pits of repair garages used for repairing nonodorized LPG and LNG-fueled vehicles.

L. **SECTION 2703 – GENERAL REQUIREMENTS** is amended as follows:

1. Section 2703.10.3.7 "Parking and garaging" is added as follows:

2703.10.3.7 Parking and garaging. Vehicles containing hazardous materials in amounts that require placarding under state or federal law and possessing the physical hazards listed in Section 2701.2.2 shall not be left unattended on any residential street; nor in or within 500 feet of any residential area, apartment or hotel complex, educational, hospital or care facility at any time; or at any place that would, in the opinion of the Chief, present a life or safety hazard.

M. **SECTION 3308 - FIREWORKS DISPLAY** is amended as follows:

1. Section 3308.1 "General" is amended to read as follows:

3308.1 General. Fireworks and temporary storage, use and handling of pyrotechnic special effects material used in motion pictures, television, and theatrical and group entertainment productions shall be in accordance with this chapter and local and state regulations.

2. Section 3308.2 "Permit Application" is added to read as follows:

3308.2 Permit Application. Permits are required to conduct a fireworks display as required by local and state regulations. Permit application shall be made not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audiences will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the Chief shall be consulted regarding requirements for standby personnel and fire apparatus.

3. Section 3308.3 "Sales" is added to read as follows:

3308.3 Sales. Permits are required for the sale and display of "Safe and Sane" approved fireworks as permitted and regulated by Title 4 of the Rancho Cordova Municipal Code.

4. Section 3308.4 "Storage" is added to read as follows:

3308.4 Storage. Storage of fireworks is prohibited except by special permits as required by local and state regulations.

5. Section 3308.5 "Pyrotechnic special effects material" is added to read as follows:

3308.5 Pyrotechnic special effects material. A permit is required to manufacture, compound, store or use pyrotechnic special effects material as required by local and state regulations. A permit for use shall be granted only to a licensed pyrotechnic operator.

6. Section 3308.6 "General" is added to read as follows:

3308.6 General. Storage, use and handling of fireworks shall be in accordance with local and state regulations.

7. Section 3308.7 "Seizure" is added to read as follows:

3308.7 Seizure. The Chief is authorized to seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of local, state, or federal regulations.

8. Section 3308.8 "General" is added to read as follows:

3308.8 General. Fireworks displays shall be in accordance with local and state regulations.

9. Section 3308.9 "General" is amended as follows:

3308.9 General. Temporary storage, use and handling of pyrotechnic special effects material used in motion picture, television, theatrical and group entertainment productions shall be in accordance with local and state regulations. Permanent storage of pyrotechnical special effects materials shall be in accordance with Section 3308.

N. **SECTION 3404 - STORAGE** is amended as follows:

1. Subsection 3404.2.14.1 "Removal" is amended by adding subsection 7 to read as follows:

7. Unless permitted by the Chief, tank(s) shall not be disassembled by any removal method at the site.

2. Section 3404.2.9.1.1 "Required Foam Fire Protection Systems" is amended to read as follows:

3404.2.9.1.1 Required foam fire protection systems. Foam fire protection shall be provided for above ground tanks, other than pressure tanks operating at or above 1 psig (6.89 kPa), when such tank, or group of tanks spaced less than 50 feet (15,240mm) apart measured shell to shell, has a liquid surface area in excess of 1,500 square feet (139.4 m2), and is:

1. Used for the storage of Class I or II Liquids,

2. Used for storage of crude oil,

3. Used for in-process products and is located within 100 feet (30,480 mm) of a fired still, heater, related fractioning or processing apparatus or similar device at a processing plant or petroleum refinery as herein defined, or

4. Considered by the Chief as presenting an unusual exposure hazard because of topographical conditions; nature of occupancy, proximity on the same or adjoining property, and height and character of liquids to be stored; and degree of private fire protection to be provided and facilities of the fire department to cope with flammable liquid fires.

O. **SECTION 3806 - DISPENSING AND OVERFILLING** is amended as follows:

Section 3806.4 "Tank Vehicle, Tank Car, and Pipelines" is added as follows:

3806.4 Tank Vehicle, Tank Car, and Pipelines. A qualified attendant shall be present at all times while a tank vehicle or tank car is discharging cargo. Whenever practicable, the tank vehicle or tank car shall be positioned so that the operating controls and the discharging end of the hose or hoses are both in view of the attendant.

P. **Appendix B** is amended as follows:

1. Subsection B105.2, "Buildings other than one- and two-family dwellings is amended to read as follows:

B105.2 Buildings other than One- and Two-Family Dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

EXCEPTION:
1. A reduction in required fire flow of up to 50 percent, as approved by the Chief, is allowed when the building is provided with an automatic sprinkler system approved pursuant to the adopted NFPA Standards. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.). Reduction of fire flow does not apply to number of fire hydrants required or duration of fire flow required.
2. A reduction in required fire flow of up to 75 percent, as approved by the Chief, for warehouse buildings of Type I, Type II, and Type III-N construction and provided with early suppression fast response fire sprinkler systems. Reduction of fire flow does not apply to number of fire hydrants required or duration of fire flow required.

Q. **Appendix C** is amended as follows:

1. **SECTION C104 - CONSIDERATION OF EXISTING FIRE HYDRANTS** is amended to read as follows:

C104.1 Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstructions of such roads.

C104.2 Existing single outlet 2 1/2 inch hydrants shall be changed to an approved steamer style hydrant, when a tentative subdivision or parcel map, merge of lots, change of use or change in intensity of use of an existing building, expansion of an existing structure, or construction increases the required fire flow.

C104.3 Where water main improvements are required to meet GPM flow and the existing water main has a single 2 1/2 inch outlet fire hydrant, an upgrade of hydrants will be required.

C104.4 Existing hydrants affected by right of way improvements shall be moved to an approved location at no cost to the fire authority.

2. **TABLE NO. C105.1, NUMBER AND DISTRIBUTION OF FIRE HYDRANTS** is amended to read as follows:

TABLE NO. C105.1
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS [1,3,& 4] (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE[3] (Ft.)
1750 or less	1	300	150
2000-2250	2	300	150
2500	3	300	150
3000	3	300	150
3500-4000	4	300	150
4500-5000	5	300	150
5500	6	300	150
6000	6	250	150
6500-7000	7	250	150
7500 or more	8 or more[2]	200	120

[1]Reduce by 150 feet for dead-end streets or roadways.

[2]One Hydrant for each 1000 gpm or fraction thereof.

[3]Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at not less than 1000 foot (305 m) spacing to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.

[4]Average spacing between hydrants may be extended to 500 feet on streets serving one and two family dwellings.

3. **SECTION C106, HYDRANT TYPE** is added to read as follows:

The Chief shall approve the type of fire hydrants to be installed in public right of way or on private property prior to any such installation.

4. **SECTION C107, HYDRANTS - BOTH SIDES OF A STREET** is added to read as follows:

Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. Streets have median center dividers that make access to hydrants difficult, cause time delay, or create undue hazard or both.

2. When there are four or more lanes of traffic.

3. Width of street in excess of 88 feet.

4. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvement Plans for the County of Sacramento.

R. **Appendix I, NATIONALLY RECOGNIZED STANDARDS OF GOOD PRACTICE** is added to read as follows:

NATIONAL FIRE PROTECTION ASSOCIATION
Batterymarch Park, Quincy, MA 02269

All NFPA Standards shall be adopted except:

11C	13E	13R	297	473	550	902	1001	1002	1003	1021	1031
1033	1035	1041	1201	1221	1402	1404	1405	1410	1500	1561	1581
1901	1911	1914	1931	1932	1971	1975	1981	1982	1983	1999	1710
1720											

17.04.090 High Explosives.

In accordance with the provisions of Division 11, EXPLOSIVES, Part 1, HIGH EXPLOSIVES, of the California Health and Safety Code (Sections 12000, 12401), the Chief of Police shall have the primary responsibility for the enforcement of the provisions therein. Wherever there appears in the Fire Code any rule, regulation or provision that is in conflict with the Health and Safety Code, the Health and Safety Code such control.

17.04.100 Public Safety 800mhz Radio Building Amplification System.

All buildings or portions of building hereafter constructed shall provide for adequate emergency personnel radio communications by complying with the Public Safety 800 Mhz Radio Building Amplification System Installation and Testing Standard.

Exemption. This section shall not apply to buildings less than 5000 square feet or any R-3 occupancy.

17.04.110 Flammable and Combustible Liquids and Liquified Petroleum Gases.

A. Applications for permits for the installation or modification of above ground tanks for the storage of flammable and combustible liquids shall be made to the Rancho Cordova Building Department, and the Sacramento Metropolitan Fire District. Files, records, and copies of all permits shall be kept in the Rancho Cordova Building Department and will be available on request. The Rancho Cordova Building Department shall instruct the applicant as to the necessity of also obtaining concurrent approval from the Sacramento Metropolitan Fire District for issuance of a permit.

B. In addition to any other applicable requirements, the installation or modification of underground tanks for the storage of hazardous materials, including flammable and combustible liquids, shall require valid permits from the Environmental Health Branch of Sacramento County and the Sacramento Metropolitan Fire District.

C. Applications for permits for the installation or modification of liquefied petroleum gases shall be made to the Rancho Cordova Building Department and the Sacramento Metropolitan Fire District, whose decisions shall be final.

17.04.120 Structural Fires.

The Chief shall notify all occupants or owners of structures, which have suffered damage by fire, that such structures or buildings must be inspected before any repairs thereto are made. A permit covering the structural, electrical and plumbing repairs shall be obtained from the Rancho Cordova Building Department. The Chief shall report all such structural fires to the Rancho Cordova Building Department on a form prescribed by the Building Department within twenty-four hours after the occurrence of such fire.

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 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Curt Haven, Economic Development Director
Adam U. Lindgren, City Attorney
Jose M. Sanchez, Deputy City Attorney
Jeff Beiswenger, Senior Planner

SUBJECT: **URGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, EXPANSION OR RELOCATION OF RECYCLING BUSINESSES, CHECK CASHING BUSINESSES, PAWN SHOPS, RESALE SHOPS, SMOKE SHOPS AND TATTOO PARLORS PENDING THE REVIEW AND POSSIBLE AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SUCH BUSINESSES**

RECOMMENDATION

Adopt Urgency Ordinance No. 27-2007.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will prohibit the establishment, expansion, or relocation of recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops and tattoo parlors in Rancho Cordova, for a period of one (1) year, pending the City's review and amendment of zoning regulations applicable to such businesses.

BACKGROUND

On January 16, 2007, the City Council adopted Ordinance 01-2007 (Attachment 1) imposing a 45-day moratorium on the establishment of new recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops and tattoo shops in the City. The purpose of the moratorium was to give the City time to study the possible adoption of new zoning regulations applicable to these types of businesses. On February 20, 2007, the City adopted Ordinance No. 06-2007 (Attachment 2) extending the 45-day moratorium on the establishment, expansion or relocation of recycling businesses, check cashing businesses, pawn shops resale shops, smoke shops and tattoo parlors for an additional period of ten (10) months and fifteen (15) days.

City Activities

Since the adoption of Ordinance 06-2007, City staff has continued to review and analyze possible new zoning provisions related to these businesses. Staff's review and analysis of the matter is ongoing.

Extension of Moratorium

The ten (10) month fifteen (15) day moratorium expires on January 4, 2008. Since the threats to the public health, safety and welfare identified by the Council in Ordinance No. 01-2007 still exist, staff recommends that the Council extend the moratorium. Pursuant to Government Code Section 65858, the Council may, following a public hearing, extend the moratorium a second time for a period of up to one (1) year. In order to allow the City sufficient time to complete the above-stated activities, staff recommends that the moratorium be extended for the allowed one (1) year period. This will serve as the second and final extension of the moratorium. However, in all likelihood, the City will complete its work on zoning regulations for these uses when it completes the City's comprehensive update of its Zoning Ordinance. The comprehensive update is scheduled to be completed at the beginning of 2008.

This report constitutes the written report required by Government Code Section 65858(d).

REQUESTED MOTION

"I move that the City Council adopt Urgency Ordinance No. 27-2007."

ATTACHMENTS

1. Urgency Ordinance No. 01-2007
2. Extension Urgency Ordinance No. 06-2007
3. Draft Extension Urgency Ordinance No. 27-2007

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 01-2007

AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW RECYCLING BUSINESSES, CHECK CASHING BUSINESSES, PAWN SHOPS, RESALE SHOPS, SMOKE SHOPS, AND TATTOO PARLORS PENDING THE REVIEW AND POSSIBLE AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SUCH BUSINESSES, TO BECOME EFFECTIVE IMMEDIATELY

RECITALS

WHEREAS, the City of Rancho Cordova ("City") was incorporated on July 1, 2003; and

WHEREAS, in adopting laws and regulations during the first year of incorporation, the City has relied heavily upon the laws and regulations adopted by the County of Sacramento, which were applicable to the area of the City prior to incorporation; and

WHEREAS, pursuant to Ordinance No. 20-2003 and Ordinance No. 21-2003, the City adopted by reference certain provisions of the Sacramento County Code and all Titles of the Sacramento County Zoning Code; and

WHEREAS, the Rancho Cordova City Council ("City Council") finds that one problem inherent in adopting County regulations drafted to serve the needs of the County is that some or all of those adopted regulations may prove to be inadequate to meet the needs of the City and may need to be amended in order to better reflect and serve the needs of the City; and

WHEREAS, the transition of Rancho Cordova from unincorporated area of the County to incorporated City dictates that the City Council address its regulation of recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, tattoo parlors, or businesses offering related services so as to ensure that following said transition, the City's zoning regulations are effective in minimizing the cumulative impacts and harmful effects of such businesses within the City; and

WHEREAS, the City recognizes and intends to follow all state regulations regarding the location of recycling centers; and

WHEREAS, the current Zoning Code contains no protection against the harmful effects on City residents resulting from the above mentioned businesses; and

WHEREAS, on June 26, 2006, the City Council adopted Resolution 117-2006 approving and establishing a new General Plan. The General Plan sets forth the long-term planning goals and policies of the City, establishes a future vision for the City, and sets forth the ground rules that guide development within the City; and

WHEREAS, the City is now, and will be in the future, taking steps to update its zoning laws in order to ensure that the City's zoning laws are consistent with the goals, policies and standards set forth in the new General Plan; and

WHEREAS, currently Title II, Chapter 25, Article 2, titled, "Commercial Use Tables," and Chapter 30, Article 2, "Industrial Use Table," of the City's current zoning regulations, which were adopted by reference by the City of Rancho Cordova from the County of Sacramento, Recycling Centers are allowed in Industrial Office Park Zones (M-1 and M-2 zones), Shopping Center Zones, Limited Commercial Zones, General Commercial Zones, Auto Commercial Zones, and Highway Travel Commercial Zones. Chapter 25 allows recycling collection points in the same zones as Recycling Centers, and in addition allows recycling collection points in Business and Professional Office Zones and Commercial Recreation Zones conditionally allows Recycling Centers, subject to a Conditional Use Permit; and

WHEREAS, pursuant to Title II, Chapter 25, Article 2 allows Pawn Shops in the Limited Commercial Zones and General Commercial Zones; and allows Tattoo Parlors in General Commercial Zones and Limited Commercial Zones conditionally allows tattoo parlors, subject to the issuance of a Conditional Use Permit; and

WHEREAS, check cashing businesses, resale shops, and smoke shops are not specifically addressed under current City zoning regulations; and

WHEREAS, the City Council held a hearing on January 16, 2007, and received a Staff Report and comments from Staff regarding the threats to the public safety, health and welfare posed by the specified uses.

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

Section 1. Recitals adopted

The foregoing recitals are true and correct and made a part of this ordinance.

Section 2. Moratorium

The moratorium established by Urgency Ordinance 01-2007 is for 45 days.

A. Scope.

This moratorium shall apply to the establishment, expansion, or relocation of recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, tattoo parlors, or businesses offering related services. This moratorium shall not apply to the renewal of a business license for existing businesses of these types in the City provided the renewal seeks to maintain the business in its existing location.

B. Applicability.

This Ordinance shall apply to the establishment, relocation, and issuance of entitlements for such uses:

1. Recycling Business (minor): For the purpose of this Ordinance, recycling businesses shall mean any businesses whose primary purpose is to purchase empty aluminum beverage containers, bimetal beverage containers, glass beverage containers, plastic beverage containers, or any other beverage containers, including any one or more of those

beverage containers, which have a refund value, established pursuant to Division 12.1 of the California Public Resources Code.

2. Check Cashing Businesses: For purposes of this Ordinance, Check Cashing Businesses shall mean any establishment whose primary purpose is to provide check cashing services.

3. Pawn Shops: As specified in City Code Section 4.30.010, Pawn Shop shall mean any room, store, building or other place in which the business of pawnbrokering, or the business of lending money upon person property, pawns or pledges; or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on or conducted.

4. Resale Shops: Also known as "Second Hand Stores" are defined for purposes of this Ordinance, as those establishments whose primary purpose is to receive and sort clothing and/or consumer products for resale, or to resale clothing and/or consumer products, including but limited to, "Thrift Stores," "Salvation Army" stores, "Good Will" stores, and consignment stores.

5. Smoke Shops: Also known as "head shops" or "smoking paraphernalia establishments" are defined as those establishments that either: (1) devote more than fifteen percent (15%) of their total floor space to smoking or tobacco paraphernalia, or (2) devote more than a two foot by four-foot (two feet in depth maximum) section of shelf space for display for sale and sale of smoking or tobacco paraphernalia.

6. Tattoo Parlors: For purposes of this Ordinance, a tattoo parlor shall mean any establishment that engages in the business of tattooing and/or branding human beings.

C. Findings.

This Ordinance is declared to be an urgency Ordinance as defined under California Government Code section 65858. This Ordinance is deemed necessary for the following reasons:

1. The purpose of this Ordinance is to protect the public safety, health and welfare from the current and immediate threats posed by the establishment of new and expansion of existing recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, tattoo parlors, or businesses offering related services.

2. The City Council finds that these uses as currently regulated are not specifically prohibited or regulated in areas adjacent to schools, public parks, public libraries or designated redevelopment areas in the City. Thus, as applications for business licenses are submitted to the City, there is no determination as to whether such potential uses are consistent with the purpose and intent of the City's Zoning Code and General Plan.

3. The City Council finds that, in general, these types of businesses, as presently regulated, have resulted in serious harmful effects, including but not limited to drinking in public, loitering, drug sales, prostitution, burglaries and robberies, littering, attraction of

vagrants, aesthetically unappealing premises, lowering of surrounding property values, increase of public nuisances, and an increase of other criminal activity.

4. The City Council finds that recycling businesses pose a threat to the public health, safety, and welfare because they attract vagrants, provide a source of revenue and a location for conducting the purchase of drugs and the solicitation of prostitution, attract public nuisances such as littering and the abandonment of shopping carts around the businesses, attract the consumption of alcoholic beverages in public and loitering, decrease surrounding property values, create undesirable foul odors that can be smelled by the surrounding establishments and residential units, and increase the possibility of robberies and burglaries due to the cash oriented operations and low security of recycling businesses.

5. The City Council finds that check cashing establishments in other cities result in many negative impacts similar to those caused by recycling businesses because they provide a source of cash by the cashing of checks or issuing of small loans that are sometimes used to buy illegal drugs, alcohol, or illegal services.

6. The City Council finds that pawn shops also result in similar negative impacts as those caused by recycling businesses and check cashing businesses. Pawn shops additionally create an incentive for burglaries and robberies by offering a market for stolen merchandise.

7. The City Council finds that smoke shops promote the illegal consumption and purchase of illegal drugs by children and minors by increasing their exposure to tobacco paraphernalia that may be used for other drugs, contribute to high concentrations of illegal drug-related uses in certain neighborhoods, and adversely affect the City's economic vitality.

8. The City Council finds that the operating of resale shops in the City often result in after hours illegal dumping outside of these businesses, mostly of items that are not in resale condition, and invites scavengers to go through the illegally dumped items.

9. The City Council finds that tattoo parlors, and the rest of the identified uses in this ordinance pose current immediate threats to the public welfare by creating aesthetically unappealing premises, lowering of surrounding property values, decreasing the City's economic vitality, and resulting in a conflict with General Plan goals and objectives.

10. The City has received several complaints from residents regarding the above mentioned harmful effects associated with these types of establishments, and there is an expectation that additional inquiries and complaints will occur in the future.

11. The City has concluded that the best method of protecting the public safety, health, and welfare is to adopt regulations concerning the operation of new recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, tattoo parlors, or businesses offering related services.

12. The City finds that absent the adoption of this urgency ordinance, the existence of such harmful conditions could cause the City to approve the establishment of one of the above mentioned type of businesses, which in turn would result in an increase in the identified harmful effects.

13. The City Council finds that it is necessary to ensure that these types of businesses are properly located within the City, both to protect the public health, safety and welfare, and to ensure that these businesses are located in a manner that is consistent with the standards, goals and policies of the City's new General Plan; and

14. The City Council finds that it is necessary and desirable to have the Planning Department review and consider the possible adoption of new zoning standards regulating these types of businesses in the City in order to ensure the protection of the public health, safety and welfare, and to ensure that the locations for these types of businesses are established in a manner that is consistent with the standards, goals and policies of the City's General Plan.

15. The City Council recognizes and intends to abide by all applicable state regulations regarding the location of recycling centers to better serve its residents. The City intends to work with the Department of Conservation, Division of Recycling to create proper regulations and conditions regarding recycling businesses.

16. On the basis of the foregoing findings, all evidence on the record including but not limited to testimony from the Staff Report and testimony given by Code Enforcement, the Police Department, and City Staff at the public hearing, the City Council finds that the establishment of new, or the expansion or relocating of existing, recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, tattoo parlors, or businesses offering related services prior to the completion of the Planning Department's review poses a current and immediate threat to the public health, safety and welfare and, in accordance with California Government Code section 65858, which justifies the adoption of an urgency ordinance establishing a moratorium on the above specified uses in the City.

Section 3. Compliance with California Environmental Quality Act

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated Zoning Code review.

Section 4. Severability

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

Section 5. Effective Date

This Ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council and shall be in effect for forty-five days from the date of adoption unless extended by the City Council as provided for in the Government Code.

ADOPTED, THIS 16th day of January, 2007, by the following vote:

AYES: Skoglund, McGarvey, Budge and Sander

NOES: None

ABSENT: Cooley

ABSTAIN: None

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

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ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 06-2007

AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR RELOCATION OF NEW RECYCLING BUSINESSES, CHECK CASHING BUSINESSES, PAWN SHOPS, RESALE SHOPS, SMOKE SHOPS, AND TATTOO PARLORS PENDING THE REVIEW AND POSSIBLE AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SUCH BUSINESSES, TO BECOME EFFECTIVE IMMEDIATELY

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

Section 1. Findings

The Rancho Cordova City Council ("City Council") hereby finds as follows:

A. On January 16, 2007, the City Council of the City of Rancho Cordova adopted Ordinance No. 01-2007 as an urgency ordinance imposing a 45-day moratorium on the establishment, expansion, or relocation of recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, and tattoo parlors.

B. Ordinance No. 01-2007 will, unless extended, expire by its own terms on March 2, 2007.

C. Government Code Section 65858 authorizes the extension of an urgency ordinance, after a noticed public hearing, to prohibit uses of land which may conflict with a contemplated general plan, specific plan or zoning proposal which the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable period of time.

D. City staff is currently in the process of studying the possible adoption of new zoning regulations applicable to recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops, and tattoo parlors in the City.

E. On February 20, 2007, the City Council received and considered a report prepared by staff describing the measures that have been taken to date to alleviate the conditions which led to the adoption of Ordinance 01-2007.

F. On February 20, 2007, the City Council 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.

G. After consideration of all evidence presented and testimony received at both the January 16, 2007, and February 20, 2007, public hearings, the City Council finds that:

   i. The current and immediate threat to the public health, safety and welfare, as described in the findings adopted pursuant to Ordinance No. 01-2007 still exist;

   ii. Without proper regulation, these uses may have serious objectionable impacts on the health, safety and welfare of the residents of the City, especially when

several of them are located in close proximity to each other. Such concentration tends to create a "skid-row" atmosphere and has a deleterious effect upon the adjacent area and businesses.

Section 2. Applicability.

This Ordinance shall apply to the following uses:

A. Recycling Business (minor): For the purpose of this Ordinance, recycling businesses shall mean any businesses whose primary purpose is to purchase empty aluminum beverage containers, bimetal beverage containers, glass beverage containers, plastic beverage containers, or any other beverage containers, including any one or more of those beverage containers, which have a refund value, established pursuant to Division 12.1 of the California Public Resources Code.

B. Check Cashing Businesses: For purposes of this Ordinance, Check Cashing Businesses shall mean any establishment whose primary purpose is to provide check cashing services.

C. Pawn Shops: As specified in City Code Section 4.30.010, Pawn Shop shall mean any room, store, building or other place in which the business of pawnbrokering, or the business of lending money upon person property, pawns or pledges; or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on or conducted.

D. Resale Shops: Also known as "Second Hand Stores" are defined for purposes of this Ordinance, as those establishments whose primary purpose is to receive and sort clothing and/or consumer products for resale, or to resale clothing and/or consumer products, including but limited to, "Thrift Stores," "Salvation Army" stores, "Good Will" stores, and consignment stores.

E. Smoke Shops: Also known as "head shops" or "smoking paraphernalia establishments," smoke shops are defined as those establishments that either: (1) devote more than fifteen percent (15%) of their total floor space to smoking or tobacco paraphernalia, or (2) devote more than a two foot by four-foot (two feet in depth maximum) section of shelf space for display for sale and sale of smoking or tobacco paraphernalia.

F. Tattoo Parlors: For purposes of this Ordinance, a tattoo parlor shall mean any establishment that engages in the business of tattooing and/or branding human beings.

Section 3. Imposition of Moratorium

In accordance with the authority granted the City of Rancho Cordova under Government Code Section 65858, from and after the date of this Ordinance, no use permit, variance, building permit, or any other applicable entitlement for use, including but not limited to the issuance of a business license, shall be approved or issued for the operation of a recycling business, check cashing business, pawn shop, resale shop, smoke shop, and tattoo parlor, and no such business shall be established, expanded or relocated within the City of Rancho Cordova, for a period of ten (10) months and fifteen (15) days. This moratorium shall not apply to the renewal of a business license for an existing recycling business, check cashing business, pawn shop,

resale shop, smoke shop, or tattoo parlor in the City provided the renewal seeks to maintain the business in its existing location.

Section 4. Compliance with California Environmental Quality Act

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated Zoning Code review.

Section 5. 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 6. Effective Date

This Ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council and shall be in effect for ten (10) months and fifteen (15) days from the date of adoption unless extended by the City Council as provided for in the Government Code.

PASSED AND ADOPTED, THIS 20th day of February, 2007, by the following vote:

AYES: Skoglund, McGarvey, Budge and Mayor Sander

NOES: Cooley

ABSENT: None

ABSTAIN: None

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

ATTACHMENT 3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 27-2007

AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, EXPANSION OR RELOCATION OF NEW RECYCLING BUSINESSES, CHECK CASHING BUSINESSES, PAWN SHOPS, RESALE SHOPS, SMOKE SHOPS AND TATTOO PARLORS PENDING THE REVIEW AND POSSIBLE AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SUCH BUSINESSES, TO BECOME EFFECTIVE IMMEDIATELY

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

Section 1. Findings

The Rancho Cordova City Council ("City Council") hereby finds as follows:

A. On January 16, 2007, the City Council of the City of Rancho Cordova adopted Ordinance No. 01-2007 as an urgency ordinance imposing a forty-five (45) day moratorium on the establishment, expansion or relocation of recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops and tattoo parlors.

B. On February 20, 2007, the City adopted Ordinance No. 06-2007 as an urgency ordinance extending the 45-day moratorium on the establishment, expansion, or relocation of recycling businesses, check cashing businesses, pawn shops resale shops, smoke shops and tattoo parlors for an additional period of ten (10) months and fifteen (15) days.

C. Ordinance No. 06-2007 will, unless extended, expire by its own terms on January 4, 2008.

C. Government Code Section 65858 authorizes the extension of an urgency ordinance, after a noticed public hearing, to prohibit uses of land which may conflict with a contemplated general plan, specific plan or zoning proposal which the legislative body, planning commission or the planning department is considering or studying, or intends to study, within a reasonable period of time.

D. City staff is currently in the process of studying the possible adoption of new zoning regulations applicable to recycling businesses, check cashing businesses, pawn shops, resale shops, smoke shops and tattoo parlors in the City.

E. On December 17, 2007, the City Council received and considered a report prepared by staff describing the measures that have been taken and progress made to date to alleviate the conditions which led to the imposition and extension of the moratorium.

F. On December 17, 2007, the City Council 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.

G. After consideration of all evidence presented and testimony received at the January 16, 2007, February 20, 2007, and December 17, 2007 public hearings, the City Council finds that:

i. The current and immediate threat to the public health, safety and welfare as described in the findings adopted pursuant to Ordinances Nos. 01-2007 and 06-2007 still exist;

ii. Without proper regulation, these uses may have serious, objectionable impacts on the health, safety and welfare of the residents of the City, especially when several of them are located in close proximity to each other. Such concentration tends to create a "skid-row" atmosphere and has a deleterious effect upon the adjacent area and businesses.

Section 2. Applicability.

This Ordinance shall apply to the following uses:

A. Recycling Business (minor): For the purpose of this Ordinance, recycling businesses shall mean any businesses whose primary purpose is to purchase empty aluminum beverage containers, bimetal beverage containers, glass beverage containers, plastic beverage containers, or any other beverage containers, including any one or more of those beverage containers, which have a refund value established pursuant to Division 12.1 of the California Public Resources Code.

B. Check Cashing Businesses: For purposes of this Ordinance, Check Cashing Businesses shall mean any establishment whose primary purpose is to provide check cashing services.

C. Pawn Shops: As specified in City Code Section 4.30.010, Pawn Shop shall mean any room, store, building or other place in which the business of pawnbrokering, or the business of lending money upon personal property, pawns or pledges; or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on or conducted.

D. Resale Shops: Also known as "Second Hand Stores" are defined for purposes of this Ordinance as those establishments whose primary purpose is to receive and sort clothing and/or consumer products for resale, or to resale clothing and/or consumer products, including, but limited to, "Thrift Stores," "Salvation Army" stores, "Good Will" stores and consignment stores.

E. Smoke Shops: Also known as "head shops" or "smoking paraphernalia establishments," smoke shops are defined as those establishments that either: (1) devote more than fifteen percent (15%) of their total floor space to smoking or tobacco paraphernalia, or (2) devote more than a two foot by four-foot (two feet in depth maximum) section of shelf space for display for sale and sale of smoking or tobacco paraphernalia.

F. Tattoo Parlors: For purposes of this Ordinance, a tattoo parlor shall mean any establishment that engages in the business of tattooing and/or branding human beings.

Section 3. Imposition of Moratorium

In accordance with the authority granted to the City of Rancho Cordova under Government Code Section 65858, from and after the date of this Ordinance, no use permit, variance, building

permit or any other applicable entitlement for use, including, but not limited to the issuance of a business license, shall be approved or issued for the operation of a recycling business, check cashing business, pawn shop, resale shop, smoke shop and tattoo parlor, and no such business shall be established, expanded or relocated within the City of Rancho Cordova for a period of one (1) year. This moratorium shall not apply to the renewal of a business license for an existing recycling business, check cashing business, pawn shop, resale shop, smoke shop or tattoo parlor in the City, provided the renewal seeks to maintain the business in its existing location.

Section 4. Compliance with California Environmental Quality Act

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated Zoning Code review.

Section 5. 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 6. Effective Date

This Ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council and shall be in effect for one (1) year from the date of adoption.

PASSED AND ADOPTED, THIS 17th day of December, 2007, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

MEMORANDUM

DATE: December 17, 2007

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Steve Harriman, Integrated Waste Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO YEAR EXTENSION TO THE NON-EXCLUSIVE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENTS AND AN ORDINANCE AMENDING ORDINANCE 22-2005 RELATING TO THE REGULATION OF COMMERCIAL SOLID WASTE COLLECTION FRANCHISES**

RECOMMENDATION

1. Adopt Resolution No. 147-2007 Authorizing the City Manager to Execute a Two (2) Year Extension to the Commercial Solid Waste and Recyclables Collection Franchise Agreements between the City of Rancho Cordova and the Commercial Franchisees.

2. Introduce and waive the first reading of Ordinance No. 41-2007 Amending Ordinance No. 22-2005 Relating to the Regulation of Commercial Solid Waste Collection Franchises.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution and Ordinance will authorize the City Manager or his designee to execute two (2) year extensions to the non-exclusive commercial solid waste and recycling collection franchises executed by the City in December 2005 and amended in December 2006.

BACKGROUND AND SUMMARY

On September 2, 2003, the City Council adopted Ordinance No. 15-2003, which established City authority to regulate private solid waste hauling companies that provide waste collection and recycling services to commercial businesses and multi-family complexes in the City of Rancho Cordova. Prior to incorporation, these private solid waste haulers were regulated by the Sacramento Regional Solid Waste Authority ("SWA"), which consists of the City and County of Sacramento and the City of Citrus Heights. Ordinance No. 15-2003 also provided continuation rights for holders of a valid SWA franchise to provide waste collection and recycling services in the City through calendar year 2005.

On November 7, 2005, the City Council adopted a new Commercial Solid Waste Ordinance (No. 22-2005) and adopted Resolution No. 140-2005, which authorized the City Manager to execute new commercial solid waste collection franchises. On December 19, 2005, the City

Manager executed eleven (11) non-exclusive commercial franchises with a one (1) year term.

On December 18, 2006, the City Council adopted Resolution No. 196-2006, which authorized the City Manager to execute one (1) year extensions to the commercial solid waste franchises, which expire on December 31, 2007. Staff wishes to once again amend the eleven (11) commercial franchises, extending them for a period of two (2) years. The attached Ordinance and Resolution will allow such franchises to be extended through December 2009 and authorize the City Manager or his designee to execute those amendments.

FISCAL IMPACT

Section 6 of the Commercial Solid Waste and Recyclables Collection Franchise Agreement requires franchisees to pay an eight percent (8%) franchise fee on gross revenues received for commercial solid waste collection services provided within the City. The eight percent (8%) franchise fee generates revenue in the range of $30,000 per month, or $360,000 per year, paid by the franchisees to the City. The proposed amendment extending the term of the Commercial Solid Waste Collection Franchises will not impact franchise fee revenue.

ISSUES AND DISCUSSION

Staff is currently in the process of evaluating several alternatives for a new Commercial Recycling Ordinance. The primary objective of a new Ordinance is to increase waste reduction and recycling activities from local businesses to ensure compliance with the fifty-percent (50%) waste diversion mandate of the California Integrated Waste Management Act (AB 939).

Among the alternatives currently under review is the newly adopted SWA Commercial Recycling Ordinance, which places certain requirements on local businesses that subscribe to a minimum of 4 cubic yards per week of solid waste collection service. The SWA Ordinance requires these businesses to execute a service agreement with a franchised hauler or certified recycler for recyclables collection service, to place labeled containers for recyclable materials on-site, and to implement an employee education plan. Staff is currently evaluating this and several other alternatives, and will return to Council shortly with an update.

MOTION

"I move that the City Council adopt Resolution No. 147-2007 and introduce and waive the first reading of Ordinance 41-2007."

ATTACHMENTS

1. Resolution No. 147-2007 including Exhibit A - Second Amendment

2. Ordinance No. 41-2007 Amending Ordinance No. 22-2005 Relating to the Regulation of Commercial Solid Waste Collection Franchises.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 147-2007

A RESOLUTION OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENTS BETWEEN THE CITY OF RANCHO CORDOVA AND THE COMMERCIAL FRANCHISEES

WHEREAS, in December 2005 the City executed eleven (11) non-exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements; and

WHEREAS, in December 2006 the City extended the Commercial Franchises for one (1) year through December 31, 2007; and

WHEREAS, City Staff is currently evaluating alternatives for a new Commercial Recycling Ordinance to increase waste reduction and recycling from local businesses; and

WHEREAS, commercial waste reduction and recycling programs are an important component of the City's overall efforts to comply with the 50% waste diversion requirement of AB 939; and

WHEREAS, the City and the Commercial Franchisees mutually agree to extend the Commercial Solid Waste and Recyclables Collection Franchise Agreements for two (2) calendar years in order to allow sufficient time to prepare and implement a new Commercial Recycling Ordinance.

NOW THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

A) The City Manager or his designee is authorized to execute the Second Amendment to the eleven (11) Commercial Solid Waste and Recyclables Collection Franchise Agreements. A copy of the Second Amendment is attached hereto as **Exhibit A**.

PASSED AND ADOPTED by the City Council on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

EXHIBIT A

SECOND AMENDMENT TO THE COMMERCIAL SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ("FRANCHISEE")

This Second Amendment to the Commercial Solid Waste and Recyclables Collection Franchise Agreement Between the City of Rancho Cordova and the Franchisees is made and entered into as of this ____th day of December, 2007 by and between the City of Rancho Cordova, a Municipal Corporation in the State of California ("CITY"), and ("FRANCHISEE").

RECITALS

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

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

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

WHEREAS, the CITY requires all haulers, including governmental and public entities providing commercial solid waste services in the CITY, to obtain a non-exclusive Commercial 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 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 Ordinance 22-2005 and Ordinance ___-2007; and

WHEREAS, commercial waste reduction and recycling programs are an important component of the CITY's overall efforts to comply with the 50% waste diversion requirement of AB 939; and

WHEREAS, the CITY is in the process of evaluating options for the regulation of Franchisees and/or commercial businesses in the CITY in order to ensure sufficient waste reduction and recycling to comply with the 50% diversion mandate of AB 939; and

WHEREAS, in December 2005 the CITY executed several non-exclusive Commercial Solid Waste and Recyclables Collection Franchise Agreements; and

WHEREAS, in December 2006 the CITY executed the First Amendment to the Commercial Solid Waste and Recyclables Collection Franchise Agreements in order to extend the term by one year through December 2007; and

WHEREAS, with this Amendment, CITY and FRANCHISEE desire to amend the Commercial Solid Waste and Recyclables Collection Franchise Agreement by extending the term for two years through December 31, 2009.

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

1. Term of Franchise.

Section 3 "Term of Franchise," subsection (a) is hereby amended to read as follows:

> (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, 2009.

2. Effective Date.

This Amendment shall be effective as of _____, 2007.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year set forth below.

City of Rancho Cordova:

_____
Ted A. Gaebler, City Manager

_____
Date

Attest:

_____
City Clerk

_____
Date

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

_____
Date

Franchisee:

_____
Signature

_____
Date

CITY OF RANCHO CORDOVA

ORDINANCE NO. 41-2007

AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA AMENDING CITY ORDINANCE 22-2005 RELATING TO THE REGULATION OF COMMERCIAL SOLID WASTE COLLECTION FRANCHISES

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

Section 1. Purpose and Declarations.

WHEREAS, on November 21, 2005, the City adopted Ordinance 22-2005 regulating commercial solid waste collection, transportation and disposal, and establishing the authority of the City to issue non-exclusive commercial solid waste collection franchises; and

WHEREAS, this Ordinance amends Ordinance 22-2005 by providing the City with the authority to extend the term of the Commercial Solid Waste Collection Franchises through December 31, 2009; and

WHEREAS, the City requires all haulers 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 on the local environment; and

WHEREAS, the City and the haulers acknowledge that commercial waste reduction and recycling efforts are important components of the City's overall efforts to comply with the 50% waste diversion mandates of AB 939; and

WHEREAS, City Staff is currently working with the haulers and the local business community on a new Commercial Recycling Ordinance to increase waste reduction and ensure compliance with AB 939. The ability to extend current Solid Waste Collection Franchises through December 31, 2009 will allow Staff sufficient time to prepare such Ordinance.

Section 2. Amendment

Rancho Cordova Ordinance 22-2005, Section 14, "Termination or Suspension of Franchise," Subsection (A) is hereby amended to read as follows:

"A. Franchises granted pursuant to this ordinance shall terminate on December 31, 2009. 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."

Section 3. Severability

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. Effective Date

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

ADOPTED, THIS 17th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Katja Irvin, Assistant Planner

SUBJECT: **FITE CORPORATE CENTER BUILDINGS B & C, DESIGN REVIEW**

PROPERTY OWNER/APPLICANT:
Fite Development
Charles Fite
9857 Horn Road
Sacramento, CA 95827

PROJECT:	Fite Corporate Center Buildings B & C, Design Review
FILE:	RC-07-306
LOCATION:	10101 & 10121 Old Placerville Road
APN:	077-0360-033 & 077-0360-035
PLANNER:	Katja Irvin, Assistant Planner

RECOMMENDATION

City Council find the project exempt from CEQA review by general rule pursuant to CEQA Guidelines Section 15061(b)(3) and adopt Resolution No. 134-2007 approving the Design Review for Fite Corporate Center Buildings B & C, Project No. RC-07-306, subject to the findings, evidence, Design Package (Exhibit A), and Conditions of Approval (Exhibit B).

RESULT OF RECOMMENDED ACTION

Buildings B and C will complete development of the Fite Corporate Center, adding about 145,000 square feet. The final two buildings will complement Building A, which was constructed under the County entitlements, and will also complement the office development occurring in the Mather Field Redevelopment Area nearby.

BACKGROUND

The proposed project is a minor design modification of the second phase of three office buildings approved by the County of Sacramento in December 1999. Building A was constructed in 2000 and now the applicant is submitting the revised plans for Buildings B and C for Design Review consideration.

The location of the proposed project is shown in Figure 1. A new charter high school is under construction across the street to the north, offices are located to the east, single

family residences are located to the west, and the land across Old Placerville Road to the south (under County of Sacramento jurisdiction) is vacant. Steep drops from both Routier Rd. and Old Placerville Rd. to the site have a large impact on the site plan.

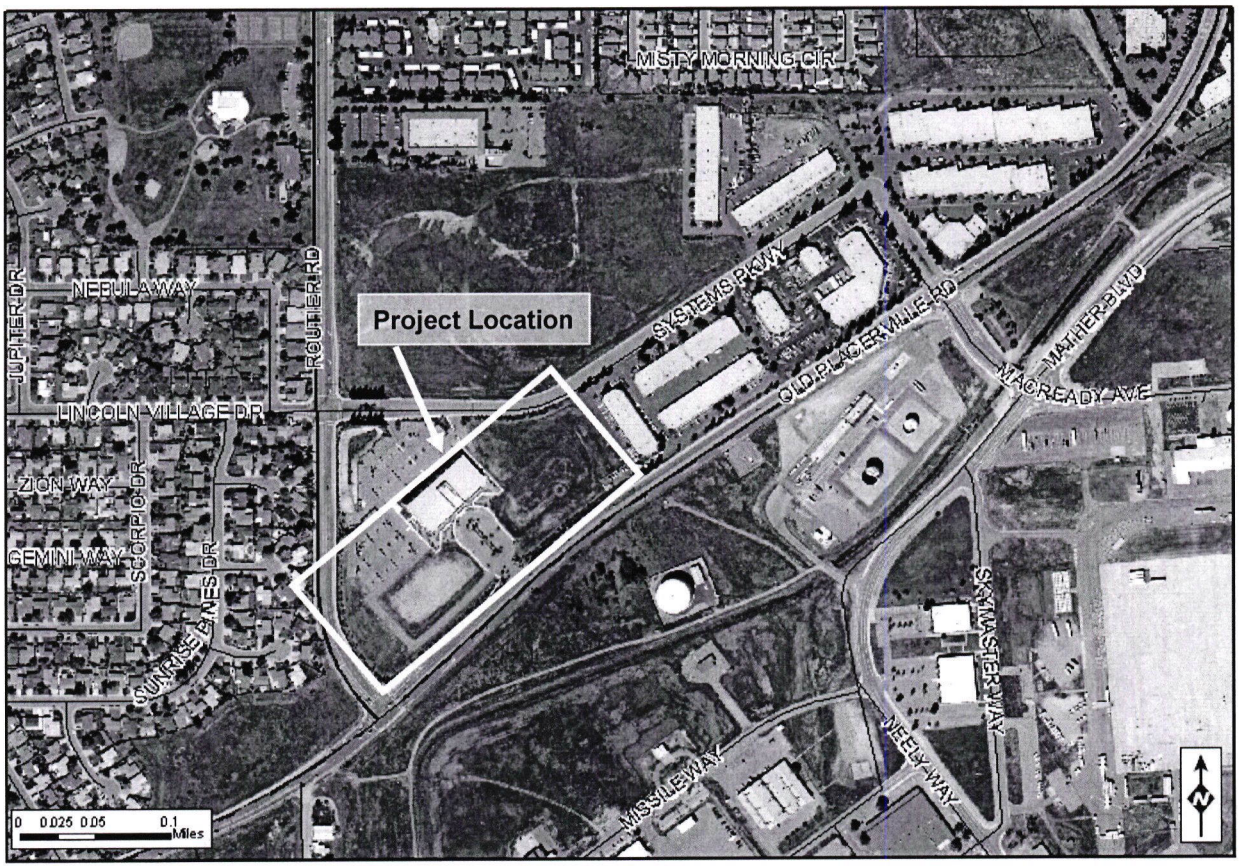


Figure 1. Site Location

See **Attachment 1, Resolution No. 134-2007**, for evidence showing that the proposed project is consistent with the City of Rancho Cordova General Plan, Zoning Code, and Design Guidelines. For more information about the analysis of the building and site design for this project, including pedestrian and bicycle features, see **Attachment 2, Checklist for Office and Office Mixed Use Projects**.

The design of the buildings is consistent with other building forms nearby and will enhance the area. The building layout is designed to promote a campus appearance, and includes pedestrian connections to the public right of way. The architecture and landscaping are distinctive. In addition, bicycle facilities and green building features will help to protect the environment.

Although the proposed project meets most of the design guidelines, the buildings are set back farther than suggested in the Design Guidelines. However, such large setbacks are typical of office parks in the area. Also, due to the terrain of the site, placing the buildings closer to Old Placerville Road would create difficulties with vehicular ingress and egress and a need for large retaining walls adjacent to Old Placerville. At the

request of staff, the applicant has agreed to enhance the corner of Old Placerville and Routier with enhanced landscaping to soften and add color, improving the relationship of the project to this intersection.

Green Technology

Many "Green" building features will be used in the building design. The use of 407c HFC green refrigerant, which is worth 1 LEED point, will help protect the ozone layer. An energy reclaim wheel will be employed to capture energy that would exhaust out of the building, which will improve indoor air quality (providing 1 LEED point) and reduce the energy needed for heating. Use of a "dolphin" will treat water without chemicals (reducing pollution) and reduce water use, which is worth 1 LEED point. The building HVAC system will reduce energy use by 25.9% over Title 24, which is worth 5 LEED points.

Right-of-way Acquisition

Old Placerville Rd. has been identified for future road widening by the Public Works Department to accommodate a six lane road, according to the General Plan. The current alignment would require the acquisition of 21 feet of property from this project, along the Old Placerville Road frontage. The site plan has reserved the necessary future road alignment as far as building setbacks are concerned. However, the overall site plan does not allow for the future improvements without significantly impacting both the internal circulation of vehicles and the parking inventory.

CONCLUSION

The proposed project will enhance the office campus district that is developing in this area of Rancho Cordova near Mather Field Airport. The scale and site layout of the project is compatible with surrounding buildings and will enhance the area with extensive landscaping and distinctive buildings. The building elevations are well designed, including a variety of architectural features and materials, variations in the roofline, articulations to the façade, and special lighting features. The project meets the intent of the City's Design Guidelines for office projects. The Planning Commission is recommending the City Council approve **Resolution No. 134-2007**.

ATTACHMENTS

1. Resolution No. 134-2007 including Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Rancho Cordova Design Guidelines Checklist for Office and Office Mixed Use Projects
3. Letter from Fite Development regarding Conditions of Approval
4. Minutes of October 11, 2007 Meeting of the Planning Commission
5. 500' Radius Map and Mailing List

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 134-2007

A RESOLUTION OF THE CITY COUNCIL APPROVING DESIGN REVIEW FOR FITE CORPORATE CENTER BUILDINGS B & C PROJECT # RC-07-306

WHEREAS, Fite Development (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for two new two-story, 72,924-square-foot office buildings at 10101 and 10121 Old Placerville Road (Assessor's Parcel Numbers 077-0360-033 & 077-0360-035); and

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

WHEREAS, the project is exempt from review under the California Environmental Quality Act (CEQA) by general rule, pursuant to CEQA Guidelines Section 15061(b)(3); 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, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA AS FOLLOWS:

1. That the project site was adequately analyzed according to the California Environmental Quality Act Guidelines.

   Finding
   The proposed project is exempt from CEQA review by general rule pursuant to CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) allows a project to be exempted from CEQA review when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

   Evidence
   The County of Sacramento approved the construction of three office buildings in December 1999. One building was fully constructed, the lots for buildings B and C were subdivided, and the building pads were graded for the two future buildings. For the purposes of the environmental analysis, it was determined that the "project" subject to CEQA review by the City consists of the incremental difference between the design plans approved by Sacramento County in 1999 and the currently proposed design being contemplated by the City.

   The proposed project is substantially similar to the project that was approved by Sacramento County in 1999. In general, design modification is an activity that may have the potential to have a significant impact on the environment. The changes between the plans approved by Sacramento County in 1999 and those currently being contemplated for approval by the City would not result in any new physical impacts to the environment. Therefore, the proposed project is exempt from CEQA review by general rule pursuant to CEQA Guidelines Section 15061(b)(3).

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:

a) Finding
The proposed project is consistent with the objectives of the General Plan, complies with applicable Zoning regulations and Special Planning Area provisions, and is consistent with the applicable "Guiding Principles" and "Design Concepts" in section 110-84.

Evidence
The proposed project is consistent with the General Plan land use concept for the Countryside / Lincoln Village Planning Area which states, "[a]t the intersection of Routier and Old Placerville Road, the new office mixed-use designation will allow for existing and new offices to be developed with commercial and/or residential uses integrated horizontally or vertically." This designation also allows an office park without mixed uses to be developed.

The project will support several General Plan goals and policies as follows:

- Urban Design Goal UD.3 aims to create a unique project identity that contributes to the overall character of the District and City. The proposed project implements Policy UD.3.2 by creating safe, inviting, and functional pedestrian and cyclist environments for an office project (for more detail, see Evidence for Finding 2c below).
- Urban Design Goal UD.4 aims to ensure that projects are designed in keeping with the context of surrounding areas and overall community. The proposed project implements Policy UD.4.2 because it is compatible with surrounding development in ways that contribute to the desired character of the City by creating a variety of office and commercial mixed-use developments along Old Placerville Road.
- Economic Development Goal ED.1 aims to diversify Rancho Cordova's economy by facilitating and encouraging land uses that provide substantial and sustainable fiscal benefits to the City and residents. The proposed project implements Policy ED.1.2 with construction of 145,000 square feet of new office space to help serve the current and future needs of the community.

The project is in the Industrial Office Park (MP) zone as designated on the City Zoning Map. Business and professional office uses are permitted by right in the MP land use zone and the project meets the development standards of the MP zone.

The applicable "Guiding Principles" and "Design Concepts" in section 110-84 are further defined by the City of Rancho Cordova Design Guidelines and are satisfied by this project as described by the facts and findings discussed below.

b) Finding
The proposed architecture, site design, and landscaping are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence
The concrete tilt-up structure used for the main mass of the buildings is the predominant building type developed along Old Placerville Road and in the nearby Mather Field Campus District. Due to the size of the new buildings, the architect has employed several architectural features to break up the building masses. At the front entries, tall vertical elements with metal cladding run up the surface creating a visual

icon identifying the main entry point from Old Placerville Road. In the evening, up-lighting fixtures will accent the building face and the metal cladding. At both ends of the building are glass clad stairwells that project out from the main façade, creating an interesting shape to the overall structure.

The relationship between the buildings on the site is symmetrical with an oval entrance roadway circling in between the buildings from Old Placerville Rd. This site layout creates a formal appearance to the street and adds stature to the Old Placerville corridor. The site landscaping supports the formal site layout and provides much greenery along the site perimeter. The use of stone and water features at the head of the entry oval enhances the sophisticated character of the project.

c) Finding
The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence
Several architectural features elevate the quality of the design above that of nearby buildings. Curtain walls of windows, structural articulation and building off-set add distinction to the façades. The roofline silhouette is broken up through the use of cornices at main entries and changes in parapet heights at the end of each building wing. Main building entries are further accented using awnings with down-lighting, recessed entries, and blue slate tile accents, which provide relief to the otherwise repetitive facades. Tile accents above the second-floor windows also add character to the buildings. The stairwells located towards the entry oval have interior vertical light shafts, which become illuminated architectural sculptures at night, emphasizing the central focal point of the site.

d) Finding
The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence
Pedestrian connections are provided from the public sidewalk to the building entrances from Old Placerville and from Systems Parkway. The site has pedestrian-friendly features: internal sidewalks are 6' wide and bollard lights are used to accent and illuminate these walkways; the buildings have wide entry areas with special Bomanite concrete paving and canopies for weather protection; and two areas with benches are provided between the buildings.

Visible, well-lit locations have been provided for bicycle parking near building entrances. Bike parking areas are paved with Bomanite and are shaded like the pedestrian areas on the site. A shower facility with lockers will be incorporated within both men's and women's restrooms on the first floor of each building.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

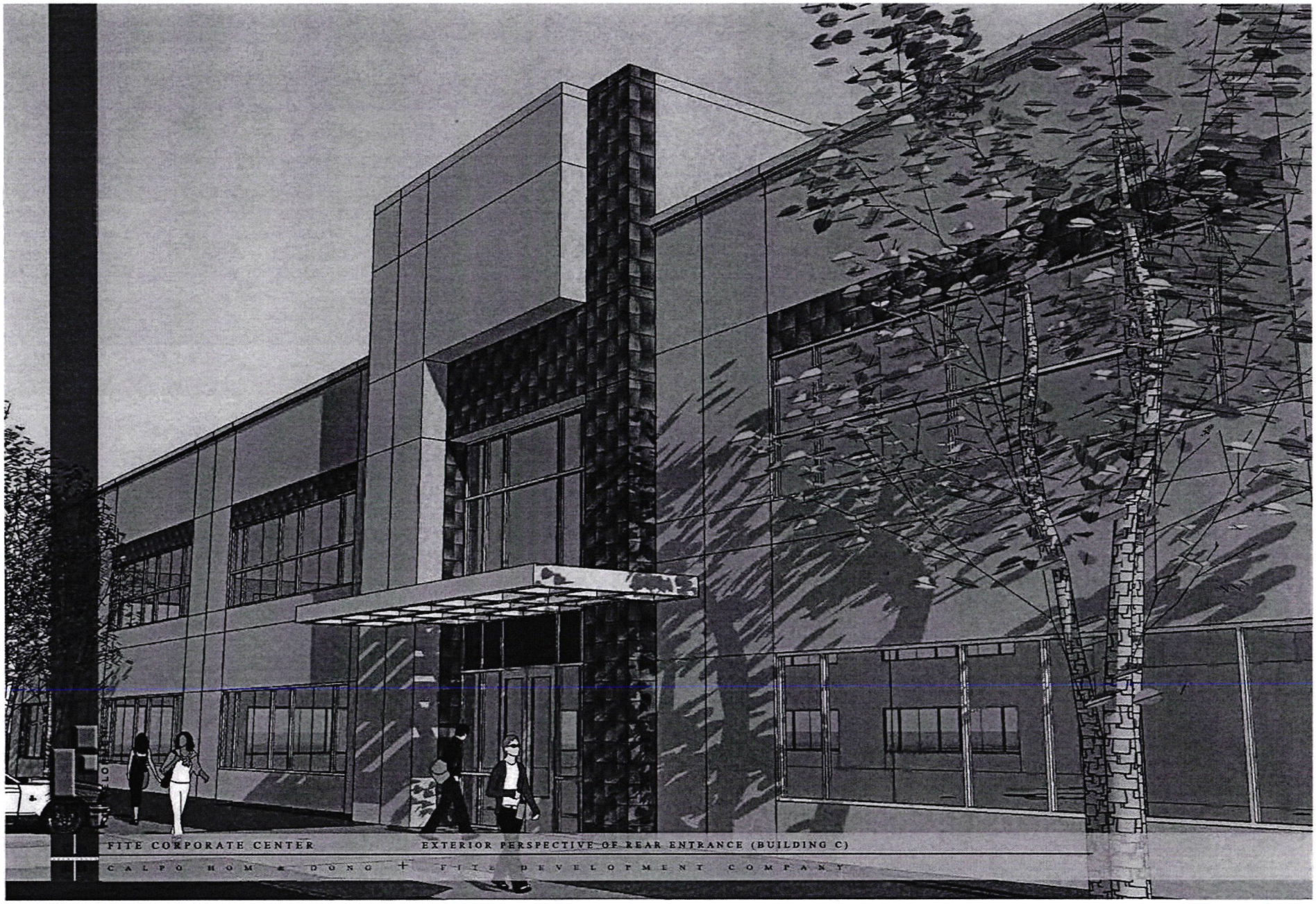
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Linda Budge, Mayor

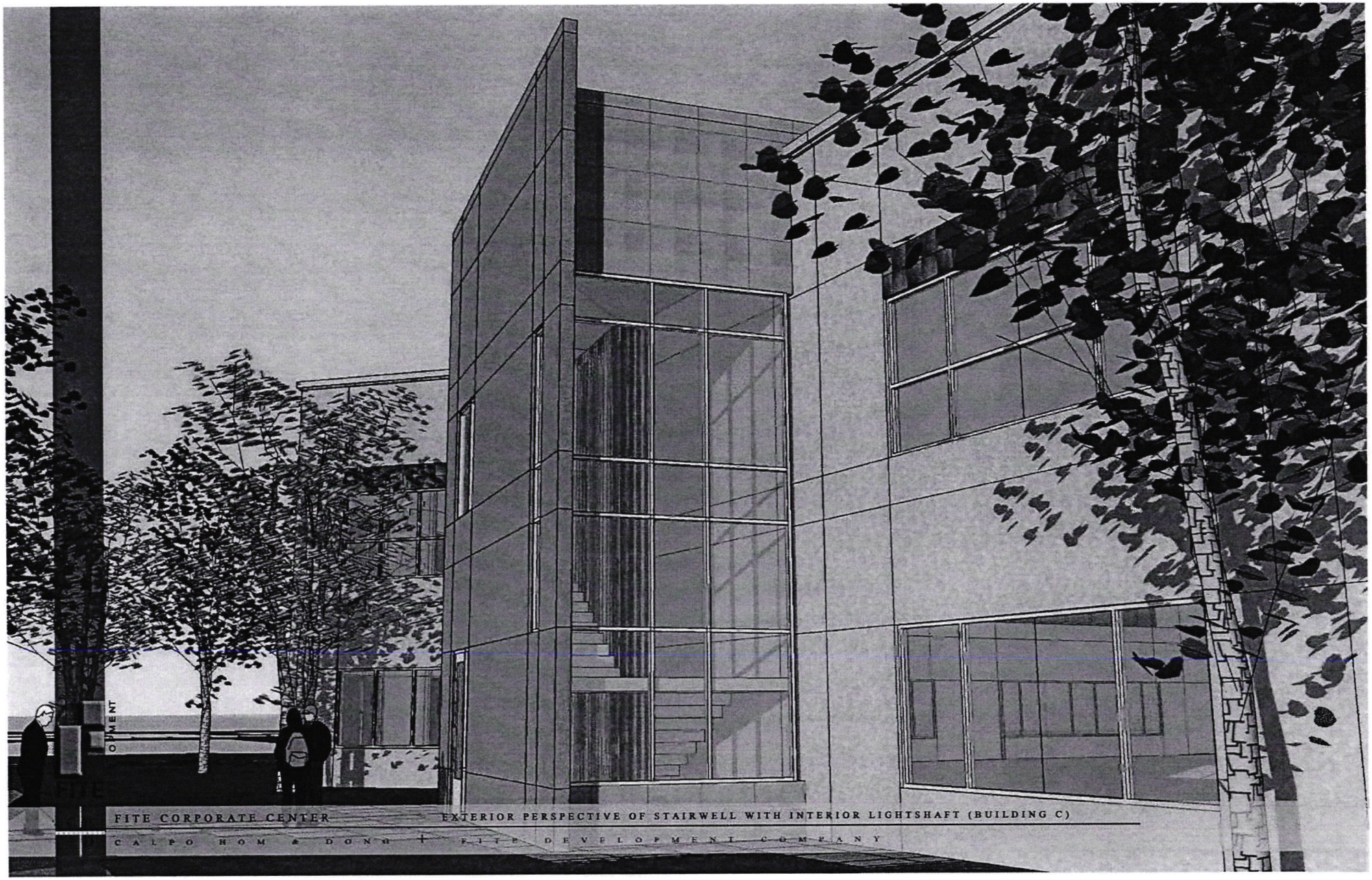
ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk


FITE DEVELOPMENT
FITE CORPORATE CENTER
EXTERIOR PERSPECTIVE OF MAIN ENTRANCE (BUILDING C)
CALPO HOM & DONG + FITE DEVELOPMENT COMPANY

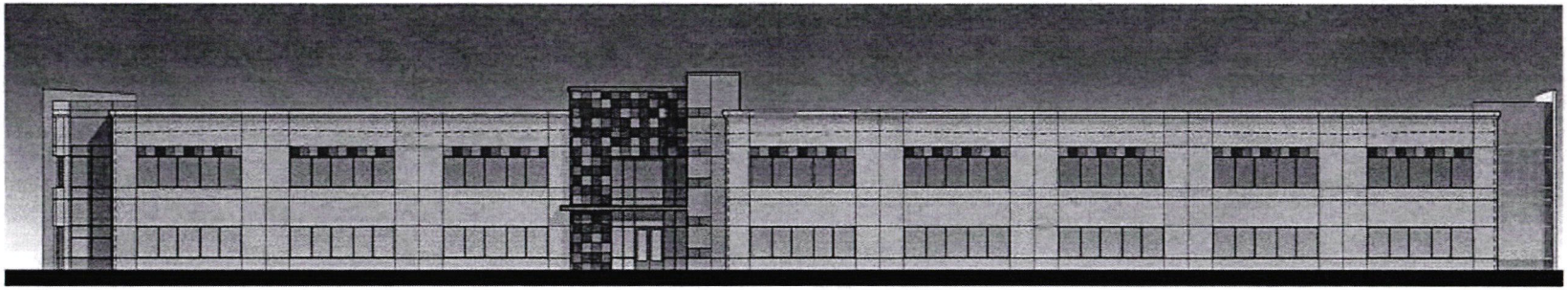
EXHIBIT A


FITE CORPORATE CENTER
EXTERIOR PERSPECTIVE OF REAR ENTRANCE (BUILDING C)
CALPO HOM & DONG + FITE DEVELOPMENT COMPANY



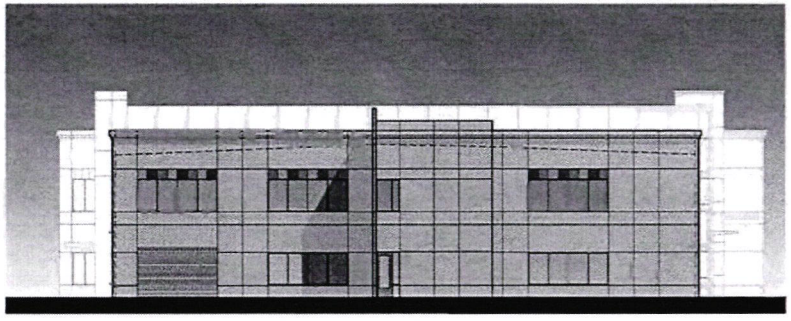
FITE CORPORATE CENTER — EXTERIOR PERSPECTIVE OF STAIRWELL WITH INTERIOR LIGHTSHAFT (BUILDING C)

CALPO HOM & DONG + FITE DEVELOPMENT COMPANY



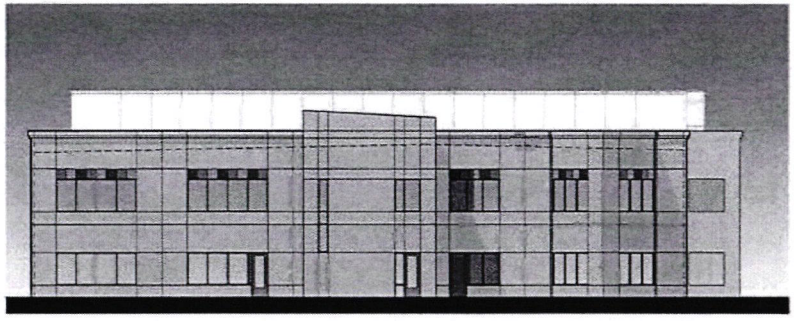
SOUTH-EAST ELEVATION (BUILDING B) - FRONT

SCALE : 3/32" = 1'-0"



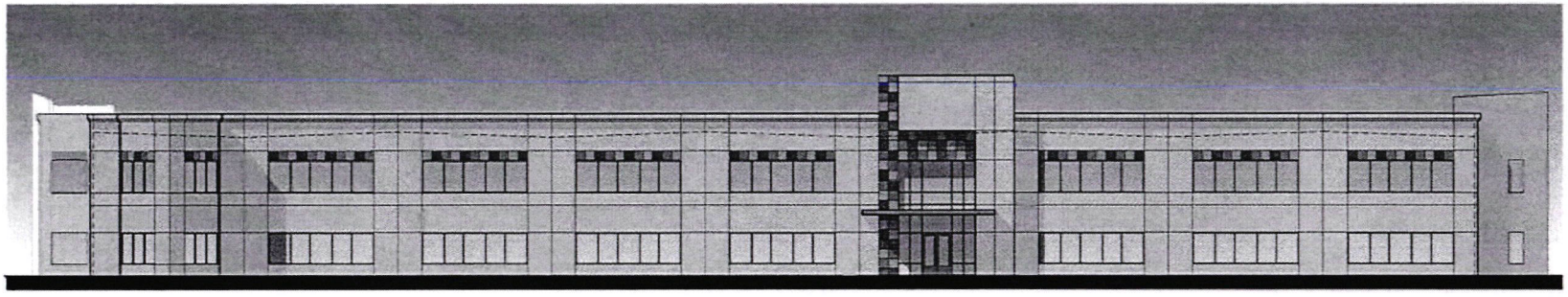
SOUTH-WEST ELEVATION (BUILDING B) - PARKING LOT SIDE

SCALE : 3/32" = 1'-0"



NORTH-EAST ELEVATION (BUILDING B) - COURTYARD SIDE

SCALE : 3/32" = 1'-0"



NORTH-WEST ELEVATION (BUILDING B) - BACK

SCALE : 3/32" = 1'-0"

C | H
& | D
calpo ham & dong

architects
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Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

EXTERIOR ELEVATIONS

The undersigned architect does not represent that these plans or the specifications is complete herewith are suitable, whether or not modified for any other site than the one for which they were specifically prepared. The undersigned disclaims responsibility for these plans and specifications if they are used in whole or in part at any other site.

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LICENSED ARCHITECT
RANDLE RAY HENSONS
C-22048
STATE OF CALIFORNIA

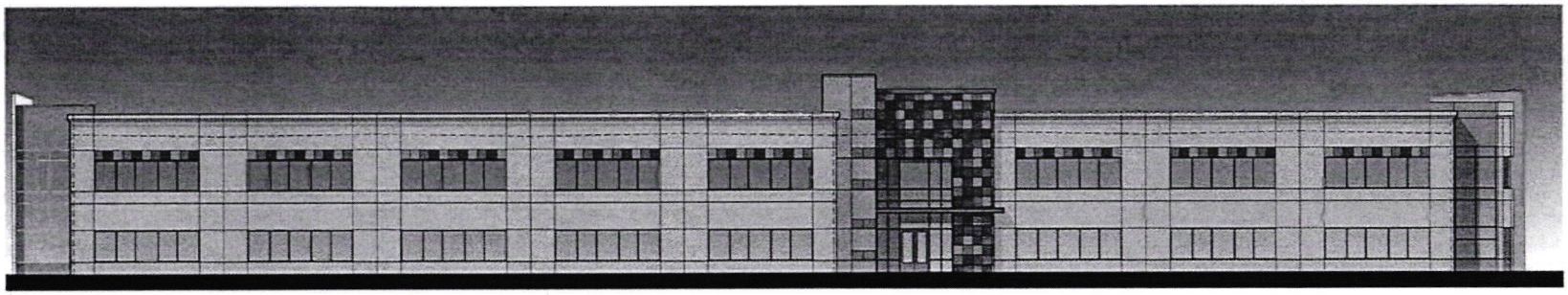
NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	SITE CIS FOR TEAM COORDINATION
-	5.03.07	SENT CIVICS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

CONTRACT
JULY 9TH, 2006

Drawing No.

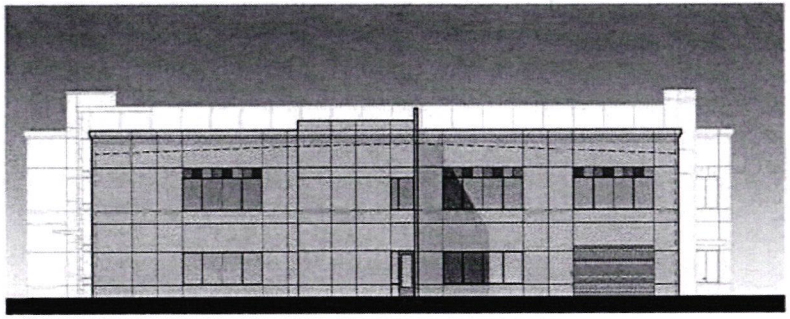
A3.1

OF SHEETS



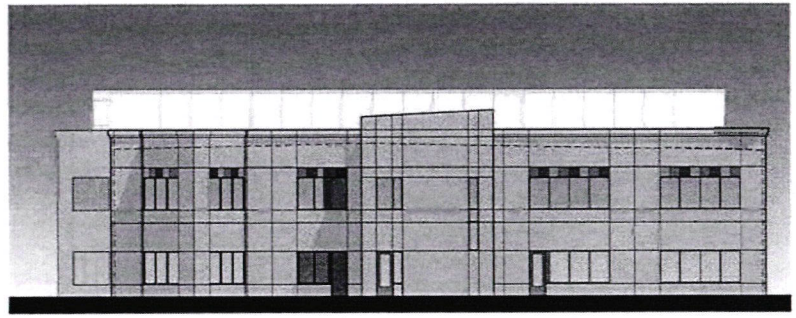
SOUTH-EAST ELEVATION (BUILDING C) - FRONT

SCALE : 3/32" = 1'-0"



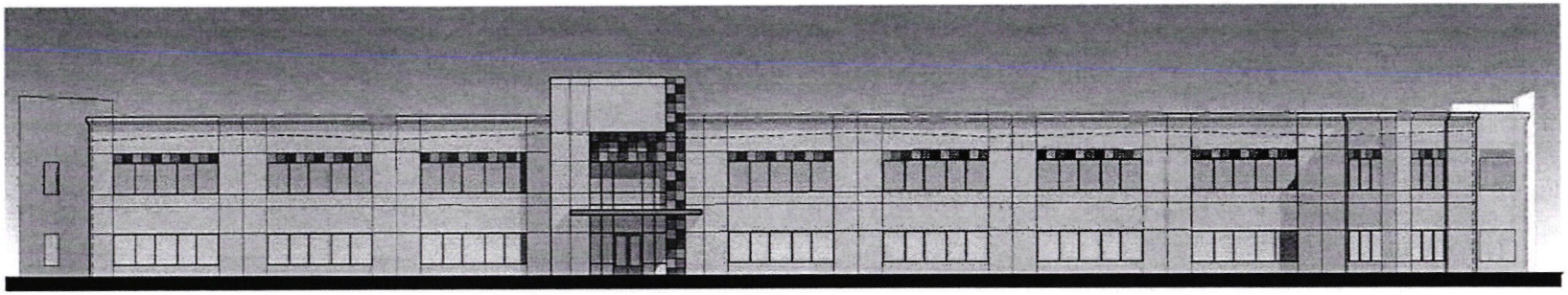
NORTH-EAST ELEVATION (BUILDING C) - PARKING LOT SIDE

SCALE : 3/32" = 1'-0"



SOUTH-WEST ELEVATION (BUILDING C) - COURTYARD SIDE

SCALE : 3/32" = 1'-0"



NORTH-WEST ELEVATION (BUILDING C) - BACK

SCALE : 3/32" = 1'-0"

C | H
architecture & design
& | D

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ALAN C. HOH 015978
DENNIS DENG 018193
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Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

EXTERIOR ELEVATIONS

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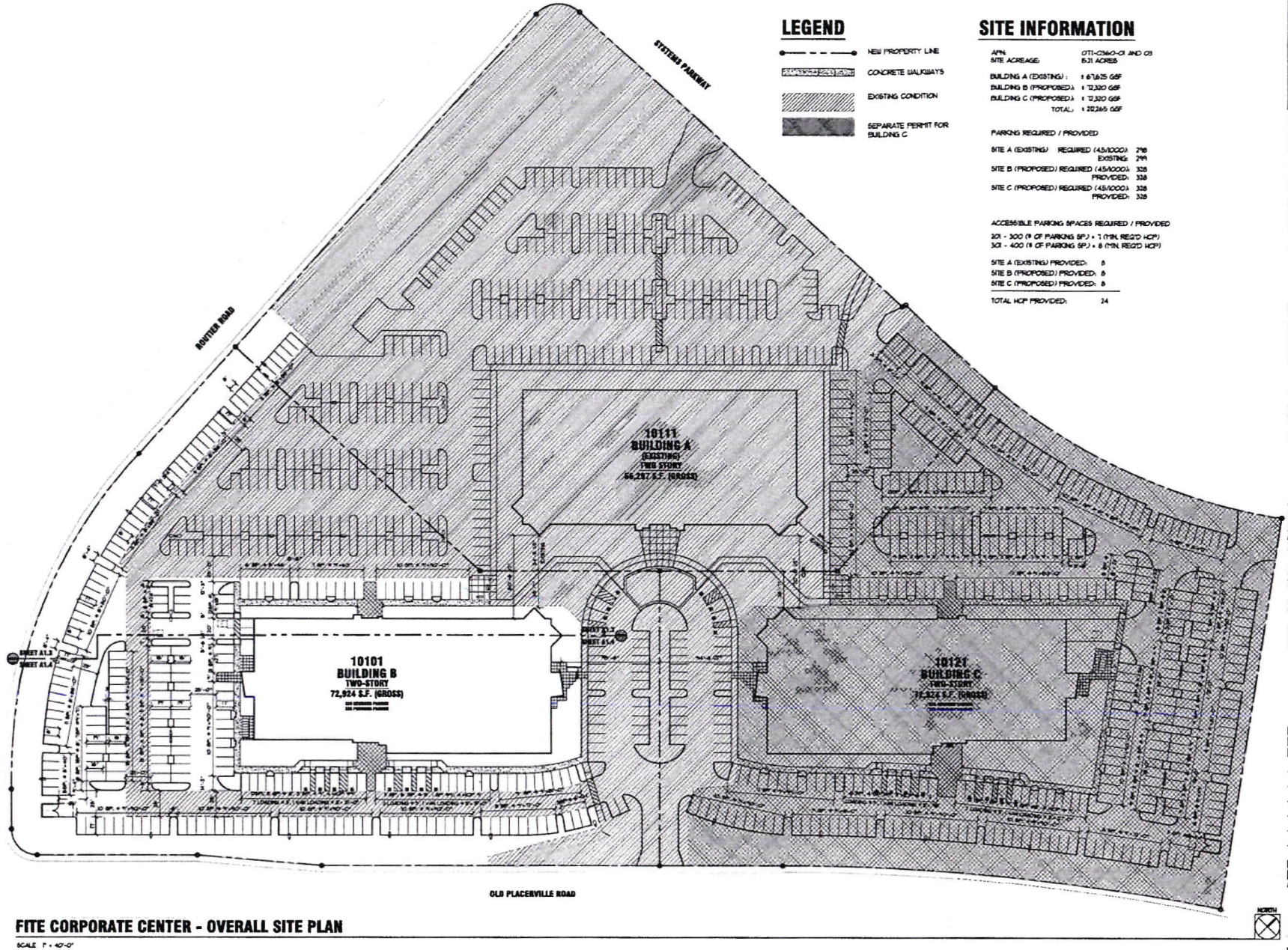
LICENSED ARCHITECT LEANDRE RAY RENDINE C-22048 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
-	6.14.07	SDE CD FOR TEAM COORDINATION
-	5.03.07	SENT DWGS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CONFIRMED	
	JULY 31st, 2006	

Drawing No.

A3.1

OF SHEETS



LEGEND

- NEW PROPERTY LINE
- CONCRETE WALKWAYS
- EXISTING CONDITION
- SEPARATE PERMIT FOR BUILDING C

SITE INFORMATION

APN: 071-0360-01 AND 03
SITE ACREAGE: 8.31 ACRES

BUILDING A (EXISTING) : ± 61,675 GSF
BUILDING B (PROPOSED) ± 72,320 GSF
BUILDING C (PROPOSED) ± 72,320 GSF
TOTAL: ± 202,665 GSF

PARKING REQUIRED / PROVIDED

SITE A (EXISTING) REQUIRED (4.5/1000) 278
EXISTING: 299
SITE B (PROPOSED) REQUIRED (4.5/1000) 326
PROVIDED: 328
SITE C (PROPOSED) REQUIRED (4.5/1000) 326
PROVIDED: 328

ACCESSIBLE PARKING SPACES REQUIRED / PROVIDED

201 - 300 (1 OF PARKING SP.) = 7 (MIN. REQ'D HCP)
301 - 400 (1 OF PARKING SP.) = 8 (MIN. REQ'D HCP)

SITE A (EXISTING) PROVIDED: 8
SITE B (PROPOSED) PROVIDED: 8
SITE C (PROPOSED) PROVIDED: 8

TOTAL HCP PROVIDED: 24

FITE CORPORATE CENTER - OVERALL SITE PLAN

SCALE 1" = 40'-0"

C | H
Calfo Poon & Wong
& | D

principals
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DENNIS DONG 012183
ANDY C. KWONG 026808

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Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

SITE

The undersigned architect does not represent these plans or the specifications in connection therewith are authentic, whether or not modified for any other site than the one for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part at any other site.

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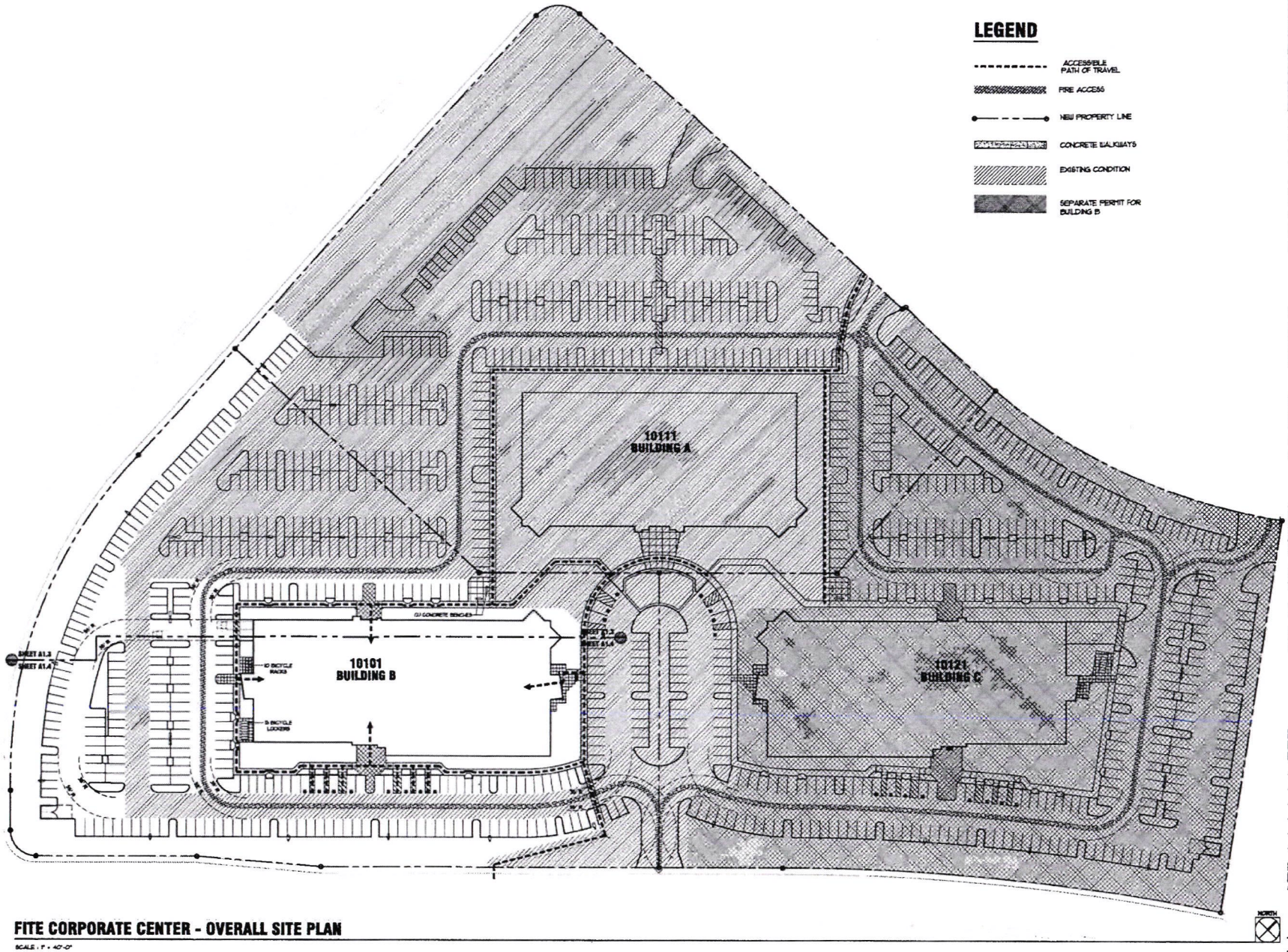
LICENSED ARCHITECT
LORRIE A. MONSENE
C-22048
STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.19.07	DESIGN REVIEW RE-SUBMITTAL
–	08.05.07	BASIC PLAN CHECK SUBMITTAL
–	6.14.07	SITE CIT FOR BSM COORDINATION
–	5.03.07	SEND DWGS TO DESIGN BSM FOR COORDINATION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/16/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
–	CD#8400	
–	JULY 26th, 2006	

Drawing No.

A1.1

OF SHEETS



FITE CORPORATE CENTER - OVERALL SITE PLAN

SCALE : 1" = 40'-0"

C | H
calpa hom & duong
& | D

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Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

SITE ACCESSIBILITY & FIRE ACCESS PATH PLAN

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LICENSED ARCHITECT LOANGLE RAY NONGNIC C-22048 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	SITE CD FOR TCM COORDINATION
-	5.03.07	SEND DWGS TO DESIGN TCM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES FOR MEETING @ 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	COMMENTS	
	JULY 3th, 2006	

Drawing No.

A1.2

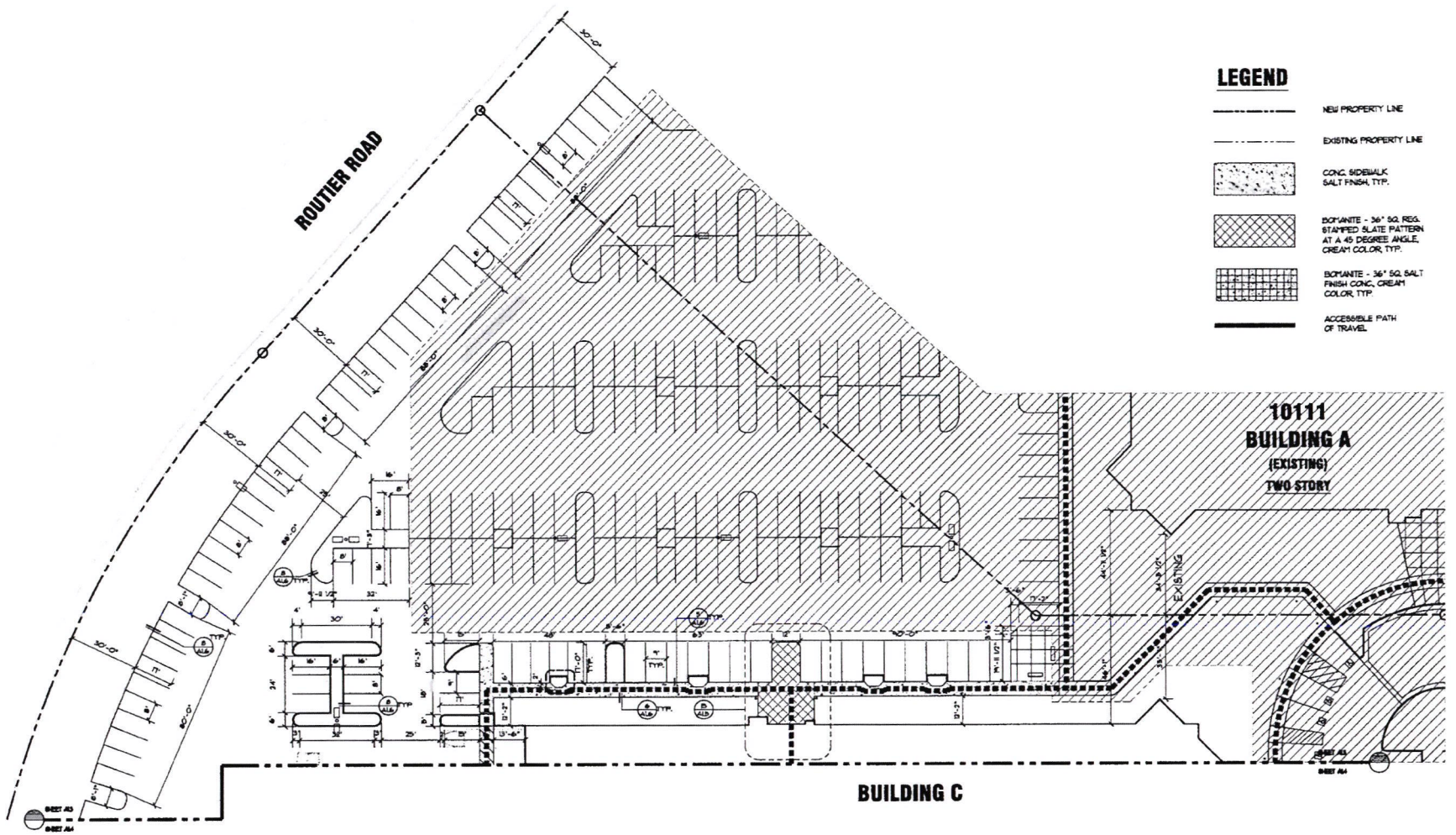
OF SHEETS

GENERAL NOTE

1. ALL STRIPING TO BE WHITE
2. ALL WALKWAYS CONNECTED DIRECTLY TO PUBLIC WALKWAYS ARE AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE.
3. ALL ACCESSIBLE ROUTES OF TRAVEL HAVE 1/2" CHANGES IN ELEVATION.
4. ALL ACCESSIBLE ROUTES OF TRAVEL ARE MINIMUM 48" IN WIDTH AND AND HAVE A MAXIMUM 1/4" PER FOOT SIDE SLOPE.
5. ALL ACCESSIBLE ROUTES OF TRAVEL WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (I.E. 1:20) SHALL HAVE RAMPS COMPLYING WITH CBC 1133B.5.

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- CONC. SIDEWALK SALT FINISH, TYP.
- BOMANITE - 36" SQ. REG. STAMPED SLATE PATTERN AT A 45 DEGREE ANGLE, CREAM COLOR, TYP.
- BOMANITE - 36" SQ. SALT FINISH CONC., CREAM COLOR, TYP.
- ACCESSIBLE PATH OF TRAVEL



FITE CORPORATE CENTER - ENLARGE SITE PLAN

SCALE : 1" = 30'-0"

C|H
calpa hom & dong
&D

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ALAN C. HOM	C19979
DENNIS DONG	C12185
ANDY C. KWONG	C26563

LONNIE R. HEYDORN	C22048
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Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

ENLARGE SITE

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LICENSED ARCHITECT LONNIE RAY HEYDORN C-22048 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
	09.19.07	DESIGN REVIEW RE-SUBMITTAL
	09.05.07	INITIAL PLAN CHECK SUBMITTAL
	6.14.07	50% CD FOR TEAM COORDINATION
	5.03.07	SENT DWGS TO DESIGN REVIEW FOR COORDINATION
	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/14/07
	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

CONTRACT
JULY 3th, 2006

Drawing No.

A1.3

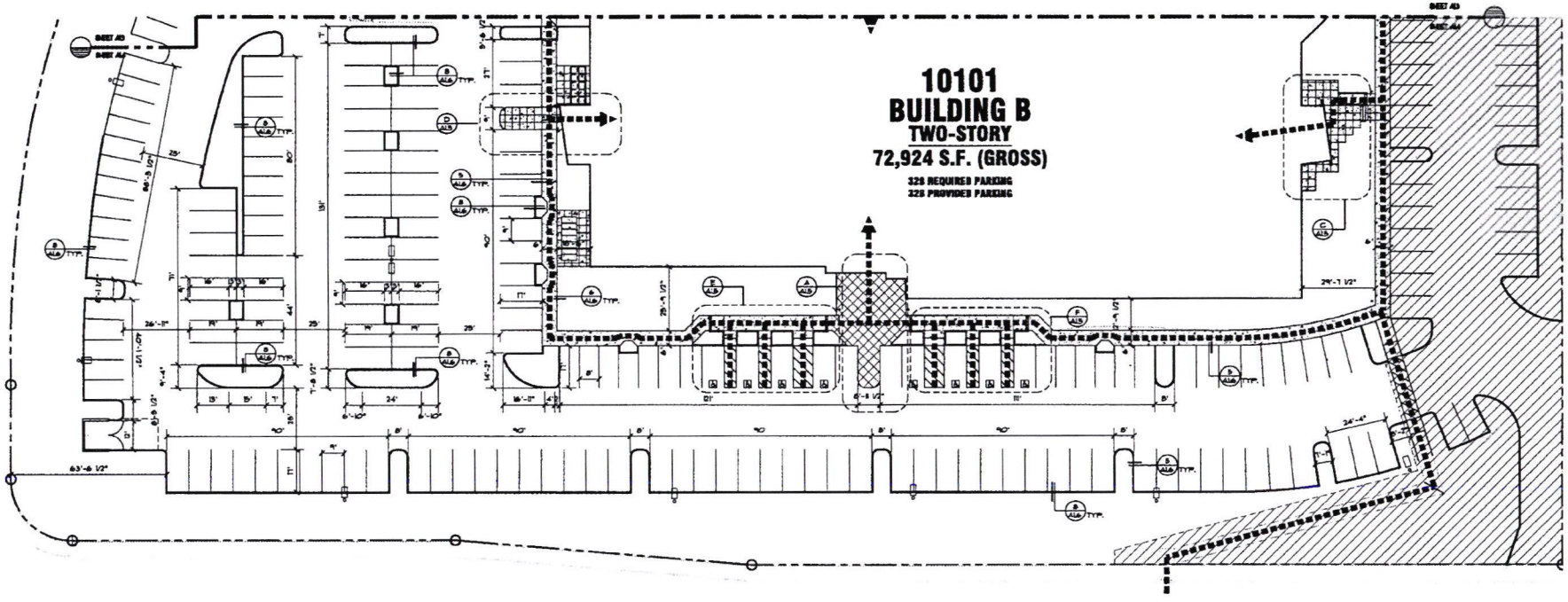
OF SHEETS

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- CONC. SIDEWALK SALT FINISH, TYP.
- BOMANITE - 36" SQ. REG. STAMPED SLATE PATTERN AT A 45 DEGREE ANGLE, CREAM COLOR, TYP.
- BOMANITE - 36" SQ. SALT FINISH CONC., CREAM COLOR, TYP.
- ACCESSIBLE PATH OF TRAVEL

GENERAL NOTE

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2. ALL WALKWAYS CONNECTED DIRECTLY TO PUBLIC WALKWAYS ARE AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE.
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5. ALL ACCESSIBLE ROUTES OF TRAVEL WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (I.E. 1:20) SHALL HAVE RAMPS COMPLYING WITH CBC 1133B.5.



FITE CORPORATE CENTER - ENLARGE SITE PLAN

SCALE: 1" = 30'-0"

C|H
tolpa hom & dung
&|D

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Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

ENLARGE SITE

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LICENSED ARCHITECT LONNIE RAY HOSKINS C-22046 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.19.07	DESIGN REVIEW RE-SUBMITTAL
–	09.05.07	INITIAL PLAN CHECK SUBMITTAL
–	6.14.07	50% CD FOR TOWN COORDINATION
–	5.03.07	SENT DWGS TO DESIGN TEAM FOR COORDINATION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
		CONCEPT
		JULY 26th, 2006

Drawing No.

A1.4

OF SHEETS

LEGEND

CONCRETE TILT-UP PANEL

- IDE - BUILDING PAPER OV ½" PLYWOOD OV METAL STUD.

INTERIOR WALL, NON RATED: ONE LAYER ⅝" GYP. BD. EA SIDE OV 3⅝" METAL STUDS @ 16" O.C., 3½" GLASS FIBER ACOUSTICAL INSULATION BATTS, DECK TO DECK FULL HT.

INTERIOR WALL, 1 HOUR RATED TUNNEL: ONE LAYER ⅝" TYPE 'X' GYP. BD. EA SIDE OV 3⅝" METAL STUDS @ 16" OC, ACOUSTICAL INSULATION BATTS. TERMINATE AT 1-HR RATED TUNNEL LID ABOVE. CONSTRUCT W

INTERIOR SHAFT WALL, 1 HOUR RATED: ONE LAYER 5/24" TYPE 'X' GYPSUM PANELS INSERTED BETWEEN 2 1/2" FLOOR AND CEILING J RUNNERS WITH H SECTION OF 2 1/2" PROPRIETARY VENTED C-H STEEL STUDS BETWEEN PANELS. OPPOSITE SIDE: ONE LAYER 5/8" PROPRIETARY TYPE X GYPSUM SHEETROCK OR GYPSUM VENEER BASE APPLIED PARALLEL TO STUDS WITH 1" TYPE S DRYWALL SCREWS 12" OC.

CONSTRUCT IN ACCORDANCE W/ GA + FILE NO. MP-7008

FUTURE WALL (SEPARATE PERMIT)

CEILING LEGEND

SOFFIT - GYP. BD. CLG. 3⅝" METAL CLG. JOIST @ 24" O.C. W/ (1) LAYER ⅝" TYPE 'X' GYP. BD. @ EXPOSED LOCN.

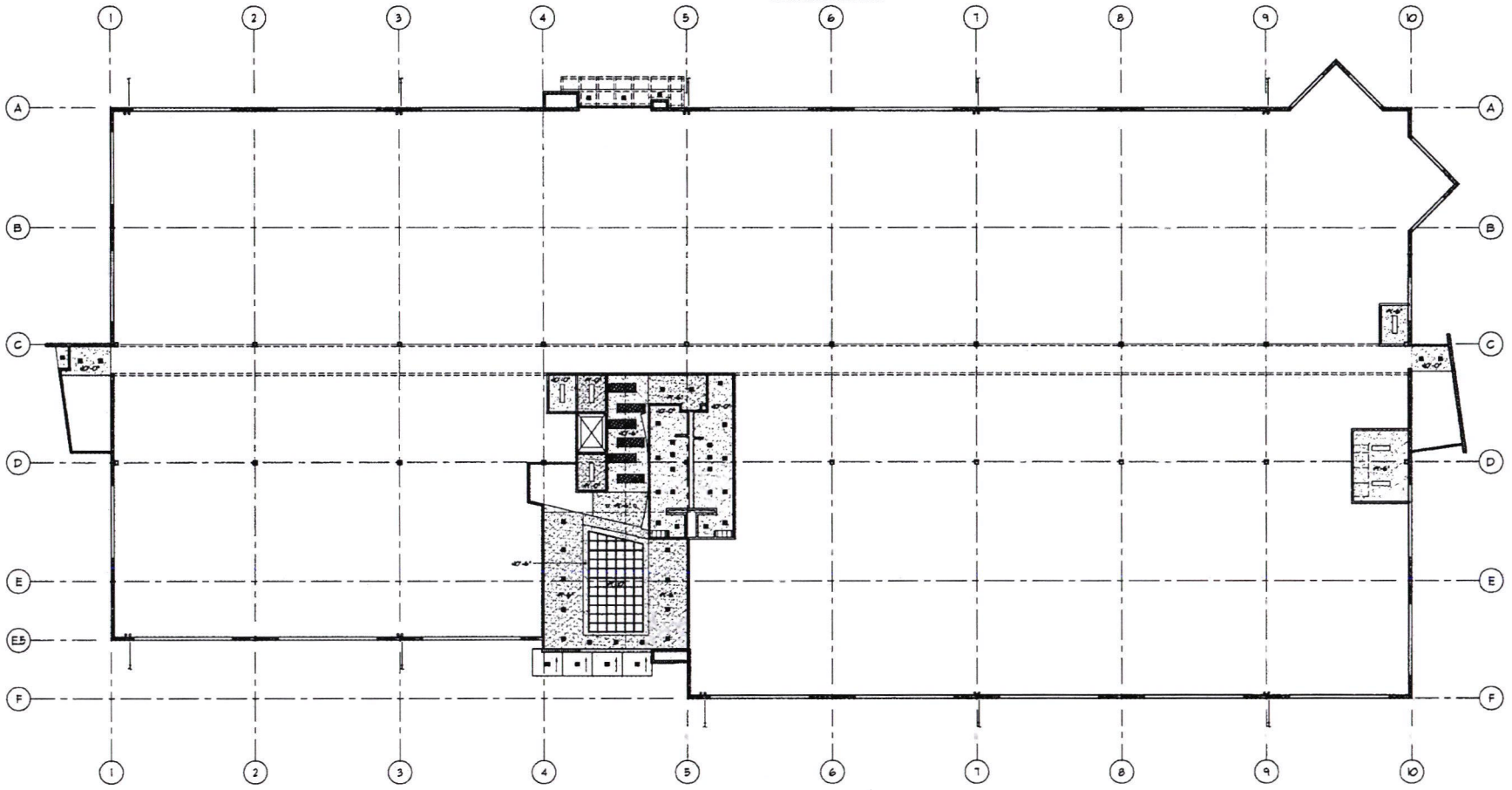
GYP. BD. CLG. 3⅝" METAL CLG. JOIST @ 24" O.C. W/ (1) LAYER ⅝" TYPE 'X' GYP. BD. @ EXPOSED LOCN.

RECESSED LUMINOUS CLG.: ARMSTRONG, INFUSIONS "2X2 LAY-IN PANELS" W/ PRELUDE 15/16" EXPOSED TEE GRID, PANEL COLOR '-------'

ACCENT CANOPIES: ARMSTRONG, INFUSIONS "ACCENT CANOPIES", 90° ARC, 2X6 SINGLE CANOPY SUSPENDED BY CABLE, PANEL COLOR '-------'.

1' X 4' SURFACE MOUNTED FLOURESCENT LIGHT FIXTURE

RECESSED CLG. LIGHT FIXTURE - 8" (DOWNLIGHT)



REFLECTED CEILING PLAN

SCALE : 3/32" = 1'-0"

NORTH

C | H
&
&D
cuija hom & dong

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ALAN C. HOM	C16579
EDMIS DONG	C13183
ANDY C. KWONG	C35500
LONNIE R. HOKSONE	C22048
JOHN R. PETRUCELLI	C9172

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Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

FIRST FLOOR REFLECTED CEILING PLAN

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NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	8.14.07	SEE CO. FOR TENT COORDINATION
-	5.03.07	SENT DWGS. TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	COMMENCED	
	JULY 26th, 2006	

Drawing No.

A6.1

OF SHEETS

STATISTICS

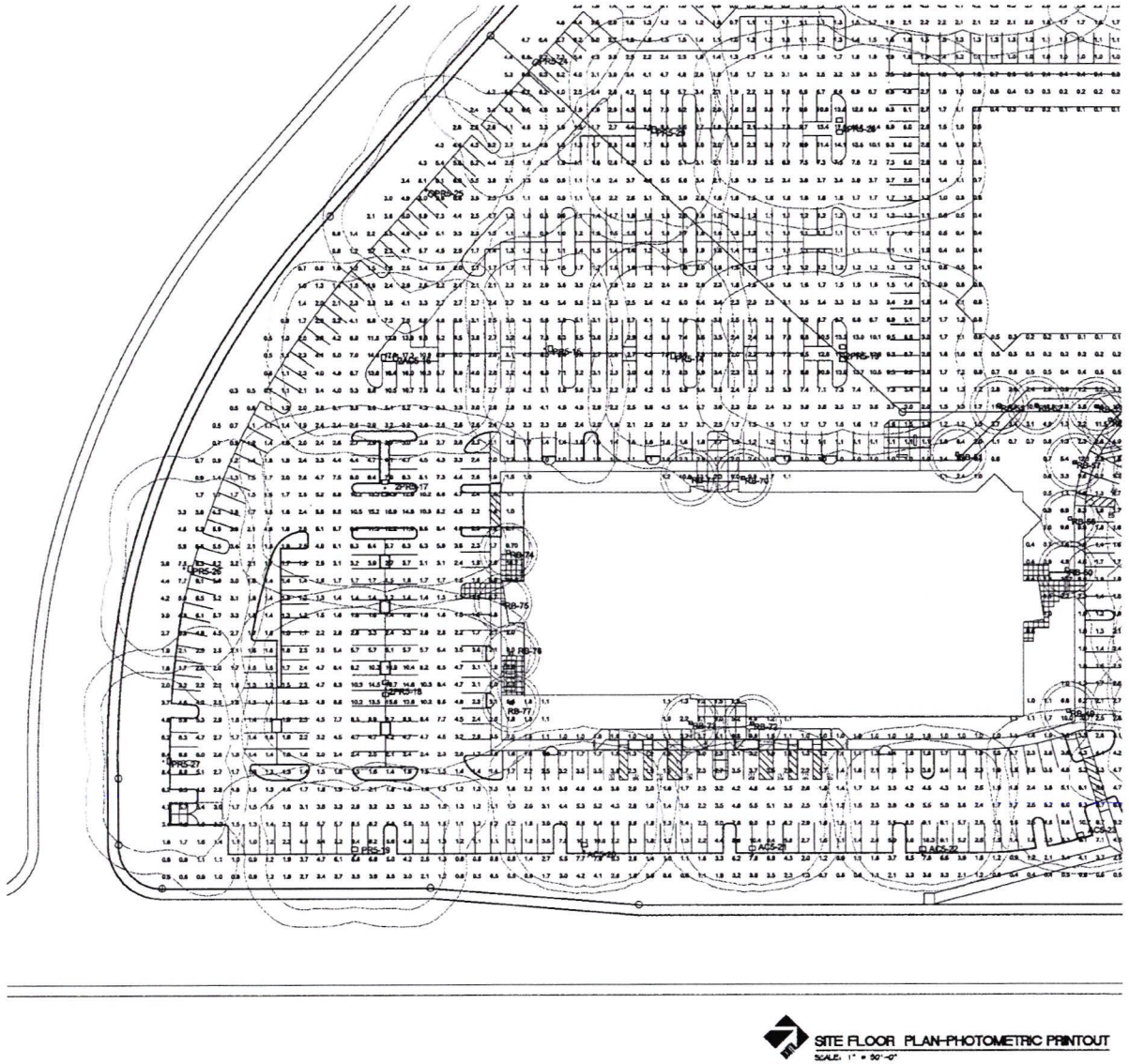
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site Boundary	+	3.4 fc	15.4 fc	0.0 fc	n/a	n/a

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	Arr.	Lumens	LLF	Watts
□ •	PR5	16	PR5HS	16' PHOTOMETRICSHOEBOX / TYPE R	400 WATT HPS	SINGLE	50000	0.90	465
○ ○ •	PR5S	15	PR5HS	16' PHOTOMETRICSHOEBOX / TYPE R	400 WATT HPS	TWIN	50000	0.90	930
□ •	AC5	12	AC5HS	16' AREA DUTCHY / POWDERED THICKEN	400 WATT HPS	SINGLE	50000	0.90	465
□ ○ •	AC5D	1	AC5HS	16' AREA DUTCHY / POWDERED THICKEN	400 WATT HPS	TWIN	50000	0.90	930
□	RB	34	AC5HS	CLEAR ACRYLIC DIFFUSER	100 WATT HPS	SINGLE	10000	0.90	130
□	SAC	3	AC5-Wallpack	TYPE W, UNCLASSIFIED / BUTTERY	ONE 100 WATT CLEAR METAL HALIDE, HORIZONTAL POSITION	SINGLE	10000	0.90	145

LUMINAIRE LOCATIONS

No.	Label	X	Location Y	Z	Mh	Orientation	Tilt	X	Aim Y	Z
1	[PR5]	6441.3	4855.2	27.5	27.5	180.0	0.0			
2	[PR5]	6441.7	4811.7	27.5	27.5	180.0	0.0			
3	[PR5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
4	[PR5]	6442.4	4724.7	27.5	27.5	180.0	0.0			
5	PR5	6438.9	4681.2	27.5	27.5	0.0	0.0	6438.9	4705.2	0.0
6	AC5	6438.7	4705.2	27.5	27.5	0.0	0.0	6438.7	4729.2	0.0
7	AC5	6438.5	4729.2	27.5	27.5	0.0	0.0	6438.5	4753.2	0.0
8	AC5	6438.4	4753.2	27.5	27.5	0.0	0.0	6438.4	4777.2	0.0
9	AC5	6438.2	4777.2	27.5	27.5	0.0	0.0	6438.2	4801.2	0.0
10	PR5	6437.7	4824.7	27.5	27.5	0.0	0.0	6437.7	4848.7	0.0
11	[PR5]	6441.3	4855.7	27.5	27.5	180.0	0.0			
12	[PR5]	6441.7	4811.7	27.5	27.5	180.0	0.0			
13	[PR5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
14	PR5	6441.3	4855.2	27.5	27.5	180.0	0.0	6441.3	4855.2	0.0
15	PR5	6441.7	4811.7	27.5	27.5	180.0	0.0	6441.7	4811.7	0.0
16	[AC5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
17	[PR5]	6442.4	4724.7	27.5	27.5	180.0	0.0			
18	[PR5]	6442.1	4724.2	27.5	27.5	180.0	0.0			
19	PR5	6442.5	4680.7	27.5	27.5	180.0	0.0			
20	AC5	6442.3	4705.2	27.5	27.5	180.0	0.0			
21	AC5	6442.1	4729.2	27.5	27.5	180.0	0.0			
22	AC5	6441.9	4753.2	27.5	27.5	180.0	0.0			
23	AC5	6441.8	4777.2	27.5	27.5	180.0	0.0			
24	AC5	6441.6	4801.2	27.5	27.5	180.0	0.0			
25	PR5	6441.2	4848.7	27.5	27.5	180.0	0.0			
26	[PR5]	6441.3	4855.2	27.5	27.5	180.0	0.0			
27	[PR5]	6441.7	4811.7	27.5	27.5	180.0	0.0			
28	[PR5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
29	[PR5]	6442.4	4724.7	27.5	27.5	180.0	0.0			
30	[PR5]	6442.1	4724.2	27.5	27.5	180.0	0.0			
31	PR5	6442.5	4680.7	27.5	27.5	180.0	0.0			
32	AC5	6442.3	4705.2	27.5	27.5	180.0	0.0			
33	AC5	6442.1	4729.2	27.5	27.5	180.0	0.0			
34	AC5	6441.9	4753.2	27.5	27.5	180.0	0.0			
35	AC5	6441.8	4777.2	27.5	27.5	180.0	0.0			
36	AC5	6441.6	4801.2	27.5	27.5	180.0	0.0			
37	PR5	6441.2	4848.7	27.5	27.5	180.0	0.0			
38	[PR5]	6441.3	4855.2	27.5	27.5	180.0	0.0			
39	PR5	6437.7	4824.7	27.5	27.5	0.0	0.0	6437.7	4848.7	0.0
40	[PR5]	6441.3	4855.7	27.5	27.5	180.0	0.0			
41	[PR5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
42	[PR5]	6442.4	4724.7	27.5	27.5	180.0	0.0			
43	[PR5]	6442.1	4724.2	27.5	27.5	180.0	0.0			
44	PR5	6442.5	4680.7	27.5	27.5	180.0	0.0			
45	AC5	6442.3	4705.2	27.5	27.5	180.0	0.0			
46	AC5	6442.1	4729.2	27.5	27.5	180.0	0.0			
47	AC5	6441.9	4753.2	27.5	27.5	180.0	0.0			
48	AC5	6441.8	4777.2	27.5	27.5	180.0	0.0			
49	AC5	6441.6	4801.2	27.5	27.5	180.0	0.0			
50	PR5	6441.2	4848.7	27.5	27.5	180.0	0.0			
51	[PR5]	6441.3	4855.2	27.5	27.5	180.0	0.0			
52	[PR5]	6441.7	4811.7	27.5	27.5	180.0	0.0			
53	[PR5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
54	[PR5]	6442.4	4724.7	27.5	27.5	180.0	0.0			
55	[PR5]	6442.1	4724.2	27.5	27.5	180.0	0.0			
56	PR5	6442.5	4680.7	27.5	27.5	180.0	0.0			
57	AC5	6442.3	4705.2	27.5	27.5	180.0	0.0			
58	AC5	6442.1	4729.2	27.5	27.5	180.0	0.0			
59	AC5	6441.9	4753.2	27.5	27.5	180.0	0.0			
60	AC5	6441.8	4777.2	27.5	27.5	180.0	0.0			
61	AC5	6441.6	4801.2	27.5	27.5	180.0	0.0			
62	PR5	6441.2	4848.7	27.5	27.5	180.0	0.0			
63	[PR5]	6441.3	4855.2	27.5	27.5	180.0	0.0			
64	[PR5]	6441.7	4811.7	27.5	27.5	180.0	0.0			
65	[PR5]	6442.0	4768.2	27.5	27.5	180.0	0.0			
66	[PR5]	6442.4	4724.7	27.5	27.5	180.0	0.0			
67	[PR5]	6442.1	4724.2	27.5	27.5	180.0	0.0			
68	PR5	6442.5	4680.7	27.5	27.5	180.0	0.0			
69	AC5	6442.3	4705.2	27.5	27.5	180.0	0.0			
70	AC5	6442.1	4729.2	27.5	27.5	180.0	0.0			
71	AC5	6441.9	4753.2	27.5	27.5	180.0	0.0			
72	AC5	6441.8	4777.2	27.5	27.5	180.0	0.0			
73	AC5	6441.6	4801.2	27.5	27.5	180.0	0.0			
74	PR5	6441.2	4848.7	27.5	27.5	180.0	0.0			
75	[PR5]	6441.3	4855.2	27.5	27.5	180.0	0.0			
76	[PR5]	6441.7	4811.7	27.5	27.5	180.0	0.0			



SITE FLOOR PLAN-PHOTOMETRIC PRINTOUT
SCALE: 1" = 50'-0"

BARNUM & CELULLO ELECTRIC, INC.

CONTRACTORS No. C 396724

PROJECT

FITE CORPORATE CENTER AT MATHER BUILDING B

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

SHEET

SITE FLOOR PLAN-PHOTOMETRIC PRINTOUT

NO.	DATE	DESCRIPTION
	05-19-07	ISSUED FOR PERMITTING

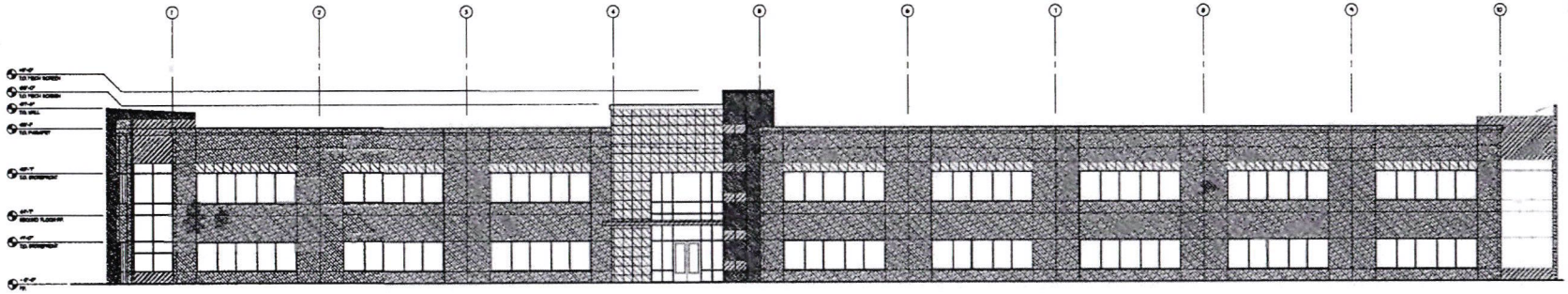
DRAWN: JBY
CHECKED:
JOB NO.: 3466
DATE: JULY 30th, 2006

Drawing No.

B-E3

OF 9 SHEETS

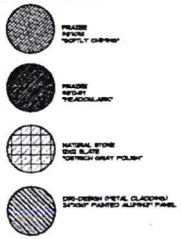
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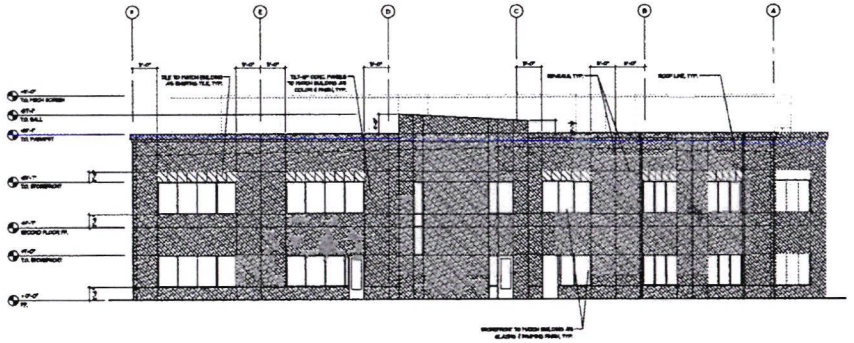


SOUTH-EAST ELEVATION - FRONT

SCALE : 3/32" = 1'-0"

FINISH LEGEND





NORTH-EAST ELEVATION - COURTYARD SIDE

SCALE : 3/32" = 1'-0"

C H
cuttle ham & dang
& D

architects

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Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

EXTERIOR ELEVATION FINISHES

The undersigned architect does not represent that these plans or the specifications for construction herewith are suitable, whether or not modified, for any other site than the one for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part of any other site.

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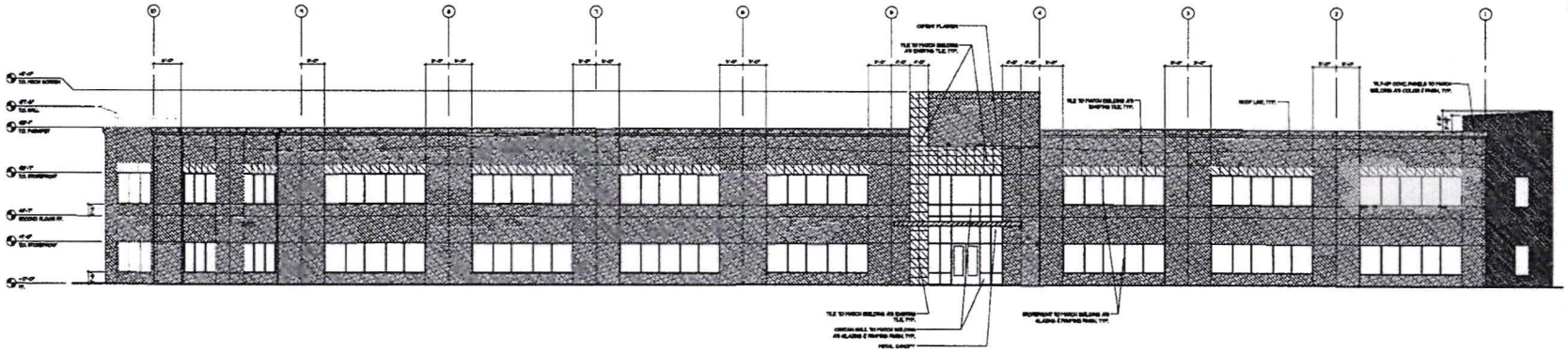
LICENSED ARCHITECT
SINGLE RAY NORMAN
C-22048
STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.12.07	DESIGN REVIEW RE-SUBMITTAL
–	09.05.07	INITIAL PLAN CHECK SUBMITTAL
–	6.14.07	SEE CD FOR TEMP OCCUPANCY
–	5.03.07	SENT SPEC TO REVIEW SEE CD CORRECTION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CD99-100	
	JULY 3rd, 2006	

Drawing No.

A3.2

OF SHEETS

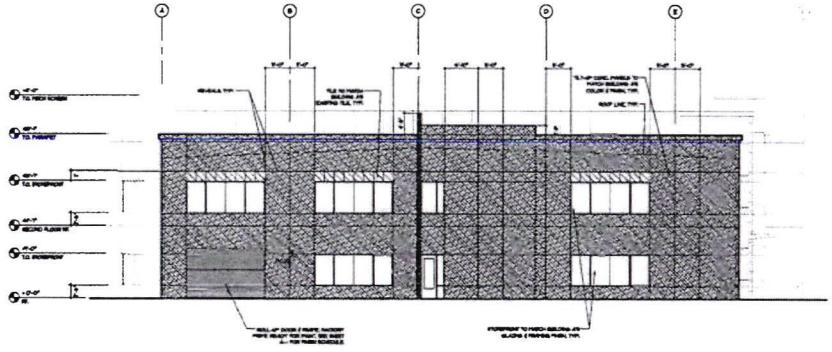


NORTH-WEST ELEVATION - BACK

SCALE : 3/32" = 1'-0"

FINISH LEGEND

- FINISH METAL "EQUITY CAPTAIN"
- FINISH METAL "MEADOWLARK"
- NATURAL STONE SOLID SLATE "OSTRICH GRAY POLISH"
- DRI-DESIGN METAL CLADDING SATIN/DEF PAINTED ALUFINISH PANEL



SOUTH-WEST ELEVATION - PARKING LOT SIDE

SCALE : 3/32" = 1'-0"

C | H
calpo hom & dong
& | D

RUBY CALPO 015624
ALAN C. HOM 015979
DENNIS DONG C121183
ANDY C. KWONG C256500

LORRAINE R. NEWKIRK C22048
JOHN R. PETRUCELLI C9172

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Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

EXTERIOR ELEVATION FINISHES

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LICENSED ARCHITECT LORRAINE RAY NEWKIRK C-22048 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	SIDE ES FOR TENT COORDINATION
-	5.03.07	SIGHT LINES TO BLOCK WALL FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/16/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CDS to LDD	
	JULY 3RD, 2006	

Drawing No.

A3.3

OF SHEETS

PLANT LEGEND

TREES

			SIZE	
QUL	QUERCUS LOBATA	VALLEY OAK	15G	L
PYR	PYRUS CALLERIANA 'ARISTOCRAT'	ARISTOCRAT PEAR	15G	M
QUW	QUERCUS WISLIZENII	INTERIOR LIVE OAK	15G	L
LAG	LAGERSTROEMIA INDICA	CREPE MYRTLE	15G	L

SHRUBS

			SIZE	
FES	FESTUCA OVINA GLAUCA	FESCUE	1G	L
ARC	ARCTOSTAPHYLOS 'EMERALD CARPET'	MANZANITA	5G	L
DIE	DIETES VEGETA	FORTNIGHT LILY	5G	L
CIS	CISTUS HYBRIDUS	ROCKROSE	5G	L
ESC	ESCALLONIA FRADESII	ESCALLONIA	5G	L
ELA	ELAEAGNUS PUNGENS 'MACULATA'	ELAEAGNUS	5G	L
PIT	PITTOSPORUM T. VARIEGATA	VARIEGATED TOBIRA	5G	L
RAC	RAPHIOLEPIS INDICA 'CLARA'	INDIA HAWTHORN - WHITE	5G	L
RAS	RAPHIOLEPIS INDICA 'SPRINGTIME'	INDIA HAWTHORN - PINK	5G	L
RAM	RAMNUS CALIFORNICA 'EVE CASE'	COFFEE BERRY	5G	L
VIB	VIBURNUM TINUS 'SPRING BOUQUET'	DWARF VIBURNUM	5G	L
XYL	XYLOSMA CONGESTUM	XYLOSMA	5G	L

VINES

			SIZE	
CLE	CLEMATIS ARMONDII	EVERGREEN CLEMATIS	5G	

GROUND COVER

BAC	BACCHARIS PILULARIS 'TWIN PEAKS'	COYOTE BRUSH	1G @36"OC	L
GAZ	GAZANIA SPECIES	GAZANIA	FLAT @12"OC	L

ANNUALS SEASONAL ANNUAL FROM 4" POTS AT 12"O.C.

PLANTING NOTES

ALL AREAS TO BE PLANTED SHALL RECEIVE NITROGEN IMPREGNATED SOIL AMENDMENT AT A RATE OF (3) CUBIC YARDS PER 1000 SQUARE FEET. INSTALL ADDITIONAL SOIL ADDITIVES AS SHOWN IN SOILS TEST THIS SHEET.

THE PLANT LIST IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND IF A DISCREPENCY EXISTS, THE SYMBOL QUANTITIES SHOWN ON THE PLANS SHALL COVERN.

FINISH GRADE IN PLANTERS EXCEPT TURF AREAS SHALL BE 1" BELOW TOP OF ADJACENT CURBS, WALKS, OR PAVED AREAS. GRADE ALL FINISH SURFACES SMOOTH AND EVEN WITH POSITIVE DRAINAGE TO SWALES OR DRAIN INLETS.

EXISTING LANDSCAPING DISTURBED DURING THIS WORK SHALL BE REPLACED WITH NEW LANDSCAPING TO MATCH

ALL TREES SHALL BE DOUBLE STAKED WITH LODGE POLE STAKES PER DETAIL.

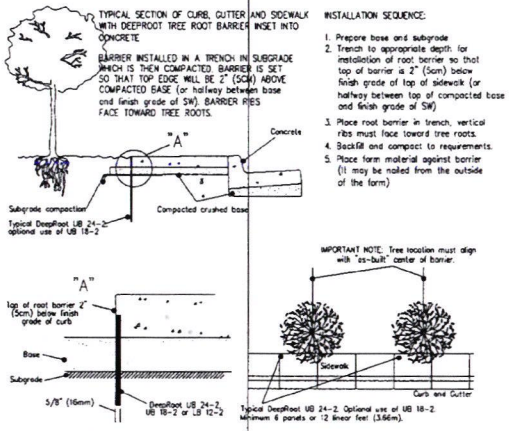
ALL PLANTING AREAS EXCEPT TURF AREAS SHALL RECEIVE A 3 INCH MINIMUM LAYER OF 1/2" MILE DF BARK MULCH. PLACE MULCH AFTER ALL PLANT MATERIAL HAS BEEN INSTALLED. SHREDDED BARK MULCH IS NOT ACCEPTABLE!

TREAT ALL PLANTING AREAS EXCEPT TURF AREAS WITH A PRE-EMERGENT HERBICIDE PRIOR TO THE APPLICATION OF THE BARK MULCH.

PARKING LOT SHADE CALCULATION TABLE

BOTANICAL NAME/ Common Name	FULL S.F.	3/4	HALF S.F.	1/4	TOTAL S.F.
QUERCUS LOBATA	16 @ 962 = 15,382		73 @ 481 = 35,113		50,505
QUERCUS WISLIZENII	76 @ 962 = 73,112		0 @ 481 = 0		73,112
EXISTING TREES TO REMAIN	6 @ 962 = 5,772		45 @ 481 = 21,645		27,417

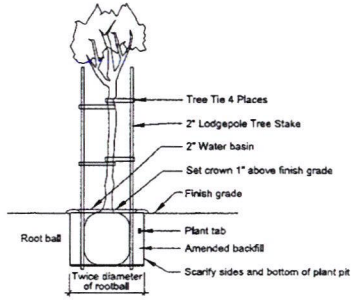
TOTAL TREE SHADE AT 5 YEARS:		TOTAL TREE SHADE AT 15 YEARS:	
TOTAL TREE SHADE	75,517 S.F.	TOTAL TREE SHADE	151,034 S.F.
TOTAL PAVED AREA	184,629 S.F.	TOTAL PAVED AREA	184,629 S.F.
PERCENT SHADE	41% @ 5 YRS.	PERCENT SHADE	82% @ 15 YRS.



INSTALLATION SEQUENCE:

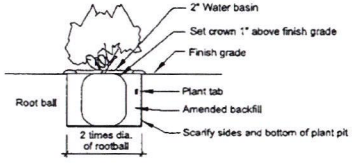
1. Prepare base and subgrade
2. Trench to appropriate depth for installation of root barrier so that top of barrier is 2" (5cm) below finish grade of top of sidewalk (or halfway between top of compacted base and finish grade of SW)
3. Place root barrier in trench, vertical ribs must face toward tree roots.
4. Backfill and compact to requirements.
5. Place form material against barrier (it may be nailed from the outside of the form)

A ROOT BARRIER



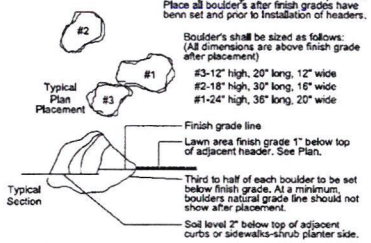
B TREE PLANTING

SECTION: NO SCALE



C SHRUB PLANTING

SECTION: NO SCALE



D GRANITE BOULDER

SECTION: NO SCALE

ALEXANDRA L. RANSBURY, LANDSCAPE ARCHITECT, No. 3630, Exp 2/28/09, STATE OF CALIFORNIA

C|H
calpo hom & dong
&|D

principals
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ALAN C HOM C 16875
DENNIS DONG C 12103
ANDY C KHONG C 26500

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LOWELL R. NEWSOME C 32048
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Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title

PLANTING LEGEND

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Architect	
Design By	
Revisions	

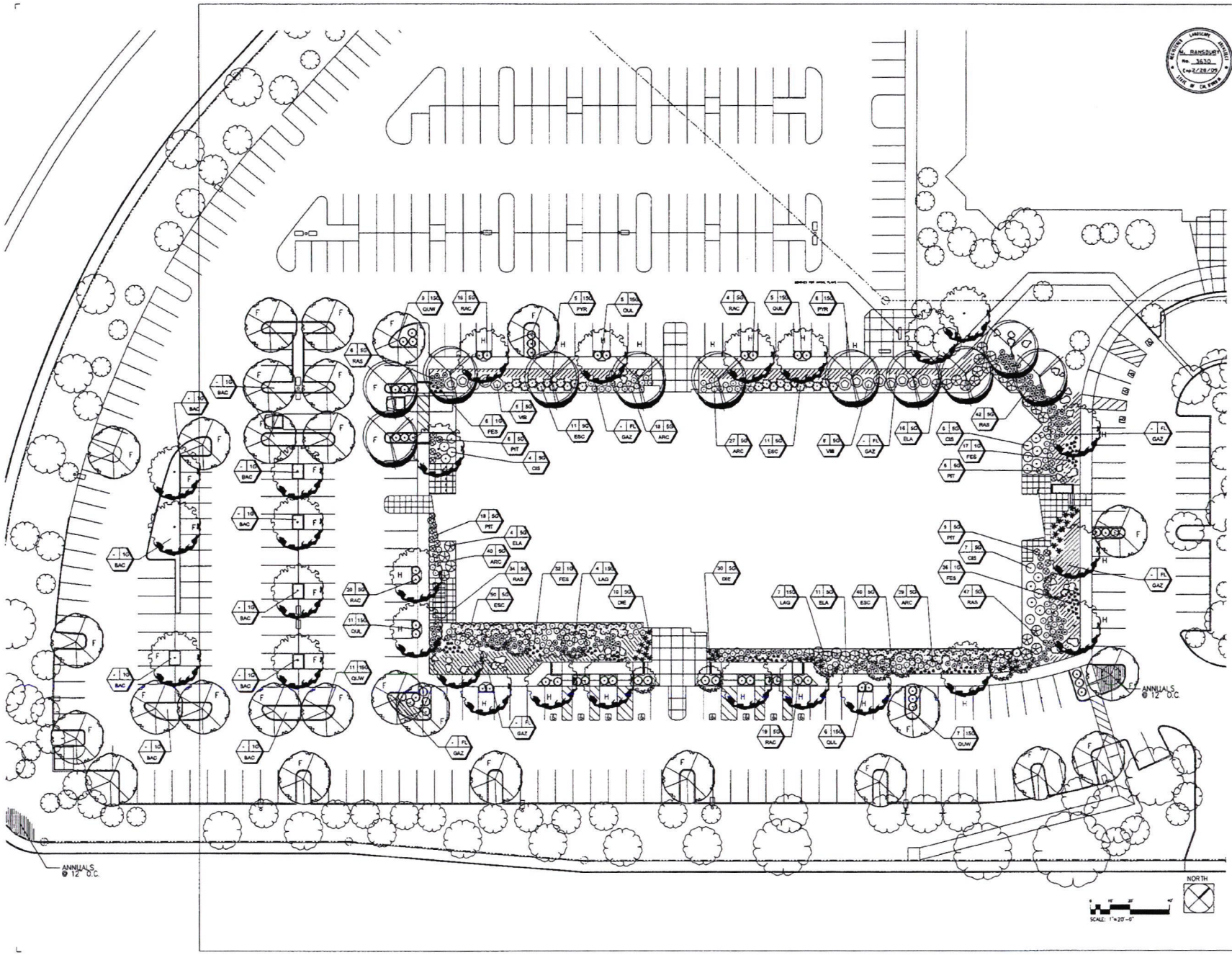
NO.	DATE	DESCRIPTION
1	09.05.07	INITIAL PLAN CHECK SUBMITTAL
2	6.14.07	SIZE CD FOR TEAM COORDINATION
3	5.03.07	SENT INFO TO DESIGN TEAM FOR COORDINATION
4	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/15/07
5	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

JOB No.	CDR161.00
Date	JULY 31th, 2006

Drawing No.

L1.0

OF SHEETS



C | H
calpo hom & dong
& | D

architects	
RUDY CALPO	C13824
ALAN C HOM	C16978
DENNIS DONG	C12163
ANDY C HWONG	C26580
associates	
LONNIE R MONSONE	C22948
JOHN R PERUCELLI	C9172

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Project
FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title
PLANTING PLAN

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Architect	
Drawn By	

Revisions

NO.	DATE	DESCRIPTION
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	SDR TO FOR TEAM COORDINATION
-	5.03.07	SENT SWCS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	PLOT PLAN CHANGES PER MEETING OF 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

Job No.	026161.00
Date	JULY 31th, 2006

Drawing No.

L1.1

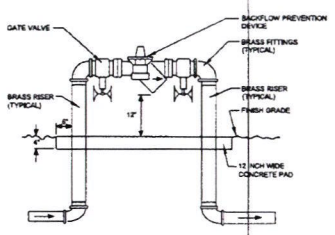
OF SHEETS

IRRIGATION SYSTEM LEGEND

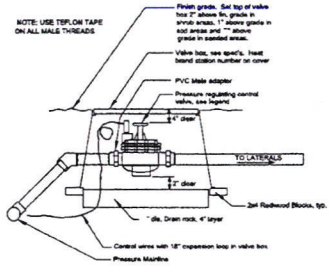
HEAD SYMBOL	MAKE/ MODEL	G.P.M.	RADIUS	DESCRIPTION	SYMBOL	DESCRIPTION
○	RAINBIRD 1806-SAM-PRS-13F LAWN POP-UP	2.4	13'	6" POP-UP LAWN HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.	⊕	POINT OF CONNECTION - 2" WATER SERVICE TAP, FEBCO 825Y 2" BACKFLOW PREVENTER
⊖	1806-SAM-PRS-12H LAWN POP-UP	1.2	12'		⊛	AUTOMATIC CONTROL VALVES - RAINBIRD PGA SERISS, SEE PLAN FOR SIZE.
⊖	1806-SAM-PRS-12Q LAWN POP-UP	0.6	12'			
○	RAINBIRD 1806-SAM-PRS-15F LAWN POP-UP	3.3	15'	6" POP-UP LAWN HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.	⊕GV	ISOLATION GATE VALVE - LINE SIZE
⊖	1806-SAM-PRS-15H LAWN POP-UP	1.6	15'		ⓒ	AUTOMATIC CONTROLLERS A = IRRITROL MC 16 PLUS 6 WALL MOUNT @ ELECTRICAL ROOM
⊖	1806-SAM-PRS-15Q LAWN POP-UP	0.8	15'			
ψ	RAINBIRD 1812-SAM-PRS-15F SHRUB POP-UP	3.3	15'	12" POP-UP SHRUB HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY	◓	QUICK COUPLING - RAINBIRD DRC 1
▽	1812-SAM-PRS-15H SHRUB POP-UP	1.6	15'			
ψ	1812-SAM-PRS-15Q SHRUB POP-UP	0.8	15'		S——S	IRRIGATION MAINLINE: 1 1/2" AND SMALLER = SCH. 40 2" AND LARGER = CLASS 315
⊕	RAINBIRD 1812-SAM-PRS-10H SHRUB POP-UP	.72	10'	12" POP-UP SHRUB HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.	S——S	IRRIGATION LATERAL (CLASS 200)
⊕	1812-SAM-PRS-10Q SHRUB POP-UP	.36	10'			
■	RAINBIRD 1812-SAM-PRS-SST SHRUB POP-UP	1.11				IRRIGATION SLEEVE (SCH40 TWO TIMES THE DIAMETER OF THE PIPE TO USE SLEEVE OR 2" IF ONLY FOR WIRE)
●	RAINBIRD 1300A-F FLOOD BUBBLER	1.4				
⊠	RAINBIRD "22-4.0	3.4	20'		(GPM / SIZE) NO.	VALVE INFORMATION

IRRIGATION NOTES:

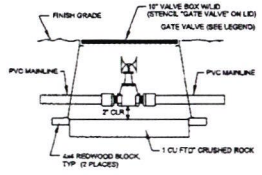
1. THE CONTRACTOR SHALL INSPECT THE SITE AND VERIFY CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.
2. INSTALL IRRIGATION SYSTEM IN ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
3. SEE DETAILS AND SPECIFICATIONS FOR PROCEDURES, MATERIALS AND INSTALLATION REQUIREMENTS.
4. THE IRRIGATION SYSTEMS ARE DIAGRAMMATIC ONLY. ALL EQUIPMENT SHOWN IN PAVED AREAS SHALL BE PLACED IN ADJACENT PLANTER AREAS WHERE POSSIBLE. ALL PIPING PASSING UNDER PAVING SHALL BE PLACED IN SCH. 40 SLEEVES 24" DEEP AND BACKFILLED WITH SAND A MINIMUM 12" ABOVE TOP OF PIPE.
5. THE LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES INVOLVED: I.E. GRADING, PLUMBING AND ELECTRICAL CONTRACTORS.
6. ALL VALVES SHALL BE PLACED IN AMETEC 910-12 OR EQUAL VALVE BOX. ALL VALVE BOXES SHALL BE LOCATED IN GROUNDCOVER AREAS WHEREVER POSSIBLE.
7. ALL COMPONENTS OF THE SYSTEM SHALL BE INSTALLED AND ADJUSTED TO PROVIDE 100% COVERAGE AND PREVENT OVERSPRAY ONTO BUILDINGS, WINDOWS OR PAVED AREAS.
8. NO EXTERIOR DRINKING FOUNTAINS OR OTHER PUBLIC FACILITIES ARE PRESENT IN THE DESIGN AREA.



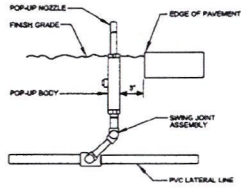
A BACKFLOW PREVENTION DEVICE
SECTION - NO SCALE



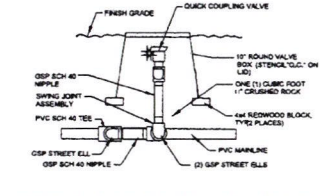
B REMOTE CONTROL VALVE
SECTION - NO SCALE



C GATE VALVE
SECTION - NO SCALE



D POP-UP IRRIGATION HEAD
SECTION - NO SCALE



NOTE: INSTALL 6" FROM NEAREST ADJACENT PAVED AREA OR VALVE GROUP ASSEMBLY

E QUICK COUPLING VALVE
SECTION - NO SCALE

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Copyright

Project
FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title
IRRIGATION LEGEND

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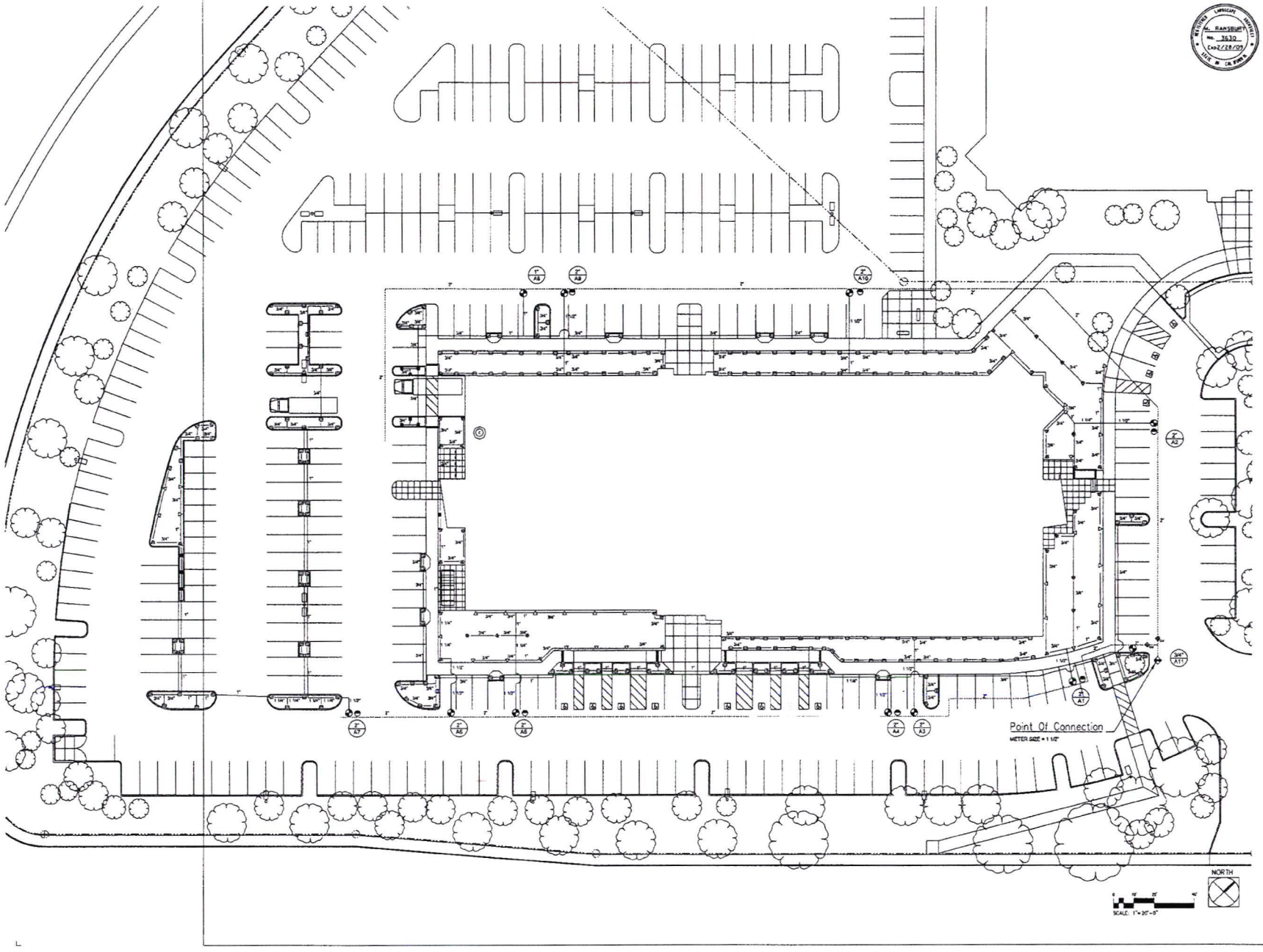
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NO.	DATE	DESCRIPTION
1	09.05.07	INITIAL PLAN CHECK SUBMITTAL
2	6.14.07	SITE CO FOR TEAM COORDINATION
3	5.03.07	SENT BACK TO DESIGN TEAM FOR COORDINATION
4	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/29/07
5	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

Architect
Design By
Revisions
Job No. C06151.00
Date JULY 31th, 2006

Drawing No.
L2.0

OF SHEETS



M. RAMSBURY
No. 3630
Exp 2/28/09
LANDSCAPE ARCHITECT
STATE OF CALIFORNIA

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&| D

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DENNIS DONG C12163
ANDY C. HWANG C24500

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Civil Engineers Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title

IRRIGATION PLAN

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Architect	
Drawn By	
Revisions	

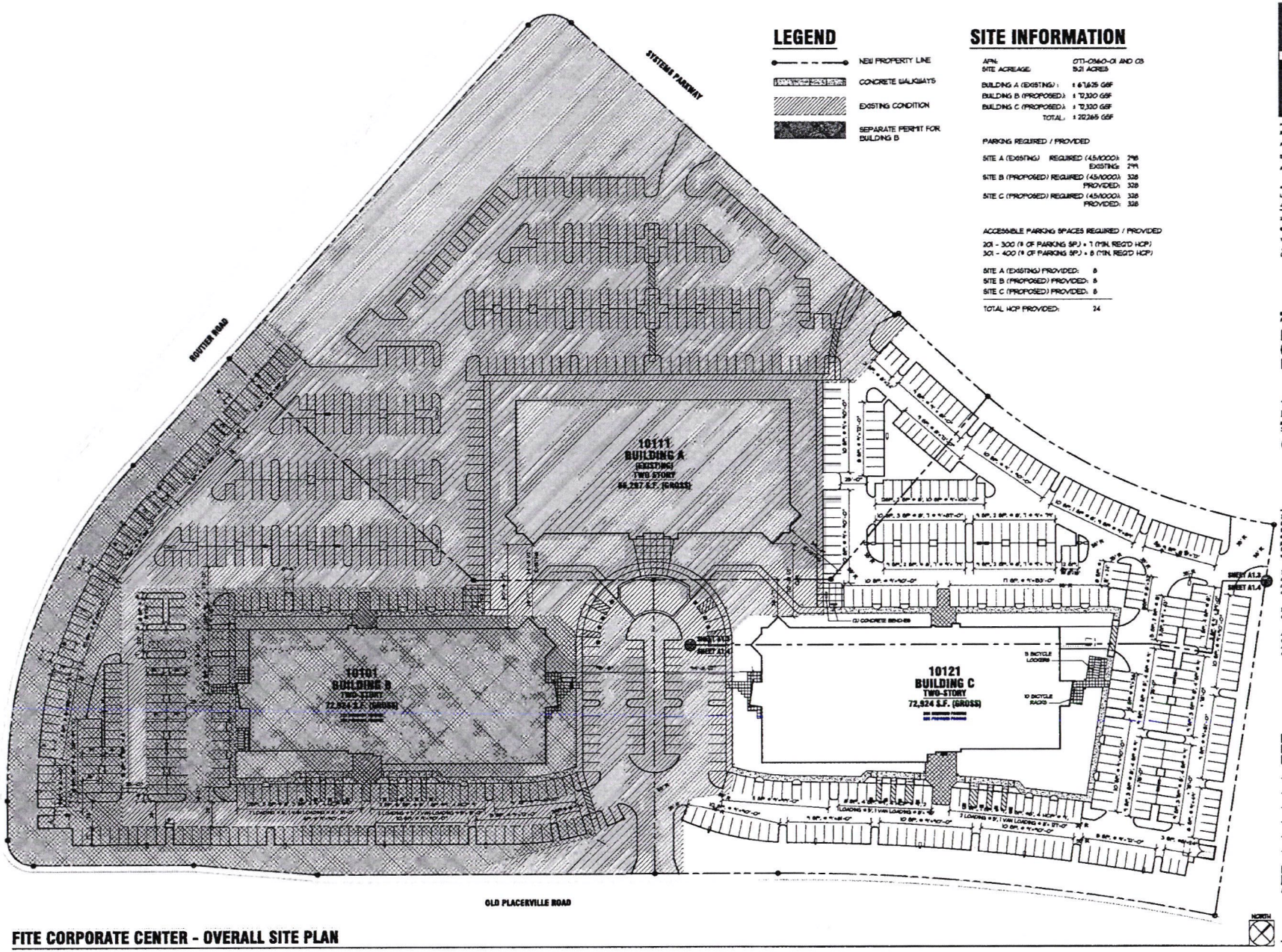
NO	DATE	DESCRIPTION
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	SEE S1 FOR TEAM COORDINATION
-	5.03.07	SENT SPECS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

Job No.	C06161.00
Date	JULY 31th, 2006

Drawing No.

L2.1

OF SHEETS



LEGEND

- NEW PROPERTY LINE
- CONCRETE WALKWAYS
- EXISTING CONDITION
- SEPARATE PERMIT FOR BUILDING B

SITE INFORMATION

APN: 071-0140-01 AND 03
SITE ACREAGE: 9.21 ACRES

BUILDING A (EXISTING): ± 61,625 GSF
BUILDING B (PROPOSED): ± 72,320 GSF
BUILDING C (PROPOSED): ± 72,320 GSF
TOTAL: ± 212,265 GSF

PARKING REQUIRED / PROVIDED

SITE A (EXISTING) REQUIRED (4.5/1000): 298
EXISTING: 299
SITE B (PROPOSED) REQUIRED (4.5/1000): 328
PROVIDED: 328
SITE C (PROPOSED) REQUIRED (4.5/1000): 328
PROVIDED: 328

ACCESSIBLE PARKING SPACES REQUIRED / PROVIDED
201 - 300 (1 OF PARKING SP.) = 7 (MIN. REQ'D HCP)
301 - 400 (1 OF PARKING SP.) = 8 (MIN. REQ'D HCP)

SITE A (EXISTING) PROVIDED: 8
SITE B (PROPOSED) PROVIDED: 8
SITE C (PROPOSED) PROVIDED: 8

TOTAL HCP PROVIDED: 24

FITE CORPORATE CENTER - OVERALL SITE PLAN

SCALE: 1" = 40'-0"

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Consultant

Project
FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title
OVERALL SITE PLAN

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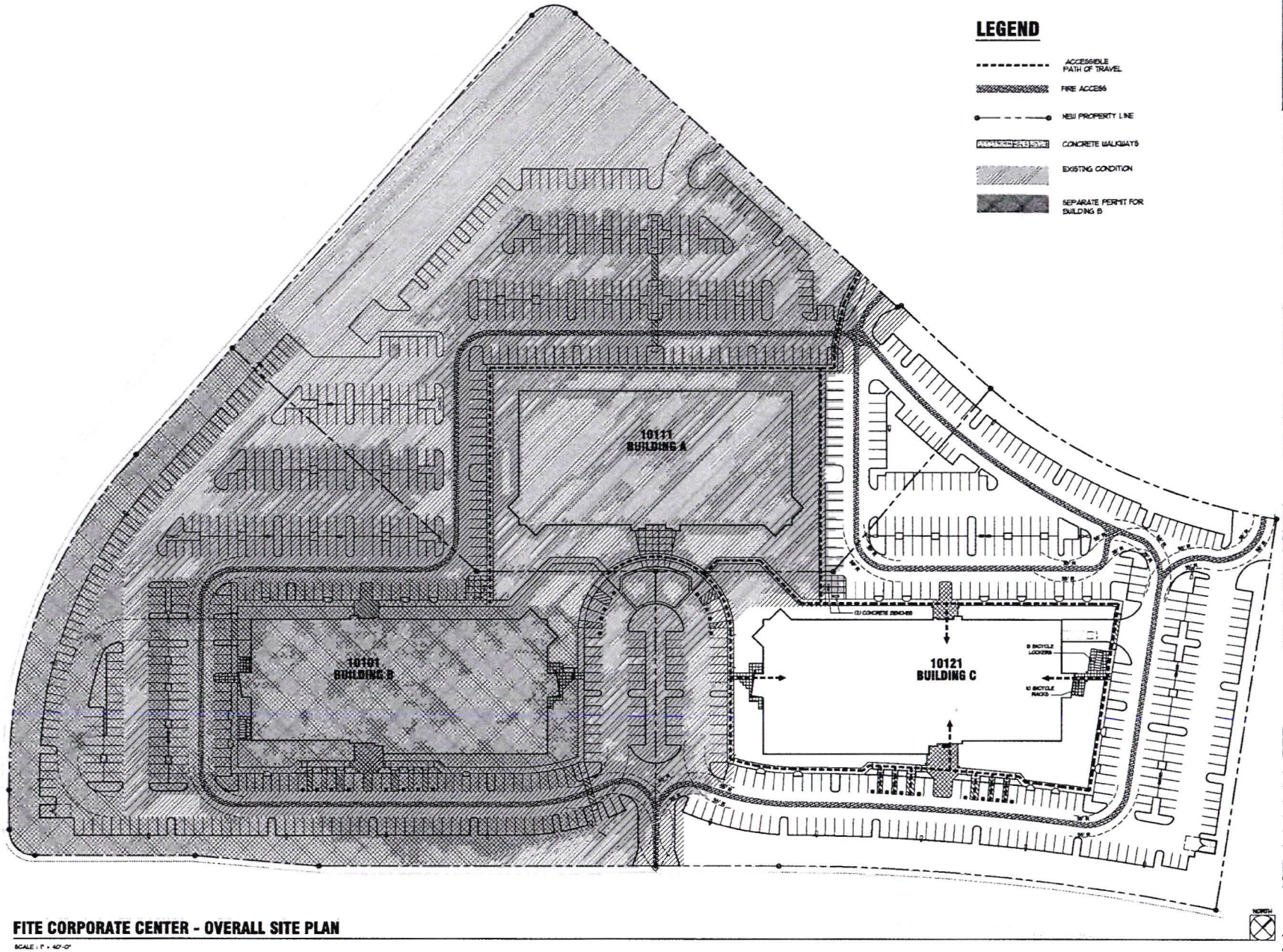
All drawings and written material appearing herein constitute the original and unpublished work of the Architect and the same may not be duplicated, used or disclosed without written consent of the Architect.

LICENSED ARCHITECT
LORRAINE MAY HENSCHE
C-22048
STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.19.07	DESIGN REVIEW RE-SUBMITTAL
–	09.05.07	INITIAL PLAN CHECK SUBMITTAL
–	8.14.07	SDR CD FOR TEAM COORDINATION
–	5.03.07	SENT DWGS TO DESIGN REVIEW FOR COORDINATION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
–	6.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CD'S ISSUED	
	JULY 9th, 2008	

Drawing No.
A1.1

OF SHEETS



FITE CORPORATE CENTER - OVERALL SITE PLAN

SCALE: 1" = 40'-0"

CH&D calpo hom & dong

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Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

SITE ACCESSIBILITY & FIRE ACCESS PATH PLAN

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LICENSED ARCHITECT LORRAINE RAY HENSCHE C-22048 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.19.07	DESIGN REVIEW RE-SUBMITTAL
–	08.05.07	INITIAL PLAN CHECK SUBMITTAL
–	6.14.07	SDC CD FOR TEAM COORDINATION
–	5.03.07	SDC CHECK TO DESIGN TEAM FOR COORDINATION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/29/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	COMMENCED	
	JULY 7th, 2006	

Drawing No.

A1.2

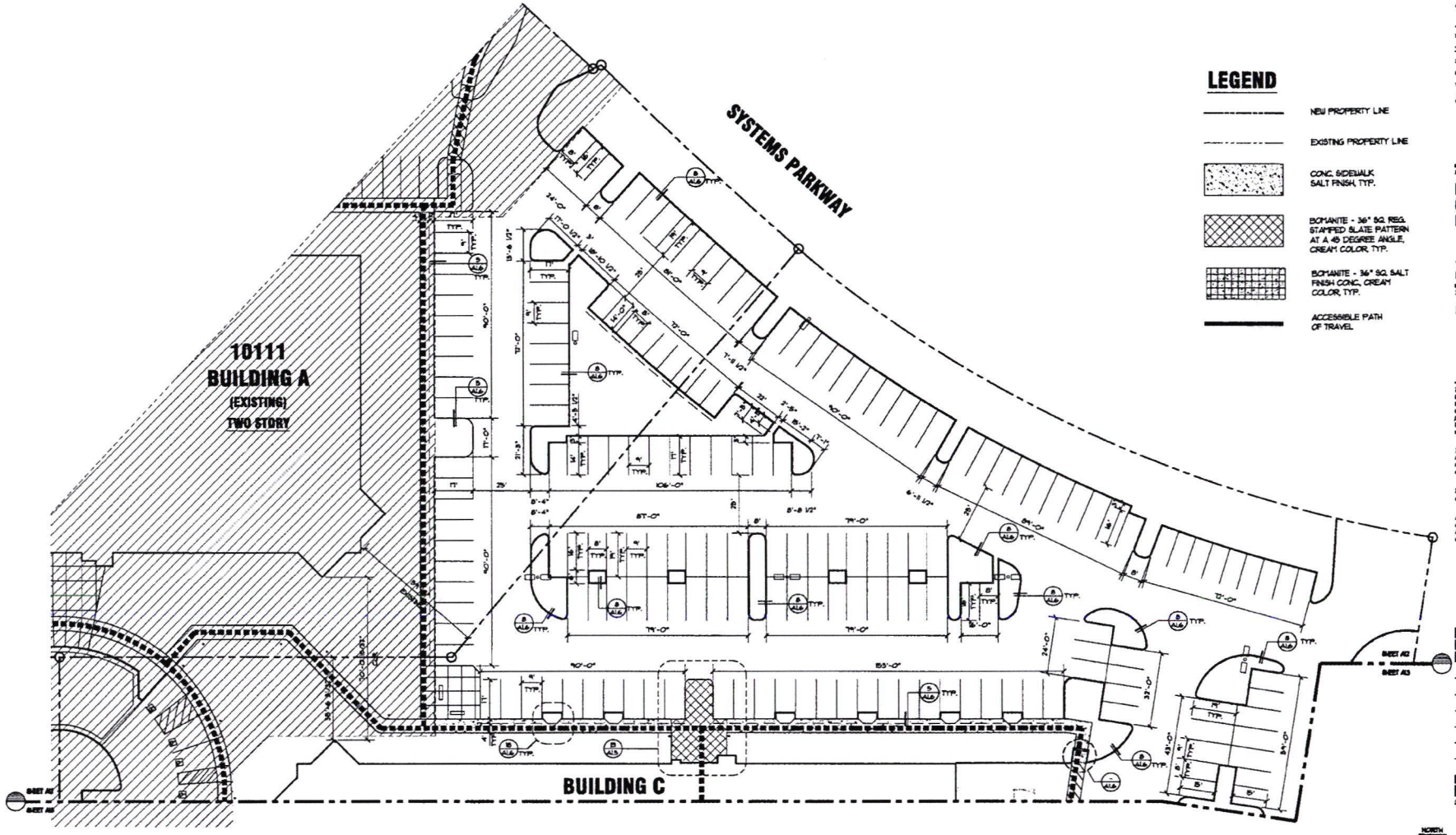
OF SHEETS

GENERAL NOTE

1. ALL STRIPING TO BE WHITE
2. ALL WALKWAYS CONNECTED DIRECTLY TO PUBLIC WALKWAYS ARE AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE.
3. ALL ACCESSIBLE ROUTES OF TRAVEL HAVE 1/2" CHANGES IN ELEVATION.
4. ALL ACCESSIBLE ROUTES OF TRAVEL ARE MINIMUM 48" IN WIDTH AND AND HAVE A MAXIMUM 1/4" PER FOOT SIDE SLOPE.
5. ALL ACCESSIBLE ROUTES OF TRAVEL WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (I.E., 1:20) SHALL HAVE RAMPS COMPLYING WITH CBC 1133B.5.

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- CONC. SIDEWALK, SALT FINISH, TYP.
- BOMANITE - 36" SQ. REG. STAMPED SLATE PATTERN AT A 45 DEGREE ANGLE, CREAM COLOR, TYP.
- BOMANITE - 36" SQ. SALT FINISH CONC., CREAM COLOR, TYP.
- ACCESSIBLE PATH OF TRAVEL



FITE CORPORATE CENTER - ENLARGE SITE PLAN

SCALE: 1" = 20'-0"

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celso ham & dong
&|D

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Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

ENLARGED SITE PLAN

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LICENSED ARCHITECT
LONNIE RAY NEWSOME
C-22048
STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INTERIM PLAN CHECK SUBMITTAL
-	6.14.07	SITE CX FOR TENANT COORDINATION
-	5.03.07	SITE CHANGES TO DESIGN REVIEW FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING OF 3/29/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CONSULTANT	
	JULY 3th, 2006	

Drawing No.

A1.3

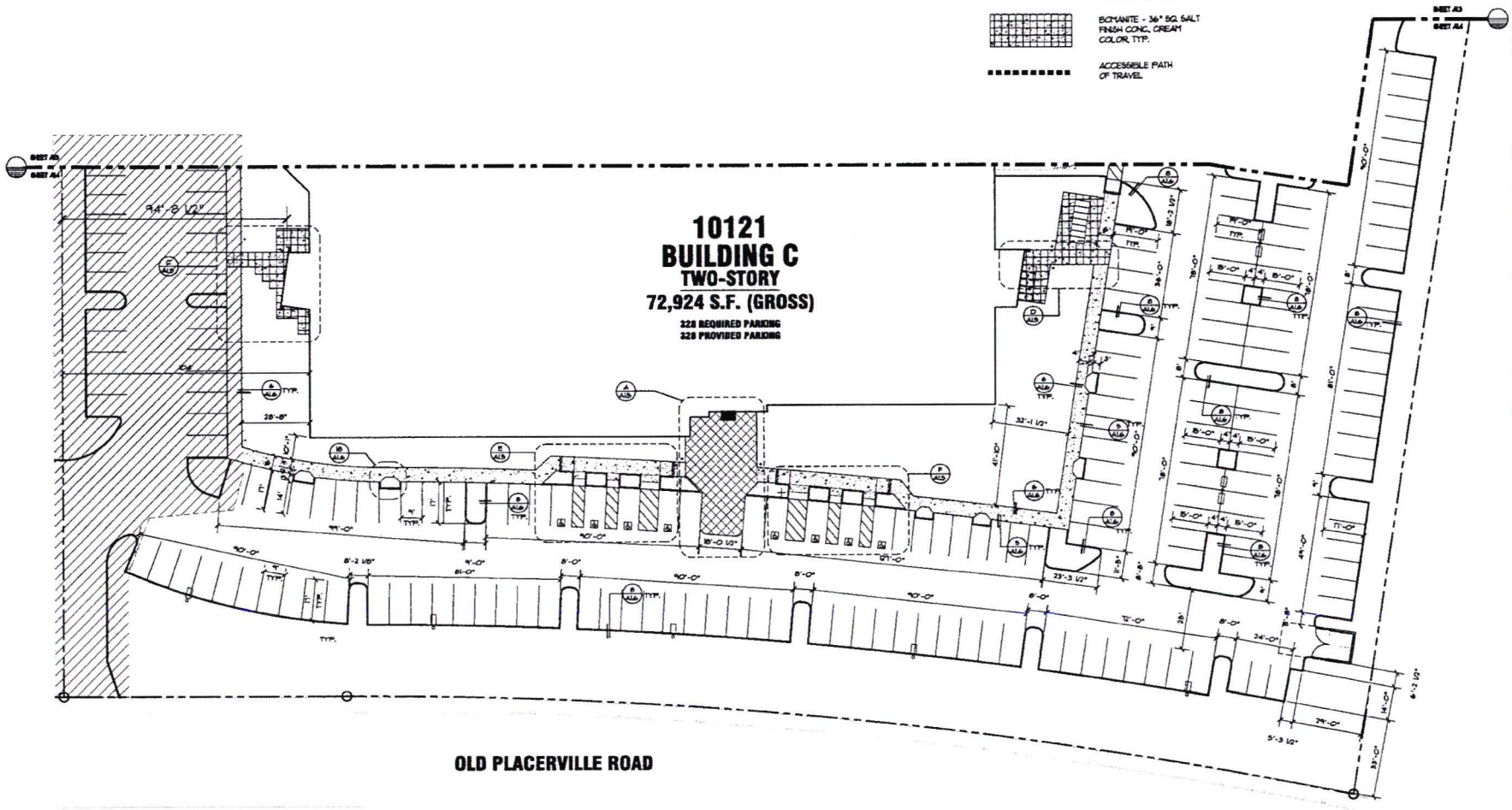
OF SHEETS

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- CONC. SIDEWALK SALT FINISH, TYP.
- BOMANITE - 36" SQ. REG. STAMPED SLATE PATTERN AT A 45 DEGREE ANGLE, CREAM COLOR, TYP.
- BOMANITE - 36" SQ. SALT FINISH CONC., CREAM COLOR, TYP.
- ACCESSIBLE PATH OF TRAVEL

GENERAL NOTE

1. ALL STRIPING TO BE WHITE
2. ALL WALKWAYS CONNECTED DIRECTLY TO PUBLIC WALKWAYS ARE AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE.
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FITE CORPORATE CENTER - ENLARGE SITE PLAN

SCALE : 1" = 20'-0"

NORTH

C | H
calps hom & dong
&D

principals
RUDY CALPO C18824
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Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

ENLARGED SITE PLAN

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LICENSED ARCHITECT
LONNIE R. RAY NEWSOM
C-22048
STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.19.07	DESIGN REVIEW RE-SUBMITTAL
–	09.05.07	INSPK. PLAN CHECK SUBMITTAL
–	6.14.07	SENT TO FOR ITEM COORDINATION
–	5.03.07	SENT DWGS TO DOOR ITEM FOR COORDINATION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/14/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CD'S 6/100	
	JULY 28th, 2006	

Drawing No.

A1.4

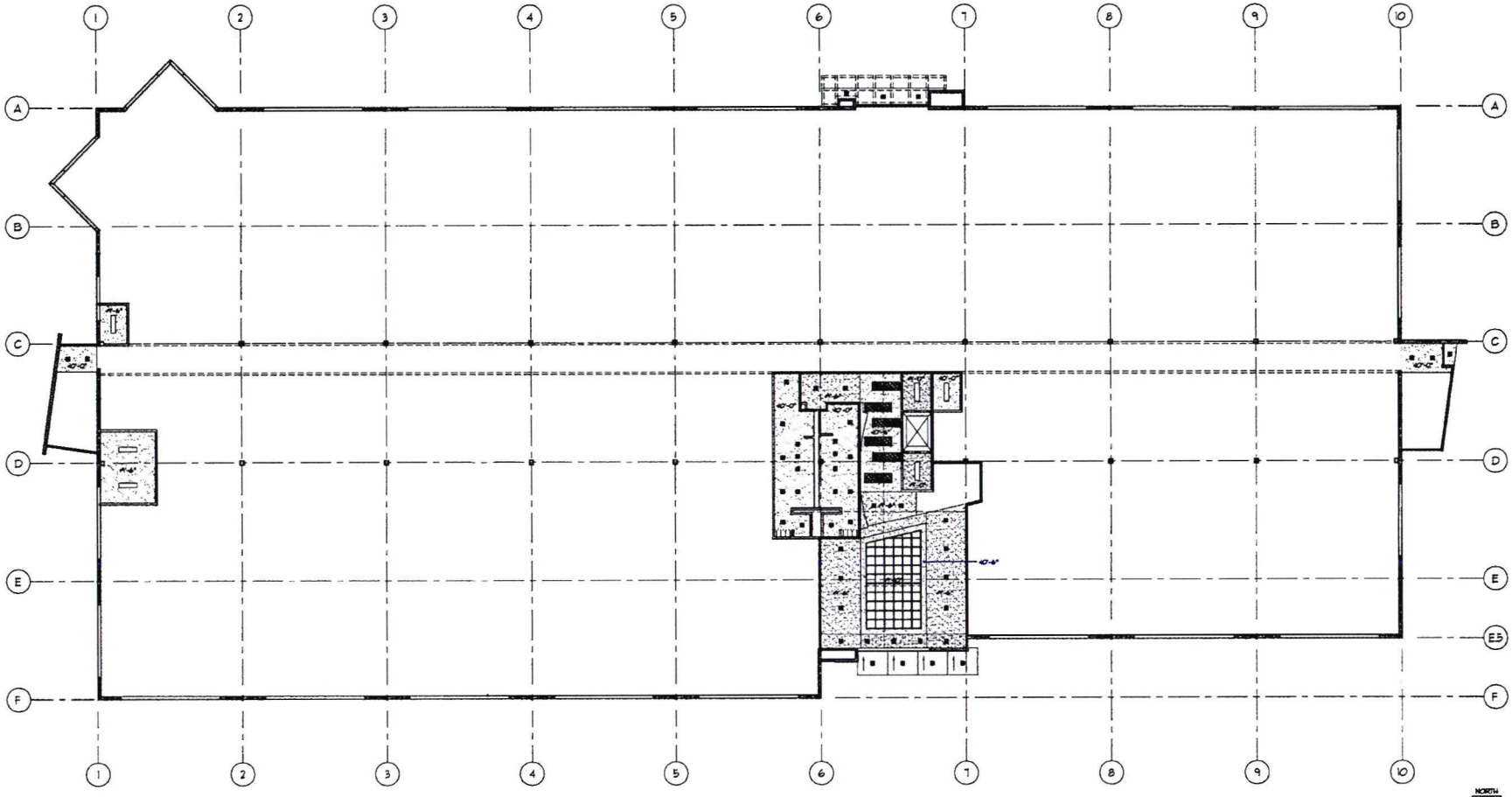
OF SHEETS

LEGEND

- CONCRETE TILT-UP PANEL
- EXTERIOR WALL: INTERIOR SIDE - ONE LAYER ⅝" GYP. BD. O/ 3⅝" METAL STUDS @ 16" O.C., 2½" GLASS FIBER ACOUSTICAL INSULATION BATTS, DECK TO DECK FULL HT. - EXTERIOR SIDE - BUILDING PAPER O/ ½" PLYWOOD O/ METAL STUD.
- INTERIOR WALL, NON RATED: ONE LAYER ⅝" GYP. BD. EA SIDE O/ 3⅝" METAL STUDS @ 16" O.C., 2½" GLASS FIBER ACOUSTICAL INSULATION BATTS, DECK TO DECK FULL HT.
- INTERIOR WALL, 1 HOUR RATED TUNNEL: ONE LAYER ⅝" TYPE 'X' GYP. BD. EA SIDE O/ 3⅝" METAL STUDS @ 16" O.C. ACOUSTICAL INSULATION BATTS. TERMINATE AT 1-HR RATED TUNNEL LID ABOVE. CONSTRUCT WALL TO GA - FILE NO. EP-1078 (3 / A9.1)
- INTERIOR SHAFT WALL, 1 HOUR RATED: ONE LAYER 7/24" TYPE 'X' GYPSUM PANELS INSERTED BETWEEN 2 1/2" FLOOR AND CEILING J RUNNERS WITH H SECTION OF 2 1/2" PROPRIETARY VENTED C-H STEEL STUDS BETWEEN PANELS. OPPOSITE SIDES: ONE LAYER 5/8" PROPRIETARY TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED PARALLEL TO STUDS WITH 1" TYPE S DRYWALL SCREWS 12" OC.
- CONSTRUCT IN ACCORDANCE W/ GA - FILE NO. EP-1009
- FUTURE WALL (SEPARATE PERMIT)

CEILING LEGEND

- SOFFIT - GYP. BD. CLG. 3⅝" METAL CLG. JOIST @ 24" O.C. W/ (1) LAYER ⅝" TYPE 'X' GYP. BD. @ EXPOSED. U.O.N.
- GYP. BD. CLG. 3⅝" METAL CLG. JOIST @ 24" O.C. W/ (1) LAYER ⅝" TYPE 'X' GYP. BD. @ EXPOSED. U.O.N.
- RECESSED LUMINOUS CLG.: ARMSTRONG, INFUSIONS "2X2 LAY-IN PANELS" W/ PRELUDE ⅝" EXPOSED TEE GRID, PANEL COLOR '--------'
- ACCENT CANOPIES: ARMSTRONG, INFUSIONS "ACCENT CANOPIES", 60" ARC, 2X6 SINGLE CANOPY SUSPENDED BY CABLE, PANEL COLOR '--------'.
- 1' X 4' SURFACE MOUNTED FLOURESCENT LIGHT FIXTURE
- RECESSED CLG. LIGHT FIXTURE - 8" (DOWNLIGHT)



REFLECTED CEILING PLAN

SCALE : 3/32" = 1'-0"

C|H
carpo hom & dong
&D

RUDY CALPO	C13824
ALAN C. HOM	C16879
EDMS DONG	C12188
ANDY C. KWONG	C26606
LONALE R. NORDONE	C22048
JOHN R. PERUCCILLI	C8172

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Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

FIRST FLOOR REFLECTED CEILING PLAN

The undersigned architect does not represent that these plans or the specifications in connection therewith are suitable, whether or not modified for any other site than the one for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part at any other site.

The contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified in writing of any variation from the dimensions and conditions shown by these drawings.

This drawing is not final or to be used for construction until signed by the architect and owner.

All drawings and written material appearing herein constitute the original and unpublished work of the Architect and the same may not be duplicated, used or disclosed without written consent of the Architect.

LICENSED ARCHITECT LONALE RAY NORDONE C-22048 STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	8.14.07	SDE CD FOR TENANT COORDINATION
-	5.03.07	SENT SHEETS TO DESIGN REVIEW FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/29/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	CD's/LDD	
	JULY 3th, 2006	

Drawing No.

A6.1

OF SHEETS

STATISTICS

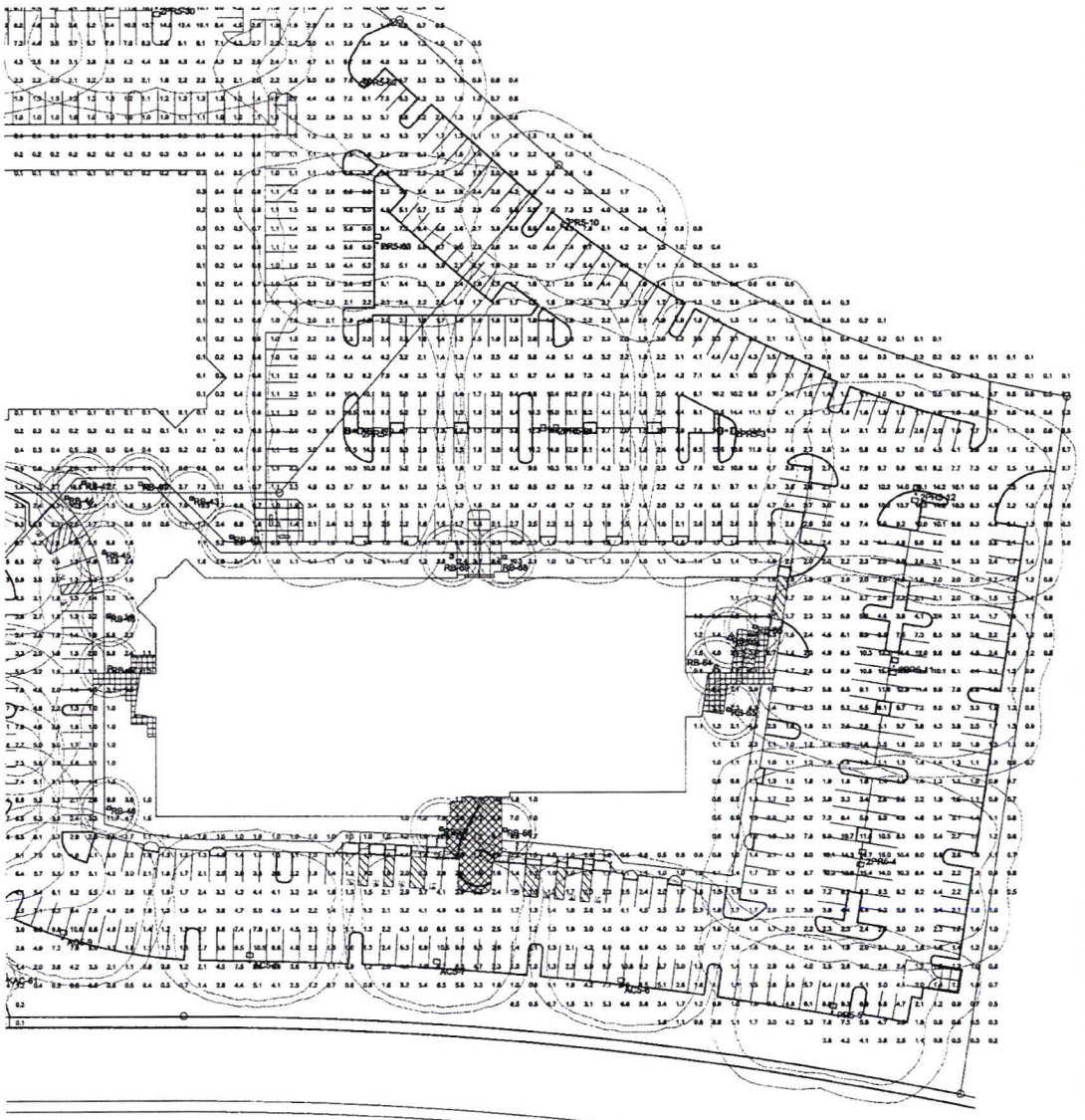
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calculation Zone #1	+	20 fc	10.4 fc	0.4 fc	N/A	N/A

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp		File	Lumens	LLF	Watts
	PB1	16	PB1H1	12' PARK/ENCROACHMENT / TYPE B	400 WATT HPS		PB1H1.ies	40000	0.90	465
	PB1D	13	PB1H1	12' PARK/ENCROACHMENT / TYPE B	400 WATT HPS		PB1H1.ies	40000	0.90	465
	AC6	13	AC6H1	16' AREA DUTY / FORWARD THROW	400 WATT MH		AC6H1.ies	36000	0.90	465
	AC6	1	AC6H1	16' AREA DUTY / FORWARD THROW	400 WATT MH		AC6H1.ies	36000	0.90	465
	RB	64	RB4H1	CLEAR ROUND BOLLARD	100 WATT MH		RB4H1.ies	9500	0.90	125
	SAC	2	SAC 1000w MH	TYPE IV, WELL-SHIELDED OUTPUT	SAC 1000 WATT CLEAR METAL HALIDE, CONVENTIONAL BALLAST		SAC1100-4.IES	9500	0.90	140

LUMINAIRE LOCATIONS

No.	Label	Location X	Location Y	Location Z	MH	Orientation	Tilt	Aim X	Aim Y	Aim Z
1	SPR2	844.2	683.2	27.0	27.0	45.0	0.0			
2	SPR2	830.3	697.7	27.0	27.0	45.0	0.0			
3	SPR2	1084.2	683.2	27.0	27.0	45.0	0.0			
4	SPR2	1071.1	696.6	27.0	27.0	180.0	0.0			
5	PB1	1139.0	746.7	27.0	27.0	0.0	0.0	1139.0	745.8	0.0
6	AC6	855.7	1086.5	27.0	27.0	0.0	0.0	855.7	1085.4	0.0
7	AC6	1004.1	1086.5	27.0	27.0	0.0	0.0	1004.1	1085.4	0.0
8	AC6	1154.1	1086.5	27.0	27.0	0.0	0.0	1154.1	1085.4	0.0
9	AC6	855.4	1161.7	27.0	27.0	0.0	0.0	855.4	1160.6	0.0
10	AC6	1004.0	1161.7	27.0	27.0	0.0	0.0	1004.0	1160.6	0.0
11	AC6	1153.9	1161.7	27.0	27.0	0.0	0.0	1153.9	1160.6	0.0
12	SPR2	1135.7	1184.1	27.0	27.0	180.0	0.0			
13	SPR2	1135.7	1184.1	27.0	27.0	180.0	0.0			
14	PB1	1139.0	1236.5	27.0	27.0	90.0	0.0	1242.0	1236.5	0.0
15	PB1	1139.4	1311.1	27.0	27.0	90.0	0.0	1242.0	1311.1	0.0
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59	SPR2	1135.7	1184.1	27.0	27.0	180.0	0.0			
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62	SPR2	1135.7	1184.1	27.0	27.0	180.0	0.0			
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78	SPR2	1135.7	1184.1	27.0	27.0	180.0	0.0			



SITE FLOOR PLAN-PHOTOMETRIC PRINTOUT
SCALE: 1" = 50'-0"

BARNUM & CELULLO ELECTRIC, INC.

PROJECT

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

SHEET

SITE FLOOR PLAN-PHOTOMETRIC PRINTOUT

DRAWN:	JSY
CHECKED:	

NO.	DATE	DESCRIPTION
	06-14-07	ZONING REVIEW RESUBMITTAL

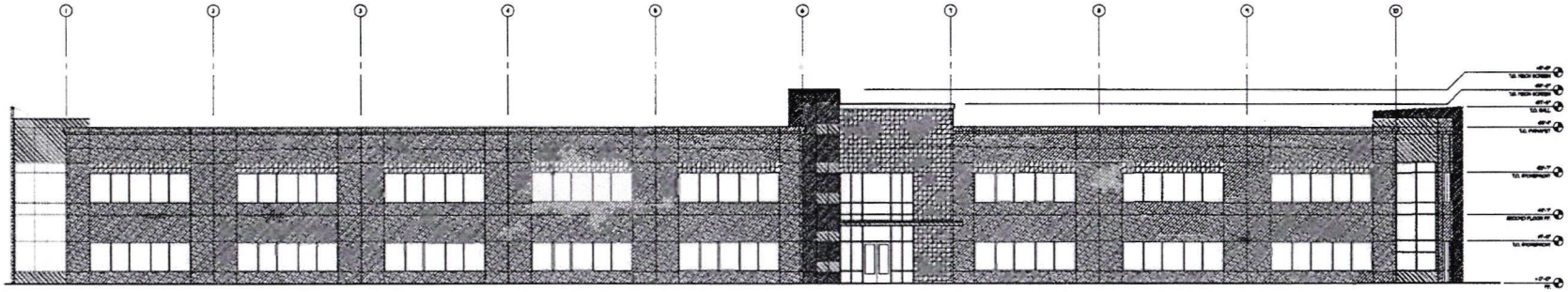
JOB NO:	3480
DATE:	JULY 30th, 2006

Drawing No.

C-E3

OF 9 SHEETS

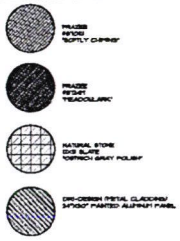
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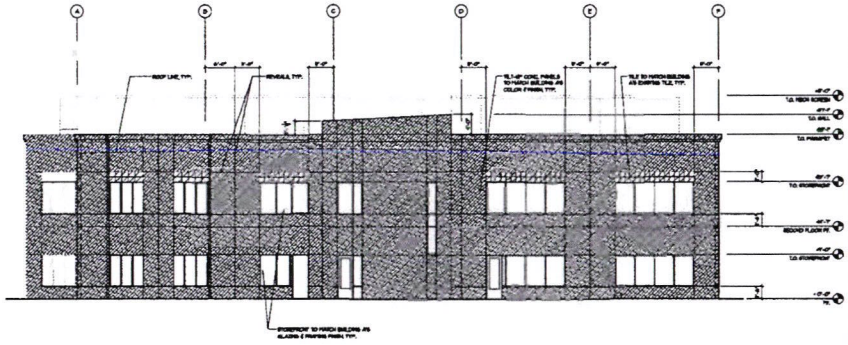


SOUTH-EAST ELEVATION (BUILDING C) - FRONT

SCALE : 3/32" = 1'-0"

FINISH LEGEND





SOUTH-WEST ELEVATION (BUILDING C) - COURTYARD SIDE

SCALE : 3/32" = 1'-0"

C | H
calpo hom & doug
& | D

ELIOT CALPO C15934
ALAN C. HOM C16979
DENNIS DONG C12169
ANDY C. KWONG C29500

LORRIE A. PERSONE C23048
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Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

EXTERIOR ELEVATION FINISHES

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LICENSED ARCHITECT — CHARLES RAY HOM — C-22048 — STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
-	09.19.07	DESIGN REVIEW RE-SUBMITTAL
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	8.14.07	SIDE TO SIDE ROW COORDINATION
-	5.03.07	SENT DWGS. TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/16/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

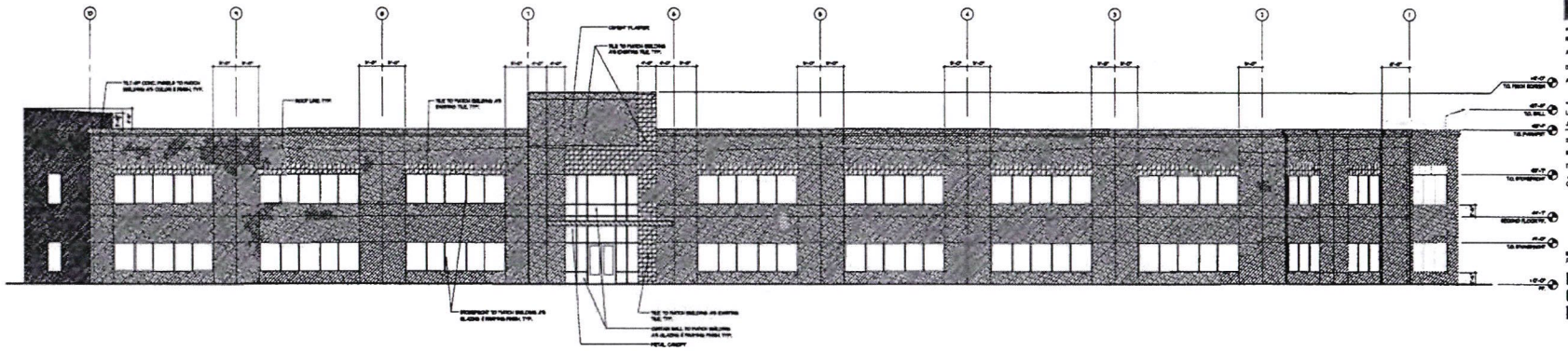
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JULY 31th, 2006

Drawing No.

A3.2

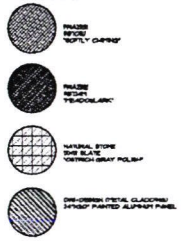
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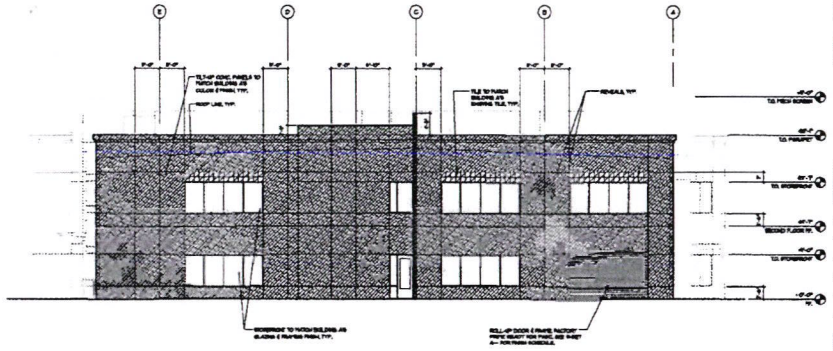


NORTH-WEST ELEVATION (BUILDING C) - BACK

SCALE : 3/32" = 1'-0"

FINISH LEGEND





NORTH-EAST ELEVATION (BUILDING C) - PARKING LOT SIDE

SCALE : 3/32" = 1'-0"

C | H
carlson barbee & gibson
& | D

Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title

EXTERIOR ELEVATION FINISHES

LICENSED ARCHITECT
DANIELE SAY, ROBERT
C-22048
STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	09.19.07	DESIGN REVIEW RE-SUBMITTAL
–	09.05.07	PRIM. PLAN CHECK SUBMITTAL
–	8.14.07	SIDE TO SIDE TEAM COORDINATION
–	8.03.07	SENT DWGS TO DESIGN REVIEW FOR COORDINATION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/29/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	COMMLCO	
	JULY 3th, 2006	

Drawing No.

A3.3

OF SHEETS

PLANT LEGEND

TREES

			SIZE	
QUL	QUERCUS LOBATA	VALLEY OAK	15G	L
PYR	PYRUS CALLERIANA 'ARISTOCRAT'	ARISTOCRAT PEAR	15G	M
QUW	QUERCUS WISLIZENII	INTERIOR LIVE OAK	15G	L
LAG	LAGERSTROEMIA INDICA	CREPE MYRTLE	15G	L

SHRUBS

			SIZE	
FES	FESTUCA OVINA GLAUCA	FESCUE	1G	L
ARC	ARCTOSTAPHYLOS 'EMERALD CARPET'	MANZANITA	5G	L
DIE	DIETES VEGETA	FORTNIGHT LILY	5G	L
CIS	CISTUS HYBRIDUS	ROCKROSE	5G	L
ESC	ESCALLONIA FRADESII	ESCALLONIA	5G	L
ELA	ELAEAGNUS PUNGENS 'MACULATA'	ELAEAGNUS	5G	L
PIT	PITTOSPORUM T. VARIEGATA	VARIEGATED TOBIRA	5G	L
RAC	RAPHIOLEPIS INDICA 'CLARA'	INDIA HAWTHORN - WHITE	5G	L
RAS	RAPHIOLEPIS INDICA 'SPRINGTIME'	INDIA HAWTHORN - PINK	5G	L
RAM	RAMNUS CALIFORNICA 'EVE CASE'	COFFEE BERRY	5G	L
VIB	VIBURNUM TINUS SPRING BOUQUET	DWARF VIBURNUM	5G	L
XYL	XYLOSMA CONGESTUM	XYLOSMA	5G	L

VINES

			SIZE	
CLE	CLEMATIS ARMONDII	EVERGREEN CLEMATIS	5G	

GROUND COVER

			SIZE	
BAC	BACCHARIS PILULARIS 'TWIN PEAKS'	COYOTE BRUSH	1G @36"OC	L
GAZ	GAZANIA SPECIES	GAZANIA	FLAT @12"OC	L

PLANTING NOTES

ALL AREAS TO BE PLANTED SHALL RECEIVE NITROGEN IMPREGNATED SOIL AMENDMENT AT A RATE OF 1.31 CUBIC YARDS PER 1000 SQUARE FEET. INSTALL ADDITIONAL SOIL ADDITIVES AS SHOWN IN SOILS TEST THIS SHEET.
THE PLANT LIST IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND IF A DISCREPENCY EXISTS, THE SYMBOL QUANTITIES SHOWN ON THE PLANS SHALL GOVERN.

FINISH GRADE IN PLANTERS EXCEPT TURF AREAS SHALL BE 1" BELOW TOP OF ADJACENT CURBS, WALKS, OR PAVED AREAS. GRADE ALL FINISH SURFACES SMOOTH AND EVEN WITH POSITIVE DRAINAGE TO SWALES OR DRAIN INLETS.

EXISTING LANDSCAPING DISTURBED DURING THIS WORK SHALL BE REPLACED WITH NEW LANDSCAPING TO MATCH.

ALL TREES SHALL BE DOUBLE STAKED WITH LOOSE POLE STAKES PER DETAIL.

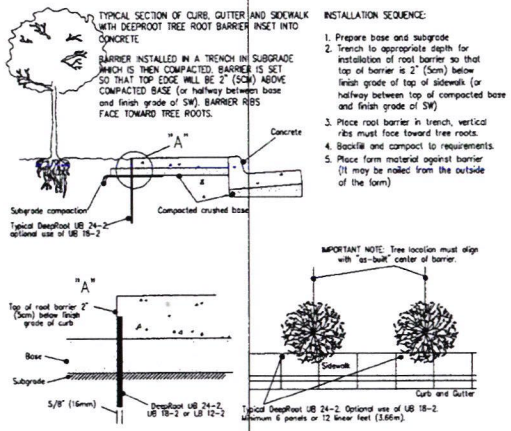
ALL PLANTING AREAS EXCEPT TURF AREAS SHALL RECEIVE A 3 INCH MINIMUM LAYER OF ½" MULCH OR BARK MULCH. PLACE MULCH AFTER ALL PLANT MATERIAL HAS BEEN INSTALLED. SHREDDED BARK MULCH IS NOT ACCEPTABLE.

TREAT ALL PLANTING AREAS EXCEPT TURF AREAS WITH A PRE-EMERGENT HERBICIDE PRIOR TO THE APPLICATION OF THE BARK MULCH.

PARKING LOT SHADE CALCULATION TABLE

BOTANICAL NAME/ Common Name	FULL S.F.	3/4	HALF S.F.	1/4	TOTAL S.F.
QUERCUS LOBATA	16 @ 962 = 15,382		73 @ 481 = 35,113		50,505
QUERCUS WISLIZENII	76 @ 962 = 73,112		0 @ 481 = 0		73,112
EXISTING TREES TO REMAIN	8 @ 962 = 5,772		45 @ 481 = 21,645		27,417

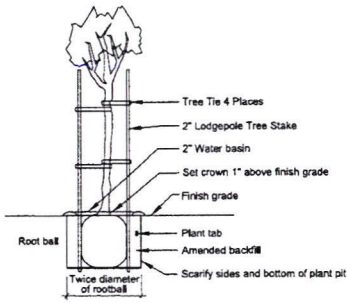
TOTAL TREE SHADE AT 5 YEARS:		TOTAL TREE SHADE AT 15 YEARS:	
TOTAL TREE SHADE	75,517 S.F.	TOTAL TREE SHADE	151,034 S.F.
TOTAL PAVED AREA	184,629 S.F.	TOTAL PAVED AREA	184,629 S.F.
PERCENT SHADE	41% @ 5 YRS.	PERCENT SHADE	82% @ 15 YRS.



INSTALLATION SEQUENCE:

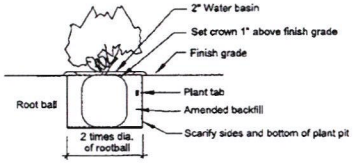
1. Prepare base and subgrade
2. Trench to appropriate depth for installation of root barrier so that top of barrier is 2" (5cm) below finish grade of top of sidewalk (or halfway between top of compacted base and finish grade of SW)
3. Place root barrier in trench, vertical ribs must face toward tree roots.
4. Backfill and compact to requirements.
5. Place form material against barrier (It may be nailed from the outside of the form)

A ROOT BARRIER



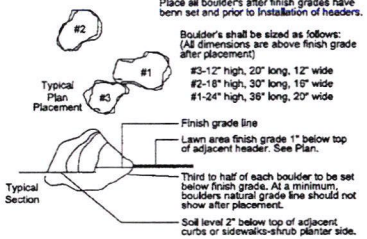
B TREE PLANTING

SECTION: NO SCALE



C SHRUB PLANTING

SECTION: NO SCALE



D GRANITE BOULDER

SECTION: NO SCALE

M. RANSBURY
No. 3630
Exp 2/28/09
NATIONAL LANDSCAPE ARCHITECT STATE OF CALIFORNIA

C H
calpo hom & dong
& D

architects
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Consultant

Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD RANCHO CORDOVA, CA

Sheet Title

PLANTING LEGEND

The undersigned architect does not represent that these plans or the specifications in connection therewith are suitable, whether or not modified for any other site than the one for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part at any other site.

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Architect		
Owner's Rep.		
Engineer		
NO.	DATE	DESCRIPTION
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	8.14.07	SITE CO FOR TEAM COORDINATION
-	5.03.07	SENT BINDS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
Job No.	C06161.00	
Date	JULY 31th, 2006	

Drawing No.

L1.0

OF SHEETS



C | H
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Project
FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE RANCHO CORDOVA, CA

Sheet Title
PLANTING PLAN

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Architect	
Design By	
Revision	

NO.	DATE	DESCRIPTION
-	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	100% CD FOR TEAM COORDINATION
-	5.03.07	SENT BIDS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/16/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

Job No. C06161.00
Date JULY 31th, 2006

Drawing No.
L1.1
OF SHEETS

IRRIGATION SYSTEM LEGEND

HEAD SYMBOL	MAKE/ MODEL	G.P.M.	RADIUS	DESCRIPTION
○	RAINBIRD 1806-SAM-PRS-12F LAWN POP-UP	2.4	12'	6" POP-UP LAWN HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.
◔	1806-SAM-PRS-12H LAWN POP-UP	1.2	12'	
◔	1806-SAM-PRS-12Q LAWN POP-UP	0.6	12'	
○	RAINBIRD 1806-SAM-PRS-15F LAWN POP-UP	3.3	15'	6" POP-UP LAWN HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.
⊖	1806-SAM-PRS-15H LAWN POP-UP	1.8	15'	
⊖	1806-SAM-PRS-15Q LAWN POP-UP	0.8	15'	
▽	RAINBIRD 1812-SAM-PRS-15F SHRUB POP-UP	3.3	15'	12" POP-UP SHRUB HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.
▽	1812-SAM-PRS-15H SHRUB POP-UP	1.8	15'	
▽	1812-SAM-PRS-15Q SHRUB POP-UP	0.8	15'	
⊟	RAINBIRD 1812-SAM-PRS-10H SHRUB POP-UP	.72	10'	12" POP-UP SHRUB HEAD ON SUPER FUNNY PIPE SWING JOINT ASSEMBLY.
⊟	1812-SAM-PRS-10Q SHRUB POP-UP	.36	10'	
■	RAINBIRD 1812-SAM-PRS-SST SHRUB POP-UP	1.11		
	RAINBIRD 1300A-F FLOOD BUBBLER	1.4		
⊠	RAINBIRD T22-4.6	3.4	20'	

SYMBOL	DESCRIPTION
⊕	POINT OF CONNECTION - 2" WATER SERVICE TAP. FEBCO 825Y 2" BACKFLOW PREVENTER
◕	AUTOMATIC CONTROL VALVES - RAINBIRD PGA SERIES, SEE PLAN FOR SIZE.
⊕GV	ISOLATION GATE VALVE - LINE SIZE
ⓒ	AUTOMATIC CONTROLLERS A = IRRITROL MC 18 PLUS B WALL MOUNT @ ELECTRICAL ROOM
◓	QUICK COUPLING - RAINBIRD DRC 1
	IRRIGATION MAINLINE 1 1/2" AND SMALLER = SCH. 40 2" AND LARGER = CLASS 315
	IRRIGATION LATERAL (CLASS 200)
	IRRIGATION SLEEVE (SCH40 TWO TIMES THE DIAMETER OF THE PIPE TO USE SLEEVE OR 2" IF ONLY FOR WIRE)
GPM STOP NO.	VALVE INFORMATION

IRRIGATION NOTES:

1. THE CONTRACTOR SHALL INSPECT THE SITE AND VERIFY CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.
2. INSTALL IRRIGATION SYSTEM IN ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
3. SEE DETAILS AND SPECIFICATIONS FOR PROCEDURES, MATERIALS AND INSTALLATION REQUIREMENTS.
4. THE IRRIGATION SYSTEMS ARE DIAGRAMMATIC ONLY. ALL EQUIPMENT SHOWN IN PAVED AREAS SHALL BE PLACED IN ADJACENT PLANTER AREAS WHERE POSSIBLE. ALL PIPING PASSING UNDER PAVING SHALL BE PLACED IN SCH. 40 SLEEVES 24" DEEP AND BACKFILLED WITH SAND A MINIMUM 12" ABOVE TOP OF PIPE.
5. THE LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES INVOLVED: I.E. GRADING, PLUMBING AND ELECTRICAL CONTRACTORS.
6. ALL VALVES SHALL BE PLACED IN AMETEC P19-12 OR EQUAL VALVE BOX. ALL VALVE BOXES SHALL BE LOCATED IN GROUNDCOVER AREAS WHEREVER POSSIBLE.
7. ALL COMPONENTS OF THE SYSTEM SHALL BE INSTALLED AND ADJUSTED TO PROVIDE 100% COVERAGE AND PREVENT OVERSPRAY ONTO BUILDINGS, WINDOWS OR PAVED AREAS.
8. NO EXTERIOR DRINKING FOUNTAINS OR OTHER PUBLIC FACILITIES ARE PRESENT IN THE DESIGN AREA.

M. RANSBURY — No. 3630 — Exp 2/28/09 — REGISTERED LANDSCAPE ARCHITECT — STATE OF CALIFORNIA

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Consultants

Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE RD. RANCHO CORDOVA, CA

Sheet Title

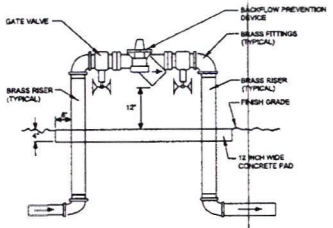
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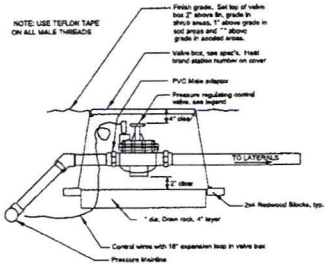
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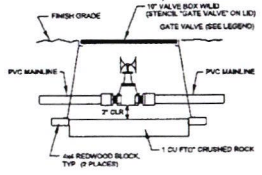
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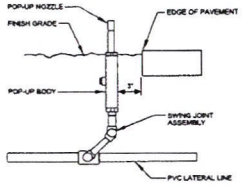
A BACKFLOW PREVENTION DEVICE — SECTION - NO SCALE



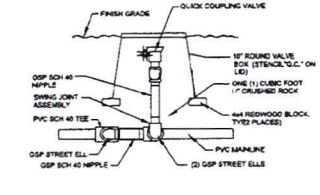
B REMOTE CONTROL VALVE — SECTION- NO SCALE



C GATE VALVE — SECTION - NO SCALE



D POP-UP IRRIGATION HEAD — SECTION - NO SCALE



NOTE: INSTALL 6" FROM NEAREST ADJACENT PAVED AREA OR VALVE GROUP ASSEMBLY

E QUICK COUPLING VALVE — SECTION - NO SCALE

Submitted	
Drawn By	
Reviewed	

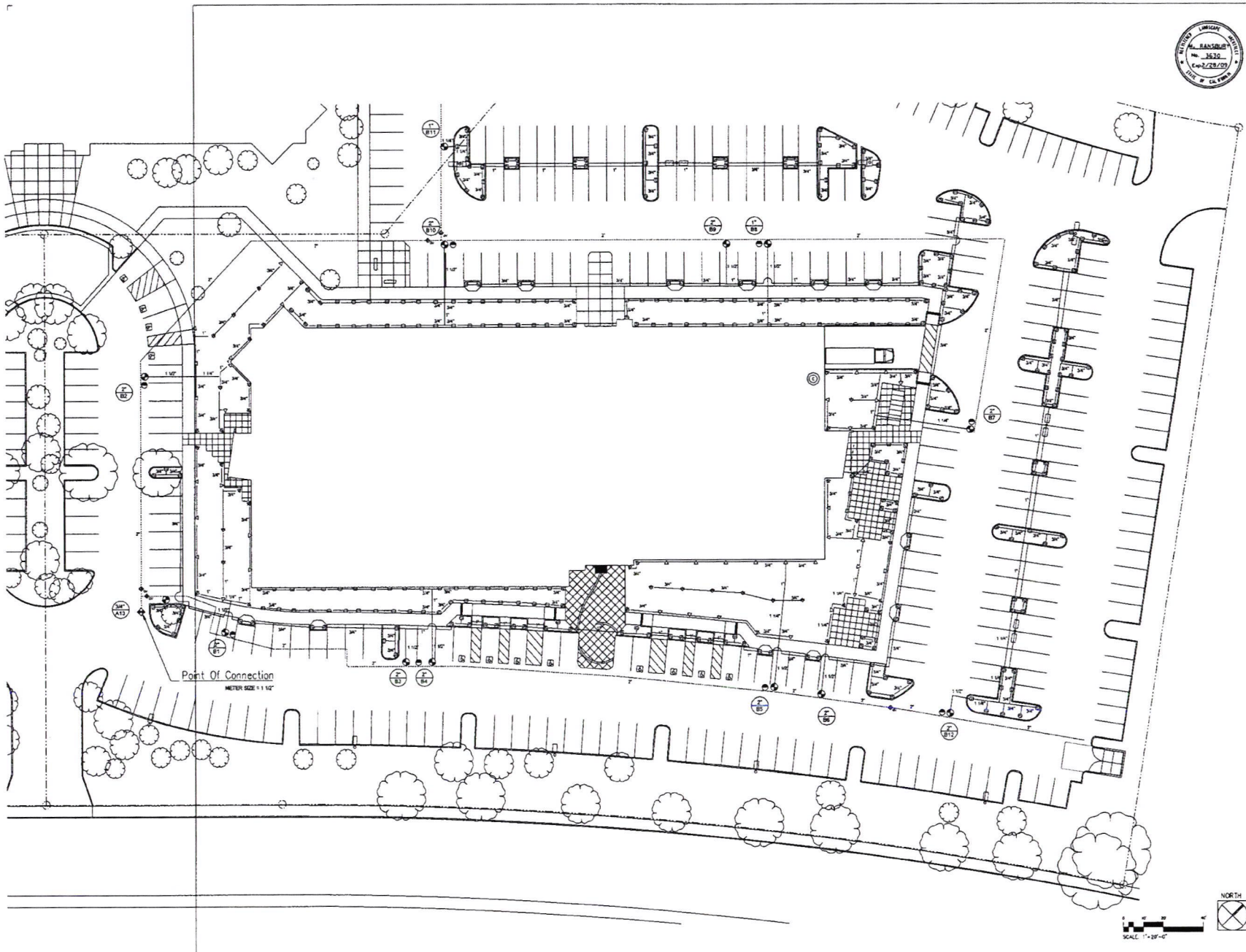
NO.	DATE	DESCRIPTION
	09.05.07	INITIAL PLAN CHECK SUBMITTAL
-	6.14.07	SEE ED FOR TEAM COORDINATION
-	5.03.07	SENT BMPS TO DESIGN TEAM FOR COORDINATION
-	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

Job No. C05161.00
Date JULY 31th, 2006

Drawing No.

L2.0

OF SHEETS



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Project

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title

IRRIGATION PLAN

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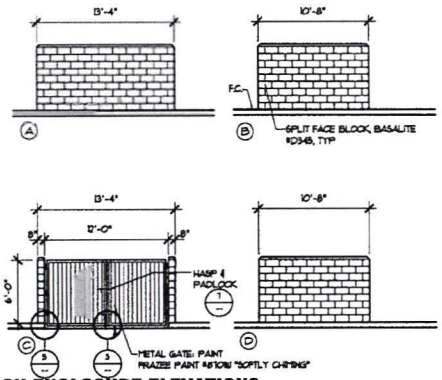
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Submitted		
Drawn By		
Revisions		
NO.	DATE	DESCRIPTION
1	09.05.07	INITIAL PLAN CHECK SUBMITTAL
2	6.14.07	50% SD FOR TEAM COORDINATION
3	5.03.07	SENT DWGS TO DESIGN TEAM FOR COORDINATION
4	3.30.07	FLOOR PLAN CHANGES PER MEETING ON 3/19/07
5	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
Job No.	C06161.00	
Date	JULY 31th, 2006	

Drawing No.

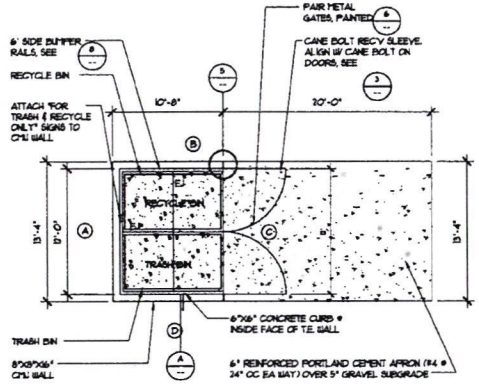
L2.1

OF SHEETS



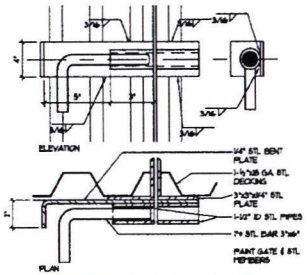
2 TRASH ENCLOSURE ELEVATIONS

SCALE: 3/16" = 1'-0"



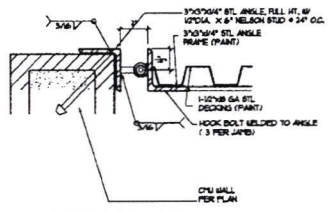
1 TRASH ENCLOSURE PLAN

SCALE: 3/16" = 1'-0"



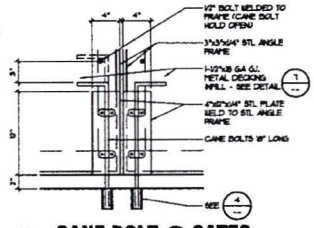
7 THROW BOLT @ GATE

SCALE: 3" = 1'-0"



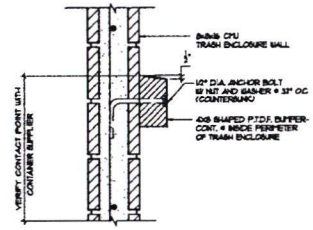
5 GATE FENCE

SCALE: 3" = 1'-0"



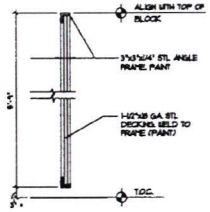
3 CANE BOLT @ GATES

SCALE: 1-1/2" = 1'-0"



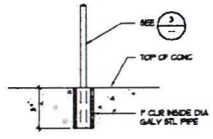
8 TRASH BUMPER

SCALE: 1-1/2" = 1'-0"



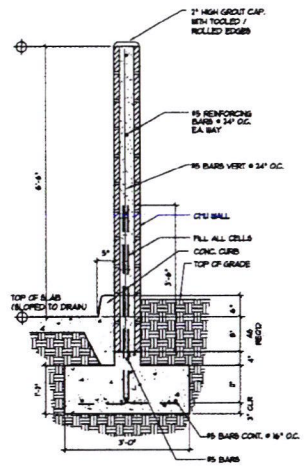
6 SECTION @ T.E. GATE

SCALE: 1" = 1'-0"



4 CANE BOLT REC'VR SLEEVE

SCALE: 3" = 1'-0"



A SECTION

SCALE: 3/4" = 1'-0"

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Project

CENTER AT MATHER BUILDING B & C

10181 OLD PLACERVILLE ROAD

Sheet Title

TRASH ENCLOSURE PLAN AND DETAILS

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LICENSED ARCHITECT — RENEWAL 08/31/2009 — C-22048 — STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION
–	08.19.07	DESIGN REVIEW RE-SUBMITTAL
–	09.05.07	INITIAL PLAN CHECK SUBMITTAL
–	6.14.07	SIDE CS FOR TOAH COORDINATION
–	5.03.07	STAFF CHECK TO DESIGN REVIEW FOR CORRECTION
–	3.30.07	FLOOR PLAN CHANGES PER MEETING OF 3/29/07
–	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	JULY 30th 2006	

Drawing No.

A1.7

OF SHEETS

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Exhibit A) for two new 72,924 square foot office buildings with associated site amenities at 10101 & 10121 Old Placerville Road, APNs: 077-0360-033 and 077-0360-035, project number RC-07-306.	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	
3.	Applicant shall be responsible for all damage to City streets associated with construction of the project. Applicant shall repair any damage attributable to the project upon notification from the City.	On-Going	Public Works	
	Prior to Issuance of Grading/Improvement Permits or Construction			
4.	Reciprocal access and roadway maintenance agreements shall be provided for the interior roadways of the proposed project. The roadway maintenance and reciprocal access agreements shall be recorded with the Public Recorders Office having jurisdiction and shall provide for the following: A. Provisions for the necessary repair and maintenance of the roadway surface B. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'6") and/or width of twenty feet (20') C. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping D. Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems E. Unrestricted use of and access to the roadways covered by the agreements. F. Provisions for the control of vehicle parking in prohibited areas and a	Prior to improvement plan or building permits, whichever comes first	Metro Fire District	

EXHIBIT B

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	mechanism for the removal of vehicles illegally parked.			
5.	A copy of the road maintenance agreement shall be provided to the Fire District with the site improvement or Civil Engineering drawings upon submittal for review. If the roadway agreement is not provided with the site improvement or civil engineering drawings, it shall be presented to the Fire District prior to the issuance of any construction permit cards.	Prior to improvement plan approval	Metro Fire District	
6.	Applicant shall photo-document the condition of adjacent streets and sidewalks to the satisfaction of the Public Works Department.	Prior to improvement plan approval	Public Works	
7.	If applicant modifies any access points, then the number, size, and location of driveways are subject to approval by the Public Works Department.	Prior to improvement plan approval	Public Works	
8.	Provide sewer easements for CSD-1 in a form approved by the District Engineer. All CSD-1 sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The sewer line shall be located in a dedicated sewer easement or in the public right-of-way.	Prior to improvement plan approval	CSD-1	
9.	All curbs immediately adjacent to internal walkways shall be vertical in design.	Prior to improvement plan approval	Police Department / Planning	
10.	There shall be no net loss of storage for any fill placed within the 100-year floodplain without in-kind excavation.	Prior to improvement plan approval	County Water Resources	
	Prior to Issuance of Building Permits			
11.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
12.	The applicant shall submit a revised landscape plan for review and approval by the Planning Director. The landscape plan shall cover the entire portions of the site and parking lot to be added for each respective building. The plan shall include the following changes: • Show annuals and other landscape that will be incorporated to soften and add color at that corner of Old Placerville Road and Routier Road. • Include calculations demonstrating conformance with City Water Use and Conservation provisions. • Specify pathways at least 6' wide, drawn to the correct scale.	Prior to Building Permit	Planning	
13.	This project shall receive a credit in the total amount of $120,000 towards transportation impact fees in consideration of traffic signal improvements previously constructed at the intersection of Old Placerville Road and Routier Road. The credit may be applied in a lump sum against transportation impact fees collected on the first building permit for the subject project.	Prior to Building Permit	Public Works	
14.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to Building Permit or entering into an MOU, to the satisfaction of the City, for the provision of funding; whichever comes first	Public Works	
15.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In	Prior to Building Permit or entering into an MOU, to the satisfaction of the City, for the provision of funding;	Public Works	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. The process to complete the requirements to satisfy this condition may take three to four months. Contact Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	whichever comes first		
16.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of the Public Works Department. Sidewalk panels shall be replaced to the nearest joint. • Replacement of damaged pavement along property frontage to the satisfaction of the Public Works Department. • Public improvement plans shall clearly delineate all transitions to existing improvements. • Enter into a frontage agreement for construction of public improvements shown on the approved plans and to the satisfaction of the Public Works Department.	Prior to Building Permit	Public Works	
	Prior to Occupancy Permit			
17.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director. The trash enclosure shall be painted to match colors used for the building.	Prior to Occupancy	Planning	
18.	All landscaping shall be planted according to the approved landscape plans. A certificate of compliance shall be submitted by a landscape architect, certifying that installation of water conservation features conforms to City water conserving landscape requirements.	Prior to Occupancy	Planning	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
19.	Bicycle racks shall be installed to the satisfaction of the Planning Director. The following guidelines shall be used: • Racks must be securely anchored. • A footprint 6 feet long by 2.5 feet wide must be provided. • There should be a minimum of 5.5 feet clear for pedestrian right-of-way outside the footprint. • Install bicycle racks at least 2.5 feet from walls and other obstructions and 4 feet from curb ramps and disabled parking.	Prior to Occupancy	Planning	
20.	Install improvements to the satisfaction of the Public Works Department.	Prior to Occupancy	Public Works	
21.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and portable document format, shall be submitted and approved by the Public Works Department.	Prior to Occupancy	Public Works	
22.	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 twelve (12) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Prior to Occupancy	Metro Fire District	
23.	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 Occupancy	County Water Resources	

Conditions of Approval

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

Advisory Comments – Rancho Cordova Planning Department

1. Sign permits shall be acquired for all building and monument signs placed on the site.

Advisory Comments – Rancho Cordova Building Department

1. Access to the public way will be required.
2. Plans submitted after 1/1/2008 will need to comply with 2007 California Codes.

Advisory Comments - Metro Fire District

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project.
2. The installation of security gates is regulated by the Sacramento County Fire Code, emergency access gates and barrier requirements. All proposed vehicle and pedestrian access gate installations shall be in full compliance with this regulation. Gates and fencing shall not be installed without plan review and approval by the Fire District.
3. Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways.
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Provide access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. Traffic calming measures, speed bumps, humps, etc., shall not be installed in fire apparatus access roadways.
6. All structures proposed for this project shall be equipped with an approved automatic fire sprinkler system. The automatic fire sprinkler system shall be designed to NFPA 13 standards.

Conditions of Approval

Advisory Comments – Rancho Cordova Police Department

1. Parking/Circulation:
   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.

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:
      (1) 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.
      (2) 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.
      (3) Outside hinges on all hatchway openings shall be provided with non-removable 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:

(1) 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:

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

j. 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.

b. All landscaping plans shall include maintenance of all landscape materials that may come in contact with lighting or address elements. Tree canopies shall be above light poles (at maturity) and any shrubbery shall not obstruct pedestrian-scale accent lighting.

4. Lighting:

a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with metal halide 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 one foot-candle 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 an independent 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. Exterior door, perimeter, soffit 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.)

5. Building Numbering:

a. Each building shall have its particular address prominently displayed on the side facing the street, and its front and rear doors. (Rear door numbers only need to be three inches in height.) If front door numbers are placed on glass, the numerals shall be white in color.

Conditions of Approval

Advisory Comments – County Sanitation District 1 (CSD-1)

1. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to issuance of Building Permits. Contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

Advisory Comments – County of Sacramento Department of Water Resources

1. Minimum pad/floor elevations shall be required pursuant to the Sacramento County Floodplain Management Ordinance. STD#193

2. Non-enclosed parking areas shall be constructed no lower than one-foot below the base flood elevation. If the parking area is constructed lower than this requirement, then appropriate signage shall be required to warn of the possible flood hazard.

3. Incorporate stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with "Start at the Source", latest edition as published by BASMAA. Such implementation may be able to reduce the stormwater quality treatment requirement.

4. Because the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate permanent stormwater quality treatment measures in conformance with applicable City and County ordinances and standards, and state and federal law. (Contact Dalia Fadl at (916) 874-1321 for stormwater treatment options).

Project Name: Fite Corporate Center Phase II
Date of Review: 9/25/07

RANCHO CORDOVA DESIGN GUIDELINES C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS	The Proposed Project				
	n	-	=	+	Description/Comments
SITE DESIGN > CIRCULATION (4:4)					
OBJECTIVE: Develop an on-site circulation system that ties office development into the community transportation network and promotes all forms of transportation, including vehicles, bicycles, pedestrians, and transit.					
DESIGN GUIDELINES					
1. Where possible, place the primary entrance of office buildings at the building setback with an entry from the public sidewalk.	☒	☐	☐	☐	• Buildings are set back about 105' from back of sidewalk. Building setback for MP is 25'. Approximately 21' is designated for the widening Old Placerville, so the setback desired to meet this standard is about 50'. • The building pads have already been graded, so it is not economically feasible to move them forward at this point.
2. Provide pedestrian amenities (i.e. places for people to sit, wide sidewalks at building entries, weather protection along buildings and along walkways, etc.) that increase safety and comfort (total of six provisions listed for implementation).	☐	☐	☒	☐	• Buildings have wide entry areas with canopies for weather protection; • Sidewalks/walkways are at least 6' wide • Benches are provided, although not conveniently located near building entries or passenger loading zones. • Given the topography of the site, fairly direct connections are provided from the public sidewalk to building entrances (grade from Routier is too steep to provide access) • Bollard lights are used to Illuminate walkways, but would bwe better if they were located

ATTACHMENT 2

RANCHO CORDOVA DESIGN GUIDELINES C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS	The Proposed Project				
	n	-	=	+	Description/Comments
					closer to where the walkways meet the sidewalk • No free-standing shelters are provided for weather protection • Access from the bus stop at Routier and Systems Parkway is not direct
3. Bicycle parking/storage shall be located in visible areas, proximate to entries, and integrated into project design.	☐	☐	☐	☒	• Visible, well-lit locations for bicycle parking are located near building entrances. • Bike parking areas are paved with Bomanite and shaded like other pedestrian areas on the site
SITE DESIGN > PUBLIC SPACES AND PEDESTRIAN AMENITIES (4:8)					
OBJECTIVE: Provide usable public spaces and gathering spaces oriented towards employees and visitors to the site.					
DESIGN GUIDELINES					
1. Link office buildings together with plazas, greens, or gardens for employees to gather. Design public spaces for site identity and sense of place.	☐	☒	☐	☐	• Buildings are linked via landscaped pathways, but no gathering place is provided
2. Landscape outdoor areas with visually stimulating soft- and hardscape that helps to identify the site.	☐	☐	☒	☐	Arrangement of plantings together with rock and water features provide site identity
3. Define and enhance street corners and edges through building placement, public spaces, and relationship to street.	☒	☐	☐	☐	• Building placement and public spaces do not address corners or the street • Enhanced landscaping at the corner of Old Placerville and Routier improved the relationship of the site to the street ?? [see landscape plan]
SITE DESIGN > BUILDING PLACEMENT AND ORIENTATION (4:10)					
OBJECTIVE: Design and construct buildings to create safe, pleasant, and active environments.					

RANCHO CORDOVA DESIGN GUIDELINES C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS	The Proposed Project				
	n	-	=	+	Description/Comments
DESIGN GUIDELINES					
1. Place buildings to accommodate the pedestrian user, relate to street, and connect to adjoining properties (orientation and design features of entrance, design of spaces between buildings).	☐	☒	☐	☐	• There is nice landscaping between building and street, but the area is dominated by parking • Bollard lights are used along interior pathways, but are not used to indicate pedestrian entries at the street • Uplighting and stairwell lighting will add interest to the facades
SITE DESIGN > PARKING (4:12)					
OBJECTIVE: Create functional parking areas that minimize physical barriers for pedestrians.					
DESIGN GUIDELINES					
1. Parking lots shall be designed to facilitate safe and efficient pedestrian movement between parking and buildings. Parking should not be the predominant aesthetic facing public street intersections (four provisions listed for implementation).	☐	☐	☒	☐	• Parking areas are broken up, which meets provision #1 • Would be better if more parking was located towards Systems Parkway or the adjacent industrial building but the site has already been graded • Parking aisles other than the entrance oval do not include streetscape features • The topography of the site is a barrier - two pedestrian entries are provided but do not connect directly to building entries, and no pathways connect to the parking lots
ARCHITECTURE > STYLE AND DESIGN DETAILS (4:16)					
OBJECTIVE: Use an architectural style or theme that establishes a clear, interesting project identity for office parks with multiple buildings as well as individual office structures. The architectural style shall be evident on all elevations of all buildings.					

RANCHO CORDOVA DESIGN GUIDELINES C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS	The Proposed Project				
	n	-	=	+	Description/Comments
DESIGN GUIDELINES					
1. Design all sides of the building with consistent architectural and façade elements (specific roofline and façade improvement techniques listed).	☐	☐	☒	☐	• The roofline silhouette is broken up through the use of large cornices at main entries and changes in parapet heights at the end of each building wing • Curtain walls of windows, structural articulation and building off-set add distinction to the façades.
2. Design entries to be clearly visible from the street and provide visual interest (design provisions listed for primary/secondary entrances and enhancements).	☐	☐	☐	☒	• Main building entries are accented with architectural definition using cornices, awnings with down-lighting, recessed entries, and tile accents, which provide relief to the otherwise repetitive facades • All entry doors are mostly glass (transparent) • Secondary entry doors have sidelight windows but no other detailing • Up-lighting will add interest to the façade at night.
CHECKLIST EVALUATION					
Total (10 Guidelines)	2	2	4	2	2 items are not applicable; 2 items are not met (or are partially met); 4 items are mostly met, and 2 items are exceeded

ATTACHMENT 3

Fite Development Co.
9857 HORN ROAD • SACRAMENTO, CALIFORNIA 95827 • (916) 366-3696 • FAX: (916) 361-9043

RECEIVED
OCT 19 2007
RANCHO CORDOVA
PLANNING

October 10, 2007

Ms. Katja Irvin, Assistant Planner
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: Fite Corporate Center Buildings B & C-RC-07-306-Design Review

Dear Ms. Irvin:

We are truly appreciative of your efforts for the timely processing of our Design Review Application. We wish to express this appreciation publicly.

We have reviewed the projects Conditions of Approval and ask if you could distribute this correspondence regarding the applicant's comments to the Conditions of Approval to the Planning Commission for their review prior to our October 11th hearing. Our comments are limited and are focused to transportation elements.

Fite Development Company has a long history of participation for the road and infrastructure improvements at the intersection of Old Placerville & Routier Roads. The long term improvements have included road realignment, widening, signalization, and related infrastructure improvements. Additionally, to facilitate the widening of Old Placerville Road, the Project was burdened with an approximate 75 foot taking as the County of Sacramento could not require a federal facility such as Mather Air Force Base to dedicate land for this purpose.

As the Staff Report notes, Public Works has expressed a desire to widen Old Placerville Road and take an additional 21 feet from the applicant's property sometime in the future. While this is not a Condition of Approval, the applicant has expressed its concern to Public Works by referencing the grade variation between the north and south sides of Old Placerville Road. Any taking to the north will require a retaining wall to be built and will present a public safety issue due to the grade variation. Land to the south is level, is safer to widen, and has not yet participated in dedicating land for road widening.

Should the Planning Commission approve the project; the applicant would appreciate the opportunity to continue to work with Public Works, prior to the City Council hearing, to discuss any possible transportation fee credits the project may be eligible for due to road improvements Fite Development Company has already participated in. Our request, if approved, is for the Planning Commission to acknowledge this request in their report to City Council.

We appreciate your consideration.

Respectfully Submitted,
FITE DEVELOPMENT COMPANY

Chuck Shaw

ATTACHMENT 4

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
October 11, 2007

1. CALL MEETING TO ORDER

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, October 11, 2007 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Troy Konarski called the meeting to order at 6:01 p.m.

Staff Present: Senior Planner, Jeffrey S. Beiswenger; Assistant Planner, Katja Irvin; Planning Commission Clerk, Charlene Fortunka

Roll Call:

Commissioners Present: Burke, Cummings, Konarski, Moe, Vance
Commissioners Absent: Savorn, Smith

A. **Flag Salute** – Pledge of Allegiance was conducted.

B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the October 11, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the agenda of the October 11, 2007 Planning Commission Meeting. Motion was approved unanimously.

C. **Minutes** – The Planning Commission reviewed the minutes of the September 27, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the minutes of the September 27, 2007 meeting. Motion was approved unanimously.

2. PUBLIC COMMENT – There were no public comments heard at this meeting on non-agenda items.

3. PUBLIC HEARING

A. Consideration of the Tentative Parcel Map for 11320 Dismantle Court - RC-07-311

Request: The applicant is requesting a Tentative Parcel Map to create three (3) lots from a 13-acre parcel at 11320 Dismantle Court in the South Sunrise Special Planning Area.
Project Applicant: Gary Cope / Frank Cemo, 1107 Investment Blvd., #150, El Dorado Hills, CA 95762.
Project Location: APN: 072-0570-029; 11320 Dismantle Court.

Assistant Planner Katja Irvin recommended the Planning Commission continue the item to the November 8 regular meeting. Chair Konarski opened the public hearing.

The Commissioners had the following concerns and comments:

- Konarski-Can you provide us with some background on this project and why it is being continued? Irvin-The applicant originally proposed four parcels for a parcel map, one of which was landlocked, generating a high quantity of conditions for different kinds of easements and access ways. The applicant decided to redo the map with just three parcels, requiring additional staff review.

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Vance, to continue the item to the November 8 regular meeting.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

B. Consideration of the Design Review for Fite Corporate Center, Buildings B & C- RC-07-306

Request: Applicant is requesting Design Review approval for two new two-story spec office buildings on a site surrounded on three sides by Old Placerville Rd., Routier Rd., and Systems Parkway. Each building will have a gross floor area of 72,924 square feet and be located on its own parcel approximately five acres in size. The project includes parking lot, landscape, and pedestrian access improvements.
Project Applicant: Fite Development, Charles Fite, 9857 Horn Road, Sacramento, CA 95827
Project Location: APN: 077-0360-033 & 077-0360-035; 10101 & 10201 Old Placerville Road.

Assistant Planner Katja Irvin recommended the Planning Commission forward a recommendation to the City Council to find the project is exempt from CEQA Guidelines Section 15061(b)(3) and adopt a resolution approving the Design Review for Fite Corporate Center Buildings B & C, Project No. RC-07-306, subject to the findings, evidence, Design Package, and Conditions of Approval. Chair Konarski opened the public hearing and took testimony from Alan Hom, CH&D Architects, Kim Altamero, CH&D Architects and Chuck Fite, Fite Development.

The Commissioners had the following concerns and comments:

- Cummings-Can you show us all of the egress and ingress routes? It looks like there are three entrances and exits on the north side, which empty out onto Systems Parkway, one on the south side on Old Placerville, and none on Routier due to the drop. Irvin-Those are all of the existing egresses/ingresses.
- Moe-Is the stairway element lighted in Building A? Altamero-No, because there is an existing lighted water feature. Instead of adding another lighted water feature to the sides of Buildings B and C, we added the element of light.

- Moe-Is Building A pretty well leased out? Altamero-Yes.
- Moe-Do you intend to build both Buildings B and C at the same time? Altamero-Our understanding is pending approval, we can build both buildings at the same time or one now and the other at a later date. It depends upon what Fite Development wants. Fite-We will most likely build both buildings at the same time.
- Moe-Will there be an expiration date on the approval, if one building is built now, and the other is built 10 years from now? Irvin-If a building permit is applied for but building does not commence within a specific period of time, it will expire. There is no expiration on the design review approval.
- Burke-Do you have tenants for these buildings? Fite-We don't usually get tenants ahead of time, but a number of businesses have expressed interest. We are negotiating with a tenant right now to expedite this development.
- Burke-The buildings aren't that tall, but there are high rises on the roof; would cellular towers be able to go up there to be hidden if needed? Fite-We have a cellular company on that site, but it is not a preferred location because of how low it is. They would need a pretty high mast and it is my understanding that they are looking elsewhere.
- Burke-Are there areas for workers to eat lunch outside? Fite-That is more tenant driven; the tenant in the first building is very security conscious, and they don't want people going in and out. The second tenant that we are working with is likely to be in the same situation; it's really their call, there is open space provided that could potentially be used for this purpose.
- Cummings-Will only Building C have a loading zone area? Altamero-Both Buildings B and C will have a loading zone area.
- Cummings-What size trucks are you expecting to be able to use that area? Fite-The drawing shows what appears to be a 20-foot box truck; we have a number of tenants who need to bring in large size materials.
- Cummings-Would you consider adding a retaining wall or landscaping to screen the trucks, if they had enough room to pull out and back in? Altamero-We can look into that, but we don't want to detract from the overall design of the building itself. Irvin-There will be trees and other landscaping that will help to screen the view.
- Cummings-The presentation you (the applicant) showed indicated a location on the building for the address numbers, but our plans don't show this; is that the final placement of the numbers? Altamero-That is just a proposed area, but we have yet to coordinate with staff to determine a final location.
- Cummings-Are we approving landmark signage tonight? Irvin-No, the applicant is not proposing monument signage at this site.
- Vance-Have you considered putting solar panels on the buildings? Fite-That option was discussed, but that technology is not cost effective in this area at this point. We have tried to make the buildings as energy efficient on a passive basis as possible, and have accrued LEED points by meeting certain criteria.
- Vance-Considering the fact that there are three buildings planned in this location, and a school across the street, have you consulted with the Public Works Department regarding the egress onto Routier from Systems Parkway and the potential traffic impacts? Fite-We put that signal and intersection in at the County's design; they wanted to prevent people from going straight across, cutting through and using Systems Parkway.
- Burke-Employees working in these buildings would be able to take Old Placerville Road, go across and make a left, but if they were on Systems Parkway they would need to either go left or right on Routier, they could not go straight, to get to Lincoln Village. Cummings-One of the problems we were facing was trying to keep Lincoln Village Drive as a neighborhood street, and early on they decided to block that off from having direct access.

- Moe-The elevations show a truck back up for Building B, but the site plan does not; why is there a disconnect between the two? Fite-The concept is for the buildings to be mirror images of each other. Hom-We wanted to show both options; our design shows the roll up door to give the tenant an option for this, but if the tenant does not need the roll up door or storage ability, that door will be replaced with glass panels.
- Burke-What are your concerns with the widening of Old Placerville and construction of a retaining wall? Fite-Parking would be lost, and a retaining wall would be on a difficult grade and present safety issues if a driver left the roadway.
- Burke-There has been more than one occasion of traffic accidents occurring along these roadways with cars losing control, taking out fences and light poles and ending up in the ditch. The speed limit along Old Placerville is twice that along Routier, which is a cause for concern. Fite-Was unaware of how often the accidents occur.
- Cummings-How many parking spots will you lose if Old Placerville is widened? Can we basically assume that the whole first row of parking will be lost? Fite-Have not done that count yet, but it would be that entire row of parking.
- Moe-Will that loss of parking cause you to be underparked? Fite-Yes, and we are constrained for space due to the location of the property.

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Burke, to forward a recommendation to the City Council to find the project is exempt from CEQA Guidelines Section 15061(b)(3) and adopt a resolution approving the Design Review for Fite Corporate Center Buildings B & C, Project No. RC-07-306, subject to the findings, evidence, Design Package, and Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

C. Consideration of the Design Review for 11301 Dismantle Court- RC-07-309

Request: The applicant is requesting Design Review approval for a new 2,700 sq. ft. pre-manufactured metal building, replacing a previously demolished metal building. The proposed building is 17'10" high, and will be constructed on a new concrete slab built on top of the slab from the demolished building. The project also includes new parking lot striping, and new landscaping along the perimeter of the site.
Project Applicant: Thomas Bell, Architect, P.O. Box 405, Garden Valley, CA 95633
Project Location: APN: 072-0570-030; 11301 Dismantle Court

Assistant Planner Katja Irvin recommended the Planning Commission forward a recommendation to the City Council to find the project categorically exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act and adopt a resolution approving the Design Review for 11301 Dismantle Court, Project No. RC-07-309, subject to the findings, evidence, Design Package, and Conditions of Approval. Chair

Konarski opened the public hearing and took testimony from Bill More, Project Representative and Thomas Bell, Project Architect.

The Commissioners had the following concerns and comments:

- Cummings-What will the fence materials consist of? Irvin-My understanding is that the fence will be replaced, or at the very least the screening will be replaced. The applicant will be able to speak more to this.
- Moe-What are the dimensions of the building? Bell-30'X90'.
- Konarski-Why are you taking down the old building and putting this new building up? More-The one that we demolished was considerably smaller and run down. We purchased this property right around the end of last year. It had been an existing dismantling business that had run itself down, so we are constructing this new 2,700 square foot building for dismantling purposes and are trying to upgrade the entire property.
- Konarski-The building looks like it will be built offsite and brought onsite; why not make this a permanent building? More-It is essentially a prefab building; we are required to dismantle cars/salvage under a roof, and do not need to construct a tilt up building or something of similar material to conduct business.
- Konarski-What kind of lifespan do you anticipate for this building? More-This is a long term building.
- Moe-Can you discuss the building materials; is the siding horizontal? More-(passes around material sample) it will be vertical siding that is completely compatible with the rest of the buildings in this area. Bell-The siding is installed in a horizontal orientation.
- Moe-What will be the color? More-White/off-gray.
- Cummings-Will the fencing be replaced or new slats put in? Bell-Portions of the fence will be replaced, but the majority around the perimeter of the site will remain.
- Cummings-Are you adding wire to the top of it? More-Razor wire is not planned at this point.
- Cummings-What do you estimate your savings to be with a metal frame pre-existing model? Bell-It will be substantial.
- Cummings-Do you anticipate that this building will last for at least 30 years? Bell-This is a heavy duty awning structure that is basically being closed on the back end. More-There are numerous buildings here built of the same materials that have lasted over 25 years.
- Cummings-Once the vehicle is dismantled, do you have facilities inside the building to process the parts, or does someone come in to pick all of that up? More-We bring in the salvage car, it goes into that building on a rack, select parts are dismantled from the car, and the rest of it is sent to scrap across the street.
- Vance-The conditions of approval did not refer to lighted building numbering, but the advisory comments did. Will lighted address number be put on the building? More-The numbers will be on the primary building. Irvin-We can move the advisory condition to the actual conditions of approval. Vance-Would like that condition to be added.

Action:

Motion: Commissioner Vance moved, seconded by Moe, to amend the recommended motion to include the condition that the building numbers be lighted.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance

NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

Motion: Commissioner Vance moved, seconded by Commissioner Burke, to forward a recommendation to the City Council to find the project categorically exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act and adopt a resolution approving the Design Review for 11301 Dismantle Court, Project No. RC-07-309, subject to the findings, evidence, Design Package, and amended Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

4. REGULAR CALENDER

A. Planning Commission Training-No training was scheduled for this meeting.

5. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

6. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- Discussion of October 15 Joint City Council/Planning Commission Study Session on the first three draft articles of the Zoning Code.
    - Cummings-Is this session related to the Folsom Boulevard Specific Plan and the Sacramento Bee article on the separate Design Review Board? Beiswenger-The purpose of the meeting is to discuss the draft zoning code. There is a proposal in the Folsom Boulevard Specific Plan to have a Design Review Board, whereby a qualifying project that meets a very specific set of criteria would go to get approvals.
    - Burke-How would this be fast-tracking if an applicant still needs to go before a review body other than us? Beiswenger-There are a number of different ways to fast track a project, and urban design professionals can be put on this Design Review board with specific expertise and they can make decisions very quickly without having to find a spot on the City Council or Planning Commission agenda.

- Cummings-Opposed to this for a number of reasons. The Planning Department should provide more training to allow the Planning Commission to review more complex projects. A review board could reduce the Planning Commission's role significantly, and gives the impression that this Commission is no longer a valid entity.
- Burke-Has heard the same thing, and feels that our agendas are fairly light, and would have liked to have heard it from staff rather than from the article.
- Cummings-Who made the Design Review Board proposal? Beiswenger-City Council members and staff.
- Cummings-Has there been any discussion of having that Board consist of members of the Planning Commission? Beiswenger-That is a possibility, but those details weren't discussed. There was discussion of having the City Council be the temporary Design Review Board.
- Burke-Isn't there already Planning Director approval of projects meeting with certain requirements that thereby bypass us? Why wouldn't a design review go through the Planning Director instead of creating a whole new group? Beiswenger-Most design reviews now go to the City Council.
- Burke-It seems as though any applicants going before the Design Review body are pretty much approved as long as they have met all of the requirements. Beiswenger-If an applicant met a certain set of criteria, a project could legally be approved by a Design Review Board.
- Moe-If our zoning code, general plan, and specific plan call something in a much prescribed manner and the developer agrees to meet those criteria, they sail through the approval process, and they are fast tracked. How likely that is to occur every time is variable, but it seems that the City Council and planning department are saying that when it does occur, the process is expedited. Beiswenger-The idea is to encourage development and shorten the approval timeline; there are incentives to accelerating the development review process, for both the small business owner and developer.
- Konarski-What is the average timeframe for a project to get through Planning Commission and City Council? Irvin-About four months. Beiswenger-Compared to a lot of jurisdictions we are pretty fast with the two hearing process, so time is not currently that much of a problem.
- Konarski-So if they are trying to address lengthy processes, what is prompting this? Beiswenger-Four months is longer than it could be. Moe-A $120 million Folsom project loses half a million dollars with each month of delay. Time can cost a lot of money especially with escalating construction costs.
- Commissioners would like to have training/discussion on the Folsom Boulevard; staff anticipates item coming before the Commission before the end of the year. Delays are due to getting the document fully vetted with the management team, we want it to be reviewed thoroughly at the staff level prior to going before the review bodies.

- Burke-Last year we approved a design review for Cordova Veterinary Hospital on La Loma; what happened with the building? Moe-It was too expensive to build, so they relocated to Mills Station Road.
- Moe-How common are Design Review Boards in California cities? Beiswenger-They do exist. They tend to address historic neighborhoods/downtown areas, or special districts.
- Cummings-Requests goals setting meeting with the Planning Director for the Planning Commission, i.e. media training, Leadership Rancho Cordova.

7. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 7:43 p.m., October 11, 2007, to the next scheduled meeting.

Troy Konarski, Planning Commission Chair

Jeffrey S. Beiswenger, Senior Planner

ATTEST:

Charlene Fortunka, Commission Clerk

METROSCAN
Reference Farm
Sacramento (CA)

ATTACHMENT 5

Owner	Address	Phone	Ref Number
Aim High Revocable Trust	10081 Nebula Way Sacramento 95827		16
Aim High Revocable Trust	10085 Nebula Way Sacramento 95827		17
Aim High Revocable Trust	10093 Nebula Way Sacramento 95827		19
Baker Jeffa Faye	10057 Stephina Ct Sacramento 9582		43
Banh Richard;Mang Chi Luong	3548 Sunrise Pines Dr Sacramento		63
Borges Zella M;Mark A Patri	10097 Nebula Way Sacramento 95827		20
Brizzee Vicki L;Andrew	3528 Sunrise Pines Dr Sacramento		58
Carpenter Bonnie Ann;Aka Ca	10049 Stephina Ct Sacramento 9582		45
Chan May C	10075 Nebula Way Sacramento 95827		14
Chu R Q F;K E Living Trust	10048 Briantown Ct Sacramento 958		30
Chung Tony;Lillian D	3549 Sunrise Pines Dr Sacramento		26
Clark Orville D;Patricia G	10060 Crimora Ct Sacramento 95827		70
Coles Frank;Lourdes	10089 Nebula Way Sacramento 95827		18
Coley Paul E Jr;Yuriko	10053 Stephina Ct Sacramento 9582		44
Cook Dale B;Sophia L;Tr	3541 Sunrise Pines Dr Sacramento		28
Cordova Recreation;Park Dis	Routier Rd Sacramento 95827		3
Corning Sandra Jean;Anissa	10101 Nebula Way Sacramento 95827		22
County Of Sacramento	Routier Rd Sacramento 95827		21
Delavega Corazon Delena	10082 Nebula Way Sacramento 95827		5
Delgatto Deborah J	3529 Sunrise Pines Dr Sacramento		36
Dudley Melvin G;Robyn J	10098 Nebula Way Sacramento 95827		9
Egan Land Company	10075 Lincoln Village Dr Sacramen		10
Egan Land Company	10071 Lincoln Village Dr Sacramen		11
Egan Land Company	10090 Nebula Way Sacramento 95827		7
Egan Land Company	10094 Nebula Way Sacramento 95827		8
Egan Land Company	10086 Nebula Way Sacramento 95827		6
Egan Land Company	10067 Lincoln Village Dr Sacramen		12
Fairley-slocum Mary L	3520 Sunrise Pines Dr Sacramento		56
Filpula Alvin T;Deborah Mar	10090 Lincoln Village Dr Sacramen		47
Fite Company	Routier Rd Sacramento 95827		75
Fite Kirschman;Patzer Devel	*no Site Address* Sacramento 9582		71
Fite Kirschman;Patzer Devel	Old Placerville Sacramento 95827		73
Fite Kirschman;Patzer Devel	Old Placerville Sacramento 95827		74
Fite Kirschman;Patzer Devel	*no Site Address* Sacramento 9582		72
Gibson Jon;Marylois	10210 Systems Pkwy Sacramento 958		80
Gibson Jon;Marylois	10200 Systems Pkwy Sacramento 958		79
Grantham Donelda G	10056 Stephina Ct Sacramento 9582		42
Habeger Robert	3521 Sunrise Pines Dr Sacramento	916-369-2267	38
Haleem Abdul;Saimoon N	10052 Crimora Ct Sacramento 95827		68
Heon Henry J Jr;Jennifer J	10053 Briantown Ct Sacramento 958		34
Hernandez Francisco	3537 Sunrise Pines Dr Sacramento		29
Hoadley Family Trust	3545 Sunrise Pines Dr Sacramento		27
Horn Anthony Kimball;Tracy	10086 Lincoln Village Dr Sacramen		48
Ibanez Rodney	10049 Briantown Ct Sacramento 958		35
Jackson James T III;Iris D	3508 Sunrise Pines Dr Sacramento		53

METROSCAN
Reference Farm
Sacramento (CA)

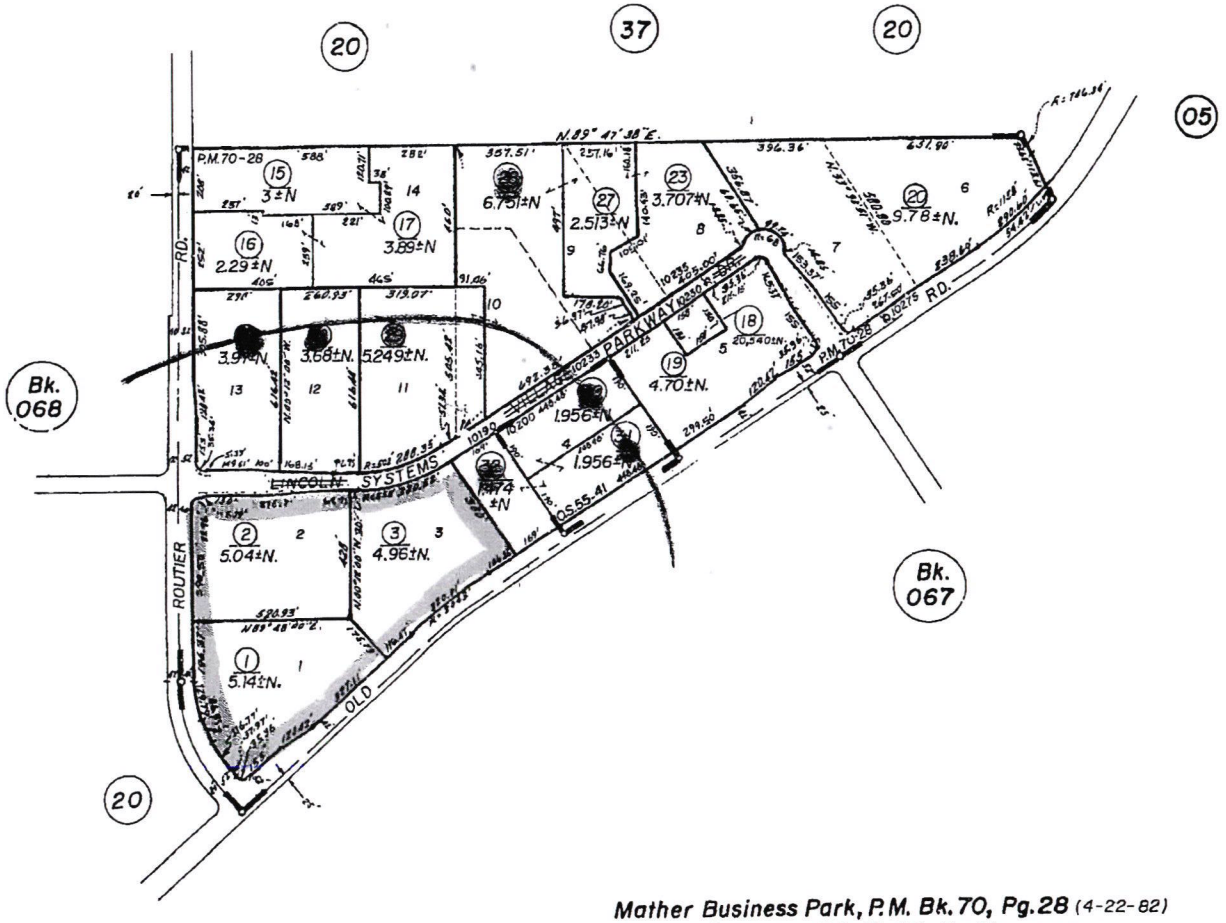
ATTACHMENT 5

Owner	Address	Phone	Ref Number
Joubert Saiman	3525 Sunrise Pines Dr Sacramento	916-362-7536	37
Karcha Galina	3516 Sunrise Pines Dr Sacramento		55
Kennedy J A Living 2006 Tru	3512 Sunrise Pines Dr Sacramento		54
Kioroglo Dmitriy;Yelizaveta	10048 Crimora Ct Sacramento 95827		67
Knobloch Nep	10056 Crimora Ct Sacramento 95827	916-369-8302	69
Lemons Denise	10044 Crimora Ct Sacramento 95827		66
Manasyan Natalya	3524 Sunrise Pines Dr Sacramento		57
Manukyan Garnik	10059 Crimora Ct Sacramento 95827		23
Mason Bill;Teresina	10040 Crimora Ct Sacramento 95827		65
Mickle Darwin N;Patricia M	10190 Systems Pkwy Sacramento 958		81
Montemayor Joshua J;Brandy	10041 Stephina Ct Sacramento 9582		46
Moore John H;Lena L	3544 Sunrise Pines Dr Sacramento		62
Oakes Bernadette;Scott Chri	3540 Sunrise Pines Dr Sacramento		61
Olaleye Olatunji A	3532 Sunrise Pines Dr Sacramento		59
Ortiz Lytarsha	10049 Crimora Ct Sacramento 95827		25
Peterson David W;Linda D	10052 Briantown Ct Sacramento 958	916-363-7163	31
Querry Family Revocable Tru	10057 Briantown Ct Sacramento 958		33
Rasmusson Henry W Jr	10056 Briantown Ct Sacramento 958		32
Resurreccion Elias A Jr	3536 Sunrise Pines Dr Sacramento		60
Roninger Jerald L	3504 Sunrise Pines Dr Sacramento	310-732-0198	52
Sacramento City Unified Sch	Systems Pky Sacramento 95827	916-643-7400	78
Sacramento City Unified Sch	Systems Pky Sacramento 95827	916-643-7400	77
Sacramento City Unified Sch	10101 Systems Pkwy Sacramento 958	916-643-7400	76
Stanley Alex I	10048 Stephina Ct Sacramento 9582		40
Task Investments	10077 Nebula Way Sacramento 95827		15
Townsend Phyllis Dorene;Car	10078 Lincoln Village Dr Sacramen		50
Tran Hein	10053 Crimora Ct Sacramento 95827		24
Tullos Barbara Ellen	3605 Sunrise Pines Dr Sacramento		64
United States Of America	Missile Way Mather 95655		2
United States Of America	*no Site Address* Mather 95655		1
Welch Peter D;Kazuko M	10052 Stephina Ct Sacramento 9582		41
Wetmore Steven G	3517 Sunrise Pines Dr Sacramento		39
Winn Iris	10069 Nebula Way Sacramento 95827		13
Wolter Robert E;Eva O;Danie	3500 Sunrise Pines Dr Sacramento		51
Woolfolk Joann	10082 Lincoln Village Dr Sacramen		49
Yang Martha;Long	10076 Nebula Way Sacramento 95827		4

POR. T.8N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

077-36

1" = 400'



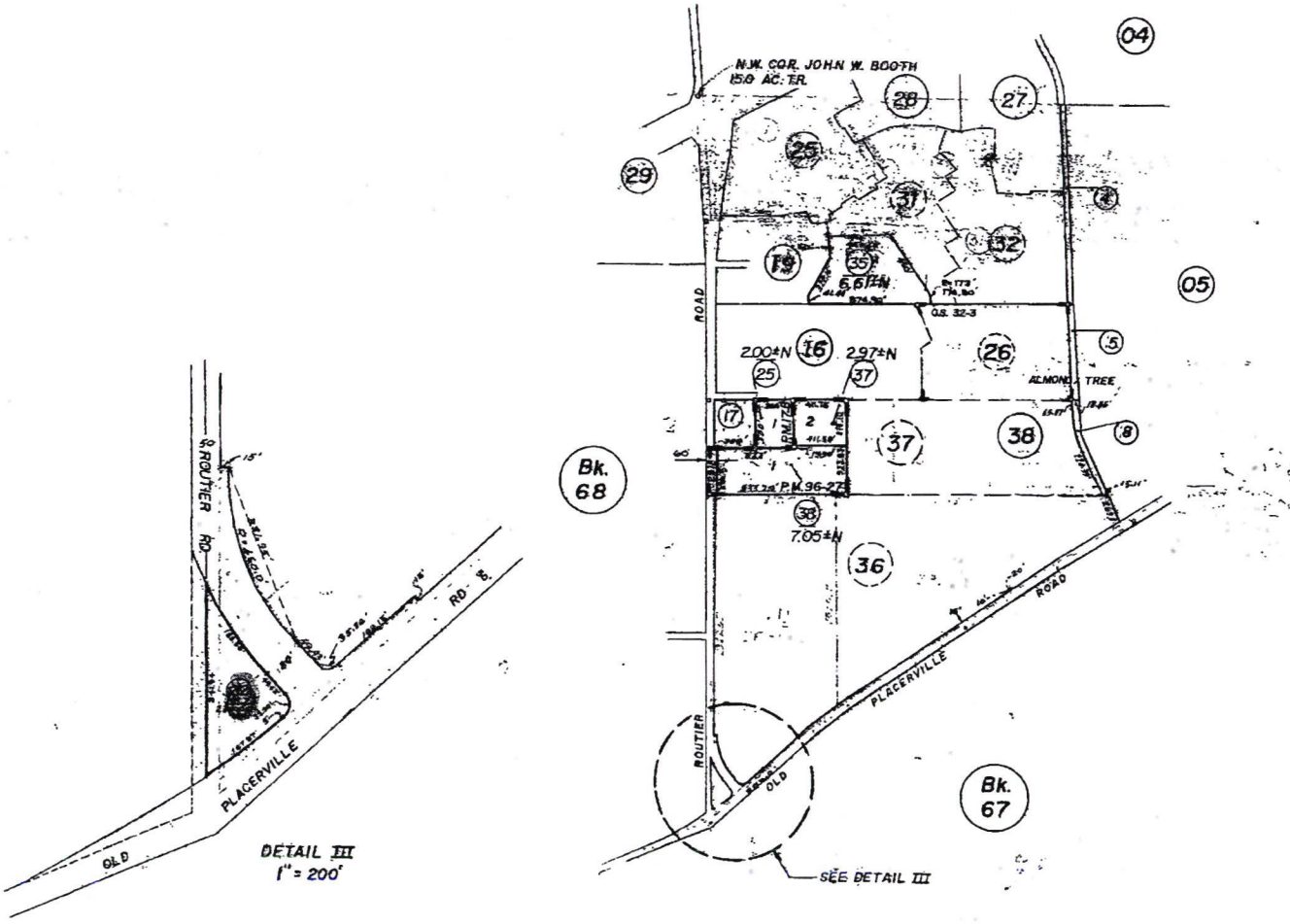
Mather Business Park, P.M. Bk. 70, Pg. 28 (4-22-82)
Record of Survey, O.S. Bk. 55, Pg. 41 (5-15-97)

Assessor's Map Bk. 077 - Pg. 36
County of Sacramento, Calif.

ATTACHMENT 5

POR. T.8N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code 77-20



APR 1 1 2005

Assessor's Map Bk. 77 –Pg.20
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

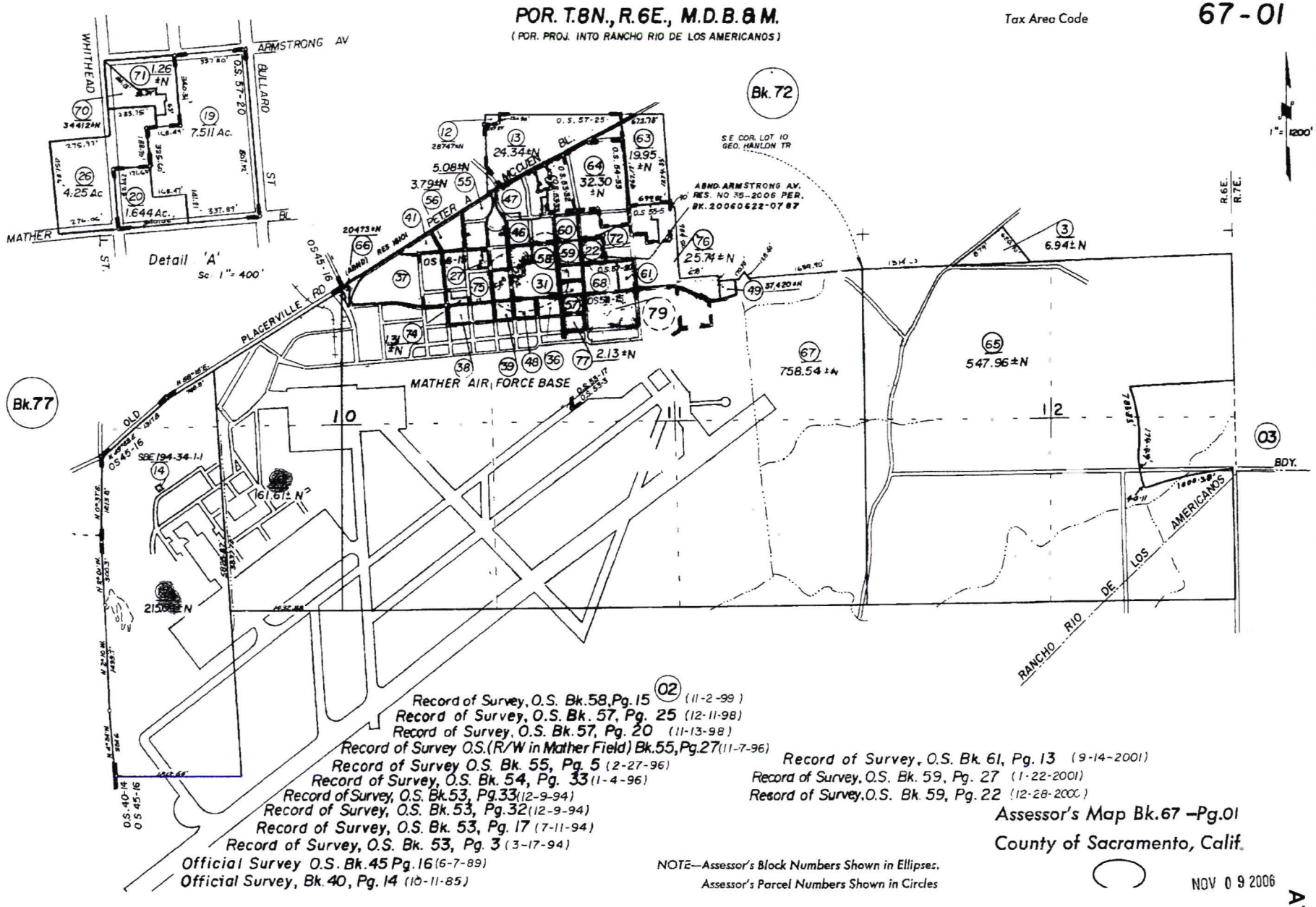
Official Survey Bk. 32, Pg.3 (1-12-76)

ATTACHMENT 5

POR. T.8N., R.6E., M.D.B.&M.

(POR. PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code **67 - 01**



Record of Survey, O.S. Bk.58, Pg. 15 (11-2-99)
Record of Survey, O.S. Bk. 57, Pg. 25 (12-11-98)
Record of Survey, O.S. Bk. 57, Pg. 20 (11-13-98)
Record of Survey O.S. (R/W in Mather Field) Bk. 55, Pg. 27 (11-7-96)
Record of Survey O.S. Bk. 55, Pg. 5 (2-27-96)
Record of Survey, O.S. Bk. 54, Pg. 33 (1-4-96)
Record of Survey, O.S. Bk. 53, Pg. 33 (12-9-94)
Record of Survey, O.S. Bk. 53, Pg. 32 (12-9-94)
Record of Survey, O.S. Bk. 53, Pg. 17 (7-11-94)
Record of Survey, O.S. Bk. 53, Pg. 3 (3-17-94)
Official Survey O.S. Bk. 45 Pg. 16 (6-7-89)
Official Survey, Bk. 40, Pg. 14 (10-11-85)

Record of Survey, O.S. Bk. 61, Pg. 13 (9-14-2001)
Record of Survey, O.S. Bk. 59, Pg. 27 (1-22-2001)
Record of Survey, O.S. Bk. 59, Pg. 22 (12-28-2000)

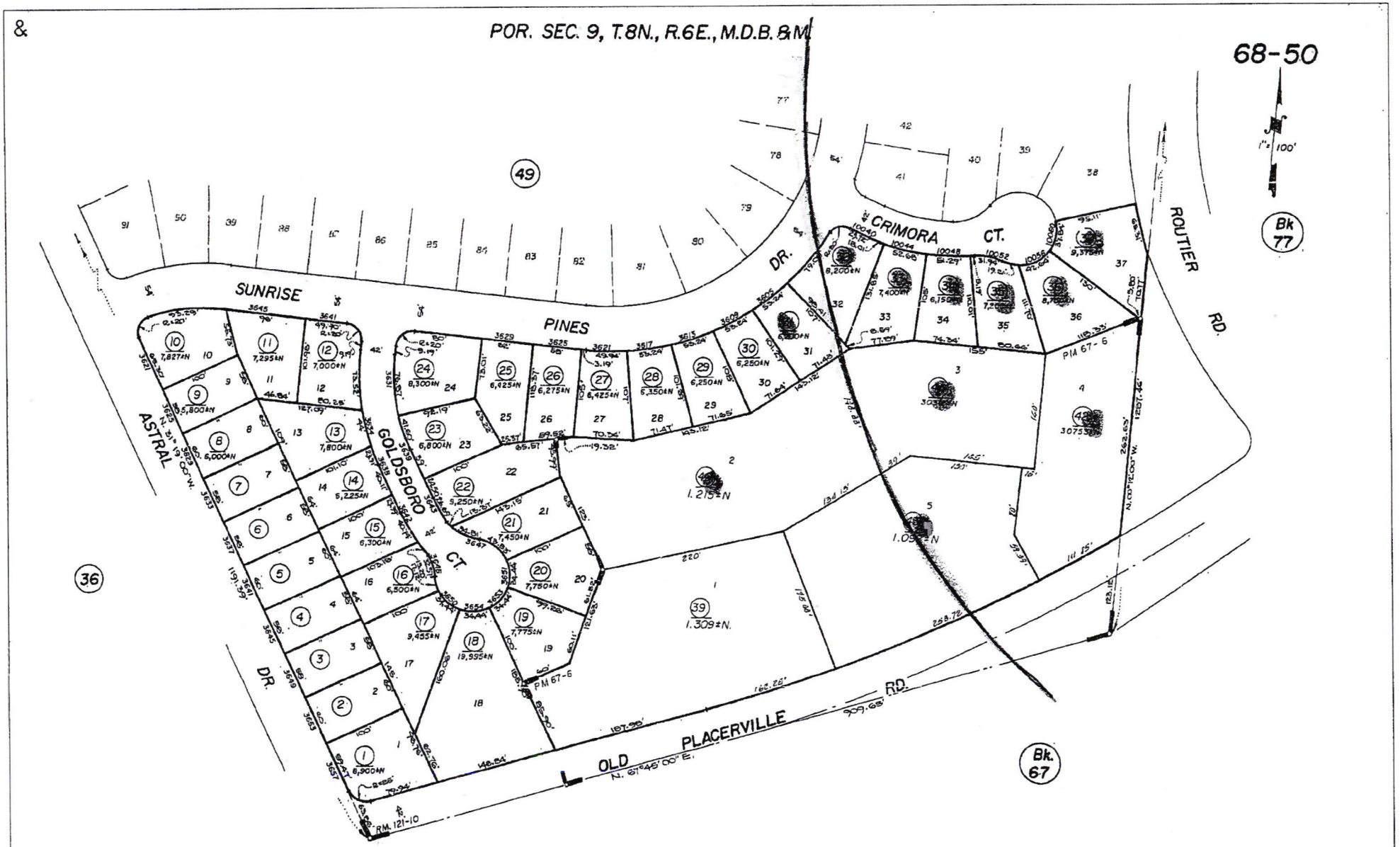
Assessor's Map Bk. 67 – Pg. 01

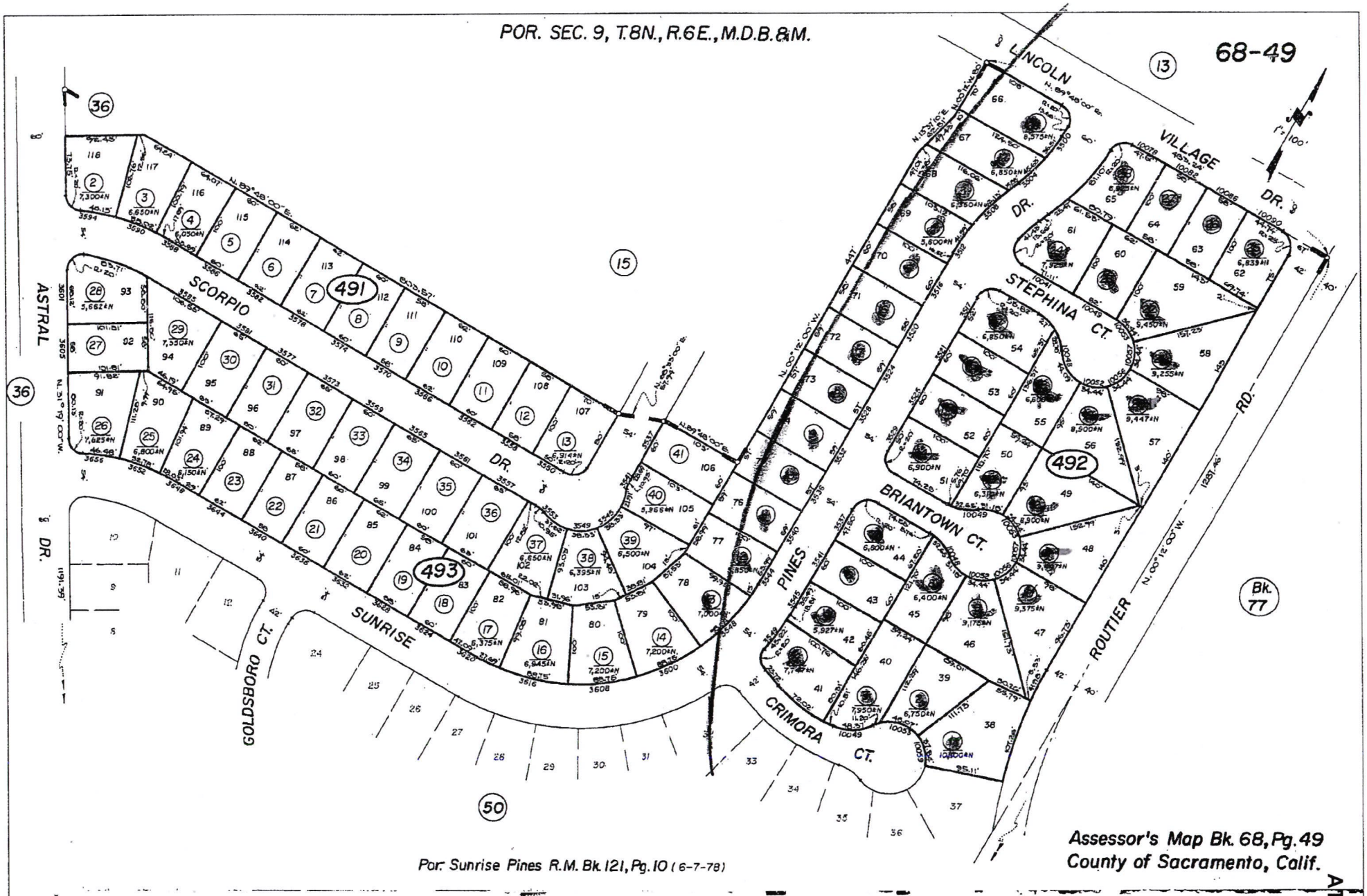
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles

NOV 0 9 2006

ATTACHMENT 5

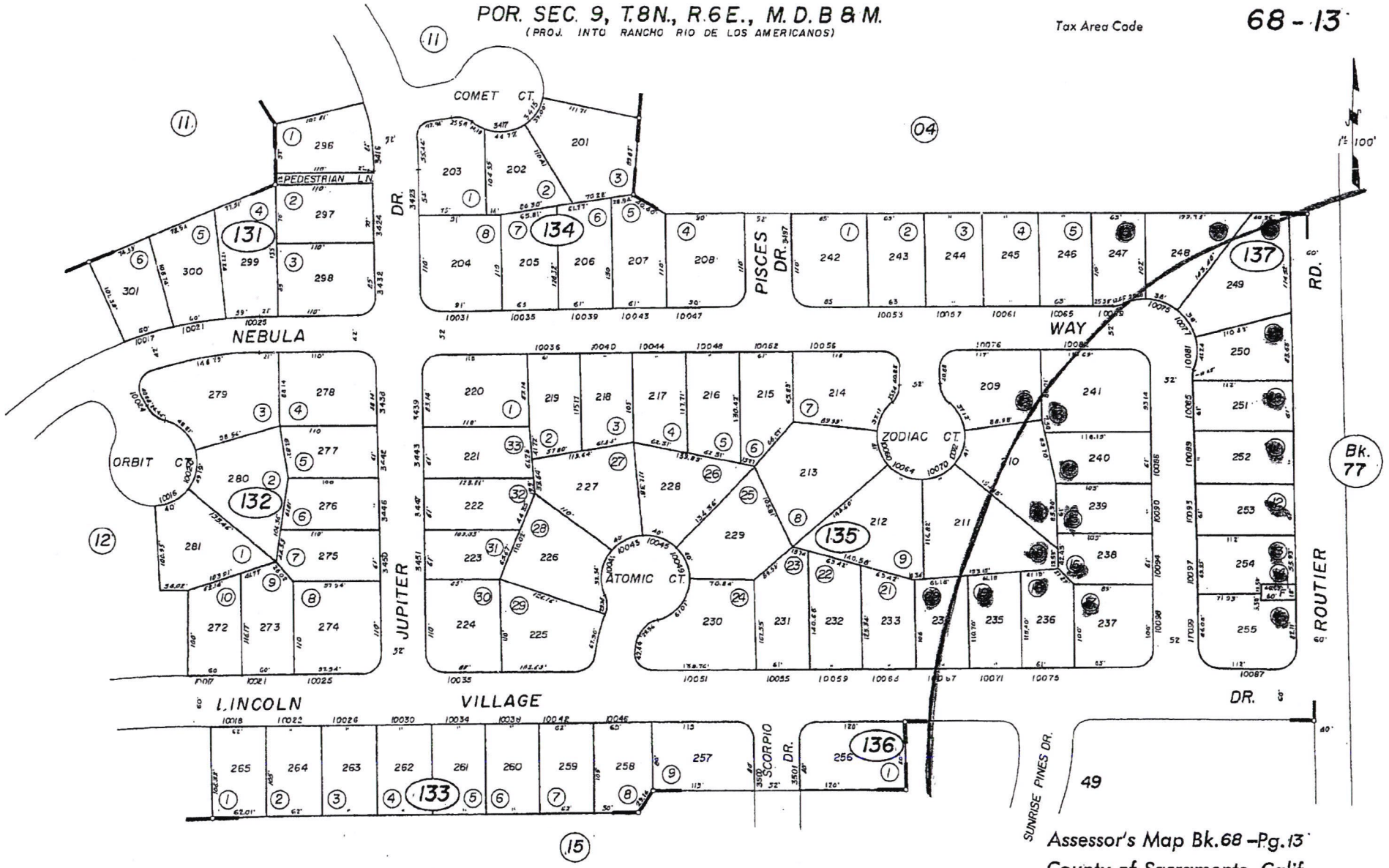

&
POR. SEC. 9, T.8N., R.6E., M.D.B.&M.
68-50
1" = 100'
Bk 77
SUNRISE PINES DR.
CRIMORA CT.
ROUTIER RD.
ASTRAL DR.
GOLDSBORO CT.
OLD PLACERVILLE RD.
N. 61°45'00" E.
PM 67-6
RM. 121-10
49
36
39
Bk. 67
1.215±N
1.309±N.
Por. Sunrise Pines R.M. Bk. 121, Pg. 10 (6-7-78).
Assessor's Map Bk. 68, Pg. 50
County of Sacramento, Calif.
ATTACHMENT 5



ATTACHMENT 5

POR. SEC. 9, T.8N., R.6E., M.D.B & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code 68 - 13



Assessor's Map Bk. 68 – Pg. 13
County of Sacramento, Calif.

Lincoln Village Unit No. 2, R. M. Bk. 57, Pg. 28

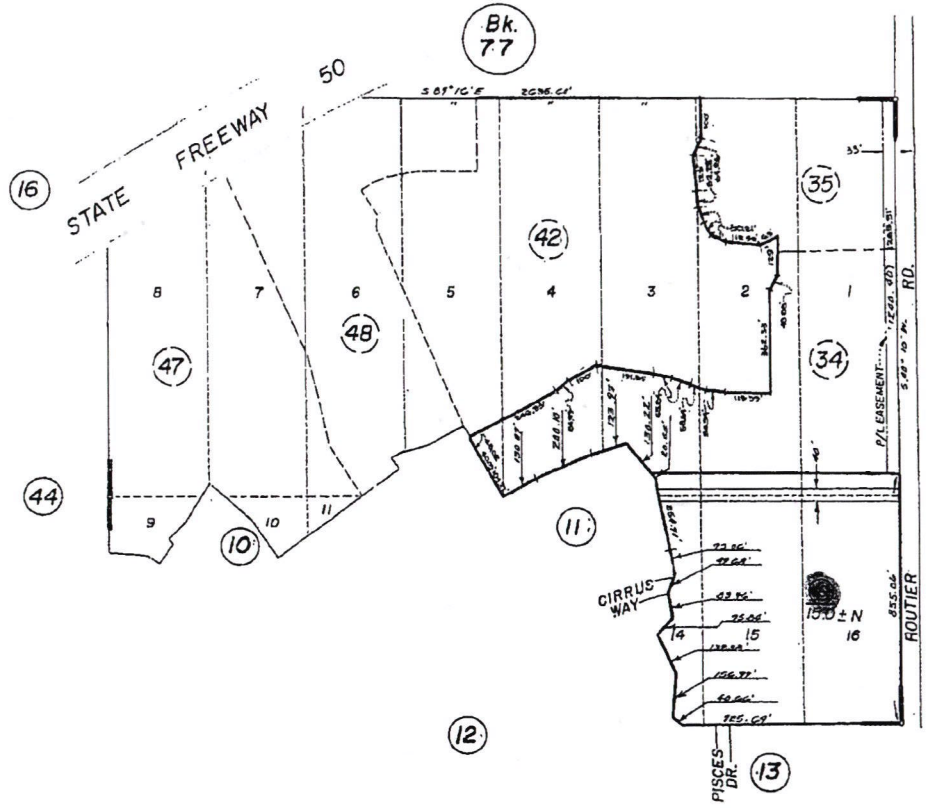
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

ATTACHMENT 5

POR. SEC. 4 & 9, T.8N., R.6E., M.D.B.& M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code 68-04

1"= 400'



Silva Vineyards, R.M. Bk.19, Pg.29

Assessor's Map Bk.68 –Pg.04
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

ATTACHMENT 5

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Shannan Loveless, Associate Planner

SUBJECT: **BLOODSOURCE DESIGN REVIEW**

OWNER:	**APPLICANT:**	**ARCHITECT:**
Marc Sussman 3610 American River Drive Sacramento, CA 95864	BloodSource 1625 Stockton Boulevard Sacramento, CA 95816	Allan M. Hoshida Hoshida & Reyes 2420 K Street, Suite 230 Sacramento, CA 95816

PROJECT:	BloodSource Design Review (Phase I)
FILE:	RC-07-324
LOCATION:	Bounded by Armstrong Ave, Bleckely St, Schirra Ave, and Bullard St within the Mather Field Special Planning Area
APN:	067-0010-060
PLANNER:	Shannan Loveless, Associate Planner

RECOMMENDATION

The Planning Commission recommends the City Council determine the existing environmental analysis prepared for the Mather Field Special Planning Area is adequate for this project and adopt Resolution No. 151-2007 approving the Design Review for the BloodSource Laboratory Building (Phase I), subject to the findings within the staff report and the attached design package (Exhibit A) and Conditions of Approval (Exhibit B).

RESULT OF RECOMMENDED ACTION

The proposed project will continue to set the tone for future developments in the Campus District of the Mather Field Special Planning Area. The architectural design blends the elements of glass, metal and concrete to provide an attractive new home for one of the premier blood research organizations in the world. Not just a local asset, BloodSource will use the nearby Mather Airport to transport blood supply to remote locations in need.

ANALYSIS

In May of 1997, the County of Sacramento adopted the Mather Field Special Planning Area (MFSPA) as the land use tool to guide the renovation of the Mather Air Force Base closure. The MFSPA provided a Land Use Policy Map which indicated the location of certain types of development allowed within the Plan area. All new and remodeled projects would be required

to be consistent with the Plan and in accordance with the design guidelines adopted within the Plan.

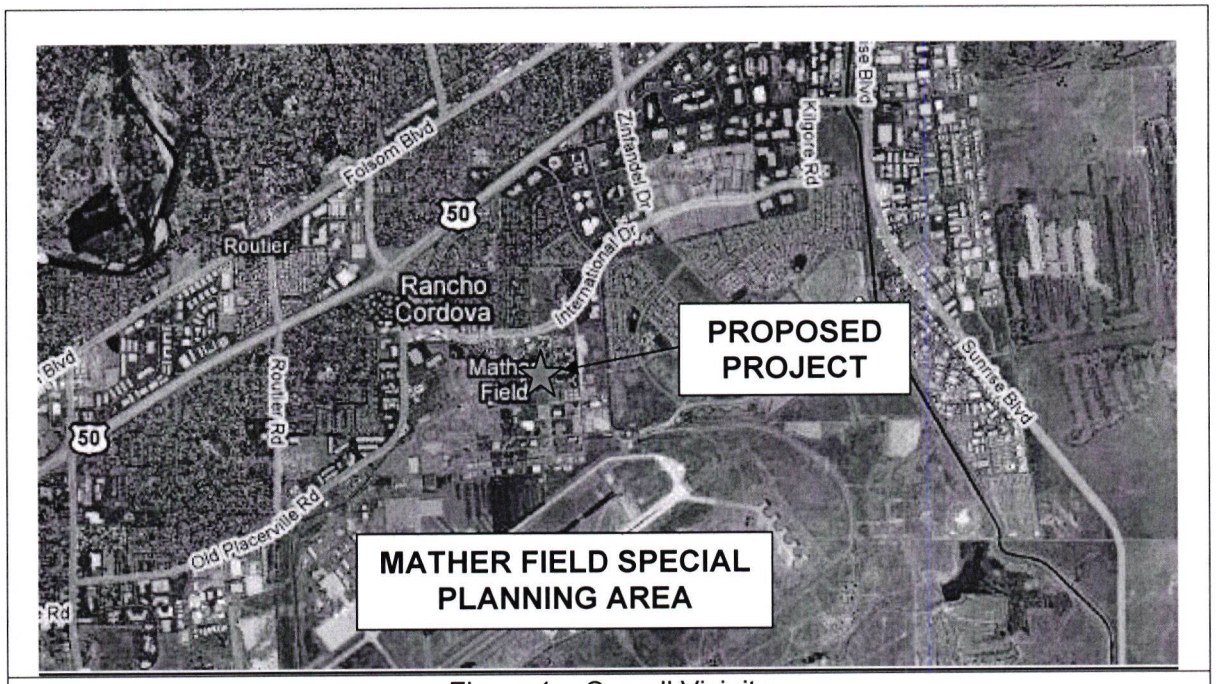


Figure 1 – Overall Vicinity

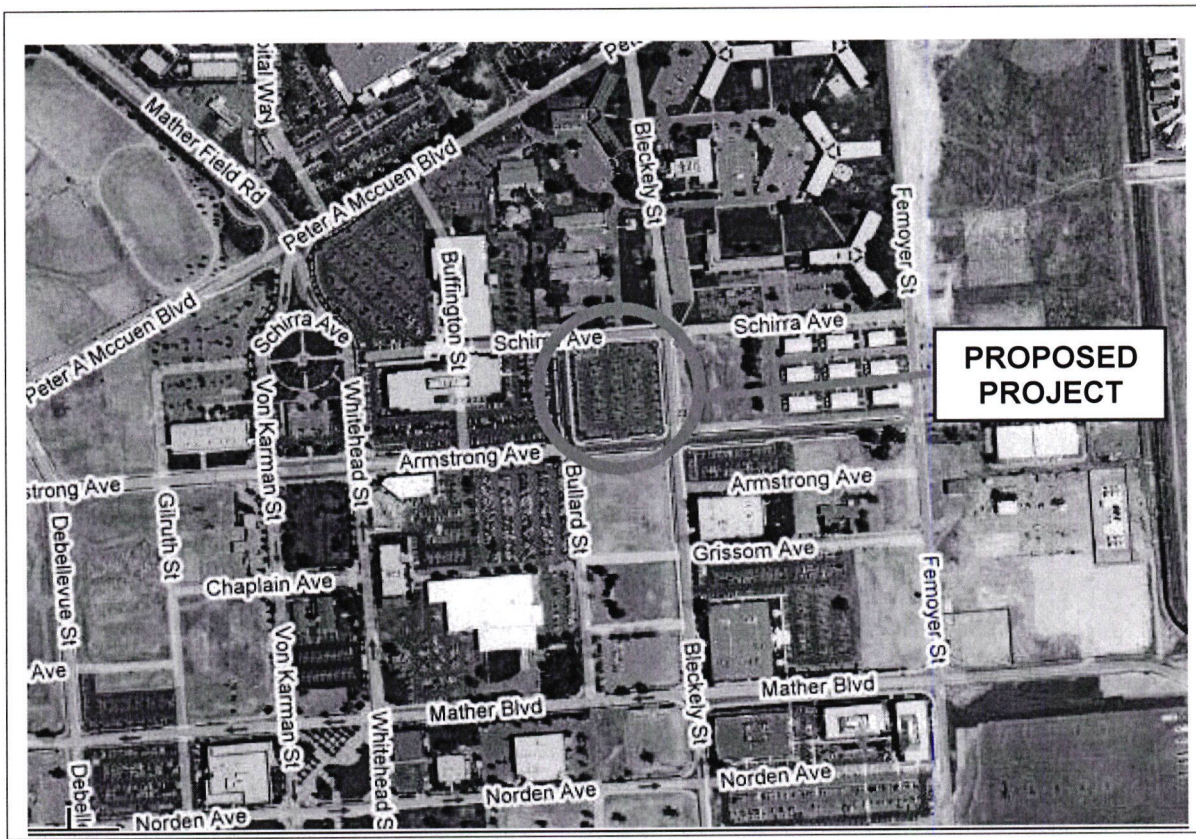


Figure 2 – Project Location

Land Use Relationships with Adjacent Properties

	General Plan Land Use Designation	Zoning and Community Plan Designations	Existing Land Use
Subject Property	Mather SPA	SPA	Commercial
North	Mather SPA	SPA	Itinerant Housing
East	Mather SPA	SPA	Vacant
South	Mather SPA	SPA	Proposed Office/Commercial
West	Mather SPA	SPA	Office/Commercial

ANALYSIS

The MFSPA identified eight districts; one of those districts known as the Campus District has five sub-areas, of which the subject project is located within the Commercial Office Sub-area. The MFSPA incorporated detailed design guidelines for renovation and new developments; subsequently, the City adopted a Design Review process and design guidelines that mirror the MFSPA guidelines. Staff will analyze this project using both the MFSPA Guidelines and the City's Design Guidelines, which apply to non-residential (commercial, office, industrial, and public/quasi-public) developments.

The existing use of the site is a fully paved and landscaped parking lot. The applicant is proposing to build a state-of-the-art blood processing laboratory in two phases. Phase 1 (the subject of this Design Review) is a 30,000 square foot facility that will house blood and various blood manufacturing, which includes testing of donated blood and conversion into different products for transfusion into patients. Phase 2 (not a part of this Design Review) is planned to be a 15,000 square foot expansion, for future growth as technology in transfusion medicine develops. The laboratory building will not be accessible to the public, except by infrequent scheduled tours. The building includes restricted access both externally and internally and is considered a "current good manufacturing practices" (cGMP) facility by the U.S. Food and Drug Administration (FDA). In addition to the FDA, the facility will be inspected and approved by the California Department of Health Services, the U.S. Centers for Medicare and Medicaid Services, and the European Union EMEA.

Site Impairments

The site has two designated sanitary sewer easements that run east to west through the property. CSD-1 has confirmed that the sewer lines contained within the easements have been abandoned; however, the easements were never formally vacated. Condition #13 requires the applicant to gain the vacation of the easements, prior to building occupancy or sooner.

CONCLUSION

The proposed project is consistent with the MFSPA Campus District and Office Sub-area and compatible with adjacent buildings. Neighboring buildings are generally all two stories, and while the applicant is proposing a single-story building, the variation in parapet heights and strong entry features make this proposed building a quality addition for the City.

ENVIRONMENTAL ANALYSIS

The impacts of development within the MFSPA were addressed in the Mather Field Special Planning Area Environmental Impact Report (EIR). The proposed project is within the anticipated frame work of future development as analyzed in the EIR. Staff has reviewed the

proposed project and determined that it is not expected to result in any significant impacts not previously discussed in the EIR. The project will be required to adhere to mitigation measures adopted for the MFSPA. Applicable mitigation measures have been incorporated into the conditions of approval for the proposed project, ensuring that the proposed project would not result in significant impacts.

FINANCIAL IMPLICATIONS TO CITY

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

RECOMMENDED MOTIONS

Move the City Council determine the existing environmental analysis prepared for the Mather Field Special Planning Area is adequate and adopt Resolution No. 151-2007 approving Design Review for the BloodSource Laboratory Building, RC-07-324, subject to the Design Review Package (Exhibit A), and Conditions of Approval (Exhibit B).

ATTACHMENTS

1. Resolution 151-2007 consisting of the Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B).
2. Draft Minutes of November 29, 2007 Special Meeting of the Planning Commission
3. 500' Radius Map and Mailing List

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 151-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR BLOODSOURCE LABORATORY BUILDING PROJECT # RC-07-324

WHEREAS, BloodSource, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for a new laboratory building in the Mather Commerce District of the Mather Special Planning Area (Assessor's Parcel Number: 067-0010-060); and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; 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. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

   The proposal will not have a significant adverse impact on the environment, in accordance with the California Environmental Quality Act. **Evidence:** The impacts of development within the Mather Field Special Planning Area (MFSPA) were addressed in the Mather Field Special Planning Area Environmental Impact Report (EIR). The proposed project is within the anticipated frame work of future development as analyzed in the EIR. Staff has reviewed the proposed project and determined that it is not expected to result in any significant impacts not previously discussed in the EIR. The project will be required to adhere to mitigation measures adopted for the MFSPA. Applicable mitigation measures have been incorporated into the conditions of approval for the proposed project, ensuring that the proposed project would not result in significant impacts.

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:

   a) *The City finds that the proposed project is consistent with the objectives of the General Plan, complies with applicable Zoning regulations, Special Planning Area provisions, and is consistent with the applicable "Guiding Principals" and "Design Concepts" in section 110-84.* **Evidence:** The project was reviewed and found to be consistent with Goals UD-2, 3 and 4 of the Urban Design Element of the General Plan that address the aesthetics of new buildings in the City. The adopted design guidelines for non-residential structures were used to guide the design of the new building to be architecturally in context with the adjoining properties in the Campus District of the MFSPA.

b) *The City finds that the proposed project's architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.* **Evidence:** The proposed project is consistent with the MFSPA Campus District and Office Sub-area and compatible with adjacent buildings. The proposed building will be sited as close to the street as possible without conflicting with public utility easements and required landscape setbacks. Existing landscaping will remain on site where possible, and where removed for construction, landscaping will be replaced of an equal quality to what was removed. London Plaine trees will be the main street tree with Crepe Myrtles provided as accent trees at corners and major building entries. Major building entries on Armstrong Ave and Bullard St will be expressed with covered architectural elements supported by substantial columns and accented by mill finish aluminum accents. The arch form of the entry architecture complements the adjacent building entries and supports the general character of the MFSPA Campus District.

c) *The City finds that the proposed project's architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.* **Evidence:** The proposed project's architecture is consistent with the adopted guidelines for non-residential buildings for both the MFSPA and the City's Design Guidelines. The exterior walls will be of concrete tilt-up construction, with generous fenestration for views and natural daylighting. The roofing will be a single-ply cool roofing system, as recommended by SMUD for energy efficiency. Throughout the main corridor will be large roof skylights for maximum natural daylighting into the central corridor as well as interior lab spaces via window openings in the corridor. It is the intent of the applicant to exceed Title 24 Energy Requirements where appropriate and affordable.

   The architect has used generous glazing, score lines, recesses and architectural lighting to add interest to the façades. The parapets vary in height and are capped by a cornice throughout. The applicant is proposing an integral color acrylic finish in a neutral color palette for the exterior walls. The main body of the building will be a light buff color, and the main body base and building entry pop-outs will be a complementary darker color. All parapets will be accented with a very light colored cornice. Metal canopies and window frame materials will be of mill finish aluminum, and metal guardrails and columns will be painted to match. Glazing will be tinted green to complement adjacent buildings.

d) *The City finds that the proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.* **Evidence:** The proposed project will not generate significant traffic volumes that would impact the circulation pattern of the MFSPA, nor create conflicts with established pedestrian routes in the area. The project will support the development of a transit system that was adopted within the MFSPA.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th of December, 2007.

AYES:

NOES:

ABSENT:

ABSTAIN:

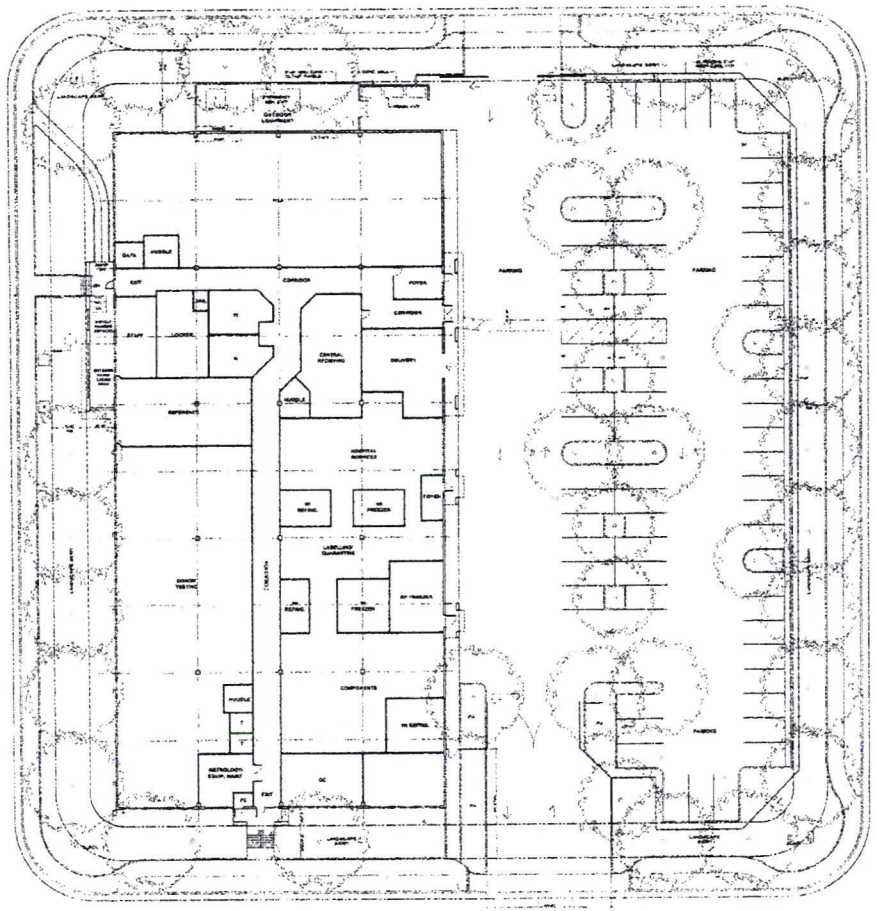
Linda Budge, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

SCHIRRA AVENUE

BULLARD STREET



BLECKELY STREET

ARMSTRONG AVENUE

PARKING COUNT

STANDARD PARKING	61 STALLS
HANDICAPPED PARKING	3 "
TOTAL	64 STALLS

BICYCLE PARKING

CLASS I (INDOOR)	4 SPACES
CLASS I (OUTDOOR)	3 SPACES

FLOOR ELEVATION: 93.0 = 0'-00"

SITE PLAN

SCALE: 1" = 20'-00"

HOSHIDA & REYES ARCHITECT

2420 K STREET SUITE 230
SACRAMENTO, CALIFORNIA 95816
(916)444-1480 FAX(916)444-1482

197 MALVAR ST. AYALA ALABANG VLL.
ALABANG MUNTINLUPA CITY 1780
(632)850-8461 FAX(632)827-0544

SIGNATURE

CONSULTANT

REVISIONS

PROJECT TITLE

BloodSource

BLOODSOURCE LABORATORY BUILDING

10986 ARMSTRONG AVE.
RANCHO CORDOVA, CA.

SHEET TITLE

SITE PLAN PHASE1

DATE: 05 DEC. 07

DRAWN BY: ARIS/MA

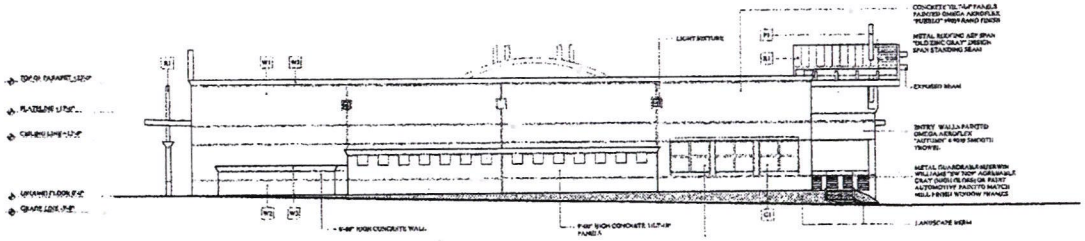
JOB NO.

SHEET NO.

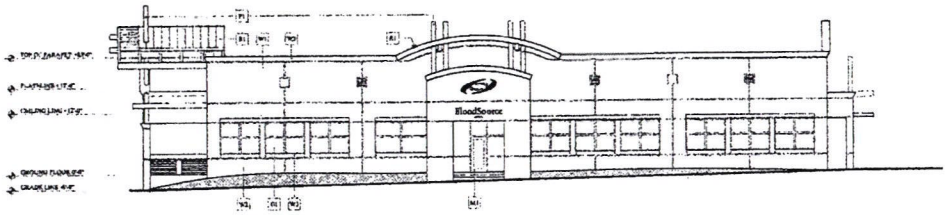
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OF

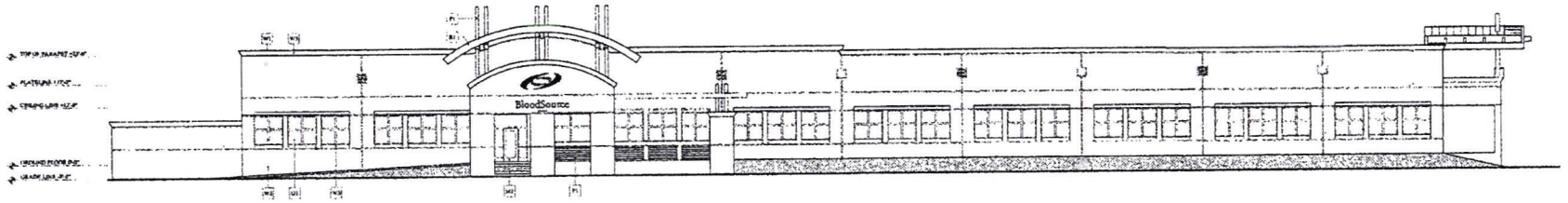
EXHIBIT A



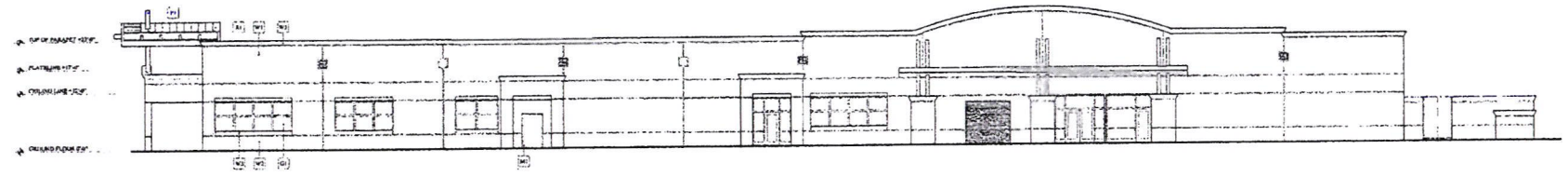
PHASE 1 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



PHASE 1 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



PHASE 1 WEST ELEVATION
SCALE: 3/32" = 1'-0"



PHASE 1 EAST ELEVATION
SCALE: 3/32" = 1'-0"

HOSHIDA & REYES
ARCHITECTS
2480 F STREET SUITE 230
SACRAMENTO, CALIFORNIA 95818
(916)444-1480 FAX(916)444-1482
197 MALVAR ST. AYALA ALABANG VILL.
ALABANG MUNTINLUPA CITY 1780
(632)850-8481 FAX(632)807-0544

SIGNATURE

CONSULTANT

REVISIONS

PROJECT TITLE

BloodSource

BLOODSOURCE LABORATORY BUILDING

BALLARD ST. AND ARMSTRONG AVE. AT MATHER, RANCHO CORDOVA CALIFORNIA

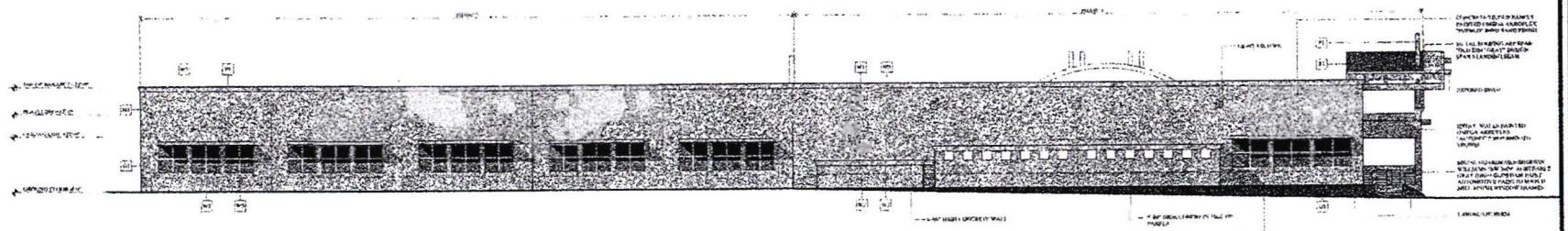
SHEET TITLE

EXTERIOR ELEVATIONS PHASE 1

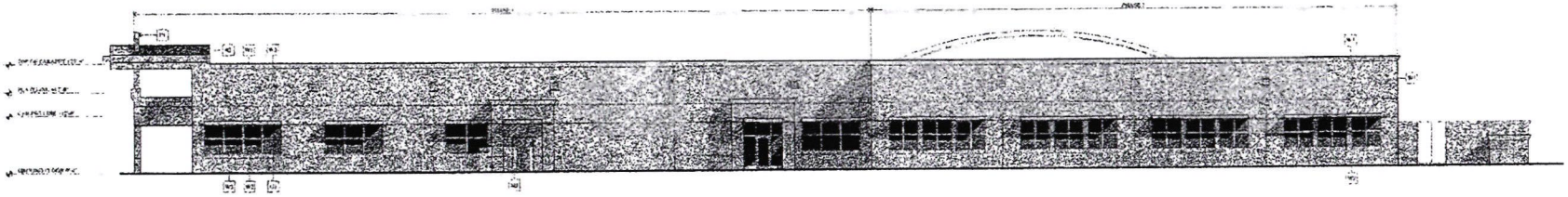
DATE: 23 NOV. 07
DRAWN BY: ARIS/MIKE/[illegible]
JOB NO. –

SHEET NO.
A3.1
OF

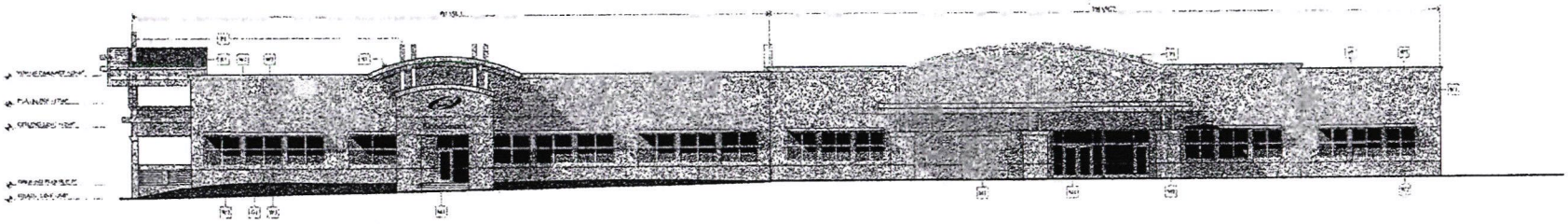
EXHIBIT A



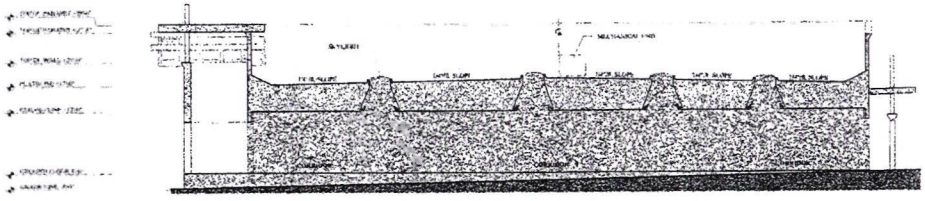
PHASE 1 & 2 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



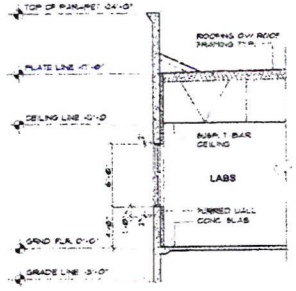
PHASE 1 & 2 EAST ELEVATION
SCALE: 3/32" = 1'-0"



PHASE 1 & 2 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



CROSS-SECTION
SCALE: 3/32" = 1'-0"



TYP. WINDOW SECTION
SCALE: 3/32" = 1'-0"

HOSHIDA & REYES
ARCHITECT
2420 K STREET SUITE 230
SACRAMENTO, CALIFORNIA 95816
(916)444-1480 FAX(916)444-1482
187 MALVAR ST. AYALA ALABANG VILL.
ALABANG MUNTINLUPA CITY 1780
(632)850-8481 FAX(632)807-0544

SIGNATURE

CONSULTANT

REVISIONS

PROJECT TITLE

BloodSource

BLOODSOURCE LABORATORY BUILDING

BULLARD ST. AND ARMSTRONG AVE. AT MATHER, RANCHO CORDOVA CALIFORNIA

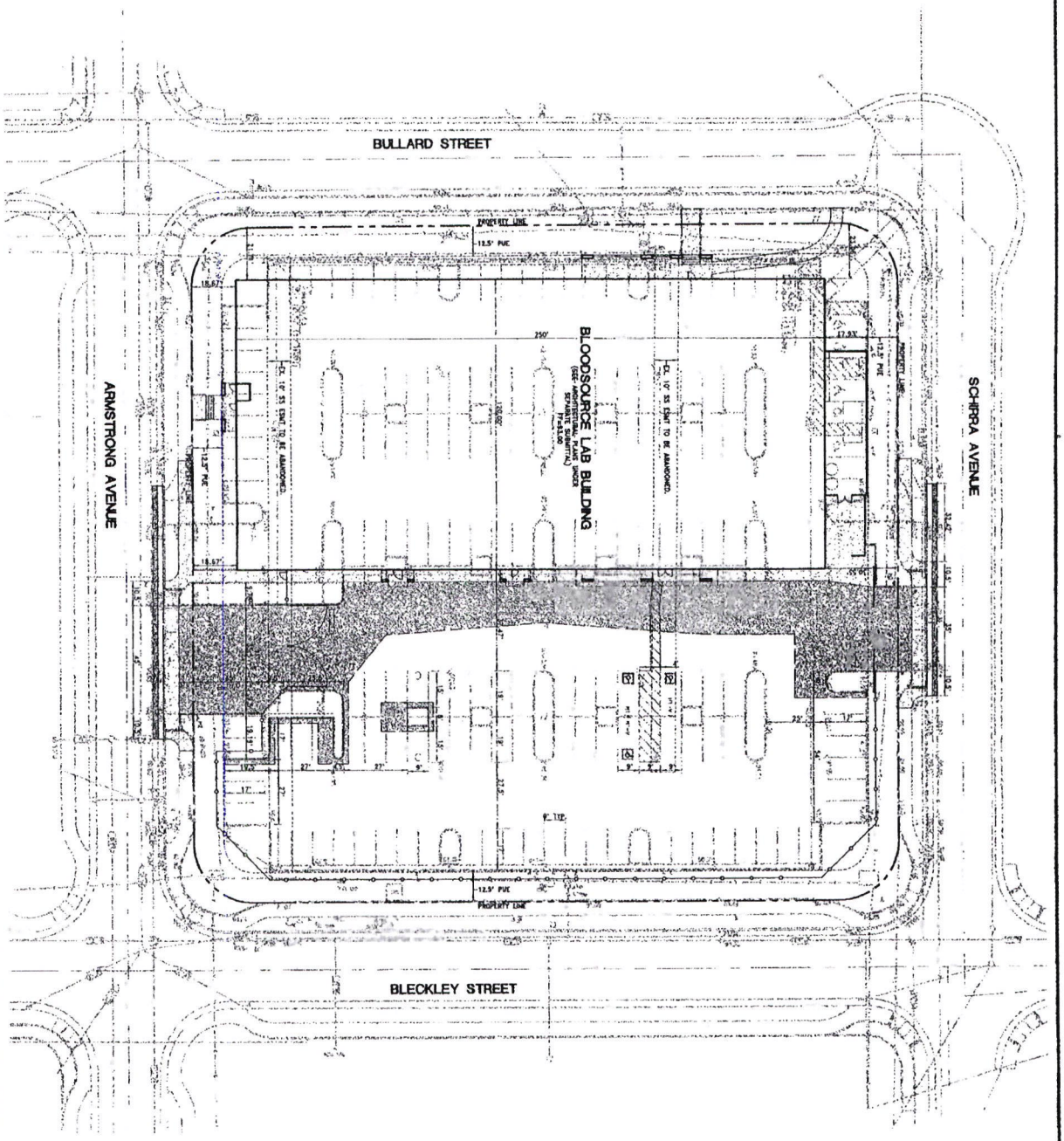
SHEET TITLE

CROSS-SECTION
PHASE2
ELEVATIONS
TYP. WINDOW SECTION

DATE: 23 NOV. 07
DRAWN BY: ARIS/MIKE/MARK
JOB NO. –

SHEET NO.
A3.1
OF

EXHIBIT A



PROJECT NO.
2281.001

1

EXHIBIT A

10585 ARMSTRONG AVENUE
CIVIL SITE EXHIBIT

CITY OF RANCHO CORDOVA CALIFORNIA

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

DATE: DECEMBER, 2007
SCALE: H: 1"=20' V:
DRAWN BY: J. SHILLINSKY
DESIGNED BY: R. JOHNSON
CHECKED BY: J. HODGSON

NO.	DESCRIPTION	KNOW WHAT	BY	DATE CITY APPROVED

J:\Jobs\2281-Bradsource-OA\civil\Exhibits\CIVIL SITE EXHIBIT.dwg 12/26/07 3:31pm rshreve

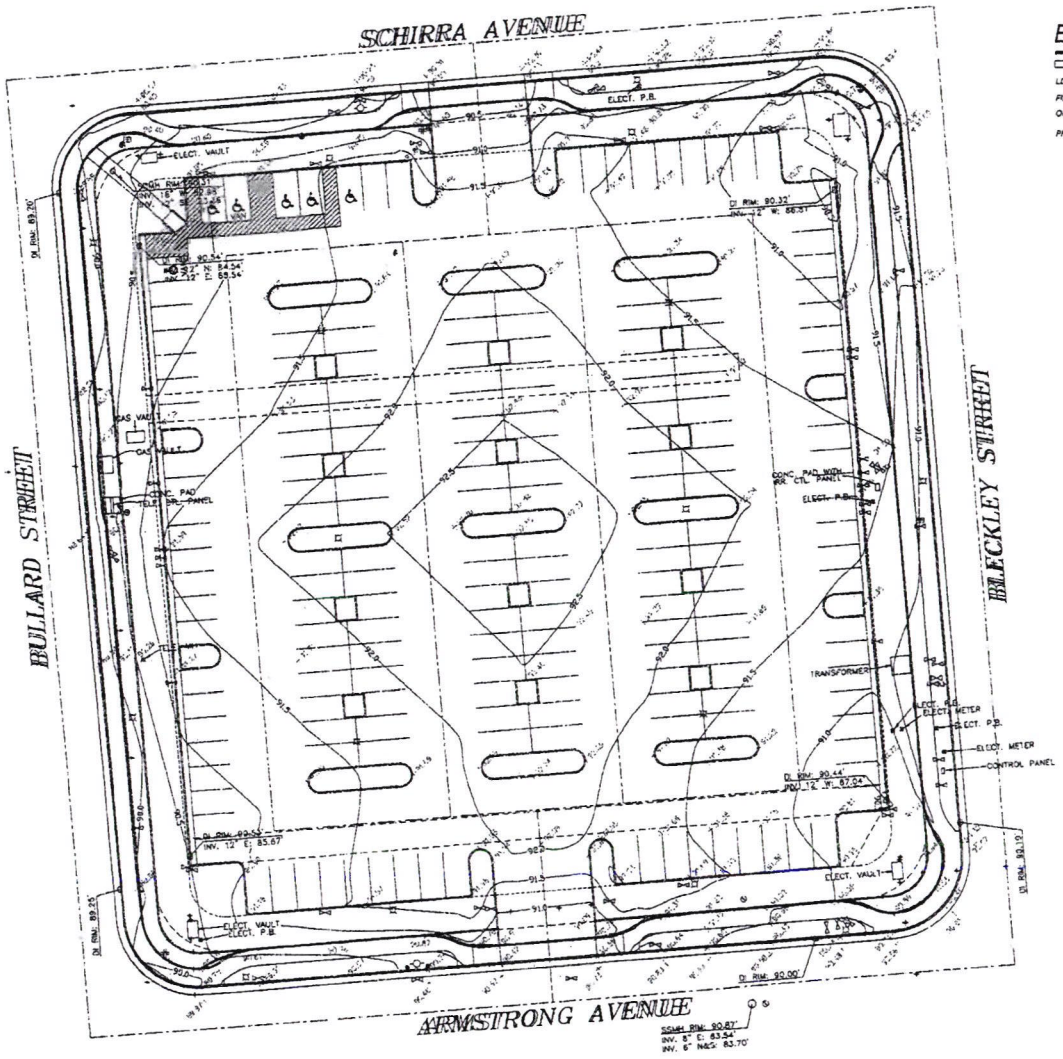
BLOODSOURCE LAB- TOPOGRAPHIC SURVEY

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FIELD WORK DONE 11/12/2007 & 11/21/2007 BY S.L.

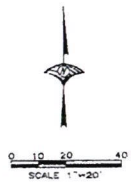
OFFICE TOPO REDUCTIONS DONE 11/26/2007 BY APT

PHASE: FILE = BSLTOPO2.TXT/CPD, PTS = 2000-2014



LEGEND:

	DRAIN INLET
	STREET SIGN
	WATER METER
	WATER VALVE
	IRRIGATION VALVE
	IRRIGATION PULL BOX
	GAS MARKER
	ELECTRICAL MARKER
	TELEPHONE MARKER
	FIBER OPTICS MARKER
	STREET LIGHT
	STORM DRAIN MANHOLE
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANOUT
	FIRE HYDRANT
	UTILITY BOX (AS NOTED)
	BOLLARD
CONC.	CONCRETE
IRR.	IRRIGATION
ELECT.	ELECTRICAL
CTL.	CONTROL
P.B.	PULL BOX
INV.	INVERT
TELE.	TELEPHONE
MH	MANHOLE



WOOD RODGERS
DEVELOPING + INNOVATIVE + DESIGN + SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

EXHIBIT A

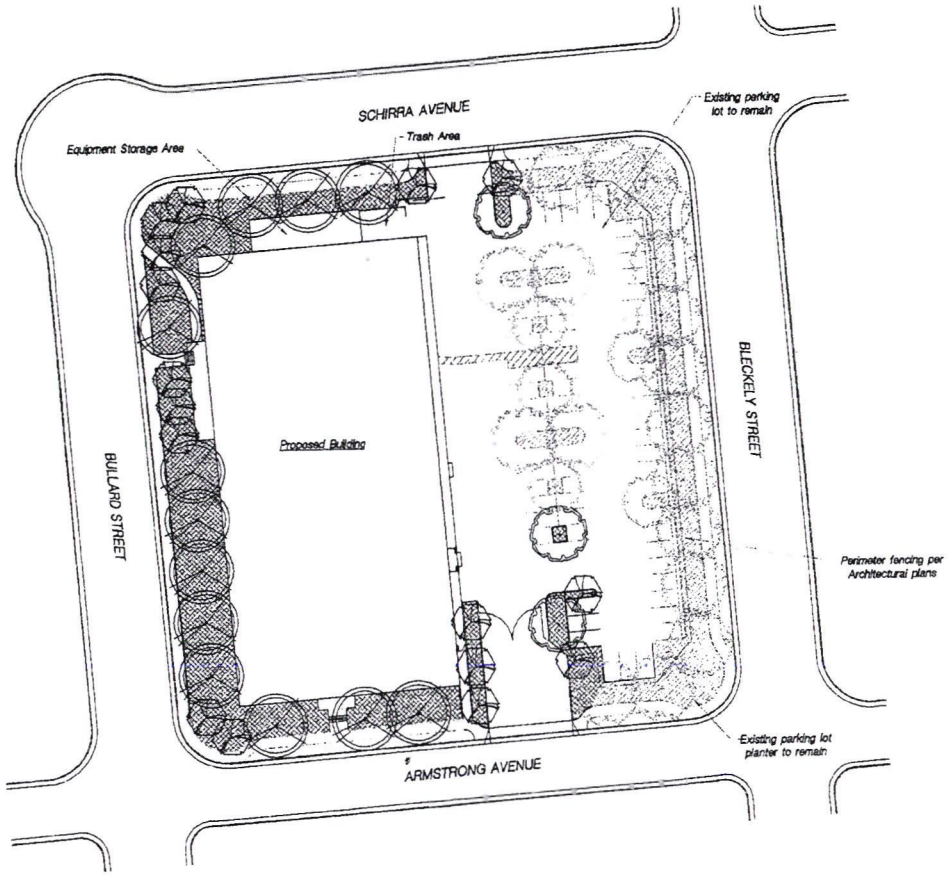
CONCEPTUAL LANDSCAPE PLAN

BLOODSOURCE LAB SITE

BLOODSOURCE

RANCHO CORDOVA CALIFORNIA

DECEMBER 17, 2007



SHADE CALCULATIONS

City of Rancho Cordova requires a minimum of 50% shade coverage at tree maturity

Tree	Full	Half	Quarter
(30'-50' Diameter)			
Platanus acerifolia 'Bloodgood'/London Plane	NA	7 X 491 = 3,367	7 X 340 = 1,680
Pistacia chinensis/Chinese Pistache	8 X 866 = 7,288	NA	NA
Quercus virginiana/Southern Live Oak	4 X 962 = 3,848	NA	NA
(15'-30' Diameter)			
Lagerstroemia Indica / Crape Myrtle	1 X 314 = 314	1 X 157 = 157	NA
Shade Subtotals	11,658 sf	3,524 sf	1,680 sf
Total Shade Provided:	16,862 sf		
Total Paved Area:	22,972 sf		
Shade Percentage:	74%		

PLANT LIST

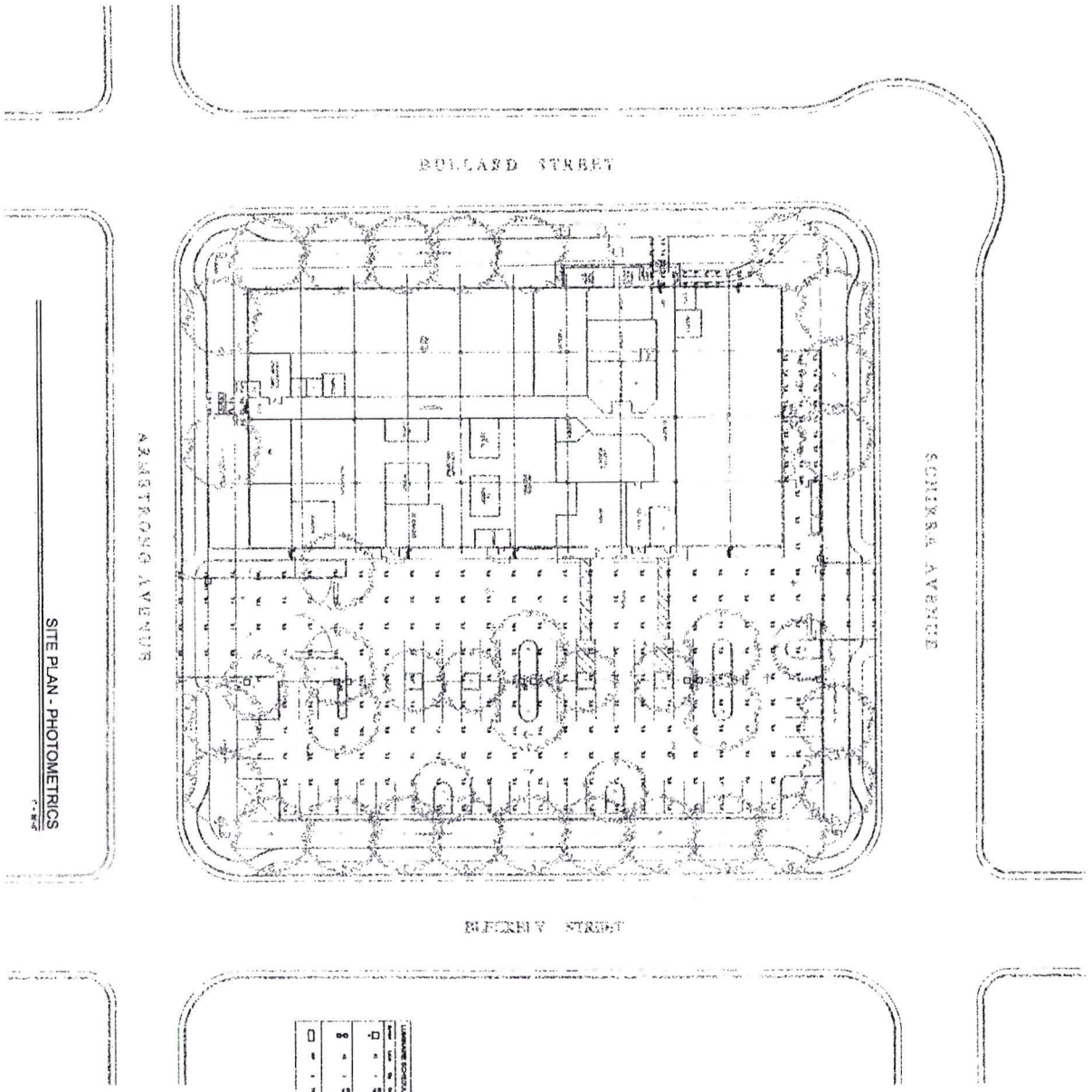
KEY	BOTANICAL NAME / COMMON NAME	SIZE	WATER USE	HT X WDT	QTY
Proposed Trees					
	Platanus acerifolia 'Bloodgood'/London Plane	15 Gallon	Medium	50' X 35'	12
	Pistacia chinensis/Chinese Pistache	24" Box	Low	50' X 50'	8
	Lagerstroemia Indica / Crape Myrtle	24" Box	Low	25' X 15'	14
Proposed Shrubs and Groundcover					
	Dietes vegeta/Fortnight Lily	5 Gallon	Low	4' X 6'	-
	Phormium tenax 'Atropurpureum'/New Zealand Flax	5 Gallon	Medium	7' X 4'	-
	Rhaphiolepis Indica 'Clara'/Indian Hawthorn	5 Gallon	Low	3' X 3'	-
	Trachelospermum jasminoides / Star Jasmine	5 Gallon	Medium	24" oc.	-
Existing Trees					
	Platanus acerifolia 'Bloodgood'/London Plane Pistacia chinensis/Chinese Pistache Quercus virginiana/Southern Live Oak Lagerstroemia Indica / Crape Myrtle				
Existing Shrubs and Groundcover					
	Dietes vegeta/Fortnight Lily Phormium tenax 'Atropurpureum'/New Zealand Flax Rhaphiolepis Indica 'Clara'/Indian Hawthorn Trachelospermum jasminoides / Star Jasmine				

Notes:

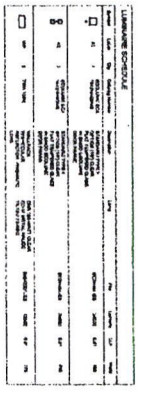
1. All proposed plant material to match existing.
2. Eastern side of existing parking lot (screened) is to remain. Protect hardscape and plant material in place.
3. Planter areas shall have a minimum slope of 1.5-2% and a maximum slope of 2:1.
4. A 3" layer of bark mulch is required in all planter areas.

EXHIBIT A

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



SITE PLAN - PHOTOMETRICS



CONSTRUCTION DOCUMENTS FOR
BLOOD SOURCE LAB
RANCHO CORDOVA, CA

REX MOORE
ELECTRICAL CONTRACTORS & ENGINEERS

E2.1

EXHIBIT A

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Exhibit A) for one new approximately 30,000 square foot laboratory/office building with associated site amenities at the property bounded by Armstrong Ave, Bleckely St, Schirra Ave, and Bullard St, APN: 067-0010-060, project number RC-07-324.	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	
3.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
4.	In order to comply with measure AI-2, the proposed project is required to include the following conditions on all grading and improvement plans. Text shall be included verbatim on all project plans: • All exposed soil and onsite construction roads shall be watered at least twice daily (or more, if necessary) as needed to control fugitive dust. • All stockpiled soils shall be enclosed, covered, or watered as needed to control fugitive dust and to prevent nesting by burrowing owl. • All portions of the construction site to remain inactive for a period of more than two weeks shall either be watered twice daily, reseeded, or otherwise stabilized using methods such as SMAQMD-approved soil binders as needed to control fugitive dust.	Measures to be enforced throughout improvement and construction activities.	City of Rancho Cordova Planning Department with consultation from SMAQMD.	

EXHIBIT B

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	Prior to Issuance of Grading/Improvement Permits or Construction			
5.	Prior to the removal of any trees, the project proponent shall submit to the City a Tree Removal Plan identifying each tree to be removed and the species, size, location, and relative health of each tree. Removal of any trees on the project site shall be conducted pursuant to the City of Rancho Cordova General Plan policies, which may include mitigation for the removal of certain trees. Removal of trees shall not occur until the Rancho Cordova Planning Department approves the Tree Removal Plan.	Tree Removal Plan shall be approved by the City prior to approval of grading or improvement plans.	Planning Department	
6.	The City Planning Department shall be notified immediately if any cultural resources (e.g., prehistoric or historic artifacts, structural features, unusual amounts of bone or shell, fossils, or architectural remains) are uncovered during construction. All construction must stop immediately in the vicinity of the find and an archaeologist that meets the Secretary of the Interior's Professional Qualification Standards in prehistoric or historical archaeology or a paleontologist shall be retained by the project proponent to evaluate the finds and recommend appropriate action. The recommendations of the archaeologist and/or the paleontologist shall be implemented prior to continuing construction.	This measure shall be included on all improvement and grading plans prior to approval. The measure shall be carried out throughout all phases of construction.	Planning Department	
7.	The City Planning Department shall be notified immediately if any human remains are uncovered during construction. All construction must stop immediately in the vicinity of the remains. The Planning Department shall notify the County Coroner according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in State CEQA Guidelines 15064.5(d-e) shall be followed.	This measure shall be included on all improvement and grading plans prior to approval. The measure shall be carried out throughout all phases of construction.	Planning Department	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
8.	Prior to each phase of grading and construction or any other site disturbance between the dates of March 1 and August 31, a determinate survey shall be conducted to determine if active nesting by birds protected under the Migratory Bird Treaty Act (MBTA) or other special-status bird species is taking place. Surveys shall be conducted according to the following requirements: • The survey(s) shall be conducted by a qualified biologist or other equivalent professional. • The survey(s) shall be conducted no more than 30 days and no less than 14 days prior to site disturbance to occur between March 1 and August 31. • The survey(s) shall include all areas within 100 feet of the project site. • A copy of the survey(s) shall be provided to the City of Rancho Cordova no less than 7 business days prior to site disturbance. If any special-status bird species are found to be nesting within the survey area, the project proponent shall immediately contact the City of Rancho Cordova Planning Department in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity of any kind may occur within 100 feet of any nesting activity or as otherwise required following consultation with the City Planning Department and the California Department of Fish and Game until such time as the young have fledged. If all construction activities are to be completed outside the nesting season (identified above), determinate surveys shall not be required.	Planning Department between March 1 and August 31.	City of Rancho Cordova Planning Department in consultation with the California Department of Fish and Game.	
9.	Enter into a frontage agreement for construction of public improvements to the satisfaction of the Public Works Department. Provide a surety to the city based on the approved engineer's estimate.	Prior to approval of improvement plans	Public Works	
10.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
11.	Enter into a frontage agreement for construction of public improvements to the satisfaction of the Public Works Department. Provide a surety to the city based on the approved engineer's estimate.	Prior to approval of improvement plans	Public Works	
	Prior to Issuance of Building Permits			
12.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to issuance of building permit	Planning	
13.	At the discretion of the Planning Director, if the Phase II architecture is substantially consistent with Phase I and meets all other General Plan, Zoning, and SPA requirements, staff is authorized to approve the Design Review of Phase II.	Prior to issuance of Phase II building permit	Planning	
14.	Transportation Impact Fees shall be updated, or other provisions for collection of fair share contributions shall be established, to incorporate any offsite mitigation measures within the City of Rancho Cordova that are identified for the project that are not part of the current Transportation Impact Fee program and Transportation Impact Fees shall be paid.	Prior to issuance of building permit	Public Works	
15.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to issuance of building permit	Public Works	
16.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to issuance of building permit	Public Works	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
17.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	Prior issuance of building permit	Public Works	
18.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • On-site Civil Improvement Plans • Show all utility laterals. Include trenching and patching details. • Public improvement plans shall clearly delineate all transitions to existing improvements. • Replace existing driveways with standard A-6 driveways. • Number, Size and location of driveways are subject to approval by the Public Works Department. New driveways shall be standard A-6. All improvements to be designed to the satisfaction of Public Works Department.	Prior to issuance of building permit	Public Works	
	Prior to Occupancy Permit			
19.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	
20.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public Works Department.	Prior to final building inspection	Public Works	

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
21.	Install public improvements to the satisfaction of the Public Works Department.	Prior to final building inspection	Public Works	
22.	Applicant shall ensure that any sewer easements located within the footprint of the building are vacated or moved to the satisfaction of CSD-1 and SHRA or the agency with right to the easements.	Prior to occupancy permit	CSD-1	
23.	Each parcel with a sewage source shall have a separate connection to the CSD-1 public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or CSD-1 public sewer line.	Prior to occupancy permit	CSD-1	
24.	CSD-1 sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. CSD-1 will provide maintenance only in public rights-of-way and in easements dedicated to CSD-1.	Prior to occupancy permit	CSD-1	
25.	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 occupancy permit	County of Sacramento Dept of Water Resources	

Conditions of Approval

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

Advisory Comments – Rancho Cordova Planning Department

1. Sign permits shall be acquired for all building and monument signs placed on the site.

Advisory Comments – Rancho Cordova Building Department

1. Access to the public way will be required.
2. Plans submitted after 1/1/2008 will need to comply with 2007 California Codes.

Advisory Comments - Metro Fire District

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project.
2. The installation of security gates is regulated by the Sacramento County Fire Code, emergency access gates and barrier requirements. All proposed vehicle and pedestrian access gate installations shall be in full compliance with this regulation. Gates and fencing shall not be installed without plan review and approval by the Fire District.
3. Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways.
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Provide access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. Traffic calming measures, speed bumps, humps, etc., shall not be installed in fire apparatus access roadways.
6. All structures proposed for this project shall be equipped with an approved automatic fire sprinkler system. The automatic fire sprinkler system shall be designed to NFPA 13 standards.

Conditions of Approval

Advisory Comments – Rancho Cordova Police Department

1. Parking/Circulation
   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.
   c. Employee and customer parking should be mixed, to allow for a constant visibility of employee vehicles throughout the day.
   d. An outdoor employee break area should be provided, which allows for sufficient visibility to the parking area. This is to allow for more continual observation of the parking areas throughout the business day.
2. Building Security
   a. The east side of the building shall incorporate a sufficient number of windows to allow for continual observation of the parking lot area. This is to help ensure the safety of employees and customers arriving and departing, as well as the safety of vehicles while parked in the lot.
   b. 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.
   c. 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.
   d. 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.
   e. Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door.
   f. 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.
   g. 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.
   h. 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.
   i. All hatchway openings on the roof of any building shall be secured as follows:

(1) 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.

(2) 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.

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

j. 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:

(1) 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:

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

(2) 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.

b. All walkway curbs shall be vertical in design. Rounded curbs shall be avoided whenever possible.

c. All landscaping plans shall include maintenance of all landscape materials that may come in contact with lighting or address elements. Tree canopies shall be above light poles (at maturity) and any shrubbery shall not obstruct pedestrian-scale accent lighting.

4. 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 1-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 an independent 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. Exterior door, perimeter, and soffit 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.)

Conditions of Approval

5. Building Numbering
   a. Each different building within this development shall have its particular address prominently displayed on the side facing the street, and its front and rear doors. (Rear door numbers only need to be three inches in height.) If front door numbers are placed on glass, the numerals shall be white in color.
6. The Police Department reserves the right to make additional security and safety conditions, if necessary, upon receipt of detailed/revised building plans.

Advisory Comments – County Sanitation District 1 (CSD-1)

1. 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.

2. Minimum pad/floor elevations shall be required pursuant to the Sacramento County Floodplain Management Ordinance.

3. Incorporate stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with "Start at the Source", latest edition as published by BASMAA. Such implementation may be able to reduce the stormwater quality treatment requirement.

4. If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate permanent stormwater quality treatment measures in conformance with applicable City and County ordinances and standards, and state and federal law. (See Dalia Fadl at (916) 874-1321 for stormwater treatment options).

Advisory Comments – County of Sacramento Department of Water Resources

1. Minimum pad/floor elevations shall be required pursuant to the Sacramento County Floodplain Management Ordinance.

2. Non-enclosed parking areas for commercial and apartment complexes shall be constructed no lower than one-foot below the base flood elevation

3. Incorporate stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with "Start at the Source", latest edition as published by BASMAA. Such implementation may be able to reduce the stormwater quality treatment requirement.

Conditions of Approval

4. If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate permanent stormwater quality treatment measures in conformance with applicable City and County ordinances and standards, and state and federal law. (See Dalia Fadl at (916) 874-1321 for stormwater treatment options).

ATTACHMENT 2

CITY OF RANCHO CORDOVA

Minutes of Special Meeting of the Planning Commission
November 29, 2007

1. CALL MEETING TO ORDER

The special meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, November 29, 2007 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Troy Konarski called the meeting to order at 6:00 p.m.

Staff Present: William Campbell, Principal Planner; Associate Planner, Shannan Loveless; Planning Commission Clerk, Charlene Fortunka

Roll Call:

Commissioners Present: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
Commissioners Absent: NONE

A. **Flag Salute –** Pledge of Allegiance was conducted.

B. **Approval of Agenda –** The Planning Commission reviewed the agenda of the November 29, 2007 Special Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the agenda of the November 29, 2007 Planning Commission Special Meeting. Motion was approved unanimously.

2. PUBLIC COMMENT – There were no public comments heard at this meeting on non-agenda items.

3. PUBLIC HEARING

A. Consideration of the Design Review for Phase I of Bloodsource Laboratory Building, RC-07-324

Request: The applicant is requesting Design Review approval for a new, single-story laboratory building for BloodSource, consisting of a 30,000 sf first phase, and a potential 15,000 sf second phase addition to match the first phase. The construction date has not been established for the second phase.
Project Applicant: BloodSource, 1625 Stockton Boulevard, Sacramento, CA 95816
Project Location: APN: 067-0010-060; Bounded by Armstrong Ave, Bleckely St, Schirra Ave, and Bullard St within the Mather Field Special Planning Area

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the existing environmental analysis prepared for the Mather Field Special Planning Area is adequate and forward a recommendation to the City Council to adopt a Resolution approving Design Review for the BloodSource Laboratory Building, RC-07-324, subject to the Design Review Package and Conditions of Approval as amended. Chair Konarski opened the public hearing and took testimony from Allan Hoshida, project architect, and Leslie Botas, BloodSource representative.

The Commissioners had the following concerns and comments:

- Moe-The staff report states that the applicant is proposing an integral color plaster finish in a neutral color palette for the exterior walls, but typically plaster is not applied to tilt wall panels-should that actually read textured paint? Loveless-The applicant has proposed an Omega product. Hoshida-It is an acrylic paint, not plaster finish.
- Konarski-Staff also mentioned in the report that the Mather Special Planning Area design guidelines are more comprehensive than the City's adopted Design Review Ordinance, but are inconsistent with the City's processing requirements. Would you expand upon what that means for this project? Loveless-Essentially we are saying that we are using both sets of guidelines, although the SPA guidelines are more comprehensive. Campbell-The inconsistency was that the County had empowered McCuen Properties to undergo an internal design review process. The City now has a design review process that requires Planning Commission and City Council review.
- Cummings-Has staff conducted any traffic studies to see how the area will be impacted during construction? Loveless-The project has been routed to affected agencies, and we did not receive any substantial comments with regards to traffic.
- Cummings-Condition of Approval #13 uses the phrase "substantially consistent"; will this mean that Phase II must be an exact copy of Phase I, or something that is 90% there? Campbell-We have used that term consistently to make sure that there is no question about how the final project should appear; it is a good descriptive phrase.
- Cummings-Has the proponent told you where the materials lot for construction will be located? It seems to be a fairly small lot, and the location could impact traffic. Campbell-The applicant would probably put the materials on the east side of their own parking lot. Hoshida-Currently the whole site is fully developed parking, and the intent is to utilize the eastern half for future parking, so the staging for the all of the construction materials and trailers could all be housed over there.
- Burke-Is Phase II going to take up half of the parking lot where there are currently 70 spaces, adding more building space and taking half of the parking away? Campbell-BloodSource will be reducing the onsite parking in the Phase II, but they are going to be acquiring a nearby building with a tremendous amount of parking, and they can offer off-site shared parking.
- Burke-Approximately how many employees will be onsite at any given time? Campbell-There will probably be about 50 people per shift, 3 shifts per day.
- Vance-Did not see any conditions of approval regarding numbering on the building and lighting of those numbers; can this be added as a condition? Campbell-Staff will make sure the condition is added, or if the Commission prefers, an amendment can be made to the recommendation to include it.
- Konarski-Have the Fire Department and Police Department reviewed this application? They are typically the agencies requiring address numbering and lighting. Campbell-Both departments reviewed the application, but did not request adding a condition for numbering and lighting of the address.
- Cummings-Do you have a projected build out time, and if yes, is Phase II included in that estimate? Hoshida-The original estimate was 8 months to construct, but due to the limited timeline, we are currently forging ahead and are poised to submit building permits next week for the building shell and site. Botas-We are anticipating 2-5 years for build out.
- Konarski-Are you moving the operation from downtown and selling that building? Botas-We are in contract for the sale of our building at Alhambra and Stockton, and we have agreements to move from that building in a very limited amount of time.
- Cummings-Under the impression that there would be build out in a fairly short period of time, so are you still looking for Phase II approval tonight based on the 3-5 year timeline? Campbell-The Commission has seen the building and the shell, the inclusion

of Phase II in the approval will eliminate the need for BloodSource to come back for another design review approval. If the look changes significantly, staff will bring the project back for review.

- Cummings-Does design review approval have an expiration date? Campbell-It is the building permit that must be pursued within a defined timeframe, whereupon issuance it can be extended once, but must be acted upon within the year.
- Cummings-If Phase II is built within a shorter period of time than we expect, would like staff to inform the Commission.
- Moe-Concerned about Condition of Approval #22; would rather have the PUEs vacated prior to building permit than prior to occupancy. Loveless-The Condition refers to the two sewer easements not the 12 and ½ foot PUE that surrounds the perimeter of the site, and CSD-1 has record that those sewer easements have been abandoned. However, the paperwork for the easements and the ownership of the right to pass through there was never vacated. The easement belongs to SHRA, not the City, and would have to go through the Board of Supervisors to be vacated, so we gave the applicant until occupancy to give them adequate time to get through the hearing process.
- Cummings-Do we need to make a motion to amend the conditions of approval to include the building numbering requirements? Moe-The requirement was actually listed in the advisory comment section of the conditions of approval. Campbell-Typically we don't put code requirements as a condition of approval; we use the advisory comment section more for the applicant's information.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Moe moved, seconded by Commissioner Burke, to determine the existing environmental analysis prepared for the Mather Field Special Planning Area is adequate and forward a recommendation to the City Council to adopt a Resolution approving Design Review for the BloodSource Laboratory Building, RC-07-324, subject to the Design Review Package and Conditions of Approval as amended.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

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

5. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

6. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- NONE

7. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 6:29 p.m., November 29, 2007, to the next scheduled meeting.

_____

Troy Konarski, Planning Commission Chair

_____

William Campbell, Principal Planner

ATTEST:

_____

Charlene Fortunka, Commission Clerk

DRAFT

067-0010-047
MATHER DEVELOPMENT PARTNERS II
LIMITED PARTNERSHIP
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-060
MATHER DEVELOPMENT
PARTNERS III L P
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-013
UNITED STATES OF AMERICA
10593 PETER A MCCUEN B
MATHER CA 95655

067-0010-019
PLANT BROS CORP
27 REED BL
MILL VALLEY CA 94941

067-0010-019
TENANT
10548 ARMSTRONG AV
MATHER CA 95655

067-0010-022
SECURITY NATIONAL OFFICES LLC
PO BOX 35
EUREKA CA 95502

067-0010-022
TENANT
3665 BLECKELY ST
MATHER CA 95655

067-0010-026
UNITED STATES OF AMERICA
10593 PETER A MCCUEN B
MATHER CA 95655

067-0010-046
SHIVA INC
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-046
TENANT
10545 ARMSTRONG AV
MATHER CA 95655

067-0010-047
TENANT
10536 PETER A MCCUEN B
MATHER CA 95655

067-0010-055
PLANT BROS CORP
27 REED BL
MILL VALLEY CA 94941

067-0010-055
TENANT
10481 ARMSTRONG AV
MATHER CA 95655

067-0010-056
MATHER DEVELOPMENT
PARTNERS III L P
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-058
MATHER DEVELOPMENT
PARTNERS III L P
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-059
MATHER DEVELOPMENT
PARTNERS III L P
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-064
UNITED STATES OF AMERICA
10546 PETER A MCCUEN B
MATHER CA 95655

067-0010-068
HINES MATHER PROPERTIES LLC
630 I ST
SACRAMENTO CA 95814

067-0010-072
SECURITY NATIONAL OFFICES LLC
323 5TH ST
EUREKA CA 95502

067-0010-075
MATHER DEVELOPMENT
PARTNERS L P
3610 AMERICAN RVR DR 100
SACRAMENTO CA 95864

067-0010-076
REDEVELOPMENT AGENCY COUNTY
OF SACRAMENTO
700 H ST 7650
SACRAMENTO CA 95814

067-0010-078
ANKAA GROUP LLC
10520 ARMSTRONG AV
MATHER CA 95655

067-0010-080
CENTURY VISION DEVELOPERS INC
1380 GALAXY WY
CONCORD CA 94520

067-0010-081
HERITAGE COMMUNITY CREDIT UNION
PO BOX 790
RANCHO CORDOVA CA 95741

077-0050-014
TRAN HOANG
8244 TURNBURY DR
SACRAMENTO CA 95828

077-0050-014
TENANT
3581 MATHER FIELD RD
RANCHO CORDOVA CA 95670

077-0050-058
UNITED STATES OF AMERICA
10593 PETER A MCCUEN B
MATHER CA 95655

077-0050-077
CORDOVA RECREATION/PARK
DISTRICT
2197 CHASE DR
RANCHO CORDOVA CA 95670

077-0050-085
JPI XXIX L P
5665 POWER INN RD 140
SACRAMENTO CA 95824

MORTON & PITALO INC
1788 TRIBUTE RD #200
SACRAMENTO CA 95815



500 FT. RADIUS MAP

APN 067-0010-047 & 060

October 7, 2007

ATTACHMENT 3

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: **ORDINANCE AMENDING TITLE 22.40.035 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING HOUSEHOLD POPULATION FACTORS FOR PURPOSES OF CALCULATING PARK DEDICATION REQUIREMENTS**

REQUEST

The City of Rancho Cordova proposes to amend its household population factors based upon the latest available data provided through the 2000 Census. Amended household population factors would be applied to pending and future development projects and would define the obligation of new development to dedicate park land to serve future residents.

RECOMMENDATION

Waive first reading and introduce Ordinance No. 40-2007

RESULT OF RECOMMENDED ACTION

Adoption of this ordinance will amend the household population factors that are the basis for calculating park dedication requirements for new development. Adoption of accurate population factors will ensure that an appropriate amount of park land is provided within future development.

ANALYSIS

The City of Rancho Cordova adopted by reference Section 22.40.035 of the County of Sacramento municipal code, wherein the required park area per 1,000 people was determined to be 4.87 acres for the Cordova Area and the average household size for single-family residences was determined to be 2.75 people per household.

On November 1, 2004 the City Council adopted Ordinance No. 53-2004 amending various portions of Section 22.40.035, including the amount of land required per 1,000 residents (increased to 5 acres per 1,000 residents) and the household population faction for single family homes (increased to 2.95 persons per household). Lacking available data for higher density housing types, the City did not amend the household population factors for small family dwellings and multi-family dwellings in 2004.

Since the last amendment of household population factors in November 2004, data for the 2000 Census has become available in the GIS format utilized by both the City and Sacramento County. This data provides very fine distinctions in household population and geographic location. The 2000 Census data has now confirmed that the number of persons living within various types of

homes has increased over the past 20 years. Given the availability and the reliability of this data, coupled with the need to provide the correct amount of park land to serve future residents, staff proposes the City Council amend the household populations factors as described in Table 1 below.

A fine distinction in the proposed household population factors has been included in the table below. Currently the City defines a Small Family Dwelling as a grouping of 2 to 6 units in an attached configuration. The 2000 Census provides a division of 2 to 5 dwellings in an attached configuration and staff proposes that the City modify the Small Family Dwelling definition to be consistent with the 2000 Census.

Table 1 – Existing and Proposed Household Population Factors for Parks

	Dwelling Unit Type	Household Size	Dwelling Units/ 1,000 Population	Park Acres/ Dwelling Unit
Existing Standard Dedication at 5.0 acres/1000	Single Family	2.95	339	.01475
	Small Family (2-6 DU)	2.03	493	.0101
	Multiple Family (7-more)	1.54	649	.0077
	Mobilehome	1.72	581	.0086
Proposed Standard Dedication at 5.0 acres/1000	Single Family	2.92	342	.0146
	Small Family (2-5 DU	2.88	347	.0124
	Multiple Family (6-more)	2.20	455	.0110
	Mobilehome	1.77	565	.0088

Rancho Cordova Open Space Standards:

In addition to requiring park dedication within new development, the City also requires dedication of a related facility that is identified in the City's General Plan as Mandatory Open Space in the amount of 1.75 acres per 1,000 residents. Calculation of the amount of Mandatory Open Space required within a project is linked to the household population factors of Section 22.40.035, and therefore the amount of required open space within a project would be increased with the adoption of new household population factors. Table 2 below defines the total amount of park and open space land that would be required for each new dwelling under the amended household populations proposed herein.

Staff has investigated whether the amendment of Section 22.40.035 will affect any other service provided by the City or obligation required of developers and has identified no such issues or circumstances.

Table 2 – Combined Park and Open Space Obligation				
	Dwelling Unit Type	Park Acres per Dwelling	Open Space Acres per Dwelling	Total Acres/ Dwelling Unit
Existing Household Population Factors	Single Family	.0148	.0052	.0199
	Small Family (2-6 DU)	.0101	.0036	.0137
	Multiple Family (7-more)	.0077	.0027	.0104
	Mobilehome	.0086	.0030	.0116
Proposed Household Population Factors	Single Family	.0146	.0051	.0197
	Small Family (2-5 DU	.0124	.0050	.0194
	Multiple Family (6-more)	.0110	.0039	.0149
	Mobilehome	.0088	.0031	.0119

Concurrent Sacramento County Analysis:

Earlier this year the Sacramento County Department of Planning and Community Development proposed an amendment to their calculation of dedication requirements and new population factors. The County based its proposed household populations on 2000 Census data that is now available with fine distinctions on types of households and geographic areas (block level data). This data now provides the detail that had not been available when the City updated its household population factors in 2004.

For unincorporated portions of Sacramento County, the 2000 Census data reveals changes in household populations have grown over the past 20 years. Based on the County's analysis, populations per household in the unincorporated County have increased as follows:

- Single family units increased from 2.77 to 2.92 persons per household
- Small family units increased from 2.00 to 2.44 persons per household
- Multi-family units increased from 1.53 to 2.00 persons per household
- Mobile homes increased from 1.73 to 1.93 persons per household

City staff's analysis of the 2000 Census data resulted in household population factors generally similar to overall Sacramento County. County staff also conducted an analysis of households within Rancho Cordova and their results for the City's incorporated areas were nearly identical to the City's proposed factors listed above.

DISCUSSION WITH BUILDING INDUSTRY CONSTITUENTS

Staff has presented the data within this report to groups and individuals within the development industry. No written comments on this proposed amendment have been received. Comments on this proposal have focused on two areas: whether adjustments can be made for special types of single family homes (senior communities and small lot single family) and whether the factors would apply to projects that are currently under review. Staff has provided the following general responses to these inquiries:

Adjustments for Special Types of Single Family Dwellings:

This request is based on a general belief on the part of the development community that both age restricted communities and small lot single family homes have household populations that are lower than typical single family homes. While this may in fact be true, staff does not currently have data to support adjusting household population factions for these two dwelling types. Staff has stated to the development community that should reliable and defensible data on specific dwelling types be provided to the City, that the City would then consider amending household population factors. These factors should accurately represent real household populations.

Projects Currently Under Review:

While staff recognizes the difficulties created when a new City standard is adopted, it would substantially undermine the City's ability to meet the recreational needs of future residents if all projects under review were exempted from the amended household factors. While outright exemption from these standards is not supported, staff would support considering payment of in lieu fees for a portion of the additional park requirement in projects that are far advanced in the review process. Additionally, staff would consider and potentially support creative solutions allowing a developer to meet a portion of the City's recreational needs in an alternative manner off site from the project.

FINANCIAL IMPLICATIONS TO CITY

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

RECOMMENDED MOTION

"I move that the City Council introduce and waive first reading of No. Ordinance 40-2007, amending Title 22 of the Rancho Cordova Municipal Code relating to the calculation of dedication requirements and the establishment of new population factors."

ATTACHMENT

Ordinance No. 40-2007

CITY OF RANCHO CORDOVA

ORDINANCE NO. 40-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 22.40 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE RELATED TO PARK DEDICATION AND PARK IN-LIEU FEES

RECITALS

WHEREAS, pursuant to Government Code section 66477 (the "Quimby Act"), local agencies may adopt ordinances requiring the dedication of land or imposing a requirement for the payment of fees in-lieu thereof for park or recreational purposes as a condition to the approval of a tentative map or parcel map; and

WHEREAS, the dedications and/or fees required by a Quimby Act ordinance are based upon calculations using residential density to determine the required dedication and/or fee necessary to provide an amount of park land per 1,000 people as established by the local agency; and

WHEREAS, the City adopted Ordinance 53-2004 which established the amount of future park land in the City and required acreage of park land per 1,000 people is 5 acres per 1,000 people as allowed under the Quimby Act; and

WHEREAS, the City has determined that based upon a study of 2000 Census data for land within the City, the household populations of the various types of residential dwellings within Rancho Cordova is trending toward an increase in household size; and

WHEREAS, the City has determined that over two and half years has lapsed and the City of Rancho Cordova wishes to be consistent with the most current and accurate data on household population and housing type definition that necessitates an update in the procedure for calculating dedications and/or fees under Section 22.40.035 of the Rancho Cordova Municipal Code.

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

SECTION 1. Section 22.40.035, "Calculating Area of Land Dedication," of the Rancho Cordova Municipal Code is hereby amended to read as follows:

a. If the City requires the dedication of land, the subdivider or owner shall dedicate land for neighborhood and community parks according to the formula D x F = A in which:

D equals the number of dwelling units

F equals a "factor" herein described

A equals the amount of land, in acres, to be dedicated

b. Definitions. For purposes of this section, the following definitions shall apply:

"Dwelling unit" means one or more rooms in a building or structure or portion thereof designed exclusively for residential occupancy by one family for living or sleeping purposes and having kitchen and bath facilities, including mobilehomes.

"Single-family dwelling" means a dwelling unit comprised of a detached building designed for occupancy by one family.

"Small family dwelling" means a residential building or structure designed and used for or proposed for residential occupancy by two through five ~~six~~ families and having a kitchen and bath facilities for each family, including two-family, group and row dwelling units.

"Multiple family dwelling" means a residential building or structure designed and used for or proposed for residential occupancy by six ~~seven~~ or more families and having a kitchen and bath facilities for each family.

"Mobilehome" means a dwelling unit used for or proposed for residential occupancy in vehicles which require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.

c. The factors .0146, .0124, .0110 and .0088 ~~.01475, .0101, .0077 and .0086~~ are constants determined from an analysis of population trends and studies of Rancho Cordova in accordance with Section 66477(a)(2), which, when multiplied by the number of dwelling units permitted in the subject area, will produce five acres per thousand population to be devoted to neighborhood or community park facilities. This limit has been determined in accordance with Section 66477(a)(2)(B) of the Government Code. The Planning Director may re-establish such factors annually.

Fs = .0146 ~~.01475~~ relating to single-family dwelling units (2.92 ~~2.95~~ persons/dwelling)
Fm = .0124 ~~.0101~~ relating to small family dwelling units (2.88 ~~2.03~~ persons/dwelling)
Fa = .0110 ~~.0077~~ relating to multiple family dwelling units (2.20 ~~1.54~~ persons/dwelling)
Fmh = .0088 ~~.0086~~ relating to mobilehome dwelling units (1.77 ~~1.72~~ persons/dwelling)

The following is an example of the formulas used to determine the above factors:

Population			Household Size	Dwelling Units/1,000 Population		
1,000	/	2.92	~~2.95~~ persons	=	342	~~339~~

Park Acres/1,000 Pop.		D.U./1,000 Pop.	Park Acres/Dwelling Unit (Factor)		
5 Acres	/	342 ~~339~~	=	0.0146	~~0.01475~~

d. In small family and multiple family development projects, the number of dwelling units shall be calculated from the maximum density permitted in the proposed zone, as determined from the Zoning Code, including any density bonus, unless the subdivider can demonstrate that the development will contain a lesser number of dwelling units. For tentative parcel maps in multi-family zones, a condition may be added to the tentative parcel map stating that the number of dwelling units may be calculated using the density tentatively approved, and such requirement

shall not become final until the land or improvements are dedicated or fees in lieu thereof are paid by the subdivider to the satisfaction of the City.

SECTION 5: Severability

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

SECTION 6: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published 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 by the City Council of the City of Rancho Cordova on the 7th day of January, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 9.96 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE RELATING TO EMERGENCY ALARMS**

RECOMMENDATION

Introduce and waive the first reading of Ordinance No. 42-2007 amending Chapter 9.96, Title 9, of the City Municipal Code relating to emergency alarms.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will result in the reduction of false alarms requiring response by the Police Department by establishing additional regulations pertaining to alarm companies and alarm users.

BACKGROUND

Upon incorporation, the City of Rancho Cordova adopted most of the County's Codes by reference. Amongst the Codes adopted from the County was Chapter 9.96 relating to emergency alarms. The City currently contracts with the Sacramento County Sheriff's Department for the provision of services related to this Chapter.

In September 2007, the County adopted an amendment to their Emergency Alarms Chapter (Sacramento County Code Chapter 9.96), requiring, among other things, the renewal of alarm permits every two years, along with a renewal fee of $45. The County sent renewal notices out on October 16th. Unfortunately, the County accidently included alarm owners within the City of Rancho Cordova in their mailing. A total of 6,447 renewal notices were sent to residents or businesses within the City limits.

The alarm fees are used to assist in off-setting the cost of responding to private alarms. The County conducted a study and determined that 98% of alarm calls in 2006 were false or processed, and cancelled prior to the arrival of public safety personnel. The County spent approximately $2 million in personnel costs to administer their alarm permit program, but permit fees and fines generated only $913,000 in revenue. The fees and fines represented a 46% cost recovery rate. Included in the 2006 revenue of $913,000 was $92,030 generated by the City of Rancho Cordova as a result of issuing 581 permits, permit surcharges, and false alarm fines. The City's costs for the alarm program were approximately $215,000; therefore, the cost recovery was 43%. The

County's false alarms, and the related revenues generated from fines, remained relatively consistent in 2007 with the reported amounts for 2006.

ANALYSIS

Staff has considered the amendments made by the County and recommends adopting all changes made by the County, except for the bi-annual permit renewal requirement; the primary changes are described below. Staff anticipates that the Ordinance will result in decreased costs associated with responding to false alarms. Staff will continue to monitor the costs to determine whether additional changes to the Emergency Alarms regulations are needed.

The attached Ordinance will reduce the amount of false alarm calls, increase alarm company accountability and improve customer notification and service. The following are few of the regulations that will help achieve such improvements:

1. A Two-call Verification Response or Enhanced Call Verification plan requiring the alarm company to make more than one attempt to contact a location(s) or responsible parties prior to calling the Police Department.

2. The alarm company will also be required to provide verification of the customer permit. Violation of this requirement will result in a fine to the alarm company.

3. A random audit provision that will allow the Police Department to examine alarm company records for compliance with the Ordinance.

This Ordinance will not change the amount of current City fees and fines for original permits and false alarm calls. Currently, the fees and fines are as follows:

Alarm Permit Fees $50 (initial)

False Alarm Fines:

a) 1st and 2nd False Alarms	No Fee
b) 3rd False Alarm	$75
c) 4th False Alarm	$100
d) 5th False Alarm	$200
e) 6th & Subsequent False Alarms	$250

MOTION

"I move that the City Council introduce and waive the first reading of Ordinance 42-2007."

ATTACHMENT

Ordinance 42-2007 Amending Chapter 9.96 of the City of Rancho Cordova Municipal Code Relating to Emergency Alarms

CITY OF RANCHO CORDOVA

ORDINANCE NO. 42-2007

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE 9, CHAPTER 9.96, OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO EMERGENCY ALARMS

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

Section 1. Purpose and Declarations.

WHEREAS, upon incorporation the City of Rancho Cordova adopted most of Sacramento County Code by reference. Amongst the regulations adopted was Chapter 9.96 relating to Emergency Alarms; and

WHEREAS, in September 2007, the County adopted an amendment to their Emergency Alarms Chapter (Sacramento County Code Chapter 9.96), requiring, among other things, the renewal of alarm permits every two years, along with a renewal fee; and

WHEREAS, in October 2007, the County sent renewal notices to all permit holders. Unfortunately, the County accidently included alarm owners within the City in their mailing. A total of 6,447 renewal notices were sent to residents or businesses within City limits; and

WHEREAS, Staff has considered all of the amendments made by the County and desires to adopt all changes made by the County, except for the bi-annual permit renewal requirement; and

WHEREAS, Staff expects that additional requirements on alarm companies and alarm users will reduce the number of false alarms requiring Police attention. Staff will monitor the costs of responding to false alarms in order to determine whether additional changes to the Chapter are necessary.

Section 2. Title 9, "Public Peace, Morals and Safety," Chapter 9.96, "Emergency Alarms," is amended as follows:

1. Section 9.96.010, "Purpose," is amended to read as follows:

"The inefficiency resulting from responses by the Rancho Cordova Police Department to false alarms detracts from its ability to respond to bona fide emergencies. In order to improve the ability of the Sheriff to effectively respond to law enforcement needs, and to encourage Alarm System users, lessors, sellers and manufacturers to better construct and maintain Alarm Systems in City of Rancho Cordova, an alarm permit requirement is hereby imposed on all Alarm System users, hereinafter set forth. An enhanced call verification process is hereby imposed on all Alarm Companies, as hereinafter set forth. Nothing in this Ordinance shall be construed to require any Police Department response to alarm devices. The issuance of an alarm permit does not entitle the holder to any special level of Police Department service to an alarm device. All Police Department responses to alarm devices will be made in accordance with the alarm response policy established by the Police Department."

2. Section 9.96.015, "Alarm Company Defined," is amended to read as follows:

""Alarm Company" means any person, firm, partnership or corporation, or other association conducting or engaged in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring Alarm Systems within the City, including any school or government agency, department or district."

3. Section 9.96.046 is added to read as follows:

"9.96.046 Enhanced Call Verification Defined.

"Enhanced Call Verification" means a process by which Alarm Companies attempt to verify the legitimacy of a burglar alarm activation prior to requesting public safety dispatch. Enhanced call verification requires Alarm Companies to make a minimum of two phone calls prior to making a request for police services by the Police Department: one to the Alarm Site and the second to a different telephone number where a responsible party can typically be reached, preferably a cell phone number."

4. Section 9.96.081, titled "Verified Burglar Alarm Defined," is added to read as follows:

"9.96.084 Verified Burglar Alarm Defined

Verified Burglar Alarm" means confirmation of an unauthorized entry or attempted unauthorized entry upon the premises, building, or structure protected by the burglar Alarm System. Verification may be made by the Alarm System user or other person at or near the scene of the activation, a private guard responder or Alarm Company operator, and shall be based on a physical observation or inspection of the premises, or by remote visual inspection of the premises. For purposes of this definition, remote visual inspection of the premises is a visual inspection of the premises protected by the burglar Alarm System which is accomplished through the use of a video camera or other similar device to capture and transmit visual images of the premises to the Alarm System user, Alarm Company operator, private guard responder, or person or entity authorized by the Alarm System user. The visual images must be sufficiently discernable to permit the viewer to confirm that an unauthorized entry, attempted unauthorized entry, or other crime has occurred at the premises protected by the burglar Alarm System. *NOTE*: An open door, broken window, or other activity consistent with a burglary is considered a verified activation."

5. Section 9.96.095, "Required Information," subsection (a) is amended to read as follows:

"Each Alarm System permit application must contain the following information:

a. Full name, date of birth, social security number, driver's license number, address, and telephone number of the person who will be the permit holder and of the person responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this Chapter."

6. Section 9.96.110, "False Alarms," subsection (a) is amended to read as follows:

"a. As hereafter provided, false alarms shall incur a service fee, calculated per calendar year, payable to the City in an amount set by resolution of the City Council. Multiple false alarms in one calendar day shall be counted as one alarm for the purpose of assessing fees."

7. Section 9.96.115, "Suspension of Permit," is amended to read as follows:

"When grounds as hereafter provided exist, the Police Department may determine to suspend a permit. Suspensions of permits shall be for a maximum of three hundred sixty-five (365) calendar days. Use of the Alarm System during a suspension of the permit shall be a violation of this Chapter. The following shall constitute grounds for suspension of an alarm permit:

a. The violation of any of the provisions of this Chapter.

b. A false statement on the permit application.

c. Failure to pay any fine assessed by a court of competent jurisdiction pursuant to Section 9.96.165 of this Chapter.

d. Failure to pay any false alarm service fee pursuant to Section 9.96.110(b) of this Chapter or service fee pursuant to Section 9.96.165(b) of this Chapter.

e. Dispatch procedures for false alarm activations in excess of four (4) within a 12-month period. After four false alarm activations within a 12-month period, at any Alarm Site, the Police Department will require verification of each subsequent alarm before dispatching a unit. In the event verification is unavailable, the Police Department will broadcast the alarm notification and file it. For example, an unverified burglar alarm call will be broadcast and remain in the dispatcher's queue for a few minutes. It will be at the discretion of the officer in the field to determine if a response is warranted. The officer's decision will be based upon calls pending in the district, familiarity with the Alarm Site, and knowledge of chronic false alarms at the location. If an officer does not request the alarm call, the call will be closed out by the dispatcher.

When the Police Department Communications Center is notified of burglar alarm activation, the Communications Center shall determine if the complainant observed any activity consistent with a burglary at the alarmed location. The complainant shall not be asked to return to the location and look for evidence of criminal activity.

Exception: Verification is not required for burglar alarm activation at a location monitored by the Police Department Communications Center (e.g., City Offices). Verification is also not required at premises, buildings or facilities controlled or monitored by federal, state, or local agencies, or the location of a licensed firearms business."

8. Section 9.96.120, "Hearing Rights," is amended to read as follows:

"If an application for a permit is denied or a permit is to be considered for suspension pursuant to Section 9.96.115, the Police Department shall serve on the applicant or permittee a written notice of the Police Department's proposed action including, in the case of suspension, the length of the proposed suspension, and of the right to a hearing on the matter. Service shall be by certified/registered mail to the applicant's or permittee's last known address. Service shall be considered complete five (5) days after such mailing. The applicant or permittee may, within ten (10) calendar days after service of the Police Department's notification, file a request for hearing. Such request shall be in writing and mailed or deposited with Police Department, at the Sacramento County Sheriff's Department at 711 "G" Street, Sacramento, California, and shall be accompanied by a filing fee, in an amount set by resolution of the City Council to cover the cost of processing the appeal. The filing fee shall be refunded to the applicant or permittee in the event that the applicant or permittee prevails at the hearing. If no request for hearing is filed within the time and in the manner prescribed above, the right to a haring on the proposed denial or suspension shall be deemed to have been waived and the Police Department may proceed to deny or suspend the permit according to the terms of the original notice of proposed action.

Upon receiving a written request for a hearing, the Police Department shall serve on the applicant or permittee by first class mail, a notice of the time and place of hearing. Service shall be made at least ten (10) calendar days prior to the date set for hearing.

Upon the receipt of a written request for a hearing, in the case of a suspension, the Police Department shall take no further suspension action until a hearing has bee held pursuant to Section 9.96.130 and the Police Department has the written decision of the hearing officer."

9. Section 9.96.136, titled "Duties of Alarm Company," is added to read as follows:

"9.96.136 Duties of the Alarm Company

a. The Alarm Company shall provide written and oral instructions to each of its Alarm Users in the proper use and operation of their Alarm Systems. Such instructions will specifically include all instructions necessary to turn the Alarm System on and off and to avoid False Alarms.

b. Upon the effective date of this Ordinance, Alarm Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. The Alarm Company shall remove the One Plus Duress Alarm feature from Alarm Systems whenever an alarm technician is at the Alarm Site or otherwise accessing the panel for reprogramming purposes.

c. Upon the effective date of this Ordinance, Alarm Companies shall not install a device to activate a Holdup Alarm, which is a single action, non-recessed button.

d. Alarm Systems installed in the City after July 1, 2007 shall be listed with the Underwriters Laboratory, Inc., or be marked to state by other nationally recognized testing organizations, "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction." The Police Department may grant an exception to the requirement when the Police Department determines that the Alarm System , device or component is substantially equivalent to, or exceeds, the applicable Underwriters Laboratory, Inc. alarm testing standards.

e. An Alarm Company shall not use Automatic Voice Dialers.

f. After completion of the installation of an Alarm System, an Alarm Company employee shall review with the Alarm User the Customer False Alarm Prevention Checklist (Appendix C) or an equivalent checklist approved by the Police Department.

g. The Alarm Company shall not make a request for police services of the City in response to a burglar alarm signal, excluding Panic, Duress and Holdup signals, during the first seven (7) days following an Alarm System installation. The Police Department may grant a person's request for an exemption from this waiting period based upon a determination that special circumstances substantiate the need for the exemption.

h. The Alarm Company shall:

1. Report alarm signals by using telephone numbers designated by the Police Department;

2. Verify every alarm signal, except a Duress or Holdup Alarm activation, using the Enhanced Call Verification (ECV) or two (2) call verification before initiating a request for police services

3. Communicate requests for police services to the City in a manner and form determined by the Police Department;

4. Communicate cancellations to the City in a manner and form determined by the Police Department;

5. Ensure that all Alarm Users of Alarm Systems equipped with a Duress, Holdup or Panic Alarm are given adequate training as to the proper use of the Duress, Holdup or Panic Alarm;

6. Communicate any available information (north, south, front, back, floor, etc.) about the location on all alarm signals related to the request for police services;

7. Communicate nature of alarm (i.e.: burglary, robbery, panic, duress, silent, audible, interior or perimeter);

8. Provide an Alarm User permit number when requesting police services;

9. After a request for police services, promptly advise the Police Department Communications Center if the Alarm Company knows that any person is responding to the Alarm Site;

10. Attempt to contact the person named on the permit within 24 hours via mail, fax, telephone or other electronic means when a request for police services is made; and

11. Upon the effective date of this Ordinance, Alarm Companies shall maintain for a period of at least one (1) year from the date of any request for police services all records relating to that request. Records must include the name, address and telephone number of the Alarm User, the Alarm System Zone(s) activated, the time of request for police services and evidence of an attempt to verify. The Police Department may request copies of such records for individually named Alarm Users. If the request is made within sixty (60) days of a request for police services, the Alarm Company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty (60) days to one (1) year after a request for police services, the Alarm Company shall furnish the requested records within thirty (30) days of receiving the request.

i. An Alarm Company that purchases Alarm System accounts from another Person shall notify the Police Department of such purchase and provide details as may be reasonably requested by the Police Department.

j. Each Alarm Company must designate one individual as the Alarm Response Manager (ARM) for the company who will manage alarm related issues and act as the point of contact for the Police Department. The appointed individual must be knowledgeable of the general provisions of the Ordinance, as well as have the knowledge and authority to deal with false alarm issues and respond to requests from the Police Department. The name, phone number, and email address of the designated ARM shall be provided to the Police Department.

k. An Alarm Company shall submit in a biannual report to the Police Department a current list of all Alarm Systems within City that are monitored by such installation or monitoring company. The information in the report shall include, but not be limited to, the location of each Alarm System monitored by the Alarm Company (e.g. street address); the name, address and telephone number of the system subscriber; the number, type and location of Alarm Systems at that location; the name, address and telephone number of an emergency contact person for such location; the locations (e.g. street address) that are no longer monitored by the Alarm Company; and such other information as the Police Department reasonably deems necessary to carry out the purpose and intent of this Chapter.

l. Alarm Companies shall assist in obtaining the initial alarm permit and registration fee from the Alarm User and submit it to the Police Department within fifteen (15) days of connecting or commencing to operate an Alarm System."

10. Section 9.96.137, titled "Duties of the Alarm User," is added to read as follows:

"9.96.137 Duties of the Alarm User

a. All persons operating an Alarm System shall:

1. Obtain an Alarm Permit for the Alarm System as required in Section 9.96.085;

2. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

3. Make every reasonable effort to have a Responder to the Alarm System's location with thirty (30) minutes when requested by the law enforcement agency in order to:

A. Deactivate an Alarm System;

B. Provide access to the Alarm Site; and/or

C. Provide alternative security for the Alarm Site.

NOTE: In the event that the responder has an extended arrival time or the officer must leave to respond to other priority calls, the responder may call back to the Police Department Communications Center after arriving at the Alarm Site. The responder can request police services to check the Alarm Site should the responder find it necessary due to suspicious activity.

4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

b. An Alarm User shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than ten (10) minutes after being activated.

c. An Alarm User shall have a Licensed Alarm Installation Company inspect the Alarm System after two (2) False Alarms in a calendar year. The Police Department may waive a required inspection if it determines that a False Alarm(s) could not have been related to a defect or malfunction in the Alarm System. After four (4) False Alarms within a calendar year, the Alarm User must have a Licensed Alarm Company modify the Alarm System to be more false alarm resistant and provide additional user training as appropriate. If the Alarm User has been placed on Verified Response, the Police Department will determine if the Alarm System has been corrected and determine if the procedures outlined in Section 9.96.081 shall resume.

d. An Alarm User shall not use Automatic Voice Dialers.

e. An Alarm User shall maintain at each Alarm Site, a set of written operating instructions for each Alarm System.

f. All Alarm Users shall agree with their Alarm Company to go through an "acclimation period" for the first seven (7) days after installation of an Alarm System during which time the Alarm Company will have no obligation to and will not respond to any Alarm Signal from the Alarm Site, excluding Panic, Duress and Holdup signals, and will not make a request for police services even if the Alarm Signal is the result of an actual alarm event.

g. This Section applies to all individuals and firms, who have installed and/or monitor their own Alarm System."

11. Section 9.96.161, "Maintaining and Providing Specified Information," is amended to read as follows:

"Any central station, modified central station, or answering service that relays messages to the Police Department, and requests the dispatch of officers to an alarm system location, shall maintain and shall provide the following information to the Police Department's dispatch at the time each message is relayed:

a. The name of the permittee;

b. The address and phone number of the Alarm System; and

c. The alarm permit number

Failure to comply shall be a violation of this Chapter."

Section 3. Current Fees and Fines.

All fines and fees currently imposed by Title 9, "Public Peace, Morals and Safety," Chapter 9.96, "Emergency Alarms," shall continue as charged until adjusted by the City Council. The amendments above to Sections 9.96.110 and 9.96.120 specify that fines for false alarms and an appeal fee will be set by resolution of the City Council; the current amounts for fines and fee for these Sections shall continue to be imposed until modified by the City Council by way of resolution.

Section 4. Severability

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. Effective Date

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

ADOPTED, THIS ___ day of _____, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

MEMORANDUM

DATE: December 17, 2007

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager

SUBJECT: **RANCHO CORDOVA CHAMBER OF COMMERCE REGARDING FISCAL CIRCUMSTANCES FOR WHICH THE CITY MAY PROVIDE INTERIM SOLUTIONS**

RECOMMENDATION

Consider request and direct appropriate action.

RESULT OF RECOMMENDED ACTION

Council consider a request from a key membership organization that supports and promotes the economic vitality of Rancho Cordova.

BACKGROUND

The Rancho Cordova Chamber of Commerce has asked for an opportunity to make a presentation to the City Council. While many meetings have been held since June, as of this moment, there is no specific written request from the Chamber of Commerce. Therefore, there is no staff review or staff recommendation.

We do expect something in writing by Monday, December 17th. We understand that the following two items will be presented by the Chamber: (1) a request regarding their lease, and (2) a report on their short-term financial needs.

MEMORANDUM

Date: December 17, 2007

To: Mayor and Council Members

From: Anna Olea-Moger, CMC, City Clerk

Subject: **COUNCIL MEMBER APPOINTMENTS TO REGIONAL BOARDS COMMISSIONS**

RECOMMENDATION

That Council Member appointments for 2008 be determined for the listed Boards and Commissions reflected on the attached matrix. The same appointments for 2007 are listed as recommended appointments for 2008. Any Council Member who wishes to make a change has an opportunity to so state the proposed change when this item is discussed.

RESULT OF RECOMMENDED ACTION

Action on this item will confirm the 2008 Rancho Cordova City Council Member appointees and alternates to various boards and committees within the region to which Rancho Cordova provides leadership representation.

ADVANCES GOALS: 1 through 13

BACKGROUND

In December, as part of Council's annual business planning for the upcoming new year, the Mayor and Council Members review and determine who will serve as the City's representative on various regional boards and commissions for the next year. Some of the boards and commissions require the Mayor to be the City's appointee, e.g., Mayors & Board Chair Forum Collaborative and County Criminal Justice Cabinet, others require only that the appointee and alternate be a member of the City Council.

ATTACHMENT

Draft 2008 Council Member Appointments to Other Agency Boards & Committees Matrix

AGENDA ITEM 13.2

CITY OF RANCHO CORDOVA 2008 COUNCIL MEMBER APPOINTMENTS TO OTHER AGENCY BOARDS & COMMISSIONS					
Agency	**Term**	**Meeting Schedule**	**Special Requirements or Comments**	**2007 Appointments**	**Recommended 2008 Appointments**
City Selection Committee of Sacramento County	Term of serving Mayor	As needed	GC Sec. 50270 – 50279.2 Committee Clerk is Sacramento County Clerk of the Board or designee	Sander Alternate: Budge	Budge Alternate: Skoglund
County Criminal Justice Cabinet	Term of serving Mayor	Quarterly – 2nd Thursday of Month 8 a.m. at County Courthouse	Mayor serves on Full Cabinet Group (vs. Exec. Cabinet Group)	Sander Alternate: Budge	Budge Alternate: Skoglund
Mayors & Board Chair Forum Collaborative	Term of serving Mayor	Meeting schedule published regularly	Mayor serves for Mayors' & Board Chair Forum) & Mayor plus alternate for Core Group	Sander Alternate: Budge	Budge Alternate: Skoglund
League Board of Directors	At Large Sept. 2008	Feb, 8-9 Apr. 17-18 July 25-26 Sept. 24-27		Cooley	Cooley
League Transp., Comm. & P.W. Policy Committee	One year	Jan. 17 Apr. 2 June 26	Sacramento Valley Division Rep	---	McGarvey
League Revenue & Taxation Policy Committee	One year	Jan. 17 Apr. 2 June 26	Sacramento Valley Division Rep	Sander	Sander
League Housing, Com. Dev. & Econ. Dev. Policy Committee	One year	Jan. 18 Apr. 3 June 27	Cooley – Chair Budge – Sacramento Valley Division Rep	Cooley & Budge	Cooley & Budge
California State Seismic Safety Commission	Governor's Appointment In April 2007	February 14 April 10 June 12 August 14 October 9 December 11	Representing state's 478 cities	Cooley	Cooley
Sacramento Transportation Authority (STA)	Term is determined by appointing agency	2nd Thurs. of the month; 1:30 PM at County Board of Sups. Chambers		Cooley Alternate: Budge	Cooley Alternate: Budge

CITY OF RANCHO CORDOVA 2008 COUNCIL MEMBER APPOINTMENTS TO OTHER AGENCY BOARDS & COMMISSIONS					
Agency	**Term**	**Meeting Schedule**	**Special Requirements or Comments**	**2007 Appointments**	**Recommended 2008 Appointments**
Sacramento Area Council of Governments (SACOG)	Term is determined by appointing agency	3rd Thurs. of the month; 9AM at SACOG offices		Budge Alternate: McGarvey	Budge Alternate: McGarvey
Sacramento Local Agency Formation Commission (LAFCo)	*City Seat Alternate until May 2008 City Member Commissioner Seat for two-year term as of May 2008-May 2010 **Terms extended for Commissioiner & Alternate from May 1 to Dec. 31, 2008	1st Wednesday – 5:30 p.m. at the Sacramento County Board of Supervisors Chambers	*Per City Selection Committee Action 3/29/07 Mayor Sander designated Vice Mayor Budge **Per LAFCo Action 12/05/07; Note Rancho Cordova to fill City Member Seat in January 2009 thru December 2010	S. Miklos (City of Folsom) as City Member Commissioner Alternate: Budge	S. Miklos (City of Folsom as City Member Commissioner Alternate: Budge
Sacramento Regional Transit District Board of Directors	No term limit Sander's appt. began January 2004	2nd and 4th Monday at 6:00 p.m.		Sander Alternate: McGarvey	Sander Alternate: McGarvey
Sacramento Metropolitan Air Quality Management District (SMAQMD)	Term is determined by appointing agency	4th Thursday of the month at 9:30 a.m. at the Sacramento County Board of Supervisors Chambers		McGarvey Alternate: Skoglund	McGarvey Alternate: Skoglund
Sacramento Metropolitan Cable Television Commission	Term is determined by appointing agency	1st Thurs. of the month; 2:30 PM at County Board of Supervisors Chambers		McGarvey Alternate: Skoglund	McGarvey Alternate: Skoglund
Sacramento Regional County Sanitation District (Meets with County Sanitation District)	Term is determined by appointing agency	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Skoglund Alternate: McGarvey	Skoglund Alternate: McGarvey

CITY OF RANCHO CORDOVA 2008 COUNCIL MEMBER APPOINTMENTS TO OTHER AGENCY BOARDS & COMMISSIONS					
Agency	**Term**	**Meeting Schedule**	**Special Requirements or Comments**	**2007 Appointments**	**Recommended 2008 Appointments**
Sacramento County Sanitation Dist. No. 1 (Meets with Regional Sanitation District)	Term is determined by appointing agency	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Skoglund Alternate: McGarvey	Skoglund Alternate: McGarvey
Sacramento-Yolo Mosquito & Vector Control District Board	Two-year term (determined by appointing agency)	3rd Tuesday – 1:15 p.m. in District Board Room Offices (Elk Grove)	Council Action 2/20/07	McGarvey Alternate: Sander	McGarvey Alternate: Sander
Sacramento Public Library Authority Governing Board	July 1 through December 31, 2007 Per Council action of 03-19-07	4th Thurs. of the month at 3:00 p.m. at the Sacramento County Board of Supervisors Chambers	Prior to RC's inclusion in JPA with one seat on Governing Board, Budge served Past Member appointed to represent Supv. Collin's 2nd District	Budge Alternate: Sander	Budge Alternate: Sander
Sacramento County & Cities Board on Homelessness		Meets at SETA, 925 Del Paso Blvd, Sacramento		McGarvey Alternate: None	McGarvey Alternate: None
Sacramento County Human Rights Housing Commission Governing Board	No term limit; term is determined by appointing agency	TBD	JPA Formed in 2007 Rancho Cordova joined April 2, 2007 via Resolution No. 32-2007	Skoglund Alternate: None	Skoglund Alternate: None
Sacramento-Placerville Transportation Corridor JPA		Quarterly meetings of Board at Folsom City Hall (Staff attends monthly meeting)	Note: David Sander serves on this JPA as Board Member of Regional Transit	Budge Alternate: Cooley	Budge Alternate: Cooley
Elk Grove/Folsom/ RC/ El Dorado Connector JPA	Term is determined by appointing agency Per Council action of 11-20-06 Resolution No. 180-2006	4th Friday of the month at 8:30 a.m. in Rancho Cordova Council Chambers		Budge Alternate: None	Budge Alternate: None

MEMORANDUM

Date: December 3, 2007

To: Honorable Mayor and Council Members

From: Brenda Lehr, Deputy City Clerk

Subject: **2008 CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

That Council determine its meeting schedule for 2008.

RESULT OF RECOMMENDED ACTION

Action on this item will confirm the 2008 meeting schedule for Rancho Cordova City Council Members.

BACKGROUND

In December, as part of its annual business planning for the upcoming new year, the City Council reviews the next year's calendar and determines its meeting schedule for the new year.

Attached is a short list meeting schedule **(Attachment 1)** and a month-by-month detailed calendar (with colored legend & graphics) listing local, state, and national events, including the League of California Cities, the National League of Cities, the California Redevelopment Association, the American Society for Public Administration and various other organization conferences **(Attachment 2)**.

In an effort to efficiently and effectively review the attached conference and meeting schedules, **COUNCIL IS ENCOURAGED TO REVIEW THEIR 2008 FAMILY AND BUSINESS CALENDARS PRIOR TO THE MEETING.**

ATTACHMENTS

1. Draft 2008 Special & Regular Meeting Short List Meeting Schedule
2. Draft 2008 Council Meeting Schedule & Conference Calendar

AGENDA ITEM 13.3

City of Rancho Cordova
City Clerk's Office

2008 CITY COUNCIL MEETING DATES

Regular Meetings & Work Sessions begin at 5:30 p.m. unless noted otherwise
Study Sessions & Closed Sessions begin at 4:00 p.m. unless noted otherwise
Special Meeting begin at 5:30 p.m. unless noted otherwise

***Meeting on day other than Monday due to holiday**

THIS IS A WORKING DOCUMENT

DATE	MEETING DATE
January 7	Special Meeting - AB1234 Mandated Training in Lieu of Regular Meeting
*January 22 (Tuesday, Due to MLK Jr. Day)	Study Session & Regular Meeting
February 4	Study Session & Regular Meeting
February 12	Work Session - HOLD FOR 2ND ANNUAL FINANCIAL ISSUES WORKSHOP
*February 19 (Tuesday, Due to President's Day)	Regular Meeting
February 26 (Tuesday)	Work Session
March 3	Study Session & Regular Meeting
March 17	Regular Meeting
March 25 (Tuesday)	Work Session
March 31	Regular Meeting
April 7	Regular Meeting CANCELLED DUE TO CAP-TO-CAP
April 15 (Tuesday)	Work Session
April 21	Regular Meeting
April 29 (Tuesday)	Work Session

Updated: 12/12/2007 - As of: 2:41 PM

City of Rancho Cordova
City Clerk's Office

2008 CITY COUNCIL MEETING DATES

Regular Meetings & Work Sessions begin at 5:30 p.m. unless noted otherwise
Study Sessions & Closed Sessions begin at 4:00 p.m. unless noted otherwise
Special Meeting begin at 5:30 p.m. unless noted otherwise

***Meeting on day other than Monday due to holiday**

THIS IS A WORKING DOCUMENT

DATE	MEETING DATE
May 5	Regular Meeting
May 13 (Tuesday)	Work Session
May 19	Budget Workshop & Regular Meeting
June 2	Budget Session (if needed) & Regular Meeting (If no changes, adopt Proposed Budget)
June 16	Regular Meeting
June 30 (Monday)	Work Session
July 7	Regular Meeting
July 15 (Tuesday)	Work Session
July 21	Study Session & Regular Meeting (Possible Dark Day)
July 29 (Tuesday)	Work Session - TENTATIVE
August 4	Study Session & Regular Meeting (Possible Dark Day)
August 12 (Tuesday)	Work Session - TENTATIVE
August 18	Regular Meeting (Possible Dark Day)
August 26 (Tuesday)	Work Session - TENTATIVE

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City of Rancho Cordova
City Clerk's Office

2008 CITY COUNCIL MEETING DATES

Regular Meetings & Work Sessions begin at 5:30 p.m. unless noted otherwise
Study Sessions & Closed Sessions begin at 4:00 p.m. unless noted otherwise
Special Meeting begin at 5:30 p.m. unless noted otherwise

***Meeting on day other than Monday due to holiday**

THIS IS A WORKING DOCUMENT

DATE	MEETING DATE
*September 2 (Tuesday, Due to Labor Day)	Regular Meeting
September 9 (Tuesday)	Work Session
September 15	Study Session & Regular Meeting
September 23 (Tuesday)	Work Session
October 6	Regular Meeting
October 14 (Tuesday)	Work Session
October 20	Study Session & Regular Meeting
October 28 (Tuesday)	Work Session
November 3	Study Session & Regular Meeting
November 17	Regular Meeting
November 19 (Wednesday)	Special Meeting - Closed Session Annual City Manager Review
December 1	Study Session & Regular Meeting
December 15	Regular Meeting

Total Proposed Regular Meetings:	**0**	**All Meetings Grand Total:**
Total Proposed Study Sessions:	**0**	**0**
Total Proposed Work Sessions:	**0**	

Updated: 12/12/2007 - As of: 2:41 PM

City of Rancho Cordova
City Clerk's Office

2008 CITY COUNCIL MEETING DATES

Regular Meetings & Work Sessions begin at 5:30 p.m. unless noted otherwise
Study Sessions & Closed Sessions begin at 4:00 p.m. unless noted otherwise
Special Meeting begin at 5:30 p.m. unless noted otherwise

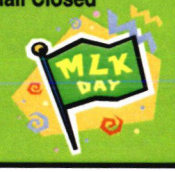
***Meeting on day other than Monday due to holiday**

THIS IS A WORKING DOCUMENT

DATE	MEETING DATE
Total Proposed Special Meetings:	**0**
Total Proposed Closed Sessions:	**0**
Total Proposed Jt. Mtgs. w/other Agencies:	**0**

Updated: 12/12/2007 - As of: 2:41 PM

2008 Council Meeting & Conference Calendar
January - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:		1 New Year's Holiday City Hall Closed 	2	3 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	4 8:30am Sac Co. 2x2	5
6	7 5:30pm AB1234 Mandated Training in Lieu of Regular Mtg. BCS College Football Championship Bowl - New Orleans, LA 6:00pm on Fox	8	9 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	10 8:00am Criminal Justice Cabinet 8:30am FCUSD 2x2 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg 2008 Leadership RC 8 to 4	11 12:00pm CRPD 2x2	12
13	14 8:00am - 6:00pm CORC Staff Learning Retreat 6:00pm - 10:00pm Council Learning Retreat Location: CSUS Aquatic Center	15 8:00am - 6:00pm CORC Staff & Council Learning Retreat	16 Mayors & Council Members Academy Leadership Institute - Sacramento - Jan 16-18	17 9:00am SACOG 6:00pm School District LCC Policy Committee Mtg - Sander (Rev & Tax) / Budge & Cooley (HCED) - Jan 17-18	18	19
20	21 ML King Jr. Holiday City Hall Closed 	22 4:00pm Study Session 5:30pm CC Mtg CALED: Keys to Successful Economic Development Course - Sacramento - Jan 22-25 United States Conference of Mayors 76th Winter Mtg. - Washington D.C. - Jan 23-25	23 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	24 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm PC Mtg Ran. Cor. Chamber Annual Dinner NLC-LTI Leading Innovation and Change in Local Government - Austin, TX - Jan 24-26	25 Sac Metro Chamber Annual Dinner	26
27	28 6:00pm RT Board	29	30	31	Notes:	

Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

Attachment 2

2008 Council Meeting & Conference Calendar
February - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:					1 **8:30am** Sac Co. 2x2 **Henry Cisneros Dinner - Rancho Cordova Marriott - 6pm - 10pm**	2 **Housing workshop - Rancho Cordova Marriott - 8am - 4pm**
3 **Super Bowl** 	4 **4:00pm Study Session** **5:30pm CC Mtg**	5 **Fat Tuesday - Mardi Gras ends**   **Presidential Primary**	6 **Ash Wednesday** **5:30pm** LAFCO **City Managers Conference - La Jolla, CA - Feb 6-8** **CEPO Winter Conference - Santa Barbara, CA - La Casa de Maria Retreat - Feb 6-8**	7 **8:30am** FCUSD 2x2 **2:30pm** Sac Metro Cable TV Comm. **6:00pm** School District **6:00pm** 1st Thursday Dinner	8 **12:00pm** CRPD 2x2 **LCC - Board of Dir. Mtg. - San Diego - Cooley - Feb 8-9**	9
10	11 **6:00pm** RT Board	12 **1:00 - 5:00pm Work Session - Annual Economic & Fiscal Future Report**	13 **9:30am** Co. Sanitation Dist. 1 & Sac. Reg. **7:00pm** Park District	14 **8:00am** Criminal Justice Cabinet **1:30pm** STA **3:00pm** ARP Gov. **6:00pm PC Mtg** **VALENTINE'S DAY** **2008 Leadership RC 8 to 4**	15 **11:30am** Cordova Community Council	16
17 **NBA All Star** 	18 **President's Day Holiday City Hall Closed** 	19 **5:30pm CC Mtg**	20	21 **9:00am** SACOG **6:00pm** School District	22	23
24	25 **6:00pm** RT Board	26 **3:30pm** EGUSD 2x2 @ City Hall **5:30pm Work Session**	27 **9:30am** Co. Sanitation Dist. 1 & Sac. Reg. **7:00pm** Park District	28 **9:30am** SMAQMD **2:00pm** ARP Gov. **3:00pm** Sac Public Library Auth. **6:00pm PC Mtg**	29 **City Talent Show @ City Hall**	Notes:

Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

2008 Council Meeting & Conference Calendar
March - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:						1
2	3 4:00pm Study Session 5:30pm CC Mtg	4	5 5:30pm LAFCO Public Works Officers Institute - La Jolla, CA - Mar 5-7	6 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	7 8:30am Sac Co. 2x2 HOLD FOR FLYING TO NLC Congressional City Conference ASPA Annual Conference - Dallas, TX - Mar 7-11	8 NLC Congressional City Conference - Washington D.C. - Mar 8-12
9 Daylight Saving Time Begins  NLC Congressional City Conference - Washington D.C. - Mar 8-12 ASPA Annual Conference - Dallas, TX - Mar 7-11	10 6:00pm RT Board	11	12 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	13 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg	14 12:00pm CRPD 2x2	15  Air Show - Mar 14-15
16  Air Show - Mar 14-15	17 St. Patrick's Day 5:30pm CC Mtg Spring Break (EGUSD, FCUSD & SCUSD) Mar 17-21	18 1:15pm Sac-Yolo Mos./Vec. Control	19 2:00pm Metro Fire 2x2	20 9:00am SACOG First Day of Spring 6:00pm School District	21 11:30am Cordova Community Council Good Friday	22
23 Easter Sunday	24 6:00pm RT Board	25 5:30pm Work Session	26 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District Planners Institute - Sacramento, CA - Mar 26-28 CRA Annual Conference - Anaheim, CA - Mar 26-28	27 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm PC Mtg	28	29
30	31 5:30pm CC Mtg (HOLD - tentative)	Notes:				

Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

2008 Council Meeting & Conference Calendar
April - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:		1 **April Fools' Day** 	2	3 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	4 8:30am Sac Co. 2x2	5 NCAA Men's Final Four Semi-finals CAP-to-CAP Conference - Washington D.C. - Apr 5-9
			LCC Policy Committee Mtg - Sander (Rev & Tax) / Budge & Cooley (HCED) - Apr 2-3			
6 NCAA Women's Final Four Semi-finals	7 5:30pm CC Mtg CANCELLED NCAA Men's Championship	8 3:30pm EGUSD 2x2 @ City Hall NCAA Women's Championship	9 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	10 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg	11 12:00pm CRPD 2x2	12
CAP-to-CAP Conference - Washington D.C. - Apr 5-9				2008 Leadership RC 8 to 4		
13	14	15 1:15pm Sac-Yolo Mos./Vec. Control	16	17 9:00am SACOG 6:00pm School District	18 11:30am Cordova Community Council	19
	City Manager Meetings - Proposed Budget Requests - Apr 14-18					
	6:00pm RT Board	5:30pm Work Session		LCC - Board of Dir. Mtg. - Sacramento - Cooley - Apr 17-18 ICMA West Coast & Mountain Plains Regional Summit - Lake Tahoe, NV - Apr 17-18		
			Legislative Action Days - Sacramento - April 16-18			
20	21 5:30pm CC Mtg	22	23 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	24 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm PC Mtg	25	26
27	28 6:00pm RT Board	29 5:30pm Work Session	30	Notes:		
			CALED Annual Conference - Anaheim (Disney Resort) Apr 30 - May 2			

Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

2008 Council Meeting & Conference Calendar
May - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:				1 **8:30am** FCUSD 2x2 **2:30pm** Sac Metro Cable TV Comm. **6:00pm** School District **6:00pm** 1st Thursday Dinner	2 **8:30am** Sac Co. 2x2	3
			CALED Annual Conference - Anaheim (Disney Resort) Apr 30 - May 2			
4	5 **5:30pm CC Mtg**	6	7 **5:30pm** LAFCO	8 **8:00am** Criminal Justice Cabinet **1:30pm** STA **3:00pm** ARP Gov. **6:00pm PC Mtg**	9 **12:00pm** CRPD 2x2	10
	Public Service Recognition Week - May 5-11		**City Attorneys Spring Conference - La Jolla, CA**	**ASPA Annual Dinner 5:00 PM** **2008 Leadership RC 8 to 4**		
11 **Mother's Day** 	12 **6:00pm** RT Board	13 **5:30pm Work Session**	14 **9:30am** Co. Sanitation Dist. 1 & Sac. Reg.- **7:00pm** Park District	15 **9:00am** SACOG **6:00pm** School District	16 **11:30am** Cordova Community Council **Proposed Budget Distributed to Council and Departments**	17
18	19 **2:00pm Budget Workshop** **5:30pm CC Mtg**	20 **1:15pm** Sac-Yolo Mos./Vec. Control	21	22 **9:30am** SMAQMD **2:00pm** ARP Gov. **3:00pm** Sac Public Library Auth. **6:00pm PC Mtg**	23	24
			CSAC Legislative Conf. - Sacramento, CA - May 21-22	**2008 Leadership RC 8 to 4 and Graduation**		
25	26 **Memorial Day Holiday City Hall Closed** 	27	28 **9:30am** Co. Sanitation Dist. 1 & Sac. Reg. **7:00pm** Park District	29 **Time TBD - Mayor/Bd Chair or Core Group - Followed by Reception & Dinner**	30 **Graduation Day**  **Cordova High** **Mills Middle** **Mitchel Middle**	31

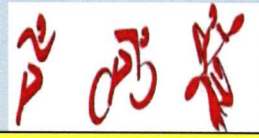
Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

2008 Council Meeting & Conference Calendar
June - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 12:00pm-5:00pm Budget Study Session II (if needed) 5:30pm CC Mtg - (if no changes) Adopt Proposed Budget & GANN Limitation	3 State Primary 	4 5:30pm LAFCO	5 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	6 8:30am Sac Co. 2x2	7
			Mayors & Council Members Exec. Forum & Adv. Leadership Workshops (Squaw Valley) Jun 4-7			
			Transforming Local Government (Alliance for Innovation) - Greenville, SC - Jun 4-6			
8	9 6:00pm RT Board	10	11 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	12 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg	13 12:00pm CRPD 2x2	14
Management Retreat - Jun 8-10				Proposed All Hands Meeting to Discuss Budget - 11:30-1:00 City Hall		
15 Father's Day 	16 5:30pm CC Mtg - Adopt Proposed Budget & GANN Limitation	17 1:15pm Sac-Yolo Mos./Vec. Control	18 2:00pm Metro Fire 2x2	19 9:00am SACOG 6:00pm School District	20 11:30am Cordova Community Council 1st Day of Summer 	21
Government Finance Officers Association Annual Conference - Fort Lauderdale, FL - Jun 15-18						
22	23 6:00pm RT Board	24	25 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	26 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm PC Mtg	27	28
				American Library Association Conference - Anaheim, CA - Jun 26 - Jul 2		
29	30 5:30pm Work Session	Notes:				
American Library Association Conference - Anaheim, CA - Jun 26 - Jul 2						

Regular Council Mtg.	Study Sess. w/Reg CC Mtg.	Proposed Work Session	Other Council Related Mtg.	Information Item	Holiday	

2008 Council Meeting & Conference Calendar
July - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:		1 Happy 5th Birthday Rancho Cordova 	2 5:30pm LAFCO	3 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	4 Independence Day City Hall Closed 	5
		American Library Association Conference - Anaheim, CA - Jun 26 - Jul 2				
6	7 5:30pm CC Mtg	8	9 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	10 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg	11 12:00pm CRPD 2x2	12
13	14 Nomination Period for Council Candidates 6:00pm RT Board	15 1:15pm Sac-Yolo Mos./Vec. Control 5:30pm Work Session	16	17 9:00am SACOG 6:00pm School District	18 11:30am Cordova Community Council	19 Eppie's Great Race 
		Major League All Start Baseball Game - Yankee Stadium	Sister-Cities Annual Conference - Kansas City, MO - Jul 16-19			
20	21 POSSIBLE DARK DAY 4:00pm Study Session 5:30pm CC Mtg	22	23 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	24 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm PC Mtg	25	26
27	28 6:00pm RT Board	29 5:30pm Work Session - TENTATIVE	30	31	Notes: Go dark in July vs. Aug - possible dates: July 21st and/or August 4th	

Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

2008 Council Meeting & Conference Calendar
August - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:					1 8:30am Sac Co. 2x2	2
3	4 **Possible Dark Day** 4:00pm **Study Session** 5:30pm **CC Mtg**	5	6 5:30pm LAFCO	7 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	8 **City Council Closing Date to File** 12:00pm CRPD 2x2 **2008 Olympics - Beijing, China - Aug 8-24**	9
10	11 **Schools Re-Open:** **Cordova High** **Mills Middle** **Mitchel Middle**	12 5:30pm **Work Session - TENTATIVE**	13 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District **Nomination Period Extension for any Qualified Person Other than Incumbent**	14 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm **PC Mtg**	15 11:30am Cordova Community Council	16
2008 Olympics - Beijing, China - Aug 8-24						
17	18 **Possible Dark Day** 5:30pm **CC Mtg -**	19 1:15pm Sac-Yolo Mos./Vec. Control	20	21 9:00am SACOG	22	23
2008 Olympics - Beijing, China - Aug 8-24						
CEPO Leadership Conference - Santa Barbara, CA - La Casa de Maria Retreat - Aug 17-22						
24 **2008 Olympics - Beijing, China - Aug 8-24**	25 6:00pm RT Board	26 5:30pm **Work Session - TENTATIVE**	27 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	28 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm **PC Mtg**	29	30
	Democrat National Convention - Denver, CO - Aug 25-28					
31	Notes:					

Regular Council Mtg.	Study Sess. w/Reg CC Mtg.	Proposed Work Session	Other Council Related Mtg.	Information Item	Holiday	

2008 Council Meeting & Conference Calendar
September - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:	1 **Labor Day Holiday** **City Hall Closed** 	2 5:30pm **CC Mtg**	3 5:30pm LAFCO	4 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	5 8:30am Sac Co. 2x2	6
	Republican National Convention - St. Paul, MN - Sep 1-4					
7	8 6:00pm RT Board	9 5:30pm **Work Session**	10 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District **2009 Leadership Day Chair Training - 2-5pm City Hall** **New Participant Reception - 5-7pm City Hall**	11 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm **PC Mtg**	12 12:00pm CRPD 2x2	13
					2009 Leadership Retreat - 9/12 (8-9pm) & 9/13 (8-Noon)	
14	15 4:00pm **Study Session** 5:30pm **CC Mtg**	16 1:15pm Sac-Yolo Mos./Vec. Control	17 2:00pm Metro Fire 2x2	18 9:00am SACOG 6:00pm School District	19 11:30am Cordova Community Council	20 **ICMA Annual Conference - Richmond, VA - Sep 20-24**
21	22 6:00pm RT Board	23 5:30pm **Work Session**	24 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	25 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth/ 6:00pm **PC Mtg**	26	27
ICMA Annual Conference - Richmond, VA - Sep 20-24			**LCC Annual Conference - Long Beach, CA - Sep 24-27**			
28 **First Day of Autumn** 	29	30	Notes:			

Regular Council Mtg.	Study Sess. w/Reg CC Mtg.	Proposed Work Session	Other Council Related Mtg.	Information Item	Holiday	

2008 Council Meeting & Conference Calendar
October - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:			1 5:30pm LAFCO	2 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	3 8:30am Sac Co. 2x2	4
5	6 5:30pm CC Mtg	7	8 9:30am Co. Sanitation Dist. 1 & Sac. Reg.- Skoglund 7:00pm Park District	9 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg 2009 Leadership - Local Government Mod. 8-4 City Hall	10 12:00pm CRPD 2x2	11 Salmon Festival - Oct 11-12
12 Salmon Festival - Oct 11-12	13 6:00pm RT Board	14 5:30pm Work Session	15	16 9:00am SACOG 6:00pm School District	17 11:30am Cordova Community Council	18
19	20 4:00pm Study Session 5:30pm CC Mtg	21 1:15pm Sac-Yolo Mos./Vec. Control	22 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	23 9:30am SMAQMD 2:00pm ARP Gov. 3:00pm Sac Public Library Auth. 6:00pm PC Mtg	24	25
26	27 6:00pm RT Board	28 5:30pm Work Session	29	30 Time TBD - Mayor/Bd Chair or Core Group - Followed by Reception & Dinner	31 Halloween 	Notes:

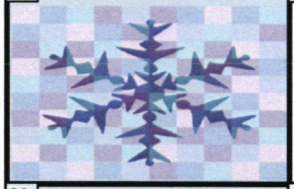
Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

2008 Council Meeting & Conference Calendar
November - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes						1
2 **Daylight Saving Time Ends** 	3 4:00pm Study Session 5:30pm CC Mtg	4 **GENERAL ELECTION**  **Election Party 5pm-11pm at City Hall**	5 5:30pm LAFCO	6 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	7 8:30am Sac Co. 2x2	8 **Possible Council Pre-Flight to NLC Annual Conference**
9 **Possible Council Pre-Flight to NLC Annual Conference**	10 **Possible Council Pre-Flight to NLC Annual Conference** 6:00pm RT Board	11 **Veteran's Day** 	12 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	13 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg **2009 Leadership - Land Use/Enviro. Mod. 8-4 City Hall**	14 12:00pm CRPD 2x2	15
		NLC Annual Conference - Orlando, FL - Nov 11-15				
16	17 5:30pm CC Mtg	18 1:15pm Sac-Yolo Mos./Vec. Control	19 5:30pm **Annual City Manager Review - Closed Session**	20 9:00am SACOG 6:00pm School District	21 11:30am Cordova Community Council	22
23	24 6:00pm RT Board	25	26 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	27 **Thanksgiving Day Holiday City Hall Closed** 	28 **Day After Thanksgiving Day Holiday City Hall Closed**	29
30	Notes:					

Regular Council Mtg.	Study Sess. w/Reg CC Mtg.	Proposed Work Session	Other Council Related Mtg.	Information Item	Holiday	

2008 Council Meeting & Conference Calendar
December - DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:	1 4:00pm Study Session 5:30pm CC Mtg	2	3 5:30pm LAFCO	4 8:30am FCUSD 2x2 2:30pm Sac Metro Cable TV Comm. 6:00pm School District 6:00pm 1st Thursday Dinner	5 8:30am Sac Co. 2x2	6
			LCC Seminars - Financial Management Fire Chiefs Leadership, City Clerks New Law & Election - Anaheim, CA - Dec 3-5			
7	8 6:00pm RT Board	9	10 9:30am Co. Sanitation Dist. 1 & Sac. Reg. 7:00pm Park District	11 8:00am Criminal Justice Cabinet 1:30pm STA 3:00pm ARP Gov. 6:00pm PC Mtg 2009 Leadership - Arts/Culture Mod. 8-4 City Hall	12 12:00pm CRPD 2x2	13
14	15 5:30pm CC Mtg	16 1:15pm Sac-Yolo Mos./Vec. Control	17 2:00pm Metro Fire 2x2	18 9:00am SACOG 6:00pm School District	19 11:30am Cordova Community Council	20
21 First Day of Winter 	22 6:00pm RT Board	23	24 Christmas Eve Holiday City Hall Closed 	25 Christmas Day Holiday City Hall Closed	26 Very Light Work Day	27
28	29	30	31 New Year's Eve 	Notes:		

Regular Council Mtg. | Study Sess. w/Reg CC Mtg. | Proposed Work Session | Other Council Related Mtg. | Information Item | Holiday

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David C. Hatch
Vice President

December 17, 2007

Hand Delivered

The Honorable Mayor and Members
of the Rancho Cordova City Council
Rancho Cordova City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Agenda Item 11.1 (Population per Household Calculations for Quimby Dedication Requirements
December 17, 2007 City Council Meeting

Dear Mayor and Members of the City Council:

GenCorp Realty Investments ("GenCorp") and Elliott Homes, Inc. ("Elliott Homes") submit this letter in connection with Agenda Item 11.1, an Ordinance that would amend Section 22.40.035 of your Municipal Code with regard to the household population factors utilized to calculate park and open space dedication requirements for residential development in your community. For the reasons set forth below, we request that you abide by verbal agreements between GenCorp, Elliott Homes, Cordova Parks and Recreation District ("CRPD") and the City concerning park and open space dedication requirements for the Rio del Oro and Westborough at Easton projects.

1. The City Council and CRPD Gave Preliminary Approval to Park Dedication Requirements for Rio del Oro and Westborough in Order to Accommodate the Community Recreational Center.

GenCorp and Elliott Homes have worked with your staff since the City's incorporation to process entitlements for the Rio del Oro project. GenCorp and the City also have recently commenced the environmental review and federal 404 permit process for the Westborough project. As you are aware, staff negotiated extensively with us to provide additional park acreage in Rio del Oro in order to facilitate the location and construction of a community recreational center. This agreement resulted in an increase of park acreage in Rio del Oro of 4.1 acres, an increase of open space acreage in Rio del Oro of 3.4 acres, and similar decreases in park and open space acreage in Westborough. The City Council and CRPD received a presentation of this proposal at a joint meeting in May of this year, and both legislative bodies indicated concurrence with this plan. Based upon those deliberations, GenCorp and Elliott Homes have prepared and are finalizing land use plans for both projects utilizing those park acreage assumptions.

Now, some six months later, and on the eve of finalizing the environmental document for Rio del Oro, your staff proposes a revision to the population per household figures in order to increase park and open space dedication requirements. Based upon preliminary conversations with your staff, it appears that under

the new calculation, an additional five acres would be required for park and open space dedication in Rio del Oro, and an additional seven acres would be required for park and open space dedication in Westborough.

While it may be merely coincidental that these changes are close to the amount of land involved in the "acreage transfer" needed to accommodate the Community Recreational Center, the shift in approach appears designed to penalize GenCorp and Elliott Homes for their early cooperation in providing an important community amenity. In spite of specific requests, your staff has been unwilling to provide any assurance to us that the Rio del Oro project would be "grandfathered" and that this additional acreage requirement would not apply to our projects. Thus, we must register our strong opposition to this proposed change, especially in light of our willingness to reach agreement on park dedication requirements early in the process that would favor the City.

We have engaged in discussions with your staff for months on a development agreement for Rio del Oro. The issue of memorializing the park and open space acreage transfer has been raised with the City Attorney, the Assistant City Manager and the Planning Director, although as of yet, no final agreement has been reached. If this proposed change in population per household is adopted, this will underscore the immediate need to formalize the park and open space transfer within the development agreements for both projects.

2. Consideration of a Change in Park Dedication Requirements will Cause Delay in Completing the Rio Del Oro Entitlement Process.

Absent clear direction from the City Council that the Rio del Oro and Westborough projects are not subject to any new parkland dedication requirements, significant delay will likely result in the completion of entitlements for Rio del Oro. The "acreage transfer" for the Community Recreational Center may no longer be acceptable, in order to ensure that Westborough is not penalized by any new dedication requirements. Moreover, it is simply infeasible to change the Rio del Oro project at this late date to accommodate increased park acreage. The proposed Rio del Oro land use plan has been developed and refined over the course of many years with the active participation of City staff, and the re-circulated sections of the draft EIR are within weeks of being released for public comment. Subjecting Rio del Oro to additional parkland dedication requirements this late in the planning process frustrates the substantial amount of work and significant amount of time that has been devoted to this project to date.

Staff has made some suggestion that an in-lieu fee would be an alternative to additional land dedication for Rio del Oro. The aggregation of acreage for the Community Recreational Center resulted in the loss of valuable commercial and office acreage. The payment of in lieu fees is inequitable in light of loss incurred from the use of commercial land for the Community Recreational Center.

3. The Proposed Increase in Population Per Household Fails to Recognize Lower Populations in Higher Density and Senior Developments.

The proposed population factors do not address the lower household population in age-restricted housing developments, nor do they address the lower household population in higher density for-sale developments. In both of these types of communities, the population per household is most likely significantly less than the household populations that are identified in the proposed ordinance. Consequently, the new factors, as proposed, are incomplete and should be expanded to include additional household types.

4. The Ordinance Should be Continued Until the City or CRPD Meets Quimby Act Requirements for a Published Schedule for Park Development.

The Quimby Act has several mandatory requirements that must be met before land dedication or in-lieu fees for park development are valid. Specifically, the Quimby Act requires the City or other local public

agency to which park land is to be dedicated to "develop a schedule specifying how, when and where it will use the land or fees, or both, to develop park or recreational facilities to serve residents of the subdivision." (See Govt. Code section 66477(a)(6).) Although we had presumed that such a schedule existed and would be available, recent discussions with CRPD have called this conclusion into question. At a recent meeting attended by both Rancho Cordova Planning Department staff and CRPD, GenCorp representatives were advised by CRPD staff that there is no final approved park master plan. During the meeting, we asked for information pertaining to a schedule of development in a variety of ways, and we were unsuccessful in identifying the schedule required by the Quimby Act. We also requested this information by e-mail from your planning staff last week, referring specifically to Government Code section 66477(a)(6). We have not received any response as of this time.

Until this schedule is presented or is made available, we respectfully request that you continue the Ordinance to ensure that this mandatory procedural requirement has been met. We are strongly committed to park and recreational funding within your City, and believe that such facilities will be among the most prominent features of the Rio del Oro and Westborough projects. We raise this issue not as a technicality to prevent the construction of first-rate park facilities. Rather, we simply ask that you ensure that all legal requirements are in place before any changes are made to your Quimby requirements. CRPD should be able to demonstrate that it is able to develop, manage and maintain both the existing park inventory as well as currently proposed parks before additional parkland is required to be dedicated.

In closing, we urge you to (1) continue the ordinance pending clarification regarding the existence of the required schedule for park development, (2) direct staff that the ordinance will not be applied to Rio del Oro and Westborough in any event, and (3) direct staff that even if the ordinance is modified in the future, the existing household population factors that have been utilized in the planning of the Rio del Oro and Westborough projects must apply to these two developments.

We will be present at the hearing to answer any questions you may have concerning this important issue.

Very truly yours,

David Hatch
Vice President, GenCorp Realty Investments

cc: Ted Gaebler, City Manager
Anna Olea-Moger, City Clerk
Adam Lindgren, City Attorney
Joe Chinn, Assistant City Manager
Martha Lofgren, Brewer Lofgren, LLP
Tim Taron, Hefner, Stark & Marois, LLP
Russell Davis, Elliott Homes