

**CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC**

Monday, February 4, 2008

4:00 p.m. – Special Meeting

5:30 p.m. – Regular Meeting

AGENDA



Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

David Sander, Council Member

MAKING YOUR POINT – MAKING IT COUNT

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

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

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

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

- Identify your main points. Writing them down will help you organize your thoughts and remember them when you're at the podium.
- Check your facts. Accuracy improves your credibility and helps you make a positive impression.
- Handouts summarizing your position may be distributed to policy makers and staff before or after your presentation. Busy leaders appreciate clear, concise information (one or two pages) that helps them identify your key points and remember your presentation.
- Don't be nervous. If you are, don't apologize for it. Public Officials see many citizens who are nervous when speaking in front of an audience. It may help to take a deep breath and exhale slowly just before you approach the podium.



- As you begin to speak, state your name and address clearly for the record. If you represent a group or organization, please state that information as well.
- Make your position known at the beginning, then present supporting information. You will sound organized, which helps people to understand your position.
- Keep your presentation short and simple. Attention spans are brief and people will remember a short presentation better than they will one that rambles and includes too much information.
- Don't repeat yourself. It uses valuable time and people tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Be cautious about using humor which is very subjective. While some may laugh, others may be offended.
- Persuade, don't badger your audience. Compelling presentations can be very persuasive to both policy makers and public meeting audiences; however, insulting or degrading language can make you appear belligerent, reducing your credibility as well as the power of your message.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'no' on this ordinance."

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

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

THANK YOU FOR PARTICIPATING!



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

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Monday, February 4, 2008

**4:00 P.M. – Study Session
American River Community Room - North**

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

AGENDA

A. STUDY SESSION - CALL TO ORDER / ROLL CALL

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

B. PUBLIC COMMENT

At a study session or special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any unagendized item.

C. STUDY SESSION ITEM

C.1. **Subject:** Community Development Block Grant (CDBG) Program.

Recommendation: Discussion only on the overview of the CDBG Program, and the schedule and funding available for the 2008-2009 CDBG Program Year.

Result of Recommended Action: Council comments and direction will allow staff to continue efforts on CDBG priorities for funding activities in the 2008-2009 program year. No formal action is required or anticipated.

Staff Report: Reed Flory, Economic Development Department

Advances Goals: 4, 8 and 10

D. ADJOURNMENT OF STUDY SESSION

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1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELECAST ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Pastor John Plastow, First Covenant Church, will give the invocation.

5. PRESENTATIONS

- 5.1. Proclamation to WEAVE Inc. Board President Denise Garland and Executive Director Beth Hassett for the organization's 30th Anniversary.
- 5.2. Presentation by Susan Patterson, Sacramento Municipal Utility District (SMUD), Board Director of Ward 2 on January 2008 storm update.
- 5.3. Presentation by Tim Murphy, GenCorp. Director of Public Affairs on Aerojet Environmental Activities update.

6. PUBLIC COMMENT

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7. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

- 7.1. **Subject:** Ordinance Establishing a Special Tax for Transit-Related Services for the BloodSource Laboratory Building.
Recommendation: Waive second reading and adopt Ordinance No. 2-2008. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will assist the City to meet the costs of providing transit-related services by establishing a special tax for transit-related services for the BloodSource Laboratory Project.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 11
- 7.2. **Subject:** Community Redevelopment Agency Resolution Approving Budget Adjustment and Redevelopment Funding Identification for Grandee Apartment Purchase.
Recommendation: Agency Board Adopt Agency Resolution No. CRA 1-2008.
Result of Recommended Action: Approval of this agency resolution will adjust the 2007/08 expenditure budget for the Redevelopment Agency reflecting previous authorization from the City Council to purchase the Grandee Apartment building.
Staff Report: Micah Runner, Economic Development Department
Advances Goals: 1, 5, 6, 7 and 10
- 7.3. **Subject:** Resolution Authorizing the City Manager to Execute a Second Amendment Contract with Willdan, Inc. for Consulting Services in the Amount of \$200,000.
Recommendation: Adopt Resolution No. 13-2008.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract No. 25- 2008 between the City of Rancho Cordova and Willdan, Inc. to increase the current contract amount from \$150,000 to \$350,000 to provide additional building plan review and inspection services support to the Building and Safety Department.
Staff Report: Tom Trimberger, Building and Safety Department
Advances Goals: 4, 6, 7 and 11
- 7.4. **Subject:** Approval of the Road Maintenance Project List for Proposition 1B Funding.
Recommendation: Council approval of the Road Maintenance Project List for submission to the California Department of Finance for claim of the FY 2007/08 Proposition 1B Local Streets and Roads Funds.
Result of Recommended Action: Approval of this road maintenance project list will allow Public Works staff to apply for the FY 2007/08 allocation of FY 2007/08 Proposition 1B funding for local streets and roads.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 2
- 7.5. **Subject:** Resolution Authorizing the City Manager to Execute a Contract with BakerCrew Consulting for Project Management to Complete the Hansen Community Development and Regulations Application for Planning and Code Enforcement Department Modules in the Amount of \$150,000.
Recommendation: Adopt Resolution No. 14-2008.
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BakerCrew Consulting to provide project management and technical services that will result in the implementation of the Hansen V7 Planning and Code Enforcement Modules.

Staff Report: Jay Hadley, Information Technology Department

Advances Goal: 11

- 7.6. **Subject:** Quarterly Treasurer's Report.

Recommendation: Receive and File Report.

Result of Recommended Action: This report is intended to provide Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.

Staff Report: Donna Silva, Finance Department

Advances Goals: 10

8. COUNCIL REPORTS

9. CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

- 9.1. **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). **(Continued from December 17th)**

Recommendation: Continue item to March 3rd.

Result of Recommended Action: Continuing this item will allow the development community to provide additional input on the updating of the City's Household Population Factors. Input from the development community might result in revisions to staff's proposal on this item.

Staff Report: Paul Junker, Planning Department

Advances Goals: 1, 4 and 8

- 9.2. **Subject:** Ross Center Pad #2, Design Review, Project No. RC-07-322, Located at 2800 Zinfandel Drive.

Recommendation: Adopt Resolution No. 12-2008.

Result of Recommended Action: Approval of this design review will allow for remodeling of the Ross Center Pad #2 building, along with landscaping and access improvements to bring the site into compliance with City standards.

Staff Report: Katja Irvin, Planning Department

Advances Goals: 1, 5 and 6

10. PUBLIC HEARING ITEMS

None

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11. REGULAR CALENDAR ITEMS

11.1 Subject: Legislative Priorities for Fiscal Year (FY) 2009.

Recommendation: The Council:

- 1) Provide direction to staff for FY 2009 appropriations requests, and a platform for discussions with legislators during the National League of Cities Congressional Conference, March 8-12, 2008; and
- 2) Receive update on City's Legislative Program and provide direction about the 2008 program.

Result of Recommended Action: The recommended actions will authorize submission of at least two requests for federal funding for projects consistent with the Council's and community's priorities, and provide topics for discussions that the Mayor and Council Members will hold with congressional representatives during the March conference in Washington, D.C. Staff will also proceed with recommended changes and actions for the City's legislative program.

Staff Report: Stephanie Snyder, City Manager's Office

Advances Goals: 1 through 13

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. 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.

15. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session

16. ADJOURNMENT

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ADDITIONAL 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	
<i>Friday, February 1, 2008</i>	<i>6:00 p.m. to 9:00 p.m. Housing for All - An Evening with Henry Cisneros</i>
<i>Saturday, February 2, 2008</i>	<i>9:00 a.m. to 3:00 p.m. Rancho Cordova Stakeholder Workshop Focused on Providing Housing Options</i>
<i>Tuesday, February 12, 2008</i>	<i>12:00 p.m. to 5:00 p.m. Work Session on 2nd Annual Economic & Fiscal Future Report</i>
<i>TUESDAY, February 19, 2008 (Due to President's Day Holiday)</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, February 26, 2008</i>	<i>5:30 p.m. Work Session on Zoning Code Update</i>
<i>Monday, March 3, 2008</i>	<i>4:00 p.m. Study Session TBD 5:30 p.m. Regular Meeting</i>
<i>Monday, March 17, 2008</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, March 25, 2008</i>	<i>5:30 p.m. Work Session on White Rock Park Pedestrian Overcrossing Presentation by CalTrans and Zoning Code Update</i>
<i>Monday, April 7, 2008</i>	MEETING CANCELLED DUE TO COUNCIL CONFERENCE TRAVEL

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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

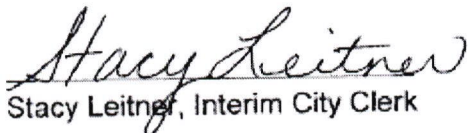
The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the play back cablecast. Tune 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, Stacy Leitner, Interim City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 4, 2008 Special and Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on January 31, 2008 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.cityofranhocordova.org.

Signed this 31st day of January 2008 at Rancho Cordova, California.


Stacy Leitner, Interim City Clerk

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Recommendation: Discussion only on the overview of the CDBG Program, and the schedule and funding available for the 2008-2009 CDBG Program Year.
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Staff Report: Reed Flory, Economic Development Department
Advances Goals: 4, 8 and 10

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

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Pastor John Plastow, First Covenant Church, will give the invocation.

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- 5.1. Proclamation to WEAVE Inc. Board President Denise Garland and Executive Director Beth Hassett for the organization's 30th Anniversary will be delayed until February 19th.
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The following Item No. 8 is being re-ordered by the Mayor to be heard before the Consent Calendar Items:

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Recommendation: Waive second reading and adopt Ordinance No. 2-2008. **(Roll Call Vote)**
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10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries
13.	Continue To Provide Regional Leadership

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

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

CITYWIDE GOALS - (Adopted March 20, 2006)	
UPCOMING MEETINGS	
<i>Friday, February 1, 2008</i>	<i>6:00 p.m. to 9:00 p.m. Housing for All - An Evening with Henry Cisneros</i>
<i>Saturday, February 2, 2008</i>	<i>9:00 a.m. to 3:00 p.m. Rancho Cordova Stakeholder Workshop Focused on Providing Housing Options</i>
<i>Tuesday, February 12, 2008</i>	<i>12:00 p.m. to 5:00 p.m. Work Session on 2nd Annual Economic & Fiscal Future Report</i>
<i>TUESDAY, February 19, 2008 (Due to President's Day Holiday)</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, February 26, 2008</i>	<i>5:30 p.m. Work Session on Zoning Code Update</i>
<i>Monday, March 3, 2008</i>	<i>4:00 p.m. Study Session TBD 5:30 p.m. Regular Meeting</i>
<i>Monday, March 17, 2008</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, March 25, 2008</i>	<i>5:30 p.m. Work Session on White Rock Park Pedestrian Overcrossing Presentation by CalTrans and Zoning Code Update</i>
<i>Monday, April 7, 2008</i>	MEETING CANCELLED DUE TO COUNCIL CONFERENCE TRAVEL

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

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.

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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, Stacy Leitner, Interim City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 4, 2008 Special and Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on January 31, 2008 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.cityofranhocordova.org.

Signed this 31st day of January 2008 at Rancho Cordova, California.


Stacy Leitner, Interim City Clerk

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MEMORANDUM



DATE: February 4, 2008

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator
Economic Development Department

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECOMMENATION

Discussion only on the overview of the CDBG Program, and the schedule and funding available for the 2008-2009 CDBG Program Year.

RESULT OF RECOMMENDED ACTION

Council comments and direction will allow staff to continue efforts on CDBG priorities for funding activities in the 2008-2009 program year. No formal action is required or anticipated.

BACKGROUND

Program Overview

The City of Rancho Cordova receives an annual allocation of CDBG funding from the U.S. Department of Housing and Urban Development (HUD). The use of CDBG funds must be attributable to a National Objective, as defined by federal regulations. The National Objectives are:

- Benefit low or moderate income persons
- Eliminate slum or blight
- Urgent need (natural disaster)

Use of Funds

Federal regulations place limits on the percentage of CDBG funds used in various activities:

- At least 70 percent of the funds must be spent on activities that benefit low/moderate income persons.
- No more than 15 percent of the funds may be spent on public services (i.e.: Meals on Wheels, counseling services).
- No more than 20 percent of the annual allocation may be used for program administration and planning.

Annual Allocation

- For the 2007-08 program year, the City received an allocation of \$702,906. The table in Attachment 1 shows the individual activities funded.
- The actual cost for the Senior Nutrition Services (Meals on Wheels) for the 2007-08 program year is \$54,990 (Includes \$44,990 from CDBG). The City was able to fully fund this program by augmenting the CDBG funds with \$10,000 of General Fund money.
- For the upcoming 2008-09 program year, the funding allocation is \$682,705, a decrease of approximately 3 percent from the previous year.

2008-2009 Funds Available		\$682,705
Proposed Uses		
Administration/Planning	20%	\$136,541
Public Services	15%	\$102,405
Code Enforcement		\$86,000*
Rental Housing		\$80,502*
Inspection		
Emergency Repair		\$100,000*
Program		
Strong Neighborhoods Initiative Incentive Program (SNIIP)		\$33,316**
Funds Available for New Activities (Public Facilities)		\$143,941

* Based on 2007-08 allocation.

**Brings total available for SNIIP to \$200,000.

CDBG Schedule for 2008-09 Program Year*

December 2007 – Meetings with City Departments

January 8, 2008 – Management Team Briefing

February 4, 2008 – City Council Study Session

January 28, 2008 - Request for Proposals available

February 5, 2008 – Technical Assistance Workshop

February 28, 2008 – Proposals Due

March 3, 2008 - Information on Proposals to City Council

February 29, 2008 – Proposal review begins

March 21, 2008 – Draft Action Plan presented at City Council Meeting

April 4 through May 5, 2008 – Public Comment Period

May 5, 2008 – Action Plan to City Council for adoption

May 7, 2008 – Action Plan submitted to HUD

May 16, 2008 – Award Letters

July 1, 2008 – Begin Program Year

* Bold items are new steps added for the 2008-09 program year.

Discussion

- Council Priorities
- Reduced Services Funding
- General Program Direction

ATTACHMENT

2007-2008 CDBG Program Overview.

Attachment 1
CDBG Program Overview

Activity/Program	Administrative Responsibility	Activity Type*	Initial Program Year Award	Carryover from 06-07	Recaptured/ Redirected ()	Re-allocated (+)	Total Funds Available
Emergency Repair Program	City	H	\$100,000				\$100,000
Rental Housing Inspection Program	City	H	\$30,502	\$50,000			\$80,502
Code Enforcement	City	H	\$86,000				\$86,000
White Rock Park Improvements	City	PF	\$179,555		(\$130,000)		\$49,555
Cordova Villa School	Sub-recipient	PF	\$0			\$130,000	\$130,000
Strong Neighborhoods Initiative Incentive (SNIIP)	City	PF	\$60,834	\$105,850			\$166,684
Clearance	City	PF	\$0	\$35,300			\$35,300
Roots and Horizons	Sub-recipient	PS	\$24,877				\$24,877
Meals on Wheels	Sub-recipient	PS	\$34,990			\$10,000	\$44,990
Respite CLUB	Sub-recipient	PS	\$8,760				\$8,760
Sacramento Self-Help Housing	Sub-recipient	PS	\$6,932				\$6,932
WEAVE	Sub-recipient	PS	\$16,875				\$16,875
Human Rights/Fair Housing	Sub-recipient	PS	\$10,000		(\$10,000)		\$0
Homeownership Counseling	City	PS	\$3,000				\$3,000
Planning and Administration	City	A	\$140,581		(\$20,000)		\$120,581
Human Rights/Fair Housing	Sub-recipient	A	\$0			\$20,000	\$20,000
							\$0
							\$0
Total Allocations for 2007-2008 Program Year:			\$702,906		Total Funds Available:		\$894,056

* A = Admin; H = Housing; PF = Public Facilities; PS = Public Services

CDBG 2007-2008
Program Year

CITY OF RANCHO CORDOVA

ORDINANCE NO. 2-2008

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE
BLOODSOURCE LABORATORY BUILDING SUBJECT TO VOTER CONFIRMATION**

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it has become clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 7 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 7.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 7 and one (1) property owners. Because the Transit-Related Services Special Tax will be imposed on property in Zone 7 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-related Services Special Tax to property owners in Zone 7 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

AGENDA ITEM 7.1

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 7 nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 7" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 7, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 7.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year.

The tax per year for the first fiscal year (July 1, 2007 through June 30, 2008) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on **Exhibit C** hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in **Exhibit C** shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Year.

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 7 for the then current fiscal year, as set forth below.

For each Land Use Category on **Exhibit C**, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County

collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and
2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California

Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 5 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on March 17, 2008 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2008.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, Interim City Clerk

Description of Property

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

A PORTION OF THE LANDS CONTAINED WITHIN THE BOUNDARY OF THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF TRACT WM. E. BRYAN 2129.33 AC. OF RANCHO RIO DE LOS AMERICANOS, FILED FOR RECORD IN BOOK 1 OF MAPS, AT PAGE 2, OFFICIAL RECORDS OF SACRAMENTO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

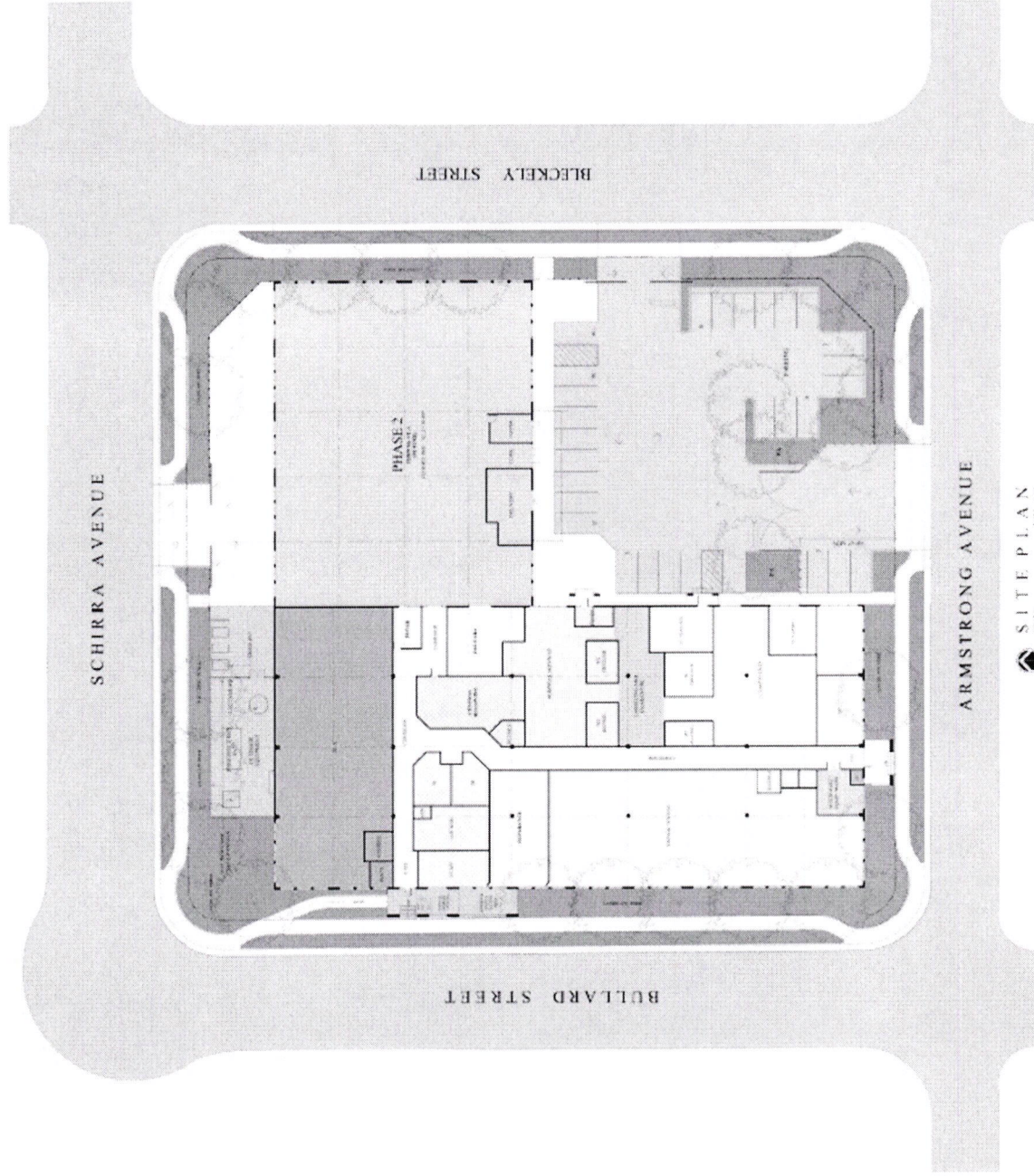
BEGINNING AT A $\frac{3}{4}$ " IRON PIPE TAGGED SACRAMENTO COUNTY PUBLIC WORKS SITUATE AT THE INTERSECTION OF THE CENTERLINES OF BULLARD STREET AND ARMSTRONG AVENUE, AS SAID MONUMENT IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 57 OF SURVEYS, AT PAGE 20 OF SAID OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING, NORTH 04 DEGREES 47 MINUTES 50 SECONDS WEST ALONG THE CENTERLINE OF BULLARD STREET A DISTANCE OF 355.0 FEET TO AN INTERSECTION WITH THE CENTER LINE OF SCHIRRA AVENUE; THENCE LEAVING SAID CENTERLINE OF BULLARD STREET AND PROCEEDING ALONG THE CENTERLINE OF SAID SCHIRRA AVENUE, NORTH 85 DEGREES 26 MINUTES 59 SECONDS EAST A DISTANCE OF 337.60 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BLECKELY STREET; THENCE LEAVING SAID CENTERLINE OF SCHIRRA AVENUE A PROCEEDING ALONG THE CENTERLINE OF SAID BLECKELY STREET, SOUTH 04 DEGREES 30 MINUTES 43 SECONDS EAST A DISTANCE OF 355.40 FEET TO AN INTERSECTION WITH THE CENTERLINE OF ARMSTRONG AVENUE; THENCE LEAVING SAID CENTERLINE OF BLECKELY STREET AND PROCEEDING ALONG THE CENTERLINE OF SAID ARMSTRONG AVENUE, SOUTH 85 DEGREES 49 MINUTES 50 SECONDS WEST A DISTANCE OF 335.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE MINERAL INTEREST AS RESERVED BY THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE AIR FORCE IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 9, 2003, IN BOOK 20000209 PAGE 755, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERAL RIGHTS IN THE HEREIN DESCRIBED PARCEL OF REAL PROPERTY AS RESERVED BY THE COUNTY OF SACRAMENTO IN THAT CERTAIN GRANT DEED DATED JANUARY 21, 2004, RECORDED JANUARY 23, 2004, IN BOOK 20040123 PAGE 2065, OFFICIAL RECORDS.

A.P.N. 067-0010-060

BLOODSOURCE LABORATORY BUILDING



SITE PLAN

HOONAN & REYES ARCHITECTS 1000 10TH STREET, SUITE 100 SAN FRANCISCO, CALIFORNIA 94103 TEL: 415.398.1234 FAX: 415.398.1235 WWW.HOONAN-REYES.COM	SIGNATURE	DATE	PROJECT	BloodSource BIOLOGICAL LABORATORY BUILDING 1000 10TH STREET, SUITE 100 SAN FRANCISCO, CALIFORNIA 94103	SITE PLAN	DATE: 10/10/2011 DRAWN BY: J. L. L. L. CHECKED BY: J. L. L. L. PROJECT NO: 1000 10TH STREET	PROJECT NO: 1000 10TH STREET
A2.1							OF

Transit-Related Services Special Tax Area – Zone 7

Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2007/2008 for Residential Land Use Categories shall be \$84.20 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$67.34 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, \$50.51 per high density residential dwelling unit or high density residential dwelling unit equivalent, (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, The amount of Tax per Parcel for fiscal year 2007/2008 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$2,158.33 per retail and service commercial acre, \$1,855.25 per commercial mixed use or office commercial acre, and \$774.64 per light industrial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM



DATE: February 4, 2008

TO: Community Redevelopment Agency of the City of Rancho Cordova

FROM: Micah Runner, Economic Development Manager

SUBJECT: BUDGET ADJUSTMENT AND REDEVELOPMENT FUNDING IDENTIFICATION FOR GRANDEE APARTMENT PURCHASE

RECOMMENDATION

It is recommended that the Agency Board adopt **Resolution CRA 1-2008** approving an adjustment to the 2007/08 expenditure budget for the Redevelopment Agency reflecting councils previous authorization to purchase the Grandee Apartment building.

RESULT OF RECOMMENDED ACTION

Approval of this Resolution amends the redevelopment budget to reflect the land purchase expenditure and relocation costs.

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.

On December 17, 2007 the Agency Board approved the execution of the Purchase and Sales Agreement for the Grandee Apartments. Approval of staff recommendation will adjust the approved redevelopment budgets to reflect the purchase of the Grandee Apartments.

FINANCIAL CONSIDERATIONS

Approval of staff recommendation will result in an increase of \$1,355,000 to the 2007/08 Redevelopment Agency expenditure budget (fund 9100) for the purchase cost and an increase of \$200,000 to the 2007/08 Redevelopment Agency Low/Mod expenditure budget (fund 9190) for the relocation costs. Until the agency begins receiving tax increment, and/or issues bond financing, the general fund loans money to the agency on an annual basis at an interest rate of 12%. This budget increase and expenditure will result in an increase to that loan balance.

ATTACHMENT

Agency Resolution No. CRA 1-2008

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. CRA 1-2008

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE APPROPRIATION OF FUNDS AND BUDGET AUTHORITY FOR THE PURCHASE OF THE GRANDEE APARTMENTS

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 to the general fund may be made from a future Redevelopment Bond issuance and/or any other appropriate redevelopment funding sources; and

WHEREAS, Agency Board approved the execution of the Purchase and Sale Agreement 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 on December 17, 2008.

NOW, THEREFORE, BE IT RESOLVED, by the Community Redevelopment Agency of the City of Rancho Cordova that it hereby:

1. Approves an increase of \$1,355,000 to the 2007/08 expenditure budget of fund 9100 Community Redevelopment Agency of the City of Rancho Cordova.
2. Approves an increase of \$200,000 too the 2007/08 expenditure budget of fund 9190 Community Redevelopment Agency of the City of Rancho Cordova Low/Mod fund.

PASSED AND ADOPTED by the Community Redevelopment Agency of the City of Rancho Cordova on the 4th day of February 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Executive Director

ATTEST:

Stacy Leitner, Interim Agency Secretary

MEMORANDUM



DATE: February 4, 2008
TO: Honorable Mayor and Council Members
FROM: Tom Trimberger, Chief Building Official
SUBJECT: **WILLDAN, INC. CONTRACT AMENDMENT**

RECOMMENDATION

Adopt Resolution No. 13-2008.

RESULT OF RECOMMENDED ACTION

Approval would authorize the City Manager to execute the second amendment with Willdan, Inc. (Contact No 25-2008) to increase the current limit from \$150,000 to \$350,000.

BACKGROUND

To provide building plan review and inspection services support for the Building and Safety Department. Willdan has provided plan review and on-call technical support to the City since 2005. This contract will allow services to continue.

ATTACHMENT

Resolution No. 13-2008 included (Exhibit A) Contract number 25-2008, Agreement between Willdan, Inc. and The City of Rancho Cordova.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 13-2008

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH WILLDAN, INC. TO PROVIDE BUILDING PLAN REVIEW AND INSPECTION SERVICES SUPPORT FOR THE BUILDING AND SAFETY DEPARTMENT

WHEREAS, on July 1, 2005, the City of Rancho Cordova executed a contract (Contract No. CM 30-2005) with Willdan, Inc. in the amount of \$50,000 to provide building plan review and inspection services support for the Building and Safety Department;

WHEREAS, on June 4, 2007, the City executed an amended contract (Contract number 30-2005-01) in the amount of \$150,000 due to a revised cost estimate to provide building plan review and inspection services support for the Building and Safety Department;

WHEREAS, the City has received an additional cost estimate to continue these services which would exceed the existing contract maximum;

WHEREAS, the City wishes to extend the contracted amount to \$350,000;

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract amendment with Willdan, Inc. attached as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, Interim City Clerk

**SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND WILLDAN INC.**

This Second Amendment to the Agreement for Consultant Services ("Second Amendment") is made by and between the City of Rancho Cordova ("City") and Willdan ("Consultant") as of December 7, 2007.

RECITALS

WHEREAS, the parties have previously entered into a consultant services agreement ("CSA") dated July 1, 2005 Consultant shall provide to the City the services described in the Scope of Work attached as Exhibit A of the original contract; and

WHEREAS, the parties agree that changes to the Basic Services and Consultant Compensation provided for in the CSA (as those items are defined in the CSA) are necessary in order to reflect the need for the following addition consulting services listed in Appendix A.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Section 2 of the CSA, "Compensation". This amount shall now be amended to read as "Three Hundred Fifty Thousand Dollars (\$350,000). All other terms and conditions in Section 2 shall remain in full force effect.
2. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute this as one complete Amendment.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Willdan, Inc.

Date: _____

Date: _____

Attest:

Stacy Leitner, Acting City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

MEMORANDUM



DATE: February 4, 2008
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: **APPROVE THE ROAD MAINTENANCE PROJECT LIST FOR PROPOSITION 1B FUNDING**

RECOMMENDATION

Approve the road maintenance project list for submission to the California Department of Finance for claim of FY 07-08 Proposition 1B Local Streets and Roads funds.

RESULT OF RECOMMENDED ACTION

Approval of this road maintenance project list will allow Public Works staff to apply for the FY 07-08 allocation of FY 07-08 Proposition 1B funding for local streets and roads.

BACKGROUND

Proposition 1B includes \$2 billion for cities and counties to fund the maintenance and improvement of local streets and roads. The 2007 State budget includes an allocation of \$950 million in Prop 1B funding. The Rancho Cordova share is \$949,876 for FY 07/08. Proposition 1B claim forms were made available on January 15, 2008 by the California Department of Finance.

The Department of Finance requires that the Council approve the list of projects submitted for FY 07-08 Proposition 1B funding.

The attached list of projects are included in the approved 5-year Capital Improvement Program for the Department of Public Works. The recommended maintenance includes asphalt overlay to enhance the pavement life and increase driving comfort and safety.

FISCAL IMPACT

The fiscal impact of adoption of this road maintenance project list will be the ability for Public Works staff to claim \$949,876 in FY 07/08 Proposition 1B local streets and roads funds.

ATTACHMENT

Proposition 1B Road Maintenance List

**PROPOSTION 1B ROAD MAINTENANCE PROJECT LIST
FY 07/08 Funding**

The following project list, from the approved 5-year Capital Improvement Program for the Department of Public Works will be submitted to the California Department of Finance for claim of FY 07/08 allocation of Proposition 1B Local Streets and Roads (LSR) Funding, totaling \$949,876. The remainder of funding will come from local transportation funds.

The recommended rehabilitation includes asphalt overlay to enhance the pavement life and increase driving comfort and safety.

Street Name	Road Type	Type of Repair	Construction Cost
Coloma Rd, Folsom Bl to McGregor Dr.	Arterial	OL	\$3,000,000
Mather Field Rd, Peter McCuen Bl to Folsom Bl	Arterial	BR	\$150,000
Rockingham Dr, Old Placerville Rd to Mather Field Rd.	Arterial	BR	\$350,000
Coloma Rd, McGregor Dr to Sunrise Bl	Arterial	OL	\$2,400,000
McGregor Dr, Coloma Rd to Ambassador Dr.	Collector	OL	\$550,000
Mills Station Rd, Mather Field Rd to White Rock Rd.	Collector	OL	\$400,000
White Rock Rd, Mills Station Rd to Mills Park Dr.	Collector	OL	\$820,000
TOTAL			\$7,670,000

Type of Repair Key

OL - Overlay

BR - Base Repair

MEMORANDUM



DATE: February 4, 2008
TO: Honorable Mayor Budge and Council Members
FROM: Jay Hadley, IT Manager
SUBJECT: PM SERVICES FOR CDR PLANNING AND CODE ENFORCEMENT HANSEN IMPLEMENTATION

RECOMMENDATION

Adopt Resolution No. 14-2008.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract No. 27-2008 between the City of Rancho Cordova and BakerCrew Consulting to provide project management and technical services that will result in the implementation of the Hansen V7 Planning and Code Enforcement Modules.

BACKGROUND

Sandy Baker has worked with City Staff on previous module implementations of Hansen software and has been a great asset to the City. Sandy's knowledge and background give the City a Project Manager that will deliver a fully functioning software package to assist in the tracking and processing of developmental needs in the planning department. This is essential in us delivering a system that meets the needs of staff to deliver the best services we can.

Sandy will also assist in the technical side of this process with her Database Administration Skills creating a tightly integrated system. Sandy will work with our vendor (Infor) and coordinate subject matter experts from the city to work with configuration specialists from Infor. Sandy will also be assisting in Business Analysis and help in defining processes that can be automated.

ATTACHMENT

Resolution No. 14-2008 including (Exhibit A) Contract No. 27-2008 Agreement between the City of Rancho Cordova and BakerCrew, Inc.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 14-2008

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH BAKERCREW CONSULTING TO PROVIDE PROJECT
MANAGEMENT SERVICES FOR CDR PLANNING AND CODE ENFORCEMENT
HANSEN IMPLEMENTATION**

WHEREAS, the City of Rancho Cordova wishes to contract with BakerCrew Consulting (Sandy Baker) for Project Management to Complete the Hansen Community Development and Regulations Application for Planning and Code Enforcement Department Modules in the amount of \$150,000.

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

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract with BakerCrew Consulting, attached as **Attachment A**.

PASSED AND ADOPTED by the City Council of on the 4th day of February, 2008 by the following vote:

AYES: Cooley, Skoglund, McGarvey, Sander and Mayor Budge

NOES: None

ABSENT: None

ABSTAIN: None

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
BakerCrew, Inc.

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and BakerCrew Consulting ("Consultant") as of February 1, 2008

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 February 28, 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 \$150,000, 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 (\$). 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 certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

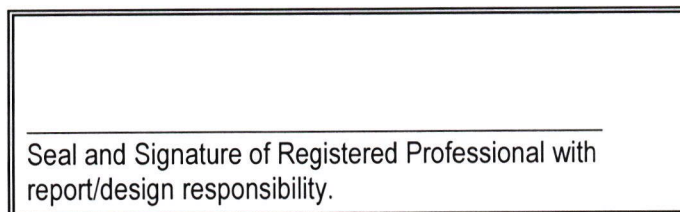
may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Jay Hadley ("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:
Sandy Baker
5422 Plantain Circle
Orangevale, CA 95662

Any written notice to City shall be sent to:
Jay Hadley
2729 Prospect Park Dr.
Rancho Cordova, CA 95670

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 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

CONSULTANT

Ted A. Gaebler, City Manager

Sandy Baker

Date: _____

Date: _____

Attest:

Stacy Leitner, Interim City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1.0 . Project Information

The City of Rancho Cordova has purchased Hansen's CDR suite to meet its community development and regulation needs. While the city has as an overall goal of implementing all of the modules within the Hansen CDR suite (Planning, Permitting, Licensing and Code Enforcement). The goal in this phase of the project is to implement the Planning and Code Enforcement modules.

Infor (formerly known as "Hansen Information Technologies") is supplying the professional services for the Planning and Code Enforcement implementation. A project team has been designated and committed to Rancho Cordova by Infor. This team consists of a Project Manager, Business Analyst, Configuration Specialist(s), and a Technical Lead. Rancho Cordova plans to supplement this team with Subject Mater Experts (SME) for the Planning and Code Enforcement Department, a resource from the IT Department, and a Project Manager.

BakerCrew Consulting (BCC) has been asked to supply a proposed statement of work for performing the role of City Project Manager for the Planning Hansen V7 implementation. The following is that statement of work.

1.1 Project Goals

The intended goals for the immediate project that this proposal is base on are:

- Implement the Planning and Code Enforcement processes in Hansen's CDR planning template

2.0 Statement of Work – City Project Manager

The following are the specific deliverables and tasks the City Project Manager will perform. BCC will assign Sandra Baker as the Project Manager for the duration of this contract.

2.1 Project Manager Tasks

Based on BCC's understanding of the current goals of the Planning and Code Enforcement Hansen V7 implementation, the City Project Manager would need to perform the following functions:

2.1.1 Oversight

The Project Manger will perform the following oversight functions on behalf of the city:

- Organize bimonthly meetings to update the Project Administrator and Steering Committee on the project status
- Create the master project plan and time line, integrating both city responsibilities and Infor's project milestones
- Manage the Infor contract/Statement of Work, keeping the project on schedule
- Coordinate the cities project team resources.

- Prepare and submit purchase requisitions, if required
- Participate in daily project activities
- Schedule and coordinate project tasks
- Manage scope changes
- Track and manage progress on project tasks
- Track and manage all project issues
- Provide written project status reports
- Develop staff training plans
- Develop a roll out/migration plan
- Work together with Infor's project manager in overseeing the standard phases of a Hansen V7 implementation, making sure that the cities requirements are met for each phase. The following are Hansen's standard phases:
 - Software Installation
 - Software Training
 - Business Analysis
 - System Design/Configuration
 - Interface Development
 - Conversion Development
 - End User Testing
 - End User Training
 - Migration to Production
 - Post Go-Live Support

2.1.2 Business Analysis

The Project Manager will perform the following business analysis tasks on behalf of the city.

(Note: Every attempt will be made to use any business analysis that has already been performed. This information will be assessed and integrated into the current analysis wherever possible.)

- Perform a complete analysis for business processes in the Planning and Code Enforcement Departments
- Document the processing steps including the conditions, fees, reviews, inspections and data requirements.
- Perform a walkthrough of the business analysis document for approval. (Note: This document will be the baseline for system design and configuration.)

2.2 Project Manager Deliverables

Based on the tasks performed, City Project Manager will produce the following deliverables:

2.2.1 Master Project Plan

The City Project Manager will create the master project plan and time line, integrating both city responsibilities and Infor's project milestones.

2.2.2 Business Analysis Document

The City Project Manager will produce a business analysis document. This document will include the business work flow for the Planning and Code Enforcement Department, including the business requirements and rules for each process flow.

2.2.3 Overall Migration Plan

The City Project Manager will produce an overall migration plan that includes every step required for migration of the Planning and Code Enforcement module to production. This plan will be developed throughout the implementation process and finalized prior to End User Testing. Each required step in the plan will be assigned to a resource, have an estimated duration, and a scheduled start date/time.

2.2.4 Issues Log

The City Project Manager will produce an issues log and manage the resolution of these issues throughout the implementation. This log will consist of an issue number for tracking, the description of the issue, a priority code, assignment, and status. This issues log will be managed, updated, and published each week.

2.2.5 Project Status Report

The City Project Manager will produce a weekly status report. This report will be a high level of the week's completed tasks, next week's planned tasks, current issues/roadblocks, and updated project plan.

2.2.6 Staff Training Plan

The City Project Manager will produce a training plan for each member of the Planning and Code Enforcement Departments using the Hansen software. This plan will include dates, times, and specific training topics.

3.0 Period of Performance

The aforementioned work will be accomplished beginning February 6, 2008 and ending February 6, 2009.

EXHIBIT B

COMPENSATION SCHEDULE

Costs and Invoicing

4.1 Costs

BCC's rate for performing the above tasks and deliverables is \$115.00 per hour. It is anticipated that the immediate project may require a full time commitment from the Project Manager from the start of the project through the implementation on or before March 1, 2009. BCC understands that the number of hours may increase or decrease depending on the needs of the project.

4.2 Invoicing

BCC will submit invoices once a month for the previous months work. The invoice will include a weekly timesheet that indicates the work performed for each hour billed. BCC will invoice in the format required by the City of Rancho Cordova. Invoices are payable within 20 days of receipt.

MEMORANDUM



DATE: February 4, 2008
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: TREASURER'S REPORT – QUARTER ENDING DECEMBER 31, 2007

RECOMMENDATION

This report is informational only. It is recommended that the report is received and filed.

RESULT OF RECOMMENDED ACTION

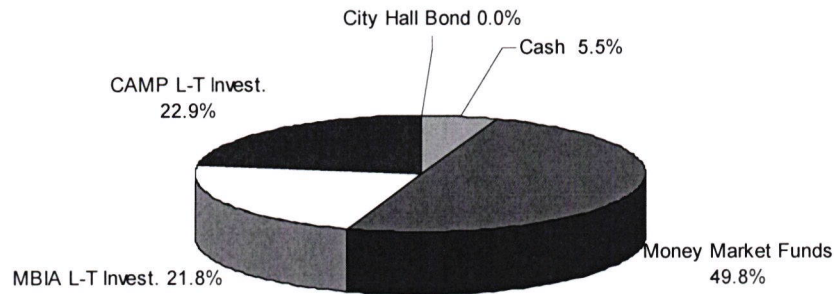
This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

BACKGROUND

Attached is the quarterly Treasurer's report for the quarter ending December 31, 2007. Treasurer's reports are provided to Council on a quarterly basis.

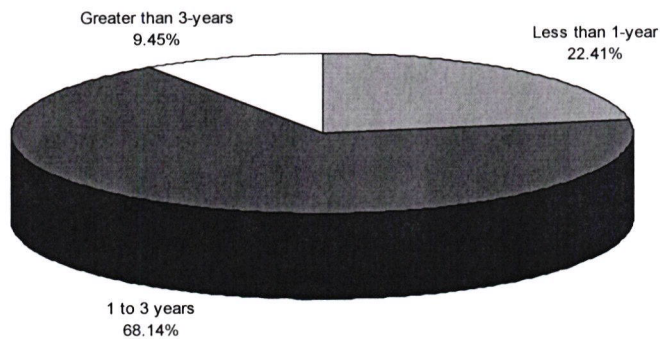
At September 30, 2007 the City's total portfolio was \$78.7 million. Since that time, the balances have decreased by \$8.7 million for an ending balance of \$69.9 million at December 31, 2007. Of that, the General Fund Cash and Investments balance was \$14.62 million. Cash and short-term investments decreased by \$10.9 million while long-term investments were increased by \$2.28 million. The overall portfolio is well diversified with \$31.9 million invested in long-term investments. \$34.8 million is invested in short-term investments that are considered liquid (CAMP and LAIF). The remainder consists of \$3.8 million on deposit with our bank and \$5,476 invested in a City of Rancho Cordova City Hall bond. Staff, in conjunction with our Financial Advisors, periodically reviews the mix of liquid and long term investments and adjusts according to the market conditions and our short term cash needs. At December 31st, interest rates at LAIF and CAMP had fallen to 4.96% and 4.82%, respectively.

The decline in cash and investments balances as noted in the above paragraph is typical for this time of the year. Because our first installment of property taxes isn't received until the end of January, and the previous significant property tax payment was last spring, it is normal to experience a dip in cash and investments this time of year. Additionally, we are experiencing a period of declining interest rates, resulting in lower levels of investment income. Please see the charts below for a pictorial view of the diversity in our cash and investment holdings.



Analysis of the long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1-year	\$ 6,995,000	\$ 7,014,668	22.41%
1 to 3 years	20,850,000	21,330,637	68.14%
Greater than 3-years	2,855,000	2,959,623	9.45%
	<u>\$ 30,700,000</u>	<u>\$ 31,304,928</u>	100.00%



ATTACHMENT

Treasurer's Report for September 30, 2007

CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
December 31, 2007

	Par Value	Current Value	Maturity Date
Cash and Cash Equivalents			
Wells Fargo Bank	3,614,608	3,614,608	n.a.
U.S. Bank Checking - old system	225,033	225,033	n.a.
	<u>3,839,642</u>	<u>3,839,642</u>	
Money Market Funds			
Wells Fargo Adv Treasury Plus MMF (MBIA)	1,172,108	1,172,108	n.a.
Sub-total	<u>1,172,108</u>	<u>1,172,108</u>	
Money Market Funds			
Local Agency Investment Fund (LAIF)	17,932,702	17,932,702	n.a.
California Asset Management Program (CAMP)	15,713,527	15,713,527	n.a.
Sub-total	<u>33,646,229</u>	<u>33,646,229</u>	
Long-Term Investments - MBIA:			
Federal Home Loan Note	500,000	500,155	2/6/2008
U.S. Treasury Note	500,000	501,680	3/31/2008
Fannie Mae Note	1,000,000	993,440	5/19/2008
Farm Credit Note	500,000	497,345	7/15/2008
U.S. Treasury Note	1,000,000	1,008,750	8/31/2008
U.S. Treasury Note	750,000	759,203	11/30/2008
U.S. Treasury Note	500,000	507,540	2/15/2009
Federal Home Loan Note	500,000	511,250	6/19/2009
Farm Credit Note	500,000	503,750	7/17/2009
Federal Home Loan Note	750,000	768,750	9/11/2009
U.S. Treasury Note	750,000	756,623	11/15/2009
Federal Home Loan Note	500,000	513,595	12/11/2009
Fannie Mae Note	500,000	503,280	2/15/2010
Federal Home Loan Note	500,000	519,065	6/11/2010
Freddie Mac Note	750,000	776,153	9/1/2010
Federal Home Loan Note	750,000	772,733	12/10/2010
Farm Credit Note	500,000	518,125	2/18/2011
Fannie Mae Note	750,000	783,750	4/15/2011
Freddie Mac Note	750,000	754,860	10/6/2011
Farm Credit Note	750,000	765,938	12/8/2011
Farm Credit Note	500,000	519,065	4/12/2012
Federal Home Loan Note	1,000,000	1,034,690	10/5/2012
Farm Credit Note	500,000	511,720	10/17/2012
Sub-total	<u>15,000,000</u>	<u>15,281,458</u>	

CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT (con't)
December 31, 2007

Long-Term Investments -CAMP:

Federal Home Loan Reference Notes	500,000	500,000	2/21/2008
U.S. Treasury Note	300,000	300,352	5/15/2008
Fannie Mae Notes (Callable)	700,000	697,594	9/15/2008
U.S. Treasury Note	495,000	500,994	10/31/2008
Federal Home Loan Global Notes	750,000	755,156	11/21/2008
Fannie Mae Notes (Callable)	750,000	753,750	3/9/2009
Fannie Mae Global Benchmark Notes	750,000	760,078	4/15/2009
Federal Home Loan Global Notes	500,000	509,219	6/11/2009
U.S. Treasury Note	750,000	770,742	8/15/2009
U.S. Treasury Note	500,000	513,828	8/15/2009
FFCB Notes	250,000	253,281	9/28/2009
U.S. Treasury Note	500,000	503,086	10/15/2009
U.S. Treasury Note	500,000	514,414	11/15/2009
Federal Home Loan Global Notes	500,000	505,000	11/30/2009
Federal Home Loan Notes (Callable)	500,000	500,000	1/22/2010
Federal Home Loan Tap Notes	500,000	514,844	3/12/2010
Fannie Mae Notes (Callable)	1,000,000	1,003,125	3/26/2010
Fannie Mae Global Benchmark Notes	500,000	506,406	5/15/2010
Federal Home Loan Notes (Callable)	500,000	506,406	7/9/2010
Fannie Mae Global Benchmark Notes	500,000	507,813	8/15/2010
U.S. Treasury Note	600,000	619,172	10/15/2010
U.S. Treasury Note	1,000,000	1,037,188	12/15/2010
Fannie Mae Global Benchmark Notes	500,000	522,500	4/15/2011
Federal Home Loan Global Reference Notes	1,000,000	1,050,938	7/18/2011
U.S. Treasury Note	500,000	523,438	8/31/2011
Fannie Mae Global Notes	500,000	519,531	5/18/2012
FFCB Notes	350,000	369,141	8/1/2012
	<u>15,695,000</u>	<u>16,017,994</u>	

Long-Term Investments - Brandis Tallman LLC

City Hall COP Bond	5,000	5,476	2/1/2035
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Total Portfolio	<u>\$ 69,357,979</u>	<u>\$ 69,962,906</u>
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- all data is per December 2007 statements of account
- the portfolio is in compliance with the current Investment Portfolio of the City of Rancho Cordova
- based on the value and liquidity of the portfolio, the City of Rancho Cordova is able to meet our expenditure requirements for the next six months

MEMORANDUM



DATE: February 4, 2008

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 TO THE HOUSEHOLD POPULATION FACTORS FOR PURPOSES OF CALCULATING PARK DEDICATION REQUIREMENTS, AS PROVIDED IN GOVERNMENT CODE § 66477 (QUIMBY FEE)**

RECOMMENDATION

Continue item to March 3rd.

RESULT OF RECOMMENDED ACTION

Continuing this item will allow the development community to provide additional input on the updating of the City's Household Population Factors. Input from the development community might result in revisions to staff's proposal on this item.

MEMORANDUM



DATE: February 4, 2008
TO: Honorable Mayor and Council Members
FROM: Katja Irvin, Assistant Planner
SUBJECT: **ROSS CENTER PAD #2 DESIGN REVIEW**

PROPERTY OWNER: Folsom Zinfandel Partners, LLC Allen J. Lynch, President 1448 15 th Street, Suite 100 Santa Monica, CA 90404	APPLICANT/DEVELOPER: Nadel Retail Architects, LLP Jim Connelly 3080 Bristol Street, Suite 500 Costa Mesa, CA 92626
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PROJECT:	Ross Center Pad #2 Design Review
FILE:	RC-07-322
LOCATION:	2800 Zinfandel Drive
APN:	072-0330-003
PLANNER:	Katja Irvin, Assistant Planner

RECOMMENDATION

City Council find the project categorically exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act and adopt **Resolution No. 12-2008** approving the Design Review for Ross Center Pad #2, Project No. RC-07-322, subject to the findings, evidence, Design Package (Exhibit A), and Conditions of Approval (Exhibit B).

RESULT OF RECOMMENDED ACTION

Approval of this Design Review will allow the Ross Center Pad #2 building to be remodeled along with landscaping and access improvements to bring the site into compliance with City standards.

BACKGROUND

The applicant is requesting Design Review approval for a façade remodel and minor site improvements for an existing 6,914 sq. ft. retail building with four (4) tenants. The proposed remodel will replace wood siding with cement plaster and add raised parapet walls and columns with stone veneer details, as well as repainting with a new color scheme. In addition, minor landscape improvements are proposed for the 0.66 acre parcel, which makes up a portion of the 8.5 acre Ross Center on Zinfandel Dr. between Olson Dr. and Folsom Blvd. The project location is shown in Figure 1.



Figure 1. Site Location

Resolution No. 12-2008 enumerates the required findings and evidence showing 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, see **Attachment 2, Checklist for Industrial Projects**.

The façade remodel will improve the building's architectural interest through use of differentiated structural elements, materials and paint colors. Site improvements include new landscaping, bicycle and auto parking, and pedestrian accessibility improvements. An enhanced area for bicycle parking and a pedestrian connection to the sidewalk will be added. In addition, landscaping and the adjacent sidewalk along Zinfandel Drive will be brought up to City standards. The building upgrade will be a significant improvement to the streetscape along Zinfandel Drive (current conditions are shown in Figure 2). The existing tenants will continue to occupy their current tenant spaces and remain open for business throughout the renovation process.



Figure 2. Existing Conditions from Zinfandel

PLANNING COMMISSION DISCUSSION

The Planning Commission raised two main issues during the public hearing on this project on January 10, 2008. Commissioners felt the monument sign related to the building should be redesigned to match the new architecture, and the trash enclosure should be better screened and protected from graffiti and vandalism. As a result of these comments, the Conditions of Approval have been modified as follows:

- Condition #8 requires the building permit submittal to show the trash enclosure will be painted to match the building brick color and a graffiti-resistant coating will be applied.
- Condition #8 also requires the applicant to obtain a sign permit for the re-designed monument sign before building permits are issued.
- Condition #9 requires that the Landscape Plan show vines or other screening landscaping adjacent to the trash enclosure.

CONCLUSION

The façade and landscaping improvements proposed for Ross Center Pad #2 will enhance Downtown Rancho Cordova and improve the pedestrian experience along this block of Zinfandel Drive, which connects to the Zinfandel Transit Station. Updated façade details using quality materials along with landscaping and site improvements will do much to enhance the form and function of this existing pad building. The proposed improvements will help to encourage further transition, redevelopment, and improved urban form in the area. The project meets the intent of the City's Design Guidelines for commercial projects. Therefore, the Planning Commission has recommended the City Council approve **Resolution No. 12-2008**.

ATTACHMENTS

1. Resolution No. 12-2008 including Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Rancho Cordova Design Guidelines Checklist for Industrial Projects
3. Minutes of January 10, 2008 Meeting of the Planning Commission
4. 500' Radius Map and Mailing List

CITY OF RANCHO CORDOVA

RESOLUTION NO. 12-2008

A RESOLUTION OF THE CITY COUNCIL
APPROVING DESIGN REVIEW FOR ROSS CENTER PAD 2
PROJECT # RC-07-322

WHEREAS, Nadel Retail Architects, LLP filed an application with the City of Rancho Cordova for Design Review for a façade remodel and minor site improvements (hereinafter referred to as Project) at 2800 Zinfandel Drive (Assessor's Parcel Number 072-0330-003); and

WHEREAS, the Planning Commission on the 10th day of January, 2008 reviewed and recommended approval to the City Council; and

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

WHEREAS, the project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines; 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 Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines. "Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. ... The key consideration is whether the project involves negligible or no expansion of an existing use. Examples of this exemption include but are not limited to: (a) Interior or exterior alterations ..."

Evidence

The proposed project would remodel the exterior of an existing 6,914 square foot building currently used for retail sales and food service. No expansion of use would occur as a result of the proposed project. As the proposed project consists of exterior modifications with no change or expansion of use, the project qualifies for categorical exemption under CEQA Guidelines Section 15301.

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

ATTACHMENT 1

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 in the General Plan Downtown Planning Area, envisioned as a vibrant place to live, work, play, and shop. The project will upgrade Zinfandel Drive, the main north-south connector through Downtown, which is particularly in need of improved landscaping. The proposed facade updates, as well as new trees and shrubs, will significantly improve the pedestrian experience along this block.

The proposed project is also within the Folsom Boulevard Specific Plan Zinfandel Pulse Point, which is envisioned as a town center that connects civic and residential uses with an intimate pedestrian-friendly street network. The proposed project will continue the upgrades happening in the Downtown, and encourage further progress towards development of a town center.

The project is in the Commercial Mixed-Use (CMU) zone as designated on the City Zoning Map. Commercial retail and service uses are permitted by right in the CMU zone. The project will comply with development standards for landscape buffers and bicycle parking.

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

New landscaping will enhance the streetscape and screen and shade the parking lot. New arcaded areas with special paving will enhance the architecture and provide significant image improvements at this prominent location adjacent to the Zinfandel Transit Station.

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

Design elements are similar to those used on the nearby Chipotle building, such as stone-clad columns, awnings, and raised parapets. New arcades elements will accent two corners of the structure, and shaped cornices with varying parapet heights will be applied to all four sides of the building, breaking up the roofline silhouette. New fabric awnings and Angelus block details will add distinction to the facade. The trash enclosure will be painted to match the new building design and will be screened with new plantings.

d) Finding

The proposed project will not create conflicts with vehicular, bicycle, or pedestrian

transportation modes of circulation.

Evidence

The project includes a new pedestrian connection to the public sidewalk. In addition, enhanced paving will be used to differentiate the special arcade areas and the bicycle parking area. The new arcade elements and awnings will enhance the existing 6' roof overhang, providing additional weather protection for the pathway around the building. Windows are clear glass and provide plenty of light transmission, allowing views into and out of the building on all four sides, and thus creating a feeling of safety and enhancing the pedestrian experience of the site.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2008 by the following vote:

AYES:

NOES:

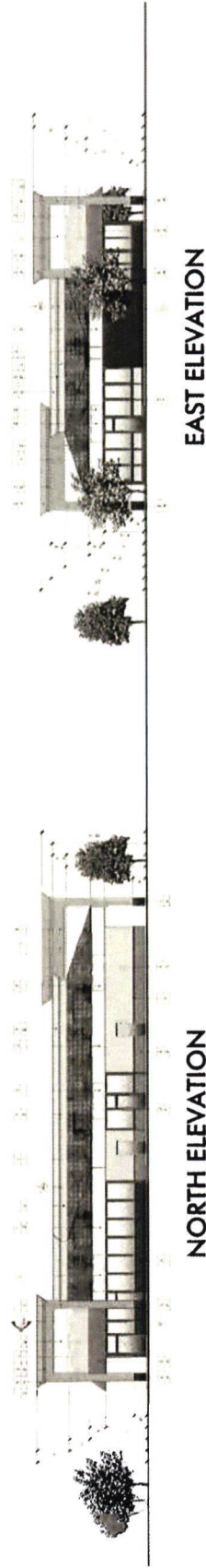
ABSENT:

ABSTAIN:

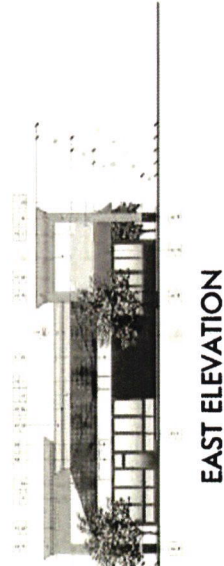
Linda Budge, Mayor

ATTEST:

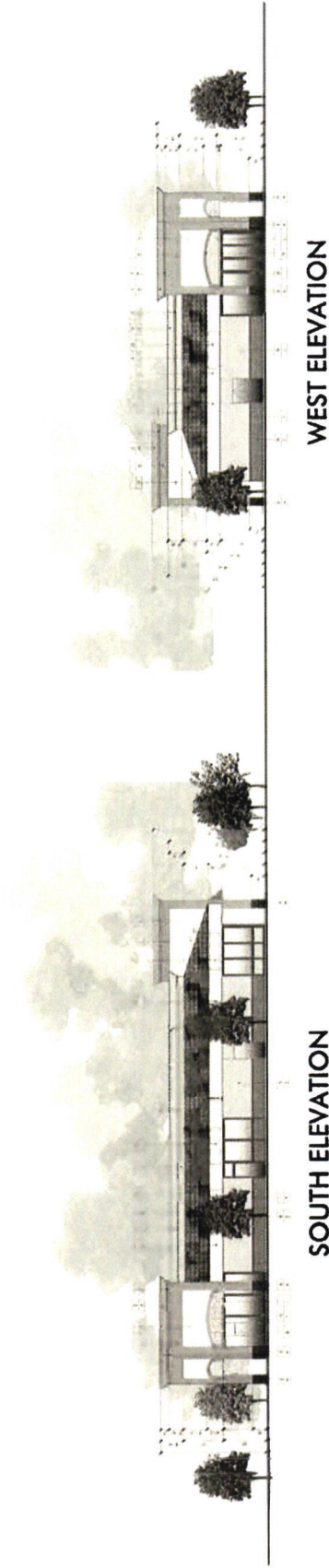
Stacy Leitner, Interim City Clerk



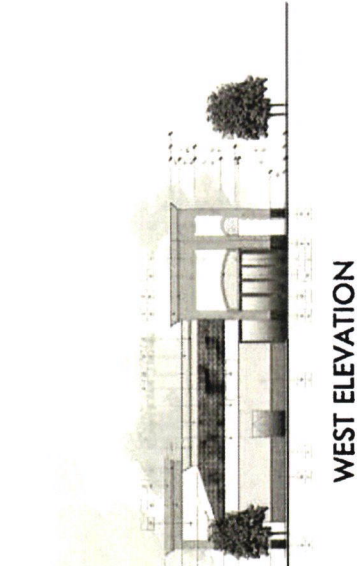
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

FINISH SCHEDULE

NO.	DESCRIPTION
1	EXTERIOR WALLS
2	EXTERIOR ROOFING
3	EXTERIOR FLOORING
4	EXTERIOR CEILING
5	EXTERIOR PAINT
6	EXTERIOR LIGHTING
7	EXTERIOR VENTILATION
8	EXTERIOR SECURITY
9	EXTERIOR LANDSCAPING
10	EXTERIOR FURNITURE
11	EXTERIOR SIGNAGE
12	EXTERIOR ACCESSORIES
13	EXTERIOR UTILITIES
14	EXTERIOR MAINTENANCE
15	EXTERIOR REPAIRS
16	EXTERIOR DEMOLITION
17	EXTERIOR CONSTRUCTION
18	EXTERIOR FINISHES
19	EXTERIOR HARDWARE
20	EXTERIOR FINISHES
21	EXTERIOR HARDWARE
22	EXTERIOR FINISHES
23	EXTERIOR HARDWARE
24	EXTERIOR FINISHES
25	EXTERIOR HARDWARE
26	EXTERIOR FINISHES
27	EXTERIOR HARDWARE
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42	EXTERIOR FINISHES
43	EXTERIOR HARDWARE
44	EXTERIOR FINISHES
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48	EXTERIOR FINISHES
49	EXTERIOR HARDWARE
50	EXTERIOR FINISHES

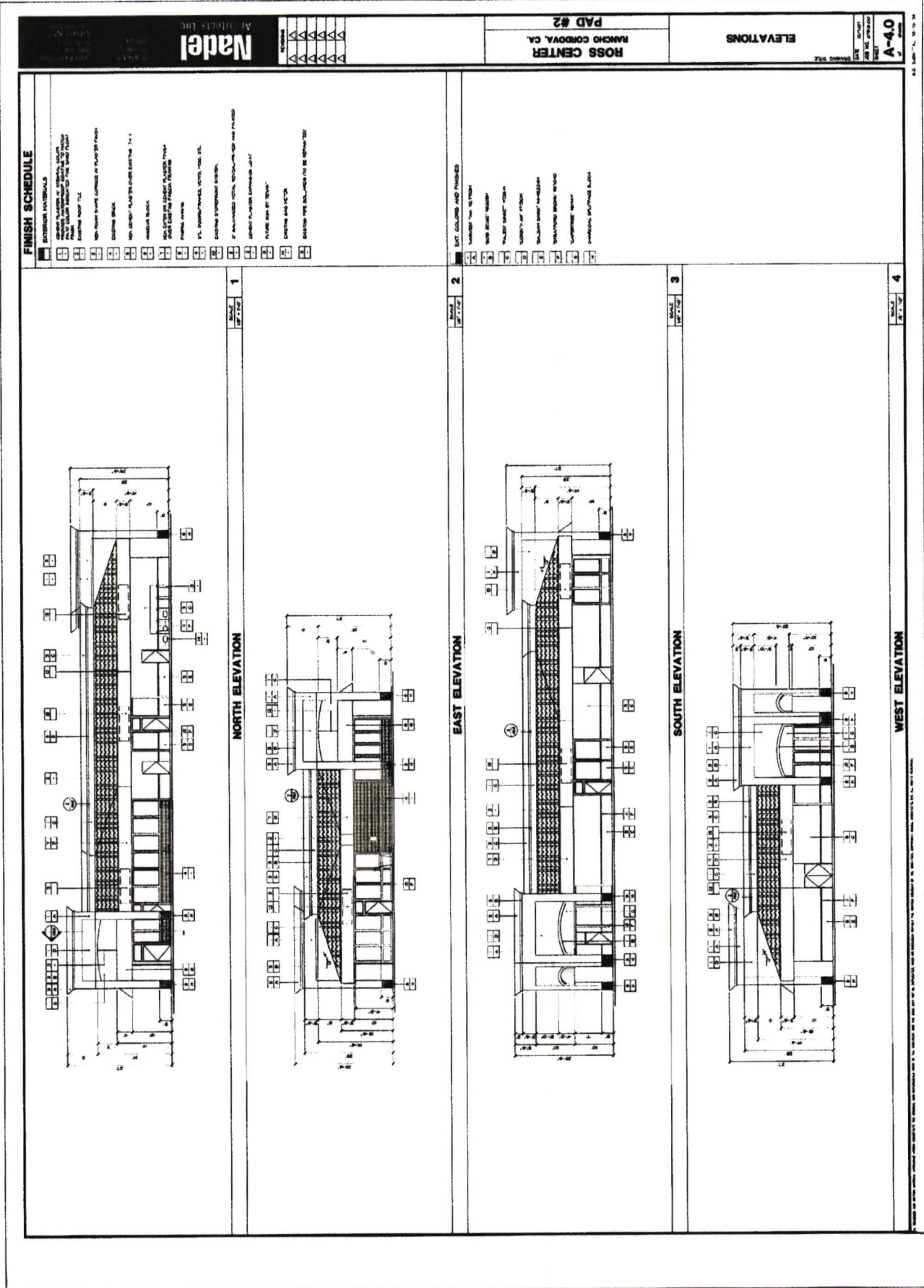
COLOR ELEVATIONS

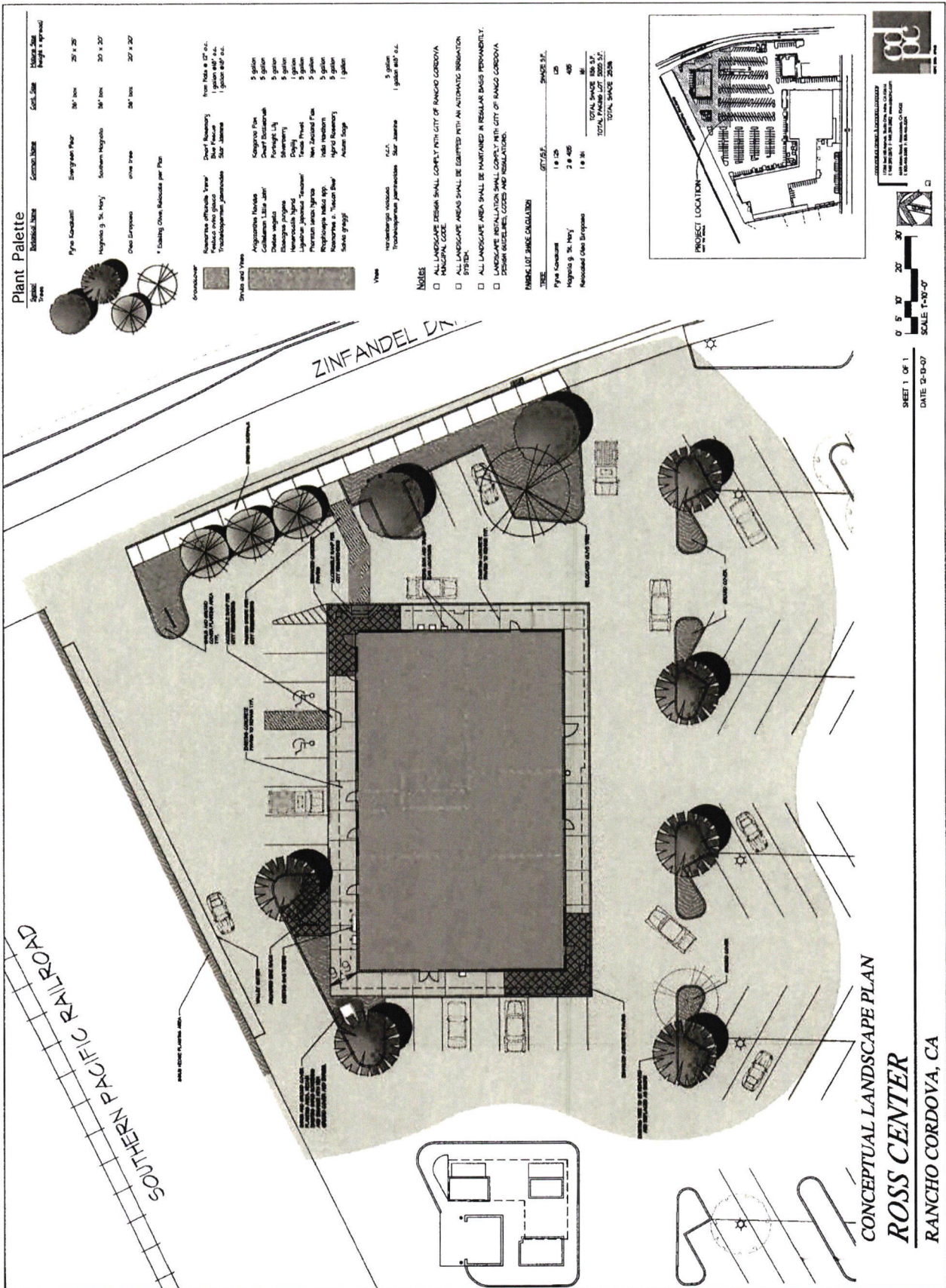
ROSS CENTER - PAD #2
RANCHO CORDOVA, CALIFORNIA

DATE: JULY 20, 2007
DRAWN BY: JLM

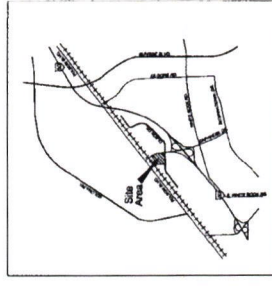
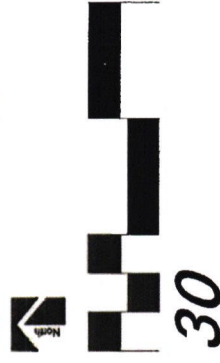
MADELL RETAIL ARCHITECTS, LLP
3000 BOSTON ST. SUITE 500
SAN ANTONIO, TEXAS 78201
TEL: 214-540-5000 FAX: 214-540-5010
WWW.MADELLARCH.COM



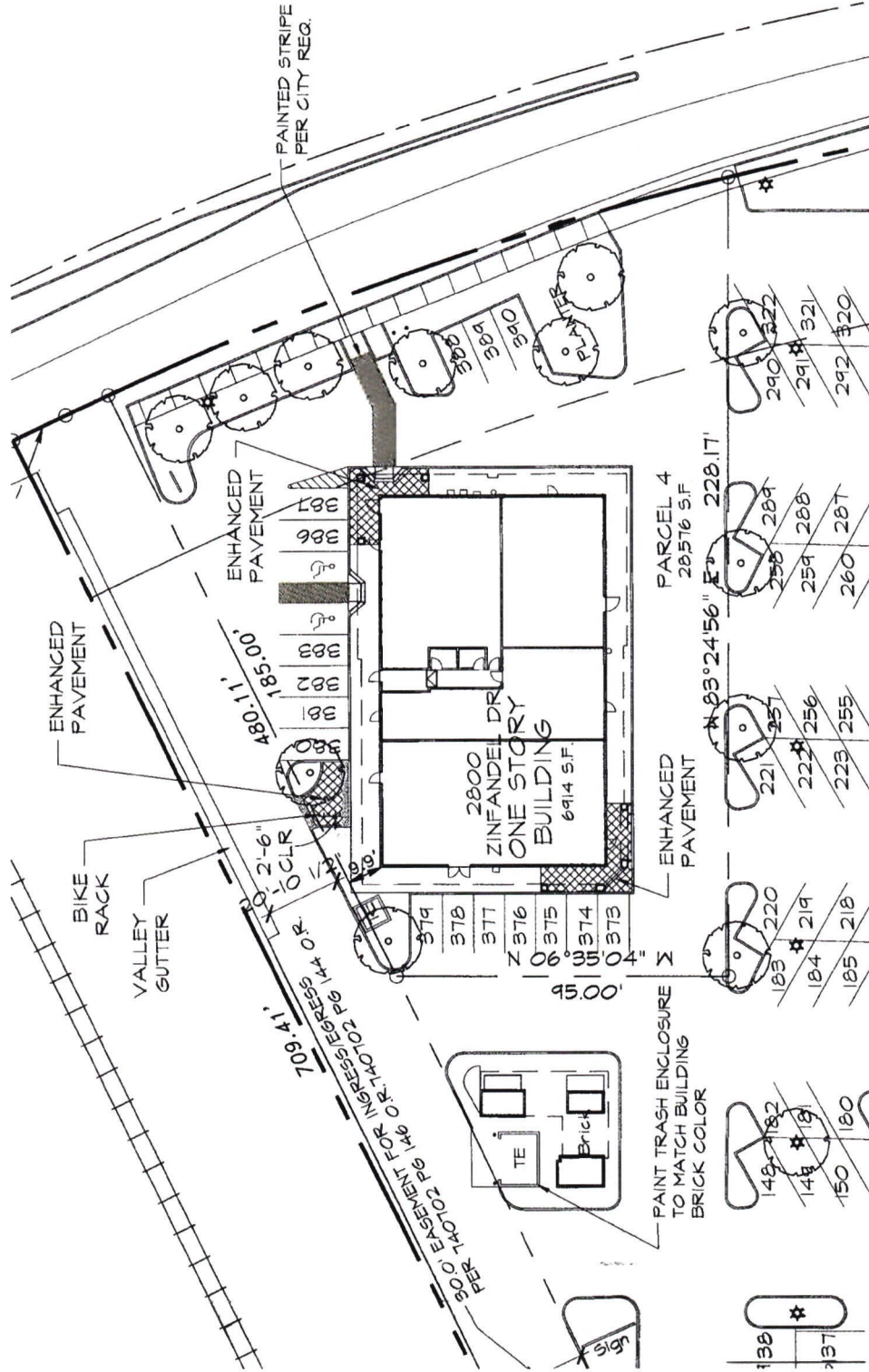




Land	± 8.5 AC	± 369,865 SF
Building		92,435 SF
Land-to-Bldg Ratio	3.0/1	25%
Coverage		308 stalls
Parking Required		390 stalls
Parking Provided		4,221/1,000
Parking Ratio		
Parking Required		
Retail 3.7/1,000 sf @		
(83,191 sf) Rest. (9,244)		
included in the 10% allowed		308 stalls
Total		308



ALL BUILDINGS, INFRASTRUCTURE, THESE OCCUPANTS AND THE USES AS SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO MODIFICATION AT THE OWNER'S DISCRETION WITHOUT NOTICE.



PRELIMINARY SITE PLAN - PS-1

ROSS CENTER PAD #2
RANCHO CORDOVA, CA



DOERKEN PROPERTIES, INC.



NADIEL RETAIL ARCHITECTS, LLC
3080 BRISTOL ST. SUITE 500
COSTA MESA, CA 92626
T.714.540.5000 F.714.755.3011
WWW.NADIELABC.COM

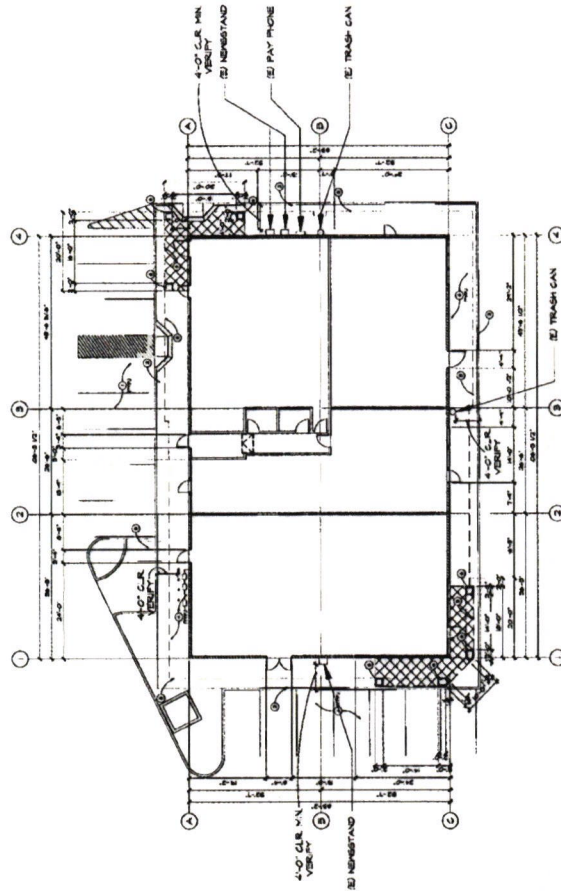
RETRACT EXHIBIT A



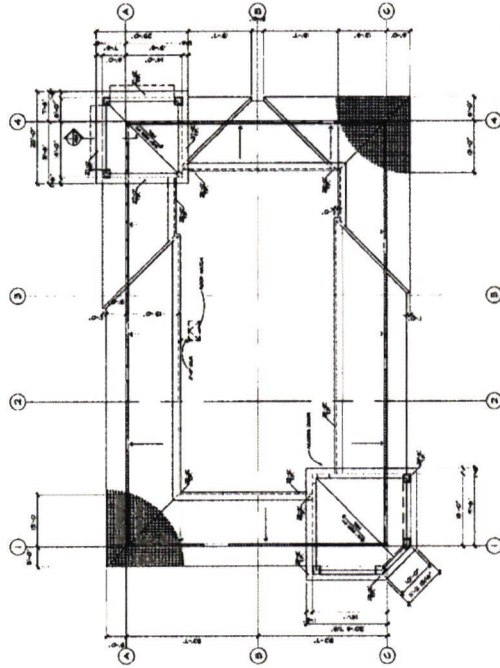
DATE: DEC. 12, 2007
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 PROJECT: NADEL RETAIL
 1148 15TH STREET, SUITE 100
 COSTA MESA, CA 92626
 714.444.4444
 WWW.NADEL.COM

FOLSON ZINFANDEL PARTNERS, LLC
 1148 15TH STREET, SUITE 100
 SANTA MONICA, CA 90404

FLOOR & ROOF PLAN
ROSS CENTER - PAD #2
RANCHO CORDOVA, CALIFORNIA



FLOOR PLAN
SCALE: 3/32" = 1'-0"



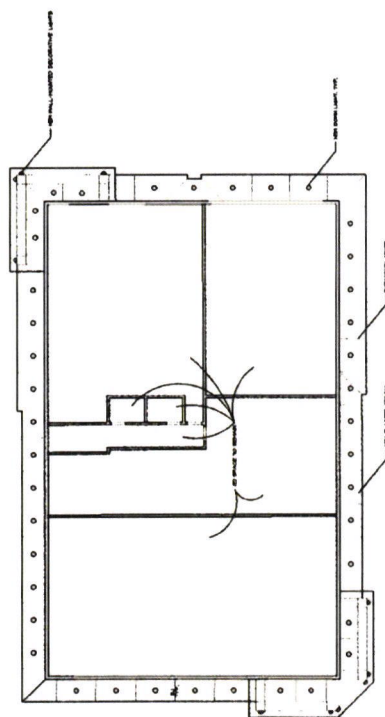
ROOF PLAN
SCALE: 3/32" = 1'-0"

ROSS CENTER - PAD #2
RANCHO CORDOVA, CALIFORNIA

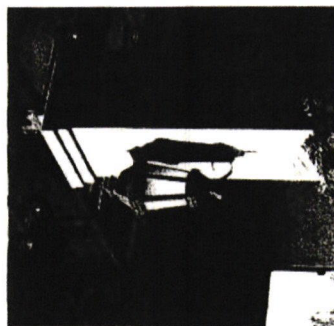
FOLSOM ZINFANDEL PARTNERS, LLC
1148 15TH STREET, SUITE 100
SANTA MONICA, CA 90404

DATE: DEC. 17, 2007
MADEL JOB#: 07318.00

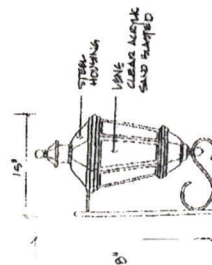
MADEL RETAIL ARCHITECTS, LLP
3080 BRISTOL ST. SUITE 500
COSTA MESA, CA 92626
T. 714.548.8000 F. 714.765.3013
WWW.MADELARC.COM



CEILING PLAN
SCALE: 3/32" = 1'-0"



**WALL MOUNTED LIGHT FIXTURE
FIXTURE: ART MANUFACTURERES INC.**



R/L 100/1815

PROJECT ROOMS CENTER BLDG 2

DESIGN DATE PROJECT 10/10/1810

NAME: JAMES M. HARRIS

DATE: 10/10/1810

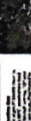
SCALE: 1/8" = 1'-0"

NO. OF SHEETS: 1

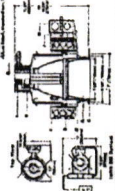
SHEET NO.: 1

Attn: Marketing Dept.
407 Irving St.
Berkeley, Ca. 94704-5000

[illegible]

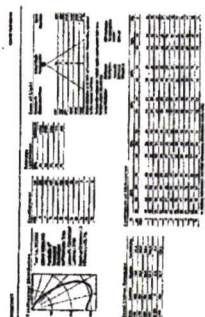


CONCRETE 600-1589
 800-333-3333
 1-800-333-3333

[illegible]

**CANOPY DOWN LIGHT CUTSHEET
FIXTURE: COOPER LIGHTING**

C6042E - 6081 - H1 - WF



**Morrow
Surveying**

Ross Carter
Lindell Dr. and Olson Dr.
Rancho Cordova
Sacramento County
California



Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Exhibit A) for enhancements to an existing 6,914 sq. ft. retail building, including landscaping and accessibility improvements, at 2800 Zinfandel Dr., APN: 072-0330-003, project number RC-07-322.	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.	Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways.	On-Going	Metro Fire District	
	Prior to Approval of Improvement Plans			
5.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to improvement plan approval	Public Works	
6.	Dedicate a standard 12.5-foot Public Utility Easement adjacent to Zinfandel Drive for the installation and maintenance of water, gas, sewer and drainage pipes, traffic control devices and for poles and overhead wires and conduits for electrical, television and telephone services and appurtenances adjacent to Zinfandel Drive public right-of-way.	Prior to improvement plan approval	Public Works	

EXHIBIT B

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
7.	Sewer service shall continue to be provided by CSD-1 infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to sewer construction.	Prior to improvement plan approval	CSD-1	
	Prior to Issuance of Building Permits			
8.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. Plans shall indicate the trash enclosure will be painted to match the building brick color and a graffiti-resistant coating will be applied. A sign permit shall be obtained to redesign the monument sign to complement the building architecture and materials.	Prior to issuance of Building Permits	Planning	
9.	The applicant shall submit a revised Landscape Plan for review and approval by the Planning Director, at the time of Building Permit submittal. - The Landscape Plan shall demonstrate conformance with the Water Use and Conservation provisions of the City of Rancho Cordova Municipal Code (see Title 14.10, adopted from the Sacramento County Code). - The Landscape Plan shall include the planting of vines or other screening landscaping adjacent to the trash enclosure. - Shade requirements are reduced to 25% coverage for this project because it is part of an integrated development that does meet shade requirements.	Prior to issuance of Building Permits	Planning	
10.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: - Replacement of damaged sidewalk and flatwork along property frontage to the satisfaction of the Public Works Department. Flatwork shall be replaced to the nearest joint. - Remove existing tree that is located at the south side of the northern most driveway on Zinfandel Drive. Tree and stump shall be removed.	Prior to issuance of Building Permits	Public Works	

EXHIBIT B

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
	- Existing sidewalk along property frontage that meanders around the existing tree shall be removed and replaced to meet City Standard design. New sidewalk shall be a minimum of 6 feet wide and attached. The longitudinal grade of the sidewalk shall not exceed 5%. - Public improvement plans shall clearly delineate all transitions to existing improvements. The applicant shall also enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.			
11.	Reciprocal access and roadway maintenance agreements shall be provided for the interior roadways of the proposed complex/subdivision. The roadway maintenance and reciprocal access agreements shall be recorded with the Public Records Office having jurisdiction and shall provide for the following: - 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') - Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping - Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems - Unrestricted use of and access to the roadways covered by the agreements - Provisions for the control of vehicle parking in prohibited areas and a mechanism for the removal of vehicles illegally parked 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 issuance of Building Permits	Metro Fire District	

EXHIBIT B

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
	Prior to Final Inspections			
12.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
13.	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 Final Inspection	Public Works / Planning	
14.	Install improvements to the satisfaction of the Public Works Department.	Prior to Final Inspection	Public Works	
15.	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 Final Inspection	Public Works	
16.	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. Where multiple occupancies are serviced by vehicular access to the rear of the building via any driveway, alleyway, or parking lot, the numbers or addresses shall be displayed on the rear of the building.	Prior to Final Inspection	Metro Fire District	

EXHIBIT B

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 – CSD-1

1. Developing the property may require the payment of sewer impact fees. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

Advisory Comments – Sacramento Metropolitan Fire District

1. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway width shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads.

Advisory Comments – Rancho Cordova Police Department

1. Overall Site Comments and Conditions:
 - a. Parking areas should be laid out to allow a high degree of observation. Closed in employee parking for people working late should be provided adjacent to the entrances.
 - b. A pay phone shall not be installed on the premises of this building pad. This does not preclude a pay phone on other pads or buildings within this shopping center.
 - c. The use of window signs shall not exceed the limits prescribed in the zoning ordinance and signs shall not be installed in such a fashion that visibility of the service counter is impaired for passing police patrol units as well as customers and passersby. Natural surveillance and visibility is an important consideration in projects of this size.
 - d. Any equipment, supply, staging or other locations in which construction equipment or materials are to be kept shall be fenced during construction, and security lighting and patrols shall be employed as necessary.
 - e. It is recommended that security personnel should be provided to monitor activity 24 hours, 7 days per week, including during time of construction.

Conditions of Approval

2. Physical 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. 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.
3. 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.
 - 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. Each premise, while closed for business after dark, must be sufficiently lighted by use of interior night lights.

Project Name: Ross Center Pad #2 (RC-07-322)
 Date of Review: 12/27/07

RANCHO CORDOVA DESIGN GUIDELINES B. CHECKLIST FOR COMMERCIAL AND COMMERCIAL MIXED USE PROJECTS		The Proposed Project				
		n	-	=	+	
SITE DESIGN > CIRCULATION (3:10)		Description/Comments				
OBJECTIVE: Develop an on-site circulation system that promotes efficient movement of vehicles in a clear and well-defined manner and minimizes conflicts with pedestrians and bicycles. Provide on-site facilities to accommodate pedestrian, bicyclists, and transit riders.						
DESIGN STANDARDS						
Pedestrian connections are provided between buildings and adjoining commercial and residential developments. The project is connected to the sidewalk.		☐	☐	☒	☐	Pedestrian connection to the public sidewalk will be added. There are no pathways leading to the other buildings in the shopping center, although those buildings are rather far away. Such internal pathways would improve pedestrian connectivity for this project.
DESIGN GUIDELINES						
1. Large commercial developments are designed with a "Main Street" style. (three provisions listed for implementation). The Main Street concept brings buildings close to the street, developing a pedestrian area in front of stores and offices, consolidates parking in the rear, under, or within the building or along the street.		☒	☐	☐	☐	This project is just a remodel of an existing structure, and is not a large commercial development
2. Auto dependent uses are designed to reduce conflicts with pedestrians (three provisions listed for implementation).		☒	☐	☐	☐	There is a donut shop and a coffee shop, but there are no truly auto-dependent uses such as drive-thru windows related to this project
3. Commercial centers are linked to the surroundings with pedestrian connections as appropriate.		☒	☐	☐	☐	This is a pad building remodel and this design review cannot address connections for the center overall
4. For TODs (Transit Oriented Development), the transit stop is an integrated component of the development.		☒	☐	☐	☐	This project is not a TOD

RANCHO CORDOVA DESIGN GUIDELINES B. CHECKLIST FOR COMMERCIAL AND COMMERCIAL MIXED USE PROJECTS SITE DESIGN > PUBLIC SPACES AND PEDESTRIAN AMENITIES (3:14)		The Proposed Project				
		n	-	=	+	
		Description/Comments				
OBJECTIVE: Provide usable public spaces and gathering spaces oriented towards the pedestrian user as a key component of the development.						
DESIGN STANDARDS						
A minimum of one public plaza or similar gathering place is provided.		☐	☒	☐	☐	No public gathering place is provided. The area near the trash enclosure could be improved as a gathering place by adding trees, benches, or other amenities but public safety is a concern due to criminal activity in the area in the past
DESIGN GUIDELINES						
1. Large sites feature public spaces that are meaningful.		☒	☐	☐	☐	This project does not address a large site
2. Uses such as restaurants front onto plazas and take advantage of outdoor spaces.		☐	☐	☒	☐	Areas outside of the café and the teriyaki restaurant will be enhanced with special paving under a new arcade structure which will provide additional weather protection The project doesn't include street furniture or landscape elements - tree pots, planters or benches would enhance the project. Benches were rejected due to public safety concerns. However, enhanced landscaping and enhanced paving will be used for the bicycle parking area. The project also doesn't create dark, hidden, or secluded spaces.
3. Outdoor areas are landscaped and include street furniture and landscape elements.		☐	☐	☒	☐	

RANCHO CORDOVA DESIGN GUIDELINES B. CHECKLIST FOR COMMERCIAL AND COMMERCIAL MIXED USE PROJECTS		The Proposed Project			
		n	-	=	+
		Description/Comments			
4. Street corners are developed as active portions of the site with building entrances, public plazas, or small parks.	☒	☐	☐	☐	The project is not on a street corner.
5. Different materials and colors are used to offset the paving and to provide visual interest.	☐	☐	☒	☐	The pedestrian path from the sidewalk will be painted on the asphalt, and enhanced paving will be used to differentiate the special arcade areas and the bicycle parking area.
SITE DESIGN > BUILDING PLACEMENT AND ORIENTATION (3:18)					
OBJECTIVE: Design and construct buildings to create safe, pleasant, and active environments.					
DESIGN STANDARDS					
Buildings are setback appropriate distances from the public right-of-way and the setback envelope does not include parking. Landscaping is provided as appropriate.	☐	☒	☐	☐	The building is set back and parking separates the building from the street, but at least a continuous 5' landscape strip is now provided adjacent to ROW. Building and parking placement cannot be addressed via a façade remodel. All attempts were made to add trees and provide shade for the parking lot.
DESIGN GUIDELINES					
1. Commercial buildings on sites over 15 acres are designed to create "Main Street" environments.	☒	☐	☐	☐	Site to be enhanced for this project is less than 15 acres --- it's .66 acre in size.
2. Projects are designed as vibrant mixed-use centers that attract and captivate the pedestrian user (five provisions listed for implementation).	☒	☐	☐	☐	This is a remodel of a non-mixed use building, but the project has some aspects of a vibrant mixed-use center. All four sides of the building have entries to one or more of the tenant spaces. More

The Proposed Project					
Description/Comments					
+					
=					
-					
n					
					than 50 percent of the façade facing Zinfandel has windows, allowing a clear view into and out of the building. Existing brick details on the façade will be enhanced by adding arcade areas on two corners of the structure, including additional brick details and raised cornices. However, more could be done to mitigate the excessive setback of this existing structure -- the area between the building and the street could be used for a plaza, court, planter area, or other amenity.
					The building does not have specific loading areas. Large delivery vehicles are not expected in association with the four small businesses that will continue to occupy the structure.
3. Loading and delivery service areas are located in appropriate locations and adequately screened.	☒	☐	☐	☐	
4. Corner and mid-block pad buildings are oriented towards the street and public sidewalk (two provisions listed for implementation).	☐	☒	☐	☐	The building is isolated from the street and public sidewalk by a drive aisle and a row of parking. Pedestrian access from the sidewalk crosses this drive aisle. At least there is no drive-up window on the site. This façade remodel cannot be expected to change such building placement issues.

RANCHO CORDOVA DESIGN GUIDELINES B. CHECKLIST FOR COMMERCIAL AND COMMERCIAL MIXED USE PROJECTS		The Proposed Project			
		n	-	=	+
ARCHITECTURE > MASSING, SCALE, AND FORM (3:24)					
OBJECTIVE: Commercial and mixed-use structures should be designed to a human scale, help create vibrant activity areas, and should complement adjoining properties.					
DESIGN GUIDELINES					
1. Multi-level buildings are designed with architecture that is visually interesting (four provisions listed for implementation).	☒	☐	☐	☐	This is a one-story building
2. Large retailers are integrated into multi-tenant developments, rather than being freestanding buildings (four provisions listed for implementation).	☒	☐	☐	☐	This 6,914 sf building has 4 small tenants, no large retailers.
ARCHITECTURE > STYLE AND DESIGN DETAILS (3:26)					
OBJECTIVE: Commercial development shall be designed with an architectural style or theme that establishes a clear, interesting project identity that will contribute to an enhanced character for Rancho Cordova. The architectural style shall be evident on all elevations of all buildings.					
DESIGN GUIDELINES					
1. Design all sides of the building with consistent architecture and façade elements (three provisions listed for implementation).	☐	☐	☒	☐	New shaped cornices with varying parapet heights are applied to all four sides of the building, breaking up the roofline silhouette. New fabric awnings and arcades with angelus block details will add distinction to the façade. The existing roof tiles will be highlighted by the updated façade and roofline elements.
ARCHITECTURE > STYLE AND DESIGN DETAILS > COMMERCIAL FACADES (3:28)					
OBJECTIVE: Commercial facades should appear open, inviting and engaging to the passerby.					

RANCHO CORDOVA DESIGN GUIDELINES		The Proposed Project				
B. CHECKLIST FOR COMMERCIAL AND COMMERCIAL MIXED USE PROJECTS		n	-	=	+	Description/Comments
DESIGN GUIDELINES						
1. Storefronts promote a sense of entry into the structure as well as a sense of shelter (three provisions listed for implementation).		☐	☐	☐	☒	A 6' roof overhang provides weather protection for the pathway around the building, and this feature will be enhanced by new arcade elements and awnings. Windows are clear glass and provide plenty of light transmission, allowing views into and out of the building on all four sides. There are plenty of windows facing the street.
2. Entries are clearly visible from the street and provide visual interest (three provisions listed for implementation).		☐	☐	☒	☐	Donut King entrance and arcade element clearly identify building entries as seen from Zinfandel. Every building façade has an entry, and doorways are 100% transparent glass. However, other than the arcaded corner entrances with awnings, the entries are not accented with strong architectural definition. Entries to Donut King, nail salon, and United Bakery would have stronger identity if differentiated roof, portico, awning, special trim details, or decorative nighttime lighting was used.
3. Windows are used to create an open and inviting atmosphere (six provisions listed for implementation).		☐	☐	☒	☐	Windows along the primary public façade comprise at least 50 percent of the exterior wall area. Windows are oriented vertically

RANCHO CORDOVA DESIGN GUIDELINES				
B. CHECKLIST FOR COMMERCIAL AND COMMERCIAL MIXED USE PROJECTS				
The Proposed Project				
n	-	=	+	Description/Comments
				with rectangular shapes, and framed with trim. Windows are not recessed from the building façade and operable windows are not used (sliding/overhead/etc).
CHECKLIST EVALUATION				
Total (19 Guidelines)				
11	3	4	1	11 design guidelines are not applicable to this project, 3 are not met or partially met, 4 are mostly met, and 1 is exceeded. 2 design standards are not met, and 1 is met.

**January 10, 2008 Regular Planning Commission Meeting
Draft Meeting Minutes, Agenda Item 3A
Consideration of the Design Review for Ross Center Pad #2 RC-07-322**

Request: The applicant is requesting Design Review approval for a façade remodel and minor site improvements for an existing retail building with four (4) tenants. The proposed remodel will replace wood siding with cement plaster and add raised parapet walls and columns with stone veneer details, as well as repainting with a new color scheme. Minor landscape improvements are proposed for the portion of the shopping center where the building is located.

Project Applicant: Nadel Retail Architects, LLP, 3080 Bristol Street, Suite 500, Costa Mesa, CA 92626

Project Location: APN: 072-0330-003; 2800 Zinfandel Drive

Assistant Planner Katja Irvin presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to find the project categorically exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) and adopt a resolution approving the Design Review for Ross Center Pad #2, Project No. RC-07-322, subject to the findings, evidence, Design Package, and Conditions of Approval. Chair Konarski opened the public hearing and took testimony from Jim Connelly, project applicant.

The Commissioners had the following concerns and comments:

- Savorn-Will all of the outside freestanding signage be removed? Irvin-The monument sign will remain.
- Savorn-Will that sign be enhanced to bring it up to par with the rest of this project? Irvin-All of the landscaping will be enhanced; the Planning Commission may condition the project to refurbish the sign to match the architecture.
- Savorn-Has the Public Works Department reviewed the project to address safety concerns for drivers who head south on Zinfandel, and then must make a sharp right turn into the center? This has been a problem area for quite some time. Irvin-They did review the project and provided conditions of approval, but they did not request that the curb cut be removed. The Police Department also reviewed the project but did not provide comments for changes to the curb.
- Cummings-Do you have any pictures of what the trash enclosure looks like and the type of foliage being used? Irvin-This area has been pared down over the years. There will be planters with plants in them on a couple of the sides of the trash enclosure, but the main goal is to keep the area clear to discourage loitering.
- Cummings-Was there any discussion of placing crawling vegetation along the walls of those trash enclosures to discourage graffiti? Irvin-A better solution may be to add a condition on the project to have the wall painted with graffiti-resistant coating.
- Konarski-The staff report discusses how suggested amenities such as tree pots, planters and benches were rejected; who rejected those? Irvin-I thought it would be fitting to have extra amenities under the special covered paved areas, but the applicant preferred leaving those areas up to the tenant to improve.
- Konarski-This location is near Folsom Boulevard; if improvements such as addition of street furniture are made to Folsom Blvd, this project could serve as a good transitional area to other areas of Rancho Cordova with its own added amenities. Irvin-We did discuss putting a bench in the bike parking area, but the applicant was concerned about public safety issues and loitering.

- Konarski-Are there plans for the entire center to be renovated? Connelly-Our plans are to renovate just this one pad; the leases on the majors in the center are not up for renewal for some time.
- Burke-Is there one owner for the entire complex? Connelly-Yes.
- Burke-It would seem like everyone would want to have a nice place for their business, why would any of the tenants be against participating? Connelly-Tenants don't necessarily want to be back charged for the improvements if they took place, and if they have a long term lease or a series of options, which they do, they are not generally interested in spending money. Ross' lease is close to being up.
- Burke-It would be worthwhile and make a more uniform appearance to improve the sign out front, carrying the improvements throughout the entire pad.
- Burke-There is a lot of criminal activity at that corner, it is wise to avoid having benches.
- Burke-The driveway where people make a right hand turn into the complex across the tracks can be dangerous, and it might help to have the curb cut more rounded.
- Burke-Are tenant improvements anticipated? Connelly-No.
- Cummings-What are your thoughts on our recommendations for the trash enclosures and seating areas? Connelly-The benches pose a problem on two levels; the sidewalk area is limited, and on two sides of the building traffic runs right up along the sidewalk. This sets up a situation that is not ideal. The owner would not discourage tenants from putting benches in front of their doors, but we did not necessarily want to create an area for people to congregate where there are vehicles going by. The area where a bench was suggested by staff seemed like a good idea, but it was on the side of the building that is dark and doesn't have a door.
- Cummings-Have you considered adding a light to the building to help brighten the area, since the north side of the building is pretty dark? Connelly-We have proposed lights underneath the existing soffits around the exterior of the building, but we did not necessarily intend to spot a particular area.
- Cummings-Would you consider adding planting pots to decorate the front of the doors, or is the sidewalk too narrow? Connelly-We could add some planting pots, and perhaps plant the dumpster area differently. We are also open to adding anti-graffiti coating to the walls and climbing plants.
- Burke-Will the building itself have signage? Connelly-Yes.
- Burke-Will that signage be uniform for all of the tenants? Connelly-Each sign will be separately permitted by the tenant.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Burke, to amend the recommended motion to include the following conditions:

- Applicant will use graffiti-resistant paint on the trash enclosure walls and consider a plant material covering.
- Landmark sign will be renovated with staff's assistance to be consistent with the proposed building design changes.
- Potted plants will be added along the building pad's exterior per agreements made by both parties.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Vance

NOES: NONE
ABSTAIN: NONE
ABSENT: Smith

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

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Savorn, to forward a recommendation to the City Council to find the project categorically exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) and adopt a resolution approving the Design Review for Ross Center Pad #2, Project No. RC-07-322, subject to the findings, evidence, Design Package, and amended Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Smith

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

ATTACHMENT 4

057 0240 019 0000
Occupant At
10641 Folsom Blvd
Rancho Cordova, CA 95670

057 0240 032 0000
Occupant At
10635 Folsom Blvd
Rancho Cordova, CA 95670

057 0251 003 0000
Occupant At
2712 Chassella Way
Rancho Cordova, CA 95670

057 0251 006 0000
Occupant At
Chassella Way
Rancho Cordova, CA 95670

057 0252 004 0000
Occupant At
10701 Alicante Way
Rancho Cordova, CA 95670

057 0254 022 0000
Occupant At
10702 Alicante Way
Gold River, CA 95670

072 0210 050 0000
Occupant At
10792 Olson Dr
Rancho Cordova, CA 95670

072 0280 076 0000
Occupant At
10875 Olson Dr
Rancho Cordova, CA 95670

072 0280 095 0000
Occupant At
Olson Dr
Rancho Cordova, CA 95670

072 0320 002 0000
Occupant At
2861 Cochise Ct
Rancho Cordova, CA 95670

057 0240 020 0000
Occupant At
10699 Folsom Blvd
Rancho Cordova, CA 95670

057 0240 033 0000
Occupant At
10600 Folsom Blvd
Rancho Cordova, CA 95670

057 0251 004 0000
Occupant At
2716 Chassella Way
Rancho Cordova, CA 95670

057 0251 007 0000
Occupant At
2724 Zinfandel Dr
Rancho Cordova, CA 95670

057 0254 018 0000
Occupant At
10701 Folsom Blvd
Rancho Cordova, CA 95670

072 0210 047 0000
Occupant At
3001 Zinfandel Dr
Rancho Cordova, CA 95670

072 0210 051 0000
Occupant At
10694 Olson Dr
Rancho Cordova, CA 95670

072 0280 082 0000
Occupant At
10801 Olson Dr
Rancho Cordova, CA 95670

072 0280 096 0000
Occupant At
10800 Olson Dr
Rancho Cordova, CA 95670

072 0320 003 0000
Occupant At
2851 Cochise Ct
Rancho Cordova, CA 95670

057 0240 031 0000
Occupant At
10607 Folsom Blvd
Rancho Cordova, CA 95670

057 0240 034 0000
Occupant At
10695 Folsom Blvd
Rancho Cordova, CA 95670

057 0251 005 0000
Occupant At
2720 Chassella Way
Rancho Cordova, CA 95670

057 0252 003 0000
Occupant At
2722 Cabernet Way
Rancho Cordova, CA 95670

057 0254 019 0000
Occupant At
10708 Alicante Way
Rancho Cordova, CA 95670

072 0210 048 0000
Occupant At
10750 Olson Dr
Rancho Cordova, CA 95670

072 0280 073 0000
Occupant At
10845 Olson Dr
Rancho Cordova, CA 95670

072 0280 094 0000
Occupant At
10837 Olson Dr
Rancho Cordova, CA 95670

072 0320 001 0000
Occupant At
2871 Cochise Ct
Rancho Cordova, CA 95670

072 0320 004 0000
Occupant At
2841 Cochise Ct
Rancho Cordova, CA 95670

ATTACHMENT 4

072 0320 005 0000
Occupant At
2830 Cochise Ct
Rancho Cordova, CA 95670

072 0320 008 0000
Occupant At
2860 Cochise Ct
Rancho Cordova, CA 95670

072 0320 011 0000
Occupant At
10645 Olson Dr
Rancho Cordova, CA 95670

072 0320 015 0000
Occupant At
10629 Olson Dr
Rancho Cordova, CA 95670

072 0320 037 0000
Occupant At
2909 Calle Del Sol Way
Rancho Cordova, CA 95670

072 0320 040 0000
Occupant At
2900 Kachina Way
Rancho Cordova, CA 95670

072 0320 043 0000
Occupant At
2912 Kachina Way
Rancho Cordova, CA 95670

072 0320 056 0000
Occupant At
2929 Kachina Way
Rancho Cordova, CA 95670

072 0320 059 0000
Occupant At
2917 Kachina Way
Rancho Cordova, CA 95670

072 0320 062 0000
Occupant At
2905 Kachina Way
Rancho Cordova, CA 95670

072 0320 006 0000
Occupant At
2840 Cochise Ct
Gold River, CA 95670

072 0320 009 0000
Occupant At
2870 Cochise Ct
Gold River, CA 95670

072 0320 013 0000
Occupant At
10637 Olson Dr
Rancho Cordova, CA 95670

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Occupant At
2917 Calle Del Sol Way
Rancho Cordova, CA 95670

072 0320 038 0000
Occupant At
2905 Calle Del Sol Way
Gold River, CA 95670

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Occupant At
2904 Kachina Way
Rancho Cordova, CA 95670

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Occupant At
2916 Kachina Way
Rancho Cordova, CA 95670

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Occupant At
2925 Kachina Way
Rancho Cordova, CA 95670

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Occupant At
2913 Kachina Way
Rancho Cordova, CA 95670

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Occupant At
2901 Kachina Way
Rancho Cordova, CA 95670

072 0320 007 0000
Occupant At
2850 Cochise Ct
Rancho Cordova, CA 95670

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Occupant At
10649 Olson Dr
Rancho Cordova, CA 95670

072 0320 014 0000
Occupant At
10633 Olson Dr
Rancho Cordova, CA 95670

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Occupant At
2913 Calle Del Sol Way
Rancho Cordova, CA 95670

072 0320 039 0000
Occupant At
2901 Calle Del Sol Way
Rancho Cordova, CA 95670

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Occupant At
2908 Kachina Way
Rancho Cordova, CA 95670

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Occupant At
2920 Kachina Way
Rancho Cordova, CA 95670

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Occupant At
2921 Kachina Way
Rancho Cordova, CA 95670

072 0320 061 0000
Occupant At
2909 Kachina Way
Rancho Cordova, CA 95670

072 0320 064 0000
Occupant At
Olson Dr
Rancho Cordova, CA 95670

ATTACHMENT 4

072 0320 065 0000
Occupant At
10641 Olson Dr
Rancho Cordova, CA 95670

072 0330 009 0000
Occupant At
2801 Zinfandel Dr
Rancho Cordova, CA 95670

072 0330 019 0000
Occupant At
2853 Zinfandel Dr
Rancho Cordova, CA 95670

072 0361 050 0000
Occupant At
10854 Paiute Way
Rancho Cordova, CA 95670

072 0361 053 0000
Occupant At
10860 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10866 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10872 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10878 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10884 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10890 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
2896 Zinfandel Dr
Rancho Cordova, CA 95670

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Occupant At
2891 Zinfandel Dr
Rancho Cordova, CA 95670

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Occupant At
2881 Zinfandel Dr
Rancho Cordova, CA 95670

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Occupant At
10856 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10862 Paiute Way
Rancho Cordova, CA 95670

072 0361 057 0000
Occupant At
10868 Paiute Way
Gold River, CA 95670

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Occupant At
10874 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10880 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10886 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10892 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
Zinfandel Dr
Rancho Cordova, CA 95670

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Occupant At
2817 Zinfandel Dr
Rancho Cordova, CA 95670

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Occupant At
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10858 Paiute Way
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Occupant At
10876 Paiute Way
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Occupant At
10882 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10888 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10894 Paiute Way
Rancho Cordova, CA 95670

ATTACHMENT 4

072 0361 071 0000
Occupant At
10896 Paiute Way
Rancho Cordova, CA 95670

072 0361 074 0000
Occupant At
2911 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2905 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 080 0000
Occupant At
10732 Olson Dr
Rancho Cordova, CA 95670

072 0361 083 0000
Occupant At
2914 Platinum Ct
Rancho Cordova, CA 95670

072 0361 086 0000
Occupant At
10746 Olson Dr
Rancho Cordova, CA 95670

072 0363 002 0000
Occupant At
2902 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 005 0000
Occupant At
2908 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2914 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2920 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2915 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2909 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 078 0000
Occupant At
2903 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 081 0000
Occupant At
10734 Olson Dr
Rancho Cordova, CA 95670

072 0361 084 0000
Occupant At
2915 Platinum Ct
Rancho Cordova, CA 95670

072 0361 087 0000
Occupant At
10748 Olson Dr
Rancho Cordova, CA 95670

072 0363 003 0000
Occupant At
2904 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 006 0000
Occupant At
2910 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 009 0000
Occupant At
2916 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 012 0000
Occupant At
2922 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2913 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2907 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 079 0000
Occupant At
2901 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 082 0000
Occupant At
2910 Platinum Ct
Rancho Cordova, CA 95670

072 0361 085 0000
Occupant At
2911 Platinum Ct
Rancho Cordova, CA 95670

072 0363 001 0000
Occupant At
2900 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 004 0000
Occupant At
2906 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 007 0000
Occupant At
2912 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 010 0000
Occupant At
2918 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 013 0000
Occupant At
2924 Gwendolyn Way
Rancho Cordova, CA 95670

ATTACHMENT 4

072 0363 014 0000
Occupant At
2926 Gwendolyn Way
Rancho Cordova, CA 95670

072 0364 002 0000
Occupant At
10871 Paiute Way
Rancho Cordova, CA 95670

072 0364 005 0000
Occupant At
10877 Paiute Way
Rancho Cordova, CA 95670

072 0364 008 0000
Occupant At
10883 Paiute Way
Rancho Cordova, CA 95670

072 0364 011 0000
Occupant At
10889 Paiute Way
Rancho Cordova, CA 95670

072 0364 014 0000
Occupant At
10895 Paiute Way
Rancho Cordova, CA 95670

072 0363 015 0000
Occupant At
2928 Gwendolyn Way
Rancho Cordova, CA 95670

072 0364 003 0000
Occupant At
10873 Paiute Way
Rancho Cordova, CA 95670

072 0364 006 0000
Occupant At
10879 Paiute Way
Rancho Cordova, CA 95670

072 0364 009 0000
Occupant At
10885 Paiute Way
Rancho Cordova, CA 95670

072 0364 012 0000
Occupant At
10891 Paiute Way
Rancho Cordova, CA 95670

072 0364 001 0000
Occupant At
10869 Paiute Way
Rancho Cordova, CA 95670

072 0364 004 0000
Occupant At
10875 Paiute Way
Gold River, CA 95670

072 0364 007 0000
Occupant At
10881 Paiute Way
Rancho Cordova, CA 95670

072 0364 010 0000
Occupant At
10887 Paiute Way
Rancho Cordova, CA 95670

072 0364 013 0000
Occupant At
10893 Paiute Way
Rancho Cordova, CA 95670

ATTACHMENT 4

057 0240 019 0000
TRESTLE CORDOVA II LLC
419 Waverley St
Palo Alto, CA 94301

057 0240 032 0000
TRESTLE CORDOVA LLC
7423 Winding Way
Fair Oaks, CA 95628

057 0251 003 0000
Anatoliy & Lyudmila Levko
2712 Chassella Way
Rancho Cordova, CA 95670

057 0251 006 0000
SOUTHERN CALIF WATER CO
Chassella Way
Rancho Cordova, CA 95670

057 0252 004 0000
R K Wells
212 Toyon Dr
Woodland, CA 95695

057 0254 022 0000
Program Ok
10702 Alicante Way
Gold River, CA 95670

072 0210 050 0000
Ming
571 Dalewood Dr
Orinda, CA 94563

072 0280 076 0000
PACIFIC CASTLE RANCHO CORDOVA
2601 Main St #900
Irvine, CA 92614

072 0280 095 0000
PACIFIC CASTLE RANCHO CORDOVA
2601 Main St #900
Irvine, CA 92614

072 0320 002 0000
Gregory & Geline Stang
10928 Bellone Way
Rancho Cordova, CA 95670

057 0240 020 0000
HEDDA KORNFELD FAMILY LIMITED
850 Butternut Dr
San Rafael, CA 94903

057 0240 033 0000
AJM PROPS INCORPORATED
WALMART
PO Box 8050
Bentonville, AR 72712

057 0251 004 0000
Elisa & Ramiro Rios
2716 Chassella Way
Rancho Cordova, CA 95670

057 0251 007 0000
AEROJET GENERAL CORPORATION
PO Box 13222
Sacramento, CA 95813

057 0254 018 0000
Ramesh Pitamber
5151 Weston Way
Granite Bay, CA 95746

072 0210 047 0000
Wood
3001 Zinfandel Dr
Rancho Cordova, CA 95670

072 0210 051 0000
GJ REMAINDER LLC
10694 Olson Dr
Rancho Cordova, CA 95670

072 0280 082 0000
PACIFIC CASTLE RANCHO CORDOVA
2601 Main St #900
Irvine, CA 92614

072 0280 096 0000
RANCHO CORDOVA RAPS
INCORPORAT
22709 Rancho Palomares Pl
Castro Valley, CA 94552

072 0320 003 0000
Hector & Teresa Esparza
2853 Cochise Ct
Rancho Cordova, CA 95670

057 0240 031 0000
TRESTLE CORDOVA II LLC
419 Waverley St
Palo Alto, CA 94301

057 0240 034 0000
BJI INVESTMENTS LLC & KIE INVE
703 Market St #1706
San Francisco, CA 94103

057 0251 005 0000
Brian & Nicole Stanton
2720 Chassella Way
Rancho Cordova, CA 95670

057 0252 003 0000
Belton Mouras Jr.
650 Howe Ave #1020
Sacramento, CA 95825

057 0254 019 0000
Ramesh Pitamber
5151 Weston Way
Granite Bay, CA 95746

072 0210 048 0000
Yee Rocky\therese
7739 River Landing Dr
Sacramento, CA 95831

072 0280 073 0000
PACIFIC CASTLE RANCHO CORDOVA
2601 Main St #900
Irvine, CA 92614

072 0280 094 0000
PACIFIC CASTLE RANCHO CORDOVA
2601 Main St #900
Irvine, CA 92614

072 0320 001 0000
Kerry Gantt
2873 Cochise Ct
Rancho Cordova, CA 95670

072 0320 004 0000
Jose & Maria Flores
2841 Cochise Ct
Rancho Cordova, CA 95670

ATTACHMENT 4

072 0320 005 0000
Woodrell
8535 Hidden Lakes Dr
Roseville, CA 95746

072 0320 006 0000
Zane Est Riens
2840 Cochise Ct
Gold River, CA 95670

072 0320 007 0000
Sarah Farrelly
2850 Cochise Ct
Rancho Cordova, CA 95670

072 0320 008 0000
RALPH MCCURDY SEPARATE PROP
TR
2129 Lark Bay Ln
Lakewood, CA 90712

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Leslie Ann Recio
2870 Cochise Ct
Gold River, CA 95670

072 0320 010 0000
Ann & Jeffrey Ritchhart
121 Keller Cir
Folsom, CA 95630

072 0320 011 0000
Henry & Ann Kaiser
2804 Wood Ct NE
Albuquerque, NM 87112

072 0320 013 0000
Dennis Charles Beeler McDaniel
152 Lombard St #705
San Francisco, CA 94111

072 0320 014 0000
Linda King
1932 Flowers St
Sacramento, CA 95825

072 0320 015 0000
Filiberto & Maria Araceli Negrete
10629 Olson Dr
Rancho Cordova, CA 95670

072 0320 035 0000
John & Julianne Szoboscan
2917 Calle Del Sol Way
Rancho Cordova, CA 95670

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Dalton
2913 Calle Del Sol Way
Rancho Cordova, CA 95670

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Gary & Wyrene Davis
2909 Calle Del Sol Way
Rancho Cordova, CA 95670

072 0320 038 0000
Kao & Lucy Yang
2905 Calle Del Sol Way
Gold River, CA 95670

072 0320 039 0000
Gerald & Pamela Aiken
2901 Calle Del Sol Way
Rancho Cordova, CA 95670

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Que Hiep Do
2900 Kachina Way
Rancho Cordova, CA 95670

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V Vu
2904 Kachina Way
Rancho Cordova, CA 95670

072 0320 042 0000
Tran
5651 Ocean Terrace Dr
Huntington Beach, CA 92648

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Thu Khuc
10999 Faber Way
Rancho Cordova, CA 95670

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Steven & Jill Middlekauff
2916 Kachina Way
Rancho Cordova, CA 95670

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Frank & Charleen Lobatos Jr.
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Rancho Cordova, CA 95670

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Cotham
2929 Kachina Way
Rancho Cordova, CA 95670

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Rick & Maribel Marsteller
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Rancho Cordova, CA 95670

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Stillson
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Rancho Cordova, CA 95670

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Matthew & Nora Hill
2917 Kachina Way
Rancho Cordova, CA 95670

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Eric Brooks
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Rancho Cordova, CA 95670

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Migel Franco
2909 Kachina Way
Rancho Cordova, CA 95670

072 0320 062 0000
N Stearns Frances
2905 Kachina Way
Rancho Cordova, CA 95670

072 0320 063 0000
Dolly & Jacky Green
2944 Kachina Way
Rancho Cordova, CA 95670

072 0320 064 0000
SACRAMENTO REGIONAL TRANSIT
DI
PO Box 2110
Sacramento, CA 95812

ATTACHMENT 4

072 0320 065 0000
Dennis Charles Beeler McDaniel
152 Lombard St #705
San Francisco, CA 94111

072 0330 009 0000
DUMAINE INVS LLC & ALAMO
GROUP
5846 Brookstone Walk NW
Acworth, GA 30101

072 0330 019 0000
ZINFANDEL CENTER LLC
2853 Zinfandel Dr
Rancho Cordova, CA 95670

072 0361 050 0000
Beverley Hall
10854 Paiute Way
Rancho Cordova, CA 95670

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Gary Jellis
10860 Paiute Way
Rancho Cordova, CA 95670

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Terese Lamanet
10866 Paiute Way
Rancho Cordova, CA 95670

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Brian & Sandra Whitaker
5543 Sur Mer Dr
El Dorado Hills, CA 95762

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Maria Staples
10878 Paiute Way
Rancho Cordova, CA 95670

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Melanie Biner
10884 Paiute Way
Rancho Cordova, CA 95670

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Jean Hooks
10890 Paiute Way
Rancho Cordova, CA 95670

072 0330 007 0000
BP WEST COAST PRODUCTS LLC
PO Box 5015
Buena Park, CA 90622

072 0330 016 0000
Choy
277 7th Ave
San Francisco, CA 94118

072 0330 021 0000
Gene Wong
PO Box 2798
Rancho Cordova, CA 95741

072 0361 051 0000
Dave & Judy Johnson
10856 Paiute Way
Rancho Cordova, CA 95670

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Sharon Riegel
10862 Paiute Way
Rancho Cordova, CA 95670

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Ronald & Edythe McCray
10868 Paiute Way
Gold River, CA 95670

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Cerasela & Oktavian Tsurkanu Onuta
10874 Paiute Way
Rancho Cordova, CA 95670

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Clifton Billings
PO Box 2243
Rancho Cordova, CA 95741

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Joann Harper
10886 Paiute Way
Rancho Cordova, CA 95670

072 0361 069 0000
Jean Fernlund
10892 Paiute Way
Rancho Cordova, CA 95670

072 0330 008 0000
DUMAINE INVS LLC & ALAMO
GROUP
5846 Brookstone Walk NW
Acworth, GA 30101

072 0330 018 0000
Gene Wong
PO Box 2798
Rancho Cordova, CA 95741

072 0330 022 0000
ZINFANDEL CENTER LLC
2859 Zinfandel Dr
Rancho Cordova, CA 95670

072 0361 052 0000
Paul Allen Furtado
10858 Paiute Way
Rancho Cordova, CA 95670

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Wendy Keethe
10864 Paiute Way
Rancho Cordova, CA 95670

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Todd Dobberteen
6445 Tall Tree Cir
Citrus Heights, CA 95621

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Gwendolyn Childers
10876 Paiute Way
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Kathy McCune
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James Daniels
10888 Paiute Way
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Oliver Cecelia
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Rancho Cordova, CA 95670

ATTACHMENT 4

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Brian & Charlene Wetterhus
10896 Paiute Way
Rancho Cordova, CA 95670

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Nikolay Vorontsov
3244 Explorer Dr
Sacramento, CA 95827

072 0361 077 0000
Roderick Gonzalez
2905 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 080 0000
Janice Peters
10732 Olson Dr
Rancho Cordova, CA 95670

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Thomas DeLucia
2914 Platinum Ct
Rancho Cordova, CA 95670

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Elmer Sitts
PO Box 27001
Las Vegas, NV 89126

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Carl Sorensen
2902 Gwendolyn Way
Rancho Cordova, CA 95670

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Linda Cornell
2908 Gwendolyn Way
Rancho Cordova, CA 95670

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A Mayer Dolores
2914 Gwendolyn Way
Rancho Cordova, CA 95670

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Robbin Flint
2920 Gwendolyn Way
Rancho Cordova, CA 95670

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Duane Lyons
8985 Vista De Lago Ct
Granite Bay, CA 95746

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J E & K N Spencer
10310 Dolcetto Dr
Rancho Cordova, CA 95670

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Carl Schultz Jr.
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Rancho Cordova, CA 95670

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Neal Webster
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Rancho Cordova, CA 95670

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M Overoye Lynn
816 Elm St
Woodland, CA 95695

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M Longworth Sheryl
10748 Olson Dr
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Katherine Ellis
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Alves
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Brian Iniguez
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Rancho Cordova, CA 95670

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Voll
4180 Cameron Rd
Cameron Park, CA 95682

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Thomas & Doreen McGee
345 Arcata Bay Rd
West Sacramento, CA 95691

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Paul & Patricia Kuethe
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Rancho Cordova, CA 95670

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Glenn & Leanne Osborn
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Rancho Cordova, CA 95670

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Smith
2900 Gwendolyn Way
Rancho Cordova, CA 95670

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Dewey & Danda Lee Jr.
2680 Little Oak Ln
Rescue, CA 95672

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Bonnie Foss
2912 Gwendolyn Way
Rancho Cordova, CA 95670

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Cronin
21435 N Bruella Rd
Acampo, CA 95220

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Tracey Savorn
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Rancho Cordova, CA 95670

ATTACHMENT 4

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Robert Charles Neri
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Nancy Graham
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Kanao Britto
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Katherine Davis
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Susan Taylor
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Diane Dellamaggiore
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Rancho Cordova, CA 95670

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W
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Rugg
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Rancho Cordova, CA 95670

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Jesse McMullin
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Tracy Hill
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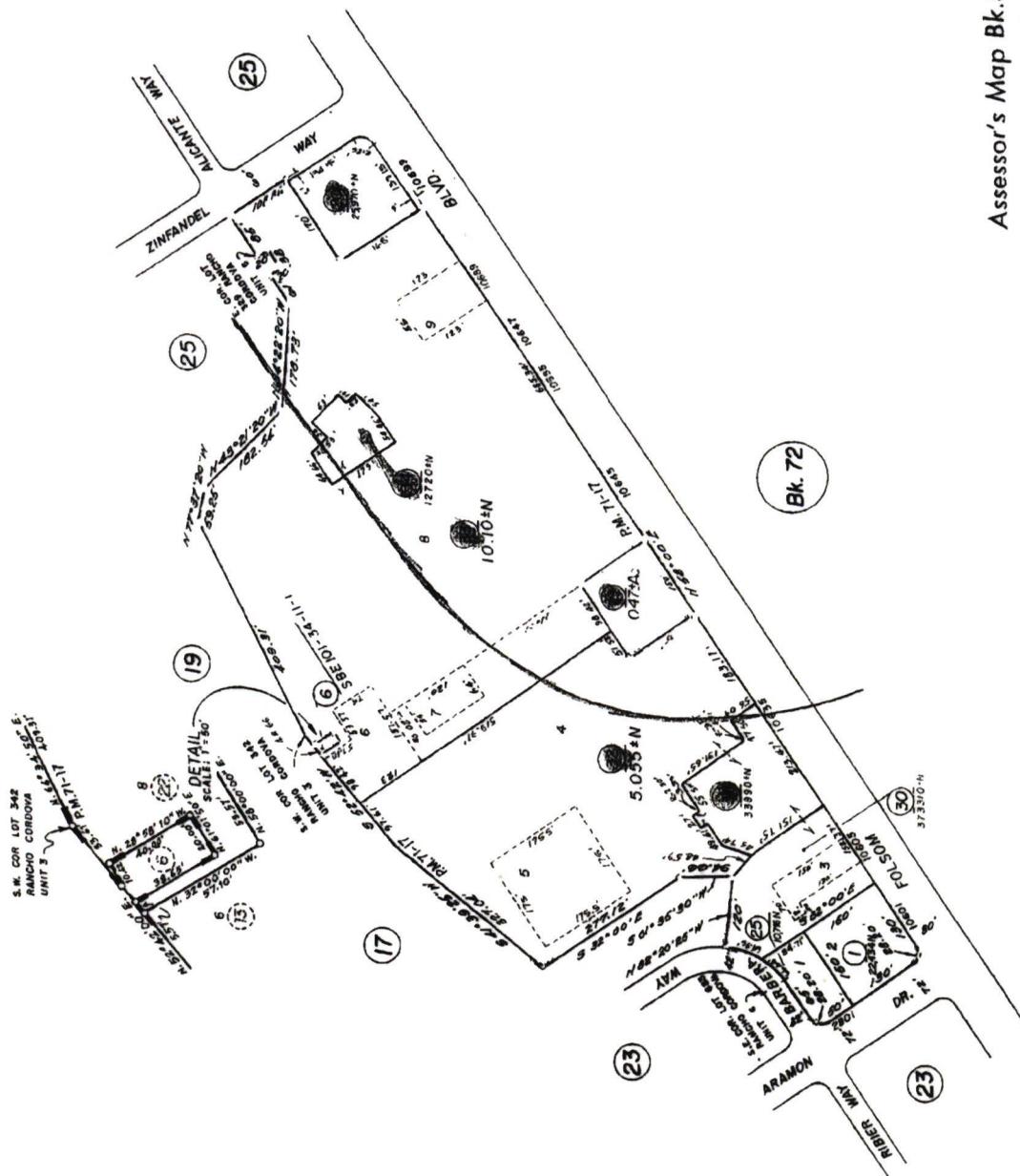
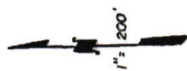
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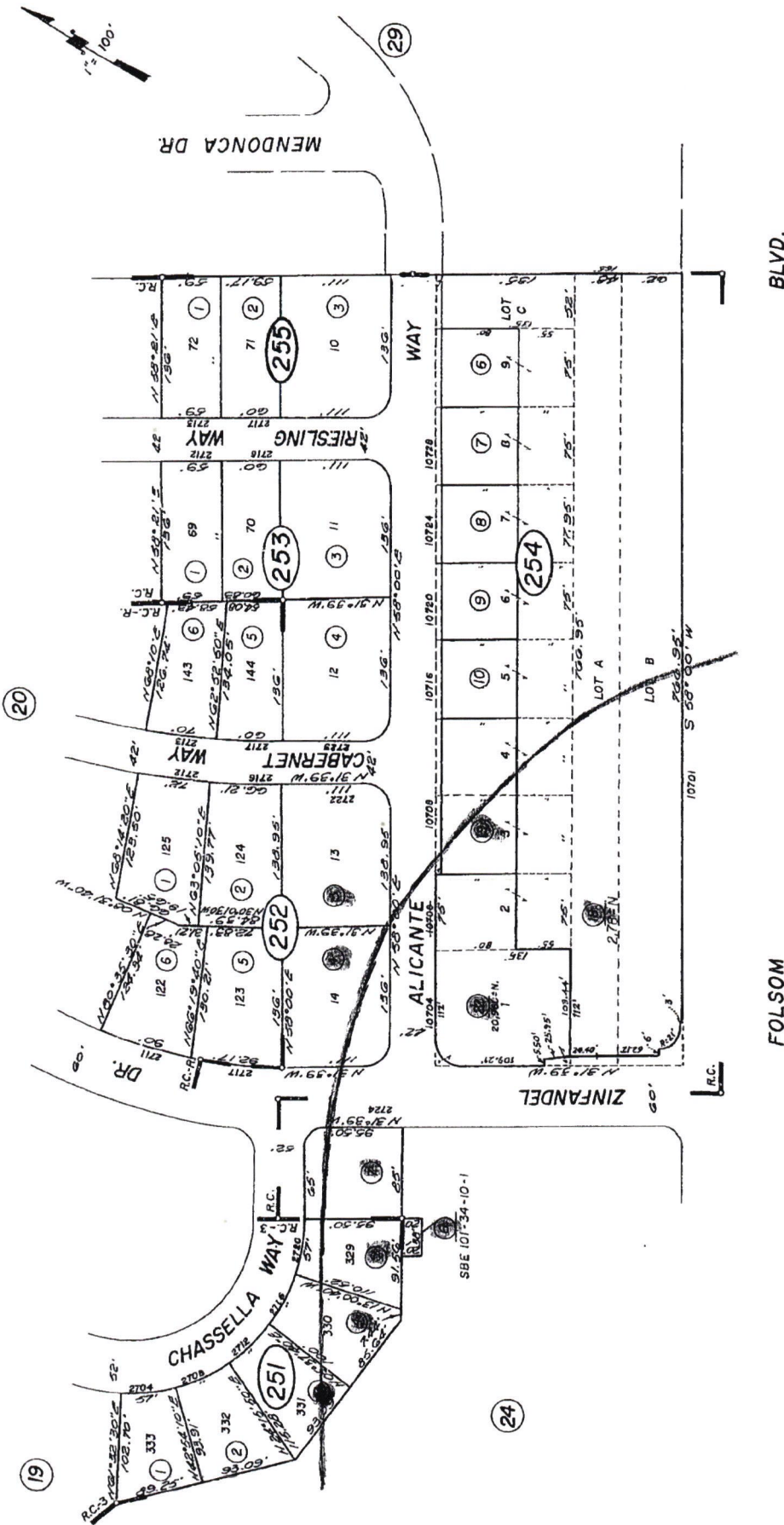
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Rancho Cordova, CA 95670

POR. SEC. 35 T 9 N., R. 6 E. M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



Assessor's Map Bk. 57 - Pg. 24
County of Sacramento, Calif.

NOTE: Assessor's Block Numbers Shown in Ellipses.
JUL 06 2000



Rancho Cordova, R.M. Bk. 35, Pg. 14
Rancho Cordova Unit. 3, R.M. Bk. 39, Pg. 17
Rancho Cordova, Resub of R.M. Bk. 36, Pg. 8

Bk. 72

Assessor's Map Bk. 57 -Pg. 25
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

POR. SEC. 35 T. 9N., R. 6E., M.D.B. & M.

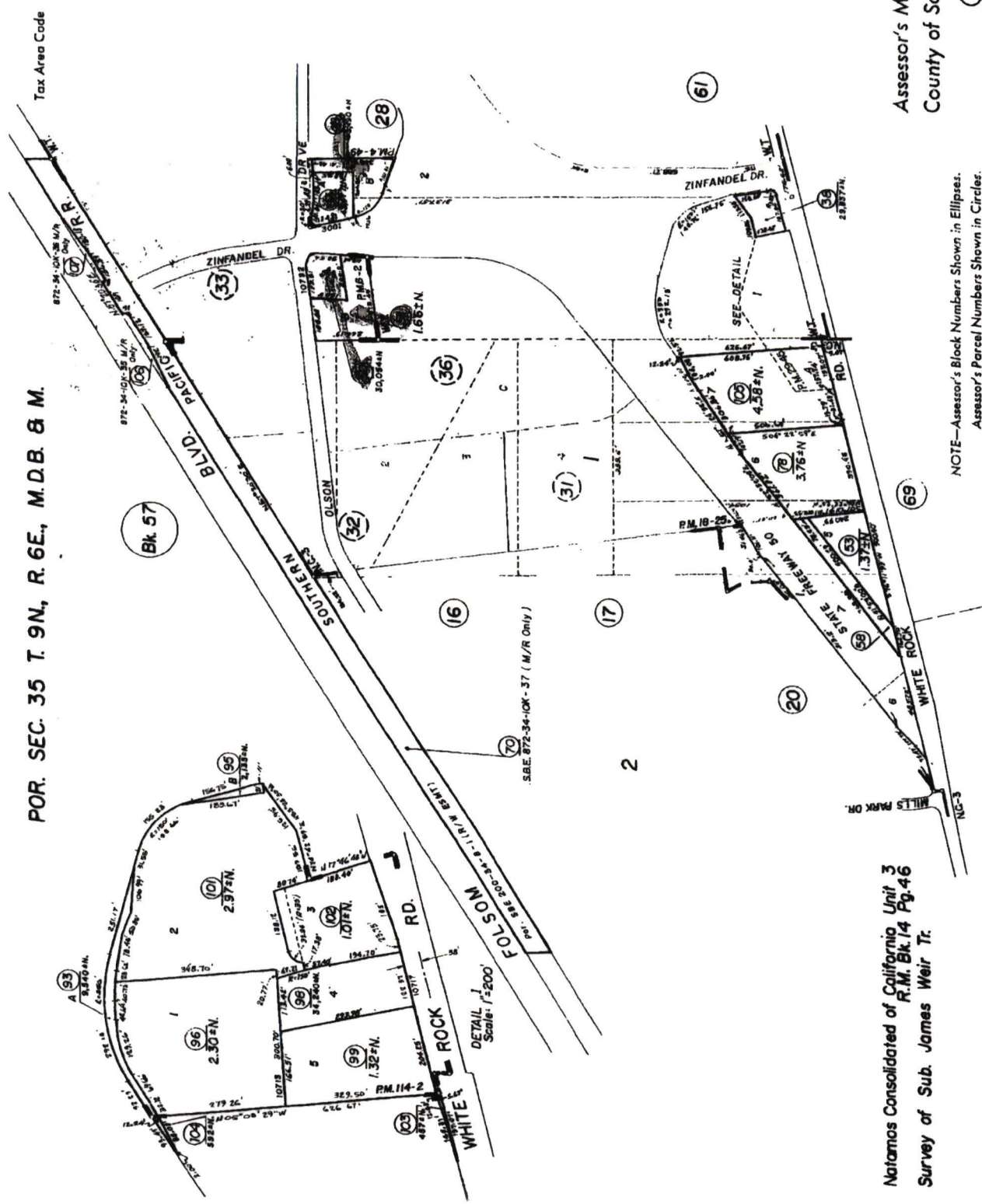
72-21

ATTACHMENT 4

Assessor's Map Bk. 72 -Pg. 21
County of Sacramento, Calif.

JUN 13 2002

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.



Natamos Consolidated of California, Unit 3
R.M. Bk. 14 Pg. 46
Survey of Sub. James Weir Tr.

POR. SEC'S 25, 26, 35, 8, 36, T. 9N, R. 6E, M.D.B. & M.

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

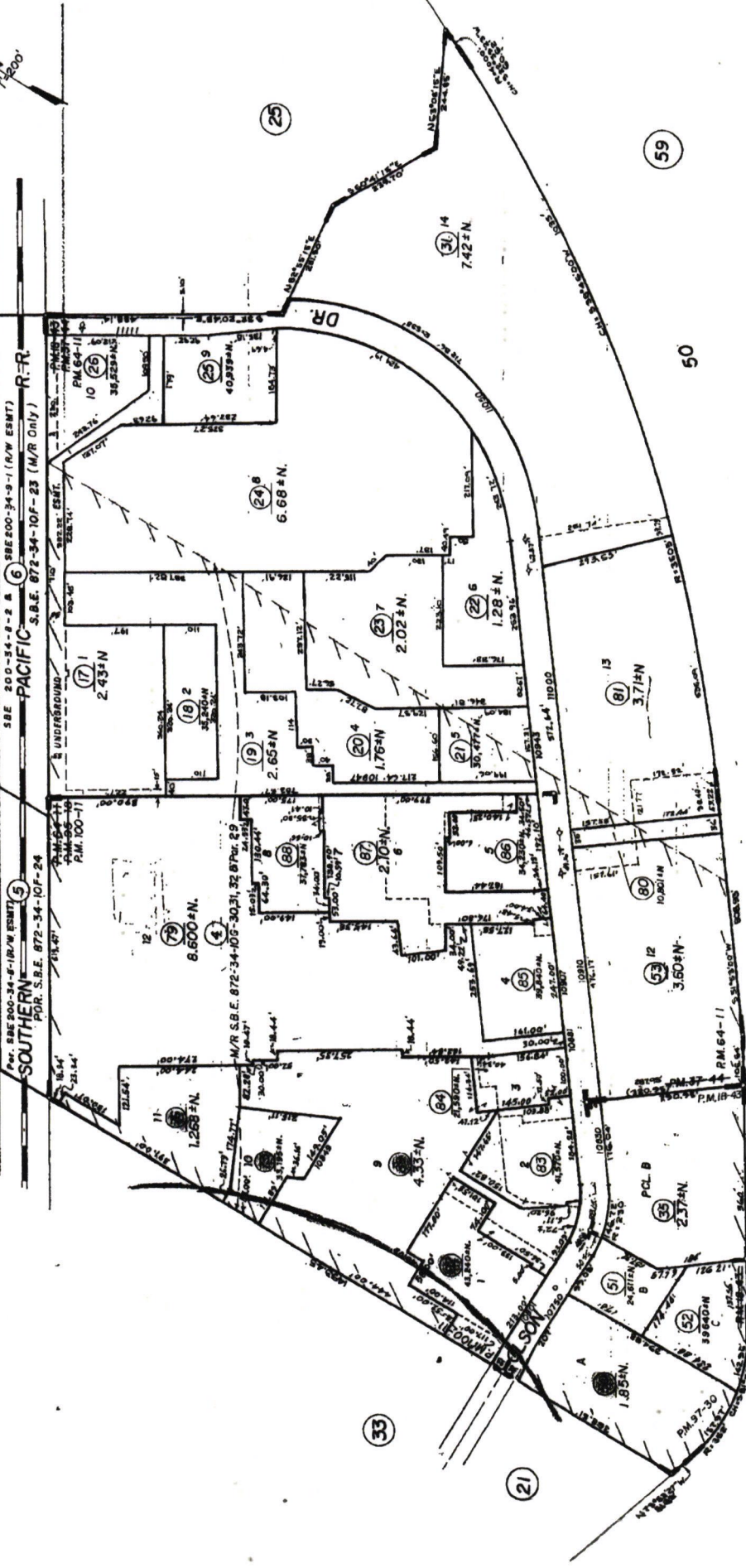
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Bk. 57

FOLSOM

BLVD.

Bk. 58



U. S.

STATE

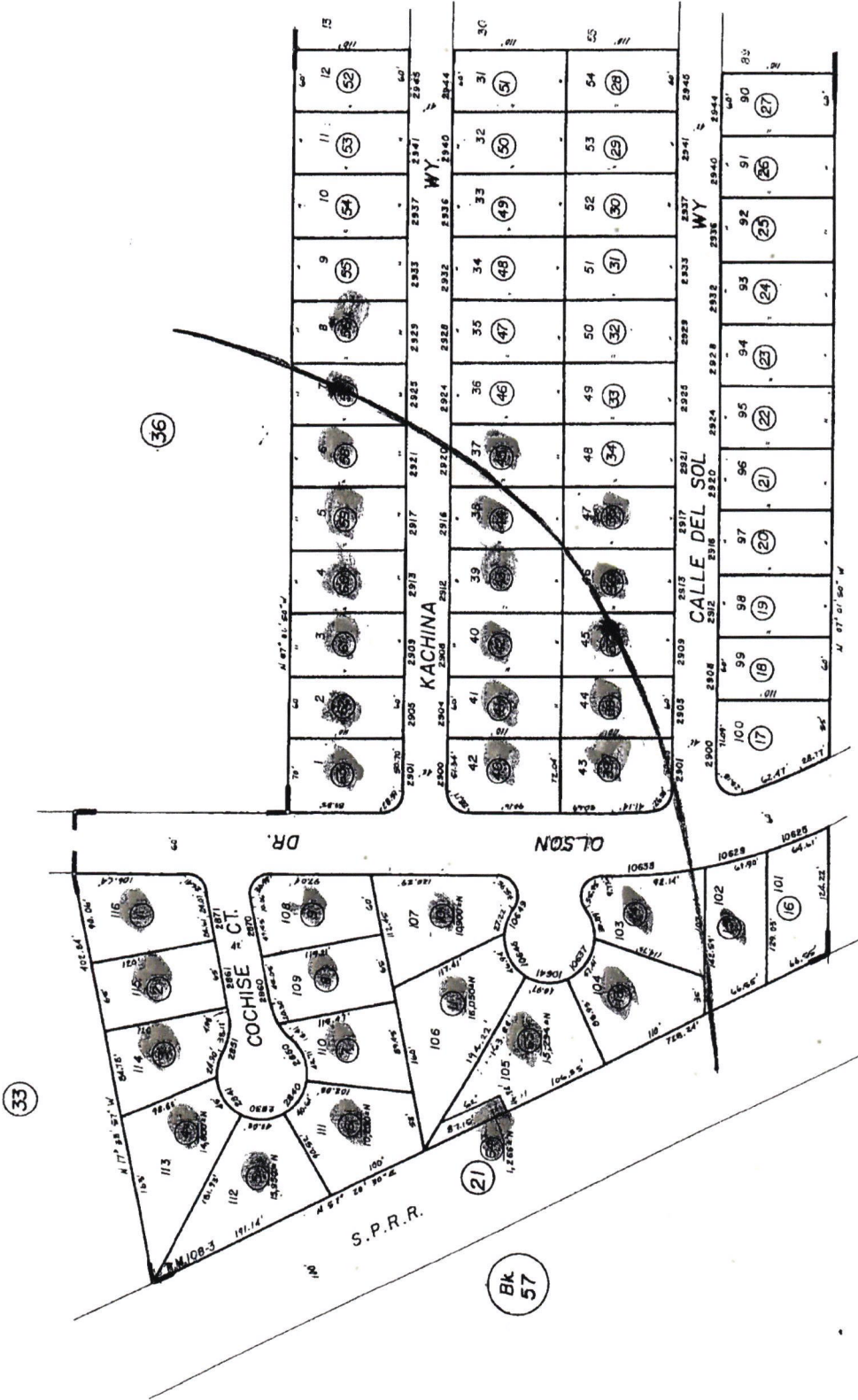
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ATTACHMENT 4

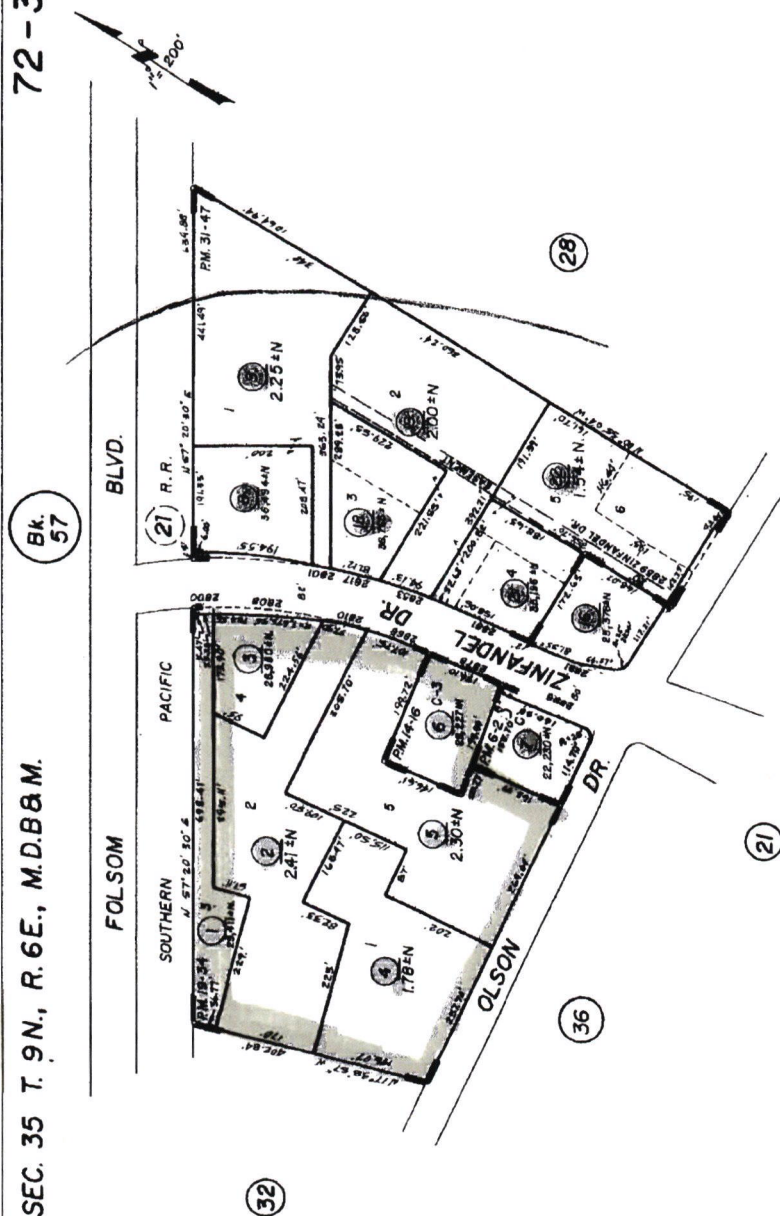
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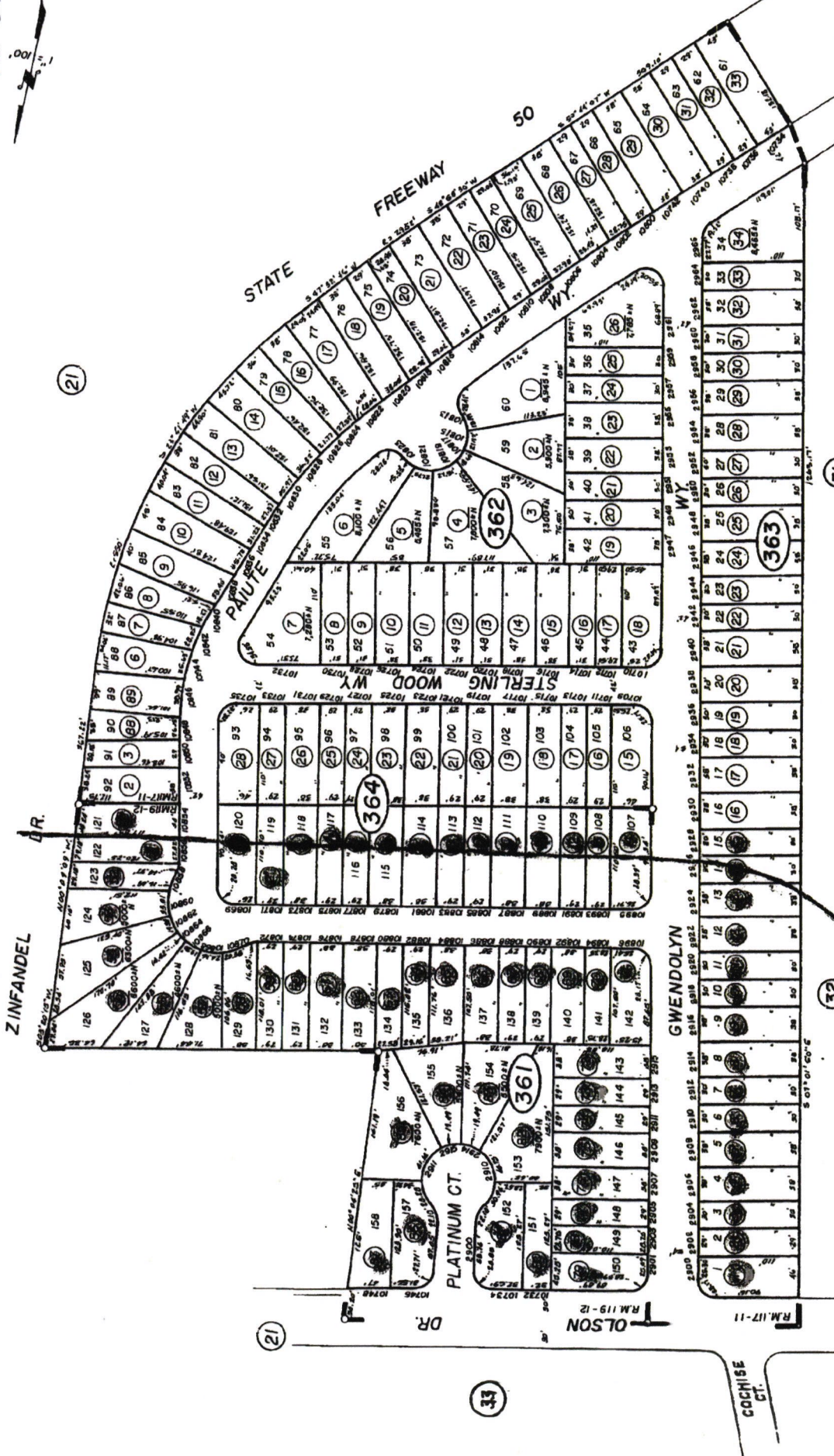
Assessor's Map Bk. 072, Pg. 28
County of Sacramento, Calif.

Rancho Cordova Town Center, P.M. Bk. 100, Pg. 11 (6-24-87)



FEB 07 2002





Zinfandel Woods Unit No. 2, R.M. Bk. 119 Pg. 12 (4-4-78)
Zinfandel Woods, R.M. Bk. 117 Pg. 11 (12-17-77)

Assessor's Map Bk. 72, Pg. 36
County of Sacramento, Calif.

MEMORANDUM



DATE: February 4, 2008

TO: Mayor and Council Members

FROM: Stephanie Snyder, Alexandra Miller
City Manager's Office

SUBJECT: FEDERAL APPROPRIATIONS REQUESTS AND LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2009 (FY09)

RECOMMENDATION

Provide direction to staff for FY 09 appropriations requests, and establish a platform for discussions with legislators during the National League of Cities Congressional Conference, March 8 - 12, 2008; also, receive update on City's Legislative Program and provide direction about the 2008 program.

RESULT OF RECOMMENDED ACTION

The recommended actions will authorize submission of at least two requests for federal funding for projects consistent with the Council's and community's priorities, and provide topics for discussions that the Mayor and Council members may hold with congressional representatives during the March conference in Washington, D.C. Staff will also proceed with recommended changes and actions for the City's legislative program.

BACKGROUND

Annually, the City has an opportunity to submit requests for federal funding through the offices of our local elected representatives in Washington, D.C. Both of Rancho Cordova's Congressional representatives have issued guidelines for requests for the upcoming appropriations request cycle for FY09 due in mid-February.

In the past, the City was successful in efforts to receive federal funding on projects such as Folsom Boulevard enhancements (\$6,600,000), funding for the Senior Center expansion (\$200,000), and White Rock Park Revitalization (\$147,000).

In light of changes to the appropriations process over the past year, appropriations requests need to be well developed, sharply focused, and resonate with benefits that are readily seen by an audience at the federal level, i.e. a clear federal nexus. The

City's final appropriations packet should reflect both the opportunities and the challenges of the next Congress.

With this in mind, staff is recommending submission of three projects, all related to the City's goal of improving transportation and connectivity:

1. Extension of International Drive and Bridge Over the Folsom South Canal
2. Preliminary Engineering and Environmental for a Light Rail Elevated Crossing
3. Pedestrian Promenade – Design Phase of the Olson Drive Over Crossing

All three of the projects are currently undergoing planning. The first two projects are new to the appropriations requests and reflect important priorities for the City. The third project was also submitted during the FY07 appropriations process; however, due to a breakdown in the federal appropriations process, FY07 domestic spending bills were not considered for the FY 2008 fiscal year. The request was submitted again for the FY 08 appropriations process, but was not granted. By submitting this project once again, we show our commitment to and the importance of this project for the City.

Attachment A provides a list of questions used to evaluate projects eligible for appropriations requests and determine their readiness for submission. **Attachment B** includes the three recommended projects based on these criteria, as well as an overview of currently known potential projects on the horizon.

2008 LEGISLATIVE PROGRAM

Managing appropriations requests is just one part of the city's legislative program. The program, founded on a set of policy guidelines approved by the council in 2007, encompasses staff's monitoring of state and federal legislation of interest to the city, advocating or opposing legislation that significantly impacts the City, and serving as an information clearinghouse for legislative issues, intergovernmental grant funding and other resources. **Attachment C** shows the City's 2007 legislative priorities.

During the year, staff monitored 105 State bills and actively advocated on 14 bills by communicating our positions on legislation through letters to legislators. These actions were completed at the request of the Mayor and Council members, through the guidance of City staff, and at the request of the League of California Cities.

It is at this time that staff is also requesting feedback from the Council regarding any changes or enhancements to the 2008 legislative program and priorities. While the City's legislative program has been relatively small and handled by staff and a federal lobbyist, the Council may wish to expand the program to include additional counsel by a State legislative lobbyist, or to change the legislative priorities themselves. For this reason, staff is requesting direction from the Council so as to provide the most adequate support to the Council with regards to State and Federal legislative affairs.

ATTACHMENTS

Attachment A: FY09 Project Development Questions
Attachment B: FY09 Possible Appropriations Projects
Attachment C: 2007 Legislative Priorities

Attachment A—FY09 Project Development Questions

- Total project cost?
- What Congressional district is the project located in?
- Prior year(s) federal funding history? (What other federal funds has this project received?)
- If this project has received previous federal funds how have they been spend?
- Sources and amounts of state, local or private matching funds (if any)?
- County or Counties affected by the requested project?
- Current status of project described in this application?
- Background/justification of requested amount (project need and federal role)
- What other state and local or nonprofit organizations *support* this application?
- Provide a budget breakdown of how the requested funds will be used.
- What is the priority order of this request? (Example 2 of 9)
- How quickly will these funds be expended- What is the expected work schedule?
- Is this a one-time request- does the City anticipate requesting funding for this project again in future years?

Attachment B—Possible Appropriations Projects

Recommended for FY09

4. Extension of International Drive and Bridge Over the Folsom South Canal

Amount of request: \$2,000,000

Description: The International Drive Extension and Folsom South Canal Bridge project will construct a new six-lane extension of International Drive from Kilgore Road to Sunrise Boulevard. The project will include improvements at the intersections with Kilgore Road and Sunrise Boulevard, bicycle and pedestrian facilities, and a bridge over the Folsom South Canal. A major obstacle for the road extension is the US Bureau of Reclamation's Folsom South Canal. The waterway creates a barrier that cuts the City in half from north to south. Federal funds are requested as mitigation to this federally-owned obstruction that restricts access to job centers, education, shopping, and public transit.

Congressional District: 3 (Lungren)

5. Preliminary Engineering and Environmental for a Light Rail Elevated Crossing

Amount of request: \$2,000,000

Light Rail service is a great asset to the City of Rancho Cordova; however, it significantly increases the traffic delays experienced at the intersection of Folsom Boulevard and Mather Field Road. Those delays occur about every 7.5 minutes, and create a backup which affects traffic for some time after the train has passed.

Building a structure to elevate Light Rail over Mather Field Road at Folsom Boulevard will alleviate the traffic congestion caused by Light Rail, and create safer operational pathways for both Light Rail Vehicles and automobiles. The creation of a grade separation for Light Rail at this intersection is also an integral component of the Folsom Boulevard Complete Streets project.

Congressional District: 5 (Matsui)

6. Pedestrian Promenade – Design Phase of the Olson Drive Over Crossing

Amount of request: \$2,000,000

Description: A new bicycle and pedestrian crossing over Highway 50 to improve public safety and connectivity for the transportation needs of the community. The bridge has been identified as "The Promenade" and will connect office parks and future residents south of Highway 50 with the City's commercial core on the north

side of Highway 50, effectively linking more than 25,000 jobs with light rail and retail services.

Congressional District: 3 (Lungren)

Future Potential Projects

- Folsom Boulevard underground utilities (Public Works lead)
- Emergency Operations Center at police facilities (City Manager lead)
- Photo enforcement on Folsom Blvd (RCPD lead)
- Medium power radio as part of regional emergency preparedness (RCPD lead)
- Senior or "green" affordable housing project (Economic Development/Housing lead)
- Fingerprint identification units for patrol cars, including citywide wireless infrastructure (RCPD lead)
- Rancho Cordova neighborhood shuttle system (Public Works lead)

Attachment C

City of Rancho Cordova 2007 Legislative Priorities

The 2007 Statement of Priorities was adopted to authorize the City's active participation to influence Federal and State decision-making on legislation and budget issues. It also guides City staff and contract lobbyists in creating Federal appropriations requests for each Federal fiscal year. Using this document as a guide, the City will take positions on specific legislation and amendments and craft its appropriations requests. The Mayor will sign legislative letters based on the City's identified interests; additionally, Council Members may be actively involved in advocacy efforts.

Priorities are stated broadly in order to provide the flexibility needed to respond in a timely way to the rapid changes inherent in the Federal and State legislative process. This document should also serve as a guide to assist staff in identifying specific bills that are important to the City and in determining City interest in each. The legislative programs of the League of California Cities, the California Municipal Utilities Association and other agencies may also influence City activities with common interests.

Generally, the City will evaluate legislative based on the following broad criteria:

- Protection of local revenues
- Protection/increase of local government discretion
- Protection/increase of funding for specific programs or services (ie CDBG)
- Support of key programmatic goals
- Preventing unfunded mandates
- Are consistent with existing City policy
- Have a direct impact upon the City

In addition, the City will evaluate legislation and pursue funding based on the following specific policy areas:

Subject	Related Citywide Goals	Summary	Examples
Transportation/Infrastructure	Improve Transportation and Connectivity Ensure the Availability of the Best Public Services in the Region Practice Sound Fiscal Management	The City supports additional funding for local transportation and other critical unmet infrastructure needs. The City opposes legislation that would reduce the ability of growing communities to address transportation and infrastructure needs with adequate funding (from diversified sources) and with as much flexibility as possible.	Pursue Federal funding for various transportation and infrastructure projects, including the Promenade (Olson Drive Pedestrian Overcrossing), Traffic Operations Center, and Street Car Project Monitor funding opportunities at the Federal, State, and regional levels and pursue funds based on project status and needs; support legislative measures that enhance funding opportunities for local transportation and infrastructure projects. Pursue opportunities for improvement/development of Folsom South Canal
Economic Development	Establish a vibrant downtown Drive diverse economic opportunities Improve the Quality of Housing in Rancho Cordova	The City supports legislation that will provide tangible and productive tools and incentives to local governments to support job creation, retention, and expansion. The City opposes legislation that adversely impacts the ability of communities to attract and retain jobs.	Pursue funding for Folsom Boulevard improvements, elderly housing, and affordable housing. Pursue funding opportunities for the Strong Neighborhoods Initiative. Purchase the Rancho Cordova Neighborhood Center. Monitor grant opportunities to support economic development and redevelopment goals. Monitor legislation that could impact the City's ability to complete its Redevelopment Project Area goals. Monitor and support legislation/regulations that make the federal HOME program more flexible Identify eligible projects for HUD HOME and Economic

Subject	Related Citywide Goals	Summary	Examples
			Development Initiative (EDI) funding
Planning	Sustain a Livable Community Establish (logical) City Boundaries	The City supports legislation that enhances local control and discretion and maintains the City's legal authority to provide essential services. This includes support for legislation that enhances local land use authority. The City opposes legislation that may erode its local land use authority, now or in the future.	Monitor legislation that could impact the City's ability to implement its General Plan or other goals. Support funding for improvements to environmental assets, such as Clifton's Drain and the American River Parkway. Continue to work with Sacramento County and City of Sacramento for the implementation of an American River Parkway JPA.
Parks & Recreation	Ensure the Availability of the Best Public Services in the Region	The City supports legislation that increases funding for parks and infrastructure	Support the Cordova Recreation and Parks District when needed for grant applications, legislation, etc.

2007

NOTE: PROPOSED REGULAR CITY COUNCIL MEETING DATES ARE SCHEDULED ON THE 1ST AND 3RD MONDAY'S OF EACH MONTH, UNLESS WHEN FALLING ON A HOLIDAY, THE MEETING WILL BE SCHEDULED ON THE FOLLOWING TUESDAY (THESE DATES ARE SHADED GREY AND ARE SUBJECT TO CHANGE). REFER TO HOLIDAY SCHEDULES BELOW.

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JANUARY							FEBRUARY							MARCH						
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
MAY							JUNE							JULY						
		1	2	3	4	5					1	2		1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
SEPTEMBER							OCTOBER							NOVEMBER						
						1		1	2	3	4	5	6				1	2	3	
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				

NEW YEAR'S DAY (MON, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 15)
PRESIDENT'S DAY (MON, FEB 19)
MEMORIAL DAY (MON, MAY 28)

2007 HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (WED, JUL 4)
LABOR DAY (MON, SEP 3)
VETERAN'S DAY (MON, NOV 12)
THANKSGIVING DAY (THUR, NOV 22)

DAY AFTER THANKSGIVING (FRI, NOV 23)
CHRISTMAS EVE (MON, DEC 24)
CHRISTMAS DAY (TUE, DEC 25)

2008

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
JANUARY							FEBRUARY							MARCH						
		1	2	3	4	5						1	2	2	3	4	5	6	7	8
6	7	8	9	10	11	12	3	4	5	6	7	8	9	9	10	11	12	13	14	15
13	14	15	16	17	18	19	10	11	12	13	14	15	16	16	17	18	19	20	21	22
20	21	22	23	24	25	26	17	18	19	20	21	22	23	23	24	25	26	27	28	29
27	28	29	30	31			24	25	26	27	28	29		30	31					
MAY							JUNE							JULY						
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
SEPTEMBER							OCTOBER							NOVEMBER						
	1	2	3	4	5	6				1	2	3	4	2	3	4	5	6	7	8
7	8	9	10	11	12	13	5	6	7	8	9	10	11	9	10	11	12	13	14	15
14	15	16	17	18	19	20	12	13	14	15	16	17	18	16	17	18	19	20	21	22
21	22	23	24	25	26	27	19	20	21	22	23	24	25	23	24	25	26	27	28	29
28	29	30					26	27	28	29	30	31		30						
DECEMBER							JANUARY							FEBRUARY						

NEW YEAR'S DAY (TUES, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 21)
PRESIDENT'S DAY (MON, FEB 18)
MEMORIAL DAY (MON, MAY 26)

2008 HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (FRI, JUL 4)
LABOR DAY (MON, SEP 1)
VETERAN'S DAY (TUES, NOV 11)
THANKSGIVING DAY (THUR, NOV 27)

DAY AFTER THANKSGIVING (FRI, NOV 28)
CHRISTMAS EVE (WED, DEC 24)
CHRISTMAS DAY (THURS, DEC 25)

2009

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
JANUARY							FEBRUARY							MARCH						
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
MAY							JUNE							JULY						
				1	2		1	2	3	4	5	6				1	2	3	4	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				
SEPTEMBER							OCTOBER							NOVEMBER						
		1	2	3	4	5				1	2	3		1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
DECEMBER							JANUARY							FEBRUARY						

NEW YEAR'S DAY (THURS, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 19)
PRESIDENT'S DAY (MON, FEB 16)
MEMORIAL DAY (MON, MAY 25)

2009 PROPOSED HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (FRI, JUL 3 [OBSERVED?])
LABOR DAY (MON, SEP 7)
VETERAN'S DAY (WED, NOV 11)
THANKSGIVING DAY (THUR, NOV 26)

DAY AFTER THANKSGIVING (FRI, NOV 27)
CHRISTMAS EVE (THURS, DEC 24)
CHRISTMAS DAY (FRI, DEC 25)

January 2008 Storm Update



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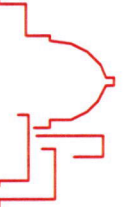
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Storm Comparisons

	January 2008	January 2006	June 1998	November 1998
Wind Gusts (MPH)	70	51	48	54
Customer Sustained Outages	150,000 (At Storm Peak)	73,830	58,481	129,000
Number of Outages	960 (Includes services)	343 (Includes Services)	251	299
Wire Downs (Primary, Secondary)	230	61	277	222
Pole Replacements	77	37	7	25
Minor Repairs	490	45	42	11
Vegetation Management	200	92	340	144

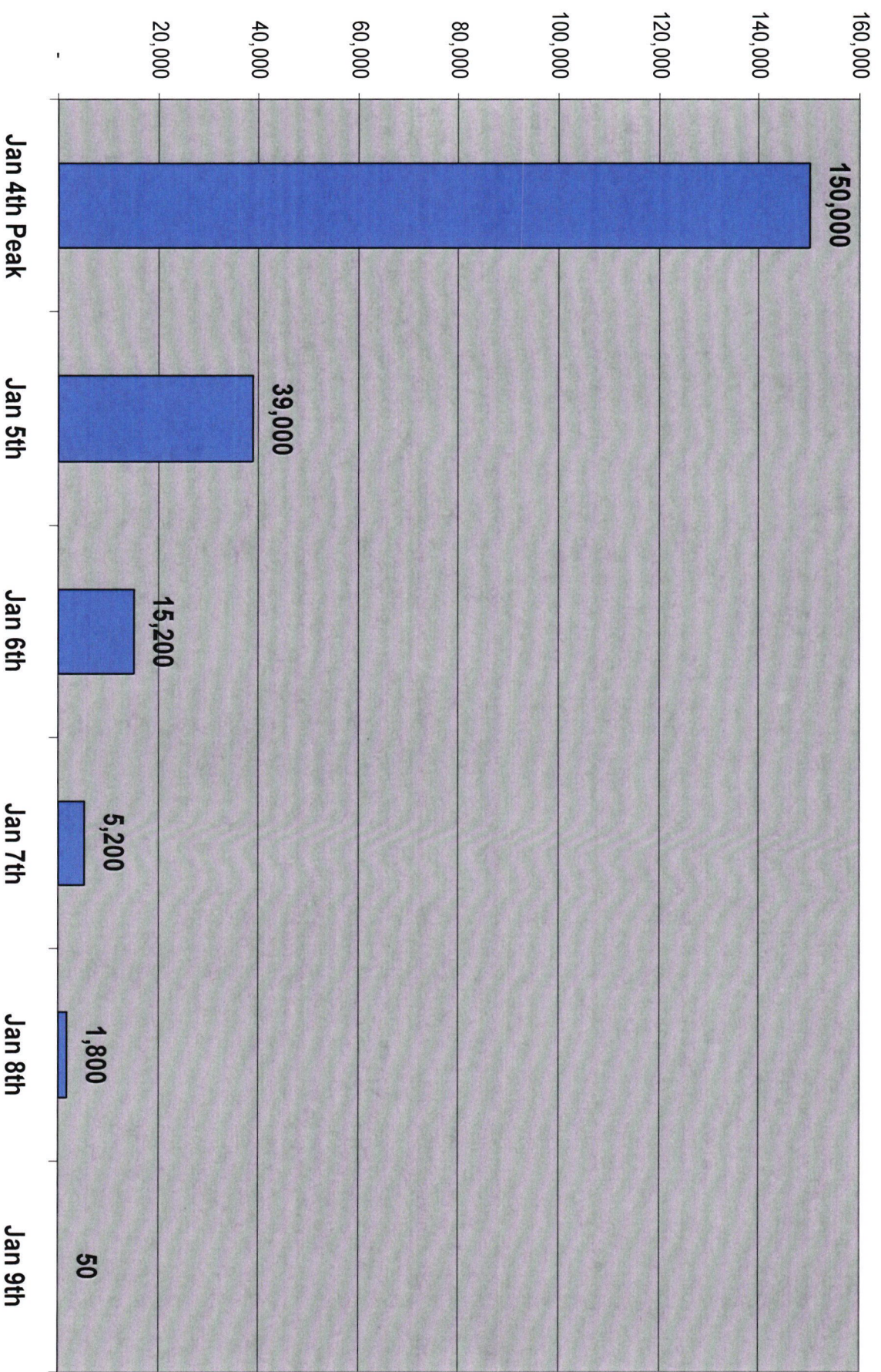


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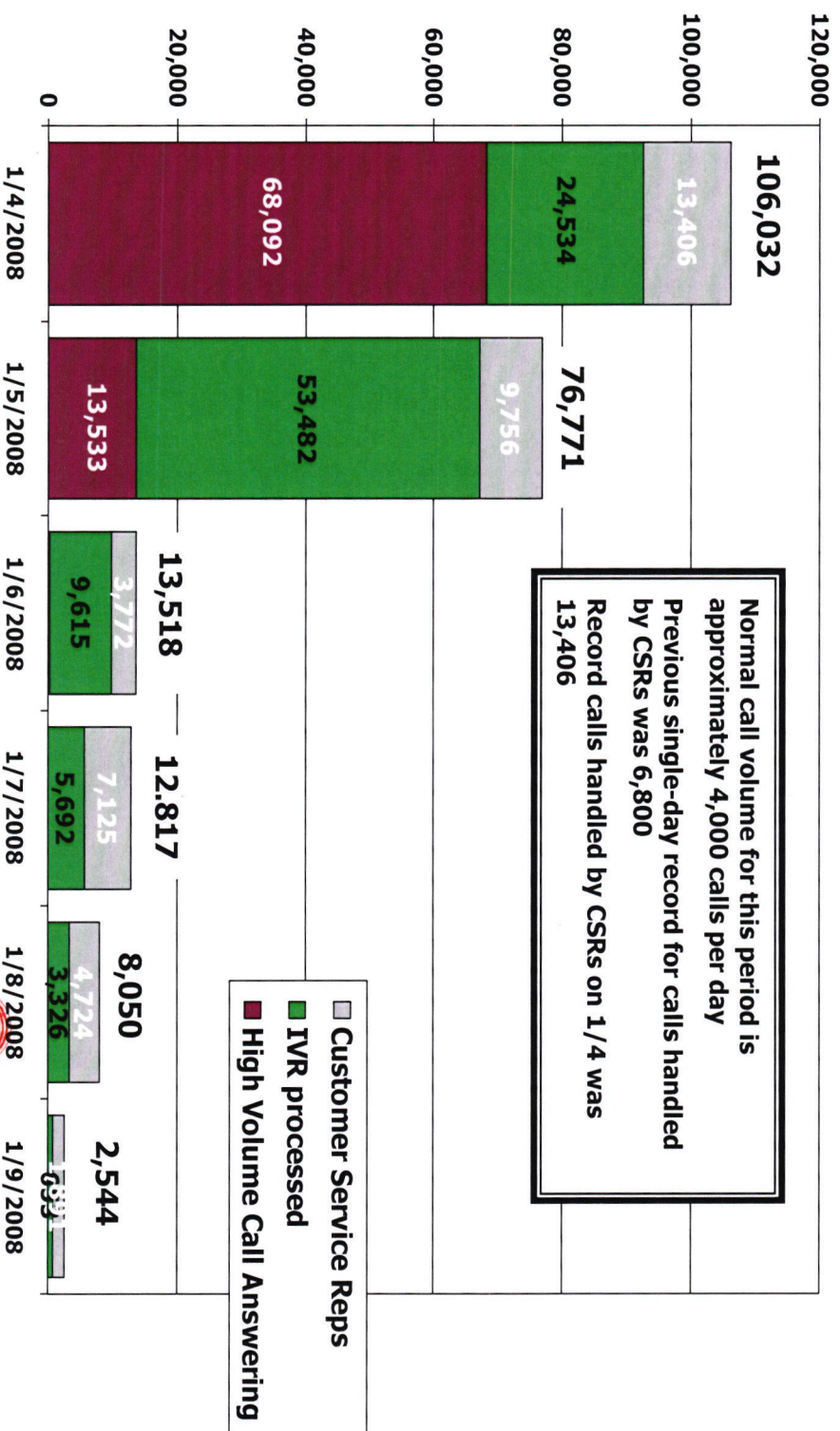
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Customer Restoration



Calls Handled by Type



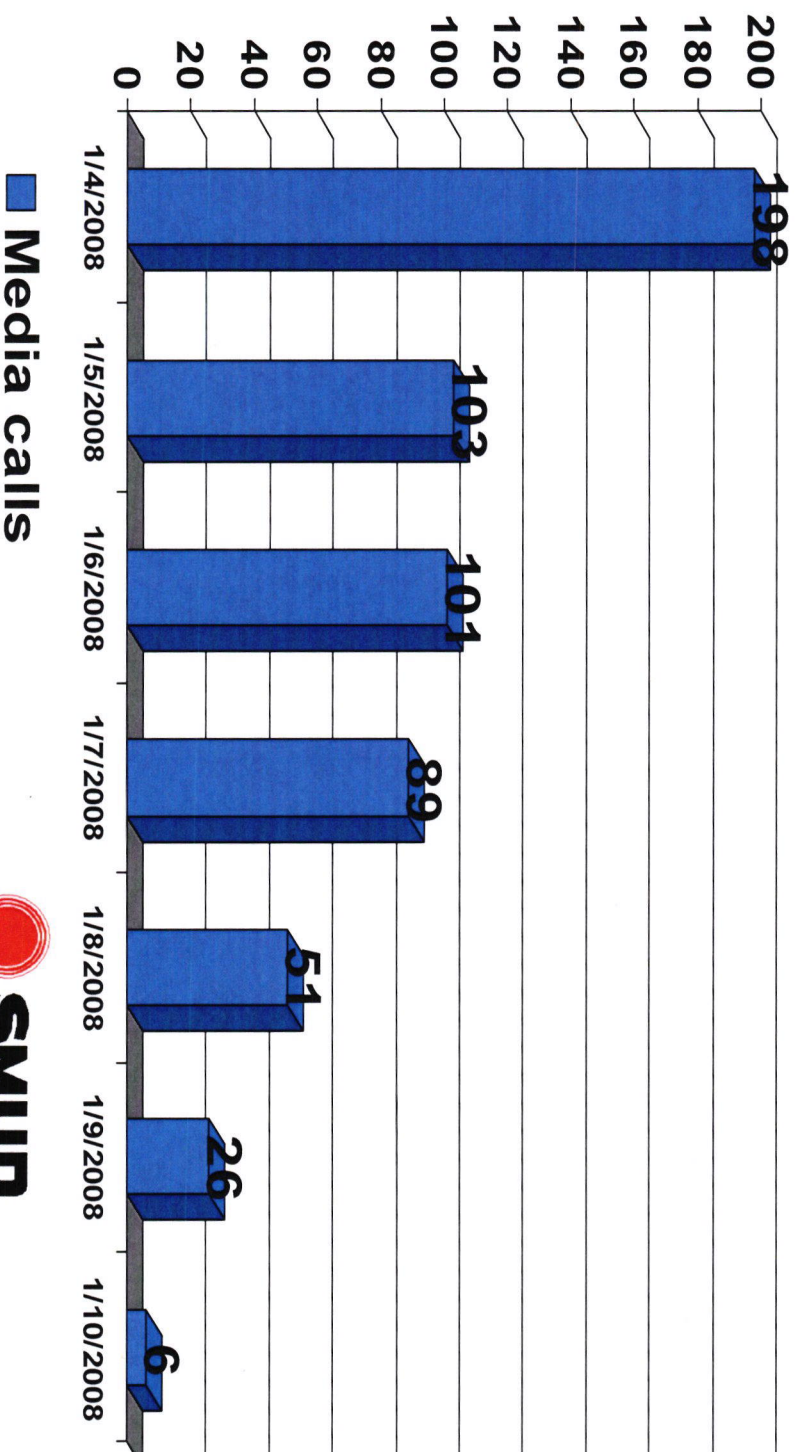
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Media

- 581 contacts with print ad electronic media from January 2 through January 10



■ Media calls



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Web updates

- 40 updates of SMUD.org
- 38,520 visitors, 160,222 page views
 - 18,353 outage page
 - 4,890 storm prep views
 - 1,100 storm prep video views
- Increase of 30,000 outage page views over normal



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Resources

- SMUD Line Crews
- Service Crews
- WAPA Line Crew
- Roseville Electric Crews
- MID Crews
- Contract Line Crews
- DS Operators
- Troubleshooters
- Maintain Safe staff
- Contact Center
- Media
- Designers
- Engineers
- Materials
- Fleet
- PSES
- Support staff



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