

CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC

Monday, November 2, 2009

5:30 p.m. – Regular Meeting



Dan Skoglund, Mayor

Ken Cooley, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Linda Budge, Council Member

2009

NOTE: PROPOSED REGULAR CITY COUNCIL MEETING DATES ARE SCHEDULED ON THE 1ST AND 3RD MONDAYS 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.

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
JANUARY							FEBRUARY							MARCH						
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
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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)

2010

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NEW YEAR'S DAY (FRI, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 18)
PRESIDENT'S DAY (MON, FEB 15)
MEMORIAL DAY (MON, MAY 31)

2010 PROPOSED HOLIDAY SCHEDULE – CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (SUN, JUL 4)
LABOR DAY (MON, SEP 6)
VETERAN'S DAY (THUR, NOV 11)
THANKSGIVING DAY (THUR, NOV 25)
DAY AFTER THANKSGIVING (FRI, NOV 26)
CHRISTMAS EVE (FRI, DEC 24)
CHRISTMAS DAY (SAT, DEC 25)

2011

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18	19	20	21	22	23	24	23	24	25	26	27	28	29	20	21	22	23	24	25	26
25	26	27	28	29	30		30	31						27	28	29	30			

NEW YEAR'S DAY (SAT, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 17)
PRESIDENT'S DAY (MON, FEB 21)
MEMORIAL DAY (MON, MAY 30)

2011 PROPOSED HOLIDAY SCHEDULE – CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (MON, JUL 4)
LABOR DAY (MON, SEP 5)
VETERAN'S DAY (FRI, NOV 11)
THANKSGIVING DAY (THUR, NOV 24)
DAY AFTER THANKSGIVING (FRI, NOV 25)
CHRISTMAS EVE (SAT, DEC 24)
CHRISTMAS DAY (SUN, DEC 25)



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 2, 2009

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

AGENDA

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk 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

Tim Layfield, First Covenant Church, will give the invocation.

5. PRESENTATIONS

NONE

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes:
a) Special and Regular Meeting Minutes of October 19, 2009; and
b) Special Meeting Minutes of October 27, 2009
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Ordinance Amending Section 4.22.155(a) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom May Operate or Maintain Within the City from Nine to Thirteen
Recommendation: Waive second reading and adopt Ordinance No. 21-2009. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this Ordinance will amend Section 4.22.115(a) of the Rancho Cordova Municipal Code. The ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from nine (9) card tables to a maximum of thirteen (13) card tables. If table demands meet the operators projections, the increase will generate at least twelve thousand dollars (\$12,000) in additional revenue for the City annually.
Staff Report: Ted Gaebler, City Manager's Office and Adam U. Lindgren, City Attorney's Office
Advances Goals: 11
- 8.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract No. 70-2009 with Contract Sweeping Services for Street Sweeping Services.
Recommendation: Adopt Resolution No. 75-2009.
Result of Recommended Action: Adoption of this resolution will allow the City Manager to execute a contract with Contract Sweeping Services for street sweeping services.
Staff Report: Cyrus Abhar and Steve Harriman, Public Works Department
Advances Goals: 1, 4, and 8
- 8.4 **Subject:** Resolution Authorizing the City Manager to Execute a Purchase Agreement with RFS Electronics for Property Located at 2880 Gold Tailing Court
Recommendation: Adopt Resolution No. 108-2009.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a purchase agreement with RFS Electronics to purchase property located at 2880 Gold Tailings Court adjacent to City-owned property at 2897 Kilgore Road.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 4, 6, and 11
- 8.5 **Subject:** Resolution Approving the Substitution of Developer for the Subdivision Improvement Agreement Related to Subdivision No. RC-03-001.02A Sunridge Park Village No. 2A and Authorizing the City Manager to Execute a New Development Agreement with Denver Pacific Limited Partnership, a California Limited Partnership
Recommendation: Adopt Resolution No. 109-2009.
Result of Recommended Action: Adoption of this resolution will transfer development agreement obligations from Sunridge Park Limited Partnership, a California Limited Partnership to Denver Pacific Limited Partnership, a California Limited Partnership.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 11

- 8.6 **Subject:** Sphere of Influence Annexation – Adoption of Resolution Authorizing the City Manager to Execute an Agreement Between the City of Rancho Cordova and the County of Sacramento Regarding Regional Housing Needs Allocation Upon Annexation
Recommendation: Adopt Resolution No. 142-2009.
Result of Recommended Action: Adoption of this resolution, with the County's concurrence, along with the previously executed agreements related to property tax exchange and revenue sharing will allow Sacramento Local Agency Formation Commission (LAFCO) to move forward with processing the annexation request.
Staff Report: Joe Chinn, City Manager's Office and Adam U. Lindgren, City Attorney's Office
Advances Goals: 1, 4, 6, 7, 8, 9, 11, and 12

9. CONSENT PUBLIC HEARING ITEMS

- 9.1 **Subject:** Resolution Approving Design Review for Mather Office Campus Building B (Project No. RC-08-368) Located on the North Side of Peter A. McCuen Boulevard, West of Schriever Avenue
Recommendation: That Council:
a) Accept the Planning Commission recommendation to find that the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project; and
b) Adopt Resolution No. 107-2009.
Result of Recommended Action: Adoption of this resolution will approve the design review and allow the applicant to construct a new, approximately 114,000 square foot office building in the Mather Field Special Planning Area (MFSPA). The project is the second of two two-story office buildings planned for this site on Peter A. McCuen Boulevard, and will continue the build-out of the MFSPA with large scale office uses.
Staff Report: Shannan Loveless, Planning Department
Advances Goals: 1
- 9.2 **Subject:** Resolution Approving Design Review for Taco Bell (Project No. DD6621) Located at 3411 Bradshaw Road
Recommendation: That Council:
c) Accept the Planning Commission recommendation to determine the project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15302, Replacement or Reconstruction; and
d) Adopt Resolution No. 106-2009.
Result of Recommended Action: Adoption of this resolution will approve design review and allow the applicant to demolish the existing Taco Bell restaurant and the subsequent reconstruction of the new restaurant in its place. The new building and landscaping will enhance the character of the Bradshaw Road vicinity.
Staff Report: Shannan Loveless, Planning Department
Advances Goals: 1

10. PUBLIC HEARING ITEMS

NONE

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Report on the Potential Winter Homeless Shelter Adjoining the Mather Community Campus at Mather Commerce Center Operated by the County of Sacramento in the City of Rancho Cordova

Recommendation:

- a) Continue to partner with the county in the possible development of a emergency winter shelter facility within the Mather Field Special Planning Area; and
- b) Consider the creation of a more effective and public forum for the discussion of issues involving City incorporated area within the County's Mather Field Special Plan Area including the formation of a Joint Powers Authority (JPA).

Result of Recommended Action: Receive direction from Council to provide to County and City staff.

Staff Report: Curt Haven, Economic Development Department and Reed Flory, Housing Services

Advances Goal: 1, 5, 6, and 7

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Rancho Cordova Police Department Update

14. ADJOURNMENT OF REGULAR MEETING

Mayor Skoglund will adjourn the regular meeting to closed session in the Community Board Room.

15. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item:

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.

16. OPEN SESSION – REPORT OUT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

17. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, 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.

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

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

UPCOMING MEETINGS	
Wednesday, November 11, 2009	VETERAN'S DAY HOLIDAY – CITY HALL CLOSED
<i>Monday, November 16, 2009</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, November 17, 2009</i>	<i>5:30 p.m. Special Meeting – CLOSED SESSION - Annual Review and Development for City Manager and Departments</i>
Wednesday, November 25, 2009	FURLOUGH DAY – CITY HALL CLOSED
Thursday & Friday, November 26 and 27, 2009	THANKSGIVING DAY HOLIDAY – CITY HALL CLOSED
<i>Monday, December 7, 2009</i>	<i>4:00 p.m. Study Session on HCP Discussions - TENTATIVE</i> <i>5:30 p.m. Regular Meeting</i>
<i>Monday, December 21, 2009</i>	<i>5:30 p.m. Regular Meeting</i>
Wednesday, December 23, 2009	FURLOUGH DAY – CITY HALL CLOSED
Thursday and Friday, December 24 & 25, 2009	CHRISTMAS HOLIDAY – CITY HALL CLOSED
Thursday, December 31, 2009	FURLOUGH DAY – CITY HALL CLOSED

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
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-9602
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9673
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 566-4000

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 and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via Granicus Video Streaming from the City's website within 48 hours of adjournment of this meeting. 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, Mindy Cuppy, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 2, 2009 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on October 29, 2009 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 29th day of October 2009 at Rancho Cordova, California.

Mindy Cuppy, City Clerk



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

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

Monday, October 19, 2009

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

**5:00 P.M. – Closed Session
Community Board Room**

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

MINUTES

A. STUDY SESSION – CALL TO ORDER / ROLL CALL

Mayor Skoglund called the study session to order in the American River North Community Room at 4:07 p.m.

Council Members Present: Budge, McGarvey, and Cooley

Council Members Absent: Sander and Mayor Skoglund

Staff Present: Gaebler, Lindgren, Chinn, Haven, Cuppy, Abhar, Junker, and Beiswenger

B. PUBLIC COMMENT

The following individuals addressed the Council:

- Melissa Gates in support of the item

C. STUDY SESSION ITEM

Subject: Folsom Boulevard Specific Plan Update

Recommendation: Council direct staff to process the draft amendments of the Folsom Boulevard Specific Plan to the Planning Commission for formal adoption.

Result of Recommended Action: The proposed amendments of the Folsom Boulevard Specific Plan will address concerns related to non-conforming uses and allow businesses to continue operating in existing commercial buildings within residentially focused areas along the corridor.

Staff Report: Jeffrey S. Beiswenger, Planning Department

ACTION: Discussion item only; no action taken.

D. ADJOURNMENT OF STUDY SESSION

Mayor Skoglund adjourned the study session to closed session in the Community Board Room at 4:55 p.m.

E. CLOSED SESSION

Council met in Closed Session to discuss the following items:

Conference with Legal Counsel – Anticipated Litigation Government Code 54956.9 (b) (one potential case).

F. ADJOURNMENT OF CLOSED SESSION

Mayor Skoglund adjourned the closed session to regular meeting in the David B. Roberts Council Chambers at 5:33 p.m.

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Skoglund called the regular meeting to order in the David B. Roberts Council Chambers at 5:38 p.m.

Council Members Present: Budge, McGarvey, Cooley, Sander (arrived at 6:01 p.m.) and Mayor Skoglund

Staff Present: Gaebler, Lindgren, Chinn, Cuppy, Lehr, Oliver, Abhar, Junker, Beiswenger, Haven, Hadley, Richeal, Simpson, Snyder, Samuelson, Blair, Silva, Behrends, and Flory

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk announced the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor called on Lee Frechette to lead the Pledge.

4. INVOCATION

Martin Mwangi, House of Glory Church, gave the invocation.

5. CLOSED SESSION REPORT

City Attorney Adam Lindgren reported there was no reportable action taken in closed session.

6. PRESENTATIONS

- 6.1 Sacramento Regional Sanitation District Director of Policy and Planning Stan Dean, reported on issues facing the Delta.

AT THIS POINT Council Member Sander joined the meeting at 6:01 p.m.

- 6.2 Cordova Community Council Executive Director Shelly Blanchard recognized 35 Members of the All America City Delegation and reported on the Quilt Project.
- 6.3 Mayor Skoglund presented a Proclamation to Scottie Moore, Founder and President of Save Our Cats and Kittens Sensibly (SOCKS) in Recognition of National Feral Cat Day on October 16, 2009.

Mayor Skoglund added Agenda Item 6.4:

- 6.4 Public Works Director Cyrus Abhar and Assistant Chief of Police Rosanne Richeal reported on updates from the October 15 storm.

7. PUBLIC COMMENT

The following individuals addressed the Council:

- Linda Kurtz regarding neighbors growing marijuana
- Conrade Mayer regarding communication with Cordova Recreation and Park District and offering the David B. Roberts Council Chambers for their Board Meetings

8. COUNCIL REPORTS

Council reported on events since the last meeting.

9. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Cooley and carried by a 5:0 roll call vote Council approved Consent Calendar.

9.1 **Subject:** Regular Meeting Minutes of October 5, 2009

Recommendation: Adopt Minutes.

9.2 **Subject:** Resolution Creating Special Tax Area Zone 16 and Ordinance Establishing a Special Tax for Transit-Related Services for the 11301 Dismantle Court Project

Recommendation: Waive second reading and introduce Ordinance No. 19-2009.

Result of Recommended Action: Adoption of this ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the 11301 Dismantle Court Project.

Staff Report: Cyrus Abhar, Public Works Department

9.3 **Subject:** Resolution Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the Seller's Proposition 1A Receivable from the State; and Directing and Authorizing Certain Other Actions in Connection Therewith

Recommendation: Adopt Resolution No. 100-2009.

Result of Recommended Action: Adoption of this resolution will allow the City to participate in the proposed Proposition 1A Securitization Program, offered through the California Statewide Communities Development Authority ("California Communities"). This program will offset the reduction in property taxes due to the emergency suspension of Proposition 1A by allowing cities and counties to borrow against the receivable, with all costs borne by the State.

Staff Report: Donna Silva, Finance Department

9.4 **Subject:** Ordinance Amending Section 4.22.155(a) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a licensed Cardroom May Operate or Maintain Within the City from Nine to Thirteen

Recommendation: Waive first reading and introduce Ordinance No. 21-2009 (**Roll Call Vote**)

Result of Recommended Action: Adoption of this Ordinance will amend Section 4.22.115(a) of the Rancho Cordova Municipal Code. The ordinance will increase the number of card tables that a licensed Cardroom may operate or maintain within the City from nine (9) card tables to a maximum of thirteen (13) card tables. If table demands meet the operators projections, the increase will generate at least twelve thousand dollars (\$12,000) in additional revenue for the City annually.

Staff Report: Ted Gaebler, City Manager's Office and Adam U. Lindgren, City Attorney's Office

9.5 **Subject:** Approval of Agreement to Process an Amendment to Allow Removal of Approximately 30 Acres of Land from the Villages of Zinfandel Development Agreement

Recommendation: Staff recommends Council authorize the City Manager to enter into a Agreement to process an amendment to allow removal of approximately 30 Acres from the Villages of Zinfandel Development Agreement.

Result of Recommended Action: Approval of this Agreement will direct staff to process an amendment to the Villages of Zinfandel Development Agreement. This action will support the potential future use of the site for an Army National Guard headquarters facility.

Staff Report: Adam U. Lindgren, City Attorney's Office

10. CONSENT PUBLIC HEARING ITEMS

NONE

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Consideration of the Planning Commission Design Review Approval of the Capital Village Fusion Townhomes, Project No. DD6590 – **CONTINUED FROM OCTOBER 5th**

Recommendation: Affirm the Planning Commission action to amend the Conditions of Approval related to the “Fusion” Design Review allowing the construction of eighteen townhome units in the Capital Village project, subject to findings, evidence, and Conditions of Approval.

Result of Recommended Action: Affirmation of the Planning Commission action will allow the applicants proposal of a modification to the previously approved Fusion Townhome designs within the Capital Village residential project. This amendment would allow the construction of three townhome buildings on eighteen parcels (lots 360-365; lots 366-371; and lots 372-377) located along Atherstone Drive north of Village Green Park in Capital Village.

Staff Report: Jeffrey S. Beiswenger, Planning Department

Mayor Skoglund opened the public comment period. The following individuals addressed the Council:

- Joel Ryan in opposition to the item and on the Villas as still an option with the following additions/recommendations:
 - Air conditioners screened
 - Match Tower Park Drive Conditions of Approval (parapet height) unless building type restricted
 - Place hood on air conditioners to muffle sound

Mayor Skoglund closed the public comment period.

ACTION: Motion by Sander second by McGarvey and carried by a 3:0 vote (Skoglund and Budge Recused) Council affirmed Planning Commission action to amend the Conditions of Approval related to the “Fusion” Design Review.

- 11.2 **Subject:** Urgency Ordinance Extending a Temporary Moratorium on the Establishment, Expansion, or Relocation of Resale Shops Pending the Review and Possible Amendment of Zoning Regulations Applicable to Such Businesses, to Become Effective Immediately, and Discussion of Possible Amendments to Zoning Code Regulations Related to Resale Shops

Recommendation: Waive reading and adopt Urgency Ordinance No. 22-2009 (**Roll Call Vote**)

Result of Recommended Action: Adoption of this Urgency Ordinance will extend a temporary moratorium prohibiting, for a period of six months, the establishment, expansion, or relocation of resale shops in Rancho Cordova. This extension is the maximum amount of time that staff anticipates that the City will need to analyze, consider, and adopt updated zoning regulations to best address new imminent threats to public safety, health, and welfare resulting from the location of resale shops.

Staff Report: Adam U. Lindgren, City Attorney's Office

Mayor Skoglund opened the public comment period. There were no speakers. Mayor Skoglund closed the public comment period.

ACTION: Motion by Budge second by McGarvey and carried by a 5:0 roll call vote Council waived reading and adopted Urgency Ordinance No. 22-2009.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Preliminary 2008-09 Fiscal Year Financial Report and 2009-10 Fiscal Status Update

Recommendation: Receive and file report.

Result of Recommended Action: Report will be received and filed.

Staff Report: Donna Silva, Finance Department

- Mayor Skoglund opened the public comment period. There were no speakers. Mayor Skoglund closed the public comment period.

ACTION: Discussion item only; no action taken.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

- Council Member Budge requested standardization of past events to be recognized at future Council meeting
- Mayor Skoglund requested more information on the Franchise Tax Board Interceptor Program and if it can be used for the Allied Waste Delinquent Fees
- Council Member Sander requested more information on the medical marijuana situation

14. CITY MANAGER'S REPORT

City Manager Ted Gaebler reported on the following:

- Honoring of Peter McCuen at a future Council meeting and dedicating a bench in his name
- Dial-in phone number to hear updates from White House Office of Inter-Governmental Affairs regarding the H1N1 flu update
- How the City of Rancho Cordova is becoming the most rapidly diversifying city in California by reaching out to citizens around the world through ongoing visits to other International cities

15. ADJOURNMENT OF REGULAR MEETING

Mayor Skoglund adjourned the regular meeting at 10:01 p.m. in honor of Bus Johnson.

Mindy Cuppy, City Clerk



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

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

Tuesday, October 27, 2009 at 5:30 p.m.

Joint Special Meeting – City Council and Planning Commission

MINUTES

WORK SESSION

Mayor Skoglund called the joint special meeting to order at 5:37 p.m.

Council Members Present: Budge, McGarvey, Sander (at 5:45 p.m.), Cooley (at 5:39 p.m.)
and Mayor Skoglund

Planning Commissioners Present: Vance, Cummings, Konarski, Savorn, Johnson, Burke, Moe
Planning Commissioners Absent: Konarski

Staff Present: Gaebler, Lindgren, Cuppy, Junker, Johns, Chinn, Abhar, Flory,
Snyder, Thomas, Santini, and Haven

Work Session Topic

1. Rio del Oro Project Overview and Discussion of Limited Entitlement

AT THIS POINT: City Council and Planning Commission took a break from 7:00 p.m. to 7:12 p.m.

ACTION: Discussion item only; no action taken.

Oral Communications

Mayor Skoglund opened the public comment period. There were no speakers.

Mayor Skoglund closed the public comment period.

ADJOURNMENT

The special meeting was adjourned at 8:49 p.m.

Mindy Cuppy, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 21-2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING MUNICIPAL CODE SECTION 4.22.115(A) OF CHAPTER 4.22 ENTITLED, "CARDROOMS," TO INCREASE THE NUMBER OF CARD TABLES THAT A LICENSED CARDROOM MAY OPERATE OR MAINTAIN WITHIN THE CITY FROM NINE TO THIRTEEN

RECITALS

WHEREAS, Section 3.1 of Contract No. 53-2009 entitled, "Revenue Agreement between the City of Rancho Cordova and Cal Pac Rancho, LLC dba Cordova Restaurant and Casino" entered into on April 29, 2009 ("Revenue Agreement") provides that the City Manager will propose that the City Council introduce an ordinance amending Section 4.22.115(A) of the Rancho Cordova Municipal Code to increase the number of card tables that a licensed cardroom may operate and maintain within the City from nine (9) to thirteen (13) prior to November 1, 2009; and

WHEREAS, adoption of this ordinance would amend Section 4.22.115(A) of the Rancho Cordova Municipal Code to increase the number of card tables that a licensed cardroom may operate and maintain within the City from nine (9) to a maximum of thirteen (13), as authorized by Section 19965 of the California Business and Professions Code; and

WHEREAS, increasing the number of card tables allowed at licensed cardrooms within the City to thirteen (13) will benefit the City by increasing revenue to the City in form of card table operating fees and revenue derived from the gross gaming revenue received by Cordova Restaurant and Casino pursuant to the terms of the Revenue Agreement.

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

Section 1. Amendment of Code. Section 4.22.115(A) of the Rancho Cordova Municipal Code entitled, "Equipment – Separation," is hereby amended to read as follows:

A. No cardroom shall maintain or operate more than thirteen card tables at any one time. Tables used during tournaments or free special events shall count toward this maximum table limit. Chairs shall be provided for all card players. No more than 12 players shall be permitted to play at any time at any one table. Authorized games shall not utilize dominoes, tiles, dice, spinning wheels, electronic player-controlled machines or any other device other than the standard decks of playing cards traditionally used for playing such games, poker chips, and the optional dealer shoes, except, to the extent such equipment is allowed by applicable state law and/or state regulations, such equipment shall also be allowed in the city.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or

phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 3. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, City Clerk

MEMORANDUM



DATE: November 2, 2009

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Steve Harriman, Integrated Waste Manager

SUBJECT: RESOLUTION NO. 75-2009 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CONTRACT SWEEPING SERVICES FOR STREET SWEEPING SERVICES

RECOMMENDATION

Adopt Resolution No. 75-2009.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 75-2009 will allow the City Manager to execute Contract No. 70-2009 with Contract Sweeping Services. The proposed contract will provide state-of-the-art street sweeping services, which is an important City function with regard to community health and cleanliness, as well as protection and maintenance of the City's storm water system which drains into the American River and the Sacramento/San Joaquin delta estuary.

BACKGROUND

On July 1, 2004, Wells Sweeping Service began providing street sweeping services in the City of Rancho Cordova. The original contract had a two-year term with an allowance for one-year extensions. In order to test the marketplace and allow other vendors to compete, a Request for Proposals (RFP) document was released by the Public Works Department on July 1, 2009. Proposals were due on August 28, 2009, and seven proposals were received. The following provides a summary of the RFP process and proposed sweeping contract:

- I. Proposal vs. Bid: The competitive process for the selection of a street sweeping contractor is a "proposal" process as opposed to a "bid" process. The primary distinction is that a "bid" implies that the low price will be awarded the contract, whereas a "proposal" allows the City flexibility to select a contractor with the best combination of qualifications, experience, and price.
- II. Cost Per Curb Mile: Street sweeping vehicles are equipped with odometers that record the number of curb miles with the sweeping brooms in operation, and the City is invoiced monthly based upon the "cost per curb mile" stipulated in the contract and the total number of curb miles swept during the month.
- III. Sweeping Frequency: The contract segregates City streets into residential streets and commercial streets. Residential streets are swept once per month from January

through October, and twice per month during the leaf-drop season in November and December. Commercial streets are swept twice per month.

- IV. Contract Term: The term of the proposed Contract No. 70-2009 will expire on December 31, 2015.
- V. Sweep Waste Transfer Site: Currently, the City uses an asphalt pad at Hagan Park for the transfer of sweep waste collected in Rancho Cordova. Under the current arrangement, sweep waste is dumped from the street sweeper onto the asphalt pad, and then periodically reloaded into open-top boxes for hauling to a landfill.

The sweep waste transfer site at Hagan Park has several drawbacks including: 1) the pad sits within the boundaries of the American River Parkway, and runoff from the sweep waste may negatively impact water quality in the American River; 2) the pad is often needed for special event parking, which creates a logistical challenge for Cordova Recreation and Park District (CRPD) and the street sweeping contractor; and 3) storage of sweep waste and debris boxes is unattractive and does not fit the character of Hagan Park. An important component of the RFP process was therefore to determine the feasibility and cost of an alternate sweep waste transfer site.

Table 1 shows the cost per curb mile prices submitted in the seven proposals received on August 28 for the "With Hagan Park Transfer Site" and "Alternate Transfer Site" options:

Table 1
Cost Summary for Street Sweeping Proposals

Contractor	<u>Cost Per Curb Mile</u>	<u>Cost Per Curb Mile</u>
	<i>With Hagan Park Transfer Site</i>	<i>Alternate Transfer Site</i>
Szeremi Sweeping Service	\$12.83 (residential) \$12.52 (commercial)	\$14.12 (residential) \$12.52 (commercial)
Contract Sweeping Services	\$15.69	\$15.69
Wells Sweeping Service <i>Proposed New Price</i>	\$18.49	\$18.49
Allied Waste Services of Sacramento	\$18.90	\$18.90
Clean Street Environmental	\$20.83	\$20.83
<i>Wells Sweeping Service Current Price</i>	\$21.38	\$21.38
Citywide Maintenance Company	\$21.39	\$21.39
Universal Building Services	\$29.98	\$29.98

VI. Staff Recommendation Summary: Staff recommends awarding the street sweeping contract to Contract Sweeping Services. The following findings are the basis for the staff recommendation:

- Facility Location: Contract Sweeping Services purchased a facility located at 3174 Luyung Drive in Rancho Cordova, which is 1.7 miles from City Hall. The facility will be used for storage and maintenance of sweepers, as well as for the direct transfer of sweep waste from the sweeper to an open top debris box. This will allow for the immediate termination of the Hagan Park transfer site upon commencement of the proposed contract, as well as for a convenient dispatch location for sweepers operating in Rancho Cordova. The low bidder, Szeremi's proposal would require the use of the Hagan Park Transfer Site for an undetermined period of time while the company searches for an alternate location in Rancho Cordova.
- Similar Municipal Experience: Contract Sweeping Services has 20 current municipal contracts for year-round sweeping of residential and commercial streets and medians (**Attachment 3**). Szeremi has no similar municipal contracts for year-round sweeping services.
- Customer Service Calls: A significant change in the proposed contract is that the contractor will handle customer service calls. The objective is to provide a more efficient and customer friendly alternative to the current system of City staff taking customer calls and forwarding messages to the Contractor. Contract Sweeping Service has a "hotline" call center with professionally trained representatives to address customer questions and complaints. A designated telephone number will be assigned for Rancho Cordova customers, and the TeleTrac (GPS) system will be used to assist with customer questions regarding the sweeper location and travel path. **Attachment 3** contains a description of the call center procedures. Szeremi customer calls would be forwarded to the cellular phone of the company owner, who would answer the calls while operating a sweeper. This system does not meet the City's standard for a customer service function.

FISCAL IMPACT

The cost of the proposed street sweeping contract, including street sweeping and call-outs for special cleanups, is approximately \$160,000 per year. Street sweeping services are funded by a \$.90 per month fee that is collected by Allied Waste on residential solid waste bills.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 75-2009, authorizing the City Manager to execute Contract No. 70-2009 with Contract Sweeping Services.

ATTACHMENTS

1. Resolution No. 75-2009 including (**Exhibit A**) Street Sweeping Contract
2. Contract Sweeping Services Municipal Contracts
3. Contract Sweeping Services Customer Service Protocol

CITY OF RANCHO CORDOVA

RESOLUTION NO. 75-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
CONTRACT SWEEPING SERVICES**

WHEREAS, the City of Rancho Cordova wishes to enter a contract (**Exhibit A**) with Contract Sweeping Services for sweeping of the City's residential and commercial streets and medians; and

WHEREAS, Public Works Staff conducted a competitive proposal process and received proposals from seven street sweeping contractors; and

WHEREAS, the proposal from Contract Sweeping Services offers the best combination of qualifications, experience, and price for the City of Rancho Cordova.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Manager is authorized to execute Contract No. 70-2009 with Contract Sweeping Services in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, City Clerk

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**AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND
CONTRACT SWEEPING SERVICES FOR STREET SWEEPING SERVICES**

This Agreement for Street Sweeping Services is made by and between the City of Rancho Cordova ("CITY") and Contract Sweeping Services ("CONTRACTOR") as of January 1, 2010.

SECTION 1. TERM OF AGREEMENT

1.01 Term. The Term of this Agreement shall be for a period beginning on the Effective Date and terminating December 31, 2015.

1.02 Extension. CITY may, in its sole and exclusive discretion, extend the end date of this Agreement beyond the term specified in Section 1.01. Any such extension shall require a written amendment to this Agreement, as provided for herein. CONTRACTOR understands and agrees that, if CITY grants such an extension, the compensation provisions of Section 6 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Section 6.

SECTION 2. DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the appropriate section of the Rancho Cordova Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

2.01 Agreement. This written document and all exhibits and amendments hereto, between CITY and CONTRACTOR, governing the provision of services as provided herein.

2.02 CITY. The CITY of Rancho Cordova, California.

2.03 CITY Representative. The person, or the person's designee(s), designated by the CITY Manager to administer and monitor the provisions of this Agreement.

2.04 Commercial Streets. Commercial Streets include larger arterial and major collectors in the Service District, as designated by the City Representative. Commercial Streets shall be swept twice per month between the hours of 10:00 p.m. and 6:00 a.m. on designated sweeping days. Commercial Streets are shown on the map included as Exhibit 4.

2.05 CONTRACTOR. (To be completed)

2.06 Curb Mile. The distance of one mile along one side of a street as measured by the CITY along the center line of the street. Distances along Median Islands are considered Curb Miles.

2.07 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time.

2.08 Initial Agreement Year. The period from the date of execution of this Agreement through June 30th 2010.

2.09 Median Island. A dividing area, normally at curb height, between opposing directions of traffic not normally located along streets.

2.10 Residential Street. Residential Streets include smaller local or neighborhood streets within the Service District, as designated by the CITY Representative. Residential Streets shall be swept between the hours of 6:00 a.m. and 4:00 p.m. on designated sweeping days. Residential Streets shall be swept once per month from January through October, and twice per month in November and December, or as directed by the City Representative. Residential Streets are shown on the map included as Exhibit 4.

2.11 Street Sweeping Service. The sweeping of Residential Streets and Commercial Streets, and the transportation and disposal of Sweep Waste.

2.12 Service District. That area within the corporate limits of the City of Rancho Cordova.

2.13 Sweep Waste. The accumulated waste materials generated as a result of performing Street Sweeping Services. Sweep Waste includes, but is not limited to, deposits of loose dirt, rocks, glass, cans, small debris, leaves, sticks, papers, yard trimmings residue or any like materials that can be removed by Street Sweeping operations.

2.14 Sweeper Route. A daily path or itinerary followed by a sweeper that has been clearly divided into Residential and Commercial sections.

2.15 Traffic Island. Islands, some of which have handicapped access cut-outs, which are usually found at street intersections whose primary function is to protect and aid pedestrians from vehicles.

2.16 Work Day. Any day, Monday through Friday, that is not designated a holiday pursuant to Section 3.08 of this Agreement and any Saturday on which collection occurs because of the holiday schedule adjustment described in Section 3.08.

SECTION 3. SERVICES

3.01 General. Beginning September 1, 2009 and continuing until the expiration or termination of this Agreement, CONTRACTOR shall provide Street Sweeping Services in the Service District in accordance with the terms and conditions of this Agreement.

3.02 Transition. CONTRACTOR understands and agrees that the time between the Effective Date and September 1, 2009, is intended to provide CONTRACTOR with sufficient time to, among other things, order equipment, prepare necessary routing, obtain permits and licenses, and integrate other changes as specified in this Agreement. CONTRACTOR shall be responsible for the provision of all Street Sweeping Service in the Service District beginning September 1, 2009.

3.03 Grant of Exclusive Agreement. Except as otherwise provided in this Agreement, CONTRACTOR is herein granted an exclusive Agreement to provide Street Sweeping Service on all Residential Streets and Commercial Streets in the Service District.

3.04 Street Sweeping Service.

3.04.1 Manner of Service. CONTRACTOR shall provide a complete sweep of all Curb Miles on all Residential Streets and Commercial Streets located within the Service District. Within any Curb Mile, CONTRACTOR shall be responsible for sweeping all curbs including Median Islands, traffic calming islands and the corners from any cross street intersecting the subject street. Street Sweeping Services shall be performed in a manner such that all Sweep Waste is properly removed from all swept areas, including intersections, so that the street is in a clean condition. A clean condition is defined as the absence of Sweep Waste in the streets and gutters upon the completion of the sweeping operation in a manner that is consistent with industry standards and best management practices. To the extent needed to properly remove Sweep Waste, CONTRACTOR shall make multiple passes, or as necessary provide hand sweeping or vacuuming services. Compensation for multiple passes, or hand sweeping or vacuuming services provided by CONTRACTOR, shall be considered as included in the CONTRACTOR'S Curb Mile compensation and no additional or separate payment shall be made.

3.04.1.1 CONTRACTOR shall obey all laws governing the operation of the street sweepers on a public street, and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

3.04.2 Vehicles. In the event that CONTRACTOR'S operations are impeded by parked vehicles, CONTRACTOR shall bypass said parked vehicles. In such instances, the bypassed areas shall be considered as swept Curb Miles for purposes of calculating compensation.

3.04.3 Call Backs. Whenever, in the sole opinion of the CITY Representative, a section of street is inadequately swept such that all Sweep Waste has not been properly removed as required by Section 3.04.1, CONTRACTOR shall re-sweep the section in question within twenty-four (24) hours of receipt of verbal or written notification from the CITY Representative at no charge to the City.

3.04.4 Water. CONTRACTOR shall obtain water services from the appropriate water utility companies for the water necessary in the street sweeping operation. The cost of the water shall be borne by CONTRACTOR. The proper volume and pressure shall be supplied by the sweeper at all times for adequate dust control during the sweeping operation. CITY may direct CONTRACTOR to use reclaimed or recycled water due to increased availability of reclaimed water.

3.04.5 Sweeper Speed. CONTRACTOR shall operate the sweepers at a speed of not more than six (6) to ten (10) miles per hour when sweeping or when the sweeper brooms are down. CITY will use industry standards, Environmental Protection Agency information, and

the sweeper manufacturer's recommendation on the speed of sweepers when considering speeds greater than ten (10) miles per hour.

3.04.6 Width of Sweeper Path. CONTRACTOR shall sweep a path, with all brooms down, with a width of not less than nine (9) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars, refuse, recycling or green waste carts, the face of the curb and gutter shall always be included within the sweeper path. On those streets with no curb, the width of the sweeper path shall be not less than nine (9) feet measured from the edge of the pavement toward the center of the street.

3.04.7 Intersections. At all intersections, where debris has accumulated forming "invisible" islands, extra sweeper passes must be made to eliminate debris accumulation.

3.04.8 Frequency and Day of Service. CONTRACTOR shall provide Street Sweeping Service for each Curb Mile in the Service District once every month to Residential Streets during the months of January through October, and twice every month during November and December. CONTRACTOR shall provide Street Sweeping Service for each Curb Mile in the Service District twice every month to Commercial Streets. However, in those instances where the scheduled Street Sweeping Service day falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in Section 3.08.

3.04.9 Hours and Days of Service. CONTRACTOR shall provide Street Sweeping Service on Residential Streets commencing no earlier than 6:00 a.m. and terminating no later than 4:00 p.m., Monday through Friday, with no service on Saturday or Sunday. Sweeping in commercial areas shall occur between the hours of 10:00 p.m. and 6:00 a.m. CONTRACTOR shall provide Street Sweeping Service on Commercial Streets commencing no earlier than 10:00 p.m. and terminating no later than 6:00 a.m. The hours, days, or both of service may be extended or suspended due to extraordinary circumstances or conditions with the prior verbal consent of the CITY Representative.

3.04.10 Disposal of Sweep Waste. CONTRACTOR shall bear all land, labor, vehicles and costs associated with the transfer, hauling and disposal of Sweep Waste.

3.04.11 Spillage. During hauling, all Sweep Waste shall be contained, covered or enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented. CONTRACTOR shall be responsible for the immediate cleanup of any spillage caused by CONTRACTOR.

3.04.12 Changes in Streets. CITY Representative may require some streets to be temporarily removed from or added to the list of scheduled streets swept under this Agreement. Conditions which may cause the CITY Representative to order a street or an area to be bypassed temporarily include the following:

1. Construction or development on or along a street;
2. Pavement maintenance activities;

3. Inclement weather when running water is in the gutter or street such that sweeping is ineffective;
4. Special sweeping on alternative schedule; and/or
5. Other legitimate reasons that make sweeping impractical as determined by the CITY Representative.
6. Special Events.

In the event that the CITY Representative notifies CONTRACTOR not to sweep on a temporary basis, CONTRACTOR shall not be compensated for the equivalent Curb Miles. The CITY Representative shall notify CONTRACTOR of the temporary suspension of service at least one (1) Work Day prior to the scheduled sweep, except in the case where the reason for not performing service is due to inclement weather, the CITY Representative may notify CONTRACTOR at any time.

3.04.13 Obstructions. The equipment operator shall maintain a log showing the locations of roadways that cannot be adequately swept due to obstructions, including low hanging tree limbs or deserted vehicles parked on CITY streets. CONTRACTOR shall report these locations to the CITY Representative within forty-eight (48) hours.

3.05 Hazardous Waste. CONTRACTOR shall not be required to remove any Hazardous Waste from the street surface. CONTRACTOR shall immediately contact City Representative if Hazardous Wastes are encountered during the provision of Street Sweeping Services.

3.06 Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

3.06.1 CITY Representative may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

3.06.2 CONTRACTOR'S employees who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification, such as a name tag or identification card.

3.06.3 Each Street Sweeping vehicle driver shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle during operation.

3.06.4 Each driver of a Street Sweeping vehicle shall at all times comply with all applicable local, state and federal laws, regulations and requirements.

3.06.5 CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CITY.

3.07 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of

CONTRACTOR'S obligations under this Agreement as described hererin, with the exception of the Sweep Waste Transfer Site as set forth in Section 3.04.9 above. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by CITY or by any service recipient except as expressly provided by this Agreement.

3.08 Holiday Service. CITY observes Memorial Day, Independence Day, Labor, Thanksgiving Day, December 25th, and January 1st as legal holidays. CONTRACTOR shall not be required to provide Street Sweeping Service, nor to maintain office hours, on these designated holidays. In any week in which one of these holidays falls on a Work Day, CONTRACTOR shall perform services for the holiday and each Work Day thereafter on a one-Work Day-delayed basis for the remainder of the week except that no service shall be provided on Saturday or Sunday.

3.09 Spillage and Litter.

3.09.1 CONTRACTOR shall not litter premises in the process of providing Street Sweeping Services under this Agreement. CONTRACTOR shall cause all Sweep Waste to be transported in such a manner as to prevent the spilling or blowing of waste from the transporting vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Street Sweeping Services so as to prevent spilling or dropping of Sweep Waste during collection activity and shall immediately, at the time of occurrence, clean up such spilled Sweep Waste.

3.09.2 Notwithstanding Section 3.09.1, above, CONTRACTOR shall clean any spillage or litter caused by CONTRACTOR within three (3) hours after receipt of notice from CITY Representative. Such notice may be by telephone or facsimile.

3.10 Ownership of Materials. Title to Sweep Waste shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S street sweeping vehicle.

3.11 Coordination with Other CITY Programs. This Agreement requires the CONTRACTOR to establish and maintain good working relationships with various work units in the City. The CONTRACTOR shall be responsible for cooperating and coordination with the following CITY programs: residential solid waste and recycling collection programs; road construction, paving and maintenance projects; and special City events, including parades, bicycle races, street fairs, etc.

SECTION 4. SERVICE ROUTES

4.01 Street Sweeping Service Routes. Not less than fifteen (15) days prior to commencement of Street Sweeping Services, CONTRACTOR shall submit Service District maps precisely defining the Sweeper Routes for review and approval by the CITY Representative. The route maps shall include the days of the month sweeping shall occur on Residential Streets and Commercial Streets in the Service District. The CITY Representative

may provide written comments on the preliminary maps to CONTRACTOR no later than ten (10) Work Days after receipt of the maps from CONTRACTOR. CONTRACTOR shall revise the maps to reflect such comments and return them to the CITY Representative within five (5) Work Days after receipt of the CITY Representatives' comments.

4.02 Service Route Changes. CONTRACTOR shall submit to the CITY Representative, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. The CITY Representative may provide written comments to CONTRACTOR on such proposed change no later than ten (10) Work Days after receipt of the proposal from CONTRACTOR, and CONTRACTOR shall revise the routes to reflect such comments and return them to the CITY Representative within ten (10) Work Days of receipt of such comments, for CITY corroboration. CONTRACTOR shall not implement any route changes without the prior approval of the CITY Representative.

4.03 Additional Work. Should the City elect to extend the street sweeping program to include newly constructed streets after the effective date of the Agreement, the additional sweeping which is required of the CONTRACTOR shall be paid at the applicable per curb mile price specified in this Agreement. An amendment to Agreement will be executed to adjust the Curb Miles in the Agreement.

SECTION 5. EQUIPMENT

5.01 Equipment Specifications.

5.01.1 General Provisions. All Street Sweeping Service equipment used by CONTRACTOR in the performance of services under this Agreement shall be the highest quality available. The vehicles shall be designed and operated so as to prevent materials from escaping from the vehicles.

5.01.2 Vehicle Compliance. During the term of this Agreement, CONTRACTOR shall provide Sweeper vehicles in full compliance with local, State and federal requirements, including but not limited to, the California Air Resources Board Heavy Duty Engine Standards, the Federal EPA's Highway Diesel Fuel Sulfur regulations; and any other applicable air pollution control laws.

5.01.3 Street Sweeping Vehicles. CONTRACTOR shall maintain, at all times, sufficient street sweepers such that no sweeper is ever assigned to more than one (1) sweep route on any Work Day.

5.01.4 Regenerative Air-Based Sweepers. CONTRACTOR shall use regenerative air-based sweepers that gather Sweep Waste into self-contained hoppers with a minimum capacity of 6 cubic-yards. All sweepers shall meet the minimum capacity and horsepower specifications of a Tymco 600.

5.01.5 Dual Gutter Brooms. Sweeping vehicles must be equipped with dual gutter brooms no shorter than seven (7) inches, and a main broom no shorter than eight (8) inches capable of sweeping at minimum a nine (9)-foot path, or vacuum sweep if approved by the CITY

Representative. Except as necessary to comply with Section 3.04.1, only the broom nearest the gutter shall be in the down position during the provision of Street Sweeping Service.

5.01.6 Age and Condition of Equipment. Sweeping vehicles must not be more than five (5) years old at the time of execution of this Agreement, and no more than (7) years old at any point for the duration of the Agreement. Machines must be in excellent working condition capable of removing Sweep Waste throughout the term of this Agreement. The outside body of the machine must be free from dents and large scratches, and paint must be well maintained.

5.01.7 Tire Scuffing. The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.

5.01.8 Safety Markings and Devices. Sweeping vehicles used by CONTRACTOR in the performance of this Agreement shall have appropriate safety markings, including but not limited to, highway lighting, flashing and warning lights, and clearance lights. All such safety markings and devices shall be in accordance with the requirements of the California Vehicle Code, as may be amended periodically.

5.01.9 Communications Equipment. CONTRACTOR shall, prior to rendering any Street Sweeping Services, equip each sweeper with communications equipment in order to provide direct communication among the equipment operators, field supervisor, and CITY Representative. This equipment shall be at the CONTRACTOR'S sole cost and expense and shall be functional at all times. CONTRACTOR shall be responsible for normal maintenance of all communications equipment during the term of the Agreement.

5.01.10 Sound Control Requirements. The noise level from the CONTRACTOR'S operations, during hours of operation specified in Section 3.04.9, shall not exceed 86 decibels at a distance of 50 feet in all residential areas. Said noise level requirement shall apply to all equipment used to provide Street Sweeping Services under the terms of this Agreement. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

5.01.11 Vehicle Signage and Painting. All Street Sweeping Service vehicles shall be numbered consecutively without repetition and shall have CONTRACTOR'S name, telephone number, and the vehicle number in letters of contrasting color, at least four (4) inches high, on each side and on the rear of each vehicle. Information on vehicle may be painted or displayed on a removable magnetic sign. CONTRACTOR shall repaint all sweepers during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the CITY Representative.

5.02 Vehicle Registration, Licensing and Inspection. All vehicles used by CONTRACTOR in the performance of services under this Agreement shall be in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. CONTRACTOR shall maintain copies of all certificates and reports evidencing compliance, and shall make such certificates and reports available for inspection upon request by the CITY

Representative. CONTRACTOR shall not use any vehicle to perform Sweeping Services that is not in compliance with applicable registration, licensing and inspection requirements.

5.03 Equipment Maintenance. CONTRACTOR shall maintain all Street Sweeping vehicles in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in good working order. CONTRACTOR shall wash all Street Sweeping vehicles at least once per week using recycled water to the extent feasible. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non-Point Source Pollutants in the publication entitled *Storm Water Best Management Practices Handbook for Industrial Commercial*.

5.04 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Street Sweeping vehicles. The log shall at all times be accessible to CITY via computer, or by physical inspection upon the request of the CITY Representative. The log shall show, at a minimum, for each vehicle the CONTRACTOR-assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

5.05 Equipment Inventory. On or before December 15, 2009, CONTRACTOR shall provide to CITY an inventory of Street Sweeping vehicles used by CONTRACTOR for the provision of services under this Agreement. The inventory shall indicate each vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, mileage, type of fuel used, manufacturer, the date of acquisition, and the maintenance and rebuild status. CONTRACTOR shall submit to CITY an updated inventory annually at the request of the CITY Representative. Each vehicle inventory shall be accompanied by a certification by CONTRACTOR that all vehicles meet the requirements of this Agreement.

5.06 Reserve Equipment. CONTRACTOR shall have available to it, at all times, reserve Street Sweeping Service equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform CONTRACTOR'S duties under this Agreement.

5.07 Protection/Restoration of Public and Private Property. CONTRACTOR shall be responsible for protecting existing improvements, adjacent property, utility and other facilities, and trees and plants from injury or damage resulting from CONTRACTOR'S operations. CONTRACTOR shall repair or replace all existing improvements, which are damaged or removed as a result of sweeping operations. Trees, lawns, and shrubbery which are damaged or removed because of the CONTRACTOR'S operations shall be restored or replaced in nearly the original condition and location as reasonably possible. That portion of trees or shrubs extended into the street past the face of the curb is excluded.

5.08 Accidents. Any and all accidents, damage to public or private property, or other noteworthy event, regardless of how minor, involving another person, private or public property or vehicle, shall be reported to the CITY Representative immediately.

SECTION 6. CONTRACTOR'S COMPENSATION

6.01 Payments to CONTRACTOR. CITY hereby agrees to pay CONTRACTOR on a curb-mile/month cost for monthly Sweeping Services and on an hourly rate for callout/emergency services according to the rates provided in Exhibit 1. Emergency services shall be requested by the CITY. Cost shall include all disposal costs associated with activities. CITY shall pay CONTRACTOR 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 CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all invoices to CITY in the manner specified herein. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person.

6.01.1 CONTRACTOR and CITY acknowledge and agree that compensation paid by CITY to CONTRACTOR under this Agreement is based upon CONTRACTOR'S estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of CONTRACTOR.

6.02 Invoices. CONTRACTOR shall submit invoices, not more often than once per 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:

1. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
2. The beginning and ending dates of the billing period;
3. The total number of Curb Miles swept on Residential Streets and Commercial Streets during the billing period.
4. A summary report of customer service calls received by CONTRACTOR during the billing period.
5. The CONTRACTOR'S signature.

6.03 Monthly Payment. CITY shall make monthly payments, based on invoices received for services satisfactorily performed, and for authorized reimbursable costs incurred. CITY shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay CONTRACTOR.

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

6.04.1 In no event shall CONTRACTOR submit any invoice for an amount in excess of the maximum amount of compensation provided above unless the Agreement is

modified prior to the submission of such an invoice by a properly executed change order or amendment.

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

6.06 Payment upon Termination. In the event that the CITY or CONTRACTOR terminates this Agreement pursuant to Section 16, the CITY shall compensate the CONTRACTOR for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. CONTRACTOR shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

6.07 Adjustments to Rates Using Refuse Rate Index (RRI).

6.07.1 Refuse Rate Index (RRI). Beginning on September 1, 2010, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Section, receive an annual adjustment in the following service rates as set forth in Exhibit 1 to this Agreement:

Part A. Base Service Rates (lines A.1 – A.3)

Part B. Call Out / Emergency Rates (line B.1)

6.07.2 The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base fiscal year, which shall be the prior preceding Calendar Year ending December 31st and the preceding Calendar Year ending December 31st as contained in the most recent release of the source documents listed in Exhibit 2, which is attached to and included in this Agreement. Therefore, the first service rate adjustment will be based on the percentage changes between the annual average of the RRI indices for the Calendar Year 2008 and the Annual Average of the RRI indices for the Calendar Year 2009. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

6.07.3 On or before March 31, 2010, CONTRACTOR shall deliver to CITY financial information for the specific services performed under this Agreement from September 1, 2009, to December 31, 2009. On or before March 31, 2011, and annually thereafter during the term this Agreement, CONTRACTOR shall deliver to CITY financial information for the specific services performed under this Agreement for the preceding calendar year. Such financial information shall be the information described in the "Operating Cost Statement – Description" portion of Exhibit 2 and shall be in the format described in Exhibit 2, as may be revised by CITY from time to time. If CONTRACTOR fails to submit the financial information in the required format prior to March 31st, it is agreed that CONTRACTOR shall be deemed to have waived the right to the RRI rate adjustment for that year. CONTRACTOR'S failure to provide the financial information shall not preclude CITY from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that application would result in a decrease in the affected service rates.

6.07.4 Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

6.07.5 If CONTRACTOR'S failure to submit the financial information required by Section 6.07.3 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the CITY Representative, CITY, at its sole discretion, may consider the request for the annual RRI rate adjustment.

6.08 Withholding of Payment. In addition to express provisions contained elsewhere in this Agreement, CITY may withhold from any payment otherwise due to CONTRACTOR such amount as reasonably determined necessary to protect CITY'S interest, or if CITY so elects, may withhold or retain all or a portion of any monthly payment or refund payment for any of the following reasons. CITY shall provide written notice to CONTRACTOR of the reason for withholding of payments. Reason for withholding payments may be, but is not necessarily limited to:

1. Unsatisfactory work not caused by any condition beyond CONTRACTOR'S control;
2. CONTRACTOR'S failure to carry out instructions or orders of the CITY or its representative;
3. Execution of work not in accordance with this Agreement;
4. Claims filed by or against CONTRACTOR or reasonable evidence indicating probable filing of claims;
5. Failure of CONTRACTOR to make payments to any sub-contractor for material or labor; or
6. Unsafe working conditions allowed to persist by CONTRACTOR.

6.09 Payment Of Withheld Amounts. Upon CONTRACTOR'S remedy of the grounds for withholding payment and demonstration of the remedy to the reasonable satisfaction of the CITY Representative, CITY shall pay all withheld amounts within ten (10) Work Days. CITY shall not be liable for interest on any delayed or late payment.

SECTION 7. SERVICE INQUIRIES AND COMPLAINTS

7.01 CONTRACTOR'S Office. CONTRACTOR shall maintain an office and sufficient staffing to receive inquiries and complaints from the public regarding Street Sweeping Service. Such office shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. on all Work Days. CONTRACTOR shall ensure that responsible persons are in charge of the office and are available to receive inquiries and complaints during normal business hours.

7.02 Telephone Requirements. CONTRACTOR'S office shall be equipped with sufficient telephones such that all service-related calls received during normal business hours are answered directly by an employee. CONTRACTOR shall provide a designated telephone

number to be published by the City and used only for Rancho Cordova service recipients. CONTRACTOR shall provide either a telephone answering service or mechanical device to receive service recipient inquiries during those times when CONTRACTOR'S office is closed. Calls received after normal business hours shall be addressed before 12:00 noon on the next Work Day.

7.03 Emergency Contact. CONTRACTOR shall provide the CITY Representative with an emergency phone number where CONTRACTOR'S representative authorized to act on CONTRACTOR'S behalf can be reached outside of the required office hours.

7.04 Service Complaints. CONTRACTOR shall handle all service complaints in a prompt and efficient manner. In the case of a dispute between CONTRACTOR and a Service Recipient, CONTRACTOR shall refer the matter to the CITY Representative for review. The CITY Representative shall review the matter and make a determination as to the resolution of the dispute.

7.04.1 For those complaints related to missed sweeps that are received by CONTRACTOR by 3:00 p.m. on a Work Day, CONTRACTOR shall return to the service area and sweep the missed materials before leaving the Service District for the day. For those complaints related to missed sweeps that are received by CONTRACTOR after 3:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to return and sweep the missed area.

SECTION 8. ADDITIONAL SERVICES

8.01 Street Sweeping. If during the term of this Agreement, circumstances exist which require work associated with the Street Sweeping Service program that are not specifically provided for in this Agreement, the CITY Representative may require CONTRACTOR to perform such other associated work (OAW). When CONTRACTOR performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the CITY Representative. Examples of OAW that CONTRACTOR may be required to perform include:

1. Performance of special sweeps;
2. Flood clean-up;
3. Street sanitation for parades and celebrations;
4. Neighborhood clean-up activities; and
5. Any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.

CONTRACTOR shall be compensated for the performance of OAW based on the rates set forth in Exhibit 1 provided that CONTRACTOR has first secured written authorization and approval from the CITY Representative to perform the work.

SECTION 9. EMERGENCY SERVICE PROVISIONS

9.01 Route Variances. In the event of a flood, tornado, major storm, earthquake, fire, natural disaster, or other such event, the CITY Representative may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the CITY Representative when it is anticipated that normal routes and schedules can be resumed. The CITY shall make an effort through the local news media to inform the public when regular services may be resumed. Clean-up from some events may require that CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 to this Agreement, provided CONTRACTOR has first secured written authorization and approval from the CITY Representative to perform the work.

SECTION 10. REPORTING REQUIREMENTS

10.01 CONTRACTOR shall submit reports with all data as described in Exhibit 3. CONTRACTOR shall submit to the CITY Representative quarterly and annual reports containing the information, in the format and at the times described in Exhibit 2

SECTION 11. QUALITY OF PERFORMANCE OF CONTRACTOR

11.01 Contract Manager CONTRACTOR shall designate a Contract Manager and shall provide the name of that person in writing to the CITY Representative by August 15, 2009 and any other time the person in that position changes. The Contract Manager shall be available to the CITY Representative through the use of telecommunications equipment at all times that CONTRACTOR is providing services pursuant to this Agreement. CONTRACTOR shall provide CITY with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

11.02 Street Sweeping Quality of Work. The standards of performance which CONTRACTOR is obligated to meet are those good street sweeping practices which leave the serviced area in a debris and dirt free condition in a manner consistent with industry standards and best management practices.

11.03 Administrative Charges. In the event CONTRACTOR fails to perform the services as set forth in this Agreement, CITY may assess an administrative charge against CONTRACTOR and may deduct such charge from any monies due or which may become due to CONTRACTOR in the following amounts:

List of Administrative Charges		
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (7.04)	\$100 per incident per Service Recipient.
b.	Failure to clean up spillage or litter caused by CONTRACTOR. (3.09)	\$200 per incident per location.
c.	Failure to repair damage to customer property caused by CONTRACTOR or its personnel. (5.08)	\$500 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner. (5.01.6)	\$100 per incident per Work Day.
e.	Failure to have a vehicle operator properly licensed.	\$300 per incident per Work Day.
f.	Failure to maintain office hours as required by this Agreement. (7.01)	\$100 per incident per Work Day.
g.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement. (10.0 and Exhibit 3)	\$200 per incident per Work Day.
h.	Failure to display CONTRACTOR'S name and Customer service phone number on Street Sweeping vehicles. (5.01.11)	\$100 per incident per Work Day.
i.	Failure to comply with the hours of operation as required by this Agreement. (3.04.9)	\$200 per incident per Work Day.
j.	Failure or neglect to complete at least 90 percent of each route on the regular scheduled Street Sweeping Service Work Day. (4.01)	\$1,000 for each route not completed.
k.	Changing routes without proper notification to the CITY Representative. (4.02)	\$500 per incident per Work day.
l.	Incomplete or improper sweeping of a street. (3.04.1)	\$50 per block (i.e., a cul-de-sac or, for any through street, the part of the street between two consecutive cross streets).
m.	Failure to clean and sweep the dumpsite at the end of each Work Week in the proper manner. (3.04.11)	\$1,000 per incident

11.04 Procedure for Review of Administrative Charges. The CITY Representative may assess administrative charges pursuant to this Article 11 by issuing a written notice to CONTRACTOR ("Notice of Assessment") of the administrative charges assessed, if any, and the basis for each assessment.

11.04.1 The administrative charges assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, CONTRACTOR submits

a written request for a meeting with the CITY Representative to present evidence that the assessment should not be made.

11.04.2 The CITY Representative shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

11.04.3 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the CITY Representative's determination shall be final and CITY may deduct the administrative charges from amounts otherwise due to CONTRACTOR.

11.05 Exercise of Rights. CITY'S assessment or collection of administrative charges shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Agreement.

SECTION 12. INSURANCE REQUIREMENTS

12.01 General. Before beginning any work under this Agreement, CONTRACTOR, at its own 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 CONTRACTOR and its agents, representatives, employees, and subcontractors. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S cost proposal. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until CONTRACTOR 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.

12.02 Worker's Compensation. CONTRACTOR 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 CONTRACTOR. 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, CONTRACTOR 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 CITY Representative. The insurer, if insurance is provided, or the CONTRACTOR, 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.

12.03 Commercial General and Automobile Liability Insurance.

12.03.1 General requirements. CONTRACTOR, 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.

12.03.2 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.

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

12.03.3.1 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 CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; and automobiles owned, leased, or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY or its officers, employees, agents, or volunteers.

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

12.03.3.3 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.

12.03.3.4 Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

12.03.3.5 An endorsement shall state that coverage shall not be cancelled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. CONTRACTOR shall notify CITY within fourteen (14)

days of notification from CONTRACTOR'S insurer if such coverage is suspended, voided or reduced in coverage or in limits.

12.04 All Policies Requirements.

12.04.1 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.

12.04.2 Verification of coverage. Prior to beginning work under this Agreement, CONTRACTOR 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.

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

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

12.04.5 Deductibles and Self-Insured Retentions. CONTRACTOR 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 the CITY Representative, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Representative may condition approval of an increase in deductible or self-insured retention levels with a requirement that CONTRACTOR procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that s satisfactory in all respects to each of them.

12.04.6 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, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five (5) Work Days after CONTRACTOR is notified of the change in coverage.

12.05 Remedies. In addition to any other remedies CITY may have if CONTRACTOR 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 CONTRACTOR'S breach:

12.05.1 Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

12.05.2 Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or

12.05.3 Terminate this Agreement.

SECTION 13. INDEMNIFICATION AND CONTRACTOR RESPONSIBILITIES

13.01 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

SECTION 14. STATUS OF CONTRACTOR

14.01 Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of CITY.

CITY shall have the right to control CONTRACTOR only insofar as the results of the CONTRACTOR'S services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 3.06.1; however, otherwise CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR 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 by 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.

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

SECTION 15. LEGAL REQUIREMENTS

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

15.02 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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

15.04 Licenses and Permits. CONTRACTOR represents and warrants to CITY that CONTRACTOR 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. CONTRACTOR represents and warrants to CITY that CONTRACTOR 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, CONTRACTOR and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from CITY.

15.05 Nondiscrimination and Equal Opportunity. CONTRACTOR 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 CONTRACTOR under this Agreement. CONTRACTOR 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 CONTRACTOR thereby.

CONTRACTOR shall include the provisions of this Subsection in any subcontract approved by the CITY Representative or this Agreement.

SECTION 16. TERMINATION AND MODIFICATION

16.01 Termination. CITY may cancel this Agreement at any time and without cause upon written notification to CONTRACTOR.

16.01.1 CONTRACTOR may cancel this Agreement upon sixty (60) days' written notice to CITY and shall include in such notice the reasons for cancellation.

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

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

16.03 Assignment and Subcontracting. CITY and CONTRACTOR recognize and agree that this Agreement contemplates personal performance by CONTRACTOR and is based upon a determination of CONTRACTOR'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 CONTRACTOR. CONTRACTOR may not assign this Agreement or any interest therein without the prior written approval of the CITY Representative. CONTRACTOR 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 CITY Representative.

16.04 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between CITY and CONTRACTOR shall survive the termination of this Agreement.

16.05 Options upon Breach by CONTRACTOR. If CONTRACTOR materially breaches any of the terms of this Agreement, CITY'S remedies shall include, but not be limited to, the following:

16.05.1 Immediately terminate the Agreement;

16.05.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONTRACTOR pursuant to this Agreement.

16.05.3 Retain a different contractor to complete the work described herein not finished by CONTRACTOR; or

16.05.4 Charge CONTRACTOR the difference between the rates CITY would have paid CONTRACTOR as set forth in Exhibit 1 and the rates CITY has to pay the new CONTRACTOR to complete the work described herein.

SECTION 17. KEEPING AND STATUS OF RECORDS

17.01 Records Created as Part of Contractor'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 CONTRACTOR prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the CITY. CONTRACTOR 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 CONTRACTOR 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.

17.02 CONTRACTOR'S Books and Records. CONTRACTOR 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 CONTRACTOR to this Agreement.

17.03 Inspection and Audit of Records. Any records or documents that this Agreement requires CONTRACTOR 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.

SECTION 18. MISCELLANEOUS PROVISIONS

18.01 Modifications. CITY shall have the power to make changes in this Agreement as the result of changes in law, changes in the City of Rancho Cordova Municipal Code, or both, to impose new rules and regulations on CONTRACTOR under this Agreement relative to the scope and methods of providing Street Sweeping Services as shall from time-to-time be necessary and desirable for the public welfare. CITY shall give CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Street Sweeping Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

18.02 Change in Law. CITY and CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in legislation and that

these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of the City of Rancho Cordova Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the service recipients of the CONTRACTOR located within the Service District. In the event any future change in the Rancho Cordova Municipal Code materially alters the obligations of CONTRACTOR, then the affected service rates, as established in Exhibit 1 of this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Agreement under this Section. CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

18.03 Transition To Next Contractor. In the event CONTRACTOR is not awarded an agreement to continue to provide Street Sweeping Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractor(s) to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, and vehicle fleet information; not less than one hundred twenty (120) calendar days prior to the termination of this Agreement, providing a list of workers who will be displaced by the transfer of services to a successor contractor;; and providing adequate labor and equipment to complete performance of all Street Sweeping Services required under this Agreement.

18.04 CONTRACTOR'S Records.

18.04.1 CONTRACTOR shall maintain any and all letters, 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 CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

18.04.2 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

18.04.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the CITY Representative, Public Works Director, City Attorney, City Auditor, City Manager, or a designated representative of any

of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

18.04.4 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

18.05 Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

18.06 Right To Require Performance. The failure of CITY at any time to require performance by CONTRACTOR of any provision hereof shall in no way affect the right of CITY thereafter to enforce same. Nor shall waiver by CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

18.07 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.

18.08 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.

18.09 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.

18.10 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.

18.11 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.

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

18.12.1 CONTRACTOR 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.

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

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

18.14 Contract Administration. This Agreement shall be administered by the CITY Representative. All correspondence shall be directed to or through the CITY Representative or his or her designee.

18.15 Notices. Any written notice to Contractor shall be sent to:

Insert CONTRACTOR information

Any written notice to City shall be sent to:

City of Rancho Cordova
Steve Harriman, Integrated Waste Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670

18.16 Integration. This Agreement, including the Exhibits attached hereto and incorporated herein represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral.

18.17 Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

18.18 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement on the respective date(s) below each signature.

CITY OF RANCHO CORDOVA

CONTRACTOR

Ted Gaebler, City Manager

Gina Vella, Contract Sweeping Services

Date

Date

Attest:

Mindy Cuppy, City Clerk

Approved as to Form:

Adam Lindgren, City Attorney

EXHIBIT 1 RATES

Beginning for services performed in January 2010, CITY shall compensate CONTRACTOR for Street Sweeping Services performed in accordance with this Agreement at the following rates. These rates shall be adjusted in accordance with Section 6 of the Agreement:

A. BASE SERVICE RATES		
1.	Residential Streets	\$15.69/Curb Mile
2.	Commercial Streets	\$15.69/Curb Mile

B. CALL-OUT / EMERGENCY RATES		
1.	Call Out / Emergency (Regular business hours)	\$90.00/Hour
	Call Out / Emergency (After hours)	\$110.00/Hour

EXHIBIT 2 REFUSE RATE INDEX

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

1. The expenses of providing Street Sweeping Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Table.
2. The expenses of providing Street Sweeping Services in the Service Area shall be broken down into one of the following three cost categories: Labor, Fuel, and All Other. Each cost category is assigned a weighted percentage factor, truncated after the second decimal place based on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement.

<u>Cost Category</u>	<u>Index</u>
Labor:	<u>Series ID: ceu6056210008</u> Employment, hours, and earnings from current employment, Waste Collection (Bureau of Labor Statistics)
Fuel:	<u>Series ID: DDR007</u> Energy Information Administration (U.S. Department of Energy) California #2 Diesel Fuel, Retail sales by all sellers. (DDR007)
All Other:	<u>Series ID: CUUSA422SAO</u> Consumer Price Index, All Urban Consumers, All Items, Bay Area (Bureau of Labor Statistics) (Limited to 75%)

4. The percentage weight for each cost category is multiplied by the change in each appropriate index (or rate) to calculate a weighted percentage change for each cost category, which is truncated after the second decimal place.
5. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index.

Exhibit 2 Continued

RRI Financial Statement Format

Operating Cost Statement - Description

- Labor:** List all administrative, officer, operation and maintenance salary accounts. List payroll tax accounts, employee group medical and life accounts and employee retirement or profit sharing accounts directly related to the above salary accounts.
- Fuel** List all fuel costs.
- All Other:** List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; vehicle repairs and maintenance, vehicle replacement, office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

Exhibit 2 Continued

Item #	Category	Data Source	Percentage Change ⁽¹⁾	Item Weight ⁽²⁾	Weighted Percentage Change ⁽³⁾
1	Average Hourly Earnings	Series ID: ceu6056210008 Service-Producing Industries	2.19%	39.05%	0.86%
2	Diesel Fuel	Series ID: DDROO7 #2 Diesel Fuel	4.74%	13.15%	0.62%
3	CPI All Items	Series ID: cuusa422sa0 Consumer Price Index, All Urban Consumers, All Items Bay Area (limited to 75%)	2.70%	47.80%	1.29%
Total				100.00%	2.77%

1) Assume these are the percentage changes in the indices from year to year.

2) Assume the categories represent these percentages as a total of CONTRACTOR'S operating costs.

3) Represents the product of Percentage Change x Item Weight

In this example, the Refuse Rate Index is 2.77%.

EXHIBIT 3 – MONTHLY REPORTING REQUIREMENTS

CONTRACTOR shall compile data on a daily basis and report the following information in electronic format to City on a monthly basis:

A. Daily Route Data

For Street Sweeping Service, CONTRACTOR shall provide the following data for each portion of the route swept. Data shall include, at a minimum, the following information:

1. Date of sweep
2. Route number
3. Street sweeper identification number performing each route
4. Name of sweeper operator on each route
5. Total number of miles scheduled on entire route
6. Total number of miles swept on entire route
7. Beginning and ending odometer readings for portion of route completed
8. Location of Sweep Waste transfer site or dumpsite
9. Estimate of tons of debris collected and delivered to transfer site or dumpsite
10. Estimate of volume (in cubic yards) of debris collected and delivered to transfer site or dumpsite
11. Listing of streets not swept, and reason for not sweeping
12. Approximate number of parked cars using on-street parking on each sweep route
13. Location of street trees that interfere with sweeping operations

EXHIBIT 4 STREET SWEEPING MAPS

City of Rancho Cordova

Street Sweeping Schedule

DRAFT

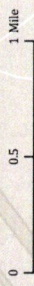


- NIGHTS, TWICE A MONTH
- DAYS, ONCE A MONTH*
- HIGHWAY / RAMP (SWEEP BY CALTRANS)
- MEDIAN LOCATION
- SHARED BOUNDARY STREETS**

* Twice a month in November & December.
 ** Street sweeping responsibility shared with Sacramento County. Sweeping locations will be determined at a later date.

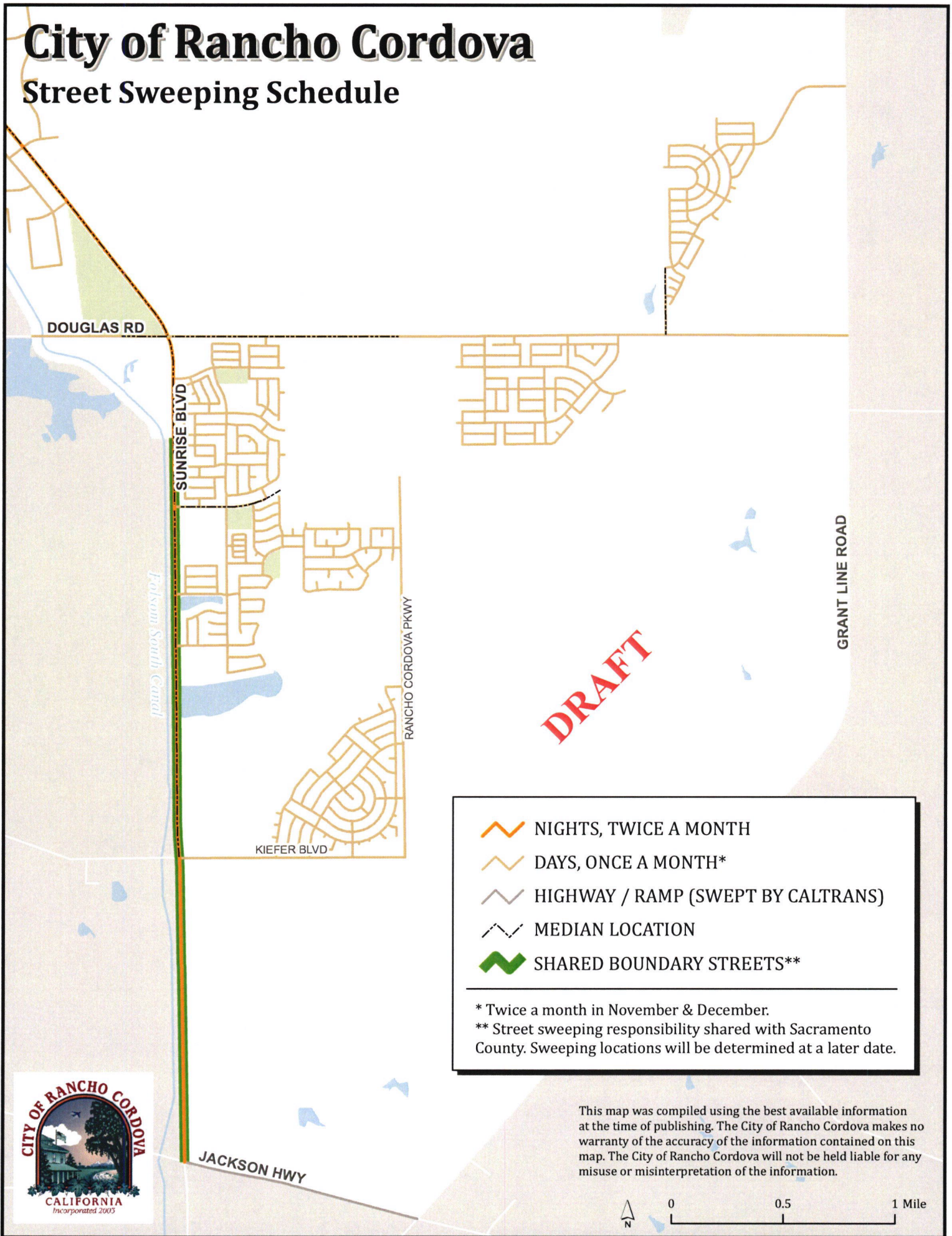


This map was compiled using the best available information at the time of publishing. The City of Rancho Cordova makes no warranty of the accuracy of the information contained on this map. The City of Rancho Cordova will not be held liable for any misuse or misinterpretation of the information.



City of Rancho Cordova

Street Sweeping Schedule





CONTRACT SWEEPING SERVICES

6507 Pacific Avenue, PMB 325
Stockton, CA 95207
Phone: 209-931-7848 FAX: 408-258-0122

	<u>Contract Start</u>	<u>End</u>	<u>Service</u>
◆ City of Stockton	6/2004	current	RSS Sweeping
◆ City of Pleasanton	7/2009	current	RSS Sweeping
◆ City of Menlo Park	11/2003	current	RSS Sweeping
◆ Contra Costa County	6/2003	current	Chlp
◆ City Campbell	7/2006	current	RSS Sweeping
◆ City of Saratoga	8/2005	current	RSS Sweeping
◆ City of Mountain View	1/2004	current	sweep/wash
◆ City of San Jose	6/1990	current	Chlp & RSS
◆ City of Dixon	7/2006	7/2009	RSS Sweeping
◆ City of Ceres	12/2007	current	RSS Sweeping
◆ City of San Ramon	7/2007	current	RSS Sweeping
◆ City of Atherton	12/2008	current	RSS Sweeping
◆ Town of Los Gatos	6/2005	current	porter/sweep/wash
◆ City of Foster City	1/2009	current	RSS Sweeping
◆ City of San Carlos	8/2008	current	RSS Sweeping
◆ City of Monte Sereno	10/2007	current	RSS Sweeping
◆ City of Brisbane	3/2009	current	RSS Sweeping
◆ City of San Mateo	4/2009	current	downtown lots
◆ City of Newman	7/2009	current	RSS Sweeping
◆ City of Sunnyvale	7/2004	current	sweep/wash
◆ City of Albany	11/2003	1/2004	RSS Sweeping
◆ City of Palo Alto	11/2004	current	downtown lots
◆ Amador County	3/2008	current	sweep/wash
◆ County of Santa Clara	5/2003	current	on call
◆ County of Santa Cruz	7/2008	current	RSS Sweeping

* Over the years CSS & USS have worked with many other Cities not all listed



CONTRACT SWEEPING SERVICES

Contract Sweeping Services, Inc. "HOT LINE" procedures

CSS advertises the customer services line: 209-942-1333 for local residences in Stockton, Ca. The following bullets are procedures and goals set forth to achieve customer services satisfactions:

- ◆ Listen to their concern – give validation
- ◆ Provide simple answers if they are inquiring "when is my street swept"
- ◆ In the case of a detailed inquiry requiring to substantiate a service, it is policy to ask for address or location of inquiry and log on to our TeleTrac system
Customer service will have the ability to research if/when/how fast the sweeper passed the specific area of concern
- ◆ The call will be concluded with additional field follow-up if necessary. Such as;
 - Visit the resident
 - Re-sweep
 - Review for obstacles
 - Educate expectations of service
- ◆ The call will be logged and if required, submitted to City on a monthly basis
- ◆ This telephone is monitored 8am – 5pm Monday – Friday
- ◆ Weekend and after hours customer are able to leave a message and a follow up will be made the next business day

If CSS is awarded City of Rancho Cordova we would apply for a new local (916) customer service line for our New Location in Rancho Cordova that would be forwarded to the same line that is monitored Monday – Friday by our current Customer Service personnel. The process will be seamless to the resident.

MEMORANDUM



DATE: November 2, 2009

TO: Honorable Mayor and Council Members

FROM: Thomas L. Trimberger, Special Projects Manager

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO PROCEED WITH ACTIONS NECESSARY FOR THE POSSIBLE PURCHASE OF PROPERTY AT 2880 GOLD TAILINGS COURT

RECOMMENDATION

Adopt Resolution 108-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a purchase agreement with RFS Electronics (RFS) to purchase property located at 2880 Gold Tailings Court adjacent to City-owned property at 2897 Kilgore Road.

BACKGROUND

The Sheriff's lease for the City's Police Station at 10361 Rockingham Drive expires in September of 2010. The City is exploring the possibility of relocating its Police Station from the current location at Rockingham Drive to a city-owned building at 2897 Kilgore Road. The new location fits the needs of the department except for two issues: 1) the office building does not have a second access to a public street; and 2) there is no suitable space for storage and minor automotive repairs.

Staff considered the possibility of creating a second access and building a small shop building for its automotive repairs. Cost estimates for this work totaled approximately \$1,700,000.

Staff found that the building at 2880 Gold Tailings Court was for sale. The parking lot and drive aisle line up perfectly with the rear parking lot at 2897 Kilgore Road. This would provide the easiest and most efficient second access for the potential Police Station. The 11,700 square foot building is adequate for the Police storage and vehicle repair needs. Additionally, the new building could provide storage and vehicle repair space for other City departments as well as provide additional office space. The zoning is appropriate, although the City will need a Conditional Use Permit (CUP) to do minor automotive repair at this location.

The RSF property was listed for sale on September 23, 2009 for \$935,000, or \$80 per square foot. City staff inspected the building and found it to be in very good shape and found that it meets the City needs. Comparable buildings in the area were found to be listed at \$55 to \$167 per square foot, with the average being about \$130 per square foot. As directed by

the City Council at a closed session meeting on October 5, 2009, the City entered into negotiations and tentatively agreed with the seller on a price of \$895,000, including all furniture, fixtures and equipment. This equates to \$76.50 per square foot.

Staff estimates that the connector drive-aisle between the two parking lots will cost an additional approximate amount of \$100,000. The purchase of the building and the drive aisle is then expected to cost approximately \$995,000, which is much less than the projected \$1,700,000 to build the required facilities while also providing additional building space for other City uses.

The purchase of the building at 2880 Gold Tailings Court appears to provide an efficient and cost effective interim solution for the City's Police Station needs. Since the Police Department does not need the entire space, the City expects to have additional space available for storage, corporation yard, or other uses.

The Kilgore/Gold Tailings Court site has been determined to be adequate for the Police Station use for a 10-15 year period as the City grows. As such, this is considered to be an interim solution. The eventual, best solution would be a Police Station as a part of a future Civic Center.

Prior to the final decision to close escrow on the property, the City Manager will take a number of steps to investigate the property and process the transaction. The item will be back before the City Council for final consideration and action prior to the close of escrow.

FISCAL IMPACT

\$800,000 of the purchase will be funded from the Capital Facilities Fund and the remaining amount will come from Community Facility Impact Fees previously collected.

ATTACHMENTS

1. Resolution No. 108-2009.
2. Site Plan.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 108-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN DOCUMENTS AS NECESSARY FOR THE
PURCHASE OF REAL PROPERTY LOCATED AT 2880 GOLD TAILINGS COURT**

WHEREAS, the Rancho Cordova City Council recognizes that the Sacramento County Sheriff Department's lease for the Rancho Cordova Police Station at 10361 Rockingham Drive expires in September 2010; and

WHEREAS, the City Council owns an empty 30,000 square foot office building in a prime location at 2897 Kilgore Road; and

WHEREAS, the City Council acknowledges that the existing building at 2897 Kilgore Road lacks a second vehicular exit that is required for a Police Facility; and

WHEREAS, the City Council recognizes that the adjacent building at 2880 Gold Tailings Court backs up to the existing City owned building at 2897 Kilgore Road and meets the needs of the City police building for both a vehicle maintenance shop and a second vehicular access.

WHEREAS, the City Council recognizes City staff have negotiated with the owner for a fair and reasonable price to purchase the building and land at 2880 Gold Tailings Court in a manner that provides cost effective solutions for the city.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby authorize the City Manager to sign any and all necessary documents to purchase real estate property at 2880 Gold Tailings Court.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

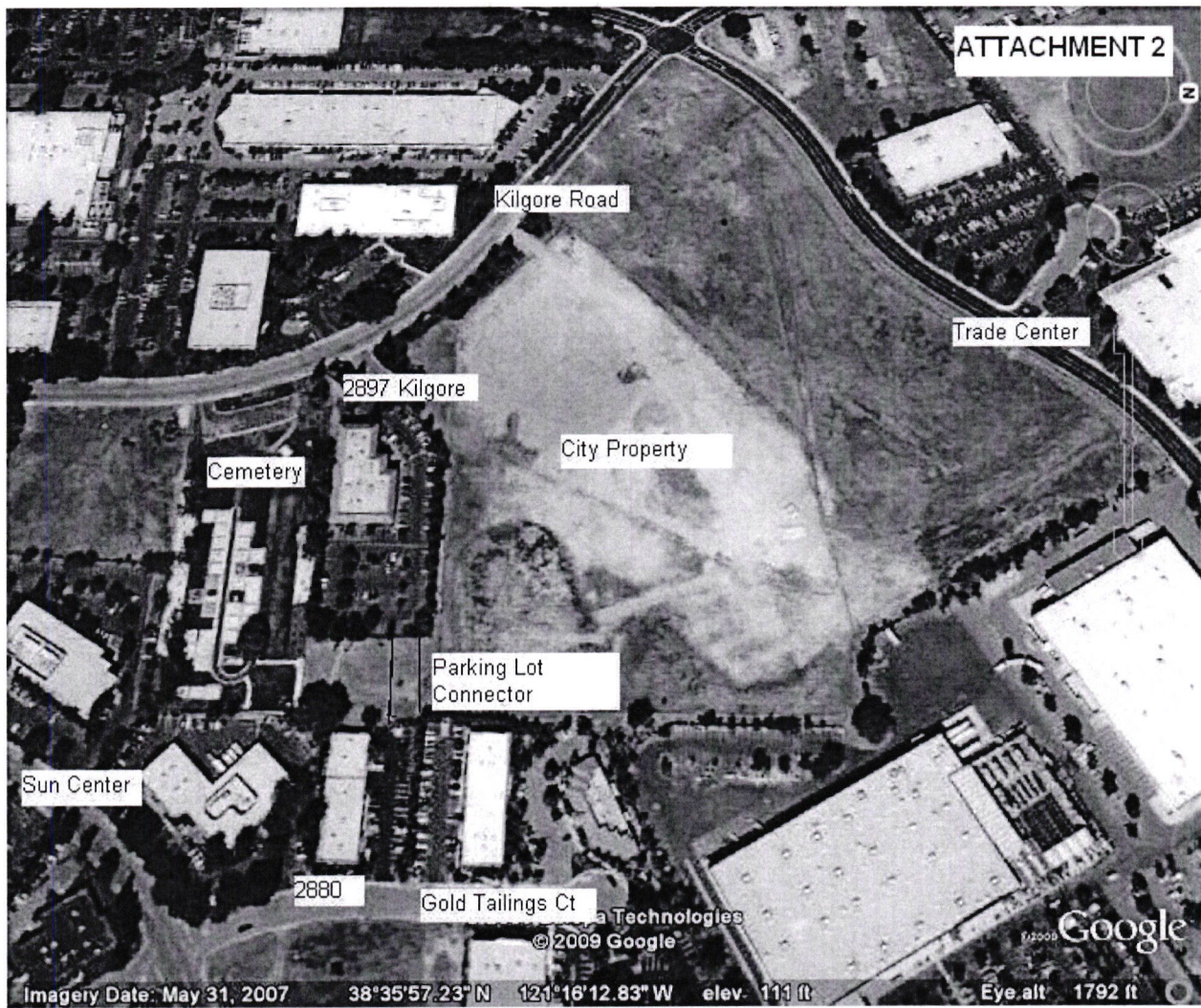
ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, City Clerk

SITE MAP FOR GOLD TAILINGS COURT



MEMORANDUM



DATE: November 2, 2009

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION NO. 109-2009 APPROVING THE SUBSTITUTION OF DEVELOPER FOR THE SUBDIVISION IMPROVEMENT AGREEMENT RELATED TO SUBDIVISION NO. RC-03-001.02A SUNRIDGE PARK VILLAGE 2A AND AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW DEVELOPMENT AGREEMENT WITH DENVER PACIFIC LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

RECOMMENDATION

Adopt Resolution No. 109-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City Council approving the substitution of the developer for the Subdivision Improvement Agreement (**Exhibit A**) for Subdivision No. RC-03-001.02A Sunridge Park Village 2A executed by The Denver Pacific Limited Partnership, a California Limited partnership. This will guarantee the warranty work on the public improvements by providing adequate security.

BACKGROUND

The original Subdivision Improvement Agreement was entered into by the City with Sunridge Park Limited Partnership, a California Limited Partnership. The remaining unimproved lots in the subdivision are now in the ownership of The Denver Pacific Limited Partnership, a California Limited partnership. The public improvements associated with the Agreement are 100% complete and have been accepted by the City for maintenance upon passing warranty. The Denver Pacific Limited Partnership, a California Limited partnership is requesting the substitution of developer for the improvement agreement. Additionally, they have submitted a maintenance bond to insure the warranty work on the public improvements.

Pursuant to Government Code Section 66499.7(d) the original performance bonds have been reduced and may be substituted subject to approval of the local agency. The Public Works Department will release the original bonds to Sunridge Park Limited Partnership, a California Limited partnership upon the approval of the substituted Subdivision Improvement Agreement.

ATTACHMENT

Resolution No. 109-2009 including (**Exhibit A**) Subdivision Improvement Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 109-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE SUBSTITUTION OF DEVELOPER FOR THE SUBDIVISION
IMPROVEMENT AGREEMENT RELATED TO SUBDIVISION NO. RC-03-001.02A
SUNRIDGE PARK VILLAGE 2A AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT**

WHEREAS, a Subdivision Improvement Agreement ("original Agreement") for subdivision No. RC-03-001.02A Sunridge Park Village 2A was originally approved by City Council on June 5, 2006 by Resolution No. 61-2006; and

WHEREAS, the original Agreement was entered into with Sunridge Park Limited Partnership, a California Limited partnership which was the owner of the property at that time; and

WHEREAS, since the original Agreement, Sunridge Park Limited Partnership, a California Limited partnership has sold their interest in the remaining undeveloped lots to The Denver Pacific Limited Partnership, a California Limited partnership; and

WHEREAS, currently, the public improvements required by the original Agreement are accepted as complete and are in warranty; and

WHEREAS, The Denver Pacific Limited Partnership, a California Limited partnership has provided the warranty bond required to complete the punch list for the Public Improvements; and

WHEREAS, upon adoption of this resolution and the execution of the new Subdivision Improvement Agreement (**Exhibit A**), the original Agreement and bonds provided by The Denver Pacific Limited Partnership, a California Limited partnership shall no longer be valid and terminated.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows:

A. The City Council approves the substitution of developer for the Subdivision Improvement Agreement related to Subdivision No. RC-03-001.02A Sunridge Park Village 2A from Sunridge Park Limited Partnership, a California Limited partnership to The Denver Pacific Limited Partnership, a California Limited partnership; and

B. The Mayor is authorized to execute the Subdivision Improvement Agreement with The Denver Pacific Limited Partnership, a California Limited partnership in substantially the form set forth in **Exhibit A**.

C. The City Council authorizes staff to perform all necessary actions needed to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **The Denver Pacific Limited partnership, a California Limited Partnership**(hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and

conditions.

3. City Approval of Subdivision Map. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Sunridge Park Village 2A**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. Completion of Improvements. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within 24 months of the date of this agreement.

5. Payment For Services. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. Park Renovation Fee. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

7. Acceptance of Improvements. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

8. Notice of Commencement of Work. Principal shall notify the City Engineer in writing of the commencement of the work of

improvements.

9. Correction of Defects. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

10. Indemnity. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

11. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing

labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$323,900.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

13. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the

faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

15. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

16. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

17. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under

this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

18. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

19. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

20. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

21. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

22. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

24. Time. Time is of the essence in the performance of

each and every term of this Agreement.

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

CITY OF RANCHO CORDOVA

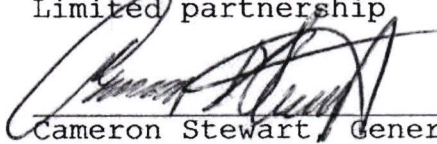
By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

The Denver Pacific Limited
Partnership, a California
Limited partnership


Cameron Stewart, General Partner

]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

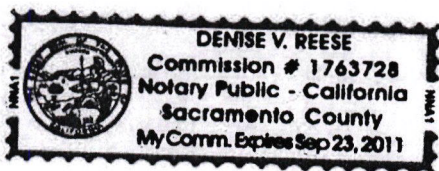
On October 20, 2009 before me, Denise V. Reese, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Cameron Allen Stewart

Name(s) of Signer(s)



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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: 10/20/09 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

MEMORANDUM



DATE: November 2, 2009

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager
Adam U. Lindgren, City Attorney

SUBJECT: SPHERE OF INFLUENCE ANNEXATION - ADOPTION OF RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT (CONTRACT NO. 142-2009) BETWEEN THE CITY OF RANCHO CORDOVA AND COUNTY OF SACRAMENTO REGARDING REGIONAL HOUSING NEEDS ALLOCATION UPON ANNEXATION

RECOMMENDATION

Adopt Resolution No. 110-2009.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution, with the County's concurrence, along with the previously approved agreements related to property tax exchange and revenue sharing will allow Sacramento Local Agency Formation Commission (LAFCO) to move forward with processing the annexation request.

BACKGROUND

This area consists of approximately 1.2 square miles or 748 acres, includes 246 parcels and is commonly known as the Sunrise-Folsom Area. The northern border of the annexation area is Highway 50, the western boundary is Sunrise Boulevard and the eastern boundary is Hazel Avenue. The existing land uses are commercial and industrial in nature.

The area was designated by LAFCO as the City's sphere of influence when LAFCO approved incorporation of the City and was subsequently approved by the voters when they approved the incorporation. In August 2007, the Council adopted Resolution No. 81-2007 approving the Sacramento County Local Agency Formation Commission (LAFCO) application to annex the area within the City's sphere of influence. The reason for the application was to provide for the logical extension of the City.

The lands within the Annexation Area have provided capacity for the County to accommodate future housing as described in the County's Regional Housing Needs Assessment (RHNA) allocation and as further defined within the County's adopted Housing Element.

City and County staff have met and reached agreement on the appropriate share of the County's RHNA allocation that should be transferred to the City upon the effective date of

annexation of the Annexation Area to the City as included in the attached Agreement **Exhibit A**. The Agreement states that upon annexation of the Annexation Area to the City, 102 dwelling units of affordable to very low income households and 102 dwelling units of affordable to low income households, for a total of 204 dwelling units, shall be transferred by the Sacramento Area Council of Governments (SACOG) from the County's RHNA allocation for the unincorporated area of Sacramento County to the City of Rancho Cordova. The County Board of Supervisors is set to hear this item at their November 10, 2009 Board meeting. As provided by Government Code section 65584.07(d), the City shall submit a copy of this Agreement to SACOG within 90 days of the effective date of the annexation.

ATTACHMENTS

Resolution No. 110-2009 including **(Exhibit A)** Agreement (Contract No. 142-2009) between the City of Rancho Cordova and the County of Sacramento Regarding Regional Housing Needs Allocation Upon Annexation

CITY OF RANCHO CORDOVA

RESOLUTION NO. 110-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY
OF RANCHO CORDOVA AND THE COUNTY OF SACRAMENTO REGARDING REGIONAL
HOUSING NEEDS ALLOCATION UPON ANNEXATION**

RECITALS

WHEREAS, on or about August 21, 2007 and pursuant to the Cortese-Knox-Hertzberg Act, Government Code § 56000 et seq., the City submitted to the Local Agency Formation Commission of Sacramento County ("LAFCO") an application proposing the annexation of an unincorporated territory of Sacramento County consisting of the City's sphere of influence ("Annexation Area"). LAFCO has designated the annexation application as "City of Rancho Cordova Annexation – Annexation of the Sphere of Influence (LAFC-07-09)" ("the Annexation"). The Annexation Area is sometimes referred to as the "Sunrise-Folsom Area."

WHEREAS, lands within the Annexation Area have provided capacity for the County to accommodate future housing as described in the County's Regional Housing Needs Assessment (RHNA) allocation and as further defined within the County's adopted Housing Element; and

WHEREAS, the City and the County have met and discussed the appropriate share of the County's RHNA allocation that should be associated with the Annexation Area and would be transferred to the City upon the effective date of annexation of the Annexation Area to the City; and

WHEREAS, California Government Code Section 65584.07(d)(1) provides that a city and a county involved in land annexation may reach a mutually acceptable agreement for the transfer of a portion of the county's RHNA allocation and that such agreement shall be accepted by the council of governments that allocated the county's share; and

WHEREAS, the City and the County have reached agreement on the appropriate share of the County's RHNA allocation to be transferred from the County to the City if annexation of the Annexation Area to the City occurs and wish to memorialize such agreement pursuant to the provisions of California Government Code Section 65584.07(d).

WHEREAS, the City Manager recommends approval of the Agreement; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA resolves as follows:

1. The City Council of the City of Rancho Cordova adopts this Resolution "Authorizing the City Manager to Execute an Agreement Between the City of Rancho Cordova and the County of Sacramento Regarding Regional Housing Needs Allocation Upon Annexation" and authorizes and directs the City Manager to sign it in substantially the form attached as **Exhibit A**.

2. The City Council of the City of Rancho Cordova directs the City Clerk to send a copy of this resolution and said Agreement to Sacramento Area Council of Governments (SACOG) within 90 days of the effective date of the annexation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, City Clerk

**AGREEMENT BETWEEN CITY OF RANCHO CORDOVA AND COUNTY OF SACRAMENTO
REGARDING REGIONAL HOUSING NEEDS ALLOCATION UPON ANNEXATION OF
SUNRISE-FOLSOM AREA TO CITY OF RANCHO CORDOVA**

This agreement is entered into in duplicate this tenth day of November, 2009 between the City of Rancho Cordova, a general law city ("City"), and the County of Sacramento, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, on or about August 21, 2007 and pursuant to the Cortese-Knox-Hertzberg Act, Government Code § 56000 et seq., the City submitted to the Local Agency Formation Commission of Sacramento County ("LAFCO") an application proposing the annexation of an unincorporated territory of Sacramento County consisting of the City's sphere of influence ("Annexation Area"). LAFCO has designated the annexation application as "City of Rancho Cordova Annexation – Annexation of the Sphere of Influence (LAFC-07-09)" ("the Annexation"). The Annexation Area is sometimes referred to as the "Sunrise-Folsom Area."

WHEREAS, lands within the Annexation Area have provided capacity for the County to accommodate future housing as described in the County's Regional Housing Needs Assessment (RHNA) allocation and as further defined within the County's adopted Housing Element; and

WHEREAS, the City and the County have met and discussed the appropriate share of the County's RHNA allocation that should be associated with the Annexation Area and would be transferred to the City upon the effective date of annexation of the Annexation Area to the City; and

WHEREAS, California Government Code Section 65584.07(d)(1) provides that a city and a county involved in land annexation may reach a mutually acceptable agreement for the transfer of a portion of the county's RHNA allocation and that such agreement shall be accepted by the council of governments that allocated the county's share; and

WHEREAS, the City and the County have reached agreement on the appropriate share of the County's RHNA allocation to be transferred from the County to the City if annexation of the Annexation Area to the City occurs and wish to memorialize such agreement pursuant to the provisions of California Government Code Section 65584.07(d).

AGREEMENT

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. Upon annexation of the Annexation Area to the City, 102 dwelling units affordable to very low income households and 102 dwelling units affordable to low income households, for a total of 204 dwelling units, shall be transferred by the Sacramento Area

EXHIBIT A

CONTRACT NO. 142-2009

Council of Governments (SACOG) from the County's RHNA allocation for the unincorporated area of Sacramento County to the City of Rancho Cordova.

2. Within 90 days of the effective date of the annexation, the City shall submit a copy of this Agreement to SACOG. As provided in California Government Code Section 65584.07(d) (2), the transfer shall be effective upon receipt by SACOG of the Agreement.

3. The foregoing Recitals are true and correct and are made a part of this Agreement

4. This Agreement shall become effective when executed by both parties.

5. This Agreement may be executed in separate counterparts.

Date: _____

City of Rancho Cordova
Ted Gaebler, City Manager

Date: _____

County of Sacramento
Susan Peters, Chairperson

APPROVED AS TO FORM:

Date: _____

Counsel for City of Rancho Cordova

Date: _____

Counsel for County of Sacramento

MEMORANDUM



DATE: November 2, 2009
TO: Honorable Mayor and Council Members
FROM: Shannan Loveless, Associate Planner
SUBJECT: RESOLUTION NO. 107-2009 APPROVING MATHER OFFICE CAMPUS, BUILDING B – DESIGN REVIEW – PROJECT NO. DD6621

PROPERTY OWNER:

John Jackson
JPI XXIX, L.P.
5665 Power Inn Rd #140
Sacramento, CA 95824

APPLICANT/DEVELOPER:

John Harris
Jackson Properties, Inc.
5665 Power Inn Rd #140
Sacramento, CA 95824

PROJECT: Mather Office Campus, Building B – Design Review
FILE: RC08-368
LOCATION: North side of Peter A. McCuen Boulevard, west of Schriever Avenue
APN: 077-0050-085
PLANNER: Shannan Loveless, Associate Planner

RECOMMENDATION

That Council:

- a) Accept the Planning Commission recommendation to find that the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project; and
- b) Adopt Resolution No. 107-2009, approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the Project Plans and Conditions of Approval.

RESULT OF RECOMMENDED ACTION

Design Review approval will allow the applicant to construct a new, approximately 114,000 square foot office building in the Mather Field Special Planning Area (MFSPA). The project is the second of two two-story office buildings planned for this site on Peter A. McCuen Boulevard, and will continue the build-out of the MFSPA with large scale office uses.

BACKGROUND

In June of 1997, the County of Sacramento adopted the Mather Field Special Planning Area (MFSPA) to facilitate the conversion of the Mather Air Force Base to civilian uses. The MFSPA defined land use districts and subareas to guide the location of certain types of development within the special planning area. The MFSPA provided varied

development standards and design guidelines, based on the district and subarea in which the project is proposed. The MFSPA mostly refers to the old Zoning Code, which was adopted by Sacramento County. Although the City adopted its new Zoning Code in February 2009, the new Zoning Code does not apply to this project. The proposed project has been evaluated against the MFSPA, as described above, and the City Design Guidelines.



Figure 1 - Aerial Site Location

Table 1. Adjacent Zoning and Current Land Use

	General Plan Land Use Designation	Zoning Designations	Existing Land Use
Subject Property	Mather SPA	Campus District / Commercial Office Park Subarea	Vacant
North	Mather SPA	Campus District / Commercial Office Park Subarea	Office Park and O.E.S.
East	Mather SPA	Campus District / Recreation Subarea	Mather Sports Center
South	Mather SPA	Campus District / Commercial Office Park Subarea	Airfield and Office Park

West	Countryside – Lincoln Village Planning Area	Industrial Office Park (MP)	Industrial Office Park and Old Placerville Rd.
------	---	-----------------------------	--

ANALYSIS

General Plan Consistency

The General Plan land use designation for this property is Office Mixed Use (OMU). The General Plan encourages the integration of commercial and/or residential use in conjunction with office use on the site. The proposed project fulfills the requirement for office as the predominant use. The project is also consistent with General Plan goals and policies as identified in Resolution No. 107-2009 (**Attachment 1**).

Zoning and Development Standards

The proposed project fulfills the development standards of the MFSPA Campus District Commercial / Office Park Subarea. The following standards and relevant zoning code sections are met: height, setbacks, landscaping, parking, and trash enclosures.

Building and Site Design

The MFSPA Ordinance includes a Design Framework for the Campus District (or Campus Area) and development standards for the Commercial Office Park Subarea. Subsequently, the City adopted a Design Review process and Design Guidelines that support and expand upon the MFSPA guidelines. The project was analyzed using both the MFSPA Design Framework, as well as the City of Rancho Cordova Design Guidelines for Office and Office Mixed Use Projects, and the Planning Commission has determined the project meets all applicable objectives.

The building will be constructed in a concrete tilt-up method, and the design includes recessed storefront windows and pre-cast concrete wall panels with articulated reveal patterns provide a rhythm and pattern along the building wings and add distinction to the façade. The building is consistent with other building forms nearby and complements the Mather Field Campus District. The building layout is designed to promote a campus appearance, and includes formal entrance plazas and pedestrian connections to both the public right of way and adjacent sites. Further analysis is included in the Design Review findings contained in Resolution No. 107-2009 (**Attachment 1**).

Right-of-Way Dedication or Acquisition

Peter A. McCuen Boulevard has been identified for future road widening by the Public Works Department. Figure 2, at right, illustrates the schematic re-alignment of Old Placerville Road and Peter A. McCuen Boulevard. In addition to re-alignment, Peter McCuen Boulevard is projected to be widened to four lanes. Public Works staff has reviewed the proposed project to ensure future road improvements will not impact the site.

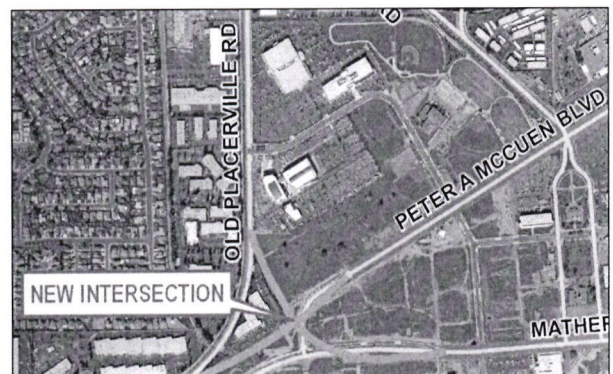


Figure 2 – Schematic Re-alignments

Environmental Analysis

A Master Environmental Impact Report (EIR) was prepared for the Mather Field Specific Plan area (which includes the MFSPA). The Master EIR addressed the cumulative impacts of the anticipated development within the planning area. This project density is within the limits of development described within the EIR, which analyzed the subject parcel for office/commercial uses. Staff has reviewed several biologic and hazardous waste studies and other reports regarding the property and has determined that the proposed project is not expected to result in any significant effects not discussed in the EIR. Nor is the project expected to result in any effects that are more severe than described in the EIR. The project will be consistent with the Mather Field Special Planning Area Mitigation Program, and therefore will not have a significant effect on the environment.

CONCLUSION

The proposed project will continue to set the tone for future developments in the Campus District of the Mather Field Special Planning Area. Its scale and site layout complement Building A, with convenient pedestrian paths linking the building to the street, to parking, and to surrounding buildings and the park. The building elevations are well designed, including a variety of architectural features and materials, variations in the roofline, and articulations to the façade. The project meets the intent of the City's Design Guidelines for office projects. Therefore, staff is recommending the Planning Commission forward a recommendation of approval to the City Council.

RECOMMENDED MOTION

Move the City Council accept the Planning Commission recommendation to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt Resolution No. 107-2009 (**Attachment 1**), approving the Design Review for Mather Office Campus Building B, Project No. RC-08-368, subject to the Project Plans (**Exhibit A to Attachment 1**), and Conditions of Approval (**Exhibit B to Attachment 1**).

ATTACHMENTS

1. Resolution No. 107-2009, including:
 - a. Exhibit A – Project Plans
 - b. Exhibit B – Conditions of Approval
2. Draft minutes from October 22, 2009 Planning Commission meeting
3. 500' radius map and labels used for Public Hearing Notices

CITY OF RANCHO CORDOVA

RESOLUTION NO. 107-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING DESIGN REVIEW FOR MATHER OFFICE CAMPUS BUILDING B
PROJECT # RC08-368**

WHEREAS, Jackson Properties, Inc., (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Design Review for an approximately 114,000 square foot office building, located on the north side of Peter A. McCuen Boulevard, west of Schriever Avenue (Assessor's Parcel Number: 077-0050-085); and

WHEREAS, on October 8, 2009, Planning Commission of the City of Rancho Cordova conducted a properly noticed public hearing and, by a 5:0 vote, forwarded a recommendation to the City Council to adopt a resolution approving the Design Review for this project; and

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

WHEREAS, the Environmental Impact Report (EIR) prepared for the Mather Field Specific Plan adequately addresses the environmental impacts of the project under the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council:

1. Determine the Mitigated Negative Declaration is adequate and complete according to the Guidelines of the California Environmental Quality Act.

- a) Finding: The Environmental Impact Report (EIR) prepared for the Mather Field Specific Plan adequately addresses the environmental impacts of the project under the California Environmental Quality Act.

Evidence: The cumulative impacts of development within the Mather Field Special Planning Area (MFSPA) were addressed in the EIR. This project is within the anticipated framework of future development as listed in Table 3 of the MFSPA. Staff has reviewed several biologic, hazardous waste studies and other reports regarding the subject property and has determined that the project is not expected to result in any significant impacts not described in the EIR. The project will be consistent with the Mather Field Mitigation Program, and therefore will not have a significant effect on the environment.

2. Approve the Design Review, subject to the Project Plans (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as required by Zoning Code Section 1.14.050:

- a) Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special

Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence:

The proposed project is consistent with the objectives of the General Plan as follows:

- The project implements General Plan Policy UD.3.2 by creating a safe, inviting, and functional pedestrian and cyclist environments for an office project.
- The project implements General Plan Policy UD.4.2; that the project is compatible with surrounding development in ways that contribute to the desired character of the (Mather Campus) District.
- The project implements General Plan Policy ED.1.2 with construction of new office space that serves the current and future needs of the community.

The project will comply with all applicable development standards for the Mather Field Special Planning Area Campus District Commercial / Office Park Subarea. In addition, the applicable City of Rancho Cordova Design Guidelines are satisfied by this project as described by the facts and findings discussed below.

- b) Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The project architect has elected to use a concrete tilt-up structure for the main mass of the building. This is the predominant building type developed in the MFSPA Campus District and is appropriate for office uses. Pedestrian connections through the parking lot and to the street and will provide improved access in the area. The landscaping defines these walkways with color and plazas help to denote entries and outdoor activity spaces. These features enhance the character of the MFSPA and City of Rancho Cordova as a whole.

- 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: The two story glass entryway with accent tiles and formal entrance plaza further accentuates the main entry which faces the street. Canopies also provide interest and weather protection at all four entries.

Recessed storefront windows and pre-cast concrete wall panels with articulated reveal patterns provide a rhythm and pattern along the building wings and add distinction to the façade. Up-lighting will further accentuate the reveals and provide interest during non-daylight hours. The color of the metal supports the relationship of the storefront frames to the exterior fenestration colors, reinforcing an architectural vocabulary. The extensive use of glass at the exterior also promotes an ultimate interior space design where natural day-lighting solutions can enhance the worker experience within the space.

- d) Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

ATTACHMENT 1

Evidence: An enhanced pedestrian access walkway is provided from the public right-of-way to the main building entry, and a small plaza provides a semi-formal outdoor seating area with tree pots and pedestrian-scale bollard lights. Bicycle racks are provided at both entries and secure bicycle parking will be provided within the building. Pedestrian walkways also surround the building and connect to the rear parking area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, City Clerk



COMSTOCK ARCHITECTS, INC.

Preliminary Design For:

MATHER OFFICE CAMPUS BLDG. B

MATHER CA 95027

COMSTOCK JOHNSON ARCHITECTS, INC. 10520 ARMSTRONG AVENUE, MATHER, CA 95655
916.382.8303(P) 916.382.5841(F)



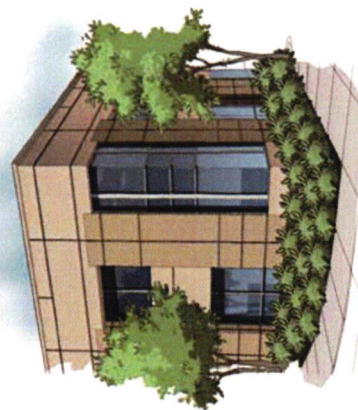
View from Peter A. McCuen Blvd.



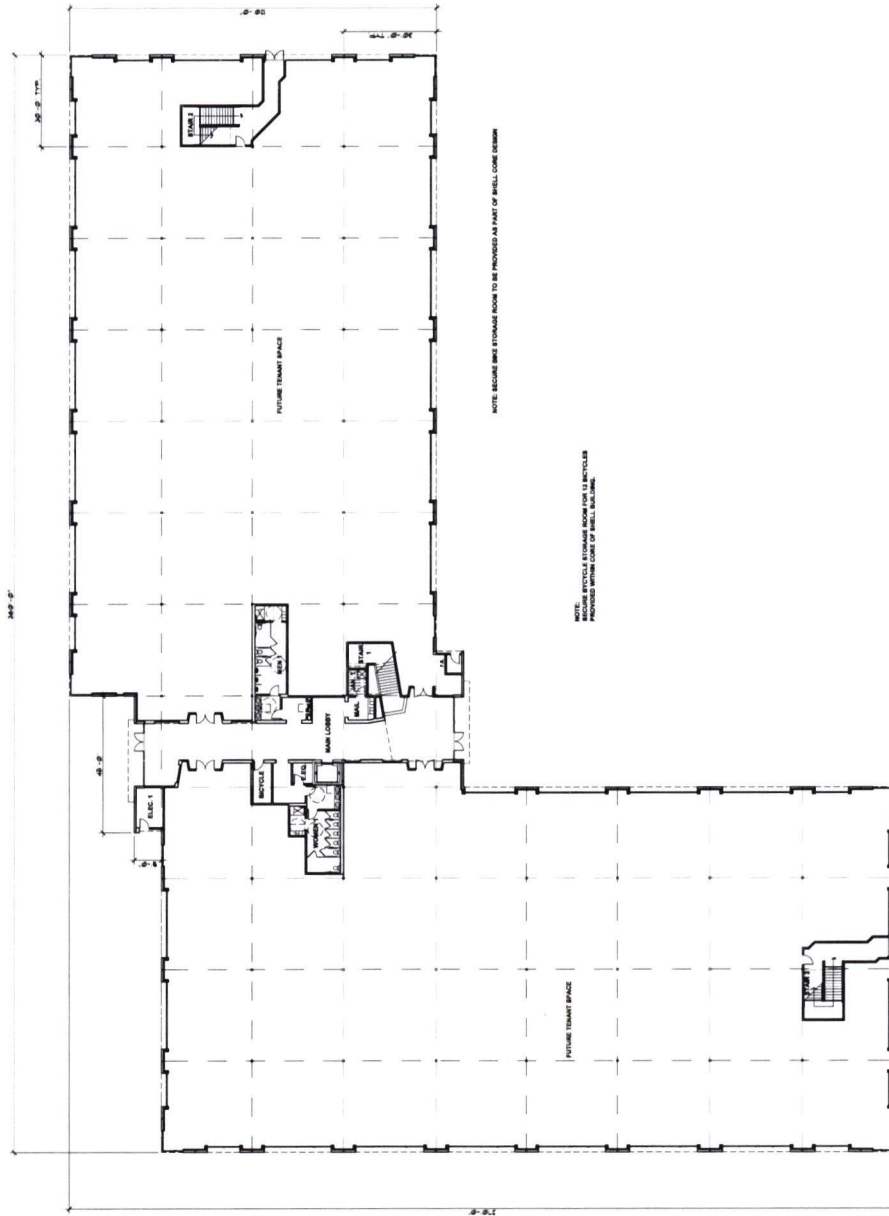
Panel Detail



Entry Detail



Corner Detail



FIRST FLOOR PLAN

1/16" = 1'-0"



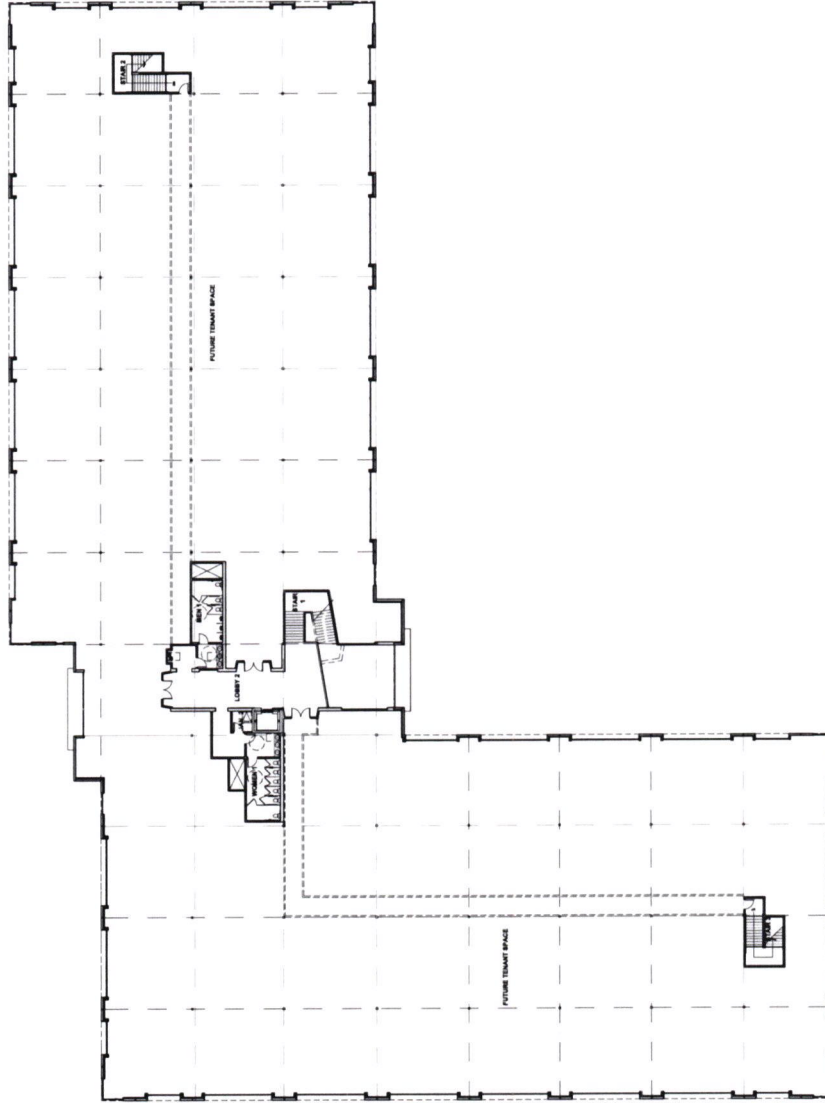
Preliminary Design For:
**MATHER OFFICE CAMPUS
 PHASE III BUILDING B**
 Peter A McCuen Blvd. Rancho Cordova, California

COMSTOCK JOHNSON ARCHITECTS, INC. 18520 ARMSTRONG AVE. MATHER, CA 95655
 916.332.8332 (PHONE) WWW.CJA-ARCHITECTS.COM 916.332.8341 (FAX)

PA2

DESIGNED BY: CJA PROJECT NO: 18-0001
 DATE: 10-20-18





SECOND FLOOR PLAN

1/16" = 1'-0"



Preliminary Design For:
MATHER OFFICE CAMPUS
PHASE III BUILDING B
 Peter A McCuen Blvd. Mather, California

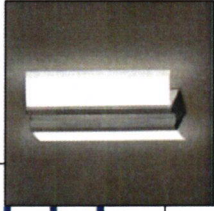
COMSTOCK JOHNSON ARCHITECTS, INC. 10520 ARMSTRONG AVE. MATHER, CA 95655
 916.382.8300 (PHONE) WWW.CJA-ARCHITECTS.COM 916.382.8841 (FAX)

PA3

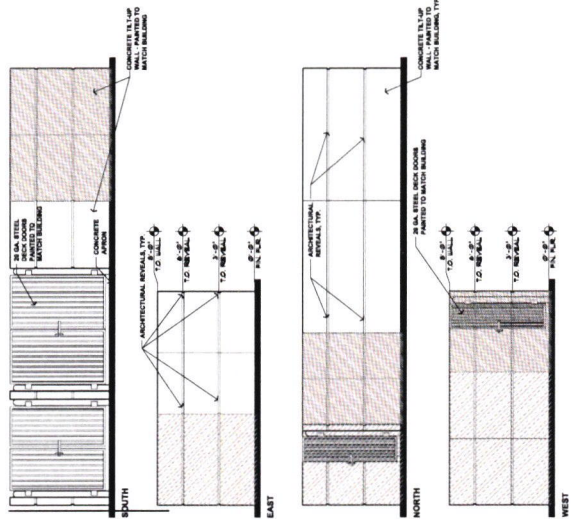
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 PROJECT NO.: 08-0008
 DATE: 08-20-08



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WALL SCONCE



BICYCLE PARKING/ TRASH ENCLOSURE
1/4" = 1'-0"

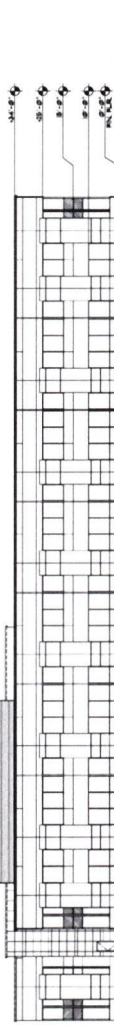
PA4

DESIGNED/DRAWN BY: NEW JH
CHECKED BY: JH
DATE: 02/20/08

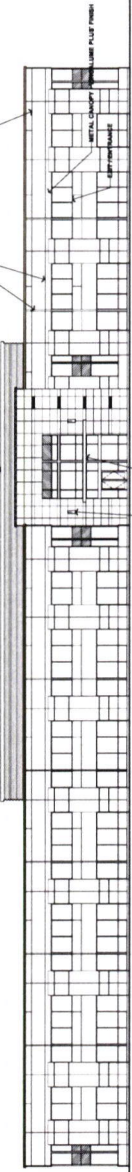
COMSTOCK JOHNSON ARCHITECTS, INC. 10520 ARMSTRONG AVE. MATHER, CA 95635
916.332.3302 (PHONE) WWW.CJA-ARCHITECTS.COM 916.332.3841 (FAX)

Preliminary Design For:
MATHER OFFICE CAMPUS
PHASE III BUILDING B
Peter A McCuen Blvd. Mather, California

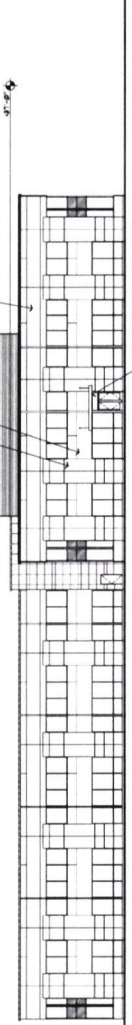
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1/16" = 1'-0"



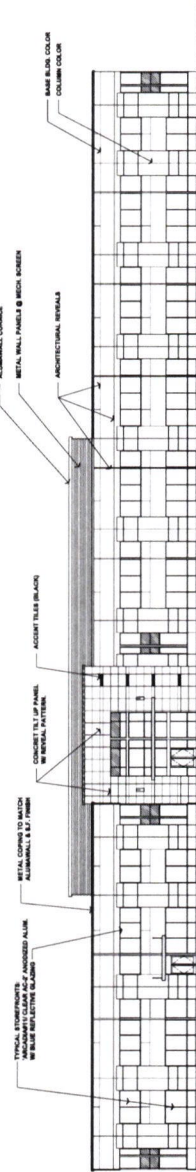
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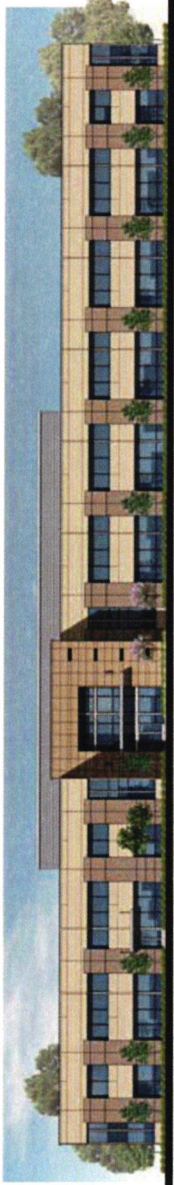


EAST ELEVATION
1/16" = 1'-0"



SOUTH ELEVATION
1/16" = 1'-0"





SOUTH ELEVATION

1/16" = 1'-0"



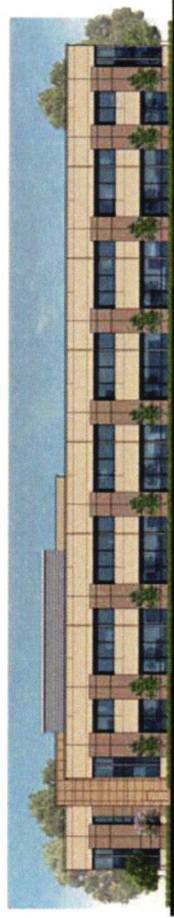
EAST ELEVATION

1/16" = 1'-0"



NORTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"



Preliminary Design For:
MATHER OFFICE CAMPUS BLDG. B
MATHER CA 95227

CONSTOCK JOHNSON ARCHITECTS, INC. 10520 ARMSTRONG AVENUE, MATHER, CA 95635
916.342.6103(P) 916.352.5841(F)

[illegible]

PLANT LIST & LEGEND		QTY	QUANTITY
SYMBOL	BOTANIC NAME	COTTON NAME	

Plant	Height	Flower Color	Flower Shape	Flower Size	Flower Color	Flower Shape	Flower Size
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2. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
3. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
4. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
5. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
6. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
7. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
8. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
9. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small
10. <i>Asplenium adnigrum</i>	10-15 cm	White	Star-shaped	Small	White	Star-shaped	Small



MATHER CA 95827

COMSTOCK JOHNSON ARCHITECTS, INC. 10304 PIACER LANE, SUITE A, SACRAMENTO, CA 95827-2511
916.362.6303 P: 916.362.5841(F)



Garth Ruffner Landscape Architect (949) 787-2578
SXL #007, Riverside, CA 92504-5138
4120 Canyon Blvd., Suite 200, California R.L.A. #0108
Fax 787-2577

APN: 77-050-060
CORDOVA RECREATION AND PARK DISTRICT
BK 940915 OR PG 1513

BUILDING B
DATE: JULY 2008
SHEET: 1
JOB NO.: 84-006-03

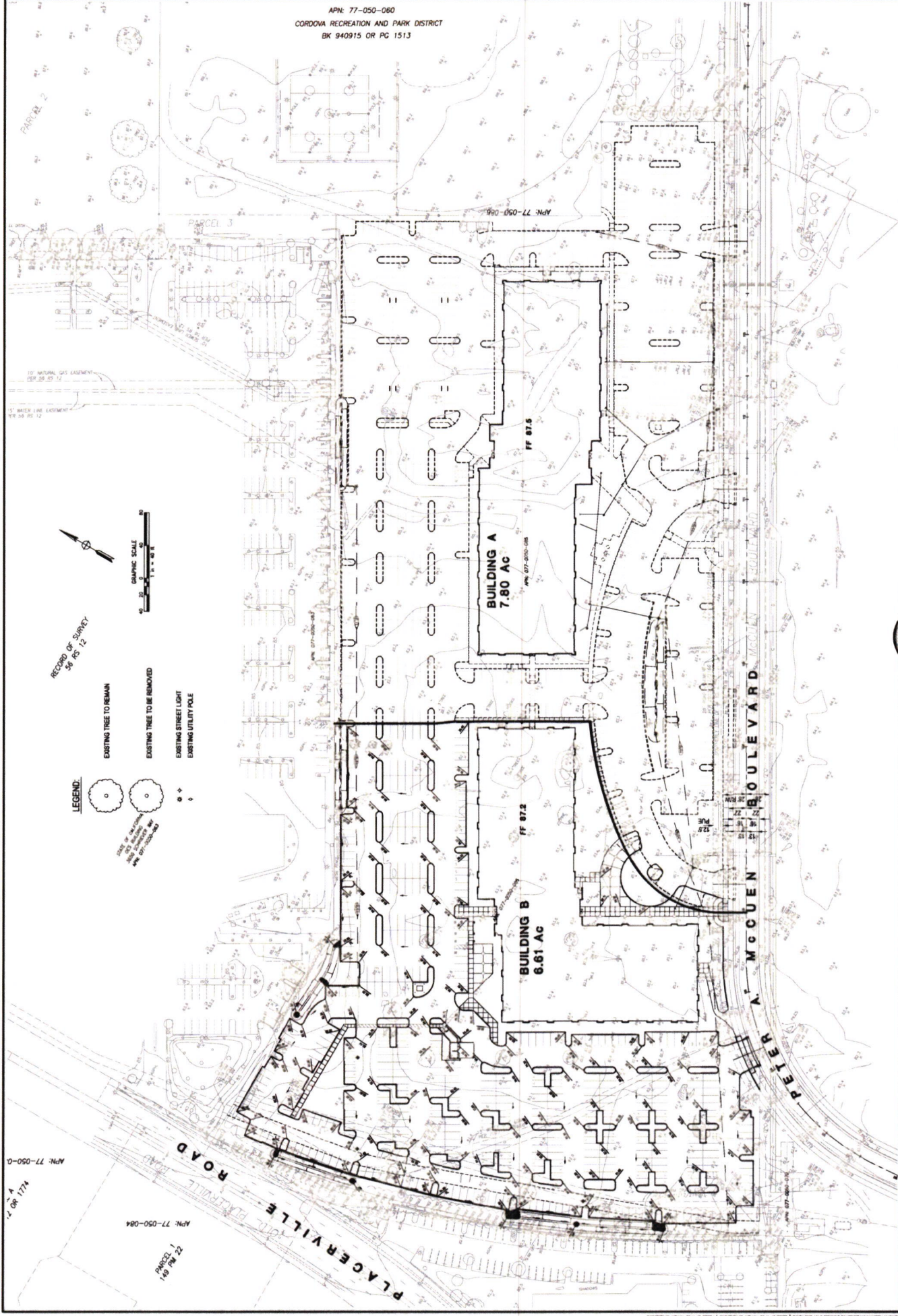
PRELIMINARY GRADING PLAN FOR
MATHER OFFICE CAMPUS BUILDING B
GRADING PLAN
CITY OF SACRAMENTO, CALIFORNIA

MORTON & PITALO, INC.
CIVIL ENGINEERING - LAND PLANNING - LAND MARKETING
LANDSCAPE ARCHITECTURE - TRAFFIC ENGINEERING
PHONE: 916.977.2400 • FAX: 916.977.2200 • INTERNET: WWW.MPINC.COM
MORTON & PITALO, INC. IS AN EQUAL OPPORTUNITY EMPLOYER



NO.	DESCRIPTION	APPRO.	DATE	SCALE	REVISION
1	DESIGNED	SA			
2	DRAWN	MP			
3	CHECKED	RM			

NO.	DESCRIPTION	APPRO.	DATE	SCALE	REVISION
1	DESIGNED	SA			
2	DRAWN	MP			
3	CHECKED	RM			



RECORD OF SURVEY
50' RS 12

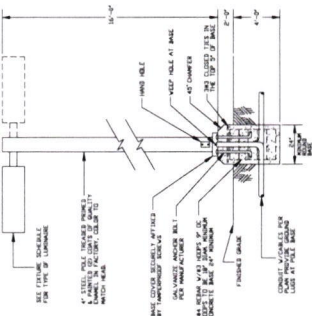
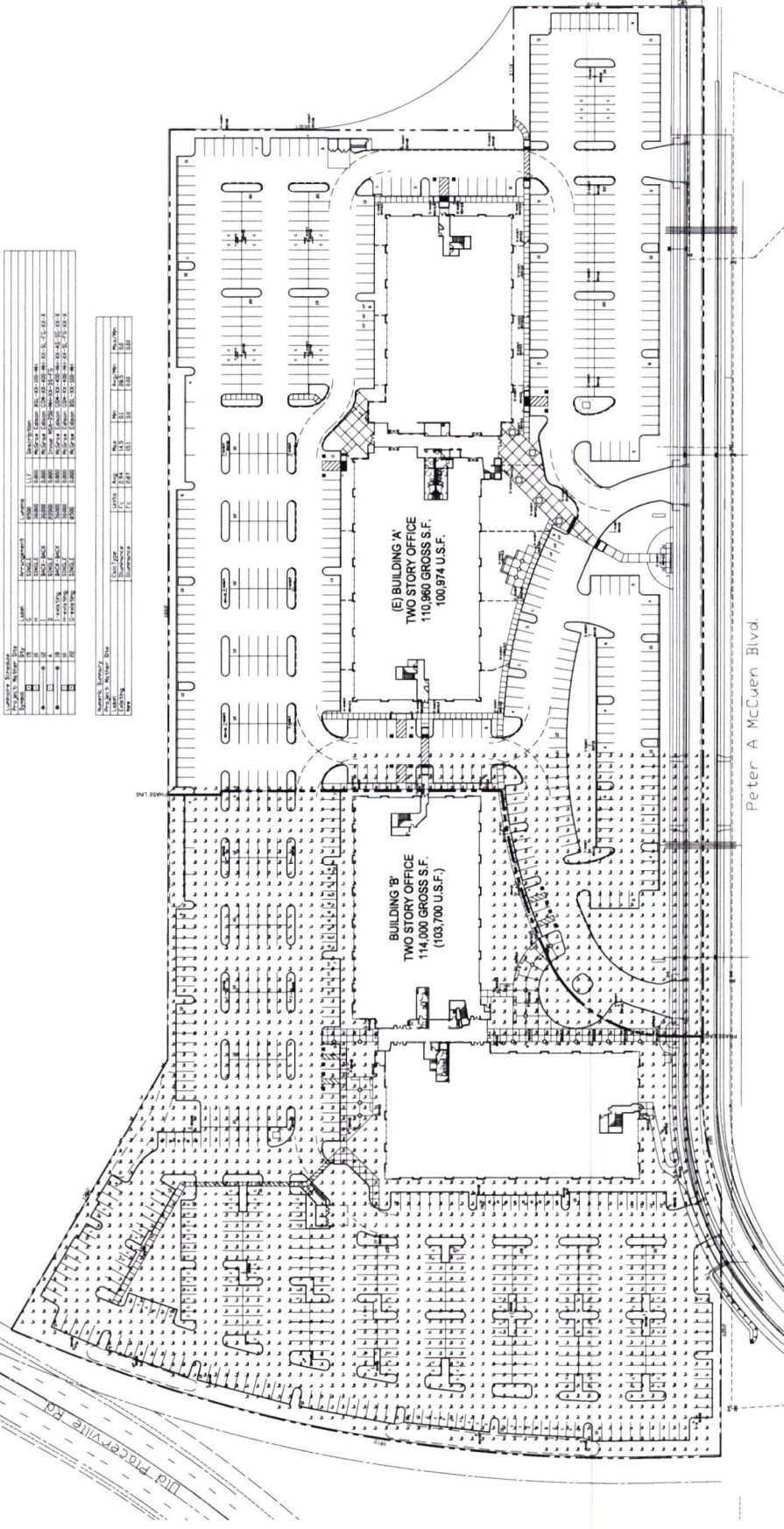


- LEGEND:**
- EXISTING TREE TO REMAIN
 - EXISTING TREE TO BE REMOVED
 - EXISTING STREET LIGHT
 - EXISTING UTILITY POLE

APN: 77-050-07
APN: 77-050-08A
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91. 1" = 40'	91. 1" = 40'
92. 1" = 40'	92. 1" = 40'
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96. 1" = 40'	96. 1" = 40'
97. 1" = 40'	97. 1" = 40'
98. 1" = 40'	98. 1" = 40'
99. 1" = 40'	99. 1" = 40'
100. 1" = 40'	100. 1" = 40'



Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
1.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	ONGOING	FINANCE		N		112
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	ONGOING	PLANNING		N		109
3.	This Design Review shall become effective ten (10) days after approval by the City Council. In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	ONGOING	PLANNING		N		111
4.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Attachment 1) for the new approximately 114,000 square foot spec office building in the Mather Special Planning Area, located on the north side of Peter A McCuen Blvd and west of Schriever Ave (APN: 077-0050-085).	ONGOING	PLANNING		N		108
5.	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.	ONGOING	PLANNING		N		110

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval							Internal ID#
		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	
6.	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.	ONGOING	PUBLIC WORKS		N		101
7.	Provide drainage easements pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	IMPROVEMENT PLAN - APPROVAL	DRAINAGE		N		114
8.	Incorporate stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with "Start at the Source", latest edition as published by BASMAA. Such implementation may be able to reduce the stormwater quality treatment requirement. This project will require permanent stormwater quality treatment facilities. It is recommended to consider the layout of the treatment facilities early on in the planning process. This project will require permanent onsite stormwater quality treatment.	IMPROVEMENT PLAN - APPROVAL	DRAINAGE		N		113
9.	Plans shall be submitted to the fire prevention bureau showing hydrant locations for review and approval prior to construction. Fire hydrant details and fire department notes shall be shown on the site plans or improvement drawings.	IMPROVEMENT PLAN - APPROVAL	METRO FIRE		N		115
10.	All curbs immediately adjacent to internal walkways shall be vertical in design.	IMPROVEMENT PLAN - APPROVAL	PLANNING		N		116
11.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		100

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval							Internal ID#
		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	
12.	Enter into a frontage agreement and bond for construction of public improvements relative to the access driveway to be constructed near the southwest corner of the site and/or other construction in right-of-way to the satisfaction of the Public Works Department.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		106
13.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		107
14.	Sewer easements may be required. All sewer easements shall be dedicated to the District, in a form approved by the District Engineer. All District sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The District will provide maintenance only in public right-of-ways and in easements dedicated to the District.	IMPROVEMENT PLAN - APPROVAL	SACRAMENTO AREA SEWER DISTRICT		N		117
15.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance, in accordance with Sacramento County Water Agency Ordinance No. 18.	BUILDING PERMIT - ISSUANCE	DRAINAGE		N		122
16.	The project shall conform to the specific provisions of the City of Rancho Cordova Water Conservation Ordinance.	BUILDING PERMIT - ISSUANCE	DRAINAGE		N		123

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
17.	Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the route of the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to any construction or on-site storage of combustible materials. The minimum required fire flow for the protection of commercial structures with an area per building not exceeding 3,600 square feet is 1,500 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration. Each approved fire hydrant shall have a minimum flow of 1,500 gallons per minute (gpm) for commercial developments. Additional requirements apply to commercial structures with building areas greater than or equal to 3,600 square feet.	BUILDING PERMIT - ISSUANCE	METRO FIRE		N		121
18.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director or his designee.	BUILDING PERMIT - ISSUANCE	PLANNING		N		118
19.	The applicant shall submit a revised landscape plan for review and approval by the Planning Director or his designee.	BUILDING PERMIT - ISSUANCE	PLANNING		N		119
20.	Bicycle parking shall be provided inside the building for employees. A designated bicycle parking room with wall mounted racks is strongly recommended. Final design solution shall be to the satisfaction of the Planning Director or his designee.	BUILDING PERMIT - ISSUANCE	PLANNING		N		120

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval						
	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
21. Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: " On-site civil improvements, utility laterals, etc. " Building B shall maintain a clear building setback from the westerly property line of at least 165 feet for the purposes of accommodating a potential future realignment of Old Placerville Road. " Improvement plans shall clearly delineate all transitions to existing improvements. All improvements to be designed and constructed to satisfaction of Public Works Department	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N		102
22. Install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	BUILDING PERMIT - OCCUPANCY	DRAINAGE		N		137
23. 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.	BUILDING PERMIT - OCCUPANCY	METRO FIRE		N		126

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval							Internal ID#
		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	
24.	Provide access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. Traffic calming measures, speed bumps, humps, etc., shall not be installed in fire apparatus access roadways.	BUILDING PERMIT - OCCUPANCY	METRO FIRE		N		127
25.	All structures proposed for this project shall be equipped with an approved automatic fire sprinkler system. The automatic fire sprinkler system shall be designed to NFPA 13 standards. Fire sprinkler risers shall be located within an approved fire control room directly accessible from the exterior of the building. Fire department connections shall be located on the address side of the structures.	BUILDING PERMIT - OCCUPANCY	METRO FIRE		N		128
26.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director or his designee.	BUILDING PERMIT - OCCUPANCY	PLANNING		N		124
27.	All landscaping shall be planted according to the approved landscape plans. A certificate of compliance shall be submitted by a landscape architect, certifying the water conservation features were installed according to plan.	BUILDING PERMIT - OCCUPANCY	PLANNING		N		125

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval					
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
28. PARKING/CIRCULATION 1. All entrances to the parking area shall be posted with appropriate signs per 22658(a) CVC, to assist in removing vehicles at the property owner's/manager's request. 2. Handicapped parking spaces shall be clearly marked and properly posted and be conveniently located near the primary entrances of the buildings they are intended to serve. 3. Employee and customer parking should be mixed, to allow for a constant visibility of employee vehicles throughout the day. 4. An outdoor employee break area should be provided, which allows for sufficient visibility to the parking area. This is to allow for more continual observation of the parking areas throughout the business day.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
					Internal ID# 131

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval					
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
29. BUILDING SECURITY 1. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of (1) inch each side of the strike, so as to prevent violation of the strike. 2. 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. 3. Employee/pedestrian and utility room doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1-3/4 inches and shall be secured by a deadbolt lock with minimum throw of one (1) inch. 4. Outside hinges on all exterior doors shall be provided with nonremovable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door. 5. Doors with glass panels and doors with glass panels adjacent to the door frame shall be secured with burglary-resistant glazing or the equivalent, if double-cylinder deadbolt locks are not installed. 6. Doors with panic bars will have vertical rod panic hardware with top and bottom latch bolts. No secondary locks should be installed on panic-equipped doors, and no exterior surface-mounted hardware should be used. A 2" wide and 6" long astragal shall be installed on the door exterior to protect the latch. No surface-mounted exterior hardware need be used on panic-equipped doors.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
					132

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
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| 7. Windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of three hundred (300) lbs. applied in any direction. | | | | |
| 8. All hatchway openings on the roof of any building shall be secured as follows: | | | | |
| a. If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws. | | | | |
| b. The hatchway shall be secured from the inside with a slide bar or slide bolts. The Fire Marshall must approve the use of crossbar or padlock. | | | | |
| c. Outside hinges on all hatchway openings shall be provided with nonremovable pins when using pin-type hinges. | | | | |
| 9. All air duct or air vent openings exceeding 8" x 12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following: | | | | |
| a. Iron bars of at least 1/2" round or one by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened; OR | | | | |
| b. A steel grill of at least 1/8" material or two inch mesh and securely fastened; AND | | | | |
| c. If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside. | | | | |

Comments

Verification Date and Signature	Monitor
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Enforcing
Agency

Timing

Section I Conditions of Approval

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
30. LANDSCAPING 1. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along the building perimeter. 2. All walkway curbs shall be vertical in design. Rounded curbs shall be avoided whenever possible. 3. All landscaping plans shall include maintenance of all landscape materials that may come in contact with lighting or address elements. Tree canopies shall be above light poles (at maturity) and any shrubbery shall not obstruct pedestrian-scale accent lighting.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N		133

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval					
	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
31. LIGHTING 1. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of 1-footcandle minimum, maintained at ground level, is required. A combination of wall and pole mounted fixtures may be used. 2. 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. 3. Exterior door, perimeter, and soffit lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting. (The building photocells should be located near any roof hatch openings for ease of maintenance.)	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
32.	BUILDING NUMBERING	POLICE DEPARTMENT		N	
Each different building within this development shall have its particular address prominently displayed on the sides facing all streets, and its front and rear doors. (Rear door numbers only need to be three inches in height.) If front door numbers are placed on glass, the numerals shall be white in color.					
					Internal ID# 134
					135

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
33.	Install public improvements to the satisfaction of the Public Works Department.	BUILDING PERMIT - OCCUPANCY	PUBLIC WORKS		N	
34.	Connection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to any onsite and off-site sewer construction.	BUILDING PERMIT - OCCUPANCY	SACRAMENTO AREA SEWER DISTRICT		N	
35.	Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or the District public sewer line.	BUILDING PERMIT - OCCUPANCY	SACRAMENTO AREA SEWER DISTRICT		N	
						130

Draft Conditions of Approval/Mitigation Measures

Section II Mitigation Measures						
	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
36. The applicant shall comply with all the mitigation measures included in the Final Subsequent Environmental Impact Report adopted for the Mather Field Specific Plan in February 1997 and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$2,000. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount. Deposit shall be paid prior to review or approval of any grading or improvement plans. Enforcement of mitigation measures is ongoing.	Ongoing	PLANNING		Y		501
37. BR-6 Pursuant to mitigation measure BR-6 of the Mather Field Specific Plan Final Subsequent EIR, no tree shall be removed during the raptor breeding season (March 15 - August 31) unless a qualified biologist has surveyed the trees during the breeding season and found no evidence of nesting raptor activity. If the survey identifies active raptor nesting, a 300-foot diameter non-disturbance buffer zone shall be established around the nest. All necessary surveys shall be provided to the City of Rancho Cordova Planning Department no less than 7 days prior to site disturbance between March 15 and August 31.	Improvement Plan - Approval	PLANNING		Y		502

Draft Conditions of Approval/Mitigation Measures

Section II Mitigation Measures						
	Internal ID#	Comments	Monitor	Verification Date and Signature	Enforcing Agency	Timing
38. AI-2 The following items must be included verbatim on all project plans: " All exposed soil and onsite construction roads shall be watered as needed to control fugitive dust. " All stockpiled soils shall be enclosed, covered, or watered as needed to control fugitive dust. " All inactive portions of the construction site shall either be watered, reseeded, or otherwise stabilized using methods such as SMAQMD-approved soil binders as needed to control fugitive dust. Text shall be included on all grading and improvement plans. Requirements shall be adhered to throughout construction activities.	503		Y		PLANNING	Improvement Plan - Approval

Draft Conditions of Approval/Mitigation Measures

Section II Mitigation Measures	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
39. CR-1 Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any development activities, work shall be suspended and the City of Rancho Cordova shall be immediately notified at (916) 851-8700. At that time, the City of Rancho Cordova will coordinate any necessary investigation of the find with appropriate specialists as needed. The project applicant shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains. Text shall be included verbatim on all project grading and improvement plans.	Improvement Plan - Approval	PLANNING		Y		504

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
October 8, 2009

1. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, October 8, 2009 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Vice Chair Ray Savorn called the meeting to order at 6:00 p.m.

Staff Present: Senior Planner, Jeff Beiswenger; Associate Planner, Shannan Loveless; Planning Commission Clerk, Jennifer Bennett

Roll Call:

Commissioners Present: Cummings, Johnson, Konarski, Savorn, Vance
Commissioners Absent: Burke, Moe

- A. **Flag Salute** – Pledge of Allegiance was conducted.
- B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the October 8, 2009 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Cummings, to approve the agenda of the October 8, 2009 Planning Commission Meeting. Motion was approved unanimously.

- C. **Minutes** – The Planning Commission reviewed the minutes of the September 10, 2009 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Cummings, to approve the minutes of the September 10, 2009 meeting. Motion was approved unanimously.

2. **PUBLIC COMMENT**

There were no public comments heard at this meeting on non-agenda items.

3. **PUBLIC HEARING**

A. **Consideration of the Design Review for the Taco Bell Rebuild, DD6621**

Request: The applicant is requesting Design Review of the proposed Taco Bell fast food restaurant with drive-thru service. This is a rebuild of an existing Taco Bell in this location.

Project Applicant: Phillip Moss, VMI Architecture, 637 5th Ave, San Rafael, CA 94901

Project Location: APN: 068-0050-010; 3411 Bradshaw Road

Recommendation: Staff recommends the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and forward to the City Council a recommendation to adopt a resolution approving the Design Review of the Taco Bell fast food restaurant, subject to the project plans and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and forward to the City Council a recommendation to adopt a resolution approving the Design Review of the Taco Bell fast food restaurant, subject to the project plans and Conditions of Approval. Vice Chair Savorn opened the public hearing and took testimony from the applicant.

The Commissioners had the following concerns and comments:

- Cummings-Is this property in the special sign corridor? Loveless-It is outside of the Special Sign Corridor, and complies with the commercial sign regulations.
- Cummings-Will trees be replaced, or just removed and not replaced? Loveless-Defer to applicant.
- Cummings-Will the trash enclosure be landscaped? Loveless-Yes, there will be landscaping surrounding the walls.
- Will the width of the building be narrower than the existing building? Loveless-Defer to applicant.
- Cummings-The Bradshaw Mobile Home Park appears to be within the 500' Radius; were all the units noticed? Loveless-I will follow up on this; however, we believe the occupants of the Mobile Home Park that were within the 500' radius were noticed.

PUBLIC COMMENT

Phillip Moss, Applicant

- I will verify that the Mobile Home Park was noticed properly. One clarification on staff's presentation – the trellises over the windows will be wood, not metal. To answer Commissioner Cummings' question regarding width of the building, the new building will be nine inches wider than the existing building. As for the trees, we wanted to pull the entrance to our drive-thru so we are removing three canopy trees; however, we are adding trees to compensate. The rest will remain the same. Parking has been reduced, but we meet city standards. Available for questions.
 - Johnson-I think taking out the parking spots in front will help the traffic flow.
 - Savorn-Will there be distinctive markings on the pavement to direct between the two businesses? Moss-Yes.
 - Cummings-You mentioned metal on the front trellises and wood on the sides, any reason? Moss-metal on smaller canopies is more difficult; they look better in wood.
 - Vance-It looks like one or two trees are being removed; is it possible to have them transplanted to the front? Moss-We can check with our landscape architect and see.

Vice Chair Savorn Closed the public hearing

AMENDMENT TO RECOMMENDED MOTION:

Amendment: Commissioner Vance requested that a condition be added that the applicant work with their landscape architect to salvage and replant/relocate trees if possible.

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Cummings, the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and forward to the City Council a recommendation to adopt a resolution approving the Design Review of the Taco Bell fast food restaurant, subject to the project plans and Conditions of Approval as amended.

Vote on the Motion:

AYES: Cummings, Johnson, Konarski, Savorn, Vance

NOES: NONE

ABSTAIN: NONE

ABSENT: Burke, Moe

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

B. Consideration of the Conditional Use Permit for Clearwire SAC0615A, DD6662

Request: The applicant is requesting a Conditional Use Permit to install a 15-foot extension to an existing monopole. The extension will increase the overall height of the tower to 57 feet, and it will accommodate 3 panel antennas, 3 microwave dishes and amplifiers. The new equipment is part of the company's strategy to offer wireless internet services in the area.

Project Applicant: Karen Lienert, Clearwire, 1140 Suncast Lane, El Dorado Hills, CA 95762

Project Location: APN: 058-0261-017; 1940 Zinfandel Drive

Recommendation: Staff recommends the Planning Commission determine the project Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 138-2009, approving a Conditional Use Permit for Clear Wireless, LLC, subject to the findings contained in the Resolution, Project Plans, Photosimulations, and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the project Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 138-2009, approving a Conditional Use Permit for Clear Wireless, LLC, subject to the findings contained in the Resolution, Project Plans, Photosimulations, and Conditions of Approval. Vice Chair Savorn opened the public hearing and took testimony from the applicant.

The Commissioners had the following concerns and comments:

- Konarski-Were there any camouflage options presented? Loveless-This was the original proposal and we felt it was acceptable. It is possible to remove the radome. Staff doesn't feel camouflaging would work in this location.
- Vance-If they would have stayed below the 50 feet height limit, would they have required the Conditional Use Permit? Beiswenger-Any increase in height requires a Conditional Use Permit.

- Cummings-Would like to see this item continued. There are concerns about the size of the pole, and questions for the applicant. It seems this may be a good candidate for camouflage. It also seems like a large increase in size. Loveless-Are there any particular camouflage options you'd like to see presented? Cummings-Would like to see a tree.
- Konarski-Would like to see a redwood tree, or other options that would blend into the community.
- Johnson-Can they add 8 feet instead of 15 feet? Loveless-Without the applicant here, it is difficult to say.
- Konarski-I would like to know the cost difference between something that is camouflaged and something that is not.
- Cummings-Will the box at the base be replaced? Loveless-The box will remain; the new equipment will be contained in the existing box. Cummings-I'd like to see fencing or landscaping around the base.
- Savorn-I was over there several times and really had to look for it to find it; it's not in a person's line of site. It seems like it's already hidden.

PUBLIC COMMENT

**The applicant was not available for comment.

Vice Chair Savorn Closed the public hearing

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Cummings, the Planning Commission continued the item to the November 12, Planning Commission Meeting.

Vote on the Motion:

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

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

C. Consideration of the Design Review for Mather Office Campus Building B, RC08-368

Request: The applicant is requesting Design Review approval for a spec office building in the Mather Special Planning Area. The project, Building B, is the second of two two-story office buildings planned for the parcel. Construction of Building A has been recently completed. Total gross floor area of the proposed Building B is approximately 114,000 square feet.

Project Applicant: John Harris, Jackson Properties, Inc., 5665 Power Inn Rd #140, Sacramento, CA 95824

Project Location: APN: 077-0050-085; North side of Peter A McCuen Boulevard, west of Schriever Avenue

Recommendation: Staff recommends the Planning Commission forward a recommendation to the City Council to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt a resolution approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the findings, evidence, Design Package, and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt a resolution approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the findings, evidence, Design Package, and Conditions of Approval. Vice Chair Savorn opened the public hearing and took testimony from the applicant.

The Commissioners had the following concerns and comments:

- Cummings-There are future plans for widening this road, correct? Does this new building pose any potential problems for this project? Loveless-The widening plans are not finalized yet, but public works has reviewed the plans and they are comfortable with the site – they don't foresee any complications.
- Cummings-Are there other commercial opportunities available for restaurants to come to the area? Loveless-Don't know of any that are proposed at the moment. We can verify that restaurant uses are allowed in the Campus District.
- Johnson-Will the fence be removed on the west side of the site plan? Loveless-Unsure; it depends on if it belongs to the applicant or adjacent owner.
- Savorn-Is there a protocol set up by the Planning Department that describes how bikes are to enter properties? Is there a pathway so bikes are not weaving through parked cars and stalls? Loveless-There are no dedicated internal paths, but this is something we can look into for developments.

PUBLIC COMMENT

Kevin Wilcox, Comstock Johnson Architect, Applicant

- We have prepared a design consistent with the existing Building A. The owner has worked hard on creating a sustainable design. The buildings are LEED Silver Certified. We agree to all the Conditions of Approval and are available for questions.
 - Johnson-Could you address the question about the fence? Wilcox-The only fence would be temporary fencing. The other fence is on the neighbor's parcel, so it won't be removed. Our original design incorporated a connection to Old Placerville Road through another property, but unfortunately, the property owner will not agree.
 - Cummings-Do you own the grass between the walk and the street? Wilcox-It is public right-of-way and is maintained by assessment that all property owners participate in. Cummings-Is it wide enough for trees? Wilcox-There are trees there currently, they are just not shown in the rendering.
 - Vance-Have you tried to get any stimulus money for solar? Wilcox-There is no money for private development. The challenge with solar is cost and roof area; the roof area ratio is fairly small. The other alternative is carports, but the problem is that you eliminate trees.

Vice Chair Savorn closed the public hearing

Action:

Motion: Commissioner Vance moved, seconded by Commissioner Cummings, the Planning Commission forwarded a recommendation to the City Council to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt a resolution approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the findings, evidence, Design Package, and Conditions of Approval.

Vote on the Motion:

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

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

4. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

5. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- NONE

6. ADJOURNMENT

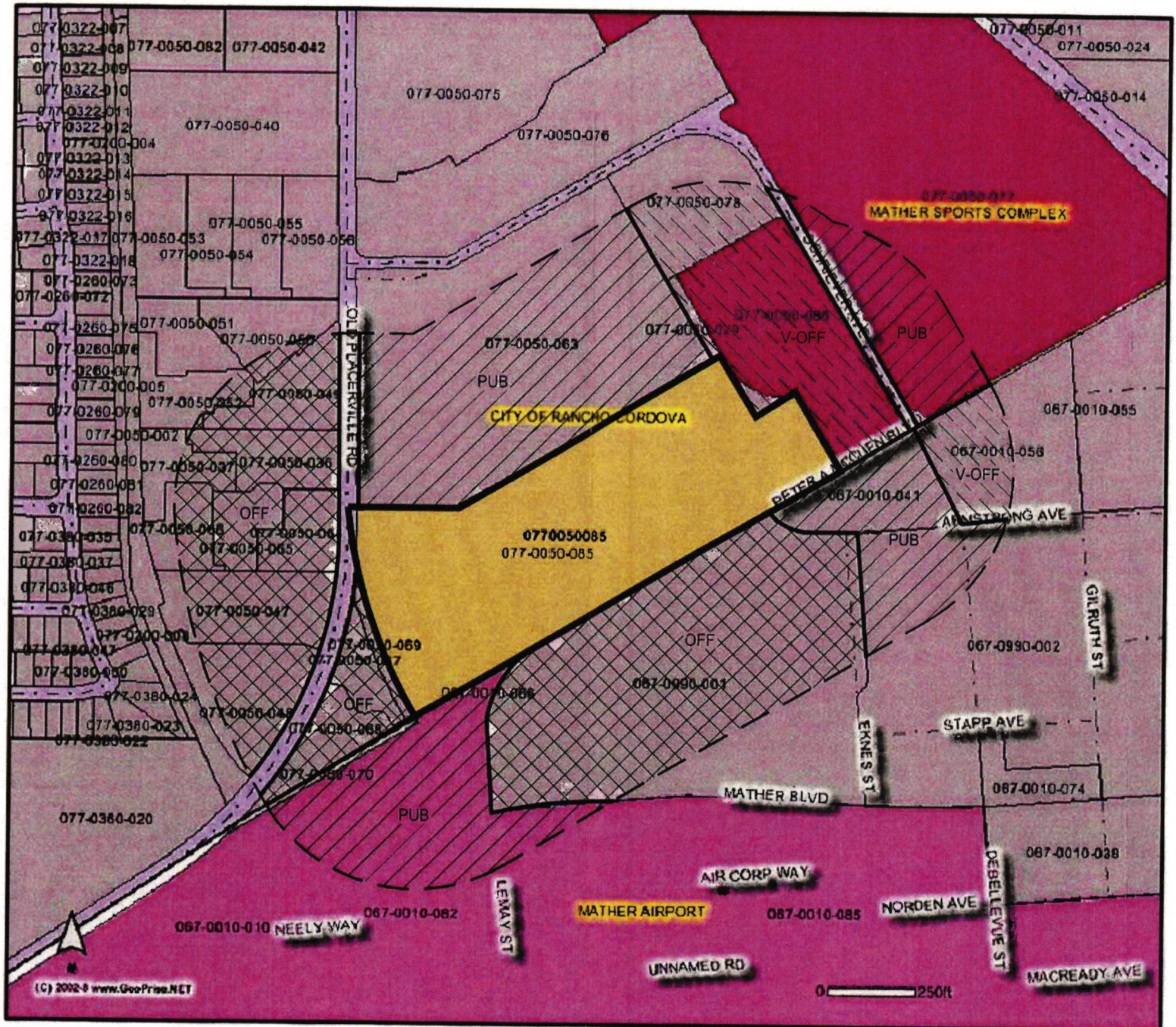
There being no further business before the Planning Commission, the meeting was adjourned at 7:16 p.m., September 10, 2009, to the next scheduled meeting.

Ray Savorn, Planning Commission Vice Chair

Paul Junker, Planning Director

ATTEST:

Jennifer Bennett, Commission Clerk



500' RADIUS MAP
MATHER OFFICE CAMPUS BUILDING B
 APN: 077-0050-085-0000

KLW/



UNITED STATES OF AMERICA
APN: 0670010010000
0000
MATHER, CA 95655

SHIVA, INC.
APN: 06700100460000
3610 AMERICAN RIVER DRIVE, 100
SACRAMENTO, CA 958644

MATHER DEVELOPMENT PARTNERS III...
APN: 06700100560000
3610 AMERICAN RIVER DRIVE, 100
SACRAMENTO, CA 95864

UNITED STATES OF AMERICA
APN: 06700100850000
MATHER BLVD
MATHER, CA 95655

CAMBRIDGE GARDENS LLC
APN: 07700500240000
PO BOX 368
HEALDSBURG, CA 95448

MICHAEL LEONARD BRUNETTI TRUST....
APN: 07700500470000
PO BOX 5699
SAN JOSE, CA 95150

JENSEN MARY C/RONNIE L
APN: 07700500500000
4424 KINGSCOTE WAY
MATHER, CA 95655

STATE OF CALIFORNIA
APN: 07700500630000
1 NO. ADDRESS
SACRAMENTO, CA 95826

UNITED WAY CA CAPITAL REGION
APN: 07700500660000
8912 VOLUNTEER LANE, 200
SACRAMENTO, CA 95826

WERTHMANN FAMILY PARTNERSHIP LI...
APN: 07700500690000
10411 OLD PLACERVILLE RD, 215
SACRAMENTO, CA 95827

UNITED STATES OF AMERICA
APN: 06700100130000
10593 PETER A. MCCUEN BLVD.
MATHER, CA 95655

MATHER DEVELOPMENT PARTNERS II IL...
APN: 06700100470000
3610 AMERICAN RIVER DRIVE, 100
SACRAMENTO, CA 958644

WEST COAST GAS CO., INC.
APN: 06700100660000
9203 BEATTY DRIVE
SACRAMENTO, CA 95826

UNITED STATES OF AMERICA
APN: 07700500020000
SACRAMENTO, CA 95827

MATHER FEDERAL CREDIT UNION
APN: 07700500360000
PO BOX 790
RANCHO CORDOVA, CA 95741

MCLELLAN PROPERTIES, LLC
APN: 07700500480000
1732 N. 1ST STREET, 100
SAN JOSE, CA 95112

HERITAGE COMMUNITY CREDIT UNION
APN: 07700500520000
10399 OLD PLACERVILLE RD
SACRAMENTO, CA 95827

MICHAEL LEONARD BRUNETTI TRUST....
APN: 07700500640000
PO BOX 5699
SAN JOSE, CA 95150

WERTHMANN FAMILY PARTNERSHIP LI...
APN: 07700500670000
10411 OLD PLACERVILLE RD, 215
SACRAMENTO, CA 95827

OLD PLACERVILLE RD DEVELOPMENT
APN: 07700500700000
10365 OLD PLACERVILLE RD, 200
SACRAMENTO, CA 95827

COUNTY OF SACRAMENTO
APN: 06700100410000
700 H STREET, 7650
SACRAMENTO, CA 95814

PLANT BROS. CORP.
APN: 06700100550000
27 REED BLVD.
MILL VALLEY, CA 94941

UNITED STATES OF AMERICA
APN: 06700100820000
MATHER BLVD
MATHER, CA 95655

TRAN HOANG
APN: 07700500140000
8244 TURNBURY DRIVE
SACRAMENTO, CA 95828

GIBSON JON/MARYLOIS
APN: 07700500370000
10411 OLD PLACERVILLE ROAD
SACRAMENTO, CA 95827

FORTUNE FIFTY ASSOCIATES
APN: 07700500490000
10491 OLD PLACERVILLE, 120
SACRAMENTO, CA 95827

UNITED STATES OF AMERICA
APN: 07700500580000
MATHER FIELD ROAD
MATHER, CA 95655

MICHAEL LEONARD BRUNETTI TRUST....
APN: 07700500650000
PO BOX 5699
SAN JOSE, CA 95150

C&S PROP HOLDING LLC
APN: 07700500680000
10411 OLD PLACERVILLE RD, 215
SACRAMENTO, CA 95827

CORDOVA RECREATION/PARK DISTRICT
APN: 07700500770000
2197 CHASE DRIVE
RANCHO CORDOVA, CA 95670

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ATTACHMENT 3

CORDOVA RECREATION/PARK DISTRICT
APN: 07700500780000
2197 CHASE DRIVE
RANCHO CORDOVA, CA 95670

COUNTY OF SACRAMENTO
APN: 07700500790000
700 H STREET, 7650
SACRAMENTO, CA 95814

JPI XXIX LP
APN: 07700500850000
5665 POWER INN ROAD, 140
SACRAMENTO, CA 95824

CORDOVA RECREATION/PARK DISTRICT
APN: 07700500860000
2197 CHASE DRIVE
RANCHO CORDOVA, CA 95670

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MEMORANDUM



DATE: November 2, 2009

TO: Honorable Mayor and Council Members

FROM: Shannan Loveless, Associate Planner

SUBJECT: **RESOLUTION NO. 106-2009 APPROVING TACO BELL – DESIGN REVIEW – PROJECT NO. DD6621**

PROPERTY OWNER:	APPLICANT/DEVELOPER:
Dave Fulwiler	Phillip Moss
PRB Management, Inc.	VMI Architecture
4709 Mangles Boulevard	637 5 th Avenue
Fairfield, CA 94534	San Rafael, CA 94901

PROJECT:	Taco Bell – Design Review
FILE:	DD6621
LOCATION:	3411 Bradshaw Road
APN:	068-0050-010
PLANNER:	Shannan Loveless, Associate Planner

RECOMMENDATION

That Council:

- a) Accept the Planning Commission recommendation to determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction; and
- b) Adopt Resolution No. 106-2009, approving the Design Review of the Taco Bell fast food restaurant, subject to the Project Plans and Conditions of Approval.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow demolition of the existing Taco Bell restaurant and the subsequent reconstruction of the new restaurant in its place. The new building and landscaping will enhance the character of the Bradshaw Road vicinity.

BACKGROUND

Location

The existing Taco Bell is located at 3411 Bradshaw Road, near the southeast intersection of Lincoln Village Drive, as illustrated in the figure 1 on Page 2 of 4. It is adjacent to the 7-11 convenience store on the north and Adalberto's fast food Mexican

restaurant on the south. The subject property is zoned Commercial Mixed Use (CMU), as illustrated in the Land Use Relationships with Adjacent Properties table below.



Figure 1 – Site Location: Near intersection of Bradshaw Road and Lincoln Village Drive

Land Use Relationships with Adjacent Properties

	General Plan Land Use Designation	Zoning	Existing Land Use
Subject Property	CMU (CS/LV PA)	CMU	Fast Food Restaurant (Taco Bell)
North	CMU (CS/LV PA)	CMU	Convenience Store (7-11)
East	CMU (CS/LV PA)	OPMU	Office Building
South	CMU (CS/LV PA)	CMU	Fast Food Restaurant (Adalberto's)
West	N/A (County Sacramento)	N/A (County Sacramento)	Office Building
<u>General Plan Abbreviations:</u> CMU – Commercial Mixed Use; CS/LV PA – Countryside/Lincoln Village Planning Area; N/A – Not Applicable <u>Zoning Abbreviations:</u> CMU – Commercial Mixed Use; OPMU – Office Professional Mixed Use; N/A – Not Applicable			

Conditional Use Permit

The original restaurant was constructed under the jurisdiction of Sacramento County. At the time, the Sacramento County Zoning Code required a Conditional Use Permit (CUP) for the original drive-thru use, and today the City's Zoning Code requires a CUP for drive-thru uses in CMU zones, per Section 2.5.030. Planning staff reviewed the original CUP from 1984 and verified the project met the conditions of the original CUP approval. The City's requirement for a CUP is satisfied by the existing CUP that was issued by the County.

Design Review

In accordance with Zoning Code Section 1.14, new commercial structures must obtain Design Review approval. The proposed design was evaluated for consistency with the Zoning Code and the Design Guidelines. Design Review approvals shall be granted only when all of the findings defined in Zoning Code Section 1.14.050 can be made. The required findings and the evidence to support them are contained in Resolution No. 106-2009 (**Attachment 1**).

The project has been designed to meet all applicable Zoning regulations, including setbacks, height regulations, onsite auto and bicycle parking, and improved onsite landscaping. In addition, the project adequately meets the objectives of the City Design Guidelines.

The proposed site configuration and building position onsite is nearly identical to the previous configuration, which has been suitable for the drive-thru restaurant use since its original construction. The proposed architecture will modernize the area, and the on-site landscape improvements will enhance the neighborhood by improving the edge condition along Bradshaw Road. Further analysis is included in the Design Review findings contained in Resolution 106-2009 (**Attachment 1**).

Environmental Analysis

This project is Categorically Exempt under Section 15302, Replacement or Reconstruction, of the California Environmental Quality Act Guidelines. Section 15302 applies when the proposed structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The proposed Taco Bell restaurant will be located in the same location of the same site as the Taco Bell restaurant to be demolished. The new structure will serve the identical purpose as the one being demolished, including a commercial kitchen, indoor dining area, and drive-thru window service.

CONCLUSION

The proposed building will replace the existing Taco Bell fast food restaurant with drive-thru service. In terms of site design, there will be very few changes from the existing configuration, in order to maintain reciprocal vehicular access to adjacent properties. Architecturally, the proposed building design will modernize the aesthetic onsite, and additional landscape will further enhance the character of Bradshaw Road. The Planning Commission recommends the City Council approve the Design Review as proposed.

RECOMMENDED MOTION

The Planning Commission recommends the City Council determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and adopt Resolution No. 106-2009 (**Attachment 1**), approving the Design Review of the Taco Bell fast food restaurant, subject to the Project Plans (**Exhibit A to Attachment 1**) and Conditions of Approval (**Exhibit B to Attachment 1**).

ATTACHMENT(S)

1. Resolution No. 106-2009, including:
 - a. Exhibit A – Project Plans
 - b. Exhibit B – Conditions of Approval
2. Draft minutes from October 8, 2009 Planning Commission meeting
3. 500' radius map and labels used for Public Hearing Notices

CITY OF RANCHO CORDOVA

RESOLUTION NO. 106-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING DESIGN REVIEW FOR TACO BELL - PROJECT # DD6621**

WHEREAS, VMI Architecture, (hereinafter referred to as Applicant) filed an application on behalf of PRB Management, Inc. with the City of Rancho Cordova for Design Review for the proposed rebuild of an existing Taco Bell fast food restaurant with drive-thru service, located at 3411 Bradshaw Road (Assessor's Parcel Number: 068-0050-010); and

WHEREAS, on October 8, 2009, Planning Commission of the City of Rancho Cordova conducted a properly noticed public hearing and, by a 5:0 vote, forwarded a recommendation to the City Council to adopt a resolution approving the Design Review for this project; and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council:

1. Determine the Mitigated Negative Declaration is adequate and complete according to the Guidelines of the California Environmental Quality Act.

- a) Finding: This project is Categorically Exempt under Section 15302, Replacement or Reconstruction, of the California Environmental Quality Act Guidelines. Section 15302 applies when the proposed structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Evidence: The proposed Taco Bell restaurant will be located in the same location of the same site as the Taco Bell restaurant to be demolished. The new structure will serve the identical purpose as the one being demolished, including a commercial kitchen, indoor dining area, and drive-thru window service.

2. Approve the Design Review, subject to the Project Plans (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as required by Zoning Code Section 1.14.050:

- a) Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the subject property is Commercial Mixed Use (CMU) in the Countryside/Lincoln Village Planning Area, and the property is Zoned CMU. Restaurants are consistent with the CMU designations. The proposed project has been designed to meet all applicable Zoning regulations, including setbacks, height regulations, on-site auto and bicycle parking, and improved on-site landscaping. In addition, the project adequately meets the objectives of the City Design Guidelines.

- b) Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The proposed site configuration and building position on site is nearly identical to the previous configuration, which has been suitable for the drive-thru restaurant use since its original construction. The proposed architecture will modernize the building, and the on-site landscape improvements will enhance the neighborhood by improving the edge condition along Bradshaw Road.

- 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: Consistent architectural elements are carried to all façades, including the multicolor cornice, metal awnings, and stone veneer base. The east side of the building is the least detailed, but since it faces the drive-thru line and is largely screened by a menu board, it is practical for that elevation to be more plain than the others. Entries are well marked by architectural projections, signage, and color blocking. The proposed building is similar in scale to the adjacent fast food restaurant to the south and the convenience store to the north. In addition, on site lighting will be improved from the existing system.

- d) Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The proposed project will not create conflicts among various modes of transportation. The parallel north-south drive aisle adjacent to Bradshaw Road maintains existing reciprocal vehicular access to the fast food restaurant on the south and the convenience store on the north. Covered bike racks will be provided at the front of the restaurant, providing diners the ability to monitor their parked bikes through the dining room windows. In addition, an accessible path of travel will be provided from the sidewalk at Bradshaw Road to the front of the restaurant. While this path does cross the north-south vehicular drive aisle, the walk is clearly marked for the pedestrians' safety.

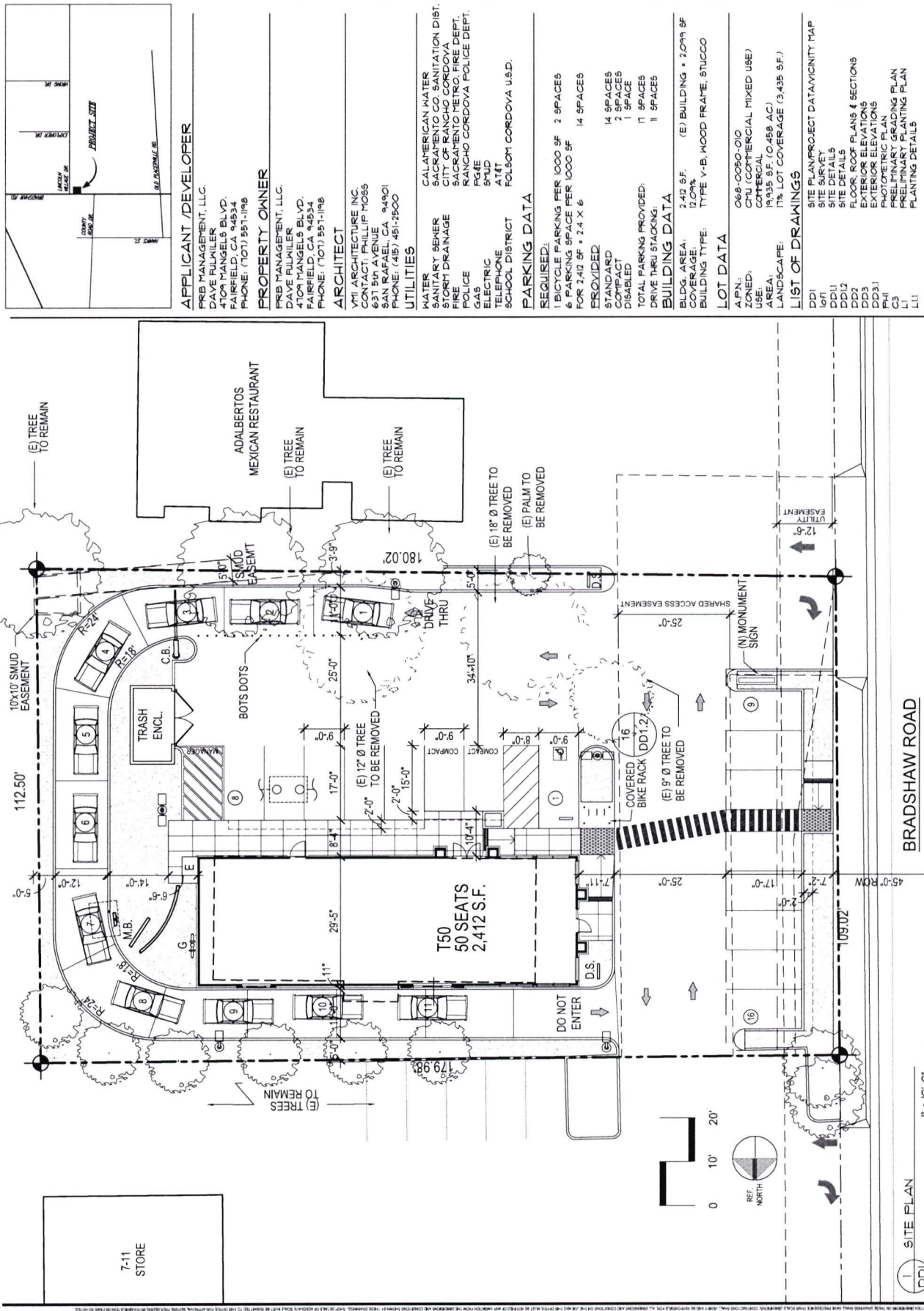
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2009 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

 Dan Skoglund, Mayor

ATTEST:

 Mindy Cuppy, City Clerk



APPLICANT / DEVELOPER
PRB MANAGEMENT, LLC
DAVE FULMILER
4109 HANGELS BLVD.
FAIRFIELD, CA 94534
PHONE: (707) 551-1198

PROPERTY OWNER
PRB MANAGEMENT, LLC
DAVE FULMILER
4109 HANGELS BLVD.
FAIRFIELD, CA 94534
PHONE: (707) 551-1198

ARCHITECT
VMI ARCHITECTURE INC.
CONTACT: PHILLIP MOSS
1500 W. WILSON AVE.
SAN RAFAEL, CA 94901
PHONE: (415) 451-7500

UTILITIES
WATER
CALIFORNIA WATER
SACRAMENTO CO SANITATION DIST.
CITY OF RANCHO CORDOVA
FIGHT DRAINAGE
POLICE
GAS
ELECTRIC
TELEPHONE
SCHOOL DISTRICT
FOLSON CORDOVA U.S.D.

PARKING DATA
REQUIRED:
1 BICYCLE PARKING PER 1000 SF
6 PARKING SPACE PER 1000 SF
FOR 2,412 SF = 2.4 X 6
PROVIDED:
STANDARD
COMPACT
DISABLED
TOTAL PARKING PROVIDED:
DRIVE THRU STACKING:
BUILDING DATA
BLDG. AREA: 2,412 SF
COVERAGE: 12.04%
BUILDING TYPE: TYPE V-B, WOOD FRAME, STUCCO

LIST OF DRAWINGS
SITE PLAN/PROJECT DATA/VICINITY MAP
SITE DETAILS
SITE DETAILS
FLOOR ROOF PLANS & SECTIONS
EXTERIOR ELEVATIONS
PHOTOMETRIC PLAN
PRELIMINARY GRADING PLAN
LANDSCAPE PLANTING PLAN
PLANTING DETAILS

APN: 068-0050-010
ZONED: CHU (COMMERCIAL MIXED USE)
USE: COMMERCIAL
AREA: 19,935 SF (0.458 AC)
LANDSCAPE: 1% LOT COVERAGE (3,435 SF.)

CLIENT
PRB MANAGEMENT, LLC
4109 HANGELS BLVD.
FAIRFIELD, CA 94534
PHONE: (707) 551-1198

PROJECT
T50 D0008-A
3411 BRADSHAW ROAD
RANCHO CORDOVA, CA 95827
PHONE: (916) 451-0000

RECORD DATES
10/15/2009
10/15/2009
10/15/2009

REVISIONS
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EXHIBIT A
SITE PLAN,
VICINITY MAP
PROJECT DATA

DDI

7-11
STORE

10'x10' SMUD EASEMENT
112.50'
10'x10' SMUD EASEMENT
180.02'
180.02'
109.02'
45'-0" ROW
1" = 10'-0"

DDI
1
SITE PLAN

TITLE REPORT EXCEPTIONS BY ITEM NO.:

NORTH AMERICAN TITLE CO. ORDER NO. 54701-920352-09. APN 068-0050-010-0000

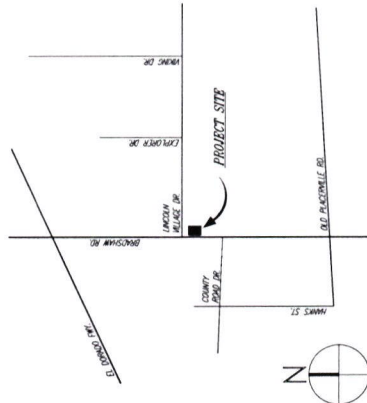
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SCALE: 1" = 20'

LEGEND AND SYMBOLS:

- [illegible]



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCELS 1:
PARCELS A OF TRACT CERTAIN PARCEL MAP ENTITLED "THE S.W. PORTION OF LOT 18, LINCOLN VILLAGE UNIT 1, 538411, SACRAMENTO COUNTY, CA RECORDED IN THE OFFICE OF THE SACRAMENTO COUNTY RECORDER IN BOOK 80 OF PARCEL MAPS, AT PAGE 36

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NON-EXCLUSIVE EASEMENTS AS SET FORTH IN THAT CERTAIN AGREEMENT CREATING MUTUAL EASEMENTS, RECORDED MAY 2, 1984 IN BOOK 8405-08, PAGE 8.16, OF OFFICIAL RECORDS OF SACRAMENTO COUNTY.

FEMA CATEGORY:

PAPER THE FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 060262 0215 E, REVERSED JULY 6, 1980. THE PROPERTY SHOWN ON THIS MAP IS RATED AS ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.

000000

NOTES:

2. PRELIMINARY TITLE REPORT FOR THIS SURVEY IS BASED ON NORTH AMERICAN TITLE COMPANY, TITLE ORDER NO. 56701-920352-09, DATED MARCH 16, 2008.

2002 by Leland Brown

1. PROJECT AREA = 0.458 ACRE (19,935 SQ. FT.)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BASED ON THE BEARING BETWEEN THE TWO SACRAMENTO COUNTY

1" GRASS FOUND MONUMENTS ON BROADSHAW ROAD SHOWN ON THIS MAP WHICH BEARS 1° 07'29.55" N AS DERIVED FROM THAT PARCEL MAP ENTITLED "THE S.W. PORTION OF LOT 18," LINCOLN VILLAGE UNIT 1, SUBDIVISION, SACRAMENTO COUNTY, CA, AND RECORDED IN BOOK 52 OF MAPS, MAP NO. 118, SACRAMENTO COUNTY RECORDS.

PROJECT BENCHMARK:

COUNTY OF SACRAMENTO BENCH MARK, GRID NO. 2990C, ID NO. 27-94; 2" BRASS DISC STAMPED "SAC. CO. DEPT. OF PUBLIC WORKS SAC. CO. B.M. 27-94", LOCATED IN THE NORTHWEST CORNER OF SIGNAL STANDARD BASE AT THE SOUTHEAST CORNER OF LINCOLN VILLAGE DRIVE AND BRADSHAW ROAD.

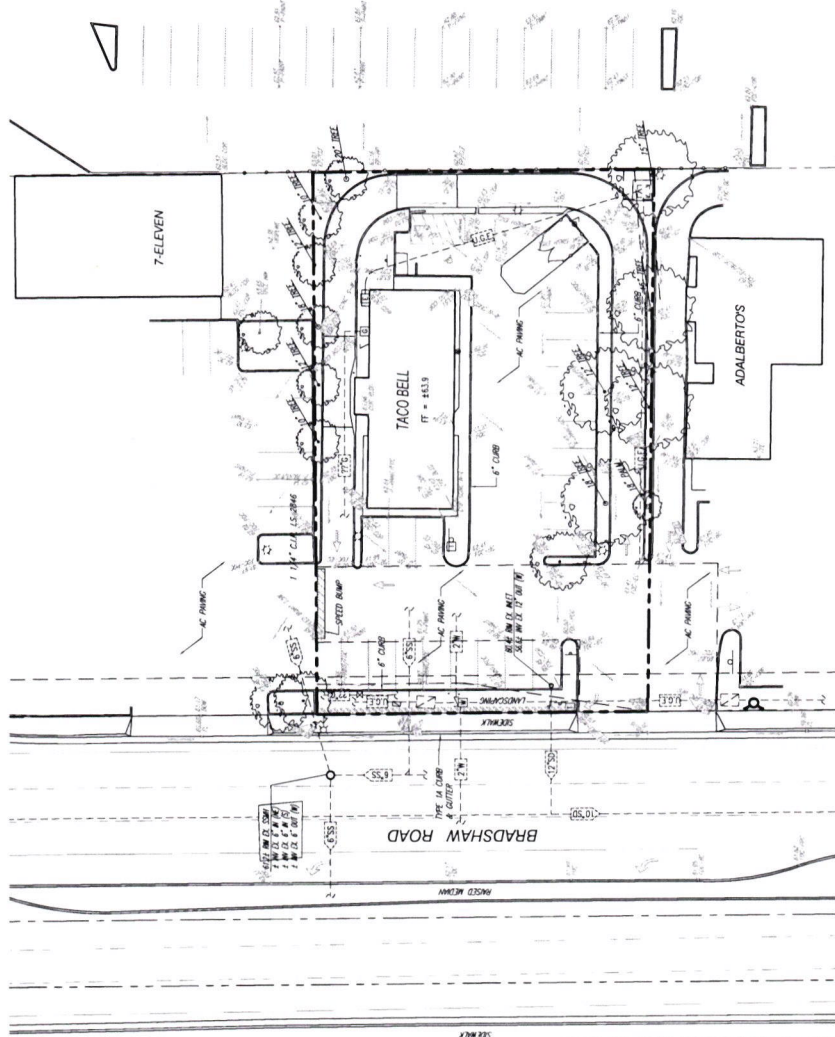
SURVEYOR'S STATEMENT:

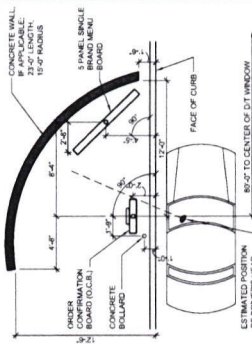
HERZBY STATE TO HIGHWAY MANAGEMENT CORPORATION THAT THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION ON THE 26TH DAY OF APRIL 2005, OF THE REAL PROPERTY DESCRIBED HEREON AND THAT THE IMPROVEMENTS LOCATED HEREON, IF ANY, HAVE BEEN SHOWN AS LOCATED.

DATED THIS 28TH DAY OF APRIL, 2009.

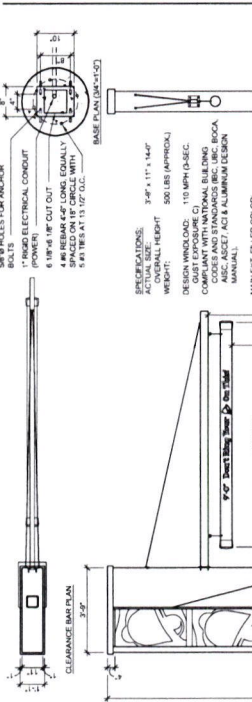
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DAVID A. MEER, L.S. 5446

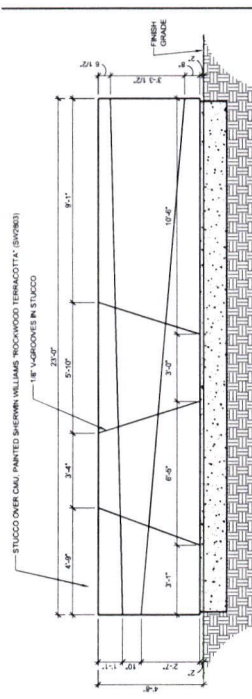
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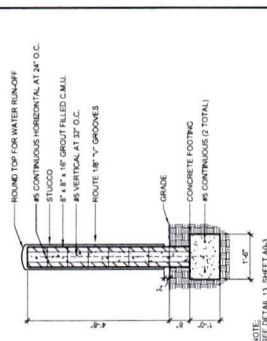
MENU BOARD PLACEMENT SHEET 1 OF 2



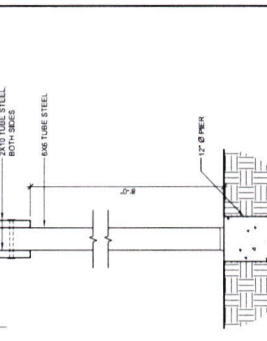
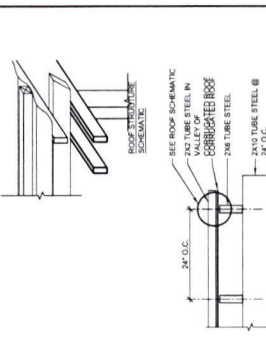
DRIVE THRU CLEARANCE BAR SHEET 1 OF 2



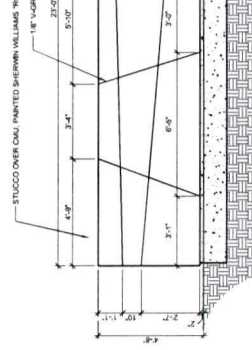
CURVED WALL ELEVATION SHEET 1 OF 2



CURVED WALL SECTION SHEET 1 OF 2



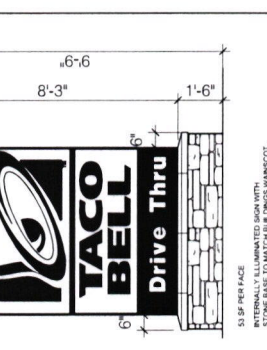
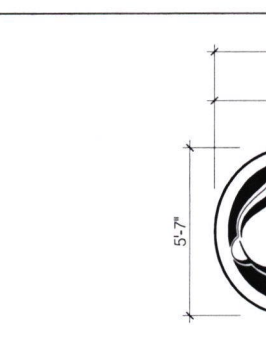
BIKE COVER POST SHEET 1 OF 2



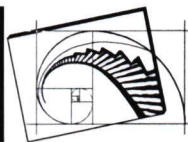
MONUMENT SIGN SHEET 1 OF 2



MONUMENT SIGN SHEET 1 OF 2



MONUMENT SIGN SHEET 1 OF 2



VMI architecture
Design • Planning • Interiors
277 5th Avenue San Rafael, CA 94901
415-451-2500 415-451-2595 fax

JOB NUMBER
0905

RECORD DATES	REVISIONS
100 SUBMITTAL	
BLDG. SUBMITTAL	
END SET	
CONTRACT SET	

REVISIONS

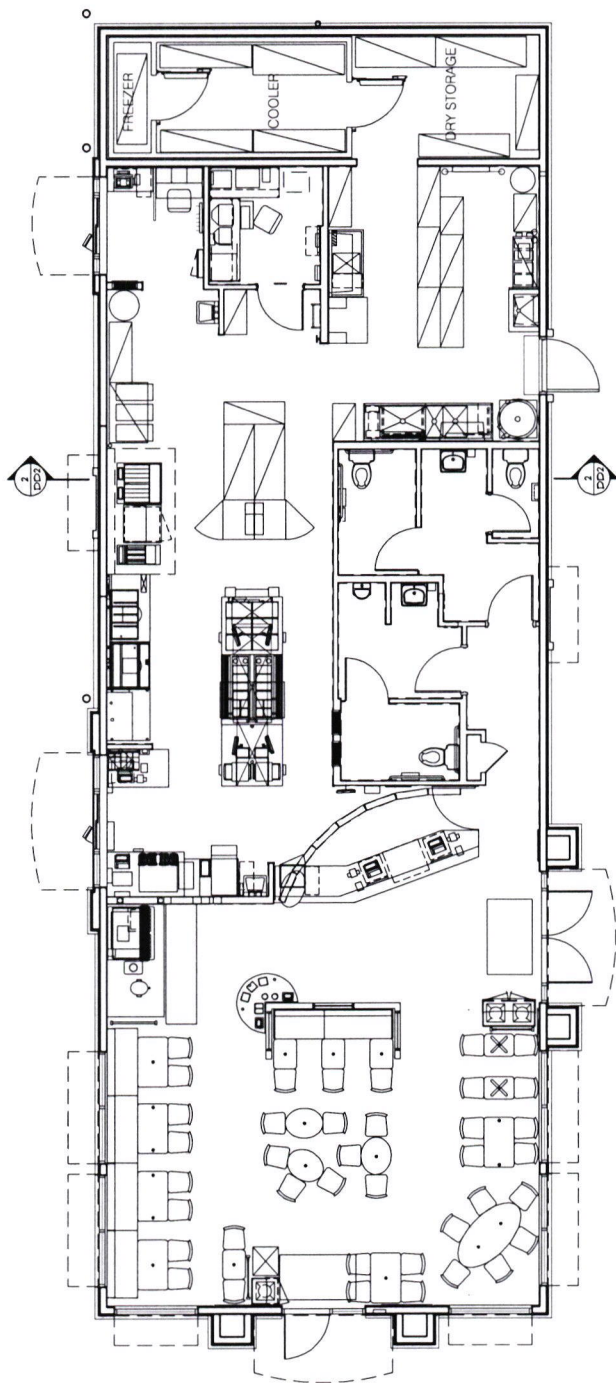
CLIENT
PRB MANAGEMENT, LLC
4709 MANGLER BLVD.
FAIRFIELD, CA 94534
SITE # 291904
STORE # 2453

PROJECT
T50 Dec08-A
3411 BRADSHAW ROAD
LANCHO CORDOVA, CA 95827
068-0050-010-0000

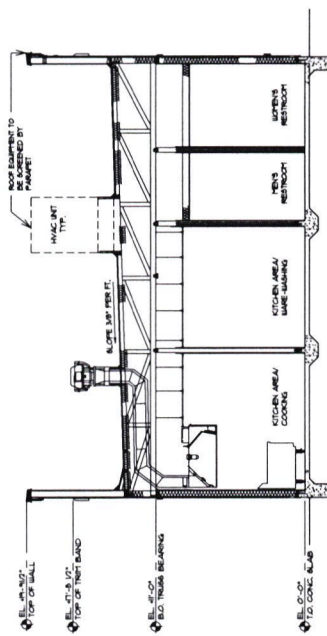


FLOOR,
ROOF PLANS
& SECTION

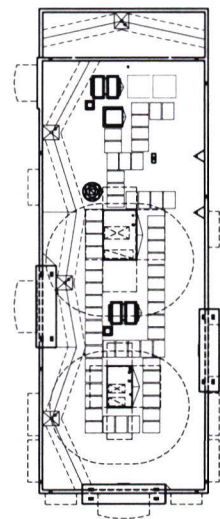
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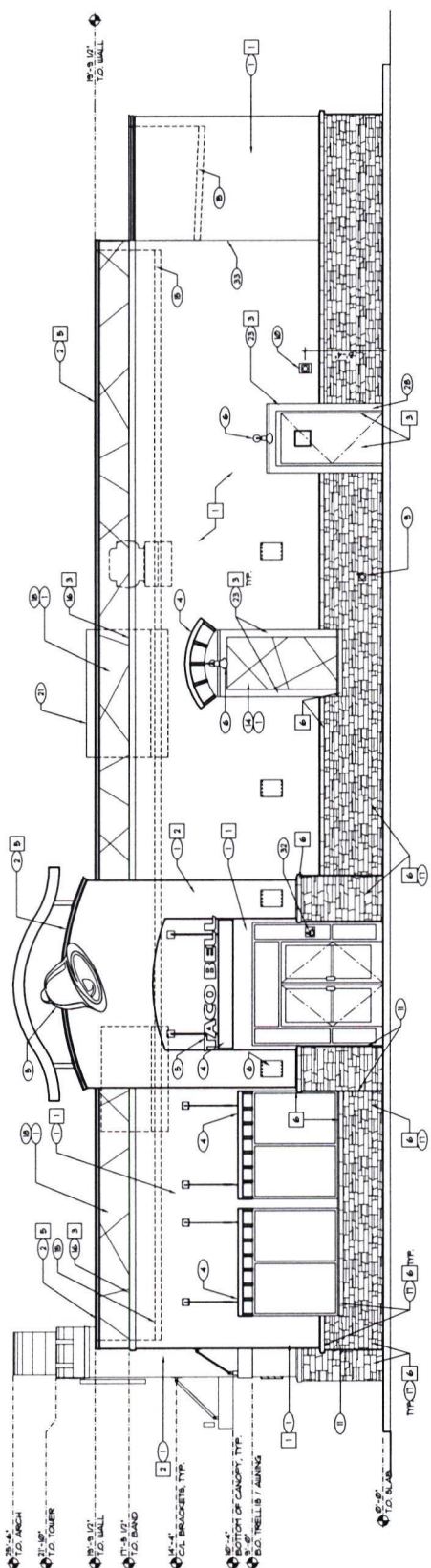
1 FLOOR PLAN
DD10
1/4" = 1'-0"



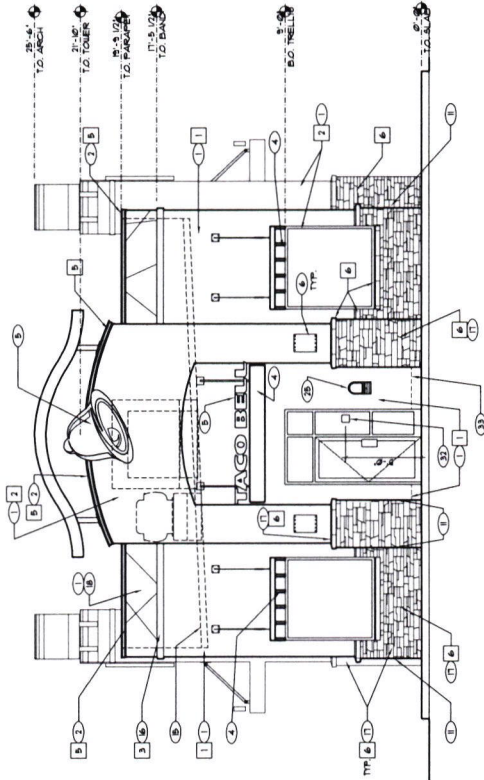
2 SECTION
D010



3 ROOF PLAN
DD010
1/8" = 1'-0"

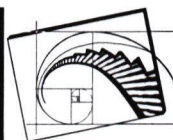


1 SOUTH ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
D030
1/4" = 1'-0"

[illegible]



VMI architecture
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37 5th Avenue San Rafael, CA 94901
415-451-2500 415-451-2506 fax
www.vmicpa.com

JOB NUMBER
0905

RECORD DATES

NO SUBMITTAL
B.D.G. SUBMITTAL
NO SET
CONTRACT SET

REVISIONS

CLIENT

PRB MANAGEMENT, LLC
4700 MANGLES BLVD.
FAIRFIELD, CA 94534
SITE # 29104
STORE # 2453

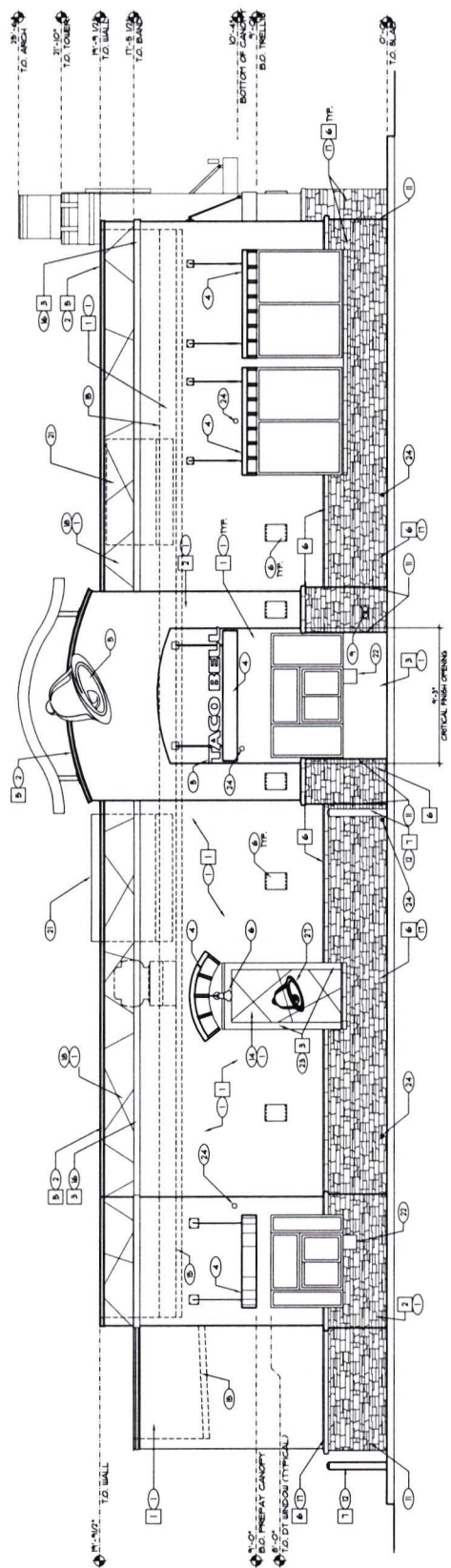
PROJECT

PROJECT
T50 Dec08-A
3411 BRADSHAW ROAD
RANCHO CORDOVA, CA 95827
068-0050-010-0000

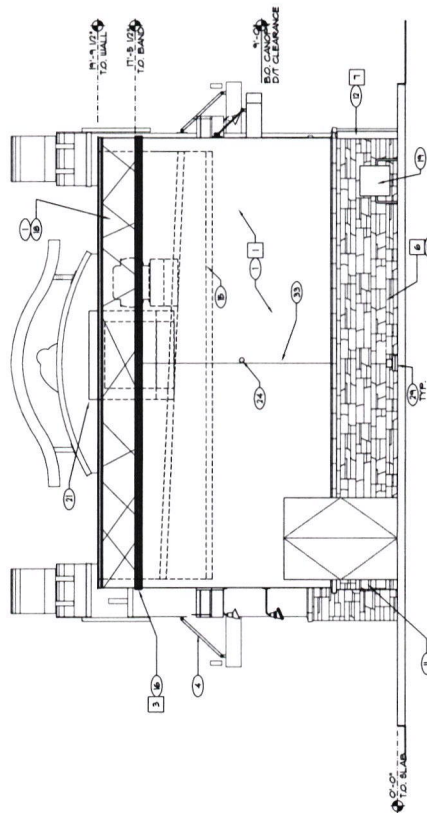


EXTERIOR
ELEVATIONS

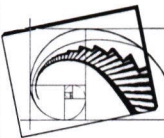
DD3.1



3 NORTH ELEVATION
DD31 1/4" x 1'-0"



4 EAST ELEVATION
DD31



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VMI JOB NUMBER

0905



M & **W** **associates**
• Engineering • Surveying
10000 45th St. #200 • Houston, TX 77055
DATE: 06/23/09

SK
Architecture
2237 Scott St., Suite 200
JOB NO. 08M035A

CORD DATES

REVISIONS

CLIENT
MANAGEMENT, LLC
8 MANGLER BLVD.
ROCKY HILL, CT 06067

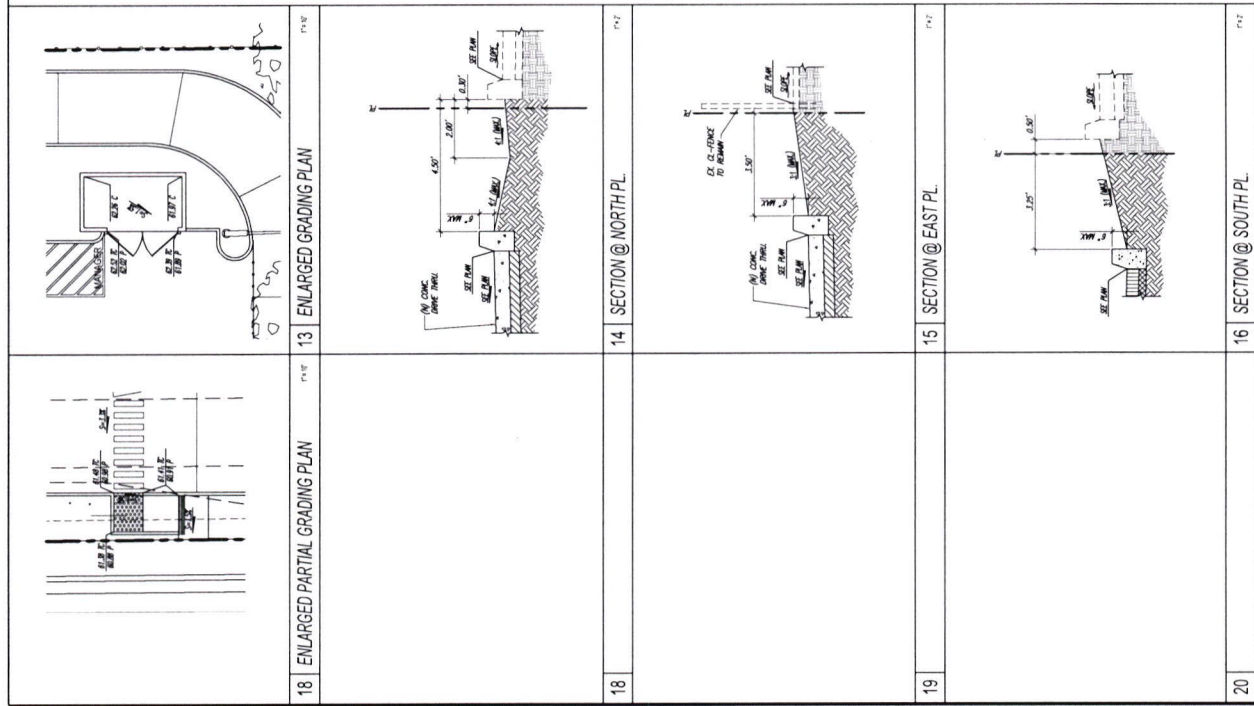
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50 Dec08-A

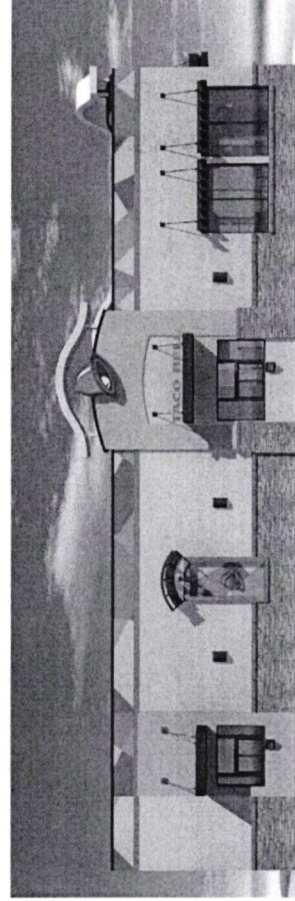
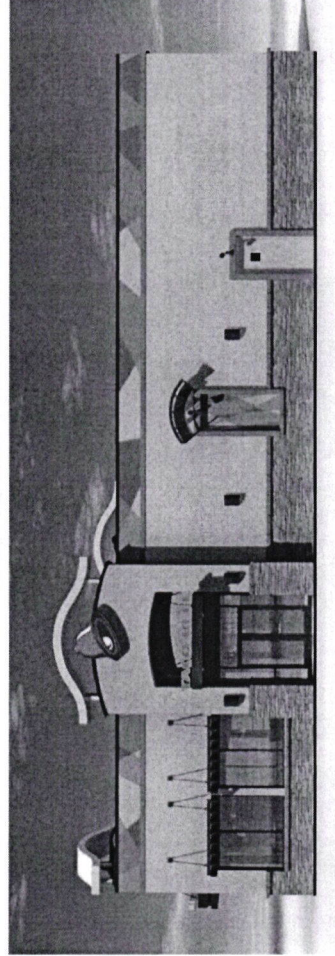
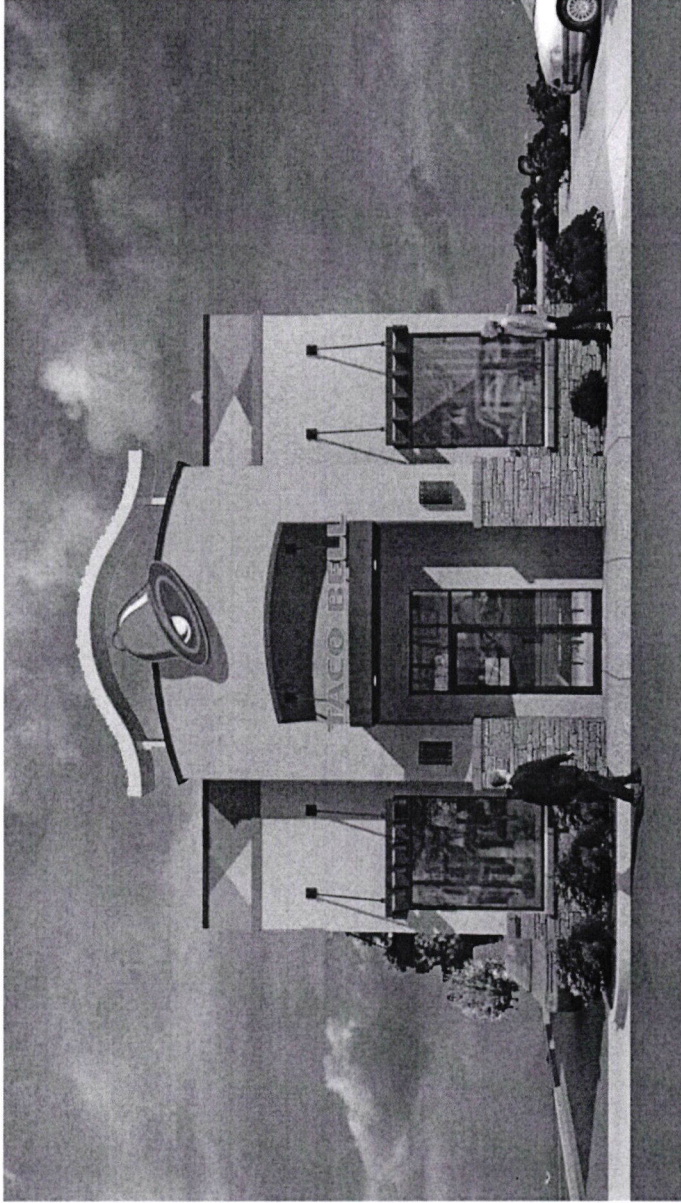
BRADSHAW ROAD
CORONA, CA 92627
-0050-0110-0000

THE

PRELIMINARY DRAINAGE & DRAINAGE PLAN

3.0

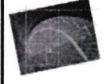




TACO BELL RESTAURANT

FOR: PRB MANAGEMENT, LLC
LOCATED AT: 3411 BRADSHAW ROAD
SACRAMENTO, CA 95827
DATE: SEPTEMBER 22, 2009

VMI architecture
San Rafael, CA



Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
1. Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	ONGOING	FINANCE		N		114
2. This Design Review shall become effective ten (10) days after approval by the City Council. In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	ONGOING	PLANNING		N		113
3. The project shall be constructed in substantial compliance with the approved development plans (Exhibit A) for the Taco Bell fast food restaurant with drive-thru service, located at 3411 Bradshaw Road (APN: 068-0050-010).	ONGOING	PLANNING		N		110
4. This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	ONGOING	PLANNING		N		111
5. 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.	ONGOING	PLANNING		N		112
6. 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.	ONGOING	PUBLIC WORKS		N		101

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval							Internal ID#
		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	
7.	Site improvement plans shall demonstrate the minimum pad/floor elevations shall be required pursuant to the Sacramento County Floodplain Management Ordinance.	IMPROVEMENT PLAN - APPROVAL	DRAINAGE		N		122
8.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		100
9.	Enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		104
10.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		105
11.	Number, size, and location of driveways are subject to approval by the Public Works Department	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		107
12.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: " All onsite civil improvements. " Civil plan shall include an ADA access plan " All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. The sidewalk along the entire frontage shall be removed and replaced and the shared driveway with 3421 Bradshaw Road shall be upgraded to meet current ADA requirements. " Utility laterals " Public improvement plans shall clearly delineate all transitions to existing improvements. " All improvements to be designed and constructed to the satisfaction of the Public Works Department.	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N		102

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval						
		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
13.	Secure City of Rancho Cordova Public Works Department approval of final grading plans, as required by City Ordinance	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N	
14.	ALARMS a) The business shall be equipped with at least a central station silent robbery alarm. b) The business shall be equipped with a central station silent intrusion alarm system.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
15.	TRAFFIC, PARKING, AND CIRCULATION a) All entrances to the parking areas shall be posted with appropriate signs per 22658(a) CVC, to assist in removing vehicles at the property owner's/manger's request. b) Handicapped parking spaces shall be clearly marked and properly sign posted. c) The site shall be conspicuously sign posted to discourage loitering.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
						Internal ID#
						109
						120
						117

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval					
	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
16. LIGHTING a) Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of business 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 on one foot candle minimum, maintained at ground level is required. b) All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building. c) The premises, while closed for business after dark, must be sufficiently lighted by use of interior night lights. d) Exterior door, perimeter, parking area and canopy lights shall be controlled by photocell and shall be left on during hours of darkness and diminished lighting.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
17. NUMBERING OF BUILDING a) The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than four to six inches in height and a color contrasting with the background.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
					Internal ID# 118
					119

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval					
	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
18. SPECIAL SECURITY MEASURES a) Cash register areas shall be covered by either a CCTV system with recorder or a 35mm demand camera, in order to serve as a crime deterrent and assist in identification and apprehension of suspects. b) The restaurant shall institute a policy, and clearly post a sign at the drive-through window, to indicate no walkup service shall be provided. c) 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 Sheriff's patrol units.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
19. Install public improvements to the satisfaction of the Public Works Department.	BUILDING PERMIT - OCCUPANCY	PUBLIC WORKS		N	
20. Designer shall certify that installed landscaping conforms to City water conserving landscape	BUILDING PERMIT - OCCUPANCY	PUBLIC WORKS		N	
21. As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public works Department.	BUILDING PERMIT - OCCUPANCY	PUBLIC WORKS		N	
22. Connection or reconnection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to any on and off-site sewer construction.	BUILDING PERMIT - OCCUPANCY	SACRAMENTO AREA SEWER DISTRICT		N	
23. Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or 5th the District public sewer line.	BUILDING PERMIT - OCCUPANCY	SACRAMENTO AREA SEWER DISTRICT		N	

Section I Conditions of Approval

18. SPECIAL SECURITY MEASURES
a) Cash register areas shall be covered by either a CCTV system with recorder or a 35mm demand camera, in order to serve as a crime deterrent and assist in identification and apprehension of suspects.
b) The restaurant shall institute a policy, and clearly post a sign at the drive-through window, to indicate no walkup service shall be provided.
c) 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 Sheriff's patrol units.

19. Install public improvements to the satisfaction of the Public Works Department.

20. Designer shall certify that installed landscaping conforms to City water conserving landscape

21. As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public works Department.

22. Connection or reconnection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to any on and off-site sewer construction.

23. Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or 5th the District public sewer line.

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
October 8, 20091. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, October 8, 2009 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Vice Chair Ray Savorn called the meeting to order at 6:00 p.m.

Staff Present: Senior Planner, Jeff Beiswenger; Associate Planner, Shannan Loveless; Planning Commission Clerk, Jennifer Bennett

Roll Call:

Commissioners Present: Cummings, Johnson, Konarski, Savorn, Vance
Commissioners Absent: Burke, Moe

- A. **Flag Salute** – Pledge of Allegiance was conducted.
- B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the October 8, 2009 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Cummings, to approve the agenda of the October 8, 2009 Planning Commission Meeting. Motion was approved unanimously.
- C. **Minutes** – The Planning Commission reviewed the minutes of the September 10, 2009 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Cummings, to approve the minutes of the September 10, 2009 meeting. Motion was approved unanimously.

2. **PUBLIC COMMENT**

There were no public comments heard at this meeting on non-agenda items.

3. **PUBLIC HEARING**A. **Consideration of the Design Review for the Taco Bell Rebuild, DD6621**

Request: The applicant is requesting Design Review of the proposed Taco Bell fast food restaurant with drive-thru service. This is a rebuild of an existing Taco Bell in this location.

Project Applicant: Phillip Moss, VMI Architecture, 637 5th Ave, San Rafael, CA 94901

Project Location: APN: 068-0050-010; 3411 Bradshaw Road

Recommendation: Staff recommends the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and forward to the City Council a recommendation to adopt a resolution approving the Design Review of the Taco Bell fast food restaurant, subject to the project plans and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and forward to the City Council a recommendation to adopt a resolution approving the Design Review of the Taco Bell fast food restaurant, subject to the project plans and Conditions of Approval. Vice Chair Savorn opened the public hearing and took testimony from the applicant.

The Commissioners had the following concerns and comments:

- Cummings-Is this property in the special sign corridor? Loveless-It is outside of the Special Sign Corridor, and complies with the commercial sign regulations.
- Cummings-Will trees be replaced, or just removed and not replaced? Loveless-Defer to applicant.
- Cummings-Will the trash enclosure be landscaped? Loveless-Yes, there will be landscaping surrounding the walls.
- Will the width of the building be narrower than the existing building? Loveless-Defer to applicant.
- Cummings-The Bradshaw Mobile Home Park appears to be within the 500' Radius; were all the units noticed? Loveless-I will follow up on this; however, we believe the occupants of the Mobile Home Park that were within the 500' radius were noticed.

PUBLIC COMMENT

Phillip Moss, Applicant

- I will verify that the Mobile Home Park was noticed properly. One clarification on staff's presentation – the trellises over the windows will be wood, not metal. To answer Commissioner Cummings' question regarding width of the building, the new building will be nine inches wider than the existing building. As for the trees, we wanted to pull the entrance to our drive-thru so we are removing three canopy trees; however, we are adding trees to compensate. The rest will remain the same. Parking has been reduced, but we meet city standards. Available for questions.
 - Johnson-I think taking out the parking spots in front will help the traffic flow.
 - Savorn-Will there be distinctive markings on the pavement to direct between the two businesses? Moss-Yes.
 - Cummings-You mentioned metal on the front trellises and wood on the sides, any reason? Moss-metal on smaller canopies is more difficult; they look better in wood.
 - Vance-It looks like one or two trees are being removed; is it possible to have them transplanted to the front? Moss-We can check with our landscape architect and see.

Vice Chair Savorn Closed the public hearing

AMENDMENT TO RECOMMENDED MOTION:

Amendment: Commissioner Vance requested that a condition be added that the applicant work with their landscape architect to salvage and replant/relocate trees if possible.

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Cummings, the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15302, Replacement or Reconstruction, and forward to the City Council a recommendation to adopt a resolution approving the Design Review of the Taco Bell fast food restaurant, subject to the project plans and Conditions of Approval as amended.

Vote on the Motion:

AYES: Cummings, Johnson, Konarski, Savorn, Vance

NOES: NONE

ABSTAIN: NONE

ABSENT: Burke, Moe

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

B. Consideration of the Conditional Use Permit for Clearwire SAC0615A, DD6662

Request: The applicant is requesting a Conditional Use Permit to install a 15-foot extension to an existing monopole. The extension will increase the overall height of the tower to 57 feet, and it will accommodate 3 panel antennas, 3 microwave dishes and amplifiers. The new equipment is part of the company's strategy to offer wireless internet services in the area.

Project Applicant: Karen Lienert, Clearwire, 1140 Suncast Lane, El Dorado Hills, CA 95762

Project Location: APN: 058-0261-017; 1940 Zinfandel Drive

Recommendation: Staff recommends the Planning Commission determine the project Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 138-2009, approving a Conditional Use Permit for Clear Wireless, LLC, subject to the findings contained in the Resolution, Project Plans, Photosimulations, and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the project Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 138-2009, approving a Conditional Use Permit for Clear Wireless, LLC, subject to the findings contained in the Resolution, Project Plans, Photosimulations, and Conditions of Approval. Vice Chair Savorn opened the public hearing and took testimony from the applicant.

The Commissioners had the following concerns and comments:

- Konarski-Were there any camouflage options presented? Loveless-This was the original proposal and we felt it was acceptable. It is possible to remove the radome. Staff doesn't feel camouflaging would work in this location.
- Vance-If they would have stayed below the 50 feet height limit, would they have required the Conditional Use Permit? Beiswenger-Any increase in height requires a Conditional Use Permit.

- Cummings-Would like to see this item continued. There are concerns about the size of the pole, and questions for the applicant. It seems this may be a good candidate for camouflage. It also seems like a large increase in size. Loveless-Are there any particular camouflage options you'd like to see presented? Cummings-Would like to see a tree.
- Konarski-Would like to see a redwood tree, or other options that would blend into the community.
- Johnson-Can they add 8 feet instead of 15 feet? Loveless-Without the applicant here, it is difficult to say.
- Konarski-I would like to know the cost difference between something that is camouflaged and something that is not.
- Cummings-Will the box at the base be replaced? Loveless-The box will remain; the new equipment will be contained in the existing box. Cummings-I'd like to see fencing or landscaping around the base.
- Savorn-I was over there several times and really had to look for it to find it; it's not in a person's line of site. It seems like it's already hidden.

PUBLIC COMMENT

**The applicant was not available for comment.

Vice Chair Savorn Closed the public hearing

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Cummings, the Planning Commission continued the item to the November 12, Planning Commission Meeting.

Vote on the Motion:

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

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

C. Consideration of the Design Review for Mather Office Campus Building B, RC08-368

Request: The applicant is requesting Design Review approval for a spec office building in the Mather Special Planning Area. The project, Building B, is the second of two two-story office buildings planned for the parcel. Construction of Building A has been recently completed. Total gross floor area of the proposed Building B is approximately 114,000 square feet.

Project Applicant: John Harris, Jackson Properties, Inc., 5665 Power Inn Rd #140, Sacramento, CA 95824

Project Location: APN: 077-0050-085; North side of Peter A McCuen Boulevard, west of Schriever Avenue

Recommendation: Staff recommends the Planning Commission forward a recommendation to the City Council to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt a resolution approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the findings, evidence, Design Package, and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt a resolution approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the findings, evidence, Design Package, and Conditions of Approval. Vice Chair Savorn opened the public hearing and took testimony from the applicant.

The Commissioners had the following concerns and comments:

- Cummings-There are future plans for widening this road, correct? Does this new building pose any potential problems for this project? Loveless-The widening plans are not finalized yet, but public works has reviewed the plans and they are comfortable with the site – they don't foresee any complications.
- Cummings-Are there other commercial opportunities available for restaurants to come to the area? Loveless-Don't know of any that are proposed at the moment. We can verify that restaurant uses are allowed in the Campus District.
- Johnson-Will the fence be removed on the west side of the site plan? Loveless-Unsure; it depends on if it belongs to the applicant or adjacent owner.
- Savorn-Is there a protocol set up by the Planning Department that describes how bikes are to enter properties? Is there a pathway so bikes are not weaving through parked cars and stalls? Loveless-There are no dedicated internal paths, but this is something we can look into for developments.

PUBLIC COMMENT

Kevin Wilcox, Comstock Johnson Architect, Applicant

- We have prepared a design consistent with the existing Building A. The owner has worked hard on creating a sustainable design. The buildings are LEED Silver Certified. We agree to all the Conditions of Approval and are available for questions.
 - Johnson-Could you address the question about the fence? Wilcox-The only fence would be temporary fencing. The other fence is on the neighbor's parcel, so it won't be removed. Our original design incorporated a connection to Old Placerville Road through another property, but unfortunately, the property owner will not agree.
 - Cummings-Do you own the grass between the walk and the street? Wilcox-It is public right-of-way and is maintained by assessment that all property owners participate in. Cummings-Is it wide enough for trees? Wilcox-There are trees there currently, they are just not shown in the rendering.
 - Vance-Have you tried to get any stimulus money for solar? Wilcox-There is no money for private development. The challenge with solar is cost and roof area; the roof area ratio is fairly small. The other alternative is carports, but the problem is that you eliminate trees.

Vice Chair Savorn closed the public hearing

Action:

Motion: Commissioner Vance moved, seconded by Commissioner Cummings, the Planning Commission forwarded a recommendation to the City Council to find the adopted Environmental Impact Report prepared for the Mather Field Specific Plan adequately addresses the environmental impacts for the project and adopt a resolution approving the Design Review for Mather Office Campus Building B, Project No. RC08-368, subject to the findings, evidence, Design Package, and Conditions of Approval.

Vote on the Motion:

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

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

4. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

5. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- NONE

6. ADJOURNMENT

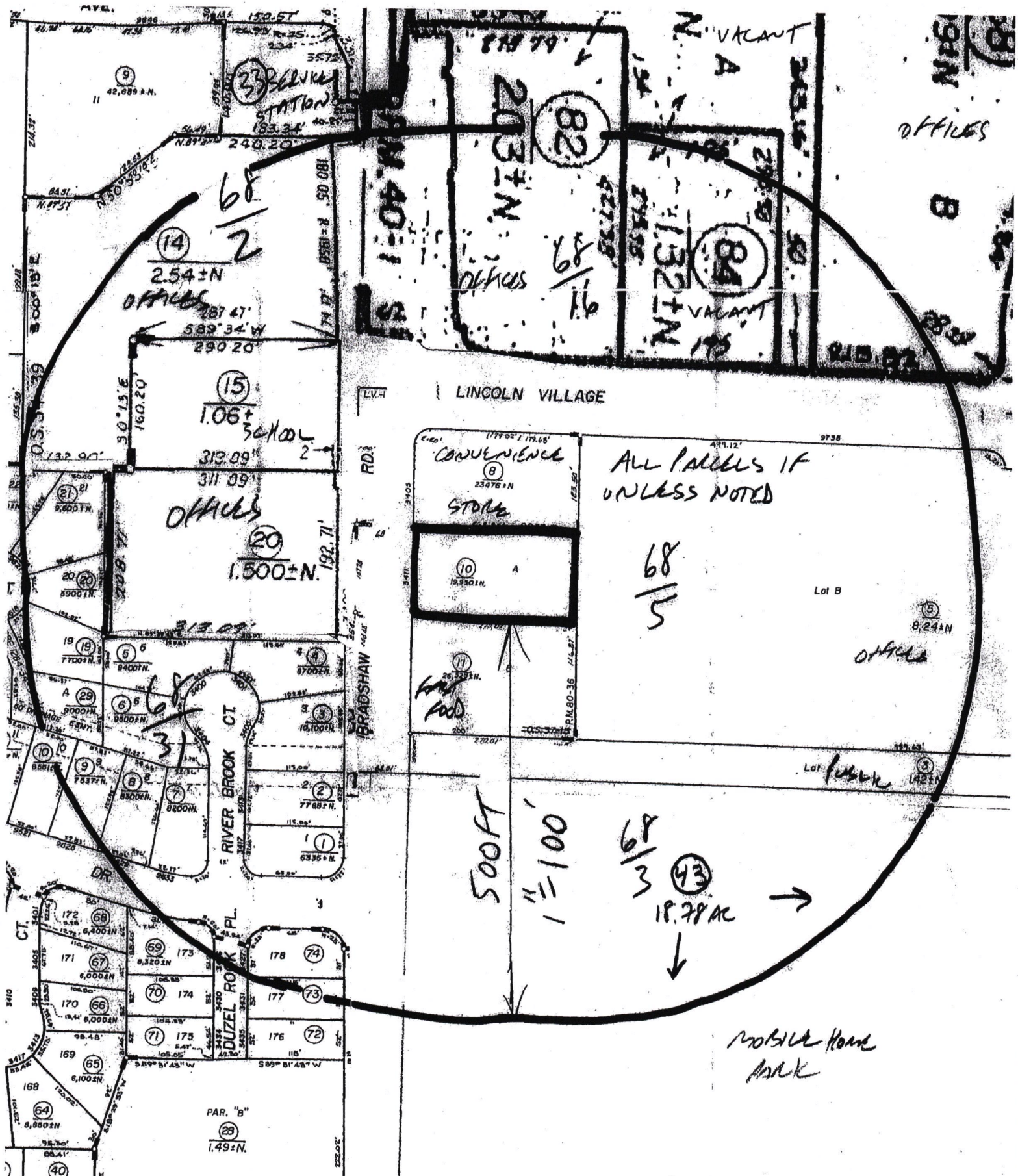
There being no further business before the Planning Commission, the meeting was adjourned at 7:16 p.m., September 10, 2009, to the next scheduled meeting.

Ray Savorn, Planning Commission Vice Chair

Paul Junker, Planning Director

ATTEST:

Jennifer Bennett, Commission Clerk



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Prb Management LLC
4709 Mangels Blvd
Fairfield CA 94534

068 0020 014 0000
Hfrm II Inc
2515 Park Marina Dr #201
Redding CA 96001

068 0020 015 0000
Sacramento Unified
5735 47th Ave
Sacramento CA 95824

068 0020 020 0000
Glen E Underwood
3400 Bradshaw Rd #c
Sacramento CA 95827

068 0020 033 0000
Ronald Richey
2400 Marconi Ave #h
Sacramento CA 95821

068 0030 043 0000
Bradshaw Mobile Park
Po Box 255588
Sacramento CA 95865

068 0050 003 0000
County Of Sacramento
827 7th St
Sacramento CA 95814

068 0050 005 0000
Ethan G Conrad
1300 National Dr #100
Sacramento CA 95834

068 0050 008 0000
Iver R & Janice E Hilde
1223 Greenbrook Dr
Danville CA 94526

068 0050 011 0000
Eugene H Christensen
Po Box 419
Ripon CA 95366

068 0160 068 0000
Hart Snyder Holdings LLC
14635 Guadalupe Dr
Rancho Murieta CA 95683

068 0160 082 0000
Princeton Business Park
79 Nugget Pl
Fremont CA 94539

068 0160 083 0000
Dahyabhai R Patel
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San Francisco CA 94121

068 0160 084 0000
Princeton Business Park
79 Nugget Pl
Fremont CA 94539

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Jeff R & Hong Ledford
3417 River Brook Ct
Sacramento CA 95827

068 0310 002 0000
Adrienne Durant
3413 River Brook Ct
Sacramento CA 95827

068 0310 003 0000
Teresa Zuccala
3405 River Brook Ct
Sacramento CA 95827

068 0310 004 0000
Lowery Trust
889 Angell Ct
Folsom CA 95630

068 0310 005 0000
Robert M Lockhart
41 Foothill Dr
Sutter Creek CA 95685

068 0310 006 0000
Elaine B Rodrigues
3404 River Brook Ct
Sacramento CA 95827

068 0310 007 0000
Lionel C & Cheryl L Jackson
9633 Country Roads Dr
Sacramento CA 95827

068 0310 008 0000
Nadine Powell
9629 Country Roads Dr
Sacramento CA 95827

068 0310 009 0000
Sandy Lee Miller
9625 Country Roads Dr
Sacramento CA 95827

068 0310 010 0000
Barry J Lopez
9621 Country Roads Dr
Sacramento CA 95827

068 0310 011 0000
Kendall S & An-Marie Wilkins
9617 Country Roads Dr
Sacramento CA 95827

068 0310 018 0000
Jeffrey D Peters
468 Caroni St
Walnut Creek CA 94597

068 0310 019 0000
Charles W Stoafer
1345 Cayetano Dr
Napa CA 94559

068 0310 020 0000
Maria B & Dante Hurtado
9622 Oaken Bucket Ct
Sacramento CA 95827

068 0310 021 0000
Primo Eugenio Pascua
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Kim A Fekete
8870 Ridge Way
Granite Bay CA 95746

068 0310 070 0000
Kelly Williams
3430 Duzel Rock Pl
Sacramento CA 95827

068 0310 072 0000
Patricia J Boettcher
8608 Callippe Way
Elk Grove CA 95624

068 0310 073 0000
Svetlana Gorobchuk
3431 Duzel Rock Pl
Sacramento CA 95827

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Perrie Carlson
3427 Duzel Rock Pl
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Occupant
3501 Bradshaw Rd
Sacramento CA 95827

068 0050 005 0000
Occupant
9738 Lincoln Village Dr
Sacramento CA 95827

068 0050 008 0000
Occupant
3405 Bradshaw Rd
Sacramento CA 95827

068 0050 010 0000
Occupant
3411 Bradshaw Rd
Sacramento CA 95827

068 0050 011 0000
Occupant
3421 Bradshaw Rd
Sacramento CA 95827

068 0160 068 0000
Occupant
9719 Lincoln Village Dr
Sacramento CA 95827

068 0160 082 0000
Occupant
3353 Bradshaw Rd
Sacramento CA 95827

068 0160 083 0000
Occupant
3343 Bradshaw Rd
Sacramento CA 95827

068 0310 004 0000
Occupant
3401 River Brook Ct
Sacramento CA 95827

068 0310 005 0000
Occupant
3400 River Brook Ct
Sacramento CA 95827

068 0310 018 0000
Occupant
9610 Oaken Bucket Ct
Sacramento CA 95827

068 0310 019 0000
Occupant
9618 Oaken Bucket Ct
Sacramento CA 95827

068 0310 022 0000
Occupant
9617 Oaken Bucket Ct
Sacramento CA 95827

068 0310 068 0000
Occupant
3401 Jutewood Ct
Sacramento CA 95827

068 0310 069 0000
Occupant
3426 Duzel Rock Pl
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