

CONCURRENT MEETING CITY COUNCIL/CRA/RCFC

Monday, March 1, 2010

4:00 p.m. – Joint Study Session with City Council
and Planning Commissioners

5:30 p.m. – Regular Meeting

AGENDA



Ken Cooley, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Linda Budge, Council Member

Dan Skoglund, Council Member

2010

NOTE: PROPOSED REGULAR CITY COUNCIL MEETING DATES ARE SCHEDULED ON THE 1ST AND 3RD MONDAY'S OF EACH MONTH, UNLESS WHEN FALLING ON A HOLIDAY, THE MEETING WILL BE SCHEDULED ON THE FOLLOWING TUESDAY (THESE DATES ARE SHADED PICK 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						1	2	FEBRUARY						MARCH						APRIL					
3	4	5	6	7	8	9		1	2	3	4	5	6						1	2	3				
10	11	12	13	14	15	16		7	8	9	10	11	12	13					4	5	6				
17	18	19	20	21	22	23		14	15	16	17	18	19	20					11	12	13				
24	25	26	27	28	29	30		21	22	23	24	25	26	27					18	19	20				
31								28											25	26	27				
MAY						1	JUNE						JULY						AUGUST						
2	3	4	5	6	7	8				1	2	3	4	5					1	2	3				
9	10	11	12	13	14	15		6	7	8	9	10	11	12					8	9	10				
16	17	18	19	20	21	22		13	14	15	16	17	18	19					15	16	17				
23	24	25	26	27	28	29		20	21	22	23	24	25	26					22	23	24				
30	31							27	28	29	30								29	30	31				
SEPTEMBER								OCTOBER						NOVEMBER						DECEMBER					
				1	2	3	4	3	4	5	6	7	8	9							1				
5	6	7	8	9	10	11		10	11	12	13	14	15	16					5	6	7				
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19	20	21	22	23	24	25		24	25	26	27	28	29	30					19	20	21				
26	27	28	29	30				31											26	27	28				

2010 PROPOSED HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN IN BLUE)

NEW YEAR'S DAY (FRI, JAN 1)	INDEPENDENCE DAY (SUN, JUL 4)	DAY AFTER THANKSGIVING (FRI, NOV 26)
MARTIN LUTHER KING JR. DAY (MON, JAN 18)	LABOR DAY (MON, SEP 6)	CHRISTMAS EVE (FRI, DEC 24)
PRESIDENT'S DAY (MON, FEB 15)	VETERAN'S DAY (THUR, NOV 11)	CHRISTMAS DAY (SAT, DEC 25)
MEMORIAL DAY (MON, MAY 31)	THANKSGIVING DAY (THUR, NOV 25)	

2011

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

2011 PROPOSED HOLIDAY SCHEDULE (SHOWN IN GREEN)

NEW YEAR'S DAY (SAT, JAN 1)	INDEPENDENCE DAY (MON, JUL 4)	DAY AFTER THANKSGIVING (FRI, NOV 25)
MARTIN LUTHER KING JR. DAY (MON, JAN 17)	LABOR DAY (MON, SEP 5)	CHRISTMAS EVE (SAT, DEC 24)
PRESIDENT'S DAY (MON, FEB 21)	VETERAN'S DAY (FRI, NOV 11)	CHRISTMAS DAY (SUN, DEC 25)
MEMORIAL DAY (MON, MAY 30)	THANKSGIVING DAY (THUR, NOV 24)	

2012

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

2012 PROPOSED HOLIDAY SCHEDULE (SHOWN IN PURPLE)

NEW YEAR'S DAY (SUN, JAN 1)	INDEPENDENCE DAY (WED, JUL 4)	DAY AFTER THANKSGIVING (FRI, NOV 23)
MARTIN LUTHER KING JR. DAY (MON, JAN 16)	LABOR DAY (MON, SEP 3)	CHRISTMAS EVE (MON, DEC 24)
PRESIDENT'S DAY (MON, FEB 20)	VETERAN'S DAY (SUN, NOV 11)	CHRISTMAS DAY (TUE, DEC 25)
MEMORIAL DAY (MON, MAY 28)	THANKSGIVING DAY (THUR, NOV 22)	



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

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

Monday, March 1, 2010

**4:00 P.M. – Joint Study Session with City Council and Planning Commission
American River Community Room - North**

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

AGENDA

A. STUDY SESSION – CALL TO ORDER / ROLL CALL

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

Planning Commissioners Burke, Cummings, Johnson, Konarski, Savorn, Vance and Chair Moe

B. PUBLIC COMMENT

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

C. STUDY SESSION ITEM

Subject: Discussion and Report on Status of the Sunridge 530 Project

Recommendation: That council receives applicant and staff information and provides future direction.

Result of Recommended Action: Applicant and staff are interested in receiving Council input on the progress of the current plan as it relates to adopted policy and future development expectations.

Staff Report: Paul Junker and William Campbell, Planning Department

Advances Goals: 1, 6, and 8

D. ADJOURNMENT OF STUDY SESSION

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

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

Mike Mitchum, Senior Pastor, Cordova Neighborhood Church, will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Proclamation to Clayton “Buzz” Berrisford in Honor of His Countless Hours Removing Litter from Rancho Cordova Streets.
- 5.2 Presentation of Plaque by Police Activities League Director Zach Hatch, to the City Council of the City of Rancho Cordova for their Support of Police Activities League (PAL) Program.
- 5.3 Recognition of Mayor Ken Cooley’s Birthday on March 18.

BREAK

Mayor Cooley will call for a break to enjoy refreshments in the lobby in recognition of his birthday.

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 Meeting of February 9-10, 2010;
- b) Regular Meeting Minutes of February 16, 2010;
- c) Special Meeting Minutes of February 23, 2010; and
- d) Special Meeting Minutes of February 25, 2010

Recommendation: Adopt Minutes.

8.2 **Subject:** Resolution Approving the Restated Subdivision Improvement Agreement for Subdivision No. RC-03-001.05A Sunridge Park Village 5A; Approving a Performance Deed of Trust as Security for the Public Improvements for Subdivision No. RC-03-001.05A Sunridge Park Village 5A Pursuant to the Restated Subdivision Improvement Agreement, and Authorizing the City Manager to Execute These Documents

Recommendation: Adopt Resolution No. 11-2010.

Result of Recommended Action: Adoption of this resolution will result in the Council approving the following:

- a) The Restated Subdivision Improvement Agreement for Subdivision No. RC-03-001.05A Sunridge Park Village 5A
- b) The Performance Deed of Trust to serve as security for the public improvements for Subdivision No. RC-03-001.05A Sunridge Park Village 5A

Approval and subsequent execution of these documents by the owner of the subdivision and the City Manager will (1) extend the time for completion of the public improvements by an additional 48 months; and (2) provide adequate security and warranty in the form of a Performance Deed of Trust for completion of the public improvements required under the Restated Subdivision Improvement Agreement.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 2, 3, 4, 5, 6, 7, and 9

8.3 **Subject:** Resolution Authorizing the City Manager to Execute an Amended Contract with Simon and Company for Federal Legislative Representation

Recommendation: Adopt Resolution No. 13-2010.

Result of Recommended Action: Adoption of this resolution will allow continued stability in the City's representation with members of Congress.

Staff Report: Stephanie Snyder, City Manager's Office

Advances Goals: 1 through 13

GROWING STRONG NEIGHBORHOODS

- 8.4 **Subject:** Resolution Authorizing the City Manager to Execute a Construction Contract to North West Surfacing in an Amount not to Exceed \$161,205 for the Horn Road Sidewalk Improvements Project

Recommendation: Adoption of Resolution No. 14-2010.

Result of Recommended Action: Adoption of this resolution will allow work be performed under the construction contract and includes furnishing of all labor, materials, and equipment for construction of a new sidewalk, and pedestrian and ADA improvements on Horn Road from Old Winery Place to Routier Road. Construction improvements include: installation of new sidewalk and replacing the sidewalk ramps at the intersections of Old Winery Place, Business Park Drive, and Fite Circle; Replacement of storm drainage inlets and laterals to be removed from their current location in the middle of the sidewalk ramps and relocated as to not impact sidewalk ramps at the intersections.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 4, 6, and 7

GROWING STRONG NEIBHORHOODS

9. CONSENT PUBLIC HEARING ITEMS

- 9.1 **Subject:** Ordinance Temporarily Suspending Residential Photovoltaic Solar System Permit Fees as Found in Section 16.90.030 of the Rancho Cordova Municipal Code

Recommendation: Waive first reading and introduce Ordinance No. 2-2010. **(Roll Call Vote)**

Result of Recommended Action: Adoption of this ordinance will authorize an additional one-year suspension of permit fees for retrofit photovoltaic solar panels in residential buildings.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goal: 11

- 9.2 **Subject:** The Planning Commission Recommends the Adoption of Resolution Approving Design Review for First Armenian Pentecostal Church – Project No. DD6442 – Located at 10432 Investment Circle

Recommendation: That Council:

- a) Determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15332, In-Fill Development; and
- b) Adopt Resolution No. 12-2010.

Result of Recommended Action: Adoption of this resolution will allow First Armenian Pentecostal Church to expand and improve the character of Investment Circle by developing a currently unimproved parcel, and installing new landscaping along Investment Circle.

Staff Report: Shannan Loveless, Planning Department

Advances Goal: 1

PLANNING COMMISSION RECOMMENDATION

10. PUBLIC HEARING ITEMS

NONE

11. REGULAR CALENDAR ITEMS

NONE

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. CLOSED SESSION

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

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

15. OPEN SESSION – REPORT FROM CLOSED SESSION

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

16. ADJOURNMENT

ADDITIONAL INFORMATION

Rancho Cordova Great Health Challenge - Rancho Cordova has launched a program intended to promote a healthier community by building awareness for those who live, work, play, or pray here. You are encouraged to join our commitment to get healthy, stay fit, and have fun! Go to <http://www.20tonsin2010.com/> to register.

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.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

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

UPCOMING MEETINGS	
Monday, March 15, 2010	REGULAR COUNCIL MEETING CANCELLED
<i>Tuesday, March 23, 2010</i>	<i>5:30 p.m. Work Session on Approval of CRA Resolution No. 4-2010 Owner Participation Agreement (OPA); and Discussion of User Fee Updates</i>
Friday, April 2, 2010	FURLOUGH DAY – CITY HALL CLOSED
<i>Monday, April 5, 2010</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Tuesday, April 13, 2010</i>	<i>5:30 p.m. Work Session on SMUD Proposal to Install Solar Panels on Hwy 50; and Suncreek Specific Plan Discussion - TENTATIVE</i>
<i>Monday, April 19, 2010</i>	REGULAR COUNCIL MEETING CANCELLED

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) 875-9600
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 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 March 1, 2010 Special and Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on February 25, 2010 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 25th day of February, 2010 at Rancho Cordova, California.

Mindy Cuppy, City Clerk



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

CITY COUNCIL AND PLANNING COMMISSION JOINT SPECIAL MEETING

**CSUS Aquatic Center
1901 Hazel Avenue, Gold River, CA 95670**

**8:00 A.M. – Tuesday, January 9, 2010
8:00 A.M. – Wednesday, January 10, 2010**

MINUTES

WORK SESSION

Mayor Cooley called the joint special meeting to order on February 9, 2010 at 8:32 a.m.

Council Members Present:	Budge, Sander (arrived at 5:35 p.m.), Skoglund, McGarvey, and Mayor Cooley
Planning Commissioners Present:	Cummings, Savorn, and Vance
Planning Commissioners Absent:	Johnson, Burke, Moe, and Konarski
Staff Present:	Lindgren, Miller, Haven, Abhar, Silva, Sparkman, Hadley, Chinn, Simpson, Cuppy, Junker, Meeks, Peterson, Leitner, Snyder, Gaebler, Blair, Hall, Fontes, Runner, Flory, and Holt.

Mayor Cooley called the joint special meeting to order on February 10, 2010 at 8:28 a.m.

Council Members Present:	Budge, Sander (left meeting at 12:00 p.m.), Skoglund, McGarvey, and Mayor Cooley
Planning Commissioners Present:	Cummings, Savorn, and Vance
Planning Commissioners Absent:	Johnson, Burke, Moe, and Konarski
Staff Present:	Lindgren, Miller, Haven, Abhar, Silva, Sparkman, Hadley, Chinn, Simpson, Cuppy, Junker, Meeks, Leitner, Snyder, Gaebler, Blair, Hall, Fontes, Runner, Flory, and Holt.

Oral Communications

NONE

Work Session Topic

Staff and Council Learning Retreat.

ACTION: Discussion item only; no action taken.

ADJOURNMENT

Mayor Cooley adjourned the joint special meeting on February 9, 2010 at 9:35 p.m.
Mayor Cooley adjourned the joint special meeting on February 10, 2010 at 4:40 p.m.

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**

Tuesday, February 16, 2010

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

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

MINUTES

A. CLOSED SESSION – CALL TO ORDER / ROLL CALL

Mayor Cooley called the closed session to order in the Community Board Room at 5:08 p.m.

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

Council Members Absent: Sander

Staff Present: Gaebler, Lindgren, Chinn, Haven, and Runner

B. PUBLIC COMMENT

NONE

C. CLOSED SESSION ITEM

Council met in Closed Session in the Community Board Room to discuss the following item:

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

COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY

D. ADJOURNMENT OF CLOSED SESSION

Mayor Cooley adjourned the closed session in the Community Board Room at 5:18 p.m.

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Cooley called the regular meeting to order in the David B. Roberts Council Chambers at 5:40 p.m.

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

Staff Present: Gaebler, Lindgren, Chinn, Cuppy, Lehr, Abhar, Junker, Silva, Peterson, Brown, Leitner, Behrends, Miller, Harriman, Lopez, Samuelson, Ingalls, Blair, Trimberger, Phelps, Cuffe, Hadley, Snyder, Haven, Flory, Garcia, Fontes, Runner, Beiswenger, Richardson, Wise, Petree, James, Manning, Campbell, Burke, Warren, Meeks, and Kellerman

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 Cordova High School Interact Youth Members Jerry Xiong, Vanessa Martinez, and Ally Rutz to lead the Pledge.

4. INVOCATION

Associate Pastor Jeff Davies, Cordova Neighborhood Church, gave the invocation.

ADDED AGENDA ITEM 2/16/10 - OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney reported that there were no actions taken in closed session.

5. PRESENTATIONS

- 5.1 Council Members David Sander and Dan Skoglund presented proclamation to Cordova High School Interact Club Vice President Vanessa Martinez. Interact Club Advisors Perry Mansch and Sue Gamanche; Rotary Member John Barris; Interact Club Members Vanessa Martinez, Ally Rutz and Jerry Xoing presented on 2009 Updates.
- 5.2 Assistant Professor of Art, Heike Schmid presented on Folsom Lake College Student Art Show at City Hall.
- 5.3 Assistant City Manager, Joe Chinn and Human Resources Manager, Stacey Peterson gave recognition of Employees and Staff who have chosen to work for the citizens of the Rancho Cordova Community for five years.

AT THIS POINT: The Council took a brief recess at 6:34 p.m. The full Council reconvened at 7:05 p.m.

6. PUBLIC COMMENT

The following individuals addressed the Council:

- Mike O'Rourke on mixed traffic signal issues
- Scottie Moore thanking Council for Spay Day proclamation and free Spay Day event held on Valentine's Day for low income Rancho Cordova residents

7. COUNCIL REPORTS

Council Members reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

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

8.1 **Subject:** Special and Regular Meeting Minutes of February 1, 2010

Recommendation: Adopt Minutes.

8.2 **Subject:** Quarterly Treasurer's Report

Recommendation: Receive and file report.

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

Staff Report: Donna Silva, Finance Department

8.3 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Agreement with Double B Demolition, Inc. in the Amount of \$134,246

Recommendation: Adopt Resolution No. 5-2010.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract agreement with Double B Demolition, Inc. for the demolition of the Stagger Inn and five contiguous properties.

Staff Report: Reed Flory, Housing Administrator

GROWING STRONG NEIGHBORHOODS

8.4 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Amendment with Interwest Consulting Group in the Amount of \$105,000

Recommendation: Adopt Resolution No. 7-2010.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract amendment with Interwest Consulting Group to continue providing internal GIS Service to the Public Works Department. The amendment will increase the contract from \$175,000 to \$280,000 and extend the term of service to expire on January 31, 2011.

Staff Report: Cyrus Abhar, Public Works Department

8.5 **Subject:** Adoption of Annual Investment Policy

Recommendation: Adopt Resolution No. 8-2010.

Result of Recommended Action: Adoption of this resolution will guide the City's investment of excess funds through December 31, 2010, and will result in compliance with state and city law.

Staff Report: Donna Silva, Finance Department

- 8.6 **Subject:** Resolution Authorizing the Mayor to Execute a Contract Amendment with Meyers Nave
Recommendation: Adopt Resolution No. 10-2010.
Result of Recommended Action: Adoption of this resolution will allow the Mayor to execute a contract amendment with Meyers Nave to continue to provide city attorney services.
Staff Report: Ted Gaebler, City Manager's Office

9. CONSENT PUBLIC HEARING ITEMS

NONE

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Resolution Authorizing the Executive Director to Execute a Disposition and Development Agreement with Los Rios Community College District and Making Determinations Pursuant to Environmental Review Under California Environmental Quality Act (CEQA)
Recommendation: Adopt Resolution No. CRA 3-2010.
Result of Recommended Action: Adoption of this resolution will allow the Executive Director to execute the Development and Disposition Agreement with Los Rios Community College District to purchase real property from the Community Redevelopment Agency (CRA) to construct an 80,000 square foot Community College Center.
Staff Report: Micah Runner, Community Redevelopment Agency
GROWING STRONG NEIGHBORHOODS
COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY

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

ACTION: Motion by Budge second by McGarvey and carried by a 5:0 roll call vote; the Community Redevelopment Agency adopted Resolution No. CRA 3-2010

- 10.2 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Agreement with Redflex Traffic Systems, Inc.
Recommendation: Adopt Resolution No. 9-2010.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract agreement with Redflex Traffic Systems, Inc. for a Red Light Photo Enforcement Program that will enhance a safer community and promote responsible citizenship within the City of Rancho Cordova.
Staff Report: Marc Fontes, Rancho Cordova Police Department, and Joe Chinn, City Manager's Office
GROWING STRONG NEIGHBORHOODS

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

ACTION: Motion by Budge second by McGarvey and carried by a 4:1 roll call vote (Cooley dissented); Council adopted Resolution No. 9-2010.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Discussion of Land East of Sunrise Boulevard and Along Folsom Boulevard Regarding General Plan Amendment (GPA) and Rezone of Annexation Area

Recommendation: That Council consider staff's presentation and provide general direction to guide GPA and Rezone efforts.

Result of Recommended Action: The City has recently completed all approvals for the annexation of land generally east of Sunrise Boulevard and along Folsom Boulevard between Sunrise and Hazel (City Sphere of Influence). Council direction will authorize and provide guidance to staff to amend the General Plan and Zoning regulations that apply to these lands that will become part of the City on July 1, 2010.

Staff Report: Paul Junker, Planning Department

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

- Bob Nolasco in support of this item
- Rick Scribner in opposition of this item

Mayor Cooley closed the public comment period.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE

13. CITY MANAGER'S REPORT

Department Updates: City Clerk's Department and City Attorney's Office.

14. ADJOURNMENT

Mayor Cooley did not adjourn to closed session in the Community Board Room.

15. CLOSED SESSION – CALL TO ORDER / ROLL CALL

NONE

16. PUBLIC COMMENT

NONE

17. CLOSED SESSION ITEM

Council did not adjourn to Closed Session to discuss the following item(s):

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

18. OPEN SESSION – REPORT FROM CLOSED SESSION

NONE

19. ADJOURNMENT

Mayor Cooley adjourned the regular meeting in honor of Marilyn Mitchum, Dr. John Kassis, and Bill Porter at 10:31 p.m.

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
American River Community Room - North**

Tuesday, February 23, 2010

5:30 P.M. – Special Meeting

MINUTES

WORK SESSION

Vice Mayor McGarvey called the special meeting to order in the American River North Room at 5:40 p.m.

Council Members Present: Budge, Sander, Skoglund, McGarvey, and Mayor Cooley (arrived at 6:00 p.m.)

Staff Present: Gaebler, Cuppy, Flory, Lee, Simpson, Abhar, Chinn, Haven, Harriman, Junker, Hadley, Miller, Snyder, Holt, Silva, Peterson, and McMurtry

Oral Communications

NONE

Work Session Topics

1. How Can Our Website be Improved by Another 100%?

ACTION: Discussion item only; no action taken.

2. What Follow-up Does Council Want for the Items Discussed at the Retreat on February 9-10, 2010?

ACTION: Discussion item only; no action taken.

ADJOURNMENT

Vice Mayor McGarvey adjourned the special meeting at 7:31 p.m.

Mindy Cuppy, City Clerk

MEMORANDUM



DATE: March 1, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
William Campbell, Principal Planner

SUBJECT: DISCUSSION AND REPORT ON STATUS OF THE SUNRIDGE 530 PROJECT

PROPERTY OWNER: K. Hovnanian Homes Northern Inc 1375 Exposition Blvd Blvd #300 Sacramento, Ca 95815 Contact: Richard Alexander	ENGINEER/PLANNERS Wood Rodgers 3301 "C" Street Suite 100-B Sacramento, Ca 98516
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PROJECT:	Sunridge 530, previously known as the Preserve
FILE:	DD6624
LOCATION:	South of Douglas Road, east of Rancho Cordova Parkway
APN:	067-0040-008
PLANNER:	William Campbell

RECOMMENDATION

That Council receives applicant and staff information and provides future direction.

RESULT OF RECOMMENDED ACTION

Preliminary Council comments will inform staff and the project applicants on whether the proposed land plan is reasonably consistent with City expectations. If the Council determines the project is reasonably consistent with the City's goals and vision, then the project review will proceed to more detailed analysis of project design, environmental review, project infrastructure, and financial obligations.

BACKGROUND

The applicant filed a preliminary review application in August of 2009 for the new project in the area where the previous "Preserve" project was located. Since that time, the applicant and staff have worked through a number of design issues to refine the proposal. The conversations have been constructive and focused on the major development issues facing the developer and the City. At this time, the applicant and staff both concur that presenting the current project to the Council for early review and comment would be prudent, before initiating costly environmental studies and land planning documents.

The March 1, 2010 study session will afford the applicant an opportunity to present their project as they envision this addition to the Sunridge Planning Area. They have been in consultation with the Federal resource agencies regarding preservation of on-site wetlands (Section 404 permit). In addition, staff has identified planning and design issues that relate to General Plan policies, which have an impact on the development of this project.

After the applicant presents the project, staff will note key policy issues that affect the proposed project. The following areas of concern will be discussed in greater detail:

1. Consistency with Citywide Goals and Policy.
 - a. Within this planning area, the Land Use Plan specified the creation of a "Local Town Center" (between 15 to 30 acres) that has been reduced to a Village Center (11.2 acres); reflecting a more conventional small scale commercial shopping center. The commercial center is located at the southeast corner of Rancho Cordova Parkway and Chrysanthy Blvd.
 - b. The diversity of residential unit types has been revised to accommodate lower density single family detached units (1,616 units / 242.1 acres = 6.6 dwelling units/acre) and 366 units of high density residential units on 12.2 acres for 30 dwelling units/acre, middle to upper range medium density residential is not available.
2. A significant portion of the project's proposed park land (Quimby obligation) and required open space (City standard) is located under the electrical transmission lines that bisect the project. This is inconsistent with past positions of the Cordova Recreation and Park District (CRPD) and the location and configuration of project open space is not consistent with the City's general approach and standards for Mandatory Open Space and Performance Based Open Space.

Specific concerns related to Mandatory Open Space features include the failure to provide open space features throughout the community (Neighborhood Greens), and the failure to provide open space adjacent to parks (Turf and Trees). The City has also established a provision of regional scale trails that connect throughout the City as a high priority. At this time the trail corridors of the project appear to lack adequate width.

3. While staff has attempted to view this application independent of the previously approved Preserve project, one comparison is necessary to understand the overall project proposal. Among the highest priorities of the Preserve project was the creation of a central meeting place of the 20,000+ homes that will be located south of Douglas Road and east of Sunrise Boulevard. The current project has no feature comparable to the former town center/community park feature. Due to the modified and expanded wetland preserve, such a central feature may not be feasible. As proposed, the project provides the edges for two other specific plans, Sunridge to the north and Suncreek to the south, but does not provide the central meeting place for the overall community. Should this project proceed as proposed, it is unclear whether the City will be able to realize its previous goal of a central feature within the overall Sunrise Douglas community.

4. Policies and Actions in the Land Use Element suggest the regular evaluation of the mix of land use in order to maintain a strong jobs-housing balance and to develop a sufficient tax base as the City grows. The previous plan for this site was adopted in August, 2006 approximately 2 months after the City adopted its new General Plan. Given the current economic conditions, consideration and re-evaluation must be given to whether the proposed project can support the future municipal services demands, without significant General Fund subsidy. This analysis will be completed during subsequent phases of the review of this project.
5. Sunridge 530 will be subject to the off-site infrastructure thresholds that are identified in the City's traffic phasing plan. The timing for these off-site improvements will be similar to thresholds conditioned on adjacent projects. Contributions to the Rancho Cordova Parkway Interchange and various other on-site and off-site improvements and the timing requirements for constructing these improvements will be determined in a subsequent phase of the project review.

At the conclusion of the study session, staff will ask the Council for comments and direction on the project. An issue at this time is the overall form of the land plan, the general locations of land uses, and the types of land uses proposed by the applicants. If the Council finds the project is generally consistent with its current vision, then staff and the applicants will continue with the detailed analysis and review of the project.

ATTACHMENTS

1. Sunridge 530 Site Plan.
2. Land Use Summary.

THE RANCH AT SUNRIDGE (Formerly SUNRIDGE 530)
Land Use Summary Table-Conceptual Plan #10-Preliminary Review Submittal
 December 16, 2009

December 18, 2007

BLUEPRINT DENSITY CALC									
GENERAL VILLAGE/ LOT #	GENERAL PLAN DESIG.	LOT AREA (Sq. Ft.)	AVERAGE DENSITY (assumes 80% multiplier)		NET ACRES	GROSS ACRES	UNITS	NET-NET MULTIPLIER (assumes NACP multiplier)	NET-NET ACRES
parkway	LDR	75x105	7875	4.4	5.3	23	4.3	0.82	4.3
	LDR	75x105	7875	4.4	3.2	14	2.6	0.82	2.6
	SUBTOTAL				8.5	37	7.0		7.0
parkway	LDR	60x105	6300	5.5	22.3	123	18.3	0.82	18.3
	LDR	60x105	6300	5.5	16.0	88	13.1	0.82	13.1
	SUBTOTAL				38.3	211	31.4		31.4
parkway	LDR	55x105	5775	6.0	18.2	109	14.9	0.82	14.9
	LDR	55x105	5775	6.0	9.8	59	8.0	0.82	8.0
	LDR	55x105	5775	6.0	17.4	104	14.3	0.82	14.3
	LDR	55x105	5775	6.0	9.2	55	7.5	0.82	7.5
	SUBTOTAL				54.6	328	44.8		44.8
	MDR	50x105	5250	6.6	24.4	161	20.0	0.82	20.0
	MDR	50x105	5250	6.6	10.7	71	8.8	0.82	8.8
	MDR	50x105	5250	6.6	14.8	98	12.1	0.82	12.1
	MDR	50x105	5250	6.6	7.3	48	6.0	0.82	6.0
	MDR	50x105	5250	6.6	10.6	70	8.7	0.82	8.7
SUBTOTAL				67.8	447	55.6		55.6	
school site parkway	MDR	45x105	4725	7.3	8.7	64	7.4	0.85	7.4
	MDR	45x105	4725	7.3	11.3	82	9.6	0.85	9.6
	MDR	45x105	4725	7.3	13.5	99	11.5	0.85	11.5
	MDR	45x105	4725	7.3	15.3	112	13.0	0.85	13.0
	SUBTOTAL				48.8	356	34.1		34.1
parkway	MDR	50x80 A	4000	8.7	11.2	97	9.5	0.85	9.5
	SUBTOTAL				11.2	97	9.5		9.5
	MDR	40x80 A	3200	10.8	12.9	139	11.0	0.85	11.0
SUBTOTAL				12.9	139	11.0		11.0	
parkway	HDR	RD-30		30.0	3.1	93	2.7	0.87	2.7
	HDR	RD-30		30.0	5.5	165	4.8	0.87	4.8
	HDR	RD-30		30.0	3.6	108	3.1	0.87	3.1
	SUBTOTAL				12.2	366	10.6		10.6
					254.3	1,982	203.9		
OVERALL NET-NET RESIDENTIAL DENSITY									
TARGET NET-NET DENSITY / Target net-net units									
									9.72
									9.0
coverage - BLUEPRINT									0.72
									147

10 acres net/net. calced in residential acreage

net/net acres

calced in residential acreage

joint-use, part of park acreage

joint-use, part of park acreage

Total gross plan area acreage
 unallocated (parkways, land, center)

530.1

MEMORANDUM



DATE: March 1, 2010

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION APPROVING THE RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR SUBDIVISION NO. RC-03-001.05A SUNRIDGE PARK VILLAGE 5A, APPROVING A PERFORMANCE DEED OF TRUST AS SECURITY FOR THE PUBLIC IMPROVEMENTS FOR SUBDIVISION NO. RC-03-001.05A SUNRIDGE PARK VILLAGE 5A PURSUANT TO THE RESTATED SUBDIVISION IMPROVEMENT AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THESE DOCUMENTS

RECOMMENDATION

Adopt Resolution No. 11-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the Council approving the following:

- a) The Restated Subdivision Improvement Agreement for Subdivision No. RC-03-001.05A Sunridge Park Village 5A
- b) The Performance Deed of Trust to serve as security for the public improvements for Subdivision No. RC-03-001.05A Sunridge Park Village 5A

Approval and subsequent execution of these documents by the owner of the subdivision and the City Manager will (1) extend the time for completion of the public improvements by an additional 48 months; and (2) provide adequate security and warranty in the form of a Performance Deed of Trust for completion of the public improvements required under the Restated Subdivision Improvement Agreement.

BACKGROUND

When cities approve final maps for subdivisions, they include subdivision improvement agreements. A subdivision improvement agreement is a form of agreement in which the subdivider of a particular property agrees to construct certain public improvements, such as utility infrastructure and roadways, at its expense, in accordance with City standards and by certain date, usually 24 months.

The original Subdivision Improvement Agreement (SIA) was entered into between the City and Sunridge Park Limited Partnership on June 5, 2006. Under the original SIA,

Sunridge Park Limited Partnership was required to build various public improvements, including utility infrastructure and roads. These public improvements have been substantially completed, with the exception of one roadway segment.

In 2008, WRI Sunridge Park 83, LLC acquired the property from Sunridge Park Limited Partnership pursuant to the Sunridge Park Settlement Agreement. WRI Sunridge Park 83 Group is currently in escrow to complete the sale of the property to Sunridge 83 Group, LLC, immediately following Council approval of the Restated Subdivision Improvement Agreement and the Performance Deed of Trust.

To reduce costs and increase flexibility, the Sunridge 83 Group, LLC has requested that the Performance Deed of Trust be allowed to replace more traditional bonds, and that the standard term of the SIA be extended for an additional 48 months in the form of a restated SIA. Extending the term 48 months will benefit the development by giving the developer additional time to finance and construct the infrastructure. Extending the term will, arguably, have the downside of allowing the infrastructure to remain in its current, unfinished condition for an additional four years.

The Public Works Department is of the opinion that the Performance Deed of Trust will provide adequate security for the remaining public improvements. The Performance Deed of Trust provides the City with an interest in any profits, rents, and proceeds from the sale of the property, if the terms of the Performance Deed of Trust or restated SIA are not fulfilled by the Sunridge 83 Group, LLC.

The Performance Deed of Trust further provides that prior to construction or installation of the improvements or the issuance of a building permit for the construction of any residence, whichever comes first, Sunridge 83 Group, LLC is required to post a performance bond equal to 100% of the total estimated cost to complete the public improvements, and a labor and materials bond equal to 50% of the total estimated cost to complete the public improvements. Upon the posting of such bonds, the Performance Deed of Trust will be immediately reconveyed to Sunridge 83 Group, LLC.

In the event that the sale of property to Sunridge 83 Group, LLC does not go through as contemplated, the bonds currently in place under the original SIA will not be released by the City, until the remaining public improvements have been completed.

ATTACHMENT

Resolution No. 11-2010 including the Restated Subdivision Improvement Agreement (**Exhibit A**) and Performance Deed of Trust (**Exhibit B**).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 11-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-001.05A SUNRIDGE PARK VILLAGE 5A, APPROVING A
PERFORMANCE DEED OF TRUST AS SECURITY FOR THE PUBLIC IMPROVEMENTS
FOR SUBDIVISION NO. RC-03-001.05A SUNRIDGE PARK VILLAGE 5A PURSUANT TO
THE RESTATED SUBDIVISION IMPROVEMENT AGREEMENT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THESE DOCUMENTS**

WHEREAS, a Subdivision Improvement Agreement ("original Agreement") for Subdivision No. RC-03-001.05A Sunridge Park Village 5A was originally approved by City Council on June 5, 2006 by Resolution No. 62-2006; and

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

WHEREAS, subsequent to the execution of the original Agreement, Sunridge Park Limited Partnership sold their interest in the property to WRI Sunridge Park 83 Group, who in turn is concurrently with this action selling the property to Sunridge 83 Group LLC; and

WHEREAS, the original Agreement has been restated to reflect the new property owner, Sunridge 83 Group, LLC; and

WHEREAS, Sunridge 83 Group, LLC is proposing to provide the City with a Performance Deed of Trust to secure completion of the public improvements under the restated subdivision improvement agreement in place of the bonds provided by the Sunridge Park Limited Partnership; and

WHEREAS, upon adoption of this Resolution and the execution of the Restated Subdivision Improvement Agreement and the Performance Deed of Trust, the original Agreement and bonds provided by Sunridge Park Limited Partnership shall no longer be valid and shall be terminated.

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

A. The City Council approves and authorizes the City Manager to sign the Restated Subdivision Improvement Agreement for Subdivision No. RC-03-001.05A Sunridge Park Village 5A with the owner of said subdivision in substantially the form set forth in **Exhibit A** hereto.

B. The City Manager is authorized to sign the Performance Deed of Trust as security for the public improvements for Subdivision No. RC-03-001.05A Sunridge Park Village 5A in substantially the form set forth in **Exhibit B**, upon execution of the Restated Subdivision Improvement Agreement.

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 _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

RESTATED SUBDIVISION IMPROVEMENT AGREEMENT**THIS RESTATED SUBDIVISION IMPROVEMENT AGREEMENT**

("Agreement"), entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and Sunridge 83 Group, LLC a Delaware Limited Liability Company (hereinafter "Principal"), supersedes and replaces that certain Subdivision Improvement Agreement (North Sunridge Park Village No. 5A) between Sunridge Park Limited Partnership ("Sunridge Park LP") and City dated June 5, 2006 (the "Original SIA").

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 or other form of security approved by the City, including secured interests in real property; and

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

WHEREAS, Principal is acquiring the real property that was subject to the Original SIA (the "Property") concurrently herewith;

WHEREAS, obtaining the release by the City of Sunridge Park LP, each of its current or former partners, and all of their

respective members, affiliates, successors, assigns, officers, directors, shareholders, and agents, including but not limited to WRI Sunridge Park 83, LLC, and KH Sunridge Park LLC, a California limited liability company (collectively, the "Former Owner Parties") from any further obligations or liabilities under the Original SIA that is terminated is a condition to the closing of such acquisition of the Property by Principal occurring concurrently herewith;

WHEREAS, the City and Principal will receive substantial benefits from Principal's acquisition of the Property; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act to supersede and replace the Original SIA on 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 5A**, 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 all lies within the subdivision and must be completed within 48 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 with respect to the improvements subject to this Agreement.

6. Park Renovation Fee. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of \$843.16 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 as determined by the City, 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 9 hereof and upon issuance of a certificate of occupancy for the subdivision.

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 with respect to such duties and obligations. 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. In the

alternative, Principal may also provide a deed of trust (the "Performance Deed of Trust" encumbering the subdivision property and securing performance of Principal's obligations hereunder, in a form and substance reasonably acceptable to the City

(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 **\$292,468**. 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 9 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 or Performance Deed of Trust 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.

25. **Replacement of Original SIA and Release of Former Owner Parties.** Effective concurrently with execution and delivery of this Agreement and conveyance of the Property to Assignee, the Original SIA shall be deemed superseded, and replaced by this Agreement, and the City hereby releases each of the Former Owner Parties from all further obligations or liabilities under the

Original SIA with respect to the Property subject to this Agreement. Such release is granted for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and may be relied upon and enforced by any Former Owner Party as a third party beneficiary 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

SUNRIDGE 83 GROUP, LLC,
a Delaware limited liability
company

By: Ion Capital Partners, LLC,
a Delaware limited liability
company

By: 
Name: Paul Orator
Title: Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670

NO FEE DOCUMENT
Per Govt Code 6103
NO DOC TRANSFER FEE
Per R & T code 11922

(Space Above For Recorder's Use)

PERFORMANCE DEED OF TRUST

THIS PERFORMANCE DEED OF TRUST (this "*Deed of Trust*") is entered into as of _____, 2010 ("*Effective Date*") by SUNRIDGE 83 GROUP, LLC, a Delaware limited liability company, whose address for notice purposes is 556 S. Fair Oaks Avenue, #337, Pasadena, CA 91105 ("*Trustor*"), in favor of CHICAGO TITLE INSURANCE COMPANY ("*Trustee*") for the benefit of CITY OF RANCHO CORDOVA, a California municipal corporation whose address for notice purposes is 2729 Prospect Park Drive, Rancho Cordova, CA 95670 ("*Beneficiary*").

Recitals

A. Trustor is the owner of fee title to that certain real property located in the City of Rancho Cordova, County of Sacramento, State of California, as more particularly described in **EXHIBIT "A"** attached hereto (the "*Property*").

B. Trustor acquired the Property from WRI Sunridge Park 83, LLC, which in turn acquired the Property from Sunridge Park Limited Partnership ("*Sunridge Park LP*") pursuant to the "*Sunridge Park Settlement Agreement and Transfer Agreement*" entered into between the partners of Sunridge Park, L.P. in October 2008.

C. Prior to Trustor's ownership of the Property, that certain Subdivision Improvement Agreement (North Sunridge Park Village No. 5A) between Sunridge Park LP and Beneficiary dated June 5, 2006 (the "*Original Subdivision Improvement Agreement*") imposed certain conditions of approval on the subdivision and development of the Property.

D. In order to secure the performance of Sunridge Park LP's obligations under the Subdivision Improvement Agreement, Sunridge Park LP posted security in favor of Beneficiary: (i) a Contract Bond – Performance (Bond No. 08826328) in the amount of \$710,400; and (ii) a Contract Bond – Labor and Materials (Bond No. 08826328) in the amount of \$355,200 (collectively, the "*Bonds*").

E. Trustor has requested and Beneficiary has agreed, to execute an Restated Subdivision Improvement Agreement concurrently herewith (the "*Subdivision Improvement Agreement*") to, among other things, substitute Trustor as the "Principal" thereunder, and to release the Bonds and accept this Deed of Trust to secure the obligations imposed by the Subdivision Improvement Agreement.

LA:17714583.2
11/30/09 08:46 AM
LA:17729826.1
2/18/10 04:43 PM

F. Trustor is executing this Deed of Trust in favor of Beneficiary to assure Trustor's performance of the obligations imposed by the Subdivision Improvement Agreement.

G. Section 66499 of the California Subdivision Map Act authorizes the use of security interests in real property as security for the construction of improvements required by governmental conditions of approval.

H. Section 22.80.005 of the Rancho Cordova Municipal Code provides that improvements shall be secured in the manner provided for in Section 66499 of the California Subdivision Map Act.

NOW, THEREFORE:

1. Grant of Security. Trustor hereby grants, bargains, sells, and conveys to Trustee and its successors in trust and assigns, forever, in trust, with power of sale, all of Trustor's estate, right, title, interest, claim and demand, whether existing or hereinafter acquired, a security interest in the Property together with any rents, issues and profits thereof, subject, however, to the absolute right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, subject to the license to collect such rents that is given to Trustor herein.

2. Secured Obligations. This Deed of Trust is given to secure Trustor's performance of the obligations under the Subdivision Improvement Agreement (the "***Secured Obligations***"). The amount of such Secured Obligations is \$292,468.

3. Prohibited Transfer and Encumbrance. Trustor will not sell, transfer or otherwise convey the Property or any interest therein, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed. If Trustor shall sell, convey or transfer the Property, or any part thereof, or any interest therein, without the prior written consent of Beneficiary, then the Beneficiary shall have the right, at its option, except as prohibited by law, to declare Trustor in default under this Deed of Trust, declare any indebtedness secured hereby immediately due and to demand immediate performance of the Secured Obligations. Notwithstanding the forgoing, Beneficiary acknowledges that Trustor is currently marketing the Property for sale and it is further understood that the buyer in any purchase will assume Trustor's duties and obligations under this Deed of Trust. Any assignment of this Deed of Trust to such buyer shall be subject to the approval of the Beneficiary, which shall not be unreasonably withheld conditioned or delayed. In any event, this Deed of Trust shall not limit or restrict any junior encumbrance on the Property that is subject or subordinate to this Deed of Trust or any transfer resulting from the foreclosure of or a deed in lieu of foreclosure with respect to such junior encumbrance. Upon request by Trustor, Beneficiary will provide such junior lienor with an estoppel and consent in such form as such junior lienor may request provided that such estoppel and consent shall not adversely affect the senior priority of this Deed of Trust in any way. This Deed of Trust shall not limit the grant of any easements, dedications or other like conveyances to public or quasi-public entities as necessary or appropriate to the contemplated development of the Property.

4. Maintenance. Trustor will keep the Property in good condition and repair, will pay when due all claims for labor performed and materials furnished therefore, will comply with all laws affecting the Property, will not commit or permit waste thereof, will not commit, suffer or permit any act upon the Property in violation of law. If Trustor fails to keep the Property in good condition and repair as reasonably determined by Beneficiary, the Beneficiary may enter upon the Property and remedy the situation at the sole cost of Trustor in accordance with Section 7 below.

5. Title. Trustor will appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and will pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear and will pay the same in any suit brought by Beneficiary to foreclose this Deed of Trust.

6. Payment of Taxes. Trustee will pay (a) prior to delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (b) all costs, fees and expenses of this Trust.

7. Protect Security. Should Trustor fail to do any act as herein provided and fail to correct such failure within fifteen (15) business days after receipt of written notice thereof, then Beneficiary or Trustee, but without obligation to do so and without further notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as may be reasonably necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee in accordance with this section, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and pay for any statement provided for by law in effect at the date hereof regarding the status of the obligation secured hereby, any amount demanded by the Beneficiary for such statement not to exceed the maximum allowed by law at the time the statement is made.

8. No Liens. Following recordation of this Deed of Trust in the Sacramento County Recorder's Office, the Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the Property any lien or liens that would be prior or superior to this Deed of Trust except for non-delinquent taxes and except as authorized by Beneficiary and further that it will keep and maintain the Property free from the claims of all persons supplying labor or materials to be erected on the Property, or will cause the release of or will provide a bond against any such liens within ten (10) days of Trustor's receipt of notice of the lien or liens. Notwithstanding the preceding sentence, Trustor will not be deemed to be in default under this Section 8 if and so long as Trustor (a) contests in good faith the validity or amount of any asserted lien and diligently prosecutes or defends an action appropriate to obtain a binding

determination of the disputed matter, and (b) provides Beneficiary with such security or title insurance protection as Beneficiary may reasonably require to protect Beneficiary against all loss, damage, and expense, including attorneys' fees and expenses, which Beneficiary or Trustor may incur if the asserted lien is determined to be valid.

9. No Waiver. That by accepting performance of any obligation after its due date, Beneficiary does not waive his right to require prompt performance of any obligation when required.

10. Mandatory Posting of New Bonds. Trustor hereby acknowledges and agrees that notwithstanding Beneficiary's acceptance of this Deed of Trust to secure the performance of Trustor's obligations under the Subdivision Improvement Agreement, prior to construction or installation of any of the Secured Obligations on the Property (other than repair and maintenance of those improvements already in place), or the issuance of a building permit for the construction of any residence, whichever occurs first, Trustor or its successors or assigns shall be required to post a performance bond equal to 100% percent of the total estimated cost to complete the Secured Obligations and a labor and materials bond equal to 50% of the total estimated cost to complete the Secured Obligations. Upon posting such bonds, the Deed of Trust shall be immediately and fully reconveyed in accordance with Section 13 below.

11. Substitute Collateral. Notwithstanding anything herein to the contrary, upon prior approval by the Beneficiary, which shall not be unreasonably withheld, conditioned or delayed, Trustor may elect to have the lien of this Deed of Trust released as an encumbrance against the Property and fully reconveyed pursuant to Section 13 below, on the condition that Trustor provides adequate substitute collateral to Beneficiary in the amount of the remaining costs to complete its obligations under the Subdivision Improvement Agreement. Trustor may elect to provide such substitute collateral in the form of: (a) a letter of credit; (b) performance and/or labor and materials bonds; (c) a deposit of funds into an escrow account; or (d) any other collateral reasonably acceptable to Beneficiary.

12. Assignment by Beneficiary. Upon any assignment of this Deed of Trust or conveyance of all its interest in the Property to a successor owner subject to this Deed of Trust, as approved by Beneficiary, Trustor shall be released from any further obligation under this Deed of Trust and Beneficiary will look only to the assignee for the performance of any of Trustor's obligations under this Deed of Trust.

13. Full Reconveyance of Deed of Trust. Upon written request of Beneficiary stating that all sums and obligations secured hereby have been paid and/or performed or evidence of the posting of a new performance bond and labor and materials bond as provided in Section 10 above or upon substitution of collateral as provided in Section 11 above, and upon surrender of this Deed of Trust, Trustee shall promptly reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

14. Assignment of Rents. Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents, income and profits of the Property, and hereby give to and confer upon Beneficiary the right, power and authority to collect such rent, income, and profits, and Trustor irrevocably appoints Beneficiary Trustor's true and lawful attorney at the option of Beneficiary, at any time, to give receipts, releases and satisfactions and to sue, either in the name of Trustor or in the name of Beneficiary, for all income, and apply the same to the obligations secured hereby; provided, however, so long as no default by Trustor in the performance of any obligations secured hereby shall exist and be continuing, Trustor shall have the right to collect all rent, income and profits from the Property and to retain, use and enjoy the same. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any obligations secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. Acceleration Upon Default. Upon breach by Trustor in the performance of any obligation under this Deed of Trust or performance of the Secured Obligations, Beneficiary may deliver to Trustee written declaration of default and demand for sale and of written notice of default and election to cause the Property to be sold, which notice Trustee shall cause to be filed for record. If Trustor shall fail to perform any obligation under this Deed of Trust or the Secured Obligations, then Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable and to immediately demand performance of the Secured Obligations. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, may sell the Property at the time and place fixed by it in the notice of sale, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale as allowed by applicable law. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all obligations expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

16. Release of the Bonds. Effective upon recording of this Deed of Trust ("**Recording**"), the Bonds shall no longer be deemed security for the obligations under the Subdivision Improvement Agreement. Beneficiary agrees to deposit the Bonds into the escrow established for Recording ("**Escrow**"), and agrees and instructs Escrow that, upon Recording, the

Bonds shall be released and surrendered to KH Sunridge Park LLC, a California limited liability company. If for any reason this Deed of Trust is not recorded, Escrow is instructed to return the Bonds to Beneficiary. This Section shall constitute irrevocable escrow instructions from Trustor and Beneficiary to Escrow, and shall be effective upon mutual execution of the Deed of Trust by both Trustor and Beneficiary and delivery of the same to Escrow.

17. Estoppel Certificates. Beneficiary shall, from time to time, within ten (10) days of written request from Trustor, provide an estoppel certificate to Trustor addressed to Trustor and any existing or proposed lender to Trustor, stating that: (i) Trustor is not, to the best of Beneficiary's knowledge, in default under this Deed of Trust or any of the obligations secured hereby, or if any default exists, stating the nature of such default with reasonable detail; (ii) this Deed of Trust is in full force and effect, has not been amended (or if amended, referencing any amendment), and is enforceable in accordance with its terms, subject only to matters of bankruptcy and insolvency and of law and equity applicable to secured creditors generally; and (iii) the then potential amount of the repayment obligation and any other amounts due hereunder.

18. Substitution of Trustee. Beneficiary, or any successor in ownership of any obligations secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Sacramento County Recorder's Office, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title estate, rights, powers and duties. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

19. Successors. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Trustee is not obligated to notify any party hereto of pending sale under any Deed of Trust or of any action or proceeding in which either Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

20. Notice of Default. The Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

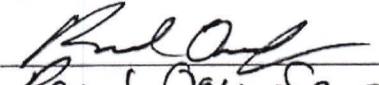
[Signature Page Follows]

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Performance Deed of Trust as of the Effective Date.

TRUSTOR:

SUNRIDGE 83 GROUP, LLC,
a Delaware limited liability company

By: Ion Capital Partners, LLC
a Delaware limited liability company
Its Manager

By: 
Name: Paul O'wiler
Title: Manager

STATE OF CALIFORNIA)

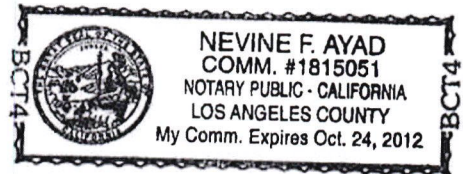
COUNTY OF LOS ANGELES)

On Feb 19 2010 before me, Nevine F. Ayad Notary Public, personally appeared Paul Onufro, 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: Nevine F. Ayad (Seal)



[signatures continue on the next page]

BENEFICIARY:

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 6 through 56, inclusive, as shown and so designated on that certain map entitled "Subdivision No. RC 03 001.05A Final Map of Sunridge Park Village No. 5A", filed In the office of the County Recorder of Sacramento County, State of California, on June 12, 2006, in Book 353 of Maps, at Page 9.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances, inert gases, minerals and metals, lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereinafter discovered, including, but not limited to, the rights to explore for, develop, and remove such oil, gas and other hydrocarbon substances, inert gases, minerals, and metals without, however, any right, to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purposes whatsoever, the rights reserved to explore for, develop and remove such oil, gas and other hydrocarbon substances, inert gases, minerals, and metals shall not interfere with nor disturb the use and ownership of said land and real property, as reserved in that certain Grant Deed recorded March 19, 2002, in Book 20020319, Page 344, Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances, inert gases, minerals, and metals, lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including, but not limited to, the rights to explore for, develop, and remove such oil, gas, and other hydrocarbon substances, inert gases, minerals, and metals without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever as reserved In that certain Grant Deed recorded in Book 20040322 Page 329, of Official Records. Assessor's Parcel Numbers: 067-0910-006 through 067-0910-014 and 067-0900-001 through 067-0900-042

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO CHICAGO TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the Beneficiary of the foregoing Deed of Trust. The obligations secured by said Deed of Trust, have been fully paid and/or performed, and you are hereby requested and directed to cancel and reconvey the Deed of Trust, without warranty, to the Trustor designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

By: _____

Name: _____

Title: _____

Please mail this Reconveyance to:

ND: 20700.40811 4840-2191-3604v2

MEMORANDUM



DATE: March 1, 2010

TO: Honorable Mayor and Council Members

FROM: Stephanie Snyder, City Manager's Office

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT WITH SIMON AND COMPANY FOR FEDERAL LEGISLATIVE REPRESENTATION

RECOMMENDATION

Adopt Resolution No. 13-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow continued stability in the City's representation with members of Congress.

BACKGROUND

Shortly after Cityhood, the City Council recognized the benefits to having representation in Washington, D.C. in matters involving appropriations bills, major authorization measures, effectively working with federal agencies, and staying aware of federal grant opportunities. After a competitive process, Simon and Company was chosen in 2004 to represent the City and assist us in developing a federal agenda, monitoring pertinent activities in Washington, D.C., promoting the City's priorities, and developing useful communications between City Hall and our nation's capital. Over the past few years, over \$7,000,000 has been received or allocated from federal partners for projects such as Folsom Boulevard improvements, International extension, bicycle and pedestrian improvements on Mather Field Road, renovation of the Cordova Senior Center kitchen, and the upcoming improvements to the community center at White Rock Park.

The basic fee for this federal legislative representation has not changed in three years. The recommended contract amendment will increase the fee by \$150 per month (\$1,800 per year) and increase the total cap on reimbursable expenses by \$300 per year. All funds are included in the approved budget.

ATTACHMENTS

1. Resolution No. 13-2010 including (Exhibit A1) First Amendment to the Consulting Services Agreement Between the City of Rancho Cordova and Simon and Company and (Exhibit B) Compensation Schedule.
2. Contract No. 37-2007-- Consulting Services Agreement between the City of Rancho Cordova and Simon and Company.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 13-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH
SIMON AND COMPANY FOR FEDERAL LEGISLATIVE REPRESENTATION**

WHEREAS, the federal government exerts great influence on the conditions, resources and plans of cities; and

WHEREAS, cities who derive the most return of federal resources are those who approach the federal local relationship in an entrepreneurial fashion, understanding the opportunities and marshalling strategies to successfully obtain them; and

WHEREAS, City-specific projects in appropriations bills and major Congressional authorization measures have played a key part in a federal strategy for Rancho Cordova; and

WHEREAS, the City has been successful in capturing millions of dollars for federal projects since the beginning work with Simon and Company in 2004; and

WHEREAS, the City desires the continuity of this representation.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract amendment with Simon and Company (**Exhibit A1**) for federal legislative representation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND SIMON AND COMPANY**

This First Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Simon and Company ("Consultant") as of March 1, 2010. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated February 21, 2007 for the purpose of providing federal legislative representation; and

WHEREAS, this Amendment will allow the City to continue those services as desired by the City Council; and

WHEREAS, the Parties agree that changes to the term and services provided for in the CSA are necessary in order for the City to continue receiving services by Consultant.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the CSA from February 28, 2010 until terminated by one or both of the Parties. The first sentence of Section 1.1 of the CSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall continue until terminated by one or both of the Parties, as provided for in Section 8. Consultant shall continue the work described in Exhibit A until such termination."

2. Section 2 of the CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed \$3,300.00 per month from March 1, 2010 through February 28, 2010 and an amount not to exceed \$3,300.00 per year for reimbursable, documented expenses. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed Three Thousand Four Hundred Fifty Dollars (\$3,450.00) per month and an amount not to exceed Three Thousand Six Hundred Dollars (\$3,600.00) per year for reimbursable, documented expenses, notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Compensation Schedule," attached hereto as Exhibit B, shall replace and supersede the CSA's Exhibit B.

4. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Len Simon, Simon and Company

Date: _____

Date: _____

Attest:

Mindy Cuppy, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT B

COMPENSATION SCHEDULE

The proposed budget for the work outlined in Exhibit A is \$3,450.00 per month beginning March 1, 2010. This represents the basic fee for professional services and will be billed monthly. There is also a total ceiling of \$3,600.00 per year for reimbursable, documented expenses, which should cover routine items such as long-distance telephone, photocopying, intra-city travel, and when necessary, travel to Rancho Cordova to meet with City officials. If the Agreement is terminated prior to the completion of any full calendar year, the allowed reimbursable expenses shall be prorated to cover the time worked within that year.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
SIMON AND COMPANY**

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

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on February 28, 2010, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$3,300 per month for the period March 1, 2007 through February 28, 2010 and an amount not to exceed \$3,300 per year during the 36 month contract period for reimbursable, documented expenses, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner

specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed three thousand three hundred dollars (\$3,300.00) per year for the thirty-six month term of the contract. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such

insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and

hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 6. STATUS OF CONSULTANT.

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

(PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:

Len Simon
Simon and Company
1660 L Street NW, Suite 501
Washington, DC 20036

Any written notice to City shall be sent to:

Ted Gaebler, City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

Seal and Signature of Registered Professional with
report/design responsibility.

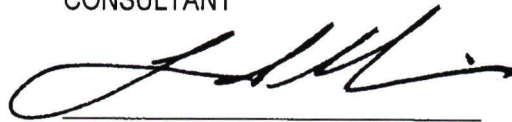
- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior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

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

CITY OF RANCHO CORDOVA

CONSULTANT

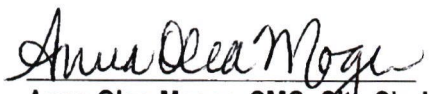

Ted A. Gaebler, City Manager


Len Simon
Simon and Company

Date: 3-8-07

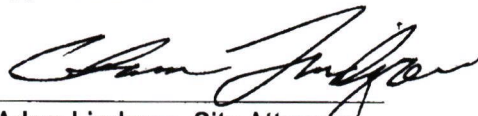
Date: 2/26/07

Attest:


Anna Olea-Moger, CMC, City Clerk

Date: 3/9/07

Approved as to Form:


Adam Lindgren, City Attorney

Date: 3/6/07

EXHIBIT A

SCOPE OF SERVICES

WASHINGTON REPRESENTATION FOR CITIES: An Overview

Cities that wish to achieve strategic aims should look to a vigorous interaction with the federal government as an important part of their overall effort. Through appropriations bills, authorization measures and effectively working with federal agencies and the Congressional delegation much good can be accomplished.

The federal government exerts great influence on the conditions, resources and plans of cities. Whether a city seeks to take advantage of federal opportunities or solve problems created by the federal establishment, Washington representation can help if it is: (1) *targeted*; and (2) viewed as an *extension of the city staff*. Washington representation works well for city governments when it is based on a specific and prioritized plan so that time and energy can be properly channeled to achieve objectives and success can be measured. When properly structured, it is a traditional staff function simply located in Washington, working with the Congress and federal agencies as its principal assignment and, effectively, the City's "Washington Office".

Cities who derive the most *return* of federal resources are those who approach the federal local relationship in an entrepreneurial fashion - understanding the opportunities and marshalling strategies to successfully obtain them. This requires a vigorous diligence in understanding and analyzing federal developments to ensure the city is poised to take whatever appropriate actions are necessary. This could include but not be limited to city specific projects in appropriations bills and major authorization measures and could play a key part in a federal strategy for Rancho Cordova.

These are the approaches we have always adopted for local governments in relation to our services and believe that it can make a solid contribution to the new City of Rancho Cordova in the challenging period ahead as it seeks the best possible deployment of federal resources and opportunities.

ACTION PROGRAM FOR THE CITY OF RANCHO CORDOVA

As noted previously, Washington representation for cities works best when it is sharply focused to achieve specific objectives. Our style has been to work closely with senior City officials to develop an action program that forms the basis of our activity. This is simply an expression of the specific needs and goals with respect to priority federal affairs issues for the year ahead.

Developing a Federal Agenda

In a typical year, the action program includes a range of activities such as agency grants, targeted congressional actions, agency-specific consideration in relevant authorization legislation and administrative or regulatory decisions expedited or problems solved. A program for Rancho Cordova would very likely focus on the major items outlined in the previous section. It would be our intention to work with City officials to formulate such a program for the period ahead.

Monitoring Activities in Washington

We place a major emphasis in our work on the continuous monitoring of developments in Washington that could have an impact on City priorities. In our daily efforts with federal agencies and Congress our goal is to maintain an overview of all significant actions of the federal establishment which could conceivably make a difference to the City, and be in a position to quickly communicate this to the manager and key staff.

For example, the issues cited in the previous section cover a wide range of territory and numerous federal agencies and congressional committees. It is our job to have points of contact in all of those agencies and committees, and we have been generally successful in doing so. *However, they are not the limit of our scope of activities.* We are alert to all areas that could have a beneficial impact on the City or even pose a possible threat. We routinely interact with all federal departments and with the congressional committees with which they correspond and would look forward to discussions on how their work affects the City of Rancho Cordova.

Promoting the City's Priorities

Promoting the City's agenda requires a multi-faceted and continuous approach. Basic elements include:

- (1) Ongoing discussions with City leadership and staff to finalize priority activities;
- (2) Regular meetings with federal officials to review priority project status and assess the potential for their success in the coming months;
- (3) Regular liaison through email, telephone and fax, and memorandum on progress made on the various project areas including:
 - (a) suggestions of the specific roles to be played by City officials; and
 - (b) information resources which will need to be developed.

Working with the City Officials

When City officials travel to Washington, we will work to coordinate Washington activities in pursuit of the City federal affairs agenda. This will include briefings and meetings with executive and legislative branch officials and related activities, as appropriate. We believe that the Council, City Manager and other city officials can make a dramatic difference to our overall efforts on their behalf by regular travel to Washington to meet with federal officials.

A Communications System with City Hall

We would function as the "Washington Office" for the City, providing a base in the nation's capital and a wide variety of services. In addition to regular information and updates on a full range of issues, we would also provide the City with our weekly publication, The Washington Friday Report, which focuses on important federal developments that week. The City would receive faxes or direct mail from us an average of several times a week or more and we are also in regular telephone and e-mail contact (see enclosed samples). Our website, www.simoncompany.com provides helpful up-to-date information and links.

Simon and Company, Inc. Background and Staffing

Simon and Company, Inc. is a Washington, D.C. based firm specializing in the field of local government concerns. It provides assistance to its clients in the areas of legislative affairs, grant and program development and special projects. Its clients include city governments, municipal and county authorities, non-profit groups, and national

associations. The company began operations in 1987.

The firm is proud of its record in helping cities to take advantage of opportunities and solve problems within the federal legislative and executive branches. It's experience on behalf of cities for many years has included a track record of measurable achievements in the areas of grants, appropriations, authorizations and regulatory affairs, functioning as part of a team which includes the congressional delegation, the local government's elected leadership and key managers, the department heads and staff.

Len Simon has spent the last twenty-seven years directly involved in the federal affairs concerns of local governments. He joined the staff of the U.S. Conference of Mayors in March 1977 and became an Assistant Executive Director in October 1978, a position he held until July 1986. In that role he was responsible for policy development and legislative affairs in the fields of transportation, environment, infrastructure, natural resources and telecommunications, and was involved in many other areas on behalf of the Conference. The firm works very closely with the U.S. Conference of Mayors today. He holds graduate and undergraduate degrees in public policy from the George Washington University, where he also taught for five years (College of Continuing Education in Washington). He speaks frequently in forums around the country on developments in Washington that impact local governments. Simon is a member of the Board of Directors of: the Rechargeable Battery Recycling Corporation and Kidsave, International and serves as president of his local civic association in downtown Bethesda, MD.

Also with the firm are Shannon Long, who joined the firm from a major Washington trade association, and Kevin DeGood who came to us from Congressman Rick Boucher of Virginia.

EXHIBIT B

COMPENSATION SCHEDULE

The proposed budget for the work outlined in Exhibit A is \$3,300 per month for the period of March 1, 2007 through February 28, 2010. This represents the basic fee for professional services and will be billed monthly. There is also a total ceiling during this 36 month period of \$3,300 per year for reimbursable, documented expenses, which should be sufficient to cover routine items such as long-distance telephone, photocopying, intra-city travel, and when necessary, travel to Rancho Cordova to meet with City officials.

MEMORANDUM



DATE: March 1, 2010

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT TO NORTH WEST SURFACING IN AN AMOUNT NOT TO EXCEED \$161,205 FOR THE HORN ROAD SIDEWALK IMPROVEMENTS PROJECT

RECOMMENDATION

Adopt Resolution No. 14-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow work be performed under the construction contract and includes furnishing of all labor, materials, and equipment for construction of a new sidewalk, and pedestrian and ADA improvements on Horn Road from Old Winery Place to Routier Road. Construction improvements include: installation of new sidewalk and replacing the sidewalk ramps at the intersections of Old Winery Place, Business Park Drive, and Fite Circle; Replacement of storm drainage inlets and laterals to be removed from their current location in the middle of the sidewalk ramps and relocated as to not impact sidewalk ramps at the intersections.

BACKGROUND

Bids were solicited to the Sacramento County, El Dorado County, Placer County, Alameda County, and Shasta Builders Exchange beginning January 8, 2010. The project was advertised in The Sacramento Bee on December 31, 2009 and January 8, 2010. The project was also advertised in The Grapevine Independent on January 8, 15, 22, 29 and February 5, 2010. The bids were publicly opened on February 10, 2010 at 2729 Prospect Park Dr., Rancho Cordova, 95670.

Seventeen (17) contractors bid on the project. The Engineer's estimate was \$200,000. The lowest responsive bid was \$161,205, the average bid was \$188,147, and the high bid was \$225,381. The Bid Summary Sheet is provided as Attachment 2. The low bid is 19.4% lower than the Engineer's estimate. This project is funded through Measure A and CDBG funds.

ATTACHMENTS

1. Resolution No. 14-2010 including (**Exhibit 1A**) Contract 23-2010.
2. Bid Summary Sheet.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 14-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NORTH
WEST SURFACING FOR THE CONSTRUCTION OF THE HORN ROAD SIDEWALK
IMPROVEMENTS PROJECT**

WHEREAS, bids were solicited to the Sacramento County, El Dorado County, Placer County, Alameda County and Shasta Builders Exchange beginning January 8, 2010. The project was advertised in The Sacramento Bee on December 31, 2009 and January 8, 2010. The project was also advertised in The Grapevine Independent on January 8, 15, 22, 29 and February 5, 2010; and

WHEREAS, the bids were publicly opened on February 10, 2010 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City recommends award the City's Horn Road Sidewalk Improvements to the lowest responsive bidder, North West Surfacing, in the amount of \$161,205; and

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

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a construction contract (Contract No. 23-2010) with North West Surfacing (**Exhibit A1**), in a form approved by the City Attorney. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND NORTH WEST SURFACING**

THIS AGREEMENT made and entered between the City of Rancho Cordova ("City") and North West Surfacing ("Contractor") as of March 1, 2010.

WITNESSETH:

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

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

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008.; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 23-2010, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as **Exhibit A** and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: one hundred sixty-one thousands two hundred five dollars (\$161,205). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

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

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

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

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

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times states herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

10.2 Contract Administration. This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.3 Notices. Any written notice to Consultant shall be sent to:

Monty Stanley
North West Surfacing
9182 Survey Road
Elk Grove, CA 95624

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Ted A. Gaebler, City Manager

Monty Stanley, Owner

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

CITY OF RANCHO CORDOVA

B I D F O R M

Project No. **CP10-2091**

Project: HORN ROAD SIDEWALK IMPROVEMENTS

SUBMIT BID TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BID OPENING:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

NO LATER THAN: 2:00 PM
DAY OF BID February 10, 2010

APPROXIMATELY 2:10 P.M.

TO: City Clerk
City of Rancho Cordova

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA

Project No. CP10-2091

Project: HORN ROAD SIDEWALK IMPROVEMENTS

TO: Public Works Director
City of Rancho Cordova
Rancho Cordova, California 95670

Name of Bidder: North West Surfacing
Business Address: 9182 Survey Road
City, State, Zip: EIK GROVE, CA 95624
Telephone No. (with area code): 916-686-6136

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, the project plans described below, and also in accordance with the California Department of Transportation Standard Plans and Specifications May 2006 edition using the English measurements and units in the 1992 edition and the Labor Surcharge and Equipment Rental Rates in effect on the date of work is accomplished; and the Sacramento County Public Works Agency, Improvement Standards, May 12, 2009 edition, and Standard Construction Specifications, January 2008 edition.

Bids are to be submitted for the entire work. The amount of the bids for comparison purposes will be the total of all items.

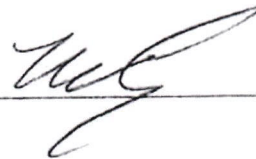
The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for the this purposes. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

If the proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by this contract, with surety satisfactory to the City of Rancho Cordova within ten (10) days, not including Sundays and Legal Holidays, after the bidder has received notice from the City that the contract has been awarded, the City may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Rancho Cordova.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and that the bidder proposed, and agrees if this proposal is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the bidder will take in full payment therefore the following item prices to wit:

Note: For this proposal to be considered complete and responsive the bidder must complete all of the documents and certificates on pages P-1 through P-10 and the bidder must properly execute the proposal as required on page 11.

CONTRACTOR: _____

A handwritten signature in dark ink, appearing to be 'M. G.', is written over a horizontal line that serves as a signature line.

CITY OF RANCHO CORDOVA

BID SCHEDULE

Project No. CP10-2091

Project: **HORN ROAD SIDEWALK IMPROVEMENTS**

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in figures)	Amount (in figures)
1	Water Pollution and Erosion Control	LS	1	1500.00	1500.00
2	Traffic Control	LS	1	8000.00	8000.00
3	Clearing and Grubbing	LS	1	2500.00	2500.00
4	Tree Root Trim and Barrier Placement	LF	24	50.00	1200.00
5	Class II Aggregate Base	TON	309	34.88	10777.92
6	Type "A" Asphalt Concrete	TON	16	120.00	1920.00
7	Remove and Replace PCC Curb and Gutter	LF	430	32.64	14035.20
8	Remove and Replace PCC Sidewalk & PCC Sidewalk Ramps	SF	2,277	10.88	24773.76
9	PCC Sidewalk	SF	4,336	4.88	21159.68
10	Detectable Warning Surface	EA	12	300.00	3600.00
11	Type B Storm Drain Inlet	EA	6	1800.00	10800.00
12	12" RCP Storm Drain Laterals	LF	218	148.88	32455.84
13	Remove Existing Storm Drain Inlet	EA	6	488.00	2928.00
14	Remove Existing Storm Drain Lateral	LF	234	35.00	8190.00
15	Reconstruct Storm Drain Manhole	EA	3	1100.00	3300.00
16	Construct Storm Drain Manhole	EA	1	3500.00	3500.00
17	Adjust Valve Box to Grade	EA	1	1000.00	1000.00
18	Relocate Existing Street Lights	EA	3	1815.00	5445.00
19	Remove Existing Metal Bollards	EA	56	20.00	1120.00
20	Relocate Existing Fire Hydrant (may be deleted, no cost if deleted)	EA	1	3000.00	3000.00

TOTAL BID (Items 1-20, in figures)

\$ 161205.40

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

CITY OF RANCHO CORDOVA

BIDDER'S BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, North West Surfacing
, as Principal, and
Indemnity Company of California,

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Rancho Cordova, for certain construction specifically described as follows, for which bids are to be opened at Rancho Cordova, California, on **February 10, 2010**, for the work to be done consist, in general, of installing new sidewalk, excavating sidewalk replacement, curb & gutter replacement, tree root trimming, storm drain inlets and laterals replacement; and all other works as shown on the contract document.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Rancho Cordova, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and in all other aspects perform the agreement and obligations created by the acceptance of the Bid, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 3rd day of
February, 2010.

Principal

By: [Signature]
Signature
Monty Stanley
Print or Type
Title: Owner

Surety

By: [Signature]
Signature
Monica A. Hutchison
Print or Type
Title: Attorney-in-Fact

Address: Indemnity Company of California

1750 Howe Avenue, Suite 630

Sacramento, CA 95825

- NOTES:
1. Signature of those executing for the Surety must be properly acknowledged.
 2. The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has accepted the successful bidder. All other bid bonds shall be returned to the bidder five (5) working days after bid opening.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

*****Stephen D. Bender, David K. Johnson, Monica A. Hutchison, Edward D. Johnson, Cassandra M. Brinkman,
jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

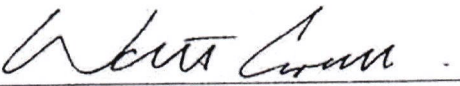
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney:

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President

By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

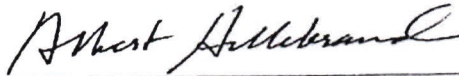
(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 3rd day of February, 2010.

By: 
Albert Hillebrand, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On February 3, 2010 before me, Nicole R. Booth, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison
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]
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monica A. Hutchison

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
Indemnity Company of
California

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

CITY OF RANCHO CORDOVA

CONTRACTORS LICENSE FORM

Project No. CP10-2091

Project: HORN ROAD SIDEWALK IMPROVEMENTS

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

In all contracts where federal funds are involved, no bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 505870 Expiration Date: 1/1/2011

Contractor's Classification:

North West Surfacing
Contractor's Name (Printed)

2/10/10
Date

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

Monty Stanley
Bidder's Name (Printed)

Owner
Bidder's Title

City of Rancho Cordova Business License Number:

CITY OF RANCHO CORDOVA

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

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

North West Surfacing
Contractor's Name (Printed)

2-10-10
Date

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

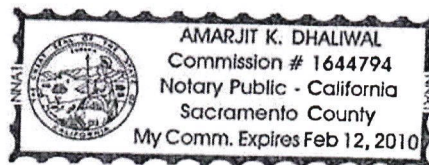
Monty Stanley
Bidder's Name (Printed)

Owner
Bidder's Title

Subscribed and sworn to before me

this 10th day of February, 2010.

Amarjit K. Dhaliwal
Signature of Notary Public



CITY OF RANCHO CORDOVA

DESIGNATION OF SUBCONTRACTORS

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

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

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
GRAY Electric CO. 12911 Loma Rica Drive Grass Valley, CA 95945	Relocate Existing Street Lights	5445.00
Triple R Tree 1312 Ascot Avenue Rio Linda, CA	Arborist	

North West Surfacing
Contractor's Name (Printed)

2/10/10
Date

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

Monty Stanley
Bidder's Name (Printed)

Owner
Bidder's Title

CITY OF RANCHO CORDOVA

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 23 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 23 years.

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

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

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2008	Miscellaneous	150,000 ⁰⁰	The Henry Company
2009	Miscellaneous	50,000 ⁰⁰	Red Bag - Chew White
2009	Miscellaneous	35,000 ⁰⁰	CCCP Mountain House

John Day

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
2	Linkbelt Excavators	Excellent	Elk Grove
2	Backhoes	Excellent	Elk Grove
3	Concrete Mixer Trucks - 10 yds	Excellent	Elk Grove

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

North West Surfacing
Contractor's Name (Printed)

2/10/10
Date

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

Monty Stanley
Bidder's Name (Printed)

Owner
Bidder's Title (Printed)

Accompanying this proposal is _____

(Insert the words "CASH (\$ Bidders Bond),"
"CASHIER'S CHECK," or "BIDDER'S BOND," as the case may be.) in amount equal to at
least ten percent (10%) of the total bid.

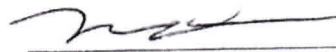
The names if all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name
of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-
partnership, state true name of firm, also names of all individual co-partners composing the firm;
if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors License No.
505870.

By my signature on this proposal I certify, under the Penalty of Perjury, that the foregoing Non-
collusion affidavit and Contractor's License Certification along with all other statements in this
proposal are true and correct.

Date: 2/10/10



Signature(s) of Bidder

Business Address: 9182 Survey Road, Elk Grove, CA 95624

Place of Business: Same as above

Place of Residence: 8353 Dillard Rd, Wilton, CA 95693

M/WBE OUTREACH CONTACT LOG

M/WBE Subcontractors and Materials/Suppliers Contacted: (Include Name of Business, Address, Phone, Name of Contact Person) *Include Services or Materials/Supplies Description (if accepted)	Date Notified	Bld					If Rejected Give Reason, i.e. Non-response, etc.	Efforts to Remedy Deficiency in Sub-Bid (Assistance in referring for bonding or insurance for increasing work force, etc.)		
		How Notified* (Direct mail, phone, etc)	Yes	No	Amount	M/WBE Accepted				
Astro Const. 510-685-4161 (PAVING)	2/1/10	phone	✓							
AZ Builders 3234 Ohio Ave. Richmond, CA 916-276-6480 (concrete)	2/1/10		✓							
Acequia Const. 19920 Gentle Creek Dr Suisun, CA 707-864-3783 (concrete)	2/1/10		✓							
NO subcontracting by bidder.		All work to be completed								

* Attach copies of all solicitations made via direct mail and/or advertisement and responses received. (Submit with bid/offer)

BIDDER/OFFEROR'S SIGNATURE: 

QUESTIONNAIRE

Page 1 of 2

(Submit with the bid/offer.)

1. Probable Subcontracting Trades involved in this Contract:

Relocating Existing Streetlights

2. List trades to be performed by Prime:

All

3. State how the work was divided into economically feasible units to facilitate using MBE's and WBE's:

Solicitation for all opportunities

- A. Was the work divided into all the individual subtrades? / If not, then why?

Yes

Electrical / Concrete / Asphalt

- B. Was the work divided into separate material and services? / If so, then list them:

Yes

Electrical / Concrete / Asphalt

4. What information about the work items was provided to M/WBEs? e.g. copies of plans, specifications, subcontracting requirements, etc. (Provide copies of correspondence or description of information sent to MBEs/WBEs.)

Telephone Communication

QUESTIONNAIRE

Page 2 of 2

5. What assistance was requested and received from M/WBE referral agencies? e.g. community organizations, M/WBE contractor groups, public agencies, etc.
(Provide the names and dates of all referral agencies contacted.)

8(a) Sources
CAtrans Website
SBE Directory

6. What assistance was offered or provided to M/WBEs? e.g. meeting insurance and bonding requirements, obtaining lines of credit, becoming recognized as an M/WBE, opportunity to review plans and specifications, etc.

Opportunity to review plans/specs

7. State anything else that you would like to add in support of your demonstration to meet the minimum requirements of your good faith effort. List any problems encountered in soliciting subcontracting opportunities.

Businesses Responding Back

AFFIDAVIT

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements on this questionnaire are true and correct.

I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the bid/offer.

Bidder's/Offeree's
Signature:



Date:

2/10/10

County
signed:

where

Elk Grove, California

SECTION 3 PROJECT WORK FORCE BREAKDOWN

Job Category	Total Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions not Occupied	Number of Positions Filled by Section 3 Residents
Supervisor	1	1	0	
Professional				
Technical				
Office/Cleric.	1	1	0	
Others				
TRADE:	Mason			
Journeyman	4	4	0	
Apprentices	1	1	0	
Trainees				
Others				
TRADE:	Operating Engineer			
Journeyman	2	2	0	
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

North West Surfacing
Company

Hoen Road Sidewalk
Project

CP10-2091
Project Number

NOTE: This document must be submitted with bid documents.

Person Completing Form: Monty Stanley

Date: 2/10/10

SECTION 3 CONTRACTS/SUBCONTRACTS BREAKDOWN

Type of Contract (Business or Professional)	Total Number	Total Approx. Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Sec. 3 Businesses

NOTE:

This document is to be submitted by
the contractor with bid documents.

North West Surfacing
Company
Hazen Road Improvements
Project

CDBG Grant Number

Person Completing Form: Monty Stanley

Date: 2/10/10

Horn Road Sidewalk Improvement Project - Bid Result
 Rancho Cordova City Hall
 2729 Prospect Park Drive, Rancho Cordova, CA 95670
 February 10, 2010 at 2:00 PM



Letter Designation	Contractor	Total Bid	Addendum 1	Proposal Signed	Bidders Bond	Contractor's License	Non-Collusion	Designation of Subs	Experience Qualifications	MWBE Outreach Log/Questionnaire	Section 3 Project Work Force Breakdown	Section 3 Contracts / Subcontracts Breakdown
A	Maxicrete, Inc	\$225,381.00	X	X	X	X	X	X	X	-	X	X
B	Granite Construction	\$215,512.00	X	X	X	X	X	X	X	X	X	X
C	KAT Construction, Inc	\$153,769.00	-	X	X	X	X	X	X	-	-	-
D	Quimu Contracting, Inc	\$173,562.00	X	X	X	X	X	X	X	X	X	X
E	North Coast Resource Management	\$204,658.54	-	X	X	X	X	X	X	-	-	-
F	Martin General Engineering	\$185,581.00	X	X	X	X	X	X	X	X	X	X
G	Doug Veerkamp General Engineering	\$182,217.00	X	X	X	X	X	X	X	X	X	X
H	All Phase Construction & Engineering Inc	\$194,560.00	-	X	X	X	X	X	X	X	X	X
I	Blondi Paving	\$213,643.00	-	-	X	X	X	X	X	X	X	X
J	Sierra Asphalt, Inc	\$207,970.00	X	X	X	X	X	X	X	X	X	X
K	Sierra National Construction, Inc	\$169,864.00	-	X	X	X	X	X	X	X	-	-
L	Nor-Cal Concrete, Inc.	\$194,638.20	X	X	X	X	X	X	X	-	X	X
M	FBD Vanguard Construction	\$180,663.75	X	X	X	X	X	X	X	X	X	X
N	Robert J Frank Construction, Inc.	\$163,478.00	-	X	X	X	X	X	X	-	X	X
O	Newland Entitles Inc.	\$166,251.28	X	X	X	X	X	X	X	X	X	X
P	R P Engineering Contractors Inc	\$205,550.00	-	X	X	X	X	X	X	-	-	-
Q	North West Surfacing	\$161,205.40	-	X	X	X	X	X	X	X	X	X
R												
S												
T												

Attendees:

Bren Lehr, Deputy City Clerk
 Ben Chan, Public Works
 Britton Snipes, Public Works
 Travis Evans, Public Works
 David Gassaway, Economic Development

Brenda Lehr, Deputy City Clerk

2/11/10
 Date

MEMORANDUM



DATE: March 1, 2010
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: **ORDINANCE TEMPORARILY SUSPENDING RESIDENTIAL PHOTOVOLTAIC SOLAR SYSTEM PERMIT FEES AS FOUND IN SECTION 16.90.030 OF THE RANCHO CORDOVA MUNICIPAL CODE**

RECOMMENDATION

Waive first reading and introduce Ordinance No. 2-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this ordinance will authorize an additional one-year suspension of permit fees for retrofit photovoltaic solar panels in residential buildings.

BACKGROUND

At the February 5, 2007 City Council meeting, Lois Wright of Sacramento Municipal Utility District (SMUD) gave a presentation outlining SMUD's residential solar rebate program and asked the City to waive permit fees for residential retrofit photovoltaic solar panels for a three year trial program.

On April 2, 2007 the City adopted Ordinance No. 7-2007 temporarily suspending residential photovoltaic solar system permit fees as found in Section 16.90.030 of the Rancho Cordova Municipal Code. The current suspension will expire on April 2, 2010. SMUD representatives have requested that all the jurisdictions in its territory continue to suspend fees for photovoltaic solar panels which the discussions of the possibility of a standardized flat fee are discussed.

FISCAL IMPACT

Prior to the fee waiver in 2007, the City had issued only four permits for photovoltaic (PV) solar panels in existing homes and collected \$821.00 in corresponding permit fees. This is only a rate of \$235 per year. Although the number of permits is expected to increase due to the upcoming subsidies and incentives, the loss in permit revenue is expected to be minimal. The cost of waiving the fees will be absorbed by the City's General Fund. During the three year waiver of fees which expires on April 2, 2010, nine residential PV systems were issued.

ATTACHMENT

Ordinance No. 2-2010.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 2-2010

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
TEMPORARILY SUSPENDING RESIDENTIAL PHOTOVOLTAIC
SOLAR SYSTEM PERMIT FEES AS FOUND IN SECTION 16.90.030
OF THE RANCHO CORDOVA MUNICIPAL CODE**

WHEREAS, on February 5, 2007, Sacramento Municipal Utility District (SMUD) representatives requested that the City Council waive permit fees for residential retrofit photovoltaic solar panels for three years and presented the Council with an outline of SMUD's residential solar rebate programs; and

WHEREAS, on April 2, 2007, the City Council adopted Ordinance No. 7-2007 temporarily suspending the application of building permit fees related to the construction of residential photovoltaic solar systems for a period of three years; and

WHEREAS, the suspension of such permit fees will end on May 2, 2010; and

WHEREAS, the City wishes to extend the suspension of fees for one more year.

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

Section 1. Section 16.90.030(N) of Chapter 16.90, "Construction Permit Fees," of Title 16 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

16.90.030 Fee Schedule

N. All permit fees applicable to the construction of residential photovoltaic solar systems as found in this section are temporarily suspended until May 2, 2011.

Section 2. Severability.

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

Section 3. Effective Date and Publication.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with 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 _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ken Cooley, Mayor

Mindy Cuppy, City Clerk

MEMORANDUM



DATE: March 1, 2010

TO: Honorable Mayor and Council Members

FROM: Shannan Loveless, Associate Planner

SUBJECT: **RESOLUTION APPROVING DESIGN REVIEW FOR FIRST ARMENIAN PENTECOSTAL CHURCH – PROJECT NO. DD6442 – LOCATED AT 10432 INVESTMENT CIRCLE**

PROPERTY OWNER: Sam Nersesnyan, First Northern California Armenian Pentecostal Church 3362 Brix Court Rancho Cordova, CA 95857	APPLICANT: David Segovia-Gutierrez InterArDis 4704 Battles Court Elk Grove, CA 95757
---	---

PROJECT:	First Armenian Pentecostal Church Remodel – Design Review
FILE:	DD6442
LOCATION:	10432 Investment Circle
APN:	057-0211-040
PLANNER:	Shannan Loveless, Associate Planner

REQUEST

The applicant is requesting Design Review of the proposed addition and remodel of the First Armenian Pentecostal Church, located at 10432 Investment Circle.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends the City Council determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15332, In-Fill Development, and adopt Resolution No. 12-2010 approving the Design Review for the First Armenian Pentecostal Church, subject to the project plans (**Exhibit A**) and color renderings (**Exhibit B**) and Conditions of Approval (**Exhibit C**).

RESULT OF RECOMMENDATION

Approval of this Design Review will allow the First Armenian Pentecostal Church to expand. This expansion will significantly improve the character of Investment Circle by developing a currently unimproved parcel and installing new landscaping along Investment Circle.

LOCATION

The project site is located at 10432 Investment Circle, a block north of Folsom Boulevard, as illustrated in Figure 1, below. The existing church is adjacent to another church, a preschool, and a vacant lot.

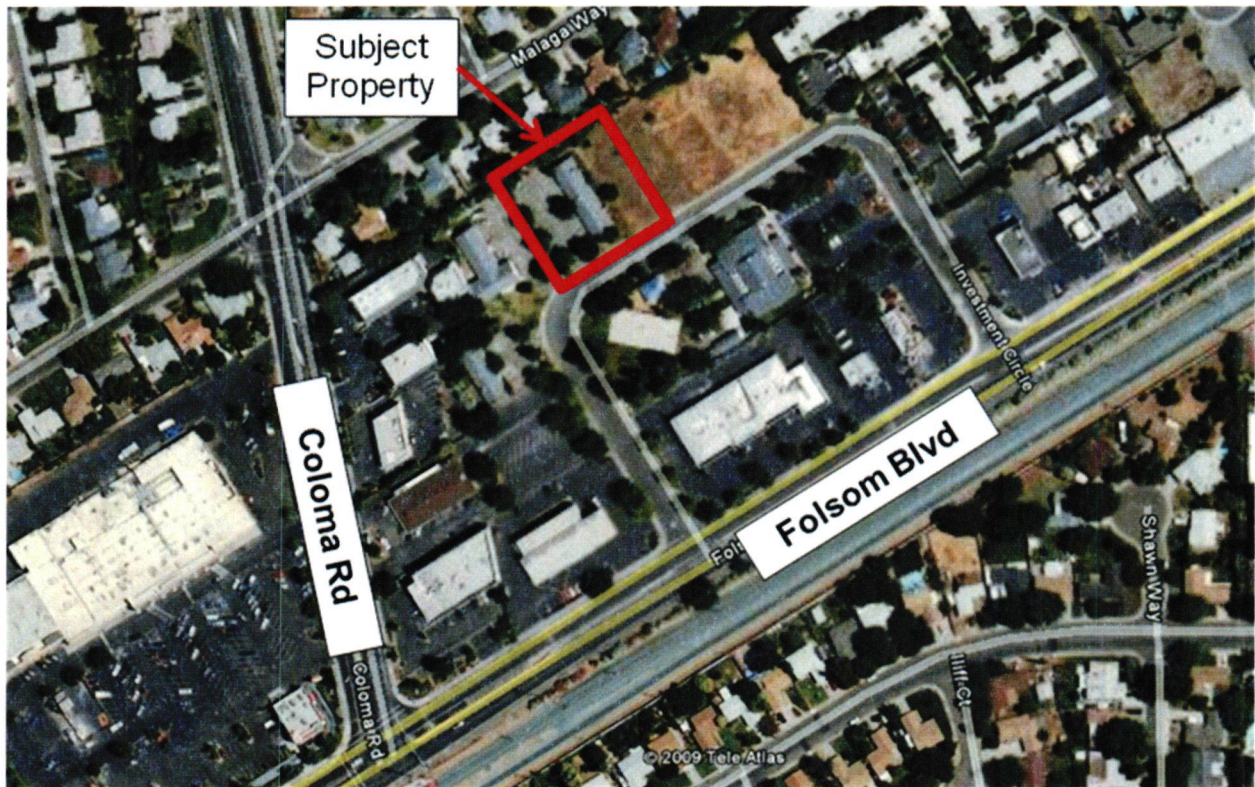


Figure 1 – Site Location: North Side of Investment Circle

Land Use Relationships with Adjacent Properties

	General Plan Land Use Designation	Zoning	Existing Land Use
Subject Property	FBPA	UR-1 (FBSP)	Church
North	LDR	RD-5	Single Family Homes
East	FBPA	UR1 (FBSP)	Vacant Parcel
South	FBPA	UR-1 (FBSP)	Child Care Center
West	FBPA	CMU (FBSP)	Church

General Plan Abbreviations: FBPA – Folsom Boulevard Planning Area;
LDR – Low Density Residential

Zoning Abbreviations: CMU – Commercial Mixed Use; UR-1 – Urban Reserve 1;
RD-5 – Residential at 5 Dwellings per Acre

ANALYSIS

Design Review

The Zoning Code requires Design Review of all non-residential development, including additions of 1,000 square feet or greater. The proposed project would expand the existing church footprint from approximately 4,000 square feet to approximately 6,700 square feet, triggering the requirement for Design Review.

Design Review approvals shall be granted only when the all of the findings defined in Zoning Code Section 23.140.050 can be made. The required findings and the evidence to support them are included in Resolution No. 12-2010 (**Attachment 1**).

Planning Commission Amendment

At the February 11 Planning Commission meeting, the Commission unanimously recommended approval of the Design Review, with one amendment to the Conditions of Approval. Condition of Approval #21 (see **Exhibit C to Attachment 1**) was added, requiring a masonry wall be added to the site plan where the residential property line and church property line meet and that the masonry wall will include planted vines to mask the wall's appearance.

CONCLUSION

The proposed expansion of the existing church is architecturally consistent with the existing building and compatible in character to adjacent buildings on Investment Circle. The project will improve vehicular and pedestrian circulation on site, and additional landscaping will improve the character of the Investment Circle streetscape. The Planning Commission recommends approval of the Design Review of the project as proposed.

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act Guidelines. Section 15332 applies when the project meets the following conditions: it conforms to General Plan and Zoning land use designations, policies, and standards; it is within City limits; it is less than five acres; it is substantially surrounded by urban uses; it has no value as habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services.

FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this development.

RECOMMENDED MOTION

1. Move the City Council determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15332, In-Fill Development; and
2. Adopt Resolution No. 12-2010 approving the Design Review for the First Armenian Pentecostal Church, subject to the project plans (**Exhibit A**) and color renderings (**Exhibit B**) and Conditions of Approval (**Exhibit C**).

ATTACHMENTS

1. Resolution No. 12-2010, including Design Review Plans (**Exhibit A**), Color Renderings (**Exhibit B**), Conditions of Approval (**Exhibit C**).
2. Draft Planning Commission minutes.
3. 500' radius map and mailing labels used for Public Hearing Notices.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 12-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING DESIGN REVIEW FOR FIRST ARMENIAN PENTECOSTAL CHURCH
PROJECT # DD6442**

WHEREAS, David Segovia-Gutierrez of InterArDis, on behalf of owner First Northern California Armenian Pentecostal Church, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Design Review of the proposed addition and remodel, located at 10432 Investment Circle (Assessor's Parcel Number: 057-0211-040); and

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

WHEREAS, on February 11, 2010, the Planning Commission considered the project request pursuant to the City of Rancho Cordova Zoning Code, and all other applicable state and local regulations and recommended project approval to the City Council; and

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

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

1. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act and is Categorically Exempt under Section 15332, In-Fill Development, as supported by the following Findings and Evidence:

- A. Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

Evidence: The project site is located in the Folsom Boulevard Planning Area under the General Plan and is designated Urban Reserve 1 (UR-1) in the Folsom Boulevard Specific Plan. The proposed addition and remodel remains consistent with the provisions of both documents.

- B. Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Evidence: The project site is less than one acre and, with the exception of the small adjacent undeveloped parcel, is entirely surrounded by a mix of residential and commercial uses.

- C. Finding: The project site has no value as habitat for endangered, rare or threatened species.

Evidence: The current church building and parking lot do not serve as habitat for any such species, so the building addition will not remove any special habitat.

- D. Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

ATTACHMENT 1

Evidence: The proposed addition includes an expansion of the parking lot, which will provide adequate off street parking to accommodate church functions. Increased traffic will generally be limited to Sunday mornings, a time when neighboring businesses and uses tend to be less active; thus, foreseen traffic impacts would not be significant. A masonry wall will be constructed between the church use and neighboring residential lots, which will improve the noise barrier between these uses. Neither air nor water quality will be significantly impacted by the proposed addition.

- E. Finding: The site can be adequately served by all required utilities and public services.

Evidence: The site is served by all required utilities for the existing church. The approximately 2,700 square foot addition will be adequately served by all required utilities and public services and will not over burden any of the utilities or public services.

2. Approve the Design Review, subject to the project plans (**Exhibit A**) and color renderings (**Exhibit B**) and Conditions of Approval (**Exhibit C**); supported by the following Findings, as defined in Zoning Code Section 23.140.050, and Evidence:

- 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 includes the subject site in the Folsom Boulevard Planning Area (FBPA). The FBPA designation envisions a mix of residential, commercial uses, and civic uses, including churches. The project as proposed does not impede the goals of the General Plan.

Churches are a permitted by right in Urban Reserve 1 districts within the Folsom Boulevard Specific Plan, and the project meets all form-based development standards for projects located on local streets.

- 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 addition is architecturally consistent with the existing church building. In its existing configuration, the parking lot dead ends at the back of the site. With the expansion of the church, an auto access will be added to the back of the site to connect the east and west sides of the parking lot. This access will be convenient for church patrons, and it will provide required fire access around the building. The landscape design will bring the parking lot into compliance with the shading requirements of the Zoning Code, and new ground cover and trees will be installed in the planters adjacent to Investment Circle. These improvements will enhance the character of the streetscape.

- 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.

ATTACHMENT 1

Evidence: The proposed addition is architecturally consistent with the existing church building. The existing building and the proposed addition are somewhat residential in character, with pitched roofs and operable windows. A stucco finish will be applied to the exterior elevations, and most wall planes are adequately broken up with fenestration. The north elevation has no windows because it is the pulpit wall of the sanctuary; to address these blank walls, the Applicant will add a decorative paint detail and install metal lattice with growing vines. The building is compatible with other adjacent single story buildings.

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

Evidence: The proposed project includes development of a parking lot on the east side of the new addition. The east and west parking lots will be connected by an access drive on the north side of the building, which will improve vehicular circulation on the site for both church patrons and emergency access to the site. The project has been conditioned to widen narrow sidewalks adjacent to Investment Circle, so pedestrian connections will be improved. The project will not create any conflicts for bicycle circulation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

General Notes

FOR THE PROJECT, THE PROJECT AREA IS LOCATED AT THE CORNER OF 15TH STREET AND 15TH AVENUE, SAN ANTONIO, TEXAS. THE PROJECT AREA IS A 1.5 ACRE PARCEL. THE PROJECT AREA IS A 1.5 ACRE PARCEL. THE PROJECT AREA IS A 1.5 ACRE PARCEL.

ON THE PROPERTY LOCATED AT THE CORNER OF 15TH STREET AND 15TH AVENUE, SAN ANTONIO, TEXAS. THE PROJECT AREA IS A 1.5 ACRE PARCEL. THE PROJECT AREA IS A 1.5 ACRE PARCEL. THE PROJECT AREA IS A 1.5 ACRE PARCEL.

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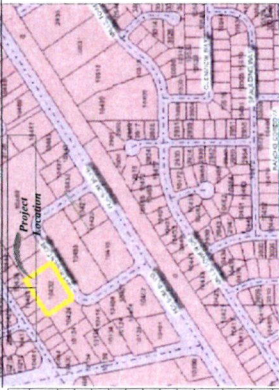
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VICINITY MAP



SYMBOL LEGEND

ROOM NUMBER	INTERIOR ELEVATION	EXTERIOR ELEVATION	SECTION	DETAIL
1	10.0	10.0	1	1
2	10.0	10.0	2	2
3	10.0	10.0	3	3
4	10.0	10.0	4	4
5	10.0	10.0	5	5
6	10.0	10.0	6	6
7	10.0	10.0	7	7
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9	10.0	10.0	9	9
10	10.0	10.0	10	10
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12	10.0	10.0	12	12
13	10.0	10.0	13	13
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21	10.0	10.0	21	21
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ABBREVIATIONS

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PROPERTY BUILDING INFORMATION

Property Building Information	Identification
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PROJECT DATA

Project Data	Lot Coverage
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Sheet Number	Sheet Title
CO	COVER SHEET
A-1	DEMO PLAN
A-2	SITE PLAN
A-3	FLOOR PLAN
A-4	ELEVATIONS
L-1	LANDSCAPE/SHADE PLAN
E-1	ELECTRICAL SITE
FM	PHOTOMETRIC SITE PLAN
G-1	SHADING PLAN
EC	EXISTING COUNTIES
R-1	COLOR RENDERING FOUR (4)
R-2	COLOR RENDERING PERSPECTIVE

WINDOW TYPE	DOOR TYPE
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No.	Revision/Issue	Date

InterArDis

Assoc. A.I.A., David Negredo-Conferruz
1794 Rainsford CT, Elk Grove, CA 95757
916-937-4292 • 916-937-4343

From Signs and Address

Project Name and Address
CHURCH REMOLD
10432 INVESTMENT CIRCLE
RANCHO CORDOVA
CALIFORNIA, 95670

Project CHURCH REMOLD	Sheet A.1
Date 10/13/2009	
Notes As Noted	

General Notes

FOR THE PRESENT PROJECT ARE APPLICABLE THE CURRENT ZONING, LAND USE, AND ENERGY CODE 2008.

SCOPE OF PROJECT

ON THE PROPERTY LOCATED AT 1032 INVESTMENT CIRCLE, PARCEL 1, THE EXISTING CHURCH WILL BE DEMOLISHED AND A NEW CHURCH WITH AN ADJACENT 100' X 100' GARAGE WILL BE CONSTRUCTED. THE PROPERTY IS READY FOR ALL THE NECESSARY PERMITS FOR THE UTILITY SERVICES AND EREMENTS.

THE NEW CHURCH WILL HAVE A TOTAL CONSTRUCTION AREA OF 10,000 SQ. FT. AND A TOTAL LOT AREA OF 10,000 SQ. FT. THE NEW CHURCH WILL BE A 100' X 100' RECTANGLE WITH A 10' WIDE DRIVEWAY AND A 10' WIDE SIDEWALK. THE NEW CHURCH WILL BE A 100' X 100' RECTANGLE WITH A 10' WIDE DRIVEWAY AND A 10' WIDE SIDEWALK.

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THE NEW CHURCH WILL BE A 100' X 100' RECTANGLE WITH A 10' WIDE DRIVEWAY AND A 10' WIDE SIDEWALK. THE NEW CHURCH WILL BE A 100' X 100' RECTANGLE WITH A 10' WIDE DRIVEWAY AND A 10' WIDE SIDEWALK.

AREA OF CHURCH: 10,000 SQ. FT.

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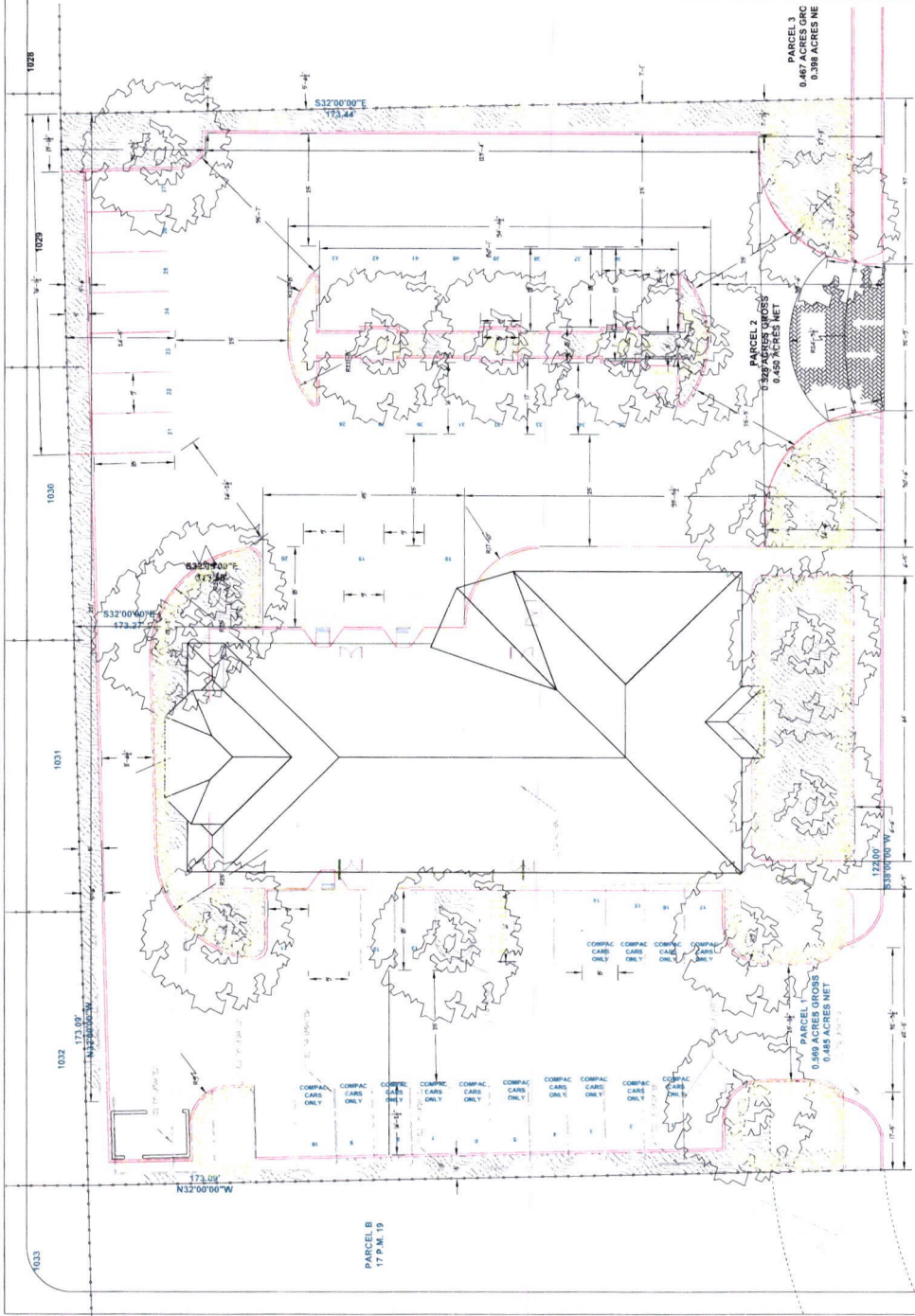
AREA OF CHURCH: 10,000 SQ. FT.

AREA OF CHURCH: 10,000 SQ. FT.



CHURCH REMOLD
1032 INVESTMENT CIRCLE
RANCHO CORDOVA
CALIFORNIA 95570

CHURCH REMOLD	A2
DATE: 03/17/2009	
SCALE: 1"=10'-0"	



INVESTMENT CIRCLE.



6978 sq ft

ARCHITECTURAL FLOOR PLAN
3/18" = 1'-0"

General Notes

No.	Revisions/Project	Date



CHURCH REMODEL
10437 INVESTMENT CIRCLE
SAN ANTONIO, TEXAS 78250
CALIFORNIA 95870

CHURCH REMODEL	A-3
03/17/2009	3/18" = 1'-0"

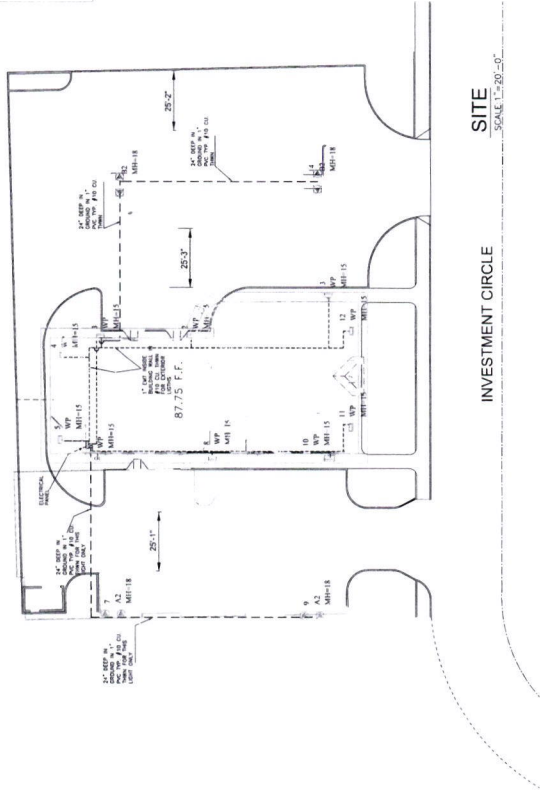


1G



EXTERIOR LIGHT FIXTURES

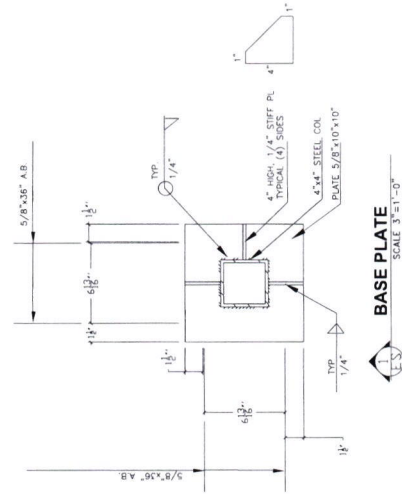
Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Lumens
	2	A2	ROTATED OPTICS	20000
	2	B2	BACK-CAST	20000
	10	WP	SINGLE	14000



SITE

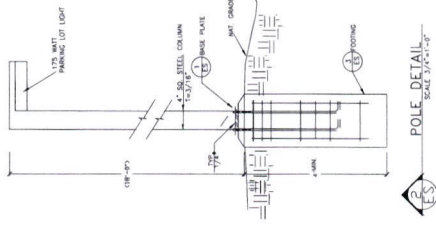
SCALE 1"=20'-0"

INVESTMENT CIRCLE



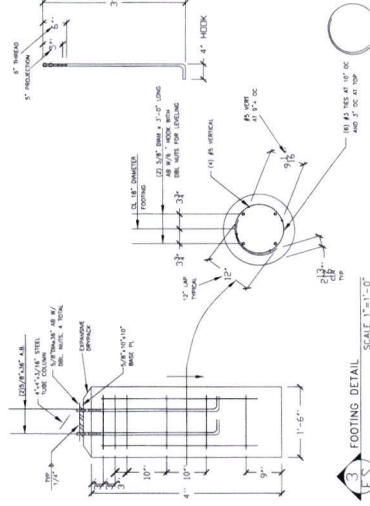
BASE PLATE

SCALE 3/4"=1'-0"



POLE DETAIL

SCALE 3/4"=1'-0"

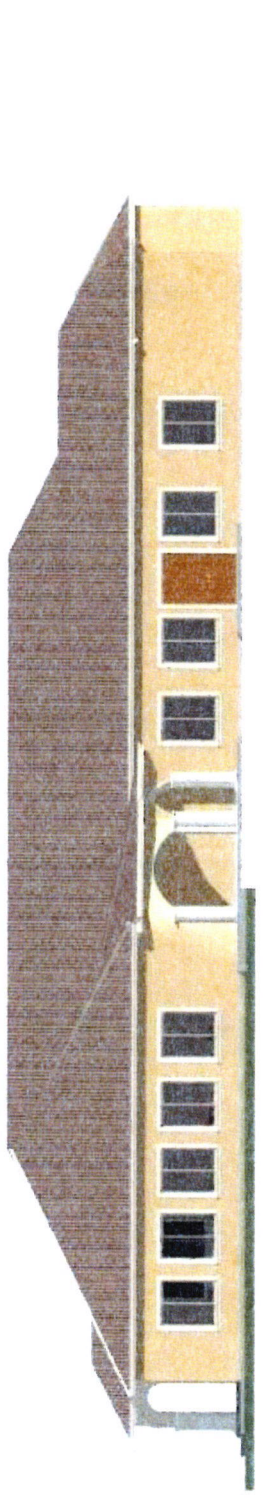


ELECTRICAL SITE

SCALE 1"=1'-0"

SHEET TITLE ARMENTIANI PLAN		PROJECT DESCRIPTION INTERARDS		DRAWINGS PROVIDED BY 4700 BAYVIEW CT ELK GROVE, CA 95757 916-887-1811		DATE 1/29/2010	SCALE 1"=10'-0"	SHEET A-1
NO. DESCRIPTION BY DATE								

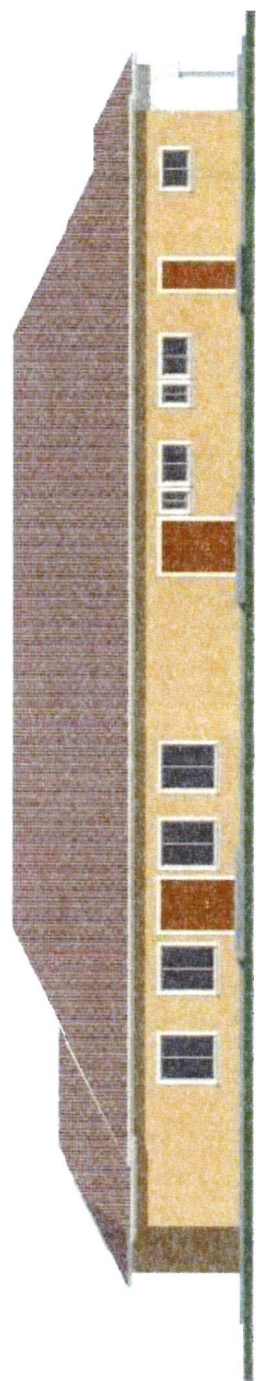
EXHIBIT B



MAIN ENTRY ELEVATION



SIDE ELEVATION



REAR ENTRY ELEVATION

FRONT ELEVATION

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
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	
2.	The entitlement approved by this action is for the Design Review of the remodel of the First Armenian Pentecostal Church, located at 10432 Investment Circle (APN: 057-0211-040), project number DD6442, as described in the Planning Commission staff report and Design Review Package (Attachment 1).	ONGOING	PLANNING		N	
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	ONGOING	PLANNING		N	
4.	Due to on-site parking constraints, the maximum occupancy of the sanctuary shall not exceed 140 persons.	ONGOING	PLANNING		N	
						102
						100
						101
						125

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
5. Lighting a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of 1-footcandle minimum, maintained at ground level, is required, however a level of 2 -footcandle is suggested. A combination of wall and pole mounted fixtures may be used. b. All exterior doors shall be provided with a light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building. c. 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.)	ONGOING	POLICE DEPARTMENT		N		119
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		111
7. Sewer service shall continue to be provided by District infrastructure to the existing sewer service lateral(s). Required modifications, if any, shall be to the satisfaction of the District. District Design Standards apply to any on and off-site sewer construction.	ONGOING	SACRAMENTO AREA SEWER DISTRICT		N		120

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
8. 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.	ONGOING	SACRAMENTO AREA SEWER DISTRICT		N		121
9. 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		110
10. Applicant shall 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		114
11. Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		115
12. Number, size, and location of driveways are subject to approval by the Public Works Department	IMPROVEMENT PLAN - APPROVAL	PUBLIC WORKS		N		117
13. The site plan, landscape plans, and building plans shall be reviewed by the Planning Director or designee for consistency with this entitlement approval. The building colors shall be depicted on the construction documents.	BUILDING PERMIT - ISSUANCE	PLANNING		N		103
14. Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N		107

Draft Conditions of Approval/Mitigation Measures

Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
15.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N		108
16.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N		109

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
17. 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. - All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. Existing driveways are not ADA compliant and shall be removed and replaced with standard 35 foot wide A-6 driveways. - Utility laterals. - Where cross slope of existing sidewalk exceeds 2%, the sidewalk shall be removed and replaced with new 6 foot wide sidewalk. - Where existing sidewalk is less than 6-feet wide, it shall be removed and replaced with 6-foot wide sidewalk. - 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. - Provide new street lighting as required by the City of Rancho Cordova Code. Street Lighting shall conform to all City improvement standards, and necessary easements shall be granted to accommodate those standards.	BUILDING PERMIT - ISSUANCE	PUBLIC WORKS		N		112

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
18.	The Fire Department requires the following prior to building occupancy: 1. The proposed project requires the installation of an approved automatic fire sprinkler system. The automatic fire sprinkler system shall be designed to NFPA 13 standards. 2. The installation of the sprinkler system requires the fire sprinkler riser and fire alarm control panel to be located within a Fire Control Room designed with a minimum dimension of 5' and not be less than 35 square feet in usable area. 3. The installation of a manual fire alarms system is required for Group A occupancies with an occupant load of 300 or more. 4. Further requirements will be delineated during the plan review process.	BUILDING PERMIT - OCCUPANCY	METRO FIRE		N	
19.	The building and site shall be reviewed and approved by the Planning Director or designee for substantial compliance with the Zoning Code and this entitlement approval.	BUILDING PERMIT - OCCUPANCY	PLANNING		N	
20.	All landscaping shall be planted according to the approved landscape plans and reviewed and accepted by the Planning Director or designee.	BUILDING PERMIT - OCCUPANCY	PLANNING		N	
21.	A masonry wall shall be added to site plan where the residential property line and church property line meet. The wall shall include planted vines to mask the wall's appearance.	BUILDING PERMIT - OCCUPANCY	PLANNING		N	
						Internal ID#
						124
						104
						105
						126

Draft Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
22.	Building Numbering a. The address number of every 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 eight inches in height and of a color contrasting with the background. b. Each different unit within the building shall have its particular address prominently displayed on its front and rear doors. (Rear door numbers only need to be two inches in height.) If front door numbers are placed on glass, the numerals shall be white in color. c. Interior directional signs shall be employed as necessary.	BUILDING PERMIT - OCCUPANCY	POLICE DEPARTMENT		N	
23.	Install public improvements to the satisfaction of the Public Works Department.	BUILDING PERMIT - OCCUPANCY	PUBLIC WORKS		N	
24.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	BUILDING PERMIT - OCCUPANCY	PUBLIC WORKS		N	
25.	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	
26.	Connection or reconnection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to sewer construction.	BUILDING PERMIT - OCCUPANCY	SACRAMENTO AREA SEWER DISTRICT		N	

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
February 11, 20101. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, February 11, 2010 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Tom Moe called the meeting to order at 6:01 p.m.

Staff Present: Senior Planner, Jeff Beiswenger; Associate Planner, Shannan Loveless; Planning Commission Clerk, Olivia Le Bel

Roll Call:

Commissioners Present: Burke, Cummings (late), Johnson, Konarski, Vance, Savorn, Moe

- A. **Flag Salute** – Pledge of Allegiance was conducted.
- B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the February 11, 2010 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the agenda of the February 11, 2010 Planning Commission Meeting. Motion was approved unanimously.

- C. **Minutes** – The Planning Commission reviewed the minutes of the January 28, 2010 Meeting of the Planning Commission.

Action: Commissioner Burke moved, seconded by Commissioner Vance, to approve the minutes of the January 28, 2010 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 a Conditional Use Permit for La Estrella Taqueria, DD6719**

Request: The applicant is requesting a Conditional Use Permit for the operation of live music (e.g. mariachi), DJ music, karaoke, and dancing, as incidental uses to the La Estrella Taqueria restaurant.

Project Applicant: Rafael Espinoza, La Estrella Taqueria, 10535 Folsom Boulevard, Rancho Cordova, CA 95670

Project Location: APN: 057-0223-017; 10535 Folsom Boulevard

Recommendation: Staff recommends the Planning Commission determine the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 143-2010, approving a Conditional Use Permit for La Estrella Taqueria, subject to the findings contained in the Resolution, Project Description, Project Plans, and Conditions of Approval.

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 143-2010, approving a Conditional Use Permit for La Estrella Taqueria, subject to the findings contained in the Resolution, Project Description, Project Plans, and Conditions of Approval. Staff recommends that dancing not be permitted as part of the Conditional Use Permit.

Sergeant Greg Johnson of the Rancho Cordova Police Department showed statistics of crime reports within a one (1) mile radius of the property address.

The Commissioners had the following concerns and comments:

- There is not a lot of parking and it is not easily accessible. Loveless – we don't see need to increase parking unless dancing is approved. Also there is extensive parking behind the building for employees.
- The smoking area will take up some of the parking area; cause loitering. Loveless – the intention of the smoking area is to keep activity in the front so that it does not migrate to the back; the plans and may need to be revised to reflect this.
- If the Conditions of Approval are violated revoking the Conditional Use Permit will be a lengthy process. Loveless – Conditions of Approval Item #2 provides the City to revoke the Conditional Use Permit with a one-time offense if there is a serious problem. Beiswenger – the procedure has been changed to allow the Planning Director to revoke the permit if Conditions of Approval are violated.
- Noise may become a factor for residential area. Loveless – Conditions of Approval Item #8 will be enforced based on complaint. Also, they are not to leave the door open – this will prevent the travel of noise.
- The size of the building is not equipped to handle dancing. Loveless – the occupancy load is adequate for restaurant use.

PUBLIC COMMENT

Mike Monier, Owner

- Applicant noted restaurant has operated 15 years with no crime issues and that a mariachi band and dancing will promote business. Dancing wouldn't take place until after 6 pm; at this time more parking spaces become available. There are also an additional 25 -30 spaces in the back of the property along the fence line to Mills Park. As far as noise traveling from the back door, the back door remains closed. The side and front exits are fire exits. The main entrance/exit is in the front. We request that dancing be allowed as a trial period. Loveless – Staff would allow the use of dancing if Conditions of Approval are met such as hours of operation, type of music, dancing.

Rafael Espinoza, Applicant

- People like mariachi and want to dance; customers have been requesting it. It would be good for business and is needed for business. We would like the opportunity to receive the permit to see how it goes.

Public Speaker

- They would like to add music and dancing to this location and the question is whether or not this is a suitable use for this property. I have a concern regarding the noise. I do not want music to be able to be heard outside of location.

Chair Moe closed the public hearing

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Savorn that the Planning Commission adopt Resolution No. 143-2010, approving a Conditional Use Permit for La Estrella Taqueria, subject to the following amendments to the Conditions of Approval.

- Condition of Approval item #17 was amended to require the masonry enclosure have solid metal doors and vines planted at the base to mask the walls.
- Condition of Approval item #7 was amended to allow for an eight (8) piece Mariachi band and such live entertainment to be allowed Friday between the hours of 11:00 am and 12:00 am (midnight) in addition to the requested Saturdays and Sundays.
- Conditions of Approval were amended to remove item #18.

Vote on the Motion:

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

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

The Planning Commission discussed that Condition of Approval item #10 be amended to allow for dancing to be permitted in the rear banquet area in accordance with the limited hours as specified in Condition of Approval item #7, however this amendment was not approved by the Planning Commission.

B. Consideration of the Design Review for the First Armenian Pentecostal Church, DD6442

Request: The applicant is requesting Design Review of the proposed addition and remodel of the First Armenian Pentecostal Church.

Project Applicant: David Segovia-Gutierrez, InterArDis, 4704 Battles Court, Elk Grove, CA 95757

Project Location: APN: 057-0211-040; 10432 Investment Circle

Recommendation: Staff recommends the Planning Commission determine the project is exempt from the provisions of the California Environmental Quality Act under Section 15332, In-Fill Development, and forward to the City Council a recommendation to adopt a resolution approving the Design Review for the First Armenian Pentecostal Church, subject to the project plans and color renderings 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 15332, In-Fill Development, and forward to the City Council a recommendation to adopt a resolution approving the Design Review for the First Armenian Pentecostal Church, subject to the project plans and color renderings and Conditions of Approval.

The Commissioners had the following concerns and comments:

- Johnson – Do they plan on having any signage? Loveless – Signage has not been proposed. Any future signage would be submitted through the Planning Department and would need to meet the requirements set forth in the Rancho Cordova Zoning Code.
- Burke – Is there a limit to the number people allowed in the church at one time? Loveless – Per Conditions of Approval Item #4, 140 people are allowed this is based on the number of parking spaces.
- Burke – Who owns the parcel next to the church? Loveless – not sure of the current owner.
- Moe – Will there be access around the back of the building? Loveless – the Fire Department has taken measurements to make sure that all clearances will work.

PUBLIC COMMENT

Jacob Meridian, Representative of the First Armenian Pentecostal Church

- The Armenian community is excited with this development; our church and our youth-base are growing. This development will enhance the appearance Investment Circle with landscaping and will help to benefit our community. We are planning on putting in signage when the appropriate time comes. We would like to request that the occupancy size be increased to 150. Loveless – if street parking is allowed and there are no posted signs that parking is not allowed, the occupancy could increase to 150. The current number is based off of the amount of on-site parking.

David Segovia-Gutierrez, Designer

- With this addition the church can offer a multiple use area for events such as weddings. This design will help make the area more productive for the community and the landscaping will improve the area.

Public Speaker

- I think the project would be a good addition to Investment Circle. I have questions about the landscaping and the parking. I'm interested in how much of a buffer will be put in between parking lot and the houses that back up to the property? Also, the driveway that runs behind the church will be a significant noise factor. What type of planting will go behind the back fence to cut the noise? Future parking should be a concern with regard to the developments that may be placed on the current vacant lots.
 - Loveless – In regards to landscaping, the landscaping plans have been reviewed with landscape architect. The parking spaces at the north site property are rear perpendicular to the fence line buffered somewhat by ground cover.
 - Representative – The Church is planning to have a masonry back wall to help buffer the noise from our area, something that will be added to the plans.

Chair Moe closed the public hearing

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Konarski that the Planning Commission forwards a recommendation to the City Council to adopt a resolution approving the Design Review for the First Armenian Pentecostal Church, subject to the project plans and color renderings and the following amendments to the Conditions of Approval.

- Conditions of Approval were amended to provide that a masonry wall be added to site plan where the residential property line and church property line meet and the masonry wall will include planted vines to mask the wall's appearance.

Vote on the Motion:

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

There being 7 Ayes, 0 Noes, 0 Abstains, 0 Absentees, the motion is hereby declared to be passed.

5. REGULAR CALENDAR ITEM

- Hosting of the 50 corridor meeting
 - Commissioner Moe would like to revisit this discussion in the future.

6. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

7. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- NONE

8. ADJOURNMENT

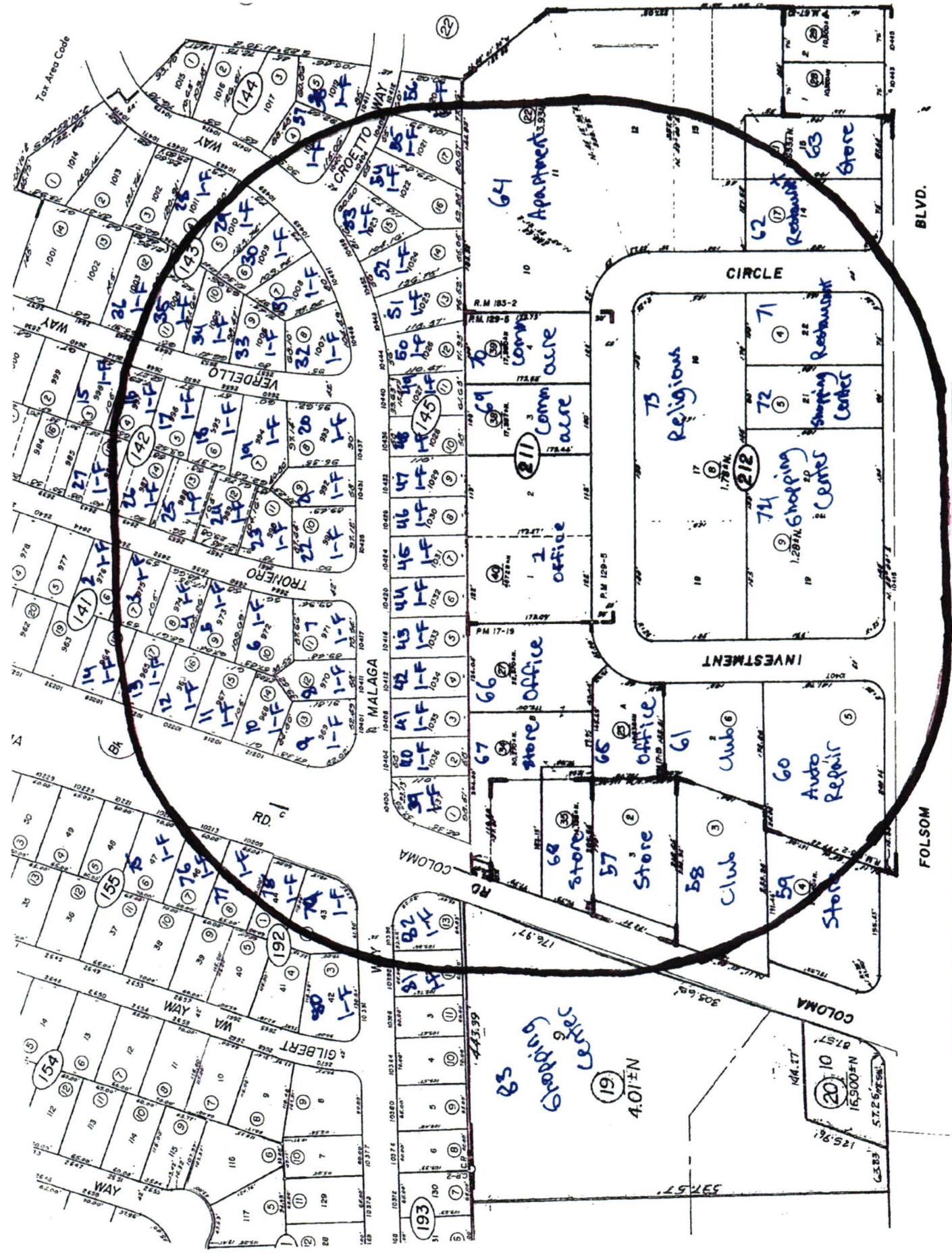
There being no further business before the Planning Commission, the meeting was adjourned at 8:20 p.m., February 11, 2010, to the next scheduled meeting.

 Tom Moe, Planning Commission Chair

 Jeff Beiswenger, Senior Planner

ATTEST:

 Olivia Le Bel, Planning Commission Clerk



BLVD.

FOLSOM

CIRCLE

INVESTMENT

Religious

Restaurant

Shopping Center

Auto Repair

Club

Club

Store

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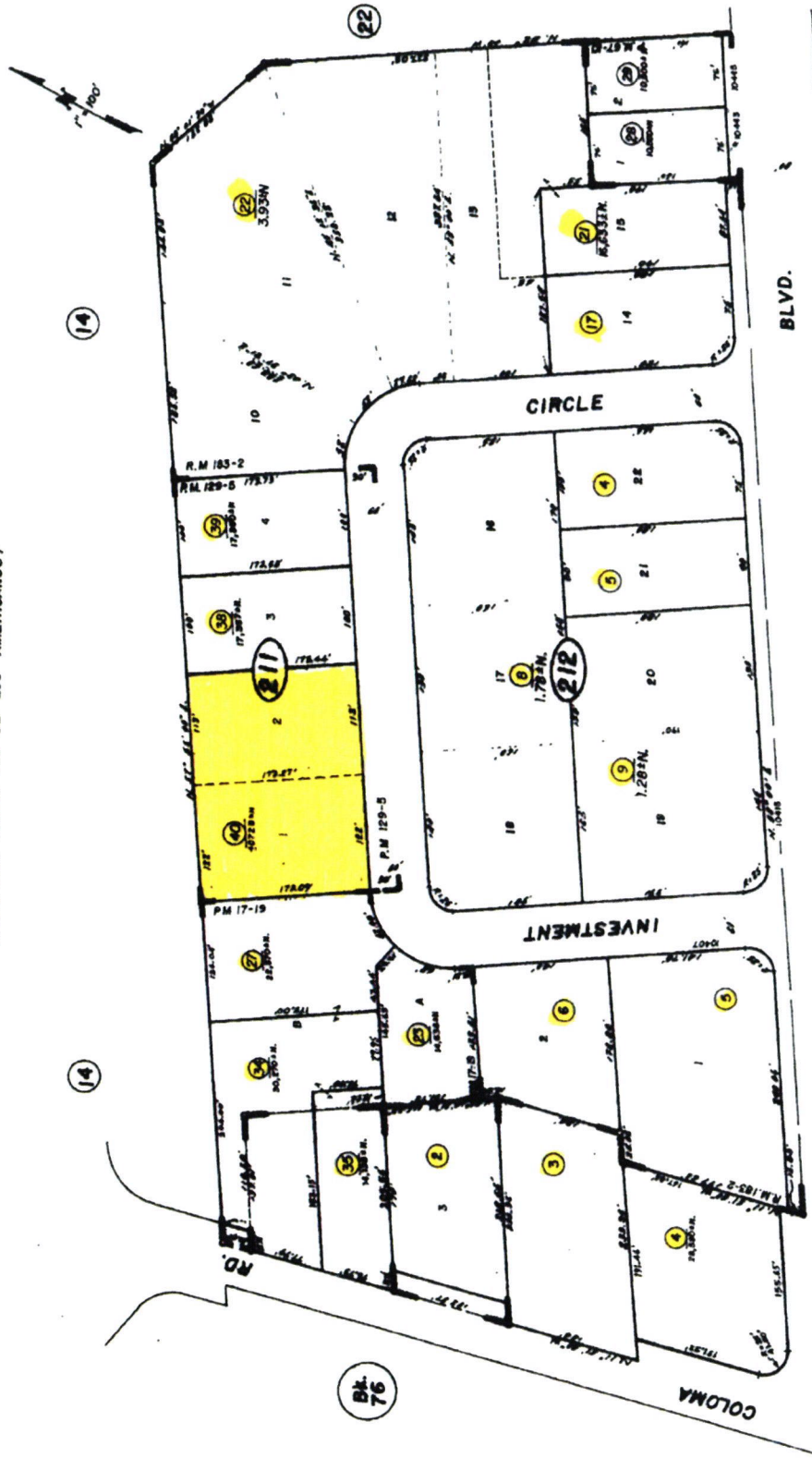
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POR. SEC'S. 34 & 35 T.9 N., R.6 E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

57-21



FOLSOM

BLVD.

MAY 5 2006

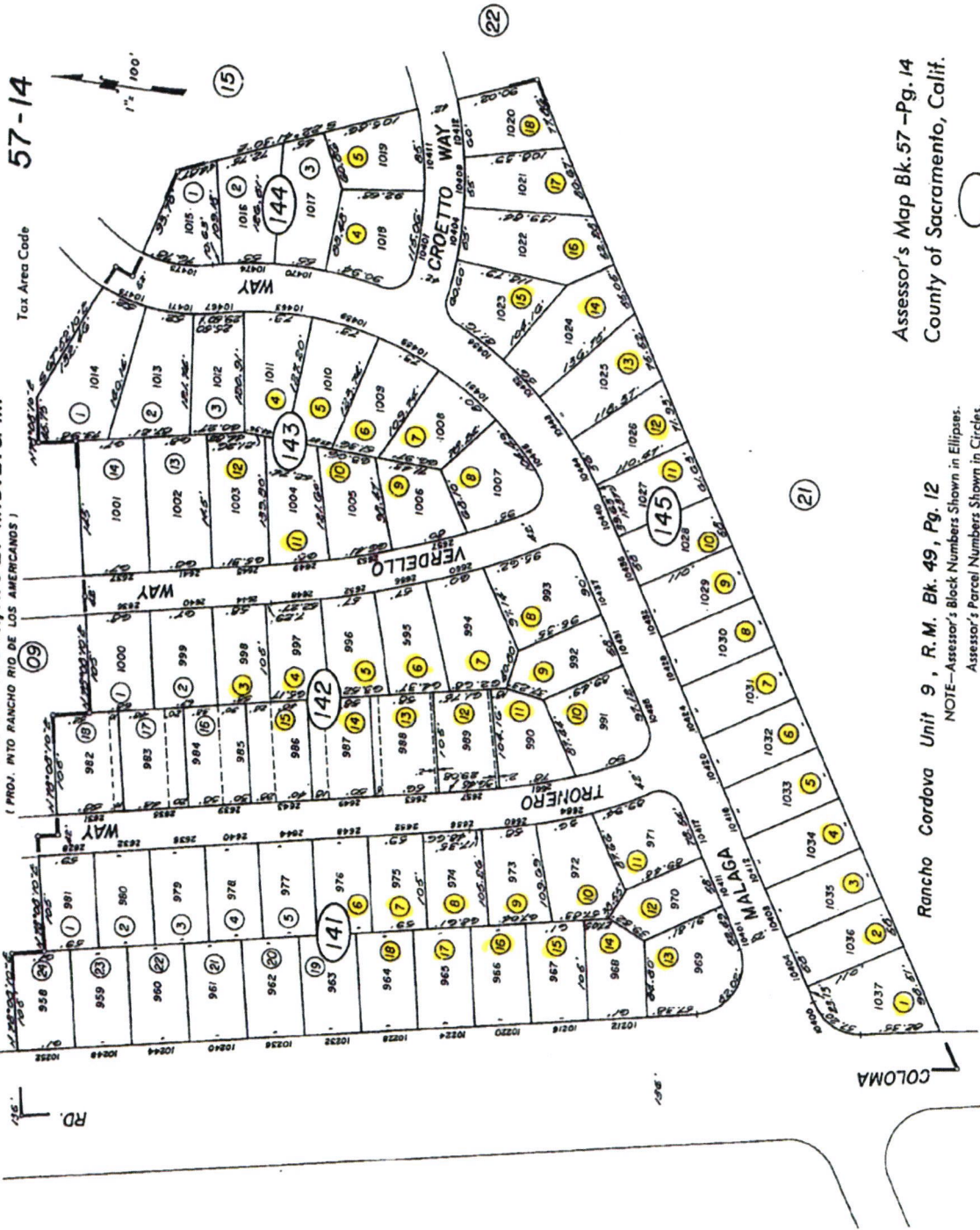
Assessor's Map Bk. 57-Pg. 21
County of Sacramento, Calif.

Bk.
072

Mills Commercial Park, R.M. Bk. 83, Pg. 2

POR. SEC'S. 34 & 35 T.9N., R.6E., M.D.B. & M.

(PROD. INTO RANCHO RIO DE LOS AMERICANOS)



Assessor's Map Bk. 57 - Pg. 14
County of Sacramento, Calif.

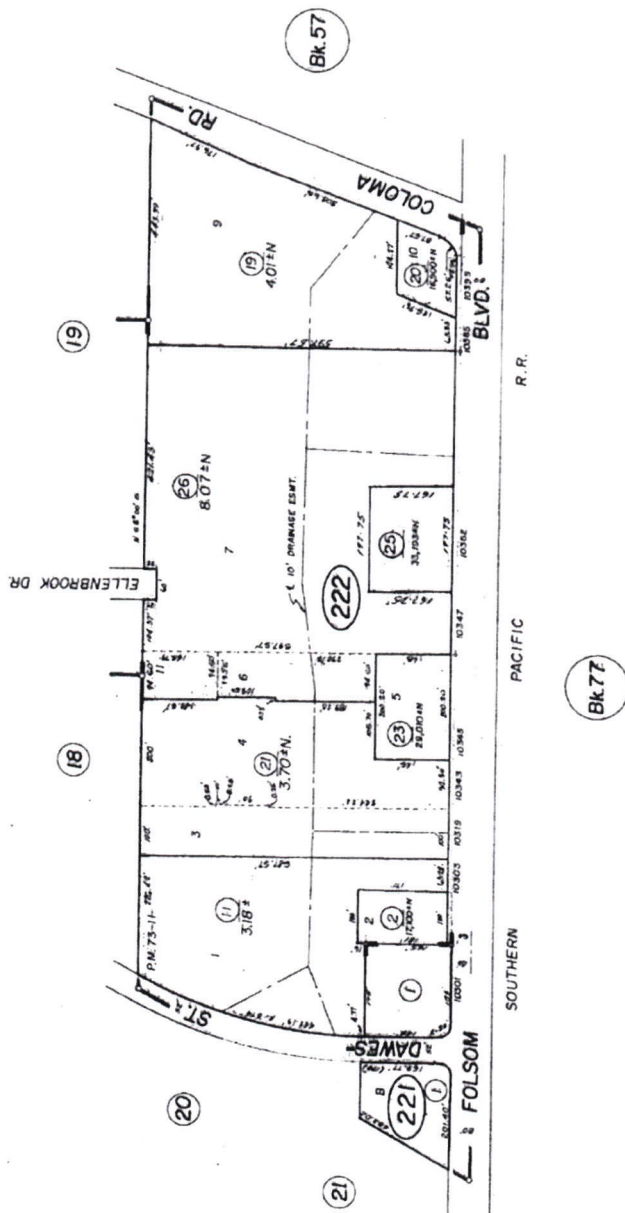
Rancho Cordova Unit 9, R.M. Bk. 49, Pg. 12

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

POR. SEC. 34 T. 9N. R. 6E. M.D.B & M.
(PROJ INTO-BANCHO RIO DE LOS AMERICANOS)

Tax Area Code

76-22



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Assessor's Map Bk. 76-Pg.22
County of Sacramento, Calif.

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

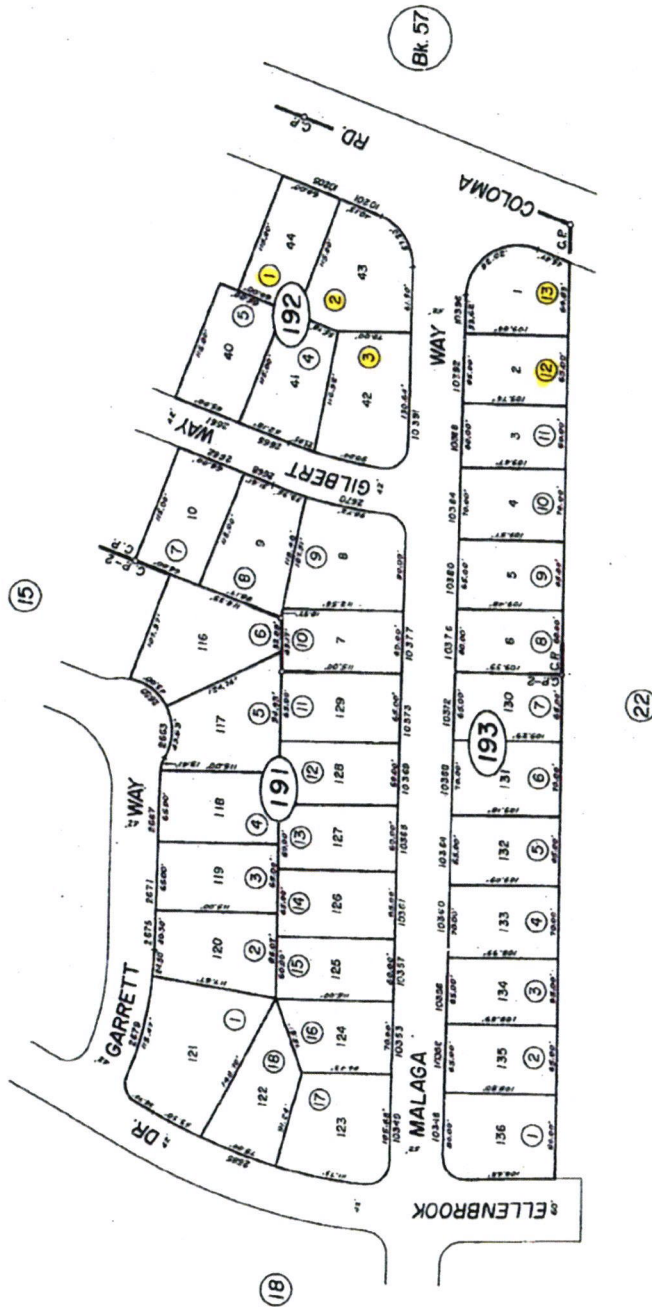
Cordova Park Unit No. 2 R. M. Bk. 42 Pg. 17

Assessor's Map Bk. 76-Pg.22
County of Sacramento, Calif.

POR. SEC. 34 T. 9N., R. 6E. M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

76-19



Assessor's Map Bk. 76-Pg. 19
County of Sacramento, Calif.

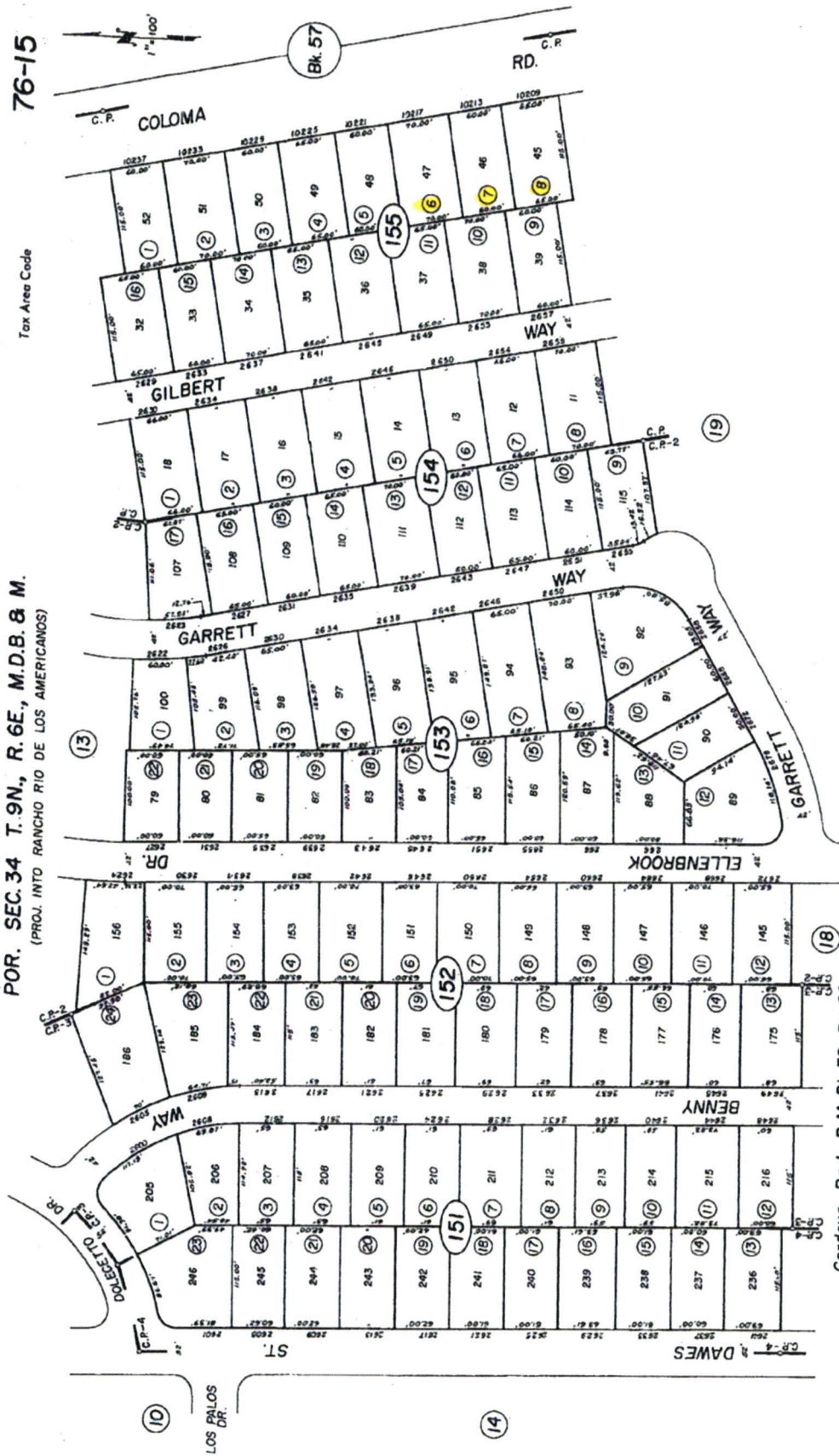
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Cordova Park R.M. Bk. 39, Pg. 29
Cordova Park Unit No. 2 R.M. Bk. 42, Pg. 17

POR. SEC. 34 T. 9N., R. 6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

76-15



Assessor's Map Bk. 76 -Pg.15
County of Sacramento, Calif.

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

Cordova Park. R. M. Bk. 39, Pg. 29
Cordova Park Unit No. 2 R. M. Bk. 42, Pg. 17
Cordova Park Unit No. 3 R. M. Bk. 47, Pg. 12
Cordova Park. Unit No. 4 R. M. Bk. 49, Pg. 03

500 Foot Radius Map
Sam Nersesyan

NO.	APN	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	LAND USE
1	057-0211-040-0000	First Northern Pentecostal	10432 Investment Cir	Rancho Cordova	CA	95670	Office Building
2	057-0141-006-0000	Karen J. Updyke	2648 Tronero Way	Rancho Cordova	CA	95670	Sfr
3	057-0141-007-0000	Dori Eisenhour	2652 Tronero Way	Rancho Cordova	CA	95670	Sfr
4	057-0141-008-0000	James Downs	2656 Tronero Way	Rancho Cordova	CA	95670	Sfr
5	057-0141-009-0000	Karen J. Erickson	2660 Tronero Way	Rancho Cordova	CA	95670	Sfr
6	057-0141-010-0000	Alan Beckner	2664 Tronero Way	Gold River	CA	95670	Sfr
7	057-0141-011-0000	Richards Trust	10417 Malaga Way	Rancho Cordova	CA	95670	Sfr
8	057-0141-012-0000	Paul L. & Beverly A. Johnson	10400 Malaga Way	Rancho Cordova	CA	95670	Sfr
9	057-0141-013-0000	Beverly Ann Johnson	10400 Malaga Way	Rancho Cordova	CA	95670	Sfr
10	057-0141-014-0000	Loree M. Freeman	10212 Coloma Rd	Rancho Cordova	CA	95670	Sfr
11	057-0141-015-0000	Beverly O. & Bryan O. Anderson	10216 Coloma Rd	Rancho Cordova	CA	95670	Sfr
12	057-0141-016-0000	Marco A. Garcia	10220 Coloma Rd	Rancho Cordova	CA	95670	Sfr
13	057-0141-017-0000	Marco A. Garcia	10224 Coloma Rd	Rancho Cordova	CA	95670	Sfr
14	057-0141-018-0000	Robin Schatzman	10228 Coloma Rd	Rancho Cordova	CA	95670	Sfr
15	057-0142-003-0000	Larry R. & Donna J. Hodge	2644 Verdello Way	Rancho Cordova	CA	95670	Sfr
16	057-0142-004-0000	Carol Casares	2648 Verdello Way	Rancho Cordova	CA	95670	Sfr
17	057-0142-005-0000	Scott J. & Catherine M. Yotter	2652 Verdello Way	Rancho Cordova	CA	95670	Sfr
18	057-0142-006-0000	Larry Dean & Kathleen Jean Colvin	2656 Verdello Way	Rancho Cordova	CA	95670	Sfr
19	057-0142-007-0000	Cathy & Johnny Price	2660 Verdello Way	Rancho Cordova	CA	95670	Sfr
20	057-0142-008-0000	Jesus Navarro	1758 Tulane Ave	Palo Alto	CA	94303	Sfr
21	057-0142-009-0000	Miller Trust	10431 Malaga Way	Rancho Cordova	CA	95670	Sfr
22	057-0142-010-0000	James W. & Elsie B. Deveny	10425 Malaga Way	Rancho Cordova	CA	95670	Sfr
23	057-0142-011-0000	Amy E. & Mark H. Elder	2661 Tronero Way	Rancho Cordova	CA	95670	Sfr
24	057-0142-012-0000	James Anderson	2657 Tronero Way	Rancho Cordova	CA	95670	Sfr
25	057-0142-013-0000	Thomas E. & Tamara L. Kuenzli	2653 Tronero Way	Rancho Cordova	CA	95670	Sfr
26	057-0142-014-0000	Myrna C. Dangelo	2649 Tronero Way	Rancho Cordova	CA	95670	Sfr
27	057-0142-015-0000	Bonnie E. Freeman	2643 Tronero Way	Rancho Cordova	CA	95670	Sfr
28	057-0143-004-0000	Lewis Family	10463 Malaga Way	Rancho Cordova	CA	95670	Sfr
29	057-0143-005-0000	Stacy Tang	10459 Malaga Way	Rancho Cordova	CA	95670	Sfr
30	057-0143-006-0000	Joan Anne Finan	10455 Malaga Way	Rancho Cordova	CA	95670	Sfr
31	057-0143-007-0000	Thomas Duke & Alicia R. Fawcett	10451 Malaga Way	Rancho Cordova	CA	95670	Sfr
32	057-0143-008-0000	William R. Gunton	10445 Malaga Way	Rancho Cordova	CA	95670	Sfr
33	057-0143-009-0000	Christopher J. Fong	2657 Verdello Way	Rancho Cordova	CA	95670	Sfr
34	057-0143-010-0000	David A. Delbuono	2653 Verdello Way	Rancho Cordova	CA	95670	Sfr
35	057-0143-011-0000	Damian R. & Barbara Downie	2649 Verdello Way	Rancho Cordova	CA	95670	Sfr
36	057-0143-012-0000	Kirt Kaminskas	2645 Verdello Way	Rancho Cordova	CA	95670	Sfr

500 Foot Radius Map
Sam Nersesyan

NO.	APN	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	LAND USE
37	057-0144-004-0000	Michael T. Gervais	10401 Croetto Way	Rancho Cordova	CA	95670	Sfr
38	057-0144-005-0000	Judith E. Griggs	10411 Croetto Way	Rancho Cordova	CA	95670	Sfr
39	057-0145-001-0000	Paul L. & Beverly A. Johnson	10400 Malaga Way	Rancho Cordova	CA	95670	Sfr
40	057-0145-002-0000	Bradley R. Withington	10404 Malaga Way	Rancho Cordova	CA	95670	Sfr
41	057-0145-003-0000	Western Cities Llc	Po Box 487	Rancho Cordova	CA	95741	Sfr
42	057-0145-004-0000	Pamela J. Sisk	10412 Malaga Way	Rancho Cordova	CA	95670	Sfr
43	057-0145-005-0000	Ilijana Trust	1426 Elsdon Cir	Carmichael	CA	95608	Sfr
44	057-0145-006-0000	Jennifer L. Church	10420 Malaga Way	Rancho Cordova	CA	95670	Sfr
45	057-0145-007-0000	Frances E. Reece	10424 Malaga Way	Rancho Cordova	CA	95670	Sfr
46	057-0145-008-0000	Lottie B. Strain	2330 Pecan Grove Way	Rancho Cordova	CA	95670	Sfr
47	057-0145-009-0000	Mario R. Funes	10432 Malaga Way	Rancho Cordova	CA	95670	Sfr
48	057-0145-010-0000	Mark Rodriguez	10436 Malaga Way	Rancho Cordova	CA	95670	Sfr
49	057-0145-011-0000	Tracy & Davin Jelich	10440 Malaga Way	Rancho Cordova	CA	95670	Sfr
50	057-0145-012-0000	Elena M. Becker	10444 Malaga Way	Rancho Cordova	CA	95670	Sfr
51	057-0145-013-0000	Judy M. McClure	10448 Malaga Way	Rancho Cordova	CA	95670	Sfr
52	057-0145-014-0000	Matthew S. Saxbury	10452 Malaga Way	Rancho Cordova	CA	95670	Sfr
53	057-0145-015-0000	Javier Castaneda	3259 Laurelhurst Dr	Rancho Cordova	CA	95670	Sfr
54	057-0145-016-0000	Edward J. & Carole L. Reece	10404 Croetto Way	Rancho Cordova	CA	95670	Sfr
55	057-0145-017-0000	Alvin & Ryoko Bowden	10408 Croetto Way	Rancho Cordova	CA	95670	Sfr
56	057-0145-018-0000	J. Alberto Chavez	10412 Croetto Way	Rancho Cordova	CA	95670	Sfr
57	057-0211-002-0000	Ho Y. & Pok Su Song Kim	11617 Union Mills Way	Gold River	CA	95670	Store Building
58	057-0211-003-0000	Rancho Cordova Lodge	Po Box 866	Rancho Cordova	CA	95741	Club
59	057-0211-004-0000	Lee 6 Family Partnership	Po Box 221385	Sacramento	CA	95822	Store Building
60	057-0211-005-0000	Kincaid 10407 LLC	5016 Alterra Way	Sacramento	CA	95835	Auto Repair
61	057-0211-006-0000	Rancho Cordova Lodge	10124 Coloma Rd	Rancho Cordova	CA	95670	Club
62	057-0211-017-0000	Vedanta Society Of Nor Cal	Po Box 994	Carmichael	CA	95609	Restaurant Drive In
63	057-0211-021-0000	OK Program	6432 Silver Hawk Way	Elk Grove	CA	95758	Store Building
64	057-0211-022-0000	Arbors Of Rancho Cordova LLC	39270 Paseo Padre Pkwy #300	Fremont	CA	94538	Apartment
65	057-0211-023-0000	Gen2gen LLC	10416 Investment Cir	Rancho Cordova	CA	95670	Office Building
66	057-0211-027-0000	Vest Slavic Church Blagaya	10424 Investment Cir	Rancho Cordova	CA	95670	Office Building
67	057-0211-034-0000	Francis & Hanan Sabah	4030 Truxel Rd	Sacramento	CA	95834	Store Building
68	057-0211-035-0000	Francis & Hanan Sabah	4030 Truxel Rd	Sacramento	CA	95834	Store Building
69	057-0211-038-0000	Akop Atayan	Po Box 1496	Rancho Cordova	CA	95741	Commercial Acreage
70	057-0211-039-0000	J. Anthony Christopher	10188 Lofton Ct	Elk Grove	CA	95757	Commercial Acreage
71	057-0212-004-0000	Franklin E Fernandez Family	1140 Brussels St	San Francisco	CA	94134	Restaurant Drive In
72	057-0212-005-0000	Weber Homes Inc	1401 Birchwood Ln	Sacramento	CA	95822	Shopping Center

500 Foot Radius Map
Sam Nersesyan

NO.	APN	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	LAND USE
73	057-0212-008-0000	Center Of Praise Ministries Inc	10455 Investment Cir	Rancho Cordova	CA	95670	Religious
74	057-0212-009-0000	Weber Homes Inc	1401 Birchwood Ln	Sacramento	CA	95822	Shopping Center
75	076-0155-006-0000	Eugenia C. Osborne	610 NW 68th Ave	Pembroke Pines	FL	33024	Sfr
76	076-0155-007-0000	Castulo Marco & Felipe Ignacio Robles	10213 Coloma Rd	Rancho Cordova	CA	95670	Sfr
77	076-0155-008-0000	First Horizon Home Loan Corp	4000 Horizon Way	Irving	TX	75063	Sfr
78	076-0192-001-0000	Leland D. Hancock	8338 Brentwood Blvd	Brentwood	CA	94513	Sfr
79	076-0192-002-0000	Paul L. & Beverly A. Johnson	10400 Malaga Way	Rancho Cordova	CA	95670	Sfr
80	076-0192-003-0000	James H. Shanaberger	2669 Gilbert Way	Rancho Cordova	CA	95670	Sfr
81	076-0193-012-0000	J. & Mary L. Records Donald	10392 Malaga Way	Rancho Cordova	CA	95670	Sfr
82	076-0193-013-0000	Billy Palomares	10396 Malaga Way	Rancho Cordova	CA	95670	Sfr
83	076-0222-019-0000	Lakha Properties-Sacramento LLC	Po Box 52668	Bellevue	WA	98015	Shopping Center



1. 057-0211-040-0000
First Northern Pentecostal
10432 Investment Cir
Rancho Cordova CA 95670

2. 057-0141-006-0000
Karen J. Updyke
2648 Tronero Way
Rancho Cordova CA 95670

3. 057-0141-007-0000
Dori Eisenhour
2652 Tronero Way
Rancho Cordova CA 95670

4. 057-0141-008-0000
James Downs
2656 Tronero Way
Rancho Cordova CA 95670

5. 057-0141-009-0000
Karen J. Erickson
2660 Tronero Way
Rancho Cordova CA 95670

6. 057-0141-010-0000
Alan Beckner
2664 Tronero Way
Gold River CA 95670

7. 057-0141-011-0000
Richards Trust
10417 Malaga Way
Rancho Cordova CA 95670

8. 057-0141-012-0000
Paul L. & Beverly A. Johnson
10400 Malaga Way
Rancho Cordova CA 95670

9. 057-0141-013-0000
Beverly Ann Johnson
10400 Malaga Way
Rancho Cordova CA 95670

10. 057-0141-014-0000
Loree M. Freeman
10212 Coloma Rd
Rancho Cordova CA 95670

11. 057-0141-015-0000
Beverly O. & Bryan O. Anderson
10216 Coloma Rd
Rancho Cordova CA 95670

12. 057-0141-016-0000
Marco A. Garcia
10220 Coloma Rd
Rancho Cordova CA 95670

13. 057-0141-017-0000
Marco A. Garcia
10224 Coloma Rd
Rancho Cordova CA 95670

14. 057-0141-018-0000
Robin Schatzman
10228 Coloma Rd
Rancho Cordova CA 95670

15. 057-0142-003-0000
Larry R. & Donna J. Hodge
2644 Verdello Way
Rancho Cordova CA 95670

16. 057-0142-004-0000
Carol Casares
2648 Verdello Way
Rancho Cordova CA 95670

17. 057-0142-005-0000
Scott J. & Catherine M. Yotter
2652 Verdello Way
Rancho Cordova CA 95670

18. 057-0142-006-0000
Larry Dean & Kathleen Jean Colvin
2656 Verdello Way
Rancho Cordova CA 95670

19. 057-0142-007-0000
Cathy & Johnny Price
2660 Verdello Way
Rancho Cordova CA 95670

20. 057-0142-008-0000
Jesus Navarro
1758 Tulane Ave
Palo Alto CA 94303

21. 057-0142-009-0000
Miller Trust
10431 Malaga Way
Rancho Cordova CA 95670

22. 057-0142-010-0000
James W. & Elsie B. Deveny
10425 Malaga Way
Rancho Cordova CA 95670

23. 057-0142-011-0000
Amy E. & Mark H. Elder
2661 Tronero Way
Rancho Cordova CA 95670

24. 057-0142-012-0000
James Anderson
2657 Tronero Way
Rancho Cordova CA 95670

25. 057-0142-013-0000
Thomas E. & Tamara L. Kuenzli
2653 Tronero Way
Rancho Cordova CA 95670

26. 057-0142-014-0000
Myrna C. Dangelo
2649 Tronero Way
Rancho Cordova CA 95670

27. 057-0142-015-0000
Bonnie E. Freeman
2643 Tronero Way
Rancho Cordova CA 95670

28. 057-0143-004-0000
Lewis Family
10463 Malaga Way
Rancho Cordova CA 95670

29. 057-0143-005-0000
Stacy Tang
10459 Malaga Way
Rancho Cordova CA 95670

30. 057-0143-006-0000
Joan Anne Finan
10455 Malaga Way
Rancho Cordova CA 95670



31. 057-0143-007-0000
Thomas Duke & Alicia R. Fawcett
10451 Malaga Way
Rancho Cordova CA 95670

32. 057-0143-008-0000
William R. Gunton
10445 Malaga Way
Rancho Cordova CA 95670

33. 057-0143-009-0000
Christopher J. Fong
2657 Verdello Way
Rancho Cordova CA 95670

34. 057-0143-010-0000
David A. Delbuono
2653 Verdello Way
Rancho Cordova CA 95670

35. 057-0143-011-0000
Damian R. & Barbara Downie
2649 Verdello Way
Rancho Cordova CA 95670

36. 057-0143-012-0000
Kirt Kaminskas
2645 Verdello Way
Rancho Cordova CA 95670

37. 057-0144-004-0000
Michael T. Gervais
10401 Croetto Way
Rancho Cordova CA 95670

38. 057-0144-005-0000
Judith E. Griggs
10411 Croetto Way
Rancho Cordova CA 95670

39. 057-0145-001-0000
Paul L. & Beverly A. Johnson
10400 Malaga Way
Rancho Cordova CA 95670

40. 057-0145-002-0000
Bradley R. Withington
10404 Malaga Way
Rancho Cordova CA 95670

41. 057-0145-003-0000
Western Cities Llc
Po Box 487
Rancho Cordova CA 95741

42. 057-0145-004-0000
Pamela J. Sisk
10412 Malaga Way
Rancho Cordova CA 95670

43. 057-0145-005-0000
Iljana Trust
1426 Elsdon Cir
Carmichael CA 95608

44. 057-0145-006-0000
Jennifer L. Church
10420 Malaga Way
Rancho Cordova CA 95670

45. 057-0145-007-0000
Frances E. Reece
10424 Malaga Way
Rancho Cordova CA 95670

46. 057-0145-008-0000
Lottie B. Strain
2330 Pecan Grove Way
Rancho Cordova CA 95670

47. 057-0145-009-0000
Mario R. Funes
10432 Malaga Way
Rancho Cordova CA 95670

48. 057-0145-010-0000
Mark Rodriguez
10436 Malaga Way
Rancho Cordova CA 95670

49. 057-0145-011-0000
Tracy & Davin Jelich
10440 Malaga Way
Rancho Cordova CA 95670

50. 057-0145-012-0000
Elena M. Becker
10444 Malaga Way
Rancho Cordova CA 95670

51. 057-0145-013-0000
Judy M. McClure
10448 Malaga Way
Rancho Cordova CA 95670

52. 057-0145-014-0000
Matthew S. Saxbury
10452 Malaga Way
Rancho Cordova CA 95670

53. 057-0145-015-0000
Javier Castaneda
3259 Laurelhurst Dr
Rancho Cordova CA 95670

54. 057-0145-016-0000
Edward J. & Carole L. Reece
10404 Croetto Way
Rancho Cordova CA 95670

55. 057-0145-017-0000
Alvin & Ryoko Bowden
10408 Croetto Way
Rancho Cordova CA 95670

56. 057-0145-018-0000
J. Alberto Chavez
10412 Croetto Way
Rancho Cordova CA 95670

57. 057-0211-002-0000
Ho Y. & Pok Su Song Kim
11617 Union Mills Way
Gold River CA 95670

58. 057-0211-003-0000
Rancho Cordova Lodge
Po Box 866
Rancho Cordova CA 95741

59. 057-0211-004-0000
Lee 6 Family Partnership
Po Box 221385
Sacramento CA 95822

60. 057-0211-005-0000
Kincaid 10407 LLC
5016 Alterra Way
Sacramento CA 95835



61. 057-0211-006-0000
Rancho Cordova Lodge
10124 Coloma Rd
Rancho Cordova CA 95670

62. 057-0211-017-0000
Vedanta Society Of Nor Cal
Po Box 994
Carmichael CA 95609

63. 057-0211-021-0000
OK Program
6432 Silver Hawk Way
Elk Grove CA 95758

64. 057-0211-022-0000
Arbors Of Rancho Cordova LLC
39270 Paseo Padre Pkwy #300
Fremont CA 94538

65. 057-0211-023-0000
Gen2gen LLC
10416 Investment Cir
Rancho Cordova CA 95670

66. 057-0211-027-0000
Vest Slavic Church Blagaya
10424 Investment Cir
Rancho Cordova CA 95670

67. 057-0211-034-0000
Francis & Hanan Sabah
4030 Truxel Rd
Sacramento CA 95834

68. 057-0211-035-0000
Francis & Hanan Sabah
4030 Truxel Rd
Sacramento CA 95834

69. 057-0211-038-0000
Akop Atoyan
Po Box 1496
Rancho Cordova CA 95741

70. 057-0211-039-0000
J. Anthony Christopher
10188 Lofton Ct
Elk Grove CA 95757

71. 057-0212-004-0000
Franklin E Fernandez Family
1140 Brussels St
San Francisco CA 94134

72. 057-0212-005-0000
Weber Homes Inc
1401 Birchwood Ln
Sacramento CA 95822

73. 057-0212-008-0000
Center Of Praise Ministries Inc
10455 Investment Cir
Rancho Cordova CA 95670

74. 057-0212-009-0000
Weber Homes Inc
1401 Birchwood Ln
Sacramento CA 95822

75. 076-0155-006-0000
Eugenia C. Osborne
610 NW 68th Ave
Pembroke Pines FL 33024

76. 076-0155-007-0000
Castulo & Felipe Ignacio Robles
10213 Coloma Rd
Rancho Cordova CA 95670

77. 076-0155-008-0000
First Horizon Home Loan Corp
4000 Horizon Way
Irving TX 75063

78. 076-0192-001-0000
Leland D. Hancock
8338 Brentwood Blvd
Brentwood CA 94513

79. 076-0192-002-0000
Paul L. & Beverly A. Johnson
10400 Malaga Way
Rancho Cordova CA 95670

80. 076-0192-003-0000
James H. Shanaberger
2669 Gilbert Way
Rancho Cordova CA 95670

81. 076-0193-012-0000
J. & Mary L. Records Donald
10392 Malaga Way
Rancho Cordova CA 95670

82. 076-0193-013-0000
Billy Palomares
10396 Malaga Way
Rancho Cordova CA 95670

83. 076-0222-019-0000
Lakha Properties-Sacramento LLC
Po Box 52668
Bellevue WA 98015