



CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
November 3, 2003
6:30 P.M.

1. Call to Order

2. Roll Call: Council Members: Cooley, McGarvey, Sander, Budge, Roberts

3. Pledge of Allegiance Please remain standing

Invocation will be presented by Dan Wade, Department Head of Congregational Care, First Covenant Church of Sacramento

Metro Cable TV telecast announcement.

4. Agenda Approval

5. Approval of Minutes

a. Special Meeting Minutes

1. September 8, 2003
2. September 15, 2003
3. September 26, 2003
4. October 6, 2003

6. Oral Communications – Public Comment

Citizens wishing to address the Council for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item, please wait until that point on the agenda. **Please keep your comments to three minutes or less.** Please state your name and community of residence.

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

7. **Presentations**

- a. Presentation by Mark Curran, Managing Director on the Sunridge-Anatolia CFD No. 1.

8. **Consent Calender**

- a. Adopt Resolution No. 73-2003. A Resolution of the City Council of the City of Rancho Cordova endorsing Sacramento County Board of Supervisors resolution No. 2003-1182 revising the representational composition of the Sacramento Transportation Authority Governing Board.

9. **Public Hearings**

- a. **SUBJECT:** Aerojet – Project No. RC-03-035 – a Use Permit for ground water remediation wells and treatment facilities for two sites in the City known as C-1 and C-7. (continued from 10/20/2003 council meeting)

RECOMMENDED MOTION: Adopt Resolution No. 66-2003, approving the Conditional Use Permit for wells Area 1, C-1, as submitted according to the Site and Elevation plans; Exhibit A with the Conditions of Approval and Exhibit B, and subject to the findings contained in Resolution No. 70-2003

RECOMMENDED MOTION: Adopt Resolution No. 70-2003, approving the Conditional Use Permit for wells Area 3, C-7, as submitted according to the site and elevation plan Exhibit A with the Conditions of Approval Exhibit B, and subject to the findings contained in Resolution No. 70-2003

- b. **SUBJECT:** Anatolia Recreation Center – Project No. RC-03-011 – a Conditional Use Permit to allow an outdoor recreation center within the Anatolia Master Planned Community

RECOMMENDED MOTION: Adopt Resolution No. 71-2003, A Resolution of the City Council of the City of Rancho Cordova approving a Conditional Use Permit for Project No. RC-03-011, Anatolia Recreation Center; subject to Findings and attached Conditions of Approval.

- c. **SUBJECT:** Planning and Code Enforcement revision of Zoning Code regarding parking of unregistered or inoperable vehicles on residential, commercial and industrial properties, and parking of vehicles in residential yards.

RECOMMENDED MOTION: Waive reading and introduce Ordinance No. 22-2003 An Ordinance of the City Council of the City of Rancho Cordova Amending Title 3, Chapter 1, Article 1, Sections 301-04.7 and 301-04.8 of the Zoning Code Related to the Parking and Storage of Vehicles on Private Property. (First Reading)

10. Action Items

- a. **SUBJECT:** Statement of Investment Policy of Local Agency Funds

RECOMMENDED MOTION: Adopt Resolution No. 65-2003, a Resolution of the City Council of the City of Rancho Cordova Establishing a Statement Of Investment Policy.

- b. **SUBJECT:** Agreement for Supplemental Law Enforcement Services with the County of Sacramento concerning four additional problem-oriented policing (POP) positions and one school resource officer.

RECOMMENDED MOTION: Adopt Resolution No.72-2003, A Resolution of the City Council of Rancho Cordova Approving an Agreement for Supplemental Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova.

- c. **SUBJECT:** Amending the Ordinance adopting a Purchasing System to Permit the City Manager to enter into professional service contracts.

RECOMMENDED MOTION: Waive Reading and Introduce Ordinance No. 24-2003, An Ordinance of the City of Rancho Cordova Amending The Ordinance Adopting a Purchasing System to Permit the City Manager to Enter into Professional Service Contracts of less than \$60,000 on behalf of the City. (First Reading)

- d. **SUBJECT:** Discuss Planning Commission applicants and day of week and time for Planning Commission and City Council meetings.

- e. **SUBJECT:** Sunrise-Douglas area school consultant funding.

RECOMMENDED MOTION: Authorize the City Manager to enter into an agreement with the Folsom Cordova School District (and the Elk Grove School District) to evaluate the fiscal impact of switching school districts for the Sunrise-Douglas area development in an amount not to exceed \$30,000.

- f. **SUBJECT:** Discussion regarding City of Rancho Cordova Newsletter.

- g. **SUBJECT:** American River Parkway Plan Update Citizen's Advisory Committee.

RECOMMENDED MOTION: Appoint Rancho Cordova citizen to the American River Parkway Plan Update Citizen's Advisory Committee.

11. Council Reports

12. Written Correspondence

- a. State Board of Equalization letter regarding SB 566 Authorizes Cities to Impose Transactions and Use (District) Taxes.
- b. State Compensation Insurance letter of welcome and contact information.

13. Council Requests for Future Agenda Items

14. City Manager's Report

15. Adjournment

**Upcoming Meeting Dates: November 17, 2003 – regular meeting
December 1, 2003 – regular meeting**

Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. 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 are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 942-0255 or www.cityofranchocordova.org. Requests must be made as early as possible and at least one full business day before the start of the meeting.

City Clerk's Certificate of Posting of Agenda

I, Diana Biddle, Interim City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 3, 2003, regular meeting of the Rancho Cordova City Council was posted on October 31, 2003 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 31st day of October, 2003, at Rancho Cordova, California.

Dianna Biddle, Interim City Clerk

CITY OF RANCHO CORDOVA

Minutes of Meeting of the City Council September 8, 2003

The Special Meeting of the City Council of the City of Rancho Cordova was held on Monday, September 8, 2003 in the City Council Chambers. Mayor Roberts called the Meeting to order at 7:40 a.m.

ROLL CALL: Council Members Present: Cooley, McGarvey, Sander, Budge, Roberts
Council Members Absent: None
Staff Present: Interim City Manager Charles Cate
Interim City Clerk Diana Biddle

CLOSED SESSION:

1. Interview City Manager Candidate.

Public employee appointment – Title: City Manager
Government Code section 54957.

The City Council reconvened at 8:45 a.m. There was no announcement.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:45 a.m.

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

CITY OF RANCHO CORDOVA

Minutes of Meeting of the City Council September 15, 2003

The Special Meeting of the City Council of the City of Rancho Cordova was held on Monday, September 15, 2003, in the City Council Chambers. Mayor Roberts called the meeting to order at 6:00 p.m.

ROLL CALL: Council Members Present: McGarvey, Sander, Budge, Roberts
Council Members Absent: Cooley
Staff Present: Interim City Manager Charles Cate

CLOSED SESSION:

Public employee appointment – Title: City Manager
Government Code section 54957.

Mayor Roberts made an announcement during the regular September 15, 2003 meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:35 p.m.

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim Clerk

CITY OF RANCHO CORDOVA

Minutes of Meeting of the City Council September 26, 2003

The Special Meeting of the City Council of the City of Rancho Cordova was held on Friday, September 2, 2003, at the Sheriff's Department Rockingham Substation, 10361 Rockingham Drive. Mayor Roberts called the meeting to order at 8:00 a.m.

Council Members Present: Cooley, McGarvey, Sander, Budge, Roberts

Staff Members Present: Interim City Manager/Finance Director Albaugh
City Manager-Elect Gaebler
Assistant to the City Manager Haven
Interim City Clerk Biddle
Planning Director Junker
Engineer Abhar
Chief Building Official Trimberger

This meeting was a Strategic Planning Retreat for the City Council and management staff members facilitated by Marilyn Snider, Snider and Associates.

The retreat covered the City's Mission/Purpose Statement, one-year goals and objectives, identification of core values for the city and identification of six-month strategic objectives for each goal.

The result of the retreat was a City of Rancho Cordova Six-Month Strategic Objectives outline.

Mayor Roberts adjourned the special meeting was adjourned at 4:00 p.m.

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

CITY OF RANCHO CORDOVA

Minutes of Meeting of the City Council October 6, 2003

The Special Meeting of the City Council of the City of Rancho Cordova was held on October 6, 2003 at 5:30 p.m. in the City Council Chambers. Mayor Roberts called the meeting to order at 5:45 p.m.

ROLL CALL:

Council Members Present: Cooley, McGarvey, Sander, Budge, Roberts

Staff Members Present: City Manager Gaebler, City Attorney Meyers

CLOSED SESSION:

1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (b) of section 54956.9 (Two Cases)

There was no announcement following the closed session.

ADJOURNMENT

The meeting was adjourned at 6:20 p.m.

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

Resolution No. 73-2003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ENDORING SACRAMENTO COUNTY BOARD OF SUPERVISORS RESOLUTION
NO. 2003-1182 REVISING THE REPRESENTATIONAL COMPOSITION OF THE
SACRAMENTO TRANSPORTATION AUTHORITY GOVERNING BOARD**

WHEREAS, on March 1, 1988, the Board of Supervisors of the County of Sacramento adopted Resolution No. 88-2000 approving initial study, creating the Sacramento Transportation Authority, and approving and authorizing execution of the Transportation Expenditure Agreement; and

WHEREAS, on January 28, 2003, the Board of Supervisors adopted Resolution No. 2003-0139 to revise the composition of the Governing Body of the Sacramento Transportation Authority, which revision was not approved by a majority of the cities containing a majority of the incorporated population within the County; and

WHEREAS, on October 21, 2003, the Board of Supervisors adopted Resolution No. 2003-1182 to revise the composition of the Governing Body of the Sacramento Transportation Authority; and

WHEREAS, Board of Supervisors Resolution No. 2003-1182 provides the City of Rancho Cordova with a voting representative on the Governing Body of the Sacramento Transportation Authority and sets forth a population threshold for additional City representation; and

WHEREAS, the City of Rancho Cordova supports the revision of the Governing Body of the Sacramento Transportation Authority as set forth in Board of Supervisors Resolution No. 2003-1182.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby endorses Sacramento County Board of Supervisors Resolution No. 2003-1182 revising the representational composition of the Governing Body of the Sacramento Transportation Authority.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 3rd day of November 2003 by the following vote,

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

AGENDA ITEM # *8a.*



City Council/Planning Agency Report

November 3, 2003

Project: Aerojet Groundwater Remediation
File: RC-03-035
Request: Use Permit for ground water remediation wells and treatment facilities for two sites in the City known as C-1 and C-7
Location: **Site C-1** is located on the northwest corner of International Drive and Reserve (Kaiser Medical), and **Site C-7** is located on the northwest corner of Cordova Lane and Zinfandel Drive (St Clements Episcopal Church)
APN: Site C-1 072-0069-107, Site C-7 057-0322-002
Planner: William Campbell, Principal Planner

<u>OWNER</u>	<u>APPLICANT:</u>	<u>ENGINEER:</u>
C-1 Site Kaiser Foundation Hospitals 1950 Franklin Street, 11 th Floor Oakland, CA 95621	Aerojet-General Corp Attn: Alan Jackson	Central Valley Environmental 9718 Fair Oaks Blvd. Fair Oaks, CA 95628 Attn: Rob Fagerness
C-7 Site St. Clements Episcopal Church 2376 Zinfandel Drive Rancho Cordova, CA 95670	Aerojet-General Corp Attn: Alan Jackson	Central Valley Environmental 9718 Fair Oaks Blvd. Fair Oaks, CA 95628 Attn: Rob Fagerness

Recommendation

Approve individual Resolution No's. 66-2003 and 70-2003 for sites C-1 and C-7, respectively, thereby granting use permits for ground water extraction wells and treatment facilities, as shown on the exhibits for each site, and subject to the Conditions of Approval (Exhibit B) for each site.

Background

Based upon direction provided at the City Council meeting of October 20, 2003, the applicant has been prepared additional information for this project application. Modifications to the exhibits have been made, based on the discussions of the City Council and the input received from the public hearing. Each site has been treated independently and separate resolutions, site plan exhibits and conditions of approval have been prepared. Thus, one or both of the sites may be approved, should the City Council wish to take affirmative action.

City staff has contacted representatives of the Water Resources Section of the Public Works Agency of Sacramento County and have invited Mr. Herb Niederberger, Chief-

Water Supply to provide the City Council additional information regarding this water treatment program. Mr. Niederberger is very knowledgeable in regards to the agreement between the Aerojet and the County for the extraction and discharge of the treated water and its limitations of use. Additionally, a representative of Water Resources-Drainage will be present to address the existing drainage facilities capacity within the immediate area of C-7. Water Resource's information is independent of Aerojet's consultants, and is intended to provide technical information to the City Council for consideration in evaluating the Use Permit requests.

Analysis

Site C-1

The elevation exhibits have been modified to reduce the height of the enclosure wall facing Reserve Drive and still maintain an effective screen of the facilities. The wall will step down on both side elevations, maintaining at least a 6 foot height as the slope flattens to the street. A raised planter has been added around the perimeter to enhance visual screening. The wall materials and color, along with the landscaping have been approved by Kaiser Foundation and staff recommends approval of the site.

Site C-7

The exhibits for the church site have been modified to place the enclosure wall in the corner of the property and the enclosure wall has been reduced to 6 feet tall. The filter tanks for this facility will be below the top of the wall. In addition, Aerojet has agreed to provide temporary lodging accommodations and kennel accommodations for the adjoining residents and their pets during the drilling operation. One neighbor has requested the enclosure wall be completed along their whole property line for continuity. The new site plan and elevations reflect the improvements as agreed upon by the neighbors, the Church and Aerojet.

Summary

These facilities will have a beneficial effect upon the groundwater quality of the City of Rancho Cordova. Along with the other well sites and the major treatment facilities within the Aerojet property, contaminants will be removed from the ground water supply to produce a healthier aquifer for future generations

Recommended Motions

1. *"I move the City Council adopt Resolution No. 66-2003, approving the Conditional Use Permit for wells Area 1, C-1, as submitted according to the site and elevation plans Exhibit A with the Conditions of Approval Exhibit B, and subject to the findings contained in Resolution 66-2003".*
2. *"I move the City Council adopt Resolution No. 70-2003, approving the Conditional Use Permit for wells Area 3, C-7, as submitted according to the site and elevation plans Exhibit A with the Conditions of Approval Exhibit B, and subject to the findings contained in Resolution 70-2003".*

ATTACHMENTS

Resolution 66-2003

Site and Elevation Plans for Area 1 well C-1 (Exhibit A)

Conditions of Approval (Exhibit B)

Resolution 70-2003

Site and Elevation Plans for Area 3 well C-7 (Exhibit A)

Conditions of Approval (Exhibit B)

Exhibit B: Conditions of Approval for Sites C-7

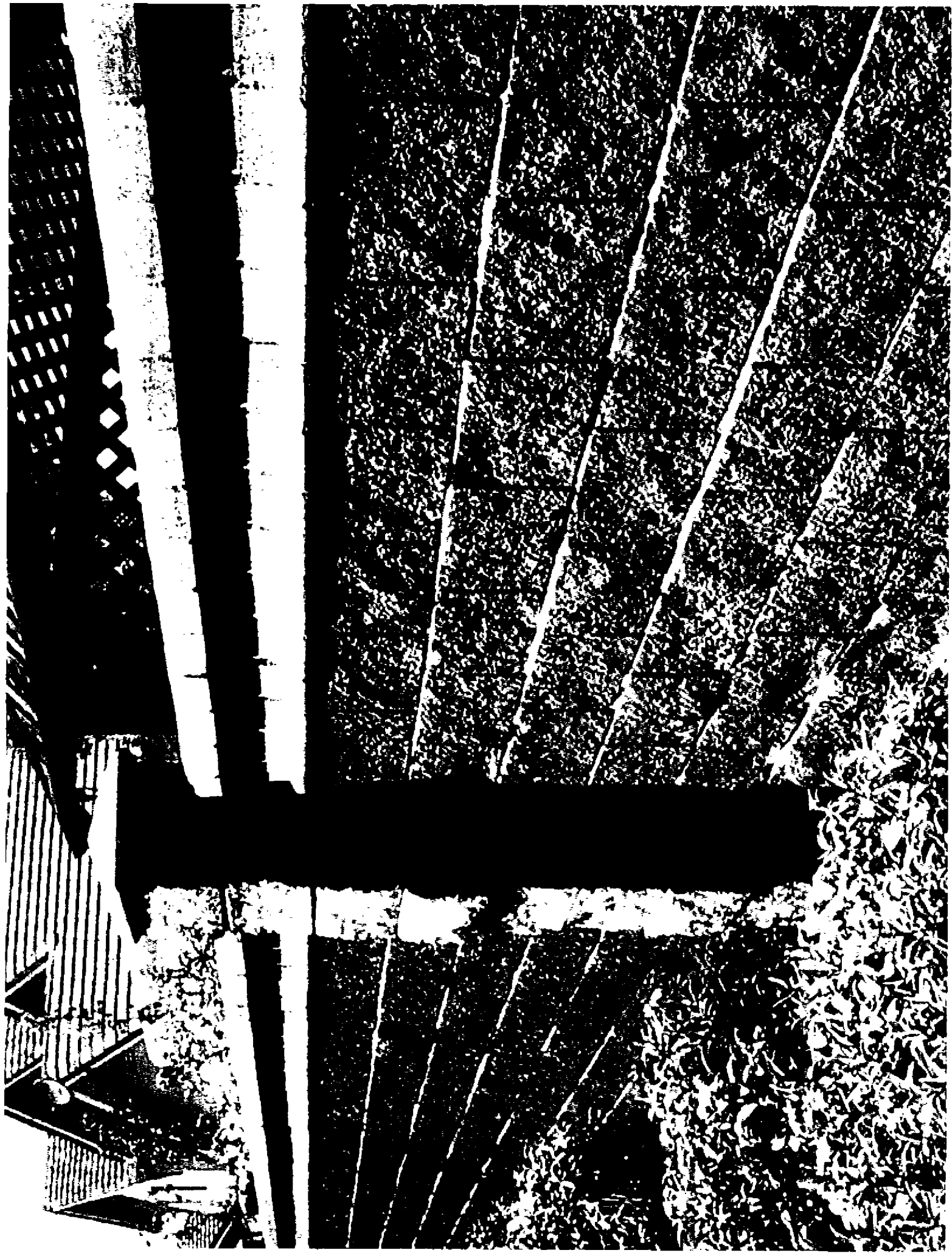
		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The Conditional Use Permit approved by this action is for the location of two extraction water wells, known as C-7, located on the northwest corner of Zinfandel Road and Cordova Lane. This Use Permit is valid for the duration of the water remediation and treatment and the facilities shall be removed from the site within 60 days of the closure of operation.	On-Going	Planning	
2.	Aerojet is obtaining this Use Permit to comply with the United States, Environmental Protection Agency's, Region IX Unilateral Administrative Order Docket No. 2002-13.	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	Applicant shall submit proof of insurance that provides coverage for job related property damage, as a result of the drilling of the extraction well on the Church property.	Prior to drilling the well	Planning	
5.	Applicant shall provide a 10 day advanced notice to the adjoining neighbors within 500 feet of the Church property and to the Planning Department, before the drilling operation is to begin.	Prior to drilling the well	Planning	

Exhibit B: Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
6.	Applicant shall provide temporary lodging accommodations to adjoining neighbors of the drill site, during the drilling operation. Kennel accommodations for the neighbors' pets during the drilling operation shall also be provided upon request.	Prior to drilling the well	Planning	
	Prior to Final Inspection and Utility Release			
7.	The Groundwater Treatment facility shall be constructed, including the water extraction, treatment and containment facilities, and screening wall, in accordance with approved plans. No additional equipment may be installed unless reviewed and approved by the Planning Director.	Prior to Final Inspection	Planning	
8.	Construct a 6 foot split face masonry wall with cap stone surrounding the water treatment facility and along the rear property line of parcel numbers 057-0303-015 and 057-0322-009, according to the approved plans for sites C-7. Color of the wall and cap stone shall be reviewed and approved by the Planning Director prior to construction.	Prior to Final Inspection	Planning	
9.	The landscaping shall be installed in substantial compliance with the preliminary plan, any modification shall first be approved by the Planning Director.	Prior to Final Inspection	Planning	
10.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the establish flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

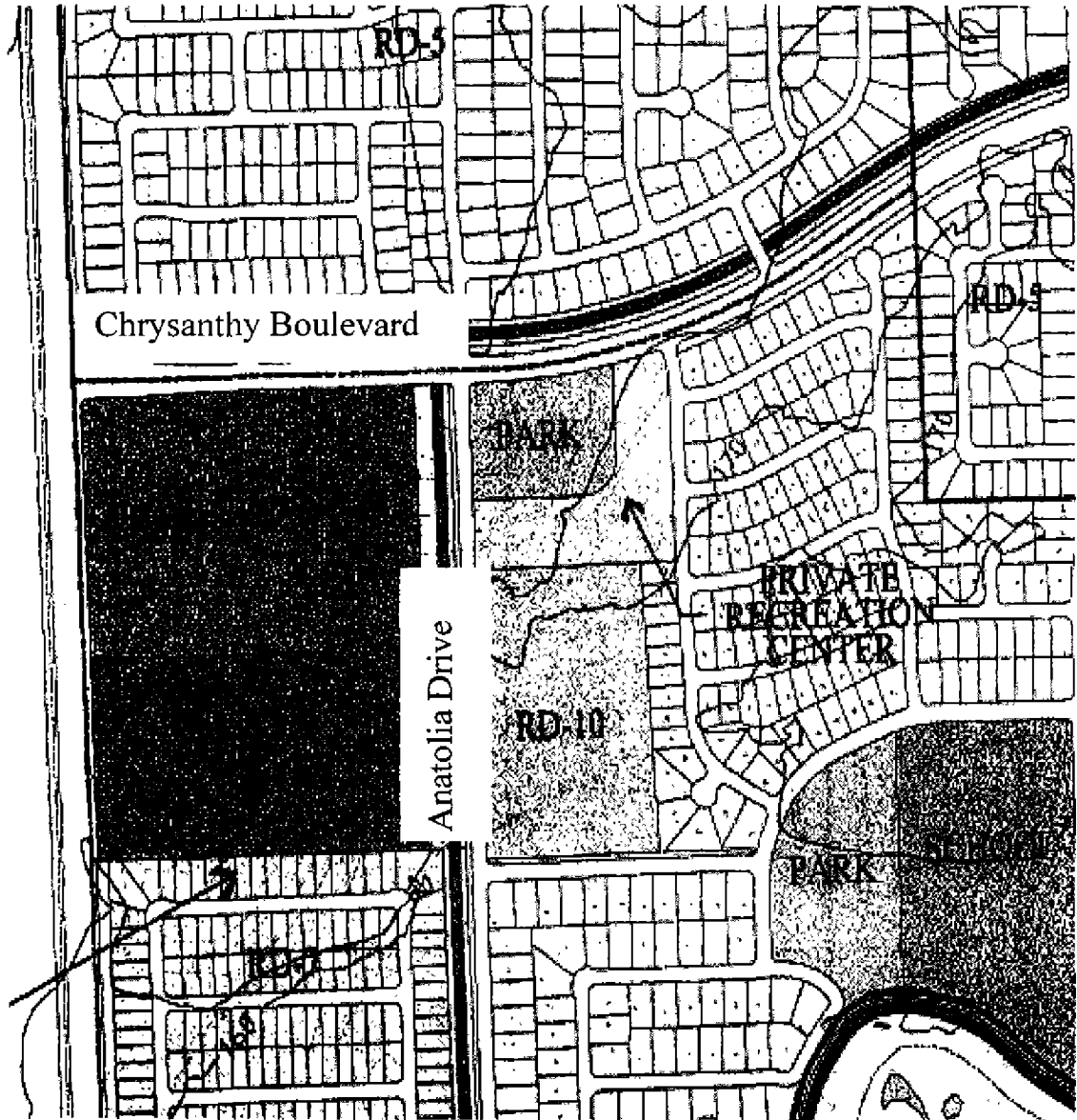
Exhibit B: Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
11.	All utilities serving the water treatment facility shall be installed underground.	Prior to Final Inspection	Building	
12.	Construction of the treatment facilities, including the drilling of the well, shall be performed during hours 8:00 a.m. to 7:00 p.m. on week days only. General Operating Conditions	Prior to Final Inspection	Building	
13.	Maintenance and service of the facilities shall be performed during regular business hours, 8:00 a.m. to 5:00 p.m. on week days only.	On-going	Planning	



LOCATION MAP

Sunrise Boulevard



Land Use Relationships with Adjacent Properties:

	<u>General Plan Land Use Designation</u>	<u>Zoning and Community Plan Designations</u>	<u>Existing Land Use</u>
Subject Property	MDR	RD-5, RD-7, O	Vacant
North	MDR	O, RD-5	Vacant
East	MDR	RD-5	Vacant
South	MDR	RD-10, RD-5	Vacant
West	LDR	RD-20	Vacant

ANALYSIS:

The applicant proposes to construct an outdoor recreation center within the Anatolia Master Planned Community. The recreation facility site is large enough to support 3 swimming pools, two spas, large gathering areas and an 11,000 square foot clubhouse. The Anatolia Recreation Center is an integral part of the approved Master Planned community and will be owned and operated by the Anatolia Homeowners Association. The facility will be open to the members and guests of the Homeowners Association.

Outdoor recreational facilities are allowed in all residential land use zones with the issuance of a conditional use permit. Title II, Section 201.02, of the Residential Land Use Tables states that the use permit may include indoor facilities if the appropriate authority finds that they are clearly accessory to the requested outdoor use. It is staff's opinion that the clubhouse, which will include locker rooms, a small fitness center, a party room, and a community "living room", would be accessory to the pools, spas and gathering areas of the outdoor facility. The clubhouse will cover approximately 6% of the total site.

Originally the subdivision map showed RD-10 zoning on the corner of Anatolia Drive and Chrysanthy Way, with the park site behind the proposed RD-10. The applicant is proposing to move the park site to the corner of Anatolia Drive and Chrysanthy Way to provide better accessibility to the park by the public. The proposed recreation center will be behind the park and will be located on the open space "O" and RD-10 zoned property. One single-family RD-5 lot from Anatolia Village 9 is also being incorporated into the recreation center site.

The park/recreation center interface has been designed to compliment each of the uses and some shared parking is provided. The Cordova Recreation and Park District has endorsed the concept of the joint venture of a public park and private recreation center.

There are a total of 153 proposed parking spaces for the indoor/outdoor recreation center. The Zoning Code requirement for the proposed use is 147 spaces.

Boundary Line Adjustment

Modifications from the Anatolia II Tentative Subdivision Map are required to accommodate the project, including modification of the Recreation Center parcel and adjacent parkland configuration. The majority of the proposed project site is located on a parcel that was created through recordation of the Anatolia II Large Lot Map. Additionally, portions of the proposed project are located on adjacent Large Lot Map parcels. The following actions will be required prior to issuance of building permits:

- Recordation of Final Maps for Units 9A and 9B of the Anatolia II subdivision
- Boundary Line Adjustment involving existing parcels designated the Recreation Center, a proposed park, and land within Unit 9B of the Anatolia II subdivision

The applicant has already submitted an application for the Boundary Line Adjustment described above. The Boundary Line Adjustment will be recorded after the subdivision maps for Anatolia II Village 9a and 9b have been recorded. Staff has included a condition of approval that no building permits shall be issued until the maps are recorded and the BLA is approved.

Design Review

Detailed plans for this project have not yet been submitted by the applicant. Once such plans are submitted, staff shall initiate Design Review and will present the project to the City Council for consideration. Staff has included a condition of approval that no building permits for the project may be issued until City Council has conducted Design Review and approved the project.

ENVIRONMENTAL ANALYSIS:

A Mitigated Negative Declaration (MND) was prepared for the Anatolia Subdivision Maps I, II, and III. The private recreation center was addressed within the MND, therefore no further environmental review is required.

FINANCIAL IMPLICATIONS TO CITY:

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

CONCLUSION:

The proposed outdoor recreation use is conditionally allowed and it was determined that the project would not have any adverse environmental impacts. The Cordova Recreation and Park District has endorsed the establishment of the recreation center in conjunction with the neighborhood park, stating that the "joint venture between private and public recreation has unlimited possibilities". The whole facility will be owned and operated by the Homeowner's Association at no cost to the City.

RECOMMENDED MOTIONS:

1. "I move the City council adopt Resolution No. 71-2003 approving the Conditional Use Permit, along with the Site Map (Exhibit A) and Conditions of Approval (Exhibit B), and subject to the findings contained in Resolution No. 71-2003".

ATTACHMENTS:

- A. Resolution approving the Conditional Use Permit
- B. Community Council (CorPAC) Referral dated 4/10/2003
- C. Cordova Recreation and Park District letter dated 10/31/02
- D. Agency Comment letters
- E. Project Plans

RESOLUTION # 71-2003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITIONAL USE PERMIT FOR THE ANATOLIA RECREATION CENTER
PROJECT # RC-03-011**

WHEREAS, Lennar Communities (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Conditional Use Permit to allow an outdoor recreation center on land zoned RD-5, RD-10 and "O" (Assessor's Parcel Number 067-0300-009); and

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

WHEREAS, the project was reviewed as a part of the Mitigated Negative Declaration prepared for Anatolia Villages I, II, and III by the County of Sacramento Department of Environmental Review and Assessment and adopted by the Sacramento County Board of Supervisors.

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

1. Find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions and Development Agreement, adopted by the Sacramento County Board of Supervisors, adequately addressed the environmental impacts for the project.

- a. Finding: The proposal has been reviewed per the California Environmental Quality Act (CEQA).

Evidence: The proposed project was reviewed as a part of the Mitigated Negative Declaration for the Anatolia Villages I, II, and III which was prepared per CEQA requirements.

- b. Finding: The project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

Evidence: The proposed project is part of the Mitigated Negative Declaration for the Anatolia Villages I, II, and III. Environmental issues have been addressed within that document and have been mitigated so that there is no potential for any adverse effect, either individually or cumulatively on wildlife resources.

2. Approve the Conditional Use Permit subject to the Site Plan (see Exhibit A) and the Conditions of Approval (see Exhibit B) and the following Findings:

- c. Finding: The establishment, maintenance and operation of the use, building, or structure applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. (Zoning Code §110-30)

Evidence: The proposed project use is allowed in residential zones with the approval of the Conditional Use Permit. The project was analyzed under CEQA and determined to have no significant environmental impacts. The project will add to the recreational opportunities for the families living in the Anatolia communities. The project will be an enhancement to the health, safety and general welfare by providing an area for families to gather to exercise and be a part of the overall community. Therefore, staff has determined that there will be no negative impacts from the proposal that would result in a significant detrimental impact on adjoining or neighboring properties if the conditions of approval are adopted.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of November, 2003.

DAVID ROBERTS, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

APPROVED AS TO FORM:

DIANA BIDDLE
CITY CLERK

STEVEN MEYERS
CITY ATTORNEY

COMMUNITY COUNCIL REFERRAL

CONTROL NO.: 02-UP Attachment B

Date: 12-23-02

APPLICANT: Lennar Communities A.P.N.: 067-0030-009 ZONING: RD10, '0'
 ADDRESS: 2240 Douglas Blvd, Suite 200 CONTACT PERSON: DON BARNETT COM. PLAN: ---
Roseville, CA 95661 TELEPHONE: 1-916-783-3224 GEN. PLAN: UDA

REQUEST: A Use Permit to allow an outdoor recreation center & clubhouse on 7.9 acres in the RD-10 and '0' zones.

☒ PRIMARY COMMUNITY COUNCIL COSUMES

☒ ADJACENT COMMUNITY COUNCIL Cordova

(If Applicable)

HEARING BODY: Proj. DC

REVISED APPLICATION: --- DATE: ---

Planning Department Project Manager: Chris Castorina

RETURN BY: --- (Date)

ADVISORY COUNCIL COMPLETE THIS SECTION - PLEASE PRINT OR TYPE

- Meeting date(s) at which proposal discussed: April 10th, 2003
- Number of council members present: 8 Quorum: YES NO ---
- Applicant notified of meeting(s): YES --- NO --- Applicant present: YES X NO ---
- Neighbors Contacted: YES --- NO ---
- Is the proposal compatible with the area or neighborhood in which proposed: YES NO ---
- Summarize neighborhood response or reaction: N/A

- Council motion on proposal: Accept motion as presented
- Council vote on motion: for: 8 against: 0 abstained: 0 absent 5
- Comments on recommendation: ---

NIA RECEIVED

APR 23 2003

PLANNING DEPT.
County of Sacramento

Theresa Velt (Acting Chair)
Chairperson or Secretary

4/21/03
Date

FOR ADDITIONAL SPACE PLEASE USE REVERSE SIDE

Return to: SACRAMENTO COUNTY PLANNING DEPARTMENT
 827 - 7th Street, Room 230
 Sacramento, CA 95814
 ATTN: CPAC Secretary



Cordova Recreation & Park District

Attachment C

2197 Chase Drive • Rancho Cordova, CA • 95670-2098

REC'D NOV 1 2002

October 31, 2002

Mr. Donald A. Barnett,
Community Planning Manager
Lennar Communities
2240 Douglas Blvd., Suite 200
Roseville, CA 95661

Dear Mr. Barnett,

Thank you for offering your expertise in the Sunridge Development, Anatolia I, II, and III, and including the Sunridge II development into the future. The conceptual drawing of your proposed private recreation center is a fairly new concept in housing developments, and one that has tremendous potential.

Please be advised that the Cordova Recreation Park District certainly endorses this concept in conjunction with a neighborhood park for the proposed Anatolia development. We believe that a joint venture between private and public recreation has unlimited possibilities, and one that may be a strong concept for the future. Joint recreation ventures between private and public entities has the potential to offer new types of recreation programming to residents without ever having to leave their communities. We laud and commend Lennar Homes for developing this concept and we are anxious to work with you in the Anatolia project.

Not having worked with Lennar in the past, it is certainly evident why you have become the premier home builder in the United States. I have worked in the public recreation sector for over 38 years and having worked with many different builders, it is evident that your Company is creative and shows a willingness to incorporate quality recreational features in your developments.

We look forward to work with you and Lennar.

Sincerely,

A handwritten signature in cursive script, reading "Jerry Steinke".

Jerry Steinke
District Administrator

**COUNTY OF SACRAMENTO
INTER-DEPARTMENT CORRESPONDENCE
DEPARTMENT OF WATER RESOURCES**

MEMORANDUM

Date: April 8, 2003
To: Christopher Castorena
Planning and Community Development Department
From: Bob Gardner *RG*
Water Supply – Zone 40 Planning and Development
Subject: Anatolia Outdoor Recreation Center and Clubhouse Use Permit
02-UPP-0844

Water Supply has reviewed the above application and submits the following conditions and comments:

- ✓ • Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of Sacramento County Water Agency prior to Final Map approval.
- ✓ • Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.
- Project proponents, future successors or interests shall comply with all 'Water Supply' provisions established in Ordinance Number SZC 2002-0014, Control Number 93-0243.
- ✓ • Entitlements for urban development within the Sunrise Douglas Plan area (i.e. subdivision maps, parcel maps, use permits, building permits, etc.) shall not be granted unless agreements and financing for supplemental water supplies are in place, consistent with the General Plan Policy CO-20.
- The developer/applicant shall acquire property and construct groundwater extraction, treatment, pumping and water storage facilities for the SCWA and shall transfer any and all rights thereto to the SCWA. Credits and/or reimbursements due developer/applicant as a result of the construction of such facilities shall be granted pursuant to the terms of the adopted Finance Plan.
- ✓ • No building permit shall be issued until the developer/applicant has constructed initial phase water supply facilities with sufficient capacity to deliver up to approximately 2,265 AFA to the SunRidge Specific Plan area to the satisfaction of SCWA.

- No building permits shall be issued for urban development within the SunRidge Specific Plan area that requires more than 2,265 AFA until subsequent phases of water supply facilities have been constructed that provide sufficient water to provide for such development to the satisfaction of SCWA.
- ✓ • Developer/applicant shall pay any SCWA development fee for development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development within the SunRidge Specific Plan, as determined by the Sacramento County Department of Water Resources
- Prior to operation of any NVWF facilities, developer/applicant shall construct groundwater monitoring wells to monitor the impacts of the NVWF operation on local groundwater elevations and groundwater contaminant movement. The number, location and design of said monitoring wells shall be subject to the approval of the Sacramento County Department of Water Resources
- No tentative map shall be approved until developer/applicant enters into an agreement with the SCWA to fund a North Vineyard Well Insurance Program that will be administered by the SCWA. Said well insurance program shall follow the guideline established in Ordinance NO. SZC 2002-0014
- ✓ • The owner/developer shall pay the Sacramento County Water Agency up to \$1,000 per equivalent dwelling unit at the time of the building permit to fund a faire share portion of any water project(s) identified by the SCWA Board of Directors that optimizes available local groundwater resources
- Prior to the approval of any tentative maps, sites shall be reserved for water storage and treatment facilities and for future wells to the satisfaction of Sacramento County Department of Water Resources. Compensation for these sites will be fixed at the appraised fair market value on the date the Specific Plan is approved by the Sacramento County Board of Supervisors

The following requirements are project conditions not subject to tentative map approval:

- ✓ • Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.

Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the Sacramento County Landscape Water Conservation Ordinance (Chapter 14.10 of the Sacramento County Code) to the satisfaction of the County Landscape/Oak Tree Coordinator.

If you have any questions, please feel free to call me at (916) 874-8433 or email me at GardnerB@SacCounty.net

Zone 40: Yes

Zone 41: Yes

Cc: file

RECEIVED

MAY 02 2003

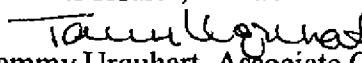
COUNTY OF SACRAMENTO

Inter-Agency Correspondence

PLANNING DEPT.
County of Sacramento

April 30, 2003

To: Christopher Castorena, Planning & Community Development Department
Bob DeMorales, DERA

From: 
Tammy Urquhart, Associate Civil Engineer
Department of Transportation

Subject: **ANATOLIA OUTDOOR RECREATION CENTER AND CLUBHOUSE**
Use Permit
Control No.: 02-UPP-0844
APN: 067-0030-009
Thomas Bros.: 300 D-7
Location: Southeast side of Sunrise Boulevard and Douglas Road

The Department of Transportation has reviewed the above referenced project and recommends the following conditions of approval relating to right-of-way, access, and improvement requirements:

The size, number, and location of driveways shall be to the satisfaction of the Department of Transportation. Note: Driveway widths of 35 feet should be provided on minor streets.

Provide a 30-foot half width along park frontage for on-street parking. Note: If the park will be providing recreational areas such as soccer fields and/or baseball fields, then on site parking will be required.

Traffic control devices shall be installed where needed to the satisfaction of the Department of Transportation. Traffic control locations will be determined at time of improvement plan submittal.

Please contact LD&SIR for additional improvement requirements.

If you have any questions, please call me at 874-5677.

TLU

c: Jeff Clark



10545 Armstrong Avenue

Mather

California

95655

Tele: [916] 876-6000

Fax: [916] 876-6160

Website: www.srscsd.com

Board of Directors

County of Sacramento

Roger Dickinson

Illa Collin

Muriel P. Johnson

Roger Niello

Don Nottoli

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Heather Fargo

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Warren H. Harada
Agency Administrator

Robert E. Shanks
District Engineer

Marcia Maurer
Chief Financial Officer

Wendell H. Kido
District Manager

Mary K. Snyder
Collection Systems Manager

January 24, 2003
E225.000

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JAN 27 2003

**PLANNING DEPT.
County of Sacramento**

Mr. Christopher Castorena
Planning and Community Development
827 Seventh Street, Room 230
Sacramento, CA 95814

Dear Mr. Castorena:

**Subject: Anatolia Outdoor Recreation Center and Clubhouse Use
Permit
APN: 067-0030-009
Control No. 02-UPP-0844**

County Sanitation District 1 (CSD-1) has reviewed the subject documents and has the following comments.

CSD-1 Conditions:

Connection to the public sewer system shall be required to the satisfaction of CSD-1.

In order to obtain sewer service, construction of public collector sewer, both on-site and off-site, will be required to the satisfaction of CSD-1. Sewer easements may be required. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.

The project will be serviced by developer funded off-site interim facilities, specifically the Anatolia Lift Station and force main. The project shall participate in its fair share of costs of interim facilities. Interim facilities shall be provided on a first come, first served basis.

CSD-1 Advisories:

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

If you have any questions regarding these comments, please call me at 876-6094.

Sincerely,

Jeff Atteberry, P.E.
Local Sewer Engineering

JA:jp

cc: Christoph Dobson / Wendy Haggard

castorena.012403.ltr

RECEIVED

MAR 05 2003

COUNTY OF SACRAMENTO
Inter-Department Correspondence

PLANNING DEPT.
County of Sacramento

February 20, 2003

To: Christopher Castorena, Project Manager
Planning Department

From: Jim Schubert 
Landscape Design and Tree Section
Department of Transportation

Subject: Development Plan Review
Anatolia Outdoor Recreation Center and Clubhouse
APPLICATION CONTROL NUMBER: 02-UPP-0844
APN: 067-0030-009

Staff of this Department has reviewed the proposed site plan and has the following comments/recommendations:

- There are no existing trees identified on the site plans. If native oak trees are located on the site, they shall be located on the site plan and shall be preserved and protected to the extent possible pursuant to the Sacramento County Tree Preservation Ordinance.
- The applicant shall submit complete landscape planting and irrigation plans that are consistent with the requirements of the Water Conservation Ordinance and Zoning Code requirements for landscaping/parking lot shade to this Department for review prior to issuance of building permits for the project.

Thank you for the opportunity to review this project. If you have any questions, please contact me at 874-7911.

JES:smb



City Council/Planning Agency Report

November 3, 2003

Project: Anatolia Recreation Center
File: RC-03-011
Request: A public hearing to consider a Conditional Use Permit to allow an outdoor recreation center within the Anatolia Master Planned Community.
Location: Southeast corner of Chrysanthy Boulevard and Anatolia Drive
APN: 067-0300-009
Planner: Kathleen Franklin, Assistant Planner

<u>APPLICANT/OWNER/DEVELOPER:</u>	<u>ENGINEER:</u>
Sunridge Anatolia Investors Niki Doan 7700 College Town Drive, #101 Sacramento, CA 95826	Lennar Communities Don Barnett 2240 Douglas Boulevard, #200 Roseville, CA 95661

Recommendation

1. Adopt Resolution No. 71-2003 of the City Council of the City of Rancho Cordova approving a Conditional Use Permit for project No. RC-03-011, Anatolia Recreation Center, subject to the findings and attached Conditions of Approval.

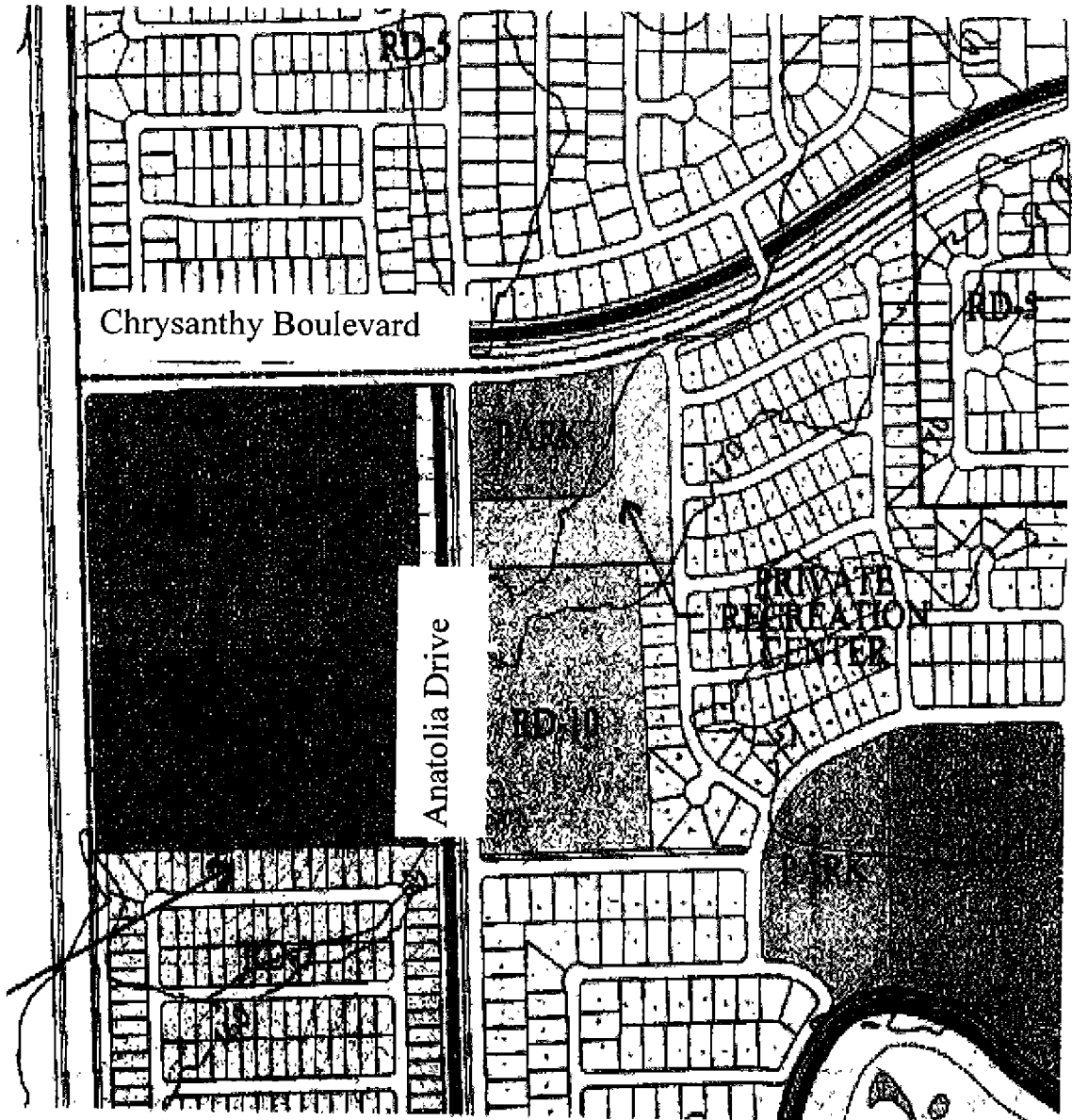
Background

The applicant is requesting approval of the Conditional Use Permit to allow the construction of an outdoor recreation facility within the Anatolia Master Planned Community. On December 23, 2002 the County of Sacramento received the application for a Conditional Use Permit to allow the outdoor recreation use in the RD-5, RD-10 and "0" zones on approximately 3.9 acres. The proposed project site is adjacent to 4.0 acres of proposed public park land on the corners of Chrysanthy Boulevard and Anatolia Drive.

The project was reviewed by the Cordova Community Planning and Advisory Council (CorPAC) on April 10, 2003. No community opposition was received and CorPAC recommended approval of the project with a 12-0 vote.

LOCATION MAP

Sunrise Boulevard



Land Use Relationships with Adjacent Properties:

	<u>General Plan Land Use Designation</u>	<u>Zoning and Community Plan Designations</u>	<u>Existing Land Use</u>
Subject Property	MDR	RD-5, RD-7, O	Vacant
North	MDR	O, RD-5	Vacant
East	MDR	RD-5	Vacant
South	MDR	RD-10, RD-5	Vacant
West	LDR	RD-20	Vacant

ANALYSIS:

The applicant proposes to construct an outdoor recreation center within the Anatolia Master Planned Community. The recreation facility site is large enough to support 3 swimming pools, two spas, large gathering areas and an 11,000 square foot clubhouse. The Anatolia Recreation Center is an integral part of the approved Master Planned community and will be owned and operated by the Anatolia Homeowners Association. The facility will be open to the members and guests of the Homeowners Association.

Outdoor recreational facilities are allowed in all residential land use zones with the issuance of a conditional use permit. Title II, Section 201.02, of the Residential Land Use Tables states that the use permit may include indoor facilities if the appropriate authority finds that they are clearly accessory to the requested outdoor use. It is staff's opinion that the clubhouse, which will include locker rooms, a small fitness center, a party room, and a community "living room", would be accessory to the pools, spas and gathering areas of the outdoor facility. The clubhouse will cover approximately 6% of the total site.

Originally the subdivision map showed RD-10 zoning on the corner of Anatolia Drive and Chrysanthy Way, with the park site behind the proposed RD-10. The applicant is proposing to move the park site to the corner of Anatolia Drive and Chrysanthy Way to provide better accessibility to the park by the public. The proposed recreation center will be behind the park and will be located on the open space "O" and RD-10 zoned property. One single-family RD-5 lot from Anatolia Village 9 is also being incorporated into the recreation center site.

The park/recreation center interface has been designed to compliment each of the uses and some shared parking is provided. The Cordova Recreation and Park District has endorsed the concept of the joint venture of a public park and private recreation center.

There are a total of 153 proposed parking spaces for the indoor/outdoor recreation center. The Zoning Code requirement for the proposed use is 147 spaces.

Boundary Line Adjustment

Modifications from the Anatolia II Tentative Subdivision Map are required to accommodate the project, including modification of the Recreation Center parcel and adjacent parkland configuration. The majority of the proposed project site is located on a parcel that was created through recordation of the Anatolia II Large Lot Map. Additionally, portions of the proposed project are located on adjacent Large Lot Map parcels. The following actions will be required prior to issuance of building permits:

- Recordation of Final Maps for Units 9A and 9B of the Anatolia II subdivision
- Boundary Line Adjustment involving existing parcels designated the Recreation Center, a proposed park, and land within Unit 9B of the Anatolia II subdivision

The applicant has already submitted an application for the Boundary Line Adjustment described above. The Boundary Line Adjustment will be recorded after the subdivision maps for Anatolia II Village 9a and 9b have been recorded. Staff has included a condition of approval that no building permits shall be issued until the maps are recorded and the BLA is approved.

Design Review

Detailed plans for this project have not yet been submitted by the applicant. Once such plans are submitted, staff shall initiate Design Review and will present the project to the City Council for consideration. Staff has included a condition of approval that no building permits for the project may be issued until City Council has conducted Design Review and approved the project.

ENVIRONMENTAL ANALYSIS:

A Mitigated Negative Declaration (MND) was prepared for the Anatolia Subdivision Maps I, II, and III. The private recreation center was addressed within the MND, therefore no further environmental review is required.

FINANCIAL IMPLICATIONS TO CITY:

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

CONCLUSION:

The proposed outdoor recreation use is conditionally allowed and it was determined that the project would not have any adverse environmental impacts. The Cordova Recreation and Park District has endorsed the establishment of the recreation center in conjunction with the neighborhood park, stating that the "joint venture between private and public recreation has unlimited possibilities". The whole facility will be owned and operated by the Homeowner's Association at no cost to the City.

RECOMMENDED MOTIONS:

1. "I move the City council adopt Resolution No. 71-2003 approving the Conditional Use Permit, along with the Site Map (Exhibit A) and Conditions of Approval (Exhibit B), and subject to the findings contained in Resolution No. 71-2003".

ATTACHMENTS:

- A. Resolution approving the Conditional Use Permit
- B. Community Council (CorPAC) Referral dated 4/10/2003
- C. Cordova Recreation and Park District letter dated 10/31/02
- D. Agency Comment letters
- E. Project Plans

RESOLUTION # 71-2003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITIONAL USE PERMIT FOR THE ANATOLIA RECREATION CENTER
PROJECT # RC-03-011**

WHEREAS, Lennar Communities (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Conditional Use Permit to allow an outdoor recreation center on land zoned RD-5, RD-10 and "O" (Assessor's Parcel Number 067-0300-009); and

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

WHEREAS, the project was reviewed as a part of the Mitigated Negative Declaration prepared for Anatolia Villages I, II, and III by the County of Sacramento Department of Environmental Review and Assessment and adopted by the Sacramento County Board of Supervisors.

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

1. Find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions and Development Agreement, adopted by the Sacramento County Board of Supervisors, adequately addressed the environmental impacts for the project.

- a. Finding: The proposal has been reviewed per the California Environmental Quality Act (CEQA).

Evidence: The proposed project was reviewed as a part of the Mitigated Negative Declaration for the Anatolia Villages I, II, and III which was prepared per CEQA requirements.

- b. Finding: The project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

Evidence: The proposed project is part of the Mitigated Negative Declaration for the Anatolia Villages I, II, and III. Environmental issues have been addressed within that document and have been mitigated so that there is no potential for any adverse effect, either individually or cumulatively on wildlife resources.

2. Approve the Conditional Use Permit subject to the Site Plan (see Exhibit A) and the Conditions of Approval (see Exhibit B) and the following Findings:

- c. Finding: The establishment, maintenance and operation of the use, building, or structure applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. (Zoning Code §110-30)

Evidence: The proposed project use is allowed in residential zones with the approval of the Conditional Use Permit. The project was analyzed under CEQA and determined to have no significant environmental impacts. The project will add to the recreational opportunities for the families living in the Anatolia communities. The project will be an enhancement to the health, safety and general welfare by providing an area for families to gather to exercise and be a part of the overall community. Therefore, staff has determined that there will be no negative impacts from the proposal that would result in a significant detrimental impact on adjoining or neighboring properties if the conditions of approval are adopted.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of November, 2003.

DAVID ROBERTS, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

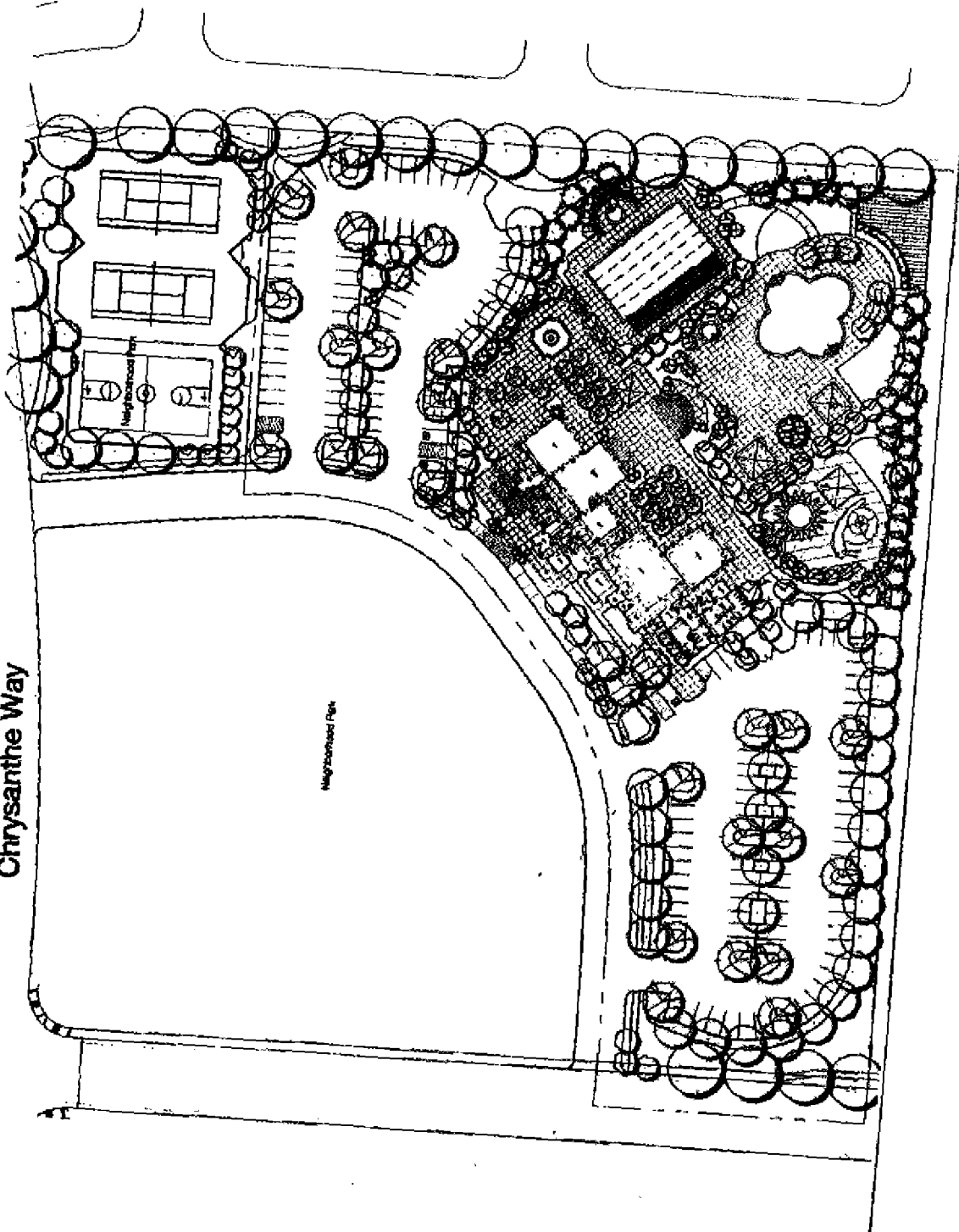
APPROVED AS TO FORM:

DIANA BIDDLE
CITY CLERK

STEVEN MEYERS
CITY ATTORNEY

Exhibit A

Chrysanthe Way



Anatolia
Club House
Rancho Cordova, California

Anatolia Recreation Center		3.9 A
Recreation Center		4.0 A
Public Park		
Applicant:		
Local Contractors		
2240 Douglas Blvd #200		
Rockville, CA 95761		
Owner:		
Surridge Anatolia Inc.		
2700 College Town Dr. #101		
Sacramento, CA 95823		
Building Area:		
1st Floor	1,100	6,440 SF
2nd Floor	1,100	2,512 SF
Total	2,200	8,952 SF
Parking:		
Total Required:	147	11,167 SF
Per 1,000 SF	4	
Existing Parking	147	
Additional	0	
Total	147	
Total Required:		
Per 1,000 SF		
Existing Parking		
Additional		
Total		
Salon (50%)	50	
Pool (50%)	50	
Kitchen (50%)	50	
Day Care (50%)	50	
Office (50%)	50	
Leisure (50%)	50	
Total	250	
Existing Land Use:		
Zoning		
Engineer:		
MSA Engineering		
1840 Blue Gate Road #20		
Rockville, CA 95761		
(916) 781-4155		
Architect:		
Design Collaborative		
2701 Professional Dr. #200		
Rockville, CA 95761		
(916) 781-4155		
Landscaper:		
The N.A. Group		
1840 Blue Gate Road #20		
Rockville, CA 95761		
(916) 447-7400		

July 15, 2003



Exhibit B- CONDITIONS OF APPROVAL

	<u>Conditions of Approval</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The entitlement approved by this action is a Conditional Use Permit to allow the construction of an outdoor recreation center and clubhouse in the Anatolia Master Planned Community subject to the City Council report and associated Exhibits and Attachments, dated November 3, 2003.	On-Going	City of Rancho Cordova – Planning Department	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	City of Rancho Cordova – Planning Department	
3.	The applicant shall hold harmless the City, its Council members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	City of Rancho Cordova – Planning Department	
4.	All outstanding billings for the processing of this application shall be paid in full prior to the issuance of Building Permits.	On-Going	City of Rancho Cordova- Planning Department	
5.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of Sacramento County Water Agency prior to Final Map approval.	Prior to Recordation of Final Map	County of Sacramento – Department of Water Resources	
6.	Anatolia II Village 9a and 9b shall record prior to the recordation of the proposed Boundary Line Adjustment.	Prior to Recordation of Boundary Line Adjustment	City of Rancho Cordova – Planning Department	

Exhibit B- CONDITIONS OF APPROVAL

7.	A Boundary Line Adjustment shall be recorded before issuance of Building Permits.	Prior to Issuance of Grading or Building Permits	City of Rancho Cordova – Planning Department	
8.	The size, number, and location of driveways shall be to the satisfaction of the Department of Transportation. Note: Driveway widths of 35 feet should be provided on minor streets.	Improvement Plan Submittal	City of Rancho Cordova – Department of Transportation	
9.	Traffic control locations will be determined at time of improvement plan submittal.	Improvement Plan Submittal	City of Rancho Cordova – Department of Transportation	
10.	Connection to the public sewer system shall be required to the satisfaction of CSD-1. Construction of public collector sewer, both on-site and off-site will be required to the satisfaction of CSD-1. Sewer easements may be required. Design of public sewer shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance.	Improvement Plan Submittal	CSD-1	
11.	If native oak trees are located on the site, they shall be located on the site plan and shall be preserved and protected to the extent possible pursuant to the Sacramento County Tree Preservation Ordinance.	Improvement Plan Submittal	County of Sacramento – Department of Transportation – Landscape Design and Tree Section	
12.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.	Improvement Plan	County of Sacramento – Department of Water Resources	
13.	Traffic control devices shall be installed where needed to the satisfaction of the Department of Transportation.	Prior to Issuance of Building Permits	City of Rancho Cordova – Department of Transportation	
14.	The applicant shall submit complete landscape planning and irrigation plans that are consistent with the requirements of the Water Conservation Ordinance and Zoning Code requirements for landscaping/parking lot shade to the Department of Transportation for review prior to issuance of building permits for the project.	Prior to Issuance of Building Permits	City of Rancho Cordova – Planning Department	
15.	Building permits for this project will not be issued until	Prior to Building Permit	County of Sacramento –	

Exhibit B- CONDITIONS OF APPROVAL

	agreements and financing for supplemental water supplies are in place.		Department of Water Resources	
16.	No building permit shall be issued until the developer/applicant has constructed initial phase water supply facilities with sufficient capacity to deliver up to approximately 2,265 AFA to the SunRidge Specific Plan area to the satisfaction of SCWA.	Prior to Building Permit	County of Sacramento – Department of Water Resources	
17.	Developer/applicant shall pay any SCWA development fee for development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development within the SunRidge Specific Plan, as determined by the Sacramento County Department of Water Resources.	Prior to Building Permit	County of Sacramento – Department of Water Resources	
18.	The owner/developer shall pay the Sacramento County Water Agency up to \$1,000 per equivalent dwelling unit at the time of the building permit to fund a faire share portion of any water project(s) identified by the SCWA Board of Directors that optimizes available local groundwater resources.	Prior to Building Permit	County of Sacramento – Department of Water Resources	
19.	Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to Building Permit	County of Sacramento – Department of Water Resources	
20.	The developer shall pay the dwelling unit allocation pursuant to Section 3.3.4 of the Sunridge Specific Plan based on 4.3 acres at 10 units to the acre.	Prior to Building Permit	City of Rancho Cordova – Planning Department	
21.	The applicant will apply for and will receive approval for Design Review before issuance of Building Permits.	Prior to Building Permit	City of Rancho Cordova – Planning Department	

ADVISORY COMMENTS

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

COMMUNITY COUNCIL REFERRAL

CONTROL NO.: 02-14P Attachment B

Date: 12-23-02

APPLICANT: Lennar Communities S.A.P.N.: 067-0030-009 ZONING: RD10, 0'
 ADDRESS: 2240 Douglas Blvd, Suite 200 CONTACT PERSON: DON BARNETT COM. PLAN: ---
Roseville, CA 95661 TELEPHONE: 1-916-783-3224 GEN. PLAN: UDA

REQUEST: A Use Permit to allow an outdoor recreation center & clubhouse on 7.9 acres in the RD10 and 0' zones.

☒ PRIMARY COMMUNITY COUNCIL
COSUMES

☒ ADJACENT COMMUNITY COUNCIL
Cordova

(If Applicable)

HEARING BODY: Proj. DC

REVISED APPLICATION: ---

DATE: ---

Planning Department
 Project Manager: Chris Castorina

RETURN BY: ---

(Date)

ADVISORY COUNCIL COMPLETE THIS SECTION - PLEASE PRINT OR TYPE

1. Meeting date(s) at which proposal discussed: April 10th, 2003
2. Number of council members present: 8 Quorum: YES NO ---
3. Applicant notified of meeting(s): YES --- NO --- Applicant present: YES X NO ---
4. Neighbors Contacted: YES --- NO ---
5. Is the proposal compatible with the area or neighborhood in which proposed: YES NO ---
6. Summarize neighborhood response or reaction: N/A

7. Council motion on proposal: Accept motion as presented
8. Council vote on motion: for: 8 against: 0 abstained: 0 absent 5
9. Comments on recommendation: ---

RECEIVED

APR 23 2003

PLANNING DEPT.
 County of Sacramento

Theresa Holt (Acting Chair)
 Chairperson or Secretary

4/21/03
 Date

FOR ADDITIONAL SPACE PLEASE USE REVERSE SIDE

Return to: SACRAMENTO COUNTY PLANNING DEPARTMENT
 827 - 7th Street, Room 230
 Sacramento, CA 95814
 ATTN: CPAC Secretary



Cordova Recreation & Park District

Attachment C

2197 Chase Drive • Rancho Cordova, CA • 95670-2098

REC'D NOV 1 2002

October 31, 2002

Mr. Donald A. Barnett,
Community Planning Manager
Lennar Communities
2240 Douglas Blvd., Suite 200
Roseville, CA 95661

Dear Mr. Barnett,

Thank you for offering your expertise in the Sunridge Development, Anatolia I, II, and III, and including the Sunridge II development into the future. The conceptual drawing of your proposed private recreation center is a fairly new concept in housing developments, and one that has tremendous potential.

Please be advised that the Cordova Recreation Park District certainly endorses this concept in conjunction with a neighborhood park for the proposed Anatolia development. We believe that a joint venture between private and public recreation has unlimited possibilities, and one that may be a strong concept for the future. Joint recreation ventures between private and public entities has the potential to offer new types of recreation programming to residents without ever having to leave their communities. We laud and commend Lennar Homes for developing this concept and we are anxious to work with you in the Anatolia project.

Not having worked with Lennar in the past, it is certainly evident why you have become the premier home builder in the United States. I have worked in the public recreation sector for over 38 years and having worked with many different builders, it is evident that your Company is creative and shows a willingness to incorporate quality recreational features in your developments.

We look forward to work with you and Lennar.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jerry Steinke", with a long horizontal flourish extending to the right.

Jerry Steinke
District Administrator

**COUNTY OF SACRAMENTO
INTER-DEPARTMENT CORRESPONDENCE
DEPARTMENT OF WATER RESOURCES**

MEMORANDUM

Date: April 8, 2003
To: Christopher Castorena
Planning and Community Development Department
From: Bob Gardner *RG*
Water Supply – Zone 40 Planning and Development
Subject: Anatolia Outdoor Recreation Center and Clubhouse Use Permit
02-UPP-0844

Water Supply has reviewed the above application and submits the following conditions and comments:

- ✓ • Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of Sacramento County Water Agency prior to Final Map approval.
- ✓ • Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.
- Project proponents, future successors or interests shall comply with all 'Water Supply' provisions established in Ordinance Number SZC 2002-0014, Control Number 93-0243.
- ✓ • Entitlements for urban development within the Sunrise Douglas Plan area (i.e. subdivision maps, parcel maps, use permits, building permits, etc.) shall not be granted unless agreements and financing for supplemental water supplies are in place, consistent with the General Plan Policy CO-20.
- The developer/applicant shall acquire property and construct groundwater extraction, treatment, pumping and water storage facilities for the SCWA and shall transfer any and all rights thereto to the SCWA. Credits and/or reimbursements due developer/applicant as a result of the construction of such facilities shall be granted pursuant to the terms of the adopted Finance Plan.
- ✓ • No building permit shall be issued until the developer/applicant has constructed initial phase water supply facilities with sufficient capacity to deliver up to approximately 2,265 AFA to the SunRidge Specific Plan area to the satisfaction of SCWA.

- No building permits shall be issued for urban development within the SunRidge Specific Plan area that requires more than 2,265 AFA until subsequent phases of water supply facilities have been constructed that provide sufficient water to provide for such development to the satisfaction of SCWA.
- ✓ • Developer/applicant shall pay any SCWA development fee for development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development within the SunRidge Specific Plan, as determined by the Sacramento County Department of Water Resources
- Prior to operation of any NVWF facilities, developer/applicant shall construct groundwater monitoring wells to monitor the impacts of the NVWF operation on local groundwater elevations and groundwater contaminant movement. The number, location and design of said monitoring wells shall be subject to the approval of the Sacramento County Department of Water Resources
- No tentative map shall be approved until developer/applicant enters into an agreement with the SCWA to fund a North Vineyard Well Insurance Program that will be administered by the SCWA. Said well insurance program shall follow the guideline established in Ordinance NO. SZC 2002-0014
- ✓ • The owner/developer shall pay the Sacramento County Water Agency up to \$1,000 per equivalent dwelling unit at the time of the building permit to fund a faire share portion of any water project(s) identified by the SCWA Board of Directors that optimizes available local groundwater resources
- Prior to the approval of any tentative maps, sites shall be reserved for water storage and treatment facilities and for future wells to the satisfaction of Sacramento County Department of Water Resources. Compensation for these sites will be fixed at the appraised fair market value on the date the Specific Plan is approved by the Sacramento County Board of Supervisors

The following requirements are project conditions not subject to tentative map approval:

- ✓ • Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.

Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the Sacramento County Landscape Water Conservation Ordinance (Chapter 14.10 of the Sacramento County Code) to the satisfaction of the County Landscape/Oak Tree Coordinator.

If you have any questions, please feel free to call me at (916) 874-8433 or email me at GardnerB@SacCounty.net

Zone 40: Yes
Zone 41: Yes

Cc: file

RECEIVED

MAY 02 2003

COUNTY OF SACRAMENTO

Inter-Agency Correspondence

PLANNING DEPT.
County of Sacramento

April 30, 2003

To: Christopher Castorena, Planning & Community Development Department
Bob DeMorales, DERA

From: 
Tammy Urquhart, Associate Civil Engineer
Department of Transportation

Subject: **ANATOLIA OUTDOOR RECREATION CENTER AND CLUBHOUSE**
Use Permit
Control No.: 02-UPP-0844
APN: 067-0030-009
Thomas Bros.: 300 D-7
Location: Southeast side of Sunrise Boulevard and Douglas Road

The Department of Transportation has reviewed the above referenced project and recommends the following conditions of approval relating to right-of-way, access, and improvement requirements:

The size, number, and location of driveways shall be to the satisfaction of the Department of Transportation. Note: Driveway widths of 35 feet should be provided on minor streets.

Provide a 30-foot half width along park frontage for on-street parking. Note: If the park will be providing recreational areas such as soccer fields and/or baseball fields, then on site parking will be required.

Traffic control devices shall be installed where needed to the satisfaction of the Department of Transportation. Traffic control locations will be determined at time of improvement plan submittal.

Please contact LD&SIR for additional improvement requirements.

If you have any questions, please call me at 874-5677.

TLU

c: Jeff Clark



10545 Armstrong Avenue

Mather

California

95655

Tele: [916] 876-6000

Fax: [916] 876-6160

Website: www.srscsd.com

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District Manager

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Collection Systems Manager

January 24, 2003
E225.000

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JAN 27 2003

**PLANNING DEPT.
County of Sacramento**

Mr. Christopher Castorena
Planning and Community Development
827 Seventh Street, Room 230
Sacramento, CA 95814

Dear Mr. Castorena:

**Subject: Anatolia Outdoor Recreation Center and Clubhouse Use Permit
APN: 067-0030-009
Control No. 02-UPP-0844**

County Sanitation District 1 (CSD-1) has reviewed the subject documents and has the following comments.

CSD-1 Conditions:

Connection to the public sewer system shall be required to the satisfaction of CSD-1.

In order to obtain sewer service, construction of public collector sewer, both on-site and off-site, will be required to the satisfaction of CSD-1. Sewer easements may be required. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.

The project will be serviced by developer funded off-site interim facilities, specifically the Anatolia Lift Station and force main. The project shall participate in its fair share of costs of interim facilities. Interim facilities shall be provided on a first come, first served basis.

CSD-1 Advisories:

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

If you have any questions regarding these comments, please call me at 876-6094.

Sincerely,

Jeff Ateberry, P.E.
Local Sewer Engineering

JA:jp

cc: Christoph Dobson / Wendy Haggard

castorena.012403.ltr

RECEIVED

MAR 05 2003

COUNTY OF SACRAMENTO

Inter-Department Correspondence

PLANNING DEPT.
County of Sacramento

February 20, 2003

To: Christopher Castorena, Project Manager
Planning Department

From: Jim Schubert 
Landscape Design and Tree Section
Department of Transportation

Subject: Development Plan Review
Anatolia Outdoor Recreation Center and Clubhouse
APPLICATION CONTROL NUMBER: 02-UPP-0844
APN: 067-0030-009

Staff of this Department has reviewed the proposed site plan and has the following comments/recommendations:

- There are no existing trees identified on the site plans. If native oak trees are located on the site, they shall be located on the site plan and shall be preserved and protected to the extent possible pursuant to the Sacramento County Tree Preservation Ordinance.
- The applicant shall submit complete landscape planting and irrigation plans that are consistent with the requirements of the Water Conservation Ordinance and Zoning Code requirements for landscaping/parking lot shade to this Department for review prior to issuance of building permits for the project.

Thank you for the opportunity to review this project. If you have any questions, please contact me at 874-7911.

JES:smb

Staff Report



Date: November 3, 2003

To: Honorable City Council

From: Yvonne DeHaan, Code Enforcement Program Manager
Adam U. Lindgren, Assistant City Attorney

Subject: Ordinance Amending Title 3, Chapter 1, Article 1, Sections 301-04.7 and 301.04.8 of the Zoning Code Related to the Parking and Storage of Vehicles on Private Property

RECOMMENDATION

- Open public hearing
- Receive staff report
- Receive testimony
- Close hearing
- Waive the first reading and introduce the attached ordinance

BACKGROUND

The City's Zoning Code, as drafted by the County, currently has two sections that specifically regulate the parking and storage of vehicles on private property:

1. Section 301-04.7, "Storage of Unregistered and/or Inoperable Private Vehicles," which, regulates the storage of inoperable, unregistered and non-operational vehicles on properties zoned for residential and agricultural lots; and
2. Section 301-04.8, "Yard Parking Restrictions," which restricts the amount of a lot's front and side street yards that may be used for the parking and storage of vehicles. This section, which was originally enacted by the County in 2002, also establishes surfacing requirements for parking and storage areas and allows the Planning Department to approve deviations from the requirements.

Previous discussions by the Council have highlighted the need to revise these sections to better meet the needs of the City. As a result, the Council has previously directed City Staff to analyze the two sections and draft revisions.

Proposed Revisions

Section 301-04.7

Substantive changes under this section include:

- **New standards for shielding vehicles from public view.** The existing ordinance requires vehicles to be parked behind a six-foot high solid wood fence and not be visible from a public street. This requirement has been revised to require that vehicles now be stored behind a fence, wall, or other structure of sufficient design to completely shield the vehicle from public view. These changes will allow the City to protect views from other public areas, not just streets, but will give property owners some additional flexibility with respect to how they shield their vehicles from public view.
- **The section now clarifies that vehicles stored on trailers, etc. are subject to the storage restrictions.**
- **Application to Industrial and Commercial zones.** The application of the section is being expanded beyond properties zoned as residential or agriculture, and the section now also prohibits, with limited exceptions, the storage of unregistered and inoperable vehicles within the public view on commercial and industrial properties. This has been included due to the lack of specific reference in other parts of the Zoning and Municipal Codes to the storage of inoperable vehicles in non-residential areas. Currently, vehicles left on commercial parcels, including vacant lots, are not addressed and allow for the opportunity for serious blight issues to develop. With the current increase in abandoned vehicle enforcement on the street, it is possible that vehicles may begin to accumulate on properties where enforcement is not as clearly defined and enforceable.

Section 301-04.8

Substantive changes under this section include:

- **Clarification that the parking or storage of vehicles in the front and side street yards is prohibited unless it is done so in accordance with the requirements of the section.**

- **Elimination of the distinction between different sized lots with respect to surfacing requirements.** Under the new ordinance, parking and storage areas in all lots must have a hard surface consisting of asphalt, concrete, brick or cobblestone.
- **Revision of the criteria for allowing deviations.** The criteria for allowing deviations under the existing ordinance are vague and the section lacks direction on how to apply the criteria in the decision-making process. These are problems that could result in the inconsistent application of the section deviation requests. As a result, changes have been made to provide more rigid standards and direction to the Planning Director.

Requested Motion

"I move that the City Council waive the first reading and introduce the ordinance amending Title 3, Chapter 1, Article 1, sections 301-04.7 and 301.04.8 of the Zoning Code related to the parking and storage of vehicles on private property. "

ATTACHMENTS

1. Draft Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. 22-2003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE 3, CHAPTER 1, ARTICLE 1, SECTIONS 301-04.7 AND 301-04.8 OF THE ZONING CODE RELATED TO THE PARKING AND STORAGE OF VEHICLES ON PRIVATE PROPERTY

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

SECTION 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Municipal Code, Title 3, Chapter 1, Article 1, Sections 301-04.7 And 301-04.8 related to the parking and storage of vehicles on private property.

SECTION 2: CEQA Findings

Finding: The amendment to the Rancho Cordova Municipal Code establishing regulations pertaining to parking and storage of vehicles is exempt from the California Environmental Quality Act under CEQA Guideline Section 15061.

Evidence: The proposed amendment to establish vehicle parking and storage regulations will not have the potential to degrade the quality of the environment. The regulations and enforcement thereof does not negatively impact the environment because its purpose is to enhance the aesthetic quality of the environment. The proposed regulations do not substantially change the allowed use or development standards of a property governed by the underlying zoning district regulations.

SECTION 3: Title 3, Chapter 1, Article 1, Section 301.04.7 of the Rancho Cordova Zoning Code is hereby amended to read as follows:

301-04.7. Storage of Unregistered and/or Inoperable Private Vehicles

(a) Storage of not more than two (2) unregistered or inoperable vehicles may be allowed outside a fully enclosed building on a parcel of land located in any agricultural, agricultural-residential, residential, interim agricultural holding, interim estate, or interim residential zone, provided the following standards are met:

- (a1) The parcel size is 10,000 square feet, or larger, for the first vehicle and that 5,000 additional square feet is provided for the second vehicle.

- (b2) Vehicles are the legal property of the same person/family who resides in the on-site dwelling, as evidenced by proof of registration or a Certificate of Ownership issued by the Department of Motor Vehicles.
- (e3) Vehicles shall not be stored in the front yard or side street yard.
- (d4) Vehicles shall be stored behind a ~~six (6) foot high solid wood fence, wall or other structure of sufficient design to completely shield the vehicle(s) from public view and not be visible from any public street.~~
- (e5) For purposes of this section, "unregistered vehicles" ~~includes~~ excludes any vehicle which is considered nonoperational pursuant to a current Certificate of Nonoperation issued by the Department of Motor Vehicles of the State of California.
- (6) Vehicles being stored in or on any operable and registered trailer, flatbed truck, or other legal means of conveyance shall be subject to the requirements of this section unless they are completely shielded from public view.

(b) Storage of any unregistered or inoperable vehicles outside of approved storage areas and within public view on commercial or industrial properties is prohibited with the exception of inoperable vehicles, which have been dropped off at a location specifically for the purpose of being repaired, relocated or destroyed, and with the consent of the owner of that property. Vehicles meeting those conditions may remain in public view no longer than 72 hours.

(c) For purposes of this section, "inoperable" shall mean the condition of a vehicle which is physically incapable of working, functioning, or otherwise operating to produce its designed effect.

SECTION 4: Title 3, Chapter 1, Article 1, Section 301.04.8 of the Rancho Cordova Zoning Code is hereby amended to read as follows:

301-04.8. Yard Parking Restrictions

(a) Vehicles subject to these provisions include all vehicles that are permitted to be driven on public streets, and any motorized vehicle, including but not limited to cars and trucks, trailers, recreational vehicles, farm equipment, motorcycles, boats, dirt bikes, ATV's, snowmobiles, and dunebuggies.

(b) Vehicle parking or storage in the required front or side street yard of any lot located in a residential zone containing a single family detached dwelling duplex, halfplex, or mobilehome shall be prohibited unless the vehicle is parked or stored on a surface meeting the requirements of subsection (c). ~~limited to not more than the greater of the following:~~

- ~~(1) 40% of the required front or side street yard area; or~~
- ~~(2) The paved area leading directly to a carport or enclosed garage; or~~
- ~~(3) 400 square feet.~~

(c) Surfacing Requirements:

- ~~(1) The following surfacing requirements shall apply to parcels located in residential zones that are less than 15,000 square feet in size: Areas in the front or side street yard used for vehicle parking or storage shall have a hard surface consisting of asphalt, concrete, or grouted continuous brick or cobblestone.~~
- ~~(2) The following surfacing requirements shall apply to parcels located in residential zones that are 15,000 square feet in size or greater: Areas in the front or side street yard used for vehicle parking or storage shall be kept in a dust free condition. Dust free surfaces shall consist of, at a minimum, gravel, turfstone, chipseal, paving stones, or silicon coating.~~

For lots with front and side street yard areas totaling more than 1000 square feet total, the surface area in the front or side street yard used for vehicle parking or storage shall be no more than 40% of the required front yard area and/or 40% of the required side street yard area.

- ~~(3) For lots with front and side street yard areas totaling 1,000 square feet or less, the surface area in the front or side street yard used for vehicle parking or storage shall be no more than 400 square feet of the total front and side street yard area.~~
- ~~(4) Areas of the front and side street yard used for the parking or storage of vehicles shall be non-separated and continuous, except that corner lots may have two separate parking areas. For purposes of calculating surface area in instances where intermittent surfacing methods such as~~

paving strips are used, the unpaved areas between strips or other intermittent paving surfaces shall count toward the total surface area calculation in subsections (c)(2) and (c)(3).

- (5) The edge of any parking and storage area in the front or side street yard shall be at least three (3) foot from the boundary line of any adjacent property.

(d) Deviations from ~~this~~ these standards may be approved by the Planning Department Director, or his or her designated representative. Requests for deviations shall be submitted in writing to the Planning Director and shall at a minimum identify the applicable standard and the nature of the deviation requested. The Planning Department Director, or his or her designated representative, shall consider ~~would use~~ the following criteria in determining whether to approve a deviations:

- (1) Compatibility of the deviation with surrounding properties. Evidence of compatibility may be supported via submission of written concurrence from adjoining property owners.
- (2) ~~Written concurrence from adjoining property owners.~~ Design compatibility in accordance with any applicable design regulation, policy or guideline of the City other than those in this section.
- (3) ~~Approval by the CPAC~~ Conformance of the deviation with any other applicable regulation, policy or guideline of the City other than this section.
- (4) General compatibility with existing properties within the vicinity of the proposed site.

If a proposed deviation is found to satisfy all four criteria, the deviation shall be granted. Proposed deviations that do not satisfy all four criteria shall not be granted. A written notice of the Planning Director's determination shall be mailed to the party requesting the deviation, and in the case where the deviation has not been granted, the notice shall indicate the reason(s) for the denial.

(e) These provisions shall apply to all residential properties upon the effective date of this ordinance. Non-conforming parking and storage areas that exceed the surface area requirements under subsections (c)(2) and (c)(3) paragraph (a) above shall not be used for vehicle parking or storage to the extent such parking and storage area exceeds the surface area requirements set forth in subsections (c)(2) and (c)(3) above. Nothing in this section shall result in any parking and storage area, which was illegal under City of Rancho Cordova law

prior to the effective date of this ordinance, being deemed a legal non-conforming use absent the approval of a deviation pursuant to subsection (d).

SECTION 5: Ordinance Supersedes County Code as Adopted by City

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title 3, Chapter 1, Article 1, Sections 301.04.7 and 301.04.8 of the Rancho Cordova Zoning Code, as amended, shall supercede Title 3, Chapter 1, Article 1, Sections 301.04.7 and 301.04.8 of the Sacramento County Zoning Code.

SECTION 6: Severability

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

SECTION 7: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published in accordance with California Government Code Section 36933(a) and Rancho Cordova Resolution No. 20-2003 and shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED this ____ day of _____, 2003, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

Memorandum

Date: November 3, 2003

To: Honorable City Council
Ted A. Gaebler, City Manager



From: Gene Albaugh, Director of Finance/Treasurer

Subject: Statement of Investment Policy

Recommendation: Discussion, consideration and adoption of a Resolution establishing the first Statement of Investment Policy for the City of Rancho Cordova.

Background and Discussion: The California Government Code provides for investment of local agency funds in a variety of permitted investments. This Policy covers all funds and investment activities under the direction of the City of Rancho Cordova. Its objectives include safety, liquidity, yield, market-average rate of return, diversification, prudence and public trust.

This investment policy is based on the "prudent investment standard" which states: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and like aims, to safeguard the principal and maintain the liquidity needs of the City."

At least quarterly, the Treasurer shall submit an investment report to your City Council, the City Manager and the City's Accountant-Auditor. The Statement of Investment Policy is specific in the types of permitted investments the City Treasurer may make and includes a maximum portfolio concentration, minimum quality of the investment and the maximum maturity period.

The Statement of Investment Policy must be reviewed and approved annually by the City Council.

Fiscal Impact: The City recognizes that investment risks can result from issuer defaults, market price changes of various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk.

AGENDA ITEM # 10a.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A STATEMENT OF INVESTMENT POLICY**

WHEREAS, pursuant to Government Code Section 53600.6 the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

WHEREAS, the City Council may invest surplus monies not required for the immediate necessities of the City in accordance with the provisions of California Government Code Sections 5920 et seq. and 53601 et seq.; and

WHEREAS, the Director of Finance/Treasurer of the City of Rancho Cordova shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the City Council at a public meeting per Government Code Section 53646 (a); and

WHEREAS, it shall be the policy of the City of Rancho Cordova to invest funds in manner which will provide the highest investment return possible consistent with maximum security while meeting daily cash flow demands and conforming to all other statutes governing the investment of City funds; and

WHEREAS, the investment policy shall apply without exception to any and all financial assets and funds of the City of Rancho Cordova.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova has received, reviewed and adopts the City of Rancho Cordova Statement of Investment Policy set forth in **Attachment 1**.

PASSED AND ADOPTED THIS 3rd day of November, 2003, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Dave Roberts, Mayor

ATTEST:

Diana Biddle, Interim City Clerk

CITY OF RANCHO CORDOVA

STATEMENT OF INVESTMENT POLICY

I. INTRODUCTION

This statement will identify various policies and procedures that will foster a prudent and systematic investment program and which will organize and formalize investment-related activities. The related activities, which comprise good cash management, include:

- A. Accurate cash projections
- B. Timely collection of revenues
- C. Control of disbursements
- D. Cost-effective banking relations

II. SCOPE

This policy will cover all funds and investment activities under the direction of the City of Rancho Cordova or its investment managers.

III. OBJECTIVES

A. Safety

The primary objective of this policy is to protect, preserve and maintain cash and investments of the City of Rancho Cordova.

B. Liquidity

An adequate percentage of the portfolio will be maintained in liquid short-term securities, which can be converted to cash as necessary to meet disbursement requirements. The liquidity percentage will be determined from time to time from projected cash flow reports. Investments will be made in securities with active secondary or resale markets. Securities with low market risk will be emphasized.

C. Yield

Within the constraints of safety and liquidity, the highest and best yield will be sought.

D. Market-Average Rate of Return

The portfolio will be designed to attain a market-average rate of return, taking into account the City of Rancho Cordova's risk constraints, the cash flow characteristics of the portfolio and state law.

E. Diversification

The portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types of individual financial institutions. Excluding U.S. Government and agency securities, no more than 10% or \$250,000, whichever is less, of the portfolio may be invested in any one institution.

F. Prudence

This investment policy is based on the "prudent investment standard" which states: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency." (Government Code Section 53600.3)

G. Public Trust

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall investment return.

IV. AUTHORITY TO INVEST MONIES

Sections 53601, 53601.1 and 16429.1 of the Government Code provide legal authorization for investments of funds of local agencies. All

investments of City of Rancho Cordova shall conform to the restrictions of those laws.

V. REPORTING

A. Quarterly

1. The Treasurer shall submit a quarterly investment report to the City Council, City Manager and City Accountant - Auditor. This report will include all items required by Government Code Section 53646. These items are:
 - a. Type of investment
 - b. Institution (issuer)
 - c. Date of maturity
 - d. Amount of deposit or cost of the security
 - e. Current market value of securities with maturities over one year
 - f. Rate of interest
 - g. Statement relating the report to the Statement of Investment Policy
 - h. Statement that there are sufficient funds to meet the next six months' obligations
 - i. Accrued interest as prescribed by Government Code Section 53646.
2. The quarterly report may also include non-mandatory items such as:
 - a. Interest earned to date
 - b. Average weighted yield
 - c. Average days to maturity
 - d. Actual transactions
 - e. Percentage distribution of investment types

to establish guidelines and strategies to control credit risk, market risk and illiquidity.

In addition to these general policy considerations, the following specific policies will be followed:

- A. All transactions will be executed on a delivery versus payment basis.
- B. A competitive bid process, when practical, will be used to place all investments.

X. SAFEKEEPING AND CUSTODY

Securities purchased from broker/dealers will be held in a third-party custodian/safekeeping account except the collateral for time deposits in banks and savings and loans. The Federal Home Loan Bank of San Francisco or an approved Agent of Depository holds collateral for time deposits of thrifts. Collateral for time deposits in banks will be held in the City's name in the bank's Trust Department.

XI. STATEMENT OF INVESTMENT POLICY

Pursuant to Government Code Section 53646, the Statement of Investment Policy will be reviewed and submitted annually to the Rancho Cordova City Council.

Staff Report

Date: November 3, 2003
To: Honorable City Council
From: Steven R. Meyers, City Attorney



Captain George B. Anderson
Commander, East Division
Sacramento Sheriff's Department

Subject: AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SACRAMENTO

RECOMMENDATION

It is recommended that the City of Rancho Cordova pass the attached resolution approving the attached agreement with the County of Sacramento for four (4) deputy sheriff limited term positions for Fiscal Year 2003-04 effective July 27, 2003 and ending June 30, 2004. This agreement reflects the City Council's approval of these positions and direction to enter into this agreement moved and approved on the Council's agenda for July 21, 2003.

BACKGROUND

On July 21, 2003, the Sacramento Sheriff's Department's East Division presented a proposal to the Council that would restore four deputy sheriff positions to the East Division that were deleted as part of the County of Sacramento's budget reductions for Fiscal Year 2003-04. Three of the positions were problem-oriented policing (POP) positions and one was a school resource officer (SRO) position assigned to Cordova High School. The restored positions would be assigned to work in the City of Rancho Cordova. The Council unanimously approved the proposal with direction to the City Attorney to negotiate an agreement for services.

The County of Sacramento has placed the four deputy sheriffs assigned to this program in temporary deputy sheriff positions pending the approval of this agreement and establishment of four limited term positions that would be in effect until June 30, 2003. The officers have been providing the services agreed to since the beginning of this fiscal year without interruption. This agreement is scheduled to go before the Sacramento County Board of Supervisors on November 25, 2003.

This agreement provides for the assignment of three (3) problem-oriented policing officers and one (1) school resource officer for the City of Rancho Cordova effective July 27, 2003 through June 30, 2004 to the Sheriff's East Division. The agreement also outlines the goals and objectives of each program. The agreement has been approved as to form and content by the County Counsel and City Attorney.

AGENDA ITEM # 10b.

FISCAL IMPACT

The City of Rancho Cordova shall reimburse for the actual salary and benefits costs incurred by the Sacramento Sheriff's Department attributable to the assignment of the four POP and SRO officers. Prior to the conclusion of contract negotiations between the County of Sacramento and the Sacramento County Deputy Sheriffs' Association these costs have been estimated to be \$412,056 for the term of this agreement for four (4) deputy sheriff positions. The Sacramento Sheriff's Department shall bill the City of Rancho Cordova quarterly with the City of Rancho Cordova making payment within 45 days of invoice date.

The County of Sacramento acknowledges that the City of Rancho Cordova's projected costs for all police services for Fiscal Year 2003-04 were reduced as a result of the reduction of seven deputy sheriff positions and two community service specialist positions by the Board of Supervisors during budget hearings for Fiscal Year 2003-04. The County of Sacramento likewise acknowledges that, for purposes of calculating the total cost of all police services to be provided by the Sheriff's Department to the City during the 2003-04 fiscal year, this cost offset benefiting the City as a result of the County's budget reductions, coupled with the assignment of the POP and SRO officers pursuant to the attached agreement, may result in a total cost for services for Fiscal Year 2003-04 that will not exceed the total police services budget for the City that otherwise would have been expected had the County and the Sheriff's Department not decided to eliminate these positions as a result of budget cuts for the 2003-04 fiscal year.

The associated vehicle and services and supplies costs to support these four positions are separate from those costs identified in the compensation of personnel costs. They will be captured and billed to the City of Rancho Cordova as a cost for services for the transition year pursuant to and in accordance with the provisions of LAFCO Resolution 1243, dated May 22, 2002.

Insurance and Liability

Finally, with respect to liability, the City, as a result of the County's current insurance policies, will be responsible for reimbursing the County for any claims paid out by the County as a result of the actions of the four officers. As a result, there is no cost certainty for the City with respect to its potential liability costs.

As you are probably aware, the County is self-insured and maintains its own liability fund from which it pays out claims and related costs. When claims are paid out, the County department responsible for the claim is required to reimburse the liability fund from its budget. The reimbursement requirement is spread out over a five-year period in order to minimize the financial impact on the department. This method is also how the County has traditionally handled insurance in its service contracts with local cities, including this agreement.

The County has been working to set up and secure alternative methods of providing insurance under these types of service contracts, which will result in the establishment of fixed costs for cities. It has already done so for both the engineering and building safety

service contracts between the County and the City, and it is actively in the process of securing the same for police services. If and when the County has set up the alternative insurance, it is intended to replace the County's traditional insurance model under the terms of the Agreement. Until such time, however, the City will be responsible for the reimbursement of any and all claims paid out by the County. As of Friday, October 24, 2003, the County has estimated that they are 2-3 weeks away from having the new insurance coverage set up and City staff is hopeful that the new insurance provisions can be in place in this Agreement by the end of the year.

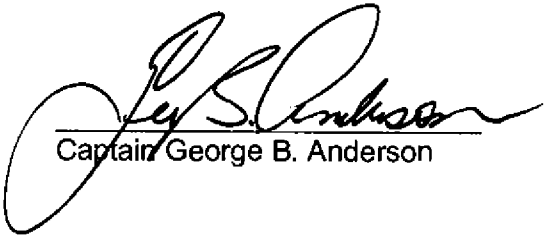
Requested Motion

"I move that the City Council adopt a resolution approving the Agreement for Supplemental Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova. "

Respectfully Submitted,

Steven R. Meyers, City Attorney

cc: Ted Gaebler, City Manager
Curt Haven, Assistant to the City Manager



Captain George B. Anderson

Attachment: Resolution with attached Agreement for Supplemental Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova

**AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO
CORDOVA**

This Agreement is made and entered into this ____ day of _____, 2003, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS:

WHEREAS, the incorporation of the City became effective July 1, 2003; and

WHEREAS, pursuant to Government Code Section 57384, the County is required to continue to provide law enforcement services within the City through June 30, 2004; and

WHEREAS, pursuant to Government Code Section 57384 and the terms and conditions of the City's incorporation, the City is required to reimburse the County for the cost of these law enforcement services over a five-year period; and

WHEREAS, in fiscal year 2002-03, the County funded a number of deputy sheriffs within the unincorporated area who were assigned to the Problem-Oriented Policing Officer ("POP") Program and the School Resource Officer ("SRO") Program operated by the Sacramento County Sheriff's Department ("Department") ; and

WHEREAS, as part of the County's proposed fiscal year 2003-04 budget, the Department proposed a Departmental-wide reduction in the number deputy sheriffs assigned to the POP Program and the SRO Program because of severe funding shortfalls; and

WHEREAS, the proposed reduction within the City would have consisted of three POP Program officers and one SRO Program officer; and

WHEREAS, the Department offered the City the option of maintaining the POP Program and the SRO Program at fiscal year 2002-03 staffing levels if the City was willing to fund the cost of the deputy sheriffs assigned to the POP Program and SRO Program within the City that would otherwise have been eliminated in fiscal year 2003-04; and

WHEREAS, the City is willing to fund the cost of these positions for the 2003-04 fiscal year pursuant to the terms and conditions of this Agreement.

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

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

2. **Goals and Objectives/School Resource Officer.** It is understood and agreed that the City and the Department share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

(a) To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies using the SRO for instruction and presentations;

(b) To make a peace officer available to serve as a mentor and role model for students;

(c) To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct, trespassers, the possession and use of weapons on campus, the illegal sale, use and distribution of controlled substances and alcohol, gang activity, and riots;

(d) To act as an integral part of the campus Crisis Response Team, and to review and give input regarding the School Safety Plan;

(e) To report serious crimes that occur on campus and to cooperate with the law enforcement officials in the investigation of crimes that occur at school;

(f) To cooperate with law enforcement officials in the investigations of criminal offenses which occur off campus; and

(g) To work cooperatively to reduce the incidence of truancy by students.

3. **Goals and Objectives/Problem-Oriented Policing Officer.** It is understood and agreed that the City and the Department share the following goals and objectives with regard to the Problem-Oriented Policing Officer (POP) Program:

(a) Communicate with community groups to identify problems and neighborhood concerns;

(b) Meet and communicate with patrol officers, detectives, and the crime analyst regarding chronic problems;

(c) Investigate complaints regarding chronic crime problems and nuisances;

(d) Engage in targeted pro-active enforcement activities;

(e) Coordinate with the Department's Neighborhood Nuisance POP officer on nuisance properties and related activities;

(f) Partner with agencies such as code enforcement, district attorney's office, building inspections, probation, parole, and children's services utilizing a multi-agency approach to problem-solving.

4. **Scope of Services.** During the term of this Agreement, Department shall employ one (1) Deputy Sheriff and assign him/her as a School Resource Officer (SRO) to Cordova High School and Mills Middle School, or to other schools located within the City of Rancho Cordova as may be agreed upon by the City and Department. The Department shall also employ three (3) Deputy Sheriffs and assign them as Problem-Oriented Policing Officers (POP) to projects and complaints occurring within the City unless otherwise agreed upon by both parties.

5. **Employment.** The POP and SRO officers shall be employees of County and the Department and shall be subject to the administration, supervision and control of the Department. The POP and SRO officers shall be subject to all personnel policies and practices of the Department and of the County.

6. **Employment Costs.** Department shall provide and pay the POP and SRO officers' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Department and Memorandum of Understandings negotiated with recognized employee organizations, including but not necessarily limited to: sick leave, vacation leave, compensatory time off, holiday in lieu, retirement contribution, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance.

7. **Compensation.**

(a) City shall reimburse Department for the actual salary and benefits costs incurred by Department attributable to the assignment of the POP and SRO officers. Prior to the conclusion of contract negotiations between the County of Sacramento and the Deputy Sheriffs'

Association these costs have been estimated to be **\$412,056** for the term of this agreement for four (4) deputy sheriff positions. The Department shall bill City quarterly. City shall make payment within 45 days of invoice date.

(b) County acknowledges that the City's projected costs for all police services for Fiscal Year 2003-04 were reduced as a result of the reduction of seven deputy sheriff positions and two community service specialist positions by the Board of Supervisors during budget hearings for Fiscal Year 2003-04. The County likewise acknowledges that, for purposes of calculating the total cost of all police services to be provided by the Department to the City during the 2003-04 fiscal year, this cost offset benefiting the City as a result of the County's budget reductions, coupled with the assignment of the POP and SRO officers pursuant to this Agreement, may result in a total cost for services for Fiscal Year 2003-04 that would not exceed the total police services budget for the City that otherwise would have been expected had the County and the Department not decided to eliminate these positions as a result of budget cuts for the 2003-04 fiscal year.

8. Employment Practices. County certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. County shall hold City free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by POP or SRO officers.

9. Supervision and Control. The Department, in its sole discretion, shall have the power and authority to hire, assign, discharge and discipline POP and SRO officers.

(a) As employees of the County, the POP and SRO officers shall follow the chain of command, reporting first to his/her assigned supervisor as prescribed by the Department.

(b) In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the schools to which he/she is assigned.

10. Hours of Work.

(a) The SRO will ordinarily work Monday through Friday. The SRO will work eight contiguous hours each day, including a paid lunch period of not less than thirty (30), and not more than sixty (60) minutes.

(b) The start and end times of the workday of the SRO will be established by agreement of the SRO supervisor and a representative of the school or schools served by this Agreement.

(c) For school vacations, holidays, and other times when school is not in session and/or his/her presence is not required on campus, the SRO may take available leave balances, or report to the supervisor for reassignment.

(d) The POP officers shall work a 4/10 (four days a week, ten hours each day) shift commensurate with current scheduling for East Division POP officers. The POP officers will work ten contiguous hours each day, including a paid lunch period of not less than thirty (30), and not more than sixty (60) minutes.

(e) POP officers may utilize available leave balances as authorized by the POP supervisor.

11. Absences.

(a) In the event a SRO will be absent from work when school is in session, the SRO shall notify both his/her supervisor in the Department and the designated representative of the school or schools served. POP officers shall notify his/her supervisor in the Department.

(b) Department will make reasonable efforts not to re-assign an SRO when school is in session. City recognizes that there will be times when the SRO is necessarily absent from campus or the POP officers are away from their assignments for reasons including but not limited to staffing shortages, emergencies, court appearances, union release time, and scheduled training.

(c) For planned or unplanned absences (e.g.: sick leave) the Department will not ordinarily re-assign another officer to substitute for the assigned SRO or the POP officers.

12. Additional Assignments.

(a) For extra-curricular activities closely related to the duties of the SRO or the POP officers such as counseling sessions, truancy board meetings, sweeps, community meetings, special enforcement operations etc., the SRO and/or POP officers may flex his or her hours beyond the normal working hours. Alternately, the SRO and POP supervisors may authorize overtime compensation. The cost of overtime compensation has been calculated as part of the total costs identified in Section 7 of this Agreement.

(b) Should the schools served desire the SRO to attend functions outside of normal school hours that are not closely associated with his/her duties; dances, sporting events, etc., the school will contract with the Sheriff's Off-Duty Program. SROs will be given right of first refusal for off-duty assignments at the school to which they are assigned. School administrators retain sole authority to determine and fulfill school site security needs.

13. **Dress Code.** It is a goal of both the POP and SRO programs that the officers be readily identifiable as a Sheriff's Deputy. During regular duty on campus and in the community, the POP and SRO officers shall wear a uniform and appropriate safety equipment, to include sidearm, as prescribed by the Department uniform manual. For activities and occasions for which a uniform would not be appropriate, the POP and SRO officers may wear a modified uniform or other apparel as approved by his/her division commander.

14. **Equipment, Supplies, and Work Space.**

(a) The Department shall provide standard patrol vehicles for use by the POP and SRO officers when on duty. In addition, Department agrees to maintain, repair, insure, and supply fuel for the POP and SRO vehicles. Costs associated with the vehicles used are separate from those costs identified in Section 7 (a) of this Agreement and shall be captured and billed to the City as a cost for services for the transition year pursuant to and in accordance with the provisions of LAFCO Resolution 1243, dated May 22, 2002.

(b) The Department shall provide, at its sole cost and expense, the standard issue pistol, ammunition, body armor, and safety equipment for each POP and SRO officer.

(c) The Department shall provide, at its sole cost and expense, each POP and SRO officer with access to law enforcement and Department computer networks and programs.

(d) Department shall supply, at its sole cost and expense, the POP and SRO officers with a cellular telephone and digital pager as well as access to telephones and facsimile machines.

(e) Department shall supply, at its sole cost and expense, the POP and SRO officers with an 800 MHz portable transceiver. If the school sites operate a radio network for staff or security at the campus to which the SRO is assigned, it shall be recommended that the school furnish the SRO with a transceiver with that capability, or to authorize the

SRO to operate the supplied 800 MHz transceiver on school frequencies if it has that capability.

(f) Department shall supply, at its sole cost and expense, the POP and SRO officers with specialized law enforcement or Department forms.

(g) Department shall provide, at its sole cost and expense, the SRO and POP officers with a work area. It is recommended that schools provide the SRO with workspace that is accessible to the students on campus and equipped with suitable seating, work surface, and secure storage.

15. Applicable Laws. County shall provide the services specified herein in accordance with any applicable federal and state statutes, regulations, and directives.

16. Indemnification.

(a) The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances, or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, or such alleged acts or omissions. With respect to public streets, works or property, City and County agree that nothing in this Section is intended to require City to indemnify and hold harmless the County for any claim or liability arising prior to the incorporation of City on July 1, 2003.

(b) County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from and against any loss, damage, claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees,

subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

17. Insurance and Self-Insurance.

(a) The County shall maintain during the term of this Agreement a program of self-insurance for the workers' compensation and other liabilities arising out of the acts or omissions of the County in providing services pursuant to this Agreement. Except as otherwise specifically provided in this Section, this self-insurance program shall operate and be administered in the same manner as the self-insurance program maintained by the County for its own internal operations.

(b) The County shall be responsible for administering the self-insurance program, including, but not limited to, the provision of claims administration services, investigative services, legal defense services and the payment of settlements and judgments out of the County's self-insurance fund. These services shall be the same as those services provided to County departments participating in the County's self-insurance program. The City shall be responsible for paying its pro rata share of claims administration costs which share shall be calculated using the same methodology as is used to calculate the charge to the Department in connection with services that it provides elsewhere within the County.

(c) The City shall be responsible for adopting procedures for the settlement of claims and litigation arising out of the services provided under this Agreement. Until such time as the City provides the County with such a written policy, the County shall utilize existing County claims administration procedures except County Claims Administrator shall coordinate all claims handling activities, including the selection of outside counsel, if necessary, with the City Manager and the authority provided to approve claims and settlements delegated to the County Executive shall rest with the City Manager and the authority of the Board of Supervisors shall rest with the City Council. The County shall provide City with written notification of any workers compensation or liability claims filed with the County within a reasonable period of time after the County's receipt of such claims.

(d) The self-insurance program provided for in this Section is applicable to all workers' compensation and liability claims that fall within the scope of the self-insured retention contained in the County's excess

insurance coverage. Any workers' compensation and liability claims in excess of this self-retention limit shall be covered by the County's excess insurance coverage. The City shall pay for its share of the County's excess insurance premium for services provided under this Agreement using the same methodology as is used to calculate the charge to the Department in connection with services that it provides elsewhere within the County. The County's current self-insurance retention limit is two million dollars (\$2,000,000). The County shall notify the City in writing at least 30 days prior to any change in the self-retention limits. The County's excess insurance coverage shall also include or be endorsed to include the City, and each of its officers, employees and agents as additional insured in regards to liability arising out of the performance of any work under the Agreement. The County's excess carrier shall reasonably endeavor to provide the City with at least 30 days prior written notice in the event of any change, modification or cancellation of coverage.

(e) Subject to the City's approval, the County may elect to purchase liability and workers' compensation insurance to supplement its self-insurance plan. The City shall be responsible for paying the annual premium cost of any such supplemental insurance. Any liability or workers compensation claims which exceed the limits of any supplemental insurance shall be covered to the same extent and in the same manner as any other claim against the County and shall be subject to the terms and conditions of such excess insurance. If such supplemental insurance is in effect, the deductible or self-insurance retention component of the supplemental insurance shall be administered as part of the County's self-insurance program and the City shall be responsible for the costs associated with such deductible or self-insurance retention as set forth in subsection (g) of this section.

(f) In the event the County acquires such supplemental insurance, the comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to name the City, and each of its officers, employees, and agents, as additional insured in regards to liability arising out of the performance of any work under the Agreement. To the extent permitted by the insurer, the supplemental insurance shall also be endorsed to state that for any claims related to this Agreement, the County's supplemental insurance coverage shall be primary insurance as respects the City, its officers, employees and agents to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, employees and agents shall be excess of County's insurance and shall not contribute with it. County shall furnish the City with certificates of insurance and with original endorsements effecting the coverage required by this Agreement.

(g) The City may choose (with the County's concurrence which will not be unreasonably withheld) to pay the liability and worker's compensation claims expenses in advance of the payment schedule detailed below. However, in order to reduce the financial impact of large losses or changes in claims expenses on any single fiscal year, the County's self-insurance fund has the ability to spread the cost of paid claims and claims administration expenses over a rolling five year period for workers' compensation claims and a rolling seven year period for liability claims. County departments responsible for such claims are allowed to repay the County self-insurance fund for the cost of such claims and administrative expenses over these rolling five and seven year periods. The City and County agree to utilize the same procedure for those claims and administrative costs arising out of the services provided by the County pursuant to this Agreement. This repayment procedure shall operate as set forth in subsections (i)-(v), below.

(i) The County has established a liability fund sufficient to fund the estimated cost of workers' compensation claims and the estimated cost of liability claims, together with associated administrative and legal expenses, ("workers' compensation and liability costs") arising out of the services provided by the County pursuant to this Agreement. Beginning in fiscal year 2005-06, and continuing each fiscal year thereafter, the County will account for the workers' compensation and liability costs incurred by the County in providing services pursuant to this Agreement during each such fiscal year. The City shall reimburse the liability fund for the workers' compensation and liability costs incurred by the County in providing services under this Agreement over a rolling five year period for workers' compensation claims and a rolling seven year period for liability claims. Within thirty (30) days after the end of each relevant fiscal year, the County shall provide a report to the City showing the amount of claims paid, and associated administrative and legal expenses incurred, during the preceding fiscal year.

(ii) In fiscal year 2006-2007 and each subsequent fiscal year during which there is an outstanding balance owed by the City to the County pursuant to this Section, the City shall be responsible for repaying the liability fund for workers' compensation and liability costs incurred by the County in providing services under this Agreement in prior fiscal years consistent with the repayment schedule described in subsection (i) above.

(iii) Upon termination or expiration of this Agreement, the City shall remain responsible for repaying the liability fund in an amount sufficient to pay all workers' compensation and liability costs that

were incurred by the County for services rendered under this Agreement, consistent with the repayment schedule described in subsection (i). Until such amounts are fully repaid, the County shall invoice the City within thirty (30) days after the date of termination, and within thirty (30) days after the end of each subsequent fiscal year, for the amount of outstanding workers' compensation and liability costs, and the City shall remit payment to the County within thirty (30) days of receipt of the invoice.

(iv) The City and County agree that any claims still outstanding at the end of seven (7) fiscal years after the termination or expiration of this Agreement shall be reviewed by the County's consulting actuary to determine the ultimate value of the claims. Utilizing the recommendations of the County's consulting actuary, the City and the County shall agree on a final value of any outstanding claims and agree to a final payment for such claims. Upon reaching an agreement for final payment of the claims, the County shall invoice the City within thirty (30) days after agreement is reached and the City shall remit a final payment to the county within thirty (30) days of receipt of invoice. If the City and the County are unable to reach agreement as to the final value of outstanding claims or the final payment for such claims, the parties shall submit the matter to binding arbitration pursuant to the rules and procedures established by the American Arbitration Association.

(v) The County shall remain responsible for administering through its self-insurance program claims arising out of services provided under this Agreement that occurred prior to the termination of the Agreement but were not made until after such termination date.

(h) County acknowledges that it is currently in the process of trying to secure an alternative method of insuring sheriff's deputies who perform services for cities pursuant to service contracts between the County and the cities in question. The County's goal is to secure an alternative method of insuring sheriff's deputies that will allow the County to provide cities with more cost certainty with respect to insurance coverage by establishing fixed costs for insurance coverage. If during the term of this Agreement the County is able to successfully secure such an alternative method of insurance, the County shall notify the City and, at the City's request, the alternative method of insurance shall replace this Section 17 pursuant to a written amendment between the County and the City.

18. Term. This Agreement shall be effective as of July 27, 2003, and shall terminate June 30, 2004, unless sooner terminated pursuant to the provisions of Paragraph 19.

19. **Termination.** Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party.

20. **Assignment.** Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent.

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

22. **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 supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation.** It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, 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.

24. **Waiver.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

25. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided that such invalidity does not materially affect the respective rights and obligations of the parties.

26. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required consent has been obtained pursuant to Section 20 above.

27. **Notices.** Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after being deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:

Sacramento County Sheriff
711 G Street 3121
Sacramento, CA 95814

TO CITY:

City of Rancho Cordova
Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Manager

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

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

CITY OF RANCHO CORDOVA, a
municipal corporation

Dated: _____, 2003

By _____
City Manager

(SEAL)

APPROVED AS TO FORM:

Attest: _____
City Clerk

City Attorney

COUNTY OF SACRAMENTO, a
political subdivision of the State of
California

Dated: _____, 2003

By _____
Chair, Board of Supervisors

(SEAL)

APPROVED AS TO FORM:

Attest: _____
Clerk of the Board of Supervisors

Assistant County Counsel

CITY OF RANCHO CORDOVA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA
APPROVING AN AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT
SERVICES BETWEEN THE COUNTY OF SACRAMENTO
AND THE CITY OF RANCHO CORDOVA**

RECITALS

WHEREAS, pursuant to Government Code Section 57384, the County of Sacramento ("County") is required to continue providing law enforcement services within the City of Rancho Cordova ("City") throughout the first year of incorporation; and

WHEREAS, in fiscal year 2002-03, the County of Sacramento funded a number of deputy sheriffs within the unincorporated area who were assigned to the Problem-Oriented Policing Officer ("POP") Program and the School Resource Officer ("SRO") Program operated by the Sacramento County Sheriff's Department ("Department"); and

WHEREAS, as part of the County's proposed fiscal year 2003-04 budget, the Department proposed a Departmental-wide reduction in the number deputy sheriffs assigned to the POP Program and the SRO Program because of severe funding shortfalls; and

WHEREAS, the proposed reduction would result in the loss of three POP Program officers and one SRO Program officer within the City; and

WHEREAS, the Department has offered the City the option of maintaining the POP Program and the SRO Program at fiscal year 2002-03 staffing levels if the City is willing to fund the cost of the deputy sheriffs assigned to the POP Program and SRO Program within the City that would otherwise have been eliminated in fiscal year 2003-04; and

WHEREAS, the City is willing to fund the cost of these positions for the 2003-04 fiscal year; and

WHEREAS, the City and the County have negotiated an agreement wherein the County will provide these supplemental law enforcement services to the City.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the Agreement for

Supplemental Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova set forth in **Attachment 1**.

* * * * *

ADOPTED, THIS _____ day of _____, 2003 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Staff Report

Date: November 3, 2003

To: Honorable City Council

From: Steven R. Meyers, City Attorney

Subject: Ordinance Amending City's Purchasing Ordinance to Permit City Manager to Establish Professional Services Contracts up to \$60,000



RECOMMENDATION

1. Waive the reading and introduce the ordinance (Attachment 1).

DESCRIPTION:

Cities must adopt an ordinance establishing policies and procedures for purchases of supplies and equipment, including bidding regulations. (Government Code §§54202-54203.) At the July 1, 2003, City Council meeting, the Council adopted a purchasing ordinance establishing procedures for both the purchase of supplies and equipment as well as the negotiation and ratification of certain professional service contracts.

The ordinance establishes the City Manager as the city's purchasing agent, providing the duties of the purchasing agent and permitting delegation of purchasing authority to other City staff. The purchasing ordinance requires competitive bidding for purchases over \$20,000 and establishes a series of factors for awarding competitive bids. The purchasing agent may award contracts for less than \$20,000, including those for professional services.

Many public works contracts fall within the statutory requirements of the Public Contract Code, which provides detailed regulations for public bidding and other public agency purchasing policies. The procedures of the City's purchasing ordinance only apply to contracts that either fall outside of regulation by the Public Contract Code or where statute has provided for local regulation. Thus, the purchasing agent's ability to enter professional service contracts does not supercede any applicable statutory requirements.

Because professional service contracts are so numerous and the threshold triggering competitive bidding and thus Council action is so low under the current purchasing

ordinance, the City Manager has requested the power to enter professional service contracts up to \$60,000. The attached ordinance amends the Purchasing Ordinance to permit the City Manager to negotiate for and enter into professional services contracts up to that amount without City Council approval.

This amount of purchasing authority is within, although on the higher end, of the range granted to other city managers and county administrators. Granting the City Manager this level of purchasing authority will significantly reduce the amount of City Council meeting time dedicated to the review, discussion, and adoption of contracts while expediting the delivery of city services.

The disadvantage of granting the City Manager this level of purchasing authority is that certain contracts that the City Council might prefer to review, discuss, and formally adopt as a body, will not be presented at City Council meetings.

Any increase in contract approval will ultimately be limited by the City Manager's budgeting authority as established by the City Council.

ATTACHMENTS

1. Draft Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. 24-2003

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
AMENDING THE ORDINANCE ADOPTING A PURCHASING SYSTEM
TO PERMIT THE CITY MANAGER TO ENTER INTO PROFESSIONAL
SERVICE CONTRACTS OF LESS THAN \$60,000 ON BEHALF OF THE CITY**

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

SECTION 1. Amendment. The ordinance creating and establishing the Purchasing System is hereby amended to read as follows:

Exceptions to competitive bidding requirements.

- a. Purchase Contracts:
 - 1. The provisions of this chapter requiring competitive bidding shall not apply to the following:
 - A. Where the City's requirements can be met solely by a single patented article or process;
 - B. To situations where no bids have been received following bid announcements under other provisions of this chapter;
 - C. When the amount involved is less than one thousand dollars (\$1,000);
 - D. When an emergency requires that an order be placed with the nearest source of supply;
 - E. When a purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features which would most closely meet the City's needs at the least cost;
 - F. When another City Department has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services or equipment;
 - G. When the City Council specifically waives the competitive bid process and authorizes staff to negotiate the purchase of vehicles by a four-fifths vote.
 - 2. When the procurement falls into any of the categories listed above, the Purchasing Agent may authorize contracts made by negotiation, provided that the amount does not exceed twenty thousand dollars (\$20,000). When the amount exceeds twenty thousand dollars (\$20,000), the action must be authorized by the City Council.
- b. Service Contracts:
 - 1. The provisions of this chapter requiring competitive bidding shall not apply to the following:

- A. Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;
 - B. For janitorial services for City buildings and facilities;
 - C. For maintenance and repair of buildings and facilities;
 - D. For maintenance and repair of public streets, including street sweeping.
2. When the procurement falls into any of the categories listed above, the City Manager may authorize contracts made by negotiation, provided that the amount does not exceed sixty thousand dollars (\$60,000). When the amount exceeds sixty thousand dollars (\$60,000), the action must be authorized by the City Council.
- c. Any request for an exception under this section shall include the nature of the contract, amount of the contract, and the reasons why competitive bidding is not feasible.

SECTION 2. Effective Date and Posting. This Ordinance shall take effect immediately and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause this Ordinance to be posted in at least three (3) public places in the City of Rancho Cordova in accordance with Government Code §36933 of the State of California.

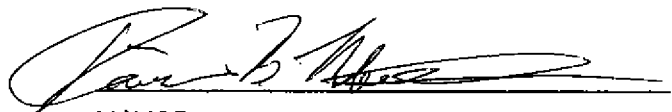
PASSED, APPROVED AND ADOPTED this 17th day of November, 2003, by vote as follows:

AYES: Cooley, McGarvey, Sander, Budge, Roberts

NOES: None

ABSENT: None

ABSTAIN: None


MAYOR

ATTEST:


CITY CLERK

Staff Report



Date: November 3, 2003

To: Honorable City Council

From: Paul Junker, Planning Director

Subject: Establishment of Planning Commission

RECOMMENDATIONS

Consider actions related to selection and activation of the Planning Commission and provide direction to staff as appropriate.

DISCUSSION

During its October 6, 2003 meeting, the City Council introduced Ordinance 18-2003, thereby amending the City's Municipal Code as pertains to the Planning Commission. The Council took final action on this ordinance on October 20, 2003. As established under Ordinance 18-2003, the City Council will formally appoint Planning Commissioners at the first meeting of the City Council in January 2004, or as soon thereafter as possible. Several outstanding issues must be addressed prior to appointment of the Commissioners to allow the Planning Commission to begin functioning in January 2004.

Planning Commission Meeting Time and Day

Ordinance 18-2003 tasks the Planning Commission with establishing its meeting time, with such meetings occurring at a regularly scheduled time and date and least once per month. The Commission chairperson is authorized to conduct additional meetings as needed. The time and date of Commission meetings will be determined based on the City Council's meeting schedule and shall be timed to facilitate processing of projects requiring both Council and Commission review, avoiding conflicts between Council and Commission meetings, and accommodating requirements for notice of public hearings. Any change to the City Council meeting schedule (i.e. selecting a regular meeting night other than Monday) will affect the Commission's meeting schedule. Staff recommends such changes to the Council's schedule occur before the Planning Commission is seated in January 2004.

Commissioner Selection Process

The City has received applications from twelve individuals seeking appointment to the Planning Commission. Applications for the candidates listed below are on file in Lisa Brown's office and are available for review by Councilmembers. Candidates that live outside of the incorporated City limits are eligible only for the At Large Commission seats and are identified with the (AL) notation.

Royce Harnsberger	Don M. Rumley	William Spahn (AL)
James W. Hunter	Ray Savorn	Ernest F. Vance
Troy L. Konarski	Dan Skogland	Ralph Vigna
Thomas Moe	Art Smith (AL)	Tom Wentz

As approved by the City Council, the Planning Commission will be comprised of seven individuals, five of which will be nominated by individual Councilmembers and two of which will be nominated by the Council as a body. All Commissioners will be subject to a confirmation vote of the full Council.

Ordinance 18-2003 requires Councilmembers to make their individual nominations to the Commission prior to January 2004. However, Councilmembers are not restricted from making nominations before that time and such nomination would narrow the field of candidates that will be considered for the at large positions.

No process has been established for the selection of the two at large members of the Commission. Staff recommends Councilmembers make individual nominations and then consider a numeric scoring process to select the top two remaining candidates.

Regional Planning Commissioner Workshop, November 14 and 15

The Institute for Local Self Government is conducting a Regional Planning Commissioners Workshop on November 14 and 15. Each jurisdiction within the six county SACOG area are invited to send two Planning Commissioners to this summit. The summit will offer Commissioners an opportunity to discuss issues facing the region and to share experiences on past projects. The City Council has the opportunity to identify two Commission candidates and send them to this summit.

Attachments: Ordinance No. 18-2003
Flyer for Planning Commissioner Summit

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2003

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING TITLE 2, CHAPTER 2.30 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE
REGARDING THE ESTABLISHMENT AND FUNCTIONS OF THE PLANNING COMMISSION**

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

SECTION 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Municipal Code to establish regulations for the formation and function of the Planning Commission.

SECTION 2: Findings and Determinations

The City Council hereby finds and determines:

A. The amendment to the Rancho Cordova Municipal Code establishing regulations pertaining to the Planning Commission is exempt from the California Environmental Quality Act under CEQA Guideline Section 15061. The proposed amendment to establish regulations pertaining to the Planning Commission will not have the potential to degrade the quality of the environment. Establishment and function of the Planning Commission will alter the process for review of project applications, but will not alter the criteria for such reviews. Therefore, establishment and function of the Planning Commission will not negatively impact the environment.

B. The proposed Municipal Code amendment complies with all other applicable requirements of state law and local ordinances. Obligations associated with the function of Planning Agency with the local land use agency, as well as the establishment of a Planning Commission to fulfill such obligations, is established under section 65100 of the Government Code of the state of California. Specific duties of the Planning Commission are established under the City of Rancho Cordova Zoning Code. Revisions to the Municipal Code implement and are consistent with both local and state regulations.

SECTION 3: Title 2, Chapter 2.30 of the Rancho Cordova Municipal Code is hereby amended to read as:

The City Council hereby replaces Title 2, Chapter 2.30 as follows:

Chapter 2.30

PLANNING COMMISSION
OF THE CITY

Sections:

2.30.010	Establishment.
2.30.020	Membership.
2.30.030	Terms of Office.

- 2.30.040 Qualifications.
- 2.30.050 Removal From Office.
- 2.30.060 Vacancies.
- 2.30.070 Duties and Functions of the Planning Commission.
- 2.30.080 Rules.
- 2.30.090 Organization.
- 2.30.100 Meetings
- 2.30.110 Committees.
- 2.30.120 Voting.

2.30.010 Establishment.

Pursuant to Section 65100 of the Government Code of the state of California, there is hereby established a planning commission which shall have the powers and duties and serve the purposes enumerated in said Section 65100 and this chapter, and which shall have jurisdiction within the incorporated boundaries of the City of Rancho Cordova.

2.30.020 Membership.

The planning commission shall consist of seven commission officers.

2.30.030 Appointments and Terms of Office.

Appointments to the planning commission shall be made by the City Council as follows:

1. Five commissioners shall be nominated by the individual members of the City Council prior to the first meeting of the Council in January 2004. The City Council shall confirm or reject each nomination at the first meeting of the Council in January 2004 or as soon thereafter as possible. A commissioner's term shall coincide with the term of the Councilmember that nominated that commissioner. Thereafter, following each election of the City Council, re-elected or newly elected members of the Council shall each nominate one member to serve on the planning commission within 90 days of taking office. All commissioners nominated by an individual member of the City Council shall be confirmed by a majority vote of the City Council. Should confirmation of a nominee not take place, the individual Councilmember making such nomination shall nominating another person) to serve on the planning commission, and continue this process, until the majority of the City Council confirms an appointment from each individual Councilmember.
2. Two commissioners shall be designated at large members and shall be selected by the City Council as a body from a pool of nominees. At large members may be nominated by any member of the City Council and appointments shall be made in a manner determined by the City Council. Two at large members of the commission shall be nominated and appointed by the first meeting of the City Council in January 2004, or as soon thereafter as the Council completes the selection process. The initial at large commissioners shall serve a term of one year, with all subsequent appointments for the at large commissioners to be for terms of four years.
3. No limit is established on the number of terms that a commissioner may serve.

2.30.40 Qualifications

Minimum qualifications for the position of planning commissioner are as follows: Planning Commissioners shall be at least 18 years of age; shall be registered to vote; shall reside within the City; and, shall not be an elected or appointed official of another public entity whose jurisdiction includes any part of the City.

2.30.050 Removal from Office.

A planning commissioner may be removed from office by the City Council without cause, notice or hearing.

2.30.060 Vacancies.

Vacancies which occur within the commission shall be filled for the unexpired portions of the terms as follows: vacancies of at large commissioners shall be filled pursuant to section 2.30.030(1); vacancies of all other commissioners shall be pursuant to section 2.30.030(1).

2.30.070 Duties and Functions of the Planning Commission.

The planning commission shall have the duties and functions as specified in the Municipal Code for the policy planning commission, project planning commission, subdivision review committee and zoning administrator. Additionally, the planning commission shall:

1. Serve as the planning agency for City of Rancho Cordova as provided by Chapter 3 of Title 7 of the Government Code;
2. Promote public interest in, and understanding of, the general plan, community plans and regulations relating to such plans;
3. Consider and provide recommendations to the City Council on amendments to the general plan, zoning code, specific plans and community plans;
4. Consider subdivision matters arising from the Subdivision Map Act and this code;
5. Consider appeals of Planning Director determinations;
6. Perform such other duties as the City Council shall prescribe.

2.30.080 Rules.

The planning commission shall adopt, subject to City Council approval, rules of procedure which shall govern the conduct of hearings and other business of the commission. Copies of the rules shall be published and shall be available at the office of the Clerk of the City Council.

2.30.090 Organization.

At the initial meeting of the commission, and annually thereafter at the first meeting of the calendar year for the commission, the members of the commission shall select a chairperson and vice-chairperson and shall determine the time, place and frequency of regular meetings.

2.30.100 Meetings.

The planning commission shall meet at least once a month at a regularly scheduled time and date, and at other such times as the chairperson deems necessary to perform the duties of the commission.

2.30.110 Committees.

The planning commission is authorized to create committees from its membership, consisting of no more than two members, for the conduct of its business.

2.30.120 Voting.

Four members of the seven-member planning commission shall constitute a quorum, and a quorum is required for the commission to take action on any item on its agenda.

SECTION 4: Ordinance Supercedes County Code as Adopted by City

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title 2, Chapter 2.30 of the Rancho Cordova Municipal Code, as amended, shall supercede Title 2, Chapter 2.30 of the Sacramento County Code.

SECTION 5: Severability

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

SECTION 6: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published in accordance with California Government Code Section 36933(a) and shall take effect and be enforced thirty (30) days after its adoption.

* * * * *

PASSED AND ADOPTED this ____ day of _____, 2003, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Sacramento Regional Planning Commissioner Training

November 14-15 • 8:30 a.m.-4:-30 p.m.
Sponsored by the Institute for Local Self Government

Take advantage of this unique training program tailored specifically to the Sacramento region. The training is free of charge to participants. Sessions will include the following and much more:

- **Ethics for Planning Commissioners**

What are the roles of the planning commissioner? This session will draw on participants' experiences to examine the often-competing commissioner responsibilities to the applicant, city or county, and the public.

- **Regional Demographics: What's in Store for the Housing Market?**

Why is it so important to understand the demographics of both your own jurisdiction and your region? Explore anticipated changes in local demographics over the next 20 years and what these shifts might mean for current and future land use decisions.

- **Legal Basics**

The role of findings, adjudicative vs. legislative decision-making, ex parte contacts, CEQA, and a host of other basics presented creatively to get away from the lecture-as-usual format.

- **Development & Design Review Procedures**

One of the biggest challenges for a planning commission is ensuring that day-to-day decisions are connected with long-range community objectives. This interactive session will provide valuable tips for analyzing proposals.

- **Developer & Advocate: Two Views on Housing**

A housing advocate and a developer will share their views about what is working in this region. From housing elements and the RHNA process to overcoming NIMBY issues, this session will explore successful local programs in detail.

About the Presenters . . .

The Institute is committed to bringing in top-notch speakers for this program. The faculty will include state and nationally known experts with local knowledge to produce the best possible training experience. An interactive, small-group learning atmosphere will insure that all participants will have an opportunity to have their questions addressed.

HOW TO REGISTER

Each jurisdiction in the six-county greater Sacramento region is encouraged to select two planning commissioners to attend the training. Additional commissioners will be admitted on a space-available basis. Cities and counties are encouraged to choose participants who represent a cross-section of skills and backgrounds. Send names and contact information for selected commissioners to higginsb@cacities.org or send a fax to (916) 444-7535. Commissioners will be contacted by the Institute to confirm their participation.

For more information, contact Bill Higgins at higginsb@cacities.org or at (916) 658-8250

Memorandum

Date: October 30, 2003

To: Honorable City Council
Ted A Gaebler, City Manager



From: Curt Haven, Assistant to the City Manager

Subject: To enter into an agreement with the Folsom Cordova SD and the Elk Grove SD to hire a consultant to evaluate the fiscal impact of a proposed transfer of territory.

Background: On October 16, 2003 Council Members Cooley, Sander and Mayor Roberts along with City Manager Ted Gaebler and Assistant to the City Manager Curt Haven attended the Folsom Cordova School District Trustee meeting. The Mayor and City Council Members spoke in support to transfer territory from Elk Grove School District to the Folsom Cordova School District. The Council strongly supported a study to be funded by the City of Rancho Cordova to analyze issues related to the proposed transfer. The FCUSD Board of Trustees approved if the Elk Grove School District and FCUSD would agree to who the consultant would be. Attached is a proposal from Economic and Planning Systems.

Recommendation: To authorize the City Manager to enter into a agreement with the Folsom Cordova SD and the Elk Grove SD to hire a consultant to evaluate the fiscal impact of a proposed transfer of territory from Elk Grove SD to the Folsom Cordova SD, not to exceed \$30,000.



**Economic &
Planning Systems**

*Public Finance
Real Estate Economics
Regional Economics
Land Use Policy*

October 28, 2003

David Roberts, Mayor
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Subject: Rancho Cordova School Territory Transfer; EPS#13486

EPS is pleased to present this proposal to analyze the issues related to a proposed transfer of territory from Elk Grove USD to Folsom Cordova USD. EPS has been involved with territory issues in the past, and EPS's staff is knowledgeable of territory transfer procedures and the relevant sections of the Education Code.

EPS will analyze and provide a written report delineating the issues related to the following nine legal criteria governing territory transfer proposals (Education Code section 35753) and any potential CEQA issues.

1. Size of the District (including student enrollment and ADA)
2. Substantial Community Identity
3. Division of Property
4. Racial/Ethnic Issues
5. Cost to the State
6. Educational Programs (including special education)
7. School Housing Costs
8. Property Values
9. Fiscal Management or Fiscal Status including the following:
 - a. District revenues
 - b. Assessed value and bonding capacity
 - c. Maintenance, new construction, and modernization programs
 - d. Transportation program
 - e. Existing debt obligations and liabilities; particularly the Elk Grove USD Mello-Roos Community Facilities District

This work will include meetings with staff in both districts, preparation of a draft report, review of the draft report with both school districts and the City of Rancho Cordova,

SACRAMENTO

1750 Creekside Oaks Drive, Suite 290 phone 916-649-8010
Sacramento, CA 95833-3647 fax 916-649-2070
www.epsys.com

BERKELEY

phone 510-841-9190
fax 510-841-9208

DENVER

phone 303-623-3557
fax 303-623-9049

attendance at up to two public workshop meetings with both school districts and one meeting with the City, preparation of a final report, and attendance at a final joint meeting with the boards of both school districts. This work does not include any large graphics or mapping needed for the public meetings.

BUDGET

It is impossible to predict with final certainty the amount of time necessary to completely research this project. EPS proposes an initial budget of **\$25,000**. EPS's fees are based on a direct cost (hourly rates and direct expenses) not-to-exceed basis; therefore, you will be charged only for the work actually performed up to the specific authorized budget. If additional work is required to complete these tasks, EPS will need to request additional budget.

SCHEDULE

The proposed completion of the draft report is 4-6 weeks. Board meetings and finalization of the report would be completed 4-6 weeks following completion of the draft report.

If this proposal meets with your approval, please sign and return one letter agreement and keep the other for your records. EPS's Standard Terms and Conditions are attached as part of this agreement. If you require any changes to this proposal or if you have any questions, please call me at (916) 649-8010. EPS looks forward to working with you on this project.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Tim R. Youmans
Managing Principal



Paul D. Woods
Vice-President

Attachment

Approved:

City of Rancho Cordova

Date

STANDARD TERMS AND CONDITIONS

1. AUTHORITY.

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. INDEPENDENT CONTRACTOR.

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. INSURANCE.

CONSULTANT shall maintain the following insurance:

- Workers Compensation as required by law;
- General Liability insurance policy of \$1,000,000 for personal injury and property damage;
- Auto Liability insurance of \$1,000,000, combined single limit for bodily injury and property damage covering all vehicles including hired cars, owned and non-owned vehicles;
- Errors and Omissions/Professional Services Liability insurance in the amount of \$1,000,000.

4. PERSONNEL.

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. INTEREST OF CONSULTANT.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS ("EPS work product"), in whole or in part, for purposes of this Project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT

acknowledges that EPS work product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS work product for purposes unrelated to the Project, (ii) modify EPS work product, or (iii) disclose or distribute any EPS work product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. CONFIDENTIALITY.

Any reports, information, or data given to or prepared or assembled by the CONSULTANT under this Agreement which the CLIENT requests in writing to be kept confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. AMENDMENTS TO THE CONTRACT.

No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. DISPUTED INVOICES.

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. AUDITS AND INSPECTIONS.

Upon reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. COMPENSATION FOR TESTIMONY AND PREPARATION THEREOF.

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a Subconsultant, (or if CONSULTANT or a Subconsultant is otherwise required) to testify, provide information, produce materials or otherwise spend time on such action, then CLIENT shall pay

CONSULTANT or Subconsultant for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. TERMINATION OF AGREEMENT.

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, upon completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based upon any claim of CONSULTANT default such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement incurred by the CONSULTANT during the period of the Agreement which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. INDEMNIFICATION/LIMITATION OF LIABILITY.

CLIENT agrees to release, indemnify, hold harmless, and defend CONSULTANT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of CONSULTANT.

CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials or petroleum products and/or petroleum components or constituents and not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials or petroleum products and/or petroleum components or constituents.

14. STANDARD OF PERFORMANCE.

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based upon the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS assume that no significant changes in Project conditions will occur beyond those expressly discussed in EPS work product. EPS shall be able to rely on information provided to it by the CLIENT and EPS shall have no responsibility to audit or otherwise verify such information.

15. FORCE MAJEURE.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes or other disasters.

16. ARBITRATION AND ATTORNEYS FEES.

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in the County of Alameda, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). In Arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding upon the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

17. GOVERNING LAW.

This contract will be governed by and construed in accordance with the laws of the State of California.

18. NOTICE.

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective upon receipt of notice of such change by the opposite party.

Memorandum



Date: October 30, 2003

To: Honorable City Council
Ted A. Gaebler, City Manager

From: Curt Haven, Assistant to the City Manager

Subject: City of Rancho Cordova Newsletter

Background: One of the products that came out of our Strategic Planning Retreat held in March 2003 was the desire to enhance civic involvement through the creation of a city newsletter. In September a consultant was hired and a committee of staff department heads was created. The committee has looked at several different city newsletters regarding content and format. We have several ideas and concepts that we would like your input on.

Recommendation: The committee and consultant would like feedback from the Council on what you feel is the mission or goal of the newsletter and how the city can tell that it is fulfilling that mission. We also would like to discuss what you feel is the correct format and content. Other issues like frequency and to whom we send the newsletter should also be discussed. Should the newsletter be in an electronic form? If so what format and how should it be offered? A discussion of all of the above would be very beneficial to the committee.

Financial Impact: Depending on design, length, color, distribution and frequency, costs of mailing and production will determine the cost.



Estimate: City of Rancho Cordova Newsletter

Fees/Costs

Design

10 hours – 1st issue only \$600

Photography

4 hours \$240

Meetings

10 hours \$500

Copywriting

6-Page @ 20 hours \$1,000

Preliminary Art & Consultation

3 hours – graphic artist \$180

Camera Ready Art & Production

6-page @ 8 hours \$480

Printing

6-Page Tri-Fold, 2-Colors, 23,100 total pieces \$3,059
Printed on 80lb. Gloss Book
(Union Printer in Rancho Cordova)

Distribution (MSI)

PreSort Mail (Simplified Address) package,
sack, tray and delivered to Post Office
(Postage Included) \$3,371

Total Cost: \$9,430
(Does not include sales tax)



STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
LOCAL REVENUE ALLOCATION SECTION
450 N STREET, SACRAMENTO, CALIFORNIA
(PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0027)
TELEPHONE (916) 324-3000
FAX (916) 324-3001
www.boe.ca.gov

CAROLE MIGDEN
First District, San Francisco

BILL LEONARD
Second District, Ontario

CLAUDE PARRISH
Third District, Long Beach

JOHN CHIANG
Fourth District, Los Angeles

STEVE WESTLY
State Controller, Sacramento

October 24, 2003

CITY OF RANCHO CORDOVA
FINANCE DIRECTOR
3121 GOLD CANAL DRIVE
RANCHO CORDOVA CA 95760

TIMOTHY W. BOYER
Interim Executive Director

34014

SB 566 AUTHORIZES CITIES TO IMPOSE
TRANSACTIONS AND USE (DISTRICT) TAXES

Senate Bill 566 adding sections 7285.9 and 7285.91 to the Revenue and Taxation Code will become effective on January 1, 2004.

Section 7285.9 authorizes cities to impose a general purpose transactions and use tax at a rate of 0.25% or increments thereof with the approval of a majority of the voters voting on the issue.

Section 7285.91 authorizes cities to impose a special purpose transactions and use tax at a rate of 0.25% or increments thereof with the approval of a 2/3 majority of the voters voting on the issue.

The Local Revenue Allocation Section is responsible for the preparatory functions leading to a locally imposed tax being placed on the ballot. Accordingly, if your city is contemplating imposing a district tax, or if you have questions regarding SB 566, please contact Cleveland Turner at (916) 324-1386 or Debby Nelson at (916) 324-1334 to discuss the steps to be taken before the election date.

Thank you for your cooperation.

Sincerely,

L.D. Micheli, Supervisor
Local Revenue Allocation Section

LDM/DGN
cc: District Administrators

AGENDA ITEM # 12a

STATE COMPENSATION INSURANCE FUND

IN REPLY REFER TO

Dear Policyholder

Welcome to the State Compensation Insurance Fund.

As your workers' compensation carrier, we share your interest in providing a safe working environment for your employees, complying with applicable Cal / OSHA requirements, and minimizing your insurance cost. That's why we've created a Loss Control Program to help keep you and your employees safe.

Job safety is very important to you as well as to us. State Compensation Insurance Fund provides loss-control professionals to help employers provide a safe work environment. The range of services includes: surveys, visual aids, educational programs, inspections, counseling, advice on compliance with state and federal safety standards, and so on. Your loss-control professional can also train your staff on how to investigate accidents and set up early return to work programs.

However, the employer's ultimate responsibility is to establish or expand an injury prevention program and to enforce safety rules vigorously. That combination means fewer work related injuries and a reduction in workers' compensation premiums.

For further information to help you keep your employees safe and your insurance costs low, you may contact: **Sonia Bugarin at (916) 924-5106**. When faxing or mailing an order to us, please include your policy number and send to "**Attention: Sonia Bugarin.**" Our Fax Number is (916) 567-4800. Our Business hours are 8:00 a.m. until 5:00 p.m. Monday through Friday.

Feel free to call, fax, or mail in anytime to request free information on how to set up a safety program, or to order posters, pamphlets, or videos. Always remember everything is free to our policyholders.

Sincerely,



William B. Serrao, Jr.
District Loss Control Manager

Enclosure

AGENDA ITEM # 126.

The above evaluations and recommendations are based upon current occupational safety and health standards and requirements, current reference sources, and accepted industrial safety and health principles and practices. They reflect the operating and working conditions noted on the day of the survey and relate only to those conditions specifically discussed here. We do not make any warranty, expressed or implied, that your workplace is safe or healthful or that it complies with all laws, regulations, codes or standards.

VMR

2275 Gateway Oaks Drive • Sacramento, CA 95833-3255
(916) 924-5100 Policy Fax (916) 924-6898 Claims Fax (916) 924-6888
Mailing Address: P.O. Box 254700 • Sacramento, CA 95865-4700