CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
June 21, 2004
6:30 P.M. – Regular Meeting

Call to Order

Metro Cable TV Telecast Announcement

Roll Call: **Council Members: Cooley, McGarvey, Sander, Skoglund, and Mayor Budge**

Pledge of Allegiance

Invocation

1. Reverend Ron Johnson of Cordova Baptist Church

Presentation:

None

Consent Calendar

2. **Subject**: Adoption of a Resolution Authorizing the City Manager to Enter into Contracts with Tow Service Vendors and Adoption of a Resolution to Establish a Fee of $114 to Recover Costs Associated with the Removal, Impound, Storage, or Release of Vehicles **Recommendation:** Staff recommends authorizing a Tow Service Agreement through the adoption of a Tow Service Agreement as a Resolution. This action will allow the City Manager, or his designee, to enter into contracts with tow service vendors and allow subsequent amendments or technical changes as needed. Additionally, staff recommends that the City of Rancho Cordova adopt by resolution an administrative fee of $114 as allowed by law to recoup administrative costs associated with which reflects the City's administrative costs relating to the removal, impound, storage, or release of a properly impounded vehicle. Recommend adoption of Resolution No. 83-2004 and Resolution No. 85-2004.

3. **Subject:** Second Reading and Adoption of Ordinance No. 24-2004, Adding Chapter 16.83 to Title 16 of the Rancho Cordova City Code Relating to Establishment of Development Impact Fees to Finance Cost of Public Facilities within the Sunrise Douglas Community Plan Area. This Fee Program is required to develop the facilities necessary in the Sunridge Specific Plan Area only
Recommendation: (a) Waive reading of the body of the ordinance and adopt Ordinance No. 24-2004; and (b) Adopt Resolution No. 79-2004 approving the Sunrise Douglas Community Plan Development Impact Fee Program Nexus Study **(Roll Call Vote).**

4. **Subject:** Second Reading and Adoption of Ordinance No. 22-2004, Replacing Existing Title 20, Chapter 20.04 (Surface Mining and Reclamation) with a New Title 20, Chapter 20.04 of the City of Rancho Cordova Municipal Code for Surface Mining and Reclamation
Recommendation: Waive reading of the body of the ordinance and adopt Ordinance No. 22-2004 and direct staff to forward the Ordinance to State Mines and Geology (SMGB) for certification **(Roll Call Vote).**

5. **Subject:** Consider an Amendment to the City's Holiday Schedule Resolution to Allow Flexibility in Scheduling Holidays Declared by the State and Federal Government
Recommendation: Adopt Resolution No. 82-2004 amending the City's Holiday Schedule Resolution.

6. **Subject:** Consider Lease Agreement Between Sacramento Metropolitan Fire District and the City for Property Located at 3121 Gold Canal Drive, Rancho Cordova, in the Amount of $7,463.50 per Month Commencing July 1, 2004.
Recommendation: Adopt Resolution No. 88-2004 authorizing execution of lease agreement.

Oral Communications

7. **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 other than a Consent Calendar item, please wait until that point on the agenda. Comments on Consent Calendar items will be heard prior to action on the Consent Calendar by providing a Speaker Card to the City Clerk before the Consent Calendar is discussed. **Please keep your comments to three minutes or less and provide a Speaker Cards to the City Clerk.** 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 immediate action arose after the posting of the agenda.

Public Hearings

8. **Subject:** Horn Road Self Storage RC-03-062 - Conditional Use Permit, Variance and Development Plan Review. The applicant is requesting a Conditional Use Permit to allow an on-site Managers/Caretaker Apartment on the self-storage site, a Variance to allow a reduction in the required setback from 75 feet to 25 feet and Development Plan Review. The proposed project will be located at 9973 Horn Road in the M-1(NPA) zoning (Continued from May 3rd Regular Meeting).
   Recommendation: Continue to July 6th Regular Meeting at the request of the applicant.

9. **Subject:** North Douglas I and II; Project No. RC-03-002 - A General Plan and Specific Plan Amendment to change the Land Use Designation and Rezone the project area to RD-5, RD-7, RD-10 and Open Space, a 9 acre park and a Large Lot (8 Villages) and Small Lot Tentative Subdivision Map for 680 single family lots within the SunRidge Specific Plan.
   Recommendation: (a) Find the Mitigated Negative Declaration prepared for this project is adequate, according to the California Environmental Quality Act; (b) Introduce Ordinance No. 26 -2004 for first reading and waive reading of the body of the Ordinance amending the General Plan and Specific Plan Zoning, according to the attached exhibit; (c) Approve Resolution 84-2004 for the Large and Small Lot Tentative Map, along with the Conditions of Approval/MMRP". **(Roll Call Vote)**

10. **Subject:** Resolution Addressing the Interim Authorization for a Community Facilities Fee to Fund Construction of Municipal Facilities to Mitigate Impacts of Future Development on Municipal Facilities within the City of Rancho Cordova
    Recommendation: Conduct a public hearing and following analysis of issues discussed adopt one of the following Resolutions: Resolution No. 99-2004, or Resolution No. 100-2004, or Resolution No. 101-2004, or Resolution No. 102-2004.

Regular Calendar Items

11. **Subject** Adoption of the Fiscal Year 2004-05 Budget
    Recommendation: Adopt Resolution No. 81-2004 adopting an operating budget for the City of Rancho Cordova for the fiscal year beginning July 1, 2004 and ending on June 30, 2005.

12. **Subject:** A Resolution Creating Special Tax Area Zone 8 and an Ordinance Establishing a Special Tax for Police Protection Services for the Stone Creek Subdivision RC 04-067
    Recommendation: Staff recommends that the City Council adopt Resolution No. 90-2004 and waive the first reading and introduce Ordinance No. 27-2004.

13. **Subject:** A Resolution Creating Special Tax Area Zone 7 and an Ordinance Establishing a Special Tax for Police Protection Services for the Villages of Zinfandel, Village No. 8 ("Alexander Collection of Stonecreek") Subdivision RC 03-0333.
    Recommendation: Staff recommends that the City Council adopt Resolution No. 91-2004 and waive the first reading and introduce Ordinance No. 31-2004.

14. **Subject:** Resolution creating Special Tax Area 5 within the Rancho Cordova Special Police Tax Area and an Ordinance Establishing a Special Tax for Police Protection for Anatolia I (Village 7) and Anatolia II (Villages 9 & 12) Subdivisions RC 04-098
Recommendation: Staff recommends that the City Council adopt Resolution No. 92-2004 and waive the first reading and introduce Ordinance No. 34-2004.

15. **Subject:** Resolution creating Special Tax Area 6 within the Rancho Cordova Special Police Tax Area and an Ordinance Establishing a Special Tax for Police Protection for Anatolia I (Villages 1, 3, 4, and 8) and Anatolia II (Village 15) Subdivisions RC 04-099
Recommendation: Staff recommends that the City Council adopt Resolution No. 93-2004 and waive the first reading and introduce Ordinance No. 35-2004.

16. **Subject:** A Resolution creating Special Tax Area Zone 9 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Villages 1A, 4A, 6, 7, 8A and 11A and a Portion of Unit A, Owned by Pleasant Valley Investments, RC 03-001
Recommendation: Staff recommends that the City Council adopt Resolution No. 94-2004 and waive the first reading and introduce Ordinance No. 32-2004.

17. **Subject:** A Resolution creating Special Tax Area Zone 10 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Village 3, Owned by Rancho 80, LLC, RC 03-001
Recommendation: Staff recommends that the City Council adopt Resolution No. 95-2004 and waive the first reading and introduce Ordinance No. 33-2004.

18. **Subject:** A Resolution creating Special Tax Area Zone 11 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision Villages 2A & 5A, and a Portion of Unit A, Owned by Sunridge Park, LP, RC 03-001
Recommendation: Staff recommends that the City Council adopt Resolution No. 96-2004 and waive the first reading and introduce Ordinance No. 28-2004,

19. **Subject:** A Resolution creating Special Tax Area Zone 12 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Village 9A & 10A and a Portion of Unit A, Owned by Beazer Homes Holdings Corporation, RC 03-001
Recommendation: Staff recommends that the City Council adopt Resolution No. 97-2004 and waive the first reading and introduce Ordinance No. 30-2004.

20. **Subject:** A Resolution creating Special Tax Area Zone 13 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Unit A, Owned by Sunridge Investors, LLC, RC 03-001
Recommendation: Staff recommends that the City Council adopt Resolution No. 98-2004 and waive the first reading and introduce Ordinance No. 29-2004.

21. **Subject:** Street Maintenance Contract. Adoption of Resolution No. 86-2004 Authorizing Execution of the Agreement between the County of Sacramento and the City for Transportation Operations and Maintenance Services

Recommendation: Adopt Resolution No. 86-2004.

22. **Subject:** Street Sweeping Contract Adoption of Resolution No. 87-2004 Authorizing the Execution of Agreement between Wells Sweeping LLC and the City for Street Sweeping Services
Recommendation: Adopt Resolution No. 87-2004.

23. **Subject:** Rancho Cordova Territory Transfer Feasibility Study Final Report Presentation by Economic & Planning Systems, Inc.
Recommendation: Receive report and direct staff as deemed appropriate.

Council Reports

Written Correspondence

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Tuesday, July 6, 2004 – Regular City Council Meeting
Monday, July 19, 2004 – Regular City Council Meeting
Wednesday, July 21, 2004 – Study Session

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 need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 942-0255 or lhare@cityofranchocordova.org at least 48 hours prior to the meeting.

City Clerk's Certificate of Posting of Agenda

I, Anna Olea-Moger, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the June 21, 2004 regular meeting of the Rancho Cordova City Council was posted on June 17, 2004 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 17th day of June 2004 at Rancho Cordova, California.

Anna Olea-Moger

Anna Olea-Moger, Deputy City Clerk

Memorandum

Date: For the Agenda of: June 21, 2004

To: Honorable Mayor and Council Members

From: George B. Anderson, Chief of Police

Subject: ADOPTION OF TOW SERVICE AGREEMENT RESOLUTION AND TOW PROGRAM FEE RESOLUTION

RECOMMENDATION

Staff recommends adopting the method of authorizing a Tow Service Agreement through the adoption of a Tow Service Agreement as a Resolution. This action will allow the City Manager, or his designee, to enter into contracts with tow service vendors and allow subsequent amendments or technical changes as needed. Additionally staff recommends that the City of Rancho Cordova adopt by resolution an administrative fee of $114 as allowed by law to recoup administrative costs associated with which reflects the City's administrative costs relating to the removal, impound, storage, or release of a properly impounded vehicle.

BACKGROUND

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These Resolutions will establish authority for the police department to regulate the performance of tow operators providing service for nonconsensual tows related to Rancho Cordova activities through a Tow Service Agreement. In addition they will establish an administrative fee of $114 which is charged to the registered owner or the agent of that owner to recover costs relating to the removal, impound, storage, or release of a properly impounded vehicle.

The tow contracts require renewal each year as a matter of policy. Each year staff reevaluates the fee schedules of the tow companies and establishes a referral fee based on market considerations and program expenses. The changes are purely administrative and can be handled at the staff level. The adoption of this agreement through a City Council resolution will allow the City Manager, or his designee, to handle the administration of the contract without having to bring technical changes to the Council for a vote.

FISCAL IMPACT

low?

Administrative charge of $114.00 per tow release will be paid directly to City rather than receiving only a percentage of the fee after the Sacramento Sheriff's Department collects it. Additionally, by contract the tow companies will be required to pay a monthly "finder's" fee of $7.75 to the city for each tow that is referred to them. While the extent of the totality of the fees to be received is unknown since this is a new program, it is anticipated that a minimum of $50,000 will be generated as a result of these fees.

AGENDA ITEM # 2

CONCLUSION

Staff recommends authorization of the Tow Service Agreement through the adoption of a City Council resolution and authorizing the City Manager, or his designee, to make technical changes as required to properly administer the Tow Service Agreement.

Additionally, staff recommends the establishment of a fee of $114 to recover the administrative costs associated with the costs relating to the removal, impound, storage, or release of a properly impounded vehicle through the adoption of a City Council resolution authorizing such fee.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 83-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING A TOW SERVICE AGREEMENT AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO MAKE TECHNICAL CHANGES AS REQUIRED TO PROPERLY ADMINISTER THE TOW SERVICE AGREEMENT

RECITALS

WHEREAS, this resolution establishes authority for the police department to regulate the performance of tow operators providing service for nonconsensual tows related to Rancho Cordova Police Activities through a Tow Service Agreement; and

WHEREAS, the tow contracts require renewal each year as a matter of policy; and

WHEREAS, each year staff reevaluates the fee schedules of the tow companies and establishes a referral fee based on market considerations and program expenses; and

WHEREAS; the adoption of this agreement through a City Council resolution, will allow the City Manager, or his designee, to handle the administration of the contract without having to bring technical changes to the Council for a vote.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova approves the Tow Service Agreement for nonconsensual tow services between tow companies and the City of Rancho Cordova in **Attachment 1**.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or his designee, may make technical changes as required to properly administer the Tow Service Agreement without the need for further City Council action on this Tow Service Agreement.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

LINDA BUDGE, MAYOR

ATTEST:

_____

LILLIAN HARE, CITY CLERK

CITY OF RANCHO CORDOVA

RESOLUTION NO. 85-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING FEES FOR THE RECOVERY OF COSTS INCURRED IN THE REMOVAL, IMPOUND, STORAGE AND RELEASE OF VEHICLES AS AUTHORIZED BY THE CALIFORNIA VEHICLE CODE

RECITALS

WHEREAS, the City of Rancho Cordova incurs significant costs associated with the towing and storage of impounded vehicles; and

WHEREAS, California Vehicle Code Section 22850.5 authorizes the City of Rancho Cordova to establish procedures for the release of properly impounded vehicles and for the imposition of a charge equal to the City's administrative costs relating to the removal, impound, storage, or release of such vehicles; and

WHEREAS, the City of Rancho Cordova does not currently recoup the costs associated with the removal, impound, storage or release of vehicles; and

WHEREAS, the costs and expenses presently incurred by the City of Rancho Cordova should be borne by the registered owner or the agent of that owner, rather than the City of Rancho Cordova and its residents; and

WHEREAS, the administrative costs currently incurred by the City of Rancho Cordova relating to the removal, impound, storage, or release of a properly impounded vehicle are collected by the County of Sacramento Towing Enforcement Detail with no financial gain to the City of Rancho Cordova.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby adopts and imposes a fee in the amount of $114 which reflects the City's administrative costs relating to the removal, impound, storage, or release of a properly impounded vehicle.

BE IT FURTHER RESOLVED that such fee shall be imposed on the registered owner or the agent of that owner prior to the release of the owner's properly impounded vehicle.

BE IT FURTHER RESOLVED that such fee shall be collected by the Chief of Police or his designated representative at the time of release of the impounded vehicle and shall be deposited by the Chief of Police into the general fund of the City Treasury.

BE IT FURTHER RESOLVED that such fees may be waived by the Chief of Police upon verifiable proof that the properly impounded vehicle was reported stolen at the time the vehicle was removed.

BE IT FURTHER RESOLVED that such fees shall not be imposed with respect to any vehicle towed under an abatement program or sold at a lien sale pursuant to Civil Code Sections 3068.1-3074, inclusive and Civil Code Section 22851 unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

BE IT FURTHER RESOLVED that with respect to any properly impounded vehicle for which such fees shall be collected, the Chief of Police shall, in accordance with Vehicle Code Section 22852, provide the vehicle's registered owner or the agent of that owner with an opportunity for a poststorage hearing to determine the validity of the storage. Such hearing may consist of an informal meeting or telephone call with the Chief of Police's designated representative or representatives.

BE IT THEREFORE FINALLY RESOLVED that the above-referenced fees shall be in addition to any other charges authorized or imposed pursuant to the California Vehicle Code.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES: $7.75?

NOES: Where

ABSENT:

ABSTENTIONS:

APPROVED:

_____

LINDA BUDGE, MAYOR

ATTEST:

_____

LILLIAN HARE, CITY CLERK

CITY OF RANCHO CORDOVA

ORDINANCE NO. 24-2004

AN ORDINANCE ADDING CHAPTER 16.83 TO TITLE 16 OF THE RANCHO CORDOVA CITY CODE RELATING TO ESTABLISHMENT OF DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF PUBLIC FACILITIES WITHIN THE SUNRISE DOUGLAS COMMUNITY PLAN AREA

The City Council of Rancho Cordova ordains as follows:

SECTION 1. Chapter 16.83 is hereby added to Title 16 of the Rancho Cordova Code to read as follows:

16.83.010 PURPOSE.

(a) The General Plan of the City of Rancho Cordova requires that areas chosen for urban expansion shall be capable of being provided within a reasonable period of time with an adequate level of public facilities including, but not limited to: 1. Roadway facilities, 2. Transit facilities, 3. Park facilities, and 4. Library facilities.

(b) The General Plan further requires the preparation of a plan that identifies a mechanism for financing those facilities necessary to serve urban development in areas designated for urban expansion. The General Plan also contains additional policies for supporting funding of adequate library facilities, supporting funding of park development, and use of developer dedications, development fees, and other means to pay for acceptable level of transportation facilities.

(c) The purpose of this chapter is to implement the General Plan requirements set forth in subdivisions (a) and (b) of this section and to use the authority in Article XI, Section 7 of the California Constitution by imposing development fees to fund the cost of certain facilities, the need for which is directly or indirectly generated by the type and level of development proposed in the Sunrise Douglas Community Plan, as may be amended from time to time, and in the Sunridge Specific Plan and other development projects located within the Sunrise Douglas Community Plan area.

(d) It is the further purpose of this chapter to require that adequate provision is made for developer financed public facilities within the Sunrise Douglas Community Plan area as a condition to any rezoning and prior to approval of certain permits within said area.

16.83.020 DEFINITIONS.

(a) "Areas" means those geographic areas established for public facilities financing purposes within the Sunrise Douglas Community Plan Public Facilities Financing Plan Area depicted in Figure 1 attached to this ordinance and incorporated herein by reference. Area 1 comprises the Sunridge Specific Plan area. A detailed map of each Area depicted on Figure 1 is on file with the Public Works Department of the City of Rancho Cordova and is by this reference incorporated herein.

(b) "Building Permit" means the permit issued or required for the construction of Residential dwelling units or for the construction or improvement of additional square footage of floor area for any Non-Residential structure pursuant to and as defined by the City of Rancho Cordova Building Code.

AGENDA ITEM # 3

(c) "City" means the City of Rancho Cordova.

(d) "Commercial Development" means buildings constructed for the purpose of occupancy by retail, services, and other principally non-office businesses located on sites zoned SC Shopping Center, LC Limited Commercial, TC Travel Commercial, AC Auto Commercial, or GC General Commercial in accord with the City of Rancho Cordova Zoning Code or designated Commercial or Commercial Mixed Use (CMU) by the Sunridge Specific Plan or other specific plan. Residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the Zoning Code or specific plan are Residential Development rather than Commercial Development for purposes of this chapter.

(e) "Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

(c) (f) "Council" means the City Council of the City of Rancho Cordova.

(d) (g) "Department" means the City of Rancho Cordova Public Works Department.

(h) "Development Fee" or "Development Impact Fee" means the fee levied by this chapter upon the approval of building permits within the Sunrise Douglas Community Plan Area.

(i) "Development Unit" means dwelling unit for Residential Development or square foot of building floor area for Non-Residential Development.

(j) "Director" means the Director of the Rancho Cordova Public Works Department.

(k) "Equivalent Dwelling Unit Factor" means the number of Equivalent Dwelling Units (EDUs) per Development Unit that indicates the relative financial responsibility for facilities of a specific land use category as defined in this chapter and regulated by the Rancho Cordova Zoning Code compared to the financial responsibility for the same facilities of one acre of land zoned for one single-family detached dwelling unit per acre.

(l) "Facilities" means those public facilities designated in the Sunrise Douglas Community Plan Development Impact Fee Program.

(m) "Fee Per Equivalent Dwelling Unit" means the fee rate that is calculated for each category of public facilities by dividing the total estimated cost of the facilities by the total Equivalent Dwelling Units to be generated by planned development within the Sunrise Douglas Community Plan Area and subject to the SDCP Development Impact Fee Program.

(n) "Improvement Plan" means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova Public Works Department pursuant to Chapter 12.03 of the Rancho Cordova City Code prior to the issuance of a building permit for the property.

(o) "Land Use Category" means any of the following development categories as defined by this chapter: Single Family Residential Development, Multi-Family Residential Development, Commercial Development, and Office Development.

(p) "Multi-Family Residential Development" means buildings consisting of three or more attached dwelling units for residential occupancy as apartments, townhouses, or condominiums.

(q) "Non-Residential Development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-

family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobilehomes. Typically Non-Residential Development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the City of Rancho Cordova Zoning Code, but may also include buildings for use by churches, daycare centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either Residential Development or Non-Residential Development for purposes of this chapter.

(r) "Office Development" means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP Business and Professional Office in accord with the City of Rancho Cordova Zoning Code or designated Commercial or CMU Commercial Mixed Use by the Sunridge Specific Plan or other specific plan.

(s) "Planning Director" means the Planning Director of the City of Rancho Cordova.

(t) "Program Fee Per Development Unit" means the development fee per Development Unit for a particular category of facilities. For each facilities category the Program Fee Per Development Unit is calculated by multiplying the Fee Per Equivalent Dwelling Unit by the Equivalent Dwelling Unit Factor for each Land Use Category as established and periodically updated in the Sunrise Douglas Community Plan Development Impact Fee Program.

(u) "Programmed Cost" means the estimated cost of constructing a facility based upon the unit costs for each construction item plus a fixed 21% for inspection, materials testing, design and construction surveys, and engineering, and a fixed 10% for construction contingency as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the Council.

(v) "Residential Development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter Residential Development includes buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses or other non-housing development allowed by special use permit to be constructed on sites zoned for residential use are Non-Residential Development for purposes of this chapter.

(w) "Single Family Residential Development" means buildings consisting of individual dwelling units or no more than two attached dwelling units for residential occupancy as single-family detached homes, single-family attached homes, duplexes, halfplexes, manufactured homes, mobilehomes, and residential accessory dwellings.

(x) "Sunrise Douglas Community Plan Administration Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.080.

(y) "Sunrise Douglas Community Plan Area" means all property located within the geographic area of the Sunrise Douglas Community Plan (SDCP) as originally adopted by the Sacramento County Board of Supervisors by Resolution No. 2002-0902 and as defined in the certified Final Environmental Impact Report for the Sunrise Douglas Community Plan and Sunridge Specific Plan.

(z) "Sunrise Douglas Community Plan - Cordova Recreation & Park District Park Improvement Fund" or "Sunrise Douglas Community Plan CRPD Park Improvement Fund" means that special interest-bearing trust fund estab shed pursuant to Section 16.83.060.

(aa) "Sunrise Douglas Commur ity Plan Fee Program Update Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.070.

(bb) "Sunrise Douglas Community Plan Development Impact Fee Program" means the plan, including any amendments thereto, adopted by resolution by the Council for financing of designated public facilities to serve the Sunrise Douglas Community Plan Area, including, but not limited to, a designation of those facilities to be constructed with the Development Fees collected pursuant to this chapter, the priority list for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each Area of the Sunrise Douglas Community Plan Area as established.

(cc) "Sunrise Douglas Community Plan Interim Sewer Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.050.

(dd) "Sunrise Douglas Community Plan Library Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.065.

(ee) "Sunrise Douglas Community Plan Public Facilities Financing Plan Area" or "SDCP-PFFP Area" means all property located within the Sunrise Douglas Community Plan Area depicted in Figure 1 attached to this ordinance and hereby incorporated by reference. A detailed map of the property depicted on Figure 1 is on file with the Public Works Department of the City of Rancho Cordova and is by this reference incorporated herein.

(ff) "Sunrise Douglas Community Plan Roadway Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.030.

(gg) "Sunrise Douglas Community Plan Supplemental Offsite Water Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.045.

(hh) "Sunrise Douglas Community Plan Transit Shuttle Fund" means that special interest-bearing trust fund established pursuant to Section 16.83.040.

16.83.030 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN ROADWAY FUND.

a. (a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Roadway Fund. All amounts collected from roadway Development Fees from Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs identified in the roadway capital improvement program of the Sunrise Douglas Community Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Roadway Fund shall be administered by the Director.

16.83.040 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN TRANSIT SHUTTLE FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Transit Shuttle Fund. All amounts collected from transit shuttle Development Fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs of transit shuttle facilities and equipment identified in the Sunrise Douglas Community Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Transit Shuttle Fund shall be administered by the Director.

16.83.045 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN SUPPLEMENTAL OFFSITE WATER FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Supplemental Offsite Water Fund. All amounts collected from supplemental offsite water Development Fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs of supplemental offsite water facilities identified in the Sunrise Douglas Community Plan Specific Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Supplemental Offsite Water Fund shall be administered by the Director.

16.83.050 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN INTERIM SEWER FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Interim Sewer Fund. All amounts collected from interim sewer Development Fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs of interim sewer facilities identified in the Sunrise Douglas Community Plan Specific Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Interim Sewer Fund shall be administered by the Director.

16.83.060 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN CRPD PARK IMPROVEMENT FUND.

(a) There is hereby created by the office of the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan CRPD Park Improvement Fund. All park improvement Development Fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the Cordova Recreation & Park District or its successor agency solely to pay the costs of applicable parks and recreation facilities identified in the Sunrise Douglas Community Plan Specific Plan - Development Impact Fee Program for Area 1.

(b) The Sunrise Douglas Community Plan CRPD Park Improvement Fund shall be administered by the Cordova Recreation & Park District.

16.83.065 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN LIBRARY FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Library Fund. All library Development Fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the Sacramento Public Library Authority, or its successor agency, solely to pay the costs of library facilities identified in the Sunrise Douglas Community Plan Specific Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Library Fund shall be administered by the Sacramento Public Library Authority.

16.83.070 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN FEE PROGRAM UPDATE FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Fee Program Update Fund or other appropriate accounting mechanism. All fee program update fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova, or its successor agency, solely to pay the costs associated with updating the Sunrise Douglas Community Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Fee Program Update Fund shall be administered by the Director.

16.83.080 ESTABLISHMENT AND ADMINISTRATION OF SUNRISE DOUGLAS COMMUNITY PLAN ADMINISTRATION FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the Sunrise Douglas Community Plan Administration Fund or other appropriate accounting mechanism. All administration fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova, or its successor agency, solely to pay the costs associated with administering the Sunrise Douglas Community Plan Development Impact Fee Program.

(b) The Sunrise Douglas Community Plan Administration Fund shall be administered by the Director.

16.83.090 IMPOSITION OF DEVELOPMENT FEE.

No change in a land use zoning designation shall be approved within the Sunrise Douglas Community Plan area unless payment of the Development Fees established by this chapter is required of the property owner as a condition of such approval. No building permit shall be approved for property within the Sunrise Douglas Community Plan area unless the Development Fees for that property are paid as required by this chapter.

16.83.100 PAYMENT OF DEVELOPMENT FEES.

The Development Fees imposed pursuant to this chapter shall be paid by the property owner to the Department, in an amount calculated pursuant to Sections 16.83.120, 16.83.130, and 16.83.140. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits.

16.83.110 ADOPTION OF THE CAPITAL IMPROVEMENT PLAN AND COMPLIANCE WITH PRIORITY LIST OF SUNRISE DOUGLAS COMMUNITY PLAN DEVELOPMENT IMPACT FEE PROGRAM.

(a) The Council shall by resolution adopt the capital improvement plan of the Sunrise Douglas Community Plan Development Impact Fee Program. The Council shall review the capital improvement plan of the Sunrise Douglas Community Plan Development Impact Fee Program not less than annually and may amend it by resolution at its discretion.

(b) With the exception of facilities approved by the Director for construction by a property owner pursuant to Section 16.91.160, all facilities shall be funded in accordance with the priority list established in the Sunrise Douglas Community Plan Development Impact Fee Program.

16.83.120 ESTABLISHMENT OF DEVELOPMENT FEES AND CREATION OF ZONES.

(a) A separate Development Fee is hereby established for each of the following categories:

1. Sunrise Douglas Community Plan Roadway;
2. Sunrise Douglas Community Plan Transit Shuttle;
3. Sunrise Douglas Community Plan Supplemental Offsite Water;
4. Sunrise Douglas Community Plan Interim Sewer;
5. Sunrise Douglas Community Plan CRPD Park Improvement;
6. Sunrise Douglas Community Plan Library;
7. Sunrise Douglas Community Plan Fee Program Update; and
8. Sunrise Douglas Community Plan Administration.

(b) There is hereby created one (1) initial Area of the SDCP area encompassing the Sunridge Specific Plan area as shown in Figure 1.

(c) The Sunrise Douglas Community Plan Roadway Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Transit Shuttle Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Supplemental Offsite Water Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Interim Sewer Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan CRPD Park Improvement Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Library Development Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Fee Program Update Fee shall apply to property within Area 1. The Sunrise Douglas Community Plan Administration Fee shall apply to property within Area 1.

(d) Future Areas of the SDCP Development Impact Fee Program shall be created as additional public facilities financing plans are implemented for remaining undeveloped areas outside of the SunRidge Specific Plan area but within the boundaries of the Sunrise Douglas Community Plan area.

16.83.130 CALCULATION OF DEVELOPMENT FEES.

a. (a) For Single Family Residential Development and Multi-Family Residential Development within Area 1, the development fees per dwelling unit set forth in Sections 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

$F = P$

Where:

F = the development fee for each category of public facilities to be paid for each dwelling unit by the owner of property for which a change in land use zone has been approved or the permits described in Section 16.83.090 are proposed for approval; and

P = Program Fee per Dwelling Unit for each category of public facilities for the type of development as shown in the Sunrise Douglas Community Plan Development Impact Fee Program.

(b) For Non-Residential Development within Area 1, the development fees per building permit set forth in Sections 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = P x S

Where:

F = the development fee for each category of public facilities to be paid for each building permit by the owner of property for which a change in land use zone has been approved or the permits described in Section 16.91.090 are proposed for approval; and

P = Program Fee per square foot of building floor area for each category of public facilities for the type of development as shown in the Sunrise Douglas Community Plan Development Impact Fee Program.

S = the number of square feet of building floor area proposed for development.

(c) The administration fee per building permit as set forth in Sections 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = T x 3.75%

Where:

F = the administration fee to be paid for each dwelling unit for Single Family Residential Development and Multi-Family Residential Development, or for each building permit for Non-Residential Development, by the owner of property for which a change in land use zone has been approved or the permits described in Section 16.83.090 are proposed for approval.

T = the sum of the Development Fees for all fee categories of public facilities to be paid for each dwelling unit for Single Family Residential Development and Multi-Family Residential Development, or for each building permit for Non-Residential Development, before any applicable credits pursuant to Sections 16.83.150, 16.83.160, 16.83.165, 16.83.170, or 16.83,180 are applied, by the owner of property for which a change in land use zone has been approved or the permits described in Section 16.83.090 are proposed for approval.

(d) The Development Fees shall be paid by the property owner in the amount as calculated pursuant to subdivision (a), (b) and (c) of this section for the categories of facilities established by Section 16.83.120, which are applicable.

(e) For the purpose of calculating Sunrise Douglas Community Plan Development Fees pursuant to subdivision (a), (b), (c), (d) and (j) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a Special Planning Area, the Planning Director is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

(f) For the purpose of calculating Sunrise Douglas Community Plan Development Fees pursuant to subdivision (a), (b), (c), and (d) of this section for building permits for land use categories not included in this ordinance, the Planning Director is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

(g) For the purpose of calculating Sunrise Douglas Community Plan Development Impact Fees pursuant to subdivision (a), (b), (c), and (d) of this section for service stations, the floor area in additional square feet of the buildings proposed to be constructed, improved, or relocated from outside of the Sunrise Douglas Community Plan area shall include the square footage underneath all canopies.

16.83.140 ESTABLISHMENT OF EQUIVALENT DWELLING UNIT FACTORS FOR LAND USES WITHIN THE SUNRISE DOUGLAS COMMUNITY PLAN AREA.

(a) The equivalent dwelling unit factors for property within the SunRidge Specific Plan area are based on the Sunrise Douglas Community Plan Development Impact Fee Program.

(b) The equivalent dwelling unit (EDU) factors utilized to calculate the roadway Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	4.50 per acre
Multifamily Residential	10.20 per acre
Office	13.50 per acre
Commercial	16.30 per acre

(c) The equivalent dwelling unit (EDU) factors utilized to calculate the transit shuttle Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	4.40 per acre
Multifamily Residential	38.10 per acre
Office	36.90 per acre
Commercial	52.80 per acre

(d) The equivalent dwelling unit (EDU) factors utilized to calculate the offsite water Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	1.00 per unit
Multifamily Residential	0.75 per unit
Office	4.00 per acre
Commercial	4.00 per acre

(e) The equivalent dwelling unit (EDU) factors utilized to calculate the interim sewer Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	1.00 per unit
Multifamily Residential	0.75 per unit

Office	2.61 per acre
Commercial	1.09 per acre

(f) The equivalent dwelling unit (EDU) factors utilized to calculate the park improvement Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	1.00 per unit
Multifamily Residential	0.78 per unit
Office	1.74 per acre
Commercial	1.01 per acre

(g) The equivalent dwelling unit (EDU) factors utilized to calculate the library Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	1.00 per unit
Multifamily Residential	0.78 per unit
Office	N/A
Commercial	N/A

(h) The equivalent dwelling unit (EDU) factors utilized to calculate the fee program update Development Fees shall be as follows:

Land Use Categories	**EDU Factor**
Single Family Residential	1.00 per acre
Multifamily Residential	1.00 per acre
Office	1.00 per acre
Commercial	1.00 per acre

16.83.150 CREDIT FOR CONSTRUCTION OF ROADWAY FACILITIES.

(a) Upon application by the property owner or his authorized agent, the Director may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the Priority List in the Sunrise Douglas Community Plan Development Impact Fee Program in lieu of all, or a portion of, the roadway Development Fee required by this chapter. If so authorized, the credit for such in lieu construction to be provided to the property owner shall be equal to eighty percent (80%) the programmed cost of the facility as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must be accepted by the Department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Director and the City Attorney, prior to credit being given and issuance of any of the approvals set forth in Section 16.83.100.

(b) Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining twenty percent (20%) of the programmed cost as designated in the Sunrise Douglas Community Plan Development Impact Fee Program, or other amount as may be determined by the Director pursuant to Section 16.83.175, maybe issued as a credit balance to the property owner that may be utilized within the Sunrise Douglas Community Plan area.

(c) Where the amount of the credit is less than the amount of the otherwise applicable roadway Development Fee, the property owner must pay the difference as set forth in Section 16.83.100.

(c) Where the amount of the credit is greater than the amount of the Development Fee, the property owner shall be paid the difference only from the applicable Sunrise Douglas Community Plan Roadway Fund within a reasonable time after the project is accepted by the Department pursuant to Section 16.83.160 in order of priority on the Priority List in the Sunrise Douglas Community Plan Development Impact Fee Program when funds are available.

(d) Where a facility is proposed for construction by the property owner, the Director at his discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to Section 16.83.160.

16.83.160 REIMBURSEMENT FOR CONSTRUCTION OF ROADWAY PROJECTS IN ADVANCE OF THE SUNRISE DOUGLAS COMMUNITY PLAN DEVELOPMENT IMPACT FEE PROGRAM PRIORITY LIST SCHEDULE.

(a) Upon application by the property owner or his authorized agent, the Director may enter into a reimbursement agreement authorizing the construction of any roadway facilities, or portions thereof, designated in the Sunrise Douglas Community Plan Development Impact Fee Program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the applicable Sunrise Douglas Community Plan Roadway Fund when funds are available.

(b) The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program in effect at the time the construction contract is awarded for that specific facility or other amount as may be determined by the Director pursuant to Section 16.83.175. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction based on the Priority List in the Sunrise Douglas Community Plan Development Impact Fee Program or as different timing is otherwise authorized by the Director.

(c) By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the Development Fees in the manner and amount specified by this chapter.

(d) If the Director enters into an agreement authorized by subdivision (a) of this section, or credit agreement as authorized by Section 16.83.150(c) the agreement shall provide that: (1) The general fund of the City is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the City is not pledged for the payment of any obligations arising from the agreement; (3) the landowner shall not compel the exercise of the City taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the Development Fees deposited in the applicable Sunrise Douglas Community Plan Roadway Fund.

(e) Property owner or his authorized agent shall apply for reimbursement as set forth in subdivisions (a) (b) (c) and (d) of this Section no later than four (4) years after the roadway project is constructed and accepted. Property owner shall waive the right of reimbursement for construction costs payable under this Section when the reimbursement is not applied for within said four (4) year limitation.

16.83.170 CREDIT OR REIMBURSEMENT FOR CONSTRUCTION OF PARK AND RECREATION FACILITIES.

(a) Upon application by the property owner or his authorized agent, the park facilities provider, the Cordova Recreation and Park District, may authorize the construction of any park and recreation facilities, or portions thereof, as designated in the Sunrise Douglas Community Plan Development Impact Fee Program in lieu of all, or a portion of, the park improvement Development Fee required by this chapter and may enter into a credit agreement pursuant to subsections (b), (c), and (d) of this section or may enter into a reimbursement agreement pursuant to sub-sections (e), (f), and (g) of this section. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by the park facilities provider, the Cordova Recreation and Park District or otherwise authorized by said park facilities provider, prior to credit being given and issuance of any of the approvals set forth in Section 16.83.100.

(b) Where the amount of the credit is less than the amount of the otherwise applicable park improvement Development Fee, the property owner must pay the difference as set forth in Section 16.83.100.

(c) Where the amount of the credit is greater than the amount of the Development Fee, the property owner shall be paid the difference only from the applicable Sunrise Douglas Community Plan CRPD Park Improvement Fund within a reasonable time after the project is accepted by the park facilities provider.

(d) If the parks facilities provider and a property owner agree, the property owner may receive a credit against the park improvement Development Fee in an amount not to exceed the value of property conveyed to the provider as determined by the park facilities provider.

(e) Upon application by the property owner or his authorized agent, the park facilities provider, the Cordova Recreation and Park District, may enter into a reimbursement agreement authorizing the construction of any park facilities, or portions thereof, designated in the Sunrise Douglas Community Plan Development Impact Fee Program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the applicable Sunrise Douglas Community Plan CRPD Park Improvement Fund.

(f) The amount of reimbursement shall be the estimated cost of the facility as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program in effect at the time the construction contract is awarded for that specific facility.

(g) By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the Development Fees in the manner and amount specified by this chapter.

16.83.175 PROGRAMMED COST UPDATES.

(a) Upon application by the property owner or his authorized agent, the Director may update the Sunrise Douglas Community Plan Development Impact Fee Program to cover a cost overrun for a facility in excess of the current programmed cost.

(ba) Where any credit or reimbursement agreement is approved by the Director for an amount in excess of the programmed cost as set forth in subdivision (a) of this Section, the total cost paid or credited for the facility shall be reduced by an amount determined as follows:

P * (NF – OF) = Reduction to fee credit/reimbursement amount,

Where:

P = Number of permits issued on developer's property after the application is approved to process a fee update and prior to the effective date of the new fee.

NF = Amount of new fee adopted by Council after fee update.

OF = Amount of old fee in place prior to the fee update.

16.83.180 CREDIT FOR CONSTRUCTION OF OFFSITE WATER FACILITIES.

(a) Upon application by the property owner or his authorized agent, the Director may authorize the construction of any offsite water facilities, or portions thereof, as designated in the Sunrise Douglas Community Plan Development Impact Fee Program in lieu of all, or a portion of, the supplemental offsite water Development Fee required by this chapter. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by the Department and the Sacramento County Water Agency prior to credit being given and issuance of any of the approvals set forth in Section 16.83.100.

(b) Where the amount of the credit is less than the amount of the otherwise applicable supplemental offsite water Development Fee, the property owner must pay the difference as set forth in Section 16.83.100.

(c) Where the amount of the credit is greater than the amount of the Development Fee, the property owner shall be paid the difference only from the Sunrise Douglas Community Plan Supplemental Offsite Water Fund within a reasonable time after the project is accepted by the City and the Sacramento County Water Agency.

16.83.190 CREDIT FOR CONSTRUCTION OF INTERIM SEWER FACILITIES.

(a) Upon application by the property owner or his authorized agent, the Director may authorize the construction of any interim sewer facilities, or portions thereof, as designated in the Sunrise Douglas Community Plan Development Impact Fee Program in lieu of all, or a portion of, the interim sewer Development Fee required by this chapter. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the Sunrise Douglas Community Plan Development Impact Fee Program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by County Sanitation District 1 of Sacramento County (CSD-1) prior to credit being given and issuance of any of the approvals set forth in Section 16.83.100.

(b) Where the amount of the credit is less than the amount of the otherwise applicable interim sewer Development Fee, the property owner must pay the difference as set forth in Section 16.83.100.

(c) Where the amount of the credit is greater than the amount of the Development Fee, the property owner shall be paid the difference only from the Sunrise Douglas Community Plan Interim Sewer Fund within a reasonable time after the project is accepted by CSD-1.

16.91.200 ANNUAL PROGRAM FEE ADJUSTMENT.

Beginning March 1, 2005, and thereafter each year no later than March 15, the Director shall authorize the adjustment of the Program Fee per Development Unit for each type of development in each fee category as follows:

(a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.

(b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous January, however, the March 2005 adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for April 2004, and, if a new Program Fee has been adopted after January of the previous year, the adjustment factor shall use the "mean" index from the month that the fee was adopted.

(c) The new Program Fee per Development Unit shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this section, by the Program Fee per Development Unit in place prior to the annual adjustment.

(d) The Estimated Cost of the Facilities used in the Capital Improvement Program and for calculating credits and reimbursements pursuant to Sections 16.83.150, 16.83.160, 16.83.170, and 16.83.180 shall be adjusted annually using the same adjustment factor pursuant to subsections (a), (b) and (c) of this section.

16.83.210 ALTERNATIVE METHOD AND COMPLIANCE WITH OTHER LAWS.

(a) This chapter is intended to establish a supplemental method for funding the cost of certain facilities the need for which will be generated by the level and type of development proposed in the Sunrise Douglas Community Plan Area or the applicable portions of the Sunrise Douglas Community Plan. The provisions of this chapter shall not be construed to limit the power of the Council to impose any other fees or exactions or to continue to impose existing ones, on development within the Sunrise Douglas Community Plan Area, but shall be in addition to any other requirements which the City is authorized to impose, or has previously imposed, as a condition of approving plans, rezonings or other entitlements within the Sunrise Douglas Community Plan Area pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct, and/or dedicate the improvements, public facilities and other exactions required by, but not limited to: (1) the City of Rancho Cordova Public Works Department Improvement Standards; (2) the Sacramento County Municipal Services Agency Improvement Standards; (3) the Quimby Act (Government Code Section 66477 et seq.) and implementing ordinances (Chapter 22.40 of this Code); (4) school impact fees (Government Code Sections 65970 et. seq.) and implementing ordinances; and (5) county drainage fees (County Water Agency Ordinance No. 1). Any credits or repayments pursuant to Sections 16.83.150 and 16.83.160 shall not include the funding, construction or dedications described in this section.

(b) The construction of facilities by a private owner pursuant to Section 16.83.150, 16.83.160, 16.83.170, or 16.83.180 shall be performed and contracted for only as required by law, including but not limited to, compliance with the Department's and Agency's Improvement Standards, and requirements for public works, if applicable to the particular facility."

SECTION 2. This ordinance was introduced and the title thereof read at the regular meeting of the City Council on _____ and on _____ further reading was waived by the unanimous vote of the Council members present.

This ordinance shall take effect and be in full force on and after thirty days (30) days from the date of its passage; and before the expiration of fifteen (15) days from the date of its passage, it shall be published once with the names of the members of the City Council voting for and against the same, said publication to be made in a newspaper of general circulation published in the City of Rancho Cordova.

ADOPTED, THIS ____ day of _____, 2004, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
Linda Budge, Mayor

ATTEST:

_____
Lillian Hare, City Clerk

RESOLUTION NO. 79-2004

RESOLUTION APPROVING THE SUNRISE DOUGLAS COMMUNITY PLAN DEVELOPMENT IMPACT FEE PROGRAM NEXUS STUDY

WHEREAS, on June 19, 2002, the Board of Supervisors of the County of Sacramento certified as adequate and complete the Final Environmental Impact Report for the Sunrise Douglas Community Plan and Sunridge Specific Plan (Control No's. 93-SFB-GPB-CZB-0243 and 97-SDB-0037); and

WHEREAS, on July 17, 2002, the Board of Supervisors of the County of Sacramento approved the General Plan Amendment for the Sunridge Specific Plan by Resolution No. 2002-0900, approved the Sunridge Specific Plan and amended the Cordova and Southeast (Consumnes) Community Plans by Resolution No. 2002-0901, adopted the Sunridge zoning conditions by Ordinance No. SZC-2002-0014, incorporated the provisions of the Sunridge Specific Plan into title VI of the Sacramento County Zoning Code by Ordinance No. SZC-2002-0015, and approved the Public Facilities Financing Plan for the Sunridge Specific Plan (the "Financing Plan"); and

WHEREAS, Policy LU-8 of the Land Use Element of the Sacramento County General Plan requires that "infrastructure financing plans which specify the extent, timing and estimated cost of all necessary infrastructure shall be approved by the Board of Supervisors together with the approval of zoning for any urban uses in urban growth areas," which requirement was met by approval of the Financing Plan; and

WHEREAS, with the approval of the electorate on November 5, 2002, the City of Rancho Cordova incorporated and the City Council of Rancho Cordova (the "Council") adopted the relevant provisions of the Sacramento County Code and County Zoning Code as the Rancho Cordova City Code and City Zoning Code, and assumed planning and development jurisdiction over the SunRidge Specific Plan effective on July 1, 2003; and

WHEREAS, Policy LU-8 of the Sacramento County and Rancho Cordova General Plans also requires that "the resulting financing mechanisms shall be implemented prior to the approval of all entitlements in urban growth areas;" and

WHEREAS, the Financing Plan calls for the implementation of a Sunrise Douglas Community Plan ("SDCP") fee program to finance roadways, transit shuttle, supplemental offsite

water, interim sewer, park, and library facilities needed to serve development of the Sunridge Specific Plan; and

WHEREAS, the City of Rancho Cordova engaged the Goodwin Consulting Group, Inc., which worked with staff and Sunridge property owners and prepared a report entitled "Sunrise Douglas Community Plan Development Impact Fee Program Nexus Study" (the "SDCP Fee Program"); and

WHEREAS, the SDCP Fee Program develops and explains the details of a development fee program proposed to finance the required roadways, transit shuttle, supplemental offsite water, interim sewer, park, and library facilities to serve development in the Sunridge Specific Plan, as well as defray the costs of periodic updates to and routine administration of the SDCP Fee Program and is by this reference incorporated herein; and

WHEREAS, Government Code Sections 66000 and following (the "Statute") requires that a local agency hold a noticed public hearing, at which oral or written presentations can be made, prior to the adoption of a resolution approving a new fee or increasing an existing fee; and

WHEREAS, on June 7, 2004 at ___ p.m., the Council commenced a Public Hearing on the SDCP Fee Program; and

WHEREAS, notice of said public hearing as required pursuant to the provisions of the Statute has been duly and properly given; and

WHEREAS, all written and oral presentations have been duly considered by the Council.

NOW, THEREFORE, be it resolved by the Council as follows:

1. The above recitals are true and correct and the Council so finds and determines.
2. The Council finds and determines that:
   a) The purpose of SDCP Fee Program Development Fees is to the financing necessary to ensure that development within the Sunrise Douglas Community Plan area, including the Sunridge Specific Plan area, is capable of being provided, within a reasonable period of time, with adequate levels of roadway, transit, water, interim sewer, park development, and library facilities, as well as to fund updates and administration of the SDCP Fee Program.
   b) The use of SDCP Fee Program Development Fees is to fund the roadway, transit, water, interim sewer, park development, and library facilities identified in the SDCP Fee Program and SDCP Fee Program updates and administration.

c) There is a reasonable relationship between the use of SDCP Fee Program Development Fees and the type of development projects on which the fees are imposed as set forth in the SDCP Fee Program.

d) There is a reasonable relationship between the need for the identified public facilities and the type of development projects on which the fees are imposed as set forth in the SDCP Fee Program.

e) There is a reasonable relationship between the amount of the SDCP Fee Program Development Fees and the cost of identified public facilities or portion of the identified public facilities attributable to the development on which the fees are imposed as set forth in the SDCP Fee Program.

3. The SDCP Fee Program is hereby imposed and is effective August 9, 2004.

PASSED AND ADOPTED, this _____ day of _____, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Linda Budge, Mayor

ATTEST:

_____
Lillian Hare, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 22-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPLACING EXISTING TITLE 20, CHAPTER 20.04 (SURFACE MINING AND RECLAMATION) WITH A NEW TITLE 20, CHAPTER 20.04 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE FOR SURFACE MINING AND RECLAMATION

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 new Surface Mining and Reclamation Regulations.

SECTION 2: Findings

CEQA

Finding: The amendment to the City of Rancho Cordova Municipal Code Surface Mining and Reclamation Regulations is exempt from the California Environmental Quality Act under Section 15308 of the CEQA Guidelines.

Evidence: The proposed amendment to change the procedures for review and action on reclamation plans applications will not have the potential to degrade the quality of the environment. The adoption of the new Surface Mining and Reclamation Ordinance would not negatively impact the environment, because its purpose is to provide a planning tool for systematic mining, reclamation and reuse of particular land areas. The new Surface Mining and Reclamation Ordinance would be consistent with the current State Mines and Geology Board (SMGB) guidelines and certified by the Board.

Zoning Amendment

Finding: The proposed Code amendment is consistent with State law, the General Plan and the Rancho Cordova Community Plan. (Section 65860 of the Government Code)

Evidence: This ordinance is consistent with the State Mines and Geology Boards goals, objectives, policies, and implementation measures for the mining and reclamation of lands and will ensure mining operations are conducted in a manner consistent with planned land uses as identified in the City's General Plan. The new ordinance promotes the protection of natural resources and facilitates land reclamation, according to the goals and objective of the Conservation Element of the General Plan.

AGENDA ITEM # 4

SECTION 3: Action

Section 3 includes the recommended changes to the Municipal Code. The text changes are identified as follows; the language to be removed is in ~~strikethrough~~ and the language that is added to the Municipal Code is underlined

The City Council hereby deletes Municipal Code Title 20, Chapter 20.04 in its entirety, as follows:

~~Chapter 20.04~~

~~SURFACE MINING AND RECLAMATION~~

~~Sections:~~
~~20.04.010 Purpose.~~
~~20.04.020 Definitions.~~
~~20.04.030 Exempt Activities.~~
~~20.04.040 Reclamation Plans for Sand and Aggregate Mining.~~
~~20.04.050 Lignite and Clay and Related Materials.~~
~~20.04.060 Additional Requirements for All Reclamation plans.~~
~~20.04.070 Financial Assurances.~~
~~20.04.080 Conditional Use Permit Required.~~
~~20.04.090 Work Authorization Permit.~~
~~20.04.100 Existing Mines and New Mines.~~
~~20.04.110 Annual Reports.~~
~~20.04.120 Inspections and Reports.~~
~~20.04.130 Idle Mining Operations.~~
~~20.04.140 Enforcement.~~
~~20.04.150 Fees.~~

~~20.04.010 Purpose.~~
~~This chapter is enacted to implement the Surface Mining and Reclamation Act of 1975 and the regulations promulgated pursuant thereto. The reclamation plan requirements of this chapter are intended to apply to all surface mining areas in the unincorporated area of the County. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)~~

~~20.04.020 Definitions.~~
~~a. The following definitions apply to this chapter:~~
~~1. "Board" means the Board of Supervisors, County of Sacramento, State of California.~~
~~2. "Department" means the Sacramento County Planning and Community Development Department.~~
~~3. "Existing mine" means the same as a "surface mining operation" as defined in this section provided said surface mining operation was in operation on January 1, 1976.~~

4. "Idle mining operation" means a surface mining operation that has been curtailed for one year or more by 90 percent of the operation's previous maximum annual mineral production with the intent to resume those operations at a future date.

5. "Mined lands" includes the surface, subsurface and groundwater of an area in which surface mining operations will be, are being, or have been conducted, including private ways and roads appurtenant to any such areas in which structures, facilities, equipment, machines, tools or other materials or property which result from, or are used in surface mining operations, are located.

6. "Operator" means any person who is engaged in surface mining operations himself, or who contracts with others to conduct operations on his behalf, except a person who is engaged in surface mining operations as an employee with wages as his sole compensation.

7. "Permit" means a conditional use permit granted by an appropriate authority pursuant to the Zoning Code of Sacramento County or predecessor zoning ordinances.

8. "Person" means any natural person, firm, association, joint venture, joint stock company, partnership, club, company, corporation, business trust, or organization of any kind as well as an city, county, district, or the state or any department or agency thereof.

9. "Reclamation" means the combined process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses and create no danger to public health or safety. The process may extend to affected lands surrounding mined lands, and may require backfilling, grading, resoiling, revegetation, soil compaction stabilization or other measures.

10. "SMARA" means Surface Mining and Reclamation Act of 1975, as amended from time to time.

11. "Surface mining operations" means all, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, borrow pitting, streambed skimming, segregation and stockpiling of mined materials and recovery of the same or surface work incident to an underground mine. Surface mining operations shall include, but are not limited to in-place distillation, retorting or leaching, the production and disposal of mining waste, and prospecting and exploratory activities.

12. (A) "Vested rights" means that no person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall be required to secure a permit pursuant to the provisions of this chapter as long as such vested right continues; provided, however, that no substantial changes may be made in any such operation except in accordance with the provisions of this chapter. A person shall be deemed to have such vested rights if, prior to January 1, 1976, he has, in good faith and in reliance upon a permit or other authorization, if such permit or other authorization was required, diligently commenced surface mining operations and incurred substantial liabilities for work and materials necessary therefore. Expense incurred in obtaining the enactment of an ordinance in relation to a particular operation or the issuance of a permit shall not be deemed liabilities for work or materials. (B) A

person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall submit to the Department a reclamation plan for operations to be conducted after January 1, 1976, unless a reclamation plan was approved by the Board prior to the effective date of this ordinance.

13. "Work authorization permit" is a permit issued by the Department of Public Works of the County of Sacramento authorizing a surface mining operation to proceed. (A) Nothing in this chapter shall be construed as requiring the filing of a reclamation plan for, or the reclamation of, mined lands on which surface mining operations were conducted prior to January 1, 1976. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)

20.04.030 Exempt Activities.

The requirements of this Chapter do not apply to excavation that is related to agricultural activities or on-site construction or which involve the removal of no more than 1,000 cubic yards of materials per acre, including, but not limited to, exploratory excavation in which no more than 1,000 cubic yards of materials per acre are removed.

a. Excavation that is related to agricultural activities is the movement, disturbance or removal of surface or subsurface soil or rock for the improvement or enhancement of agricultural production. It includes, but not by way of limitation, land leveling, ripping, plowing, or discing; blasting or trenching for orchard development; and, development of stock ponds or drainage basins when reasonably related to bona fide on-site agricultural activities. It does not include the mining of ore, gravel, or minerals from agriculturally zoned parcels.

b. Excavation that is related to on-site construction is any excavation where the final result is a building, building pad, or structure requiring a building permit; the modification of the surface or subsurface soil or rock for the purpose of development, including, but not by way of limitation, land leveling, plowing, discing, removing and filling, provided that the development, including any public works project, has been previously approved by the County of Sacramento. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)

20.04.040 Reclamation Plans for Sand and Aggregate Mining.

The plan shall show:

1. Extent and Type of Harvested Materials.
   - A. Type of surface mining to be conducted.
   - B. An estimate of the total quantity of constituent materials.
   - C. An estimate of the total quantity of deposits to be removed.
   - D. An estimate of the extent and average depth of overburden and resource materials.
2. Site Characteristics.
   - A. Location of all streams, dry water beds, water wells, roads, railroads, and utility facilities within, or adjacent to, the mining parcel, when applicable.
   - B. Topographic contour maps of the existing terrain.
3. Operational Characteristics.
   - A. Progression of all mining operations of the facility.
   - B. The initial and any reasonably foreseeable locations of equipment, stockpiles, settling ponds, interim drainage, deposit location.
   - C. Location of all proposed access roads to be constructed in conducting the surface mining operation.

D. Estimated quantity gallons/day and quality of water required by the proposed operation specifying proposed sources of this water, method of its conveyance to this property and the quantity and quality and method of disposal of used and/or, surplus water.

E. Anticipate noise level contours on the mining site and adjacent properties and the measures proposed to control the noise.

F. Measures proposed to control dust generated from mining activities or transporting materials from the mining site to the processing plant.

G. Identification of any hazardous materials used in the mining operation and measures proposed for the disposal of those materials.

4. Reclamation Activities.

A. Indicate the mined area subject to SMARA requirements.

B. Demonstrate fate of overburden following removal disposal, sale, storage for future use. If on site storage is proposed, identify anticipated location and dimension aerial extent and average depth of the material.

C. Identify source and nature of fill, if any, required for reclamation.

D. Describe the nature and sequence of reclamation activities including such items as: landscaping, erosion control, seeding, fill of low pit areas, shaping of pit floors, management of mined and unminable deposits, original, interim and final rough slopes and grades. Also, if applicable, show the proposed time schedule for concurrent excavation and reclamation. Propose inspection intervals consistent with the time schedule.

5. Reclamation Site Concerns. The reclamation plan should consider at least the following performance guides in preparation of the site:

A. Adaptability of site for alternative uses;

B. Safety and stability of waste piles, slopes and elimination of steep sided pits and holes;

C. Slope grades no closer to vertical than two horizontal to one vertical. Grades of one and one-half to one may be proposed but must be supported with justification;

D. Removal of derelict machinery, scrap waste materials, and toxic materials;

E. Drainage controls;

F. Revegetation of excavated and nonexcavated land for soil stabilization;

G. Consistency with present and future land use, topography and environmental concerns as expressed in the general plan and community plans. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)

20.04.050 Lignite and Clay and Related Materials.

The plan shall show:

1. The proposed area of excavation;

2. The anticipated phased progression of mining;

3. The estimated surface areas disturbed annually and days of annual production;

4. The anticipated pit side slopes and end slopes;

5. The location of inventory piles and overburden piles;

6. The overburden following removal/disposal, sale, storage for other use or other disposition;

7. A vacated mining site; land form which is reclaimed and reorganized recognizing the condition of the land prior to excavation or for a specific use such as the storage of water. If storage of water is indicated, the pit shall be justified as a water storage site only if it is demonstrated to be a collector of substantial runoff and the ultimate use of stored water is demonstrated;

8. Show final slopes no steeper than one horizontal to one vertical. Slopes closer to horizontal may be required by the Board of Supervisors;

9. Show a mining site which is free of derelict machinery, scrap and non-native waste materials;

10. Show a land form which is revegetated for soil stabilization, where appropriate. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)

20.04.060 Additional Requirements for All Reclamation Plans.

a. The following additional information is required of all reclamation plans:

1. A discussion of the probable effect that the proposed reclamation activity may have upon the site's remaining unmined resources and/or upon continued mining on adjacent lands;

2. A discussion of the public health and safety, giving consideration to the degree and type of present and probable future exposure of the public to the site;

3. The assessor's parcel numbers of the site location;

b. In addition to the requirements provided by this ordinance, all reclamation plans unless previously approved shall contain the information and conform to the requirements of Public Resources Code sections 2772 and 2773 and any regulations promulgated pursuant thereto.

1. A comprehensive estimate of the cost of reclamation. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)

20.04.070 Financial Assurances.

No reclamation plan shall be approved unless the form and amount of financial assurance meeting the requirements of this section is concurrently approved by the Board.

a. The financial assurance may be in the form of a surety bond, irrevocable letter of credit, trust fund or any other form approved by regulations promulgated pursuant to Public Resources Code section 2773.1, but may not take the form of a financial test.

b. Any financial assurance must remain in effect for the duration of surface mining operations through and including completion of reclamation.

c. The amount of any financial assurance shall be in an amount to ensure reclamation of those lands distrubed by mining activities from January 1, 1976 and lands to be disturbed in the next year and such amount shall be verified by the Department of Public Works and may be adjusted annually to account for new lands disturbed by surface mining operations and the reclamation of lands pursuant to an approved reclamation plan.

d. Financial assurances shall be made payable to the County of Sacramento and the Department of Conservation of the State of California and are subject to a forty-

~~five 45 day review by the Department of Conservation prior to approval by the County. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)~~

~~20.04.080 Conditional Use Permit Required.~~

~~a. No person, shall conduct surface mining operations unless a conditional use permit has been obtained therefor as provided in the Zoning Code of Sacramento County. Any hearing required for such use permit shall also include consideration of the reclamation plan and the form and amount of financial assurance. No use permit shall be approved unless the reclamation plan and financial assurance are approved.~~

~~b. Within thirty 30 days from receipt of an application for a use permit for a surface mining operation, a copy of such application shall be forwarded to the State Geologist.~~

~~c. Prior to approving a use permit for a surface mining operation, or any reclamation plan or amendments to a reclamation plan for an existing operation, the reclamation plan or amendments and the financial assurances shall be submitted to the State Geologist for review. No use permit shall be approved until forty-five 45 days after submittal of such plans and assurances and the Board shall consider any comments received from the State Geologist within such period prior to approving the use permit. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)~~

~~20.04.090 Work Authorization Permit.~~

~~After approval of a use permit for a surface mining operation no mining operation shall commence without a work authorization permit from the Department of Public Works. A work authorization permit shall be issued only after a determination that mining operations will commence in accordance with conditions of approval and only upon deposit with the Department of Public Works of a financial assurance in the amount and form approved by the Board and made payable to the County of Sacramento and the Director, Department of Conservation. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)~~

~~20.04.100 Existing Mines and New Mines.~~

~~a. The Department shall within 180 days of the effective date of this chapter, identify all existing mines in the unincorporated area of the County of Sacramento.~~

~~b. If an operator of an existing mine does not have a valid conditional use permit, reclamation plan or financial assurance authorizing the surface mining operation, the Department shall notify the operator of the steps necessary to secure such a permit.~~

~~c. Review of Reclamation Plan. Applications for reclamation plans and the review of financial assurances will be reviewed by the Department and thereafter scheduled for public hearings before the project planning commission and the Board of Supervisors. Public notice shall be provided in the same manner as use permits. After the public hearing on the matter, the commission shall recommend approval, approval with conditions, or rejection of the proposed reclamation plan or financial assurance. Following receipt of the recommendation of the project planning commission, the Board may approve the plan or financial assurance as proposed, approve with conditions or reject the same. If the Board rejects the proposed plan or financial assurance, the operator shall have thirty days to submit a new plan or financial assurance and initiate a second review and approval process.~~

d. No later than July 1 of each year the Department of Public Works shall submit to the Director, Department of Conservation, a copy of the mining permit and reclamation plan for every active or idle mine, any amendments thereto, or a statement that there have been no changes during the previous year. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 335 § 1, 1978; SCC 320 § 1 (part), 1978)

20.04.110 Annual Reports.

No later than July 1 of each year, or such other date as may be established by the Director, Department of Conservation, every person operating a surface mining operation within the County of Sacramento shall submit a report to the Department which contains the following information:

a. The name, address and telephone number of the owner of the mining operation.

b. The name, address and telephone number of a designated agent residing within California for the receipt of all orders, notices and processes.

c. The location of the mining operation, its name, its mine number as issued by the Bureau of Mines or the State Geologist, its section, township, range, latitude, longitude and approximate boundaries marked on a United States Geological Survey 7 1/2-minute or 15-minute quadrangle map.

d. The date of approval of the reclamation plan.

e. The operation's status as active, idle, reclaimed, or in the process of being reclaimed.

f. The commodities produced and the type of mining operation.

g. Proof of financial assurances.

h. Ownership by assessor's parcel number and the total assessed value of the mining operation.

i. The approximate permitted size of the operation in acres.

j. The approximate acreage of land newly disturbed by the operation during the previous calendar year.

k. The approximate acreage of disturbed land reclaimed during the previous calendar year.

l. The approximate total unreclaimed disturbed acreage remaining as of the end of the previous calendar year. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 320 § 1 (part), 1978)

20.04.120 Inspections and Reports.

Mines shall be inspected and reports made of their activities as follows:

a. Within six months of the receipt of the annual report required by Section 20.04.110 of the Chapter, and in no event less than annually, the Department of Public Works shall cause the inspection of a surface mining operation. Such inspection shall be conducted by state-registered geologist, state-registered civil engineer, state-licensed landscape architect or state-registered forester who is experienced in land reclamation and who has not been employed by the mining operator in any capacity during the preceding twelve 12 months.

b. Within thirty 30 days after completion of the inspection, the Department of Public Works shall notify the State Geologist that the inspection has been conducted. Such notice shall include a statement regarding the operation's compliance with SMARA and this ordinance, shall specify those aspects of the operation that are

~~inconsistent with SMARA and this ordinance and shall include a copy of the completed inspection form. A copy of the notice shall be mailed to the operator together with any supporting documentation.~~

~~c. The cost of the inspections required by this section shall be determined pursuant to Section 20.04.150 and shall be borne solely by the operator. Failure to pay such costs shall be deemed a violation of this Chapter and a violation of the use permit for surface mining operations. (SCC 0947 § 2, 1994; SCC 395 § 2 (part), 1979; SCC 367 § 1, 1979; SCC 335 § 2, 1978 : SCC 320 § 1 (part), 1978.)~~

~~20.04.130 Idle Mining Operations.~~

~~a. The operator of any permitted mine which becomes idle shall, within ninety 90 days of the operation becoming idle, submit to the Department an interim management plan. The interim management plan shall be considered an amendment to the reclamation plan and shall be processed in the same manner as such a plan.~~

~~b. The interim management plan shall, at a minimum, contain measures to maintain the site in compliance with this Chapter and with SMARA, including compliance with all conditions.~~

~~c. An interim management plan, if approved, shall be effective for a period to be determined by the Board but shall not exceed five years. Upon expiration of approval of an interim management plan the Board may renew such plan for a period not to exceed five years or may require the commencement of reclamation pursuant to the originally approved reclamation plan.~~

~~d. Unless review of an interim management plan is pending before the County or an appeal is pending before the Board, any permitted operation which remains idle for more than one year without an approved interim management plan shall be deemed abandoned and the operator shall commence complete reclamation in accordance with the approved reclamation plan. (SCC 0947 § 2, 1994.)~~

~~20.04.140 Enforcement.~~

~~a. If any inspection of a permitted mining operation leads to the determination by the Department of Public Works that as surface mining operation is not in compliance with this ordinance, the Zoning Code of the County of Sacramento or the conditions of approval of the use permit the operator shall be notified of the violation by certified mail.~~

~~b. If the violation continues beyond thirty 30 days of the notification required by subdivision (a), the Department of Public Works shall issue an order by personal service or certified mail requiring the operator to comply with this ordinance or, if the operator does not have an approved reclamation plan, cease all further mining activities. The order shall specify which aspects of the mining operation are inconsistent with this ordinance, the Zoning Code of the County of Sacramento, or the conditions of approval of the use permit for the surface mining operation; shall specify a time for compliance taking into account the seriousness of the violation and any good faith efforts to comply; and, shall set a date for a hearing before the Board.~~

~~c. No order issued pursuant to subdivision (b) shall take effect until after the hearing specified in the order.~~

~~d. Any operator who violates or fails to comply with an order issued under subdivision (b), or who fails to submit the report required by Section 20.04.110, shall be subject to an order by the Board imposing an administrative penalty of not more than~~

~~five thousand dollars $5,000 per day, assessed from the original date of noncompliance or the failure to report. In determining the amount of the penalty, the Board shall take into consideration the nature, circumstances, extent and gravity of the violation or violations, any past history of violations, the degree of culpability, economic savings, if any, resulting from the violation, and any other matters that justice may require. An order imposing an administrative penalty shall become effective the date it is issued unless the operator petitions the Board the for review.~~

~~e. Within thirty 30 days of the issuance of an order pursuant to subdivision (d), the operator may petition the Board for review of the order. If no petition is received within that period, the order shall not be subject to review by any court or agency.~~

~~f. Upon receipt of a petition, the Board shall notify the operator whether it will review an order setting administrative penalties. Such notice shall be provided by certified mail or by personal service.~~

~~g. If a determination is made to review an order setting administrative penalties, the record shall consist of the record before the Board and any other relevant evidence which the Board determines to consider. After review, the Board may affirm modify, or set aside, in whole or in part, its own order setting administrative penalties.~~

~~h. Any order issued under subdivision (g) shall become effective on the date it is issued, unless the operator petitions the superior court for review within thirty 30 days of issuance. Any operator may petition the superior court within thirty 30 days of denial of review pursuant to subdivision f. (SCC 0947 § 2, 1994.)~~

~~20.04.150 Fees.~~

~~Fees for any of the review, reports, inspections, hearings or other procedures required or authorized pursuant to this Chapter shall be established by resolution of the Board of Supervisors which may be amended from time to time and shall reflect the reasonable costs incurred by the County. To the extent no fee is set by resolution or to the extent that actual costs exceed the fees established by such resolution, additional amounts may be required to be paid subject to review and approval of such amounts by the Office of Auditor-Controller. (SCC 0947 § 2, 1994.)~~

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The City Council hereby creates new Title 20, Chapter 20.04, as follows:

Chapter 20.04
Surface Mining & Reclamation

20.04.010 Purpose and Intent

The City of Rancho Cordova (hereinafter "City") recognizes that the extraction of minerals is essential to the continued economic being of the City and to the needs of society and that the reclamation of mined lands is necessary to prevent or minimize adverse effects on the environment and to protect the public health and safety. The City also realizes that surface mining takes place in diverse areas where the geologic, topographic, climatic, biological and social conditions are significantly different and the reclamation operations and the specifications therefore may vary accordingly.
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The purpose and intent of this Chapter is to ensure the continued availability of important mineral resources, while regulating surface mining operations as required by California's Surface Mining and Reclamation Act of 1975 (Public Resources Code sections 2710 et seq.), as amended, hereinafter referred to as "SMARA, Public Resources Code section 2207 (relating to annual reporting requirements), and State Mining and Geology Board regulations (hereinafter referred to as "State regulations") for surface mining and reclamation practice (California Code of Regulations [CCR], Title 14, Division 2, Chapter 8, Subchapter 1, Sections 3500 et seq.), to ensure that:

(A) Adverse environmental effects are prevented or minimized and that mined lands are reclaimed to a usable condition which is readily adaptable for alternative land uses.

(B) The production and conservation of minerals are encouraged, while giving consideration to values relating to recreation, watershed, wildlife, range and forage, and aesthetic enjoyment.

(C) Residual hazards to the public health and safety are eliminated.

20.04.020 Definitions

The definitions set forth in this section shall govern the construction of this chapter.

Area of Regional Significance. An area designated by the State Mining and Geology Board which is known to contain a deposit of minerals, the extraction of which is judged to be of prime importance in meeting future needs for minerals in a particular region of the State within which the minerals are located and which, if prematurely developed for alternate incompatible land uses, could result in the premature loss of minerals that are of more than local significance.

Area of Statewide Significance. An area designated by the Board which is known to contain a deposit of minerals, the extraction of which is judged to be of prime importance in meeting future needs for minerals in the State and which, if prematurely developed for alternate incompatible land uses, could result in the permanent loss of minerals that are of more than local or regional significance.

Borrow Pits. Excavations created by the surface mining of rock, unconsolidated geologic deposits or soil to provide material (borrow) for fill elsewhere.

Board. The State Mining and Geology Board.

Compatible Land Uses. Land uses inherently compatible with mining and/or that require a minimum public or private investment in structures, land improvements, and which may allow mining because of the relative economic value of the land and its improvements. Examples of such uses may include, but shall not be limited to, very low density residential, geographically extensive but

low impact industrial, recreational, agricultural, silvicultural, grazing, and open space.

Haul Road. A road along which material is transported from the area of excavation to the processing plant or stock pile area of the surface mining operation.

Idle. Surface mining operations curtailed for a period of one year or more, by more than 90 percent of the operation's previous maximum annual mineral production, with the intent to resume those surface mining operations at a future date.

Incompatible Land Uses. Land uses inherently incompatible with mining and/or that require public or private investment in structures, land improvements, and landscaping and that may prevent mining because of the greater economic value of the land and its improvements. Examples of such uses may include, but shall not be limited to, high density residential, low density residential with high unit value, public facilities, geographically limited but impact intensive industrial, and commercial.

Mined Lands. The surface, subsurface, and ground water of an area in which surface mining operations will be, are being, or have been conducted, including private ways and roads appurtenant to any such area, land excavations, workings, mining waste, and areas in which structures, facilities, equipment, machines, tools, or other materials or property which result from, or are used in, surface mining operations are located.

Minerals. Any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances, including, but not limited to, coal, peat, and bituminous rock, but excluding geothermal resources, natural gas, and petroleum.

Operator. Any person who is engaged in surface mining operations, or who contracts with others to conduct operations on his/her behalf, except a person who is engaged in surface mining operations as an employee with wages as his/her sole compensation.

Reclamation. The combined process of land treatment that maximizes post-mining land uses and minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that mined lands are reclaimed as rapidly as reasonably feasible to an unusable condition which is readily adaptable for alternate land uses and creates no danger to public health or safety. The process may extend to affected lands surrounding mined lands, and may require backfilling, grading, re-soiling, re-vegetation, soil compaction, stabilization, or other measures.

Stream Bed Skimming. Excavation of sand and gravel from stream bed deposits above the mean summer water level or stream bottom, whichever is higher.

Surface Mining Operation. All, or any part of, the process involved in the mining of mineral on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incident to an underground mine. Surface mining operations include, but are not limited to, in place distillation or retorting or leaching, the production and disposal of mining waste, prospecting and exploratory activities, borrow pitting, streambed skimming, and segregation and stockpiling of mined materials (and recovery of same).

20.04.030 Incorporation by Reference

The provisions of SMARA (PRC § 2710 et seq.), PRC section 2207, and State regulations CCR § 3500 et seq., as those provisions and regulations may be amended from time to time, are made a part of this Chapter by reference with the same force and effect as if the provisions therein were specifically and fully set out herein, excepting that when the provisions of this Chapter are more restrictive than correlative State provisions, this Chapter shall prevail.

20.04.040 Scope

Except as provided in this Chapter, no person shall conduct surface mining operations unless a permit, reclamation plan, and financial assurances for reclamation have first been approved by the City. Any applicable exemption from this requirement does not automatically exempt a project or activity from the application of other regulations, ordinances or policies of the City, including but not limited to, the application of CEQA, the requirement of Site Approvals or other permits, the payment of development impact fees, or the imposition of other dedications and exactions as may be permitted under the law. The provisions of this Chapter shall apply to all lands within the City, public and private.

This Chapter shall not apply to the following activities, subject to the above-referenced exceptions:

(A) Excavations or grading related to agricultural activities or on-site construction or for the purpose of restoring land following a flood or natural disaster.

(B) Onsite excavation and onsite earthmoving activities which are an integral and necessary part of a construction project that are undertaken to prepare a site for construction of structures, landscaping, or other land improvements, including the related excavation, grading, compaction, and the creation of fills, road cuts, and embankments, whether or not surplus materials are exported from the site, subject to all of the following conditions:

(1) All required permits for the construction, landscaping, or related land improvements have been approved by a public agency in accordance with applicable provisions of state law and locally adopted plans and ordinances, including, but not limited to, the California Environmental Quality Act ("CEQA", Public Resources Code, Division 13, § 21000 et seq.);

(2) The City's approval of the construction project included consideration of the onsite excavation and onsite earthmoving activities pursuant to CEQA;

(3) The approved construction project is consistent with the general plan or zoning of the site; and,

(4) Surplus materials shall not be exported from the site unless and until actual construction work has commenced and shall cease if it is determined that construction activities have terminated, have been indefinitely suspended, or are no longer being actively pursued.

(C) Operation of a plant site used for mineral processing, including associated onsite structures, equipment, machines, tools, or other materials, including the onsite stockpiling and onsite recovery of mined materials, subject to all of the following conditions:

(1) The plant site is located on lands designated for industrial or commercial uses in the City's general plan;

(2) The plant site is located on lands zoned industrial or commercial, or are contained within a zoning category intended exclusively for industrial activities by the City;

(3) None of the minerals being processed is being extracted onsite; and,

(5) All reclamation work has been completed pursuant to the approved Reclamation Plan for any mineral extraction activities that occurred onsite after January 1, 1976.

(D) Prospecting for, or the extraction of, minerals for commercial purposes and removal of overburden in total amounts of less than 1,000 cubic yards in any one location of one acre or less.

(E) Surface mining operations that are required by federal law in order to protect a mining claim, if those operations are conducted solely for that purpose.

(F) Any other surface mining operations that the State Mining and Geology Board determines to be of an infrequent nature and which involve only minor surface disturbances.

(G) Emergency excavations or grading conducted by the Department of Water Resources or the Reclamation Board for the purpose of averting, alleviating, repairing, or restoring damage to property due to imminent or recent floods, or disasters, or other emergencies.

(H) Road construction and maintenance for timber or forest operations if the land is owned by the same person or entity, and if the excavation is conducted adjacent to timber or forest operation roads. This exemption is only available if slope stability and erosion are controlled in accordance with Board regulations and, upon closure of the site, the person closing the site implements, where necessary, re-vegetation measures and post-closure uses in consultation with the Department of Forestry and Fire Protection. This exemption does not apply to onsite excavation and grading that occurs within 100 feet of a Class One watercourse or 75 feet of a Class Two watercourse, or to excavations for materials that are, or to excavations for materials that are, or have been sold, for commercial purposes.

(I) Excavations, grading, or other earthmoving activities in oil or gas field that are integral to, and necessary for, ongoing operations for the extraction of oil or gas that comply with all of the following conditions: (1) the operations are being conducted in accordance with Division 3 (commencing with Section 3000); (2) the operations are consistent with the City's General Plan and the zoning applicable to the site; (3) the earthmoving activities are within oil or gas field properties under a common owner or operator; and (4) no excavated materials are sold for commercial purposes.

20.04.050 Vested Rights

No person who obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall be required to secure a permit to mine, so long as the vested right continues and as long as no substantial changes have been made in the operation except in accordance with SMARA, state regulations, and this Chapter. Where a person with vested rights has continued surface mining operations in the same area subsequent to January 1, 1976, he shall obtain City approval of a Reclamation Plan covering the mined lands disturbed by such subsequent surface mining. In those cases where an overlap exists (in the horizontal and/or vertical sense) between pre- and post-Act mining, the Reclamation Plan shall call for reclamation proportional to that disturbance caused by the mining after the effective date of the Act (January 1, 1976).

All other requirements of State law and this Chapter shall apply to vested mining operations.

20.04.060 Process

(A) Applications for a Site Approval or Reclamation Plan for surface mining or land reclamation projects shall be made on forms provided by the Planning Department. Said application shall be filed in accord with this Chapter and procedures to be established by the Planning Director. The forms for Reclamation Plan applications shall require, at a minimum, each of the elements required by SMARA (PRC §§ 2772-2773) and State regulations, and any other requirements deemed necessary to facilitate an expeditious and fair evaluation of the proposed Reclamation Plan, to be established at the discretion of the Planning Director. As many copies of the Site Approval application as may be required by the Planning Director shall be submitted to the Planning Department.

(B) As many copies of a Reclamation Plan application as may be required shall be submitted in conjunction with all applications for Site Approvals for surface mining operations. For surface mining operations that are exempt from a Site Approval pursuant to this Chapter, the Reclamation Plan application shall include information concerning the mining operation that is required for processing the Reclamation Plan. All documentation for the Reclamation Plan shall be submitted to the City at one time.

(C) Applications shall include all required environmental review forms and information prescribed by the Planning Director.

(D) Upon completion of the environmental review procedure and filing of all documents required by the Planning Director, consideration of the Site Approval or Reclamation Plan for the proposed or existing surface mine shall be completed pursuant to this Section of this Chapter at a public hearing before the Planning Commission, and pursuant to Section 2774 of the Public Resources Code.

(E) The reclamation plan shall be applicable to a specific property or properties and shall be based upon the character of the surrounding area and such characteristics of the property as the type of overburden, vegetation, soil stability, topography, geology, climate, stream characteristics and principal mineral commodities.

(F) All reclamation plans shall contain, at a minimum, the following information and documents:

(1) The estimated time schedule for the beginning and completion of reclamation activities. If the mining operation is to be accomplished in phases, the time schedule shall indicate the estimated beginning and completion of reclamation activities for each phase;

(2) An estimate of the cost of completion of reclamation activities, computed at current cost at the time proposed in the time schedule submitted for completion of the reclamation plan;

(3) A description of the existing vegetation at and surrounding the site;

(4) A general description of the geology of the surrounding area and a detailed description of the geology at the reclamation site;

(5) A description of the proposed use or potential uses of land after reclamation, and evidence that all owners of a possessory interest in the land have been notified of the proposed use or potential uses;

(6) A description of the manner in which reclamation, adequate for the proposed use or potential uses, will be accomplished, including:

(a) The manner in which mining wastes and related contaminants will be controlled and disposed of;

(b) The manner in which affected streambed channels and stream banks will be rehabilitated to a condition minimizing erosion and sedimentation;

(7) An assessment of the effect of implementation of the reclamation plan on future mining in the area;

(8) A statement by the applicant that he accepts responsibility for reclaiming mined lands in accordance with the approved reclamation plan;

(9) A statement by the applicant that he accepts responsibility for all completed reclamation work for a period of two years or such greater period as deemed necessary by the Planning Commission to assure the permanency of all features of the reclamation plan. This subsection shall not apply to normal maintenance and repairs unrelated to the reclamation work on public facilities where dedicated to and accepted by the City of Rancho Cordova;

(10) Such other information as the Planning Department may require;

(11) The Planning Department may waive the filing of one or more of the above items where it is determined unnecessary to process the application subject to the provisions of this chapter.

(G) Additional information may be required per a planning department form. Where reclamation plans are not filed as a part of a surface mining permit, such plan shall be accompanied by an application for separate reclamation plan approval which contains the following information:

(1) The names and addresses of the applicant and the mining operator, if different, and of any persons designated by the applicant as his agents for service of process; and

(2) The names and addresses of all persons owning a possessory and/or mineral interest in any or all of the property to be used for mining operations.

(H) The Planning Department may deny, without a public hearing, an application for a reclamation plan if such application or plan does not contain the information required in subsection (f) above. The Planning Department may permit the applicant to amend such application.

(I) Within ten (10) days of acceptance of an application as complete for a Site Approval for surface mining operations and/or a Reclamation Plan, the Planning Department shall notify the State Department of Conservation of the filing of the application(s). Whenever mining operations are proposed in the 100-year flood plain of any stream, as shown in Zone A of the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency, and within one mile, upstream or downstream, of any state highway bridge, the Planning Department shall also notify the Sate Department of Transportation that the application has been received.

(J) The Planning Department shall process the application(s) through environmental review pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) and the City's environmental review guidelines.

(K) Subsequent to the appropriate environmental review, the Planning Department shall prepare a staff report with recommendations for consideration by the Planning Commission.

(L) The Planning Commission shall hold at least one noticed public hearing on Site Approval and/or Reclamation Plan.

(M) Prior to final approval of a Reclamation Plan, financial assurances (as provided in this Chapter), or any amendments to the Reclamation Plan or existing financial assurances, the Planning Commission shall certify to the State Department of Conservation that the Reclamation Plan and/or financial assurance complies with the applicable requirements of State law, and submit the plan, assurance, or amendments to the State Department of Conservation for review. The Planning Commission may conceptually approve the Reclamation Plan and financial assurance before submittal to the State Department of Conservation. If a Site Approval is being processed concurrently with the Reclamation Plan, the Planning Commission may simultaneously also conceptually approve the Site Approval. However, the Planning Commission may defer action on

the Site Approval until taking final action on the Reclamation Plan and financial assurances. If necessary to comply with permit processing deadlines, the Planning Commission may conditionally approve the Site Approval with the Condition that the Planning Department shall not issue the Site Approval for the mining operations until cost estimates for financial assurances have been reviewed by the State Department of Conservation and final action has been taken on the Reclamation Plan and financial assurances.

Pursuant to PRC §2774(d), the state Department of Conservation shall be given 30 days to review and comment on the Reclamation Plan and 45 days to review and comment on the financial assurance. The Planning Commission shall evaluate written comments received, if any, from the State Department of Conservation during the comment periods. Staff shall prepare a written response describing the disposition of the major issues raised by the State for the Planning Commission's approval. In particular, when the Planning Commission's position is at variance with the recommendations and objections raised in the State's comments, the written response shall address, in detail, why specific comments and suggestions were not accepted. Copies of any written comments received and responses prepared by the Planning Commission shall be promptly forwarded to the operator/applicant.

(N) The Planning Commission shall then take action to approve, conditionally approve, or deny the Site Approval and/or Reclamation Plan, and to approve the financial assurances pursuant to PRC §2770(d).

(O) The Planning Department shall forward a copy of each approved Site Approval for mining operations and/or approved Reclamation Plan, and a copy of the approved financial assurances to the State Department of Conservation. By July 1 of each year, the Planning Department shall submit to the State Department of Conservation for each active or idle mining operation a copy of the Site Approval or Reclamation Plan amendments, as applicable, or a statement that there have been no changes during the previous year.

20.040.070 Standards for Reclamation

(A) All Reclamation Plans shall comply with the provisions of SMARA (§2772 and §2773) and State regulations (CCR §3500-3505). Reclamation Plans approved after January 15, 1993, Reclamation Plans for proposed new mining operations, and any substantial amendments to previously approved Reclamation Plans, shall also comply with the requirements for reclamation performance standards (CCR §§3700-3713).

(B) The City may impose additional performance standards, including without limitation standards beyond those cited to make the findings in Section

20.04.090, as developed either in review of individual projects, as warranted, or through the formulation and adoption of Citywide performance standards.

(C) Reclamation activities shall be initiated at the earliest possible time on those portions of the mined lands that will not be subject to further disturbance. Interim reclamation may also be required for mined lands that have been disturbed and that may be disturbed again in future operations or in connection with approved or proposed development. Reclamation may be done on an annual basis, in stages compatible with continuing operations, or on completion of all excavation, removal, or fill, as approved by the City. Each phase of reclamation shall be specifically described in the Reclamation Plan and shall include (a) the beginning and expected ending dates for each phase; (b) all reclamation activities required; (c) criteria for measuring completion of specific reclamation activities; and, (d) estimated costs for completion of each phase of reclamation.

(D) Unless otherwise specified in the approved reclamation plan, the reclamation of mined lands shall be carried out in accordance with the following requirements:

(1) Reclamation Timing

(a) The reclamation of mined lands shall occur as soon as practical following completion of mining operations at successive locations within the mining site as required by the schedule in the approved reclamation plan.

(b) The reclamation of lands affected by surface mining operations shall be completed within one year of the completion of mining operations, except where the permanent reclaimed condition of mined lands cannot be achieved within one year due to the regulatory approvals (e.g., compliance with the California Environmental Quality Act) required for the ultimate land use contemplated or proposed for the property (e.g., urban development) In such case only interim reclamation, pursuant to section 20.040.070(c), need be accomplished within one year, and final reclamation shall be completed as soon as it is possible to complete the reclamation in compliance with the above regulatory approvals, but in no case, shall reclamation take more than three years,

(2) Disposal of Overburden and Mining Waste

(a) Permanent piles or dumps of overburden and waste rock placed on the land shall be made stable, shall not restrict

natural drainage without provision for diversion, and shall have an overall smooth or even profile subject to the satisfaction of the City Engineer. Where practical, such permanent piles or dumps shall be located in the least visible location at the mining site.

(b) Old equipment and inert mining wastes shall be removed or buried subject to the approval of the hearing officer.

(c) Toxic materials shall be removed from the site or permanently protected to prevent leaching into the underlying groundwater, to the satisfaction of the Planning Department.

(d) Overburden and mining waste placed beneath the existing or potential groundwater level which will reduce the transmissivity or area through which water may flow shall be confined to an area approved by the City Engineer.

(3) Re-vegetation

(a) All permanently exposed lands that have been denuded by mining operations shall be re-vegetated to provide ground cover sufficient to control erosion from such lands.

(b) All plantings shall be established and maintained in good horticultural condition. The re-vegetation shall be able to survive under natural conditions, with native species used whenever possible.

(c) Re-vegetation methods shall take into account the topography and existing growth patterns and mixes of flora present at and adjacent to the site of mining operations in order to create a more natural appearance. Plantings shall avoid rigid, geometric patterns and shall utilize natural scatterings.

(d) Where the ultimate intended or proposed use of mined lands would be a level of development inconsistent with extensive permanent vegetation, the amount of vegetation required for reclamation need not be more than is sufficient to prevent erosion.

(4) Re-soiling

(a) Re-soiling measures shall take into consideration the quality of soils which may be required to sustain plant life pursuant to any re-vegetation that the hearing officer may require in its approval of the applicant's reclamation plan.

(b) Coarse, hard material shall be graded and covered with a

layer of finer material or weathered waste. A soil layer shall then be placed on this prepared surface. Where quantities of available soils are inadequate to provide cover, native materials shall be upgraded to the extent feasible for this purpose.

(5) Final Slopes

(a) Final slopes shall be engineered and contoured so as to be geologically stable, to control the drainage therefrom, and to blend with the surrounding topography where practical. On the advice of the City Engineer, the Planning Department may require the establishment of terrace drains to control drainage and erosion.

(b) Final slopes shall not be steeper than two feet horizontal to one foot vertical (2:1) unless the applicant can demonstrate to the Planning Department's satisfaction that a steeper slope will not:

1) Reduce the effectiveness of re-vegetation and erosion control measures where they are necessary; and

2) Be incompatible with the alternate future uses approved by the commission for the site; and

3) Be hazardous to persons that may utilize the site under the alternate future uses approved for the site.

(6) Drainage, Erosion and Sediment Control.

(a) Any temporary stream or watershed diversion shall be restored to its state prior to any surface mining activities unless the Planning Department deems otherwise based on recommendations from the City Engineer.

(b) Stream bed channels and stream banks affected by surface mining shall be rehabilitated to a condition which would minimize erosion and sedimentation, except that such rehabilitation need not attempt to restore or mimic natural conditions where the contemplated or proposed ultimate use of the reclaimed property would be inconsistent with the maintenance of restored or rehabilitated stream bed channels and stream banks.

(c) Re-vegetation and re-grading techniques shall be designed and executed so as to minimize erosion and sedimentation. Drainage shall be provided to natural outlets or interior basins designed for water storage, with such basins subject to the approval of the City Engineer. In addition, final excavation shall eliminate potholes and similar catchments

so as to prevent potential breeding areas for mosquitoes.

(d) The final grading and drainage of the site shall be designed in a manner to prevent discharge of sediment above natural levels existent prior to mining operations.

(e) Silt basins which will store water during periods or surface runoff shall be equipped with sediment control and removal facilities and protected spillways designed to minimize erosion when such basins have outlet to lower ground.

(f) No condition shall remain after reclamation which will or could lead to degradation of groundwater quality below applicable standards to the Regional Water Quality Control Board or any other agency with jurisdiction over water quality.

(7) Backfilling and Grading.

(a) Subject to the approval of the City Engineer, backfilled and graded areas shall be compacted to avoid excessive settlement and to the degree necessary to accommodate anticipated future uses.

(b) Materials used in the refilling shall be of a quality suitable to prevent contamination and/or pollution of groundwater. If materials for backfilling and grading are obtained from an area other than the site of surface mining operations, such materials shall be included and the approximate quantities identified in the applicant's reclamation plan.

(8) Reservoirs, ponds, lakes or any body of water created as a feature of the reclamation plan shall be approved by the City Engineer and the Planning Department.

(9) The periodic review of the conditions contained in approved reclamation plans shall be conducted by the Planning Department in accordance with the schedule adopted at the time such plans were approved. At the time of approval of a permit to mine, the City shall determine whether future public hearings are necessary to consider such new or changed circumstances as physical development near the mining site and improved technological innovations in the field of reclamation which may significantly improve the reclamation process. The City may set a term for such reviews on a case by case basis as a condition of the permit if it deems such a review to be necessary. Should a permit be modified pursuant to such a review, the modified permit and/or reclamation plan shall be binding upon the operator and all

successors, heirs and assigns of the applicant.

20.04.080 Statement of Responsibility

The person submitting the Reclamation Plan shall sign a statement accepting responsibility for reclaiming the mined lands in accordance with the Reclamation Plan. Said statement shall be kept by the Planning Department in the mining operation's permanent record. Upon sale or transfer of the operation, the new operator shall submit a signed statement of responsibility to the Planning Department for placement in the permanent record.

20.04.090 Findings for Approval

(A) Site Approvals. In addition to any findings required by this Chapter, Site Approvals for surface mining operations shall include a finding that the project complies with the provisions of SMARA and State regulations.

(B) Reclamation Plans. For Reclamation Plans, the following findings shall be required:

(1) That the Reclamation Plan complies with SMARA §2772 and §2773, and any other applicable provisions;

(2) That the Reclamation Plan complies with applicable requirements of State regulations (CCR§§3500-3505, and §§3700-3713).

(3) That the Reclamation Plan will restore the mined lands to a usable condition that is readily adaptable for alternative land uses that are consistent with this Chapter and either (i) the City's General Plan and any applicable resource plan or element or (ii) probable future uses anticipated by the City to be adopted in future amendments to the City's General Plan which uses are identified in findings made on approval of the Reclamation Plan.

(4) That the Reclamation Plan has been reviewed pursuant to CEQA and the City environmental review guidelines, and any significant adverse impacts from reclamation of the surface mining operations are mitigated to the extent feasible.

(5) That the land and/or resources such as water bodies to be reclaimed will be restored to a condition that is compatible with, and blends in with, the surrounding natural environment, topography,

and other resources, or that suitable off-site development will compensate for related disturbance to resource values.

(6) That a written response to the State Department of Conservation has been prepared, describing the disposition of major issues raised by that Department. Where the City's position is at variance with the recommendations and objections raised by the State Department of Conservation, said response shall address, in detail, why specific comments and suggestions were not accepted.

20.04.100 Financial Assurances

(A) To ensure that the reclamation will proceed in accordance with the approved Reclamation Plan, the City shall require as a condition of approval security in the form of a surety bond, trust fund, irrevocable letter of credit from an accredited financial institution, or other method acceptable to the City and the State Mining and Geology Board as specified in State regulations, and which the City reasonably determines are adequate to perform reclamation in accordance with the surface mining operation's approved Reclamation Plan. Financial assurances shall be made payable to the City of Rancho Cordova and the State Department of Conservation.

(B) Financial assurance will be required to ensure compliance with elements of the Reclamation Plan, including but not limited to, re-vegetation and landscaping requirements, restoration of aquatic or wildlife habitat, restoration of water bodies and water quality, slope stability and erosion and drainage control, disposal of hazardous materials, and other measures, if necessary.

(C) Cost estimates for the financial assurance shall be submitted to the Planning Department for review and approval prior to the operator securing financial assurances. The Planning Director shall forward a copy of the cost estimates, together with any documentation received supporting the amount of the cost estimates, to the State Department of Conservation for review. If the State Department of Conservation does not comment within 45 days of receipt of these estimates, it shall be assumed that the cost estimates are adequate, unless the City has reason to determine that additional costs may be incurred. The Planning Director shall have the discretion to approve the financial assurance, if it meets the requirements of this Chapter, SMARA and State regulations.

(D) The amount of the financial assurance shall be based upon the estimated costs of reclamation for the years or phases stipulated in the approved Reclamation Plan, including any maintenance of reclaimed areas as may be required, subject to adjustment for the actual amount required to reclaim lands disturbed by surface mining activities necessary to implement the approved Reclamation Plan, the unit costs for each of

these activities, the number of units of each of these activities, and the actual administrative costs. Financial assurances to ensure compliance with re-vegetation, restoration of water bodies, restoration of aquatic or wildlife habitat, and any other applicable element of the approved Reclamation Plan shall be based upon cost estimates that include but may not be limited to labor, equipment, materials, mobilization of equipment, administration, and reasonable profit by a commercial operator other than the permittee. A contingency factor of ten percent (10%) shall be added to the cost of the financial assurance.

(E) In projecting the costs of financial assurances, it shall be assumed without prejudice or insinuation that the surface mining operation could be abandoned by the operator and, consequently, the City or State Department of Conservation may need to contract with a third party commercial company for reclamation of the site.

(F) The financial assurances shall remain in effect for the duration of the surface mining operation and any additional period until reclamation is completed (including any maintenance required).

(G) The amount of financial assurances required of a surface mining operation for any one year shall be adjusted annually to account for new lands disturbed by surface mining operation, inflation, and reclamation of lands accomplished in accordance with the approved Reclamation Plan. The financial assurances shall include estimates to cover reclamation for existing conditions and anticipated activities during the upcoming year, excepting that the permittee may not claim credit for reclamation scheduled for completion during the coming year.

(H) Revisions to financial assurances shall be submitted to the Planning Director each year prior to the anniversary date for approval of the financial assurances. The financial assurance shall cover the cost of existing disturbance and anticipated activities for the next calendar year, including any required interim reclamation. If revisions to the financial assurances are not required, the operator shall explain, in writing, why revisions are not required.

20.04.110 Interim Management Plans

(A) Within 90 days of a surface mining operation becoming idle, the operator shall submit to the Planning Department a proposed Interim Management Plan (IMP). The proposed IMP shall fully comply with the requirements of SMARA, including but not limited to all Site Approval conditions, and shall provide measures the operator will implement to maintain the site in a stable condition, taking into consideration public health and safety. The proposed IMP shall be submitted on forms provided by the Planning

Department and shall be processed as an amendment to the Reclamation Plan. IMPs shall not be considered a project for the purposes of environmental review.

(B) Financial assurances for idle operations shall be maintained as though the operation were active.

(C) Upon receipt of a complete proposed IMP, the Planning Department shall forward the IMP to the State Department of Conservation for review. The IMP shall be submitted to the State Department of Conservation at least 30 days prior to approval by the Planning Commission.

(D) Within 60 days of receipt of the proposed IMP, or a longer period mutually agreed upon by the Planning Director and the operator, the Planning Commission shall review and approve or deny the IMP in accordance with this Chapter. The operator shall have thirty (30) days, or a longer period mutually agreed upon by the operator and the Planning Director, to submit a revised IMP. The Planning Commission shall approve or deny the revised IMP within (60) days of receipt. If the Planning Commission denies the revised IMP, the operator may appeal that action to the City Council.

(E) The IMP may remain in effect for a period not to exceed five years, at which time the Planning Commission may renew the IMP for another period not to exceed five years, or require the surface mining operator to commence reclamation in accordance with its approved Reclamation Plan.

20.04.120 Annual Report Requirements

Surface mining operators shall forward an annual surface mining report to the State Department of Conservation and to the City Planning Department on a date established by the State Department of Conservation, upon forms furnished by the State Mining and Geology Board. New mining operations shall file an initial surface mining report and any applicable filing fees with the State Department of Conservation within 30 days of permit approval, or before commencement of operations, whichever is sooner. Any applicable fees, together with a copy of the annual inspection report, shall be forwarded to the State Department of Conservation at the time of filing the annual surface mining report.

20.04.130 Inspections

The Planning Department shall arrange for inspection of a surface mining operation within six months of receipt of the Annual Report required in Section 20.040.120, to determine whether the surface mining operation is in compliance with the approved Site Approval and/or Reclamation Plan, approved financial assurances, and State regulations. In no event shall less than one inspection be conducted in any calendar year. Said inspections may be made by a state-registered geologist, state-

registered civil engineer, state-licensed landscape architect, or state-registered forester, who is experienced in land reclamation and who has not been employed by the mining operation in any capacity during the previous 12 months, or other qualified specialists, as selected by the Planning Director. All inspections shall be conducted using a form approved and provided by the State Mining and Geology Board.

The Planning Department shall notify the State Department of Conservation within thirty (30) days of completion of the inspection that said inspection has been conducted, and shall forward a copy of said inspection notice and any supporting documentation to the mining operator. The operator shall be solely responsible for the reasonable cost of such inspection.

20.04.140 Violations and Penalties

If the Planning Director, based upon an annual inspection or otherwise confirmed by an inspection of the mining operation, determines that a surface mining operation is not in compliance with this Chapter, the applicable Site Approval, any required permit and/or the Reclamation Plan, the City shall follow the procedures set forth in Public Resources Code, §2774.1 and §2774.2 concerning violations and penalties, as well as those provisions of the City Development Code for revocation and/or abandonment of Site Approval which are not preempted by SMARA.

20.04.150 Appeals

Any person aggrieved by an act or determination of the Planning Department in the exercise of the authority granted herein, shall have the right to appeal to the Planning Commission or the City Council, whichever is the next higher authority. An appeal shall be filed on forms provided, within fifteen (15) calendar days after the rendition, in writing, of the appealed decision.

20.04.160 Fees

The City shall establish such fees as it deems necessary to cover the reasonable costs incurred in implementing this Chapter and the State regulations, including but not limited to, processing of applications, annual reports, inspections, monitoring, enforcement and compliance. Such fees shall be paid by the operator, as required by the City, at the time of filing of the Site Approval application, Reclamation Plan application, and at such other times as are determined by the City to be appropriate in order to ensure that all reasonable costs of implementing this Chapter are borne by the mining operator.

20.04.170 Mineral Resource Protection

Mine development is encouraged in compatible areas before encroachment of conflicting uses. Except as provided by Public Resources Code section 2763, mineral resource areas that have been classified by the State Department of Conservation's Division of Mines and Geology or designated by the State Mining and Geology Board, as well a existing surface mining operations that remain in compliance with the provisions of this Chapter, shall be protected from the intrusion by incompatible land

uses that may impede or preclude mineral extraction or processing, to the extent possible for consistency with the City's General Plan.

In accordance with PRC §2762, the City's General Plan and resource maps will be prepared to reflect mineral information (classification and/or designation reports) within 12 months of receipt from the State Mining and Geology Board of such information. Land use decisions within the City will be guided by information provided on the location of identified mineral resources of regional significance. Conservation and potential development of identified mineral resource areas will be considered and encouraged. Recordation on property titles of the presence of important mineral resources within the identified mineral resource areas may be encouraged as a condition of approval of any development project in the impacted area. Prior to approving a use that would otherwise be incompatible with mineral resource protection, conditions of approval may be applied to encroaching development projects to minimize potential conflicts.

20.04.180 Severability

If any section, subsection, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Chapter.

20.04.190 Effective Date

This Chapter shall take effect thirty (30) days following its adoption, and upon the certification of the State Mines and Geology Board.

Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

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: CEQA Compliance

The City Council has determined that the adoption of this ordinance is categorically exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15308 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any impact to the environment would occur as a result of adoption of the Ordinance. Any environmental affects associated with adoption and implementation of the Ordinance would be beneficial in nature.

Section 7: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption and upon the certification of the State Mines and Geology Board. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code 36933(c)(1).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2004, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
LINDA BUDGE, MAYOR

ATTEST:

_____
LILLIAN HARE, CITY CLERK

ATTEST TO FORM:

_____
STEVEN MYERS, CITY ATTORNEY

Memorandum

Date: June 21, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

Subject: **Consider an Amendment to the City's Holiday Schedule Resolution to Allow Flexibility in Scheduling Holidays Declared by the State and Federal Government**

RECOMMENDATION:

Adopt Resolution 82-2004 amending the City's Holiday Schedule Resolution.

BACKGROUND:

At the Regular City Council meeting of June 7, 2004, the City Council directed that the City's Holiday Schedule Resolution be amended to add more flexibility. The attached resolution provides that the City Manager has the discretion and authority to designate as a City holiday any day that the President of the United States designates as a federal government holiday or the Governor of the State of California designates as a state government holiday.

Attachment: Resolution 82-2004

AGENDA ITEM # 5

RESOLUTION NO. 82-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING A CITY HOLIDAY SCHEDULE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, that the following days be recognized as paid holidays for all eligible City employees.

1. New Year's Day	7. Veterans' Day
2. Martin Luther King's Day	8. Thanksgiving Day
3. Presidents' Day	9. Day after Thanksgiving
4. Memorial Day	10. Christmas Eve Day
5. Independence Day	11. Christmas Day
6. Labor Day	12. One (1) Floating Holiday
	13. The City Manager shall have the discretion and authority to declare a holiday with regard to the following: a. Any day that the President of the United States designates a Federal government holiday and/or b. Any day that the Governor of the State of California designates a State government holiday

If a holiday falls on an employee's scheduled day off, he/she may be given an alternate day off with the approval of the department head. It is intended that all employees receive holiday time off.

Holidays falling on Sunday shall be observed on the following Monday. Holidays following on Saturday shall be observed on the preceding Friday unless this too is a holiday, in which case the holiday will be observed one (1) day sooner.

Full time employees shall receive eight (8) hours pay for these holidays. Employees who work less than forty (40) hours per week shall receive pay for these holidays commensurate with the percentage of hours worked based on a forty-hour workweek. Part-time employees who work less than twenty (20) hours per week are not eligible for these paid holidays.

If a holiday falls on an employee's regularly scheduled time off, the employee will be given an equivalent amount of time off to be scheduled with the approval of the department head before the end of the calendar year unless approved for carryover by the City Manager. An employee must work both the regularly scheduled workday immediately prior to a holiday and the regularly scheduled workday immediately after that holiday in order to receive holiday pay.

PASSED AND ADOPTED this 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Linda Budge, Mayor

ATTEST:

_____

Lillian Hare, City Clerk

Memorandum

TO: Honorable City Council
Ted Gaebler, City Manager

FROM: Gene Albaugh, Special Projects

SUBJECT: Agreement with the Sacramento Metropolitan Fire District for Lease of Premises at 3121 Gold Canal Drive, the Rancho Cordova City Hall, in the Amount of $7,463.50 per month

DATE: June 21, 2004

Recommendation: It is recommended that the City Council adopt Resolution No. 88-2004 authorizing the execution of a lease agreement with the Sacramento Metropolitan Fire District.

Background and Discussion: The City of Rancho Cordova has been occupying the current City Hall since July 7, 2003, rent free for the first year. Beginning July 1, 2004, as previously agreed, the City is to begin paying a monthly proposed rent which amounts to $7,463.50 each month. While the square footage is just less than 10,000 square feet, the District and the City have agreed that 6,785 square feet is usable. The rate negotiated is a very favorable market rate of $1.10 per square foot.

The term of the lease is for a period of three years and includes a 3% minimum and an 8% maximum rent increase per year subject to the San Francisco-Oakland-San Jose Consumer Price Index. Either party has the right to terminate the lease with 120 days written notice. We have requested that the termination period be reduced to sixty (60) days. However, as this staff report is being developed, there has not been a response from the District. It is expected by your Council meeting.

Fiscal Impact: The proposed 2004-05 City budget includes sufficient funds to make these monthly lease payments totaling $89,562.00 in the fiscal year.

AGENDA ITEM # 6

CITY OF RANCHO CORDOVA

RESOLUTION NO. 88-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AN AGREEMENT BETWEEN THE SACRAMENTO METROPOLITAN FIRE DISTRICT AND THE CITY FOR LEASE OF PREMISES AT 3121 GOLD CANAL DRIVE RANCHO CORDOVA CITY HALL BUILDING

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova does hereby agree that it is necessary to provide office space for its City Hall operations and that continued use of the existing City Hall space at 3121 Gold Canal Drive is possible through a lease extension agreement, attached hereto, with the Sacramento Metropolitan Fire District, by adoption of this Resolution, execution of the attached agreement is authorized.

PASSED AND ADOPTED this 21st day of June, 2004, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Linda Budge, Mayor
City of Rancho Cordova

ATTEST:

_____
Lillian Hare, City Clerk

DRAFT
June 7, 2004

LEASE

This Lease ("Lease") dated as of _____, 2004, is entered into by and between the City of Rancho Cordova ("City") and the Sacramento Metropolitan Fire District ("District").

WITNESSETH:

The parties hereto mutually agree as follows:

Section 1. Premises. District hereby leases to City those certain premises ("Premises") situated in the City of Ranch Cordova, County of Sacramento, State of California, and more particularly described as follows:

3121 Gold Canal Drive
Rancho Cordova, California 95670

Said Premises shall include any and all appurtenances, rights, privileges, and easements associated with or attached hereto including, but not limited to, parking facilities.

Section 2. Term. The term of this Lease is for three (3) years ("Term"), commencing on July 1, 2004, and ending on June 30, 2007, with such rights of termination as are hereinafter set forth.

Section 3. Rental Terms.

A. Monthly Rent. City shall pay to District, as rent for the Premises, the sum of Seven Thousand Four Hundred Sixty-three Dollars and Fifty Cents ($7,463.50) per month commencing July 1, 2004.

B. Rent Increases. The monthly rent provided for in Section 3.A. of this Lease shall be increased each July 1 for the term of this lease, commencing July 1, 2005. Said increase shall be the increase in the Consumer Price Index (CPI-U, San Francisco-Oakland) during the previous year, with a minimum increase each year of three percent (3%) and a maximum increase each year of eight percent (8%).

District shall give prompt written notice to City of increases in the monthly rent as determined by this paragraph.

Section 4. Use.

A. Except as set forth in subsection B below, the leased premises shall be used and occupied by the City as and for the "Rancho Cordova City Hall." City shall comply with all laws, statutes, ordinances, rules, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the premises.

B. Reserved Office Space. City shall reserve one (1) private office on the Premises for the District's exclusive use during the term of the Lease.

C. District agrees that City, in keeping and performing the covenants and agreements herein contained on the part of the City to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly, have, hold and enjoy the leased premises, without suit, trouble or hindrance from District, or any person claiming under District.

Section 5. Services and Utilities.

City shall be responsible for its own utilities and services and payment of all utility bills.

Section 6. Taxes and Insurance.

A. City shall pay before delinquency any and all taxes, assessments, or other charges levied or assessed and which become payable during the term of this agreement upon all of City's leasehold improvements, equipment, fixtures and personal property located on the premises. On demand by District, City shall furnish District with satisfactory evidence of these payments.

B. City shall pay before delinquency all real property taxes and general and special assessments levied or assessed against the premises, if any, and shall furnish District each year with satisfactory evidence of these payments.

C. City shall, at its own expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring District and City against any liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, and naming District as an additional insured. Unless otherwise specifically agreed, such liability insurance shall have a single combined liability limit of $1,000,000.00 and property damage limits of not less than $200,000.00; however, such insurance limits shall not limit the liability of the City hereunder. City may carry said insurance under a blanket policy, providing, however, said insurance by City shall have a District's protective liability endorsement attached thereto. If City shall fail to procure and maintain said insurance, District may, but shall not be required to, procure and maintain same, but at the expense of City. City shall deliver to

District copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to District. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to District. City shall not use, or permit said premises, or any part thereof, to be used in a manner which will increase the existing rate of insurance, or prevent either District or City from obtaining insurance on the premises with a recognized insurance company or organization.

D. District shall keep the premises adequately covered by fire and extended coverage insurance. Commencing July 1, 2004, City shall reimburse District for the annual premium for such fire and extended coverage insurance, and District shall give prompt written notice to City of the amounts to be reimbursed each year under the provisions of this paragraph.

E As long as their respective insurers so permit, District and City hereby mutually waive their respective rights to recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties.

Section 7. Maintenance and Alterations.

A. Unless otherwise agreed to, City shall, at its sole cost and expense, be responsible for the maintenance of the Premises. Maintenance shall include routine upkeep of building facilities, parking facilities and landscaping.

B. City shall not make any permanent structural alterations, additions or improvements to the Premises without the prior written approval of District. Such approval shall not be unreasonably withheld.

Section 8. Holding Over. This Lease shall terminate without further notice at the expiration of the Term. Any holding over shall not constitute a renewal or extension. If City remains in possession of the Premises or any part thereof after the termination of the term of this Lease, such continued possession shall be deemed a tenancy from month-to-month, subject to the continued covenants and agreements set forth in this Lease.

Section 9. Termination.

A. Either party, upon giving one hundred twenty (120) days written notice, shall have the right to terminate the Lease without cause.

B. In the event the leased Premises or any essential part thereof shall be destroyed by fire or other casualty, this Lease, shall in the case of total destruction of the leased Premises, immediately terminate and, in the case of partial destruction or damage, shall terminate at the option of the City upon giving

notice to the District within fifteen (15) days after such fire or casualty. To the extent authorized by any fire and extended coverage insurance issued to District on the herein damaged Premises, District releases City from Liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.

Section 10. Indemnity.

A. City shall indemnify, defend and hold harmless District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising from City's use of the Premises or from any activity, work, or other thing done, permitted or suffered by the City in or about the Premises.

B. District shall indemnify, defend and hold harmless City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising from District's use of the Premises or from any activity, work, or other thing done, permitted or suffered by the District in or about the Premises.

C. The indemnifications provided pursuant to this Section shall survive the termination of this Lease.

Section 11. Notices. All notices or other communications given under this Lease shall be deemed to have been given when made in writing and deposited in the United States mail, certified, return receipt requested postage prepared and properly addressed as follows:

To City:
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attention: City Manager

To District:
Sacramento Metropolitan Fire District
2101 Hurley Way
Sacramento, CA +6936-3208
Attention: Fire Chief

Either party may change its address by providing written notice to the other as provided herein.

Section 12. Severability.

The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

Section 13. Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

Section 14. Entire Agreement. This Lease shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

IN WITNESS WHEREOF the parties have executed this Lease, which shall become effective on the date first written above.

DISTRICT	CITY
_____	_____
Rick Martinez, Fire Chief	Linda Budge, Mayor
	ATTEST:
	_____
	Lillian Hare, City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Don G. Price, General Counsel	Steven R. Meyers, City Attorney

Memorandum

Date: June 14, 2004

To: City Council

From: Kathleen Franklin

Subject: **Request for another continuance for Horn Road Conditional Use Permit, Design Review and Variance – Project No. RC-03-062**

The applicant is requesting another continuance for the above mentioned project. The architect has finished redesigning the elevations but cannot get the plans to staff in time for them to be reviewed and an additional report written for the Council. The project will be ready for review at the July 6, 2004 meeting.

AGENDA ITEM # 8

City Council Staff Report

Date: June 21, 2004
Project: RC-03-002
File: North Douglas I and II
Request: A General Plan Amendment and Specific Plan Amendment to Rezone the existing zoning to RD-5, RD-7, RD-10 and Open Space, a 9 acre park and a Large Lot (8 Villages) and a Small Lot Tentative Subdivision Map for 680 single family lots, within the SunRidge Specific Plan.
Location: North side of Douglas Road, East of Americanos Road
APN: 072-0300-003, 072-0300-004 (Portion) and 072-0370-016
Planner: William Campbell, Principal Planner

OWNER:	DEVELOPERS:	ENGINEER:
Archel and Mary Cupp Tr. 12515 Douglas Road Rancho Cordova, CA 95742 James and Christina Weidinger 12575 Douglas Road Rancho Cordova, CA 95742	Lennar Communities Inc. 1075 Creekside Ridge Drive, Suite 110 Roseville, CA 95678	Wood Rodgers 3301 C Street, Building 100-B Sacramento, CA 95816

Staff Recommendation:

Planning Commission has recommended approval of Ordinance No. 26-2004, General Plan Amendment/Rezone to the SunRidge Specific Plan Land Use Plan and Zoning, shown as (Exhibit A); and Resolution No. 84-2004, combined Large and Small Lot Tentative Subdivision Map as designed and shown as (Exhibit A) and subject to the proposed Conditions of Approval/MMRP shown as (Exhibit B).

Setting:

The project is bordered by Douglas Road to the south and Americanos Blvd. to the west and the PGE/SMUD electric transmission corridor to the east. Further to the north is the Teichert gravel mining operation, which is part in the County and part in the City. Immediately to the west of the project site is Security Park Industrial area and the future Rio Del Oro Specific Plan.

Background:

The Planning Commission considered the request at their regular meeting of February 26, 2004. At the conclusion of the public hearing the Commissioners discussed the merits of the project and considered the appropriateness of the project as it related to the overall development of the Specific Plan. Concern was registered that the project was isolated and may not be consistent with the future development ideals of the City. There was a suggestion the area might be well served with large estate lots and capture the views of the Sierra's. The issue of schools in the area was also discussed and it was understood the project would be served by Folsom Cordova Unified School District and children would be bused to school, until a new campus could be constructed in Rio Del Oro. The Planning Commission approved the project as submitted, by a vote of 6-1.

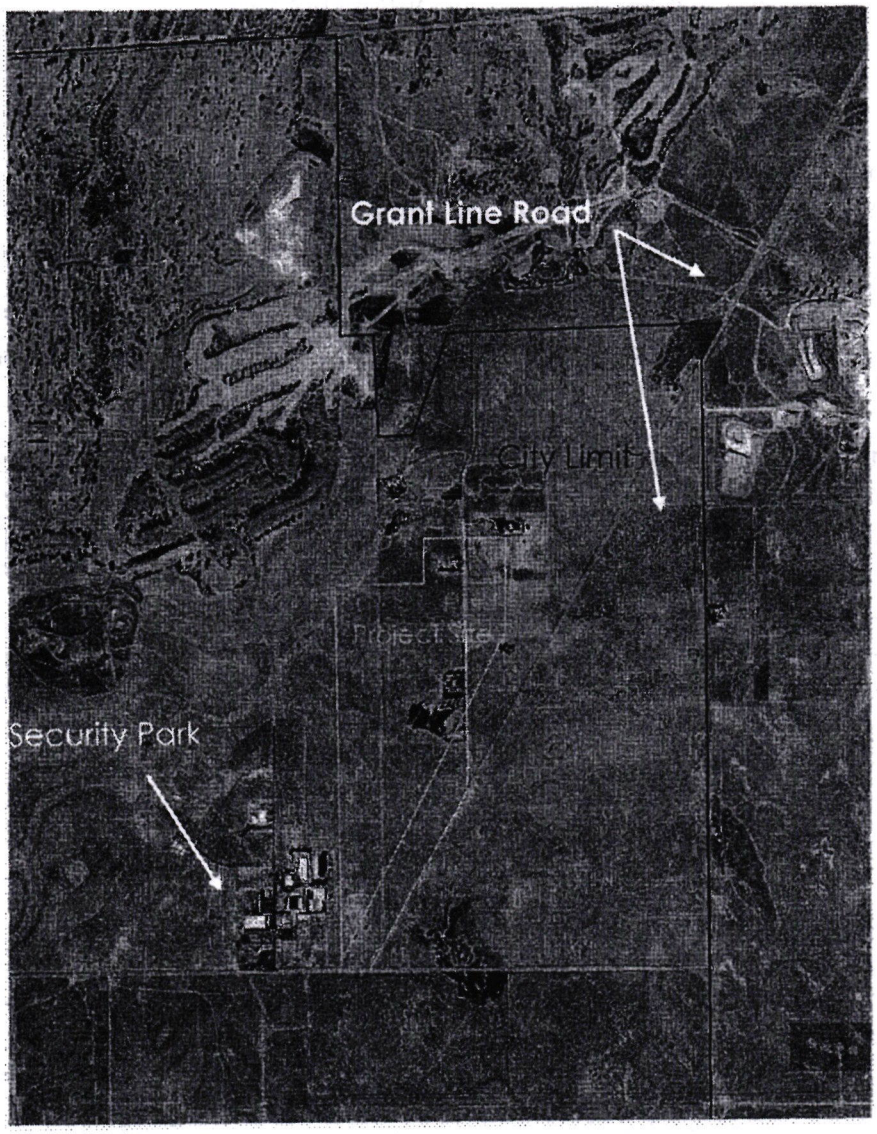


Figure 1 Vicinity Aerial Map

	Existing Land Use	General Plan and Community Plan Designations	Zoning
Subject Property	Dry Pasture	Low Density Residential	RD-4, RD-5, RD-7, CMU and Open Space
West	Security Park and future Rio Del Oro Specific Plan	Manufacturing	M-1
East	Dry Pasture	Agriculture and Manufacturing	AG-80 and M-2
South	Dry Pasture	Low Density Residential	SRSP- RD-20, RD-5 and SC
North	Dry Pasture	Agriculture and Manufacturing	SRSP

Analysis:

General Plan and SunRidge Specific Plan (SRSP) Consistency: The County of Sacramento adopted the SunRidge Specific Plan by amending its General Plan and adopting an ordinance that changed the zoning of the Plan area to be consistent with that Specific Plan. The applicant is requesting a General Plan Amendment and a Rezone of the Specific Plan to change the Land Use Plan as shown in Section 607-17.2 (see Figure 2) for the North Douglas project. The requested changes to the land use and zoning designations are outlined in Table 1, below and delineated in Figure 2 below (attached is a larger copy of Figure 2).

Table 1- Comparison Table of Requested Changes to Specific Plan

Current Specific Plan			Proposed Changes		
Land Use (Zoning)	Gross Acres	Units	Land Use (Zoning)	Gross Acres/ net + or -	Units
LDR (RD-4)	16.8	63	LDR (RD-4)	0.0 *(-16.8)*	0
LDR (RD-5)	61.0	276	LDR (RD-5)	77.3 **(+16.3)**	400
LDR (RD-7)	29.8	180	LDR (RD-7)	34.6 **(+4.8)**	218
LDR (RD-10)	5.3	40	LDR (RD-10)	9.0 **(+3.7)**	62
CMU (LC)	9.9	76	CMU (LC)	0.0 *(-9.9)*	0
Park	7.1	0	Park	9.0 **(+1.9)**	0
Total	129.9	635	**Total**	130.3	680

The major changes in the new plan are the elimination of the Low Density Residential (RD-4) and CMU designation that amounts to approximately 26.7 acres and the increase of 16.3 acres in the RD-5 category. Minor adjustments in the Low Density Residential (RD-7 and RD-10) categories are proposed, along with an increase in the open space (Park) area. These changes will increase the total number of units in this portion of the Specific Plan by an additional 45 dwelling units. The 45 additional units will not exceed the total number of units allocated in the Specific Plan (Section 607-17.5) due to the loss of approximately 300 units in

several projects caused by the increased amount of wetlands preserved by the Army Corp of Engineers.

The original Land Use Plan had designated 9.9 acres for Commercial Mixed Use that would provide commercial opportunities in two areas of the project. These CMU areas were approximately 5 acres in size and could accommodate neighborhood commercial and up to 25% of the land area in higher density housing. At the time of the Specific Plan adoption, no serious land planning work had occurred on the Gen Corp. property, known as Rio Del Oro today. It was the direction of the Specific Plan at that time to provide some commercial opportunity in the North Douglas area because of its isolated proximity to the remainder of the Specific Plan. The developer came to the City early in the process and indicated their concerns with the feasibility of these commercial areas in light of all the other commercial lands in general vicinity and staff concurred.

The proposed land uses in Rio Del Oro would clearly be able to serve the North Douglas project in the future better than the land plan of the Specific Plan. The North Douglas project is changing with respect to the future land plan of Rio Del Oro and will have greater connectivity with Americanos Blvd. as it traverses through Rio Del Oro. Additionally, immediately to the south of the North Douglas project lie the Douglas Road 103 and Sunridge Park projects that are anticipated to provide approximately 50+ acres of Limited Commercial and Shopping Center zoning, at the intersection of Americanos Blvd. and Douglas Road, which are approximately one-half mile from the project area. Lastly, the proposed road alignment of Americanos Blvd. above Douglas Road will turn to the west through the Rio Del Oro plan. The redesigned road will divert frontage of the commercial site from the major road way.

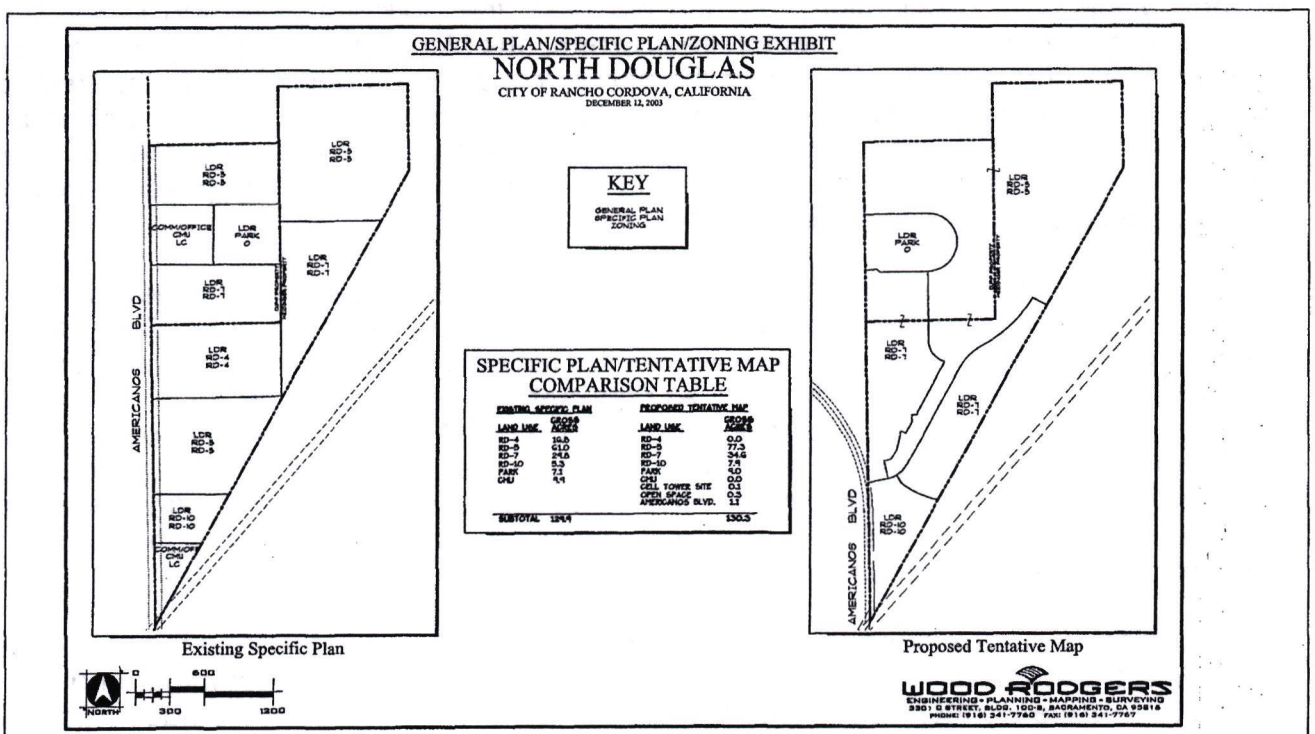


Figure 2 General Plan and Specific Plan Amendment

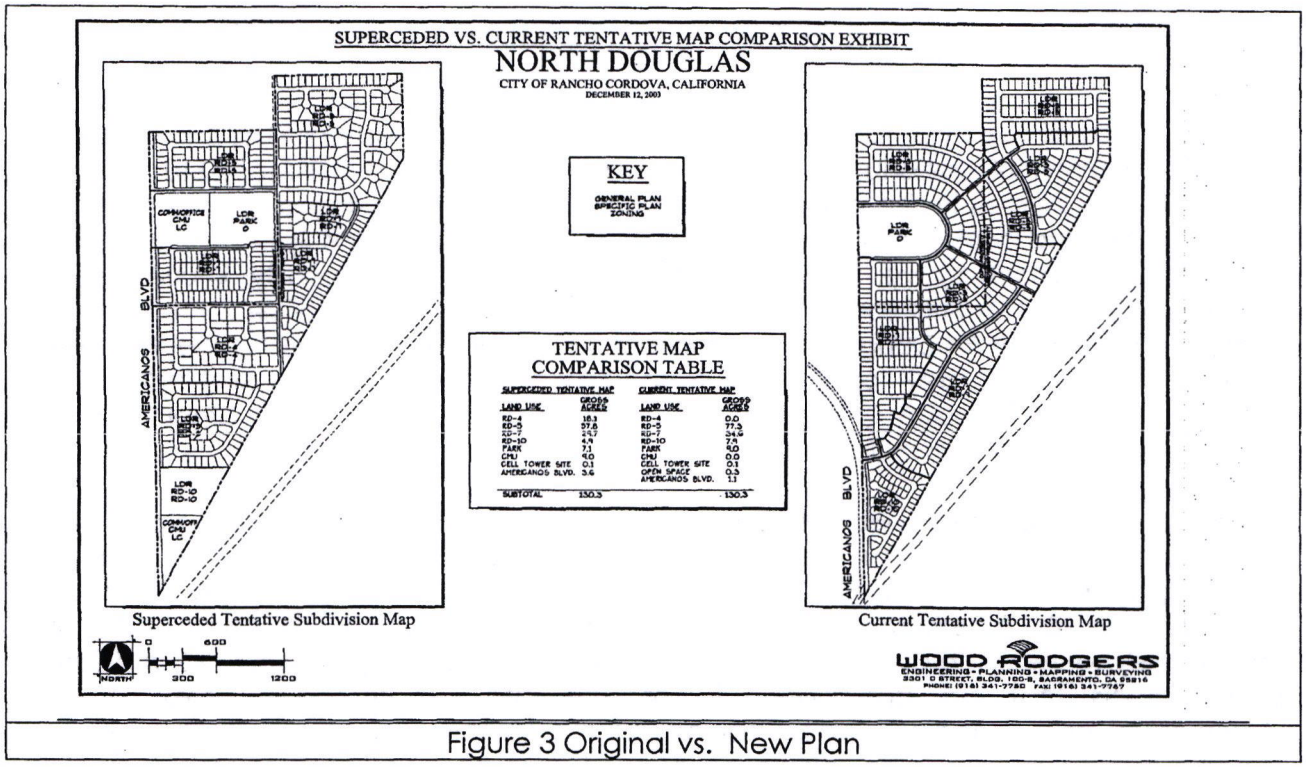


Figure 3 Original vs. New Plan

Subdivision: The design of the subdivision has directly influenced the needed amendments to the General Plan and the Specific Plan Zoning. Figure 3 above compares the original subdivision plan compared to the new plan (attached is a larger version of Figure 3). Eliminating the CMU designation from the old plan, the park site increased in size and provided a better design of the internal street system. The higher density housing was placed in the southern portion of the site, where the smaller lots could be designed into the irregular space and placing them closer to Douglas Road and the commercial centers. Additionally, eliminating the RD-4 category allowed the project to gain additional units in the RD-5 and RD-7 category to help off-set the lost dwelling units in some of the other projects, due to wetland preservation and other factors.

Design Review: Within the provisions of the Specific Plan, design review for the new homes is established under a set of performance standards. The recent adoption of the City's Design Review Ordinance would expand the review of the project to site layout, street configuration and other amenities for the community. As previously mentioned, the redesign of the park has improved the connectivity of the improved parkland in the neighborhood and has improved the over all design of the tract by fronting more homes on the open space than the original design. Additionally, the developer has provided a modified Primary Residential Street section for Streets A and B that will provide a bike lane connection through the project to the main streets and open space areas.

Park Location: The developer and the Parks District have agreed to redesign the new larger park in the project area. The redesigned park is approximately 1.8 acres larger and is the focal point of the northern portion of the project. The original site was adjacent to and behind commercial land in the Specific Plan. The new configuration accommodates a

better site design for recreational activities and provides better connectivity to the future Rio Del Oro site and its open space corridors and trails.

Water Supply: The provision of an adequate and safe water supply was a primary issue discussed during the hearings on the SunRidge Specific Plan. Initial water supply for development in the SunRidge area will come from a proposed well field in the Vineyard area near the intersection of Florin Road and Excelsior Road (known as the "North Vineyard Well Field", now sometimes referred to as the "Excelsior Well Field"). The well field will be a part of the Zone 40 water supply system providing a conjunctive use water supply to meet future development demands within Zone 40.

Each development will be required to enter into a well insurance agreement with SCWA and this developer has signed the agreement, and the Board has formally adopted the agreement. The developer has also provided evidence the Board has set aside sufficient water supply to serve the project. These agreements are necessary, prior to the City Council action to tentatively approve the map according to the Zoning Conditions of the Specific Plan.

Utilities: SMUD's comments and requested conditions were generally standard, except that they identified the need for a 10 acre bulk transformer electric substation in the general area of the project site. SMUD had earlier provided a comment on the first map to place a reservation on approximately 5 acres in the southern portion of the site. The remainder portion would have to come from another property to the east of the North Douglas site, which SMUD had indicated they could not acquire freely. Subsequently, SMUD had prepared an environmental assessment for the three new substations and bulk transformer site within the SunRidge Specific Plan area.

Staff met with a SMUD representative to discuss the potential location of the bulk substation. Staff has been advised by SMUD that the substation will be located on the south side of Douglas Road, on the west side of the transmission corridor, adjoining the SMUD transmission lines. In conjunction with the transformer site, a water storage and booster pump facility will be adjoining the transformer area within the Sunridge Park subdivision.

Environmental Analysis:

The key environmental issues for this project were addressed in a Mitigated Negative Declaration for North Douglas. The document was released for public review on January 14, 2004 and ran through February 13, 2004. The Mitigated Negative Declaration includes site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Specific Plan EIR. No new impacts were identified in the assessment for the current project.

Biological Resources: The SRSP EIR and subsequent Mitigated Negative Declaration for this project have addressed biological impacts of development related to wetlands, special species status, birds of prey and trees. Significant and potentially significant impacts were determined to be mitigated to less than significant levels for all biological resources, except wetlands. All the mitigation measures adopted for the Specific Plan were recorded in the

master MMRP for the project and those mitigation measures are adopted by reference into every subsequent project after the adoption of the SRSP.

Wetlands: the North Douglas project is relatively clear of wetlands and does not have any significant natural drainage courses that traverse the property. The environmental assessment did not identify significant resources and referenced the standard mitigation measures listed in the EIR for the Specific Plan, relative to the discovery of delineated jurisdictional waters or wetlands. These mitigation measures are consistent with the General Plan policies regarding "no net loss" of wetlands and would be reviewed at the time of improvement plans. All of the mitigation measures in the MMRP for the Specific Plan have been included by reference within the Mitigated Negative Declaration and have been referenced in the Conditions of Approval for this project.

Traffic: The plan amendment to eliminate the CMU land use designation and the corresponding LC Zoning has had a beneficial effect on the project. The Mitigated Negative Declaration, Section XV (a) addresses the reduce vehicle trip during the PM Peak hour duration. The loss of commercial land uses has reduced the total cumulative traffic count of the original project by approximately 80 vehicle trips and the new plan will have greater connectivity to the Rio Del Oro plan in the future. The reduction is considered a positive effect upon Douglas Road.

Swainson's hawk: The development project will have a direct impact on the foraging habitat of the Swainson's hawk. Within Mitigated Negative Declaration, mitigation measures 4.1b addresses alternative means of reducing impacts upon the habitat. The measure governs the timing of construction during nesting periods, acquisition of off-site habitat for preservation, or the payment of mitigation fees. This mitigation would be triggered, prior to any ground disturbance or final maps, and this measure has been included in the Conditions of Approval/MMRP.

Noise Sources: A Noise Consultant has evaluated the effectiveness of a solid noise barrier in reducing the future vehicle noise levels from traffic upon the adjoining streets to the south and east of the project. A technical discussion of the noise barrier's effectiveness is provided within the Noise Analysis section of the MND for the projects. A barrier height of 6 feet, along the southern boundaries of lots adjacent to the Douglas Road, would reduce future noise impacts on the new homes. The wall design shall be reviewed and approve by staff and the timing of the wall construction is stipulated in the Conditions of Approval/MMRP #61.

Financial Impacts:

A financing plan for the SunRidge Specific Plan was adopted and conditions of approval for all projects will reference the Plan and require payment of certain fees at various stages of the development. Additionally, the developer will be asked to enter into a Development Agreement that will provide additional revenues for police protection, park development and existing park renovation.

Summary:

The North Douglas is substantially consistent with the intent of the adopted SunRidge Specific Plan. The project will provide better connection to the future road systems in Rio Del Oro and projects to the east to accommodate vehicular traffic in an efficient manner. The project would additionally provide for improved non-vehicular connections for pedestrians and bicycles within and to the exterior of the neighborhood by increased road widths and designated open space.

Recommended Motions:

Move to find the Mitigated Negative Declaration prepared for this project is adequate, according to the California Environmental Quality Act.

Move to introduce Ordinance No. 26 -2004 for first reading and waive reading of the body of the Ordinance amending the General Plan and Specific Plan Zoning, according to the attached exhibit.

Move to approve Resolution 84-2004 for the Large and Small Lot Tentative Map, along with the Conditions of Approval/MMRP".

Attachments:

1. Ordinance No. 26-2004 with Exhibit A (General Plan Amendment and Rezone)
2. Resolution No. 84-2004 with Exhibit A (Tentative Subdivision Map) and Exhibit B (Conditions of Approval, with Modified Street Sections)
3. Initial Study/Mitigated Negative Declaration
4. Agency Correspondence

wider street?
Dennis - access?
Speed?
Olivia - depth of water?
west side will be wet - rest of area will be available for active play.

ATTACHMENT 1

ORDINANCE 26-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE GENERAL PLAN DESIGNATION AND THE ZONING OF THE SUNRIDGE SPECIFIC PLAN ON ASSESSOR PARCEL NUMBERS 072-0300-003, 072-0300-004 (PORTION) AND 072-0370-016, FOR A PROJECT KNOWN AS NORTH DOUGLAS PROJECT NO. RC-03-002

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 General Plan and the Zoning within the Sunridge Specific Plan to assign a change to the General Plan Designation and Zoning of the parcels specified within the attached exhibits.

Section 2: Findings

1. Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

   Evidence: An Initial Environmental Study was prepared for the proposed project that addressed the impacts of the Specific Plan Amendment Rezone of the SunRidge Specific Plan. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence the project will have a significant adverse impact on the environment.

2. Finding: The proposed General Plan Amendment and Rezone request will implement and be consistent with goals and policies of the General Plan of the City of Rancho Cordova and the SunRidge Specific Plan.

   Evidence:

Section 3: Action

The City Council hereby amends the General Plan and the Sunridge Specific Plan of the City of Rancho Cordova for Assessor's Parcel Number 072-0300-003, 072-0300-004 (Portion) and 072-0370-016, as shown on the attached exhibits.

Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise

imposed by law.

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
This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of June 2004, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

APPROVED AS TO FORM:

_____
STEVE MYERS
CITY ATTORNEY

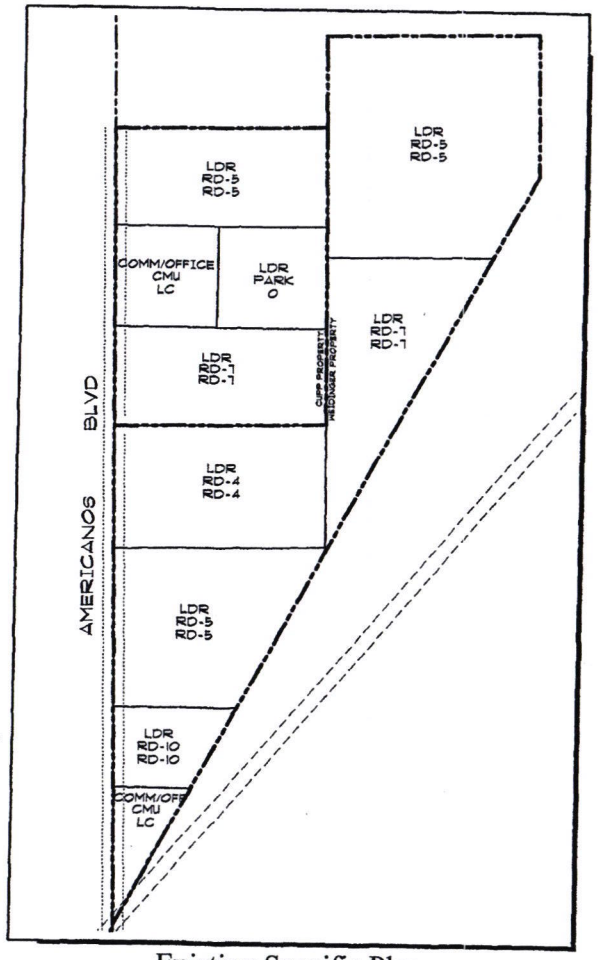
GENERAL PLAN/SPECIFIC PLAN/ZONING EXHIBIT

NORTH DOUGLAS

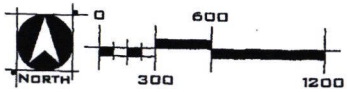
CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 12, 2003

EXHIBIT A



Existing Specific Plan

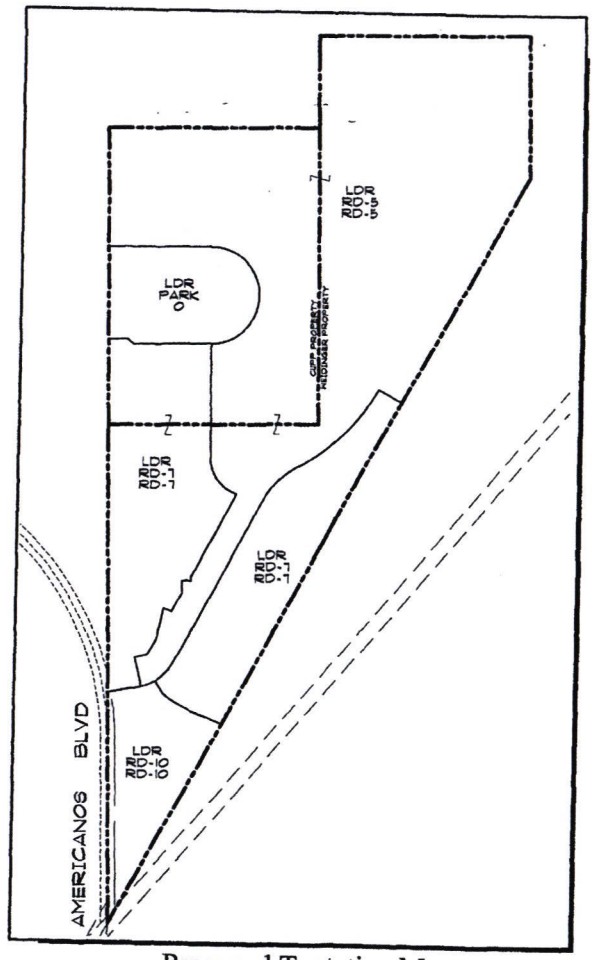


KEY

GENERAL PLAN
SPECIFIC PLAN
ZONING

SPECIFIC PLAN/TENTATIVE MAP COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED TENTATIVE MAP	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
RD-4	16.8	RD-4	0.0
RD-5	61.0	RD-5	77.3
RD-7	29.8	RD-7	34.6
RD-10	5.3	RD-10	7.9
PARK	7.1	PARK	9.0
CMU	9.9	CMU	0.0
		CELL TOWER SITE	0.1
		OPEN SPACE	0.3
		AMERICANOS BLVD.	1.1
SUBTOTAL	129.9		130.3



Proposed Tentative Map

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

ATTACHMENT 2

RESOLUTION NO. 84-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A LARGE LOT TENTATIVE SUBDIVISION MAP AND A SMALL LOT TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 072-0300-003, A PORTION OF 072-0300-004 AND 072-0370-016, FOR THE NORTH DOUGLAS PROJECT NO. RC-03-002, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/ MMRP

WHEREAS, the North Douglas project, represented by Lennar Communities Inc. (hereinafter referred to as Applicants) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Large and Small Lot Tentative Subdivision Map consisting of 8 large village lots and 680 single family lots, a 9 acre park and 3 landscape corridor lots (Exhibit A); and

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

WHEREAS, an Initial Study was prepared for this project and a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council considered the Applicant's request at a duly published public hearing on June 21, 2004 and received a staff report and public testimony at the public hearing.

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

1. Approve the Large and Small Lot Tentative Subdivision Map (Exhibit A) , subject to the Conditions of Approval/MMRP (Exhibit B, with attachments), based on the following findings:

   A. California Environmental Quality Act

   Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

   Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce

potential environmental impacts to less than significant levels. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

B. Subdivision Map Act

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #a. through #g. do not apply to the proposed Tentative Subdivision Map.

a. The proposed map is consistent with the density limits as specified in the SunRidge Specific Plan and Rancho Cordova General Plan. The 244.6 acre site is designated Low Density Residential consisting of RD-5, RD-7 and RD-10 Zoning and the project would provide more units than specified in the Allocation Table Figure 3-6. The increased units are partly due to the shift in over all density and the need to increase the total unit count within the Specific Plan because of lands lost to increased wetland preservation.
b. The design or improvements of the proposed subdivision are consistent with the SunRidge Specific Plan specification for streets and the Rancho Cordova General Plan. The development is providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes.

c. The site is physically suitable for the development. The applicant is proposing 680 single-family lots on a total of 244.6 acres, which conforms to the designated residential use of the Specific Plan and the Community Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

d. The site is physically suitable for the proposed density of development. The Specific Plan assigned certain densities for the lands within the SRSP and this project is consistent with the maximum number of units allowed for this area.

e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivision or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

C. Development Plan Review

Findings: The following Design Concepts apply to new subdivisions. The City encourages:

a) A balanced mix of land uses, including housing, schooling, and parks/open space, to meet the needs of residents as appropriate based on project scale. Large scale development proposals should also provide for employment, commercial/retail, recreational and entertainment needs of community residents.

b) Pedestrian friendly neighborhoods, which are walkable in size with an obvious center. The neighborhood center should be a place of social interaction with a combination of commercial, civic, cultural and recreational uses.

c) Organization of new housing into identifiable neighborhoods.

d) Housing diversity with a variety of housing types, sizes, and densities.

e) Vehicle, bicycle, and pedestrian, and transit connectivity throughout the neighborhood and with surrounding neighborhoods and uses. More specifically, neighborhoods should be designed with an

interconnected street system that will blend well into the existing street system, diffuse traffic within the neighborhood, and minimize barriers within and between neighborhoods.

f) Where feasible, joint-use of open space facilities such as drainage facilities, detention basins, utility corridors etc. for trails, bikeways and parks.

g) Maintenance of significant natural features (e.g., terrain, drainage, vegetation).

h) Conservation of resources and minimization of urban runoff.

i) Coordination of the provision of schools, libraries, parks, and public safety facilities, including the shared use of facilities.

j) Pedestrian friendly streetscapes that may include orientation of homes to common areas, parks, or other open space areas.

k) Where feasible, design streets with separated sidewalks that incorporate a planter strip between the back of curb and sidewalk.

Evidence:

The project as designed meets the above stated guidelines by including a variety of lot sizes as prescribed in the Specific Plan, along with providing a street system that will allow motor vehicles and non-motorized means to traverse the community. The street system will have separated sidewalks from the public rights of way to provide a greater margin of safety to pedestrians and will have project designated bicycle lanes to tie into the local and regional bicycle system. The project will provide a school site for a elementary school, in conjunction with a adjacent park site to serve this area. The project is designed to connect with the adjoining properties street system, trial connection and landscape corridors as promoted in the Specific Plan. The project meets the design criteria of the SunRidge Specific Plan and is consistent with the design concepts adopted within the City's Design Review Ordinance.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 21st day of June, 2004 .

AYES:
NOES:
ABSENT:
ABSTAIN:

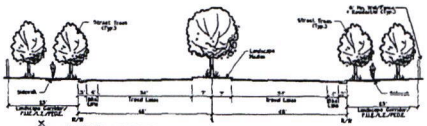
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

LILLIAN HARE
CITY CLERK

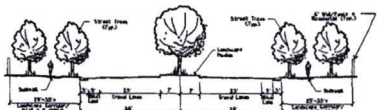
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

NORTH DOUGLAS

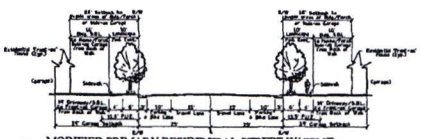
(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA
JULY 10, 2003 / JULY 22, 2003
(REVISED DECEMBER 3, 2003)



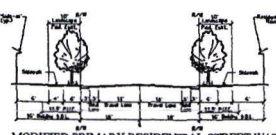
A DOUGLAS ROAD



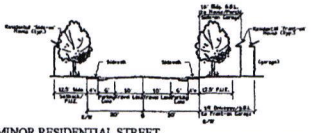
B AMERICANOS BLVD.



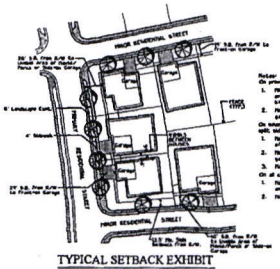
C MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK,B IKE LANES & PARKING ON BOTH SIDES



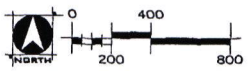
D MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & NO PARKING

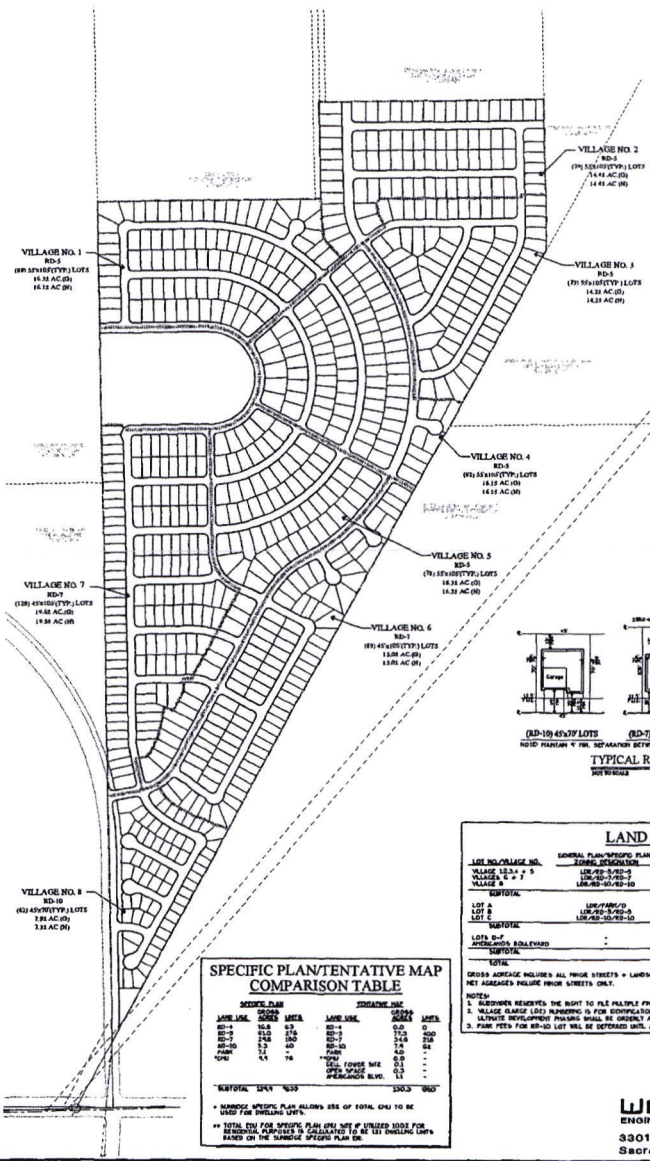


E MINOR RESIDENTIAL STREET

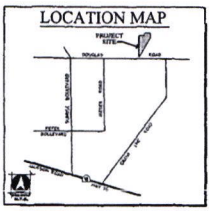


TYPICAL SETBACK EXHIBIT





LOCATION MAP



PROJECT NOTES

OWNER
JAMES D. & CHRISTINA WIDINGER REVOCABLE TRUST
12375 DOUGLAS ROAD
RANCHO CORDOVA, CA 95742
CONTACT: JAMES WIDINGER

ASSTEL, C. & MARY W. GUPP FAMILY TRUST
12350 DOUGLAS ROAD
RANCHO CORDOVA, CA 95742
CONTACT: ARLYNE GUPP

APPLICANT/DEVELOPER
LENNAR COMMUNITIES INC.
1075 SORENSEN RIDGE DRIVE, SUITE 110
ROSEVILLE, CA. 95678
CONTACT: BOB HEWITSON
PHONE: (916) 783-3636

ENGINEER/PLANNER/SURVEYOR
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: DONNA FRASCOLO/TIM CRUSH
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBERS
072-0300-003, 072-0370-016 (PTN), 072-0300-004

AREA
130.34 ACRES

NUMBER OF LOTS/PARCELS
660 SINGLE-FAMILY LOTS
9 PARCELS FOR SINGLE-FAMILY RESIDENTIAL
(RD-5, RD-7 + RD-10 VILLAGES)
1 POSSIBLE FUTURE CELL TOWER PARCEL
3 PARK PARCEL
3 LANDSCAPE CORRIDOR LOTS
1 OPEN SPACE LOT

EXISTING ZONING DESIGNATIONS
RD-5, RD-5, RD-5, RD-10, LC

PROPOSED ZONING DESIGNATIONS
RD-5, RD-7, RD-10

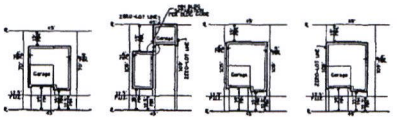
EXISTING GENERAL PLAN DESIGNATIONS
RD-4, RD-5, RD-7, RD-10, CMU

PROPOSED GENERAL PLAN DESIGNATIONS
RD-5, RD-7, RD-10

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	SMUD
GAS:	PACIFIC GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT

NOTES:
1. A FIRE FUEL SHALL BE LOCATED ADJACENT TO ALL PUBLIC RIGHT OF WAY.
2. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66463.1(a) OF THE SUBDIVISION MAP ACT.
3. THIS APPLICATION IS FOR A DEVELOPMENT PERMIT.



NOTE: MAINTAIN 9' MIN. SEPARATION BETWEEN BUILDINGS ON ADJACENT LOTS PER SUNRIDGE SPECIFIC PLAN.

TYPICAL RD-7 & RD-10 HOUSE SETBACKS

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 1,2,3,4 + 5	LDR/RD-5/RD-5	5-7' RESIDENTIAL (55'X105' TYP.)	77.3	77.3	400
VILLAGES, 6 + 7	LDR/RD-7/RD-7	5-7' RESIDENTIAL (45'X105' TYP.)	54.5	54.6	318
VILLAGE 8	LDR/RD-10/RD-10	5-7' RESIDENTIAL (45'X70' TYP.)	7.3	7.4	62
SUBTOTAL			139.1	139.3	780
LOT A	LDR/PARK/O	NEIGHBORHOOD PARK	7.4	8.0	-
LOT B	LDR/RD-5/RD-5	POSSIBLE FUTURE CELL TOWER SITE	0.1	0.1	-
LOT C	LDR/RD-10/RD-10	OPEN SPACE	0.3	0.3	-
SUBTOTAL			7.8	8.4	-
LOTS D-F	-	LANDSCAPE CORRIDOR	0.7	-	-
AMERICANOS BOULEVARD	-	ARTERIAL ROADWAY	1.1	1.1	-
SUBTOTAL			1.8	1.1	-
TOTAL			-	150.3	680

GROSS ACREAGE INCLUDES ALL MINOR STREETS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66463.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

SPECIFIC PLAN/TENTATIVE MAP COMPARISON TABLE

SPECIFIC PLAN			TENTATIVE MAP		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-4	10.8	53	RD-4	0.0	0
RD-5	61.0	376	RD-5	77.3	400
RD-7	29.8	250	RD-7	54.5	318
RD-10	7.3	60	RD-10	7.4	64
PARK	7.1	-	PARK	4.0	-
TOTAL	91	78	POSSIBLE TOWER SITE	0.1	-
			OPEN SPACE	0.3	-
			AMERICANOS BLVD.	1.1	-
SUBTOTAL	129.9	939		130.3	680

* NUMBERS SPECIFIC PLAN ALLOWS 25% OF TOTAL DU TO BE USED FOR DWELLING UNITS.

** TOTAL DU FOR SPECIFIC PLAN ONLY 50% OF UTILIZED 100% FOR RESIDENTIAL PURPOSES IS CALCULATED TO BE 531 DWELLING UNITS BASED ON THE SUNRIDGE SPECIFIC PLAN DR.

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

EXHIBIT A

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The development approved by this action is for 680 single-family lots, 8 residential large lots (villages), a neighborhood park (Lot A), 4 landscape corridor lots (C-F). In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002.	On-Going	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e).	Three years, commencing with the date of Planning Commission approval.	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.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated January 2004, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	In addition to the mitigation measures herein, the applicant shall comply with all mitigation measure in the Mitigated Negative Declaration for this project and all applicable mitigation measures in the Mitigation Monitoring and Reporting Program adopted for the Sunrise Douglas/Sunridge Final Environmental Impact Report (County Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037).			
	Prior to Grading or Improvement Plan Approval.			
5.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of any permits.	Finance	
6.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program, deposit mitigation fees with the City and pay recordation fees to the County Recorder's Office.	Prior to Issuance of Improvement Plans, grading permit or recordation of any map.	Planning	
7.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. ***Mitigation Measure***	During initial site development, grading or brush clearing.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
8.	The North Douglas project would result in a loss of Swainson's Hawk nest or habitat, the project's applicants shall mitigate for such loss by implementing one of the following alternatives: 1) For projects within a one-mile radius of an active nest site, the project proponent shall preserve 1.0 acre of similar habitat for each acre lost within a ten mile radius of the project site. For projects within a one to five mile radius of an active nest site, the project proponent shall preserve 0.75 acre of similar habitat for each acre lost within a ten mile radius of the project site. For projects within a five to ten mile radius of an active nest site, the project proponent shall preserve 0.5 acre of similar habitat for each acre lost within a ten mile radius of the project site. This land shall be protected through fee title or conservation easement (acceptable to the Department of Fish and Game). 2) The project's proponents shall, to the satisfaction of the CDFG, prepare and implement a Swainson's hawk mitigation plan that will include preservation of Swainson's hawk foraging habitat. 3) The project's proponents shall submit payment of a Swainson's hawk impact mitigation fee per acre impacted to the City of Rancho Cordova Planning Department in the amount set forth in Chapter 16.130 of the Sacramento County Code as such may be amended from time to time and to the extent that said Chapter remains in effect. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or grading permits.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
9.	Prior to any earth-moving activities on the North Douglas site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or grading permits.	Planning	
10.	All development that includes work within delineated wetlands of the North Douglas project, regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Dedications of Irrevocable Offers of Dedication are exempt from this requirement. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Planning	
11.	The project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. ***Mitigation Measure***	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	
12.	Prior to any in-channel work on Laguna Creek or its tributaries, within the North Douglas site, the applicant shall obtain a Streambed Alteration Agreement from the CDFG. ***Mitigation Measure***	Prior to Improvement Plans	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
13.	The improvement plans for the North Douglas will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by the Board of Directors; *b)* Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and *c)* Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a *Notice to Proceed* has been issued. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	SCWA	
14.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
15.	CSD-1 shall require an approved sewer study. The study shall demonstrate how the interim service will be provided to the project prior to and after completion of the Laguna Creek Interceptor. The study shall demonstrate service to any offsite, upstream areas that need to flow through the project area.	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	
16.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system	Prior to Improvement Plans	Water Resources-Drainage	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. ***Mitigation Measure***			
17.	Complete and implement a master drainage study for North Douglas with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources-Drainage	
18.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. ***Mitigation Measure***	Prior to Improvement Plans	Water Resources-Drainage	
19.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Any on-site ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved, by the Planning Director and Environmental Health Services.	At Improvement Plans/ grading permit issuance.	Environmental Health	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Recordation of the Subdivision Map			
20.	Developer shall enter into a Development Agreement with the City of Rancho Cordova specifying the obligations of the Developer and the City, including the payment of a special tax for police services in the amount of $250.00 per year per residential parcel, Parks Development Fee in the amount of $3,000.00 per residential parcel and a Parks Renovation Fee in the amount of $733.00 per residential. These fees shall be adjusted on an annual basis according to the San Francisco, Oakland, and San Jose Consumer Price Index.	Prior to Recordation of the Subdivision Map	Planning	
21.	The property owner shall submit to the administrator of the SunRidge Finance Plan (CFD 2) sufficient information for the comparison of the expected maximum special tax revenues for the corresponding area of the approved tentative subdivision map with the prospective maximum special tax revenues for the final map to enable the administrator to assign the maximum special tax for each lot in the final map. At the minimum, such information shall include the estimated number of lots and acreage of each land use category in the tentative map area to be subdivided by the proposed final map, as well as the final map's number of lots and acreage by land use category.	Prior to Recordation of the Subdivision Map	Infrastructure Finance	
22.	In order to obtain sewer service, sewer easements may be required for the construction of public collector and trunk sewer to the satisfaction of CSD-1. 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.	Prior to Recordation of the Subdivision Map	CSD-1	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
23.	Dedicate a standard 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public street rights of ways.	Prior to Recordation of the Subdivision Map	SMUD	
24.	Dedicate the 25-foot wide Landscape Corridor Lots C-F, adjacent to Americanos Blvd. as public utility easements for overhead and underground facilities and appurtenances. Annexation to Lighting and Landscape District or a Mello-Roos Community Finance District for on going maintenance of the landscape lots is required.	Prior to Recordation of the Subdivision Map	CPRD and SMUD	
25.	Developer shall enter into a parks development agreement with the Cordova Parks and Recreation District that specifies how Lot A shall be improved as a park.	Prior to Recordation of the Subdivision Map or Large Lot Map	CPRD	
26.	Developer/applicant shall pay any SCWA development fee or 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 of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Water Supply	
27.	A Irrevocable Offer to Dedicate shall be recorded on Lot 90 of Village 7 for future street dedication to the City of Rancho Cordova and no building permits shall be issued for said lot. Should the City not require the dedication in the future, the City shall abandon the IOD, at the discretion of the Public Works Director.	Prior to Recordation of the Subdivision Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
28.	Grant the City right-of-way on Americanos Blvd (Section B), based on a modified 76-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer. The half street section is described as follows: 7 feet of center median, 23 feet of travel lane, 5 feet stripped bike lane, 3 feet curb and gutter. Bike lane configuration may be amended at the discretion of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
29.	Grant the City right-of-way on all Streets as shown on the map, pursuant to the cross sections (Sections C, D and E) for the modified Primary Residential and Local Streets, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
30.	The proposed public street entrances from Americanos Blvd shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Public Works	
31.	**(Large Lot Map Only)** Grant the City right-of-way for Americanos Blvd and Streets A, B, O (from Street A to B), and X (from Street A to B), as shown on the combined Large and Small lot Tentative Map, Exhibit A.	Prior to Recordation of the Large Lot Subdivision Map	Public Works	
32.	Provide a traffic study to show adequacy of street pattern and width for internally generated traffic volumes.	Prior to Recordation of the Subdivision Map	Public Works	
33.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		of the Subdivision Map		
34.	The developer agrees to enter into a Reservation Agreement with the County Water Agency for Lots 13-24 and 59-71 of Village 6 for a future water storage tank facility. Should the Water Agency purchase the lots, that remaining portion of Street G shall be redesigned to the satisfaction of the Public Works Director of the City of Rancho Cordova.	Prior to Recordation of the Subdivision Map	Water Resources	
35.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
36.	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
37.	The Water Agency will compensate developers for the appraised value of land for permanent and regionally beneficial off-line peak flow and storm water quality detention basins that are: Part of an approved drainage master plan; deemed by the Director to be hydraulically efficient (if inefficient, the credit will be adjusted per the Water Agency Code); Reserved by the Agency pursuant to the Map Act, appraised at the date	Prior to Recordation of the Subdivision Map	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	of the filing of the tentative parcel or subdivision map or use permit plus associated carrying costs; with compensation accepted in the form of a fee credit agreement with reimbursements made according to Section 2.60 of the Water Agency Code. The Agency has the right to terminate the reservation agreement for any cause.			
38.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources-Drainage	
39.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	Prior to Recordation of the Subdivision Map	Parks District	
	Prior to the Issuance of Building Permits			
44.	Provide access arrangements within the project and install working fire hydrants, which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Metro Fire	
45.	Developer shall provide a second means of access, to the satisfaction of the Metro Fire District, before more than 250 building permits can be issued within the total North Douglas Subdivision. Model homes are excluded	Prior to issuance of more than 250 building	Metro Fire	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	from this requirement.	permits		
46.	Final development plans for single family homes shall be reviewed by the City, to assure compliance with all the design concepts for model homes listed in the adopted Design Review Ordinance of the City.	Prior to the Issuance of Building Permits	Planning	
47.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	
48.	Developer shall construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Prior to the Issuance of Building Permits	Public Works	
49.	Developer shall provide a construction phasing plan that includes the location of the model homes, support parking and street construction; and install or bond for public street improvements, to the satisfaction of the City Engineer and Planning Director.	Prior to the issuance of Building Permits for each Village	Planning and Public Works	
50.	The developer shall submit complete landscape planting and irrigation plans for the park and all corridor landscaping to the Cordova Recreation and Parks District for review. The park construction shall begin before 300 building permits are final and Certificates of Occupancy have been issued in the North Douglas Subdivision, and be completed in one year from start of construction. Failure to complete the improvements and receive acceptance by the District may cause the City to withhold issuance of additional permits or inspections.	Prior to the Issuance of Building Permits	CRPD	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
51.	Provide separate public water service to each parcel and dedicate maintenance easements in all public streets, to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	
52.	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.	Prior to the Issuance of Building Permits	Water Supply	
53.	The initial phase water supply facilities have been constructed with sufficient capacity to deliver up to approximately 2,265 AFA to the SunRidge Specific Plan area to the satisfaction of SCWA.	Prior to the Issuance of Building Permits	Water Supply	
54.	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 of the Public Works Agency.	Prior to the Issuance of Building Permits	Water Supply	
55.	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 fair share portion of any water project(s) identified by the SCWA	Prior to the Issuance of Building Permits	Water Supply	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Board of Director that optimizes available local groundwater resources.			
56.	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 Building Permits	Water Supply	
	Prior to Certificate of Occupancy			
57.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Installation Prior to 1st Occupancy	CSD-1	
58.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Prior to Final Inspection or Certificate of Occupancy of the first unit	Public Works	
59.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line and possible location of a 10 acre bulk transformer substation, in the immediate area.	Prior to Final Inspection or Certificate of Occupancy	SMUD	
60.	Improve the landscaped lots (C-F) according to the approved plans. A 6 foot minimum sidewalk shall meander through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by	Prior to Final Inspection or Certificate of Occupancy of	Parks	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	the Parks District prior to assuming maintenance responsibility.	the first unit		
61.	Construct a minimum 6-foot high sound barrier (a combination of masonry wall and earthen berm is acceptable) along the western property line of all lots bordering Americanos Blvd. (Villages 7 and 8). Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. Where the noise barrier extends past Lot 120 of Village 7 and Lots 38 and 39 of Village 8, the wall shall transition to either wood or open metal fence, to the satisfaction of the Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Prior to Final Inspection or Certificate of Occupancy	Planning	

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact SMUD's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (SMUD)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources)
12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.

13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Attachment 3 - Initial Study/Mitigated Negative Declaration for North Douglas I & II

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item: 9

Sacramento Metropolitan Fire District

3012 Gold Canal Dr., Rancho Cordova, CA 95670 • (916) 942-3300 • Fax (916) 942-3400

Rick Martinez
Fire Chief

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OCT 29 2003

RANCHO CORDOVA
PLANNING

October 27, 2003

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Attention: Bill Campbell
Principal Planner

Subject: Application No.: RC 03-002
APN: 072-0300-003
Location: Americanos north of Douglas
Sac Metro No. 03-2150

Applicant: It is highly recommended that specific requirements for new construction be obtained from the fire district during the planning stage of construction. Requirements for bridges, entry gates, fire hydrants and access roadways must be clearly understood. Call the Fire Prevention Bureau at (916) 942-3300 and request a design review conference. A consultation fee will apply, but could save considerable time and resources.

If there are no immediate plans for new construction or storage of combustible materials on this project, the requirements applicable to construction may be held in abeyance until such time that development occurs. It is important to note that if the property is sold, the seller of the property is encumbered to disclose the above requirements to the buyer.

THE FOLLOWING ARE COMMENTS SPECIFIC TO THIS APPLICATION:

1. Per planning meeting with City Planner and Sac Metro Fire District on 10/23/03, a single access into this development will not be acceptable. Alternate solutions shall be presented and approved by the Fire District prior to commencement of grading.
2. Provide approved steamer type fire hydrants for residential areas located as follows:
   A. One fire hydrant shall be located between 150 to 250 feet from the end of the access roadway. The required access roadway extends to within 150 feet of any portion of the exterior wall of a building.
   B. A hydrant installed at the end of an access roadway, as a "blow off" for the water district does not meet the fire department requirements.

Attachment 4

C. Each steamer hydrant shall have a minimum flow of 1000 gpm for residential areas.

D. Additional requirements apply for residential dwellings having areas greater than 3,600 square feet. See Item 1, above.

NOTE: Specifications for fire hydrants are available at the Fire Prevention office.

EXCEPTION: Single-family dwellings provided with an approved automatic fire sprinkler system.

3. Plans shall be submitted to the fire prevention bureau showing hydrant locations for review and approval prior to construction. **FIRE HYDRANT DETAIL AND FIRE DEPARTMENT NOTES SHALL BE SHOWN ON THE PLANS OR IMPROVEMENT DRAWINGS.**
4. Residential roof coverings shall not be less than Class C.
5. Provide access roadways with all-weather driving surface of not less than 20 feet of unobstructed width, with a minimum turning radius of 38 feet inside/58 feet outside dimension capable of supporting the imposed loads of fire apparatus and having a minimum of 13 feet, 6 inches of vertical clearance. The access roadway shall be extended to within 150 feet of all portions of the exterior walls of the first story of any building.

   Exception: The required clear width may be reduced to a minimum of 16 feet for access roadways serving only 1 or 2 single-family dwellings. It may not be reduced to the last two dwellings on road serving more than two dwellings.
6. When the "access roadway" length exceeds 150 feet from the public road, an approved fire apparatus turn around shall be provided. The fire apparatus turn around shall conform to any of the designs shown on Sacramento Metropolitan Fire District Standard 444.302. The intent is for the turnaround to be located within 100 feet of the end of the access roadway. All parcels zoned as "Residential" (RD) shall be provided with a finished surface of pavement consisting of 2 inches of asphalt concrete (AC) over 6 inches of aggregate base (AB) or the equivalent in "all" concrete or approved comparable surface. This includes existing gravel roadways.
7. There shall be no parking on any street narrower than 28 feet. Streets that are wider than 36 feet shall be allowed parking on both sides. Measurements shall be from gutter-line or edge of pavement to the same on the other side of the roadway. On

   private streets, marking of the fire lanes per the Sacramento Metro Fire Lane Standard may be required. Contact the Fire Prevention Bureau for a copy of the fire lane standard.
8. Provide approved address numbers on the building in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background and on all new buildings, shall be illuminated at night.

   NOTE: In order to meet this requirement the following methods are acceptable:

   A. Name the access road and ensure that the new addresses be listed for the newly named "street, and meet the requirement above or...

   B. Provide approved address numbers on the homes and for each of the homes on the access drive, provide approved address numbers posted next to the entrance

to the access drive, facing the public street in an approved manner to meet the above requirement.

9. Should security gates be considered for this project, the developer shall obtain a copy of the Sacramento County Fire Code, Amendment VII, Emergency Access Gates and Barriers. The design of the entry shall conform to this standard.

Our review is not to be construed as abrogating more restrictive requirements by other agencies having jurisdiction. Final acceptance is subject to field inspection and necessary tests.

Please call me if you have any questions or need further information.

Sincerely,

Bryan Clark

Bryan Clark
Fire Inspector II
(916) 942-3352
(916) 942-3400 fx
clark.bryan@smfd.ca.gov

Meeting Minutes

Date: 10/23/03

Project Name Douglas North 1 & 2

Address: Americanos north of Douglas

Permit No: Not Assigned

Persons Present: See attached sign in list

Handouts Provided: N/A

Items Discussed:

- A second access point must be provided. This access must be off of Douglas or Whiterock and must be a public accessible street.
- Metro Fire will permit construction to commence without the 2nd access. However, the access must be in service once 200 - 250 dwelling units are built.

END OF ITEMS DISCUSSED

From: Donna Fragoso [dFragoso@WoodRodgers.com]
Sent: Friday, January 16, 2004 11:24 AM
To: bcampbell@cityofranchocordova.org; pjunker@cityofranchocordova.org; bvail@river-west.com; ddowns@river-west.com; bshattuck@lennar.com; jsevey@lennar.com; llagoma@smud.org; wlunstr@smud.org
Cc: John Hodgson; Tim Crush
Subject: Sunrise-Douglas Substation Sites

Hello all,

Just a quick note to clarify a couple of points stated in a recent letter dated January 15, 2004 from Larry Lagomarsino of SMUD to the City of Rancho Cordova (attached below for reference). Specifically, the letter states in the first paragraph that, "Both Tentative Maps (Sunridge Park RC 03-001 and North Douglas RC 03-002) had conditions written into them that are no longer shown on the revised Tentative Maps. We have not had the opportunity to review and comment on the changes to the Maps and have been told by Donna Fragoso of Wood Rodgers that our Bulk substation has been removed from the Map." For purposes of record and as a point of clarification, Larry has accidentally misstated the facts as identified above. Due to the fact that the substation site locations have never been mutually agreed upon by both SMUD and the project applicants/developers, at no point were substations ever shown on either of the Tentative Maps and therefore the sites were never removed from the Tentative Maps. Additionally, the site he has requested in the Sunridge Park area falls outside the Tentative Subdivision map boundary and lies within the unmapped Remainder lands of what will be a future Sunridge Park Phase II Tentative Map.

Larry and I have had many conversations about these matters. I have informed him that I will pass along SMUD requests to the project applicants/developers but that SMUD needs to work directly with the project applicants/developers to site substations on the maps. As you all know, I have no authority to site these uses on the subject properties. Additionally, Larry had informed me a few weeks ago that he has not seen revised maps on either site from the City and has requested that I mail him copies, which I did however after speaking with Larry this morning to clarify these matters, as of yet he has not received them. I will mail additional copies of each map out to him today at his request.

As always, we at Wood-Rodgers, Inc. intend to cooperate with the City, SMUD and the project applicant/developers to the fullest extent practicable. If there is anything I can do to facilitate this process I welcome your suggestions. Thanks, and have a great day.

<<SUBSTATION LETTER TO RANCHO.doc>>

Respectfully,

SMUD
SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.℠

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

January 15, 2002

CITY OF RANCHO CORDOVA
PLANNING DEPT
3121 GOLD CANAL DRIVE
RANCHO CORDOVA, CA. 95670

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JAN 20 2004
RANCHO CORDOVA
PLANNING

Attn: Paul Junker

Re: Letter from SMUD dated January 23, 2002 titled "Sunrise-Douglas Community Plan/Sunridge Specific Plan – SMUD Electrical Plan" from Wayne Lundstrum, Property Administrator, Real Estate Services.

After reviewing the initial tentative maps that have come through your office, it is necessary to advise you on the locations of our substations needed to serve the Sunrise Douglas / Sunridge Specific Plan. Tentative Subdivision Map of (Sunridge Park RC 03-001) and (North Douglas #1 RC 03-002) have had changes without any contact with SMUD. Both Tentative Map have had many conditions. We have not reviewed any changes to the Maps and have been told by Donna Fragoso of Wood Rodgers that our Bulk substation has been removed from the Map.

To date, SMUD has been unable to successfully negotiate with property owners along this corridor for a 10-acre site for the bulk substation. (As mentioned in the above referenced letter, this bulk substation is required to provide service to the new distribution substations that will serve the Sunrise-Douglas Community Plan/Sunridge Specific Plan.) If negotiations with property owners adjacent to this transmission corridor prove unsuccessful, it will require SMUD to purchase a bulk substation site away from the corridor. This will require that two overhead 230 kV transmission lines will have to be constructed from the corridor to the substation site to provide power for this area. SMUD has extended its scope of interest to roughly an area one mile in radius, centered around the intersection of Douglas Boulevard and where the transmission corridor crosses Douglas Boulevard (approximately 4,200 feet west of Grantline Road).

To re-state and modify the end conclusion of the above referenced document:

Without the four new distribution substations, and affiliated overhead 69 kV lines, in the area as shown in Exhibit "B" and the construction of a new SMUD bulk transmission substation, this District can not guarantee safe and reliable electrical power needed to construct the Sunridge and Sunrise/Douglas developments.

Therefore, should all or some of SMUD's proposals be disregarded by the City of Rancho Cordova, or the existing or future owners/developers, we ask that construction permits be withheld until such time as adequate alternative sites and easements can be obtained by

SMUD. This is necessary to provide the same reliable power to the future home owners and tenants that SMUD currently provides to the rest of its service area.

We ask that all locations for SMUD's requested distribution and bulk substations be shown on all maps on which the sites are requested and said sites be labeled "Future SMUD Substation". These sites will be acquired by SMUD under our standard purchasing process as they become available or as the electrical demand necessitates.

We also ask the City of Rancho Cordova that no alteration, relocation, or exclusions of these locations be allowed by any property owner or developer on any new map that includes a site without the written permission from the Real Estate Services Department of SMUD.

Larry Lagomarsino
Land Specialist
732-6633

SMUD
SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.℠

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

October 1, 2003

FILE: RC 03-0002

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CITY OF RANCHO CORDOVA
PLANNING DEPT.
ATTN: BILL CAMPBELL
3121 GOLD CANAL DRIVE
RANCHO CORDOVA, CA. 95670

We have reviewed the Tentative Subdivision Map (NORTH DOUGLAS NO. 1).

We request the following be conditions of the recorded map.

1. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public street rights of ways.

2. Dedicate the Landscape Corridors as a public utility easement for underground facilities and appurtenances.

3. The developer shall dedicate Lot A for sale to SMUD for use as a Electrical Transmission Substation Site.

   The exact size of the substation site shall be by mutual agreement of SMUD and the property owners prior to the recordation of the final map.

4. The owner/developer of the above noted property MUST disclose to future/potential buyer the following existing and potential 69 & 230 kV facilities and substation site.

   There is an existing overhead electrical 230 kV line located southerly of the south boundary line.

   There is a proposed SMUD electrical bulk substation to be located on Lot A.

   There will be overhead 69 kV electrical powerlines along Americanos Boulevard between Lot A and Douglas Road, along Douglas Road east and west of Americanos Boulevard.

5. **42-FOOT RESIDENTAL STREET WITH SPLIT SIDEWALKS**
   Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to the back of the split sidewalks.

The condition to place a sidewalk and pedestrian easement within the PUE has a potential to create conflicts with the various utilities.
The Sacramento Municipal Utility District (SMUD) installs pad mounted transformers and cubicles to serve its customers. A cubicle is approximately 5.5' x 7' and a transformers can be as large as 7'x7'. The installation of these facilities may not allow for the construction of a 6' sidewalk at the transformer and cubicle locations and would need to be reduced in width.

The sidewalk should not be installed prior to all the parcels being developed, otherwise the sidewalk may need to be removed and repaired when utilities service is installed for the individual parcels. Several 4'x6' or 6'x8' primary pullboxes may be installed within the PUE between the transformers and the electric supply locations for the various parcels.
If a sidewalk were placed within the PUE, any future repair to the utilities under the sidewalk would require the removal and repair of large longitudinal sections of the sidewalk, which would affect the aesthetic appearance of the sidewalk.

Other utilities such as the telephone and cable companies should be contacted to obtain the size of their facilities and the compatibility of a sidewalk with their installations.

Any revisions or deletions relative to the above conditions must be submitted in writing by the Real Estate section of SMUD. No verbal or other written agreements should be accepted by the City of Rancho Cordova.

Michael E. Toyama
Michael E. Toyama
Land Agent
Real Estate Services
(916) 732-5330

cc: JAMES D. WEIDNGER
LENNER COMMUNITIES
WOOD-RODGERS, INC.

CP 12 TB 300-H-6 ANGEJA

SMUD FILE: RC 03-0002
H:/03-0002rc.doc

DEPARTMENT OF TRANSPORTATION
DISTRICT 3 – Sacramento Area Office
Venture Oaks - MS 15
P.O. Box 942874
Sacramento, CA 94274-0001
PHONE (916) 274-0638
FAX (916) 274-0648
TTY (530) 741-4509

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August 25, 2003

03SAC0111
03-SAC-50/16 PM 12.496/11.474
North Douglas No. 1
Application (RC03-002)

Mr. Bill Campbell
City of Rancho Cordova
Planning Division
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Mr. Campbell:

Thank you for the opportunity to review and comment on the North Douglas No. 1 project. Our comments are as follows:

- This project could generate approximately 295 AM and 381 PM new peak hour trips. A focused Traffic Impact Study (TIS) should be prepared if generated traffic from this project was not fully considered, including the timing of needed transportation improvements, within prior environmental assessments. There will be significant traffic impacts to State Route (SR) 16 at the Sunrise and Grant Line Road intersections, and to SR50 at the Sunrise Boulevard Interchange. The focused TIS should provide a Level of Service (LOS) project analysis for the SR50 interchange and the SR16 intersections. A "Guide for the Preparation of Traffic Impact Studies" can be obtained from the following website: http://www.dot.ca.gov/hq/traffops/developserv/operationalsystems/. The TIS should incorporate the following scenarios:

  Existing conditions without the project
  Existing conditions plus the project
  Cumulative conditions (without the project)
  Cumulative conditions (with project build-out)

- A merge/diverge analysis should be performed for the freeway and ramp junctions and all analysis should be based on AM and PM peak hour

volumes. The analysis should include the (individual, not averaged) LOS and traffic volumes applicable to all intersection road approaches and turn movements. The procedures contained in the Year 2000 Highway Capacity Manual should be used as a guide for the traffic study.

- Mitigation measures should be identified where the project would have a significant impact. Caltrans considers the following to be "significant impacts":

  - Off-ramps with vehicle queues that extend into the ramp's deceleration area or onto the freeway.
  - Vehicle queues at intersections that exceed existing lane storage.
  - Project traffic impacts that cause any ramp's merge/diverge Level of Service (LOS) to be worse than the freeway's LOS.
  - Project impacts that cause the freeway, highway, or intersection LOS to deteriorate below LOS E for SR50 and Highway 16, and LOS D for intersections. (If the LOS is already "E" or "F", then a quantitative measure of increased queue lengths and delay should be used to determine appropriate mitigation measures.)

  Possible mitigation measures to consider include the following, with consideration of proportionate fair share funding, if the project contributes to cumulative significant impacts.

  - Revising interchange ramps to increase capacity.
  - Modifying ramp terminal intersections.
  - Auxiliary lanes between interchanges.
  - Increasing ramp acceleration or deceleration lane length to improve merge/diverge operations.
  - Adding signalization and ramp intersection geometric improvements at impacted interchanges and intersections.

- The analysis of future traffic impacts should be based on a 20 year planning horizon.

- Future transportation systems assumed for cumulative conditions should include those improvements which are included in the Sacramento Area Council of Governments' "Metropolitan Transportation Plan for 2025".

- The residential and commercial project should encourage and facilitate the use of alternative transportation modes, as well as pedestrian and bicycle use, where feasible and practical.

Please provide our office with a copy of the TIS and any further action regarding this project. Please contact Ken Champion at (916) 274-0615 if you have any questions regarding these comments.

Sincerely,

JEFF PULVERMAN, CHIEF
OFFICE OF REGIONAL PLANNING

COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY – WARREN HARADA, ADMINISTRATOR

Department of Water Resources

Including service to the Cities of Citrus Heights and Elk Grove

Keith DeVore, Director

Date: September 24, 2003

To: Bill Campbell
City of Rancho Cordova - Planning Department

From: Jody Hashigami
Water Supply – Zone 40 Planning and Development

Subject: North Douglas No. 1
RC 03-002

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.

Main Office: 827 7th Street, Room 301, Sacramento, CA 95814 • Phone: (916) 874-6851 • Fax: (916) 874-8693
Field Offices: *Drainage Operations and Maintenance* – 3847 Branch Center Road, Sacramento, CA 95827 • Phone: (916) 875-7159
Facilities Operations and Administration – 3847 Branch Center Road, Sacramento, CA 95827 • Phone: (916) 875-6919

- 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 and 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) 874-4256 or email me at HashigamiJ@SacCounty.net

Zone 40: Yes
Zone 41: Yes

Cc: file

CSD-1
COUNTY SANITATION DISTRICT 1
Wastewater Conveyance For a Growing Sacramento

10545 Armstrong Avenue

Mather

California

95655

Tele: [916] 876-6000

Fax: [916] 876-6160

Website: www.srcsd.com

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August 13, 2003
E225.000

RECEIVED
AUG 15 2003
RANCHO CORDOVA
PLANNING

Bill Campbell
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Mr. Campbell:

Subject: **Project Name: North Douglas No. 1**
APN: 072-0300-003 and 072-0370-016
Control No. RC-03-002

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. Sacramento County Improvement Standards apply to any on and off-site sewer construction. Design of all public sewers shall be coordinated with and approved by CSD-1.

Each lot shall have a separate connection to the public sewer system.

CSD-1 shall require an approved sewer study prior to the submittal of improvement plans for plan check to CSD-1. The sewer study shall demonstrate how interim service will be provided to the project prior to and after completion of the Laguna Creek Interceptor, and shall demonstrate service to any offsite, upstream areas, that may need to flow through the project site. Special attention shall be given to the basin area west of APN 072-0300-003 and north of APN 072-0370-016 If the Final Map is filed before improvement plans are submitted for approval, then an approved sewer study shall be required prior to filing and recording the Final Map.

In order to obtain sewer service, construction of on and off-site public trunk and collector sewer will be required in conformance with approved sewer studies and to the satisfaction of CSD-1. In accordance with the Connection Fee Ordinance, it will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate CSD-1 staff prior to any trunk design.

Sewer easements will be required. All sewer easements shall be dedicated to CSD-1, in a form approved by the District Engineer. All sewer easements shall be 20 feet in width and ensure continuous access for installation and maintenance.

The trunk and collector sewer system for the project will not be accepted for maintenance and building occupancy will not be granted until the downstream sewer system serving the project is also accepted for maintenance.

Improvement connection fees for CSD-1 shall be paid prior to filing and recording the Final Map or prior to issuance of a Building Permit, whichever action comes first.

CSD-1 Advisories:

Gravity sewer service may not be available to the entire project area until ultimate service is provided by the Laguna Creek Interceptor. Sacramento County Improvement Standards apply to on and off-site sewer construction.

Trunk sewer design and construction may be reimbursed by CSD-1. Prior to initiating design of any trunk sewer facility, contact CSD-1 for details of the District's Trunk Sewer Reimbursement Program. Failure to strictly comply with the provisions of the CSD-1 Connection Fee Ordinance may jeopardize trunk sewer reimbursement.

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 Joyce Ferguson at 876-6098 or myself at 876-6094.

Sincerely,

Jeff Atteberry, P.E.
Local Sewer Engineering

JA/JF:dg

cc: Christoph Dobson
Donna M. Fragoso, ASLA
Wood – Rogers Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

campbell081303.ltr

SACRAMENTO METROPOLITAN
AIR QUALITY
MANAGEMENT DISTRICT

Norm Covell
AIR POLLUTION CONTROL OFFICER

15 August 2003

Bill Campbell
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova CA 95670

RE: NORTH DOUGLAS #1 (RC 03-002)

Dear Mr. Campbell:

Thank you for the opportunity to review the Tentative Subdivision Map for North Douglas #1, part of the SunRidge Specific Plan area. SMAQMD staff offers the following comments for your consideration:

1. The 10 foot pedestrian/landscape easement on primary residential streets will provide a desirable environment and help to encourage walking within the community. In general, SMAQMD recommends a minimum five foot sidewalk width, but we recognize that the specified four foot sidewalk width is consistent with the SunRidge Specific Plan.

2. The SunRidge Specific Plan encourages the use of "light electric vehicles", also referred to as neighborhood electric vehicles (NEVs). California Vehicle Code section 21260 limits the operation of such vehicles to roadways with a speed limit of 35 m.p.h. or less. In order to facilitate NEV use, all residential and collector streets should incorporate design features to limit vehicle speed to 35 m.p.h. or less.

3. Design Standard 42 of the SunRidge Specific Plan specifies that long residential streets should incorporate measures to help slow traffic speed. Such measures can include controlled intersections, curb bulbs, traffic circles, and other options. The Tentative Subdivision Map does not appear to include any of these traffic slowing measures. SMAQMD generally recommends traffic circles rather than four way stop intersections, because traffic circles slow vehicle speed without creating unnecessary vehicle stops and starts.

4. The SunRidge Specific Plan identifies a Commercial Mixed Use site and park site adjacent to this tentative subdivision map (west side). Just east of those sites is a cul-de-sac that is oriented away from the future neighborhood destinations. The orientation away from the future destinations will increase the trip length and create a disincentive for walking and bicycling. We recommend either changing the cul-de-sac to a through street, or orienting the cul-de-sac toward the park and CMU.

5. All homes within North Douglas #1 must be consistent with the SunRidge AQ-15 plan, including installation of Category-5 wiring, Energy Star certified furnaces, and natural gas or EPA Phase II compliant fire places.

If you have any questions regarding these comments, please contact me at 916-874-4886.

Sincerely,

Peter Christensen
Mobile Source Division

c: Bob Shattuck, Lennar Communities Inc.

SAC2003000003

777 12th Street, 3rd Floor ▪ Sacramento, CA 95814-1908
916/874-4800 ▪ 916/874-4899 fax
www.airquality.org

City of RANCHO CORDOVA

August 1, 2003

Mr. Bill Campbell, Principal Planner
City of Rancho Cordova
Planning Department
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: APPLICATION #RC 03-002, North Douglas #1

Dear Mr. Campbell:

The Sacramento County Sheriff's Department requests that the following conditions be appended to the subject application:

LOCATION/STREET LAYOUT:

- There shall be no "dogleg" courts or cul-de-sacs. Law enforcement needs unobstructed views into each of these courts should a tactical situation arise.

LANDSCAPING:

- Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along fences and property lines and under vulnerable windows.

- All curbs shall be vertical in design. Rounded curbs shall be avoided whenever possible.

FENCING/ACCESS CONTROL

- Vertical wrought-iron fencing material shall be used for all fences between private lots and open space, parks, right of ways, or other public access land. This is to allow visibility to those areas and encourage residents to view activities in those areas. In addition this will make those areas less attractive to loiterers and others who wish to use those locations for criminal or mischievous purposes.

LIGHTING

- There shall be on-street lighting to allow for adequate visibility by residents, law enforcement, and passersby during nighttime hours.

LAW ENFORCEMENT STAFFING

- Based on City of Rancho Cordova residency estimates of 2.9 people per home, the Sheriff's Department will require an additional 2.36 officers to maintain the 1 to 1000 officer/population staffing level.

OTHER/MISCELLANEOUS

- RD-10 zoning adjacent to RD-5 is not recommended.

The Sheriff's Department reserves the right to make additional security and safety conditions, if necessary, upon receipt of detailed/revised building plans.

Respectfully Submitted,

CSS III Jeffrey Rodrigues
Crime Prevention Specialist
Sacramento County Sheriff's Department
East Division

City Counc
David Robert
Mayo
Linda Budge
Mayor Pro-Tempor
Robert McGarve
Councilmembe
Kenneth Coole
Councilmembe
David Sande
Councilmembe

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City of Rancho Cordova
Inter-Correspondence

August 11, 2003

To: Bill Campbell
Planning Department

From: Tony Santiago ABS
Public Works

Subject:

Application Number:	**RC 03-002**
Application Title:	**North Douglas No. 1**
APN:	**072-0030-003 & 072-0370-016**

We have reviewed the subject application and recommend the following conditions:

Large Lot Map

1. Grant Irrevocable Offer of Dedication (IOD) over street patterns to serve Large Lots to the satisfaction of City Public Works.
2. Dedicate right-of-way for Americanos Boulevard as shown, with off-site portions along boundary and south to Douglass Road, and install public street improvements pursuant to the City of Rancho Cordova Improvement Standards and to the satisfaction of Public Works.
3. Dedicate a standard 12.5-foot Public Utility Easement for underground facilities and appurtenances adjacent to all public ways private drives and/or Irrevocable Offer of Dedication.
4. Prior to recordation of a final map or certificate of compliance, dedicate land or pay lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the City Code.

Small Lot Map

1. Provide second point of access to Villages 1A, 1B and 2 and install necessary offsite improvements as required by and accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the City Code.
2. Dedicate right-of-way for the indicated streets, subject to traffic study, and install public street improvements pursuant to the City of Rancho Cordova Improvement Standards and to the satisfaction of Public Works.

3. Dedicate a standard 12.5-foot Public Utility Easement for underground facilities and appurtenances adjacent to all public ways private drives and/or Irrevocable Offer of Dedication.
4. Prior to recordation of a final map or certificate of compliance, dedicate land or pay lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the City Code.
5. Comply with all requirements of Chapter 1, Article 5, Title III, of the City of Rancho Cordova Zoning Code, relating to walls and landscape corridors adjacent to streets, including required long-term maintenance provisions.
6. Process abandonment of 60-foot IOD along southeast boundary of Village 3, Village 4, Lot A and Lot B; and along west boundary of Villages 1A, 1B and 2.

If you have any comments or questions, please call me at (916) 874-7093.

CITY OF RANCHO CORDOVA

Inter-Agency Correspondence

August 19, 2003

To: Bill Campbell, Planning Department
3121 Gold Canal Drive
Rancho Cordova, CA 95670

From: Tammy Urquhart, Associate Civil Engineer
Department of Transportation

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RANCHO CORDOVA
PLANNING

Subject: **NORTH DOUGLAS NO.1**
Tentative Tract Map
Control No.: RC 03-002
APN: 072-0300-003 and 072-0370-016
Thomas Bros.: 300-H7
Location: Northeast corner of Douglas Rd. & Future Americanos extension

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

Prior to the approval of the map, grant the City of Rancho Cordova right-of-way on Americanos Boulevard based on a 76-foot modified four lane arterial street pursuant to the SunRidge Specific Plan, the Improvement Standards and to the satisfaction of the Department of Public Works.

Prior to occupancy, install public street improvements on Americanos Boulevard based on a 76-foot modified four lane arterial street pursuant to the SunRidge Specific Plan, the Improvement Standards and to the satisfaction of the Department of Public Works.

Dedicate the landscaped lots to the City of Rancho Cordova and provide a maintenance entity with an ongoing funding source. The maintenance entity shall be approved and found acceptable by City representatives. Annexation to a current Lighting and Landscape District or a Mello Roos Community Finance District may be possible and is the preferred course of action.

The proposed public street entrance from Americanos Boulevard should be a minimum of 50 feet in width for a distance of 100 feet with 40-foot tapers pursuant to the Improvement Standards and to the satisfaction of the Department of Public Works.

Traffic control devices shall be installed where needed to the satisfaction of the Department of Public Works. 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

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: Resolution addressing the interim authorization for a Community Facilities Fee to fund construction of municipal facilities to mitigate impacts of future development on municipal facilities within the City of Rancho Cordova.

RECOMMENDATION

Staff recommends that the City Council adopt one of the attached resolutions, depending on its analysis of the issues discussed below.

DISCUSSION

At the City Council meeting on May 17, 2004, the City Council adopted a resolution (Resolution 59-2004) authorizing staff to collect a community facilities fee ("CFF" or "Fee") prior to the issuance of all new building permits. Generally such development impact fees go into effect 60 days after adoption. However, in order to avoid the negative impacts that would have resulted from waiting for the fee to become effective, the City Council adopted the fee as an interim urgency measure. The City Council made the finding that the impacts caused by future development in the City, and resulting growth in City population, constituted a current and immediate threat to the public health, welfare and safety (in accordance with Government Code § 66017(b)). As a result, the CFF went into effect immediately. When a fee is adopted as an interim urgency measure, it must be extended after 30 days to remain in effect. The interim urgency measure may be extended a maximum of two times.

Before bringing the CFF to the City Council for consideration in May, the Public Works Director and former Finance Director conducted a series of meetings with representatives of the business and development community. Based on those initial meetings, staff had believed that the CFF Program adequately addressed the business and development communities' concerns. Staff's intent was, and remains, to create and maintain a collaborative, cooperative relationship with the business and development community.

Unfortunately, since the adoption of the CFF, it has come to staff's attention that some business and development community representatives have a number of concerns with the CFF Program. Staff and the Mayor have recently met with these representatives to discuss their concerns, which are briefly described below.

First, the business and development representatives expressed surprise and concern that the Fee would be applied to projects for which building permit applications had already been submitted to the City, but not yet issued. These representatives had apparently expected the Fee to apply only to building permits that were not yet in the "pipeline." Staff understands that there are four major projects that were already in such pipeline as of May 17, 2004, and which are nevertheless subject to the CFF Program. These are:

- Elliott Homes, 41 production homes; application was submitted April 24, 2004; anticipated Fees: $125,501;
- Ellenwood Apartments, 28 Units; application submitted March 11, 2004; Fees: $66,948;
- Bleckley Office Building; plans submitted in February 13, 2004; Fees: $20,951; and
- Laurelhurst Apartments, 208 units; plans submitted April 30, 2004; Fees: $499,296.

There is approximately $712,696 worth of Fees corresponding to these applications, which were submitted to the City, but were not yet approved by the City. As discussed in further detail below, one of these applications, Elliott Homes', could have been approved prior to May 17, 2004, but was delayed due to City staff workload.

A second concern expressed by the business and development representatives was that Resolution 59-2004 was adopted as an urgency item and therefore went into effect immediately. These representatives indicated they had expected that such a fee program would go into effect after a 60-day waiting period, as provided by standard ordinance or resolution.

Elliott Homes has also expressed particular concern that its building permits in the pipeline could and should have been issued by the City before May 17, 2004, which would have exempted these permits from the Fee.

ANALYSIS

Staff recommends that the City Council consider four primary alternatives for the CFF Program and the extension of the interim authorization of the CFF, to properly address the issues raised by the business and development community.

First, if the City Council is entirely satisfied with its action on May 17, continues to believe the CFF Program was appropriately adopted as an urgency measure, and believes that the CFF should apply to all projects in the building permit pipeline, it should adopt the resolution attached hereto as Attachment 1. Adoption of this resolution will result in an extension for 30 days of the interim authorization of the CFF Program. The Program will become permanently effective on July 17, 2004. Adoption of this resolution will also result in the City collecting approximately $712,696 in Fees from the permits in the

pipeline as of May 17, as described above. Adopting this resolution, however, will not address the concerns raised by the business and development community.

Second, if the City Council wishes to address the development community's concern that the CFF should not apply to applications already in the pipeline as of May 17, but wants the CFF to continue in effect as an urgency measure for the next 30 days, then the City Council should adopt a resolution that extends the interim authorization of the Fee, but clarifies that the Fee was intended to be levied only on building permits subject to complete applications submitted after May 17, 2004. Under this scenario, as expressed by the resolution attached as Attachment 2 hereto, all projects for which complete building permit applications were in the pipeline as of May 17--including all of the projects listed above--will be exempt from the CFF.

Third, if the City Council agrees that the CFF Program should not have been adopted as an urgency measure (i.e., that there may not have been, or may not be, a current and immediate threat to the public health, welfare and safety), then the City Council should move to rescind the portion of Resolution 59-2004 that makes findings that such a threat existed. The portions to be rescinded are shown in strikeout format on Attachment 3. Taking this action to rescind the portions shown in Attachment 3 would effectively make the Fee Program applicable to City development as of July 17, 2004--60 days after Resolution 59-2004 was adopted. It would result in the City not collecting the $712,696 in Fees from the permits in the pipeline as of May 17, as described above.

Fourth, the City Council may wish to address the perceived inequity of the Elliott Homes situation and recognize that, but for the unjustified delay on the part of City staff, Elliott Homes' building permits would have been issued prior to May 17, and its development would therefore not be subject to the CFF. Under the alternatives previously described, the only way the City will not be addressing Elliott Homes' situation is if it opts to extend the interim authorization of the Fee Program, and the CFF continues to apply to all development for which a building permit was not issued by the City on or before May 17 (alternative 1). Stated another way, if the City chooses either the second or third alternatives, Elliott Homes would not be required to pay the Fee with respect to the projects that are the subject of its April 24, 2004 application. However, the City Council can both retain the urgency status of the Fee Program and simultaneously exempt the Elliott Homes project from its application by adopting the resolution attached as Attachment 4, which authorizes staff to exempt from payment of the CFF any development for which (1) a complete application was submitted to the City and (2) such application would have received a building permit on or before May 17, 2004, had staff processed such building permit(s) in the ordinary course and without unjustified delay.

MOTION

["I move that the City Council adopt the resolution attached hereto as Attachment ___."] **OR** [(if alternative 3 is chosen) "I move that the City Council rescind those portions of Resolution 59-2004, as shown on Attachment 3, which reference the need to adopt it

as an urgency measure, effective immediately (as of May 17, 2004), due to the threat to the public health, welfare and safety."]

ATTACHMENT

1. Resolution extending for 30 days the interim authorization for a Community Facilities Fee to fund construction of municipal facilities to mitigate impacts of future development on municipal facilities within the City of Rancho Cordova. [698789]

2. Alternative: Resolution extending for 30 days the interim authorization for a Community Facilities Fee to fund construction of municipal facilities to mitigate impacts of future development on municipal facilities within the City of Rancho Cordova, and clarification of applicability of such Fee. [699114]

3. Alternative: Strikeout of Resolution 59-2004, showing portions of Resolution 59-2004 that should be rescinded if the Council determines that the Resolution should not have been adopted as an urgency measure. [699116].

4. Alternative: Resolution extending for 30 days the interim authorization for a Community Facilities Fee to fund construction of municipal facilities to mitigate impacts of future development on municipal facilities within the City of Rancho Cordova, and clarification of Community Facilities Fee. [699117]

Attachment 1

RESOLUTION NO. 99-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA EXTENDING FOR THIRTY DAYS THE INTERIM AUTHORIZATION FOR THE COMMUNITY FACILITIES FEE WITHIN THE CITY OF RANCHO CORDOVA TO FUND CONSTRUCTION OF MUNICIPAL FACILITIES

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") established a Community Facilities Fee ("CFF") Program, by adopting Resolution 59-2004 (attached as Attachment 1 hereto and incorporated by reference herein) on May 17, 2004, because it found that, due to anticipated future development in the City, municipal facilities were, and will be, needed to serve the resulting increase in City population; and

WHEREAS, prior to adopting Resolution 59-2004, the City considered a Community Facilities Fee Program Nexus Study, dated April 12, 2004 (the "Nexus Study"), which analyzed future use of and need for new City public facilities resulting from contemplated future development in the City, and the nexus between the use and need for such facilities on the one hand, and the amount of the development impact fee assigned to future land uses in the City, on the other hand, and considered other analyses; and

WHEREAS, before adopting Resolution 59-2004, the City Council held a noticed public hearing, duly considered all written and oral presentations received at or before said hearing, and otherwise followed all statutory and other requirements, and made all necessary and required findings, for adoption of the CFF Program; and

WHEREAS, pursuant to Resolution 59-2004, the City Council found it necessary and/or desirable to meet the needs and goals of the City to construct certain community facilities (defined as the "Community Facilities" in Resolution 59-2004) and, in order to help fund the costs of constructing such facilities, found that it was necessary to levy a development impact fee (the "Fee") upon all new construction within the City; and

WHEREAS, the CFF Program contains a separate fee component for each Community Facility discussed in Resolution 59-2004;

WHEREAS, although the CFF Program described in, and authorized by, Resolution 59-2004 becomes effective and permanent on July 17, 2004 (i.e., the 60th day following adoption the resolution on May 17, 2004), the City determined that, on an interim basis, it was necessary to make the Fee effective immediately (i.e., as of May 17, 2004), to protect the public health, welfare and safety, in accordance with California Government Code section 66017(b), because construction of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population, constituted a current and immediate threat to the public health, welfare and safety, in accordance with section 66017(b); and

WHEREAS, the City has determined that this current and immediate threat to the public health, welfare and safety continues as of the date of this resolution, and authorizes the City to use its authority pursuant to Government Code section 66017(b) to extend the interim authority for one period of 30 days, to begin upon the termination of the initial 30-day period of interim authorization; and

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby finds as follows:

A. Because the City is newly incorporated and does not have Community Facilities, construction of the Community Facilities to mitigate the impacts caused by future development in the City, and the resulting growth in City population, constitute a current and immediate threat to the public health, welfare and safety, in accordance with Government Code section 66017(b), which threat authorizes the City to extend the interim authority of the CFF Program for a period of 30 days from the termination of the initial 30-day period of interim authorization; and

B. The findings of the City Council articulated in Resolution 59-2004 remain in full force and effect and such findings are hereby incorporated into this resolution extending the interim authorization of the CFF Program; and

C. The purpose of the Fee is to finance construction (including construction-related costs) of the Community Facilities, to mitigate the impacts caused by future development in the City, and resulting growth in City population.

D. The Fees collected pursuant to this resolution shall be used to finance the construction of the Community Facilities identified in Resolution 59-2004 and in the Nexus Study; and

E. The Fee amount, as set forth in the schedule attached as Attachment 2 to Resolution 59-2004, which amount reflects the particular Community Facility being funded, will not change pursuant to this resolution, and does not exceed the estimated reasonable cost of providing the facilities for which the Fee was, and is being, imposed.

F. The method of allocation of the Community Facilities Fee to a particular development bears a fair and reasonable relationship to each development's burden on, and benefit from, the facilities to be funded by the Fee.

G. The extension of interim authorization pursuant to this resolution is not subject to the California Environmental Quality Act (CEQA) due to section 15273(a)(4) of the CEQA Guidelines. Section 15273(a)(4) is a statutory exemption for "establishment, structuring, restructuring, or approval of rates ... for the purpose of (4) obtaining funds for capital projects, necessary to maintain service within existing service areas. The City Council finds section 15273(a)(4) applicable because:

1. The purpose of the Community Facilities Fees is to finance public facilities (i.e., the Community Facilities, as defined in Resolution 59-2004 and in the Nexus Study), to reduce the impacts caused by future developments in the City; and

2. The future development of the City will generate the need for such public facilities; and

3. The Fees are a charge by the City, a public agency, to obtain funds for capital projects necessary to maintain service within the City, an existing service area; and

NOW THEREFORE, The City Council of the City of Rancho Cordova hereby resolves as follows:

1. The City Council hereby extends for thirty (30) days the interim authorization of the Community Facilities Fee Program, established on May 17, 2004 pursuant to Resolution 59-2004; and

2. This second 30-day period of interim authorization shall take effect on June 16, 2004 and shall terminate on July 16, 2004, on which date the CFF Program becomes effective and permanent; and

3. All aspects of the CFF Program adopted pursuant to Resolution 59-2004, including without limitation, the timing of Fees imposed, the amount of the Fee, exemptions from the Fee, use of Fee revenues, expenditures of the Fee, and periodic review, analysis and adjustment of the Fee Program, shall remain in full force and effect for this additional period of interim authorization.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this 21st day of June, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Attachment 2

RESOLUTION NO. 100-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA EXTENDING FOR THIRTY DAYS THE INTERIM AUTHORIZATION FOR THE COMMUNITY FACILITIES FEE WITHIN THE CITY OF RANCHO CORDOVA TO FUND CONSTRUCTION OF MUNICIPAL FACILITIES, AND CLARIFICATION OF APPLICABILITY OF SUCH FEE

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") established a Community Facilities Fee ("CFF") Program, by adopting Resolution 59-2004 (attached as Attachment 1 hereto and incorporated by reference herein) on May 17, 2004, because it found that, due to anticipated future development in the City, municipal facilities were, and will be, needed to serve the resulting increase in City population; and

WHEREAS, prior to adopting Resolution 59-2004, the City considered a Community Facilities Fee Program Nexus Study, dated April 12, 2004 (the "Nexus Study"), which analyzed future use of and need for new City public facilities resulting from contemplated future development in the City, and the nexus between the use and need for such facilities on the one hand, and the amount of the development impact fee assigned to future land uses in the City, on the other hand, and considered other analyses; and

WHEREAS, before adopting Resolution 59-2004, the City Council held a noticed public hearing, duly considered all written and oral presentations received at or before said hearing, and otherwise followed all statutory and other requirements, and made all necessary and required findings, for adoption of the CFF Program; and

WHEREAS, pursuant to Resolution 59-2004, the City Council found it necessary and/or desirable to meet the needs and goals of the City to construct certain community facilities (defined as the "Community Facilities" in Resolution 59-2004) and, in order to help fund the costs of constructing such facilities, found that it was necessary to levy a development impact fee (the "Fee") upon all new construction within the City; and

WHEREAS, the CFF Program contains a separate fee component for each Community Facility discussed in Resolution 59-2004;

WHEREAS, although the CFF Program described in, and authorized by, Resolution 59-2004 becomes effective and permanent on July 17, 2004 (i.e., the 60th day following adoption the resolution on May 17, 2004), the City determined that, on an interim basis, it was necessary to make the Fee effective immediately (i.e., as of May 17, 2004), to protect the public health, welfare and safety, in accordance with California Government Code section 66017(b), because construction of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population, constituted a current and immediate threat to the public health, welfare and safety, in accordance with section 66017(b); and

WHEREAS, the City has determined that this current and immediate threat to the public health, welfare and safety continues as of the date of this resolution, and authorizes the City to use its authority pursuant to Government Code section 66017(b) to extend the interim authority for one period of 30 days, to begin upon the termination of the initial 30-day period of interim authorization; and

WHEREAS, the City Council wishes to clarify that the CFF Program, which was adopted on an interim basis before it takes effect permanently on July 17, 2004, was not intended to apply to development for which a complete application for a building permit was already submitted to the City by the date that Resolution 59-2004 was adopted (i.e., May 17, 2004). Accordingly, "development" (as defined in Resolution 59-2004) subject to the CFF Program does not include development that is the subject of a complete application submitted to the City by May 17, 2004.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby finds as follows:

A. Because the City is newly incorporated and does not have Community Facilities, construction of the Community Facilities to mitigate the impacts caused by future development in the City, and the resulting growth in City population, constitute a current and immediate threat to the public health, welfare and safety, in accordance with Government Code section 66017(b), which threat authorizes the City to extend the interim authority of the CFF Program for a period of 30 days from the termination of the initial 30-day period of interim authorization; and

B. The findings of the City Council articulated in Resolution 59-2004 remain in full force and effect and such findings are hereby incorporated into this resolution extending the interim authorization of the CFF Program; and

C. The purpose of the Fee is to finance construction (including construction-related costs) of the Community Facilities, to mitigate the impacts caused by future development in the City, and resulting growth in City population.

D. The Fees collected pursuant to this resolution shall be used to finance the construction of the Community Facilities identified in Resolution 59-2004 and in the Nexus Study; and

E. The Fee amount, as set forth in the schedule attached as Attachment 2 to Resolution 59-2004, which amount reflects the particular Community Facility being funded, will not change pursuant to this resolution, and does not exceed the estimated reasonable cost of providing the facilities for which the Fee was, and is being, imposed.

F. The method of allocation of the Community Facilities Fee to a particular development bears a fair and reasonable relationship to each development's burden on, and benefit from, the facilities to be funded by the Fee.

G. The extension of interim authorization pursuant to this resolution is not subject to the California Environmental Quality Act (CEQA) due to section 15273(a)(4) of the CEQA Guidelines. Section 15273(a)(4) is a statutory exemption for "establishment, structuring, restructuring, or approval of rates ... for the purpose of (4) obtaining funds for capital projects, necessary to maintain service within existing service areas. The City Council finds section 15273(a)(4) applicable because:

1. The purpose of the Community Facilities Fees is to finance public facilities (i.e., the Community Facilities, as defined in Resolution 59-2004 and in the Nexus Study), to reduce the impacts caused by future developments in the City; and

2. The future development of the City will generate the need for such public facilities; and

3. The Fees are a charge by the City, a public agency, to obtain funds for capital projects necessary to maintain service within the City, an existing service area; and

NOW THEREFORE, The City Council of the City of Rancho Cordova hereby resolves as follows:

1. The City Council hereby extends for thirty (30) days the interim authorization of the Community Facilities Fee Program, established on May 17, 2004 pursuant to Resolution 59-2004; and

2. This second 30-day period of interim authorization shall take effect on June 16, 2004 and shall terminate on July 16, 2004, on which date the CFF Program becomes effective and permanent; and

3. The CFF Program does not apply to development for which a complete application for a building permit was submitted to the City as of the date Resolution 59-2004 was adopted (i.e., May 17, 2004). "Development" (as defined in Resolution 59-2004) subject to the CFF Program does not include development that is the subject of a complete building permit application submitted to the City on or before May 17, 2004.

4. All other aspects of the CFF Program adopted pursuant to Resolution 59-2004, including without limitation, the timing of Fees imposed, the amount of the Fee, exemptions from the Fee, use of Fee revenues, expenditures of the Fee, and periodic review, analysis and adjustment of the Fee Program, shall remain in full force and effect for this additional period of interim authorization.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this 21st day of June, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Attachment 3

RESOLUTION NO. 101-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING A COMMUNITY FACILITIES FEE WITHIN THE CITY OF RANCHO CORDOVA TO FUND CONSTRUCTION OF MUNICIPAL FACILITIES

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") finds that, due to anticipated future development in the City, municipal facilities will be required to serve the resulting increase in City population; and

WHEREAS, a Community Facilities Fee Program Nexus Study, dated April 12, 2004 (the "Study") (attached as Attachment 1 hereto and incorporated herein by this reference), was prepared by Goodwin Consulting Group, Inc., and analyzes future use of and need for new City public facilities resulting from contemplated future development in the City, and analyzes the nexus between the use and need for such facilities on the one hand, and the amount of the development impact fee assigned to future land uses in the City, on the other hand. These facilities will be funded through a City Community Facilities Fee ("CFF") Program, which contains a separate fee component for each facility;

WHEREAS, the Study incorporates a Needs Assessment study by Chong / Partners Architecture and Daniel C. Smith and Associates, Inc., dated February 17, 2004, which study sets forth the relationship between estimated City population increase resulting from contemplated future development, needed facilities and staffing, and the estimated costs of new facilities and staffing; and

WHEREAS, the City Council finds that the construction and construction-related costs of the following community facilities (collectively, the "Community Facilities") is necessary and/or desirable to meet the needs and goals of the City:

- City hall facilities (i.e., construction of a new city hall building, furnishings, equipment, land acquisition, and financing costs);
- Police station and vehicles (i.e., financing, land acquisition, and construction of a police station and the purchase of police vehicles);
- Community center (i.e., construction of a new community center building, furnishings, equipment, financing, and the purchase of land);
- City corporation yard (i.e., corporation yard building, furnishings, equipment, financing, and the purchase of land);
- Library (i.e., library building, furnishings, equipment, books, financing, and the purchase of land);
- Museum; (i.e., museum building, furnishings, equipment, financing, and the purchase of land); and
- Parking Structure (including the financing and the purchase of land); and

WHEREAS, Article XI, section 7, of the California Constitution authorizes cities and counties to impose and charge development impact fees to fund the estimated cost of certain facilities, the need for which is directly or indirectly generated by the type and level of proposed development; and

WHEREAS, Government Code section 66017 requires that a local agency hold a noticed public

hearing, at which oral or written presentations can be made, prior to the adoption of a resolution approving a new development impact fee or increasing an existing development impact fee; and

WHEREAS, all written and oral presentations received at or before said hearing have been duly considered by the City Council; and

WHEREAS, the Study was available for public inspection and review for ten days prior to this public hearing; and

WHEREAS, the City Council finds that future development in the City will generate the need for the Community Facilities, and that these Community Facilities are consistent with the City's General Plan.

WHEREAS, after considering the Study and the testimony received at this noticed public hearing, the City Council wants to approve and adopt the Study; and

WHEREAS, the City Council finds that in order to help fund the costs of constructing the Community Facilities, it will be necessary to levy a development impact fee upon all new construction within the City ("Community Facilities Fee" or the "Fee"); and

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby finds as follows:

A. The purpose of the fee is to finance construction (including construction-related costs) of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population.

B. The Fees collected pursuant to this resolution shall be used to finance the construction of the Community Facilities identified herein and in the Study.

C. The Study and the testimony establish:

1. That there is a reasonable relationship between the use of the Community Facilities Fee and the type of development projects on which the Fee is imposed because the development impact fees collected from the CFF Program will be used to mitigate the impacts of such development by funding the construction of municipal facilities needed by the City due to the new demand for community services that will be generated by residents of the new development; and

2. That there is a reasonable relationship between the need for the public facilities and the impacts of the types of development on which the corresponding fee is imposed because the Fee is imposed on those types of development--residential and non-residential (i.e., commercial, office and industrial)--that will generate the need for the public facilities to which the CFF Program directs the Fee; and

3. That there is a reasonable relationship between the amount of the Fee and the cost of the public facility or portion of the public facility attributable to the development on which the Fee is imposed because the amount of the Fee is based upon the portion of the cost of the Community Facilities for which future development will be responsible, and recognizes that the need for public facilities is related to the level of service demanded and varies in proportion to the number of residents or employees

generated by a particular development, and the Fee for a particular development therefore reflects the number of residents or employees generated by that particular development because it is tailored according to the development's land use type (using a per-dwelling-unit basis for residential land use categories and per square-foot-of-building-space basis for non-residential land use categories).

D. Consistent with Government Code section 66005(a), the Fees set forth in the schedule attached as Attachment 2 hereto, and incorporated herein by this reference, and in the Study do not exceed the estimated reasonable cost of providing the facilities for which the Fee is being imposed.

E. The method of allocation of the Community Facilities Fee to a particular development bears a fair and reasonable relationship to each development's burden on, and benefit from, the facilities to be funded by the Fee, because the Fee is allocated based upon the portion of the cost of the Community Facilities for which future development will be responsible, recognizing that the need for public facilities varies in proportion to the number of residents or employees generated by a particular development, and reflecting this principle by ensuring that the development's land use type is a key component for calculating the Fee (using a per-dwelling-unit basis for residential land use categories and per square-foot-of-building-space basis for non-residential land use categories).

F. The City Council finds that the Community Facilities Fees are not subject to the California Environmental Quality Act (CEQA) due to section 15273(a)(4) of the CEQA Guidelines. Guideline 15273(a)(4) is a statutory exemption for "establishment, structuring, restructuring, or approval of rates ... for the purpose of (4) obtaining funds for capital projects, necessary to maintain service within existing service areas. The City Council finds section 15273(a)(4) applicable because:

1. The purpose of the Community Facilities Fees is to finance public facilities (i.e., the Community Facilities) to reduce the impacts caused by future developments in the City; and

2. The future development of the City will generate the need for such public facilities; and

3. The Fees are a charge by the City, a public agency, to obtain funds for capital projects necessary to maintain service within the City, an existing service area; and

~~G. The City Council finds that, because the City is newly incorporated and does not have Community Facilities, construction of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population, constitutes a current and immediate threat to the public health, welfare and safety, in accordance with Government Code section 66017(b), which threat authorizes the City to use its interim authority pursuant thereto to cause this Resolution to take effect immediately after its adoption.~~

NOW THEREFORE, The City Council of the City of Rancho Cordova hereby resolves as follows:

1. Definitions

a. "Development" shall mean the construction, alteration, addition, occupancy or use of any building or structure within the City.

b. "Dwelling Unit" shall mean a dwelling unit as defined in the Uniform

Building Code (UBC) as adopted by the City.

c. "Multiple Unit" shall mean any dwelling unit which is not a single family unit.

d. "Single Family Unit" shall mean a dwelling unit for which no enclosing walls, including the walls of any attached structures, are within six (6) feet of an enclosing wall of another dwelling unit or a wall of an attached structure of that unit. A mobile home is a single-family unit.

e. "Square Foot" shall mean every square foot of floor area as defined in the UBC as adopted by the City, except for floor area devoted exclusively to parking. The City Manager or his/her designee shall determine the square footage of any project which cannot be calculated by using the definition of floor area.

f. "Land Area" shall mean every square foot of parcel area.

2. Timing of Fees Imposed.

a. A Community Facilities Fee shall be charged and paid at the time of issuance of a building permit for development. The Fee shall be paid as a condition of any extension or renewal of a building permit issued after the effective date of this resolution, if the Fee has not been paid previously.

b. To the extent permitted by law, the Fee shall be paid prior to occupancy by any development built by any entity that is not required to obtain a building permit from the City.

3. Amount of Fee.

a. The Fee shall be in the amount specified in the Schedule of Fees (Attachment 2), as adjusted in accordance with Paragraph 10 of this resolution.

b. For specialized or unique development projects, the City Manager or his/her designee, at the time development fees are to be levied, shall determine the amount of the Fee in accordance with the standards set forth in this resolution and the specific characteristics of the development at issue, in order to categorize the development into the proper land use category and to determine the Fee pertaining thereto.

4. Exemptions From Fee.

The Fee shall not be imposed on any of the following:

a. Any alteration or addition to a residential structure, except to the extent that additional units are created or square footage is increased;

b. Any replacement or reconstruction of an existing residential or non-residential structure that has been destroyed or demolished, provided that the building permit for reconstruction is obtained within two years after the building was demolished, unless the

replacement or reconstruction increases the square footage of the structure ten percent or more, or changes the use of the structure to a different land use category, as described in the Study.

5. Payment of Other Fees Required.

Notwithstanding any other provision of this resolution, every development is responsible for the payment of all other applicable fees adopted or imposed by the City.

6. Use of Fee Revenues.

a. In accordance with Government Code § 66006(a), the revenues raised by payment of the Fees shall be deposited with the other fees for the construction or improvement of the Community Facilities in a separate capital facilities account or fund, along with any interest income on such account, in a manner to avoid any commingling of the Fees with other revenues and funds of the City.

b. The revenues raised by payment of the Fees shall be used for the following purposes:

(1) To pay for design and construction of the Community Facilities, including without limitation, direct costs, such as site development, facility construction, and parking, and indirect costs, such as architecture and engineering fees and other consultant fees, project administration, testing and inspection, permits and plan review, soils testing, data communication, and furniture, fixtures and equipment costs;

(2) To reimburse the City for the Community Facilities constructed by the City with funds from other sources, unless the City funds were expended to remedy existing deficiencies as identified in the Study or were obtained from grants or gifts;

(3) To reimburse developers who have designed and constructed designated public facilities which are oversized with supplemental size, length, or capacity; and

(4) To pay for and/or reimburse costs of program development and ongoing administration of the CFF Program.

7. Accounts.

The City Manager or his/her designee may create accounts to which the Fees collected pursuant to this resolution will be deposited.

8. Expenditures of the Fee.

In accordance with Government Code section 66006(a), the City shall expend the Fees only for those facilities listed in the Recitals of this Agreement, and solely for the purpose for which the fee was collected.

9. Periodic Review.

a. As required by Government Code section 66006(b), for each separate account or fund established pursuant to Government Code section 66006(a), the City, within 180 days after the last day of each fiscal year, shall prepare a report, made available to the public, which contains the information for the fiscal year, as provided in section 66006(b).

b. For the fifth fiscal year following the first deposit into the account or fund established pursuant to Government Code section 66006(a), and every five years thereafter, the City shall, with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted, make the findings required by Government Code section 66001(d).

c. Pursuant to Government Code section 66002, the City Council shall also review and annually update, as part of any adopted capital improvement plan each year, the approximate location, size, time of availability and estimates of cost for all Community Facilities to be financed with the Fee.

10. Subsequent Fee Analysis and Adjustment.

a. The Fee established herein is adopted and implemented by the City Council in reliance on the Study. The City may conduct further study and analysis to determine whether the Fee should be revised. When additional information is available, the City Council may review the Fee to determine that the amounts are reasonably related to the impacts of development in the City. The City shall make the findings required by Government Code section 66001(d), as described in Paragraph 9.b. of this Agreement.

b. The City Council may adjust the Fee in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or the City's land uses, subject to the notice and hearing requirements of Government Code section 66018. In addition to such adjustments, the Fee for each type of development will automatically be adjusted by the change in the 20-city Construction Cost Index (CCI), as reported in the *Engineering News Record* for the 12-month period ending October of the prior year.

c. The City Manager or his/her designee will determine whether certain redevelopment projects may be eligible for a fee adjustment depending in whole or in part upon whether the project results in a change of land use on a particular parcel.

d. Except as otherwise provided herein, the CFF Program shall apply to all future development in the City, as well as any development in land annexed by the City in the future.

11. Effective Date.

The Fee provided in this resolution shall be effective and permanent on the sixtieth (60th) day following adoption of this resolution.

~~On an interim basis, the Fee provided in this resolution shall be effective immediately, to protect the public health, welfare and safety, in accordance with Government Code section 66017(b). The City may extend this interim authority for an additional 30 days, in compliance with section 66017(b).~~

12. Severability.

Each component of the Community Facilities Fee and all portions of this resolution are severable. Should any individual component of the Fee or other provision of this resolution be adjudged to be invalid and unenforceable, the remaining provisions shall be and continue to be fully effective, and the Fee shall be fully effective except as to that portion that has been judged to be invalid.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this _____ day of _____, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Attachment 4

RESOLUTION NO. 102-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA EXTENDING FOR THIRTY DAYS THE INTERIM AUTHORIZATION FOR THE COMMUNITY FACILITIES FEE WITHIN THE CITY OF RANCHO CORDOVA TO FUND CONSTRUCTION OF MUNICIPAL FACILITIES AND CLARIFICATION OF RESOLUTION 59-2004 AND APPLICABILITY OF SUCH FEE

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") established a Community Facilities Fee ("CFF") Program, by adopting Resolution 59-2004 (attached as Attachment 1 hereto and incorporated by reference herein) on May 17, 2004, because it found that, due to anticipated future development in the City, municipal facilities were, and will be, needed to serve the resulting increase in City population; and

WHEREAS, prior to adopting Resolution 59-2004, the City considered a Community Facilities Fee Program Nexus Study, dated April 12, 2004 (the "Nexus Study"), which analyzed future use of and need for new City public facilities resulting from contemplated future development in the City, and the nexus between the use and need for such facilities on the one hand, and the amount of the development impact fee assigned to future land uses in the City, on the other hand, and considered other analyses; and

WHEREAS, before adopting Resolution 59-2004, the City Council held a noticed public hearing, duly considered all written and oral presentations received at or before said hearing, and otherwise followed all statutory and other requirements, and made all necessary and required findings, for adoption of the CFF Program; and

WHEREAS, pursuant to Resolution 59-2004, the City Council found it necessary and/or desirable to meet the needs and goals of the City to construct certain community facilities (defined as the "Community Facilities" in Resolution 59-2004) and, in order to help fund the costs of constructing such facilities, found that it was necessary to levy a development impact fee (the "Fee") upon all new construction within the City; and

WHEREAS, the CFF Program contains a separate fee component for each Community Facility discussed in Resolution 59-2004;

WHEREAS, although the CFF Program described in, and authorized by, Resolution 59-2004 becomes effective and permanent on July 17, 2004 (i.e., the 60th day following adoption the resolution on May 17, 2004), the City determined that, on an interim basis, it was necessary to make the Fee effective immediately (i.e., as of May 17, 2004), to protect the public health, welfare and safety, in accordance with California Government Code section 66017(b), because construction of the Community Facilities to mitigate the impacts caused by future development in the City, and resulting growth in City population, constituted a current and immediate threat to the public health, welfare and safety, in accordance with section 66017(b); and

WHEREAS, the City has determined that this current and immediate threat to the public health, welfare and safety continues as of the date of this resolution, and authorizes the City to use its authority

pursuant to Government Code section 66017(b) to extend the interim authority for one period of 30 days, to begin upon the termination of the initial 30-day period of interim authorization; and

WHEREAS, the City Council wishes to clarify that the CFF Program, authorized on an interim basis prior to its permanent effective date of July 17, 2004, was not intended to apply to development (1) for which a complete application for a building permit has been deemed complete by appropriate City staff as of the date Resolution 59-2004 was adopted (i.e., May 17, 2004) and (2) such application would have received a building permit by May 17, 2004 had staff processed such building permit without unjustifiable delay. Accordingly, "development" (as defined in Resolution 59-2004) subject to the CFF Program would not include development that meets both of the foregoing conditions.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby finds as follows:

A. Because the City is newly incorporated and does not have Community Facilities, construction of the Community Facilities to mitigate the impacts caused by future development in the City, and the resulting growth in City population, constitute a current and immediate threat to the public health, welfare and safety, in accordance with Government Code section 66017(b), which threat authorizes the City to extend the interim authority of the CFF Program for a period of 30 days from the termination of the initial 30-day period of interim authorization; and

B. The findings of the City Council articulated in Resolution 59-2004 remain in full force and effect and such findings are hereby incorporated into this resolution extending the interim authorization of the CFF Program; and

C. The purpose of the Fee is to finance construction (including construction-related costs) of the Community Facilities, to mitigate the impacts caused by future development in the City, and resulting growth in City population.

D. The Fees collected pursuant to this resolution shall be used to finance the construction of the Community Facilities identified in Resolution 59-2004 and in the Nexus Study; and

E. The Fee amount, as set forth in the schedule attached as Attachment 2 to Resolution 59-2004, which amount reflects the p articular Community Facility being funded, will not change pursuant to this resolution, and does not exceed the estimated reasonable cost of providing the facilities for which the Fee was, and is being, imposed.

F. The method of allocation of the Community Facilities Fee to a particular development bears a fair and reasonable relationship to each development's burden on, and benefit from, the facilities to be funded by the Fee.

G. The extension of interim authorization pursuant to this resolution is not subject to the California Environmental Quality Act (CEQA) due to section 15273(a)(4) of the CEQA Guidelines. Section 15273(a)(4) is a statutory exemption for "establishment, structuring, restructuring, or approval of rates ... for the purpose of (4) obtaining funds for capital projects, necessary to maintain service within existing service areas. The City Council finds section 15273(a)(4) applicable because:

1. The purpose of the Community Facilities Fees is to finance public facilities (i.e., the Community Facilities, as defined in Resolution 59-2004 and in the Nexus Study), to reduce the impacts caused by future developments in the City; and
2. The future development of the City will generate the need for such public facilities; and
3. The Fees are a charge by the City, a public agency, to obtain funds for capital projects necessary to maintain service within the City, an existing service area; and

NOW THEREFORE, The City Council of the City of Rancho Cordova hereby resolves as follows:

1. The City Council hereby extends for thirty (30) days the interim authorization of the Community Facilities Fee Program, established on May 17, 2004 pursuant to Resolution 59-2004; and

2. This second 30-day period of interim authorization shall take effect on June 16, 2004 and shall terminate on July 16, 2004, on which date the CFF Program becomes effective and permanent; and

3. The CFF Program does not apply to development (1) for which a complete application for a building permit has been deemed complete by appropriate City staff as of the date Resolution 59-2004 was adopted (i.e., May 17, 2004) and (2) such application would have received a building permit by May 17, 2004 had staff processed such building permit without unjustifiable delay. "Development" (as defined in Resolution 59-2004) subject to the CFF Program does not include development that meets both conditions of the preceding sentence.

4. All other aspects of the CFF Program adopted pursuant to Resolution 59-2004, including without limitation, the timing of Fees imposed, the amount of the Fee, exemptions from the Fee, use of Fee revenues, expenditures of the Fee, and periodic review, analysis and adjustment of the Fee Program, shall remain in full force and effect for this additional period of interim authorization.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this 21st day of June, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

MAYOR

ATTEST:

Memorandum

Date: June 17, 2004

To: Mayor and Council Members

From: Ted Gaebler, City Manager
William Thomas, Finance Director

Subject: Adoption of the fiscal year 2004 – 2005 budget

RECOMMENDATION:

It is recommended that Council adopt Resolution No. 81-2004 adopting an operating budget for the City of Rancho Cordova for the fiscal year beginning July 1, 2004 and ending on June 30, 2005.

BACKGROUND:

The City of Rancho Cordova Preliminary Budget for fiscal year 2004 – 2005 was released on May 28, 2004. That document provided a financial plan for the operation of the City for the period beginning on July 1, 2004 and ending on June 30. 2005.

A budget workshop was held on June 7, 2004 at which time staff provided a detailed overview of the budget document and spending plan. All members of the Council as well as City staff and the public attended that workshop. During the regular evening Council meeting on June 7th, a public hearing was held on the FY 2004-2005 proposed budget. At that time, in accordance with State law, the Council solicited input from the public and also provided their input into the budget document.

Although no additional items were added to the preliminary budget as a result of those two meetings, several changes are being proposed to recognize additional revenues as well as modify appropriations. Those changes are as follows:

1. Add an additional $50,750 to the General Fund revenues to recognize the funds that will be available to the City for the "Weed and Seed" grant program.
2. Add an additional 41,750 to the General Fund revenues to recognize revenues associated with Animal Control services.
3. Adjust the Police Department's budget as follows:
    a. Increase appropriations by $50,750 to account for the expenditures associated with the Weed and Seed grant.
    b. Increase appropriations by $188,169 to correct an error that was identified during further review of the budget document.

AGENDA ITEM # 11

4. Adjust the Planning Department's budget as follows:
    a. Decrease appropriations by $288,500 to correct an error that was identified during further review of the budget document.
5. Adjust the Code Enforcement Department's budget as follows:
    a. Increase appropriations by $20,000 to provide funds for towing of vehicles that are on private property and vehicles on streets that have no residual value.
6. Adjust the Animal Control services budget by $83,950 to coincide with the preliminary proposal that the City has received from Sacramento County Animal Services. The total increase to the budget for this service will be $42,200 ($83,950 additional expenditures less $41,750 in revenues).
7. Adjust the Community Development Block Grant (CDBG) budget, as follows:
    a. Increase the revenues by $347,800 to recognize the entire CDBG allocation that is available to the City. Previously that revenue number was netted against administrative and recurring expenses.
    b. Increase the expenditures by $347,800 to recognize the following:
        i. SHRA administration equal to 20% of total allocation ($156,800)
        ii. DHA administration equal to 10% of County total allocation ($67,000)
        iii. Human Rights and Fair Housing ($9,000)
        iv. Rancho Cordova Neighborhood Center ($115,000)

These adjustments for the General Fund are summarized in the following schedule:

GENERAL FUND		
Revenues:		
Preliminary Budget Proposal	$	30,240,809
Add:		
Weed & Seed Grant (Police)		50,750
Animal Adoption Fees		2,900
Animal Redemption Fees		2,600
Animal License Fees		36,250
Total Revenues	$	30,333,309
Expenditures:		
Prelminary Budget Proposal	$	30,531,830
Adjustments:		
Police		
Weed & Seed Grant		50,750
Error identified in review		188,169
Net Police		238,919
Planning		
Error identified in review		(288,500)
Net Planning		(288,500)
Animal Control Services		
Additional Animal Contract Cost		83,950
Net Animal Services		83,950
Code Enforcement		
Additional Towing Fees		20,000
Net Code Enforcement		20,000
Total Adjustments		54,369
Total Expenditures	$	30,586,199

The effect of these changes will result in a decrease of the deficit in the General Fund to $252,890 from $291,021 ($38,131 decrease in the deficit). The effect of the changes in the CDBG fund is zero as we are recognizing a like number of revenues and expenditures.

I will provide revised budget pages prior to the meeting. The revised pages will contain the changes that are proposed above and will include:

1. **Page 9** – Sources and Uses of Funds
2. **Page 10** – Fund summaries
3. **Page 11** – General Fund Revenue and Expenditure Summary
4. **Pages 16-17** – General Fund Revenue Summary
5. **Pages 18-19** – Special Revenue Funds – Revenue Summary (note change of the designation of Housing Fund to Low Income Housing Fund.
6. **Pages 21 - 22** – General Fund Expenditure Summary
7. **Pages 23 – 24** – Special Revenue Funds – Expenditure Summary

In addition to the changes outline above, the following items have not been added to the budget but were raised at the budget meetings of June 7th:

1. Funding of a Weed and Seed coordinator. The police department estimates that cost to be $50,000.
2. Request by the Sacramento Public Library to provide $109,716 in funding to allow the library to increase the hours of operation.

The addition of either one of these or any other changes will change the existing deficit that currently exists in the General Fund and/or surpluses in the Special Revenue funds.

Attachment (s):

- Revised budget pages
- Letter from the Sacramento Public Library, dated April 16, 2004

Sacramento Public Library

828 I Street
Sacramento, CA 95814
TEL: 916.264.2770
FAX: 916.264.2755

April 16, 2004

Ted A. Gaebler
City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

$ 232./hr.

Dear Mr. Gaebler:

Last year the Sacramento Public Library submitted a request to the newly incorporated City of Rancho Cordova for funding to enhance library services to the community by extending hours and adding staff at the Rancho Cordova Community Library. Unfortunately, the newly established city was not in a position at that time to fund the additional hours and services at the Library.

The Library is looking ahead at planning for a new fiscal year, and would like the City of Rancho Cordova to consider funding the enhanced service program at the Rancho Cordova Community Library at part of the review of the budget for a new year that begins in July 2004.

The Rancho Cordova Library has a dynamic new manager, Camillus Kerwin who is eager to develop and strengthen relationships in the community and with the City of Rancho Cordova. This will happen. The proposal attached, is one that will benefit the community and allow Ms. Kerwin and staff more time for outreach and community involvement.

Thank you for your consideration. Please feel free to contact me to discuss the proposal or other issues regarding the Rancho Cordova Community Library. My direct line is 916.264.2747.

Sincerely,

Alison B. Landers
Deputy Director for Public Services

RECEIVED
APR 19 2004
BY:----------

CC: Anne Marie Gold, Library Director
Camillus Kerwin, Rancho Cordova Library Manager
Gabrielle Holmes, Regional Program Manager

To be the best source of knowledge and information that enriches and empowers all the people of our community.

BACKGROUND

The Rancho Cordova Community Library provides services to the residents of Rancho Cordova at the core level of 31 hours per week, which is commensurate with other County branch libraries of similar size. Staffing is 5.5 full time equivalent (FTE), which includes the branch manager, a children's librarian, a library technician and several library assistants (1 full time and 2 part time). Service is provided on a six-day basis.

The service hours at Rancho Cordova Library were augmented in 2002 with Transient Occupancy (TO) Tax dollars allocated by the County Board of Supervisors for County libraries. Hours went from 31 to 37 per week, and service days expanded from a 5-day to a 6-day schedule. As the County's budget picture changed, fewer TO Tax dollars were available for libraries and hours were reduced to 35 per week in 2003, and again in 2004 to 31 hours, with the loss of all of these funds.

Rather than merely return to the pre-TO Tax 5-day schedule, the staff analyzed usage patterns to maintain some, but not all, of the hours most valued by customers during the TO Tax-funded period. Mondays, one of the busiest days was not eliminated, and the library remains open 2 evenings until 8 PM.

However, Rancho Cordova residents and customers also visited the library at times that are now outside the current Library's schedule. Seniors prefer morning hours that are quieter, and currently there is only one day when the library opens before noon. More afternoon and evening hours better serve children and families, who need after school access.

In 3003 and 2004 the Sacramento Public Library surveyed residents of Sacramento County, including the incorporated cities using telephone surveys and public meetings. A recent voter poll confirmed what communities indicated earlier. Customers want services for children and youth, activities and programs, support for education, homework assistance, more books and materials, and service hours.

Usage of the Rancho Cordova Library over the last two years, even with 2 fewer open hours per week, remains strong:

Rancho Cordova Library	**Usage**	
Cardholders		34,649
Circulation	Calendar year 2002	236,798
	2003	251,960
	Increase	6%
Youth Programs attendance	2002	2,827
	2003	2,830
Internet usage	2002	15,400 hours
	2003	15,244 hours

REQUEST

The Sacramento Public Library requests supplemental funding from the City of Rancho Cordova to significantly increase hours of service and improve library services. This proposal will allow the Library to:

- increase the open hours to 40 hours per week,
- develop and implement a program for teens, and
- ensure that the Branch Manager and other staff have more time to outreach into the community.

The Branch Manager is contacting and working with Rancho Cordova organizations, to develop ongoing relationships and a strong presence in the community. Agencies targeted include the Chamber of Commerce, Soroptimists, Rancho Cordova Business Information Center, Russian Bilingual Business Forum, Kiwanis and many others. Building community relationships takes time, which is currently limited to when the Manager has sufficient staffing that allows her to be away from the branch.

To achieve the above, the Library requests the funds to hire additional staff. The following are FY 04/05 figures that include all costs for the positions for the entire fiscal year, July 2004 through June 2005.

Position	**FTE**	**Annual Costs**
Librarian I/II	1.0	$60,734
Library Assistant	1.0	44,717
Shelver hours	10 per week	4,265
TOTAL	2.0+	$109,716

Proposed Branch Schedule:

	Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Current	31	4-8	1-5	11-6	12-8	1-5	1-5
Proposed	40	1-8	11-8	11-6	11-8	1-5	1-5

There will be three nights available for customers with long work schedules, as well as for students and families. Additional morning hours will appeal to those wishing a quiet place for reading or using the Library's information resources. The Library will be better able to serve the residents of Rancho Cordova who have differing needs and schedules.

Thank you for considering the proposal for the FY 2004/05. With support and funding from the City of Rancho Cordova, the Library can make significant improvements in its ability to serve City residents.

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 8 and an Ordinance Establishing a Special Tax for Police Protection Services for the Stone Creek Subdivision; RC 04-067

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

On March 25, 2004, the City Council approved a tentative parcel map for the Stone Creek subdivision. The approval allowed subdivision of two parcels of approximately 43.5 acres into three parcels. One of the parcels (No. 2, consisting of approximately 10.4 acres) will be granted to the Folsom Cordova Unified School District for the future construction of an elementary school. The applicant, Elliott Homes, was required, under the Villages of Zinfandel Specific Plan, to dedicate a parcel to the Folsom/Cordova Unified School District adequate in size for an elementary school. The approval of the tentative map allowed the applicant to satisfy this requirement.

For the Stone Creek project, the applicant has agreed to the special tax. Staff has determined that 1.5 cents per square foot of gross parcel area is a reasonable equivalent to $250 per residential unit. At 1.5 cents per square foot, the tax will generate $653.40 per acre of non-residential use, and a total of $21,627.54 for the two non-residential parcels totaling 33.1 acres in this project. The School District site is not

AGENDA ITEM # 12

proposed to be taxed. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared at the City Council meeting on July 19, 2004.

MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Stone Creek Subdivision

2. Resolution Creating Special Tax Area Zone 8

692800_1

CITY OF RANCHO CORDOVA

RESOLUTION NO 27 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 8 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE STONE CREEK SUBDIVISION

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 8 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 8; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 8 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Stone Creek subdivision was approved by the City on March 25, 2004. The approval allowed subdivision of a 43.5-acre site into three parcels of approximately 1.8, 10.4 and 31.3 acres. The 20.4-acre parcel will be granted to the Folsom Cordova Unified School District to be used for an elementary school site. The applicant has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval. The tax per year for the first fiscal year shall be $ 250 per residential dwellings and $.015 for each square foot of gross parcel area for all non-residential land use categories (except recreational and agricultural); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 8 is a person who owns real property within Zone 8 at the time Ordinance No. 27 -2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 8 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No.___-2004 adopted this date is to be presented for approval of the voters of Zone 8 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

"Shall Ordinance No. 27-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 8 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

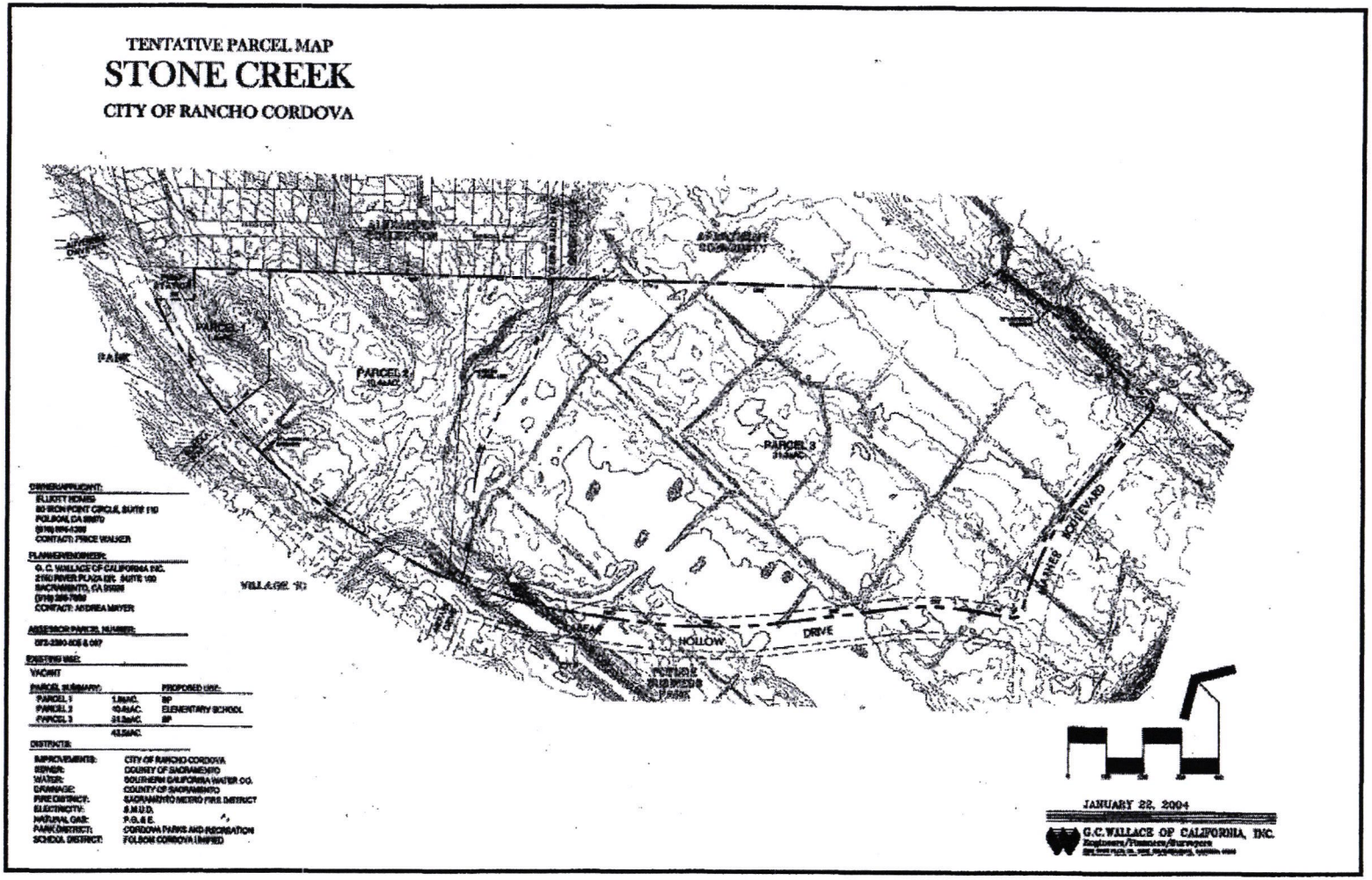
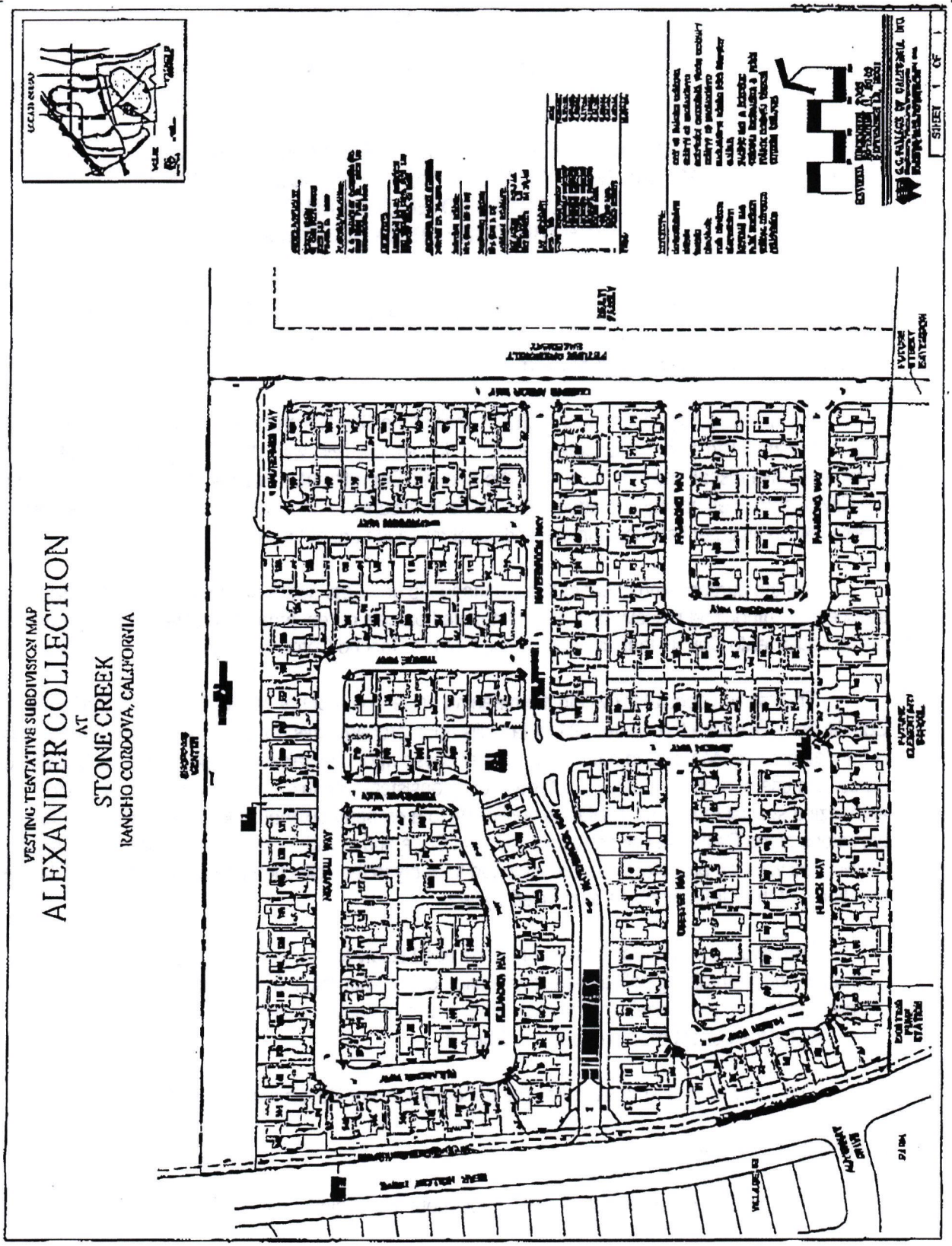


Exhibit A to Resolution - Stone Creek Tentative Parcel Map

EXHIBIT A TO RESOLUTION



CITY OF RANCHO CORDOVA

ORDINANCE NO.27-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE STONE CREEK SUBDIVISION

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 8 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 8.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 8" ("Zone 8") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 8 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 8 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 8 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on residential and non-residential parcels (excluding recreational and agricultural lands) within Zone 8 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year

subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 8 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. **Costs of Administration by County.**

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 8 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 8 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

LEGAL DESCRIPTION

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

PARCEL 1

PARCEL 1, AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-067, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

PARCEL 2

PARCEL 2, AS SAID PARCEL 2 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-067, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

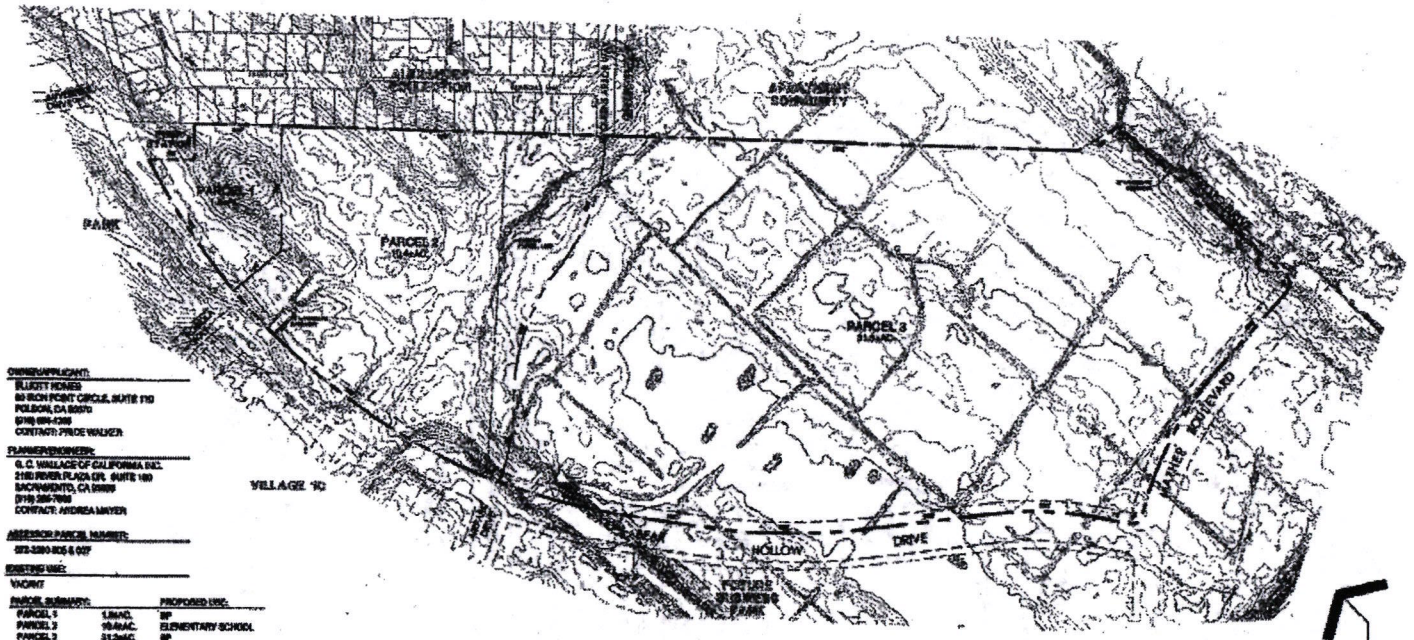
PARCEL 3

PARCEL 3, AS SAID PARCEL 3 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-067, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

TENTATIVE PARCEL MAP

STONE CREEK

CITY OF RANCHO CORDOVA



OWNER/APPLICANT:
ELLIOTT HOMES
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA 95670
(916) 984-4388
CONTACT: PRUE WALKER

PLANNER/ENGINEER:
G.C. WALLACE OF CALIFORNIA INC.
2180 RIVER PLAZA DR. SUITE 180
SACRAMENTO, CA 95833
(916) 286-7888
CONTACT: ANDREA MAYER

ASSESSOR PARCEL NUMBER:
073-2280-005 & 007

EXISTING USE:
VACANT

PARCEL SUMMARY:

PARCEL 1	1.9AC.	SF
PARCEL 2	19.4AC.	ELEMENTARY SCHOOL
PARCEL 3	21.2AC.	SF
	42.5AC.	

DISTRICTS:

IMPROVEMENTS:	CITY OF RANCHO CORDOVA
SEWER:	COUNTY OF SACRAMENTO
WATER:	SOUTHERN CALIFORNIA WATER CO.
DRAINAGE:	COUNTY OF SACRAMENTO
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
ELECTRICITY:	S.M.U.D.
NATURAL GAS:	P.G.& E.
PARK DISTRICT:	CORDOVA PARKS AND RECREATION
SCHOOL DISTRICT:	FOLSOM CORDOVA UNIFIED

JANUARY 22, 2004

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors

Exhibit B to Ordinance - Stone Creek Tentative Parcel Map

EXHIBIT B TO ORDINANCE

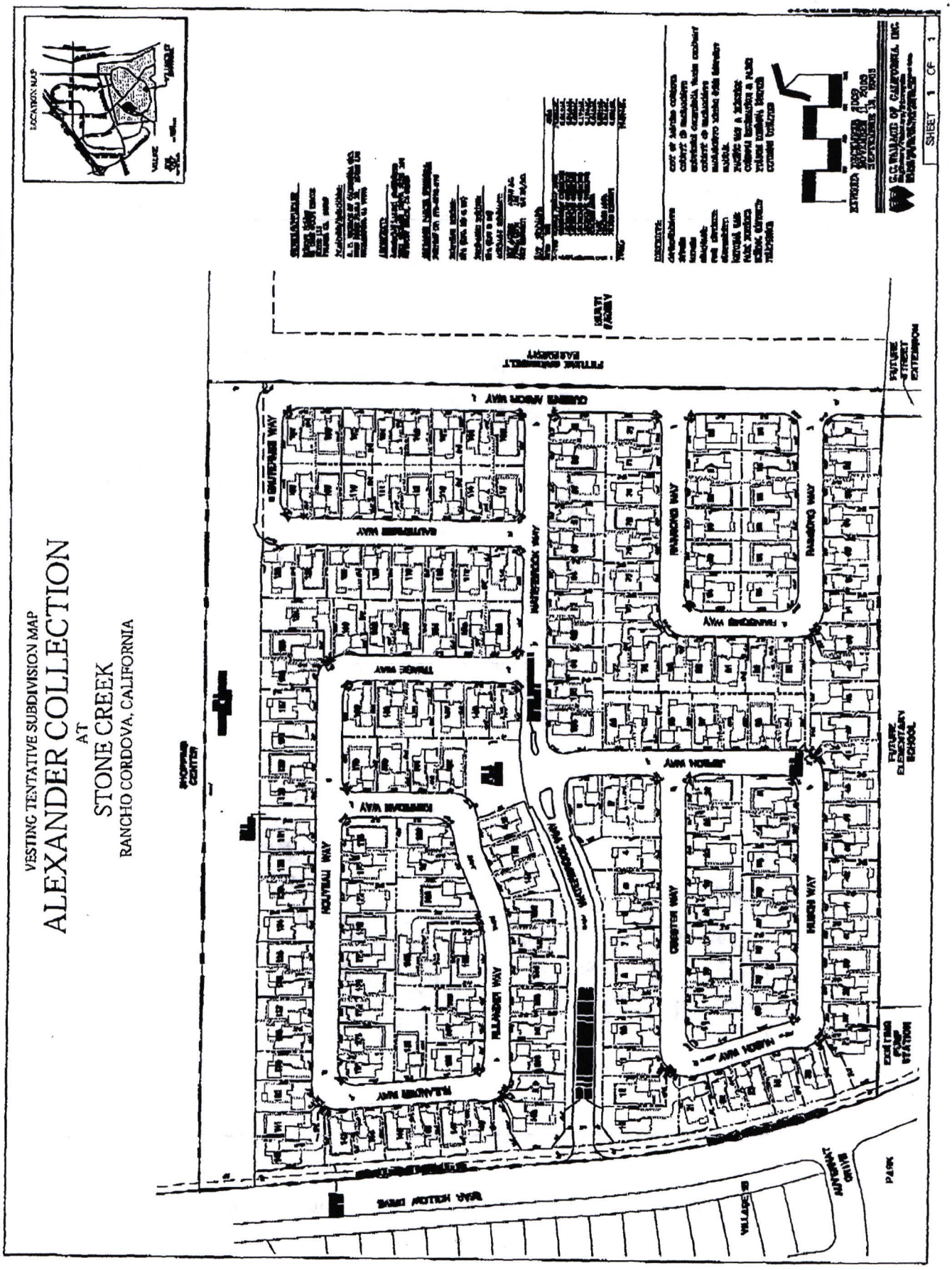


Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 7 and an Ordinance Establishing a Special Tax for Police Protection Services for the Villages of Zinfandel, Village No. 8 ("Alexander Collection at Stonecreek") Subdivision; RC 03-033

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Alexander Collection / Zinfandel Village No. 8 project (the "Project"), subdivision maps and related documents have been submitted for City approval and the owner, Elliott Homes, Inc., has agreed to the special tax. The Project consists of 196 single-family residential units on approximately 29.7 acres of land. The Project is a portion of the mixed-use community development called The Villages of Zinfandel, which consists of approximately 671.39 acres of property within the Villages at Zinfandel Special Planning Area.

This item will establish Tax Area Zone 7 for these parcels, as shown on Exhibit A to the resolution. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared at the City Council meeting on July 19, 2004.

MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval for the Villages of Zinfandel, Village No. 8 ("Alexander Collection at Stonecreek") Subdivision

2. Resolution Creating Special Tax Area Zone 7

692805_1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 31-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE VILLAGES OF ZINFANDEL, VILLAGE NO. 7 ("ALEXANDER COLLECTION AT STONECREEK") SUBDIVISION

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 7 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 7.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

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

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

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 7 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 7 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 7 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year

subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

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

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year) / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. **Costs of Administration by County.**

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 7 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 7 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

[*Legal Description of Alexander Collection*]

EXHIBIT 'A'

#1070.021

LEGAL DESCRIPTION

All of Lot 3 as shown on the Final Map of Villages of Zinfandel Unit No. 9, recorded in Book 317 of Maps, at Page 7, Sacramento County Records, in the City of Rancho Cordova, County of Sacramento, State of California.

April 7, 2004

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

JUN-15-2004 12:03PM FR MEIERS NHOE 510 444 1663 TO 0392#841#3033#19 P.04

Exhibit B

[Tentative Subdivision Map]

EXHIBIT B TO ORDINANCE

VESTING TENTATIVE SUBDIVISION MAP

ALEXANDER COLLECTION

AT

STONE CREEK

RANCHO CORDOVA, CALIFORNIA

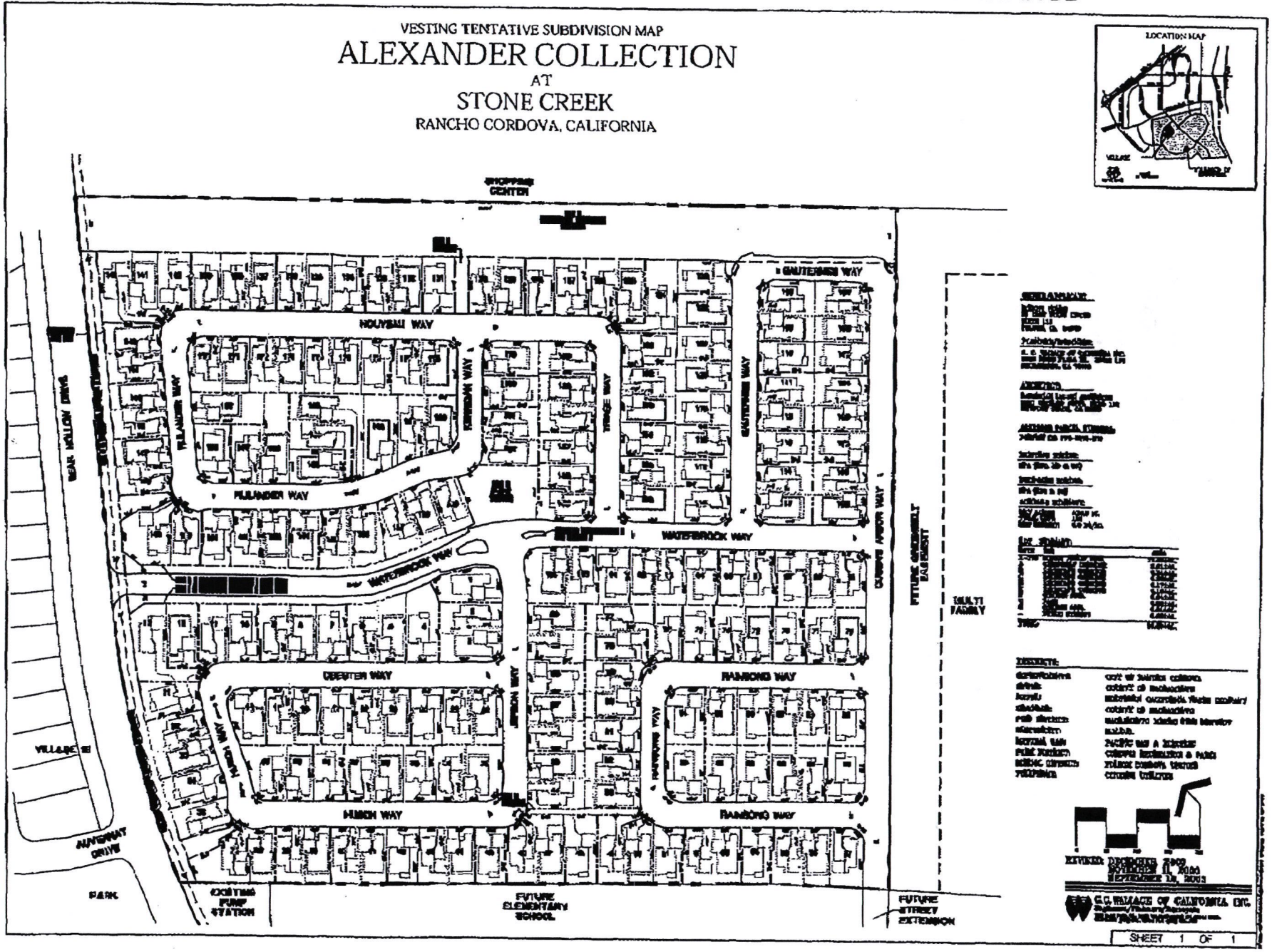


Exhibit C

Police Services Special Tax -Tax Per Parcel
Based on County Land Use Codes
Operation Manual Section 13-14 for the
Office of the Assessor for the County of Sacramento

Land Use Codes: Residential (p.4-7)

General Land Use	Specific Land Use	Occupancy	Tax Per Parcel
A (Residential)	1 (Single Family)	A (Subdivision)	$250.00

CITY OF RANCHO CORDOVA

RESOLUTION NO. 91 · 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 7 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE VILLAGES OF ZINFANDEL, VILLAGE NO. 8 ("ALEXANDER COLLECTION AT STONECREEK) SUBDIVISION

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 7 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 7; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 7 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Zinfandel Village No. 8 / Alexander Collection subdivision was approved by the City on December 15, 2004. The City also approved amendments to the General Plan and SPA/Land Use designations for Zinfandel Village No. 8 / Alexander Collection. The approval allows development of 196 single-family lots on a total of 26.1 acres; the entire site encompasses approximately 29.7 acres. The applicant has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval. The initial tax is to be $ 250 per residential parcel equivalent; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 7 is a person who owns real property within Zone 7 at the time Ordinance No. ___-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 7 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 31 -2004 adopted this date is to be presented for approval of the voters of Zone 7 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 31 -2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 7 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 19th day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[Legal Description - Tentative Subdivision Map]

EXHIBIT 'A'

#1070.021

LEGAL DESCRIPTION

All of Lot 3 as shown on the Final Map of Villages of Zinfandel Unit No. 9, recorded in Book 317 of Maps, at Page 7, Sacramento County Records, in the City of Rancho Cordova, County of Sacramento, State of California.

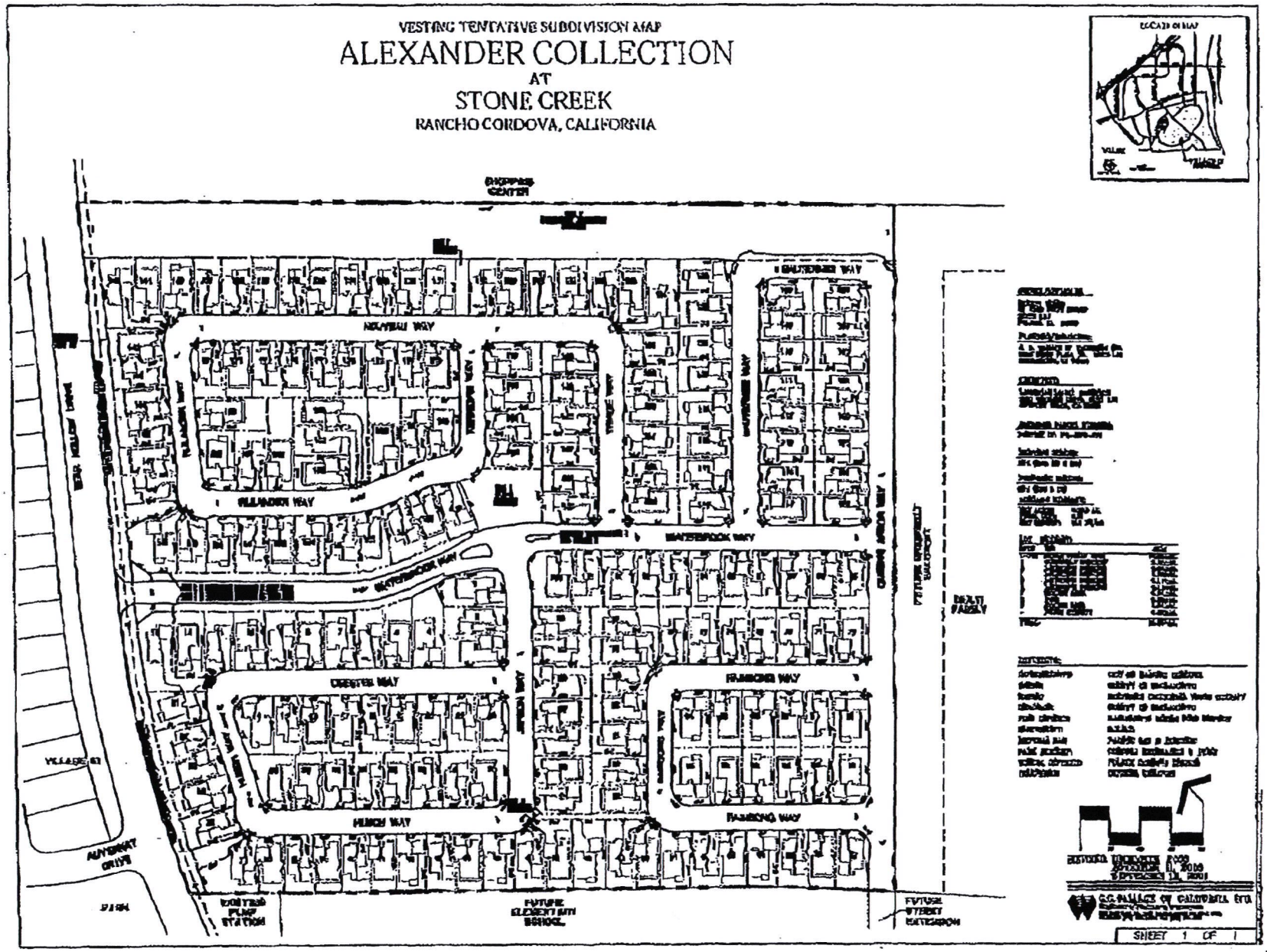
April 7, 2004

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

06-15-2004 02:42pm From-Taylor and Wiley T-750 P.004/004 F-074

EXHIBIT A TO RESOLUTION



Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 5 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia I (Village 7) and Anatolia II (Villages 9 and 12) Subdivisions; RC 04-098

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Anatolia I and II projects, subdivision maps and related documents have been submitted for City approval and the developer has agreed to the special tax. U.S. Home Corporation and GMAC Model Home Finance, Inc. are the current owners of 413 single-family, low density residential lots in Anatolia I (Village 7) and Anatolia II (Villages 9 and 12). This item will establish Tax Area Zone 5 for these parcels, as shown on Exhibit A to the Resolution. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared at the City Council meeting on July 19, 2004.

MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Anatolia I (Village 7) and Anatolia II (Villages 9 and 12) Subdivisions

2. Resolution Creating Special Tax Area Zone 5

CITY OF RANCHO CORDOVA

ORDINANCE NO. 34-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE ANATOLIA I (VILLAGE 7) AND ANATOLIA II (VILLAGES 9 AND 12) SUBDIVISIONS

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 5 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 5.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 5" ("Zone 5") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 5 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 5 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 5 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 5 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any

increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 5 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	= Tax Per Parcel For First Fiscal Year	X	(Consumer Price Index for April of immediately Preceding Fiscal Year (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 5 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[*Legal Description of Anatolia I (Village 7) and Anatolia II (Villages 9 and 12) Subdivisions*]

1143.038
04/23/04
CES

EXHIBIT A TO ORDINANCE
DESCRIPTION OF PROPERTY
ANATOLIA I & II

All that certain real property situate in a portion of the Southwest One-Quarter of Fractional Section 8 and a portion of Section 17, Township 8 North, Range 7 East, Mount Diablo Base and Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

AREA 1 (VILLAGE 7)

All of Lot 21 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 2 (VILLAGE 9)

All of Lot 9 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 3 (VILLAGE 12)

All of Lot 12 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my supervision pursuant to section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 4/23/04



PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

Exhibit B

[Tentative Subdivision Map]

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA I & II

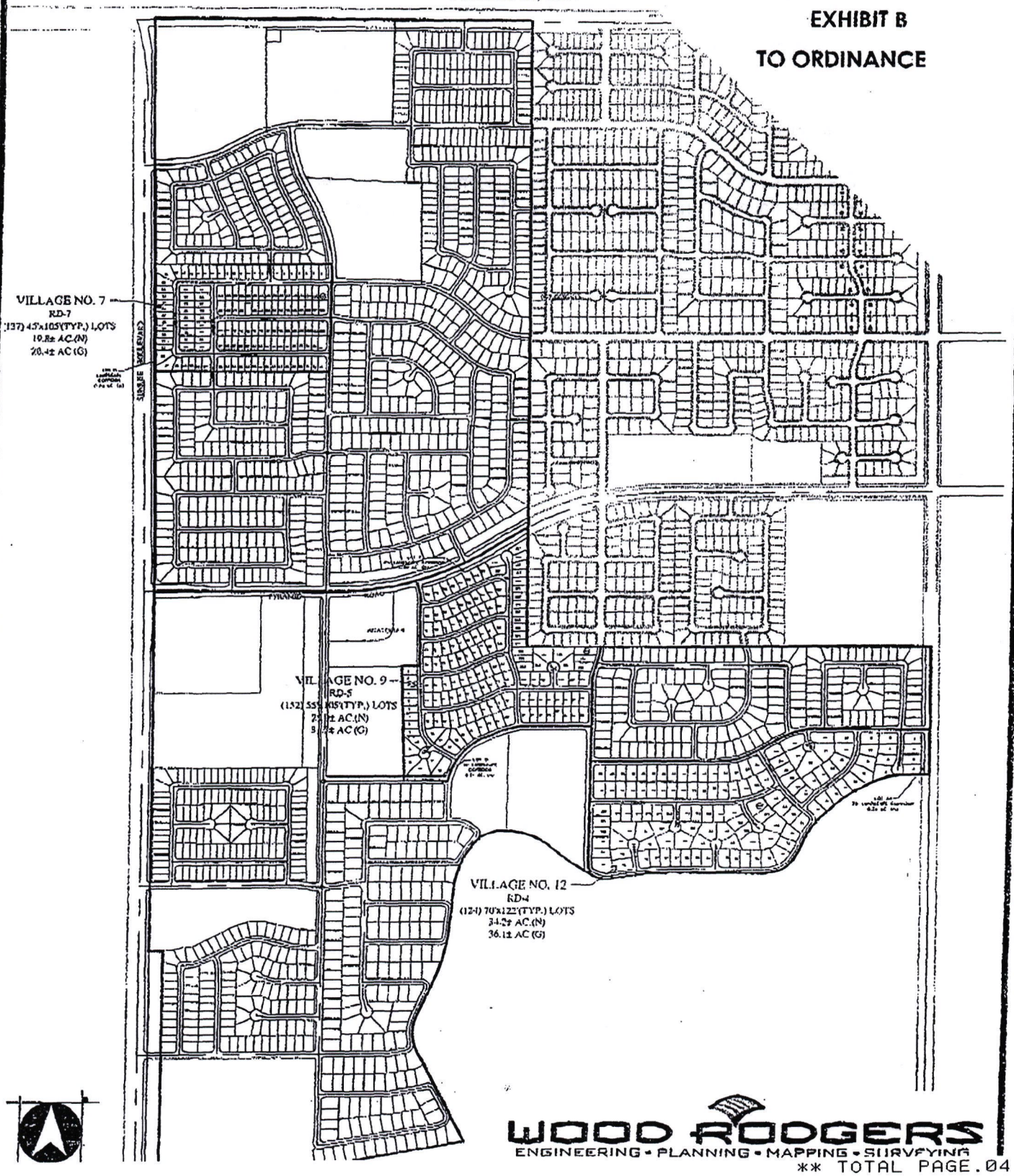
VILLAGES 7,9 & 12

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT B

TO ORDINANCE



WOOD RODGERS

ENGINEERING • PLANNING • MAPPING • SURVEYING

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 92 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 5 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE ANATOLIA I (VILLAGE 7) AND ANATOLIA II (VILLAGES 9 AND 12) SUBDIVISIONS

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 5 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 5; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 5 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Anatolia I subdivision was approved by the County on May 16, 2003. The approval allowed subdivision of 229.8 ± acres into 12 large lots (949 single family lots, 3 drainage corridor lots and 11 landscape lots, in addition to 4 lots for RD-10, commercial, park and elementary school sites).

WHEREAS, the Anatolia II subdivision was approved by the County of Sacramento on May 12, 2003, allowing subdivision into 17 large lots (885 single family lots, 3 drainage corridor lots and 16 landscape lots, in addition to 8 lots for other uses).

WHEREAS, Village 7 within the Anatolia I subdivision (Assessor's Parcel Number 007-0030-009) and Villages 9 and 12 (APN 067-0030-006) within the Anatolia II subdivision collectively consist of 413 single-family, low density residential lots.

WHEREAS, the owners of Village 7 within the Anatolia I subdivision and Villages 9 and 12 within the Anatolia II subdivision have agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval. The initial tax is to be $ 250 per residential parcel and $ .015 for each square foot of gross parcel area of non-residential (excluding recreational and agricultural lands); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 5 is a person who owns real property within Zone 5 at the

time Ordinance No. 34-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 5 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 34-2004 adopted this date is to be presented for approval of the voters of Zone 5 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No 34-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 5 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[Legal Description - Tentative Subdivision Map]

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA I & II

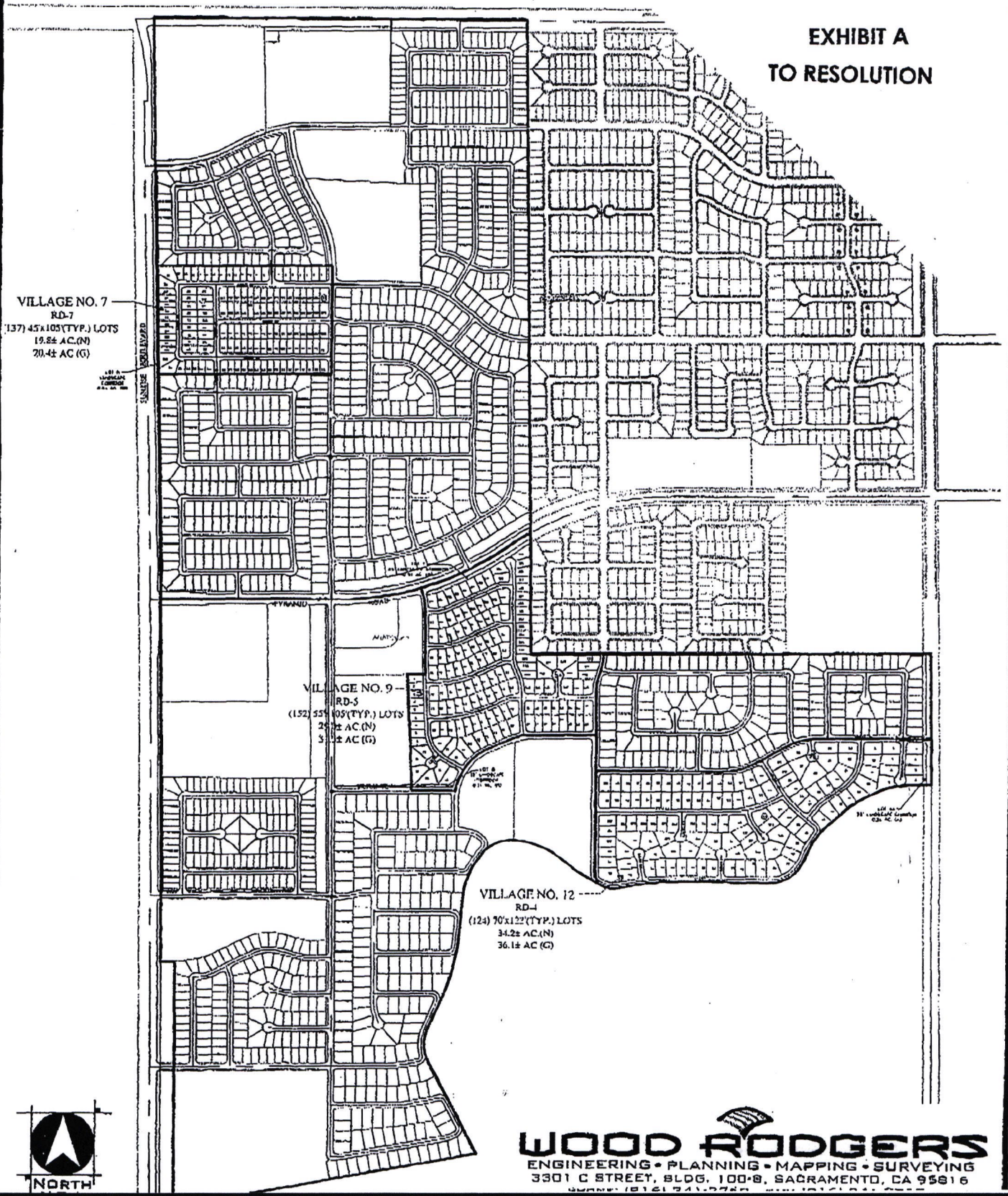
VILLAGES 7,9 & 12

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT A

TO RESOLUTION



WOOD RODGERS

ENGINEERING • PLANNING • MAPPING • SURVEYING

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

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 6 and an Ordinance Establishing a Special Tax for Police Protection Services for the Anatolia I (Villages 1, 3, 4 and 8) and Anatolia II (Village 15) Subdivisions; RC 04-099

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Anatolia I and II projects, subdivision maps and related documents have been submitted for City approval and the developer has agreed to the special tax. Lennar Renaissance, Inc. and GMAC Model Home Finance, Inc. are the current owners of 485 single-family, low density residential lots in Anatolia I (Villages 1, 3, 4, and 8) and Anatolia II (Village 15). This item will establish Tax Area Zone 6 for these parcels, as shown on Exhibit A to the resolution. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared at the City Council meeting on July 19, 2004.

MOTION

" I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Anatolia I (Villages 1, 3, 4 and 8) and Anatolia II (Village 15) Subdivisions

2. Resolution Creating Special Tax Area Zone 6

CITY OF RANCHO CORDOVA

ORDINANCE NO. 35-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE ANATOLIA I (VILLAGES 1, 3, 4, & 8) AND ANATOLIA II (VILLAGE 15) SUBDIVISIONS

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 6 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 6.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal

year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3.B herein.

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 6" ("Zone 6") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 6 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 6 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 6 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 6 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 6 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be

deducted from the collected taxes.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 6 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 6 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

[*Legal Description of*
[*Anatolia 1 (Villages 1, 3, 4 & 8) and Anatolia II (Village 15) Subdivisions*]

1143.038
04/23/04
CES

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
ANATOLIA I & II DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of Lots 3 and 4, and the Southwest One-Quarter of Fractional Section 8 and a portion of Sections 17 and 20, Township 8 North, Range 7 East, Mount Diablo Base and Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

AREA 1 (VILLAGE 1)
All of Lot 3 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 2 (VILLAGE 3)
All of Lot 5 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 3 (VILLAGE 4)
All of Lot 6 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 4 (VILLAGE 8)
All of Lot 22 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 5 (VILLAGE 15)
All of Lot 15 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my supervision pursuant to section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 4/23/04



PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

J:\Jobs\1143-Anatolia\1143-Anatolia-OA\Acad\Geomatics\docs\descriptions\Lennar Dev Agreement\Anatolia-Lennar-Development-Agreement.doc

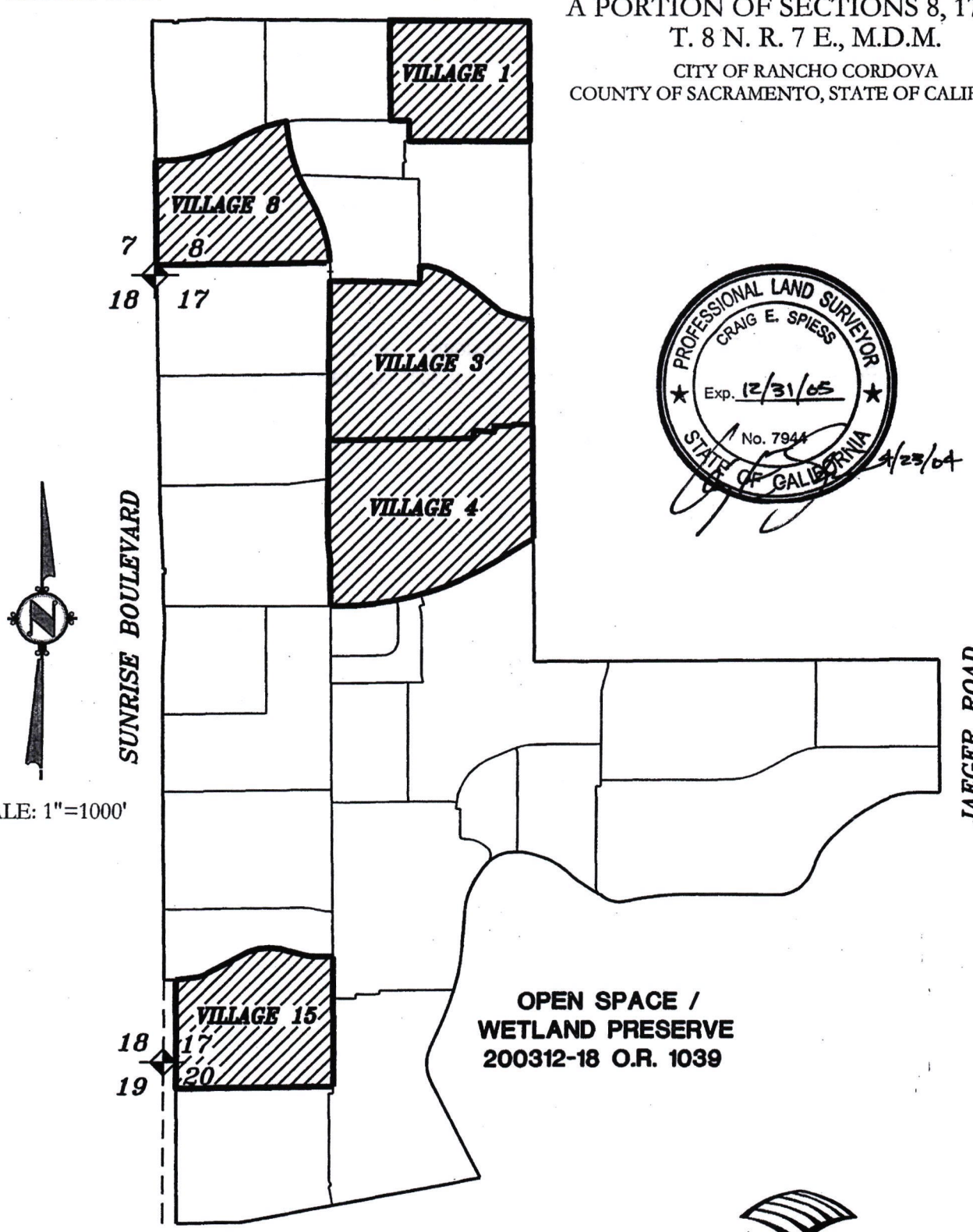
Exhibit B

[Tentative Subdivision Map]

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION

ANATOLIA I & II
VILLAGES 1, 3, 4, 8 & 15
DEVELOPMENT AGREEMENT
A PORTION OF SECTIONS 8, 17 & 20
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/05
No. 7944
STATE OF CALIFORNIA
5/23/04

SCALE: 1"=1000'

SEE DESCRIPTION FOR COURSE INFORMATION

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 93 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 6 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE ANATOLIA I (VILLAGES 1, 3, 4, & 8) AND ANATOLIA II (VILLAGE 15) SUBDIVISIONS

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 6 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 6; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 6 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Anatolia I subdivision was approved by the County on May 16, 2003. The approval allowed subdivision of 229.8 ± acres into 12 large lots (949 single family lots, 3 drainage corridor lots and 11 landscape lots, in addition to 4 lots for RD-10, commercial, park and elementary school sites).

WHEREAS, the Anatolia II subdivision was approved by the County of Sacramento on May 12, 2003, allowing subdivision into 17 large lots (885 single family lots, 3 drainage corridor lots and 16 landscape lots, in addition to 8 lots for other uses).

WHEREAS, Villages 1, 3, 4 and 8 within the Anatolia I subdivision and Village 15 within the Anatolia II subdivision (collectively, Assessor's Parcel Number 067-0030-009) collectively consist of 485 single-family, low density residential lots.

WHEREAS, the owners of Villages 1, 3, 4 and 8 within the Anatolia I subdivision and Village 15 within the Anatolia II subdivision have agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval. The initial tax is to be $ 250 per residential parcel and $ .015 for each square foot of gross parcel area of non-residential (excluding recreational and agricultural lands); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 6 is a person who owns real property within Zone 6 at the

time Ordinance No. 35-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 6 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 35-2004 adopted this date is to be presented for approval of the voters of Zone 6 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 35-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 6 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[Legal Description - Tentative Subdivision Map]

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 9 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Villages 1A, 4A, 6, 7, 8A & 11A and a Portion of Unit A, Owned by Pleasant Valley Investments, LC; RC 03-001

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Sunridge Park project, a Large Lot (14 Villages) and Small Lot Tentative Map for 801 single family lots were submitted for City approval and the project owner, Sunridge Park LLC, has agreed to the special tax. Prior to conducting this police tax election; however, the owner sold the property to five entities, each of which has agreed to the special tax for police services for the portion of the Sunridge Park subdivision that it owns. A separate tax zone is being created contiguous to the boundaries of the property each entity owns. Zone 9 is contiguous with the property owned by Pleasant Valley Investments, LC. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared on July 19, 2004.

693209.1

AGENDA ITEM # 16

MOTION

"I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Sunridge Park Subdivision, Village 1A, 4A, 6, 7, 8A & 11A and a Portion of Unit A

2. Resolution Creating Special Tax Area Zone 9

CITY OF RANCHO CORDOVA

ORDINANCE NO. 32-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NOS. 1A, 4A, 6, 7, 8A & 11A, AND A PORTION OF UNIT A

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 14 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 14.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 14" ("Zone 14") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 14 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 14 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 14 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 14 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year

subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 14 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 14 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 14 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

[Legal Description of Village No. 1A, 4A, 6, 7, 8A & 11A and a Portion of Unit A, Sunridge Park]

EXHIBIT A TO ORDINANCE

DESCRIPTION OF PROPERTY
PLEASANT VALLEY INVESTMENTS, LC

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lots 1, 4, 9, 10, 11, 14 and all of Lots 5 and 7 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

VILLAGE 1A

Being a portion of said Lot 1.

Beginning at a point situate on the centerline of Canyonlands Drive from which the centerline intersection of Canyonlands Drive and Timberland Drive as shown on said Final Map bears North 89°35'04" East a distance of 53.00 feet; thence from said **POINT OF BEGINNING**, South 00°24'56" East a distance of 33.00 feet to a point on the Southerly line of said Lot 1; thence along said Southerly line of said Lot 1, South 89°35'04" West a distance of 436.32 feet to the Westerly line of said Lot 1; thence along the Westerly and Northerly line of said Lot 1 for the following eight (8) arcs, courses and distances:

1. North 00°24'56" West a distance of 62.00 feet to a point of curvature;
2. from a radial line which bears South 00°24'56" East, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
3. North 00°24'56" West a distance of 95.00 feet;
4. North 89°35'04" East a distance of 142.50 feet;
5. North 00°24'56" West a distance of 145.00 feet;
6. North 89°35'04" East a distance of 180.00 feet;
7. North 00°24'56" West a distance of 105.00 feet; and
8. North 89°35'04" East a distance of 147.82 feet;

thence leaving the Northerly line of said Lot 1 for the following eleven (11) arcs, courses and distances:

1. South 00°24'56" East a distance of 102.86 feet to a point of curvature;
2. from a radial line which bears South 27°09'33" East, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 26°44'37";
3. South 89°35'04" West a distance of 6.00 feet;
4. South 00°24'56" East a distance of 40.00 feet;
5. North 89°35'04" East a distance of 6.00 feet to a point of curvature;
6. 9.34 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 26°44'37";
7. South 00°24'56" East a distance of 215.72 feet to a point of curvature;
8. from a radial line which bears South 27°09'33" East, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 26°44'37";
9. South 00°24'56" East a distance of 4.00 feet;
10. South 89°35'04" West a distance of 5.00 feet; and
11. South 00°24'56" East a distance of 25.00 feet to the Point of Beginning.

Containing 3.35 acres of land, more or less.

VILLAGE 4A (AREA 1)
Being a portion of said Lot 4.

Beginning at the most southerly corner of said Lot 4 of said Final Map; thence from said **POINT OF BEGINNING**, along the southerly and easterly line of said Lot 4 for the following twenty (20) arcs, courses and distances:

1. from a radial line which bears North 39°05'01" West, 60.97 feet along the arc of a non-tangent 500.00 foot radius curve to the right through a central angle of 06°59'11";
2. South 32°05'50" East a distance of 20.00 feet to a point of curvature;
3. from a radial line which bears North 32°05'50" West, 31.54 feet along the arc of a non-tangent 480.00 foot radius curve to the right through a central angle of 03°45'55" to a point of reverse curvature;
4. 190.76 feet along the arc of a tangent 520.00 foot radius curve to the left through a central angle of 21°01'08";
5. North 40°38'57" East a distance of 63.19 feet;
6. North 49°21'03" West a distance of 162.00 feet;
7. North 40°38'57" East a distance of 34.58 feet;
8. North 49°21'03" West a distance of 121.98 feet to a point of curvature;
9. from a radial line which bears North 51°37'56" West, 1.19 feet along the arc of a non-tangent 30.00 foot radius curve to the right through a central angle of 02°16'52";
10. North 40°38'57" East a distance of 146.08 feet;
11. North 49°21'03" West a distance of 165.00 feet;
12. North 40°38'57" East a distance of 4.77 feet;
13. North 28°19'51" West a distance of 122.74 feet to a point of curvature;
14. from a radial line which bears South 28°19'51" East, 74.49 feet along the arc of a non-tangent 40.00 foot radius curve to the left through a central angle of 106°41'43" to a point of reverse curvature;
15. 23.26 feet along the arc of a tangent 30.00 foot radius curve to the right through a central angle of 44°24'55";
16. North 00°36'39" West a distance of 11.01 feet to a point of reverse curvature;
17. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
18. North 00°36'39" West a distance of 40.00 feet;
19. South 89°23'21" West a distance of 92.64 feet; and
20. North 00°36'39" West a distance of 122.00 feet to the Northerly line of said Lot 4;

thence along said Northerly line of Lot 4, South 89°25'02" West a distance of 490.00 feet; thence leaving the Northerly line of said Lot 4 for the following eleven (11) arcs, courses and distances:

1. South 00°24'56" East a distance of 119.83 feet to a point of curvature;
2. from a radial line which bears South 26°19'42" West, 9.40 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 26°56'20";
3. South 00°36'39" East a distance of 40.00 feet;
4. South 89°23'21" West a distance of 3.27 feet to a point of curvature;
5. 9.27 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 26°32'54";
6. South 00°24'56" East a distance of 351.48 feet;
7. South 76°42'03" East a distance of 219.71 feet;
8. South 68°14'04" East a distance of 71.09 feet;
9. South 58°11'35" East a distance of 140.00 feet;

10. South 52°28'09" East a distance of 227.09 feet; and
11. South 42°21'39" West a distance of 157.00 feet to a point of curvature on the southwesterly line of said Lot 4;

thence along the southwesterly line of said Lot 4 from a radial line which bears North 42°21'39" East, 98.43 feet along the arc of a non-tangent 1000.00 foot radius curve to the right through a central angle of 05°38'23"; thence continuing along said southwesterly line of said Lot 4, South 41°59'59" East for a distance of 32.82 feet to the Point of Beginning.

Containing 10.424 acres of land, more or less.

VILLAGE 4A (AREA 2)
Being all of said Lot 5.

Containing 5.329 acres of land, more or less.

VILLAGE 6
Being a portion of Lot 9.

Beginning at the Northeast corner of said Lot 9; thence from said **POINT OF BEGINNING**, along the Easterly line of said Lot 9 for the following five (5) courses and distances:

1. South 00°24'56" East a distance of 140.00 feet;
2. North 89°35'04" East a distance of 130.00 feet
3. South 00°24'56" East a distance of 955.19 feet;
4. South 06°23'07" East a distance of 73.26 feet; and
5. South 13°34'29" East a distance of 140.00 feet to a point of curvature at the Southeast corner of said Lot 9;

thence along the Southerly line of said Lot 9 from a radial line which bears South 13°38'02" East, 133.12 feet along the arc of a non-tangent 586.84 foot radius curve to the right through a central angle of 12°59'50"; thence continue along the Southerly line of said Lot 9, South 89°29'00" West a distance of 120.07 feet; thence leaving the Southerly line of said Lot 9, North 00°24'56" West a distance of 140.00 feet; thence South 89°35'04" West a distance of 657.50 feet to the Westerly line of said Lot 9; thence along the Westerly line of said Lot 9, North 00°24'56" West a distance of 1040.13; thence North 89°35'04" East a distance of 102.50 feet; thence leaving said Westerly line of said Lot 9, North 89°35'04" East a distance of 550.00 feet; thence North 00°24'56" West a distance of 140.00 feet to the Northerly line of said Lot 9; thence along said Northerly line of Lot 9, North 89°35'04" East a distance of 87.50 feet to the Point of Beginning.

Containing 21.816 acres of land, more or less.

VILLAGE 7 (AREA 1)
Being a portion of Lot 10.

Beginning at the Northwest corner of said Lot 10 of said Final Map; thence from said **POINT OF BEGINNING**, along the Westerly line of said Lot 10, South 00°24'56" East a distance of 140.00 feet; thence continuing along said Westerly line of said Lot 10, North 89°35'04" East a distance of 82.50 feet; thence leaving said Westerly line of Lot 10, North 00°24'56" West a distance of 140.00 to the North line of said Lot 10; thence along said North line of Lot 10, South 89°35'04" West a distance of 82.50 feet to the Point of Beginning.

Containing 11,550 square feet of land, more or less.

VILLAGE 7 (AREA 2)

Being a portion of Lot 10.

Beginning at an angle point in the West Line of said Lot 10 from which the Northwest corner of said Lot 10 of said Final Map bears North 43°17'40" West, a distance of 191.05 feet; thence from said **POINT OF BEGINNING,** leaving said West line of Lot 10 for the following fourteen (14) courses and distances:

1. North 89°35'04" East a distance of 281.96 feet;
2. South 86°42'00" East a distance of 54.67 feet;
3. South 83°23'31" East a distance of 54.66 feet;
4. South 79°45'00" East a distance of 54.66 feet;
5. South 76°06'29" East a distance of 54.66 feet;
6. South 72°27'58" East a distance of 54.66 feet;
7. South 68°49'27" East a distance of 54.66 feet;
8. South 65°10'55" East a distance of 54.66 feet;
9. South 61°32'24" East a distance of 54.66 feet;
10. South 57°53'53" East a distance of 54.66 feet;
11. South 54°15'22" East a distance of 54.66 feet;
12. South 50°36'50" East a distance of 54.66 feet;
13. South 46°58'19" East a distance of 54.66 feet;
14. South 49°21'03" East a distance of 85.02 feet to a point on the Easterly line of said Lot 10;

thence along said Easterly line of Lot 10, South 40°38'57" West a distance of 767.61 feet; thence leaving said Easterly line of Lot 10 for the following seven (7) courses and distances:

1. North 49°21'03" West a distance of 135.00 feet;
2. South 40°38'57" West a distance of 129.73 feet;
3. South 51°34'27" West a distance of 57.87 feet;
4. South 53°12'19" West a distance of 53.23 feet;
5. South 59°50'23" West a distance of 53.23 feet;
6. South 66°28'26" West a distance of 53.23 feet;
7. South 73°06'29" West a distance of 53.23 feet to a point on the Westerly line of said Lot 10;

thence along said Westerly line of Lot 10, North 06°23'07" West a distance of 73.26 feet; thence continuing along said Westerly line of Lot 10, North 00°24'56" West a distance of 955.19 feet to the Point of Beginning.

Containing 14.480 acres of land, more or less.

VILLAGE 8A (AREA 1)

Being all of said Lot 7.

Containing 5.551 acres of land, more or less.

VILLAGE 8A (AREA 2

Being all of said Lot 11.

EXCEPTING THEREFROM the following:

Beginning at a three quarter inch (3/4") iron pipe with plug stamped L.S. 7944 marking the centerline intersection of Borderlands Drive and Timberland Drive as shown on said Final Map; thence from said **POINT OF BEGINNING** along the centerline of Borderlands Drive, North 89°35'04" East a distance of 164.21 feet; thence leaving said centerline of Borderlands Drive, South 00°24'56" East a distance of 135.00 feet; thence South 89°35'04" West a distance of 220.00 feet; thence North 00°24'56" West a distance of 135.00 feet to a point on the centerline of Borderlands Drive; thence along said centerline of Borderlands Drive, North 89°35'04" East a distance of 55.79 feet to the Point of Beginning.

Containing 14.95 acres of land, more or less.

VILLAGE 11A

Being a portion of Lot 14.

Beginning at a three-quarter (3/4") iron pipe with plug stamped L.S. 7944 marking the centerline intersection of Borderlands Drive and Canyonland Drive as shown on said Final Map; thence from said **POINT OF BEGINNING**, along the Northwesterly line of said Lot 14 from a radial line which bears North 39°05'01" West, 60.97 feet along the arc of a 500.00 foot radius curve to the right through a central angle of 06°59'11" to the most northerly corner of said Lot 14; thence along the Northeasterly line of said Lot 14 for the following six (6) arcs, courses and distances:

1. South 32°05'50" East a distance of 20.00 feet to a point of curvature;
2. from a radial line which bears North 32°05'50" West, 4.94 feet along the arc of a non-tangent 480.00 foot radius curve to the left through a central angle of 00°35'24";
3. 34.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 99°18'44";
4. South 41°59'59" East a distance of 122.76 feet to a point of curvature;
5. 60.43 feet along the arc of a tangent 471.00 foot radius curve to the left through a central angle of 07°21'05"; and
6. South 49°21'03" East a distance of 146.74 feet to the Easterly line of said Lot 14;

thence along said Easterly line of Lot 14 for the following five (5) courses and distances:

1. South 40°38'57" West a distance of 113.00 feet;
2. North 49°21'03" West a distance of 105.00 feet;
3. South 40°38'57" West a distance of 135.00 feet;
4. South 49°21'03" East a distance of 105.00 feet; and
5. South 40°38'57" West a distance of 658.55 feet to the Southwesterly line of said Lot 14;

thence along said Southwesterly line of said Lot 14, North 49°21'03" West a distance of 390.00 feet to the Northwesterly line of said Lot 14; thence along said Northwesterly line, North 40°38'57" East a distance of 203.10 feet; thence leaving said Northwesterly line of Lot 14, South 49°21'03" East a distance of 140.00 feet; thence North 40°38'57" East a distance of 595.00 feet; thence North 49°21'03" West a distance of 114.63 feet; thence North 47°04'58" West a distance of 25.00 feet to the Northwesterly line of said Lot 14; thence along the Northwesterly line of said Lot 14 for the following three (3) arcs, courses and distances:

1. from a radial line which bears North 47°04'58" West, 44.36 feet along the arc of a non-tangent 500.00 foot radius curve to the right through a central angle of 05°04'59";
2. North 48°00'01" East a distance of 35.05 feet to a point of curvature; and
3. 25.45 feet along the arc of a tangent 500.00 foot radius curve to the right through a central angle of 02°54'58" to the Point of Beginning.

Containing 5.939 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

Exhibit B

[Map of Property]

PROPERTY OWNERS EXHIBIT

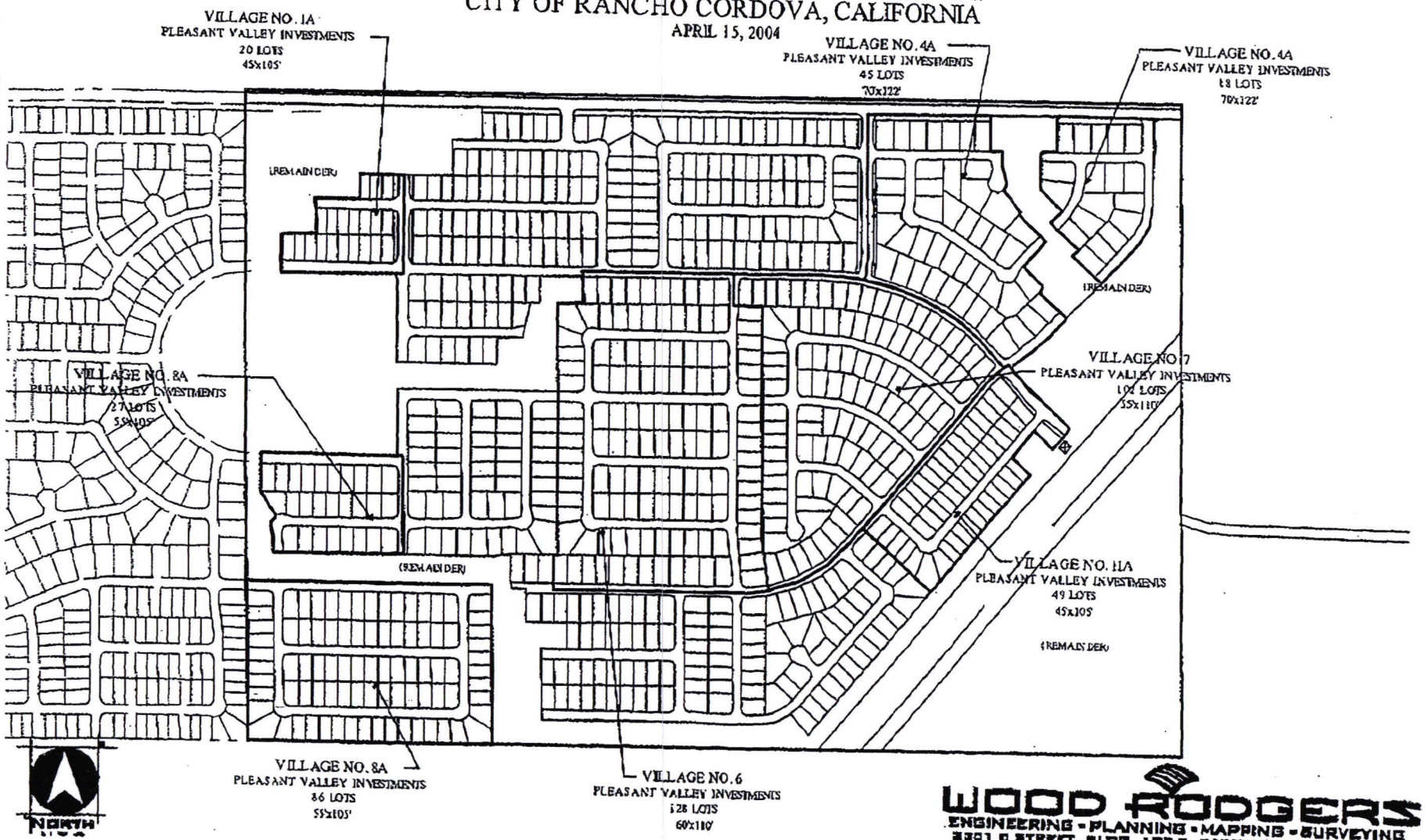
SUNRIDGE PARK

VILLAGES 1A, 4A, 6, 7, 8A &11A AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

EXHIBIT B TO ORDINANCE



WOOD RODGERS

ENGINEERING - PLANNING - MAPPING - SURVEYING

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

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 94 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 9 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NOS. 1A, 4A, 6, 7, 8A & 11A AND A PORTION OF UNIT A

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 9 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 9; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 9 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Sunridge Park subdivision, owned by Sunridge Park LLC, and represented by River-West Investments, was approved by the City on January 20, 2004. The approval allowed subdivision of a 244 acre site into 801 residential lots; and

WHEREAS, after approval of the subdivision, Sunridge Park LLC sold a portion of its property to Pleasant Valley Investments, LC, and the remainder to other entities; and

WHEREAS, this Resolution addresses the approximately 96.3 acres (475 residential lots) owned by Pleasant Valley Investments, LC; and

WHEREAS, Pleasant Valley Investments, LC has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval; and

WHEREAS, the initial tax is to be $ 250 per residential parcel and $.015 for each square foot of gross parcel area for any non-residential land use categories (except recreational and agricultural); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 9 is a person who owns real property within Zone 9 at the time Ordinance No. 32-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 9 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 32-2004 adopted this date is to be presented for approval of the voters of Zone 9 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 32-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 9 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[Legal Description - Map Showing Village 1A, 4A, 6, 7, 8A & 11A and a Portion of Unit A]

JUN 15 2004 2:32 PM FR MEYERS NAVE 510 444 1663 TO 0999#841#4098#19 P.08/09

PROPERTY OWNERS EXHIBIT

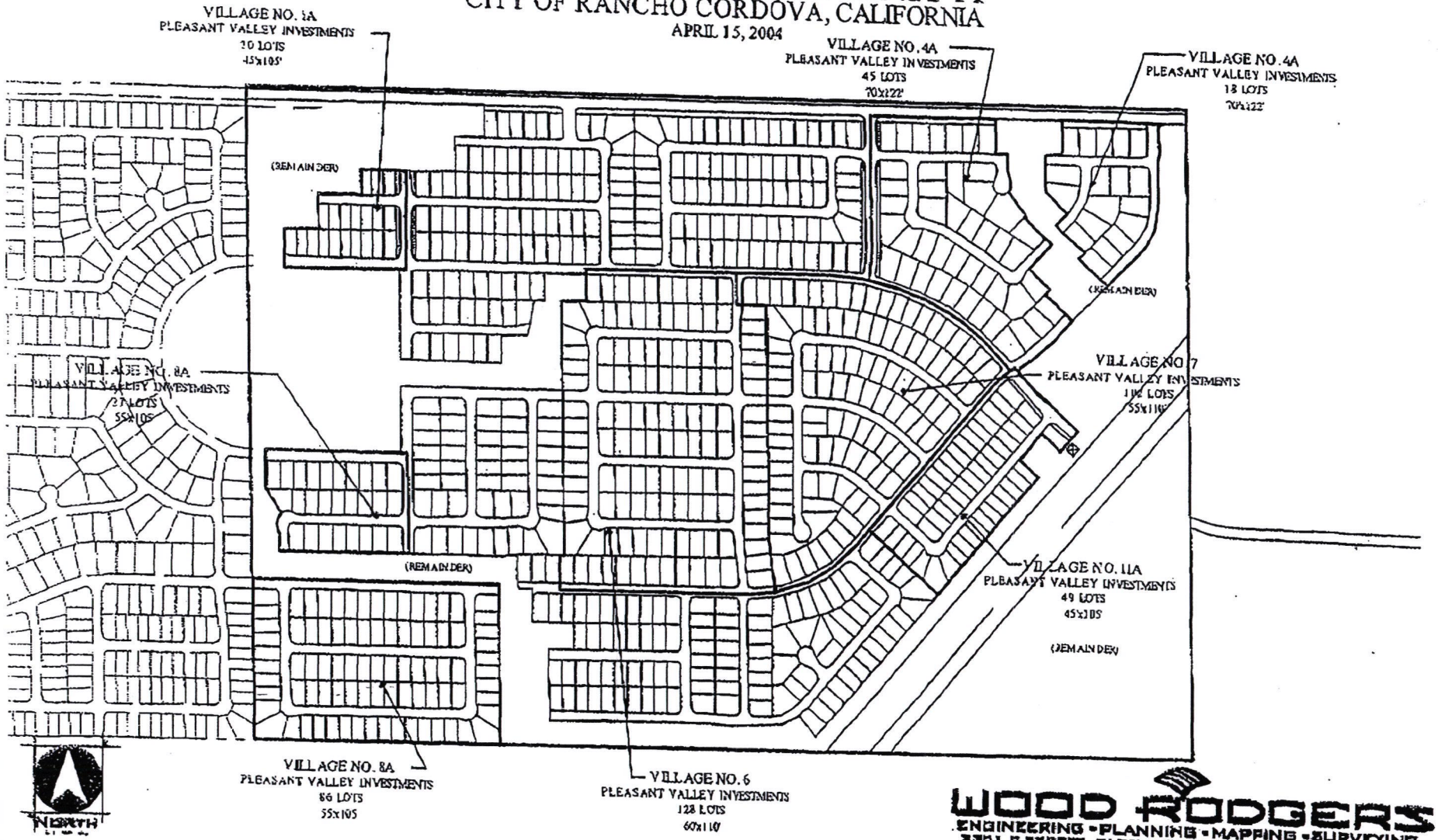
SUNRIDGE PARK

VILLAGES 1A, 4A, 6, 7, 8A &11A AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

EXHIBIT A TO RESOLUTION



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 10 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Village 3, Owned by Rancho 80, LLC; RC 03-001

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Sunridge Park project, a Large Lot (14 Villages) and Small Lot Tentative Subdivision Map for 801 single family lots, and related documents, were submitted for City approval and the project owner, Sunridge Park LLC, agreed to the special tax. Prior to conducting this police tax election, however, the owner sold the property to five entities, each of which has agreed to the special tax for police services for the portion of the Sunridge Park subdivision that it owns. A separate tax zone is being created contiguous to the boundaries of the property each entity owns. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared on July 19, 2004.

MOTION

"I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

693255v1

AGENDA ITEM # 17

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Sunridge Park Subdivision, Village 3

2. Resolution Creating Special Tax Area Zone 10

CITY OF RANCHO CORDOVA

ORDINANCE NO. 33-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NO. 3

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 10 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 10.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 10" ("Zone 10") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 10 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 10 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 10 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 10 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any

increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 10 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. **Costs of Administration by County.**

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 10 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 10 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

[*Legal Description of Village No. 3, Sunridge Park*]

EXHIBIT A TO ORDINANCE

DESCRIPTION OF PROPERTY
RANCHO 80 LLC

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lot 3 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3; thence from said **POINT OF BEGINNING** along the North line of said Lot 3, North 89°23'21" East a distance of 959.01 feet; thence leaving said North line of said Lot 3 for the following ten (10) arcs, courses and distances:

1. South 00°24'56" East a distance of 118.21 feet to a point of curvature;
2. from a radial line which bears South 27°09'33" East, 11.59 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 33°11'28" to a point of reverse curvature;
3. thence 6.00 feet along the arc of a tangent 226.00 foot radius curve to the left through a central angle of 01°31'16";
4. South 04°30'39" West a distance of 40.00 feet to a point of curvature;
5. from a radial line which bears North 04°30'39" East, 7.06 feet along the arc of a non-tangent 186.00 foot radius curve to the right through a central angle of 02°10'24" to a point of reverse curvature;
6. 9.34 feet along the arc of a tangent 226.00 foot radius curve to the left through a central angle of 02°22'00" to a point of reverse curvature;
7. 7.68 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 22°00'39";
8. South 00°24'56" East a distance of 350.54 feet;
9. South 89°35'04" West a distance of 754.50 feet; and
10. South 00°24'56" East a distance of 144.00 feet to a point on the South line of said Lot 3;

thence along said South line of Lot 3, South 89°35'04" West a distance of 207.50 feet; thence along the West line of said Lot 3, North 00°24'56" West a distance of 654.52 feet to the Point of Beginning.

Containing 11.968 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement** only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires December 31, 2005

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

Exhibit B

[Map of Property]

** TOTAL PAGE.05 **

PROPERTY OWNERS EXHIBIT

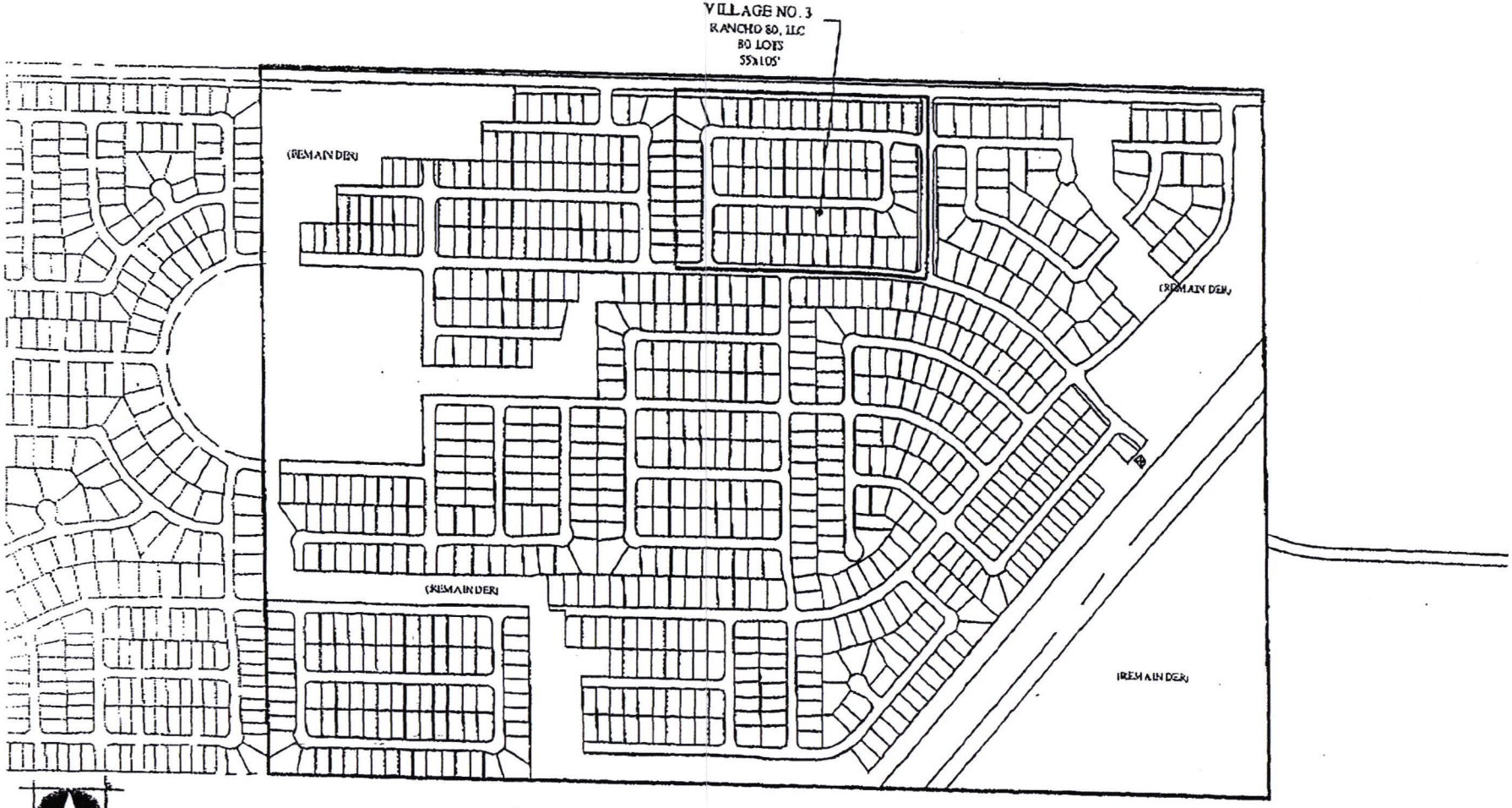
SUNRIDGE PARK

VILLAGE 3 AND A PORTION OF UNIT

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

EXHIBIT B TO ORDINANCE



WOOD RODGERS

ENGINEERING • PLANNING • MAPPING • SURVEYING

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 95 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 10 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NO. 3

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 10 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 10; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 10 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Sunridge Park subdivision, owned by Sunridge Park LLC, and represented by River-West Investments, was approved by the City on January 20, 2004. The approval allowed subdivision of a 244-acre site into 801 residential lots; and

WHEREAS, after approval of the subdivision, Sunridge Park LLC sold a portion of its property to Rancho 80, LLC, and the remainder to other entities; and

WHEREAS, this Resolution addresses the approximately 15.4 acres (80 residential lots) owned by Rancho 80, LLC; and

WHEREAS, Rancho 80, LLC has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval; and

WHEREAS, the initial tax is to be $ 250 per residential parcel and $.015 for each square foot of gross parcel area for any non-residential land use categories (except recreational and agricultural); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 10 is a person who owns real property within Zone 10 at the time Ordinance No. 33 -2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 10 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 33-2004 adopted this date is to be presented for approval of the voters of Zone 10 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 33-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 10 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[Legal Description - Map Showing Village 3]

JUN 15 2004 2:25 PM FR MEYERS NAVE 510 444 1663 TO 0999#841#4098#19 P.04/05

PROPERTY OWNERS EXHIBIT

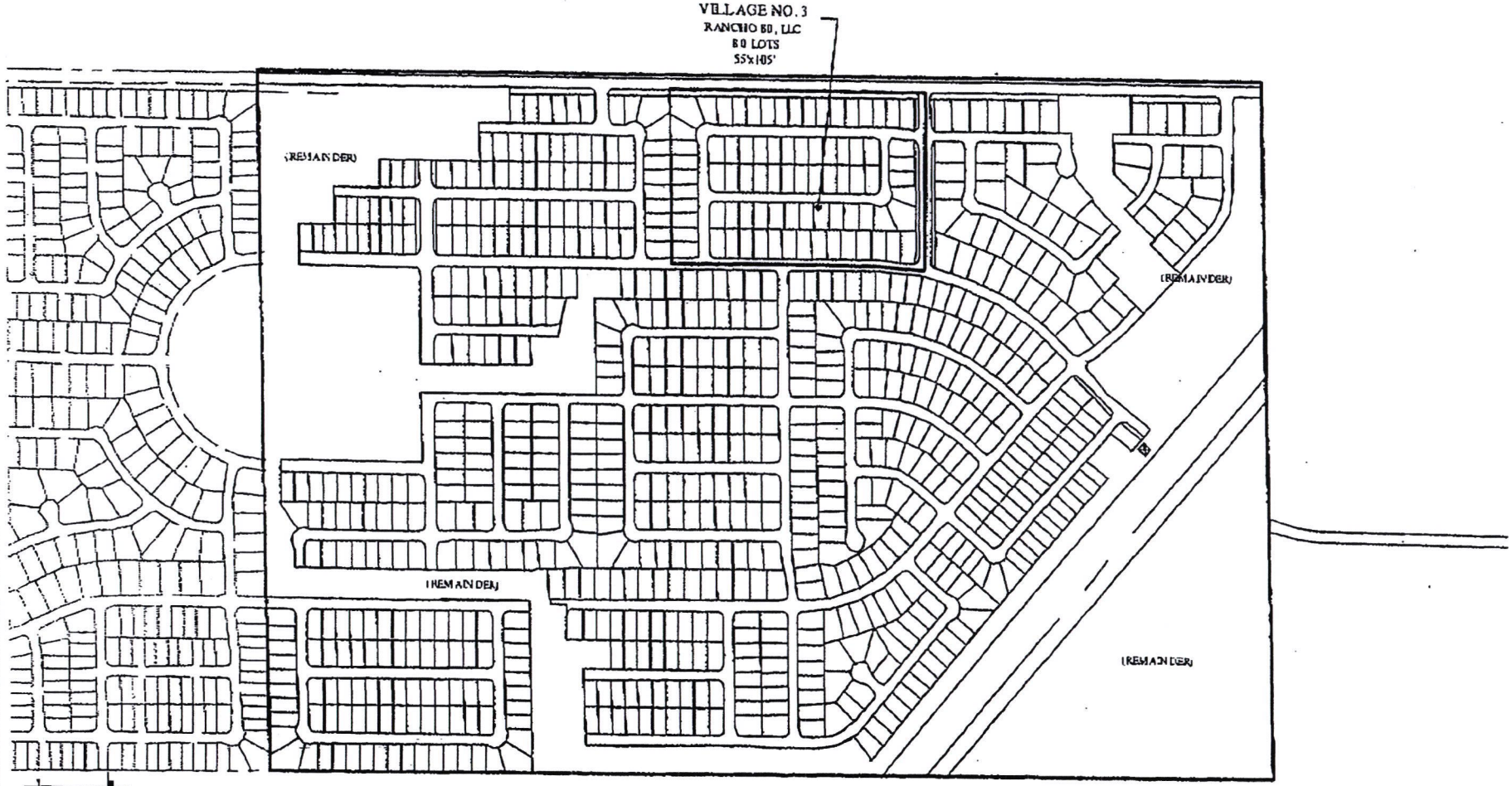
EXHIBIT A TO RESOLUTION

SUNRIDGE PARK

VILLAGE 3 AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 11 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Villages 2A & 5A and a Portion of Unit A, Owned by Sunridge Park, LP; RC 03-001

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Sunridge Park project, a Large Lot (14 Villages) and Small Lot Tentative Map for 801 single family lots were submitted for City approval and the project owner, Sunridge Park LLC, has agreed to the special tax. Prior to conducting this police tax election, however, the owner sold the property to five entities, each of which has agreed to the special tax for police services for the portion of the Sunridge Park subdivision that it owns. A separate tax zone is being created contiguous to the boundaries of the property each entity owns. Zone 11 is contiguous with the boundaries of the property owned by Sunridge Park, LP. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared on July 19, 2004.

MOTION

"I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Sunridge Park Subdivision, Villages 2A & 5A and a Portion of Unit A

2. Resolution Creating Special Tax Area Zone 11

CITY OF RANCHO CORDOVA

ORDINANCE NO. 28-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NOS. 2A & 5A AND A PORTION OF UNIT A

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 11 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 11.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 11" ("Zone 11") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 11 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 11 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 11 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 11 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year

subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 11 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. **Costs of Administration by County.**

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 11 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 11 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

[*Legal Description of Village No. 2A & 5A and a Portion of Unit A, Sunridge Park*]

EXHIBIT A TO ORDINANCE

DESCRIPTION OF PROPERTY
SUNRIDGE PARK LIMITED PARTNERSHIP

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lots 2, 6 and 8 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

VILLAGE 2A
Being a portion of said Lot 2.

Beginning at the centerline intersection of Edyth Lake Way and Awahnee Drive as shown on said Final Map; thence from said **POINT OF BEGINNING**, along the centerline of Edyth Lake Way, South 89°35'04" West a distance of 47.50 feet; thence leaving the centerline of Edyth Lake Way for the following eleven (11) arcs, courses and distances:

1. South 00°24'56" East a distance of 125.00 feet;
2. North 89°35'04" East a distance of 187.50 feet;
3. South 00°24'56" East a distance of 250.00 feet;
4. South 89°35'04" West a distance of 793.50 feet;
5. North 00°24'56" West a distance of 102.86 feet to a point of curvature;
6. from a radial line which bears North 27°09'33" West, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 26°44'37";
7. South 89°35'04" East a distance of 6.00 feet;
8. North 00°24'56" West a distance of 40.00 feet;
9. South 89°35'04" West a distance of 6.00 feet to a point of curvature;
10. 9.34 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 26°44'37"; and
11. North 00°24'56" West a distance of 102.86 feet to a point on the Westerly line of said Lot 2;

thence along said Westerly line of Lot 2 for the following four (4) courses and distances:

1. North 89°35'04" East a distance of 166.00 feet;
2. North 00°24'56" West a distance of 145.00 feet;
3. North 89°35'04" East a distance of 125.00 feet; and
4. North 00°24'56" West a distance of 113.38 feet to the North line of said Lot 2;

thence along said North line of Lot 2 for the following five (5) courses and distances:

1. North 89°23'21" East a distance of 334.75 feet to a point of curvature;
2. from a radial line which bears North 75°30'10" East, 9.34 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 14°04'55";
3. South 45°24'56" East a distance of 2.83 feet;
4. South 00°24'56" East a distance of 6.00 feet; and
5. North 89°35'04" East a distance of 25.00 feet;

thence leaving said North line of said Lot 2, along the centerline of Awahnee Drive as shown on said final map, South 00°24'56" East a distance of 120.44 feet to the Point of Beginning.

Containing 6.967 acres of land, more or less.

VILLAGE 5A

Being a portion of said Lot 6.

Beginning the Southwest corner of said Lot 6; thence from said **POINT OF BEGINNING** along the West line of said Lot 6, North 00°24'56" West a distance of 260.00 feet; thence leaving said West line of said Lot 6, North 89°35'04" East a distance of 570.35 feet to a point of intersection on the East line of said Lot 6; thence along said East and South lines of Lot 6 for the following six (6) arcs, courses and distances:

1. South 09°55'09" West a distance of 102.47 feet;
2. South 22°18'14" West a distance of 55.01 feet to a point of curvature;
3. from a radial line which bears North 22°18'14" East, 7.93 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 22°43'10";
4. South 89°35'04" West a distance of 90.00 feet;
5. South 00°24'56" East a distance of 110.00 feet; and
6. South 89°35'04" West a distance of 433.00 feet to the Point of Beginning.

Containing 3.004 acres of land, more or less.

TOGETHER WITH a portion of said Lot 8.

Beginning at the Northwest corner of said Lot 8; thence from said **POINT OF BEGINNING** along the North and East lines of said Lot 8 for the following seven (7) arcs, courses and distances:
North 89°35'04" East a distance of 62.00 feet to a point of curvature;

1. from a radial line which bears South 89°35'04" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
2. North 89°35'04" East a distance of 441.00 feet to a point of curvature;
3. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
4. North 89°35'04" East a distance of 40.00 feet to a point of curvature;
5. from a radial line which bears South 89°35'04" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
6. North 89°35'04" East a distance of 90.00 feet; and
7. South 00°24'56" East a distance of 670.13 feet;

thence leaving said East line of Lot 8, South 89°35'04" West a distance of 197.50 feet to a point of intersection in the South line of said Lot 8; thence along said South line of Lot 8, South 89°35'04" West a distance of 462.50 feet; thence along the West line of said Lot 8, North 00°24'56" West a distance of 260.13 feet; thence leaving said West line of Lot 8, North 89°35'04" East a distance of 140.00 feet; thence North 00°24'56" West a distance of 302.50 feet; thence South 89°35'04" West a distance of 173.00 feet to a point on the West line of said Lot 8; thence along said West line of Lot 8, North 00°24'56" West a distance of 127.50 feet to the Point of Beginning.

Containing 9.315 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

Exhibit B

[Map of Property]

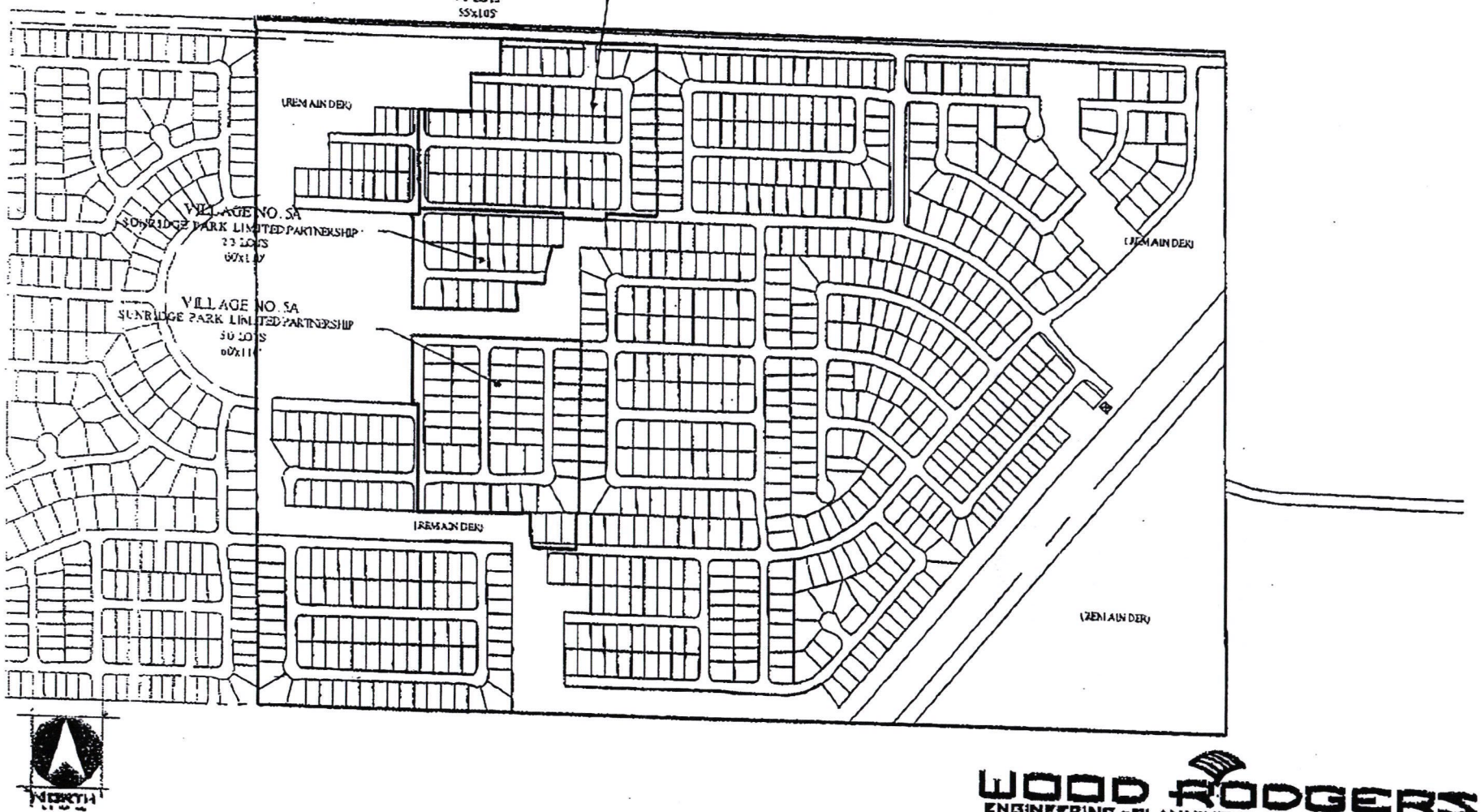
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** TOTAL PAGE.06 **

PROPERTY OWNERS EXHIBIT
SUNRIDGE PARK
VILLAGES 2A & 5A
AND A PORTION OF UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

EXHIBIT B TO ORDINANCE



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

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 96 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 11 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NO. 2A & 5A AND A PORTION OF UNIT A

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 11 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 11; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 11 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Sunridge Park subdivision, owned by Sunridge Park LLC, and represented by River-West Investments, was approved by the City on January 20, 2004. The approval allowed subdivision of a 244 acre site into 801 residential lots; and

WHEREAS, after approval of the subdivision, Sunridge Park LLC sold a portion of its property to Sunridge Park Limited Partnership, and the remainder to other entities; and

WHEREAS, this Resolution addresses the approximately 28.9 acres (144 residential lots) owned by Sunridge Park Limited Partnership; and

WHEREAS, Sunridge Park Limited Partnership has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval; and

WHEREAS, the initial tax is to be $ 250 per residential parcel and $.015 for each square foot of gross parcel area for any non-residential land use categories (except recreational and agricultural); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 11 is a person who owns real property within Zone 11 at the time Ordinance No. 28-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 11 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 28 -2004 adopted this date is to be presented for approval of the voters of Zone 11 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 28 -2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 11 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[Legal Description Showing Village 2A & 5A and a Portion of Unit A]

JUN 15 2004 2:35 PM FR MEYERS NAVE 510 444 1663 TO 0999#84144058#19 P.05/06

EXHIBIT A TO RESOLUTION

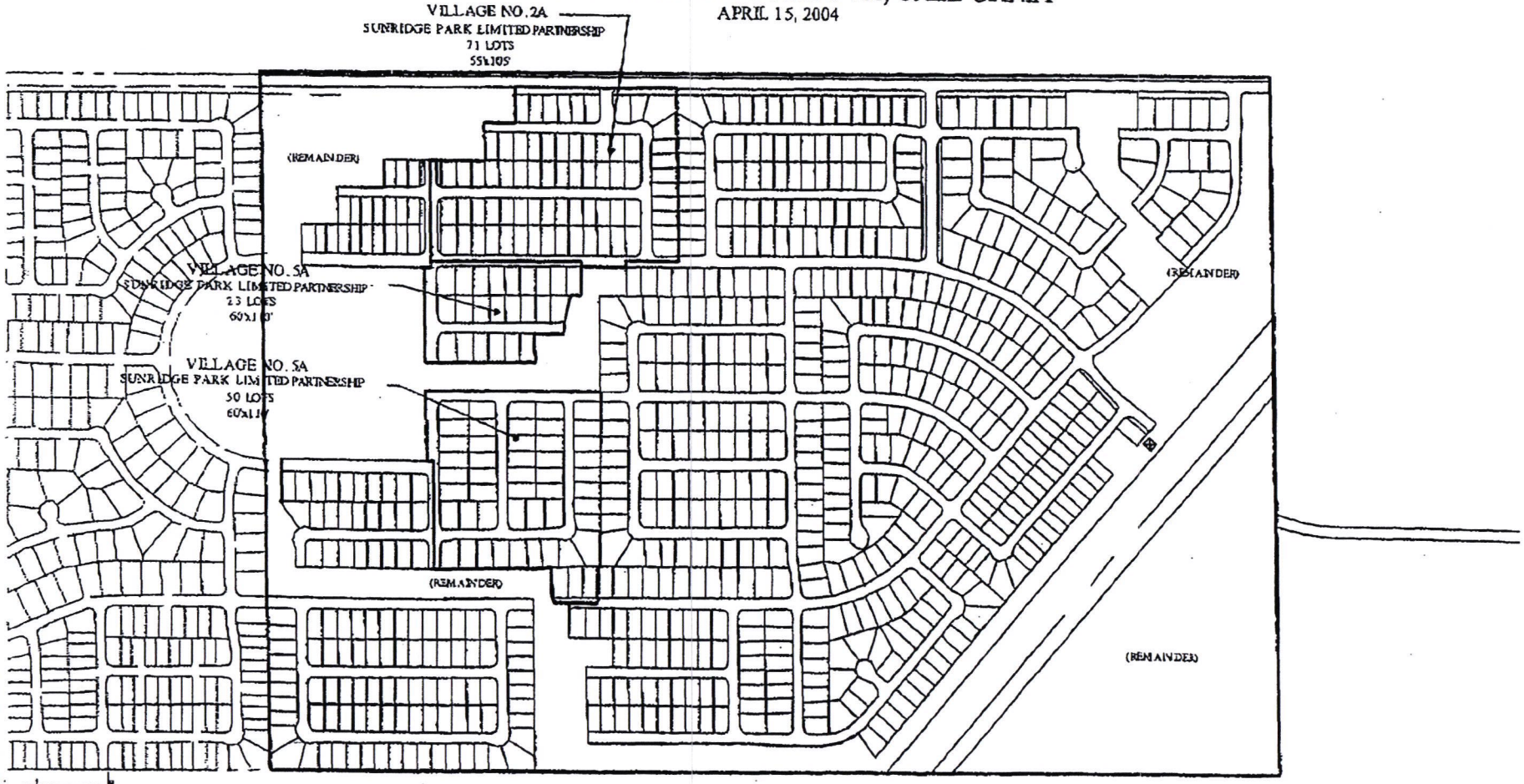
PROPERTY OWNERS EXHIBIT

SUNRIDGE PARK

VILLAGES 2A & 5A
AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 12 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Village 9A & 10A and a Portion of Unit A, Owned by Beazer Homes Holdings Corporation; RC 03-001

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Sunridge Park project, a Large Lot (14 Villages) and Small Lot Tentative Map for 801 single family lots were submitted for City approval and the project owner, Sunridge Park LLC, has agreed to the special tax. Prior to conducting this police tax election, however, the owner sold the property to five entities, each of which has agreed to the special tax for police services for the portion of the Sunridge Park subdivision that it owns. A separate tax zone is being created contiguous to the boundaries of the property each entity owns. A separate tax zone is being created contiguous to the boundaries of the property each entity owns. Zone 12 is contiguous with the boundaries of the property owned by Beazer Homes Holdings Corporation. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared on July 19, 2004.

693275v1

AGENDA ITEM # 19

MOTION

"I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Sunridge Park Subdivision, Village 9A & 10A and a Portion of Unit A

2. Resolution Creating Special Tax Area Zone 12

CITY OF RANCHO CORDOVA

ORDINANCE NO. 30-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NOS. 9A & 10A AND A PORTION OF UNIT A

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 12 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 12.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 12" ("Zone 12") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 12 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 12 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 12 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 12 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year

subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 12 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. **Costs of Administration by County.**

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 12 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 12 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

[*Legal Description of Village No. 9A & 10A and a Portion of Unit A, Sunridge Park*]

EXHIBIT A TO ORDINANCE

DESCRIPTION OF PROPERTY
BEAZER HOMES HOLDINGS CORPORATION

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lots 12 and 13 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

VILLAGE 9A
Being a portion of said Lot 12.

Beginning at a the Northwest corner of said Lot 12; thence from said **POINT OF BEGINNING** along the North line of said Lot 12, North 89°35'04" East a distance of 42.50 feet; thence leaving said North line of Lot 12, South 00°24'56" East a distance of 134.90 feet to a point on the westerly line of said Lot 12; thence along said Westerly line of said Lot 12 for the following four (4) arcs, courses and distances:

1. South 89°35'04" West a distance of 62.50 feet;
2. North 00°24'56" West a distance of 85.90 feet to a point of curvature;
3. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00"; and
4. North 00°24'56" West a distance of 29.00 feet to the Point of Beginning.

Containing 7,765 square feet of land, more or less.

TOGETHER WITH the following:

Beginning at the Northeast corner of said Lot 12; thence from said **POINT OF BEGINNING** along the Easterly, Southerly and Westerly line of said Lot 12 for the following five (5) courses and distances:

1. South 00°24'56" East a distance of 529.90 feet;
2. thence South 89°35'04" West a distance of 707.50 feet;
3. thence North 00°24'56" West a distance of 290.00 feet;
4. thence North 89°35'04" East a distance of 110.00 feet; and
5. thence North 00°24'56" West a distance of 105.00 feet;

thence leaving said Westerly line of Lot 12, North 89°35'04" East a distance of 385.00 feet; thence North 00°24'56" West a distance of 134.90 feet to a point on the North line of said Lot 12; thence along said North line of said Lot 12, North 89°35'04" East a distance of 212.50 feet to the Point of Beginning.

Containing 6.809 acres of land, more or less.

VILLAGE 10A
Being a portion of said Lot 13.

Beginning at the Northwest corner of said Lot 13; thence from said **POINT OF BEGINNING** along the Northerly line of said Lot 13, North 89°35'04" East a distance of 136.19 feet to a point of curvature; thence along said Northerly line of said Lot 13, 114.51 feet along the arc of a tangent 600.00 foot radius curve to the left through a central angle of 10°56'04"; thence leaving said Northerly line of said Lot 13 for the following six (6) courses and distances:

1. South 00°24'56" East a distance of 137.03 feet;
2. North 78°05'54" East a distance of 66.13 feet;
3. North 72°13'33" East a distance of 240.20 feet;
4. North 47°04'30" East a distance of 55.35 feet;
5. North 40°38'57" East a distance of 44.52 feet; and
6. North 40°22'39" West a distance of 144.11 feet to a point of curvature situate on the Northerly line of said Lot 13;

thence along the Northerly, Easterly, Southerly and Westerly lines of said Lot 13 for the following eight (8) arcs, courses and distances:

1. from a radial line which bears South 40°22'39" East, 93.97 feet along the arc of a non-tangent 600.00 foot radius curve to the left through a central angle of 08°58'24";
2. North 40°38'57" East a distance of 107.01 feet;
3. South 49°21'03" East a distance of 390.00 feet;
4. South 40°38'57" West a distance of 785.26 feet;
5. North 40°09'33" West a distance of 109.31 feet to a point of curvature;
6. from a radial line which bears South 40°09'33" East, 156.77 feet along the arc of a non-tangent 226.00 foot radius curve to the right through a central angle of 39°44'37";
7. South 89°35'04" West a distance of 222.69 feet; and
8. North 00°24'56" West a distance of 529.90 feet to the True Point of Beginning.

Containing 9.355 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

Exhibit B

[Map of Property]

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** TOTAL PAGE.05 **

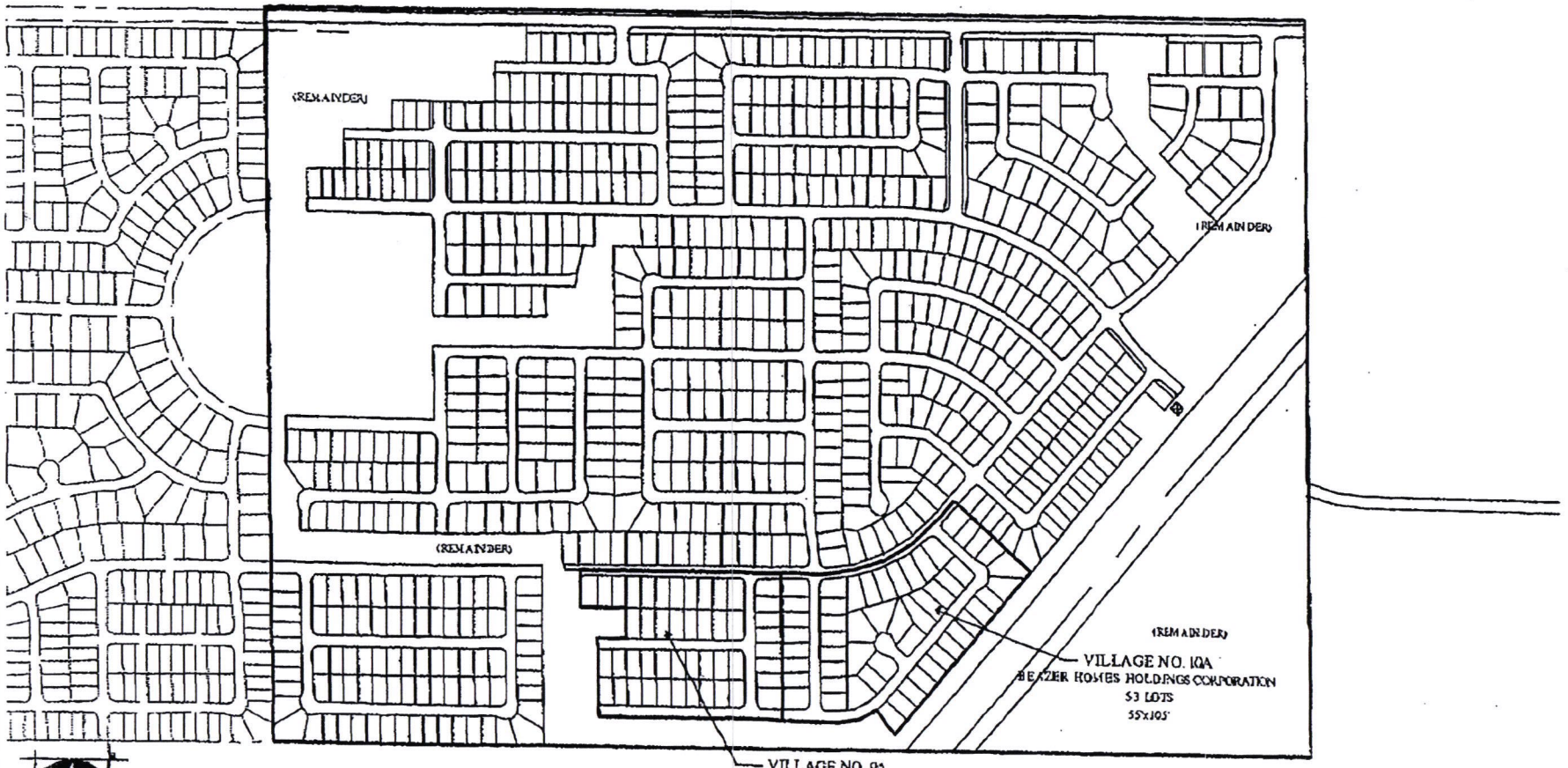
PROPERTY OWNERS EXHIBIT

SUNRIDGE PARK

VILLAGES 9A & 10A
AND A PORTION OF UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

EXHIBIT B TO ORDINANCE



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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 91 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 12 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE SUNRIDGE PARK SUBDIVISION, VILLAGE NO. 9A & 10A AND A PORTION OF UNIT A

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 12 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 12; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 12 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Sunridge Park subdivision, owned by Sunridge Park LLC, and represented by River-West Investments, was approved by the City on January 20, 2004. The approval allowed subdivision of a 244 acre site into 801 residential lots; and

WHEREAS, after approval of the subdivision, Sunridge Park LLC sold a portion of its property to Beazer Homes Holdings Corporation, and the remainder to other entities; and

WHEREAS, this Resolution addresses the approximately 19.3 acres (100 residential lots) owned by Beazer Homes Holdings Corporation; and

WHEREAS, Beazer Homes Holdings Corporation has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval; and

WHEREAS, the initial tax is to be $ 250 per residential parcel and $.015 for each square foot of gross parcel area for any non-residential land use categories (except recreational and agricultural); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 12 is a person who owns real property within Zone 12 at the time Ordinance No. ___-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 12 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 30 -2004 adopted this date is to be presented for approval of the voters of Zone 12 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 30 -2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 12 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A

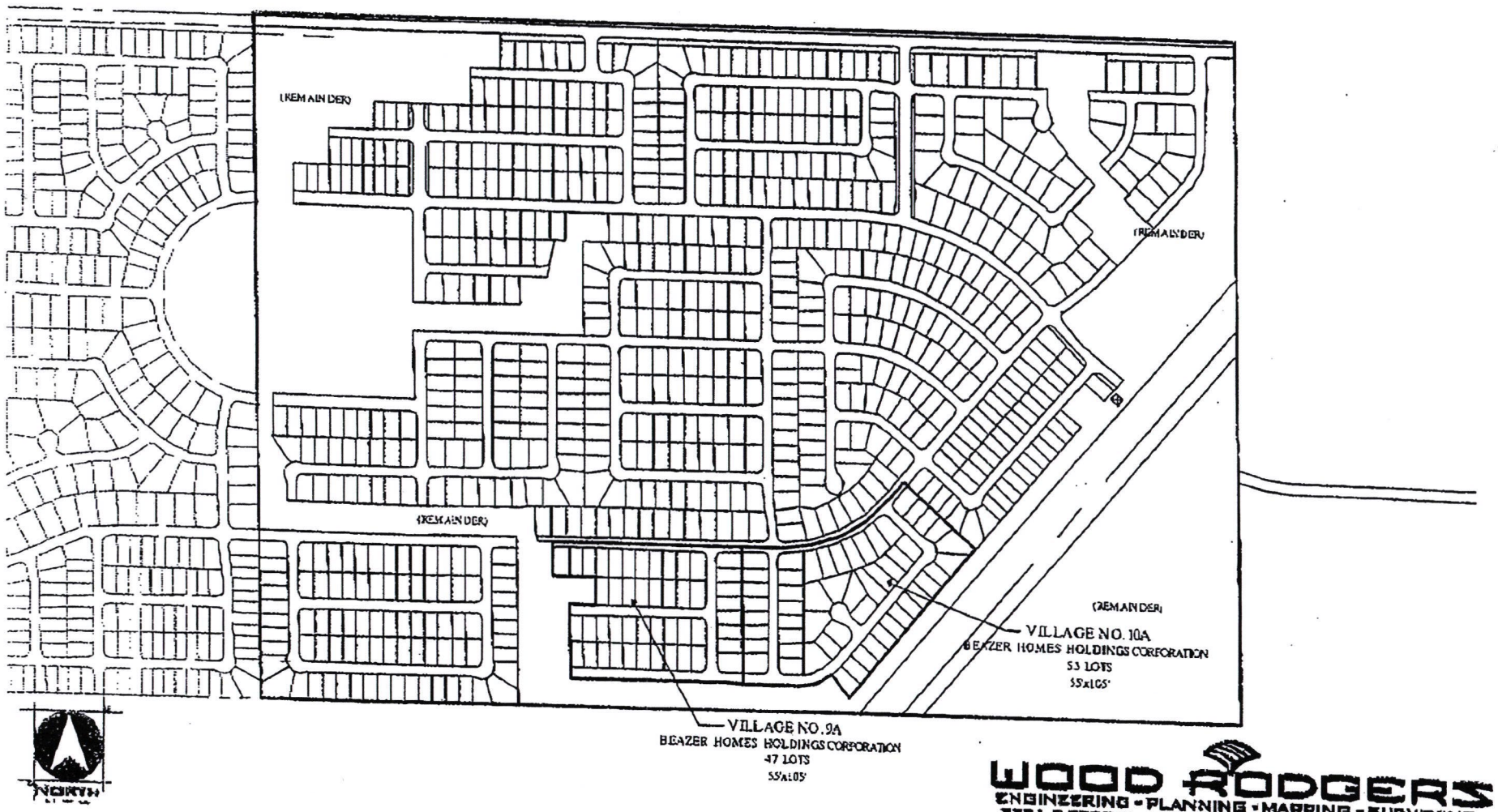
[Legal Description of Village 9A & 10A and a Portion of Unit A]

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PROPERTY OWNERS EXHIBIT
SUNRIDGE PARK
VILLAGES 9A & 10A
AND A PORTION OF UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

EXHIBIT A TO RESOLUTION



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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760

Staff Report

Date: June 21, 2004

To: Honorable City Council

From: Adam Lindgren, Assistant City Attorney

Subject: A Resolution Creating Special Tax Area Zone 13 and an Ordinance Establishing a Special Tax for Police Protection Services for the Sunridge Park Subdivision, Unit A, Owned by Sunridge Investors, LLC; RC 03-001

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance.

DISCUSSION

The City has determined that the cost of providing City law enforcement services will exceed existing municipal revenues. Government Code §53978 provides a statutory basis for the adoption of a special tax for police services. The City Council adopted Resolution No. 30-2003 at the July 1, 2003 City Council meeting providing for a special tax for police services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance creating the special tax.

For the Sunridge Park project, a Large Lot (14 Villages) and Small Lot Tentative Subdivision Map for 801 single family lots, and related documents, were submitted for City approval and the project owner, Sunridge Park LLC, agreed to the special tax. Prior to conducting this police tax election, however, the owner sold the property to five entities, each of which has agreed to the special tax for police services for the portion of the Sunridge Park subdivision that it owns. A separate tax zone is being created contiguous to the boundaries of the property each entity owns. Zone 13 is contiguous with the boundaries of the property owned by Sunridge Investors, LLC. Pursuant to the ordinance, the ballots will be returned and tabulated by the City and the results declared on July 19, 2004.

693276v1

AGENDA ITEM # 20

MOTION

""I move that the City Council adopt the attached resolution, and waive the first reading and introduce the attached ordinance."

ATTACHMENTS

1. Ordinance Establishing a Special Tax for Police Protection Subject to Voter Approval within the Sunridge Park Subdivision, Unit A.

2. Resolution Creating Special Tax Area Zone 13.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 29-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE SUNRIDGE PARK SUBDIVISION, UNIT A

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 13 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 13.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 13" ("Zone 13") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 13 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 13 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 13 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 13 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any

increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 13 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For First Fiscal Year	X (Consumer Price Index for April of immediately Preceding Fiscal Year / (Consumer Price Index for First Fiscal Year of Levy)

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. **Costs of Administration by County.**

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 13 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 13 in an election to be held on July 19, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 6th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Exhibit A

[*Legal Description of Unit A, Sunridge Park*]

EXHIBIT A TO ORDINANCE

DESCRIPTION OF PROPERTY
SUNRIDGE INVESTORS, LLC

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lots 1, 2, 3, 4, 6, 8, 9, 10, 11, 12 , 13 and 14 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

UNIT A (AREA 1)
Being a portion of said Lots 1, 2, 3, 4, 6, 9, 10 and 14.

Beginning at a three quarter inch (3/4") iron pipe with plug stamped L.S. 7944 marking the centerline intersection of Borderlands Drive and Canyonlands Drive as shown on said Final Map; thence from said **POINT OF BEGINNING**, along the Westerly line of said Lot 14 for the following three (3) arcs, courses and distances:

1. from a radial line which bears North 39°05'01" West, 25.45 feet along the arc of a non-tangent 500.00 foot radius curve to the left through a central angle of 02°54'58";
2. South 48°00'01" West a distance of 35.05 feet to a point of curvature; and
3. 44.36 feet along the arc of a tangent 500.00 foot radius curve to the left through a central angle of 05°04'59";

thence leaving said Westerly line of Lot 14, South 47°04'58" East a distance of 25.00 feet; thence South 49°21'03" East a distance of 114.63 feet; thence South 40°38'57" West a distance of 595.00 feet; thence North 49°21'03" West a distance of 140.00 feet to a point of the Easterly line of said Lot 10; thence along said Easterly line of Lot 10, North 40°38'57" East a distance of 570.19 feet; thence leaving said Easterly line of Lot 10, for the following fifteen (15) courses and distances:

1. North 49°21'03" West a distance of 85.02 feet;
2. North 46°58'19" West a distance of 54.66 feet;
3. North 50°36'50" West a distance of 54.66 feet;
4. North 54°15'22" West a distance of 54.66 feet;
5. North 57°53'53" West a distance of 54.66 feet;
6. North 61°32'24" West a distance of 54.66 feet;
7. North 65°10'55" West a distance of 54.66 feet;
8. North 68°49'27" West a distance of 54.66 feet;
9. North 72°27'58" West a distance of 54.66 feet;
10. North 76°06'29" West a distance of 54.66 feet;
11. North 79°45'00" West a distance of 54.66 feet;
12. North 83°23'31" West a distance of 54.66 feet;
13. North 86°42'00" West a distance of 54.67 feet;
14. South 89°35'04" West a distance of 329.46 feet; and
15. North 00°24'56" West a distance of 140.00 feet to a point on the North line of said Lot 10;

thence along the North line of said Lot 10, South 89°35'04" West a distance of 82.50 feet; thence along said North line of Lot 9, South 89°35'04" West a distance of 87.50 feet; thence leaving said North line of Lot 9, South 00°24'56" East a distance of 140.00 feet; thence South 89°35'04" West a distance of 550.00 feet to a point on the West line of said Lot 9; thence along said West line of Lot 9, North 00°24'56" West a distance of 115.00 feet; thence leaving said West line of Lot 9, along the South line of said Lot 2, South 89°35'04" West a distance of 180.00 feet; thence leaving said South line of Lot 2, along the East line of said Lot 6, South 00°24'56" East a distance of 115.00 feet; thence leaving said East line of Lot 6,

South 89°35'04" West a distance of 615.50 feet to a point on the West line of said Lot 6; thence along said West line of Lot 6, North 00°24'56" West a distance of 87.00 feet to a point of curvature; thence leaving said West line of Lot 6, along the South line of said Lot 1, 31.42 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 90°00'00"; thence leaving said South line of Lot 1 for the following eleven (11) arcs, courses and distances:

1. North 00°24'56" West a distance of 58.00 feet;
2. North 89°35'04" East a distance of 5.00 feet;
3. North 00°24'56" West a distance of 4.00 feet to a point of curvature;
4. from a radial line which bears South 00°24'56" East, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 26°44'37";
5. North 00°24'56" West a distance of 215.72 feet to a point of curvature;
6. from a radial line which bears North 26°19'42" East, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 26°44'37";
7. South 89°35'04" West a distance of 6.00 feet;
8. North 00°24'56" West a distance of 40.00 feet;
9. North 89°35'04" East a distance of 6.00 feet to a point of curvature;
10. 9.34 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 26°44'37"; and
11. North 00°24'56" West a distance of 102.86 feet to a point on the North line of said Lot 1;

thence along said North line of Lot 1, North 89°35'04" East a distance of 39.00 feet; thence leaving said North line of Lot 1, along the West line of said Lot 2, North 89°35'04" East a distance of 39.00 feet; thence leaving said West line of said Lot 2 for the following thirteen (13) arcs, courses and distances:

1. South 00°24'56" East a distance of 102.86 feet to a point of curvature;
2. from a radial line which bears South 26°19'42" West, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 26°44'37";
3. North 89°35'04" East a distance of 6.00 feet;
4. South 00°24'56" East a distance of 40.00 feet;
5. North 90°00'00" West a distance of 6.00 feet to a point of curvature;
6. 9.34 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 26°44'37";
7. South 00°24'56" East a distance of 102.86 feet;
8. North 89°35'04" East a distance of 793.50 feet to a point on the centerline of Edyth Lake Way;
9. along said centerline of Edyth Lake Way, North 00°24'56" West a distance of 250.00 feet;
10. leaving said centerline of Edyth Lake Way, South 89°35'04" West a distance of 187.50 feet;
11. North 00°24'56" West a distance of 125.00 feet to a point of the centerline of Edyth Lake Way;
12. along said centerline of Edyth Lake Way, North 89°35'04" East a distance of 47.50 feet to the centerline intersection of Edyth Lake Way and Awahnee Drive as shown on said final map; and
13. along said centerline of Awahnee Drive, North 00°24'56" West a distance of 120.44 feet to a point on the North line of said Lot 2;

thence along said North line of said Lot 2 for the following five (5) arcs, courses and distances:

1. North 89°35'04" East a distance of 25.00 feet;
2. North 00°24'56" West a distance of 6.35 feet;
3. North 44°35'04" East a distance of 2.83 feet to a point of curvature;
4. from a radial line which bears South 89°35'04" West, 5.97 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 13°41'28"; and
5. North 89°23'21" East a distance of 237.29 feet to a point on the West line of said Lot 3;

thence along said West line of Lot 3, South 00°24'56" East a distance of 654.52 feet to the Southwest corner of said Lot 3; thence along said South line of Lot 3, North 89°35'04" East a distance of 207.50 feet; thence leaving said South line of Lot 3 for the following ten (10) arcs, courses and distances:

1. North 00°24'56" West a distance of 144.00 feet;
2. North 89°35'04" East a distance of 754.50 feet;
3. North 00°24'56" West a distance of 350.54 feet to a point of curvature;
4. from a radial line which bears North 26°19'42" East, 7.68 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 22°00'39" to a point of reverse curvature;
5. 9.34 feet along the arc of a tangent 226.00 foot radius curve to the right through a central angle of 02°22'00" to a point of reverse curvature;
6. 7.06 feet along the arc of a tangent 186.00 foot radius curve to the left through a central angle of 02°10'24";
7. North 04°30'39" East a distance of 40.00 feet to a point of reverse curvature;
8. from a radial line which bears North 04°30'39" East, 6.00 feet along the arc of a non-tangent 226.00 foot radius curve to the right through a central angle of 01°31'16" to a point of reverse curvature;
9. 11.59 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 33°11'28"; and
10. North 00°24'56" West a distance of 118.21 feet to a point on the North line of said Lot 3;

thence along the North line of said Lot 3 for the following five (5) arcs, courses and distances:

1. North 89°23'21" East a distance of 8.25 feet to a point of curvature;
2. from a radial line which bears North 75°30'10" East, 6.14 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 14°04'55";
3. North 89°35'04" East a distance of 6.00 feet;
4. South 00°24'56" East a distance of 6.00 feet; and
5. North 89°35'04" East a distance of 27.00 feet to a point on the North line of said Lot 4;

thence along said North line of Lot 4 for the following five (5) arcs, courses and distances:

1. North 89°35'04" East a distance of 27.00 feet;
2. North 00°24'56" West a distance of 6.40 feet;
3. North 89°35'04" East a distance of 6.00 feet to a point of curvature;
4. from a radial line which bears South 89°35'04" West, 5.97 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 13°41'28"; and
5. North 89°23'21" East a distance of 8.29 feet;

thence leaving said North line of Lot 4 for the following eleven (11) arcs, courses and distances:

1. South 00°24'56" East a distance of 119.83 feet to a point of curvature;
2. from a radial line which bears South 26°19'42" West, 9.40 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 26°56'20";
3. South 00°36'39" East a distance of 40.00 feet;
4. South 89°23'21" West a distance of 3.27 feet to a point of curvature;
5. 9.27 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 26°32'54";
6. South 00°24'56" East a distance of 351.48 feet;
7. South 76°42'03" East a distance of 219.71 feet;
8. South 68°14'04" East a distance of 71.09 feet;
9. South 58°11'35" East a distance of 140.00 feet;
10. South 52°28'09" East a distance of 227.09 feet;
11. South 42°21'39" West a distance of 157.00 feet to a point of curvature on the South line of said Lot 4;

thence along said South line of Lot 4, from a radial line which bears North 42°21'39" East, 98.43 feet along the arc of a non-tangent 1000.00 foot radius curve to the right through a central angle of 05°38'23"; thence along said South line of Lot 4, South 41°59'59" East a distance of 32.82 feet to the Point of Beginning.

Containing 21.536 acres of land, more or less.

UNIT A (AREA 2)
Being a portion of said Lots 10 and 13.

Beginning at the most southerly corner of said Lot 10 as shown on said Final Map; thence from said **POINT OF BEGINNING**, along the West line of said Lot 10, North 13°34'29" West a distance of 140.00 feet; thence leaving said West line of Lot 10 for the following seven (7) courses and distances:

1. North 73°06'29" East a distance of 53.23 feet;
2. North 66°28'26" East a distance of 53.23 feet;
3. North 59°50'23" East a distance of 53.23 feet;
4. North 53°12'19" East a distance of 53.23 feet;
5. North 51°34'27" East a distance of 57.87 feet;
6. North 40°38'57" East a distance of 129.73 feet; and
7. South 49°21'03" East a distance of 135.00 feet to a point on the South line of said Lot 10;

thence along said South line of Lot 10, South 40°38'57" West a distance of 112.69 feet to a point of curvature; thence along said South line of Lot 10, 93.97 feet along the arc of a tangent 600.00 foot radius curve to the right through a central angle of 08°58'24"; thence leaving said South line of Lot 10 for the following seven (7) courses and distances:

1. South 40°22'39" East a distance of 144.11 feet;
2. South 40°38'57" West a distance of 44.52 feet;
3. South 47°04'30" West a distance of 55.35 feet;
4. South 72°13'33" West a distance of 240.20 feet;
5. South 78°05'54" West a distance of 66.13 feet;
6. North 00°24'56" West a distance of 111.58 feet; and
7. North 10°54'27" West a distance of 25.00 feet to a point of curvature on the North line of said Lot 13;

thence along said North line of Lot 13, from a radial line which bears South 10°54'27" East, 27.93 feet along the arc of a non-tangent 600.00 foot radius curve to the left through a central angle of 02°40'02" to the Point of Beginning.

Containing 2.571 acres of land, more or less.

UNIT A (AREA 3)
Being a portion of said Lots 8, 9 and 12.

Beginning at the Northeast corner of said Lot 12; thence from a said **POINT OF BEGINNING** along the North line of said Lot 12, South 89°35'04" West a distance of 212.50 feet; thence leaving said North line of Lot 12, South 00°24'56" East a distance of 134.90 feet; thence South 89°35'04" West a distance of 385.00 feet to a point on the West line of said Lot 12; thence along said West line of Lot 12, South 89°35'04" West a distance of 110.00 feet; thence leaving said West line of Lot 12, North 00°24'56" West a distance of 134.90 feet to a point on the South line of said Lot 8; thence along said South line of Lot 8, South 89°35'04" West a distance of 126.71 feet; thence along said South line of

Lot 8, North 00°24'56" West a distance of 140.00 feet; thence leaving said South line of Lot 8, North 89°35'04" East a distance of 195.00 feet to a point of the West line of said Lot 9; thence along said West line of Lot 9, North 89°35'04" East a distance of 2.50 feet; thence leaving said West line of Lot 9, North 89°35'04" East a distance of 657.50 feet; thence South 00°24'56" East a distance of 140.00 feet to a point on the South line of said Lot 9; thence along said South line of Lot 9, South 89°35'04" West a distance of 20.79 feet to the Point of Beginning.

Containing 4.281 acres of land, more or less.

UNIT A (AREA 4)
Being a portion of said Lot 11.

Beginning at a three quarter inch (3/4") iron pipe with plug stamped L.S. 7944 marking the centerline intersection of Borderlands Drive and Timberland Drive as shown on said Final Map; thence from said **POINT OF BEGINNING** along the centerline of Borderlands Drive, North 89°35'04" East a distance of 164.21 feet; thence leaving said centerline of Borderlands Drive, South 00°24'56" East a distance of 135.00 feet; thence South 89°35'04" West a distance of 220.00 feet; thence North 00°24'56" West a distance of 135.00 feet to a point on the centerline of Borderlands Drive; thence along said centerline of Borderlands Drive, North 89°35'04" East a distance of 55.79 feet to the Point of Beginning.

Containing 29700 square feet of land, more or less.

UNIT A (AREA 5)
Being a portion of said Lot 8.

Beginning at a three-quarter inch (3/4") iron pipe with plug stamped L.S 7944 marking the centerline intersection of Hetch Hechy Drive and Timberland Drive as shown on said Final Map; thence from said **POINT OF BEGINNING** along the West line of said Lot 8 for the following three (3) courses and distances:

1. North 00°24'56" West a distance of 53.00 feet;
2. South 89°35'04" West a distance of 33.00 feet; and
3. North 00°24'56" West a distance of 119.63 feet;

thence leaving said West line of Lot 8, North 89°35'04" East a distance of 173.00 feet; thence South 00°24'56" East a distance of 302.50 feet; thence South 89°35'04" West a distance of 140.00 feet to a point on the West line of said Lot 8; thence along said West line of Lot 8, North 00°24'56" West a distance of 129.87 feet to the Point of Beginning.

Containing 1.063 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires December 31, 2005

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

Exhibit B

[Map of Property]

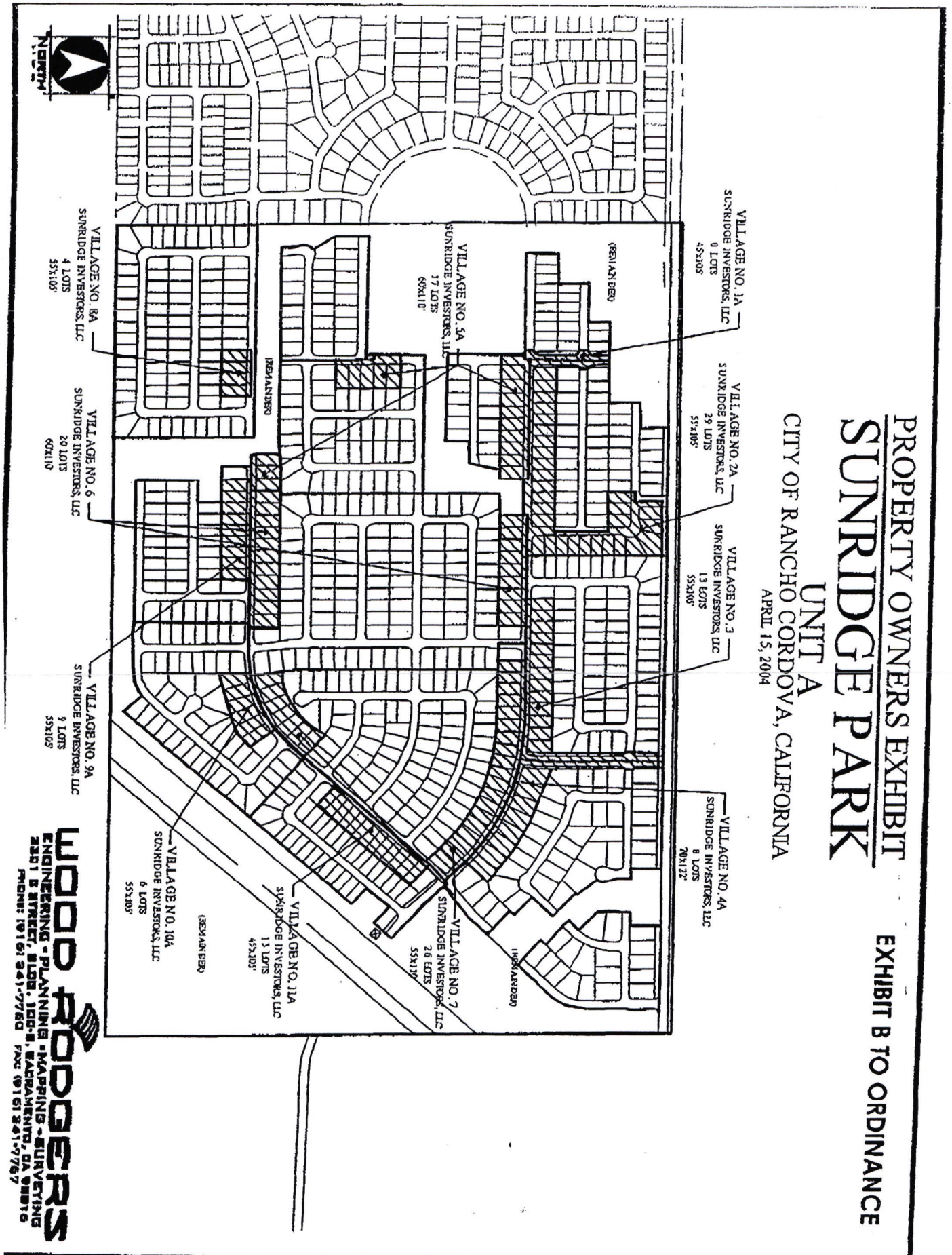

PROPERTY OWNERS EXHIBIT
SUNRIDGE PARK
UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA
APRIL 15, 2004
EXHIBIT B TO ORDINANCE
NORTH
VILLAGE NO. 1A
SUNRIDGE INVESTORS, LLC
0 LOTS
45'x105'
(REMAINDER)
VILLAGE NO. 2A
SUNRIDGE INVESTORS, LLC
29 LOTS
55'x105'
VILLAGE NO. 3
SUNRIDGE INVESTORS, LLC
13 LOTS
55'x105'
VILLAGE NO. 4A
SUNRIDGE INVESTORS, LLC
8 LOTS
70'x122'
VILLAGE NO. 5A
SUNRIDGE INVESTORS, LLC
17 LOTS
65'x110'
(REMAINDER)
VILLAGE NO. 6
SUNRIDGE INVESTORS, LLC
29 LOTS
65'x110'
VILLAGE NO. 8A
SUNRIDGE INVESTORS, LLC
4 LOTS
55'x105'
VILLAGE NO. 9A
SUNRIDGE INVESTORS, LLC
9 LOTS
55'x105'
VILLAGE NO. 7
SUNRIDGE INVESTORS, LLC
26 LOTS
55'x110'
(REMAINDER)
VILLAGE NO. 11A
SUNRIDGE INVESTORS, LLC
13 LOTS
45'x105'
(REMAINDER)
VILLAGE NO. 10A
SUNRIDGE INVESTORS, LLC
6 LOTS
55'x105'
WOOD RODGERS
ENGINEERING - PLANNING - MAPPING - SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX (916) 341-7767

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 98 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 13 WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR THE SUNRIDGE PARK SUBDIVISION, UNIT A

RECITALS

WHEREAS, it is the intention of the City Council to create Zone 13 within the City of Rancho Cordova Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 13; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 13 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the Sunridge Park subdivision, owned by Sunridge Park LLC, and represented by River-West Investments, was approved by the City on January 20, 2004. The approval allowed subdivision of a 244 acre site into 801 residential lots; and

WHEREAS, after approval of the subdivision, Sunridge Park LLC sold a portion of its property to Sunridge Investors, LC, and the remainder to other entities; and

WHEREAS, this Resolution addresses the approximately 30.1 acres (145 residential lots) owned by Sunridge Investors, LC; and

WHEREAS, Sunridge Investors, LC has agreed to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval; and

WHEREAS, the initial tax is to be $ 250 per residential parcel and $.015 for each square foot of gross parcel area for any non-residential land use categories (except recreational and agricultural); and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 13 is a person who owns real property within Zone 13 at the time Ordinance No. ___-2004 is adopted, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office.

NOW, THEREFORE, be it resolved as follows:

1. That portion of the City of Rancho Cordova described in Exhibit A is established as Zone 13 of the Rancho Cordova Special Police Tax Area.

2. That Ordinance No. 29-2004 adopted this date is to be presented for approval of the voters of Zone 13 by a mail ballot election, to be held on July 19, 2004. The ballot proposition shall read as follows:

> "Shall Ordinance No. 29-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 13 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

ADOPTED, THIS 21st day of June, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

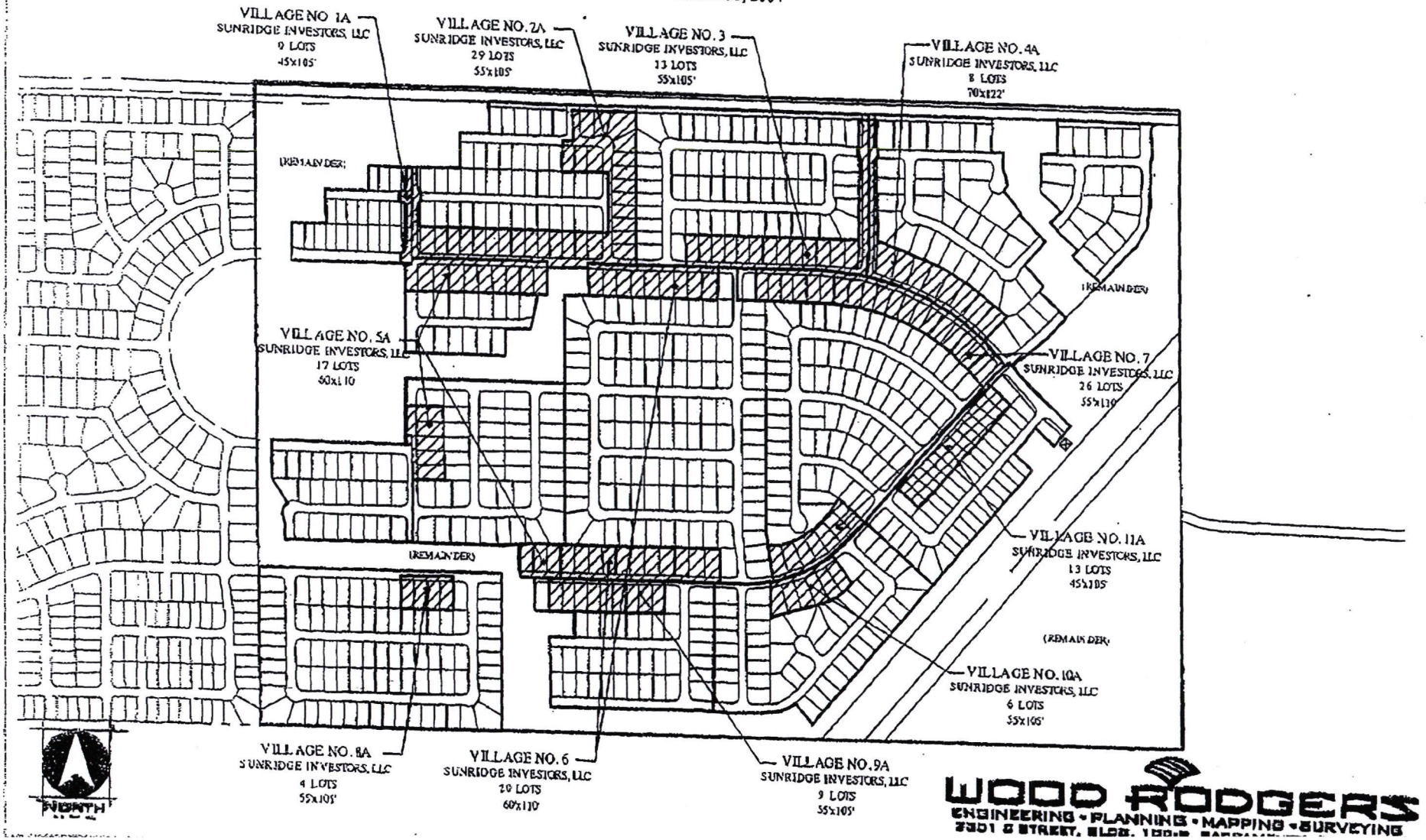
_____
CITY CLERK

Exhibit A

[Legal Description - Map Showing Unit A]

PROPERTY OWNERS EXHIBIT
SUNRIDGE PARK
UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA
APRIL 15, 2004

EXHIBIT A TO RESOLUTION



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B

Memorandum

Agenda date: June 21, 2004

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: SERVICES AGREEMENT PLAN FOR STREET MAINTEANNCE SERVICES WITH COUNTY OF SACRAMENTO DEPARTMENT OF TRANSPORTION

BACKGROUND:

Shortly after the incorporation, City staff initiated a process to identify options available to the City for providing street maintenance services. City staff visited the Cities of Elk Grove and Citrus Heights and met with the Public Works staff. Street maintenance services to Citrus Heights are provided by the County and similar services are provided to Elk Grove by MCE. Proposals were solicited from Sacramento County Department of Transportation (DOT) and a private contractor (MCE).

The costs associated with the services offered by MCE Corporation and the County DOT are comparable. However, after careful evaluation of both proposals and because of the complexity of the work involved staff believes it is advantageous to proceed with a contract with the Sacramento County Department of Transportation at this time.

DISCUSSION:

The following is a summary of the road maintenance services described within the Service Agreement Plan that will be provided by the County DOT to the City. A copy of the DOT of the proposals is attached.

Traffic Signal Maintenance
Traffic Signal Operations
Traffic Signs, Striping and Markings Maintenance
Pavement & Roadside Maintenance
Bridge Maintenance
Trees/Landscape and Roadside Maintenance
Storm Response
Hazardous Materials Response

AGENDA ITEM # 21

General Maintenance & Operation Engineering and Support
Contract Landscape
Contract Management/Support
Traffic Engineer (interim 6 month support)

The County of Sacramento, Department of Transportation is highly qualified to provide the wide range of services needed by the City. Among the County's qualifications as a service provider is a dedicated work force who are familiar with the City's infrastructure. The County has a modern and well maintained fleet of vehicles and equipment and has immediate access to tools and supplies to perform maintenance services. All of the County's maintenance facilities and corporation yards are close to the City enabling fast response to emergency situations.

The County has established various performance measures to enhance the services the City will receive such as the Traffic Operations Center which allows staff to view major roadways and provides the ability to modify traffic signal timing to enhance traffic flow.

The County's Customer Service Center has 24 hour, 7 days per week communication for emergency calls and dispatching appropriate staff and equipment and can interact with other Departments and emergency services such as the City Police, the Highway Patrol and CALTRANS.

The County's Computer Maintenance Management System tracks and analyses maintenance issues, priorities, infrastructure assets and will assist the City in formulating a long range maintenance plan tailored specifically to the City's objectives and budgets.

The total cost of the Service Agreement is $1,078,690 per year. This cost includes $75,000 for a supplemental fund. Together with $30,000 for the interim six (6) months of traffic engineering services, the total cost for the 04/05 year is $1,108,690. The term of the contract is for three (3) years and the City has the option of extending the contract for additional one year periods.

The City Public Works Department will monitor and oversee all programs and activities. City staff will manage the expenditure of the contingency (supplemental) funds and all activities outside of the normal routine maintenance and operations scope will be approved by City staff.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the execution of the contract for Transportation Operations and Maintenance Services with The County of Sacramento DOT for the not to exceed annual cost of $1,108,690.

Exhibits
Resolution

RESOLUTION NO. 86-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY TO PROVIDE STREET MAINTENANCE SERVICES

Now Therefore, Be It Resolved, the City Council of the City of Rancho Cordova does hereby agree that it is desirable to establish a contract with the County of Sacramento to provide Street Maintenance Services through execution of the attached Cooperative Agreement Between the County of Sacramento and the City.

Passed and Adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Lillian Hare, City Clerk

Draft

TRANSPORTATION OPERATIONS AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE COUNTY OF SACRAMENTO

THIS AGREEMENT for transportation, operations and maintenance services is made by and between the City of Rancho Cordova ("City") and the County of Sacramento ("County") (together sometimes referred to as the "Parties") as of July 1, 2004 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2007. Until terminated by one or both Parties pursuant to Section 8 hereof, this Agreement will automatically renew after June 30, 2007, for additional one year periods through June 30, 2014, a total of ten (10) years. Automatic annual extensions shall be for a term of not less than one (1) full fiscal year. The City shall establish a minimum annual budget of not less than one million dollars ($1,000,000) for each fiscal year during the term of this Agreement. The City agrees to expend and pay the County a minimum of seventy-five percent (75%) of each years budgeted amount for services provided by the County. The City shall be entitled to a reduction in this minimum annual payment only to the extent that County failed to provide direct services equivalent to 75% of the budgeted amount after being requested to do so by the City.

1.2 Standard of Performance. The County shall provide all road operations and maintenance services at such levels and time frames as described in the Service Agreement Plan (Service Plan) which is attached hereto and incorporated herein as Exhibit "A". Those levels of services and time frames shall stay consistent during the term of this Agreement. All work shall be performed to County standards unless authorized by a City official and/or engineer.

1.3 Assignment of Personnel.

The County shall have the responsibility for supervision of personnel, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. County shall be responsible for negotiating and administering all labor relations agreements and personnel rules and procedures between County and its employees rendering services pursuant to this Agreement. County shall be responsible for negotiating and administering all labor relations agreement and personnel rules and procedures between County and its employees rendering services pursuant to this Agreement. The City understands that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements.

Section 2. **COMPENSATION.** City hereby agrees to pay County on a time and materials basis for services to be performed and reimbursable costs incurred under this Agreement. City shall pay County for services rendered pursuant to this Agreement at the time and in the manner set forth herein. With the exception of special projects not described in the Service Plan, the payments specified below shall be the only payments from City to County for services rendered pursuant to this Agreement. County shall submit all invoices to City in the manner specified herein.

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

2.1 **Annual Adjustment of Rates.** The rates for services for fiscal year 2004-05 are set forth in Exhibit B. The County may adjust these rates on an annual basis to reflect increases in its cost of providing services. As a means of establishing appropriate rates for services for fiscal years subsequent to 2004-05, the Director shall prepare and submit to the City by May 1st of each such year during the term of this Agreement, commencing May 1, 2004, a rate schedule that describes the proposed rates for services for the period of July 1 through June 30 of the upcoming fiscal year. The updated rate schedule shall be incorporated into this Agreement by means of a letter agreement between the Director and the City Manager. In the event that the City and the County are unable to agree on a rate schedule by June 30th, the County may unilaterally adopt a rate schedule for the following fiscal year that shall become effective July 1st.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of prior billings and the total due this period;
- Expenditures for services rendered to the City will be captured in the County's accounting system called COMPASS. Order numbers will be assigned to each unique maintenance activity within each maintenance section to capture monthly expenditures. An invoice which shows the aggregate total of all monthly expenditures will be submitted to the City approximately fifteen (15) days after each month has ended. Payment for special projects, contracts, or maintenance activities not described in the Service Plan may be negotiated and documented in a Letter of Understanding.

- The signature of an authorized County representative.

2.3 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services performed, and for authorized reimbursable costs incurred. The City shall remit payment to the County no later than 10 business days after receipt of the invoice. If the City disputes any items or charges on the invoice for a reasonable cause, the City may deduct that disputed charge from the payment, but shall not delay the payment. The amount and reason for such a deduction shall be documented in writing to the County no later than 10 business days from receipt of the invoice. The appropriate parties shall meet no later than 10 business days after the County's receipt of disputed notice to resolve the issue and effect changes to the next billing cycle.

2.4 **Minimum And Total Payment.** City shall guarantee payment of 75%, or $750,000 of each fiscal years minimum budget of one million ($1,000,000). The City shall pay any amount of expenditures for service rendered that exceed each fiscal years total budgeted amount.

2.5 **Hourly Fees.** With the exception of insurance costs which are charged for each labor hour of work performed in the City, fees for work performed by County on an hourly basis shall not exceed the amounts shown on the fee schedule attached as Exhibit B.

2.6 **Reimbursable Expenses.** With the exception of insurance costs, reimbursable expenses, if any, are listed in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City.

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

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

2.9 **Authorization to Perform Services.** The County is authorized to perform annual proactive maintenance, regular scheduled maintenance, maintenance as necessary to eliminate hazardous conditions, emergency response as necessary and maintenance as requested by the City. Refer to Service Plan for maintenance schedules and/or Performance Measures.

Section 3. **FACILITIES AND EQUIPMENT.** County shall, at its sole cost and expense, provide all necessary labor, supervision, equipment, communication facilities, and supplies that may be necessary to perform the services required by this Agreement. City shall be responsible for supplying any special supplies, stationery, notices, forms or similar items that it requires to be issued with City logo, or letterhead. All such items shall be provided at the City's sole cost and expense.

Section 4. **INSURANCE REQUIREMENTS.** Parties acknowledge that County is a self-insured entity. County has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, general commercial and automobile liability, and professional liability. County shall provide City with certificates of self-insurance, or other documentation, which details the scope, limits, and forms of County's self-insurance coverage. County agrees to provide City with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event County is unable to maintain insurance coverage(s) applicable to this Agreement, City shall have the right to terminate this Agreement. See Section 8. for termination notice. Whisenhunt, please edit insurance section, I have only mentioned insurance in section 2.5, 2.6 and termination 8.

Section 5. **INDEMNIFICATION.**

5.1 **City.** 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. For purposes of clarifying City's obligations under this Section 5.1, City and County agree that, notwithstanding Section 6.2, an "agent" of the City shall not include any County officer or employee engaged in the performance of any service pursuant to this Agreement. Furthermore, with respect to public streets, works or property, City and County agree that nothing in this Section 5.1 in 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.

5.2 **County.** 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.

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

Section 6. STATUS OF COUNTY.

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

6.2 **City Agent.** For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the City while performing such services for City, provided that such services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, the City shall not be liable for any act or omission of any County officer or employee unless specifically provided elsewhere in this Agreement and County shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

7.2 **Compliance with Applicable Laws.** County and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, County and any subcontractors shall

comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** This Agreement guarantees a minimum of three (3) years of work so that no notice of termination will serve to terminate this Agreeement prior to June 30, 2007. In order to effect termination of this Agreement as of July 1, 2007, the terminating party must serve a notice of termination on the other party no later than June 30, 2006. After this initial period, this Agreement is subject to termination, without cause, by either party as follows: (i) if a notice of termination is served on or prior to June 30, 2007, the Agreement will terminate as of July 1, 2008, (ii) if a notice is served on or prior to June 30, 2008 the Agreement will terminateas of July 1, 2009, etc. All automatic extensions shall be for a term of not less than one (1) full fiscal year.

The County may terminate this Agreement upon 180 days prior written notice under any of the following circumstances: (i) if any insurance policy obtained by the County to cover its services under this Agreement is cancelled or the insurer declines to renew any such insurance or (ii) the cost of any insurance policy obtained by the County to cover its services under this Agreement is increased by the insurer and the City refuses to increase the County's compensation from the rates identified in the then effective Service Plan in an amount sufficient to offset the increase cost of such insurance or (iii) if any payment required to be made by the City pursuant to Section 2 hereof is not received by the

prescribed time, the County shall provide written notification of such and provide for thirty (30) days in which to cure the late payment. If the City fails to make the payment within thirty (30) days following the notification, the County shall be entitled to terminate this Agreement immediately without further cause.

In the event of termination, County shall be entitled to compensation for services performed to the effective date of termination.

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

8.3 **Assignment and Subcontracting.** City and County recognize and agree that this Agreement contemplates personal performance by County and is based upon a determination of County's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of County. County and City may not assign this Agreement or any interest therein without the prior written approval of the ~~Contract Administrator~~ other party and no assignment shall be of any force or effect unless and until the other party furnishes such written consent.
~~County shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.~~

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

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

8.5.1 Terminate the Agreement;

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

8.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by County.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

10.5 10.6 **Contract Administration.** This Agreement shall be administered on behalf of the City by the City Manager or his/her designee. The Director of Department of Transportation or his/her designee shall administer the Agreement on behalf of the County. All correspondence shall be directed to or through the contract administrators or their respective designee.

10.7 **Notices.** Any written notice to County shall be sent to:

Municipal Services Agency
County Administration Building
827 Seventh Street, Room 304
Sacramento, CA 95814
Attn: Director

Any written notice to City shall be sent to:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Manager

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

10.9 **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.

10.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

* * * * *

The Parties have executed this Agreement as of the Effective Date.

CITY OF RANCHO CORDOVA

_____
Linda Budge, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
Steve Meyers, City Attorney

COUNTY OF SACRAMENTO

_____
Chairperson, Board of Supervisors

Attest:

_____
Clerk of the Board

Approved as to Form:

_____
Deputy County Counsel

654952_2

COUNTY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION

SERVICE AGREEMENT PLAN & BUDGET
FOR FISCAL YEAR 2003-2004

CITY OF RANCHO CORDOVA

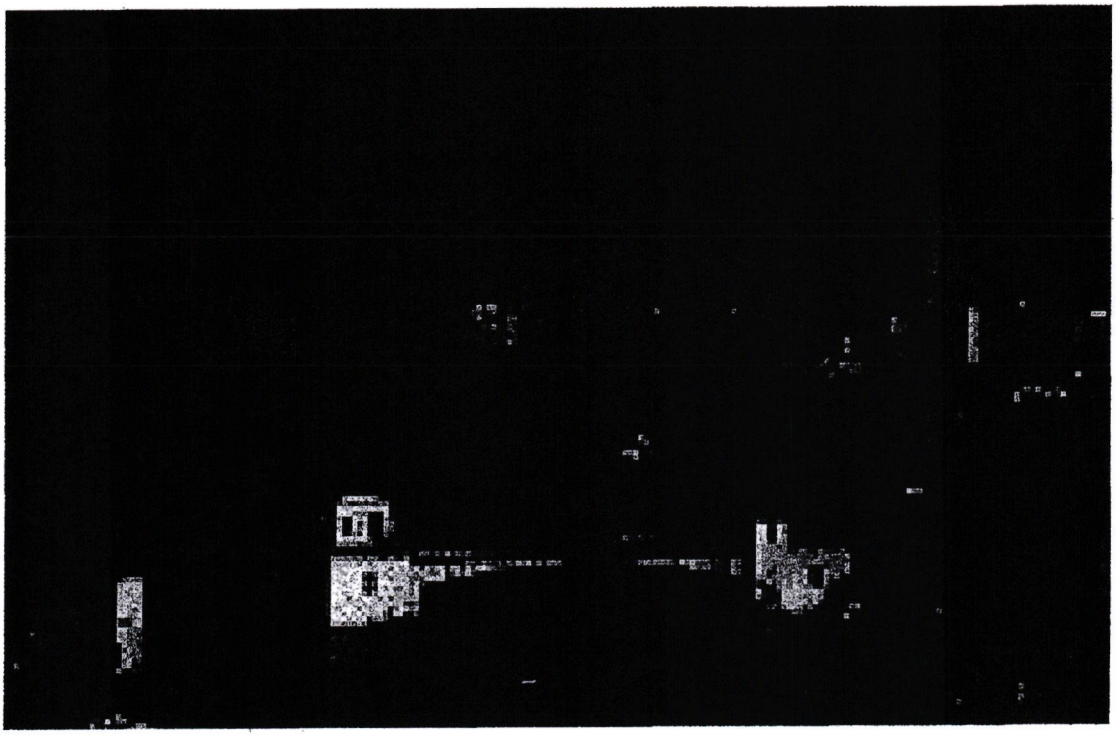


Table of Contents

Executive Summary

Introduction

Qualifications
- County Communications
- Department Customer Service Center
- Department Emergency Response
- Computerized Maintenance Management System
- City Services Representative
- Financial Accounting system

Department of Transportation Infrastructure
- Service Request & Work Order Procedures

General Terms and Conditions

Proposed Budget Summary for 2003 / 2004

Line Item Proposed Budget for 2003 / 2004

Traffic Signal Maintenance

Traffic Signal Operations

Traffic Signs, Striping and Markings Maintenance

Pavement & Roadside Maintenance

Bridge Maintenance

Trees/Landscape and Roadside Maintenance

General Engineering Support For Maintenance

Traffic Engineering

Contract Landscape

Performance Measures

Index

- Sacramento County Department of Transportation Organization Chart
- Department of Transportation Vision, Mission, Values Statement
- Rancho Cordova Service Request Form
- Street Barricade 4-38, 4-39, 4-40 specifications
- List of traffic signalized intersections in the City of Rancho Cordova
- List of nigh time street sweeping locations
- List of bike lanes street sweeping locations
- List of bridges, over crossings and guardrails in the City of Rancho Cordova
- Alphabetical list of roads in Rancho Cordova
- Contract Landscape description and maps

Introduction

The Department of Transportation is pleased to submit this proposal to provide maintenance and operations services to the City of Rancho Cordova. The maintenance services described within this Service Agreement Plan are generally considered necessary to maintain and prolong the community's infrastructure.

The basis of this proposal is to establish a long term contract of five (5) consecutive years. A minimum budget of one million dollars ($1,000,000) including insurance premiums shall be established each year of the contract and the City guarantees that a minimum of 75% of the total budget will be spent annually on services provided by the Department. The maintenance services and budget described herein should remain consistent throughout the term of the contract. A minimum yearly budget of not less than one million dollars will ensure that sufficient funds will be available to provide the City's maintenance needs in the future and will allow the Department of Transportation to anticipate and prepare for those maintenance needs.

The Department of Transportation recognizes the City of Rancho Cordova as a valued customer and appreciates the importance of a reliable and harmonious work relationship. We congratulate the City on its newly incorporated status and stands ready to enter into a long term contract to provide maintenance and operations services.

Qualifications

The Department of Transportation is highly qualified to provide a full range of maintenance services to the City of Rancho Cordova. We offer the City a long history of local maintenance which has been provided to the constituents of Sacramento County, City of Citrus Heights and most recently to the City of Elk Grove. The Department has proven to be a stable and reliable service provider.

The Department has in place a highly committed and dedicated work force and management team who are familiar with the City's infrastructure some of who live within the City limits. Management and other staff will be available to attend City counsel meetings, planning meetings, community out reach meetings, neighborhood meetings, month end accomplishment report meetings and other meetings as necessary in order to answer questions, or provided technical support.

Executive Summary

Our work force is well trained and qualified to perform a wide range of maintenance activities and capable of operating numerous and varied maintenance equipment. To assure the safety of our employees, the public and City constituents, the Department has full time safety staff to provide required training and compliance with applicable laws and regulations.

The Department has a modern and well maintained fleet of vehicles and equipment that can perform most maintenance activities and receive the on-going maintenance support of the County's Equipment Division. Our fleet of vehicles receive Bi-Annual Inspection of Terminals (BIT Program) in compliance with State of California Vehicle Code 34,500. All employees with commercial driver's license submit to drug and alcohol testing in compliance with the Federal Omnibus Transportation Employees Testing Act of 1991. All employees with commercial driver's license are listed in the County's Pull Program to assure valid drivers license status and the Department administers driver's proficiency training as required by CALOSHA.

The Department's maintenance facilities and corporation yards are located in close proximity to Rancho Cordova City limits which enables fast response to emergency situations and a close commute for maintenance personnel. Primary sources of maintenance materials such as aggregates and asphalts are located near our facility which enhances our work efficiency and cost effectiveness. In addition, the Department has immediate access to tools and supplies through the County's Central Store or other contract suppliers and vendors.

Recently, a new state of the art Traffic Operations Center (TOC) building has been added to our corporate facility. The TOC allows our Traffic Operations staff to view with remote cameras major roadways and intersections and remotely modify traffic signal timing to enhance traffic flow and coordinate with other agencies such as Highway Patrol, or CALTRANS during emergency situations. The TOC will be able to monitor most traffic signal intersections and message advisory boards and effect changes with out dispatching field personnel. Our Traffic Operations staff are familiar with funding sources and grants which are available for upgrading traffic signals and other information technology systems and will assist the City of Rancho Cordova in applying for such funding. Generally, our Traffic Signal section can install, or facilitate the installation of new components to up grade traffic signals systems or information technology systems. Not only will our Traffic Signal section maintain signals within the City, but will ensure compliance with State of California standards.

Executive Summary

- **County Communications**
  The County has a 24 hour communication center which is capable of receiving after hour emergency calls and dispatching appropriate staff and equipment on a 24 hour, 7 days per week basis. The County Communication Center can interact with other County Departments and emergency entities.

- **Department Customer Service Center**
  The Department has a Customer Service Center in operation during work hours which takes customer questions, complaints, processes service requests, work orders, dispatch emergency field response and is the first phase of the Departments Computer Maintenance Management System (CMMS). The Customer Service Center has the ability of forwarding customer complaints directly to the City, so the City will be aware of local issues, or problems. The Customer Service Center will be the primary contact for processing specific work requests from the City of Rancho Cordova, City constituents, or other agencies.

- **Department Emergency Response**
  The Department has staff on-call on a 24 hour, 7 days per week bases who are capable of responding to after hour emergencies and deploying additional staff and equipment as necessary. In addition, hazardous materials staff are on-call on a 24 hour, 7 days per week bases to respond to and abate hazardous materials incidents which occur with in the right-of-way. Most emergencies, or unsafe conditions will be responded to within 2 hours from receipt of notification with the exception of malfunctioning traffic signals which will be responded to within 1 hour from receipt of notification. See Performance Measures for specific response time.

- **Computer Maintenance Management System, Hansen**
  The Department has implemented a state of the art Computer Maintenance Management System (CMMS). The system named Hansen, provides the Department with the means to record complaints and maintenance activities in a centralized data base which allows the Department to track and analyze maintenance issues, maintenance priorities, infrastructure assets, and report to the City accurate maintenance accomplishments and costs. The Hansen system will allow the Department to assist the City in formulating a long range maintenance plan tailored specifically to the City's objectives and budget.

- **City Services Representative**
  The Department has a City Services Representative who acts as a liaison and primary contact person between the Department and incorporated cities. The City Services Representative coordinates routine work activities, special projects, cost estimates, submits monthly accomplishment and budget reports, contract preparation and an other issues necessary to facilitate a professional and harmonious work relationship with our valued customers.

- **Financial Accounting**
  The Department is linked to the County's financial accounting system called COMPASS. COMPASS is capable of accurately tracking all expenditures for work performed for the City of Rancho Cordova. COMPASS allows the Departments to assess the City's budget at any point in time and prepare budget usage and status reports on a monthly basis

Department of Transportation Maintenance and Operations Support Components

The Department of Transportation has the infrastructure in place to serve and support the City of Rancho Cordova. Infrastructure support components are:

- Traffic Signal and Street Light Maintenance
- Traffic Operations
- Traffic Signs, Striping and Marking Maintenance
- Pavement and Roadside Maintenance
- Bridge Maintenance
- Tree/Landscape Maintenance
- General Engineering Support For Maintenance
- Traffic Engineering
- Contract Landscape Maintenance
- Administrative Services
- Safety and Training
- County Service Area 1 (CSA 1)
- City Services Representative

Refer to the Index for Sacramento County Department of Transportation Organization Chart and Vision, Mission and Values Statement.

Engineering Services Available To The City

The Department of Transportation has a full range of engineering services that can support the City of Rancho Cordova. **Note:** The engineering services listed below are available to the City of Rancho Cordova, but are **not** a part of this Service Agreement Plan.

- Transportation Planning
- Transportation Programs Management
- Transportation Operations and Maintenance Engineering
- Right-Of-Way Management
- Capital Project Design Services
- Landscape Design Review

Service Request and Work Order Procedures:

The City of Rancho Cordova can direct the Department of Transportation to perform specific work activities by means of Service Requests, or Work Orders. A Service Request will be used to request maintenance of existing assets. A Work Order will be used to request installation of new assets. Both documents may be used to request cost estimates for specific work activities prior to the Department commencing work. Service Requests and Wok Orders can be FAXED, electronically mailed or mailed to the Customer Service Center. Work can also be coordinated with the City Services Representative.

Customer Service Center phone number:	(916) 875-5171
Customer Service Center FAX number :	(916) 875-5773
FAX converted to electronic e-mail	(916) 854-8812
Customer Service Center e-mail number:	trdteam@saccounty.net
Customer Service Center mail address is:	Department of Transportation 4100 Traffic Way Sacramento, CA. 95827
City Services Representative	(916) 875-4929
City Services Representative e-mail	rogersc@SacCounty.Net

General Terms & Conditions

- **Contract Term**
  The contract should be for five (5) consecutive years.

- **Termination of Services**
  No service within this Service Agreement Plan shall be terminated by either party within three years (36 months) of the contract ratification date. A termination notice may be submitted by either party after two years has elapsed, but shall not take effect until twelve months after the termination notice date. In essence, all maintenance services shall remain in effect until three years (36 months) has elapsed. The overall contract shall remain in effect for five (5) years from the ratification date.

- **Minimum Yearly Budget**
  A minimum budget of one million dollars ($1,000,000) including insurance premiums shall be established each fiscal year of the five year contract term. A minimum of 75% of each years fiscal total budget shall be spent on maintenance service provided by the Department of Transportation.

- **Maintenance Funding**
  The Department of Transportation reserves the right to discontinue service on any maintenance activity stated herein, if the budgeted amount for that maintenance activity becomes depleted before the end of the fiscal year.

- **Charges For Work Performed**
  All work performed by the Department for the City of Rancho Cordova will be charged on a Time and Materials basis. Costs will be tracked by the County's accounting system named Compass. COMPASS will be the determining factor for costs charged to the City.

- **Projects and Project Management Charges**
  Projects that exceed the scope and scale of normal routine maintenance should be coordinated with the City Services Representative. Major projects and project specifications should be submitted by the City of Rancho Cordova to the Department in sufficient time (90 days or more) prior to the anticipated start date. The Department of Transportation reserves the right to deny work on any project which has not been planned, coordinated, or submitted in a timely manner. Projects which require significantly more management time by the City Services Representative, or other County forces will be charged Time and Materials for hours considered to be inordinate.

- **Scheduling Maintenance**
  Maintenance for the City of Rancho Cordova will be performed as directed by the City of Rancho Cordova or as deemed necessary by the Department. Due to safety concerns, or as mandated by laws and regulations the following maintenance will be will be performed proactively by the Department:
  a. Traffic Signals will perform normal routine maintenance as necessary.
  b. Traffic Operations will provide traffic signal support as necessary.
  c. Traffic Signs, Stripping and Markings will submit a yearly schedule of striping, road markers and legends to the City for review. Work will be scheduled by the maintenance section to maximize efficiency of operations.
  d. The Department will perform emergency response without prior authorization from the City.

- **Work Standards**
  All work performed by County forces, or by contractors retained by the County will conform to current County standards for materials, workmanship, safety and all other appropriate directives, ordinances, or state laws. County will inspect work according to its current standards. City of Rancho Cordova may request work to be performed out side of County standards if approved by an authorized representative of the City.

- **Work Requested By The City, Service Request/Work Order**
  Specific work requested by the City will be submitted by means of a **Service Request** or **Work Order** to the Customer Service Center, or for special projects, to the City Services Representative. Service Requests submitted to the Customer Service Center or City Services Representative will be dispatched to the appropriate maintenance section. Service Requests may be used to request maintenance of existing assets (normal routine maintenance) as by means of Work Order for new work, or new installation. However, the City must specifically state on the Service Request form when new work or installation is being requested. The Department will endeavor to notify the City of any circumstances which may delay completion of work in a timely manner. In most cases, the requested services will be completed within the time line stipulated in each maintenance sections Performance Measures, see attached Performance Measures.

- **Cost Estimates**
  If cost estimates are required by the City, the (yes) box next to the line "Cost Estimate Needed" must be marked on the Service Request or Work Order form. The Department will submit a cost estimate within 5 work days to the City on the original Service Request form. Work will **not** be initiated by the Department until the cost estimate has been approved by an authorized representative of the City in the box next to the line "City Approval of Cost Estimate & Work." The requested work will generally be accomplished within the time frame stipulated in each maintenance sections Performance Measures depending on special circumstances such as required engineering, weather conditions, availability of equipment and materials. See Index for Rancho Cordova Service Request Form.
  Note: The Department will make every effort to perform the work within the cost estimate submitted to the City however, all work will be charged on a Time and Materials basis and may be more or less than the estimate.

- **Emergencies**
  Situations deemed to be emergencies, hazardous conditions, hazardous materials incidents will be dispatch by the Customer Service Center, or County Communication Center immediately to an appropriate maintenance section. Responders will use the ways and means available to them to resolve the situation, or render it safe. The City will be informed of any emergencies, or serious incidents which may cause traffic congestion, require evacuations, or create other serious problems. The Department will inform the City in advance of any major maintenance work involving street closures or traffic disruptions. In general, the Department will respond to emergencies or hazardous conditions within 2 hours from receipt of notification.
  Note: The Department will respond to emergencies with out prior authorization from the City.

- **Field Patrols**
  Department employees will routinely travel or patrol City roadways for the purpose of finding problems, failures or deficiencies from July 1, 2003 to June 31, 2004. If during the course of routine work within the City supervisors become aware of problems, they will make a note of such issues and schedule work as deemed necessary. If during the course of routine work within the City supervisors become aware of hazardous conditions within the roadway or right-of-way, they shall abate the hazardous conditions within the ways and means available to them to render the problem safe for motorist and pedestrians without obtaining prior authorization from the City.

- **Wet Weather/Storm Response**
  The City Services Representative will advise the City, when the Department begins to prepare for wet weather conditions. During wet weather/storm conditions, the Department will be responsible to drainage and/or flooding that occurs topically on roadways, remove debris from tops of drain inlet grates, road side drainage, or water conveyed from one side of the road to the other side of the road from road side drainage.

  During flooding conditions the Department may initiate road closures and/or deploy barricades to flooded areas. The Department may assess roadways, bridges and other infrastructures as deemed necessary to assure public safety.

  Tree crews may be deployed to removed trees, limbs and other vegetations which has fallen onto the roadway or right-of-way. In emergency situations trees, limbs, vegetation, and debris may be moved from the road, to the side of the road in order to make the road passable. Crews will return when capable to do so, and remove residual material.

  The Department's bridge section will be responsible for trees, or debris deposited under bridges, against bridge supports or wing walls. Bridge section will be responsible for erosion or wash out of bridge structures.

- **Wet Weather/Storm Responsibility for Water Quality**
  The following storm/flooding conditions should be referred to Water Quality by calling (916) 875-RAIN.

  Topical water on the road or right-of-way that falls through drain inlet grates and enters the under ground drainage system. Any plug, or malfunction of the underground drainage system. Any drainage issue involving lined or natural drainage canals. Water conveyed under the road from lined or natural drainage canals.

- **Illegal Dumping**
  Definition of illegal dumping: trash, rubbish and debris placed within the right-of-way.

  The Department will respond to items within the right-of-way which constitute a hazardous condition. If the dumped material is easily loaded and transported with out further assistance, the first responder will abate the scene. If the material is of a scope and scale that requires further assistance, the first responder will render the scene safe within the ways and means available to them and refer the incident back to the City as soon as possible as an illegal dump site. The City can refer the incident to County Solid Waste Department who is responsible for abatement of illegal dump sites.

Budget Summary

The following summarizes the full 2004 / 2005 fiscal year budget attached herein. The budget is based upon the maintenance services described within this Service Agreement Plan and the anticipated levels of maintenance that will be provided to the City of Rancho Cordova. It does not take into consideration the cost of special projects, or maintenance activities that are not within the scope or scale of normal routine maintenance.

Maintenance Section:	Budget:
• Traffic Signal Maintenance	145,000
• Traffic Operations	45,000
• Traffic Signs, Stripping and Markings	144,500
• Pavement and Roadside Maintenance	238,350
• Bridge Maintenance	32,000
• Tree/Landscape Maintenance	175,000
• Storm Response	10,000
• Supervisor Emergency Response	5,000
• Hazardous Materials Response	12,000
• Hazardous Materials Categorization Team	23,040
• General Engineering and Support	20,000
• Contract Landscape	103,800
• Contract Management/Support	50,000
• Supplemental Fund	75,000
Total Maintenance Budget	**$1,078,690**
• Traffic Engineering interim 6 month support	30,000
Total Budget	**$1,108,690**

PROPOSED BUDGET CITY OF RANCH CORDOVA
2004/2005 FISCAL YEAR

Maintenance Section/Activity	Fund Center	Order Number	#	Fiscal Year 2004/2005
Traffic Signals:				
Traffic Signal Maintenance	2615	VR5007	1	145,000
Traffic Signal Operations:				
Traffic Operations	2613	VR3030	2	45,000
Traffic Signs & Markings:				
Sign Maintenance	2616	VR6008	3	45,000
Striping, Markings, Markers, Barricades, Thermoplastic	2616	VR6003	4	92,000
Graffiti & Illegal Sign Removal	2616	VR6011	5	6,000
Drive Friendly Trailer	2616	VR6608	6	1,500
Subtotal				**144,500**
Pavement Maintenance:				
Base Repair, Grinding	2617	VR7039	7	60,000
Crack Sealing	2617	VR7038	8	20,000
Pothole Patching, Spot Patching, Thin Patching, Balance, Overlay	2617	VR7037	9	104,650
Sidewalk, Gutter Repair	2617	VR7040	10	30,000
Ditch Cleaning, Culvert Replacement, Shoulder Grading	2617	VR7043	11	20,000
Subtotal				**238,350**
Bridge Maintenance:				
Bridge Maintenance	2617	VR7001	12	32,000
Trees/Landscaping:				
Tree Prune, Removal, Traffic Control Device Clearance, Emergency/Storm, Bike Lane	2619	VR9010	13	74,000
Weed Control, Chemical Spray, Mowing	2619	VR9044	14	20,000
Landscape Maintenance	2619	VR9002	15	60,000
Sheriff's litter clean-up	2619	VR9046	16	21,000
Subtotal				**175,000**
Storm Response:				
Storm Response	Multi	Multi	17	10,000

Safety maintenance req'd

Reactive not Preventative

PROPOSED BUDGET CITY OF RANCH CORDOVA
2004/2005 FISCAL YEAR

Maintenance Section/Activity	Fund Center	Order Number	#	Fiscal Year 2004/2005
Supervisor Emergency:				
Supervisor Emergency Response	multi	multi	18	5,000
Hazardous Materials:				
Haz-Cat Team	N/A	021137	19	23,040
Hazardous Material Response	Multi	Multi	20	12,000
Subtotal				35,040
General Engineering:				
General Engineering Support	2613	VR3028	21	20,000
Contract Landscape Maint.:				
Contract Landscape Maintenance	2613	VR3027	22	103,800
Contract Management/Support:				
Contract Management	2614	VR4031	23	50,000
Supplemental Fund:				
Supplemental Fund	N/A	N/A	24	75,000
Total Maintenance Budget				**$1,078,690**
Traffic Engineering--interim				
Traffic Engineering--interim	2613	VR3633	25	30,000
Total Budget 2004/2005				**$1,108,690**

Traffic Signal Maintenance

There are 69 signalized intersections within the City of Rancho Cordova, 41 traffic signal intersections are solely within City boundaries, 18 traffic signal intersections span the City/County boundary line, 4 span the City, County and Caltrans boundary line and 6 are shared with Caltrans but will be maintained by the County. Refer to Index for alphabetical list of traffic signal intersections in the City of Rancho Cordova.

Traffic Signal Maintenance Item 1:

Under this item the Department shall furnish all labor, equipment, and materials required to perform traffic signal maintenance. "Traffic signals", for purposes of this item, shall include all electrical traffic control devices, flashers, beacons, fire station signals, traffic signals, interconnect, and the computerized master signal controller(s). Electrical **power** for all the signals, flashers and beacons, entirely located within the boundaries of Rancho Cordova, will be paid by Rancho Cordova and are not included in the proposed cost. Note: Normal routine maintenance will be performed with out the City's prior approval.

Signal activities **included** in routine maintenance:

- Relamping, all incandescent lamps (every 2 years or 24 month schedule)
- Relamping, all light emitting diodes, LED (every 5 years or 60 month schedule)
- Routine maintenance (semi-annually)
- Knockdown repair, all traffic signal appurtenances (except signal controller cabinets, signal service cans, and signal standards larger than 1B)
- Master system checks (daily)
- Night checks of detection and signal operation (3 times / year)
- Timing and coordination checks
- USA monitoring, locating and marking underground signal equipment
- Graffiti removal from signal facilities
- Response to signal indicator "light out" calls (high or low)
- Response to all trouble calls (24 hours per day, 7 days per week)
- Maintenance of all records for signal timing and repair activities
- Minor limb trimming from directly in front of signal faces

Activities **not included** in routine maintenance will be charged to Extra Work line item budget:

- Generator runs caused by knockdowns or utility power outages
- Intersection modifications requested or approved by The City of Rancho Cordova
- Special requests for intersection configuration or timing on weekends, holidays, and after normal weekday hours (7 am to 4 pm)
- Inspection of signal work performed by contractors

- Replacement of defective or damaged loops
- Tree trimming to provide minimum sight distance for signal faces (Department will trim trees/vegetation inhibiting traffic signals)

Response time for signal maintenance shall be as follows measured from receipt of service request and is provided 24 hours per day, seven days per week, including holidays:

- A traffic signal technician will be on call with a supervisor available.
- The technician will be in the service vehicle within 20 minutes of notification.
- The technician will arrive on site within 1 hour of notification.
- Corrective action will be taken immediately unless corrective action is beyond our control. (examples include wide spread power outages or delays caused by other entities)
- The traffic signal will be returned to design configuration within 72 hours.

Pedestrian Signal Maintenance Item 2:

"Pedestrian signal maintenance", for purposes of this item, shall include all electrical traffic control devices associated exclusively with pedestrian crossings.

Activities **included** in routine maintenance are identical to those applicable items specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Response time is as specified under item 1.

Fire Station Signal Maintenance Item 3:

"Fire station signal maintenance", for purposes of this item, shall include all electrical traffic control devices associated exclusively with pedestrian crossings.

Activities **included** in routine maintenance are identical to those applicable items specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Response time is as specified under item 1

Curve Warning Flasher Maintenance Item 4:

"Curve warning flasher maintenance", for purposes of this item, shall include all electrical traffic control devices associated exclusively with roadway curve warnings.

Activities **included** in routine maintenance are identical to those applicable items specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Response time is as specified under item 1.

All-Way Stop Flasher Maintenance Item 5:

"All way stop flasher maintenance", for purposes of this item, shall include all electrical traffic control devices associated exclusively with all way stop flashers.

Activities **included** in routine maintenance are identical to those applicable items specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Response time is as specified under item 1.

25% Shared Traffic Signal Maintenance Item 6:

"25% shared traffic signal maintenance", for purposes of this item, shall include all activities specified under item 1, Traffic Signal Maintenance. For those intersections that lie on the corner of jurisdictional boundaries the cost of maintenance and **power** for the intersection shall be shared by the affected entities with each paying the applicable portion of the cost of maintenance. The County of Sacramento shall perform ALL traffic signal maintenance.

Activities **included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.
Response time is as specified under item 1.

50% Shared Traffic Signal Maintenance Item 7:

"50% shared traffic signal maintenance", for purposes of this item, shall include all activities specified under item 1, Traffic Signal Maintenance. For those intersections that lie on jurisdictional boundaries the cost of maintenance and **power** for the intersection shall be shared by the affected entities with each paying one half the cost of maintenance. The County of Sacramento shall perform ALL traffic signal maintenance.

Activities **included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Response time is as specified under item 1.

50% Shared Curve Warning Flasher Maintenance Item 8:

"50% shared curve warning flasher maintenance", for purposes of this item, shall include all activities specified under item 1, Traffic Signal Maintenance. For those intersections that lie on jurisdictional boundaries the cost of maintenance and **power** for the intersection shall be shared by the affected entities with each paying one half the cost of maintenance. The County of Sacramento shall perform ALL curve warning flasher maintenance.

Activities **included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Activities **not included** in routine maintenance are identical to those specified under item 1, Traffic Signal Maintenance.

Response time is as specified under item 1.

Note: All traffic signal maintenance will be charged on a Time and Materials basis, cost will be captured in the County's accounting system named COMPASS.

The following items are **not considered** normal traffic signal maintenance. The maintenance activities described below will be charge on a Time and Materials basis and charged to the Extra Work line item budget.

- Item 9 Generator run
- Item 10 Signal Cabinet & Controller replacement
- Item 11 Signal Service Can replacement
- Item 12 Detector Loop replacement

Generator Service Due To Localized Power Outage Item 9:

"Generator Service", for the purposes of this item shall include:

- Initial response to trouble report of a dark intersection
- Determination of localized power failure
- Reporting of loss of power to the responsible electrical entity
- Temporary service disconnect of affected traffic signal equipment
- Intersection operation on County of Sacramento supplied electrical generator power until restoration of electrical service: number of generators limited and the available generators will be dispatched based on County wide priority.
- Electrical service reconnect to affected traffic signal equipment
- Logbook entry detailing time, date, and duration of emergency electrical service provided

Response time is as specified under item 1.

Signal Cabinet & Controller Replacement Item 10:

"Signal cabinet & controller replacement", for the purposes of this item shall include:

- Initial response to trouble report of signal cabinet knockdown
- Determination of signal cabinet knockdown
- Emergency operation of the intersection during collision aftermath
- Removal and disposal of damaged signal equipment and collision debris
- Repair of damaged intersection field wiring and cabinet mounting hardware as necessary
- Installation of replacement traffic signal control cabinet and control equipment
- Input of timing according to timing sheet in cabinet.
- Connection and test of all field color, detection, preempt, and interconnect wiring as necessary

- Field certification of conflict monitor
- Logbook entry detailing time, date, duration of intersection on flash, and repair service provided

Response time is as specified under item 1.

Signal Service Pedestal Replacement Item 11:

"Signal service pedestal replacement", for the purposes of this item shall include:

- Initial response to trouble report of service pedestal knockdown
- Determination of service pedestal knockdown
- Emergency operation of the intersection during collision aftermath
- Removal and disposal of damaged signal equipment and collision debris
- Repair of damaged electrical wiring and pedestal mounting hardware as necessary
- Installation of replacement service pedestal
- Connection and test of all electrical wiring as necessary
- Logbook entry detailing time, date, duration of intersection on flash, and repair service provided

Response time is as specified under item 1.

Detector Loop Replacement Item 12:

"Detector Loop replacement", for the purposes of this item shall include:

- Layout of loop and home run
- Saw cutting and installation of loop wire
- Emergency operation timing of the intersection during lane closure for replacement
- Replacement of conduit if necessary
- Testing on loop for conductivity and integrity
- Reconnection to amplifier and test for proper sensitivity
- Connection and test of all electrical wiring as necessary
- Logbook entry detailing time, date, duration of intersection modified operation

Response time determined by priority and effect on signal operation.

Traffic Signal Response Classification

Annual Maintenance:
Traffic Signals will perform annual maintenance on all signals listed on the City of Rancho Cordova Signalized Intersections sheet, see Index. A maintenance schedule will not be submitted to the City for review, or pre-approval.

Maintenance performed as requested by means of a Service Request:
The following problems will be resolved as requested by the City by means of a Service Request.

Traffic Signal Obscured by Trees	Pedestrian Over Crossing (Any Problem)
Emergency Vehicle Preemption (Fire Department) or Railroad Preemption Not Working Properly	Graffiti or Posters

Emergency Dispatch:
The following problems are considered emergencies and will be dispatched immediately and resolved as soon as possible. County will advise the City of emergency response forwarded by County Communications or other communications by phone, fax, or E-mail.

Dark Intersection (e.g. SMUD power outage)	Simultaneous or Conflicting Colors
Traffic Signal Light Out (any color)	IISNS Damaged, Down, Hanging, or Dark
Traffic Signal Head Turned (or Misaligned)	Hand Hole Cover Missing (wires exposed)
Vehicle Detection or Traffic Signal Timing Problem	Signal on 4-Way Flash
Pedestrian Signal or Button (any problem)	Conduit Cut or Damaged (or Wire Cut or Damaged)
Pull Box Damaged (or Pull Box Lid loose, damaged, or missing)	Signal Knocked Down or Damaged (e.g. Vehicle Accident)
Services Requested by County Inspector or Contractor	Traffic Signal Light damaged (other than a vehicle accident), parts missing or loose
Control Box Knocked Down or Hit / Damaged (Signals or Street Lights)	

Traffic Signal Operations

Under this item the County of Sacramento shall furnish all labor, equipment, and materials required to perform traffic signal operations tasks. "Traffic signal operations", for purposes of this item, shall include the following

Recurring Scheduled Services

- Routine checks and adjustments to the coordinated systems

These occur continuously throughout the year

- Tri-annual reviews of each signalized intersection (20 intersections per year)
  Caltrans requires periodic review of State signals and in conformance with that policy, the County schedules tri-annual review for existing signals.

Recurring Unscheduled Services

- Investigation of service requests for signalized intersections
  Calls from citizens or staff about short greens, long reds, many stops, etc.
- Work orders generated by the City and from service requests
  Requests by City staff such as pedestrian head installation (simple drawing plus timing), lane usage investigation (critical volume analysis and striping/signing plan), etc.
- Plan review for new projects and annual overlays

Check plans for new signals, signal modifications, overlay and utility conflicts

Services With City Approval

- Work orders generated by intersection review and maintenance
  Proposed changes or modifications to the intersection operation recommended by operations and/or maintenance staff based on field observations during the course of routine checks.
- Accident warrant work orders
  Investigate signal operation including timing, detection design, visibility, etc. based on a pre-determined accident threshold.

These services describe what the normal operation of the existing signals and systems will entail. All work performed by Traffic Signal Operations will be charged on a Time and Materials basis.

Services Description

Scheduled Services

- Office review signal coordination output for arterial.
- Timing plans selected and implemented.
- Consistency of plan selection.
- Check for unusual volume and occupancy values.
- Check cycle optimization report weekly for cycles length jumping.

Resources: Assistant Civil Engineer
Senior / Associate Civil Engineer

- Field review signal coordination operation for Arterials.
- Drive arteriaes weekly and record trip times.
- Drive arterials to check intersection offsets and adjust as needed.
- Observe turn pockets and side streets for extensive backups and adjust timing as needed.
- Observe major intersections weekly, chart the clearing and non-clearing phases and adjust timing as needed.
- Perform annual travel time and delay studies in addition to special request studies.

Resources: Assistant Civil Engineer
Senior / Associate Civil Engineer

- Review the signal operation for 20 intersections per year.
- Check timing sheet and update to current standards.
- Observe operation of signal to ensure that timing parameters are adequate.
- Visually check all approaches for sight obstructions and confusing signing or markings.

Resources: Assistant Civil Engineer
Senior / Associate Civil Engineer

Unscheduled Services

- Check timing in response to citizen requests and reports by police, maintenance, and others.

Resources: Assistant Civil Engineer
Senior / Associate Civil Engineer

Plan review

- New signal, includes review, new timing sheet, pre-construction meeting attendance and turn-on.

Resources: Assistant Civil Engineer
Senior / Associate Civil Engineer

- Signal modification, includes review and timing changes.

Resources: Assistant Civil Engineer
Senior / Associate Civil Engineer

- Overlay and utility project conflicts.

Resources: Assistant Civil Engineer

- Work orders generated by the City

Resources: Assistant Civil Engineer
Associate Civil Engineer
Senior Civil Engineer

Services With City Approval

- Work orders generated by intersection review and maintenance observation.

Resources: Assistant Civil Engineer
Associate Civil Engineer
Senior Civil Engineer

- Accident warrant work orders.

Resources: Assistant Civil Engineer

Associate Civil Engineer
Senior Civil Engineer

Traffic Signs, Striping and Markings Maintenance

Sign maintenance item 1:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform sign maintenance. Signs will be maintained as deemed necessary by the Department, or as requested by the City. New signs will be installed as requested by the City. Note: Stop signs , yield signs and railroad signs will be maintained as necessary with out the City's prior approval.

Sign maintenance includes the following types of signs:

- Regulatory signs
- Warning signs
- Guide signs
- Guide markers
- Street name signs

Signs maintenance includes the following work activities:

- Reset knocked down sign
- Straighten leaning sign
- Remove graffiti from sign
- Replace or repair damaged sign
- Replace faded or weathered sign
- Replace sign with out-of-warranty reflective materials
- Trim foliage obscuring sign
- Move signs for improved visibility
- New sign installations

Response Time

In general, response times shall be as follows, measured from receipt of notification:

- "Stop" and "Yield" signs missing or damaged — One hour
- Any hazardous sign condition — One hour
- All other maintenance calls — 2 work days
- Street name and one-of-a-kind or special signs — 2 weeks

- Requests from the City for cost estimates will be processed within 5 work days from receipt. Upon approval of the cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending on the availability of parts and materials.

Painted Striping Maintenance Item 2:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform painted striping maintenance. The Department will perform painted striping maintenance on an annual basis as necessary, which is usually accomplished during summer months. Painted striping maintenance will be performed as requested by the City. New painted striping will be installed as requested by the City.

Painted striping maintenance includes the following:

- All painted longitudinal roadway markings
- Inspection and field survey of striping if maintenance is tracked and scheduled by the County
- Layout for replacement
- Refurbishment, replacement, and/or repainting of all longitudinal markings
- New installations

Response Time

In general, response times shall be as follows, measured from receipt of notification:

- Response time to requests for replacement of missing painted striping shall be 2 working days from receipt of service request, weather and pavement conditions permitting.
- Requests from the City for cost estimates will be processed within 5 work days from receipt. Upon approval of the cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending on the availability of parts and materials.

Painted Markings Maintenance Item 3:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform painted markings maintenance. The Department will perform painted markings maintenance on an annual basis as necessary, which is usually accomplished during summer months. Department will perform painted marking maintenance as requested by the City. New painted markings will be installed as requested by the City.

Painted markings maintenance includes the following:

- Arrows
- Words
- Islands
- Limit Lines
- Barrier Lines
- Cross Walks
- Curbs
- Berms
- Raised Bars
- Inspection and field survey of legends if tracked and scheduled by the County
- Layout for replacement of missing legends
- Replacement of legends
- Refurbishment of legends
- New installations

Response Time

In general, response times shall be as follows, measured from receipt of notification:

- Response time to requests for replacement of missing painted markings shall be 2 working days from receipt of service request, weather and pavement conditions permitting.
- Requests from the City for cost estimates will be processed within 5 work days from receipt. Upon approval of the cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending on the availability of parts and materials.

Thermoplastic Markings Maintenance Item 4:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform thermoplastic marking maintenance. The Department will perform thermoplastic markings maintenance annually. Normal replacement or refurbishment is on a three year basis as needed. The Department will perform thermoplastic markings maintenance as requested by the City. New thermoplastic markings will be installed as requested by the City.

Thermoplastic maintenance includes the following:

- Legends
- Arrows
- Words
- Limit lines
- Barrier lines
- Cross walks
- Islands within the right-of-way
- Inspection and field survey of legends if tracked and scheduled by the County
- Layout for replacement of missing legends
- Replacement of legends
- Refurbishment of legends
- New installations

Response Time

In general, response times shall be as follows, measured from receipt of notification:

- Response time to requests for replacement of missing thermoplastic markings shall be 2 working days from receipt of service request, weather and pavement conditions permitting.
- Requests from the City for cost estimates will be processed within 5 work days from receipt. Upon approval of the cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending.

Raised Pavement Markers Maintenance Item 5:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform raised pavement marker maintenance. The Department will perform raised pavement marker maintenance on an annual basis which is usually accomplished during summer months. The Department will perform raised pavement marker maintenance as requested by the City. New raised pavement markers will be installed as requested by the City.

Raised pavement markers includes the following:

- Reflective pavement markers
- Non-reflective pavement markers
- Raised Bars
- Islands within the right-of-way
- Inspection and field survey of markers if tracked and scheduled by the County
- Layout for replacement of missing markers
- Replacement of markers
- New installations

Response Time

In general, response times shall be as follows, measured from receipt of notification:

- Response time to requests for replacement of missing raised pavement markers shall be 2 working days from receipt of service request, weather and pavement conditions permitting.
- Requests from the City for cost estimates will be processed within 5 work days from receipt. Upon approval of the cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending on the availability of equipment and weather conditions.

Object Markers 6:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform object markers maintenance. The Department will reset or replace object markers as deemed necessary. The Department will install new object markers as requested by the City.

Object markers maintenance includes the following:

- Island Markers
- Shoulder obstruction markers
- Type "N" road end markers

Response Time
In general, response times shall be as follows, measured from receipt of notification:

- Response time to requests for replacement of missing object markers shall be 2 working days from receipt of service request, weather and pavement conditions permitting.
- Requests from the City for cost estimates will be processed within 5 work days from receipt. Upon approval of the cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending on the availability of equipment and weather conditions.

Roadside Delineator, & Channelizer Maintenance Item 7:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform roadside delineator and channelizer maintenance. The Department will reset or replace roadside delineators and channelizers on an annual basis as needed. The Department will maintain roadside delineators and channelizers as requested by the City. New delineators and channelizers will be installed as requested by the City.

Roadside delineator, & channelizer maintenance includes the following:

- Roadside delineators
- Channelizer posts
- Routine scheduled repair or replacement as scheduled by the County by field survey.
- Elimination of hazard due to missing or obscured units
- Emergency repair or replacement of units critical to safety
- New installations
- Reconfigurations

Response Time
In general, response times shall be as follows, measured from receipt of service request:

- Units critical to traffic safety — One hour
- Conditions reported as hazardous — One hour

Street Barricade (4-38, 4-39) Maintenance Item 8:

Barricade maintenance includes the following:
Under this item the Department shall furnish all labor, equipment and materials necessary to perform street barricade (4-38, 4-39A) maintenance. The Department will reset or replace street barricades as necessary, or as requested by the City. New barricades will be installed as requested by the City. See Index for 4-38, 4-39. barricades specifications.

Street barricade (4-38, 4-39) maintenance includes the following:

- Street end barricades
- Road construction barricades
- Repair, reset, or replacement of weathered barricade
- Repair, reset, or replacement of vandalized barricade
- Repair, reset, or replacement of barricade subject to wear and tear
- New installations
- Deployment of types 2 barricades for flooded roads during adverse weather conditions

Response Time
In general, response times shall be as follows, measured from receipt of service request:

- Units critical to traffic safety — One hour
- Conditions reported as hazardous — One hour
- All other maintenance calls — Two working days

Sidewalk Barricade (4-40) Maintenance Item 9:

Sidewalk barricade maintenance includes the following:
Under this item the Department shall furnish all labor, equipment and materials necessary to perform sidewalk barricade (4-40) maintenance. The Department will reset or replace sidewalk barricades as necessary or as requested by the City. New sidewalk barricades will be installed as requested by the City. See Index for 4-40 barricade specifications.

Sidewalk barricade (4-40) maintenance includes the following:
- Sidewalk end barricades
- Repair, reset, or replacement of weathered barricade
- Repair, reset, or replacement of vandalized barricade
- Repair, reset, or replacement of barricade subject to wear and tear
- New installations

Response Time
In general, response times shall be as follows, measured from receipt of service request:

• Units critical to traffic safety	One hour
• Conditions reported as hazardous	One hour
• All other maintenance calls	Two working days graffiti removal

Graffiti Removal Item 10:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform graffiti removal. The Department will remove graffiti as necessary requested by the City.

Graffiti removal includes the following:
- Hydro-blast removal when possible
- Computer color matched paint-over when necessary

Response Time
In general, response time shall be as follows, measured from receipt of service requests:

• Gang related graffiti	1 working day from receipt of Service Request
• All other graffiti	2 working days from receipt of Service Request

Illegal Sign Removal Item 11:

Under this item the Department shall furnish all labor, equipment and materials necessary to perform illegal sign removal. The Department will remove signs as requested by the City.

Illegal sign removal includes the following:

- Removal of unauthorized signs within the right-of-way
- Removal of unauthorized posters within the right-of-way
- Inspection and survey of known problem areas if tracked and scheduled by the County
- Response to service requests

Response Time
In general, response time shall be as follows, measured from receipt of service requests:

- Two working days unless otherwise requested

Emergency Dispatch:

The following problems are considered emergencies and will be dispatched immediately and resolved as soon as possible.

Stop Sign Down	Yield Sign Down
Graffiti That Is Highly offensive i.e. Racial Slurs, Vulgar Language, Offensive Depictions, Personal Reference, etc.	Signs Create a Hazard For Vehicles or Pedestrians Down On Roads, Sidewalks, etc.
Railroad Crossing Signs Down or Impaired	

Pavement & Roadside Maintenance

There are approximately 680 roads within the City of Rancho Cordova consisting of 140 centerline miles of residential roads, 19 centerline miles of collector roads and 17 centerline miles of arterial roads. Department shall furnish all labor, equipment and materials necessary to perform the following pavement maintenance, roadside maintenance and emergency response services.

1. **Pavement maintenance:**
    a. Base repair: Removal and replacement of failed base material with new compacted base material and asphalt surface.
    b. Asphalt grinding: Grinding down of asphalt to remove pavement distortions, or allow even road surface after asphalt application.
    c. Crack sealing: Sealing of random, longitudinal and transverse joints with an application of liquid bituminous material or rubberized asphalt to prevent penetration of water into the sub-base.
    d. Thin patching. Apply new asphalt to road surface manually or mechanically.
    e. Overlay/leveling course: Apply new asphalt mechanically by means of paving equipment in 1 inch or more lifts.
    f. Spot paving/balancing: Placement of hot asphalt material on localized areas of paved roads to repair pavement distortions and failures.
    g. Pothole patching: Hand placement of asphalt material to repair potholes or other pavement failures.
    h. Street sweeping night time: Routine (once a month) mechanical sweeping of major roads, collectors, arterials and intersections to prevent inlet blockage and to eliminate the accumulation of debris in gutters and on paved surfaces. Bike lanes on major roads, collectors and arterials will be swept on the same schedule.
    i. Street sweeping day time: Routine (twice a year), one cycle will coincide with the Fall leaf season, mechanical sweeping of all business and residential roads and intersections to prevent inlet blockage and eliminate the accumulation of debris in gutters and on paved surfaces.
    j. Bike lane sweeping: Routine (six times per year) mechanical sweeping of bike lanes to eliminate the accumulation of debris and aggregates within the bike lane.

2. **Roadside maintenance:**
    a. Sidewalk/gutter repair: Temporary repair of displacements in and damage to concrete curb, gutter, and sidewalks. Repairs are performed by placing a temporary asphalt wedge whenever an elevation differential of ¾ of an inch or greater is discovered or reported. Permanent sidewalk repairs are considered a capital expense, and are not part of this maintenance activity.
    b. Paved median maintenance: General maintenance of center dividers and medians, including patching, or other repairs as needed.

c. Storm response: Removal of debris, or objects from roadways, the top of drain inlets, cross culverts which transfer road side drainage from one side of the road to the other side of the road, road side ditches and assess roadways for wash-outs and general safety.
d. Ditch cleaning mechanical: Mechanical removal of silt, vegetation and debris from roadside ditches. The primary purpose of cleaning is to provide sufficient cross section and profile for the drainage of storm water.
e. Shoulder grading: Mechanically grade the unpaved roadside to eliminate drop-offs from the edge of the pavement, allow water to flow away from the pavement and to provide lateral support to the pavement.
f. Culvert replacement: Replace culverts due to deterioration, restrictions, improper grade, or inability to accept and transfer water flow (normally performed during summer months).
g. Roadside structures: Removal of debris, drifts, objects, which restrict the flow of water in roadside ditches, and cross culverts.

3. **Emergency response:**
County of Sacramento maintains a 24 hour a day communications center which is capable of receiving emergency calls and dispatching a response normally within 2 hours. Emergencies are problems such as debris, objects, large potholes, sink holes, slick or slippery substances or trip hazards which are in the roadway, or right-of-way and create a hazard to vehicles or pedestrians. Emergency response is available 24 hours a day, seven days a week and repairs are based on severity and conducted in a manner that is safe for users of the road system.

4. **Hazardous materials response:**
Supervisor will respond to hazardous materials incidents, isolate and deny entry to the public, protect human life, the environment and property. Supervisors are authorized to abate the hazardous materials incidents within the ways and means available to them and within scope of their training or call for additional assistance.

a. **Level I Incident**
A Level I incident involves a substance which can be identified by the first responder, is safe to abate and transport and does not require other agencies to respond.

b. **Level II Incident**
A Level II incident involves a substance which can not be identified, requires Sacramento City HAZ-CAT Team and fire suppression unit to identify the substance, or multi agency response, or road closures, or evacuations and is ultimately identified as safe to abate and transport.

c. **Level III incident**
A Level III incident involves a substance which can not be identified, or is unsafe to abate and transport, or involves multi agency response, or involves a fire, or is under the control of a scene commander (Sheriff's), or involves rescues and evacuations.

Level II and III incidents may require implementation of the County's contract with Safety Harbor for containment, abatement and transport, and/or implementation of State of California Super Fund. Department will be responsible for hazardous materials incidents from beginning to end. Department will notify the City of any incident which may create severe traffic congestions, detours or evacuations.

5. **Declared Storm and Flood Control:**
Declared storm/flood emergencies are considered FEMA events and are partially reimbursable. Non-declared storm/flood response are considered non-FEMA. These activities include services performed within the right-of-way which are not performed or funded by the Water Resources Division. Storm response will be performed as necessary, or as requested by the City of Rancho Cordova depending on the availability of labor, materials and equipment.

a. Storm and flood control: Removal of drift/ and debris from cross culverts that convey water from one side of the road to the other side of the road, from road side ditches.
b. Ditch cleaning: Manual or mechanical removal of silt, vegetation and debris from roadside ditches. The primary purpose of cleaning is to provide sufficient cross section and profile for drainage of storm water.
c. Roadside culvert cleaning: Cleaning of culverts, and other drainage facilities to eliminate obstruction that affects the right-of-ways.

6. **Illegal Dumping**
   If illegal dumped material is easily loaded and transported with out further assistance, the first responder will abate the scene. If the material is of a scope and scale that requires further assistance, the first responder will render the scene safe within the ways and means available to them and refer the incident back to the City as soon as possible as an illegal dump site. The City can refer the incident to the County Solid Waste Department who is responsible for abatement of illegal dump sites.

Bridge Maintenance

There are 12 bridges, 6 highway over crossings, 1 pedestrian walkway, 3 bridges over the South Canal, 4 guardrails and 1 sound wall locations within the City of Rancho Cordova. Department will perform bridge inspection and maintenance 2 times per year and maintenance is generally scheduled during the spring and fall months. Bi-annual maintenance does not include storm/flood response, emergency response for problems such as broken or missing guardrails, wash-outs, debris or objects accumulating on the bridges from storm water, or any problem which would compromise the integrity of the bridge. Department will coordinate with State of California for required bridge inspections and perform recommended repairs. Refer to the Index for list of bridges and guardrail sites in the City of Rancho Cordova

Department shall furnish all labor, equipment and materials necessary to perform the following bridge maintenance services. Department will schedule and perform routine maintenance with out prior approval from the City. Additional bridge or guardrail maintenance will be performed as requested by the City of Rancho Cordova.

Description of bi-annual bridge maintenance:

1. Bridges maintenance:
   a. Patch spalls
   b. Flush weep holes
   c. Clean out channel under bridge
   d. Repair or tighten bridge guardrails.
   e. Add scour protection.
   f. Fix trip hazards at sidewalk of bridge
   g. Clean sidewalks.
   h. Remove all trash.
   i. Remove weeds.
   j. Repair or replace structural members.
   k. Trim trees and vegetation.
   l. Chemically treat tree stumps.
   m. Apply herbicides to vegetation.
   n. Paint or remove graffiti.
   o. Report structural problems for further repairs.
   p. Median curb repair.
   q. Storm and flood control: unplug drainage structure during storms.
   r. Maintain retaining walls and sound walls.

Storm and flood control: Removal of drift/ and debris from bridges and culverts.

The following item will not be included in the bi-annual bridge maintenance. All work will be charged on a Time and Materials basis and will be applied to Non-FEMA Storm Response.

a. Storm/Flood Control: remove drifts, debris, vegetation, objects from bridges.

Trees and Landscape Maintenance

Department shall furnish all labor, equipment and materials necessary to perform the following tree trimming/pruning and landscape maintenance services. With the exception of street light clearance, all work described herein will be performed as deemed necessary by the Department, or as requested by the City of Rancho Cordova. The City may request street light clearance (trim vegetation around street lights to increase illumination) and will be charged for the service. In the event that the Department's Street Light Maintenance Section requests street light clearance due to damage of the street light, costs will be charged to the Department.

1. **Tree trimming/pruning:**

   a. Street light clearance: Street light clearance is funded under County Service Area 1 (CSA-1) and is not part of this contract. Requests from the City of Rancho Cordova to trim trees, branches or vegetation that inhibits street light illumination will be charged directly to the City.
   b. Traffic control device clearance: Removal of vegetation, limbs, or branches for sight distance around traffic control devices. **Note:** Department will trim trees and vegetation which inhibits motorist sight of traffic signals maintained by the Department.
   c. Tree removal: Removal of diseased and dying trees that are considered hazardous or causing damage.
   d. Clearance trimming: Trim trees encroaching into the right-of-way to provide overhead clearance and visibility for traffic.
   e. Bike lane trimming: Trim vegetation that encroaches into the travel right-of-way to provide a clear path of travel for bicycles.
   f. Emergency/Storm Response: Removal of fallen trees, branches, limbs and vegetation from the roadways, right-of-ways which create a hazardous condition. Emergency response for any service request involving public safety normally within 2 hours depending on the availability of labor, equipment and materials.

2. **Roadside Maintenance:**
   a. Roadside mowing: Mowing of roadside shoulders to remove undesirable vegetation to improve sight distance for traffic. Mowing to improve roadside drainage.
   b. Litter cleanup: Scheduled cleaning of right-of way by County Sheriff's work release program.

c. Chemical treatment: Chemical application for weed control and for unwanted vegetation along roadsides. Also used to improve roadside drainage and reduce sight obstruction.
d. **Note:** Weed control chemicals will only be applied in accordance with application recommendations from a Certified Pest Control Advisor. The City will be charged the current rate for such recommendations.

3. **Landscape Maintenance:**

a. Landscape maintenance: Mow turf areas and prune select landscape areas such as Oleanders that are planted between frontage roads and major roadways.
b. Landscape watering: Truck water landscape areas that do not have irrigation sprinklers installed.
c. Vegetation clearance: Trim vegetation that encroaches into the travel right-of-way.
d. Pedestrian walkways: Trim trees, vegetation and remove debris from areas used as pedestrian walkways.

General Engineering Maintenance Support

General Engineering is for those special cases when the maintenance sections require specification review, design recommendations, field surveying and station grade markings to address their specific maintenance needs such as road side drainage grading, and pipe installation. It is not intended for support of capital projects, pavement surveys, or data base information.

Services provided by General Engineering are:

1. Field Inspection / Investigation:
   a. Detect or determine source of issue
   b. Determine scope of project and any alternative approaches to resolve issue
   c. Determine estimated cost, work processes, and time frame to complete work
   d. Presentation of project for discussion and approval

2. Survey:
   a. Take grade shots and measurement
   b. Establish stations

3. Prepare final plan to perform work
   a. Establish start / stop time frames and scope of project
   b. Give notice to involved property owners
   c. Coordinate project within County, Department, or other agencies

Traffic Engineering

Traffic Engineering is not used to support routine maintenance like General Engineering. Traffic Engineering will utilize accident surveillance programs, radar speed surveys, data base information and investigate complaints to determine traffic / roadway issues. Traffic Engineering may make recommendations to resolve issues such as, but not limited to adjusting posted speed limits, install traffic advisory signs, install pedestrian cross walks, and prepare reports for the City of Rancho Cordova.

Services provided by General Engineering are:

- Administer the Accident Surveillance Program using collision reports provided by the City of Elk Grove, or Highway Patrol.
- Investigate traffic safety on existing roadways in response to Accident Surveillance Program and requests from the City of Rancho Cordova and residents.
- Provide Traffic Engineering services as requested by residents, Public Works Director, and City of Rancho Cordova.
- Investigate requests for traffic controls pursuant to the Sacramento County Traffic Manual.
- Administer requests for speed control pursuant to the County of Sacramento Neighborhood Speed Control Program.
- Conduct Radar Speed Surveys to establish and maintain posted speed limits in accordance with California Vehicle Code.
- Conduct manual traffic counts as needed for traffic safety investigations.
- Prepare memos and reports for the City of Rancho Cordova.
- Respond to constituent letters and concerns.
- Process Collision Accident Reports into a data analysis system.
- Manage Accident Report Surveillance Program.

Traffic Engineering continued

- Prepare project priority lists for the City of Rancho Cordova.
- General Traffic Engineering
- Special studies or projects requested by constituents, or City representatives.

Road Fund Locations:

1. **Bradshaw Road:** Median between Folsom Blvd. And Goethe Road east side of Bradshaw Road at mobile home park.
2. **Coloma Road at Chase Drive:** Frontage landscape on the north/west corner of Coloma Road & Chase Road.
3. **Folsom Blvd.** Frontage shrub row on the south side of Folsom Blvd.; Bradshaw Rd. to just east of Horn Rd; just west of Rod Beaudry Dr. to Routier; just west of La Loma Dr. to La Loma Dr.; White Rock Rd. to Kilgore Rd.
4. **International Drive:** Frontage and median landscaping on Mather Field Road to the Mather Commerce Center entrance and on International Drive from Rockingham Dr. to west Data Drive.
5. **Routier Road:** Frontage landscaping along west side of Routier Road from Bexley Drive to Vanguard Drive.
6. **South Sunrise Blvd. Medians:** Median landscaping from Folsom blvd. To Douglas Blvd.
7. **Sunrise Blvd. Medians:** Median tree wells from Highway 50 to Madison Ave.
8. **Sunrise / Zinfandel to Gold Country:** Medians on Sunrise from Zinfandel Dr. to Gold Country. **Note:** Maintenance to begin March 1, 2004 when accepted into maintenance program.
9. **White Rock Road Medians**: Median landscape between Kilgore Road and Zinfandel Drive.
10. **Folsom / Mather Field Rd. to La Loma:** Median landscape between Mather Field Rd. and La Loma.
11. **Sunsrise – Hwy 50:** Median installed on Sunrise Blvd. just north of CALTRANS right of way north to Zinfandel Dr.
12. **Zinfandel at Mitchell School:** Median on Zinfandel with Oak Tree planting.

Fiscal Year 2004/2005 budget $93,668.00

Road Fund Locations not yet in maintenance program:

1. **Coloma Road:** December 2003

Contract Landscape

Provide contract landscape maintenance, horticultural maintenance, irrigation and grounds maintenance to contract landscape areas described below. The City will accrue charges based on a unit price submitted by the contractor to the County. The City will accrue Time and Materials charges for any inspection and administration services rendered. The Department will pay all utility bills for contract landscape areas, utility costs are included in the contract landscape budget. See Index for Contract Landscape areas descriptions, maps and budgets.

Maintenance activities provided:

1. Contract landscape work
2. Electricity
3. Water
4. Inspection / administration

Contract landscape maintenance areas:

1. SCLMD Zone 4 - one location within Zone:
   Ellenwood: Frontage landscape south side of Ellenwood Drive from west of Misty Morning Circle to east of Misty Morning Circle.

   Note: Budget is funded through current Sacramento County Landscape Assessment Dist., Zone 4. No funding is needed from City of Rancho Cordova.

2. SCLMD Zone 5:
   California Jazz: Frontages on all sides of California Jazz subdivision. Landscaping on the west side of Capital Center Dr. from International Dr. north to the apartment complex; Landscaping on the north side of international Dr. from Capital Center Dr. to Reserve Dr.; Landscaping on the east side of Reserve Dr. from International Dr. to Data Dr.; Landscaping on the south side of Data Dr. from Reserve Dr. to the apartment complex just east of Reserve Dr.

   Capital Center II: Frontage and median landscape on Zinfandel Dr. between Data Dr. and west frontage on Zinfandel Dr. south of International Dr. First median on Zinfandel Dr. and also includes median south of International Dr. between Kilgore Rd. and Data Dr.

   Note: Budget is funded through current Sacramento county Landscape Assessment Dist., Zone 5. No funding is needed from City of Rancho Cordova.

Index

- Sacramento County Department of Transportation Organization Chart
- Department of Transportation Vision, Mission, Values Statement
- Rancho Cordova Service Request Form
- Street Barricade 4-38, 4-39, 4-40 specifications
- List of signalized intersections in Rancho Cordova
- Alphabetical list of roads in Rancho Cordova
- List of night time street sweeping locations
- List of bike lane sweeping locations
- List of bridges and guardrails in Rancho Cordova
- Map and description of Contract Landscape areas in Rancho Cordova

Traffic Signs, Striping and Marking Maintenance continued:

Street Barricades (H-8, H8A)

- All street barricades will be maintained as requested by the City
- Units critical to traffic safety will be responded to within 1 hour
- Conditions reported as hazardous will be responded to within 1 hour
- All other maintenance calls will be responded to within 2 work days
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Sidewalk Barricades (H-9)

- All sidewalk barricades will be maintained as requested by the City
- Units critical to traffic safety will be responded to within 1 hour
- Conditions reported as hazardous will be responded to within 1 hour
- All other maintenance calls will be responded to within 2 work days
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Graffiti Removal

Graffiti will be removed as requested by the City.

- Graffiti with racial slurs, inappropriate language, or pornographic depictions will be dispatched for immediately from receipt of notification and resolved as soon as possible.
- Gang related graffiti will be responded to within 1 work day from receipt of notification
- All other graffiti will be responded to within 2 work days from receipt of notification

Illegal Sign Removal

Illegal sign removal will be responded to as requested by the City.

- All other maintenance calls will be responded to within 2 work days

Pavement and Roadside Maintenance

Pavement and Roadside Maintenance
Pavement and Roadside Maintenance staff will be on-call 24 hours a day, 7 days per week.

Base Repair
- Any base repair problem deemed to be a hazardous condition will be responded to within 2 hours from receipt of notification
- Base repairs will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor, equipment and materials
- Base Repair projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time.
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks depending on availability of equipment and materials

Base Grinding
- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Asphalt grinding will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor, equipment and materials
- Asphalt Grinding projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time.
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks depending on availability of equipment and materials

Crack Sealing
- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Crack Sealing is a seasonal maintenance activity that is most efficiently performed during winter and spring seasons

Traffic Signs, Striping and Marking Maintenance continued:

Thermoplastic Markings

- All thermoplastic markings will be inspected within 3 years and refurbished, or replaced
  as needed
- Response to requests for replacement or missing thermoplastic markings shall be 2 work days after receipt of notification, weather and pavement conditions permitting
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks.

Raised Pavement Markers

- All raised pavement markers will be inspected annually and refurbished, or replaced as needed.
- Response to requests for replacement or missing raised pavement markers shall be 2 work days after receipt of notification, weather and pavement conditions permitting
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Object Markers, Delineators, & Channelizers

- All object markers, delineators, & channelizers will be inspected annually and reset, or replaced as needed
- Units critical to traffic safety will be responded to within 1 hour
- Conditions reported as hazardous will be responded to within 1 hour
- Response to requests for replacement or missing object markers, delineators, & Channelizers shall be 2 work days after receipt of notification, weather and pavement conditions permitting
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Pavement and Roadside Maintenance continued

Shoulder Grading

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Shoulder grading will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Shoulder grading projects that exceed the scope and scale o normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks depending upon the availability of equipment

Emergency Response

- Pavement and Roadside Maintenance staff will be on-call 24 hours a day, 7 days per week
- On-call staff will respond to emergencies within 2 hours from receipt of notification

Hazardous Materials Response

- Hazardous materials staff will be on-call 24 hours a day, 7 days per week
- On-call staff will respond to hazardous materials incidents within 2 hours from receipt notification
- Hazardous materials incidents referred to the Departments hazardous materials contractor will be responded to within 4 hours from receipt of notification

Traffic Signs, Striping and Marking Maintenance:

Sign Maintenance

- Signs will be maintained as needed due to knock down, leaning, graffiti, damage, fading, out-of-warranty reflective material, and foliage obscuring sign.
- Signs will be maintained as requested by the City
- Traffic Sign maintenance staff will be on-call 24 hours day, 7 days per week
- "Stop and Yield" signs missing or damaged will be responded to within 1 hour of notification
- Any hazardous sign condition will be responded to within 1 hour of notification
- All other non-hazardous sign conditions will be responded to within 2 work days
- Street name and one-of-a-kind, or special signs will be responded to within 2 weeks
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks depending upon availability of parts and materials

Painted Striping

- All lane lines will be re-stripped annually
- All painted edge lines and bike lanes lines will be re-striped every 2 years
- Response to requests for replacement or missing striping shall be 2 work days after receipt of notification, weather and pavement conditions permitting
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Painted Markings

- All painted marking will be re-painted every 2 years
- Response to requests for replacement or missing painted markings shall be 2 work days after receipt of notification, weather and pavement conditions permitting
- Requests from the City for cost estimates will be processed within 3 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Performance Measures

County Communications

County Communications open 24 hours, 7 days per week. After hour emergencies dispatched to on-call supervisor(s) within minutes from receipt of notification.

Department Emergency Response

Department supervisor(s) on-call 24 hours, 7 days per week. Response to after hours emergencies within 2 hours after receipt of notification, 1 hour for traffic signals.

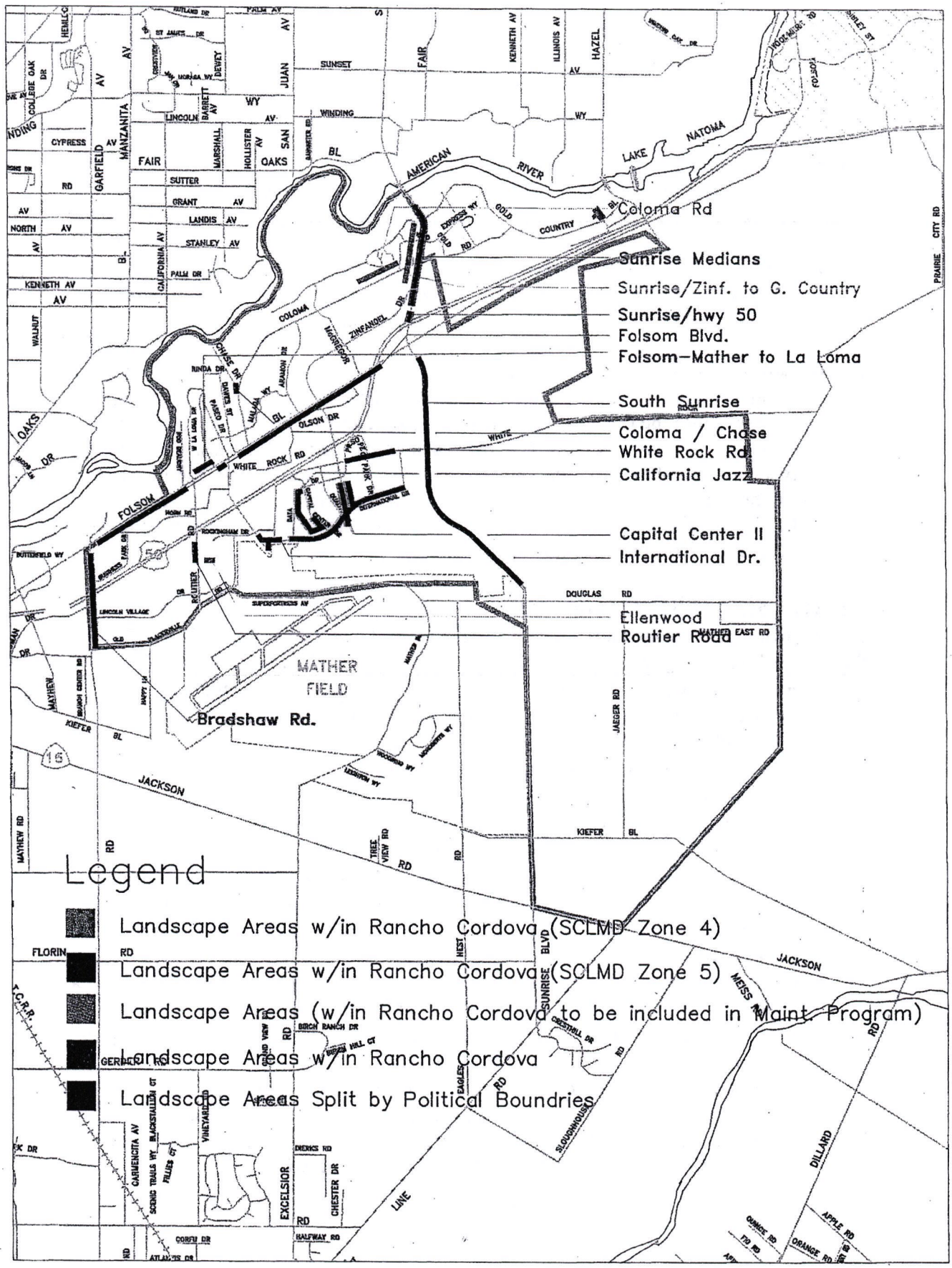
Department Customer Service Center

Customer Service Center is in operation during work hours. Constituent complaints are processed into the Computer Maintenance Management System (CMMS) as the call is being taken and a Service Request is generated. Service Requests for non-emergency, or non-hazardous conditions are issued to the appropriate maintenance section the day of notification. Service Requests for emergency, or hazardous conditions are immediately dispatched to the appropriate maintenance section and/or contact person for immediate response.

Traffic Signal Maintenance:

The following performance measures apply to all signal maintenance such as Traffic Signals, Pedestrian Signals, Curve Warning Flashers, and All-Way Stop Flashers.

- Relamping all incandescent lamps (every 2 years or 24 months)
- Relamping all light emitting diodes, LED (every 5 years or 60 months)
- Routine maintenance performed semi-annually
- Operational checks of intersection semi-annually
- Master system checks daily
- Night checks of detection and signal operation 3 times per year
- Technician and Supervisor will be on-call 24 hours day, 7 days per week
- Signal malfunction, pole or cabinet knockdowns, a Technician will arrive on site within 1 hour of notification and corrective action will be taken immediately, or as soon as possible depending on circumstances and part availability.
- Traffic control devices that have been knocked down (knockdowns) such as a control cabinet, will be returned to design configuration within 72 hours
- Tree limbs, or vegetation that obstruct traffic signals will be removed within 2 weeks
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and City authorization to conduct the work, work will be completed within 2 weeks depending upon availability of labor, parts and materials.


Coloma Rd
Sunrise Medians
Sunrise/Zinf. to G. Country
Sunrise/hwy 50
Folsom Blvd.
Folsom-Mather to La Loma
South Sunrise
Coloma / Chase
White Rock Rd.
California Jazz
Capital Center II
International Dr.
Ellenwood
Routier Road
Bradshaw Rd.
Legend
Landscape Areas w/in Rancho Cordova (SCLMD Zone 4)
Landscape Areas w/in Rancho Cordova (SCLMD Zone 5)
Landscape Areas (w/in Rancho Cordova to be included in Maint. Program)
Landscape Areas w/in Rancho Cordova
Landscape Areas Split by Political Boundries

Pavement and Roadside Maintenance continued

- Crack Sealing will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor, equipment and materials
- Cracking Sealing projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time.
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Spot Paving/Thin Patching/ Asphalt Overlay, and Balancing

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Spot paving/thin patching/asphalt overlay, and balancing will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor, equipment and materials
- Spot paving/thin patching/asphalt overlay and balancing projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Pothole Patching

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Pothole patching will be performed as requested by the City within 2 weeks from receipt of notification depending on weather conditions and the availability of labor, equipment and materials
- Pothole patching projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 2 weeks

Sidewalk/Gutter Repair

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Temporary patching / ramping will be made when meeting the criteria of ¾ of an inch or greater off set creating a trip/fall hazard

Pavement and Roadside Maintenance continued

- Sidewalk/gutter repair will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Paved median maintenance

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Medians will be repaired as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment

Storm Response

- Hazardous conditions will be responded to within 2 hours from receipt of notification depending on crew availability during emergency conditions
- In general, storm response will involve removal of debris, or objects from roadways, top of drain inlets, cross culverts, and roadside ditches
- Storm response will be performed as requested by the City, during emergency conditions crews will be deployed as deemed necessary by the City depending upon crew availability
- Based upon wet weather and/or emergency conditions, crews may be deployed 24 hours per day, 7 days per week

Ditch Cleaning

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Ditch cleaning will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions, the availability of equipment and necessary engineering analysis
- Ditch cleaning projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks depending upon the availability of labor and equipment

Bridge Maintenance

Bridge Maintenance

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Each bridge, over crossing, pedestrian walkway and guardrail site will be maintained 2 times per year generally during the spring and fall months
- Bridge crews will respond to debris accumulated on bridges as necessary, or as identified by the City within 2 days depending upon severity of wet weather conditions, availability of crews and other priority responses

Trees and Landscape Maintenance

Street Light Clearance

- Tree limbs, branches, or vegetation will be cleared from street lights to increase street light illumination only as requested by the City within 3 weeks from receipt of notification

Traffic Control Device Clearance

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Traffic control device clearance will be performed as identified by Department personnel, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Tree Removal

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Tree removal will be performed as necessary, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Trees and Landscape Maintenance continued

Clearance Trimming

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Clearance trimming will be performed as necessary, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Bike Lane Trimming

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Bike lane trimming will be performed as necessary, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Emergency/Storm Response

- Hazardous conditions will be responded to within 2 hours from receipt of notification depending on availability during emergency conditions
- Crews will be deployed as deemed necessary by the Department, or as requested by the City depending upon availability of crews during emergency conditions
- Depending upon wet weather conditions, crews may be deployed 24 hours per day, 7 days per week

Vegetation Maintenance

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Vegetation trimming will be performed as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks

Trees and Landscape Maintenance continued

Roadside mowing

- Any hazardous condition will be responded to within 2 hours from receipt of notification
- Roadside mowing will be performed as necessary, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Requests from the City for cost estimates will be processed within 5 work days from receipt of request. Upon approval of cost estimate and authorization to conduct the work, work will be completed within 3 weeks depending upon the availability of labor and equipment

Litter Cleanup

- Litter cleanup will be performed as necessary, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment

Chemical Weed Treatment

- Chemical weed treatment projects that exceed the scope and scale of normal routine maintenance must be submitted by the City 90 days in advance of the estimated start time.
- Chemical weed treatment will be performed as necessary, or as requested by the City within 3 weeks from receipt of notification depending on weather conditions and the availability of labor and equipment
- Chemical weed treatment will be applied only in accordance with the recommendations of a Certified Pest Adviser

General Engineering Maintenance Support

General Engineering

- General engineering will be provided for special cases when the maintenance sections require specification review, design recommendations, field surveys and stations markings to address their specific maintenance needs, or a task requested by the City
- General engineering will be performed within 3 weeks from receipt of notification depending on coordination with other entities, project review and approvals, work crews and weather conditions

Traffic Engineering

Administer Accident Surveillance Program

- Ongoing, individual collision reports processed within two month of receipt

Investigate Traffic Safety from Accident Surveillance Program

- Within 30 business days of surveillance threshold being met

Provide Traffic Engineering Services

- As requested by residents, Public Works Director, and City, usually within 10 business days

Investigate Request for Traffic Control

- Within 20 business days of request to investigate unless related to seasonal activity such as school pedestrian volume

Administer Requests for Speed Control

- Within 20 business days form request

Conduct Radar Speed Surveys

- As dictated by five-year cycle established in the California Vehicle Code

Conduct Manual Traffic Counts

- Within 20 business days of request to investigate unless related to seasonal activity such as school pedestrian volume

Prepare memos and reports for City

- Within 20 business days of request or as dictated by City schedule; e.g. report back would be prepared in time for related City meetings, but could exceed 20 business days after request in order to report more current information

Respond to Constituent Complaints

- Within the business day

Process Collision Accident Reports

- Within 20 days of receipt of report

Traffic Engineering continued

Manage Accident Report Surveillance Program

- Initiate investigation of high accident locations when accident levels reach predetermined levels

Prepare Project Priority Lists

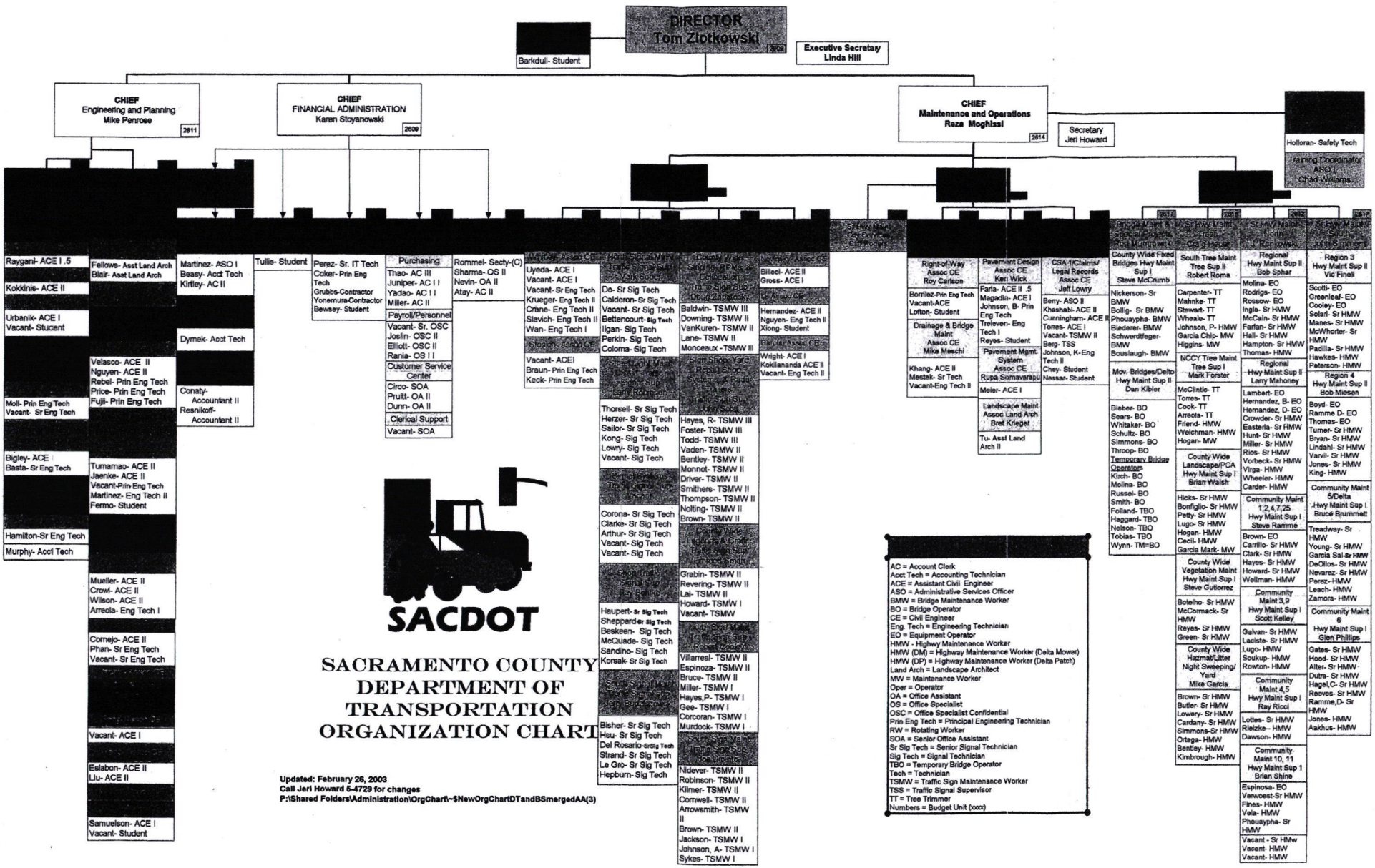
- Prepare annually in accordance with Board adopted criteria and warrants or as directed by the City

General Traffic Engineering

- In conformance with Sacramento County Traffic Manual and policies adopted by the Board of Supervisor until amended by the City of Rancho Cordova

Special Studies or Projects

- By mutually developed agreement


DIRECTOR
Tom Zlotkowski
2009
Barkdull- Student
Executive Secretary
Linda Hill
CHIEF
Engineering and Planning
Mike Penrose
2011
CHIEF
FINANCIAL ADMINISTRATION
Karen Stoyanowski
2609
CHIEF
Maintenance and Operations
Reza Moghissi
2614
Secretary
Jeri Howard
Holloran- Safety Tech
Training Coordinator
ASO II
Chad Williams
Rayganl- ACE I .5
Kokkinis- ACE II
Urbanik- ACE I
Vacant- Stucient
Moll- Prin Eng Tech
Vacant- Sr Eng Tech
Bigley- ACE
Basta- Sr Eng Tech
Hamilton-Sr Eng Tech
Murphy- Acct Tech
Fellows- Asst Land Arch
Blair- Asst Land Arch
Velasco- ACE II
Nguyen- ACE II
Rebel- Prin Eng Tech
Price- Prin Eng Tech
Fujii- Prin Eng Tech
Tumamao- ACE II
Jaenike- ACE II
Vacant-Prin Eng Tech
Martinez- Eng Tech II
Fermo- Student
Mueller- ACE II
Crowl- ACE II
Wilson- ACE II
Arreola- Eng Tech I
Cornejo- ACE II
Phan- Sr Eng Tech
Vacant- Sr Eng Tech
Vacant- ACE I
Eslabon- ACE II
Liu- ACE II
Samuelson- ACE I
Vacant- Student
Martinez- ASO I
Beasy- Acct Tech
Kirtley- AC II
Dymek- Acct Tech
Conaty- Accountant II
Resnikoff- Accountant II
Tullis- Student
Perez- Sr. IT Tech
Coker- Prin Eng Tech
Grubbs-Contractor
Yonemura-Contractor
Bewsey- Student
Purchasing
Thao- AC III
Juniper- AC I I
Yadao- AC I I
Miller- AC II
Payroll/Personnel
Vacant- Sr. OSC
Joslin- OSC II
Elliott- OSC II
Rania- OS I I
Customer Service Center
Circo- SOA
Pruitt- OA II
Dunn- OA II
Clerical Support
Vacant- SOA
Rommel- Secty-(C)
Sharma- OS II
Nevin- OA II
Atay- AC II
Uyeda- ACE I
Vacant- ACE I
Vacant- Sr Eng Tech
Krueger- Eng Tech II
Crane- Eng Tech II
Slavich- Eng Tech II
Wan- Eng Tech I
Vacant- ACE!
Braun- Prin Eng Tech
Keck- Prin Eng Tech
Do- Sr Sig Tech
Calderon- Sr Sig Tech
Vacant- Sr Sig Tech
Bettencourt- Sig Tech
Igan- Sig Tech
Perkin- Sig Tech
Coloma- Sig Tech
Thorsell- Sr Sig Tech
Herzer- Sr Sig Tech
Sailor- Sr Sig Tech
Kong- Sig Tech
Lowry- Sig Tech
Vacant- Sig Tech
Corona- Sr Sig Tech
Clarke- Sr Sig Tech
Arthur- Sr Sig Tech
Vacant- Sig Tech
Vacant- Sig Tech
Haupert- Sr Sig Tech
Sheppard-Sr Sig Tech
Beskeen- Sig Tech
McQuade- Sig Tech
Sandino- Sig Tech
Korsak- Sr Sig Tech
Bisher- Sr Sig Tech
Hsu- Sr Sig Tech
Del Rosario-Sr Sig Tech
Strand- Sr Sig Tech
Le Gro- Sr Sig Tech
Hepburn- Sig Tech
Baldwin- TSMW III
Downing- TSMW II
VanKuren- TSMW II
Lane- TSMW II
Monceaux - TSMW III
Hayes, R- TSMW III
Foster- TSMW III
Todd- TSMW III
Vaden- TSMW II
Bentley- TSMW II
Monnot- TSMW II
Driver- TSMW II
Smithers- TSMW II
Thompson- TSMW II
Nolting- TSMW II
Brown- TSMW II
Grabin- TSMW II
Revering- TSMW II
Lai- TSMW II
Howard- TSMW I
Vacant- TSMW
Villarreal- TSMW II
Espinoza- TSMW II
Bruce- TSMW II
Miller- TSMW I
Hayes,P- TSMW I
Gee- TSMW I
Corcoran- TSMW I
Murdock- TSMW I
Nidever- TSMW II
Robinson- TSMW II
Kilmer- TSMW II
Cornwell- TSMW II
Arrowsmith- TSMW II
Brown- TSMW II
Jackson- TSMW I
Johnson, A- TSMW I
Sykes- TSMW I
Billeci- ACE II
Gross- ACE I
Hernandez- ACE II
Nguyen- Eng Tech II
Xiong- Student
Wright- ACE I
Kokilananda ACE II
Vacant- Eng Tech II
Right-of-Way Assoc CE
Roy Carlson
Borrilez-Prin Eng Tech
Vacant-ACE
Lofton- Student
Drainage & Bridge Maint
Assoc CE
Mike Meschi
Khang- ACE II
Mestek- Sr Tech
Vacant-Eng Tech II
Pavement Design Assoc CE
Keri Wick
Faris- ACE II .5
Magadia- ACE I
Johnson, B- Prin Eng Tech
Treleven- Eng Tech I
Reyes- Student
Pavement Mgmt. System
Assoc CE
Rupa Somavarapu
Meier- ACE I
Landscape Maint Assoc Land Arch
Bret Krieger
Tu- Asst Land Arch II
CSA 1/Claims/ Legal Records Assoc CE
Jeff Lowry
Beny- ASO II
Khashabi- ACE II
Cunningham- ACE II
Torres- ACE I
Vacant- TSMW II
Berg- TSS
Johnson, K-Eng Tech II
Chey- Student
Nassar- Student
County Wide Fixed Bridges Hwy Maint Sup I
Steve McCrumb
Nickerson- Sr BMW
Bollig- Sr BMW
Phouaypha- BMW
Biederer- BMW
Schwerdtfeger- BMW
Bouslaugh- BMW
Mov. Bridges/Delto Hwy Maint Sup II
Dan Kibler
Bieber- BO
Sears- BO
Whitaker- BO
Schultz- BO
Simmons- BO
Throop- BO
Temporary Bridge Operator
Kirch- BO
Molina- BO
Russel- BO
Smith- BO
Folland- TBO
Haggard- TBO
Nelson- TBO
Tobias- TBO
Wynn- TM=BO
South Tree Maint Tree Sup II
Robert Roma
Carpenter- TT
Mahnke- TT
Stewart- TT
Wheala- TT
Johnson, P- HMW
Garcia Chip- MW
Higgins- MW
NCCY Tree Maint Tree Sup I
Mark Forster
McClintic- TT
Torres- TT
Cook- TT
Arreola- TT
Friend- HMW
Welchman- HMW
Hogan- MW
County Wide Landscape/PCA Hwy Maint Sup I
Brian Walsh
Hicks- Sr HMW
Bonfiglio- Sr HMW
Petty- Sr HMW
Lugo- Sr HMW
Hogan- HMW
Cecil- HMW
Garcia Mark- MW
County Wide Vegetation Maint Hwy Maint Sup I
Steve Gutierrez
Botelho- Sr HMW
McCormack- Sr HMW
Reyes- Sr HMW
Green- Sr HMW
County Wide Hazmat/Litter Night Sweeping/ Yard
Mike Garcia
Brown- Sr HMW
Butler- Sr HMW
Lowery- Sr HMW
Cardany- Sr HMW
Simmons-Sr HMW
Ortega- HMW
Bentley- HMW
Kimbrough- HMW
Regional
Hwy Maint Sup II
Bob Sphar
Molina- EO
Rodrigs- EO
Rossow- EO
Ingle- Sr HMW
McCain- Sr HMW
Farfan- Sr HMW
Hall- Sr HMW
Hampton- Sr HMW
Thomas- HMW
Regional
Hwy Maint Sup II
Larry Mahoney
Lambert- EO
Hernandez, B- EO
Hernandez, D- EO
Crowder- Sr HMW
Easterla- Sr HMW
Hunt- Sr HMW
Miller- Sr HMW
Rios- Sr HMW
Vorbeck- Sr HMW
Virga- HMW
Wheeler- HMW
Carder- HMW
Community Maint 1,2,4,7,25
Hwy Maint Sup I
Steve Ramme
Brown- EO
Carrillo- Sr HMW
Clark- Sr HMW
Hayes- Sr HMW
Howard- Sr HMW
Wellman- HMW
Community Maint 3,9
Hwy Maint Sup I
Scott Kelley
Galvan- Sr HMW
Laciste- Sr HMW
Lugo- HMW
Soukup- HMW
Rowton- HMW
Community Maint 4,5
Hwy Maint Sup I
Ray Ricci
Lottes- Sr HMW
Rieizke-- HMW
Dawson- HMW
Community Maint 10, 11
Hwy Maint Sup 1
Brian Shine
Espinosa- EO
Verwoest-Sr HMW
Fines- HMW
Vela- HMW
Phouaypha- Sr HMW
Vacant - Sr HMw
Vacant- HMW
Vacant- HMW
Region 3
Hwy Maint Sup II
Vic Finell
Scotti- EO
Greenleaf- EO
Cooley- EO
Solari- Sr HMW
Manes- Sr HMW
McWhorter- Sr HMW
Padilla- Sr HMW
Hawkes- HMW
Peterson- HMW
Region 4
Hwy Maint Sup II
Bob Miesen
Boyd- EO
Ramme D- EO
Thomas- EO
Turner- Sr HMW
Bryan- Sr HMW
Lindahl- Sr HMW
Varvil- Sr HMW
Jones- Sr HMW
King- HMW
Community Maint 5/Delta
-Hwy Maint Sup I
Bruce Brummett
Treadway- Sr HMW
Young- Sr HMW
Garcia Sal-Sr HMW
DeOllos- Sr HMW
Nevarez- Sr HMW
Perez--HMW
Leach- HMW
Zamora- HMW
Community Maint 8
Hwy Maint Sup I
Glen Phillips
Gates- Sr HMW
Hood- Sr HMW
Alter- Sr HMW
Dutra- Sr HMW
Hagel,C- Sr HMW
Reeves- Sr HMW
Ramme,D- Sr HMW
Jones- HMW
Aakhus- HMW
AC = Account Clerk
Acct Tech = Accounting Technician
ACE = Assistant Civil Engineer
ASO = Administrative Services Officer
BMW = Bridge Maintenance Worker
BO = Bridge Operator
CE = Civil Engineer
Eng. Tech = Engineering Technician
EO = Equipment Operator
HMW - Highway Maintenance Worker
HMW (DM) = Highway Maintenance Worker (Delta Mower)
HMW (DP) = Highway Maintenance Worker (Delta Patch)
Land Arch = Landscape Architect
MW = Maintenance Worker
Oper = Operator
OA = Office Assistant
OS = Office Specialist
OSC = Office Specialist Confidential
Prin Eng Tech = Principal Engineering Technician
RW = Rotating Worker
SOA = Senior Office Assistant
Sr Sig Tech = Senior Signal Technician
Sig Tech = Signal Technician
TBO = Temporary Bridge Operator
Tech = Technician
TSMW = Traffic Sign Maintenance Worker
TSS = Traffic Signal Supervisor
TT = Tree Trimmer
Numbers = Budget Unit (xxxx)
SACDOT
SACRAMENTO COUNTY
DEPARTMENT OF
TRANSPORTATION
ORGANIZATION CHART
Updated: February 26, 2003
Call Jeri Howard 6-4729 for changes
P:\Shared Folders\Administration\OrgChart\~$NewOrgChartDTandBSmergedAA(3)

PUBLIC WORKS AGENCY
DEPARTMENT OF TRANSPORTATION

VISION

A safe and efficient transportation system that achieves community mobility for citizens, businesses, and industry within Sacramento County.

MISSION

Monitor, evaluate, and continuously improve the transportation system by:

- Maintaining and operating the existing infrastructure to the standard for which it was designed
- Respecting the environment in our daily activities
- Cooperating with others to address common interests
- Planning, designing, and constructing transportation facilities to accommodate a changing community
- Using public funds responsibly
- Informing and educating our customers on transportation issues

VALUES

To accomplish our Vision and Mission, we share the following Values:

- Pride
- Respect
- Integrity
- Teamwork
- Safety Awareness
- Continuous Improvement
- Personal and professional growth
- Respect for ethnic and cultural diversity
- Open, friendly and clear communication
- Positive, customer service oriented attitude

CITY OF RANCHO CORDOVA

SERVICE REQUEST FORM

ATTENTION CLIFF ROGERS

3328 Mather Field Road
Rancho Cordova, CA. 95670

Telephone (916)
FAX (916)

Date: _____ Service Request # _____ Time: _____

Requestor Information

City Requester Name: _____ Emergency: Yes ☐ No ☐

Constituents Name

First Name: _____ Last Name: _____

Company _____

Address: _____ City: _____

Home Phone: _____ Work Phone: _____

Work Location Description: _____

Cross Street: _____

Problem Description: _____

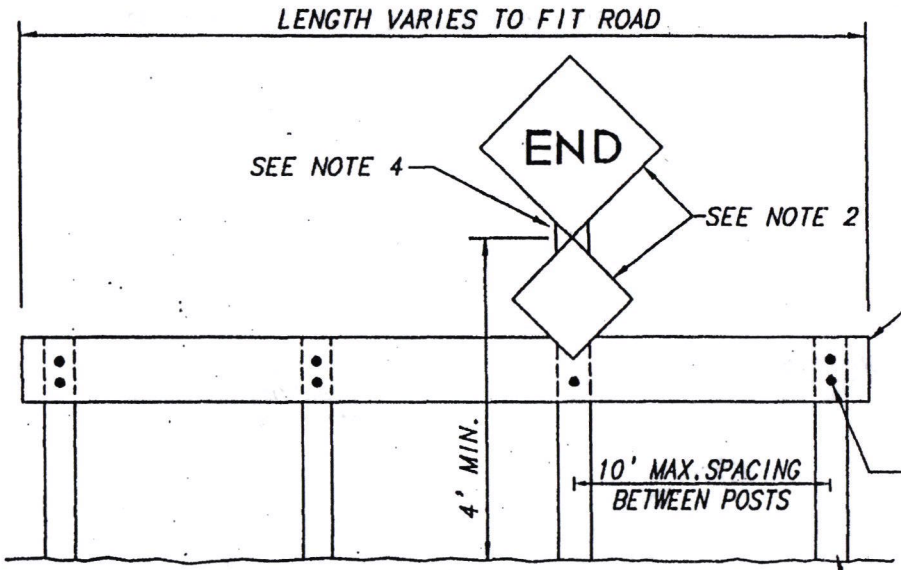
Requested Action, Comments: _____

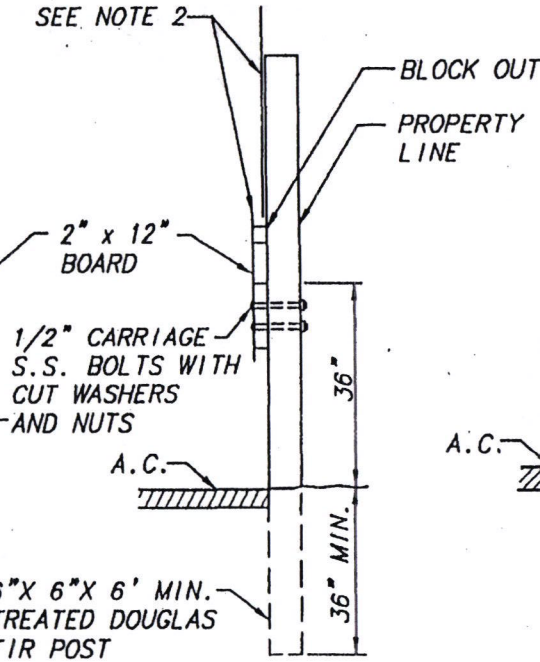
Cost Estimate Needed: Yes ☐ No ☐ Transportation Cost Estimate: _____

City Approval Of Cost Estimate & Work: _____

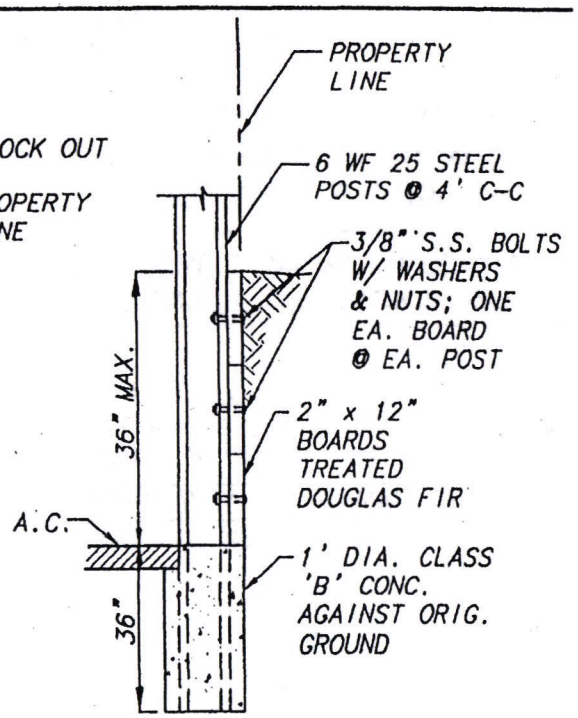
Dept. Transportation Fax (916) 875-5773 Transportation Representative Phone (916) 875-4929
Transportation Customer Service Phone (916) 875-5857
Transportation Representative E-mail address (rogersc@pwa.co.sacramento.ca.us)

RanchoCordovaRevisedServiceRequestForm1-6-03
CDR:cdr





SIDE VIEW



STREET ENDING IN CUT WHERE SLOPE NOT OBTAINABLE

NUMBER AND SIZE OF SIGNS

R/W WIDTH	W31		TYPE N		C2 SIGN	
	SIZE	NO.	SIZE	NO.	SIZE	NO.
40' & 42'	24"	1	18"	1	36" x 24"	1
50', 56', 60', 66', 70', 74'	24"	1	18"	1	48" x 30"	1
80' & 84'	24"	2	18"	2	48" x 30"	1
108' & 130'	24"	3	18"	3	48" x 30"	1

NOTES:

1. WHERE PERMISSION HAS BEEN GRANTED TO CLOSE AN EXISTING PUBLIC STREET, A C2 "ROAD CLOSED" SIGN WILL BE REQUIRED ON THE CENTERLINE OF THE ROAD IN ADDITION TO THE W31 "END" SIGNS.
2. 24" x 24" W31 SIGNS AND 18" x 18" RED TYPE N MARKERS. BLOCK OUT AS NECESSARY FOR TYPE N MARKER TOP MOUNTING BOLT (BOTTOM MOUNTING BOLT NORMALLY THROUGH BARRIER RAIL). RED TYPE N MARKERS TO HAVE SOLID RED REFLECTIVE BACKGROUND WITHOUT ADDED REFLECTORS.
3. ALL EXPOSED SURFACES SHALL BE PAINTED WITH WHITE PAINT CONFORMING TO STATE STANDARD SPECIFICATION 91-3.
4. POST AT CENTER OR NEAREST TO CENTER ON RIGHT HAND SIDE TO BE EXTENDED TO PROVIDE MOUNTING FOR SIGNS.
5. POST SHALL BE PRESSURE TREATED PER STATE SPECIFICATION 58-1.02

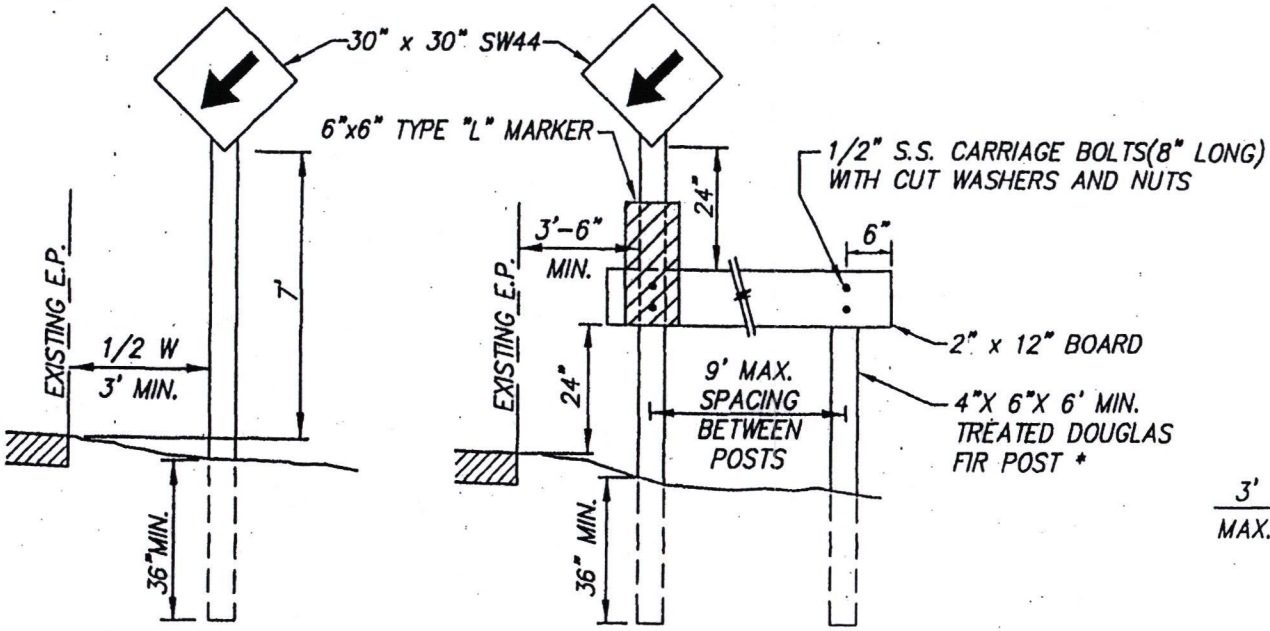
DIRECTOR

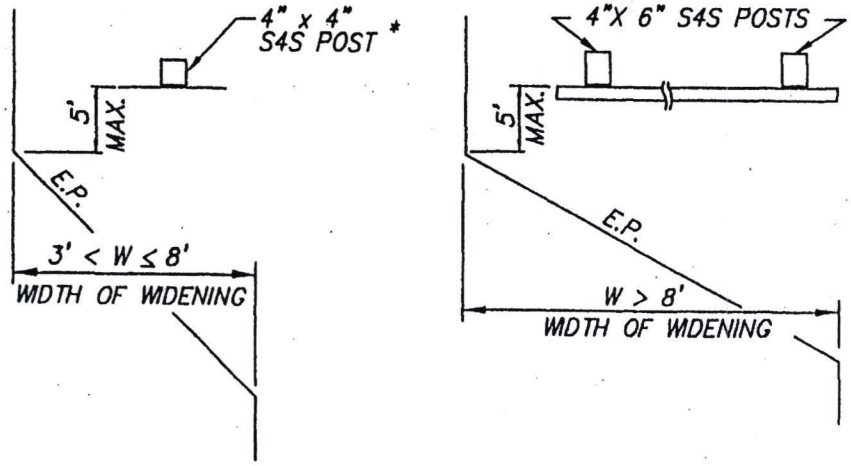
COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY

STREET CLOSURE TIMBER BARRICADE

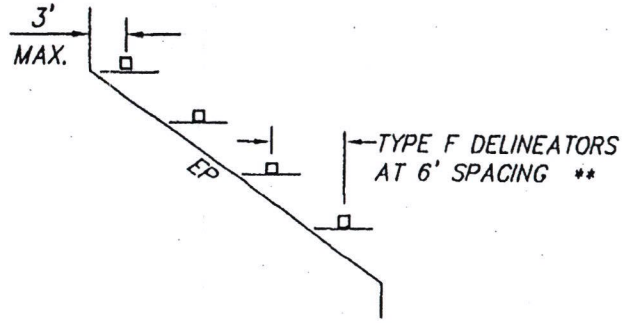
SCALE: NONE
DATE: 12/2000
DRAWN BY: COUNTY D.O.T.

4-38





NOTE:
ALL EXPOSED SURFACES SHALL BE PAINTED WHITE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTIONS 91-3.01 AND 91-3.02 OF THE STATE STANDARD SPECIFICATIONS.



SPECIAL APPLICATION AT DIRECTION OF ENGINEER

**SW44 IN LIEU OF TYPE F DELINEATOR AT DIRECTION OF ENGINEER

* STATE OF CALIFORNIA SPECIFICATIONS 58-1.02

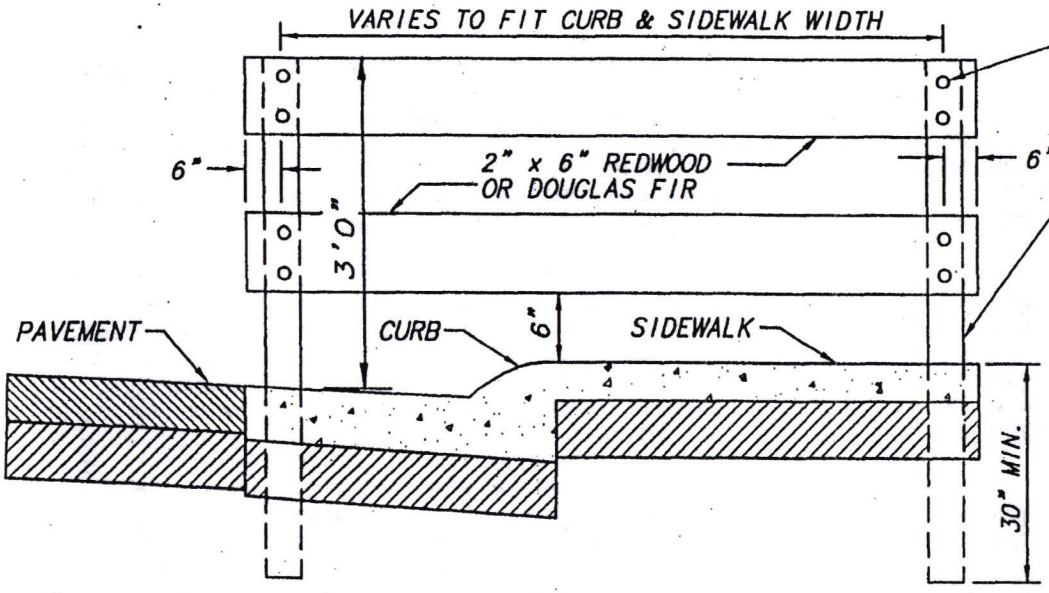
DIRECTOR

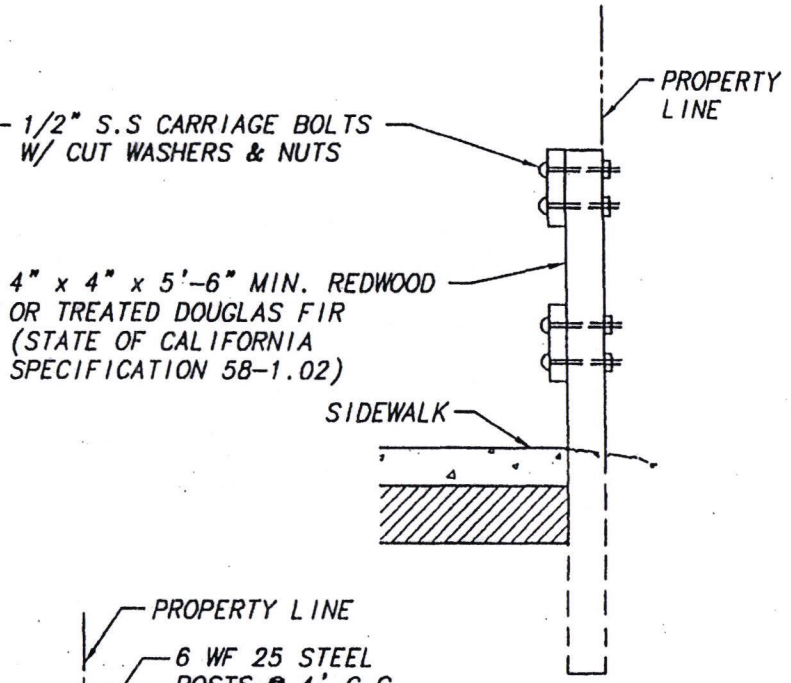
COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY

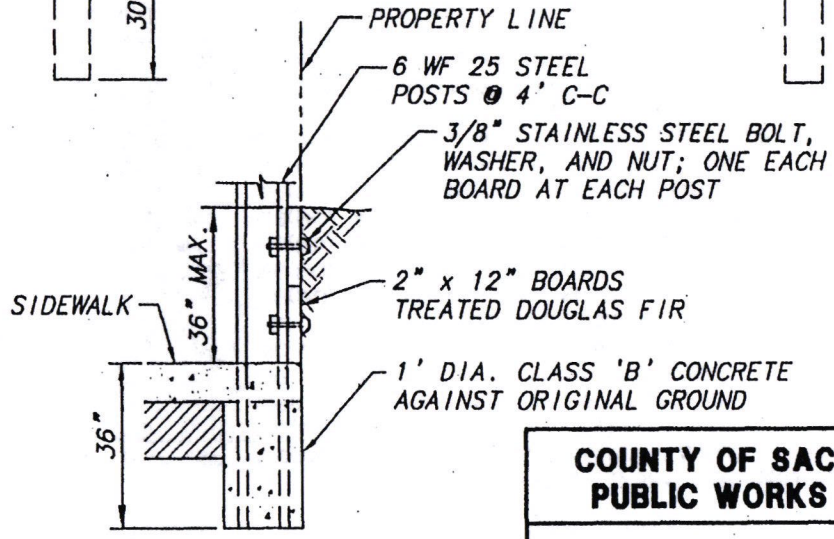
SIGNS AND BARRICADES AT ABRUPT CHANGE OF PAVEMENT WIDTH

SCALE: NONE
DATE: 12/2000
DRAWN BY:

4-39







NOTES:

1. SIDEWALK BARRICADES TO BE ERECTED AT EACH LOCATION WHERE SATISFACTORY PROVISION CAN NOT BE MADE FOR PEDESTRIAN TO CONTINUE BEYOND THE TERMINUS OF A SIDEWALK AND A HAZARD IS PRESENT.

2. ALL EXPOSED SURFACES TO BE PAINTED WITH TWO (2) COATS OF WHITE PAINT CONFORMING TO SECTION 91-3.02 OF STATE SPECIFICATIONS.

STREET ENDING IN CUT WHERE SLOPE IS NOT OBTAINABLE

DIRECTOR

COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY

SIDEWALK BARRICADE

SCALE: NONE
DATE: 12/2000
DRAWN BY: COUNTY D.O.T.

4-40

CITY OF RANCHO CORDOVA SIGNALIZED INTERSECTIONS

4-Feb-03

	Share	type	I/S #	Location name
1	RC 100%	SIG	664	BLECKELY ST & MATHER BLVD
2	RC 100%	SIG	366	BRIDLEWOOD/TRUCKE RIV & COLOMA
3	RC 100%	SIG	182	CHARDONAY DR & COLOMA RD
4	RC 100%	SIG	156	CHASE DR & COLOMA RD
5	RC 100%	SIG	242	COLOMA RD & ELMANTO DR
6	RC 100%	SIG(MC)	308	COLOMA RD & FOLSOM BL
7	RC 100%	SIG	248	COLOMA RD & MALAGA WY
8	RC 100%	SIG	208	COLOMA RD & MCGREGOR DR
9	RC 100%	PED	36	COLOMA RD & MILLS JR. H.S.
10	RC 100%	SIG(MC)	669	COLOMA RD & TRINITY RIVER DR
11	RC 100%	SIG	676	COLOMA RD/500' N/O & CHASE DR
12	RC 100%	PED	643	COLOMA RD/E/O & BENITA DR
13	RC 100%	SIG(MC)	305	CORDOVA/OLSON & FOLSOM BL
14	RC 100%	SIG(MC)	492	DATA/PROSPECT PK & WHITE ROCK
15	RC 100%	SIG(MC)	513	DOUGLAS RD & SUNRISE BLVD
16	RC 100%	PED	362	ELLENWOOD AV & ROUTIER RD
17	RC 100%	PED	220	EVADNA DR & WHITE ROCK RD
18	RC 100%	SIG(MC)	551	FITZGERALD RD & SUNRISE BLVD
19	RC 100%	SIG(MC)	716	FOLSOM BL & CORDOVA VILLAGE
20	RC 100%	SIG(MC)	495	FOLSOM BL & KILGORE RD
21	RC 100%	SIG(MC)	357	FOLSOM BL & LA LOMA DR
22	RC 100%	SIG(MC)	309	FOLSOM BL & MATHER FIELD/PASEO
23	RC 100%	SIG(MC)	517	FOLSOM BL & MCGREGOR DR
24	RC 100%	SIG(MC)	307	FOLSOM BL & MILLS PARK DR
25	RC 100%	SIG	593	FOLSOM BL & ROD BEAUDRY DR
26	RC 100%	SIG(MC)	310	FOLSOM BL & ROUTIER/W. LA LOMA
27	RC 100%	SIG(MC)	306	FOLSOM BL & ZINFANDEL DR
28	RC 100%	SIG(Fire)	486	FOLSOM BL W/O & ARAMON DR
29	RC 100%	PED(MC)	665	FOLSOM BL W/O MATHER FIELD RD
30	RC 100%	SIG(MC)	548	INTERNATIONAL & MATHER FIELD
31	RC 100%	SIG	525	KILGORE RD & WHITE ROCK RD
32	RC 100%	SIG	499	LINCOLN VIL/SYSTM PK & ROUTIER
33	RC 100%	SIG(MC)	318	MATHER FIELD & MILLS STATION
34	RC 100%	SIG	661	MATHER FIELD & PETER A MCCUEN BL
35	RC 100%	SIG	229	MATHER FIELD & ROCKINGHAM
36	RC 100%	SIG(MC)	574	MECHANICAL DR & SUNRISE BLVD
37	RC 100%	SIG	573	OLD PLACERV/RAMOS & ROCKINGHAM
38	RC 100%	SIG(MC)	416	OLSON DR & ZINFANDEL DR
39	RC 100%	SIG(MC)	491	PROSPECT PARK E. & WHITE ROCK
40	RC 100%	SIG(MC)	319	SUNRISE BLVD & ZINFANDEL DR
41	RC 100%	SIG(MC)	526	WHITE ROCK RD & ZINFANDEL DR
				Sacramento(S) County Shared Intersections
42	RC/C 50%	SIG(MC)	386	BRADSHAW & LINCOLN VILLAGE
43	RC/C 25%	SIG(MC)	251	BRADSHAW & OLD PLACERVILLE
44	RC/C 25%	SIG(MC)	28	BRADSHAW RD & FOLSOM BLVD
45	RC/C 50%	SIG(MC)	621	BRADSHAW RD & GORE/OATES
46	RC/C 33%	SIG(MC)	619	BRADSHAW RD & MICRON AVE
47	RC/C 25%	PED	679	COLOMA RD & CITRUS RD
48	RC/C 75%	SIG(MC)	104	COLOMA RD & SUNRISE BLVD
49	RC/C 50%	SIG(MC)	501	FOLSOM BL & HORN/PASEO RIO
50	RC/C 50%	SIG(MC)	326	FOLSOM BL & SUNRISE BLVD
51	RC/C 50%	SIG(MC)	400	GOLD COUNTRY BL & SUNRISE BL
52	RC/C 50%	SIG(MC)	353	GOLD EXP/TRINITY RIV & SUNRISE
53	RC/C 50%	SIG(MC)	496	GRANDBY DR & OLD PLACERVILLE
54	RC/C 50%	SIG(MC)	264	MCCREADY/SYSTEMS & OLD PLACERVILLE
55	RC/C 67%	SIG(MC)	500	OLD PLACERVILLE & ROUTIER
56	RC/C 50%	SIG(MC)	479	SUN CNTR/SUNRISE GLD & SUNRISE
57	RC/C 50%	SIG(MC)	493	SUNRISE BLVD & SUNRISE PARK DR
58	RC/C 50%	SIG(MC)	494	SUNRISE BLVD & TRADE CENTER DR
59	RC/C 50%	SIG(MC)	413	SUNRISE BLVD & WHITE ROCK RD
				Caltrans(C) Shared Intersections
60	RC/S 67%	SIG	285	MATHER FIELD & U.S. 50 E/B/R
61	RC/S 67%	SIG	284	MATHER FIELD & U.S. 50 W/B/R
62	RC/S 67%	SIG(MC)	727	SUNRISE BLVD & U.S. 50 W/B/R
63	RC/S 67%	SIG(MC)	560	SUNRISE BLVD & U.S. 50 E/B/R
64	RC/S 75%	SIG(MC)	427	ZINFANDEL & US-50 E/B/R/G.CNTR
65	RC/S 67%	SIG(MC)	527	ZINFANDEL DR & U.S. 50/W/B/R
				(City, County & Caltrans) Shared Intersections
66	RC/CS 33%	SIG(MC)	282	BRADSHAW RD & U.S. 50/E/B/R
67	RC/CS 33%	SIG(MC)	283	BRADSHAW RD & U.S. 50/W/B/R
68	RC/CS 25%	SIG	483	GRANTLINE RD & JACKSON/HWY 16
69	RC/CS 25%	SIG	327	SUNRISE BLVD & JACKSON/HWY 16

FL= Flasher; PED= Pedestrian signal; SIG= Actuated Signal; (MC)= Master control

Alphabetical list of roads in Rancho Cordova

ABBOT CT
ABBOTTFORD WAY
ABINGTON WAY
ABOTO WAY
AEROTEC CT
AGNES CIR
ALANDALE WAY
ALEGRE CT
ALICANTE WAY
ALTAWOOD CT
AMBASSADOR DR
ANANDA LN
ANGIE WAY
ANZA WAY
APPLE GROVE WAY
APPLE ORCHARD CT
APPLE RANCH WAY
ARAMON DR
ARGYLL WAY
ARIES WAY
ARMSTRONG AVE
ASHFORD CT
ASTRAL DR
ATHENS RIVER CT
ATOMIC CT
ATWOOD DR
AUDUBON WAY
AUGIBI WAY
AUTUMN BREEZE WAY
AUTUMNLEAF LN
AUTUMNWIND LN
AUVERNAT DR
AVERELL CT
BALADA WAY
BALLANTRAE WAY
BARBERA WAY
BAROQUE DR
BAROSSA CT
BASIE WAY
BAYWATER LN
BEAR HOLLOW DR
BECLAN DR
BELLONE WAY
BENITA DR
BENNY WAY
BERRYWOOD DR
BERWICK WAY
BETLEN CT
BETSY WAY
BETTENCOURT LN
BEXLEY DR

Alphabetical list of roads in Rancho Cordova

BIANCA CT
BIANCO CT
BIRMINGHAM WAY
BISCANEWOODS WAY
BISCAY WAY
BLACK CORAL WAY
BLACKBURN WAY
BLACKPOOL WAY
BLACKSTONE WAY
BLECKELY ST
BLUESTAR CT
BOLD RIVER CT
BORMAN ST
BOTA CT
BOUCHET WAY
BRADSHAW RD
BRAVADO DR
BRAZOS RIVER CT
BRENDA WAY
BRIANTOWN CT
BRIDLEWOOD DR
BROAD RIVER CT
BROMLEY WAY
BRONWOOD WAY
BRUBECK DR
BUENA PLAZA CIR
BUFFALO RIVER CT
BUFFINGTON ST
BULLARD ST
BURLINE ST
BURTON CT
BUSINESS PARK DR
BUTLER CT
BYRD DR
CABERNET WAY
CAHILL CT
CALLE DEL SOL WAY
CAMPANA WAY
CANO CT
CAPITAL CENTER DR
CAPITALES DR
CARDIFF WAY
CARIEL CT
CARLOS WAY
CASIMER CT
CATAWBA WAY
CEDAR RIVER CT
CENTAUR CT
CERVANTES DR
CHARBONO WAY
CHARDONAY DR

Alphabetical list of roads in Rancho Cordova

CHARTERS CT
CHASE DR
CHASSELLA WAY
CHEMO RIVER CT
CHERTSEY CT
CHESTER RIVER CT
CHETTENHAM DR
CHIANTI CT
CHISWELL WAY
CILKER RIVER WAY
CIRRUS WAY
CITRUS RD
CLUB HOUSE DR
COBBLEOAK CT
COBBLEROCK DR
COBBLESTONE DR
COCHISE CT
COLISEUM WAY
COLOMA RD
COMET CT
COMPTON CT
CONCORD RIVER CT
CONGO RIVER CT
COOLIDGE WAY
CORBIN WAY
CORDOVA GLEN CT
CORDOVA LN
CORVINA DR
COUCHET WAY
COUNT
COUNTESS COURT
COUNTRY WAY
COUNTRYSIDE WAY
CRANOR DR
CRAWFORD WAY
CRIMORA CT
CRIMSONWOOD WAY
CRISTOBAL WAY
CROETTO WAY
CROOKEN RIVER CT
CROYDON WAY
CRYSTAL VIEW LN
CULP WAY
CYPRESSWOOD WAY
CYRUS RIVER CT
DAIN CT
DANBURY WAY
DANIEL WAY
DATA DR
DATTIER CT
DAVELAR CT

Alphabetical list of roads in Rancho Cordova

DAWES ST
DE SOTO WAY
DEBELLEVUE ST
DEDO WAY
DEL REY CT
DENKER ST
DISK DR
DISMANTLE CT
DIXIELAND WAY
DOLECETTO DR
DON JUAN DR
DOUGLAS RD
DOYLE WAY
DRACO DR
DREXEL CT
DUNBAR WAY
DURELLO CIR
DUTCHESS WAY
E TIFFANY LN
EAGLE RIVER CT
EDEN RIVER CT
EEL RIVER CT
EGMONT WAY
EKNES WAY
EL BURLON CIR
EL CANTO CIR
EL CAPRICE DR
EL CEDRO CT
EL CEJO CIR
EL CERCO CT
EL CHICO CIR
EL CHORLITO DR
EL CINO CT
EL GRANDE CT
EL LUJO WAY
EL MARIDO CT
EL MERCADO DR
EL PARQUE CIR
EL PAVO WAY
EL PINZON CT
EL ROCCO WAY
EL SEGUNDO DR
ELGIN RIVER CT
ELKS CIR
ELLENBROOK DR
ELLENWOOD AVE
ELLISON DR
ELMANTO DR
ELMCREST LN
EPIC CT
ERLA CT

Alphabetical list of roads in Rancho Cordova

EVADNA DR
EXPLORER DR
FABER WAY
FARNSWORTH WAY
FEDERALIST LN
FELTHAM WAY
FEMOYER ST
FENDANT DR
FILMORE LN
FIRE OPAL CT
FIRESIDE WAY
FISKE CT
FITE CIR
FITZGERALD RD
FLORAL HILLS WAY
FOLKLORE WAY
FOLSOM BLVD
FORESTLAKE DR
FRASER RIVER CT
FROGS LEAP DR
FROOM CIR
FURMINT WAY
GADSTEN WAY
GANZAN WAY
GARDENWOOD WAY
GARRETT WAY
GAYWOOD DR
GEMINI WAY
GEORGETOWN DR
GILA RIVER CT
GILBERT WAY
GILBERT WAY
GILRUTH
GINGERWOOD WAY
GIVET WAY
GLENEYRE CT
GLENFAIRE DR
GLENHAVEN WAY
GLENMOOR DR
GLENVIEW WAY
GOINYOUR WAY
GOLD CAMP DR
GOLD CANAL DR
GOLD CENTER DR
GOLD DREDGE WAY
GOLD FLAKE CT
GOLD PAN CT
GOLD TAILINGS CT
GOLD VALLEY DR
GOLDEN EAGLE WAY
GOLDEN INN WAY

Alphabetical list of roads in Rancho Cordova

GOLDSBORO CT
GOLLER CT
GONZALEZ WAY
GORGE RIVER CT
GOULD WAY
GRANBY DR
GRANT LINE RD
GRAYSON WAY
GREEN BLOSSOM CT
GREEN WING WAY
GREENSBORO CIR
GRISSOM AVE
GUMTREE DR
GWENDOLYN WAY
GWENDOLYN WAY
HANDBALL CT
HARTFORD CT
HARTSELLE WAY
HEARTWOOD WAY
HERITAGE GLEN LN
HERMOSA CT
HESS CT
HIRSCHFELD WAY
HOGARTH DR
HOLLYDALE WAY
HOLMES WAY
HOME RANCH CT
HORN RD
HUNT DR
HWY 50
HYDRAULIC DR
ILIFF CT
INTERNATIONAL DR
INVESTMENT CIR
ITALIA WAY
JACKSON RD
JEAGER RD
JOERGER ST
JORDAN RIVER CT
JUPITER DR
KACHINA WAY
KAYWOOD CT
KELLOGG WAY
KELLY RYAN CT
KENEBEE RIVER CT
KERN RIVER CT
KETCHAM DR
KIEFER BLVD
KILGORE RD
KIMWOOD LN
KING WAY

Alphabetical list of roads in Rancho Cordova

KINGFISHER WAY
KINGS RIVER CT
KINGSTREE LN
KLAMATH RIVER DR
KLEVNER WAY
KNIGHT
KNIGHT COURT
KNIGHTWOOD WAY
KOBIAS CT
KRANHOLD WAY
LA ALEGRIA DR
LA CHOVA CT
LA CUMBRA CIR
LA ESPOSO CT
LA GLORIA WAY
LA GRAMA DR
LA LOMA DR
LA MAR CT
LA PLACITA DR
LA PRESA WAY
LA RONDA CT
LA RUE WAY
LA VERTA CT
LAMBRUSCA DR
LAS CASAS WAY
LAS TUNAS CT
LAURELHURST DR
LE ANN DR
LEVEE RD
LEWITT DR
LIBRA AVE
LINCOLN VILLAGE DR
LOCKHEED AVE
LORD ROAD
LOS AMIGOS DR
LOS NOGALES WAY
LOS PALOS DR
LOWER PLACERVILLE RD
LUCIA CT
LUELLA CT
LUVETA WAY
LUYUNG DR
LYRA ST
LYRA ST
MACE RIVER CT
MACREADY ST
MAGICWOODS CT
MAJESTY WAY
MAJO CT
MALAGA WAY
MALAGA WAY

Alphabetical list of roads in Rancho Cordova

MALBEC CT
MALOS WAY
MALVASIA DR
MAMMOTH RIVER CT
MANUFACTURERS DR
MAPOLA WAY
MARCEL WAY
MARCILEE WAY
MARDI GRAS CT
MARDI GRAS CT
MARGATE WAY
MARS WAY
MARTINIO CT
MARYVALE WAY
MASONI WAY
MATHER BLVD
MATHER EAST RD
MATHER FIELD RD
MAXINE WAY
MAYO CT
MCBRIDE CT
MCGREGOR DR
MECHANICAL DR
MENDONCA DR
METEOR DR
METEOR DR
MILAZZO WAY
MILLS ACRES CIR
MILLS PARK DR
MILLS RANCH DR
MILLS STATION RD
MILLS TOWER DR
MIRA RIVER CT
MISTY MORNING CIR
MODERNA CT
MOMOLO CT
MONIER CIR
MONTE VALLO CT
MOOSE RIVER CT
MORA CT
MORAINE CIR
MORALES CT
MORETTO CT
MORGAN RIVER CT
MOSCANO WAY
MOSSY OAKS CT
MUSCAT WAY
NADA CT
NEBULA WAY
NEGRARA WAY
NEGRARA WAY

Alphabetical list of roads in Rancho Cordova

NEIRETTO CT
NEW RIVER CIR
NEWTON WAY
NIKE CT
NILE RIVER CT
NOATAK RIVER CT
NOBEL CREST LN
NOBLESSA WAY
NOGALERA WAY
NORDEN ST
NORTHPORT CT
NOSLER CT
NUT PLAINS DR
OAKTON WAY
OBERUN RIVER CT
OCTAVIA WAY
OHIO RIVER DR
OLD PLACERVILLE RD
OLD WINERY PL
OLEANDER VIEW WAY
OLSON DR
OMEC CIR
OMEC PIKE
ORBIT CT
ORLEANS RIVER CT
PACIFIC CT
PAIUTE WAY
PALM GROVE DR
PALM VIEW LN
PALMWOOD CT
PALO VISTA WAY
PANTAGES CIR
PASEO DR
PATKIRK CT
PATRIOT LN
PATRIOT LN
PATRIOT LN
PATRIOT LN
PATRIOT LN
PECAN GROVE WAY
PECOS RIVER CT
PEDRO WAY
PEGASUS WAY
PELARA CT
PELARA WAY
PINEACRE LN
PINELLA WAY
PINETREE CT
PINOT WAY
PINTURO WAY
PISCES DR

Alphabetical list of roads in Rancho Cordova

PISTACHIO WAY
PIT RIVER CT
PLACER LN
PLATINUM CT
PLATTE RIVER CT
PLUMA CT
POLARIS DR
POOLE DR
PORTAGE RIVER CT
PORTSMOUTH DR
POTOMAC RIVER CT
POWDER RIVER CT
PRESTIGE LN
PROGRESS CT
PROSPECT PARK DR
QUALITY DR
QUARRY CT
QUEBEC RIVER CT
QUEENWOOD DR
QUICKSILVER DR
RAGTIME CIR
RAINBOW RIVER CT
RAMO CT
RAMOS CIR
RAMSGATE WAY
RANCHITO CT
RASHAWN DR
RAVEN'S WAY
RAVEN'S WAY
RAVINE CIR
REBA CT
RECYCLE RD
RED BROOK WAY
RED CEDAR CIR
REDBURN LN
REDCOAT LN
REDSTONE DR
REFINEMENT RD
RESERVE DR
RESERVE DR
REYMOUTH AVE
RHINE RIVER CT
RHODA WAY
RIBIER WAY
RIESLING WAY
RINDA DR
RIVER EDGE WAY
RIVER MIST WAY
RIVER TRAILS CIR
RIVER VISTA WAY
RIVER WOOD WAY

Alphabetical list of roads in Rancho Cordova

RIVERLITE CT
ROANOKE RIVER CT
ROCKINGHAM DR
ROCKY HILLS LN
ROD BEAUDRY DR
ROLLING RIVER LN
ROMANI CT
ROMFORD WAY
ROSADO WAY
ROSE HILL CT
ROSSMOOR DR
ROUTIER RD
ROYAL CREST CIR
ROYALWOOD LN
RUDAT CIR
RUGBY CT
RUSSIAN RIVER CT
RUSTICWOOD WAY
RYDE CT
S WHITE ROCK RD
SABINE WAY
SABLE RIVER CT
SAGEWOOD CT
SALLY CT
SALTANA WAY
SANBURY CIR
SANDERS DR
SANDERS DR
SANTIAM RIVER CT
SARAMENT CT
SARDA WAY
SATOW DR
SATURN DR
SAUK RIVER CT
SCARSDALE CT
SCHIRRA AVE
SCHRIEVER AVE
SCORPIO DR
SCOTSMAN WAY
SEA BREEZE WAY
SEABORG WAY
SEAL CT
SECURITY PARK DR
SEGOVIA WAY
SEMILLON WAY
SEPTER ROAD
SHAWN WAY
SHERI RIDGE WAY
SHRINE
SHYLA WAY
SIERRA CREST WAY

Alphabetical list of roads in Rancho Cordova

SIERRA GLEN WAY
SIERRA VISTA DR
SILVERWOOD WAY
SKAGIT RIVER CT
SKYWARD CT
SMITHLEE DR
SOBRANTE WAY
SOLAR WAY
SONATA DR
SPAULDING WAY
SPORTSMAN CT
SPREADING OAK LN
SQUANAN RIVER CT
STAPP AVE
STARRLYN WAY
STEPHINA CT
STERLING WOOD WAY
STILLWIND LN
STIRLING PARK DR
STOKE CT
STOKEWOOD WAY
SUMMERBREEZE CT
SUMMERFIELD CT
SUN CENTER DR
SUN CENTER DR
SUNBEAM WAY
SUNBROOK LN
SUNDALE DR
SUNNY HILLS DR
SUNOL WAY
SUNRISE BLVD
SUNRISE PINES DR
SWANSEA WAY
SYSTEMS PKWY
TAILINGS DR
TAISLEY DR
TANNAT WAY
TEMPLE ROAD
TENWOODS CT
TERRA LOMA DR
TERRIER WAY
TEXAS RIVER CT
THERESA CT
THORES ST
TIBER RIVER DR
TIERRA GRANDE CIR
TIFFANY WEST WAY
TOPAZ HILLS CT
TORMOLO WAY
TORO CT
TORY LN

Alphabetical list of roads in Rancho Cordova

TRADE CENTER DR
TRAILS CT
TREEN CT
TREFETHEN CT
TRINITY RIVER DR
TRONERO WAY
TROY CT
TRUCKEE RIVER DR
TRUE CT
TUSCANO CT
TUSKET RIVER DR
TWILLEY DR
TWIN CT
TYLER RIVER CT
TYWOOD CT
UNION SPRINGS WAY
UTICA CT
UTOPIA RIVER CT
VALLEY VIEW DR
VAN NUYS WAY
VAN STRALEN WAY
VANGUARD DR
VEHICLE DR
VERDELLO WAY
VERNACCIA CIR
VIANI WAY
VIANO CT
VIEWOODS CT
VIKING DR
VIRGO ST
VON BRAUN AVE
VON KARMAN ST
W LA LOMA DR
WABASH RIVER CT
WALNUT GROVE WAY
WALNUTWOOD WAY
WARRENTON DR
WEIKERT DR
WESTON WAY
WESTWOOD CT
WHISPERING PINES DR
WHISTLER WAY
WHITE ROCK RD
WHITEHEAD ST
WHITEHEAD ST
WIGAN CT
WILDERNESS RD
WILDWIND CT
WINCHESTER WAY
WIND RIVER CT
WINDHAVEN LN

Alphabetical list of roads in Rancho Cordova

WINTERWIND LN
WINTERWOOD WAY
WOODBERRY WAY
WOODBRIDGE WAY
WOODCLIFF WAY
WOODHOLLOW WAY
WOODKIRK CT
WOODLAWN DR
WOODLAWN DR
YAKIMA RIVER CT
YUKON RIVER WY
ZAGOS CT
ZEUS CT
ZIBIBBA WAY
ZINFANDEL DR
ZION WAY
ZODIAC CT
ZUEGER CT

Street Sweeping- Night Time

List of Night Time Street Sweeping locations in Rancho Cordova: Roads with bike lanes will also be swept.

1. Old Placerville Rd.
2. Rockingham Rd.
3. Mather Field Rd.
4. International Dr.
5. White Rock Rd.
6. Zinfandel Rd.
7. Folsom Blvd.
8. Coloma Rd.
9. Sunrise Blvd.
10. Trade Center Dr.

Sweeping Bike Lanes

Street Name:	Perimeters:	Length (mi.):
1. Gold Country Blvd.	Sunrise Blvd. To Hazel Ave.	5.84
2. Gold Express Dr.	Gold Rush Dr. to Sunrise Blvd.	0.86
3. Gold Rush Dr.	Coloma Rd. to Gold Country Blvd.	1.03
4. Ambassador Dr.	River Edge Way to Oakton Way	3.4
5. McGregor Dr.	Ambassador Dr. to Folsom Blvd.	2.39
6. Chase Dr.	Coloma Rd. to American River Parkway	0.88
7. Rod Beaudry Dr.	Folsom Blvd. To American River Parkway	0.76
8. Routier Rd.	Old Placerville Rd. to Folsom Blvd.	2.81

Bridges in City of Rancho Cordova

The following is a list of Department maintained bridges and guardrail sites in the City of Rancho Cordova.

Rancho Cordova Bridges

Bridge Name	Bridge Location	Map Page
Sunrise Blvd.	Sunrise at American River	280 A4
Kiefer Blvd.	N/o Grant Line Rd. on Laguna Creek	320 H5
Sunrise Blvd.	N/o Douglas Rd. at Morrison Creek	300 C6
Sunrise Blvd.	S/o Refinement Rd at Morrison Creek	300C6
Beclan Drive	W/o Zinfandel Dr. Natomas Creek	299G1
Aramon Drive	S/o Chardonay Dr. Natomas Creek	299G1
Dolecetto Drive	N/o Chasella Way Natomas Creek	299G1
Coloma Road	N/o Dolecetto Dr. Natomas Creek	299F2
Dawes Street	N/o Dolecetto Dr. Natomas Creek	299F2
Horn Road	W/o Routier Rd. Boyd Drainage	299D5
Draco Drive	S/o Lincol Village Sutter Slough	299C6
Bradshaw Road	N/o Country Dr. Sutter Slough	299C6

Rancho Cordova Bridge Over Crossings

Over Crossing Name	Location	Map Page
Sunrise Blvd.	Highway 50	280A7
Folsom Blvd.	Highway 50	299J1
Zinfandel Dr.	Highway 50	299H2
White Rock Road	Highway 50 Ped Walk	299G3
Mather Field Road	Highway 50	299F4
Routier Road	Highway 50	299E5
Bradshaw Road	Highway 50	299C6

Rancho Cordova Folsom South Canal

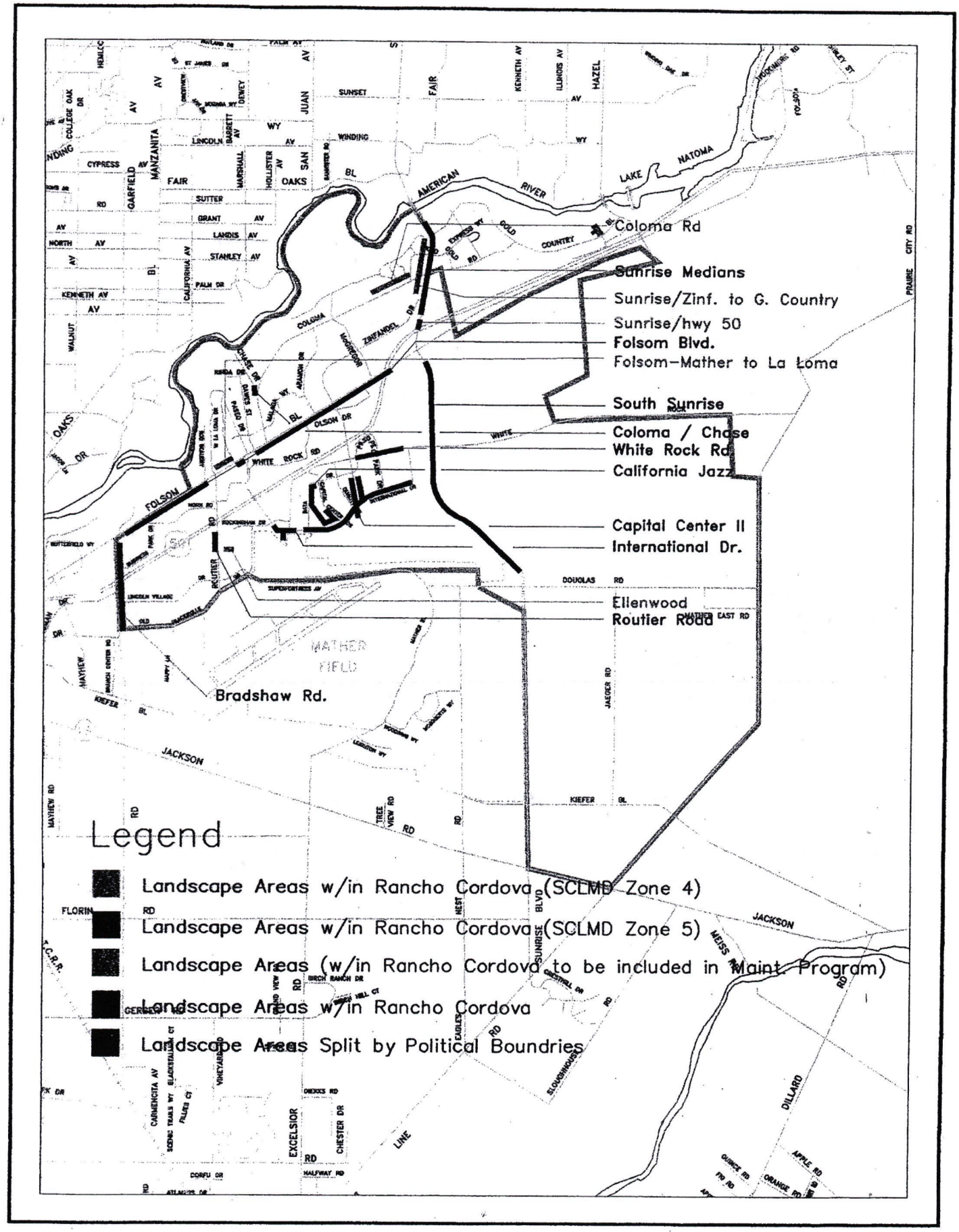
Canal Crossing Name	Location	Map Page
Sunrise Blvd.	Folsom South Canal	300A2
White Rock Road	Folsom South Canal	300A2
Douglas blvd.	Folsom South Canal	300B7

Guardrails in Rancho Cordova

Guardrail Name	Location	Map Page
South White Rock Road	N/o Laurelhurst Dr.	299G3
Elmanto Drive	Anza Way	279J6
Coloma Road	Chase Drive	299F2
Coloma Road	Newton Way	299F2

Sound Wall in Rancho Cordova

Sound Wall Name	Location	Map Page
Hogarth Drive	Center of Hogarth @ 50	299D5


Coloma Rd
Sunrise Medians
Sunrise/Zinf. to G. Country
Sunrise/hwy 50
Folsom Blvd.
Folsom-Mather to La Loma
South Sunrise
Coloma / Chase
White Rock Rd
California Jazz
Capital Center II
International Dr.
Ellenwood
Routier Road
Bradshaw Rd.
Legend
Landscape Areas w/in Rancho Cordova (SCLMD Zone 4)
Landscape Areas w/in Rancho Cordova (SCLMD Zone 5)
Landscape Areas (w/in Rancho Cordova to be included in Maint. Program)
Landscape Areas w/in Rancho Cordova
Landscape Areas Split by Political Boundries

Memorandum

Agenda date: June 21, 2004

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: AGREEMENT WITH WELLS SWEEPING L.L.C. TO PROVIDE STREET SWEEPING SERVICES

DISCUSSION:

The County of Sacramento originally submitted a proposal for street sweeping services for the City of Rancho Cordova in their Service Agreement Plan & Budget. Staff also solicited a proposal from Wells Sweeping L.L.C. Wells Sweeping L.L.C. is a private company that currently provides street sweeping services for the City of Citrus Heights. The following summarizes the services provided as well as associated costs for each proposal:

County of Sacramento:

The frequency of services consists of the following:

Arterial and collector – once per month.
Residential collector – once per month
Residential streets – once per month.

The cost for the County's street sweeping was originally included in their Service Agreement Plan & Budget proposal. The budget to provide the City of Rancho Cordova with street sweeping services for the 04/05 year is $148,123.

Wells Sweeping L.L.C.:

The frequency of services consists of the following:

AGENDA ITEM # 22

Arterial and collector – twice per month.
Residential collector – once per month
Residential streets – once per month.

Well Sweeping's proposal also includes the cost associated with 3 emergency on-call mobilizations per month and 2 hours of emergency on-call sweeping for residential streets, residential collector streets and commercial streets per month.

The attached contract is structured for a two (2) year period with the option of extending the contract on a year to year basis for five (5) additional years. We originally received two proposals from Wells Sweeping. One proposal was for a two year time line and the other was for a two year time line with a five year extension option. The cost savings for the two year contract with five year extension option is approximately ten (10) percent.

The cost is based on a curb-miles/month basis for routine commercial and residential sweeping with unit cost for emergency mobilization and an hourly cost for emergency sweeping. The estimated cost is $114,096.96 for the first year of services and $116,133.12 for the second year of services.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the execution of the contract for Street Sweeping Services with Wells Sweeping L.L.C. for the cost outlined in the attached proposal.

Exhibit A
Resolution

RESOLUTION NO. 87-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AN AGREEMENT BETWEEN WELLS SWEEPING L.L.C. AND THE CITY TO PROVIDE STREET SWEEPING SERVICES

Now Therefore, Be It Resolved, the City Council of the City of Rancho Cordova does hereby agree that it is desirable to establish a contract with Wells Sweeping L.L.C. to provide Street Sweeping Services through execution of the attached Cooperative Agreement Between Wells Sweeping L.L.C.

Passed and Adopted the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Lillian Hare, City Clerk

CONTRACTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WELLS SWEEPING L.L.C.

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Wells Sweeping L.L.C. ("Contractor") as of _____, 2004.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end two (2) years after that date with the option of a year to year extension for five (5) years, as specified in Exhibit A, and Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

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

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor on a curb-mile/month cost of $19.92 for commercial, residential collector and residential street sweeping, on a unit cost of $177.00 for emergency mobilization and $88.50 per hour for emergency commercial, residential collector and residential streets for the first year of service and $20.28 per curb-mile/month for commercial, residential collector and residential street sweeping, $179.84 for emergency mobilization and $89.92 per hour for emergency commercial, residential collector and residential streets for the second year of service. Emergency services shall be requested by the City. Cost shall include all disposal costs associated with activities, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict

between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the following fee schedule:

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed ($). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

City shall furnish staging area for Contractor's use within City limits large enough for two (2) twenty (20) yard Roll-Offs and area for sweeping debris. City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

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

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form

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

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

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

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

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

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

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

4.3 **All Policies Requirements.**

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

4.3.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

Wells Sweeping L.L.C.
Jay Wells, Owner
5425 Marmith Avenue
Sacramento, CA 95842

Any written notice to City shall be sent to:

City of Rancho Cordova
Cyrus Abhar, Public Work Director
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

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

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

CITY OF RANCHO CORDOVA

_____
Ted Gaebler, City Manager

CONTRACTOR

_____
Jay Wells

Attest:

_____
Lillian Hare, City Clerk

Approved as to Form:

Steven R. Meyers, City Attorney

619255

EXHIBIT A

PROPOSAL TO STREET SWEEPING SERVICES FOR TWO YEARS

WELLS SWEEPING L.L.C.

5425 Marmith Avenue
Sacramento, CA 95841
916-338-0104

Proposal Submitted to:
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Cyrus Abhar
Fax: (916) 853-1691

Date: Jun 3, 2004
Phone: (916) 942-0222

Job:
City of Rancho Cordova

We hereby submit specifications and estimates for:
Street Sweeping Services Two Year Contract with Five Optional Years

For listed services Wells Sweeping shall receive as compensation the sum of payable by the thirtieth day after billing date. We will submit on this basis and make adjustments as per your need. The effective date of this agreement shall be through
Contract may be cancelled by either party with a 30 day written notice.

Job Description	**Amount**
Provide street sweeping services. Arterial and collector - two sweeps per month. Residential streets - one sweep per month. Total price includes disposal of all refuse collected by sweepers.	
	Total

We propose hereby to furnish material and labor, complete in accordance with above specifications for the sum of: **See Attachments**

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications, involving extra costs will be executed upon written orders, and will become an extra charge over and above estimated. All agreements contingent upon strikes, accidents or delays beyond our control.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified payment will be made as outlined above

Authorized signature
Wells Sweeping

date
6-4-04
date

Note: Wells Sweeping and City Engineer may adjust price per curb mile if both parties agree to meet changing economic conditions.

CITY OF RANCHO CORDOVA
GENERAL SERVICES DEPARTMENT

PROPOSAL

Two Year with Five Year Option

The undersigned declares that he has carefully examined the location of the proposed work of:

STREET SWEEPING SERVICES

2004-2011

The work to be done and referred to herein is in the Rancho Cordova , Sacramento County, State of California. Construction to be in accordance with these Contract Documents including but not limited to the State of California Department of Transportation Standard Specifications dated July 1995 and the Special Provisions.

To the City of Rancho Cordova:

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that the Proposer has carefully examined the location of the proposed work and the Contract Documents; and Proposer proposes, and agrees if this Proposal is accepted, that Proposer will contract with the Rancho Cordova to provide all necessary labor, equipment, tools, and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the Director of Public Services as therein set forth, and that he will take in full payment therefor the following item prices to wit:

FIRST CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (at night, including medians)	68	Curb Miles Per mo.	$19.92	$1354.56	$16,254.72
Residential Collector Street Sweeping (at night, including medians)	76	Curb Miles per mo.	$19.92	$1513.92	$18,167.04
Residential Sweeping	280	Curb Miles Per mo.	$19.92	$5577.60	$66,931.20

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Emergency On-Call Mobilization	3	Each/mo.	$177.00	$ 531.00	$ 6372.00
Emergency On-Call Sweeping (per hour)					
Residential Streets	2	Hrs/mo.	$88.50	$ 177.00	$ 2124.00
Residential Collector Streets	2	Hrs/mo.	$88.50	$ 177.00	$ 2124.00
Commercial Streets	2	Hrs/mo.	$88.50	$ 177.00	$ 2124.00
		(A) Total Bid – *First Year*			$ 114,096.96

SECOND CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (At night, including medians)	68	Curb Miles Per mo.	$ 20.28	$1379.04	$16,548.48
Residential Collector Street Sweeping (at night, including Medians)	76	Curb Miles per mo.	$ 20.28	$1541.28	$18,495.36
Residential Sweeping	280	Curb Miles Per mo.	$ 20.28	$5678.40	$68,140.80
Emergency On-Call Mobilization	3	Ea./mo.	$ 179.84	$539.52	$6474.24
Emergency On-Call Sweeping (Per hour)					
Residential Streets	2	Hrs/mo.	$ 89.92	$179.84	$2158.08
Residential Collector Streets	2	Hrs/mo.	$ 89.92	$179.84	$2158.08
Commercial Streets	2	Hrs/mo.	$ 89.92	$179.84	$2158.08
		(B) Total Bid – *Second Year*			$ 116,133.12

THIRD CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (At night, including medians)	68	Curb Miles Per mo.	$20.64	$1403.52	$16,842.24
Residential Collector Street Sweeping (at night, including Medians)	76	Curb Miles per mo.	$20.64	$1568.64	$18,823.68
Residential Sweeping	280	Curb Miles Per mo.	$20.64	$5779.20	$69,350.40
Emergency On-Call Mobilization	3	Ea./mo.	$182.72	$548.16	$6577.92
Emergency On-Call Sweeping (Per hour)					
Residential Streets	2	Hrs/mo.	$91.36	$182.72	$2196.64
Residential Collector Streets	2	Hrs/mo.	$91.36	$182.72	$2196.64
Commercial Streets	2	Hrs/mo.	$91.36	$182.72	$2196.64

(C) Total Bid – $118,184.16

FOURTH CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (At night, including medians)	68	Curb Miles Per mo.	$ 21.01	$1428.68	$17,144.16
Residential Collector Street Sweeping (at night, including Medians)	76	Curb Miles per mo.	$ 21.01	$1596.76	$19,161.12
Residential Sweeping	280	Curb Miles Per mo.	$ 21.01	$5882.80	$70,593.60
Emergency On-Call Mobilization	3	Ea./mo.	$ 184.72	$ 554.16	$ 6649.92
Emergency On-Call Sweeping (Per hour)					
Residential Streets	2	Hrs/mo.	$ 92.36	$184.72	$2216.64
Residential Collector Streets	2	Hrs/mo.	$ 92.36	$184.72	$2216.64
Commercial Streets	2	Hrs/mo.	$ 92.36	$184.72	$2216.64

(C) Total Bid – $ 120,198.72

FIFTH CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (At night, including medians)	68	Curb Miles Per mo.	$21.38	$1453.84	$17,446.08
Residential Collector Street Sweeping (at night, including Medians)	76	Curb Miles per mo.	$21.38	$1624.88	$19,498.56
Residential Sweeping	280	Curb Miles Per mo.	$21.38	$5986.40	$71,836.80
Emergency On-Call Mobilization	3	Ea./mo.	$187.68	$563.04	$6,756.48
Emergency On-Call Sweeping (Per hour)					
Residential Streets	2	Hrs/mo.	$93.84	$ 187.68	$2252.16
Residential Collector Streets	2	Hrs/mo.	$93.84	$ 187.68	$2252.16
Commercial Streets	2	Hrs/mo.	$93.84	$ 187.68	$2252.16
		(C) Total Bid –		$ 122,294.40	

SIXTH CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (At night, including medians)	68	Curb Miles Per mo.	$ 21.76	$1479.68	$17,756.16
Residential Collector Street Sweeping (at night, including Medians)	76	Curb Miles per mo.	$ 21.76	$1653.76	$19,845.12
Residential Sweeping	280	Curb Miles Per mo.	$ 21.76	$6092.80	$73,113.60
Emergency On-Call Mobilization	3	Ea./mo.	$ 190.68	$572.04	$6864.48
Emergency On-Call Sweeping (Per hour)					
Residential Streets	2	Hrs/mo.	$ 95.34	$190.68	$2288.16
Residential Collector Streets	2	Hrs/mo.	$ 95.34	$190.68	$2288.16
Commercial Streets	2	Hrs/mo.	$ 95.34	$190.68	$2288.16

(C) Total Bid – $ 124,443.84

SEVENTH CONTRACT TERM (12 Months)

SERVICE	(1) EST QTY	UNIT	(2) UNIT PRICE	(3) ITEM TOTAL/MO. (Col. 1 x Col. 2)	(4) BID ITEM TOTAL (Col. 3 x 12)
Commercial Street Sweeping (At night, including medians)	68	Curb Miles Per mo.	$22.15	$1506.20	$18,074.40
Residential Collector Street Sweeping (at night, including Medians)	76	Curb Miles per mo.	$22.15	$1683.40	$20,200.80
Residential Sweeping	280	Curb Miles Per mo.	$22.15	$6202.00	$74,424.00
Emergency On-Call Mobilization	3	Ea./mo.	$193.74	$ 581.22	$ 6,974.64
Emergency On-Call Sweeping (Per hour)					
Residential Streets	2	Hrs/mo.	$96.87	$ 193.74	$2324.88
Residential Collector Streets	2	Hrs/mo.	$96.87	$ 193.74	$2324.88
Commercial Streets	2	Hrs/mo.	$96.87	$ 193.74	$2324.88

(C) Total Bid – SEVENTH YEAR $ 126,648.48

GRAND TOTAL BASE BID YEARS 1- 7 $ 841,999.68

Memorandum

TO: Honorable City Council
Ted Gaebler, City Manager

FROM: Gene Albaugh, Special Projects

SUBJECT: Rancho Cordova Territory Transfer Feasibility Study

DATE: June 21, 2004

Recommendation: Following the presentation by Paul Wood, Economic & Planning Systems, Inc., detailing the final report on the feasibility of transferring territory from one school district to another, deliberate and provide direction to staff.

Background and Discussion: The newly formed City of Rancho Cordova includes not only the existing residents but the Sunrise Douglas development project will almost double the population of the City. This combination will create a mixed community identity with the majority of the City of Rancho Cordova being served by either Folsom-Cordova Unified School District or Elk Grove Unified School District with a small part of the City being served by the Sacramento City Unified School District.

The purpose of the feasibility study is to provide preliminary analysis of the nine criteria in the Education Code Section 35753 and CEQA. The report provides background information for the decision-making process regarding the potential territory transfer.

Conclusion: Based on the analysis in this report, the proposed territory transfer appears to satisfy the nine criteria in the Education Code Section 35753 and the CEQA. The report points out that the proposed transfer will not adversely affect the existing school districts primarily because the proposal is to transfer territory which is currently unoccupied. Such a transfer will not affect the current educational programs or the fiscal status of either school district to any large degree.

Fiscal Impact: There is not likely to be any fiscal impact on the City of Rancho Cordova as a result of the implementation of this transfer.

AGENDA ITEM # 23

Economic &
Planning Systems

Public Finance
Real Estate Economics
Regional Economics
Land Use Policy

RECEIVED
JUN 08 2004
CITY CLERK DEPT.
CITY OF RANCHO CORDOVA

FINAL REPORT

RANCHO CORDOVA TERRITORY TRANSFER FEASIBILITY STUDY

Prepared for:

Folsom-Cordova Unified School District

Steven Loofes
EGUSD Dir of Planning
686-7711

Prepared by:

Economic & Planning Systems, Inc.

May 19, 2004

EPS #13486

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TABLE OF CONTENTS

Page

Introduction....1
Folsom-Cordova USD Reorganization....3
Purpose....3
Conclusion....3
Education Code Requirements....4
CEQA....16
Conclusion....17

LIST OF TABLES

Page

Table 1 School District Enrollment Comparison....4
Table 2 List of Communities in the Sacramento Region....8

LIST OF MAPS

Page

Map 1 City of Rancho Cordova and School Boundaries....2
Map 2 Distances to Schools and District Offices....6

INTRODUCTION

The culmination of long efforts to solidify the community identity of Rancho Cordova resulted in the incorporation of the City of Rancho Cordova in 2003. The newly formed city includes not only the existing residents of Rancho Cordova, but the Sunrise Douglas development project that will almost double the population of the city. This combination will create a mixed community identity with the majority of the City of Rancho Cordova being served by either Folsom-Cordova Unified School District (USD)[1] or Elk Grove USD (See **Map 1**). A small part of western Rancho Cordova is served by Sacramento City USD. In order to further consolidate the sense of community identity, the City of Rancho Cordova has requested that Folsom-Cordova USD analyze the feasibility of transferring the City of Rancho Cordova territory in Elk Grove USD (the "Territory"—primarily the Sunrise Douglas project) to Folsom-Cordova USD.

The process of transferring territory from one school district to another is part of the process called "school district reorganization." The Sacramento County Committee on School District Organization (made up of the complete Sacramento County Board of Education) will be the agency responsible for approving any petition to transfer territory, holding the required public hearings, acting as lead agency for the California Environmental Quality Act (CEQA) and approving or denying the transfer. Depending on the process, the territory transfer may need approval of the State Board of Education and a public vote.[2]

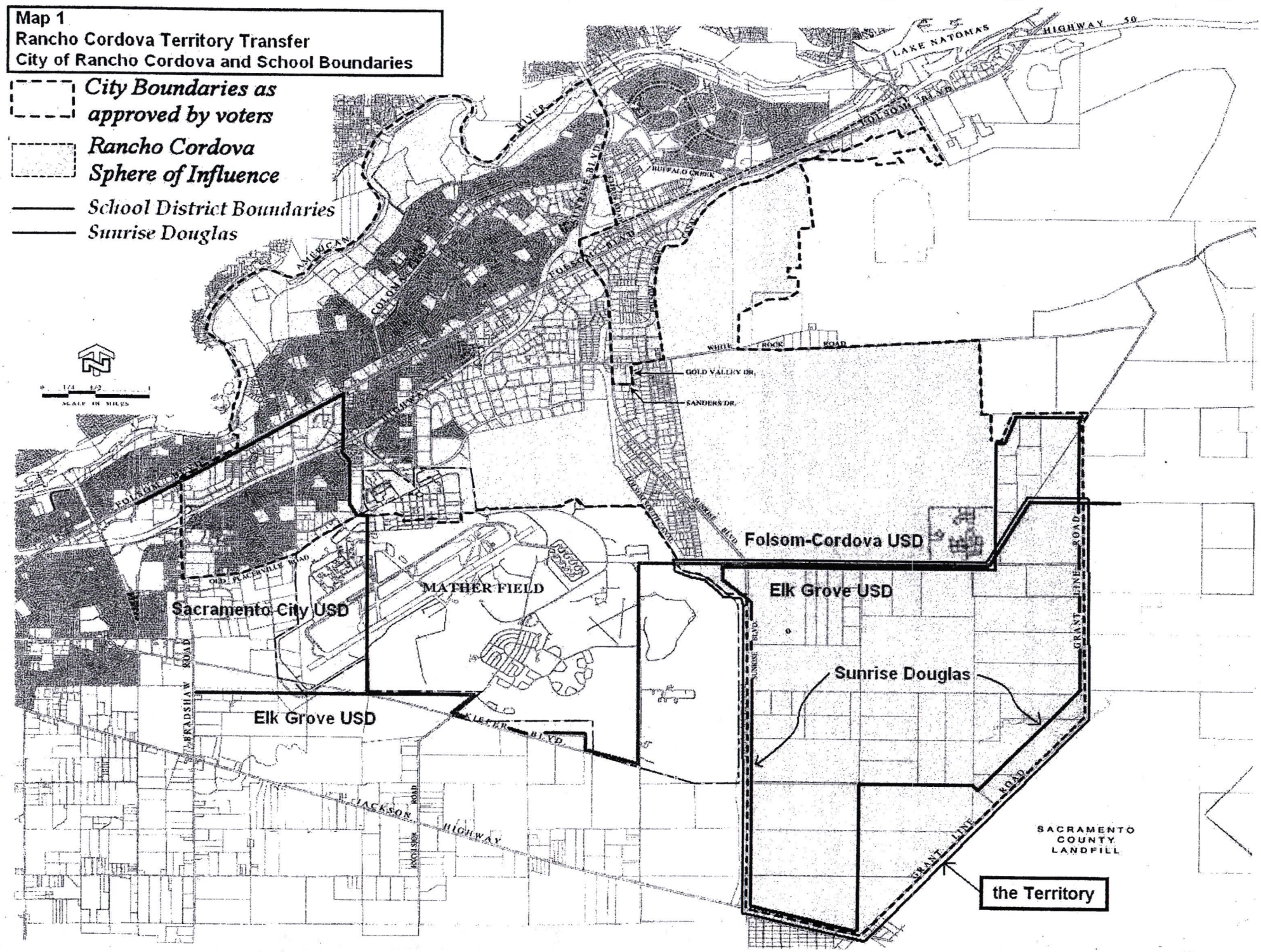
Although the primary goal behind the proposed territory transfer, community identity is only one of nine criteria in Education Code Section 35753 that must be met before a petition for reorganization can be approved. The nine criteria are these:

1. The new districts will be adequate in terms of number of pupils enrolled.
2. The districts are each organized on the basis of substantial community identity.
3. The proposal will result in an equitable division of property and facilities of the original districts.
4. The reorganization of the districts will not promote racial or ethnic discrimination.
5. The proposed reorganization will not result in any substantial increase in costs to the State.

---

[1] USD = Unified School District

[2] If the assessed value of the territory to be transferred is less than 10 percent of the smaller school district and both school districts consent to the transfer, then an election need not be held. The Territory (assessed value of $45,024,423) is 0.44 percent of Folsom-Cordova USD (assessed value of $10,330,010,981). Elk Grove USD is the larger district with an assessed value exceeding $15 billion.


Map 1
Rancho Cordova Territory Transfer
City of Rancho Cordova and School Boundaries
City Boundaries as approved by voters
Rancho Cordova Sphere of Influence
School District Boundaries
Sunrise Douglas
Folsom-Cordova USD
Elk Grove USD
Sacramento City USD
Elk Grove USD
Sunrise Douglas
MATHER FIELD
SACRAMENTO COUNTY LANDFILL
the Territory
LAKE NATOMAS
HIGHWAY 50
FOLSOM BLVD.
BUFFALO CREEK
AMERICAN RIVER
COLONY ROAD
SUNRISE BLVD.
WHITE ROCK ROAD
GOLD VALLEY DR.
SANDERS DR.
FOLSOM BLVD.
OLD PLACERVILLE ROAD
BRADSHAW ROAD
KIEFER BLVD.
JACKSON HIGHWAY
GRANT LINE ROAD
SUNRISE BLVD.
GRANT LINE ROAD

6. The proposed reorganization will not significantly disrupt the educational programs in the proposed districts and districts affected by the proposed reorganization and will continue to promote sound educational performance in those districts.
7. The proposed reorganization will not result in a significant increase in school housing costs.
8. The proposed reorganization is not primarily designed to result in a significant increase in property values, thereby causing financial advantage to property owners because territory was transferred from one school district to an adjoining district.
9. The proposed reorganization will not cause a substantial adverse effect on the fiscal management or fiscal status of the proposed district or any existing district affected by the proposed reorganization.

In addition to reviewing these criteria this report also will review any applicable CEQA requirements.

FOLSOM-CORDOVA USD REORGANIZATION

Another factor in the analysis is the existing petition to dissolve Folsom-Cordova USD and create two new USDs: Folsom USD and Rancho Cordova USD. The two new USDs would be organized based on the current high school attendance areas for Folsom High School and Cordova High School, which are based on community identity. The petition is currently being considered by the State Board of Education. Since the final outcome of the petition is unknown, this report will consider the impacts of transferring the Territory not only to Folsom-Cordova USD but to the potential future Rancho Cordova USD.

PURPOSE

The purpose of this report is to provide a preliminary analysis of the nine criteria in Education Code Section 35753 and CEQA. This report provides background information for the decision-making process regarding the potential territory transfer.

CONCLUSION

Based on the analysis in this report, the proposed territory transfer appears to satisfy the nine criteria in Education Code Section 35753 and CEQA. The proposed transfer will

not adversely affect the existing school districts primarily because the proposal is to transfer unoccupied territory. Such a transfer will not affect the current educational programs or the fiscal status of either school district.

EDUCATION CODE REQUIREMENTS

1. THE NEW DISTRICTS WILL BE ADEQUATE IN TERMS OF NUMBER OF PUPILS ENROLLED.

New districts are not being created by the territory transfer; thus this section is not applicable. This criterion is in place to assure that new school districts are large enough to be economically efficient. If the territory is transferred from Elk Grove USD to Folsom-Cordova USD or Rancho Cordova USD, each school district still will exceed the minimum 1,500 student size requirement. However, the question of school district size has been raised.

Most of the Sunrise-Douglas development project is in Elk Grove USD and will add 19,500 new homes and about 13,650 students to the area.[3] **Table 1** shows the current and projected enrollment of each district and the effect of transferring the Sunrise Douglas project to Folsom-Cordova USD or Rancho Cordova USD.

Table 1
School District Enrollment Comparison

	Current 03/04	Projected— w/o Transfer	Projected— with Transfer
Elk Grove USD[4]	55,613	80,000	66,350
Folsom-Cordova USD (existing)	18,041	23,900	37,550
Rancho Cordova USD (proposed)	8,761	11,606	25,266

[3] Based on 0.7 students per residential unit. Each school district has different student generation rates. The rates for single family dwellings in both districts exceeds 0.7. Multifamily rates can vary widely, depending on the type of unit, and are lower than 0.7 in Folsom-Cordova USD. Thus 0.7 is a reasonable average rate to use for this study. Using a different rate may affect the quantity of schools and total numbers in this report, but will not change the magnitude of the impacts of the territory transfer.

[4] From Elk Grove USD Facilities Master Plan and Folsom-Cordova USD School Facility Needs Analysis, May 2003

2. THE DISTRICTS ARE EACH ORGANIZED ON THE BASIS OF SUBSTANTIAL COMMUNITY IDENTITY.

The proposed territory transfer is based on the concept of community identity and satisfies this criterion. The Territory:

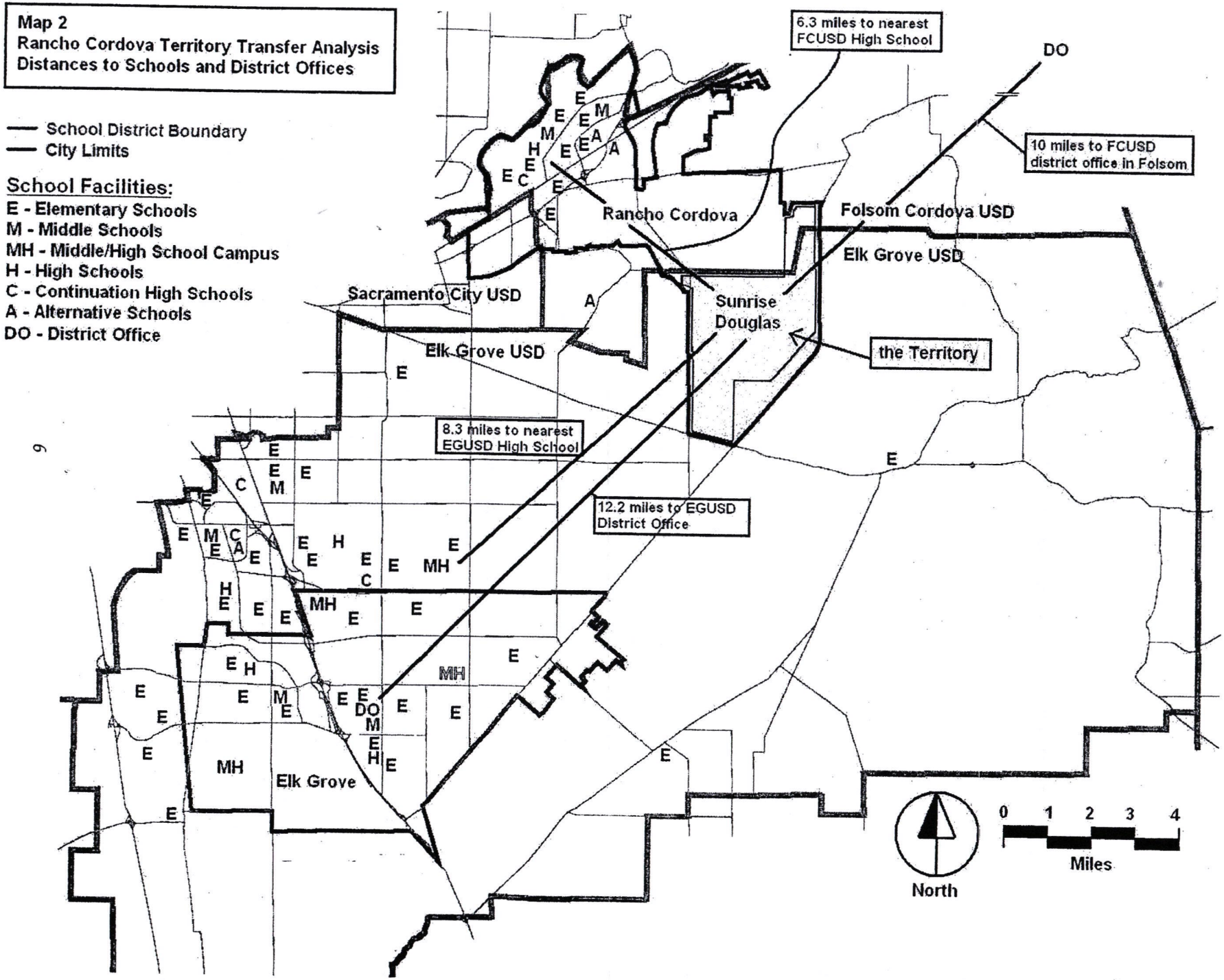
- is in the city of Rancho Cordova,
- will have a Rancho Cordova address and zip code, and
- will be identified clearly with the Rancho Cordova community.

If transferred, the Territory will be integrated naturally into the Rancho Cordova community. If not transferred, the development of the Territory in Elk Grove USD will create a large school community relatively isolated from the rest of Elk Grove USD and the City of Elk Grove.

Map 2 provides the following information:

- It shows the Territory in relation to the city limits for Elk Grove and Rancho Cordova.
- It shows that new schools built in the Territory will be closer to the existing schools in Rancho Cordova than the existing schools in Elk Grove USD.
- It shows that the Territory is closer to the Folsom-Cordova USD District Office than the Elk Grove USD District Office.
- It shows that the Territory would be significantly closer to a future Rancho Cordova USD District Office than the existing Elk Grove USD District Office.

The school locations on **Map 2** are indicative of the major residential areas in the two school districts. The area between the Territory and the existing residential areas of Elk Grove USD is composed of low-density residential, agricultural and other nonresidential parcels. Development of the Territory will create a significant part of Elk Grove USD that is separated from the major part of the district. Such a separation can create competing identities with an "us and them" mentality. This is evident in Folsom-Cordova USD where the two halves of the district are separated by a significant nonresidential area. Folsom-Cordova has two community identities, and the current petition to split that district would create communities with individual city and school district identities. The desire for community identity cannot be stressed enough. It has been the primary motivation for many school district reorganization efforts. In the last 20 years, Rocklin USD was created out of Rocklin Elementary School District (ESD) and portions of Roseville and Placer High School Districts (HSD), and Natomas USD was


Map 2
Rancho Cordova Territory Transfer Analysis
Distances to Schools and District Offices
School District Boundary
City Limits
School Facilities:
E - Elementary Schools
M - Middle Schools
MH - Middle/High School Campus
H - High Schools
C - Continuation High Schools
A - Alternative Schools
DO - District Office
6.3 miles to nearest FCUSD High School
DO
10 miles to FCUSD district office in Folsom
Rancho Cordova
Folsom Cordova USD
Elk Grove USD
Sacramento City USD
Sunrise Douglas
the Territory
Elk Grove USD
8.3 miles to nearest EGUSD High School
12.2 miles to EGUSD District Office
Elk Grove
North
0 1 2 3 4
Miles

created out of Natomas Union ESD and a portion of Grant Joint Union HSD. Both of these school districts are examples of community identity driving a school district reorganization effort.

Community identity also occurs on a smaller scale. Old school district boundaries often were drawn along surveying section lines through vast agricultural lands. New development is often approved without regard to those boundaries and occasionally results in neighborhoods being served by two or more school districts. Within the past few years, territory transfers have been made in the Dry Creek area and Granite Bay areas of southern Placer County in order to promote the sense of community on a neighborhood level and eliminate the condition of having school district boundaries split neighborhoods. Territory transfers also have been made in the southern part of El Dorado Hills and Latrobe areas of western El Dorado County to accommodate a sense of community in proposed new development projects.

When school districts serve more than one community, questions naturally arise. Specific questions regarding the Territory include these: Will Elk Grove businesses support schools in Rancho Cordova? Will Rancho Cordova businesses in Elk Grove USD support schools that are part of Elk Grove in name? Will school rivalries between two districts in the same city be more acceptable or harder to explain than school rivalries in a single district and city? Will parents be better served by having administrators available in their city rather than miles away in another city?

While empirical evidence is impossible to obtain for these questions, as shown earlier, the sense of community drives both unification efforts and territory transfers (boundary changes). The recent incorporations of the Cities of Citrus Heights, Elk Grove and Rancho Cordova were primarily about local identity and control. The desire for residents to elect and visit their local officials in their local community cannot be understated.

It should be noted that even if the Territory is transferred from Elk Grove USD to Folsom-Cordova USD or Rancho Cordova USD, there will still be a small portion of Rancho Cordova served by Sacramento City USD. The approval of this territory transfer could be a catalyst for a subsequent territory transfer from Sacramento City USD to Folsom-Cordova USD or Rancho Cordova USD.

Even though the desire for community identity is the driving force behind the proposed territory transfer, the question has been asked whether other communities are served by more than one school district. In the Sacramento region, cities and communities are mostly served by a single district (either a unified school district or a single elementary

school district and its high school district). **Table 2** shows the communities served by a single district and shows the five major exceptions where communities are served by multiple school districts:

- City of Sacramento
- City of Rancho Cordova
- Southern Placer County
- Northern Sacramento County
- Western El Dorado County

Table 2
List of Communities in the Sacramento Region

Cities or communities served by a single school district*	Cities or communities served by multiple school districts
Elk Grove	Sacramento
Folsom**	Rancho Cordova
Orangevale	North Highlands
Citrus Heights	Antelope
Fair Oaks	Roseville
Carmichael	Granite Bay
Arden-Arcade	El Dorado Hills
Rancho Murieta	Cameron Park
Rio Linda	Shingle Springs
Elverta	
Rocklin**	
Lincoln	
Loomis**	
Dry Creek	
West Sacramento	
Davis	
Woodland	
Placerville	

* A single elementary school district or unified school district.
** Only very minor portions of the community are served by other school districts.

3. THE PROPOSAL WILL RESULT IN AN EQUITABLE DIVISION OF PROPERTY AND FACILITIES OF THE ORIGINAL DISTRICTS.

The proposed territory transfer meets this criterion because there is no school district property or facilities in the Territory. If the territory transfer occurs after school facilities are built or school sites are purchased, then an agreement will be necessary with Elk Grove USD for compensation for the transferred facilities.

4. THE REORGANIZATION OF THE DISTRICTS WILL NOT PROMOTE RACIAL OR ETHNIC DISCRIMINATION.

The proposed territory transfer meets this criterion: no existing students will change school districts. Since the Territory currently is unoccupied, any analysis of racial or ethnic changes would require speculation of the future home owners in the Sunrise Douglas area. The transfer of unoccupied territory will have no impact on the ethnic makeup of the school districts.

5. THE PROPOSED REORGANIZATION WILL NOT RESULT IN ANY SUBSTANTIAL INCREASE IN COSTS TO THE STATE.

The proposed territory transfer meets this criterion because the result of the transfer will be a reallocation of total state education funds; total state education funding will not increase. State funding for school districts can be categorized as either "revenue limit" funding or "other" state funding. Revenue limit funding is provided for basic educational services and is based on the average daily attendance for the district. Other state funding is generally for special programs that depend on the quantity of students that qualify for the special program. For example, a district with more students below the poverty level would receive more other state funding for special educational programs related to those students. Even though the transfer will not result in a significant increase in costs to the State, it is helpful to compare the state-funding levels of the Elk Grove USD and Folsom-Cordova USD.

Based on data[5] from 2001–02, the per-student revenue numbers are as follows. The revenue limit for Folsom-Cordova USD was $4,579, and other state funding was $1,023 for total state funding of $5,602. The revenue limit for Elk Grove USD was $4,774, and other state funding was $1,568 for total state funding of $6,342. Transferring the territory to Folsom-Cordova USD would result in an apparent savings to the State of $740 per student. Moving the 13,650 future students from Elk Grove USD with its higher state funding to Folsom-Cordova USD theoretically will reduce state costs by

[5] http://www.ed-data.k12.ca.us/

about $10 million. Since the State education budget is fixed by formulas in Proposition 98, however, any savings from this proposed territory transfer would be redistributed amongst all school districts in the State, resulting in no net savings to the State (and no increase either).

6. THE PROPOSED REORGANIZATION WILL NOT SIGNIFICANTLY DISRUPT THE EDUCATIONAL PROGRAMS IN THE PROPOSED DISTRICTS AND DISTRICTS AFFECTED BY THE PROPOSED REORGANIZATION AND WILL CONTINUE TO PROMOTE SOUND EDUCATIONAL PERFORMANCE IN THOSE DISTRICTS.

The proposed territory transfer meets this criterion because the proposal is to transfer future students. Disruption occurs when students are removed or shifted from educational programs. No current students will be removed or transferred, and no existing educational programs need be modified to accommodate the territory transfer. Nevertheless, the educational programs of each district should be addressed since the future educational programs serving the Territory may differ depending on which district serves the Territory.

Educational Program

As noted above, the proposed territory transfer area ultimately will contain about 13,650 students. If transferred, the Territory would reduce the projected size of Elk Grove USD by 17 percent, based on projections that Elk Grove USD will grow to 80,000 students.[6] The same 13,650 students will increase the size of Folsom-Cordova USD by about 75 percent and would increase the proposed Rancho Cordova USD even more. Since larger districts tend to be able to offer more educational programs, either Rancho Cordova case would be able to promote sound educational performance. The proposed transfer would not reduce the current size of Elk Grove USD, and thus the district can continue its present educational program and continue to promote sound educational performance.

The Territory will be a relatively isolated section of Elk Grove USD. There will be a significant portion of undeveloped land between the Territory and the remainder of Elk Grove USD. The Elk Grove USD master plan calls for a cluster of elementary schools feeding into a middle school/high school campus which would create a relatively self-contained educational program in the Territory. Alternative education and some special education services, however, may not be available in the Territory, depending on the student population and educational needs. An alternative education center is not planned for the Territory, and the existing alternative education centers in Rancho Cordova would be closer than the alternative education centers in Elk Grove.

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[6] EGUSD Facilities Master Plan

Special education resources generally are handled from school district central offices (in Elk Grove or Folsom or Rancho Cordova). The student population in the Territory will be large enough to warrant common services, such as resource specialist and speech therapy, to be provided locally. However, there may not be a critical mass of less common special-needs students to warrant a separate facility in the Territory. These students would need to be transported to other facilities in Elk Grove USD or Rancho Cordova. The existing special education facilities in Ranch Cordova are closer and provide similar services.

At the elementary level, both school districts continue to operate class size–reduction programs. Even with state funding cutbacks, Elk Grove USD has a goal to extend class size reduction to all elementary grades. There is no indication that Folsom-Cordova USD or Rancho Cordova USD intends to extend class size reduction to all elementary grade levels. This may or may not be a factor in the educational program. The initial review determined that the relationship of the class size–reduction program to student achievement was inconclusive.[7] Test score improvements were so small that they could not be differentiated from other factors such as socioeconomic status.

The Territory will generate enough students to warrant numerous elementary schools, at least one middle school, and one high school. These additional schools will be geographically close to Rancho Cordova and will allow Folsom-Cordova USD or Rancho Cordova USD easily to transport students between schools for additional or alternative educational opportunities.

Year-Round Schedules

In 2003–04, Elk Grove USD had 29,476 pupils (56 percent of the district) enrolled in 24 elementary and four middle schools on multi-track year-round schedules.[8] Folsom-Cordova USD does not have any schools on multi-track year-round schedules. If the territory transfer does not occur, the schools in the Territory are likely to be on year-round schedules[9] while the schools in Folsom-Cordova USD (or Rancho Cordova USD) are on a traditional calendar. This would create a "year round" side of the city and a "traditional schedule" side of the city rather than promoting a consistent community identity.

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[7] What Have We Learned About Class Size Reduction in California, CSR Research Consortium, Sept. 2002

[8] http://www.cde.ca.gov/facilities/yearround/direct02.htm

[9] Year-round schedules help EGUSD create smaller class sizes at the elementary level.

Student-Teacher Ratio

In 2002–03 Elk Grove USD had a student-teacher ratio of 20.2, while Folsom-Cordova USD had a slightly higher ratio of 21.5.[10] The difference is not significant.

Class Size

Elk Grove USD has a standard of building smaller classrooms to accommodate the elementary class size–reduction program. Theoretically, with less classroom area per pupil devoted to classrooms, other support areas can be increased in the same total building area for a particular school. Thus Elk Grove USD may be providing additional building area for certain programs as opposed to schools in Folsom-Cordova USD.

Academic Performance Index Scores

The district scores for the Academic Performance Index (API)[11] for 2003 are similar for Elk Grove USD (739) and Folsom-Cordova USD (755). Individual schools in both districts fall in almost every decile range. The ranking of schools win the Territory depends on many factors and is impossible to predict. Transferring the Territory to Folsom-Cordova USD or Rancho Cordova USD is unlikely to make a *significant* difference in the API scores for any of the districts.

7. THE PROPOSED REORGANIZATION WILL NOT RESULT IN A SIGNIFICANT INCREASE IN SCHOOL HOUSING COSTS.

The proposed territory transfer meets this criterion because the cost to build schools, excluding land, is about the same in both districts. Based on the School Facility Needs Analysis dated February 2004, the cost to build schools in Elk Grove USD is $7.26 per square foot of new residential construction. The School Facility Needs Analysis for Folsom Cordova dated May 2003 indicates a cost of $7.96. Even though the figures indicate a 10 percent higher cost in Folsom-Cordova USD, the $0.70-per-square-foot difference in cost primarily is driven by higher land acquisition costs in the Folsom-Cordova USD. Since school site costs in the Territory will be the same regardless of which district purchases the site, site acquisition costs can be removed from the equation. That leaves the building and site development cost components which are comparable between districts.

Although the two districts have different design standards, both districts are constrained by the funding available to build new schools. Elk Grove USD uses state funding,

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[10] http://www.ed-data.k12.ca.us/

[11] http://api.cde.ca.gov/api2003/page2.asp?subject=API&level=County&submit1=submit

development impact fees, and Mello-Roos Community Facility District (CFD) funding.[12] Folsom-Cordova uses state funding, development impact fees, and School Facility Improvement District (SFID) funding.[13] The differences in local funding should not result in a significant increase in school housing costs.

State funding also will be unaffected. Since each school district has eligibility for funding from the State School Facilities Program, state funding will not be an issue. Base state funding for the schools in the Territory should be the same regardless of school district since such funding is based on the school project, not on which district owns the project. State funding is based on the number of students in the school (student grants) plus the one half of the cost of site acquisition and site development.

8. THE PROPOSED REORGANIZATION IS NOT PRIMARILY DESIGNED TO RESULT IN A SIGNIFICANT INCREASE IN PROPERTY VALUES, THEREBY CAUSING FINANCIAL ADVANTAGE TO PROPERTY OWNERS BECAUSE TERRITORY WAS TRANSFERRED FROM ONE SCHOOL DISTRICT TO AN ADJOINING DISTRICT.

The proposed territory transfer meets this criterion because the territory transfer is motivated by a desire for a sense of community, not for increasing property values. The developers of Sunrise Douglas (who would be the beneficiaries of an increase in property values) are not the proponents of the territory transfer. All development in the Territory will have a Rancho Cordova street and mailing address regardless of which school district serves the students. Changing school districts will not have a significant if any effect on property values.

9. THE PROPOSED REORGANIZATION WILL NOT CAUSE A SUBSTANTIAL ADVERSE EFFECT ON THE FISCAL MANAGEMENT OR FISCAL STATUS OF THE PROPOSED DISTRICT OR ANY EXISTING DISTRICT AFFECTED BY THE PROPOSED REORGANIZATION.

The proposed territory transfer meets this criterion because:

1) Neither school district will lose current students and the operational funding generated by those students;
2) Current state funding will not change, and the State's portion of the revenue limit for both districts will be adjusted in response to the change in property tax revenue in each district;

money follows future kids.

[12] Discussed further in item 9.

[13] SFIDs are created in order to have a general obligation (GO) bond election in only part of a school district. Regular GO bond elections must be held in the entire district.

3) The Elk Grove USD CFD has not issued bonds dependent on development in Sunrise Douglas; and

4) The territory transfer will not affect the boundaries (and thus financing) of the Folsom Cordova SFIDs.

Operational Funding

Each district will continue to receive the State and Federal funds based on current students regardless of the outcome of the territory transfer proposal because neither district will lose current students. If the proposal is approved, then Elk Grove USD will need to adjust future budgets to account for less student growth in the district, and Folsom-Cordova USD or Rancho Cordova USD will need to adjust future budgets to account for increased student growth. Each of the potentially affected districts (Elk Grove USD, and Folsom-Cordova USD or Rancho Cordova USD) will be large enough to be fiscally viable school districts.

State Funding and Property Taxes

The territory transfer will move property taxes from Elk Grove USD to Folsom-Cordova USD (or Rancho Cordova USD). The revenue limit funding for both districts is made up of local property taxes and state funding. If the territory transfer is approved then Elk Grove USD will see a 0.29 percent reduction in property tax revenue. Territory transfers will not change each school district's revenue limit; therefore, the State's portion of revenue limit funding for Elk Grove USD will increase to match the lost property tax revenue. Similarly, the increased property tax revenue in Folsom-Cordova USD will cause a decrease in the State's portion of the revenue limit funding. The net impact is no change to the per-pupil revenue limit funding for either district.

Elk Grove USD CFD No. 1.

Elk Grove USD established a districtwide CFD[14] in 1987 and modified and extended the term of the CFD in 1998. The CFD provides funding for capital improvements (new schools and support facilities) through the annual collection of special taxes on parcels in the CFD. Along with development impact fees, the CFD provides matching funds for State School Facility Program projects (new schools, modernization, etc.)

The CFD boundary was established coterminous with the district boundary at the time of the original CFD election. Transferring school district territory from one district to another will not automatically change the existing CFD boundaries. If the territory transfer occurs without addressing the CFD, then Folsom-Cordova USD (or Rancho

[14] Information obtained from Elk Grove USD CFD No. 1 Series 2003 Bonds Official Statement dated October 2003

Cordova USD) residents will be paying CFD taxes to Elk Grove USD and will not be receiving benefit from those taxes. Furthermore, the Elk Grove USD Board of Education, acting as the CFD administrators, will be taxing residents of another school district.

Special tax formulas are customized for individual school district needs. Elk Grove USD CFD has adopted a progressive special tax formula in which vacant land pays the least and fully developed land pays the most. Also, the date of planning approval affects the special tax rate. As development continues in Elk Grove USD, the annual special tax revenue will continue to increase.

In order to have up front cash to build schools, the Elk Grove USD CFD has issued several CFD bonds that will be repaid by the annual special tax revenue stream. The most recent bond series was issued in 2003, and the current 2003–04 special tax revenue amount provides the required bond repayment for all outstanding bonds plus a 15-percent cushion (the 115-percent revenue to bond payment level required by the CFD bonds). If approved, the territory transfer will result in a minor loss of current special tax revenue (the 2003–04 special taxes paid in the Territory). Also the future tax revenue increases based on development of land in the Territory will not occur. The loss of future tax revenue increases will not affect bond repayment since the repayment schedule is not dependent on future tax revenue increases.

In the unlikely event no other development was approved in Elk Grove USD after FY 2003/04, then even the minor loss of current tax revenue from the Territory might reduce revenue below the required 115-percent bond repayment level. However development continues to be approved within Elk Grove USD in areas other than the Territory. Development approvals in Elk Grove USD resulted in a 14-percent increase in special tax revenue last year. The annual increase has averaged 9 percent over the past 5 years. It will take only 1 year of average growth to more than make up for the loss in special tax revenue caused by the territory transfer. Therefore, the loss of special tax revenue because of the territory transfer will not adversely affect the ability for Elk Grove USD CFD to repay the current outstanding bonds.

The loss of future tax revenue increases may delay the timing of the next CFD bond issue, but also there will not be the need to fund schools in the Territory with that future tax revenue.

If the territory transfer is approved, the Territory should be de-annexed from the CFD. De-annexing a portion of a CFD is a gray area since state CFD law does not specifically provide for de-annexations. De-annexations have occurred in the State, but additional legal research would be needed.

Another option would be for the Elk Grove USD CFD Board (school board) to make the determination that since the Territory would no longer generate students for Elk Grove USD, there would be no need to levy the special tax in the Territory. The CFD Board can make the determination that the special taxes need to be cancelled because the Territory is no longer in the district and can release the CFD lien on all the properties in the Territory. As noted earlier, the reduction of the current special tax revenue from the Territory would not affect the ability of the CFD to repay the outstanding bonds. The CFD Board has the authority to make such a reduction in special tax revenue as long as current bond holders are protected.

Regardless of the mechanism for changing the CFD special tax in the transferred territory, the loss of the special taxes will not cause a substantial adverse effect on the fiscal management or fiscal status of the CFD.

Folsom-Cordova SFIDs

Folsom-Cordova USD has created two SFID based on the Folsom and Rancho Cordova high school attendance areas (and potential future Rancho Cordova USD boundaries). The SFID allows the district to issue general obligation bonds on only part of the school district (regular general obligation bond elections must include the entire school district). The boundaries of the Rancho Cordova SFID were created for a specific election in only a portion of the district. The transfer of territory to the Rancho Cordova portion of the school district does not automatically annex the territory into the existing SFID. The current SFID will remain the same, and the territory transfer will not affect the tax rate of current property owners. The funds for the SFID still will be available to build school facilities in the original Rancho Cordova SFID.

The Rancho Cordova SFID was sized to provide funding for the existing Rancho Cordova High School attendance area. Adding the Territory to the Rancho Cordova SFID would more than double its size. It may be more practical to create a new SFID for the Territory if a new funding mechanism is needed.

CEQA

In addition to the above nine criteria, territory transfers must comply with CEQA. The Sacramento County Committee on School District Organization (Committee) will act as lead agency for CEQA. An initial study will be necessary to determine whether the transfer of territory from Elk Grove USD to Folsom-Cordova USD (or Rancho Cordova USD) will impact the environment.

The initial study for the territory transfer will not review the environmental impacts of the Sunrise Douglas project since those impacts have or will be addressed under

environmental impact report(s) for the development project(s). The initial study for the territory transfer will not review the environmental impacts of adding schools for two reasons. The first reason is that new schools will be needed regardless of school district, and second, the environmental impacts of building each individual school will be addressed by each school district as the schools are planned.

In the case of territory transfers, generally the only anticipated potential impact is in the area of traffic (school transportation). Changing the school district that serves the territory can alter traffic patterns. Since the Sunrise Douglas project (and the Territory) is large enough to support numerous elementary schools feeding a middle school and high school, the internal local traffic patterns are unlikely to change. However, the two school districts have different district offices, bus yards, special education and alternative education facilities (discussed earlier). Transferring the territory would alter traffic patterns to these facilities. As shown earlier in **Map 2**, the Territory is geographically closer to schools and facilities in Rancho Cordova. The territory transfer likely would result in shorter traffic runs and thus would not significantly impact the environment, a circumstance which allows the Committee to adopt a negative declaration.

CONCLUSION

Based on the following points, the proposed territory transfer can satisfy the nine criteria of Education Code Section 35753 and CEQA:

1. The districts will be adequate in terms of number of pupils enrolled since each district will significantly exceed the minimum unified school district size of 1,500 students.
2. The districts will be organized on the basis of substantial community identity around the Cities of Elk Grove and Rancho Cordova.
3. The proposal will not need to address an equitable division of property and facilities of the original districts since no such property exists in the Territory.
4. The reorganization of the districts will not promote racial or ethnic discrimination since no current students will change school districts.
5. The proposed reorganization will not result in any substantial increase in costs to the State since the costs to the State are limited by Proposition 98. The territory transfer will cause a redistribution of funds in the total State budget for schools, based on changes in property tax revenue and other state funding.

6. The proposed reorganization will not disrupt significantly the educational programs in the proposed districts and districts affected by the proposed reorganization and will continue to promote sound educational performance in those districts since the territory transfer does not affect any of the current students or educational programs. The territory transfer only redirects future students.
7. The proposed reorganization will not result in a significant increase in school housing costs.
8. The proposed reorganization is not primarily designed to result in a significant increase property values, thereby causing financial advantage to property owners because territory was transferred from one school district to an adjoining district.
9. The proposed reorganization will not cause a substantial adverse effect on the fiscal management or fiscal status of any existing district affected by the proposed reorganization including the Elk Grove USD CFD and the Rancho Cordova SFID.

Evaluation of Potential Effects of School District Reorganization

Evaluation of Potential Effects of School District Reorganization

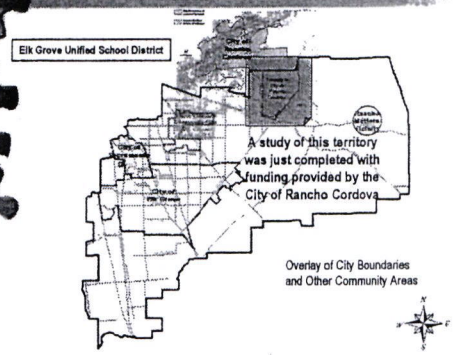
Board Workshop
June 21, 2004

Prepared by:

David W. Gordon
Superintendent
Dr. Pat Jaurequi
Associate Superintendent for Finance and School Support
Constantine Baranoff
Assistant Superintendent for Facilities and Planning

Transfer Map

4



Focus of Discussion

2

- Purpose of the Report
- Chronology of Events
- Fiscal Considerations
- Overview of Petition Process
- Potential Fiscal Effects
- Conclusion

Chronology of Events

5

July 1959	EGUSD established
March 1987	EGUSD Community Facilities District established
May 2003	Request for transfer by two Rancho Cordova City Council members
July 2003	City of Rancho Cordova established
August 2003	EGUSD indicates not prepared to entertain transfer at this time
September 2003	City of Rancho Cordova considers resolution regarding transfer of territory
November 2003	Consultant is hired—funded by City of Rancho Cordova
June 2004	Territory study is given to EGUSD

Purpose of the Report

3

To identify and evaluate the potential fiscal effects of a territory transfer of a section of the Elk Grove Unified School District, known as the Sunrise-Douglas area (transfer area), to the Folsom-Cordova Unified School District

Fiscal Considerations

6

Fiscal considerations are of paramount importance as this territory transfer is explored:

- State Revenue
- Transportation
- Developer Fees
- Community Facility District
- Future General Obligation Bonds
- Future Parcel Taxes

Evaluation of Potential Effects of School District Reorganization

Requirements for Transfer Territory

7

The transfer of territory is a long and complicated process. The required elements are listed below:

1. The petition
2. Boundary descriptions and maps
3. The reason for the reorganization
4. An analysis and conclusions on the state's 10 criteria, EC Section 35753
5. EC Section 35705.5 criteria
6. EC Section 35707 no adverse affect on school district organization in the county --*exception, county committee plan requires revenue limit calculation only*
7. Agenda and minutes from all public hearings

State's 10 Reorganization Criteria

8

1. Adequacy of size
2. Substantial community identity
3. Equitable division of property and facilities
4. Not promote racial or ethnic discrimination or segregation
5. No substantial increase in state costs
6. No disruption of the educational programs
7. No significant increase in school housing costs
8. Not primarily designed to result in a significant increase in property values
9. Not cause a substantial negative effect on the fiscal management or fiscal status of the affected districts
10. Any other State Board of Education (SBE) criteria prescribed by regulation

Estimating Petition Timeline in Days

9

Gather petition	90 days
Petition verified	30 days
County Committee	Hearing 60 days
County Committee Study	120 days
SBE Study and Hearing	120 days (or more)
Election order delivered	35 days
County Clerk	120 days
From a November Election to the effective date of unification	235 days
	810 days or 2.2 years . . . or longer!

Estimating Potential Revenue Effects

10

In order to estimate the potential revenue effects of the territory transfer, projections and assumptions were made regarding the:

- Number of housing units that will be contained in the transfer area
- Student generation rate for the various housing units to be constructed in the transfer area
- Timing of construction and arrival of students
- Ratio of average daily attendance to student enrollment
- Transportation
- Revenue applicable to each of the years under review
- Demographics of the students living in the area
- Funding rates for categorical programs

Projected Enrollment—Transfer Area

11

Projected Enrollment—Transfer Area

	2006-07	2007-08	2008-09	2009-2010
Projected Enrollment	1,138	2,275	3,413	4,550

Using the estimate of 6,500 residences and the District's weighted average student generation factor of approximately 0.7 students per residence, ultimately the initial development of the transfer area would generate approximately 4,550 new students for the District. Actual student enrollment will materialize during the 2004-05 school year.

Projected Total District Enrollment and Year-to-Year Growth

12

Projected Total District Enrollment and Year-to-Year Growth

	2005-06	2006-07	2007-08	2008-09	2009-2010
Projected Total District Enrollment	61,778	64,948	68,267	71,162	74,620
Growth over Prior Year	N/A	3,170	3,319	2,895	3,458

Evaluation of Potential Effects of School District Reorganization

Projected Transfer Area Enrollment as a Percent of Total Enrollment

13

The transfer area accounts for an increasing portion of the District's enrollment as reflected in the table below:

	2006-07	2007-08	2008-09	2009-2010
Projected Transfer Area Enrollment	1,138	2,275	3,413	4,550
Projected Total District Enrollment	64,948	68,267	71,162	74,620
Transfer Area Enrollment as % of Total Enrollment	1.75%	3.33%	4.80%	6.10%

The transfer area will comprise 32.88% of the district's remaining projected growth

ADA for Projected Transfer Area

14

The average daily attendance for EGUSD is 95.17 which results in a projected ADA of 4,330

	2006-07	2007-08	2008-09	2009-10
Projected Transfer Area Enrollment	1,138	2,275	3,413	4,550
ADA to Enrollment Ratio	95.17%	95.17%	95.17%	95.17%
Projected ADA	1,083	2,165	3,248	4,330

Projected Total Revenue for the Transfer Area

15

Because revenues generally are driven by enrollment and ADA, these factors are significant:

2006 - 2010	
Revenue Source	Total
Estimated Revenue Limit Funds	$63,514,027.17
Estimated Federal Revenue	$4,000,964.82
Estimated Other State Revenue	$18,611,104.30
Estimated Other Local Revenue	$ 2,366,022.30
Total	$88,492,118.59

Revenue Effects for EGUSD

16

- Growth enrollment lowers the district's average cost per FTE and average cost per pupil—thereby creating an offset to current encroaching programs which now totals over $28 million annually and increases each year
- Without the student growth generated by the transfer area, the district's enrollment growth will not only be lower and slower but will flatten out more quickly
- Growth funds help offset the encroaching programs
- The territory transfer greatly reduces financial stability

Developer Fee Factors

17

Estimate of Developer Fees at Current Rate			
Number of Proposed Single Family Dwellings in the next Five Years	Average Square Footage for each Dwelling	Current Developer Fee Rate Per Square Foot	Potential Developer Fee Loss
6,500	2,000	$3.63	$47,190,000*

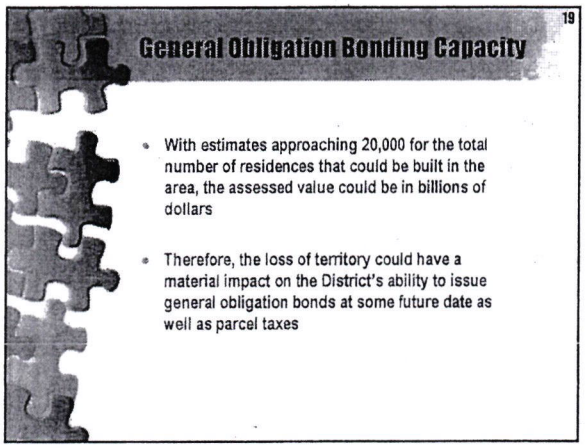
* At the proposed rate, the potential developer fee loss would be $51,350,000

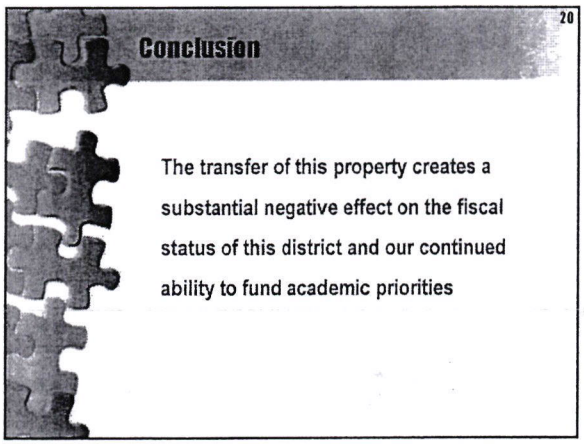
Two to three elementary schools, one middle school, and one high school are initially scheduled for this area

Community Facility District Factors

18

- If the territory is transferred by the District and removed from the boundaries of the Community Facility District, it would immediately reduce the amount of bonded debt that could be issued by $15 million
- As the territory is developed, the amount per parcel that can be assessed will increase. At maximum build out, the area could yield $3.9 million in Mello-Roos fees annually


19
General Obligation Bonding Capacity
With estimates approaching 20,000 for the total number of residences that could be built in the area, the assessed value could be in billions of dollars
Therefore, the loss of territory could have a material impact on the District's ability to issue general obligation bonds at some future date as well as parcel taxes


20
Conclusion
The transfer of this property creates a substantial negative effect on the fiscal status of this district and our continued ability to fund academic priorities